

CITY OF MONTCLAIR

**AGENDA FOR CITY COUNCIL, SUCCESSOR AGENCY,
MONTCLAIR HOUSING CORPORATION AND MONTCLAIR
HOUSING AUTHORITY MEETINGS**

To be held in the Council Chambers
5111 Benito Street, Montclair, California

December 3, 2012

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

Page No.

- I. CALL TO ORDER** – City Council, Successor Agency and Montclair Housing Corporation Boards of Directors, and the Montclair Housing Authority Commissioners

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, Successor Agency Board of Directors, and Montclair Housing Corporation Board of Directors. (Government Code Section 54954.3)

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

VII. PUBLIC HEARINGS

- A. Consider Adoption of a Finding of Categorical Exemption and a DeMinimis Finding of No Effect on Fish and Wildlife Associated With the Monte Vista Avenue Improvement Project [CC]

Consider Directing Staff to File a Notice of Exemption With the Appropriate Fees Within Five Days of This Action [CC]

VIII. CONSENT CALENDAR

A. Approval of Minutes

1. Minutes of the Special Meeting of the Montclair City Council held on Tuesday, November 6, 2012 [CC]
2. Minutes of the Regular Joint Council/Successor Agency Board/MHC Board Meeting of November 19, 2012 [CC/SA/MHC]

B. Administrative Reports

1. Consider Acceptance of Grant Deed No. 1669 for Sunset Park [CC]

Consider Authorizing the Grant Deed to Be Recorded With the San Bernardino County Recorder [CC] 6
2. Consider Montclair Housing Authority Commissioners' Review and Acceptance of the Annual Report for Fiscal Year 2011-12 [MHA] 11
3. Consider Approval of Warrant Register and Payroll Documentation [CC] 16

C. Agreements

1. Consider Approval of Agreement No. 12-101, a Revocable Easement Agreement With Monte Vista Water District for Moreno Vista Park [CC]

Consider Authorizing Mayor and Deputy City Clerk to Sign the Revocable Easement Agreement [CC]

Consider Acceptance of Grant Deed No. 1670 for Moreno Vista Park [CC] 17
2. Consider Approval of Agreement No. 12-102 With Ontario-Montclair School District to Support Operation Costs at the Family Resource Center [CC] 28
3. Consider Approval of Agreement No. 12-103, Amendment No. 1 to Agreement No. 12-98 With the City of Ontario Police Department for Participation in the "Avoid the 25" DUI Enforcement Program [CC] 34

D. Resolutions - None

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE - None

XI. COMMUNICATIONS

A. City Attorney

1. Closed Session Pursuant to Government Code Section 54956.9(a) Regarding Pending Litigation

City of Montclair v. Richard Beltran

B.	City Manager/Executive Director	
C.	Mayor/Chairman	
D.	Council/MHC Board/MHA Commission	
E.	Committee Meeting Minutes <i>(for informational purposes only)</i>	
1.	Minutes of the Public Works Committee Meeting of October 18, 2012	37
2.	Minutes of the Safety Committee Meeting of November 15, 2012	44
3.	Minutes of the Personnel Committee Meeting of November 19, 2012	47
XII.	ADJOURNMENT OF SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS AND MONTCLAIR HOUSING AUTHORITY COMMISSIONERS	
	<i>(At this time, the City Council will meet in Closed Session regarding pending litigation.)</i>	
XIII.	CLOSED SESSION ANNOUNCEMENTS	
XIV.	ADJOURNMENT OF CITY COUNCIL	

The next regularly scheduled City Council, Successor Agency and Montclair Housing Corporation Boards, and Montclair Housing Authority Commission meetings will be held on Monday, December 17, 2012, 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, Successor Agency Board, Montclair Housing Corporation Board, or Montclair Housing Authority Commission 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 Deputy City Clerk at (909) 625-9416. 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 north door of Montclair City Hall on November 29, 2012.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF A FINDING OF CATEGORICAL EXEMPTION AND A DeMINIMIS FINDING OF NO EFFECT ON FISH AND WILDLIFE ASSOCIATED WITH THE MONTE VISTA AVENUE IMPROVEMENT PROJECT

CONSIDER DIRECTING STAFF TO FILE A NOTICE OF EXEMPTION WITH THE APPROPRIATE FEES WITHIN FIVE DAYS OF THIS ACTION

DATE: December 3, 2012

SECTION: PUBLIC HEARINGS

ITEM NO.: A

FILE I.D.: STA650

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: The City proposes construction of minor street improvements, adding an additional northbound lane to Monte Vista Avenue between Mission Boulevard and Howard Street including the installation of curbs, gutters, and sidewalks. The project requires environmental clearance under the California Environmental Quality Act. Environmental reviews require public hearing review and approval by the City Council.

BACKGROUND: Last August, staff made an application to the California Transportation Commission (CTC) for funds to construct street improvements along the east side of Monte Vista Avenue from Mission Boulevard south to Howard Street. The CTC met in October and approved the City's application. The proposed improvements include the construction of curb, gutter, sidewalk, pavement, streetlights, and sewer laterals.

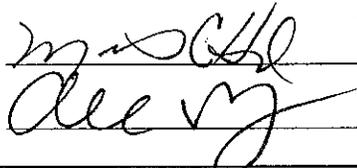
One of the requirements for this CTC application is that the applicant must be able to certify that environmental clearance has been obtained and all right-of-way necessary for the project has been secured prior to the end of the current fiscal year. The right-of-way acquisition process cannot start until the environmental clearance process has been completed.

Environmental Assessment

The project qualifies as a Class 1 exemption under Section 15301 of the California Environmental Quality Act (CEQA) Guidelines; specifically, Section 15301(c) exempts "minor alteration(s) of existing public or private structures... involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination." Further, Section 15301(f) exempts projects that include the "(a)ddition of safety or health protection devices for use...in conjunction with existing structures...."

The project involves a negligible expansion of an existing roadway and would include the addition of curb, gutter, sidewalks, and streetlights along the east side of Monte Vista Avenue where no such improvements currently exist, resulting in an enhancement of

Prepared by:

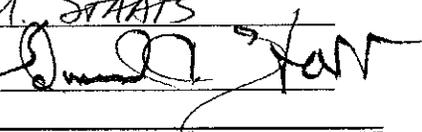


Reviewed and Approved by:



Proofed by:

Presented by:



pedestrian and resident safety and providing a channelized flow for storm and nuisance water flows. As such, a DeMinimis finding of no impact on fish and wildlife will be prepared.

FISCAL IMPACT: As further background information, the total project cost is estimated to be approximately \$500,000, of which the construction cost is estimated to be \$360,000. The CTC grant is for 50 percent of the estimated construction cost, or \$180,000. Environmental clearance, design, and right-of-way acquisition costs are not covered in the grant. Staff proposes using Local Transportation Development Impact fees that have been collected since 2006 for both the matching funds for construction and costs not covered by the grant.

The only fiscal impact associated with the finding of categorical exemption and a DeMinimis finding of no effect on fish and wildlife is the required \$50 County administrative fee for filing a Notice of Exemption as required by CEQA.

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

1. Find the project to be categorically exempt from the provisions of the California Environmental Quality Act under Section 15301(c), Class 1, and Section 15301(f), Class 1. Accordingly, a DeMinimis impact on fish and wildlife will be prepared.
2. Direct staff to file a Notice of Exemption with the appropriate fees within five days of this action.

AGENDA REPORT

SUBJECT: CONSIDER ACCEPTANCE OF GRANT DEED NO. 1669 FOR SUNSET PARK
CONSIDER AUTHORIZING THE GRANT DEED TO BE RECORDED WITH THE SAN BERNARDINO COUNTY RECORDER

DATE: December 3, 2012
SECTION: ADMIN. REPORTS
ITEM NO.: 1
FILE I.D.: LDA210
DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: Acceptance of grant deeds requires City Council approval.

BACKGROUND: At its meeting on October 15, 2012, the City Council approved Agreement No. 12-96 with Monte Vista Water District (District). The District approved this Agreement on November 14, 2012. The Agreement addresses, among other things, property ownership issues at Sunset Park.

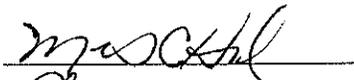
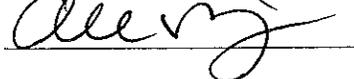
A significant portion of Sunset Park is owned by the District. Agreement No. 12-96 includes a provision for the District to grant title to this portion of Sunset Park to the City. On November 14, 2012, the District Board of Directors voted to grant title of the subject property to the City. The City Council is requested to consider accepting the grant deed so the grant deed may be recorded.

FISCAL IMPACT: Acceptance and recordation of the Grant Deed should have minimal fiscal impacts to the City. Recording costs are typically waived for government agencies. It is possible that a property transfer fee, however, will not be waived. That fee is \$20.

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

1. Accept Grant Deed No. 1669 for Sunset Park.
2. Authorize the grant deed to be recorded with the San Bernardino County Recorder.

Prepared by:

Reviewed and
Approved by:




Proofed by:

Presented by:

RECORDING REQUESTED BY

Monte Vista Water District

WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO

NAME City of Montclair
ADDRESS 5111 Benito Street
CITY Montclair, CA 91763
STATE & ZIP

GRANT DEED

EXEMPT FROM RECORDER'S FEE, GOV CODE §27383

TITLE ORDER NO. ESCROW NO. APN NO. 1009-391-29-0-000

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is \$ -0- Exempt CITY TAX \$ -0- Exempt
 computed on full value of property conveyed, or computed on full value less value of liens or encumbrances remaining at time of sale,
 Unincorporated area: [x] City of Montclair, County of San Bernardino, CA

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Monte Vista Water District (formerly Monte Vista County Water District) hereby GRANT(s) to City of Montclair, a Municipal Corporation, the following described real property in the County of San Bernardino, State of California:

See Exhibit "A" (legal description) which is attached hereto and made a part hereof by reference.

Dated: November 14, 2012

Sandra S. Rose
Sandra S. Rose, President, Board of Directors,
MONTE VISTA WATER DISTRICT

Dated: November 14, 2012

Mark N. Kinsey
Mark N. Kinsey, Secretary, Board of Directors,
MONTE VISTA WATER DISTRICT

State of California
County of San Bernardino

On November 14, 2012, before me, T. Tracy, Notary Public, personally appeared Sandra S. Rose and Mark N. Kinsey who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *T. Tracy* (Seal)

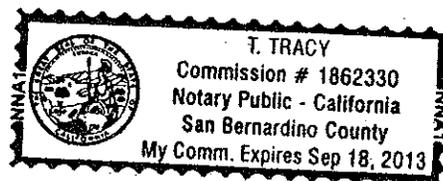


EXHIBIT "A"

Grant Deed, Sunset Park Property

Grantor: Monte Vista Water District

Grantee: City of Montclair

LEGAL DESCRIPTION

The west 6 acres of the northwest 1/4 of Lot 21, San Antonio Tract, in the City of Montclair, as recorded in Book 3 of Maps, Page 16, records of the County of San Bernardino.

EXCEPTING THEREFROM the westerly 260 feet thereof, measured at right angles from the westerly line of said Lot 21.

ALSO EXCEPTING THAT PORTION IN PUBLIC STREETS AND HIGHWAYS.

ALSO EXCEPTING THEREFROM that portion lying west of United States of America Flood Control Channel.

EXHIBIT "A"



PLACE INTERNAL REVENUE STAMPS IN THIS SPACE

Grant Deed

L.R.S. 2-75

(Individual)

142

JAMES L. GUNNERSON and ELVA R. GUNNERSON, husband and wife

(GRANTOR - GRANTORS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Do Hereby Grant To MONTE VISTA COUNTY WATER DISTRICT, INC., a State

Political Subdivision

the real property in the City of Montclair

County of San Bernardino, State of California, described as follows:

The West 6 acres of the Northwest 1/4 of Lot 21, San Antonio Tract, in the City of Montclair, as per plat recorded in Book 3 of Maps, page 16, records of said County.

EXCEPTING THEREFROM the Westerly 260 feet thereof, measured at right angles from the Westerly line of said Lot 21.

ALSO EXCEPTING that portion in public streets and highways.

ALSO EXCEPTING that portion lying West of United States of America Flood Control Channel.

SUBJECT TO THE FOLLOWING:

All Taxes for the fiscal year 1959 - 1960

Covenants, conditions, restrictions, reservations, rights, rights of way and easements now of record.

Dated May 28th 19 59

James L. Gunnerson
James L. Gunnerson

Elva R. Gunnerson
Elva R. Gunnerson

STATE OF CALIFORNIA }
COUNTY OF } SS.
San Bernardino

On May 28, 1959
before me, Dee Sutton
a Notary Public in and for said County and State, personally appeared
James L. Gunnerson and
Elva R. Gunnerson

known to me to be the person s whose name s are
subscribed to the within instrument and acknowledged that
they executed the same.

WITNESS my hand and official seal.

(Seal) *Dee Sutton*
Notary Public in and for said County and State.
SEAL My Commission Expires August 14, 1961
My Commission Expires

WHEN RECORDED, PLEASE MAIL THIS INSTRUMENT TO
Monte Vista County Water District, Inc.
10575 Central Avenue, Montclair, Calif.

ORDER No. 320938 ESCROW No. M-106

SPACE BELOW FOR RECORDER'S USE ONLY

142 INDEXED
PHOTOSTATED

RECORDED AT REQUEST OF
SECURITY TITLE INSURANCE CO.
JUN 22 1959 at 8 A.M.

BOOK 4853 PAGE 299
OFFICIAL RECORDS
San Bernardino County, Calif.
TED R. CARPENTER, Recorder

Raymond Martin, Dep.

note

Recording Requested By::
CITY OF MONTCLAIR
P.O. BOX 2308
5111 BENITO STREET
MONTCLAIR, CALIFORNIA 91763

When Recorded Mail to:
Same as above

SPACE ABOVE THIS LINE FOR RECORDERS USE

Township	Range	Section	A.P.N.
			1009-391-29-0000
			Document Transfer Tax \$0.00

CERTIFICATE OF ACCEPTANCE

This is to certify that, pursuant to Section 27281 of the Government Code, the interest in real property conveyed by grant deed dated November 14, 2012, from Monte Vista Water District to the City of Montclair, a political corporation, and as shown in Exhibit A to the attached grant deed, is hereby accepted by order of the City Council of the City of Montclair, State of California, and the grantee consents to the recordation of this grant deed on December 3, 2012, by its duly authorized office or agent.

CITY OF MONTCLAIR

By: _____
Mayor

Attest:

By: _____
Deputy City Clerk

Date: _____

(seal)

AGENDA REPORT

SUBJECT: CONSIDER MONTCLAIR HOUSING
AUTHORITY COMMISSIONERS' REVIEW
AND ACCEPTANCE OF THE ANNUAL
REPORT FOR FISCAL YEAR 2011-12

DATE: December 3, 2012

SECTION: ADMIN. REPORTS

ITEM NO.: 2

FILE I.D.: MHA030

DEPT.: MHA

REASON FOR CONSIDERATION: The Montclair Housing Authority (MHA) is required to conduct an annual meeting to report its activities for the preceding year. Resolution No. 11-2918 establishes that the MHA hold its annual meeting on the first Monday in December.

The MHA Annual Report for Fiscal Year 2011-12 is attached for the MHA Commissioners' review and consideration.

BACKGROUND: The MHA was created by the City Council on July 18, 2011, as a tool to safeguard the existing housing assets of the former Montclair Redevelopment Agency. Pursuant to the Governor and State Legislature's actions to eliminate redevelopment agencies, all housing assets (property and moneys) held by the former Montclair Redevelopment Agency would be automatically transferred to the San Bernardino County Housing Authority if the City did not have its own housing authority. The City Council designated itself Commissioners of the MHA and designated certain City officials to serve as officers of the MHA. The City Manager serves as the Executive Director of the MHA.

As indicated in the report, no actions were taken by the MHA Commissioners for Fiscal Year 2011-12. At this time, the MHA remains unfunded. However, the MHA is anticipating receiving residual receipts deposits for the current fiscal year. A residual receipt is the repayment of moneys the former Montclair Redevelopment Agency provided to carry out a variety of housing programs. The MHA expects to receive moneys from Neighborhood Partnership Housing Services, Augusta Communities, and National Community Renaissance (CORE) during this current fiscal year.

The report identifies the sole MHA real property asset to be the 4113 Kingsley Street site. It was assumed that this property would be transferred to MHA by statute of ABX1 26; however, the Department of Finance (DOF) is disputing the property's housing asset classification. DOF is categorizing the property as a nonhousing asset even though the property was purchased with Low- to Moderate-Income Housing Funds and despite the fact that a Special Needs Housing project is proposed for the site. By function of the law, this property was to have been automatically transferred to the MHA. Staff and Successor Agency Counsel are working toward resolving this matter as quickly as possible. Staff and Successor Agency

Prepared by: Christine P. Waldman Reviewed and Approved by: M. STRATS

Proofed by: Gronne L. Smith Presented by: Edward P. Smith

Counsel held a meet and confer session with DOF on November 21, 2012, to discuss this conflict. DOF's reluctance to categorize this property as a housing asset is delaying the sale of the property to National CORE for construction of the Special Housing Needs Project.

FISCAL IMPACT: None

RECOMMENDATION: Staff recommends the Montclair Housing Authority Commissioners review and accept the Montclair Housing Authority Annual Report for Fiscal Year 2011-12.

**Montclair Housing Authority
Annual Report
Fiscal Year 2011-12**

Montclair Housing Authority

Paul M. Eaton, Chairman
Carolyn Raft, Vice Chairperson
Leonard Paulitz, Commissioner
J. John Dutrey, Commissioner
Bill Ruh, Commissioner

Officers

Edward C. Starr, Executive Director
Marilyn J. Staats, Assistant Executive Director
Donald L. Parker, Finance Officer
Yvonne L. Smith, Housing Authority Secretary

Montclair Housing Authority
Reporting Period
Fiscal Year 2011-12

Pursuant to Health and Safety Code Sections 34310 through 34334, there was no reportable activity for or deposits made on behalf of the Montclair Housing Authority.

Fund Balance
June 30, 2012: \$0

Real Property Holdings: 4113 Kingsley Street, Montclair*
Vacant 0.47-acre site

**The Montclair Successor Agency/City of Montclair disputes the California Department of Finance's (DOF's) classification of the property as a nonhousing asset. Pursuant to ABX126, the property, a housing asset of the former Montclair Redevelopment Agency, was to have been transferred by function of the law to the Montclair Housing Authority. The property was purchased by the former Montclair Redevelopment Agency in March 2009 with Low- to Moderate-Income Housing Fund moneys. An Option Agreement between the former Montclair Redevelopment Agency and National Community Renaissance currently exists for development of a Special Needs Housing Project at the site. Despite these facts, DOF has not considered the property a housing asset. Staff and Successor Agency Counsel are working toward resolving this disputed classification as quickly as possible. A meet and confer session with staff and DOF was held on November 21, 2012. DOF is to render its determination on December 15, 2012.*

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	DATE: December 3, 2012
	SECTION: ADMIN. REPORTS
	ITEM NO.: 3
	FILE I.D.: FIN540
	DEPT.: ADMIN. SVCS.

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

BACKGROUND: Mayor Pro Tem Raft has examined the Warrant Register dated December 3, 2012, and Payroll Documentation dated November 4, 2012, finds them to be in order; and recommends their approval.

FISCAL IMPACT: The Warrant Register dated December 3, 2012, totals \$1,070,781.05 The Payroll Documentation November 4, 2012, totals \$577,749.51, with \$406,340.69 being the total cash disbursement.

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

Prepared by: <i>Joyne L Smith</i>	Reviewed and Approved by: <i>[Signature]</i>
Proofed by: <i>Andrea Phillips</i>	Presented by: <i>[Signature]</i>

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 12-101, A REVOCABLE EASEMENT AGREEMENT WITH MONTE VISTA WATER DISTRICT FOR MORENO VISTA PARK	DATE: December 3, 2012
CONSIDER AUTHORIZING MAYOR AND DEPUTY CITY CLERK TO SIGN THE REVOCABLE EASEMENT AGREEMENT	SECTION: AGREEMENTS
CONSIDER ACCEPTANCE OF GRANT DEED NO. 1670 FOR MORENO VISTA PARK	ITEM NO.: 1
	FILE I.D.: LDA210
	DEPT.: PUBLIC WORKS

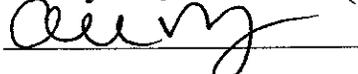
REASON FOR CONSIDERATION: Monte Vista Water District and the City have entered into Agreement No. 12-96 addressing transfers of various properties and granting of easements. One of the easement grants affects Moreno Vista Park and includes an Agreement requiring City Council approval.

A copy of proposed Agreement No. 12-101 is attached for the City Council's review and consideration.

BACKGROUND: At its meeting on October 15, 2012, the City Council approved Agreement No. 12-96 with Monte Vista Water District (District). The District approved this Agreement on November 14, 2012. The Agreement addresses, among other things, the granting of an easement to the City at Moreno Vista Park.

Moreno Vista Park is located on the south side of Moreno Avenue about midway between Monte Vista and Ramona Avenues. The park property is comprised of two parcels, one owned by the City, the other by the District. Some of the landscaped area at the park and most of the driveway and parking lot are located on the District's portion. Although the joint ownership and use of the park property has not been an issue with either party in the past, both the City and the District, under the terms of Agreement No. 12-96, desire to establish clear legal rights and responsibilities for ownership and maintenance.

On November 14, 2012, the District approved Agreement No. 12-101, a Revocable Easement Agreement. A key feature of the Agreement is that the District, at its sole discretion, has the ability to rescind the Agreement and grant of easement at a future date should the District have a need for some other use of the burdened property. Such a provision would be unacceptable to the City if the easement were being purchased at its fair market value; but since no money is changing hands and the Agreement also provides for the sharing of maintenance costs for the driveway and parking lot, staff recommends accepting the grant of easement under the terms specified in the Agreement.

Prepared by: 
Proofed by: 

Reviewed and Approved by: 
Presented by: 

FISCAL IMPACT: The City Council's approval of proposed Agreement No. 12-101 would create no direct fiscal impact to the City's General Fund.

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

1. Approve Agreement No. 12-101, a revocable easement agreement with Monte Vista Water District for Moreno Vista Park.
2. Authorize the Mayor and Deputy City Clerk to sign the Revocable Easement Agreement.
3. Accept Grant Deed No. 1670 for Moreno Vista Park.

RECORDING REQUESTED BY

Monte Vista Water District

WHEN RECORDED MAIL TO

NAME Monte Vista Water District

ADDRESS 10575 Central Avenue

CITY Montclair, CA 91763

STATE & ZIP

REVOCABLE EASEMENT AGREEMENT

APN NO. 1009-081-11-0000

EXEMPT FROM RECORDER'S FEE, GOV CODE §27383

THIS REVOCABLE EASEMENT AGREEMENT (Agreement) is entered into as of November 14, 2012, by and between MONTE VISTA WATER DISTRICT, a California county water district, (Grantor) and CITY OF MONTCLAIR, a California municipal corporation, (Grantee).

RECITALS

1. Grantor is the current owner of that certain property located in the City of Montclair, County of San Bernardino, California, as more particularly described in Exhibit "B" attached hereto and incorporated herein by reference (the "Burdened Property").
2. Grantee is the owner of adjacent real property which it uses for park and recreation purposes in its Moreno Vista Park. There are no visible boundary lines or other markers which serve to identify the burdened property and users of the park use the Grantor's and Grantee's parcels of real property indiscriminately.
3. Grantor and Grantee each agree that until such time as Grantor may have, in its sole discretion, a need for some other use of the burdened property, the Grantee shall have the use of such parcel as part of Moreno Vista Park.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereto agree as follows:

4. Grant of Easement. Grantor hereby grants to Grantee a revocable easement in, over, and across the burdened property also sometimes called the "easement area" for use by the public for park use and purposes. Grantor retains the sole and exclusive right to terminate or extinguish this easement if it determines, in its sole judgment and discretion that it wants to extinguish and terminate this easement and gives Grantee 30 days advance notice in writing of such determination and records such notice through the San Bernardino County Recorder's Office.
5. Term. This Agreement shall continue in full force and effect until such time as Grantor shall determine, in its sole discretion that it wants to extinguish and terminate this easement and furnishes and records the notice thereof as set forth herein. Passage of time or any other factor whatsoever shall not create any greater rights in Grantee and under no circumstances shall any limitation of actions be established or created which will limit the time in which Grantor may elect to extinguish and terminate this easement.

6. Use and Maintenance. During the term of this easement Grantee, at its sole expense shall maintain the landscaped area or surface of the burdened property in the same manner as it does for the other adjacent park property. Grantor and Grantee shall share equally the expenses of maintaining the driveway and parking areas as is more particularly described in the Agreement executed by them concurrently herewith. Grantee shall not construct or erect any buildings, equipment or objects underground or on the surface of the burdened property.
7. Insurance. At all times during the term of this Agreement Grantee shall maintain and keep in full force and effect its existing liability insurance policies for personal injuries and property damages applicable to Moreno Vista Park and to specifically cause them to cover any personal injury or property damage which may occur in or on the burdened property.
8. Indemnification. Except as to injuries and damages solely caused by Grantor, Grantee shall indemnify, defend, and hold harmless Grantor and its officers, directors and employees from and against any and all claims, actions, damages, costs, liabilities, losses, judgments, expenses or costs of any nature whatsoever, including, without limitation, attorneys' fees, by reason of property damage, death or injury to persons arising out of or relating to the Grantee's use of the burdened property.
9. Notices. Any notice, consent, or approval required or permitted under this Agreement shall be given in writing and shall be effective (a) if personally delivered, upon delivery or refusal to accept such delivery or (b) if mailed, three (3) days after mailing, by U. S. Postal Service registered or certified mail, postage pre-paid, return receipt requested, to the applicable address set forth below:

To Grantor: General Manager
Monte Vista Water District
10575 Central Avenue
Montclair, CA 91763

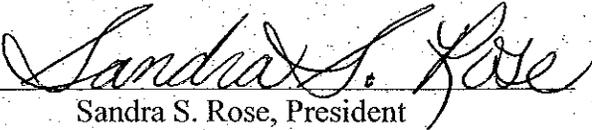
To Grantee: City Manager
City of Montclair
5111 Benito Street
Montclair, CA 91763

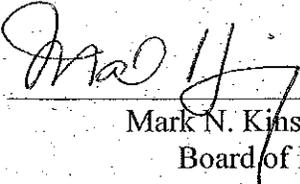
10. Entire Agreement. This Agreement, including Exhibit "B", which is incorporated herein by reference, constitutes the entire agreement between the parties with respect to the grant of a revocable easement hereunder.
11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

In Witness Whereof, the parties have executed the Revocable Easement Agreement as of the above written date.

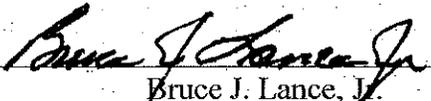
GRANTOR:

MONTE VISTA WATER DISTRICT
A Public County Water District of the State of California

By 
Sandra S. Rose, President
Board of Directors

By 
Mark N. Kinsey, Secretary
Board of Directors

Approved as to Form:


Bruce J. Lance, Jr.
District Legal Counsel

GRANTEE:

CITY OF MONTCLAIR
A Municipal Corporation of the State of California

By _____
Paul M. Eaton, Mayor

Attest _____
Yvonne L. Smith
Deputy City Clerk

Approved as to Form:

Diane E. Robbins
City Attorney

**LEGAL DESCRIPTION
EASEMENT**

That portion of Lot 20 of Claremont Orange Tract in the City of Montclair, County of San Bernardino, State of California, recorded in Book 17 of Maps page 87 records of said County, described as follows:

COMMENCING at a point in the north line of said Lot 20, lying 528.00 feet east of the northwest corner of said Lot 20 said point also being a northwesterly corner of the land described in deed to Ira J. Cree by deed recorded February 20, 1924 in Book 831, page 245 of deeds records of said County;

thence South 00°01'55" West, 30.00 feet along a westerly line of said land described in deed to Ira J. Cree to the southerly right-of-way line of Moreno Avenue as shown on said Claremont Orange Tract also being the POINT OF BEGINNING;

thence South 00°01'55" West, 399.05 feet continuing along said westerly line;

thence South 89°25'05" East, 5.49 feet to the beginning of a curve concave northwesterly and having a radius of 7.00 feet;

thence easterly and northerly 9.54 feet along the arc of said curve through a central angle of 78°06'55" to a point of cusp;

thence South 04°38'42" West, 25.01 feet on a non-tangent line;

thence South 82°16'23" East, 25.28 feet to a point on the northwesterly line of the land described in deed to Los Angeles County Flood Control District by document recorded January 26, 1921 in Book 708, page 294 records of said County;

thence North 12°42'47" East, 429.41 feet along said northwesterly line to a point on said southerly right-of-way line of Moreno Avenue;

thence North 88°38'47" West, 129.74 feet along said right-of-way line to the POINT OF BEGINNING.

This land described herein contains approximately 34,482square feet.

See Sheet 2 for a plat depicting the above described property.

This description prepared by me:

Ronald A. Musser

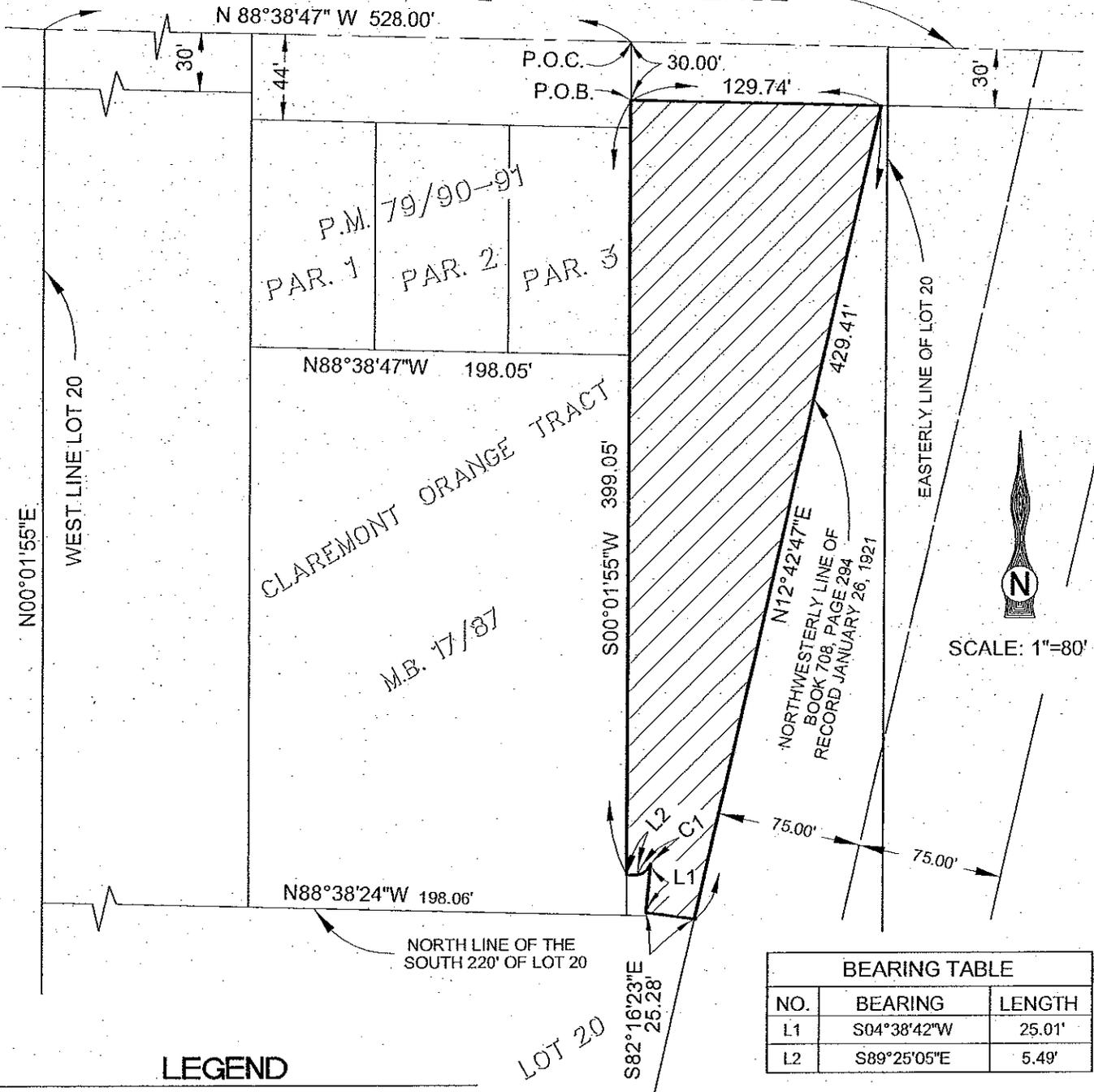
Ronald A. Musser, L.S. 4230, Expires 06-30-14



0-27-12

Date

☉ MORENO AVENUE



SCALE: 1"=80'

LEGEND

- EXISTING CENTERLINE
- EXISTING RIGHT-OF-WAY
- EASEMENT TO BE ACQUIRED (34,482 SF)
- P.O.B. POINT OF BEGINNING

BEARING TABLE		
NO.	BEARING	LENGTH
L1	S04°38'42"W	25.01'
L2	S89°25'05"E	5.49'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	7.00'	78°06'55"	9.54'

TKE ENGINEERING

TKE ENGINEERING, INC.
 2305 CHICAGO AVENUE
 RIVERSIDE, CA 92507
 (951) 680-0440

Ronald A. Musser

RONALD A. MUSSER L.S. No. 4230
 EXPIRES: 6-30-14

LICENSED LAND SURVEYOR

RONALD A. MUSSER

No. 4230
 Exp. 6-30-14

STATE OF CALIFORNIA

23

EXHIBIT 'B'
 EASEMENT

EXHIBIT B

PARCEL 1-EXISTING LEGAL DESCRIPTION (APN 1009-081-10-0000)

All that part of Lot 20, Claremont Orange Tract, in the City of Montclair, County of San Bernardino, state of California, as per plat recorded in Book 17 of Maps, Page 87, records of said County, described as follows:

Beginning at a point in the north line of said Lot, distant easterly thereon 528 feet from the northwesterly corner thereof, said point being a northwesterly corner of that certain piece of parcel of land conveyed by R. R. Sawyer and Myrta A. Sawyer, husband and wife, to Ira J. Cree by deed dated January 19, 1924 and recorded February 20, 1924 in Book 831, page 245 of deeds;

thence southerly, along a westerly line of said parcel of land so conveyed to said Ira J. Cree, 450.5 feet to a point, which is distant north 220.00 feet from the south line of said Lot, said point being also in a northerly line of the parcel of land conveyed to Ira J. Cree aforesaid;

thence westerly along last named line, parallel with the southerly line of said Lot, 198 feet to the most northwesterly corner of said parcel of land so conveyed to said Ira J. Cree;

thence northerly, parallel with the easterly line of said Lot, 450.5 feet to said northerly line of said Lot;

thence easterly, along said last named line, 198 feet to the point of beginning.

EXCEPTING THEREFROM the north 160.5 feet of said Lot.

Note: The area and distances of the above described property are computed to the centers of the adjoining Streets shown on said map.

PARCEL 2-EXISTING LEGAL DESCRIPTION (APN 1009-081-11-0000)

That portion of Lot 20, Claremont Orange tract, in the City of Montclair, County of San Bernardino, State of California, as per plat recorded in Book 17 of Maps, Page 87, records of said County, described as follows:

Beginning at a point in the north line of said Lot 20, 528 feet east of the northwest corner of said Lot;

thence east, along said north line, 132 feet to the northeast corner of said Lot;

thence south along the east line of said Lot to the southeast corner thereof;

thence west along the south line of said Lot to a point 330 feet east of the southwest corner thereof;

thence north parallel with the east line of said lot, 670.5 feet to the northerly line of said Lot;

thence east along last named line, 198 feet to the Point of Beginning.

Excepting therefrom the north 160.5 feet of the west 198 feet thereof.

Also Excepting therefrom that portion of said Lot 20, lying easterly of the westerly boundary line of that certain easement conveyed to the Los Angeles County Flood Control District, a body corporate and politic, by deed recorded January 26, 1921 in Book 708, Page 294, of deeds.

Also Excepting therefrom all rights to oil, in and under said land as reserved in the deed from Ira J. Cree and Ella M. Cree, his wife, recorded February 20, 1924 in Book 831, Page 247, of deeds.

Also Excepting therefrom that portion of said Lot 20 described in that certain deed to the City of Montclair, a Municipal Corporation, recorded September 6, 1973 in Book 8262, Page 632, of official records.

Note: the area and distances of the above described property are computed to the centers of the adjoining Streets shown on said Map.

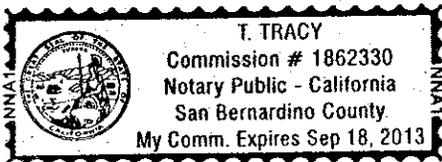
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On 11/14/2012 before me, T. Tracy, Notary Public

personally appeared Mark N. Kinsey and Sandra S. Rose



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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Revocable Easement Agreement: Moreno Vista Park

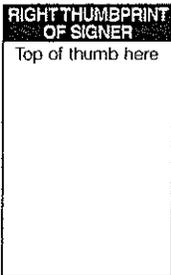
Document Date: November 14, 2012 Number of Pages: 7

Signer(s) Other Than Named Above: Bruce J. Lance, Jr.; Paul M. Eaton; Donna M. Jackson; Diane E. Robbins

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mark N. Kinsey

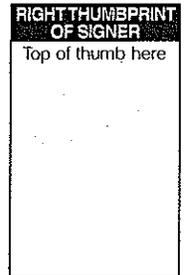
- Individual
- Corporate Officer — Title(s): General Mgr.
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Monte Vista WD

Signer's Name: Sandra S. Rose

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



Signer Is Representing: Monte Vista WD

Recording Requested By::
CITY OF MONTCLAIR
P.O. BOX 2308
5111 BENITO STREET
MONTCLAIR, CALIFORNIA 91763

When Recorded Mail to:
Same as above

SPACE ABOVE THIS LINE FOR RECORDERS USE

Township	Range	Section	A.P.N.
			1009-081-11-0000
			Document Transfer Tax \$0.00

**CERTIFICATE OF ACCEPTANCE
OF OFFER OF DEDICATION OF
REVOCABLE EASEMENT**

This is to certify that, pursuant to Section 27281 of the Government Code, the dedication offered as a revocable easement in the attached "REVOCABLE EASEMENT AGREEMENT" dated November 14, 2012, from Monte Vista Water District to the City of Montclair, a political corporation, is hereby accepted by order of the City Council of the City of Montclair, State of California, and the grantee consents to the recordation of this revocable easement deed on December 3, 2012, by its duly authorized office or agent.

CITY OF MONTCLAIR

By: _____
Mayor

Attest:

By: _____
Deputy City Clerk

Date: _____

(seal)

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 12-102 WITH ONTARIO-MONTCLAIR
SCHOOL DISTRICT TO SUPPORT OPERATION
COSTS AT THE FAMILY RESOURCE CENTER

DATE: December 3, 2012

SECTION: AGREEMENTS

ITEM NO.: 2

FILE I.D.: HSV044

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 12-102 with the Ontario-Montclair School District (OMSD) for payment of a portion of the maintenance and operation costs at the Family Resource Center (FRC).

A copy of proposed Agreement No. 12-102 with OMSD is attached for the City Council's review and consideration.

BACKGROUND: The Montclair Community Collaborative (MCC) was organized in 1996 to collectively strengthen the community. The mission of MCC is "to guarantee a progressive quality community for all by working together as diverse, committed individuals and organizations." As a result of the ongoing strategic planning process, MCC identifies resources and develops services for children, youth, and adults.

OMSD has been using the FRC located at 9916 Central Avenue regularly since March 2011 to provide case management services, parenting classes, and counseling for students and their families. Proposed Agreement 12-102 would allow OMSD to assist in paying a portion of the maintenance and operation costs at the facility.

The term of proposed Agreement No. 12-102 is November 1, 2012, through June 30, 2013.

FISCAL IMPACT: OMSD would pay a total of \$6,000 in three installments of \$2,000 per invoice. Should the City Council approve proposed Agreement No. 12-102, the funding would pay a portion of FRC maintenance and operation costs.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-102 with OMSD to support operation costs at the Family Resource Center.

Prepared by:

M. Richter

Reviewed and
Approved by:

[Signature]

Proofed by:

Christine Smedley

Presented by:

[Signature]

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

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 1st day of October 2012, by and between the Ontario-Montclair School District, hereinafter referred to as the "**DISTRICT**", and the City of Montclair hereinafter referred to as the "**CONSULTANT**".

1. Services To Be Performed By Consultant.

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

City of Montclair has provided the Ontario-Montclair School District with use of their Family Resource Center (FRC) House on 9916 Central Avenue, Montclair to provide case management services, parenting classes and counseling to OMSD students and their families. This agreement will give \$6,000 to City of Montclair for maintenance and to cover other costs to support the operation of the FRC House.

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

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

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

2. Compensation.

(a) Except as otherwise provided in this Agreement, **DISTRICT** agrees to compensate **CONSULTANT** for services rendered under this Agreement not to exceed the total amount of \$6,000. The payments will be three times during the year not to exceed \$2,000 per payment.

(b) **DISTRICT** will pay no additional amount for travel or other expenses of **CONSULTANT** under this Agreement unless specified below. Should travel or other expenses be specified below, **CONSULTANT** shall be entitled to the lesser amount of (1) the not to exceed

amount stated, or (2) the actual amount expended. Supporting documentation for the authorized travel or other expenses shall be attached to the "Request for Payment" form when submitted. Travel, Food, Lodging, and Conference is included in the contract amount.

Travel: N/A
Food: N/A
Lodging: N/A

ORIGINAL RECEIPTS REQUIRED

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

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

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

3. Term of Agreement.

The term of this Agreement is from November 1, 2012 through June 30, 2013, unless sooner terminated pursuant to the provisions of Section 6 of this Agreement. DISTRICT and CONSULTANT may mutually agree in writing to extend the term of this Agreement provided, however, DISTRICT shall not be obligated to pay CONSULTANT any additional consideration unless CONSULTANT undertakes additional services, in which instance the consideration shall be increased as DISTRICT and CONSULTANT shall agree in writing.

4. Obligations of Consultant.

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

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

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

(d) If the box to the left is checked, CONSULTANT shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who

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

(e) **CONSULTANT** shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning **CONSULTANT** or any employee and shall further indemnify, pay for the defense of, and hold harmless **DISTRICT** of and from any such payment or liability arising out of or in any manner connected with **CONSULTANT'S** performance under this Agreement.

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

(g) **CONSULTANT** shall defend, indemnify and hold **DISTRICT** and its Board Members, officers, employees, agents and staff harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), claims for injury or damages arising out of the performance of or in connection with this agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the improper conduct and/or negligence or intentional acts or omissions of **CONSULTANT**, its officers, employees, agents or staff.

5. Obligations of District.

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

(b) **DISTRICT** shall defend, indemnify and hold **CONSULTANT** and its Council Members, officers, employees, agents and staff harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), claims for injury or damages arising out of the performance of or in connection with this agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the improper conduct and/or negligence or intentional acts or omissions of **DISTRICT**, its officers, employees, agents or staff.

6. Termination of Agreement.

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

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

to **CONSULTANT**.

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

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

N/A

7. General Provisions.

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

(b) **DISTRICT** and **CONSULTANT** mutually agree that any written material or any copyrightable work of any nature created by **CONSULTANT** pursuant to this Agreement shall be considered a "work made for hire" and **DISTRICT** the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that **DISTRICT** shall own all of the rights comprised in the copyright of said written material or copyrightable work.

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

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

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

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

(f) Pursuant to and in accordance with the provisions of Government Code

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

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

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

"DISTRICT"

"CONSULTANT"

By:

Signature
Kim Stallings

Printed Name

Deputy Superintendent

Title

Signature
Paul Eaton

Printed Name

Mayor of the City of Montclair

Title
5111 Benito St.

Address
Montclair, CA 91763

City, State, Zip
(909) 625-9453

Telephone Number

ATTEST:

Signature
Yvonne Smith

Printed Name

Deputy City Clerk

Title

Date:

Date:

Date of Governing Board's Approval: November 1, 2012

Effective Dates: November 1, 2012 through June 30, 2013

END OF AGREEMENT FOR CONSULTANT SERVICES

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 12-103, AMENDMENT NO. 1 TO AGREEMENT NO. 12-98 WITH THE CITY OF ONTARIO POLICE DEPARTMENT FOR PARTICIPATION IN THE "AVOID THE 25" DUI ENFORCEMENT PROGRAM

DATE: December 3, 2012

SECTION: AGREEMENTS

ITEM NO.: 3

FILE I.D.: PDT265

DEPT.: POLICE

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 12-103, Amendment No. 1 to Agreement No. 12-98 with the City of Ontario Police Department for participation in the "Avoid the 25" DUI enforcement program. The amendment clarifies a minor provision of the original Agreement.

A copy of proposed Agreement No. 12-103 is attached for the City Council's review and consideration.

BACKGROUND: On November 19, 2012, the City Council approved Agreement No. 12-98 with the Ontario Police Department for participation in the "Avoid the 25" program. The Ontario Police Department, as administrator of the program, is required to reimburse participating agencies for authorized DUI operations on an overtime basis (150 percent of Police Officers' hourly rate). Proposed Agreement No. 12-103 clarifies that "fringe benefits" are not subject to reimbursement.

Proposed Agreement No. 12-103 would be effective upon execution by both parties and would remain in effect until September 30, 2013, unless terminated by either party.

FISCAL IMPACT: Approval of proposed Agreement No. 12-103 would clarify that fringe benefits are not reimbursable under the terms of Agreement No. 12-98. All other provisions of Agreement No. 12-98 would remain in full force and effect.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-103, Amendment No. 1 to Agreement No. 12-98 with the City of Ontario Police Department for participation in the "Avoid the 25" DUI Enforcement Program.

Prepared by:

J.M. Delaney

Reviewed and
Approved by:

K.P. O'Connell

Proofed by:

Sharon Azarian

Presented by:

James R. [Signature]

**AMENDMENT NO. 1
TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF ONTARIO POLICE DEPARTMENT AND
THE CITY OF MONTCLAIR**

The City of Ontario Police Department and the **City of Montclair** entered into a Memorandum of Understanding dated _____ pertaining to the Avoid the 25 Program covering the period from October 1, 2012, through September 30, 2013. The parties now agree to modify Article 4(B) - Allowable Costs and Payments; Invoice Requirements of the Memorandum of Understanding to reflect provisions of OTS' grant award (see attached) which stipulate that **no fringe benefits can be reimbursed** under this program.

Accordingly, Article 4 of the Memorandum of Understanding is amended in its entirety to read as follows:

4. ALLOWABLE COSTS AND PAYMENTS.

A. Allowable Costs. Participating Agency shall bill for services rendered during DUI enforcement operations at its Police Department's actual overtime rate for on an overtime basis (150% of their hourly rate):

B. Invoice Requirements. Invoices shall include dates and hours worked, officer's name, officer's overtime salary rate (not to include fringe benefits), number of hours worked, and total dollars requested for overtime reimbursement. In addition, copies of overtime slips and/or ledger report(s) supporting actual hours and costs are required. City and/or Participating Agency's overhead costs will not be reimbursed. Invoices shall also include the statistics required by OTS as outlined in Item 3, Statistical Reporting. Invoices will not be paid if the statistics required by OTS are not submitted.

Except as amended by this Amendment No. 1, all other provisions of the aforementioned Memorandum of Understanding services remain in full force and effect.

If you agree with the amended terms of this Memorandum of Understanding, please indicate by signing and dating where indicated below.

(Signatures on following page.)

Ontario Police Department
AVOID the 25 – Grant # 1388 – 13

CITY
CITY OF ONTARIO

PARTICIPATING AGENCY
CITY OF MONTCLAIR

Chris Hughes
City Manager

Paul M. Eaton
Mayor

ATTEST:

Yvonne L. Smith
Deputy City Clerk

MINUTES OF THE REGULAR MEETING OF THE PUBLIC WORKS COMMITTEE HELD ON THURSDAY, OCTOBER 18, 2012, AT 2:05 P.M. IN THE CITY HALL CONFERENCE ROOM, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

There being a lack of a quorum, Committee Member Eaton called the Public Works Committee of the Whole to order at 2:05 p.m. It was the consensus of the Committee to discuss the items on the agenda without taking action and to address concerns of several residents in attendance at the meeting related to a safety concern at Montclair High School.

II. ROLL CALL

Present: Committee Member Eaton; City Engineer Hudson; Deputy City Manager/Executive Director of Economic Development Staats; Director of Community Development Lustro; Public Works Superintendent Mendez

Absent: Chair Paulitz; Executive Director of Public Safety Jones; Facilities and Grounds Superintendent McGehee

Also Present: Police Captain DeMoet; Residents Brad LeCount, Margarita Perez, Martha Morales, and Martha Duran; Crossing Guard Shirley Porter; **Monte Vista Elementary School** Principal Sultana Dixon

III. APPROVAL OF MINUTES

A. Minutes of the Public Works Committee Meeting of August 16, 2012

Committee Member Eaton stated that he had no issues with the minutes of the Public Works Committee meeting of August 16, 2012, but approval of the minutes would take place at the next scheduled Public Works Committee meeting.

IV. PUBLIC COMMENT

Several members of the community were in attendance to discuss safety concerns in the vicinity of Montclair High School. The discussion took place under Item V(A) below.

V. TRAFFIC SAFETY/CIRCULATION ISSUES

A. IN-PAVEMENT FLASHER REQUEST AT CAMULOS AVENUE/ ORCHARD STREET AND TUDOR AVENUE/ORCHARD STREET

An accident occurred about three weeks ago at Tudor Avenue and Orchard Street in which a pedestrian crossing the street was hit by a vehicle. As a result, City Engineer Hudson has looked at the accident history over the last three years on Orchard Street between Monte Vista and Ramona Avenues.

There were two reported accidents at the Camulos Street intersection, no reported accidents at the Felipe intersection (a T-intersection), and four reported accidents at the Tudor Avenue intersection including the accident three weeks ago. City Engineer Hudson reviewed an aerial showing all three intersections.

City Engineer Hudson has spoken with a few residents by phone regarding improving safety for pedestrians and motorists in the area. A resident commented at the City Council meeting on Monday night related to the offset intersection at Tudor Avenue and Orchard Street. The offset at Camulos Street and Orchard Street is significantly greater; however, both intersections are offset in a safe direction, meaning when the left-turn movements occur from each of the two intersections, the cars would not cross each other's path. They would pass each other side by side. It creates a crosswalk slightly offset from the corner. Alignment of the intersections cannot be straightened without acquiring right-of-way for street reconstruction. Given the low accident history at the intersections, the intersection designs are not considered to be a problem. There may be other circumstances that were the cause of the accident.

Police Captain DeMoet informed the Committee he reported to the scene of the accident and that the investigation is not yet complete because investigations of this nature take time to put together and complete because investigators are collecting spatial data, coordinates, and so forth. The information Captain DeMoet has is based on his observations at the scene and eyewitness statements. In totality, he described it as the perfect storm for what occurred.

Between 7:00 a.m. and 8:00 a.m. at this time of year, the sun is rising almost directly out of the east and the motorist was heading eastbound toward the sun. The vehicle windshield was extremely dirty, adding to the glare; and there was also some condensation on the window. The vehicle was traveling eastbound in the No. 2 lane approaching the crosswalk. Eyewitnesses indicated the driver did not appear to be traveling at an unsafe speed. There is a constant flow of pedestrians from the south crossing Orchard Street toward **Montclair High School**. Students not only use the

crosswalk but frequently cross outside of the crosswalk as well. One witness stated the female victim, identified as **Jessica Gonzalez**, was walking northbound in the crosswalk crossing Orchard Street. **Ms. Gonzalez** had her head down and appeared to be looking at a cell phone while wearing headphones. A few other factors contributing to this accident include a car parked along the south side of the street just west of the sidewalk that partially blocked the view, a tree east of the intersection whose shadow obscured the area where the crosswalk begins, and a dark background on the east side of the section consisting of shrubs and trees. **Ms. Gonzalez** was crossing the street, not paying attention, and could not hear the traffic. She was not very far into the street at the time she was struck, and it seems the motorist applied her brakes as soon as she could. There was no way to avoid the collision at that time.

It has been suggested a traffic signal be installed on Orchard Street. About a year ago, staff looked at a traffic signal at the intersection of Helena Avenue and Benito Street and found that the intersection did not meet warrants for signals. The intersection of Tudor Avenue and Orchard Street would be even less likely to meet the warrants even with the accident history factored in. Typically, the warrant requirement would be five accidents occurring in a 12-month period, correctable with a traffic signal. Another suggestion was a three-way stop, but this is not an intersection a motorist would expect to see a three-way stop sign. Unwarranted stop signs could actually cause accidents.

City Engineer Hudson does not recommend a stop sign at this intersection. He does recommend something similar to the in-pavement flashers installed at Monte Vista Avenue and Bandera Street. The in-pavement flashers accompanied with beacons off to the side would increase motorists' awareness of pedestrians in the area. Initially, the in-pavement flashers would have an impact on motorists' awareness that pedestrians are crossing or are about to cross.

City Engineer Hudson recommends the City apply for grant funding through the Office of Traffic Safety (OTS) for in-pavement flashers. These grants normally require local matches of up to 50 percent. If the City is successful in receiving grant funding, City Engineer Hudson would recommend the local match be made with Gas Tax funds. The OTS grant deadline is sometime in early spring, so there is plenty of time for preparation and submittal of the application for an OTS grant. By May 2013, staff should know if the grant application has been accepted. If accepted, the design work could be completed in one month. The bidding process typically takes about three months, and installation would only take about one week. The material cost alone would be between

\$20,000 and \$25,000, plus the additional cost of hiring a contractor for the installation, which could be as much as the materials.

Committee Member Eaton asked that staff take whatever steps are necessary to improve safety at this intersection. He further asked if any people in attendance wished to speak on the matter.

Ms. Shirley Porter works as a crossing guard at the corner of Monte Vista Avenue and Benito Street. She stated that students from **Serrano Middle School** play in the street and ignore her safety precautions. She expressed her fear that a student could be hit during such play. She asked if officers could patrol more often to curtail such behavior.

Captain DeMoet advised that officers constantly conduct patrols around schools. He noted he would refer the information to the day shift Watch Commander.

Monte Vista Elementary School Principal Sultana Dixon stated two of her students witnessed the accident on their way to school. She stated she is pleased that something will be done while expressing her concern regarding speeding on Monte Vista Avenue and Orchard Street. She also noted cars double park on Orchard Street, causing an unsafe environment for students, parents, and teachers.

Captain DeMoet assured **Ms. Dixon** the Police Department would conduct more visible enforcement at the school.

Committee Member Eaton noted it is regrettable that the City has to do the bid type process and the City does not have the funds to just go out and build it. It is regrettable that the young lady was severely injured. The City will do its very best to correct the situation to see if it can be made better for everyone.

Mr. Brad LeCount gave an update that **Ms. Gonzalez** has been released from **Arrowhead Regional Hospital** to her own hospital, has been taken off the induced coma medication and the drainage tubes have been removed, and there have been some minor improvements but she is still in critical condition. An account, known as the "Jessica Gonzalez Fund," has been opened at **Chase Bank**; and donations may be made to the fund or to the school. The athletic teams will start conducting carwashes on weekends to raise money for her and her family. They are anticipating her to get better but there are a lot of medical costs.

Mr. LeCount also suggested modifying the eastbound striping at another location in the City, San José Street at Monte Vista Avenue, making the No. 2 lane a right-turn-only lane to southbound

Monte Vista Avenue. The No. 1 lane would continue east into the **Montclair Plaza**.

City Engineer Hudson advised that there was a Redevelopment Agency plan for that intersection that included changing the lane configuration at and through the intersection and striping changes at the intersection and at the entrance to the **Montclair Plaza** parking lot. A dedicated right-turn lane only would be put in and a single lane would go into **Montclair Plaza** instead of two. Unfortunately, **Montclair Plaza** was not able to do the restriping work and the City is no longer able to fund the work that was being proposed with the loss of the Redevelopment Agency. He noted that eventually it will be funded and the work will be done.

Public Works Superintendent Mendez asked if the schools looked into starting school at different times—perhaps having half of the students start at 7:30 a.m. and the other half start at 8:30 a.m.—and they would likewise be dismissed at different times to reduce the immediate traffic.

VI. POLICE DEPARTMENT UPDATES/ITEMS - No items

VII. COMMUNITY DEVELOPMENT DEPARTMENT PROJECT UPDATES/ITEMS

Community Development Director Lustro noted his attendance at the **County of San Bernardino Planning Commission** meeting and that, regrettably, the Commission voted to approve the Conditional Use Permit for a bar/comedy club to open when **Déjà Vu** closes in November. He made a five-minute presentation addressing the findings the County made in its 74-page staff report. He noted he had an extensive conversation with County Counsel after the meeting about options to appeal the decision. He noted he would meet with City Manager Starr and City Attorney Robbins to discuss the appeal options communicated to him by the County before anything is decided. The City was given ten days to appeal the decision.

VIII. PUBLIC WORKS DEPT. MAINTENANCE ACTIVITIES UPDATES/ITEMS

Ongoing Maintenance Activities Report attached.

IX. PUBLIC WORKS DEPT. ENGINEERING DIVISION UPDATES/ITEMS

A. STATUS UPDATE ON CITY HALL SOUTH ENTRANCE PEDESTRIAN RAMP

Leadworker Flanders is working on the handrails that should be completed by the end of next week. Having City Yard staff complete the work is saving the City money. Staff met last week to discuss the landscaping. One of the things that came up in the meeting is instead of putting up a steel fence around the employee

patio area have an open lattice patio and then plant some vines to provide a "green screen" wall. City Planner Diaz is working on a plan for some groundcover and shrubs. There is no schedule for the remaining items; they will be done as time permits.

B. STATE LOCAL PARTNERSHIP PROPOSITION 1B FUNDING - MONTE VISTA AVENUE WIDENING PROJECT

The City applied for State Local Partnership Proposition 1B funding for the Monte Vista Avenue Widening project, which is south of Mission Boulevard on the east side of the street down to Howard Street. **California Transportation Commission (CTC)** staff has looked at it and the project ranked above the cutoff line for available funds. It will go to the **CTC** with a recommendation to fund the project. Staff is anticipating it being funded so the environmental clearance has been started. Two items of work that are critical are clearing the environmental and certifying the right-of-way before the end of June 2013. There is plenty of time to complete these items. The design does not have to be completed but it will be done by that time. The City Council will be asked in the next few weeks to consider a contract with **Overland, Pacific & Cutler (OPC)** for appraisals for the right-of-way. There are nine parcels that the City will need to acquire three feet of right-of-way from. **OPC** was used in the past and it worked out very well for the City.

C. CENTRAL AVENUE OVERHEAD AT UNION PACIFIC RAILROAD (ADDED ITEM)

City Engineer Hudson previously reported the bridge as being functionally obsolete based on not having enough capacity for present and future traffic expectations. The City Council did appropriate Gas Tax funds to put an application together for Local Highway Bridge Program funds. City Engineer Hudson met with a consultant yesterday to work on the application. The application should be completed by the end of the year and submitted to **Caltrans** shortly after the beginning of the year. The application submittal deadline is the end of January.

X. CAPITAL PROJECT UPDATES

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

A. MONTE VISTA GRADE SEPARATION PROJECT

The last technical study should be prepared by the middle of December and submitted to **Caltrans**. The latest revised schedule from **Caltrans** for environmental clearance shows it should be complete in mid-May. There is still design work to be done since

the previous design work was done ten years ago.

B. COMMUNITY CENTER RESTROOMS

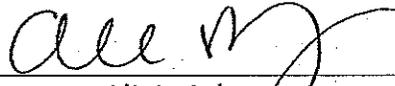
In the Community Center, the current restrooms are not ADA-compliant and are inadequate for the size of the building. New restrooms will be built and the old restrooms converted to storage closets. The project was awarded at the City Council meeting of October 15. There is not a start schedule yet, but the project should begin in November. The contract calls for about three months of construction.

XI. ADJOURNMENT

Committee Member Eaton noted that the next scheduled meeting of the Public Works Committee would be on November 15. City Engineer Hudson stated that he believes the only items on the agenda would be status reports. Committee Member Eaton suggested the November meeting be canceled unless there are action items to consider. Assuming the November meeting is canceled, the next meeting of the Public Works Committee will be at 2:00 p.m. on December 20, 2012.

At 2:40 p.m., Committee Member Eaton adjourned the Public Works Committee of the Whole.

Submitted for Public Works Committee approval,



Alicia Johnson
Transcribing Secretary

**MINUTES OF THE REGULAR MEETING OF THE CITY
OF MONTCLAIR SAFETY COMMITTEE HELD ON
THURSDAY, NOVEMBER 15, 2012, AT 9:00 A.M. IN
THE CITY HALL CONFERENCE ROOM, 5111 BENITO
STREET, MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Chairperson Lustro called the meeting to order at 9:00 a.m.

ROLL CALL

Members Present: Chairperson Steve Lustro, Vice Chairperson Merry Westerlin, Members Scott Sherwood, Chad Quidor, Sharon Agajanian, and Lisa Shannon.

Also Present: Personnel Officer Gary Charleston, Dennis Ferguson of Kessler-Alair Insurance Services, Inc., and Administrative Secretary Laura Berke.

II. MINUTES

A. Minutes of Regular Safety Committee Meeting of September 20, 2012

Moved by Member Shannon, seconded by Member Sherwood and there being no opposition, the minutes of the September 20, 2012 Safety Committee meeting were approved.

III. ITEMS DISCUSSED

A. Building/Facility Evacuation Route Maps - Update

Vice Chairperson Westerlin brought sample maps of the various buildings for the Committee to review. Although the maps are not yet finalized but very near completion, Vice Chairperson Westerlin commented she has since become aware that the Police Department has software that will help ease the process. Personnel Officer Charleston asked if he should get the maps laminated. Vice Chairperson Westerlin replied that once the maps are finalized, Facilities and Grounds Superintendent Mike McGehee will decide how and where the maps will be mounted for display in each building. Personnel Officer Charleston commented that Secretary/ECS Angelic Bird has a policy to go with the maps, including where they need to be displayed. Vice Chairperson Westerlin will contact Secretary/ECS Bird to discuss the policy. Chairperson Lustro stated as we finalize where the outdoor assembly areas are, we should have permanent signs made and have them posted.

B. Recommended Goals for 2013 Safety Committee

Finalize the evacuation policies and maps.

Defensive driver training. Personnel Officer Charleston commented that Trudy Burson checked on the County's training course and at \$250 per person, it is too cost-prohibitive for us to use.

Vice Chairperson Westerlin suggested circulating safety videos monthly. Personnel Officer Charleston commented that Keenan, our safety consultant, opened up access to their library for videos and DVDs for training, such as forklift training, etc.

C. Insurance Representative Comments

Dennis Ferguson asked for suggestions on where the Committee would like to go for the annual luncheon. It was agreed that the luncheon would be at Dolce Café & Bakery on December 20th at 11:30 a.m. Member Shannon will send everyone notification.

IV. NEW BUSINESS

Chairperson Lustro reviewed the Memorandum regarding the 2013 Safety Committee appointments. Members Agajanian, Shannon and Sherwood have been reappointed for a new two-year term, Finance Director Donald Parker will serve as Chairperson and Building Official Merry Westerlin will continue to serve as Vice Chairperson. The Committee thanked Community Development Director Steve Lustro and Administrative Secretary Laura Berke for their service.

Chairperson Lustro reminded the Committee that there will be no regular meeting in December.

V. ACCIDENT REPORTS

Accident Report

Paul Malacara
Leadworker

After completing a root cutting on Geneva Avenue, the root cutter was removed from the hose assembly and set in a bucket on the side of the truck. When Paul and Maintenance Worker Ron Barron returned to the City Yard to clean the root cutting equipment, they discovered that the bucket was tipped over and the root cutter was gone.

Recommendation: Put root cutter in a safe location or leave on the hose reel.

Accident Report

Silvia Gutiérrez
Assistant Planner

As Silvia was turning to move in the break room, one of her forearm crutches she uses to aid her walking slipped on a small amount of water on the floor and fell forward on to her knees. She expressed having some minor and temporary pain in her left wrist which she used to help break her fall.

Recommendation: A slip-resistant mat be placed in front of the ice machine that is thin and does not slide so as not to create a tripping hazard while trying to prevent a slipping hazard.

I. INFORMATION ITEMS

A. *Top Safety, Top Health, and University of California, Berkeley Wellness Letters*

Top Safety and Top Health newsletters were presented for Committee members' review and routing through departments. Member Shannon commented the University of California, Berkeley Wellness Letter was not received this month.

B. **First-Aid Kits**

Committee members were reminded to check the contents of their departments' first-aid kits and to make sure the doctor-approved list of contents is posted on each kit. Supplies can be restocked by contacting Fire Division Chief Steve Jackson at Extension 547.

VII. ADJOURNMENT

At 9:25 a.m., Chairperson Lustro adjourned the Safety Committee.

Submitted for City of Montclair
Safety Committee approval,



Laura Berke
Administrative Secretary

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
NOVEMBER 19, 2012, AT 8:12 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Eaton called the meeting to order at 8:14 p.m.

II. ROLL CALL

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

III. APPROVAL OF MINUTES

**A. Minutes of the Regular Personnel Committee Meeting of
October 15, 2012.**

Moved by City Manager Starr, seconded by Council Member Ruh,
and carried unanimously to approve the minutes of the Personnel
Committee meeting of October 15, 2012.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

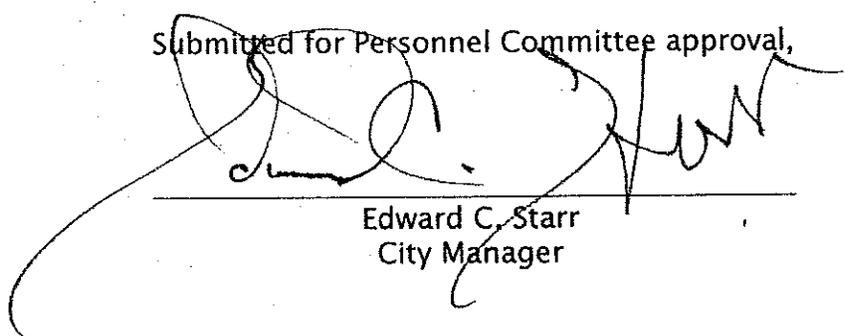
At 8:13 p.m., the Personnel Committee went into Closed Session
regarding personnel matters related to appointments, resignations/
terminations, and evaluations of employee performance.

At 8:44 p.m., the Personnel Committee returned from Closed Session.
Mayor Eaton stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 8:44 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager