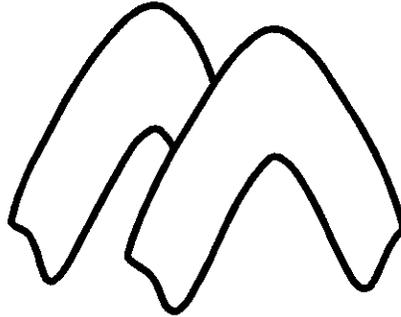


AGENDA FOR CITY COUNCIL, REDEVELOPMENT AGENCY, AND  
MONTCLAIR HOUSING CORPORATION

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

September 20, 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

September 20, 2010

7:00 p.m.

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

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

Page No.

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

II. INVOCATION

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

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. PRESENTATIONS

A. Introduction of New Employee

VI. PUBLIC COMMENT

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

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

VII. PUBLIC HEARINGS

A. Consider a Plan Amendment for Fiscal Year 2010-11 Community Development Block Grant Projects [CC]

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B. First Reading - Consider Ordinance No. 10-916 Amending Chapters 11.02, 11.18, and 11.38 and Adding Chapter 11.19 to the Montclair Municipal Code Related to Accessory Structures in Single-Family Residential Zones [CC]

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- C. First Reading - Consider Adoption of Ordinance No. 10-917  
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## VIII. CONSENT CALENDAR

- A. Approval of Minutes
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September 7, 2010
- B. Administrative Reports
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8. Consider "No Action" on Alcoholic Beverage Permit Application -  
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- C. Agreements
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2. Consider Approval of Agreement No. 10-109 with Hope  
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Program at the San Antonio Vista Apartments [CC] 36
- D. Resolutions - None
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Streets from Collector Streets to Local Streets on the Federal  
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## X. RESPONSE

**XI. COMMUNICATIONS**

A. City Attorney/Agency Counsel

1. Closed Session Pursuant to Section 54957.6 of the Government Code Regarding Conference with Designated Labor Negotiator City Manager Edward C. Starr

Agency: City of Montclair

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

B. City Manager/Executive Director

C. Mayor/Chairman

D. Council/Agency Board

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

1. Minutes of the Personnel Committee Meeting of September 7, 2010

53

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

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

**XIII. CLOSED SESSION ANNOUNCEMENTS**

**XIV. ADJOURNMENT OF CITY COUNCIL**

*The next regularly scheduled City Council, Redevelopment Agency, and Montclair Housing Corporation meetings will be held on Monday, October 4, 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 September 16, 2010.*

# AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER A PLAN AMENDMENT FOR FISCAL YEAR 2010-11 COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS	<b>DATE:</b> September 20, 2010
	<b>SECTION:</b> PUBLIC HEARINGS
	<b>ITEM NO.:</b> A
<b>BUSINESS PLAN:</b> N/A	<b>FILE I.D.:</b> GRT050
	<b>DEPT.:</b> COMMUNITY DEV.

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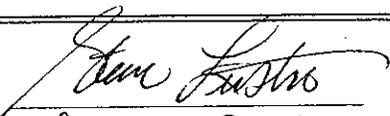
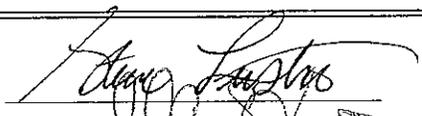
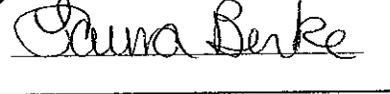
**REASON FOR CONSIDERATION:** Each fiscal year, the City of Montclair is required to conduct a public hearing to prioritize funding for various competing Community Development Block Grant (CDBG) projects. In addition, a public hearing is required when a major plan amendment is proposed for approved CDBG funding. These hearings are conducted in compliance with requirements of the Department of Housing and Urban Development and the County of San Bernardino Department of Community Development and Housing (CDH).

**BACKGROUND:** In assessing the status of the City's CDBG-funded projects, staff has determined that two existing programs are not likely to incur any expenses in the near future and another has been completed but has excess funds.

Work in subarea A of the Foundation Area 11 Neighborhood Revitalization Project is largely complete; however, it does not appear that the subsequent two phases will move forward soon. Just under \$2 million of CDBG funds have been expended in Foundation Area 11. The program currently has a fund balance of \$243,068.38. In Fiscal Year 2006-07, \$25,000 was allocated for the purchase and installation of a prefabricated restroom building for Sunset Park. Staff has determined that the CDBG funding for this project is not needed because alternative funding sources are available from the Redevelopment Agency should the City decide to pursue this project.

Accordingly, staff is proposing that the balances in the above two programs be transferred to provide seed funding for a new project: Community Center Accessibility Enhancement. The proposed project, which has a total estimated cost of just under \$400,000, would include construction of new, disabled-accessible restroom facilities in the Community Center and installation of automatic doors at the east and south entrances to enhance accessibility to the building. If the City Council approves the proposed Plan Amendment and it is subsequently approved by the County Board of Supervisors, the intent would be to contract for the preparation of plans during Fiscal Year 2010-11 and request the balance of the funding for the project during the regular Fiscal Year 2011-12 CDBG application cycle, with the goal of constructing the project in Fiscal Year 2011-12.

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

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The Mills Avenue Alley Project, which involved the complete reconstruction of approximately 1,300 lineal feet of an alley east of Mills Avenue and north of Evert Street, was also completed earlier this year under budget, leaving a balance of \$116,798. Staff is proposing the excess funding for this project be transferred to the Mills Avenue Rehabilitation Project, which was approved by the County during the Fiscal Year 2010-11 CDBG application cycle. This transfer would result in the total funding for the Mills Avenue Rehabilitation Project being increased to \$455,389.01, which would allow the City to perform a more comprehensive renovation of Mills Avenue within the CDBG target area, generally between Orchard Street and the Union Pacific Railroad tracks. Work would include pavement rehabilitation, extensive removal and replacement of substandard sidewalks and disabled-accessible ramps, and removal of architectural barriers.

The proposed fund transfers are summarized in the table below:

Project	Fund Transfer Out	Fund Transfer In
Foundation Area 11 Revitalization Project	\$243,068.38	
Sunset Park Restroom Project	\$25,000.00	
Community Center Accessibility Enhancement		\$268,068.38
Mills Avenue Alley Project	\$116,798.00	
Mills Avenue Rehabilitation Project*		\$116,798.00

\*Total CDBG funding available for this project with proposed fund transfer in would be \$455,389.01.

**FISCAL IMPACT:** There would be no fiscal impact to the City's General Fund should the City Council approve the proposed plan amendment.

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

1. Approve the Plan Amendment for Fiscal Year 2010-11 Community Development Block Grant projects.
2. Direct staff to forward the Plan Amendment to the County of San Bernardino Department of Community Development and Housing for consideration by the County Board of Supervisors at its meeting in October 2010.

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER ORDINANCE NO. 10-916 AMENDING CHAPTERS 11.02, 11.18, AND 11.38 AND ADDING CHAPTER 11.19 TO THE MONTCLAIR MUNICIPAL CODE RELATED TO ACCESSORY STRUCTURES IN SINGLE-FAMILY RESIDENTIAL ZONES	<b>DATE:</b> September 20, 2010 <b>SECTION:</b> PUBLIC HEARINGS <b>ITEM NO.:</b> B <b>FILE I.D.:</b> LDU410 <b>DEPT.:</b> COMMUNITY DEV.
<u>FIRST READING</u>	
<b>BUSINESS PLAN:</b> N/A	

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**REASON FOR CONSIDERATION:** Amendments to the Municipal Code require public hearing review and approval by the City Council.

**BACKGROUND:** On several occasions in the past few years, staff has been approached by property owners seeking to build larger accessory structures on their property. The Montclair Municipal Code has historically limited accessory structures to a maximum size of 400 square feet, with the exception of a 700-square-foot second dwelling unit pursuant to Chapter 11.23 of the Municipal Code.

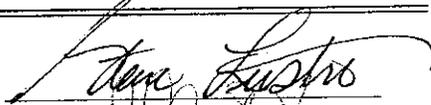
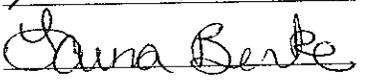
Staff has determined that there has been an inconsistent pattern of approving large, detached accessory structures, particularly on estate-zoned lots in the southerly portion of the City, over the past 15 to 20 years. Some of these structures are unsightly and do not appear to have been designed to be compatible with the home or neighborhood. The purpose of this code amendment would be to clarify the standards that apply to accessory structures to ensure that such structures are compatible within a single-family environment.

Proposed Ordinance No. 10-916 adds or clarifies definitions, including distinguishing between "major" and "minor" accessory structures, and sets forth general requirements, design standards, setback requirements, height limits, and the maximum number and size allowed for accessory structures. A copy of proposed Ordinance No. 10-916 is included in the Council packet for reference.

Staff conducted public hearings on the proposed Ordinance before the Planning Commission on June 14 and August 9, 2010. The two Montclair residents who are the proponents of the code amendment spoke at both public hearings and are supportive of the Ordinance as written. At the August 9 public hearing, the Commission expressed unanimous support for the proposed Ordinance and directed staff to submit it to City Council for consideration.

**FISCAL IMPACT:** There would be no direct fiscal impact to the City's General Fund should the City Council adopt proposed Ordinance No. 10-916. The review of accessory structures

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

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for residential property is part of the routine and ongoing function of the Planning Division. For accessory structures requiring a building permit, the Building Division has in place plan check procedures and fees to cover the cost of this aspect of project review and approval.

**RECOMMENDATION:** The Planning Commission and staff recommend the City Council adopt the first reading of Ordinance No. 10-916 amending Chapters 11.02, 11.18, and 11.38 and adding Chapter 11.19 to the Montclair Municipal Code related to accessory structures in single-family residential zones.

**ORDINANCE NO. 10-916**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING CHAPTERS 11.02, 11.18, AND 11.38 AND ADDING CHAPTER 11.19 TO THE MONTCLAIR MUNICIPAL CODE (ACCESSORY STRUCTURES IN SINGLE-FAMILY RESIDENTIAL ZONES)**

**WHEREAS**, California Government Code Section 65800 *et seq.* authorizes the adoption and administration of zoning laws, ordinances, rules and regulations by cities as a means of implementing the General Plan; and

**WHEREAS**, on several occasions in the past few years, staff has been approached by property owners desiring to build larger accessory structures on their residential property; and

**WHEREAS**, the Montclair Municipal Code currently limits accessory structures to a maximum size of 400 square feet, with the exception of a 700-square-foot second dwelling unit pursuant to the provisions of Chapter 11.23 of the Municipal Code; and

**WHEREAS**, an application for a code amendment was filed by two residents seeking a change in the existing code that would allow them to construct a larger accessory structure on their respective properties; and

**WHEREAS**, from time to time, it becomes necessary and/or advantageous to amend particular portions of the Zoning and Development Code of the City of Montclair to address new development issues or to improve the general welfare of the community and encourage attractive and logical development; and

**WHEREAS**, the purpose of this code amendment is intended to allow proportionately larger accessory structures on larger properties, and to provide development and design standards for the construction of said accessory structures on single-family zoned properties within the City to promote the general welfare of the community, and to ensure attractive and logical development; and

**WHEREAS**, the proposed Ordinance and subsequent code amendment applies only to single-family residential zoned properties within the City boundaries; and

**WHEREAS**, the City Council finds that the proposed Ordinance is consistent with the General Plan's goal of protecting residential property values and privacy by preventing the intrusion of incompatible land uses in that the proposed code amendment provides enhanced development criteria and design guidelines for accessory structures in single-family residential districts of the City; and

**WHEREAS**, the proposed code amendments regarding accessory structures would be incorporated into Title 11 of the Montclair Municipal Code

(Zoning and Development) and will modify and supersede the existing provisions addressing accessory structures on single-family properties in Title 11; and

**WHEREAS**, the City Council finds that this Ordinance is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) and the City's CEQA Guidelines. The code amendment is an enactment of a zoning ordinance to modify existing development standards applicable to accessory (appurtenant) improvements on existing residential properties. The accessory structures envisioned with this code amendment would be categorically exempt as improvements to new construction of small structures under Section 15303(e) of the CEQA Guidelines. Moreover, the code amendment will not have a significant effect on the environment as it does not in itself directly approve any construction activities, but instead establishes standards, permit requirements, and other measures that regulate the design, installation, and maintenance of accessory (appurtenant) structures on existing residential properties; and

**WHEREAS**, the Director of Community Development is directed to file a Notice of Exemption in accordance with CEQA and the State CEQA Guidelines.

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

**SECTION I.** Section 11.02.010 ("Definitions") of Title 11 ("Zoning and Development") of the Montclair Municipal Code is hereby amended to include the following. In cases where a definition currently exists, it shall be replaced in its entirety by the definition contained herein.

**11.02.010 Definitions.**

**Accessory Structure/Building** – A structure that is subordinate to, smaller in floor area than, and detached from the primary structure of a residential property. Typical residential accessory structures include, but are not limited to, pool houses, storage buildings, patio covers, canopies, garages, carports, workshops, greenhouses (for noncommercial raising of plants), outdoor fireplaces, light poles, gazebos, tree houses, and play structures. A cargo/shipping container is not considered an accessory structure in any residential district.

**Attached Accessory Structure** – An accessory building or structure shall be considered an integral part of the principal building if it is connected to the primary building including by a covered passageway.

**Floor Area, Gross** – Gross floor area of the primary structure or residence, including the area of attached garages and solid roof covered patios.

**Lot Coverage** – The sum of the footprint area of the primary and all accessory structures on a lot.

**Minor Accessory Structure** – An accessory building or structure with a footprint of 120 square feet or less and which is 8 feet or less in height. Minor accessory buildings or structures shall not be connected to utilities without necessary permits.

**Major Accessory Structure** – Any accessory building or structure with a footprint greater than 120 square feet in area, and/or greater than 8 feet in height. Major accessory buildings or structures shall not be connected to utilities without necessary permits.

**Open Patio or Trellis Structure** – An accessory structure having a roof constructed of lattice or other roof material that allows light and air to pass through a minimum of 50 percent of the roof surface. Additionally, the sides of an open structure consist only of support posts and decorative or functional elements such as braces and railings such that light and air can pass through a minimum of 75 percent of each side. Open patio structures include, but are not limited to, trellises, trellis-like patio covers, and other shade structures.

**Space, Habitable** – A room or rooms meeting the minimum requirements of the California Building Code and that is intended for sleeping, living, cooking or dining purposes, excluding enclosed places (*e.g.*, closets, pantries, bath or toilet rooms, service rooms, connecting corridors, laundries, unfinished attics, foyers, storage spaces, cellars, utility rooms, garages, and similar spaces).

**Structure, Primary** – A structure that houses the primary legal use on a property or lot. It shall not apply to accessory structures (*e.g.*, garages, pool houses, sheds, etc.).

**SECTION II.** Section 11.18.010 is hereby repealed and replaced in its entirety as follows:

**11.18.010 Single-Family Residential Zone.**

The R-1 Single-Family Residential Zone is intended as a district of single-family homes with not more than one primary dwelling unit, a maximum of one second dwelling unit pursuant to Chapter 11.23 of this title, and detached accessory building(s) pursuant to Chapter 11.19 of this title, upon one lot. Except as specifically provided elsewhere in this title, any and every building and premises or land in the R-1 Zone shall be used for, or occupied, and every building shall be erected, constructed, established, altered, enlarged, maintained, and moved into or within such R-1 Zone exclusively and only in accordance with the provisions set forth in this chapter.

**SECTION III.** Section 11.18.030.H is hereby repealed and replaced in its entirety as follows:

**11.18.030 Uses Permitted.**

H. Second dwelling units pursuant to Chapter 11.23 of this title and accessory buildings pursuant to Chapter 11.19 of this title or improvements incidental to any of the permitted uses in this chapter. No motor home, mobile home, tank, shipping container, trailer, bus or other vehicle or similar item shall be considered or permitted as accessory buildings.

**SECTION IV.** Sections 11.38.050.E-G are hereby repealed and replaced in their entirety as follows:

**11.38.050 Yards.**

E. Detached accessory building(s) shall not occupy more than 35 percent of a rear yard and shall meet the setback criteria set forth in Chapter 11.19 of this Title.

- F. Reserved.
- G. Reserved.

**SECTION V.** Chapter 11.19 is hereby added to Title 11 ("Zoning and Development") of the Montclair Municipal Code to read as follows:

**Chapter 11.19**

**ACCESSORY STRUCTURES IN  
SINGLE-FAMILY RESIDENTIAL ZONES**

**Sections:**

- 11.19.010 Purpose and Intent.**
- 11.19.020 Applicability.**
- 11.19.030 General Requirements.**
- 11.19.040 Accessory Structures in Multifamily Districts.**
- 11.19.050 Size and Number of Accessory Structures Allowed.**
- 11.19.060 Setbacks.**
- 11.19.070 Height.**
- 11.19.080 Building Separation.**
- 11.19.090 Lot Coverage.**
- 11.19.100 Design.**
- 11.19.110 Additional Standards for Recreational Vehicle Garages.**
- 11.19.120 Maintenance.**

**11.19.010 Purpose and Intent.**

The purpose and intent of this Chapter is to:

- A. Establish development standards that apply to accessory structures in single-family residential zoning districts.
- B. Ensure accessory structures are consistent with the residential character of the surrounding neighborhood.
- C. Minimize the visual impact associated with the design of accessory structures.

**11.19.020 Applicability.**

- A. This Chapter shall apply to the construction of any accessory structure in single-family residential districts within the City as defined herein.
- B. Except as provided elsewhere in this Title, it shall be unlawful for any person to erect, construct, enlarge, move or replace any accessory use or structure without first complying with the development standards established herein and obtaining necessary construction and alteration permits, as may be required by adopted codes listed in Title 10 of the Montclair Municipal Code.
- C. Existing accessory structures that were legally constructed prior to the date of this Ordinance but which do not conform to the provisions of this Chapter are deemed to be legal nonconforming and shall be subject to the provisions of Chapter 11.78.060 of the Montclair Municipal Code.
- D. The provisions of this Chapter shall in no way validate any existing accessory structure constructed without City approval. Accessory structures erected without benefit of City approval and a building permit shall be removed upon notification, or if possible, modified to comply with the provisions of this Chapter and any applicable requirements in the adopted codes listed in Title 10 of the Montclair Municipal Code.

### **11.19.030 General Requirements.**

Accessory buildings and structures, except walls and fences, in the R-1 Single-Family Residential Zone shall be subject to the following provisions:

A. An accessory structure may only be constructed on a lot containing a primary structure that is occupied by the appropriate use.

B. Accessory structures may only be used for purposes permitted in the district in which they are located. It shall be the responsibility of the Director to determine if a proposed accessory structure or use is appropriate, incidental, and subordinate to the principal permitted use.

C. No major accessory structure shall be allowed on a property that does not provide minimum required covered parking meeting the development standards of the underlying zoning district.

D. When an accessory structure is proposed on a property that is comprised of more than one lot or parcel, the parcels or lots in question shall be merged and recorded with County Recorder's office.

E. No mobile home, tank, shipping container, trailer, bus or other vehicle or similar item shall be utilized as an accessory building or storage structure in any single-family or multifamily residential zoning district.

F. Accessory buildings or structures containing machinery or other fixed equipment capable of creating noise audible outside of the structure shall comply with City noise standards as set forth in the Montclair Municipal Code.

G. No accessory building shall be used as a dwelling unit, sleeping quarters, or a housekeeping unit, or contain a kitchen unless permitted within an approved Second Dwelling Unit, subject to the provisions of Chapter 11.23 of the Montclair Municipal Code.

H. A bathroom may be allowed within an enclosed accessory structure if approved by the Community Development Director.

I. Accessory structures shall not be used for a commercial or industrial business, or home occupations. Other activities (*e.g.* hobbies) involving the use, manufacturing/processing, or the storage of flammable, combustible, explosive, toxic, or other hazardous materials in quantities that are not normally associated with a household use as determined by the Montclair Fire Department, shall be prohibited.

J. Accessory buildings or structures shall not be located in any utility or drainage easement.

K. Accessory structures shall be located and designed so as not to directly drain onto another property.

L. All accessory structures may be subject to the review and approval of the Montclair Fire Department including the requirement to install fire suppression (sprinkler) systems, monitoring, and/or alarms.

### **11.19.040 Accessory Structures in Multifamily Districts.**

A. No accessory structure shall be erected in a multifamily zoning district unless pursuant to a Precise Plan of Design (PPD).

B. For multifamily developments, all accessory structures including carports and garages, trash enclosures, common open space structures, etc., shall be subject to the approval of, or included as an element of a PPD.

C. Where a development standard in an underlying Specific Plan (SP) or Planned Unit Development (PUD) project site addresses a specific accessory structure standard (e.g., height or setback) those standards shall take precedence over this Chapter.

**11.19.050 Size and Number of Accessory Structures Allowed.**

The maximum size and number of accessory structures on any single-family residential lot shall be as follows:

<b>Maximum Allowable Size for Accessory Structures on R-1 (Single-Family Residential) Properties</b>			
<i>Lot Size</i>	<i>Maximum Total Size<sup>1</sup></i>	<i>Maximum Number<sup>2</sup></i>	<i>Maximum Height<sup>3</sup></i>
Less than 6,000 s.f.	200 square feet	1	1 story or 15 feet
6,001 - 9,000 s.f.	400 square feet	2	
9,001 - 12,000 s.f.	600 square feet		
12,001 - 15,000 s.f.	800 square feet		
15,001 - 18,000 s.f.	1,000 square feet		
18,001 - 20,000 s.f.	1,200 square feet		
Over 20,000 s.f.	1,400 square feet		
<sup>1</sup> Maximum cumulative floor area of all accessory structures on the property, including approved second units. Does not include attached accessory structures. <sup>2</sup> In cases where the required garage is not part of the primary structure, it shall count as one of the two accessory buildings allowed, provided that the total floor area of the accessory buildings does not exceed the size limit or total lot coverage. <sup>3</sup> For RV garages see Sections 11.19.070 and 11.19.110.			

**11.19.060 Setbacks.**

Accessory buildings and structures shall comply with the following setback standards:

<b>Setbacks for Minor Accessory Structures (less than 120 square feet)</b>	
<i>Location</i>	<i>Setback Requirement*</i>
Front Yard	<ul style="list-style-type: none"> <li>No accessory structures allowed except for fences or walls pursuant to Section 11.38.050.</li> </ul>
Interior Side Yard	<ul style="list-style-type: none"> <li>None for structures less than 6 feet in height behind a solid fence or wall and not visible to the street or adjacent properties.</li> <li>3 feet minimum from side property line for structures greater than 6 feet but less than 8 feet in height.</li> <li>A 4-foot wide minimum unobstructed passageway to the rear yard shall be maintained at all times for access and onsite circulation.</li> </ul>
Street Side Yard	<ul style="list-style-type: none"> <li>No accessory structures allowed except for fences or walls pursuant to Section 11.38.050.</li> </ul>
Rear Yard	<ul style="list-style-type: none"> <li>None for structures less than 6 feet in height behind a solid fence or wall and not visible to the street or adjacent properties.</li> <li>3 feet for structures up to 8 feet in height.</li> </ul>
* Setbacks for all structures shall be measured from property line.	

<b>Setbacks for Major Accessory Structures (120 square feet or greater)</b>	
<i>Location</i>	<i>Setback Requirement**</i>
Front Yard	<ul style="list-style-type: none"> <li>• No major accessory structures allowed except for fences or walls pursuant to Section 11.38.050.</li> <li>• No swimming pools, spas, or hot tubs shall be allowed.</li> <li>• Required garage shall meet applicable setback requirements of the underlying district. A minimum of 20 feet is required in front of garage structures that directly face a public or private street.</li> </ul>
Interior Side Yard	<ul style="list-style-type: none"> <li>• 5 or 12 feet as required by the underlying zoning district.</li> <li>• A 4-foot wide minimum unobstructed passageway to the rear yard shall be maintained at all times for access and onsite circulation.</li> </ul>
Street Side Yard	<ul style="list-style-type: none"> <li>• 15 feet minimum</li> <li>• No accessory structures allowed except for fences or walls pursuant to Section 11.38.050.</li> <li>• No swimming pools, spas, or hot tubs shall be allowed.</li> <li>• Required garage shall meet applicable setback requirements of the underlying district. A minimum of 20 feet is required in front of garage structures that directly face a public or private street.</li> </ul>
Rear Yard	<ul style="list-style-type: none"> <li>• 5 feet minimum</li> </ul>
Alley	<ul style="list-style-type: none"> <li>• 25 feet from the opposite side of the alley for required garages taking direct access from the alley.</li> <li>• 5 feet minimum for all other major accessory structures.</li> </ul>
Equestrian Trails	<ul style="list-style-type: none"> <li>• 5 feet minimum as measured from fence line designating nearest side of equestrian trail easement in interior side or rear yards.</li> </ul>
Through Lots	<ul style="list-style-type: none"> <li>• Accessory buildings may be placed in the apparent rear yard that is enclosed with a solid wall or fence and behind the required front yard setback of the opposite street.</li> </ul>
** Setbacks for all structures shall be measured from property line except as noted. Eaves, cornices, and canopies shall not extend beyond 2 feet into the required setback.	

**11.19.070 Height.**

A. All accessory structures shall be limited to one (1) story and a maximum height of 15 feet, or the height of the primary structure, whichever is less. A rooftop designed so that it may be used as a deck shall be considered a second story for the purposes of this Chapter, and shall not be permitted.

B. For recreational vehicle (RV) garages, building height may exceed the stated height limit provided that overall height of the structure is the minimum necessary to achieve necessary clearances and allow a roof pitch that complements the roof pitch of the primary structure on the property. In no case, shall the maximum height of the portion of the accessory structure intended for accommodating an RV exceed 20 feet in height.

C. Accessory structures designed with exterior walls exceeding 10 feet in height shall contain architectural design elements as described in Section 11.19.100.B herein.

**11.19.080 Building Separation.**

A. Major accessory buildings or structures shall be separated from the primary structure and any other major accessory building or structure by a minimum distance of 10 feet, as measured from nearest exterior vertical wall or post surface.

B. No accessory structure shall be attached to a property line fence or wall.

**11.19.090 Lot Coverage.**

A. The sum total of all accessory structures (except in-ground pools) shall not occupy more than 35 percent of the rear yard of a property.

B. All accessory buildings or structures shall be counted toward the overall total lot coverage limit allowed by the underlying zoning district.

**11.19.100 Design.**

Plans for an accessory structure shall be reviewed for conformity with the following guidelines:

A. Roofing and siding materials shall match as closely as possible the predominant materials on the principal dwelling. Alternate materials may be approved if the Director finds that the alternate roofing and siding materials effectively complement the character and appearance of the primary structure on the property.

B. A single, large, dominant building mass shall be avoided. When large accessory structures are proposed, the overall mass of the structure should be broken up through the change in wall planes, setbacks, projecting and recessed elements, and similar design techniques. Roofline offsets shall be provided to lend an architectural interest and variety to the massing of a building and to relieve the effect of a single long roof.

C. The color(s) shall reflect, or be complementary to, the color scheme of the primary structure or dwelling.

D. Trim detailing, including but not limited to fascia, window trim, and door trim shall reflect and be complementary to the trim detailing of the principal dwelling.

E. Any lighting affixed to an accessory structure shall be designed or shielded so as to not cause glare upon neighboring properties.

**11.19.110 Additional Standards for Recreational Vehicle Garages.**

Recreational vehicles (RVs) may be parked and stored within a completely or partially enclosed garage structure. Such structures shall be subject to the additional development criteria provided in the following standards:

A. The RV garage shall be located in the rear yard meeting all applicable setback requirements.

B. An RV garage structure shall be designed to minimize volume and mass and comply with the general design standards for large accessory structures contained in this Chapter. Rooflines shall be varied to reduce the scale of structures and add visual interest.

C. RVs shall not be covered solely by means of a carport structure. A carport for an RV may be considered when it is a part of, and appropriately

integrated into, the overall design of a large accessory structure meeting the intent of the design standards for large accessory structures.

D. An RV garage structure shall not be placed on the property in any manner that blocks or obstructs direct vehicular access to required covered parking for the property.

E. Garages that are visible to the street shall have an automatic garage door opener and a decorative garage door design (e.g., "carriage style" garage doors) in keeping with the architectural style of the main house.

F. Temporary or permanent connections to an existing septic tank or the City's sanitary sewer system designed for the express purpose of conveying waste from RV septic holding tanks to a private sewer system or the public sewer shall be prohibited. Further, waste from RV septic holding tanks shall not be conveyed to a private sewer system or the public sewer system through toilets or other approved plumbing fixtures within an approved accessory structure, main dwelling unit, or second dwelling unit. RV septic holding tanks shall be evacuated only at a licensed dump station designed to accept such waste.

#### **11.19.120 Maintenance.**

All accessory structures shall be maintained in good repair, in conformance with the property maintenance standards of the Montclair Municipal Code at all times.

#### **Section VI. 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 VII. Effective Date.**

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

#### **Section VIII. 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. 10-916 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

## AGENDA REPORT

**SUBJECT:** CONSIDER ADOPTION OF ORDINANCE  
NO. 10-917 ADDING CHAPTER 6.26 TO  
TITLE 6 OF THE MONTCLAIR MUNICIPAL  
CODE RELATED TO THE SPLASH PAD AT  
ALMA HOFMAN PARK

FIRST READING

**BUSINESS  
PLAN:** N/A

**DATE:** September 20, 2010

**SECTION:** PUBLIC HEARINGS

**ITEM NO.:** C

**FILE I.D.:** PRK200

**DEPT.:** PUBLIC WORKS

**REASON FOR CONSIDERATION:** As the City Council is aware, the Splash Pad at Alma Hofman Park was opened in July 2010. Temporary rules and regulations were posted at the Splash Pad pending adoption of an Ordinance providing enforcement authority. The City Council is requested to consider the first reading of Ordinance No. 10-917 establishing rules and regulations for the Splash Pad.

A copy of proposed Ordinance No. 10-917 is attached for review and consideration. In addition, the proposed Rules and Regulations to be permanently posted at the Splash Pad are attached as Exhibit A.

**BACKGROUND:** The Splash Pad at Alma Hofman Park was opened on July 1, 2010. At the time the Splash Pad was opened, staff posted Rules and Regulations regarding operating hours and use of the facility on a temporary basis. Since opening the Splash Pad, staff has gathered information regarding rules and regulations adopted by other cities for their water features and has had an opportunity to observe the Montclair Splash Pad in operation.

It is important to implement rules and regulations for use of the Splash Pad for public safety and in order to maintain the integrity of the Splash Pad's mechanical and filtration systems. In order to give staff the legal authority to enforce the Rules and Regulations for the Splash Pad, it is necessary for the City Council to adopt an Ordinance regarding the establishment and posting of such and rules and regulations. Proposed Ordinance No. 10-917 was drafted by the City Attorney and would provide the necessary authority to post and enforce rules and regulations for the Splash Pad.

**FISCAL IMPACT:** The cost to produce and install two permanent signs at the Splash Pad would be approximately \$500.

**RECOMMENDATION:** Staff recommends the City Council adopt the first reading of Ordinance No. 10-917 adding Chapter 6.26 to Title 6 of the Montclair Municipal Code related to the Splash Pad at Alma Hofman Park.

Prepared by:

M. STAATS  
Yvonne L. Smith

Reviewed and  
Approved by:

M. STAATS  
[Signature]

Proofed by:

Presented by:

## Exhibit A

### CITY OF MONTCLAIR SPLASH PAD RULES AND REGULATIONS

Hours of Operation:  
10:00 A.M. - 6:00 P.M.

Memorial Day Weekend through Labor Day

#### Safety First

- No lifeguard or attendant on duty. Play at your own risk.
- Children shall be supervised by an adult at all times.
- Surface may be hot/slippery-- Appropriate footwear recommended.
- Climbing on water play equipment is strictly prohibited.

#### Courtesy to Others

- Running or rough play in Splash Pad area is not permitted.
- No bikes, skates, roller shoes, scooters, skateboards, strollers, toys, wheeled vehicles (wheelchairs excluded) permitted in the Splash Pad area.
- No smoking allowed.
- No radios or other music-playing devices with audible sound are permitted.

#### Health and Sanitation

- Spray features use sanitized, treated, and recirculated water.
- Swimwear required.
- Swim diapers are required for children under the age of 4 years.
- No hanging of clothes or towels on trees, walls, fences, structures, or benches.
- Food, beverages including water, gum, and glass are prohibited in the Splash Pad area.
- No pets in the Splash Pad area.
- All articles left at the Splash Pad will be disposed of at closing time.

Facility is subject to closure at any time.

The City reserves the right to revise and add new rules and regulations as required; and prohibit anyone from using the Splash Pad at any time; for any reason, if determined to be in the best interest of all present, including limiting the number of users in the Splash Pad.

Montclair Municipal Code Title 6, Section 6.26

**ORDINANCE NO. 10-917**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ADDING CHAPTER 6.26 TO TITLE 6 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO THE SPLASH PAD AT ALMA HOFMAN PARK**

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

**SECTION I. Addition to Code.**

**6.26.010 Definitions.**

For the purpose of this Chapter, words, phrases, and terms used in this Chapter shall have their ordinary meaning, unless otherwise provided as follows:

**Director** means the Director of Public Works or other designee.

**6.26.020 Purpose.**

It is the purpose of this Chapter to establish rules and regulations for use of the Splash Pad at Alma Hofman Park in the City of Montclair.

**6.26.030 Hours of Operation-Closure.**

The Splash Pad shall be open from 10:00 a.m. until 6:00 p.m. from Memorial Day through Labor Day or as otherwise posted by the Director. The Splash Pad is subject to closure without notice at any time for maintenance or as otherwise determined by the Director.

**6.26.040 Rules and Regulations.**

Swimwear is required for any person using the Splash Pad. All children must be supervised by an adult at all times. Users of the Splash Pad play at their own risk. Other rules and regulations for the use of the Splash Pad may be established by the Director as he or she deems appropriate, provided that signs describing such rules and regulations are placed and posted pursuant to Section 6.26.050. All persons using the Splash Pad shall comply with all rules and regulations specified herein.

**6.26.050 Signage and Posting Requirements.**

In order to provide reasonable notice to the public, the Director shall place and post signs in one or more conspicuous and visible areas at or near the Splash Pad specifying the rules and regulations established pursuant to Section 6.26.040. The signs required pursuant to this Section shall cite the respective code section being invoked.

**6.26.060 Enforcement.**

Violation of any of the provisions of this Section may be grounds for removal from the Splash Pad. Any person failing to comply with the provisions

of this Chapter shall be subject to citation or other applicable enforcement authority available to the City. Criminal violations of this Chapter shall be punishable as infractions.

**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.

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Mayor

**ATTEST:**

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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. 10-917 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

## AGENDA REPORT

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**SUBJECT:** CONSIDER RECEIVING AND FILING OF  
TREASURER'S REPORT

**DATE:** September 20, 2010

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 1

**BUSINESS  
PLAN:** N/A

**FILE I.D.:** FIN520

**DEPT.:** ADMIN. SVCS.

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

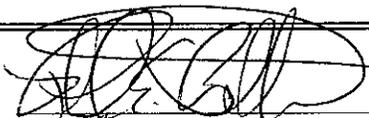
**BACKGROUND:** Included in your agenda is a copy of the Treasurer's Report for the period ending August 31, 2010.

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

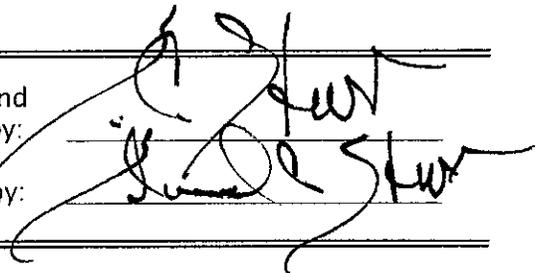
**RECOMMENDATION:** Staff recommends the City Council receive and file the Treasurer's Report for the month ending August 31, 2010.

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Prepared by:



Reviewed and  
Approved by:



Proofed by:

*Kathy Dalton*

Presented by:

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	<b>DATE:</b> September 20, 2010
	<b>SECTION:</b> ADMIN. REPORTS
	<b>ITEM NO.:</b> 2
<b>BUSINESS PLAN:</b> N/A	<b>FILE I.D.:</b> FIN540
	<b>DEPT.:</b> ADMIN. SVCS.

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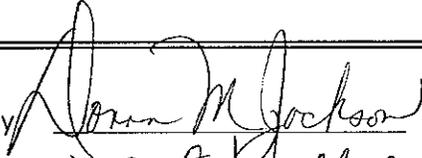
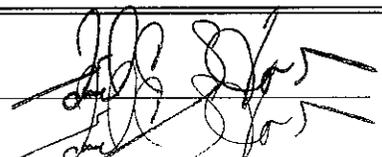
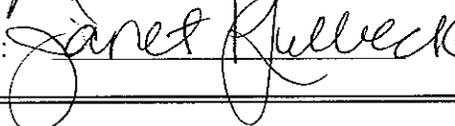
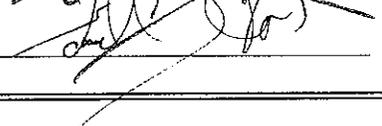
**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of the Warrant Register and Payroll Documentation.

**BACKGROUND:** Mayor Pro Tem Dutrey has examined the Warrant Register dated September 20, 2010, and Payroll Documentation dated July 18, 2010, finds them to be in order and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated September 20, 2010, totals \$1,490,520.63. The Payroll Documentation dated July 18, 2010, totals \$593,508.97, with \$430,948.10 being the total cash disbursement.

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

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

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## AGENDA REPORT

**SUBJECT:** CONSIDER RECEIVING AND FILING OF  
TREASURER'S REPORT

**DATE:** September 20, 2010

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 3

**BUSINESS  
PLAN:** N/A

**FILE I.D.:** FIN510

**DEPT.:** REDEVELOPMENT

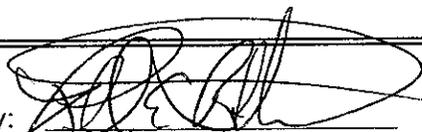
**REASON FOR CONSIDERATION:** State law requires the Agency Board of Directors to receive and file the Treasurer's Report.

**BACKGROUND:** Included in your agenda is a copy of the Treasurer's Report for the period ending August 31, 2010.

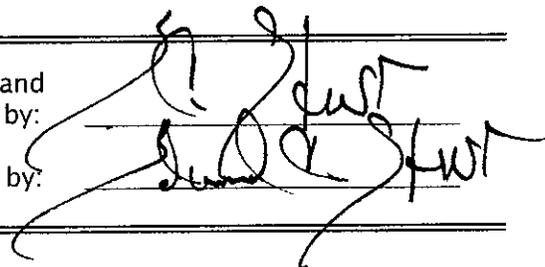
**FISCAL IMPACT:** Routine—report of the Agency's cash and investments.

**RECOMMENDATION:** Staff recommends the Agency Board of Directors receive and file the Treasurer's Report for the month ending August 31, 2010.

Prepared by:



Reviewed and  
Approved by:



Proofed by:

*Kathy Dalton*

Presented by:

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF WARRANT REGISTER	<b>DATE:</b> September 20, 2010
	<b>SECTION:</b> ADMIN. REPORTS
	<b>ITEM NO.:</b> 4
<b>BUSINESS PLAN:</b> N/A	<b>FILE I.D.:</b> FIN530
	<b>DEPT.:</b> REDEVELOPMENT

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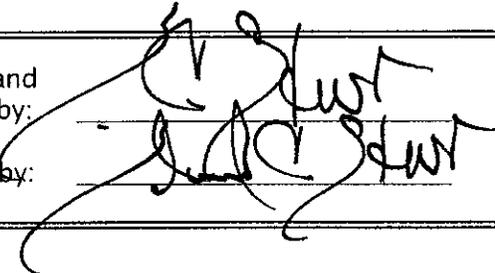
**REASON FOR CONSIDERATION:** State law requires the Agency Board of Directors to receive and file the Warrant Register.

**BACKGROUND:** Vice Chairman Dutrey has examined the Warrant Register dated 08/01/10 - 08/31/10 in the amounts of \$3,977.12 for Project I; \$192.01 for Project II; \$3,370,454.53 for Project III; \$21,682.75 for Project IV; \$61,744.81 for Project V; and \$3,857,243.71 for Mission Boulevard Joint Redevelopment Project and finds it to be in order.

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

**RECOMMENDATION:** Vice Chairman Dutrey recommends approval of the Warrant Register for the period ending August 31, 2010.

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

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## AGENDA REPORT

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**SUBJECT:** CONSIDER RECEIVING AND FILING OF  
TREASURER'S REPORT

**DATE:** September 20, 2010

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 5

**BUSINESS  
PLAN:** N/A

**FILE I.D.:** FIN525

**DEPT.:** MHC

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**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 August 31, 2010.

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

**RECOMMENDATION:** Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending August 31, 2010.

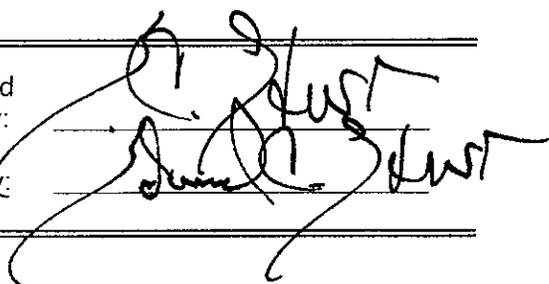
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Prepared by:



Reviewed and  
Approved by:



Proofed by:

*Kathy Patton*

Presented by:

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF WARRANT REGISTER	<b>DATE:</b> September 20, 2010
	<b>SECTION:</b> ADMIN. REPORTS
	<b>ITEM NO.:</b> 6
<b>BUSINESS PLAN:</b> N/A	<b>FILE I.D.:</b> FIN545
	<b>DEPT.:</b> MHC

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**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 08/01/10 - 08/31/10 in the amount of \$51,792.48 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 August 31, 2010.

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Prepared by:

Proofed by:

Reviewed and  
Approved by:

Presented by:

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER AUTHORIZATION TO ADVERTISE FOR BID PROPOSALS FOR CONSTRUCTION OF THE MONTERA ELEMENTARY SCHOOL SOCCER FIELD NETTING PROJECT	<b>DATE:</b> September 20, 2010 <b>SECTION:</b> ADMIN. REPORTS <b>ITEM NO.:</b> 7 <b>FILE I.D.:</b> PRK375
<b>BUSINESS PLAN:</b> STRATEGIC PRIORITY NOS. 4 AND 5	<b>DEPT.:</b> PUBLIC WORKS

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**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 2008-2012 Capital Improvement Program includes funding for construction of a youth soccer field at Montera Elementary School. Funding for the project was provided through a 2000 Parks Bond Act - Youth Soccer/Baseball grant. Modifications to the existing playground included installation of removable goalposts, handicapped accessible walkways, drinking fountains, and new access gates and landscape and irrigation modifications.

On December 7, 2009, the City awarded a contract to Cal Grove, Inc., for construction of this project. During the course of construction, staff began receiving complaints from neighbors adjacent to the project about balls constantly coming over their backyard walls. The concern was about a preexisting problem and an assumption that it was going to only get worse. The Ontario-Montclair School District was aware of the complaints prior to the start of construction, but the issue was not addressed during the design phase. Work was completed on the soccer field project, and a Notice of Completion was approved by the City Council on June 6, 2010.

On February 16, 2010, staff requested additional funding to construct protective screening along the soccer field's north perimeter to prevent soccer balls from entering the backyards of the adjacent residential properties. Staff allocated \$30,000 from the Park Development Fund for the additional work. It was the City's intent to have Cal Grove, Inc., construct the protective screening as a change order. Unfortunately, staff was unable to negotiate a reasonable cost for the work. Staff now proposes advertising and constructing this work as a separate project.

**FISCAL IMPACT:** The project is entirely funded by the Park Development Fund. The cost of advertising this project should not exceed \$3,500. Depending on the bids received, an additional appropriation may be required.

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Prepared by: *M. SCAPO*  
Proofed by: *Alle VJ*

Reviewed and Approved by: *M. STARRS*  
Presented by: *[Signature]*

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**RECOMMENDATION:** Staff recommends the City Council authorize staff to advertise for bid proposals for construction of the Montera Elementary School Soccer Field Netting Project.

# AGENDA REPORT

**SUBJECT:** CONSIDER "NO ACTION" ON ALCOHOLIC BEVERAGE PERMIT APPLICATION - CENTRAL AVENUE MARKET

**DATE:** September 20, 2010

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 8

**FILE I.D.:** FLP025

**BUSINESS PLAN:** N/A

**DEPT.:** ADMIN. SVCS.

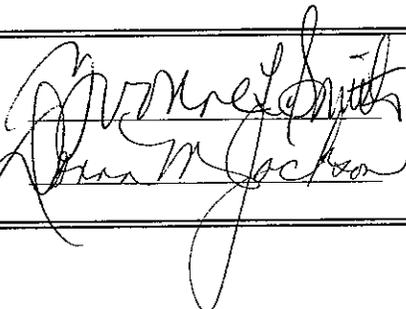
**REASON FOR CONSIDERATION:** Applications for Alcoholic Beverage Licenses are routinely presented to the City Council for review.

**BACKGROUND:** Shailesh Shah, President, SAI ASA Inc., has applied for an "Off-Sale Beer and Wine" license for Central Avenue Market, 10132 Central Avenue, Montclair, California.

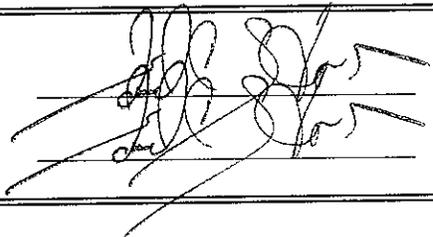
**FISCAL IMPACT:** No fiscal impact

**RECOMMENDATION:** Staff recommends the City Council take "No action" on the California Department of Alcoholic Beverage Control Application for Alcoholic Beverage License(s) for Central Avenue Market, 10132 Central Avenue, Montclair, California.

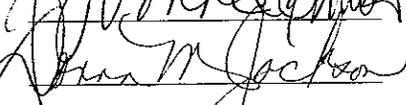
Prepared by:



Reviewed and Approved by:



Proofed by:



Presented by:

## AGENDA REPORT

**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT  
NO. 10-108 WITH THE CALIFORNIA  
DEPARTMENT OF EDUCATION TO PROVIDE  
SUMMER AFTER-SCHOOL PROGRAMS

**DATE:** September 20, 2010

**SECTION:** AGREEMENTS

**ITEM NO.:** 1

**FILE I.D.:** HSV030

**BUSINESS**

**PLAN:** N/A

**DEPT.:** COMMUNITY DEV.

**REASON FOR CONSIDERATION:** The City of Montclair was awarded a California Department of Education (CDE) 21st Century Community Learning Centers Program—Elementary and Middle Schools renewable grant in 2008. Proposed Agreement No. 10-108 with CDE would provide funding for after-school programs to be administered during the summer months. A copy of proposed Agreement No. 10-108 is attached for the City Council's review and consideration.

**BACKGROUND:** The Montclair Community Collaborative (MCC), organized in 1996, is a partnership between the City, the Ontario-Montclair School District, and community organizations having the core objective of improving quality-of-life outcomes for children and youth. Through the ongoing strategic planning process, MCC identifies resources and develops services for children, youth, and adults.

The goal of the CDE 21st Century Program grant is to promote opportunities for academic enrichment helping students and schools meet performance standards in core academic subjects including reading, language, and mathematics. Youth development activities including art, music, character education, and recreation programs are also part of the grant objectives.

Proposed Agreement No. 10-108 represents the third year of a three-year renewable grant. The program funding allows for summer after-school programs at Kingsley, Mission, Montera, and Ramona Elementary Schools. It also funds programs at both Serrano and Vernon Middle Schools. The funding allows these schools to provide academic and literacy support as well as safe, constructive alternatives to kindergarten through eighth grade students. The recreational and enrichment experiences support the learning experiences addressed during the regular instructional day.

The term of proposed Agreement No. 10-108 is July 1, 2010, through December 31, 2011.

**FISCAL IMPACT:** Should the City Council approve Agreement No. 10-108, the third year of the three-year renewable grant, in the amount of \$89,251, would be awarded to the City. These funds have been allocated to the City through the CDE. The funding would pay for grant oversight, training, supplies, and the salaries of a Learning Coordinator and Learning

Prepared by:

*M. Richter*

Reviewed and  
Approved by:

*Steve Luster*

Proofed by:

*Christine Smedley*

Presented by:

*[Signature]*

Leaders at each school site. The award is contingent upon the availability of state funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award would be amended accordingly.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 10-108 with the California Department of Education to provide summer after-school programs.

**Grant Award Notification**

<b>GRANTEE NAME AND ADDRESS</b> Lee McDougal, City Manager City of Montclair 5111 Benito Street Montclair, CA 91763	<b>CDE GRANT NUMBER</b>			
	<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
	10	14349	2110	5A
<b>Attention</b> After School Coordinator	<b>COUNTY</b>	<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>		
<b>Program Office</b> After School Program Office		<b>Resource</b>	<b>Revenue Object</b>	
<b>Telephone</b> 909-625-9402		36	4124	8290

**Name of Grant Program**  
 21<sup>st</sup> Century Community Learning Centers Grant Program—Core

<b>GRANT AMOUNT</b>	<b>Original/Prior Amendments</b>	<b>Amendment Number</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Index</b>	<b>Federal Catalog Number</b>
	\$89,251.00			\$89,251.00	0604	84.287
<b>AWARD DATES</b>	<b>Starting</b>		<b>Ending</b>			
	July 1, 2010		December 31, 2011			

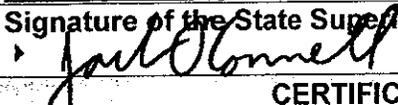
Dear Mr. McDougal:

Congratulations! I am pleased to inform you that you have been funded for the 21<sup>st</sup> Century Community Learning Centers (CCLC) Grant Program—Core.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Paul Simpson-Jones, Associate Governmental Program Analyst  
 After School Programs Office  
 California Department of Education  
 1430 N Street, Suite 6408  
 Sacramento, CA 95814-5901

<b>California Department of Education Contact</b> Paul Simpson-Jones	<b>Title</b> Associate Governmental Program Analyst
<b>E-mail Address</b> psjones@cde.ca.gov	<b>Telephone</b> 916-319-0211
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 	<b>Date</b> September 1, 2010

**CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS**

*On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.*

<b>Printed Name of Authorized Agent</b>	<b>Title</b>
<b>E-mail Address</b>	<b>Telephone</b>
<b>Signature</b> 	<b>Date</b>

### Grant Award Notification (Continued)

This award is contingent upon the availability of federal funds. The 21<sup>st</sup> CCLC Grant Program, authorized by Title IV Part B of the No Child Left Behind Act of 2001 (Public Law 107-110), funds before and after school programs established by collaborative partnerships that may involve local educational agencies (LEAs), cities, counties, and community-based organizations (local agencies).

1. All federal statutes and regulations applicable to each program under which federal funds are made available through this application will be met by the local agency in their administration of each program. The grantee will follow its program plans as specified in the grant application.
2. The grantee will submit reports to the California Department of Education (CDE) to enable the state agency to perform its duties, and will maintain such records and provide access to those records, as the CDE deems necessary. The grantee shall maintain such records for five years after the completion of the activities for which the funds are used.
3. The grantee will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public. (California Public Records Act, *Government Code* Section 6250 et seq.)
4. No more than 15 percent of grant monies earned may be used for administrative costs (including indirect costs equal to the CDE-approved indirect cost rate or 5 percent, whichever is less).
5. Funds must supplement, not supplant, existing services. Programs may not use 21<sup>st</sup> CCLC funds to pay for existing levels of services.
6. This grant shall be administered in accordance with the provisions of California *Education Code (EC)* sections 8484.7 through 8484.9. Expenditures shall comply with all applicable provisions of federal, state and local rules, regulations, and policies relating to the administration, use and accounting for public school funds, including but not limited to, the *EC*.
7. Federal law Title 34 *Code of Federal Regulations* 80.21(i) requires that any interest earned by grantees on federal dollars be returned to the U.S. Department of Education if the amount is in excess of \$100. Grantees should forward interest payment to the following address:

Accounting Office/Cashier's Office  
California Department of Education  
P.O. Box 515006  
Sacramento, CA 95851-5006

8. The grantee shall submit attendance reports on a semi-annual basis and expenditure reports on a quarterly basis through the After School Support and Information System (ASSIST) on the CDE ASSIST Grant Management Web page at <http://www3.cde.ca.gov/assist/>. Failure to submit reports as required may result in denial of the remaining grant amount and an invoice from the CDE for the entire amount of this grant.
9. Reporting due dates are located on the CDE Reporting Due Dates Web page at <http://www.cde.ca.gov/ls/ba/cp/duedates.asp>.
10. This grant is contingent on meeting the attendance requirement pursuant to *EC* Section 8483.7. If the attendance numbers do not support the grant amount, the grant may be reduced pursuant to *EC* Section 8483.7.

# Funding Status Per School

City of Montclair Grant Number: 36-14349-2110-5A

Fiscal Year: 2010-11 Grant Type: 21st (53) PCA Code: 14349 Region: 10 County: 36

Grant Number	Awardee Name	CDS Code	School Name	Components	Amount Awarded
36-14349-2110-5A	City of Montclair	36678196036297	Kingsley Elementary	After School Supplemental	\$14,438.00
36-14349-2110-5A	City of Montclair	36678196036354	Mission Elementary	After School Supplemental	\$21,000.00
36-14349-2110-5A	City of Montclair	36678190100115	Montera Elementary	After School Supplemental	\$10,875.00
36-14349-2110-5A	City of Montclair	36678196036388	Ramona Elementary	After School Supplemental	\$10,875.00
36-14349-2110-5A	City of Montclair	36678196036404	Serrano Middle	After School Supplemental	\$17,438.00
36-14349-2110-5A	City of Montclair	36678196036420	Vernon Middle	After School Supplemental	\$14,625.00
<b>Total:</b>					<b>\$89,251.00</b>

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 10-109 WITH THE HOPE THROUGH HOUSING FOUNDATION TO CONTINUE THE AFTER-SCHOOL PROGRAM AT THE SAN ANTONIO VISTA APARTMENTS	<b>DATE:</b> September 20, 2010
	<b>SECTION:</b> AGREEMENTS
	<b>ITEM NO.:</b> 2
	<b>FILE I.D.:</b> HSV030
<b>BUSINESS PLAN:</b> N/A	<b>DEPT.:</b> COMMUNITY DEV.

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 10-109 with the Hope Through Housing Foundation to continue the After-School Program (ASP) at the San Antonio Vista Apartments Community Center. A copy of proposed Agreement No. 10-109 is attached for the City Council's review and consideration.

**BACKGROUND:** For more than ten years, the Hope through Housing Foundation, a non-profit corporation, has offered quality after-school academic and enrichment programs to residents and neighbors of the affordable housing communities of National Community Renaissance of California. These programs are offered at no cost to participants and take place in onsite community centers at National Community Renaissance of California developments, allowing children to come home to a familiar and welcoming environment.

The Montclair Community Collaborative (MCC) was organized in 1996 as a partnership of the City of Montclair, the Ontario-Montclair School District, nonprofit agencies, colleges, businesses, and residents to strengthen the community. The Collaborative works to provide "a quality for all by working together as diverse, committed individuals and organizations." It engages in ongoing strategic planning in order to identify resources and develop services for children, youth, and adults in the community. The City of Montclair has provided an After-School Program since 1999 serving the social, emotional, and educational needs of children in the community.

Approval of proposed Agreement No. 10-109 would allow the City of Montclair to continue its partnership with the Hope Through Housing Foundation to provide an ASP at the San Antonio Vista Apartments Community Center. The ASP would be operated Monday through Friday afternoons from 3:00 p.m. to 6:00 p.m.

The term of proposed Agreement No. 10-109 is August 9, 2010, through December 31, 2010.

**FISCAL IMPACT:** Should the City Council approve Agreement No. 10-109, the Hope Through Housing Foundation would award the City \$20,750 to staff and provide supplies to the ASP.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 10-109 with the Hope Through Housing Foundation to continue the After-School Program at the San Antonio Vista Apartments Community Center.

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<b>Prepared by:</b> <u>M. Richter</u>	<b>Reviewed and</b>	<u>Steve Luster</u>
	<b>Approved by:</b>	
<b>Proofed by:</b> <u>Christine Smidely</u>	<b>Presented by:</b>	<u>[Signature]</u>

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**SERVICES/FACILITY AGREEMENT  
SAN ANTONIO VISTA APARTMENTS COMMUNITY CENTER**

This Facilities Use Agreement (the “Agreement”) is made and entered into this 9<sup>th</sup> day of August of 2010 by and between City of Montclair, hereinafter referred to as the **PROVIDER**, and the Hope Through Housing Foundation a nonprofit corporation, hereinafter referred to as **HOPE**, with reference to the following recitals of fact:

R E C I T A L S:

- A. **WHEREAS**, **HOPE** is the agency contracted to manage the San Antonio Vista Apartments Community Center(the **CENTER**) in the affordable housing development known as the San Antonio Vista Apartments (the “**Project**”), and
- B. **WHEREAS**, **HOPE** is able to provide space at the San Antonio Vista Community Center (the **CENTER**) for programming available from the **PROVIDER**, and
- C. **WHEREAS**, such programming is deemed to be of benefit to the residents of the San Antonio Vista Apartments neighborhood, and
- D. **WHEREAS**, the **PROVIDER** desires to provide certain social services, including, without limitation, after school services described in Exhibit A attached hereto and incorporated herein by this reference (“**PARTNER Activities**”) to residents of the Project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

A G R E E M E N T:

**1. CITY OF MONTCLAIR**

- (a) Commencing on the date hereof, the Provider shall provide **SERVICES** at the Property to residents of the Project and surrounding community pursuant to the terms of this Agreement. For purposes hereof, “**PARTNER Activities**” shall mean all of the services set forth on Exhibit A attached hereto, as well as such other services as the **PROVIDER**, or its affiliates, typically provide to participants of their programs.
- (b) To ensure the safety of all participants, City of Montclair agrees to provide staffing to adequately service program attendees.

- (c) It is understood that at a minimum the **"PARTNER"** Program will be operated on **Monday – Friday from 3-6 p.m.** to facilitate on site program support, enroll new attendees and answer questions. These hours are subject to change by either party to this agreement based on need or space availability. Request for changes to be done via mail.
- (d) Time Schedules and use of areas or departments will be regulated by the staff of the PROVIDER with the knowledge and consent of the managing personnel of HOPE.
- (e) The minimum and maximum number of individuals to be enrolled in each class/activity is to be co-determined by the PROVIDER and HOPE personnel. The maximum number will be determined by the available seats/space.
- (f) Individuals to be enrolled in the classes shall be admitted to the program by PROVIDER personnel.
- (g) PROVIDER teachers/staff/volunteers will be responsible for all progress reports and evaluation of student/participant performance, if applicable.
- (h) PROVIDER shall obtain a written release of liability from each student/participant participating in the class/services offered by the PROVIDER. In the event the student/participant is a minor, PROVIDER will obtain a permission slip from the parent or guardian. Release of liability Forms are available from HOPE Staff.
- (i) The PROVIDER will ensure that all staff will be properly trained and arrive on site prepared to run planned program as well as ensure that all onsite personnel are fingerprinted and screened in accordance with the laws of the State of California.

2. **Term.**

(a) The initial term of this Agreement (the **"Initial Term"**) shall commence on the date hereof and shall continue until the **31<sup>st</sup> of December 2010;** however, notwithstanding anything to the contrary set forth herein, either HOPE or the PROVIDER may terminate this Agreement at any time, with or without cause, on thirty (30) days prior written notice to the other party hereto. Further, HOPE may terminate the Agreement immediately upon any material breach of the agreement by the PROVIDER. **This agreement may be extended beyond the period by agreement of both parties.**

(b) Upon expiration of the Initial Term, as well as any annual term thereafter, the term of this Agreement shall be re-negotiated and new commencement and termination dates determined.

3. Cost.

(a) The initial cost of programming for the period of **August 9, 2010 to December 31, 2010** will be said amount of **\$20,750**. This cost covers staffing and operating costs as set forth on Exhibit B, attached hereto. **Monthly payments are not to exceed \$4,150.00 per month.**

(b) Upon expiration of agreement, programming cost will be re-negotiated with no automatic renewals set in place for said cost agreement.

(d) Monthly Actual costs will be invoiced to HOPE thereafter for programming provided **and are not to exceed \$4,150.00 per month**. Provider is responsible for programming costs **not to exceed** total cost of contract amount of **\$20,750 for the 5 month period of 8/09/10 to 12/31/10**. Any unused portion of contract will be subject to forfeiture by City of Montclair. Payment will be due within 30 days of receipt of invoice.

4. Reporting.

(a) The Provider staff will cooperate with HOPE and NATIONAL COMMUNITY RENAISSANCE staff to collect and compile data for the purposes of community needs assessment and program evaluation.

(b) The Provider will inform HOPE of intent to participate in program evaluation activities initiated by any internal or external organization and will furnish copies of resulting reports and, where possible, data.

(c) The PROVIDER shall prepare and submit to the HOPE management staff, on a monthly basis, a report of services provided for documentation purposes of which said document will be provided by the HOPE management staff.

(d) The PROVIDER shall further provide supporting documentation on a monthly basis of program costs. The documents of support acceptable are but not limited to staff time sheets, receipts for items purchased to support programming on site, mileage sheets, and payroll itemized documents per site staff employee.

5. Permitted Use. The PROVIDER shall use only those portions of the Property designated by HOPE for the "City of Montclair Program" and for no other use without HOPE's prior written consent, which consent may be withheld in HOPE's sole and absolute discretion. The PROVIDER use of the Property as provided in this Agreement shall be in accordance with the following terms and conditions:

(a) The PROVIDER shall not do, bring or keep anything in on or about the Property that will cause a cancellation, suspension, or activation of an exclusion of any insurance coverage covering the Property and/or the Project.

(b) The PROVIDER shall strictly comply with all local, state and federal laws, rules and regulations relating to the use of the Property.

(c) The PROVIDER shall not use the Property, or any portion of the Project, in a manner that will constitute waste, nuisance or unreasonable annoyance to owners, residents or occupants of adjacent properties or buildings, or occupants of the Project, including, without

limitation, the use of loudspeakers or sound or light apparatus that can be heard or seen outside the Project.

(d) The PROVIDER shall not do anything at the Property that will cause damage to the Project. No machinery, apparatus or other appliances shall be used or operated in or on the Property or the Project that will in any manner injure, vibrate or shake the Project.

(e) The PROVIDER agrees to maintain the space, site and equipment provided by HOPE in the same condition as provided, and to monitor students/participants adequately to ensure only normal and reasonable wear and tear.

(f) The PROVIDER agrees to assume the cost of repairs to space, site and/or equipment provided by HOPE if abnormal or unreasonable wear and tear results from PROVIDER's use.

6. Alterations. The PROVIDER shall not make any alterations to the Project and/or the Property without Hope's prior written consent, which consent may be withheld in HOPE's sole and absolute discretion.

7. Exculpation and Indemnity.

(a) HOPE shall not be liable to the PROVIDER for any damage to the PROVIDER or the PROVIDER's property from any cause, except such damage that may be caused by the intentional misconduct or gross negligence of HOPE's agents, contractors, employees or invitees (but expressly excluding tenants of the Project and their respective invitees). Except as specified in the preceding sentence, the Provider waives all claims against HOPE for damages to personal property arising for any reason.

(b) The PROVIDER shall indemnify, defend with counsel acceptable to HOPE, protect and hold HOPE harmless from and against any and all claims, losses, damages, demands, liabilities, and expenses, including, without limitation, reasonable attorney fees, arising from the PROVIDER's use or occupancy of the Property and/or the Project, or from the conduct of the PROVIDER's business, or from any activity, work or things done, permitted or suffered by the PROVIDER in, on or about the Property or elsewhere, and shall further indemnify, defend, protect and hold harmless HOPE from and against any and all claims, losses, damages, demands, liabilities and expenses, including, without limitation, reasonable attorney fees, arising from any breach or default in the performance of any obligation of the Provider to be performed under the terms of this Agreement, or arising from any negligence of the PROVIDER, or any of the PROVIDER's agents, contractors, employees or invitees.

(c) HOPE shall indemnify, defend, protect and hold the Provider harmless from and against any and all claims, losses, damages, demands, liabilities, and expenses, including, without limitation, reasonable attorney fees, arising from any breach or default in the performance of any obligation of HOPE to be performed under the terms of this Agreement, or arising from any negligence of HOPE, or any of HOPE's agents, contractors, employees or invitees.

8. Insurance.

(a) The Provider, at its sole cost and expense, shall maintain and keep in full force and effect, workers' compensation and liability insurance coverage with such carriers and within such limits as set forth in this Agreement and as HOPE shall require. Without limiting the generality of the foregoing, the Provider shall maintain liability insurance in the amount of not less than \$1,000,000 combined single limit. The Provider shall provide HOPE with duplicate originals or appropriate certificates of insurance verifying such coverage or endorsement acceptable to HOPE before commencing services under this Agreement.

(b) All insurance required by this Agreement shall be effective under policies issued by issuers of recognized responsibility, licensed or permitted to do business in the State of California. **Further, HOPE is to be named as a direct insured on policy.**

(c) No required insurance policy shall be subject to any of the following events: cancellation, reduction in coverage or limits, or non-renewal, except after notice in writing shall have been sent by registered mail addressed to HOPE, not less than thirty (30) days prior to the effective date of such event. The Provider shall, at least thirty (30) days prior to the expiration of any such policy, furnish HOPE with renewals or "binders" thereof or HOPE may order such insurance and charge the cost thereof to the Provider, which amount shall be payable by the Provider upon written demand.

(d) Provider shall require carriers of above-coverage's to waive all rights to subrogation regarding the acts of HOPE and its officers, employees, agents, volunteers, contractors, and sub-contractors. Policies are required to be primary and non-contributory.

(e) HOPE is not liable for any premiums charged for coverage's, even if HOPE (and its employees, agents, officials, and volunteers) are named as additional insured. HOPE and *Southern California Housing Development Corporation* are not deemed partners or joint venturers with provider in the operation.

(f) In accordance with the State of California compensation laws, the Provider shall maintain workers' compensation and employers' liability insurance for all persons employed by the City of Montclair in performance of services set forth herein. Such workers' compensation insurance shall cover liability within statutory limits for compensation based upon death or bodily injury claims made by, for or on behalf of any person incurring or suffering injury or death in connection with the operations by the Provider on the Property. The Provider shall provide HOPE with a certificate verifying such coverage or endorsement acceptable to HOPE before commencing services under this Agreement. Such policy shall require thirty (30) days notice to HOPE in writing prior to cancellation, termination or expiration of any kind.

9. Assignment. The Provider shall not assign its interest in this Agreement without HOPE's prior written consent, which consent may be withheld in HOPE's sole and absolute discretion. Any assignment made without HOPE's consent shall be void. The Provider recognizes and acknowledges that its obligation to provide City of Montclair Services under this Agreement is not an ordinary obligation and that HOPE would not enter into this Agreement except in reliance on the Provider's expertise and reputation, HOPE's knowledge of the Provider, and HOPE's understanding that this Agreement is in the nature of an agreement involving personal services. HOPE is relying on the Provider's expertise and prior experience to develop the City of Montclair Services at the Project in accordance with the terms of this Agreement.

10. Subordination. This Agreement is and shall be junior and subordinate to any encumbrance now of record and any encumbrances recorded after the date of this Agreement affecting the Property. If any lender or other entity requires that this Agreement be expressly subordinated to any encumbrance now or in the future, this Agreement shall be subordinated to such encumbrance pursuant to a document which is in form and substance acceptable to HOPE and such lender. The Provider shall execute, acknowledge, if appropriate, and deliver to HOPE or any other party a written agreement required by any lender to accomplish the purposes of this subparagraph.

11. Notices. Any notice or communication that either party desires or is required to give to the other party under this Agreement shall be in writing and either served personally or sent by prepaid first class mail in the United States, or by reputable overnight courier. Any notice or communication that either party desires or is required to give to the other party shall be delivered to the following addresses:

If to HOPE:                    Hope Through Housing Foundation  
   C/o Susan Neufeld  
   9065 Haven Ave., Suite 100  
   Rancho Cucamonga, CA. 91730  
   909/483-2444 x. 195

If to the Provider:            City of Montclair  
   C/o Laura Floyd-Cole  
   5111 Benito Street  
   Montclair, CA 91763

Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated (a) upon delivery, if personally delivered, (b) within forty-eight (48) hours from the time of mailing, if mailed in the United States mail return receipt requested, or (c) within twenty-four (24) hours from the time of mailing, if mailed by overnight courier.

12. Delay and Waiver.

(a) No delay or omission in the exercise of any right or remedy by HOPE upon any default by the Provider shall impair such right or remedy or be construed to be a waiver.

(b) HOPE's consent to or approval of any act by the Provider requiring HOPE's consent or approval shall not be deemed to waive or render unnecessary HOPE's consent to or approval of any subsequent act by the Provider.

13. Sale or Transfer. If the legal owner of the Project sells or transfers all or any portion of the Property or the Project, HOPE, upon consummation of the sale or transfer, shall be released from any and all liability under this Agreement, including, without limitation, the obligation or liability to pay any further amounts pursuant to any Budget.

14. No Discrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the use, occupancy, tenure or enjoyment of the Property, nor shall the Provider or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of individuals served at the Property.

15. Hazardous Materials.

(a) For purposes of this Agreement, "Hazardous Materials" shall mean petroleum, asbestos, flammable explosives, radioactive materials, hazardous wastes, toxic substances and hazardous substances and related materials identified under any federal, state or local law.

(b) The Provider shall not permit or allow the use of any Hazardous Materials in on or under the Property and/or the Project in connection with any of its activities on the Property and/or the Project. The Provider shall indemnify, defend, protect and hold harmless HOPE, its employees, officers, partners and agents from and against any and all loss, cost, damage, liability and expense, including, without limitation, reasonable attorneys' fees and costs of investigation, arising as a result of the use, transfer, storage or disposal of any Hazardous Materials in, on or under the Property and/or the Project by, through or under the Provider, its agents or employees. The Provider's obligations hereunder shall survive the termination of this Agreement.

16. Miscellaneous.

(a) Time of Essence. Time is of the essence of each provision of this Agreement.

(b) Successors. Subject to paragraph 8 above, this Agreement shall be binding on, and inure to the benefit of, the successors and assigns of the parties hereto.

(c) Exhibits. All exhibits referred to in this Agreement are attached to this Agreement and incorporated herein by this reference.

(d) California Law. This Agreement shall be construed in, and interpreted in accordance with, the laws of the State of California.

(e) Integrated Agreement; Modification. This Agreement contains all of the agreements of the parties hereto with respect to the subject matter hereof, and cannot be amended or modified except by a written agreement.

(f) Severability. The enforceability, invalidity or illegality of any provision hereof shall not render the other provisions of this Agreement unenforceable, invalid or illegal.

(g) Counterparts. This Agreement may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same instrument.

(h) Permits, Licenses and Approvals. Provider is required to obtain and maintain all necessary permits, licenses, and approvals from any applicable local, state and federal agency. Provider is further responsible for any clean up and must comply with all health and safety standards set by any governmental agency.

(i) Advertising and Promotional Materials. Any and all advertising promotion or notice of services provided must obtain prior approval by HOPE before distribution

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

By: HOPE THROUGH HOUSING FOUNDATION,  
a California nonprofit corporation

\_\_\_\_\_  
George Searcy, Executive Director

\_\_\_\_\_  
Date

By: CITY OF MONTCLAIR

\_\_\_\_\_  
Paul M. Eaton, Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Donna M. Jackson, City Clerk

\_\_\_\_\_  
Date

**EXHIBIT A**  
**LIST of SERVICES**

**The CITY OF MONTCLAIR will:**

**Programming**

- Follow Hope's curricular guidelines and include the following program components:
  - A healthy snack according to CACFP guidelines
  - Physical recreation or movement
  - Homework assistance
  - Kidzlit, Peacebuilders, and Virtual Vacations curricula
  - Activities that promote family and child together time

**Recruitment/Retention**

- Develop and distribute marketing materials for programs and services.
- Maintain a minimum average daily/attendance of ~~42~~
- Support marketing and recruitment for additional Hope services (e.g., Supplemental Education Services).
- Development community engagement strategies to increase attendance and participation.
- Track all outreach activities (see attached document).

**Communication**

- Establish a 10-15 minute weekly meeting with SAN ANTONIO VISTA staff.
- Complete monthly reports to HOPE (forms are provided by HOPE).
- Immediately notify HOPE of any program closures or minimum days.
- Immediately notify HOPE of any absent staff.
- Immediately HOPE of any injuries or incidents.
- Include HOPE in CITY OF MONTCLAIR's planning, educational and community events as appropriate.
- Participate in trainings, monthly phone check-ins, and quarterly partner meetings led by HOPE.

**Program Development and Sustainability**

- Support HOPE's fundraising and grantwriting strategy for all services and/or services at SAN ANTONIO VISTA Apartments.
- Submit the previous month's activities, classes, and special events.
- Ensure that all program staff have been TB skin-tested and have passed background checks.
- Ensure that a minimum of two staff are present during program hours at all times.
- Follow HOPE program guidelines as they are developed.
- Participate in HOPE's program promotion events, such as community meetings, events, and/or Lights on Afterschool.
- Give residents of SAN ANTONIO VISTA "first priority" in any and all services being offered.
- Provide proper liability insurance coverage for all employees engaging in business activities at the Center.
- Adequately supervise daily program operations.

**HOPE will:**

**Recruitment/Retention**

- Coordinate with Property Management to recruit participants.
- Assist in developing community engagement strategies to increase attendance and participation.

#### **Communication**

- Coordinate of a launch meeting with Property Management, CITY OF MONTCLAIR and HOPE staff.
- Support CITY OF MONTCLAIR's communication with Property Management.
- Participate in CITY OF MONTCLAIR's planning, educational and community events as appropriate.

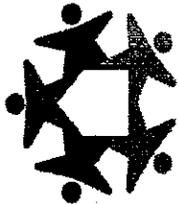
#### **Program Development and Sustainability**

- Negotiate a state snack program contract for the site, where possible.
- Provide technical assistance and capacity building support that may include program observations, meetings, trainings, workshops, access to print materials, or other activities that promote program sustainability.
- Provide access to computers, furniture, and some program supplies to be used by community members.
- Assist in the collection of evaluative program data and access to this data by CITY OF MONTCLAIR staff.
- Commit to CITY OF MONTCLAIR's vision and mission.
- Provide access by CITY OF MONTCLAIR to the Center, including priority for programming, CITY OF MONTCLAIR meetings, and access to office space where available.
- Provide ongoing maintenance, routine cleaning/supplies, repairs, etc.
- Pursue sustainable funding, separately or jointly, to maintain uninterrupted programs and services being provided for the mutual benefit of all entities and community members.

**Exhibit B**  
**CITY OF MONTCLAIR**  
**SAN ANTONIO VISTA**

**PAYMENT SCHEDULE**

- Monthly invoices are due within 30 days of the end of the month to be paid.
- Invoices will not be paid if attendance and registration information is not up to date in the Cityspan database.
- Monthly invoices are not to exceed: **\$4,150.**



# HOPE through HOUSING FOUNDATION

Provider Budget Worksheet

Provider: City of Montclair

Site: San Antonio Vista

Program Days: Monday-Friday

Start/End Dates: 8/09/10

What is your total % of benefits per staff?	14
What is your total % of employment taxes per staff?	0.1

### Staffing Costs

Position	Hourly Rate	Hours/Day	# of Program Days	Total Salary	Hope Training Hours	Hope Family Involvement & Outreach Hours	Other-Salary Hours*	Taxes	Benefits	Mileage	Total
Staff 1 Program Coordinator	\$20.97	7	5	\$733.50	\$120.00	\$18.00	\$0.00	\$57.00	\$217.50	\$100.00	\$508.00
Staff 2 Learning Leader	\$14.49	4.66	5	\$336.00	\$120.00	\$18.00	\$0.00	\$57.00	\$189.00	\$100.00	\$436.00
Staff 3 Learning Leader	\$14.49	4.66	5	\$336.00	\$120.00	\$18.00	\$0.00	\$57.00	\$189.00	\$100.00	\$436.00
										<b>Grand Total</b>	<b>\$2,750.00</b>

\*Please Describe:

### Other Costs

General Program Supplies	\$3,500.00
Snacks	\$3,500.00
Admin	\$5,000.00
Office Supplies	\$750.00
Postage/Printing	\$200.00
Other*	\$4,219.92
<b>Total</b>	<b>\$17,169.92</b>

\*Please Describe:

Field trips, contract services, end of year celebrations, family involvement and outreach,

**Total Budget for 2009-2010 Program Year**  
**\$25,000.00**

This worksheet has formulas programmed in to assist you in your budget calculations. DO NOT DELETE any entry in the gray area, or the formula will be deleted as well.

# AGENDA REPORT

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<b>SUBJECT:</b>	CONSIDER ADOPTION OF RESOLUTION NO. 10-2860 ACCEPTING AND APPROVING FUNCTIONAL CLASSIFICATION CHANGES FOR SELECT STREETS FROM COLLECTOR STREETS TO LOCAL STREETS ON THE FEDERAL CLASSIFICATION MAPS	<b>DATE:</b>	September 20, 2010
<b>BUSINESS PLAN:</b>	N/A	<b>SECTION:</b>	RESOLUTIONS
		<b>ITEM NO.:</b>	1
		<b>FILE I.D.:</b>	TRC625
		<b>DEPT.:</b>	PUBLIC WORKS

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**REASON FOR CONSIDERATION:** A recent review of the Federal Classification maps covering the City of Montclair found that several streets in the City are identified as "collector" streets. Given the residential character of these streets, it is felt that a designation as "local" street is more appropriate. Proposed Resolution No. 10-2860 would change the designation on the Federal Classification maps. A copy of the proposed Resolution is attached for the City Council's review and consideration.

**BACKGROUND:** A recent review of Federal Classification maps found that several streets in the City are currently designated as collector streets but are more accurately described as local streets. Collector streets generally have one or more local streets feeding vehicles into them and in turn themselves feed into arterial streets. Collector streets generally have widths of 40 feet or more; whereas local streets, especially local residential streets, are generally, but not always, less wide. The streets in question are:

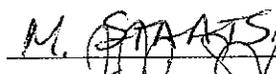
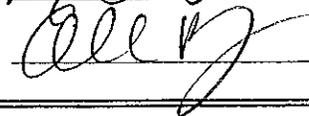
- Fremont Avenue-Phillips Boulevard to Mission Boulevard
- Fremont Avenue-Kingsley Street to Benito Street
- Helena Avenue-San Bernardino Street to Palo Verde Street
- Vernon Avenue-Holt Boulevard to San Bernardino Street

Because the streets are currently designated as collector streets and are wider than 40 feet, it is necessary to conduct speed surveys for them every five years in order to use radar for speed enforcement. The proposed changes would allow the Police Department to issue citations for excessive speed with the use of radar without posting the speed limit or conducting radar speed surveys. All of the streets are considered residential with a *prima facie* speed limit of 25 miles per hour.

**FISCAL IMPACT:** Adoption of proposed Resolution No. 10-2860 redesignating certain collector streets to local streets on the Federal Classification maps would eliminate the need to conduct speed surveys for those streets every five years. With fewer street sections to survey, there should be a slight reduction in costs associated with conducting speed surveys.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 10-2860 accepting and approving functional classification changes from collector streets to local streets on the Federal Classification maps.

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

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**RESOLUTION NO. 10-2860**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ACCEPTING AND APPROVING THE FUNCTIONAL CLASSIFICATION CHANGES FOR SELECT STREETS FROM COLLECTOR STREETS TO LOCAL STREETS ON THE FEDERAL CLASSIFICATION MAPS**

**WHEREAS**, the Highway Performance Monitoring System (HPMS) is a federally mandated inventory system and planning tool, designed to assess the nation's highway system; and

**WHEREAS**, the HPMS is used as a management tool by state and federal governments and local agencies to analyze the system's condition and performance; and

**WHEREAS**, Federal Classification maps identify all streets within a city by a functional classification as local, collector, minor arterial, other principal arterial, freeway or expressway, or interstate; and

**WHEREAS**, cities may request modifications to functional classification with the adoption of a resolution.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Montclair hereby approves the functional classification changes on the following streets within the City of Montclair from "collector" streets to "local" streets on the Federal Classification maps and as shown on Exhibit A:

- Fremont Avenue–Phillips Boulevard to Mission Boulevard
- Fremont Avenue–Kingsley Street to Benito Street
- Helena Avenue–San Bernardino Street to Palo Verde Street
- Vernon Avenue–Holt Boulevard to San Bernardino Street

**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. 10-2860 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2010, and that it was adopted by the following vote, to-wit:

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

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Donna M. Jackson  
City Clerk

# General Map Montclair CA

EXHIBIT A

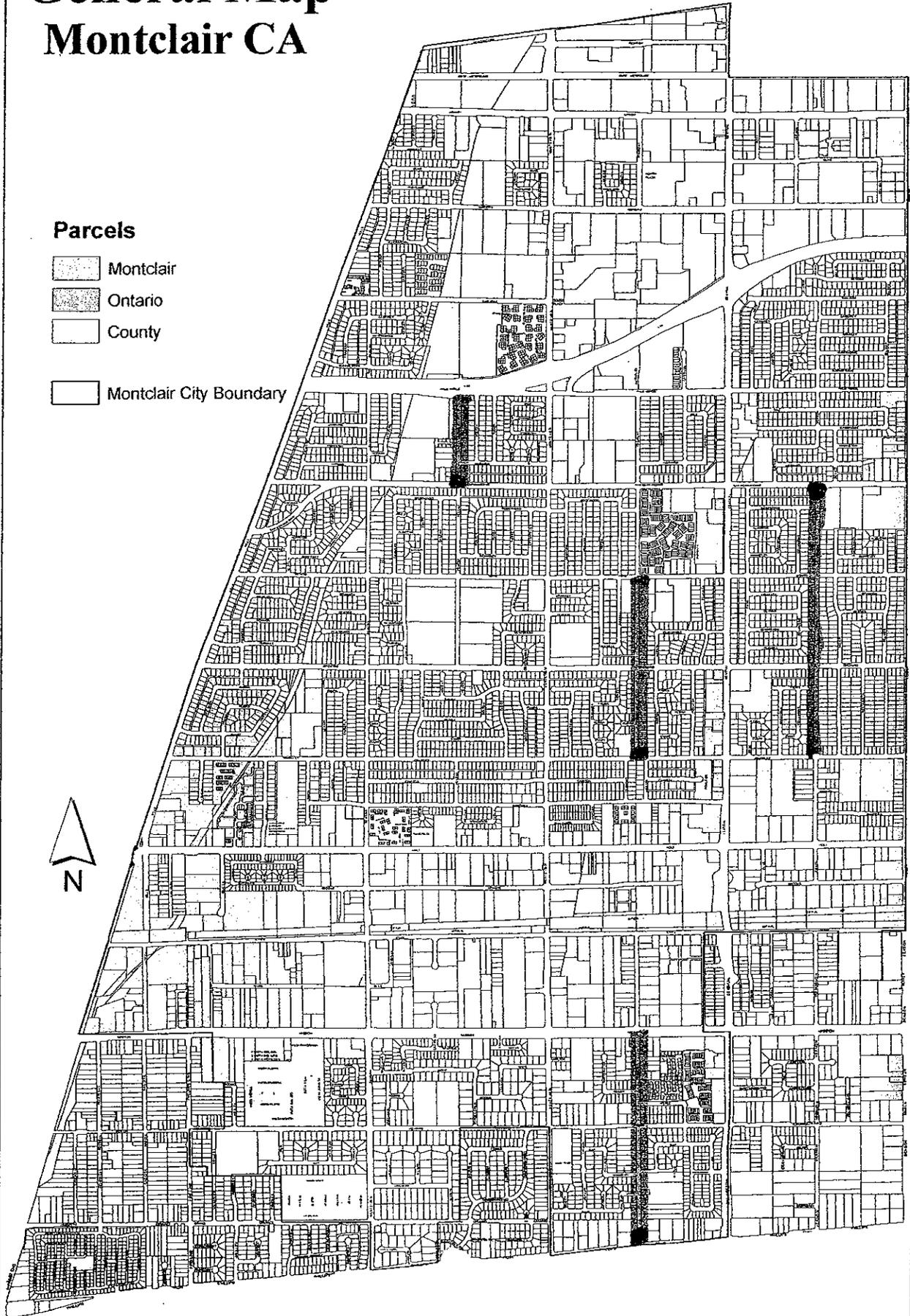
## Parcels

 Montclair

 Ontario

 County

 Montclair City Boundary



**MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON TUESDAY,  
SEPTEMBER 7, 2010, AT 8:25 P.M. IN THE CITY  
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA**

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**I. CALL TO ORDER**

Mayor Eaton called the meeting to order at 8:25 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 August 16, 2010.**

Moved by City Manager Starr, seconded by Council Member Ruh, and carried unanimously to approve the minutes of the Personnel Committee meeting of August 16, 2010.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**

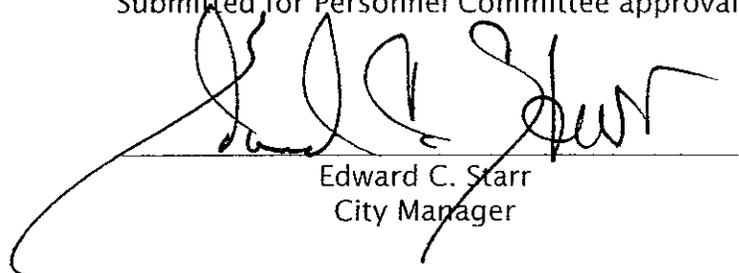
At 8:25 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 8:37 p.m., the Personnel Committee returned from Closed Session. Mayor Eaton stated that no announcements would be made at this time.

**VI. ADJOURNMENT**

At 8:37 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr  
City Manager