

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 15, 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.

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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 Employees

VI. PUBLIC COMMENT

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

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

VII. PUBLIC HEARINGS

A. Second Reading - Consider Adoption of Ordinance No. 10-918 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 Adjourned Joint Council/Agency Meeting of October 18, 2010
 2. Minutes of Regular Joint Council/Agency/MHC Meeting of November 1, 2010
- B. Administrative Reports
1. Consider Receiving and Filing of Treasurer's Report [CC] 17
 2. Consider Approval of Warrant Register and Payroll Documentations [CC] 18
 3. Consider Receiving and Filing of Treasurer's Report [RDA] 19
 4. Consider Approval of Warrant Register [RDA] 20
 5. Consider Receiving and Filing of Treasurer's Report [MHC] 21
 6. Consider Approval of Warrant Register [MHC] 22
 7. Consider Setting a Public Hearing to Receive Public Comment on Allocation and Expenditure of Supplemental Law Enforcement Services Funds [CC] 23
 8. Consider Setting a Public Hearing to Consider Resolution No. 10-2868 Approving the Following:
 - Tentative Tract Map No. 18803 Subdividing a 6.95-Acre Site Into 2 Numbered Lots for Condominium Purposes, 1 Numbered Lot for a Community Center, 30 Numbered Lots for Single-Family Residential Purposes, and Three Lettered Lots for Streets and Common Areas [CC]
 - Precise Plan of Design for a 129-Unit Residential Development Within the North Montclair Downtown Specific Plan [CC] 25
 9. Consider Adoption of a Policy Establishing Parameters Related to Payment of Allowances, Stipends, and/or Other Forms of Monetary Remuneration for Appointed Members of Advisory Boards to the City Council [CC] 27
 10. Consider Acceptance of Grant Deed No. 1661 for a Portion of Property Located at 5011 Brooks Street [CC]
 - Consider Authorizing City Manager Edward Starr to Sign Escrow Documents as Necessary Associated with Purchase and Sale Agreement No. 10-121 [CC] 29
 11. Consider "No Action" on Alcoholic Beverage Permit Application - Taqueria Mi Mexico [CC] 35
- C. Agreements
1. Consider Approval of Agreement No. 10-123 with Mt. San Antonio Community College District to Continue Providing a Comprehensive Fitness Program for the Fire Department [CC] 36

- 2. Consider Approval of Agreement No. 10-124 with Ontario-Montclair School District to Provide Case Management Services [CC] 45
- 3. Consider Approval of Agreement No. 10-125 with Chaffey Community College District in Support of Its Gerontology Program [CC] 51

D. Resolutions - None

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE

XI. COMMUNICATIONS

A. City Attorney/Agency Counsel

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

Property:	Assessor's Parcel No.	Address
	1011-012-08-0000	5011 Brooks Street Montclair, CA 91763
Negotiating Parties: City and Basin Ventures-LA, Inc.		
	1011-012-04-0000	10625 Monte Vista Avenue Montclair, CA 91763
Negotiating Parties: City and Delbert Darrell Foreman		
	1011-012-03-0000	10635 Monte Vista Avenue Montclair, CA 91763
Negotiating Parties: City and Evans-Dodds, LLC		

Negotiators: Marilyn J. Staats, Director of Redevelopment/Public Works and Michael C. Hudson, City Engineer

Under Negotiation: Recommendations Regarding Acquisition of Easements on Subject Properties in Conjunction with the Monte Vista Avenue/Union Pacific Grade Separation Project

- 2. Closed Session Pursuant to Section 54956.8 of the Government Code Regarding Real Property Negotiations

Property: 5444 Palo Verde Street

Negotiating Parties: City of Montclair Redevelopment Agency and Lillian B. Reed

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

Under Negotiation: Recommendations Regarding a 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 Personnel Committee Meeting of November 1, 2010
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- XII. COUNCIL/AGENCY WORKSHOP**
- A. Update on California High-Speed Rail Authority

(Council/Agency may consider continuing this item to an adjourned joint meeting on Monday, December 6, 2010, at 5:45 p.m. in the City Council Chambers).
- XIII. APPEAL HEARING**
- A. Appeal Hearing for James Thayn

(Council may consider continuing this item to an adjourned meeting on Wednesday, December 8, 2010, at 6:00 p.m. in the City Council Chambers).
- XIV. ADJOURNMENT OF MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS**
- (At this time, the City Council and Redevelopment Agency will meet in Closed Session regarding real property negotiations).*
- XV. CLOSED SESSION ANNOUNCEMENTS**
- XVI. ADJOURNMENT OF CITY COUNCIL AND REDEVELOPMENT AGENCY BOARD OF DIRECTORS**

The next regularly scheduled City Council, Redevelopment Agency, and Montclair Housing Corporation meetings will be held on Monday, December 6, 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 November 10, 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 15, 2010

SECTION: PUBLIC HEARINGS

ITEM NO.: A

FILE I.D.: CDV100

DEPT.: COMMUNITY DEV.

SECOND 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 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:

Steve Lopez

Proofed by:

Anna Burke

Presented by:

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 expanded. 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 RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: November 15, 2010

SECTION: ADMIN. REPORTS

ITEM NO.: 1

**BUSINESS
PLAN:** N/A

FILE I.D.: FIN520

DEPT.: ADMIN. SVCS.

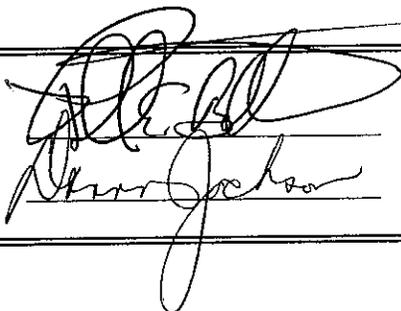
REASON FOR CONSIDERATION: State law requires the City Council to receive and file the Treasurer's Report.

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

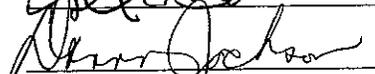
FISCAL IMPACT: Routine—report of City's cash and investments.

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

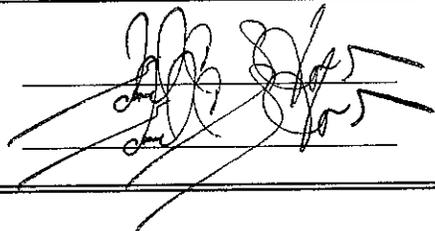
Prepared by:



Proofed by:



Reviewed and
Approved by:



Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER
AND PAYROLL DOCUMENTATIONS

DATE: November 15, 2010

SECTION: ADMIN. REPORTS

ITEM NO.: 2

FILE I.D.: FIN540

**BUSINESS
PLAN:** N/A

DEPT.: ADMIN. SVCS.

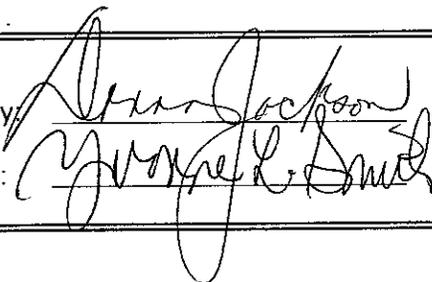
REASON FOR CONSIDERATION: The City Council is requested to consider approval of the Warrant Register and Payroll Documentations.

BACKGROUND: Mayor Pro Tem Dutrey has examined the Warrant Register dated November 15, 2010, and Payroll Documentations dated September 12, 2010, and September 26, 2010, finds them to be in order and recommends their approval.

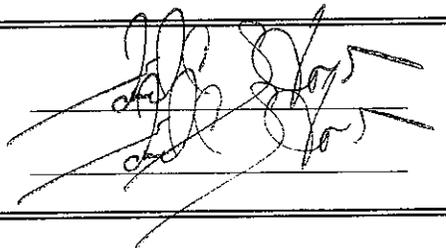
FISCAL IMPACT: The Warrant Register dated November 15, 2010, totals \$1,332,225.18. The Payroll Documentation dated September 12, 2010, totals \$581,757.41, with \$419,982.71 being the total cash disbursement. The Payroll Documentation dated September 26, 2010, totals \$609,418.78, with \$437,976.05 being the total cash disbursement.

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

Prepared by:



Reviewed and
Approved by:



Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: November 15, 2010

SECTION: ADMIN. REPORTS

ITEM NO.: 3

FILE I.D.: FIN510

BUSINESS

PLAN: N/A

DEPT.: REDEVELOPMENT

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

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

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

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

Prepared by:

Reviewed and
Approved by:

Proofed by:

Presented by:

AGENDA REPORT

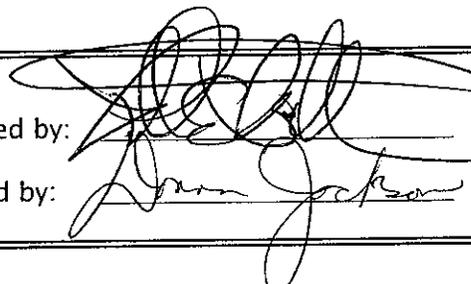
SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER	DATE: November 15, 2010
	SECTION: ADMIN. REPORTS
	ITEM NO.: 4
BUSINESS PLAN: N/A	FILE I.D.: FIN530
	DEPT.: REDEVELOPMENT

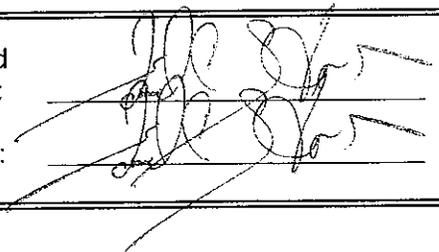
REASON FOR CONSIDERATION: State law requires the Agency Board of Directors to receive and file the Warrant Register.

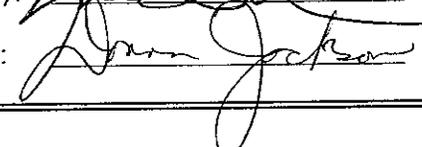
BACKGROUND: Vice Chairman Dutrey has examined the Warrant Register dated 10/01/10 - 10/31/10 in the amounts of \$4,830.55 for Project I; \$8,121.57 for Project II; \$132,176.30 for Project III; \$344,674.02 for Project IV; \$87,411.52 for Project V; and \$309,163.58 for Mission Boulevard Joint Redevelopment Project and finds it to be in order.

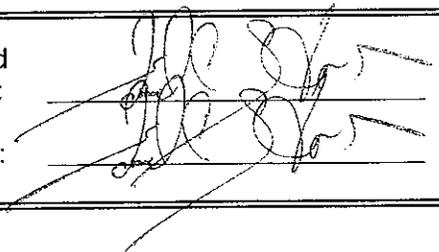
FISCAL IMPACT: Routine—report of Agency's obligations.

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

Prepared by: 

Reviewed and
Approved by: 

Proofed by: 

Presented by: 

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: November 15, 2010

SECTION: ADMIN. REPORTS

ITEM NO.: 5

**BUSINESS
PLAN:** N/A

FILE I.D.: FIN525

DEPT.: MHC

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

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

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

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

Prepared by:

Proofed by:

Reviewed and
Approved by:

Presented by:

AGENDA REPORT

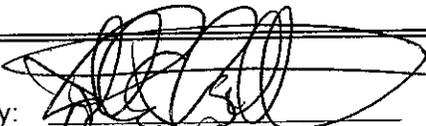
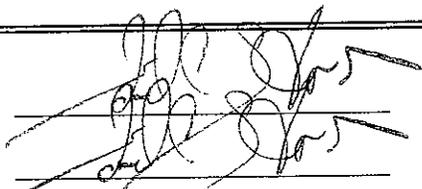
SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER	DATE: November 15, 2010
	SECTION: ADMIN. REPORTS
	ITEM NO.: 6
BUSINESS PLAN: N/A	FILE I.D.: FIN545
	DEPT.: MHC

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

BACKGROUND: Vice Chairman Dutrey has examined the Warrant Register dated 10/01/10 - 10/31/10 in the amount of \$66,013.33 for the Montclair Housing Corporation and finds it to be in order.

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

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

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

AGENDA REPORT

SUBJECT: CONSIDER SETTING A PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON ALLOCATION AND EXPENDITURE OF SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS

DATE: November 15, 2010

SECTION: ADMIN. REPORTS

ITEM NO.: 7

FILE I.D.: PDT362

BUSINESS PLAN: N/A

DEPT.: POLICE

REASON FOR CONSIDERATION: The Police Department would like to allocate Supplemental Law Enforcement Services Funds to the Police Department Fiscal Year 2010-11 Budget.

BACKGROUND: Government Code Sections 30061-30064 stipulate that in each county treasury a Supplemental Law Enforcement Services Fund (SLESF) be established to receive all funds allocated to a county for purposes of implementing the guidelines for SLESF grants. The county auditor shall allocate the moneys in the county's SLESF including interest or other earned returns within 30 days of deposit into the SLESF. However, the County Auditor shall not transfer those moneys to a recipient agency until the Supplemental Law Enforcement Oversight Committee certifies receipt of an approved expenditure plan from the governing board of that agency. A Supplemental Law Enforcement Oversight Committee was established by the San Bernardino County Board of Supervisors on August 21, 1996.

SLESF moneys are for the exclusive use of "front-line law enforcement services" and "front-line municipal police services," both of which include antigang, community crime prevention, and juvenile justice programs. These moneys shall supplement existing services and shall not be used to supplant any existing funding for law enforcement services provided by that entity.

The City of Montclair is eligible to receive \$100,000 from the SLESF grant. The Police Chief is currently requesting grant appropriations to the following equipment and services to enhance the Police Department's patrol services:

Patrol overtime	\$ 60,550
Miscellaneous advanced officer training	10,000
Promotional items	7,000
LeadsOnline	5,000
Replacement TASERs®	5,000
Digital cameras with cases	3,750
Preliminary alcohol-screening devices (3)	3,500

Prepared by:

Judy B...

Reviewed and Approved by:

K. G. ...

Proofed by:

Sharon P...

Presented by:

[Signature]

Laptop computers (2)	3,000
Color photograph printer	1,500
Automobile painting (2)	<u>700</u>
TOTAL	<u>\$100,000</u>

FISCAL IMPACT: The City Council's authorization of the recommendations herein would allocate \$100,000 from the Supplemental Law Enforcement Services Fund to various programs within the Police Department's Fiscal Year 2010-11 Budget. The cost to publish a Notice of Public Hearing related to the allocation and expenditure of SLESF moneys should not exceed \$300.

RECOMMENDATION: Staff recommends the City Council set a public hearing for Monday, December 6, 2010, at 7:00 p.m. in the City Council Chambers to receive public comment on the allocation and expenditure of Supplemental Law Enforcement Services Funds.

AGENDA REPORT

SUBJECT: CONSIDER SETTING A PUBLIC HEARING TO CONSIDER RESOLUTION NO. 10-2868 APPROVING THE FOLLOWING:

TENTATIVE TRACT MAP NO. 18803
SUBDIVIDING A 6.95-ACRE SITE INTO
2 NUMBERED LOTS FOR CONDOMINIUM
PURPOSES, 1 NUMBERED LOT FOR A
COMMUNITY CENTER, 30 NUMBERED
LOTS FOR SINGLE-FAMILY RESIDENTIAL
PURPOSES, AND THREE LETTERED LOTS
FOR STREETS AND COMMON AREAS

PRECISE PLAN OF DESIGN FOR A 129-UNIT
RESIDENTIAL DEVELOPMENT WITHIN THE
NORTH MONTCLAIR DOWNTOWN SPECIFIC
PLAN

DATE: November 15, 2010

SECTION: ADMIN. REPORTS

ITEM NO.: 8

FILE I.D.: LDU600

DEPT.: COMMUNITY DEV.

BUSINESS

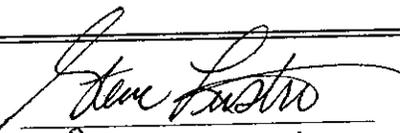
PLAN: STRATEGIC PRIORITY NO. 2

REASON FOR CONSIDERATION: All land use and design review entitlements within the boundary of the North Montclair Downtown Specific Plan require public hearing review and approval by the City Council.

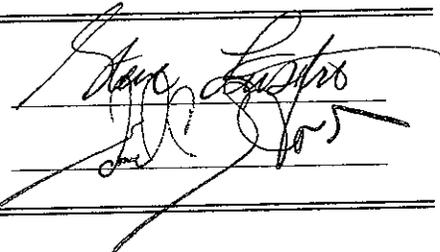
Approving the requested entitlements would satisfy a portion of Strategic Priority No. 2 as contained in Montclair's "Business Plan."

BACKGROUND: The proposed Tentative Tract Map and Precise Plan of Design, which will be considered by the Planning Commission at its meeting on November 22, 2010, were initiated by Hutton Companies on behalf of the property owner, Arrow Highway Investments, LLC, in connection with its desire to construct a 129-unit residential development on 6.95 acres in the "Corridor Residential" land use district of the North Montclair Downtown Specific Plan in the 4900 block of Arrow Highway. Two product types are proposed. The west side of the property would be developed with 99 residential units in 14 three-story courtyard-style buildings. The buildings are designed in 6-plex, 9-plex, and 12-plex configurations intended to be initially developed as rentals but constructed to condominium standards. Seven of the buildings would be organized around landscaped courtyards and the remaining seven would front Arrow Highway, the proposed main entry street, and the proposed community center. The second product would consist of 30 two-story detached "urban side yard" homes on the east side of the property that would be offered for sale.

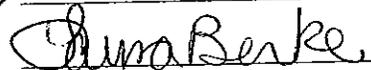
Prepared by:



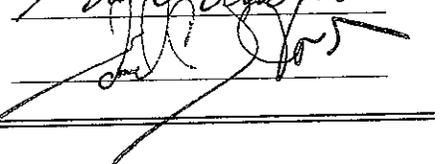
Reviewed and
Approved by:



Proofed by:



Presented by:



On September 7, 2010, representatives from the Hutton Companies development team presented an overview of the project to the City Council at its regularly scheduled study session. Based on comments and feedback provided at the session, the developer has finalized plans for the project and formally submitted them for consideration by the Planning Commission next Monday. Accordingly, proposed Resolution No. 10-2868 would be completed and included in the Council packets for the December 6 meeting.

FISCAL IMPACT: There would be no fiscal impact at this time as a result of the approval of the requested entitlements.

RECOMMENDATION: Staff recommends the City Council set a public hearing for Monday, December 6, 2010, at 7:00 p.m. in the Council Chambers to consider Resolution No. 10-2868 approving the following:

1. Tentative Tract Map No. 18803 subdividing a 6.95-acre site into 2 numbered lots for condominium purposes, 1 numbered lot for a community center, 30 numbered lots for single-family residential purposes, and three lettered lots for streets and common areas.
2. Precise Plan of Design for a 129-unit residential development within the North Montclair Downtown Specific Plan.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF A POLICY ESTABLISHING PARAMETERS RELATED TO PAYMENT OF ALLOWANCES, STIPENDS, AND/OR OTHER FORMS OF MONETARY REMUNERATION FOR APPOINTED MEMBERS OF ADVISORY BOARDS TO THE CITY COUNCIL

DATE: November 15, 2010

SECTION: ADMIN. REPORTS

ITEM NO.: 9

FILE I.D.: PLC175

BUSINESS

PLAN: N/A

DEPT.: CITY MGR.

REASON FOR CONSIDERATION: The City Council is responsible for establishing policies and practices related to the payment of allowances, stipends, and/or other forms of remuneration for appointed members of advisory boards to the City Council.

BACKGROUND: Currently, members of two advisory boards serving the City Council receive monetary remuneration for their service: Montclair Planning Commissioners and Community Action Committee Members. The historical record indicates members of the Montclair Planning Commission traditionally received a minimal stipend for volunteer service to the City. Initially, the Planning Commissioner stipend was \$50 per month in compliance with maximum limits allowed by state law for volunteer service. However, beginning in Fiscal Year 1985-86, an allowance system replaced the stipend formula with the initial allowance set at \$75 per month followed by successive allowance increases as follows: \$90 per month established in Fiscal Year 1988-89; \$110 per month established in Fiscal Year 1992-93; \$125 per month established in Fiscal Year 2002-03; \$200 per month established in Fiscal Year 2005-06; and the current \$250 per month established in Fiscal Year 2007-08. Members of the Planning Commission receive monthly monetary remuneration without interruption.

The allowance process defined for Montclair Planning Commissioners is different from the current stipend payment process applied to members of the Montclair Community Action Committee (CAC). In Fiscal Year 2007-08, members of the CAC became eligible to receive \$50 per month for fulfilling their commitment to attend monthly meetings. If a CAC member does not attend a monthly meeting, the advisory board is in hiatus, or a meeting is canceled, the \$50 stipend for that month is not paid.

Unlike City Council Members who, by Ordinance, receive monthly compensation for serving as elected members of the local governing board, Planning Commissioners and CAC Members (and other appointed members of commissions/committees/advisory boards to the City Council) serve at the will of the City Council. Such positions are not considered full- or part-time employment positions, nor is it mandated by federal or state law or local Ordinance that appointees be compensated for their service. Under state law, such positions are defined as temporary or volunteer positions, establishing a need for

Prepared by:

Proofed by:

Reviewed and
Approved by:

Presented by:

prudence when providing monetary remuneration for service. From this perspective, City staff suggests it is in the best interest of the City to avoid providing monetary remuneration to members of advisory boards during periods of hiatus, when scheduled meetings are canceled, or for nonattendance.

Accordingly and in recognition of the City Council's fiduciary responsibility to guard the public purse, staff believes it appropriate for the City Council to consider establishing the following Citywide policy affecting how members of any advisory body to the City Council are paid: *A sitting member of an advisory board (including committee or commission) appointed by and serving the Montclair City Council who is eligible to receive an allowance, stipend, or other form of monetary remuneration for service shall receive such remuneration, paid in the succeeding month, only after attending regularly scheduled meetings (including adjourned, joint, and special meetings and qualifying conferences) of such advisory board for the previous month. During periods of hiatus and in the event a member fails to attend a meeting or any meeting is canceled (regardless of reason), the member shall be ineligible for monetary remuneration for that meeting or for that month, whichever is applicable. If an advisory body is generally required to attend more than one meeting per month and the monetary remuneration received is paid on a per month basis, such remuneration shall be prorated to equate to an equal amount for each meeting during the month, not to exceed the current maximum monthly rate when combined (except as otherwise modified by action of the City Council); monthly remuneration shall then be reduced on a per meeting basis for each meeting canceled, not scheduled because of hiatus, or not attended by the member.*

Currently, only two advisory bodies to the City Council receive a monthly allowance/stipend:

- ▶ Planning Commissioners receive \$250 per month for two monthly meetings
- ▶ Community Action Committee Members receive \$50 per month for one monthly meeting

Under the proposed policy revision, current monthly allowances/stipends would be impacted as follows:

- ▶ Each Planning Commissioner would be compensated for attending regularly scheduled meetings at the rate of \$125 per meeting, but not more than \$250 per month, not to exceed \$3,000 annually.
- ▶ Each Community Action Committee Member would be compensated for attending regularly scheduled meetings at the rate of \$50 per meeting, but not more than \$50 per month, not to exceed \$600 annually.

FISCAL IMPACT: Adopting a policy that defines limits for monetary reimbursement to members of advisory boards to the City Council may result in minor annual savings to the City's General Fund Budget.

RECOMMENDATION: Staff recommends the City Council adopt the policy contained herein establishing parameters related to payment of allowances, stipends, and/or other forms of monetary remuneration for appointed members of advisory boards to the City Council.

AGENDA REPORT

SUBJECT: CONSIDER ACCEPTANCE OF GRANT DEED NO. 1661 FOR A PORTION OF PROPERTY LOCATED AT 5011 BROOKS STREET

DATE: November 15, 2010

SECTION: ADMIN. REPORTS

CONSIDER AUTHORIZING CITY MANAGER EDWARD STARR TO SIGN ESCROW DOCUMENTS AS NECESSARY ASSOCIATED WITH PURCHASE AND SALE AGREEMENT NO. 10-121

ITEM NO.: 10

FILE I.D.: STA110

DEPT.: PUBLIC WORKS

BUSINESS

PLAN: STRATEGIC PRIORITY NO. 6

REASON FOR CONSIDERATION: As part of the right-of-way acquisition for the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project, the City recently entered into Agreement No. 10-121 to acquire fee title to a portion of property owned by Basin Ventures-LA, Inc. Acceptance of Grant Deeds and offers of dedications require City Council approval.

Acceptance of Grant Deed No. 1661 satisfies a portion of Strategic Priority No. 6 as contained in Montclair's "Business Plan."

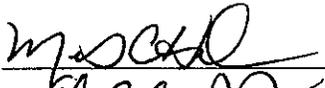
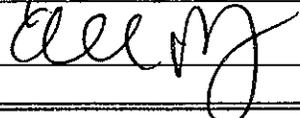
BACKGROUND: At its meeting on November 1, 2010, the City Council approved Agreement No. 10-121 with Basin Ventures-LA, Inc., and authorized City Manager Edward Starr to sign the Agreement. An escrow has been opened related to the sale of a portion of the property located at 5011 Brooks Street covered by this Agreement.

Agreement No. 10-121 has been sent to the escrow company, which will prepare escrow instructions to be reviewed and signed by both parties. Upon compliance with all conditions of escrow, the escrow company would record the grant deed to complete the purchase transaction. The City Council is being requested to accept the grant deed so it could be recorded at the appropriate time and to authorize City Manager Edward Starr to sign all documents related to the escrow.

FISCAL IMPACT: Acceptance of Grant Deed No. 1661 would not incur any costs to the City. Costs associated with escrow, including title insurance, are estimated at under \$5,000.

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

1. Accept Grant Deed No. 1661 for a portion of property located at 5011 Brooks Street.
2. Authorize City Manager Edward Starr to sign escrow documents as necessary associated with Purchase and Sale Agreement No. 10-121.

Prepared by: 
Proofed by: 

Reviewed and Approved by: 
Presented by: 

RECORDING REQUESTED BY:

City of Montclair
5111 Benito Street
Montclair, CA 91764

WHEN RECORDED MAIL TO:

Same as above

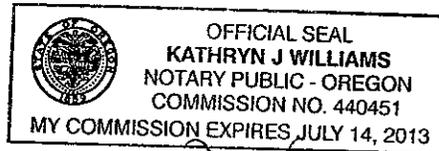
RECORDER:

Record without fee subject to Govt. Code
6103. Recordation required to complete
chain of title

UNINCORPORATED AREA A.P.N.: 1011-012-08	GRANT DEED	DOCUMENT TRANSFER TAX \$ 0.00 PER REVENUE & TAXATION CODE SECTION 11922
--	-------------------	---

BASIN VENTURES-LA, INC., A CALIFORNIA LIMITED LIABILITY COMPANY

For a valuable consideration receipt of which is hereby acknowledged, hereby GRANTS to the CITY OF MONTCLAIR, a municipal corporation, the real property in the County of San Bernardino, California, described as follows: Exhibit "A", Legal Description, and Exhibit "B", Plat, attached hereto and made a part hereof.



William D. Steuber 10-12-10
DATE

Multnomah County State of Oregon
Kathryn J. Williams Notary
[Signature]

The grantors understand that the lands are hereby conveyed in fee.

ACCEPTANCE:

This is to certify that the interest in the LANDS conveyed by the within instrument to the City of Montclair, a municipal corporation, is hereby accepted by the undersigned officer/agent on behalf of the City Council, and the Grantee consents to the recordation thereof by its duly authorized officer/agent.

Date: _____

Title: City Clerk

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable

Name	Street Address	City & State
------	----------------	--------------

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;

THE WESTERLY 5.0 FEET OF SAID PARCEL 1 EXCEPTING THERE FROM THE FOLLOWING DESCRIBED LAND;

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;

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 7.12 FEET;

THENCE SOUTH 89° 24' 41" WEST A DISTANCE OF 5.09 FEET.

THE ABOVE PARCEL OF LAND CONTAINS 1,811 SQ. FT. OR 0.04 ACRES MORE OR LESS;

EXHIBIT B IS ATTACHED HERETO AND A PART HEREOF.

THIS DESCRIPTION PREPARED BY ME OR UNDER MY SUPERVISION.

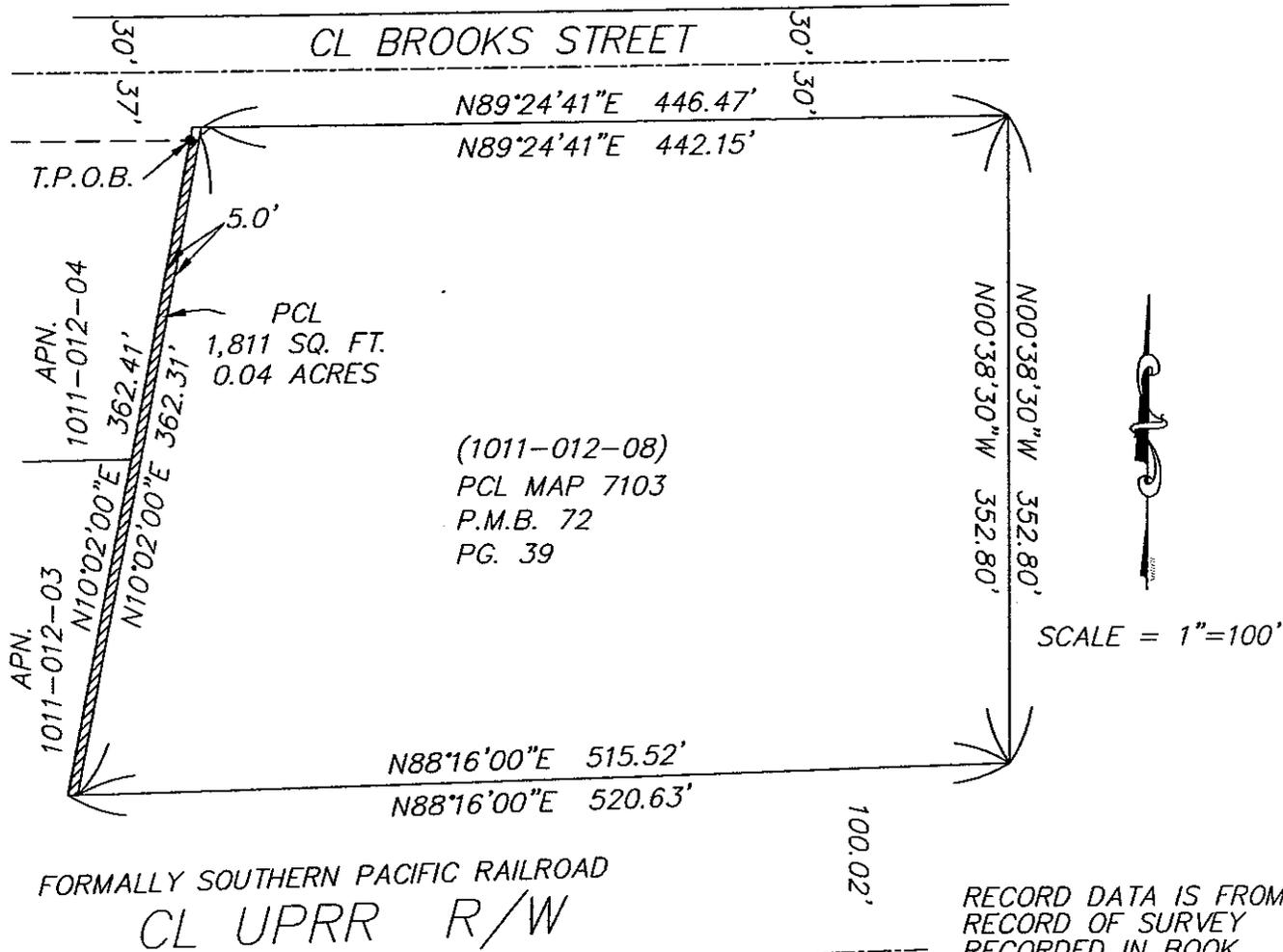
 May 11, 2009
DOUGLAS H. MAYS, P.E. DATE
RCE NO. 21062 LICENSE EXPIRES 9-30-09



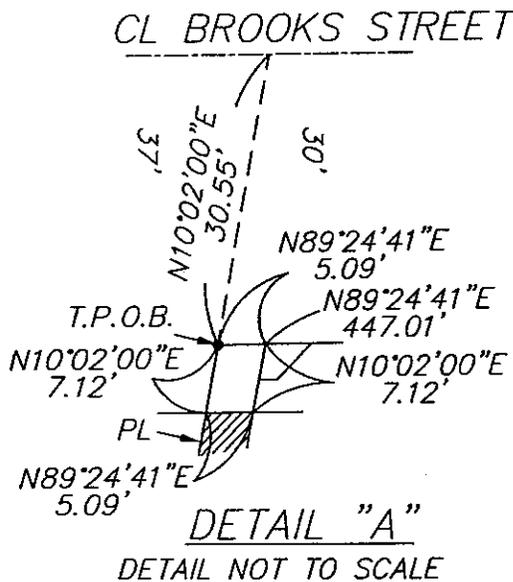
EXHIBIT "B"

ASSESSORS PARCEL NUMBER

1011-012-08



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;

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.

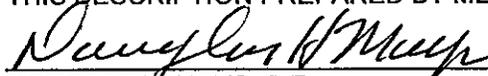
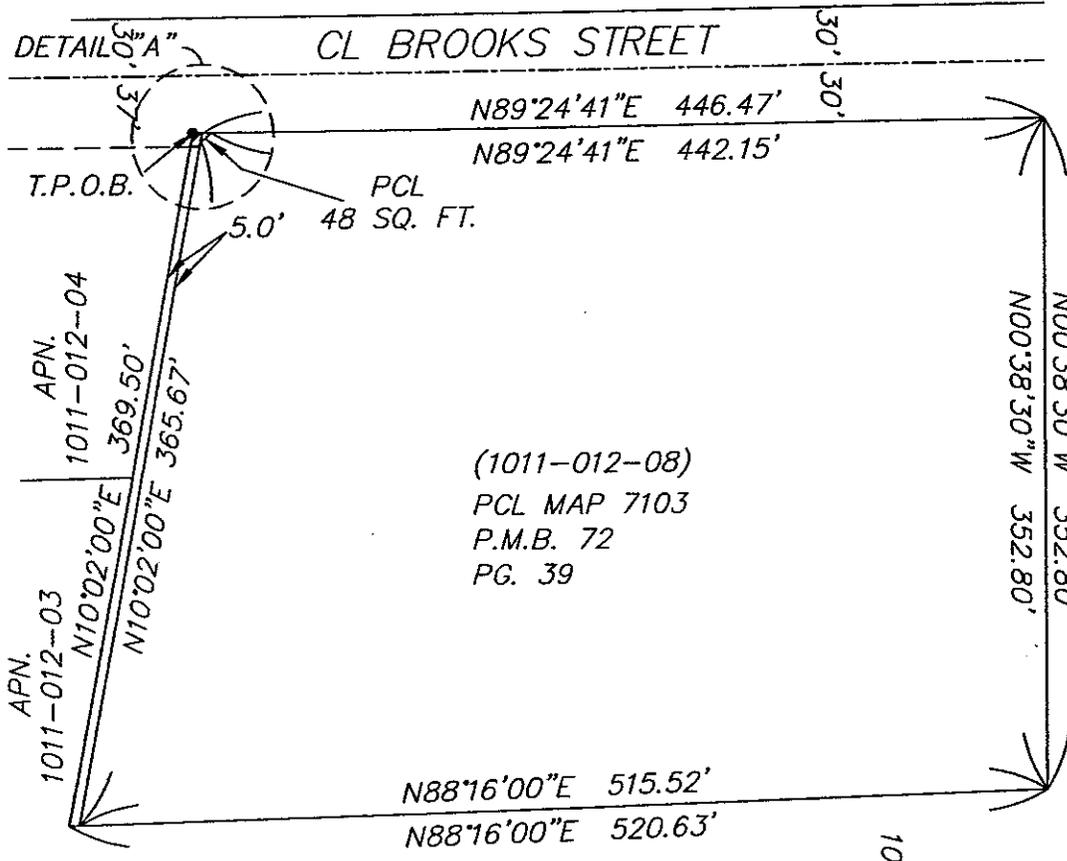
 May 11, 2009
DOUGLAS H. MAYS, P.E. DATE
RCE NO. 21062 LICENSE EXPIRES 9-30-09



EXHIBIT "B"

ASSESSORS PARCEL NUMBER
1011-012-08

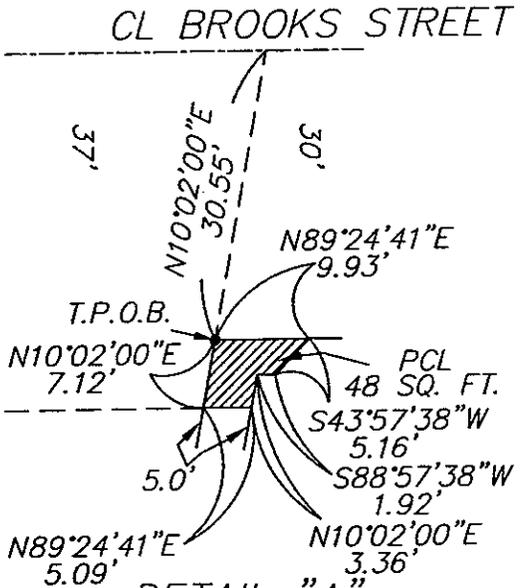


(1011-012-08)
PCL MAP 7103
P.M.B. 72
PG. 39

SCALE = 1"=100'

FORMALLY SOUTHERN PACIFIC RAILROAD
CL UPRR R/W

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



DETAIL "A"
DETAIL NOT TO SCALE



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

AGENDA REPORT

SUBJECT: CONSIDER "NO ACTION" ON ALCOHOLIC BEVERAGE PERMIT APPLICATION - TAQUERIA MI MEXICO

DATE: November 15, 2010

SECTION: ADMIN. REPORTS

ITEM NO.: 11

FILE I.D.: FLP025

BUSINESS PLAN: N/A

DEPT.: ADMIN. SVCS.

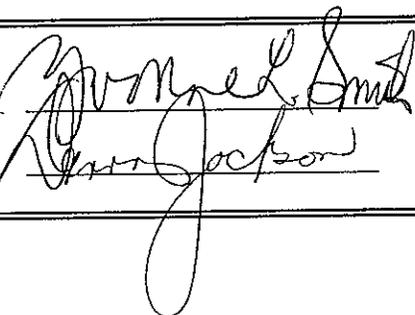
REASON FOR CONSIDERATION: Applications for Alcoholic Beverage Licenses are routinely presented to the City Council for review.

BACKGROUND: Julie Wenhua Chang and Mr. Yenchan Fan have applied for an "On-Sale Beer and Wine" license for Taqueria Mi Mexico, 5110 Holt Boulevard, Montclair, California.

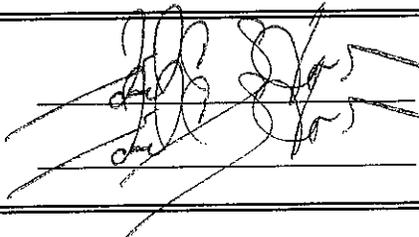
FISCAL IMPACT: No fiscal impact

RECOMMENDATION: Staff recommends the City Council take "No action" on the California Department of Alcoholic Beverage Control Application for Alcoholic Beverage License(s) for Taqueria Mi Mexico, 5110 Holt Boulevard, Montclair, California.

Prepared by:



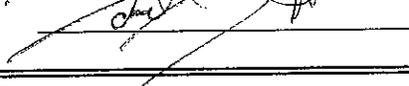
Reviewed and Approved by:



Proofed by:



Presented by:



AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 10-123 WITH MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT TO CONTINUE PROVIDING A COMPREHENSIVE FITNESS PROGRAM FOR THE FIRE DEPARTMENT

BUSINESS PLAN: N/A

DATE: November 15, 2010

SECTION: AGREEMENTS

ITEM NO.: 1

FILE I.D.: FRD205

DEPT.: FIRE

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 10-123 with Mt. San Antonio Community College District to continue providing a comprehensive fitness program for fire safety personnel. A copy of proposed Agreement No. 10-123 is attached for the City Council's review and consideration.

BACKGROUND: In 2003, the Fire Department applied for and received a Federal Emergency Management Agency (FEMA) Firefighters Assistance Grant in the amount of \$34,376. The purpose for this grant was to purchase exercise equipment and to establish a formal wellness program for each Firefighter, both of which have been accomplished. The purpose of the Fire Department's Wellness and Fitness Program is to allow Firefighters to continue training to meet the rigorous physical demands of their jobs and to prevent or minimize debilitating injuries.

The Mt. San Antonio Community College District Exercise Science and Wellness Center offers a comprehensive program that has been beneficial in our ongoing efforts to minimize injuries to our Firefighters. Proposed Agreement No. 10-123 would continue providing a fitness program that would include the following components:

1. A comprehensive fitness evaluation and health-risk assessment for all Firefighters participating in the program.
2. A group lecture provided by American College of Sports Medicine and/or National Strength and Conditioning Association certified instructors that emphasizes the development of exercise programs utilizing core training.

FISCAL IMPACT: The cost to continue the Wellness and Fitness Program is \$2,480. This amount has been allocated in the Fiscal Year 2010-11 Fire Department Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 10-123 with the Mt. San Antonio Community College District to continue providing a comprehensive fitness program for the Fire Department.

Prepared by: T. Cant

Reviewed and Approved by: [Signature]

Proofed by: Mari Bur

Presented by: [Signature]



1100 North Grand Avenue
Walnut, CA 91789-1399
Phone: 949-5611
www.mtsac.edu

AGREEMENT

1011-002

This Agreement is made on October 27, 2010 by and between Mt. San Antonio Community College District of 1100 North Grand Avenue, Walnut, California 91789 and Montclair Fire Department of 8901 Monte Vista, Montclair, California 91763.

The party who is contracting to receive services shall be referred to as "Client", and the party who will be providing the services shall be referred to as "District" in this Agreement.

The District has a background in Vocational Education and Training, and is willing to provide services to Client based on their background, and Client desires to have instructional services provided by District.

Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Beginning on November 1, 2010 and ending on June 30, 2011 District will provide the following services, (collectively the "Services") for up to 26 Fire employees.

Fitness Evaluation and Exercise Training/Lecture Program

The Fitness Evaluation is a screening tool used to evaluate an individual's health and fitness level. All tests are performed by a certified staff member. The Comprehensive Fitness Evaluation is comprised of a Health Risk Assessment Questionnaire, Fitness Evaluation, Cardiovascular Fitness Test, and a Printed Report. All information is confidential and provided to the individual during the interpretation. *(See Attachment A for details).*

COMPONENTS OF FITNESS EVALUATION - \$2,282

Health Risk Assessment Questionnaire

- Medical History
- Activity Index
- Cardiovascular Risk Profile
- Stress/Tension Level
- Nutrition Profile

BOARD OF TRUSTEES

Dr. Manuel Baca • Rosanne M. Bader • Judy Chen Haggerty, Esq. • Fred Chyr • Dr. David K. Hall

COLLEGE PRESIDENT / CEO - Dr. John S. Nixon

Fitness Evaluation

- Resting Vitals – Heart Rate & Blood Pressure
- Height and Weight
- Bodyfat Analysis
- Muscular Strength and Endurance Assessment
- Range of Motion Evaluation

Cardiovascular Fitness Test

- Sub-Max Bike Test with Heart Rate Measurement

Printed Report

- Personalized Comprehensive Fitness Analysis
- Identified Flagged Events and Risk Factors
- Confidential Interpretation
- Exercise Program Recommendations

Note: Evaluations do not include blood panels or x-rays

COMPONENTS OF EXERCISE/LECTURE TOPICS

- **Lecture Module – 3 hours Core Training \$198**

Sessions emphasizing a variety of fitness and nutrition topics including exercise adherence, behavior modification, reducing the risk of injury, and weight loss. Nutrition discussion addressing meal planning and healthy cooking for weight loss and reducing risk of disease. All conducted by an ACSM, NSCA, and/or certified instructor in the topic area.

2. **PRESENTER(S).** The District shall have the sole discretion in determining who will be assigned to serve as presenter(s).
3. **PAYMENT.** The training that is the subject of the Agreement shall be for the exclusive benefit of the Client and shall be open to its designees only. In consideration of the instructional and related services provided by the District, the Client agrees to pay the District the amounts determined as follows. Client will pay a total fee to District of \$2,480. The balance to be paid as services are completed and invoiced by the District. Client agrees to pay all invoices 30 days from date of invoice. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that District shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which District has not yet been paid.

4. **TERM/TERMINATION.** This Agreement shall automatically terminate upon District's completion of the services required by this Agreement. The District retains the right to cancel any services that is offered under this Agreement no later than 10 days before the first meeting of the service class. The Client retains the right to cancel any training that is offered under this Agreement no later than 10 days before the first meeting of the service class.
5. **RELATIONSHIP OF PARTIES.** It is understood by the parties that the District and its Instructor(s) is an independent contractor with respect to Client, and not an officer, agent or employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of District and its Instructor(s)/Presenter(s). The Client further agrees not to enter into a separate competitive agreement with any of the District's Instructor(s)/Presenter(s) from the date of this agreement until two (2) years after the completion of this agreement.
6. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Client:

Troy Ament, Fire Chief
Montclair Fire Department
8901 Monte Vista
Montclair, California 91763

District:

Virginia Burley, Vice President of Instruction
Mt. San Antonio Community College District
1100 North Grand Avenue
Walnut, California 91789

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

7. **NON-DISCRIMINATION.** Neither party to this Agreement shall, on the basis of ethnic group identification, religion, age, sex, color, or physical or mental disability, unlawfully deny any person the benefits of or unlawfully subject any person to discrimination in the operation of this agreement.

8. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
9. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
10. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
11. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
12. **INDEMNIFICATION.** Both parties shall indemnify, defend and hold harmless each other, the subsidiaries and the officers, agents, instructor(s), subcontractor(s) and employees from and against any and all liability and expenses including defense cost and legal fees and claims for damages of any nature whatsoever, arising out of the performance of the services described herein, caused in whole or in part by any negligent act or omission of either party, anyone directly or indirectly employed by either party or anyone for whose acts either party may be liable including, without limitation, any cost or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, including property of either party. The indemnification shall even apply in the event of the act, omissions, fault, or negligence, whether active or passive, of either party, but shall not apply to liability, expenses, claims or damages arising from sole negligence or willful misconduct of either party. This indemnity shall survive termination of this Agreement or final payment hereunder. This indemnification is in addition to any other rights or remedies which either party may have under the law or under this Agreement.
13. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of California.

14. TO BECOME EFFECTIVE, THIS AGREEMENT MUST BE SIGNED AND RETURNED TO THE DISTRICT PRIOR TO COMMENCEMENT OF SERVICE(S).

Agreed this day of October 27, 2010.

DISTRICT:

By: Virginia Burley
Virginia Burley, Vice President of Instruction
Mt. San Antonio Community College District

CLIENT:

By: _____
Paul Eaton, Mayor
City of Montclair

By: _____
Attest
Donna Jackson
City Clerk

By: Troy Ament
Troy Ament, Fire Chief
Montclair Fire District

95-6005731
Company Tax ID# (TIN)

**Mt. San Antonio College
Exercise Science/Wellness Center**

Public Safety Wellness Program

PHASE I

HEALTH RISK ASSESSMENT QUESTIONNAIRE

Medical History

Identifies an individual's past history. Risk for cardiovascular disease, pulmonary disease, metabolic disease, and orthopedic condition is evaluated.

Activity Index

In 1996, the Surgeon General released a report that identified, "Physical inactivity was deemed detrimental to your health." Evaluating an individual's activity level in an effort to prevent future injuries or complications is vital.

Cardiovascular Risk Profile

Identifies areas that elevate potential risk for the development of cardiovascular disease, the #1 killer in the United States.

Stress/Tension Level

Stress can be felt in a mental or physical form, however; the body reacts to it physically. Some examples include elevated blood pressure and heart rate, muscle fatigue, migraines and lapse of judgment. An individual's inability to cope with stressors predisposes him or her to the development of possible disease and health problems.

Nutrition Profile

Our questionnaire also evaluates an individual's nutritional habits. Recommendations are made to those whose nutrition intake could improve their health or fitness level.

**Mt. San Antonio College
Exercise Science/Wellness Center**

Public Safety Wellness Program

PHASE II

FITNESS EVALUATION

Resting Vitals

Assessing resting values of heart rate and blood pressure are excellent methods for helping to identify possible cardiovascular complications. They are also excellent tools for tracking progress.

Height and Weight

Bodyfat Analysis

A 3-site measurement is taken with skinfold calipers to estimate body fat percentage. An excessive amount of body fat increases the risk for developing heart disease, orthopedic conditions, pulmonary and metabolic diseases. Educating an individual on body fat increases his or her awareness in helping to prevent the development of these diseases and conditions. A more accurate body composition test can be performed called the hydrostatic weighing. It does require more time in preparation and administering and should be scheduled accordingly.

Digital Spirometry (Pulmonary Function Test)

Our digital spirometer measures Forced Vital Capacity (Lung Volume-FVC), Forced Expired Volume-1 second (FEV1), FEV1/FVC ratio, and Forced Expiratory Flow 25%-75%. Measured values are compared to predicted norms and evaluated for possible airway obstruction. Abnormalities may result from smoking, asthma, emphysema, and/or respiratory problems.

Muscular Strength and Endurance Assessment

Muscular strength is measured using a 1-repetition maximum (1RM) test for both the upper and lower body. A handgrip test is also used to assess an individual's grip strength. Muscular endurance is measured by using a one-minute sit-up test.

Range of Motion Evaluation

An individual's range of motion is measured with an emphasis on trunk flexion.

CARDIOVASCULAR FITNESS TEST

Sub-max Bike Test w/ Heart rate measurement

Identifies cardiovascular fitness at a sub-maximal level. Heart rate is measured through a series of stages with incremental workload adjustments.

**Mt. San Antonio College
Exercise Science/Wellness Center**

Public Safety Wellness Program

PHASE III

INTERPRETATION AND PRINTED REPORT

Personalized Comprehensive Fitness Analysis

Each individual receives a personalized printout highlighting strengths and weaknesses in the areas mentioned above. These results are shown graphically with comparisons based on norms of the same age, height, and gender.

Identified Flagged Events

Any value or area that is out of range or out of the norm is flagged and identified with easy to read summary sheets. Risk factors associated with various diseases; i.e., cardiovascular, pulmonary, and metabolic, are also identified.

Confidential Interpretation

Consists of a confidential, one-on-one session with staff regarding the outcomes of the testing analysis and a step-by-step review of information and recommendations for lifestyle, occupational and health improvement.

Exercise Program Recommendations

Current exercise program is evaluated and modifications and recommendations are made. Exercise program design can take place or simply modifying current exercise routine.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 10-124 WITH ONTARIO-MONTCLAIR
SCHOOL DISTRICT TO PROVIDE CASE
MANAGEMENT SERVICES

DATE: November 15, 2010

SECTION: AGREEMENTS

ITEM NO.: 2

**BUSINESS
PLAN:** N/A

FILE I.D.: HSV044

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 10-124 with the Ontario-Montclair School District (OMSD) to provide case management services. A copy of proposed Agreement No. 10-124 is attached for the City Council's review and consideration.

BACKGROUND: The Montclair Community Collaborative (MCC) was organized in 1996 as a partnership of the City of Montclair, OMSD, nonprofit agencies, colleges, businesses, and residents to strengthen the community. The Collaborative works to provide "a quality for all, by working together as diverse, committed individuals and organizations." It engages in ongoing strategic planning to identify resources and develop services for children, youth, and adults in the community.

The Montclair Community Collaborative's efforts resulted in the City of Montclair successfully obtaining a one-year competitive grant from the Inland Empire United Way (IEUW) to fund case management services in the community. The City Council approved Agreement No. 10-82 with IEUW on July 6, 2010. This contract requires the delivery of services through subcontracts to partner agencies.

Proposed Agreement No. 10-124 would provide IEUW grant funding to OMSD, a partner agency, for the following case management services in the Montclair community:

- Provide case management for at least 100 at-risk children and their families
- Recruit, train, and supervise case management interns
- Train case management interns on standards of case management referral and range of linkages/referrals for children and their families in the community
- Implement outcome-measurement activities and finalize evaluation reports

FISCAL IMPACT: OMSD would be awarded \$17,600 from the IEUW grant.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 10-124 with the Ontario-Montclair School District to provide case management services.

Prepared by:

M. Richter

Reviewed and
Approved by:

Steve Lustig

Proofed by:

Christine Smidely

Presented by:

[Signature]

**CITY OF MONTCLAIR
5111 BENITO STREET
MONTCLAIR, CALIFORNIA 91763
(909) 626-8571**

AGREEMENT FOR CONTRACTED SERVICES

THIS AGREEMENT is made and entered into this 15th day of November, 2010, by and between the City of Montclair, hereinafter referred to as the "CITY," and Ontario-Montclair School District, hereinafter referred to as the "OMSD."

1. Services To Be Performed by OMSD.

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

(b) **OMSD** may, at **OMSD's** own expense, employ such assistants as **OMSD** deems necessary to perform the services required of **OMSD** by this Agreement.

(c) **OMSD** 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 **CITY** and **OMSD** or any of **OMSD's** agents or employees. **OMSD** 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. **OMSD**, its agents and employees, shall not be entitled to any rights and/or privileges of **CITY's** employees and shall not be considered in any manner to be **CITY's** employees.

2. Compensation.

(a) Except as otherwise provided in this Agreement, **CITY** agrees to compensate **OMSD** for services rendered under this Agreement for a maximum of \$17,600 based on the Scope of Work, Attachment A.

(b) **CITY** will pay no additional amount for travel or other expenses of **OMSD** under this Agreement.

(c) **CITY** will provide **OMSD** with forms, which **OMSD** will use to request payment under this Agreement unless **OMSD** can provide such forms. For each one-month period of service, a "Request for Payment" form must be returned to **CITY** in triplicate.

(d) **CITY** will not withhold any federal or state income tax for payment made pursuant to this Agreement. **OMSD** 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 July 1, 2010, through June 30, 2011. Termination is pursuant to the provisions of Section 6 of this Agreement. CITY shall not be obligated to pay OMSD any additional consideration unless OMSD undertakes additional services, in which instance the consideration shall be increased as CITY and OMSD shall agree in writing.

4. Obligations of OMSD.

(a) During the term of this Agreement, OMSD agrees to diligently prosecute the work specified in the attached "Scope of Work" to completion.

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

(c) OMSD shall indemnify, pay for the defense of, and hold harmless CITY 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 OMSD's negligent or willful acts and/or omissions in rendering any services hereunder. OMSD 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 OMSD or any employee and shall further indemnify, pay for the defense of, and hold harmless CITY of and from any such payment or liability arising out of or in any manner connected with OMSD's performance under this Agreement.

5. Obligations of City.

(a) CITY agrees to comply with all reasonable requests by OMSD and to provide access to all documents reasonably necessary for the performance of OMSD's duties under this Agreement.

(b) CITY shall indemnify, pay for the defense of, and hold harmless OMSD 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 CITY's negligent or willful acts and/or omissions in rendering any services hereunder.

6. Termination of Agreement.

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

(b) Should **OMSD** default in the performance of this Agreement or breach any of its provisions, **CITY** may terminate this Agreement by giving written 30-day notification to **OMSD**.

(c) If at any time during the performance of this Agreement **CITY** determines, at its sole discretion, to suspend indefinitely or abandon the work under this Agreement, **CITY** shall have the right to terminate the performance of **OMSD's** services hereunder by giving written notification to **OMSD** of its intention to terminate. At any time during the performance of this Agreement the **OMSD** may terminate this Agreement by giving written 30-day notification to **CITY**.

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

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 **CITY** and **OMSD**. 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 **OMSD** 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 is 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 **CITY** may unilaterally amend the Agreement to accomplish the changes listed below:

- (1) Increase dollar amount
- (2) Administrative changes
- (3) Changes as required by law or the Inland Empire United Way

(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 **CITY**, **OMSD**, 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 or the State of California, at the request of **CITY** or as part of any audit of **CITY**, for a period of three (3) years after final payment is made under this Agreement. **OMSD** 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.

"CITY"
5111 Benito Street
Montclair, CA 91763
(909) 626-8571

"OMSD"
950 West "D" Street
Ontario, CA 91762
(909) 459-2505

By: _____
Paul M. Eaton
Mayor

By: _____
James Q. Hammond
Superintendent

Date: _____

ATTEST:

Donna M. Jackson
City Clerk

Signature

Printed Name

Title

ATTACHMENT A

Scope of Work

Services to be provided:

- Case management for at least 100 at-risk children and their families.
- Recruit case management interns.
- Conduct trainings of case management interns on standards of case management referral and range of linkages/referrals for children and their families in the community.
- Ongoing supervision and training support of case management interns.
- Implement outcome-measurement activities and finalize evaluation reports.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 10-125 WITH CHAFFEY COMMUNITY
COLLEGE DISTRICT IN SUPPORT OF ITS
GERONTOLOGY PROGRAM

DATE: November 15, 2010

SECTION: AGREEMENTS

ITEM NO.: 3

FILE I.D.: HSV044

BUSINESS

PLAN: N/A

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 10-125 with the Chaffey Community College District in support of its Gerontology Program. A copy of proposed Agreement No. 10-125 is attached for the City Council's review and consideration.

BACKGROUND: The Chaffey Community College District is requesting the City's support of its Gerontology Program in an effort to provide students with the opportunity for vocational education. Vocational education and training prepares students for careers based on traditionally nonacademic manual or practical activities related to a specific trade, occupation, or vocation.

It is proposed that the City of Montclair provide the field site for Gerontology Program students at the new Senior Center. Students enrolled in the Gerontology Program would have access to the City's senior programs and activities as well as to the participants of such for vocational education purposes.

The term of proposed Agreement No. 10-125 would be September 7, 2010, through September 6, 2013.

FISCAL IMPACT: There would be no direct fiscal impact on the City's General Fund should the City Council approve proposed Agreement No. 10-125.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 10-125 with the Chaffey Community College District in support of its Gerontology Program.

Prepared by:

M. Richter

Reviewed and
Approved by:

Tom Lester

Proofed by:

Christine Smidally

Presented by:

Tom Lester

AGREEMENT BETWEEN
 CHAFFEY COMMUNITY COLLEGE DISTRICT
 AND
 CITY OF MONTCLAIR

This AGREEMENT FOR VOCATIONAL EDUCATION ("Agreement"), dated September 7, 2010, is entered into by and among the governing board of the CHAFFEY COMMUNITY COLLEGE DISTRICT of San Bernardino County, State of California ("College") and City of Montclair ("Agency").

WITNESSETH:

WHEREAS, College operates a curriculum for students of the Gerontology Program and such curriculum includes an educational program ("Program"); and

WHEREAS, the said curriculum complies with all applicable laws and regulations; and

WHEREAS, the Agency operates facilities which are suitable for the Program; and

WHEREAS, all parties will benefit if students of the Program use the Agency which is located at 5111 Benito Street, Montclair, CA 91763 during their participation in the Program.

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement and in consideration of the representations made above the covenants and conditions set forth herein, the parties agree as follows:

I. OBLIGATIONS OF COLLEGE

COLLEGE SHALL:

- A. Provide off-campus programs in order that students fulfill required internship field experience.
- B. Provide a planned curriculum of experience in academic/vocational education.
- C. Provide supervision, guidance, and an evaluation process.
- D. Require every student to conform to all applicable Agency policies, procedures, and regulations, and to all additional requirements and restrictions agreed upon by representatives of the College and the Agency.
- E. Ensure that student/instructor ratios will be a minimum average 17/1.
- F. Ensure that its instructors and students in the Program maintain the confidentiality of any information received in the course of the Program and do not discuss, transmit, or narrate this information in any form.
- G. Each instructor will teach during the hours designated by the Director. Once the class hours are established, the instructor must not vary from these hours.
- H. In cooperation with the agency liaison, the Director/staff, will monitor the instructional services to ensure quality academic/vocational training.

II. OBLIGATIONS OF THE AGENCY

THE AGENCY SHALL:

- A. Permit access for the Program instructors and those students designated by the College to the facilities as necessary to participate in the Program, so long as such access does not interfere with the regular activities of the facilities.

- B. Maintain the facilities so that they at all times shall conform to the requirements of the state and/or federal regulations and other accrediting agencies.
- C. Recommend that the College withdraw from the facilities, any student who the Agency determines is not performing satisfactorily or is not complying with the Agency's policies, procedures, and regulations. Such recommendation shall be in writing and include a statement why the Agency recommends that the student be withdrawn. College shall comply with such a recommendation within five (5) days of receiving it.
- D. The Agency will provide an area where the instructor and his/her students can work on the objectives set for the quarter. the Agency will also provide a reasonable amount of space for the storage of instructional supplies and equipment.

III. INSURANCE

A. College shall maintain in full force and effect, at its sole expense and written by carriers acceptable to the Agency, (1) comprehensive general liability insurance to cover College's, employees and students while at the facilities at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate and (2) professional liability insurance for such employees and students at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

B. College shall cause the policies for such professional and general liability to name the Agency as additional insureds and to require thirty (30) days written notice to the Agency prior to the effective date of any material change to or cancellation of such policies. College shall present the Agency with satisfactory evidence of compliance with these insurance requirements immediately after execution of this Agreement.

C. College shall extend its usual workers' compensation insurance to cover all students and employees who are participating in the Program at the Agency.

IV. INDEMNIFICATION

A. College shall indemnify and hold harmless the Agency and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or cause of actions, including the payment of reasonable attorneys' fees and costs for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from or in any way connected with the negligent performance of or failure to perform obligations hereunder by College, its officers, partners, employees, students or agents.

The foregoing indemnity and hold harmless obligation of College includes and applies without limitation to injury or damages to indemnitees, the Clinical Agency, patients, third parties, or any or all of them and their respective property, officers, partners, employees, or agents.

B. The Agency shall indemnify and hold harmless the College and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or cause of actions, including the payment of reasonable attorneys' fees and costs for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from or in any way connected with the negligent performance of or failure to perform obligations hereunder by the Agency, its officers, partners, employees, or agents.

The foregoing indemnity and hold harmless obligation of the Agency includes and applies without limitation to injury or damages to indemnitees, the College, instructors, students, third parties, or any or all of them and their respective property, officers, partners, employees, or agents.

C. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

V. STATUS OF COLLEGE, ITS PERSONNEL, AGENCY

The parties expressly understand and agree that:

A. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between College and the Agency and their employees, students, partners, or agents, but rather is an agreement by and among independent Agencies.

B. College's instructors and students are present at the facilities only for educational purposes, and such instructors and students are not to be considered employees or agents of the Agency (except as specifically identified in this agreement) for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or any other fringe benefits of employment. None of the College's students, instructors, employees, or agents shall receive any compensation from the Agency.

C. The Agency will assess no fees to the College for the use of the Agency's resources; likewise, the students will receive no remunerations from the Agency for services incidental to their experiences.

VI. PUBLICITY

Neither College nor the Agency shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify another party or its facilities with respect to the Program without the prior written consent of the other party.

VII. TERM, TERMINATION AND AMENDMENT

A. The term of this agreement shall commence when it is fully executed and shall be effective for three (3) years. However, this agreement may be modified or revised at any time, by mutual consent, in writing, and signed by all parties.

B. This Agreement may be terminated, with or without cause, by either party after giving the other party thirty (30) days advance written notice of its intention to terminate. However, any such termination by the Agency shall not be effective, at the election of College, as to any student who at the date of mailing of said notice by the Agency was participating in the Program until such student has completed the education.

C. Any written notice given under this Section VII shall be sent, postage prepaid, by certified mail, return receipt requested, to the following person(s), as the case may be:

CHAFFEY COMMUNITY COLLEGE DISTRICT
5885 Haven Avenue
Attn: Program Coordinator/Director

CITY OF MONTCLAIR
5111 Benito Street
Montclair, CA 91763

VIII. ASSIGNMENT

Neither College nor Agency shall assign its respective rights or obligations pursuant to this agreement without the express written consent of the other party.

IX. RULES OF CONSTRUCTION

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either College or the Agency. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

X. ENTIRE AGREEMENT

This Agreement contains the final, complete, and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect.

XI. JURISDICTION

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of the State.

XII. EXECUTION

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto.

XIII. SEVERABILITY

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

XIV. AUTHORIZATION

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

CHAFFEY COMMUNITY COLLEGE DISTRICT
of San Bernardino County

CITY OF MONTCLAIR

By: *Lisa Bailey*
Lisa Bailey
Executive Director, Human Resources

Paul M. Eaton, Mayor

9-24-10
Date

Date

ATTEST:

Donna M. Jackson, City Clerk

Date

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
NOVEMBER 1, 2010, AT 7:43 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Eaton called the meeting to order at 7:43 p.m.

II. ROLL CALL

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

III. APPROVAL OF MINUTES

**A. Minutes of the Regular Personnel Committee Meeting of
October 18, 2010.**

Moved by Mayor Eaton, seconded by Council Member Ruh, and
carried unanimously to approve the minutes of the Personnel
Committee meeting of October 18, 2010.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

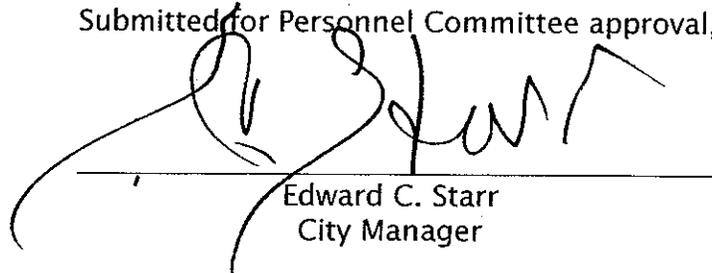
At 7:44 p.m., the Personnel Committee went into Closed Session
regarding personnel matters related to appointments, resignations/
terminations, and evaluations of employee performance.

At 8:02 p.m., the Personnel Committee returned from Closed Session.
Mayor Eaton stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 8:02 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager