

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

January 18, 2011

7:00 p.m.

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

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

Page No.

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

II. INVOCATION

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

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. PRESENTATIONS

- A. Presentation of Military Banners to Montclair Servicemen Who Have Completed Their Military Service
- B. Presentation to Mayor Eaton by Renown American Sculptor John E. Svenson of His Book EXPLORING FORM Written by His Son David Svenson

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 - None

VIII. CONSENT CALENDAR

- A. Approval of Minutes
1. Minutes of Regular Joint Council/Agency/MHC Meeting of December 20, 2010 [CC/RDA/MHC]
 2. Minutes of Regular Joint Council/Agency/MHC Meeting of January 3, 2011 [CC/RDA/MHC]
- B. Administrative Reports
1. Consider Receiving and Filing of Treasurer's Report [CC] 5
 2. Consider Approval of Warrant Register and Payroll Documentation [CC] 6
 3. Consider Receiving and Filing of Treasurer's Report [RDA] 7
 4. Consider Approval of Warrant Register [RDA] 8
 5. Consider Receiving and Filing of Treasurer's Report [MHC] 9
 6. Consider Approval of Warrant Register [MHC] 10
 7. Consider Authorization to Allocate Funds from the Contingency Fund and Redevelopment Agency to the California Public Employees' Retirement System Replacement Benefit Plan [CC] 11
 8. Consider Approval of Parcel Map No. 19246 Located at 5436-5440 Arrow Highway [CC]
 - Consider Authorizing Parcel Map No. 19246 to be Recorded with the Office of the San Bernardino County Recorder [CC] 13
 9. Consider Approval of the Filing of a Notice of Completion for the Montera Elementary School Soccer Field Netting Project; Reduction of Faithful Performance Bond to 10 Percent; and Retention of Payment Bond for Six Months [CC] 16
 10. Consider Approval of the Filing of a Notice of Completion for the Replacement of Playground Equipment at Alma Hofman Park Project; Reduction of Faithful Performance Bond to 10 Percent; and Retention of Payment Bond for Six Months [CC]
 - Consider Authorization of an Additional Construction Contingency of \$24,529.27 for Costs Related to the Replacement of Playground Equipment at Alma Hofman Park Project [CC] 19
 11. Consider the Acceptance and Appropriation of Healthy City Sponsorship Funds from the San Bernardino County Department of Public Health [CC] 22
- C. Agreements
1. Consider Approval of Agreement No. 11-07 with Omnitrans Regarding Service and Maintenance of Passenger Amenities [CC] 23

- 2. Consider Redevelopment Agency Board of Directors' Approval of Rehabilitation Grant Agreement Nos. 11-08 through 11-12 by and between the City of Montclair Redevelopment Agency and Five Exterior Housing Improvement Program Participants [CC] 38
- 3. Consider Approval of Agreement No. 11-13 Authorizing the Inland Empire Chapter of the American Red Cross to Provide Emergency Services on Behalf of Individuals and Families Who Are Victims of Disaster [CC]
 - Consider Approval of Agreement No. 11-14 Authorizing the Inland Empire Chapter of the American Red Cross to Use the Montclair Community Center as a Mass-Care Shelter [CC] 46
- 4. Consider Approval of Agreement No. 11-15, a Purchase and Sale Agreement by and between the City of Montclair Redevelopment Agency and Lillian B. Reed Revocable Family Trust Dated October 11, 2006 for the Property Located at 5444 Palo Verde Street [RDA]
 - Consider Authorization of a \$354,000 Appropriation from the Housing Fund for Acquisition and Closing Costs for the Property Located at 5444 Palo Verde Street [RDA] 53
- 5. Consider Approval of Agreement No. 11-16, a Purchase and Sale Agreement by and between the City of Montclair Redevelopment Agency and Edward Malinowski and Robert Malinowski Regarding the Multifamily Property Located at 10333 Pradera Avenue [RDA]
 - Consider Authorization of a \$434,000 Appropriation from the Housing Fund to Finance the Property Purchase and Closing Costs for the Multifamily Property Located at 10333 Pradera Avenue [RDA] 55

D Resolutions- None

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE

XI. COMMUNICATIONS

- A. City Attorney/Agency Counsel
- B. City Manager/Executive Director
- C. Mayor/Chairman
- D. Council/Agency Board
- E. Committee Meeting Minutes *(For Informational Purposes Only)*
 - 1. Minutes of the Personnel Committee Meeting of January 3, 2011 58

XII. APPEAL HEARING

- A. Appeal Hearing for James Thayn
 - (Council may consider continuing this item to an adjourned meeting on Thursday, January 20, 2011, at 6:00 p.m. in the City Council Chambers).

XIII. STRATEGIC PLANNING SESSION

A. Strategic Planning Session

(Council/Agency may consider continuing this item to an adjourned joint meeting on Tuesday, February 1, 2011, at 2:00 p.m. in the Senior Center).

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

The next regularly scheduled City Council, Redevelopment Agency, and Montclair Housing Corporation meetings will be held on Monday, February 7, 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, Yvonne L. Smith, Deputy 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 January 13, 2011.

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: January 18, 2011

SECTION: ADMIN. REPORTS

ITEM NO.: 1

**BUSINESS
PLAN:** N/A

FILE I.D.: FIN520

DEPT.: ADMIN. SVCS.

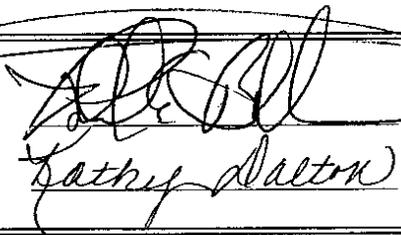
REASON FOR CONSIDERATION: State law requires the City Council to receive and file the Treasurer's Report.

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

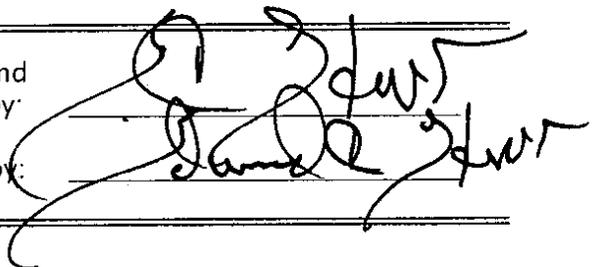
FISCAL IMPACT: Routine—report of City's cash and investments.

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

Prepared by:



Reviewed and
Approved by:



Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER
AND PAYROLL DOCUMENTATION

DATE: January 18, 2011

SECTION: ADMIN. REPORTS

ITEM NO.: 2

FILE I.D.: FIN540

BUSINESS

PLAN: N/A

DEPT.: ADMIN. SVCS.

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

BACKGROUND: Mayor Pro Tem Raft has examined the Warrant Register dated January 18, 2011, and Payroll Documentation dated December 5, 2010, finds them to be in order and recommends their approval.

FISCAL IMPACT: The Warrant Register dated January 18, 2011, totals \$1,314,805.29. The Payroll Documentation dated December 5, 2010, totals \$706,548.62, with \$498,393.35 being the total cash disbursement.

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

Prepared by:

Gordon Smith

Reviewed and
Approved by:

[Signature]

Proofed by:

Janet Kullbeck

Presented by:

[Signature]

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: January 18, 2011

SECTION: ADMIN. REPORTS

ITEM NO.: 3

FILE I.D.: FIN510

BUSINESS

PLAN: N/A

DEPT.: REDEVELOPMENT

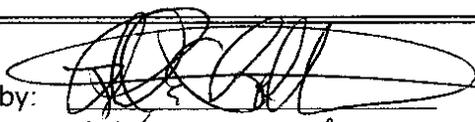
REASON FOR CONSIDERATION: State law requires the Agency Board of Directors to receive and file the Treasurer's Report.

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

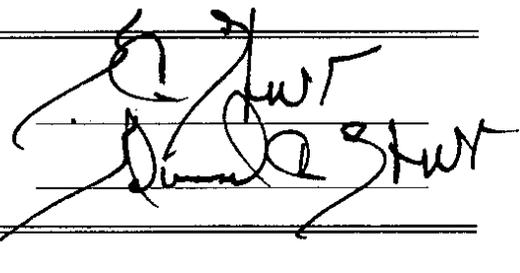
FISCAL IMPACT: Routine—report of the Agency's cash and investments.

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

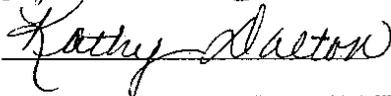
Prepared by:



Reviewed and
Approved by:



Proofed by:



Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER	DATE: January 18, 2011
	SECTION: ADMIN. REPORTS
	ITEM NO.: 4
BUSINESS PLAN: N/A	FILE I.D.: FIN530
	DEPT.: REDEVELOPMENT

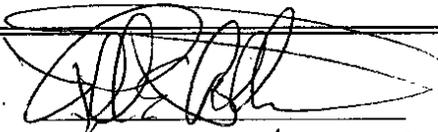
REASON FOR CONSIDERATION: State law requires the Agency Board of Directors to receive and file the Warrant Register.

BACKGROUND: Vice Chairperson Raft has examined the Warrant Register dated 12/01/10 - 12/31/10 in the amounts of \$25,214.12 for Project I; \$424.89 for Project II; \$61,376.30 for Project III, \$22,533.95 for Project IV; \$52,267.85 for Project V, and \$1,032,028.98 for Mission Boulevard Joint Redevelopment Project and finds it to be in order.

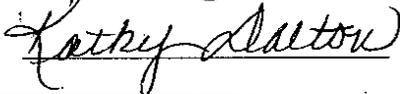
FISCAL IMPACT: Routine—report of Agency's obligations.

RECOMMENDATION: Vice Chairperson Raft recommends approval of the Warrant Register for the period ending December 31, 2010.

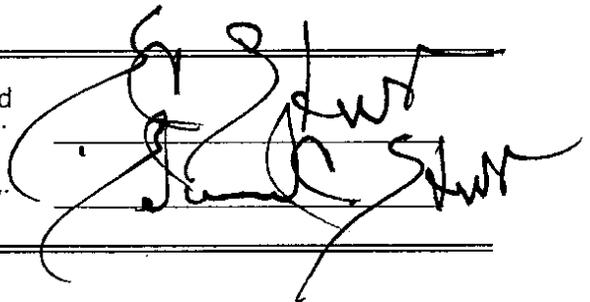
Prepared by:



Proofed by:



Reviewed and Approved by:



Presented by:

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: January 18, 2011

SECTION: ADMIN. REPORTS

ITEM NO.: 5

**BUSINESS
PLAN:** N/A

FILE I.D.: FIN525

DEPT.: MHC

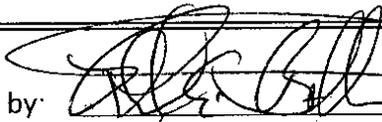
REASON FOR CONSIDERATION: State law requires the Montclair Housing Corporation Board of Directors to receive and file the Treasurer's Report.

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

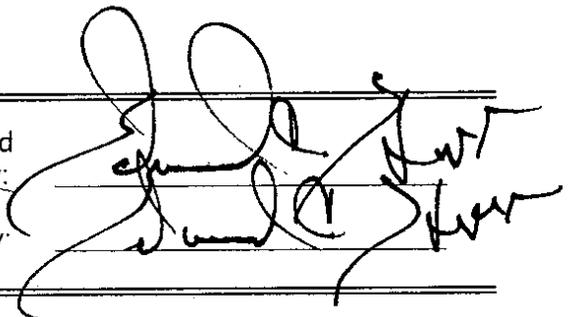
FISCAL IMPACT: Routine—report of the Montclair Housing Corporation's cash and investments.

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

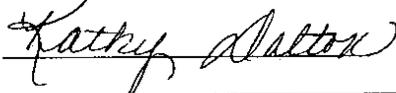
Prepared by:



Reviewed and
Approved by:



Proofed by:



Presented by:

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER	DATE:	January 18, 2011
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	6
BUSINESS PLAN:	N/A	FILE I.D.:	FIN545
		DEPT.:	MHC

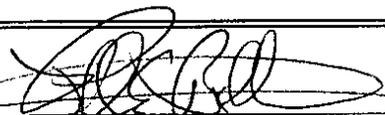
REASON FOR CONSIDERATION: State law requires the Montclair Housing Corporation Board of Directors to receive and file the Warrant Register.

BACKGROUND: Vice Chairperson Raft has examined the Warrant Register dated 12/01/10 - 12/31/10 in the amount of \$52,592.83 for the Montclair Housing Corporation and finds it to be in order.

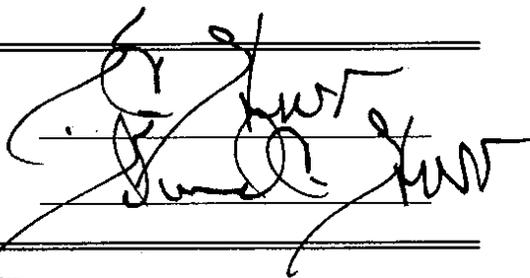
FISCAL IMPACT: Routine—report of Montclair Housing Corporation's obligations.

RECOMMENDATION: Vice Chairperson Raft recommends approval of the Warrant Register for the period ending December 31, 2010.

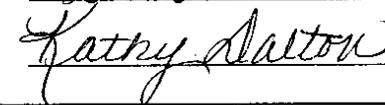
Prepared by:



Reviewed and
Approved by:



Proofed by:



Presented by:

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZATION TO ALLOCATE FUNDS FROM THE CONTINGENCY FUND AND REDEVELOPMENT AGENCY TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM REPLACEMENT BENEFIT PLAN	DATE: January 18, 2011
	SECTION: ADMIN. REPORTS
	ITEM NO.: 7
BUSINESS PLAN: N/A	FILE I.D.: PER650
	DEPT.: CITY MGR./RDA

REASON FOR CONSIDERATION: Internal Revenue Code Section 415(b) limits the maximum annual allowance a retiree is eligible to earn under a public pension system. To meet contractual obligations with the California Public Employees' Retirement System (CalPERS), it is necessary to annually allocate funds to CalPERS' Replacement Benefit Plan (RBP). The RBP operates as a supplemental pension fund used to meet contractual obligations above the Section 415(b) limit. Transfer of funds to the RBP requires City Council/Agency Board of Directors approval.

BACKGROUND: On June 13, 2010, City Manager/Executive Director Lee C. McDougal retired from the City of Montclair as a member of the California Public Employees' Retirement System (CalPERS). Pursuant to the City's Agreement with CalPERS, Mr. McDougal's annual retirement allowance is based on his highest 12 months of compensation.

During the course of each full-time employee's service, agencies contracting with CalPERS pay a fluctuating employer rate intended to compensate the pension plan for future retirement-related costs. CalPERS also assesses standard employee rates for miscellaneous and public safety employees, although many local government agencies pay these assessments on behalf of employees.

Internal Revenue Code Section 415(b) limits the maximum annual allowance a retiree is eligible to earn under a public pension system (currently up to \$195,000). Annual retirement allowances for the vast majority of retired public employees fall well below the Section 415(b) limit. However, for a small number of public pension plan retirees, the Section 415(b) limit may be less than what a retiree would otherwise be eligible to receive under CalPERS regulations, contract provisions, and applicable pension formulas.

To address the Section 415(b) limit, CalPERS established a Replacement Benefit Plan (RBP). The RBP effectively operates as a supplemental pension fund used to "make whole" the pension allowance component limited by Section 415(b). RBP provisions are incorporated into each contracting agency's agreement with CalPERS. When an employee subject to provisions of the RBP retires, the contracting agency is required to pay the "make whole" component directly into the RBP to compensate the eligible retiree for any contractually required allowance above the Section 415(b) limit.

Prepared by:

Proofed by:

Reviewed and
Approved by:

Presented by:

The RBP is not prefunded by annual employer or employee rate contributions it is exclusively funded by specific amounts paid by the public employer directly into the RBP for the sole purpose of providing quarterly payments to the eligible retiree. CalPERS may allow the RBP payment to constitute a credit toward the total amount of future employer rate contributions owed to the Public Employees' Retirement Fund.

Under provisions of the City's Agreement with CalPERS and based on Mr. McDougal's highest 12 months of compensation, he is eligible to participate in the RBP.

FISCAL IMPACT: For calendar year 2011, the amount to be deposited into the RBP is \$110,649.25. Full payment to the RBP must be made no later than February 15, 2011. The requested allocation was not appropriated into the Fiscal Year 2010-11 Adopted Budget.

During his employment with the City of Montclair, Mr. McDougal served as City Manager and Executive Director of the Montclair Redevelopment Agency. His salary and benefits were distributed as follows. 75 percent to the City's General Fund and 25 percent to the Redevelopment Agency. Accordingly, the allocation to the RBP should be based on this distribution formula as follows. a Contingency Fund allocation of 75 percent of \$110,649.25, or \$82,986.94, and a Redevelopment Agency allocation of 25 percent of \$110,649.25, or \$27,662.31.

RECOMMENDATION: Staff recommends the City Council authorize a \$110,649.25 allocation from the Contingency Fund (75 percent, or \$82,986.94) and Redevelopment Agency (25 percent, or \$27,662.31) to the California Public Employees' Retirement System Replacement Benefit Plan for the purpose of compensating former City Manager/Executive Director Lee C. McDougal the retirement allowance component above the Internal Revenue Code Section 415(b) limit for calendar year 2011.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF PARCEL MAP NO. 19246 LOCATED AT 5436-5440 ARROW HIGHWAY	DATE: January 18, 2011
CONSIDER AUTHORIZING PARCEL MAP NO. 19246 TO BE RECORDED WITH THE OFFICE OF THE SAN BERNARDINO COUNTY RECORDER	SECTION: ADMIN. REPORTS
BUSINESS PLAN: N/A	ITEM NO.: 8
	FILE I.D.: LDU350
	DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: Land subdivisions, including parcel maps and tract maps, are allowed by the Subdivision Map Act, subject to City Council approval.

BACKGROUND: Owners of a property located at 5436-5440 Arrow Highway on the north side of Arrow Highway east of Central Avenue have requested that the property be split into three parcels. The lot split complies with the General Plan and zoning requirements and was given tentative approval by the Planning Commission at its meeting of February 8, 2010. The 2.57-acre parcel is to be split into two numbered parcels drawn around the footprint of each existing building and a lettered lot for common areas including parking lots, drive aisles, walkways, and landscape areas. Parcel 1 is 17,226 square feet; Parcel 2 is 22,558 square feet; and Lot A is 72,064 square feet. A copy of the parcel map is attached to this report.

FISCAL IMPACT: Approval of Parcel Map No. 19246 may create a positive fiscal impact. One of the parcels is currently in escrow, and its sale price will determine the new property tax.

RECOMMENDATION: Staff recommends the City Council take the following actions

1. Approve Parcel Map No. 19246 located at 5436-5440 Arrow Highway.
2. Authorize Parcel Map No. 19246 to be recorded with the Office of the San Bernardino County Recorder.

Prepared by: <u><i>Maschke</i></u>	Reviewed and Approved by:	<u><i>Maschke</i></u>
Proofed by: <u><i>Ally</i></u>	Presented by:	<u><i>[Signature]</i></u>

PARCEL MAP NO. 19246

IN THE CITY OF MONTCLAIR, CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF LOT 113, COLLEGE HEIGHTS TRACT, IN THE CITY OF
MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK
17, PAGES 77 AND 78 OF MAPS, RECORDS OF SAID COUNTY.

DENNIS C. FARNSWORTH, R.C.E. 31653

JANUARY 2010

OWNER'S STATEMENT

WE HEREBY STATE WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN UPON THE ANNEXED MAP, AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP.

WE ALSO HEREBY DEDICATE AN OPEN-SPACE EASEMENT IN PERPETUITY AS A COVENANT RUNNING WITH THE LAND OVER LOT "A", BEING THE COMMON AREA, EXCEPT FOR AREAS REQUIRED FOR THOSE CONDOMINIUM BUILDINGS SHOWN ON PLANS RECORDED PURSUANT TO SECTION 1351 OF THE CIVIL CODE, RESERVING TO THE GRANTOR, HIS SUCCESSORS AND ASSIGNS THE RIGHT TO USE THE UNDERLYING LAND FOR RECREATIONAL PURPOSES AND VEHICULAR ACCESS, PROVIDED HOWEVER THAT SAID USE SHALL NOT INTERFERE WITH THE OPEN-SPACE EASEMENT HEREIN GRANTED AND PROVIDED THAT NO IMPROVEMENTS OTHER THAN LANDSCAPING OR RECREATIONAL FACILITIES SHALL BE PLACED UPON SAID LAND WITHOUT THE APPROVAL OF THE GRANTEE, AND PROVIDED FURTHER THAT THE APPROVAL OF THE GRANTEE OF ANY IMPROVEMENT SHALL NOT CONSTITUTE AN ABANDONMENT OF THE OPEN-SPACE EASEMENT.

BORGIA / MAESTRI PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

BY: [Signature]
JAMES S. MAESTRI, MANAGING PARTNER

U.S. BANK NATIONAL ASSOCIATION, AS SUCCESSOR TO THE FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC), AS RECEIVER FOR PFF BANK & TRUST, BENEFICIARY UNDER A DEED OF TRUST RECORDED OCTOBER 30, 1987 AS INSTRUMENT NO. 87-387350, AND RE-RECORDED FEBRUARY 7, 1989 AS INSTRUMENT NO. 89-43893, BOTH OF OFFICIAL RECORDS.

[Signature]
VIRGIL G. SUMMERS, VICE PRES.

[Signature]
JAMES R. MAESTRI, VICE PRES.

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF Orange

ON June 4th 2010, BEFORE ME, Britney Walters, A NOTARY PUBLIC, PERSONALLY APPEARED JAMES S. MAESTRI, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

[Signature] Britney Walters
NOTARY PUBLIC IN AND FOR SAID STATE PRINT NAME

MY PRINCIPAL PLACE OF BUSINESS IS IN Orange COUNTY.

MY COMMISSION NUMBER: 148069

MY COMMISSION EXPIRES: 5/10/11

ACKNOWLEDGMENTS

STATE OF CALIFORNIA
COUNTY OF San Bernardino

ON July 14 2010, BEFORE ME, Mary Agostini Seal, A NOTARY PUBLIC, PERSONALLY APPEARED JAMES S. MAESTRI, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/ 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.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

[Signature] Mary Agostini Seal
NOTARY PUBLIC IN AND FOR SAID STATE PRINT NAME

MY PRINCIPAL PLACE OF BUSINESS IS IN San Bernardino COUNTY.

MY COMMISSION NUMBER: R62533

MY COMMISSION EXPIRES: 8-25-2012

SIGNATURE OMISSIONS

THE SIGNATURE OF THE FOLLOWING HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66435 (b) (5) (A) (1)-(8) OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA, AS THEIR INTEREST CANNOT RIPEN INTO A FEE.

- EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION FOR PUBLIC UTILITY PURPOSES, RECORDED ON JUNE 4, 1987 AS INSTRUMENT NO 87-189189 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA.
- EASEMENT IN FAVOR OF CITY OF MONTCLAIR FOR STREET AND HIGHWAY PURPOSES, RECORDED ON MAY 21, 1982 AS INSTRUMENT NO 82-100088 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA.

ENGINEER'S STATEMENT

I, DENNIS C. FARNSWORTH, HEREBY STATE THAT I AM A REGISTERED CIVIL ENGINEER OF THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTING OF TWO SHEETS IS A TRUE AND COMPLETE REPRESENTATION OF A SURVEY MADE BY ME OR UNDER MY DIRECTION IN JANUARY, 2010. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP AND CONDITIONS OF APPROVAL THEREOF. THAT ALL PROVISIONS OF APPLICABLE STATE LAW AND LOCAL ORDINANCE HAVE BEEN COMPLIED WITH, THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITION WITHIN 24 MONTHS OF RECORDATION OF THIS FINAL MAP, IN COMPLIANCE WITH SECTION 66495 AND 66496 OF THE SUBDIVISION MAP ACT AND SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

[Signature] DATE: 6/1/10
DENNIS C. FARNSWORTH, R.C.E. 31653
EXP. 12/31/2018



CITY ENGINEER'S STATEMENT

I, MICHAEL C. HUDSON, CITY ENGINEER OF THE CITY OF MONTCLAIR, CALIFORNIA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE ANNEXED MAP, THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

MICHAEL C. HUDSON R.C.E. 27955
CITY ENGINEER OF THE
CITY OF MONTCLAIR
DATED _____
REGISTRATION EXPIRES: 3-31-12



MONTCLAIR CITY COUNCIL'S CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF MONTCLAIR BY A MOTION DULY SECONDED AND PASSED, APPROVED THE ATTACHED MAP ON THE _____ DAY OF _____ 2010.

[Signature] DATED: _____
DORNA JACKSON
CITY CLERK OF THE CITY OF MONTCLAIR

MONTCLAIR PLANNING COMMISSION'S CERTIFICATE

I DO HEREBY CERTIFY THAT THE SUBDIVISION SHOWN ON THE ANNEXED MAP IS SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP APPROVED AT A MEETING OF THE PLANNING COMMISSION OF THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA HELD, ON THE 8TH DAY OF FEBRUARY, 2010.

BY: _____ DATED: _____
SECRETARY OF THE CITY OF MONTCLAIR
PLANNING COMMISSION

BOARD OF SUPERVISOR'S CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY AND MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS, COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THE ANNEXED MAP WITH THE COUNTY RECORDER IS A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE AND THAT THE SUBDIVIDER HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER GIVING HIS ESTIMATE OF THE AMOUNT OF SAID TAXES AND ASSESSMENTS, AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: _____ DENA M. SMITH
INTERIM CLERK OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SAN BERNARDINO

COUNTY AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON THE ANNEXED MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE, ESTIMATED TO BE \$ _____.

LARRY WALKER, COUNTY AUDITOR
COUNTY OF SAN BERNARDINO

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER _____ THIS DAY OF _____ 2010, AT _____ M., IN BOOK _____ OF _____ AT PAGE _____ AT THE REQUEST OF _____ IN THE AMOUNT OF \$ _____.

LARRY WALKER
AUDITOR/CONTROLLER-RECORDER
COUNTY OF SAN BERNARDINO

BY: _____
DEPUTY RECORDER

NUMBER OF PARCELS: 2
 NUMBER OF LETTERED LOTS: 1
 2.76 ACRES (NET)

PARCEL MAP NO. 19246

SHEET 2 OF 2 SHEETS

IN THE CITY OF MONTCLAIR, CALIFORNIA
 BEING A SUBDIVISION OF A PORTION OF LOT 113, COLLEGE HEIGHTS TRACT, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 17, PAGES 77 AND 78 OF MAPS, RECORDS OF SAID COUNTY.

DENNIS C. FARNSWORTH, R.C.E. 31653

JANUARY 2010

ENGINEER'S NOTES:

- INDICATES MONUMENTS FOUND 1" I.P. TAGGED 9399, UNLESS OTHERWISE NOTED.
- INDICATES TO BE SET 1" IRON PIPE WITH NAIL AND TAGGED RCE 31653. SAID 1" IRON PIPES TO BE SET AT ALL STREET INTERSECTIONS, B.C.'S AND E.C.'S AND ALL BOUNDARY CORNERS, REAR LOT CORNERS AND ANGLE POINTS, UNLESS OTHERWISE NOTED. NAIL AND TAG MAY BE SET IN THE TOP OF CURB ON FRONT PROJECTION OF ALL SIDE LOT LINES OR ON TOP OF FACE OF WALLS AT REAR LOT CORNERS IN LIEU OF 1" IRON PIPES.
- () INDICATES RECORD DATA PER PMB 86/17-18.
- [] INDICATES RECORD DATA PER MB 79/84-85.
- | | INDICATES RECORD DATA PER RS 3/23.
- < > INDICATES RECORD DATA PER MB 17/77-78.
- < > INDICATES RECORD DATA PER PMB 83/35-36.
- [|] INDICATES RECORD DATA PER PMB 226/82-83.

EASEMENT NOTES:

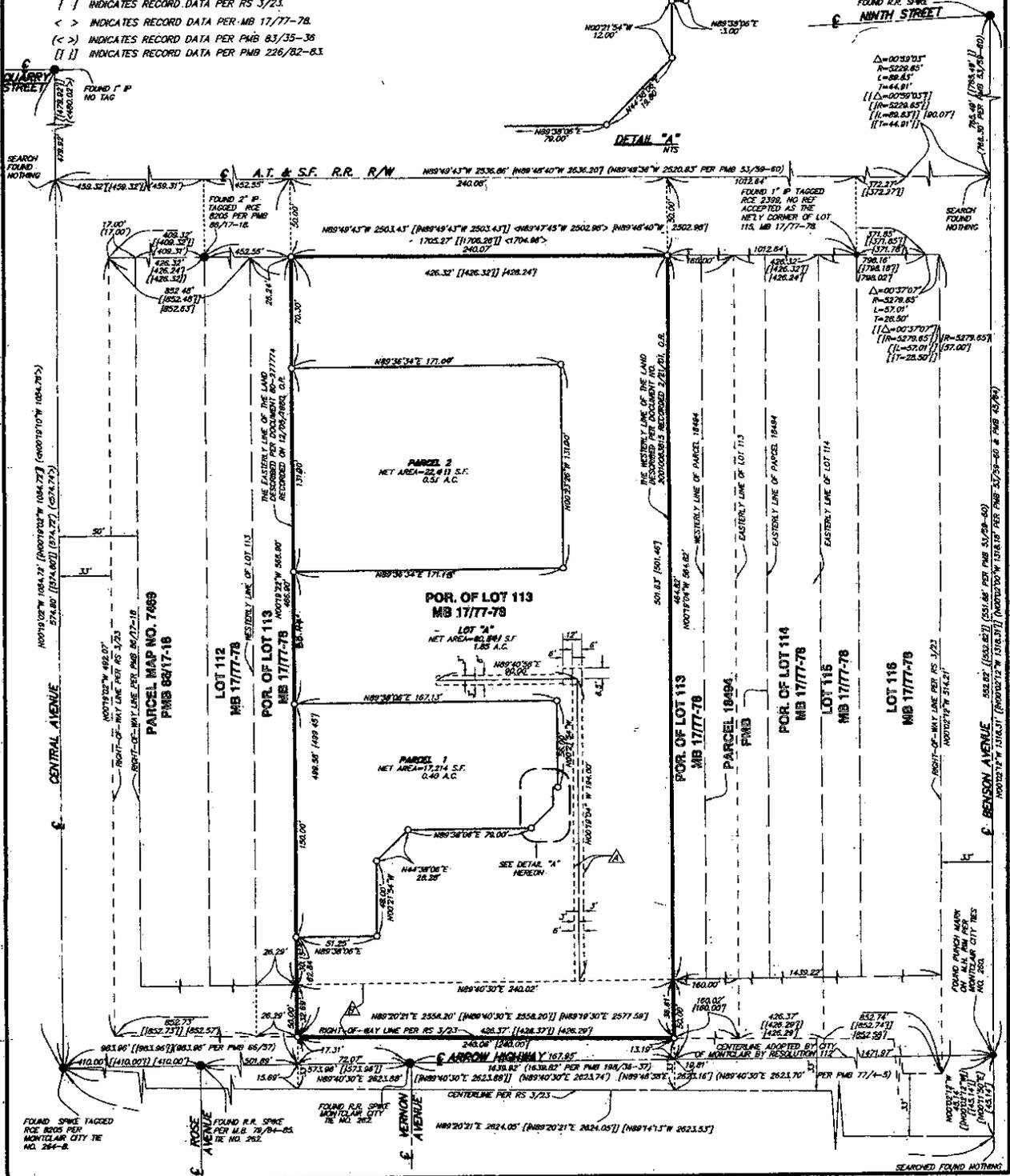
- △ EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION FOR PUBLIC UTILITY PURPOSES, RECORDED ON JUNE 4, 1987 AS INSTRUMENT NO 87-189189 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA.
- △ EASEMENT IN FAVOR OF CITY OF MONTCLAIR FOR STREET AND HIGHWAY PURPOSES, RECORDED ON MAY 21, 1982 AS INSTRUMENT NO 82-100068 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA.

BASIS OF BEARINGS:

BEARINGS ARE BASED ON THE CENTERLINE OF ARROW HIGHWAY BEING N 89° 40' 30" E PER PMB 86/17-18.



Scale 1" = 40'



AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF THE FILING OF A NOTICE OF COMPLETION FOR THE MONTERA ELEMENTARY SCHOOL SOCCER FIELD NETTING PROJECT; REDUCTION OF FAITHFUL PERFORMANCE BOND TO 10 PERCENT; AND RETENTION OF PAYMENT BOND FOR SIX MONTHS

BUSINESS PLAN: STRATEGIC PRIORITY NO. 3, GOAL 3

DATE: January 18, 2011

SECTION: ADMIN. REPORTS

ITEM NO.: 9

FILE I.D.: PRK375

DEPT.: PUBLIC WORKS

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

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

BACKGROUND: On November 1, 2010, Alcorn Fence Company was awarded a contract for the Montera Elementary School Soccer Field Netting Project and entered into Agreement No. 10-116 with the City. All work required pursuant to Agreement No. 10-116 has been satisfactorily completed. Work included new netting along the north side of the soccer field as a precaution of preventing erratic soccer balls from entering residential backyards to the north of the soccer fields.

The contractor, Alcorn Fence Company, was unable to complete final cleanup and irrigation repair on the project prior to Montera Elementary School's resuming session following the Ontario-Montclair School District's holiday schedule. In agreement with Alcorn Fence Company, Southern California Landscape was hired to make the necessary improvements and complete the job in time. Change order reductions were issued for the project in order to compensate California Landscape, Inc., for its services. A total amount of \$3,116 has been deducted from Alcorn Fence Company's contract for this compensation.

FISCAL IMPACT: During the course of construction, it was necessary to modify the project scope of services through construction change orders. The changes ultimately decreased the total construction cost from the awarded amount of \$29,635 to the final cost of \$26,769, a \$2,866 decrease.

Prepared by:

M. S. C. H. L.

Reviewed and Approved by:

M. S. C. H. L.

Proofed by:

all my

Presented by:

[Signature]

RECOMMENDATION: Staff recommends the City Council take the following actions related to completion of the Montera Elementary School Soccer Field Netting Project:

1. Approve the filing of a Notice of Completion with the Office of the San Bernardino County Recorder.
2. Reduce the Faithful Performance Bond to 10 percent.
3. Retain the Payment Bond for six months.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

APN NO. : N/A

(Space above this line for Recorder's Use)

NOTICE OF COMPLETION

NOTICE is hereby given that:

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

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

The work was completed on that certain work known as Montera Elementary School Soccer Field Netting Project

for the undersigned City of Montclair, a Municipal Corporation, on the 18th day of January, 2011

The City accepted the job on the 3r day of January, 2011

The Contractor on said job was Alcorn Fence Company
9901 Glen Oaks Blvd.
Sun Valley, CA. 91353-1249

The improvement consisted of Soccer Field Netting

The property upon which said work of improvement was completed is described as: 4825 Bandera Street

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 true and correct.

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

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

City Engineer, City of Montclair

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF THE FILING OF A NOTICE OF COMPLETION FOR THE REPLACEMENT OF PLAYGROUND EQUIPMENT AT ALMA HOFMAN PARK PROJECT; REDUCTION OF FAITHFUL PERFORMANCE BOND TO 10 PERCENT; AND RETENTION OF PAYMENT BOND FOR SIX MONTHS

DATE: January 18, 2011
SECTION: ADMIN. REPORTS
ITEM NO.: 10
FILE I.D.: PRK200
DEPT.: PUBLIC WORKS

CONSIDER AUTHORIZATION OF AN ADDITIONAL CONSTRUCTION CONTINGENCY OF \$24,529.27 FOR COSTS RELATED TO THE REPLACEMENT OF PLAYGROUND EQUIPMENT AT ALMA HOFMAN PARK PROJECT

BUSINESS

PLAN: STRATEGIC PRIORITY NO. 9

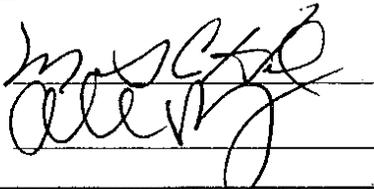
REASON FOR CONSIDERATION: State law requires Notices of Completion to be recorded with the County Recorder upon acceptance of a public works project. Notices of Completion require City Council approval.

Approval of this Notice of Completion would satisfy a portion of Strategic Priority No. 9 as contained in Montclair's "Business Plan."

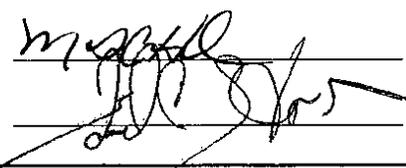
BACKGROUND: On September 7, 2010, the City Council awarded a contract to Creative Contractors, Inc., for the Replacement of Playground Equipment at Alma Hofman Park Project and entered into Agreement No. 10-106. All work required pursuant to Agreement No. 10-106 has been satisfactorily completed including removal of all existing playground equipment, installation of new playground equipment, placement of rubberized playground surface, and installation of new park benches. The scope of work was modified to add replacement of some damaged concrete sidewalk and installation of additional rubberized playground surface within the shark play area.

FISCAL IMPACT: This project is entirely funded through the California Department of Parks and Recreation Proposition 40 Per Capita Grant Program. The contract for the subject project was awarded for \$142,427.00. The award also authorized a construction contingency of \$15,000. During construction, the scope of work was modified to include the replacement of damaged sidewalk, addition of a rubberized surface in the shark play area, and changes in a few quantities. The changes increased the total construction cost from the awarded amount of \$142,427.00 to the final cost of \$181,956.27, an increase of \$39,529.27. With the previously authorized \$15,000 construction contingency, an additional \$24,529.27 is needed to offset the shortfall for the unforeseen work.

Prepared by:



Reviewed and
Approved by:



Proofed by:

Presented by:



RECOMMENDATION: Staff recommends the City Council take the following actions related to completion of the Replacement of Playground Equipment at Alma Hofman Park Project:

1. Approve the filing of a Notice of Completion with the Office of the San Bernardino County Recorder.
2. Reduce the Faithful Performance Bond to 10 percent.
3. Retain the Payment Bond for six months.
4. Authorize an additional construction contingency of \$24,529.27 for costs related to the 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. : N/A

(Space above this line for Recorder's Use)

NOTICE OF COMPLETION

NOTICE is hereby given that:

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

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

The work was completed on that certain work known as Replacement of Playground Equipment at Alma Hofman Park Project

for the undersigned City of Montclair, a Municipal Corporation, on the 18th day of January, 2011

The City accepted the job on the 16th day of December, 2010

The Contractor on said job was Creative Contractors, Inc.
P.O. Box 80784
Rancho Santa Margarita, CA. 92688

The improvement consisted of New Playground Equipment

The property upon which said work of improvement was completed is described as: 5200 Benito Street

VERIFICATION

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

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

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

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

City Engineer, City of Montclair

AGENDA REPORT

SUBJECT: CONSIDER THE ACCEPTANCE AND APPROPRIATION OF HEALTHY CITY SPONSORSHIP FUNDS FROM THE SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC HEALTH

DATE: January 18, 2011

SECTION: ADMIN. REPORTS

ITEM NO.: 11

FILE I.D.: HSV042

BUSINESS

PLAN: N/A

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider accepting and appropriating one-time Healthy City sponsorship funds from the San Bernardino County Department of Public Health in the amount of \$25,000 to fund programs that will improve the health and well being of the community.

BACKGROUND: The Healthy City sponsorship is intended to promote the following activities in the City of Montclair:

- Create and promote an employee wellness program.
- Research and implement healthy community policies and initiatives.
- Promote community health activities.
- Support existing health and wellness programs such as *Por La Vida* and the Montclair Medical Clinic.

The term of this Healthy City sponsorship is from January 3, 2011, through January 3, 2012.

FISCAL IMPACT: The Healthy City sponsorship would provide funding in the amount of \$25,000 to pay for personnel and program costs.

RECOMMENDATION: Staff recommends the City Council accept and appropriate Healthy City sponsorship funds in the amount of \$25,000 from the County of San Bernardino Department of Public Health.

Prepared by:

Kelsey M. DeForge

Reviewed and
Approved by:

Steve Lupton

Proofed by:

M. Richter

Presented by:

[Signature]

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 11-07 WITH OMNITRANS REGARDING SERVICE AND MAINTENANCE OF PASSENGER AMENITIES

DATE: January 18, 2011

SECTION: AGREEMENTS

ITEM NO.: 1

BUSINESS PLAN: N/A

FILE I.D.: TRN250

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: Omnitrans has requested renewal of its Agreement with the City to service and maintain specified amenities at various bus stops in Montclair. A copy of proposed Agreement No. 11-07 is attached for the City Council's review and consideration.

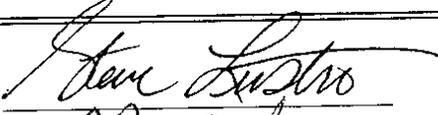
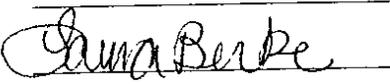
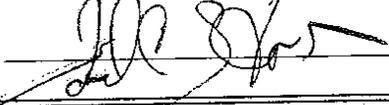
BACKGROUND: Omnitrans has installed and maintains passenger amenities at various locations in the City including shelters, benches, and trash receptacles. Omnitrans has been responsible for maintaining these amenities, most recently through Agreement No. 01-170 approved by the Council on December 17, 2001. Although the previous Agreement with the City expired on July 31, 2009, Omnitrans has continued to service and maintain its passenger amenities in Montclair up through the present time.

Omnitrans currently services and maintains amenities at the ten locations summarized below:

<i>Street</i>	<i>Cross Street</i>	<i>Direction</i>	<i>Amenities</i>
Central Avenue	Holt Boulevard	N/B	Bench/Trash receptacle
Central Avenue	Howard Street	S/B	Bench/Trash receptacle
Monte Vista Avenue	Arrow Highway	S/B	Shelter/Bench/Trash receptacle
Monte Vista Avenue	San José Street	S/B	Bench/Trash receptacle
Monte Vista Avenue	San José Street	N/B	Bench/Trash receptacle
Palo Verde Street	Central Avenue	W/B	Shelter/Bench/Trash receptacle
Ramona Avenue	Howard Street	N/B	Bench/Trash receptacle
Ramona Avenue	Phillips Boulevard	N/B	Bench/Trash receptacle
San Bernardino Street	Monte Vista Avenue	E/B	Shelter/Bench/Trash receptacle
San Bernardino Street	Central Avenue	W/B	Shelter/Bench/Trash receptacle

The general scope of services for the passenger amenities is as follows:

- Shelters – Steam wash not less than once per month; clean within a 15-foot radius of the shelter not less than once per week; remove graffiti within 48 hours of discovery by Omnitrans or notification by the City.

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

- ❑ Benches – Clean not less than once per week.
- ❑ Trash receptacles – Empty at least once per week, more often if necessary at specific high-demand locations; clean at least once per month.

The term of proposed Agreement No. 11-07 shall be from the date of execution until December 31, 2014. There is no cost to the City for this program other than the administration of the Agreement and coordinating activities with Omnitrans.

FISCAL IMPACT: Approval of proposed Agreement No. 11-07 will result in no fiscal impact to the General Fund.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 11-07 with Omnitrans regarding service and maintenance of passenger amenities.

**CITY OF MONTCLAIR
BUS SHELTER SERVICES AGREEMENT**

1. Parties and Date

This Bus Shelter Services Agreement ("Agreement") is made and entered into this _____ day of _____, 2010 by and between the City of Montclair, a California municipal corporation organized under the laws of the State of California with its principal place of business at 5111 Benito Street, Montclair, California 91763 ("City") and Omnitrans, a California Joint Powers Authority, with its principal place of business at 1700 West Fifth Street, San Bernardino, California 92411 ("Omnitrans"). City and Omnitrans are also referred to herein individually as "Party" and collectively as "Parties."

2. Recitals

2.1 Purpose

2.1.1. Omnitrans is a provider of public mass transportation for the entire San Bernardino Valley and has the professional ability to administer programs to construct and maintain bus shelters, and implement passenger amenities programs in cities. Omnitrans represents that it is experienced in providing such services to public clients and is generally familiar with the ~~plans~~ service requirements of City.

2.1.2. The Parties recognize that upgraded, well-maintained shelters at bus stop locations in the City benefit City residents, the City's business community, and transit riders region wide.

2.1.3. The Parties desire that by this Agreement, Omnitrans shall have the exclusive right and responsibility to provide bus stop amenities and in exchange to receive all revenue from such amenities.

2.2. Program

City desires to engage Omnitrans to administer a comprehensive passenger amenities program ("Program") at current and future bus stops throughout the City as set forth in this Agreement.

3. Terms

3.1. Scope of Services and Term

- 3.1.1. **General Scope of Services.** The City grants to Omnitrans the right to administer the Program at current and future bus stop zones throughout the City. Omnitrans may use a contractor or contractors to perform the construction and maintenance services in connection with the Program ("Services") at current and future bus stop zones within the City.
- 3.1.2. **Bus Shelters.** Omnitrans shall ensure that bus shelters in the City are constructed in accordance with all applicable Americans with Disabilities Act ("ADA") guidelines. One or more of the following three types of shelters, constructed by Tolar Manufacturing Co., Inc., Corona, California, or shelters of a substantially similar design and quality shall be used in this Agreement subject to final approval by City: (1) 13-foot shelter, Model No. 13ALD48-PM; (2) 17-foot shelter, Model No. 17ALS48-PM; and (3) 17-foot narrow footprint shelter, Model No. 17ALD40-PM. The type of shelter to be used for each location shall be determined by mutual agreement of the parties. Examples of the shelter types to be used are more particularly described and pictured in Exhibit "A" attached hereto and hereby incorporated by reference.
- 3.1.3. **Maintenance and Cleaning.** Omnitrans shall maintain all shelters and other amenities in good repair and order throughout the term of this Agreement. Any graffiti shall be removed within forty-eight (48) hours of discovery by Omnitrans or notification by the City and in compliance with City's graffiti abatement ordinance. Omnitrans shall thoroughly steam wash all shelters within the City not less than once per month, clean the 15' radius of the shelters not less than once per week, and clean the benches not less than once per week. In addition, Omnitrans shall respond and perform to City demands for more frequent maintenance and cleaning of the shelters as required to maintain an aesthetically safe, clean, and healthy appearance.
- 3.1.4. **Amenities – Waste Receptacles.** Omnitrans will place and maintain trash receptacles at all existing and future amenity locations, empty waste receptacles at least once per week, clean at least once a month, and add trash receptacles as required by law or in Omnitrans' or the City's discretion. In addition, Omnitrans shall respond and perform to City demands for more frequent disposal of waste and cleaning of receptacles as required to maintain an aesthetically safe, clean, and healthy appearance.

- 3.1.5. Relocation or Removal.** During the term of this Agreement, the City, in its sole discretion and at its expense, may require the relocation or removal of any shelter if the physical surroundings or use of the shelter poses a threat to the public health or safety. In such case, Omnitrans shall be responsible for arranging for such relocation or removal. In all other cases, Omnitrans in its sole discretion and expense, may remove and/or relocate any bus shelter for its operational convenience. Any new location shall be determined by the parties in accordance with Section 3.1.8.
- 3.1.6. Advertising/Public Service Announcements.** At a minimum, two (2) advertising panels within the City's boundaries shall be made available for the City's use for public service announcements.
- 3.1.7. Advertising Content.** Omnitrans does not permit, under any circumstances, any Advertisements that violate any federal, state, county, or local regulation, law, code, or ordinance; is or can be construed to be false, misleading, deceptive, or clearly defamatory; violates or can be construed to violate any local community standards including without limitation obscenity or pornography; advocates any unlawful action; promotes alcohol, tobacco, or sexual products or services; or contains words or illustrations that can be construed as a traffic-control device or symbol. All Advertisements that contain content or have a presentation that is objectionable, as so deemed by either Omnitrans or the City, will be removed from affected Amenities within 48 hours of notification from either Omnitrans or the City, regardless of prior approvals, and at Omnitrans' Contractor's sole expense.
- 3.1.8. Approval by City.** Omnitrans and the City shall work cooperatively to identify bus shelter locations. No bus shelter may be placed without first obtaining all necessary approvals and permits by the City and any other person having ownership or jurisdiction of the bus shelter location.
- 3.1.9. Duty to Inform Public.** Omnitrans shall make every practicable effort to inform the community of its responsibilities for maintenance of the shelters and of the mechanisms in place for the public to report problems concerning the bus shelters.
- 3.1.10. Term.** The term of this Agreement shall be from the date of execution of this Agreement through and until December 31, 2014, unless earlier terminated as provided herein.
- 3.1.11. Ownership.** During the term of this Agreement, all shelters and amenities shall remain the property of Omnitrans, except as set forth in Section 3.4.1.

3.2. Responsibilities

3.2.1. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Omnitrans' or its selected Contractor(s) or any other subcontractor under the Contractor's direct supervision. Contractor will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. Omnitrans' Contractor shall be an independent contractor and not an employee of Omnitrans or City.

Omnitrans and its Contractors retain the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Omnitrans or its Contractor(s) shall at all times be under the direction and control of its employer. If services are performed by a contractor, the Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Further, Contractor shall be responsible for all reports and obligations respecting such additional personnel including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and Workers' Compensation insurance. Contractor shall be solely responsible for the payment of all costs, expenses, and liabilities due to any subcontractor. Omnitrans shall require Contractor to execute contracts for the benefit of the City and Omnitrans, releasing the City from all costs, expenses, and liabilities arising from Contractor's performance of the services.

3.2.2. Conformance to Applicable Requirements. All work performed by Contractor in connection with this Agreement shall comply with all applicable federal, state, and local laws.

3.2.3. Substitution of Key Personnel. Omnitrans has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Omnitrans may substitute other personnel of at least equal competence. The key Omnitrans personnel for performance of this Agreement shall be the Omnitrans Director of Marketing or his or her designee.

3.2.4. City's Representative. The City hereby designates the City Manager or his designee to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all proposed work under this Contract. Omnitrans shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5. Omnitrans' Representative. Omnitrans hereby designates the Omnitrans Stops and Stations Supervisor to act as its representative for the performance of this Agreement ("Omnitrans' Representative"). Omnitrans' Representative shall have the authority to represent and act on behalf of Omnitrans for all purposes under this Agreement.

Omnitrans' Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures for the satisfactory coordination of all portions of the Program and Services under this Agreement.

3.2.6. Coordination of Services. Omnitrans agrees to work with City staff in the performance of Program and Services, and each party's representative shall be available to the other at reasonable times with reasonable notice.

3.2.7. Insurance.

3.2.8. Minimum Requirements. Omnitrans shall require that the Contractor shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by Contractor, its subcontractors, Omnitrans, its agents, representatives, employees or contractors. Omnitrans shall also require the Contractor to include contract provisions requiring that all subcontractors of the Contractor shall procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

3.2.9. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The City shall be named as an additional insured for all such coverage, and be provided with applicable endorsements as more particularly described below.

3.2.10. Minimum Limits of Insurance. Coverage shall be at least: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be

twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. The City shall be named as an additional insured for all such coverage, and be provided with applicable endorsements as more particularly described below.

3.2.11. Insurance Endorsements. The insurance policies shall contain the following provisions, or Omnitrans or its contractor shall provide endorsements on forms supplied or approved by the City, to add the following provisions to the insurance policies:

3.2.11.1. General Liability. The general liability policy shall be endorsed to state that: (1) the City, and Omnitrans, and their directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City and Omnitrans, and their directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's or any subsequent contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Omnitrans or the City, or their directors, officials, officers, employees, agents and volunteers shall be excess of Contractor's or any subsequent contractor's insurance and shall not be called upon to contribute with it in any way.

3.2.11.2. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) Omnitrans, the City, and their directors, officials, officers, employees, agents and volunteers shall be covered as additional insured's with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor; and (2) the insurance coverage shall be primary insurance as respects Omnitrans or the City, and their directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor scheduled underlying coverage. Any insurance or self-insurance maintained by Omnitrans or the City, and their directors, officials, officers, employees, agents and

volunteers shall be excess of the Contractors insurance and shall not be called upon to contribute with it in any way.

3.2.11.3. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy that arise from work performed by Contractor or any other contractor or subcontractor performing work pursuant to this Agreement.

3.2.11.4. All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Omnitrans and the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Omnitrans or the City, their directors, officials, officers, employees, agents, and volunteers.

3.2.12. Separation of Insureds. No Special Limitations. All insurance required by this Section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to Omnitrans or the City, their directors, officials, officers, employees, agents, and volunteers.

3.2.13. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to Omnitrans and the City. The Contractor shall guarantee that the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Omnitrans or the City and their directors, officials, officers, employees, agents and volunteers.

3.2.14. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less A-VII, licensed to do business in California.

3.2.15. Verification of Coverage. The Contractor shall furnish to Omnitrans original certificates of insurance and endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms satisfactory to Omnitrans. The City reserves the right to require complete copies of all required insurance policies at any time.

3.3. Compensation. Omnitrans shall receive no monetary compensation or reimbursement from the City for the Program and the Services rendered under this

Agreement. Except as provided elsewhere in this Agreement, the Program and Services are to be provided at no cost to the City. Omnitrans and the City acknowledge that all advertising revenue generated by the shelters shall be the property of Omnitrans and is sufficient consideration for the performance of Omnitrans' obligations hereunder.

3.4. General Provisions

3.4.1. Termination of Agreement.

3.4.1.1. **Notice of Termination.** Either Party may, by written notice to the other, terminate the whole or any part of this Agreement with or without cause by giving written notice of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

3.4.1.2. **Effect of Termination by City Without Cause.** If this Agreement is terminated without cause by the City as provided herein, City must compensate Omnitrans for the prorated advertising revenue that Omnitrans would have earned had the Agreement not been terminated early; provided, however, to receive such compensation, Omnitrans shall have in place executed agreements with designated advertisement vendors; furthermore, compensation shall be provided only for those bus shelters for which such agreements are in effect and advertising revenue has been agreed to but not received by Omnitrans and only to the expiration date of such agreements with advertisement vendor(s) or the expiration date of this Agreement, whichever is sooner. Except as otherwise provided herein, City shall pay Omnitrans the average monthly income received over the two years prior to the effective termination date for every month remaining in the contract term in a lump sum. Upon the payment of such compensation, City may require Omnitrans to remove, at Omnitrans' sole cost and expense within thirty (30) days from notification, all shelters installed by Omnitrans pursuant to this Agreement. The premises upon which the shelters were installed shall be restored to their prior condition at the expense of Omnitrans. Any shelters or other amenities not removed by Omnitrans within the notice period shall, at the option of the City, become the property of the City for removal at the expense of Omnitrans and disposal or reuse as the City sees fit.

3.4.1.3. **Other Termination or Expiration.** If this Agreement expires, is terminated by the City for cause, or is terminated by Omnitrans, the City may require the removal of the

shelters and other amenities at the expense of Omnitrans within thirty (30) days of written notice. The premises upon which the shelters were installed shall be restored to their prior condition at the expense of Omnitrans. Any shelters or other amenities not removed by Omnitrans within the notice period shall, at the option of the City, become the property of the City for removal at the expense of Omnitrans and disposal or reuse as the City sees fit.

3.4.2. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address or at such other address as the respective Parties may provide in writing for this purpose:

Omnitrans: Director of Marketing
Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411

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

Such notice shall be deemed made when personally delivered or when mailed twenty-four (24) hours after deposit in the U.S. Mail, first-class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.4.3. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.4.4. Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, neither Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.4.5. Indemnification. Omnitrans shall defend, indemnify, and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any actual or alleged acts, omissions,

or willful misconduct of Omnitrans, its officials, officers, employees, agents, contractors, and subcontractors arising out of or in connection with the performance of, the Program, Services, or this Agreement. City shall defend, indemnify, and hold the Omnitrans, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any actual or alleged acts, omissions or willful misconduct of City, its officials, officers, employees, agents, contractors, and subcontractors arising out of or in connection with the performance of the Program, Services, or this Agreement.

3.4.6. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.4.7. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

3.4.8. Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.4.9. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Omnitrans include all personnel, employees, agents, and contractors of Omnitrans, except as otherwise specified in this Agreement. All references to City include its officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.4.10. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.4.11. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or

condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppels, or otherwise.

- 3.4.12. **No Third Party Beneficiaries.** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.
- 3.4.13. **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.4.16 **Prohibited Interest.** Omnitrans maintains and warrant that it has not employed nor retained any company or person, other than a bona fide employee working solely for Omnitrans, to solicit or secure this Agreement. Further, Omnitrans warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Omnitrans, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement or obtain any present or anticipate material benefit arising there from.
- 3.4.17 **Equal Opportunity Employment.** Omnitrans represents that it is an equal opportunity employer and it shall not discriminate against any contractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such nondiscrimination shall include, but not be limited to, all activities relate to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Omnitrans shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.
- 3.4.18 **Labor Certification.** By its signature hereunder, Omnitrans certifies that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- 3.4.19 **Authority to Enter Agreement.** Omnitrans has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the

individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.4.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.4.21 Assignment.

3.4.21.1 Omnitrans shall have the right to assign all or part of this Agreement upon consent of the City, which consent shall not be unreasonably withheld.

CITY OF MONTCLAIR
A California Municipal Corporation

OMNITRANS
A California Joint Powers Authority

By: _____
Edward C. Starr
City Manager

By: _____
Milo Victoria
CEO/General Manager

Dated: _____

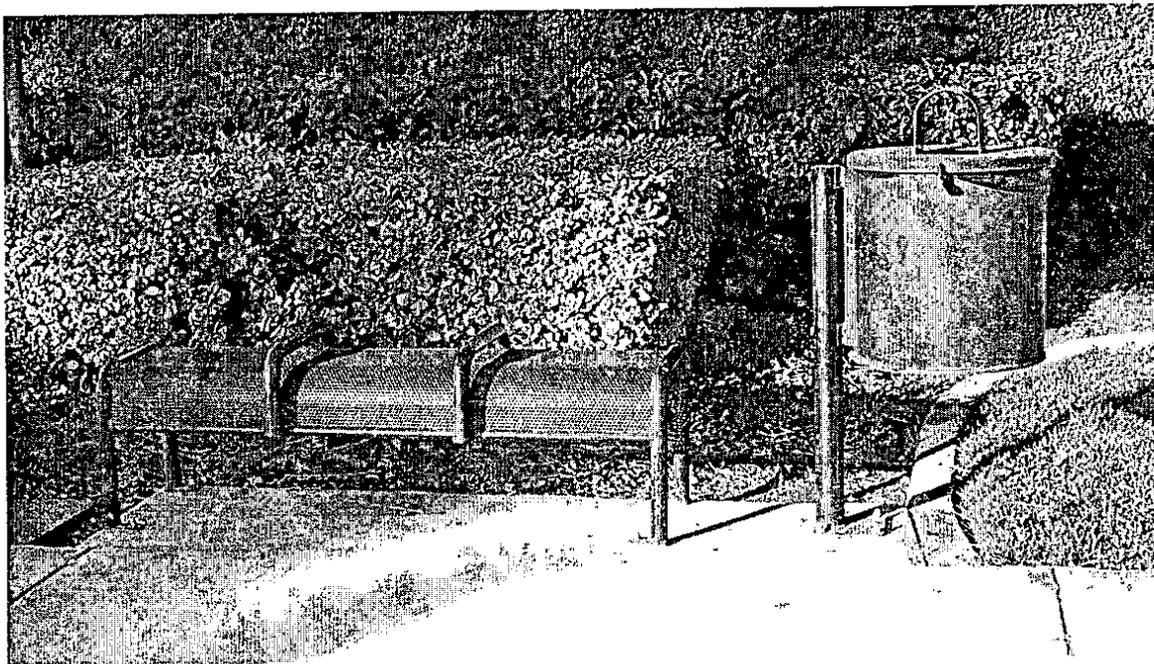
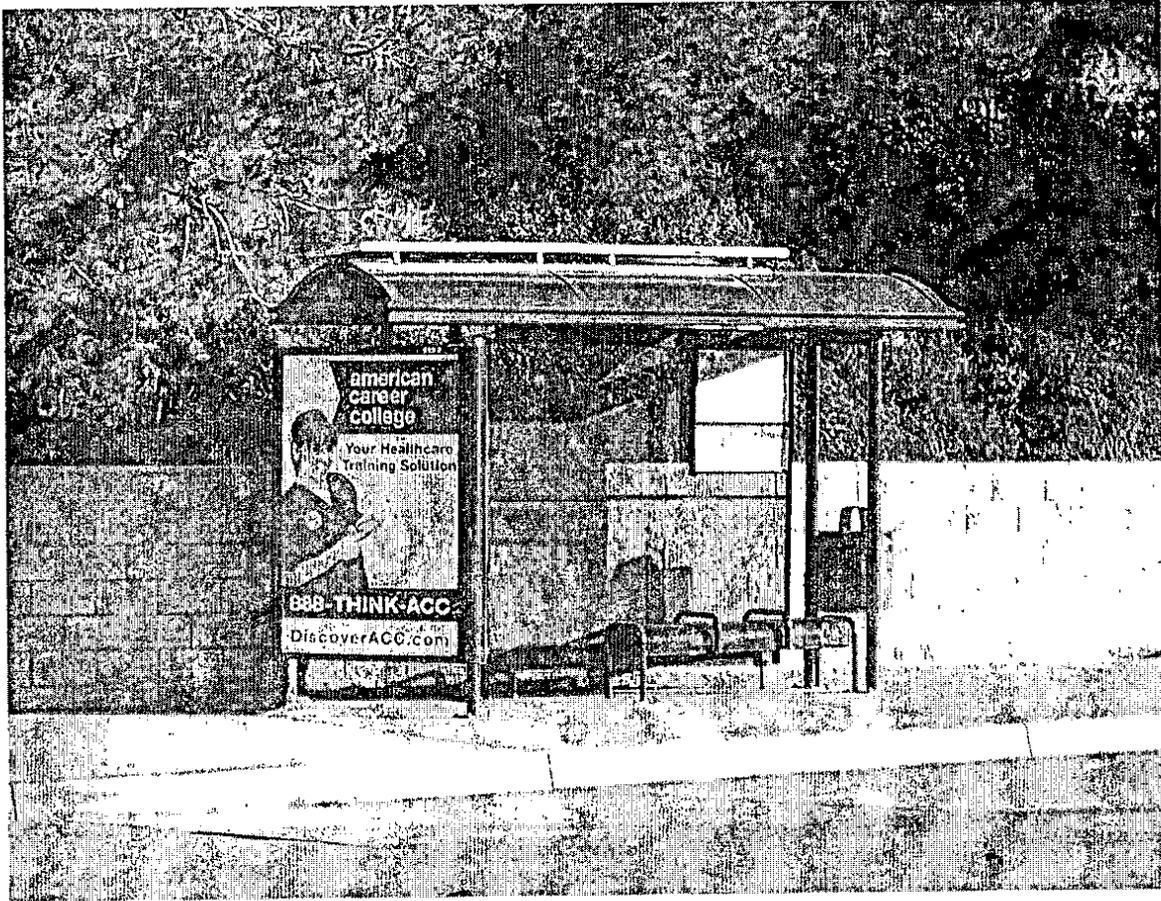
Dated: _____

ATTEST:

Donna M. Jackson
City Clerk

APPROVED AS TO FORM:

Diane E. Robbins
City Attorney



AGENDA REPORT

SUBJECT: CONSIDER REDEVELOPMENT AGENCY BOARD OF DIRECTORS' APPROVAL OF REHABILITATION GRANT AGREEMENT NOS. 11-08 THROUGH 11-12 BY AND BETWEEN THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY AND FIVE EXTERIOR HOUSING IMPROVEMENT PROGRAM PARTICIPANTS

DATE: January 18, 2011

SECTION: AGREEMENTS

ITEM NO.: 2

FILE I.D.: RDA720

DEPT.: REDEVELOPMENT

BUSINESS

PLAN: N/A

REASON FOR CONSIDERATION: The Redevelopment Agency Board of Directors is requested to consider approval of Rehabilitation Grant Agreement Nos. 11-08 through 11-12 by and between the City of Montclair Redevelopment Agency and five new participants in the Exterior Housing Improvement Program (EHIP). Information on the proposed EHIP participants is contained on Exhibit A to the agenda report.

Proposed Agreement Nos. 11-08 through 11-12 are attached for the Redevelopment Agency Board's review and consideration.

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

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

Other significant improvements incorporated in both grant options include installation of a rain sensor; use of only warm-season versus cool-season turf; and to discontinue

Prepared by: *Leticia Preciado*

Reviewed and Approved by:

M. STAATS

Proofed by: *Christine J. Waldwell*

Presented by:

[Signature]

installing EHIP landscaping during July, August, and September. These improvements were recommended while addressing the urgency of water-conservation efforts and the guidelines for mandatory water conservation required by Monte Vista Water District.

FISCAL IMPACT: The Agency Board approved funding for EHIP in the Fiscal Year 2010-11 Redevelopment Agency Budget.

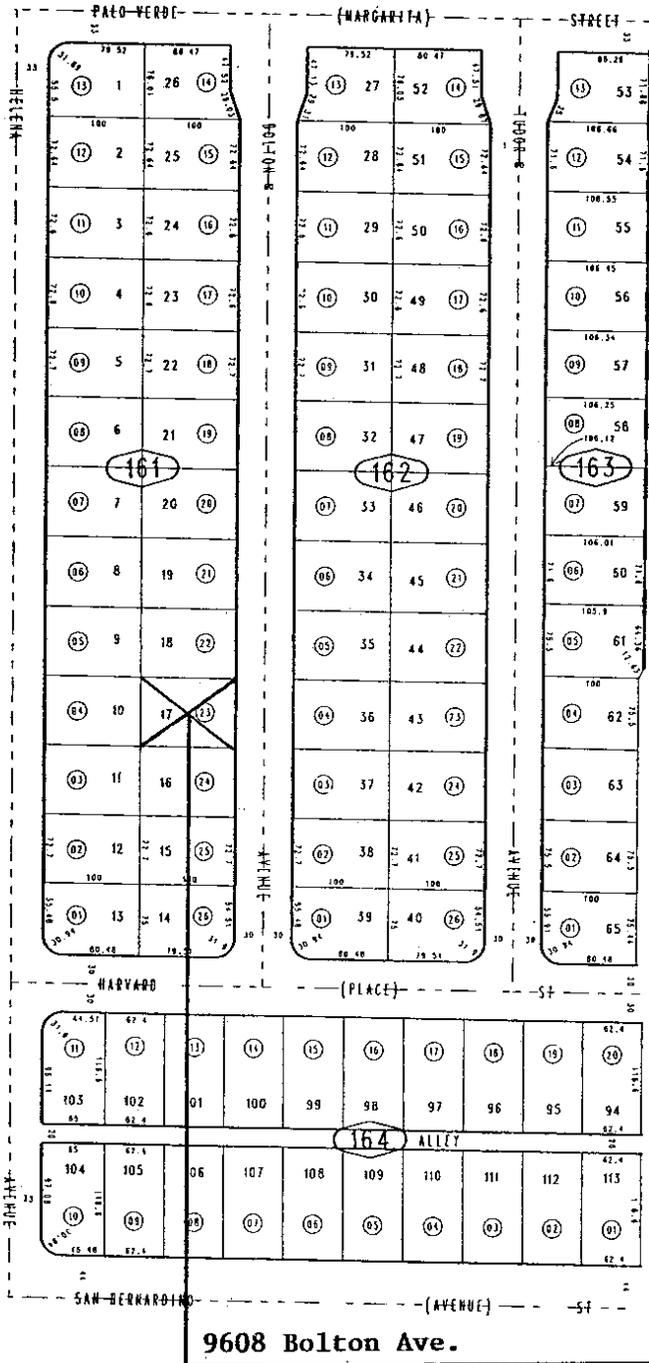
RECOMMENDATION: Agency staff recommends the Redevelopment Agency Board of Directors approve Rehabilitation Grant Agreement Nos. 10-117 through 10-120 by and between the City of Montclair Redevelopment Agency and four Exterior Housing Improvement Program participants.

EXHIBIT A

Agreement Nos. 10-117 through 10-120

<i>Agreement Number</i>	<i>Applicant Name and Address</i>	<i>Option of Grant</i>
11-08	Gumercindo Corona 9608 Bolton Avenue	\$ 7,000 Exhibit B
11-09	Rosemary Herrera 9580 Mills Avenue	\$ 7,000 Exhibit C
11-10	Jesus A. Rodriguez and Lydia I. Escobedo 4822 Olive Street	\$ 7,000 Exhibit D
11-11	Maria L. Perez 5565 Caroline Street	\$ 7,000 Exhibit E
11-12	Jorge A Poveda and Mary O. Poveda 9550 Poulsen Avenue	\$10,000 Exhibit F

EXHIBIT B



9608 Bolton Ave.

EXHIBIT C

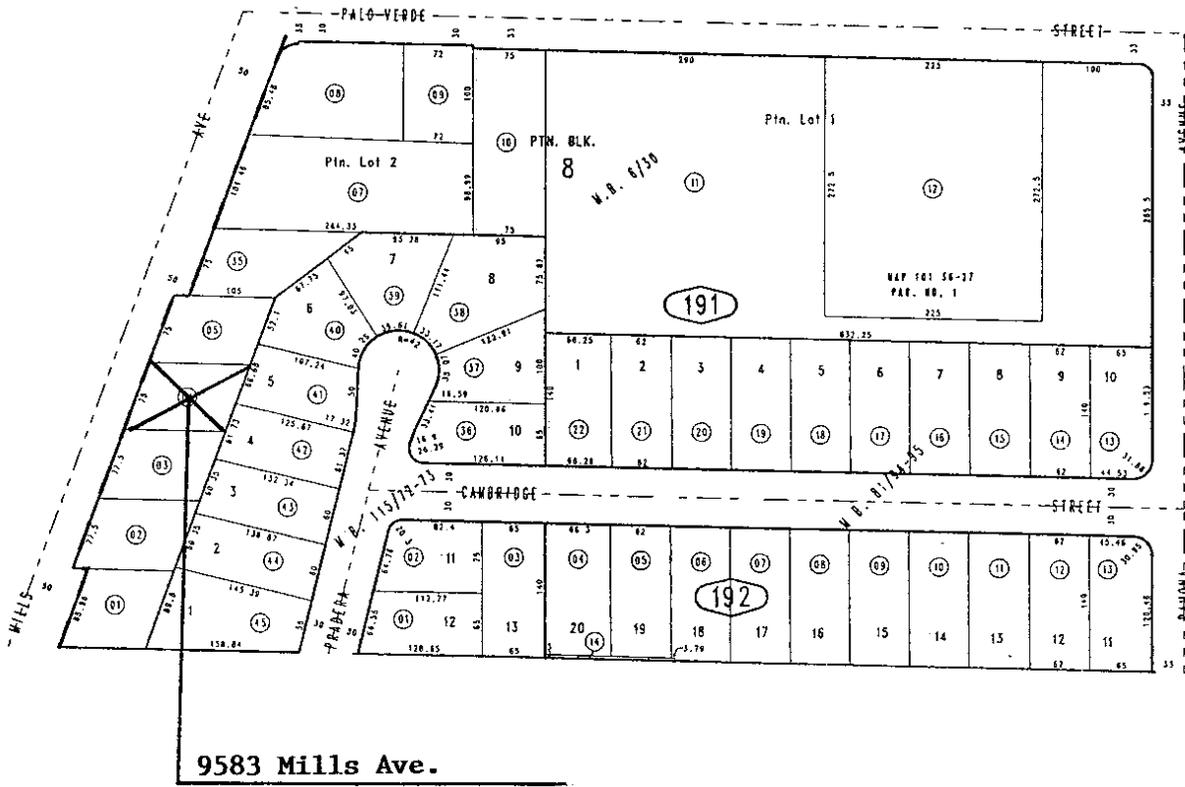


EXHIBIT E

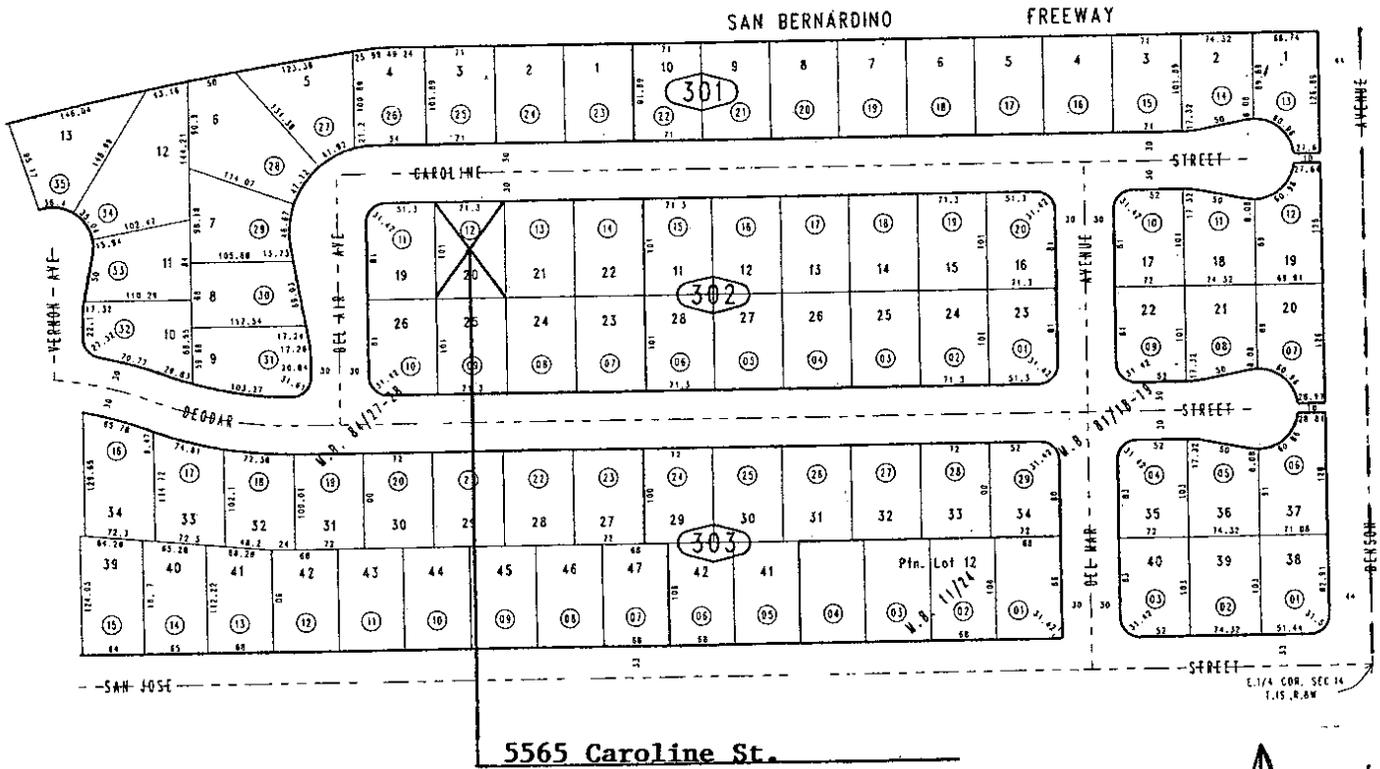
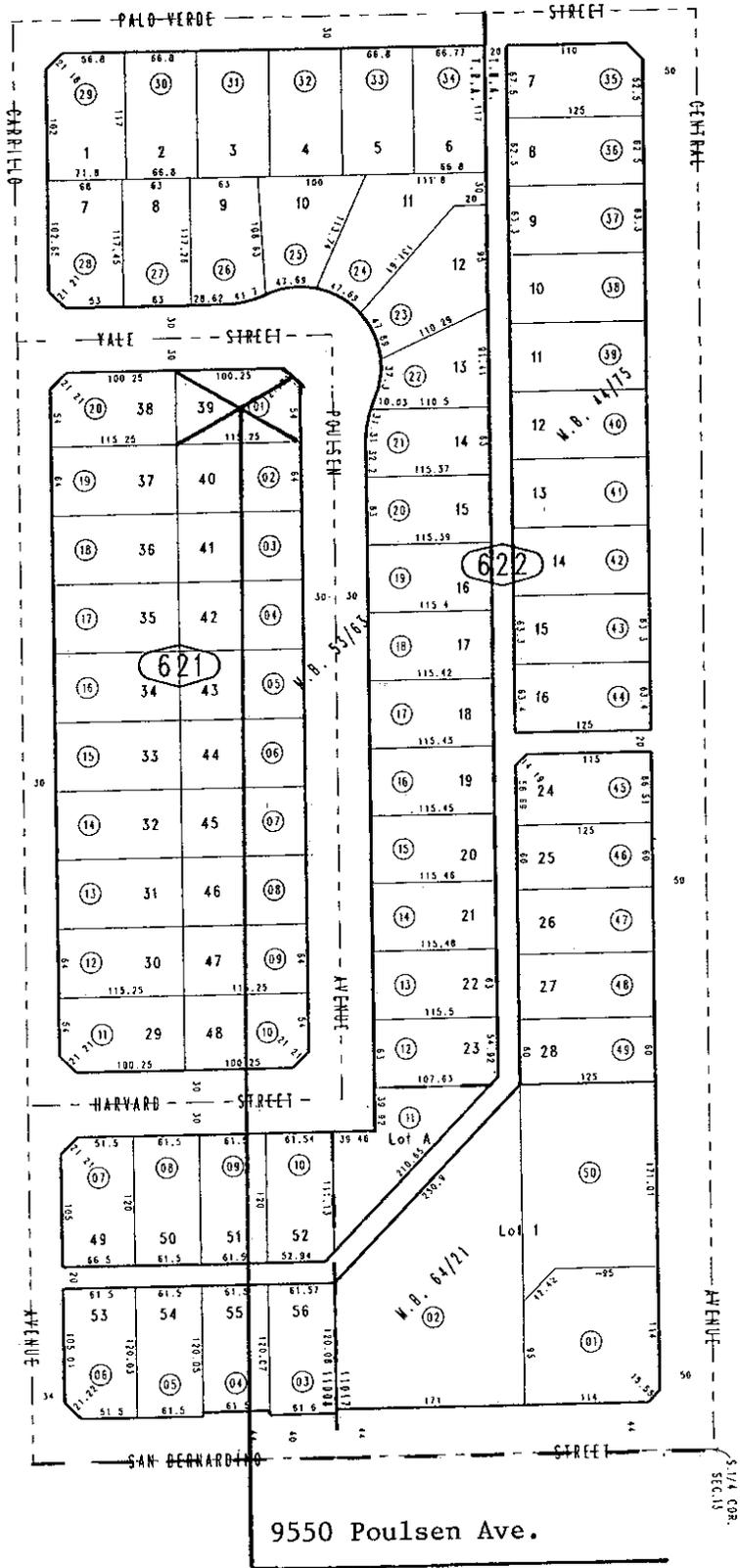


EXHIBIT F



AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 11-13 AUTHORIZING THE INLAND
EMPIRE CHAPTER OF THE AMERICAN RED
CROSS TO PROVIDE EMERGENCY SERVICES
ON BEHALF OF INDIVIDUALS AND FAMILIES
WHO ARE VICTIMS OF DISASTER

DATE: January 18, 2011

SECTION: AGREEMENTS

ITEM NO.: 3

FILE I.D.: EMR100

CONSIDER APPROVAL OF AGREEMENT
NO. 11-14 AUTHORIZING THE INLAND
EMPIRE CHAPTER OF THE AMERICAN RED
CROSS TO USE THE MONTCLAIR COMMUNITY
CENTER AS A MASS-CARE SHELTER

DEPT.: FIRE

BUSINESS

PLAN: N/A

REASON FOR CONSIDERATION: The City Council is requested to consider approval of proposed Agreement Nos. 11-13 and 11-14 with the Inland Empire Chapter of the American Red Cross. Proposed Agreement No. 11-13 would authorize the organization to provide emergency services on behalf of individuals and families in the community who are victims of disaster, and proposed Agreement No. 11-14 would authorize the organization's use of the Montclair Community Center as a mass-care shelter. Copies of proposed Agreement Nos. 11-13 and 11-14 are attached for the City Council's review and consideration.

BACKGROUND: The Inland Empire Chapter of the American Red Cross is a humanitarian organization that is proposing to partner with the City to fulfill its responsibility to provide care and shelter to its residents in a disaster. The Red Cross is a nationwide network dedicated to saving lives and assisting individuals to prevent, prepare for, and respond to emergencies.

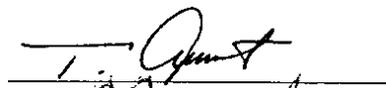
The function of a mass-care shelter is to provide temporary emergency relief to disaster victims. Providing temporary emergency relief involves a range of human services including, but not limited to, food, shelter, health care, and mental support. The Standard Emergency Management System places local government at the first level of response for meeting the disaster needs of people in its jurisdiction.

FISCAL IMPACT: There would be no fiscal impact should the City Council approve proposed Agreement Nos. 11-13 and 11-14. If approved, the American Red Cross would reimburse the City for costs incurred in its shelter operations. These costs may include, but are not limited to, utilities or damage to the facility. The American Red Cross has specified in the proposed Agreements that it would exercise reasonable care in the conduct of activities in such facilities and further agrees to replace or reimburse the City

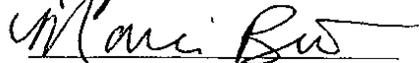
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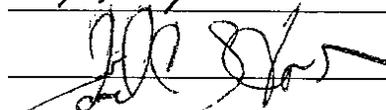
Reviewed and
Approved by:



Proofed by:



Presented by:



for any food or supplies the organization may use in the conduct of its relief activities in the mass-care shelter.

RECOMMENDATION: Staff recommends the City Council approve the following Agreements with the Inland Empire Chapter of the American Red Cross:

1. Agreement No. 11-13 authorizing the organization to provide emergency services on behalf of individuals and families in the community who are victims of disaster.
2. Agreement No. 11-14 authorizing the organization's use of the Montclair Community Center as a mass-care shelter.



American Red Cross

Inland Empire Chapter

Headquarters

202 W. Rialto Ave.
San Bernardino, CA 92408
Tel: (909) 888-1481
Fax: (909) 888-3741

West Valley Service Center

9140 Haven Ave., Ste. 115
Rancho Cucamonga, CA 91730
Tel: (909) 481-2835
Fax: (909) 481-4629

www.arcinlandempire.org

**Disaster Services
Memorandum of Understanding**

This Agreement is made and entered into between the governing board of the **City of Montclair, San Bernardino County, State of California**, and the Inland Empire Chapter of the American Red Cross.

Recitals

Pursuant to the terms of federal statutes, the Red Cross provides emergency services in behalf of individuals and families who are victims of disaster. The City Manager is authorized to permit the Red Cross to use the City of Montclair buildings, grounds, and equipment for mass care shelters required in the conduct of Red Cross Disaster Services activities, and wishes to cooperate with the Red Cross for such purposes. See Addendum No. 1.

The parties hereto mutually desire to reach an understanding that will result in making the aforesaid facilities of the **City of Montclair, San Bernardino County, State of California** available to the Red Cross for the aforesaid use. Now, therefore, it is mutually agreed between the parties as follows:

1. The City of Montclair agrees that, after meeting its responsibilities to its community, it will permit, to the extent of its ability and upon request by the Red Cross, the use of its physical facilities by the Red Cross for Mass Care; sheltering, operations center, client service center, and bulk distribution of disaster supplies to victims of disaster.
2. The American Red Cross agrees that it will exercise reasonable care in the conduct of its activities in such facilities and further agrees to replace or reimburse the City of Montclair for any foods or supplies that may be used by the Red Cross in the conduct of its relief activities in said mass shelters.
3. American Red Cross shall defend, hold harmless, and indemnify the City of Montclair against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the Red Cross during the use of the Premises.
4. A Facilities Use Agreement should be completed and signed by the facility owner/representative and an American Red Cross authorized representative to document an agreement with a facility owner regarding the use of the facility during a disaster.
5. The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

In witness thereof, the governing board of the City of Montclair has caused this agreement to be executed by the administrator of its governing board, and the American Red Cross has caused this agreement to be executed by the Inland Empire Chapter, said agreement to become effective and operative upon the fixing of the last signature hereto.

Signatures to the Agreement:

Chief Executive Officer
Inland Empire Chapter, American Red Cross

City of Montclair, Paul M. Eaton

Date

Date

Attest:

Donna M. Jackson
City Clerk

Addendum No. 1: Facilities included in this agreement:

(Note: A Shelter/Facility Survey is required for each site. Additionally a Facility Use Agreement needs to be signed prior to being used.)

Montclair Community Center
5111 Benito Street
Montclair, CA 91763

Partner Today. . . Prepare for Tomorrow

Serving the communities of Big Bear, Bloomington, Chino, Chino Hills, Colton, Crestline, Fontana, Grand Terrace, Highland, Lake Arrowhead, Loma Linda, Mentone, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, Running Springs, San Bernardino, Upland and Yucaipa.

**American Red Cross
Facility Use Agreement**

DR # _____ Facility Name: Montclair Community Center

Parties and Premises

Owner:

Legal name: City of Montclair

24-Hour Point of Contact:

Name and title: Michelle Roche, Human Services Supervisor

Work phone: (909) 625-9451 Cell phone/pager: (909) 938-8349

Address for Legal Notices:

5111 Benito Street, Montclair, CA 91763

Red Cross:

Legal name: The American National Red Cross, a corporation under the laws of the United States

24-Hour Point of Contact:

Name and title: Martin Ayala, Director of Response

Work phone: (909) 380-7254 Cell phone/pager: (909) 380-4528

Address for Legal Notices:

202 W. Rialto Street, San Bernardino, CA 9240 (Inland Empire Chapter)

with copies to:

The American National Red Cross, Office of the General Counsel,
2025 E Street, NW, Washington DC 20006

and

The American National Red Cross, Disaster Operations,
2025 E Street NW, Washington, DC 20006.

Building Address:

5111 Benito Street, Montclair, CA 91763

Description of Premises:

Community Center consisting of a gym, kitchen facilities, meeting rooms, and restrooms.

Terms and Conditions

1. Use of Premises. Owner agrees to allow the Red Cross to use and occupy, on a temporary basis, the Premises described above (the "Premises") in the Building identified above (the "Building") to conduct emergency, disaster-related activities. The Premises may be used for any of the following purposes (both parties must initial all that apply):

	Owner initials	Red Cross initials
Operations center	_____	_____
Client service center	_____	_____
Volunteer intake center	_____	_____
Storage of supplies	_____	_____
Parking of vehicles	_____	_____

No sheltering or lodging of clients or disaster victims is permitted, except as the parties may agree in a separate written agreement.

2. Term. The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

3. Fee. Both parties must initial the applicable statement below:

- a. Owner agrees not to charge any fee in recognition of the services provided by the Red Cross to the community. Owner initials: _____ Red Cross initials: _____
- b. Red Cross agrees to pay \$ __N/A__ per day/week/month (circle one) for the right to use and occupy the Premises. Owner initials: __N/A__ Red Cross initials: __N/A__

4. Conduct of the Red Cross. Red Cross agrees to keep the Premises in good condition and promptly repair all damage to the Premises or the Building resulting from the operations of the Red Cross or reimburse Owner for the costs of repairing such damage in accordance with paragraph 6 below. The Red Cross agrees not to disrupt, adversely affect or interfere with other occupants of the Building.

5. Condition of Premises and Building. Owner makes no warranty or representation about the Premises or the Building. The Red Cross accepts the same "AS IS." Owner is under no obligation to prepare or repair the Premises or the Building for the Red Cross. The parties will jointly conduct a pre-occupancy survey of the Premises before it is turned over to the Red Cross. They will use the Facility/Shelter Opening/Closing Form, to record any existing damage or conditions. The Red Cross will exercise reasonable care while using the Premises and will make no modifications to the Premises without the Owner's express written approval.

6. Reimbursement: The Red Cross will reimburse the Owner for the following:

- a. *Damage to the Premises or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for damage will be based on replacement at actual cash value. The Red Cross will select from among bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
- b. *Reasonable, actual, out-of-pocket operational costs*, including the costs of the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Premises (both parties must initial all utilities to be reimbursed by the Red Cross):

	Owner initials	Red Cross initials
Water	_____	_____
Gas	_____	_____
Electricity	_____	_____
Waste Disposal	_____	_____

The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices.

7. Insurance. The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction in which the premises are located and \$1,000,000 in Employers' Liability.

8. Indemnification. The Red Cross shall defend, indemnify, and hold harmless Owner, its elected and appointed officials, officers, agents, and employees from all liability for loss, damage, or injury to persons or property, including the payment of any legal costs and reasonable attorneys' fees, arising out of any negligent or intentional acts or omissions of the Red Cross during the use of the Premises.

9. Owner's Right to Revoke for Cause. Upon reasonable prior written notice to the Red Cross, Owner may revoke the permission represented by this Agreement if Red Cross (a) fails to pay any fee or payment required hereunder or (b) breaches any other obligation hereunder and such breach continues after written notice from Owner describing same. If the permission license is so revoked, Red Cross shall vacate the Premises in a neat and orderly manner. Owner shall have all rights and remedies available to it under applicable law.

10. Casualty or Condemnation Affecting Premises. Notwithstanding anything in this Agreement to the contrary, in the event that damage or casualty to all or a part of the Premises, this Agreement shall terminate and Red Cross shall have no right to restoration of the Premises or to receive any compensation whatsoever.

11. Legal Notice. Notice shall be deemed to have been duly given three (3) business days after having been mailed by certified or registered mail, return receipt requested, to the party's address for Legal Notice set forth at the beginning of the Agreement, or upon receipt if delivered by hand or recognized overnight delivery service. Either party may change its address for the purpose of Legal Notice hereunder by providing the other party with notice of the new address.

12. Governing Law and Binding Effect. This Agreement shall be governed by and construed under the laws of the state in which the Building is located. This Agreement shall be binding on the parties and their respective, successors, transferees and assigns.

CITY OF MONTCLAIR

Owner (legal name)

By (signature)

Paul M. Eaton

Name (printed)

Mayor

Title

Date

THE AMERICAN NATIONAL RED CROSS

(legal name)

By (signature)

Name (printed)

Title

Date

ATTEST:

Donna M. Jackson
City Clerk

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 11-15, A PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY AND LILLIAN B. REED REVOCABLE FAMILY TRUST DATED OCTOBER 11, 2006 FOR THE PROPERTY LOCATED AT 5444 PALO VERDE STREET

DATE: January 18, 2011

SECTION: AGREEMENTS

ITEM NO.: 4

FILE I.D.: RDA254

DEPT.: REDEVELOPMENT

CONSIDER AUTHORIZATION OF A \$354,000 APPROPRIATION FROM THE HOUSING FUND FOR ACQUISITION AND CLOSING COSTS FOR THE PROPERTY LOCATED AT 5444 PALO VERDE STREET

BUSINESS

PLAN: N/A

REASON FOR CONSIDERATION: The purchase offer submitted by Redevelopment Agency staff for the real property located at 5444 Palo Verde Street was accepted by the seller, Lillian B. Reed Revocable Family Trust Dated October 11, 2006, subject to the Redevelopment Agency Board of Directors' final approval. Agreement No. 11-15 details the proposed terms of the purchase by the Redevelopment Agency, a copy of which is enclosed in the agenda packet for the Agency Board of Directors' review and consideration. A map depicting the location of the subject property is included as Exhibit A.

A \$354,000 appropriation from the Housing Fund is requested to finance acquisition and closing costs for the subject property should the Agency Board of Directors approve proposed Agreement No. 11-15.

BACKGROUND:

Property Conditions

The subject property is the former home of renowned American sculptor John Svenson. Mr. Svenson began construction of the adobe house and studio on the family's citrus grove in 1949. He completed construction of the residence in 1951 and resided in the home with his family until 1970.

The main house has three bedrooms and one bath. The detached studio includes two bedrooms, one bath, and a kitchen. The lot is 15,035 square feet and contains a pond and covered carport. The landscape boasts large succulent plants and mature trees that are the original plantings of Mr. Svenson. The property is unique in its construction and history. The residence has been adequately maintained, and staff does not foresee substantial improvements to the dwelling. It is the Agency's intention to not disrupt the

Prepared by: *Christine J. Waldman* Reviewed and Approved by: *M. STAATS*

Proofed by: *Jonnie L. Smith* Presented by: *[Signature]*

integrity of the residence and landscape but rather to restore it to a manner that preserves its history while meeting current Health and Safety Code requirements.

Subsequent owners have maintained some of Mr. Svenson's artwork that can be found at various sites on the property, yet a number of items are not original to the home. All existing artwork would be preserved and will remain with the property. The Redevelopment Agency's acquisition of the property and its subsequent transfer of management responsibilities to the Montclair Housing Corporation would provide a unique affordable rental opportunity to the community while maintaining this unique residence.

Agency staff would estimate that interior and exterior improvements to be in the \$40,000 range. Most of the costs will be landscape cleanup and restoration.

Terms of Acquisition

The more salient terms of Agreement No. 11-15 include the following items:

1. Title at closing must be acceptable to the Agency and shall be free of all liens, encumbrances, and claims by tenants or other occupants of the property.
2. Agency to place a good faith deposit in escrow within three days of execution of proposed Agreement No. 11-15 in the amount of \$5,000. Escrow shall close within 30 days of execution of the Agreement.
3. Seller to complete a termite inspection and pay cost of termite report.
4. Agency and Seller to pay their own normal and customary closing costs.

The Montclair Housing Corporation

It is the Agency's intention to lease the property to the Montclair Housing Corporation, a nonprofit public benefit corporation. The Montclair Housing Corporation would therefore be responsible for the day-to-day operation of the residence, as well as the rehabilitation and rental of the property. A lease agreement relating to the disposition of the property will be brought before the Agency Board of Directors at a later date.

FISCAL IMPACT: Proposed Agreement No. 11-15 provides for Agency acquisition of the property located at 5444 Palo Verde Street for \$350,000. A \$354,000 appropriation from the Housing Fund is requested to cover acquisition and closing costs. A request for appropriation of funds for rehabilitation of the property will be brought before the Agency Board of Directors at a later date, after receipt of bid estimates for the improvements and landscape cleanup of the property. Agency staff anticipates the bids to come in the \$40,000 range.

RECOMMENDATION: Staff recommends the Redevelopment Agency Board of Directors take the following actions regarding the property located at 5444 Palo Verde Street:

1. Approve Agreement No. 11-15, a Purchase and Sale Agreement by and between the City of Montclair Redevelopment Agency and the Lillian B. Reed Revocable Family Trust Dated October 11, 2006.
2. Authorize a \$354,000 appropriation from the Housing Fund for acquisition and closing costs.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 11-16, A PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY AND EDWARD MALINOWSKI AND ROBERT MALINOWSKI REGARDING THE MULTIFAMILY PROPERTY LOCATED AT 10333 PRADERA AVENUE

DATE: January 18, 2011
SECTION: AGREEMENTS
ITEM NO.: 5
FILE I.D.: RDA720
DEPT.: REDEVELOPMENT

CONSIDER AUTHORIZATION OF A \$434,000 APPROPRIATION FROM THE HOUSING FUND TO FINANCE THE PROPERTY PURCHASE AND CLOSING COSTS FOR THE MULTIFAMILY PROPERTY LOCATED AT 10333 PRADERA AVENUE

BUSINESS PLAN: N/A

REASON FOR CONSIDERATION: The purchase offer submitted by Redevelopment Agency staff for the real property located at 10333 Pradera Avenue was accepted by the sellers, Messrs. Edward and Robert Malinowski, subject to the Redevelopment Agency Board of Directors' final approval. Agreement No. 11-16 details the proposed terms of the purchase by the Redevelopment Agency and is enclosed in the agenda packet for the Agency Board of Directors' review and consideration.

The purchase price for this property is \$430,000. A \$434,000 appropriation from the Agency's Housing Fund is requested to finance acquisition and closing costs for the subject property should the Agency Board of Directors approve proposed Agreement No. 11-16.

BACKGROUND: The subject property is located in the San Antonio Gateway area and falls specifically in the Montclair Meadows Owners Association (Foundation Area 10). The subject property, a fourplex built in 1960, is located on the block in which two other Agency-owned properties are located (10380 and 10390 Pradera Avenue.) Located at the end of the block is the San Antonio Vista Apartments National Community Renaissance (CORE) project, and the Agency currently owns the vacant lot at the corner of Pradera Avenue and Kingsley Street that is anticipated to be developed into an affordable housing project for special housing needs clients in collaboration with National CORE. As the Agency Board of Directors is aware, the Housing Improvement Task Force has diligently focused many of its efforts through the years in this neighborhood. The property is located midblock on the east side of the street and affords the Agency the opportunity to make a greater positive impact on the block. Approval of the proposed Purchase Agreement would provide the Agency with a total of three rental properties on the block

Prepared by: Christine P. Caldwell Reviewed and Approved by: M. STAATS
Proofed by: Yvonne L. Smith Presented by: [Signature]

to further the Agency's efforts in realizing expanded long-term goals of the San Antonio Gateway plan.

An independent real estate appraisal was conducted in October 2010 to determine the fair market value of the property. The purchase price of \$430,000 does not exceed fair market value.

Residential Purchase and Rehabilitation Program Policy

Acquisition of the subject property is consistent with the Residential Purchase and Rehabilitation Program Policy. The Program Policy provides for Agency acquisition of multifamily units in Foundation Areas as a means of stabilizing or maintaining the stabilization of a neighborhood. Acquisition of the property effectuates a goal of the Housing Improvement Task Force in accordance with the Special Target Area Policy. Continued stabilization of these units is critical to the future of the Foundation Area 10 neighborhood. Agency staff considers this acquisition a good opportunity to maintain the stabilization of the neighborhood as well as garner Section 33413(b) housing credit.

Condition of the Property

The construction of the subject property is typical of those on the block. With the exception of specific repairs, the general exterior and interior conditions of the apartment building is fair. Some of the units will require new carpeting, sliding glass door replacement, and minor kitchen repairs; and one unit will need a bathroom remodel.

Landscaping at the rear of the property is virtually nonexistent. Landscape improvements on the property would make an enormous impact on the property as well as positively benefit the neighborhood. The building has a new roof and has recently been painted. Agency staff foresees the following improvements necessary to improve the property:

1. Minor kitchen improvements
2. Landscaping of the rear yard
3. Bathroom remodel for one unit
4. Window replacements and new window coverings

Agency staff estimates the cost of improvements to the building and rear yard to be \$30,000. However, a request for appropriation of funds for the rehabilitation of the property would be brought before the Agency Board of Directors at a later date after receipt of estimates for the above-mentioned items.

Terms of Acquisition

The more salient terms of proposed Agreement No. 11-16 include the following items:

1. Title at closing must be acceptable to the Agency and shall be free of all liens, encumbrances, and claims.
2. Agency and Seller to pay their own normal and customary closing costs.

3. Possession to be delivered to the Agency at close of escrow.
4. Final approval of a termite report. The Seller shall be responsible for obtaining a termite inspection report and completing the recommendations of such report. The Agency would be provided a Notice of Completion Report.

The terms of the Agency's purchase are detailed in proposed Agreement No. 11-16.

Satisfaction of the 33413(b) Requirements

As the Agency Board will recall, the California Legislature enacted Assembly Bill 1290 on January 1, 1994, which dramatically changed Redevelopment Law and imposed many new restrictions on how agencies can operate. AB 1290 established deadlines for the Agency to meet its Inclusionary Housing Requirements. With the acquisition of these units, the Agency could conceivably be four units closer to achieving its Health and Safety Code Section 33413(b) housing requirements. All four units would be deed restricted; and in accordance with the requirements of AB 1290, rents charged would not exceed low- to moderate-income affordability levels.

Montclair Housing Corporation

The intention of the Agency is to lease the property to the Montclair Housing Corporation, a nonprofit public-benefit corporation. The Montclair Housing Corporation would, therefore, be responsible for the day-to-day operation of the property as well as the rehabilitation and rental of the units, similar to that of the other units leased by the Montclair Housing Corporation. A lease agreement related to the disposition of the property would be brought before the Agency Board of Directors at a later date.

FISCAL IMPACT: Proposed Agreement No. 11-16 provides for Agency acquisition of the property located at 10333 Pradera Avenue for \$430,000. A \$434,000 appropriation from the Housing Fund is requested to cover acquisition and closing costs. A request for appropriation of funds for rehabilitation of the property will be brought before the Agency Board of Directors at a later date after receipt of bid estimates for the improvements and landscape cleanup of the property.

RECOMMENDATION: Staff recommends the Redevelopment Agency Board of Directors take the following actions regarding the property located at 10333 Pradera Avenue:

1. Approve Agreement No. 11-16, a Purchase and Sale Agreement by and between the City of Montclair Redevelopment Agency and Edward Malinowski and Robert Malinowski.
2. Authorize a \$434,000 appropriation from the Housing Fund for acquisition and closing costs.

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
JANUARY 3, 2011, AT 7:40 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Eaton called the meeting to order at 7:40 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
December 20, 2010.**

Moved by Mayor Eaton, seconded by Council Member Ruh, and
carried unanimously to approve the minutes of the Personnel
Committee meeting of December 20, 2010.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

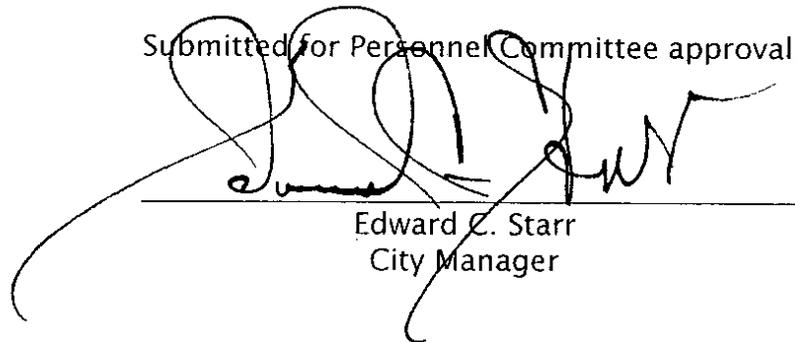
At 7:41 p.m., the Personnel Committee went into Closed Session
regarding personnel matters related to appointments, resignations/
terminations, and evaluations of employee performance.

At 7:55 p.m., the Personnel Committee returned from Closed Session.
Mayor Eaton stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 7:55 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager