

**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

August 1, 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](http://www.ci.montclair.ca.us) and can be accessed the day following the meeting after 10:00 a.m.*

Page No.

**I. CALL TO ORDER** – City Council and Redevelopment Agency and  
Montclair Housing Corporation Boards of Directors

**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** – None

**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 Board/MHC Board 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 the Regular Joint Council/Agency Board/MHC Board Meeting of July 18, 2011 [CC/RDA/MHC]

## B. Administrative Reports

1. Consider Setting a Public Hearing to Consider Ordinance No. 11-925 Amending Section 8.32.010 of the Montclair Municipal Code Pertaining to Maximum Speed Limits on Mills Avenue [CC] 4
  2. Consider Setting a Public Hearing to Consider Ordinance No. 11-926 Electing to Comply With and Participate in the Voluntary Alternative Redevelopment Program Contained in Part 1.9 of Division 24 of the California Health and Safety Code [CC] 9
  3. Consider Authorization to Receive a \$10,000 Donation From Montclair Hospital Medical Center for Purchase of Specialized Emergency Medical Services Equipment and/or Supplies [CC] 15
  4. Consider Authorization to Purchase Two 2011 Chevrolet Caprice PPV Sedans With Detective Packages From Mark Christopher Chevrolet [CC] 17
  5. Consider Redevelopment Agency Board of Directors' Approval of the Filing of a Notice of Completion, Reduction of the Faithful Performance Bond to 10 Percent, and Retention of the Payment Bond for Six Months for the 9916 Central Avenue Landscape Improvement Project [RDA]
 

Consider Release of Retention 30 Days After Recordation of Notice of Completion [RDA] 18
  6. Consider Approval of Warrant Register and Payroll Documentation [CC] 21
- C. Agreements
1. Consider Approval of Agreement No. 11-102 Amending Agreement No. 06-18 With San Bernardino Community College District, Crafton Hills College, Authorizing the Fire Department to Provide Clinical Training to Emergency Medical Students [CC] 22
  2. Consider Authorization to Retain Beard/Provencher and Associates, Inc., to Provide Specialized Fire Plan Checking Services for Fire Sprinkler, Fire Alarm, Underground Fire Line, Fire Pump, and Standpipe Plans [CC]
 

Consider Approval of Agreement No. 11-103 With Beard/Provencher and Associates, Inc., to Provide Such Specialized Services [CC] 29

	<u>Page No.</u>
3. Consider Approval of Agreement No. 11-104 With All City Management Services, Inc., for School Crossing Guard Services [CC]	48
4. Consider Approval of Agreement No. 11-105 With the Liquidation Company for the Public Sale of Surplus and Unclaimed Property [CC]	50
D. Resolutions	
1. Consider Adoption of Resolution No. 11-2919 Authorizing Placement of Assessments on Certain Properties for Delinquent Sewer and Trash Accounts [CC]	53
2. Consider Adoption of Resolution No. 11-2920 Authorizing Staff to Submit an Application to the State for Funding Under the Proposition 13 State-Local Partnership Program [CC]	64
<b>IX. PULLED CONSENT CALENDAR ITEMS</b>	
<b>X. RESPONSE - None</b>	
<b>XI. COMMUNICATIONS</b>	
A. City Attorney/Agency Counsel	
B. City Manager/Executive Director	
C. Mayor/Chairman	
D. Council/Agency Board	
E. Committee Meeting Minutes <i>(For Informational Purposes Only)</i>	
1. Minutes of the Personnel Committee Meeting of July 18, 2011	66
<b>XII. ADJOURNMENT OF CITY COUNCIL AND REDEVELOPMENT AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS</b>	

*The next regularly scheduled City Council, Redevelopment Agency, and Montclair Housing Corporation meetings will be held on Monday, August 15, 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 July 28, 2011.*

## AGENDA REPORT

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**SUBJECT:** CONSIDER SETTING A PUBLIC HEARING TO CONSIDER ORDINANCE NO. 11-925 AMENDING SECTION 8.32.010 OF THE MONTCLAIR MUNICIPAL CODE PERTAINING TO MAXIMUM SPEED LIMITS ON MILLS AVENUE

**DATE:** August 1, 2011  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 1  
**FILE I.D.:** TRC625  
**DEPT.:** PUBLIC WORKS

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**REASON FOR CONSIDERATION:** The California Motor Vehicle Code allows cities to set speed limits on City streets, subject to the process set forth in that Code. Speed limits must be determined by traffic engineering speed surveys and must be redone periodically. Once a speed survey has been completed, the city may set the speed limits by adopting an ordinance. A copy of proposed Ordinance No. 11-925 amending Section 8.32.010 of the Montclair Municipal Code pertaining to maximum speed limits on Mills Avenue is attached for the City Council's review and consideration.

**BACKGROUND:** On May 2, 2011, the City Council set a public hearing to consider Ordinance No. 11-922 replacing Section 8.32.010 of the Montclair Municipal Code related to maximum speed limits in the City. Periodic speed surveys are required by state law in order to enforce certain speed limits within a city. A speed survey was completed earlier this year, and several changes in speed limits were required.

One of the streets surveyed was Mills Avenue. At the time Mills Avenue was surveyed, it was a four-lane roadway (two lanes northbound, two lanes southbound) throughout the City. The posted speed on Mills Avenue was 40 miles per hour, but the survey determined a more appropriate speed limit would be 45 miles per hour along some segments, based on reasons stated in the survey.

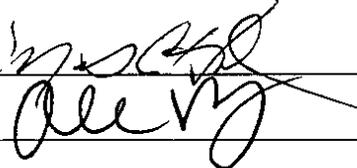
Subsequent to the adoption of Ordinance No. 11-922, the City completed a pavement rehabilitation project on Mills Avenue and restriped the street with just a single vehicular lane in each direction. A Class 2 bike lane was also added to either side. With these changes, the previous speed survey performed on Mills Avenue was considered no longer representative of the actual conditions on Mills Avenue, and, therefore, no longer valid.

In accordance with the Motor Vehicle Code, radar speed checks were performed for the reconstructed and restriped Mills Avenue by Montclair Police Department personnel in July 2011. The results of the speed survey were tabulated and analyzed by Engineering Division staff.

The table on the following page shows various segments of Mills Avenue, direction of travel, currently posted speed limits, average speed, critical speed, and recommended speed limits. The critical speed, or 85th percentile speed, is the speed at which 85 percent of motorists are traveling at or below and is generally considered a reasonable, prudent,

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Prepared by:



Proofed by:

Reviewed and  
Approved by:



Presented by:

practical speed. Speed limits are typically set at the 85th percentile speed, rounded to the nearest 5 miles per hour.

**Mills Avenue – Holt Boulevard to Moreno Street  
Speed Survey Results**

<i>Segment</i>	<i>Dir.</i>	<i>Posted</i>	<i>Speeds (mph)</i>		<i>Rec'd</i>
			<i>Average</i>	<i>Critical</i>	
Moreno Street to San Jose Street	SB	40	41	46	45
San Jose Street to San Bernardino Street	SB	40	40	43	40
San Bernardino Street to Holt Boulevard	SB	40	39	42	40
Holt Boulevard to San Bernardino Street	NB	40	38	42	40
San Bernardino Street to San Jose Street	NB	40	39	43	40
San Jose Street to Moreno Street	NB	40	37	41	40

The recommended speed limit of 45 miles per hour for southbound Mills Avenue from Moreno Street to San Jose Street is consistent with the critical speed surveyed. For most of this segment, development along the west side of Mills Avenue is a cemetery with virtually no access to Mills Avenue. Continuing southbound south of San Jose Street, the critical speed is 43 miles per hour, which would indicate a recommended speed limit of 45 miles per hour. However, given the critical speed of the following segment, San Bernardino Street to Holt Boulevard at 42 miles per hour, and the similarity of development between the two sections; residential, short block segments; and some sight distance issues, it is recommended that the speed limit remain at 40 miles per hour.

The recommended speed limit for northbound Mills Avenue from Holt Boulevard to Moreno Street is 40 miles per hour. Although the segment between San Bernardino Street and San Jose Street has a critical speed of 43 miles per hour, suggesting a speed limit of 45 miles per hour would be in order; for continuity the speed should be kept uniform at 40 miles per hour.

Therefore, with the exception of a speed limit increase to 45 miles per hour for southbound Mills Avenue from Moreno Street to the San Jose Street, the speed limits for Mills Avenue will remain at 40 miles per hour.

**FISCAL IMPACT:** The publication cost for the legal notice required for this public hearing is not expected to exceed \$1,000.

**RECOMMENDATION:** Staff recommends the City Council set a public hearing for Monday, August 15, 2011, at 7:00 p.m. in the City Council Chambers to consider Ordinance No. 11-925 amending Section 8.32.010 of the Montclair Municipal Code pertaining to maximum speed limits on Mills Avenue.

**ORDINANCE NO. 11-925**

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF MONTCLAIR AMENDING  
SECTION 8.32.010 OF TITLE 8 OF THE  
MONTCLAIR MUNICIPAL CODE RELATED  
TO MAXIMUM SPEED LIMITS**

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

**SECTION I. Amendment to Code.** Section 8.32.010 of Title 8 of the Montclair Municipal Code is hereby amended as follows:

**Sec. 8.32.010 Prima facie speed limits on certain streets.**

The City Council of the City of Montclair determines and declares, upon the basis of engineering and traffic surveys made on or after September 28, 2010, which surveys are public records on file in the offices of the Engineering Division of the Public Works Department of the City, that the prima facie speed limits specified in those sections are reasonable, safe, and most appropriate to facilitate the orderly movement of traffic upon the streets and portions of streets specified in those sections, which streets and portions of streets would otherwise be subject to the prima facie speed limits established in the California Vehicle Code.

These prima facie speed limits shall be effective when appropriate signs giving notice thereof are erected upon the streets and portions of streets to which they pertain.

The provisions of this article shall not apply to any twenty-five (25) mile per hour prima facie speed limit that is applicable when passing a school or the grounds thereof.

<b>Name of Street or Portion of Street Affected</b>	<b>Declared Prima Facie Speed Limit</b>
1. Arrow Highway from the west City Limits to Benson Avenue	45 miles per hour
2. Benito Street from Mills Avenue to Benson Avenue	35 miles per hour
3. Benson Avenue from north City Limits to Moreno Street	40 miles per hour
4. Benson Avenue from Moreno Street to UPRR tracks	35 miles per hour
5. Brooks Street from Silicon Avenue to Benson Avenue	40 miles per hour
6. Central Avenue from the north City Limits to Mission Boulevard	40 miles per hour
7. Central Avenue from Mission Boulevard to Phillips Boulevard	45 miles per hour

8. Fremont Avenue from Arrow Highway to Moreno Street	40 miles per hour
9. Fremont Avenue from State Street to Mission Boulevard	35 miles per hour
10. Fremont Avenue from Mission Boulevard to Phillips Boulevard	30 miles per hour
11. Holt Boulevard from Mills Avenue to Benson Avenue	45 miles per hour
12. Kingsley Street from Mills Avenue to Benson Avenue	35 miles per hour
13. Mills Avenue <u>southbound</u> from Moreno Street to San Jose Street	<del>40</del> <u>45</u> miles per hour
14. Mills Avenue <u>southbound</u> from San Jose Street to the UPRR tracks <u>and northbound from UPRR tracks to Moreno Street</u>	<del>45</del> <u>40</u> miles per hour
15. Mission Boulevard from the west City Limits to Central Avenue	45 miles per hour
16. Monte Vista Avenue from the north City Limits to Arrow Highway	45 miles per hour
17. Monte Vista Avenue from Arrow Highway to San Bernardino Street	40 miles per hour
18. Monte Vista Avenue from San Bernardino Street to Holt Boulevard	35 miles per hour
19. Monte Vista Avenue from Holt Boulevard to Phillips Boulevard	40 miles per hour
20. Moreno Street from Mills Avenue to Monte Vista Avenue	35 miles per hour
21. Moreno Street from Monte Vista Avenue to Benson Avenue	40 miles per hour
22. Orchard Street from Mills Avenue to Benson Avenue	40 miles per hour
23. Palo Verde Street from Mills Avenue to Helena Avenue	40 miles per hour
24. Palo Verde Street from Monte Vista Avenue to Central Avenue	40 miles per hour
25. Palo Verde Street from Central Avenue to Benson Avenue	35 miles per hour
26. Ramona Avenue from Palo Verde Street to Holt Boulevard	35 miles per hour
27. Ramona Avenue from Holt Boulevard to Phillips Boulevard	40 miles per hour
28. Richton Street from Monte Vista Avenue to Central Avenue	40 miles per hour
29. San Bernardino Street from Mills Avenue to Benson Avenue	40 miles per hour
30. San Jose Street from Mills Avenue to Monte Vista Avenue	35 miles per hour
31. San Jose Street from Central Avenue to Benson Avenue	35 miles per hour
32. State Street from the west City Limits to Benson Avenue	45 miles per hour

**SECTION II. Severability.**

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

**SECTION III. Effective Date.**

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

**SECTION IV. Posting.**

The Deputy City Clerk shall certify to the passage of this Ordinance and cause the same to be posted pursuant to Government Code Section 36933.

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

\_\_\_\_\_  
Mayor

**ATTEST:**

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

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 11-925 of said city, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2011, and finally passed not less than five (5) days thereafter on the XX day of XX, 2011, by the following vote, to-wit:

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

\_\_\_\_\_  
Yvonne L. Smith  
Deputy City Clerk

## AGENDA REPORT

**SUBJECT:** CONSIDER SETTING A PUBLIC HEARING TO CONSIDER ORDINANCE NO. 11-926 ELECTING TO COMPLY WITH AND PARTICIPATE IN THE VOLUNTARY ALTERNATIVE REDEVELOPMENT PROGRAM CONTAINED IN PART 1.9 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE

**DATE:** August 1, 2011  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 2  
**FILE I.D.:** RDA050  
**DEPT.:** CITY MGR.

**REASON FOR CONSIDERATION:** The City Council is requested to set a public hearing to consider Ordinance No. 11-926 which, if adopted by the City Council, elects to comply with and participate in the Voluntary Alternative Redevelopment Program contained in Part 1.9 of Division 24 of the California Health and Safety Code.

**BACKGROUND:** As part of the Fiscal Year 2011-12 State Budget bill the California Legislature recently enacted and the Governor signed, companion bills ABX1 26 and ABX1 27 require that each redevelopment agency be dissolved effective October 1, 2011, unless the community that created it adopts an ordinance committing to make certain annual payments. The City Council's adoption of proposed Ordinance No. 11-926 would not represent, disclaim, or take any position whatsoever on the issue of the validity of ABX1 26 or ABX1 27; but rather, enactment seeks to comply with the Constitution and laws of the State of California, including Part 1.9 of Division 24 of the California Health and Safety Code, in order to preserve the ability of the Montclair Redevelopment Agency to continue and operate and thereby benefit the community.

**FISCAL IMPACT:** The cost to publish a Notice of Public Hearing related to proposed Ordinance No. 11-926 is not anticipated to exceed \$400.

**RECOMMENDATION:** Staff recommends the City Council set Monday, August 15, 2011, at 7:00 p.m. in the City Council Chambers as the date, time, and place for a public hearing to consider Ordinance No. 11-926 electing to comply with and participate in the Voluntary Alternative Redevelopment Program contained in Part 1.9 of the Division 24 of the California Health and Safety Code.

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Prepared by: Christine P. Calaver Reviewed and Approved by: [Signature]  
Proofed by: [Signature] Presented by: [Signature]

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## ORDINANCE NO. 11-926

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ELECTING TO COMPLY WITH AND PARTICIPATE IN THE VOLUNTARY ALTERNATIVE REDEVELOPMENT PROGRAM CONTAINED IN PART 1.9 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE

**WHEREAS**, the Montclair Redevelopment Agency ("Agency") is a community redevelopment agency organized and existing under the California Community Redevelopment Law, Health and Safety Code Sections 33000, *et seq.* ("CRL") and has been authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council ("City Council") of the City of Montclair ("City"); and

**WHEREAS**, the Agency is engaged in activities necessary and appropriate to carry out the Redevelopment Plans for (i) Redevelopment Project Area No. I, adopted by Ordinance No. 78-461 on June 5, 1978, as amended; (ii) Redevelopment Project Area No. II, adopted by Ordinance No. 79-479 on June 5, 1979, as amended; (iii) Redevelopment Project Area No. III, adopted by Ordinance No. 83-569 on July 5, 1983, as amended; (iv) Redevelopment Project Area No. IV, adopted by Ordinance No. 82-538 on July 6, 1982, as amended; and (v) Redevelopment Project Area No. V, adopted by Ordinance No. 86-623 on June 2, 1986, as amended (collectively, the "Redevelopment Plans"); and

**WHEREAS**, since adoption of the Redevelopment Plans, the Agency has undertaken redevelopment projects in the Project Area to eliminate blight, to improve public facilities and infrastructure, to renovate and construct affordable housing, and to generate employment opportunities within the community; and

**WHEREAS**, over the next few years, the Agency hopes to implement a variety of redevelopment projects and programs to continue to eliminate and prevent blight, stimulate and expand the Project Area's economic growth, create and develop local job opportunities and alleviate deficiencies in public infrastructure, to name a few; and

**WHEREAS**, Parts 1.8, 1.85, and 1.9 of Division 24 of the Health and Safety Code were added to the CRL by ABX1 26 and ABX1 27, which measures purport to become effective immediately. ABX1 26 and ABX1 27, which are trailer bills to the Fiscal Year 2011-12 budget bills, were approved by both houses of the Legislature on June 15, 2011 and signed by the Governor on June 8, 2011; and

**WHEREAS**, Part 1.85 of the CRL ("Part 1.85") provides for the statewide dissolution of all redevelopment agencies, including the Agency, as of October 1, 2011, and provides that, thereafter, a successor agency to administer the enforceable obligations of the Agency and otherwise wind up the Agency's affairs, all subject to the review and approval by an oversight committee; and

**WHEREAS**, Part 1.8 of the CRL ("Part 1.8") provides for the restriction of activities and authority of the Agency in the interim period prior to dissolution to certain "enforceable obligations" and to actions required for the general winding up of affairs, preservation of assets, and certain other goals delineated in Part 1.8; and

**WHEREAS**, the dissolution of the Agency would be detrimental to the health, safety, and economic well being of the residents of the City and cause irreparable harm to the community, because, among other reasons, the redevelopment activities and projects made possible, implemented, and funded by the Agency are highly significant and of enduring benefit to the community and the City, and are a critical component of its future; and

**WHEREAS**, Part 1.9 of the CRL ("Part 1.9") provides that a redevelopment agency may continue in operation if a city or county that includes a redevelopment agency adopts an ordinance agreeing to comply with and participate in the Voluntary Alternative Redevelopment Program established in Part 1.9 ("Program"); and

**WHEREAS**, as a condition of the Agency's continued existence and operation of its redevelopment agency, the City is required to make certain annual remittances to the county auditor-controller pursuant to Chapter 3 of Part 1.9, beginning with a larger upfront remittance for the 2011-12 fiscal year ("First Remittance"), to be paid in two equal installments on January 15, 2012 and May 15, 2012; and

**WHEREAS**, the City will have sufficient moneys and revenues to fund an amount equal to the City's payment of the First Remittance and expects to have sufficient moneys and revenues to fund the subsequent annual remittances required by Part 1.9; and

**WHEREAS**, the City's needs are such that it can commit to spend the funds received from the Agency pursuant to the Agreement to Transfer Tax Increment (defined below) to finance activities within the Redevelopment Project that are related to accomplishing the goals of the Redevelopment Project including, but not limited to, attraction and retention of a wide range of businesses, rehabilitation of deteriorated and obsolete structures, development of housing, improvement of infrastructure and public facilities, crime reduction, and blight elimination; and

**WHEREAS**, the City and Agency intend to execute an agreement pursuant to CRL Section 34194.2, whereby the Agency shall make an initial transfer of a portion of its tax increment to the City in an amount equal the First Remittance, and thereafter to transfer amounts of tax increment equal to any subsequent remittance that the City is required to make to the county auditor-controller pursuant to the City's participation in the Program ("Agreement to Transfer Tax Increment"); and

**WHEREAS**, the City is aware that the validity, passage, and applicability of ABX1 26 and ABX1 27 may become the subject of a judicial challenge; and

**WHEREAS**, the City, by the adoption of this Ordinance, does not represent, disclaim, or take any position whatsoever on the issue of the validity of ABX1 26 or ABX1 27, but rather the City seeks to comply with the Constitution and laws of the State of California, including Part 1.9, in order to preserve the ability of the Agency to continue to operate and thereby benefit the community; and

**WHEREAS**, the City reserves the right to appeal the California Director of Finance's determination of the Fiscal Year 2011-12 community remittance, as provided in Health and Safety Code Section 34194; and

**WHEREAS**, while the City currently intends to make these community remittances, they shall be made under protest and without prejudice to the City's right to recover such amounts and interest thereon, to the extent there is a final determination that ABX1 26 and ABX1 27 are unconstitutional; and

**WHEREAS**, the City reserves the right, regardless of any community remittance made pursuant to this Ordinance, to challenge the legality of ABX1 26 and ABX1 27; and

**WHEREAS**, to the extent a court of competent jurisdiction enjoins, restrains, or grants a stay on the effectiveness of the Voluntary Alternative Redevelopment Program's payment obligation of ABX1 26 and ABX1 27, the City shall not be obligated to make any community remittance for the duration of such injunction, restraint, or stay; and

**WHEREAS**, the City has duly considered all other related matters and has determined that the City's participation in the Program is in the best interests of the City, and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

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

**SECTION I.** The foregoing recitals are true and correct.

**SECTION II.** The City hereby finds that (i) the dissolution of the Agency would be detrimental and cause irreparable harm to the community and to the health, safety, and economic well being of the citizens of the City; and (ii) the types of activities and projects made possible, implemented, and funded by the Agency are highly significant and of enduring benefit to the community and the City, and are a critical component of its future.

**SECTION III.** The City hereby commits to spend those funds received under the Agreement to Transfer Tax Increment or otherwise pursuant to CRL Section 34194.2 to finance activities within the Redevelopment Project that are related to accomplishing the goals of the Redevelopment Project.

**SECTION IV.** The City hereby ordains that the City shall comply with the Constitution and the laws of the State of California, including Part 1.9, including the making of the remittances referred to in CRL Section 34194(c) at the times and in the manner described in Part 1.9. This Ordinance is that ordinance referred to in CRL Section 34193 and shall be interpreted and applied in all respects so as to comply with Part 1.9, to the fullest extent permitted by law.

**SECTION V.** The City Manager is hereby authorized and directed to take action and execute any documents necessary to implement this Ordinance including, but not limited to, notifying on or before November 1, 2011, the Office of the San Bernardino County Auditor–Controller, the State Controller, and the California Department of Finance that the City agrees to comply with the provisions of Part 1.9 as provided under Section 34193, such notice to be in accordance with CRL Section 34193.1.

**SECTION VI.** The City's remittances to the county auditor–controller made pursuant to Part 1.9 may be paid from any legally available funds of the City not otherwise obligated for other uses in accordance with Section 34194.1. Nothing herein is intended or shall be interpreted to require any payments or impose any financial or other obligation of the City other than in accordance with the Constitution and laws of the State of California including Part 1.9. Except as set forth in Section 7 below, the City Council hereby determines that the City shall make the community remittances set forth in Health and Safety Code Section 34194 *et seq.*

**SECTION VII.** The City shall not make any community remittance in the event a court of competent jurisdiction either grants a stay on the enforcement of ABX1 26 and ABX1 27, or determines that ABX1 26 and ABX1 27 are unconstitutional and, therefore, invalid and all appeals therefrom are exhausted or unsuccessful, or time for filing an appeal therefrom has lapsed. Any community remittance shall be made under protest and without prejudice to the City's right to recover such amount and interest thereon in the event that there is a final determination that ABX1 26 and ABX1 27 are unconstitutional. If there is a final determination that ABX1 26 and ABX1 27 are invalid, this Ordinance shall be deemed to be null and void and of no further force or effect.

**SECTION VIII.** This Ordinance shall be effective thirty (30) days from and after the date of the final passage and adoption hereof.

**SECTION IX. Severability.**

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

**SECTION X. Effective Date.**

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

**SECTION IV. Posting.**

The City Clerk shall certify to the passage of this Ordinance and cause the same to be posted pursuant to Government Code Section 36933.

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

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Mayor

**ATTEST:**

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Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 11-926 of said city, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2011, and finally passed not less than five (5) days thereafter on the XX day of XX, 2011, by the following vote, to-wit:

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

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Yvonne L. Smith  
Deputy City Clerk

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER AUTHORIZATION TO RECEIVE A \$10,000 DONATION FROM MONTCLAIR HOSPITAL MEDICAL CENTER FOR PURCHASE OF SPECIALIZED EMERGENCY MEDICAL SERVICES EQUIPMENT AND/OR SUPPLIES	<b>DATE:</b> August 1, 2011 <b>SECTION:</b> ADMIN. REPORTS <b>ITEM NO.:</b> 3 <b>FILE I.D.:</b> EQS215-02/FRD245 <b>DEPT.:</b> FIRE
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**REASON FOR CONSIDERATION:** The City Council is requested to consider authorizing the Fire Department to receive a \$10,000 donation from Montclair Hospital Medical Center (MHMC) for purchase of specialized emergency medical services (EMS) equipment and/or supplies.

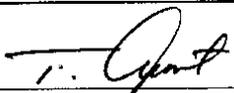
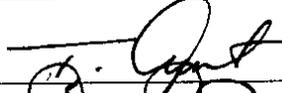
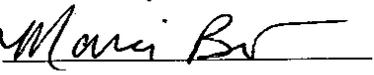
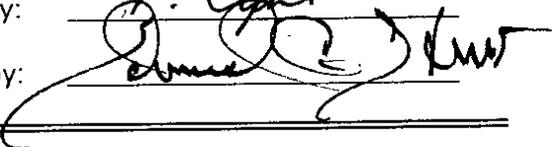
**BACKGROUND:** It is imperative for the Fire Department to have the ability to effectively respond to medical emergencies with industry-compliant equipment and supplies. Currently, the Fire Department has cardiac monitors/defibrillators and other critical EMS equipment reaching maximum service life with no opportunity for further upgrades, repairs, or technical support.

MHMC has generously offered to donate \$10,000 to the Fire Department. These funds, in addition to the funds appropriated to the EMS Program in the Fiscal Year 2011-12 Budget, would be used to restock the cardiac monitors/defibrillators and other critical EMS equipment necessary to respond to medical emergencies. MHMC's donation would directly benefit the local community and ensure continued high-quality patient care and seamless first responder to emergency room continuum of care.

**FISCAL IMPACT:** Should the City Council approve this item, the \$10,000 MHMC donation would be applied to Program Supplies Account No. 1143-4539-51130-400 associated with the EMS Program.

**RECOMMENDATION:** Staff recommends the City Council authorize the Fire Department to receive a \$10,000 donation from Montclair Hospital Medical Center for purchase of specialized emergency medical services equipment and/or supplies and appropriate these funds to Account No. 1143-4539-51130-400.

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

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**Medical Center**

5000 San Bernardino Street, Montclair, CA 91763 (909) 625-5411

**Statement of Invoices Paid**

M01709  
CITY OF MONTCLAIR

05/18/11  
34002

INV DATE	INVOICE #	DESCRIPTION	GROSS AMT	NET
05/11/11	05/11/11-DONATI		10000.00	10000.00

INV DATE	INVOICE #	DESCRIPTION	GROSS AMT	NET
TOTALS			10000.00	10000.00

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK.

**Montclair Hospital**

**Medical Center**

5000 San Bernardino Street, Montclair, CA 91763  
(909) 625-5411

City National Bank  
3484 Central Avenue  
Riverside, CA 92506

Date: 05/18/11

34002

16-1606 / 1220

VOID AFTER 90 DAYS

\*\*\* \$10000.00

PAY: TEN THOUSAND 00/100

TO THE  
ORDER OF:

CITY OF MONTCLAIR  
MONTCLAIR FIRE DEPARTMENT  
8901 MONTE VISTA AVE  
MONTCLAIR, CA 91763

**Accounts Payable Check**

*Adrian W. B...*  
*Arnold J. Gallo*

⑈0034002⑈ ⑆122016066⑆ 112⑈592989⑈

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER AUTHORIZATION TO PURCHASE TWO 2011 CHEVROLET CAPRICE PPV SEDANS WITH DETECTIVE PACKAGES FROM MARK CHRISTOPHER CHEVROLET	<b>DATE:</b> August 1, 2011 <b>SECTION:</b> ADMIN. REPORTS <b>ITEM NO.:</b> 4 <b>FILE I.D.:</b> VEH450 <b>DEPT.:</b> POLICE
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**REASON FOR CONSIDERATION:** The City Council is requested to consider authorizing the purchase of two Chevrolet Caprice Police Patrol Vehicle (PPV) sedans with detective packages. Expenditures in excess of \$20,000 require City Council approval.

**BACKGROUND:** The City Council approved the purchase of two Chevrolet Caprice PPV sedans with detective packages in the Police Department 2011-12 Budget to replace two high mileage Police administration vehicles—a 2003 Ford Crown Victoria and a 2002 Chevrolet TrailBlazer.

Ford Motor Company no longer produces the Crown Victoria Police Interceptor, and the Police Department is contemplating the move over the next several years to the new Chevrolet Caprice PPVs. Initial use of the vehicles by Police administration would allow the Department to evaluate their suitability for future fleet use. The City's vehicle maintenance personnel have found that keeping the fleet standard in model and manufacturer not only facilitates repairs but also helps to contain the cost of repairs. In addition, Chevrolet is the only vehicle manufacturer to offer a 100,000-mile police vehicle warranty.

The following three vendors responded to a bid request for Chevrolet Caprice PPVs:

<i>Vendor</i>	<i>Bid Amount</i>
Mark Christopher Chevrolet	\$26,407.00
George Chevrolet	\$26,799.50
Wondries Fleet Group	\$27,178.00

**FISCAL IMPACT:** The cost per vehicle would be \$26,407 (not including sales tax, document fees, and tire tax) for a total of \$57,149.14 for the purchase of two Chevrolet Caprice PPV sedans.

**RECOMMENDATION:** Staff recommends the City Council authorize the purchase of two 2011 Chevrolet Caprice PPV sedans with detective packages from Mark Christopher Chevrolet.

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Prepared by: <u>Jim Matherson</u>	Reviewed and	Approved by: <u>Rob. Jones</u>
Proofed by: <u>Sharon Higgins</u>	Presented by:	<u>Samuel Spurr</u>

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## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER REDEVELOPMENT AGENCY BOARD OF DIRECTORS' APPROVAL OF THE FILING OF A NOTICE OF COMPLETION, REDUCTION OF FAITHFUL PERFORMANCE BOND TO 10 PERCENT, AND RETENTION OF PAYMENT BOND FOR SIX MONTHS FOR THE 9916 CENTRAL AVENUE LANDSCAPE REHABILITATION PROJECT	<b>DATE:</b> August 1, 2011 <b>SECTION:</b> ADMIN. REPORTS <b>ITEM NO.:</b> 5 <b>FILE I.D.:</b> RDA685 <b>DEPT.:</b> REDEVELOPMENT
CONSIDER RELEASE OF RETENTION 30 DAYS AFTER RECORDATION OF NOTICE OF COMPLETION	

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**REASON FOR CONSIDERATION:** State law requires Notices of Completion to be recorded with the County Recorder upon acceptance of a City of Montclair Redevelopment Agency project. The Redevelopment Agency Board of Directors is requested to approve the Notice of Completion for the 9916 Central Avenue Landscape Improvement Project.

**BACKGROUND:** On March 7, 2011, L & J Landscaping was awarded a contract for the 9916 Central Avenue Landscape Improvement Project and entered into Agreement No. 11-25. All work required under the terms of Agreement No. 11-25 has been satisfactorily completed. The landscape improvements to the single-family residence included enhancement to the existing xeriscape landscape with the addition of several California native, drought-tolerant plants and hardscape improvements and the installation of a new "Smart Line" irrigation system that adjusts water usage according to the weather. Improvements also included the addition of a cedar wood fence and concrete flatwork. The landscape improvements to the single-family residence completed the rehabilitation of the property.

**FISCAL IMPACT:** The 9916 Central Avenue Landscape Improvement Project is included in the Redevelopment Agency Fiscal Year 2010-11 Budget. The awarded amount was \$21,000. The final cost of the project was \$21,765. The increase in the project cost stemmed from design changes to the landscaping. Change orders included the installation of a Black Diamond divider between the decomposed granite and mulch to keep both areas separate and along the property line at the southernmost portion of the property. Other costs included the purchase and installation of additional plant material.

**RECOMMENDATION:** Staff recommends the Redevelopment Agency Board of Directors take the following actions related to completion of the 9916 Central Avenue Landscape Improvement Project:

1. Approve the filing of a Notice of Completion with the Office of the San Bernardino County Recorder.

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Prepared by: *Fabiola Preciado*  
Proofed by: *M. O. [Signature]*

Reviewed and Approved by: *Walter R. Yaldwin*  
Presented by: *[Signature]*

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2. Authorize reduction of the Faithful Performance Bond to 10 percent.
3. Authorize retention of the Payment Bond for six months.
4. Authorize release of retention 30 days after recordation of Notice of Completion.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

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

APN NO. : 1010-302-12

(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, Agency Engineer  
City of Montclair  
5111 Benito Street  
Montclair, CA 91763

The work was completed on that certain work known as 9916 Central Ave. Landscape Improvement Project

for the undersigned City of Montclair Redevelopment Agency, a Municipal Corporation, on the 20th day of April, 2011

The City accepted the job on the 1 day of August, 2011

The Contractor on said job was L & J Landscaping  
8215 Saddle Creek Dr.  
Riverside, CA 92509

The improvement consisted of The landscape improvements included enhancement to the existing xeriscape landscape with the addition of California native, drought-tolerant plants, hardscape improvements, and the installation of a new "Smart Line" irrigation system that adjusted the water usage according to the local weather data it collects. Improvements also include the addition of a cedar wood fence and concrete flat work.

The property upon which said work of improvement was completed is described as: 9916 Central Avenue

### 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

\_\_\_\_\_  
Agency Engineer, City of Montclair Redevelopment Agency

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION      **DATE:** August 1, 2011  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 6  
**FILE I.D.:** FIN540  
**DEPT.:** ADMIN. SVCS.

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

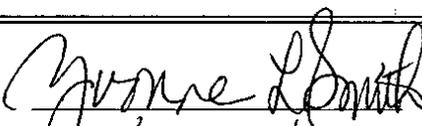
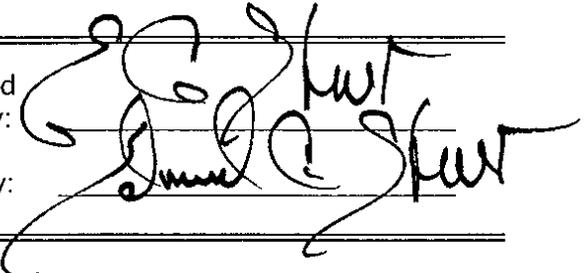
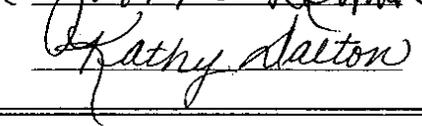
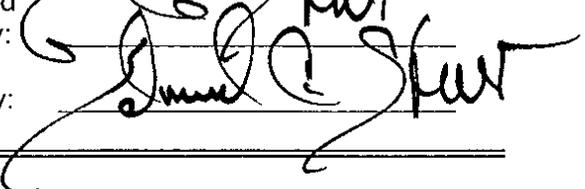
**BACKGROUND:** Mayor Pro Tem Raft has examined the Warrant Register dated August 1, 2011, and Payroll Documentation dated June 19, 2011; finds them to be in order; and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated August 1, 2011, totals \$1,398,134.49. The Payroll Documentation dated June 19, 2011, totals \$702,872.39, with \$478,562.48 being the total cash disbursement.

**RECOMMENDATION:** Staff recommends the City Council approve the above referenced Warrant Register and Payroll Documentation as presented.

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

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## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 11-102 AMENDING AGREEMENT NO. 06-18 WITH THE SAN BERNARDINO COMMUNITY COLLEGE DISTRICT, CRAFTON HILLS COLLEGE, AUTHORIZING THE FIRE DEPARTMENT TO PROVIDE CLINICAL TRAINING TO EMERGENCY MEDICAL STUDENTS	<b>DATE:</b> August 1, 2011 <b>SECTION:</b> AGREEMENTS <b>ITEM NO.:</b> 1 <b>FILE I.D.:</b> PER250/FRD245 <b>DEPT.:</b> FIRE
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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 11-102 amending Agreement No. 06-18 with San Bernardino Community College District, Crafton Hills College, authorizing the Fire Department to provide clinical training to emergency medical students. Proposed Agreement No. 11-102 is attached for the City Council's review and consideration.

**BACKGROUND:** In 2006, the City entered into Agreement No. 06-18 with San Bernardino Community College District, Crafton Hills College, to provide clinical field training for some of its emergency medical students. This Agreement was effective for five years; and now Crafton Hills College, which has an established Emergency Medical Technician/Paramedic (EMT-P) Program, desires to continue its contract with the Montclair Fire Department.

The Fire Department is currently a field-training agency to paramedic students and employs three paramedics who have completed the required training to become clinical preceptors who may provide field training to EMT-P students/interns. As preceptors, they are obligated to practice and maintain advanced life-support (ALS) skills. The Fire Department has determined that serving as a field-training agency continues to benefit the City's paramedic program, which continually receives updated ALS information and practices changing medical protocols.

The term of proposed Agreement No. 11-102 is from August 2, 2011, through June 30, 2016.

**FISCAL IMPACT:** There would be no direct fiscal impact to the City's General Fund should the City Council approve this item.

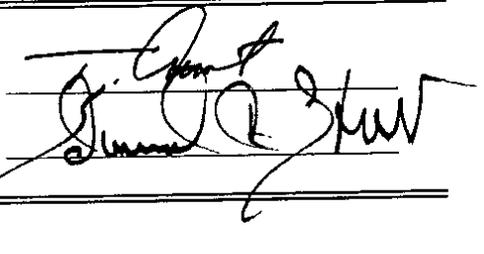
**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 11-102 amending Agreement No. 06-18 with the San Bernardino Community College District, Crafton Hills College, authorizing the Fire Department to provide clinical training for emergency medical students.

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Prepared by:



Reviewed and  
Approved by:



Proofed by:



Presented by:

**AGREEMENT  
EMERGENCY MEDICAL SERVICES  
CLINICAL/FIELD INTERNSHIP**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between the City of Montclair Fire Department hereinafter called the **Agency** and the San Bernardino Community College District (Crafton Hills College) hereinafter called the **District**.

**PART I**      **BASIS AND PURPOSE OF AGREEMENT**

WITNESSETH:

WHEREAS, the District and Agency acknowledge a public obligation to contribute to Emergency Medical Services education for the benefit of students and to meet community needs;

WHEREAS, the District provides approved programs in Emergency Medical Services education which require clinical/field externship experience for students enrolled in these programs;

WHEREAS, the Agency has facilities suitable for the clinical/field externship needs of the District programs in Emergency Medical Services;

WHEREAS, it is to the benefit of both District and Agency that Emergency Medical Services students have opportunities for clinical/field externship experience to enhance their capabilities as practitioners;

NOW, THEREFORE, the District and Agency do covenant and agree as follows:

**PART II**      **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT**

A.      For the Program in General

1.      District is committed to the achievement of equal educational opportunity. Decisions related to admission, participation, student's employment, and financing will not be influenced by race, religion, sex, age, disability, or national origin.
2.      The District assumes full responsibility for offering Emergency Medical Services education programs eligible for accreditation by any appropriate State Board involved.

3. District faculty members may be invited by Agency to serve as voluntary resource persons to the Agency staff by serving on Emergency Medical Services committees, by sharing knowledge as clinical experts, and by participation in other matters dealing with the quality of patient care.
4. The District agrees to provide liability insurance for District employees while participating in activities relating to the instructional program.
5. Malpractice coverage for Emergency Medical Services students is, and throughout the term of the Agreement will be, carried by the District.
6. District will defend, hold harmless, and indemnify the Agency against all claims, demands, suits, judgments, expenses, and costs of any and every kind on account of the injury to or death of persons or loss of/or damage to property arising in any manner out of the performance of this Agreement or the actions of its students.

B. For Program Planning

1. District will initiate the development of mutually acceptable clinical/field externship instruction plans for using the Agency's clinical/field externship areas to meet the educational goals of Emergency Medical Services curricula. These plans will be made available to the Agency at a mutually agreed upon time and subject to revision in instances of conflict with hospital patient care responsibilities or District interests.

C. For Clinical/Field Externship Instructors

1. District will provide faculty members who are both qualified and competent teachers and licensed health care practitioners for all academic areas.
2. District faculty will be responsible for learning and observing the regulations of both District and Agency as they apply to the circumstances of clinical/field externship teaching.
3. District has the privilege of regularly scheduled meetings at mutually agreed upon times at the Agency with Agency staff, including both selected personnel and administrative level representatives, for the purpose of interpreting, discussing, and evaluating the educational program involved.

D. For Emergency Medical Services

1. District faculty shall be responsible for instructing in regard to patient and institution confidentiality.
2. District faculty shall inform the students that they must be able to provide a record of immunizations and physical examination, if requested.
3. Emergency Medical Services students shall have the status of students and shall not be considered to be Agency employees, nor shall they replace Agency staff. Clinical/field externship experience will be conducted as a laboratory learning experience.
4. Emergency Medical Services students are subject to the authority, policies, and regulations of the District. They are also subject, during clinical/field externship assignment, to applicable Agency regulations and must conform to the same standards as are set for Agency employees and other students and learners in matters relating to the welfare of patients and general Agency operation.
5. District will be responsible for assuring that the Emergency Medical Services students assigned to the Agency for clinical/field externship instruction comply with all applicable provisions of this Agreement and meet both District and Agency academic and clinical/field externship standards and rules and regulations of conduct.

PART III GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

1. Agency will maintain the standards which make it eligible for approval as a clinical/field externship area for instruction in Emergency Medical Services programs.
2. Agency staff may participate in the education program on request of the District. This may be as resource persons, clinical/field externship experts, or assistants in the planning and implementation of aspects of clinical/field externship education. Such participation shall be voluntary and shall not interfere with assigned Agency duties.

PART IV JOINT RESPONSIBILITIES AND PRIVILEGES

A. For Publications

1. Publication by District faculty or Agency staff members of any material relative to their clinical/field externship experience that has not been approved for release by the District and Agency is prohibited.

B. Assurance of Non-Discrimination

2. The District and the Agency, in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, and Section 505 of the Rehabilitation Act of 1973, do not discriminate on the basis of race, color, national origin, religion, sex, age, or handicap in any policies, procedures, or practices.

C. Liability Status of the Contracting Agencies

1. CITY OF MONTCLAIR FIRE DEPARTMENT hereby agrees to save and hold harmless SAN BERNARDINO COMMUNITY COLLEGE DISTRICT and its department, agencies, officers, or employees from all sums which SAN BERNARDINO COMMUNITY COLLEGE DISTRICT or any of its departments, agencies, officers, or employees may be obligated to pay by reason of any liability imposed on them for damages arising out of the performance of the services rendered by CITY OF MONTCLAIR FIRE DEPARTMENT and cause by any error, omission or act of CITY OF MONTCLAIR FIRE DEPARTMENT or any person employed by him or her or any others for whose acts CITY OF MONTCLAIR FIRE DEPARTMENT is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.
2. SAN BERNARDINO COMMUNITY COLLEGE DISTRICT hereby agrees to save and hold harmless CITY OF MONTCLAIR FIRE DEPARTMENT and its department, agencies, officers, or employees from all sums which CITY OF MONTCLAIR FIRE DEPARTMENT or any of its departments, agencies, officers, or employees may be obligated to pay by reason of any liability imposed on them for damages arising out of the performance of the services rendered by SAN BERNARDINO COMMUNITY COLLEGE DISTRICT and cause by any error, omission, or act of SAN BERNARDINO COMMUNITY COLLEGE DISTRICT or any person employed by him or her or any others for whose acts

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

**PART V      PERIOD OF AGREEMENT**

A. This agreement shall be effective as of the date signed and shall continue in effect until terminated by written notice of either party not to exceed five years, terminating on June 30<sup>th</sup> of the fifth year. This agreement may be terminated by either party by written notice and may be terminated at any time:

1. Upon written mutual consent by the District and the Agency, or
2. In the event of any substantial default hereunder.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this agreement as of the last date written below.

**BY: \_\_\_\_\_**  
**MAYOR OF THE CITY OF MONTCLAIR**

\_\_\_\_\_  
**DATE**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK, CITY OF MONTCLAIR**

\_\_\_\_\_  
**DATE**

**AGENCY CONTACT:**

Troy M. Ament        
Name

FIRE CHIEF  
Title

P.O. Box 2308  
Address

MONTCLAIR, CA 91763

Phone: 909-447-3544

**APPROVED BY THE DISTRICT**  
**San Bernardino Community College District**

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Steven Sutorus, Business Manager

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Date

# AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER AUTHORIZATION TO RETAIN BEARD/PROVENCHER AND ASSOCIATES, INC., TO PROVIDE SPECIALIZED FIRE PLAN CHECKING SERVICES FOR FIRE SPRINKLER, FIRE ALARM, UNDERGROUND FIRE LINE, FIRE PUMP, AND STANDPIPE PLANS	<b>DATE:</b> August 1, 2011
CONSIDER APPROVAL OF AGREEMENT NO. 11-103 WITH BEARD/PROVENCHER AND ASSOCIATES, INC., TO PROVIDE SUCH SPECIALIZED SERVICES	<b>SECTION:</b> AGREEMENTS
	<b>ITEM NO.:</b> 2
	<b>FILE I.D.:</b> FRD075
	<b>DEPT.:</b> FIRE

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**REASON FOR CONSIDERATION:** The City Council is requested to consider retaining Beard/Provencher and Associates, Inc., to provide specialized fire plan checking services for fire sprinkler, fire alarm, underground fire line, fire pump, and standpipe plans. The City Council is also requested to consider approval of Agreement 11-103 with Beard/Provencher and Associates, Inc., to provide such services. A copy of proposed Agreement No. 11-103 is attached for the City Council's review and consideration.

**BACKGROUND:** Because the Fire Department's Office of the Fire Marshal currently has a limited full-time staff having adequate certification and expertise in the area of fire plan review as a result of a loss of institutional knowledge and proficiency of fire plan review through attrition, staff solicited bid quotations from three engineering firms specializing in fire plan review related to fire sprinkler systems, fire alarm systems, underground fire line, fire pump, and standpipe plans. The selected firm's fire plan checking services would be directed at reviewing plans for compliance with the California Fire Code as amended and adopted by the State of California and City of Montclair; the National Fire Codes as published by the National Fire Protection Association, as adopted and referenced by the State of California Code of Regulations and City Ordinances; and applicable provisions relating to fire alarm systems of the National Electrical Code as published by the National Fire Protection Association as adopted and amended by the State of California.

Historically, a certified and experienced Deputy Fire Marshal and Fire Inspectors have exclusively met the Department's fire plan review needs; however, current staffing certification and experience levels cannot perform reviews related to various complex submittals proposed for North Montclair Downtown Specific Plan developments. Consultant services for fire plan review would be particularly useful during anticipated peak demand periods of increasing workloads; and the City would be positioned to meet complex performance demands, eliminating the potential for costly project delays. Having a consultant available would allow for in-house staff to provide better customer service and the flexibility to handle daily and final site inspections as well as the ability to expedite final plan review

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Prepared by: T. Q. A.  
Proofed by: Marcia B.

Reviewed and Approved by: T. Q. A.  
Presented by: James O. Hunt

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processes, ensuring each building project conforms to state-mandated codes. Fire Prevention Bureau staff would continue to perform daily workflow, site inspections, and plan review of projects with limited complexity.

The following bid quotes for specialized fire plan checking services were received from engineering firms recommended by the Building Official based on expertise, professionalism, and quality of services provided. Inquiries were made to several cities currently supported by these firms to ascertain an assessment of their services.

<i>Vendor</i>	<i>Bid Amount</i>
Willdan Engineering	\$125/hr
EsGil Corporation	\$100/hr
Beard/Provencher and Associates, Inc.	\$85/hr

The engineering firm determined to best meet the fire plan checking needs of the City, taking into consideration professional services and associated hourly fees, is Beard/Provencher and Associates, Inc. The firm has completed numerous projects with similar scope and magnitude of The Paseos at Montclair North, the first development project within the boundaries of the North Montclair Downtown Specific Plan, and works frequently with the sprinkler contractor associated with this project.

**FISCAL IMPACT:** Fees and costs associated with proposed Agreement No. 11-103 are outlined below:

- \$85 hourly rate for plan review, including resubmittals, with a turnaround time of ten working days
- \$127 hourly rate for expedited plan review, including resubmittals, with a turnaround time of five working days
- Minimum charge of one-half hour for plan review
- \$85 hourly rate for time on construction site or at City offices for meetings including travel time
- Other such fees and costs as contained in the contract

There is no allocation for fire plan checking services in the Fiscal Year 2011-12 Budget; however, expected plan review and permit fees paid by the applicants should cover the cost of these services, resulting in no fiscal impact to the City.

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

1. Retain Beard/Provencher and Associates, Inc., to provide specialized fire plan checking services for fire sprinkler, fire alarm, underground fire line, fire pump, and standpipe plans.
2. Approve Agreement No. 11-103 with Beard/Provencher and Associates, Inc., to provide such specialized services.

**CITY OF MONTCLAIR**

**AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT is made and effective as of August 1, 2011, between the City of Montclair, a municipal corporation ("City") and Beard, Provencher & Associates, Inc., a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on August 1, 2011 and shall remain and continue in effect until tasks described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **CITY MANAGEMENT**

City's City Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed \$5,500.00 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall total compensation exceed Ten Thousand Dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. Said invoices shall detail all costs, rates and hours for individual tasks. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

(d) Consultant agrees that, in no event shall City be required to pay to Consultant any sum in excess of ninety-five percent (95%) of the maximum payable hereunder prior to receipt by City of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to City. Final payments shall be made no later than sixty (60) days after presentation of final documents and acceptance thereof by City.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant on a pro-rata basis the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5(c).

## 7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the even that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

## 8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to billed time, sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, claims, applications, computer files, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

## 9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall

indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney’s fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant. Said indemnification shall include any claim that Consultant, or Consultant’s employees or agents, are considered to be employees of the City or are entitled to any employee benefits from City, including but not limited to those available under Public Employees Retirement Law.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant or other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

## 10. INSURANCE

(a) Consultant shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall Consultant allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. Consultant shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-: VI:

Commercial general liability at least as broad as ISO CG 0001 (per occurrence)	1,000,000
(general aggregate)	2,000,000
Commercial auto liability at least as broad as ISO CA 0001 (per accident)	1,000,000
Professional Liability (per claim and aggregate)	1,000,000
Worker’s compensation	Statutory

(b) All insurance required by this section shall apply on a primary basis. Consultant agrees that it will not cancel or reduce said insurance coverage. Consultant agrees that if it does not keep the

aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

(c) Auto liability insurance shall cover owned, nonowned and hired autos. If Consultant owns no vehicles, auto liability coverage may be provided by means of a nonowned and hired auto endorsement to the general liability policy.

(d) At all times during the term of this Agreement, Consultant shall maintain on file with City a certificate of insurance, in a form acceptable to City showing that the aforesaid policies are in effect in the required amounts. The general liability policy shall contain or be endorsed to contain a provision including the Indemnitees as additional insureds. Consultant shall promptly file with City such certificate or certificates and endorsements if applicable. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

(e) No policy required by this section shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the Indemnitees.

(f) All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

(g) In accordance with the provisions of California Labor Code, Section 3700, every employer shall secure the payment of compensation to his employees. Consultant shall, prior to commencing work, sign and file with City a certification as follows:

I am 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 I will comply with such provisions before commencing the performance of the work of this Agreement."

(h) General Insurance Requirements: All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer, insured and all subcontractors waive the right of subrogation against City and City's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by City; and (3) they cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to City by certified mail. Consultant shall furnish City with copies of all such policies. Consultant may effect for its own account insurance not required under this Agreement.

## 11. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control and shall not be construed to be employees of City for any purpose, including eligibility under Public Employees Retirement Law. Neither City nor any of its officers, employees, or agents shall have control over the conduct of

Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

## 12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

## 13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Montclair in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Montclair will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

## 14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

## 15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide



17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement, including a City of Montclair business license.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Montclair.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. CONFIDENTIALITY

Information and materials obtained by the Consultant from City during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the Consultant for any purpose other than the performance of this Agreement.

22. DISCRIMINATION

The Consultant agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the Consultant agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MONTCLAIR

BEARD, PROVENCHER & ASSOCIATES, INC.

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
GEORGE PROVENCHER, Vice President

Attest:

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

By: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney



# Beard / Provencher

& ASSOCIATES, INC.

22931 Savi Ranch Parkway Yorba Linda, CA 92887-4640

714/283-1100 - Fax 714/283-1400

*Mechanical & Fire Protection Engineers Specializing in Hazardous Material,  
Code Consulting, Property Survey & System Design*

June 22, 2011

Montclair Fire Department  
8901 Monte Vista Ave.  
Montclair, CA

Subject: Proposal for Plan Review Services

Beard, Provencher & Associates, Inc. (BPA) would like to provide plan checking services for Fire Sprinkler, Fire Alarm, Underground Fire Line (Public/Private), Fire Pump and Standpipe plans to the City of Montclair.

We believe we can be an asset to the Montclair Fire Department. We will provide timely, well documented and complete responses with codes/standards referenced to plans submitted for review and be available to you and your staff to answer questions.

### Description of Firm and Personnel Qualifications (Team Members)

Beard, Provencher & Associates has been in business for 24 years and consists of 3 full time employees, who individually have numerous years of experience working with various jurisdictions and California construction code and standards (i.e. UBC, UFC, CBC, CFC, IBC, IFC, and NFPA standards).

1. George Provencher (Vice President), extension 107 ([georgep@bpassoc.com](mailto:georgep@bpassoc.com)), is a Registered Professional (Mechanical and Fire Protection) Engineer in the states of California, Arizona, Nevada, Texas, Mississippi, New Mexico, Washington, and Utah. He graduated from Cal Poly (1971) and since then has been involved in design and consulting on fire protection systems in all types of buildings, including high rises (+400 feet), aircraft hangars, commercial and industrial buildings. His current duties including overseeing and reviewing all documents prepared by this office to verify their compliance with the standards set by this office and to fill in on as needed basis in plan checking/inspections.
2. Bob Buffington, extension 104 ([bob@bpassoc.com](mailto:bob@bpassoc.com)), grew up in the industry and has been involved in the design of automatic fire sprinkler system for over thirty (30) years. His first fifteen (15) years were spent working for a fire sprinkler contracting firm and the last fifteen (15) years have been with BPA. In the first five (5) years he prepared drawings for all types of fire sprinkler systems, including residential developments, commercial/warehouse buildings and aircraft hangar buildings (deluge system with a detection system). During the past ten (10) years his main duties involved plan checking and inspection for various cities.

Automatic Fire Sprinklers Save LIFE and PROPERTY.

*Exhibit A*

3. Sue Reid, extension 100 ([sue@bpassoc.com](mailto:sue@bpassoc.com)), has been with BPA since its beginning and prior to that worked for James Beard and Associates. Her duties include receiving plans, identifying due dates, typing and faxing and/or e-mailing of plan check comments, scanning into permanent electronic file of all documents, transmitting of plans and hydraulic calculations to the city, and maintaining our data base on individual plan review projects.
4. Jim Beard (President), extension 102 ([jimb@bpassoc.com](mailto:jimb@bpassoc.com)), has been involved in the design of fire sprinkler systems and detection systems for over forty-two (42) years. He has taught classes at Rancho Santiago Junior College, Miramar Junior College and Chaffee College on design and hydraulic calculations of fire protection systems and been a guest lecturer on hydraulic calculations and earthquake bracing for NICET classes and Society of F.P.E. Several times he has been a guest speaker for organizations such as OCFPO and SBFPO. He is currently semi-retired but is available to assist with plan checking or inspection.

BPA is blessed to have long term employees. This consistency in our staff provides a stable platform to provide high-quality service to the city of Montclair.

#### Project Team

Bob Buffington handles the majority of the plan check. Other members of the team assisting in review always consult with Bob prior to their comments being published. This provides consistency in the reviews.

BPA's normal business hours are Monday through Friday, 7:00 am. to 4:00 P.M. During those hours someone is always available to receive plans, answer inquiries and schedule appointments, if required. BPA is small enough to be flexible while large enough to meet demands.

#### Understanding of Scope of Work and Methodology to Complete Tasks

BPA currently provides plan check services to Anaheim and Upland. In the past, we have also provided plan check and inspection services to Rancho Cucamonga, Banning, Palm Springs, Westminster (prior to the city contracting with Orange County Fire Authority), Arcadia, Garden Grove, Norco, Hemet, and Long Beach during times of increased activity, a large project/development or personnel shortage.

Our current procedure is to provide typewritten review comments to the contractor and the city contact person(s) by fax and/or e-mail. This keeps all parties informed and expedites the plan review process. All approved documents and/or plans are shipped with a letter of transmittal to the City, thereby maintaining a paper trail of their movement.

**Automatic Fire Sprinklers Save LIFE and PROPERTY.**

In Rancho Cucamonga we also had internet access to the city's Tidemark program and posted our comments directly into their system. We also posted when plans were resubmitted and the results of inspections.

BPA maintains a data base which includes information such as the type of job (i.e. fire sprinkler, fire alarm, etc.), job address, city permit number, dates submittals were received by city and BPA, when plan check comments were published and any other pertinent information (i.e. telephone conversations with contractor and/or city).

We electronically scan all approved documents (plans, hydraulic calculations) by this office. Items are stored by city permit number. This permits us to maintain copies for future use and does not create the need for additional copies to be submitted by contractor for our files. The electronic scanning of plans has become more useful than initially anticipated. During plan check of tenant improvement plans, shell plans can be easily referenced for existing conditions. BPA can, if requested, provide these electronic files to our contract cities for its use and files.

BPA is visited by various manufacturer representatives (sprinkler, pipe, pump, hangers, fire alarm components) allowing us to be updated with changes in their product line with emphasis on the U.L. listing requirement/limitations. In addition, we are active members of NFPA and subscribe to their code update and formal interpretation services. We also maintain a reference book for the California State Fire Marshal's formal interpretations as published at their website.

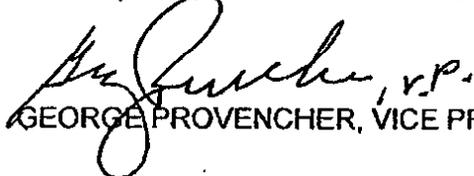
BPA carries Professional Liability Insurance, Comprehensive General Liability Insurance, and Workers Compensation Insurance.

Our fee to review plans is Eighty Five Dollars (\$85.00) per hour with a turnaround time of ten (10) working days. Expedited Plan Check Fee is One Hundred Twenty Seven Dollars (\$127.00) per hour with a turnaround time of five (5) working days. There is a minimum charge of one-half hour. Returning the plans to the city is included.

If additional information is needed, please do not hesitate to call. We look forward to the possibility of working with the City of Montclair.

Sincerely,

BEARD, PROVENCHER & ASSOCIATES INC.

  
GEORGE PROVENCHER, VICE PRESIDENT

GP:sfr

Montclair Fire Department  
Reference: Proposal for Plan Review Services  
June 22, 2011  
Page 4

References:

Rancho Cucamonga

John Thomas, AICP, Plan Check Manager (909) 477-2710 ext 4206

Upland

Fred St Ange, Fire Inspector/Investigator (909) 931-4180

Anaheim

Jeff Lutz, Fire Marshal (714) 765-4040

**Automatic Fire Sprinklers Save LIFE and PROPERTY.**



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-25-2011

GROUP:  
POLICY NUMBER: 1016764-2011  
CERTIFICATE ID: 137  
CERTIFICATE EXPIRES: 01-01-2012  
01-01-2011/01-01-2012

CITY OF MONTCLAIR  
5111 BENITO ST  
MONTCLAIR CA 91763-2808

SP

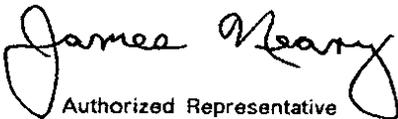
01-01-2011  
SP

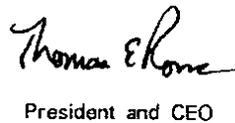
This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

  
Authorized Representative

  
President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - JAMES W BEARD PRESIDENT TREASURER - EXCLUDED.

ENDORSEMENT #1600 - GEORGE O PROVENCHER VP SEC - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01-01-1996 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2011-07-25 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME:  
CITY OF MONTCLAIR

EMPLOYER

BEARD, PROVENCHER, & ASSOCIATES, INC.  
22931 SAVI RANCH PKWY  
YORBA LINDA CA 92887

SP

[P18,SP]

PRINTED : 07-25-2011

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## WAIVER OF SUBROGATION NOTICE

Enclosed is your copy of a certificate of insurance on which the certificate holder required a waiver of subrogation:

1. Please be advised that a waiver of subrogation requires that a 3% surcharge will be applied by State Fund ONLY to the premium assessed on the payroll of your employees earned while engaged in work for that certificate holder who requested the waiver. (Note: if you have no employee payroll on that job, then there is no charge.)
2. To apply the 3% surcharge, you must also agree to maintain accurately segregated payroll records for employees engaged in work on job/s for the certificate holder who has the waiver. The payroll records are subject to verification by an auditor.

### Example:

Payroll for job:	\$5,000.00
Sample Rate:	13.30%
	-----
Regular Premium equals:	\$ 665.00
Surcharge:	3.00%
	-----
Additional Waiver charge:	\$ 19.95
Total premium equals	\$ 684.95 (665.00 + 19.95)

## Troy Ament

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**From:** Estelle Cope [ecope@willdan.com]  
**Sent:** Tuesday, July 12, 2011 4:12 PM  
**To:** Troy Ament  
**Cc:** Ron Espalin; Dana Reed  
**Subject:** Fire Plan Review Services  
**Importance:** High

Mr. Ament,

Per your request, Willdan Engineering can provide the following services to the **City of Montclair**:

### Fire Prevention Plan Check Services

Willdan will examine building plans for compliance with the life safety provisions of the current edition of the California Fire Code, including the life safety provisions of the California Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24 and all applicable Ordinances. Compliance will also conform to NFPA recognized standards. All plan review will comply with the City's directives, codes and ordinances.

Time and material hourly rate = **\$125.00**

This rate is for expedited plan review as well.

Please let me know if you have any questions, or need any additional information.

Sincerely,



**Estelle Cope**

Administration Manager  
650 Hospitality Lane, Suite 400  
San Bernardino, CA 92408  
909.386.0201  
ecope@willdan.com

## Troy Ament

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**From:** KURT [KCulver@esgil.com]  
**Sent:** Tuesday, July 12, 2011 4:16 PM  
**To:** Troy Ament  
**Cc:** Merry Westerlin  
**Subject:** Fire Code Review; EsGil Corporation

Chief Ament,

The Montclair building official, Merry Westerlin, asked that I send you an e-mail regarding our plan review services.

We have been providing traditional Fire Code plan reviews for many cities throughout California. We do this at an hourly rate of **\$100.00/hour**. For the project that Merry described, I estimate that it would take approximately 40 to 60 hours of plan review time.

Please contact me if you have any questions.

**Kurt Culver**  
President

**EsGil Corporation**  
*In Partnership with Government for Building Safety*

9320 Chesapeake Dr., Suite 208  
San Diego, CA 92123  
858-560-1466  
858-560-1576 fax  
[www.esgil.com](http://www.esgil.com)  
[kculver@esgil.com](mailto:kculver@esgil.com)

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT  
NO. 11-104 WITH ALL CITY MANAGEMENT  
SERVICES, INC., FOR SCHOOL CROSSING  
GUARD SERVICES

**DATE:** August 1, 2011

**SECTION:** AGREEMENTS

**ITEM NO.:** 3

**FILE I.D.:** EEP050

**DEPT.:** POLICE

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 11-104 with All City Management Services, Inc., for school crossing guard services.

**BACKGROUND:** All City Management Services, Inc., has been providing school crossing guard services for the City since November 1998. The company has notified the Police Department that its hourly rate for crossing guard services will increase by 2 percent for Fiscal Year 2011-12. This adjustment would increase the current hourly rate by \$.28, resulting in an hourly billing rate of \$14.25.

The proposed rate increase would ensure that All City Management Services, Inc., effectively competes with other part-time employment to recruit and retain crossing guards.

**FISCAL IMPACT:** Funding in the amount of \$115,000 has been allocated in the Police Department Fiscal Year 2011-12 Budget for crossing guard services.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 11-104 with All City Management Services, Inc., for school crossing guard services.

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Prepared by:

*Judy B.*

Reviewed and  
Approved by:

*H.G. Jones*

Proofed by:

*Sharon Agopian*

Presented by:

*[Signature]*

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AN AGREEMENT AMENDING AGREEMENT NO. 98-73  
AND SUPERSEDING ANY SUBSEQUENT AMENDMENTS  
OF SUCH AGREEMENT BETWEEN ALL CITY MANAGE-  
MENT SERVICES, INC., AND THE CITY OF MONTCLAIR  
FOR CROSSING GUARD SERVICES

The **City of Montclair**, hereinafter referred to as the "City," and **All City Management Services, Inc.**, located at 1749 South La Cienega Boulevard, Los Angeles, California 90035, hereinafter referred to as "Contractor," mutually agree to amend Agreement No. 98-73 and supersede any subsequent amendments of such Agreement as follows:

- 1. Item No. 1            The term of this Agreement shall be from July 1, 2011, through June 30, 2012.
- 2. Item No. 17        The City agrees to pay Contractor the sum of Fourteen Dollars and Twenty-five cents (\$14.25) per hour for each hour of crossing guard services provided pursuant to this Agreement.
- 3. Except as provided for herein, all other terms and conditions of Agreement No. 98-73 shall remain in effect.

**CITY OF MONTCLAIR**

**ALL CITY MANAGEMENT SERVICES,  
INC.**

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

\_\_\_\_\_  
Baron Farwell  
General Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Yvonne L. Smith  
Deputy City Clerk

\_\_\_\_\_  
Date

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT  
NO. 11-105 WITH THE LIQUIDATION  
COMPANY FOR THE PUBLIC SALE OF  
SURPLUS AND UNCLAIMED PROPERTY

**DATE:** August 1, 2011

**SECTION:** AGREEMENTS

**ITEM NO.:** 4

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

**DEPT.:** POLICE

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 11-105 with The Liquidation Company for the public sale of surplus and unclaimed property.

**BACKGROUND:** The Police Department has been using The Liquidation Company as an alternate auction source to dispose of surplus City property and unclaimed property in Police custody several times each year. The frequency of these auctions has significantly remedied issues related to the handling and storage of this property as well as curtailed bookkeeping procedures. The auctioneer works with other public agencies in the auction of surplus and unclaimed property. The Liquidation Company periodically collects the City's surplus and unclaimed property and stores it until a combined agency auction can be held. Although auctions are held a number of times throughout the year, they are sizable enough to draw a wider turnout than the City could on its own.

Proposed Agreement No. 11-105 authorizes The Liquidation Company to administer the entire auction process once it takes possession of the property.

**FISCAL IMPACT:** The auctioneer would receive a standard fee of 35 percent of gross sales should the City Council approve proposed Agreement No. 11-105.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 11-105 with The Liquidation Company for the public sale of surplus and unclaimed property.

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Prepared by:

*Judy Z...*

Reviewed and  
Approved by:

*K. P. Jones*

Proofed by:

*Sharda Agajman*

Presented by:

*James Stewart*

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10012 CITRUS AVENUE  
 FONTANA, CA 92335  
 888-700-0523

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## AGREEMENT

This agreement dated the 1<sup>st</sup> day of July, 2011 in the County of San Bernardino, State of California, by and between **City of Montclair** hereinafter referred to as SELLER, and **THE LIQUIDATION COMPANY** hereinafter referred to as AUCTIONEER.

This Agreement is to conduct an unreserved auction for the sale of all board approved surplus property to the SELLER'S needs either through offsite auctions, online at TLCAuctions.com or at eBay.com

1. For all the services, which AUCTIONEER is obligated to perform under the terms of this Agreement, the SELLER shall pay to the AUCTIONEER a standard Seller's Fee of 35 percent of gross sales. AUCTIONEER shall provide a check made payable to **City of Montclair** of net proceeds of auction. The check shall be delivered to SELLER no later than thirty (30) working days after the sale and removal of sold items.
2. The duty of the AUCTIONEER shall be to serve as AUCTIONEER and to provide the necessary additional team members to solicit and receive bids on property offered for sale and to award said property to the highest qualified bidder. AUCTIONEER has a security bond on file with the State of California. AUCTIONEER is also licensed by the State of California Cal Recycle Program for the collection of electronic waste. AUCTIONEER shall perform all other duties in regards to such sales, including but not limited to advertising, telemarketing, cashiering, pick up surplus items, DMV paperwork, bookkeeping, clerking, set-up, tagging, inventorying, and other related functions.
3. AUCTIONEER shall be an independent contractor retained by the SELLER for the aforementioned purpose. Employees of the AUCTIONEER will not be considered for any reason to be employees of the SELLER.
4. It shall be the responsibility of the AUCTIONEER to obtain, at the AUCTIONEER'S expense, all required licenses and permits necessary to perform under this Agreement. SELLER warrants that they are the owner of and has merchantable title to the items of surplus property offered for sale as set forth in this agreement, and grants to the AUCTIONEER the right to convey a merchantable title to that property to the successful buyer at the auction. SELLER shall offer all board approved surplus property to AUCTIONEER, a listing of which shall be made an integral part of this Agreement as Exhibit "A". No items shall be removed from Exhibit "A" less than four days prior to the scheduled auction date.

- 5. The AUCTIONEER shall comply with all Federal, State, and County safety, environmental, and sanitation laws and regulations.
- 6. In the case of dispute, the laws of the State of California and the County of San Bernardino shall apply.
- 7. Non-discrimination in the performance of the terms of this Agreement: AUCTIONEER agrees that he will not engage in or permit subcontractors where applicable, as he may employ, from engaging in discrimination in employment of persons because of race, color, sex, religion, ancestry, or national origin.
- 8. AUCTIONEER shall have the right but not the obligation to charge buyers a "BUYERS PREMIUM" or surcharge not to exceed thirteen percent (13%), the full amount of which AUCTIONEER will be entitled.
- 9. AUCTIONEER shall provide SELLER the selling price for each lot consigned and sold.
- 10. The term of this agreement shall be for a period of one year and will end on June 30, 2012.

The parties hereto have executed this Agreement on 1<sup>st</sup> day of July, 2011.

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

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

The Liquidation Company

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

Paul M. Eaton, Mayor

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

ATTEST:

\_\_\_\_\_

Yvonne L. Smith  
Deputy City Clerk

# AGENDA REPORT

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**SUBJECT:** CONSIDER ADOPTION OF RESOLUTION NO. 11-2919 AUTHORIZING PLACEMENT OF ASSESSMENTS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH ACCOUNTS

**DATE:** August 1, 2011

**SECTION:** RESOLUTIONS

**ITEM NO.:** 1

**FILE I.D.:** STB300-17

**DEPT.:** ADMIN. SVCS.

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**REASON FOR CONSIDERATION:** There are 691 outstanding liens on properties for collection of delinquent civil debts owed to the City for sewer and trash service. Proposed Resolution No. 11-2919 authorizes placement of assessments on these properties to assist in more timely collection of these delinquent accounts. A copy of proposed Resolution No. 11-2919 is attached for the City Council's review and consideration.

**BACKGROUND:** The City Council authorized the placement of 804 liens on properties for delinquent sewer and trash charges on the following dates:

<i>Date</i>	<i>No. of Liens</i>
October 4, 2010	114
November 1, 2010	145
February 7, 2011	147
March 7, 2011	141
June 6, 2011	110
July 5, 2011	<u>147</u>
TOTAL	<u>804</u>

Of these 804 properties, liens have been cleared from 113 of them.

It is recommended that assessments, which are collected with the property tax, be placed on the remaining 691 properties. This would result in more timely collection of the delinquencies than the lien process, which generates payment only upon sale or refinancing of the property.

In addition to the regular bimonthly billings, we have sent bimonthly letters to these property owners advising them of their delinquencies. They received two notifications when the liens were placed and were again notified on July 18, 2011, that the action proposed this evening would be considered by the City Council.

**FISCAL IMPACT:** Recoverable amount is \$168,624.36.

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Prepared by: Jane Kelleck Reviewed and Approved by: [Signature]

Proofed by: Kathy Dalton Presented by: [Signature]

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**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 11-2919 authorizing placement of assessments on certain properties for delinquent sewer and trash charges.

**RESOLUTION NO. 11-2919**

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

**WHEREAS**, Chapter 1.12 of the Montclair Municipal Code authorizes various methods by which delinquent civil debts may be collected including, but not limited to, the placement of assessments on the properties on which the debts were generated; and

**WHEREAS**, City Council has recently placed property liens on 804 properties on which there are delinquent civil debts for unpaid sewer and trash charges; and

**WHEREAS**, the lien amount was paid on 113 of these accounts; and

**WHEREAS**, it is appropriate to also place assessments on these 691 properties as identified on Exhibit A of this Resolution to further encourage the payment of these charges owed to the City; and

**WHEREAS**, the owners of these properties have received notification of proposed actions against their properties including the date and time when such action would be considered by the City Council.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair approve the placement of assessments on the properties and in the amounts specified in Exhibit A, entitled "August 2011 - Property Assessments."

**BE IT FURTHER RESOLVED** that the Deputy City Clerk is authorized to provide the San Bernardino County Assessor's Office with the documents required to cause such assessments to be placed.

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

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Mayor

**ATTEST:**

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Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 11-2919 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2011, and that it was adopted by the following vote, to-wit:

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

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Yvonne L. Smith  
Deputy City Clerk

**Exhibit A to Resolution No. 11-2919  
August 2011 – Property Assessments**

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
4343	Alamitos Street	\$193.07	\$666.33		\$ 859.40	Senior
5356	Alamitos Street	\$239.40	\$233.54	\$232.89	705.83	Residential
5366	Alamitos Street	\$228.14	\$229.76	\$236.69	694.59	Residential
5371	Alamitos Street	\$206.63			206.63	Residential
4575	Allesandro Street	\$329.18	\$243.42		572.60	Residential
4667	Allesandro Street	\$239.40	\$233.54	\$232.89	705.83	Residential
9910	Amherst Avenue	\$317.54	\$242.13		559.67	Residential
10360	Amherst Avenue	\$531.07	\$589.23	\$651.36	1,771.66	Multifamily
10421	Amherst Avenue	\$370.71	\$409.48	\$450.91	1,231.10	Multifamily
10431	Amherst Avenue	\$370.71	\$409.48	\$450.91	1,231.10	Multifamily
11142	Amherst Avenue	\$233.46	\$255.39		488.85	Residential
11151	Amherst Avenue	\$210.36	\$229.75		440.11	Residential
4224	Appaloosa Way	\$210.36	\$307.23		517.59	Residential
4337	Appaloosa Way	\$210.36	\$229.75	\$250.46	690.57	Residential
5577	Armsley Street	\$302.76	\$240.52	\$233.66	776.94	Residential
5103	Aspen Drive	\$210.36	\$230.35	\$232.55	673.26	Residential
9250	Bel Air Avenue	\$223.57	\$173.51		397.08	Residential
9680	Bel Air Avenue	\$197.11	\$237.29		434.40	Residential
9982	Bel Air Avenue	\$239.40	\$233.54	\$232.89	705.83	Residential
10145	Bel Air Avenue	\$210.36	\$229.75	\$250.46	690.57	Residential
10186	Bel Air Avenue	\$210.36	\$229.75	\$250.46	690.57	Residential
5225	Belvedere Way	\$218.76	\$260.82		479.58	Residential
4400	Benito Street	\$305.11			305.11	Residential
4460	Benito Street	\$233.54	\$232.89		466.43	Residential
4712	Benito Street	\$239.50	\$233.55	\$232.90	705.95	Residential
5273	Benito Street	\$286.09	\$238.68		524.77	Residential
5389	Benito Street	\$171.44			171.44	Senior
5429	Benito Street	\$154.41			154.41	Residential
9590	Benson Avenue	\$210.36	\$230.35		440.71	Residential
9656	Benson Avenue	\$239.40	\$233.54	\$232.89	705.83	Residential
10032	Benson Avenue	\$252.77	\$235.02	\$233.06	720.85	Residential
10208	Benson Avenue	\$210.36	\$229.75	\$250.46	690.57	Residential
4310	Berkeley Street	\$249.34			249.34	Residential
5382	Berkeley Street	\$212.71			212.71	Residential
5212	Berkshire Way	\$297.98			297.98	Residential
9597	Bolton Avenue	\$154.63			154.63	Residential
9598	Bolton Avenue	\$237.06	\$249.01		486.07	Residential
4522	Bonnie Brae Street	\$245.68	\$239.49	\$238.80	723.97	Residential
4531	Bonnie Brae Street	\$305.11	\$240.77		545.88	Residential
5544	Bonnie Brae Street	\$163.88			163.88	Residential
11339	Brunswick Lane	\$155.48			155.48	Residential
11452	Brunswick Lane	\$204.11			204.11	Residential
10964	Buckingham Way	\$302.85			302.85	Residential
10468	Calico Court	\$210.36	\$229.75	\$250.46	690.57	Residential

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
9763	Camarena Avenue	\$203.69	\$229.62	\$232.46	\$ 665.77	Residential
9851	Camarena Avenue	\$286.99	\$238.78	\$233.48	759.25	Residential
10407	Camarena Avenue	\$210.36			210.36	Residential
4853	Cambridge Street	\$239.41	\$233.54	\$232.89	705.84	Residential
5438	Cambridge Street	\$208.92	\$230.19		439.11	Residential
5448	Cambridge Street	\$239.48	\$233.55	\$232.90	705.93	Residential
5471	Cambridge Street	\$234.14	\$155.48		389.62	Residential
5490	Cambridge Street	\$233.39	\$232.88	\$232.83	699.10	Residential
5606	Cambridge Street	\$306.46			306.46	Residential
9112	Camulos Avenue	\$261.86	\$236.02	\$233.17	731.05	Residential
9151	Camulos Avenue	\$245.15	\$234.18	\$232.97	712.30	Residential
9163	Camulos Avenue	\$302.76	\$283.83		586.59	Residential
9243	Camulos Avenue	\$239.40	\$233.54	\$232.89	705.83	Residential
9511	Camulos Avenue	\$223.28	\$232.89		456.17	Residential
9539	Camulos Avenue	\$324.97			324.97	Residential
9547	Camulos Avenue	\$234.17	\$205.07	\$263.53	702.77	Residential
9606	Camulos Avenue	\$302.76	\$240.52		543.28	Residential
9737	Camulos Avenue	\$239.37	\$233.54	\$232.89	705.80	Residential
9757	Camulos Avenue	\$239.40	\$233.54	\$232.89	705.83	Residential
9859	Camulos Avenue	\$230.42	\$232.55	\$232.79	695.76	Residential
9877	Camulos Avenue	\$266.78	\$259.66	\$258.88	785.32	Residential
10133	Camulos Avenue	\$212.71			212.71	Residential
10234	Camulos Avenue	\$154.41	\$175.65		330.06	Residential
10252	Camulos Avenue	\$210.36	\$229.75	\$250.46	690.57	Residential
10259	Camulos Avenue	\$210.36	\$183.08	\$290.67	684.11	Residential
10171	Canary Court	\$210.36	\$229.75	\$250.46	690.57	Residential
4612	Canoga Street	\$391.42	\$735.96	\$534.97	1,662.35	Multifamily
4912	Canoga Street	\$210.36	\$204.41	\$271.49	686.26	Residential
4924	Canoga Street	\$210.36	\$229.75	\$250.46	690.57	Residential
4949	Canoga Street	\$177.48			177.48	Residential
5015	Canoga Street	\$229.75			229.75	Residential
4912	Carlton Street	\$154.41	\$165.90	\$178.75	499.06	Residential
11158	Carriage Avenue	\$210.36	\$229.75	\$250.46	690.57	Residential
9601	Carrillo Avenue	\$239.40	\$204.96	\$264.33	708.69	Residential
9566	Central Avenue	\$239.45	\$233.55	\$232.90	705.90	Residential
9855	Central Avenue	\$242.06	\$233.84	\$232.93	708.83	Residential
9986	Central Avenue	\$266.70	\$259.65	\$258.88	785.23	Residential
11363	Chandler Lane	\$199.04			199.04	Residential
4303	Clydesdale Way	\$218.64	\$230.65		449.29	Residential
4315	Clydesdale Way	\$210.36	\$229.75		440.11	Residential
4329	Clydesdale Way	\$340.76	\$156.29	\$203.28	700.33	Residential
9795	Coalinga Avenue	\$239.40	\$233.54	\$232.89	705.83	Residential
9863	Coalinga Avenue	\$266.97			266.97	Residential
10231	Coalinga Avenue	\$210.36	\$229.75	\$250.46	690.57	Residential
9995	Columbine Avenue	\$239.15			239.15	Residential
10201	Columbine Avenue	\$210.36	\$229.75	\$250.46	690.57	Residential
10213	Columbine Avenue	\$306.46			306.46	Residential

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
11352	Cumberland Lane	\$155.48			\$ 155.48	Residential
11469	Cumberland Lane	\$155.48			155.48	Residential
11322	Dartmouth Lane	\$155.48			155.48	Residential
11373	Dartmouth Lane	\$155.48			155.48	Residential
9497	Del Mar Avenue	\$239.40	\$233.54		472.94	Residential
10212	Del Mar Avenue	\$210.36			210.36	Residential
10236	Del Mar Avenue	\$210.36	\$250.46		460.82	Residential
4304	Denver Street	\$266.65	\$259.65	\$258.88	785.18	Residential
4324	Denver Street	\$252.79			252.79	Residential
4955	Denver Street	\$302.76	\$330.20		632.96	Residential
5579	Denver Street	\$215.18			215.18	Residential
5616	Denver Street	\$211.82	\$230.51	\$232.56	674.89	Residential
5602	Deodar Street	\$294.07	\$285.76	\$284.85	864.68	Residential
4501	Donner Court	\$210.36	\$229.75	\$250.46	690.57	Residential
4502	Donner Court	\$210.36	\$229.75	\$250.46	690.57	Residential
4505	Donner Court	\$210.36	\$229.75		440.11	Residential
4522	Donner Court	\$212.71			212.71	Residential
4461	El Morado Street	\$333.50			333.50	Residential
5168	El Morado Street	\$233.55			233.55	Residential
5429	El Morado Street	\$193.81			193.81	Senior
5450	El Morado Street	\$311.32	\$241.45		552.77	Residential
11159	Essex Avenue	\$210.36	\$229.75	\$250.46	690.57	Residential
4705	Evert Street	\$210.36	\$229.75	\$250.46	690.57	Residential
9463	Exeter Avenue	\$314.02			314.02	Residential
11334	Fairfax Lane	\$155.48			155.48	Residential
11356	Fairfax Lane	\$155.48			155.48	Residential
11365	Fairfax Lane	\$191.02			191.02	Residential
4219	Fauna Street	\$210.36	\$229.75	\$250.46	690.57	Residential
4234	Fauna Street	\$210.36	\$229.75	\$250.46	690.57	Residential
4703	Fauna Street	\$229.75	\$250.46		480.21	Residential
4748	Fauna Street	\$210.36			210.36	Residential
4852	Fauna Street	\$229.75	\$250.46		480.21	Residential
8912	Felipe Avenue	\$210.36	\$229.75	\$250.46	690.57	Residential
9387	Felipe Avenue	\$215.32			215.32	Residential
8919-21	Felipe Avenue	\$370.71	\$409.48	\$450.91	1,231.10	Multifamily
5051	Flora Street	\$218.76	\$239.07	\$260.82	718.65	Residential
5185	Flora Street	\$304.50	\$266.15		570.65	Residential
9567	Fremont Avenue	\$266.70	\$259.65	\$258.88	785.23	Residential
9823	Fremont Avenue	\$239.40	\$233.54	\$232.89	705.83	Residential
10136	Fremont Avenue	\$218.48			218.48	Residential
10780	Fremont Avenue	\$226.53	\$163.96		390.49	Residential
9878	Galena Avenue	\$249.34	\$234.63	\$233.01	716.98	Residential
10129	Galena Avenue	\$210.36	\$229.75	\$250.46	690.57	Residential
9043	Geneva Avenue	\$232.67			232.67	Residential
9985	Geneva Avenue	\$239.40	\$233.54	\$232.89	705.83	Residential
10037	Geneva Avenue	\$302.76			302.76	Residential
10140	Geneva Avenue	\$304.50	\$266.15		570.65	Residential

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
4277	Granada Street	\$233.54	\$232.89		\$ 466.43	Residential
4328	Granada Street	\$239.40	\$233.54	\$232.89	705.83	Residential
4436	Granada Street	\$186.47	\$246.75		433.22	Residential
5470	Granada Street	\$239.41	\$233.54	\$232.89	705.84	Residential
5606	Granada Street	\$355.02			355.02	Residential
5628	Granada Street	\$239.40	\$233.54	\$232.89	705.83	Residential
10282	Greenwood Avenue	\$210.36	\$229.75	\$250.46	690.57	Residential
5232	Hanover Way	\$635.83	\$335.73		971.56	Residential
11343	Hartford Lane	\$155.48			155.48	Residential
11418	Hartford Lane	\$155.48			155.48	Residential
4418	Harvard Street	\$239.43	\$204.96	\$264.33	708.72	Residential
4430	Harvard Street	\$239.61	\$233.56	\$232.90	706.07	Residential
4447	Harvard Street	\$532.26			532.26	Residential
4785	Harvard Street	\$259.38	\$258.84	\$258.78	777.00	Residential
5141-43	Harvard Street	\$428.79	\$417.08	\$215.80	1,061.67	Multifamily
5544	Hawthorne Street	\$238.16	\$233.41	\$232.88	704.45	Residential
5596	Hawthorne Street	\$239.40	\$233.54	\$232.89	705.83	Residential
9025	Helena Avenue	\$239.40	\$233.54	\$232.89	705.83	Residential
9616	Helena Avenue	\$161.80			161.80	Residential
9641	Helena Avenue	\$239.40	\$233.54	\$232.89	705.83	Residential
9866	Helena Avenue	\$266.51			266.51	Residential
10150	Helena Avenue	\$202.47	\$244.73		447.20	Residential
10436	Helena Avenue	\$154.02			154.02	Residential
11339	Hickory Lane	\$155.48			155.48	Residential
4854	Highland Street	\$225.98			225.98	Residential
4864	Highland Street	\$266.69	\$259.65	\$258.88	785.22	Residential
4667	Holt Boulevard	\$157.45			157.45	Commercial
5132	Holt Boulevard	\$195.44			195.44	Commercial
4103	Howard Street	\$210.36	\$229.75	\$250.46	690.57	Residential
4381	Howard Street	\$304.50	\$212.71		517.21	Residential
4780	Howard Street	\$210.36	\$229.75	\$250.46	690.57	Residential
4827	Howard Street	\$192.20	\$219.58		411.78	Residential
5100	Howard Street	\$268.22			268.22	Commercial
5223	Howard Street	\$210.36	\$229.75		440.11	Residential
5190	Howard Street A & B	\$338.05	\$458.56		796.61	Residential
4552	Humboldt Court	\$212.10	\$246.75		458.85	Residential
4585	James Street	\$239.40	\$233.54	\$232.89	705.83	Residential
9705	Kimberly Avenue	\$306.46			306.46	Residential
10236	Kimberly Avenue	\$210.36	\$229.75	\$250.46	690.57	Residential
10311	Kimberly Avenue	\$210.36	\$229.75		440.11	Residential
10386	Kimberly Avenue	\$804.14			804.14	Residential
11075	Kimberly Avenue	\$210.36	\$229.75		440.11	Residential
11076	Kimberly Avenue	\$210.36	\$229.75	\$222.97	663.08	Residential
4551	Kingsley Street	\$374.21			374.21	Multifamily
5019	Kingsley Street	\$210.36	\$229.75	\$250.46	690.57	Residential
5198	Kingsley Street	\$375.42			375.42	Residential
5242	Kingsley Street	\$210.36	\$229.75	\$250.46	690.57	Residential

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
5476	Kingsley Street	\$210.36	\$229.75		\$ 440.11	Residential
11325	Kingston Lane	\$192.56			192.56	Residential
11367	Kingston Lane	\$155.48			155.48	Residential
5515	La Denev Street	\$238.16	\$233.41	\$232.88	704.45	Residential
10310-12	Lehigh Avenue	\$370.71	\$409.48	\$450.91	1,231.10	Multifamily
9803	Lindero Avenue	\$239.40	\$233.54	\$232.89	705.83	Residential
9957	Lindero Avenue	\$274.20	\$237.37		511.57	Residential
10042	Lindero Avenue	\$324.51			324.51	Residential
4535	Mane Street	\$253.90	\$255.53		509.43	Residential
4555	Mane Street	\$210.36	\$229.75	\$250.46	690.57	Residential
4596	Mane Street	\$210.36	\$415.75		626.11	Residential
4846	Mane Street	\$212.71			212.71	Residential
4855	Mane Street	\$210.36	\$250.21		460.57	Residential
4908	Manzanita Street	\$212.71			212.71	Residential
9527	Marion Avenue	\$228.40	\$232.33		460.73	Residential
9537	Marion Avenue	\$239.43	\$233.54	\$232.89	705.86	Residential
11442	Marquette Lane	\$155.48			155.48	Residential
5121	Merle Street	\$428.54	\$417.05	\$415.80	1,261.39	Multifamily
5131	Merle Street	\$428.54			428.54	Multifamily
9345	Mills Avenue	\$359.92			359.92	Multifamily
9985	Mills Avenue	\$246.03	\$234.27		480.30	Residential
10231	Mills Avenue	\$208.28	\$229.52	\$250.41	688.21	Residential
11458	Millstone Lane	\$155.48			155.48	Residential
5239	Monte Verde Street	\$208.72	\$229.56	\$250.42	688.70	Residential
8970	Monte Vista Avenue	\$158.43			158.43	Commercial
9762	Monte Vista Avenue	\$251.80	\$234.91	\$233.05	719.76	Residential
9795	Monte Vista Avenue	\$232.89			232.89	Residential
10205	Monte Vista Avenue	\$212.10			212.10	Residential
10208	Monte Vista Avenue	\$210.36	\$229.75		440.11	Residential
10235	Monte Vista Avenue	\$266.15			266.15	Residential
10238	Monte Vista Avenue	\$210.36	\$229.75	\$250.46	690.57	Residential
10290	Monte Vista Avenue	\$222.96	\$243.73	\$265.99	732.68	Senior
11073	Monte Vista Avenue	\$154.41	\$165.90		320.31	Residential
10557	Morgan Circle	\$210.36	\$229.75	\$250.46	690.57	Residential
10217	Oak Glen Avenue	\$255.39	\$198.94		454.33	Residential
10594	Oak Glen Avenue	\$154.41	\$165.90	\$178.75	499.06	Residential
10642	Oak Glen Avenue	\$210.36	\$229.75		440.11	Residential
4595	Oakdale Street	\$212.10	\$246.75		458.85	Residential
4267	Orchard Street	\$266.69	\$259.65	\$258.88	785.22	Residential
4322	Orchard Street	\$150.05			150.05	Residential
4327	Orchard Street	\$220.49			220.49	Residential
5032	Orchard Street	\$249.34	\$234.63	\$233.01	716.98	Residential
5035	Orchard Street	\$177.48			177.48	Residential
5358	Orchard Street	\$200.39	\$239.65		440.04	Residential
5392	Orchard Street	\$251.09			251.09	Residential
5422	Orchard Street	\$210.36	\$229.75	\$250.46	690.57	Residential
5690	Orchard Street	\$239.40	\$302.79		542.19	Residential

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
5257	Palo Verde Street	\$228.01	\$213.39	\$186.96	\$ 628.36	Senior
5414	Palo Verde Street	\$229.70			229.70	Senior
5481	Palo Verde Street	\$238.16	\$233.41	\$232.88	704.45	Residential
5588	Palo Verde Street	\$317.46	\$242.13		559.59	Residential
5607	Palo Verde Street	\$212.71			212.71	Residential
10805	Pipeline Avenue	\$176.96			176.96	Residential
10845	Pipeline Avenue	\$258.93	\$188.41		447.34	Residential
10855	Pipeline Avenue	\$199.01			199.01	Residential
10875	Pipeline Avenue	\$173.58	\$151.60		325.18	Senior
10885	Pipeline Avenue	\$258.93	\$188.41		447.34	Residential
10865	Pipeline Avenue #A	\$330.18	\$199.01	\$175.83	705.02	Residential
10865	Pipeline Avenue #B	\$258.93	\$188.41		447.34	Residential
9585	Poulsen Avenue	\$239.37	\$233.54	\$232.89	705.80	Residential
9610	Poulsen Avenue	\$258.94	\$258.79	\$258.78	776.51	Residential
9935	Poulsen Avenue	\$305.52			305.52	Residential
10043	Poulsen Avenue	\$237.86	\$233.38	\$232.88	704.12	Residential
10124	Poulsen Avenue	\$210.36	\$229.75	\$250.46	690.57	Residential
10154	Poulsen Avenue	\$210.36	\$418.81		629.17	Residential
11206	Poulsen Avenue	\$256.56	\$281.03	\$307.42	845.01	Residential
11238	Poulsen Avenue	\$210.36	\$229.75	\$250.46	690.57	Residential
9660	Pradera Avenue	\$234.16	\$222.58		456.74	Residential
10206	Pradera Avenue	\$212.71			212.71	Residential
9425	Pradera Avenue #2	\$199.35	\$232.41		431.76	Residential
4426	Princeton Street	\$239.40	\$233.54	\$232.89	705.83	Residential
5456	Princeton Street	\$328.49			328.49	Residential
5572	Princeton Street	\$239.40	\$233.54	\$232.89	705.83	Residential
9081	Ramona Avenue	\$231.18			231.18	Residential
9136	Ramona Avenue	\$239.40	\$233.54	\$232.89	705.83	Residential
9151	Ramona Avenue	\$233.41			233.41	Residential
9254	Ramona Avenue	\$239.40	\$233.54	\$232.89	705.83	Residential
9587	Ramona Avenue	\$221.88			221.88	Residential
11441	Rockford Lane	\$155.48			155.48	Residential
11442	Rockford Lane	\$155.48			155.48	Residential
9352	Rose Avenue	\$239.62	\$233.56	\$232.90	706.08	Residential
9413	Rose Avenue	\$239.40	\$233.54	\$232.89	705.83	Residential
9414	Rose Avenue	\$239.40	\$233.54	\$232.89	705.83	Residential
9434	Rose Avenue	\$239.40	\$233.54	\$232.89	705.83	Residential
9472	Rose Avenue	\$239.40	\$233.54	\$232.89	705.83	Residential
9720	Rose Avenue	\$265.39			265.39	Residential
9866	Rose Avenue	\$228.01	\$213.39	\$211.78	653.18	Senior
10068	Rose Avenue	\$231.88	\$232.72		464.60	Residential
4560	Rosewood Street	\$305.11	\$240.77		545.88	Residential
4613	Rosewood Street	\$192.76	\$232.33		425.09	Residential
5353	Rosewood Street	\$187.03			187.03	Residential
4164	Rudisill Street	\$240.77			240.77	Residential
5360	Rudisill Street	\$266.69	\$259.65	\$258.88	785.22	Residential
5421	Rudisill Street	\$266.69	\$259.65	\$258.88	785.22	Residential

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
5272	Saddleback Street	\$326.28	\$270.73		\$ 597.01	Residential
5177	San Antonio Way	\$210.36	\$229.75	\$250.46	690.57	Residential
4372	San Bernardino Court	\$233.54	\$232.89	\$239.40	705.83	Residential
4274	San Bernardino Street	\$249.30	\$243.03	\$242.34	734.67	Residential
4711	San Bernardino Street	\$239.40	\$233.54	\$232.89	705.83	Residential
4833	San Bernardino Street	\$226.00			226.00	Residential
5133	San Bernardino Street	\$251.13	\$234.83	\$233.04	719.00	Residential
5489	San Bernardino Street	\$262.08			262.08	Residential
5562	San Bernardino Street	\$166.27	\$225.50		391.77	Residential
4485	San Jose Street	\$237.95	\$256.49		494.44	Residential
5540	San Jose Street	\$200.01	\$170.91		370.92	Residential
4424	San Jose Street #12	\$252.48			252.48	Residential
4424	San Jose Street #18	\$233.55			233.55	Residential
4424	San Jose Street #27	\$239.39	\$233.54	\$232.89	705.82	Residential
4630	San Jose Street P	\$200.66			200.66	Residential
11022	San Juan Way	\$210.36	\$229.75	\$250.46	690.57	Residential
11032	San Juan Way	\$218.76	\$239.07	\$260.82	718.65	Residential
11052	San Juan Way	\$202.76	\$228.91	\$250.28	681.95	Residential
11014	San Miguel Way	\$210.36	\$229.75	\$250.46	690.57	Residential
11020	San Pasqual Avenue	\$210.36	\$229.75	\$250.46	690.57	Residential
9932	Santa Anita Avenue	\$240.23	\$233.63	\$232.90	706.76	Residential
10166	Santa Anita Avenue	\$220.50	\$256.91		477.41	Residential
10221	Santa Anita Avenue	\$210.36	\$229.75	\$250.46	690.57	Residential
10191	Saratoga Avenue	\$280.70			280.70	Residential
9514	Surrey Avenue	\$265.27			265.27	Residential
9617	Surrey Avenue	\$239.40	\$233.54	\$232.89	705.83	Residential
9641	Surrey Avenue	\$239.41	\$233.54	\$232.89	705.84	Residential
9824	Tudor Avenue	\$302.76	\$240.52	\$233.66	776.94	Residential
10289	Tudor Avenue	\$210.36	\$229.75	\$250.46	690.57	Residential
10445	Tudor Avenue	\$239.91			239.91	Residential
9222	Vernon Avenue	\$266.55	\$236.53		503.08	Residential
9803	Vernon Avenue	\$152.09	\$223.94		376.03	Residential
9864	Vernon Avenue	\$302.76	\$240.52	\$233.66	776.94	Residential
10015	Vernon Avenue	\$192.87			192.87	Residential
10075	Vernon Avenue	\$175.94			175.94	Residential
10115	Vernon Avenue	\$161.10	\$236.04		397.14	Residential
5554	Vernon Court	\$210.36	\$229.75	\$250.46	690.57	Residential
11178	Whitewater Avenue	\$307.22			307.22	Residential
4515	Yosemite Drive	\$210.36	\$229.75	\$250.46	690.57	Residential
4538	Yosemite Drive	\$365.00	\$194.55		559.55	Residential
4542	Yosemite Drive	\$199.72	\$244.15		443.87	Residential
10462	Yosemite Drive	\$210.36	\$229.75	\$250.46	690.57	Residential
10463	Yosemite Drive	\$170.36	\$225.35	\$249.54	645.25	Residential
10472	Yosemite Drive	\$210.36	\$229.75	\$250.46	690.57	Residential
<b>TOTAL</b>					<b>\$168,624.36</b>	

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER ADOPTION OF RESOLUTION NO. 11-2920 AUTHORIZING STAFF TO SUBMIT AN APPLICATION TO THE STATE FOR FUNDING UNDER THE STATE'S PROPOSITION 1B STATE-LOCAL PARTNERSHIP PROGRAM	<b>DATE:</b> August 1, 2011 <b>SECTION:</b> RESOLUTIONS <b>ITEM NO.:</b> <b>FILE I.D.:</b> TRN225 <b>DEPT.:</b> PUBLIC WORKS
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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Resolution No. 11-2920 authorizing staff to submit an application to the state for funding under the state's Proposition 1B State-Local Partnership Program. A copy of proposed Resolution No. 11-2920 is attached for the City Council's review and consideration.

**BACKGROUND:** In 2006, voters approved Proposition 1B, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006. Funds are made available to cities throughout the state on a competitive basis. Application guidelines advise keeping the grant request less than \$1 million. Applications would require a dollar-for-dollar match of local funds.

Staff proposes submitting a few applications not exceeding \$1 million combined. This application would include curb, gutter, and sidewalks in residential areas along Monte Vista Avenue between Mission and Phillips Boulevards for pedestrian safety. Another project would be the new loop road connecting Monte Vista Avenue with State Street for the Monte Vista Avenue/Union Pacific Grade Separation Project. Applications for program funds are due to the state by August 15, 2011.

**FISCAL IMPACT:** If successful, the City could receive as much as \$1 million in funds for these projects. There is also a dollar-for-dollar match of local funds. Should the City be successful with its grant applications, staff would recommend amending the Measure 1 expenditure program to provide the matching funds.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 11-2920 authorizing staff to submit an application to the state for funding under the state's Proposition 1B State-Local Partnership Program for Fiscal Year 2011-12.

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Prepared by: <u><i>M. S. Castle</i></u>	Reviewed and Approved by: <u><i>M. S. Castle</i></u>
Proofed by: <u><i>Alle M</i></u>	Presented by: <u><i>James O. Turner</i></u>

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**RESOLUTION NO. 11-2920**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR IDENTIFYING AREAS FOR PARTICIPATION IN THE STATE'S PROPOSITION 1B STATE-LOCAL PARTNERSHIP PROGRAM FOR FISCAL YEAR 2011-12**

**WHEREAS**, on November 7, 2006, voters approved Proposition 1B, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006; and

**WHEREAS**, the intent of the Proposition 1B State-Local Partnership Program is to improve transportation needs and mobility; and

**WHEREAS**, the City of Montclair is firmly committed to provide for the safety of its residents; and

**WHEREAS**, there is lack of sidewalks in areas recently annexed by the City, and the addition of sidewalks would improve pedestrian safety; and

**WHEREAS**, the opportunity exists to use Proposition 1B funds to further the City's goal of constructing a grade separation between the Union Pacific Railroad tracks and Monte Vista Avenue.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair does hereby authorize the City Engineer to submit the City's application for Proposition 1B State-Local Partnership Program funds.

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

\_\_\_\_\_  
Mayor

**ATTEST:**

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

I, Yvonne Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 11-2920 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2011, and that it was adopted by the following vote, to-wit:

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

\_\_\_\_\_  
Yvonne Smith  
Deputy City Clerk

**MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON MONDAY,  
JULY 18, 2011, AT 7:55 P.M. IN THE CITY  
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA**

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**I. CALL TO ORDER**

Mayor Pro Tem Raft called the meeting to order at 7:55 p.m.

**II. ROLL CALL**

Present: Mayor Pro Tem Raft; Council Member Ruh; and City Manager Starr

**III. APPROVAL OF MINUTES**

**A. Minutes of the Regular Personnel Committee Meeting of July 5, 2011.**

Moved by City Manager Starr, seconded by Council Member Ruh, and carried unanimously to approve the minutes of the Personnel Committee meeting of July 5, 2011.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**

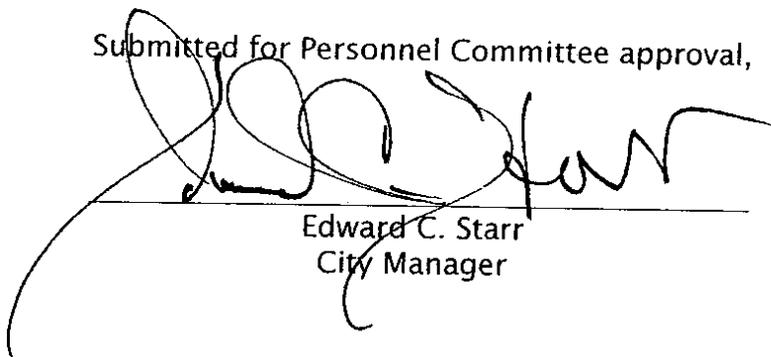
At 7:56 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 8:08 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Raft stated that no announcements would be made at this time.

**VI. ADJOURNMENT**

At 8:08 p.m., Mayor Pro Tem Raft adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr  
City Manager