

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

July 1, 2013

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 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

- A. Introduction of Police Department Promotee

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, Montclair Housing Corporation Board of Directors, and Montclair Housing Authority Commissioners. (Government Code Section 54954.3)

Under the provisions of the Brown Act, the Council/Successor Agency Board/MHC Board/MHA Commission 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/Successor Agency Board/
MHC Board/MHA Commission Meeting of June 17, 2013
[CC/SA/MHC/MHA]

B. Administrative Reports

- 1. Consider Setting a Public Hearing to Consider Resolution
No. 13-2994 Amending the Master User Fee Schedule [CC] 4
- 2. Consider Declaring Unclaimed Bicycles in Police Custody as
Surplus and Available for Donation to California Institution for
Women [CC] 7
- 3. Consider Receiving and Filing Alcoholic Beverage Permit
Application – The 80's Bar [CC] 9
- 4. Consider Approval of Warrant Register and Payroll
Documentation [CC] 11

C. Agreements

- 1. Consider Approval of Agreement No. 13-51 With Inland
Empire United Way to Provide Case Management and Health
Promotion Programs [CC] 12
- 2. Consider Approval of Agreement No. 13-52 With Bilingual
Family Counseling Services to Provide Case Management
Services [CC] 16
- 3. Consider Approval of Agreement No. 13-55 With Ontario-
Montclair School District to Support Operation Costs at the
Family Resource Center [CC] 22

D. Resolutions

- 1. Consider Adoption of Resolution No. 13-2993 Authorizing
Placement of Liens on Certain Properties for Delinquent
Sewer and Trash Charges [CC] 28

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE – None

XI. COMMUNICATIONS

A. City Attorney

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

Patton v. Montclair

- 2. Closed Session Pursuant to Government Code Section 54957.6 Regarding Conference With Designated Labor Negotiator Edward C. Starr

Agency: City of Montclair

Employee Organizations: Management
 Montclair Fire Fighters Association
 Montclair Police Officers Association
 San Bernardino Public Employees Assn.

B. City Manager/Executive Director

C. Mayor/Chairman

D. Council/MHC Board

E. Committee Meeting Minutes *(for informational purposes only)*

- 1. Minutes of the Public Works Committee Meeting of May 16, 2013 37
- 2. Minutes of the Personnel Committee Meeting of June 17, 2013 43

XII. ADJOURNMENT OF SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS AND MONTCLAIR HOUSING AUTHORITY COMMISSIONERS

(At this time, the City Council will meet in Closed Session regarding potential litigation and labor negotiations.)

XIII. CLOSED SESSION ANNOUNCEMENTS

XIV. ADJOURNMENT OF CITY COUNCIL

The next regularly scheduled City Council, Successor Agency, Montclair Housing Corporation, and Montclair Housing Authority meetings will be held on Monday, July 15, 2013, 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 Acting 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, Andrea Phillips, Acting 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 June 27, 2013.

AGENDA REPORT

SUBJECT: CONSIDER SETTING A PUBLIC HEARING
TO CONSIDER RESOLUTION NO. 13-2994
AMENDING THE MASTER USER FEE SCHEDULE

DATE: July 1, 2013

SECTION: ADMIN. REPORTS

ITEM NO.: 1

FILE I.D.: FLP280

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: In 2003, the City Council directed staff to develop a uniform policy for establishing and recovering user fees and further directed that, to the extent possible, such fees are to be consolidated into a single resolution subject to annual review. In 2006, the City Council adopted Resolution No. 06-2670 amending and adopting the Master User Fee Schedule, as well as the User Fee Cost Recovery Policy. In 2007, pursuant to Resolution No. 06-2670, the City entered into an agreement with Wohlford Consulting to conduct a cost allocation and user fee study that would allow the City to adjust fees based on a Cost-of-Service Study.

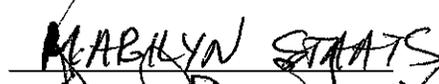
A copy of proposed Resolution No. 13-2994 is attached. *Exhibit A:* Proposed Master User Fee Schedule and *Exhibit B:* Comparative Study Analysis to Resolution No. 13-2994 are included in the City Council agenda packet for review.

BACKGROUND: Pursuant to Resolution No. 06-2670, staff is required to annually review user fees to ensure associated costs for the delivery of specified services are appropriately charged to consumers to limit the cost burden on the City's General Fund in accordance with the User Fee Cost Recovery Policy.

The last comprehensive user fee study was conducted in 2006 and was based on Fiscal Year 2004-05 cost data. User fee-related operating costs have significantly increased since 2006, rendering the current Master User Fee Schedule non-reflective of present costs. In 2007, the City Council engaged Wohlford Consulting to conduct a long-term, objective analysis of incurred costs in support of various user fee-related activities. Wohlford Consulting is a firm with extensive experience in conducting detailed cost-of-service studies of user fee activities. The consultant's focus was to determine the full cost of providing specific services to the public, identify current fee levels, and determine the cost-impact of subsidies provided by the City for various services. Wohlford Consulting was also tasked with providing recommendations for appropriate fee ranges and development of a revised Master User Fee Schedule.

FISCAL IMPACT: The cost to publish a Notice of Public Hearing related to proposed Resolution No. 13-2994 is not expected to exceed \$400.

RECOMMENDATION: Staff recommends the City Council set a public hearing for July 15, 2013, at 7:00 p.m. in the City Council Chambers to consider Resolution No. 13-2994 amending the Master User Fee Schedule.

Prepared by:  Reviewed and Approved by: 

Proofed by:  Presented by: 

RESOLUTION NO. 13-2994

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MONTCLAIR AMENDING THE
MASTER USER FEE SCHEDULE**

WHEREAS, the City of Montclair has the statutory authority to impose fees, charges, and rates under its regulatory and police power as authorized pursuant to California Government Code Section 66000; and

WHEREAS, user fees are imposed for services rendered by the City of Montclair that will benefit a specific individual or group of individuals; and

WHEREAS, there is a need for the City of Montclair to recoup reasonable costs related to the provisions of specified services; and

WHEREAS, user fees are imposed to assign the cost of providing services to the specific individual or group of individuals receiving the benefits of said services, rather than funding said services from General Fund revenues; and

WHEREAS, it has been directed that all user fees, to the extent possible, are to be reviewed and amended annually, consistent with the User Fee Cost Recovery Policy.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby find and determines as follows:

Section 1. Fee Schedule Adoption. The Master User Fee Schedule, attached hereto as "Exhibit A," is hereby adopted and shall be used as authorization for collecting said fees and charges set forth therein.

Section 2. Effective Date. Excluding those fees approved by separate action of the Montclair City Council with conflicting effective dates, this Resolution shall be in full force and effect thirty (30) days after passage.

APPROVED AND ADOPTED this 15 day of July, 2013.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 13-2994 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 15 day of July, 2013, and that it was adopted by the following vote, to-wit:

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

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

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

DATE: July 1, 2013
SECTION: ADMIN. REPORTS
ITEM NO.: 2
FILE I.D.: EQS051/052
DEPT.: POLICE

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

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

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

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

Prepared by:

Sharon Ferguson

Reviewed and
Approved by:

M. DeMaer

Proofed by:

Trudy B.

Presented by:

**CITY OF MONTCLAIR
UNCLAIMED BICYCLES
DESCRIPTION OF BICYCLE**

TAG #	STATUS	DESCRIPTION OF BICYCLE	SERIAL #	CASE #
1	F	GREY FISHER MTN BIKE	NONE	13-0007
2	S/K	BLACK GT MTN BIKE	NONE	13-0513
3	S/K	WHITE HUFFY BIKE	9169HUFFY14621	13-0040
4	F	BLUE MTN TREK BIKE	BSC1031	12-5405
5	S/K	BLUE BIKE	NONE	13-1079
6	S/K	SILVER BIKE	M7G02259	13-0864
7	S/K	HUFFY BIKE	75826	13-1040
8	F	GROUND POWER MTN BLUE BIKE	NONE	13-1165
9	S/K	ROADMASTER BLUE/PURPLE BIKE	NONE	13-1290
10	S/K	MAROON MTN BIKE	NONE	13-1265
11	F	BLUE PACIFIC MTN BIKE	SNFSD10E71138	12-2455
12	F	OUTPOST TRAIL GT MTN BIKE GREEN	EU05637	13-1285
13	F	BLACK MONGOOSE BIKE	BC1H088529	13-0979
14				
15				
16				

ACCEPTOR _____ DATE _____

RELEASED BY _____ PAGE _____ OF _____

BIKES.DOC

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING
ALCOHOLIC BEVERAGE PERMIT
APPLICATION - THE 80's BAR

DATE: July 1, 2013
SECTION: ADMIN. REPORTS
ITEM NO.: 3
FILE I.D.: FLP025
DEPT.: ADMIN. SVCS.

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

BACKGROUND: Mr. David Esqueda is the new owner of The 80's Bar located at 10555 Mills. A bar with live entertainment has operated at this location since 1969 starting with Gino's Tavern and has undergone several changes in ownership. In 1981, Club 2000 opened and operated as a bar with live entertainment at this location and changed ownership several times. In 2010, the business was transferred to new ownership under the name Upside Down Bar.

Mr. Esqueda has requested approval from the California Department of Alcoholic Beverage Control (ABC) to have the existing Type 48 - "On-Sale General Public Premises (Bar)" license transferred to his name, thereby allowing continued sale and service of beer, wine, and distilled spirits at the establishment.

According to ABC representatives, there are no reported violations or issues with the current use. Staff has no objection to the transfer request.

FISCAL IMPACT: No fiscal impact

RECOMMENDATION: Staff recommends the City Council receive and file this item.

Prepared by: *Andrew Phillips*

Proofed by: *M. Fuent*

Reviewed and
Approved by:

Presented by:

[Handwritten signatures]

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

CITY OF MONTCLAIR

TO: Department of Alcoholic Beverage Control
3737 MAIN ST
STE 900
RIVERSIDE, CA 92501
(951) 782-4400

File Number: 511299
Receipt Number: 2175101
Geographical Code: 3605
Copies Mailed Date: June 11, 2013
Issued Date:

2013 JUN 12 PM 2: 41

DISTRICT SERVING LOCATION: RIVERSIDE
First Owner: LIVING S & G INC
Name of Business: THAT 80S BAR
Location of Business: 10555-57 MILLS AVE
MONTCLAIR, CA 91763-4610
County: SAN BERNARDINO
Is Premise inside city limits? Yes

Census Tract 0003.01

Mailing Address:
(If different from
premises address)

Type of license(s): 48, 58

Transferor's license/name:

Dropping Partner: Yes No X

Table with 7 columns: License Type, Transaction Type, Fee Type, Master, Dup, Date, Fee. Rows include 48 - On-Sale General Public, 58 - Caterer Permit, and various fingerprint fees.

Have you ever been convicted of a felony? No

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? No

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of SAN BERNARDINO Date: June 11, 2013

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

LIVING S & G INC

PRESIDENT: DANIEL SANCHEZ
SECRETARY: DAVID ESQUEDA

Handwritten signatures of Daniel Sanchez and David Esqueda.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION **DATE:** July 1, 2013
SECTION: ADMIN. REPORTS
ITEM NO.: 4
FILE I.D.: FIN540
DEPT.: ADMIN. SVCS.

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

BACKGROUND: Mayor Pro Tem Ruh has examined the Warrant Register dated July 1, 2013, and Payroll Documentation dated May 19, 2013; finds them to be in order; and recommends their approval.

FISCAL IMPACT: The Warrant Register dated July 1, 2013, totals \$914,211.73. The Payroll Documentation dated May 19, 2013, totals \$571,521.87, with \$399,677.82 being the total cash disbursement.

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

Prepared by: Andrea D'Inclio Reviewed and Approved by: [Signature]
Proofed by: M. Frenette Presented by: [Signature]

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 13-51 WITH THE INLAND EMPIRE
UNITED WAY TO PROVIDE CASE MANAGE-
MENT AND HEALTH PROMOTION
PROGRAMS

DATE: July 1, 2013
SECTION: AGREEMENTS
ITEM NO.: 1
FILE I.D.: HSV030
DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 13-51 accepting a grant from the Inland Empire United Way (IEUW) to provide funding for the City's Case Management and Medical Clinic Programs.

A copy of proposed Agreement No. 13-51 is attached for the City Council's review and consideration.

BACKGROUND: The Montclair Community Collaborative (MCC) is receiving funding from IEUW to assist in providing Case Management and Health Promotion Multi-Benefit Collaborative programs to members of the Montclair community. The goal of the Case Management and Health Promotion Multi-Benefit Collaborative programs is to ensure that children in the Montclair community are safe and healthy and that their families are safe, healthy, and self-sustaining. The Case Management Program is based on an empowerment model that engages parents and/or guardians to address underlying causes of family dysfunction by increasing family skills, assets, and resiliency. MCC has been awarded funds from IEUW in support of the Case Management and Health Promotion Multi-Benefit Collaborative programs since 2007.

The term of proposed Agreement No. 13-51 is July 1, 2013, through June 30, 2014.

FISCAL IMPACT: Should the City Council approve proposed Agreement No. 13-51, IEUW would award the City \$17,500 to fund Case Management and Health Promotion Multi-Benefit Collaborative programs in the Human Services Division.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 13-51 with the Inland Empire United Way to provide Case Management and Health Promotion Multi-Benefit Collaborative programs.

Prepared by:

M. Richter

Proofed by:

Christine Smiderly

Reviewed and
Approved by:

Presented by:

[Handwritten signatures]

**PLEASE SIGN & RETURN THE
ORIGINAL AGREEMENT TO IEUW.**

**INLAND EMPIRE UNITED WAY
2013-2014 PROGRAM FUNDING AGREEMENT**



I. PURPOSE

The Inland Empire United Way (consisting of board of directors, volunteers, employees, contractors), hereinafter referred to as "IEUW", and Montclair Community Collaborative (City of Montclair - fiscal agent) hereinafter referred to as "Organization" enter into this mutual Agreement, including Attachment A (Standards of Affiliation) referred to herein, for the period commencing July 1, 2013 to June 30, 2014.

II. RESPONSIBILITIES

A. The Organization agrees to:

1. Program Responsibility:
 - a. Operate programs and deliver services as set forth during the application process.
 - b. Submit proposed changes or reductions in program outcomes affected by United Way funds.
2. Fiscal Responsibility:
 - a. Use the funds only for the purposes described in the proposal, and not use the funds for any purpose prohibited by law. Also repay any portion of the funding, which is not used for the purposes described in the proposal.
 - b. To maintain books, records and documents in accordance with generally accepted accounting procedures and practice which accurately and appropriately reflect all expenditures of funds listed in the Program Budget and the Organization Budget (submitted with the funding request).
 - c. To provide evidence of adequate financial accountability and accounting procedures documented by submission of a certified audit for agency budgets of \$500,000 or more; a CPA review for agency budgets of \$100,001 - \$500,000; a CPA compilation for agency budgets of \$100,000 or less and submission of a completed IRS Form 990, with a percentage of revenue directed to management/general/fund raising expenses (including required dues payments to national organizations) of less than 25%. The required documents shall be submitted to IEUW within six (6) months of the closing of the agency's fiscal year.
 - d. That all financial records and supporting documentation shall be subject at all times to inspection, review, or audit by IEUW personnel or its duly authorized agent.
 - e. To maintain and submit, in a timely fashion, documentation and progress reports related to services provided under this agreement.
 - f. To retain all financial records, supporting documentation, statistical records, and any other documents pertinent to this Agreement for a period of three (3) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of three (3) years, all records shall be retained until resolution of audit findings.
 - g. Agency shall not assign the responsibility of this Agreement to another party or subcontract the program(s) funded under this Agreement, without prior written approval of IEUW.
3. Provide service data, demographics, and other information as requested.
4. Meet with IEUW staff to coordinate an in-house agency employee campaign for the IEUW community impact fund; participate in community campaign activities by providing campaign materials, speakers, tours and/or displays as requested.
5. Complete and submit Agency Profile, Program/Services Profile, and Sites Profile for the 2-1-1 database with, as a minimum, annual updates.
6. Complete and submit Agency Agreement and information about volunteer opportunities (as available) for the HandsOn Inland Empire website with, as a minimum, annual updates.

B. IEUW agrees to:

1. Recognize and respect the autonomy of the Organization, through its governing board, to determine its own policies and to manage its own programs.
2. Provide access to training, technical assistance and other opportunities for the purpose of the accomplishment of outcomes as set forth in this Agreement.
3. Conduct periodic evaluations/monitoring of program operations.

- C. *Both Parties agree to:*
 - 1. Keep channels of communication open for discussion of matters of common concern.
 - 2. Communicate to each other significant changes, in a timely manner throughout the year, of any circumstances or events that may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement.
 - 3. Promote effective service and efficient administration.

III. PROGRAM OUTCOMES AND ACTIVITIES

For Impact Grant Recipients Only: The Organization agrees to perform and collect data from the outcomes and activities described in the Organization's individual program applications, program logic models, and evaluation plans, and report results as requested by United Way, with a reasonable amount of advance notice.

IV. PROGRAM FUNDING

IEUW commits to provide an Impact Grant for the following program:

Case Management & Health Promotion Multi-Benefit-Collaborative Program \$17,500

V. TERMS/METHOD OF PAYMENT

Unless otherwise agreed upon, IEUW will issue monthly payments, effective July 1, 2013 through June 30, 2014, via electronic deposit for all Safety Net and Impact Grants.

VI. TERMINATION OF AGREEMENT

- A. If, at any time during the life of this Agreement, it becomes necessary to change the scope or provisions of the Agreement, the time period of the Agreement, or the conditions of the relationship between the Organization and the United Way, such changes, after being mutually negotiated and agreed upon by both parties, shall be effective when incorporated in written amendments to this Agreement.
- B. Either party may terminate this Agreement by giving written notice to the other party at any time, with termination normally to take effect at the beginning of the subsequent United Way fiscal year.
- C. Terminations to take effect at a time other than the beginning of a new United Way fiscal year must be agreed upon by both parties, or must result from a significant violation of the terms of this Agreement or United Way fundraising policies and eligibility standards.
- D. The United Way may unilaterally terminate this Agreement and funding of the Organization's program in the event of any of the following (upon written notice, to be delivered by certified mail, return receipt requested, or in person with proof of delivery):
 - 1. A clear breach of this Agreement, including all attachments.
 - 2. Determination that the program funded in whole or in part no longer provides a service appropriate for United Way support.
- E. In case of termination as set forth herein, all funding shall terminate, and any funds disbursed and not used for services rendered per the Agreement shall be refunded, by the Organization, to IEUW.
- F. The above provisions shall not limit IEUW's right to remedies at law or to damages.

VII. SUSPENSION OF FUNDS

- A. IEUW shall solely determine:
 - 1. Whether the Organization is performing its obligation satisfactorily as to the Agreement.
 - 2. The terms and conditions of funding suspension and the terms and conditions in which the Organization may qualify for full or partial restoration of funding.
 - 3. The decision whether to invoke suspension or termination of program funding.
- B. IEUW may suspend funding to a program, in whole or in part, in the event of:
 - 1. Insufficient availability of funds to IEUW;
 - 2. The Organization's failure to provide timely outcome results or the agency substantially re-defining the outcomes for this program without consulting with IEUW;
 - 3. The Organization making substantial changes to the program activities and/or ceasing to provide the program without consulting with IEUW;

4. Events and/or activities attributable to the Organization or its personnel which result in:
 - a. Negative publicity to the Organization and/or IEUW, or
 - b. Call into question the ability of the Organization to satisfactorily perform under the terms of this Agreement, or
 - c. Unsatisfactory program performance by the Organization and of its responsibilities under this Agreement, and/or
 - d. Violation of the Program Funding Agreement.

Prior to suspension of agency funding by IEUW, the Organization shall be given an opportunity to explain its position to the President & CEO of IEUW, or other person designated by the IEUW Board of Directors.

VIII. HOLD HARMLESS CLAUSE

To the extent provided by law, the Organization agrees to indemnify and hold harmless the IEUW from liability on account of any injuries, damages, omissions, commissions, actions, causes of actions, claims, suits, judgments and damages accruing, including court costs and attorney's fees, as a result of services performed or not performed, or any negligent act by the Organization or funding granted or not granted by the IEUW or any action arising out of the operation of this funding Agreement.

IX. EVALUATION REQUIREMENTS

The Organization agrees to submit evaluation reports in such format and at such times as may be prescribed by IEUW, reporting the program progress. The Organization agrees to cooperate in an on-site monitoring if such is requested by IEUW. All financial and supporting documents should be available for review at all times.

X. AGENCY ACKNOWLEDGMENT

By execution of this Agreement, Organization accepts the working relationship between IEUW and the Organization providing the program; agrees to the conditions set forth in this Agreement. In addition, the Organization acknowledges the lack of an appeals process and accepts the funding level set forth in this Agreement.

INLAND EMPIRE UNITED WAY

MONTCLAIR COMMUNITY COLLABORATIVE (CITY OF MONTCLAIR - FISCAL AGENT)



 Gregory Bradbard, President/CEO

 Marilyn Staats, Executive Manager

6/12/13

 Date

 Date



 Kenneth Barton, Board Chair

 Board Chair

6/12/13

 Date

 Date

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 13-52 WITH BILINGUAL FAMILY
COUNSELING SERVICES TO PROVIDE
CASE MANAGEMENT SERVICES

DATE: July 1, 2013

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. 13-52 with Bilingual Family Counseling Services (BFCS) to provide case management services.

A copy of proposed Agreement No. 13-52 is attached for the City Council's review and consideration.

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

MCC's efforts resulted in the City of Montclair successfully obtaining a one-year competitive grant from the Inland Empire United Way (IEUW) to fund case management services for the community. Agreement No. 13-51 with IEUW to provide funding for this program, which requires the delivery of services through subcontracts to partner agencies, is on tonight's agenda as Agreements - Item No. 1.

Proposed Agreement No. 13-52 would provide funding to BFCS, a partner agency, for the following case management services in the Montclair community:

- Provide one case manager stationed at the City of Montclair to assist families in attaining financial stability, including basic needs, sustaining safe housing, and moving toward more self-sufficient circumstances
- Ongoing supervision, training support, and evaluation of the assigned case manager

The term of proposed Agreement No. 13-52 is July 1, 2013 through June 30, 2014.

FISCAL IMPACT: BFCS would be awarded \$10,500 from the IEUW grant should the City Council approve this item.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 13-52 with Bilingual Family Counseling Services to provide case management services.

Prepared by:

M. Richter

Reviewed and
Approved by:

Proofed by:

Christine Smiderly

Presented by:

[Signature]

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

AGREEMENT FOR CONTRACTED SERVICES

THIS AGREEMENT is made and entered into this 1st day of July 2013, by and between the City of Montclair, hereinafter referred to as the "**CITY**," and Bilingual Family Counseling Services, hereinafter referred to as the "**BFCS**."

1. Services To Be Performed by BFCS.

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

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

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

2. Compensation.

(a) Except as otherwise provided in this Agreement, **CITY** agrees to compensate **BFCS** for services rendered under this Agreement for a maximum of \$10,500 based on the Scope of Work, Attachment A.

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

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

(d) **CITY** will not withhold any federal or state income tax for payment made pursuant to this Agreement. **BFCS** is hereby advised that such statement of earnings shall, if required, be provided to the Internal Revenue Service and the State Franchise Tax Board.

3. Term of Agreement.

The term of this Agreement is July 1, 2013, through June 30, 2014. Termination is pursuant to the provisions of Section 6 of this Agreement. CITY shall not be obligated to pay BFCS any additional consideration unless BFCS undertakes additional services, in which instance the consideration shall be increased as CITY and BFCS shall agree in writing.

4. Obligations of BFCS.

(a) During the term of this Agreement, BFCS agrees to diligently prosecute the work specified in the attached "Description of Services" to completion.

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

(c) BFCS shall indemnify, pay for the defense of, and hold harmless CITY and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of BFCS's negligent or willful acts and/or omissions in rendering any services hereunder. BFCS 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 BFCS or any employee and shall further indemnify, pay for the defense of, and hold harmless CITY of and from any such payment or liability arising out of or in any manner connected with BFCS's performance under this Agreement.

5. Obligations of City.

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

(b) CITY shall indemnify, pay for the defense of, and hold harmless BFCS and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CITY's negligent or willful acts and/or omissions in rendering any services hereunder.

6. Termination of Agreement.

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

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

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

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

7. General Provisions.

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

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

- (1) Increase dollar amount
- (2) Administrative changes
- (3) Suspend funding in whole or in part if there is a reduction in availability of funds from the Inland Empire United Way
- (4) Changes as required by law or the Inland Empire United Way

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

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

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

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

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

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

"BFCS"
317 F Street
Ontario, CA 91762
(909) 986-7111

By: _____
Paul M. Eaton
Mayor

By: _____
Olivia Sevilla
Executive Director

Date: _____

ATTEST:

Andrea Phillips
Acting Deputy City Clerk

Signature

Printed Name

Title

ATTACHMENT A

Scope of Work

Services to be provided:

- One case manager stationed at the City of Montclair to assist families attain financial stability including basic needs, sustaining safe housing, and moving toward more self-sufficient circumstances.
- Ongoing supervision, training support, and evaluation of the assigned case manager.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 13-55 WITH ONTARIO-MONTCLAIR SCHOOL DISTRICT TO SUPPORT OPERATION COSTS AT THE FAMILY RESOURCE CENTER	DATE: July 1, 2013
	SECTION: AGREEMENTS
	ITEM NO.: 3
	FILE I.D.: HSV044
	DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 13-55 with the Ontario-Montclair School District (OMSD) to support maintenance and operation costs for the Family Resource Center (FRC).

A copy of proposed Agreement No. 13-55 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.

Since March 2011, OMSD has been using the FRC House located at 9916 Central Avenue regularly to provide case management services, parenting classes, and counseling for students and their families. Proposed Agreement No. 13-55 would continue their use of the FRC House and would assist in paying for maintenance and operation costs.

The term of proposed Agreement No. 13-55 is August 18, 2013, through June 30, 2016.

FISCAL IMPACT: OMSD would pay a total of \$9,000 for the three-year contract time period, not to exceed \$3,000 per year. Should the City Council approve proposed Agreement No. 13-55; the funding would assist with paying for maintenance and operation costs for the FRC House.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 13-55 with OMSD to support operation costs at the Family Resource Center.

Prepared by:

U.M. Richter

Proofed by:

Christine Smidely

Reviewed and
Approved by:

Presented by:

[Handwritten signatures]

Contract No. C-134-090

**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 18th day of August 2013, 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 \$9,000 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 \$3,000 per year and no more than \$9,000 for the three year contract time period. The payments will be three times during each school year, not to exceed \$1,000 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 August 18, 2013 through June 30, 2016, 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

Signature
Paul Eaton

Printed Name

Deputy Superintendent

Title

Mayor of the City of Montclair

Title

950 West D Street
Ontario, CA 91762
(909) 418-2500

5111 Benito St.
Montclair, CA 91763
(909) 625-9453

ATTEST:

Signature
Andrea Phillips

Printed Name

Acting Deputy City Clerk

Title

Date: 7/19/2013

Date:

Date of Governing Board's Approval: July 18, 2013

Effective Dates: August 18, 2013 through June 30, 2016

END OF AGREEMENT FOR CONSULTANT SERVICES

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION
NO. 13-2993 AUTHORIZING PLACEMENT
OF LIENS ON CERTAIN PROPERTIES FOR
DELINQUENT SEWER AND TRASH CHARGES

DATE: July 1, 2013
SECTION: RESOLUTIONS
ITEM NO.: 1
FILE I.D.: STB300-17
DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: Staff has identified 242 sewer and trash accounts in the odd-numbered-month billing cycle that are more than three billing periods delinquent. Pursuant to Montclair Municipal Code Chapter 1.12, these properties are subject to lien.

BACKGROUND: Ordinance No. 02-815 authorizes the placement of liens on properties on which delinquent civil debts have accrued and makes property owners responsible for delinquent sewer and trash charges accrued after the effective date of the Ordinance (March 1, 2002) for accounts in tenants' names. Prior to the City Council's adoption of Ordinance No. 02-815, property owners were responsible for only those accounts in their own names.

The 242 liens presented for approval identify accounts that are at least 90 days delinquent.

FISCAL IMPACT: Recoverable amount is \$51,586.66 plus \$12,100.00 in lien fees, for a total of \$63,686.66.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 13-2993 authorizing placement of liens on certain properties for delinquent sewer and trash charges as listed on Exhibit A of said Resolution.

Prepared by:

Claudia Roman

Reviewed and
Approved by:

Ronald Parker

Proofed by:

Paul [Signature]

Presented by:

[Signature]

RESOLUTION NO. 13-2993

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MONTCLAIR AUTHORIZ-
ING PLACEMENT OF LIENS ON CERTAIN
PROPERTIES FOR DELINQUENT SEWER
AND TRASH ACCOUNTS**

WHEREAS, Chapter 1.12 of the Montclair Municipal Code authorizes the City to place liens on properties on which delinquent civil debts have accrued; and

WHEREAS, all owners of property in the City of Montclair were notified about the adoption of Ordinance No. 02-815 authorizing placement of liens on properties on which delinquent civil debts have accrued; and

WHEREAS, it has been determined that there are 242 sewer and/or trash accounts on which there are delinquencies in excess of 90 days; and

WHEREAS, the owners of these properties have received regular billing statements and late notices since the onset of such delinquencies; and

WHEREAS, the owners of these properties were notified on June 10, 2013, that their delinquent accounts are subject to causing a lien to be placed on their properties for settlement of such delinquencies; and

WHEREAS, the owners of these properties were again notified on June 20, 2013, and that such liens would be considered for approval by the Montclair City Council on Monday, July 1, 2013.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair approves the placement of liens on the properties and in the amounts specified in Exhibit A, entitled *Report of Delinquent Civil Debts - July 2013*, attached hereto.

BE IT FURTHER RESOLVED that the Acting Deputy City Clerk is authorized to provide the San Bernardino County Auditor/Controller-Recorder with the documents required to cause such liens to be placed.

APPROVED AND ADOPTED this XX day of XX, 2013.

Mayor

ATTEST:

Acting Deputy City Clerk

I, Andrea Phillips, Acting Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 13-2993 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, 2013, and that it was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Andrea Phillips
Acting Deputy City Clerk

Exhibit A to Resolution No. 13-2993
Report of Delinquent Civil Debts - July 2013

Street No.	Street	Account Type	Delinquency	Lien Fee	Total Lien Amount
5356	Alamitos St	Residential	206.70	50.00	256.70
5366	Alamitos St	Senior	208.73	50.00	258.73
5371	Alamitos St	Residential	206.19	50.00	256.19
5616	Alamitos St	Residential	112.69	50.00	162.69
5634	Alamitos St	Residential	138.36	50.00	188.36
4575	Allesandro St	Residential	206.08	50.00	256.08
4667	Allesandro St	Residential	207.68	50.00	257.68
9910	Amherst Av	Residential	205.70	50.00	255.70
5577	Armsley St	Residential	206.70	50.00	256.70
5136	Aspen Dr	Residential	207.68	50.00	257.68
9220	Bel Air Av	Residential	187.64	50.00	237.64
9950	Bel Air Av	Residential	140.08	50.00	190.08
9982	Bel Air Av	Residential	206.70	50.00	256.70
10009	Bel Air Av	Senior	190.57	50.00	240.57
10024	Bel Air Av	Residential	237.11	50.00	287.11
10036	Bel Air Av	Residential	232.63	50.00	282.63
4400	Benito St	Residential	180.08	50.00	230.08
4460	Benito St	Residential	206.70	50.00	256.70
5042	Benito St	Residential	246.62	50.00	296.62
5428	Benito St	Residential	104.56	50.00	154.56
9590	Benson Av	Residential	206.39	50.00	256.39
9656	Benson Av	Residential	206.70	50.00	256.70
9944	Benson Av	Residential	193.68	50.00	243.68
10032	Benson Av	Residential	206.18	50.00	256.18
4285	Berkeley St	Residential	312.48	50.00	362.48
4769	Berkeley St	Residential	237.93	50.00	287.93
4797	Berkeley St	Residential	215.56	50.00	265.56
5382	Berkeley St	Residential	206.70	50.00	256.70
5392	Berkeley St	Residential	300.25	50.00	350.25
9598	Bolton Av	Residential	207.68	50.00	257.68
9768	Bolton Av	Residential	114.70	50.00	164.70
4531	Bonnie Brae St	Residential	206.70	50.00	256.70
4541	Bonnie Brae St	Senior	207.90	50.00	257.90
5475	Bonnie Brae St	Residential	257.77	50.00	307.77
4810	Brooks St	Commercial	572.70	50.00	622.70
9815	Camarena Av	Residential	205.75	50.00	255.75
9851	Camarena Av	Residential	206.70	50.00	256.70
4853	Cambridge St	Residential	206.70	50.00	256.70
5384	Cambridge St	Senior	239.76	50.00	289.76
5438	Cambridge St	Residential	206.70	50.00	256.70
5448	Cambridge St	Residential	206.69	50.00	256.69
5458	Cambridge St	Residential	199.26	50.00	249.26
5470	Cambridge St	Residential	118.06	50.00	168.06

Street No.	Street	Account Type	Delinquency	Lien Fee	Total Lien Amount
5490	Cambridge St	Residential	215.56	50.00	265.56
5570	Cambridge St	Residential	206.69	50.00	256.69
5606	Cambridge St	Residential	206.70	50.00	256.70
5607	Cambridge St	Residential	206.70	50.00	256.70
9112	Camulos Av	Residential	206.70	50.00	256.70
9151	Camulos Av	Residential	206.70	50.00	256.70
9242	Camulos Av	Residential	100.04	50.00	150.04
9243	Camulos Av	Residential	206.70	50.00	256.70
9351	Camulos Av	Residential	1,024.19	50.00	1,074.19
9530	Camulos Av	Residential	206.44	50.00	256.44
9547	Camulos Av	Residential	206.75	50.00	256.75
9578	Camulos Av	Senior	100.15	50.00	150.15
9606	Camulos Av	Residential	206.68	50.00	256.68
9737	Camulos Av	Residential	206.70	50.00	256.70
9757	Camulos Av	Residential	206.70	50.00	256.70
9859	Camulos Av	Residential	206.66	50.00	256.66
9877	Camulos Av	Residential	232.66	50.00	282.66
10060	Camulos Av	Residential	199.48	50.00	249.48
10142	Camulos Av	Residential	114.44	50.00	164.44
9601	Carrillo Av	Residential	206.70	50.00	256.70
10067	Carrillo Av	Residential	286.80	50.00	336.80
9855	Central Av	Residential	279.66	50.00	329.66
9909	Central Av	Residential	216.49	50.00	266.49
9986	Central Av	Residential	232.66	50.00	282.66
10220	Central Av	Commercial	130.80	50.00	180.80
9795	Coalinga Av	Residential	207.68	50.00	257.68
9798	Coalinga Av	Residential	187.64	50.00	237.64
9827	Coalinga Av	Senior	182.78	50.00	232.78
9380	Columbine Av	Residential	232.65	50.00	282.65
9440	Columbine Av	Residential	206.70	50.00	256.70
9778	Columbine Av	Residential	189.08	50.00	239.08
9815	Columbine Av	Residential	204.28	50.00	254.28
9824	Columbine Av	Residential	129.72	50.00	179.72
4304	Denver St	Residential	232.66	50.00	282.66
4305	Denver St	Residential	184.04	50.00	234.04
4324	Denver St	Residential	176.70	50.00	226.70
4325	Denver St	Residential	206.44	50.00	256.44
4416	Denver St	Residential	203.95	50.00	253.95
5607	Denver St	Residential	283.94	50.00	333.94
5616	Denver St	Residential	206.70	50.00	256.70
5626	Denver St	Residential	211.49	50.00	261.49
4390	El Morado St	Residential	267.18	50.00	317.18
5168	El Morado St	Residential	207.14	50.00	257.14
5416	El Morado St	Residential	206.26	50.00	256.26
9463	Exeter Av	Residential	206.81	50.00	256.81
9567	Fremont Av	Residential	232.66	50.00	282.66

Street No.	Street	Account Type	Delinquency	Lien Fee	Total Lien Amount
9776	Fremont Av	Residential	206.44	50.00	256.44
9823	Fremont Av	Residential	206.70	50.00	256.70
9043	Geneva Av	Residential	206.44	50.00	256.44
9932	Geneva Av	Residential	206.65	50.00	256.65
9985	Geneva Av	Residential	206.68	50.00	256.68
4277	Granada St	Residential	290.08	50.00	340.08
4328	Granada St	Residential	206.70	50.00	256.70
4436	Granada St	Residential	206.69	50.00	256.69
4947	Granada St	Residential	140.13	50.00	190.13
4982	Granada St	Residential	137.80	50.00	187.80
5422	Granada St	Residential	206.52	50.00	256.52
5628	Granada St	Residential	206.70	50.00	256.70
9783	Greenwood Av	Residential	206.68	50.00	256.68
10054	Greenwood Av	Residential	145.36	50.00	195.36
4418	Harvard St	Residential	206.70	50.00	256.70
4430	Harvard St	Residential	206.70	50.00	256.70
4785	Harvard St	Residential	207.89	50.00	257.89
5141-43	Harvard St	Multi-Family	413.41	50.00	463.41
5594	Harvard St	Residential	184.04	50.00	234.04
5596	Hawthorne St	Residential	206.70	50.00	256.70
9607	Helena Av	Residential	206.69	50.00	256.69
9610	Helena Av	Residential	290.08	50.00	340.08
4581	Highland St	Residential	197.74	50.00	247.74
4864	Highland St	Residential	232.66	50.00	282.66
5044	Highland St	Residential	290.08	50.00	340.08
4370	Holt Bl	Commercial	510.89	50.00	560.89
4380	Holt Bl	Commercial	259.20	50.00	309.20
4667	Holt Bl	Commercial	195.53	50.00	245.53
5132	Holt Bl	Commercial	125.28	50.00	175.28
5120	Howard St	Multi-Family	136.18	50.00	186.18
5190	Howard St A & B	Multi-Family	471.22	50.00	521.22
4585	James St	Residential	206.70	50.00	256.70
9725	Kimberly Av	Residential	206.70	50.00	256.70
9860	Kimberly Av	Residential	106.22	50.00	156.22
5430	La Denev St	Residential	206.80	50.00	256.80
5515	La Denev St	Residential	150.29	50.00	200.29
5565	La Denev St	Residential	193.68	50.00	243.68
9025	Lindero Av	Residential	166.93	50.00	216.93
9957	Lindero Av	Residential	162.38	50.00	212.38
9958	Lindero Av	Residential	187.64	50.00	237.64
10041	Lindero Av	Residential	206.70	50.00	256.70
10086	Lindero Av	Senior	256.43	50.00	306.43
9842	Mammoth Dr	Residential	196.82	50.00	246.82
9527	Marion Av	Residential	206.70	50.00	256.70
9537	Marion Av	Residential	205.54	50.00	255.54
5121	Merle St	Multi-Family	413.41	50.00	463.41

Street No.	Street	Account Type	Delinquency	Lien Fee	Total Lien Amount
9969	Mills Av	Residential	206.81	50.00	256.81
4564	Mission Bl	Commercial	171.34	50.00	221.34
4564	Mission Bl	Commercial	171.34	50.00	221.34
4664	Mission Bl	Commercial	224.31	50.00	274.31
4780	Mission Bl	Commercial	131.64	50.00	181.64
9066	Monte Vista Av	Residential	233.76	50.00	283.76
9620	Monte Vista Av	Residential	206.51	50.00	256.51
9775	Monte Vista Av	Residential	206.69	50.00	256.69
10082	Monte Vista Av	Residential	104.04	50.00	154.04
4620	Moreno St	Residential	141.79	50.00	191.79
5082	Moreno St	Residential	206.80	50.00	256.80
4613	Olive St	Residential	131.73	50.00	181.73
4633	Olive St	Residential	102.48	50.00	152.48
4683	Olive St	Residential	110.68	50.00	160.68
4684	Olive St	Residential	836.78	50.00	886.78
4872	Olive St	Residential	206.72	50.00	256.72
4151	Orchard St	Senior	227.76	50.00	277.76
4322	Orchard St	Residential	232.66	50.00	282.66
4382	Orchard St	Residential	207.45	50.00	257.45
5690	Orchard St	Residential	206.70	50.00	256.70
5257	Palo Verde St	Senior	182.77	50.00	232.77
5415	Palo Verde St	Residential	206.70	50.00	256.70
5474	Palo Verde St	Residential	205.43	50.00	255.43
5588	Palo Verde St	Residential	284.86	50.00	334.86
5226	Phillips Bl	Residential	116.38	50.00	166.38
5246	Phillips Bl	Multi-Family	368.09	50.00	418.09
11112	Pipeline Av	Residential	194.22	50.00	244.22
9585	Poulsen Av	Residential	206.75	50.00	256.75
9935	Poulsen Av	Residential	206.70	50.00	256.70
10043	Poulsen Av	Residential	206.70	50.00	256.70
9375	Pradera Av	Multi-Family	826.16	50.00	876.16
9908	Pradera Av	Residential	137.52	50.00	187.52
10063	Pradera Av	Residential	205.91	50.00	255.91
4426	Princeton St	Residential	206.70	50.00	256.70
4869	Princeton St	Residential	290.08	50.00	340.08
5564	Princeton St	Senior	182.07	50.00	232.07
9020	Ramona Av	Residential	106.04	50.00	156.04
9060	Ramona Av	Residential	290.08	50.00	340.08
9081	Ramona Av	Residential	206.70	50.00	256.70
9136	Ramona Av	Residential	206.70	50.00	256.70
9151	Ramona Av	Residential	140.07	50.00	190.07
9223	Ramona Av	Residential	183.27	50.00	233.27
9254	Ramona Av	Residential	206.70	50.00	256.70
9539	Ramona Av	Residential	206.72	50.00	256.72
9769	Ramona Av	Residential	417.21	50.00	467.21
9352	Rose Av	Residential	165.82	50.00	215.82

Street No.	Street	Account Type	Delinquency	Lien Fee	Total Lien Amount
9414	Rose Av	Residential	206.70	50.00	256.70
9434	Rose Av	Residential	206.70	50.00	256.70
9720	Rose Av	Residential	232.66	50.00	282.66
9734	Rose Av	Residential	206.20	50.00	256.20
9780	Rose Av	Residential	184.04	50.00	234.04
9812	Rose Av	Residential	208.85	50.00	258.85
9836	Rose Av	Residential	206.02	50.00	256.02
9866	Rose Av	Senior	182.78	50.00	232.78
9912	Rose Av	Residential	175.28	50.00	225.28
9944	Rose Av	Residential	206.55	50.00	256.55
9966	Rose Av	Residential	206.70	50.00	256.70
4560	Rosewood St	Residential	206.70	50.00	256.70
4683	Rosewood St	Residential	206.70	50.00	256.70
4860	Rosewood St	Residential	102.04	50.00	152.04
5085	Rosewood St	Residential	184.04	50.00	234.04
5381	Rosewood St	Residential	205.80	50.00	255.80
5389	Rosewood St	Residential	135.45	50.00	185.45
5444	Rosewood St	Residential	125.93	50.00	175.93
4164	Rudisill St	Residential	206.70	50.00	256.70
4246	Rudisill St	Residential	225.76	50.00	275.76
4564	Rudisill St	Residential	202.94	50.00	252.94
5360	Rudisill St	Residential	232.66	50.00	282.66
5409	Rudisill St	Residential	243.82	50.00	293.82
5421	Rudisill St	Residential	232.66	50.00	282.66
4372	San Bernardino Ct	Residential	217.50	50.00	267.50
4711	San Bernardino St	Residential	206.70	50.00	256.70
5133	San Bernardino St	Residential	206.68	50.00	256.68
5445	San Bernardino St	Residential	122.30	50.00	172.30
5474	San Bernardino St	Residential	206.70	50.00	256.70
5489	San Bernardino St	Residential	238.55	50.00	288.55
4485	San Jose St	Residential	232.66	50.00	282.66
4594	San Jose St	Residential	101.14	50.00	151.14
5390	San Jose St	Residential	103.99	50.00	153.99
5422	San Jose St	Residential	217.99	50.00	267.99
4424	San Jose St #10	Residential	206.70	50.00	256.70
4424	San Jose St #12	Residential	206.70	50.00	256.70
4424	San Jose St #18	Residential	206.70	50.00	256.70
4424	San Jose St #27	Residential	206.70	50.00	256.70
4424	San Jose St #29	Residential	290.08	50.00	340.08
4630	San Jose St M	Residential	119.28	50.00	169.28
4622	San Jose St U	Residential	125.40	50.00	175.40
9946	Santa Anita Av	Residential	234.59	50.00	284.59
9820	Saratoga Av	Residential	232.62	50.00	282.62
4773	State St	Residential	109.61	50.00	159.61
9817	Sun Valley Dr	Residential	144.04	50.00	194.04
5134	Sundance Dr	Residential	190.06	50.00	240.06

Street No.	Street	Account Type	Delinquency	Lien Fee	Total Lien Amount
9617	Surrey Av	Residential	206.70	50.00	256.70
9772	Surrey Av	Residential	147.38	50.00	197.38
9793	Surrey Av	Residential	206.83	50.00	256.83
5137	Taos Dr	Residential	136.68	50.00	186.68
9532	Tudor Av	Residential	193.95	50.00	243.95
9762	Tudor Av	Residential	290.08	50.00	340.08
9824	Tudor Av	Residential	206.70	50.00	256.70
9834	Tudor Av	Residential	206.12	50.00	256.12
9831	Vail Dr	Residential	209.79	50.00	259.79
9222	Vernon Av	Residential	206.75	50.00	256.75
9231	Vernon Av	Residential	208.07	50.00	258.07
9350	Vernon Av	Residential	105.38	50.00	155.38
9912	Vernon Av	Residential	206.51	50.00	256.51
5161	Village Dr	Residential	101.44	50.00	151.44
5164	Village Dr	Residential	207.68	50.00	257.68
			51,586.66	12,100.00	63,686.66

**MINUTES OF THE REGULAR MEETING OF THE
PUBLIC WORKS COMMITTEE HELD ON THURSDAY,
MAY 16, 2013, AT 2:00 P.M. IN THE CITY
MANAGER'S OFFICE, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Chair Paulitz called the meeting to order at 2:00 p.m.

II. ROLL CALL

Present: Chair Paulitz; Committee Member Eaton; Facilities and Grounds Superintendent McGehee; Office of Public Safety/Police Chief Jones; Deputy City Manager/Director of Economic Development Staats; Director of Community Development Lustro

Absent: Public Works Director/City Engineer Hudson; Public Works Superintendent Mendez

Also Present: Project Manager Stanton

III. APPROVAL OF MINUTES

A. Minutes of the Public Works Committee Meeting of January 17, 2013

The Public Works Committee approved the minutes of the Public Works Committee meeting of January 17, 2013.

IV. PUBLIC COMMENT

None

V. TRAFFIC SAFETY/CIRCULATION ISSUES

None

VI. POLICE DEPARTMENT UPDATES/ITEMS

A. Discuss replacement of emergency call boxes in front of the two fire stations

In front of Fire Stations 1 and 2 there are call boxes that currently do not work. Director of Public Safety/Police Chief Jones met with Building Official Westerlin and determined that the call boxes are also not ADA compliant. Under the National Fire Protection Association, "A primary and a secondary means of dispatch notification shall be provided at the Emergency Response Facilities (ERF) and comply with 6.1.1, 6.1.2, and 6.1.4. A publicly accessible means for reporting alarms to the communications center shall be

provided on the exterior of the ERF." Director of Public Safety/Police Chief Jones spoke with Senior Information Technology Specialist Tankersley and they discussed installing a "Talk A Phone" which is ADA compliant. Director of Public Safety/Police Chief Jones recommends placing one in the front and back of each Fire Station. The call would go directly to the Police Department dispatch. The Fire Stations are safe havens where people can drop off babies so the phones would be needed in cases such as these or emergencies where people do not have access to a phone. They cost \$2,000 each so it would be a total of \$8,000 for both stations. One box would go at the front of the stations and the second would go in the back of the stations. The funds would have to come out of the Contingency Fund. The Committee agreed that the boxes should be installed so Director, Office of Public Safety/Police Chief Jones will prepare an Agenda Report for the City Council Meeting.

VII. COMMUNITY DEVELOPMENT DEPARTMENT PROJECT UPDATES/ITEMS

Community Development Director Lustro reported the following:

A. Separate utility connections for second dwelling units

Staff was contacted last month by a resident on Granada Street who has a legal second dwelling unit that was built in the 1980s. He would like to get a separate utility connection for the second dwelling unit. He says in the summer time his electric bill between the main dwelling unit and the second unit pushes his electric bill into tiers 4 and 5, which charge higher rates. The City's Municipal Code states that when there are accessory buildings or second units on a property, no separate utility connection will be permitted." The reason for that is that people will begin to think that their single family home is being converted to a *de facto* R2 zone. What typically happens is if there is a separate utility connection then the utility company will want to assign a separate address to the second unit and Montclair does not assign second addresses to second dwelling units. In a survey among other cities, some cities do allow second meters and some cities do not allow second meters. Cities that oppose second meters gave the same reasons as Montclair. There urgent concern about the second meter being seen as a conversion to an R2 zone. The Committee would like the Municipal Code to stay the same and not allow second meters to be placed in the second dwelling unit.

B. Omnitrans Route 61 Express Bus

Omnitrans is in the process of constructing an express bus line that would run from San Bernardino to Loma Linda. They are proposing that this would be an express line that would have less stops, run more frequently, and more effective for getting people from one place to another. The bus will be running in exclusive lanes through San Bernardino and the adjacent communities. This particular line

does not affect Montclair. This is currently under construction and supposed to open in early 2014.

Staff has been meeting with a development team that includes Omnitrans and some private consultants with the purpose of potentially constructing an express line that would extend from the Pomona Transcenter to Fontana and is proposed to come through Montclair along Holt Boulevard. Staff has had a few meetings with the group and there has been a good exchange of information. There have been several iterations of how an express bus might function through the Montclair section of Holt Boulevard. The development team is aware of staff's concerns; staff will support the express bus to run in a mixed flow situation which essentially is the same as the current Route 61 bus. The medians will not be touched and there will not be exclusive lanes because it is a built environment. Trying to add right-of-way and construct exclusive lanes will disrupt the corridor to an unreasonable degree. There currently is no funding for the project; Omnitrans is just trying to conduct preliminary work on the project right now. Omnitrans originally looked at stops at Holt Boulevard and Central Avenue and Holt Boulevard and Ramona Avenue. They have done a little more research and they may do a stop at Monte Vista Avenue and Holt Boulevard so there would be three stops within a mile. Staff does not have any objections to that; however, as the process moves forward staff will work with them to try to determine what their needs will be in regards to installing stop improvements. The purpose of having preliminary discussions with staff is that they want to bring staff on board so that way if there are any new developments that come forward in the next couple of years, the City brings the developer into the loop so they can provide input with respect to what their needs might be with regard to an express bus. Since the express bus would run about every 10 minutes along the corridor they would cut the local bus which is the current Route 61 to once an hour so essentially there would be seven buses in an hour. This should provide adequate service to the residents.

VIII. PUBLIC WORKS DEPT.-MAINTENANCE ACTIVITIES UPDATES/ITEMS

A. North side of Senior Center wood chip replacement (Added Item)

On Tuesday there was a small fire in the wood chips on the north side of the Senior Center by the walkway that leads to the patio. There are a couple of seniors that smoke cigarettes right there and throw their cigarette butts in the wood chips. The fire was traveling under the chips and it was smoking in various locations. Water was dumped on it and staff started removing chips and could not get the fire out completely so the Fire Department was called to dump a large quantity of water on it. Facilities and Grounds Superintendent McGehee is proposing to take the wood chips out and pour a concrete pad all the way to the palm tree and put a cigarette trash can there.

IX. PUBLIC WORKS DEPT. ENGINEERING DIVISION UPDATES/ITEMS

None

X. CAPITAL PROJECT UPDATES

Project Manager Stanton reported the status of the following capital improvement projects:

A. MONTE VISTA GRADE SEPARATION PROJECT

The Preliminary Environmental Study (PES) required under the federal NEPA process has been completed and approved. The PES recommended eight technical studies dealing with noise, traffic, biology, water quality, visual impact, community impacts and a few others. Seven of them have already been approved and the remaining study is a noise study which was performed about 4-5 weeks ago. Some equipment was set up in the backyard at a property on Manzanita Street and Monte Vista Avenue and some noise samples were taken and staff is just waiting on the results.

B. MONTE VISTA AVENUE WIDENING PROJECT - MISSION BOULEVARD TO HOWARD STREET

This project will widen Monte Vista Avenue on the east side between Mission Boulevard and Howard Street. The California Transportation Commission (CTC) allocated the funds on May 7, 2013, so the funds have been received to move forward with the project. Project Manager Stanton has been working with Southern California Edison, Verizon, Time Warner, and the Gas Company regarding relocation of their utilities. The residents have all been notified. There is one resident, Ms. Whitaker in particular, who has voiced her concern at a City Council meeting. Project Manager Stanton met with Ms. Whitaker yesterday and tried to explain to her the problem and showed her the neighboring houses. Her complaint is that the City is inconveniencing her because she has a shed and fences that are all built in public right-of-way. She is now willing to cooperate and allow the City to go in and modify her shed in the back.

C. NORTHWEST MONTCLAIR PAVEMENT REHABILITATION - FINAL

The project started at the beginning of the year and is now complete. This Project repaired uplifted curb, gutter, and sidewalk as well as resurfaced residential streets throughout a large portion of the northwest portion of the city. The project limits were from San Bernardino Street on the south, Mills Avenue on the west, Arrow Highway on the north, and the San Antonio channel on the east. The only downside to the entire project was after completion of the overlay on all the streets there were a few utility companies that came in and made cuts in the streets even though they were given plenty of notice prior to the project starting but there are at least

five to six new cuts since the streets have been done. Overall the streets look good and all the residents are happy with the work.

D. RAMONA AVENUE PAVEMENT REHABILITATION-MISSION BOULEVARD TO PHILLIPS BOULEVARD

This project will resurface a portion of Ramona Avenue south of Mission Boulevard to Phillips Boulevard. The work will also include some sewer repair near the intersection of Ramona Avenue and Howard Street. The project will begin next week and should last approximately four to five weeks.

E. 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 are being built. The old restrooms will be converted to storage closets. This project is currently under construction. It started just after Thanksgiving. The project is currently behind schedule. Two of the hold-ups have been ventilation for the restrooms and a backorder on the ceiling canned lights. Fortunately, the lights should arrive tomorrow. To provide ventilation for the two restrooms, some roof penetrations were going to be made, but there is not much room on the roof. Staff met with the contractor and they found a location where the vents will be exhausted. Both items will be taken care of tomorrow and next week the project should really take off. The contractor started tiling the women's restrooms today and they began to remove the floor tile in the hallway. The project should be completed in three to four weeks.

Automatic door openers will be installed for the women's restroom door in the Senior Center and it will be done in the last phase of this project.

F. CITY HALL SOUTH ENTRANCE PEDESTRIAN RAMP

This project is complete with exception to a tree that will be planted in the planter at the south entrance of City Hall. City Manager Starr and City Planner Diaz picked out a variety of Japanese Maple trees yesterday and they should be delivered next Thursday at 9:00 a.m. The tree is currently about nine feet tall and will reach about 20-25 feet tall.

XI. Cell Tower Lease (Added Item)

Deputy City Manager Staats reported that there are companies that constantly want to purchase the lease interest for cell towers from the City for a cash lump sum and in the past the Committee did not want to do it because the City would receive very little if the company purchased the lease interest. A company called SBA has 16 years left on its ground lease for Freedom Plaza. They would like to extend the ground lease for an additional 40 years under the same terms. It is a

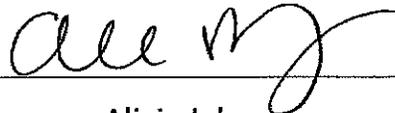
five-year renewal at a four percent annual escalation rate. They wanted to know if the City Council would consider that. The letter states by extending the lease the carrier will have the confidence to make large capital investments in their equipment. Since the lease is not due to expire for another 16 years the Committee would like to wait at least another 10 before any decisions are made on lease interest.

XII. ADJOURNMENT

The next meeting of the Public Works Committee will be at 2:00 p.m. on June 20, 2013.

At 2:40 p.m., Chair Paulitz adjourned the Public Works Committee.

Submitted for Public Works Committee approval,

A handwritten signature in cursive script, appearing to read "Alicia Johnson", written over a horizontal line.

Alicia Johnson
Transcribing Secretary

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
JUNE 17 2013, AT 8:13 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Pro Tem Ruh called the meeting to order at 8:13 p.m.

II. ROLL CALL

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

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of June 3, 2013.

Moved by City Manager Starr, seconded by Council Member Raft, and carried unanimously to approve the minutes of the Personnel Committee meeting of June 3, 2013.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

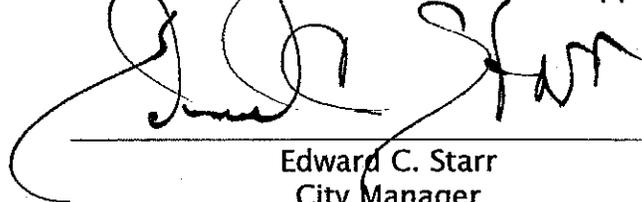
At 8:14 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 8:27 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Ruh stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 8:27 p.m., Mayor Pro Tem Ruh adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager