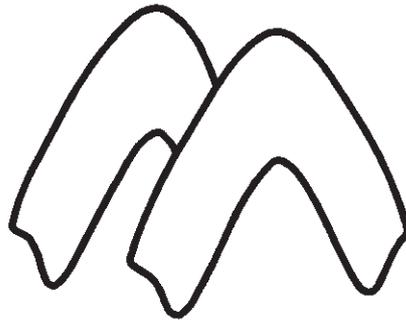


AGENDA FOR CITY COUNCIL, REDEVELOPMENT AGENCY, AND
MONTCLAIR HOUSING CORPORATION

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

July 19, 2010

7:00 p.m.



MONTCLAIR

Mayor Paul M. Eaton

Mayor Pro Tem J. John Dutrey

Council Member Leonard Paulitz

Council Member Carolyn Raft

Council Member Bill Ruh

City Manager Edward C. Starr

City Attorney Diane E. Robbins

City Clerk Donna M. Jackson

CITY OF MONTCLAIR

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

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

July 19, 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. Presentation of Check by Chino Basin Water Conservation District for Irrigation System Retrofit and Recycled Water Conversion at Six City Parks

B. Presentation of 2010 Home Beautification Awards

VI. PUBLIC COMMENT

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

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

VII. PUBLIC HEARINGS

A. First Reading - Consider Adoption of Ordinance No. 10-915 Amending Section 9.24 of Title 9 of the Montclair Municipal Code Related to the City Storm Drain System [CC]

VIII. CONSENT CALENDAR

- A. Approval of Minutes
1. Minutes of Regular Joint Council/Agency/MHC Meeting of July 6, 2010
- B. Administrative Reports
1. Consider Receiving and Filing of Treasurer's Report [CC] 23
 2. Consider Approval of Warrant Register and Payroll Documentation [CC] 24
 3. Consider Receiving and Filing of Treasurer's Report [RDA] 25
 4. Consider Approval of Warrant Register [RDA] 26
 5. Consider Receiving and Filing of Treasurer's Report [MHC] 27
 6. Consider Approval of Warrant Register [MHC] 28
 7. Consider Approval of Stipulation and Order for Judgment for Acquisition of Real Property in the Matter of *City of Montclair v. Keith Alan Ealy, Et Al.* [CC]

 Consider Authorizing City Manager to Modify Stipulation and Order for Judgment as may be Necessary Prior to Signing [CC]

 Consider Authorizing City Manager to Sign Stipulation and order for Judgment [CC] 29
 8. Consider Approval of the Filing of a Notice of Completion for Construction of the Mission Boulevard Improvement Phase 7 Project; 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] 47
 9. Consider Authorization to Purchase Four 2010 Ford Crown Victoria Police Interceptor Sedans from Hemborg Ford [CC] 49
 10. Consider Authorization to Advertise for Bid Proposals for Construction of the Alma Hofman Park Lighting and Landscape Irrigation Replacement Project [CC] 50
 11. Consider Authorization to Advertise for Bid Proposals for the Replacement of Playground Equipment at Alma Hofman Park Project [CC] 51
 12. Consider Declaring Certain City Property and Unclaimed Property in Police Custody as Surplus and Available for Auction [CC] 52

C. Agreements

1. Consider Approval of Agreement No. 10-86 Amending Agreement Nos. 08-57 and 09-116 with John M. and Brenda Goller Construction Management Services for Services Associated with the Youth and Senior Center Projects [CC] 60
2. Consider Approval of Agreement No. 10-87 with the County of San Bernardino for Participation in the Work Release Program [CC] 66
3. Consider Approval of Agreement No. 10-88 Amending Agreement No. 07-86 with the County of San Bernardino to Administer a Women-infant-Children Program at the Montclair Medical Clinic [CC] 74
4. Consider Approval of Agreement No. 10-90, an Employment Agreement between the City of Montclair/City of Montclair Redevelopment Agency/Montclair Housing Corporation and Edward C. Starr [CC/RDA/MHC] 78

D. Resolutions

1. Consider Redevelopment Agency Board of Directors' Adoption of Resolution No. 10-03 Making Certain Findings with Respect to Public Improvements to be Financed by the City of Montclair Redevelopment Agency [RDA]

Consider City Council's Adoption of Resolution No. 10-2856 Making Certain Findings with Respect to Public Improvements to be Financed by the City of Montclair Redevelopment Agency [CC] 81
2. Consider Adoption of Resolution No. 10-2857 Authorizing Submission of Fiscal Year 2010-11 Used Oil Payment Program Application to the Department of Resources Recycling and Recovery [CC]

Consider Designating Mayor Paul M. Eaton or His Designee as the Person Authorized to Execute All Necessary Documents for the Purpose of Securing Payment Funds [CC] 89

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE

- A. Response to Council Inquiry Related to Public Sidewalks in Residential Areas of the City [CC] 93

XI. COMMUNICATIONS

- A. City Attorney/Agency Counsel
- B. City Manager/Executive Director
- C. Mayor/Chairman
- D. Council/Agency Board

E.	Committee Meeting Minutes (<i>For Informational Purposes Only</i>)	
1.	Minutes of the Personnel Committee Meeting of July 6, 2010	95
XII.	ADJOURNMENT OF CITY COUNCIL AND REDEVELOPMENT AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS	

The next regularly scheduled City Council, Redevelopment Agency, and Montclair Housing Corporation meetings will be held on Monday, August 2, 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 July 15, 2010.

AGENDA REPORT

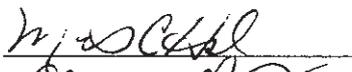
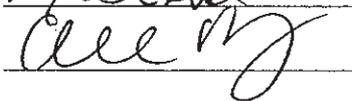
SUBJECT: CONSIDER ADOPTION OF ORDINANCE NO. 10-915 AMENDING SECTION 9.24 OF TITLE 9 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO THE CITY STORM DRAIN SYSTEM <u>FIRST READING</u>	DATE: July 19, 2010 SECTION: PUBLIC HEARINGS ITEM NO.: A FILE I.D.: STD200 DEPT.: PUBLIC WORKS
BUSINESS PLAN: N/A	

REASON FOR CONSIDERATION: The City Council is requested to consider approval of certain revisions to the Municipal Code as they relate to City Storm Drain System regulations pursuant to new requirements adopted by the Santa Ana Regional Water Quality Control Board and to reconcile discrepancies with Section 1.04 of the Municipal Code related to Administrative Citations. Proposed Ordinance No. 10-915 addresses these revisions.

BACKGROUND: On January 29, 2010, the Santa Ana Regional Water Quality Control Board adopted Order No. R8-2010-0036 National Pollutant Discharge Elimination System (NPDES) No. CAS618036, Waste Discharge Requirements for the San Bernardino County Flood Control District, the County of San Bernardino, and the Incorporated Cities of San Bernardino County within the Santa Ana Region. NPDES No. CAS618036 establishes requirements for each affected agency to update and/or revise its municipal code to comply with NPDES No. CAS618036. The Order contains exceptions to prohibited discharges, revised spill-containment systems, and compliance with best management practices. Changes are, therefore, required to Section 9.24 of the Montclair Municipal Code.

The City's existing Storm Drain System ordinance as set forth in Section 9.24 of the Montclair Municipal Code contains enforcement mechanisms and sanctions for violations. On June 15, 2009, the City Council adopted Resolution No. 09-2799 revising the schedule of fines for administrative citations, including those in Section 9.24. Staff has determined the schedule of fines specified in this resolution for violations of Section 9.24 is too severe for the City's residents, businesses, and general public. Staff has also found inconsistencies between Section 9.24 and recent changes made to Section 1.04-Administrative Citations. Therefore, revisions are also proposed to reconcile these differences and address the fines.

In conjunction with the second reading and adoption of Ordinance No. 10-915, staff will also recommend the adoption of Resolution No. 10-2853 repealing Resolution No. 09-2799 and establishing new fines related to violations of Section 9.24 of the Municipal Code. Unless otherwise specified in Exhibit A to Resolution No. 10-2853, the

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

administrative fine for violations of the Montclair Municipal Code enforced pursuant to the provisions of Chapter 1.04 of Title 1 of the Montclair Municipal Code will be as follows:

- \$100 for the first offense
- \$200 for the second offense of the same provision within a 36-month period of time
- \$500 for the third or greater offense of the same provision within a 36-month period of time

FISCAL IMPACT: Adoption of proposed Ordinance No. 10-915, along with adoption of proposed Resolution No. 10-2853, will have an unknown fiscal impact because it is impossible to predict the number of future violators and violations.

RECOMMENDATION: Staff recommends the City Council adopt the first reading of Ordinance No. 10-915 amending Section 9.24 to Title 9 of the Montclair Municipal Code related to the City Storm Drain System.

ORDINANCE NO. 10-915

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF MONTCLAIR AMENDING CHAPTER 9.24
OF THE MONTCLAIR MUNICIPAL CODE RELATED
TO THE CITY STORM DRAIN SYSTEM**

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

SECTION I. Amendment to Code. Chapter 9.24 of Title 9 of the Montclair Municipal Code is hereby amended as follows:

9.24.020 Scope.

A. Authority. This Chapter is enacted pursuant to authority conferred by law including, but not limited to, the Federal Clean Water Act (33 U.S.C. 1251, *et seq.*), the Code of Federal Regulations (CFR) Part 122, Porter Cologne Act, and National Pollutant Discharge Elimination System Permit issued by the Regional Water Quality Control Board, Santa Ana Region.

B. Purpose. The purpose of this Chapter is to ensure the future health, safety, and general welfare by controlling and/or eliminating nonstormwater discharges into the City Storm Drain System. This will be accomplished by eliminating all nonpermitted discharges to the City Storm Drain System; controlling the discharge from spills, dumping, or disposal of materials other than stormwater; and reducing pollutants in stormwater discharges to the maximum extent practicable.

The intent of this Chapter is to protect and enhance the water quality of our watercourses, water bodies, groundwater, and wetlands in a manner pursuant to and consistent with the regulations listed in this Chapter.

9.24.060 Spill-containment systems.

A. Persons storing chemicals or chemical waste outdoors shall be required to install spill containment subject to requirements established by the City Engineer and in accordance with applicable federal, state, regional board, and San Bernardino County standards. Persons storing any other materials or equipment that are potential sources of stormwater pollution are also required to install spill containment.

B. No person shall operate a spill-containment system that could allow incompatible materials and/or wastes to mix, thereby creating hazardous or toxic substances in the event of failure of one or more containers.

C. Spill-containment systems shall consist of a system of dikes, walls, barriers, berms, and/or other devices. Structural best management practices shall be designed to contain spillage from containers and to minimize the buildup of stormwater from precipitation and runoff from roofs and outside areas. Spill-containment systems shall also be constructed of impermeable and nonreactive materials to the materials and/or wastes being contained.

D. Any spill-containment system shall have the entire contained area covered with an approved solid roof structure to prevent rainwater from entering the containment area.

E. Spilled and/or leaked materials and/or wastes and any accumulated precipitation shall be removed from the spill-containment system in as timely a manner as is necessary to prevent the overflow of the spill-containment system.

F. Unless otherwise approved by the City Engineer, all chemicals or wastes discharged within the spill-containment system shall be disposed of in accordance with all applicable federal, state, and local rules; regulations; and laws and shall not be discharged into the City's sanitary sewer system, the City Storm Drain System, or onto the ground.

9.24.070 Compliance with best management practices (BMPs).

Any person undertaking any activity or operation in the City that could potentially cause or contribute to stormwater pollution or a discharge to stormwater to the City Storm Drain System shall implement best management practices (BMPs) as listed in the current California Storm Water Quality Association Handbooks to reduce pollutants in stormwater runoff and reduce nonstormwater discharges to the City Storm Drain System to the maximum extent practicable or to the extent required by law.

9.24.110 Notice of Intent and compliance with general permits.

A. Each industrial discharger, discharger associated with construction activity, or other discharger described in any NPDES permit including, but not limited to, the general construction permit and the general industrial permit shall submit to the Santa Ana Regional Water Quality Control Board a Notice of Intent or other required document and submit a copy to the City. Discharger shall comply with all activities required by the applicable NPDES Permit.

B. Each discharger identified in an individual NPDES permit, discharge order, or waste discharge requirements related to stormwater discharges shall comply with and undertake all activities required by such permit, order, or requirements.

9.24.230 Prohibited discharges.

The following activities are prohibited:

A. Discharging of nonstormwater runoff directly or indirectly to the City Storm Drain System or any street or lined or unlined drainage ditch, which leads to the public storm drain system unless such discharge is allowed under Section 9.24.240 of this Chapter or is permitted by an NPDES permit. If such discharge is permitted by Section 9.24.240 of this Chapter or an NPDES permit but causes the City to violate any portion of its NPDES permit for stormwater discharges, such discharge is also prohibited.

B. Throwing, depositing, placing, leaving, maintaining, or keeping or permitting to be thrown, deposited, placed, left, maintained or kept any refuse, rubbish, garbage, or other discarded or abandoned objects, articles, or accumulations in or upon any street, alley, sidewalk, storm drain, inlet, catch basin, conduit, or other drainage structure, business place, or upon any public or private lot of land in the City so that the same might be or become a pollutant.

C. Throwing or depositing litter in any fountain, pond, lake, stream, or any other body of water in a park or elsewhere within the City.

9.24.240 Exceptions to prohibited discharges.

The following discharges are exempt from the prohibited discharges listed in Section 9.24.230 of this Chapter:

A. Discharges for which an approval has been issued by the Regional Board Office or State Board including discharges authorized under NPDES permits issued by the State or Regional Boards.

B. Discharges from potable waterline flushing and other potable water sources.

C. Discharges from firefighting and fire hydrant testing and flushing.

D. Discharges from landscape irrigation, lawn watering, and other irrigation activities.

E. Diverted stream flows.

F. Rising groundwaters and natural springs.

G. Uncontaminated groundwater infiltration (as defined in 40 CFR Part 35.2005(20)).

H. Passive foundation drains.

I. Air conditioning condensate.

J. Water from crawlspace pumps.

K. Passive footing drains.

L. Noncommercial vehicle washing, *e.g.*, residential car washing (excluding engine degreasing) and car washing for fundraisers by nonprofit organizations.

M. Flows from riparian habitats and wetlands.

N. Dechlorinated swimming pool discharges (cleaning wastewater and filter backwash shall not be discharged into the Storm Drain System or to the Waters of the U.S).

O. Emergency fire fighting flows (*i.e.*, flows necessary for the protection of life and property) do not require BMPs and need not be prohibited). Appropriate BMPs to reduce the discharge of pollutants consistent with the MEP standard must be implemented when they do not interfere with health and safety issues.

P. Waters not otherwise containing wastes as defined in California Water Code Section 13050(d).

Q. Other types of discharges identified and recommended by the permittee and approved by the Regional Board.

9.24.270 Notice of Violation.

When the City Engineer or his or her authorized representative finds that any discharger has failed to comply with a Notice of Correction or has violated or continues to violate any prohibition, limitation, or requirement contained in this Chapter; any NPDES stormwater permit; or the Basin Plan, the City may serve upon such person a written Notice of Violation stating the nature of the violation and the penalties for noncompliance. At a minimum, the Notice of Violation shall require that the discharger submit to the City Engineer, within a time period specified in the notice, a plan indicating the cause of the violation and corrective actions that will be taken to prevent recurrence. A discharger shall be guilty of a separate offense for every day during any portion of which any

violation of any provision of this Chapter is committed, continued, or permitted by the discharger.

9.24.280 Administrative Orders.

The City Engineer may require compliance with any prohibition, limitation, or requirement contained in this Chapter; any NPDES stormwater permit; or the Basin Plan by issuing an Administrative Order enforceable in a court of law or by directly seeking court action. Administrative Orders may include Compliance Orders, Stop Work Orders, Cease and Desist Orders, Termination of Service Orders, and Immediate Termination of Service Orders.

A. Compliance Orders. The City Engineer or his or her designee may issue a Compliance Order to any discharger who fails to correct a violation of this Chapter, any NPDES stormwater permit, or the Basin Plan. The order shall be in writing, specify the violation(s), and require appropriate compliance measures within a specified time period. The Compliance Order may include the following terms and requirements:

1. Specific steps and time schedules for compliance as reasonably necessary to eliminate an existing prohibited discharge or illegal connection or to prevent the imminent threat of a prohibited discharge.

2. Specific requirements for containment, cleanup, removal, storage, installation of overhead covering, or proper disposal of any pollutant having the potential to contact stormwater runoff.

3. Installation of stormwater treatment devices, containment structures, wash racks, and addition and removal of stormwater drains.

4. Any other terms or requirements reasonably calculated to prevent imminent threat of or continuing violations of this Chapter including, but not limited to, requirements for compliance with best management practices guidance documents promulgated by any federal, state, or regional agency.

The City Engineer or his or her designee may adopt a proposed compliance schedule submitted by the user or may adopt a revised compliance schedule if, in his or her judgment, the proposed compliance schedule would allow the user to cause harm to the receiving waters and/or the City Storm Drain System.

B. Stop Work Order. The City Engineer or Building Official may serve a written Stop Work Order on any person engaged in doing, or causing to be done, new construction, tenant improvements, alterations, or additions if:

1. No construction permit has been granted by the City.

2. Work has begun prior to the submittal of a written WQMP and subsequent approval by the City Engineer or his or her designee.

3. Violations of this article are found at the site of the new construction, tenant improvements, alterations, or additions.

Any person served a Stop Work Order shall stop such work forthwith until written authorization to continue is received from the City Engineer or Building Official. A Stop Work Order shall require the discharger to pay a One Thousand Dollar (\$1,000) penalty fee to the City for the issuance thereof.

C. Cease and Desist Order. When the City Engineer or his or her designee finds that any industrial and/or commercial discharger has violated or threatens to violate any prohibition, limitation, or requirement contained in this Chapter; any NPDES stormwater permit or the Basin Plan; or NPDES Storm Water Permit, the City may issue a Cease and Desist Order directing the discharger to:

1. Immediately discontinue any illicit connection or prohibited discharge to the City's stormwater drainage system.

2. Immediately contain or divert any flow of water off the property where the flow is occurring in violation of any provision of this Chapter.

3. Immediately discontinue any other violation of this Chapter.

A Cease and Desist Order shall require the discharger to pay a One Thousand Dollar (\$1,000) penalty fee to the City for the issuance thereof.

D. Termination of Service. When the City Engineer finds any industrial and/or commercial discharger who has a direct connection into the City's stormwater drainage system or has violated an Administrative Order, the City Engineer may terminate storm drain service to the discharger. The discharger shall be liable for all costs for termination of storm drain service incurred by the City. This provision is in addition to any other statutes, rules, or regulations authorizing termination of service for delinquency payment or for any other reasons. Storm drain service shall be reinstated by the City Engineer after the discharger has complied with all the provisions of the Administrative Order. The discharger shall also be liable for all costs for reinstating storm drain service.

E. Immediate Termination of Service. The City Engineer may immediately suspend storm drain service and any nonstormwater discharge permit when such suspension is necessary, in the opinion of the City Engineer, to stop an actual or threatened discharge that presents or may present an imminent or substantial endangerment to the health or welfare of persons or the environment or which significantly or could significantly cause pollution to the receiving waters, ground, and/or storm drainage system of the City. Any industrial and/or commercial discharger notified that its storm drain service has been suspended shall immediately cease and eliminate the discharge into the City stormwater drainage system.

In the event of failure to comply voluntarily with the Termination of Service Order, the City Engineer shall take appropriate steps including immediate severance of all applicable storm drain connections. All persons responsible for a discharge that may endanger the health or welfare of the community or the environment shall be liable for all costs incurred by the City in terminating storm drain service. Storm drain service shall be reinstated by the City Engineer after the actual or threatened discharge has been eliminated. A detailed written statement, submitted by the industrial and/or commercial discharger describing the cause of the harmful contribution and the measures to prevent any future occurrence, shall be submitted to the City Engineer within ten working days of the date of storm drain service termination.

9.24.490 Prohibited Discharges of Construction Sites

A. Any construction project that requires a Water Quality Management Plan shall be prohibited from allowing the following discharges into the storm drain system:

1. Discharges that could have an impact on human health or the environment; cause or threaten to cause pollution, contamination, or nuisance; discharges that exceed any applicable water quality standard contained in a Statewide Water Quality Control Plan or local Basin Plan; and discharges containing a hazardous substance equal to or in excess of a reportable quantity listed in Federal Regulations 40 CFR Parts 117 and 302.

2. Materials that can cause or contribute to pollution or a violation of any applicable water quality standards including, but are not limited to, sediments; solid or liquid chemicals spills; wastes from paints, stains, sealants, glues, limes, pesticides, or herbicides; wood preservatives or solvents; asbestos fibers, paint flakes or stucco fragments; fuels, oils, or lubricants; hydraulic, radiator, or battery fluids; fertilizers; vehicle/equipment wash water or concrete wash water; concrete, detergent, or floatable wastes; wastes from any engine/equipment steam cleaning or chemical degreasing; and chlorinated potable water line flushings.

B. Unless exempted or authorized by an NPDES permit, all nonstormwater discharges require prior approval by the local stormwater agency or the State Water Resources Control Board.

1. During construction, temporary storage of such materials identified above must occur in designated areas physically separated from potential stormwater runoff, with ultimate disposal in accordance with federal, state, regional, County, and City requirements.

2. Dewatering of contaminated groundwater or discharging contaminated solids via surface erosion is prohibited.

SECTION II. Severability.

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

SECTION III. Effective Date.

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

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. 10-915 of said City, which was introduced at a regular meeting of the City Council held on the XX day 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

RESOLUTION NO. 10-2853

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MONTCLAIR REPEALING
RESOLUTION NO. 09-2799 AND REVISING
THE SCHEDULE OF FINES FOR ADMINIS-
TRATIVE CITATIONS**

WHEREAS, on August 3, 1998, the City Council of the City of Montclair adopted Ordinance No. 98-779 (enacted as Chapter 1.04 of the Montclair Municipal Code) that established a process for imposing administrative/civil fines for violations of the Montclair Municipal Code (and other technical codes adopted therein) by means of an administrative citation; and

WHEREAS, Montclair Municipal Code Section 1.04.030(A) provides that the amount of the administrative fine for violations of the Montclair Municipal Code shall be set forth in a schedule of fines established by resolution of the City Council; and

WHEREAS, Montclair Municipal Code Section 1.04.030(B) requires that the schedule of fines provides for increased fines for repeat violations of the same code provision within a 36-month period of time by the same responsible person; and

WHEREAS, Montclair Municipal Code Section 1.04.030(C) requires that the schedule of fines shall specify the amount of late payment charges that will be assessed and imposed as a result of a failure by a citee to tender the requisite administrative fine within 30 calendar days of the citation; and

WHEREAS, the City Council of the City of Montclair adopted Resolution No. 09-2799 setting fines for violations of the Municipal Code in order to protect the health, safety, and welfare of its residents, businesses, and general public; and

WHEREAS, the City Council of the City of Montclair now desires to modify the fees as set forth in Resolution No. 09-2799.

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

Section 1. The Schedule of Administrative Fines as set forth in Exhibit A is hereby adopted and shall be applied effective the 18th day of August, 2010.

Section 2. A late payment charge of 100 percent shall be assessed on any fine that is not fully paid to the City within 30 calendar days of its imposition/issuance when it is not contested in accordance with the provisions of Section 1.04.050 of Chapter 1.04 of Title 1 of the Montclair Municipal Code or if it is not fully paid to the City as specified in any decision of a hearing officer or a judicial officer to uphold or confirm the fine if contested in accordance with the provisions of Sections 1.04.050 and 1.04.130 of Chapter 1.04 of Title 1 of the Montclair Municipal Code.

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. 10-2853 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

EXHIBIT A

SCHEDULE OF ADMINISTRATIVE FINES FOR VIOLATIONS OF THE MONTCLAIR MUNICIPAL CODE (AND OTHER CODES ADOPTED THEREIN)

Unless otherwise specified in the following schedule, the administrative fine for violations of the Montclair Municipal Code (and other codes adopted therein) enforced pursuant to the provisions of Chapter 1.04 of Title 1 of the Montclair Municipal Code shall remain as follows:

- \$100 for the first offense
- \$200 for the second offense of the same provision within a 36-month period of time
- \$500 for the third or greater offense of the same provision within a 36-month period of time

<i>Code Section</i>	<i>Description of Violation</i>	<i>First Offense</i>	<i>Second Offense</i>	<i>Third Offense</i>
Title 4 (Business Taxes, Licenses, and Regulations)				
Chapter 4.04 (Business Licenses Generally)				
MMC §4.04.020	Business license and fee	\$250	\$500	\$1,000
Chapter 4.08 (Distribution of Advertising Matter)				
MMC §4.08.020	Permit required	\$250	\$500	\$1,000
MMC §4.08.040	Business license required	\$250	\$500	\$1,000
Chapter 4.12 (Alarm Systems)				
MMC §4.12.040	Permit required	\$250	\$500	\$1,000
MMC §4.12.080	Separate permit required	\$250	\$500	\$1,000
MMC §4.12.100	Alarm system regulations	\$250	\$500	\$1,000
Chapter 4.16 (Ambulances)				
MMC §4.16.010	Permit required	\$1,000	\$2,500	\$5,000
MMC §4.16.130	Ambulance safety and emergency equipment	\$1,000	\$2,500	\$5,000
MMC §4.16.140	Ambulance personnel	\$1,000	\$2,500	\$5,000
MMC §4.16.150	Ambulance rates	\$1,000	\$2,500	\$5,000

Chapter 4.20 (Bingo Games)				
All Violations	Requirements and standards for Bingo games	\$1,000	\$2,500	\$5,000
Chapter 4.24 (Card Rooms)				
MMC §4.24.010	Gaming club prohibited	\$1,000	\$2,500	\$5,000
Chapter 4.28 (Closing-Out Sales)				
MMC §4.28.020	Permit required	\$1,000	\$2,500	\$5,000
MMC §4.28.050	Conduct of sale	\$1,000	\$2,500	\$5,000
MMC §4.28.060	Removal of signs and cleaning of premises	\$1,000	\$2,500	\$5,000
Chapter 4.40 (Dances)				
MMC §4.40.010	License required	\$1,000	\$2,500	\$5,000
MMC §4.40.090	Hours of dancing	\$1,000	\$2,500	\$5,000
MMC §4.40.110	Intoxicating liquor	\$1,000	\$2,500	\$5,000
Chapter 4.44 (Fortune Telling)				
MMC §4.44.020	Fraudulent practice unlawful	\$1,000	\$2,500	\$5,000
MMC §4.44.030	License, permit, and fees required	\$1,000	\$2,500	\$5,000
Chapter 4.48 (Hypnotism)				
MMC §4.48.020	License, permit, and fees required	\$1,000	\$2,500	\$5,000
Chapter 4.52 (Live Entertainment)				
MMC §4.52.020	Live entertainment permit required	\$1,000	\$2,500	\$5,000
MMC §4.52.030	Hours of live entertainment	\$1,000	\$2,500	\$5,000
MMC §4.52.100	Business license required - Adult business performer	\$1,000	\$2,500	\$5,000
MMC §4.52.130	Display of license/ID card by adult performer	\$1,000	\$2,500	\$5,000
MMC §4.52.140	Register of adult performers required	\$1,000	\$2,500	\$5,000
Chapter 4.53 (Adult Businesses)				
MMC §4.53.030	Business license required - Adult business	\$1,000	\$2,500	\$5,000
MMC §4.53.060	Adult business operating standards	\$1,000	\$2,500	\$5,000

MMC §4.53.090	Employment of and/or service to minors at adult business	\$1,000	\$2,500	\$5,000
Chapter 4.56 (Massage Establishments and Technicians)				
MMC §4.56.010	Permit required – Massage establishment and/or services	\$1,000	\$2,500	\$5,000
MMC §4.56.050	Massage facility requirements	\$1,000	\$2,500	\$5,000
MMC §4.56.070	Display of permit/photograph of massage technicians	\$1,000	\$2,500	\$5,000
MMC §4.56.090	Employee permit required – Employer liability	\$1,000	\$2,500	\$5,000
MMC §4.56.110	Records of patrons and technicians – Massage establishment	\$1,000	\$2,500	\$5,000
Chapter 4.64 (Private Patrol Services)				
MMC §4.64.010	Business license required	\$1,000	\$2,500	\$5,000
MMC §4.64.020	Uniforms	\$1,000	\$2,500	\$5,000
Chapter 4.68 (Taxicabs)				
MMC §4.68.010	Business license required – Taxicab operator	\$250	\$500	\$1,000
Title 5 (Animals)				
MMC §5.08.050	Harboring or keeping vicious dog	\$1,000	\$2,500	\$5,000
Title 6 (Health & Safety)				
Chapter 6.14 (Fireworks)				
MMC §6.14.020	Prohibition of fireworks	\$1,000*	\$2,500*	\$5,000*

*In addition to the fine referenced in this schedule, a citee shall be assessed, and shall be liable and responsible for the payment of, the actual costs associated with the collection, transportation, and disposal of any seized fireworks in accordance with regulations duly adopted by the State Fire Marshal.

Chapter 6.28 (Environmental Health Code)				
All Violations	Uniform Environmental Health Code	\$1,000	\$2,500	\$5,000

Title 7 (Public Peace, Morals, and Welfare)				
Chapter 7.04 (Graffiti)				
MMC §7.04.060	Furnishing graffiti implements to minors	\$1,000	\$2,500	\$5,000
MMC §7.04.070	Sale of graffiti implements at swap meet/yard sale	\$250	\$500	\$1,000
MMC §7.04.080	Accessibility to graffiti implements	\$250	\$500	\$1,000
MMC §7.04.090	Maintenance of graffiti prohibited	\$250	\$500	\$1,000
Title 8 (Vehicles and Traffic)				
Chapter 8.16 (Designated Streets)				
MMC §8.16.020	Truck routes	Equal to penalty set forth in CVC §42030	Twice the penalty set forth in CVC §42030	Three times the penalty set forth in CVC §42030
Title 9 (Public Services and Public Places)				
Chapter 9.08 (Public Improvements)				
MMC §9.08.010	Public improvement permit required	\$1,000	\$2,500	\$5,000
Chapter 9.12 (Public Parks)				
MMC §9.12.040	Vandalism in parks	\$1,000	\$2,500	\$5,000
Chapter 9.20 (Sewer Systems)				
All Violations	Standards and requirements for construction, use, and maintenance of sewer systems	\$1,000	\$2,500	\$5,000
Chapter 9.24 (Storm Drain System)				
MMC §9.24.490	Prohibited Discharges of Construction Sites	\$1,000	\$2,500	\$5,000
Title 10 (Buildings & Construction)				
Chapter 10.04 (Uniform Codes for the Abatement of Dangerous Buildings)				
All Violations	Dangerous buildings	\$500	\$2,500	\$5,000
Chapter 10.08 (Building Code)				
All Violations	Minimum building standards	\$500	\$2,500	\$5,000

Chapter 10.20 (Electrical Code)				
All Violations	Minimum electrical standards	\$500	\$2,500	\$5,000
Chapter 10.28 (Fire Code)				
All Violations	Fire and hazardous material protections	\$500	\$2,500	\$5,000
Chapter 10.32 (Housing Code)				
All Violations	Substandard buildings	\$250	\$500	\$1,000
Chapter 10.40 (Plumbing Code)				
All Violations	Substandard buildings	\$500	\$2,500	\$5,000
Chapter 10.46 (Abandoned and Vacant Property Registration and Maintenance)				
All Violations	Registration and maintenance requirements for distressed, abandoned, and vacant properties	\$1,000	\$2,500	\$5,000
Chapter 10.48 (Swimming Pools)				
All Violations	Minimum swimming pool standards	\$500	\$2,500	\$5,000
Chapter 10.52 (Temporary Structures)				
All Violations	Minimum standards for temporary structures	\$500	\$2,500	\$5,000
Title 11 (Zoning and Development)				
Chapter 11.18 (R-1 - Single-Family Residential)				
Montclair Municipal Code §11.18.020	Prohibited uses	\$250	\$500	\$1,000
Chapter 11.20 (R-2 - Two-Family Residential)				
Montclair Municipal Code §11.20.020	Uses permitted	\$250	\$500	\$1,000
Chapter 11.22 (R-3 - Residential Medium-High Density)				
Montclair Municipal Code §11.22.020	Uses permitted	\$250	\$500	\$1,000
Montclair Municipal Code §11.22.030	Conditional uses permitted	\$250	\$500	\$1,000

Montclair Municipal Code §11.22.040	Prohibited uses	\$250	\$500	\$1,000
Chapter 11.24 (AP - Administrative Professional)				
All Violations	Use and development standards for AP zone	\$250	\$500	\$1,000
Chapter 11.26 (C-2 - Restricted Commercial)				
All Violations	Use and development standards for C-2 zone	\$250	\$500	\$1,000
Chapter 11.28 (C-3 - General Commercial)				
All Violations	Use and development standards for C-3 zone	\$250	\$500	\$1,000
Chapter 11.30 (MIP - Manufacturing Industrial Park)				
All Violations	Use and development standards for MIP zone	\$250	\$500	\$1,000
Chapter 11.32 (M-1 - Limited Manufacturing)				
All Violations	Use and development standards for M-1 zone	\$250	\$500	\$1,000
Chapter 11.34 (M-2 - General Manufacturing)				
All Violations	Use and development standards for M-2 zone	\$250	\$500	\$1,000
Chapter 11.36 (SL - Small-Lot, Detached-Housing Overlay)				
All Violations	Use and development standards for SL zone	\$250	\$500	\$1,000
Chapter 11.40 (Adult-Oriented Business)				
All Violations	Zoning criteria for adult-oriented businesses	\$1,000	\$2,500	\$5,000
Chapter 11.42 (Alcoholic Beverages - Regulations of Sale)				
All Violations	Zoning criteria for on-sale and off-sale liquor establishments	\$1,000	\$2,500	\$5,000
Chapter 11.44 (Amusement Game Arcades)				
All Violations	Zoning criteria for amusement game arcades	\$1,000	\$2,500	\$5,000
Chapter 11.48 (Children's Day-Care Facilities)				
All Violations	Zoning criteria for children's day-care facilities	\$1,000	\$2,500	\$5,000
Chapter 11.50 (Drive-In Businesses)				
All Violations	Zoning criteria for drive-in businesses	\$1,000	\$2,500	\$5,000

Chapter 11.52 (Foster Homes)				
All Violations	Zoning criteria for foster homes	\$1,000	\$2,500	\$5,000
Chapter 11.54 (Hazardous Waste Facilities)				
All Violations	Zoning criteria for hazardous waste facilities	\$1,000	\$2,500	\$5,000
Chapter 11.68 (Seasonal and Promotional Outdoor Sales)				
All Violations	Zoning criteria for seasonal and promotional outdoor sales	\$250	\$500	\$1,000
Chapter 11.70 (Service Stations)				
All Violations	Zoning criteria for service stations	\$1,000	\$2,500	\$5,000
Chapter 11.72 (Signs)				
All Violations	Zoning criteria for signs	\$250	\$500	\$1,000
Chapter 11.80 (Precise Plan of Design)				
MMC §11.80.010	Precise plan of design required	\$500	\$1,000	\$2,500
MMC §11.80.090	Violation of precise plan of design	\$500	\$1,000	\$2,500
California Civil Code				
CCC §2929.3	Maintenance of vacant residential property	\$1,000	\$1,000	\$1,000

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: July 19, 2010

SECTION: ADMIN. REPORTS

ITEM NO.: 1

**BUSINESS
PLAN:** N/A

FILE I.D.: FIN520

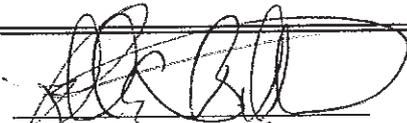
DEPT.: ADMIN. SVCS.

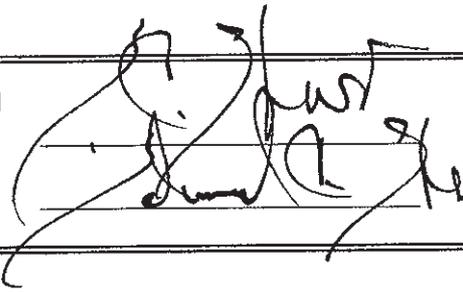
REASON FOR CONSIDERATION: State law requires the City Council to receive and file the Treasurer's Report.

BACKGROUND: Included in your agenda is a copy of the Treasurer's Report for the period ending June 30, 2010.

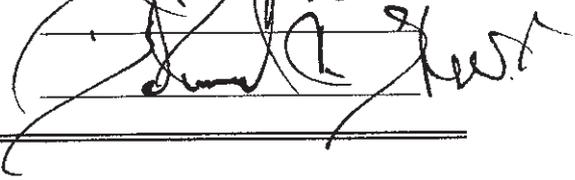
FISCAL IMPACT: Routine—report of City's cash and investments.

RECOMMENDATION: Staff recommends the City Council receive and file the Treasurer's Report for the month ending June 30, 2010.

Prepared by: 

Reviewed and
Approved by: 

Proofed by: 

Presented by: 

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER
AND PAYROLL DOCUMENTATION

DATE: July 19, 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.

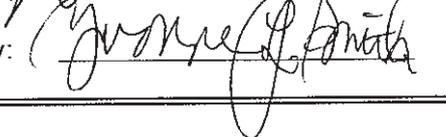
BACKGROUND: Mayor Pro Tem Dutrey has examined the Warrant Register dated July 19, 2010, and Payroll Documentation dated May 23, 2010, finds them to be in order and recommends their approval.

FISCAL IMPACT: The Warrant Register dated July 19, 2010, totals \$1,597,276.21. The Payroll Documentation dated May 23, 2010, totals \$619,020.28, with \$445,556.43 being the total cash disbursement.

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

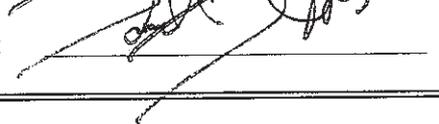
Prepared by:

Proofed by:

Reviewed and
Approved by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: July 19, 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 June 30, 2010.

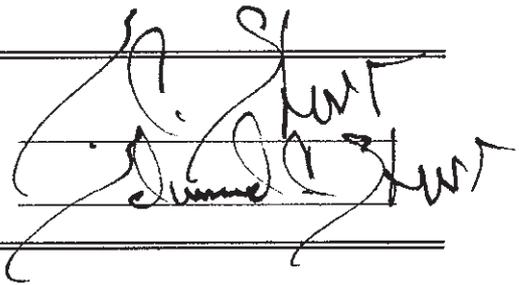
FISCAL IMPACT: Routine—report of the Agency's cash and investments.

RECOMMENDATION: Staff recommends the Agency Board of Directors receive and file the Treasurer's Report for the month ending June 30, 2010.

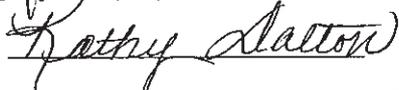
Prepared by:



Reviewed and
Approved by:



Proofed by:



Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER	DATE: July 19, 2010
	SECTION: ADMIN. REPORTS
	ITEM NO.: 4
BUSINESS PLAN: N/A	FILE I.D.: FIN530
	DEPT.: REDEVELOPMENT

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

BACKGROUND: Vice Chairman Dutrey has examined the Warrant Register dated 06/01/10 - 06/30/10 in the amounts of \$9,029.04 for Project I; \$174.03 for Project II; \$1,780,797.30 for Project III; \$1,163,743.35 for Project IV; \$1,686,262.99 for Project V and finds it to be in order.

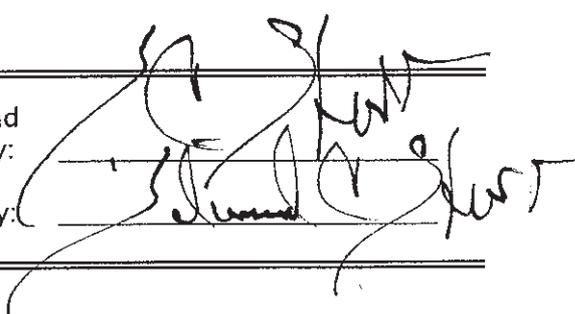
FISCAL IMPACT: Routine—report of Agency's obligations.

RECOMMENDATION: Vice Chairman Dutrey recommends approval of the Warrant Register for the period ending June 30, 2010.

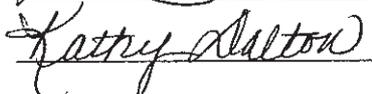
Prepared by:



Reviewed and
Approved by:



Proofed by:



Presented by:

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: July 19, 2010

SECTION: ADMIN. REPORTS

ITEM NO.: 5

**BUSINESS
PLAN:** N/A

FILE I.D.: FIN525

DEPT.: MHC

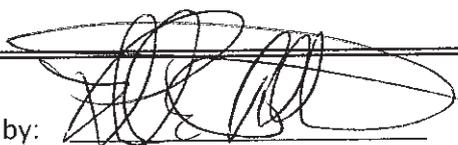
REASON FOR CONSIDERATION: State law requires the Montclair Housing Corporation Board of Directors to receive and file the Treasurer's Report.

BACKGROUND: Included in your agenda is a copy of the Treasurer's Report for the period ending June 30, 2010.

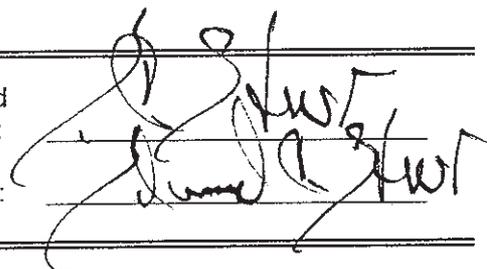
FISCAL IMPACT: Routine—report of the Montclair Housing Corporation's cash and investments.

RECOMMENDATION: Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending June 30, 2010.

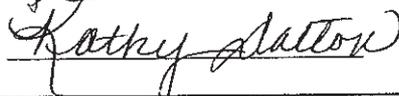
Prepared by:



Reviewed and
Approved by:



Proofed by:



Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER	DATE: July 19, 2010
	SECTION: ADMIN. REPORTS
	ITEM NO.: 6
BUSINESS PLAN: N/A	FILE I.D.: FIN545
	DEPT.: MHC

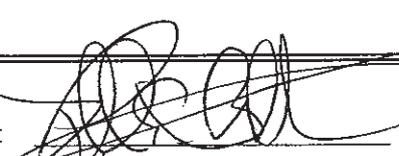
REASON FOR CONSIDERATION: State law requires the Montclair Housing Corporation Board of Directors to receive and file the Warrant Register.

BACKGROUND: Vice Chairman Dutrey has examined the Warrant Register dated 06/01/10 - 06/30/10 in the amount of \$41,669.83 for the Montclair Housing Corporation and finds it to be in order.

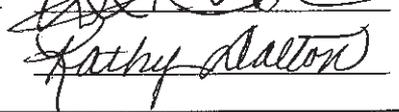
FISCAL IMPACT: Routine—report of Montclair Housing Corporation's obligations.

RECOMMENDATION: Vice Chairman Dutrey recommends approval of the Warrant Register for the period ending June 30, 2010.

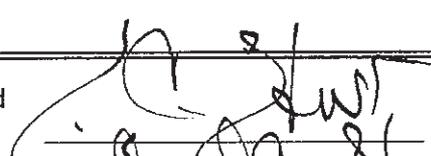
Prepared by:



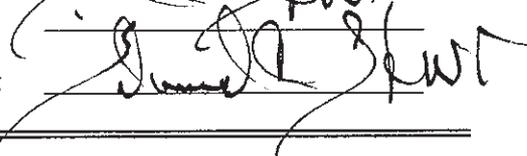
Proofed by:



Reviewed and
Approved by:



Presented by:



AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF STIPULATION AND ORDER FOR JUDGMENT FOR ACQUISITION OF REAL PROPERTY IN THE MATTER OF <i>CITY OF MONTCLAIR V. KEITH ALAN EALY, ET AL.</i>	DATE: July 19, 2010
CONSIDER AUTHORIZING CITY MANAGER TO MODIFY STIPULATION AND ORDER FOR JUDGMENT AS MAY BE NECESSARY PRIOR TO SIGNING	SECTION: ADMIN. REPORTS
CONSIDER AUTHORIZING CITY MANAGER TO SIGN STIPULATION AND ORDER FOR JUDGMENT	ITEM NO.: 7
	FILE I.D.: STA110
	DEPT.: PUBLIC WORKS

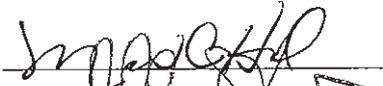
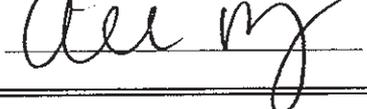
BUSINESS PLAN: STRATEGIC PRIORITY NO. 6

REASON FOR CONSIDERATION: As part of the City's acquisition of right-of-way for the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project, a condemnation action was initiated against one property owner. A settlement has now been reached with that property owner, and a Stipulation and Order for Judgment has been given by the Superior Court. The Stipulation and Order for Judgment requires City Council approval. A copy of the Stipulation and Order for Judgment is attached for the City Council's review and consideration.

Approval of the subject Stipulation and Order for Judgment will satisfy a portion of Strategic Priority No. 6 as contained in Montclair's "Business Plan."

BACKGROUND: After several months of unsuccessful negotiations to acquire property owned by Mr. Keith Alan Ealy located at 10745-10751 Monte Vista Avenue, the City Council initiated a condemnation action with the adoption of Resolution No. 08-2782, a Resolution of Necessity, at its meeting on January 5, 2009. The subject property is required for construction of the Monte Vista Avenue/Union Pacific Grade Separation Project. The construction of a bridge over the railroad tracks will cut off access from the subject property to Monte Vista Avenue. The condemnation action was authorized by the City Council with the understanding that staff was to continue working with the property owner towards a settlement.

A tentative settlement was achieved in May 2009 pending the results of a Phase 1 and, if necessary, a Phase 2 Environmental Assessment. The tentative agreement also placed a ceiling of \$25,000 on the amount of money that the property owner would have to spend should an environmental cleanup (Phase 3-Remediation) be required. If costs exceeded \$25,000, the City would either pick up the additional cost or void the settlement. Staff

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

fully expected, based on similar environmental assessments done as part of the acquisitions of adjacent parcels, that some contamination probably existed and some cleanup would be required.

The Phase 2 Environmental Assessment was completed May 25, 2010, with a finding that contamination did, indeed, exist; but the extent of contamination was far less than had existed on the adjacent parcels already acquired by the City. The estimated cost of cleanup, including a 10 percent contingency, was under \$30,000.

Notwithstanding the tentative settlement reached in May 2009, Mr. Ealy informed the City that he should not be responsible for the cleanup; and furthermore, he had additional issues for which he felt he was entitled to further compensation. In order to bring this matter to a close, the City has agreed to waive the cleanup requirement in exchange for Mr. Ealy agreeing to drop any further claims of compensation.

The attached Stipulation and Order for Judgment has been reviewed and approved by the City's attorney, Mr. Mark Easter with Best Best & Kreiger LLP, and by Mr. Ealy and his attorney, Mr. Michael Kehoe with Palmieri, Tyler, Wiener, Wilhelm & Waldron LLP. However, neither Mr. Ealy nor Mr. Kehoe has signed the Stipulation and Order for Judgment; and until they have signed, there is always a possibility that changes may be requested. In addition to requesting authorization for the City Manager to sign the Stipulation and Order for Judgment, it is further requested that the City Manager be authorized to make changes as he deems necessary in order to bring this matter to an expeditious close.

FISCAL IMPACT: In Closed Session on May 18, 2009, the City Council agreed to a compensation package of \$1,350,000 for the subject property. It was an all-inclusive settlement agreement without identifying how the money would be apportioned for property, relocation expenses, purchase price differential payments, or other assorted claims the property owner might have. The Stipulation and Order for Judgment does break down these costs. Furthermore, there is no deduction for environmental cleanup. The City's final acquisition cost for this property is \$1,350,000.

When the City adopted Resolution No. 09-2782, it was required to deposit funds in a state escrow account equal to the appraised value and compensation package being offered to the property owner. The City deposited \$979,840. The property owner was entitled to and has already withdrawn all the funds deposited in escrow. In addition to this payment, we have also paid for relocation of Mr. Ealy's place of residence (\$1,175); Mr. Ealy's primary business, Purple Crane (\$81,000); and his secondary business, Hund Mann (\$18,384). All payments made thus far total \$1,080,399, leaving Mr. Ealy owed \$269,601.

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

1. Approve a Stipulation and Order for Judgment for acquisition of real property in the matter of *City of Montclair v. Keith Alan Ealy, et al.*
2. Authorize City Manager to modify the Stipulation and Order for Judgment as may be necessary prior to signing.
3. Authorize City Manager to sign the Stipulation and Order for Judgment.

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Mark.easter@bbklaw.com
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P.O. Box 1028
Riverside, California 92502
Telephone: (951) 686-1450
Telecopier: (951) 686-3083

Attorneys for Plaintiff,
CITY OF MONTCLAIR

EXEMPT FROM FILING FEES PURSUANT
TO GOVERNMENT CODE SECTION 6103

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

CITY OF MONTCLAIR, a municipal corporation,
Plaintiff,

v.

KEITH ALAN EALY, an unmarried man;
ALAN PAULSON, an unmarried man;
CALCOUNTIES TITLE NATION COMPANY,
formerly CALIFORNIA COUNTIES TITLE
COMPANY, a California corporation;
TAX COLLECTOR, COUNTY OF SAN
BERNARDINO;
STATE OF CALIFORNIA EMPLOYMENT
DEVELOPMENT DEPARTMENT;
DOES 1-100, Inclusive;
AND ALL PERSONS UNKNOWN CLAIMING AN
INTEREST IN THE PROPERTY,
Defendants.

Case No. CIVRS 900974
Judge: Honorable Keith B. Davis
Dept: R6

STIPULATION AND ORDER
FOR JUDGMENT IN
CONDEMNATION (ASSESSOR
PARCEL NOS. 1011-301-014 AND
1011-301-05)
Complaint Filed: 02/03/09
Trial Date: None

LAW OFFICES OF
BEST BEST & KRIEGER LLP
3750 UNIVERSITY AVENUE
P.O. BOX 1028
RIVERSIDE, CALIFORNIA 92502

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IT IS HEREBY STIPULATED, by and between Plaintiff CITY OF MONTCLAIR (“City”) and Defendants KEITH ALAN EALY and PURPLE CRANE SERVICES, INC. (“Defendants”) as follows:

1. Defendant Keith Alan Ealy (“Ealy”) owns the real property described in the City’s Complaint as Assessor Parcel Nos. 1011-301-014 and 1011-301-05 (“Property”), more particularly described in Exhibit “A” attached hereto. Purple Crane Services, Inc. (“Purple Crane”) is a business owned by Ealy who operates the business on the Property. This Stipulation concerns all possible interests of Ealy and Purple Crane Services, Inc. (collectively, “Defendants”).

2. This Stipulation is entered into between the City and each of the Defendants, as the interests of all other parties with an interest in the Property have been addressed, as set forth herein.

3. The Property being acquired herein is for the public right-of-way and the construction of the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project in Montclair, California (“Project”). The City is granted this authority pursuant to section 37350.5 of the California Government Code, and Code of Civil Procedure sections 1240.110 and 1240.120. The Property, following the negotiated settlement approved by all of the parties, shall be condemned in fee to the City for the total sum of One Million Three Hundred Fifty Thousand Dollars (\$1,350,000.00) (“Settlement Amount”). The above payment shall constitute payment of just compensation for the real property, severance damages, precondemnation damages, loss or damages to fixtures, equipment, and/or inventory, relocation assistance, loss of business goodwill, litigation expenses, attorneys’ fees, costs, interest, and damages in complete settlement of all claims (known and unknown), causes of action and demands of all Defendants against the City by reason of the taking of the Property, and for any and all claims (known and unknown) arising from or relating to this action, steps preliminary to this action, or the acquisition of the Property for the Project.

1 terms of this Stipulation.

2 9. Defendants each represent and warrant that there are no existing deeds of trust,
3 liens, property taxes or other encumbrances on the Property.

4 10. Defendants each represent and warrant that they are not aware of any other
5 persons or entities with an interest in the Property or persons who are entitled to any of the
6 compensation or payments made pursuant to this Agreement.

7 11. Upon approval of this Stipulation by the Montclair City Council, the City shall pay
8 Ealy, within 30 days, the sum of \$269,601.00, which is the sum of \$1,350,000.00 less the sum of
9 \$979,840.00 previously withdrawn by Defendants, less the sum of \$100,559.00 previously paid
10 Defendants for moving expenses. If payment is not received by Ealy by July 31, 2010, interest
11 shall accrue on the unpaid balance, effective August 1, 2010, at the rate of \$4.07 per day, until
12 paid. Payment shall be in the form of a check made payable to the Palmieri, Tyler, Weiner,
13 Wilhelm and Waldron Trust Account in the amount of \$269,601.00, plus any accrued interest.
14 The Defendants agree to accept this payment in full settlement and compromise of this action,
15 and agree that such payment shall fully and forever discharge and release all claims and causes of
16 action, whether now known or unknown, which the Defendants have against the City arising from
17 this action, this acquisition, or the Project.

18 12. The Parties agree that the \$1,350,000.00 settlement amount shall be allocated as
19 follows: a) \$1,079,601.00 for the real property; b) \$125,559.00 for defendants' relocation
20 assistance payments; c) \$70,000.00 for Defendant Ealy's purchase price differential payment; d)
21 \$55,000.00 for defendants' various claims for pre-condemnation damages; and e) \$19,840.00 for
22 defendants' fixtures and equipment.

23 13. The Parties agree that the settlement amount is exclusive of any payment by the
24 Defendants for environmental remediation on the Property.

25 14. The Parties agree that upon payment of compensation as set forth above, the
26 Property shall be condemned in fee simple absolute to the City as against all Defendants, and all
27 interests of Defendants in and to the Property will be terminated.

LAW OFFICES OF
BEST BEST & KRIEGER LLP
3750 UNIVERSITY AVENUE
P.O. BOX 1028
RIVERSIDE, CALIFORNIA 92502

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15. By execution of this Stipulation, the Defendants, on behalf of themselves and their successors and assigns, hereby acknowledge that this Stipulation provides for full payment for the acquisition of the Property by the City, and the Defendants hereby expressly and unconditionally waive any additional claims they may have against the City for loss of goodwill, severance damages, relocation assistance benefits, payment for fixtures and equipment, inventory, interest, claims for inverse condemnation or unreasonable precondemnation conduct, including any and all claims for business relocation, business interruption, or loss of business goodwill by the Hund Mann dog-breeding business owned and operated by Defendant Ealy, or any other compensation, damages or benefits, arising from or relating to this action, steps preliminary to this action, or the acquisition of the Property for the Project, other than as already expressly provided for in this Stipulation.

16. Defendants represent that they have authority to enter into this Stipulation and have made no assignment or hypothecation affecting this Agreement.

17. The City and the Defendants, and each of them, waive trial, statement of decision, notice of entry of judgment, notice of entry of final order of condemnation and the right of appeal of this judgment.

18. The Judgment in Condemnation and Final Order of Condemnation, each in the form and content as submitted herewith and made a part hereof, may be signed forthwith and entered by the Court without the need for any further act by the City or the Defendants.

19. Each party shall bear its own attorneys' fees, litigation expenses and costs of suit, except as expressly provided in this Stipulation.

20. This Stipulation is a settlement of claims in order to avoid litigation and shall not in any manner be construed as an admission of the fair market value of the Property, or of liability by any party to this Stipulation.

21. This Stipulation may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

SIGNATURES ON FOLLOWING PAGE

LAW OFFICES OF
BEST BEST & KRIEGER LLP
3750 UNIVERSITY AVENUE
P.O. BOX 1028
RIVERSIDE, CALIFORNIA 92502

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Dated: July __, 2010.

BEST BEST & KRIEGER LLP

By: _____
MARK A. EASTER
Attorneys for Plaintiff
CITY OF MONTCLAIR

Dated: July __, 2010.

CONSENT TO STIPULATION

By: _____
EDWARD C. STARR, City Manager
CITY OF MONTCLAIR

Dated: July __, 2010.

PALMIERI, TYLER, WIENER, WILHELM &
WALDRON LLP

BY: _____
MICHAEL H. LEIFER
MICHAEL I. KEHOE
Attorneys for Defendants
KEITH ALAN EALY AND PURPLE CRANE
SERVICES, INC.

Dated: July __, 2010.

CONSENT TO STIPULATION:

By: _____
KEITH ALAN EALY, Defendant

Dated: July __, 2010.

CONSENT TO STIPULATION:

By: _____
PURPLE CRANE, SERVICES, INC.
Its: _____

ORDER

IT IS SO ORDERED.

Dated: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT "A"

PAGE 1 OF 5

A PART OF THAT PARCEL OF LAND DESCRIBED IN DEED TO KEITH ALAN EALY, AN UNMARRIED MAN, RECORDED FEBRUARY 25, 2002, DOCUMENT NO. 2002-0087402 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY SAID PARCEL DESCRIBED IN SAID DEED AS FOLLOWS: (DEED RESTATED AS RECORDED)

PARCEL 1

THE NORTH 50 FEET OF THE FOLLOWING DESCRIBED PROPERTY MEASURED ALONG THE WEST LINE THEREOF.

THAT PORTION OF LOT 2, BLOCK 29, ACCORDING TO THE MAP OF MONTE VISTA TRACT, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE(S) 34 OF MAPS, AND AMENDED MAP THEREOF, RECORDED IN BOOK 15, PAGE(S) 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF MONTE VISTA STREET, 232 FEET SOUTH OF THE SOUTH LINE OF RAILROAD AVENUE, AS SHOWN ON AMENDED MAP OF MONTE VISTA TRACT;

THENCE SOUTH ALONG THE EAST LINE OF MONTE VISTA STREET, 100 FEET;

THENCE EAST AT RIGHT ANGLES TO A POINT ON THE WEST LINE OF PROPERTY CONVEYED TO PETER WYLIE BALFOUR, ET UX, BY DEED RECORDED JUNE 8, 1949, IN BOOK 2414, PAGE(S) 547 OF OFFICIAL RECORDS:

THENCE NORTHEASTERLY ALONG THE WEST LINE OF SAID BALFOUR PROPERTY TO THE NORTHWEST CORNER THEREOF, SAID POINT BEING ON THE NORTH LINE OF PROPERTY CONVEYED TO ALFRED A. THARP, ET UX, BY DEED RECORDED JUNE 26, 1944, IN BOOK 1695, PAGE(S) 15, OF OFFICIAL RECORDS:

THENCE WEST ALONG THE NORTH LINE OF SAID THARP PROPERTY, 232 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THERE FROM THE FOLLOWING DESCRIBED LAND; BEGINNING AT SAID POINT OF BEGINNING; THENCE SOUTH $00^{\circ} 59' 47''$ EAST ALONG THE EAST LINE OF MONTE VISTA STREET, 50 FEET; THENCE NORTH $89^{\circ} 25' 35''$ EAST A DISTANCE OF 28.96 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID POINT NORTH $89^{\circ} 25' 35''$ EAST A DISTANCE OF 190.02 FEET

Exhibit A Page 1

EXHIBIT "A"

PAGE 2 OF 5

Continued from page 1

TO A POINT ON THE WEST LINE OF PROPERTY CONVEYED TO PETER WYLIE BALFOUR, ET UX, BY DEED RECORDED JUNE 8, 1949, IN BOOK 2414, PAGE(S) 547 OF OFFICIAL RECORDS; THENCE NORTH $12^{\circ} 31' 44''$ EAST A DISTANCE OF 51.34 FEET ALONG THE WEST LINE OF SAID BALFOUR PROPERTY TO THE NORTHWEST CORNER THEREOF. SAID POINT BEING ON THE NORTH LINE OF PROPERTY CONVEYED TO ALFRED A. THARP, ET UX, BY DEED RECORDED JUNE 26, 1944, IN BOOK 1695, PAGE(S) 15, OF OFFICIAL RECORDS; THENCE SOUTH $89^{\circ} 25' 35''$ WEST A DISTANCE OF 201.49 FEET; THENCE SOUTH $00^{\circ} 59' 47''$ EAST A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE PARCEL OF LAND CONTAINS 0.03 ACRES (1,461 SF) MORE OR LESS

PARCEL 2:

THE SOUTH 50 FEET OF THE FOLLOWING DESCRIBED PROPERTY MEASURED ALONG THE WEST LINE THEREOF;

THAT PORTION OF LOT 2, BLOCK 29, ACCORDING TO MAP OF MONTE VISTA TRACT, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE(S) 34 OF MAPS, AND THE AMENDED MAP THEREOF RECORDED IN BOOK 15, PAGE(S) 20 OF MAPS, DESCRIBED AS FOLLOWS:

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THENCE SOUTH ALONG THE EAST LINE OF MONTE VISTA STREET, 100 FEET:

THENCE EAST AT A RIGHT ANGLES TO A POINT ON THE WEST LINE OF PROPERTY CONVEYED TO PETER WYLIE BALFOUR, ET UX, BY DEED RECORDED JUNE 8, 1949 IN BOOK 2414, PAGE(S) 547 OF OFFICIAL RECORDS:

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THENCE WEST ALONG THE NORTH LINE OF SAID THARP PROPERTY, 232 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

2

Exhibit A Page 2

EXHIBIT "A"

PAGE 3 OF 5

Continued from page 2

EXCEPTING THERE FROM THE FOLLOWING DESCRIBED LAND; BEGINNING AT SAID POINT OF BEGINNING; THENCE SOUTH 00° 59' 47" EAST ALONG THE EAST LINE OF MONTE VISTA STREET, A DISTANCE OF 100.00 FEET; THENCE NORTH 89° 25' 35" EAST A DISTANCE OF 28.42 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID POINT NORTH 89° 25' 35" EAST A DISTANCE OF 178.56 FEET TO A POINT ON THE WEST LINE OF PROPERTY CONVEYED TO PETER WYLIE BALFOUR, ET UX, BY DEED RECORDED JUNE 8, 1949, IN BOOK 2414, PAGE(S) 547 OF OFFICIAL RECORDS; THENCE NORTH 12° 31' 44" EAST A DISTANCE OF 51.33 FEET ALONG THE WEST LINE OF SAID BALFOUR PROPERTY; THENCE SOUTH 89° 25' 35" WEST A DISTANCE OF 190.02 FEET; THENCE SOUTH 00° 59' 47" EAST A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE PARCEL OF LAND CONTAINS 0.03 ACRES (1,434 SF) MORE OR LESS

PREPARED BY ME OR UNDER MY DIRECTION

BY: *Douglas H. Mays* 12-8-08
DOUGLAS H. MAYS, P.E.; DATE
C21062; EXPIRES; SEPTEMBER 29, 2009



Exhibit A Page 3

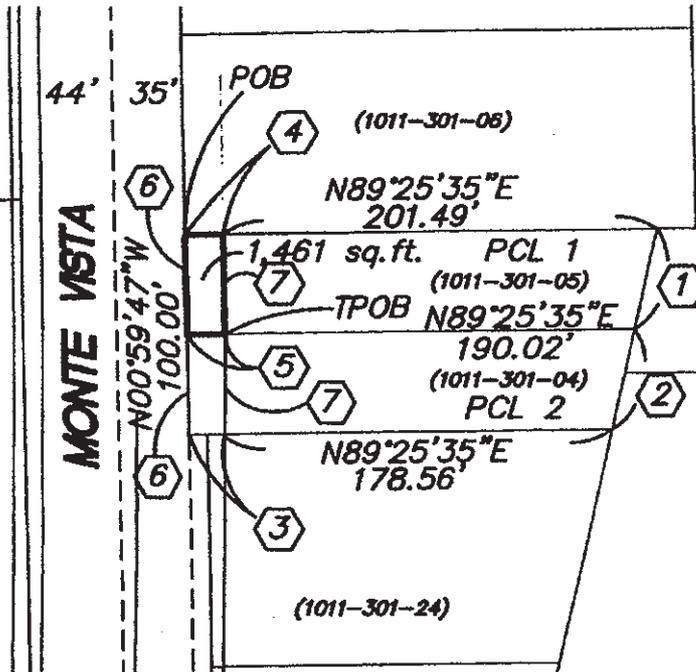
3

EXHIBIT 'A'

PAGE 4 OF 5

ASSESSORS PARCEL NUMBER

1011-301-04,05



①	N12°31'44"E	51.34'	⑤	N89°25'35"E	28.96'
②	N12°31'44"E	51.33'	⑥	N00°59'47"W	50.00'
③	N89°25'35"E	28.42'	⑦	S00°22'39"E	50.00'
④	N89°25'35"E	29.50'			

BASIS OF BEARINGS:

BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN SAN BERNARDINO COUNTY SURVEYOR'S HORIZONTAL CONTROL STATION DESIGNATIONS CALID AND MONA BEING NORTH 86°38'38" WEST (GRID) PER RECORDS ON FILE IN THE OFFICE OF THE OFFICE OF THE SAN BERNARDINO COUNTY SURVEYOR.



PREPARED BY ME OR UNDER MY DIRECTION

BY: *Douglas H. Mays* 12-8-08

DOUGLAS H. MAYS DATE
CIVIL ENGINEER, P.E. C21062
EXPIRES: SEPTEMBER 30, 2009

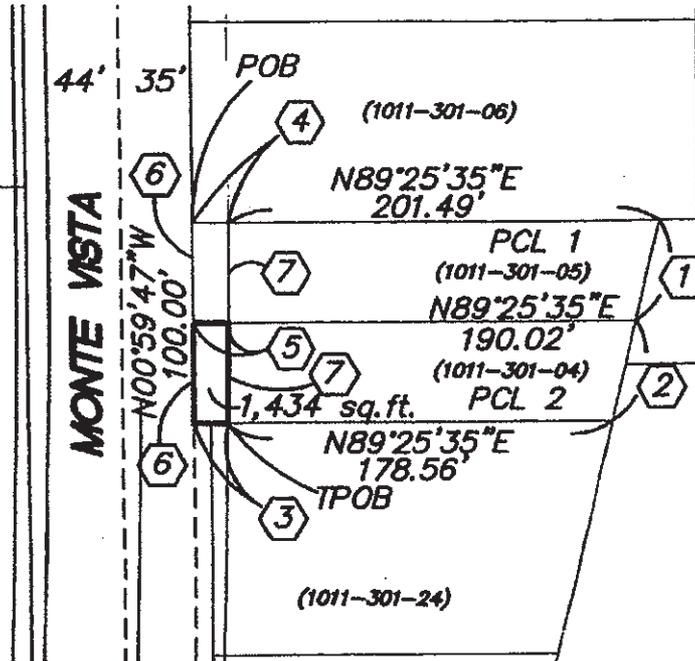
Exhibit A Page 4

EXHIBIT 'A'

PAGE 5 OF 5

ASSESSORS PARCEL NUMBER

1011-301-04,05



SCALE = 1"=80'

①	N12°31'44"E	51.34'	⑤	N89°25'35"E	28.96'
②	N12°31'44"E	51.33'	⑥	N00°59'47"W	50.00'
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PREPARED BY ME OR UNDER MY DIRECTION

BY: *Douglas H. Mays* 11 May 12-8-08

DOUGLAS H. MAYS DATE
CIVIL ENGINEER, P.E. C21062
EXPIRES: SEPTEMBER 30, 2009

Exhibit A Page 5

EXHIBIT "B"

PAGE 1 OF 5

A PART OF THAT PARCEL OF LAND DESCRIBED IN DEED TO KEITH ALAN EALY, AN UNMARRIED MAN, RECORDED FEBRUARY 25, 2002, DOCUMENT NO. 2002-0087402 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY SAID PARCEL DESCRIBED IN SAID DEED AS FOLLOWS: (DEED RESTATED AS RECORDED)

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THENCE WEST ALONG THE NORTH LINE OF SAID THARP PROPERTY, 232 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Exhibit A Page 6

EXHIBIT "B"

PAGE 2 OF 5

Continued from page 1

EXCEPTING THERE FROM THE FOLLOWING DESCRIBED LAND; BEGINNING AT SAID POINT OF BEGINNING; SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 00° 59' 47" EAST ALONG THE EAST LINE OF MONTE VISTA STREET A DISTANCE OF 50.00 FEET; THENCE NORTH 89° 25' 35" EAST A DISTANCE OF 28.96 FEET; THENCE NORTH 00° 59' 47" WEST A DISTANCE OF 50.00 FEET; THENCE SOUTH 89° 25' 35" WEST A DISTANCE OF 29.50 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE PARCEL OF LAND CONTAINS 0.22 ACRES (9,787 SF) MORE OR LESS

PARCEL 2:

THE SOUTH 50 FEET OF THE FOLLOWING DESCRIBED PROPERTY MEASURED ALONG THE WEST LINE THEREOF;

THAT PORTION OF LOT 2, BLOCK 29, ACCORDING TO MAP OF MONTE VISTA TRACT, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE(S) 34 OF MAPS, AND THE AMENDED MAP THEREOF RECORDED IN BOOK 15, PAGE(S) 20 OF MAPS, DESCRIBED AS FOLLOWS:

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EXCEPTING THERE FROM THE FOLLOWING DESCRIBED LAND; BEGINNING AT SAID POINT OF BEGINNING; THENCE SOUTH 00° 59' 47" EAST ALONG THE EAST LINE OF MONTE VISTA STREET, 50.00 FEET TO THE TRUE POINT OF BEGINNING;

Exhibit A Page 7

EXHIBIT "B"

PAGE 3 OF 5

Continued from page 2

THENCE FROM SAID POINT SOUTH 00° 59' 47" EAST ALONG THE EAST LINE OF MONTE VISTA STREET A DISTANCE OF 50.00 FEET; THENCE NORTH 89° 25' 35" EAST A DISTANCE OF 28.42 FEET; THENCE NORTH 00° 59' 47" WEST A DISTANCE OF 50.00 FEET; THENCE SOUTH 89° 25' 35" WEST A DISTANCE OF 28.96 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE PARCEL OF LAND CONTAINS 0.21 ACRES (9,214 SF) MORE OR LESS

PREPARED BY ME OR UNDER MY DIRECTION

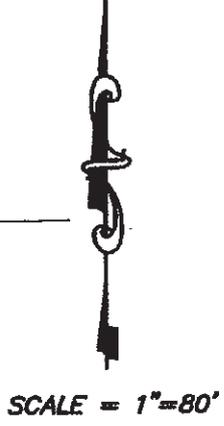
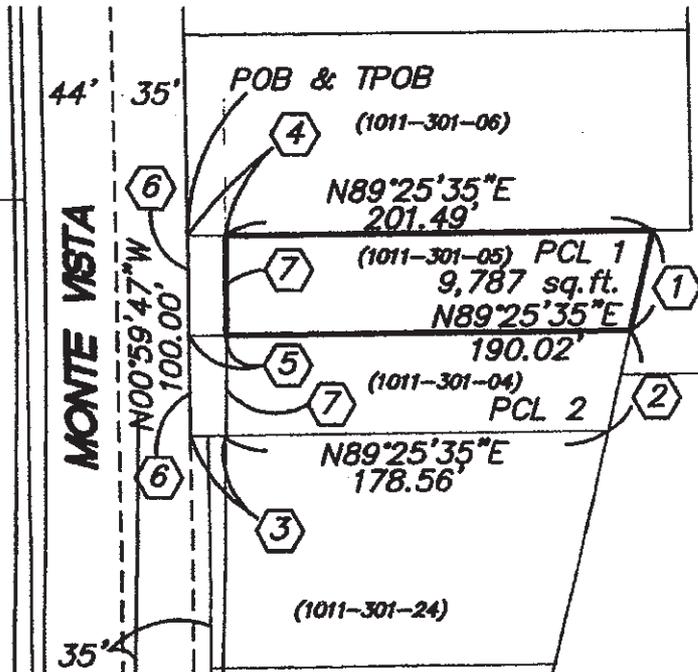
BY: *Douglas H. Mays* 12-8-08
DOUGLAS H. MAYS, P.E.; DATE
C21062; EXPIRES; SEPTEMBER 29, 2009



Exhibit A page 8

EXHIBIT 'B'
PAGE 4 OF 5

ASSESSORS PARCEL NUMBER
1011-301-04,05



①	N12°31'44"E	51.34'	⑤	N89°25'35"E	28.96'
②	N12°31'44"E	51.33'	⑥	N00°59'47"W	50.00'
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④	N89°25'35"E	29.50'			

BASIS OF BEARINGS:

BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN SAN BERNARDINO COUNTY SURVEYOR'S HORIZONTAL CONTROL STATION DESIGNATIONS CALID AND MONA BEING NORTH 86°38'38" WEST (GRID) PER RECORDS ON FILE IN THE OFFICE OF THE OFFICE OF THE SAN BERNARDINO COUNTY SURVEYOR.



PREPARED BY ME OR UNDER MY DIRECTION

BY: Douglas H Mays 12-8-08

DOUGLAS H. MAYS DATE
CIVIL ENGINEER, P.E. C21062
EXPIRES: SEPTEMBER 30, 2009

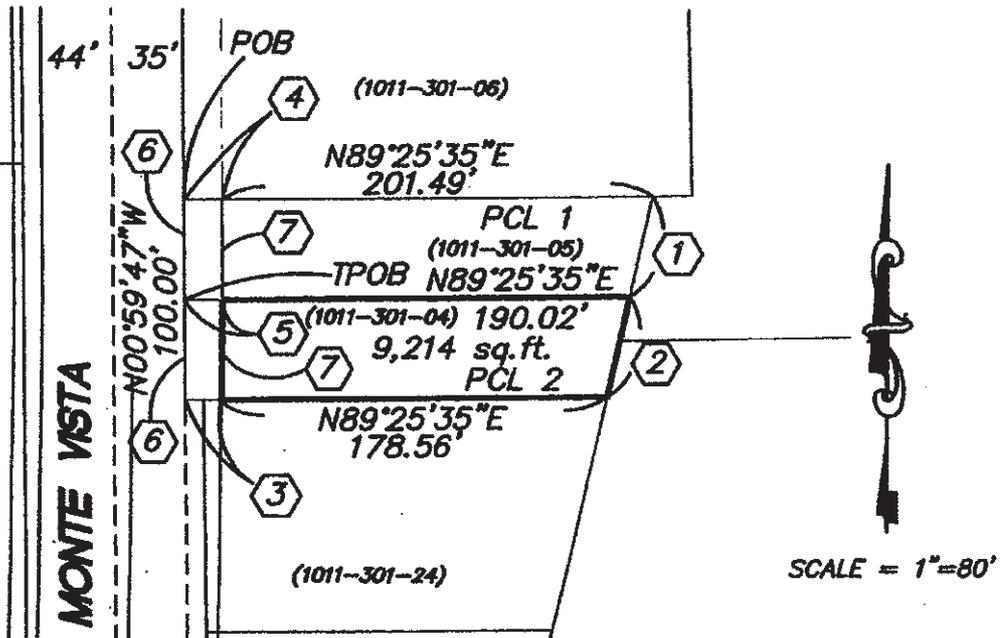
Exhibit A Page 9

EXHIBIT 'B'

PAGE 5 OF 5

ASSESSORS PARCEL NUMBER

1011-301-04,05



①	N12°31'44"E	51.34'	⑤	N89°25'35"E	28.96'
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PREPARED BY ME OR UNDER MY DIRECTION

BY: Douglas H. Mays 12-8-08

DOUGLAS H. MAYS DATE
CIVIL ENGINEER, P.E. C21062
EXPIRES: SEPTEMBER 30, 2009

Exhibit A Page 10

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF THE FILING OF A NOTICE OF COMPLETION FOR CONSTRUCTION OF THE MISSION BOULEVARD IMPROVEMENT PHASE 7 PROJECT; REDUCTION OF FAITHFUL PERFORMANCE BOND TO 10 PERCENT; AND RETENTION OF PAYMENT BOND FOR SIX MONTHS

DATE: July 19, 2010
SECTION: ADMIN. REPORTS
ITEM NO.: 8
FILE I.D.: SSP178
DEPT.: PUBLIC WORKS

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

BUSINESS

PLAN: STRATEGIC PRIORITY NO. 3, GOAL 3

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 No. 3, Goal 3, as contained in Montclair's "Business Plan."

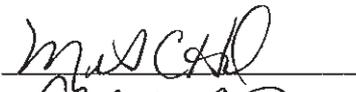
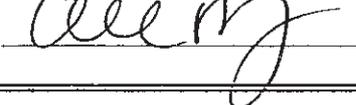
BACKGROUND: On November 16, 2010, Gentry Brothers, Inc., was awarded a contract for construction of the Mission Boulevard Improvement Phase 7 Project and entered into Agreement No. 09-117. All work required pursuant to Agreement No. 09-117 has been satisfactorily completed. Work included new median islands; landscaping and irrigation; pavement reconstruction; curb, gutter, and sidewalk construction; installation of a new traffic signal and intersection improvements at the Pipeline Avenue intersection; and restriping.

FISCAL IMPACT: During the course of construction, it was necessary to adjust a few quantities as well as modify the project scope of services through construction change orders. The changes ultimately increased the total construction cost from the awarded amount of \$1,042,590 to the final cost of \$1,192,999, a \$150,409 increase.

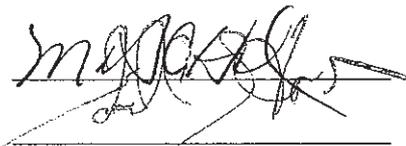
RECOMMENDATION: Staff recommends the City Council take the following actions:

1. Approve the filing of a Notice of Completion for construction of the Mission Boulevard Improvement Phase 7 Project.
2. Reduce the Faithful Performance Bond to 10 percent.
3. Retain the Payment Bond for six months.

Prepared by:

Reviewed and
Approved by:



Proofed by:

Presented by:

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

APN NO. : N/A

(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 Mission Boulevard Improvement Phase 7 Project

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

The City accepted the job on the 16th day of July 2010

The Contractor on said job was Gentry Brothers, Inc.
384 Live Oak
Irwindale, Ca. 91706

The improvement consisted of Street Improvements

The property upon which said work of improvement was completed is described as: 5200-5600 Mission Blvd.

VERIFICATION

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

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

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

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

City Engineer, City of Montclair

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZATION TO PURCHASE FOUR 2010 FORD CROWN VICTORIA POLICE INTERCEPTOR SEDANS FROM HEMBORG FORD	DATE: July 19, 2010 SECTION: ADMIN. REPORTS ITEM NO.: 9 FILE I.D.: VEH450 DEPT.: POLICE
BUSINESS PLAN: N/A	

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing the purchase of four Ford Crown Victoria Police Interceptor sedans. Expenditures in excess of \$20,000 require City Council approval.

BACKGROUND: The City Council approved the purchase of four 2010 Ford Crown Victoria Police Interceptor sedans to replace four 2004 high-mileage vehicles in the Police Department Fiscal Year 2010-11 Budget.

The following vendors responded to a bid request for the vehicle purchase:

<i>Vendor</i>	<i>Bid Amount</i>
Wondries Ford	\$24,252
Hemborg Ford	\$22,739
Clippinger Ford	\$22,696

Clippinger Ford's bid was for 2008 models, which are no longer available. Hemborg Ford's bid was for 2010 models that would be available within 30 days of placing the order.

FISCAL IMPACT: The cost per vehicle would be \$22,739 including sales tax, document fees, and tire tax, for a total of \$90,954 for four vehicles.

RECOMMENDATION: Staff recommends the City Council authorize the purchase of four 2010 Ford Crown Victoria Police Interceptor sedans from Hemborg Ford.

Prepared by: <u><i>Judy B...</i></u>	Reviewed and Approved by: <u><i>Sharon...</i></u>
Proofed by: <u><i>Sharon...</i></u>	Presented by: <u><i>[Signature]</i></u>

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZATION TO ADVERTISE FOR BID PROPOSALS FOR CONSTRUCTION OF THE ALMA HOFMAN PARK LIGHTING AND LANDSCAPE IRRIGATION REPLACEMENT PROJECT	DATE: July 19, 2010 SECTION: ADMIN. REPORTS ITEM NO.: 10 FILE I.D.: PRK200
BUSINESS PLAN: STRATEGIC PRIORITY NOS. 4 AND 5	DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: Advertising for bid proposals is subject to City Council approval.

Construction of this project would satisfy a portion of Strategic Priority Nos. 4 and 5, as contained in Montclair's "Business Plan."

BACKGROUND: The Fiscal Years 2009-2013 Capital Improvement Program includes funding for Alma Hofman Park improvements. This project includes lighting improvements throughout Alma Hofman Park pathways and parking lot. Work also includes replacement of an outdated and inefficient landscape irrigation system.

Replacement of the lighting equipment and irrigation system is expected to begin in October 2010, with an expected completion date in December 2010.

FISCAL IMPACT: The project is entirely funded by the Roberti-Z'berg-Harris Urban Open-Space and Recreation Grant Program contract. The cost of advertising this project should not exceed \$3,500.

RECOMMENDATION: Staff recommends the City Council authorize staff to advertise for bid proposals for construction of the Alma Hofman Park Lighting and Landscape Irrigation Replacement Project.

Prepared by: _____

Maxwell
Allen

Reviewed and
Approved by: _____

[Signature]

Proofed by: _____

Presented by: _____

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZATION TO ADVERTISE FOR BID PROPOSALS FOR THE REPLACEMENT OF PLAYGROUND EQUIPMENT AT ALMA HOFMAN PARK PROJECT	DATE: July 19, 2010 SECTION: ADMIN. REPORTS ITEM NO.: 11 FILE I.D.: PRK200/EQS230
BUSINESS PLAN: STRATEGIC PRIORITY NOS. 4 AND 5	DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: Advertising for bid proposals is subject to City Council approval.

Construction of this project would satisfy a portion of Strategic Priority Nos. 4 and 5, as contained in Montclair's "Business Plan."

BACKGROUND: The Fiscal Years 2009–2013 Capital Improvement Program includes funding for Alma Hofman Park improvements. Replacement of playground equipment includes the removal of the existing playground apparatus and installation of new equipment for both youth and toddlers. A rubberized playground surface will replace the existing wood chip material.

Construction of the playground equipment is expected to begin in September 2010 with an expected completion date in October 2010.

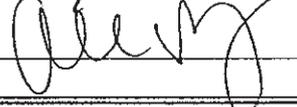
FISCAL IMPACT: The project is entirely funded by the Proposition 40 - Per Capita Grant Program. The cost of advertising this project should not exceed \$3,500.

RECOMMENDATION: Staff recommends the City Council authorize staff to advertise for bid proposals for the Replacement of Playground Equipment at Alma Hofman Park Project.

Prepared by:



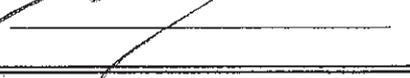
Proofed by:



Reviewed and Approved by:



Presented by:



AGENDA REPORT

SUBJECT: CONSIDER DECLARING CERTAIN CITY
PROPERTY AND UNCLAIMED PROPERTY IN
POLICE CUSTODY AS SURPLUS AND
AVAILABLE FOR AUCTION

DATE: July 19, 2010
SECTION: ADMIN. REPORTS
ITEM NO.: 12
FILE I.D.: EQS051/052
DEPT.: POLICE

**BUSINESS
PLAN:** N/A

REASON FOR CONSIDERATION: The City Council is requested to declare certain City property and unclaimed property in police custody as surplus so it may be made available for auction.

BACKGROUND: The items included on the attached lists are considered as surplus City property or as unclaimed property in police custody. Upon being declared as surplus by the City Council, they will be available for auction.

FISCAL IMPACT: There is no estimation as to the proceeds to be received through auction of these items.

RECOMMENDATION: Staff recommends the City Council declare certain City property and unclaimed property in police custody as surplus and available for auction.

Prepared by: C. Wierke

Reviewed and
Approved by: [Signature]

Proofed by: Sharon [Signature]

Presented by: [Signature]

CITY OF MONTCLAIR PROPERTY AUCTION LOG

Police

June 2010

1

AUCTION #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE AUCTIONED	SERIAL #	CITY TAG
A		1	White Storage cabinet		
B		1	Oak Desk		15481
C		1	Oak Form/Mail Box		
D		1	Oak Roll dest extension		
F		1	Yellow plastic eye wash station		
G ₃		1	Cannon Adding machine, Model MP21DIII	60711160	
H		1	Minolta 35mm camera, Freedom Zoom Panorama	56805182	
I		1	Stainless steel, wall mounted, telephone booth		
J		1	Box of emergency lighting		
K		5	G.E. mobile VHF radios, model MVS	7502959,7502965,7782575,8126018,8126025	
L		15	Data 911, Mobile data computers, model MDS2000	6154,6155,6156,6157,6158,6159,6160,6162,6164,6163,6166,6167,6168,6169,6170	7,15348,15350,15352,15354,15355,15356,15358,15359,15360,15361
M		13	Motorola mobile radio speakers		
N		3	Federal emergency sirens		
O		2	Code 3 power sources		

CITY OF MONTCLAIR PROPERTY AUCTION LOG

2

AUCTION #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE AUCTIONED	SERIAL #	CITY TAG
P		8	Ballistic helmets		
Q		2	"Trek", single Trek Mtn. bikes	1691597, 1766706	
R		1	Metal evidence locker, 36'X70"X24"		
S		1	Metal evidence locker, 36'X70"X24"		
T		8	Flourescent light fixtures, "Prudential Lighting" 8'		
U ⁵ ₄		64	"Ball" 1" mini-blinds, off white, misc.lengths/widths		
V		8	3/4" conduit, 10' lengths		
W		4	1" conduit, 10' lengths		
X		1	Oak lateral file cabinet		
Z		5	Heavy duty circuit breaker boxes		
AA		4	Floor mount benches, 1'X3"		
BB		2	Floor mount benches, 1'X5'		
CC		1	Transient voltage surge protector		
DD		14	Heavy duty electrical transformers		
EE		1	Wall mounted shelve 30"X30"		

CITY OF MONTCLAIR PROPERTY AUCTION LOG

DEPARTMENT Administrative Services MONTH June/2010 PAGE 1 of 3

TAG #	ID #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE AUCTIONED	SERIAL #	CR #	PRICE SOLD FOR
15184	1		1	PC - KMN	IMGB14023863		
15732	2		1	PC - Dell	83SKR01		
15312	3		1	PC - Dell	IVNFR		
15202	4		1	PC	19960165		
15334	5		1	PC - Dell	DNC1D01		
15189	6		1	PC - KMN	IMGB14023860		
15303	7		1	PC - Dell	9YDMK01		
15627	8		1	PC			
15612	9		1	PC			
15718	10		1	PC			
14545	11		1	HP LaserJet 4L Printer	USBB141925		
15486	12		1	LCD Princeton	WCCC4901613		
15928	13		1	PC			
	14		1	PC - HP	US91662765		
15755	15		1	PC - KMN	520003A		

CITY OF MONTCLAIR PROPERTY AUCTION LOG

TAG #	ID #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE AUCTIONED	SERIAL #	CR #	PRICE SOLD FOR
16157	16		1	PC - KMN			
	17		108	Fujitsu Phones			
15471	18		1	PC - Dell	EXT0P		
15654	19		1	PC			
15951	20		1	PC - Enpower			
57	21		1	PC - Generic			
15214	22		1	PC - PCS	19960176		
16171	23		1	Printer - Ecosys FS-C53030N	GPN6Y18715		
	24		1	Fax - Panasonic KXFL511	5KCWD277673		
	25		1	TV - Emerson	7019423372		
	26		1	Cisco 2500 Router	25386594		
15417	27		1	Monitor Viewsonic	22Y012401682		
15581	28		1	Clie	4018453		
15580	29		1	Clie	4018460		
15605	30		1	Clie	4018484		

CITY OF MONTCLAIR PROPERTY AUCTION LOG

DEPARTMENT Administrative Services MONTH June/2010 PAGE 3 of 3

TAG #	ID #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE AUCTIONED	SERIAL #	CR #	PRICE SOLD FOR
16212	31		1	Server	1005493001		
	32		1	Scanner - Epson	J7XW004003		
15207	33		1	Monitor - View Sonic	GQ01610777		
	34		1	Printer - Canon	EVE76994		
15066	35		1	Printer - HP	SG87D130XF		
51 68	36		1	Cisco Router 1600	JMX04156WD B		
15203	37		1	HP Switch	SG90460126		
15132	38		1	3com Hub	72BV1031F86		
15625	39		1	Viewsonic Monitor	22Y012401685		
	40		1	TV - Zenith	62123130179		
14832	41		1	HP Plotter	ESB5406925		
16164	42		1	Microfiche Reader	140943		
15010	43		1	Genicom Printer			
14158	44		1	HP LPQ 500 Printer			

TAG #	QTY	BEST VALUE	DESCRIPTION OF ITEM TO BE AUCTIONED	SERIAL #	CR # CITY TAG #	PRICE SOLD FOR
1	5		DESKS			
2	12		CHAIRS			
3	1		LOCK OUT KIT			
4	1		LASERJET III PRINTER	3103561260	14842	
5	2		BAGS OF ROPE			
6	2		ICE CHESTS			
7	4		MULTI-CASUALTY VESTS			
8	1		MINOLTA 35MM CAMERA	92355391		
9	3		COTS			

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 10-86 AMENDING AGREEMENT
NOS. 08-57 AND 09-116 WITH JOHN
M. AND BRENDA GOLLER CONSTRUCTION
MANAGEMENT SERVICES FOR
SERVICES ASSOCIATED WITH THE
YOUTH AND SENIOR CENTER PROJECTS

DATE: July 19, 2010

SECTION: AGREEMENTS

ITEM NO.: 1

FILE I.D.: HSV151

BUSINESS

PLAN: STRATEGIC PRIORITY NO. 3, GOAL 3

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: Agreements and amendments to agreements with the City require City Council approval.

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

BACKGROUND: The City entered into Agreement No. 08-57 with John M. and Brenda Goller Construction Management Services to assist the City with the construction of the Montclair Youth and Senior Centers and other related construction work. Agreement No. 08-57 was subsequently modified by Agreement No. 09-116, which expanded the scope of services to include:

- Reroofing of various City facilities
- Buildout of Police Department Facility Expansion Area
- Addition of sliding glass doors to City Hall and Recreation for handicap accessibility
- Modification to pottery room to provide for bleacher storage
- Painting and carpeting for Library
- Inclusion of Information Technology Division modifications to the Youth Center

Agreement No. 08-57 anticipated all construction being completed by June 30, 2010. This completion date was not modified by Agreement No. 09-116, even with additional work being added. Unfortunately, the City's construction contractor has not been able to maintain the construction schedule. It is now anticipated that completion of the Senior Center will be no sooner than August 31, 2010.

FISCAL IMPACT: Under the terms of the original agreement and the subsequent amendment, the fee for construction management services is \$613,157. Approval of Agreement No. 10-86 would provide for two additional months of construction management services at \$23,000 per month and an additional two months of services, through October 31, 2010, on a time and materials basis, not to exceed \$23,000 per month. The increase could potentially be as much as \$92,000 depending on the work effort required in the final two months of the contract.

Prepared by: _____

[Signature]
[Signature]

Reviewed and
Approved by: _____

[Signature]
[Signature]

Proofed by: _____

Presented by: _____

No additional appropriation of funds is required. The Youth and Senior Center improvements are funded by revenue generated from the Transactions and Use Tax approved by Montclair voters in November 2004.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 10-86 amending Agreement Nos. 08-57 and 09-116 with John M. and Brenda Goller Construction Management Services for services associated with the Youth and Senior Center Projects.

CITY OF MONTCLAIR
AMENDMENT TO AGREEMENT NOS. 08-57 AND 09-116
WITH JOHN M. AND BRENDA GOLLER
CONSTRUCTION MANAGEMENT SERVICES
FOR
MODIFICATION TO SCOPE OF SERVICES FOR
YOUTH AND SENIOR CENTER PROJECTS

This agreement is made and entered into this _____ day of _____, 2010, by and between the CITY OF MONTCLAIR, a municipal corporation ("City") and John M. and Brenda Goller Construction Management Services, a California Corporation ("Consultant"), and collectively ("Parties").

RECITALS

WHEREAS, Parties have previously entered into Agreement No. 08-57 effective on July 1, 2008, and subsequently modified by Agreement No. 09-116 effective on November 16, 2009, for construction management services in conjunction with the construction of the City of Montclair Youth Center and Senior Center at Alma Hofman Park; and

WHEREAS, Paragraph 1. TERM of Agreement No. 08-57 specified that the term of said Agreement should commence on July 1, 2008, and remain in effect for a period of 24 months until tasks described in said Agreement are completed, but in no event later than October 31, 2010; and

WHEREAS, City's construction contractor now estimates work will continue through August 31, 2010; and

WHEREAS, Parties mutually agree that there is a need to continue Consultant's services beyond the 24-month period specified in Paragraph 1. TERM of Agreement No. 08-58; and

WHEREAS, Paragraph 5. PAYMENT of Agreement No. 08-57 specified Consultant's compensation to be provided in Exhibit B; and

WHEREAS, Exhibit B was replaced by Exhibit B-1 under Agreement No. 09-116;

and

WHEREAS, Exhibit B-1 included no payments beyond June 30, 2010.

NOW, THEREFORE, IT IS AGREED by and between City and Consultant as follows:

AGREEMENT

1. Replace Paragraph 1. TERM of Agreement No. 08-57 with the following:
 1. TERM: This Agreement shall commence on July 1, 2008, and shall remain and continue in effect until tasks described herein are completed, but in no event later than October 31, 2010, unless sooner terminated or extended pursuant to the provisions of this Agreement.
2. Modify Paragraph 5. PAYMENT of Agreement No. 08-57 by substituting the attached Exhibit B-2 for Exhibit B.
3. All other terms of Agreement No. 08-57 shall remain the same and be incorporated herein as though fully set forth.

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

CONSULTANT:

**JOHN M. AND BRENDA GOLLER
CONSTRUCTION MANAGEMENT
SERVICES**

CITY:

CITY OF MONTCLAIR

By _____
John M. Goller, President

Paul M. Eaton/Mayor

Date _____

Date _____

ATTEST:

By _____
Brenda Goller, Sec./Treas.

Donna M. Jackson/City Clerk

Date _____

Date _____

APPROVED AS TO FORM:

Diane E. Robbins/City Attorney

EXHIBIT B-2

Payment Schedule

	2008		2009		2010
July	\$24,025.29	January	\$23,700.00	January	\$28,888.89
August	\$23,499.35	February	\$23,700.00	February	\$28,888.89
September	\$21,700.00	March	\$23,700.00	March	\$28,888.89
October	\$21,700.00	April	\$23,700.00	April	\$28,888.89
November	\$26,700.00	May	\$23,956.36	May	\$28,888.89
December	\$21,700.00	June	\$27,875.36	June	\$28,888.89
		July	\$23,700.00	July	\$23,000.00
		August	\$23,700.00	August	\$23,000.00
		September	\$23,700.00	September	\$23,000.00
		October	\$27,588.89	October*	\$23,000.00
		November	\$27,588.89		
		December	\$27,588.89		
Total	\$139,324.64		\$300,498.39		\$265,333.34

*Payment for October 2010 shall be prorated at \$1,095.24 per workday (1/21 of \$23,000) for each day worked for a total not to exceed \$23,000.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 10-87 WITH THE COUNTY OF
SAN BERNARDINO FOR PARTICIPATION
IN THE WORK RELEASE PROGRAM

DATE: July 19, 2010

SECTION: AGREEMENTS

ITEM NO.: 2

FILE I.D.: PDT975/SBC275

BUSINESS

PLAN: N/A

DEPT.: POLICE

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 10-87 with the County of San Bernardino for participation in the Work Release Program offered through the San Bernardino County Sheriff's Department (SBSD). Proposed Agreement No. 10-87 is attached for the City Council's review and consideration.

BACKGROUND: The Montclair Police Department has traditionally used the services of local car wash businesses to maintain the interior and exterior of its patrol and administrative vehicles. San Bernardino County, through its Sheriff's Department, conducts and administers a Work Release Program for the performance of work by persons committed to the custody of the Sheriff. SBSB would contract with the City of Montclair to provide workers to wash and detail vehicles and perform other duties, as needed, under the direct supervision of Montclair City employees.

The City of Montclair would be responsible for the transportation of said workers and the provision of necessary safety equipment.

FISCAL IMPACT: Approval of proposed Agreement No. 10-87 would require the City to pay a \$100 administration fee upon implementation of the three-year agreement. Implementation of the Agreement would reduce the cost of auto detailing, which is typically included in the Public Works Department's Vehicle Maintenance Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 10-87 with the County of San Bernardino for participation in the Work Release Program.

Prepared by:

Judy B...

Reviewed and
Approved by:

Steve...

Proofed by:

Sharon...

Presented by:

Steve...



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	Vendor Code		SC	Dept. A	Contract Number	
<input type="checkbox"/> Change						
<input type="checkbox"/> Cancel						
County Department SHERIFF			Dept. SHR	Orgn. SHR	Contractor's License No.	
County Department Contract Representative MARIO QUESADA, CAPTAIN			Telephone (909)387-0640		Total Contract Amount \$	
Contract Type <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date 7/1/10	Contract End Date 6/30/13	Original Amount \$	Amendment Amount \$	
Fund AAA	Dept. SHR	Organization SHR	Appr.	Obj/Rev Source 9970	GRC/PROJ/JOB No. WORKREL	Amount \$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$
Project Name Work Release Program			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	FY

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
City of Montclair
Address
5111 Benito Street
Montclair, CA 91763
Telephone (909) 626-8571

hereinafter called CONTRACTOR

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH

WHEREAS, The County of San Bernardino, hereinafter referred to as COUNTY, conducts and administers a work program, through the Sheriff's Department, hereinafter referred to as SHERIFF, under Penal Code Sections 4024.2 and 4024.3, for the performance of work by persons committed to the custody of the SHERIFF.

WHEREAS, the CONTRACTOR desires that participants in said work program be placed with it for work under the direction and control of the CONTRACTOR,

NOW, THEREFORE, it is hereby agreed as follows:

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

1. SHERIFF may place inmates performing work under the aforesaid program with the CONTRACTOR. The number of participants shall depend upon the work available and the ability of the CONTRACTOR to administer and control the work program.
2. On placement of persons under this agreement by the SHERIFF with the CONTRACTOR, the work of the participants will be under the direct supervision and control of the CONTRACTOR and will not be under the supervision or control of the SHERIFF.
3. CONTRACTOR will assign a Crew Supervisor to oversee the inmates assigned to its agency.
4. CONTRACTOR will be supplied with a Crew Supervisor Instruction Booklet by staff of the Work Release Program.
5. CONTRACTOR shall ensure that each Crew Supervisor does not fraternize with, engage services of, accept services from, do favors for, or engage in a romantic, intimate or sexual relationship with participants.
6. CONTRACTOR shall pay to COUNTY a one hundred dollar (\$100) contract administration fee upon implementation of this contract.
7. The work performed by program participants will consist of manual labor to improve or maintain levees or public facilities, including, but not limited to streets, parks, and schools and/or manual labor as approved by the SHERIFF.
8. CONTRACTOR shall ensure the work, supervision, and treatment of the participants shall in all ways conform to applicable law, including but not limited to, California Penal Code Sections 4024.2 and 4024.3.
9. The CONTRACTOR will not provide any security guards and the CONTRACTOR's employee(s) working with participants will not physically restrain any participants that might leave the work area. The SHERIFF will be notified by the end of the day of any participants who did not arrive for scheduled work assignment or left the work area without permission.
10. The CONTRACTOR will provide transportation for participants working under this agreement to and from the work sites, as needed, from pickup points agreed to between the SHERIFF and the CONTRACTOR.
11. Equipment operations will be performed only by qualified CONTRACTOR's employees, with the exception of small power equipment such as weed trimmers, power lawn mowers and hedge trimmers. Work participants must demonstrate proficiency with such tools to the satisfaction of the CONTRACTOR before being allowed to operate said tools. CONTRACTOR must provide necessary safety equipment (such as eye, toe, and shin guards) as required by the California Occupational Safety and Health Administration while participants are operating any equipment. As with all other aspects of this contract, CONTRACTOR assumes all defense and liability for any injuries or damage which may occur while participants are operating power equipment.
12. The CONTRACTOR will provide work program participants with safety equipment such as signs, hard hats and red vests, required to safely perform any work assigned under this contract.
13. The CONTRACTOR's employees will provide safety instructions, explain the work to be done, and direct the work of program participants placed under this contract.

14. In the event that an injury to a participant occurs, the CONTRACTOR shall be responsible for completing an inmate injury report and submitting it to the Work Release Officer at Glen Helen Rehabilitation Center. The SHERIFF will be responsible for paying all medical bills and the subject CONTRACTOR agrees to reimburse SHERIFF for any and all costs incurred as they relate to the reported injury. SHERIFF is not required to provide worker's compensation coverage for inmate work release program participants pursuant to Penal Code Sections 4024.2 and 4024.3. However, should an injured participant successfully pursue a worker's compensation or liability lawsuit through either venue, the CONTRACTOR shall pay all legal and adjusting expenses and any awards settlements or judgments.
15. The term of this contract shall be for a period of three years commencing upon its execution by the San Bernardino County Board of Supervisors. Notwithstanding the foregoing, this contract may be terminated at any time, with or without cause, by CONTRACTOR or by SHERIFF, upon written notice given to the other party at least thirty (30) days prior to the date specified for said termination. In the event of such 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. Notwithstanding the foregoing, COUNTY may terminate this contract at any time, without advance notice to CONTRACTOR, in the event CONTRACTOR fails to comply with any term of this agreement.
16. NOTICES - Any notice required under this contract shall be deemed given when personally delivered or deposited in the U.S. mail, certified, postage prepaid, addressed as follows:

CONTRACTOR: City of Montclair
5111 Benito Street
Montclair, CA 91763

COUNTY: San Bernardino County Sheriff's Department
Bureau of Administration/Contracts Unit
P.O. Box 569
San Bernardino, CA 92402-0569

17. INDEMNIFICATION - The CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The CONTRACTOR's indemnification obligation applies to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

Severability of Interests – The CONTRACTOR agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the CONTRACTOR and the County or between the County and any other insured or additional insured under the policy.

Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage - In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the CONTRACTOR or County payments to the CONTRACTOR will be reduced to pay for County purchased insurance.

18. INSURANCE - The CONTRACTOR agrees to provide insurance set forth in accordance with the requirements herein. If the CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

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

- A. Workers' Compensation/Employers Liability - 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 \$250,000 limits, covering all persons providing services on behalf of the CONTRACTOR and all risks to such persons under this Contract.

If CONTRACTOR has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director Risk Management.

With respect to CONTRACTORS that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- B. Commercial/General Liability Insurance – The CONTRACTOR shall carry General Liability Insurance covering all operations performed by or on behalf of the CONTRACTOR providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- (1) Premises operations and mobile equipment.
 - (2) Products and completed operations.
 - (3) Broad form property damage (including completed operations).
 - (4) Explosion, collapse and underground hazards.
 - (5) Personal injury.
 - (6) Contractual Liability.
 - (7) \$2,000,000 general aggregate limit.

- C. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and nonowned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage per occurrence.

If the CONTRACTOR is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- D. Umbrella Liability Insurance – An umbrella (over Primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- E. Proof of Coverage - CONTRACTOR shall immediately furnish certificates of insurance to the SHERIFF evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated to expire without thirty (30) days written notice to the SHERIFF, and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this contract, CONTRACTOR shall furnish certified copies of the policies and all endorsements.

- F. Insurance Review - The above insurance requirements are subject to periodic review by the COUNTY. The County’s Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY’s risk.

Any such reduction or waiver for the entire term of the contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

- G. The CONTRACTOR may accomplish the insurance requirements herein through a State approved self-insurance program.

19. The Sheriff of San Bernardino County shall have the authority to exercise the COUNTY’s rights and authority under this contract, including the right to give notice of termination of this contract, at his sole discretion.

20. This contract represents the full and complete understanding of the parties with respect to the subject matter hereto, and this contract supersedes all prior oral and written agreements or understanding between the parties with respect to the subject matter hereto. This contract shall be governed by the laws of the State of California. Venue for any lawsuit pertaining to this contract shall be Superior Court of California, County of San Bernardino, San Bernardino District. Any amendment to this contract shall be in writing signed by both parties.

COUNTY OF SAN BERNARDINO

By _____
Gary C. Ovitt, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

City of Montclair
(Print or type name of corporation, company, contractor, etc.)

By _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address 5111 Benito Street
Montclair, CA 91763

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
By _____ County Counsel, Steven Singley, Deputy	By _____	By _____ Department Head
Date _____	Date _____	Date _____

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 10-88 AMENDING AGREEMENT NO. 07-86 WITH THE COUNTY OF SAN BERNARDINO TO ADMINISTER A WOMEN-INFANT-CHILDREN PROGRAM AT THE MONTCLAIR MEDICAL CLINIC	DATE: July 19, 2010 SECTION: AGREEMENTS ITEM NO.: 3 FILE I.D.: HSV105 DEPT.: COMMUNITY DEV.
BUSINESS PLAN: N/A	

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 10-88 amending Agreement No. 07-86 with the County of San Bernardino to renew the contract term for use of the Montclair Medical Clinic for the purpose of administering a Women, Infant, and Children (WIC) Program. Proposed Agreement No. 10-88 is attached for review and consideration by the Council.

BACKGROUND: The County WIC Program is a special supplemental nutrition program for women, infants, and children. The program is funded by the United States Department of Agriculture; and its goals are to improve the overall health and nutritional status of low-income women, infants, and children during critical times of growth and development and to increase participants' knowledge of the relationship between proper nutrition and good health while providing specific supplemental food items. The WIC Program would assist in assuring normal childhood growth, reducing early childhood anemia, and improving access to pediatric health care. In addition, the program would improve participants' consumption of key nutrients essential to growth and development, such as iron, protein, calcium, and Vitamins A and C.

The County of San Bernardino proposes to use the Montclair Medical Clinic facility on Fridays and would provide the supplies, equipment, and staffing required to administer the WIC Program.

The term of proposed Agreement No. 10-88 is September 1, 2010, through August 31, 2013.

FISCAL IMPACT: The City would provide adequate facility space for the County of San Bernardino to administer its WIC Program for one dollar a year.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 10-88 amending Agreement No. 07-86 with the County of San Bernardino to administer a Women-Infant-Children Program at the Montclair Medical Clinic.

Prepared by:

M. Richter
Christine Sneiderly

Reviewed and
Approved by:

Stacy Lester
[Signature]

Proofed by:

Presented by:



County of San Bernardino

F A S

STANDARD CONTRACT

FIRST AMENDMENT

FOR COUNTY USE ONLY

<input type="checkbox"/> New	Vendor Code	SC	Dept.	A	Contract Number			
<input checked="" type="checkbox"/> Change					07-748 A-1			
<input type="checkbox"/> Cancel								
County Department			Dept.	Orgn.	Contractor's License No.			
Real Estate Services Department								
County Department Contract Representative			Telephone		Total Contract Amount			
David H. Slaughter, Director			(909) 387-7813		\$			
			Contract Type		Other:			
<input type="checkbox"/> Revenue			<input checked="" type="checkbox"/> Encumbered		<input type="checkbox"/> Unencumbered			
If not encumbered or revenue contract type, provide reason:								
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
				\$	\$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount		
AAA	RNT	RNT	200	2905	65002315	\$		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
						\$		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
						\$		
Project Name			Estimated Payment Total by Fiscal Year					
Montclair- DPH-WIC			FY	Amount	I/D	FY	Amount	I/D
5111 Benito Street								
Contract type -- 2(d)								

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name City of Montclair hereinafter called LANDLORD
 Address 5111 Benito Street
Montclair, CA 91763
 Telephone (909) 625-9453 Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the COUNTY and LANDLORD have previously entered into a Lease Agreement, Contract No. 07-748, wherein LANDLORD agreed to lease certain real property to the COUNTY; and,

WHEREAS, COUNTY and LANDLORD now desire to amend the Lease Agreement, Contract No. 07-748, to reflect the COUNTY'S exercise of its three-year option to extend the term through August 31, 2013.

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the parties hereto agree the Lease Agreement, Contract No. 07-748, is amended as follows:

1. EXTEND the term of Lease Agreement, Contract No. 07-748, from September 1, 2010 through August 31, 2013.

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

2. The parties acknowledge and agree that the following does not currently apply to the Lease Agreement as neither COUNTY nor LANDLORD will use the funds described below in connection with the Premises. Notwithstanding the inapplicability of the following, due to COUNTY requirements, add the following as a new **Paragraph 45, USE OF AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 FUNDS AND REQUIREMENTS** to Lease Agreement, Contract No. 07-748, which shall read:

45. USE OF AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 FUNDS AND REQUIREMENTS: This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the COUNTY for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. LANDLORD must contact the COUNTY contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. LANDLORD will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the COUNTY may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. LANDLORD agrees to fully cooperate in providing information or documents as requested by the COUNTY pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

LANDLORD may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. LANDLORD must contact the COUNTY with any questions regarding registration requirements. COUNTY will notify LANDLORD at least sixty (60) days in advance of COUNTY'S using any funds from ARRA in connection with this Lease Agreement.

3. The parties acknowledge and agree that the following does not currently apply to the Lease Agreement as neither COUNTY nor LANDLORD will use the funds described below in connection with the Premises. Notwithstanding the inapplicability of the following, due to COUNTY requirements, add the following as a new **Paragraph 46, SCHEDULE OF EXPENDITURE OF FEDERAL AWARDS** to Lease Agreement, Contract No. 07-748, which shall read:

46. SCHEDULE OF EXPENDITURE OF FEDERAL AWARDS: In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. LANDLORD agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by

ARRA Section 1512 ©. In addition, LANDLORD agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds. LANDLORD may be required to provide detailed information regarding expenditures so that the COUNTY may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. LANDLORD agrees to fully cooperate in providing information or documents as requested by the COUNTY pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract. COUNTY will notify LANDLORD at least sixty (60) days in advance of COUNTY'S using any funds from ARRA in connection with this Lease Agreement.

4. All other provisions and terms of the Lease Agreement, Contract No. 07-748, as previously amended shall remain the same and are hereby incorporated by reference.

END OF FIRST AMENDMENT.

COUNTY OF SAN BERNARDINO

By _____
 Gary C. Ovitt, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS

DOCUMENT HAS BEEN DELIVERED TO THE
 CHAIRMAN OF THE BOARD

LAURA H. WELCH
 Clerk of the Board of Supervisors
 of the County of San Bernardino

By _____
Deputy

CITY OF MONTCLAIR

By _____
 Name: Paul M. Eaton

Title: Mayor

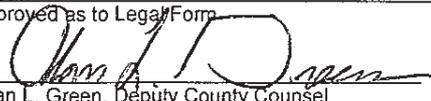
Date: _____

By _____
 Name: Donna Jackson

Title: City Clerk

Date: _____

Address: 5111 Benito Street
 Montclair, CA 91763

Approved as to Legal Form  Alan L. Green, Deputy County Counsel Date <u>5/5/10</u>	Reviewed by Contract Compliance _____ Date _____	Presented to BOS for Signature _____ Department Head Date _____
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AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 10-90, AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MONTCLAIR/CITY OF MONTCLAIR REDEVELOPMENT AGENCY/ MONTCLAIR HOUSING CORPORATION AND EDWARD C. STARR	DATE: July 19, 2010 SECTION: AGREEMENTS ITEM NO.: 4 FILE I.D.: CMR075 DEPT.: CITY MGR./RDA/MHC
BUSINESS PLAN: N/A	

REASON FOR CONSIDERATION: The California Government Code authorizes the City Council to execute employment agreements.

BACKGROUND: In a Closed Session meeting on July 6, 2010, the Mayor and City Council Members unanimously gave preliminary approval to hire Director of Administrative Services Edward C. Starr to the position of City Manager/Executive Director/Director of Administrative Services. Salient terms of proposed Agreement No. 10-90 include the following:

1. **Term.** Proposed Agreement No. 10-90 shall become effective July 1, 2010, through June 30, 2014. Thereafter, Agreement No. 10-90 shall automatically remain in full force indefinitely, unless otherwise altered or superseded by any successor agreement. Twelve months prior to expiration of the Agreement, the employer shall provide notice in writing if the Agreement is not to be renewed; if notice is not provided, Agreement No. 10-90 shall automatically renew. During the 12 months prior to expiration, the employer and employee may meet to renegotiate new terms and conditions of employment.
2. **Termination Without Cause.** The employer may terminate the employee without cause with four affirmative votes of the City Council. However, upon termination without cause, the employee is eligible to receive severance pay equal to the base monthly salary for the City Manager classification at time of termination, multiplied by 18—the California Government Code prohibits severance pay in excess of 18 months. The employer is prohibited from terminating the employee without cause during the first six months following a local municipal election in which a change of City Council Members occurs. In addition to severance pay, the employee shall also be entitled to up to 18 months of employer-provided health care benefits.

At his option, the employee, upon termination, may elect to return to the position of Deputy City Manager/Director of Administrative Services at a salary based on a market survey for the position of Deputy City Manager—market survey cities shall include Chino, Claremont, and Upland—or retire with full benefits as provided for in

Prepared by:

Proofed by:

Reviewed and
Approved by:

Presented by:

proposed Agreement No. 10-90 and the Agreement between the employer and executive management employees.

3. **Termination with Cause.** The employer may terminate the employee at any time with cause, based upon a ground or grounds identified in proposed Employment Agreement No. 10-90. The employee shall not be entitled to severance pay when terminated with cause. The employee is also ineligible to receive severance pay when he voluntarily resigns or retires from the position of City Manager.
4. **Wages.** During the first year of employment under the terms of Agreement No. 10-90 and in recognition of the current financial crisis impacting the nation, state, and region, the employee voluntarily agrees to remain at his current salary as Deputy City Manager/Director of Administrative Services for a period not to exceed 12 months. Thereafter, and following a performance review, wages shall be based on the median of a market survey of the City Manager position in the cities of Chino, Claremont, and Upland.
5. **Automobile Allowance.** The employer agrees to provide the employee with an automobile allowance based on provisions contained in the City's Automobile Allowance Policy and Agreement No. 10-90.
6. **Health Insurance Benefits.** The employer agrees to provide health insurance coverage to the employee and legal dependents under the same coverage and policies provided to other executive management employees, up to the full amount of monthly premiums. Upon retirement, the employer shall continue to pay for health care benefits for the employee and one dependent under the same terms provided for during employment. Upon integration with Medicare, the employee and eligible dependent shall be entitled to medical coverage under the Medicare Advantage Plan Part C, Part D, and any supplemental health care insurance enrolled in. However, monthly premiums shall not exceed monthly premium amounts charged to the employer by health care providers for employee and dependent coverage.
7. **Life Insurance.** The employer agrees to provide life insurance pursuant to provisions contained in the proposed Employment Agreement with executive management employees and shall continue such coverage upon retirement.
8. **Sick Leave/Sick Leave Redemption at Retirement.** The employee's sick leave accrual shall be capped at 1,500 hours, and the employee shall be entitled to reimbursement upon retirement.
9. **Vacation Leave/Vacation Leave Redemption at Separation.** The employee shall accrue vacation leave as provided for in the proposed Employment Agreement between the employer and executive management employees. The employee shall be entitled to reimbursement of accrued vacation leave upon retirement or separation.
10. **Deferred Compensation.** The employer, on behalf of the employee, shall annually contribute to an employer-sponsored deferred compensation plan, up to the maximum annual amount allowable under federal tax law for a 457(b) Deferred Compensation Plan, not to exceed \$25,000 annually. The employee shall not be eligible for employee-provided deferred compensation contributions as provided for in the employment agreement with executive management employees.

11. Residency. The employee, at his discretion, is permitted to reside in Montclair or nearby City of his choosing.

FISCAL IMPACT: During the first year of implementation, proposed Agreement No. 10-90 provides no direct, significant increase in employee compensation; however, combining the City Manager/Executive Director and Deputy City Manager/Director of Administrative Services into a single classification creates a significant, positive impact on the City's General Fund of approximately \$260,000; an additional savings of approximately \$86,000 accrues to the Redevelopment Agency.

RECOMMENDATION: Staff recommends the City Council and Redevelopment Agency and Montclair Housing Corporation Boards of Directors approve Agreement No. 10-90, an Employment Agreement between the City of Montclair/City of Montclair Redevelopment Agency/Montclair Housing Corporation and Edward C. Starr.

AGENDA REPORT

SUBJECT: CONSIDER REDEVELOPMENT AGENCY BOARD OF DIRECTORS' ADOPTION OF RESOLUTION NO. 10-03 MAKING CERTAIN FINDINGS WITH RESPECT TO PUBLIC IMPROVEMENTS TO BE FINANCED BY THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY	DATE: July 19, 2010 SECTION: RESOLUTIONS ITEM NO.: 1 FILE I.D.: STA110 DEPT.: RDA/PUBLIC WORKS
CONSIDER CITY COUNCIL'S ADOPTION OF RESOLUTION NO. 10-2856 MAKING CERTAIN FINDINGS WITH RESPECT TO PUBLIC IMPROVEMENTS TO BE FINANCED BY THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY	

BUSINESS

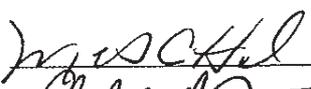
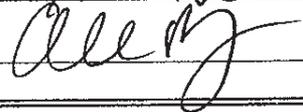
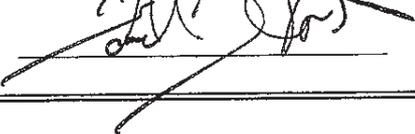
PLAN: STRATEGIC PRIORITY NO. 6

REASON FOR CONSIDERATION: Additional funding is required for right-of-way acquisition for the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project. Proposed Redevelopment Agency Resolution No. 10-03 and City Resolution No. 10-2856 make certain findings justifying the use of Redevelopment Agency funds for the right-of-way acquisition.

Adoption of Agency Resolution No. 10-03 and City Resolution No. 10-2856 will satisfy a portion of Strategic Priority No. 6 as contained in Montclair's "Business Plan."

BACKGROUND: The passage of the state Traffic Congestion Relief Act in 2000 provided \$95 million for grade separation projects within San Bernardino County. One of the grade separation projects to be fully funded was the Monte Vista Avenue/Union Pacific Railroad Project in the City of Montclair. By 2003, state environmental compliance and the design had been completed; and the City began acquiring right-of-way. However, also in 2003, the state withdrew funding and work ceased.

In 2005, partial funding was restored by the state, and right-of-way acquisition resumed. Also by 2005, property values had begun to increase; and the partially restored funding ultimately was insufficient to complete the right-of-way acquisition for this project. Most of the acquisitions are complete. All that currently remains is the acquisition of two easements and conversion of an existing easement to fee title at the northwest quadrant of the railroad crossing and the completion of a full acquisition on the east side of Monte Vista Avenue, south of State Street. Although federal funds have been identified for use on this project, they cannot be used at this time because the project lacks federal environmental clearance.

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

City staff met with San Bernardino Associated Governments (SANBAG), the agency responsible for distributing funds from the Traffic Congestion Relief Program (TCRP), to see if additional TCRP funds, or other funds, might be available to complete the acquisition. Although no nonfederal funds were available, SANBAG did offer to shift some TCRP money and designate some federal money for use on other City projects if the funds identified for those projects could be moved to the Monte Vista Avenue project. Subsequent to that meeting, SANBAG has taken two items to the California Transportation Commission (CTC). The first item, approved at the May CTC meeting, shifted \$125,000 from Phase 2 – Design to Phase 3 – Right-of-Way. The second item, approved in the June CTC meeting, provided \$551,000 for the City's Mission Boulevard Project, Phase 9.

The Mission Boulevard Project is already the recipient of federal funds and, therefore, already has federal environmental clearance. Staff proposes using these newly designated federal funds for Phase 9 improvements extending from Pipeline Avenue to the Pomona City limit. This project should advertise later this year. One of the funding sources for the Phase 9 improvements is through the Mission Boulevard Joint Redevelopment Project Area with San Bernardino County. The County has consented to the shifting of funds from Phase 9 Mission Boulevard to the Monte Vista Avenue project.

In order to use Redevelopment Agency funds from both Redevelopment Project Area No. IV and the Mission Boulevard Joint Redevelopment Project Area, certain findings must be made by Resolution. Proposed Agency Resolution No. 10-03 and City Resolution No. 10-2853 make the necessary findings for the use of Agency funds on right-of-way acquisition. The Resolutions include findings that the grade separation project is a benefit to both Redevelopment Project Area No. IV and the Mission Boulevard Joint Redevelopment Project Area. Although there are other sources of funding being used for this grade separation project, they are inadequate by themselves to complete the project. Therefore, Agency funds are necessary to ensure completion of right-of-way acquisition. The proposed Resolutions indicate that the project will assist in the elimination of blighting conditions in the Project Areas. The project is also consistent with the Project Area No. IV and Mission Boulevard Joint Redevelopment Project Area Implementation Plans.

FISCAL IMPACT: It is estimated that between \$1 million and \$1.5 million would be required to complete the right-of-way acquisition remaining for the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project.

RECOMMENDATION: Agency and City staff recommend the following actions:

1. Redevelopment Agency Board of Directors' adoption of Resolution No. 10-03 making certain findings with respect to public improvements to be financed by the City of Montclair Redevelopment Agency.
2. City Council's adoption of Resolution No. 10-2856 making certain findings with respect to public improvements to be financed by the City of Montclair Redevelopment Agency.

RESOLUTION NO. 10-03

**A RESOLUTION OF THE CITY OF MONTCLAIR
REDEVELOPMENT AGENCY MAKING CERTAIN
FINDINGS WITH RESPECT TO PUBLIC IMPROVE-
MENTS TO BE FINANCED BY THE CITY OF
MONTCLAIR REDEVELOPMENT AGENCY FOR
THE MONTE VISTA GRADE SEPARATION**

WHEREAS, the City of Montclair Redevelopment Agency (the "Agency") is a community redevelopment agency organized and existing under the California Community Redevelopment Law, Health and Safety Code Sections 33000, *et seq.* ("CRL") and has been authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council (the "City Council") of the City of Montclair (the "City"); and

WHEREAS, Section 33445 of the CRL authorizes a redevelopment agency, with the consent of the legislative body, to pay all or part of the value of land for and the cost of the installation and construction of any building, facility, structure, or other improvement that is publicly owned and is located inside or contiguous to the project area if the legislative body determines all of the following: (i) that the acquisition of land or the installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned are of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons; (ii) that no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community; and (iii) that the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490; and

WHEREAS, the City has undertaken that certain public work of improvement known as the Monte Vista Grade Separation Project (the "Public Improvement") within the City; and

WHEREAS, a portion of the Public Improvement is located within and is a benefit to the Agency's Redevelopment Project Area No. IV and is necessary to effectuate the purposes of the redevelopment plan for Redevelopment Project Area No. IV by providing for pedestrian and vehicular system improvements coordinated with land uses and densities adequate to accommodate traffic and to provide new public improvements, as needed, to serve the Project Area and will assist in the elimination of one or more blighting conditions inside the project area of Redevelopment Project Area No. IV by installation, construction, or reconstruction of streets, utilities, and other public improvements; and

WHEREAS, a portion of the Public Improvement is also located within and is a benefit to the Agency's Mission Boulevard Joint Redevelopment Project Area and is necessary to effectuate the purposes of the redevelopment plan for Mission Boulevard joint Redevelopment Project Area by providing for improvements to the general circulation system, streets, and roadways and will improve a public facility that will

facilitate the access of law enforcement, fire, and public works and will assist in the elimination of one or more blighting conditions inside the Mission Boulevard Joint Redevelopment Project Area by the acquisition, installation, construction, or reconstruction, redesign, or reuse of streets, utilities, curbs, gutters, sidewalks, traffic control devices, flood control facilities, and other public improvements; and

WHEREAS, there are no other reasonable means of financing the cost of the Public Improvement other than by the Agency, as the City does not have sufficient funds to pay for the Public Improvement; and

WHEREAS, the Agency's payment of funds for the Public Improvement is consistent with the implementation plan adopted pursuant to Section 33490 of the CRL for Redevelopment Project Area No. IV whereby the Implementation Plan discusses proposed improvements to Monte Vista Avenue; and

WHEREAS, the Agency's payment of funds for the Public Improvement is also consistent with the implementation plan adopted pursuant to Section 33490 of the CRL for Mission Boulevard Joint Redevelopment Project Area whereby the Implementation Plan use of redevelopment resources for infrastructure improvements to Mission Boulevard and other rights-of-way that include construction of street improvements; and

WHEREAS, the Public Improvement is provided for in the Redevelopment Plan for Redevelopment Project Area No. IV authorizing the acquisition of land for right-of-way purposes and the Redevelopment Plan for Redevelopment Project Area No. IV authorizes the Agency to install and construct public improvements necessary to carry out the plan, not limited to underpasses, streets, curbs, gutters, sidewalks, utilities and other public improvements; and

WHEREAS, the Public Improvement is provided for in the Redevelopment Plan for the Mission Boulevard Joint Redevelopment Project Area as a needed public improvement and a specifically authorized public improvement is the Monte Vista Grade Separation at the Union Pacific Railroad.

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

Section 1. The Agency finds and determines that the Public Improvement is located within and is a benefit to the Agency's Redevelopment Project Area No. IV and the Mission Boulevard Joint Redevelopment Project Area and the surrounding development, is necessary to effectuate the purposes of the redevelopment plan for Redevelopment Project Area No. IV and the Mission Boulevard Joint Redevelopment Project Area and will assist in the elimination of one or more blighting conditions inside the project area of Redevelopment Project Area No. IV and the Mission Boulevard Joint Redevelopment Project Area.

Section 2. The Agency finds and determines that no other reasonable means of financing the Public Improvement are available to the community.

Section 3. The Agency finds and determines that the Agency's funding of the

Public Improvement is consistent with the adopted implementation plan and the redevelopment plan.

Section 4. The Agency finds and determines that the Public Improvement is provided for in the redevelopment plans for Agency's Redevelopment Project Area No. IV and the Mission Boulevard Joint Redevelopment Project Area.

Section 5. The Agency Secretary shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this XX day of XX, 2010.

Chairman

ATTEST:

Secretary

I, Donna M. Jackson, Secretary of the City of Montclair Redevelopment Agency, DO HEREBY CERTIFY that Resolution No. 10-03 was duly adopted by the Redevelopment Agency Board of Directors at a regular meeting thereof, 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

RESOLUTION NO. 10-2856

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR MAKING CERTAIN FINDINGS WITH RESPECT TO PUBLIC IMPROVEMENTS TO BE FINANCED BY THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY FOR THE MONTE VISTA GRADE SEPARATION

WHEREAS, the City of Montclair Redevelopment Agency (the "Agency") is a community redevelopment agency organized and existing under the California Community Redevelopment Law, Health and Safety Code Sections 33000, *et seq.* ("CRL") and has been authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council (the "City Council") of the City of Montclair (the "City"); and

WHEREAS, Section 33445 of the CRL authorizes a redevelopment agency, with the consent of the legislative body, to pay all or part of the value of land for and the cost of the installation and construction of any building, facility, structure, or other improvement that is publicly owned and is located inside or contiguous to the project area if the legislative body determines all of the following: (i) that the acquisition of land or the installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned are of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons; (ii) that no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community; and (iii) that the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490; and

WHEREAS, the City has undertaken that certain public work of improvement known as the Monte Vista Grade Separation Project (the "Public Improvement") within the City; and

WHEREAS, the Public Improvement is located within and is a benefit to the Agency's Redevelopment Project Area No. IV and is necessary to effectuate the purposes of the redevelopment plan for Redevelopment Project Area No. IV by providing for pedestrian and vehicular system improvements coordinated with land uses and densities adequate to accommodate traffic and to provide new public improvements, as needed, to serve the Project Area and will assist in the elimination of one or more blighting conditions inside the project area of Redevelopment Project Area No. IV by installation, construction, or reconstruction of streets, utilities, and other public improvements; and

WHEREAS, the Public Improvement is also located within and is a benefit to the Agency's Mission Boulevard Joint Redevelopment Project Area and is necessary to effectuate the purposes of the redevelopment plan for Mission Boulevard joint Redevelopment Project Area by providing for improvements to the general circulation system, streets, and roadways and will improve a public facility that will facilitate the access of law enforcement, fire, and public works and will assist in the elimination of one or

more blighting conditions inside the Mission Boulevard Joint Redevelopment Project Area by the acquisition, installation, construction, or reconstruction, redesign, or reuse of streets, utilities, curbs, gutters, sidewalks, traffic control devices, flood control facilities, and other public improvements; and

WHEREAS, there are no other reasonable means of financing the cost of the Public Improvement other than by the Agency, as the City does not have sufficient funds to pay for the Public Improvement; and

WHEREAS, the Agency's payment of funds for the Public Improvement is consistent with the implementation plan adopted pursuant to Section 33490 of the CRL for Redevelopment Project Area No. IV whereby the Implementation Plan discusses proposed improvements to Monte Vista Avenue; and

WHEREAS, the Agency's payment of funds for the Public Improvement is also consistent with the implementation plan adopted pursuant to Section 33490 of the CRL for Mission Boulevard Joint Redevelopment Project Area whereby the Implementation Plan use of redevelopment resources for infrastructure improvements to Mission Boulevard and other rights-of-way that include construction of street improvements; and

WHEREAS, the Public Improvement is provided for in the Redevelopment Plan for Redevelopment Project Area No. IV authorizing the acquisition of land for right-of-way purposes and the Redevelopment Plan for Redevelopment Project Area No. IV authorizes the Agency to install and construct public improvements necessary to carry out the plan, not limited to underpasses, streets, curbs, gutters, sidewalks, utilities, and other public improvements; and

WHEREAS, the Public Improvement is provided for in the Redevelopment Plan for the Mission Boulevard Joint Redevelopment Project Area as a needed public improvement and a specifically authorized public improvement is the Monte Vista Grade Separation at the Union Pacific Railroad.

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

Section 1. The City Council finds and determines that the Public Improvement is located within and is a benefit to the Agency's Redevelopment Project Area No. IV and the Mission Boulevard Joint Redevelopment Project Area and the surrounding development, is necessary to effectuate the purposes of the redevelopment plan for Redevelopment Project Area No. IV and the Mission Boulevard Joint Redevelopment Project Area and will assist in the elimination of one or more blighting conditions inside the project area of Redevelopment Project Area No. IV and the Mission Boulevard Joint Redevelopment Project Area.

Section 2. The City Council finds and determines that no other reasonable means of financing the Public Improvement are available to the community.

Section 3. The City Council finds and determines that the Agency's funding of the Public Improvement is consistent with the adopted implementation plan and the redevelopment plan.

Section 4. The City Council finds and determines that the Public Improvement is provided for in the redevelopment plans for Agency's Redevelopment Project Area No. IV and the Mission Boulevard Joint Redevelopment Project Area.

Section 5. The City Clerk shall certify to the adoption of 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. 10-2856 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. 10-2857 AUTHORIZING SUBMISSION OF FISCAL YEAR 2010-11 USED OIL PAYMENT PROGRAM APPLICATION TO THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY	DATE: July 19, 2010 SECTION: RESOLUTIONS ITEM NO.: 2 FILE I.D.: REF165 DEPT.: ADMIN. SVCS.
CONSIDER DESIGNATING MAYOR PAUL M. EATON OR HIS DESIGNEE AS THE PERSON AUTHORIZED TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE PURPOSE OF SECURING PAYMENT FUNDS	

BUSINESS

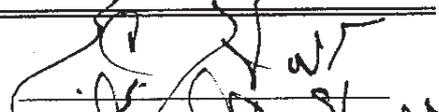
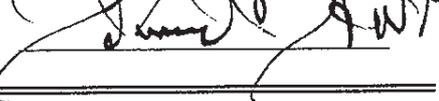
PLAN: N/A

REASON FOR CONSIDERATION: Section 48653 of the California Public Resources Code authorizes The Department of Resources Recycling and Recovery (CalRecycle), formerly the California Integrated Waste Management Board, to issue payments to local governments for the establishment of new programs or the enhancement of existing programs that address the proper management of used oil and oil filters. The City of Montclair is eligible to receive payment in the estimated amount of \$5,000 from the State of California for development and maintenance of used oil/oil filter recycling programs.

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

The City's Fiscal Year 2010-11 OPP Application proposes inclusion of the following program activities:

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

Prepared by: <u>Jane Kullbeck</u>	Reviewed and Approved by:	
Proofed by: <u>Kathy Dalton</u>	Presented by:	

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

FISCAL IMPACT: The City is eligible to receive payment in the estimated amount of \$5,000 for Fiscal Year 2010-11.

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

1. Adopt Resolution No. 10-2857 authorizing the submission of a Fiscal Year 2010-11 Used Oil Payment Program Application to The Department of Resources Recycling and Recovery.
2. Designate Mayor Paul M. Eaton or his designee as the person authorized to execute all necessary documents for the purpose of securing payment.

RESOLUTION NO. 10-2857

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AUTHORIZING SUBMISSION OF A FISCAL YEAR 2010-11 USED OIL PAYMENT PROGRAM APPLICATION TO THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

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

WHEREAS, The Department of Resources Recycling and Recovery has been delegated responsibility for administration of used oil collection/disposal programs and setting up procedures governing payment applications by cities and counties; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair hereby authorizes submission of an application to The Department of Resources Recycling and Recovery for a Fiscal Year 2010-11 Used Oil Payment Program.

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

APPROVED AND ADOPTED this XX day of XX, 2010.

Mayor

ATTEST:

City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 10-2857 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



Used Oil Payment Program Application Certification

City of Montclair

Fiscal Year: 2010-2011 **Cycle:** OPP1

Program Requirements Summary

1) Public Resources Code 48691(a)(1)(2)

Ensures there is one Certified Used Oil Collection Center for every 100,000 residents.

2) Public Resources Code 48691(b)

Our program has a public education component that informs the public of locally available used oil recycling opportunities.

Acceptance of Used Oil Payment Program Provisions

Applicant acknowledges that submittal of this application constitutes acceptance of all provisions as contained in the Used Oil Payment Program Guidelines. The Guidelines document is available at:
<http://www.calrecycle.ca.gov/UsedOil/LGPayments/1stCycle/Guidelines.pdf>

Payment Information

Payment Option: April Payment Requested: Standard payment request

Payment Address: , 5111 Benito St , Montclair , CA 91763

Contact Type	Name	Title
Primary Contact	Richard Beltran	Assistant Finance Director
Signature Authority	Paul M. Eaton	Mayor

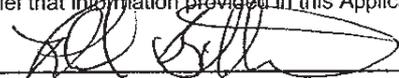
Document Type	Date*	Title
Resolution		Pending Upload
Application Certification		Pending Upload
Letter of Designation (LOD)		Pending Upload

* Document Due Date: 07/30/2010

Participant Jurisdiction	Document Type	Date
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Penalty of Perjury Statement:

"I certify under penalty of perjury, under the laws of the State of California that I am authorized to sign this application on behalf of Applicant, that I have read the Used Oil Payment Guidelines and that to the best of my knowledge and belief that information provided in this Application is true and correct."

X  _____ 6/30/10
 Signature of Signature Authority (as authorized in Resolution) or Date
 Authorized Designee (as authorized in Letter of Designation)
 Richard Beltran _____ Asst. Finance Director
 Print Name Print Title

IMPORTANT! Applicant must print out this page, have Signature Authority sign it, upload signed page to the OPPO system, and retain the original hard copy document in your cycle file.

AGENDA REPORT

SUBJECT: RESPONSE TO COUNCIL INQUIRY RELATED
TO PUBLIC SIDEWALKS IN RESIDENTIAL
AREAS OF THE CITY

DATE: July 19, 2010

SECTION: RESPONSE

ITEM NO.: A

FILE I.D.: STA650

**BUSINESS
PLAN:** N/A

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: At the City Council meeting of July 6, 2010, Mayor Pro Tem Dutrey requested a report on the number of properties within the City that are missing public sidewalks.

BACKGROUND: When new development is constructed within the City, a standard condition of approval for that development is a requirement to install sidewalks. Some residential areas of the City were developed prior to the City's incorporation in 1956, and many of these developments were constructed without public sidewalks.

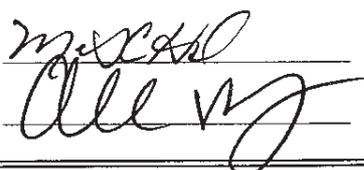
The attached Sidewalk Map indicates that there are 4,089 parcels zoned for single-family residential land use. Of these, there are 616 parcels without sidewalks.

This report does not address multifamily residential properties, as most of these properties were developed in the 1960s after City incorporation and have sidewalks. The report also does not address other nonresidential properties.

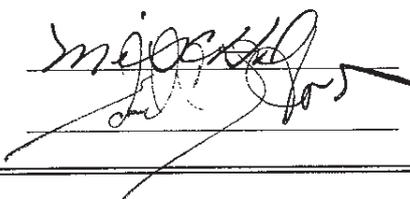
FISCAL IMPACT: There is no fiscal impact associated with receiving and filing this study. Should sidewalks be constructed, the current estimated cost for sidewalks is \$6.00 per square foot. Assuming a width of five feet, an average property frontage of 75 feet, 616 residential properties currently without sidewalks, and a contingency of 30 percent to address various removals that would be required, the estimated construction cost is \$1.8 million.

RECOMMENDATION: Staff recommends the City Council receive and file this report.

Prepared by: _____



Reviewed and
Approved by: _____



Proofed by: _____

Presented by: _____

Sidewalk Map

(Parcels without)
Montclair, CA

Legend

-  City Limits
-  Single Family Land Use = 4089
-  No Public Sidewalk = 616
-  Schools
-  Private Schools
-  Parks
-  County
-  Ontario_Sphere
-  City of Montclair



**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON TUESDAY,
JULY 6, 2010, AT 9:27 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Eaton called the meeting to order at 9:27 p.m.

II. ROLL CALL

Present: Mayor Eaton; Council Member Ruh; and City Manager Starr

III. APPROVAL OF MINUTES

**A. Minutes of the Regular Personnel Committee Meeting of
June 21, 2010.**

Moved by City Manager Starr, seconded by Council Member Ruh,
and carried unanimously to approve the minutes of the Personnel
Committee meeting of June 21, 2010.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

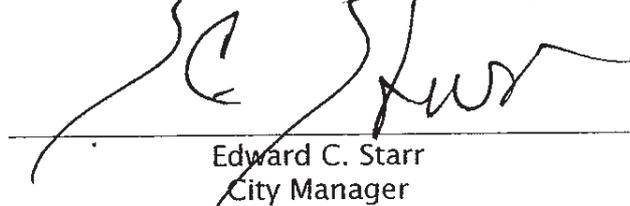
At 9:28 p.m., the Personnel Committee went into Closed Session
regarding personnel matters related to appointments, resignations/
terminations, and evaluations of employee performance.

At 9:48 p.m., the Personnel Committee returned from Closed Session.
Mayor Eaton stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 9:48 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager