

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

November 1, 2010

7:00 p.m.

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

The CC/RDA/MHC meetings are now available in audio format on the City's website at www.ci.montclair.ca.us 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. First Reading - Consider Adoption of Ordinance No. 10-918 Amending Specific Chapters in Title 10 of the Montclair Municipal Code Related to Adoption of Building Codes to Regulate Construction in the City of Montclair and to Establish January 1, 2011, as the Effective Date of the Codes [CC]

VIII. CONSENT CALENDAR

A. Approval of Minutes

1. Minutes of Regular Joint Council/Agency/MHC Meeting of October 18, 2010

B. Administrative Reports

1. Consider Approval of Lot Line Adjustment No. 2010-3 Affecting Two Parcels Located on the West Side of Benson Avenue Between Moreno Street and Arrow Highway and Authorize the Lot Line Adjustment be Recorded with the San Bernardino County Recorder [CC] 17
2. Consider Redevelopment Agency Board of Directors' Authorization to Advertise for Bid Proposals for the 9916 Central Avenue Landscape Improvement Project [RDA] 23
3. Consider "No Action" on Alcoholic Beverage Permit Application - Tokyo Japanese Market [CC] 24
4. Consider Approval of Warrant Register and Payroll Documentation [CC] 25

C. Agreements

1. Consider Approval of Cooperative Agreement No. 10-114 between the Cities of Montclair and Ontario and the Ontario-Montclair School District for Crossing Guard Services at Benson Avenue and San Bernardino/4th Street [CC]

Consider Authorizing City Manager to Sign Cooperative Agreement No. 10-114 [CC] 26
2. Consider Award of Contract to Alcorn Fence Company, in the Amount of \$29,635 [CC]

Consider Approval of Agreement No. 10-116 with Alcorn Fence Company for the Montera Elementary for the Montera Elementary School Soccer Field Netting Project [CC]

Consider Authorization of a \$5,000 Construction Contingency [CC] 34
3. Consider Redevelopment Agency Board of Directors' Approval of Rehabilitation Grant Agreement Nos. 10-117 through 10-120 by and between the City of Montclair Redevelopment Agency and Four Exterior Housing Improvement Program Participants [CC] 42
4. Consider City Council's Approval of Agreement No. 10-121, a Purchase and Sale Agreement with Basin Ventures-LA, Inc., for Property Located on the South Side of Brooks Street East of Monte Vista Avenue in the City of Montclair [CC]

Consider City Council's Authorization for City Manager Starr to Sign Agreement No. 10-121 [CC]

(continued on next page)

Consider Redevelopment Agency Board of Directors' Authorization of a \$4,650 Reimbursement to the City for Costs Associated with Agreement No. 10-121 [RDA] 49

5. Consider Approval of Agreement No. 10-122 with the Ontario-Montclair School District to Provide After-School Programs [CC] 61

D. Resolutions

1. Consider Adoption of Resolution No. 10-2865 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges [CC] 67

IX. PULLED CONSENT CALENDAR ITEMS - None

X. RESPONSE

A. Response to City Council Inquiry Regarding Violation of the City's Noise Ordinance [CC] 76

XI. COMMUNICATIONS

A. City Attorney/Agency Counsel

1. Closed Session Pursuant to Government Code Section 54956.8 Regarding Real Property Negotiations

Property: 10333 Pradera Avenue

Negotiating Parties: City of Montclair Redevelopment Agency and Edward and Robert Malinowski

Negotiators: Marilyn J. Staats, Director of Redevelopment/Public Works and Christine S. Caldwell, Assistant Director of Redevelopment

Under Negotiation: Recommendations Regarding Purchase Offer

B. City Manager/Executive Director

C. Mayor/Chairman

D. Council/Agency Board

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

1. Minutes of the Public Works Committee Meeting of August 19, 2010 80

2. Minutes of the Personnel Committee Meeting of October 18, 2010 87

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

This evening's meeting will be adjourned in memory of longtime Montclair resident, Mrs. Elizabeth Lock, wife of former Mayor Robert Lock, who sadly passed away on Friday, October 22, 2010.

(At this time, the Redevelopment Agency Board of Directors will meet in Closed Session regarding real property negotiations).

XIII. CLOSED SESSION ANNOUNCEMENTS

XIV. ADJOURNMENT OF REDEVELOPMENT AGENCY BOARD OF DIRECTORS

The next regularly scheduled City Council, Redevelopment Agency, and Montclair Housing Corporation meetings will be held on Monday, November 15, 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 October 28, 2010.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF ORDINANCE NO. 10-918 AMENDING SPECIFIC CHAPTERS IN TITLE 10 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO ADOPTION OF BUILDING CODES TO REGULATE CONSTRUCTION IN THE CITY OF MONTCLAIR AND TO ESTABLISH JANUARY 1, 2011, AS THE EFFECTIVE DATE OF THE CODES

DATE: November 1, 2010

SECTION: PUBLIC HEARINGS

ITEM NO.:

FILE I.D.: CDV100

DEPT.: COMMUNITY DEV.

FIRST READING

BUSINESS PLAN: N/A

REASON FOR CONSIDERATION: The City Council is requested to consider adoption of Ordinance No. 10-918 amending various Chapters in Title 10 of the Montclair Municipal Code related to adoption of building codes to regulate construction in the City of Montclair and to establish January 1, 2011, as the effective date of the codes. A copy of proposed Ordinance No. 10-918 is attached for the City Council's review and consideration.

BACKGROUND: The California Health and Safety Code establishes a Building Standards Commission, whose duties include approval, codification, and publication of building standards in a triennial edition of the California Building Standards Code. These codes, commonly called Title 24, incorporate the latest editions of the model codes that apply in all parts of California. The Commission also establishes a date that these codes become effective throughout the state; the date for this triennial edition is January 1, 2011. The adoption of these codes would regulate the fabrication, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area, or other improvements to real property; maintenance of all buildings or structures in the City of Montclair; and providing for issuance of permits and collection of fees therefor.

The Building Standards Code does *not* include the adoption of procedural ordinances by a city or other agency related to civil, administrative, or criminal procedures and remedies available for enforcing code violations.

FISCAL IMPACT: Unknown

RECOMMENDATION: Staff recommends the City Council adopt the first reading of Ordinance No. 10-918 amending various Chapters in Title 10 of the Montclair Municipal Code related to adoption of building codes to regulate construction in the City of Montclair and to establish January 1, 2011, as the effective date of the codes.

Prepared by: Merry Westerlin Reviewed and Approved by: [Signature]

Proofed by: Sandra Berke Presented by: [Signature]

ORDINANCE NO. 10-918

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING SPECIFIED CHAPTERS OF TITLE 10 OF THE MONTCLAIR MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2010 EDITION OF THE CALIFORNIA BUILDING CODE, VOLUMES 1 AND 2; THE 2010 EDITION OF THE CALIFORNIA RESIDENTIAL CODE; THE 2010 EDITION OF THE CALIFORNIA PLUMBING CODE; THE 2010 EDITION OF THE CALIFORNIA ELECTRICAL CODE; THE 2010 EDITION OF THE CALIFORNIA MECHANICAL CODE; AND THE 2010 EDITION OF THE CALIFORNIA GREEN BUILDING STANDARDS CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, DELETIONS, AND EXCEPTIONS INCLUDING FEES AND PENALTIES

WHEREAS, the California Health and Safety Code establishes a Building Standards Commission whose duties include approval, codification, and publication of building standards in a triennial edition of the California Building Standards Code, commonly called Title 24; and

WHEREAS, the Building Standards Commission also establishes a date that these codes become effective throughout the state; and

WHEREAS, the effective date for this triennial edition is January 1, 2011; and

WHEREAS, adoption of these codes would regulate the fabrication, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area, or other improvements to real property; maintenance of all buildings or structures in the City of Montclair; and provision for issuance of permits and collection of fees therefor; and

WHEREAS, the Building Standards Code does *not* include adoption of procedural ordinances by a city or other agency related to civil, administrative, or criminal procedures and remedies available for enforcing code violations.

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

SECTION I. Section 10.08.010 of the Montclair Municipal Code is hereby repealed and replaced in its entirety as follows:

10.08.010 Adoption.

Except as provided in this Chapter, those certain building codes known and designated as the California Building Code, 2010 Edition, Volumes 1 and 2, including Appendix Chapters "C," "F," "I," and "J," based on the 2009 International Building Code as published by the International Code Council, shall be

and become the Building Codes of the City of Montclair for regulating the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every buildings and/or structures or any appurtenances connected or attached to such buildings or structures throughout the City. The California Building Code and its appendix chapters will be on file for public examination in the office of the Building Official.

SECTION II. Section 10.08.020 of the Montclair Municipal Code is hereby amended as follows:

10.08.020 Building Code amendments.

The following Section of Chapter 1, "Scope and Administration, Division I, California Administration," is amended as follows:

1.8.8 Appeals Board. Subsection 1.8.8 is hereby deleted in its entirety.

The following portions and sections of "Chapter 1, Scope and Administration, Division II, Scope and Administration" are hereby amended as follows:

The following language shall be added to Subsection 101.2 "Scope":

In order to properly maintain and safeguard healthful living conditions and comply with all provisions of the Building Codes, it is hereby declared unlawful to use any streetcars, boxcars, house cars, motor bus bodies, or similar means of conveyance or structures of similar nature of construction, for places of habitation, residence, or place of business in this City. However, nothing contained herein shall prohibit the use of any house trailer or mobile home for places of abode or habitation in an approved mobile home park, providing such structures comply with all other conditions and requirements of this Code.

The following language shall be added to Subsection 102.1 "General":

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Code or any part thereof is in conflict with the Fire Code, the most restrictive shall be applicable.

Subsection 104.1 "General" of Section 104 "Duties and Powers of Building Official" is hereby deleted and replaced in its entirety as follows:

104.1 General. The Building Official is hereby authorized and directed to enforce all the provisions of this Code and referenced technical codes. For such purposes, the Building Official shall have the powers of a law enforcement officer. The Building Official shall have the power to render interpretations of this Code and the referenced technical codes, and to adopt and enforce rules and regulations supplemental to this Code as may be deemed necessary to clarify the application of the provisions of this Code. Such interpretations, rules, and regulations shall be in conformity with the intent and purpose of this Code.

Subsection 104.12 "Cooperation of Other Officials and Officers" shall be added as follows:

104.12 Cooperation of Other Officials and Officers. The Building Official may request and shall receive the assistance and cooperation of other officials of this jurisdiction so far as is required in the discharge of the duties required by this Code or other pertinent laws or ordinances.

Subsection 105.2 "Work exempt from permit" is hereby amended as follows:

Item 1 under "Building" is hereby deleted and replaced in its entirety as follows:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet or measures over 8 feet in height to the highest point of the roof.

Item 2 under "Building" is hereby deleted in its entirety.

Item 4 under "Building" is hereby deleted and replaced in its entirety as follows:

4. Retaining walls that are not over three (3) feet in height as measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II, or IIIA liquids.

Item 9 under "Building" is hereby deleted in its entirety.

Subsection 105.3.2 "Time limitation of application" is hereby adopted and amended to read as follows:

Applications for which no permit is issued within 180 days following the date of application shall expire by limitation. Plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period not exceeding 180 days on written request by the applicant showing the circumstances beyond the control of the applicant having prevented action from being taken. An application shall not be extended more than once. An application shall not be extended if this Code or any other pertinent laws or ordinances have been amended subsequent to the date of application. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee. All plans submitted for review prior to the effective date of this Ordinance shall expire by limitation within 180 days of application with no extensions.

Subsection 105.5 "Expiration" is hereby adopted and amended to read as follows:

Every permit issued by the Building Official under the provisions of the technical codes shall expire by limitation and become null and void, if the

building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefore shall be one-half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work, and provided further, that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee.

A permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this Section for good and satisfactory reasons. The Building Official may extend the time for action by the permittee for a period not exceeding 180 days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits shall not be extended more than once.

Section 107 "Submittal Documents" is hereby adopted and amended as follows:

Subsection 107.5 "Retention of construction documents" is hereby amended by adding the following language:

Before final inspection, electronic images of all plans, engineering calculations, and records that are submitted for the purpose of obtaining a building permit shall be submitted to the Building Official. Electronic images shall be based on the Building Division's Electronic Archiving Policy.

Section 109 "Fees" is hereby adopted and amended as follows:

Subsection 109.2 "Schedule of permit fees" is hereby amended by adding the following language:

When submittal documents are required by Section 302.2 of the Uniform Administrative Code, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. The plan review fee shall be 100 percent of the building, electrical, mechanical and plumbing work permit fee as required in accordance with the fee schedule established by resolution of the City Council. When the City retains a private entity or person to perform plan review, the plan review fee shall be in an amount sufficient to defray the cost of such services, plus a 15 percent fee to cover the cost of administration, but in no case shall the plan review fee be less than the amount specified in this Section.

Subsection 109.4 "Work commencing before permit issuance" is hereby deleted and replaced in its entirety as follows:

109.4 Work commencing before permit issuance. Whenever work for which a permit is required by this Code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be as required, as in accordance with the schedule as established by the applicable governing authority. The minimum investigation fee shall be the same as the minimum fee set forth in accordance with the schedule as established by the applicable governing authority. The payment of such investigation fee shall not exempt an applicant from compliance with all other provisions of either this Code or the technical codes nor from the penalty prescribed by law. Whenever the same person or entity is found to have performed work for which a permit is required without first obtaining said permit four or more times, said investigation fee shall be ten times the fee amount set forth in accordance with the schedule as established by the applicable governing authority.

Subsection 109.6 "Refunds" is hereby deleted and replaced in its entirety as follows:

109.6 Refunds. The Building Official may authorize refunding of a fee paid hereunder which was erroneously paid or collected. The Building Official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this Code. The Building Official may authorize refunding of not more than 80 percent of plan review fee has been paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any examination time has been expended. The Building Official shall not authorize the refunding of any fee paid except upon written request filed by the original permittee not later than 180 days after the date of payment.

Section 110 "Inspections" is adopted and amended by adding the following subsection:

110.1.1 Workmanship. It is the intention of the City that all construction carried on under the review of the Building Division is of good quality. The Building Official shall be empowered to enforce the installation of work that is straight, level, plumb, square, etc., as the situation requires. All work shall be well fit and of a durable nature. Paint in all cases shall not be below normal standard for the use applied. The proper grading of walks, drives, and yards shall be required when being installed with the work requiring a building permit. A minimum thickness of 3½ inches for flat concrete work and 2 inches for asphalt paving shall be required. All exterior flat concrete work shall include such breaks for expansion as deemed necessary by the Building Official.

Subsection 110.3.4 "Frame inspection" is hereby amended by adding the following language:

The structure shall have lath paper completely installed at the time of framing inspection.

Subsection 110.3.5 "Lath and gypsum board inspection" is hereby amended by deleting the "exception" in its entirety.

Subsection 110.3.8 "Other inspections" is hereby amended by adding the following language:

A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made. This Section is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of the technical codes but as controlling the practice of calling for inspections before the job is ready for such inspection or reinspection. Reinspection fees may be assessed when the inspection record card is not posted or otherwise available on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, or deviation from plans requiring the approval of the Building Official. To obtain a reinspection, the applicant shall file an application therefore in writing upon a form furnished for that purpose and pay the reinspection fee in accordance with a fee schedule adopted by this jurisdiction. In instances where reinspection fees have been assessed, additional inspection of the work will not be performed until the required fees have been paid.

Subsection 110.5 "Inspection requests" is hereby deleted and replaced in its entirety as follows:

110.5 Inspection requests. It shall be the duty of the person doing the work authorized by the permit to notify the Building Official that such work is ready for inspection. The Building Official may require that every request for inspection be filed at least one working day before such inspection is desired. Such request may be requested in writing or by telephone at the option of the Building Official. It shall be the duty of the person requesting any inspections required by either this Code or the technical codes to provide access to and means for inspection of the work.

Section 111 "Certificate of Occupancy" is hereby adopted and amended by adding the following subsection:

111.5 Utility release. The following minimum requirements shall be completed prior to any occupancy or utilities connected:

(1) Written clearance from the Fire and Public Works Departments and Planning and Business License Divisions.

(2) Written clearance from the Monte Vista Water District, NPDES Coordinator, and Environmental Manager, when applicable.

(3) The following when applicable:

- (a) Electronic imaging of plans received.
- (b) Verification of school fees paid.
- (c) Grading certificate received.
- (d) All plan review fees paid.
- (e) Sewer assessment fees paid.
- (f) Hazard materials statements received.
- (g) Subcontractor's list received.
- (h) Parkland fees received.
- (i) Transportation fees received.

Section 114 "Violations" is hereby adopted and amended as follows:

Subsection 114.4 "Violation penalties" is hereby amended by adding the following language:

Whenever the same person or entity is found to have performed work for which a permit is required without first obtaining said permit four or more times, said investigation fee shall be ten times the fee amount set forth in Section 108.

SECTION III. Section 10.20.010 of the Montclair Municipal Code is hereby repealed and replaced in its entirety as follows:

10.20.010 Adoption.

Except as provided in this Chapter, the California Electrical Code, 2010 Edition, based on the 2008 National Electrical Code as published by the National Fire Protection Association, shall be and become the Electrical Code of the City of Montclair, regulating all installation, arrangement, alteration, repair, use, and other operation of electrical wiring, connections, fixtures, and other electrical appliances on premises within the City. The California Electrical Code is on file for public examination in the office of the Building Official.

SECTION IV. Section 10.20.020 is hereby added to Chapter 10.20 "Electrical Code" of the Montclair Municipal Code as follows:

10.20.020 Electrical Code amendments.

The 2010 Edition of the California Electrical Code is hereby adopted with no amendments.

SECTION V. Chapter 10.30 is hereby added to Title 10 ("Buildings and Construction") of the Montclair Municipal Code to read as follows:

Chapter 10.30

GREEN BUILDING STANDARDS CODE

Sections:

- 10.30.010 Adoption.**
10.30.020 Green Building Standards Code amendments.

10.30.010 Adoption.

Except as provided in this Chapter, the California Green Standards Code, 2010 Edition as published by the California Building Standards Commission, shall be and become the Green Building Standards Code of the City, regulating and controlling the planning, design, operation, use and occupancy of every newly constructed building or structure in the City. The California Green Building Standards Code shall be on file for public examination in the office of the Building Official.

10.30.020 Green Building Standards Code amendments.

The 2010 Edition of the California Green Building Standards Code is hereby adopted with no amendments.

SECTION VI. Sections 10.36.010 and 10.36.020 of the Montclair Municipal Code are hereby repealed and replaced in their entirety as follows:

10.36.010 Adoption.

Except as provided in this Chapter, the California Mechanical Code, 2010 Edition, based on the 2009 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials (IAPMO), shall be and become the Mechanical Code of the City, regulating and controlling the design, construction, installation, quality of materials, location, operation, and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators, and other miscellaneous heat-producing appliances. The California Mechanical Code is on file for public examination in the office of the Building Official.

10.36.020 Mechanical Code amendments.

The 2010 Edition of the California Mechanical Code is hereby adopted with no amendments.

SECTION VII. Sections 10.40.010 and 10.40.020 of the Montclair Municipal Code are hereby repealed and replaced in their entirety as follows:

10.40.010 Adoption.

Except as provided in this chapter, the California Plumbing Code, 2010 Edition, based on the 2009 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials (IAPMO), shall be and become the Plumbing Code of the City of Montclair, regulating erection, installation, alteration, repair, relocation, replacement, maintenance, or use of plumbing systems within the City. The California Plumbing Code will be on file for public examination in the office of the Building Official.

10.40.020 Plumbing Code amendments.

The 2010 Edition of the California Plumbing Code is adopted with no amendments.

SECTION VIII. Chapter 10.42 is hereby added to Title 10 ("Buildings and Construction") of the Montclair Municipal Code to read as follows:

**Chapter 10.42
RESIDENTIAL CODE**

Sections:

- 10.42.010 Adoption.**
- 10.42.020 Residential Code amendments.**

10.42.010 Adoption.

Except as provided in this Chapter, the California Residential Code, 2010 Edition, based on the 2009 International Residential Code, as published by the California Building Standards Commission, shall be and become the Residential Building Code of the City, regulating construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every detached one- and two-family dwelling and townhouse not more than three stories above grade in height with a separate means of egress and structures accessory thereto in the City. The California Residential Code will be on file for public examination in the office of the Building Official.

10.42.020 Residential Code amendments.

The following portions and sections of Chapter 1, Scope and Application, Division I "California Administration," and Division II "Administration" are hereby amended as follows:

1.8.3 Permits, Fees, Applications and Inspections. Section 1.8.3 is hereby deleted in its entirety.

1.8.7 Appeals Board. Section 1.8.7 is hereby deleted in its entirety.

1.8.8 Unsafe Buildings or Structures. Section 1.8.8 is hereby deleted in its entirety.

Section R105 "Permits" is hereby amended as follows:

Item 1 under "Building" is hereby deleted and replaced in its entirety as follows:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet or measures over eight (8) feet in height to the highest point of the roof.

Item 2 under "Building" is hereby deleted in its entirety.

Item 3 under "Building" is hereby deleted and replaced in its entirety as follows:

3. Retaining walls that are not over three (3) feet in height as measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.

Item 7 under "Building" is hereby deleted and replaced in its entirety as follows:

7. Prefabricated swimming pools that are capable of containing water to a depth of not more than 12 inches.

Section R109 "Inspection" is hereby adopted and amended by adding the following subsection:

R109.0.1 Workmanship. It is the intention of the City that all construction carried on under the review of the Building Division is of good quality. The Building Official shall be empowered to enforce the installation of work that is straight, level, plumb, square, etc., as the situation requires. All work shall be well fit and of a durable nature. Paint in all cases shall not be below normal standard for the use applied. The proper grading of walks, drives, and yards shall be required when being installed with the work requiring a building permit. A minimum thickness of 3½ inches for flat concrete work and 2 inches for asphalt paving shall be required. All exterior flat concrete work shall include such breaks for expansion as deemed necessary by the Building Official.

Subsection R109.1.4 "Frame and masonry inspection" is hereby amended by adding the following language:

The structure shall have lath paper completely installed at the time of framing inspection.

Subsection R109.1.5 "Other inspections" is hereby amended by adding the following language:

A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made. This Section is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of the technical codes but as controlling the practice of calling for inspections before the job is ready for such inspection or reinspection. Reinspection fees may be assessed when the inspection record card is not posted or otherwise available on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, or deviation from plans requiring the approval of the Building Official. To obtain a reinspection, the applicant shall file an application therefore in writing upon a form furnished for that purpose and pay the reinspection fee in accordance with a fee schedule adopted by this jurisdiction. In instances where reinspection fees have been assessed, additional inspection of the work will not be performed until the required fees have been paid.

SECTION IX. 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 X. Effective Date.

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

SECTION XI. 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. 10-918 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 APPROVAL OF LOT LINE ADJUSTMENT NO. 2010-3 AFFECTING TWO PARCELS LOCATED ON THE WEST SIDE OF BENSON AVENUE BETWEEN MORENO STREET AND ARROW HIGHWAY AND AUTHORIZE THE LOT LINE ADJUSTMENT BE RECORDED WITH THE SAN BERNARDINO COUNTY RECORDER

DATE: November 1, 2010

SECTION: ADMIN. REPORTS

ITEM NO.: 1

FILE I.D.: LDU155

DEPT.: PUBLIC WORKS

BUSINESS

PLAN: N/A

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

BACKGROUND: The owner of two parcels located at 9040 and 9074 Benson Avenue on the west side of Benson Avenue between Moreno Street and Arrow Highway has requested a realignment of a parcel boundary between the two parcels.

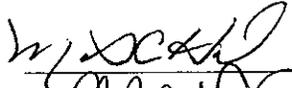
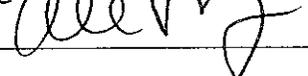
The City Council previously approved Lot Line Adjustment 2010-1 for this same property last February. It was reported at that time that the property owner, United Methodist Credit Union, would ultimately like to expand the parking for the existing building on the northerly parcel. Its more immediate concern at the time, however, was to get the necessary tenant improvements completed that would allow them to move into the building. That was accomplished; but after a review of both the existing property layout and the possible redevelopment of the southerly parcel, it was determined that a further lot line adjustment would be required.

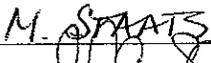
No new parcels are being created with this lot line adjustment. City staff has reviewed the proposed realignments as shown on Exhibits A and B of the lot line adjustment application and has no objection to the proposed lot line adjustment.

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

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

1. Approve Lot Line Adjustment No. 2010-3 affecting two parcels located on the west side of Benson Avenue between Moreno Street and Arrow Highway.
2. Authorize the lot line adjustment be recorded with the San Bernardino County Recorder.

Prepared by: 
Proofed by: 

Reviewed and Approved by: 
Presented by: 

RECORDING REQUESTED
BY AND MAIL TO:

CITY OF MONTCLAIR
ENGINEERING DIVISION
P. O. BOX 2308
MONTCLAIR, CA 91763

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ENGINEERING DIVISION
City of Montclair, County of San Bernardino, State of California
CERTIFICATE APPROVING LOT LINE ADJUSTMENT NO. 2010 - 3
OWNERS' CERTIFICATE

WE HEREBY CERTIFY that we are all and the only parties having any record title interest in the property as described in the attached description (Exhibit B) and we consent to the preparation and recordation of this certificate and the attached description.

By: UNITED METHODIST FCU

[Signature] 091010
RAMON NORRIS, PRESIDENT/CEO

Pursuant to Section 66412 (d) of the Government Code of the State of California, the following described property has been reviewed for a lot line adjustment by the City of Montclair, and has been approved by the City of Montclair.

Dated: _____
City Engineer - Montclair, CA

(Engineer's Stamp)

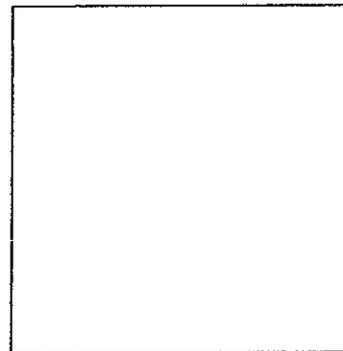
State of _____
County of _____

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

WITNESS my hand and official seal.

Signature of Notary

See attached



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On 09/10/2010 before me, Ruth Herzog, NOTARY
Date Here Insert Name and Title of the Officer

personally appeared Ramon Noperi
Name(s) of Signer(s)

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

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



WITNESS my hand and official seal.
 Signature Ruth Herzog
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Certificate Approving Lot Line Adjustment

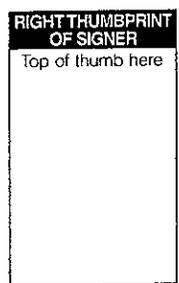
Document Date: 09/10/10 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Ramon Noperi

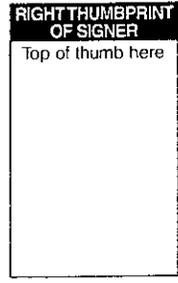
- Individual
- Corporate Officer — Title(s): CEO
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: UMFCU

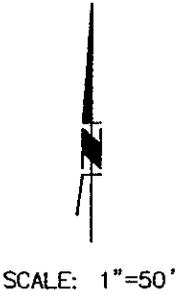
Signer's Name: _____

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



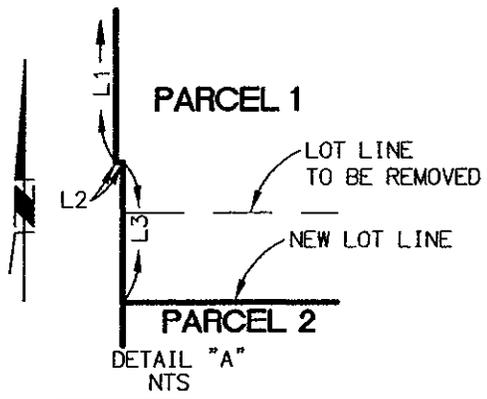
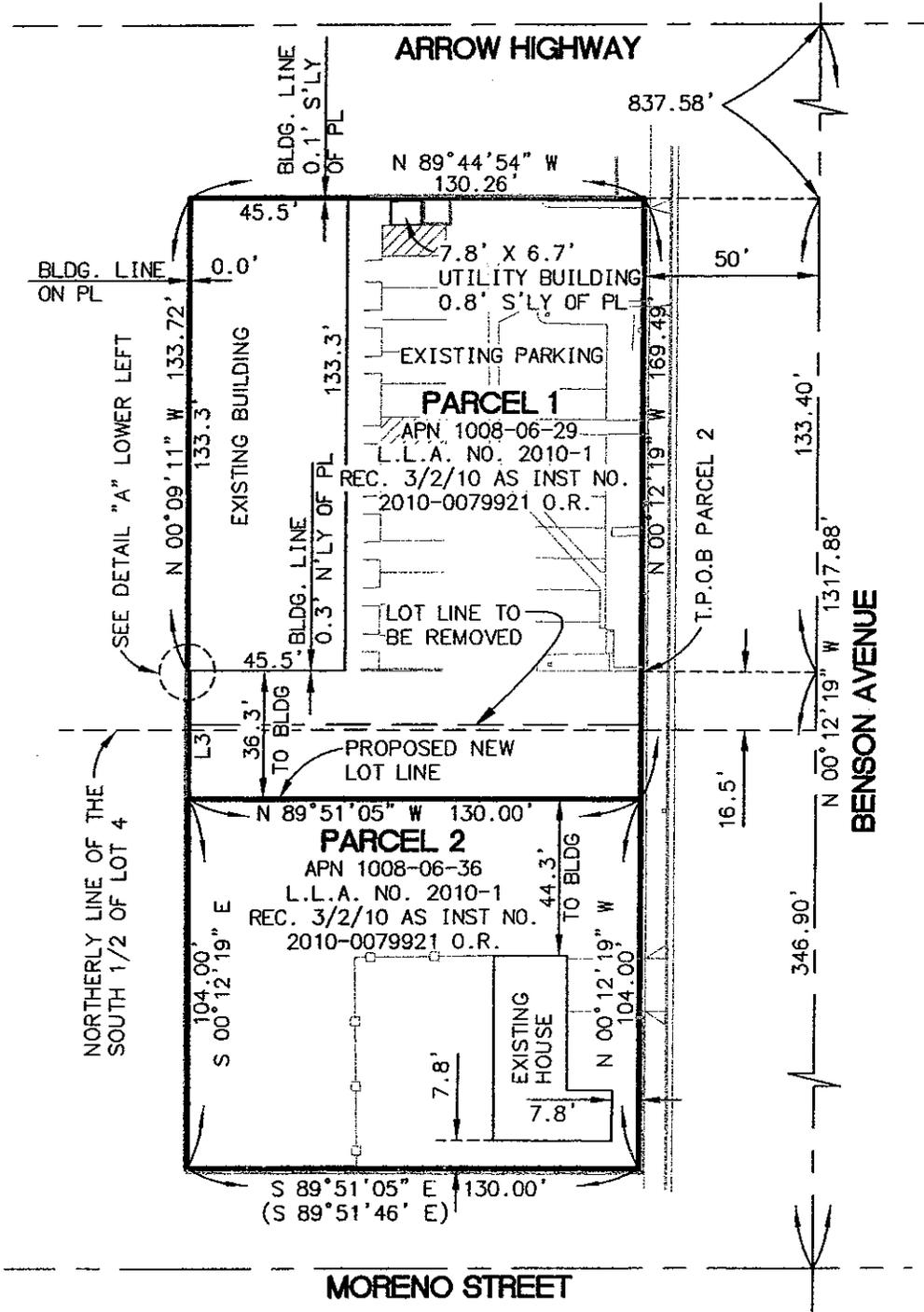
Signer Is Representing: _____

EXHIBIT A LOT LINE ADJUSTMENT



LINE TABLE		
NO.	BEARING	LENGTH
L1	N 00° 09' 11" W	133.72'
L2	N 89° 51' 05" W	0.38'
L3	N 00° 12' 19" W	36.00'

() RECORD INFORMATION PER INST. NO. 2009-0403979 O.R. & RS 121/3
 THE BEARINGS ON THIS PLAT ARE RECORD PER PARCEL MAP 14168, P.M.B. 173/5
 AND PARCEL MAP 4000, P.M.B. 37/59



PREPARED UNDER THE SUPERVISION OF:

 STEVEN R. DAWSON, PLS
 DATE: 10/26/10



EXHIBIT B

PARCEL 1: - NEW LEGAL DESCRIPTION

PARCEL 1 OF THAT CERTAIN CERTIFICATE APPROVING LOT LINE ADJUSTMENT NO. 2010-1, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, TOGETHER WITH THE NORTHERLY 21.00 FEET OF PARCEL 2 OF SAID CERTAIN CERTIFICATE APPROVING LOT LINE ADJUSTMENT, RECORDED MARCH 2, 2010 AS INSTRUMENT NO. 2010-0079921 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

TOGETHER WITH THE NORTHERLY 36.00 FEET OF THAT PORTION OF LOT 4 OF SYCAMORE WATER DEVELOPMENT COMPANY ADDITION TO ONTARIO, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 24 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

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

CONTAINING: 22,091 SQUARE FEET MORE OR LESS

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

DESCRIPTION PREPARED WAS PREPARED BY ME OR UNDER MY DIRECTION.



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

DATE: 10/26/10



EXHIBIT B

PARCEL 2: - NEW LEGAL DESCRIPTION

PARCEL 2 OF THAT CERTAIN CERTIFICATE APPROVING LOT LINE ADJUSTMENT NO. 2010-1, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, RECORDED MARCH 2, 2010 AS INSTRUMENT NO. 2010-0079921 OF OFFICIAL RECORDS. EXCEPTING THEREFROM THE NORTHERLY 21.00 FEET. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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

EXCEPTING THEREFROM THE NORTHERLY 36.00 FEET.

CONTAINING: 13,520 SQUARE FEET MORE OR LESS

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

DESCRIPTION PREPARED WAS PREPARED BY ME OR UNDER MY DIRECTION.

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

DATE: 10/26/10



AGENDA REPORT

SUBJECT: CONSIDER REDEVELOPMENT AGENCY
BOARD OF DIRECTORS' AUTHORIZATION
TO ADVERTISE FOR BID PROPOSALS FOR
THE 9916 CENTRAL AVENUE LANDSCAPE
IMPROVEMENT PROJECT

DATE: November 1, 2010

SECTION: ADMIN. REPORTS

ITEM NO.: 2

FILE I.D.: RDA685

**BUSINESS
PLAN:** N/A

DEPT.: REDEVELOPMENT

REASON FOR CONSIDERATION: Advertising for bid proposals for the 9916 Central Avenue Landscape Improvement Project is subject to Redevelopment Agency Board of Directors' approval.

BACKGROUND: The City of Montclair Redevelopment Agency Fiscal Year 2010-11 Budget includes funding for landscape improvements for the Redevelopment Agency-owned single-family residence at 9916 Central Avenue (former Neighborhood Partnership Housing Services Administrative offices). The landscape and some concrete flat work would complete the rehabilitation of the property. Earlier interior and exterior improvements included painting, flooring, bathroom improvements for ADA compliance, lighting, and new wood fencing.

It is anticipated that the property would be used by the Human Services Division to carry out certain community-oriented programs.

The landscape improvements to the single-family residence would include enhancement to the existing xeriscape landscape by adding several California native, drought-tolerant plants, hardscape improvements, and the installation of a new 'Smart Line' irrigation system that would adjust the water usage according to the local weather data it collects. Proposed improvements also include the addition of a cedar wood fence.

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

RECOMMENDATION: Staff recommends the City of Montclair Redevelopment Agency Board of Directors authorize staff to advertise for bid proposals for the 9916 Central Avenue Landscape Improvement Project.

Prepared by: Laboria Preciado Reviewed and Approved by: M. STRATS
Proofed by: Christine P. Caldwell Presented by: [Signature]

AGENDA REPORT

SUBJECT: CONSIDER "NO ACTION" ON ALCOHOLIC BEVERAGE PERMIT APPLICATION - TOKYO JAPANESE MARKET

DATE: November 1, 2010

SECTION: ADMIN. REPORTS

ITEM NO.: 3

BUSINESS PLAN: N/A

FILE I.D.: FLP025

DEPT.: ADMIN. SVCS.

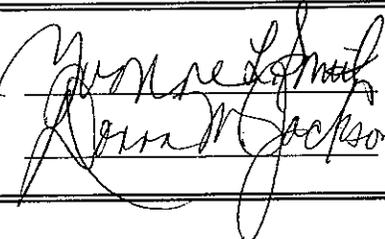
REASON FOR CONSIDERATION: Applications for Alcoholic Beverage Licenses are routinely presented to the City Council for review.

BACKGROUND: Primawan has applied for an "On-Sale Beer and Wine" license for Tokyo Japanese Market, 9513 Central Avenue, Suites B and C, Montclair, California.

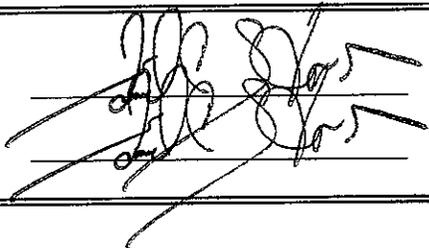
FISCAL IMPACT: No fiscal impact

RECOMMENDATION: Staff recommends the City Council take "No action" on the California Department of Alcoholic Beverage Control Application for Alcoholic Beverage License(s) for Tokyo Japanese Market, 9513 Central Avenue, Suites B and C, Montclair, California.

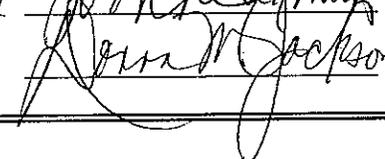
Prepared by:



Reviewed and Approved by:



Proofed by:



Presented by:



AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER
AND PAYROLL DOCUMENTATION

DATE: November 1, 2010

SECTION: ADMIN. REPORTS

ITEM NO.: 4

FILE I.D.: FIN540

BUSINESS

PLAN: N/A

DEPT.: ADMIN. SVCS.

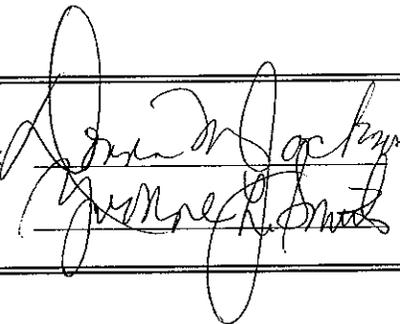
REASON FOR CONSIDERATION: The City Council is requested to consider approval of the Warrant Register and Payroll Documentation.

BACKGROUND: Mayor Pro Tem Dutrey has examined the Warrant Register dated November 1, 2010, and Payroll Documentation dated August 29, 2010, finds them to be in order and recommends their approval.

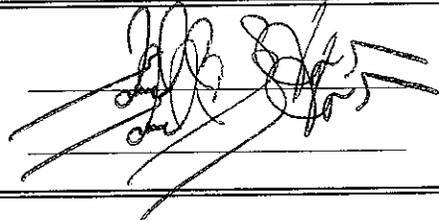
FISCAL IMPACT: The Warrant Register dated November 1, 2010, totals \$3,568,988.85. The Payroll Documentation dated August 29, 2010, totals \$577,955.90, with \$447,817.78 being the total cash disbursement.

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

Prepared by:



Reviewed and
Approved by:



Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF COOPERATIVE AGREEMENT NO. 10-114 BETWEEN THE CITIES OF MONTCLAIR AND ONTARIO AND THE ONTARIO-MONTCLAIR SCHOOL DISTRICT FOR CROSSING GUARD SERVICES AT BENSON AVENUE AND SAN BERNARDINO/4TH STREET

CONSIDER AUTHORIZING CITY MANAGER TO SIGN COOPERATIVE AGREEMENT NO. 10-114

DATE: November 1, 2010
SECTION: AGREEMENTS
ITEM NO.: 1
FILE I.D.: SCH500
DEPT.: PUBLIC WORKS

BUSINESS PLAN: N/A

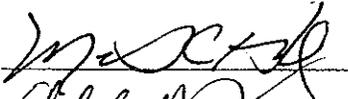
REASON FOR CONSIDERATION: A request has been made for crossing guard services at the intersection of Benson Avenue and San Bernardino/4th Street for Buena Vista Arts-integrated Magnet School. A Cooperative Agreement with the City of Ontario and the Ontario-Montclair School District is proposed to fund the cost of the crossing guard. Agreements with the City require City Council approval. A copy of proposed Cooperative Agreement No. 10-114 is attached for the City Council's review and consideration.

BACKGROUND: In response to an Ontario resident's request for a crossing guard at Buena Vista Arts-integrated Magnet School, City of Ontario staff has proposed a Cooperative Agreement between the cities of Montclair and Ontario and the Ontario-Montclair School District to jointly fund the crossing guard. The crossing guard would be located at the intersection of Benson Avenue and San Bernardino/4th Street. The City boundary between Ontario and Montclair is along the centerline of Benson Avenue.

Although the school in question is located in the City of Montclair, most of the students crossing either Benson Avenue or San Bernardino/4th Street reside in the City of Ontario. Typically, if the school is located in Montclair but the students are coming from Ontario, Ontario would fund the crossing guard. For this location, Ontario has proposed splitting the cost of a crossing guard between both cities and the School District.

Ontario will be the lead agency or responsible party as defined in proposed Agreement No. 10-114 and proposes using All Cities Management, Inc., to furnish the crossing guard. All Cities Management, Inc., is the same company used by Montclair for crossing guard services.

The proposed Agreement has no termination date but does allow any party to opt out of the Agreement by giving a 60-day notice to the other parties. The Agreement would terminate at the end of the school year in which the termination notice is submitted.

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

FISCAL IMPACT: Ontario staff estimates the cost of a crossing guard at this location would be approximately \$10,000 per year. The proposed Cooperative Agreement makes each party to the Agreement responsible for one third of the cost. For budgeting purposes, \$3,500 per year is recommended. Semiannual invoicing would be done by Ontario in June and December of each year.

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

1. Approve Cooperative Agreement No. 10-114 between the cities of Montclair and Ontario and the Ontario-Montclair School District for crossing guard services at Benson Avenue and San Bernardino/4th Street.
2. Authorize the City Manager to sign Cooperative Agreement No. 10-114.

COOPERATIVE AGREEMENT NO. 10-114

BETWEEN

THE CITY OF ONTARIO,

THE CITY OF MONTCLAIR,

AND THE ONTARIO-MONTCLAIR SCHOOL DISTRICT

FOR ADULT CROSSING GUARD SERVICES

THIS AGREEMENT is made and entered into on this ____ day of _____, 2010, by and between the City of Ontario (hereinafter referred to as "ONTARIO"), the City of Montclair (hereinafter referred to as "MONTCLAIR"), and the Ontario-Montclair School District (hereinafter referred to as "DISTRICT"). ONTARIO, MONTCLAIR and DISTRICT are hereinafter sometimes referred to individually as "PARTY" or collectively as "PARTIES."

WITNESSETH

WHEREAS, the DISTRICT is responsible for public school facilities whose boundaries extend into both ONTARIO and MONTCLAIR; and

WHEREAS, the placement of adult crossing guards to assist school-aged pedestrians (hereinafter referred to as "SERVICES") may be required at locations that lie on the boundary between ONTARIO and MONTCLAIR; and

WHEREAS, the PARTIES have expressed a willingness to share equally in the costs of furnishing SERVICES at one such boundary location: Benson Avenue at Fourth Street/San Bernardino Avenue, as identified in Exhibit "A."

NOW, THEREFORE, PARTIES agree to the following:

1. This AGREEMENT shall apply to the costs associated with providing SERVICES at the location listed in Exhibit "A," attached hereto and incorporated herein by this reference.
2. One of the PARTIES to this AGREEMENT, as identified in Exhibit "A", shall be responsible for providing the SERVICES (the "RESPONSIBLE PARTY") subject to reimbursement from the other PARTIES as identified in the AGREEMENT and pursuant to the cost share splits specified in Exhibit "A".
3. The RESPONSIBLE PARTY may utilize an outside contractor to furnish said SERVICES, at the RESPONSIBLE PARTY'S sole discretion. Any and all

individuals assigned to provide SERVICES shall pass a stringent screening process or background check, agreed to by the PARTIES hereto, to ensure the safety of the pedestrian population subject to the SERVICES.

4. The RESPONSIBLE PARTY shall invoice for actual costs of SERVICES and said total shall be invoiced to the other PARTIES pursuant to the cost share splits specified in Exhibit "A." Invoices shall be provided twice per school year, once in December and once in June for the school year during which SERVICES are provided. The invoiced PARTIES shall remit payment within thirty (30) days of receipt of invoice.
5. Where the SERVICES are provided by a contractor, said contractor shall furnish a Certificate of Insurance naming ONTARIO, MONTCLAIR, and the DISTRICT as additional insureds in an amount specified and mutually agreed upon by the PARTIES at the time said contractor is engaged for SERVICES.
6. The Exhibit "A" of this AGREEMENT may be revised from time to time as needed upon written approval of ONTARIO, MONTCLAIR, and the DISTRICT. The approved revised Exhibit "A" shall become a part of this AGREEMENT and shall supersede and cancel all previous exhibits. This AGREEMENT will establish a financial responsibility for the SERVICES at the designated location as specified in Exhibit "A." This AGREEMENT shall in no way establish intent to obligate the PARTIES for such SERVICES at any future locations.
7. This AGREEMENT may be terminated by any PARTY hereto by providing sixty (60) days advanced written notice to all PARTIES of intent to terminate. Said termination shall only be effective at the conclusion of the school year during which SERVICES are being provided.
8. Upon termination of this AGREEMENT by any PARTY, the SERVICES shall cease to be provided at the conclusion of the school year during which notice of intent to terminate is provided.
9. This AGREEMENT may be executed in counterpart originals, each of which is deemed to be an original.

IT IS MUTUALLY AGREED AND UNDERSTOOD:

1. ONTARIO, MONTCLAIR and DISTRICT shall mutually defend, indemnify and hold the other PARTIES and their directors, officials, elected officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying PARTY or its directors, officials, elected

officials, officers, employees, volunteers and agents in connection with the performance of the SERVICES or this AGREEMENT, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses.

CITY OF ONTARIO

Date: _____

By: _____
Chris Hughes
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

BEST, BEST AND KRIEGER

By: _____
City Attorney

CITY OF MONTCLAIR

Date: _____

By: _____
Ed Starr
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:
ROBBINS AND HOLDAWAY

By: _____
City Attorney

ONTARIO MONTCLAIR SCHOOL DISTRICT

Date: _____

By: _____
James Hammond
Superintendent

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____
District's Counsel

EXHIBIT "A"

Cooperative AGREEMENT No. 10-114

for

Adult Crossing Guard Services

Responsible PARTY: City of Ontario

Cost Share Splits (percent):

Location	City of Ontario	City of Montclair	Ontario-Montclair School District
Benson Avenue at Fourth Street/San Bernardino Avenue	33.333%	33.333%	33.333%

AGENDA REPORT

SUBJECT: CONSIDER AWARD OF CONTRACT TO ALCORN FENCE COMPANY, IN THE AMOUNT OF \$29,635	DATE: November 1, 2010
CONSIDER APPROVAL OF AGREEMENT NO. 10-116 WITH ALCORN FENCE COMPANY FOR THE MONTERA ELEMENTARY SCHOOL SOCCER FIELD NETTING PROJECT	SECTION: AGREEMENTS
CONSIDER AUTHORIZATION OF A \$5,000 CONSTRUCTION CONTINGENCY	ITEM NO.: 2
	FILE I.D.: PRK375
	DEPT.: PUBLIC WORKS

BUSINESS PLAN: STRATEGIC PRIORITY NO. 3

REASON FOR CONSIDERATION: Awards of contracts and agreements with the City require City Council approval. A copy of proposed Agreement No. 10-116 is attached for the City Council's review and consideration.

Approval of Agreement No. 10-116 would satisfy a portion of Strategic Priority No. 3, Goal 3, as contained in Montclair's "Business Plan."

BACKGROUND: The City Council, at its meeting of September 20, 2010, authorized staff to advertise for bids for the Montera Elementary School Soccer Field Netting Project. This project is the second phase of improvements taking place at Montera Elementary School.

The first phase of improvements, which included soccer goal posts, concrete sidewalks, fencing, and a drinking fountain, was completed in June 2010. This phase of work is a direct result of complaints received from an adjacent property owner to the new fields. This project is intended to eliminate soccer balls from entering the residential backyards to the north of the soccer fields.

On Thursday, October 14, 2010, the City Clerk received and opened five bid proposals for the construction of the Montera Elementary School Soccer Field Netting Project. The bid results are as follows:

<i>Contractor</i>	<i>Bid Amount</i>
Alcorn Fence Company	\$29,635.00
Engineer's Estimate	\$30,000.00
C.S. Legacy Construction, Inc.	\$38,422.00
Newtech Engineering & Const., Inc.	\$39,500.00
Vido Samarzich, Inc.	\$67,778.00
ATOM, Inc.	\$72,428.00

Prepared by: <u>Muscio</u>	Reviewed and Approved by: <u>M. STANTIS</u>
Proofed by: <u>Alle Mj</u>	Presented by: <u>[Signature]</u>

Following the bid opening, all bid proposals were reviewed for completeness and accuracy. Alcorn Fence Company provided all the required documents and was deemed to be the lowest, responsible, responsive bidder for the project.

Alcorn Fence Company has not previously done work for the City of Montclair. Based on similar types of past projects, Alcorn Fence Company has been known to have the personnel, equipment, and job experience necessary to complete this contract in accordance with the plans and specifications.

FISCAL IMPACT: The project is entirely funded by the Park Development Fund.

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

1. Award a contract to Alcorn Fence Company in the amount of \$29,635.
2. Approve Agreement No. 10-116 with Alcorn Fence Company for the Montera Elementary School Soccer Field Netting Project.
3. Authorize a \$5,000 construction contingency.

AGREEMENT NO. 10-116

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

I. Recitals.

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

MONTERA ELEMENTARY SCHOOL SOCCER FIELD NETTING PROJECT

"PROJECT" hereinafter.

II. Resolution.

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

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

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

C. TERMS OF CONTRACT. The CONTRACTOR agrees to execute the contract within ten (10) calendar days from the date of notice of award of the contract

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

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

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

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

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

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

- (a) Public Liability - Bodily Injury (not auto) \$1,000,000 each person; \$2,000,000 each accident.
- (b) Public Liability - Property Damage (not auto) \$500,000 each accident; \$1,000,000 aggregate.
- (c) Contractor's Protective - Bodily Injury \$1,000,000 each person; \$2,000,000 each accident.
- (d) Contractor's Protective - Property Damage \$500,000 each accident; \$1,000,000 aggregate.
- (e) Automobile - Bodily Injury \$1,000,000 each person; \$2,000,000 each accident.

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

3. The policy of insurance provided for in subparagraph 1 shall contain an endorsement which:

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

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

4. Each such policy of insurance provided for in paragraph 2 shall:

(a) Be issued by an insurance company approved in writing by CITY, which is qualified to do business in the State of California.

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

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

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

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

(e) Otherwise be in form satisfactory to CITY.

5. The CONTRACTOR shall at the time of the execution of the contract present the original policies of insurance required in paragraphs 1 and 2, hereof, or present an endorsement of the insurance company, showing the issuance of such insurance, and the additional insureds and other provisions required herein.

E. CONTRACTOR'S LIABILITY. The City of Montclair and its respective officers, agents and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the project or any part thereof, or for any of the materials or other things used or employed in performing the project; or for

injury or damage to any person or persons, either workmen, employees of the CONTRACTOR or his subcontractors or the public, whatsoever arising out of or in connection with the performance of the project. The CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY during the progress of the project or at any time before its completion and final acceptance.

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

1. The CONTRACTOR will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.

2. The CONTRACTOR will promptly pay any judgment or award rendered against the CONTRACTOR or CITY covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the CONTRACTOR hereunder or reasonable settlement in lieu of judgment or award, and the CONTRACTOR agrees to save and hold the CITY harmless therefrom.

3. In the event CITY is made a party to any action or proceeding filed or prosecuted against the CONTRACTOR for damages or other claims arising out of or in connection with the project, operation, or activities of the CONTRACTOR hereunder, the CONTRACTOR agrees to pay to CITY any and all costs and expenses incurred by CITY in such action or proceeding together with reasonable attorneys' fees.

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

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

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

H. CONTRACT PRICE AND PAYMENT. CITY shall pay to the CONTRACTOR for furnishing the material and doing the prescribed work the unit prices set forth in accordance with CONTRACTOR's Proposal dated **October 11, 2010.**

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

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

CITY:

CITY OF MONTCLAIR, CALIFORNIA

By _____
Paul M. Eaton, Mayor

Dated _____

ATTEST:

By _____
Donna M. Jackson, City Clerk

Dated _____

CONTRACTOR:

Alcorn Fence Company

9901 Glenoaks Blvd.

Sun Valley, CA. 91352

By _____
(Title)

By _____
(Title)

By _____
(Title)

AGENDA REPORT

SUBJECT:	CONSIDER REDEVELOPMENT AGENCY BOARD OF DIRECTORS' APPROVAL OF REHABILITATION GRANT AGREEMENT NOS. 10-117 THROUGH 10-120 BY AND BETWEEN THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY AND FOUR EXTERIOR HOUSING IMPROVEMENT PROGRAM PARTICIPANTS	DATE:	November 1, 2010
		SECTION:	AGREEMENTS
		ITEM NO.:	3
		FILE I.D.:	RDA720
BUSINESS PLAN:	N/A	DEPT.:	REDEVELOPMENT

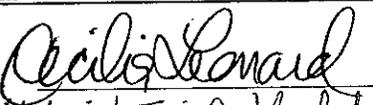
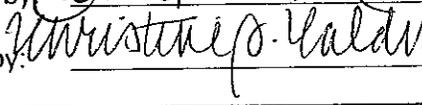
REASON FOR CONSIDERATION: The Redevelopment Agency Board of Directors is requested to consider approval of Rehabilitation Grant Agreement Nos. 10-117 through 10-120 by and between the City of Montclair Redevelopment Agency and four new participants in the Exterior Housing Improvement Program (EHIP). Information on the proposed EHIP participants is contained on Exhibit A to the agenda report.

Proposed Agreement Nos. 10-117 through 10-120 are attached for the Redevelopment Agency Board's review and consideration.

BACKGROUND: Traditionally, EHIP was designed to provide exterior improvement rehabilitation grants of up to \$7,000 for owner-occupied residences and \$3,000 for nonowner-occupied single-family residences. The newly developed pilot program offers exterior improvement rehabilitation grants of up to \$10,000 for owner-occupied single-family residences. The additional moneys would allow the Agency to provide enhanced landscape plantings and incorporate hardscape for installation of a 100 percent drought-tolerant design. It should be noted that both grant options include exterior painting of properties. Participants of the \$10,000 grant option would be required to complete a landscape class taught by staff from the Chino Basin Water Conservation District and approved by agency staff. The \$10,000 grant option would include extending the Covenants, Conditions, and Restrictions (CC&Rs) from five years to seven years and would also incorporate a forgivable loan provision for the \$3,000 additional funding. The amount of loan repayment would decline by one seventh, or approximately \$429, per year for each year that the property is maintained.

The pilot EHIP was reviewed by the Agency Board on September 8, 2009; and certain recommendations were approved, one of them being a choice of two different landscape options. One option involves the use of turf combined with drought-tolerant plantings; the other, strictly the use of drought-tolerant plantings.

Other significant improvements incorporated in both grant options include installation of a rain sensor; use of only warm-season versus cool-season turf; and to discontinue installing EHIP landscaping during July, August, and September. These improvements were

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

were recommended while addressing the urgency of water-conservation efforts and the guidelines for mandatory water conservation required by Monte Vista Water District.

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

RECOMMENDATION: Agency staff recommends the Redevelopment Agency Board of Directors approve Rehabilitation Grant Agreement Nos. 10-117 through 10-120 by and between the City of Montclair Redevelopment Agency and four Exterior Housing Improvement Program participants.

EXHIBIT A

Agreement Nos. 10-117 through 10-120

<i>Agreement Number</i>	<i>Applicant Name and Address</i>	<i>Option of Grant</i>
10-117	Hector and Martha Logrono 5371 Alamitos Street	\$ 7,000 Exhibit B
10-118	Luis and Ana Brito 9950 Bel Air Avenue	\$ 7,000 Exhibit C
10-119	Lee an Linda Stattler 10266 Coalinga Avenue	\$ 7,000 Exhibit D
10-120	James and Gloria David 9865 Galena Avenue	\$10,000 Exhibit E

Exhibit B

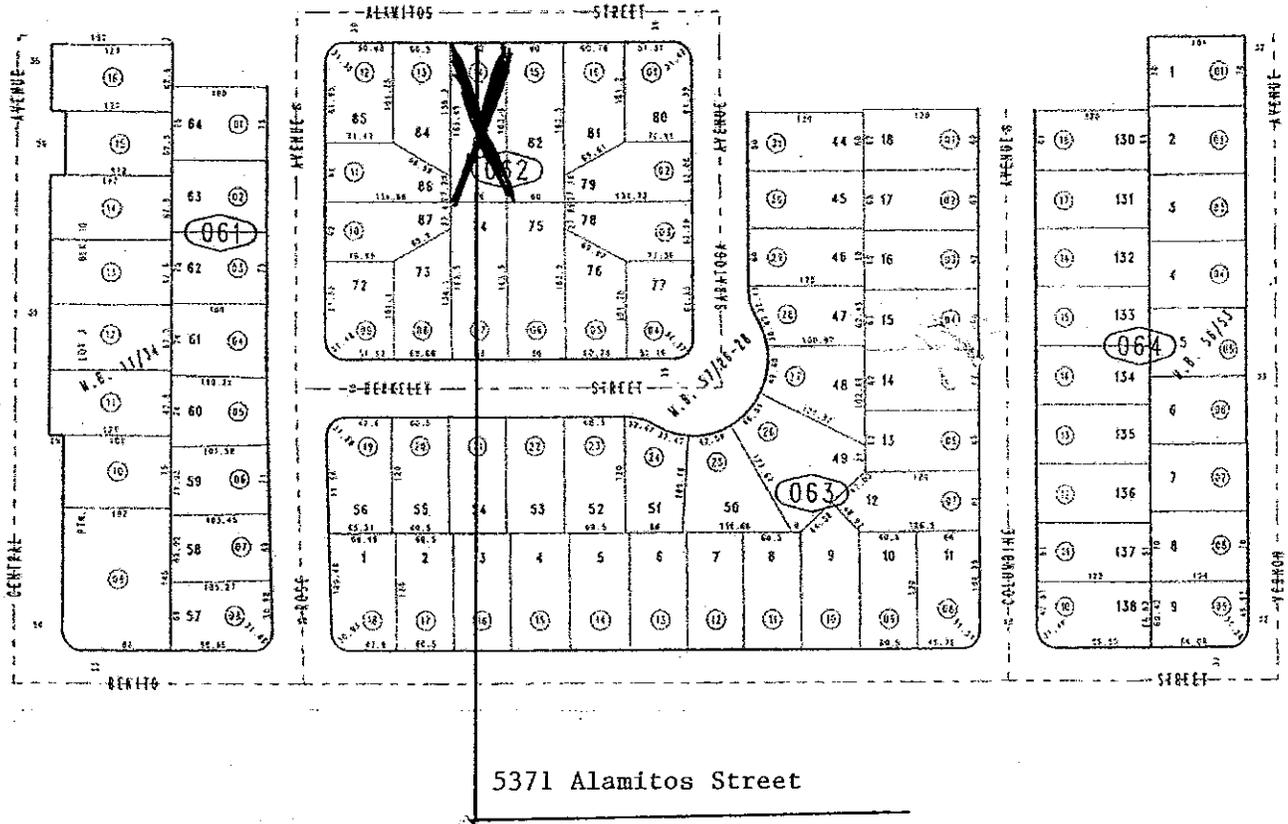
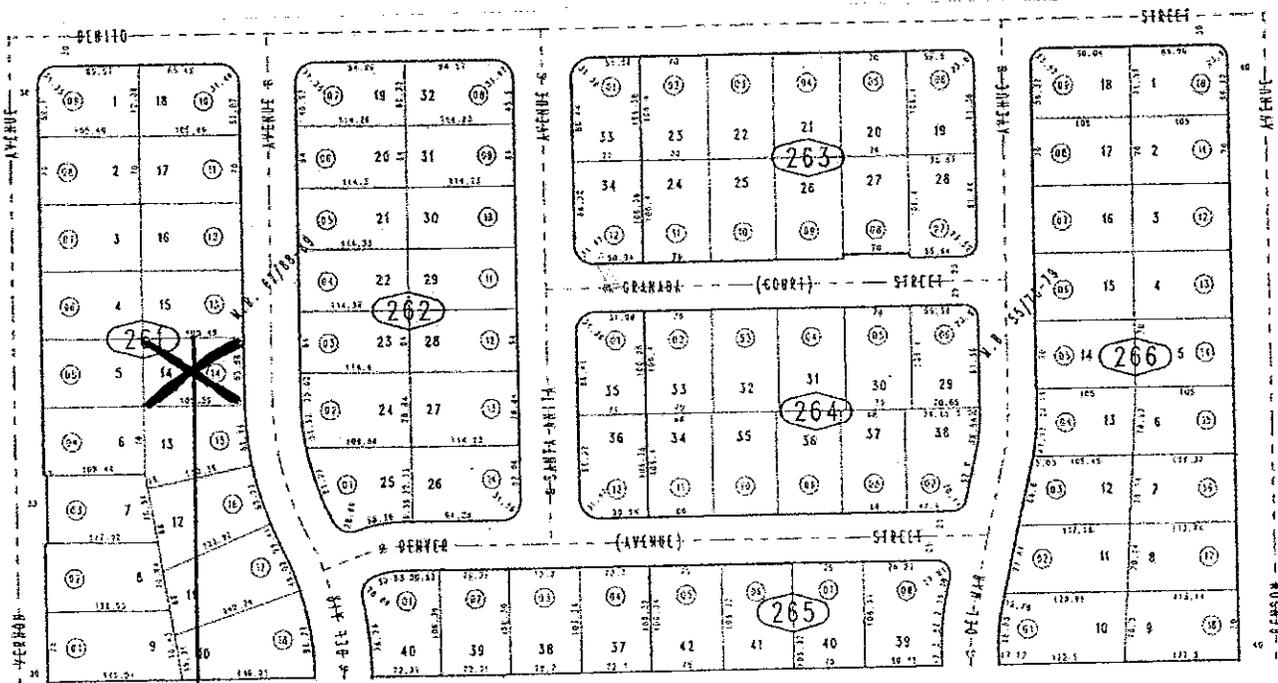
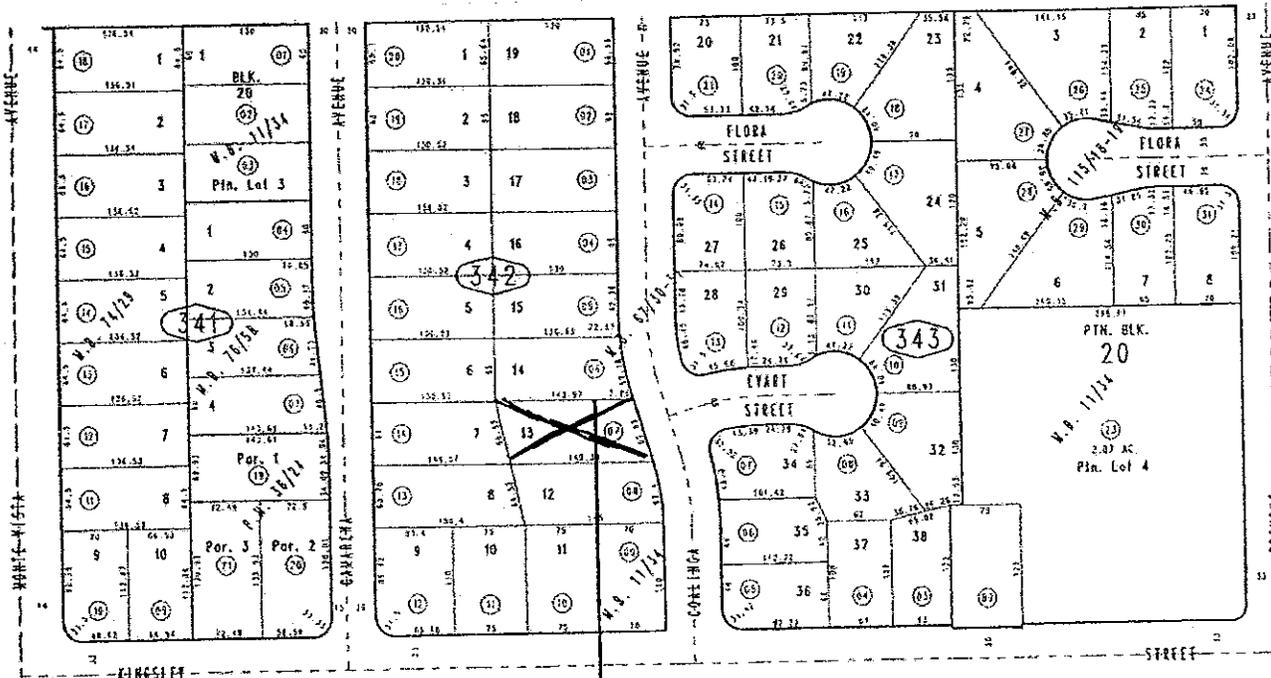


Exhibit C



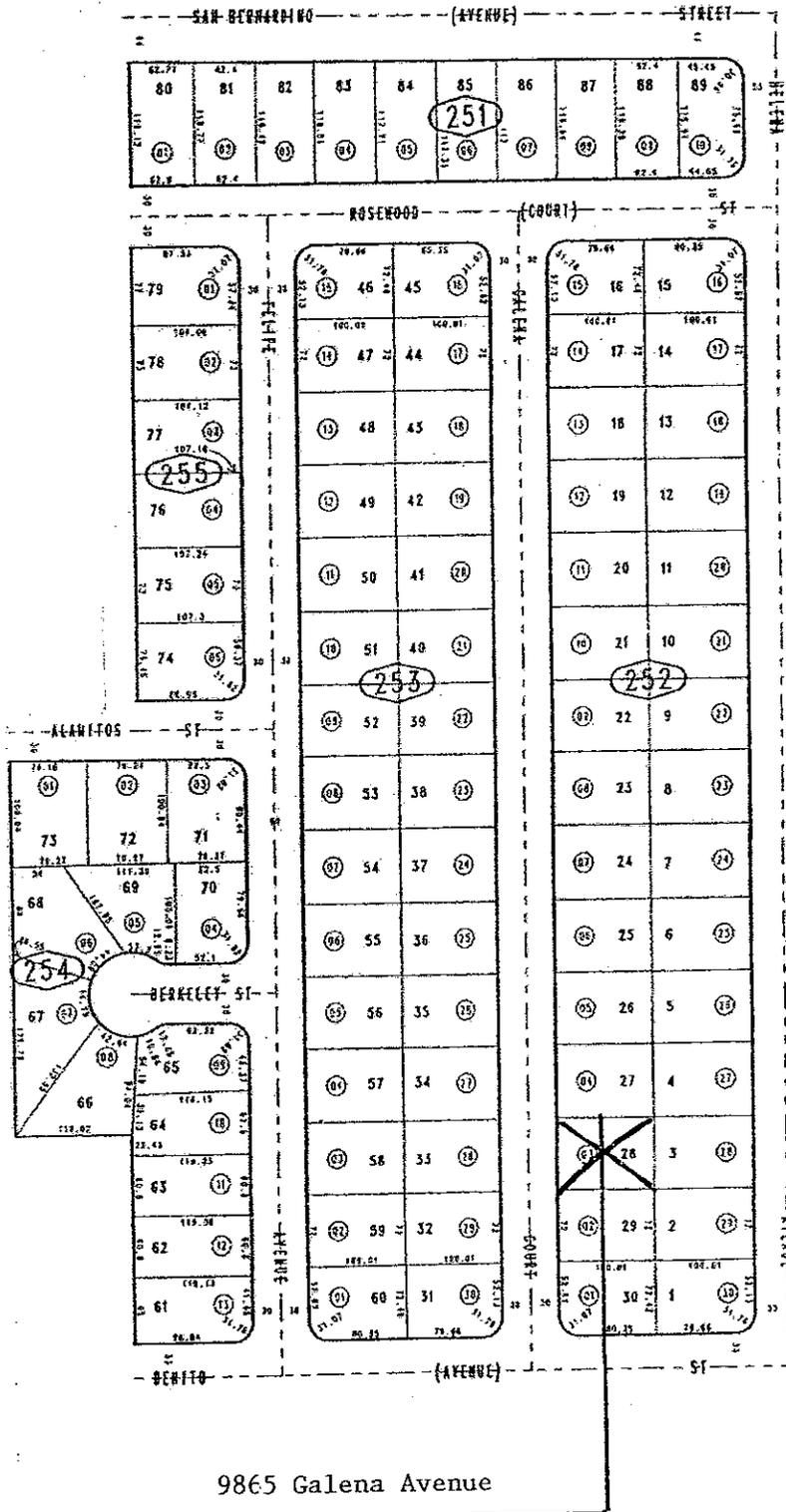
9950 Bel Air Avenue

Exhibit D



10266 Coalinga Avenue

Exhibit E



9865 Galena Avenue

AGENDA REPORT

SUBJECT: CONSIDER CITY COUNCIL'S APPROVAL OF AGREEMENT NO. 10-121, A PURCHASE AND SALE AGREEMENT WITH BASIN VENTURES-LA, INC., FOR PROPERTY LOCATED ON THE SOUTH SIDE OF BROOKS STREET EAST OF MONTE VISTA AVENUE IN THE CITY OF MONTCLAIR

DATE: November 1, 2010

SECTION: AGREEMENTS (JT)

ITEM NO.: 4

FILE I.D.: STA110

DEPT.: PUBLIC WORKS/RDA

CONSIDER CITY COUNCIL'S AUTHORIZATION FOR CITY MANAGER STARR TO SIGN AGREEMENT NO. 10-121

CONSIDER REDEVELOPMENT AGENCY BOARD OF DIRECTORS' AUTHORIZATION OF A \$4,650 REIMBURSEMENT TO THE CITY FOR COSTS ASSOCIATED WITH AGREEMENT NO. 10-121

BUSINESS

PLAN: STRATEGIC PRIORITY NO. 6

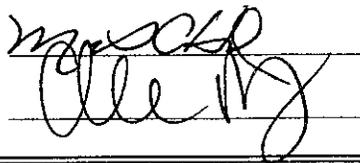
REASON FOR CONSIDERATION: As part of ongoing efforts to secure right-of-way for the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project, an offer has been made to convert an easement for drainage purposes to fee title over certain real property in the City of Montclair. Purchase and Sale Agreements involving the City must be approved by the City Council. The Redevelopment Agency Board of Directors has been requested to reimburse the City for costs related to Agreement No. 10-121. A copy of proposed Purchase and Sale Agreement No. 10-121 is attached for the City Council's review and consideration.

Approval of Agreement No. 10-121 would satisfy a portion of Strategic Priority No. 6 as contained in Montclair's "Business Plan."

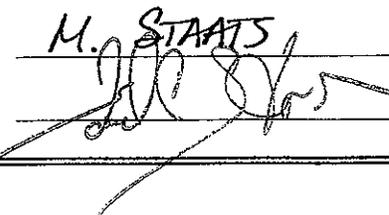
BACKGROUND: With the passage of the Traffic Congestion Relief Act of 2000 and the resulting Traffic Congestion Relief Program (TCRP), funding was made available for the construction of grade separations between streets and railroad tracks in several areas of the state. The Act provided \$95 million for grade separations in San Bernardino County including one between Monte Vista Avenue and the Union Pacific Railroad tracks. A consultant was hired by the City to assist with the environmental clearance, design, and right-of-way acquisition. The grade separation project requires the acquisition of several parcels, either in whole or in part.

It was reported to the City Council in Closed Session on September 7, 2010, that right-of-way appraisals had been completed for all remaining property acquisitions required for the grade separation project. Staff requested and received authorization to make an offer

Prepared by:



Reviewed and
Approved by:

M. STAATS


Proofed by:

Presented by:

on one of the three remaining acquisitions, a portion of a property owned by Basin Ventures–LA, Inc. The property is located at 5011 Brooks Street on the south side of Brooks Street east of Monte Vista Avenue. The westerly five feet of this property is currently encumbered with a five-foot wide drainage easement in favor of the City. The intent of the acquisition is to convert the easement to fee ownership. When combined with some additional acquisition involving a property to the west, sufficient property would be available to construct a driveway to serve 10635 Monte Vista Avenue. This property would otherwise be landlocked with the construction of the grade separation project.

FISCAL IMPACT: The appraised value of the subject property was determined to be \$4,650. An offer for this amount was made to and accepted by Basin Venture–LA, Inc. As the City Council and Redevelopment Agency Board of Directors may recall, TCRP funds were previously used for right-of-way acquisition for the Monte Vista Avenue Grade Separation Project. These funds have been exhausted. San Bernardino Associated Governments (SANBAG) was willing to authorize the use of federal funds for the remaining acquisitions; but since the project did not have federal environmental clearance, these funds could not be accessed. SANBAG then offered federal funds for the Mission Boulevard Improvement Project, which did have federal environmental clearance, if the Redevelopment Agency funds previously slated for Mission Boulevard could be moved to the Monte Vista Avenue project instead.

RECOMMENDATION: Staff recommends the following actions be taken:

1. The City Council approve Agreement No. 10-121, a Purchase and Sale Agreement with Basin Ventures–LA, Inc., for property located on the south side of Brooks Street east of Monte Vista Avenue in the City of Montclair.
2. The City Council authorize City Manager Starr to sign Agreement No. 10-121.
3. The Redevelopment Agency authorize a \$4,650 reimbursement to the City for costs associated with Agreement No. 10-121.

APN: 1011-012-08
TITLE REPORT NO: 140-849274-32
PROJECT: Monte Vista Avenue @ Union Pacific Railroad – Grade Separation Project

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT is entered into this ____ day of _____, 2010 by and between the City of Montclair (hereinafter called "Buyer"), and the undersigned Basin Ventures-LA, Inc. (hereinafter called "Seller") for the acquisition by Buyer of certain real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement (hereinafter called "Agreement"), all that certain real property (hereinafter called "Property") situated in the City of Montclair, County of San Bernardino, State of California, and legally described as follows:

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

- 2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of

**Four Thousand Six Hundred Fifty Dollars
(\$4,650.00)**

- 3. CONVEYANCE OF TITLE. Seller agrees to convey by Grant Deed to Buyer fee simple title to the Property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:
 - a. Current year taxes, which shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of this transaction.
 - b. Public Utility, quasi-public utility, public alley, public street easements, and rights of way of record.
 - c. Item number 5 in the preliminary title report issued by Orange Coast Title Company dated July 26, 2010.
- 4. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of deed to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of \$4,650.00 issued by Orange Coast Title Company, showing the title to the property vested in Buyer, subject only to the exceptions set forth in Paragraph 3 of this Agreement and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.
- 5. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at an escrow company of Buyer's choice. This Agreement constitutes the joint escrow instructions of the Buyer and Seller, and Escrow Agent to whom these instructions are

delivered is hereby empowered to act under this Agreement. The parties hereto agree to perform all acts reasonably necessary to close this escrow in the shortest possible time.

Seller shall execute and deliver said deed(s) as referenced in Paragraph 3, above, to Escrow Agent concurrently with this Agreement, or as soon as possible thereafter when said deeds are available. After the opening of escrow, Buyer will deposit an executed Certificate of Acceptance with Escrow Agent. Buyer agrees to deposit the purchase price upon demand of Escrow Agent. Buyer and Seller agree to deposit with Escrow Agent any additional instruments as may be reasonably necessary to complete this transaction.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

6. ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- a. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Paragraph 3 of this Agreement;
- b. Pay and deduct from the amount shown in Paragraph 2 above, any amount necessary to satisfy any delinquent taxes, together with penalties and interest thereon, and/or delinquent or non-delinquent assessments or bonds except those which title is to be taken subject to in accordance with the terms of this Agreement;
- c. Pay and deduct from the amounts payable to Seller under Paragraph 2 of this Agreement, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with terms and conditions of said trust deed(s) or mortgage(s) including late charges, if any, except penalty (if any), for payment in full in advance of maturity, shall, upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder;
- d. Pay and charge Buyer for all recording fees incurred in this transaction including payment of reconveyance fees and forwarding fees for partial or full reconveyances of deeds of trust or release or mortgage by Buyer;
- e. Pay and charge Buyer for any escrow fees, charges, and costs payable under Paragraph 7 of this Agreement;
- f. Disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.
8. FULL AND COMPLETE SETTLEMENT. Seller hereby acknowledges that the compensation paid to Seller through this Agreement constitutes the full and complete settlement of any and all claims against Buyer, by reason of Buyer's acquisition of the Property, specifically including, but not limited to, any and all damage to Seller's remainder property by reason of the acquisition of the Subject Property or the installation of the improvement project in the manner proposed, the value of all improvements pertaining to the realty, leasehold improvements, any and all claims of rental or leasehold value and loss of business goodwill (excluding relocation benefits, if any), and any and all claims for inverse condemnation or for precondemnation damages, and any and all other claims that Seller may have, whether or not specifically mentioned here, relating directly or indirectly to the acquisition by Buyer of this subject Property. However, Seller and Buyer, and each and all of their individual collective agents representatives, attorneys, principals, predecessors, successors, assigns, administrators, executors, heirs, and beneficiaries, hereby release the other party, and each of them, from any and all obligations, liabilities, claims, costs, expenses, demands, debts, controversies, damages, causes of action, including without limitations those relating to just compensation, damages, which any of them now have, or might hereafter have, by reason of any matter or thing arising out or in any way relating to any condemnation action affecting the Subject Property.
9. RENTAL AND LEASEHOLD INTEREST. Seller warrants that there are no third parties in possession of any portion of the Property as lessees, tenants at sufferance, trespassers, or invitees, and that there are no oral or written recorded or unrecorded leases or other agreements concerning all or any portion of the Property exceeding a period of one month. Seller further agrees to hold Buyer harmless and reimburse Buyer for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Seller for a period exceeding one month, EXCEPT: None.
10. ACQUISITION IN LIEU OF CONDEMNATION. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of Seller considering the use of its eminent domain power. Seller acknowledges that the sums received from Buyer under this Agreement constitute full payment of just compensation in eminent domain (including, but not limited to, compensation for the fair market value of the real property taken, severance damages, improvements to the realty, furniture, fixtures, equipment, the value of any leasehold interest, loss of inventory, loss of business goodwill, court costs, litigation expenses and any interest which might be due on such matters). Seller acknowledges that the amounts paid under this Agreement constitute the total amount due Seller, and that no further payments are due, owing or payable. Seller waives any other claims it might have for further payment or further compensation, and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith.
11. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:
 - a. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

- b. To the best of Seller's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.
- c. Until the closing, Seller shall not do anything which would impair Seller's title to any of the Property.
- d. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.
- e. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in these Warranties, Representations, and Covenants of Seller Section not to be true as of closing, immediately give written notice of such fact or condition to Buyer.
- f. Seller, at the time of execution of this Agreement, is seized of the Property in fee simple absolute and is the lawful owner of and has good, indefeasible title to the Property.

12. **HAZARDOUS WASTE.** Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. §1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. §9601 et seq. (42 U.S.C. §9601).

13. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge, the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including but not limited to the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.
14. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act after the close of this escrow.
15. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
16. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the Buyer herein. The execution of these documents and the delivery of same to Escrow Agent constitute said acceptance and approval.
17. NO BROKERS. Buyer and Seller each represents to the other that no brokers have been involved in this transaction. Buyer and Seller agree to indemnify one another against any claim, suits, damages and costs incurred or resulting from the claims of any person for any fee or remuneration due in connection with this transaction pursuant to a written agreement made with said claimant.
18. JURISDICTION AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties consent to the jurisdiction of the California Courts with venue in San Bernardino County.
19. ASSIGNMENT. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto. This Agreement shall not be assignable by Seller without prior written consent of Buyer, provided, however, Buyer may freely assign any or all of its interests or

rights under this Agreement or under the Escrow without the consent of Seller.

20. ATTORNEY'S FEES. In the event of any controversy, claim or dispute between the Parties hereto, arising out of or relating to this Agreement or the breach thereof, the prevailing Party shall be entitled to recover from the other Party its reasonable attorney's fees and costs.
21. COOPERATION. Each party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases, additional documents and instruments.
22. AUTHORITY TO EXECUTE ON BEHALF OF BUYER: Edward C. Starr represents to Seller that he is the City Manager of the Buyer and that he is authorized by Buyer to execute this Agreement on its behalf.
23. RATIFICATION. This Agreement may be subject to approval and ratification by the City Council of the City of Montclair.
24. ENTIRE AGREEMENT, WAIVER AND MODIFICATION. This Agreement is the entire Agreement between the parties with respect to the subject matter of this Agreement. It supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth hereinabove.

MAILING ADDRESS OF SELLER

Basin Ventures-LA, Inc.
28245 S.E. Division Drive
Troutdale, OR 97060

SELLER

MAILING ADDRESS OF BUYER

City of Montclair
c/o Mike Hudson, City Engineer
P.O. Box 2308
Montclair, CA 91763

BUYER

Approved:

By: _____
Edward C. Starr, City Manager

RVLIT\MCOHEN\754330.3

EXHIBIT "A"

THAT PORTION OF PARCEL 1, PARCEL MAP NO. 7103, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PARCEL MAP RECORDED IN BOOK 72, PAGE 39 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 1, SAID NORTHWEST CORNER ALSO BEING ON THE SOUTHERLY LINE OF BROOKS STREET SAID POINT BEING DISTANT 30.0 FEET SOUTHERLY OF THE CENTERLINE OF BROOKS STREET AS SHOWN ON SAID PARCEL MAP, **TRUE POINT OF BEGINNING;**

THENCE SOUTH 10° 02' 00" WEST A DISTANCE OF 7.12 FEET;

THENCE NORTH 89° 24' 41" EAST A DISTANCE OF 5.09 FEET;

THENCE NORTH 10° 02' 00" EAST A DISTANCE OF 3.36 FEET;

THENCE NORTH 88° 57' 38" EAST A DISTANCE OF 1.92 FEET;

THENCE NORTH 43° 57' 38" EAST A DISTANCE OF 5.16 FEET;

THENCE SOUTH 89° 24' 41" WEST A DISTANCE OF 9.93 FEET TO THE **TRUE POINT OF BEGINNING.**

THE ABOVE PARCEL OF LAND CONTAINS 48 SQ. FT. MORE OR LESS;

EXHIBIT B IS ATTACHED HERETO AND A PART HEREOF.

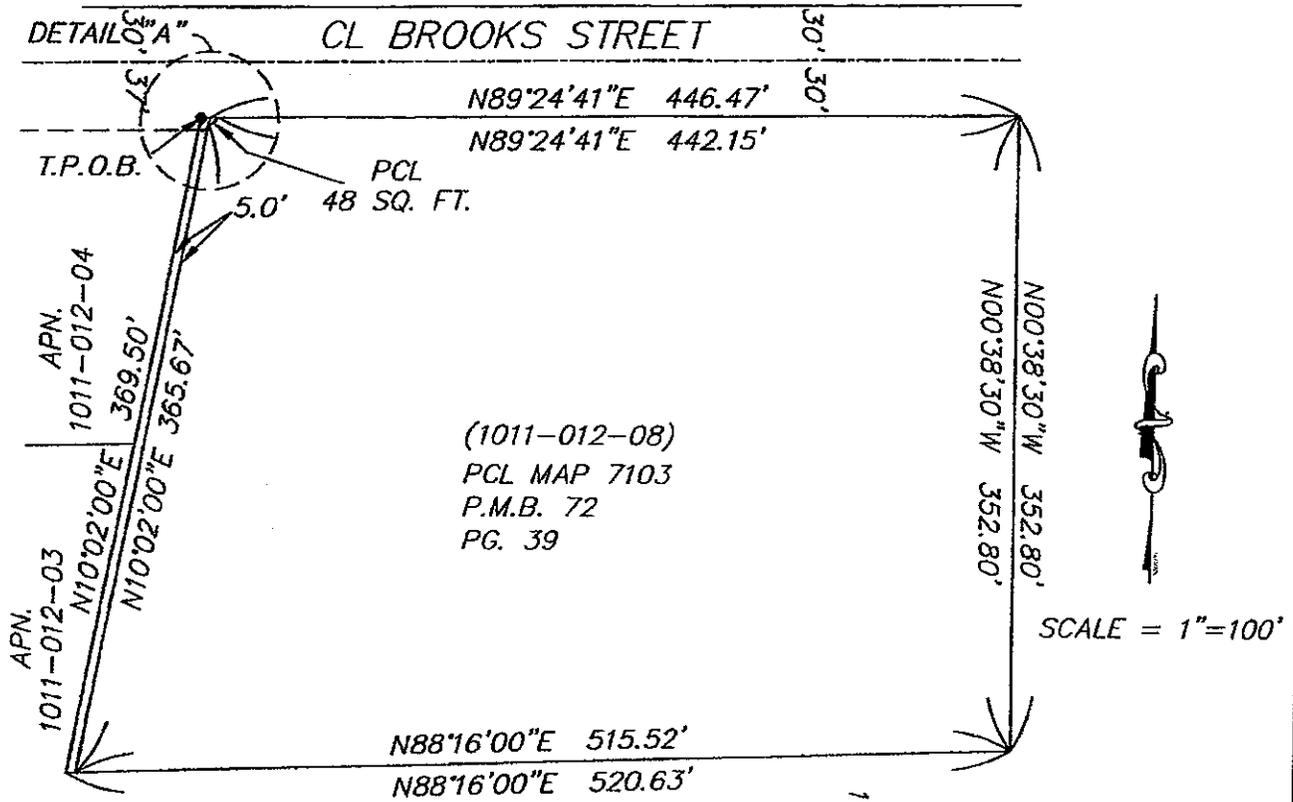
THIS DESCRIPTION PREPARED BY ME OR UNDER MY SUPERVISION.

 May 11, 2009
DOUGLAS H. MAYS, P.E. DATE
RCE NO. 21062 LICENSE EXPIRES 9-30-09



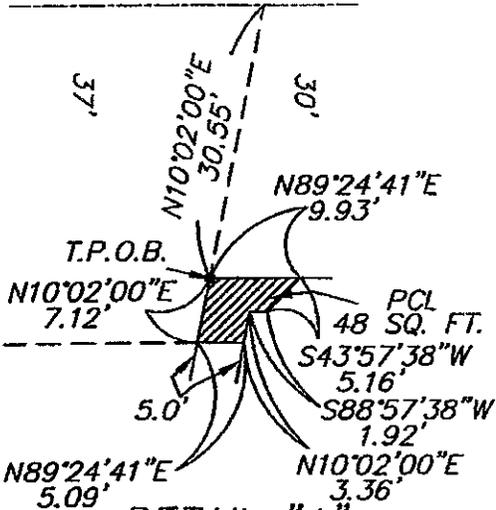
EXHIBIT "B"

ASSESSORS PARCEL NUMBER
1011-012-08



FORMALLY SOUTHERN PACIFIC RAILROAD
CL UPRR R/W

CL BROOKS STREET



RECORD DATA IS FROM
 RECORD OF SURVEY
 RECORDED IN BOOK
 32 OF 25 OF RECORDS
 OF SURVEY, COUNTY
 OF SAN BERNARDINO



PREPARED BY ME OR UNDER MY DIRECTION

BY: Douglas H. Mays 5-11-09

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

EXHIBIT "A"

THAT PORTION OF PARCEL 1, PARCEL MAP NO. 7103, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PARCEL MAP RECORDED IN BOOK 72, PAGE 39 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

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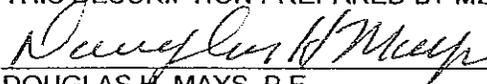
THENCE NORTH 43° 57' 38" EAST A DISTANCE OF 5.16 FEET;

THENCE SOUTH 89° 24' 41" WEST A DISTANCE OF 9.93 FEET TO THE **TRUE POINT OF BEGINNING**.

THE ABOVE PARCEL OF LAND CONTAINS 48 SQ. FT. MORE OR LESS;

EXHIBIT B IS ATTACHED HERETO AND A PART HEREOF.

THIS DESCRIPTION PREPARED BY ME OR UNDER MY SUPERVISION.

 May 11, 2009
DOUGLAS H. MAYS, P.E. DATE
RCE NO. 21062 LICENSE EXPIRES 9-30-09



AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 10-122 WITH THE ONTARIO-
MONTCLAIR SCHOOL DISTRICT TO
PROVIDE AFTER-SCHOOL PROGRAMS

DATE: November 1, 2010

SECTION: AGREEMENTS

ITEM NO.: 5

FILE I.D.: HSV030

BUSINESS

PLAN: N/A

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The Ontario-Montclair School District (OMSD) has presented an Agreement to provide after-school programs using funds provided by the After-School Education and Safety Program (ASES) grant. A copy of proposed Agreement No. 10-122 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, OMSD, 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 ASES grant is to promote after-school learning modules to enhance children's educational and learning capabilities. Such grants made available to local education authorities such as OMSD provide communities with enhanced community-based school services in an effort to strengthen healthy child development.

Proposed Agreement No. 10-122 would provide funding through the ASES grant for after-school programs at eleven school sites: El Camino, Howard, Kingsley, Lehigh, Mission, Monte Vista, Montera, Moreno, Ramona, Serrano, and Vernon.

The total amount of funding for these eleven school sites is \$1,391,660 and would be used to support academic, recreational, and enrichment activities for children in after-school programs.

The term of the proposed Agreement is July 1, 2010, through June 30, 2011.

FISCAL IMPACT: Should the City Council approve Agreement No. 10-122, OMSD would pay the City of Montclair \$1,391,660 to fund personnel, supplies, training, and grant oversight.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 10-122 with the Ontario-Montclair School District to provide after-school programs.

Prepared by:

M. Richter

Reviewed and
Approved by:

Steve Luster

Proofed by:

Christine Smedley

Presented by:

Contract No. B-011-11

**ONTARIO-MONTCLAIR SCHOOL DISTRICT
950 WEST "D" STREET
ONTARIO, CALIFORNIA 91762
(909) 459-2500**

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 7 day of October, by and between the Ontario-Montclair School District, hereinafter referred to as the "**DISTRICT**", and City of Montclair, hereinafter referred to as the "**CONSULTANT**".

1. Services To Be Performed By Consultant.

- (a) **CONSULTANT** agrees to perform the following services on the dates and times herein stated in accordance with directions stipulated to by **DISTRICT**.

Consultant will provide staff and materials to operate the after school program services at the following sites: El Camino, Howard, Kingsley, Lehigh, Mission, Monte Vista, Moreno, Montera and Ramona elementary schools and Serrano and Vernon middle schools. Services rendered beginning July 1, 2010 and ending June 30, 2011. Funding out of the After School Education and Safety Program (ASES) Core (Mgmt. 0834; Resource 6010). Administrative costs may not exceed the 15% of the annual total grant award amount. (OMSD – 7.5% and City of Montclair – 7.5%).

(b) **CONSULTANT** may, at **CONSULTANT's** own expense, employ such assistants as **CONSULTANT** deems necessary to perform the services required of **CONSULTANT** by this Agreement. **DISTRICT** will not train, control, direct, or supervise **CONSULTANT's** assistants or employees in the performance of those services.

(c) **CONSULTANT** is, and shall at all times be deemed to be an independent contractor, and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between **DISTRICT** and **CONSULTANT** or any of **CONSULTANT's** agents or employees. **CONSULTANT** assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. **CONSULTANT**, its agents and employees, shall not be entitled to any rights and/or privileges of **DISTRICT's** employees and shall not be considered in any manner to be **DISTRICT's** employees.

(d) If **CONSULTANT** is a regular employee of a public entity, all services which **CONSULTANT** renders under this Agreement will be performed at times other than **CONSULTANT's** regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.

2. Compensation.

(a) Except as otherwise provided in this Agreement, **DISTRICT** agrees to compensate **CONSULTANT** for services rendered under this Agreement not to exceed \$ 1,391,660.00 (based on 2010-2011 ASES Grant Award Letter. If funding level is decreased by CDE, compensation amount will be decreased by same percentage). Payment to be paid upon itemized presentation of invoices.

(b) **DISTRICT** will pay no additional amount for travel or other expenses of **CONSULTANT** under this Agreement unless specified below. Should travel or other expenses be specified below, **CONSULTANT** shall be entitled to the lesser amount of (1) the not to exceed amount stated, or (2) the actual amount expended. Supporting documentation for the authorized travel or other expenses shall be attached to the Request for Payment form when submitted. N/A

(c) **DISTRICT** will provide **CONSULTANT** with forms which **CONSULTANT** will use to request payment under this Agreement. For each month of service, the "Request For Payment" form must be returned to **DISTRICT** in triplicate and must include **CONSULTANT's** signature and social security number or tax identification number.

(d) If this Agreement is with an individual consultant, **CONSULTANT** will complete the certification block on the "Request For Payment" form which shows whether or not **CONSULTANT** is a retired member of the California State Teacher's Retirement System (STRS) or the California Public Employees Retirement System (PERS).

(e) **DISTRICT** will not withhold any federal or state income tax for payment made pursuant to this Agreement, but will provide **CONSULTANT** with a statement of earnings at the end of each calendar year. **CONSULTANT** is hereby advised that such statement of earnings shall, if required, be provided to the Internal Revenue Service and the State Franchise Tax Board.

3. Term of Agreement.

The term of this Agreement is from July 1, 2010, through June 30, 2011, unless sooner terminated pursuant to the provisions of Section 6 of this Agreement. **DISTRICT** and **CONSULTANT** may mutually agree in writing to extend the term of this Agreement provided, however, **DISTRICT** shall not be obligated to pay **CONSULTANT** any additional consideration unless **CONSULTANT** undertakes additional services, in which instance the consideration shall be increased as **DISTRICT** and **CONSULTANT** shall agree in writing.

4. Obligations of Consultant.

(a) During the term of this Agreement, **CONSULTANT** agrees to diligently prosecute the work specified in the "Description of Services" to completion. **CONSULTANT** may represent, perform services for, and be employed by such additional clients, persons, or companies as **CONSULTANT**, in **CONSULTANT's** sole discretion, sees fit.

(b) **CONSULTANT** will provide all materials, tools, and instrumentalities required to perform the services under this Agreement.

(c) At all times during the term of this Agreement, **CONSULTANT** agrees to provide workers' compensation insurance for **CONSULTANT's** employees and agents as required by law. **CONSULTANT** shall comply with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.

(d) If the box to the left is checked, **CONSULTANT** shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the **DISTRICT'S** pupils. If at any time during the term of this Agreement **CONSULTANT** is either notified by the Department of Justice or otherwise becomes aware that any employee of **CONSULTANT** performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, **CONSULTANT** agrees to immediately notify the **DISTRICT** and remove said employee from performing services on this Agreement.

(e) **CONSULTANT** shall indemnify, pay for the defense of, and hold harmless **DISTRICT** and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of **CONSULTANT's** negligent or willful acts and/or omissions in rendering any services hereunder. **CONSULTANT** shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning **CONSULTANT** or any employee and shall further indemnify, pay for the defense of, and hold harmless **DISTRICT** of and from any such payment or liability arising out of or in any manner connected with **CONSULTANT's** performance under this Agreement.

(f) Neither this Agreement nor any duties or obligations under this Agreement may be assigned by **CONSULTANT** without the prior written consent of **DISTRICT**.

5. Obligations of District.

DISTRICT agrees to comply with all reasonable requests by **CONSULTANT** and to provide access to all documents reasonably necessary for the performance of **CONSULTANT's** duties under this Agreement.

6. Termination of Agreement.

(a) Unless otherwise terminated as provided below, this Agreement shall continue in force during the term of the Agreement, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

(b) Should **CONSULTANT** default in the performance of this Agreement or breach any of its provisions, **DISTRICT** may terminate this Agreement by giving written notification to **CONSULTANT**.

(c) If at any time during the performance of this Agreement **DISTRICT**

determines, at its sole discretion, to suspend indefinitely or abandon the work under this Agreement, **DISTRICT** shall have the right to terminate the performance of **CONSULTANT's** services hereunder by giving written notification to **CONSULTANT** of its intention to terminate.

(d) In the event that **DISTRICT** terminates this Agreement under paragraph (b) or (c) of this Section, **CONSULTANT** shall only be paid for those services rendered to the date of termination. All cash deposits made by **DISTRICT** to **CONSULTANT**, if any, shall be refundable to **DISTRICT** in full upon termination of this Agreement unless specified to the contrary below.

N/A

7. General Provisions.

(a) Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be addressed to the parties at the addresses set forth in this Agreement for **DISTRICT** and **CONSULTANT**. The foregoing addresses may be changed by written notice to the other party as provided herein.

(b) This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by **CONSULTANT** and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties, except **DISTRICT** may unilaterally amend the Agreement to accomplish the changes listed below:

1. Increase dollar amounts;
2. Administrative changes; and
3. Changes as required by law.

(c) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of **DISTRICT**, **CONSULTANT**, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor General of the State of California, at the request of **DISTRICT** or as a part of any audit of **DISTRICT**, for a period of three (3) years after final payment is made under this Agreement. **CONSULTANT** shall preserve and cause to be preserved such books, records and files for the audit

period.

(f) Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

"DISTRICT"

"CONSULTANT"

By: _____
Signature
Casey Cridelich
Printed Name
Asst. Superintendent, Business Services
Title

By: _____
Signatures
Paul Eaton
Printed Name
Mayor, City of Montclair
Title
City of Montclair
5111 Benito Street
Address
Montclair, CA 91763
City State Zip
(909) 626-8571
Telephone Number

By: _____
Signatures
Donna Jackson, City Clerk
Title

Date: October 8, 2010

Date: October 8, 2010

Date of Governing Board's Approval: October 7, 2010

END OF AGREEMENT FOR CONSULTANT SERVICES

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION
NO. 10-2865 AUTHORIZING PLACEMENT
OF LIENS ON CERTAIN PROPERTIES FOR
DELINQUENT SEWER AND TRASH CHARGES

DATE: November 1, 2010

SECTION: RESOLUTIONS

ITEM NO.: 1

**BUSINESS
PLAN:** N/A

FILE I.D.: STB300-17

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: Staff has identified 250 sewer and trash accounts in the odd-numbered-month billing cycle that are more than three billing periods delinquent. Pursuant to Montclair Municipal Code Chapter 1.12, these properties are subject to lien.

Proposed Resolution No. 10-2865 authorizing placement of liens on the 250 properties listed on Exhibit A to the Resolution is attached for the City Council's review and consideration.

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

The 250 liens presented for approval are for accounts that are at least 90 days delinquent.

FISCAL IMPACT: Recoverable amount is \$49,257.81 plus \$12,500.00 in lien fees, for a total of \$61,757.81.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 10-2865 authorizing placement of liens on certain properties for delinquent sewer and trash charges as listed on Exhibit A of said Resolution.

Prepared by: *Janet Kullbeck* Reviewed and Approved by: *[Signature]*
Proofed by: *Kathy Dalton* Presented by: *[Signature]*

RESOLUTION NO. 10-2865

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

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

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

WHEREAS, it has been determined that there are 250 sewer and/or trash accounts on which there are delinquencies in excess of 90 days; and

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

WHEREAS, the owners of these properties were notified on October 7, 2010, that their delinquent accounts are subject to causing a lien to be placed on their properties for settlement of such delinquencies; and

WHEREAS, the owners of these properties were again notified on October 21, 2010, and that such liens would be considered for approval by the Montclair City Council on Monday, November 1, 2010.

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

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

APPROVED AND ADOPTED this XX day of XX, 2010.

Mayor

ATTEST:

City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 10-2865 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2010, and that it was adopted by the following vote, to-wit:

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

Donna M. Jackson
City Clerk

Exhibit A to Resolution No. 10-2865
Report of Delinquent Civil Debts - November 2010

Service Address	Type	Delinquency	Lien Fee	Total Lien Amount
9859 Camulos Avenue	Residential	\$180.42	\$50.00	\$230.42
9497 Del Mar Avenue	Residential	\$189.40	\$50.00	\$239.40
4328 Granada Street	Residential	\$189.40	\$50.00	\$239.40
9834 Galena Avenue	Residential	\$160.36	\$50.00	\$210.36
9641 Surrey Avenue	Residential	\$189.41	\$50.00	\$239.41
4274 San Bernardino Street	Residential	\$199.30	\$50.00	\$249.30
9425 Pradera Avenue #2	Residential	\$149.35	\$50.00	\$199.35
5168 El Morado Street	Residential	\$189.48	\$50.00	\$239.48
5628 Granada Street	Residential	\$189.40	\$50.00	\$239.40
9884 Coalinga Avenue	Residential	\$189.40	\$50.00	\$239.40
9585 Poulsen Avenue	Residential	\$189.37	\$50.00	\$239.37
4872 Olive Street	Residential	\$189.48	\$50.00	\$239.48
9795 Coalinga Avenue	Residential	\$189.40	\$50.00	\$239.40
4426 Princeton Street	Residential	\$189.40	\$50.00	\$239.40
5458 Cambridge Street	Residential	\$210.58	\$50.00	\$260.58
5624 Cambridge Street	Residential	\$252.76	\$50.00	\$302.76
4832 Olive Street	Residential	\$226.73	\$50.00	\$276.73
4644 Olive Street	Residential	\$269.77	\$50.00	\$319.77
9136 Ramona Avenue	Residential	\$189.40	\$50.00	\$239.40
9151 Ramona Avenue	Residential	\$188.16	\$50.00	\$238.16
5676 San Jose Street	Residential	\$189.40	\$50.00	\$239.40
5602 Deodar Street	Residential	\$244.07	\$50.00	\$294.07
9352 Rose Avenue	Residential	\$189.62	\$50.00	\$239.62
5596 Hawthorne Street	Residential	\$189.40	\$50.00	\$239.40
5629 Bonnie Brae Street	Residential	\$174.66	\$50.00	\$224.66
9390 Columbine Avenue	Residential	\$160.36	\$50.00	\$210.36
9413 Rose Avenue	Residential	\$189.40	\$50.00	\$239.40
9414 Rose Avenue	Residential	\$189.40	\$50.00	\$239.40
9634 Marion Avenue	Residential	\$168.32	\$50.00	\$218.32
9567 Fremont Avenue	Residential	\$216.70	\$50.00	\$266.70
5257 Palo Verde Street	Senior	\$178.01	\$50.00	\$228.01
5490 Cambridge Street	Residential	\$183.39	\$50.00	\$233.39
5448 Cambridge Street	Residential	\$189.48	\$50.00	\$239.48
5428 Cambridge Street	Residential	\$147.97	\$50.00	\$197.97
9590 Benson Avenue	Residential	\$160.36	\$50.00	\$210.36
9680 Bel Air Avenue	Residential	\$236.41	\$50.00	\$286.41
4594 San Jose Street	Residential	\$188.16	\$50.00	\$238.16
4521 Bonnie Brae Street	Residential	\$252.76	\$50.00	\$302.76
4522 Bonnie Brae Street	Residential	\$195.68	\$50.00	\$245.68
4585 San Jose Street	Residential	\$160.36	\$50.00	\$210.36
9387 Felipe Avenue	Residential	\$199.64	\$50.00	\$249.64
9547 Camulos Avenue	Residential	\$184.17	\$50.00	\$234.17

Service Address	Type	Delinquency	Lien Fee	Total Lien Amount
9511 Camulos Avenue	Residential	\$178.00	\$50.00	\$228.00
9522 Tudor Avenue	Residential	\$189.40	\$50.00	\$239.40
4372 San Bernardino Court	Residential	\$189.40	\$50.00	\$239.40
4418 Harvard Street	Residential	\$189.43	\$50.00	\$239.43
9757 Geneva Avenue	Residential	\$168.76	\$50.00	\$218.76
5366 Alamos Street	Residential	\$178.14	\$50.00	\$228.14
5356 Alamos Street	Residential	\$189.40	\$50.00	\$239.40
5353 Rosewood Street	Residential	\$160.36	\$50.00	\$210.36
9863 Vernon Avenue	Residential	\$169.35	\$50.00	\$219.35
9851 Camarena Avenue	Residential	\$236.99	\$50.00	\$286.99
9767 Bolton Avenue	Residential	\$177.48	\$50.00	\$227.48
9802 Helena Avenue	Residential	\$152.76	\$50.00	\$202.76
9877 Camulos Avenue	Residential	\$216.78	\$50.00	\$266.78
4585 James Street	Residential	\$189.40	\$50.00	\$239.40
9757 Camulos Avenue	Residential	\$189.40	\$50.00	\$239.40
9737 Camulos Avenue	Residential	\$189.37	\$50.00	\$239.37
9755 Kimberly Avenue	Residential	\$112.41	\$50.00	\$162.41
4186 Rudisill Street	Residential	\$160.36	\$50.00	\$210.36
4277 Granada Street	Residential	\$189.41	\$50.00	\$239.41
4436 Granada Street	Residential	\$136.47	\$50.00	\$186.47
4390 El Morado Street	Residential	\$212.91	\$50.00	\$262.91
5360 Rudisill Street	Residential	\$216.69	\$50.00	\$266.69
9982 Bel Air Avenue	Residential	\$189.40	\$50.00	\$239.40
5616 Denver Street	Residential	\$161.82	\$50.00	\$211.82
9986 Benson Avenue	Residential	\$252.76	\$50.00	\$302.76
5690 Orchard Street	Residential	\$189.40	\$50.00	\$239.40
10043 Poulsen Avenue	Residential	\$187.86	\$50.00	\$237.86
10049 Marion Avenue	Residential	\$178.00	\$50.00	\$228.00
5032 Orchard Street	Residential	\$199.34	\$50.00	\$249.34
10037 Geneva Avenue	Residential	\$252.76	\$50.00	\$302.76
9601 Carrillo Avenue	Residential	\$189.40	\$50.00	\$239.40
10086 Lindero Avenue	Senior	\$164.82	\$50.00	\$214.82
4424 San Jose Street #27	Residential	\$189.39	\$50.00	\$239.39
9824 Fremont Avenue	Residential	\$262.00	\$50.00	\$312.00
9220 Bel Air Avenue	Residential	\$188.16	\$50.00	\$238.16
5553 Hawthorne Street	Residential	\$104.41	\$50.00	\$154.41
5557 Palo Verde Street	Residential	\$164.57	\$50.00	\$214.57
4712 Benito Street	Residential	\$189.50	\$50.00	\$239.50
9112 Camulos Avenue	Residential	\$211.86	\$50.00	\$261.86
9472 Rose Avenue	Residential	\$189.40	\$50.00	\$239.40
9060 Ramona Avenue	Residential	\$160.36	\$50.00	\$210.36
4864 Highland Street	Residential	\$216.69	\$50.00	\$266.69
5572 Princeton Street	Residential	\$189.40	\$50.00	\$239.40
9598 Bolton Avenue	Residential	\$187.06	\$50.00	\$237.06
9066 Monte Vista Avenue	Residential	\$289.17	\$50.00	\$339.17

Service Address	Type	Delinquency	Lien Fee	Total Lien Amount
9243 Camulos Avenue	Residential	\$189.40	\$50.00	\$239.40
9875 Coalinga Avenue	Residential	\$189.40	\$50.00	\$239.40
4711 San Bernardino Street	Residential	\$189.40	\$50.00	\$239.40
4955 Denver Street	Residential	\$252.76	\$50.00	\$302.76
9617 Surrey Avenue	Residential	\$189.40	\$50.00	\$239.40
9163 Camulos Avenue	Residential	\$252.76	\$50.00	\$302.76
9775 Monte Vista Avenue	Residential	\$239.13	\$50.00	\$289.13
10016 Santa Anita Avenue	Residential	\$213.02	\$50.00	\$263.02
9539 Ramona Avenue	Residential	\$189.40	\$50.00	\$239.40
9933 Lindero Avenue	Residential	\$285.36	\$50.00	\$335.36
5195 Steamboat Drive	Residential	\$262.00	\$50.00	\$312.00
4581 Highland Street	Residential	\$153.94	\$50.00	\$203.94
5594 La Deney Street	Residential	\$152.76	\$50.00	\$202.76
4430 Harvard Street	Residential	\$189.61	\$50.00	\$239.61
5133 San Bernardino Street	Residential	\$201.13	\$50.00	\$251.13
9375 Pradera Avenue	Multifamily	\$540.36	\$50.00	\$590.36
9380 Columbine Avenue	Residential	\$100.15	\$50.00	\$150.15
5478 Princeton Street	Residential	\$200.76	\$50.00	\$250.76
4151 Orchard Street	Senior	\$125.21	\$50.00	\$175.21
9527 Marion Avenue	Residential	\$178.40	\$50.00	\$228.40
4572 Denver Street	Residential	\$214.74	\$50.00	\$264.74
4844 San Bernardino Street	Residential	\$203.52	\$50.00	\$253.52
5607 Denver Street	Residential	\$189.40	\$50.00	\$239.40
4785 Harvard Street	Residential	\$209.38	\$50.00	\$259.38
9950 Bel Air Avenue	Residential	\$189.40	\$50.00	\$239.40
9151 Camulos Avenue	Residential	\$195.15	\$50.00	\$245.15
5409 Rudisill Street	Residential	\$206.90	\$50.00	\$256.90
5544 Bonnie Brae Street	Residential	\$113.88	\$50.00	\$163.88
4382 Orchard Street	Residential	\$190.31	\$50.00	\$240.31
9824 Tudor Avenue	Residential	\$252.76	\$50.00	\$302.76
9836 Rose Avenue	Residential	\$155.92	\$50.00	\$205.92
4771 Orchard Street	Residential	\$273.38	\$50.00	\$323.38
10084 Greenwood Avenue	Residential	\$160.36	\$50.00	\$210.36
5596 Orchard Street	Residential	\$203.94	\$50.00	\$253.94
4416 Denver Street	Residential	\$131.11	\$50.00	\$181.11
9783 Tudor Avenue	Residential	\$252.76	\$50.00	\$302.76
9864 Vernon Avenue	Residential	\$252.76	\$50.00	\$302.76
9254 Ramona Avenue	Residential	\$189.40	\$50.00	\$239.40
9566 Central Avenue	Residential	\$189.45	\$50.00	\$239.45
9812 Rose Avenue	Residential	\$252.76	\$50.00	\$302.76
9725 Kimberly Avenue	Residential	\$184.17	\$50.00	\$234.17
9548 Camulos Avenue	Residential	\$189.97	\$50.00	\$239.97
9512 Camulos Avenue	Residential	\$189.40	\$50.00	\$239.40
9993 Vernon Avenue	Residential	\$199.34	\$50.00	\$249.34
9957 Lindero Avenue	Residential	\$224.20	\$50.00	\$274.20

Service Address	Type	Delinquency	Lien Fee	Total Lien Amount
4254 Denver Street	Residential	\$187.38	\$50.00	\$237.38
5606 Granada Street	Residential	\$119.52	\$50.00	\$169.52
9795 Monte Vista Avenue	Residential	\$189.40	\$50.00	\$239.40
5611 San Jose Street	Residential	\$168.76	\$50.00	\$218.76
9656 Benson Avenue	Residential	\$189.40	\$50.00	\$239.40
4460 Benito Street	Residential	\$189.40	\$50.00	\$239.40
4372 Berkeley Street	Residential	\$189.40	\$50.00	\$239.40
9537 Marion Avenue	Residential	\$189.43	\$50.00	\$239.43
9642 Helena Avenue	Residential	\$159.54	\$50.00	\$209.54
5456 Princeton Street	Residential	\$177.92	\$50.00	\$227.92
9986 Central Avenue	Residential	\$216.70	\$50.00	\$266.70
9857 Mills Avenue	Residential	\$141.08	\$50.00	\$191.08
5425 Yale Street	Residential	\$160.36	\$50.00	\$210.36
9974 Benson Avenue	Residential	\$190.19	\$50.00	\$240.19
5141-43 Harvard Street	Multifamily	\$378.79	\$50.00	\$428.79
5421 Rudisill Street	Residential	\$216.69	\$50.00	\$266.69
4382 Brooks Street #B	Commercial	\$103.73	\$50.00	\$153.73
5666 Caroline Street	Residential	\$189.37	\$50.00	\$239.37
9720 Rose Avenue	Residential	\$216.63	\$50.00	\$266.63
9762 Monte Vista Avenue	Residential	\$201.80	\$50.00	\$251.80
9985 Geneva Avenue	Residential	\$189.40	\$50.00	\$239.40
5596 Palo Verde Street	Residential	\$289.17	\$50.00	\$339.17
4563 Benito Street	Residential	\$168.76	\$50.00	\$218.76
9855 Central Avenue	Residential	\$192.06	\$50.00	\$242.06
5634 Alamos Street	Residential	\$189.74	\$50.00	\$239.74
5577 Armsley Street	Residential	\$252.76	\$50.00	\$302.76
9611 Camulos Avenue	Residential	\$216.69	\$50.00	\$266.69
9025 Helena Avenue	Residential	\$189.40	\$50.00	\$239.40
4853 Cambridge Street	Residential	\$189.41	\$50.00	\$239.41
5172 Orchard Street	Residential	\$252.76	\$50.00	\$302.76
4921 Benito Street	Residential	\$151.95	\$50.00	\$201.95
5402 Granada Street	Residential	\$189.40	\$50.00	\$239.40
5121 Merle Street	Multifamily	\$378.54	\$50.00	\$428.54
5131 Merle Street	Multifamily	\$378.54	\$50.00	\$428.54
5103 Aspen Drive	Residential	\$160.36	\$50.00	\$210.36
5606 Cambridge Street	Residential	\$160.36	\$50.00	\$210.36
9610 Poulsen Avenue	Residential	\$208.94	\$50.00	\$258.94
10680 Silicon Avenue	Commercial	\$103.73	\$50.00	\$153.73
10075 Vernon Avenue	Residential	\$125.94	\$50.00	\$175.94
4667 Allesandro Street	Residential	\$189.40	\$50.00	\$239.40
5391 Granada Street	Residential	\$160.36	\$50.00	\$210.36
9966 Rose Avenue	Residential	\$189.40	\$50.00	\$239.40
10032 Benson Avenue	Residential	\$202.77	\$50.00	\$252.77
9063 Geneva Avenue	Residential	\$252.76	\$50.00	\$302.76
10833 Silicon Avenue	Residential	\$129.80	\$50.00	\$179.80

Service Address	Type	Delinquency	Lien Fee	Total Lien Amount
4787 State Street	Residential	\$149.01	\$50.00	\$199.01
5399 Benito Street	Residential	\$202.77	\$50.00	\$252.77
9613 Poulsen Avenue	Residential	\$161.39	\$50.00	\$211.39
9763 Camarena Avenue	Residential	\$153.69	\$50.00	\$203.69
9060 Fremont Avenue	Residential	\$220.85	\$50.00	\$270.85
9878 Galena Avenue	Residential	\$199.34	\$50.00	\$249.34
5515 La Doney Street	Residential	\$188.16	\$50.00	\$238.16
9803 Vernon Avenue	Residential	\$102.09	\$50.00	\$152.09
5398 Rudisill Street	Residential	\$189.22	\$50.00	\$239.22
9863 Coalinga Avenue	Residential	\$216.97	\$50.00	\$266.97
9434 Rose Avenue	Residential	\$189.40	\$50.00	\$239.40
9043 Geneva Avenue	Residential	\$170.91	\$50.00	\$220.91
5470 Granada Street	Residential	\$189.41	\$50.00	\$239.41
9866 Rose Avenue	Senior	\$178.01	\$50.00	\$228.01
9823 Fremont Avenue	Residential	\$189.40	\$50.00	\$239.40
4667 Holt Boulevard	Commercial	\$103.73	\$50.00	\$153.73
5580 Yale Street	Residential	\$249.65	\$50.00	\$299.65
4873 Olive Street	Residential	\$160.36	\$50.00	\$210.36
9791 Helena Avenue	Residential	\$189.40	\$50.00	\$239.40
4304 Denver Street	Residential	\$216.65	\$50.00	\$266.65
4827 Howard Street	Residential	\$142.20	\$50.00	\$192.20
5562 San Bernardino Street	Residential	\$273.48	\$50.00	\$323.48
5110 Holt Boulevard	Commercial	\$163.93	\$50.00	\$213.93
4267 Orchard Street	Residential	\$216.69	\$50.00	\$266.69
9878 Benson Avenue	Residential	\$182.48	\$50.00	\$232.48
5544 Hawthorne Street	Residential	\$188.16	\$50.00	\$238.16
4478 Harvard Street	Residential	\$222.96	\$50.00	\$272.96
5132 Holt Boulevard	Commercial	\$145.44	\$50.00	\$195.44
9620 Monte Vista Avenue	Residential	\$252.76	\$50.00	\$302.76
9315 Rose Avenue	Residential	\$189.39	\$50.00	\$239.39
9803 Lindero Avenue	Residential	\$189.40	\$50.00	\$239.40
5134 Sundance Drive	Residential	\$160.36	\$50.00	\$210.36
5260 Orchard Street	Residential	\$128.08	\$50.00	\$178.08
5616 Alamitos Street	Residential	\$186.45	\$50.00	\$236.45
4541 Bonnie Brae Street	Residential	\$113.74	\$50.00	\$163.74
4310 Berkeley Street	Residential	\$199.34	\$50.00	\$249.34
4437 Orchard Street	Residential	\$262.00	\$50.00	\$312.00
4473 Cambridge Street	Residential	\$160.36	\$50.00	\$210.36
5471 Cambridge Street	Residential	\$194.82	\$50.00	\$244.82
4613 Rosewood Street	Residential	\$142.76	\$50.00	\$192.76
4683 Olive Street	Residential	\$175.82	\$50.00	\$225.82
10080 Amherst Avenue	Residential	\$160.36	\$50.00	\$210.36
9616 Helena Avenue	Residential	\$111.80	\$50.00	\$161.80
4380 Benito Street	Residential	\$190.91	\$50.00	\$240.91
9633 Marion Avenue	Residential	\$111.99	\$50.00	\$161.99

Service Address	Type	Delinquency	Lien Fee	Total Lien Amount
5353 Berkeley Street	Residential	\$189.37	\$50.00	\$239.37
9641 Helena Avenue	Residential	\$189.40	\$50.00	\$239.40
9997 Del Mar Avenue	Residential	\$208.29	\$50.00	\$258.29
4370 Holt Boulevard	Commercial	\$236.10	\$50.00	\$286.10
9932 Santa Anita Avenue	Residential	\$190.23	\$50.00	\$240.23
9771 Galena Avenue	Residential	\$209.79	\$50.00	\$259.79
4874 San Bernardino Street	Residential	\$188.22	\$50.00	\$238.22
9966 Poulsen Avenue	Residential	\$178.48	\$50.00	\$228.48
4854 Highland Street	Residential	\$198.33	\$50.00	\$248.33
5481 Palo Verde Street	Residential	\$188.16	\$50.00	\$238.16
9780 Camulos Avenue	Residential	\$172.54	\$50.00	\$222.54
4447 Harvard Street	Residential	\$482.26	\$50.00	\$532.26
9606 Camulos Avenue	Residential	\$252.76	\$50.00	\$302.76
5414 Palo Verde Street	Senior	\$172.76	\$50.00	\$222.76
4327 Orchard Street	Residential	\$170.49	\$50.00	\$220.49
9772 Surrey Avenue	Residential	\$105.71	\$50.00	\$155.71
5189 Aspen Drive	Residential	\$138.20	\$50.00	\$188.20
4448 San Bernardino Street	Residential	\$158.16	\$50.00	\$208.16
5606 Berkeley Street	Residential	\$160.36	\$50.00	\$210.36
4362 Alamos Street	Residential	\$616.33	\$50.00	\$666.33
5579 Denver Street	Residential	\$165.18	\$50.00	\$215.18
4587 Allesandro Street	Residential	\$201.25	\$50.00	\$251.25
10034 Rose Avenue	Residential	\$102.76	\$50.00	\$152.76
9081 Ramona Avenue	Residential	\$167.94	\$50.00	\$217.94
5382 Berkeley Street	Residential	\$479.82	\$50.00	\$529.82
9514 Surrey Avenue	Residential	\$215.27	\$50.00	\$265.27
9643 Marion Avenue	Residential	\$121.80	\$50.00	\$171.80
9995 Mills Avenue	Multifamily	\$506.27	\$50.00	\$556.27
		\$49,257.81	\$12,500.00	\$61,757.81

AGENDA REPORT

SUBJECT: RESPONSE TO CITY COUNCIL INQUIRY
REGARDING VIOLATION OF THE CITY'S
NOISE ORDINANCE

DATE: November 1, 2010

SECTION: RESPONSE

ITEM NO.: A

FILE I.D.: ENV315

**BUSINESS
PLAN:** N/A

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: Council Member Paulitz requested a response be prepared related to a violation of the City's Noise Ordinance.

BACKGROUND: On October 18, 2010, City Council Members received a written complaint from a resident regarding a violation of the City's Noise Ordinance. The complainant alleges in his letter that on or about October 16, 2010, two complaints were filed with the Montclair Police Department regarding excessive noise emanating from an unspecified neighboring residence on or near the 4600 block of San Jose Street. The source of the noise was amplified music played at an allegedly excessive high volume.

In his letter, the complainant states his presumption that a citation was not issued after the first warning because the violation continued after Montclair Police Officers left the scene. A copy of the complainant's letter is attached.

In a letter dated October 20, 2010 (copy attached), Police Chief Keith Jones responded to the complainant. In his letter, Chief Jones stated that Police Lieutenant Robert Avels investigated the circumstances surrounding the complaint specified in the October 18, 2010 letter. Apparently, multiple calls from residents had been received on the evening of October 18, 2010, regarding loud noise in the subject neighborhood. Montclair Police Officers responded to complaints on three separate occasions during the evening but were initially unable to locate the residence—apparently the amplified music was turned down prior to their arrival.

After receiving a fourth complaint, the residence from which the noise emanated was located and the occupant issued a warning—no repeat violations of the City's Noise Ordinance occurred after this initial contact.

The complainant identified in the letter to City Council members had not been initially directly contacted by Montclair Police Officers regarding the incident because he was not identified as the primary complaining party by the Montclair Police Department Communications Center. However, in follow-up contact by the Montclair Police Department, the complainant was apparently satisfied with the outcome.

Prepared by:

Reviewed and
Approved by:

Proofed by:

Presented by:

FISCAL IMPACT: There is no direct fiscal impact related to this response to City Council inquiry.

RECOMMENDATION: Staff recommends the City Council receive and file this report related to a violation of the City's Noise Ordinance.



MONTCLAIR

October 20, 2010

Mr. Eugene Hampton
4622 #K San Jose Street
Montclair, CA. 91763

Dear Mr. Hampton,

On Monday, October 18, 2010, I was provided with a copy of your letter to Mayor Eaton and City Council Members regarding the loud music you had been subjected to by some neighbors on Saturday, October 16, 2010.

I asked Lieutenant Robert Avels to investigate the matter and contact you regarding your concerns. Lieutenant Avels informed me we had received multiple calls regarding excessive music that was emitting from a neighboring residence. The Officers responded three times; however, they were unable to locate the residence because the music had been turned down each time before they arrived. Officers located the residence on their fourth response and promptly issued a notice of advisement for disturbing the peace. At this point, the loud music was turned off and no further problems occurred. Apparently, we responded the fourth time because another resident from your same complex had also called about the same problem. Our Communications Center listed the other resident as the primary caller, so Officers made contact with her after the problem was resolved, instead of you.

Lieutenant Avels informed me he spoke with you about our response to the incidents and you were pleased with the outcome. If you have any concerns in the future, or ever feel dissatisfied with the service from our Police Department, please contact the Communications Center immediately at (909) 621-4771, and ask to be transferred to the Watch Commander.

The Montclair Police Department consistently strives to provide a high level of service to our community.

For the Montclair Police Department,

Keith Jones,
Chief of Police

C Honorable Mayor and City Council

CITY OF MONTCLAIR Police Department

4870 Arrow Highway, P.O. Box 2308, Montclair, CA 91763 (909) 448-3600 FAX (909) 621-4413

Mayor Paul M. Eaton • Mayor Pro Tem J. John Dutrey • Council Members: Leonard Paulitz, Carolyn Raft, Bill Ruh • City Manager Edward C. Starr

October 18,2010

City Council Members

I experienced a flagrant violation of the city's recent detailed Noise Control ordinance Section 6.12.100.

This occurred on October 16, Saturday about 8:30pm thru 10:30pm, at 9253 or 9244 Camulos. During this time the police were called twice to file a complaint, I agreed on the phone to sign a document and submitted my name, address and phone number. The music from the backyard of the house could be heard about fifty yards away. After the police responded to complaints the volume of music was lowered for about fifteen minutes, then returned to the excessive level and louder.

Now it is my understanding from the ordinance, that after the first warning, the second warning, the offender is issued a citation. Since the violation continued after the warnings, I suspect that a citation was not issued to the offender for some reason. Maybe because the offender knows the police officer or a friend of the police department or a city council member to be able ignore a much needed restriction for the city for the comfort of the residents.

I hope this written complaint from me, sparks an inquiry as to why this resident was allowed to violate the city's code.

Eugene Hampton

2622/K San Jose

Montclair

Hampe.ep@verizon.net

909/626-0786

MINUTES OF THE REGULAR MEETING OF THE PUBLIC WORKS COMMITTEE HELD ON THURSDAY, AUGUST 19, 2010, AT 2:00 P.M. IN THE CITY HALL CONFERENCE ROOM, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

CALL TO ORDER

Chairman Paulitz called the meeting to order at 2:00 p.m.

I. ROLL CALL

Present: Chairman Paulitz; Committee Member Eaton; Director of Redevelopment/Public Works Staats; Community Development Director Lustro; City Engineer Hudson; Facilities and Grounds Superintendent McGehee; Police Sergeant Reed; Public Works Superintendent Mendez

Absent: Ontario Montclair School District Representative Huyck; Police Chief Jones

II. APPROVAL OF MINUTES

A. Minutes of Regular Public Works Committee Meeting of June 17, 2010

It was the consensus of the Public Works Committee to approve the minutes of the Public Works Committee meeting of June 17, 2010

III. PUBLIC COMMENT - None

IV. TRAFFIC SAFETY/CIRCULATION ISSUES

A. Ontario-Montclair School District Issues - City Engineer Hudson spoke with Ontario-Montclair School District regarding crossing guards at San Bernardino Street and Benson Avenue. A deal is in the works to split the cost three ways between Ontario, Montclair, and the Ontario-Montclair School District. The two schools that this will affect will be Vernon Middle School and Buena Vista Arts-Integrated Elementary School.

B. Traffic Safety

City Engineer Hudson reported on traffic issues around Montclair High School, the no right turn on red from westbound Palo Verde Street to northbound Central Avenue, and the 85th percentile speed on Central Avenue approaching 50 mph in some areas.

V. POLICE DEPARTMENT UPDATES/ITEMS

On September 30, 2010, the Police Department will begin using work release inmates who are not in custody to wash the police vehicles. The work release

inmates will have to report to the police station lobby for work Monday thru Thursday 7:00 a.m. to 4:00 p.m. They will have to go through a background check, arrest record check, and a local contacts check before they are allowed to enter the building to ensure they have no weapons violation, no gang affiliation, violent crimes, or any contact with Montclair police officers. There are strict guidelines that the work release inmates will have to follow. The Police Department wants to try this as a way to save money and getting tasks done. If this program works out then all city vehicles will be taken to the Police Department to be washed and the City can get rid of the contract with the carwash which will save the City money.

VI. COMMUNITY DEVELOPMENT DEPARTMENT UPDATES/ITEMS

Community Development Director Lustro reported on various development opportunities occurring in the City.

VII. PUBLIC WORKS DEPT.-MAINTENANCE ACTIVITIES UPDATES/ITEMS

A. City Tree Policy

The City Tree Policy was last modified in 2004. There are 24 trees that are currently approvable. For the last ten years staff has been removing liquidambar trees since they were planted in areas where they did not have sufficient room to grow. They have caused damage to curb, gutter, sidewalks, sewer, and private walls. The liquidambar (*styraciflua* [sweetgum]) trees have been replaced with carrotwood (*cupaniopsis anacardioides*) or Chitalpa trees (*chitalpa tashkentensis* or sweet desert willow). Carrotwood trees need to be trimmed at least once a year, but the tree schedule calls for them to be trimmed every five years due to cost and budget reasons. There are different levels of trimming since the trees only get trimmed every five years. The type of trimming that is currently done is target pruning. Dead wood and large limbs are removed and anything lower than 17 feet is also trimmed. There are no major changes that need to be made to the City Tree Policy. The Committee would like to get a list of different species of Oak Trees to add to the tree list from an arborist.

VIII. PUBLIC WORKS DEPT. ENGINEERING DIVISION UPDATES/ITEMS

A. Discussion of Street Improvements on Vernon Avenue South of San José Street

This is a request that came in several years ago from a property owner at the southwest corner of San José Street and Vernon Avenue. There are two houses located on this property. The property owner met with Director of Community Development Lustro and City Engineer Hudson a few years ago and discussed doing a subdivision or lot split. At the time the City discussed a probable need to do some street improvements. The property owner dropped his idea for a while, but came back in a few weeks ago after a car ran a stop sign and crashed into a garage on the property. The property owner is still interested in doing a lot split, but one of the

significant costs could still be the street improvements. The street improvements will have significant impacts to the garage and the house. There would be issues with putting in sidewalks and handicap accessible ramps that lead up to the house. The alternatives for the garage would be either to tear it down and lower it or move it to the back where the grade can be flattened. Community Development Director Lustro suggested moving the driveway to a location in between the house and the garage which will make the garage a side loading garage instead a front loading garage. City Engineer Hudson made a proposal to the property owner that if he is willing to spend the money to make the necessary onsite improvements the City would enter into an agreement where the City would do the street improvements and all improvements would stop at the right-of-way line. The justification for the City performing the street improvements is that the improvements would remove a dogleg in the street alignment and complete sidewalk improvements. Also, existing curb and sidewalk through a portion of the frontage of this property are not constructed in accordance with City standards. The property owner would dedicate the necessary right-of-way to make the improvements and the property owner would be responsible for all onsite modifications necessary to make his property usable. City Engineer Hudson received a proposal from Andreasen Engineering to do the conceptual design and the public works improvements for \$7,500. The Committee concurred with staff recommendation to perform a conceptual design and cost estimate for the street improvements and then discuss the costs with the property owner. Staff will also report back to the Committee with its findings.

B. Measure I

Several months ago City Engineer Hudson proposed to the Public Works Committee that the City would start catching up on the pavement maintenance program, the street overlays, and miscellaneous improvements. San Bernardino Associated Governments (SANBAG) policy on maintenance activities is that no more than 50% of a City's Measure I subvention can be spent on maintenance activities. In the past, these items were funded by Gas Tax but this fiscal year Gas Tax funds are going to fund street maintenance. This would be a good source of funding to get back up to speed on the maintenance programs for the streets but with SANBAG's policy the program will have to be re-organized. There are sections of missing curb, gutter, and sidewalk throughout the City. There are locations in the south area of the City where the City has existing right-of-way and the street could be widened to the ultimate width without having to acquire any additional right-of-way. City Engineer Hudson will put together a list of projects for the next 5 years. This is a five year expenditure plan that needs to be submitted to SANBAG and is due at the end of September. A resolution and an expenditure plan will go to the City Council for Council support at the meeting of September 7, 2010. It is projected that the City will get \$410,000 - \$460,000 a year for the next five years through the Measure I program.

IX. CAPITAL PROJECT UPDATES

City Engineer Hudson reported the status of the following capital improvement projects:

A. MISSION BOULEVARD IMPROVEMENT PROJECT

Phase 8 construction is progressing very nicely. It could be faster but on the north side of Mission Boulevard the Gas Company had several services that they were supposed to relocate. However, instead of just relocating the services the Gas Company decided to put in a new mainline as well. The work was delayed for the Gas Company so they could get their design done and get it built. The project has been delayed for almost a month on the north side of the street. In the meantime the contractor has been grading the median islands and the irrigation system is almost installed, the next step would be to start the planting. When the Gas Company completes their work the contractor will go in and complete the paving on the north side of the street. (Subsequent to the Committee meeting, the Gas Company decided not to replace the mainline. They will simply reconstruct the services.) There have been some items added to the project since the bid came in so low. The undergrounding was required for the Arco Station and Farmer Boys located on the southwest corner of Mission Boulevard and Central Avenue. Most of the underground conduit has already been installed. When the project is complete, with exception to the transmission lines that cross Mission Boulevard on the east side of Central Avenue, all of the rest of the utilities will be underground in that intersection. The underground limits extend to the west side of the Arco Station to the south side of Farmer Boys. There was \$219,000 that was available for use by the developer who originally did the development on the southwest corner so the City is paying for the rest of the undergrounding with funds from the Redevelopment Agency.

- Enhanced Crosswalk at Benson Avenue and Mission Boulevard

An enhanced crosswalk is being installed at Central Avenue and Mission Boulevard. It will be finished in a few more weeks. The plan also called for similar work to be done at Benson Avenue, but because half of the Benson Avenue intersection is in the City of Ontario, and Ontario did not want to have any enhanced concrete on their side of the intersection, the work was limited to the City portion. The idea of only doing half the intersection had previously been discussed with the Committee. During construction a corrugated metal storm drain pipe was found to have only had about nine inches of cover. The shallowness of the pipe would not permit the construction of the enhanced concrete on the Montclair side of the intersection without extensive reconstruction of the storm drain. Inasmuch as the enhanced concrete did not cover the entire intersection, staff directed the contractor to remove the enhanced concrete work from the contract.

B. RAMONA GRADE SEPARATION PROJECT

This project is complete and will be dropped from the agenda for future Committee reports. The landscape maintenance has been completed and the Notice of Completion was supposed to be recorded last week. City Engineer Hudson met with Union Pacific Rail Road Company last week and they would like to see additional grading underneath the bridge. Union Pacific feels that it is going to be a drainage issue because water is going to pond and get into their ballasts and cause their ballasts to settle which will cause the tracks to settle. There are sufficient funds in the contingency for construction. City Engineer Hudson already has a design for the grading work and is going to get Union Pacific Rail Roads comments and approval and proceed with doing the additional grading.

C. MONTE VISTA GRADE SEPARATION PROJECT

City Engineer Hudson has received the title reports on the remaining three properties needed for acquisition. City Engineer Hudson will be bringing an item to Closed Session at the September 7, 2010, Council meeting for the authorization to make offers for the easements that are required for the three remaining properties. One of the properties was originally owned by Frank Lizaraga, but was foreclosed and is now owned by Zion's Bank. The property is just north of the railroad tracks on the east side of Monte Vista Avenue. North of that property is the Foreman property which also requires an easement. A moving company currently occupies the Foreman property. Easements are needed on the west side for both properties in order to shift the alignment of Monte Vista Avenue over similar to what was done on Ramona Avenue. The design will show a flag lot for the Zion's property which will provide access to and from Brooks Street. In order to make the design work there is a third property owned by Basin Ventures and on that property there is a channel that runs along the property line. The channel will be reconstructed underground in order to build a driveway to the Zion's property over the top. City Engineer Hudson will have the appraised values on all three acquisitions and will present them in closed session at the Council Meeting of September 7, 2010, and seek authorization to make offers on all three acquisitions.

D. YOUTH/SENIOR/COMMUNITY CENTER FACILITIES

The Youth Center still has two major issues that the contractor is currently working on and getting closer to getting resolved. One issue is the HVAC units on the roof that were installed too close to each other making it difficult to service. The other issue is the roll up doors inside the Youth Center. The contractor used motors for the doors that were not as specified by the contract documents.

The contractors schedule for the Senior Center shows the completion date as September 10, 2010, but more than likely they will finish at the end of

September or beginning of October. A dedication and an Open House for the Senior Center will be scheduled sometime in early to mid October.

The parking lot is over a week behind schedule. The contractor is grinding and base paving the street, and the Recreation building parking lot. They ground the City Hall parking lot today and their intent is to pave everything tomorrow and do the striping on Saturday. The light poles still need to be installed and the wiring still needs to be pulled.

E. FREMONT AVENUE IMPROVEMENT PROJECT - PHASE II

This project is for the construction of curb, gutter, and sidewalk. The design for this project is complete for the improvements south of Howard Street on the west side of Fremont Street. The project is funded by SANBAG Local Stimulus Funds.

F. INTERSECTION IMPROVEMENT PROJECT - PHASE II

This project is the follow up to the last intersection project. The three locations that will be worked on are Holt Boulevard and Ramona Avenue, Palo Verde Street and Central Avenue, and Monte Vista Avenue and Arrow Highway.

G. POLICE IMPOUND YARD

The civil design is complete and it is now being turned over to the electrical engineer to come up with camera locations, electrical re-routing, and various other items in conjunction with the IT Department. Staff is a month away from having all the design work complete and the project will then be advertised to go out to bid.

H. CITY YARD BUILDING FLOOD (ADDED ITEM)

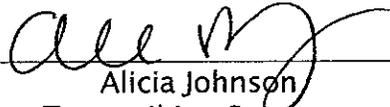
A waterline broke in the lunch room over the weekend and flooded Superintendent Mendez's office, the bathroom, and the corridor. All the base boards were removed from the building and fans were put in to dry out the building over the weekend and all this week. The air conditioning was also running to dry it out but the moisture is still there. Facilities and Ground Superintendent McGehee had a moisture test done and there is still moisture two to three feet off the ground. The asbestos testing will be done today and the results should be in tomorrow. If the asbestos test comes back negative then the walls will be torn out so the moisture can be removed from the walls and the framing. Once the walls are dried out then the drywall will have to be replaced and be painted. Staff may present a request to the City Council for emergency contracting because the work needs to be done before mildew begins to form.

X. ADJOURNMENT

Prior to adjournment, it was learned that Chairman Paulitz would not be available for the regular September 16, 2010, meeting. The next meeting of the Public Works Committee will be held at 2:00p.m. on October 21, 2010

At 3:25 p.m., Committee Chair Paulitz adjourned the Public Works Committee.

Submitted for Public Works Committee approval,


Alicia Johnson
Transcribing Secretary

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
OCTOBER 18, 2010, AT 7:58 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Eaton called the meeting to order at 7:58 p.m.

II. ROLL CALL

Present: Mayor Eaton; Council Member Ruh; and Acting City
Manager Staats

III. APPROVAL OF MINUTES

**A. Minutes of the Regular Personnel Committee Meeting of
October 4, 2010.**

Moved by Mayor Eaton, seconded by Council Member Ruh, and
carried unanimously to approve the minutes of the Personnel
Committee meeting of October 4, 2010.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

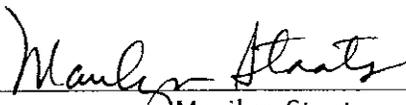
At 7:59 p.m., the Personnel Committee went into Closed Session
regarding personnel matters related to appointments, resignations/
terminations, and evaluations of employee performance.

At 8:10 p.m., the Personnel Committee returned from Closed Session.
Mayor Eaton stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 8:10 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Marilyn Staats
Acting City Manager