

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

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

June 20, 2016

7:00 p.m.

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

*The CC/SA/MHC/MHA/MCF meetings are now available in audio format on the City's website at [www.cityofmontclair.org](http://www.cityofmontclair.org) and can be accessed the day following the meeting after 10:00 a.m.*

Page No.

- I. CALL TO ORDER** – City Council (CC), Successor Agency Board of Directors (SA), Montclair Housing Corporation Board of Directors (MHC), Montclair Housing Authority Commissioners (MHA), and Montclair Community Foundation Board of Directors (MCF)

**II. INVOCATION**

*In keeping with our long-standing tradition of opening our Council meetings with an invocation, this 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 endorses any particular religious belief or form of invocation.*

**III. PLEDGE OF ALLEGIANCE**

**IV. ROLL CALL**

**V. PRESENTATIONS**

- A. Farewell Remarks from Retiring Police Chief deMoet
- B. Donation of Excess Funds from the Mayor's Prayer Luncheon to the Montclair Community Foundation for the 2016 Holiday Food and Toy Drive

**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, Montclair Housing Authority Commissioners, and Montclair Community Foundation Board of Directors (Acting Bodies). (Government Code Section 54954.3)*

*Under the provisions of the Brown Act, the Acting Bodies are prohibited from taking action on items not listed on the agenda.*

**VII. PUBLIC HEARINGS**

- A. First Reading — Introduction of Ordinance No. 16-958 Amending Section 7.16.040 and Adding Section 7.16.050 to the Montclair Municipal Code Related to the Retention of Unclaimed Property and Setting a Public Hearing for Second Reading and Adoption of Ordinance No. 16-958 on Tuesday, July 5, 2016, at 7:00 p.m. in the City Council Chambers [CC] 6
- B. Consider Adoption of Successor Agency Resolution No. 16-04 Approving Agreement No. 16-51, a Purchase and Sale Agreement Between the Successor Agency and Bill Fox Regarding the Property Generally Located in the Southeast Quadrant of Ramona Avenue and State Street [SA] 10

**VIII. CONSENT CALENDAR**

- A. Approval of Minutes
  - 1. Minutes of the Adjourned City Council Meeting of June 2, 2016 [CC]
  - 2. Minutes of the Regular Joint Council/Successor Agency Board/MHC Board/MHA Commission/MCF Board Meeting of June 6, 2016 [CC/SA/MHC/MHA/MCF]
- B. Administrative Reports
  - 1. Consider Receiving and Filing of Treasurer's Report [CC] 55
  - 2. Consider Approval of Warrant Register and Payroll Documentation [CC] 56
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  - 4. Consider Approval of Warrant Register [SA] 58
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  - 8. Consider Approval of Warrant Register [MHA] 62
  - 9. Consider Approval of the City of Montclair Capital Improvement Program for Fiscal Years 2016-2021 [CC]  
  
Consider Appropriation of Funds as Indicated in the Attached Capital Improvement Program and in the Fiscal Impact Section of this Report [CC] 63
  - 10. Consider Authorizing Staff to Advertise for Bid Proposals for the Demolition of Residential Properties Project [CC] 83
- C. Agreements
  - 1. Consider Approval of Agreement No. 16-53 with the County of San Bernardino Related to Distribution of the 2016 Justice Assistance Grant Award [CC]  
  
Consider Authorizing City Manager Starr to Sign Agreement No. 16-53 [CC] 84

2.	Consider Approval of Agreement No. 16-54 with the Claremont Police Department to Acquire Information Stored on its Automated License Plate Reader System Repository [CC]	104
3.	Consider Approval of Agreement No. 16-55 with Liebert Cassidy Whitmore for Participation in the East Inland Empire Employment Relations Consortium [CC]	107
4.	Consider Approval of Agreement No. 16-56 with Nutrition Ink to Provide Nutrition-Education Services for the City's Senior Citizen Nutrition Program [CC]	110
5.	Consider Approval of Agreement No. 16-57 with Catering Systems, Inc., to Provide Meals for the City's Senior Citizen Nutrition Program [CC]	114
6.	Consider Approval of Agreement No. 16-58 with All City Management Services, Inc., for School Crossing Guard Services [CC]	136
7.	Consider Approval of Agreement No. 16-59 with the Montclair Chamber of Commerce to Provide Services to Promote Local Economic Development [CC]	143
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2.	Consider Adoption of Resolution No. 16-3121 Establishing an Appropriations Limit for Fiscal Year 2016-17 Pursuant to Article 13-B of the California Constitution and to Section 7910 of the Government Code [CC]	151
3.	Consider Adoption of Resolution No. 16-3125 Calling and Giving Notice of the Holding of a General Municipal Election to be Held on Tuesday, November 8, 2016, for the Election of Certain Officers as Required by the Provisions of the Laws of the State of California Related to General Law Cities [CC]	
	Consider Adoption of Resolution No. 16-3126 Adopting the Regulations for Candidates for Elective Offices Pertaining to Candidates' Statements Submitted to the Voters at an Election to be Held on Tuesday, November 8, 2016 [CC]	
	Consider Adoption of Resolution No. 16-3127 Requesting the Board of Supervisors of the County of San Bernardino to Consolidate a General Municipal Election to be Held on Tuesday, November 8, 2016, with the Presidential General Election to be Held on the Same Date Pursuant to Section 10403 of the California Elections Code [CC]	153
4.	Consider Adoption of Resolution No. 16-3128 Amending the Measure I Five-Year Capital Improvement Program for Fiscal Years 2015-2016 to 2019-2020 [CC]	160
5.	Consider Adoption of Resolution No. 16-3129 Adopting the City of Montclair Fiscal Year 2016-17 Annual Budget [CC]	167
6.	Consider Adoption of Resolution No. 16-3131 Adopting the Measure I 2010-2040 Maintenance of Effort Base Year Level [CC]	169

- 7. Consider Adoption of Montclair Housing Corporation Resolution No. 16-02 Adopting the Fiscal Year 2016-17 Budget for the Montclair Housing Corporation [MHC]

**IX. PULLED CONSENT CALENDAR ITEMS**

**X. RESPONSE** - None

**XI. COMMUNICATIONS**

A. City Department Reports

- 1. Human Services Department
  - a. Summer Programs

B. City Attorney

- 1. Closed Session Pursuant to Government Code Section 54956.8 Regarding Real Property Negotiations

Property: APN 1011-012-04-0000  
10625 Monte Vista Avenue, Montclair

Negotiating Parties: City of Montclair and Delbert Darrell Foreman

Property: APN 1012-101-11-0000  
10632 Monte Vista Avenue, Montclair

Negotiating Parties: City of Montclair and Excelsior Partners, LLC

City Negotiator: Michael C. Hudson, Public Works Director

Under Negotiation: Recommendations Regarding Acquisition of Temporary Construction Easements on Subject Properties in Conjunction with the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project

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

*Camou v. Montclair*

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

*Gonzalez v. Montclair*

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

*Montclair v. Beltran*

C. City Manager/Executive Director

D. Mayor/Chairman

E. Council/SA Board/MHC Board/MHA Commissioners/MCF Board

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

1. Minutes of the Real Estate Committee Meeting of April 18, 2016 [CC] 175
2. Minutes of the Personnel Committee Meeting of June 6, 2016 [CC] 180

**XII. ADJOURNMENT OF SUCCESSOR AGENCY BOARD OF DIRECTORS, MONTCLAIR HOUSING CORPORATION BOARD OF DIRECTORS, MONTCLAIR HOUSING AUTHORITY COMMISSIONERS, AND MONTCLAIR COMMUNITY FOUNDATION BOARD OF DIRECTORS**

*(At this time, the City Council will meet in Closed Session regarding property negotiations and pending litigation.)*

**XIII. CLOSED SESSION ANNOUNCEMENTS**

**XIV. ADJOURNMENT OF CITY COUNCIL**

*The next regularly scheduled joint City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation meeting will be held on Tuesday, July 5, 2016, 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 Acting Bodies after distribution of the Agenda packet are available for public inspection in the City Clerk's Office at 5111 Benito Street, Montclair, California, between 7:00 a.m. and 6:00 p.m., Monday through Thursday.*

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office 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 M. Phillips, 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, 5111, Benito Street, Montclair, California, on June 16, 2016.*

# AGENDA REPORT

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**SUBJECT:** FIRST READING — INTRODUCTION OF ORDINANCE NO. 16-958 AMENDING SECTION 7.16.040 AND ADDING SECTION 7.16.050 TO THE MONTCLAIR MUNICIPAL CODE RELATED TO THE RETENTION OF UNCLAIMED PROPERTY AND SETTING A PUBLIC HEARING FOR SECOND READING AND ADOPTION OF ORDINANCE NO. 16-958 ON TUESDAY, JULY 5, 2016 AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS

**DATE:** June 20, 2016  
**SECTION:** PUBLIC HEARINGS  
**ITEM NO.:** A  
**FILE I.D.:** PDT360  
**DEPT.:** POLICE

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**REASON FOR CONSIDERATION:** Section 2080.4 of the California Civil Code provides the authority to the legislative body of a city to adopt an ordinance for the care, restitution, sale, and destruction of unclaimed property in the possession of the police department. In addition to sale by auction, the section allows a city to retain such property if the city determines the property is needed for public use.

Although Montclair Municipal Section 7.16.040 does allow unclaimed property to be sold at auction or transferred to certain charitable organizations, it does not allow for the retention of unclaimed property for public use. Staff recommends the Montclair Municipal Code be amended to include this option for the disposition of such property. A revision to an ordinance requires a public hearing and consideration by the City Council.

**BACKGROUND:** "Unclaimed property" means any property found by members of the Police Department or any property brought to the Police Department by others, the owner of which property is unknown. Property held as evidence, dangerous or deadly weapons, narcotics or poisonous drugs, explosives, or any property of any kind whatsoever, the possession of which is prohibited by law, is excluded from the definition. Any person who finds property valued at one hundred dollars or more, and who is unable to locate the owner, must turn the property over to the Police Department. The law enforcement agency is responsible for the secure storage and disposition of the property.

The California Civil Code provides guidance for the disposition of property in the event the owner of the property is unknown. The Civil Code provides the authority to the legislative body of any city to adopt an ordinance for the care, restitution, sale, or destruction of unclaimed property in the possession of its law enforcement agency. In addition to the destruction and sale at auction of such property, the Civil Code allows the legislative body to adopt an ordinance which allows for the retention of unclaimed property which is needed for public use.

Montclair Municipal Code Section 7.16.040 requires unclaimed property to be sold at

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Prepared by: *M. DeMoet*  
Proofed by: *Sharon B. Agajanian*

Fiscal Impact  
Finance Review: *Donald L. Parker*  
Reviewed and  
Approved By: *M. DeMoet*

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auction or destroyed if not sold. Proceeds of auction sales are deposited with the City Treasurer for credit to the General Fund. The section allows suitable unclaimed property in the form of operable bicycles and usable toys to be turned over to the probation officer, the Welfare Department of the County, or to charitable and nonprofit organizations. The section does not allow for the retention of unclaimed property for public use. Staff believes having this option available would enhance the City's ability to provide services to the community while reducing General Fund expenditures.

**FISCAL IMPACT:** Adoption Ordinance No. 16-958 would result in a positive fiscal impact to the General Fund by converting unclaimed property to public use.

**RECOMMENDATION:** Staff recommends the City Council introduce Ordinance No. 16-958 amending Section 7.16.040 and adding Section 7.16.050 to the Montclair Municipal Code related to the retention of unclaimed property for public use and set a public hearing for a second reading and adoption of Ordinance No. 16-958 on Tuesday, July 5,, 2016 at 7:00 p.m. in the City Council Chambers.

**ORDINANCE NO. 16-958**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA AMENDING SECTION 7.16.040 AND ADDING SECTION 7.16.050 TO CHAPTER 7.16 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO UNCLAIMED PROPERTY**

WHEREAS, Sections 2080, et. seq. of the California Civil Code set forth provisions governing lost and unclaimed property, including the statutory authority for a City to provide by ordinance for the sale, retention for public use, or destruction of unclaimed property;

WHEREAS, Chapter 7.16 of the Montclair Municipal Code currently sets forth the procedures to be followed concerning the sale and disposition of unclaimed property in the possession of the police department;

WHEREAS, Section 2080.4 of the California Civil Code allows a City to retain unclaimed property for public use; and

WHEREAS, it is determined to be in the best interests of the City and its residents to amend Chapter 7.16 of the Montclair Municipal Code to allow the City to retain unclaimed property for public use.

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

**SECTION I. Amendment to Code.** Section 7.16.040 of Title 7 of the Montclair Municipal Code is hereby repealed and replaced as follows:

Section 7.16.040 Disposition of property unclaimed by owner.

If, after the period of time specified in Section 7.16.030, the owner fails to redeem the unclaimed property, or if the owner fails to pay the police department's reasonable costs in the storage and care of the property as required by Section 7.16.020, the police chief shall cause such property to be transferred to the City's purchasing agent who may, in compliance with Section 2080.4 of the California Civil Code, either sell the property at public auction or retain the property for a public use; provided, however, that if the property shall consist of lost and unclaimed bicycles or toys, the purchasing agent may cause such property to be donated to one or more nonprofit tax-exempt charitable organizations which agree, in writing, to donate such property in turn to needy children of the City or county; and provided further, that if the property shall consist of money, it shall be deposited in the general fund of the City. Upon the transfer of such unclaimed property to the purchasing agent for the City, the owner of such property shall not thereafter be entitled to redeem the property.

**SECTION II. Addition to Code.** Section 7.16.050 of Title 7 of the Montclair Municipal Code is hereby added as follows:

Section 7.16.050 Disposition of funds and unsold property.

A. Proceeds of unclaimed property sold at public action. After the auction is completed, the City's purchasing agent shall deliver the proceeds of the auction to the City's finance director for deposit in the general fund of the City. No officers or employees of the City or their immediate family may bid on any property advertised and offered for sale at public auction.

B. Property unsold at public auction. Any unclaimed property advertised and offered for sale at public auction but not sold, and not suitable for appropriation to the use of the City, shall be deemed to be of no value, and shall be disposed of in a manner as may be determined by the City's purchasing agent. No such property shall be given or sold to officers or employees of the City or their immediate family.

**SECTION III. Severability.**

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

**SECTION IV. Effective Date.**

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

**SECTION V. Posting.**

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

**APPROVED AND ADOPTED** this XX day of XX, 2016.

ATTEST:

\_\_\_\_\_

Mayor

\_\_\_\_\_

Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 16-958 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2016, and finally passed not less than five (5) days thereafter on the XX day of XX, 2016, by the following vote, to-wit:

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

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Andrea M. Phillips  
Deputy City Clerk

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER ADOPTION OF SUCCESSOR AGENCY RESOLUTION NO. 16-04 APPROVING AGREEMENT NO. 16-51, A PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND BILL FOX REGARDING THE PROPERTY GENERALLY LOCATED IN THE SOUTHEAST QUADRANT OF RAMONA AVENUE AND STATE STREET	<b>DATE:</b> June 20, 2016
	<b>SECTION:</b> PUBLIC HEARINGS
	<b>ITEM NO.:</b> B
	<b>FILE I.D.:</b> SAG080
	<b>DEPT.:</b> SUCCESSOR RDA

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**REASON FOR CONSIDERATION:** In connection with the consideration of the disposition of property owned by a redevelopment agency, a noticed public hearing was conducted pursuant to Section 33431 of the Health and Safety Code. At this time, the Successor Agency is considering a proposal for the purchase of the property generally located in the southeast quadrant of Ramona Avenue and State Street was formerly owned by the City of Montclair Redevelopment Agency. Pursuant to redevelopment dissolution law, the property is now owned by the Successor Agency to the City of Montclair Redevelopment Agency and presumably may be subject to the notice requirements of Section 33431 of the Health and Safety Code.

The Successor Agency Board of Directors set Monday, June 20, 2016, as the date for a public hearing to consider Purchase and Sale Agreement No. 16-51. Copies of proposed Successor Agency Resolution No. 16-04 and Agreement No. 16-51 are attached for review and consideration by the Successor Agency Board of Directors. The property is shown on Exhibit 1 of this report.

**BACKGROUND:** The Redevelopment Dissolution Law (ABX 1 26) requires successor agencies to dispose of former redevelopment agency-owned assets as determined pursuant to a Long Range Property Management Plan (LRPMP) approved by the Department of Finance. The Successor Agency property located in the southeast quadrant of Ramona Avenue and State Street (the "Real Property") was listed as an asset on the former City of Montclair Redevelopment Agency's LRPMP slated for sale.

The Ramona Avenue property was purchased by the Redevelopment Agency in 1999 for the Ramona Avenue Grade Separation project. The property was originally 5.4 acres. A portion of that property was sold to Monte Vista Water District for use as a blending station and a portion of the site was used for the grade separation. As a consequence of the grade separation project and the sale of the land to the Monte Vista Water District, a remnant parcel of approximately 2.65 vacant acres (the Real Property) was created. The Real Property is zoned MIP Manufacturing.

The Oversight Board authorized staff to have the appraisal of the Real Property updated at its meeting conducted on July 8, 2015. Department of Finance (DOF)

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Prepared by:		Fiscal Impact Finance Review:	
Proofed by:		Reviewed and Approved By:	

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approval of the action to update the appraisal was secured and the completed appraisal was received by staff on October 6, 2015.

The Successor Agency Board of Directors and the Oversight Board requested staff issue a Request for Proposals (RFP) to determine interest in purchase and development of the Real Property. Staff issued the RFP's on November 11, 2015 with submission of responses due to the Successor Agency on January 19, 2016. Two responses to the RFP's were received. The responses to the Request for Proposals were evaluated according to criteria established in the RFP.

On March 7, 2016, the Successor Agency approved the proposal submitted by Mr. Bill Fox for disposition of the property located in the southeast quadrant of the Real Property. The Oversight Board approved the selection of the proposal submitted by Mr. Fox on March 9, 2016. The proposal submitted by Mr. Fox was determined to provide the most advantageous terms to the taxing agencies. Both bodies approved the proposal submitted by Mr. Fox (The "Buyer") subject to consideration of a Purchase and Sale Agreement between the Successor Agency and the Buyer.

Successor Agency Counsel prepared the Purchase and Sale Agreement for the Real Property and negotiations regarding the agreement, that included Counsel for the Buyer and Counsel for the Oversight Board, have been completed. The Purchase and Sale Agreement is ready for consideration by the Successor Agency Board of Directors. In order to consider the Purchase and Sale Agreement it is recommended that the Successor Agency conduct a public hearing pursuant to Section 33431 of the Health and Safety Code.

It should be noted that the action of the Successor Agency regarding Agreement No 16-51 must be approved by the Oversight Board. The Oversight Board has indicated that it is seeking a Purchase and Sale Agreement that will culminate in the construction of a project in order to maximize tax revenue for the various taxing agencies. Therefore, in keeping with this request of the Oversight Board, the Purchase and Sale Agreement includes an Option Agreement as a mechanism to incentivize the Buyer to develop improvements and thereby promote generation of tax revenue.

The more salient terms of the Purchase and Agreement include the following terms:

- The consideration to be paid by the Buyer for the purchase of the Real Property from the Successor Agency would be \$1,529,500. The Successor Agency would receive all cash for the property. The purchase price for the property represents its fair market value.
- Escrow would be opened on the date the escrow company receives a fully executed copy of the Purchase Agreement. The effective date ("Effective Date") of the Agreement would become the date both parties have executed the Purchase Agreement.
- Within three days after the Effective Date the Buyer would deliver \$5,000 to the Successor Agency as a non-refundable independent consideration. When closing occurs, a credit of \$5,000 would be applied to the purchase price based upon the payment of the independent consideration. (An independent consideration is being paid by some purchasers of property to address concerns raised by a California Supreme Court decision *Steiner v Thexton* (106

Cal.Rptr.3d 252) concerning the enforceability of certain purchase and sale agreements.)

- The closing date (“Closing Date”) under the Agreement would be the date a grant deed is recorded in favor of the Buyer. The estimated Closing Date of the purchase transaction is 210 calendar days after the Effective Date of the Agreement. During the time between the Effective Date of the Agreement and the Closing Date, the Buyer would be attempting to secure entitlements for a project which would consist of development of a concrete tilt-up building of not less than 42,300 square feet for warehouse or industrial purposes. After construction of the improvements, the project is anticipated to have an estimated market value of approximately \$5,000,000.
- It is estimated that this project would be reviewed by the Planning Commission approximately 180 days after the Effective Date of the Agreement.
- During the term of the Agreement, until the termination of the Agreement or the Closing Date, the Buyer would have the right to employ environmental consultants, at his sole cost and expense, to make onsite investigations, inspections and evaluations on the property. The Buyer would agree to indemnify and defend any claims against the Successor Agency and City resulting from the entry and access to the site for purposes of such investigations.
- The Successor Agency would be responsible for payment of all closing costs to remove any encumbrances from the Real Property, any seller’s cost of prorations, and any costs for additional services requested from escrow. The Buyer would be responsible for closing costs to include: (1) payment of the escrow holder fees, (2) title policy charges, (3) recording fees, (4) any transfer taxes, and (5) any costs for additional services requested from escrow.
- Mr. Fox may not assign his rights under the agreement without prior consent of the Successor Agency provided that Mr. Fox may assign rights, without Successor Agency consent, to a limited liability company in which Mr. Fox owns no less than fifty percent of the equity.
- As indicated, in order maximize revenue to the taxing agencies, the Oversight Board wants to see the sale of the Real Property culminate in the construction of an industrial building as zoning permits. To that end, the execution of an Option Agreement by the Buyer is a condition of closing escrow. The purpose of the Option Agreement would allow the City to purchase back the property from the Buyer, at a later date, in the event a building is not constructed or completed on the property.

The Option Agreement would grant the City an option to purchase the property back at a price equal to the purchase price paid by the Buyer plus the cost of construction of improvements made to the property through the completion of the sale to the City. The Option Agreement could be exercised by the City anytime after the date of the one year anniversary date of the “Outside Date.” The Outside Date would be 255 calendar days after the Purchase and Sale Agreement is executed by both parties. The Option Agreement would extend until the four year anniversary of the Outside Date.

- If the Buyer completes the minimum square footage building requirement and the minimum required property value requirements, the Option Agreement would be terminated by the City.

**FISCAL IMPACT:** Adoption of Resolution No. 16-04 would approve a Purchase and Sale Agreement of the Real Property. Successor Agency staff requested proposals for the sale and development of the Real Property. Two proposals were received and the proposal by Mr. Fox offered the better sales price as well as providing a more coherent proposal contemplating the development of the Real Property. In addition, the Purchase and Sale Agreement includes an option exercisable by the City as a means to incentivize development by Mr. Fox as the Buyer.

Should the Successor Agency approve the Purchase and Sale Agreement, the Oversight Board will then be requested to review the action of the Successor Agency. With the approval of the Oversight Board, the Purchase and Sale Agreement with the Buyer would be executed and escrow would be opened. The Buyer would seek entitlements from the City. With the conclusion of the entitlement process, escrow would be closed.

Upon the close of escrow, the Successor Agency would receive \$1,529,500 less any closing costs (including insurance premiums, escrow fees, recording charges and charges as may be experienced in effecting the conveyance of the Real Property). The proceeds from the sale of the property would be used to repay Redevelopment Project Area No. V Tax Allocation Bonds. If development occurs on the Real Property, additional property taxes and other revenue would become available for use by the effected taxing agencies

**RECOMMENDATION:** Staff recommends that the Successor Agency Board of Directors adopt Successor Agency Resolution No. 16-04 approving Agreement No. 16-51, a Purchase and Sale Agreement between the Successor Agency and Bill Fox regarding the property generally located in the southeast quadrant of Ramona Avenue and State Street.

**Exhibit-1**  
**Subject Site: APN 1012-141-18**



**RESOLUTION NO. 16-04**

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY APPROVING AGREEMENT NO. 16-51, A PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND BILL FOX REGARDING THE PROPERTY GENERALLY LOCATED IN THE SOUTHEAST QUADRANT OF RAMONA AVENUE AND STATE STREET**

**WHEREAS**, pursuant to AB x1 26 (the Dissolution Law”) enacted in June 2011(as amended by AB 1484 enacted in June 2012), the City of Montclair Redevelopment Agency was dissolved as of February 1, 2012, and the City of Montclair, acting in a separate limited capacity, and known as the Successor Agency to the City of Montclair Redevelopment Agency has elected to serve as the successor agency (the “Successor Agency”) to the former City of Montclair Redevelopment Agency; and

**WHEREAS**, pursuant to Health and Safety Code Section 34173(g), as added by the Dissolution Law, the Successor Agency is a separate legal entity from the City of Montclair (the City); and

**WHEREAS**, the City Council (the :”City Council”) of the City serves in a separate capacity of as the governing board of the Successor Agency; and

**WHEREAS**, the Successor Agency is charged with paying the enforceable obligations, disposing of the properties and other assets, and unwinding the affairs of the former City of Montclair Redevelopment Agency; and

**WHEREAS**, an oversight board for the Successor Agency (the Oversight Board”) was formed and functions in accordance with Health and Safety Code Section 34179; and

**WHEREAS**, the real property and other assets of the former City of Montclair Redevelopment Agency were transferred to the control of the Successor Agency as of February 1, 2012 pursuant to Health and Safety Code Section 34175(b), including approximately 5.4 vacant acres located in the southeast quadrant of Ramona Avenue and State Street (the “Property”); and

**WHEREAS**, the Successor Agency prepared a Long-Range Property Management Plan (the LRPMP”), initially approved by the Successor Agency and Oversight Board in November 2013, revised in August 2014 for consideration of approval by the Successor Agency and Oversight Board and approved by the State Department of Finance on February 12, 2015; and

**WHEREAS**, the revised LRPMP provides for the disposition of the Property through a Request for Proposal (the RFP”) process; and

**WHEREAS**, staff to the Successor Agency solicited RFP’s from interested parties and received two responses to the RFP; and

**WHEREAS**, in March 2016, the Successor Agency and Oversight Board selected the response to the RFP submitted by Mr. Bill Fox as the proposal most responsive to the RFP and requested staff to development a Purchase and Sale Agreement for consideration; and

**WHEREAS**, the proposal submitted by Mr. Fox included a higher purchase price than that of the other bid received; and

**WHEREAS**, the purchase price (the “Purchase Price”) identified by Mr. Fox (the “Purchaser”) in the response to the RFP and the price in the Purchase and Sale Agreement of \$1,529,500 represents a fair valuation under the terms and conditions specified by that certain appraisal commissioned by the Successor Agency, prepared by Integra Realty Resources dated October 14, 2015. The Successor Agency’s share of closing costs and the premium for title insurance will be paid out of a portion of the Purchase Price; and

**WHEREAS**, the Successor Agency and the Purchaser want to enter into a Purchase and Sale Agreement (the "Purchase Agreement") substantially in the form on file with the Successor Agency Secretary, whereby the Successor Agency will sell the property to Purchaser for the Purchase Price ; and

**WHEREAS**, the Purchaser proposes to construct a concrete, tilt-up building on the Property of not less than 42,300 square feet with a market value of not less than \$5,000,000 (the "Proposed Project"); and

**WHEREAS**, under the Purchase Agreement, the Purchaser must complete California Environmental Quality Act review and have the Proposed Project approved by the City of Montclair Planning Commission prior to the close of escrow; and

**WHEREAS**, the Purchaser agrees to develop the Proposed Project in accordance with such land use entitlements as the City grants for such development; and

**WHEREAS**, the Successor Agency's disposition of the Property, in a manner consistent with the Dissolution Act, the revised LRPMP, and the Purchase Agreement, will facilitate the unwinding of the dissolved Redevelopment Agency liquidating its former property in a manner aimed at maximizing property value for the benefit of the taxing entities.

**NOW, THEREFORE, BE IT RESOLVED** that the Successor Agency Board of Directors to the former City of Montclair Redevelopment Agency does hereby find, determine, and order the following:

**Section 1.** The Successor Agency hereby finds that the above Recitals are true and correct, and together with the Staff Report and other information provided by the Successor Agency staff and the public, form the basis for the findings and actions set forth in this Resolution.

**Section 2.** The Successor Agency hereby approves the sale of the property identified as APN No. 1012-141-18 located in the southeast quadrant of Ramona Avenue and State Street to Mr. Bill Fox, pursuant to the Purchase Agreement, for the value of \$1,529,500 subject to the approval of the Oversight Board.

**Section 3.** The Successor Agency Chairperson is hereby authorized to execute the Purchase and Sale Agreement, upon the approval of the Purchase and Sale Agreement by the Oversight Board, substantially in the form on file with the Successor Agency Secretary.

**Section 4.** The Successor Agency Executive Director is hereby authorized to make changes or amendments to the Agreement which will not substantially alter its form to implement the Agreement and to take other required actions to implement the deposition of the Property.

**Section 5.** The Successor Agency Executive Director is hereby authorized and directed to submit the Purchase Agreement to the Oversight Board for approval in accordance with Health and Safety Code Section 34181(a).

**APPROVED AND ADOPTED** this XX day of XX, 2016.

\_\_\_\_\_  
Chairman

**ATTEST:**

\_\_\_\_\_  
Secretary

I, Andrea M. Phillips, Secretary of the Successor Agency to the City of Montclair Redevelopment Agency, DO HEREBY CERTIFY that Resolution No. 16-04 was duly adopted by the Successor Agency to the City of Montclair Redevelopment Agency Board of Directors at a regular meeting thereof held on the XX day of XX, 2016, and that it was adopted by the following vote, to-wit:

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

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Andrea M. Phillips  
Secretary

**AGREEMENT NO. 16-51**

**PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

**SELLER:** Successor Agency to the City of Montclair  
Redevelopment Agency

**BUYER:** Bill Fox

**DATED:** \_\_\_\_\_, 2016

**(Southeast Quadrant of Ramona Avenue and State Street)**

## BASIC TERMS

Buyer: Bill Fox

Buyer's Address: Bill Fox  
450 E. Foothill Blvd.  
Pomona, CA 91767  
Tel. (909) 920-9962 Ext. 222  
Fax: (909) 624-1380

City: The City of Montclair

Closing Date (or Closing) Estimated to occur by 210 calendar days after the Effective Date, but not later than the Outside Date

Designated Improvements: A concrete, tilt-up building consisting of not less than 42,300 square feet. The Real Property, as improved by the Designated Improvements, shall have an estimated market value of not less than \$5,000,000, as further described in the Option Agreement

Disposition Deed: A grant deed in the form of Exhibit B hereto

Effective Date: \_\_\_\_\_, 2016 [the date as of which this Agreement has been signed by representatives of both parties]

Escrow Holder: Fidelity National Title, National Commercial Services  
21680 Gateway Center Drive, Suite 110  
Diamond Bar, CA 91765  
Direct: (909) 978-3019  
Fax: (909) 860-6329  
Attention: Mary Lou Adame, Escrow Officer  
Email: Marylou.adame@fnf.com  
(or another escrow holder mutually acceptable to Buyer and Seller)

Option Agreement An agreement in the form of Exhibit D hereto

Outside Date: 225 calendar days after the Effective Date

Planning Commission Contingency Date: 180 calendar days after the Effective Date

Purchase Price: One Million Five Hundred Twenty Nine Thousand Five Hundred Dollars (\$1,529,500.00)

Real Property: That property described in Exhibit A hereto; the subject property is sometimes referred to as APN 1012-141-18

Seller: Successor Agency to the City of Montclair Redevelopment Agency

Seller's Address: 5111 Benito Street  
Montclair, California 91763  
Attention: Marilyn Staats  
Tel. (909) 625-9412  
Email: mjstaats@cityofmontclair.org

Soil and Title Contingency  
Date: 60 calendar days after the Effective Date

Title Company: Fidelity National Title, National Commercial Services  
1300 Dove Street  
Newport Beach, CA 92660  
Tel: (800) 633-6467  
Direct: (949) 221-4763  
Attention: Curtis Taplin, Title Officer  
Email: ctma@fnf.com  
(or another title insurer mutually acceptable to Buyer and Seller)

Will Serve Contingency Date: 120 calendar days after the Effective Date

**PURCHASE AND SALE AGREEMENT  
AND  
JOINT ESCROW INSTRUCTIONS**

This **PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS** ("Agreement") is made and entered into as of \_\_\_\_\_, 2016 (the "Effective Date") by and between Seller and Buyer.

**RECITALS**

**A.** Seller is the fee owner of that real property which is legally described on Exhibit A attached hereto and made a part hereof (the "Real Property"). The Real Property is unimproved.

**B.** Seller has offered to sell to Buyer the Real Property described herein for the price and subject to the terms set forth below. Buyer has considered the offer by Seller and agrees to buy from Seller the Real Property, as more specifically described below.

**C.** In addition to the Purchase Price, a material consideration to Seller in agreeing to sell the Real Property to Buyer pursuant to this Agreement and but for which Seller would not have agreed to enter into this Agreement or sell the Real Property to Buyer is the assurance by Buyer to Seller that Buyer will make the Designated Improvements to the Real Property.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

**1. Purchase and Sale.** Seller hereby agrees to sell the Real Property to Buyer, and Buyer hereby agrees to purchase the Real Property from Seller, on the terms and conditions set forth in this Agreement. The term Real Property is defined collectively as the following:

(a) The fee interest in the Real Property to be conveyed by a grant deed in the form of the Disposition Deed; and

(b) All personal property, equipment, supplies, and fixtures owned by Seller and located at the Real Property.

**2. Payment of Consideration.** As consideration for the sale of the Real Property from Seller to Buyer, Buyer shall, at the Closing (as defined below), pay to Seller the Purchase Price for the Real Property. Upon payment of the Purchase Price to Seller, the disposition of such moneys by Seller is a matter with which Buyer is not concerned.

**3. Escrow and Independent Consideration.**

(a) Opening of Escrow. For the purposes of this Agreement, the escrow ("Escrow") shall be deemed opened ("Opening of Escrow") on the date that Escrow Holder receives a copy of this Agreement fully executed by Buyer and Seller. Buyer and Seller shall use their best efforts to cause the Opening of Escrow to occur on or before five (5) business days after the Effective Date. Escrow Holder shall promptly notify Buyer and Seller in writing of the date of the Opening of Escrow. Buyer and Seller agree to execute, deliver and be bound by any reasonable or

customary supplemental escrow instructions or other instruments reasonably required by Escrow Holder to consummate the transaction contemplated by this Agreement; provided, however, that no such instruments shall be inconsistent or in conflict with, amend or supersede any portion of this Agreement. If there is any conflict or inconsistency between the terms of such instruments and the terms of this Agreement, then the terms of this Agreement shall control. Without limiting the generality of the foregoing, no such instruments shall extinguish any obligations imposed by this Agreement or any other agreement between Seller and Buyer.

(b) Independent Consideration. Within three (3) days after the Effective Date, Buyer shall deliver to Seller Five Thousand and No/100 Dollars (\$5,000.00) as non-refundable independent consideration (the "Independent Consideration"). The Independent Consideration has been bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement and for the rights and privileges granted to Buyer herein, including any and all rights granted to Buyer to terminate this Agreement under the circumstances provided for herein. Notwithstanding anything to the contrary contained in this Agreement, the Independent Consideration shall be non-refundable in all events, except for: (i) Seller's default hereunder, (ii) the failure of the Oversight Board to approve the sale of the Real Property as provided under this Agreement, and (iii) actions by the California Department of Finance which prevent the disposition of the Real Property to Buyer as provided under this Agreement. If the Closing occurs, a credit shall be applied to the Purchase Price based upon payment of the Independent Consideration.

(c) Closing. For purposes of this Agreement, the "Closing" or "Closing Date" shall be the date the Disposition Deed is recorded pursuant to applicable law in the county in which the Real Property is located. Unless changed in writing by Buyer and Seller, the Closing shall occur on the Closing Date, or as soon thereafter as the conditions precedent to closing are satisfied pursuant to Sections 6 and 7 of this Agreement. The parties acknowledge that, if conditions precedent have been satisfied pursuant to Sections 6 and 7 of this Agreement prior to 210 ten calendar days after the Effective Date, the parties may proceed to a Closing that occurs prior to the 210<sup>th</sup> calendar day after the Effective Date. If the Closing has not, for any reason, occurred by the Outside Date, then either Buyer or Seller may terminate this Agreement by delivering written notice to the other at any time after the outside Closing Date; provided, however, that if either party is in default under this Agreement at the time of such termination, then such termination shall not affect the rights and remedies of the non-defaulting party against the defaulting party. Notwithstanding the foregoing portion of this Section 3, if the Closing occurs prior to delivery of a termination notice by either party, then neither party shall have the right to terminate this Agreement pursuant to this Section 3(c).

4. Seller's Delivery of Real Property and Formation Documents. Within ten (10) days after the Effective Date, Seller shall deliver to Buyer the following items (collectively, the Property Documents):

(a) Such proof of Sellers' authority and authorization to enter into this Agreement and to consummate this transaction as may be reasonably requested by Buyer and the Title Company consistent with the terms of this Agreement, including without limitation approval of the Oversight Board of the sale of the Real Property by Seller to Buyer

(b) Copies of all plans, consulting reports, permits, surveys and inspections for improvements done by the City with respect to the Real Property that constitute public records;

provided that any such information as so provided shall be provided without warranty and without any representations (including without limitation regarding accuracy, completeness or suitability).

In addition, Seller shall cause Escrow Holder to obtain and deliver to Buyer a Natural Hazard Report as provided for under Sections 1102 and 1103 of the California Civil Code (the "Natural Hazard Report") on or before the date which is five (5) days prior to the Soil and Title Contingency Date.

5. **Buyer's Right of Entry.** From and after the Opening of Escrow through the earlier to occur of the termination of this Agreement or the Closing Date, or as otherwise agreed in writing by Seller prior to the time entry is effected, Buyer and Buyer's employees, agents, consultants and contractors shall have the right to enter upon the Real Property during normal business hours, provided reasonable prior notice has been given to Seller.

(a) **Investigation of the Real Property.** In addition to the foregoing, the Buyer shall have the right, at its sole cost and expense, prior to the Closing Date, to engage its own environmental consultant (the "Environmental Consultant") to make such investigations as Buyer deems necessary or appropriate, including any "Phase 1" or "Phase 2" investigations of the Real Property. If, based upon such evaluation, inspections, tests or investigation, Buyer determines that it, in its discretion, does not wish to proceed with purchase of the Real Property based upon the condition of the Real Property, Buyer may cancel this Agreement by giving written notice of termination to Seller on or before the Closing Date which specifically references this Section 5. If Buyer does not cancel this Agreement by the time allowed under this Section 5, Buyer shall be deemed to have approved the evaluation, inspections and tests as provided herein and to have elected to proceed with this transaction on the terms and conditions of this Agreement. Seller shall be provided a copy of all reports and test results provided by Buyer's Environmental Consultant promptly after receipt by the Buyer of any such reports and test results without any representation or warranty as to their accuracy or completeness.

Buyer shall bear all costs, if any, associated with restoring the Real Property to substantially the same condition prior to its testing by or on behalf of Buyer if requested to so do by Seller but excluding any latent defects or Hazardous Materials (as defined below) discovered by Buyer during its investigation of the Real Property. Buyer agrees to indemnify, protect, defend (with counsel satisfactory to Seller) and hold Seller and the Real Property free and harmless from and against all costs, claims, losses, liabilities, damages, judgments, actions, demands, attorneys' fees or mechanic's liens arising out of or resulting from any entry or activities on the Real Property by Buyer, Buyer's agents, contractors or subcontractors and the contractors and subcontractors of such agents, but in no event shall the indemnity of this Section include the discovery of pre-existing conditions by Buyer or any such liabilities, costs, etc. arising from the negligence or willful misconduct of Seller and/or its consultants. The indemnity obligations of Buyer set forth in this Section 5(a) shall survive any termination of this Agreement or the Close of Escrow.

"Hazardous Materials" means any substance, material, or waste which is or becomes regulated by any local governmental authority, the County, the State of California, regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health

and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903) or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §6901 et seq.

(b) No Warranties as To the Real Property. The physical condition and possession of the Real Property, is and shall be delivered from Seller to Buyer in an "as is" condition, with no warranty expressed or implied by Seller, including without limitation, the presence of Hazardous Materials or the condition of the soil, its geology, the presence of known or unknown seismic faults, or the suitability of the Real Property for development purposes. In addition, Seller makes no representations, warranties or assurances concerning the Real Property, its suitability for any particular use or with regard to the approval process for entitlements as to the Real Property.

(c) Buyer Precautions after Closing. Upon and after the Closing, Buyer shall take all reasonable precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Real Property. Such precautions shall include compliance with all laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States, the state, the County, City, or any other political subdivision in which the Real Property is located, and of any other political subdivision, agency, or instrumentality exercising jurisdiction over the Real Property ("Governmental Requirements") with respect to Hazardous Materials.

## **6. Buyer's Conditions Precedent and Termination Right.**

(a) Conditions Precedent. The Closing and Buyer's obligation to consummate the purchase of the Real Property under this Agreement are subject to the timely satisfaction or written waiver of the following conditions precedent (collectively, "Buyer's Contingencies"), which are for Buyer's benefit only.

(i) Title Review. Within ten (10) calendar days after the Opening of Escrow, but in no event later than the sixtieth (60<sup>th</sup>) day after the Effective Date, Seller shall cause the Title Company to deliver to Buyer a preliminary title report (the "Report") describing the title to the Real Property, together with copies of the plotted easements and the exceptions (the "Exceptions") set forth in the Report; provided that the cost of the Report shall be borne by Seller. Seller acknowledges that the Buyer's Title Policy shall include an endorsement against the effect of any mechanics' liens; Seller will provide such indemnity or other assurances as necessary to induce the Title Company to provide such endorsement. On or before the Soil and Title Contingency Date, Buyer shall have approved in writing, in Buyer's sole discretion, any matters of title disclosed by the following (collectively, the "Title Documents"): (i) the Report; (ii) the Exceptions; (iii) the legal

description of the Real Property; (iv) the Option Agreement; and (iv) any survey Buyer desires to obtain at Buyer's sole cost and expense. Buyer shall have the same rights to approve or disapprove any exceptions to title that are not created by Buyer and that come into existence after issuance of the Report but prior to Closing. The rights set forth in the Option Agreement shall be deemed to be acceptable limitations upon title. Seller shall, on or before the Closing, remove all deeds of trust, mortgages, delinquent taxes and other monetary liens (but not the lien for any real property taxes or assessments not yet delinquent).

(ii) Buyer's Title Policy. On or before the Closing, the Title Company shall, upon payment (by Buyer) of the Title Company's premium, have agreed to issue to Buyer, a standard ALTA owner's policy of title insurance ("Buyer's Title Policy") in the amount of the Purchase Price showing fee title to the Real Property vested solely in Buyer and subject only to the (i) the standard, preprinted exceptions to Buyer's Title Policy; (ii) liens to secure payment of real estate taxes or assessments not yet delinquent; (iii) matters affecting the Real Property created by or with the written consent of Buyer; and (iv) those matters specifically approved in writing by Buyer. Buyer shall have the right, at its sole cost and expense, to obtain coverage beyond that offered by a standard ALTA policy (such as an owner's extended coverage ALTA policy); provided, however, that Buyer's ability to obtain such extended coverage shall not be a Buyer's Contingency and Buyer's obligations hereunder shall in no way be conditioned or contingent upon obtaining such extended coverage. Buyer shall have sole responsibility for obtaining, and bearing the cost of, any endorsements and for any survey or other matters required by the Title Company for such extended coverage.

In the event Buyer enters into a loan agreement to generate moneys to purchase the Real Property from Seller under this Agreement, Buyer and not Seller shall be responsible for the title insurance, closing costs and any other costs, fees or expenses in relation to Buyer obtaining such loaned moneys. The sale shall be all cash to Seller.

(iii) Physical and Legal Inspections and Studies. On or before Soil and Title the Contingency Date, Buyer shall have approved in writing, in Buyer's sole and absolute discretion, the results of any physical and legal inspections, investigations, tests and studies Buyer elects to make or obtain, including, but not limited to, investigations with regard to zoning, building codes and other governmental regulations; engineering tests; soils, seismic and geologic reports; environmental audits, inspections and studies; environmental investigation or other invasive or subsurface testing; and any other physical or legal inspections and/or investigations as Buyer may elect to make or obtain.

(iv) Natural Hazard Report. Seller shall cause the Escrow Holder to provide to Buyer prior to the Soil and Title Contingency Date the Natural Hazard Report described at Section 4 of this Agreement; provided that Buyer shall bear the cost to prepare such Natural Hazard Report.

(v) Property and Formation Documents. On or before the Soil and Title Contingency Date, Buyer shall have approved in writing, in Buyer's reasonable discretion, the terms, conditions and status of all of the Property Documents.

(vi) Delivery of Documents. Seller's delivery of all documents described in Section 8, below.

(vii) Representations and Warranties. All representations and warranties of Seller contained in this Agreement shall be materially true and correct as of the date made and as of the Closing.

(viii) Title Company Confirmation. The Title Company shall have confirmed that it is prepared to issue the Buyer's Title Policy consistent with the provisions of this Agreement.

(ix) Will Serve Letters. On or before the Will Serve Contingency Date, Buyer shall have obtained will serve approval letters as to water and other utility service availability to the Real Property.

(x) Planning Commission. On or before the Planning Commission Contingency Date, Buyer shall have obtained approval by the City Planning Commission for the development of a building consistent with that certain "Proposal for Property Purchase and Development" dated as of January 13, 2016 as made by Buyer to Seller, a copy of which is on file with the City Clerk of the City as a public record.

(xi) No Default. As of the Closing, Seller shall not be in default in the performance of any material covenant or agreement to be performed by Seller under this Agreement.

(b) Termination Right. Should any of Buyer's Contingencies not be met by the Outside Date, or if the Independent Consideration has not been delivered by Buyer to Seller by the time set forth therefor in Section 3(b), and Seller so informs Buyer, Buyer may, by written notice to Seller, terminate this Agreement. If this Agreement is so terminated, then (except to the extent expressly allocated to one party hereto by this Agreement) any escrow, title or other cancellation fees shall be paid by Buyer, unless Seller is in default hereunder, in which case Seller shall pay all such fees. If Buyer has not terminated this Agreement in writing ("Termination Notice") on or before 5:00 p.m. on the Monday preceding the scheduled Closing ("Termination Notice Deadline"), then all such Buyer's Contingencies shall be deemed to have been satisfied and this Agreement shall continue pursuant to its terms.

(c) Seller's Cure Right. Buyer shall notify Seller, in Buyer's Termination Notice, of Buyer's disapproval or conditional approval of any Title Documents. Seller shall then have the right, but not the obligation, to (i) remove from title any disapproved or conditionally approved Exception(s) (or cure such other title matters that are the basis of Buyer's disapproval or conditional approval of the Title Documents) within five (5) business days after Seller's receipt of Buyer's Termination Notice, or (ii) provide assurances reasonably satisfactory to Buyer that such Exception(s) will be removed (or other matters cured) on or before the Closing. With respect to any such Exception, it shall be sufficient for purposes hereof for Seller to commit in writing, within the applicable period, to remove such Exception at or before the Closing. Seller's failure to remove such Exception after committing to do so shall be a default hereunder. An Exception shall be deemed removed or cured if Seller furnishes Buyer with evidence that the Title Company will issue the Buyer's Title Policy, as defined herein, at the Closing deleting such Exception or providing an endorsement (at Seller's expense) reasonably satisfactory to Buyer concerning such Exception. If Seller cannot or does not remove or agree to remove any of the disapproved Exception(s) (or cure other matters) within such five (5) business day period, Buyer shall have three (3) business days after the expiration of such five (5) business day period to give Seller written notice that Buyer

elects to proceed with the purchase of the Real Property subject to the disapproved Title Document(s), it being understood that Buyer shall have no further recourse against Seller for such disapproved Title Exception(s).

7. **Seller's Conditions Precedent and Termination Right.** The Closing and Seller's obligations with respect to the transaction contemplated by this Agreement are subject to the timely satisfaction or written waiver of the following condition precedent ("Seller's Contingencies"), which are for Seller's benefit only:

(a) **Completion of Title Review.** Seller shall have received written confirmation from Buyer on or before the Soil and Title Contingency Date that Buyer has completed its review of title and that the condition of title satisfactory.

(b) **Confirmation Concerning Site.** Seller shall have received written confirmation from Buyer on or before the Soil and Title Contingency Date that Buyer has reviewed the condition of the Real Property, including without limitation concerning Hazardous Materials, zoning and suitability, and approves the condition of the Real Property.

(c) **Confirmation Regarding Buyer's Title Policy.** Seller shall have received written confirmation from Buyer on or before the Soil and Title Contingency Date that Buyer has approved a pro forma title policy.

(d) **Delivery of Documents.** Buyer's delivery of all documents described in Section 9(a), below.

Should any of Buyer's Contingencies not be met by the Outside Date and Buyer has so informed Seller, Seller may, by written notice to Buyer, terminate this Agreement. If this Agreement is so terminated, then (except to the extent expressly allocated to one party hereto by this Agreement) any escrow, title or other cancellation fees shall be paid by Buyer.

8. **Seller's Deliveries to Escrow Holder.**

(a) **Seller's Delivered Documents.** At least one (1) business day prior to the Closing Date, Seller shall deposit or cause to be deposited with Escrow Holder the following items, duly executed and, where appropriate, acknowledged ("Seller's Delivered Items");

(i) **Deed.** The Disposition Deed.

(ii) **Option Agreement.** The Option Agreement.

(iii) **FIRPTA/Tax Exemption Forms.** The Transferor's Certification of Non-Foreign Status in the form attached hereto as Exhibit C (the "FIRPTA Certificate"), together with any necessary tax withholding forms, and a duly executed California Form 593-C, as applicable (the "California Exemption Certificate").

(iv) **Hazard Disclosure Report.** Unless earlier delivered to Buyer, Seller shall cause Escrow Holder to obtain and deliver to Buyer, at Seller's cost, a Natural Hazard Report as provided for under Sections 1102 and 1103 of the California Civil Code (the "Natural Hazard Report") before the Closing.

(v) Possession of Real Property. Possession of the Real Property free of any tenancies or occupancy.

(vi) City. Such proof of Seller's authority and authorization to enter into this Agreement and to consummate this transaction as may be reasonably requested by Buyer and the Title Company which are consistent with the terms of this Agreement.

(vii) Further Documents or Items. Any other documents or items reasonably required to close the transaction contemplated by this Agreement as determined by the Title Company.

(b) Failure to Deliver. Should any of Seller's Delivered Items not be timely delivered to Escrow, Buyer may, by written notice to Seller, terminate this Agreement; provided, however, that Buyer may (but shall not be obligated to) in such notice provide Seller with five (5) business days to deliver all of Seller's Delivered Items. If Buyer's notice provides Seller such five (5) business days to deliver Seller's Delivered Items, and if Seller's Delivered Items are not delivered within such period, then this Agreement shall automatically terminate without further action or notice. In the event of any such termination, any cash deposited by Buyer shall immediately be returned to Buyer. Under no circumstances shall Buyer have any responsibility to or duty to pay consultants or real estate brokers retained by Seller, Seller being solely responsible in connection with any such contractual arrangements of Seller.

**9. Buyer's Deliveries to Escrow.** At least one (1) business day prior to the Closing Date, Buyer shall deposit or cause to be deposited with Escrow Holder the following, each duly executed and acknowledged, by Buyer as appropriate ("Buyer's Delivered Items"):

(a) Purchase Price. The Purchase Price, less the Independent Consideration theretofore paid to Seller, and such additional funds as are necessary to pay Buyer's closing costs set forth in Section 10(b) herein. In the event Seller does not qualify for an exemption from California withholding tax under Section 18662 of the California Revenue and Taxation Code, as evidenced by the delivery at Closing of the California Exemption Certificate duly executed by Seller, Title Company shall withhold three and one-third percent (3-1/3%) of the Purchase Price on behalf of Buyer for payment to the California Franchise Tax Board in accordance with Section 11(b) hereof. In the event Seller is not exempt from such withholding or does not otherwise deliver the California Exemption Certificate at Closing, Buyer shall execute and deliver three (3) originals of California Form 593 to Title Company at or immediately after Closing.

(b) Change of Ownership Report. One (1) original Preliminary Change of Ownership Report.

(c) Final Escrow Instructions. Buyer's final written escrow instructions to close escrow in accordance with the terms of this Agreement.

(d) Authority. Such proof of Buyer's authority and authorization to enter into this Agreement and to consummate the transaction contemplated hereby as may be reasonably requested by Seller or the Title Company.

(e) Further Documents or Items. Any other documents or items reasonably required to close the transaction contemplated by this Agreement as determined by the Title Company.

**10. Costs and Expenses.**

(a) Seller's Costs. If the transaction contemplated by this Agreement is consummated, then Seller shall be debited for and bear the following costs: (i) costs and charges associated with the removal of encumbrances; (ii) Seller's share of prorations; and (iii) costs, if any, allocable to Seller under this Agreement and costs for such services as Seller may additionally request that Escrow perform on its behalf (which foregoing items collectively constitute "Seller's Costs and Debited Amounts").

(b) Buyer's Costs. If the transaction contemplated by this Agreement is consummated, then Buyer shall bear the following costs and expenses: (i) the Escrow Holder's fee; (ii) Buyer's share of prorations, (iii) the premium for an owner's policy of title insurance which, at the election of Buyer, will be an ALTA owner's extended coverage policy of title insurance and the cost for any survey required in connection with the delivery of an ALTA owner's extended coverage policy of title insurance; (iv) documentary recording fees, if any; (v) documentary transfer tax, if any; (vi) costs, if any, for such services as Buyer may additionally request that Escrow perform on its behalf; and (vii) any costs associated with Buyer borrowing money in order to pay to Seller the Purchase Price (collectively, "Buyer's Costs and Debited Amounts").

(c) Generally. Each party shall bear the costs of its own attorneys, consultants, and real estate brokers in connection with the negotiation and preparation of this Agreement and the consummation of the transaction contemplated hereby. Buyer represents to Seller that Buyer and not Seller shall be solely responsible for payment in connection with services of any consultants, finders or real estate brokers engaged by Buyer in connection with the purchase of the Real Property from the Seller. Seller represents to Buyer that Seller has not engaged the services of any consultants, finders or real estate brokers in connection with the sale of the Real Property to the Buyer.

**11. Prorations; Withholding.**

(a) All revenues (if any) and expenses relating to the Real Property (including, but not limited to, property taxes, utility costs and expenses, water charges and sewer rents and refuse collection charges) shall be prorated as of the Closing Date; provided that all delinquent taxes shall be satisfied at the expense of Seller. Not less than five (5) business days prior to the Closing, Seller shall deliver to Buyer a tentative schedule of prorations for Buyer's approval (the "Proration and Expense Schedule"). If any prorations made under this Section shall require final adjustment after the Closing, then the parties shall make the appropriate adjustments promptly when accurate information becomes available and either party hereto shall be entitled to an adjustment to correct the same. Any corrected or adjustment proration shall be paid promptly in cash to the party entitled thereto.

(b) In the event Seller does not qualify for an exemption from California withholding tax under Section 18662 of the California Revenue and Taxation Code (the "Tax Code") as evidenced by the delivery to Buyer at Closing of the California Exemption Certificate duly executed by Seller, (i) Title Company shall withhold three and one-third percent (3-1/3%) of

the Purchase Price on behalf of Buyer at Closing for payment to the California Franchise Tax Board in accordance with the Tax Code, (ii) Buyer shall deliver three (3) duly executed copies of California Form 593 to Title Company at or immediately after Closing, (iii) two (2) copies of California Form 593 shall be delivered by Title Company to Seller, and (iv) on or before the 20<sup>th</sup> day of the month following the month title to the Real Property is transferred to Buyer (as evidenced by the recording of the Grant Deed), Title Company shall remit such funds withheld from the Purchase Price, together with one (1) copy of California Form 593 to the California Franchise Tax Board on behalf of Buyer. Buyer and Seller hereby appoint Title Company as a reporting entity under the Tax Code, authorized to withhold and remit the withholding tax contemplated under the Tax Code, together with such other documents required by the Tax Code (including, without limitation, California Form 593), to the California Franchise Tax Board.

**12. Closing Procedure.** When the Title Company is unconditionally prepared (subject to payment of the premium therefor) to issue the Buyer's Title Policy and all required documents and funds have been deposited with Escrow Holder, Escrow Holder shall immediately close Escrow in the manner and order provided below.

(a) **Recording.** Escrow Holder shall cause the Disposition Deed and the Option Agreement to be recorded pursuant to applicable law in the county in which the Real Property is located and obtain conformed copies thereof for distribution to Buyer and Seller.

(b) **Disburse Funds.** Escrow Holder shall debit or credit (as provided herein) all Buyer's Costs and Debited Amounts, Seller's Costs and Debited Amounts and General Expenses, prorate matters and withhold funds as provided herein. The Purchase Price, less any applicable debits or credits (as provided herein) shall be distributed by check payable to Seller unless Escrow Holder is instructed otherwise in writing signed by Seller (and, in such event, in accordance with such instructions). Escrow Holder shall disburse to City from moneys disbursed to Escrow Holder by Buyer the Building Permit Amount concurrent with Closing to be paid to an account designated by City or Seller in writing to Escrow Holder Seller authorizes Escrow Holder to request demands for payment and to make such payments from the Purchase Price (or such other funds, if any, as are advanced by Seller) to defray the cost of removing deeds of trust, liens and other encumbrances (but not for the Building Permit Amount or any other obligations of Buyer).

(c) **Documents to Seller.** Escrow Holder shall deliver to Seller a conformed copy of the Disposition Deed, the original Option Agreement, and documents, if any, recorded on behalf of any lender, as duly recorded among the official land records of the County of San Bernardino, and a copy of each other document (or copies thereof) deposited into Escrow by Buyer pursuant hereto.

(d) **Documents to Buyer.** Escrow Holder shall deliver to Buyer the original FIRPTA Certificate, the original California Exemption Certificate (as applicable), and a conformed copy of each of the Disposition Deed as duly recorded among the official land records of the County of San Bernardino, the Natural Hazard Report, a copy of the Option Agreement, and each other document (or copies thereof) deposited into Escrow by Seller pursuant hereto, including, without limitation, those documents referenced in Section 8.

(e) **Title Company.** Escrow Holder shall cause the Title Company to issue the Buyer's Title Policy to Buyer.

(f) Closing Statement. Escrow Holder shall forward to both Buyer and Seller a separate accounting of all funds received and disbursed for each party.

(g) Informational Reports. Escrow Holder shall file any information reports required by Internal Revenue Code Section 6045(e), as amended.

(h) Possession. Possession of the Real Property shall be delivered to Buyer at the Closing.

**13. Representations and Warranties.**

(a) Seller's Representations and Warranties. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Real Property, Seller makes the following representations and warranties as of the Effective Date and as of the Closing, each of which is material and is being relied upon by Buyer (and the truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder), and all of which are material inducements to Buyer to enter into this Agreement (and but for which Buyer would not have entered into this Agreement) and shall survive Closing; provided that each of the representations and warranties of Seller is based upon the information and belief of the City Manager of City:

(i) Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and, subject to the approval of the Oversight Board and, as may be applicable, the California Department of Finance, to consummate the transaction contemplated.

(ii) Subject to the approval of the Oversight Board and, as may be applicable, the California Department of Finance, all requisite action (corporate, trust, partnership or otherwise) has been taken by Seller in connection with entering into this Agreement and the instruments referenced herein; and, by the Closing, all such necessary action will have been taken to authorize the consummation of the transaction contemplated hereby.

(iii) Subject to the approval of the Oversight Board and, as may be applicable, the California Department of Finance, the individual executing this Agreement and the instruments referenced herein on behalf of Seller has the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof.

(iv) Neither the execution or delivery of this Agreement or the documents or instruments referenced herein, nor incurring the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement or the documents or instruments referenced herein or therein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, lease or other agreement or instrument to which Seller is a party or that affect the Real Property, including, but not limited to, any of the Title Documents or the Property Documents.

(v) There is no pending litigation nor, to the best of Seller's knowledge, threatened litigation, which does or will adversely affect the right of Seller to convey the Real Property. There are no claims which have been received by Seller that have not been disclosed to Buyer.

(vi) Seller has made no written or oral commitments to or agreements with any governmental authority or agency materially and adversely affecting the Real Property, or any part hereof, or any interest therein, which will survive the Closing.

(vii) There are no leases or rental agreements in effect as to the Real Property.

(viii) Seller is not in default of its obligations under any contract, agreement or instrument to which Seller is a party pertaining to the Real Property.

(ix) There are no mechanics', materialmen's or similar claims or liens presently claimed or which will be claimed against the Real Property for work performed or commenced for Seller or on Seller's behalf prior to the date of this Agreement.

(x) There are no undisclosed contracts, licenses, commitments, undertakings or other written or oral agreements for services, supplies or materials concerning the use, operation, maintenance, or management of the Real Property that will be binding upon Buyer or the Real Property after the Closing. There are no oral contracts or other oral agreements for services, supplies or materials, affecting the use, operation, maintenance or management of the Real Property.

(xi) There are not as of the Effective Date, nor will there be as of the Closing, any written or oral leases or contractual right or option to lease, purchase, or otherwise enjoy possession, rights or interest of any nature in and to the Real Property or any part thereof, and no person other than Buyer shall have any right of possession to the Real Property or any part thereof as of the Closing.

(xii) No person, excepting Seller, has possession or any rights to possession of the Real Property or portion thereof.

(b) Subsequent Changes to Seller's Representations and Warranties. If, prior to the Closing, Buyer or Seller should learn, discover or become aware of any existing or new item, fact or circumstance which renders a representation or warranty of Seller set forth herein incorrect or untrue in any respect (collectively, the "Seller Representation Matter"), then the party who has learned, discovered or become aware of such Representation Matter shall promptly give written notice thereof to the other party and Seller's representations and warranties shall be automatically limited to account for the Representation Matter. Buyer shall have the right to approve or disapprove any such change and to terminate this Agreement by written notice to Seller if Buyer reasonably disapproves any such change. If Buyer does not elect to terminate this Agreement, Seller's representation shall be qualified by such Seller Representation Matter and Seller shall have no obligation to Buyer for such Seller Representation Matter.

(c) Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Real Property, Buyer makes the following representations and warranties as of the date hereof and at and as of the Closing, each of which is material and is being relied upon by Seller (and the truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder), and all of which shall survive Closing:

(i) Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

(ii) All requisite action has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein; and, by the Closing, all such necessary action will have been taken to authorize the consummation of the transaction contemplated hereby.

(iii) The individuals executing this Agreement and the instruments referenced herein on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms and conditions hereof and thereof.

(iv) Neither the execution and delivery of this Agreement and the documents and instruments referenced herein, nor incurring the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement and the documents and instruments referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreement or instrument to which Buyer is a party or by which any of Buyer's properties are bound.

(d) Subsequent Changes to Buyer's Representations and Warranties. If, prior to the Closing, Seller or Buyer should learn, discover or become aware of any existing or new item, fact or circumstance which renders a representation or warranty of Buyer set forth herein incorrect or untrue in any respect (collectively, the "Buyer's Representation Matter"), then the party who has learned, discovered or become aware of such Buyer's Representation Matter shall promptly give written notice thereof to the other party and Buyer's representations and warranties shall be automatically limited to account for the Buyer's Representation Matter. Seller shall have the right to approve or disapprove any such change and to terminate this Agreement by written notice to Buyer if Seller reasonably disapproves any such change. If Seller does not elect to terminate this Agreement, Buyer's representation shall be qualified by such Buyer's Representation Matter and Buyer shall have no obligation to Seller for such Buyer's Representation Matter.

**14. Fair Value Price.** Each of Buyer and Seller agree and acknowledge that the Purchase Price represents a fair value price for the Real Property. At such time as Buyer makes improvements to the Real Property, the costs for planning, designing, and constructing such improvements shall be borne exclusively by the Buyer and the Buyer shall construct or cause to be constructed such improvements in compliance with all the zoning, planning and design review requirements of the Montclair Municipal Code, and all nondiscrimination, labor standard, and wage rate requirements to the extent such labor and wage requirements are applicable.

Buyer, including but not limited to its contractors and subcontractors, shall be responsible to comply with Labor Code Section 1720, et seq., if applicable, and its implementing regulations, regarding the payment of prevailing wages (the "State Prevailing Wage Law"), if applicable, and, if applicable, federal prevailing wage law ("Federal Prevailing Wage Law" and, together with State Prevailing Wage Law, "Prevailing Wage Laws") with regard to the construction of improvements to the Real Property, but only if and to the extent such sections are applicable to the development of the Real Property. Insofar as the parties are in agreement that Buyer is paying a fair market price for the Real Property, the parties understand that the payment of prevailing wages will not be required.

In any event, Buyer shall be solely responsible for determining and effectuating compliance with the Prevailing Wage Laws, neither Seller nor City makes any final representation as to the applicability or non-applicability of the Prevailing Wage Laws to improvements to the Real Property, or any part thereof. Buyer hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold each of Seller and City, and their respective officers, employees, agents and representatives, harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon Buyer's acts or omissions pertaining to the compliance with the Prevailing Wage Laws as to the Real Property. This Section 14 shall survive Closing.

**15. General Provisions.**

(a) Condemnation. If any material portion of the Real Property shall be taken or appropriated by a public or quasi-public authority exercising the power of eminent domain, Buyer shall have the right, at its option, to (i) terminate this Agreement or (ii) proceed with the purchase of the Real Property and receive all of the award or payment made in connection with such taking.

(b) Notices. All notices, demands, requests or other communications required or permitted hereunder (collectively, "Notices") shall be in writing, shall be addressed to the receiving party as provided in the Basic Terms section above, and shall be personally delivered, sent by overnight mail (Federal Express or another carrier that provides receipts for all deliveries), sent by certified mail, postage prepaid, return receipt requested, or sent by facsimile transmission (provided that a successful transmission report is received). All Notices shall be effective upon receipt at the appropriate address. Notice of change of address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice in accordance with this Section was given shall be deemed to constitute receipt of such Notice. The providing of copies of Notices to the parties' respective counsels is for information only, is not required for valid Notice and does not alone constitute Notice hereunder.

(c) Brokers. Seller assumes sole responsibility for any consultants or brokers ("Seller's Agents") it may have retained in connection with the sale of the Real Property (and Buyer shall have no responsibility in connection with such matters). Seller represents to Buyer that Seller has engaged no consultants, finders or real estate brokers in connection with the sale of the Real Property to the Buyer, and there are no brokerage commission, finder's fee or other compensation of any kind is due or owing to any person or entity in connection with this Agreement. Seller agrees to and does hereby indemnify and hold the Buyer free and harmless from and against any and all costs, liabilities or causes of action or proceedings which may be instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the Seller in connection with this Agreement. Buyer assumes sole responsibility for any consultants or brokers ("Buyer's Agents") it may have retained in connection with the purchase of the Real Property (and Seller shall have no responsibility in connection with such matters). Buyer represents to Seller that Buyer has engaged no consultants, finders or real estate brokers in connection with the sale of the Real Property to the Buyer, and there are no brokerage commission, finder's fee or other compensation of any kind is due or owing to any person or entity in connection with this Agreement. Buyer agrees to and does hereby indemnify and hold the Seller free and harmless from and against any and all costs, liabilities or causes of action or proceedings which may be instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the Buyer in connection with this Agreement.

(d) [Intentionally Omitted].

(e) Waiver, Consent and Remedies. Each provision of this Agreement to be performed by Buyer and Seller shall be deemed both a covenant and a condition and shall be a material consideration for Seller's and Buyer's performance hereunder, as appropriate, and any breach thereof by Buyer or Seller shall be deemed a material default hereunder. Either party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or continuing waiver of a preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach or provision so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement. All rights, remedies, undertakings, obligations, options, covenants, conditions and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other. Except as otherwise specified herein, either party hereto may pursue any one or more of its rights, options or remedies hereunder or may seek damages or specific performance in the event of the other party's breach hereunder, or may pursue any other remedy at law or equity, whether or not stated in this Agreement.

(f) Cooperation. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use all reasonable efforts to accomplish the Closing in accordance with the provisions hereof and, following Closing.

(g) Remedies. Without limitation as to the availability of other remedies, this Agreement may be enforced by an action for specific enforcement.

(h) Time. Time is of the essence of every provision herein contained. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which said period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday, or legal holiday, in which case the period shall be deemed to run until 5:00 p.m. of the next day that is not a Saturday, Sunday, or legal holiday. Except as otherwise expressly provided herein, all time periods expiring on a specified date or period herein shall be deemed to expire at 5:00 p.m. on such specified date or period.

(i) Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. A facsimile signature shall be deemed an original signature.

(j) Captions. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

(k) Obligations to Third Parties. City shall be deemed to be a third party beneficiary of this Agreement. Excepting only for City, the execution and delivery of this

Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties to this Agreement to, any person or entity other than the parties hereto.

(l) Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

(m) Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

(n) Applicable Law. This Agreement shall be governed by and construed in accordance with the local law of the State of California.

(o) Exhibits and Schedules. The exhibits and schedules attached hereto are incorporated herein by this reference for all purposes.

(p) Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between, and the final expression of, Buyer and Seller with respect to the subject matter hereof. The parties hereto expressly agree and confirm that this Agreement is executed without reliance on any oral or written statements, representations or promises of any kind which are not expressly contained in this Agreement. No subsequent agreement, representation or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

(q) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.

(r) Assignment. Buyer may not assign its rights under this Agreement without the prior written consent of Seller; provided, however, that Buyer may assign its rights under this Agreement to any limited liability company in which Bill Fox owns no less than fifty percent (50%) of the equity ("Permitted Assignee") without the prior written consent of Seller so long as the Permitted Assignee agrees in writing enforceable by Seller that Permitted Assignee will be deemed Buyer under this Agreement (including without limitation the attachments hereto) for all purposes and will succeed to all rights and obligations of Buyer remaining as of the date Seller receives written notice of such assignment together with evidence demonstrating agreement of the Permitted Assignee to be bound to Seller hereunder. In the event of an assignment to a Permitted Assignee which complies with the foregoing portion of this paragraph (r) of Section 15, upon notification of Seller to such effect, Bill Fox shall have no personal liability to Seller and its agents, representative or assignees as Buyer. Seller may assign its rights under this Agreement to City without the consent of Buyer; provided that (i) City shall have those rights as set forth in the Option Agreement without regard to whether any assignment of rights of the Seller takes place, (ii) Seller shall remain liable for its obligations hereunder, and (iii) the Purchase Price shall be paid to Seller.

[signatures begin on the following page]

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

**“SELLER”**

**SUCCESSOR AGENCY TO THE CITY OF  
MONTCLAIR REDEVELOPMENT AGENCY, a  
public entity, corporate and politic**

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

Paul M. Eaton  
Mayor

**“BUYER”**

**BILL FOX**

By:  \_\_\_\_\_  
Name: Bill Fox

Acceptance by Escrow Holder:

Fidelity National Title, National Commercial Services hereby acknowledges that it has received a fully executed copy of the foregoing Purchase and Sale Agreement and Joint Escrow Instructions by and between the Successor Agency to the City of Montclair Redevelopment Agency, a public entity, corporate and politic ("Seller"), and Bill Fox ("Buyer") and agrees to act as Escrow Holder thereunder and to be bound by and strictly perform the terms thereof as such terms apply to Escrow Holder.

Dated: \_\_\_\_\_, 2016

FIDELITY NATIONAL TITLE,  
NATIONAL COMMERCIAL SERVICES

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

The land referred to herein is situated in the State of California, County of San Bernardino, described as follows:

[legal description: to come].

APN: 1012-141-18

**EXHIBIT B**

**DEED**

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

Bill Fox  
450 E. Foothill Blvd.  
Pomona, CA 91767  
Attn: Bill Fox

APN: 1012-141-18

[Space above for recorder.]

DOCUMENTARY TRANSFER TAX

\$ \_\_\_\_\_  
\_\_\_\_\_ computed on the consideration or value of  
property conveyed; OR  
\_\_\_\_\_ computed on the consideration or value less  
liens or encumbrances remaining at time of sale.

\_\_\_\_\_  
Signature of Declarant or Agent determining tax - Firm  
Name

**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Successor Agency to the City of Montclair Redevelopment Agency, a public entity, corporate and politic ("Grantor"), hereby grants to [Bill Fox] that certain real property located in the County of San Bernardino, State of California, more particularly described on Attachment No. 1 attached hereto and incorporated herein by this reference (the "Property"), subject to existing easements, restrictions and covenants of record.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of \_\_\_\_\_, 201\_\_.

**SUCCESSOR AGENCY TO THE CITY OF  
MONTCLAIR REDEVELOPMENT AGENCY**

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

Name: Paul M. Eaton

Its: Mayor

**ATTACHMENT NO. 1 TO GRANT DEED**

**LEGAL DESCRIPTION**

The land referred to herein is situated in the State of California, County of San Bernardino, described as follows:

[legal description: to come].

APN: 1012-141-18

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
(Print Name of Notary Public)

personally appeared \_\_\_\_\_

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 of Notary Public

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- Individual
- Corporate Officer

\_\_\_\_\_  
 Title(s)

\_\_\_\_\_  
 Title Or Type Of Document

- Partner(s)       Limited       General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

\_\_\_\_\_  
 Number Of Pages

Signer is representing:  
 Name Of Person(s) Or Entity(ies)  
 \_\_\_\_\_

\_\_\_\_\_  
 Date Of Documents

\_\_\_\_\_  
 Signer(s) Other Than Named Above

EXHIBIT C

FIRPTA CERTIFICATE

TRANSFEROR'S CERTIFICATE OF NON-FOREIGN STATUS

To inform [Bill Fox] ("Transferee"), that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended ("Code") will not be required upon the transfer of certain real property to the Transferee by the Successor Agency to the City of Montclair Redevelopment Agency (the, "Transferor"), the undersigned hereby certifies the following:

1. The Transferor is not a foreign person or citizen, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);

2. The Transferor's social security number or U.S. employer identification number is as follows: \_\_\_\_\_.

3. The Transferor's home or office address is:

\_\_\_\_\_  
\_\_\_\_\_

The Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment or both. Under penalty of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document.

\_\_\_\_\_  
Successor Agency to the City of Montclair  
Redevelopment Agency

**EXHIBIT D**

**OPTION AGREEMENT**

**Recording Requested By  
And When Recorded Mail To:**

City of Montclair  
5111 Benito Street  
Montclair, California 91763  
Attention: Marilyn Staats



APN: 1012-14-18

Space above for Recorder's Use

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

**OPTION AGREEMENT**

This **OPTION AGREEMENT** ("Option Agreement") is entered into as of \_\_\_\_\_, 201\_, by and between the **CITY OF MONTCLAIR**, a municipal corporation ("City"), and **[BILL FOX]** (the "Owner" and, together with City, the "Parties").

**RECITALS**

A. Owner has purchased that certain real property commonly known as \_\_\_\_\_, Assessor's Parcel No. 1012-14-18, Montclair, California, 91763, and more particularly described in Exhibit "A" attached hereto and incorporated herein ("Property"), under that certain unrecorded "Purchase and Sale Agreement and Joint Escrow Instructions" dated as of \_\_\_\_\_, 2016 (the "Purchase Agreement") by and between Owner and the Successor Agency to the City of Montclair Redevelopment Agency ("Successor Agency"). A copy of the Purchase Agreement is on file with Successor Agency as a public record. The Purchase Agreement was approved by the Successor Agency and the Oversight Board to the Successor Agency to the City of Montclair Redevelopment Agency (the "Oversight Board").

B. As a material consideration but for which Successor Agency and the Oversight Board would not have approved the sale of the Property to Owner, Owner agreed in the Purchase Agreement to make certain improvements to the Property; the provision of such improvements will result in the generation of taxes to recipients of property taxes and other taxes. To assure that the Owner provides the improvements, and to provide City with rights to acquire the Property on the terms and conditions set forth herein if the Owner does not improve the Property, the Parties agreed to provide to City an option to purchase the Property from Owner on the terms and conditions set forth herein.

C. For the sum of One Dollar (\$1.00) and other valuable consideration the receipt of which is acknowledge by Owner, Owner grants to City an option to purchase the Property on the terms and conditions set forth hereinbelow. For purposes of this Option Agreement, "Property" shall also be deemed to include any and all improvements located on the real property.

**NOW, THEREFORE,** in consideration of the foregoing, and the mutual covenants and conditions contained herein, the parties hereto agree as follows:

**1. Grant of Option.** Owner grants to City an option ("Option") to purchase the Property on the terms and conditions set forth in this Option Agreement. The purchase price payable by City to the Owner for the Property shall be equal to (i) the "Purchase Price" as defined in the Purchase Agreement, plus (ii) expenditures made by Owner to unrelated third parties for construction of improvements made to the Property through the completion of the sale to City hereunder (herein, the "Acquisition Price"). Subject to the terms hereof, the Option may be exercised by City at any time on or after the date that is the one (1) year anniversary of the Outside Date (as defined under the Purchase Agreement) (the "Performance Deadline") until the date that is the four (4) year anniversary of the Outside Date (the "Option Termination Date"), but only if the Owner has failed to cause the development on the Property of a building or buildings consisting of not less than forty two thousand three hundred (42,300) square feet (the "Minimum Required Square Footage") which when combined with any other improvements to the Property have an estimated market value of not less than Five Million Dollars (\$5,000,000.00)(the "Minimum Required Value"). In the event that as of the Performance Deadline the Designated Improvements (as defined in the Purchase Agreement) have not been completed so as to satisfy each of the Minimum Required Square Footage and the Minimum Required Value, City, shall have the right, at its option, to purchase the Property for the Acquisition Price in accordance with this Option Agreement. City shall act reasonably in determining whether improvements have been accomplished which satisfy each of the Minimum Required Square Footage and the Minimum Required Value.

If City notifies Owner, at the address of record for Owner in the Purchase Agreement or such other address as Owner may provide in writing to City from time to time, that City elects to acquire the Property pursuant to this Section 1, the exercise of the Option shall be implemented as set forth in Section 3 hereof. Owner agrees to cooperate in implementing the acquisition of the Property by City under this Section 1.

In the event Owner completes the construction of Designated Improvements or otherwise improves the Property in a manner that satisfies the Minimum Required Square Footage and the Minimum Required Value before the Performance Deadline, City shall, upon receipt of a written request therefor from Owner, execute a writing which extinguishes this Option Agreement, including without limitation the Option; while it is intended that a writing to extinguish the Option Agreement

would be in recordable form, upon execution of such a writing by City, such writing shall be enforceable as to City without regard to whether such writing is recorded.

The Option created hereby shall be irrevocable by Owner and shall be binding upon the successors and assigns of Owner. City shall have the right of specific performance to enforce the terms of this Option Agreement.

**2. Term and Consideration for Option.** The term of the Option ("Option Term") shall commence on the date of this Option Agreement, and shall expire upon the Option Termination Date if not sooner extinguished pursuant to the terms hereof.

**3. Exercise of Option.** The Option may be exercised by City's delivery to Owner of written notice of such exercise ("Exercise Notice") in the event the Designated Improvements or other improvements satisfying each of the Minimum Required Square Footage and the Minimum Required Value have not been completed prior to the Performance Deadline. Following receipt of the Exercise Notice, Owner shall have the right, but not the obligation, to complete the Designated Improvements or other improvements satisfying each of the Minimum Required Square Footage and the Minimum Required Value within forty-five (45) days of receipt of such notice. If Owner completes the Designated Improvements or other improvements satisfying each of the Minimum Required Square Footage and the Minimum Required Value within such 45-day period, then this Option Agreement and the Option shall be terminated and City shall have no right pursuant to this Option Agreement to purchase the Property pursuant to the terms hereof. If Owner does not so complete the Designated Improvements or other improvements satisfying each of the Minimum Required Square Footage and the Minimum Required Value within forty-five (45) days of receipt of such notice, the Exercise Notice shall become effective on the first business day following such 45-day period.

**4. Escrow and Completion of Sale.** Within five (5) days after City has given the Exercise Notice, or as soon thereafter as reasonably practicable, an escrow shall be opened with an escrow company mutually acceptable to City and Owner for the conveyance of the Property to City. City shall deposit the Option Price in escrow not later than one (1) business day prior to the anticipated close of escrow date. City's obligation to close escrow shall be subject to City's approval of a then-current preliminary title report and, at City's option, environmental and other site testing. Any exceptions shown on such preliminary title report created on or after the Owner's acquisition of the Property shall be removed by Owner at its sole expense prior to the close of escrow pursuant to this Section 4 unless such exception(s) is(are) accepted by City in its reasonable discretion; provided, however, that City shall accept the following exceptions to title: (i) current taxes not yet delinquent, (ii) matters affecting title existing on the date of Owner's acquisition of the Property, (iii) liens and encumbrances in favor of City, and (iv) matters shown as printed exceptions in the standard form ALTA owner's policy of title insurance. The parties shall each be responsible for one-half of the escrow fees, documentary transfer taxes, recording fees and any other costs and expenses of the escrow, and, if applicable, the Owner shall be responsible for the cost of an owner's extended coverage ALTA owner's policy of title insurance. City shall have thirty (30) days after exercise of the Option to enter upon the Property to conduct any tests, inspections, investigations, or studies of the condition of the Property. Owner shall permit City access to the Property for such purposes. City shall indemnify, defend, and hold harmless Owner and its officers, directors, shareholders, partners, employees, agents, and representatives from and against all claims, liabilities, or damages, and including expert witness fees and reasonable attorney's fees and costs, caused by City's activities with respect to or arising out of such testing, inspection, or investigatory activity on the Property.

Escrow shall close promptly after acceptance by City of the condition of title and the physical and environmental condition of the Property.

**5. Failure to Exercise Option.** If the Option is not exercised by City in the manner provided in Sections 3 and 4 above on or before the Option Termination Date, the Option shall automatically terminate. Notwithstanding anything to the contrary contained in this Option Agreement, if Owner completes the Designated Improvements or otherwise improves the Property in a manner that satisfies each of the Minimum Required Square Footage and the Minimum Required Value after the Performance Deadline but before City has exercised the Option pursuant to the terms hereof, then this Option Agreement and the option shall be terminated and City shall have no right to purchase the Property by virtue of this Option Agreement.

**6. Assignment and Nomination.** City shall not assign its rights and interest hereunder without the approval of the Owner, which may be given or withheld in Owner's sole and absolute discretion, excepting that upon exercise by City of the Option, City may nominate another person or entity to acquire title to the Property, and the identity of such nominee shall not be subject to the approval of the Owner.

**7. Title.** Following the date hereof, except to secure purchase money for the acquisition of the Property by Owner under the Purchase Agreement and as necessary to fund improvements to the Property, Owner agrees not to cause, and shall use commercially reasonable efforts not to permit, any lien, easement, encumbrance or other exception to title to be recorded against the Property without City's prior written approval, such approval not to be unreasonably withheld.

**8. Representations and Warranties of Owner.** Owner hereby represents, warrants and covenants to City as follows, which representations and warranties shall survive the exercise of the Option and the Close of Escrow:

(a) that this Option Agreement and the other documents to be executed by Owner hereunder, upon execution and delivery thereof by Owner, will have been duly entered into by Owner, and will constitute legal, valid and binding obligations of Owner;

(b) neither this Option Agreement, nor anything provided to be done under this Option Agreement, violates or shall violate any contract, document, understanding, agreement or instrument to which Owner is a party or by which it is bound; and

(c) Owner shall pay, prior to delinquency, any and all real property taxes and assessments which affect the Property.

Owner agrees to indemnify, protect, defend, and hold City and the Property harmless from and against any damage, claim, liability, or expense of any kind whatsoever (including, without limitation, reasonable attorneys' fees and fees of expert witnesses) arising from or in connection with any breach of the foregoing representations, warranties and covenants. Such representations and warranties of Owner, shall be true and correct on and as of the date of this Option Agreement and on and as of the date of the Close of Escrow.

**9. Representations and Warranties of City.** City hereby represents and warrants and covenants to Owner, as follows, which representations and warranties shall survive the Close of Escrow:

(a) that this Option Agreement and the other documents to be executed by City hereunder, upon execution and delivery thereof by City, will have been duly entered into by City, and will constitute legal, valid and binding obligations of City, and

(b) neither this Option Agreement, nor anything provided to be done under this Option Agreement, violates or shall violate any contract, document, understanding, agreement or instrument to which City is a party or by which it is bound.

City agrees to indemnify, protect, defend, and hold Owner and the Property harmless from and against any damage, claim, liability, or expense of any kind whatsoever (including, without limitation, reasonable attorneys' fees and fees of expert witnesses) arising from or in connection with any breach of the foregoing representations, warranties and covenants. Such representations and warranties of City, and any other representations and warranties of City contained elsewhere in this Option Agreement shall be true and correct on and as of the date of this Option Agreement and on and as of the date of the Close of Escrow.

**10. General Provisions.**

**10.1 Paragraph Headings.** The paragraph headings used in this Option Agreement are for purposes of convenience only. They shall not be construed to limit or extend the meaning of any part of this Option Agreement.

**10.2 Notices.** Any notice, demand, approval, consent, or other communication required or desired to be given under this Option Agreement shall be in writing and shall be either personally served, sent by telecopy, mailed in the United States mails, certified, return receipt requested, postage prepaid, or sent by other commercially acceptable means, addressed to the party to be served with the copies indicated below, at the last address given by that party to the other under the provisions of this section. All communications shall be deemed delivered at the earlier of actual receipt, the next business day after deposit with Federal Express or other overnight delivery service or two (2) business days following mailing as aforesaid, or if telecopied, when sent, provided a copy is mailed or delivered as provided herein:

**To Owner:** Bill Fox  
450 E. Foothill Blvd.  
Pomona, CA 91767

**To City:** City of Montclair  
5111 Benito Street  
Montclair, California 91763  
Attention: City Clerk

**10.3 Binding Effect.** The terms, covenants and conditions of this Option Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and transferees.

**10.4 Entire Agreement.** This Option Agreement sets forth the entire agreement between the parties hereto respecting the Option, and supersedes all prior negotiations and agreements, written or oral, concerning or relating to the subject matter of this Option Agreement.

**10.5 California Law.** This Option Agreement shall be governed by the laws of the State of California and any question arising hereunder shall be construed or determined according to such laws.

**10.6 Time of the Essence.** Time is of the essence of each and every provision of this Option Agreement.

**10.7 Counterparts.** This Option Agreement may be signed by the parties hereto in duplicate counterparts which together shall constitute one and the same agreement between the parties and shall become effective at such time as both of the parties shall have signed such counterparts.

**10.8 Interpretation.** This Option Agreement shall be interpreted in a manner which recognizes the purposes set forth in the Recitals hereto.

**10.9 Relationship Between the Parties.** Seller and Buyer are not partners or joint venturers. City is not a partner or joint venturer of either Seller or Buyer.

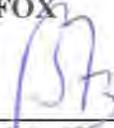
**10.10 Computation of Time.** All periods of time referred to in this Option Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time is specified as business days (which shall not include Saturdays, Sundays and state or national holidays), provided that if the date or last date to perform any act or give any notice with respect to this Option Agreement shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

**10.11 Definition of Terms.** Terms not otherwise defined in this Option Agreement are defined in the Purchase Agreement.

IN WITNESS WHEREOF, this Option Agreement is executed by the parties hereto on the date first above written.

**OWNER:**

**BILL FOX**

By:  \_\_\_\_\_  
Bill Fox

**CITY:**

**CITY OF MONTCLAIR,**  
a municipal corporation

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

ATTEST:

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

**EXHIBIT "A" TO OPTION AGREEMENT**

**LEGAL DESCRIPTION**

Real property in the City of Montclair, County of San Bernardino, State of California, described as follows:

[to come].

APN: 1012-14-18

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) SS.  
 COUNTY OF Los Angeles )  
 On May 27, 2016, before me, Megan Jena Morris, Notary Public,  
 (Print Name of Notary Public)

personally appeared Bill Fox

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.

Megan Jena Morris  
 Signature of Notary Public

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

- Individual
- Corporate Officer

\_\_\_\_\_  
 Title(s)

- Partner(s)       Limited       General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

Signer is representing:  
 Name Of Person(s) Or Entity (ies)

\_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
 Title Or Type Of Document

\_\_\_\_\_  
 Number Of Pages

\_\_\_\_\_  
 Date Of Documents

\_\_\_\_\_  
 Signer(s) Other Than Named Above

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
(Print Name of Notary Public)

personally appeared \_\_\_\_\_

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 of Notary Public

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

\_\_\_\_\_  
Title Or Type Of Document

\_\_\_\_\_  
Title(s)

- Partner(s)       Limited       General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

\_\_\_\_\_  
Number Of Pages

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
Date Of Documents

\_\_\_\_\_  
Signer(s) Other Than Named Above

## AGENDA REPORT

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

**DATE:** June 20, 2016

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 1

**FILE I.D.:** FIN520

**DEPT.:** ADMIN. SVCS.

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**REASON FOR CONSIDERATION:** The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending May 31, 2016, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Treasurer's Report for the period ending May 31, 2016.

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

**RECOMMENDATION:** Staff recommends the City Council receive and file the Treasurer's Report for the month ending May 31, 2016.

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Prepared by:

*Janet Kuelbeck*

Fiscal Impact  
Finance Review:

*Donald L. Parker*

Proofed by:

*Andrea M Phillips*

Reviewed and  
Approved By:

*Donald L. Parker*

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## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION      **DATE:** June 20, 2016  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 2  
**FILE I.D.:** FIN540  
**DEPT.:** ADMIN. SVCS.

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

**BACKGROUND:** Mayor Pro Tem Raft has examined the Warrant Register June 20, 2016, and the Payroll Documentation dated May 29, 2016, and recommends their approval.

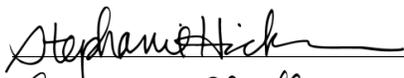
**FISCAL IMPACT:** The Warrant Register dated June 20, 2016, totals \$2,127,920.41; and the Payroll Documentation dated May 29, 2016, totals \$569,534.91 gross, with \$415,902.71 net being the total cash disbursement.

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

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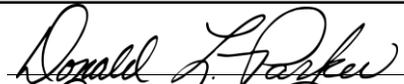
Prepared by:



Proofed by:



Fiscal Impact  
Finance Review:



Reviewed and  
Approved By:



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## AGENDA REPORT

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

**DATE:** June 20, 2016  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 3  
**FILE I.D.:** FIN510  
**DEPT.:** SUCCESSOR RDA

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**REASON FOR CONSIDERATION:** The City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending May 31, 2016, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Successor to the Redevelopment Agency Treasurer's Report for the period ending May 31, 2016.

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

**RECOMMENDATION:** Staff recommends the City Council acting as Successor to the Redevelopment Agency Board of Directors receive and file the Successor to the Redevelopment Agency Treasurer's Report for the month ending May 31, 2016.

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Prepared by:

*Michael Piotrowski*

Fiscal Impact  
Finance Review:

*Donald L. Parker*

Proofed by:

*Andrea M. Phillips*

Reviewed and  
Approved By:

*Donald L. Parker*

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# AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF WARRANT REGISTER    **DATE:** June 20, 2016  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 4  
**FILE I.D.:** FIN530  
**DEPT.:** SUCCESSOR RDA

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**REASON FOR CONSIDERATION:** The City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Warrant Register for the month ending May 31, 2016, pursuant to state law.

**BACKGROUND:** Vice Chairperson Raft has examined the Successor to the Redevelopment Agency Warrant Register dated 05.01.16-05.31.16 in the amounts of \$20,870.15 for the Combined Operating Fund; \$0.00 for the Redevelopment Obligation Retirement Funds and finds it to be in order.

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

**RECOMMENDATION:** Vice Chairperson Raft recommends the City Council as Successor to the Redevelopment Agency Board of Directors approve the Successor to the Redevelopment Agency Warrant Register for the period ending May 31, 2016.

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Prepared by:	<u>Michael Piotrowski</u>	Fiscal Impact Finance Review:	<u>Donald L. Parker</u>
Proofed by:	<u>Andrea M Phillips</u>	Reviewed and Approved By:	<u>Donald L. Parker</u>

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## AGENDA REPORT

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

**DATE:** June 20, 2016  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 5  
**FILE I.D.:** FIN525  
**DEPT.:** MHC

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**REASON FOR CONSIDERATION:** The Montclair Housing Corporation Board of Directors is requested to receive and file the Montclair Housing Corporation Treasurer's Report for the month ending May 31, 2016, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Treasurer's Report for the period ending May 31, 2016.

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

**RECOMMENDATION:** Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending May 31, 2016.

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Prepared by:

*Michael Piotrowski*

Fiscal Impact  
Finance Review:

*Donald L. Parker*

Proofed by:

*Andrea M Phillips*

Reviewed and  
Approved By:

*Donald L. Parker*

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## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF WARRANT REGISTER    **DATE:** June 20, 2016  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 6  
**FILE I.D.:** FIN545  
**DEPT.:** MHC

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**REASON FOR CONSIDERATION:** The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending May 31, 2016, pursuant to state law.

**BACKGROUND:** Vice Chairperson Raft has examined the Warrant Register dated 05.01.16-05.31.16 in the amount of \$46,412.13 for the Montclair Housing Corporation and finds it to be in order.

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

**RECOMMENDATION:** Vice Chairperson Raft recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending May 31, 2016.

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Prepared by:	<u>Michael Piotrowski</u>	Fiscal Impact Finance Review:	<u>Donald L. Parker</u>
Proofed by:	<u>Andrea M Phillips</u>	Reviewed and Approved By:	<u>Donald L. Parker</u>

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## AGENDA REPORT

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

**DATE:** June 20, 2016  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 7  
**FILE I.D.:** FIN525  
**DEPT.:** MHA

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**REASON FOR CONSIDERATION:** The Montclair Housing Authority Board of Directors is requested to receive and file the Montclair Housing Authority Treasurer's Report for the month ending May 31, 2016, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Treasurer's Report for the period ending May 31, 2016.

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

**RECOMMENDATION:** Staff recommends the Montclair Housing Authority Board of Directors receive and file the Treasurer's Report for the month ending May 31, 2016.

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Prepared by:

*Michael Piotrowski*

Fiscal Impact  
Finance Review:

*Donald L. Parker*

Proofed by:

*Andrea M Phillips*

Reviewed and  
Approved By:

*Donald L. Parker*

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## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF WARRANT REGISTER    **DATE:** June 20, 2016  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 8  
**FILE I.D.:** FIN545  
**DEPT.:** MHA

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**REASON FOR CONSIDERATION:** The Montclair Housing Authority Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending May 31, 2016, pursuant to state law.

**BACKGROUND:** Vice Chairperson Raft has examined the Warrant Register dated 05.01.16–05.31.16 in the amount of \$0.00 for the Montclair Housing Authority and finds it to be in order.

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

**RECOMMENDATION:** Vice Chairperson Raft recommends the Montclair Housing Authority Board of Directors approve the Warrant Register for the period ending May 31, 2016.

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Prepared by:	<u>Michael Piotrowski</u>	Fiscal Impact Finance Review:	<u>Donald L. Parker</u>
Proofed by:	<u>Andrea M Phillips</u>	Reviewed and Approved By:	<u>Donald L. Parker</u>

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# AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF THE CITY OF MONTCLAIR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2016-2021  
CONSIDER APPROPRIATION OF FUNDS AS INDICATED IN THE ATTACHED CAPITAL IMPROVEMENT PROGRAM AND IN THE FISCAL IMPACT SECTION OF THIS REPORT

**DATE:** June 20, 2016  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 9  
**FILE I.D.:** FIN285  
**DEPT.:** PUBLIC WORKS

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**REASON FOR CONSIDERATION:** The City Council is asked to consider approving the City of Montclair Capital Improvement Program for Fiscal Years 2016-2017 through 2020-2021 and funding for Fiscal Years 2016-2017. Adopting a Capital Improvement Program provides assurance that long-range Capital project objectives will receive proper consideration and that financing will be available as authorized.

**BACKGROUND:** The Capital Improvement Program (CIP) is presented to the City Council on an annual basis with appropriations made for the first year of the program. On June 15, 2015, the City adopted a five year CIP for Fiscal Years 2015-2016 through 2019-2020, and appropriated funds for projects identified for Fiscal Year 2015-2016. The proposed CIP attached to this City Council report is for Fiscal Years 2016-2017 through 2020-2021 with funding for Fiscal Years 2016-2017. It notes projects with previous funding, projects with additional funding for the current fiscal year, and projects for which funding is expected to be requested in future years.

The CIP has been reviewed by the Public Works Committee with recommendation for approval and is scheduled to be reviewed for consistency with the General Plan by the Planning Commission on June 27, 2016.

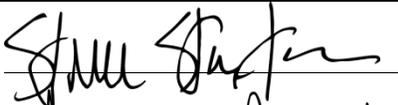
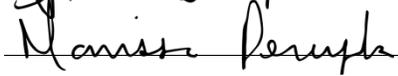
The CIP worksheets are attached. All projects identify funding sources and require Fiscal Year appropriations per fiscal year. A status summary of projects from prior years is also attached.

**FISCAL IMPACT:** The City Council's approval of the Capital Improvement Program for Fiscal Years 2016-2017 through 2020-2021 would have a minor impact on the General Fund, with two projects totaling \$20,000 of appropriation. The CIP worksheets include project cost estimates and funding sources.

The table on the following page lists the appropriations required as part of this CIP, along with the funds from which the appropriations would come.

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Prepared by:		Fiscal Impact Finance Review:	
Proofed by:		Reviewed and Approved By:	

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**SUMMARY OF 2016/17 TO 2020/21 CAPITAL IMPROVEMENT PROGRAM**

<b>2016-2017 Projects</b>	<b>Year</b>	<b>Appropriation</b>	<b>Funding Source</b>
4700-4900 San Bernardino St./Harvard St. Alley Improvement Project	16/17	\$180,000	CDBG
Reeder Citrus Ranch Roof Replacement Project	16/17	\$60,000	CDBG
9100-9200 Mills Ave. Alley Improvement Project	16/17	\$120,000	2014 Lease Revenue Bond Proceeds
Demolition of Residential Property -C.O.M.	16/17	\$60,000	2014 LRBP/Park Development Funds
City Hall Renovation	16/17	\$650,000	2014 Lease Revenue Bond Proceeds
Orchard Street Rehabilitation Project	16/17	\$2,000,000	2014 Lease Revenue Bond Proceeds
San Bernardino Street Rehabilitation Project	16/17	\$2,500,000	2014 Lease Revenue Bond Proceeds
Central Ave. Street Rehabilitation Project Zone 1-2	16/17	\$2,000,000	2014 Lease Revenue Bond Proceeds
Central Ave. Street Rehabilitation Project Zone 3-4	16/17	\$5,000,000	2014 Lease Revenue Bond Proceeds
Zone 3 Res. Central Montclair Street Rehabilitation Project	16/17	\$1,200,000	2014 Lease Revenue Bond Proceeds
Zone 3 Res. Western Montclair Street Rehabilitation Project	16/17	\$2,000,000	2014 Lease Revenue Bond Proceeds

<b>Future Projects</b>	<b>Year</b>	<b>Est. Cost</b>	<b>Fund</b>
North Montclair Downtown Specific Plan Street Improvements	17/18	\$15,000,000	2014 LRBP /Successor Agency Bonds
Central Avenue/I-10 Freeway Landscape Improvements	17/18	\$800,000	Successor Agency Tax Exempt Bonds
Zone 4 Res. Western Montclair Street Rehab Project Phase 1	18/19	\$1,250,000	Unfunded
Zone 4 Res. Western Montclair Street Rehab Project Phase 2	18/19	\$1,600,000	Unfunded
Zone 4 Res. Western Montclair Street Rehab Project Phase 3	19/20	\$750,000	Unfunded
Zone 5 Res. Western Montclair Street Rehabilitation Project	20/21	\$500,000	Unfunded

**STATUS OF PROJECTS FROM PRIOR YEARS CAPITAL IMPROVEMENT PROGRAM**

<b>Project</b>	<b>Project Year</b>	<b>Cost</b>	<b>Status</b>
Monte Vista Avenue Grade Separation		\$17,221.600	Awaiting plans and specs approval from Caltrans
Recreation Center Fitness Center	15/16	\$250,400	Under Construction
Central Avenue / San Bernardino St. Traffic Signal Upgrade	15/16	\$206,906	Complete
Central Ave. Undergrounding	15/16	\$370,000	Under Utility Design
Eastern Zone 3 Residential Street Rehabilitation	15/16	\$1,207,496	Under Construction
Streetlight Replacement Program-North Montclair	Multiple	\$105,000	Not started
Sidewalk Inlay Project- 1911 Act	*	*	*

\*The Sidewalk Inlay Project is a placeholder for projects that may develop during the course of any given year. Last year, the City Council approved a proposal to use the Improvement Act of 1911 as a means by which property owners could petition for sidewalk improvements while agreeing to pay a portion of the costs. Two property owners have expressed interest in circulating petitions for this work. Should there be enough interest, staff will bring the petition to the City Council as a public hearing item along with a recommendation for a funding source.

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

1. Approve the City of Montclair Capital Improvement Program for Fiscal Years 2016-2017.
2. Appropriate funds as indicated in the attached Capital Improvement Program and in the fiscal impact section of this report.

# Infrastructure Fund Capital Project Funding Information

Project Name: 4700-4900 San Bernardino Street /Harvard Street Alley Improvement Project  
 Project Details: Reconstruct existing alley way including new PCC curb ramps and ribbon gutter

Preparation Date: March 28, 2016

Department: Public Works

Project No. (Assigned by Finance): \_\_\_\_\_

Contact/Ext.: M. Hudson/ x-441

Phase	Fiscal Years						Total	Fund/Program
	Prior Years	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021		
Environmental								
Design								
R/W Acquisition								
Construction		180,000.00					180,000.00	CDBG
<b>Total</b>	0.00	180,000.00	0.00	0.00	0.00	0.00	180,000.00	

99

**Approvals:**

Department: Public Works / Engineering Dept.

By: 

Date: June 14, 2016

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

Date: \_\_\_\_\_

City Council Date: \_\_\_\_\_

**Total Project Cost:** \$180,000.00

Revision Number: \_\_\_\_\_

# Infrastructure Fund Capital Project Funding Information

Project Name: Reeder Citrus Ranch Roof Replacement

Project Details: Remove and replace the existing roof including minor wood repairs

Preparation Date: March 28, 2016

Department: Public Works

Project No. (Assigned by Finance): \_\_\_\_\_

Contact/Ext.: M. Hudson/ x-441

Phase	Fiscal Years						Total	Fund/Program
	Prior Years	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021		
Environmental								
Design								
R/W Acquisition								
Construction		60,000.00					60,000.00	CDBG
<b>Total</b>	0.00	60,000.00	0.00	0.00	0.00	0.00	60,000.00	

67

**Approvals:**

Department: Public Works / Engineering Dept.

By: 

Date: June 14, 2016

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

Date: \_\_\_\_\_

City Council Date: \_\_\_\_\_

**Total Project Cost:** \$60,000.00

Revision Number: \_\_\_\_\_

# Infrastructure Fund Capital Project Funding Information

Project Name: 9100-9200 Mills Avenue Alley Improvement Project

Project Details: Reconstruct existing alley way including new PCC curb ramps and ribbon gutter

Preparation Date: March 28, 2016

Department: Public Works

Project No. (Assigned by Finance): \_\_\_\_\_

Contact/Ext.: M. Hudson/ x-441

Phase	Fiscal Years						Total	Fund/Program
	Prior Years	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021		
Environmental								
Design								
R/W Acquisition								
Construction		120,000.00					120,000.00	2014 Lease Rev. bond proceeds
<b>Total</b>	0.00	120,000.00	0.00	0.00	0.00	0.00	120,000.00	

89

**Approvals:**

Department: Public Works / Engineering Dept.

By: 

Date: June 14, 2016

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

Date: \_\_\_\_\_

City Council Date: \_\_\_\_\_

**Total Project Cost:** \$120,000.00

Revision Number: \_\_\_\_\_

# Infrastructure Fund Capital Project Funding Information

Project Name: Demolition of Residential Properties  
 Project Details: Three properties owned by the City of Montclair are vacant and require demolition. 4304 Kingsley Street, 4324 Kingsley Street and 11244 Vernon Avenue

Preparation Date: May 5, 2016 Department: Public Works / Engineering  
 Project No. (Assigned by Finance): \_\_\_\_\_ Contact/Ext.: M. Hudson X.411

Phase	Prior Years	Fiscal Years					Total	Fund/Program
		2016/2017	2017/2018	2018/2019	2019/2020	2020/2021		
Environmental								
Design								
R/W Acquisition								
Construction		40,000.00					40,000.00	Park development
		20,000.00					20,000.00	Development
								2014 LRBP
<b>Total</b>	0.00	60,000.00	0.00	0.00	0.00	0.00	60,000.00	

69

**Approvals:**  
 Department: Public Works / Engineering Dept. By:  Date: June 14, 2016  
 Finance By: \_\_\_\_\_ Date: \_\_\_\_\_  
 City Council Date: \_\_\_\_\_  
 Revision Number: \_\_\_\_\_

**Total Project Cost:** \$60,000.00

# Infrastructure Fund Capital Project Funding Information

Project Name: City Hall Renovations  
 Project Details: This project will include interior painting, replacing flooring, constructing security measures at the Finance Dept. counter, refurbishing Council Chamber seating and re-organizing the Administration Dept. lobby.

Preparation Date: May 23, 2016 Department: Public Works / Engineering  
 Project No. (Assigned by Finance): \_\_\_\_\_ Contact/Ext.: M. Hudson X.411

Phase	Fiscal Years						Total	Fund/Program
	Prior Years	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021		
Environmental								
Design								
R/W Acquisition								
Construction		650,000.00					650,000.00	2014 Lease rev. bond proceeds
<b>Total</b>	0.00	650,000.00	0.00	0.00	0.00	0.00	650,000.00	

70

**Approvals:**

Department: Public Works / Engineering Dept. By:  Date: June 14, 2016  
 Finance By: \_\_\_\_\_ Date: \_\_\_\_\_  
 City Council Date: \_\_\_\_\_  
 Revision Number: \_\_\_\_\_

**Total Project Cost:** \$650,000.00

# Infrastructure Fund Capital Project Funding Information

Project Name: Orchard Street Rehabilitation Project  
 Project Details: This project will resurface Orchard Street from Benson Avenue to Mills Avenue adding a bicycle lane and replacing uplifted PCC curb gutter and sidewalk, sidewalk and pedestrian ramps.

Preparation Date: March 28, 2016 Department: Public Works / Engineering  
 Project No. (Assigned by Finance): \_\_\_\_\_ Contact/Ext.: M. Hudson X.411

Phase	Prior Years	Fiscal Years					Total	Fund/Program
		2016/2017	2017/2018	2018/2019	2019/2020	2020/2021		
Environmental								
Design								
R/W Acquisition								
Construction		2,000,000.00					2,000,000.00	2014 Lease rev. bond proceeds
<b>Total</b>	0.00	2,000,000.00	0.00	0.00	0.00	0.00	2,000,000.00	

71

**Approvals:**  
 Department: Public Works / Engineering Dept. By:  Date: June 14, 2016  
 Finance By: \_\_\_\_\_ Date: \_\_\_\_\_  
 City Council Date: \_\_\_\_\_  
 Revision Number: \_\_\_\_\_

**Total Project Cost:** \$2,000,000.00

# Infrastructure Fund Capital Project Funding Information

Project Name: San Bernardino Street Rehabilitation Project

Project Details: This project will resurface San Bernardino Street from Benson Avenue to Mills Avenue. Scope of work includes PCC curb, gutter and sidewalk replacement, ADA pedestrian ramps and blockwall replacement between Monte Vista Avenue and Fremont Avenue.

Preparation Date: March 28, 2016

Department: Public Works / Engineering

Project No. (Assigned by Finance): \_\_\_\_\_

Contact/Ext.: M. Hudson X.411

Phase	Fiscal Years						Total	Fund/Program
	Prior Years	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021		
Environmental								
Design								
R/W Acquisition								
Construction		2,500,000.00					2,500,000.00	2014 Lease Rev bond proceeds
<b>Total</b>	0.00	2,500,000.00	0.00	0.00	0.00	0.00	2,500,000.00	

72

**Approvals:**

Department: Public Works / Engineering Dept.

By: 

Date: June 14, 2016

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

Date: \_\_\_\_\_

City Council Date: \_\_\_\_\_

**Total Project Cost:** \$2,500,000.00

Revision Number: \_\_\_\_\_

# Infrastructure Fund Capital Project Funding Information

Project Name: Central Ave Street Rehabilitation Project Zone 1-2  
 Project Details: This project will resurface Central Avenue from the I-10 Freeway to San Bernardino Street. Scope of work includes median island improvements, PCC curb, gutter and sidewalk replacement and ADA pedestrian ramp upgrades.

Preparation Date: March 5, 2016 Department: Public Works / Engineering  
 Project No. (Assigned by Finance): \_\_\_\_\_ Contact/Ext.: M. Hudson X.411

Phase	Fiscal Years						Total	Fund/Program
	Prior Years	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021		
Environmental								
Design								
R/W Acquisition								
Construction		2,000,000.00					2,000,000.00	2014 Lease Rev bond proceeds
<b>Total</b>	0.00	2,000,000.00	0.00	0.00	0.00	0.00	2,000,000.00	

73

**Approvals:**

Department: Public Works / Engineering Dept. By:  Date: June 14, 2016  
 Finance By: \_\_\_\_\_ Date: \_\_\_\_\_  
 City Council Date: \_\_\_\_\_  
 Revision Number: \_\_\_\_\_

**Total Project Cost:** \$2,000,000.00

# Infrastructure Fund Capital Project Funding Information

Project Name: Central Ave Street Rehabilitation Project Zone 3-4  
 Project Details: This project will resurface Central Avenue from San Bernardino Street to Holt Boulevard. Scope of work includes median island improvements, PCC curb, gutter and sidewalk replacement and ADA pedestrian ramp upgrades.

Preparation Date: March 28, 2016 Department: Public Works / Engineering  
 Project No. (Assigned by Finance): \_\_\_\_\_ Contact/Ext.: M. Hudson X.411

Phase	Fiscal Years						Total	Fund/Program
	Prior Years	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021		
Environmental								
Design								
R/W Acquisition								
Construction		5,000,000.00						2014 Lease Rev bond proceeds
<b>Total</b>	0.00	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	

74

**Approvals:**

Department: Public Works / Engineering Dept. By:  Date: June 14, 2016  
 Finance By: \_\_\_\_\_ Date: \_\_\_\_\_  
 City Council Date: \_\_\_\_\_  
 Revision Number: \_\_\_\_\_

**Total Project Cost:** \$5,000,000.00

# Infrastructure Fund Capital Project Funding Information

Project Name: Zone 3 Central Monclair Street Rehabilitation Project  
 Project Details: This project will resurface residential streets within an area generally bound by San Bernardino Street on the north, Monte Vista Ave. on the west, Orchard Street on the south and Central Avenue on the east. Scope of work includes PCC repairs and ADA pedestrian ramp upgrades.

Preparation Date: March 28, 2016 Department: Public Works / Engineering  
 Project No. (Assigned by Finance): \_\_\_\_\_ Contact/Ext.: M. Hudson X.411

Phase	Fiscal Years						Total	Fund/Program
	Prior Years	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021		
Environmental								
Design								
R/W Acquisition								
Construction		1,200,000.00					1,200,000.00	2014 Lease Rev bond proceeds
<b>Total</b>	0.00	1,200,000.00	0.00	0.00	0.00	0.00	1,200,000.00	

75

**Approvals:**

Department: Public Works / Engineering Dept. By:  Date: June 14, 2016  
 Finance By: \_\_\_\_\_ Date: \_\_\_\_\_  
 City Council Date: \_\_\_\_\_  
 Revision Number: \_\_\_\_\_

**Total Project Cost:** \$1,200,000.00

# Infrastructure Fund Capital Project Funding Information

Project Name: Zone 3 Western Monclair Street Rehabilitation Project  
 Project Details: This project will resurface residential streets within an area generally bound by San Bernardino Street on the north, Monte Vista Ave. on the east, Orchard Street on the south and Mills Avenue on the west. Scope of work includes PCC repairs and ADA pedestrian ramp upgrades.

Preparation Date: March 28, 2016 Department: Public Works / Engineering  
 Project No. (Assigned by Finance): \_\_\_\_\_ Contact/Ext.: M. Hudson X.411

Phase	Fiscal Years						Total	Fund/Program
	Prior Years	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021		
Environmental								
Design								
R/W Acquisition								
Construction		2,000,000.00					2,000,000.00	2014 Lease Rev bond proceeds
<b>Total</b>	0.00	2,000,000.00	0.00	0.00	0.00	0.00	2,000,000.00	

76

**Approvals:**

Department: Public Works / Engineering Dept. By:  Date: June 14, 2016  
 Finance By: \_\_\_\_\_ Date: \_\_\_\_\_  
 City Council Date: \_\_\_\_\_  
 Revision Number: \_\_\_\_\_

**Total Project Cost:** \$2,000,000.00

# Infrastructure Fund Capital Project Funding Information

Project Name: North Montclair Downtown Specific Plan Street Improvements  
 Project Details: This project includes design and construction of related street improvements associated with the Montclair Downtown Specific Plan.  
Improvements may include street width adjustments, traffic signals, curb, gutter and sidewalk and landscaping

Preparation Date: June 15, 2016 Department: Public Works / Engineering  
 Project No. (Assigned by Finance): \_\_\_\_\_ Contact/Ext.: M. Hudson X.411

Phase	Fiscal Years						Total	Fund/Program
	Prior Years	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021		
Environmental								
Design			1,000,000.00				1,000,000.00	Succ Agency Bds
R/W Acquisition								
Construction			11,000,000.00				11,000,000.00	Succ Agency Bds
			3,000,000.00				3,000,000.00	2014 LRBP
<b>Total</b>	0.00	0.00	15,000,000.00	0.00	0.00	0.00	15,000,000.00	

77

**Approvals:**

Department: Public Works / Engineering Dept. By:  Date: June 14, 2016

Finance By: \_\_\_\_\_ Date: \_\_\_\_\_

City Council Date: \_\_\_\_\_ **Total Project Cost:** \$15,000,000.00

Revision Number: \_\_\_\_\_

# Infrastructure Fund Capital Project Funding Information

Project Name: Central Avenue/I-10 Freeway Landscape Improvements  
 Project Details: This project includes the planning and construction costs to enhance the I-10/Central Avenue exists by enhancing the landscape located at the east and westbound I-10 freeway on-ramps and off-ramps

Preparation Date: June 15, 2016 Department: Public Works / Engineering  
 Project No. (Assigned by Finance): \_\_\_\_\_ Contact/Ext.: M. Hudson X.411

Phase	Fiscal Years						Total	Fund/Program
	Prior Years	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021		
Environmental								
Design								
R/W Acquisition								
Construction			800,000.00				800,000.00	Succ Agency Tax Exempt Bonds
<b>Total</b>	0.00	0.00	800,000.00	0.00	0.00	0.00	800,000.00	

78

**Approvals:**

Department: Public Works / Engineering Dept. By:  Date: June 14, 2016  
 Finance By: \_\_\_\_\_ Date: \_\_\_\_\_  
 City Council Date: \_\_\_\_\_  
 Revision Number: \_\_\_\_\_

**Total Project Cost:** \$800,000.00

# Infrastructure Fund Capital Project Funding Information

Project Name: Zone 4 Western Monclair Street Rehabilitation Project Phase 1  
 Project Details: This project will resurface residential streets within an area generally bound by Orchard Street on the north, Ramona Ave. on the east, Holt Blvd. on the south and Mills Ave. on the west. Scope of work includes PCC repairs and ADA pedestrian ramp upgrades.

Preparation Date: March 28, 2016 Department: Public Works / Engineering  
 Project No. (Assigned by Finance): \_\_\_\_\_ Contact/Ext.: M. Hudson X.411

Phase	Fiscal Years						Total	Fund/Program
	Prior Years	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021		
Environmental								
Design								
R/W Acquisition								
Construction				1,250,000.00			1,250,000.00	Unfunded
<b>Total</b>	0.00	0.00	0.00	1,250,000.00	0.00	0.00	1,250,000.00	

79

**Approvals:**

Department: Public Works / Engineering Dept. By:  Date: June 14, 2016  
 Finance By: \_\_\_\_\_ Date: \_\_\_\_\_  
 City Council Date: \_\_\_\_\_  
 Revision Number: \_\_\_\_\_

**Total Project Cost:** \$1,250,000.00

# Infrastructure Fund Capital Project Funding Information

Project Name: Zone 4 Western Monclair Street Rehabilitation Project Phase 2  
 Project Details: This project will resurface residential streets within an area generally bound by Orchard Street on the north, Monte Vista Ave. on the east, Holt Blvd. on the south and Ramona Ave. on the west. Scope of work includes PCC repairs and ADA pedestrian ramp upgrades.

Preparation Date: March 28, 2016 Department: Public Works / Engineering  
 Project No. (Assigned by Finance): \_\_\_\_\_ Contact/Ext.: M. Hudson X.411

Phase	Fiscal Years						Total	Fund/Program
	Prior Years	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021		
Environmental								
Design								
R/W Acquisition								
Construction				1,600,000.00			1,600,000.00	Unfunded
<b>Total</b>	0.00	0.00	0.00	1,600,000.00	0.00	0.00	1,600,000.00	

80

**Approvals:**

Department: Public Works / Engineering Dept. By:  Date: June 14, 2016  
 Finance By: \_\_\_\_\_ Date: \_\_\_\_\_  
 City Council Date: \_\_\_\_\_  
 Revision Number: \_\_\_\_\_

**Total Project Cost:** \$1,600,000.00

# Infrastructure Fund Capital Project Funding Information

Project Name: Zone 4 Western Monclair Street Rehabilitation Project Phase 3  
 Project Details: This project will resurface residential streets within an area generally bound by Holt Blvd on the north, Monte Vista Ave. on the east, State St. on the south and Mills Ave. on the west. Scope of work includes PCC repairs and ADA pedestrian ramp upgrades.

Preparation Date: March 28, 2016 Department: Public Works / Engineering  
 Project No. (Assigned by Finance): \_\_\_\_\_ Contact/Ext.: M. Hudson X.411

Phase	Fiscal Years						Total	Fund/Program
	Prior Years	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021		
Environmental								
Design								
R/W Acquisition								
Construction					750,000.00		750,000.00	Unfunded
<b>Total</b>	0.00	0.00	0.00	0.00	750,000.00	0.00	750,000.00	

81

**Approvals:**

Department: Public Works / Engineering Dept. By:  Date: June 14, 2016  
 Finance By: \_\_\_\_\_ Date: \_\_\_\_\_  
 City Council Date: \_\_\_\_\_  
 Revision Number: \_\_\_\_\_

**Total Project Cost:** \$750,000.00

# Infrastructure Fund Capital Project Funding Information

Project Name: Zone 5 Western Monclair Street Rehabilitation Project  
 Project Details: This project will resurface residential streets within an area generally bound by State Street on the north, Monte Vista Ave. on the east, Howard St. on the south and Kadota Ave. on the west. Scope of work includes PCC repairs, new sidewalk and ADA ped ramp upgrades.

Preparation Date: March 28, 2016 Department: Public Works / Engineering  
 Project No. (Assigned by Finance): \_\_\_\_\_ Contact/Ext.: M. Hudson X.411

Phase	Fiscal Years						Total	Fund/Program
	Prior Years	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021		
Environmental								
Design								
R/W Acquisition								
Construction						500,000.00	500,000.00	Unfunded
<b>Total</b>	0.00	0.00	0.00	0.00	0.00	500,000.00	500,000.00	

82

**Approvals:**  
 Department: Public Works / Engineering Dept. By:  Date: June 14, 2016  
 Finance By: \_\_\_\_\_ Date: \_\_\_\_\_  
 City Council Date: \_\_\_\_\_  
 Revision Number: \_\_\_\_\_

**Total Project Cost:** \$500,000.00

## AGENDA REPORT

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**SUBJECT:** CONSIDER AUTHORIZING STAFF TO  
ADVERTISE FOR BID PROPOSALS FOR THE  
DEMOLITION OF RESIDENTIAL PROPERTIES  
PROJECT

**DATE:** June 20, 2016  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 10  
**FILE I.D.:** PRK601  
**DEPT.:** PUBLIC WORKS

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**REASON FOR CONSIDERATION:** At its meeting on June 6, 2016, the City Council was presented an agenda item to demolish three residential properties owned by the City of Montclair. Pending the approval of the referenced agenda item, staff is prepared to solicit bid proposals for the referenced work. Amending the Capital Improvement Program, appropriation of public funds, and authorization for advertising bid proposals are subject to City Council approval.

**BACKGROUND:** In relation to another agenda item proposed tonight, June 20, 2016, the proposed 2016-2021 Capital Improvement Program includes a project for demolition of three residential properties owned by the City of Montclair. This agenda item is subject to the approval of the 2016-2021 Capital Improvement Program, including funding allocation for each of the proposed projects. The City of Montclair owns three residential properties which have been condemned and require demolition. The mentioned property locations are as follows:

- 4304 Kingsley Street
- 4324 Kingsley Street
- 11244 Vernon Avenue

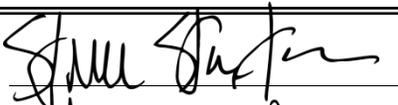
The two properties located on Kingsley Street were recent acquisitions and the single property on Vernon Avenue has been owned by the City since 1994. All three properties are currently vacant.

**FISCAL IMPACT:** The proposed Demolition of Residential Properties Project is estimated at \$60,000. Staff recommends a combined use of 2014 Lease Revenue Bond Proceeds and Park Development Funds for completion of the project. The cost of advertising this project should not exceed \$3,500.

**RECOMMENDATION:** Staff recommends that the City Council authorize staff to advertise for bid proposals for the Demolition of Residential Properties Project.

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Prepared by:		Fiscal Impact Finance Review:	
Proofed by:		Reviewed and Approved By:	

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## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 16-53 WITH THE COUNTY OF SAN BERNARDINO RELATED TO DISTRIBUTION OF THE 2016 JUSTICE ASSISTANCE GRANT AWARD	<b>DATE:</b> June 20, 2016
	<b>SECTION:</b> AGREEMENTS
	<b>ITEM NO.:</b> 1
CONSIDER AUTHORIZING CITY MANAGER STARR TO SIGN AGREEMENT NO. 16-53	<b>FILE I.D.:</b> PDT175/PDT362
	<b>DEPT.:</b> POLICE

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 16-53 with the County of San Bernardino regarding distribution of Justice Assistance Grant (JAG) Program funds.

A copy of proposed Agreement No. 16-53 is attached for the City Council's review and consideration.

**BACKGROUND:** The Police Department has been notified it is eligible to receive a \$15,847 JAG Program award. The JAG Program requires that the state's allocation for municipal agencies in the region be distributed and administered directly through San Bernardino County. The San Bernardino County Board of Supervisors, acting in its capacity as JAG Program Administrator, shall disburse appropriate grant allocations to eligible jurisdictions, less a 5 percent administrative fee as allowable under JAG guidelines. Such appropriations must be made within 60 days of receipt of grant funds by the JAG Program Administrator.

JAG moneys are for the exclusive use of law enforcement services and programs. These funds shall supplement existing services and shall not be used to supplant any existing funding for law enforcement services.

**FISCAL IMPACT:** Approval of proposed Agreement No. 16-53 would result in a \$15,055 JAG Program fund allocation to the Police Department's Fiscal Year 2016-17 Budget. The San Bernardino County Board of Supervisors would retain a 5 percent administrative fee of \$792.

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

1. Approve Agreement No. 16-53 with the County of San Bernardino related to distribution of the 2016 Justice Assistance Grant Award.
2. Authorize City Manager Starr to sign Agreement No. 16-53.

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Prepared by:		Fiscal Impact Finance Review:	
Proofed by:		Reviewed and Approved By:	

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INTERLOCAL AGREEMENT  
BETWEEN THE TOWN OF APPLE VALLEY, THE CITIES OF ADELANTO, BARSTOW, CHINO,  
COLTON, FONTANA, HESPERIA, HIGHLAND, MONTCLAIR, ONTARIO, RANCHO CUCAMONGA,  
REDLANDS, RIALTO, SAN BERNARDINO, UPLAND, VICTORVILLE,  
AND THE COUNTY OF SAN BERNARDINO, CA

CONCERNING DISTRIBUTION OF THE  
2016 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this 28<sup>th</sup> day of June, 2016, by and between THE COUNTY OF SAN BERNARDINO, acting by and through its governing body, the Board of Supervisors (hereinafter referred to as "COUNTY"), and the aforementioned TOWN (hereinafter referred to as "TOWN") and named CITIES (hereinafter referred to as "CITIES"), acting by and through their respective governing bodies, the Town Council and City Councils, all of whom are situated within the County of San Bernardino, State of California, as follows:

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

**WHEREAS**, the COUNTY agrees to release to TOWN and CITIES their respective grant allocation from the JAG Award within sixty (60) days upon receipt of funds, less five percent (5%) for administrative fees, as reflected on Appendix 1 here attached and hereby incorporated by reference as part of this agreement; and COUNTY agrees to use the five percent (5%) of JAG award funds received from TOWN and CITIES under this agreement for administrative fees toward the administration of TOWN's and CITIES' programs during the entire permissible duration of said programs; and TOWN and CITIES agree to deposit their JAG award funds into a separate trust account in accordance with JAG guidelines; and TOWN and CITIES each agree to the five percent (5%) reduction of their respective grant allocation from the JAG award, as reflected on Appendix 1 for administrative fees toward the administration of this program; and additionally the TOWN and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines, and that the interest generated from such funds shall be solely applied and expended in accordance with these same JAG guidelines; and

**WHEREAS**, the TOWN, CITIES and COUNTY believe it to be in their best interests to reallocate the JAG funds,

**NOW THEREFORE, the COUNTY and TOWN and CITIES agree as follows:**

**Section 1.**

COUNTY agrees to release to TOWN and CITIES their respective grant allocation from the JAG Award within sixty (60) days upon receipt of funds, less five percent (5%) for administrative fees, as reflected in Appendix 1 here attached and hereby incorporated by reference as part of this Agreement, and; COUNTY agrees to use the five percent (5%) of JAG award funds received from TOWN and CITIES under this agreement for administrative fees toward the administration of the TOWN's and CITIES' programs during the entire permissible duration of said programs.

**Section 2.**

TOWN and CITIES agree to deposit their JAG award funds into a separate trust account in accordance with the JAG guidelines; and TOWN and CITIES agree to the five percent (5%) reduction of their respective grant allocation from the JAG award, as reflected in Appendix 1, for administrative fees toward the administration of this program, and; TOWN and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines and that all interest generated from such funds shall be solely applied and expended in accordance with these same JAG guidelines.

**Section 3.**

TOWN and CITIES agree to enter into a sub-award grant agreement with the COUNTY in order to acknowledge receipt of the federal award information and applicable compliance requirements, including special conditions for each sub-award, before receiving grant funds.

**Section 4.**

TOWN and CITIES agree to provide COUNTY with sufficient timely information as necessary within five business days after receiving written request from COUNTY to meet JAG requirements for quarterly and annual financial and performance reports.

**Section 5.**

Nothing arising from this Agreement shall impose any liability for claims or actions against COUNTY other than what is authorized by law.

**Section 6.**

Nothing arising from this Agreement shall impose any liability for claims or actions against TOWN and/or CITIES other than what is authorized by law.

**Section 7.**

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable to any other party to this Agreement for any claim or action arising from the services provided under this Agreement.

**Section 8.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 9.**

By entering into this Agreement, the parties do not intend to create any obligations, either express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

TOWN OF APPLE VALLEY, CA

COUNTY OF SAN BERNARDINO, CA

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
James Ramos  
Chair, County Board of Supervisors

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

\*Jean-Rene Basle  
County Counsel

\_\_\_\_\_  
by: Phebe W. Chu, Deputy

\*By law, the County Counsel's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our clients. Our approval of this document was offered solely for the benefit of our clients. Other parties should not rely on this approval and should seek review and approval by their own respective attorneys.































**2016 Justice Assistance Grant  
APPENDIX 1**

<b>Jurisdiction</b>	<b>Allocation</b>	<b>5% Admin Fee</b>	<b>Award</b>
San Bernardino County	\$ 78,433	\$ (3,922)	\$ 74,511
Adelanto	\$ 15,633	\$ (782)	\$ 14,851
Apple Valley	\$ 16,487	\$ (824)	\$ 15,663
Barstow	\$ 17,421	\$ (871)	\$ 16,550
Chino	\$ 19,608	\$ (980)	\$ 18,628
Colton	\$ 12,992	\$ (650)	\$ 12,342
Fontana	\$ 60,959	\$ (3,048)	\$ 57,911
Hesperia	\$ 28,519	\$ (1,426)	\$ 27,093
Highland	\$ 19,822	\$ (991)	\$ 18,831
Montclair	\$ 15,847	\$ (792)	\$ 15,055
Ontario	\$ 37,829	\$ (1,891)	\$ 35,938
Rancho Cucamonga	\$ 24,944	\$ (1,247)	\$ 23,697
Redlands	\$ 15,553	\$ (778)	\$ 14,775
Rialto	\$ 33,908	\$ (1,695)	\$ 32,213
San Bernardino	\$ 162,709	\$ (8,135)	\$ 154,574
Upland	\$ 12,832	\$ (642)	\$ 12,190
Victorville	\$ 52,529	\$ (2,626)	\$ 49,903
<b>Total</b>	<b>\$ 626,025</b>	<b>\$ (31,301)</b>	<b>\$ 594,724</b>

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 16-54 WITH THE CLAREMONT POLICE DEPARTMENT TO ACQUIRE INFORMATION STORED ON ITS AUTOMATED LICENSE PLATE READER SYSTEM RESPOSITORY	<b>DATE:</b> June 20, 2016 <b>SECTION:</b> AGREEMENTS <b>ITEM NO.:</b> 2 <b>FILE I.D.:</b> PDT175 <b>DEPT.:</b> POLICE
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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 16-54 with the Claremont Police Department (CPD) to receive information housed on the agency's Automated License Plate Reader (ALPR) system database. Execution of said agreement is required by CPD prior to the release of information saved to its repository. Data received from the agency shall be used for law enforcement purposes only.

Proposed Agreement No. 16-54 is attached for the City Council's review and consideration.

**BACKGROUND:** Like the Montclair Police Department and many other agencies across the country, the Claremont Police Department utilizes ALPR technology to collect and store data for law enforcement purposes. ALPR cameras—mounted on the vehicle light bars—continually scan their fields of view for the presence of license plates which, along with the date, time, location, and an image of the vehicle, are transmitted and stored in a secure database. License plate numbers scanned by the ALPR system are instantly checked against a database of stolen and wanted license plates, and the officer is alerted in the event of a "hit."

Agreement No. 16-54 would facilitate the sharing of vehicle information as noted above, resulting in comprehensive data analysis to track crime trends and patterns through use of historical sightings of vehicles, more efficient use of limited resources, improved officer safety, timely apprehension of suspects, and safer communities.

Information sharing expands any one agency's capability to solve crime beyond that jurisdiction's individual capacity to do so.

**FISCAL IMPACT:** Approval of Agreement No. 15-64 would have no fiscal impact on the City, as the Claremont Police Department would provide access to stored ALPR data at no cost.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 16-54 with the Claremont Police Department to acquire information stored on its Automated License Plate Reader repository.

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Prepared by: <u></u>	Fiscal Impact Finance Review: <u></u>
Proofed by: <u></u>	Reviewed and Approved By: <u></u>

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# ALPR AGREEMENT BETWEEN AGENCIES

## THE CLAREMONT POLICE DEPARTMENT & MONTCLAIR POLICE DEPARTMENT

Date: \_\_\_\_\_

Department Name: MONTCLAIR POLICE DEPARTMENT		ORI: CA0360500
Address: 4870 ARROW HIGHWAY		City: MONTCLAIR
State: CALIFORNIA	County: SAN BERNARDINO	Zip Code: 91763
Telephone: ( 909 ) 448-3600		

### I. Purpose:

The \_\_\_\_\_ MONTCLAIR POLICE DEPARTMENT \_\_\_\_\_ entering into this agreement hereinafter referred to as Agency, realize the mutual benefits to be gained by acquiring ALPR data from the Claremont Police Department, seek to use that data for Law Enforcement Purposes.

This "Agreement" outlines conditions under which the Agency shall use license plate reads/hits and hotlists acquired from the Claremont Police Department.

### II. Background:

Automatic License Plate Recognition (ALPR) is a computer-based system that utilizes emerging technology to capture a color image, as well as an infrared image, of the license plate of a vehicle. The infrared image is converted into a text file utilizing Optical Character Recognition (OCR) technology. The text file is automatically compared against an "informational data file," also known as a "hot list", and can contain information on stolen or wanted vehicles as well as vehicles associated with Amber Alerts, warrant subjects and agency defined-information.

ALPR cameras can be mobile (mounted on vehicles) or on fixed positions such as freeway overpasses or traffic signals. ALPR systems have all the necessary equipment to scan plates, notify the user of a vehicle hit, and upload the scanned plate information into an ALPR Repository for retention and research.

### III. Information Ownership:

Data retrieved from the Claremont Police Department's repository shall remain the property of the Claremont Police Department. If the Agency receives a request for information for Claremont Police Department license plate records, the Agency shall refer the request to the Claremont Police Department. If the Agency receives a public records request, subpoena, or court order ("Legal Request") for information in the Claremont Police Departments Repository, the Agency shall immediately provide a copy of the Legal Request to the Claremont Police Department, prior to providing a response to the Legal Request.

### IX. Conditions of Use:

Use of ALPR data retrieved from the Claremont Police Department shall only be used for Law Enforcement purposes and may not be used for any other purpose (Policy 820.3). Per Claremont Police Department's ALPR Usage and Privacy Policy:

#### 820.4 Users and Training

The ALPR system shall only be accessed or used by sworn Police Officers, communications staff, City technology staff, or Independent contractors hired to maintain the system, and all must be CLETS certified prior to access of the system.

Independent contractors shall at a minimum have been Livescanned and be free of any criminal convictions, and shall be required to sign a waiver acknowledging that they will not utilize LPR data other than for the work they have been contracted to perform.

All sworn personnel shall be provided training in the use of the ALPR system during the Field Training Officer Program. Communications staff shall be provided initial training in the use of the equipment and this ALPR policy.

This ALPR policy shall be reviewed by all sworn and non-sworn personnel with access to the system on an annual basis. No department personnel shall be given a username or password to access LPR data without being trained and having read the ALPR policy.

**X. Liability:**

The Agency is solely responsible for any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney fees, disbursements and court costs), "claims" of every kind and nature whatsoever, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement, including the use or alleged or actual misuse of scanned plate and hot list information by the Agency, its officers, agents or employees.

**XI. Agreement Terms:**

This Agreement will commence on the date that it is executed by all Agency Parties. It will terminate only as allowed by Section XII. Any change in the terms of this Agreement shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the Agency Parties. Any dispute that arises under or relates to this Agreement (whether contract, tort, or both) shall be adjudicated in a court of competent jurisdiction in which the defendant is located and shall be governed by the controlling state's law, including any laws that direct the application of another jurisdiction's laws. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

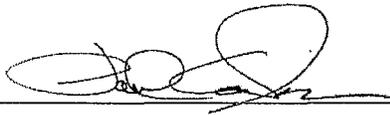
**XII. Termination:**

Either Agency Party entering into this Agreement may terminate this Agreement or any part hereof upon giving the other Agency Party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.

**XIII. Sign-off on Execution of Agreement:**

By executing this agreement, each Party acknowledges that it has received a copy of this agreement, and will comply with its terms and conditions. The person executing this Agreement certifies that the person is authorized by its Party to execute this Agreement and legally bind its Party to the terms herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**Claremont Police Department**

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

**Paul Cooper**  
**Chief of Police**

Date: \_\_\_\_\_

**Montclair Police Department**

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

**Paul M. Eaton**  
**Mayor, City of Montclair**

Date: \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
**Andrea Phillips, Deputy City Clerk**

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT NO. 16-55 WITH LIEBERT CASSIDY WHITMORE FOR PARTICIPATION IN THE EAST INLAND EMPIRE EMPLOYMENT RELATIONS CONSORTIUM

**DATE:** June 20, 2016  
**SECTION:** AGREEMENTS  
**ITEM NO.:** 3  
**FILE I.D.:** PER250  
**DEPT.:** ADMIN. SVCS.

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**REASON FOR CONSIDERATION:** The City's current Agreement with Liebert Cassidy Whitmore for participation in the East Inland Empire Employment Relations Consortium (ERC) is scheduled for renewal on July 1, 2016. The City Council is requested to consider approval of proposed Agreement No. 16-55 with Liebert Cassidy Whitmore, a copy of which is attached for the City Council's review and consideration.

**BACKGROUND:** For the past 28 years, the City of Montclair has participated in the Liebert Cassidy Whitmore ERC. The City's participation entitles elected officials and employees to receive five one-day group training sessions, unlimited free telephone consultations with the law firm's attorneys, and a monthly employment-relations newsletter. Participating agencies may also receive specialized training for an added cost.

The term of proposed Agreement No. 16-55 is July 1, 2016, through June 30, 2017.

**FISCAL IMPACT:** The annual fee for participation in the Consortium is \$2,785. Funds to cover the cost of the training sessions and consulting service are included in the Fiscal Year 2016-17 Budget.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 16-55 with Liebert Cassidy Whitmore for participation in the East Inland Empire Employment Relations Consortium.

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Prepared by:

*Gary E. Charlot*

Fiscal Impact  
Finance Review:

*Donald L. Parker*

Proofed by:

*Andrea M. Phillips*

Reviewed and  
Approved By:

*[Signature]*

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**AGREEMENT FOR SPECIAL SERVICES**

This Agreement is entered into between the City of Montclair, A Municipal Corporation, hereinafter referred to as "Agency," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS Agency has the need to secure expert training and consulting services to assist Agency in its workforce management and employee relations; and

WHEREAS Agency has determined that no less than twenty-three (23) public agencies in the East Inland Empire area have the same need and have agreed to enter into identical agreements with Attorney; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the Agency and is willing to perform such services;

NOW, THEREFORE, Agency and Attorney agree as follows:

**Attorney's Services:**

During the year beginning July 1, 2016, Attorney will provide the following services to Agency (and the other aforesaid public agencies):

1. Five (5) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by Agency and the other said local agencies.

It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. This agreement warrants there will be no future use of Liebert Cassidy Whitmore material in other trainings or formats without the expressed written permission of Liebert Cassidy Whitmore. Any such use will constitute a violation of this agreement and copyright provisions.

2. Availability of Attorney for Agency to consult by telephone. Consortium calls cover questions that the attorney can answer quickly with little research. They do not include the review of documents, in depth research, written responses (like an opinion letter) or advice on on-going legal matters. The caller will be informed if the question exceeds the scope of consortium calls. Should the caller request, the attorney can assist on items that fall outside the service, but these matters will be billed at the attorney's hourly rate. (See additional services section.)
3. Providing of a monthly newsletter covering employment relations developments.

**Fee:**

Attorney will provide these special services to Agency for a fee of Two Thousand Seven Hundred Eighty Five Dollars (\$2,785.00) payable in one payment prior to August 1, 2016. The fee, if paid after August 1, 2016 will be \$2,885.00.

Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

**Additional Services:**

Attorney shall, as and when requested by Agency, make itself available to Agency to provide representational, litigation, and other employment relations services. The Agency will be billed for the actual time such representation services are rendered, including reasonable travel time, plus any necessary costs and expenses authorized by the Agency.

The range of hourly rates for Attorney time is from Two Hundred to Three Hundred Fifty Dollars (\$200.00 - \$350.00) per hour for attorney staff, One Hundred Ninety-Five Dollars (\$195.00) per hour for Labor Relations/HR Consultant and from Seventy-Five to One Hundred Sixty Dollars (\$75.00 - \$160.00) per hour for services provided by paraprofessional and litigation support staff. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour. Attorney reviews its hourly rates on an annual basis and if appropriate, adjusts them effective July 1.

**Independent Contractor:**

It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

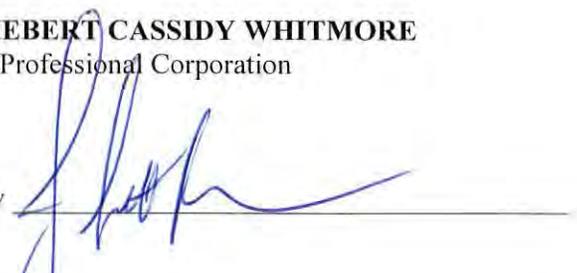
**Term:**

The term of this Agreement is twelve (12) months commencing July 1, 2016. The term may be extended for additional periods of time by the written consent of the parties.

**Condition Precedent:**

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than twenty-three (23) local agency employers entering into a substantially identical Agreement with Attorney on or about July 1, 2016.

Dated: 5/27/16

**LIEBERT CASSIDY WHITMORE**  
A Professional Corporation  
By 

Dated: \_\_\_\_\_

**CITY OF MONTCLAIR**  
A Municipal Corporation  
By \_\_\_\_\_  
Paul M. Eaton, Mayor

ATTEST: \_\_\_\_\_  
Andre Phillips, Deputy City Clerk

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT NO. 16-56 WITH NUTRITION INK TO PROVIDE NUTRITION-EDUCATION SERVICES FOR THE CITY'S SENIOR CITIZEN NUTRITION PROGRAM

**DATE:** June 20, 2016

**SECTION:** AGREEMENTS

**ITEM NO.:** 4

**FILE I.D.:** HSV105

**DEPT.:** HUMAN SVCS.

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 16-56 with Nutrition Ink to provide nutrition-education services for the City's Senior Citizen Nutrition Program.

A copy of proposed Agreement No. 16-56 is attached for City Council review and consideration.

**BACKGROUND:** At its meeting of June 6, 2016, the City Council approved Agreement No. 16-46 with the San Bernardino County Department of Aging and Adult Services to provide a Senior Citizen Nutrition Program for participants aged 60 and over. Agreement No. 16-56 requires that the City of Montclair provide nutrition-education services to program participants, volunteers and staff. Agreement No. 16-56 proposes that Nutrition Ink would perform the following services on a quarterly basis:

- ✓ Plan, organize, and conduct nutrition education training programs for participants, volunteers, and staff
- ✓ Monitor the nutrition site
- ✓ Evaluate and monitor food preparation and, if needed, make recommendations for improvements
- ✓ Recommend and monitor standards for sanitation, safety, and security of the food service

In addition, Nutrition Ink would review and analyze menus monthly or as needed and develop, maintain, and use pertinent record systems in relation to the needs of the program. The term of Agreement No. 16-56 is July 1, 2016, through June 30, 2017.

**FISCAL IMPACT:** There will be no fiscal impact on the City as these monies are reimbursable through funds approved in Agreement No. 16-46 with San Bernardino County for fiscal year 2016-17.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 16-56 with Nutrition Ink to provide nutrition-education services for the City's Senior Citizen Nutrition Program.

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Prepared by: *M. Richter* Fiscal Impact Finance Review: *Donald L. Parker*

Proofed by: *Vanessa Tom* Reviewed and Approved By: *M. Richter*

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## NUTRITION INK AGREEMENT

**I. OBJECTIVE:**

To provide consultation to City of Montclair Senior Citizen's Program (Agency/Contractor) regarding nutrition provider requirements as outlined in Title 22, Division 1.8 of the California Department of Aging Regulations, including, but not limited to, the following:

- A. Give preference to older individuals in greatest economic or social need with particular attention to low-income minority individuals.
- B. Promote good health behaviors through nutrition education and nutrition screening of participants.
- C. Promote or maintain coordination with other nutrition-related supportive services for older individuals.

**PROGRAM DESCRIPTION:**

- A. Purpose – The purpose of the Elderly Nutrition Program (ENP) is to provide nutrition services as described in the Older Americans Act (OAA) of 1965, as amended, and to assist older individuals in California to live independently, by promoting better health through improved nutrition, and reduced isolation through programs coordinated with nutrition-related supportive services.
- B. Definition – Nutrition services means the procurement, preparation, transport, and service of meals, nutrition education, nutrition screening, and nutrition counseling, to eligible individuals at congregate sites or in their homes.
- C. Goals – to maintain or improve the physical, psychological, and social well being of older individuals, by providing or securing appropriate nutrition services.
- D. Target Population – The ENP Provider (City of Montclair) shall target individuals who are sixty (60) years of age or older, minorities, low income and living in rural areas of the County of San Bernardino.

**2. TERMS OF AGREEMENT:**

This is to certify that City of Montclair Senior Citizen's Program has engaged the services of *NUTRITION INK* (Sub-Contractor) for its Nutrition consultation to one (1) site. This service is effective July 1, 2016 through June 30, 2017

**3. RESPONSIBILITIES OF SUB-CONTRACTOR:**

- A. At a minimum, quarterly monitor site for safe food handling and sanitation practices of facilities.
- B. Provide input, review, and approve the Nutrition Education Plan for staff and participants prior to presentation.
- C. Develop, or review and approve the cycle menus unless provided and signed by RD of approved caterer.
- D. Provide technical support and assistance as needed.
- E. Plans, organizes and conducts Nutrition Education a minimum of four (4) times per year for food service staff (paid and volunteers) and participants in congregate meal programs. Nutrition Education for congregate sites is defined as demonstrations, presentations, lectures or small group discussions, all of which may be augmented with printed materials. Training sessions shall be evaluated by those receiving the training.
- F. Nutrition Education shall be based on the particular need of congregate meal participants. An annual Needs Assessment shall be performed by the ENP Provider to make this determination.
- G. The Nutrition Education Plan and annual Needs Assessment must be submitted to DAAS by September 1<sup>st</sup> of the FY it is being provided in.
- H. Nutrition Education sessions must be reported monthly to DAAS using the Nutrition Education Monthly Service Unit Report.

Nutrition Education Units of Service:

Program: C-1 (Congregate Meals)	Program: C-2 (Home-Delivered Meals)
# of Units to be Provided: 350	# of Units to be Provided: N/A
# of Sites to be Presented at: 1	# of Participants to be Presented to: N/A

**4. RESPONSIBILITIES OF AGENCY/CONTRACTOR**

- A. Identify person designated as supervisor or designee.
- B. Provide a general orientation for the dietitian to the Agency including its staff, policies, recording systems.
- C. Provide suitable space, equipment and materials.
- D. Make records available and if necessary send monthly menus to dietitian for review, analysis, and approval.
- E. Maintain documentation of each training session including sign-in sheets, agendas, handouts, and completed evaluations.
- F. An annual Needs Assessment shall be performed by the ENP Provider to determine the particular Nutrition Education need of congregate meal participants.
- G. Will send Nutrition Education Service Unit Report monthly to DAAS.
- H. Agrees not to hire or contract with a Nutrition InK Dietitian for a period of one year from termination of this contract unless facility pays RD's annual salary as buyout fee.

5. COPIES of subcontracts, licenses and insurance memoranda and/or letters of understanding shall be on file with the Contractor. Contractor shall be responsible to ensure all subcontractors meet the insurance requirements and for monitoring the insurance requirements in accordance with Article III, Section N.

6. The Sub-Contractor shall provide the following:

- (1). Indemnification - The Sub-Contractor agrees to indemnify, defend and hold harmless the Contractor and County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Sub-Contractor's acts, errors or omissions and for any costs or expenses incurred by the Contractor on account of any claim therefore, except where such indemnification is prohibited by law.
- (2). Insurance - Without in any way affecting the indemnity herein provided and in addition thereto, the Sub-Contractor shall secure and maintain throughout the term of the Contract the following types of insurance with minimum limits as shown:
  - a. Sub-Contractor will maintain Worker's Compensation - in amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Sub-Contractor and all risks to such persons under this Contract.
  - b. Professional Liability - Professional liability insurance shall have limits of at least \$1,000,000 per claim or occurrence.
- (3). Proof of coverage – Sub-Contractor shall immediately furnish certificates of the required insurance policies to contractor evidencing the insurance coverage, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (3) days prior written notice to Contractor, and Sub-Contractor shall maintain such insurance from the time Sub-Contractor commences performance of services hereunder until the termination of the Contract. Within sixty (60) days of the commencement of this Contract, the Sub-Contractor shall furnish copies of the policies.

7. The Sub-Contractor shall complete all reporting and expenditure documents requested by Contractor. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by Contractor.

8. Sub-Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for Contract performance. Said records shall be kept and maintained at 3164 W. Ramsey St., Banning, Ca. 92220.

9. Sub-Contractor shall notify Contractor in writing of any change in mailing address, telephone or fax numbers and/or physical location within ten (10) days of the change.

10. HIPAA Law:

The Sub-Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and

providing services to Institution, hereunder, Sub-Contractor will have access to certain information of Institution that is confidential and constitutes valuable, special and unique property of Institution. Sub-Contractor agrees that they will at no time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without Institution's express written consent, except pursuant to their duties hereunder, any confidential or proprietary information of Institution, including, but not limited to, information which concerns Institution's participants, cost, prices and treatment methods at any time used, developed or made by Institution, and which is not otherwise available to the public. Sub-Contractor shall not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Institution in writing, any participant or medical record information regarding Institution's participants, and Sub-Contractor shall comply will all federal and state laws and regulations, and all rules, regulations, and policies of Institution, regarding the confidentiality of such information. In addition, if necessary, Sub-Contractor agrees to assist in judicial proceedings any effort to obtain access to such records or information except such access as is expressly permitted by the aforementioned federal regulations.

11. Elderly Abuse. In accordance with W & I 15630 (a) all employees of the sub-contractor are mandated reporters of elder and dependent adult abuse. Mandated reporters are required to report all instances of physical abuse of elderly and dependent adults and may report other types of abuse.

Costs:

Nutrition Education and materials plus yearly plan .....	\$800
Site Monitoring quarterly.....	\$600
Staff Training quarterly.....	\$600
Mileage.....	\$200
Total.....	\$2200

(951) 849-5150 (951) 849-4799 Fax	Federal Tax I.D. Number 20-4651795
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**SUBCONTRACTOR:**

**CITY:**

**NUTRITION INK**

**CITY OF MONTCLAIR**

\_\_\_\_\_  
Merijane McTalley, R.D.

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

Date:\_\_\_\_\_

Date:\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Andrea Phillips, Deputy City Clerk

Date:\_\_\_\_\_

## AGENDA REPORT

<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 16-57 WITH CATERING SYSTEMS, INC., TO PROVIDE MEALS FOR THE CITY'S SENIOR CITIZEN NUTRITION PROGRAM	<b>DATE:</b> June 20, 2016  <b>SECTION:</b> AGREEMENTS  <b>ITEM NO.:</b> 5  <b>FILE I.D.:</b> HSV105  <b>DEPT.:</b> HUMAN SVCS.
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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 16-57 with Catering Systems, Inc., to provide meals for the City's Senior Citizen Nutrition program for a term of one year beginning July 1, 2016.

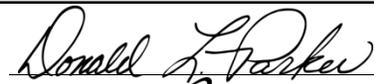
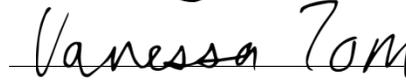
**BACKGROUND:** The City of Montclair is currently contracting with the San Bernardino County Department of Aging and Adult Services (DAAS) to operate a Senior Citizen Nutrition Program at the Montclair Senior Center. The Human Services Department is managing and operating the nutrition program with grant funds awarded by DAAS.

The Human Services Department would like to continue subcontracting with Catering Systems, Inc., for nutrition program meal service. The company has been providing meals for the program since December 1999. Program participants and staff have been pleased with the catering service's performance. Catering Systems, Inc., continues to provide an enhanced menu at a reasonable cost. Catering Systems, Inc., is one of the few approved vendors qualified to provide nutritious meals funded under the Older Americans Act that delivers to San Bernardino County DAAS programs.

Should the Council approve Agreement No. 16-57, Catering Systems, Inc., would continue to deliver prepared meals every weekday. Catering Systems, Inc., would increase the meal cost to \$4.15 per meal, a 10 cent increase from the per meal cost in Fiscal Year 2015-16 due to the minimum wage increase. All of these costs will be covered by DAAS grant funding.

The following chart shows the suggested donation for meals in surrounding cities. The cities of Claremont and Pomona receive grant funding from the Los Angeles County Area Agency on Aging.

<u>City</u>	<u>Donation</u>	<u>Provider</u>
Chino	\$3.00	Family Services Association
Claremont	\$2.00	Morrison's
La Verne	\$3.00	YWCA Unified Nutrimeals
Ontario	\$3.00	Family Services Association
Rancho Cucamonga	\$3.00	Family Services Association
San Dimas	\$3.00	YWCA Unified Nutrimeals
Upland	\$3.00	Family Services Association

Prepared by:		Fiscal Impact Finance Review:	
Proofed by:		Reviewed and Approved By:	

Montclair's current suggested donation is \$2.00 per meal, which is one of the lowest in the surrounding communities. The funding for the meal cost would be paid through participant donations and funding from Agreement No. 16-46 with the San Bernardino County Department of Aging and Adult Services that was approved by the City Council on June 6, 2016.

The term of proposed Agreement No. 16-57 is July 1, 2016, through June 30, 2017.

**FISCAL IMPACT:** There would be no cost to the General Fund as a result of this agreement to provide the Senior Nutrition meals. All of these costs will be 100% grant funded under Agreement No. 16-46 with DAAS.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 16-57 with Catering Systems, Inc., to provide meals for the City's Senior Citizen Nutrition Program.

## FOOD SERVICE AGREEMENT

**THIS AGREEMENT**, executed in Montclair, California, is made by and between the City of Montclair, a California Municipal Corporation, hereinafter referred to as the "Contractor," and Catering Systems, Inc., hereinafter referred to as the "Subcontractor."

**WHEREAS**, the Contractor and the County of San Bernardino Department of Aging and Adult Services, hereinafter referred to as "County," have entered into an Agreement which authorizes the Contractor to provide certain services, said City Agreement being No. 16-46 dated June 6, 2016; and

**WHEREAS**, the aforesaid Agreement provides that the Contractor may subcontract for certain professional services subject to prior County approval; and

**WHEREAS**, the Contractor desires to engage the Subcontractor to provide professional services as detailed elsewhere in this Agreement; and

**WHEREAS**, the Subcontractor desires to perform and provide such services.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the Contractor and the Subcontractor agree as follows:

### AGREEMENT

#### Section 1. Statement of Work and Schedule

The Subcontractor shall perform and provide the services set forth in the Food Service Specifications, which is attached hereto as "Attachment 1" and by this reference incorporated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by said Food Service Specifications as well as by the general provisions herein.

#### Section 2. Representatives of the Parties and Service of Notice

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications shall be given are as follows:

- A. The representative of the Contractor shall be, unless otherwise stated in the Agreement:

Marcia Richter, Director of Human Services  
City of Montclair  
5111 Benito Street  
Montclair, California 91763  
(909) 625-9453

- B. The representative of the Subcontractor shall be:

Lordwin Dsouza  
Catering Systems, Inc.  
2512 East Fender Avenue, Suite E  
Fullerton, California 92831  
(714) 278-9294

### **Section 3. Compensation to the Subcontractor**

The Contractor shall pay to the Subcontractor an amount not to exceed \$4.15 per meal for approximately 80 meals per day for complete and satisfactory performance of the terms of this Agreement. The Subcontractor shall be paid for providing services set forth in this Agreement. Payment shall be made on a bimonthly basis.

### **Section 4. Time of Performance**

The term of this Agreement shall commence July 1, 2016, and terminate June 30, 2017, provided that said term is subject to the provisions of Section 14, "Indemnity, Liability, and Insurance Requirements," and Section 18, "Termination," and the availability of Federal funds through the County.

There are 252 serving days during Fiscal Year 2016-17 including the following holidays and special occasions:

Independence Day - July 4, 2016  
Labor Day - September 5, 2016  
Veterans Day - November 11, 2016  
Thanksgiving (two days) - November 24 and 25, 2016  
Christmas Eve and Day - December 23, 2016  
New Year's Eve and Day - December 30, 2016 and January 2, 2017  
Martin Luther King's Birthday - January 16, 2017  
Presidents Day - February 20, 2017  
Memorial Day - May 29, 2017

### **Section 5. Notices, Demands, and Communications**

- A. Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by registered or certified mail, return receipt requested, and shall be deemed effective as the date of mailing.

- B. Such notices, demands, or communications shall be addressed as set forth below:

1. For the Contractor:

Marcia Richter, Director of Human Services  
City of Montclair  
5111 Benito Street  
Montclair, California 91763  
(909) 625-9453

2. For the Subcontractor:

Lordwin Dsouza  
Catering Systems, Inc.  
2512 East Fender Avenue, Suite E  
Fullerton, California 92831  
(310) 619-1218

- C. If the name of the person designated to receive the notices, demands, or communications or the address of such person is changed, written notice shall be given, in accord with this Section, within five (5) working days of said change.

**Section 6. Audit Records and Bonding**

- A. The Subcontractor shall maintain financial records and reports related to funds received under this Agreement.
- B. The Subcontractor shall maintain books, records, documents, and other accounting procedures and practices, which reflect all costs of any nature, including cost of raw food and labor costs, expended in the performance of this Agreement.
- C. These records shall be subject to audit or inspection by duly authorized County, State, or Federal personnel.
- D. The Subcontractor shall maintain all books, records, and other documents relative to this Agreement for three (3) years after final payment or audit by the United States Department of Health and Human Services, the California Department of Aging, and County for five years if no audit occurred.
- E. The Subcontractor shall provide to the Contractor, on an annual fiscal year basis, a statement that all persons handling funds received or disbursed by this Agreement are covered by Fidelity Insurance.
- F. The Subcontractor shall provide, on an annual basis, an official copy of the Certified Public Accountant audit, which shall be conducted following generally accepted audit practices, to determine that there has been a proper accounting for and use of contract funds. All records of the Subcontractor bearing upon food purchases, storage, and food preparation directly related to said program under this Agreement shall be made available to the Contractor upon request.
- G. The Subcontractor shall furnish reports as required by the Contractor, County, California Department of Aging, and the U.S. Administration on Aging.
- H. Subcontractors shall use standardized recipes which meet Hazard Analysis requirements and which shall be available to Contractor and County.
- I. The Subcontractor shall supply raw food and labor costs to the Contractor as needed.
- J. The Subcontractor shall permit periodic monitoring of contracted activities by Contractor, Centralized Dietary Services, County, State, or Federal personnel.

## **Section 7. Amendments to Agreement**

Any changes in the terms of this Agreement, including changes in the scope of services to be performed by the Subcontractor and any increase or decrease in amount of compensation which are agreed to by the Contractor and the Subcontractor, shall be incorporated into this Agreement by a written amendment properly executed by both parties. Prior written approval shall be received from County.

## **Section 8. Permit and Licenses**

The Subcontractor shall hold valid permits, license, certificates, and other documents as are required by the State, County, City, or other governmental or regulatory bodies to legally engage in and perform the services to be provided under this Agreement, such as public health license, Orange County Inspection Reports, annual Fire Inspection Certificates, and other documents attached for County's approval. The Subcontractor shall notify the Contractor immediately of any suspension, termination, lapses, non-renewals, or restrictions of required licenses, certificates, or other documents that may be cause for termination of this Agreement.

## **Section 9. Conflict of Interest**

- A. The Subcontractor, during the period to be covered by this Agreement, shall have no interest, direct or indirect, with respect to the Contractor that could create a conflict of interest.
- B. No member, officer, or employee of the Contractor and no official, officer, or employee of the County who exercises any responsibilities or functions with respect to the Contractor during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- C. The Subcontractor warrants that no person has been employed to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Contractor the right to terminate this contract or, at the discretion of the Contractor, to deduct from the Subcontractor's fees the amount of such commission, percentage, brokerage, or contingent fees.

## **Section 10. Independent Contractor Status of the Subcontractor**

The parties agree that the performance of the Subcontractor's services hereunder shall be in the capacity of an Independent Contractor and that no employees of the Subcontractor have been, are, or shall be employees of the Contractor or County by virtue of this Agreement, and the Subcontractor shall so inform each employee organization and each employee who is hired or retained under this Agreement.

## **Section 11. Assignment or Transfer of Interest**

The Subcontractor shall not assign or transfer any interest in this Agreement, except that claims for moneys due or to become due from the Contractor under this Agreement may be assigned to a bank, trust company, or other financial institution.

## **Section 12. Applicable Sections of Agreement between County and the Contractor**

The Contractor and the Subcontractor agree that all conditions set forth in the Agreement between the County and the Contractor, as applicable in the performance of this Agreement, are hereby included herein by reference as though set forth herein in full. Referenced sections are available at the Contractor and County for review during normal business hours.

## **Section 13. Discrimination Prohibited**

- A. The Subcontractor shall not discriminate against any employee or person served on account of race, color, sex, religious background, ancestry, national origin, or disability in its performance of this contract and hereby agrees to comply with all Federal, State, and County laws or regulations pertaining hereto including the Americans With Disabilities Act and applicable Civil Rights Acts.
- B. It is expressly understood that upon receipt of evidence of such discrimination, the Contractor shall have the right to terminate said contract.
- C. Affirmative Action: A written affirmative action plan, embodying both (1) goals and timetables of minority manpower utilization; and (2) specific affirmative action steps directed at increasing minority utilization by means of applying good faith efforts to carry out such steps, is to be included.

## **Section 14. Indemnity, Liability, and Insurance Requirements**

- A. The Subcontractor agrees to defend, indemnify, and hold harmless the Contractor and the County, their officers, employees, and assigns, against any and all claims arising from acts, omissions, or negligence of the Subcontractor, its officers, or employees in the performance of this Agreement. The Subcontractor shall defend any suit against the Contractor and County alleging personal injury, sickness, or disease arising out of meals served at the project sites (or home delivered) provided food is served one hour after delivery (or eaten immediately after home delivery).
- B. The Contractor shall promptly notify the Subcontractor in writing of any claims against the Contractor or Subcontractor and, in the event of a suit being filed, the Contractor shall promptly forward to the Subcontractor all papers in connection therewith. The Contractor shall not incur any expenses or make any settlement without the Subcontractor's consent. However, if Subcontractor refuses or neglects to defend any such suit, the Contractor may defend, adjust, or settle any such claim, and the cost of such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to the Subcontractor.
- C. The Subcontractor shall furnish proof in the form of a hand-signed certificate of insurance that he/she carries insurance in the minimum amounts listed below prior to commencement of performance under this Agreement. Such coverage shall be maintained currently effective until receipt of final payment under the terms of this Agreement.

- 1. Comprehensive General \$1,000,000 combined Single Liability [including (CSL) minimum Product Liability]
  - 2. Professional Liability \$1,000,000 per occurrence
- D. Comprehensive Auto Liability (owned and non-owned)
- 1. Bodily Injury
    - \$ 100,000 each person
    - \$ 300,000 each accident
    - \$ 300,000 aggregate products
  - 2. Property Damage
    - \$ 50,000 each accident
    - \$ 250,000 aggregate operations
    - \$ 250,000 aggregate protection
    - \$ 250,000 aggregate products
    - \$ 250,000 aggregate contractual
- E. Worker's Compensation. The statutory limit shall be in accordance with Sections 3700 and 3800 of the Labor Code of the State of California.
- F. Additional Insured. The City of Montclair and County of San Bernardino shall be named as additional insured on all policies or certificates.
- G. Cancellation Notice. A 30-day Notice of Cancellation shall be mailed to the Contractor and County, 686 East Mill Street, San Bernardino, California 92415.
- H. In the event any new or additional meal locations are started, the insurance carrier shall name all new or additional sites as insured under the policy.
- I. Failure on the part of the Subcontractor to procure or maintain required insurance shall constitute a material breach of Agreement and Contractor may immediately terminate or suspend this Agreement.

**Section 15. Compliance with Statutes and Regulations**

- A. In the performance of this Agreement, the Subcontractor shall obey all laws of the United States, the State of California, and the ordinances, regulations, policies, codes, and provisions of County.
- B. The Subcontractor shall conform to the nutrition requirements under Title III-C of the Older Americans Act of 1965, as amended, including providing the minimum Title III-C requirement per person of one third of the Recommended Daily Dietary Allowance (RDA).
- C. The Subcontractor shall comply with the California Uniform Retail Food Facilities Law (CURFFL). The Hazard Analysis (HACCP) requirements and San Bernardino County Department of Aging and Adult Services Policy and Procedures for Senior Nutrition Sites.

## **Section 16. Federal, State and Local Taxes**

Federal, State, and local taxes shall be the responsibility of the Subcontractor as an independent contractor and not as a Contractor employee.

## **Section 17. Renewal Options**

This Agreement is for one year only. It is optional on the part of the Contractor to renew the Agreement if desired. However, all agreements must be put out to bid during the County RFP period. Contractors must publicly bid on subsequent project year food contract. Bids will be awarded based on cost, capacity to provide service, proven competency and quality of product, proximity of meal locations, or other justifiable reasons.

## **Section 18. Termination**

The Contractor may terminate this Agreement at any time within the period of its duration upon not less than thirty (30) days' written notice by the Contractor to the Subcontractor or immediately for cause. The Subcontractor may terminate this contract upon not less than thirty (30) days' written notice to the Contractor. Notice shall be provided as in Section 5 herein.

In addition, the contract may be terminated because of lack of funds, repeated citations by County, and failure to make corrective actions required by County. In the event funds to finance this contract, or part of this contract, become unavailable, the obligations of each party hereunder may be terminated upon no less than ten days' written notice to the other party. Said notice shall be delivered by certified mail, telegram, or in person. County shall be the final authority as to the availability of Federal or State funds. Waivers of breach of any provision of the contract shall not be construed to be a modification of the terms of the contract.

## **Section 19. Negotiation of Disputes**

Any disputes of law or fact between the Contractor and the Subcontractor shall be settled between the parties concerned in such a manner that they will not delay or adversely affect the performance of the Contractor. Should any questions remain unresolved, the dispute would be submitted to the Director of the Area Agency on Aging or his designee to render a decision. Said decision will be binding upon the Contractor and the Subcontractor.

## **Section 20. Prior Approval of Subcontracts**

The Subcontractor shall not enter into any subcontracts, for all or part of the services contemplated under this Agreement, without obtaining prior written approval of the Contractor and the Area Agency on Aging, which shall then be made a part of the original Agreement. No subcontracts shall be approved which would incur an obligation higher than the original agreed-upon price.

## **Section 21. Fair Labor Standards Compliance**

Subcontractor agrees to indemnify, defend, and hold harmless the County of San Bernardino and the Contractor, its agents, officers, and employees from any and all

liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by the Subcontractor's employees for which the Contractor or the County of San Bernardino may be found jointly or solely liable.

## **Section 22. Citizenship Laws**

Subcontractor and Contractor warrant their full compliance with all laws regarding employment of aliens and others and that all their employees performing services hereunder meet the citizenship or alien status requirements contained in Federal Immigration Reform and Control Act of 1986. Subcontractor and Contractor shall obtain from all covered employees services hereunder all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Subcontractor and Contractor shall retain such documentation for all covered employees for the period prescribed by law. Subcontractor and Contractor shall indemnify, defend, and hold harmless the County, its officers, and employees from employer sanctions and any other liability which may be assessed against Subcontractor and Contractor of County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this contract.

## **Section 23. Subcontractor Staffing Requirements**

To assure that meals are prepared in a safe, sanitary environment in compliance with the California Health and Safety Code, the San Bernardino County Department of Aging and Adult Services Policies and Procedures, and Contracts Management Manual, the Subcontractor shall comply with the following requirements:

The Subcontractor shall hire a part-time Registered Dietitian (minimum 20 hours a week) who possesses a Bachelor's degree and/or Master's degree in Nutrition/Dietetics with an institutional food service management emphasis from an accredited college or university for supervision of the food services operation within the catering company and/or central kitchen. The Dietitian shall be both qualified as specified in sections 2585 and 2586, Business and Professions Code, and registered by the Commission on Dietetic Registration.

**Or**

The Subcontractor shall hire a qualified Food Service Manager who possesses a Bachelor of Science degree in Food and Nutrition with emphasis on food service management or restaurant management from an accredited college or university, plus two (2) years' professional experience as a food service supervisor; no less than six (6) years of experience in the food service industry at a supervising level can be substituted for the four-year degree requirements. The Subcontractor must submit to the Contractor the registration identification number and expiration date of Registered Dietitian along with complete verifiable résumés of the Registered Dietitian or Food Service Manager for County's approval.

The County may, at its sole discretion, waive this requirement or, for repeated deficiencies of noncompliance, require the Subcontractor to fill both positions and/or to expand the required positions to full-time positions.

**Section 24. Date of Execution**

The parties hereto agree that the first party to execute this Agreement shall enter the date executed in the blank provided herein on both duplicate originals, which date shall be the date this Agreement is made provided, however, the term shall be for the period set forth in Section 4 herein.

**Section 25. Complete Agreement**

This Agreement, Appendices, if applicable, and Attachment 1 contain the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

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

**Subcontractor:**

**CATERING SYSTEMS, INC.**

**City:**

**CITY OF MONTCLAIR**

\_\_\_\_\_  
**Lorwin Dsouza**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**ATTEST:**

\_\_\_\_\_  
**Andrea Phillips**  
**Deputy City Clerk**

\_\_\_\_\_  
**Date**

## ADDENDUM

### OTHER REQUIREMENTS (Contractor's Option)

"Penalties for discrimination in employment - Any contractor who shall be found in violation of the nondiscrimination provisions of the State of California Fair Employment Practice Act or similar provisions of federal law or executive order in the performance of any contract with the City, thereby shall be found in material breach of such contract and thereupon the City shall have power to cancel or suspend the contract, in whole or in part, or to deduct from the amount payable to such contractor the sum of \$25 for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract, both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this section."

"Penalties for violation of affirmative action provisions - Any contractor who shall be found in violation of the agreement to pursue an affirmative course of action, or in violation of any provision of the affirmative action guidelines pertaining to the contract, shall be found in material breach of such contract and thereupon the City shall have power to cancel or suspend the contract, in whole or in part, or to deduct from the amount payable to such contractor the sum of \$250 for each calendar day during which the contractor is found to have been in noncompliance, damages for said breach of contract, or both."

**FOOD SERVICE SPECIFICATIONS  
BETWEEN THE CITY OF MONTCLAIR  
AND CATERING SYSTEMS INC.**

**STATEMENT OF WORK AND SCHEDULE**

During the time of performance as set forth herein, the Subcontractor shall furnish all food, labor, and equipment necessary to prepare and deliver individual meals and/or bulk food for persons 60 years of age and older in compliance with the Title III Congregate and Home-Delivered Nutrition standards as described in Federal, State, and County regulatory statutes and the California Health and Safety Codes, more specifically, the California Uniform Retail Food Facilities Law (CURFFL) as amended January 1, 1996, the Older Americans Act (OAA), Amendment of 1992, and the San Bernardino County Department of Aging and Adult Services (County).

To assure that meals are prepared in a safe, sanitary environment, in compliance with the California Health and Safety Code, the DAAS Policies and Procedures and Contracts Management Manual, the Subcontractor shall comply with the following requirements:

The Subcontractor shall hire a part-time Registered Dietitian (minimum 20 hours a week) who possesses a Bachelor's degree and/or Master's Degree in Nutrition/Dietetic with an institutional food service management emphasis from an accredited college or university, for supervision of the food services operation within the catering company and/or central kitchen.

The Subcontractor shall hire a qualified Food Service Manager who possess a BS degree in Food and Nutrition with emphasis on food service management or restaurant management from an accredited college or university, plus two (2) years professional experience as a food service supervisor; no less than six (6) years of experience in the food service industry at a supervising level can be substituted for the 4 year degree requirements.

The Subcontractor must submit, to the Contractor, the registration identification number and expiration date of the Registered Dietitian along with complete verifiable resumes of the Registered Dietitian or Food Service Manager for the County's DAAS approval.

The County may, at its sole discretion, waive this requirement or for repeated deficiencies of non-compliance, require the Subcontractor to fill both positions, and/or to expand the required positions to full time positions.

A. Number of Meals

The estimated number of meals required per day is between 60 and 90, Monday through Friday. The maximum requirement is outlined below.

	<i>Total Maximum Annual Meals</i>	<i>Catered Cost of Meal</i>
Monday through Friday	90	\$4.15
Saturday	N/A	
Sunday	N/A	
Box lunches	N/A	
Breakfast	N/A	
Frozen meals	N/A	
Other food items	N/A	
<b>Total Max Annual Meals</b>	<b>23,200</b>	<b>\$96,280.00</b>

B. Delivery

1. The meals shall be delivered as follows:

<i>Meal Location</i>	<i>Approx. Number of Meals</i>	<i>Time Food Preparation Completed</i>	<i>Time Food Leaves Kitchen</i>	<i>Time Food Arrives at Site</i>
Montclair Senior Center 5111 Benito Street Montclair, California	60-90	10:00 a.m.	10:30 a.m.	11:00 a.m.

2. The Contractor reserves the right to add or delete meal sites or designate alternate meal locations, as appropriate, subject to approval by County.
3. The Contractor may change the days and time of delivery and service by giving the Subcontractor seven (7) days notice.
4. The Contractor may change the number of meals to be delivered to any of the meal locations by notifying the Subcontractor by 10:00 a.m. the day prior to delivery.
5. The Subcontractor shall deliver the meals no more than 60 minutes prior to or 30 minutes after the agreed upon serving time.
6. Box lunch delivery time may be as early as 9:00 a.m. as long as appropriate holding facilities are available for perishable food items and

meals are transported under appropriate packing, heating and cooling temperature requirements.

7. The Contractor reserves the right to require Subcontractor to deliver food on all holidays that food service is needed.
8. The contractor shall serve foods for congregate meals; within two (2) hours after food preparation has been completed.

C. Delivery Service Specifications

1. Meals are to be delivered in (bulk/individual) prepackaged servings.
2. The Subcontractor shall supply the following food service items.

<i>Item</i>	<i>Specifications</i>
Rectangular disposable plates	Five compartment
Disposable bowls	Eight-ounce soup bowls
Disposable flatware	Bulk or pre-packaged, good quality
Napkins	Good quality
Table coverings	Paper placemats
Disposable cups	Eight-ounce cups for bulk milk
Other	Straws, plastic gloves, boxes, or bags as needed for box lunches

3. The Subcontractor shall provide all serving trays and utensils, warming, refrigerating and freezing equipment, where necessary, for the maintenance of proper temperatures as specified herein, and shall provide servicing of the equipment and/or replacement (depending on needs of Project).
4. All food must be packaged and transported under conditions that will ensure temperature control to prevent bacterial contamination, spillage, and/or infestation. All hot foods should be packaged individually or in bulk containers to ensure a minimum delivery temperature of 145° F. All cold foods must be packaged to ensure a maximum delivery temperature of 40° F. All foods intended to be delivered frozen shall be packaged to maintain a hard frozen state until such food reaches point of delivery.

Temperature of bulk and home-delivered meals must be taken daily at the end of production/packaging and on delivery at the nutrition site by the Subcontractor and Contractor. Hot and cold foods must be placed immediately into insulated hot and cold transport equipment upon completion of packing.

Daily written documentation of temperature logging/monitoring must be kept by Subcontractor and will be subject to audit by the centralized dietary services and the County nutritionist.

The sites shall be assumed correct on shortages unless the caterer proves them wrong. All calls regarding shortages and food replacement will be communicated by the Contractors office.

5. Meals must be delivered in refrigerated trucks and/or approved for bulk-insulated containers for hot pack and cold pack. Delivery standards shall comply with applicable local health department regulations.
6. Food and supplies must be packed and handled in a sanitary manner to assure absence of contamination and spillage.
7. The program may require replacement of any cold food that is received on site at above 45 F and any hot food that falls below 140 F.
8. Food shortages and/or spoiled foods that are reported to the caterer by agree time of delivery must be replaced or the enclosed deduction schedule will be utilized.
9. Packing of food for delivery to the sites will be negotiated as mutually acceptable to the Contractor and Subcontractor. Sites may differ on packaging of some items due to available site equipment and time/distance.
10. The Subcontractor shall be responsible for cleaning and care of equipment returned to his facility each day.
11. The Subcontractor shall place food in areas designated by meal location managers.
12. Food shall be transported no longer than 60 minutes after packaging.
13. Food shall be kept in heat retaining equipment no longer than **60 minutes** prior to serving.
14. Each delivery shall be accompanied by a delivery slip, in triplicate, designating number of meals and supplies delivered. Project Director or designated person will sign receipt, if in order, and one copy shall be left with the Project Director.
15. Instructions shall be attached to each food product delivered indicating name of meal location, number of servings, size of servings, and size of utensil to be used in serving.
16. Cake, cornbread, and casserole dishes, i.e. meatloaf, lasagna, tuna noodle casserole shall be pre-scored by the Subcontractor for the appropriate number of servings.
17. All Subcontractor delivery equipment shall be removed from the meal location by the next service day. Contractor is not responsible after this time.

18. The Subcontractor shall provide a back-up delivery system in the event of vehicle breakdown.
19. Electrical items required to be provided herein shall have the UNDER-RITERS LABORATORY approval and meet all current OSHA and COSHA laws and regulations. Subcontractor shall provide Contractor with a current copy of the health certificate and any corrected deficiencies with bid. To ensure that all regulations are followed, the Subcontractor must have a qualified food service manager or part-time registered dietitian (20 hours per week) or staff who will assure that meals are prepared in a safe and sanitary condition throughout the meal service operation.
20. Authorized representatives of the Contractor, County, centralized dietary services, State, and Federal shall have the right to inspect food preparation, storage, and packaging sites during the term of the contract.

D. Meal Standards

1. A Chemical analysis of any food delivered by the Subcontractor may be requested by the Contractor or County at any time. The Subcontractor agrees to cooperate in having the analysis done. If the analysis discloses that the food does not comply with required meal specifications, the Subcontractor shall be liable for the cost of this analysis and meals served to seniors out of compliance.
2. The Subcontractor shall be liable for meals that do not meet the nutritional standards and requirements, are spoiled or unwholesome at time of delivery, are incomplete or insufficient in number ordered, or are delivered after the time specified by the Contractor. In the event the Subcontractor fails to deliver complete meals, other foods, or supplies as agreed upon, the Contractor may provide a substitute meal with emergency meals of supplies purchased from other places and charge the cost of the purchased meal to the Subcontractor. The replacement cost shall not exceed **100** percent of the contract catered meal cost.
3. If any portion of a meal other than the entree is delivered in an unacceptable condition, such as incorrect temperature (potentially hazardous)\* less than contracted portion, spoiled or too late, the Subcontractor shall be liable for the cost of that portion. If the entree is unacceptable, the Subcontractor shall be liable for the cost of the entire meal. In order to ensure conformance to the above, the delivery driver shall remain at the site until the food is checked by the location manager. All shortages shall be noted on delivery slip for proper crediting.

E. Menu Requirements

1. All menus shall comply with Title III-C meal pattern requirements.
2. A **six-week** cycle menu shall be used that is written once yearly.

3. The Contractor has the responsibility for menu writing with input from the Project Council and Subcontractor. The menu shall be approved by the centralized dietary services dietitian.
4. The Contractor is responsible for typing and duplicating the menu.
5. All menus must be signed by the Project Director, Project Council Chairman or designee, the centralized dietary services dietitian, and certified by the County nutritionist prior to the start of the menu cycle.
6. The Project Director or centralized dietary services dietitian shall submit all menu substitutions by the Subcontractor at least 2 days prior to the serving date. The subcontractor may, however, in an emergency make menu substitutions on verbal approval of the Project Director or centralized dietary services dietitian, with a written notice to follow for documentation.
7. Provisions shall be made by the Subcontractor to provide in-service training regarding food sanitation and safety for their food service staff. Documentation of such training shall be submitted to the Contractor. County may require the Contractor, based upon major finding of non-compliance items in food and safety, to provide additional food service training.

\*See definition of Potentially Hazardous Food, DAAS Contract Management for Service Providers.

F. Meal Pattern Specifications

1. All food must be of the highest quality standard and conform to USDA requirements. It must be prepared in a manner to preserve optimum flavor and appearance while retaining nutrients and food value. Special consideration should be given to tenderness of meat because of the age of our participants. The Subcontractor is responsible for assuring its high quality before it is sent to the meal sites.

**Title III – Meal Pattern:**

Meat or meat alternatives	A minimum of 15 g protein per meal required. Specification for all processed preformed meat must be approved by the County nutritionist before adding to menu. Two-and one-half-ounce edible portion of meat/meat alternate in casserole dishes.
Vegetable/Fruits	Two half cup servings each per meal (exclusive of dessert).
Juice*	One-half cup Vitamin C fortification required to satisfy Vitamin C requirement.

Starch or alternate	One slice bread or one-half cup serving cooked starch, such as rice, pasta, etc. Selections made from whole grains are preferred.
Fortified margarine or butter	One teaspoon.
Dessert*	One-half (1/2) cup portions or fresh fruit equivalent. Limit of 1 dessert high in sugar, refined grains, or saturated fat per week.
Milk or milk product	Eight-fluid-ounce serving or calcium equivalent. Liquid milk served must be 1% fat, nonfat, or buttermilk.

- (a) In the preparation of all meals, the Subcontractor shall use a minimum of simple sugars. Each meal shall not exceed 1000 milligrams of sodium and shall be low in fat (standard is no more than 30 percent or less of total calories). Limit of 2 high-sodium meals served in any week.
- (b) Subcontractor shall provide all condiments that are normally served with specific menus including, but not limited to, salt; pepper; salad dressing; tartar sauce; mustard; catsup; cream; sugar; and garnishes, such as lemon slices and parsley (as agreed upon). A low-sodium salad dressing choice shall be offered and used in sodium and other nutrient calculations for menus with green salads.
- (c) Ground beef may be used no more often than twice a week and must be in solid form such as meat loaf or Salisbury steak for one of the servings. The fat content cannot exceed 15 percent.
- (d) Textured vegetable protein may be used at no greater amount than 30 percent of the total protein.
- (e) Meat alternates (dried beans, peas, lentils, nuts, nut butters) shall not be served more often than one time per week.
- (f) Desserts, such as fruits or high-nutrient density desserts shall be served throughout the week in one-half (1/2) cup portions. High-calorie desserts, such as plain gelatin desserts, cakes, pies, cookies, and similar foods, shall also be included but are to be limited to once per week. Milk-based dessert may be served once per week. A dessert consisting of 50 percent fruit (fruited Jell-O, etc.) may be served once a week.
- (g) Different fruits will be served once per meal. Whole fresh fruit in season shall be served at least once during each week. Canned fruit will be water packed or packed in its own juice.

2. Minimum grades for all foods shall be as follows:
- (a) Beef: USDA Grade A choice
  - (b) Pork: USDA Number 1 (as defined in S R.A., No. 171, U.S. Standards and Grades of Pork Carcasses)
  - (c) Lamb USDA choice
  - (d) Poultry USDA Grade A to be used for all fresh or frozen poultry products. Necks, backs, and wings alone shall not be used prior approval of the Project Director or project designee. Reconstructed roll products are not acceptable (optional).
  - (e) Variety meats: Grade No. 1 from USDA Government-inspected plants.
  - (f) Dairy products: Following is to be used as minimum specifications for all graded dairy products:
    - (1) Eggs, fresh USDA or State Graded A
    - (2) Cheese, USDA Grade A non-processed cheese
    - (3) Milk, low fat, shall be available
  - (g) Fish and seafood must be fresh or frozen and be a nationally distributed brand packed under continuous inspection of the U.S. Department of Interior.
  - (h) Canned fruits and juices: USDA Grade A (Fancy) and Grade B (Choice) are to be used for all graded fruits and fruit juices. Grade C (Standard) may be used for pie and cobbler products only.
  - (i) Fresh fruits: USDA Fancy to USDA No. 1 to be used for all graded fresh fruits as a minimum standard.
  - (j) Fresh vegetables: USDA Fancy and No. 1 to be used for all graded fresh vegetables as a minimum standard.
  - (k) Frozen fruits and vegetables: USDA Grade A is to be used for all graded frozen fruits and vegetables as a minimum standard.

3. Meal Component/Nutrient Analysis

- (a) A meal component /nutrient analysis of the entire menu cycle conducted and/or approved by a Registered Dietitian shall be completed in compliance with OAA, Section 339, and California Regulations, Title 22, Division 1.8, Chapter 4, Article 5, Section 7638.5.

Computerized Nutrient Analysis Requirements:

Although not required, use of computerized nutrient analysis is strongly recommended and will help ensure and verify the nutritional adequacy of meals. The goal of assessing nutrient intakes of groups is to determine the prevalence of inadequate or excessive nutrient intakes within a particular group of individuals. While meal patterns serve as a basic framework for menu planning, providers are encouraged to use computerized nutrient analysis because it provides specific information on nutrients the menu may **not** be providing. The information that a menu is not supplying all of the desired nutrients will guide the development of future menus. As required menu elements are expanded, it is more difficult to meet all of the requirements on a daily basis. Nutrition programs for the elderly should focus on:

- Vitamin A
- Vitamin C
- Protein
- Fat
- Sodium
- Fiber

Not all nutrient guidelines will be met with each meal. However, areas that do not meet the requirements should be the focus of future menu revisions and nutrition education.

The following nutrients should be included in the analysis when the computerized nutrient analysis method is used: calories; protein; carbohydrates; total fat; saturated fat; total fiber; Vitamins A, C, D, E, K, thiamin, riboflavin, niacin, B6, folate, B12; calcium, chromium, copper, iron, magnesium, sodium, and zinc. In addition to meeting one third of the Dietary Reference Intakes, the menus should also follow the Dietary Guidelines for Americans.

- (b) Menu cycle shall be analyzed on a regular basis and documentation maintained for County review.

G. Supplies Specification Procedures

The Subcontractor shall provide disposable table service based upon the supplies specification included. These supplies shall be ordered and delivered weekly at each site. A minimum of one week's supply on hand at all times. The Contractor shall supply order forms and monitor supply usage.

The Subcontractor shall furnish, as part of supplies, the cleaning and other miscellaneous supplies (see Supplies Specification Sheet). These supplies will be ordered as needed. The Contractor shall supply order forms and monitor supply usage. (This is subject to negotiation.)

**EVALUATION OF SUBCONTRACTOR**

The Contractor and centralized dietary services dietitian shall evaluate the Subcontractor's performance to determine if the Agreement is in compliance in meeting requirements. All evaluations must be sent to the County nutritionist.

**RECEIPTS AND INVOICES PROCEDURES**

- A. The Subcontractor shall issue daily delivery receipts to each site.
- B. After the close of each week, the Subcontractor will furnish to the program an invoice of meals ordered by the program, the previous week. The Contractor will pay such invoices for the prior week within 30 days after receipt of same invoice or as agreed between the Contractor and Subcontractor.

**DEDUCTION PROCEDURE**

- A. The Subcontractor shall deliver meals that meet Title III-C menu regulations. If the Subcontractor fails to deliver all menu items or appropriate substitute items and/or the program rejects food, the Subcontractor shall be reimbursed as outlined in Section 4, "Meal Standards."

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT  
NO. 16-58 WITH ALL CITY MANAGEMENT  
SERVICES, INC., FOR SCHOOL CROSSING  
GUARD SERVICES

**DATE:** June 20, 2016

**SECTION:** AGREEMENTS

**ITEM NO.:** 6

**FILE I.D.:** PDT205

**DEPT.:** POLICE

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 16-58 with All City Management Services, Inc., for school crossing guard services.

**BACKGROUND:** All City Management Services, Inc. has provided school crossing guard services for the City since November 1998. Said Agreement serves only to extend the term of the contract for one year, effective July 1, 2016. All City Management Services, Inc., has agreed to maintain the current hourly billing rate of \$16.65 for the duration of FY2016-17.

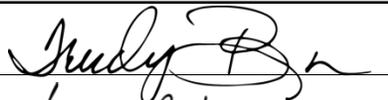
**FISCAL IMPACT:** \$126,000 is allocated in the Police Department Fiscal Year 2016-17 Budget to provide crossing guard services for the 2016-17 school year.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 16-58 with All City Management Services, Inc., for school crossing guard services.

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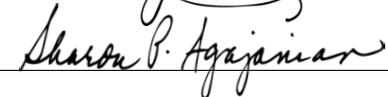
Prepared by:



Fiscal Impact  
Finance Review:



Proofed by:



Reviewed and  
Approved By:



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**Agreement No. 16-58**

**An Agreement Amending Agreement No. 15-55 and Superseding Any Subsequent Amendments of Such Agreement Between The City of Montclair and All City Management Services, Inc., for Crossing Guard Services**

This Agreement is made and entered into this July 1, 2016, by and between the **City of Montclair**, hereinafter referred to as the "City", and **All City Management Services, Inc.**, hereinafter referred to as the "Contractor";

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period of time which commences July 1, 2016, and ends on June 30, 2017, and for such term thereafter as the parties may agree upon.
2. The Contractor is an independent contractor and the guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City's representative in dealing with the Contractor shall be the City Manager or such person as the City Manager may designate.
4. If, at any time during the contract period, the City questions the meaning of any item of this Agreement, the City may contact the Contractor for interpretation of that item.
5. The City shall have the right to determine the hours and locations when and where guards shall be furnished by the Contractor. The Contractor shall notify the City in writing of any changes which may need to occur in hours of work or locations. The City further has the power to add to, delete from, or revise the work schedule/locations at any time.
6. The Contractor shall provide supervisory personnel to see that guard activities are taking place at the required places and times, and in accordance with all items of this Agreement.
7. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate guards in the event that any person fails to report for work at the assigned time and location.
8. The Contractor shall provide personnel properly trained as herein specified for the performance of duties of Crossing Guards. In the performance of their duties the Contractor and employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and laws and codes of the State of California and the City of Montclair.
9. The Contractor shall train, schedule, provide, and supervise personnel in accordance with the contract and the rules and regulations of the City of

Montclair. Crossing Guards shall perform their duties as trained and within the City's rules for such guards.

10. Persons provided by the Contractor as Crossing Guards shall be trained in the laws and codes of the State of California and the City of Montclair pertaining to general pedestrian safety and school crossing areas.
11. Crossing Guard Services shall be provided by the Contractor at the designated locations and at the designated hours on all days on which the designated schools in the City of Montclair are in session.
12. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary. Apparel and equipment shall be pre-approved by the City Manager or the designee.

**(a) Types of Required Coverages**

Without limiting the indemnity provisions of the Contract, the Contractor shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

- (1) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, with minimum limits of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and \$3,000,000 aggregate total bodily injury, personal injury and property damage. Commercial General Liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (2) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned, and hired autos, or the exact equivalent, with minimum limits of \$1,000,000 for bodily injury and property damage, each accident. If Contractor owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (3) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for

bodily injury and \$1,000,000 each employee for bodily injury by disease.

**(b) Endorsements**

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (1) The insurance coverages required by Section (a)(1) Commercial General Liability; and (a)(2) Automobile Liability Insurance shall contain the following provisions or be endorsed to provide the following:

**Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Contract. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of contractor
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the Contract)

**Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

- (2) The policy or policies of insurance required by Section (a)(3) Workers' Compensation shall be endorsed, as follows:

**Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

**(c) Notice of Cancellation**

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

**(d) Waiver of Subrogation**

Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision.

**(e) Evidence of Insurance**

The Contractor, concurrently with the execution of the contract, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

**(f) Deductible or Self-Insured Retention**

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

**(g) Contractual Liability**

The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this contract.

**(h) Failure to Maintain Coverage**

Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Contract. In addition, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

**(i) Acceptability of Insurers**

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

**(j) Claims Made Policies**

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor's Contract with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least three (3) years from termination or expiration of this Contract.

Upon expiration or termination of coverage of required insurance, Contractor shall procure and submit to City evidence of "tail" coverage or an extended reporting coverage period endorsement for the period of at least three (3) years from the time that all work under this contract is completed.

**(k) Insurance for Subcontractors**

Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the City as an Additional Insured to the Subcontractor's policies.

14. Contractor agrees to indemnify the City, its officers, employees, and agents against, and will hold and save each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the negligent acts or intentional tortious acts, errors, or omissions of Contractor, its agents, employees, subcontractors, or invitee, or otherwise arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement.

- a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
- b) Contractor will promptly pay any judgment rendered against City, its officers, agents, or employees for any such claims, damages, penalties, obligations or liabilities.
- c) In the event City, its officers, agents, or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the performance of this Agreement, Contractor agrees to pay City, its

officers, agents, or employees, any and all costs and expenses incurred by City, its officers, agents, or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.

- d) All obligations under this provision are to be paid by Contractor as they are incurred by City.
- e) The provisions of this indemnity provision as contained at Paragraph 14 are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City. Contractor acknowledges that City would not enter into this Agreement in the absence of the commitment of Contractor to indemnify and protect as set forth herein.

15. Either party shall have the right to cancel this Agreement by giving thirty (30) days written notice to the other.

16. The Contractor shall not have the right to assign this Contract to any other person or firm except with the consent of the City.

17. The City agrees to pay Contractor the sum of Sixteen Dollars and Sixty-Five Cents (\$16.65) per hour for each hour of crossing guard service provided pursuant to this Agreement.

18. In the event that this Agreement is extended beyond June 30, 2017, the compensation for services shall be established by mutual consent of the parties. Said payment shall be made upon written statement to the City by the Contractor and approval of the appropriate City representative.

19. This Agreement shall be governed by and construed in accordance with the law of the State of California.

20. In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorney's fees and costs from the opposing party in an amount determined by the court to be reasonable.

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

**City of Montclair**

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

Date \_\_\_\_\_

**All City Management Services, Inc.**

By \_\_\_\_\_  
Baron Farwell, General Manager

Date \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_  
Andrea M. Phillips, Deputy City Clerk

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 16-59 WITH THE MONTCLAIR CHAMBER OF COMMERCE TO PROVIDE SERVICES TO PROMOTE LOCAL ECONOMIC DEVELOPMENT	<b>DATE:</b> June 20, 2016 <b>SECTION:</b> AGREEMENTS <b>ITEM NO.:</b> 7 <b>FILE I.D.:</b> COC050 <b>DEPT.:</b> ECONOMIC DEV.
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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 16-59 with the Montclair Chamber of Commerce to provide services to strengthen and enhance local economic development activities.

**BACKGROUND:** The Montclair Chamber of Commerce was organized in 1958 and has offered its services to the local business community since that time. The Montclair Chamber of Commerce promotes business growth and a business-friendly climate in the Montclair community.

Agreement No. 16-59 would provide funding to the Montclair Chamber of Commerce, a partner agency, for the following services to support economic development in the City of Montclair:

- Monitor and aid in the retention, expansion, and development of existing businesses.
- Promote Montclair as an attractive and prime location for business operations.
- Provide for the support and nurturing of businesses and the development of an entrepreneurial environment through cooperation with other local, county, state, and federal economic development organizations.
- Endeavor to represent all business interests wherever located in the City of Montclair and to conduct its affairs in such a way as to benefit all businesses and areas of the City.

The term of Agreement No. 16-59 is July 1, 2016 through June 30, 2017.

**FISCAL IMPACT:** If approved by the City Council, the Montclair Chamber of Commerce would receive \$15,000 annually payable in equal quarterly payments of \$3,750. This amount was included in the City Budget in the Economic Development Fund for Fiscal Year 2016-17.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 16-59 with the Montclair Chamber of Commerce to provide services to promote local economic development.

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Prepared by:		Fiscal Impact Finance Review:	
Proofed by:		Reviewed and Approved By:	

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**AGREEMENT NO. 16-59**

**CITY OF MONTCLAIR  
5111 BENITO STREET  
MONTCLAIR, CALIFORNIA 91763**

**ECONOMIC DEVELOPMENT AGREEMENT**

**THIS ECONOMIC DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into this 1st day of July, 2016, by the City of Montclair, hereinafter referred to as the "**CITY**," and the Montclair Chamber of Commerce, hereinafter referred to as the "**CHAMBER**."

**1. Recitals**

a. The parties hereto agree that it is the best interest of the **CITY** and the **CHAMBER** to strengthen and enhance economic development activities within the **CITY** and the **CHAMBER** through an Agreement renewed annually by the close of each current fiscal year.

b. The parties hereto agree that all funding provided by the **CITY** for this venture will be expended to fulfill a public purpose, that is economic development, and that periodic auditing will be performed in order to assure that the funds provided by the **CITY** will be utilized only for public purposes as set forth herein.

**2. Agreement**

a. NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties here to agree as follows:

**ARTICLE 1 – RECITALS**

The parties acknowledge and agree that above state recitals are true and correct and incorporated herein by reference.

**ARTICLE 2 – SERVICES**

The **CHAMBER** desires to engage in economic development efforts for the **CITY** area which shall include, but not limited to, the following:

- a. Employ a President/CEO who is an economic development professional with the requisite knowledge, skills, expertise necessary to lead the economic development efforts.
- b. Advise private business concerns located within the **CITY**, existing business and the business community of the available opportunities within the **CITY** and within its utilities service area of which they may take advantage and counsel them regarding their suitability to participate in

available county, state, and federal economic development programs and grants.

- c. Monitor and aid in the retention, expansion and development of existing businesses.
- d. Advise and counsel private business concerns about the development of infrastructure plans for the expansion of business districts and the creation of business and industrial parks.
- e. Advise and counsel private business concerns of strategies designed to foster the best possible pro-business environment within the **CITY**.
- f. Promote the **CITY** as a location for business operations, clean manufacturing, and research and development companies.
- g. Serve as an information source for those interested in economic development and provide relevant referrals to all requests for economic development information, including up-to-date trade area demographics and inventories of available property (retail, industrial, office, etc.).
- h. Provide a **CHAMBER** web page to be linked to the **CITY's** web site. The web page shall be updated continuously to provide the most current information concerning economic development in the **CITY** and surrounding trade area for the purpose of furthering the mission of the **CHAMBER**.
- i. Provide for the support and nurturing of businesses and the development of an entrepreneurial environment through cooperation with other local, county, state, and federal economic development organizations.
- j. Endeavor to represent all business interests wherever located in the **CITY** and to conduct its affairs in such a way as to benefit all businesses and areas of the **CITY**.
- k. Host the annual State of the City address in collaboration with the **CITY's** Economic Development Coordinator, **CITY** staff, and the **CITY** Council.

### **ARTICLE 3 – PLACE OF WORK**

It is understood that the **CHAMBER** will administer services largely at 8880 Benson Avenue, Suite 110, Montclair, California 91763; although the **CHAMBER** will, on request, come to City Hall or such other places as designated by the **CITY** to meet with **CITY's** representatives.

### **ARTICLE 4 – PAYMENT**

The **CITY** will pay the **CHAMBER** the total sum of \$15,000 annually payable in equal quarterly payments of \$3,750 on or before the 30th day of the beginning of each quarter.

## ARTICLE 5 – REPORTING

- a. The **CHAMBER** will submit and present to the **CITY** annually a receipt and expenditure report on the use of **CITY** funds.

## ARTICLE 6 – RELATIONSHIP OF PARTIES

- a. The **CHAMBER** is an independent entity and not a department, agency or subdivision of the **CITY**. The **CITY** and the **CHAMBER** are two separate and autonomous entities.
- b. **CHAMBER** is and shall at all times remain as to the **CITY** a wholly independent contractor. The personnel performing the services under this Agreement on behalf of **CHAMBER** shall at all times be under **CHAMBER's** exclusive direction and control and shall not be construed to be employees of **CITY** for any purpose, including eligibility under Public Employees Retirement Law. Neither **CITY** nor any of its officers, employees, or agents shall have control over the conduct of **CHAMBER** or any of **CHAMBER's** officers, employees, or agents, except as set forth in this Agreement. **CHAMBER** shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the **CITY**. **CHAMBER** shall not incur or have the power to incur any debt, obligation, or liability whatever against **CITY**, or bind **CITY** in any manner. No employee benefits shall be available to **CHAMBER** in connection with the performance of this Agreement. Except for the fees paid to **CHAMBER** as provided in the Agreement **CITY** shall not pay salaries, wages, or other compensation to **CHAMBER** for performing services hereunder for **CITY**. **CITY** shall not be liable for compensation or indemnification to **CHAMBER** for injury or sickness arising out of performing services hereunder.
- c. The **CITY** and the **CHAMBER** acknowledge that this Agreement is not a delegation of any public function of the **CITY** and that neither party will play an integral part in either party's decision-making process by reason of this Agreement.

## ARTICLE 7 – DURATION

- a. The initial term of this Agreement shall be for a period of one (1) year commencing July 1, 2016, and continuing through June 30, 2017; this **AGREEMENT** may be renewed annually.
- b. Either party may terminate this Agreement upon ninety (90) days written notice to the other party.
- c. Any notice required or allowed hereunder shall be in writing and sent by certified mail, return receipt requested, or in person with proof of delivery, to the address first listed above, or such other addresses as either party shall have specified by written notice to the other party delivered in accordance herewith.

## ARTICLE 8 – NONDISCRIMINATION

- a. The **CHAMBER** shall not discriminate against any employee or person served under this Agreement on account of race, color, sex, age, religion, ancestry, national origin, handicap, or marital status or as otherwise prohibited by applicable law.

## ARTICLE 9 – MISCELLANEOUS

- a. The **CHAMBER** acknowledges that the **CITY**, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void; and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreement for a period of exceeding one year, but any agreement so made shall be executed only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the **CITY's** performance and obligation to pay under this Agreement is contingent upon annual appropriation.
- b. The **CHAMBER** shall obtain and possess throughout the term of this Agreement all licenses and permits applicable to its operations under federal, state, and local laws.
- c. The **CHAMBER** shall at all times maintain its status as a private not-for-profit corporation, organized and created under the laws of the State of California.
- d. This Agreement may be modified or amended by mutual written agreement of the parties, duly executed by both parties.
- e. This Agreement contains all the terms and conditions agreed upon by the parties.
- f. This Agreement shall be governed and construed in accordance with the laws of the State of California. The venue of any legal action to enforce or interpret this Agreement shall be in San Bernardino County, California.
- g. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.
- h. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- i. If any party seeks to enforce or interpret this Agreement through litigation, each party shall bear its own attorney's fees and costs incurred.

- j. 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.
- k. The **CHAMBER** shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The **CHAMBER** shall at all times observe and comply with all such laws and regulations. The **CITY** and its officers and employees, shall not be liable at law or in equity occasioned by failure of the **CHAMBER** to comply with this Section.
- l. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the economic development activities during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or subagreement, or the proceeds thereof, for work to be performed in connection with the activities performed under this Agreement.
- m. **CHAMBER** agrees to defend, indemnify, and hold harmless the **CITY**, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of **CHAMBER**, its officers, employees, agents, or volunteers in connection with **CHAMBER's** performance of its obligations under this Agreement.

**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

**"CHAMBER"**  
 8880 Benson Avenue, Suite 110  
 Montclair, CA 91763  
 (909) 985-5104

By: \_\_\_\_\_  
 Paul M. Eaton  
 Mayor

By: \_\_\_\_\_  
 Myra Kirscht  
 President/CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
 Andrea M. Phillips  
 Deputy City Clerk

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER ADOPTION OF RESOLUTION NO. 16-3120 AUTHORIZING APPROVAL OF THE CHANGE IN POPULATION IN SAN BERNARDINO COUNTY DURING 2015 FOR THE PURPOSE OF CALCULATING THE GANN SPENDING LIMIT FOR FISCAL YEAR 2016-17	<b>DATE:</b> June 20, 2016 <b>SECTION:</b> RESOLUTIONS <b>ITEM NO.:</b> 1 <b>FILE I.D.:</b> FIN225 <b>DEPT.:</b> FINANCE
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**REASON FOR CONSIDERATION:** The City Council is requested to consider adoption of Resolution No. 16-3120 pursuant to Government Code Section 7901, requiring each city to annually adopt a resolution selecting the change in population factor for purposes of calculating the Gann Spending Limit.

A copy of proposed Resolution No. 16-3120 is attached for the City Council's review and consideration.

**BACKGROUND:** The passage of Proposition 111 in June 1990 requires cities to annually select a change-in-population factor for the purpose of calculating the Gann Spending Limit. For this purpose, Government Code Section 7901 permits cities to select either the change in population within their jurisdictions or within the county in which they are located. This selection must be done by a recorded vote of the governing body of each city.

The change in population in the City of Montclair during 2015 was 0.92 percent compared to a 0.93 percent change for San Bernardino County. Because it is in the City's best interest to establish the highest possible Gann Spending Limit, staff suggests the City Council choose the percentage change in population in San Bernardino County during 2015 as the change-in-population factor to be used in calculating the limit.

**FISCAL IMPACT:** There would be no fiscal impact to the City's General Fund should the City Council adopt proposed Resolution No. 16-3120 authorizing approval of the change in population in San Bernardino County during 2015 for the purpose of calculating the Gann Spending Limit for Fiscal Year 2016-17.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 16-3120 authorizing approval of the change in population in San Bernardino County during 2015 for the purpose of calculating the Gann Spending Limit for Fiscal Year 2016-17.

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Prepared by:		Fiscal Impact Finance Review:	
Proofed by:		Reviewed and Approved By:	

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**RESOLUTION NO. 16-3120**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AUTHORIZING APPROVAL OF THE CHANGE IN POPULATION IN SAN BERNARDINO COUNTY DURING 2015 FOR THE PURPOSE OF CALCULATING THE GANN SPENDING LIMIT FOR FISCAL YEAR 2016-17**

**WHEREAS**, California Government Code Section 7901 requires a city to calculate its Gann Spending Limit by choosing either the change in population within its jurisdiction or the change in population within the county in which it is located; and

**WHEREAS**, the selection of the change in population must be accomplished by a recorded vote of the governing body; and

**WHEREAS**, the change in population in the City of Montclair during 2015 was 0.92 percent compared to a 0.93 percent change in population in San Bernardino County; and

**WHEREAS**, it is in the City's best interest to establish the highest possible Gann Spending Limit.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair hereby approves the change in population in San Bernardino County during 2015 as its change-in-population factor to be used in calculating the Gann Spending Limit for Fiscal Year 2016-17.

**APPROVED AND ADOPTED** this XX day of XX, 2016.

**ATTEST:**

\_\_\_\_\_  
Mayor

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

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 16-3120 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, 2016, and that it was adopted by the following vote, to-wit:

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

\_\_\_\_\_  
Andrea M. Phillips  
Deputy City Clerk

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER ADOPTION OF RESOLUTION NO. 16-3121 ESTABLISHING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2016-17 PURSUANT TO ARTICLE 13-B OF THE CALIFORNIA CONSTITUTION AND TO SECTION 7910 OF THE GOVERNMENT CODE	<b>DATE:</b> June 20, 2016 <b>SECTION:</b> RESOLUTIONS <b>ITEM NO.:</b> 2 <b>FILE I.D.:</b> FIN225 <b>DEPT.:</b> FINANCE
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**REASON FOR CONSIDERATION:** The City Council is requested to consider adoption of Resolution No. 16-3121 establishing an appropriations limit for Fiscal Year 2016-17.

A copy of proposed Resolution No. 16-3121 is attached for the City Council's review and consideration.

**BACKGROUND:** Government Code Section 7910 requires a city council to establish, by resolution, the city's appropriations limit (Gann Spending Limit) for the following fiscal year pursuant to Article 13-B of the California Constitution. The limit, which restricts the amount of tax revenues spent during the year, is based upon the limit for the preceding year, as adjusted for changes in population and cost of living.

The passage of Proposition 111 in June 1990 requires each city to choose either the percentage change in population within its jurisdiction as its change-in-population factor, or the percentage change in population within the county in which it is located. The City of Montclair elects to use the percentage change in California's per capita personal income, which is available in May of each year, as its change in cost-of-living factor.

Earlier this evening, the City Council adopted Resolution No. 16-3120 approving the change in population in San Bernardino County during 2015 as the change-in-population factor to be used in calculating the Fiscal Year 2016-17 appropriations limit.

The change in population in San Bernardino County during 2015 was 0.93 percent. The change in California per capita personal income during 2015 was 5.37 percent. Based on these adjustment factors, the City's appropriations limit for Fiscal Year 2016-17 is \$367,743,608 as established by proposed Resolution No. 16-3121.

**FISCAL IMPACT:** The City would be authorized to spend all tax revenues received up to \$367,743,608 should the City Council adopt proposed Resolution No. 16-3121.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 16-3121 establishing an appropriations limit for Fiscal Year 2016-17 pursuant to Article 13-B of the California Constitution and to Section 7910 of the Government Code.

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Prepared by:		Fiscal Impact Finance Review:	
Proofed by:		Reviewed and Approved By:	

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**RESOLUTION NO. 16-3121**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ESTABLISHING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2016-17 PURSUANT TO ARTICLE 13-B OF THE CALIFORNIA CONSTITUTION AND TO SECTION 7910 OF THE GOVERNMENT CODE**

**WHEREAS**, Article 13-B of the California Constitution limits the appropriations budget of a local government, which is financed by taxes to the appropriations limit (Gann Spending Limit) of the prior fiscal year as adjusted by the change in population and the change in cost of living; and

**WHEREAS**, Government Code Section 7910 requires that the governing body of each local jurisdiction shall, by resolution, annually establish its appropriations limit for the following fiscal year pursuant to Article 13-B of the California Constitution; and

**WHEREAS**, at a meeting held on June 20, 2016, the City Council selected the change in cost of living and change in population factors to be used in determining the appropriations limit for Fiscal Year 2016-17; and

**WHEREAS**, the City of Montclair has determined that said appropriations limit for Fiscal Year 2016-17 is \$367,743,608, and documentation supporting calculation of the limit is available to the public as required by Government Code Section 7910.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair hereby establishes an appropriations limit in the amount of \$367,743,608 for Fiscal Year 2016-17 pursuant to Article 13-B of the Constitution of the State of California and Government Code Section 7910.

**BE IT FURTHER RESOLVED** that said appropriations limit herein established may be changed as deemed necessary by resolution of the City Council.

**APPROVED AND ADOPTED** this XX day of XX, 2016.

\_\_\_\_\_  
Mayor

**ATTEST:**

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

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 16-3121 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, 2016, and that it was adopted by the following vote, to-wit:

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

\_\_\_\_\_  
Andrea M. Phillips  
Deputy City Clerk

## AGENDA REPORT

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**SUBJECT:** CONSIDER ADOPTION OF RESOLUTION NO. 16-3125 CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATED TO GENERAL LAW CITIES

**DATE:** June 20, 2016

**SECTION:** RESOLUTIONS

**ITEM NO.:** 3

**FILE I.D.:** CCK140

**DEPT.:** ADMIN. SVCS.

CONSIDER ADOPTION OF RESOLUTION NO. 16-3126 ADOPTING THE REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016

CONSIDER ADOPTION OF RESOLUTION NO. 16-3127 REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, WITH THE PRESIDENTIAL GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE

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**REASON FOR CONSIDERATION:** Provisions of the laws related to general law cities in the State of California require the governing body to call and give notice of a General Municipal Election and to adopt regulations for Candidates' Statements. In addition, pursuant to the requirements of Section 10403 of the Elections Code, it is also necessary for the governing body to request the County Board of Supervisors to consolidate a General Municipal Election with the Presidential General Election and to authorize payment to the County for services rendered related to consolidation of this election.

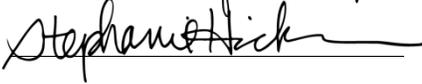
Copies of proposed Resolution Nos. 16-3125, 16-3126, and 16-3127 are attached for the City Council's review and consideration.

**BACKGROUND:** Proposed Resolution No. 16-3125 formally calls for the General Municipal Election to be held on Tuesday, November 8, 2016, for the election of two Members of the City Council. The City Council seats now held by Carolyn Raft and J. John Dutrey are the seats to be filled at this election.

Proposed Resolution No. 16-3126 provides that each candidate may prepare a Candidate's Statement of 200 words or fewer for inclusion in the Sample Ballot. The

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Prepared by:		Fiscal Impact Finance Review:	
Proofed by:		Reviewed and Approved By:	

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Statement shall be filed with the candidate's Nomination Papers and may be withdrawn, but not changed, during the filing period and until 5:00 p.m. of the next working day after the close of the filing period. The San Bernardino County Registrar of Voters will provide a cost estimate of the Candidate's Statement to be paid by the candidate to the City of Montclair as a deposit. The amount covers the cost of printing the Statement in the Sample Ballot and includes the cost of the Statement being translated into Spanish as required by the Voting Rights Act of 1965, as amended.

Proposed Resolution No. 16-3127 requests that the Board of Supervisors of the County of San Bernardino consent and agree to consolidation of a General Municipal Election with the Presidential General Election to be held on Tuesday, November 8, 2016. The County would bill the City for actual costs related to conducting the City's General Municipal Election by March of 2017.

**FISCAL IMPACT:** The San Bernardino County Registrar of Voters has not yet provided a cost estimate for election services. Based on previous years' election costs, staff estimates the cost for election services will be \$15,000, which is allocated in the City's Fiscal Year 2016-17 Budget.

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

1. Adopt Resolution No. 16-3125 calling and giving notice of the holding of a General Municipal Election to be held on Tuesday, November 8, 2016, for the election of certain officers as required by the provision of the laws of the State of California related to General Law cities.
2. Adopt Resolution No. 16-3126 adopting regulations for candidates for elective office pertaining to Candidates' Statements submitted to the voters at the election to be held on Tuesday, November 8, 2016.
3. Adopt Resolution No. 16-3127 requesting the Board of Supervisors of the County of San Bernardino to consolidate a General Municipal Election to be held on Tuesday, November 8, 2016, with the Presidential General Election to be held on the same date pursuant to Section 10403 of the California Elections Code.

RESOLUTION NO. 16-3125

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATED TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws related to General Law cities in the State of California, a General Municipal Election shall be held on Tuesday, November 8, 2016, for the election of Municipal Officers.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair, California, does hereby declare, determine, and order as follows:

**Section 1.** That pursuant to the requirements of the laws of the State of California related to General Law cities, there is called and ordered to be held in the City of Montclair, California, on Tuesday, November 8, 2016, a General Municipal Election for the purpose of electing two Members of the City Council for full terms of four years each.

**Section 2.** That the ballots to be used at the election shall be in form and content as required by law.

**Section 3.** That the Deputy City Clerk is authorized, instructed, and directed to procure and furnish any and all official ballots; notices; printed matter; and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

**Section 4.** That the polls for the election shall be open at 7:00 a.m. of the day of the election and shall remain open continuously from that time until 8:00 p.m. of the same date when the polls shall be closed, except as provided in Section 14401 of the Elections Code of the State of California.

**Section 5.** That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

**Section 6.** That notice of the time and place of holding the election is given and the Deputy City Clerk is authorized, instructed, and directed to give further or additional notice of the election in time, form, and manner as required by law.

**Section 7.** That the Deputy City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

APPROVED AND ADOPTED this XX day of XX, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

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

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 16-3125 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, 2016, and that it was adopted by the following vote, to-wit:

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

\_\_\_\_\_  
Andrea M. Phillips, Deputy City Clerk

**RESOLUTION NO. 16-3126**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016**

**WHEREAS**, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election including cost of the Candidate's Statement.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair, California, does hereby declare, determine, and order as follows:

**Section 1. GENERAL PROVISIONS.** That pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Montclair on Tuesday, November 8, 2016, may prepare a Candidate's Statement on an appropriate form provided by the Deputy City Clerk. The Statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The Statement shall not include party affiliation of the candidate nor membership or activity in partisan political organizations. The Statement shall be filed in the Office of the City Clerk at the time the candidate's Nomination Papers are filed. The Statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

**Section 2. FOREIGN LANGUAGE POLICY.**

A. Pursuant to State law, the Candidate's Statement must be translated and printed in Spanish at the candidate's request.

B. Pursuant to the Voting Rights Act, the City is required to translate Candidate's Statements into Spanish.

C. The Deputy City Clerk shall have all Candidates' Statements translated into Spanish.

**Section 3. PAYMENT.**

A. The candidate shall be required to pay for the cost of printing the Candidate's Statement in English.

B. The candidate shall be required to pay for the cost of translating the Candidate's Statement into Spanish pursuant to State and/or Federal law.

C. The candidate shall be required to pay for the cost of printing the Candidate's Statement in Spanish.

D. The San Bernardino County Registrar of Voters Office ("County") will provide an estimate for the total cost of printing, handling, translating, and mailing of each Candidate's Statement filed pursuant to the Elections Code, including costs incurred as a result of complying with the Voting Rights Act of 1965, as amended. The Deputy City Clerk shall require each candidate filing a Statement to pay in advance the amount estimated by the County for his or her estimated pro rata share as a condition of having his or her Statement included in the Voter's Pamphlet. The estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the Deputy City Clerk is not bound by the estimate and within 30 days after receiving the invoice from the County shall either bill each candidate for any cost in excess of the deposit or shall refund any unused portion of the deposit.

**Section 4. ADDITIONAL MATERIALS.** No candidate will be permitted to include additional materials in the sample ballot package.

**Section 5.** That the Deputy City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nomination papers are issued.

**Section 6.** That all previous Resolutions establishing Council policy payment for Candidate's Statements are repealed.

**Section 7.** That this Resolution shall apply only to the election to be held on Tuesday, November 8, 2016, and shall then be repealed.

**Section 8.** That the Deputy City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**APPROVED AND ADOPTED** this XX day of XX, 2016.

\_\_\_\_\_  
Mayor

**ATTEST:**

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

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 16-3126 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, 2016, and that it was adopted by the following vote, to-wit:

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

\_\_\_\_\_  
Andrea M. Phillips  
Deputy City Clerk

RESOLUTION NO. 16-3127

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, WITH THE PRESIDENTIAL GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE

WHEREAS, the City Council of the City of Montclair, California, called a General Municipal Election to be held on Tuesday, November 8, 2016, for the purpose of the election of two Members of the City Council; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Presidential General Election to be held on the same date and that within the City the precincts, polling places, and election officers of the two elections be the same and that the San Bernardino County Registrar of Voters Office canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair, California, does hereby declare, determine, and order as follows:

Section 1. That pursuant to the requirements of Section 10403 of the California Elections Code, the Board of Supervisors of the County of San Bernardino is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Presidential General Election to be held on Tuesday, November 8, 2016, for the purpose of the election of two Members of the City Council.

Section 2. That the San Bernardino County Registrar of Voters Office is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

Section 3. That the Board of Supervisors is requested to issue instructions to the Registrar of Voters Office to take any and all steps necessary for the holding of the consolidated election.

Section 4. That the City of Montclair recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any such costs.

Section 5. That the Deputy City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the Registrar of Voters Office of the County of San Bernardino.

Section 6. That the Deputy City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

APPROVED AND ADOPTED this XX day of XX, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

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

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 16-3127 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, 2016, and that it was adopted by the following vote, to-wit:

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

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Andrea M. Phillips  
Deputy City Clerk

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER ADOPTION OF RESOLUTION NO. 16-3128 AMENDING THE MEASURE I FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2015-2016 TO 2019-2020	<b>DATE:</b> June 20, 2016 <b>SECTION:</b> RESOLUTIONS <b>ITEM NO.:</b> 4 <b>FILE I.D.:</b> TRN510 <b>DEPT.:</b> PUBLIC WORKS
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**REASON FOR CONSIDERATION:** San Bernardino Associated Governments (SANBAG) requires each local jurisdiction to annually update its Measure I Five-Year Capital Improvement Program and Expenditure Strategy proposed to be funded by Measure I. When changes are made, SANBAG requires a resolution amending the Five-Year Capital Improvement Program. The City Council is requested to consider adopting Resolution No. 16-3128, amending the document pursuant to SANBAG requirements.

A copy of proposed Resolution No. 16-3128 is attached for the City Council's review and consideration.

**BACKGROUND:** Measure I 2010-2040, the countywide transportation sales tax program, requires that each local jurisdiction receiving pass-through program revenues annually adopt a Measure I Five-Year Capital Improvement Program that outlines the specific projects upon which those funds are to be expended. Resolution No. 16-3128 amends the Measure I Expenditure Plan and is presented for City Council consideration. For most of the 20-year life of the original Measure I, various phases of the Mission Boulevard Corridor Improvement Project were the only projects listed. All Mission Boulevard phases are now completed.

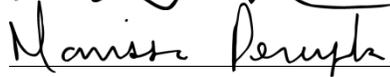
Beginning in 2011, the City began using Measure I funds for pavement rehabilitation in various areas of the City, and to complete the federal environmental clearance process for the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project. Federal clearance would allow the City to use federal funds for construction of the project.

The amended Measure I Five-Year Capital Improvement Program for Montclair includes continued funding for the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project.

**FISCAL IMPACT:** SANBAG estimates that the City would receive \$3,168,017.67 during the five-year period covered by Fiscal Years 2015-2016 through 2019-2020. This number is based on a 3 percent annual increase over last fiscal year's Measure I revenue. A year-by-year summary of anticipated revenues is included with this report, labeled as Attachment E.

The City Council's adoption of Resolution No. 16-3128 would allow the City to

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Prepared by:		Fiscal Impact Finance Review:	
Proofed by:		Reviewed and Approved By:	

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continue to receive local Measure I pass-throughs. Should the City's priorities further change during the year, the expenditure plan can again be amended.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 16-3128 amending the Measure I Five-Year Capital Improvement Program for Fiscal Years 2015-2016 to 2019-2020.

**VALLEY SUBAREA  
MEASURE I REVENUE ESTIMATES FOR LOCAL PASS-THROUGH FUNDS 2015/2016 to 2019/2020**

VALLEY SUBAREA	Population Distribution Percentage	Estimated Annual Local Pass-Through Amount					Total FY 15/16 through 19/20
		FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY19/20	
Chino	5.52%	\$ 1,299,794.40	\$ 1,338,788.23	\$ 1,382,298.85	\$ 1,430,679.31	\$ 1,487,906.48	\$ 6,939,467.27
Chino Hills	5.08%	\$ 1,196,187.60	\$ 1,232,073.23	\$ 1,272,115.61	\$ 1,316,639.65	\$ 1,369,305.24	\$ 6,386,321.33
Colton	3.49%	\$ 821,790.30	\$ 846,444.01	\$ 873,953.44	\$ 904,541.81	\$ 940,723.48	\$ 4,387,453.04
Fontana	13.36%	\$ 3,145,879.20	\$ 3,240,255.58	\$ 3,345,563.88	\$ 3,462,658.62	\$ 3,601,164.96	\$ 16,795,522.24
Grand Terrace	0.81%	\$ 190,730.70	\$ 196,452.62	\$ 202,837.33	\$ 209,936.64	\$ 218,334.10	\$ 1,018,291.39
Highland	3.55%	\$ 835,918.50	\$ 860,996.06	\$ 888,978.43	\$ 920,092.67	\$ 956,896.38	\$ 4,462,882.03
Loma Linda	1.55%	\$ 364,978.50	\$ 375,927.86	\$ 388,145.51	\$ 401,730.60	\$ 417,799.83	\$ 1,948,582.30
Montclair	2.52%	\$ 593,384.40	\$ 611,185.93	\$ 631,049.47	\$ 653,136.21	\$ 679,261.65	\$ 3,168,017.67
Ontario	11.04%	\$ 2,599,588.80	\$ 2,677,576.46	\$ 2,764,597.70	\$ 2,861,358.62	\$ 2,975,812.96	\$ 13,878,934.54
Rancho Cucamonga	11.39%	\$ 2,682,003.30	\$ 2,762,463.40	\$ 2,852,243.46	\$ 2,952,071.98	\$ 3,070,154.86	\$ 14,318,937.00
Redlands	4.60%	\$ 1,083,162.00	\$ 1,115,656.86	\$ 1,151,915.71	\$ 1,192,232.76	\$ 1,239,922.07	\$ 5,782,889.39
Rialto	6.68%	\$ 1,572,939.60	\$ 1,620,127.79	\$ 1,672,781.94	\$ 1,731,329.31	\$ 1,800,582.48	\$ 8,397,761.12
San Bernardino	13.99%	\$ 3,294,225.30	\$ 3,393,052.06	\$ 3,503,326.25	\$ 3,625,942.67	\$ 3,770,980.38	\$ 17,587,526.66
Upland	4.96%	\$ 1,167,931.20	\$ 1,202,969.14	\$ 1,242,065.63	\$ 1,285,537.93	\$ 1,336,959.45	\$ 6,235,463.35
Yucaipa	3.46%	\$ 814,726.20	\$ 839,167.99	\$ 866,440.95	\$ 896,766.38	\$ 932,637.03	\$ 4,349,738.54
County/Valley	8.00%	\$ 1,883,760.00	\$ 1,940,272.80	\$ 2,003,331.67	\$ 2,073,448.27	\$ 2,156,386.21	\$ 10,057,198.95
<b>Total Valley Region</b>	<b>100.00%</b>	<b>\$ 23,547,000.00</b>	<b>\$ 24,253,410.00</b>	<b>\$ 25,041,645.83</b>	<b>\$ 25,918,103.43</b>	<b>\$ 26,954,827.57</b>	<b>\$ 125,714,986.82</b>

\* Local pass-through funds equal 20% of total Measure I funds collected.

**MOUNTAIN/DESERT SUBAREA**  
**MEASURE I REVENUE ESTIMATES FOR LOCAL PASS-THROUGH FUNDS 2015/2016 to 2019/2020**

MOUNTAIN/DESERT SUBAREA	Distribution Percentage (50% Population & 50% Revenue Generation)		Estimated Annual Local Pass-Through Amount					Total FY 15/16 through 19/20
	Population	Revenue Generation	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	
Needles	69.27%	85.20%	\$ 121,104.48	\$ 124,737.61	\$ 128,791.59	\$ 133,299.29	\$ 138,631.26	\$ 646,564
County/Colorado River	30.73%	14.80%	\$ 35,695.52	\$ 36,766.39	\$ 37,961.29	\$ 39,289.94	\$ 40,861.54	\$ 190,575
<b>Colorado River Subarea</b>	<b>100.00%</b>	<b>100.00%</b>	<b>\$ 156,800.00</b>	<b>\$ 161,504.00</b>	<b>\$ 166,752.88</b>	<b>\$ 172,589.23</b>	<b>\$ 179,492.80</b>	<b>\$ 837,139</b>
Twentynine Palms	35.76%	25.40%	\$ 451,636.02	\$ 465,185.10	\$ 480,303.62	\$ 497,114.24	\$ 516,998.81	\$ 2,411,238
Yucca Valley	29.54%	63.65%	\$ 688,161.56	\$ 708,806.40	\$ 731,842.61	\$ 757,457.10	\$ 787,755.39	\$ 3,674,023
County/Morongo Basin	34.70%	10.95%	\$ 337,102.43	\$ 347,215.50	\$ 358,500.00	\$ 371,047.50	\$ 385,889.40	\$ 1,799,755
<b>Morongo Basin Subarea</b>	<b>100.00%</b>	<b>100.00%</b>	<b>\$ 1,476,900.00</b>	<b>\$ 1,521,207.00</b>	<b>\$ 1,570,646.23</b>	<b>\$ 1,625,618.85</b>	<b>\$ 1,690,643.60</b>	<b>\$ 7,885,016</b>
Barstow	41.11%	48.67%	\$ 1,485,814.11	\$ 1,530,388.53	\$ 1,580,126.16	\$ 1,635,430.58	\$ 1,700,847.80	\$ 7,932,607
County/North Desert	58.89%	51.33%	\$ 1,824,085.89	\$ 1,878,808.47	\$ 1,939,869.74	\$ 2,007,765.18	\$ 2,088,075.79	\$ 9,738,605
<b>North Desert Subarea</b>	<b>100.00%</b>	<b>100.00%</b>	<b>\$ 3,309,900.00</b>	<b>\$ 3,409,197.00</b>	<b>\$ 3,519,995.90</b>	<b>\$ 3,643,195.76</b>	<b>\$ 3,788,923.59</b>	<b>\$ 17,671,212</b>
Big Bear Lake	10.22%	45.21%	\$ 342,640.55	\$ 352,919.76	\$ 364,389.65	\$ 377,143.29	\$ 392,229.02	\$ 1,829,322
County/Mountains	89.78%	54.79%	\$ 893,659.46	\$ 920,469.24	\$ 950,384.49	\$ 983,647.95	\$ 1,022,993.86	\$ 4,771,155
<b>Mountains Subarea</b>	<b>100.00%</b>	<b>100.00%</b>	<b>\$ 1,236,300.00</b>	<b>\$ 1,273,389.00</b>	<b>\$ 1,314,774.14</b>	<b>\$ 1,360,791.24</b>	<b>\$ 1,415,222.89</b>	<b>\$ 6,600,477</b>
Adelanto	8.51%	2.93%	\$ 638,380.60	\$ 657,532.02	\$ 678,901.81	\$ 702,663.37	\$ 730,769.91	\$ 3,408,248
Apple Valley	18.37%	15.02%	\$ 1,863,245.48	\$ 1,919,142.84	\$ 1,981,514.98	\$ 2,050,868.01	\$ 2,132,902.73	\$ 9,947,674
Hesperia	23.72%	23.98%	\$ 2,661,779.25	\$ 2,741,632.63	\$ 2,830,735.69	\$ 2,929,811.44	\$ 3,047,003.89	\$ 14,210,963
Victorville	31.18%	51.16%	\$ 4,594,777.85	\$ 4,732,621.19	\$ 4,886,431.37	\$ 5,057,456.47	\$ 5,259,754.73	\$ 24,531,042
County/Victor Valley	18.22%	6.91%	\$ 1,402,316.83	\$ 1,444,386.33	\$ 1,491,328.89	\$ 1,543,525.40	\$ 1,605,266.41	\$ 7,486,824
<b>Victor Valley Subarea</b>	<b>100.00%</b>	<b>100.00%</b>	<b>\$ 11,160,500.00</b>	<b>\$ 11,495,315.00</b>	<b>\$ 11,868,912.74</b>	<b>\$ 12,284,324.68</b>	<b>\$ 12,775,697.67</b>	<b>\$ 59,584,750</b>
<b>Total Mt Desert Region</b>			<b>\$ 17,340,400</b>	<b>\$ 17,860,612</b>	<b>\$ 18,441,082</b>	<b>\$ 19,086,520</b>	<b>\$ 19,849,981</b>	<b>\$ 92,578,594</b>

\* Local pass-through funds are 70% of total Measure I funds collected, less 2% (of the 70%) set aside for PD/TMS projects.

**RESOLUTION NO. 16-3128**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING THE MEASURE I FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2015-2016 TO 2019-2020**

**WHEREAS**, San Bernardino County voters approved passage of Measure I in November 2004 authorizing the San Bernardino County Transportation Authority to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino, and

**WHEREAS**, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance 04-01 of the Authority, and

**WHEREAS**, the Strategic Plan requires each local jurisdiction applying for revenue from the Local Streets Program to annually adopt and update a Five-Year Capital Improvement Program, and

**WHEREAS**, any changes in projects or costs associated with any project in the Five-Year Capital Improvement Program must be formally adopted by the governing body.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Montclair hereby amends the Measure I Five-Year Capital Improvement Program and Expenditure Strategy for Fiscal Years 2015-2016 to 2019-2020, copies of which are attached to this resolution.

**BE IT FURTHER RESOLVED** that the City Council of the City of Montclair hereby adopts the following expenditure strategy:

The City of Montclair plans on using Measure I as matching funds for federal funds associated with the development of plans for the construction of a grade separation project at Monte Vista Avenue and the Union Pacific Railroad tracks. The City may also use Measure I funds to accomplish work related to this project for which there are no federal funds. The City also intends to expend Measure I funds on maintenance of City streets to the extent permissible under SANBAG policies.

**APPROVED AND ADOPTED** this XX day of XX, 2016.

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

**ATTEST:**

\_\_\_\_\_  
Andrea M. Phillips, Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 16-3128 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, 2016, and that it was adopted by the following vote, to-wit:

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

\_\_\_\_\_  
Andrea M. Phillips, Deputy City Clerk

## CITY OF MONTCLAIR

### MEASURE I CAPITAL IMPROVEMENT PLAN

#### EXPENDITURE STRATEGY

Fiscal Year 2015/2016 — Fiscal Year 2019/2020

Each jurisdiction shall adopt a Measure I Capital Improvement Plan Expenditure Strategy as part of the annual Capital Improvement Plan adoption. **The Expenditure Strategy is not intended to be a narrative description of the projects listed in the Capital Improvement Plan.** Instead, the Expenditure Strategy should provide the policy approach adopted by the Council for the expenditure of Measure I funds. The jurisdictional **Expenditure Strategy** provides an opportunity to document circumstances or analyses which are not otherwise apparent when reviewing the Measure I Capital Improvement Plan.

**You must include the strategy as part of the annual Capital Improvement Plan adopted by your governing body.**

The City of Montclair plans on using Measure I as matching funds for federal funds associated with the development of plans for the construction of a grade separation project at Monte Vista Avenue and the Union Pacific Railroad tracks. The City may also use Measure I funds to accomplish work related to this project for which there are no federal funds.

#### Guidance

1. The strategy should be no longer than one or two paragraphs.
2. Examples:
  - The City intends to accumulate Measure I revenue for a specific large project (i.e., “pay-as-you go”).
  - The Town intends to expend Measure I revenue for specific types of eligible projects and/or policy prioritization of specific programs; i.e.,
    - Allocation of expenditures on a split of 60% for improvements to existing facilities and 40% for new project development.
    - Dedication of revenues to maintenance of existing city center streets, which may be a strategy for built-out cities.



## AGENDA REPORT

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**SUBJECT:** CONSIDER ADOPTION OF RESOLUTION  
NO. 16-3129 ADOPTING THE CITY OF  
MONTCLAIR FISCAL YEAR 2016-17  
ANNUAL BUDGET

**DATE:** June 20, 2016  
**SECTION:** RESOLUTIONS  
**ITEM NO.:** 5  
**FILE I.D.:** FIN240  
**DEPT.:** CITY MGR.

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**REASON FOR CONSIDERATION:** The governing body of a local government agency annually adopts an Operating Budget. The City Council is requested to consider adoption of Resolution No. 16-3129, formally adopting the City of Montclair Fiscal Year 2016-17 Annual Budget.

A copy of proposed Resolution No. 16-3129 is attached for City Council review and consideration.

**BACKGROUND:** The City Council reviewed the Fiscal Year 2016-17 Preliminary Budget on June 13, 2016, at an adjourned joint meeting.

In addition to providing a formal means to adopt the Annual Budget, proposed Resolution No. 16-3129 includes the following fiscal-control provisions:

- The automatic reappropriation of funds into the Fiscal Year 2016-17 Budget to finance outstanding encumbrances as of June 30, 2016.
- The automatic reappropriation of funds into the Fiscal Year 2016-17 Budget to finance capital improvement projects and grants that were not completed during Fiscal Year 2015-16.

The City Council's adoption of Resolution No. 16-3129 would provide for a total Estimated Revenue Budget, including transfers-in, of \$40,298,563, and a total Appropriations Budget, including transfers-out, of \$39,690,311. The General Fund has estimated revenues/transfers-in of \$28,196,861, and appropriation budget/transfers-out of \$28,175,709, leaving an excess of \$21,152.

**FISCAL IMPACT:** It is estimated the Fiscal Year 2016-17 Budget would provide for an overall increase in total unreserved fund balances/retained earnings of \$565,410 when considering all funds and operations of the City.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 16-3129 adopting the City of Montclair Fiscal Year 2016-17 Annual Budget.

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Prepared by: 

Fiscal Impact  
Finance Review: 

Proofed by: 

Reviewed and  
Approved By: 

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**RESOLUTION NO. 16-3129**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MONTCLAIR ADOPTING THE  
FISCAL YEAR 2016-17 BUDGET**

**WHEREAS**, the City Manager submitted to the City Council of the City of Montclair the proposed budget for Fiscal Year 2016-17 including all proposed expenditures, estimated revenues, and estimated fund balances; and

**WHEREAS**, a copy of the proposed budget is on file in the City Clerk's office for inspection by the public; and

**WHEREAS**, the City Council duly reviewed the proposed budget at a meeting open to the public on June 13, 2016.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair hereby adopts the proposed budget as the Annual Budget for Fiscal Year 2016-17.

**BE IT FURTHER RESOLVED** that funds are automatically reappropriated into Fiscal Year 2016-17 for all outstanding purchase orders and unexecuted contracts as of June 30, 2016, for which a valid appropriation exists.

**BE IT FURTHER RESOLVED** that funds are automatically reappropriated into Fiscal Year 2016-17 for all capital improvement projects included in the adopted budget that have not been completed as of June 30, 2016.

**BE IT FURTHER RESOLVED** that funds are automatically reappropriated into Fiscal Year 2016-17 for all grants included in the adopted budget that have not been completed as of June 30, 2016.

**BE IT FURTHER RESOLVED** that department heads and their designees are authorized to transfer funds between object codes within the Services and Supplies Budget provided the funding source remains the same.

**BE IT FURTHER RESOLVED** that except for personnel cost-of-living adjustments, which are governed by approved Memorandums of Understanding and Agreements, all expenditures from the Contingency Reserve Fund must be expressly authorized by the City Council.

**APPROVED AND ADOPTED** this XX day of XX, 2016.

**ATTEST:**

\_\_\_\_\_  
Mayor

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

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 16-3129 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, 2016, and that it was adopted by the following vote, to-wit:

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

\_\_\_\_\_  
Andrea M. Phillips  
Deputy City Clerk

## AGENDA REPORT

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**SUBJECT:** CONSIDER ADOPTION OF RESOLUTION  
NO. 16-3131 ADOPTING THE MEASURE I  
2010-2040 MAINTENANCE OF EFFORT  
BASE YEAR LEVEL

**DATE:** June 20, 2016

**SECTION:** RESOLUTIONS

**ITEM NO.:** 6

**FILE I.D.:** TRN221

**DEPT.:** PUBLIC WORKS

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**REASON FOR CONSIDERATION:** The voter approval of Measure I in November 2004 included a requirement that those agencies receiving pass-throughs from San Bernardino Associated Governments (SANBAG) commit the new revenue to Measure I approved projects and not use the new revenue to supplant General Fund money for street maintenance purposes. The new Measure I program became effective in 1999 and required agencies to determine a base year maintenance of effort (MOE) level for that year. Until last year, SANBAG had overlooked the requirement and therefore had not enforced it. Once it was brought to SANBAG's attention, SANBAG staff began a process for enforcing the requirement. Resolution No. 16-3131 establishes the City of Montclair MOE and requires City Council approval.

**BACKGROUND:** Revenue from Measure I can only be used for transportation improvements and traffic management programs authorized in the Expenditure Plans set forth in SANBAG Ordinance No. 04-01. Per the SANBAG ordinance and various policies, the funds cannot be used to supplant existing local discretionary funds being used for street and highway purposes. In order to monitor this, an MOE is required by each agency, and the amount of the MOE varies with agencies depending upon how much those agencies have contributed, through General Fund resources, to street maintenance.

Staffs from all agencies receiving Measure I funds from SANBAG have been working with SANBAG for the past year to establish acceptable MOE levels. They vary from agency to agency. In determining the MOE requirement, the timing could not have been worse for most agencies. The base year for determination of the MOE level was chosen as fiscal year 2008-2009. That year, cities were just entering the Great Recession. In order to reduce the demand and drain on General Fund resources, Montclair began moving certain employee and maintenance costs out of the General Fund and into restricted funds such as Gas Tax. There was little else the City could do at the time. It was already drawing down reserves and laying off staff.

The City's action, regardless of the need and rationale, essentially gave the appearance of supplanting General Fund dollars that had been used for street maintenance with other non General Fund dollars.

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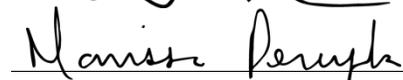
Prepared by:



Fiscal Impact  
Finance Review:



Proofed by:



Reviewed and  
Approved By:



**FISCAL IMPACT:** After numerous meetings with SANBAG staff, both SANBAG and the City have agreed on an MOE level of \$894,728. That means that from this point until the end of Measure I, the City must spend at least this amount of money from the General Fund each year. In addition, the City must also make up for any shortfalls for the MOE for each year since the base year.

The cumulative amount of the deficit in General Fund expenditures for street maintenance work is \$3,551,155 through June 30, 2015. The City has five years in which to make up all the shortfalls. One means of doing so includes moving various employee and maintenance costs back into the General fund. Due to a reduction in gas tax funding, this has been reflected in the FY 2016-17 budget. Additionally, the City will also receive credit for its future expenditures using lease revenue bond proceeds. Since lease revenue bond planned street improvements are substantial, these should be more than enough to eliminate this deficit.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 16-3131 adopting the Measure I Maintenance of Effort Base Year Level.

**RESOLUTION NO. 16-3131**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
MONTCLAIR ADOPTING THE MEASURE I 2010-2040  
MAINTENANCE OF EFFORT BASE YEAR LEVEL**

**WHEREAS**, San Bernardino County voters approved passage of Measure I in November 2004, authorizing the San Bernardino County Transportation Authority (Authority) to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino; and

**WHEREAS**, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 04-01 of the Authority; and

**WHEREAS**, the Local Streets Program is a Measure I program that provides funds through a pass-through mechanism directly to local jurisdictions for expenditure on street and road construction, repair, maintenance and other eligible local transportation priorities; and

**WHEREAS**, in accordance with Ordinance No. 04-01 of the San Bernardino County Transportation Authority and Authority Measure I 2010-2040 Strategic Plan (Strategic Plan) Policy VLS-22, Local Street Program funds shall not be used to supplant existing local discretionary funds being used for street and highway purposes; and

**WHEREAS**, the Strategic Plan requires each local jurisdiction adopt a Maintenance of Effort base year level that is equivalent to the discretionary General Fund expenditures for transportation-related construction and maintenance activities in Fiscal Year 2008-2009, with some allowances for exceptions, to be approved by the Authority; and

**WHEREAS**, Authority will monitor local jurisdiction annual use of discretionary General Fund for transportation-related construction and maintenance activities relative to the Maintenance of Effort base year level through 2040, through the annual audit process; and

**WHEREAS**, failure to meet the Maintenance of Effort base year level requirements can result in temporary to permanent withholding of Measure I Local Street Program funds.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Montclair that the Measure I 2010-2040 Maintenance of Effort Base Year Level of \$894,728 is hereby adopted.

**APPROVED AND ADOPTED** this XX day of XX, 2016.

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

**ATTEST:**

\_\_\_\_\_  
Andrea M. Phillips, Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 16-3131 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, 2016, and that it was adopted by the following vote, to-wit:

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

\_\_\_\_\_  
Andrea M. Phillips, Deputy City Clerk

**City of Montclair**  
**Measure I 2010-2040 Maintenance of Effort Base Year Calculation**  
 Based on Fiscal Year 2008/2009 Construction and Maintenance Expenditures  
 (Rounded to nearest dollar)

Project Expenditures Included in General Ledger	Total Project Cost	Funding Breakdown					
		General Fund	Measure I	Federal	State (HUTA)	City Funds	Other
<b>Construction Projects:</b>							
1. Project #1		-					
2. Project #2		-					
		-					
<b>Note: No transportation-related construction projects were funded with General Fund dollars in fiscal year 2009.</b>							
		-					
		-					
		-					
<b>Maintenance Expenditures:</b>							
1. Traffic Safety Engineering	\$ 567,583	\$ 567,583					
2. Street Maintenance	\$ 677,961	\$ 677,961					
3. Signing/Painting	\$ 139,054	\$ 139,054					
4. Street Sweeping	\$ 180,551	\$ 180,551					
		-					
		-					
<b>Engineering/Administrative Overhead Not Allocated to Specific Projects:</b>							
	\$ -	\$ -					
<b>Expenditure Totals</b>	\$ 1,565,149	\$ 1,565,149	\$ -	\$ -	\$ -	\$ -	\$ -

Deductions for Special Consideration (Deduction Must Also be Included in Project Expenditures Above):	Total Project Cost	General Fund	State Reason Why Project Expenditure Should Be Deducted from MOE
<b>Construction Projects:</b>			
1. Project #			
2. Project #			
<b>Maintenance Projects:</b>			
1. Fund Transfer		\$ 212,820	Transfer from Traffic Safety Fund to General Fund
2. Fund Transfer		\$ 457,601	Transfer from Gas Tax to General Fund
<b>Engineering/Administrative Overhead Not Allocated to Specific Projects:</b>			
	\$ -	\$ -	
<b>Deduction Totals</b>	\$ -	\$ 670,421	

<b>Total GF Expenditures</b>	<b>\$ 1,565,149</b>
<b>Minus Deductions</b>	<b>\$ 670,421</b>
<b>MOE Base Year</b>	<b>\$ 894,728</b>

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER ADOPTION OF MONTCLAIR HOUSING CORPORATION RESOLUTION NO. 16-02 ADOPTING THE FISCAL YEAR 2016-17 BUDGET FOR THE MONTCLAIR HOUSING CORPORATION	<b>DATE:</b> June 20, 2016
	<b>SECTION:</b> RESOLUTIONS
	<b>ITEM NO.:</b> 7
	<b>FILE I.D.:</b> FIN220
	<b>DEPT.:</b> MHC

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**REASON FOR CONSIDERATION:** Pursuant to state law, the governing body of a local government agency is required to annually adopt an Operating Budget. The Montclair Housing Corporation Board of Directors is requested to consider adoption of Resolution

No. 16-02, formally adopting the Montclair Housing Corporation Budget for Fiscal Year 2016-17.

**BACKGROUND:** The Fiscal Year 2016-17 Preliminary Budget for the Montclair Housing Corporation was submitted to the respective Board of Directors on June 13, 2016.

The Montclair Housing Corporation Board of Directors is requested to approve the Annual Budget for the Montclair Housing Corporation. The expenses related to the Montclair Housing Corporation involve operation and maintenance of 31 properties. The Montclair Housing Corporation owns and manages 17 single-family homes and 80 multifamily units.

**FISCAL IMPACT:** It is estimated the proposed Montclair Housing Corporation Budget would provide for a decrease in total balance of \$251,625 during Fiscal Year 2016-17.

**RECOMMENDATION:** Staff recommends that the Montclair Housing Corporation Board of Directors adopt Resolution No. 16-02 adopting the Montclair Housing Corporation Fiscal Year 2016-17 Annual Budget:

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Prepared by:		Fiscal Impact Finance Review:	
Proofed by:		Reviewed and Approved By:	

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**RESOLUTION NO. 16-02**

**A RESOLUTION OF THE MONTCLAIR HOUSING CORPORATION ADOPTING THE FISCAL YEAR 2016-17 BUDGET FOR THE MONTCLAIR HOUSING CORPORATION**

**WHEREAS**, the President has submitted to the Board of Directors of the City of Montclair Housing Corporation the Preliminary Budget for Fiscal Year 2016-17 including all proposed expenditures, estimated revenues, and estimated fund balances; and

**WHEREAS**, a copy of the Preliminary Budget is on file in the Montclair Housing Corporation Secretary's office for inspection by the public; and

**WHEREAS**, the Montclair Housing Corporation has duly reviewed the Preliminary Budget at an adjourned joint meeting open to the public held on June 13, 2016.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Montclair Housing Corporation hereby adopts the Preliminary Budget as the Annual Budget for Fiscal Year 2016-17.

**BE IT FURTHER RESOLVED** that funds are automatically reappropriated into the Fiscal Year 2017-18 Budget for all outstanding purchase orders and unexecuted contracts as of June 30, 2017, for which a valid appropriation exists.

**BE IT FURTHER RESOLVED** that funds are automatically reappropriated into the Fiscal Year 2017-18 Budget for all capital improvement projects included in the adopted Budget that have not been completed as of June 30, 2017.

**APPROVED AND ADOPTED** this XX day of XX, 2016.

\_\_\_\_\_  
Chairman

**ATTEST:**

\_\_\_\_\_  
Secretary

I, Andrea M. Phillips, Secretary of the Montclair Housing Corporation, DO HEREBY CERTIFY that Resolution No. 16-02 was duly adopted by the Montclair Housing Corporation Board of Directors at a regular meeting thereof, held on the XX day of XX, 2016, and that it was adopted by the following vote, to-wit:

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

\_\_\_\_\_  
Andrea M. Phillips  
Secretary

**MINUTES OF THE CITY OF MONTCLAIR REAL  
ESTATE COMMITTEE MEETING HELD ON  
MONDAY, APRIL 18, 2016 AT 5:30 P.M. IN  
THE CITY HALL CONFERENCE ROOM, 5111  
BENITO STREET, MONTCLAIR, CALIFORNIA**

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**I. CALL TO ORDER**

Council Member Dutrey called the meeting to order at 5:30 p.m.

**II. ROLL CALL**

Present: Council Member Dutrey (Chair); Mayor Eaton (Committee Member); City Manager Starr; Deputy City Manager Staats; Director of Community Development Lustro; City Planner Diaz; Associate Planner Gutierrez; Public Works Director Hudson; Deputy City Clerk Phillips

**III. APPROVAL OF MINUTES**

Minutes of the Real Estate Committee of March 21, 2016, were approved.

**IV. PUBLIC COMMENT – None**

**V. DISCUSSION ITEMS**

**A. DEVELOPMENT PROPOSALS — PROJECTS NOT OFFICIALLY SUBMITTED FOR FORMAL CITY REVIEW:**

- 1. Precise Plan of Design (PPD) to remodel the building facade, landscaping and parking lot site improvements at 8790 Central Avenue. The applicant is also requesting a Conditional Use Permit (CUP) to allow a Type 41 ABC on-premises beer and wine license for a new Fatburger/Buffalo's Express Restaurant within an existing 2,500 sq. ft. building, the addition of a covered 420 sq. ft. outdoor dining area, and to re-establish use of the existing drive-thru. (Barrett Woods/Robert Woods)**

Associate Planner Gutierrez reviewed the developer's PPD for the former KFC building including drought-tolerant landscaping, exterior enhancements, and installment of a covered outdoor patio area. She stated the hours of operation would be from 10 a.m. to 9 p.m. She noted the property owner is also a franchisee for the restaurant.

City Planner Diaz noted the beer and wine permit would be available for dining-in patrons only.

The Committee reviewed the plans and recommended approval.

**B. DISCUSSION REGARDING “FISCAL ANALYSIS” FOR NEW CONSTRUCTION**

Deputy City Manager Staats noted this item relates to a request for staff to create a fiscal analysis report for new construction. She raised questions related to the following:

1. Would this apply to projects in north Montclair contained in a community facilities district (CFD)?
2. What direction should staff take on developing a format for the report—should staff hire an economist to develop such a report? She noted estimating costs for City services without an agreed upon formula would be difficult and likely not accurate. However, a standard for analysis could be developed that the City Council could approve.

Council Member Dutrey stated his intention for the analysis is to demonstrate the positive or negative effect new housing projects would have on the City’s General Fund. It was recommended that development of an analytic formula become part of the requirement for a consultant in the request for proposals (RFP) for the General Plan update.

**C. DISCUSSION REGARDING COMMUNITY FACILITIES DISTRICTS IN NORTH MONTCLAIR DOWNTOWN SPECIFIC PLAN AREA**

Deputy City Manager Staats noted the consultant that developed the formulas for calculation of the two CFDs in North Montclair attempted to determine the police and fire service costs by dividing the current Police and Fire Department budgets by the population of the City to come up with a per capita amount. However, this amount was very high. It was noted that the amount collected does not cover 100% of the costs related to police and fire services.

City Manager Starr advised this was discussed back when those CFDs were developed in 2011 and the Council was agreeable at that time that the costs were too high to recover.

Council Member Dutrey expressed his opinion that a developer should pay some of the cost. He indicated he wants to know if the projects are going to incur a positive or negative impact on the General Fund taking utilities, property taxes, etc. into account.

City Manager Starr concurred, noting the only impact that is unknown is the positive impact to local retailers.

Council Member Dutrey noted staff should check with the consultant who is working on the General Plan Update in case they have a mechanism in place to more accurately calculate the cost of City services.

**D. DISCUSSION REGARDING CITY-OWNED PROPERTY AT 11244 VERNON AVENUE**

Deputy City Manager Staats noted this property was purchased with Park Development Funds in the 1980s. She noted there is a house on the property that the City has been renting to generate revenue to the Park Development Fund, noting the rent is \$1,200 per month. She indicated the house was built in 1955 and the tenant is complaining that many repairs to the house are needed. She stated the estimated repair costs for new roofing, kitchen, bathroom, painting, etc. is \$50,000. Since the cost to fix the property is so high, she asked if it would be worth repairing since the long-term intent is to tear the building down and turn it into a park. She advised the cost to demolish would be around \$25,000. She noted the current tenants who have three small children could be relocated from the two-bedroom home to a Housing Corporation home with four bedrooms at the same price.

The Committee concurred that demolishing the home would be a better use of Park Development Funds than performing the repairs.

Deputy City Manager Staats noted this item would come to Council for approval soon.

Council Member Dutrey asked if the City is required to build a park there.

Deputy City Manager Staats stated that was her understanding, but clarification could be requested from the City Attorney.

**E. DISCUSSION REGARDING MONTCLAIR PLACE EXTERIOR IMPROVEMENTS**

Community Development Director Lustro noted staff is processing a Conditional Use Permit (CUP) application for a new food court at Montclair Place, which will be going to Planning Commission next week. He discussed construction of indoor/outdoor patio areas for two new restaurants being constructed at the north end of the food court.

The Committee reviewed the proposed plan for the food court and expressed support for the proposal.

Deputy City Manager Staats discussed changes to Phase 2 of the mall's exterior developments, noting approvals could not be obtained by CIM from key anchor tenants for the original plan of a lifestyle center. She advised the revised plan may involve demolition of the old Broadway/Macy's building and developing that space.

The Committee noted its general support for modifying the plans but emphasized a desire to see a lifestyle center developed at some point at the mall.

**F. DISCUSSION REGARDING STG AUTO GROUP-10325 CENTRAL AVENUE**

City Planner Diaz noted this relates to employees of STG Auto Group parking in the surrounding residential neighborhood, causing issues with residents. He noted staff is attempting to work with STG Auto Group to remedy the issue and direct their staff members to alternate parking arrangements.

City Manager Starr noted he drove by and saw that the employees appear to be parking at Saratoga Park.

City Planner Diaz noted staff would continue to monitor the situation.

**G. COMMENTS REGARDING REQUEST FOR PROPOSALS (RFP) FOR A GENERAL PLAN UPDATE**

Deputy City Manager Staats asked if there are any further comments other than those received at the previous meeting, and asked whether staff could move forward with issuing the RFP after it is approved by the City Council.

The Committee had no comments and directed staff to move forward with preparing the RFP for Council approval.

**H. COMMENTS REGARDING ORDINANCE ESTABLISHING STANDARDS FOR LED SIGNS**

Deputy City Manager Staats asked if there are any further comments on the draft ordinance and whether staff could move forward with the ordinance adoption process.

The Committee authorized staff to move forward with submitting the ordinance to the Planning Commission for review.

**I. OTHER ITEMS**

Community Development Director Lustro advised the Committee that the developer for the 13-unit detached condominium project (Tract Map No. 19971) requested the Committee review an alternate site plan which would provide an access point to the property to the south should it ever become developed, noting it would require the condominiums to be attached.

The Committee reviewed the revised plan and concluded the detached product is preferred. The Committee requested that staff ask the developer to include a connection to the property to the south while keeping the units detached.

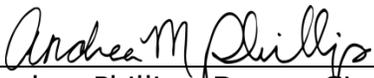
Council Member Dutrey noted there are still parking issues at the Paseos. The Committee discussed the parking shortage wherein staff communicated the issue stemmed from the former property management

company issuing too many parking spaces to units and now the property management company must wait for those tenants to leave before issuing the correct number of parking permits.

**VII. ADJOURNMENT**

At 6:14 p.m., Council Member Dutrey adjourned the Real Estate Committee.

Submitted for Real Estate Committee approval,

  
\_\_\_\_\_  
Andrea Phillips, Deputy City Clerk

**MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON MONDAY,  
JUNE 6, 2016, AT 8:40 P.M. IN THE CITY  
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA**

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**I. CALL TO ORDER**

Mayor Pro Tem Raft called the meeting to order at 8:40 p.m.

**II. ROLL CALL**

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

**III. APPROVAL OF MINUTES**

**A. Minutes of the Regular Personnel Committee Meeting of May 2, 2016.**

Moved by City Manager Starr, seconded by Mayor Pro Tem Raft, and carried unanimously to approve the minutes of the Personnel Committee meeting of May 2, 2016.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**

At 8:41 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 9:05 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Raft stated that no announcements would be made at this time.

**VI. ADJOURNMENT**

At 9:05 p.m., Mayor Pro Tem Raft adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



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Edward C. Starr  
City Manager