

**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

August 1, 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.*

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

**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. Certificate Recognizing Outgoing Community Action Committee Member  
Mary Fondario for Her Service to the Community

**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 — None**

**VIII. CONSENT CALENDAR**

- A. Approval of Minutes
1. Minutes of the Regular Joint Council/Successor Agency Board/MHC Board/MHA Commission/MCF Board Meeting of July 18, 2016 [CC/SA/MHC/MHA/MCF]

B. Administrative Reports

1. Consider Authorizing a \$37,000 Appropriation from the Proposition 30/AB109 Fund to Cover Overtime and Personnel Training Expenses for the Crime Suppression Unit [CC] 5

2. Consider Approval of Demolition of the Single-Family Residential Structure and Detached Garage/Carport Located at 11244 Vernon Avenue [CC]

Consider Authorizing a \$35,000 Appropriation from the Park Development Fund to Perform Lead and Asbestos Testing, Possible Remediation, and Demolish the Structures Located at 11244 Vernon Avenue [CC] 7

3. Consider Authorizing a \$15,552.70 Appropriation from 2014 Lease Revenue Bond Proceeds for the Human Services Recreation Building Improvement Project Phase 2 [CC]

Consider Approval of the Filing of a Notice of Completion, Reduction of Faithful Performance Bond to 10 Percent, and Retention of Payment Bond for Six Months for the Human Services Recreation Building Improvement Project Phase 2 [CC]

Consider Release of Retention 30 Days After Recordation of Notice of Completion [CC] 10

4. Consider Authorizing a \$10,000 Appropriation from the Sewer Replacement Fund for Emergency Sewer Line Replacement [CC]

Consider Approval of the Filing of a Notice of Completion, Reduction of Faithful Performance Bond to 10 Percent, and Retention of Payment Bond for Six Months for the Eastern Zone 3 Montclair Street Rehabilitation Project [CC]

Consider Release Of Retention 30 Days After Recordation Of Notice Of Completion [CC] 13

5. Consider Authorizing a \$9,211.15 Appropriation from the Safety Department Grant Fund to Purchase Four Portable Radios with Accessories from Advanced Communication [CC]

Consider Authorization to Receive \$9,211.15 from the FY2015 Homeland Security Grant Program to Reimburse the Safety Department Grant Fund [CC] 17

6. Consider Authorizing a \$5,400 Allocation in Federal Asset Forfeiture Funds for the Purchase of "Active Shooter" Ammunition/Medical Bags for Patrol Vehicles [CC] 24

7. Consider Approval of Warrant Register and Payroll Documentation [CC] 26

C. Agreements

1. Consider Approval of Agreement No. 16-66 with Kaiser Foundation Hospitals, Ontario, to Support the Montclair Online to College Program [MCF] 27

2. Consider Approval of Agreement No. 16-67 with Kaiser Foundation Hospitals, Ontario, for the Montclair Golden Express Senior Transportation Program [CC] 32

- 3. Consider Approval of Tract Map Nos. 19926 and 19926-1 Located on the South Side of Mission Boulevard East of Monte Vista Avenue [CC]  
  
Consider Authorizing Tract Map Nos. 19926 and 19926-1 to be Recorded with the Office of the San Bernardino County Recorder [CC]  
  
Consider Approval of Agreement No. 16-68 with Avondale Collection, LLC, a Subdivision Agreement for Tract Nos. 19926 and 19926-1 [CC] 37
- 4. Consider Approval of Tract Map No. 19971 Located on the West Side of Central Avenue South of Holt Boulevard [CC]  
  
Consider Authorizing Tract Map No. 19971 to be Recorded with the Office of the San Bernardino County Recorder [CC]  
  
Consider Approval of Agreement No. 16-69 with Central 13, LLC, a Subdivision Agreement for Tract No. 19971 [CC] 60
- 5. Consider Approval of Agreement No. 16-71 with Sue Yoakum to Provide Case Management Services [CC] 75
- 6. Consider Approval of Agreement No. 16-72 with the YWCA San Gabriel Valley and Inland Communities to Serve as a Resource Agency for the Human Services Department [CC] 81
- 7. Consider Approval of Agreement No. 16-73 with the HdL Companies to Develop a Marijuana Management Program [CC]  
  
Consider Allocating up to \$99,750 from the General Fund Operating Reserve Budget for the Purpose of Developing a Marijuana Management Program in Consultation with the HdL Companies [CC] 89
- 8. Consider Approval of Agreement No. 16-74 with the Hope Through Housing Foundation to Provide an After-School Program at San Antonio Vista and Vista Del Cielo Apartments [CC] 103
- 9. Consider Approval of Agreement No. 16-75 with the California Office of Traffic Safety for Acceptance of a Selective Traffic Enforcement Program Grant [CC] 116

D. Resolutions

- 1. Consider Adoption of Resolution No. 16-3133 Authorizing Placement of Assessments on Certain Properties for Delinquent Sewer and Trash Accounts [CC] 137

**IX. PULLED CONSENT CALENDAR ITEMS**

**X. RESPONSE — None**

**XI. COMMUNICATIONS**

A. City Department Reports

- 1. Police Department
  - National Night Out

B. City Attorney

1. Closed Session Pursuant to Government Code Section 54957.6 Regarding Conference with Designated Labor Negotiator Edward C. Starr

Agency: City of Montclair

Employee Management

Associations: Montclair City Confidential Employees Association  
Montclair General Employees Association  
Montclair Fire Fighters Association  
Montclair Police Officers Association

2. Closed Session Pursuant to Government Code Section 54957(b) Regarding Public Employee Discipline/Dismissal/Release

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 Personnel Committee Meeting of July 18, 2016 [CC] 146

**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 labor negotiations and public employee discipline/dismissal/release.)*

**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 Monday, August 15, 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 July 28, 2016.*

# AGENDA REPORT

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**SUBJECT:** CONSIDER AUTHORIZING A \$37,000  
APPROPRIATION FROM THE PROPOSITION  
30/AB109 FUND TO COVER OVERTIME AND  
PERSONNEL TRAINING EXPENSES FOR THE  
CRIME SUPPRESSION UNIT

**DATE:** August 1, 2016  
**SECTION:** ADMIN. REPORTS  
**ITEMNO.:** 1  
**FILEI.D.:** PDT362  
**DEPT.:** POLICE

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**REASON FOR CONSIDERATION:** The City Council is requested to authorize the use of Proposition 30/AB109 Funds to cover the cost of personnel training and overtime for Crime Suppression Unit investigations and operations.

**BACKGROUND:** The passage of Proposition 47 in 2014 reduced certain drug and property crimes from felonies to misdemeanors; thereby, reducing offenders' sentences, including some already incarcerated for the reclassified offenses, while still others were eligible for citation-release immediately upon arrest. Similarly, Assembly Bill 109 (Public Safety Realignment), which passed in 2011, reduced prison overcrowding by transferring certain inmates from California State prisons to local county jails. Upon release from county jail, the burden of monitoring the offenders was shifted from state parole to county probation. The premise of both pieces of legislation was that systems would be put in place at the local level to reintegrate offenders successfully back into society. However, overcrowding of jails at the county level could contribute to further reduction of sentences; and because of the modified laws and relaxed sentences, many offenders are not inclined to take advantage of available resources.

It is widely believed among executives in the law enforcement community that Proposition 47, along with the passage of Assembly Bill 109, has contributed to the rise in criminal activity seen by law enforcement agencies across the state since its passage. Montclair recorded a 12 percent overall increase in part one crimes between 2014 and 2015. Larceny/theft and auto theft reflected the largest increases at 14 and 32 percent respectively.

Staff reinstated the Crime Suppression Unit (CSU) in March 2015, largely due to the disbanding of the West End Narcotics Enforcement Team, as well as concerns over fallout from the passage of Proposition 47. Much of the unit's enforcement efforts are focused on specialized problem areas within the City, including graffiti, prostitution, gangs, narcotics, property crimes, and auto theft. CSU targets high incident areas such as Montclair Place and the Montclair Transcenter, both of which have high rates of auto theft. The team incorporates the use of electronic tracker systems to track property crimes in progress and apprehend suspects. CSU personnel work closely with county officials to conduct parole and probation details to ensure parolees and probationers

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Prepared by:   
Proofed by: 

Fiscal Impact  
Finance Review:   
Reviewed and  
Approved By: 

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are in compliance with the terms of their release from prison or jail. The team is also preparing to embark on a new bait car program in an effort to deter and reduce auto thefts in the City.

In an effort to save on overtime spending, CSU personnel are afforded flexible work schedules because of the nature of the work performed. However, many of the activities, investigations, and follow up conducted by the team are done on an overtime basis. The team is also required to take advantage of various training opportunities developed to enhance one's knowledge and skill level in CSU's area of responsibility. In doing so, the team stays current on crime trends and patterns, participates in information sharing with local and outlying jurisdictions, and identifies various techniques and tactics to solve specific crime-related problems.

During FY 2015-16, CSU personnel used \$19,152 in overtime which was funded by the Proposition 30/AB109 Fund. Staff proposes to appropriate \$30,000 toward CSU overtime in the Department's FY 2016-17 Budget to provide for CSU activities and an additional \$7,000 to cover personnel training expenses.

**FISCAL IMPACT:** If authorized by the City Council, funding for CSU overtime and personnel training would result in an appropriation and expenditure of \$37,000 from the Proposition 30/AB109 Fund accordingly:

1001-4426-43010-400-18000 \$30,000

1141-4426-52570-400-00000 \$ 7,000

**RECOMMENDATION:** Staff recommends the City Council consider authorizing a \$37,000 appropriation from the Proposition 30/AB109 Fund to cover overtime and personnel training expenses for the Crime Suppression Unit.

# AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF DEMOLITION OF THE SINGLE-FAMILY RESIDENTIAL STRUCTURE AND DETACHED GARAGE/CARPORT LOCATED AT 11244 VERNON AVENUE	<b>DATE:</b> August 1, 2016
CONSIDER AUTHORIZING A \$35,000 APPROPRIATION FROM THE PARK DEVELOPMENT FUND TO PERFORM LEAD AND ASBESTOS TESTING, POSSIBLE REMEDIATION, AND DEMOLISH THE STRUCTURES LOCATED AT 11244 VERNON AVENUE	<b>SECTION:</b> ADMIN. REPORTS
	<b>ITEM NO.:</b> 2
	<b>FILE I.D.:</b> PRK025
	<b>DEPT.:</b> COMMUNITY DEV.

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**REASON FOR CONSIDERATION:** The City Council is requested to consider demolition of the residential structure and detached garage/carport located on City-owned property at 11244 Vernon Avenue. The residence is located on a 2.39-acre site purchased by the City in 1991 with Park Development Funds. The adjacent vacant 2.39 parcel directly north of the subject site was purchased by the City at the same time. Combined, the properties total 4.78 acres. The property is in the unincorporated area of San Bernardino County and falls under the City of Montclair's Sphere of Influence. A map of the subject site is attached as Exhibit A.

Prior to demolition, the structures would require environmental testing for lead and asbestos. If the tests determine traces of lead and/or asbestos contamination, remediation expenses would necessitate inclusion in the demolition costs. It is anticipated that costs for the lead and asbestos testing, possible remediation, and demolition of the structures would not exceed \$35,000. The City Council is requested to appropriate \$35,000 from the Park Development Fund to carry out the environmental testing, remediation (if deemed necessary), and demolition.

**BACKGROUND:** As indicated, the property at 11244 Vernon Avenue was purchased by the City in 1991. The City owns a total of 4.78 acres at the location. Although the property is located outside the City's limits, the purchase was made with the belief that the surrounding unincorporated area would eventually be annexed into the City. Although a significant amount of land has been annexed into the City since the City purchased the properties, no annexations have occurred east of Central Avenue, south of Mission Boulevard. It should be noted there are no plans for any annexation of the surrounding properties, or the City-owned properties, at this time.

The City has rented the single-family residence at 11244 Vernon Avenue to low to moderate income families over the years. The day-to-day management of the property was assumed by the Montclair Housing Corporation (MHC) following the corporation's creation in June 1994.

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Prepared by: <u>Christine P. Waldwell</u>	Fiscal Impact Finance Review: <u>Donald L. Parker</u>
Proofed by: <u>Marilyn Strato</u>	Reviewed and Approved By: <u>[Signature]</u>

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The residence, built in 1955, is a wood-sided two-bedroom/one bath dwelling with no central air conditioning and has a septic tank. The residence totals 1,082 square feet. The current tenants have rented the property for the last seven years.

The residence and garage/carport are in need of new paint. However, the amount of fascia damage and wood rot makes this an expensive endeavor. The roof also needs to be replaced. Replacing the roof in conjunction with the paint project would be most feasible. Because, the house has extensive dry rot, staff is certain that installation of a new roof would require new roof decking and sheathing. Based on the experience of past projects and based on the amount of dry rot and termite damage to the structures, staff anticipates the exterior repairs to range from \$23,900 to \$32,000.

In addition to the exterior repairs, the interior of the residence also needs significant repairs. A new kitchen is warranted, as well as a bathroom remodel. It is also time to install new flooring materials (linoleum and carpet) throughout the residence. Although improvements have been made to the house over the years, a comprehensive kitchen and bathroom remodel has not been completed. The interior improvements are anticipated to cost \$15,500. It is also anticipated that termite remediation would include a requirement for tenting of the residence. Together, it is anticipated that total costs for interior and exterior improvements would generally range from \$40,000 to \$50,000.

This property is owned by the City of Montclair for future park development, therefore no long-term affordability covenants are recorded on the property as are recorded on all the other MHC-managed properties. Knowing the long-term plan for the property, it is not likely in the City's best interest to invest \$40,000 to \$50,000 into the property. The Public Works City Council Subcommittee has reviewed this issue and has recommended demolition of the dwelling.

There is an existing opportunity to move the current tenants, a family of five, into the MHC newly remodeled 10291 Greenwood Avenue home, a four-bedroom home with central air conditioning, should the City Council approve the demolition of the 11244 Vernon Avenue structure. The family has agreed to move into the 10291 Greenwood Avenue home and the children have expressed their happiness with the opportunity to each have their own bedroom.

**FISCAL IMPACT:** There would be no cost to the General Fund for the demolition of the 11244 Vernon Avenue residence and garage/carport. It is requested that the moneys for this project come from the Park Development Fund. It is anticipated that costs for the environmental testing, possible remediation, and demolition would not exceed \$35,000. The City Council is requested to appropriate \$35,000 for this project.

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

1. Approve the demolition of the single-family structure and detached garage/carport located at the 11244 Vernon Avenue property.
2. Approve the appropriation of \$35,000 from the Park Development Fund for the lead and asbestos environmental testing, possible remediation, and demolition of the 11244 Vernon Avenue single-family and garage/carport structures.

EXHIBIT A



# AGENDA REPORT

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**SUBJECT:** CONSIDER AUTHORIZING A \$15,552.70 APPROPRIATION FROM 2014 LEASE REVENUE BOND PROCEEDS FOR THE HUMAN SERVICES RECREATION BUILDING IMPROVEMENT PROJECT PHASE 2

CONSIDER APPROVAL OF THE FILING OF A NOTICE OF COMPLETION, REDUCTION OF FAITHFUL PERFORMANCE BOND TO 10 PERCENT, AND RETENTION OF PAYMENT BOND FOR SIX MONTHS FOR THE HUMAN SERVICES RECREATION BUILDING IMPROVEMENT PROJECT PHASE 2

CONSIDER RELEASE OF RETENTION 30 DAYS AFTER RECORDATION OF NOTICE OF COMPLETION

**DATE:** August 1, 2016

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 3

**FILE I.D.:** CVC060

**DEPT.:** PUBLIC WORKS

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**REASON FOR CONSIDERATION:** State law requires Notices of Completion to be recorded with the County Recorder upon acceptance of a public works project. The City Council is requested to consider approval of the filing of a Notice of Completion with the Office of the San Bernardino County Recorder and related actions concerning the Human Services Recreation Building Improvement Project Phase 2.

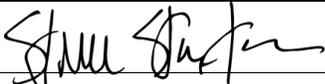
**BACKGROUND:** On December 7, 2015, Rasmussen Brothers Construction, Inc., was awarded a contract for construction of the Human Services Recreation Building Improvement Project Phase 2 and entered into Agreement No. 15-93 with the City. All work required under Agreement No. 15-93 has been satisfactorily completed. The Human Services Recreation Building Improvement Project Phase 2 remodeled and expanded the existing weight room for compliance with Americans with Disabilities Act (ADA).

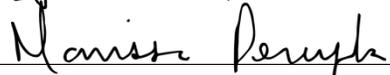
**FISCAL IMPACT:** Rasmussen Brothers Construction, Inc., was awarded the construction contract for \$250,400. The City Council also authorized a construction contingency of \$25,000, bringing the total expenditure authorization to \$275,400. During the course of construction, it was necessary to slightly modify the scope of work by way of construction change orders. The changes ultimately increased the total construction cost from the authorized amount of \$250,400 to the final construction cost of \$264,020.78, an increase of \$13,620.78, still keeping the amount within the construction contingency authorized by the City Council at the time of award.

When staff had presented the project to City Council requesting authorization of awarding the construction contract to Rasmussen Brothers Construction, Inc., staff anticipated that the project would be fully funded with Community Development Block

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Prepared by:  Fiscal Impact Finance Review: 

Proofed by:  Reviewed and Approved By: 

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Grant (CDBG) Funds. Staff was notified during the course of construction that funding was approaching its limit for the multi-phase project and additional funds may be required from an alternative funding source. Following the conclusion of the project, the project fell short of funding in the amount of \$15,552.70. Although additional CDBG funding is available, approximately \$22,000, staff would prefer to use those funds for code enforcement purposes and recommends the use of 2014 Lease Revenue Bond Proceeds for the shortfall of CDBG funding.

**RECOMMENDATION:** Staff recommends the City Council take the following actions related to the Human Services Recreation Building Improvement Project Phase 2:

1. Consider appropriating \$15,552.70 from 2014 Lease Revenue Bond Proceeds for the Human Services Recreation Project Phase 2.
2. Approve the filing of a Notice of Completion with the Office of the San Bernardino County Recorder.
3. Reduce the Faithful Performance Bond to 10 percent.
4. Retain the Payment Bond for six months.
5. Release retention 30 days after recordation of Notice of Completion.

RECORDING REQUESTED BY:

**City of Montclair**

AND WHEN RECORDED MAIL DOCUMENT AND  
TAX STATEMENT TO:

NAME: **City of Montclair**

STREET ADDRESS: **5111 Benito Street**

CITY, STATE & ZIP  
CODE: **Montclair, CA 91763**

Government Code 6103

(Space above this line for Recorder's Use Only)

## NOTICE OF COMPLETION

NOTICE is hereby given that: The undersigned is the owner of an interest of estate in the hereinafter described property, the nature of which said interest or estate is:

fee

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

The work was completed on that certain work known as:

### **Human Services Recreation Building Improvement Project Phase 2**

for the undersigned City of Montclair, 20th day of July, 2016  
a Municipal Corporation, on the

The City accepted the job on the 20th day of July, 2016

The Contractor on said job was Rasmussen Brothers Construction, Inc.  
40441 Gavilan Mountain Rd.  
Fallbrook, CA 92028

The improvement consisted of:

Building Improvements

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

5111 Benito Street, Montclair, CA. 91763

### **VERIFICATION**

I, the undersigned, say that I am agent for the owner of the aforesaid interest or estate in the property described in the above notice. I have read the foregoing notice and know and understand the contents thereof, and the facts stated herein are true and correct.

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

Executed on: August 2, 2016 at 5111 Benito Street, Montclair, California

\_\_\_\_\_  
Michael C. Hudson  
Public Works Director  
City Engineer

## AGENDA REPORT

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**SUBJECT:** CONSIDER AUTHORIZING A \$10,000 APPROPRIATION FROM THE SEWER REPLACEMENT FUND FOR EMERGENCY SEWER LINE REPLACEMENT

CONSIDER APPROVAL OF THE FILING OF A NOTICE OF COMPLETION, REDUCTION OF FAITHFUL PERFORMANCE BOND TO 10 PERCENT, AND RETENTION OF PAYMENT BOND FOR SIX MONTHS FOR THE EASTERN ZONE 3 MONTCLAIR STREET REHABILITATION PROJECT

CONSIDER RELEASE OF RETENTION 30 DAYS AFTER RECORDATION OF NOTICE OF COMPLETION

**DATE:** August 1, 2016

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 4

**FILE I.D.:** STA540

**DEPT.:** PUBLIC WORKS

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**REASON FOR CONSIDERATION:** State law requires Notices of Completion to be recorded with the County Recorder upon acceptance of a public works project. The City Council is requested to consider approval of the filing of a Notice of Completion with the Office of the San Bernardino County Recorder and related actions concerning the Eastern Zone 3 Montclair Street Rehabilitation Project.

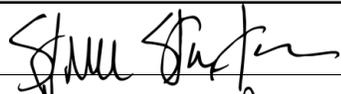
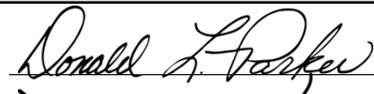
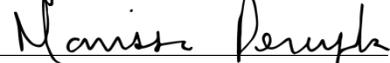
**BACKGROUND:** On April 18, 2016, Gentry Brothers, Inc., was awarded a contract for construction of the Eastern Zone 3 Montclair Street Rehabilitation Project and entered into Agreement No. 16-30 with the City. All work required under Agreement No. 16-30 has been satisfactorily completed. The Eastern Zone 3 Montclair Street Rehabilitation Project resurfaced 25 residential streets and replaced uplifted curb, gutter, and sidewalk throughout the project limits.

During the course of construction, it was necessary to amend a few bid item quantities by way of construction change orders. One of the change orders involved some emergency repairs of a deteriorated sewer line between manholes E-43 and E-44, located between the Best Buy and Target stores. Because Gentry Brothers, Inc., was already under contract with the City and is an "A" licensed contractor, and the work was considered an emergency repair, a price was negotiated to have this section of the sewer line replaced. Funding for the sewer line replacement should come from the Sewer Replacement fund and not be a project expense out of the 2014 Lease Revenue Bond Proceeds.

The project also received a claim filed by Gentry Brothers, Inc., for delays of construction. The delays were caused by water leaks and a conflicting construction project being performed by the Monte Vista Water District (MVWD) within the Zone 3 paving limits. Following the award of contract to Gentry Brothers, Inc., staff received

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

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notification from MVWD that it needed to replace the water mainline in the 5500-5600 block of Denver Street. By allowing MVWD to proceed with their mainline replacement project while Gentry Brothers, Inc., was performing construction of our project, Gentry Brothers, Inc., crews were forced to modify their grinding, paving, and concrete schedules during the course of construction and extend their working days. Staff will prepare an invoice to MVWD and pursue reimbursement of the \$15,000 claim filed by the contractor.

**FISCAL IMPACT:** Gentry Brothers Inc., was awarded the construction contract for \$1,207,495. The City Council also authorized a construction contingency of \$120,000, bringing the total expenditure authorization to \$1,327,495.

The changes described above ultimately increased the total construction cost from the authorized amount of \$1,207,495 to the final construction cost of \$1,221,017, an increase of \$13,522, still keeping the amount within the construction contingency authorized by the City Council at the time of award. The project is funded entirely by Lease Revenue Bond Proceeds, except for the emergency sewer line replacement, which cost \$10,000.

**RECOMMENDATION:** Staff recommends the City Council take the following actions related to the Eastern Zone 3 Montclair Street Rehabilitation Project:

1. Consider appropriating \$10,000 from the Sewer Replacement Fund for sewer line replacement.
2. Approve the filing of a Notice of Completion with the Office of the San Bernardino County Recorder.
3. Reduce the Faithful Performance Bond to 10 percent.
4. Retain the Payment Bond for six months.
5. Release retention 30 days after recordation of Notice of Completion.

RECORDING REQUESTED BY:

**City of Montclair**

AND WHEN RECORDED MAIL DOCUMENT AND  
TAX STATEMENT TO:

NAME: **City of Montclair**

STREET ADDRESS: **5111 Benito Street**

CITY, STATE & ZIP  
CODE: **Montclair, CA 91763**

Government Code 6103

(Space above this line for Recorder's Use Only)

## NOTICE OF COMPLETION

NOTICE is hereby given that: The undersigned is the owner of an interest of estate in the hereinafter described property, the nature of which said interest or estate is:

fee

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

The work was completed on that certain work known as:

### **Eastern Zone 3 Montclair Street Rehabilitation Project**

for the undersigned City of Montclair,  
a Municipal Corporation, on the 15th day of July, 2016

The City accepted the job on the 15th day of July, 2016

The Contractor on said job was  
Gentry Brothers, Inc.  
384 Live Oak  
Irwindale, Ca 92878-2229

The improvement consisted of:

Street Improvements

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

Residential Streets within an area bound by San Bernardino Street, Benson Ave, Orchard Street  
and Central Ave

### **VERIFICATION**

I, the undersigned, say that I am agent for the owner of the aforesaid interest or estate in the property described in the above notice. I have read the foregoing notice and know and understand the contents thereof, and the facts stated herein are true and correct.

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

Executed on: August 2, 2016 at 5111 Benito Street, Montclair, California

\_\_\_\_\_  
Michael C. Hudson  
Public Works Director  
City Engineer

# Infrastructure Fund Capital Project Funding Information

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

Preparation Date: February 24, 2015 Department: Public Works / Engineering  
 Project No. (Assigned by Finance): \_\_\_\_\_ Contact/Ext.: M. Hudson X.411

Phase	Prior Years	Fiscal Years					Total	Fund/Program
		2015/2016	2016/2017	2017/2018	2018/2019	2019/2020		
Environmental								
Design								
R/W Acquisition								
Construction		1,243,183.90					1,243,183.90	2014 LRBP
		10,000.00					10,000.00	Sewer Dev.
		15,000.00					15,000.00	MVWD Reimburse
<b>Total</b>	0.00	1,268,183.90	0.00	0.00	0.00	0.00	1,268,183.90	

**Approvals:**

Department: Public Works/Engineering By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Finance By: \_\_\_\_\_ Date: \_\_\_\_\_  
 City Council Date: \_\_\_\_\_  
 Revision Number: \_\_\_\_\_

**Total Project Cost:** \$1,268,183.90

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER AUTHORIZING A \$9,211.15 APPROPRIATION FROM THE SAFETY DEPARTMENT GRANT FUND TO PURCHASE FOUR PORTABLE RADIOS WITH ACCESSORIES FROM ADVANCED COMMUNICATION	<b>DATE:</b> August 1, 2016
	<b>SECTION:</b> ADMIN. REPORTS
	<b>ITEM NO.:</b> 5
	<b>FILE I.D.:</b> GRT115
CONSIDER AUTHORIZATION TO RECEIVE \$9,211.15 FROM THE FY2015 HOMELAND SECURITY GRANT PROGRAM TO REIMBURSE THE SAFETY DEPARTMENT GRANT FUND	<b>DEPT.:</b> FIRE

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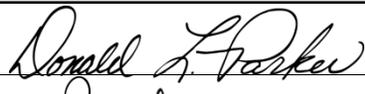
**REASON FOR CONSIDERATION:** The City Council is requested to consider authorizing a \$9,211.15 appropriation from the Safety Department Grant Fund to purchase four (4) portable radios with accessories from Advanced Communication and consider authorizing the receipt of \$9,211.15 from the FY2015 Homeland Security Grant Program (HSGP) to reimburse the Safety Department Grant Fund.

**BACKGROUND:** The FY2015 HSGP is responsible for distributing non-matching grant funds to local first responders to provide financial assistance for the purpose of purchasing equipment and supplies to improve emergency response capabilities. All eligible applicants are required to purchase equipment or supplies in advance and are entitled to 100 percent reimbursement through the grant program. The distribution of grant funds is coordinated by each Operational Area (OA). The coordinating agency for the City of Montclair is the San Bernardino County Fire Protection District. HSGP funds are distributed to fire jurisdictions within San Bernardino County. Each jurisdiction is allocated a \$5,000 base with the remainder of the grant distributed on a per capita basis to each eligible jurisdiction. The Montclair Fire Department's allocation is \$11,027, which was secured through Agreement No. 16-10.

Staff applied to the San Bernardino County Fire Protection District (SBCFD) Grants Unit on August 13, 2015, requesting to have an equipment project included in the FY2015 HSGP. The equipment project's objective is to purchase four (4) portable radios with accessories. Fire agencies in the State of California are in the process of re-banding VHF radios. These radios are utilized state-wide in order for agencies responding from multiple jurisdictions and regions of the State to have the ability to communicate with each other on common frequencies at major disaster scenes. As a result of the re-banding, the radios that the Montclair Fire Department currently has will soon be obsolete. These radios require replacement to provide personnel with the ability to communicate on major incidents such as strike team responses. The SBCFD Grants Unit notified staff on June 6, 2016, that this project was approved and that staff was authorized to begin spending FY2015 HSGP funds.

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

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Fire Department staff utilized competitive negotiations to solicit written proposals from vendors for portable radios and accessories. Bid quotations were received from the following three (3) vendors:

<u>Vendor</u>	<u>Bid Amount</u>
Power Works	\$10,101.29
49er Communications, Inc.	\$10,075.66
Advanced Communication	\$9,211.15

Staff recommends the portable radios with accessories be purchased from Advanced Communication as the lowest responsive bidder. Advanced Communication is registered in the System for Award Management (SAM) and has no active exclusion records that would disbar that company from receiving Federal funds.

**FISCAL IMPACT:** The cost to purchase four (4) portable radios with accessories from Advanced Communication is \$9,211.15. Should the City Council approve this item, the purchase would be funded by the Safety Department Grant Fund. The City would be reimbursed \$9,211.15 by the FY2015 HSGP.

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

1. Authorize a \$9,211.15 appropriation from the Safety Department Grant Fund to purchase four (4) portable radios with accessories from Advanced Communication.
2. Receive \$9,211.15 from the FY2015 Homeland Security Grant Program (HSGP) to reimburse the Safety Department Grant Fund.

# FY15 HSGP BID QUOTATION FORM

Department: Montclair Fire Department Date: 7/13/2016  
 Item(s) Description Four (4) portable radios with accessories (clamshell battery holder, antenna, programming cable, programming software, and microphone)  
 Reason for Purchase: Replace obsolete radios that are used on multi-agency major disaster responses such as strike teams  
 Employee Obtaining Quotes: Administrative Aide Angelic Bird

## Vendors Contacted

Quote No. 1		BID QUOTES	
Name	Power Works	Radios	\$7,954.20
Address:	425 El Pintado Road, Danville, CA 94526	Accessories	\$1,331.10
Phone No.	(888) 567-7234	Sub total	\$9,285.30
Comments:	Contact: Cristy Alexander	Tax	\$766.04
	<a href="mailto:cristy@radio-accessories.com">cristy@radio-accessories.com</a>	S/H	\$49.95
	<a href="http://www.radio-accessories.com">www.radio-accessories.com</a>	Labor	\$0.00
<b>Total:</b>			<b>\$10,101.29</b>
Quote No. 2		BID QUOTES	
Name	49er Communications, Inc.	Radios	\$7,580.00
Address:	361 Railroad Avenue, Nevada City, CA 95959	Accessories	\$1,558.92
Phone No.	(800) 552-0707	Sub total	\$9,138.92
Comments:	Contact: Brandy Guitierrez	Tax	\$753.96
	<a href="mailto:brandy@badass.company">brandy@badass.company</a>	S/H	\$182.78
	<a href="http://www.49ercommunications.com">www.49ercommunications.com</a>	Labor	\$0.00
<b>Total:</b>			<b>\$10,075.66</b>
Quote No. 3		BID QUOTES	
Name	Advanced Communication	Radios	\$7,547.80
Address:	3312 Purer Road, Escondido, CA 92029	Accessories	\$961.35
Phone No.	(760) 781-3131	Sub total	\$8,509.15
Comments:	Contact: Dave Roberts	Tax	\$702.00
	<a href="mailto:daveratacs@cox.net">daveratacs@cox.net</a>	S/H	\$0.00
	<a href="http://www.advancedtwowayradio.com">www.advancedtwowayradio.com</a>	Labor	\$0.00
	DUNS: 132723628 CAGE Code: 1D1K3 SAM Exp. 11/7/16, No active exclusion records		
<b>Total:</b>			<b>\$9,211.15</b>
RECOMMENDED VENDOR AND JUSTIFICATION:			
Staff recommends that the radios and accessories be purchased from Advanced Communication as the lowest responsive bidder.			

# Entity

## ADVANCED COMMUNICATION SYSTEMS, INC

DUNS: 132723628 CAGE Code: 1D1K3  
Status: Active

3312 PURER RD  
ESCONDIDO, CA, 92029-7271 ,  
UNITED STATES

Expiration Date: 11/07/2016  
Purpose of Registration: All Awards

### Entity Overview

#### Entity Registration Summary

**Name:** ADVANCED COMMUNICATION SYSTEMS, INC  
**Doing Business As:** ADVANCED COMMUNICATIONS,  
**Business Type:** Business or Organization  
**Last Updated By:** Laura Roberts  
**Registration Status:** Active  
**Activation Date:** 11/08/2015  
**Expiration Date:** 11/07/2016

#### Exclusion Summary

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.P.48.20160624-1124

WWW1



**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



425 El Pintado Rd  
 Suite 130 B  
 Danville, CA 94526  
 www.radio-accessories.com

# Estimate

Date	Estimate #
7/12/2016	1291

Bill To
City of Montclair Angelic Bird 5111 Benito St Montclair, CA 91763

Ship To
Montclair Fire Dept Angelic Bird 5111 Benito St Montclair, CA 91763

Terms	Rep
Awaiting terms app...	CMA

Description	Qty	Rate	Total
KNG-P150CMD VHF 136-174 MHz, 6 Watt, 2048 Channels, Digital/Analog with Keypad. Charger, battery and antenna sold separately.	4	1,988.55	7,954.20T
KAA0120 "AA" Alkaline Clamshell Battery Case, Orange. Bendix King KNG P series P-25 Radios	8	58.50	468.00T
KAA0818 Bendix King VHF 150-170 MHz Whip Antenna For KNG P150 Series	4	45.00	180.00T
KAA0203E Bendix King KNG P Series Submersible Speaker Microphone w/2.5mm Audio Jack & Emergency Button	4	108.90	435.60T
KAA0710 USB Program Cable KNG PS	1	112.50	112.50T
KAA0732 Bendix King Original OEM Programming Software for KNG-PXXX & MXXX 2048 Channels	1	135.00	135.00T
			9,285.30
Flat rate shipping	1	49.95	49.95
If you will be using a PO, special instructions apply, details to follow if winning bidder Montclair Sales Tax		8.25%	766.04
We appreciate the opportunity to do business with you		<b>Total</b>	\$10,101.29

Phone #
888-567-7234



# 49er Communications, Inc.

361 Railroad Ave  
Nevada City, CA 95959

# QUOTE

530-477-2590 800-552-0707  
sales@badass.company

DATE	QUOTE #
7/12/2016	Q16694

NAME / ADDRESS
Montclair Fire Dept Angelic Bird 8901 Monte Vista Ave Montclair, CA 91763

Quote Expires		P.O. NO.	TERMS	REP	FOB
8/12/2016			Awaiting Terms Approval	HOUSE	Montclair
SKU	QTY	DESCRIPTION		COST	TOTAL
HHKNGVHREDKC	4	BK Radio KNG-P150 CMD Digital Portable Radio - Command Version. P25 APCO, 2048 Channels, 6 Watt, VHF 136-174 MHZ. CMD Feature Set Included		1,895.00	7,580.00T
AAKNGSPREP3E	4	Bendix King KAA0203E Speaker Mic - IP67 (Submersible), Emergency button for KNG		106.48	425.92T
BAKNGCSREO	8	Bendix King KAA0120 Clamshell - Orange, for KNG		66.00	528.00T
ANKNGWPRE10.5V	4	Bendix King KAA0818 Antenna - 10.5", Portable, Flexible, VHF 150-170 MHz, SMA Male Connector, 0db Gain		44.00	176.00T
PRKNGSWRE	1	BK Radio KAA0732 Software for KNG-P Portable and/or KNG-M Mobile Radio		308.00	308.00T
PRKNGPCREUS	1	BK Radio Relm KAA0710 PC Programming Cable - for KNG Portable and Mobile Radios, USB		121.00	121.00T
UPS Ground	1	UPS Ground Freight & Insurance San Bernadino County		2.00%	9,138.92 182.78 753.96
We appreciate the opportunity to do business with you!				TOTAL	\$10,075.66

# Advanced Communication

3312 Purer Road  
 Escondido, CA 92029  
 Voice: 760-781-3131  
 Fax: 760-747-8454

## EQUIPMENT PROPOSAL

NAME / ADDRESS

Montclair Fire Department  
 8901 Monte Vista Ave.  
 Montclair, Calif., 91763  
 Attn : Accts. Payable

DATE

7/13/2016

ATTN:

Angelic Bird

DESCRIPTION	UNIT PRICE	QTY	TOTAL
KNG-P150CMD--BK Radio 136-174MHZ 2048 CHANNEL P25 Portable with Command Feature Set	1,886.95	4	7,547.80
KAA-0120 -- ORANGE CLAMSHELL FOR AA BATTERIES	42.25	8	338.00
KAA-0818 -- High Perfomance Antenna	32.50	4	130.00
KAA-0710 -- PC PROGRAMMING CABLE, usb	81.25	1	81.25
KAA-0732 -- KNG EDITING SOFTWARE 2048 CHANNEL PORTABLE AND MOBILE	97.50	1	97.50
KAA-0203E -- Speaker Microphone	78.65	4	314.60
<p>NOTE : THIS IS Quotation is at the NASPO Contract pricing...SUBMIT ORDER TO ADVANCED COMMUNICATIONS AS AUTHORIZED RELM WIRELESS CORPORATION GCD DEALER.      EMAIL: Dave Roberts                      ... daveratacs@cox.net</p>			
Shipping & Handling--Included	0.00		0.00
Sales Tax for San Bernardino as of Jan 1, 2013	8.25%		702.00
We Appreciate Your Business	<b>TOTAL</b>		\$9,211.15

## AGENDA REPORT

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**SUBJECT:** CONSIDER AUTHORIZING A \$5,400 ALLOCATION IN FEDERAL ASSET FORFEITURE FUNDS FOR THE PURCHASE OF "ACTIVE SHOOTER" AMMUNITION/MEDICAL BAGS FOR PATROL VEHICLES

**DATE:** August 1, 2016  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 6  
**FILE I.D.:** PDT362  
**DEPT.:** POLICE

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of the expenditure of Federal Asset Forfeiture funds toward the purchase of active shooter/medical trauma bags. These bags would be assigned to each patrol vehicle equipped with a patrol rifle and would consist of a nylon leg bag containing additional magazines, ammunition, and trauma medical supplies.

**BACKGROUND:** Law enforcement tactics are an ever-changing process, molded by recent events which highlight current deficiencies. Prior to the Columbine High School shooting in 1999, active shooter response was a "contain and isolate" response effort, with police waiting for specially trained tactical teams to eliminate the threat. The aftermath of this incident began the process of rethinking and retraining line-level patrol officers to immediately engage the shooter(s) and stop the loss of life. The Hollywood bank robbery shootout in 1997 already illustrated the need of law enforcement to have access to firearms capable of defeating body armor and other soft barriers. As a result of these incidents, many departments, including the Montclair Police Department, acquired patrol rifles and began training officers in these new active shooter response tactics.

Active shooter response continued to evolve over time as new threats were identified. The Christopher Dorner incident in 2013, followed by the terrorist attacks in San Bernardino and Orlando in 2015 and 2016 respectively, and the recent attacks on officers in Dallas and Baton Rouge demonstrate the need of law enforcement to be prepared for protracted gun battles with multiple well-equipped and trained suspects, as well as the immediate need and ability to provide life-saving care immediately, before EMS arrives or is able to enter a hostile area.

Currently, the Department has one magazine containing 28 rounds of ammunition ready for service for each patrol rifle. During the incidents listed above, officers on scene engaging the suspects found the ammunition contained within the rifle's single magazine was insufficient. While some had additional spare magazines of ammunition, others scrambled for boxes tossed by their partners, loading the ammunition under fire. Others ran out and were forced to transition to their handguns. In both the Dorner and San Bernardino incidents, nearly 400 rounds were needed by law enforcement to bring the incident to conclusion.

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Prepared by: B. KUMANSKI

Fiscal Impact  
Finance Review:

Donald L. Parker

Proofed by: Sharon P. Agajanian

Reviewed and  
Approved By:

R. Avas

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For treatment of various medical emergencies, the Department has medical supply bags which are contained within every police vehicle. While these bags contain a wide variety of first aid and CPR supplies, the bags are too large to carry into an active shooting situation, and the supplies contained are focused on general first aid and not shooting victims specifically.

To address these evolving issues and to have the equipment to most effectively respond to both the active shooter(s) and the likely immediate gunshot trauma victims, purchase and deployment of an “active shooter” bag containing additional ammunition for the patrol rifle and a medical trauma kit, containing first-aid supplies specifically geared toward gunshot victims was determined to be the most effective way to address both concerns.

Department staff evaluated several products and determined a thigh-rig manufactured by Tuff Products best met these needs and had the capacity to hold four additional magazines of ammunition, as well as a medium-sized trauma kit. During an incident, the bags could be grabbed from the patrol vehicle and worn using a quick-attach belt clip, which every officer would be issued for their duty belts. Magazines chosen were the Magpul M3 PMAGs, which are the same as currently utilized in the Department patrol rifles. The trauma kit supplies were evaluated and selected by the Department’s first-aid instructor Detective Andy Graziano, who will provide additional training in their use prior to deployment. The Department currently fields 24 patrol rifles. It is the intent of the Department to have one active shooter bag available for each patrol rifle, with one spare in reserve for unforeseen maintenance or failures.

**FISCAL IMPACT:** If authorized by the City Council, purchase of the components to outfit 25 active shooter bags would result in a \$5,400 expenditure from the Federal Asset Forfeiture Fund (1144). Of this cost, \$2,000 would be used for specialized medical supplies, \$1,400 for the additional AR-15 magazines, and \$2,000 for the nylon thigh-rig.

**RECOMMENDATION:** Staff recommends the City Council authorize the allocation of \$5,400 in Federal Asset Forfeiture Funds for the purchase of “active shooter” ammunition/medical bags for patrol vehicles.

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION      **DATE:** August 1, 2016  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 7  
**FILE I.D.:** FIN540  
**DEPT.:** ADMIN. SVCS.

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

**BACKGROUND:** Mayor Pro Tem Raft has examined the Warrant Register dated August 1, 2016, and the Payroll Documentation dated July 10, 2016, and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated August 1, 2016, totals \$1,991,594.01; and the Payroll Documentation dated July 10, 2016, totals \$715,461.50 gross, with \$494,683.27 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:

*Andrea M Phillips*

Fiscal Impact  
Finance Review:

*Donald L Parker*

Proofed by:

*Stephanie Hick*

Reviewed and  
Approved By:

*Donald L Parker*

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## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT  
NO. 16-66 WITH KAISER FOUNDATION  
HOSPITALS, ONTARIO, TO SUPPORT THE  
MONTCLAIR ONLINE TO COLLEGE PROGRAM

**DATE:** August 1, 2016

**SECTION:** AGREEMENTS

**ITEM NO.:** 1

**FILE I.D.:** HSV044

**DEPT.:** MCF

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**REASON FOR CONSIDERATION:** The City Council serves as the Board of Directors for the Montclair Community Foundation, Inc., and as such is requested to consider approval of Agreement No. 16-66 accepting a grant from the Kaiser Foundation Hospitals, Ontario, to provide funding for the Montclair Online to College (OTC) Program.

A copy of proposed Agreement No. 16-66 is attached for the City Council's review and consideration.

**BACKGROUND:** The Montclair Community Foundation, Inc. (MCF) is receiving funding from Kaiser Foundation Hospitals to assist in supporting the Montclair OTC Program.

The vision of MCF is to work collectively and collaboratively to strengthen services and enhance the quality of life for residents by promoting health, wellness, and economic stability for all including the most vulnerable in our community. The mission of MCF is to guarantee a quality community for all, by working together as diverse, committed individuals and organizations to make an impact that improves the overall well-being of the community. MCF strives to ensure that children, families and individuals of Montclair have an improved quality of life and know how to access needed services. One of the annual goals for MCF is to support the highly successful OTC Program, which will provide qualifying Montclair High School students a two year scholarship to attend Chaffey College.

The term of proposed Agreement No. 16-66 is July 1, 2016 through June 30, 2017.

**FISCAL IMPACT:** Kaiser Foundation Hospitals has offered the Montclair Community Foundation, Inc., a grant of \$7,500 for the Montclair OTC Program. There will be no direct fiscal impact on the City's General Fund associated with the approval of Agreement No. 16-66.

**RECOMMENDATION:** Staff recommends the City Council, serving as the Board of Directors for the Montclair Community Foundation, Inc., approve Agreement No. 16-66 with Kaiser Foundation Hospitals, Ontario, to support the Montclair Online to College Program.

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Prepared by:

*M. Richter*

Fiscal Impact  
Finance Review:

*Donald L. Parker*

Proofed by:

*Michelle Castillo*

Reviewed and  
Approved By:

*M. Richter*

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**LETTER OF AGREEMENT**  
**KAISER FOUNDATION HOSPITALS, ONTARIO**  
**COMMUNITY BENEFIT CHARITABLE CONTRIBUTIONS PROGRAM**

This Letter of Agreement (hereinafter "Agreement") is entered into by and between **Kaiser Foundation Hospitals**, a California nonprofit, public benefit corporation (hereinafter "KFH") and **Montclair Community Foundation**, a California nonprofit, public benefit corporation, that is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code.

This Agreement sets forth the understanding of the parties hereto as to the terms and conditions under which KFH shall donate funds in the amount of **\$7,500.00 for a one year funding period beginning July 1, 2016 through July 1, 2017 for Montclair Online to College**. Such terms and conditions are as follows:

1. Tax Exemption Status: Grantee represents that at all times relevant herein, it is a California nonprofit, public benefit corporation, that is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code.
2. Purpose of Grant. Grantee shall use entire Grant to support the specific goals, objectives, activities, and outcomes as stated in the Grant Summary.
3. Expenditure of Funds. This Grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the Grantee's Work Plan and may not be expended for any other purpose without KFH's prior written approval.
4. Prohibited Uses. In no event shall Grantee use any of the funds from this Grant to (a) support a political campaign, (b) support or attempt to influence any government legislation, except making available the results of non-partisan analysis, study or research, or (c) grant an award to another party or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code of 1986 as amended.
5. Return of Funds. KFH reserves the right to discontinue, modify or withhold payments to be made under this Agreement or to require a total or partial return of any funds, including any unexpended funds under the following conditions:
  - (a) If KFH, in its sole discretion, determines that the Grantee has not performed in accordance with this Agreement or has failed to comply with any term or condition of this Agreement.
  - (b) If Grantee loses its status as an eligible Grantee under Paragraph 1 above.
  - (c) Any portion of the funds is not used for the approved purpose
  - (d) Such action is necessary to comply with the requirements of any law or regulation applicable to Grantee or to KFH or to this Grant.
6. Records, Audits and Site Visits. KFH is authorized to conduct audits, including on-site audits, at any time during the term of this Grant and within four years after completion of the Grant. Grantee shall allow KFH and its representatives, at its request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and client or other beneficiaries for the purpose of making such audits, verifications or program evaluations as KFH deems necessary or appropriate

concerning this Grant. Grantee shall maintain accounting records sufficient to identify the Grant and to whom and for what purpose such funds are expended for at least four (4) years after the Grant has been expended.

7. No Assignment or Delegation. Grantee may not assign, or otherwise transfer, any rights or delegates any of Grantee's obligations under this Agreement without prior written approval from KFH.

8. Records and Reports. Grantee shall submit written progress report(s) to KFH in accordance with the due dates stated on the Grant Summary (Attachment).

Grantee shall be primarily responsible for the content of the evaluation report. If KFH determines IRB approval is necessary, as part of the evaluation process, Grantee shall follow KFH IRB approval processes and procedures.

9. Required Notification. Grantee is required to provide KFH with immediate written notification of any change in Grantee's tax exempt status or when Grantee is unable to expend the grant funds for the approved purposes described in the Work Plan.

10. Identification of KFH. Grantee shall identify KFH as a supporting organization in all published material relating to the subject matter of this Grant. Whenever possible and appropriate, Grantee shall publicly acknowledge KFH for this Grant.

11. Equal Employment Opportunity. Grantee agrees to comply with and be bound by the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

12. Immigration Act Requirements. Grantee shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. Grantee hereby certifies that it has obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services related to the program described in the Work Plan.

13. Licensing and Credentials. Grantee agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and for its employees and all other persons engaged in work in conjunction with this Grant.

14. Payment of Grant. First payment by KFH will be contingent upon a signed Agreement between KFH and Grantee. Subsequent payments (if any) are contingent upon compliance with this Agreement, including timely receipt of reports as outlined in Paragraph 8 above.

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

**Kaiser Foundation Hospitals**

By: Trish Lopez  
Trish Lopez  
Area Chief Financial Officer

06-28-16  
Date

**Grantee**

By: \_\_\_\_\_  
Edward Starr  
Executive Director  
Montclair Community Foundation

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Paul M. Eaton  
Chair  
Montclair Community Foundation Board

\_\_\_\_\_  
Date

ATTEST:  
By: \_\_\_\_\_  
Andrea M. Phillips  
Secretary, Montclair Community Foundation

\_\_\_\_\_  
Date

LETTER OF AGREEMENT  
Attachment

**GRANT SUMMARY**

<b>GRANT NUMBER:</b> 20649614	<b>DATE AUTHORIZED:</b> June 15, 2016
<b>GRANTEE NAME:</b> Montclair Community Foundation	<b>AMOUNT:</b> \$7,500.00 over 12 months
<b>CONTACT, TITLE:</b> Mrs. Marcia Richter, Director of Human Services	
<b>TELEPHONE:</b> (909) 625-9453	<b>FAX:</b> (909) 399-9751
<b>CB PROJECT MANAGER:</b> Martha Valencia, Community Benefit Health Manager <b>Phone:</b> <b>Email:</b> martha.r.valencia@kp.org	
<b>GRANT PURPOSE:</b> Montclair Online to College	
<b>GRANT OBJECTIVES:</b>	
<ul style="list-style-type: none"> <li>To provide mentoring, support, and development opportunities through presentations to all grades, including parent workshops, college fairs, and Chaffey College field trips and orientations to a total of 1, 800 students/parents. Students in the 9th grade are introduced to the program and given the promise of a free college scholarship upon successfully completing the program &amp; graduation from Montclair High School.</li> </ul>	
<b>GRANT PERIOD:</b>	
Start date: 7/1/2016	End Date: 7/1/2017

**NARRATIVE AND FINANCIAL REPORTS DUE:**

Requirement	Due Date
Final Report	August 1, 2017

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT  
NO. 16-67 WITH KAISER FOUNDATION  
HOSPITALS, ONTARIO, FOR THE MONTCLAIR  
GOLDEN EXPRESS SENIOR TRANSPORTATION  
PROGRAM

**DATE:** August 1, 2016

**SECTION:** AGREEMENTS

**ITEM NO.:** 2

**FILE I.D.:** HSV044

**DEPT.:** HUMAN SVCS.

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 16-67 with Kaiser Foundation Hospitals, Ontario, to fund a portion of the operation costs associated with the Montclair Golden Express Senior Transportation Program.

A copy of proposed Agreement No. 16-67 is attached for the City Council's review and consideration.

**BACKGROUND:** Kaiser Foundation Hospitals, Ontario, has provided a \$10,000 grant to the Human Services Department to be used towards the Montclair Golden Express Senior Transportation Program. The objective of the grant is to assist a minimum of 90 unduplicated senior citizens with transportation (2,000 one-way trips) to medical appointments, senior nutrition meals, necessities, and City programs such as educational workshops and reach 500 seniors through presentations on programs available to seniors to increase access to care.

The term of proposed Agreement No. 16-67 is July 1, 2016, through June 30, 2017.

**FISCAL IMPACT:** Agreement No. 16-67 would provide grant funding in the amount of \$10,000 to assist in paying costs associated with the Montclair Golden Express including staff salaries, office supplies, and printing costs.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 16-67 with Kaiser Foundation Hospitals, Ontario, for the Montclair Golden Express Senior Transportation Program.

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Prepared by:

*M. Richter*

Fiscal Impact  
Finance Review:

*Donald L. Parker*

Proofed by:

*Michelle Castillo*

Reviewed and  
Approved By:

*M. Richter*

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**LETTER OF AGREEMENT**  
**KAISER FOUNDATION HOSPITALS, ONTARIO**  
**COMMUNITY BENEFIT CHARITABLE CONTRIBUTIONS PROGRAM**

This Letter of Agreement (hereinafter "Agreement") is entered into by and between **Kaiser Foundation Hospitals**, a California nonprofit, public benefit corporation (hereinafter "KFH") and **City of Montclair**, a charter city organized in the State of California and not subject to federal or state income tax.

This Agreement sets forth the understanding of the parties hereto as to the terms and conditions under which KFH shall donate funds in the amount of **\$10,000.00 for a one year funding period beginning July 1, 2016 through July 1, 2017 for Montclair Golden Express: Providing Seniors Access to Care**. Such terms and conditions are as follows:

1. Tax Exemption Status: Grantee represents that at all times relevant herein, it a charter city organized in the State of California and not subject to federal or state income tax.
2. Purpose of Grant. Grantee shall use entire Grant to support the specific goals, objectives, activities, and outcomes as stated in the Grant Summary.
3. Expenditure of Funds. This Grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the Grantee's Work Plan and may not be expended for any other purpose without KFH's prior written approval.
4. Prohibited Uses. In no event shall Grantee use any of the funds from this Grant to (a) support a political campaign, (b) support or attempt to influence any government legislation, except making available the results of non-partisan analysis, study or research, or (c) grant an award to another party or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code of 1986 as amended.
5. Return of Funds. KFH reserves the right to discontinue, modify or withhold payments to be made under this Agreement or to require a total or partial return of any funds, including any unexpended funds under the following conditions:
  - (a) If KFH, in its sole discretion, determines that the Grantee has not performed in accordance with this Agreement or has failed to comply with any term or condition of this Agreement.
  - (b) If Grantee loses its status as an eligible Grantee under Paragraph 1 above.
  - (c) Any portion of the funds is not used for the approved purpose
  - (d) Such action is necessary to comply with the requirements of any law or regulation applicable to Grantee or to KFH or to this Grant.
6. Records, Audits and Site Visits. KFH is authorized to conduct audits, including on-site audits, at any time during the term of this Grant and within four years after completion of the Grant. Grantee shall allow KFH and its representatives, at its request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and client or other beneficiaries for the purpose of making such audits, verifications or program evaluations as KFH deems necessary or appropriate

concerning this Grant. Grantee shall maintain accounting records sufficient to identify the Grant and to whom and for what purpose such funds are expended for at least four (4) years after the Grant has been expended.

7. No Assignment or Delegation. Grantee may not assign, or otherwise transfer, any rights or delegates any of Grantee's obligations under this Agreement without prior written approval from KFH.

8. Records and Reports. Grantee shall submit written progress report(s) to KFH in accordance with the due dates stated on the Grant Summary (Attachment).

Grantee shall be primarily responsible for the content of the evaluation report. If KFH determines IRB approval is necessary, as part of the evaluation process, Grantee shall follow KFH IRB approval processes and procedures.

9. Required Notification. Grantee is required to provide KFH with immediate written notification of any change in Grantee's tax exempt status or when Grantee is unable to expend the grant funds for the approved purposes described in the Work Plan.

10. Identification of KFH. Grantee shall identify KFH as a supporting organization in all published material relating to the subject matter of this Grant. Whenever possible and appropriate, Grantee shall publicly acknowledge KFH for this Grant.

11. Equal Employment Opportunity. Grantee agrees to comply with and be bound by the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

12. Immigration Act Requirements. Grantee shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. Grantee hereby certifies that it has obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services related to the program described in the Work Plan.

13. Licensing and Credentials. Grantee agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and for its employees and all other persons engaged in work in conjunction with this Grant.

14. Payment of Grant. First payment by KFH will be contingent upon a signed Agreement between KFH and Grantee. Subsequent payments (if any) are contingent upon compliance with this Agreement, including timely receipt of reports as outlined in Paragraph 8 above.

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

**Kaiser Foundation Hospitals**

By: Trish Lopez 6/28/15  
Trish Lopez Date  
Area Chief Financial Officer

**Grantee**

By: \_\_\_\_\_  
Marcia Richter Date  
Director of Human Services  
City of Montclair

By: \_\_\_\_\_  
Paul M. Eaton Date  
Mayor  
City of Montclair

ATTEST:

By: \_\_\_\_\_  
Andrea M. Phillips Date  
Deputy City Clerk  
City of Montclair

LETTER OF AGREEMENT

Attachment

GRANT SUMMARY

<b>GRANT NUMBER:</b> 20649584	<b>DATE AUTHORIZED:</b> June 15, 2016
<b>GRANTEE NAME:</b> City of Montclair	<b>AMOUNT:</b> \$10,000.00 over 12 months
<b>CONTACT, TITLE:</b> Miss Alyssa Colunga, Program Manager	
<b>TELEPHONE:</b> (909) 625-9459	<b>FAX:</b> (909) 399-9751
<b>CB PROJECT MANAGER:</b> Martha Valencia, Community Benefit Health Manager <b>Phone:</b> (909) 427-5269 <b>Email:</b> martha.r.valencia@kp.org	
<b>GRANT PURPOSE:</b> Montclair Golden Express: Providing Seniors Access to Care	
<b>GRANT OBJECTIVES:</b>	
<ul style="list-style-type: none"> <li>• Provide 90 seniors with rides (estimating 2, 000 trips) throughout Western San Bernardino County to medical appointments and within City limits for daily nutrition, necessities, and City programs such as educational workshops. During the van ride, 500 seniors will receive presentations on programs available to Seniors to increase access to care. Limited to seniors from Montclair.</li> </ul>	
<b>GRANT PERIOD:</b>	
Start date: 7/1/2016	End Date: 7/1/2017

**NARRATIVE AND FINANCIAL REPORTS DUE:**

Requirement	Due Date
Final Report	August 1, 2017

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF TRACT MAP NOS. 19926 AND 19926-1 LOCATED ON THE SOUTH SIDE OF MISSION BOULEVARD EAST OF MONTE VISTA AVENUE

CONSIDER AUTHORIZING TRACT MAP NOS. 19926 AND 19926-1 TO BE RECORDED WITH THE OFFICE OF THE SAN BERNARDINO COUNTY RECORDER

CONSIDER APPROVAL OF AGREEMENT NO. 16-68 WITH AVONDALE COLLECTION, LLC, A SUBDIVISION AGREEMENT FOR TRACT NOS. 19926 AND 19926-1

**DATE:** August 1, 2016

**SECTION:** AGREEMENTS

**ITEM NO.:** 3

**FILE I.D.:** LDU600

**DEPT.:** PUBLIC WORKS

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

A copy of proposed Agreement No. 16-68 is attached for the City Council's review and consideration.

**BACKGROUND:** The owners of an approximately 4.75-acre tract of land located on the south side of Mission Boulevard east of Monte Vista Avenue have submitted a request to subdivide the acreage for two tracts. Tract No. 19926 is a subdivision for condominium purposes, creating 22 residential lots and one common lot. Tract No. 19926-1 is a subdivision for single family residential construction of nine lots. The single family lots range in size from 7,720 square feet to 10,889 square feet. The condominium project will have a single point of access from Mission Boulevard. The single family lots will have a single point of access through the extension of Carlton Street east of Monte Vista Avenue. The proposed lots are shown on the attached plans.

The tentative tract maps were approved by the Planning Commission on February 22, 2016. Improvements within the public right-of-way associated with Tract No. 19926 include undergrounding of electrical and construction of an entrance to the tract. Improvements within the public right-of-way associated with Tract No. 19926-1 include the construction of public streets, public sewers, drive approaches, streetlights, and utility connections.

**FISCAL IMPACT:** Approval of Tract Map Nos. 19926 and 19926-1 is likely to create an unknown but positive fiscal impact when the properties are developed.

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

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

1. Approve Tract Map Nos. 19926 and 19926-1 located on the south side of Mission Boulevard east of Monte Vista Avenue.
2. Authorize Tract Map Nos. 19926 and 19926-1 to be recorded with the Office of the San Bernardino County Recorder.
3. Approve Agreement No. 16-68 with Avondale Collection, LLC, a California Limited Liability Company, a subdivision agreement for Tract Nos. 19926 and 19926-1.

1 LOT AND 22 CONDOMINIUM UNITS  
2.25 ACRES GROSS  
2.14 ACRES NET

# TRACT NO. 19926

SHEET 1 OF 3 SHEETS

IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF A PORTION OF LOT 2 IN BLOCK 22 OF MONTE VISTA TRACT  
NO. 2, AS PER MAP RECORDED IN BOOK 16, PAGES 33-34 OF MAPS, IN THE OFFICE  
OF THE COUNTY RECORDER OF THE COUNTY OF SAN BERNARDINO

**FOR CONDOMINIUM PURPOSES**  
KELSOE AND ASSOCIATES, INC. AUG 2015

### OWNER'S STATEMENT:

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

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS THE PRIVATE ACCESS EASEMENT FOR THE USE AND BENEFIT OF 1 LOT AND 22 UNITS AS DELINEATED ON SAID MAP.

WE HEREBY DEDICATE TO THE CITY OF MONTCLAIR AN EASEMENT FOR EMERGENCY VEHICLE ACCESS AND PUBLIC UTILITY PURPOSES AS DELINEATED ON THIS MAP.

WE HEREBY DEDICATE TO THE CITY OF MONTCLAIR MISSION BOULEVARD, FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES AS SHOWN ON THIS MAP.

AVANGARDE COLLECTION, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_ S/C: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

U.S. BANK NATIONAL ASSOCIATION,  
D/B/A HOUSING CAPITAL COMPANY, BENEFICIARY UNDER A TRUST AGREEMENT  
MARCH 29, 2016 AS INSTRUMENT NO. 2016-0112393 OF OFFICIAL RECORDS, SEC. 171

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

### NOTARY ACKNOWLEDGMENT

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 } S.S.  
COUNTY SAN BERNARDINO }

ON \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, \_\_\_\_\_, 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 CAPACITIES, 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:

SIGNATURE: \_\_\_\_\_ MY PRINCIPAL PLACE OF BUSINESS IS  
NOTARY PUBLIC IN AND FOR SAID STATE IN \_\_\_\_\_ COUNTY.  
MY COMMISSION EXPIRES: \_\_\_\_\_

(NAME PRINTED)

### NOTARY ACKNOWLEDGMENT

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 } S.S.  
COUNTY OF SAN BERNARDINO }

ON \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, \_\_\_\_\_, 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 CAPACITIES, 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:

SIGNATURE: \_\_\_\_\_ MY PRINCIPAL PLACE OF BUSINESS IS  
NOTARY PUBLIC IN AND FOR SAID STATE IN \_\_\_\_\_ COUNTY.  
MY COMMISSION EXPIRES: \_\_\_\_\_

(NAME PRINTED)

### SIGNATURE OMISSIONS:

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66362(3)(A)(I) OF THE GOVERNMENT CODE SINCE THEIR INTERESTS CANNOT OPEN INTO A FEE:

- 1. STATE OF CALIFORNIA - HOLDER OF AN EASEMENT FOR STATE HIGHWAY RECORDED AUGUST 12, 1929 IN BOOK 514, PAGE 31 OF OFFICIAL RECORDS - SHOWN HEREON

### SURVEYOR'S STATEMENT:

I, ROBERT T. KELSOE, HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTING OF 3 SHEETS IS A TRUE AND COMPLETE REPRESENTATION OF A FIELD SURVEY MADE UNDER MY SUPERVISION IN APRIL 2015, AND THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITIONS WITHIN ONE (1) YEAR OF RECORDATION, IN COMPLIANCE WITH SECTIONS 66495 AND 66496 OF THE SUBDIVISION MAP ACT AND ARE OF WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED: \_\_\_\_\_ ROBERT T. KELSOE, P.L.S. 6951  
EXPIRES: 9/30/2017



### CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE ANNEXED MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND SUBDIVISION ORDINANCES OF THE CITY OF MONTCLAIR APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

MICHAEL C. HUDSON, CITY ENGINEER DATED \_\_\_\_\_  
CITY OF MONTCLAIR, CALIFORNIA  
PCE 27955  
EXPIRES: 3-31-18

### CITY PLANNING COMMISSION STATEMENT:

I DO HEREBY STATE THAT THE SUBDIVISION SHOWN ON THE ANNEXED MAP IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP, APPROVED AT A MEETING OF THE PLANNING COMMISSION OF THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, HELD ON THE 22ND DAY OF FEBRUARY, 2015.

SECRETARY OF THE PLANNING COMMISSION DATED \_\_\_\_\_  
CITY OF MONTCLAIR, CALIFORNIA

### MONTCLAIR CITY COUNCIL STATEMENT:

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF MONTCLAIR BY A MOTION DULY SECONDED AND PASSED, APPROVED THE ATTACHED MAP ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016, AND ACCEPTED THE DEDICATION OF MISSION BOULEVARD FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES, AND ACCEPTED, SUBJECT TO THEIR IMPROVEMENT IN ACCORDANCE WITH THE CITY STANDARDS, AS SHOWN ON THE ANNEXED MAP.

ANDREA M. PHILLIPS, DEPUTY CITY CLERK DATED \_\_\_\_\_  
OF THE CITY OF MONTCLAIR, CALIFORNIA

### BOARD OF SUPERVISORS' CERTIFICATE:

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

DATED: \_\_\_\_\_ LAURA H. WELCH, CLERK OF THE BOARD OF SUPERVISORS  
COUNTY OF SAN BERNARDINO  
BY: \_\_\_\_\_ (DEPUTY)

### AUDITOR'S CERTIFICATE:

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

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
OSCAR VALDEZ, AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR  
COUNTY OF SAN BERNARDINO, CALIFORNIA  
BY: \_\_\_\_\_ (DEPUTY)

### SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE:

THIS MAP HAS BEEN FILED UNDER THE DOCUMENT NUMBER \_\_\_\_\_

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ M. U.A.

BOOK \_\_\_\_\_ OF \_\_\_\_\_ AT PAGE \_\_\_\_\_ AT THE

REQUEST OF \_\_\_\_\_  
IN THE AMOUNT OF \$ \_\_\_\_\_

BOB DUTTON  
ASSESSOR-RECORDER-CLERK  
COUNTY OF SAN BERNARDINO

BY: \_\_\_\_\_  
DEPUTY RECORDER

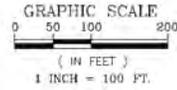
1 LOT AND 22 CONDOMINIUM UNITS  
2.25 ACRES GROSS  
2.14 ACRES NET

# TRACT NO. 19926

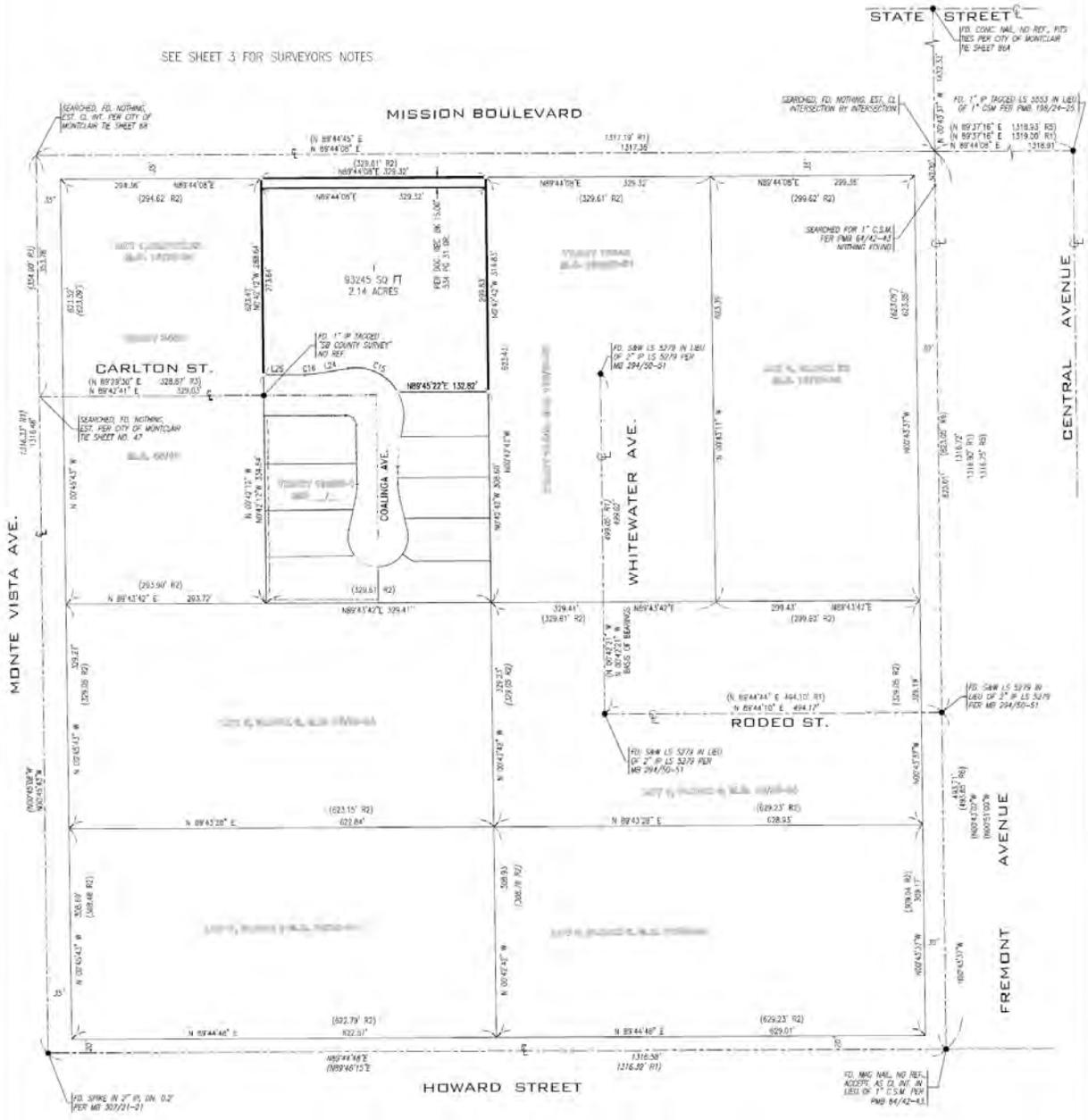
SHEET 2 OF 3 SHEETS

IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF A PORTION OF LOT 2 IN BLOCK 22 OF MONTE VISTA TRACT  
NO. 2, AS PER MAP RECORDED IN BOOK 16, PAGES 33-34 OF MAPS, IN THE OFFICE  
OF THE COUNTY RECORDER OF THE COUNTY OF SAN BERNARDINO

FOR CONDOMINIUM PURPOSES  
KELSOE AND ASSOCIATES, INC. AUG 2015



SEE SHEET 3 FOR SURVEYORS NOTES



LINE DATA TABLE		
#	LENGTH	DIRECTION
L24	50.00'	N83°37'05\"E
L25	80.59'	N89°42'41\"E

CURVE DATA TABLE			
#	LENGTH	RADIUS	DELTA
C15	85.91'	70.00'	70°18'52\"
C16	14.39'	80.00'	93°59'36\"

1 LOT AND 22 CONDOMINIUM UNITS  
2.25 ACRES GROSS  
2.14 ACRES NET

# TRACT NO. 19926

SHEET 3 OF 3 SHEETS

IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF A PORTION OF LOT 2 IN BLOCK 22 OF MONTE VISTA TRACT  
NO. 2, AS PER MAP RECORDED IN BOOK 16, PAGES 33-34 OF MAPS, IN THE OFFICE  
OF THE COUNTY RECORDER OF THE COUNTY OF SAN BERNARDINO

FOR CONDOMINIUM PURPOSES  
KELSOE AND ASSOCIATES, INC. AUG 2015



**SURVEYOR'S NOTES**

1" X 1/8" I.P. TAGGED "L.S. 6957" TO BE SET AT ALL RIGHT-OF-WAY CORNERS, ALL LOT CORNERS AND ALL INTERIOR TRACT BOUNDARY CORNERS UNLESS OTHERWISE NOTED. IN THE EVENT THIS CANNOT BE SET, A NAIL AND TACK TAGGED "L.S. 6957" WILL BE SET ON TOP OF WALL, WALL FOOTING OR SIDEWALK.

C.S.M. INDICATES SAN BERNARDINO COUNTY SURVEYOR'S MONUMENT  
C.S.F.B. INDICATES SAN BERNARDINO COUNTY SURVEYOR'S FIELD BOOK

**BASIS OF BEARINGS:**

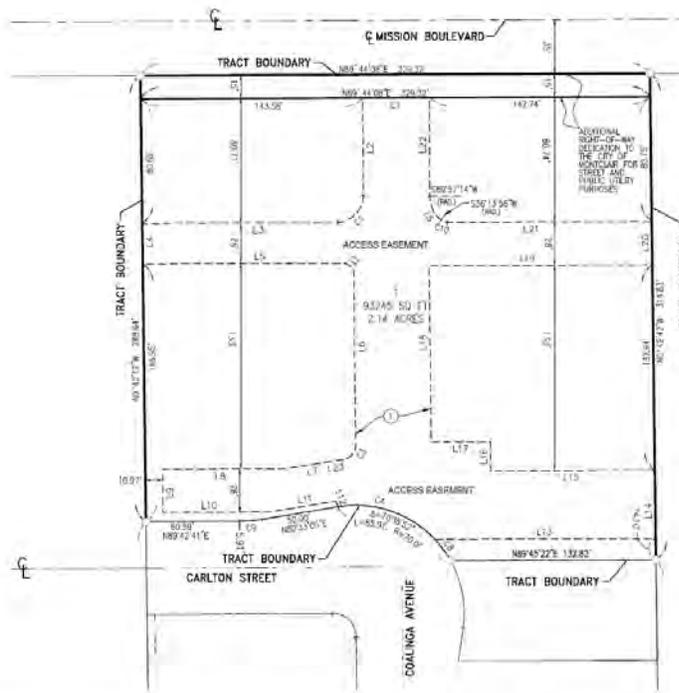
THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF WHIEWATER AVENUE AS SHOWN BY MAP RECORDED IN BOOK 394, PAGES 50 AND 51 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN BERNARDINO, SHOWN AS N0°42'21"W THEREON.

**LEGEND:**

- INDICATES FOUND MONUMENT AS NOTED.
- N1 INDICATES RECORD BEARINGS & DISTANCES PER MB 294/50-51.
- N2 INDICATES RECORD BEARINGS & DISTANCES PER MB 16/33-34.
- INDICATES SPIKE & WASHEN "L.S. 6957" TO BE SET AT ALL STREET CENTERLINE POINTS, AS SHOWN 1" I.P. & TAG "L.S. 6957", OR NAIL & TAG "L.S. 6957" IN TOP OF WALL TO BE SET AT ALL REAR LOT CORNERS. SET BRASS TAG AND TACK IN LEAD IN TOP OF CURB AT THE PROLONGATION OF LOT LINES IN LIEU OF FRONT CORNERS.

**EASEMENT NOTES**

- ① EASEMENT TO THE CITY OF MONTCLAIR FOR EMERGENCY VEHICLE ACCESS AND PUBLIC UTILITY PURPOSES



Line #	Length	Direction
L1	43.00'	N89°44'08"E
L2	63.74'	N075°27'W
L3	126.62'	N89°44'45"E
L4	26.00'	N042°12'W
L5	129.46'	N89°44'45"E
L6	115.05'	N035°15'W
L7	28.49'	N80°35'46"E
L8	79.38'	N89°44'45"E
L9	28.09'	N000°09'E
L10	60.16'	N89°44'45"E
L11	83.15'	N80°35'46"E
L12	3.95'	N25°41'36"W
L13	142.92'	N89°44'46"E
L14	44.00'	N042°42'W
L15	106.19'	N89°44'50"E

Line #	Length	Direction
L16	18.00'	N075°15'W
L17	38.23'	N89°44'45"E
L18	115.94'	N041°36'W
L19	144.24'	N89°44'45"E
L20	26.06'	N042°42'W
L21	132.07'	N89°44'45"E
L22	63.94'	N075°36'W
L23	8.24'	S82°50'41"W

CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	25.63'	18.15'	80°54'32"	15.48'
C2	9.03'	8.81'	58°45'23"	4.95'
C3	12.26'	10.37'	66°27'30"	6.92'
C4	68.45'	70.00'	56°03'36"	37.27'
C5	77.52'	20.65'	50°17'19"	9.37'
C6	17.42'	70.00'	147°5'24"	6.75'
C9	14.39'	80.00'	90°36"	7.21'
C10	4.42'	2.07'	361°8'56"	2.31'

9 LOTS  
2.46 ACRES GROSS  
1.83 ACRES NET

# TRACT NO. 19926-1

SHEET 1 OF 3 SHEETS

IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF A PORTION OF LOT 2 IN BLOCK 22 OF MONTE VISTA  
TRACT NO. 2, AS PER MAP RECORDED IN BOOK 16, PAGES 33-34 OF MAPS, IN  
THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN BERNARDINO.

KELSOE AND ASSOCIATES, INC. AUG 2015

### OWNER'S STATEMENT:

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

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS THE PRIVATE DRAINAGE EASEMENT FOR THE USE AND BENEFIT OF LOTS 5 THROUGH 9 AS DELINEATED ON SAID MAP.

WE HEREBY DEDICATE TO THE CITY OF MONTCLAIR COALINGA AVENUE AND CARLTON STREET FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES AS SHOWN ON THIS MAP.

AVONDALE COLLECTION, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY:

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

U.S. BANK NATIONAL ASSOCIATION,  
D/B/A HOUSING CAPITAL COMPANY, BENEFICIARY UNDER A DEED OF TRUST RECORDED  
MARCH 25, 2016 AS INSTRUMENT NO. 2016-0112393 OF OFFICIAL RECORDS,  
BY: \_\_\_\_\_

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

### NOTARY ACKNOWLEDGMENT

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 )  
  ) S.S.  
COUNTY (SAN BERNARDINO)

ON \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, \_\_\_\_\_, 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: \_\_\_\_\_ MY PRINCIPAL PLACE OF BUSINESS IS  
NOTARY PUBLIC IN AND FOR SAID STATE. IN \_\_\_\_\_ COUNTY.  
MY COMMISSION NO. : \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_  
(NAME PRINTED)

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STATE OF CALIFORNIA )  
  ) S.S.  
COUNTY (OF SAN BERNARDINO)

ON \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, \_\_\_\_\_, 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

SIGNATURE: \_\_\_\_\_ MY PRINCIPAL PLACE OF BUSINESS IS  
NOTARY PUBLIC IN AND FOR SAID STATE. IN \_\_\_\_\_ COUNTY.  
MY COMMISSION NO. : \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_  
(NAME PRINTED)

### SIGNATURE OMISSIONS:

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION  
66436(3)(A)(I) OF THE GOVERNMENT CODE SINCE THEIR INTERESTS CANNOT RIPEN INTO A  
FEE:

1. STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR STATE HIGHWAY RECORDED  
AUGUST 12, 1929 IN BOOK 534, PAGE 31 OF OFFICIAL RECORDS - SHOWN HEREON.

### SURVEYOR'S STATEMENT:

I, ROBERT T. KELSOE, HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTING OF 3 SHEETS IS A TRUE AND COMPLETE REPRESENTATION OF A FIELD SURVEY MADE UNDER MY SUPERVISION IN APRIL, 2015, AND THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITIONS WITHIN ONE (1) YEAR OF RECORDATION, IN COMPLIANCE WITH SECTIONS 66495 AND 66496 OF THE SUBDIVISION MAP ACT AND ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED: \_\_\_\_\_ ROBERT T. KELSOE, P.L.S. 6957  
EXPIRES: 9/30/2017



### CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE ANNEXED MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND SUBDIVISION ORDINANCES OF THE CITY OF MONTCLAIR APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

MICHAEL G. HUDSON, CITY ENGINEER DATED \_\_\_\_\_  
CITY OF MONTCLAIR, CALIFORNIA  
PCE 27955  
EXPIRES 3-31-18



### CITY PLANNING COMMISSION STATEMENT:

I DO HEREBY STATE THAT THE SUBDIVISION SHOWN ON THE ANNEXED MAP IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP; APPROVED AT A MEETING OF THE PLANNING COMMISSION OF THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, HELD ON THE 22ND DAY OF FEBRUARY, 2016.

SECRETARY OF THE PLANNING COMMISSION DATED \_\_\_\_\_  
CITY OF MONTCLAIR, CALIFORNIA

### MONTCLAIR CITY COUNCIL STATEMENT:

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF MONTCLAIR BY A MOTION DULY SECONDED AND PASSED, APPROVED THE ATTACHED MAP ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016, AND ACCEPTED THE DEDICATION OF CARLTON STREET AND COALINGA AVENUE FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES, AND ACCEPTED, SUBJECT TO THEIR IMPROVEMENT IN ACCORDANCE WITH THE CITY STANDARDS, AS SHOWN ON THE ANNEXED MAP.

ANDREA M. PHILLIPS, DEPUTY CITY CLERK DATED \_\_\_\_\_  
OF THE CITY OF MONTCLAIR, CALIFORNIA

### BOARD OF SUPERVISORS' CERTIFICATE:

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

DATED: \_\_\_\_\_ LAURA H. WELCH, CLERK OF THE BOARD OF SUPERVISORS  
COUNTY OF SAN BERNARDINO  
BY: \_\_\_\_\_, DEPUTY

### AUDITOR'S CERTIFICATE:

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

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
OSCAR VALDEZ, AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR  
COUNTY OF SAN BERNARDINO, CALIFORNIA  
BY: \_\_\_\_\_, DEPUTY

### SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE:

THIS MAP HAS BEEN FILED UNDER THE DOCUMENT NUMBER \_\_\_\_\_

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ M. IN \_\_\_\_\_

BOOK \_\_\_\_\_ OF \_\_\_\_\_ AT PAGE \_\_\_\_\_, AT THE

REQUEST OF \_\_\_\_\_

IN THE AMOUNT OF \$ \_\_\_\_\_

BOB DUTTON  
ASSESSOR-RECORDER-CLERK  
COUNTY OF SAN BERNARDINO

BY: \_\_\_\_\_  
DEPUTY RECORDER

9 LOTS  
2.46 ACRES GROSS  
1.83 ACRES NET

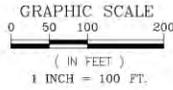
# TRACT NO. 19926-1

SHEET 2 OF 3 SHEETS

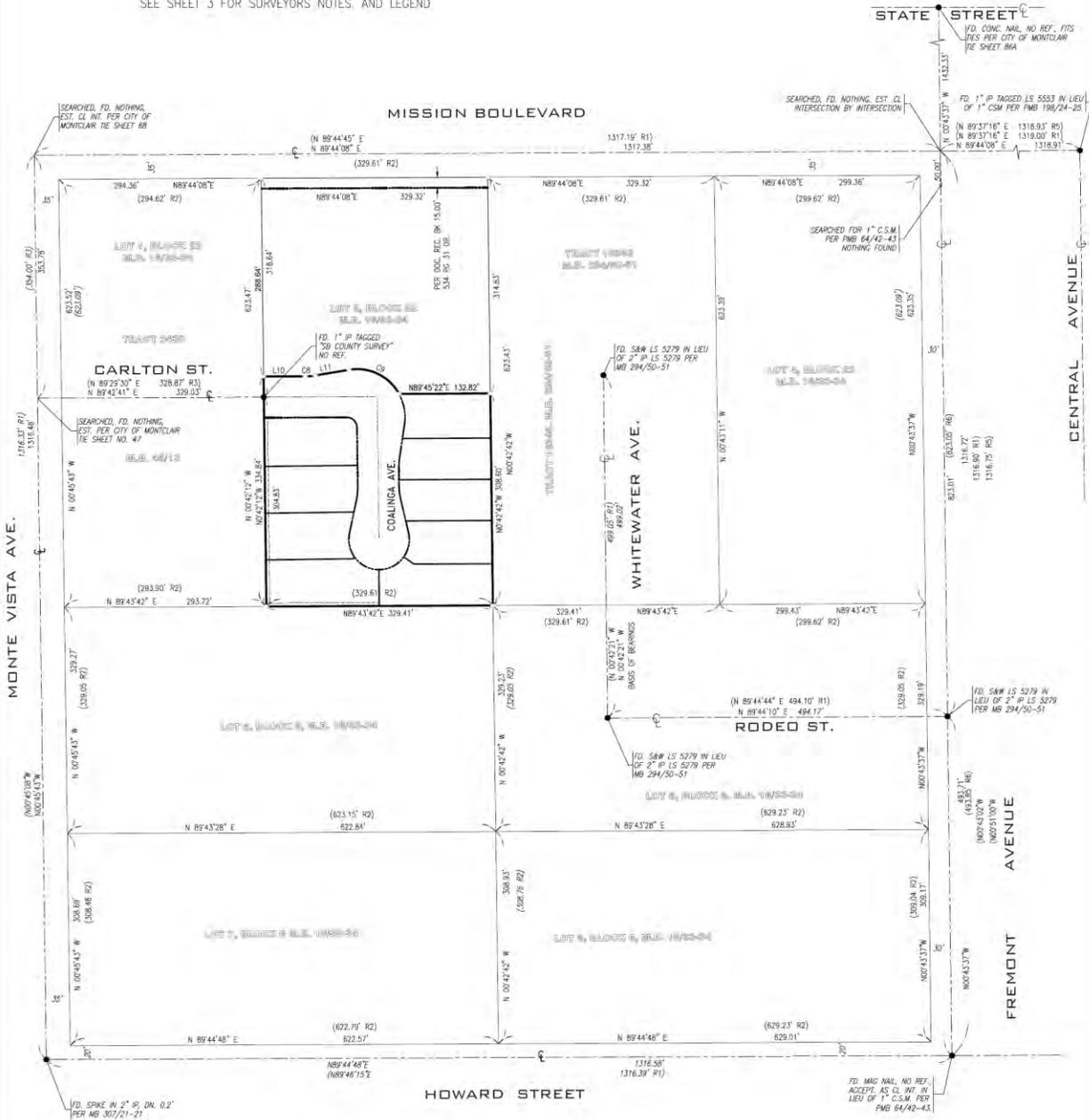
IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF A PORTION OF LOT 2 IN BLOCK 22 OF MONTE VISTA  
TRACT NO. 2, AS PER MAP RECORDED IN BOOK 16, PAGES 33-34 OF MAPS, IN  
THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN BERNARDINO

KELSOE AND ASSOCIATES, INC.

AUG 2015



SEE SHEET 3 FOR SURVEYORS NOTES, AND LEGEND



#	LENGTH	DIRECTION
L10	80.99'	N89°42'41"E
L11	50.00'	N80°33'05"E

#	LENGTH	RADIUS	DELTA
CB	14.39'	90.00'	97°09'36"
C9	85.91'	70.00'	70°18'52"

9 LOTS  
2.46 ACRES GROSS  
1.83 ACRES NET

# TRACT NO. 19926-1

SHEET 3 OF 3 SHEETS

IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF A PORTION OF LOT 2 IN BLOCK 22 OF MONTE VISTA  
TRACT NO. 2, AS PER MAP RECORDED IN BOOK 16, PAGES 33-34 OF MAPS, IN  
THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN BERNARDINO

KELSOE AND ASSOCIATES, INC.

AUG 2015



GRAPHIC SCALE  
0 25 50 100  
( IN FEET )  
1 INCH = 50 FT.

**SURVEYOR'S NOTES:**

1"X18" I.P. TAGGED "L.S. 6957" TO BE SET AT ALL RIGHT-OF-WAY CORNERS, ALL LOT CORNERS AND ALL INTERIOR TRACT BOUNDARY CORNERS UNLESS OTHERWISE NOTED. IN THE EVENT THIS CANNOT BE SET, A NAIL AND TACK TAGGED "L.S. 6957" WILL BE SET ON TOP OF WALL, WALL FOOTING OR SIDEWALK.

C.S.M. INDICATES SAN BERNARDINO COUNTY SURVEYOR'S MONUMENT  
C.S.F.B. INDICATES SAN BERNARDINO COUNTY SURVEYOR'S FIELD BOOK.

**BASIS OF BEARINGS:**

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF WHITEWATER AVENUE AS SHOWN BY MAP RECORDED IN BOOK 294, PAGES 50 AND 51 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN BERNARDINO, SHOWN AS N0°42'21"W THEREON.

**LEGEND:**

- INDICATES FOUND MONUMENT AS NOTED.
- R1 INDICATES RECORD BEARINGS & DISTANCES PER MB294/50-51.
- R2 INDICATES RECORD BEARINGS & DISTANCES PER MB 16/33-34.
- ▽ INDICATES SPIKE & WASHER "L.S. 6957" TO BE SET AT ALL STREET CENTERLINE POINTS 1" I.P. & TAG "L.S. 6957", OR NAIL & TAG "L.S. 6957" IN TOP OF WALL, TO BE SET AT ALL REAR LOT CORNERS. SET BRASS TAG AND TACK IN LEAD IN TOP OF CURB AT THE PROLONGATION OF LOT LINES IN LIEU OF FRONT CORNERS.



#	LENGTH	DIRECTION
L1	60.00'	N0°42'12"W
L2	60.50'	N89°42'41"E
L3	50.00'	N80°33'09"E
L4	30.00'	N82°27'30"E
L5	26.08'	N0°42'06"W
L6	48.90'	N13°15'41"W
L7	48.90'	N11°51'29"E
L8	88.02'	N0°42'06"W
L9	120.10'	N89°42'41"E

#	LENGTH	DIRECTION
L12	20.83'	N82°27'30"E
L13	29.17'	N89°27'30"E
L14	16.83'	N0°42'06"W
L15	9.25'	N0°42'06"W
L16	32.47'	N13°15'41"W
L17	16.43'	N13°15'41"W
L18	30.59'	N11°51'29"E
L19	18.31'	N11°51'29"E
L20	30.99'	N0°42'06"W
L21	55.03'	N0°42'06"W
L22	18.27'	N54°42'12"W
L23	3.05'	N40°13'44"E
L26	52.86'	N0°15'15"W

#	LENGTH	RADIUS	DELTA
C1	14.39'	90.00'	9°09'36"
C2	131.83'	70.00'	107°54'28"
C3	14.39'	90.00'	9°09'36"
C4	19.29'	88.00'	12°33'35"
C5	159.55'	44.00'	207°29'58"
C6	19.29'	88.00'	12°33'35"
C7	23.45'	15.00'	89°35'13"
C9	85.91'	70.00'	70°18'52"
C10	45.93'	70.00'	37°36'33"
C11	38.20'	44.00'	49°44'53"
C12	42.01'	44.00'	54°42'12"
C13	41.52'	44.00'	54°04'17"
C14	37.61'	44.00'	49°58'38"

## **SUBDIVISION AGREEMENT**

**for**

**TRACT NO. 19926 &  
TRACT NO. 19926-1**

This Agreement, made and entered into by and between the City of Montclair, State of California (hereinafter called "City"), and AVONDALE COLLECTION, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (hereinafter called "Subdivider") on the date signed by the Mayor of the City.

### **A. RECITALS**

(i) City has previously approved a tentative subdivision map for **Tract Nos. 19926 and 19926-1** in the City of Montclair;

(ii) Subdivider wants the final subdivision map for **Tract Nos. 19926 and 19926-1** recorded with the San Bernardino County Recorder's Office; and

(ii) As a condition of the approval of said tentative subdivision map and authorization for the recording of same, Subdivider is required to enter into an agreement to complete certain improvements as required by Government Code Section 66462.

### **B. AGREEMENT**

It is agreed by and between the parties hereto as follows:

FIRST: Subdivider, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **Tract Nos. 19926 and 19926-1**, agrees, at Subdivider's own expense, to furnish all labor, equipment, and material necessary, and within eighteen (18) months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. In case of dispute, the good faith judgment of the City Engineer shall be final and binding upon the parties. Subdivider further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one-year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Subdivider shall complete the improvements described in this paragraph pursuant to Government Code Section 66462. Subdivider shall also

complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Subdivider waives the 120-day time limitation set forth in Government Code Section 66462.5. The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto, is the sum of One Hundred Thousand Dollars (\$100,000.00).

SECOND: Should Subdivider, or his agents or employees, fail to comply with any of the terms or provisions of this Agreement, or fail to perform satisfactorily any of the provisions of the plans and specifications, the Subdivider shall be in default of this Agreement and shall be liable to City for the reasonable value of any work or improvements not completed or improperly done or performed. In the event of any such default, City shall give to Subdivider written notice thereof. Unless the work or improvements covered by said notice, including defective work and improvements, are commenced by Subdivider within fifteen (15) days of the date of said notice and diligently prosecuted to completion, the City may at its option:

(a) Collect from Subdivider the reasonable value of the work and improvements not so done and performed by Subdivider, to be measured by the anticipated costs and expenses of completing the same; or

(b) City may complete said work and improvements not so completed by Subdivider and collect its costs and expenses in completing the same; or

(c) City may, as to some of such work and improvements, proceed under remedy (a) above, and as to the remainder, under remedy (b) above.

City may change any election prior to trial of any lawsuit, and prior thereto no election of remedies shall be binding upon City. In either event, there shall be included in said "costs and expenses" the reasonable overhead expenses of the City. In addition to the foregoing, Subdivider shall be liable to City for reasonable attorney's fees and court costs incurred by City in enforcing the obligations of Subdivider under this Agreement.

The determination by the City Engineer of the questions as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon Subdivider, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

THIRD: Subdivider agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Subdivider further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Subdivider and guaranteed by the surety in addition to the face amount of the security,

including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

FOURTH: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss, or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Subdivider, his/her agents or employees, in the performance of the work, and all of said liabilities are assumed by Subdivider. Subdivider agrees to protect, defend and hold harmless City and the elected and appointed officials, officers, and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Subdivider, his/her agents and employees, in the performance of this Agreement.

FIFTH: The Subdivider hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Subdivider has completed the work within the time specified or any extension thereof granted by the City.

SIXTH: Subdivider agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Subdivider shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt, and debris.

SEVENTH: The Subdivider, his/her agents and employees, shall give notice to the City Engineer at least fifteen (15) days before beginning any work and shall furnish said City Engineer with the identity of the contractors performing the work and other information requested by the City Engineer.

EIGHTH: Subdivider agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than 100 per cent of the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in an amount not less than 100 per cent to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Subdivider agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Subdivider fails to take such action as is necessary to comply with said notice, he/she shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Subdivider of the insufficiency of the security or the amount of the bonds or both.

In the event of Subdivider's default as set forth herein, the City may utilize the sums on deposit and/or withdraw sums from the above account at its sole discretion to complete the improvements herein.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Subdivider, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds. Subdivider further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: Within thirty-five (35) days after completion of all construction as certified by the City Engineer, the City Council may authorize payment to Subdivider of that portion of said deposit of money held as guarantee for faithful performance or the cancellation of the faithful performance bond. Within six (6) months after completion of all construction as certified by the City Engineer that portion of said deposit held as guarantee for payment for labor and materials or the labor and materials bond may be released, providing that at the end of said six (6) month period there have been no liens or claims filed against this work. However, cash deposits may be withdrawn in twenty-five percent (25%) increments subject to the following provisions:

(a) Partial refunds shall only be made upon written request when improvements which exceed the requested refund by at least ten percent (10%) in cost have been approved and accepted by City. Also, a surety bond guaranteeing payment for all labor and materials will be required before any said refund will be approved.

(b) Refunds will be made providing written request for same is filed with the City Engineer forty (40) working hours before a regular Council meeting.

#### ELEVENTH: Insurance Requirements

(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 \$2,000,000 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.

**Products-Completed Operations:** Contractor shall procure and submit to City evidence of insurance for a period of at least three (3) years from the time that all work under this Contract is completed.

(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.

TWELFTH: It is understood and agreed by the parties hereto that, if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, item or provision held to be invalid.

THIRTEENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

**City:**  
Michael C. Hudson, City Engineer  
City of Montclair  
5111 Benito  
Montclair, CA 91763

**Subdivider:**  
Kathleen A, Garvey, Managing Member  
Avondale Collection, LLC, a California  
Limited Liability Company  
510 W. Citrus Edge Street  
Glendora, CA 91740

IN WITNESS WHEREOF, Subdivider has affixed his name, address and seal.

Date approved by the City: \_\_\_\_\_

**City**  
By: \_\_\_\_\_  
Paul M. Eaton,  
Mayor

**Subdivider**  
By: \_\_\_\_\_  
Kathleen A. Garvey,  
Managing Member

ATTEST:  
By: \_\_\_\_\_  
Andrea M. Phillips,  
Deputy City Clerk

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Diane Robbins  
City Attorney

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

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

<Attached Notary certificate>

# Exhibit A

## CITY OF MONTCLAIR ENGINEERING DEPARTMENT

### ESTIMATE OF CONSTRUCTION COSTS

PROJECT LOCATION: Tract 19926-1 DATE: 7-8-16 BY: EAI/ATS

\*\*\*\*\* **STREET IMPROVEMENTS** \*\*\*\*\*

QUANTITY	UNIT	ITEM	UNIT PRICE	AMOUNT
835	L.F.	Curb and 18"Gutter	\$12.00	\$10,020.00
5,100	S.F.	4" P.C.C. Sidewalk	\$2.00	\$10,200.00
2,148	S.F.	6" P.C.C. Driveway Approach	\$3.00	\$6,444.00
295	TONS	A.C. Pavement	\$30.00	\$8,850.00
574	TONS	Aggregate Base	\$6.50	\$3,731.00
2	EACH	Adjust Manhole Frame and Cover	\$250.00	\$500.00
2	EACH	Sidewalk Drain Outlet	\$880.00	\$1,760.00
3	EACH	Street Lights	\$1,500.00	\$4,500.00
25,200	S.F.	Grading	\$0.30	\$7,560.00
				\$53,565.00
	Removals	25% of Construction Costs		\$13,391.25
				<b>\$66,956.25</b>

\*\*\*\*\* **SEWER IMPROVEMENTS** \*\*\*\*\*

367	L.F.	8" VCP	\$29.00	\$10,643.00
31	L.F.	6" VCP	\$21.00	\$651.00
336	L.F.	4" VCP	\$18.00	\$6,048.00
2	EACH	Manhole	\$1,500.00	\$3,000.00
1	EACH	Rechannel Manhole	\$500.00	\$500.00
				<b>\$20,842.00</b>

TOTAL COST OF IMPROVEMENT	\$87,798.25
ENGINEERING AND CONTINGENCIES 10%	\$8,779.83
<b>TOTAL ESTIMATE CONSTRUCTION COSTS</b>	<b>\$96,578.08</b>

Say: \$100,000.00

**BOND FOR FAITHFUL PERFORMANCE**

(Subdivision Agreement)

Whereas, the **CITY COUNCIL OF THE CITY OF MONTCLAIR**, State of California, and **AVONDALE COLLECITON, LLC A CALIFORNIA LIMITED LIABLITY COMPANY** (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, 2016, and identified as **Tract Nos. 19926 and 19926-1**, is hereby referred to and made a part hereof; and

Whereas, said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the principal and \_\_\_\_\_, as surety, are held and firmly bound unto the **CITY OF MONTCLAIR**, hereinafter called ("**CITY**"), in the penal sum of One Hundred Thousand Dollars (\$100,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless **CITY**, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by **CITY** in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. In witness whereof, this instrument has been duly executed by the principal and surety above named, on \_\_\_\_\_, 2016.

**SURETY** \_\_\_\_\_ **PRINCIPAL** \_\_\_\_\_

\_\_\_\_\_

(SEAL)      (SEAL)

**<Attach Notary Certificate>**

**LABOR AND MATERIAL BOND**

(Subdivision Agreement)

Whereas, the **CITY COUNCIL OF THE CITY OF MONTCLAIR**, State of California, and **AVONDALE COLLECTION, LLC A CALIFORNIA LIMITED LIABILITY COMPANY** (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements which said agreement, dated \_\_\_\_\_, 2016, and identified as **Tract Nos. 19926 and 19926-1**, is hereby referred to and made a part hereof; and

Whereas, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Montclair to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, said principal and the undersigned as corporate surety, are held firmly bound unto the **CITY OF MONTCLAIR** and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of One Hundred Thousand Dollars (\$100,000.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by **CITY** in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. In witness whereof, this instrument has been duly executed by the principal surety above named, on \_\_\_\_\_, 2016.

**SURETY** \_\_\_\_\_

**PRINCIPAL** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(SEAL)

(SEAL)

**<Attach Notary Certificate>**

**MONUMENT BOND**  
(Subdivision Agreement)

Whereas, the **CITY COUNCIL OF THE CITY OF MONTCLAIR**, State of California, (hereinafter designated as "City"), and **Avondale Collection, LLC a Californian Limited Liability Company** (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install certain improvements for **Tract Nos. 19926 and 19926-1**; and

Whereas, under the terms of said agreement, Principal is required to set or caused to be set certain survey monuments and centerline points.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto City, and

**FIRST:** Principal hereby agrees at Principal's own cost and expense, to furnish all labor, material, and equipment necessary to perform and complete, within one year from the date hereof, in a good and workmanlike manner the setting of survey monuments and centerline points and furnishing to the City Engineer of said City centerline tie notes for said points according to the applicable Ordinances of said City.

**SECOND:** That it is further agreed that said Principal has filed a good and sufficient bond or posted cash with said City in the amount Six Thousand Dollars (\$6,000.00) to guarantee the faithful performance of this agreement.

**THIRD:** That it is further agreed by and between City and Principal, including the Surety or Sureties on the bonds attached hereto, that in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, said extension may be granted by City and shall in no way affect the validity of this agreement or release the surety or sureties on the bonds attached hereto.

**FOURTH:** That it is further agreed that if the Principal fails to obtain completion of the work within the time specified or extensions thereof, City may upon written notice to the Principal and surety or sureties, cease and terminate this agreement. In the event of such termination, the surety or sureties shall have the right to take over and complete the work, provided that if the surety or sureties do not commence performance within ten days following written notice from City of such termination, City may complete the work by any means it may deem advisable at the expense of Principal and surety or sureties, and in such event, City without liability for so doing, may take possession of and utilize in completion said work such materials, equipment and other property belonging to Principal as may be on the site of the work and necessary therefor. In witness whereof, this instrument has been duly executed by the principal surety above named, on \_\_\_\_\_, 2016.

**SURETY** \_\_\_\_\_ **PRINCIPAL** \_\_\_\_\_

\_\_\_\_\_

(SEAL) (SEAL)

**<Attach Notary Certificate>**

# AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF TRACT MAP NO. 19971 LOCATED ON THE WEST SIDE OF CENTRAL AVENUE SOUTH OF HOLT BOULEVARD

CONSIDER AUTHORIZING TRACT MAP NO. 19971 TO BE RECORDED WITH THE OFFICE OF THE SAN BERNARDINO COUNTY RECORDER

CONSIDER APPROVAL OF AGREEMENT NO. 16-69 WITH CENTRAL 13, LLC, A SUBDIVISION AGREEMENT FOR TRACT NO. 19971

**DATE:** August 1, 2016

**SECTION:** AGREEMENTS

**ITEM NO.:** 4

**FILE I.D.:** LDU600

**DEPT.:** PUBLIC WORKS

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

A copy of proposed Agreement No. 16-69 is attached for the City Council's review and consideration.

**BACKGROUND:** The owners of an approximately 1.07-acre tract of land located on the west side of Central Avenue south of Holt Boulevard have submitted a request to subdivide the acreage into one lot for residential condominium purposes. The proposed project is shown on the attached plans.

The tentative tract map was approved by the Planning Commission on August 24, 2015. Improvements within the public right-of-way associated with Tract No. 19971 are limited to landscaping and entrance construction.

**FISCAL IMPACT:** Approval of Tract Map No. 19971 is likely to create an unknown but positive fiscal impact when the property is developed.

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

1. Approve Tract Map No. 19971 located on the west side of Central Avenue south of Holt Boulevard.
2. Authorize Tract Map No. 19971 to be recorded with the Office of the San Bernardino County Recorder.
3. Approve Agreement No. 16-69 with Central 13, LLC, a California Limited Liability Company, a subdivision agreement for Tract No. 19971.

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Prepared by:  Fiscal Impact Finance Review: 

Proofed by:  Reviewed and Approved By: 

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# TRACT NO. 19971

IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA  
BEING A PORTION OF LOT 4, BLOCK 21, MONTE VISTA TRACT NO. 2, AS PER MAP RECORDED  
IN BOOK 16, PAGE 33 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE  
COUNTY OF SAN BERNARDINO

**FOR CONDOMINIUM PURPOSES - 13 UNITS**  
**KELSOE AND ASSOCIATES, INC. OCT 2015**

**OWNER'S STATEMENT:**

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

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS THE PRIVATE ACCESS EASEMENT FOR THE USE AND BENEFIT OF LOT 1 AS DELINEATED ON SAID MAP.

WE HEREBY DEDICATE TO THE CITY OF MONTCLAIR AN EASEMENT FOR EMERGENCY VEHICLE ACCESS AND PUBLIC UTILITY PURPOSES AS DELINEATED ON THIS MAP.

CENTRAL 13, LLC:

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

CITIZENS BUSINESS BANK  
BENEFICIARY UNDER A DEED OF TRUST RECORDED  
OCTOBER 21, 2015 AS INSTRUMENT NO. 2015-0456142 OF OFFICIAL RECORDS:

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**NOTARY ACKNOWLEDGMENT**

A NOTARY 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 }  
COUNTY (SAN BERNARDINO) } S.S.

ON \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, \_\_\_\_\_, 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

SIGNATURE: \_\_\_\_\_ MY PRINCIPAL PLACE OF BUSINESS IS  
NOTARY PUBLIC IN AND FOR SAID STATE IN \_\_\_\_\_ COUNTY.  
MY COMMISSION EXPIRES: \_\_\_\_\_

(NAME PRINTED)

**NOTARY ACKNOWLEDGMENT**

A NOTARY 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 }  
COUNTY (SAN BERNARDINO) } S.S.

ON \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, \_\_\_\_\_, 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

SIGNATURE: \_\_\_\_\_ MY PRINCIPAL PLACE OF BUSINESS IS  
NOTARY PUBLIC IN AND FOR SAID STATE IN \_\_\_\_\_ COUNTY.  
MY COMMISSION EXPIRES: \_\_\_\_\_

(NAME PRINTED)

**SIGNATURE OMISSIONS:**

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66036(3)(A)(1) OF THE GOVERNMENT CODE SINCE THEIR INTERESTS CANNOT RISEN INTO A FEE.

1. POMONA LAND AND WATER COMPANY, HOLDER OF AN EASEMENT FOR PIPE LINES RECORDED IN BOOK 137 OF DEEDS, PAGE 384, SAID EASEMENT IS BLANKET IN NATURE AND CANNOT BE LOCATED FROM RECORD.
2. DEL MONTE IRRIGATION COMPANY, HOLDER OF AN EASEMENT FOR PIPE LINES RECORDED IN BOOK 177 OF DEEDS, PAGE 142, SAID EASEMENT IS BLANKET IN NATURE AND CANNOT BE LOCATED FROM RECORD.
3. POMONA LAND AND WATER COMPANY, HOLDER OF AN EASEMENT FOR PIPE LINES RECORDED IN BOOK 376 OF DEEDS, PAGE 159, SAID EASEMENT IS BLANKET IN NATURE AND CANNOT BE LOCATED FROM RECORD.
4. MERCHANTS TRUST COMPANY, HOLDER OF AN EASEMENT FOR PIPE LINES AND CONDUITS RECORDED IN BOOK 531 OF DEEDS, PAGE 346, SAID EASEMENT IS BLANKET IN NATURE AND CANNOT BE LOCATED FROM RECORD.

**SURVEYOR'S STATEMENT:**

I, ROBERT T. KELSOE, HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTING OF 3 SHEETS IS A TRUE AND COMPLETE REPRESENTATION OF A FIELD SURVEY MADE UNDER MY SUPERVISION IN APRIL 2015, AND THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITIONS WITHIN ONE (1) YEAR OF RECORDATION, IN COMPLIANCE WITH SECTIONS 66495 AND 66496 OF THE SUBDIVISION MAP ACT AND ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED: \_\_\_\_\_  
ROBERT T. KELSOE, P.L.S. 6952  
EXPIRES: 9/30/2017



**CITY ENGINEER'S STATEMENT:**

I HEREBY STATE THAT I HAVE EXAMINED THE ANNEXED MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND SUBDIVISION ORDINANCES OF THE CITY OF MONTCLAIR APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

MICHAEL C. HUDSON, CITY ENGINEER DATED \_\_\_\_\_  
CITY OF MONTCLAIR, CALIFORNIA  
PCE 27950  
EXPIRES: 3-31-18



**CITY PLANNING COMMISSION STATEMENT:**

I DO HEREBY STATE THAT THE SUBDIVISION SHOWN ON THE ANNEXED MAP IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP, APPROVED AT A MEETING OF THE PLANNING COMMISSION OF THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, HELD ON THE 24TH DAY OF AUGUST, 2015.

SECRETARY OF THE PLANNING COMMISSION DATED \_\_\_\_\_  
CITY OF MONTCLAIR, CALIFORNIA

**MONTCLAIR CITY COUNCIL STATEMENT:**

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF MONTCLAIR BY A MOTION DULY SECONDED AND PASSED, APPROVED THE ATTACHED MAP ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015, AND ACCEPTED FOR EMERGENCY VEHICLE ACCESS PURPOSES THE ACCESS EASEMENT.

ANDREA M. PHILLIPS, DEPUTY CITY CLERK DATED \_\_\_\_\_  
OF THE CITY OF MONTCLAIR, CALIFORNIA

**BOARD OF SUPERVISORS' CERTIFICATE:**

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

DATED: \_\_\_\_\_ LAURA H. WELCH, CLERK OF THE BOARD OF SUPERVISORS  
COUNTY OF SAN BERNARDINO  
BY: \_\_\_\_\_ DEPUTY

**AUDITOR'S CERTIFICATE:**

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

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
OSCAR VALDEZ, AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR  
COUNTY OF SAN BERNARDINO, CALIFORNIA  
BY: \_\_\_\_\_ DEPUTY

**SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE:**

THIS MAP HAS BEEN FILED UNDER THE DOCUMENT NUMBER \_\_\_\_\_

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_, IN, IN,

BOOK \_\_\_\_\_ OF \_\_\_\_\_ AT PAGE \_\_\_\_\_ AT THE

REQUEST OF \_\_\_\_\_

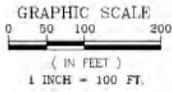
IN THE AMOUNT OF \$ \_\_\_\_\_

BOB DUTTON  
ASSESSOR-RECORDER-CLERK  
COUNTY OF SAN BERNARDINO

BY: \_\_\_\_\_  
DEPUTY RECORDER

# TRACT NO. 19971

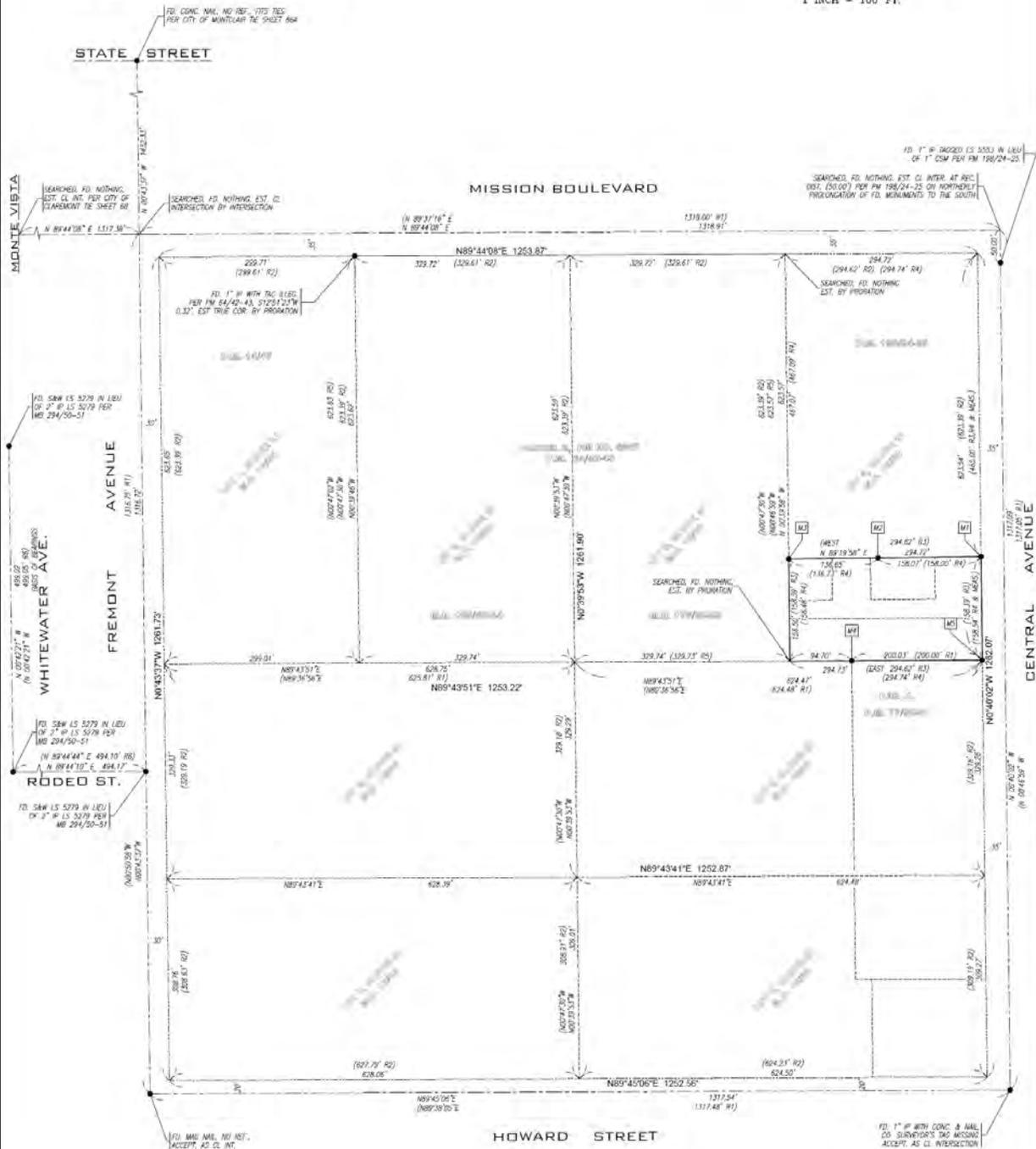
IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA  
BEING A PORTION OF LOT 4, BLOCK 21, MONTE VISTA TRACT NO. 2, AS PER MAP RECORDED  
IN BOOK 16, PAGE 33 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE  
COUNTY OF SAN BERNARDINO  
FOR CONDOMINIUM PURPOSES - 13 UNITS  
KELSOE AND ASSOCIATES, INC. OCT 2015



**BASIS OF BEARINGS:**

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF  
WHITWATER AVENUE AS SHOWN BY MAP RECORDED IN BOOK 294, PAGES  
50 AND 51 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY  
OF SAN BERNARDINO, SHOWN AS N0°42'21"W THEREON.

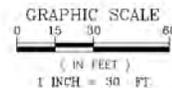
SEE SHEET 3 FOR SURVEYORS NOTES AND LEGEND



# TRACT NO. 19971

IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA  
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IN BOOK 16, PAGE 33 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE  
COUNTY OF SAN BERNARDINO

FOR CONDOMINIUM PURPOSES - 13 UNITS  
KELSOE AND ASSOCIATES, INC. OCT 2015



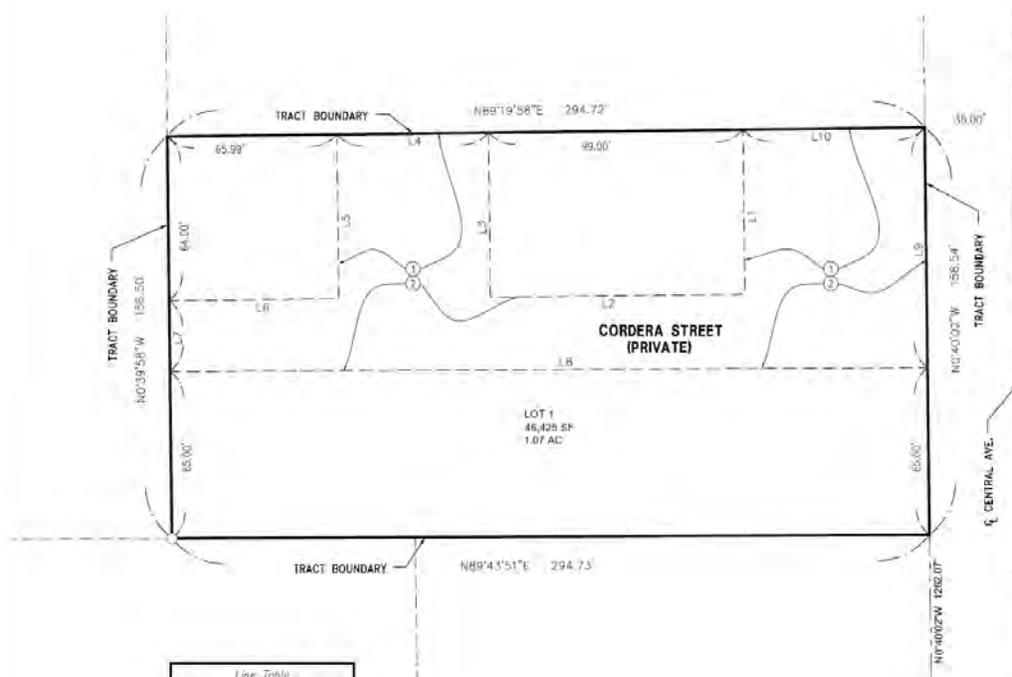
SURVEYOR'S NOTES

1"x18" I.P. TAGGED 7.5. 6957" TO BE SET AT ALL RIGHT-OF-WAY CORNERS. ALL LOT CORNERS AND ALL INTERIOR TRACT-BOUNDARY CORNERS UNLESS OTHERWISE NOTED, IN THE EVENT THIS CANNOT BE SET, A NAIL AND TAG, TAGGED 7.5. 6957" WILL BE SET ON TOP OF WALL, WALL FOOTING OR SIDEWALK.

C.S.M. INDICATES SAN BERNARDINO COUNTY SURVEYOR'S MONUMENT  
C.S.F.B. INDICATES SAN BERNARDINO COUNTY SURVEYOR'S FIELD BOOK

LEGEND:

- INDICATES FOUND MONUMENT AS NOTED.
- INDICATES MONUMENT TO BE SET AS NOTED IN SURVEYOR'S NOTES.
- M1 INDICATES RECORD BEARINGS & DISTANCES PER PM 77/90-91.
- M2 INDICATES RECORD BEARINGS & DISTANCES PER MH 15/11.
- M3 INDICATES RECORD BEARINGS & DISTANCES PER INST. NO.2007-120428 D.R.
- M4 INDICATES RECORD BEARINGS & DISTANCES PER PM 190/24-25.
- M5 INDICATES RECORD BEARINGS & DISTANCES PER PM 64/46-43.
- M6 INDICATES RECORD BEARINGS & DISTANCES PER PM 294/50-51.
- M7 INDICATES A FD. 1" IP TAGGED LS 5553 PER RM.
- M8 INDICATES A FD. 1" IP TAGGED LS 5553 PER R4.
- M9 INDICATES A FD. NAIL & TAG (S. 5553 IN FACE OF WALL IN LIEU OF 1" IP TAGGED LS 5553 PER R4, 50'00'00"W @ 35' EST. TRUE COR. BY PRORATION.
- M10 INDICATES A FD. 1.5" IP, OPEN, NO REF., ACCEPTED AS NW COR. PARCEL 1 OF PM 77/90-91, SET TAG LS 6957.
- M11 INDICATES A FD. 1" IP TAGGED RE 1134, NO REF., ACCEPTED AS NE COR. PARCEL 1, PM 77/90-91.
- ① EASEMENT FOR PRIVATE ACCESS (PURPOSES RESERVED HEREIN).
- ② EASEMENT FOR EMERGENCY ACCESS AND PUBLIC UTILITY PURPOSES DEDICATED TO THE CITY OF MONTCLAIR HEREIN.



Line #	Length	Direction
L1	64.01'	N0°29'58"W
L2	99.00'	N89°20'29"E
L3	64.01'	N0°29'58"W
L4	59.01'	N89°19'56"E
L5	64.00'	N0°29'58"W
L6	65.99'	N89°20'29"E
L7	29.50'	N0°39'58"W
L8	294.73'	N80°43'51"E
L9	83.54'	N0°40'02"W
L10	70.72'	N89°19'48"E

## **SUBDIVISION AGREEMENT**

**for**

**TRACT NO. 19971**

This Agreement, made and entered into by and between the City of Montclair, State of California (hereinafter called "City"), and Central 13, LLC, a California Limited Liability Company (hereinafter called "Subdivider") on the date signed by the Mayor of the City.

### **A. RECITALS**

(i) City has previously approved a tentative subdivision map for **Tract No. 19971** in the City of Montclair;

(ii) Subdivider wants the final subdivision map for **Tract No. 19971** recorded with the San Bernardino County Recorder's Office; and

(ii) As a condition of the approval of said tentative subdivision map and authorization for the recording of same, Subdivider is required to enter into an agreement to complete certain improvements as required by Government Code Section 66462.

### **B. AGREEMENT**

It is agreed by and between the parties hereto as follows:

FIRST: Subdivider, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **Tract No. 19971**, agrees, at Subdivider's own expense, to furnish all labor, equipment, and material necessary, and within eighteen (18) months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. In case of dispute, the good faith judgment of the City Engineer shall be final and binding upon the parties. Subdivider further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one-year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Subdivider shall complete the improvements described in this paragraph pursuant to Government Code Section 66462. Subdivider shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as

the City acquires an interest in the land which will permit the improvements to be made, and the Subdivider waives the 120-day time limitation set forth in Government Code Section 66462.5. The estimated cost of said work and improvements is the sum of Zero Dollars (\$0).

SECOND: Should Subdivider, or his agents or employees, fail to comply with any of the terms or provisions of this Agreement, or fail to perform satisfactorily any of the provisions of the plans and specifications, the Subdivider shall be in default of this Agreement and shall be liable to City for the reasonable value of any work or improvements not completed or improperly done or performed. In the event of any such default, City shall give to Subdivider written notice thereof. Unless the work or improvements covered by said notice, including defective work and improvements, are commenced by Subdivider within fifteen (15) days of the date of said notice and diligently prosecuted to completion, the City may at its option:

(a) Collect from Subdivider the reasonable value of the work and improvements not so done and performed by Subdivider, to be measured by the anticipated costs and expenses of completing the same; or

(b) City may complete said work and improvements not so completed by Subdivider and collect its costs and expenses in completing the same; or

(c) City may, as to some of such work and improvements, proceed under remedy (a) above, and as to the remainder, under remedy (b) above.

City may change any election prior to trial of any lawsuit, and prior thereto no election of remedies shall be binding upon City. In either event, there shall be included in said "costs and expenses" the reasonable overhead expenses of the City. In addition to the foregoing, Subdivider shall be liable to City for reasonable attorney's fees and court costs incurred by City in enforcing the obligations of Subdivider under this Agreement.

The determination by the City Engineer of the questions as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon Subdivider, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

THIRD: Subdivider agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Subdivider further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Subdivider and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

FOURTH: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss, or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Subdivider, his/her agents or employees, in the performance of the work, and all of said liabilities are assumed by Subdivider. Subdivider agrees to protect, defend and hold harmless City and the elected and appointed officials, officers, and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Subdivider, his/her agents and employees, in the performance of this Agreement.

FIFTH: The Subdivider hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Subdivider has completed the work within the time specified or any extension thereof granted by the City.

SIXTH: Subdivider agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Subdivider shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt, and debris.

SEVENTH: The Subdivider, his/her agents and employees, shall give notice to the City Engineer at least fifteen (15) days before beginning any work and shall furnish said City Engineer with the identity of the contractors performing the work and other information requested by the City Engineer.

EIGHTH: Subdivider agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than 100 per cent of the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in an amount not less than 100 per cent to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Subdivider agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Subdivider fails to take such action as is necessary to comply with said notice, he/she shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Subdivider of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Subdivider, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds. Subdivider further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: Within thirty-five (35) days after completion of all construction as certified by the City Engineer, the City Council may authorize payment to Subdivider of that portion of said deposit of money held as guarantee for faithful performance or the cancellation of the faithful performance bond. Within six (6) months after completion of all construction as certified by the City Engineer that portion of said deposit held as guarantee for payment for labor and materials or the labor and materials bond may be released, providing that at the end of said six (6) month period there have been no liens or claims filed against this work. However, cash deposits may be withdrawn in twenty-five percent (25%) increments subject to the following provisions:

(a) Partial refunds shall only be made upon written request when improvements which exceed the requested refund by at least ten percent (10%) in cost have been approved and accepted by City. Also, a surety bond guaranteeing payment for all labor and materials will be required before any said refund will be approved.

(b) Refunds will be made providing written request for same is filed with the City Engineer forty (40) working hours before a regular Council meeting.

#### ELEVENTH: Insurance Requirements

(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 \$2,000,000 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.

**Products-Completed Operations:** Contractor shall procure and submit to City evidence of insurance for a period of at least three (3) years from the time that all work under this Contract is completed.

(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.

TWELFTH: It is understood and agreed by the parties hereto that, if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, item or provision held to be invalid.

THIRTEENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

**City:**  
Michael C. Hudson, City Engineer  
City of Montclair  
5111 Benito  
Montclair, CA 91763

**Subdivider:**  
Kathleen A. Garvey, Managing Member  
Central 13, LLC, a California Limited  
Liability Company  
510 W. Citrus Edge Street  
Glendora, CA 91740

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IN WITNESS WHEREOF, Subdivider has affixed his name, address and seal.

Date approved by the City: \_\_\_\_\_

**City**

**Subdivider**

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

By: \_\_\_\_\_  
Kathleen A. Garvey,  
Managing Member

ATTEST:

By: \_\_\_\_\_  
Andrea M. Phillips,  
Deputy City Clerk

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Diane Robbins  
City Attorney

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

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

<Attached Notary certificate>

# **MONUMENT BOND**

(Subdivision Agreement)

Whereas, the **CITY COUNCIL OF THE CITY OF MONTCLAIR**, State of California, (hereinafter designated as "City"), and **CENTRAL 13, LLC, a CALIFORNIA LIMITED LIABILITY COMPANY** (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install certain improvements for Tract No. 19971; and

Whereas, under the terms of said agreement, Principal is required to set or caused to be set certain survey monuments and centerline points.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto City, and

**FIRST:** Principal hereby agrees at Principal's own cost and expense, to furnish all labor, material, and equipment necessary to perform and complete, within one year from the date hereof, in a good and workmanlike manner the setting of survey monuments and centerline points and furnishing to the City Engineer of said City centerline tie notes for said points according to the applicable Ordinances of said City.

**SECOND:** That it is further agreed that said Principal has filed a good and sufficient bond or posted cash with said City in the amount Three Thousand Dollars (\$3,000.00) to guarantee the faithful performance of this agreement.

**THIRD:** That it is further agreed by and between City and Principal, including the Surety or Sureties on the bonds attached hereto, that in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, said extension may be granted by City and shall in no way affect the validity of this agreement or release the surety or sureties on the bonds attached hereto.

**FOURTH:** That it is further agreed that if the Principal fails to obtain completion of the work within the time specified or extensions thereof, City may upon written notice to the Principal and surety or sureties, cease and terminate this agreement. In the event of such termination, the surety or sureties shall have the right to take over and complete the work, provided that if the surety or sureties do not commence performance within ten days following written notice from City of such termination, City may complete the work by any means it may deem advisable at the expense of Principal and surety or sureties, and in such event, City without liability for so doing, may take possession of and utilize in completion said work such materials, equipment and other property belonging to Principal as may be on the site of the work and necessary therefor.

In witness whereof, this instrument has been duly executed by the principal surety above named, on \_\_\_\_\_, 2016.

**SURETY** \_\_\_\_\_ **PRINCIPAL** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(SEAL)

(SEAL)

**<Attached Notary certificate>**

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT  
NO. 16-71 WITH SUE YOAKUM TO PROVIDE  
CASE MANAGEMENT SERVICES

**DATE:** August 1, 2016

**SECTION:** AGREEMENTS

**ITEM NO.:** 5

**FILE I.D.:** HSV042

**DEPT.:** HUMAN SVCS.

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 16-71 for contracted services with Sue Yoakum to provide case management services.

A copy of proposed Agreement No. 16-71 is attached for the City Council's review and consideration.

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

The Montclair Community Collaborative's efforts resulted in the City of Montclair successfully obtaining a one-year competitive grant from the Inland Empire United Way (IEUW) to fund case management services for the community. Agreement No. 16-71 requires the delivery of services through subcontracts.

Sue Yoakum has many years of experience working in the social services field as well as being an educator in gerontology. In her role as a case manager stationed in the Senior Center she will assist in guiding families to attain financial stability, including basic needs, sustaining safe housing, and moving toward more self-sufficient circumstances.

The term of Agreement number 16-71 is August 1, 2016 through June 30, 2017.

**FISCAL IMPACT:** The contract would allocate \$7,000 from the \$7,500 IEUW grant to be used for case management services. There will be no direct fiscal impact on the City's General Fund associated with the Council's approval of Agreement No. 16-71.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 16-71 with Sue Yoakum to provide case management services.

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Prepared by:

*M. Richter*

Fiscal Impact  
Finance Review:

*Donald L. Parker*

Proofed by:

*Michelle Castillo*

Reviewed and  
Approved By:

*M. Richter*

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

**AGREEMENT FOR CONTRACTED SERVICES**

**THIS AGREEMENT** is made and entered into this 1st day of August 2016, by and between the City of Montclair, hereinafter referred to as the "**CITY**," and Sue Yoakum, hereinafter referred to as the "**CONSULTANT**."

**1. Services To Be Performed by CONSULTANT.**

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

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

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

**2. Compensation.**

(a) Except as otherwise provided in this Agreement, **CITY** agrees to compensate **CONSULTANT** for services rendered under this Agreement for a maximum of \$7,000 based on the Scope of Work, Attachment A.

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

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

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

### **3. Term of Agreement.**

The term of this Agreement is August 1, 2016, through June 30, 2017. Termination is pursuant to the provisions of Section 6 of this Agreement. CITY shall not be obligated to pay CONSULTANT any additional consideration unless CONSULTANT undertakes additional services, in which instance the consideration shall be increased as CITY and CONSULTANT shall agree in writing.

### **4. Obligations of CONSULTANT.**

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

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

(c) CONSULTANT shall indemnify, pay for the defense of, and hold harmless CITY and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONSULTANT's negligent or willful acts and/or omissions in rendering any services hereunder. CONSULTANT shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONSULTANT or any employee and shall further indemnify, pay for the defense of, and hold harmless CITY of and from any such payment or liability arising out of or in any manner connected with CONSULTANT's performance under this Agreement.

### **5. Obligations of City.**

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

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

### **6. Termination of Agreement.**

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

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

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

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

## **7. General Provisions.**

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

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

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

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

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

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

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

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

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

**" CONSULTANT "**  
1400 W. Francis Avenue  
Ontario, CA 91762  
(909) 986-5522

By: \_\_\_\_\_  
Paul M. Eaton  
Mayor

By: \_\_\_\_\_  
Sue Yoakum  
Consultant

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

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

**ATTEST:**

\_\_\_\_\_  
Andrea M. Phillips  
Deputy City Clerk

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

## ATTACHMENT A

### Scope of Work

#### Services to be provided:

- Provide case management to assist seniors attain financial stability including basic needs, sustaining safe housing, and moving toward more self-sufficient circumstances.
- Meet the minimum required goal of 50 case management clients per the Inland Empire United Way grant.
- Collect and maintain required paperwork as specified by the Inland Empire United Way grant.
- Assist with compiling information and reporting case management information as required.

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 16-72 WITH THE YWCA SAN GABRIEL VALLEY AND INLAND COMMUNITIES TO SERVE AS A RESOURCE AGENCY FOR THE HUMAN SERVICES DEPARTMENT	<b>DATE:</b> August 1, 2016 <b>SECTION:</b> AGREEMENTS <b>ITEM NO.:</b> 6 <b>FILE I.D.:</b> HVS042 <b>DEPT.:</b> HUMAN SVCS.
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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 16-72 with the YWCA San Gabriel Valley and Inland Communities (YWCA) to serve as a Resource Agency for the Human Services Department.

A copy of proposed Agreement No. 16-72 is attached for the City Council's review and consideration.

**BACKGROUND:** The YWCA is a nonprofit organization that has worked for 29 years promoting public health and engaging and empowering communities. The work of the YWCA in the areas of violence prevention, health and wellness, parent engagement, and empowerment strategies are conducted by culturally competent staff. During this Fiscal Year the YWCA has been a valued partner; the YWCA has the staff experience and subject matter expertise needed to support the on-going planning, implementation, and evaluation of the Human Services' program/grant activities. With their assistance, Montclair received two recent awards; 2016 Playful City Recognition (second year in a row) and the 2016 National Health Innovations prize. Both of these honors may increase the City of Montclair's competitive advantage for funding opportunities. Through the work of YWCA the City also received a new three year grant from the San Bernardino County Department of Aging and Adult Services to fund Senior Nutrition program from Fiscal Year 2016-19, and a San Bernardino Associated Governments grant for the purchase of a new Golden Express bus anticipated to arrive within Fiscal Year 2016-17.

The YWCA will provide staff expertise and resource development assistance in the Human Services Department for Fiscal Year 2016-17 and will primarily focus on the following Healthy Communities support:

- Planning and resource development and facilitation of the healthy communities activities
- Maintaining current grant requirements and identifying and applying for future grants that support program sustainability and development
- Supervision of collection and utilization of evaluation data and preparation of the required reports

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Prepared by: <u><i>M. Richter</i></u>	Fiscal Impact	Finance Review: <u><i>Donald L. Parker</i></u>
Proofed by: <u><i>Michelle Castillo</i></u>	Reviewed and	Approved By: <u><i>M. Richter</i></u>

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- Refining community engagement processes
- Supervision and recruitment of students and interns

The term of proposed Agreement No. 16-72 is July 1, 2016, through June 30, 2017.

**FISCAL IMPACT:** Consistent with the City-approved Human Services Department Fiscal Year 2016-17 Budget, the contractual obligation for the YWCA to serve as a Resource Agency for the City of Montclair shall not exceed \$95,000 for the term of the contract (\$82,000 to be funded by the General Fund and \$13,000 to be grant funded).

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 16-72 with the YWCA San Gabriel Valley and Inland Communities to serve as a Resource Agency for the City of Montclair.

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

## AGREEMENT FOR CONTRACTED SERVICES

**THIS AGREEMENT** is made and entered into this 1st day of August 2016, by and between the City of Montclair, hereinafter referred to as the "**CITY**," and the YWCA San Gabriel Valley and Inland Communities, hereinafter referred to as the "**YWCA**."

### **1. Services To Be Performed by YWCA.**

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

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

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

### **2. Compensation.**

(a) Except as otherwise provided in this Agreement, **CITY** agrees to compensate **YWCA** for services rendered under this Agreement for a total of \$95,000, based on the Scope of Work, Attachment A.

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

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

(d) **CITY** will not withhold any federal or state income tax for payment made pursuant to this Agreement. **YWCA** is hereby advised that such statement of

earnings shall, if required, be provided to the Internal Revenue Service and the State Franchise Tax Board.

**3. Term of Agreement.**

The term of this Agreement is July 1, 2016, through June 30, 2017. Termination is pursuant to the provisions of Section 6 of this Agreement. CITY shall not be obligated to pay YWCA any additional consideration unless YWCA undertakes additional services, in which instance the consideration shall be increased as CITY and YWCA shall agree in writing.

**4. Obligations of YWCA.**

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

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

(c) YWCA shall indemnify, pay for the defense of, and hold harmless CITY and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of YWCA's negligent or willful acts and/or omissions in rendering any services hereunder. YWCA shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning YWCA or any employee and shall further indemnify, pay for the defense of, and hold harmless CITY of and from any such payment or liability arising out of or in any manner connected with YWCA 's performance under this Agreement.

**5. Obligations of City.**

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

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

## **6. Termination of Agreement.**

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

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

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

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

## **7. General Provisions.**

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

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

- (1) Increase dollar amount
- (2) Administrative changes
- (3) Changes as required by law

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

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

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

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

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

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

**"YWCA"**  
943 N. Grand Avenue  
Covina, CA 91724  
(626) 960-2995

By: \_\_\_\_\_  
Paul M. Eaton  
Mayor

By: \_\_\_\_\_  
Miki Carpenter  
Executive Director

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

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

**ATTEST:**

\_\_\_\_\_  
Andrea M. Phillips  
Deputy City Clerk

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

## ATTACHMENT A Scope of Work

During the term of this Agreement and in accordance with Section 1, the YWCA shall provide the services described below:

### Planning

- Support Human Services in its on-going planning and resource development activities;
- Develop Action Plan including prioritization and identification of best practices to consider for Montclair Community Collaborative and Healthy Montclair.

### Supervision

- Supervise public health students including Fellows, field study interns and other programs as related to YWCA scope of work;
- Provide screening, recruitment, and supervision of interns from colleges, as needed.

### Coordinate with other City projects

- Assist with Human Services grant-funded projects as requested to ensure effective integration;
- Assist with accurate monitoring (dependent upon human services staff provided information), and appropriate strategies to ensure effective projects of Human Services grant-funded projects as requested;
- Participate in, support, and/or facilitate Montclair Community Collaborative and Healthy Montclair activities;
- Engage with and support cross-program integration as requested, which may include: Senior and Youth Centers, *Por La Vida*, After-School Programs, Montclair Medical Clinic, Healthy Montclair including Community Garden, Fruit Park, Farmers' Market, On-Line to College, and other grant funded Projects.

### Communication and Consultation

- Maintain communication with appropriate City and Program staff regarding any work being conducted;
- Provide guidance and technical assistance to City and program staff and to Human Services Project Staff;
- Facilitate and participate in meetings, as required.
- Meet with Department Director quarterly to review progress, successes and challenges.

### Evaluation, Outcomes Assessment and Grant Writing

- Oversee and develop assessment and program evaluation strategies and efforts to any new and existing projects;
- Participate in identifying, compiling information for, and coordinating grant writing in cooperation with Human Services staff.

### Contracts

- Assist with Human Services program administration;
- Responsible for grant reports, including fiscal reporting in cooperation with Human Services staff (dependent upon information provided by Human Services staff).

#### Sustainability

- Support and advise on the short-term capacity building priorities of staff;
- Support and advise on the mid-term capacity building priorities of marketing and communications, trainings, adaptability to change, and basic infrastructure issues.

#### Invoices

- Provide itemized monthly invoices based on YWCA tasks and activities and/or deliverables conducted each month along with associated costs. The final invoice for the fiscal year must be submitted not later than the 10<sup>th</sup> of the July of the given fiscal year. Any monies invoiced after this deadline will not be paid.

# AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 16-73 WITH THE HDL COMPANIES TO DEVELOP A MARIJUANA MANAGEMENT PROGRAM	<b>DATE:</b> August 1, 2016
	<b>SECTION:</b> AGREEMENTS
	<b>ITEM NO.:</b> 7
CONSIDER ALLOCATING UP TO \$99,750 FROM THE GENERAL FUND OPERATING RESERVE BUDGET FOR THE PURPOSE OF DEVELOPING A MARIJUANA MANAGEMENT PROGRAM IN CONSULTATION WITH THE HDL COMPANIES	<b>FILE I.D.:</b> ADS200
	<b>DEPT.:</b> ADMIN. SVCS.

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**REASON FOR CONSIDERATION:** The evolution of the state and nation toward legalized consumption of marijuana is both complex and convoluted. In order to provide the City Council with the necessary information and guidelines to effectively evaluate and address what appears to be a societal shift regarding the ongoing legality of marijuana in California and cope with the morass of laws, court decisions and regulations City staff has determined that a well-designed and effective Marijuana Management Program should be developed. To achieve this latter objective, City staff has conducted discussions with The HdL Companies, the City's property and sales tax consultant, regarding the potential to design a fully encompassing Marijuana Management Program that would be compatible with the state's regulatory process defined in the *Medical Marijuana Regulation and Safety Act (MMRSA)* and, at the same time, preserve and protect the City's rights in relation to local control.

A copy of proposed Agreement No. 16-73 is included in the City Council's agenda packet for review and consideration.

**BACKGROUND:** The Montclair Municipal Code currently prohibits the operation of Medical Marijuana dispensaries and cultivation of marijuana within the City's administrative jurisdiction. Despite this prohibition, members of the City Council are mindful that Law and Code Enforcement personnel are regularly required to enforce against cultivators and the operators of illegal marijuana dispensaries, only to be frequently challenged with delaying actions in court or the reappearance of dispensaries and cultivation sites at different locations in the City.

Cultivators and operators of illegal marijuana dispensaries have determined that the economic rewards warrant increasingly aggressive legal challenges against enforcement efforts. In effect, enforcement against illegal marijuana activities has become a circular effort, creating a constant drain on municipal services and resources.

Further compounding enforcement efforts is the evolving societal and legal perspective regarding marijuana consumption. In recent years, societal attitudes and mores regarding the medical and recreational use of marijuana have undergone dramatic, if

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

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not evolutionary change toward acceptance. This trend toward the legalization of marijuana is likely to take another major step forward on November 8, 2016, when California voters are asked to consider *Proposition 64*, the *Control, Regulate and Tax Adult Use of Marijuana Act*. If voters approve *Proposition 64*, and current polling indicates they will by a substantial margin, the measure's approval is projected to accelerate widespread, national acceptance toward the legitimized use of marijuana for both recreational and medical uses. Many commentators have opined that approval of adult recreational use of marijuana in California would trigger a nationwide movement, with as many as 20 new states moving to legalize its recreational and/or medical use.

According to the latest 2016 polling data from the Public Policy Institute of California (PPIC), 60 percent of likely California voters say they favor legalizing marijuana for recreational use, up from 54 percent in a 2015 PPIC poll. The same poll showed only 37 percent of likely voters oppose legalization for recreational use, down from 44 percent in 2015.

California municipalities will not necessarily be faced with a *fait accompli* related to the legalized operation of Medical Marijuana dispensaries or the sale of marijuana for adult recreational use if *Proposition 64* is approved in November 2016 — *Proposition 64* does retain some level of local authority to restrict the propagation of legalized marijuana dispensaries; however, there is uncertainty as to what regulations the Legislature may craft and impose related to implementation of *Proposition 64* that may undermine or circumvent local control.

In any event, municipalities must deal with a state regulatory scheme currently being developed pursuant to a package of bills (AB 243, AB 266 and SB 643) known as the *Medical Marijuana Regulation Safety Act* (MMRSA) — MMRSA is a regulatory scheme related to the cultivation, manufacture, testing, distribution, transport, marketing, and sale of marijuana for medical and, potentially, adult recreational use.

Based on the above factors and the following discussion, it is City staff's opinion that state and local trends suggest a need for proactive intervention at the local level. To this end, preparing Marijuana Management Program protocols would equip the City Council with the necessary tools to make correct and effective decisions regarding future enforcement action against and/or acceptance of a tightly regulated and controlled marijuana presence in the community. A Marijuana Management Program would also facilitate local means to counter black market control, the propagation of illegal dispensaries and the illegal and criminal-related aspects of the marijuana industry.

In evaluating the need to develop a Marijuana Management Program, City Council Members should keep in mind that with or without action of the governing board, the following issues will remain and/or would become relevant and impactful:

1. Illegal and unlicensed marijuana dispensaries routinely operate in various areas of the City, requiring significant resources to address.
2. Crime related to illegal marijuana dispensaries adds significantly to the enforcement burden of the City because these businesses operate outside of sanctioned view, without regulatory control.
3. When enforcement action closes one dispensary, others are already operational — City staff notes that in communities where Medical Marijuana dispensaries are regulated, the legal framework for their operations typically

discourages the operation of illegal dispensaries and creates an economic incentive for the industry to self-discipline by ferreting out and reporting illegal dispensary operations.

4. The quality of products sold at illegal dispensaries is unregulated and often tainted with pesticides and other chemicals, posing a health risk to the public.
5. Illegal dispensaries often sell their products without regard to age of the buyer or requirement for medical prescription.
6. Failure to establish local regulatory control may ultimately cede regulatory authority to the state. To this latter point, a provision in the *Control, Regulate and Tax Adult Use of Marijuana Act* requires the state to establish a regulatory mechanism for adult recreational use of marijuana, and such regulation cannot be any stricter than what is currently applied to the manufacture, distribution, and sale of wine and beer. A regulatory scheme is also under development by the state pursuant to the provisions of MMRSA.
7. City Council inaction does not preclude a citizen- or business-backed ballot initiative that could potentially deny local control of the process including determining the number of operational dispensaries, zoning requirements, tax policies, background checks on proposed operators, and other regulatory controls. This ballot process has already played out or is being played out in a number of California communities including the Cities of Upland and Laguna Beach. The prospect for citizen- or business-backed initiatives becomes increasingly likely as society and state governments move toward relaxing the legal and social *mores* regarding marijuana consumption.

Based on the preceding and the following emerging issues, it may now be appropriate to re-examine processes related to regulatory control of marijuana dispensaries and establish procedures that would place the City in compliance with state authored and voter driven regulations and requirements:

1. The repositioning of attitudes and general acceptance of marijuana by society, the medical profession, and law enforcement — California has already seen dynamic changes related to social acceptance of Medical Marijuana use including the legalization of Medical Marijuana in 1996 through approval of the *Compassionate Use Act* and decriminalization of marijuana possession and cultivation.

Further, the American Medical Association (AMA) has revised its position of intolerance toward the medical application of marijuana — the AMA *“urges that marijuana’s status as a federal Schedule I controlled substance be reviewed with the goal of facilitating the conduct of clinical research and development of cannabinoid-based medicines, and alternative delivery systems.”*

2. The likelihood that *Proposition 64* will be approved by voters in November legalizing adult recreational use of marijuana — as indicated above, based on recent polling data, more than 60 percent of likely voters are projected to approve *Proposition 64*.

If approved by voters, *Proposition 64* would legalize marijuana and hemp under state law and establish mechanisms for the state to regulate adult recreational use similar to the current regulatory process for beer and wine sales.

The appearance of *Proposition 64* on the November 8, 2016, ballot may produce potential for other societal, enforcement, and legal changes including:

- a. Potential for greater positive revenue impacts statewide stemming from the legitimate marketing, manufacturing, transporting, and cultivation of marijuana for recreational purposes. While there is no guarantee voters will approve *Proposition 64*, polls suggest it will pass by a significant margin, producing a revenue market for medical and recreational use that will conservatively exceed \$4 billion annually by 2020 — marijuana industry experts project annual revenue will be more than twice this amount.

With a population of nearly 40 million people and a thriving Medical Marijuana trade legalized 20 years ago, California already has the nation's largest legal marijuana market. Legalization of adult recreational use of marijuana would conservatively generate \$1 billion annually (Legislative Analyst's estimate) in estimated tax revenue for the state — again, industry analysts project revenue estimates that far exceed state estimates.

A recreational ballot initiative failed in 2010; however, the current effort (*Proposition 64*) is backed by mainstream business and political leaders, including Facebook President Sean Parker and Lieutenant Governor Gavin Newsom — the latter negotiated the regulations and taxes contained in *Proposition 64*.

California's dominance as the nation's largest legal producer and purveyor of medical marijuana, coupled with its sheer size as the world's 6th largest economy (projected to be the fifth largest economy by 2018, presuming the fallout from "BREXIT" erodes the economy of Great Britain) means the state will be the world's center of legalized medical and adult recreational use of marijuana.

Analysts for Electrum Partners, a Nevada-based private equity firm, projects that the economic impact from *Proposition 64* will have no precedent in the United States that can compare, except for the California Gold Rush of the mid-1800s. Over 330 businesses statewide have joined the National Cannabis Industry Association representing cultivators, dispensaries, laboratories, law partnerships, accountants, software developers, insurers, and others to support and set up an infrastructure for a business (adult recreational use of marijuana) that has not yet been legalized.

- b. Potential for fully eliminating black market sales and gangland involvement in the cultivation, transport, and sale of marijuana. It is widely believed, and evidence suggests that regulating Medical Marijuana dispensaries and legalizing adult recreational use in communities would greatly facilitate the elimination of illegal marijuana

dispensaries.

Regulating Marijuana dispensaries would promote public safety and welfare by (a) permitting municipal Law and Code Enforcement personnel to regularly inspect facilities and require security measures including approved security and lighting plans; and (b) products for sale would fall under the purview of state regulators to ensure product safety, thereby eliminating the introduction of contaminants and/or toxins that could otherwise be harmful to patients/users — concerns common to marijuana products distributed through illegal facilities.

- c. Potential for curbing or eliminating the need for routine enforcement efforts against illegal marijuana dispensaries, thus allowing the City to divert valuable and limited resources to other, more pressing public safety issues and concerns.
  - d. Establishing a scientific process and legal standard for determining when a driver is under the influence of marijuana.
3. Pending state action to implement regulatory legislation that will further legalize the marijuana industry and impact local control. Under a package of bills (AB 243, AB 266 and SB 643) known as *the Medical Marijuana Regulation Safety Act* (MMRSA), California recently introduced a regulatory scheme related to the cultivation, manufacture, testing, distribution, transport, marketing, and sale of marijuana for medical and potentially adult recreational use.

Unless Montclair proactively addresses the regulated Medical Marijuana dispensary issue (and, potentially, the adult recreational use of marijuana and the associated regulatory mechanisms anticipated from state agencies) by examining and evaluating the need for a local regulatory process, the community will continue to be impacted and plagued with problems created by illegal marijuana dispensaries and their propagation in the community, and potentially face unwanted and unilateral state regulatory intervention at the local level.

Attached for City Council's review and consideration is Agreement No. 16-73 with The HDL Companies to develop a Marijuana Management Program. Salient points of the Agreement include the following:

- Provide subject matter expertise, including technical and policy expertise;
- Develop and manage the process related to compliance with state regulatory processes for marijuana, including compliance with the evolving regulatory scheme under MMRSA and *Proposition 64*;
- Conduct a cost recovery fiscal analysis that would allow the City to recover costs associated with implementation of a Marijuana Management Program and establish regulatory fees;
- Identify issues related to legal processes related to the regulatory process;
- Design procedures, application requirements and selection processes;
- Examine fiscal revenue impacts and tax policies;

- Assist with developing regulatory ordinances and insurance-related requirements; and
- Develop facility inspection and interview protocols.

HDL's proposed fee is based on time, materials, and travel expenses, for a fee not to exceed \$99,750. Final cost will be based on scope of services utilized, with associated fees broken down by objectives. All fees are recoverable through a cost recovery program derived from implementation of a regulatory program for marijuana dispensaries. Project time is anticipated to not exceed 10 to 12 months.

The balance of this report addresses current trends related to the legalized use of marijuana both in California and nationally.

**SUPPLEMENTAL INFORMATION:** If voters do approve *Proposition 64*, it would not mark the first time California and Californians addressed the marijuana legalization issue; nor has California been the first state to do so. In 1973, Oregon became the first state to decriminalize marijuana use. Decriminalization of marijuana treats the possession of small amounts of the drug as a civil, rather than a criminal offense.

California followed Oregon in 1975, with the *Moscone Act* (SB 95), which made possession of one ounce (28.5 grams) a misdemeanor punishable by a \$100 fine, with higher punishments for amounts greater than one ounce for possession on school grounds or for cultivation. *Proposition 36 (the Substance Abuse and Crime Prevention Act of 2000)* requires that first- and second-offense drug violators be sent to drug treatment programs.

***Proposition 215, the Compassionate Use Act.*** The marijuana legalization movement did not take another significant step forward until 1996, when California became the first state to establish a medical marijuana program, enacted by *Proposition 215 (the Compassionate Use Act)* in 1996.

*Proposition 215* added Section 11362.5 to the California Health and Safety Code, modifying state law to allow people with cancer, anorexia, AIDS, spasticity, glaucoma, arthritis, migraines, or other chronic illnesses the “legal right to obtain or grow and use marijuana for medical purposes when recommended by a doctor.” In addition, physicians have recommended marijuana for hundreds of indications including such common complaints as insomnia, PMS, post-traumatic stress, depression, and substance abuse.

Under *Proposition 215*, patients are entitled to whatever amount of marijuana is necessary for their personal medical use. However, patients can be arrested if they exceed reasonable amounts and they can be cited or fined for exceeding local laws.

*People v. Mower.* A landmark State Supreme Court decision, *People v. Mower* holds that patients have the same right to marijuana as to any legally prescribed drug. Under *Mower*, patients who have been arrested can request dismissal of charges at a pre-trial hearing. If the defendant convinces the court that the prosecution hasn't established probable cause that it wasn't for medical purposes, criminal charges are dismissed. Failing this, the patient goes on to trial, where the prosecution must prove “beyond a reasonable doubt” that the defendant is guilty. Those who have had their charges dropped may file to have their property returned and claim damages.

*Proposition 215* also mandated that doctors not be punished for recommending

marijuana use, and required that federal and state governments work together "to implement a plan to provide for the safe and affordable distribution of marijuana to all patients in medical need."

*Conant v. Walters*. Physicians are protected from federal prosecution for recommending marijuana by the Ninth Circuit Court of Appeals decision in *Conant v. Walters (2002)*. In *Conant*, a unanimous Ninth Circuit Court of Appeals held that the federal government could not punish, or threaten to punish, a doctor merely for telling a patient that his or her use of marijuana for medical use is proper.

Because it remains illegal for a doctor to "aid and abet" a patient to obtain marijuana or conspire with him or her to do so, the court drew the line between protected First Amendment speech and prohibited conduct as follows: "A physician may discuss the pros and cons of medical marijuana with his or her patient, and issue a written or oral recommendation to use marijuana within a bona fide doctor-patient relationship without fear of legal reprisal." The physician is thus protected regardless of whether he/she anticipates that the patient will, in turn, use this recommendation to obtain marijuana in violation of federal law. On the other hand, the physician may not actually prescribe or dispense marijuana to a patient, or recommend it with the specific intent that the patient will use the recommendation like a prescription to obtain marijuana. Despite the latter part of this ruling, there have been no criminal or administrative proceedings against doctors to date.

The federal government petitioned the U.S. Supreme Court for review of the Ninth Circuit's decision in *Conant*. The petition was denied in October 2003 and the order has remained in place.

Vague wording became a major criticism of *Proposition 215*, though the law has since been clarified through California Supreme Court rulings and the passage of subsequent laws. In January, 2010, the California Supreme Court ruled that legislative amendments to *Proposition 215* were illegal, and all limits on medical marijuana in California were lifted. Presently, within California, medical marijuana users with a valid recommendation from a physician may grow and possess as much marijuana as they require, provided that it is strictly for personal use.

Although *Proposition 215* allows patients to grow their own medicine/marijuana, landlords are not legally obliged to allow it. Under the *Proposition 215* umbrella, many cities and counties have passed zoning ordinances that restrict where patients can grow marijuana and, in some cases, outlawing cultivation altogether.

**Senate Bill 420, the *Medical Marijuana Protection Act*.** Senate Bill 420 (SB 420, the *Medical Marijuana Protection Act*) was signed into law by Governor Gray Davis as California Health and Safety Code (HSC) Section 11362.7-.83. The law broadens *Proposition 215* protections to transportation (HSC 11360) and other offenses; allows patients to form medical cultivation "collectives" or "cooperatives"; and establishes a voluntary state ID card system run through county health departments.

Within the context of a bona fide collective or caregiver relationship, SB 420 provides protection against charges for possession of marijuana for sale (HSC 11359); transportation, sale, giving away, and furnishing of marijuana (HSC 11360); and providing or leasing a place for distribution of a controlled substance (HSC 11366.5 and 11570). Collectives may scale the SB 420 limits to the number of members, but

large gardens are always suspect to law enforcement. In particular, grows over 100 plants risk five-year mandatory minimum sentences under federal law. Many local governments have moved to ban or sharply restrict the right of patients to grow collectively. Policy varies greatly around the state.

Medical marijuana ID cards are issued through the California Department of Public Health's **Medical Marijuana Program (MMP)**. To differentiate patients from non-patients, SB 420 also allows for the formation of patient collectives (or non-profit organizations) to provide the drug to patients. Patients are not required to get an ID card to enjoy the protection of *Proposition 215*, but a state card can provide an extra measure of protection against arrest. Patients and caregivers can generally obtain state ID cards through the health departments of the county where they live. The state ID card system has safeguards to protect patient privacy. Police and employers cannot track down patients through the registry.

SB 420 bans marijuana smoking in non smoking zones, within 1,000 feet of a school or youth center except in private residences; on school buses, in a motor vehicle that is being operated, or while operating a boat. Patients are advised to be discreet or consume oral preparations in public.

**Marijuana Possession Reclassified as Violation.** In September 2010, Governor Arnold Schwarzenegger signed into law Senate Bill 1449, effectively reducing the charge of possession of up to one ounce of marijuana from a misdemeanor to a violation, similar to a traffic violation, with a \$100 fine and no mandatory court appearance or criminal record. To this day, marijuana remains decriminalized in California.

***Ross v Raging Wire* – Rights of Employer to Terminate.** The California Supreme Court has ruled that employers have a right to drug test and fire patients who test positive for marijuana, regardless of their medical use (*Ross v Raging Wire*, 2008). Some employers will excuse patients if they present a valid *Proposition 215* medical recommendation. Marijuana use is never permitted in jobs with federal drug testing regulations, such as the transportation industry.

**Medical Marijuana Regulation and Safety Act (MMRSA).** In 2015, Governor Brown signed into law three bills (Assembly Bill 243, Assembly Bill 266, and Senate Bill 643) that create a licensing and regulatory framework for medical marijuana. MMRSA creates a new state agency within the Department of Consumer Affairs to develop rules and licensing procedures for authorized medical marijuana clinics. Clinics must be compliant with local guidelines before receiving a state license; and once licensed, clinics will be permitted to operate on a "for profit" basis. However, the new regulations will not override municipal moratoriums, nor prohibit the collection of local sales taxes on marijuana purchases in communities that presently impose them. The new law took effect on January 1, 2016; however, promulgated regulations are not expected until early 2017 and licensing is not anticipated to begin until early 2018. Facilities currently operating in accordance with state and local laws may continue to do so until such time as their license applications are approved or denied. Prospective applicants may apply to the state Board of Equalization for a Resale Permit and seek approval from local agencies.

Under MMRSA, qualified patients can cultivate up to 100 square feet of cannabis for personal medical use, and primary caregivers with five or fewer patients are allowed up

to 500 square feet. Exemptions under MMRSA do not prohibit local governments from further restricting or banning the cultivation, manufacture or transport of Medical Marijuana — an action taken by the Montclair City Council earlier this year.

MMRSA legislation constitutes the following:

- AB 243. The bill requires the Department of Food and Agriculture, the Department of Pesticide Regulation, the State Department of Public Health, the Department of Fish and Wildlife, and the State Water Resources Control Board to promulgate regulations or standards relating to medical marijuana and its cultivation. AB 243 also requires various state agencies to take specified actions to mitigate the impact that marijuana cultivation has on the environment.

Each licensee under the act would be assessed a licensure and renewal fee, with collected fees deposited into the Medical Marijuana Regulation and Safety Act Fund. Certain fines and civil penalties can be assessed for specified violations of the Medical Marijuana Regulation and Safety Act, with penalties to be deposited into the Medical Cannabis Fines and Penalties Account. Moneys in the fund are available upon appropriation by the Legislature.

- AB 266. The bill enacts the Medical Marijuana Regulation and Safety Act for the licensure and regulation of medical marijuana and establishes within the Department of Consumer Affairs the Bureau of Medical Marijuana Regulation, under the supervision and control of the Director of Consumer Affairs.

The Board of Equalization, in consultation with the Department of Food and Agriculture, is required to adopt a system for reporting the movement of commercial marijuana and related products.

Fines and civil penalties are collected for specified violations of the act, with penalties deposited into the Medical Cannabis Fines and Penalties Account. Actions of licensees with the relevant local permits, are not offenses subject to arrest, prosecution, or other sanction under state law.

- SB 643. The bill sets forth standards for a physician and surgeon prescribing medical marijuana and requires the Medical Board of California to prioritize its investigative and prosecutorial resources to identify and discipline physicians and surgeons that have repeatedly recommended excessive marijuana to patients for medical purposes.

The Bureau of Medical Marijuana is to require an applicant furnish a full set of fingerprints for criminal history record checks and prohibits a physician and surgeon who recommends cannabis to a patient for a medical purpose from accepting, soliciting, or offering any form of remuneration from a facility licensed under MMRSA.

The Department of Consumer Affairs is given sole authority to create, issue, renew, discipline, suspend, or revoke licenses for the transportation and storage, unrelated to manufacturing, of medical marijuana, and authorizes the department to collect fees for its regulatory activities.

The Department of Food and Agriculture administers provisions associated

with the cultivation, and transportation of, medical marijuana.

The State Department of Public Health administers provisions related to the manufacturing and testing of medical marijuana. Counties are authorized to impose a tax upon specified marijuana-related activity.

SB 643 also sets forth standards for the licensed cultivation of medical marijuana, including, but not limited to, establishing duties relating to the environmental impact of marijuana and related products. The bill also establishes state cultivator license types.

***Proposition 64 – The Control, Regulate, and Tax Adult Use of Marijuana Act.*** On November 8, 2016, California voters will consider *Proposition 64*, the *Control, Regulate and Tax Adult Use of Marijuana Act*, an initiative that, if approved, would legalize adult possession and use of marijuana in the state.

According to the California Legislative Analyst’s Office, the measure would change California law in the following substantive ways:

1. Legalize the recreational possession, cultivation, and sale of marijuana and the cultivation of industrial hemp;
2. Individuals 21 years of age or older would be allowed to possess, cultivate, and sell marijuana;
3. The state would regulate commercial activities related to commerce for recreational use;
4. The state would impose a 15% retail excise tax and an additional state cultivation tax on marijuana of \$9.25 per ounce of flowers or \$2.75 per ounce of leaves, with exceptions for qualifying medical marijuana businesses for five years in order to deter the “unreasonable restraints competition by creation or maintenance of unlawful monopoly power;”
5. Possession and cultivation of certain amounts of marijuana for personal use would be legalized statewide;
6. State agencies would be designated to license and regulate the marijuana industry;
7. Establishes packaging, labeling, advertising, and marketing standards and restrictions for marijuana products;
8. Allows local regulation and taxation of marijuana;
9. Prohibits marketing and advertising of marijuana to minors;
10. Authorizes resentencing and destruction of records for prior marijuana convictions; and
11. Implements other provisions related to (1) rights of employers; (2) driving under the influence of marijuana; and (3) marijuana business locations.

The Legislative Analyst also predicts that Proposition 64, if approved, would result in net reduced public agency enforcement costs in the range of tens of millions of dollars annually, potentially exceeding \$100 million annually. Net additional state and local

tax revenues could potentially range from the high hundreds of millions of dollars annually to over \$1 billion annually related to the production and sale of marijuana. Industry analysts believe the positive economic impact would be far greater, with some analysts predicting California, which is already the nation’s leading producer of marijuana, may become a tourist destination for buyers of marijuana, bringing in additional revenues from tourists for food, recreation, lodging, and retail.

Current polls show *Proposition 64* leading by at least 60 percent among likely voters.

The legalization of adult recreational use of marijuana first occurred in 2012, when advocates achieved their first statewide victories in Colorado and Washington. Two years later, voters in Oregon and Alaska approved adult recreational use, moving President Obama to declare, *“It would not make sense for us [Federal drug enforcement agencies] to see a top priority as going after recreational users [of marijuana] in states that have determined that it’s legal.”*

In November 2016 as many as nine states will consider ballot initiatives that would legalize either medical or adult recreational use of marijuana, including California, Arizona, Connecticut, Delaware, Hawaii, Illinois, Nevada, Florida, and Maine. States where proponents are currently seeking legalization of medical and/or recreational use of marijuana through respective legislatures include Vermont, Kentucky, Massachusetts, Ohio, Michigan, Rhode Island, Missouri, Pennsylvania, Utah, and Arkansas. It is the potential passage of adult use in California, however, that may have national, if not international impact on the legalization movement for adult recreational marijuana use.

**Table 1**, below, demonstrates that as of June 2016, four states have legalized adult recreational use of marijuana.

**Table 1**

**Summary of U.S. States that Legalized Adult Recreational Marijuana**

State	Year Passed	How Passed	Possession Limit
1. Alaska	2014	Ballot Measure 2	1 oz. usable (dried leaves); 24 plants, commercially licensed cultivation
2. Colorado	2012	Amendment 64	1 oz. usable; 1 oz. gifting to others; 6 plants individual, commercially licensed cultivation
3. Oregon	2014	Measure 91	8 oz. usable; 4 plants; 72 oz. infused liquids (e.g., drinks); 16 oz. infused solids (e.g., baked goods); 1 oz. oil; 25% tax rate; commercially licensed cultivation
4. Washington	2000	Ballot Amendment 20	1 oz. usable; 6 plants (3 mature, 3 immature); 72 oz. infused products; 16 oz. infused solids; commercially licensed cultivation

**Table 2**, on the following page, demonstrates that as of June 2016, twenty-five states and the District of Columbia have enacted legislation legalizing the use of Medical Marijuana.

**Table 2**  
**Summary of U.S. States that Legalized Medical Marijuana**

State	Year Passed	How Passed (Yes Vote)	Possession Limit
1. Alaska	1998	Ballot Measure 8 (58%)	1 oz. usable; 6 plants (3 mature, 3 immature)
2. Arizona	2010	Proposition 203 (50.13%)	2.5 oz. usable; 12 plants
3. California	1996	Proposition 215 (56%)	8 oz. usable; 6 mature or 12 immature plants
4. Colorado	2000	Ballot Amendment 20 (54%)	2 oz. usable; 6 plants (3 mature, 3 immature)
5. Connecticut	2012	House Bill 5389 (96-51 H, 21-13 S)	2.5 oz. usable
6. Delaware	2011	Senate Bill 17 (27-14 H, 17-4 S)	6 oz. usable
7. Hawaii	2000	Senate Bill 862 (32-18 H; 13-12 S)	4 oz. usable; 7 plants
8. Illinois	2013	House Bill 1 (61-57 H; 35-21 S)	2.5 ounces of usable cannabis during a period of 14 days
9. Maine	1999	Ballot Question 2 (61%)	2.5 oz. usable; 6 plants
10. Maryland	2014	House Bill 881 (125-11 H; 44-2 S)	30-day supply, amount to be determined
11. Massachusetts	2012	Ballot Question 3 (63%)	60-day supply for personal medical use (10 oz.)
12. Michigan	2008	Proposal 1 (63%)	2.5 oz. usable; 12 plants
13. Minnesota	2014	Senate Bill 2470 (46-16 S; 89-40 H)	30-day supply of non-smokable marijuana
14. Montana	2004	Initiative 148 (62%)	1 oz usable; 4 plants (mature); 12 seedlings
15. Nevada	2000	Ballot Question 9 (65%)	2.5 oz usable; 12 plants
16. New Hampshire	2013	House Bill 573 (284-66 H; 18-6 S)	Two ounces of usable cannabis during a 10-day period
17. New Jersey	2010	Senate Bill 119 (48-14 H; 25-13 S)	2 oz usable
18. New Mexico	2007	Senate Bill 523 (36-31 H; 32-3 S)	6 oz usable; 16 plants (4 mature, 12 immature)
19. New York	2014	Assembly Bill 6357 (117-13 A; 49-10 S)	30-day supply non-smokable marijuana
20. Ohio	2016	House Bill 523 (71-26 H; 18-15 S)	Maximum of a 90-day supply, amount to be determined
21. Oregon	1998	Ballot Measure 67 (55%)	24 oz usable; 24 plants (6 mature, 18 immature)
22. Pennsylvania	2016	Senate Bill 3 (149-46 H; 42-7 S)	30-day supply
23. Rhode Island	2006	Senate Bill 0710 (52-10 H; 33-1 S)	2.5 oz usable; 12 plants
24. Vermont	2004	Senate Bill 76 (22-7) HB 645 (82-59)	2 oz usable; 9 plants (2 mature, 7 immature)
25. Washington	1998	Initiative 692 (59%)	24 oz usable; 15 plants
26. District of Columbia	2010	Amendment Act B18-622 (13-0)	2 oz dried; limits on other forms to be determined

**Federal Law.** In view of the fact that states have moved to decriminalize the medical and adult recreational use of marijuana, what is the evolving position of federal authorities?

Under the U.S. Controlled Substances Act, possession of any marijuana is a misdemeanor and cultivation is a felony. A Supreme Court ruling, *Gonzalez v Raich* (June 2005), rejected a constitutional challenge by two patients who argued that their personal medical use cultivation should be exempt from federal law because it did not affect interstate commerce. Despite this ruling, federal officials have stated they will not seek prosecution of, or go after individual patients.

In October 2011 an extensive and coordinated crackdown on California's marijuana dispensaries was announced by the chief prosecutors of the state's four Federal districts, leading to concern among advocates and patients that a *de facto* nullification of state medical marijuana laws was on the horizon. This effort, however, was reversed by the Obama Administration and the Justice Department, when the President announced there would be no effort to use federal laws to inhibit states that approved Medical Marijuana use.

Thus, while the use, possession, sale, cultivation, and transportation of marijuana is technically illegal under federal law, the federal government has articulated that if a state passes a law to decriminalize marijuana for recreational or medical use, they can do so, under the condition that a regulation system for marijuana is in place. Individual state laws do not always conform to the federal standard, sometimes meeting with mixed success.

The US Department of Justice classifies marijuana as a Schedule 1 drug under the *Controlled Substances Act* (CSA) — the CSA was enacted in 1970. Under the CSA, the federal government categorizes drugs based on their medical value and potential for abuse. If substances have no potential for abuse, they are not controlled; if they do, they are classified in one of five schedules of decreasing severity. In any event, the Obama administration has backed away from aggressive enforcement practices related to marijuana.

Drugs in Schedule 1 (heroin, LSD, ecstasy, and marijuana) are deemed as having “no current accepted medical use” and a high potential for abuse. Schedule 2 drugs (morphine, fentanyl, and methadone) are seen as having a high potential for abuse but some medical value. Schedules 3 – 5 contain drugs of medical value and decreasing potential for abuse. Each schedule is regulated with correspondingly less strictness.

Critics of the inclusion of marijuana in Schedule 1 argue it shows potential therapeutic value for ailments including chronic pain and epilepsy. Critics also argue that schedule placements are arbitrary, noting that alcohol and tobacco are not in any schedule despite their susceptibility for abuse while others, like cocaine, are placed in more lax schedules on the basis of limited medical use. Conversely, opponents of marijuana legalization argue the reported harm marijuana does to society and the mental and physical health and welfare of users and their families. In fact, because marijuana has been classified as a Schedule 1 drug since 1970, there have been only limited studies, producing statistics that are used to support either position. Removal of marijuana from Schedule 1 would facilitate studies to conclusively establish its medical relevance.

A bill before Congress referred to as the *Respect States and Citizens Rights Act*, aims to amend the CSA to exclude any state that has legalized marijuana from marijuana-related provisions of the CSA. Furthermore, in a letter distributed earlier in May 2016,

the Drug Enforcement Administration (DEA) announced it will decide whether to change the federal status of marijuana in 2016. In the letter, the DEA apparently references a 2011 petition to reschedule marijuana to Schedule 2, a process that would take up to a year to complete as new regulatory rules are crafted. The move would also remove some of the logistical hurdles and academic taboos limiting marijuana research. It is unclear if a Schedule 2 reclassification would affect the hurdle related to business practices, including the lack of banking services, which can affect both Schedule 1 and 2 drugs.

During the term of his presidency, President Obama has been reluctant to use executive action to reschedule marijuana; although it may be an action he takes during his final year in office. Several members of Congress including Senators Kristen Gillibrand, Cory Booker Jeffrey Merkley, and Barbara Boxer and Representatives Earl Blumenauer, Jared Polis, Tel Lieu, and Dana Rohrabacher have reportedly urged the Obama administration to remove marijuana from Schedule 1 to allow for expanded medical research.

**FISCAL IMPACT:** The cost to hire The HDL Companies to develop a Marijuana Management Program will vary based on the menu of options selected. However, total costs is not expected to exceed \$99,750. All fees are recoverable through implementation of a cost recovery program related to regulatory control of dispensaries. City staff will avail themselves only to those services deemed essential to full development of a Marijuana Management Program.

Components of the fee plan include the following:

- Objective 1. Subject Expertise/Technical Support – approximately \$10,000
- Objective 2. Program Oversight/Management – approximately \$15,000
- Objective 3. Application Development and Support – approximately \$47,250
- Objective 4. Inspection/Interview Services – approximately \$10,000
- Objective 5. City Council Workshop – approximately \$2,500
- Objective 6. Cost Recovery/Fiscal Analysis – approximately \$15,000

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

1. Enter into Agreement No. 16-73 with the HDL Companies to develop a Marijuana Management Program; and
2. Authorize the allocation of up to \$99,750 from the General Fund Operating Reserve Budget for the purpose of developing a Marijuana Management Program in consultation with the HDL Companies.

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 16-74 WITH THE HOPE THROUGH HOUSING FOUNDATION TO PROVIDE AN AFTER-SCHOOL PROGRAM AT SAN ANTONIO VISTA AND VISTA DEL CIELO APARTMENTS	<b>DATE:</b> August 1, 2016
	<b>SECTION:</b> AGREEMENTS
	<b>ITEM NO.:</b> 8
	<b>FILE I.D.:</b> HSV030
	<b>DEPT.:</b> HUMAN SVCS.

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**REASON FOR CONSIDERATION:** The City Council is requested to consider accepting funds from the Hope through Housing Foundation to provide an After-School Program (ASP) at the San Antonio Vista Apartments Community Center and Vista Del Cielo Apartments.

A copy of proposed Agreement No. 16-74 is attached for the City Council's review and consideration.

**BACKGROUND:** For more than ten years, the Hope through Housing Foundation, a nonprofit corporation, has offered quality after-school academic and enrichment programs to residents and neighbors of the affordable housing communities of National Community Renaissance of California. These programs are offered at no cost to participants and take place in onsite community centers at National Community Renaissance of California developments, allowing children to come home to a familiar and welcoming environment.

The Montclair Community Collaborative (MCC) was organized in 1996 as a partnership of the City of Montclair, the Ontario-Montclair School District, nonprofit agencies, colleges, businesses, and residents to strengthen the community. The Collaborative works to provide "a quality community for all by working together as diverse, committed individuals and organizations." It engages in ongoing strategic planning in order to identify resources and develop services for children, youth, and adults in the community. The City of Montclair has provided an After-School Program since 1999 serving the social, emotional, and educational needs of children in the community.

Because of the success of the Montclair Community Collaborative and of the City's current ASP, the Hope through Housing Foundation has partnered with the City to provide an ASP at the San Antonio Vista Apartments Community Center and Vista Del Cielo Apartments. The ASP will be operated Monday through Thursday afternoons from 3:00 p.m. to 6:00 p.m. Approval of Agreement No. 16-74 would allow the City of Montclair's After-School Program to continue its partnership with the Hope through Housing Foundation.

The term of proposed Agreement No. 16-74 is August 1, 2016, through May 31, 2017.

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Prepared by: <u><i>M. Richter</i></u>	Fiscal Impact Finance Review: <u><i>Donald L. Parker</i></u>
Proofed by: <u><i>Michelle Castillo</i></u>	Reviewed and Approved By: <u><i>M. Richter</i></u>

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**FISCAL IMPACT:** Hope through Housing Foundation will fund up to \$38,708.21 toward After-School Program services and an initial payment of \$3,870.82 to the City is due upon signing of the agreement. Thereafter, billing of actual costs up to a not-to-exceed amount of \$3,870.82 is due monthly (within 30 days of each month end). The Adopted Budget for Fiscal Year 2016-17 included \$34,670 for this program. It is requested that the Fiscal Year 2016-17 Adopted Budget be adjusted to recognize the additional funding and cost to a maximum of \$38,708.21.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 16-74 with the Hope through Housing Foundation to continue to provide an After-School Program at the San Antonio Vista Apartments Community Center and Vista Del Cielo Apartments and that the City Council approve the adjustment of the Fiscal Year 2016-17 Adopted Budget to recognize a total estimated revenue and cost of the program to be \$38,708.21.



**SERVICES/FACILITY AGREEMENT  
SAN ANTONIO VISTA APARTMENTS COMMUNITY CENTER**

This Facilities Use Agreement (the “**Agreement**”) is made and entered into this **1st** day of August of **2016** by and between City of Montclair, a California nonprofit, hereinafter referred to as the **PROVIDER**, and the Hope Through Housing Foundation a nonprofit corporation, hereinafter referred to as **HOPE**, with reference to the following recitals of fact:

R E C I T A L S:

- A. **WHEREAS**, **HOPE** is the agency contracted to manage the SAN ANTONIO VISTA Apartment Community Center (the **CENTER**) in the affordable housing developments known as SAN ANTONIO VISTA Apartments and VISTA DEL CIELO Apartments (the **PROJECTS**).
- B. **WHEREAS**, **HOPE** is able to provide space at the SAN ANTONIO VISTA Apartment Community Center (the **CENTER**) and VISTA DEL CIELO Apartments for programming available from the **PROVIDER**.
- C. **WHEREAS**, such programming is deemed to be of benefit to the residents of the SAN ANTONIO VISTA Apartments and VISTA DEL CIELO Apartments Neighborhoods.
- D. **WHEREAS**, the **PROVIDER** desires to provide certain social services, including, without limitation, after school services described in Exhibit A attached hereto and incorporated herein by this reference (“**PARTNER Activities**”) to residents of the Projects.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

A G R E E M E N T:

**1. PROVIDER**

- (a) Commencing on the date hereof, the **PROVIDER** shall provide eight months and two weeks of **SERVICES** at the Property to residents of the Projects and surrounding community pursuant to the terms of this Agreement. For purposes hereof, “**PARTNER Activities**” shall mean all of the services set forth on Exhibit A attached hereto, as well as such other services as the **PROVIDER**, or its affiliates, typically provide to participants of their programs.
- (b) To ensure the safety of all participants, the **PROVIDER** agrees to provide staffing to adequately service program attendees.
- (c) It is understood that at a minimum the “**PARTNER**” Program will be operated on Monday through Thursday from 3-6 p.m. to facilitate on site program support,

enroll new attendees and answer questions. These hours are subject to change by either party to this agreement based on need or space availability. Request for changes to be done via mail.

- (d) Time Schedules and use of areas or departments will be regulated by the staff of the **PROVIDER** with the knowledge and consent of the managing personnel of **HOPE**.
- (e) The minimum and maximum number of individuals to be enrolled in each class/activity is to be co-determined by the **PROVIDER** and **HOPE** personnel. The maximum number will be determined by the available seats/space.
- (f) Individuals to be enrolled in the classes shall be admitted to the program by **PROVIDER** personnel.
- (g) **PROVIDER** teachers/staff/volunteers will be responsible for all progress reports and evaluation of student/participant performance, if applicable.
- (h) **PROVIDER** shall obtain a written release of liability from each student/participant participating in the class/services offered by the **PROVIDER**. In the event the student/participant is a minor, **PROVIDER** will obtain a permission slip from the parent or guardian. Release of Liability Forms are available from HOPE Staff.
- (i) The **PROVIDER** will ensure that all staff will be properly trained and arrive on site prepared to run planned program as well as ensure that all onsite personnel are fingerprinted and screened in accordance with the laws of the State of California.

## 2. Term.

(a) The initial term of this Agreement (the “**Initial Term**”) shall commence on **August 1, 2016** and shall continue until **May 31, 2017**; however, notwithstanding anything to the contrary set forth herein, either **HOPE** or the **PROVIDER** may terminate this Agreement at any time, with or without cause, on thirty (30) days prior written notice to the other party hereto. Further, HOPE may terminate the Agreement immediately upon any material breach of the agreement by the **PROVIDER**. **This agreement may be extended beyond the period by agreement of both parties.**

(b) Upon expiration of the Initial Term, as well as any annual term thereafter, the term of this Agreement shall be re-negotiated and new commencement and termination dates determined.

## 3. Cost.

(a) The initial cost of programming for the period of **August 1, 2016 to May 31, 2017** will be said amount of **\$38,708.21**. This cost covers staff ing and operating costs as set forth on **Exhibit B**, attached hereto. **Monthly payments are not to exceed \$3,870.82 per month.**

(b) Upon expiration of agreement, programming cost will be re-negotiated with no automatic renewals set in place for said cost agreement.

(c) **Monthly Actual costs** will be invoiced to **HOPE** thereafter for services provided **and are not to exceed \$3,870.82 per month**. **PROVIDER** is responsible for programming costs **not to exceed** total cost of contract amount of **\$38,708.21 for the period of 8/01/16 to 5/31/17**. Any unused portion of contract will be subject to forfeiture by **PROVIDER**. Payment will be due within **30** days of receipt of invoice.

**4. Reporting.**

(a) The **PROVIDER** staff will cooperate with **HOPE** and NATIONAL COMMUNITY RENAISSANCE staff to collect and compile data for the purposes of community needs assessment and program evaluation.

(b) The **PROVIDER** will inform **HOPE** of intent to participate in program evaluation activities initiated by any internal or external organization and will furnish copies of resulting reports and, where possible, data.

(c) The **PROVIDER** shall prepare and submit to the **HOPE** management staff, on a monthly basis, a report of services provided for documentation purposes of which said document will be provided by the **HOPE** management staff.

(d) The **PROVIDER** shall further provide supporting documentation on a monthly basis of program costs. The documents of support acceptable are but not limited to staff time sheets, receipts for items purchased to support programming on site, mileage sheets, and payroll itemized documents per site staff employee.

**5. Permitted Use.** The **PROVIDER** shall use only those portions of the Property designated by **HOPE** for the “**PROVIDER’S** Program” and for no other use without **HOPE’S** prior written consent, which consent may be withheld in **HOPE’S** sole and absolute discretion. The **PROVIDER’S** use of the Property as provided in this Agreement shall be in accordance with the following terms and conditions:

(a) The **PROVIDER** shall not do, bring or keep anything in on or about the Property that will cause a cancellation, suspension, or activation of an exclusion of any insurance coverage covering the Property and/or the Project.

(b) The **PROVIDER** shall strictly comply with all local, state and federal laws, rules and regulations relating to the use of the Property.

(c) The **PROVIDER** shall not use the Property, or any portion of the Projects, in a manner that will constitute waste, nuisance or unreasonable annoyance to owners, residents or occupants of adjacent properties or buildings, or occupants of the Projects, including, without limitation, the use of loudspeakers or sound or light apparatus that can be heard or seen outside the Projects.

(d) The **PROVIDER** shall not do anything at the Property that will cause damage to the Projects. No machinery, apparatus or other appliances shall be used or operated in or on the Property or the Projects that will in any manner injure, vibrate or shake the Projects.

(e) The **PROVIDER** agrees to maintain the space, site and equipment provided by **HOPE** in the same condition as provided, and to monitor students/participants adequately to ensure only normal and reasonable wear and tear.

(f) The **PROVIDER** agrees to assume the cost of repairs to space, site and/or equipment provided by **HOPE** if abnormal or unreasonable wear and tear results from **PROVIDER’S** use.

6. **Alterations.** The **PROVIDER** shall not make any alterations to the Projects and/or the Property without **HOPE'S** prior written consent, which consent may be withheld in **HOPE'S** sole and absolute discretion.

7. **Exculpation and Indemnity.**

(a) **HOPE** shall not be liable to the **PROVIDER** for any damage to the **PROVIDER** or the **PROVIDER'S** property from any cause, except such damage that may be caused by the intentional misconduct or gross negligence of **HOPE'S** agents, contractors, employees or invitees (but expressly excluding tenants of the Projects and their respective invitees). Except as specified in the preceding sentence, the **PROVIDER** waives all claims against **HOPE** for damages to personal property arising for any reason.

(b) The **PROVIDER** shall indemnify, defend with counsel acceptable to **HOPE**, protect and hold **HOPE** harmless from and against any and all claims, losses, damages, demands, liabilities, and expenses, including, without limitation, reasonable attorney fees, arising from the **PROVIDER'S** use or occupancy of the Property and/or the Projects, or from the conduct of the **PROVIDER'S** business, or from any activity, work or things done, permitted or suffered by the **PROVIDER** in, on or about the Property or elsewhere, and shall further indemnify, defend, protect and hold harmless **HOPE** from and against any and all claims, losses, damages, demands, liabilities and expenses, including, without limitation, reasonable attorney fees, arising from any breach or default in the performance of any obligation of the **PROVIDER** to be performed under the terms of this Agreement, or arising from any negligence of the **PROVIDER**, or any of the **PROVIDER'S** agents, contractors, employees or invitees.

(c) **HOPE** shall indemnify, defend, protect and hold the **PROVIDER** harmless from and against any and all claims, losses, damages, demands, liabilities, and expenses, including, without limitation, reasonable attorney fees, arising from any breach or default in the performance of any obligation of **HOPE** to be performed under the terms of this Agreement, or arising from any negligence of **HOPE**, or any of **HOPE'S** agents, contractors, employees or invitees.

8. **Insurance.**

(a) The **PROVIDER**, at its sole cost and expense, shall maintain and keep in full force and effect, workers' compensation, abuse and molestation, and liability insurance coverage with such carriers and within such limits as set forth in this Agreement and as **HOPE** shall require. Without limiting the generality of the foregoing, the **PROVIDER** shall maintain liability insurance in the amount of not less than \$1,000,000 combined single limit. The **PROVIDER** shall provide **HOPE** with duplicate originals or appropriate certificates of insurance verifying such coverage and an endorsement acceptable to **HOPE** before commencing services under this Agreement. The **PROVIDER** shall name all additional insured as required by **HOPE** in a separate communication.

(b) All insurance required by this Agreement shall be effective under policies issued by issuers of recognized responsibility, licensed or permitted to do business in the State of California.

(c) No required insurance policy shall be subject to any of the following events: cancellation, reduction in coverage or limits, or non-renewal, except after notice in writing shall have been sent by registered mail addressed to **HOPE**, not less than thirty (30) days prior to the effective date of such event. The **PROVIDER** shall, at least thirty (30) days prior to the expiration of any such policy, furnish **HOPE** with renewals or "binders" thereof or **HOPE** may order such insurance and charge the cost thereof to the **PROVIDER**, which amount shall be payable by the **PROVIDER** upon written demand.

(d) **PROVIDER** shall require carriers of above-coverage's to waive all rights to subrogation regarding the acts of **HOPE** and its officers, employees, agents, volunteers, contractors, and sub-contractors. Policies are required to be primary and non-contributory.

(e) **HOPE** is not liable for any premiums charged for coverage's, even if **HOPE** (and its employees, agents, officials, and volunteers) are named as additional insured. **HOPE** and Southern California Housing Development Corporation are not deemed partners or joint ventures with provider in the operation.

(f) In accordance with the State of California compensation laws, the **PROVIDER** shall maintain workers' compensation and employers' liability insurance for all persons employed by the **PROVIDER** in performance of services set forth herein. Such workers' compensation insurance shall cover liability within statutory limits for compensation based upon death or bodily injury claims made by, for or on behalf of any person incurring or suffering injury or death in connection with the operations by the **PROVIDER** on the Property. The **PROVIDER** shall provide **HOPE** with a certificate verifying such coverage or endorsement acceptable to **HOPE** before commencing services under this Agreement. Such policy shall require thirty (30) days notice to **HOPE** in writing prior to cancellation, termination or expiration of any kind.

**9. Assignment.** The **PROVIDER** shall not assign its interest in this Agreement without **HOPE'S** prior written consent, which consent may be withheld in **HOPE'S** sole and absolute discretion. Any assignment made without **HOPE'S** consent shall be void. The **PROVIDER** recognizes and acknowledges that its obligation to provide **SERVICES** under this Agreement is not an ordinary obligation and that **HOPE** would not enter into this Agreement except in reliance on the **PROVIDER'S** expertise and reputation, **HOPE'S** knowledge of the **PROVIDER**, and **HOPE'S** understanding that this Agreement is in the nature of an agreement involving personal services. **HOPE** is relying on the **PROVIDER'S** expertise and prior experience to develop the **SERVICES** at the Projects in accordance with the terms of this Agreement.

**10. Subordination.** This Agreement is and shall be junior and subordinate to any encumbrance now of record and any encumbrances recorded after the date of this Agreement affecting the Property. If any lender or other entity requires that this Agreement be expressly subordinated to any encumbrance now or in the future, this Agreement shall be subordinated to such encumbrance pursuant to a document which is in form and substance acceptable to **HOPE** and such lender. The **PROVIDER** shall execute, acknowledge, if appropriate, and deliver to **HOPE** or any other party a written agreement required by any lender to accomplish the purposes of this subparagraph.

**11. Notices.** Any notice or communication that either party desires or is required to give to the other party under this Agreement shall be in writing and either served personally or sent by prepaid first class mail in the United States, or by reputable overnight courier. Any notice or communication that either party desires or is required to give to the other party shall be delivered to the following addresses:

If to **HOPE**:                      Hope Through Housing Foundation  
   C/O Jeré Thrasher  
   9421Haven Avenue  
   Rancho Cucamonga, CA. 91730  
   909/483-2444

If to PROVIDER: CITY OF MONTCLAIR  
C/O Laura Floyd-Cole  
5111 Benito Street  
Montclair, CA 91763  
909/625-9458

Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated (a) upon delivery, if personally delivered, (b) within forty-eight (48) hours from the time of mailing, if mailed in the United States mail return receipt requested, or (c) within twenty-four (24) hours from the time of mailing, if mailed by overnight courier.

**12. Delay and Waiver.**

(a) No delay or omission in the exercise of any right or remedy by **HOPE** upon any default by the **PROVIDER** shall impair such right or remedy or be construed to be a waiver.

(b) **HOPE'S** consent to or approval of any act by the **PROVIDER** requiring **HOPE'S** consent or approval shall not be deemed to waive or render unnecessary **HOPE'S** consent to or approval of any subsequent act by the **PROVIDER**.

**13. Sale or Transfer.** If the legal owner of the Projects sells or transfers all or any portion of the Property or the Project, **HOPE**, upon consummation of the sale or transfer, shall be released from any and all liability under this Agreement, including, without limitation, the obligation or liability to pay any further amounts pursuant to any Budget.

**14. No Discrimination.** There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the use, occupancy, tenure or enjoyment of the Property, nor shall the **PROVIDER** or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of individuals served at the Property.

**15. Hazardous Materials.**

(a) For purposes of this Agreement, "Hazardous Materials" shall mean petroleum, asbestos, flammable explosives, radioactive materials, hazardous wastes, toxic substances and hazardous substances and related materials identified under any federal, state or local law.

(b) The **PROVIDER** shall not permit or allow the use of any Hazardous Materials in on or under the Property and/or the Projects in connection with any of its activities on the Property and/or the Projects. The **PROVIDER** shall indemnify, defend, protect and hold harmless **HOPE**, its employees, officers, partners and agents from and against any and all loss, cost, damage, liability and expense, including, without limitation, reasonable attorneys' fees and costs of investigation, arising as a result of the use, transfer, storage or disposal of any Hazardous Materials in, on or under the Property and/or the Projects by, through or under the **PROVIDER**, its agents or employees. The **PROVIDER'S** obligations hereunder shall survive the termination of this Agreement.

16. **Miscellaneous.**

- (a) **Time of Essence.** Time is of the essence of each provision of this Agreement.
- (b) **Successors.** Subject to paragraph 8 above, this Agreement shall be binding on, and inure to the benefit of, the successors and assigns of the parties hereto.
- (c) **Exhibits.** All exhibits referred to in this Agreement are attached to this Agreement and incorporated herein by this reference.
- (d) **California Law.** This Agreement shall be construed in, and interpreted in accordance with, the laws of the State of California.
- (e) **Integrated Agreement; Modification.** This Agreement contains all of the agreements of the parties hereto with respect to the subject matter hereof, and cannot be amended or modified except by a written agreement.
- (f) **Severability.** The enforceability, invalidity or illegality or any provision hereof shall not render the other provisions of this Agreement unenforceable, invalid or illegal.
- (g) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same instrument.
- (h) **Permits, Licenses and Approvals.** **PROVIDER** is required to obtain and maintain all necessary permits, licenses, and approvals from any applicable local, state and federal agency. **PROVIDER** is further responsible for any clean up and must comply with all health and safety standards set by any governmental agency.
- (i) **Advertising and Promotional Materials.** Any and all advertising promotion or notice of services provided must obtain prior approval by **HOPE** before distribution.

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

**HOPE THROUGH HOUSING FOUNDATION**

**CITY OF MONTCLAIR**

\_\_\_\_\_  
Jeré Thrasher  
Chief Operating Officer

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

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

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

**ATTEST:**

\_\_\_\_\_  
Andrea M. Phillips  
Deputy City Clerk

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

## **EXHIBIT A**

### **CITY OF MONTCLAIR**

#### **CITY OF MONTCLAIR will:**

Ensure contact is made with the Senior Director of Operations for Hope Through Housing (HTHF) [cgaray@hthf.org](mailto:cgaray@hthf.org) before the commencement of services at SAN ANTONIO VISTA.

#### **Programming**

- Follow Hope's curricular guidelines and include the following program components (attachment A)
  - Improved academic readiness (homework completed)
  - Increased future orientation and outlook
  - Decreased tolerance for Bullying/Violence

#### **Recruitment/Retention**

- Develop and distribute marketing materials for programs and services.
- Maintain a minimum average daily/attendance of 15.
- Support marketing and recruitment for additional Hope services (e.g., Supplemental Education Services).
- Develop community engagement strategies to increase attendance and participation.

#### **Communication**

- Establish a 10-15 minute monthly meeting with assigned region Services Coordinator.
- Immediately notify the HOPE Services Coordinator and the Senior Director of any program closures or minimum days.
- Immediately notify the HOPE Services Coordinator of any injuries or incidents. (attachment B)
- Include the HOPE Services Coordinator in City Of Montclair planning, educational and community events as appropriate.
- Participate in trainings, monthly phone check-ins, and quarterly City of Montclair meetings led by HOPE.
- Record enrollment and attendance using HOPE's Attendance Tracking Sheet (Attachment C)

#### **Billing**

- Submit monthly invoices to Business Manager Gabriela Hoffman [ghoffman@nationalcore.org](mailto:ghoffman@nationalcore.org) along with the Attendance Tracking Sheet.
- Direct any questions regarding invoices and billing to Gabriela Hoffman

#### **Program Development and Sustainability**

- Support HOPE's fundraising and grant writing strategy for all services and/or services at SAN ANTONIO VISTA.
- Submit a copy of the previous month's activities, classes, and special events to Services Coordinator and Senior Director.
- Ensure that all program staff have passed background checks.

- Conduct pre and posts surveys of all students enrolled and submit them to Hope’s Fund Development Department. (Attachment D)
- Ensure that a minimum of two staff are present during program hours at all times.
- Follow HOPE’s program guidelines and Program Logic Model. (Attachment E)
- Participate in HOPE’s program promotion events, such as community meetings and events.
- Give residents of SAN ANTONIO VISTA “first priority” in any and all services being offered.
- Provide proper liability insurance coverage for all employees engaging in business activities at the Center.
- Adequately supervise daily program operations.
- Maintain a clean facility during all seasons of programming (fall and summer), cleaning supplies will be provided by property management.

**HOPE will:**

**Recruitment/Retention**

- Assist in developing community engagement strategies to increase attendance and participation.

**Communication**

- Support City of Montclair communication with Property Management.
- Participate in City of Montclair planning, educational and community events as appropriate.

**Program Development and Sustainability**

- Negotiate a state snack program contract for the site, where possible.
- Provide technical assistance and capacity building support that may include program observations, meetings, trainings, workshops, access to print materials, or other activities that promote program sustainability.
- Provide access to computers, furniture, and some program supplies to be used by community members.
- Assist in the collection of evaluative program data and access to this data by City of Montclair staff.
- Commit to City of Montclair vision and mission.
- Provide access by City of Montclair to the Center, including priority for programming, meetings, and access to office space where available.
- Pursue sustainable funding, separately or jointly, to maintain uninterrupted programs and services being provided for the mutual benefit of all entities and community members.
- Provide ongoing maintenance, routine cleaning/supplies, repairs, etc. including deep cleanings throughout the program year to be done by property management.

**Quality Assurance**

- Hope services coordinator will conduct quarterly evaluations of all learning centers and report findings to Property Management and the Senior Director.

**EXHIBIT B**  
**CITY OF MONTCLAIR**  
**SAN ANTONIO VISTA**  
Budget for August 1, 2016 – May 31, 2017

**PAYMENT SCHEDULE**

- Initial Payment of \$3,870.82 is due upon signing and upon receipt of initial invoice.
- Monthly invoices are due within **30 days** of the end of the month to be paid.
- Invoices will not be paid if attendance information is not sent to appropriate Hope Through Housing Foundation staff member as directed.
- Monthly invoices are not to exceed: \$3,870.82.

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 16-75 WITH THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR ACCEPTANCE OF A SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT	<b>DATE:</b> August 1, 2016
	<b>SECTION:</b> AGREEMENTS
	<b>ITEM NO.:</b> 9
	<b>FILE I.D.:</b> PDT905
	<b>DEPT.:</b> POLICE

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 16-75 with the California Office of Traffic Safety for acceptance of the Federal Fiscal Year 2016-17 Selective Traffic Enforcement Program (STEP) grant. The program is designed to reduce traffic-related deaths and injuries through directed traffic enforcement operations, provide educational programs, and promote awareness campaigns that deter impaired and distracted driving.

A copy of proposed Agreement No. 16-75 is attached for the City Council's review and consideration. A copy of the grant proposal is included as an insert in the City Council's agenda packets.

**BACKGROUND:** The Police Department recently received notification from OTS that its application for funding a traffic safety program was approved in the amount of \$62,052. Participation in the grant program would require the City to pay the initial costs for personnel overtime, equipment, and incidentals and invoice OTS for reimbursement of all costs incurred during the grant period of October 1, 2016, through September 30, 2017.

Acceptance of the grant agreement would enable the Police Department to further accomplish the goals and objectives established for the Department's Traffic Safety Division. The funded strategies of STEP include, but are not limited to, training of sworn personnel in impaired driving recognition and enforcement; DUI checkpoints and saturation patrols; distracted driving enforcement; educational presentations; and implementation of public awareness campaigns designed to educate the public on occupant protection, pedestrian and bicycle safety, and the dangers of impaired and distracted driving.

Through grant funding, the Police Department would purchase, educational materials, bicycle safety equipment, and lighting equipment for use during checkpoints and other operations, all of which would be reimbursed through the grant.

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

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**FISCAL IMPACT:** If approved, the net cost to the City would be zero. The City's General Fund would be required to pay the initial costs of personnel overtime, equipment, and incidentals totaling \$62,502, and that amount would be reimbursed from the OTS grant. Additional budgetary appropriations and grant revenue would be necessary for the additional costs and grant reimbursements in the General Fund and the Safety Department Grant Fund.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 16-75 with the California Office of Traffic Safety for acceptance of a Selective Traffic Enforcement Program grant.

<b>1. GRANT TITLE</b> <b>SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP)</b>	
<b>2. NAME OF AGENCY</b> <b>CITY OF MONTCLAIR</b>	<b>4. GRANT PERIOD</b>
<b>3. AGENCY UNIT TO ADMINISTER GRANT</b> <b>MONTCLAIR POLICE DEPARTMENT</b>	From: 10/1/16 To: 9/30/17
<b>5. GRANT DESCRIPTION</b> Best practice strategies will be conducted to reduce the number of persons killed and injured in traffic collisions involving impairment and other primary collision factors. The funded strategies may include enforcement operations focusing on impaired driving, distracted driving, nighttime seat belt use, motorcycle safety, and pedestrian and bicycle safety. Operations are conducted in areas with disproportionate numbers of traffic collisions. Other funded strategies may include public awareness, educational programs and training for law enforcement.	
<b>6. FEDERAL FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED: \$ 62,052.00</b>	
<b>7. TERMS AND CONDITIONS:</b> The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> <li>• Schedule A (OTS-38b) – Problem Statement, Goals and Objectives and Method of Procedure</li> <li>• Schedule B (OTS-38d) – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)</li> <li>• Schedule B-1 (OTS-38f) – Budget Narrative and Sub-Budget Narrative (if applicable)</li> <li>• Exhibit A –Certifications and Assurances</li> <li>• Exhibit B* - OTS Grant Program Manual</li> </ul> <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: <a href="http://www.ots.ca.gov">www.ots.ca.gov</a>.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
<b>8. APPROVAL SIGNATURES</b>	
<b>A. GRANT DIRECTOR</b> NAME: <b>Brian Ventura</b> PHONE: <b>909-448-3609</b> TITLE: <b>Lieutenant</b> FAX: <b>909-626-4892</b>  ADDRESS: <b>4870 Arrow Highway</b> <b>Montclair, CA 91763</b>  E-MAIL: <b>bventura@cityofmontclair.org</b>  _____ <i>(Signature)</i> <i>(Date)</i>	<b>B. AUTHORIZING OFFICIAL OF AGENCY</b> NAME: <b>Paul M. Eaton</b> PHONE: <b>909-625-9400</b> TITLE: <b>Mayor</b> FAX: <b>909-621-1584</b>  ADDRESS: <b>5111 Benito Street</b> <b>Montclair, CA 91763</b>  E-MAIL: <b>peaton@cityofmontclair.org</b>  _____ <i>(Signature)</i> <i>(Date)</i>
<b>C. FISCAL OR ACCOUNTING OFFICIAL</b> NAME: <b>Donald Parker</b> PHONE: <b>909-625-9418</b> TITLE: <b>Finance Director</b> FAX: <b>909-621-1584</b> ADDRESS: <b>5111 Benito Street</b> <b>Montclair, CA 91763</b>  E-MAIL: <b>dparker@cityofmontclair.org</b>  _____ <i>(Signature)</i> <i>(Date)</i>	<b>D. OFFICE AUTHORIZED TO RECEIVE PAYMENTS</b> NAME: <b>Administrative Services</b> ADDRESS: <b>5111 Benito Street</b> <b>Montclair, CA 91763</b>  <b>9. DUNS NUMBER</b> DUNS #: <b>084976919</b> REGISTERED ADDRESS & ZIP: <b>5111 Benito Street</b> <b>Montclair, CA 91763-2808</b>

<b>EFFECTIVE DATE OF AGREEMENT:</b> 10/1/2016	<b>GRANTEE</b> CITY OF MONTCLAIR	<b>GRANT NO.</b> PT1773
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10. Fin Action No. 1 Date: 7/1/2016	<b>12. TYPE OF AGREEMENT</b>		Initial	X	Revision	Cont.
	PAID MEDIA	PROGRAM INCOME	TASK NO.	F.F.Y.		
Revision No. Date:			2	2017		

**11. Action Taken**

Initial approval of 2017 HSP funds obligated.

<b>13. FUNDING DISPOSITION &amp; STATUS</b>	
Fiscal Year	Amount
2016-17	62,052.00
2015-16	
2014-15	
2013-14	
Total	62,052.00
Obligated This Action	62,052.00
Previously Obligated	0.00
Total Amount Obligated	62,052.00
<b>TOTAL FUNDS PROGRAMMED</b>	<b>62,052.00</b>

**14. FUNDING DETAIL - FISCAL YEAR GRANT PERIOD ENDING: 9/30/2017**

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164AL	20.608	0521-0890-101 (10/15)	2015	10/15	2015	\$ 22,000.00
402PT	20.600	0521-0890-101 (10/15)	2015	10/15	2015	\$ 15,000.00
164AL	20.608	0521-0890-101 (BA/16)	2016	BA/16	2016	\$ 15,052.00
402PT	20.600	0521-0890-101 (BA/16)	2016	BA/16	2016	\$ 10,000.00
-	-	-	-	-	-	\$ -
-	-	-	-	-	-	\$ -
-	-	-	-	-	-	\$ -
-	-	-	-	-	-	\$ -
<b>TOTAL FEDERAL FUNDS:</b>						<b>\$ 62,052.00</b>

**15. GRANT APPROVAL & AUTHORIZATION TO EXPEND OBLIGATED FUNDS**

A. APPROVAL RECOMMENDED BY	B. AGREEMENT & FUNDING AUTHORIZED BY
<b>NAME:</b> RON MILLER <b>TITLE:</b> Program Coordinator <b>PHONE:</b> (916) 509-3020 <b>E-MAIL:</b> ron.miller@ots.ca.gov Office of Traffic Safety 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758  Signature _____	<b>NAME:</b> RHONDA L. CRAFT <b>TITLE:</b> Director  Office of Traffic Safety 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758  Signature _____

**GRANTS MADE EASY - STEP**  
**SCHEDULE A**  
**GRANT DESCRIPTION**  
**GRANT NO. PT1773**

PAGE 1

**1. PROBLEM STATEMENT**

The City of Montclair covers 5.3 square miles. The city's population has steadily grown with the addition of new residential developments over the past ten years. The 2010 Census reflects a population of 36,664 residents; however, according to American Fact Finder, the estimated population of Montclair is 38,465 as of July 1, 2014, an increase of 4.9%. A new 385-unit multifamily residential development opened in late 2014, bringing an estimated 1,000 new residents, and an additional residential development with multifamily units and single family detached homes recently opened, welcoming additional residents. Two new commercial centers are currently under construction, and at least three additional commercial and industrial development projects are under review and/or approved by the planning commission. Along with this added citizenry and commercial development comes added traffic, further taxing the city's roadways.

While the residential, commercial, and transitory population has and will continue to grow, the Montclair Police Department's front line law enforcement staffing has not. The increase in population and commercial development coupled with staffing shortages of sworn personnel, currently down 13% due to vacancies and other factors, significantly diminishes the department's ability to effectively address traffic enforcement related concerns.

The incidence of alcohol-related collisions in the City of Montclair has been fairly consistent over the past three years, with 34 occurring in 2014 (15 of which resulted in death or injury). Between 2010 and 2013, the rate of DUI arrests progressively decreased from 153 to 110 respectively. However, during 2014, officers arrested and removed 156 impaired motorists from the city's roadways. Of the 156 DUI arrests made in 2014, 14 involved injury collisions while 20 involved non-injury collisions, representing 21.79% of overall DUI arrests made in 2014. Subsequently, 177 DUI arrests were made in 2015, of which 40 resulted in traffic collisions (14 injury-related). The mere fact that 177 impaired drivers navigated the roadways demonstrates the frightening possibility for increased injuries and even death.

The occurrence of injury collisions in Montclair has been a continual problem over the past three years. During 2012, a total of 460 collisions occurred in Montclair with 199 (43.26%) resulting in injury. Similarly, in 2013 there were 442 collisions, 200 (44.25%) of which involved injury. 435 collisions were reported to California Highway Patrol (SWITRS) in 2014. However, if non-reportable counter reports are factored in, 478 collisions occurred, 229 of which involved injury. Among the victims were 14 bicyclists and 20 pedestrians.

2015 saw a decline in the number of traffic collisions reflected on the CHP SWITRS report. While in-house data reflects a total of 526 traffic collisions, SWITRS data indicates 377 total collisions—a difference of 149. This is due to two factors—first, the Police Department received FFY2015 OTS funding to perform a Selective Traffic Enforcement Program, through which the agency's Traffic Enforcement Division was reinstated. This enabled the department to conduct high-visibility traffic enforcement through deployment of two motor officers and additional sworn personnel conducting DUI checkpoints, DUI saturation patrols, primary collision factor enforcement operations, and a host of other traffic-related operations. Since reinstating the Traffic Enforcement Division, traffic-related citations have increased from 5,409 in 2014 to 8,080 in 2015, a 49.38% increase, and DUI arrests have increased from 156 in 2014 to 177 in 2015. The

**GRANTS MADE EASY - STEP  
SCHEDULE A  
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other consideration is that counter traffic collision reports are not forwarded to California Highway Patrol (CHP) for inclusion in SWITRS data because they are unsubstantiated.

According to SWITRS and in-house data, the top four primary collision factors in Montclair for the previous three years, 2012 through 2014, have consistently been unsafe speed, unsafe turning movements, red light violations, and failure to yield/left turn or u-turn. As a matter of fact, during 2013, officers issued 387 citations for unsafe speed and 389 for failure to stop for a red signal. During 2014, 324 citations were issued for unsafe speed and 497 for failure to stop for a red signal.

Collisions due to unsafe speed is a direct correlation to the findings in the City's Engineering and Traffic Survey (speed survey) conducted in May of 2011. With the development of the North Montclair Downtown Specific Plan, the City's engineering department anticipates increased traffic volumes on Monte Vista Avenue, Central Avenue, and a significant increase on Arrow Highway.

A search of the police department's in-house data revealed the top five intersections with regard to collisions are as follows:

<u>Ranking</u>	<u>Intersection</u>	<u>Total Collisions</u>
1	Central Avenue / San Bernardino Street Based on the 85 <sup>th</sup> percentile, no recommendation was made to change the listed speed limit of 40 mph according to the 2011 speed survey.	16
2	Mission Boulevard / Ramona Avenue This segment of Ramona Avenue increased based on the 85 <sup>th</sup> percentile as a result of the 2011 speed survey.	14
3	Central Avenue / Moreno Street This segment of Moreno Street increased based on the 85 <sup>th</sup> percentile as a result of the 2011 speed survey.	13
4	I-10 Freeway / Monte Vista Boulevard This segment of Monte Vista Boulevard increased based on the 85 <sup>th</sup> percentile as a result of the 2011 speed survey	11
5	Monte Vista Avenue / Palo Verde Street This segment of Moreno Street increased based on the 85 <sup>th</sup> percentile as a result of the 2011 speed survey.	11

Drivers utilizing cellular phones and texting are also a serious concern for the department. While officers issued 133 citations in 2014 (117 cell phone and 16 texting), this number increased 47.01% (201 cell phone and 50 texting) in 2015. With regard to seat belt violations, 47 citations were issued in 2011, 22 citations in 2012, and 21 citations in 2013, a 55.32% decrease. In 2011 only 31 citations were issued for child safety restraint violations, 17 in 2012, and 15 citations were issued in 2013, a 51.61% decrease. However, while conducting operations under the FFY2015 STEP, officers cited 54 motorists for seat belt violations and 36 for child safety seat violations in 2014. During 2015, 94 motorists were cited for seat belt violations and 55

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for child safety seat violations. FFY2017 OTS STEP funding is critical for the City of Montclair in order to continue this upward trend in traffic enforcement and effecting real and lasting change.

Based on the above identified traffic concerns, the goal of the Montclair Police Department is to continue to focus its enforcement efforts in the area of traffic enforcement, specifically with regard to occupant safety, motorists travelling at unsafe speeds and failing to stop for red lights, as well as DUI enforcement to remove impaired drivers from the city's roadways.

The focus of Montclair's traffic enforcement efforts is all persons who utilize roadways within the city. Our overall objective is making Montclair's roadways safe for members of the community as well as transitory motorists conducting business or visiting our city through increased traffic enforcement and education.

Montclair residents are impacted by impaired and distracted drivers, unlicensed drivers or drivers who have otherwise had their driving privileges suspended or revoked, all of whom pose a significant risk of injury or death, not only to themselves, but to their passengers, other motorists, pedestrians, and bicyclists either by unsafe speed or other moving violations.

Of great concern is the perception by some that the behavior of these drivers is acceptable. This is further evident by our recent speed survey which indicates that higher speeds, previously deemed unsafe, are now the norm and acceptable.

**A. Traffic Data Summary:**

Collision Type	2013				2014				2015			
	Collisions		Victims		Collisions		Victims		Collisions		Victims	
Fatal	1		1		2		2		0		0	
Injury	200		282		239		317		246		349	
	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured
Alcohol - Involved	1	13	1	15	1	14	1	16	0	16	0	26
Hit & Run	0	16	0	16	1	22	1	24	0	22	0	29
Nighttime (2100-0259 hours)	0	8	0	10	0	28	0	39	0	23	0	45
<b>Top 3 Primary Collision Factors</b>									Fatal	Injury	Killed	Injured
#1 -	VC 22350 Unsafe Speed								0	40	0	53
#2 -	VC 22107 Unsafe Turning Movements								0	19	0	20
#3 -	VC 21453 Failure to Stop for a Red Light								0	29	0	55

**2. PERFORMANCE MEASURES**

**A. Goals:**

**GRANTS MADE EASY - STEP  
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- 1) Reduce the number of persons killed in traffic collisions.
- 2) Reduce the number of persons injured in traffic collisions.
- 3) Reduce the number of persons killed in alcohol-involved collisions.
- 4) Reduce the number of persons injured in alcohol-involved collisions.
- 5) Reduce the number of persons killed in drug-involved collisions.
- 6) Reduce the number of persons injured in drug-involved collisions.
- 7) Reduce the number of persons killed in alcohol/drug combo-involved collisions.
- 8) Reduce the number of persons injured in alcohol/drug combo-involved collisions.
- 9) Reduce the number of motorcyclists killed in traffic collisions.
- 10) Reduce the number of motorcyclists injured in traffic collisions.
- 11) Reduce hit & run fatal collisions.
- 12) Reduce hit & run injury collisions.
- 13) Reduce nighttime (2100 - 0259 hours) fatal collisions.
- 14) Reduce nighttime (2100 - 0259 hours) injury collisions.
- 15) Reduce the number of bicyclists killed in traffic collisions.
- 16) Reduce the number of bicyclists injured in traffic collisions.
- 17) Reduce the number of pedestrians killed in traffic collisions.
- 18) Reduce the number of pedestrians injured in traffic collisions.

**B. Objectives:**

- 1) Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at [pio@ots.ca.gov](mailto:pio@ots.ca.gov), and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.

**GRANTS MADE EASY - STEP  
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- 2) Participate in the following campaigns:
  - National Walk to School Day – October 5, 2016
  - National Teen Driver Safety Week – October 16-22, 2016
  - NHTSA Winter Mobilization – December 16, 2016 to January 1, 2017
  - National Distracted Driving Awareness Month – April 2017
  - National Bicycle Safety Month – May 2017
  - National Motorcycle Safety Month – May 2017
  - National Click It or Ticket Mobilization – May 17-20, 2017
  - NHTSA Summer Mobilization – August 19, 2017 to September 6, 2017
  - National Child Passenger Safety Week – September 17-23, 2017
  - California’s Pedestrian Safety Month – September 2017
- 3) Develop (by December 31) and/or maintain a “HOT Sheet” program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.
- 4) Send **12** law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hour) POST-certified training.
- 5) Send **12** law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.
- 6) Conduct **2** DUI/DL Checkpoints. *Note: A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the NHTSA Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint operation. For combination DUI/DL checkpoints, departments should issue press releases that mention DL’s will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoint operations should read “DUI/Driver’s License Checkpoint Ahead.” OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoint operations that begin prior to 1800 hours.*
- 7) Conduct **11** DUI Saturation Patrol operation(s).
- 8) Conduct **2** Traffic enforcement operation(s), including but not limited to, primary collision factor violations.
- 9) Conduct **1** Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.
- 10) Conduct **1** Night-time (1800 - 0559 hours) Click It or Ticket enforcement operation(s).

**GRANTS MADE EASY - STEP**  
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11) Conduct **1** highly publicized Pedestrian and Bicycle enforcement operation(s) in areas of or during events with a high number of pedestrian and/or bicycle collisions resulting from violations made by pedestrians, bicyclists, and drivers. *Note: It is recommended the grantee issue an advance press release and conduct social media activity prior to each operation to publicize and raise awareness about pedestrian and bicycle safety issues.*

12) Conduct **6** Traffic Safety educational presentations with an effort to reach **300** community members. *Note: Presentations may include topics such as distracted driving, DUI, speed, pedestrian and bicycle safety, seatbelts and child passenger safety.*

*NOTE: Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives hereunder.*

**3. METHOD OF PROCEDURE**

**A. Phase 1 - Program Preparation, Training and Implementation (1<sup>st</sup> Quarter of Grant Year)**

- The department should develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- All training should be conducted this quarter.
- All grant-related purchases should be made this quarter.
- In order to develop/maintain the “HOT Sheets,” research will be conducted to identify the “worst-of-the-worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The HOT Sheets may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. HOT Sheets should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high collision locations.

**B. Phase 2 - Program Operations (Throughout Grant Year)**

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

**Media Requirements**

**GRANTS MADE EASY - STEP  
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- Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at [pio@ots.ca.gov](mailto:pio@ots.ca.gov), with a copy to your OTS Coordinator.
  - a) If an OTS template-based press release is used, the OTS PIO and Coordinator should be copied when the release is distributed to the press. If an OTS template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead time would be 10-20 days prior to the release date to ensure adequate turn-around time.
  - b) Press releases reporting the results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
  - c) Activities such as warrant service operations and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Include the OTS logo, space permitting, on grant-funded print materials; consult your OTS Coordinator for specifics.

**C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)**

- Agencies are required to collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Statistical data relating to the grant goals and objectives will be collected, analyzed, and incorporated in Quarterly Performance Reports (QPRs). QPRs for the quarter ending September 30 will include year-to-date comparisons of goals and objectives. If required, a separate quarterly data reporting form will be completed each quarter and submitted as part of the QPR.

**GRANTS MADE EASY - STEP  
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- Reports will compare actual grant accomplishments with the planned accomplishments. They will include information concerning changes made by the Grant Director in planning and guiding the grant efforts.
- Reports shall be completed and submitted in accordance with OTS requirements as specified in the Grant Program Manual.

**4. METHOD OF EVALUATION**

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

**5. ADMINISTRATIVE SUPPORT**

This program has full support of the City of Montclair. Every effort will be made to continue the activities after the grant conclusion.

SCHEDULE B  
 DETAILED BUDGET ESTIMATE  
 GRANT NO. PT1773

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL	20.608	Minimum Penalties for Repeat Offenders For Driving While Intoxicated	\$ 37,052.00
402PT	20.600	State and Community Highway Safety	\$ 25,000.00

COST CATEGORY	FISCAL YEAR ESTIMATES 10/1/16 thru 9/30/17			TOTAL COST TO GRANT
	CFDA	FY-1		
<b>A. PERSONNEL COSTS</b>				
Positions and Salaries				
<b>Overtime</b>				
DUI Checkpoints	20.608	\$ 11,599.00		\$ 11,599.00
DUI Saturation Patrols	20.608	\$ 19,600.00		\$ 19,600.00
Benefits @ 1.450%	20.608	\$ 453.00		\$ 453.00
Traffic Enforcement	20.600	\$ 3,564.00		\$ 3,564.00
Distracted Driving	20.600	\$ 1,782.00		\$ 1,782.00
Night-time Click It or Ticket	20.600	\$ 1,782.00		\$ 1,782.00
Pedestrian and Bicycle Enforcement	20.600	\$ 1,782.00		\$ 1,782.00
Traffic Safety Educational Presentations	20.600	\$ 2,673.00		\$ 2,673.00
Benefits @ 1.450%	20.600	\$ 168.00		\$ 168.00
Category Sub-Total		\$ 43,403.00		\$ 43,403.00
<b>B. TRAVEL EXPENSE</b>				
In-State	20.600	\$ 1,149.00		\$ 1,149.00
Category Sub-Total		\$ 1,149.00		\$ 1,149.00
<b>C. CONTRACTUAL SERVICES</b>				
Phlebotomist	20.608	\$ 400.00		\$ 400.00
Category Sub-Total		\$ 400.00		\$ 400.00
<b>D. EQUIPMENT</b>				
None		\$ -		\$ -
Category Sub-Total		\$ -		\$ -
<b>E. OTHER DIRECT COSTS</b>				
DUI Checkpoint Supplies	20.608	\$ 5,000.00		\$ 5,000.00
Bicycle Helmets	20.600	\$ 6,300.00		\$ 6,300.00
Bicycle Safety Equipment	20.600	\$ 4,800.00		\$ 4,800.00
Educational Materials	20.600	\$ 1,000.00		\$ 1,000.00
Category Sub-Total		\$ 17,100.00		\$ 17,100.00
<b>F. INDIRECT COSTS</b>				
				\$ -
Category Sub-Total		\$ -		\$ -
<b>GRANT TOTAL</b>		<b>\$ 62,052.00</b>		<b>\$ 62,052.00</b>

SCHEDULE B-1  
GRANT NO. PT1773

**BUDGET NARRATIVE**

Page 1

**PERSONNEL COSTS**

**Overtime**

Overtime for grant funded law enforcement operations may be conducted by personnel such as a Lieutenant, Sergeant, Corporal, Deputy, Officer, Reserve Officer, Community Services Officer, Dispatcher, etc., depending on the titles used by the agency and the grantee's overtime policy. Personnel will be deployed as needed to accomplish the grant goals and objectives.

Costs are estimated based on an overtime hourly rate range of \$12.59/hour to \$74.01/hour.

Overtime reimbursement will reflect actual costs of the personnel conducting the appropriate operation up to the maximum range specified.

**Overtime Benefit Rates**

Medicare	1.45%
<b>TOTAL BENEFIT RATE</b>	<b>1.45%</b>

**TRAVEL EXPENSE**

**In State**

Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. *All conferences, seminars or training not specifically identified in the Schedule B-1 (Budget Narrative) must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.*

**CONTRACTUAL SERVICES**

**Phlebotomist** - to draw and collect blood samples from suspected DUI drivers on scene as evidence in support of DUI convictions in a court of law (\$200 per operation).

**EQUIPMENT**

NONE

**OTHER DIRECT COSTS**

SCHEDULE B-1

GRANT NO. PT1773

**BUDGET NARRATIVE**

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**DUI Checkpoint Supplies** - on-scene supplies needed to conduct sobriety checkpoints. Costs may include 28” traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. *Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.*

**300 Bicycle Helmet(s)** - helmets to be distributed during bicycle rodeos and other bicycle safety related events.

**Bicycle Safety Equipment** – safety equipment such as bicycle headlights/taillights, reflectors, and reflective arm and leg bands to be distributed during bicycle rodeos and other bicycle safety related events.

**Educational Materials** – costs of purchasing, developing or printing brochures, pamphlets, fliers, coloring books, posters, signs, and banners associated with grant activities, and traffic safety conference and training materials. Items shall include a traffic safety message and if space is available the OTS logo. *Additional items may be purchased if approved by OTS.*

**INDIRECT COSTS**

**PROGRAM INCOME**

There will be no program income generated from this grant.

**EXHIBIT A**  
**CERTIFICATIONS AND ASSURANCES**

Page 1

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR §18.12.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1200—Uniform Procedures for State Highway Safety Grant Programs

**NONDISCRIMINATION**

The Grantee Agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, *et seq.*), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all sub-recipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, *et seq.*), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

## EXHIBIT A

### CERTIFICATIONS AND ASSURANCES

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#### **BUY AMERICA ACT**

The Grantee Agency will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

#### **POLITICAL ACTIVITY (HATCH ACT)**

The Grantee Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

#### **CERTIFICATION REGARDING FEDERAL LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## EXHIBIT A

### CERTIFICATIONS AND ASSURANCES

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#### RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

##### Instructions for Primary Certification

1. By signing and submitting this grant agreement, the Grantee Agency Official is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Grantee Agency Official to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Grantee Agency Official knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The Grant Agency Official shall provide immediate written notice to the department or agency to which this grant agreement is submitted if at any time the Grantee Agency Official learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *grant agreement*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this grant agreement is being submitted for assistance in obtaining a copy of those regulations.
6. The Grantee Agency Official agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

## EXHIBIT A

### CERTIFICATIONS AND ASSURANCES

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7. The Grantee Agency Official further agrees by submitting this grant agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

#### **Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions**

(1) The Grantee Agency Official certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this grant agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/grant agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the Grantee Agency Official is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this grant agreement.

**EXHIBIT A**  
**CERTIFICATIONS AND ASSURANCES**

**Instructions for Lower Tier Certification**

1. By signing and submitting this grant agreement, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this grant agreement is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, grant agreement, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this grant agreement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this grant agreement that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

EXHIBIT A

CERTIFICATIONS AND ASSURANCES

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this grant agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant agreement.

## AGENDA REPORT

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**SUBJECT:** CONSIDER ADOPTION OF RESOLUTION NO. 16-3133 AUTHORIZING PLACEMENT OF ASSESSMENTS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH ACCOUNTS

**DATE:** August 1, 2016

**SECTION:** RESOLUTIONS

**ITEM NO.:** 1

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

**DEPT.:** ADMIN. SVCS.

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**REASON FOR CONSIDERATION:** There are 670 outstanding liens on properties for collection of delinquent civil debts owed to the City for sewer and trash service. Placement of assessments on these properties would assist in more timely collection of these delinquent accounts.

**BACKGROUND:** The City Council authorized the placement of 856 liens on properties for delinquent sewer and trash charges on the following dates:

<u>Date</u>	<u>No. of Liens</u>
October 5, 2015	123
November 2, 2015	154
February 1, 2016	137
March 7, 2016	154
June 6, 2016	130
July 5, 2016	<u>158</u>
Total	856

Of these 856 properties, liens have been cleared from 186 of them.

It is recommended that assessments, which are collected with the property tax, be placed on the remaining 670 properties. This would result in more timely collection of the delinquencies than the lien process, which generates payment only upon sale or refinancing of the property.

In addition to the regular bimonthly billings, we have sent bimonthly letters to these property owners advising them of their delinquencies. They received two notifications when the liens were placed and were again notified on June 30, 2016, that the action proposed this evening would be considered by the City Council.

**FISCAL IMPACT:** Recoverable amount is \$239,728.36.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 16-3133 authorizing placement of assessments on certain properties for delinquent sewer and trash charges as listed on Exhibit A of said Resolution.

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Prepared by: Cathy Shaws Fiscal Impact Finance Review: Donald L. Parker

Proofed by: Janet Kulleck Reviewed and Approved By: Donald L. Parker

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**RESOLUTION NO. 16-3133**

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

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

**WHEREAS**, City Council has recently placed property liens on 856 properties on which there are delinquent civil debts for unpaid sewer and trash charges; and

**WHEREAS**, the lien amount was paid on 186 of these accounts; and

**WHEREAS**, it is appropriate to also place assessments on these 670 properties as identified on Exhibit A of this Resolution to further encourage the payment of these charges owed to the City; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair does hereby approve the placement of assessments on the properties and in the amounts specified in Exhibit A, entitled "August 2016 - Property Assessments."

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

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

\_\_\_\_\_  
Mayor

**ATTEST:**

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

I, Andrea M. Phillips Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 16-3133 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

**Exhibit A to Resolution No. 16-3133  
August 2016 – Property Assessments**

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
11225	Ada Avenue		505.70	330.33	836.03	Residential
11246	Ada Avenue	300.20			300.20	Residential
4334	Alamitos Street	300.21			300.21	Residential
5356	Alamitos Street	300.20	307.72	308.55	916.47	Residential
5371	Alamitos Street			271.72	271.72	Residential
4575	Allesandro Street	449.75	324.18	310.36	1,084.29	Residential
4667	Allesandro Street	300.20	307.72	308.55	916.47	Residential
9910	Amherst Avenue	300.21	307.72	308.55	916.48	Residential
10360	Amherst Avenue	398.78	812.13	863.41	2,074.32	Multi-family
10421	Amherst Avenue	572.30	596.20	602.70	1,771.20	Multi-family
10431	Amherst Avenue	586.55	597.77	602.88	1,787.20	Multi-family
11141	Amherst Avenue			284.51	284.51	Residential
11142	Amherst Avenue			305.61	305.61	Residential
11151	Amherst Avenue		447.88	501.06	948.94	Residential
4320	Appaloosa Way			318.49	318.49	Residential
4432-34	Bandera Street	714.07	560.89	547.91	1,822.87	Multifamily
4624	Bandera Street	1,053.10	1,119.14	1,273.45	3,445.69	Multi-family
5075	Bandera Street			305.57	305.57	Residential
5105	Bandera Street	393.34	316.02		709.36	Residential
5205	Bandera Street		398.10	318.49	716.59	Residential
5207	Bandera Street			272.38	272.38	Residential
5209	Bandera Street		328.73	310.86	639.59	Residential
5211	Bandera Street			442.35	442.35	Residential
5217	Bandera Street		313.35		313.35	Residential
5217	Bandera Street			309.18	309.18	Residential
5231	Bandera Street		305.79	308.34	614.13	Residential
5235	Bandera Street			484.43	484.43	Residential
5243	Bandera Street		310.49	313.06	623.55	Residential
5598	Bandera Street		280.57	305.57	586.14	Residential
9934	Bel Air Avenue		286.42	289.89	576.31	Senior
9939	Bel Air Avenue	297.43	307.42	308.52	913.37	Residential
9982	Bel Air Avenue	300.20	307.72	308.55	916.47	Residential
10145	Bel Air Avenue	300.18	305.78	308.34	914.30	Residential
10551	Belgian Place	300.20	305.78	308.34	914.32	Residential
4400	Benito Street	300.20	307.72	308.55	916.47	Residential
4460	Benito Street	300.20	307.72	308.55	916.47	Residential
5389	Benito Street		308.06	309.10	617.16	Senior
5429	Benito Street	301.77	307.90	308.56	918.23	Residential
9590	Benson Avenue	300.20		307.72	607.92	Residential
9656	Benson Avenue		400.05	318.71	718.76	Residential
10248	Benson Avenue		349.14		349.14	Residential
4843	Berkeley Street	392.53	317.88	341.57	1,051.98	Residential
5382	Berkeley Street	300.20	307.72	308.55	916.47	Residential
4531	Bodega Court	421.71	319.14		740.85	Residential
9512	Bolton Avenue	392.53			392.53	Residential
9598	Bolton Avenue	300.20	307.72	308.55	916.47	Residential
4541	Bonnie Brae Street	310.76	308.89	208.68	828.33	Residential
4804	Brooks Street			364.95	364.95	Residential
4392	Brooks Street #C	298.81			298.81	Commercial
11339	Brunswick Lane		308.58		308.58	Residential
11419	Brunswick Lane		308.30		308.30	Residential
10978	Buckingham Way	300.18	305.78	308.34	914.30	Residential
10475	Calico Court			289.98	289.98	Residential
9803	Camarena Avenue			319.74	319.74	Residential

**Exhibit A to Resolution No. 16-3133  
August 2016 – Property Assessments**

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
9851	Camarena Avenue	300.20	307.72	308.55	916.47	Residential
4853	Cambridge Street	300.20	307.72	308.55	916.47	Residential
5448	Cambridge Street	300.20	307.72	308.55	916.47	Residential
5458	Cambridge Street	274.99	304.95	308.25	888.19	Residential
5471	Cambridge Street		493.86	329.03	822.89	Residential
5606	Cambridge Street		400.05	318.71	718.76	Residential
9242	Camulos Avenue		398.34	318.52	716.86	Residential
9243	Camulos Avenue	300.20	307.72	308.55	916.47	Residential
9426	Camulos Avenue	470.12	326.41	310.61	1,107.14	Residential
9511	Camulos Avenue	300.20	307.72	308.55	916.47	Residential
9530	Camulos Avenue	300.18	307.72	308.55	916.45	Residential
9606	Camulos Avenue	300.20	307.72		607.92	Residential
9737	Camulos Avenue	300.20	307.72	308.55	916.47	Residential
9757	Camulos Avenue	310.36	308.85	308.68	927.89	Residential
10203	Camulos Avenue		313.51	332.29	645.80	Residential
10213	Camulos Avenue			373.41	373.41	Residential
10233	Camulos Avenue		359.71		359.71	Residential
10234	Camulos Avenue		383.75		383.75	Residential
10259	Camulos Avenue	300.18	305.78		605.96	Residential
11409	Cannery Row		308.30		308.30	Residential
4924	Canoga Street		388.55	317.45	706.00	Residential
5014	Canoga Street	300.18	305.78	308.34	914.30	Residential
5666	Caroline Street		382.43		382.43	Residential
11158	Carriage Avenue	300.18	305.78		605.96	Residential
11239	Carriage Avenue			368.77	368.77	Senior
11253	Carriage Avenue	326.13	331.73	334.29	992.15	Residential
9454	Carrillo Avenue	310.36		427.91	738.27	Residential
9588	Carrillo Avenue	516.06		300.50	816.56	Residential
10050	Carrillo Avenue		282.51		282.51	Residential
9556	Central Avenue	298.52	307.54	308.53	914.59	Residential
9566	Central Avenue	392.53	317.88	309.67	1,020.08	Residential
9835	Central Avenue			462.46	462.46	Residential
9845	Central Avenue	310.30	308.84		619.14	Residential
9855	Central Avenue			315.02	315.02	Residential
10330-34	Central Avenue	323.06		322.51	645.57	Commercial
4337	Clair Street	337.46	332.98	334.43	1,004.87	Residential
5230	Clair Street			410.38	410.38	Residential
9775	Coalinga Avenue	451.85	324.79	310.81	1,087.45	Residential
9795	Coalinga Avenue	300.20	307.72	308.55	916.47	Residential
9824	Coalinga Avenue		482.37	309.18	791.55	Senior
9875	Coalinga Avenue	310.36	308.85	308.68	927.89	Residential
10231	Coalinga Avenue	300.18	305.78	308.34	914.30	Senior
11207	College Avenue	314.97		321.43	636.40	Residential
9380	Columbine Avenue		436.46	345.82	782.28	Residential
11370	Cumberland Lane		308.56		308.56	Residential
11469	Cumberland Lane		308.56		308.56	Residential
11333	Dartmouth Lane	309.60		318.35	627.95	Residential
11440	Dartmouth Lane		308.46		308.46	Residential
10190	Del Mar Avenue			282.51	282.51	Residential
10236	Del Mar Avenue	300.28	305.79	308.34	914.41	Residential
4254	Denver Street	392.53	317.88	309.67	1,020.08	Residential
4324	Denver Street		282.51	305.78	588.29	Residential
4401	Denver Street	276.44	282.51	283.18	842.13	Senior
4456	Denver Street	288.94		422.37	711.31	Residential

**Exhibit A to Resolution No. 16-3133  
August 2016 – Property Assessments**

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
4926	Denver Street			282.51	282.51	Residential
4956	Denver Street			428.44	428.44	Residential
5616	Denver Street		307.72	308.55	616.27	Residential
5626	Denver Street	339.23	335.11	300.20	974.54	Residential
4461	El Morado Street			368.77	368.77	Residential
5168	El Morado Street	300.20	307.72	308.54	916.46	Residential
5387	El Morado Street		400.05		400.05	Residential
11159	Essex Avenue	300.18	305.78	308.34	914.30	Residential
4133	Ewart Street		312.82	311.19	624.01	Residential
4664	Ewart Street		339.82		339.82	Residential
4665	Ewart Street	277.46	280.68	282.98	841.12	Senior
4705	Ewart Street		413.49	320.19	733.68	Residential
4760	Ewart Street	300.18	305.78	308.34	914.30	Residential
9463	Exeter Avenue		492.80	328.91	821.71	Residential
4114	Faircove Court	314.16			314.16	Residential
11366	Fairfax Lane		308.58		308.58	Residential
4219	Fauna Street	300.18	305.78	308.34	914.30	Residential
4456	Fauna Street	300.18	305.78	308.34	914.30	Residential
4703	Fauna Street	300.15	305.78	308.34	914.27	Residential
4738	Fauna Street		312.75	309.11	621.86	Residential
4852	Fauna Street	328.80		350.39	679.19	Residential
4932	Fauna Street	317.27	307.66	309.25	934.18	Residential
8919-21	Felipe Avenue	529.37	339.14	523.52	1,392.03	Multi-family
9410	Felipe Avenue			322.12	322.12	Residential
10232	Felipe Avenue		337.88	280.87	618.75	Senior
10242	Felipe Avenue	333.00	325.89	310.55	969.44	Senior
4730	Flora Street	300.31		487.26	787.57	Residential
5051	Flora Street	315.50	322.98	327.43	965.91	Residential
5382	Flora Street	407.36	317.57	309.64	1,034.57	Residential
10711	Fremont Avenue			295.51	295.51	Residential
9020	Fremont Avenue		328.72	311.36	640.08	Senior
9060	Fremont Avenue	271.44	304.56		576.00	Residential
9567	Fremont Avenue	326.16	333.68	334.51	994.35	Residential
9823	Fremont Avenue	300.20	307.72	308.54	916.46	Residential
9847	Fremont Avenue			324.57	324.57	Residential
10253	Fremont Avenue	324.32	308.43	308.63	941.38	Residential
11049	Fremont Avenue	403.11	317.10	309.58	1,029.79	Residential
9844	Galena Avenue			282.51	282.51	Residential
10149	Galena Avenue	300.18	305.78		605.96	Residential
9985	Geneva Avenue	300.20	307.72	308.55	916.47	Residential
10037	Geneva Avenue	301.28	307.85	308.57	917.70	Residential
10047	Geneva Avenue		467.69		467.69	Residential
10161	Geneva Avenue	300.18	305.78	308.34	914.30	Residential
4277	Granada Street	300.21	307.72	308.55	916.48	Residential
4328	Granada Street	300.20	307.72	308.54	916.46	Residential
5422	Granada Street	300.23			300.23	Residential
5628	Granada Street	300.20	307.72	308.55	916.47	Residential
11335	Halifax Lane		308.90		308.90	Residential
3760	Hampton Dr	314.80		319.04	633.84	Residential
3792	Hampton Dr		338.06		338.06	Residential
5230	Hanover Way	274.99	303.01		578.00	Residential
11418	Hartford Lane		308.58		308.58	Residential
11432	Hartford Lane	303.78		317.58	621.36	Residential
4386	Harvard Street	301.59	307.88		609.47	Residential

**Exhibit A to Resolution No. 16-3133  
August 2016 – Property Assessments**

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
4418	Harvard Street	300.20	307.72	308.55	916.47	Residential
4430	Harvard Street	297.43	307.42	308.52	913.37	Residential
4785	Harvard Street	277.47	282.63	283.19	843.29	Senior
5141-43	Harvard Street			404.19	404.19	Multifamily
4568	Hawthorne Street		400.05	318.71	718.76	Residential
5596	Hawthorne Street		670.29	427.82	1,098.11	Residential
9607	Helena Avenue	274.99	304.95	308.25	888.19	Residential
9660	Helena Avenue B	299.90	307.69		607.59	Residential
4854	Highland Street			315.61	315.61	Residential
4864	Highland Street	326.16	333.68	334.51	994.35	Residential
4103	Howard Street	300.18	305.78	308.34	914.30	Residential
4331	Howard Street	298.09			298.09	Residential
4341	Howard Street	300.34	305.79	308.34	914.47	Residential
4910	Howard Street	326.17	331.74	334.29	992.20	Residential
5190	Howard Street A & B	587.21	602.26	603.92	1,793.39	Multifamily
4558	Humboldt Court			455.77	455.77	Residential
4585	James Street	300.20		470.32	770.52	Residential
9725	Kimberly Avenue		400.05	318.71	718.76	Residential
10236	Kimberly Avenue	300.18	305.78	308.34	914.30	Residential
10386	Kimberly Avenue	508.04	1,059.18	1,127.56	2,694.78	Multi-family
11076	Kimberly Avenue			282.51	282.51	Residential
4821-23	Kingsley Street	345.62		298.65	644.27	Multi-family
4831-33	Kingsley Street	333.47		292.58	626.05	Multifamily
4909	Kingsley Street			308.34	308.34	Residential
5003	Kingsley Street	300.18	305.78		605.96	Residential
5019	Kingsley Street	311.64	307.03	308.47	927.14	Residential
5193-95	Kingsley Street			494.02	494.02	Multifamily
5242	Kingsley Street	300.18	305.78	308.34	914.30	Residential
5476	Kingsley Street	299.89			299.89	Residential
11354	Kingston Lane		321.19		321.19	Residential
11362	Kingston Lane			350.10	350.10	Residential
5430	La Deney Street			404.38	404.38	Residential
9744	Lehigh Avenue	400.82	318.79		719.61	Residential
9773	Lehigh Avenue			404.38	404.38	Residential
10360-62	Lehigh Avenue	486.07	295.81		781.88	Residential
10041	Lindero Avenue		307.85	308.57	616.42	Residential
4535	Mane Street	321.99			321.99	Residential
4555	Mane Street	277.49			277.49	Residential
4855	Mane Street	295.52	305.26		600.78	Residential
9527	Marion Avenue	300.20	307.72	308.55	916.47	Residential
9537	Marion Avenue	491.47	328.77		820.24	Residential
9575	Mills Avenue			306.51	306.51	Residential
9751	Mills Avenue	275.39			275.39	Residential
9969	Mills Avenue	301.46	307.87	308.57	917.90	Residential
9995	Mills Avenue	431.56		409.52	841.08	Residential
10231	Mills Avenue	342.17	310.40	308.85	961.42	Residential
3788	Millstone Lane		304.89		304.89	Residential
5215	Monte Verde Street			419.25	419.25	Residential
5239	Monte Verde Street	300.18	305.78	308.34	914.30	Residential
9056	Monte Vista Avenue	301.69	307.89	308.57	918.15	Residential
9066	Monte Vista Avenue	326.16	333.68	334.51	994.35	Residential
9775	Monte Vista Avenue	392.53	317.88		710.41	Residential
10082	Monte Vista Avenue			310.61	310.61	Residential
10235	Monte Vista Avenue		367.71		367.71	Residential

**Exhibit A to Resolution No. 16-3133  
August 2016 – Property Assessments**

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
10290	Monte Vista Avenue	316.06	323.55	328.00	967.61	Senior
10332	Monte Vista Avenue			404.38	404.38	Residential
11073	Monte Vista Avenue	383.53			383.53	Residential
11236	Monte Vista Avenue	374.16			374.16	Residential
5082	Moreno Street	300.20	307.72	308.55	916.47	Residential
5626	Moreno Street			469.18	469.18	Residential
10557	Morgan Circle	300.18	305.78	308.34	914.30	Residential
10557	Mustang Circle			305.23	305.23	Residential
10163	Oak Glen Avenue	428.07	297.25	284.81	1,010.13	Senior
10176	Oak Glen Avenue			486.15	486.15	Residential
10217	Oak Glen Avenue		493.48	356.50	849.98	Residential
10604	Oak Glen Avenue		298.15	307.50	605.65	Residential
4633	Olive Street			307.92	307.92	Residential
4644	Olive Street	308.57	315.77	318.24	942.58	Residential
4684	Olive Street			404.38	404.38	Residential
4893	Olive Street	392.53			392.53	Residential
4322	Orchard Street	326.16	333.68	334.51	994.35	Residential
4382	Orchard Street	330.02	311.00	308.91	949.93	Residential
5097	Orchard Street		303.97		303.97	Residential
5171	Orchard Street	445.24			445.24	Residential
5358	Orchard Street	349.78		408.19	757.97	Residential
5422	Orchard Street	300.18	305.78	308.34	914.30	Residential
5512	Orchard Street		354.53	313.70	668.23	Residential
5585	Orchard Street		277.05	305.18	582.23	Residential
5596	Orchard Street	272.12	304.63		576.75	Residential
5690	Orchard Street	300.20	307.72	308.55	916.47	Residential
5257	Palo Verde Street	277.47	282.63	283.19	843.29	Senior
5405	Palo Verde Street	392.53	317.88	309.67	1,020.08	Residential
9585	Poulsen Avenue	300.23	307.72	311.49	919.44	Residential
9935	Poulsen Avenue	300.20	307.72	308.55	916.47	Residential
10043	Poulsen Avenue	300.20	307.72	308.55	916.47	Residential
10154	Poulsen Avenue	300.18	289.74	314.64	904.56	Residential
9375	Pradera Avenue	1,102.17	1,132.29	1,135.59	3,370.05	Multifamily
10063	Pradera Avenue		406.17	348.76	754.93	Residential
10206	Pradera Avenue	300.18	305.78	308.34	914.30	Residential
4426	Princeton Street	274.99	304.95	308.25	888.19	Residential
4438	Princeton Street	312.90	322.12	324.81	959.83	Residential
4467	Princeton Street		293.55	307.00	600.55	Residential
9060	Ramona Avenue		317.88	309.67	627.55	Residential
9151	Ramona Avenue		400.05		400.05	Residential
9209	Ramona Avenue			349.17	349.17	Residential
9223	Ramona Avenue		282.51		282.51	Residential
9587	Ramona Avenue			404.38	404.38	Residential
9595	Ramona Avenue	300.20	307.72	308.55	916.47	Residential
4668	Rawhide Street	300.17	305.78	308.34	914.29	Residential
9352	Rose Avenue	300.20	307.72		607.92	Residential
9413	Rose Avenue	352.12	359.63	360.46	1,072.21	Residential
9434	Rose Avenue	300.20	307.72	308.55	916.47	Residential
9441	Rose Avenue		282.51	305.78	588.29	Residential
9720	Rose Avenue	326.16	333.68	334.51	994.35	Residential
9734	Rose Avenue		400.05	318.71	718.76	Residential
9866	Rose Avenue	277.47	282.63	283.19	843.29	Senior
9966	Rose Avenue	419.93	320.89		740.82	Residential
4560	Rosewood Street	300.20	307.72	308.55	916.47	Residential

**Exhibit A to Resolution No. 16-3133  
August 2016 – Property Assessments**

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
4683	Rosewood Street	300.32	307.74	308.55	916.61	Residential
4800	Rosewood Street			457.94	457.94	Residential
5361	Rosewood Street	300.23	307.72	308.55	916.50	Residential
5381	Rosewood Street	392.53			392.53	Residential
5419	Rosewood Street		343.15		343.15	Residential
11076	Roswell Avenue	304.19		319.99	624.18	Residential
4164	Rudisill Street	300.20	307.72	308.55	916.47	Residential
5360	Rudisill Street	326.16	333.68	334.51	994.35	Residential
5421	Rudisill Street	326.16	333.68	334.51	994.35	Residential
5258	Saddleback Street			343.45	343.45	Residential
5177	San Antonio Way	300.18	305.78	308.34	914.30	Residential
4285	San Bernardino Street	300.32	307.74		608.06	Residential
4711	San Bernardino Street	300.20	307.72	308.55	916.47	Residential
4749	San Bernardino Street	308.93	318.32	321.03	948.28	Residential
4805	San Bernardino Street			330.14	330.14	Residential
4843	San Bernardino Street		307.74	308.55	616.29	Residential
4844	San Bernardino Street	325.83	333.64	334.50	993.97	Residential
5418	San Bernardino Street	303.19			303.19	Residential
5452	San Bernardino Street		277.00		277.00	Residential
5489	San Bernardino Street	332.05	339.58	340.41	1,012.04	Residential
4485	San Jose Street	326.17	333.68	334.51	994.36	Residential
4594	San Jose Street	336.06	344.22	345.11	1,025.39	Residential
5412	San Jose Street			392.51	392.51	Residential
5422	San Jose Street	428.94	344.98	335.75	1,109.67	Residential
5543	San Jose Street			324.32	324.32	Residential
4424	San Jose Street #10	300.20	307.72	308.55	916.47	Residential
4424	San Jose Street #12			379.24	379.24	Residential
4424	San Jose Street #14		484.09		484.09	Residential
4424	San Jose Street #18	300.20	307.72	308.55	916.47	Residential
4424	San Jose Street #27	302.81	308.01	308.58	919.40	Residential
10993	San Juan Way		277.05		277.05	Residential
11052	San Juan Way	300.18	305.78	308.34	914.30	Residential
11014	San Miguel Way	300.18	305.78	308.34	914.30	Residential
11008	San Pasqual Avenue		397.04		397.04	Residential
11020	San Pasqual Avenue	300.18	307.88	312.98	921.04	Residential
11143	San Pasqual Avenue	349.25		308.93	658.18	Residential
9821	Santa Anita Avenue			404.38	404.38	Residential
9946	Santa Anita Avenue		329.32	343.05	672.37	Residential
10016	Santa Anita Avenue	312.68		324.81	637.49	Residential
10133	Santa Anita Avenue	300.18	305.78	308.34	914.30	Residential
10183	Santa Anita Avenue	299.89	305.74	308.33	913.96	Residential
10204	Santa Anita Avenue		383.71		383.71	Residential
10221	Santa Anita Avenue	300.18	305.78	308.34	914.30	Residential
10298	Santa Anita Avenue		497.78		497.78	Residential
5533	Shirley Lane		429.16		429.16	Residential
5554	Shirley Lane		421.43		421.43	Residential
11011	Stallion Avenue	300.18	305.78	308.34	914.30	Residential
9817	Sun Valley Drive			320.54	320.54	Residential
9584	Surrey Avenue			404.38	404.38	Residential
9617	Surrey Avenue	300.20	307.72	308.55	916.47	Residential
9532	Tudor Avenue	398.26			398.26	Residential
9554	Tudor Avenue			407.62	407.62	Residential
9824	Tudor Avenue	300.20	307.72	308.54	916.46	Residential
10289	Tudor Avenue	304.38	316.74	322.35	943.47	Residential

**Exhibit A to Resolution No. 16-3133  
August 2016 – Property Assessments**

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
9831	Vail Drive	274.99			274.99	Residential
9222	Vernon Avenue		400.05	318.71	718.76	Residential
9231	Vernon Avenue		415.34	320.39	735.73	Residential
10431	Vernon Avenue		306.91	308.46	615.37	Residential
5533	Vernon Court		331.73	334.29	666.02	Residential
4230	Via Amore	300.18	305.78		605.96	Residential
4237	Via Riviera	289.88			289.88	Residential
11053	Wesley Avenue	318.24	307.76	308.56	934.56	Residential
11178	Whitewater Avenue	300.18	305.78	308.34	914.30	Residential
5447	Yale Street	325.83	333.64		659.47	Residential
4515	Yosemite Drive	300.18	305.78	308.34	914.30	Residential
<b>TOTAL ASSESSMENT AMOUNT:</b>					<b>\$ 239,728.36</b>	

**MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON MONDAY,  
JULY 18, 2016, AT 7:58 P.M. IN THE CITY  
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA**

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**I. CALL TO ORDER**

Mayor Pro Tem Raft called the meeting to order at 7:58 p.m.

**II. ROLL CALL**

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

**III. APPROVAL OF MINUTES**

**A. Minutes of the Regular Personnel Committee Meeting of July 5, 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 July 5, 2016.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**

At 7:59 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 8:10 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Raft stated that no announcements would be made at this time.

**VI. ADJOURNMENT**

At 8:10 p.m., Mayor Pro Tem Raft adjourned the Personnel Committee.

Submitted for Personnel Committee approval,

  
\_\_\_\_\_  
Edward C. Starr  
City Manager