

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

December 20, 2010

7:00 p.m.

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

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

Page No.

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

**II. INVOCATION**

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

**III. PLEDGE OF ALLEGIANCE**

**IV. ROLL CALL**

**V. PRESENTATIONS**

A. Presentation of 2010 Holiday Home Decoration Contest Winners

**VI. PUBLIC COMMENT**

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

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

**VII. PUBLIC HEARINGS**

A. First Reading - Consider Adoption of Ordinance No. 10-919 Related to Adoption of the 2010 Edition of the California Fire Code [CC]

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**VIII. CONSENT CALENDAR**

A. Approval of Minutes

1. Minutes of Regular Joint Council/Agency/MHC Meeting of November 15, 2010

2. Minutes of Adjourned Joint Council/Agency Meeting of December 6, 2010
3. Minutes of Regular Joint Council/Agency/MHC Meeting of December 6, 2010
4. Minutes of Adjourned City Council Meeting of December 8, 2010

B. Administrative Reports

- |                                                                                                                                                                                                           |    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 1. Consider Receiving and Filing of Treasurer's Report [CC]                                                                                                                                               | 21 |
| 2. Consider Approval of Warrant Register and Payroll Documentations [CC]                                                                                                                                  | 22 |
| 3. Consider Receiving and Filing of Treasurer's Report [RDA]                                                                                                                                              | 23 |
| 4. Consider Approval of Warrant Register [RDA]                                                                                                                                                            | 24 |
| 5. Consider Receiving and Filing of Treasurer's Report [MHC]                                                                                                                                              | 25 |
| 6. Consider Approval of Warrant Register [MHC]                                                                                                                                                            | 26 |
| 7. Consider Setting a Public Hearing to Consider Resolution No. 11-2871 Repealing Resolution No. 09-2796 and Revising the Bail Schedule for Parking Violations [CC]                                       | 27 |
| 8. Consider Acceptance of Grant Deed No. 1660, an Easement for Street Improvements Located at 11118 Fremont Avenue, Associated with the Fremont Avenue and Howard Street Improvement Project-Phase 2 [CC] |    |
| Consider Authorization to Advertise for Bid Proposals for Construction of the Fremont Avenue and Howard Street Improvement Project-Phase 2 [CC]                                                           | 31 |
| 9. Consider Authorizing the Purchase of Education Materials for Proper Use of the 9-1-1 System [CC]                                                                                                       | 36 |
| 10. Consider Declaring Unclaimed Bicycles in Police Custody as Surplus and Available for Donation to the California Institution for Women [CC]                                                            | 37 |
| 11. Consider "No Action" on Alcoholic Beverage Permit Application - Chipotle Mexican Grill, Inc. [CC]                                                                                                     | 39 |
| 12. Consider "No Action" on Alcoholic Beverage Permit Application - 7-Eleven Store 2171-22849 [CC]                                                                                                        | 40 |

C. Agreements

- |                                                                                                                                                                                                                                                                       |    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 1. Consider Approval of Agreement No. 10-139 with Kaiser Foundation Hospitals, Southern California Region, to Fund Capacity Building Efforts at the Montclair Medical Clinic [CC]                                                                                     | 41 |
| 2. Consider Approval of the Filing of a Notice of Completion for Construction of the Interior Remodel and Site Improvements for the New Youth Center Project; Reduction of Faithful Performance Bond to 10 Percent; and Retention of Payment Bond for Six Months [CC] |    |
| Consider Release of Retention 30 Days After Recordation of Notice of Completion [CC]                                                                                                                                                                                  |    |

(continued on next page)

Consider Approval of Agreement No. 10-140 Amending Agreement No. 10-22 with Cavalier Construction for Miscellaneous Construction Work Associated with the Montclair Youth and Senior Centers and \$20,000 Increase of Compensation Due Pursuant to Agreement No. 10-22 [CC]

Consider a \$31,200 Transfer from the Construction Contingency for Construction of the Interior Remodel and Site Improvements for the New Youth Center Project to the Mission Boulevard Improvement Phase 8 Project [CC]

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3. Consider Approval of Agreement No. 10-141 with Government Finance Officers Association for Strategic Plan Advisory Services [CC]

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4. Consider Approval of Agreement No. 10-142 Amending Agreement No. 10-109 with the Hope Through Housing Foundation to Include Additional Terms and Conditions to the Contract [CC]

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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: 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

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

Property: 10333 Pradera Avenue

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

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

Under Negotiation: Recommendations Regarding a Purchase Offer

- B. City Manager/Executive Director
- C. Mayor/Chairman
  - 1. Reorganization of 2010-12 City Council Committee/Liaison Assignments
- D. Council/Agency Board
- E. Committee Meeting Minutes *(For Informational Purposes Only)*
  - 1. Minutes of the Personnel Committee Meeting of December 8, 2010

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**XIV. ADJOURNMENT OF CITY COUNCIL AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS**

*The City Council will adjourn this evening's meeting in memory of Mr. George C. Klotz, former Montclair City Council Member, who passed away on December 8, 2010, after a courageous battle with cancer. Mr. Klotz was a Council Member from 1980 to 1984. He will be sadly missed.*

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

**XV. CLOSED SESSION ANNOUNCEMENTS**

**XVI. ADJOURNMENT OF REDEVELOPMENT AGENCY BOARD OF DIRECTORS**

*The next regularly scheduled City Council, Redevelopment Agency, and Montclair Housing Corporation meetings will be held on Monday, January 3, 2011, 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 December 16, 2010.*

# AGENDA REPORT

**SUBJECT:** CONSIDER ADOPTION OF ORDINANCE  
NO. 10-919 RELATED TO ADOPTION OF  
THE 2010 EDITION OF THE CALIFORNIA  
FIRE CODE

FIRST READING

**BUSINESS  
PLAN:** N/A

**DATE:** December 20, 2010

**SECTION:** PUBLIC HEARINGS

**ITEM NO.:**

**FILE I.D.:** FRD300

**DEPT.:** FIRE

**REASON FOR CONSIDERATION:** The City Council is requested to consider adopting Ordinance No. 10-919 related to adoption of the 2010 Edition of the California Fire Code.

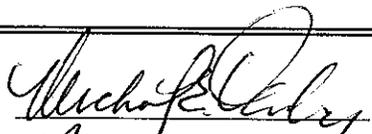
**BACKGROUND:** Every three years, the City adopts the latest version of the California Fire Code. The State of California has chosen to adopt the most recent version of the California Fire Code (2010 Edition), which is based on the 2009 International Fire Code and is part of the California Code of Regulations, Title 24, Part 9.

The 2010 California Fire Code merges the state's amendments with the International Fire Code. This updated version includes the most recent fire safety requirements in an effort to maintain a code that is current and useful. The California Building Standards Commission incorporates many of its regulations and amendments unique to California into the Fire Code. Ordinance No. 10-919 proposes adoption of the 2010 California Fire Code and includes local modifications to the Fire Code, which would allow the Fire Department to provide the highest level of fire and life safety services to the residents and businesses of Montclair.

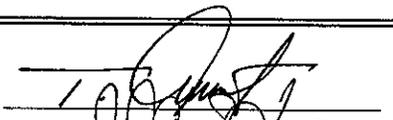
**FISCAL IMPACT:** There would be no fiscal impact associated with the Council's adoption of proposed Ordinance No. 10-919.

**RECOMMENDATION:** Staff recommends the City Council adopt the first reading of Ordinance No. 10-919 related to adoption of the 2010 Edition of the California Fire Code.

Prepared by:


Reviewed and  
Approved by:


Proofed by:

Presented by:

**ORDINANCE NO. 10-919**

**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 FIRE CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, DELETIONS, AND EXCEPTIONS INCLUDING FEES AND PENALTIES**

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

**SECTION I.** Section 10.02.010, "Definitions," of Chapter 1.02 of the Montclair Municipal Code is hereby amended to include the following revised existing definitions:

**Section 10.02.010 Definitions.**

**Fire control center** means a central location within a high-rise building for Fire Department operations and monitoring of such systems and equipment as required in this title. For the purpose of this section, fire control center also means fire command center.

**High-rise building**, in other than Group 1-2 occupancies, means every building of any type of construction or occupancy having floors used for human occupancy located more than 75 feet above the lowest floor level having building access (see California Building Code Section 403.1.2), except buildings used as hospitals as defined in Health and Safety Code Section 1250.

**SECTION II.** Article I of Chapter 10.28 of the Montclair Municipal Code is hereby repealed in its entirety and replaced with the following:

**Article I. Fire Prevention**

**Section 10.28.010 Adoption of the California Fire Code, 2010 Edition.**

- A. There is adopted by the City Council for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion, that certain Code known as the California Fire Code, 2010 Edition, based on the 2009 International Fire Code as published by the "International Code Council," and referenced as the California Code of Regulations, Title 24, Part 9, including: Appendix Chapter 4, and Appendices B, BB, C, CC, D, E, F, and H, and the whole thereof, save and except such portions as are hereinafter deleted, modified, or amended by this chapter. The California Fire Code and its appendix chapters will be on file for public examination in the Office of the Fire Marshal, and the same are hereby adopted and incorporated as fully as if set out at length in this chapter, and from the date on which the

Ordinance codified in this chapter shall take effect, the provision thereof shall be controlling within the corporate limits of the City of Montclair and the jurisdiction of the Fire Department.

- B. The modifications and changes adopted in this Chapter are reasonably necessary because of local climatic, geological, and topographical conditions as set forth in Resolution No. 10-2869 attached to the Ordinance codified in this Chapter as Exhibit A and incorporated in this Chapter as though fully set forth. These facts and findings are made pursuant to Sections 17958, 17958.5, and 17958.7 of the California Health and Safety Code and the California Building Standards Commission.

**Section 10.28.020 Bureau of Fire Prevention—Established—Supervision.**

- A. The California Fire Code shall be enforced by the Office of the Fire Marshal in the Fire Department of the City, which is established and which shall be operated under the supervision of the Chief of the Fire Department.
- B. The Chief of the Fire Department shall also act as the Fire Marshal.

**Section 10.28.030 Storage of flammable or combustible liquids—Districts in which prohibited.**

- A. The limits referred to in Chapter 32, Section 3204.3.1.1 of the California Fire Code in which the storage of flammable cryogenic fluids in stationary containers outside of buildings is restricted are established as follows: The storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited.
- B. The limits referred to in Chapter 34, Section 3404.2.9.6.1 of the California Fire Code in which the storage of Class I and Class II flammable and combustible liquids in aboveground tanks outside of buildings is restricted are established as follows: The storage of Class I and Class II flammable and combustible liquids in aboveground tanks outside of buildings is prohibited.
- C. Section 3404.2.9.6.1 is amended to include the limits of storage of Class IIIA and Class IIIB combustible liquids in aboveground tanks outside of buildings is restricted and amended as follows: The storage of Class IIIA and Class IIIB liquids in aboveground tanks outside of buildings shall be limited to tanks not exceeding 500 gallons.
- D. Section 3404.2.9.6.1.1, "Location of tanks with pressures 2.5 psig or less," is amended to read as follows:

Aboveground tanks operating at pressures not exceeding 2.5 psig (17.2 kPa) for the storage of Class I, II, or IIIA liquids shall be restricted to listed concrete vaults

in industrial and manufacturing areas where, in the opinion of the Fire Chief, aboveground tanks would not create undue hazard to nearby occupants or property. Quantities shall be limited to 1000 gallons of Class I liquid and 2000 gallons of Class II and IIIA liquids. In no case shall the aggregate of Class I and Class II liquids exceed 2500 gallons at one site.

- E. Section 3404.2.9.6.1.2, "Location of tanks with pressures exceeding 2.5 psig," is amended to read as follows:

Aboveground tanks operating pressures exceeding 2.5 psig (17.2 kPa) or equipped with emergency venting allowing pressures to exceed 2.5 psig (17.2 kPa) for the storage of Class I, II, or IIIA liquids shall be restricted to listed concrete vaults in industrial and manufacturing areas where, in the opinion of the Fire Chief, aboveground tanks would not create undue hazard to occupants or property. Quantities shall be limited to tanks not exceeding 1000 gallons of Class I liquid and 2000 gallons of Class II and IIIA liquids. In no case shall the aggregate of Class I and Class II liquids exceed 2500 gallons at one site.

- F. Section 3404.2.9.6.1.5, "Location of tanks for Class IIIB liquids," is amended to read as follows:

Aboveground tanks for the storage of Class IIIB liquids, excluding unstable liquids, shall be restricted to industrial and manufacturing areas where, in the opinion of the Fire Chief, aboveground tanks would not create undue hazard to occupants or property. Quantities shall be limited to tanks not exceeding 2500 gallons. In no case shall the aggregate of Class IIIB liquids exceed 5000 gallons at one site.

**Section 10.28.040 Storage of liquefied petroleum gas restricted.**

The limits referred to in Chapter 38, Section 3804.2 of the California Fire Code, in which the storage of liquefied petroleum gas is restricted, are established as follows: Aboveground liquefied petroleum gas containers shall be limited to containers of not more than 500 gallons water capacity. The maximum aggregate capacity per site shall not exceed that as specified in Section 3804.2.

**Section 10.28.050 Storage of explosives and fireworks restricted.**

Chapter 33, Section 3301.1, "Scope," is amended to read as follows:

3301.1 Scope. The storage of explosives is prohibited within the jurisdiction. Exceptions: Exceptions are as outlined in Section 3301.1:

- (1) The Armed Forces of the United States, Coast Guard, or National Guard.
- (2) Explosives in forms prescribed by the official United States Pharmacopeia.
- (3) The possession, storage, and use of small arms ammunition when packaged in accordance with DOTn packaging requirements.
- (4) The use of explosive materials by federal, state, and local regulatory, law enforcement, and fire agencies acting in their official capacities.
- (5) Items preempted by federal regulations.

**Section 10.28.060 Amendments to the California Fire Code.**

A. Subsection 103.4.2 is added to Section 103 of Chapter 1 of the California Fire Code to read as follows:

103.4.2 Liability for Costs. The expenses for the response or any action by the Montclair Fire Department that is the result of a violation of the provisions of this Code or any damage caused by malicious mischief or any action determined to be negligent requiring any assistance, corrective, or preventive action conducted by Fire Department personnel shall be a charge against the responsible person, company, or agent whose violation or action caused the Fire Department response. Expenses caused by such response or actions shall constitute a debt of such person, company, or agent. The Fire Chief shall keep an itemized account of expenses incurred by the City in carrying out the duties hereunder and shall prepare and file a report of such expenses, as outlined in the Montclair Fire Department Policy Manual, with the City Treasurer, together with the names and addresses of those responsible. The City Treasurer shall give notice to such person, company, or agent, who shall be afforded an opportunity to be heard regarding such charges by requesting to be heard within 15 days after the mailing of such notice. The City Treasurer shall take such reasonable and necessary action to

recover such expenses from any and all responsible persons, companies, or agents.

- B. Subsection 104.10.2 is added to Section 104 of Chapter 1 of the California Fire Code to read as follows:

104.10.2 Police Powers. The Fire Chief and members of the arson investigation unit shall have the powers of a police officer in performing their duties under this Code and as defined in Section 830.37 of the California Penal Code.

- C. Subsection 105.3.9 is added to Section 105 Chapter 1 of the California Fire Code to read as follows:

105.3.9 Conditions of Permits. Fees. The City Council of the City of Montclair shall establish, as permitted by law, standard governing fees for the issuance of permits. Said fees shall be established by Resolution.

- D. Subsection 108.1 Board of Appeals established.

Subsection 108.1 of Section 108 of Chapter 1 of the California Fire Code is hereby deleted in its entirety.

- E. Subsection 109.3 of Section 109 of Chapter 1 of the California Fire Code is amended to read as follows:

109.3 Violation penalties. Persons who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the Fire Chief or his designee, or of a permit or certificate used under provisions of this Code, shall be guilty of a misdemeanor, punishable by a fine of not more than One Thousand (1,000) dollars or by imprisonment in the City or County jail for a period not to exceed 180 days, or by both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

- F. Subsection 315.3.3 is added to Section 315 of the California Fire Code to read as follows:

315.3.3 Mobile Home Sales Lots. The spacing between individual mobile homes located on mobile home

sales lots shall not be less than ten (10) feet and not less than five (5) feet from any property line.

- G. Subsection 503.2.4 of Section 503 of the California Fire Code is amended to read as follows:

503.2.4 Turning radius. The required turning radius of a fire apparatus access road or any required interior roadway of any facility or commercial or residential development shall be determined by the Fire Department.

- H. Subsection 503.4.1 is added to Section 503.4 of the California Fire Code to read as follows:

503.4.1 Penalties. The parking of vehicles within a properly posted or designated fire apparatus access road may be cited or removed at the owner's expense as provided by law.

- I. Subsection 903.2 of the California Fire Code is replaced to read as follows:

903.2 Where required. Approved automatic fire sprinkler systems in buildings and structures shall be required in the locations described in Sections 903.2.1 through 903.2.12 and as follows:

- (1) Every structure hereafter constructed, erected, or moved onto a property, regardless of separation walls as outlined in the California Building Code, shall have an approved automatic fire sprinkler system installed throughout therein.
- (2) Every structure, except Group R, Division 3, and Group R, Division 4 occupancies, hereafter remodeled, rebuilt, or renovated where such costs exceed fifty (50) percent of the assessed valuation as determined by the San Bernardino County Tax Assessor shall have an approved automatic fire sprinkler system installed throughout therein.
- (3) Group R, Division 3, and Group R, Division 4 occupancies, including attached Group U occupancies, where fifty (50) percent or more of the existing floor area is hereafter added to, remodeled, rebuilt, or renovated shall have an approved automatic fire

sprinkler system installed throughout therein.

Exceptions:

- (1) Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries, and standby engines, provided those spaces or areas are equipped throughout with an automatic fire alarm system and are separated from the remainder of the building by fire barriers consisting of not less than one-hour fire-resistance-rated walls and two-hour fire-resistance-rated floor/ceiling assemblies.
- (2) Automatic fire sprinkler protection for fixed guideway transit systems shall be as per Section 903.2.17.
- (3) Outdoor, detached storage facilities of 200 square feet or less.
- (4) Any work for which a building permit is not required.
- (5) Block walls.
- (6) Swimming pools and spas.
- (7) Lattice patio covers.
- (8) Reroofing.
- (9) Decks.
  - (i) Except a covered deck constructed as part of a new building or structure.
- (10) Gazebos.

- J. Subsection 903.3.1 of the California Fire Code is amended to read as follows:

903.3.1 Standards. Sprinkler systems shall be designed and installed in accordance with Section 903.3.1.1, unless otherwise permitted by Sections 903.3.1.2 and 903.3.1.3, and the following:

- (1) Every sprinkler system shall have at least one (1) fire department connection located within fifty (50) feet of a fire hydrant.

Exceptions:

- (i) Sprinkler systems complying with NFPA 13 D.
  - (ii) Sprinkler systems supplying fewer than twenty (20) heads.
- (2) Sprinkler system risers shall be located within buildings or structures.
  - (3) Post indicator valves, riser control valves, or secondary control valves shall be located and installed as determined by the Montclair Fire Department.
  - (4) Each fire department connection and any controlling valves shall bear a nameplate indicating occupancy name, address, or both as determined by the Fire Department.
  - (5) Minimum underground pipe size shall be six (6) inches in diameter.

Exceptions:

- (i) Sprinkler systems hydraulically calculated may have an underground pipe size of a smaller diameter upon approval of the Fire Department.
  - (ii) Sprinkler systems designed per NFPA 13 D.
- (6) Minimum sprinkler system design requirements for new multioccupancy retail centers shall be as required for NFPA 13, ordinary hazard (group 2).
  - (7) Minimum sprinkler system design requirements for new industrial "spec" buildings shall be as required for NFPA 13, extra hazard (group 1).
  - (8) NFPA 13 R sprinkler systems shall utilize separate underground water mains to supply

the fire sprinkler system and the domestic water supply.

- K. Subsection 907.1.6 is added to Section 907 of the California Fire Code to read as follows:

907.1.6 False Alarms. More than two (2) false alarms transmitted from any required or nonrequired fire alarm system in a one (1) month period of time or three (3) false alarms transmitted from any required or nonrequired fire alarm system in any two (2) month period of time shall result in an assessment of fees for services provided by the Fire Department for all subsequent false alarms in the remainder of the calendar year.

- L. Subsection 1021.1.4 is added to Section 1021 of the California Fire Code to read as follows:

1021.1.4 Second Exit Required. Where the third floor and above within an individual dwelling unit, a Group R, Division 3 congregate residence, or a Group R, Division 4 occupancy exceeds 750 square feet of gross floor area, a second exit shall be provided. For the purposes of this section, the gross floor area shall include all interior and exterior walls, stairways, shafts, and courts.

**SECTION III.** Article II of Chapter 10.28 of the Montclair Municipal Code is hereby amended as follows:

**Article II. Permits, Reviews, and Fees**

**Section 10.28.100 Permits required.**

Section 10.28.100 is amended to read as follows:

10.28.100 Permits required.

Reference California Fire Code, Chapter 1, Subsection 105.1.1 of Section 105.

**SECTION IV.** Article III of Chapter 10.28 of the Montclair Municipal Code is hereby amended as follows:

**Article III. High-Rise Building Regulations**

**Section 10.28.150 Intent.**

Section 10.28.150(A) is repealed in its entirety.

Section 10.28.150(B) [now "Section 10.28.150(A)"] is amended to read as follows:

**10.28.150 Intent.**

A. If no specific standards or requirements are specified in this chapter, or contained within other applicable laws, adopted codes or ordinances, compliance with the standards of the American Insurance Association, Factory Mutual Engineering, the National Fire Protection Association, or other nationally recognized fire safety standards as are approved by the Fire Chief and Building Official, shall be deemed prima facie evidence of compliance with this intent.

**Section 10.28.160 Scope.**

Section 10.28.160(A) is amended to read as follows:

**10.28.160 Scope.**

A. Every high-rise building 75 feet in height above the lowest floor level having building access as defined in Section 10.02.010 hereafter constructed shall conform to Section 10.28.180.

**Section 10.28.220 Exits.**

Section 10.28.220(B) is amended to read as follows:

**10.28.220 Exits.**

B. Smoke-proof enclosures may be eliminated if all enclosed stairways are pressurized pursuant to the requirements of the California Building Code.

**Section 10.28.250 Seismic considerations.**

Section 10.28.250 is amended to read as follows:

**10.28.250 Seismic considerations.**

A. Every high-rise building shall have the anchorage of the following mechanical and electrical equipment designed and installed in accordance with the California Building Code for lateral force based on ASCE 7 unless data substantiating a lesser value is furnished.

- (1) Elevator drive and suspension systems.
- (2) Standby power and lighting facilities.

(3) Fire pumps, automatic fire extinguishing systems, and other fire protection equipment.

(4) Air handling equipment regulated by this chapter.

B. Verification of such conformance shall be substantiated by a licensed structural engineer.

**Section 10.28.280 Automatic sprinkler systems.**

Section 10.28.280(B) is amended to read as follows:

**10.28.280 Automatic sprinkler systems.**

B. In addition to the main water supply, a secondary onsite supply of water equal to the hydraulically calculated sprinkler design demand, plus 100 gallons per minute additional for the total standpipe system, shall be provided. This supply shall be automatically available if the principal supply falls, and shall have a duration of 30 minutes. The onsite supply of water as indicated above shall be maintained in a separate system from the public domestic water system, and shall conform to all applicable cross-connection requirements of the City Engineer's Office.

**Section 10.28.290 Fire control center.**

Section 10.28.290 of the Montclair Municipal Code is hereby repealed in its entirety and replaced with the following:

**10.28.290 Fire command center.**

A. Every high-rise building in excess of 75 feet, as specified in Section 10.28.160(B), shall be provided with a fire command center located near or adjacent to the main entrance to the building or at any location approved by the Fire Chief and Building Official. The fire command center shall be directly accessible from the outside of the building, consistent with standards developed by the Fire Chief.

B. The fire command center shall be designed to accommodate the functional control and command personnel required to conduct an emergency activity. There shall be a minimum net floor area of 200 square feet with minimum dimension of 1 foot. This floor area shall not be encumbered upon by any walls, equipment, or other appurtenances not necessary to the function of the room.

C. The fire command center shall be separated from the remainder of the building by not less than a one-hour fire barrier, or minimum construction as required by the California Building Code, with all openings protected by assemblies having a fire-resistive rating of not less than 90 minutes or minimum construction as required by the California Building Code.

D. The fire command center shall be used to house the following equipment:

- (1) Voice communication control equipment including equipment necessary to the function of the control unit and its display and status panels.
- (2) Fire alarm and fire detection control equipment including equipment necessary to the function of the control unit and its display and status panels.
- (3) Status indicators and controls for elevators.
- (4) Air handling system status indicators and control switches.
- (5) Controls for unlocking stairway doors and status board indicating whether such doors are locked or unlocked.
- (6) Sprinkler valve supervision and water flow detector display panels.
- (7) Alarm, water flow, and trouble signals shall be annunciated by means of an audible signal and a visual display, which indicates the building, floor, zone, or other designated area from which the alarm, water flow, or trouble signal originated.
- (8) Standby power status display and controls.
- (9) A telephone connected to the public telephone system adjacent to the Fire Department communication systems. This telephone to be for express use of the Fire Department. Telephones for building occupant use shall be separate.

- (10) Intercom to exterior of fire command center to allow for verbal communication without opening the door.
- (11) Supervision indicator of the Fire Department's cabinets.
- (12) Three certified copies of the building floor plans, mechanical plans, and electrical plans.
- (13) Three copies of the Fire Department pre-plans.
- (14) Other fire protection equipment and system controls, such as the following:
  - (a) Water tank level indicators.
  - (b) Fire pump controls and status indicators.
  - (c) Fire level indicator on auxiliary generators and fire pumps.
- (15) Any other similar equipment, controls, or status indicators as deemed necessary by the Fire Chief and Building Official.

E. Any equipment that is a status indicator shall be in the form of a graphic annunciator. The graphic annunciator shall be a line diagram of the building with the lights and activation switches in proper perspective on the diagram. The graphic annunciator shall be further keyed to the required building floor plans per floor and location on the floor.

F. As well as the graphic annunciator, an alphanumeric printout of all status indications or switch activations, along with the date and time of alarm or activation, shall be provided. This printout shall also be coded to provide the location of the activation on the building floor plans per floor and location of the floor.

G. The fire command center shall not be used for the housing of any boiler, heating unit, generator, or storage.

**Section 10.28.300 Emergency helicopter landing facility.**

Section 10.28.300 of the Montclair Municipal Code is hereby repealed in its entirety and replaced with the following:

### 10.28.300 Emergency helicopter landing facility.

Each high-rise building, in excess of 75 feet, as specified in Section 10.28.160(B) shall incorporate an emergency helicopter landing facility located on the roof of the building in an area approved by the Fire Department in accordance to Section 412.7 of the California Building Code and the following:

- A. A landing glide slope angle determined by a ratio of eight feet horizontal distance for every one foot of vertical clearance required. Two such approaches shall be available at least 90 degrees removed from each other.
- B. A clear, unobstructed landing and takeoff area with a minimum dimension of 100 feet by 100 feet and a reinforced touchdown area having a minimum dimension of 50 feet by 50 feet.
- C. If the roof has no parapet wall, a substantial fence or safety net shall be provided around the perimeter of the roof in such a manner that it will not restrict or reduce the required landing and takeoff area.
- D. A wind-indicating device shall be provided.
- E. The roof top shall be marked by an emergency marker as required by the Chief of the Fire Department.
- F. The roof top shall be marked with the numerical street address of the building with the numbers facing the street frontage corresponding to the address. The size of the numbers is to be three feet high and one foot wide.

### SECTION V. 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 VI. Effective Date.**

This Ordinance shall be in full force and effect on February 2, 2011.

**SECTION VII. 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, 2011.

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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. 10-919 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2011, and finally passed not less than five (5) days thereafter on the XX day of XX, 2011, by the following vote, to-wit:

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

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Donna M. Jackson  
City Clerk

## AGENDA REPORT

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

**DATE:** December 20, 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 November 30, 2010.

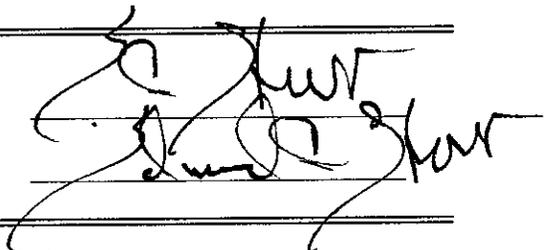
**FISCAL IMPACT:** Routine—report of City's cash and investments.

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

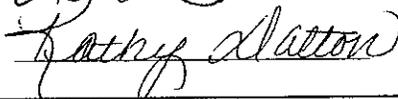
Prepared by:



Reviewed and  
Approved by:



Proofed by:



Presented by:

# AGENDA REPORT

**SUBJECT:** CONSIDER APPROVAL OF WARRANT REGISTER  
AND PAYROLL DOCUMENTATIONS

**DATE:** December 20, 2010

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 2

**FILE I.D.:** FIN540

**BUSINESS**

**PLAN:** N/A

**DEPT.:** ADMIN. SVCS.

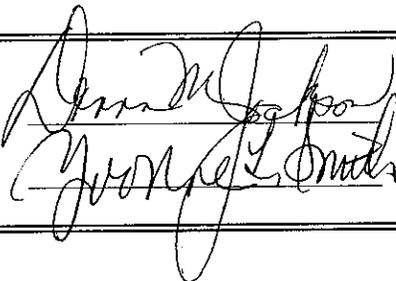
**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of the Warrant Register and Payroll Documentations.

**BACKGROUND:** Mayor Pro Tem Dutrey has examined the Warrant Register dated December 20, 2010, and Payroll Documentations dated October 24, 2010, and November 7, 2010, finds them to be in order and recommends their approval.

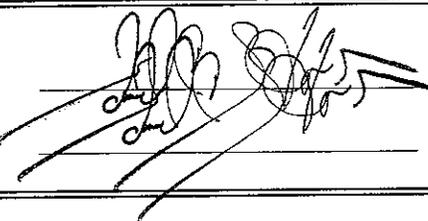
**FISCAL IMPACT:** The Warrant Register dated December 20, 2010, totals \$849,249.98. The Payroll Documentation dated October 24, 2010, totals \$944,424.43, with \$430,099.45 being the total cash disbursement. The Payroll Documentation dated November 7, 2010, totals \$596,529.29, with \$428,528.37 being 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

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

**DATE:** December 20, 2010

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 3

**FILE I.D.:** FIN510

**BUSINESS**

**PLAN:** N/A

**DEPT.:** REDEVELOPMENT

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**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 November 30, 2010.

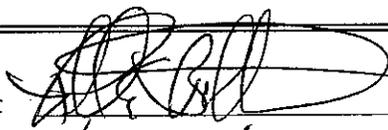
**FISCAL IMPACT:** Routine—report of the Agency's cash and investments.

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

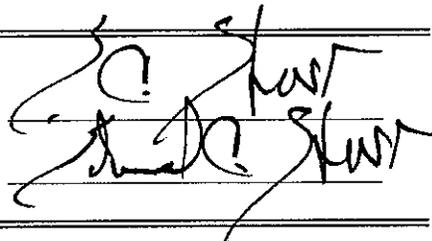
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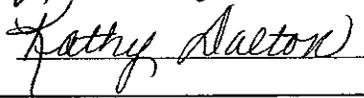
Prepared by:



Reviewed and  
Approved by:



Proofed by:



Presented by:

# AGENDA REPORT

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

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

**BACKGROUND:** Vice Chairman Dutrey has examined the Warrant Register dated 11/01/10 - 11/30/10 in the amounts of \$2,276.13 for Project I; \$237.76 for Project II; \$47,184.79 for Project III; \$20,011.13 for Project IV; \$54,561.63 for Project V; and \$15,093.04 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 November 30, 2010.

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Prepared by:

Proofed by:

Reviewed and  
Approved by:

Presented by:

## AGENDA REPORT

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

**DATE:** December 20, 2010

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 5

**BUSINESS  
PLAN:** N/A

**FILE I.D.:** FIN525

**DEPT.:** MHC

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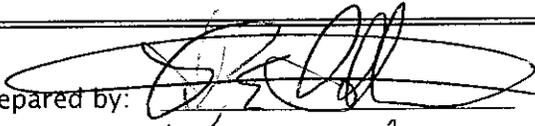
**REASON FOR CONSIDERATION:** State law requires the Montclair Housing Corporation Board of Directors to receive and file the Treasurer's Report.

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

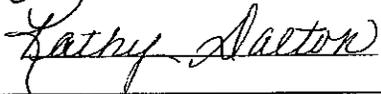
**FISCAL IMPACT:** Routine—report of the Montclair Housing Corporation's cash and investments.

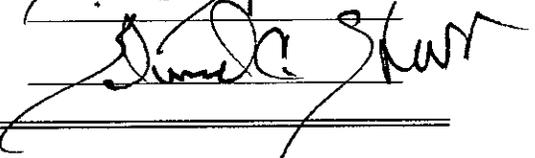
**RECOMMENDATION:** Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending November 30, 2010.

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Prepared by: 

Reviewed and  
Approved by: 

Proofed by: 

Presented by: 

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## AGENDA REPORT

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

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

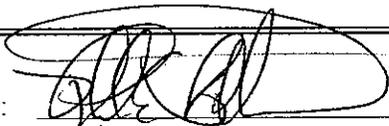
**BACKGROUND:** Vice Chairman Dutrey has examined the Warrant Register dated 11/01/10 - 11/30/10 in the amount of \$88,186.36 for the Montclair Housing Corporation and finds it to be in order.

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

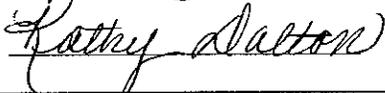
**RECOMMENDATION:** Vice Chairman Dutrey recommends approval of the Warrant Register for the period ending November 30, 2010.

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Prepared by:

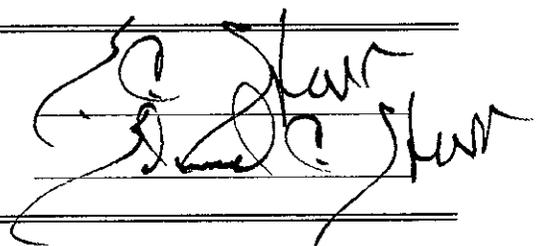


Proofed by:



Reviewed and  
Approved by:

Presented by:



## AGENDA REPORT

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**SUBJECT:** CONSIDER SETTING A PUBLIC HEARING  
TO CONSIDER RESOLUTION NO. 11-2871  
REPEALING RESOLUTION NO. 09-2796  
AND REVISING THE BAIL SCHEDULE FOR  
PARKING VIOLATIONS

**DATE:** December 20, 2010

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 7

**FILE I.D.:** FLP110

**DEPT.:** POLICE

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**BUSINESS**

**PLAN:** N/A

**REASON FOR CONSIDERATION:** The City Council is requested to consider setting a public hearing to consider Resolution No. 11-2871 repealing Resolution No. 09-2796 and revising the bail schedule for parking violations.

**BACKGROUND:** In January 1994, the responsibility for processing and adjudicating parking citations was transferred from the courts to the cities as a result of Assembly Bill 408. Assembly Bill 408 also required cities to establish a bail schedule for parking violations. The City Council subsequently adopted Resolution No. 94-2018 on June 20, 1994, establishing a bail schedule for parking violations.

On May 4, 2009, the City Council repealed Resolution No. 94-2018 and adopted Resolution No. 09-2796, increasing the bail amount for parking violations. The increase was necessary because of a \$3 increase in the State Court Construction parking penalty mandated by Senate Bill 1407 and the increase in administrative costs necessary to issue, process, and adjudicate parking citations since the original bail schedule was adopted in 1994.

Effective December 7, 2010, Senate Bill 857 mandates an additional penalty of \$3 be paid by the parking citation issuing agency to the Trial Court Trust Fund for each parking offense. In order to collect and offset this added penalty, a parking violation bail increase of \$3 is necessary.

**FISCAL IMPACT:** The cost to publish a Notice of Public Hearing related to Resolution No. 11-2871 should not exceed \$300.

**RECOMMENDATION:** Staff recommends the City Council set a public hearing for Monday, January 3, 2011, at 7:00 p.m. in the City Council Chambers to consider Resolution No. 11-2871 repealing Resolution No. 09-2796 and revising the bail schedule for parking violations.

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Prepared by: Lucy H. City

Reviewed and  
Approved by: K. O. Jones

Proofed by: Sharon Meyman

Presented by: [Signature]

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**RESOLUTION NO. 11-2871**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MONTCLAIR REPEALING  
RESOLUTION NO. 09-2796 AND REVISING  
THE BAIL SCHEDULE FOR PARKING  
VIOLATIONS**

**WHEREAS**, Assembly Bill 408 requires each entity issuing parking citations to establish a bail schedule; and

**WHEREAS**, to comply with Section 40203.5 of the California Vehicle Code, parking fines should be standardized throughout a county; and

**WHEREAS**, the Judicial Council of the State of California sets the bail amounts for code violations other than Municipal Codes; however, it does not set bail amounts for certain Vehicle Code parking violations or late penalties for these violations; and

**WHEREAS**, Exhibit "A" outlines the Parking Violation Bail Schedule, together with each penalty and other fee set forth therein.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair does hereby determine the City of Montclair Parking Violation Bail Schedule to be as indicated on Exhibit "A" attached hereto and made a part hereof.

**APPROVED AND ADOPTED** this XX day XX, 2011.

\_\_\_\_\_  
Mayor

**ATTEST:**

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

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 11-2871 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2011, and that it was adopted by the following vote, to-wit:

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

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

**EXHIBIT "A"**

**CITY OF MONTCLAIR**

**PARKING VIOLATION BAIL SCHEDULE**

**January 3, 2011**

<i>Municipal Code Section</i>	<i>Violation</i>	<i>Current Bail</i>	<i>Proposed Bail</i>
8.16.010	Limited Time Zone	\$ 40	\$ 43
8.20.010	Keys in Ignition	\$ 40	\$ 43
8.36.020A	Parked Over 72-Hours	\$ 40	\$ 43
8.36.030A	Repairing Vehicle on Roadway	\$ 40	\$ 43
8.36.030B	Vehicle for Sale on Roadway	\$ 40	\$ 43
8.36.040	Angle Parking	\$ 40	\$ 43
8.36.050B	Parking Adjacent to School	\$ 40	\$ 43
8.36.060A	Parking in Public Alley	\$ 40	\$ 43
8.36.070	Vendors, Peddlers Parked Over Ten Minutes	\$ 40	\$ 43
8.36.080B	Emergency/Temporary Parking	\$ 40	\$ 43
8.36.090A	Commercial Vehicle - Residential Zone	\$100	\$103
8.36.090B	Commercial Vehicle-Commercial Zone 4 Hr.	\$100	\$103
8.36.100B	Park in Violation of Curb Marking/Signs	\$ 40	\$ 43
8.36.120A	Green Curb 20 Minutes	\$ 40	\$ 43
8.36.120B	Red Curb	\$ 40	\$ 43
8.36.120C	Yellow/White Curb-Except Load 15 Min.	\$ 40	\$ 43
8.36.140A1	Civic Center Parking - Permit Required	\$ 40	\$ 43
8.36.140C	Civic Center - Limited Time Zone	\$ 40	\$ 43
8.36.160A	For Sale on Private Property	\$ 40	\$ 43
8.36.170A	Parking on Unpaved Area, Lawns	\$ 40	\$ 43
8.36.180	Park on Private Prop-No Cruising Zone	\$ 40	\$ 43
8.44.010	Block Crossing by Railway Vehicle	\$ 40	\$ 43

<i>Vehicle Code Section</i>	<i>Violation</i>	<i>Current Bail</i>	<i>Proposed Bail</i>
21113(a)	Public Grounds Rules	\$ 40	\$ 43
21211(b)	Parked on Bike Path	\$103	\$106
21458(b)	Parked in Passenger/Freight Zone	\$ 40	\$ 43
22500(a)	Parked in Intersection	\$ 40	\$ 43
22500(b)	Parked in Crosswalk	\$ 40	\$ 43
22500(c)	Parked in Red Zone	\$ 40	\$ 43
22500(d)	Stopped at Fire Station Entrance - 15 Feet	\$ 40	\$ 43
22500(e)	Parked Blocking Driveway	\$ 40	\$ 43
22500(f)	Parked on Sidewalk	\$ 40	\$ 43
22500(g)	Stop Opposite Obstruction	\$ 40	\$ 43
22500(h)	Double Parking	\$ 40	\$ 43

22500(i)	Stopping in Bus Zone	\$250	\$253
22500(l)	Parking in Wheelchair Access	\$250	\$253
22502(a)	Park on Right Side - 18-Inches	\$ 40	\$ 43
22500.1	Fire Lane - Posted	\$103	\$106
22507.8(a)	Handicapped Zone (Parked)	\$275	\$278
22507.8(b)	Handicapped Zone (Blocking)	\$275	\$278
22507.8(c)1	Handicapped Zone (Boundary Lines)	\$275	\$278
22507.8(c)2	Handicapped Zone (Crosshatch Lines)	\$275	\$278
22511.5	Disabled Parking Zone	\$ 40	\$ 43
22514	Fire Hydrant - 15-Feet	\$ 40	\$ 43
22515(a)	Motor Running - Unattended Vehicle	\$ 40	\$ 43
22515(b)	Parked - Failure to Set Brake	\$ 40	\$ 43
22516	Parked - Person Locked in Vehicle	\$103	\$106
22519	Designated parking Space	\$ 40	\$ 43
22521	Parked Railroad Tracks - Seven Feet	\$ 40	\$ 43
22522	Blocking Access Ramp (Sidewalk)	\$275	\$278
22951	Parking Lot Park Customer Vehicle on Street	\$103	\$106
24401	Dimmed Lights on Parked Vehicle	\$ 40	\$ 43
27155	Fuel Tank Required	\$ 76*	\$ 79*
4000(a)	No Current Registration	\$135*	\$138*
5200	License Plates Required	\$ 76*	\$ 79*
5201	License Plate Not Secure	\$ 76*	\$ 79*
5204(a)	Current Registration Tabs Required	\$ 76*	\$ 79*

Any parking violation not specifically outlined above will be set at \$43.

\*Bail is reduced to \$10 with proof of correction if paid by the due date.

*Administrative Fees:*

Late Penalty for All Parking Violations Issued within the City of Montclair - \$25

Surcharge for Court Construction Parking Penalty - \$4.50

Surcharge for Jail Construction Parking Penalty - \$3

Surcharge for Trial Court Trust Fund - \$3

Proof of Equipment Violation Correction Fee - \$10

Returned Check Fee - \$25

## AGENDA REPORT

**SUBJECT:** CONSIDER ACCEPTANCE OF GRANT DEED NO. 1660, AN EASEMENT FOR STREET IMPROVEMENTS LOCATED AT 11118 FREMONT AVENUE, ASSOCIATED WITH THE FREMONT AVENUE AND HOWARD STREET IMPROVEMENT PROJECT-PHASE 2

**DATE:** December 20, 2010

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 8

**FILE I.D.:** STA650

CONSIDER AUTHORIZATION TO ADVERTISE FOR BID PROPOSALS FOR CONSTRUCTION OF THE FREMONT AVENUE AND HOWARD STREET IMPROVEMENT PROJECT-PHASE 2

**DEPT.:** PUBLIC WORKS

**BUSINESS**

**PLAN:** STRATEGIC PRIORITY NO. 3

**REASON FOR CONSIDERATION:** Acceptance of grant deeds and authorization to advertise for bid proposals is subject to City Council approval.

**Acceptance of Grant Deed No. 1660 and construction of this project would satisfy a portion of Strategic Priority No. 3 as contained in Montclair's "Business Plan."**

**BACKGROUND:** Construction of new curb, gutter, and sidewalk at the southwest corner of Fremont Avenue and Howard Street requires the acquisition of an easement on Howard Street from a property located at 11118 Fremont Avenue.

Recent negotiations with the property owner have resulted in a willingness by the property owner to make such a dedication of right-of-way in exchange for certain improvements made both within the frontage of and on the property. These improvements include sidewalk, four drive approaches, decorative wrought-iron fencing and gates, replacement of trees, and landscape/irrigation restoration.

In April 2010, Phase 1 of the Fremont Avenue Improvement Project was completed. Phase 1 improvements included curb, gutter, and sidewalk on the east side of Fremont Avenue south of Saddleback Street. Two grant deeds were required to complete the work associated with the Phase 1 Project. Phase 2 would include new curb, gutter, and sidewalk on the west side of Fremont Avenue from Howard Street to Saddleback Street. Work also includes new curb, gutter, and sidewalk on the south side of Howard Street from Fremont Avenue westerly approximately 300 feet.

**FISCAL IMPACT:** The acceptance of this grant deed places an obligation on the City to construct concrete curb, gutter, and sidewalk and decorative wrought-iron fencing and gates; replace trees; and restore landscaping and irrigation. The total project cost is estimated at \$200,000. Project funding is provided by the San Bernardino Associated

Prepared by:

M. SCAVO

Reviewed and  
Approved by:

M. STAATS

Proofed by:

Alle M

Presented by:

[Signature]

Governments' Local Stimulus Program. The cost to advertise this project should not exceed \$3,500.

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

1. Accept Grant Deed No. 1660, an easement for street improvements located at 11118 Fremont Avenue associated with the Fremont Avenue and Howard Street Improvement Project-Phase 2.
2. Authorize staff to advertise for bid proposals for construction of the Fremont Avenue and Howard Street Improvement Project-Phase 2.

Recording Requested  
By and Mail to:

CITY OF MONTCLAIR  
P.O. BOX 2308  
5111 BENITO STREET  
MONTCLAIR, CALIFORNIA 91763

SPACE ABOVE THIS LINE FOR RECORDERS USE

Affix Internal Revenue Stamps In This Place

# GRANT DEED

Affix I.R.S. \$ \_\_\_\_\_

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Mildred B. Shaw

hereby GRANTS to the CITY OF MONTCLAIR an easement for the purpose of constructing, reconstructing, maintaining, and use of sidewalks and appurtenances over the following described real property in the City of Montclair, County of San Bernardino, State of California:

See attached Exhibits A and B

Grant Deed No. 1660

*Mildred B. Shaw*

\_\_\_\_\_  
Mildred B. Shaw

State of Oklahoma  
County of Tulsa

On 3rd before me, Dec 2, 2010, personally appeared \_\_\_\_\_

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

WITNESS my hand and official seal.

*Maxine A. Lacy*  
Signature of Notary

Please mail tax statements to:  
Mildred B. Shaw  
11118 Fremont Ave  
Montclair, CA. 91763

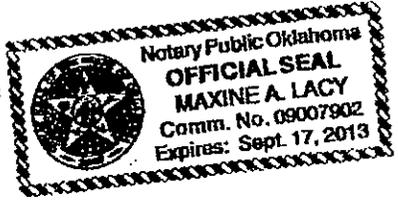
(Seal)

## ACCEPTANCE

This is to certify that the interest in real property conveyed by the within instrument to the CITY OF MONTCLAIR, State of California, a body corporate and politic, is hereby accepted by order of the MONTCLAIR CITY COUNCIL made on \_\_\_\_\_, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: 12/3/2010

By: \_\_\_\_\_  
City Clerk



(Seal)

# EXHIBIT "A"

## EASEMENT FOR RIGHT-OF-WAY PURPOSES

ALL THAT CERTAIN PROPERTY IN LOT 4, BLOCK 23, OF MONTE VISTA TRACT NO. 2 IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AS SHOWN ON A MAP FILED IN BOOK 16, PAGES 33 AND 34 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF TRACT NO. 17472 AS SHOWN ON A MAP FILED IN BOOK 320, PAGES 49 THROUGH 51 OF MAPS OF SAID COUNTY BEING ALSO A POINT ON A LINE THAT IS PARALLEL WITH THE CENTERLINE OF HOWARD STREET AS SHOWN ON SAID MAP OF TRACT NO. 17472 AND DISTANT SOUTHERLY 33.00 FEET THEREFROM:

THENCE LONG SAID PARALLEL LINE NORTH 89° 37' 27" EAST 284.27 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY:

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 31' 33" AN ARC LENGTH OF 23.44 FEET TO A POINT OF TANGENT CUSP WITH THE WESTERLY LINE OF FREMONT AVENUE AS SHOWN ON SAID MAP OF TRACT NO. 17472 BEING DISTANT 30.00 FEET WESTERLY FROM THE CENTERLINE OF SAID FREMONT AVENUE;

THENCE ALONG SAID WESTERLY LINE NORTH 00° 51' 00" WEST 27.88 FEET TO THE NORTHEAST CORNER OF SAID LOT 4 BEING ALSO THE SOUTHERLY LINE OF SAID HOWARD STREET AS SHOWN ON SAID MAP OF MONTE VISTA TRACT NO. 2;

THENCE ALONG SAID SOUTHERLY LINE SOUTH 89° 37' 27" WEST 299.15 FEET TO THE NORTHEAST CORNER OF SAID TRACT NO. 17472;

THENCE ALONG THE EASTERLY LINE OF SAID TRACT 17472 SOUTH 00° 50' 50" EAST 13.00 FEET TO THE SAID POINT OF BEGINNING.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 3,936 SQUARE FEET OR 0.09 ACRES MORE OR LESS.

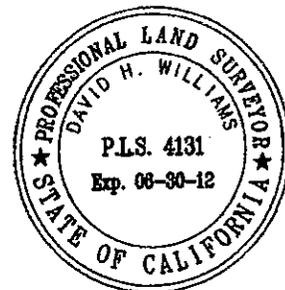
THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.



DAVID H. WILLIAMS, PLS 4131

11.03.10

EXP. 06/30/12



**TTC T M A D**  
**TAYLOR & GAINES**

• STRUCTURAL  
• MECHANICAL  
• ELECTRICAL  
• CIVIL / SURVEY

100 S. Anaheim Blvd., Suite 150  
Anaheim, California 92805  
Phone: 714.490.5555  
Fax: 714.490.5580  
[www.tmadtg.com](http://www.tmadtg.com) Print Date: 11/03/2010

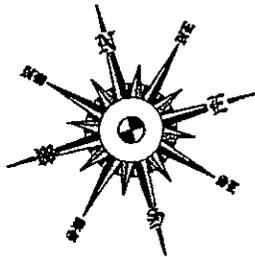
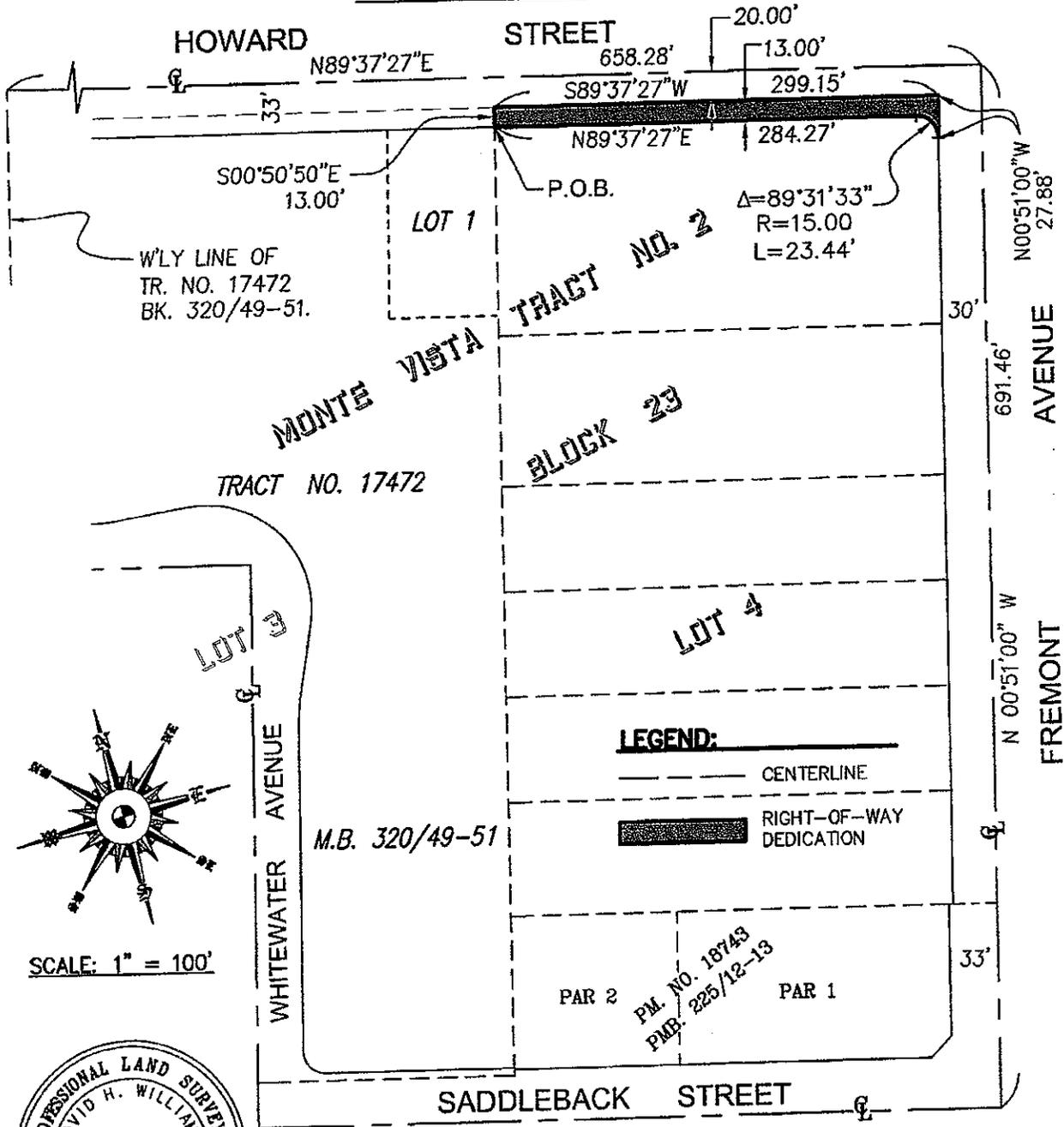
**ROAD EASEMENT**  
FREEMONT AVENUE & HOWARD STREET  
MONTCLAIR, CALIFORNIA

SHEET NO:

1

OF 1 SHEETS

# EXHIBIT "B"



SCALE: 1" = 100'



THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

*David H. Williams*  
DAVID H. WILLIAMS, PLS 4131

11.03.10  
EXP. 06/30/12

**TTC T M A D**  
**TAYLOR & GAINES**

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100 S. Anaheim Blvd., Suite 150  
Anahelm, California 92805  
Phone: 714.490.5555  
Fax: 714.490.5560  
www.tmadtg.com Print Date: 11/03/2010

**ROAD EASEMENT**  
FREMONT AVENUE & HOWARD STREET  
MONTCLAIR, CALIFORNIA

SHEET NO:

1

OF 1 SHEETS

## AGENDA REPORT

**SUBJECT:** CONSIDER AUTHORIZING THE PURCHASE OF EDUCATIONAL MATERIALS FOR PROPER USE OF THE 9-1-1 SYSTEM

**DATE:** December 20, 2010

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 9

**FILE I.D.:** PDT362

**BUSINESS**

**PLAN:** N/A

**DEPT.:** POLICE

**REASON FOR CONSIDERATION:** The City Council is requested to consider authorizing the Police Department's participation in 9-1-1 for Kids®, the official emergency caller training program offered through the California 9-1-1 Emergency Communications Office.

**BACKGROUND:** 9-1-1 for Kids® is the official emergency caller training program created by United States 9-1-1 communication center officials, emergency medical personnel, and fire and law enforcement professionals tasked with developing educational tools to help reduce the alarmingly high numbers of nonemergency calls made to 9-1-1 centers. The program has proactively worked to decrease the incidence of accidental and prank 9-1-1 calls since its inception in 1994.

9-1-1 for Kids® educates children at an early age on proper use of the nation's 9-1-1 universal emergency telephone number, enabling them to act quickly and confidently to obtain the necessary public safety or medical assistance they need to save lives and property.

The classroom kit and support materials teach children when it is appropriate to call 9-1-1, how to dial 9-1-1, and what to say to the dispatcher. The mission of 9-1-1 for Kids® is to provide comprehensive 9-1-1 caller training for all age groups, beginning with children; assist public safety agencies, schools, governments, and community-based organizations in the planning and implementation of public education programs; and teach the public the proper use of 9-1-1.

9-1-1 for Kids® is endorsed by the Association of Public Safety Communications Office, National Emergency Numbers Association, National Association of State 9-1-1 Administrators, and E-9-1-1 Institute.

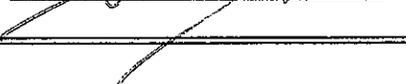
**FISCAL IMPACT:** Should the City Council approve this item, the cost to purchase educational materials is \$1,809; however, the expense is reimbursable through the California 9-1-1 Emergency Communications Office.

**RECOMMENDATION:** Staff recommends the City Council authorize the purchase of educational materials for proper use of the 9-1-1 system.

Prepared by:


Reviewed and  
Approved by:

Proofed by:

Presented by:

## AGENDA REPORT

---

**SUBJECT:** CONSIDER DECLARING UNCLAIMED  
BICYCLES IN POLICE CUSTODY AS SURPLUS  
AND AVAILABLE FOR DONATION TO THE  
CALIFORNIA INSTITUTION FOR WOMEN

**DATE:** December 20, 2010

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 10

**FILE I.D.:** EQS051/052

**BUSINESS**

**PLAN:** N/A

**DEPT.:** POLICE

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**REASON FOR CONSIDERATION:** The City Council is requested to declare unclaimed bicycles in Police custody as surplus so they may be made available for donation to California Institution for Women.

**BACKGROUND:** The bicycles included on the attached list are considered unclaimed property in Police custody. Upon being declared as surplus by the City Council, the bicycles would be available for donation to the California Institution for Women.

**FISCAL IMPACT:** There would be no fiscal impact to the City as a result of the donation of these bicycles.

**RECOMMENDATION:** Staff recommends the City Council declare unclaimed bicycles in Police custody as surplus and available for donation to the California Institution for Women.

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Prepared by: Sharon Agniman Reviewed and Approved by: [Signature]

Proofed by: Judy [Signature] Presented by: [Signature]

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## AGENDA REPORT

**SUBJECT:** CONSIDER "NO ACTION" ON ALCOHOLIC BEVERAGE PERMIT APPLICATION - CHIPOTLE MEXICAN GRILL, INC.

**DATE:** December 6, 2010

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 11

**BUSINESS PLAN:** N/A

**FILE I.D.:** FLP025

**DEPT.:** ADMIN. SVCS.

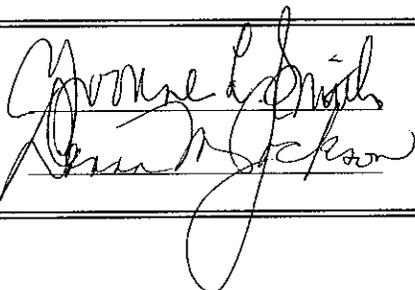
**REASON FOR CONSIDERATION:** Applications for Alcoholic Beverage Licenses are routinely presented to the City Council for review.

**BACKGROUND:** Mr. Montgomery Frederick Moran, Chairman of the Board, and Mr. Jack Robert Hartung, Chief Financial Officer, Chipotle Mexican Grill, Inc., have applied for an "On-Sale General Eating Place" license for Chipotle Mexican Grill, Central Avenue and Moreno Street, Montclair, California.

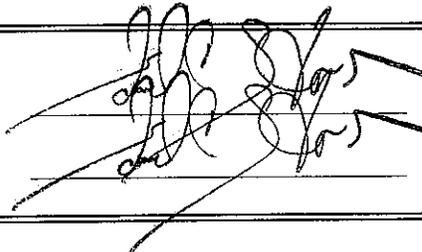
**FISCAL IMPACT:** No fiscal impact

**RECOMMENDATION:** Staff recommends the City Council take "No action" on the California Department of Alcoholic Beverage Control Application for Alcoholic Beverage License(s) for Chipotle Mexican Grill, Central Avenue and Moreno Street, Montclair, California.

Prepared by:



Reviewed and Approved by:



Proofed by:



Presented by:

## AGENDA REPORT

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**SUBJECT:** CONSIDER "NO ACTION" ON ALCOHOLIC BEVERAGE PERMIT APPLICATION - 7-ELEVEN STORE 2171-22849

**DATE:** December 6, 2010

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 12

**BUSINESS**

**PLAN:** N/A

**FILE I.D.:** FLP025

**DEPT.:** ADMIN. SVCS.

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

**BACKGROUND:** 7-Eleven, Inc., and Pardeep and Jeena Sharma have applied for an "On-Sale General Eating Place" license for 7-Eleven Store 2171-22849, 4500 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 7-Eleven Store 2171-22849, 4500 Holt Boulevard, Montclair, California.

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Prepared by: \_\_\_\_\_

Proofed by: \_\_\_\_\_

Reviewed and  
Approved by: \_\_\_\_\_

Presented by: \_\_\_\_\_

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## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 10-139 WITH KAISER FOUNDATION HOSPITALS, SOUTHERN CALIFORNIA REGION, TO FUND CAPACITY BUILDING EFFORTS AT THE MONTCLAIR MEDICAL CLINIC	<b>DATE:</b> December 20, 2010
	<b>SECTION:</b> AGREEMENTS
	<b>ITEM NO.:</b> 1
<b>BUSINESS PLAN:</b> N/A	<b>FILE I.D.:</b> HSV043
	<b>DEPT.:</b> COMMUNITY DEV.

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 10-139 with Kaiser Foundation Hospitals, Southern California Region, to fund capacity building efforts at the Montclair Medical Clinic. A copy of proposed Agreement No. 10-139 is attached for the City Council's review and consideration.

**BACKGROUND:** Since 1978, the Montclair Medical Clinic's mission has facilitated access and provided health care services for residents with limited financial means who have no medical coverage by private or governmental insurance programs. Kaiser Foundation Hospitals, Southern California Region, has donated \$50,000 to the Human Services Division to benefit the Montclair Medical Clinic.

The program would increase the capacity for additional services to Montclair Medical Clinic patients by implementing the following objectives:

- Increasing the work hours of the Montclair Medical Clinic Coordinator to 32 hours per week.
- Recruiting and hiring a part-time Administrative Assistant to improve organizational capacity of the Clinic.
- Training Montclair *Por La Vida consejeras* (community health educators) to be patient advocates.
- Enrolling the Montclair Medical Clinic as a member of the California Primary Care Association (CPCA) and providing funding for attendance at Institute for Healthcare Improvement trainings and annual conference.

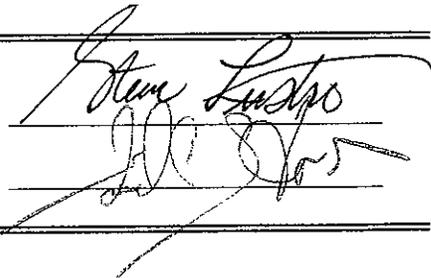
The term of proposed Agreement No. 10-139 is from January 3, 2011, through January 2, 2012.

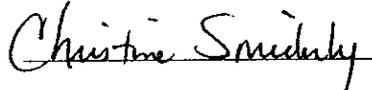
**FISCAL IMPACT:** Approval of proposed Agreement No. 10-139 would provide grant funding in the amount of \$50,000 to pay for capacity building efforts at the Montclair Medical Clinic including hiring additional staff and increasing work hours for current staff.

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Prepared by: 

Reviewed and Approved by:



Proofed by: 

Presented by:

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 10-139 with Kaiser Foundation Hospitals, Southern California Region, to fund capacity building efforts at the Montclair Medical Clinic.

**LETTER OF AGREEMENT**  
**KAISER FOUNDATION HOSPITALS, SOUTHERN CALIFORNIA REGION**  
**COMMUNITY BENEFIT CHARITABLE CONTRIBUTIONS PROGRAM**

This Letter of Agreement (hereinafter "Agreement") regarding Community Benefit Funds ("Memorandum"), dated as of October 28, 2010 is entered into by and between Kaiser Foundation Hospitals, a California nonprofit, public benefit corporation (hereinafter "KFH") and **City of Montclair, for benefit of Montclair Medical Clinic**, a charter city organized in the State of California and not subject to federal or state income tax.

This Agreement sets forth the understanding of the parties hereto as to the terms and conditions under which KFH shall donate funds in the amount of **\$50,000.00 for a one year funding period beginning January 3, 2011 through January 3, 2012 for Montclair Medical Clinic**. Such terms and conditions are as follows:

1. Tax Exemption Status: Grantee represents that at all times relevant herein, it is a charter city organized in the State of California and not subject to federal or state income tax.
2. Purpose of Grant. Grantee shall use entire Grant to support the specific goals, objectives, activities, and outcomes as stated in the Grant Summary.
3. Expenditure of Funds. This Grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the Grantee's Evaluation Plan and may not be expended for any other purpose without KFH's prior written approval.
4. Prohibited Uses. In no event shall Grantee use any of the funds from this Grant to (a) support a political campaign, (b) support or attempt to influence any government legislation, except making available the results of non-partisan analysis, study or research, or (c) grant an award to another party or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code of 1986 as amended.
5. Return of Funds. KFH reserves the right to discontinue, modify or withhold payments to be made under this Agreement or to require a total or partial return of any funds, including any unexpended funds under the following conditions:
  - (a) If KFH, in its sole discretion, determines that the Grantee has not performed in accordance with this Agreement or has failed to comply with any term or condition of this Agreement.
  - (a) If Grantee loses its status as an eligible Grantee under Paragraph 1 above.
  - (b) Any portion of the funds is not used for the approved purpose
  - (c) Such action is necessary to comply with the requirements of any law or regulation applicable to Grantee or to KFH or to this Grant.
6. Records, Audits and Site Visits. KFH is authorized to conduct audits, including on-site audits, at any time during the term of this Grant and within four years after completion of the Grant. Grantee shall allow KFH and its representatives, at its request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and client or other beneficiaries for the purpose of making such

audits, verifications or program evaluations as KFH deems necessary or appropriate concerning this Grant. Grantee shall maintain accounting records sufficient to identify the Grant and to whom and for what purpose such funds are expended for at least four (4) years after the Grant has been expended.

7. No Assignment or Delegation. Grantee may not assign, or otherwise transfer, any rights or delegates any of Grantee's obligations under this Agreement without prior written approval from KFH.

8. Records and Reports. Grantee shall submit written progress report(s) to KFH in accordance with the due dates stated on the Grant Summary (Attachment).

Grantee shall be primarily responsible for the content of the evaluation report. If KFH determines IRB approval is necessary, as part of the evaluation process, Grantee shall follow KFH IRB approval processes and procedures.

9. Required Notification. Grantee is required to provide KFH with immediate written notification of any change in Grantee's tax exempt status or when Grantee is unable to expend the grant funds for the approved purposes described in the Evaluation Plan.

10. Identification of KFH. Grantee shall identify KFH as a supporting organization in all published material relating to the subject matter of this Grant. Whenever possible and appropriate, Grantee shall publicly acknowledge KFH for this Grant.

11. Equal Employment Opportunity. Grantee agrees to comply with and be bound by the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

12. Immigration Act Requirements. Grantee shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. Grantee hereby certifies that it has obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services related to the program described in the Evaluation Plan.

13. Licensing and Credentials. Grantee agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and for its employees and all other persons engaged in work in conjunction with this Grant.

14. Payment of Grant. First payment by KFH will be contingent upon a signed Agreement between KFH and Grantee. Subsequent payments (if any) are contingent upon compliance with this Agreement, including timely receipt of reports as outlined in Paragraph 8 above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**Kaiser Foundation Hospitals**

By:  11-29-10  
Diana Bonta Date  
Vice President, Public Affairs

**Grantee**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Paul M. Eaton  
Mayor  
City of Montclair

ATTEST: \_\_\_\_\_ Date \_\_\_\_\_  
Donna Jackson  
City Clerk  
City of Montclair

LETTER OF AGREEMENT

Attachment

GRANT SUMMARY

<b>GRANT NUMBER:</b> 20617303	<b>DATE AUTHORIZED:</b>
<b>GRANTEE NAME:</b> Montclair Medical Clinic	<b>AMOUNT:</b> \$50,000.00 over 12 months
<b>FISCAL AGENT:</b> City of Montclair	
<b>CONTACT, TITLE:</b> Paul M. Eaton, Mayor	
<b>TELEPHONE:</b> (909) 626-8571	<b>FAX:</b> (909) 621-1584
<b>CB PROJECT MANAGER:</b> Mercy P Siordia, Program Manager <b>Phone:</b> (626) 405-5999 <b>Email:</b> mercy.p.siordia@kp.org	
<b>GRANT PURPOSE:</b> Capacity Building	
<b>GRANT OBJECTIVES:</b>	
<ul style="list-style-type: none"> <li>• Increase the hours to 32 of the Medical Clinic Coordinator time and hire a part-time clinic administrative assistant to improve organizational capacity of the clinic.</li> <li>• Train Montclair Por La Vida Consejeras (Community Health Educators) to be Patient Advocates.</li> <li>• To become a member of the California Primary Care Association (CPCA).</li> <li>• To attend the Institute of Healthcare Improvement trainings and annual conference.</li> </ul>	
<b>GRANT PERIOD:</b>	
Start date: 01/03/2011	End Date: 01/03/2012

**NARRATIVE AND FINANCIAL REPORTS DUE:**

Requirement	Due Date
Final Report	February 3, 2012

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF FILING OF A NOTICE OF COMPLETION FOR CONSTRUCTION OF THE INTERIOR REMODEL AND SITE IMPROVEMENTS FOR THE NEW YOUTH CENTER PROJECT; REDUCTION OF FAITHFUL PERFORMANCE BOND TO 10 PERCENT; AND RETENTION OF PAYMENT BOND FOR SIX MONTHS

**DATE:** December 20, 2010

**SECTION:** AGREEMENTS

**ITEM NO.:** 2

**FILE I.D.:** HSV151

**DEPT.:** PUBLIC WORKS

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

CONSIDER APPROVAL OF AGREEMENT NO. 10-140 AMENDING AGREEMENT NO. 10-22 WITH CAVALIER CONSTRUCTION FOR MISCELLANEOUS CONSTRUCTION WORK ASSOCIATED WITH THE MONTCLAIR YOUTH AND SENIOR CENTERS AND \$20,000 INCREASE OF COMPENSATION DUE PURSUANT TO AGREEMENT NO. 10-22

CONSIDER \$31,200 TRANSFER FROM THE CONSTRUCTION CONTINGENCY FOR CONSTRUCTION OF THE INTERIOR REMODEL AND SITE IMPROVEMENTS FOR THE NEW YOUTH CENTER PROJECT TO THE MISSION BOULEVARD IMPROVEMENT PHASE 8 PROJECT

### **BUSINESS**

**PLAN:** STRATEGIC PRIORITY NO. 3, GOAL 3

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

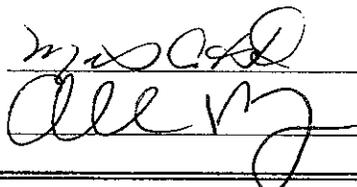
**Approval of these items would satisfy a portion of Strategic Priority No. 3, Goal 3, as contained in Montclair's "Business Plan."**

**BACKGROUND:** On March 2, 2009, KPRS Construction Services, Inc. (KPRS) was awarded a contract for the construction of the Interior Remodel and Site Improvements for the New Youth Center (Youth Center Project) and entered into Agreement No. 09-18. All work required pursuant to the Agreement has been satisfactorily completed. Although the City was able to occupy the facilities in February of this year, not all construction work was actually completed at that time. Since February, City staff has been working with its

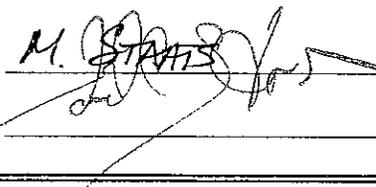
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Prepared by:



Reviewed and Approved by:



Proofed by:

Presented by:

architect, construction management team, and contractor to complete outstanding items of work and correct construction deficiencies. This work has now been completed.

In addition to the Youth Center Project, the City awarded separate contracts for the construction of a new Senior Center, modifications to the Community Center and Recreation Building, and reroofing of various City facilities. These contracts were also awarded to KPRS after separate competitive bids were received. During construction of these various projects, it became apparent that there was additional work that would be required, work that was not covered under any of the KPRS contracts.

On March 1, 2010, the City entered into Agreement No. 10-22 with Cavalier Construction for Miscellaneous Improvements at the Civic Center. The intent of the contract was to address additional necessary work not covered by the other KPRS contracts. The contract amount was \$50,000. Work completed to date pursuant to the Agreement included painting the interior of the two new park restrooms, replacing some doors/door parts, replacing fences and gates around the storage buildings on the east side of Alma Hofman Park, rerouting some storm drains, installing a canopy over an employee entry door, and other work. Of the funding made available pursuant to the Agreement, eight dollars remain.

There is still a need for additional work pursuant to Agreement No. 10-22. These items of work include the following:

- Replacement of an existing door and storefront on the east side of the Recreation Building. As part of the Youth Center Project, a new employee parking lot was constructed east of the Recreation building. The existing door and storefront from the parking lot area to the Recreation building must be replaced in order to comply with accessibility requirements. In addition, the existing walkway leading from the parking lot is too narrow; and a ramp within that walkway is too steep. All must be replaced. The work is estimated to cost \$10,000.
- Modifications to fireplace in Senior Center. Upon completion of the fireplace in the lobby of the new Senior Center, it was determined that although installed per approved plans, the fireplace does not meet Fire Code requirements. Additional tile work around the mantel is required to make it noncombustible. The work is estimated to cost \$3,500.
- Replacement of double doors at the northeast corner of the Community Center. After construction of concrete and paver work in the plaza area east of the new park restrooms and north of the Community Center/gymnasium, some repair work was required on the set of double doors into the gymnasium. While performing these repairs, staff found evidence of water damage under the existing door and threshold. Although not quite enough water damage has occurred to require replacement of the gymnasium floor, failure to replace these doors would eventually lead to more serious water damage and the need for floor replacement. The work is estimated to cost \$5,000.

In addition to further work required under Agreement No. 10-22 with Cavalier Construction, staff noted a need to address handicap-accessibility issues related to the tennis courts. Because of the extent of work done both for the Senior Center and, to a lesser extent, the splash pad, staff determined that there was a need to replace the non-ADA-

compliant tennis court ramp. The existing ramp was originally constructed with a slope in excess of 12 percent. The maximum slope permissible under the American with Disabilities Act of 1990 is well under 12 percent.

In addition to the ramp needing to be replaced, there was also an issue with the adjacent sidewalk. The sidewalk between the tennis courts and basketball court has been torn up for several months. Sections were removed for various items of work by both KPRS and the contractor responsible for the construction of the Splash Pad. Both contractors were responsible for replacing the portions they removed or damaged. After reviewing both the sidewalk replacement need and the need for an ADA-compliant ramp, staff felt it best to reconstruct both completely. A design was prepared by staff and construction quotes were requested from Creative Contractors (\$60,000), KPRS Construction Services, Inc., (\$41,752.35), and Gentry Brothers, Inc. (\$31,200). With Gentry Brothers, Inc., being the lowest responsible bidder and with Gentry Brothers, Inc., already under contract with the City for construction of the Mission Boulevard improvements (Agreement No. 10-55), staff prepared a change order to construct the improvements pursuant to that contract. Inasmuch as KPRS was responsible for the replacement of a portion of the concrete sidewalk, a credit has been negotiated for its portion of the work.

**FISCAL IMPACT:** The construction contract for the Youth Center Project was awarded to KPRS for \$2,696,000. The Council action on March 2, 2009, also authorized a construction contingency of \$300,000, bringing the total funds available for construction to \$2,996,000. On July 6, 2009, the City Council further increased the authorized contingency by \$165,900 to expedite the build-out of the Police Department Facility expansion area, bringing the total funds available for construction to \$3,161,900. The final construction cost for this project was \$3,028,731.42, leaving a contingency balance of \$133,168.58.

Increasing compensation due under Agreement No. 10-22 by \$20,000 and transferring \$31,200 from the construction contingency to the Mission Boulevard Project would reduce the construction contingency balance to \$81,968.58. The unused contingency balance would be returned to the 2005 Lease Revenue Bond Proceeds Fund.

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

1. Approve the filing of a Notice of Completion for construction of the Interior Remodel and Site Improvements for the New Montclair Youth Center Project.
2. Reduce the Faithful Performance Bond to 10 percent.
3. Retain the Payment Bond for six months.
4. Release retention 30 days after recordation of Notice of Completion.
5. Approve Agreement No. 10-140 amending Agreement No. 10-22 with Cavalier Construction for Miscellaneous Construction Work Associated with the Montclair Youth and Senior Centers and increase by \$20,000 the compensation due pursuant to Agreement No. 10-22.
6. Transfer \$31,200 from the construction contingency for the construction of the Interior Remodel and Site Improvements for the New Youth Center Project to the Mission Boulevard Improvement Phase 8 Project.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

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

APN NO. : 1010-301-17

(Space above this line for Recorder's Use)

## NOTICE OF COMPLETION

NOTICE is hereby given that:

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

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

The work was completed on that certain work known as Interior Remodel and Site Improvements for the  
New Youth Center Project

for the undersigned City of Montclair, a Municipal Corporation, on the 9th day of December, 2010

The City accepted the job on the 20th day of December, 2010

The Contractor on said job was KPRS Construction Services, Inc

The improvement consisted of Interior Remodel and Tenant Improvements

The property upon which said work of improvement was completed is described as: 5111 Benito Street  
Montclair, CA

### VERIFICATION

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

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

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

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

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

**CITY OF MONTCLAIR**  
**AMENDMENT TO AGREEMENT NO. 10-22**  
**WITH CAVALIER CONSTRUCTION**  
**FOR**  
**MISCELLANEOUS CIVIC CENTER IMPROVEMENTS**

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the CITY OF MONTCLAIR, a municipal corporation ("City") and Cavalier Construction, a California Sole Proprietorship ("Contractor"), and collectively ("Parties").

**RECITALS**

WHEREAS, Parties have previously entered into Agreement No. 10-22 effective on March 1, 2010, for construction services in conjunction with the construction of Miscellaneous Civic Center Improvements; and

WHEREAS, Paragraph 3. CONTRACT PRICE AND PAYMENT of Agreement No. 10-22 specified that compensation for work was to be paid on a time and materials basis with the maximum compensation to be paid under Agreement No. 10-22 not to exceed Fifty Thousand Dollars and no cents (\$50,000.00); and

WHEREAS, the maximum compensation payable under Agreement No. 10-22 has been reached; and

WHEREAS, Parties mutually agree that there is additional work to be performed and a need to continue Contractor's services.

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

**AGREEMENT**

1. Modify Paragraph 3. CONTRACT PRICE AND PAYMENT: CITY shall pay to the CONTRACTOR for furnishing the material and doing the prescribed work set forth by City on a "time and materials" basis for a total not to exceed the sum of \$50,000.00 (FIFTY THOUSAND DOLLARS AND NO CENTS) in accordance with Agreement No. 10-22, and CITY shall pay to the CONTRACTOR for furnishing

additional material and doing additional prescribed work set forth by City on a "time and materials" basis for a total not to exceed the sum of \$20,000.00 (TWENTY THOUSAND DOLLARS AND NO CENTS).

2. All other terms of Agreement No. 10-22 shall remain the same and be incorporated herein as though fully set forth.

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

**CONTRACTOR:**  
**CAVALIER CONSTRUCTION**

**CITY:**  
**CITY OF MONTCLAIR**

By \_\_\_\_\_  
Larry Way

\_\_\_\_\_   
Paul M. Eaton/Mayor

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST:**

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

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_   
Diane E. Robbins/City Attorney

## AGENDA REPORT

**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT  
NO. 10-141 WITH GOVERNMENT FINANCE  
OFFICERS ASSOCIATION FOR STRATEGIC  
PLAN ADVISORY SERVICES

**DATE:** December 20, 2010

**SECTION:** AGREEMENTS

**ITEM NO.:** 3

**BUSINESS  
PLAN:** N/A

**FILE I.D.:** ADM250

**DEPT.:** ADMIN. SVCS.

**REASON FOR CONSIDERATION:** The City has been contracting with Government Finance Officers Association (GFOA) since 2002 (with the exception of last year) for long-term financial planning and strategic plan implementation advisory services. Staff has once again asked GFOA to assist the City Council with this planning process. Proposed Agreement No. 10-141 with GFOA is attached for the City Council's review and consideration.

**BACKGROUND:** State reductions/diversions of local revenues continue to reduce local government financial resources. Over the past few years, the City Council has been considering more effective ways to maximize revenues and allocate funds more effectively. To assist in this process, the City Council approved Agreement No. 02-08 with GFOA in January 2002 authorizing development of a long-term financial plan for Montclair. GFOA facilitated strategic planning sessions with Council and staff in 2003, 2004, 2005, 2006, 2007, and 2008 and assisted in development of Montclair's Business Plan.

The strategic planning session is tentatively scheduled for January 31, and February 1, 2011, pending the City Council's approval of proposed Agreement No. 10-141. The two-day session would include meetings with staff and City Council. As described in proposed Agreement No. 10-141, GFOA's activities would focus on the following two major objectives:

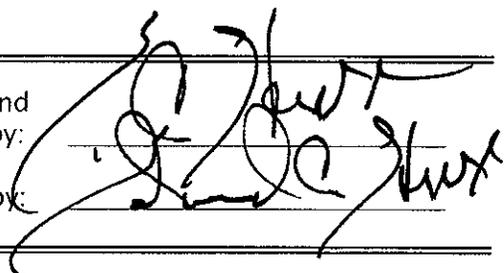
- *Mission, Vision, and Strategic Plan Renewal.* GFOA would interview Council Members and conduct a workshop with elected officials and staff to scan the strategic environment and renew the City's strategic priorities, mission, and vision.
- *Financial Forecasting.* GFOA would provide the City with the MuniCast Microsoft Excel-based model for long-term forecasting. GFOA would also work with the City to develop the forecasting process and assumptions.

At the conclusion of the study, GFOA would provide a report summarizing the results of the meetings with City Council and staff.

Prepared by:



Reviewed and  
Approved by:



Proofed by:



Presented by:

**FISCAL IMPACT:** The Fiscal Year 2010-11 Budget includes \$15,000 for strategic planning and \$5,000 for special consulting services from GFOA's consultant. GFOA has proposed a fixed price of \$17,000, which includes the one-time cost for the introduction of the financial forecasting model. GFOA's cost of \$17,000 falls within the amount set aside for these purposes.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 10-141 with Government Finance Officers Association for strategic plan advisory services.

**MASTER SERVICES AGREEMENT**

*Between The City of Montclair, California and  
Government Finance Officers Association*

This Agreement for Long-Term Financial and Strategic Planning (this "**Agreement**") is entered into as of this 20 day of December, 2010, between The City of Montclair, a municipal corporation, having its offices at **5111 Benito Street Montclair, CA 91763** (the "**Government**") and the Government Finance Officers Association of the United States and Canada, an Illinois not-for-profit corporation, having its offices at 203 North LaSalle Street, Suite 2700, Chicago, Illinois 60601 ("**Consultant**" or "**GFOA**").

**RECITALS**

WHEREAS, the Government desires to hire Consultant to perform certain services and Consultant is willing to provide such services in accordance with the terms and conditions of this Agreement.

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

**AGREEMENT**

I. DEFINITIONS

- A. "**Project Manager**" shall mean David Melbye, the GFOA Consulting Solutions Manager.
- B. "**Contract Administrator**" shall mean Edward C. Starr, the City of Montclair City Manager.

II. TERM

This Agreement shall become effective as of January 1, 2011, and shall remain in effect until all Services (as defined below) are performed by Consultant or December 31, 2011, whichever occurs first, unless sooner terminated as provided in this Agreement.

III. SERVICES

- A. General Scope: Consultant shall perform the work and services as described in Exhibit A, which is hereby made a part of this Agreement (all such services and work performed hereunder is collectively referred to herein as the "**Services**").
- B. Standard of Work: The performance of the Services pursuant to the terms of this Agreement shall conform to high professional standards in the field of public finance. Consultant shall use commercially reasonable efforts to formulate opinions and create information upon which the Government may rely. The substance of such opinions and information, however, is not guaranteed by Consultant to be free from omission or errors except insofar as such errors or

omissions occur as a result of gross negligence or willful misconduct by Consultant.

C. Compliance with Applicable Law: Consultant shall perform the Services under this Agreement in compliance with all applicable laws, ordinances and regulations.

D. Location: Consultant shall provide the Services to the Government at one or more locations mutually agreed upon by the Contract Administrator and Project Manager.

#### IV. RELATIONSHIP OF PARTIES

A. Independent Contractor: Consultant is an independent contractor and shall not be deemed a partner or agent of or joint venturer with the Government. The employees and agents of Consultant who will be involved in the performance of the Services shall not be deemed the employees or agents of the Government. Neither party shall have any right, power or authority to create any contract or obligation on behalf of, or binding upon, the other party, without the prior written consent of such other party.

B. No Interest: Consultant hereby acknowledges that it (i) has no personal or financial interest in the project requiring the performance of the Services other than the fee it is to receive under this Agreement; (ii) shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services hereunder; and (iii) does not and will not employ or engage any person with a personal or financial interest in the project requiring the Services under this Agreement.

#### V. PUBLICATIONS

As an educational, nonprofit, professional membership association, Consultant reserves the right to publish non-confidential documents describing the results of, or created during, the Services performed under this Agreement. Consultant will not publish any item with the name of the Government without obtaining the prior written consent of the Government.

#### VI. PROPRIETARY ITEMS

All work product produced as a result of the Services provided hereunder shall be the property of the Government; however, Consultant's methodologies (e.g., surveys, reference databases) that it has developed before and during this engagement are the property of Consultant (collectively, and together with any Consultant proprietary assessment tools, the "**GFOA Intellectual Property**"). In particular, in the course of performance hereunder, Consultant may use (and may authorize the Government's personnel to use) certain GFOA Intellectual Property to assist in engagement completion. The Government shall not have or obtain any right or title to or interest in such GFOA Intellectual Property (or in any modifications or enhancements thereto). Consultant makes no express or implied warranties of any kind regarding the GFOA Intellectual Property.

## VII. COMPENSATION OF CONSULTANT

The Consultant shall be paid on the basis of a firm fixed price of \$17,000 for the services described in Exhibit A. The fixed price and Consultant's hourly billing rate are set forth in Exhibit A. Payment shall be made by the Government to Consultant on the basis of Services and the work product rendered as shown in Exhibit A, following the Government's receipt of an invoice, which invoice shall be due within thirty (30) days of the date thereof (the "**Payment Date**").

Invoices shall be mailed to:

Mr. Richard Beltran  
Assistant Finance Director  
City of Montclair  
5111 Benito Street  
Montclair, CA 91763

## VIII. INSURANCE

Consultant agrees to procure and maintain in effect during the term of this Agreement insurance policies in the amount and with the type of coverage shown below:

1. Workers Compensation insurance in the form and amount required by applicable law(s).
2. Commercial General Liability insurance on an "Occurrence Basis" with limits of liability not less than \$500,000 per occurrence and/or combined single-limit bodily injury and property damage.
3. Motor Vehicle Liability, including No-Fault coverage, with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include all non-owned vehicles, and all hired vehicles.
4. Professional Liability, with limits of liability of \$3,000,000 per claim and policy aggregate.

## IX. INDEMNIFICATION; LIMITATION ON LIABILITY

- A. Mutual Indemnification: Subject to any limitation set forth below in Clause B, each party (the "**Indemnifying Party**") shall indemnify, defend and hold harmless the other party (the "**Indemnified Party**") and its respective officers, directors, employees and agents against any and all actions, controversies, demands, suits, proceedings, claims, causes of action, liabilities, losses, costs, interest, penalties, demands, expenses and damages of any kind whatsoever (including reasonable attorneys' fees and costs incurred in connection with the arbitration or resolution of any dispute as set forth herein) (collectively, "**Losses**") related to or arising, directly or indirectly, from any claims of third parties against an Indemnified Party arising out of the acts or omissions of the Indemnifying Party or any of its employees and/or agents.

B. Limitation of Liability: Consultant's liability for any matter arising under this Agreement or from any transaction contemplated herein, including without limitation the provision of the Services, shall not exceed the actual amount paid by an insurer as a result of any claim made with respect to such matter under Consultant's insurance policies as set forth in Section VIII (the "**Liability Cap**"). The Government acknowledges that the Liability Cap is a material term upon which Consultant has relied in entering into this Agreement and that Consultant would not have entered into this Agreement in the absence of such provision.

#### X. ACCEPTANCE AND RELEASE

The Government shall be deemed to have accepted all Services in a given Phase and the work product resulting therefrom upon the earlier to occur of: (i) the Government's payment of the invoice received from Consultant in respect of the Services; or (ii) the Payment Date; *provided, that* prior to such date the Government did not provide written notice to Consultant that it believes Consultant has breached this Agreement. Upon such acceptance, the Government shall be deemed to have released Consultant from any liability resulting from such phase of the Services.

#### XI. DISCLAIMER

The Government hereby acknowledges that (i) Consultant is not the software provider or systems integrator, (ii) Consultant's role is to provide information, analysis and advisory services, and (iii) the decision on a software and services vendor is solely that of the Government. Accordingly, the Government agrees that Consultant shall bear no responsibility and shall incur no liability with respect to the performance or provision of the software, hardware, or implementation services.

#### XII. NONDISCRIMINATION

The Consultant agrees to comply with the nondiscrimination provisions of all applicable laws and to take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner that provides equal employment opportunity and tends to eliminate any inequality based upon race, national origin or sex.

#### XIII. TERMINATION OF AGREEMENT AND RIGHTS UPON TERMINATION

A. Termination without Cause: Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party.

B. Termination for Cause: Either party may immediately terminate this Agreement in the event that (i) the other party seeks protection under the bankruptcy laws (other than as a creditor) or (ii) any assignment is made for the benefit of creditors or a trustee is appointed for all or any portion of such other party's assets.

C. Effect of Termination: If the Services are terminated under this Section XIII, (i) Consultant shall provide to the Government all work product completed through the date of termination, (ii) each party shall return to the other party any and all Confidential Information of the other party and all other information, data, software, documentation or equipment in its possession or control which the other

party has supplied to such party, and (iii) the Government shall pay Consultant all fees charged through the date of termination on a time and materials basis using rates shown in Exhibit A.

- D. Survival: The provisions of Sections V, VI, VII, IX, X, XI, and XIII, and any definitions provided herein for purposes of aiding in the interpretation of this Agreement, shall survive any termination of this Agreement.

#### XIV. OBLIGATIONS OF THE GOVERNMENT

- A. The Government agrees to give Consultant access to staff and the Government owned properties as required to perform the Services under the Agreement.
- B. The Government shall immediately notify Consultant in writing of any defects in the Services upon the Government's actual notice of the same.

#### XV. ASSIGNMENT

Neither party may assign or transfer any of its rights or obligations under this Agreement without obtaining the prior written consent of the other party.

#### XVI. DISPUTES

In the event of any dispute between the parties arising from this Agreement or the Services provided hereunder, each party shall, prior to seeking judicial resolution of such dispute, escalate the dispute to a senior representative of such party, and such senior representatives shall use good faith efforts to resolve the dispute between them. If such senior representatives are unable to resolve the dispute, such dispute shall then be decided by arbitration pursuant to procedures jointly agreed upon by the Government and Consultant. Consultant and the Government shall make good faith efforts to resolve any and all disputes as quickly as possible.

#### XVII. NOTICE

All notices, submissions, consents, and other communications required or permitted under this Agreement shall be in writing and sent via overnight carrier, first class mail, postage prepaid, or transmitted via facsimile or electronically, with confirmation of such transmission, to the Administering Department, care of the Contract Administrator or to the Project Manager, as the case may be, at the address stated in this Agreement or such other address or facsimile number as either party may designate by prior written notice to the other.

#### XVIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof; supersedes any and all prior agreements, proposals, letters of intent, understandings, negotiations and discussions of the parties, whether oral or written, relating to the subject matter hereof; and shall be binding upon the parties' respective successors and permitted assigns.

## XIX. AMENDMENTS

Any modifications to this Agreement shall be made only in writing, signed by the duly authorized representatives of both parties, and a copy shall be attached to the original Agreement.

## XX. SEVERABILITY OF PROVISIONS

If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful, or unenforceable, then such part shall be severed from the remainder of this Agreement, which shall continue to be valid and enforceable to the fullest extent permitted by law.

## XXI. CHOICE OF LAW

This Agreement shall be construed, governed, and enforced in accordance with the laws of the State of Illinois.

## XXII. INTERPRETATION

The headings included in this Agreement are for convenience or reference only, and shall not be considered in the construction hereof. The singular number shall include the plural and vice versa. All uses of the word "including" herein shall, unless otherwise indicated, be interpreted to mean "including, but not limited to."

## XXIII. WAIVER

No failure on the part of either party to exercise, and no delay in exercising, any right, power or privilege hereunder operates as a waiver thereof; nor does any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

## XXIV. COUNTERPARTS

This Agreement may be executed in counterparts, each of which taken together shall constitute one single agreement between the parties.

By the signatures of their duly authorized representatives below, Consultant and the Government, intending to be legally bound, agree to all of the provisions of this Agreement, including any and all Exhibits attached hereto.

GOVERNMENT FINANCE OFFICERS  
ASSOCIATION

CITY OF MONTCLAIR, CALIFORNIA

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Paul M. Eaton  
TITLE: Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Donna M. Jackson  
TITLE: City Clerk

DATE: \_\_\_\_\_

**PROPOSAL TO:**

**City of Montclair, California**

**FOR:**

**Strategic Financial Planning Services**



**GFOA Research and  
Consulting Center**

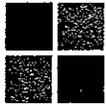
**Government Finance Officers Association**

**November 2010**

*Note: This proposal and description of GFOA methodologies is for the City of Montclair, California, only. All information herein is confidential and proprietary to GFOA. Upon request by GFOA, all materials submitted as part of this proposal must be returned or destroyed.*

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## Project Approach

The two major objectives of our engagement with the City are:

- A. **Mission, Vision, and Strategic Plan Renewal.** GFOA will interview the City's council members and conduct a workshop with elected officials and staff to scan the strategic environment and renew the City's strategic priorities, mission, and vision.
- B. **Financial Forecasting.** GFOA will provide the City with the MuniCast Microsoft Excel-based model for long-term forecasting. GFOA will also work with the City to develop the forecasting process and assumptions. The objective is to develop a process and system to allow the City to update the forecast independently of consultant assistance.

The following sections detail the specific steps that will be taken to achieve these objectives

### **A. Interview City Council Members**

GFOA will interview the Mayor and Council Members to gather information for the strategic planning meeting. Part of the interview will be to see what they perceive as potential changes in the mission and vision of the City. How might the vision and mission be freshened to reflect substantially different economic conditions and service expectations? GFOA will also try to surface other hot button issues that may influence new strategic issues that might impact the City, such as reorganization, employee compensation, and linking services to financial resources. The interviews will also surface questions to Council members have of staff for the strategic planning session.

#### **City Roles:**

- Provide elected official contact information and schedule times for the interviews.

### **B. Financial Forecast Model**

GFOA will provide the City with the *MuniCast*® Financial Forecasting model, including the following basic features and services:

- 1) *MuniCast*® Financial Forecasting model that provides the user with the ability to prepare multi-year forecasts and historic trend analysis for the City's general fund;
- 2) Initial model will be loaded with historic and budgeted data, provided by the City to *GFRG* (GFOA's subcontractor for MuniCast), and incorporate elements of existing models if required by the City;
- 3) Data tables, charts and graphs will be customized to meet the City's specific analytical and reporting requirements;

- 4) All training and customer support provided by *GFRG* is included in the purchase price of the model, including all required data refreshing services (updating data in the model) during the first 12 months of use;

Additional customization and support services, including loading of additional funds and other future revisions of the model, are available at an hourly rate of \$75. Annual data refreshing services after the first 12 months of use are available for an annual fee of \$1,495.

In addition to the technical development of the MuniCast model, GFOA will work with the City to develop a forecast process and forecast assumptions. Briefly, the strategy that we will follow includes:

**Step 1 – Form Teams.** Identify the staff who will work with GFOA on the forecast.

**Step 2 – Define Mission.** This will ensure that everyone knows what the team’s charge is. Briefly, the anticipated mission is to forecast revenue or expense for the next three to five years for the General Fund. The team should develop a forecast model that is well documented and that can be updated periodically (at least annually). The team should also make sure the model accounts for major changes and issues as described in the economic environment.

**Step 3 – Gather Basic Information for Forecasting.** This step focuses on gathering information that is relevant to doing a forecast. There are two types of information the teams should gather: accumulated judgment and expertise and statistical. GFOA will guide City staff on techniques to gather and analyze this information. For example, the GFOA will help the staff construct “influence diagrams” to document critical influencers of the revenue.

**Step 4 – Exploratory Analysis.** In this step, the team starts to dig into the data. The goal of the exploratory analysis is to find big trends, correlations, or patterns. MuniCast has many tools to help the team accomplish this.

**Step 5 - Select methods.** The team will decide which quantitative method to use and how to integrate judgment into the forecast, rather than just relying on statistical forecasts.

**Step 6 - Implement methods.** The methods selected are built into the MuniCast Excel model. This will provide the actual forecast number.

**Step 7 - Evaluate methods.** The results of the forecast model should be tested. GFOA will provide assistance with forecasting testing techniques.

**City Roles:**

- Provide data for MuniCast and learn how to use MuniCast
- Participate with GFOA in developing forecast processes and assumptions

### **C. Staff Meeting**

GFOA come on-site at the City for a two-day meeting. The first day will include a meeting with City staff. The purpose of this meeting is to review the strategic planning process and to get their input. Anticipated important themes of the process include:

- **Environmental scan:** GFOA will explain the purpose of the environmental scan and what role staff will play in explaining it to the Council. We want this to be relatively quick, informative, not too academic or ponderous, yet solid enough to establish the basis for a new mission and vision perspective.
- **Renewed vision, mission, and strategic priorities.** The Council will adopt a new mission, vision, and strategic priorities that are appropriate to the “new normal” economic conditions and that can guide budgeting decisions.
- **A 3-year business plan.** A plan that moves the City toward capacity to achieve its goals within a solid fiscal situation.

#### **City Roles:**

- Provide facilities
- Invite staff
- Participate in meeting

### **D. Council Meeting**

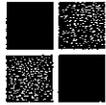
We anticipate that the meeting will convene at Noon on the second day of GFOA’s visit and run until approximately 6:30 pm. We suggest the following agenda:

- Noon Lunch. Get set up and do preliminaries.
- 12:30 pm Begin Environmental Scanning presentation, with Q and A.
- 2:00 pm Discuss emerging Vision and Mission statements.
- 3:00 pm Break
- 3:15 pm Identify the Emerging strategic issues, fully discuss.
- 5:00 pm Break.
- 5:15 pm Discuss and prioritize emerging strategic issues.
- 6:30 pm Summarize session and adjourn.

GFOA will develop a final report based on the results of the meeting.

#### **City Roles:**

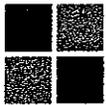
- Provide facilities
- Invite staff
- Participate in meeting
- City staff will take the lead on describing strategic issues to the Council.
- Develop business plan document



## Costs

GFOA will provide MuniCast, forecasting services, and the final report of results on the strategic planning session to the City of Montclair, as described in this proposal.

GFOA proposes a fixed price of \$17,000, inclusive of travel expenses.



## GFOA Project Team

**Shayne Kavanagh, Project Manager:** Shayne is the Senior Management of Research for GFOA. Shayne has been a leader in developing the practice and technique of long-term financial planning for local government. Shayne started GFOA's long-term financial planning consulting offering in 2002 and has been working with governments on financial planning ever since. His current clients include: the City of San Juan Capistrano, California; Wayne County, Michigan; and Blair County, Pennsylvania. Shayne has worked with many other governments on financial planning, many of which are described as references in this proposal, including: the City of San Clemente, California; the City of Gresham, Oregon; the City of Montclair, California; the City of Stockton, California; and Yolo County, California. Shayne has also worked with the City of Menlo Park, California, and the City of Portsmouth, Virginia, on financial policies and budget process reform, respectively. Both of these projects are also described as references in this proposal. When it comes to consulting, Shayne prides himself on:

- **High Customer Satisfaction.** References' testimonial quotes and high rates of repeat business speak for themselves.
- **Innovation and Adaptable Solutions.** Shayne seeks to understand the unique issues each client has and craft solutions that will best fit the situation.
- **Continuous Improvement.** Shayne constantly learns from consulting engagements as well as research with other GFOA member governments and applies these lessons to current and new clients.

Shayne's financial planning experience also drives his research at GFOA. He is the author of a number of influential publications on financial planning, including:

- The leading and highly regarded book about long-term financial planning in local government, *Financing the Future*.
- *An Elected Officials Guide to Long-Term Financial Planning*, a book that focuses on the pivotal role of elected officials in the planning process.
- "Building a Financially Resilient Government through Long-Term Financial Planning," a magazine article that describes moving beyond financial sustainability to a financial management system that is adaptable to changing conditions and regenerative in the face of setbacks.
- A number of articles on long-term financial planning, financial policies, budget reform, using technology to improve efficiency, and other related topics for magazines including *Government Finance Review*, *Public Management*, *School Business Affairs*, and *Public CIO*.

He is also a sought-after speaker on the topic of financial planning, having spoken at a number of conferences on the topic, including: the national GFOA conference, the California Society of Municipal Finance Officers, the Florida GFOA, the Kentucky GFOA, the New England States GFOA, the Michigan GFOA, the Wisconsin GFOA, the International City/County Managers Association, the National League of Cities, and the National Tax Association.

Prior to joining GFOA, Shayne was the Assistant Village Manager for the Village of Palos Park, Illinois, where he was responsible for managing all aspects of financial management operations, including budgeting, utility billing, payroll, and accounting. He received his MPA degree from Northern Illinois University and currently serves on the program's alumni board of advisors.

**Dr. Gerald Gabris (Lead Strategic Planning Facilitator)** is the Director of the Masters of Public Administration Program for Northern Illinois University, one of the highest ranking programs in the country. He has served as a consultant and researcher with numerous cities and federal and state agencies, including the City of Montclair, California; the City of Stockton, California; the Village of Streamwood, Illinois; the City of Wheaton, Illinois; the Village of Carpentersville, Illinois; the Village of LaGrange Park, Illinois; the Village of Lyons, Illinois; and the Village of Palos Park, Illinois. In his consulting work, he has facilitated strategic planning and has assisted multiple City Councils and other governing bodies develop priorities and goals for their jurisdictions. He has also been involved in stakeholder analysis for Streamwood and Park Forest, Illinois. He is active in organizations such as the American Society for Public Administration and has served as the managing editor of *Public Administration Review*. He has served on the editorial boards of *Review of Public Personnel Administration*, *Public Productivity and Management Review*, and the *International Journal of Organization Theory and Behavior*. Professor Gabris received his B.A. (with honors), M.A., and Ph.D. degrees from the University of Missouri-Columbia. His research and teaching interests focus on performance appraisal, organizational development, organizational behavior, leadership, and management systems as they apply to the public sector.

**Christopher J. Swanson, MuniCast Developer:** Chris is the founder of Government Finance Research Group (GFRG), a financial management consulting firm specializing in financial planning, research, cost analysis, econometric modeling, benchmarking, and optimization modeling for local governments throughout the United States. Mr. Swanson developed an innovative financial forecasting and analysis model called, MuniCast<sup>®</sup>, designed for municipal, school district, and special-purpose public agencies. MuniCast<sup>®</sup> is currently used by more than 35 public agencies across the United States. More information about MuniCast<sup>®</sup> is available in Appendix 2 of this proposal. His background includes 20 years of government and corporate financial management, including senior financial and strategic planning roles at the City of Los Angeles, United Healthcare Systems, HealthNet, and The Walt Disney Company. Mr. Swanson has developed complex economic and financial models, implemented performance measurement systems, and led process improvement initiatives at public and private-sector organizations. His academic credentials include an MBA from UCLA's Anderson Graduate School of Management and BA in Political Science from California State University, Northridge. GFRG is a sole proprietorship based in California.

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 10-142 AMENDING AGREEMENT NO. 10-109 WITH THE HOPE THROUGH HOUSING FOUNDATION TO INCLUDE ADDITIONAL TERMS AND CONDITIONS TO THE CONTRACT	<b>DATE:</b> December 20, 2010
	<b>SECTION:</b> AGREEMENTS
	<b>ITEM NO.:</b> 4
<b>BUSINESS PLAN:</b> N/A	<b>FILE I.D.:</b> HSV030
	<b>DEPT.:</b> COMMUNITY DEV.

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**REASON FOR CONSIDERATION:** The City Council is requested to consider amending Agreement No. 10-109 with the Hope Through Housing Foundation to provide an After-School Program (ASP) at the San Antonio Vista Apartments Community Center to include additional terms and conditions to the contract. Proposed Agreement No. 10-142 is attached for the City Council's review and consideration.

**BACKGROUND:** The Hope Through Housing Foundation has presented an amendment to Agreement No. 10-109 to include additional terms and conditions to extend term dates and the funding schedule to provide an ASP at the San Antonio Vista Apartments Community Center. Approval of Agreement No. 10-142 would allow the City of Montclair to continue its partnership with the Hope Through Housing Foundation.

The term of proposed Agreement No. 10-142 is January 3, 2011, through May 25, 2011.

**FISCAL IMPACT:** Should the City Council approve proposed Agreement No. 10-142, the Hope Through Housing Foundation would award the City \$20,750 to staff and provide supplies to the ASP.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 10-142 with the Hope Through Housing Foundation amending Agreement No. 10-109 to include additional terms and conditions specific to extending term dates and the funding schedule to provide an ASP at the San Antonio Vista Apartments Community Center.

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Prepared by: M. Richter

Proofed by: Christina Smolensky

Reviewed and  
Approved by: Steve Luster

Presented by: [Signature]

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HOPE through HOUSING  
FOUNDATION

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

This Facilities Use Addendum (the “Addendum”) is made and entered into this 20<sup>th</sup> day of December of 2010 by and between City of Montclair, hereinafter referred to as the **PROVIDER**, and the Hope Through Housing Foundation, a nonprofit corporation, hereinafter referred to as **HOPE**, with reference to the following:

1. Term.

(a) The term of this Addendum (the “Term”) shall commence on the 3<sup>rd</sup> of January 2011, and shall continue until the 25<sup>th</sup> of May 2011; however notwithstanding anything to the contrary set forth herein, either HOPE or the PROVIDER may terminate this Addendum at any time, with or without cause, on thirty (30) days prior written notice to the other party hereto. Further, HOPE may terminate the Addendum immediately upon any material breach of the agreement by the PROVIDER. **This agreement may be extended beyond the period by agreement of both parties.**

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

2. Cost.

(a) The cost of programming for the period of January 3, 2011 to May 25, 2011 will be said amount of \$20,750.

(b) **Monthly Actual Costs** will be invoiced to HOPE thereafter for programming provided **and are not to exceed \$4,150 per month**. Provider is responsible for programming costs **not to exceed** total cost of contract amount of **\$20,750 for the 5 month period of January 3, 2011 to May 25, 2011.** Any unused portion of contract will be subject to forfeiture by City of Montclair. Payment will be due within **30** days of receipt of invoice.

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

By: HOPE THROUGH HOUSING FOUNDATION,  
a California nonprofit corporation

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

\_\_\_\_\_  
Date

By: CITY OF MONTCLAIR

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

\_\_\_\_\_  
Date

**ATTEST:**

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

\_\_\_\_\_  
Date

**MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON WEDNESDAY,  
DECEMBER 8, 2010, AT 6:40 P.M. IN THE CITY  
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA**

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**I. CALL TO ORDER**

Mayor Eaton called the meeting to order at 6:40 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  
November 15, 2010.**

Moved by Mayor Eaton, seconded by Council Member Ruh, and  
carried unanimously to approve the minutes of the Personnel  
Committee meeting of November 15, 2010.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**

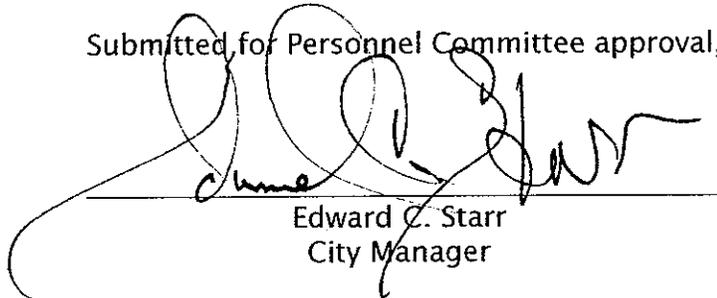
At 6:41 p.m., the Personnel Committee went into Closed Session  
regarding personnel matters related to appointments, resignations/  
terminations, and evaluations of employee performance.

At 6:47 p.m., the Personnel Committee returned from Closed Session.  
Mayor Eaton stated that no announcements would be made at this time.

**VI. ADJOURNMENT**

At 6:47 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr  
City Manager