CITY OF MONTCLAIR

AGENDA FOR CITY COUNCIL, REDEVELOPMENT AGENCY, AND MONTCLAIR HOUSING CORPORATION MEETINGS

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

November 2, 2009

7:00 p.m.

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

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

Page No.

I. **CALL TO ORDER** - City Council, Redevelopment Agency, and Montclair Housing Corporation

II. **INVOCATION**

In keeping with our long-standing tradition of opening our Council meetings with an invocation, this City Council Meeting may include a nonsectarian invocation. Such invocations are not intended to proselytize or advance any faith or belief or to disparage any faith or belief. Neither the City nor the City Council endorse any particular religious belief or form of invocation.

III. **PLEDGE OF ALLEGIANCE**

IV. **ROLL CALL**

V. **PRESENTATIONS** - None

VI. **PUBLIC COMMENT**

This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Each speaker will be afforded five minutes to address the City Council Members and Redevelopment Agency and Montclair Housing Corporation Boards of Directors. (Government Code Section 54954.3)

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

VII. **PUBLIC HEARINGS**

A. First Reading – Consider Adoption of Ordnance No. 09-910 Amending Chapter 1.04 of the Montclair Municipal Code Related to the Issuance of Administrative Citations and Collection of Administrative Citation Fines [CC] 5

Page No.

VIII. CONSENT CALENDAR

A. Administrative Reports

1. Consider Setting a Public Hearing to Receive Public Input on the Allocation and Expenditure of Supplemental Law Enforcement Services Funds [CC] 11

2. Consider Authorization of a $45,833 Appropriation to Employ One Additional Learning Coordinator for the Lehigh Elementary After-School Program [CC] 13

3. Consider Providing Conceptual Approval to Participate with San Bernardino Associated Governments (SANBAG) in a Coordinated Regional Greenhouse Gas Inventory and Reduction Plan and Related Environmental Impact Report [CC] 14

4. Consider Accepting Quitclaim Deed from Harold W. and Peggy C. McCoy and Carl L. McCoy for Property Located on the East Side of Monte Vista Avenue South of State Street in the City of Montclair [CC] 27

5. Consider Authorization to Advertise for Bid Proposals for the Mission Boulevard Improvement Phase 8 Project [CC]

   Consider Authorizing City Manager to Award Construction Contract to and Execute Agreement with Lowest Responsible, Responsive Bidder, and Include a Construction Contingency of 10 Percent [CC] 33

6. Consider Approval of Filing of a Notice of Completion for Construction of the Public Works Corporate Yard Above-Ground Fuel Tank Project; Reduction of Faithful Performance Bond to 10 Percent; and Retention of Payment Bond for Six Months [CC]

   Consider Release of Retention 30 Days after Recordation of Notice of Completion [CC] 35

7. Consider Declaring Three Vehicles and One Trailer as Surplus and Authorizing Two Vehicles and One Trailer to be Sold by Ken Porter Auction Systems on Behalf of the City of Montclair and One Vehicle to be Salvaged for Parts and Sold for Scrap Metal [CC] 36

8. Consider Authorization to Purchase, Deliver, and Install Office and Activity Room Furniture from Global CMAS for the Youth Center 38

9. Consider Approval of Warrant Register and Payroll Documentation [CC] 39

B. Agreements

1. Consider Approval of Agreement Nos. 09-101 and 09-102 with Keith Alan Ealy for Business Self Moves in Conjunction with the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project and Authorize City Manager to Sign the Agreements [CC] 40

Page No.

2. Consider Approval of Agreement No. 09-103 with Mt. San Antonio Community College District to Continue Providing a Comprehensive Fitness Program for the Fire Department [CC] 64

C. Resolutions

1. Consider Adoption of Resolution No. 09-2817 Rescinding Resolution No. 08-2780 Designating Restricted Parking on Public Streets [CC] 73

2. Consider Adoption of Resolution No. 09-2818 Authorizing Mayor Eaton to Sign the Right-of-Way Certification for Mission Boulevard Corridor Improvement Project - Phase 8 [CC] 106

3. Consider Adoption of Resolution No. 09-2819 Approving the Sewer System Management Plan [CC] 111

4. Consider Adoption of Resolution No. 09-2820, a Resolution Approving the Form of and Authorizing the Execution and Delivery of Agreement No. 09-104, a Purchase and Sale Agreement and Related Documents with Respect to the Sale of the City of Montclair's Proposition 1A Receivable from the State; and Directing and Authorizing Certain Other Actions in Connection Therewith [CC] 116

5. Consider Adoption of Resolution No. 09-2821 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges [CC] 153

IX. **PULLED CONSENT CALENDAR ITEMS**

X. **RESPONSE** - None

XI. **COMMUNICATIONS**

A. City Attorney/Agency Counsel

1. Closed Session Pursuant to Section 54957.6 of the Government Code Regarding Conference with Designated Labor Negotiators City Manager Lee C. McDougal and Deputy City Manager Edward C. Starr

Agency: City of Montclair

Employee Organizations: City Manager
Management
Montclair Fire Fighters Association
Montclair Police Officers Association
San Bernardino Public Employees Assoc.

2. Closed Session Pursuant to Section 54957 of the Government Code

Public Employee Appointment, Employment, or Evaluation of Performance

City Manager/Executive Director

Page No.

B. City Manager/Executive Director

C. Mayor/Chairman

D. Council/Agency Board

E. Committee Meeting Minutes *(For Informational Purposes Only)*

1. Minutes of the Personnel Committee Meeting of October 19, 2009 161

XII. ADJOURNMENT OF REDEVELOPMENT AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS

(At this time, the City Council will meet in Closed Session regarding labor negotiations and public employee employment).

XIII. CLOSED SESSION ANNOUNCEMENTS

XIV. ADJOURNMENT OF CITY COUNCIL

The next regularly scheduled City Council, Redevelopment Agency, and Montclair Housing Corporation meetings will be held on Monday, November 16, 2009, at 7:00 p.m. in the Council Chambers.

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the City Council, Redevelopment Agency Board, or Montclair Housing Corporation Board after distribution of the Agenda packet are available for public inspection in the Office of the City Clerk located at 5111 Benito Street, Montclair, California, between 7:00 a.m. and 6:00 p.m., Monday through Thursday.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (909) 625-9415. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)

I, Donna M. Jackson, City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the bulletin board adjacent to the south door of Montclair City Hall on October 29, 2009.

AGENDA REPORT

SUBJECT:	CONSIDER ADOPTION OF ORDINANCE NO. 09-910 AMENDING CHAPTER 1.04 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO THE ISSUANCE OF ADMINISTRATIVE CITATIONS AND COLLECTION OF ADMINISTRATIVE CITATION FINES FIRST READING	**DATE:**	November 2, 2009
		SECTION:	PUBLIC HEARINGS
		ITEM NO.:	A
		FILE I.D.:	CDE010
		DEPT.:	FIRE
BUSINESS PLAN:	N/A		

REASON FOR CONSIDERATION: The City Council is requested to consider adopting Ordinance No. 09-910 amending Chapter 1.04 of the Montclair Municipal Code (MMC) related to the issuance of administrative citations and collection of administrative citation fines.

BACKGROUND: On August 3, 1998, the City Council adopted Ordinance No. 98-779 (enacted as Chapter 1.04 of the MMC) that establishes a process for imposing administrative/civil fines for violators of the MMC (and other technical codes adopted therein) by means of an Administrative Citation. This process was created to ensure that responsible parties who were issued Administrative Citations pay the corresponding administrative fine to the City in a timely manner.

In August 2009, the Code Enforcement Committee directed staff to examine the current Administrative Citation Ordinance and recommended changes related to the recovery and collection of delinquent administrative fines.

Proposed Ordinance No. 09-910 utilizes all legal means available to the City to collect delinquent administrative fines and ensure that violators are adequately advised about available methods of payment for such fines.

FISCAL IMPACT: Potential revenues from the implementation of proposed Ordinance No. 09-910 are unknown.

RECOMMENDATION: Staff recommends the City Council adopt the First Reading of Ordinance No. 09-910 amending Chapter 1.04 of the Montclair Municipal Code related to the issuance of administrative citations and collection of administrative citation fines.

Prepared by:	T. Cant	Reviewed and Approved by:	T. Cant
Proofed by:	Marci Bu	Presented by:	[signature]

ORDINANCE NO. 09-910

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING CHAPTER 1.04 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO THE ISSUANCE OF ADMINISTRATIVE CITATIONS AND COLLECTION OF ADMINISTRATIVE FINES

WHEREAS, on August 3, 1998, the City Council of the City of Montclair adopted Ordinance No. 98-779 (enacted as Chapter 1.04 of the Montclair Municipal Code) that establishes a process for imposing administrative/civil fines for violations of the Montclair Municipal Code (and other technical codes adopted therein) by means of an administrative citation; and,

WHEREAS, many of the responsible parties that are issued administrative citations fail to timely pay the corresponding administrative fines to the City; and

WHEREAS, the City would like to utilize all available legal means to collect delinquent administrative fines; and,

WHEREAS, the City would like to ensure that violators are adequately advised about available methods to the City for the collection of delinquent administrative fines.

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

SECTION I. Section 1.04.020 ("Administrative Citation") of Chapter 1.04 ("Administrative Citations") of Title 1 ("General Provisions") of the Montclair Municipal Code is hereby amended to read as follows:

1.04.020 Administrative citation.

A. Whenever an Enforcement Officer charged with the enforcement of any provision of this Code determines that a violation of that provision has occurred, the Enforcement Officer shall have the authority to issue an administrative citation to any person responsible for causing, creating, maintaining, suffering, or permitting the violation the violation (whether as an owner or tenant, or agent, manager, or representative of the owner or tenant, or otherwise).

B. In the event the Enforcement Officer determines that a violation constitutes a continuing violation that pertains to building, plumbing, electrical, or other similar structural or zoning issues which do not create an immediate danger to health or safety, the person responsible for such continuing violation shall be given a reasonable period of time, not to exceed 30 calendar days, to correct or otherwise remedy the violation prior to the imposition of administrative fines or penalties.

C. Each administrative citation shall contain the following information:

1. The date of the violation(s).

2. The name and address of the responsible person.

3. The address or a definite description of the location where the violation(s) occurred.

4. The section(s) of this Code or any other applicable State statute(s) violated and a brief description of the violation(s).

5. A description of the action(s) required to correct the violation(s), and, if applicable, any deadlines or time limitations for commencing and completing such actions.

6. The amount of the fine for each of the code violation(s).

7. A description of the fine payment process, including a description of the time within which and the place to which the fine shall be paid.

8. An order prohibiting the continuation or the repeated occurrence of the Code violation(s) described in the administrative citation.

9. A description of the administrative citation review process, including the time within which the administrative citation may be contested and the place from which a request for hearing form to contest the administrative citation may be obtained.

10. A statement that the failure to timely tender the fine(s) and other fees, costs, and/or charges imposed pursuant to this Chapter may result in the recordation of a lien and/or the delay in issuance or renewal of any City license and/or permit.

11. The name and signature of the citing Enforcement Officer.

SECTION II. Section 1.04.030 ("Amount of fine") of Chapter 1.04 ("Administrative Citations") of Title 1 ("General Provisions") of the Montclair Municipal Code is hereby amended to read as follows:

1.04.030 Imposition of administrative fine, late fees, interest charges, and reinspection fees.

A. The amount of the fine for Code violations imposed pursuant to this chapter shall be set forth in the schedule of fines established by resolution of the City Council.

B. The schedule of fines shall specify any increased fines for repeat violations of the same code provision by the same responsible person within a

36-month period of time, or, for those violations that would otherwise have constituted infractions, within a 12-month period of time.

C. The schedule of fines shall specify the amount of any late payment charges imposed for the payment of fines after its due date.

D. In addition to any fine imposed pursuant to this Chapter, a re-inspection fee shall be assessed against any responsible person in an amount established by resolution of the City Council if the responsible person does not timely and completely correct or abate a violation (with all requisite approvals, permits, licenses, and/or inspections) after having received notification from the City to correct or abate same.

SECTION III. Section 1.04.120 ("Recovery of administrative citation fines and costs") of Chapter 1.04 ("Administrative Citations") of Title 1 ("General Provisions") of the Montclair Municipal Code is hereby amended to read as follows:

1.04.120 Recovery of delinquent administrative fines, fees, and costs.

A. The City may collect any past due administrative fine or other associated fee or cost by use of all available legal means. Unpaid administrative fines and other charges, fees, or costs imposed in accordance with this Chapter shall constitute a debt that may be collected in any manner allowed by law, including, but not limited to the recordation of a lien (secured or unsecured) with the San Bernardino County Recorder's Office and/or with the California Franchise Tax Board "Inter-Agency Offset Program" (pursuant to Section 12419.10 of the California Government Code). The City may also recover its collection costs pursuant to Section 1.12.030 of this Code.

1. Notwithstanding any provision of this Code to the contrary, a Citee is not entitled to a hearing before the City Manager, Planning Commission, City Council, or other hearing officer prior to the recordation of a lien with the San Bernardino County Recorder's Office and/or with the California Franchise Tax Board "Inter-Agency Offset Program" for any delinquent administrative fine that has been deemed final. This section does not affect a Citee's ability to contest an administrative citation in accordance with Section 1.04.050 of this Code or to seek judicial review of an administrative citation in accordance with Section 1.04.130 of this Code.

B. The City may also withhold issuance or renewal of any license, permit, or other entitlement for any property or business whenever an administrative penalty resulting from a Code violation at said property or business remains unpaid.

C. The City shall be entitled to recover its attorney fees and costs arising from an action to collect an administrative fine and other charges, fees, or costs imposed in accordance with this Chapter if it is the prevailing party and provided it made the election to seek attorney fees at the commencement of the action. A Citee shall be entitled to recover his or her attorney fees if the City

made the election to seek attorney fees at the outset of the action and the Citee prevails thereon.

SECTION IV. Section 1.04.120 ("Notices") of Chapter 1.04 ("Administrative Citations") of Title 1 ("General Provisions") of the Montclair Municipal Code is hereby amended to read as follows:

1.04.140 Notices.

A. The administrative citation and all notices required to be given by this chapter shall be served on any person responsible for the violation in accordance with the provisions of Section 1.08.090 of this Code.

B. Failure to receive any notice specified in this chapter does not affect the validity of the proceedings conducted hereunder.

SECTION V. Severability.

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

SECTION VI. Effective Date.

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

SECTION VII. Posting.

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

APPROVED AND ADOPTED this XX day of XX, 2009.

_____
Mayor

ATTEST:

_____
City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 09-910 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2009, and finally passed not less than five (5) days thereafter on the XX day of XX, 2009, by the following vote, to-wit:

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

Donna M. Jackson
City Clerk

AGENDA REPORT

SUBJECT:	CONSIDER SETTING A PUBLIC HEARING TO RECEIVE PUBLIC INPUT ON THE ALLOCATION AND EXPENDITURE OF SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS	**DATE:**	November 2, 2009
		SECTION:	ADMIN. SERVICES
		ITEM NO.:	1
		FILE I.D.:	PDT362
BUSINESS PLAN:	N/A	**DEPT.:**	POLICE

REASON FOR CONSIDERATION: The Police Department would like to allocate Supplemental Law Enforcement Services Funds to the Police Department Fiscal Year 2009-10 Budget.

BACKGROUND: Government Code Sections 30061-30065 stipulate that in each county treasury a Supplemental Law Enforcement Services Fund (SLESF) be established to receive all funds allocated to a county for purposes of implementing the guidelines for SLESF grant funds. The county auditor shall allocate the moneys in the county's SLESF, including interest or other earned returns within 30 days of deposit into the SLESF. However, the county auditor shall not transfer those moneys to a recipient agency until the Supplemental Law Enforcement Oversight Committee certifies receipt of an approved expenditure plan from the governing board of that agency. A Supplemental Law Enforcement Oversight Committee was established by the San Bernardino County Board of Supervisors on August 21, 1996.

Allocations to local eligible agencies shall be expended or encumbered no later than June 30 of the following fiscal year. Agencies that have not met this requirement shall remit unspent SLESF moneys to the Controller for deposit into the General Fund. SLESF moneys are for the exclusive use of "front line law enforcement services" and "front line municipal police services," both of which include antigang, community crime prevention, and juvenile justice programs. These monies shall supplement existing services and shall not be used to supplant any existing funding for law enforcement services provided by that entity.

The City of Montclair is eligible to receive $100,000 from this state grant. The Police Department received notice of its eligibility for funding on October 26, 2009. Due to the timing of the notification, an expenditure plan has not yet been developed. The expenditure plan would be made available for public comment and City Council approval at the City Council meeting on November 2, 2009.

FISCAL IMPACT: The cost to publish a Notice of Public Hearing related to the allocation and expenditure of SLESF moneys should not exceed $300.

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

RECOMMENDATION: Staff recommends the City Council set a public hearing for Monday, November 16, 2009, at 7:00 p.m. in the Council Chambers to receive public input on the allocation and expenditure of Supplemental Law Enforcement Services Funds.

AGENDA REPORT

SUBJECT:	CONSIDER AUTHORIZATION OF A $45,833 APPROPRIATION TO EMPLOY ONE ADDITIONAL LEARNING COORDINATOR FOR THE LEHIGH ELEMENTARY AFTER-SCHOOL PROGRAM	**DATE:**	November 2, 2009
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	2
BUSINESS PLAN:	N/A	**FILE I.D.:**	HSV105
		DEPT.:	COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing an appropriation to employ one additional Learning Coordinator in the After-School Program (ASP).

BACKGROUND: At the October 5, 2009 City Council Meeting, Agreement No. 09-94 with the Ontario Montclair School District (OMSD) was approved. This agreement provided $1,467,780.09 from OMSD using funds provided by the After-School Education and Safety Program (ASES) grant to pay for personnel, supplies, training, and grant oversight for the ASP. The funding included $45,833 to provide annual salary and benefits for an additional Learning Coordinator in the ASP.

The Fiscal Year 2009-10 Budget currently provides nine Learning Coordinators for the ASP at OMSD elementary and middle schools. Following approval of the budget on June 15, 2009, OMSD requested all coordination of Lehigh Elementary School ASP be managed by the City of Montclair. Grant funding from ASES would be used to provide a Learning Coordinator who would be assigned to Lehigh Elementary School.

FISCAL IMPACT: Should the City Council authorize the appropriation of one additional Learning Coordinator, the cost provided by ASES grant funding would be $45,833.

RECOMMENDATION: Staff recommends the City Council authorize a $45,833 appropriation to employ one additional Learning Coordinator for the Lehigh Elementary After-School Program.

Prepared by:	Marcia Richter	Reviewed and Approved by:	
Proofed by:	Christine Smedsley	Presented by:	

AGENDA REPORT

SUBJECT:	CONSIDER PROVIDING CONCEPTUAL APPROVAL TO PARTICIPATE WITH SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG) IN A COORDINATED REGIONAL GREENHOUSE GAS INVENTORY AND REDUCTION PLAN AND RELATED ENVIRONMENTAL IMPACT REPORT	**DATE:**	November 2, 2009
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	3
		FILE I.D.:	ENV150/205
		DEPT.:	ADMIN. SVCS.
BUSINESS PLAN:	N/A		

REASON FOR CONSIDERATION: The City Council is asked to consider providing conceptual approval to participate with San Bernardino Associated Governments (SANBAG) in preparation of a Regional Greenhouse Gas Inventory and Reduction Plan and related Environmental Impact Report (EIR) in relation to implementation of SB 375. SB 375 requires local governments to control greenhouse gas emissions by curbing urban sprawl. Regional participation with SANBAG would produce "economy of scale" pricing for a greenhouse gas inventory reduction plan.

BACKGROUND: The single-largest source of greenhouse gases in California is emissions from passenger vehicles. Reducing those emissions requires a reduction in California's vehicle miles traveled (VMTs). In order to reach California's greenhouse gas reduction goals set out in the Global Warming Solutions Act of 2006 (AB 32), SB 375 was signed into law by Governor Schwarzenegger, requiring local governments to rethink how communities are designed.

As the nation's first law to control greenhouse gas emissions by curbing sprawl, SB 375 enhances the California Air Resources Board's (ARB) ability to reach AB 32 goals, establishes emissions-reducing goals for regional planning, and promotes integration of disjointed activities including transportation and land use. SB 375 also provides incentives that encourage local governments and developers to follow conscientiously-planned growth patterns.

SB 375 requires the ARB to develop regional greenhouse gas emission reduction targets to be achieved from the automobile and light truck sectors for 2020 and 2035, respectively—the goal of the legislation is to reduce greenhouse gas emissions down to 1990 levels. In addition, the 18 Metropolitan Planning Organizations in California are required to prepare a "sustainable communities strategy" to reduce the amount of VMT in their respective regions and demonstrate the ability for each region to attain ARB's targets.

ARB would later determine if each region is on track to meet established targets. Developers would receive relief from certain environmental reviews under the California

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

Environmental Quality Act if the project is consistent with the new sustainable community strategies; and cities would receive extra time—eight years instead of five—to update housing plans required by the state.

In cooperation with cities in San Bernardino County, SANBAG is proposing coordinating the preparation of a Regional Greenhouse Gas Inventory and Reduction Plan and related Environmental Impact Report (EIR). SANBAG's effort is intended to enable all cities to take advantage of data gathered and lessons learned by the County in its inventory development and reduction planning efforts, as well as facilitate environmental clearance through preparation of an EIR program.

San Bernardino County is now in the process of completing its Greenhouse Gas Inventory and Reduction Plan for unincorporated areas and County operations. SANBAG proposes coordinating cities in an effort to "piggyback" on work conducted for the County. By "piggybacking," every city in the region could realize significant savings through "economy of scale" and produce a better and more comprehensive Greenhouse Gas Inventory and Reduction Plan.

SANBAG would negotiate directly with ICF Jones & Stokes and PBS&J (the vendors working on the County plan) as sole source providers on a final agreement to complete the Greenhouse Gas Inventory and Reduction Plan and the related EIR. A separate Memorandum of Understanding will be drafted by SANBAG for consideration by each participating agency once final cost for the work and the number of participating agencies is determined.

FISCAL IMPACT: There is no immediate cost associated with providing conceptual approval for participation with SANBAG in a coordinated Regional Greenhouse Gas Inventory and Reduction Plan and related EIR.

Based on information provided by SANBAG, the total cost for preparation of a Regional Greenhouse Gas Inventory and Reduction Plan is estimated at $864,399. Of this total, SANBAG would contribute 25 percent or $216,100. The remaining balance of $648,299 would be paid by participating cities. Half of the remaining $648,299 would be spread equally among each city—this approach recognizes that there is a certain amount of work required by each agency regardless of size. The other half of the remaining balance would be spread to each city on a per capita basis.

The total estimated cost of participation to the City of Montclair is $20,292.70. The City's estimated cost to participate on its own is unknown, but would be expected to easily exceed $30,000.

Estimated costs are based on the participation of each jurisdiction. Costs may require adjustment should certain agencies choose not to participate.

RECOMMENDATION: City staff recommends the City Council provide conceptual approval to participate with SANBAG in a coordinated Regional Greenhouse Gas Inventory and Reduction Plan and related Environmental Impact Report.

ATTACHMENT A

Regional Greenhouse Gas Inventory Reduction Plan
Cost Sharing Formula

City	Population	City Share
ADELANTO	28,265	$18,695.59
APPLE VALLEY	69,861	$26,332.48
BARSTOW	24,213	$17,951.66
BIG BEAR LAKE	6,255	$14,654.63
CHINO	84,173	$28,960.11
CHINO HILLS	78,725	$27,959.88
COLTON	51,684	$22,995.24
FONTANA	189,021	$48,209.86
GRAND TERRACE	12,484	$15,798.25
HESPERIA	88,184	$29,696.52
HIGHLAND	52,372	$23,121.55
LOMA LINDA	22,619	$17,659.00
MONTCLAIR	36,964	$20,292.70
NEEDLES	5,793	$14,569.80
ONTARIO	173,188	$45,302.97
RANCHO CUCAMONGA	177,736	$46,137.97
REDLANDS	71,646	$26,660.20
RIALTO	100,022	$31,869.94
SAN BERNARDINO	204,483	$51,048.63
TWENTYNINE PALMS	30,832	$19,166.88
UPLAND	75,035	$27,282.41
VICTORVILLE	109,441	$33,599.23
YUCAIPA	51,317	$22,927.86
YUCCA VALLEY	21,239	$17,405.64
GRAND TOTAL	***1,765,552***	***$648,299.00***

Total Cost Estimate:	$864,399.00
less SANBAG's 25% contribution:	($216,100.00)
Total City Share:	$648,299.00

ATTACHMENT B

Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: _____

Date: August 5, 2009

Subject: Regional Greenhouse Gas Inventory and Reduction Plan and Environmental Impact Report

Recommendation:* Approve the following recommendations:

1) Direct staff to solicit from each city their participation in the Regional Greenhouse Gas Inventory and Reduction Plan using the cost sharing plan outlined in Exhibit A.

2) Expend not more than $225,000 from task 49010000 Council of Governments New Initiatives to partially underwrite a Regional Greenhouse Gas Inventory and Reduction Plan and a related Environmental Impact Report.

3) Authorize staff to negotiate directly with ICF Jones and Stokes and PBS&J as a sole source provider for the professional services necessary to complete this work.

4) Direct staff to draft a Memorandum of Understanding to cover the participation of all parties in the preparation of the Inventory and Plan.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0908b-DAB.docx
49010000

Background: *Why is this Item Being Proposed?*

This item is an effort to assist the cities in the County to save money and meet the requirements of AB 32 and SB 375 by building upon San Bernardino County's nearly completed Greenhouse Gas Inventory and Reduction Plan.

Why Deal with Greenhouse Gas Emissions?

In 2006, AB 32 was signed into law and mandated the California Air Resources Board (CARB) to develop regulations on how the state could address global climate change and established a target of reducing greenhouse gas emissions down to 1990 levels by the year 2020. In response to AB 32, the California Attorney General's Office has specifically challenged Environmental Impact Reports for large projects and General Plan updates that do not include an analysis of climate change, greenhouse gas emissions, reduction targets, and a mitigation program showing how the targets will be achieved.

In addition, the Governor recently signed into law SB 375 that calls for the integration of transportation, land use, and housing planning, and also establishes the reduction of greenhouse gas emissions as one of the overarching goals for regional planning.

As the Attorney General's Office took up the cause of AB 32, San Bernardino County was coincidentally completing work on their General Plan Update. Even though the CARB had yet to publish any regulations on implementing AB 32, the County was sued by and ultimately settled with the Attorney General on the issue of greenhouse gas emissions. As a result of that settlement, the County is nearing completion of a Greenhouse Gas Inventory and Reduction Plan for the unincorporated areas and County operations.

Realizing that every other jurisdiction in the County would be faced with addressing greenhouse gas emissions under the provisions of AB 32 and SB 375, the idea was raised to "piggyback" on the work conducted for the County. By using the same consultants and benefiting from the work already conducted for the County, every city in the region could realize significant savings and produce a better and more comprehensive Greenhouse Gas Inventory and Reduction Plan. In addition to taking advantage of the work already completed for the County, by approaching this as a region, each city would benefit from economies of scale as opposed to each city having to conduct their own analysis and plan.

Staff Review and Process

This idea was discussed at the City/County Manager's Technical Advisory Committee. That Committee was supportive of the concept in principle and asked that the item be discussed in more detail with the planning and community development staff from each agency. Informational meetings were held with planning staff from most agencies and a draft proposal and cost estimate was reviewed.

This item is now before this Committee for your review and approval to proceed to the next steps. Those steps are:

1) Solicit from each City whether they are interested in participating in this effort and sharing the cost. The proposal for this work is $864,399. We are recommending that SANBAG participate in this effort by underwriting about 25% of the total cost (about $220,000). The rest of the costs would be shared using the distribution shown in Exhibit A. This distribution takes the balance of the cost and divides half of it equally among every city. This recognizes that there is a certain amount of work that is required for any agency regardless of size. The other half would be split using a per capita formula to account for the differences in the size of each community. The cost proposal for this work is attached as Exhibit B and a complete copy of the proposals have already been made available to the planning staff of each city and is available separately.

2) Negotiate directly with ICF Jones & Stokes and PBS&J as a sole source provider on a final agreement to complete the Greenhouse Gas Inventory and Reduction Plan and the related Environmental Impact Report. These firms are specifically requested as sole source providers as they performed all of the work for San Bernardino County. As mentioned earlier, taking advantage of this prior work will mean that we can benefit from reduced costs. The methodology used and some of the data collected for the County's effort could be used for this work. Another consulting team would not have the benefit of this prior work and we would not have the same savings benefit.

3) A Memorandum of Understanding can be drafted for the SANBAG Board and each participating agency once we know a final cost for this work and how many agencies are willing to participate.

Benefits of a Regional Approach

There are a number of advantages to a regional approach building on the recent work conducted for San Bernardino County.

1) Cost savings – each agency will see significant savings due to work already completed, economies of scale, and SANBAG's underwriting.
2) More competitive for grants – a regional approach will be evaluated much more favorably by state or federal agencies in scoring competitive grants for environmental planning or greenhouse gas reduction plans.
3) SB 375 synergy – this effort is well timed to help us shape our own destiny as the implementation of SB 375 is defined.
4) Transportation analysis only makes sense at a subregional or regional level – it is no surprise that a significant source of greenhouse gas is related to transportation and it is very difficult for any single agency to account for and model these impacts without looking at the broader region.
5) CEQA streamlining – use the regional plan and its EIR to provide a consistent and legally defensible way for future projects to streamline CEQA analysis of climate change impacts for their specific projects.
6) Promote job growth – CEQA streamlining and the other work associated with this plan will make compliance easier with other state agencies for those developing projects in our region. This could give us a competitive advantage over areas that have not created a regional plan and help encourage investment as the economy recovers.

Why is SANBAG Participating?

SANBAG's role as a Council of Governments is to facilitate discussion of matters of regional concern and encourage coordinated planning when the region benefits. By helping to coordinate this effort, SANBAG is fulfilling its role as a Council of Governments and is practicing sound and efficient regional planning. Greenhouse gas emissions don't respect city limits and a regional approach to the issue makes more sense than each individual agency taking on the burden and duplicating the efforts of its neighbors. Additionally, SANBAG has a role to play

in the implementation of SB 375 and this effort would better enable SANBAG to fulfill that role.

As part of its mission, SANBAG has a Council of Governments New Initiatives budget (Task No. 49010000) to be used at the discretion of the Board of Directors for these types of regional efforts. It is recommended that an amount not to exceed $225,000 be allocated from this Task for this project. The Council of Governments New Initiatives budget is made up of dues paid each year by SANBAG's member agencies and this amount is about half of the amount collected over the past eight years. It is fitting that this budget be used to underwrite the cost of this effort to benefit our member agencies.

Financial Impact: Though this item is not specifically identified in the FY 2009/10 SANBAG budget, the $225,000 requested is within the amount set aside in the Council of Governments New Initiatives budget (Task No. 49010000) to be allocated at the discretion of the Board of Directors.

Reviewed By: This item was reviewed and recommended for approval by the Plans & Programs Policy Committee at their July 15, 2009 meeting. It was also reviewed by the City Manager's Technical Advisory Committee on July 16, 2009.

Responsible Staff: Duane A. Baker, Director of Management Services

BRD0908b-DAB.docx
49010000

Exhibit A

Cost Sharing Plan

City	Population	$864,399.00 w/o SANBAG	$648,299.00 SANBAG @ 25%
ADELANTO	28,265	$24,927.46	$18,695.59
APPLE VALLEY	69,861	$35,109.98	$26,332.48
BARSTOW	24,213	$23,935.55	$17,951.66
BIG BEAR LAKE	6,255	$19,539.51	$14,654.63
CHINO	84,173	$38,613.50	$28,960.11
CHINO HILLS	78,725	$37,279.85	$27,959.88
COLTON	51,684	$30,660.33	$22,995.24
FONTANA	189,021	$64,279.84	$48,209.86
GRAND TERRACE	12,484	$21,064.34	$15,798.25
HESPERIA	88,184	$39,595.37	$29,696.52
HIGHLAND	52,372	$30,828.75	$23,121.55
LOMA LINDA	22,619	$23,545.35	$17,659.00
MONTCLAIR	36,964	$27,056.94	$20,292.70
NEEDLES	5,793	$19,426.41	$14,569.80
ONTARIO	173,188	$60,403.99	$45,302.97
RANCHO CUCAMONGA	177,736	$61,517.32	$46,137.97
REDLANDS	71,646	$35,546.94	$26,660.20
RIALTO	100,022	$42,493.27	$31,869.94
SAN BERNARDINO	204,483	$68,064.87	$51,048.63
TWENTYNINE PALMS	30,832	$25,555.85	$19,166.88
UPLAND	75,035	$36,376.56	$27,282.41
VICTORVILLE	109,441	$44,799.00	$33,599.23
YUCAIPA	51,317	$30,570.49	$22,927.86
YUCCA VALLEY	21,239	$23,207.53	$17,405.64
SUMMARY:			
TOTAL UNINCORPORATED COUNTY	*295,398*	*$0.00*	$0.00
TOTAL INCORPORATED	1,765,552	$864,399.00	$648,299.00
GRAND TOTAL	*2,060,950*	*$864,399.00*	*$648,299.00*

BRD0908b-DAB.docx
49010000

Exhibit B

Cost Estimate ICF Jones & Stokes Proposal

Attached is a cost estimate for the scope of work proposed above. We have provided cost estimate assumptions in the scope of work that correspond with the proposed budget. However, given the complexity of working with so many cities and the many variables in completing the inventories and reduction plans, it is possible that the cost to complete this work could vary from that proposed herein. We propose to consult with SANBAG and the SBRCP before contracting to confirm the key assumptions contained herein and to develop a shared understanding of what is and is not included in the contract scope. We propose to complete this work on a time and materials basis with a not-to exceed amount established in the contract. We will track project progress closely and will identify to the SBRCP far in advance if it appears that project completion may require additional funding as well as the rationale for such additional funding compared to the contract scope. During the course of the work, we will identify any out of scope items and seek written authorization from the SBRCP prior to conducting any such work.

Cost Estimate for San Bernardino County Regional Greenhouse Gas Inventory and Reduction Plan *ICF/ICF Jones & Stokes (July 1, 2009)*				
Task	ICF Hours	Subcontractor (DKS)	Direct Expenses	Cost
Task 1. Preliminary Research, Data Source Identification, and Scoping	252			$44,375
Task 1.1 Project Startup Meeting	54			$10,935
Task 1.2 Literature and Data Source Review	78			$11,760
Task 1.3 Scoping Issues Paper	122			$21,680
Task 2. Finalization of Data Source and Scoping Issues	240			$39,005
Task 2.1 Internal GHG Plan Tool Scope Meeting	51			$8,335
Task 2.2 External GHG Plan Scope Meeting	48			$8,260
Task 2.3 Final Scoping Issues Paper	35			$5,620
Task 2.4 Candidate Measures for City External GHG Plan	72			$10,470
Task 2.5 Data Acquisition for External GHG Inventories and Plan	34			$5,400
Task 3. Tool Development and Support for City Internal Inventories and Reduction Plans	381			$54,750
Task 3.1 Develop Internal Inventory and Reduction Planning To	267			$38,670
Task 3.2 User Support for Internal Inventory/Reduction Planning To	114			$16,080
Task 4. Development of Local and Regional GHG Reduction Strategies	508			$185,666
Task 4.1 Water	78			$13,565
Task 4.2 On-road Transportation	170	$110,431		$134,356
Task 4.3 Goods Movement	112			$17,595
Task 4.4 Waste	83			$11,190
Task 4.5 Industrial and Stationary Source	21			$2,935
Task 4.6 Building Energy	44			$6,025
Task 5. Analysis and Greenhouse Gas Baseline Development for City External Inventories	595			$78,705
Task 5.1 External Inventories	118			$16,590
Task 5.2 "Business-as-Usual" Projections	49			$7,540
Task 5.3 Produce Draft External Inventory Repo	186			$26,490
Task 5.4 Revise External Inventory Repo	125			$16,590
Task 5.5 Produce Final External Inventory Repo	119			$13,505
Task 6. Development of City External GHG Reduction Goals and Strategies	620			$88,630
Task 6.1 External GHG Reductions	194			$33,470
Task 6.2 Administrative Draft GHG Emission Reduction Pla	175			$23,575
Task 6.3 Draft External GHG Emission Reduction Plan	123			$15,455
Task 6.4 Final External GHG Emission Reduction Pla	128			$15,530
Task 7. Evaluation of GHG Reduction Strategy Feasibility and Cost Effectiveness	357			$51,385
Task 7.1. Identify Societal Costs/Benefits of Initiative	237			$34,045
Task 7.2. Develop Impact Mode	120			$17,340
Total hours	2,953			
Subtotals		*$110,431*		$542,516
Direct Expenses				
521.00 Meals, and Lodging			$3,850	$3,850
522.00 Airfares			$5,100	$5,100
523.02 Reproductions (8.5x11 Color = .18/page) (8.5x11 B&W = .05/page			$30	$30
523.04 Postage and Deliver			$20	$20
523.05 Travel, Auto, incld. Mileage at current IRS rate (.55/mi			$500	$500
523.06 GIS/CAD/MAC			$200	$200
Mark up on all non-labor costs and subcont 10%			$12,043	$12,043
Direct expense subtota			$22,043	$22,043
Total price				$564,559

BRD0908b-DAB.docx
49010000

Exhibit B

Cost Estimate for San Bernardino County Regional Greenhouse Gas Inventory and Reduction Plan *ICF/ICF Jones & Stokes (July 1, 2009)*				
Task	ICF Hours	Subcontractor (DKS)	Direct Expenses	Cost
Task 1. Preliminary Research, Data Source Identification, and Scoping	**252**			**$44,375**
Task 1.1 Project Startup Meeting	54			$10,935
Task 1.2 Literature and Data Source Review	76			$11,760
Task 1.3 Scoping Issues Paper	122			$21,680
Task 2. Finalization of Data Source and Scoping Issues	**240**			**$39,005**
Task 2.1 Internal GHG Plan Tool Scope Meetin	51			$8,335
Task 2.2 External GHG Plan Scope Meetin	48			$8,990
Task 2.3 Final Scoping Issues Pape	35			$5,820
Task 2.4 Candidate Measures for City External GHG Plan	72			$10,470
Task 2.5 Data Acquisition for External GHG Inventories and Plar	34			$5,400
Task 3. Tool Development and Support for City Internal Inventories and Reduction Plans	**381**			**$54,750**
Task 3.1 Develop Internal Inventory and Reduction Planning To	267			$38,670
Task 3.2 User Support for Internal Inventory/Reduction Planning To	114			$16,080
Task 4. Development of Local and Regional GHG Reduction Strategies	**508**			**$185,666**
Task 4.1 Water	78			$13,585
Task 4.2 On-road Transportatio	170	$110,431		$134,356
Task 4.3 Goods Movemen	112			$17,595
Task 4.4 Waste	83			$11,190
Task 4.5 Industrial and Stationary Source	21			$2,935
Task 4.6 Building Energy	44			$6,025
Task 5. Analysis and Greenhouse Gas Baseline Development for City External Inventories	**595**			**$78,705**
Task 5.1 External Inventories	118			$16,550
Task 5.2 "Business-as-Usual" Projections	40			$7,540
Task 5.3 Produce Draft External Inventory Repo	196			$28,490
Task 5.4 Revise External Inventory Repo	125			$14,590
Task 5.5 Produce Final External Inventory Repo	112			$13,505
Task 6. Development of City External GHG Reduction Goals and Strategies	**620**			**$88,630**
Task 6.1 External GHG Reductions	194			$33,470
Task 6.2 Administrative Draft GHG Emission Reduction Pla	175			$23,575
Task 6.3 Draft External GHG Emission Reduction Plar	123			$15,455
Task 6.4 Final External GHG Emission Reduction Pla	128			$16,530
Task 7. Evaluation of GHG Reduction Strategy Feasibility and Cost Effectiveness	**357**			**$51,385**
Task 7.1. Identify Societal Costs/Benefits of Initiative	237			$34,045
Task 7.2. Develop Impact Mode	120			$17,340
Total hours	2,953			
Subtotals		*$110,431*		*$542,516*
Direct Expenses				
521.00 Meals, and Lodging			$3,850	$3,850
522.00 Airfares			$5,100	$5,100
523.02 Reproductions (8.5x11 Color = .18/page) (8.5x11 B&W = .05/page			$30	$30
523.04 Postage and Deliver			$20	$20
523.05 Travel, Auto, incld. Mileage at current IRS rate (.55/mile			$600	$600
523.06 GIS/CAD/MAC			$200	$200
Mark up on all non-labor costs and subcont 10%			$12,043	$12,043
Direct expense subtota			$22,043	$22,043
Total price				$564,559

BRD0908b-DAB.docx
49010000

Exhibit B
Cost Estimate – PBS&J Proposal

Task		Cost
Task 1: Technical Oversight		35,700
Task 1A: Meeting with Cities, SANBAG, and County	2,000	
Task 1B: Peer Review of Scoping Issues	4,500	
Task 1C: Finalization of Data Sources and Scoping Issues	2,800	
Task 1D: Review of Candidate Measures	4,500	
Task 1E: Review of Local and Regional Reduction Strategies	6,200	
Task 1F: Review of External GHG Inventories	9,500	
Task 1F: Review of Reduction Goals and Strategies	6,200	
Task 2: Technical Representative		6,240
Task 3 Environmental Impact Report		220,700
Task 3A: Draft Memorandum of Understanding	9,200	
Task 3B: Notice of Preparation	3,200	
Task 3C: Administrative Draft EIR	162,360	
Task 3D: Draft EIR	9,280	
Task 3E: Final EIR	18,360	
Task 3F : Findings of Fact and Statement of Overriding Considerations	8,500	
Task 3G: Notice of Determination	1,200	
Task 3H: GHG Significance Thresholds and CEQA Streamlining Methodology Document	8,600	
Direct Costs*:		37,200
Total:		**299,840**

*Direct costs include mileage, reproduction, data purchases (aerial, etc.), delivery fees and similar costs. The Direct Costs budget is a time-and-materials, not-to-exceed budget. PBS&J will work with the client to identify ways to reduce direct costs. The primary means for reducing costs include use of CDs instead of paper copies of documents.

BRD0908b-DAB.docx
49010000

ATTACHMENT C

Economics & Politics, Inc.

961 Creek View Lane
Redlands, CA 92373
(909) 307-9444 Phone
(909) 748-0620 FAX
john@johnhusing.com
www.johnhusing.com

Potential Economics of a Countywide Approach to Greenhouse Gas/Sustainable Communities Strategies

A key economic issue facing the Inland Empire is ensuring that the economy that emerges from the current "Great Recession" is not the same one that entered it. That is a difficult challenge because the nature of any regional economy is the inevitable result of its underlying competitive advantages. Those advantages are very difficult to change. If San Bernardino County were to undertake a serious regional approach to Greenhouse Gas and Sustainable Community Strategies, its municipal and county governments **could potentially provide the area with a new competitive cost advantage for luring employers**. To understand why, it is necessary to review the role competitive costs play in our area's economic development.

Today, the Inland Empire has Southern California's greatest supply of undeveloped land. That has meant that real estate projects are less expensive to build here than in coastal areas. It is why residential, retail and industrial developments have become major features of the inland economy. An apparent oddity is that office construction has not benefited as well.

Here, the reason stems from the fact that the Inland Empire's lower housing costs have historically tended to lure a population with abnormally low educational levels. This has given the area a labor force that is both a competitive advantage and disadvantage. It is an advantage in that it provides a large blue collar labor force that will work for a little less to avoid long commutes. Combined with plentiful land, this has created competitive advantages that have led to tremendous construction, logistics and manufacturing job growth.

However, the poorly educated workforce is a disadvantage in that it has meant that the Inland Empire has not been competitive for high-end firms needing educated workers. Since these types of companies generally require office space, it is why that form of development has lagged, despite the area's ability to offer less expensive office facilities. It is also why the region's manufacturing sector has tended to stress products that use labor-intensive processes requiring fewer skilled workers. Unfortunately, these producers can often easily move offshore.

Importantly, from 2000-2007, the number of inland adults with bachelor's or graduate degrees did grow by 155,301 people (*+49.7%*) as well-educated younger families began to move inland to take advantage of the Inland Empire's lower housing costs. This means that the area now has the opportunity to start developing the high-end of its economy that has been missing. However, while lower cost office and manufacturing facilities can cause firms that need this labor to consider the Inland Empire, alone it has not yet proven to be a sufficient reason for many to move.

Here is where a countywide Sustainable Communities Strategy could come into play. When the current recession ends, if the cities/county were to have mandates in place that new office, manufacturing and logistics facilities must be energy efficient and incorporate solar power, it would lower the cost of operating structures for the firms occupying our newest facilities. Since most of Southern California's new buildings must be built in the Inland Empire, this would give San Bernardino County a new energy-based competitive cost advantage to offer targeted firms and sectors. Finding ways to help building owners to finance retrofits to their facilities would further this end. Also, state law should be changed to give some break to developers facing this requirement. If such a measure became a part of the Sustainable Communities Strategy, it would make allow "Green" to go from being a meaningless slogan to becoming a realistic part of inland economic development and marketing efforts. This cost advantage could be aimed at the kinds of firms that have not yet chosen to locate here.

AGENDA REPORT

SUBJECT:	CONSIDER ACCEPTING QUITCLAIM DEED FROM HAROLD W. AND PEGGY C. McCOY AND CARL L. McCOY FOR PROPERTY LOCATED ON THE EAST SIDE OF MONTE VISTA AVENUE SOUTH OF STATE STREET IN THE CITY OF MONTCLAIR	**DATE:**	November 2, 2009
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	4
		FILE I.D.:	STA110
BUSINESS PLAN:	STRATEGIC PRIORITY NO. 6	**DEPT.:**	PUBLIC WORKS

REASON FOR CONSIDERATION: As part of ongoing efforts to secure right-of-way for the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project, the City is currently in escrow to purchase certain real property in the City of Montclair. The owners of the property, as part of the purchase and sale agreement, are quitclaiming any and all rights and interests to the improvements on that property to the City. Acceptance of the quitclaim deed requires City Council approval.

Acceptance of this quitclaim deed satisfies a portion of Strategic Priority No. 6 as contained in Montclair's "Business Plan."

BACKGROUND: With the passage of the Traffic Congestion Relief Act of 2000, funding was made available for the construction of grade separations between streets and railroad tracks in several areas of the state. The Act provided $95 million for grade separations in San Bernardino County, including one between Monte Vista Avenue and the Union Pacific Railroad tracks. A consultant was hired by the City to assist with the environmental clearance, design, and right-of-way acquisition.

On June 8, 2008, the City entered into Agreement No. 08-35, a purchase and sale agreement with Harold W. and Peggy C. McCoy and Carl L. McCoy (McCoys) for property located at 10763-10771 Monte Vista Avenue. Close of escrow was delayed due to some hazardous waste cleanup required on the site, which was paid for by the McCoys. The site is now free and clear of any hazardous wastes and escrow will soon close.

The City's right-of-way acquisition agent has recommended that the McCoys quitclaim any rights or interests to the improvements on the subject property to the City. A quitclaim deed to that effect has been executed by the McCoys for acceptance by the City.

FISCAL IMPACT: Acceptance of the quitclaim deed would eliminate any future claim for compensation by the McCoys for improvements on the subject property.

RECOMMENDATION: Staff recommends the City Council accept the quitclaim deed from Harold W. and Peggy C. McCoy and Carl L. McCoy for property located on the east side of Monte Vista Avenue south of State Street in the City of Montclair.

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

RECORDING REQUESTED BY:
City of Montclair
5111 Benito Street
Montclair, CA 91764
WHEN RECORDED MAIL TO:
Same as above

RECORDER:
Record without fee subject to Govt. Code 6103.
Recordation required to complete chain of title.

San Bernardino County APN: 1011-301-24	**QUITCLAIM DEED**	DOCUMENT TRANSFER TAX $ 0.00 PER REVENUE & TAXATION CODE SECTION 11922

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

HAROLD W. MC COY & PEGGY C. MC COY, TRUSTEES OF THE HAROLD W. MC COY & PEGGY C. MC COY REVOCABLE LIVING TRUST DATED JULY 19, 1990, AS TO AN UNDIVIDED ½ INTEREST AND CARL L. MC COY, TRUSTEE OF THE CARL L. MC COY REVOCABLE LIVING TRUST DATED MAY 17, 1990, AS TO AN UNDIVIDED ½ INTEREST

do hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the City of Montclair all right title and interest Grantors may have in the improvements pertaining to the realty which are attached or affixed in any manner to the following described real property, specifically including, but not limited to the items identified in Exhibit "A" attached hereto and by this reference made a part hereof, which either generally or for purposes of this deed are part of that parcel of real property in the City of Montclair, County of San Bernardino, State of California, described as follows:

See EXHIBIT "B" Legal Description,
Attached hereto and made a part hereof

Trustee HAROLD W. MC COY, TRUSTEE	9-17-09 Date	Trustee CARL L. MC COY, TRUSTEE	9-17-09 Date
Trustee PEGGY C. MC COY, TRUSTEE	9-17-09 Date		Date

ACCEPTANCE:
This is to certify that the interest in the LANDS conveyed by the within instrument to the City of Montclair, a municipal corporation, is hereby accepted by the undersigned officer/agent on behalf of the City Council, and the Grantee consents to the recordation thereof by its duly authorized officer/agent.

Date:

Title: City Clerk

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Name	Not Applicable Street Address	City & State

EXHIBIT "A"

IMPROVEMENTS PERTAINING TO THE REALTY

Item	Qty.	Description
		HOBBY CLUB USA
1	1,284	Square feet of pegboard, painted, furred
2	10	Fluorescent light fistures, 8', 2-bulb, pendant-hung
3	5	Flourescent light fixtures, 4' 2- bulb, pendant-hung
4	1	Lot of supplemental electric, consisting of: 12 Duplex receptacles 130 Linear feet of 1/2" conduit wiring
5	80	Linear feet of model railroad train tracks, G scale wood base, ceiling suspended
6	170	Linear feet of shelving with metal brackets
7	1	Television shelf, 2' x 4', with chain link support
8	128	Square feet of overhead shelf, 2" x 4" frame, 3/4" particle board
9	1	Alarm system, conststing of: 1 keypad 1 Horn 2 Door sensors 3 Warehouse door sensors 2 Motion sensors 1 Remote panic button (Verified - onwed by Hobby Club USA with Miguel Celis at Stanley Security Systems)
10	1	Lot of vinyl window lettering
11	1	Sign, vinyl letters on base, 8' x 4', consisting of: 1 "Hobby Club, 8" letters 1 "USA", 21 letters 1 "R.C. Planes & Trains and 10771 Monte Vista-Ontario- 909 628 4300, 3" letters 1 Graphic of train 1 Graphic of plane
12	4	Surveillance cameras, wireless, Century, Model no.: 05400
13	300	Square feet of display wall, 2" x 4" framing, painted
14	5	Telephone Jacks

EXHIBIT "A"

IMPROVEMENTS PERTAINING TO THE REALTY

Item	Qty.	Description
		3P VENTURES DBA SO-CAL TEARDROPS
15	1	Lot of electrical installation for compressor and 50 amp receptacle
16	1	Lot of minor miscellaneous improvements
17	80	Linear feet of 3/4" PVC pneumatic line
18	1	Corner printer shelf, 4' wide x 2 deep, 3/4" plywood
19	1	Wall shelf, 3' wide X 1' deep, laminate on wood brackets
20	4	Wall board for plastic bins, 36" wide
		RAY ORNELAS
21	1	Lot of supplemental electrical for various machines
22	1	Misc. minor improvements

Exhibit "B"

A PARCEL OF LAND DESCRIBED IN DEED TO HAROLD W. MC COY & PEGGY C. MC COY, TRUSTEES OF THE HAROLD W. MC COY AND PEGGY C. MC COY REVOCABLE LIVING TRUST DATED JULY 19, 1990, AS TO AN UNDIVIDED ½ INTEREST AND CARL L. MC COY, TRUSTEE OF THE CARL L. MC COY REVOCABLE LIVING TRUST DATED MAY 17, 1990 AS TO AN UNDIVIDED ½ INTEREST RECORDED FEBRUARY 12, 1991 DOCUMENT NO. 91050374 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY SAID PARCEL DESCRIBED IN SAID DEED AS FOLLOWS: (RESTATED AS RECORDED)

ALL THAT PORTION OF LOT 2, BLOCK 29, ACCORDING TO MAP OF MONTE VISTA TRACT, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 34 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2, SAID POINT BEING ON THE EAST LINE OF MONTE VISTA AVENUE; THENCE NORTH 234.00 FEET ALONG THE EAST LINE OF SAID MONTE VISTA AVENUE TO THE NORTHWEST CORNER OF THE LAND DESCRIBED IN THE DEED TO HAROLD W. MC COY ET UX, BY DEED RECORDED OCTOBER 30, 1963 IN BOOK 6019, PAGE 65 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TO THE TRUE POINT OF BEGINNING.

THENCE EAST ALONG THE NORTH LINE OF SAID MC COY LAND TO THE EASTERLY LINE OF THE LAND CONVEYED TO ROY W. PHELPS ET UX., AND RAYMOND W. ALBRECHT, ET UX., BY DEED RECORDED NOVEMBER 9, 1960 IN BOOK 5278, PAGE 376; THENCE NORTHERLY ALONG SAID EASTERLY LINE TO THE NORTH LINE OF PHELPS LAND, THENCE WEST ALONG SAID NORTH LINE TO THE EAST LINE OF SAID MONTE VISTA AVENUE; THENCE SOUTH ALONG THE EAST LINE OF SAID MONTE VISTA AVENUE, TO THE TRUE POINT OF BEGINNING.

ACCEPTING THEREFROM THE SOUTH 60.84 FEET.

THE ABOVE PARCEL OF LAND CONTAINS 0.49 ACRES (21,383 SF) MORE OR LESS.

PREPARED BY ME OR UNDER MY DIRECTION

BY: Larry E. Barnes 2.16.06

DATE

PROFESSIONAL LAND SURVEYOR
LARRY E. BARNES
No. 7766
EXP. 12-31-07
STATE OF CALIFORNIA

NOTARY ACKNOWLEDGMENT

State of California
County of San Bernardino } ss.

On September 17, 2009, before me, Raimok Dawit, a Notary Public, personally appeared Harold W. McCoy, Peggy C. McCoy and Carl L. McCoy,

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

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

WITNESS my hand and official seal.

Signature of Notary

Notary Seal

RAIMOK DAWIT
Commission # 1838747
Notary Public - California
San Bernardino County
My Comm. Expires Feb 27, 2013

AGENDA REPORT

SUBJECT:	CONSIDER AUTHORIZATION TO ADVERTISE FOR BID PROPOSALS FOR THE MISSION BOULEVARD IMPROVEMENT PHASE 8 PROJECT	**DATE:**	November 2, 2009
		SECTION:	ADMIN. REPORTS
	CONSIDER AUTHORIZING CITY MANAGER TO AWARD A CONSTRUCTION CONTRACT TO AND EXECUTE AGREEMENT WITH LOWEST RESPONSIBLE, RESPONSIVE BIDDER AND INCLUDE A CONSTRUCTION CONTINGENCY OF 10 PERCENT	**ITEM NO.:**	5
		FILE I.D.:	SSP178
		DEPT.:	PUBLIC WORKS
BUSINESS PLAN:	**STRATEGIC PRIORITY NO. 3, GOAL 3**		

REASON FOR CONSIDERATION: Advertising for bid proposals is subject to City Council approval.

Construction of this project would satisfy a portion of Strategic Priority No. 3, Goal 3, as contained in Montclair's "Business Plan."

BACKGROUND: The Fiscal Years 2008-2012 Capital Improvement Program has identified funding for various phases of the Mission Boulevard Improvement Project. The work is intended to enhance the appearance and improve the ridability of Mission Boulevard. The City has already completed work on Phases 1-6 and is out to bid on Phase 7.

The Mission Boulevard Improvement Phase 8 Project would commence where Phase 6 improvements ended, approximately 300 feet west of Central Avenue, and continue easterly through the Central Avenue intersection to the city limits at Benson Avenue. The project work would include median islands with landscaping and irrigation; pavement reconstruction; addition of curb, gutter, and sidewalk; striping; crosswalk enhancements at major intersections; and street lighting.

FISCAL IMPACT: The cost of advertising this project should not exceed $3,500. The project cost estimate is currently $3 million. Funding for this project includes $300,000 of Transportation Enhancement-American Recovery and Reinvestment Act of 2009 (TE-ARRA) funds made available through San Bernardino Associated Governments (SANBAG) for projects that are "shovel-ready." In order to qualify for these funds, the project must be awarded prior to the end of this calendar year. As with all TE-ARRA funded projects, authorization to advertise and award must be approved by Caltrans. The request for this approval has been submitted to Caltrans, with the expectation that approval will be given within the next few weeks. A bid opening is tentatively scheduled in December, but in the event it occurs past the City Council deadline for the agenda, delegating the authority to award the construction contract to the City Manager will ensure the City's ability to have the contract awarded before the end of the year. Remaining costs will be funded by the Redevelopment Agency and Measure I.

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

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

1. Authorize staff to advertise for bid proposals for the Mission Boulevard Improvement Phase 8 Project.

2. Authorize City Manager to award a construction contract to and execute agreement with the lowest responsible, responsive bidder, and include a construction contingency of 10 percent.

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF FILING OF A NOTICE OF COMPLETION FOR CONSTRUCTION OF THE PUBLIC WORKS CORPORATE YARD ABOVE-GROUND FUEL TANK PROJECT; REDUCTION OF FAITHFUL PERFORMANCE BOND TO 10 PERCENT; AND RETENTION OF PAYMENT BOND FOR SIX MONTHS CONSIDER RELEASE OF RETENTION 30 DAYS AFTER RECORDATION OF NOTICE OF COMPLETION	**DATE:**	November 2, 2009
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	6
		FILE I.D.:	EMR150
		DEPT.:	PUBLIC WORKS

REASON FOR CONSIDERATION: State law requires Notices of Completion to be recorded with the County Recorder upon acceptance of a public works project. Notices of Completion require City Council approval.

BACKGROUND: On April 20, 2009, West-Tek, Inc., was awarded a contract for construction of the Public Works Corporate Yard Above-Ground Fuel Tank Project and entered into Agreement No. 09-30. All work required under Agreement No. 09-30 has been satisfactorily completed. Work included removal of the underground fuel tanks and fueling dispensers at Fire Station No. 1 and the City Corporate Yard, as well as installation of a new above-ground fueling system and canopy at the City Corporate Yard.

FISCAL IMPACT: During the course of construction, it was necessary to adjust a few quantities as well as modify the project scope of services through construction change orders. The changes ultimately increased the total construction cost from the awarded amount of $233,700 to the final cost of $257,465.86, a $23,765.86 increase.

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

1. Approve the filing of a Notice of Completion for construction of the Public Works Corporate Yard Above-Ground Fuel Tank Project .

2. Reduce the Faithful Performance Bond to 10 percent.

3. Retain the Payment Bond for six months.

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

AGENDA REPORT

SUBJECT:	CONSIDER DECLARING THREE VEHICLES AND ONE TRAILER AS SURPLUS AND AUTHORIZING TWO VEHICLES AND ONE TRAILER TO BE SOLD BY KEN PORTER AUCTION SYSTEMS ON BEHALF OF THE CITY OF MONTCLAIR AND ONE VEHICLE TO BE SALVAGED FOR PARTS AND SOLD FOR SCRAP METAL	**DATE:**	November 2, 2009
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	7
		FILE I.D.:	EQS052/VEH120
		DEPT.:	PUBLIC WORKS
PLAN:	**BUSINESS** N/A		

REASON FOR CONSIDERATION: The City Council is requested to consider declaring three City vehicles and one trailer that are no longer in service as surplus. In addition, two vehicles and one trailer would be sold at auction and one vehicle would be salvaged for parts to repair other vehicles in the City fleet and after the vehicle is salvaged for parts it would be sold for scrap metal.

BACKGROUND: The vehicles and trailer listed below have reached the end of their service lives, are no longer in use, and are recommended to be declared surplus. Two vehicles and one trailer are recommended to be sold at auction and one vehicle is recommended to be salvaged for parts. The vehicle identification numbers, serial numbers, mileage, and estimated sales prices are as follows:

Department	*Year and Model*	*Serial/Vehicle Identification Number*	*Mileage*	*Estimated Sales Price*
Public Works	1979 Zieman Tilt Trailer	Z-050311	n/a	$ 800
Police	2002 Ford Crown Victoria	2FAHP71WD3X171952	95,232	$ n/a
Police	2002 Ford Crown Victoria	2FAHP71W43X171954	107,379	$ 900
Community Development	1992 Chevrolet Caprice	1G1BN5374NR146865	109,115	$ 750

The 1979 Zieman Tilt Trailer was used in the Public Works Street Maintenance Division. It was mainly used to transport the 4 to 6 ton Ingram roller that was declared surplus and sold in 2008. The trailer has not been used in several years and is occupying valuable and limited space at the City Yard.

Prepared by:		Reviewed and Approved by:	M. STAATS
Proofed by:		Presented by:	

The 2002 Crown Victoria (VIN No. ending in 1952) was used as a patrol car in the Police Department. This vehicle has already been replaced and has many valuable parts that can be used to repair other Crown Victoria units in the City fleet (such as electric switches, rims, electric window motors, seat belts, doors, etc.) and the cost of these parts outweighs the sale value of this vehicle. This vehicle would be salvaged for parts and then sold for scrap metal.

The 2002 Crown Victoria (VIN No. ending in 1954) was also used as a patrol vehicle by the Police Department. This vehicle had numerous engine, transmission and electrical problems and was replaced last year.

The 1992 Chevrolet Caprice was most recently used as a staff car by the Human Services Division. Prior to that, it was used by the Police Department. This unit is being replaced with a Chevrolet Caprice being transferred from the Fire Department that is in better mechanical condition with fewer miles.

Ken Porter Auction Systems has once again agreed to sell the vehicles and trailer for 3 percent of their sales price plus an additional $50 per unit charge for transporting the vehicles and trailer from the City Yard to the auction site. Ken Porter Auction Systems has sold vehicles and equipment on behalf of the City several times in the past. The company has consistently provided excellent service and responds promptly to staff.

Although there are no guarantees, past experience suggests the City would receive the estimated selling prices. The suggested sales price for the surplus equipment is based on previous sale prices.

FISCAL IMPACT: It is estimated that the City would receive approximately $2,200 from the auction of the vehicles and trailer after deducting commission and transportation costs. Proceeds from the auction of the vehicle and equipment would be returned to the Equipment Replacement Fund.

RECOMMENDATION: Staff recommends the City Council declare three vehicles and one trailer as surplus and authorize two vehicles and one trailer to be sold by Ken Porter Auction Systems on behalf of the City of Montclair and one vehicle to be used for parts and then sold for scrap metal.

AGENDA REPORT

SUBJECT:	CONSIDER AUTHORIZATION TO PURCHASE, DELIVER, AND INSTALL OFFICE AND ACTIVITY ROOM FURNITURE FROM GLOBAL CMAS FOR THE YOUTH CENTER	**DATE:**	November 2, 2009
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	8
BUSINESS PLAN:	N/A	**FILE I.D.:**	HSV105
		DEPT.:	COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing the purchase, delivery, and installation of office and activity room furniture for the new Youth Center.

BACKGROUND: In 2005, the City contracted with WLC Architects to design a new Police Department facility with the option to include design services for a Youth and Senior Centers. The Youth Center was designed reusing the former Police Department site. In preparation of the remodeled facility, Human Services Division personnel visited the showrooms of Kimball Office and Global to research available options concerning durability, versatility, and pricing of office and activity room furniture. A bid process was completed and the following proposals were received:

Global CMAS	$35,391.59
Global Open Market	$41,690.52
Kimball Office	$57,945.48

Global CMAS was chosen as the lowest bid and was part of the California Multiple Award Schedule contract, offering the most durable and functional furniture and meeting the needs of the Youth Center.

FISCAL IMPACT: Should the City Council authorize the purchase, delivery, and installation of the Youth Center office and activity room furniture, the cost would be $35,391.59 and would be allocated from the 2005 Lease Revenue Bond Proceeds.

RECOMMENDATION: Staff recommends the City Council authorize the purchase, delivery, and installation of office and activity room furniture from Global CMAS for the Youth Center.

Prepared by:	Marcia Richter	Reviewed and Approved by:	[signature]
Proofed by:	Christine Sniderly	Presented by:	[signature]

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	**DATE:**	November 2, 2009
		SECTION:	ADMIN. REPORT
		ITEM NO.:	9
		FILE I.D.:	FIN540
BUSINESS PLAN:	N/A	**DEPT.:**	ADMIN. SVCS.

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

BACKGROUND: Mayor Pro Tem Dutrey has examined the Warrant Register dated November 2, 2009, and Payroll Documentation dated August 16, 2009, finds them to be in order and recommends their approval.

FISCAL IMPACT: The Warrant Register dated November 2, 2009, totals $2,473558.50. The Payroll Documentation dated August 16, 2009, totals $592,303.76, with $439,074.22 being the total cash disbursement.

RECOMMENDATION: Staff recommends the above-referenced Warrant Register and Payroll Documentation be approved as presented.

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

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NOS. 09-101 AND 09-102 WITH KEITH ALAN EALY FOR BUSINESS SELF MOVES IN CONJUNCTION WITH THE MONTE VISTA AVENUE/UNION PACIFIC RAILROAD GRADE SEPARATION PROJECT AND AUTHORIZE CITY MANAGER TO SIGN THE AGREEMENTS	**DATE:**	November 2, 2009
		SECTION:	AGREEMENTS
		ITEM NO.:	1
		FILE I.D.:	STA110
		DEPT.:	PUBLIC WORKS
BUSINESS PLAN:	**STRATEGIC PRIORITY NO. 6**		

REASON FOR CONSIDERATION: The City has reached a settlement with Keith Alan Ealy for the acquisition of his property on Monte Vista Avenue in conjunction with the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project. Part of the settlement includes the relocation of two businesses operated on the property by Mr. Ealy. The City is obligated to provide relocation expenses for these businesses. Mr. Ealy has opted to move both businesses himself, which under state law he is entitled to do. Agreement Nos. 09-101 and 09-102 provide a mechanism for reimbursing the business owner for his moving expenses. Agreements with the City require City Council approval.

Approval of Agreement No. 09-101 and 09-102 satisfies a portion of Strategic Priority No. 6 as contained in Montclair's "Business Plan."

BACKGROUND: On January 5, 2009, the City Council adopted Resolution No. 08-2782, a Resolution of Necessity for the acquisition of a fee interest in certain real property, described as Assessor's Parcel Numbers 1011-301-04 and 1011-301-05, by eminent domain, for public right-of-way and construction of the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project. The property owner is Keith Alan Ealy. In addition to the action taken by the City Council, staff was directed to continue negotiating with Mr. Ealy in hopes of achieving a mutually agreeable compensation package. On May 18, 2009, staff reported to the City Council that a compromise had been reached and the City Council agreed to the terms.

Mr. Ealy has now purchased a property for one of the businesses he operates on Monte Vista Avenue, Purple Crane, and expects to soon have replacement housing in which he will operate his second business, Hund Mann. Agreement Nos. 09-101 and 09-102 provide relocation expenses to Keith Alan Ealy, the owner of both businesses. The relocation expenses include the relocation of all equipment, stock, inventory, and other items of personal property.

A quote for a commercial move was obtained from Coast Machinery Movers located in El Monte. Mr. Ealy has opted to move his own businesses, which under state law he is entitled to do. His relocation reimbursement, however, is limited to the amount of the lowest, most reasonable bid as shown in the quotes from Coast Machinery Movers.

Prepared by:		Reviewed and Approved by:	M. STAATS
Proofed by:		Presented by:	

FISCAL IMPACT: Agreement No. 09-101 provides for payment of $81,000 to be made in two equal installments. Agreement No. 09-102 provides for payment of $18,384, also to be made in two equal installments. The first payments would be made upon execution of these agreements. The second payments would be made after the City has verified that the move has been completed. The amounts being requested are included in the settlement cost for this property acquisition. Right-of-way acquisition costs, including relocation expenses, are being funded by the state through the Traffic Congestion Relief Act of 2000. Upon payment of relocation expenses, the City would submit a reimbursement request to the state.

RECOMMENDATION: Staff recommends the City Council approve Agreement Nos. 09-101 and 09-102 with Keith Alan Ealy for business self moves in conjunction with the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project and authorize City Manager to sign the agreements.

Business Self Move Agreement

It is hereby understood and agreed by Purple Crane (called here the "Claimant") and the City of Montclair (called here the "Displacing Agency") that the amount to be paid to the Claimant for the relocation of all equipment, stock, inventory, and other items of personal property itemized on the attached inventory (**Exhibit "A"**) and not acquired with the real property located at 10747 S. Monte Vista, Montclair, CA 91763 ("Subject Property") to the replacement business location at 1261 E. 9th street, Pomona, CA 91766 ("Replacement Site") is **Eighty One Thousand Dollars** ($81,000.00). This payment is based on the amount of the lowest, most reasonable bid, attached hereto as **Exhibit "B"**.

The parties further agree as follows:

1. In order to facilitate the move, the Displacing Agency will process one check for half of the total moving payment in the amount of $40,500.00 which will be delivered by a representative of Overland, Pacific & Cutler, Inc.

2. The final check in the amount of $40,500.00 will be released when a representative of Overland, Pacific & Cutler, Inc. the Displacing Agency's relocation representative has personally inspected the Subject/Displacement Property to verify completion of the move.

3. If upon inspection by a representative of Overland, Pacific & Cutler, Inc. any portion of the items on Exhibit "A" were not relocated to the Replacement Site for any reason whatsoever, an appropriate reduction in the agreed amount shall be made by the Displacing Agency.

4. The Claimant shall allow a representative of Overland, Pacific & Cutler, Inc. to monitor the move as it sees fit, and such monitoring shall not carry with it any liability or responsibility on the part of the Displacing Agency or Overland, Pacific & Cutler, Inc.

5. Neither the Displacing Agency nor any employee, officer, or agent thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Claimant under or in connection with the agreement. It is also understood and agreed that the Claimant shall fully indemnify and hold the Displacing Agency and Overland, Pacific & Cutler, Inc. harmless for any liability imposed by injury or damage to property occurring by reason of anything done or omitted by Claimant in connection with this agreement.

6. In the event the actual cost of the move exceeds the amount agreed upon above, only those additional costs which can be shown to have been actually required in order to complete the move will, within certain limitations, be reimbursed. In this event, the actual cost of the entire move must be itemized and documented in support of the claim. All moving expense records are subject to review and audit by a representative of the Displacing Agency.

This agreement does not include specialized and related moving costs which are to be performed by others. These costs will be handled under a separate claim upon completion of the work and presentation of itemized paid bills. Such specialized and related moving costs may include the following:

None

Keith Ealy

Claimant Signature

10/12/09

Date

Recommended:

Overland, Pacific & Cutler, Inc.

Karen Jackson

Karen Jackson

Mark LaBonte

Approved:

City of Montclair

Lee C. McDougal, City Manager

Date

Attachments

EXHIBIT "A"

The following items require relocation and have not been acquired with the real property in conjunction with the acquisition of the Subject Property.

Please list and describe all items to be relocated:

Please see attached inventory list

I certify under the penalty of perjury that the above listed items are personal property owned by me and are to be relocated to the Replacement Site.

Dated: 10/12/09 By: _____
Keith Ealy

Exhibit "A"

PURPLE CRANE SERVICES, INC.
MOVABLE EQUIPMENT

Item No.	Qty.	Description
3	4	Drum pumps, manual
4	1	Lot of air hoses
5	1	Air compressor, Craftsman, 6 HP, 60 gallon, vertical tank, twin cylinder
6	1	Heavy duty drum pump, manual
7	1	Utility cart
8	1	Flatbed cart, 3' x 5'
9	2	Storage cabinets, metal
10	1	Shed cover, 8' x 4'
11	30	Linear feet of pallet racks, 12' high, 3' deep, 2 - 3 tiers
12	1	Pneumatic jack
13	1	Power washer
14	1	Step tool box
15	1	Transmission jack
16	2	Jack stands
17	2	Floor dollies
18	1	Generator, portable
19	1	Wheel barrow
20	1	Shop desk, steel

PURPLE CRANE SERVICES, INC.
MOVABLE EQUIPMENT

Item No.	Qty.	Description
21	1	Walk behind forklift, manufacturer not available
22	1	Hand truck, Vulcan Electric
23	1	Oxy/acetylene torch set
24	1	Refrigerator, over/under, Hotpoint
25	1	Welder, Lincoln, Model no.: AC-225-5
26	1	Shelving, 8' x 8', wood
27	1	Parts bin shelving, metal, 33" x 42"
28	1	Set of office furniture, laminate, including: 1 Desk with upper 1 Barrister's bookcase, 3' wide, 4-tier
29	1	Computer desk, laminate
30	1	File cabinet, 4-drawer
31	1	Copier cabinet, 2-drawer
32	1	Fax machine, Brother, Model no.: 2440C
33	1	Mop and bucket set
34	1	Typewriter
35	1	Lot of computer components
36	1	Shop vac, 4 hp, 10 gallon
37	1	Vacuum, upright, Bissell, 12 amp
38	1	Safe, Amsec, 18" x 24" x 20"

PURPLE CRANE SERVICES, INC.
MOVABLE EQUIPMENT

Item No.	Qty.	Description
39	1	Materials tube rack
40	1	Plotter, Ioline, Model no.: LP3700
41	4	Shelving units
42	1	Lot of power tools, including: 1 Grinder, heavy duty, electric 2 Sawzalls, Milwaukee 1 Jig saw, Bosch 1 Impact gun, Bosch 1 Grinder, electric 1 Heat gun 1 Pneumatic impact 3/4", Sioux 4 Pneumatic tools, 2 sanders, 1 chisel, 1 sprayer 1 Vise, 6" 1 Nibbler, Bosch 1 Circular saw 1 Router, Craftsman 1 Heat gun 1 Router, PC 1 Hammer drill, PC 1 Battery charger, Patriot 1 Pow-R-Set 1 Bolt cutter 1 Chip saw, 14", Black & Decker 1 Large impact gun 1 Roto-Hammer, Skil 1 Abrasive cutoff saw, 14", Milwaukee
43	1	Lot of miscellaneous hand tools, 2 tool boxes, 1 work bench
44	1	Band saw, Jet, Model no.: JWBS-14, Serial no.: 5087165
45	1	Drill press, Delta, Model no.: DP400, Serial no.: 016179WO22

PURPLE CRANE SERVICES, INC.
MOVABLE EQUIPMENT

Item No.	Qty.	Description
46	1	Electro-Magnetic drill press, Milwaukee

EXHIBIT "B"

LOWEST, MOST REASONABLE MOVING BID

Please see attached moving bid

COAST MACHINERY MOVERS

2431 Chico Avenue
South El Monte, CA 91733-1685
(626) 579-4510
FAX (626) 579-9223

Exhibit "B"

Overland, Pacific & Cutler, Inc.

2280 Market Street, Suite 340
Riverside, CA. 92501

Attention: Jeff Wellcome
jwellcome@opcservices.com

Subject: Business relocation from Monte Vista Avenue, Montclair.

4-Purple Crane

Coast Machinery Movers proposes to furnish labor and equipment to relocate with-in a 50-mile radius items listed below:

- 5-Operational Truck Cranes.
- 6-Nonoperational Truck Cranes.
- 2-Pick-up trucks.
- 1-Nonoperational Bus.
- 1-Truck Bed.
- 8-Estamated truckloads miscellaneous crane parts.
- 1-Compressor.
- Multiple pallet racks.
- Multiple engines.
- Electrical disconnection and reconnection.
-
- Miscellaneous shop equipment.

Clarifications:

- Electrical reconnection will be preformed to as is or like condition.
- Quotation does not include permitting, upgrades or inspection.

Budget Quotation Price: $81,000.00

Payment Terms: To be determined.

This is a budget quotation and subject to renegotiation after customer supplied inventory is provided and final location is determined.

Insurance: A certificate of insurance reflecting $2 Million dollars in Commercial Liability is available upon request.

As an additional customer service, **Coast Machinery Movers** offers purchase or consignment auction services for equipment and machinery no longer needed within your operation.

Storage is available at .75¢ per square foot or $75.00 per month minimum.

Thank you for affording us the opportunity of presenting our quotation. It is the business of **Coast Machinery Movers** to provide a fast and efficient move within the dictates of safety.

Sincerely,
David Rowley
Sales Engineer

COAST MACHINERY MOVERS

Claim for Actual Reasonable Moving and Related Expenses

Business, Nonprofit Organizations and Farm Operations

INSTRUCTIONS: *This claim for is for the use of displaced businesses, nonprofit organizations, and farm operations that wish to apply for a PAYMENT FOR ACTUAL REASONABLE MOVING AND REESTABLISHMENT EXPENSES, rather than apply for a FIXED PAYMENT (which has a minimum of $1,000.00 and a maximum of $20,000.00) The Agency will explain the differences between the two payments. If you are eligible to choose either payment, the Agency representative will help you determine which is most advantageous, and will help you complete the form. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal that determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Policies Act (URA) and/or California Relocation Assistance Act.*

FOR AGENCY USE ONLY

Agency	City of Montclair
Project	Monte Vista Grade Seperation
Case #	LIM-005-10747-003
Program Rules	[x] Federal [ ] State [ ] Other
OPC Claim Serial Number	RV010079

SECTION A: General

1. Name Under Which Claimant Conducts Operations Purple Crane	2. Name, Title and Phone # of Person Filing Claim on Behalf of Claimant Keith Ealy

3a. Address From Which Claimant Moved	3b. Date First Occupied	3c. Date Move Started
10747 Monte Vista Ave., Montclair, CA 92562	1/1/1996	Pending

4a. Address to Which Claimant Moved	4b. Date Move Completed	5. Is This a Final Claim?
1261 E. 9th St., Pomona, CA 91766	Pending	[ ] Yes [X] No

6. Type of Operation (Check One):	7. Type of Ownership (Check One):
[X] Business [ ] Farm Operation [ ] Nonprofit Operation	[ ] Sole Propriet. [X] Corporation [ ] Partnership [ ] Nonprofit Org.

8. Computation of Payment

ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Moving Expenses (from Section B)	$81,000.00	
(2) Reestablishment Expenses ($10,000 maximum, from Section C)	$0.00	
(3) Reasonable Searching Expenses (Attach Schedule)	$0.00	
(4) Storage Expenses (Attach Schedule)	$0.00	
(5) Actual Direct Loss of Personal Property (Attach Schedule)	$0.00	
(6) Other Expenses (attach explanation)	$0.00	
(7) Total Amount Claimed (add lines (1) through (6))	$81,000.00	
(8) Amount Previously Received for Expenses Claimed Here (If any)	$0.00	
(9) Amount Requested (Line (7) minus Line (8))	$81,000.00	

9. Certification by Claimant(s)

WARNING: If you knowingly or deliberately make false statements on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition you may not receive any of the amounts claimed on this form. I CERTIFY that this claim and supporting information are true and complete, that I have not submitted any other claim for the expenses listed and that I have not been paid for the expenses by any other source. My choice of type of payment was made on the basis of full explanation by the displacing Agency representative of the difference between the two types of payments available and the eligibility for each.

Signature(s) of Claimant(s) or Claimant(s) Agent	Title (Type or Print)	Date

FOR AGENCY USE ONLY

Payment Action	*Amount of Payment*	*Signature*	*Name (Type or Print)*	*Date*
10. Recommended	$81,000.00		Karen Jackson Senior Consultant	
11. Approved				

© *Overland, Pacific & Cutler, Inc.*

SECTION B: Supporting Data for Moving Expenses (not included in Section C)

Type of Work Performed (moving personal property, phone/utility reconnection, reprinting, etc.)	*Name and Address of Contractor*	*Payment directly to Contractor?* YES	NO	*AMOUNT CLAIMED*	FOR AGENCY USE ONLY
(1) Self move Personal property	Coast Machinery Movers 2431 Chico Avenue, S. El Monte, CA 91733		X	$81,000.00	
(2)				$0.00	
(3)				$0.00	
(4)				$0.00	
(5)				$0.00	
(6)				$0.00	
(7)				$0.00	
(8)				$0.00	
(9)				$0.00	
(10) TOTAL MOVING EXPENSES (Enter this amount on Line (1) of Item 8, Section A)				$81,000.00	

SECTION C: Determination of Reestablishment Expenses (not included in Section B)

Type of Work Performed (repairs required by law or business operation, exterior signing, licenses/permits, etc.)	*Name and Address of Contractor*	*Payment directly to Contractor?* YES	NO	*AMOUNT CLAIMED*	FOR AGENCY USE ONLY
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
(8)					
(9) Estimated increased cost of opertion during the first two years (lease/rent, taxes, insurance, utilities)					
(a) Monthly cost of operation at the displacement site		$0.00			
(b) Monthly cost of operation at the replacement site		$0.00			
(c) Monthly cost differential (line (9b) less line (9a))		$0.00			
(d) Estimated cost differential over two years (line (9c) times 24)				$0.00	
(10) TOTAL REESTABLISHMENT EXPENSES (Add lines (1) through (9)) Enter this amount, or $10,000, whichever is less, on Line (2) of Item 8, Section A)				$0.00	

© Overland, Pacific & Cutler, Inc.

Business Self Move Agreement

It is hereby understood and agreed by Hund Mann (called here the "Claimant") and the City of Montclair (called here the "Displacing Agency") that the amount to be paid to the Claimant for the relocation of all equipment, stock, inventory, and other items of personal property itemized on the attached inventory (**Exhibit "A"**) and not acquired with the real property located at 10747 S. Monte Vista, Montclair, CA 91763 ("Subject Property") to the replacement business location at TBD ("Replacement Site") is **Eighteen Thousand Three Hundred Eighty Four Dollars** ($18,384.00). This payment is based on the amount of the lowest, most reasonable bid, attached hereto as **Exhibit "B"**.

The parties further agree as follows:

1. In order to facilitate the move, the Displacing Agency will process one check for half of the total moving payment in the amount of $9,192.00 which will be delivered by a representative of Overland, Pacific & Cutler, Inc.

2. The final check in the amount of $9,192.00 will be released when a representative of Overland, Pacific & Cutler, Inc. the Displacing Agency's relocation representative has personally inspected the Subject/Displacement Property to verify completion of the move.

3. If upon inspection by a representative of Overland, Pacific & Cutler, Inc. any portion of the items on Exhibit "A" were not relocated to the Replacement Site for any reason whatsoever, an appropriate reduction in the agreed amount shall be made by the Displacing Agency.

4. The Claimant shall allow a representative of Overland, Pacific & Cutler, Inc. to monitor the move as it sees fit, and such monitoring shall not carry with it any liability or responsibility on the part of the Displacing Agency or Overland, Pacific & Cutler, Inc.

5. Neither the Displacing Agency nor any employee, officer, or agent thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Claimant under or in connection with the agreement. It is also understood and agreed that the Claimant shall fully indemnify and hold the Displacing Agency and Overland, Pacific & Cutler, Inc. harmless for any liability imposed by injury or damage to property occurring by reason of anything done or omitted by Claimant in connection with this agreement.

6. In the event the actual cost of the move exceeds the amount agreed upon above, only those additional costs which can be shown to have been actually required in order to complete the move will, within certain limitations, be reimbursed. In this event, the actual cost of the entire move must be itemized and documented in support of the claim. All moving expense records are subject to review and audit by a representative of the Displacing Agency.

This agreement does not include specialized and related moving costs which are to be performed by others. These costs will be handled under a separate claim upon completion of the work and presentation of itemized paid bills. Such specialized and related moving costs may include the following:

None

Keith Ealy

Claimant Signature

10/12/09

Date

Recommended:

Overland, Pacific & Cutler, Inc.

Karen Jackson

Karen Jackson

Mark LaBonte

Approved:

City of Montclair

Lee C. McDougal, City Manager

Date

Attachments

EXHIBIT "A"

The following items require relocation and have not been acquired with the real property in conjunction with the acquisition of the Subject Property.

Please list and describe all items to be relocated:

Please see attached inventory list

I certify under the penalty of perjury that the above listed items are personal property owned by me and are to be relocated to the Replacement Site.

Dated: 10/12/09 By: _____
Keith Ealy

Exhibit "A"

HUND MANN

Item No.	Qty.	Description
1	1	Sign, 3' x 2', fiberboard, with vinyl lettering, 2 sides, suspended on wrought iron bracket atop 8' post consisting of 2 - 2" x 4"s, concrete footing
2	1	Fence sign, 3' x 2', fiberboard, vinyl lettering, wire
3	2	Dog signs, 8" x 10"
4	1	Lot of kennel fencing, chain link, 222 linear feet, 6' x 8' with gates
5	1	Main kennel fencing, 160 linear feet, 6' with 2' extension below grade, includes 2 - 6' swing gates, 2 pedestrian gates
6	1	Lot of decomposed granite dirt, 54 yards
7	574	Square feet of brick pavers
8	1	Shed, portable, 10' x 12' x 8' high, wood frame, 24" o.c., plywood walls and floor exterior, tongue and groove paneling loads, shingled roof with flashing, 10' of chain link fencing with 2 dutch gates, through-wall air conditioner, Hampton Bay
9	2	Shade canopies, 30' x 20' x 10', 1 1/2" pipe frame, Jenkins Crafted Canopies
10	1	Shade canopy system, 14' x 24' o.a., 1 1/2" pipe frame, between buildings, Jenkins Crafted Canopies

HUND MANN

Item No.	Qty.	Description
11	1	Lot of minor miscellaneous items, including: 1 Heater, Delonghi 1 Box fan 1 Track light fixture, 3-spot
12	1	Patio bench, swinger bench
13	1	Mister pipe, 50' of pvc, laid over kennels
14	1	Lot of dog accessories, including, but not limited to, levels, bowls, dog house, etc.

EXHIBIT "B"

LOWEST, MOST REASONABLE MOVING BID

Please see attached moving bid

Exhibit "B"

2431 Chico Avenue
South El Monte, CA 91733-1685
(626) 579-4510
FAX (626) 579-9223

Date:04/1/08

Overland, Pacific & Cutler, Inc.

2280 Market Street, Suite 340
Riverside, CA. 92501

Attention: Jeff Wellcome
jwellcome@opcservices.com

Subject: Business relocation from Monte Vista Avenue, Montclair.

3-Hundmann Kennels.

Coast Machinery Movers proposes to furnish labor and equipment to relocate with-in a 50-mile radius an estimated 5-truckloads consisting of items listed below:

- 1-Shed
- Multiple Dog Kennels.

Budget Quotation Price: $18,384.00

Payment Terms: To be determined.

This is a budget quotation and subject to renegotiation after customer supplied inventory is provided and final location is determined.

Insurance: A certificate of insurance reflecting $2 Million dollars in Commercial Liability is available upon request.

As an additional customer service, **Coast Machinery Movers** offers purchase or consignment auction services for equipment and machinery no longer needed within your operation.

Storage is available at .75¢ per square foot or $75.00 per month minimum.

Thank you for affording us the opportunity of presenting our quotation. It is the business of **Coast Machinery Movers** to provide a fast and efficient move within the dictates of safety.

Sincerely,
David Rowley
Sales Engineer

COAST MACHINERY MOVERS

Claim for Actual Reasonable Moving and Related Expenses

Business, Nonprofit Organizations and Farm Operations

INSTRUCTIONS: *This claim for is for the use of displaced businesses, nonprofit organizations, and farm operations that wish to apply for a PAYMENT FOR ACTUAL REASONABLE MOVING AND REESTABLISHMENT EXPENSES, rather than apply for a FIXED PAYMENT (which has a minimum of $1,000.00 and a maximum of $20,000.00) The Agency will explain the differences between the two payments. If you are eligible to choose either payment, the Agency representative will help you determine which is most advantageous, and will help you complete the form. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal that determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Policies Act (URA) and/or California Relocation Assistance Act.*

FOR AGENCY USE ONLY

Agency	City of Montclair
Project	Monte Vista Grade Seperation
Case #	LIM-005-10747-004
Program Rules	[x] Federal [ ] State [ ] Other
OPC Claim Serial Number	RV010080

SECTION A: General

1. Name Under Which Claimant Conducts Operations Hund Mann	2. Name, Title and Phone # of Person Filing Claim on Behalf of Claimant Keith Ealy

3a. Address From Which Claimant Moved	3b. Date First Occupied	3c. Date Move Started
10747 Monte Vista Ave., Montclair, CA 92562	1/1/1996	Pending

4a. Address to Which Claimant Moved	4b. Date Move Completed	5. Is This a Final Claim?
1261 E. 9th St., Pomona, CA 91766	Pending	[ ] Yes [X] No

6. Type of Operation (Check One):	7. Type of Ownership (Check One):
[X] Business [ ] Farm Operation [ ] Nonprofit Operation	[X] Sole Propriet. [ ] Corporation [ ] Partnership [ ] Nonprofit Org.

8. Computation of Payment

ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Moving Expenses (from Section B)	**$18,384.00**	
(2) Reestablishment Expenses ($10,000 maximum, from Section C)	**$0.00**	
(3) Reasonable Searching Expenses (Attach Schedule)	**$0.00**	
(4) Storage Expenses (Attach Schedule)	**$0.00**	
(5) Actual Direct Loss of Personal Property (Attach Schedule)	**$0.00**	
(6) Other Expenses (attach explanation)	**$0.00**	
(7) Total Amount Claimed (add lines (1) through (6))	**$18,384.00**	
(8) Amount Previously Received for Expenses Claimed Here (If any)	**$0.00**	
(9) Amount Requested (Line (7) minus Line (8))	**$18,384.00**	

9. Certification by Claimant(s)

WARNING: If you knowingly or deliberately make false statements on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition you may not receive any of the amounts claimed on this form. I CERTIFY that this claim and supporting information are true and complete, that I have not submitted any other claim for the expenses listed and that I have not been paid for the expenses by any other source. My choice of type of payment was made on the basis of full explanation by the displacing Agency representative of the difference between the two types of payments available and the eligibility for each.

Signature(s) of Claimant(s) or Claimant(s) Agent	Title (Type or Print)	Date

FOR AGENCY USE ONLY

Payment Action	*Amount of Payment*	*Signature*	*Name (Type or Print)*	*Date*
10. Recommended	**$18,384.00**		Karen Jackson Senior Consultant	
11. Approved				

© Overland, Pacific & Cutler, Inc.

SECTION B: Supporting Data for Moving Expenses (not included in Section C)

Type of Work Performed (moving personal property, phone/utility reconnection, reprinting, etc.)	*Name and Address of Contractor*	*Payment directly to Contractor?* YES	NO	*AMOUNT CLAIMED*	**FOR AGENCY USE ONLY**
(1) Self move Personal property	Coast Machinery Movers 2431 Chico Avenue, S. El Monte, CA 91733		X	**$18,384.00**	
(2)				**$0.00**	
(3)				**$0.00**	
(4)				**$0.00**	
(5)				**$0.00**	
(6)				**$0.00**	
(7)				**$0.00**	
(8)				**$0.00**	
(9)				**$0.00**	
(10) **TOTAL MOVING EXPENSES (Enter this amount on Line (1) of Item 8, Section A)**				**$18,384.00**	

SECTION C: Determination of Reestablishment Expenses (not included in Section B)

Type of Work Performed (repairs required by law or business operation, exterior signing, licenses/permits, etc.)	*Name and Address of Contractor*	*Payment directly to Contractor?* YES	NO	*AMOUNT CLAIMED*	**FOR AGENCY USE ONLY**
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
(8)					
(9) Estimated increased cost of opertion during the first two years (lease/rent, taxes, insurance, utilities)					
(a) Monthly cost of operation at the displacement site		**$0.00**			
(b) Monthly cost of operation at the replacement site		**$0.00**			
(c) Monthly cost differential (line (9b) less line (9a))		**$0.00**			
(d) Estimated cost differential over two years (line (9c) times 24)				**$0.00**	
(10) **TOTAL REESTABLISHMENT EXPENSES (Add lines (1) through (9)) Enter this amount, or $10,000, whichever is less, on Line (2) of Item 8, Section A)**				**$0.00**	

© Overland, Pacific & Cutler, Inc.

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 09-103 WITH MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT TO CONTINUE PROVIDING A COMPREHENSIVE FITNESS PROGRAM FOR THE FIRE DEPARTMENT	**DATE:**	November 2, 2009
		SECTION:	AGREEMENTS
		ITEM NO.:	2
		FILE I.D.:	FRD205
BUSINESS PLAN:	N/A	**DEPT.:**	FIRE

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 09-103 with Mt. San Antonio Community College District to continue providing a comprehensive fitness program for fire safety personnel.

BACKGROUND: In 2003, the Fire Department applied for and received a Federal Emergency Management Agency (FEMA) Firefighters Assistance Grant in the amount of $34,376. The purpose for this grant was to purchase exercise equipment and to establish a formal wellness program for each Firefighter, both of which have been accomplished. The purpose of the Fire Department's Wellness and Fitness Program is to allow Firefighters to continue training to meet the rigorous physical demands of their jobs and to prevent or minimize debilitating injuries.

The Mt. San Antonio Community College District Exercise Science and Wellness Center offers a comprehensive program that has been beneficial in our ongoing efforts to minimize injuries to our Firefighters. Proposed Agreement No. 09-103 would continue providing a fitness program that would include the following components:

1. A comprehensive fitness evaluation and health-risk assessment for all Firefighters participating in the program.

2. A group lecture provided by American College of Sports Medicine and/or National Strength and Conditioning Association certified instructors that emphasize the development of exercise programs utilizing core training.

FISCAL IMPACT: The cost to continue the Wellness and Fitness Program is $2,480. This amount has been allocated in the Fiscal Year 2009-10 Fire Department Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 09-103 with Mt. San Antonio Community College District to continue providing a comprehensive fitness program for the Fire Department.

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

MT. SAC
Mt. San Antonio College

Agreement No. 2009-103
1100 North Grand Avenue
Walnut, CA 91789-1399
909.594.5611
www.mtsac.edu

AGREEMENT

0910-003

This Agreement is made on October 5, 2009 by and between Mt. San Antonio Community College District of 1100 North Grand Avenue, Walnut, California 91789 and Montclair Fire Department of 8901 Monte Vista, Montclair, California 91763.

The party who is contracting to receive services shall be referred to as "Client", and the party who will be providing the services shall be referred to as "District" in this Agreement.

The District has a background in Vocational Education and Training, and is willing to provide services to Client based on their background, and Client desires to have instructional services provided by District.

Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Beginning on November 1, 2009 and ending on June 30, 2010 District will provide the following services, (collectively the "Services") for up to 26 Fire employees.

Fitness Evaluation and Exercise Training/Lecture Program

The Fitness Evaluation is a screening tool used to evaluate an individual's health and fitness level. All tests are performed by a certified staff member. The Comprehensive Fitness Evaluation is comprised of a Health Risk Assessment Questionnaire, Fitness Evaluation, Cardiovascular Fitness Test, and a Printed Report. All information is confidential and provided to the individual during the interpretation. *(See Attachment A for details).*

COMPONENTS OF FITNESS EVALUATION - $2,282

Health Risk Assessment Questionnaire

- Medical History
- Activity Index
- Cardiovascular Risk Profile
- Stress/Tension Level
- Nutrition Profile

BOARD OF TRUSTEES
Dr. Manuel Baca • Rosanne M. Bader • Judy Chen Haggerty, *Esq.* • Fred Chyr • Dr. David K. Hall
COLLEGE PRESIDENT / CEO – Dr. John S. Nixon

Fitness Evaluation

- Resting Vitals – Heart Rate & Blood Pressure
- Height and Weight
- Bodyfat Analysis
- Muscular Strength and Endurance Assessment
- Range of Motion Evaluation

Cardiovascular Fitness Test

- Sub-Max Bike Test with Heart Rate Measurement

Printed Report

- Personalized Comprehensive Fitness Analysis
- Identified Flagged Events and Risk Factors
- Confidential Interpretation
- Exercise Program Recommendations

Note: Evaluations do not include blood panels or x-rays

COMPONENTS OF EXERCISE/LECTURE TOPICS

- **Lecture Module – 3 hours Core Training $198**

  Sessions emphasizing a variety of fitness and nutrition topics including exercise adherence, behavior modification, reducing the risk of injury, and weight loss. Nutrition discussion addressing meal planning and healthy cooking for weight loss and reducing risk of disease. All conducted by an ACSM, NSCA, and/or certified instructor in the topic area.

2. **PRESENTER(S).** The District shall have the sole discretion in determining who will be assigned to serve as presenter(s).

3. **PAYMENT.** The training that is the subject of the Agreement shall be for the exclusive benefit of the Client and shall be open to its designees only. In consideration of the instructional and related services provided by the District, the Client agrees to pay the District the amounts determined as follows. Client will pay a total fee to District of $2,480. Client agrees to pay an initial advance of $744. The balance to be paid as services are completed and invoiced by the District. Client agrees to pay all invoices 30 days from date of invoice. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that District shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which District has not yet been paid.

4. **TERM/TERMINATION.** This Agreement shall automatically terminate upon District's completion of the services required by this Agreement. The District retains the right to cancel any services that is offered under this Agreement no later than 10 days before the first meeting of the service class. The Client retains the right to cancel any training that is offered under this Agreement no later than 10 days before the first meeting of the service class.

5. **RELATIONSHIP OF PARTIES.** It is understood by the parties that the District and its Instructor(s) is an independent contractor with respect to Client, and not an officer, agent or employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of District and its Instructor(s)/Presenter(s). The Client further agrees not to enter into a separate competitive agreement with any of the District's Instructor(s)/Presenter(s) from the date of this agreement until two (2) years after the completion of this agreement.

6. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Client:

Troy Ament, Fire Chief
Montclair Fire Department
8901 Monte Vista
Montclair, California 91763

District:

Virginia Burley, Vice President of Instruction
Mt. San Antonio Community College District
1100 North Grand Avenue
Walnut, California 91789

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

7. **NON-DISCRIMINATION.** Neither party to this Agreement shall, on the basis of ethnic group identification, religion, age, sex, color, or physical or mental disability, unlawfully deny any person the benefits of or unlawfully subject any person to discrimination in the operation of this agreement.

8. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

9. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

10. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

12. **INDEMNIFICATION.** Both parties shall indemnify, defend and hold harmless each other, the subsidiaries and the officers, agents, instructor(s), subcontractor(s) and employees from and against any and all liability and expenses including defense cost and legal fees and claims for damages of any nature whatsoever, arising out of the performance of the services described herein, caused in whole or in part by any negligent act or omission of either party, anyone directly or indirectly employed by either party or anyone for whose acts either party may be liable including, without limitation, any cost or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, including property of either party. The indemnification shall even apply in the event of the act, omissions, fault, or negligence, whether active or passive, of either party, but shall not apply to liability, expenses, claims or damages arising from sole negligence or willful misconduct of either party. This indemnity shall survive termination of this Agreement or final payment hereunder. This indemnification is in addition to any other rights or remedies which either party may have under the law or under this Agreement.

13. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of California.

14. TO BECOME EFFECTIVE, THIS AGREEMENT MUST BE SIGNED AND RETURNED TO THE DISTRICT WITH THE ADVANCE FEE PRIOR TO COMMENCEMENT OF SERVICE(S).

Agreed this day of October 5, 2009.

DISTRICT:

By: Virginia Burley

Virginia Burley, Vice President of Instruction
Mt. San Antonio Community College District

CLIENT:

By: _____

Paul Eaton, Mayor
City of Montclair

By: _____

Attest
Donna Jackson
City Clerk

By: Troy Ament

Troy Ament, Fire Chief
Montclair Fire District

95-6005731
Company Tax ID# (TIN)

Mt. San Antonio College
Exercise Science/Wellness Center

Public Safety Wellness Program

PHASE I

HEALTH RISK ASSESSMENT QUESTIONNAIRE

Medical History
Identifies an individual's past history. Risk for cardiovascular disease, pulmonary disease, metabolic disease, and orthopedic condition is evaluated.

Activity Index
In 1996, the Surgeon General released a report that identified, "Physical inactivity was deemed detrimental to your health." Evaluating an individuals activity level in an effort to prevent future injuries or complications is vital.

Cardiovascular Risk Profile
Identifies areas that elevate potential risk for the development of cardiovascular disease, the #1 killer in the United States.

Stress/Tension Level
Stress can be felt in a mental or physical form, however; the body reacts to it physically. Some examples include elevated blood pressure and heart rate, muscle fatigue, migraines and lapse of judgment. An individual's inability to cope with stressors predisposes him or her to the development of possible disease and health problems.

Nutrition Profile
Our questionnaire also evaluates an individual's nutritional habits. Recommendations are made to those whose nutrition intake could improve their health or fitness level.

Mt. San Antonio College
Exercise Science/Wellness Center

Public Safety Wellness Program

PHASE II

FITNESS EVALUATION

Resting Vitals
Assessing resting values of heart rate and blood pressure are excellent methods for helping to identify possible cardiovascular complications. They are also excellent tools for tracking progress.

Height and Weight

Bodyfat Analysis
A 3-site measurement is taken with skinfold calipers to estimate body fat percentage. An excessive amount of body fat increases the risk for developing heart disease, orthopedic conditions, pulmonary and metabolic diseases. Educating an individual on body fat increases his or her awareness in helping to prevent the development of these diseases and conditions. A more accurate body composition test can be performed called the hydrostatic weighing. It does require more time in preparation and administering and should be scheduled accordingly.

Digital Spirometry (Pulmonary Function Test)
Our digital spirometer measures Forced Vital Capacity (Lung Volume-FVC), Forced Expired Volume-1 second (FEV1), FEV1/FVC ratio, and Forced Expiratory Flow 25%-75%. Measured values are compared to predicted norms and evaluated for possible airway obstruction. Abnormalities may result from smoking, asthma, emphysema, and/or respiratory problems.

Muscular Strength and Endurance Assessment
Muscular strength is measured using a 1-repetition maximum (1RM) test for both the upper and lower body. A handgrip test is also used to assess an individual's grip strength. Muscular endurance is measured by using a one-minute sit-up test.

Range of Motion Evaluation
An individual's range of motion is measured with an emphasis on trunk flexion.

CARDIOVASCULAR FITNESS TEST

Sub-max Bike Test w/ Heart rate measurement
Identifies cardiovascular fitness at a sub-maximal level. Heart rate is measured through a series of stages with incremental workload adjustments.

Mt. San Antonio College
Exercise Science/Wellness Center

Public Safety Wellness Program

PHASE III

INTERPRETATION AND PRINTED REPORT

Personalized Comprehensive Fitness Analysis
Each individual receives a personalized printout highlighting strengths and weaknesses in the areas mentioned above. These results are shown graphically with comparisons based on norms of the same age, height, and gender.

Identified Flagged Events
Any value or area that is out of range or out of the norm is flagged and identified with easy to read summary sheets. Risk factors associated with various diseases; i.e., cardiovascular, pulmonary, and metabolic, are also identified.

Confidential Interpretation
Consists of a confidential, one-on-one session with staff regarding the outcomes of the testing analysis and a step-by-step review of information and recommendations for lifestyle, occupational and health improvement.

Exercise Program Recommendations
Current exercise program is evaluated and modifications and recommendations are made. Exercise program design can take place or simply modifying current exercise routine.

AGENDA REPORT

SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 09-2817 RESCINDING RESOLUTION NO. 08-2780 DESIGNATING RESTRICTED PARKING ON PUBLIC STREETS	**DATE:**	November 2, 2009
		SECTION:	RESOLUTIONS
		ITEM NO.:	1
		FILE I.D.:	PKG275
BUSINESS PLAN:	N/A	**DEPT.:**	PUBLIC WORKS

REASON FOR CONSIDERATION: Staff is requesting the City Council consider adoption of Resolution No. 09-2817 designating restricted parking on public streets. Resolution No. 09-2817 incorporates changes recommended by staff and the Public Works Committee.

BACKGROUND: Requests from the public and the Ontario-Montclair School District, as well as recommendations made by the Public Works Committee have been incorporated into Resolution No. 09-2817. The following changes are included in Resolution No. 09-2817:

- Elimination of street parking for trucks over 10,000 GVW in front of 4473 Brooks Street at any time.
- Restriction of street turnout for bus parking only Monday through Friday between 6:30 a.m. and 8:30 a.m. at Kingsley Elementary School at 5625 Kingsley Street.
- Restriction of street parking on the north side of Howard Street between Wesley and Essex Avenues for street sweeping on Monday between 7:00 a.m. and 2:00 p.m.

If approved, all affected property and business owners would be notified regarding the parking restrictions before the signs are installed.

FISCAL IMPACT: The cost to purchase signs, posts, and hardware to implement the recommended changes in Resolution No. 09-2817 would be approximately $1,000. The funds for the recommended changes are available in the Public Works Fiscal Year 2009-10 Budget.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 09-2817 rescinding Resolution No. 08-2780 designating restricted parking on public streets.

Prepared by:		Reviewed and Approved by:	M. Staats
Proofed by:		Presented by:	

RESOLUTION NO. 09-2817

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR RELATED TO RESTRICTED PARKING ON PUBLIC STREETS AND ALLEYS

WHEREAS, the State of California provides, under Division 11, Chapter 9, Section 22507 of the Vehicle Code, that the City may adopt regulations by resolution or ordinance; and

WHEREAS, Section 8.16.010 of the Montclair Municipal Code provides that parking restrictions may be adopted by Resolution; and

WHEREAS, parking restrictions that were adopted by the City Council's adoption of Resolution No. 08-2780 are being rescinded by the adoption of this Resolution to incorporate all restricted parking on public streets in one Resolution; and

WHEREAS, an exemption from these parking restrictions may be granted by the Public Works Superintendent on one or more of the following grounds:

- ✓ A residence that has alley access only to the garage (and residents are unable to park in the garage) or has no garage;
- ✓ A residence that has alley access only to the garage (the size of which can only accommodate two or fewer vehicles) at which two or more vehicles are registered;
- ✓ A residence at which a family member with a physical disability resides and such resident possesses a State of California Department of Motor Vehicles Disabled Person Parking placard and/or license plate;
- ✓ Any other situation that would demonstrate a hardship created by the posting of restricted parking signs as determined by the Public Works Superintendent; and

WHEREAS, execution of an agreement with the City would be required for any resident issued the parking exemption. The agreement will require that the resident be responsible for clearing the gutter in front of his/her home.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby rescind Resolution No. 08-2780 and adopt the following parking restriction districts in conformance with Section 8.16.010 of the Montclair Municipal Code:

Street	*Hours Parking Restricted*
Ada Avenue from Monte Verde Street to its terminus north of Clair Street	Monday 7:00 a.m. to 2:00 p.m.
Alamitos Street between Norton and Amherst Avenues	Wednesday 7:00 a.m. to 2:00 p.m.

Alamitos Street between Camulos and Felipe Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Alamitos Street between Camulos and Felipe Avenues	During school sessions, except by permit 7:00 a.m. to 4:00 p.m.
Alamitos Street between Rose and Saratoga Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Alamitos Street from Del Mar Avenue west to its terminus	Thursday 7:00 a.m. to 2:00 p.m.
Allesandro Street between Ramona and Felipe Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Amherst Avenue between San Bernardino and Alamitos Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Amherst Avenue between Benito and Rudisill Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Amherst Avenue from Clair Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Amherst Avenue between Fauna and Evart Streets	Monday 7:00 a.m. to 2:00 p.m.
Amherst Avenue between Kingsley Street and Holt Boulevard	Monday 7:00 a.m. to 2:00 p.m.
Armsley Street from Columbine Avenue east to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Armsley Street between Vernon and Del Mar Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Arrow Highway on the north side between Central Avenue and the San Antonio Channel	At any time
Bandera Street from Amherst Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Bandera Street between Lehigh and Monte Vista Avenues	Monday 7:00 a.m. to 2:00 p.m.
Bandera Street on the north side between Ramona and Monte Vista Avenues	Monday 7:00 a.m. to 2:00 p.m.
Bandera Street, on the south side between Ramona and Monte Vista Avenues	Tuesday 7:00 a.m. to 2:00 p.m.

Bandera Street on the south side between 4594 and 4773 Bandera Street	Permit parking only
Bandera Street on the north side between Monte Vista and Central Avenues	Monday 7:00 a.m. to 2:00 p.m.
Bandera Street on the south side between Monte Vista Avenue and a point 600 feet west of Central Avenue	Monday 7:00 a.m. to 2:00 p.m.
Bandera Street from Benson Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Bel Air Avenue between Caroline and Deodar Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Bel Air Avenue between Cambridge and San Bernardino Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Bel Air Avenue from Benito Street north to its terminus	Thursday 7:00 a.m. to 2:00 p.m.
Bel Air Avenue between Benito and Orchard Streets	Monday 7:00 a.m. to 2:00 p.m.
Bel Air Avenue between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Benito Street between Mills and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Benito Street on the south side between Camulos and Ramona Avenues	Monday through Friday 7:00 a.m. to 4:00 p.m., except by permit
Benito Street on the south side between Ramona and Camulos Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Benito Street on the south side between Camulos and Helena Avenues	No stopping any time
Benito Street on the north side between Ramona and Monte Vista Avenues	7:00 a.m. to 4:00 p.m. during school sessions, 1-hour parking except by permit
Benito Street on the south side between Helena Avenue and 190 feet east	Bus loading zone
Benito Street on the south side from a point 190 feet east of Helena Avenue east to a point 650 feet west of the centerline of Monte Vista Avenue	7:00 a.m. to 4:00 p.m. During school sessions, 20-minute parking except by permit

Benito Street on the south side from a point 650 feet west of the centerline of Monte Vista Avenue to Helena Avenue	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Benito Street on the south side from Monte Vista Avenue to a point 200 feet west of Greenwood Avenue	Thursday 7:00 a.m. to 2:00 p.m.
Benito Street between Monte Vista and Fremont Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Benito Street on the south side from Central Avenue to a point 200 feet west of Poulsen Avenue	Thursday 7:00 a.m. to 2:00 p.m.
Benito Street on the north side between Central and Benson Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Benito Street on the south side between Central and Vernon Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Benito Street on the south side between Vernon and Bel Air Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Benito Street on the south side between Bel Air and Benson Avenues	Monday 7:00 a.m. to 2:00 p.m.
Benson Avenue on the west side between San Jose and Palo Verde Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Benson Avenue on the west side between Palo Verde and San Bernardino Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Benson Avenue on the west side between San Bernardino and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
9810 Benson Avenue	Permit parking only
9818 Benson Avenue	Permit parking only
Benson Avenue on the west side between Benito and Orchard Streets	Monday 7:00 a.m. to 2:00 p.m.
Benson Avenue on the west side between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Benson Avenue on the west side between Kingsley Street and Holt Boulevard	Monday 7:00 a.m. to 2:00 p.m.
Benson Avenue on the west side between Holt Boulevard and the Southern Pacific Railroad tracks	Daily 9:00 p.m. to 7:00 a.m.

Berkeley Street between Pradera and Norton Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Berkeley Street between Norton and Kimberly Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Berkeley Street from Felipe Avenue west to its terminus	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Berkeley Street from Felipe Avenue west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Berkeley Street between Helena and Greenwood Avenues	Wednesday 7:00 a.m. 2:00 p.m.
Berkeley Street between Helena and Greenwood Avenues	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Berkeley Street between Rose and Saratoga Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Berkeley Street between Bel Air and Del Mar Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Big Sky Avenue from Grand Avenue north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Bolton Avenue from Harvard Street north to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Bolton Avenue between Rosewood and Berkeley Streets	Wednesday 7:00 a.m. 2:00 p.m.
Bolton Avenue between Rosewood and Berkeley Streets	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Bolton Avenue between Fauna and Flora Streets	Thursday 7:00 a.m. to 2:00 p.m.
Bonnie Brae Street between Mills and Felipe Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Bonnie Brae Street between Columbine and Vernon Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Bonnie Brae Street between Vernon and Del Mar Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
4570 Brooks Street	At Any Time
4650 Brooks Street	No Parking Vehicles Over 10,000 GVW

4660 Brooks Street	No Parking Vehicles Over 10,000 GVW
4664 Brooks Street	No Parking Vehicles Over 10,000 GVW
Brooks Street on the south side from Monte Vista Avenue west to a point 895 feet west of Monte Vista Avenue	No Parking Vehicles Over 10,000 GVW
Brooks Street on the south side from Ramona Avenue to a point 480 feet east of Ramona Avenue	No Parking Vehicles over 10,000 GVW
Brooks Street between Rose and Benson Avenues	Daily 9:00 p.m. to 7:00 a.m.
Buckskin Avenue between Mane and Rawhide Streets	Monday 7:00 a.m. to 2:00 p.m.
Buckskin Avenue between Phillips Boulevard and Monte Verde Street	Monday 7:00 a.m. to 2:00 p.m.
Buckskin Avenue from Saddleback Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Butterfield Avenue from Phillips Boulevard north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Camarena Avenue between Rosewood and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Camarena Avenue between Fauna and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Camarena Avenue between Bandera and Manzanita Streets	Monday 7:00 a.m. to 2:00 p.m.
Cambridge Street between Pradera and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Cambridge Street from Surrey Avenue east to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Cambridge Street from Del Mar Avenue to its terminus west of Vernon Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue between Arrow Highway and Oakdale Street	Tuesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue between Allesandro and Moreno Streets	Tuesday 7:00 a.m. to 2:00 p.m.

Camulos Avenue from San Jose Street north to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue between La Deney and Hawthorne Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue from Bonnie Brae Street north to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue between Palo Verde and Harvard Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue between Rosewood and Benito Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue between Alamitos and Benito Streets	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Camulos Avenue on the west side between Benito and Orchard Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue on the west side between Benito and Orchard Streets	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Camulos Avenue between Orchard and Kingsley Streets	Thursday 7:00 a.m. to 2:00 p.m.
Canary Court from Ramona Avenue east and then north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Canoga Street on the north side between Ramona and Monte Vista Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Canoga Street on the south side between Ramona and Monte Vista Avenues	Monday 7:00 a.m. to 2:00 p.m.
Canoga Street between Fremont and Monte Vista Avenues	Monday 7:00 a.m. to 2:00 p.m.
Canoga Street from Marion Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Carlton Street from Monte Vista Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Caroline Street between Bel Air Avenue to its terminus east of Del Mar Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
Carriage Avenue from Grand Avenue north to its terminus	Monday 7:00 a.m. to 2:00 p.m.

Carriage Avenue on the west side between Phillips Boulevard and Ramona Place	Monday 7:00 a.m. to 2:00 p.m.
Carriage Avenue between Rawhide Street and Mission Boulevard	Monday 7:00 a.m. to 2:00 p.m.
Carrillo Avenue between El Morado and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Carrillo Avenue from Palo Verde Street north to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Carrillo Avenue on the west side to its terminus north of Palo Verde Street	Monday through Sunday 7:00 a.m. to 5:00 p.m.
Carrillo Avenue from Saddleback north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Carrillo Avenue from Saddleback south to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Carrillo Avenue between San Bernardino and Palo Verde Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Central Avenue on the west side between the north City Limits and Arrow Highway	At Any Time
Central Avenue on the east side between the north City Limits and San Bernardino Street	No Stopping Any Time
Central Avenue on the west side between Arrow Highway and Palo Verde Street	No Stopping Any Time
Central Avenue between Benito and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Central Avenue on the west side between San Bernardino and Benito Streets	At Any Time
Central Avenue on the east side between San Bernardino and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Central Avenue on the west side between Kingsley and Orchard Streets	At Any Time
Central Avenue service road from its beginning to its terminus	At Any Time

Central Avenue on the west side from Howard Street to a point 420 feet north	At Any Time
Clair Street from Kimberly Avenue to its terminus west of Essex Avenue	Monday 7:00 a.m. to 2:00 p.m.
Clair Street between Marion and Ada Avenues	Monday 7:00 a.m. to 2:00 p.m.
Clair Street between Whitewater and Coalinga Avenues	Monday 7:00 a.m. to 2:00 p.m.
Coalinga Avenue between Rosewood and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Coalinga Avenue between Fauna and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
College Avenue from Howard Street to a point 650 feet south	Monday 7:00 a.m. to 2:00 p.m.
Columbine Avenue between La Deney and Bonnie Brae Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Columbine Avenue between Rosewood and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Columbine Avenue between Granada and Rudisill Streets	Thursday 7:00 a.m. to 2:00 p.m.
Columbine Avenue between Fauna and Evart Streets	Monday 7:00 a.m. to 2:00 p.m.
Deer Creek Avenue between Grand Avenue north and Grand Avenue south	Monday 7:00 a.m. to 2:00 p.m.
Del Mar Avenue between Caroline and San Jose Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Del Mar Avenue between San Jose and Palo Verde Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Del Mar Avenue between Yale and Cambridge Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Del Mar Avenue from Benito Street north to its terminus	Thursday 7:00 a.m. to 2:00 p.m.
Del Mar Avenue between Benito and Orchard Streets	Monday 7:00 a.m. to 2:00 p.m.
Del Mar Avenue between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.

Denver Street between Pradera and Amherst Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Denver Street between Ramona Avenue west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Denver Street from Camulos Avenue west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Denver Street from Camulos Avenue west to its terminus	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Denver Street between Greenwood and Monte Vista Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Denver Street between Greenwood and Monte Vista Avenues	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Denver Street from Monte Vista Avenue east to its terminus	Thursday 7:00 a.m. to 2:00 p.m.
Denver Street between Rose and Columbine Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Denver Street between Bel Air and Del Mar Avenues	Monday 7:00 a.m. to 2:00 p.m.
Deodar Street between its terminus west of Columbine Avenue to its terminus east of Del Mar Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
El Morado Street from Ramona Avenue west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
El Morado Street from Camulos Avenue west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
El Morado Street from Camulos Avenue west to its terminus	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
El Morado Street between Tudor and Monte Vista Avenues	Thursday 7:00 a.m. to 2:00 p.m.
El Morado Street between Marion and Central Avenues	Thursday 7:00 a.m. to 2:00 p.m.
El Morado Street between Rose and Vernon Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Essex Avenue between Howard and Clair Streets	Monday 7:00 a.m. to 2:00 p.m.

Evart Street between Mills and Pradera Avenues	Monday 7:00 a.m. to 2:00 p.m.
Evart Street on the north side between Amherst and Pradera Avenues	Daily 12:00 a.m. to 5:00 a.m. Monday 7:00 a.m. to 2:00 p.m.
Evart Street on the south side between Pradera and Amherst Avenues	Monday 7:00 a.m. to 2:00 p.m.
Evart Street from Ramona Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Evart Street between Felipe and Tudor Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Evart Street from Coalinga Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Evart Street from Marion Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Evart Street from Rose Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Evart Street between Saratoga and Columbine Avenues	Monday 7:00 a.m. to 2:00 p.m.
Exeter Avenue between Palo Verde and La Deney Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Exeter Avenue between Princeton and San Bernardino Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Fauna Street between Oak Glen and Amherst Avenues	Monday 7:00 a.m. to 2:00 p.m.
Fauna Street between Lehigh and Kimberly Avenues	Monday 7:00 a.m. to 2:00 p.m.
Fauna Street between Felipe and Tudor Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Fauna Street from Tudor Avenue east to its terminus	Thursday 7:00 a.m. to 2:00 p.m.
Fauna Street from Monte Vista Avenue to its terminus east of Coalinga Avenue	Monday 7:00 a.m. to 2:00 p.m.
Fauna Street between Coalinga and Geneva Avenues	Monday 7:00 a.m. to 2:00 p.m.
Fauna Street from Marion Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.

Fauna Street from west of Saratoga Avenue to Vernon Avenue	Monday 7:00 a.m. to 2:00 p.m.
Felipe Avenue from Oakdale Street north to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Felipe Avenue between Moreno and Allesandro Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Felipe Avenue from San Jose Street south to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Felipe Avenue from Bonnie Brae Street north to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Felipe Avenue between Rosewood and Benito Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Felipe Avenue between Rosewood and Benito Streets	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Felipe Avenue between Orchard and Kingsley Streets	Thursday 7:00 a.m. to 2:00 p.m.
Felipe Avenue from Bandera Street south to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Flora Street between Pradera and Amherst Avenues	Monday 7:00 a.m. to 2:00 p.m.
Flora Street from Ramona Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Flora Street between Felipe and Tudor Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Flora Street between Greenwood and Monte Vista Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Flora Street between Monte Vista and Camarena Avenues	Monday 7:00 a.m. to 2:00 p.m.
Flora Street from Coalinga Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Flora Street from Fremont Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Flora Street from Poulsen Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Flora Street from Rose Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.

Fremont Avenue on the east side from Howard Street to a point 120 feet south of Saddleback Street	Monday 7:00 a.m. to 2:00 p.m.
Fremont Avenue on the west side from Howard Street to a point 120 feet south of Grand Avenue	Monday 7:00 a.m. to 2:00 p.m.
Fremont Avenue between Mission Boulevard and Howard Street	Monday 7:00 a.m. to 2:00 p.m.
Fremont Avenue on the east side between Moreno and Olive Streets	At any time
Fremont Avenue on the west side between Olive and Moreno Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Fremont Avenue on the west side between Palo Verde and San Bernardino Streets	Thursday 7:00 a.m. to 2:00 p.m.
Fremont Avenue on the east side between Palo Verde and San Bernardino Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Fremont Avenue on the east side from Palo Verde Street south to 9633 Fremont Avenue	Permit parking only
Fremont Avenue on the west side between Benito and San Bernardino Streets	Thursday 7:00 a.m. to 2:00 p.m.
Fremont Avenue on the east side between Benito and San Bernardino Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Fremont Avenue between Benito and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Fremont Avenue between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Fremont Avenue between Bandera and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Galena Avenue between Rosewood and Benito Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Galena Avenue between Rosewood and Benito Streets	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Galena Avenue from Fauna Street north to its terminus	Thursday 7:00 a.m. to 2:00 p.m.

Geneva Avenue between Olive and Highland Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Geneva Avenue between Rosewood and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Geneva Avenue between Benito and Rudisill Streets	Thursday 7:00 a.m. to 2:00 p.m.
Geneva Avenue between Fauna and Orchard Streets	Monday 7:00 a.m. to 2:00 p.m.
Granada Street from Pradera Avenue east to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Granada Street from Ramona Avenue west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Granada Street from Monte Vista Avenue east to its terminus	Thursday 7:00 a.m. to 2:00 p.m.
Granada Street between Rose and Columbine Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Granada Street between Santa Anita and Del Mar Avenues	Monday 7:00 a.m. to 2:00 p.m.
Grand Avenue between Deer Creek and Fremont Avenues	Monday 7:00 a.m. to 2:00 p.m.
Grand Avenue between Monte Vista and Deer Creek Avenues	Monday 7:00 a.m. to 2:00 p.m.
Grand Avenue north side from Ramona Avenue to a point 130 feet east of Carriage Avenue	Monday 7:00 a.m. to 2:00 p.m.
Grand Avenue on the south side from Ramona Avenue east to 4641 Grand Avenue	Monday 7:00 a.m. to 2:00 p.m.
Greenwood Avenue from Harvard Street north to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Greenwood Avenue between Rosewood and Benito Streets	Wednesday 7:00 a.m. 2:00 p.m.
Greenwood Avenue between Rosewood and Benito Streets	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Greenwood Avenue between Benito and Denver Streets	Thursday 7:00 a.m. to 2:00 p.m.

Greenwood Avenue between Benito and Denver Streets	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Greenwood Avenue from Orchard Street north to its terminus	Thursday 7:00 a.m. to 2:00 p.m.
Greenwood Avenue between Fauna and Kingsley Streets	Thursday 7:00 a.m. to 2:00 p.m.
Greycliff Avenue from Grand Avenue north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Harvard Street between Pradera and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Harvard Street between Ramona and Camulos Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Harvard Street between Helena and Monte Vista Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Harvard Street between Fremont and Poulsen Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Harvard Street from Exeter Avenue to its terminus east of Bel Air Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
Hawthorne Street between Ramona and Camulos Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Hawthorne Street from Columbine Avenue east to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Hawthorne Street between Vernon and Del Mar Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Helena Avenue from Moreno Street north to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Helena Avenue between Palo Verde and San Bernardino Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Helena Avenue between San Bernardino and Benito Streets	Wednesday 7:00 a.m. 2:00 p.m.
Helena Avenue between San Bernardino and Benito Streets	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Helena Avenue from Fauna Street north to its terminus	Thursday 7:00 a.m. to 2:00 p.m.

Helena Avenue on the west side between Kingsley and Bandera Streets	Monday 7:00 a.m. to 2:00 p.m.
Helena Avenue on the east side between Kingsley and Bandera Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Helena Avenue between Bandera and Manzanita Streets	Monday 7:00 a.m. to 2:00 p.m.
Highland Street between Ramona and Helena Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Highland Street between Lindero and Geneva Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Highland Street from Surrey Avenue east to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Holt Boulevard on the south side between Central and Rose Avenues	At any time
Holt Boulevard on the south side from 4997 Holt Boulevard east to Central Avenue	At any time
Holt Boulevard on the north side from Ramona Avenue to a point 650 feet east of Ramona Avenue	Monday 7:00 a.m. to 2:00 p.m.
Howard Elementary School 4650 Howard Street	School bus loading zone
Howard Street on the north side between Wesley and Essex Avenues	Monday 7:00 a.m. to 2:00 p.m.
Howard Street on the south side between College Avenue to a point 440 feet east	No stopping School bus loading zone
Howard Street on the north side from Central Avenue to a point 110 feet west	At any time
Howard Street between Essex and Ramona Avenues	Monday 7:00 a.m. to 2:00 p.m.
Howard Street between Fremont and Central Avenues	Monday 7:00 a.m. to 2:00 p.m.
Howard Street on the north side from Fremont Avenue west of 5018 Howard Street	Monday 7:00 a.m. to 2:00 p.m.
Howard Street on the south side from Monte Vista Avenue west to 5043 Howard Street	Monday 7:00 a.m. to 2:00 p.m.

Howard Street on the north side from Monte Vista Avenue to a point 200 feet west of Stagecoach Avenue	Monday 7:00 a.m. to 2:00 p.m.
Howard Street on the south side between Poulsen and Central Avenues	At any time
Howard Street on the south side between Pipeline and College Avenues	Monday 7:00 a.m. to 2:00 p.m.
Howard Street north side from Ramona Avenue east to 4580 Howard Street	Monday 7:00 a.m. to 2:00 p.m.
Howard Street on the south side from Ramona Avenue east to 4695 Howard Street	Monday 7:00 a.m. to 2:00 p.m.
Huntington Drive on the south side from Claremont Boulevard east to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
James Place from Camulos Avenue east to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Kimberly Avenue from Clair Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Kimberly Avenue between Fauna and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Kimberly Avenue from Howard Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Kimberly Avenue between Kingsley and Bandera Streets	Monday 7:00 a.m. to 2:00 p.m.
Kimberly Avenue between Mane and Merle Streets	Monday 7:00 a.m. to 2:00 p.m.
Kimberly Avenue between San Bernardino and Berkeley Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Kingsley Street on the north side between Mills and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Kingsley Street on the south side between Mills and Ramona Avenues	Monday 7:00 a.m. to 2:00 p.m.
Kingsley Street on the north side between Ramona and Felipe Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Kingsley Street on the north side between Felipe and Monte Vista Avenues	Thursday 7:00 a.m. to 2:00 p.m.

Kingsley Street on the south side between Ramona and Monte Vista Avenues	Monday 7:00 a.m. to 2:00 p.m.
Kingsley Street on the north side between Monte Vista and Central Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Kingsley Street on the south side between Monte Vista and Central Avenues	Monday 7:00 a.m. to 2:00 p.m.
Kingsley Street on the north side between Central and Benson Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Kingsley Street on the south side between Central and Benson Avenues	Monday 7:00 a.m. to 2:00 p.m.
Kingsley Elementary School 5625 Kingsley Street	School Bus Loading Zone Monday through Friday 6:30 a.m. to 8:30 a.m.
La Deney Street between Pradera and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
La Deney Street between Ramona and Camulos Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
La Deney Street from Felipe Avenue west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
La Deney Street from Rose Avenue to its terminus east of Columbine Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
La Deney Street between Vernon and Del Mar Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Lehigh Avenue from Kimberly Avenue north to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Lehigh Avenue between Fauna and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Lehigh Avenue between Kingsley and Bandera Streets	Monday 7:00 a.m. to 2:00 p.m.
Lehigh Avenue from Bandera Street south to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Lindero Avenue between Olive and Moreno Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Lindero Avenue between Rosewood and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.

Lindero Avenue between Benito and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Mane Street between Monte Vista and Stallion Avenues	Monday 7:00 a.m. to 2:00 p.m.
Mane Street from Ramona Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Mane Street between San Pasqual and Kimberly Avenues	Monday 7:00 a.m. to 2:00 p.m.
Mane Street from Stagecoach Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Manzanita Street between Helena and Tudor Avenues	Monday 7:00 a.m. to 2:00 p.m.
Manzanita Street between Monte Vista and Camarena Avenues	Monday 7:00 a.m. to 2:00 p.m.
Marion Avenue between Harvard and Palo Verde Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Marion Avenue between El Morado and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Marion Avenue between Kingsley and Bandera Streets	Monday 7:00 a.m. to 2:00 p.m.
Marion Avenue between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Marion Avenue between Saddleback and Clair Streets	Monday 7:00 a.m. to 2:00 p.m.
Merle Street between Fremont and Central Avenues	Monday 7:00 a.m. to 2:00 p.m.
Merle Street between Fremont and Poulsen Avenues	Monday 7:00 a.m. to 2:00 p.m.
Merle Street between San Pasqual and Ramona Avenues	Monday 7:00 a.m. to 2:00 p.m.
Mills on the east side between Moreno and San Jose Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Mills Avenue on the east side between San Jose and Bonnie Brae Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Mills Avenue on the east side between Palo Verde Street to a point 230 feet south	At any time

Mills Avenue on the east side between Palo Verde and San Bernardino Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Mills Avenue on the west side between San Bernardino Street to a point 650 feet north	At any time
Mills Avenue on the east side between San Bernardino and Benito Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Mills Avenue on the east side between Benito and Orchard Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Mills Avenue on the east side between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
4770 Mission Boulevard	2-hour parking
4760 Mission Boulevard	2-hour parking
4923 Mission Boulevard	No parking any time
5111 Mission Boulevard	2-hour parking
5141 Mission Boulevard	2-hour parking
Mission Boulevard on the north side from Ada Street west to 5136 Mission Boulevard	No stopping any time
Mission Boulevard on the south side from Central Avenue west to 5141 Mission Boulevard	No stopping any time
Mission Boulevard on the north side from Fremont Avenue east through 5136 Mission Boulevard	2-hour parking
Mission Boulevard on the north side between Fremont and Monte Vista Avenues	No parking any time
Mission Boulevard on the south side from 4925 Mission Boulevard to Fremont Avenue	2-hour parking
Mission Boulevard on the north side from Monte Vista Avenue west through 4780 Mission Boulevard	No parking any time
Mission Boulevard on the north side between Pipeline and Silicon Avenues	2-hour parking
Mission Boulevard on the north side from Pipeline Avenue to the west City limit	No parking any time

Mission Boulevard on the north side from Ramona Avenue east to 4762 Mission Boulevard	No parking any time
Mission Boulevard on the north side from Ramona Avenue to 4284 Mission Boulevard	No parking any time
Mission Boulevard on the south side between Ramona and Monte Vista Avenues	No parking any time
Mission Boulevard on the north side from Silicon Avenue east through 4284 Mission Boulevard	2-hour parking
Mission Boulevard on the south side between the west City limit and Ramona Avenue	No parking any time
Monte Verde Street between Ada and Poulsen Avenues	Monday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue from Arrow Highway to a point 150 feet north of Richton Street	At any time
Monte Vista Avenue on the west side between Bandera Street and Holt Boulevard	At any time
Monte Vista Avenue from Benito Street to a point 220 feet north of Benito Street	Monday through Friday 7:00 a.m. to 6:00 p.m.
Monte Vista Avenue between Benito and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Monte Verde Street from Buckskin Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue on the west side from Harvard Street to a point 300 feet north	Wednesday 7:00 a.m. 2:00 p.m.
Monte Vista Avenue on the west side from the I-10 Freeway off ramp to a point 650 feet south	At any time
Monte Vista Avenue on the west side between Kingsley and Bandera Streets	Monday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue on the west side between Mission Boulevard and Howard Street	Monday 7:00 a.m. to 2:00 p.m.

Monte Vista Avenue on the east side from 11233 Monte Vista Avenue to a point 110 feet south of Grand Avenue	Monday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue on the east side between Moreno Street and Arrow Highway	At any time
Monte Vista Avenue between Moreno Street and the I-10 Freeway	No stopping any time
Monte Vista Avenue on the west side from Moreno Street to a point 100 feet north of Olive Street	Tuesday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue on the east side between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue on the west side between Orchard and Kingsley Streets	Thursday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue on the east side from Orchard Street to a point 400 feet north	At any time
Monte Vista Avenue on the east side between San Bernardino and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue on the west side between San Bernardino and Benito Streets	Wednesday 7:00 a.m. 2:00 p.m.
Monte Vista Avenue between State Street and Mission Boulevard	At Any Time
Moreno Street between Mills Avenue and the San Antonio Channel	Tuesday 7:00 a.m. to 2:00 p.m.
Moreno Street on the north side from Monte Vista Avenue to a point 100 feet west of Surrey Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
Moreno Street on the north side between Lindero and Monte Vista Avenues	At any time
Moreno Street on the north side between Fremont Avenue to a point 100 feet west of Lindero Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
Moreno Street on the north side between Fremont and Central Avenues	No stopping any time
Moreno Street on the south side between Monte Vista and Central Avenues	No parking any time

Moreno Street on the north side from Del Mar Avenue to a point 300 feet east of Vernon Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
Norton Avenue between Alamitos and Benito Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Oak Glen Avenue between Fauna and Evart Streets	Monday 7:00 a.m. to 2:00 p.m.
Oak Glen Avenue from Holt Boulevard north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Oakdale Street from Ramona Avenue to its terminus east of Felipe Avenue	Tuesday 7:00 a.m. 2:00 p.m.
Olive Street between Ramona and Helena Avenues	Tuesday 7:00 a.m. 2:00 p.m.
Olive Street between Surrey and Monte Vista Avenues	Tuesday 7:00 a.m. 2:00 p.m.
Olive Street on the north side from Fremont Avenue west to its terminus	At any time
Olive Street on the south side from Fremont Avenue west to its terminus	Tuesday 7:00 a.m. 2:00 p.m.
Olive Street between Central and Vernon Avenues	Tuesday 7:00 a.m. 2:00 p.m.
Orchard Street on the north side between Mills and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Orchard Street on the south side between Mills and Ramona Avenues	Monday 7:00 a.m. to 2:00 p.m.
Orchard Street on the north side between Ramona and Camulos Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Orchard Street on the south side between Ramona and Felipe Avenues	Monday 7:00 a.m. to 2:00 p.m.
Orchard Street on the north side from Monte Vista Avenue to a point 120 feet west of Tudor Avenue	Thursday 7:00 a.m. to 2:00 p.m.
Orchard Street on the south side between Tudor and Monte Vista Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Orchard Street on the north side between Lindero and Monte Vista Avenues	At any time

Orchard Street on the north side from Fremont Avenue to a point 100 feet west of Lindero Avenue	Thursday 7:00 a.m. to 2:00 p.m.
Orchard Street on the north side between Fremont to Central Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Orchard Street on the south side between Geneva and Monte Vista Avenues	7:00 a.m. to 4:00 p.m. during school sessions except by permit
Orchard Street on the south side between Monte Vista and Central Avenues	Monday 7:00 a.m. to 2:00 p.m.
Orchard Street on the north side between Central and Vernon Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Orchard Street on the north side between Vernon and Bel Air Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Orchard Street on the north side between Bel Air and Benson Avenues	Monday 7:00 a.m. 2:00 p.m.
Orchard Street on the south side between Central and Benson Avenues	Monday 7:00 a.m. to 2:00 p.m.
Palo Verde Street on the north side from Mills Avenue to a point 470 feet east	At any time
Palo Verde Street between Central and Benson Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Pipeline Avenue on the east side from Howard Street south to 11171 Pipeline Avenue	Monday 7:00 a.m. to 2:00 p.m.
Poulsen Avenue between Benito and Orchard Street	Thursday 7:00 a.m. to 2:00 p.m.
Poulsen Avenue between Clair and Howard Streets	Monday 7:00 a.m. to 2:00 p.m.
Poulsen Avenue between Clair and Monte Verde Streets	Monday 7:00 a.m. to 2:00 p.m.
Poulsen Avenue between Merle and Howard Streets	Monday 7:00 a.m. to 2:00 p.m.
Poulsen Avenue between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Poulsen Avenue between Yale and Harvard Streets	Tuesday 7:00 a.m. 2:00 p.m.

Pradera Avenue between La Deney and Bonnie Brae Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Pradera Avenue from San Bernardino Court north to its terminus north of Cambridge Street	Wednesday 7:00 a.m. to 2:00 p.m.
Pradera Avenue between Berkeley and Benito Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Pradera Avenue between Benito and Orchard Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Pradera Avenue between Orchard and Fauna Streets	Monday 7:00 a.m. to 2:00 p.m.
Pradera Avenue between Flora and Evart Streets	Monday 7:00 a.m. to 2:00 p.m.
Pradera Avenue between Evart and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Pradera Avenue from Kingsley Street south to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Princeton Street between Pradera and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Princeton Street between Surrey and Monte Vista Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Princeton Street between Exeter and Vernon Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Princeton Street from Bel Air east to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Ramona Avenue on the west side from Howard Street to a point 265 feet north of Merle Street	No stopping any time
Ramona Avenue on the east side from Oakdale Street north to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Ramona Avenue between Olive and Moreno Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Ramona Avenue between Moreno and San Jose Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Ramona Avenue between San Jose and Bonnie Brae Streets	Wednesday 7:00 a.m. to 2:00 p.m.

Ramona Avenue between Palo Verde and San Bernardino Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Ramona Avenue between San Bernardino and Benito Streets	Wednesday 7:00 a.m. 2:00 p.m.
Ramona Avenue on the east side between Benito and Orchard Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Ramona Avenue between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Ramona Avenue on the west side between Kingsley Street and Holt Boulevard	Monday 7:00 a.m. to 2:00 p.m.
Ramona Avenue on the east side between Kingsley Street and Holt Boulevard	Tuesday 7:00 a.m. to 2:00 p.m.
Ramona Avenue between Holt Boulevard and Brooks Street	No stopping any time
Ramona Avenue between State Street and Mission Boulevard	At any time
Ramona Avenue on the west side from Mission Boulevard to a point 295 feet south	At any time
Ramona Avenue on the west side between Grand Avenue and Howard Street	No stopping any time
Ramona Avenue on the east side between Mission and Phillips Boulevards	No stopping any time
Rawhide Street from Buckskin Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Rawhide Street from Stallion Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Rawhide Street from Stallion Avenue west to its terminus	Monday
Richton Street between Monte Vista and Central Avenues	No stopping any time
Rodeo Street between Fremont and Whitewater Avenues	Monday 7:00 a.m. to 2:00 p.m.

Rodeo Street from San Pasqual Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Rodeo Street from Shetland Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Rodeo Street from Stagecoach Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Rodeo Street from Wesley Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Rose Avenue between San Jose and Palo Verde Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Rose Avenue between San Bernardino and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Rose Avenue between Benito and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Rose Avenue between Flora and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Rose Avenue between Holt Boulevard and Brooks Street	Daily 9:00 p.m. to 7:00 a.m.
Rosewood Street between San Bernardino Street west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Rosewood Street between Bolton and Greenwood Avenues	Wednesday 7:00 a.m. 2:00 p.m.
Rosewood Street between Monte Vista and Ramona Avenues	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Rosewood Street between Monte Vista and Greenwood Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Rosewood Street between Rose and Vernon Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Rudisill Street between Mills and Amherst Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Rudisill Street from Camulos Avenue west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Rudisill Street from Camulos Avenue west to its terminus	7:00 a.m. to 2:00 p.m. during school sessions, except by permit
Rudisill Street between Lindero and Geneva Avenues	Thursday 7:00 a.m. to 2:00 p.m.

Rudisill Street between Rose and Columbine Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Saddleback Street between Fremont and Carrillo Avenues	Monday 7:00 a.m. to 2:00 p.m.
Saddleback Street between Fremont and Whitewater Avenues	Monday 7:00 a.m. to 2:00 p.m.
Saddleback Street between Poulsen and Central Avenues	Monday 7:00 a.m. to 2:00 p.m.
Saddleback Street between Ramona and Carriage Avenues	Monday 7:00 a.m. to 2:00 p.m.
San Bernardino Court between San Bernardino Street and Mills Avenue	Wednesday 7:00 a.m. to 2:00 p.m.
San Bernardino Street between Mills and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the north side from San Bernardino Court to a point 400 feet east of Mills Avenue	At any time
San Bernardino Street on the north side from Helena Avenue to a point 300 feet west	Wednesday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the north side between Helena and Monte Vista Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the south side between Ramona Avenue and the San Antonio Channel	Wednesday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the south side between Helena and Monte Vista Avenues	Thursday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the north side between Fremont and Central Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the south side between Fremont and Central Avenues	Thursday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the north side between Central and Benson Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the south side between Central and Vernon Avenues	Thursday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the south side from Benson Avenue to a point 845 feet west	No Parking Tow Away Zone Monday through Friday

	Noon to 3:00 p.m.
San Jose Street on the north side between Mills and Ramona Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
San Jose Street on the south side between Mills and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
San Jose Street between Ramona Avenue and the San Antonio Channel	Tuesday 7:00 a.m. to 2:00 p.m.
San Jose Street on the south side from Monte Vista Avenue to a point 400 feet west	No parking any time
San Jose Street on the south side from a point 465 foot east to a point 620 feet east of the San Antonio Channel	School bus loading zone
San Jose Street from Benson Avenue to its terminus west of Rose Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
San Pasqual Avenue from Howard Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
San Pasqual Avenue between Howard and Clair Streets	Monday 7:00 a.m. to 2:00 p.m.
San Pasqual Avenue between Mane and Merle Streets	Monday 7:00 a.m. to 2:00 p.m.
Santa Anita Avenue from Berkeley Street north to its terminus	Thursday 7:00 a.m. to 2:00 p.m.
Santa Anita Avenue between Benito and Denver Streets	Monday 7:00 a.m. to 2:00 p.m.
Santa Anita Avenue from Orchard Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Santa Anita Avenue between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Saratoga Avenue between Alamitos and Berkeley Streets	Thursday 7:00 a.m. to 2:00 p.m.
Saratoga Avenue between Fauna and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Shetland Avenue from Howard Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.

Shetland Avenue from Mane Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Shetland Avenue from Saddleback Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Shirley Lane from Vernon Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Stagecoach Avenue between Howard and Mane Streets	Monday 7:00 a.m. to 2:00 p.m.
Stallion Avenue between Mane and Rodeo Streets	Monday 7:00 a.m. to 2:00 p.m.
Stallion Avenue between Rawhide Street and Mission Boulevard	Monday 7:00 a.m. to 2:00 p.m.
State Street on the south side between Ramona Avenue to a point 230 feet west	At any time
Surrey Avenue between Olive and Moreno Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Surrey Avenue from Harvard Street north to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Surrey Avenue between Rosewood and Berkeley Streets	Wednesday 7:00 a.m. 2:00 p.m.
Surrey Avenue between Rosewood and Berkeley Streets	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Surrey Avenue between Yale and Princeton Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Tudor Avenue from Harvard Street north to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Tudor Avenue between Rosewood and Berkeley Streets	Wednesday 7:00 a.m. 2:00 p.m.
Tudor Avenue between Rosewood and Berkeley Streets	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Tudor Avenue between El Morado and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Tudor Avenue between Orchard and Kingsley Streets	Thursday 7:00 a.m. to 2:00 p.m.
Tudor Avenue between Bandera and Manzanita Streets	Monday 7:00 a.m. to 2:00 p.m.

Vernon Avenue from Deodar Street north to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Vernon Avenue between San Jose and Palo Verde Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Vernon Avenue between Palo Verde and Princeton Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Vernon Avenue on the east side from Benito Street north to 9775 Vernon Avenue	Thursday 7:00 a.m. to 2:00 p.m.
Vernon Avenue on the west side between Benito and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Vernon Avenue on the east side from a point 320 feet to 550 feet south of San Bernardino Street	Loading zone only
Vernon Avenue between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Vernon Avenue between Kingsley Street and Holt Boulevard	Monday 7:00 a.m. to 2:00 p.m.
Vernon Avenue between Holt Boulevard and Brooks Street	Daily 9:00 p.m. to 7:00 a.m.
Wesley Avenue from Howard Street north then west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Wesley Avenue between Rodeo and Howard Streets	Monday 7:00 a.m. to 2:00 p.m.
Whitewater Avenue from Rodeo Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Whitewater Avenue between Saddleback and Clair Streets	Monday 7:00 a.m. to 2:00 p.m.
Yale Street from Surrey Avenue east to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Yale Street between Carrillo and Poulsen Avenues	Tuesday 7:00 a.m. 2:00 p.m.
Yale Street from Del Mar Avenue to its terminus west of Vernon Avenue	Tuesday 7:00 a.m. to 2:00 p.m.

APPROVED AND ADOPTED this XX day of XX, 2009.

_____
Mayor

ATTEST:

_____
City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 09-2817 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, 2009, and that it was adopted by the following vote, to-wit:

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

_____
Donna M. Jackson
City Clerk

AGENDA REPORT

SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 09-2818 AUTHORIZING MAYOR EATON TO SIGN THE RIGHT-OF-WAY CERTIFICATION FOR MISSION BOULEVARD CORRIDOR IMPROVEMENT PROJECT - PHASE 8	**DATE:**	November 2, 2009
		SECTION:	RESOLUTIONS
		ITEM NO.:	2
		FILE I.D.:	STA670
BUSINESS PLAN:	**STRATEGIC PRIORITY NO. 3, GOAL 2**	**DEPT.:**	PUBLIC WORKS

REASON FOR CONSIDERATION: Caltrans requires that a right-of-way certification be prepared for each project using federal funds. The certification must be signed by a responsible City official. The responsible City official must be designated by a City Council Resolution.

Adoption of Resolution No. 09-2818 would satisfy a portion of Strategic Priority No. 3, Goal 2, as contained in Montclair's "Business Plan."

BACKGROUND: As part of the City's continuing efforts to improve the appearance of the Mission Boulevard corridor, federal funds have been secured to assist the City with construction efforts. The federal funds are administered by the California Department of Transportation (Caltrans). In order for the City to advertise the project for construction bids, a request for authorization to advertise and award must be obtained from Caltrans.

One requirement of the authorization process is that the City must prepare and submit a right-of-way certification to Caltrans. The certification verifies that right-of-way was acquired in accordance with state and federal laws. The certification must be signed by the City with an accompanying Resolution identifying the person authorized to sign on behalf of the City.

Resolution No. 09-2818 designates Mayor Eaton as the responsible person for signing the certification.

FISCAL IMPACT: Funding for the Mission Boulevard Corridor Improvement Project includes $300,000 from the federal government. Failure to submit a right-of-way certification prior to advertising would eliminate all chances for federal reimbursement.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 09-2818 authorizing Mayor Eaton to sign the right-of-way certification for the Mission Boulevard Corridor Improvement Project - Phase 8.

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

RESOLUTION NO. 09-2818

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AUTHORIZING MAYOR EATON TO SIGN THE RIGHT-OF-WAY CERTIFICATION FOR THE MISSION BOULEVARD CORRIDOR IMPROVEMENT PROJECT - PHASE 8

WHEREAS, the City of Montclair is the lead agency in designing and constructing various street improvements for Mission Boulevard in the City of Montclair; and

WHEREAS, the improvement project includes partial funding through the federal government; and

WHEREAS, the use of federal funds for the Mission Boulevard Corridor Improvement Project requires the California Department of Transportation's authorization to advertise and award a construction contract; and

WHEREAS, prior to requesting authorization to advertise and award a construction contract, the local agency responsible for the project must prepare, sign, and submit a right-of-way certification to the California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby authorize Mayor Eaton to sign the right-of-way certification for the Mission Boulevard Corridor Improvement Project - Phase 8.

APPROVED AND ADOPTED this XX day of XX, 2009.

_____
Mayor

ATTEST:

_____
City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 09-2818 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, 2009, and that it was adopted by the following vote, to-wit:

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

_____
Donna M. Jackson
City Clerk

EXHIBIT B – Right of Way Certification Local Assistance Project

(Off State Highway System)

CITY OF MONTCLAIR

RIGHT OF WAY CERTIFICATION NO. 1 PROJECT:

Federal Program # (if available)

Project Location: Mission Blvd. Corridor Improvements (Mission Blvd. from Ada Avenue to Benson Avenue).

General Description of Project: Reconstruction of roadway, landscape median islands, storm drains, and upgraded signals.

1. STATUS OF REQUIRED RIGHT-OF-WAY

A No additional right of way is required.

B Construction Permits, etc., required: The work being performed is in both the City of Montclair and unincorporated portions of San Bernardino County within Montclair's sphere of influence. A permit is being obtained from San Bernardino County Land Development Section for work within the unincorporated County area.

2. STATUS OF ACCESS CONTROL

A. Conventional Highway, not required

3. STATUS OF AFFECTED RAILROAD OPERATING FACILITIES

None affected.

4. MATERIAL SITE

None required

5. DISPOSAL SITE

None required

6. STATUS OF REQUIRED UTILITY RELOCATIONS

All necessary arrangements have been made for the completion of all remaining utility work required to be coordinated with project construction. The special provisions in the contract provide for the coordination. Arrangements have been made with the owners of all conflicting utility encroachments, which will remain within the right of way of the project so that adequate control of the right of way will be achieved.

7. RIGHT OF WAY CLEARANCE

There were no improvements or obstructions located within the limits of this project.

8. AIRSPACE AGREEMENTS

There are no airspace lease properties within the limits of this project.

9. COMPLIANCE WITH RELOCATION ASSISTANCE PROGRAM REQUIREMENTS

Compliance was not required as there were no displacements for this project.

10. COOPERATIVE AGREEMENTS

None required

11. ENVIRONMENTAL MITIGATION

No environmental mitigation parcels are required for this project.

12. CERTIFICATION (USE THE APPROPRIATE STATEMENT)

I hereby certify the right of way on this project as conforming to 23 CFR 635.309(b), (c)(1), or (c)(2). The project may be advertised with contract award being made at any time.

13. INDEMNIFICATION BY LOCAL AGENCY

The (City) (County) agrees to indemnify, defend, and hold harmless the Department of Transportation (Caltrans) from any and all liabilities which may result in the event the right of way for this project is not clear as certified. The (City) (County) shall pay from its own nonmatching funds, any costs which arise out of delays to the construction of the project because utility facilities have not been removed or relocated, or because rights of way have not been made available to (City) (County) for the orderly performance of the project work.

CITY OF Montclair

By: _____

As authorized Resolution No. _____
Dated_____

The undersigned Caltrans Official has reviewed this Right of Way Certification as to form and content. Based on the review of the documents submitted, the Certificate is accepted on behalf of the local public agency. It remains the sole responsibility of the local public agency to ensure compliance with the Federal Uniform Act and this Certificate is accepted on their behalf.

Accepted as to form and content:

By _____

Title _____

Date _____

Distribution: Local agency completes this form, signs and sends it to the DLAE, who forwards it to District Right of Way for signature. Right of Way signs the completed form, keeps a copy for their files and sends original back to DLAE, who makes a copy of this file and sends the original back to the local agency. (There is an exception: If the local agency is doing work on an Interstate Highway, and requesting a Right of Way Certification #3 with a work-around, the Certification [Exhibit 13-B)] is sent to HQ Right of Way Local Programs, who forwards it to FHWA for their approval. But if the locals are doing work on the State Highway System, then they follow the instructions and guidelines of the *Right of Way Manual,* not the LAPM.)

AGENDA REPORT

SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 09-2819 APPROVING THE SEWER SYSTEM MANAGEMENT PLAN	**DATE:**	November 2, 2009
		SECTION:	RESOLUTIONS
		ITEM NO.:	3
		FILE I.D.:	SEW225
BUSINESS PLAN:	N/A	**DEPT.:**	PUBLIC WORKS

REASON FOR CONSIDERATION: The State Water Resources Control Board has mandated under the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems Water Quality Order No. 2006-003-DWQ, a Sanitary Sewer Order that all public agencies with collection systems be regulated on the effective usage and maintenance of wastewater collection systems. This Sanitary Sewer Order requires each public agency with a collection system greater than one mile in length to develop and implement a Sewer System Management Plan (SSMP). The City Council is asked, pursuant to a requirement of the Sanitary Sewer Order, to consider approval of the SSMP.

BACKGROUND: Following the State Water Resources Control Board's adoption of the Statewide General Waste Discharge Requirement (GWDR) on May 2, 2006, sewer collection systems became the last major component of the wastewater management system to be regulated. Treatment plants have been regulated for some time. The GWDR applies to all public sewer collection system agencies in California that own or operate collection systems comprised of more than one mile of sewer line, which conveys untreated wastewater to a publicly owned sewage treatment facility and requires each agency to prepare a Sewer System Management Plan. An SSMP is a document that describes the activities each agency uses to manage their wastewater collection system effectively. Effective management of a wastewater collection system should include, as a minimum, the following:

1. Maintenance of existing collection system infrastructure and the development of a plan for the rehabilitation/replacement of infrastructure.

2. Prevention and reduction of Sanitary Sewer Overflows (SSOs) and creation of an Emergency Response Plan for such events.

3. Development and documentation of a FOG (Fats, Oils, and Grease) Program to prevent problems associated with the accumulation of grease in sewer lines.

4. Establishment of legal authority for enforcement of the requirements made in the Sanitary Sewer Order and to ensure liability coverage.

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

5. Ensuring the protection of public health and the condition of receiving waters that can be affected by a Sanitary Sewer Overflow.

6. Building public perception through public outreach and education events and establishing protocols for soliciting and responding to public input about collection system deficiencies.

The SSMP serves as a guidance document to help an agency anticipate needed improvements and maintenance requirements for the collection system to increase the effectiveness in which it serves its users. Improvements and changes should be made to the living document as conditions of the collection system change.

The required elements of an SSMP are:

- Collection system management goals
- Organization of personnel, including the chain of command and communications
- Legal authority for permitting flows into the system, inflow/infiltration control of stormwater into the collection system
- Enforcement of proper sewer design, installation, testing standards, and inspection requirements for new and rehabilitated sewers
- Documentation of operations and maintenance activities to maintain the wastewater collection system
- Design and performance provisions
- Sanitary Sewer Overflow emergency response plan
- FOG (Fats, Oils, and Grease) Program to prevent problems associated with the accumulation of grease in sewer lines
- Collection system evaluation and capacity assurance program
- Monitoring, measurement, and modifications plan for SSMP Program effectiveness
- Periodic internal SSMP audits (every two years)
- Establishment of an SSMP communication program

The SSMP assists in facilitating greater organization of existing assets and works toward achieving greater efficiency by outlining where improvements should be made to the collection system. Copies of the SSMP have been placed in the Mayor, City Council, and City Clerk offices for review.

FISCAL IMPACT: Adoption of Resolution No. 09-2819 would create no fiscal impact for the City. Failure to adopt the SSMP, however, would likely result in monetary penalties being assessed against the City by the state.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 09-2819 approving the Sewer System Management Plan.

RESOLUTION NO. 09-2819

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR APPROVING THE SEWER SYSTEM MANAGEMENT PLAN (SSMP)

WHEREAS, the State Water Resources Control Board adopted the Statewide General Waste Discharge Requirement (GWDR) on May 2, 2006, requiring all public agencies with collection systems comprised of more than one mile of sewer line be regulated; and

WHEREAS, the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems - Water Quality Order No. 2006-0003-DWQ (Sanitary Sewer Order) requires all such agencies to develop and implement a Sewer System Management Plan (SSMP); and

WHEREAS, the Sewer System Management Plan is a document that describes the activities a public agency uses to manage the wastewater collection system effectively; and

WHEREAS, a requirement of the Sanitary Sewer Order is the adoption of a resolution by the governing body of the public agency certifying that the Sewer System Management Plan has been developed and implemented.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby approve the Sewer System Management Plan, a copy of said document is on file in the City Clerk's office and by this reference made a part hereof.

APPROVED AND ADOPTED this XX day of XX, 2009.

_____
Mayor

ATTEST:

_____
City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 09-2819 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, 2009, and that it was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____

Donna M. Jackson
City Clerk

AGENDA REPORT

SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 09-2820 APPROVING THE FORM OF, AND AUTHORIZING THE EXECUTION AND DELIVERY OF AGREEMENT NO. 09-104—A PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE SALE OF THE CITY OF MONTCLAIR'S PROPOSITION 1A RECEIVABLE FROM THE STATE; AND DIRECTING AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH	**DATE:**	November 2, 2009
		SECTION:	RESOLUTIONS
		ITEM NO.:	4
		FILE I.D.:	STA350/TAX425
		DEPT.:	ADMIN. SVCS.

BUSINESS PLAN: N/A

REASON FOR CONSIDERATION: Suspension of Proposition 1A allows the State of California to borrow 8 percent of the amount of total property tax revenue apportioned to cities. The state is required to repay this obligation, plus interest by June 30, 2013. This "loan" is an asset to the City and requires City Council approval to sell this asset to the California Statewide Communities Development Authority (California Communities), a Joint Powers Authority (JPA).

BACKGROUND: ***Proposition 1A Suspension.*** Proposition 1A was passed by California voters in 2004 to ensure local property tax and sales tax revenues remain with local government thereby safeguarding funding for public safety, health, libraries, parks, and other local services. Provisions can only be suspended if the Governor declares a fiscal necessity and two-thirds of the Legislature concur.

The emergency suspension of Proposition 1A was contained in ABX4 14 and ABX4 15. Governor Schwarzenegger signed the bills on July 28, 2009, as part of the Fiscal Year 2009-10 budget package. Under provisions contained in the bills, the state will borrow 8 percent of the amount of property tax revenue apportioned to cities, counties, and special districts. The state will be required to repay those obligations, plus interest by June 30, 2013.

In an effort to minimize the impact borrowing of property taxes would have on local agencies, the Legislature proposed a Proposition 1A Securitization Program. On Monday, October 19, 2009, Governor Schwarzenegger signed SB67, providing for implementation of the Proposition 1A Securitization Program—provisions in SB67 provide for the following structural components:

- Bond financing to occur in November

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

- County auditors to certify amount of Proposition 1A Receivables of each jurisdictional agency
- Establish tax-exempt structure
- California Communities JPA to function as the only bond issuer
- Enhanced flexibility within the bond structure
- Authorized sales of Proposition 1A Receivables by local agencies
- Hardship mechanisms and criteria for qualifying agencies

Proposition 1A Securitization Program. As provided for under ABX4 14 and ABX4 15, the Proposition 1A Securitization Program utilizes the California Communities JPA as the vehicle to be used by local agencies to sell their respective Proposition 1A Receivables. Under the Securitization Program, California Communities will simultaneously purchase the Proposition 1A Receivables Issue Bonds (Proposition 1A Bonds) and provide each local agency with their respective cash proceeds in two equal installments: the first on January 15, 2010, followed by a second disbursement on May 3, 2010 (to coincide with the dates the state will be shifting property taxes from local agencies). The purchase price paid to local agencies will equal 100 percent of the amount of the property tax reduction. All transaction/administrative costs of issuance and interest will be paid by the State of California. Participating local agencies will have no fiscal or administrative responsibilities related to bond issuance or repayment and no credit exposure to the state.

If the City sells its Proposition 1A Receivable by its participation in the Proposition 1A Securitization Program, California Communities would pledge Montclair's Proposition 1A Receivable to secure repayment of a corresponding amount of the Proposition 1A Bonds. The City's sale of its Proposition 1A Receivable would be irrevocable. Bondholders would have no recourse against the City if the state does not make its Proposition 1A Repayment.

Proposition 1A Program Sponsor. California Statewide Communities Development Authority (California Communities) is a JPA sponsored by the California State Association of Counties and the League of California Cities. Member agencies of California Communities include approximately 230 cities and 54 counties throughout California. Montclair is a member of California Communities.

Benefits of Participation in the Proposition 1A Securitization Program. Participation in the Proposition 1A Securitization Program would provide the following benefits:

1. *Immediate cash relief.* Sale of the City of Montclair's Proposition 1A Receivable would provide the City with 100 percent of its Proposition 1A Receivable in two equal installments, on January 15, 2010, and May 3, 2010.

2. *Mitigation of the impact from the 8 percent property tax withholding in January and May.* Per ABX4 14 and ABX4 15 and cleanup legislation SB 67, the state will withhold 8 percent of property tax receivables due cities, counties, and special districts under Proposition 1A—bond proceeds are to be distributed to coincide with the dates the state will be shifting property taxes from local agencies.

3. *Cost of financing to be borne by the State of California.* The City would not be required to pay any interest or costs of issuance in connection with its participation.

4. *No obligation on bonds.* The City has no obligation with respect to payment of the bonds nor any reporting, disclosure, or other compliance obligations associated with the bonds.

Proceeds of the Sale of the City of Montclair's Proposition 1A Receivable. Upon delivery of the Proposition 1A Bonds, California Communities will make available to the City its fixed purchase price, equal to 100 percent of the local agency's Proposition 1A Receivable. These funds may be used for any lawful purpose and are not restricted by the program.

Proposed Proposition 1A Receivables Sale Resolution. The proposed Proposition 1A Receivables Sale Resolution provides for the following:

1. Authorizes the sale of the City of Montclair's Proposition 1A Receivable to California Communities for 100 percent of its receivable.

2. Approves the form and directs the execution and delivery of the Purchase and Sale Agreement with California Communities and related documents.

3. Authorizes and directs any Authorized Officer to send, or to cause to be sent, an irrevocable written instruction required by statute to the State Controller notifying the state of the sale of the Proposition 1A Receivable and instructing the disbursement of the Proposition 1A Receivable to the Proposition 1A Bond Trustee.

4. Appoints certain City of Montclair officers and officials as Authorized Officers for purposes of signing documents.

5. Authorizes miscellaneous related actions and makes certain ratifications, findings, and determinations required by law.

Proposed Purchase and Sale Agreement. The proposed Purchase and Sale Agreement provides for the following:

1. The sale of the Proposition 1A Receivable to California Communities.

2. Contains representations and warranties of the City to assure California Communities that the Proposition 1A Receivable has not been previously sold, is not encumbered, that no litigation or other actions is pending or threatened to disrupt the transaction, and that this is an arm's length "true sale" of the Proposition 1A Receivable.

3. Provides mechanics for payment of the Purchase Price.

4. Contains other miscellaneous provisions.

Proposed Purchase and Sale Agreement Exhibits. The proposed Proposition 1A Purchase and Sale Agreement Exhibits include the following:

1. *(B1) Opinion of Counsel:* This is an opinion of the counsel to the local agency (which may be an in-house counsel or an outside counsel) covering basic approval of the documents, litigation, and enforceability of the document against the Seller. It will

be dated as of the Pricing date of the bonds (currently expected to be November 10, 2009).

2. *(B2) Bringdown Opinion:* This simply "brings down" the opinions to the Closing Date (currently expected to be November 19, 2009).

3. *(C1) Certificate of the Clerk of the Local Agency:* A certificate of the Clerk confirming that the Resolution was duly adopted and is in full force and effect.

4. *(C2) Seller Certificate:* A certification of the Seller dated as of the Pricing Date, confirming that the representations and warranties of the Seller are true as of the Pricing Date; confirming authority to sign; confirming due approval of the Resolution; and providing payment instructions.

5. *(C3) Bill of Sale and Bringdown Certificate:* Certificate that brings the certifications of item "C2," above, down to the Closing Date and confirms the sale of the Proposition 1A Receivable as of the Closing Date.

6. *(D) Irrevocable Instructions to the Controller:* Required in order to let the State Controller know that the Proposition 1A Receivable has been sold and directing the state to make payment of the receivable to the Trustee on behalf of the Purchaser.

7. *(E) Escrow Instruction Letter:* Instructs Transaction Counsel (Orrick) to hold all documents in escrow until closing, and if closing does not occur by December 31, 2009, for any reason, to destroy all documents.

FISCAL IMPACT: With the suspension of Proposition 1A, the City's exposure under the State of California 8 percent property tax revenue diversion, including Educational Revenue Augmentation Fund (ERAF) reimbursements, is estimated to be $649,979, as indicated below:

Property Tax Revenue (secured and unsecured)	$ 2,574,391
ERAF Backfill - Motor Vehicle License Fee	$ 2,862,904
ERAF Backfill - Sales Tax Compensation (Triple Flip)	$ 2,687,437
Property Tax Revenue eligible in computing 8 percent Loan	$ 8,124,732
8 percent estimated Loan of eligible Property Tax Revenue	$ 649,979

Adoption of Resolution No. 09-2820, approving Agreement No. 09-104, would authorize the sale of the City of Montclair's Proposition 1A Receivable, thereby replacing Fiscal Year 2009-10 property tax revenue estimated to be lost as a result of the suspension of Proposition 1A.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 09-2820 approving the form of, and authorizing the execution and delivery of Agreement No. 09-104—a Purchase and Sale Agreement and related documents with respect to the sale of the City of Montclair's Proposition 1A Receivable from the state; and directing and authorizing certain other actions in connection therewith.

RESOLUTION NO. 09-2820

CITY COUNCIL
OF THE
CITY OF MONTCLAIR

A RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE SALE OF THE SELLER'S PROPOSITION 1A RECEIVABLE FROM THE STATE; AND DIRECTING AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, pursuant to Section 25.5 of Article XIII of the California Constitution and Chapter 14XXXX of the California Statutes of 2009 (Assembly Bill No. 15), as amended (the "Act"), certain local agencies within the State of California (the "State") are entitled to receive certain payments to be made by the State on or before June 30, 2013, as reimbursement for reductions in the percentage of the total amount of ad valorem property tax revenues allocated to such local agencies during the State's 2009-10 fiscal year (the "Reimbursement Payments"), which reductions have been authorized pursuant to Sections 100.05 and 100.06 of the California Revenue and Taxation Code;

WHEREAS, the City of Montclair, a local agency within the meaning of Section 6585(f) of the California Government Code (the "Seller"), is entitled to and has determined to sell all right, title and interest of the Seller in and to its "Proposition 1A receivable", as defined in Section 6585(g) of the California Government Code (the "Proposition 1A Receivable"), namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, in order to obtain money to fund public capital improvements or working capital;

WHEREAS, the Seller is authorized to sell or otherwise dispose of its property as the interests of its residents require;

WHEREAS, the California Statewide Communities Development Authority, a joint exercise of powers authority organized and existing under the laws of the State (the "Purchaser"), has been authorized pursuant to Section 6588(x) of the California Government Code to purchase the Proposition 1A Receivable;

WHEREAS, the Purchaser desires to purchase the Proposition 1A Receivable and the Seller desires to sell the Proposition 1A Receivable pursuant to a purchase and sale agreement by and between the Seller and the Purchaser in the form presented to this City Council (the "Sale Agreement") for the purposes set forth herein;

WHEREAS, in order to finance the purchase price of the Proposition 1A Receivable from the Seller and the purchase price of other Proposition 1A Receivables from other local agencies, the Purchaser will issue its bonds (the "Bonds") pursuant to Section 6590 of the California Government Code and an Indenture (the "Indenture"), by and between the Purchaser and Wells Fargo Bank, National Association, as trustee (the "Trustee"), which Bonds will be payable solely

from the proceeds of the Seller's Proposition 1A Receivable and other Proposition 1A Receivables sold to the Purchaser by local agencies in connection with the issuance of the Bonds;

WHEREAS, the Seller acknowledges that (i) any transfer of its Proposition 1A Receivable to the Purchaser pursuant to the Sale Agreement shall be treated as an absolute sale and transfer of the property so transferred and not as a pledge or grant of a security interest by City of Montclair to secure a borrowing, (ii) any such sale of its Proposition 1A Receivable to the Purchaser shall automatically be perfected without the need for physical delivery, recordation, filing or further act, (iii) the provisions of Division 9 (commencing with Section 9101) of the California Commercial Code and Sections 954.5 to 955.1 of the California Civil Code, inclusive, shall not apply to the sale of its Proposition 1A Receivable, and (iv) after such transfer, the Seller shall have no right, title, or interest in or to the Proposition 1A Receivable sold to the Purchaser and the Proposition 1A Receivable will thereafter be owned, received, held and disbursed only by the Purchaser or a trustee or agent appointed by the Purchaser;

WHEREAS, the Seller acknowledges that the Purchaser will grant a security interest in the Proposition 1A Receivable to the Trustee and any credit enhancer to secure payment of the Bonds;

WHEREAS, a portion of the proceeds of the Bonds will be used by the Purchaser to, among other things, pay the purchase price of the Proposition 1A Receivable;

WHEREAS, the Seller will use the proceeds received from the sale of the Proposition 1A Receivable for any lawful purpose as permitted under the applicable laws of the State;

NOW THEREFORE, the City Council of the City of Montclair hereby resolves as follows:

Section 1. All of the recitals set forth above are true and correct, and this City Council hereby so finds and determines.

Section 2. The Seller hereby authorizes the sale of the Proposition 1A Receivable to the Purchaser for a price equal to the amount certified as the Initial Amount (as defined in the Sale Agreement) by the County auditor pursuant to the Act. The form of Sale Agreement presented to the City Council is hereby approved. An Authorized Officer (as set forth in Appendix A of this Resolution, attached hereto and by this reference incorporated herein) is hereby authorized and directed to execute and deliver the Sale Agreement on behalf of the Seller, which shall be in the form presented at this meeting.

Section 3. Any Authorized Officer is hereby authorized and directed to send, or to cause to be sent, an irrevocable written instruction to the State Controller (the "Irrevocable Written Instruction") notifying the State of the sale of the Proposition 1A Receivable and instructing the disbursement pursuant to Section 6588.6(c) of California Government Code of the Proposition 1A Receivable to the Trustee, on behalf of the Purchaser, which Irrevocable Written Instruction shall be in the form presented at this meeting.

Section 4. The Authorized Officers and such other Seller officers, as appropriate, are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents, including but not limited to, if required, appropriate escrow instructions relating to the delivery into escrow of executed documents prior to the closing of the Bonds, and such other documents mentioned in the Sale Agreement or the Indenture, which any of them may deem necessary or desirable in order to implement the Sale Agreement and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution; and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 5. All consents, approvals, notices, orders, requests and other actions permitted or required by any of the documents authorized by this Resolution, whether before or after the sale of the Proposition 1A Receivable or the issuance of the Bonds, including without limitation any of the foregoing that may be necessary or desirable in connection with any default under or amendment of such documents, may be given or taken by an Authorized Officer without further authorization by this City Council, and each Authorized Officer is hereby authorized and directed to give any such consent, approval, notice, order or request, to execute any necessary or appropriate documents or amendments, and to take any such action that such Authorized Officer may deem necessary or desirable to further the purposes of this Resolution.

Section 6. The City Council acknowledges that, upon execution and delivery of the Sale Agreement, the Seller is contractually obligated to sell the Proposition 1A Receivable to the Purchaser pursuant to the Sale Agreement and the Seller shall not have any option to revoke its approval of the Sale Agreement or to determine not to perform its obligations thereunder.

Section 7. This Resolution shall take effect from and after its adoption and approval.

PASSED AND ADOPTED by the City Council of the City of Montclair, State of California, this _____ day of _____, 2009, by the following vote:

AYES:

NOES:

ABSENT:

_____
Mayor

Attest:

_____
City Clerk

Approved as to form :

SELLER'S COUNSEL

By_____

Dated: _____

APPENDIX A

CITY OF MONTCLAIR

Authorized Officers: Richard Beltran, Assistant Finance Director

Edward C. Starr, Deputy City Manager/Director of Administrative Services

any designee of any of them, as appointed in a written certificate of such Authorized Officer delivered to the Trustee.

CITY OF MONTCLAIR, CALIFORNIA,
as Seller

and

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY,
as Purchaser

PURCHASE AND SALE AGREEMENT

Dated as of November 1, 2009

TABLE OF CONTENTS

Page

1. DEFINITIONS AND INTERPRETATION 2
2. AGREEMENT TO SELL AND PURCHASE; CONDITIONS PRECEDENT 2
3. PURCHASE PRICE, CONVEYANCE OF PROPOSITION 1A RECEIVABLE AND PAYMENT OF PURCHASE PRICE 3
4. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER 4
5. REPRESENTATIONS AND WARRANTIES OF THE SELLER 5
6. COVENANTS OF THE SELLER 7
7. THE PURCHASER'S ACKNOWLEDGMENT 9
8. NOTICES OF BREACH 9
9. LIABILITY OF SELLER; INDEMNIFICATION 9
10. LIMITATION ON LIABILITY 10
11. THE SELLER'S ACKNOWLEDGMENT 10
12. NOTICES 10
13. AMENDMENTS 10
14. SUCCESSORS AND ASSIGNS 10
15. THIRD PARTY RIGHTS 11
16. PARTIAL INVALIDITY 11
17. COUNTERPARTS 11
18. ENTIRE AGREEMENT 11
19. GOVERNING LAW 12

EXHIBIT A – DEFINITIONS A-1
EXHIBIT B1 – OPINION OF SELLER'S COUNSEL B1-1
EXHIBIT B2 – BRINGDOWN OPINION OF SELLER'S COUNSEL B2-1
EXHIBIT C1 – CLERK'S CERTIFICATE C1-1
EXHIBIT C2 – SELLER CERTIFICATE C2-1
EXHIBIT C3 – BILL OF SALE AND BRINGDOWN CERTIFICATE C3-1
EXHIBIT D – IRREVOCABLE INSTRUCTIONS TO CONTROLLER D-1
EXHIBIT E – ESCROW INSTRUCTION LETTER E-1

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT, dated as of November 1, 2009 (this "Agreement"), is entered into by and between:

(1) CITY OF MONTCLAIR, a local agency of the State of California within the meaning of Section 6585(f) of the California Government Code (the "Seller"); and

(2) CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (the "Purchaser").

RECITALS

A. Pursuant to Section 25.5 of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, local agencies within the meaning of Section 6585(f) of the California Government Code are entitled to receive certain payments to be made by the State of California (the "State") on or before June 30, 2013, as reimbursement for reductions in the percentage of the total amount of ad valorem property tax revenues allocated to such local agencies during the State's 2009-10 fiscal year, which reductions have been authorized pursuant to Sections 100.05 and 100.06 of the California Revenue and Taxation Code.

B. The Seller is the owner of the Proposition 1A Receivable (as defined below) and is entitled to and has determined to sell all right, title and interest in and to the Proposition 1A receivable, namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, in order to obtain money to fund any lawful purpose as permitted under the applicable laws of the State.

C. The Seller is authorized to sell or otherwise dispose of its property as the interests of its residents require.

D. The Purchaser, a joint exercise of powers authority organized and existing under the laws of the State, has been authorized pursuant to Section 6588(x) of the California Government Code to purchase the Proposition 1A Receivable.

E. The Seller is willing to sell, and the Purchaser is willing to purchase, the Proposition 1A Receivable upon the terms specified in this Agreement.

F. Pursuant to its Proposition 1A Receivable Financing Program (the "Program"), the Purchaser will issue its bonds (the "Bonds") pursuant to an Indenture (the "Indenture"), between the Purchaser and Wells Fargo Bank, National Association, as trustee (the "Trustee"), and will use a portion of the proceeds thereof to purchase the Proposition 1A Receivable from the Seller.

G. The Purchaser will grant a security interest in such Proposition 1A Receivable to the Trustee and each Credit Enhancer to secure the Bonds.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Definitions and Interpretation.

(a) For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in Exhibit A attached hereto and which is incorporated by reference herein.

(b) The words "hereof," "herein," "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; section and exhibit references contained in this Agreement are references to sections and exhibits in or to this Agreement unless otherwise specified; and the term "including" shall mean "including without limitation."

(c) Any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time may be amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments and exhibits thereto and instruments incorporated therein; and any references to a Person are also to its permitted successors and assigns.

2. Agreement to Sell and Purchase; Conditions Precedent.

(a) The Seller agrees to sell, and the Purchaser agrees to purchase, on the Closing Date, for an amount equal to the Purchase Price, all right, title and interest of the Seller in and to the "Proposition 1A receivable" as defined in Section 6585(g) of the California Government Code (the "Proposition 1A Receivable"), namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code. The Purchase Price shall be paid by the Purchaser to the Seller in two equal cash installment payments, without interest (each, an "Installment Payment" and, collectively, the "Installment Payments"), on January 15, 2010, and May 3, 2010 (each a "Payment Date" and, collectively, the "Payment Dates"). The Purchaser shall pay the Purchase Price by wire transfer pursuant to wire instructions provided by the Seller to the Trustee by e-mail to john.deleray@wellsfargo.com or by facsimile to 213-614-3355, Attention: John Deleray. If wire instructions are not provided to the Trustee (or if such wire instructions are invalid) payment will be made by check mailed to the Seller's Principal Place of Business.

(b) The performance by the Purchaser of its obligations hereunder shall be conditioned upon:

(i) Transaction Counsel receiving on or before the date the Bonds are sold (the "Pricing Date"), to be held in escrow until the Closing Date and then delivered to the Purchaser on the Closing Date, the following documents

duly executed by the Seller or its counsel, as applicable: (1) an opinion of counsel to the Seller dated the Pricing Date in substantially the form attached hereto as Exhibit B1, (2) certificates dated the Pricing Date in substantially the forms attached hereto as Exhibit C1 and Exhibit C2, (3) irrevocable instructions to the Controller dated as of the Closing Date in substantially the form attached hereto as Exhibit D, (4) this Agreement, (5) a certified copy of the resolution of the Seller's City Council approving this Agreement, the transactions contemplated hereby and the documents attached hereto as exhibits, and (6) an escrow instruction letter in substantially the form attached hereto as Exhibit E;

(ii) Transaction Counsel receiving on or before the Pricing Date, (1) a bringdown opinion of counsel to the Seller dated as of the Closing Date in substantially the form attached hereto as Exhibit B2, and (2) a bill of sale and bringdown certificate of the Seller (the "Bill of Sale") in substantially the form attached hereto as Exhibit C3; provided that the Purchaser may waive, in its sole discretion, the requirements of Section 2(b)(ii)(1);

(iii) the Purchaser issuing Bonds in an amount which will be sufficient to pay the Purchase Price; and

(iv) the receipt by the Purchaser of a certification of the County Auditor confirming the Initial Amount of the Proposition 1A Receivable pursuant to the Act.

(c) The performance by the Seller of its obligations hereunder shall be conditioned solely upon the Purchaser's issuance of the Bonds and its execution and delivery of this Agreement, pursuant to which it is legally obligated to pay the Installment Payments to the Seller on the Payment Dates as set forth in this Agreement, and no other act or omission on the part of the Purchaser or any other party shall excuse the Seller from performing its obligations hereunder. Seller specifically disclaims any right to rescind this Agreement, or to assert that title to the Proposition 1A Receivable has not passed to the Purchaser, should Purchaser fail to make Installment Payments in the requisite amounts on the Payment Dates.

3. Purchase Price, Conveyance of Proposition 1A Receivable and Payment of Purchase Price.

(a) Upon pricing of the Bonds by the Purchaser, the Purchaser will inform the Seller that it will pay the Purchase Price in Installment Payments on the Payment Dates.

(b) In consideration of the Purchaser's agreement to pay and deliver to the Seller the Installment Payments on the Payment Dates, the Seller agrees to (i) transfer, grant, bargain, sell, assign, convey, set over and deliver to the Purchaser, absolutely and not as collateral security, without recourse except as expressly provided herein, and the Purchaser agrees to purchase, accept and receive, the Proposition 1A Receivable, and (ii) assign to the Purchaser, to the extent permitted by law, all present or future rights, if any, of the Seller to enforce or cause the enforcement of payment of the Proposition 1A Receivable pursuant to the Act and other

applicable law. Such transfer, grant, bargain, sale, assignment, conveyance, set over and delivery is hereby expressly stated to be a sale and, pursuant to Section 6588.6(b) of the California Government Code, shall be treated as an absolute sale and transfer of the Proposition 1A Receivable, and not as a grant of a security interest by the Seller to secure a borrowing. This is the statement referred to in Sections 6588.6(b) and (c) of the California Government Code.

4. Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Seller, as of the date hereof, as follows:

(a) The Purchaser is duly organized, validly existing and in good standing under the laws of the State of California.

(b) The Purchaser has full power and authority to enter into this Agreement and to perform its obligations hereunder and has duly authorized such purchase and assignment of the Proposition 1A Receivable by the Purchaser by all necessary action.

(c) Neither the execution and delivery by the Purchaser of this Agreement, nor the performance by the Purchaser of its obligations hereunder, shall conflict with or result in a breach or default under any of its organizational documents, any law, rule, regulation, judgment, order or decree to which it is subject or any agreement or instrument to which it is a party.

(d) To the best of the knowledge of the Purchaser, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Purchaser affecting the existence of the Purchaser or the titles of its commissioners or officers, or seeking to restrain or to enjoin the purchase of the Proposition 1A Receivable or to direct the application of the proceeds of the purchase thereof, or in any way contesting or affecting the validity or enforceability of any of the Transaction Documents or any other applicable agreements or any action of the Purchaser contemplated by any of said documents, or in any way contesting the powers of the Purchaser or its authority with respect to the Transaction Documents to which it is a party or any other applicable agreement, or any action on the part of the Purchaser contemplated by the Transaction Documents, or in any way seeking to enjoin or restrain the Purchaser from purchasing the Proposition 1A Receivable or which if determined adversely to the Purchaser would have an adverse effect upon the Purchaser's ability to purchase the Proposition 1A Receivable, nor to the knowledge of the Purchaser is there any basis therefor.

(e) This Agreement, and its execution, delivery and performance hereof have been duly authorized by it, and this Agreement has been duly executed and delivered by it and constitutes its valid and binding obligation enforceable against it in accordance with the terms hereof, subject to the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting creditors' rights generally or the application of equitable principles in any proceeding, whether at law or in equity.

(f) The Purchaser is a separate legal entity, acting solely through its authorized representatives, from the Seller, maintaining separate records, books of account, assets, bank accounts and funds, which are not and have not been commingled with those of the Seller.

(g) All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would adversely affect, the purchase by the Purchaser of the Proposition 1A Receivable or the performance by the Purchaser of its obligations under the Transaction Documents to which it is a party and any other applicable agreements, have been obtained and are in full force and effect.

(h) Insofar as it would materially adversely affect the Purchaser's ability to enter into, carry out and perform its obligations under any or all of the Transaction Documents to which it is a party, or consummate the transactions contemplated by the same, the Purchaser is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which it is a party or to which it or any of its property or assets is otherwise subject, and, to the best of the knowledge of the Purchaser, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument, and the execution and delivery by the Purchaser of the Transaction Documents to which it is a party, and compliance by the Purchaser with the provisions thereof, under the circumstances contemplated thereby, do not and will not conflict with or constitute on the part of the Purchaser a breach of or default under any agreement or other instrument to which the Purchaser is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Purchaser is subject.

5. Representations and Warranties of the Seller. The Seller hereby represents and warrants to the Purchaser, as of the date hereof, as follows:

(a) The Seller is a local agency within the meaning of Section 6585(f) of the California Government Code, with full power and authority to execute and deliver this Agreement and to carry out its terms.

(b) The Seller has full power, authority and legal right to sell and assign the Proposition 1A Receivable to the Purchaser and has duly authorized such sale and assignment to the Purchaser by all necessary action; and the execution, delivery and performance by the Seller of this Agreement has been duly authorized by the Seller by all necessary action.

(c) This Agreement has been, and as of the Closing Date the Bill of Sale will have been, duly executed and delivered by the Seller and, assuming the due authorization, execution and delivery of this Agreement by the Purchaser, each of this Agreement and the Bill of Sale constitutes a legal, valid and binding obligation of the Seller enforceable in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting creditors' rights generally or the application of equitable principles in any proceeding, whether at law or in equity.

(d) All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would adversely affect, the sale by the Seller of the Proposition 1A Receivable or the performance by the Seller of its

obligations under the Resolution and the Transaction Documents to which it is a party and any other applicable agreements, have been obtained and are in full force and effect.

(e) Insofar as it would materially adversely affect the Seller's ability to enter into, carry out and perform its obligations under any or all of the Transaction Documents to which it is a party, or consummate the transactions contemplated by the same, the Seller is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which it is a party or to which it or any of its property or assets is otherwise subject, and, to the best of the knowledge of the Seller, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument, and the adoption of the Resolution and the execution and delivery by the Seller of the Transaction Documents to which it is a party, and compliance by the Seller with the provisions thereof, under the circumstances contemplated thereby, do not and will not conflict with or constitute on the part of the Seller a breach of or default under any agreement or other instrument to which the Seller is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Seller is subject.

(f) To the best of the knowledge of the Seller, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Seller affecting the existence of the Seller or the titles of its City Council members or officers to their respective offices, or seeking to restrain or to enjoin the sale of the Proposition 1A Receivable or to direct the application of the proceeds of the sale thereof, or in any way contesting or affecting the validity or enforceability of any of the Transaction Documents or any other applicable agreements or any action of the Seller contemplated by any of said documents, or in any way contesting the powers of the Seller or its authority with respect to the Resolution or the Transaction Documents to which it is a party or any other applicable agreement, or any action on the part of the Seller contemplated by the Transaction Documents, or in any way seeking to enjoin or restrain the Seller from selling the Proposition 1A Receivable or which if determined adversely to the Seller would have an adverse effect upon the Seller's ability to sell the Proposition 1A Receivable, nor to the knowledge of the Seller is there any basis therefor.

(g) Prior to the sale of the Proposition 1A Receivable to the Purchaser, the Seller was the sole owner of the Proposition 1A Receivable, and has such right, title and interest to the Proposition 1A Receivable as provided in the Act. From and after the conveyance of the Proposition 1A Receivable by the Seller to Purchaser on the Closing Date, the Seller shall have no right, title or interest in or to the Proposition 1A Receivable. Except as provided in this Agreement, the Seller has not sold, transferred, assigned, set over or otherwise conveyed any right, title or interest of any kind whatsoever in all or any portion of the Proposition 1A Receivable, nor has the Seller created, or to the best knowledge of the Seller permitted the creation of, any lien, pledge, security interest or any other encumbrance (a "Lien") thereon. Prior to the sale of the Proposition 1A Receivable to the Purchaser, the Seller held title to the Proposition 1A Receivable free and clear of any Liens. As of the Closing Date, this Agreement, together with the Bill of Sale, constitutes a valid and absolute sale to the buyer of all of the Seller's right, title and interest in and to the Proposition 1A Receivable.

(h) The Seller acts solely through its authorized officers or agents.

(i) The Seller maintains records and books of account separate from those of the Purchaser.

(j) The Seller maintains its respective assets separately from the assets of the Purchaser (including through the maintenance of separate bank accounts); the Seller's funds and assets, and records relating thereto, have not been and are not commingled with those of the Purchaser.

(k) The Seller's principal place of business and chief executive office is located at 5111 Benito Street, Montclair, California 91763.

(l) The aggregate amount of the Installment Payments is reasonably equivalent value for the Proposition 1A Receivable. The Seller acknowledges that the amount payable to or on behalf of the Purchaser by the State with respect to the Proposition 1A Receivable will be in excess of the Purchase Price and the Initial Amount of the Proposition 1A Receivable and confirms that it has no claim to any such excess amount whatsoever.

(m) The Seller does not act as an agent of the Purchaser in any capacity, but instead presents itself to the public as an entity separate from the Purchaser.

(n) The Seller has not guaranteed and shall not guarantee the obligations of the Purchaser, nor shall it hold itself out or permit itself to be held out as having agreed to pay or as being liable for the debts of the Purchaser; and the Seller has not received nor shall the Seller accept any credit or financing from any Person who is relying upon the availability of the assets of the Purchaser in extending such credit or financing. The Seller has not purchased and shall not purchase any of the Bonds or any interest therein.

(o) All transactions between or among the Seller, on the one hand, and the Purchaser on the other hand (including, without limitation, transactions governed by contracts for services and facilities, such as payroll, purchasing, accounting, legal and personnel services and office space), whether existing on the date hereof or entered into after the date hereof, shall be on terms and conditions (including, without limitation, terms relating to amounts to be paid thereunder) which are believed by each such party thereto to be both fair and reasonable and comparable to those available on an arms-length basis from Persons who are not affiliates.

(p) The Seller has not, under the provisions of Section 100.06(b) of the California Revenue and Taxation Code, received a reduction for hardship or otherwise, nor has it requested, made arrangements for, or completed a reallocation or exchange with any other local agency, of the total amount of the ad valorem property tax revenue reduction allocated to the Seller pursuant to Section 100.06(a) of the California Revenue and Taxation Code.

6. Covenants of the Seller.

(a) The Seller shall not take any action or omit to take any action which adversely affects the interests of the Purchaser in the Proposition 1A Receivable and in the proceeds thereof. The Seller shall not take any action or omit to take any action that shall adversely affect

the ability of the Purchaser, and any assignee of the Purchaser, to receive payments of the Proposition 1A Receivable.

(b) The Seller shall not take any action or omit to take any action that would impair the validity or effectiveness of the Act, nor, without the prior written consent of the Purchaser or its assignees, agree to any amendment, modification, termination, waiver or surrender of, the terms of the Act, or waive timely performance or observance under the Act. Nothing in this agreement shall impose a duty on the Seller to seek to enforce the Act or to seek enforcement thereof by others, or to prevent others from modifying, terminating, discharging or impairing the validity or effectiveness of the Act.

(c) Upon request of the Purchaser or its assignee, (i) the Seller shall execute and deliver such further instruments and do such further acts (including being named as a plaintiff in an appropriate proceeding) as may be reasonably necessary or proper to carry out more effectively the purposes and intent of this Agreement and the Act, and (ii) the Seller shall take all actions necessary to preserve, maintain and protect the title of the Purchaser to the Proposition 1A Receivable.

(d) On or before the Closing Date, the Seller shall send (or cause to be sent) an irrevocable instruction to the Controller pursuant to Section 6588.6(c) of California Government Code to cause the Controller to disburse all payments of the Proposition 1A Receivable to the Trustee, together with notice of the sale of the Proposition 1A Receivable to the Purchaser and the assignment of all or a portion of such assets by the Purchaser to the Trustee. Such notice and instructions shall be in the form of Exhibit D hereto. The Seller shall not take any action to revoke or which would have the effect of revoking, in whole or in part, such instructions to the Controller. Upon sending such irrevocable instruction, the Seller shall have relinquished and waived any control over the Proposition 1A Receivable, any authority to collect the Proposition 1A Receivable, and any power to revoke or amend the instructions to the Controller contemplated by this paragraph. Except as provided in Section 2(c) of this Agreement, the Seller shall not rescind, amend or modify the instruction described in the first sentence of this paragraph. The Seller shall cooperate with the Purchaser or its assignee in giving instructions to the Controller if the Purchaser or its assignee transfers the Proposition 1A Receivable. In the event that the Seller receives any proceeds of the Proposition 1A Receivable, the Seller shall hold the same in trust for the benefit of the Purchaser and the Trustee and each Credit Enhancer, as assignees of the Purchaser, and shall promptly remit the same to the Trustee.

(e) The Seller hereby covenants and agrees that it will not at any time institute against the Purchaser, or join in instituting against the Purchaser, any bankruptcy, reorganization, arrangement, insolvency, liquidation, or similar proceeding under any United States or state bankruptcy or similar law.

(f) The financial statements and books and records of the Seller prepared after the Closing Date shall reflect the separate existence of the Purchaser and the sale to the Purchaser of the Proposition 1A Receivable.

(g) The Seller shall treat the sale of the Proposition 1A Receivable as a sale for regulatory and accounting purposes.

(h) From and after the date of this Agreement, the Seller shall not sell, transfer, assign, set over or otherwise convey any right, title or interest of any kind whatsoever in all or any portion of the Proposition 1A Receivable, nor shall the Seller create, or to the knowledge of the Seller permit the creation of, any Lien thereon.

7. The Purchaser's Acknowledgment. The Purchaser acknowledges that the Proposition 1A Receivable is not a debt or liability of the Seller, and that the Proposition 1A Receivable is payable solely by the State from the funds of the State provided therefor. Consequently, neither the taxing power of the Seller, nor the full faith and credit thereof is pledged to the payment of the Proposition 1A Receivable. No representation is made by the Seller concerning the obligation or ability of the State to make any payment of the Proposition 1A Receivable pursuant to Section 100.06 of the Revenue and Taxation Code and Section 25.5 of Article XIII of the California Constitution, nor is any representation made with respect to the ability of the State to enact any change in the law applicable to the Transaction Documents (including without limitation Section 100.06 of the Revenue and Taxation Code or Section 6588.6 of the Government Code). The Purchaser acknowledges that the Seller has no obligation with respect to any offering document or disclosure related to the Bonds.

8. Notices of Breach.

(a) Upon discovery by the Seller or the Purchaser that the Seller or Purchaser has breached any of its covenants or that any of the representations or warranties of the Seller or the Purchaser are materially false or misleading, in a manner that materially and adversely affects the value of the Proposition 1A Receivable or the Purchase Price thereof, the discovering party shall give prompt written notice thereof to the other party and to the Trustee, as assignee of the Purchaser, who shall, pursuant to the Indenture, promptly thereafter notify each Credit Enhancer and the Rating Agencies.

(b) The Seller shall not be liable to the Purchaser, the Trustee, the holders of the Bonds, or any Credit Enhancer for any loss, cost or expense resulting from the failure of the Trustee, any Credit Enhancer or the Purchaser to promptly notify the Seller upon the discovery by an authorized officer of the Trustee, any Credit Enhancer or the Purchaser of a breach of any covenant or any materially false or misleading representation or warranty contained herein.

9. Liability of Seller; Indemnification. The Seller shall be liable in accordance herewith only to the extent of the obligations specifically undertaken by the Seller under this Agreement. The Seller shall indemnify, defend and hold harmless the Purchaser, the Trustee and each Credit Enhancer, as assignees of the Purchaser, and their respective officers, directors, employees and agents from and against any and all costs, expenses, losses, claims, damages and liabilities to the extent that such cost, expense, loss, claim, damage or liability arose out of, or was imposed upon any such Person by the Seller's breach of any of its covenants contained herein or any materially false or misleading representation or warranty of the Seller contained herein. Notwithstanding anything to the contrary herein, the Seller shall have no liability for the payment of the principal of or interest on the Bonds issued by the Purchaser.

10. Limitation on Liability.

(a) The Seller and any officer or employee or agent of the Seller may rely in good faith on the advice of counsel or on any document of any kind, prima facie properly executed and submitted by any Person respecting any matters arising hereunder. The Seller shall not be under any obligation to appear in, prosecute or defend any legal action regarding the Act that is unrelated to its specific obligations under this Agreement.

(b) No officer or employee of the Seller shall have any liability for the representations, warranties, covenants, agreements or other obligations of the Seller hereunder or in any of the certificates, notices or agreements delivered pursuant hereto, as to all of which recourse shall be had solely to the assets of the Seller.

11. The Seller's Acknowledgment. The Seller hereby agrees and acknowledges that the Purchaser intends to assign and grant a security interest in all or a portion of (a) its rights hereunder and (b) the Proposition 1A Receivable, to the Trustee and each Credit Enhancer pursuant to the Indenture. The Seller further agrees and acknowledges that the Trustee, the holders of the Bonds, and each Credit Enhancer have relied and shall continue to rely upon each of the foregoing representations, warranties and covenants, and further agrees that such Persons are entitled so to rely thereon. Each of the above representations, warranties and covenants shall survive any assignment and grant of a security interest in all or a portion of this Agreement or the Proposition 1A Receivable to the Trustee and each Credit Enhancer and shall continue in full force and effect, notwithstanding any subsequent termination of this Agreement and the other Transaction Documents. The above representations, warranties and covenants shall inure to the benefit of the Trustee and each Credit Enhancer.

12. Notices. All demands upon or, notices and communications to, the Seller, the Purchaser, the Trustee or the Rating Agencies under this Agreement shall be in writing, personally delivered or mailed by certified mail, return receipt requested, to such party at the appropriate notice address, and shall be deemed to have been duly given upon receipt.

13. Amendments. This Agreement may be amended by the Seller and the Purchaser, with (a) the consent of the Trustee, (b) the consent of each Credit Enhancer, and (c) a Rating Agency Confirmation, but without the consent of any of the holders of the Bonds, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement.

Promptly after the execution of any such amendment, the Purchaser shall furnish written notification of the substance of such amendment to the Trustee and to the Rating Agencies.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Seller, the Purchaser and their respective successors and permitted assigns. The Seller may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Purchaser. Except as specified herein, the Purchaser may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Seller.

15. Third Party Rights. The Trustee and each Credit Enhancer are express and intended third party beneficiaries under this Agreement. Nothing expressed in or to be implied from this Agreement is intended to give, or shall be construed to give, any Person, other than the parties hereto, the Trustee, and each Credit Enhancer, and their permitted successors and assigns hereunder, any benefit or legal or equitable right, remedy or claim under or by virtue of this Agreement or under or by virtue of any provision herein.

16. Partial Invalidity. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

17. Counterparts. This Agreement may be executed in any number of identical counterparts, any set of which signed by all the parties hereto shall be deemed to constitute a complete, executed original for all purposes.

18. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter hereof.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Agreement to be duly executed as of the date first written above.

CITY OF MONTCLAIR, as Seller

By:_____
Authorized Officer

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, as Purchaser

By:_____
Authorized Signatory

EXHIBIT A
DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meanings set forth below.

"Act" means Chapter 14XXXX of the California Statutes of 2009 (Assembly Bill No. 15), as amended.

"Bill of Sale" has the meaning given to that term in Section 2(b)(ii) hereof.

"Closing Date" means the date on which the Bonds are issued. The Closing Date is expected to be November 19, 2009, but the Purchaser may change the Closing Date by providing e-mail notification to rbeltran@ci.montclair.ca.us not later than one day prior to the Closing Date.

"Controller" means the Controller of the State.

"County Auditor" means the auditor or auditor-controller of the county within which the Seller is located.

"Credit Enhancer" means any municipal bond insurance company, bank or other financial institution or organization which is performing in all material respects its obligations under any Credit Support Instrument for some or all of the Bonds.

"Credit Support Instrument" means a policy of insurance, a letter of credit, a stand-by purchase agreement, a revolving credit agreement or other credit arrangement pursuant to which a Credit Enhancer provides credit or liquidity support with respect to the payment of interest, principal or purchase price of the Bonds.

"Initial Amount" means, with respect to the Proposition 1A Receivable, the amount of property tax revenue reallocated away from the Seller pursuant to the provisions of Section 100.06 of the Revenue and Taxation Code, as certified by the County Auditor pursuant to the Act.

"Installment Payments" have the meaning set forth in Section 2(a).

"Payment Dates" have the meaning set forth in Section 2(a).

"Pricing Date" means the date on which the Bonds are sold. The Pricing Date is expected to be November 10, 2009, but the Purchaser may change the Pricing Date by providing e-mail notification to rbeltran@ci.montclair.ca.us not later than one day prior to the Pricing Date.

"Principal Place of Business" means, with respect to the Seller, the location of the Seller's principal place of business and chief executive office located at 5111 Benito Street, Montclair, California 91763.

"Proposition 1A Receivable" has the meaning set forth in Section 2(a).

"Purchase Price" means an amount equal to the Initial Amount.

"Rating Agency" means any nationally recognized rating agency then providing or maintaining a rating on the Bonds at the request of the Purchaser.

"Rating Agency Confirmation" means written confirmation from each Rating Agency that any proposed action will not, in and of itself, cause the Rating Agency to lower, suspend or withdraw the rating then assigned by such Rating Agency to any Bonds.

"Resolution" means the resolution adopted by the City Council approving the sale of the Proposition 1A Receivable.

"State" means the State of California.

"Transaction Counsel" means Orrick, Herrington & Sutcliffe LLP.

"Transaction Documents" mean this Agreement, the Bill of Sale, the Indenture, the Bonds and the Irrevocable Instructions For Disbursement of Proposition 1A Receivable of City of Montclair, dated as of the Closing Date.

EXHIBIT B1

OPINION OF COUNSEL
to
CITY OF MONTCLAIR

Dated: Pricing Date

California Statewide Communities Development Authority
Sacramento, California

Wells Fargo Bank, National Association
Los Angeles, California

Re: Sale of Proposition 1A Receivable

Ladies & Gentlemen:

[I have/This Office has] acted as counsel for the City of Montclair (the "Seller") in connection with the adoption of that certain resolution (the "Resolution") of the City Council of the Seller (the "Governing Body") pursuant to which the Seller authorized the sale to the California Statewide Communities Development Authority (the "Purchaser") of the Seller's "Proposition 1A Receivable", as defined in and pursuant to the Purchase and Sale Agreement dated as of November 1, 2009 (the "Sale Agreement") between the Seller and the Purchaser. In connection with these transactions, the Seller has issued certain Irrevocable Instructions For Disbursement of the Seller's Proposition 1A Receivable to the Controller of the State of California (the "Disbursement Instructions") and a Bill of Sale and Bringdown Certificate of the Seller (the "Bill of Sale" and, collectively with the Sale Agreement and the Disbursement Instructions, the "Seller Documents").

Unless the context otherwise requires, capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Sale Agreement. [I/We] have examined and are familiar with the Seller Documents and with those documents relating to the existence, organization, and operation of the Seller, the adoption of the Resolution, and the execution of the Seller Documents, and have satisfied ourselves as to such other matters as [I/we] deem necessary in order to render the following opinions. As to paragraphs numbered 3 and 4 below, [I/we] have relied as to factual matters on the representations and warranties of the Seller contained in the Sale Agreement.

Based upon the foregoing, and subject to the limitations and qualifications set forth herein, [I/we] are of the opinion that:

1. The Seller is a local agency, within the meaning of Section 6585(f) of the California Government Code. The Governing Body is the governing body of the Seller.

2. The Resolution was duly adopted at a meeting of the Governing Body, which was called and held pursuant to law and with all public notice required by law, and at which a quorum was present and acting throughout, and the Resolution is in full force and effect and has not been modified, amended or rescinded since the date of its adoption.

3. To the best of [my/our] knowledge, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Seller (i) affecting the existence of the Seller or the titles of its Governing Body members or officers to their respective offices; (ii) seeking to restrain or to enjoin the sale of the Proposition 1A Receivable or to direct the application of the proceeds of the sale thereof, or materially adversely affecting the sale of the Proposition 1A Receivable; (iii) in any way contesting or affecting the validity or enforceability of the Resolution, Seller Documents or any other applicable agreements or any action of the Seller contemplated by any of said documents; or (iv) in any way contesting the powers of the Seller or its authority with respect to the Resolution or the Seller Documents or any other applicable agreement, or any action on the part of the Seller contemplated by any of said documents.

4. To the best of [my/our] knowledge, prior to the sale of the Proposition 1A Receivable to the Purchaser, the Seller had not sold, transferred, assigned, set over or otherwise conveyed any right, title or interest of any kind whatsoever in all or any portion of the Seller's Proposition 1A Receivable, nor had the Seller created, or permitted the creation of, any Lien thereon.

5. The Seller has duly authorized and executed the Seller Documents and, assuming the due authorization execution and delivery of the Sale Agreement by the Purchaser, each Seller Document will be legal, valid and binding against the Seller and enforceable against the Seller in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or laws relating to or affecting creditors' rights, and the application of equitable principles and the exercise of judicial discretion in appropriate areas.

No opinion is expressed concerning the obligation or ability of the State of California to make any payment of the Proposition 1A Receivable pursuant to Section 100.06 of the Revenue and Taxation Code and Section 25.5 of Article XIII of the California Constitution, nor is any opinion expressed with respect to the ability of the State to enact any change in the law applicable to the Seller Documents (including, without limitation, Section 100.06 of the Revenue and Taxation Code or Section 6588.6 of the Government Code). Furthermore, [I/we] express no opinion as to the value of the Proposition 1A Receivable or as to any legal or equitable remedies that may be available to any person should the Proposition 1A Receivable have little or no value. No opinion is expressed with respect to the sale of Bonds by the Purchaser.

The legal opinion set forth herein is intended for the information solely of the addressees hereof and for the purposes contemplated by the Sale Agreement. The addressees may not rely on it in connection with any transactions other than those described herein, and it is not to be relied upon by any other person or entity, or for any other purpose, or quoted as a whole or in part, or otherwise referred to, in any document, or to be filed with any governmental or administrative agency other than the Purchaser or with any other person or entity for any purpose without [my/our] prior written consent. In addition to the addressees hereof, each Credit Enhancer and the underwriters of the Bonds may rely upon this legal opinion as if it were addressed to them. [I/We] do not undertake to advise you of matters that may come to [my/our] attention subsequent to the date hereof that may affect the opinions expressed herein.

Very truly yours,

By: _____
Seller's Counsel

EXHIBIT B2

OPINION OF COUNSEL
to
CITY OF MONTCLAIR

Dated: Closing Date

California Statewide Communities Development Authority
Sacramento, California

Wells Fargo Bank, National Association
Los Angeles, California

Re: Sale of Proposition 1A Receivable (Bringdown Opinion)

Ladies & Gentlemen:

Pursuant to that certain Purchase and Sale Agreement dated as of November 1, 2009 (the "Sale Agreement") between the City of Montclair (the "Seller") and the California Statewide Communities Development Authority (the "Purchaser"), this Office delivered an opinion (the "Opinion") dated the Pricing Date as counsel for the Seller in connection with the sale of the Seller's Proposition 1A Receivable (as defined in the Sale Agreement), the execution of documents related thereto and certain other related matters.

Capitalized terms used but not defined herein shall have the meanings given to such terms in the Sale Agreement.

I confirm that you may continue to rely upon the Opinion as if it were dated as of the date hereof. Each Credit Enhancer and the underwriters of the Bonds may rely upon this legal opinion as if it were addressed to them. This letter is delivered to you pursuant to Section 2(b)(ii)(1) of the Sale Agreement.

Very truly yours,

By: _____
Seller's Counsel

EXHIBIT C1
CLERK'S CERTIFICATE

CERTIFICATE OF THE
CITY CLERK OF
CITY OF MONTCLAIR, CALIFORNIA

Dated: Pricing Date

The undersigned City Clerk of the City of Montclair (the "Seller"), a local agency of the State of California within the meaning of Section 6585(f) of the California Government Code, does hereby certify that the foregoing is a full, true and correct copy of Resolution No. _____ duly adopted at a regular meeting of the City Council of said Seller duly and legally held at the regular meeting place thereof on the _____ day of _____, 2009, of which meeting all of the members of said City Council had due notice and at which a quorum was present and acting throughout, and that at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I do hereby further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office and that said resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes and that said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

I do hereby further certify that an agenda of said meeting was posted at least 72 hours before said meeting at a location in the [City / Town / County] of Montclair, California freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase and Sale Agreement, dated as of November 1, 2009, between the Seller and the California Statewide Communities Development Authority.

WITNESS by my hand as of the Pricing Date.

By: _____
City Clerk of the City of Montclair,
California

SELLER CERTIFICATE

Dated: Pricing Date

We, the undersigned officers of the City of Montclair (the "Seller"), a local agency of the State of California within the meaning of Section 6585(f) of the California Government Code, holding the respective offices herein below set opposite our signatures, do hereby certify that on the date hereof the following documents (the "Seller Transaction Documents") were officially executed and delivered by the Authorized Officer or Officers whose names appear on the executed copies thereof, to wit:

Document

1. Purchase and Sale Agreement, dated as of November 1, 2009 (the "Sale Agreement"), between the Seller and the California Statewide Communities Development Authority (the "Purchaser").

2. Irrevocable Instructions For Disbursement of Seller's Proposition 1A Receivable to the Controller of the State of California, dated the Closing Date.

3. Bill of Sale, dated the Closing Date.

Capitalized terms used herein and not defined herein shall have the meaning given such terms in the Sale Agreement.

We further certify as follows:

1. At the time of signing the Seller Transaction Documents and the other documents and opinions related thereto, we held said offices, respectively, and we now hold the same.

2. The representations and warranties of the Seller contained in the Seller Transaction Documents are true and correct as of the date hereof in all material respects.

3. The City Council duly adopted its resolution (the "Resolution") approving the sale of the Seller's Proposition 1A Receivable at a meeting of the City Council which was duly called and held pursuant to law with all public notice required by law and at which a quorum was present and acting when the Resolution was adopted, and such Resolution is in full force and effect and has not been amended, modified, supplemented or rescinded.

Name, Official Title	Signature
Richard Beltran, Assistant Finance Director	_____
Edward C. Starr, Deputy City Manager/Director of Administrative Services	_____

I HEREBY CERTIFY that the signatures of the officers named above are genuine.

Dated: Pricing Date

By: _____
City Clerk of the City of Montclair, California

EXHIBIT C3
BILL OF SALE AND BRINGDOWN CERTIFICATE

BILL OF SALE AND BRINGDOWN CERTIFICATE

Pursuant to terms and conditions of the Purchase and Sale Agreement (the "Sale Agreement"), dated as of November 1, 2009, between the undersigned (the "Seller") and the California Statewide Communities Development Authority (the "Purchaser"), and in consideration of the obligation of the Purchaser to pay and deliver to the Seller the Purchase Price (as defined in the Sale Agreement), in two equal installment payments to be made on January 15, 2010, and May 3, 2010 (collectively, the "Payment Dates"), the Seller does hereby (a) transfer, grant, bargain, sell, assign, convey, set over and deliver to the Purchaser, absolutely and not as collateral security, without recourse except as expressly provided in the Sale Agreement, the Proposition 1A Receivable as defined in the Sale Agreement (the "Proposition 1A Receivable"), and (b) assign to the Purchaser, to the extent permitted by law (as to which no representation is made), all present or future rights, if any, of the Seller to enforce or cause the enforcement of payment of the Proposition 1A Receivable pursuant to the Act and other applicable law. Such transfer, grant, bargain, sale, assignment, conveyance, set over and delivery is hereby expressly stated to be a sale and, pursuant to Section 6588.6(b) of the California Government Code, shall be treated as an absolute sale and transfer of the Proposition 1A Receivable, and not as a grant of a security interest by the Seller to secure a borrowing. Seller specifically disclaims any right to rescind the Agreement, or to assert that title to the Proposition 1A Receivable has not passed to the Purchaser, should Purchaser fail to make the installment payments in the requisite amounts on the Payment Dates.

The Seller hereby certifies that the representations and warranties of the Seller set forth in the Certificate of the City Clerk dated the Pricing Date, the Seller Certificate dated the Pricing Date and in the Transaction Documents to which the Seller is a party are true and correct in all material respects as of the date hereof (except for such representations and warranties made as of a specified date, which are true and correct as of such date). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Sale Agreement.

Dated: Closing Date

CITY OF MONTCLAIR

By:_____
Authorized Officer

EXHIBIT D
IRREVOCABLE INSTRUCTIONS TO CONTROLLER

IRREVOCABLE INSTRUCTIONS FOR DISBURSEMENT
OF PROPOSITION 1A RECEIVABLE OF
CITY OF MONTCLAIR

Dated: Closing Date

Office of the Controller
State of California
P.O. Box 942850
Sacramento, California 94250-5872

Re: Notice of Sale of Proposition 1A Receivable by the City of Montclair and Wiring Instructions Information Form

---

Dear Sir or Madam:

Pursuant to Section 6588.6(c) of the California Government Code, City of Montclair (the "Seller") hereby notifies you of the sale by Seller, effective as of the date of these instructions written above, of all right, title and interest of the Seller in and to the "Proposition 1A Receivable" as defined in Section 6585(g) of the California Government Code (the "Proposition 1A Receivable"), namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code.

By resolution, the Seller's City Council authorized the sale of the Proposition 1A Receivable to the California Statewide Communities Development Authority (the "Purchaser") pursuant to a Purchase and Sale Agreement, dated as of November 1, 2009 (the "Purchase and Sale Agreement") and a Bill of Sale, dated the Closing Date (as defined in the Purchase and Sale Agreement). The Proposition 1A Receivable has been pledged and assigned by the Purchaser pursuant to an Indenture, dated as of November 1, 2009 (the "Indenture") between the Purchaser and Wells Fargo Bank, National Association, as Trustee (the "Trustee").

The Seller hereby irrevocably requests and directs that, commencing as of the date of these instructions written above, all payments of the Proposition 1A Receivable (and documentation related thereto) be made directly to Wells Fargo Bank, National Association, as Trustee, in accordance with the wire instructions and bank routing information set forth below.

Please note that the sale of the Proposition 1A Receivable by the Seller is irrevocable and that: (i) the Seller has no power to revoke or amend these instructions at any time; (ii) the Purchaser shall have the power to revoke or amend these instructions only if there are no notes of the Purchaser outstanding under the Indenture and the Indenture has been discharged; and (iii) so long as the Indenture has not been discharged, these instructions cannot be revoked or amended by the Purchaser without the consent of the Trustee. Should

the Purchaser, however, deliver a written notice to the Office of the Controller stating that: (a) the Seller failed to meet the requirements set forth in the Purchase and Sale Agreement; (b) the Purchaser has not waived such requirements; and (c) the Purchaser has not purchased the Proposition 1A Receivable as a result of the circumstances described in (a) and (b) above, then these instructions shall be automatically rescinded and the Seller shall again be entitled to receive all payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code.

Bank Name:	Wells Fargo Bank, N.A.
Bank ABA Routing #:	121000248
Bank Account #:	0001038377
Bank Account Name:	Corporate Trust Clearing
Further Credit To:	CSCDA Proposition 1A Bonds
Bank Address:	707 Wilshire Blvd., 17th Floor
	MAC E2818-176
	Los Angeles, CA 90017
Bank Telephone #:	(213) 614-3353
Bank Contact Person:	Robert Schneider

Please do not hesitate to call the undersigned if you have any questions regarding this transaction. Thank you for your assistance in this matter.

Very truly yours,

CITY OF MONTCLAIR

By:_____

Authorized Officer

EXHIBIT E
ESCROW INSTRUCTION LETTER

ESCROW INSTRUCTION LETTER

_____, 2009

California Statewide Communities Development Authority
1100 K Street
Sacramento, CA 95814

Re: Proposition 1A Receivable Financing

Dear Sir or Madam:

The City of Montclair (the "Seller") hereby notifies you of its agreement to participate in the California Statewide Communities Development Authority Proposition 1A Receivable Financing. By adoption of a resolution (the "Resolution") authorizing the sale of its Proposition 1A Receivable, the Seller's City Council has agreed to sell to the California Statewide Communities Development Authority (the "Purchaser"), for a purchase price that meets the conditions set forth in the Resolution, all of its right, title and interest in the Proposition 1A Receivable.

Enclosed herewith are the following documents which have been duly approved and executed by the Seller and which are to be held in escrow by Orrick, Herrington & Sutcliffe LLP, as transaction counsel ("Transaction Counsel"), as instructed below:

1. certified copy of the Resolution, together with a certificate of the City Clerk, dated the Pricing Date;

2. the Seller Certificate, dated the Pricing Date;

3. the Opinion of Seller's Counsel, dated the Pricing Date;

4. the Opinion of Seller's Counsel (bringdown opinion), dated the Closing Date;

5. the Purchase and Sale Agreement, dated as of November 1, 2009;

6. the Bill of Sale and Bringdown Certificate, dated the Closing Date; and

7. the Irrevocable Instructions to Controller, dated the Closing Date.

The foregoing documents are to be held in escrow by Transaction Counsel and shall be delivered on the Closing Date (as defined in the Purchase and Sale Agreement), provided that such Closing Date occurs on or before December 31, 2009.

Should (i) the Closing Date not occur on or before December 31, 2009, or (ii) Transaction Counsel receive prior to the Closing Date written notification from Seller or Seller's Counsel stating, respectively and in good faith, that the representations made in the Seller's Certificate are not true and accurate, or the opinions set forth in the Opinion of Seller's Counsel are not valid, in each case as of the Closing Date and provided that the Purchaser may, in its sole discretion, choose to waive receipt of such representations or opinions, then this agreement shall terminate and Transaction Counsel shall destroy all of the enclosed documents.

Very truly yours,

CITY OF MONTCLAIR

By:_____
Authorized Officer

Enclosures

cc: Orrick, Herrington & Sutcliffe LLP

AGENDA REPORT

SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 09-2821 AUTHORIZING PLACEMENT OF LIENS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH CHARGES	**DATE:**	November 2, 2009
		SECTION:	RESOLUTIONS
		ITEM NO.:	5
		FILE I.D.:	STB300-17
BUSINESS PLAN:	N/A	**DEPT.:**	ADMIN. SVCS.

REASON FOR CONSIDERATION: Staff has identified 269 sewer and trash accounts in the odd-numbered-month billing cycle that are more than three billing periods delinquent. Pursuant to Montclair Municipal Code Chapter 1.12, these properties are subject to lien.

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

The 269 liens presented for approval are for accounts which are at least 90 days delinquent.

FISCAL IMPACT: Recoverable amount is $54,150.27 plus $13,450.00 in lien fees, for a total of $67,600.27.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 09-2821 authorizing placement of liens on certain properties for delinquent sewer and trash charges as listed on Exhibit A of said Resolution.

Prepared by:	Janet Kulbeck	Reviewed and Approved by:	
Proofed by:	Kathy Hatton	Presented by:	

RESOLUTION NO. 09-2821

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

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

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

WHEREAS, it has been determined that there are 269 sewer and/or trash accounts on which there are delinquencies in excess of 90 days; and

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

WHEREAS, the owners of these properties were notified on October 8, 2009, that their delinquent accounts are subject to causing a lien to be placed on their properties for settlement of such delinquencies; and

WHEREAS, the owners of these properties were again notified on October 22, 2009, and that such liens would be considered for approval by the Montclair City Council on Monday, November 2, 2009.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair approve the placement of liens on the properties and in the amounts specified in Exhibit A, entitled *Report of Delinquent Civil Debts - November 2009,* attached hereto.

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

APPROVED AND ADOPTED this XX day of XX, 2009.

_____
Mayor

ATTEST:

_____
City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 09-2821 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, 2009, and that it was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____

Donna M. Jackson
City Clerk

Exhibit A to Resolution No. 09-2821
Report of Delinquent Civil Debts - November 2009

Service Address	Account Type	Delinquency	Lien Fee	Total Lien Amount
9497 Del Mar Av	Residential	$167.30	$50.00	$217.30
4447 Harvard St	Residential	$335.07	$50.00	$385.07
4328 Granada St	Residential	$168.03	$50.00	$218.03
9223 Ramona Av	Residential	$176.27	$50.00	$226.27
10060 Camulos Av	Residential	$168.03	$50.00	$218.03
9787 Coalinga Av	Residential	$242.02	$50.00	$292.02
9641 Surrey Av	Residential	$175.33	$50.00	$225.33
4274 San Bernardino St	Residential	$164.14	$50.00	$214.14
4740 Benito St	Residential	$157.75	$50.00	$207.75
9242 Camulos Av	Residential	$97.57	$50.00	$147.57
5168 El Morado St	Residential	$227.78	$50.00	$277.78
5628 Granada St	Residential	$168.03	$50.00	$218.03
9884 Coalinga Av	Residential	$168.03	$50.00	$218.03
9585 Poulsen Av	Residential	$149.66	$50.00	$199.66
4872 Olive St	Residential	$227.92	$50.00	$277.92
9795 Coalinga Av	Residential	$168.04	$50.00	$218.04
9872 Coalinga Av	Residential	$168.03	$50.00	$218.03
4426 Princeton St	Residential	$168.07	$50.00	$218.07
5438 Cambridge St	Residential	$163.85	$50.00	$213.85
10153 Camulos Av	Residential	$201.03	$50.00	$251.03
4613 Olive St	Residential	$143.33	$50.00	$193.33
9136 Ramona Av	Residential	$168.03	$50.00	$218.03
5676 San Jose St	Residential	$168.03	$50.00	$218.03
5602 Deodar St	Residential	$292.12	$50.00	$342.12
9352 Rose Av	Residential	$335.06	$50.00	$385.06
5596 Hawthorne St	Residential	$168.03	$50.00	$218.03
5629 Bonnie Brae St	Residential	$162.50	$50.00	$212.50
9413 Rose Av	Residential	$168.03	$50.00	$218.03
9414 Rose Av	Residential	$168.02	$50.00	$218.02
9567 Fremont Av	Residential	$199.98	$50.00	$249.98
9623 Poulsen Av	Residential	$227.92	$50.00	$277.92
5257 Palo Verde St	Senior	$148.02	$50.00	$198.02
5490 Cambridge St	Residential	$191.61	$50.00	$241.61
5448 Cambridge St	Residential	$229.40	$50.00	$279.40
5570 Cambridge St	Residential	$142.61	$50.00	$192.61
9561 Del Mar Av	Residential	$237.97	$50.00	$287.97
4594 San Jose St	Residential	$167.73	$50.00	$217.73
4522 Bonnie Brae St	Residential	$234.34	$50.00	$284.34
4543 San Jose St	Residential	$108.76	$50.00	$158.76
9552 Pradera Av	Residential	$199.17	$50.00	$249.17
9547 Camulos Av	Residential	$167.73	$50.00	$217.73
9511 Camulos Av	Residential	$187.09	$50.00	$237.09
9522 Tudor Av	Residential	$168.03	$50.00	$218.03
4372 San Bernardino Ct	Residential	$168.03	$50.00	$218.03
4418 Harvard St	Residential	$187.07	$50.00	$237.07
9663 Mills Av	Residential	$142.61	$50.00	$192.61
4833 San Bernardino St	Residential	$223.43	$50.00	$273.43
9795 Lindero Av	Residential	$149.66	$50.00	$199.66

Service Address	Account Type	Delinquency	Lien Fee	Total Lien Amount
9776 Fremont Av	Residential	$219.34	$50.00	$269.34
9780 Rose Av	Residential	$159.15	$50.00	$209.15
5366 Alamitos St	Senior	$157.11	$50.00	$207.11
5356 Alamitos St	Residential	$167.60	$50.00	$217.60
9784 Vernon Av	Residential	$217.66	$50.00	$267.66
9863 Vernon Av	Residential	$227.92	$50.00	$277.92
5389 Benito St	Senior	$169.48	$50.00	$219.48
9767 Bolton Av	Residential	$219.92	$50.00	$269.92
9834 Tudor Av	Residential	$149.66	$50.00	$199.66
9801 Surrey Av	Residential	$149.66	$50.00	$199.66
9877 Camulos Av	Residential	$260.02	$50.00	$310.02
4585 James St	Residential	$168.03	$50.00	$218.03
9757 Camulos Av	Residential	$167.92	$50.00	$217.92
9737 Camulos Av	Residential	$149.66	$50.00	$199.66
4546 Benito St	Residential	$142.61	$50.00	$192.61
4400 Benito St	Residential	$167.73	$50.00	$217.73
4277 Granada St	Residential	$175.33	$50.00	$225.33
9910 Amherst Av	Residential	$168.03	$50.00	$218.03
4390 El Morado St	Residential	$143.23	$50.00	$193.23
4554 Rudisill St	Residential	$149.66	$50.00	$199.66
9935 Poulsen Av	Residential	$168.03	$50.00	$218.03
10022 Rose Av	Residential	$164.09	$50.00	$214.09
10058 Rose Av	Residential	$167.92	$50.00	$217.92
5360 Rudisill St	Residential	$191.66	$50.00	$241.66
9982 Bel Air Av	Residential	$168.03	$50.00	$218.03
5627 Granada St	Residential	$227.92	$50.00	$277.92
5690 Orchard St	Residential	$168.03	$50.00	$218.03
10024 Del Mar Av	Residential	$227.92	$50.00	$277.92
9601 Carrillo Av	Residential	$168.04	$50.00	$218.04
9606 Central Av	Residential	$169.09	$50.00	$219.09
9599 Pradera Av	Senior	$147.91	$50.00	$197.91
4424 San Jose St #27	Residential	$156.69	$50.00	$206.69
9250 Bel Air Av	Residential	$111.36	$50.00	$161.36
5557 Palo Verde St	Residential	$116.04	$50.00	$166.04
5429 Benito St	Residential	$117.01	$50.00	$167.01
4370 Holt Bl	Commercial	$606.98	$50.00	$656.98
4712 Benito St	Residential	$240.28	$50.00	$290.28
10006 Fremont Av	Residential	$149.66	$50.00	$199.66
9112 Camulos Av	Residential	$168.03	$50.00	$218.03
9472 Rose Av	Residential	$168.03	$50.00	$218.03
5039 Rosewood St	Residential	$109.37	$50.00	$159.37
9060 Ramona Av	Residential	$149.66	$50.00	$199.66
4334 Alamitos St	Residential	$175.33	$50.00	$225.33
9020 Fremont Av	Senior	$241.81	$50.00	$291.81
4864 Highland St	Residential	$191.64	$50.00	$241.64
4982 Granada St	Residential	$168.03	$50.00	$218.03
5182 Orchard St	Residential	$160.64	$50.00	$210.64
5572 Princeton St	Residential	$168.04	$50.00	$218.04
9243 Camulos Av	Residential	$165.95	$50.00	$215.95
9860 Kimberly Av	Residential	$274.46	$50.00	$324.46
9875 Coalinga Av	Residential	$167.73	$50.00	$217.73

Service Address	Account Type	Delinquency	Lien Fee	Total Lien Amount
4711 San Bernardino St	Residential	$168.03	$50.00	$218.03
9617 Surrey Av	Residential	$165.95	$50.00	$215.95
5190 Howard St A & B	Multifamily	$335.84	$50.00	$385.84
9163 Camulos Av	Residential	$105.47	$50.00	$155.47
5464 Palo Verde St	Residential	$200.00	$50.00	$250.00
9539 Ramona Av	Residential	$168.03	$50.00	$218.03
4763 Orchard St	Residential	$149.66	$50.00	$199.66
9933 Lindero Av	Residential	$149.66	$50.00	$199.66
9636 Helena Av	Residential	$227.92	$50.00	$277.92
10036 Bel Air Av	Residential	$165.95	$50.00	$215.95
4430 Harvard St	Residential	$266.32	$50.00	$316.32
5133 San Bernardino St	Residential	$122.64	$50.00	$172.64
4424 San Jose St #24	Residential	$149.66	$50.00	$199.66
5127-29 Harvard St	Multifamily	$333.60	$50.00	$383.60
9909 Central Av	Residential	$227.92	$50.00	$277.92
9587 Ramona Av	Residential	$167.92	$50.00	$217.92
5478 Princeton St	Residential	$117.69	$50.00	$167.69
4424 San Jose St #10	Residential	$142.61	$50.00	$192.61
4683 Rosewood St	Residential	$168.05	$50.00	$218.05
4424 San Jose St #08	Residential	$149.17	$50.00	$199.17
4422 Denver St	Residential	$174.26	$50.00	$224.26
9527 Marion Av	Residential	$168.03	$50.00	$218.03
9908 Pradera Av	Residential	$186.91	$50.00	$236.91
4572 Denver St	Residential	$125.20	$50.00	$175.20
5607 Denver St	Residential	$168.03	$50.00	$218.03
4785 Harvard St	Residential	$191.48	$50.00	$241.48
9950 Bel Air Av	Residential	$168.02	$50.00	$218.02
9151 Camulos Av	Residential	$174.41	$50.00	$224.41
5571 Denver St	Residential	$227.92	$50.00	$277.92
4771 Orchard St	Residential	$162.00	$50.00	$212.00
9112 Ramona Av	Residential	$285.76	$50.00	$335.76
9760 Geneva Av	Residential	$227.92	$50.00	$277.92
9350 Vernon Av	Residential	$177.11	$50.00	$227.11
9254 Ramona Av	Residential	$168.03	$50.00	$218.03
9566 Central Av	Residential	$202.80	$50.00	$252.80
4876 Moreno St	Residential	$165.95	$50.00	$215.95
9725 Kimberly Av	Residential	$168.04	$50.00	$218.04
9548 Camulos Av	Residential	$595.68	$50.00	$645.68
9512 Camulos Av	Residential	$595.68	$50.00	$645.68
9957 Lindero Av	Residential	$167.58	$50.00	$217.58
4254 Denver St	Residential	$237.38	$50.00	$287.38
10025 Central Av	Residential	$168.04	$50.00	$218.04
5606 Granada St	Residential	$249.99	$50.00	$299.99
9795 Monte Vista Av	Residential	$167.73	$50.00	$217.73
9656 Benson Av	Residential	$168.03	$50.00	$218.03
9820 Saratoga Av	Residential	$260.02	$50.00	$310.02
9650 Helena Av B	Residential	$172.14	$50.00	$222.14
4424 San Jose St #12	Residential	$168.05	$50.00	$218.05
9584 Surrey Av	Residential	$177.88	$50.00	$227.88
4460 Benito St	Residential	$168.73	$50.00	$218.73
4372 Berkeley St	Residential	$168.25	$50.00	$218.25

Service Address	Account Type	Delinquency	Lien Fee	Total Lien Amount
4889 Cambridge St	Residential	$149.66	$50.00	$199.66
9537 Marion Av	Residential	$189.59	$50.00	$239.59
4362 Alamitos St	Residential	$168.73	$50.00	$218.73
9642 Helena Av	Residential	$175.33	$50.00	$225.33
4478 San Bernardino St	Residential	$158.46	$50.00	$208.46
9986 Central Av	Residential	$199.98	$50.00	$249.98
4327 Benito St	Residential	$142.61	$50.00	$192.61
9857 Mills Av	Residential	$135.44	$50.00	$185.44
9784 Galena Av	Residential	$227.92	$50.00	$277.92
10017 Columbine Av	Residential	$173.55	$50.00	$223.55
5141-43 Harvard St	Multifamily	$316.24	$50.00	$366.24
5421 Rudisill St	Residential	$191.64	$50.00	$241.64
4424 San Jose St #18	Residential	$234.44	$50.00	$284.44
5666 Caroline St	Residential	$149.66	$50.00	$199.66
9549 Poulsen Av	Residential	$242.19	$50.00	$292.19
9762 Monte Vista Av	Residential	$168.04	$50.00	$218.04
9985 Geneva Av	Residential	$168.13	$50.00	$218.13
5596 Palo Verde St	Residential	$138.13	$50.00	$188.13
9855 Central Av	Residential	$166.09	$50.00	$216.09
9685 Monte Vista Av	Multifamily	$3,796.32	$50.00	$3,846.32
9961 Del Mar Av	Residential	$219.89	$50.00	$269.89
5634 Alamitos St	Residential	$144.35	$50.00	$194.35
9597 Bolton Av	Residential	$137.69	$50.00	$187.69
4587 Allesandro St	Residential	$128.70	$50.00	$178.70
4396 Orchard St	Residential	$149.66	$50.00	$199.66
9198 Ramona Av	Residential	$156.26	$50.00	$206.26
9611 Camulos Av	Residential	$191.48	$50.00	$241.48
9025 Helena Av	Residential	$168.03	$50.00	$218.03
4853 Cambridge St	Residential	$176.58	$50.00	$226.58
5402 Rosewood St	Residential	$166.43	$50.00	$216.43
10020 Amherst Av	Residential	$249.31	$50.00	$299.31
5540 San Jose St	Residential	$116.04	$50.00	$166.04
4921 Benito St	Residential	$196.37	$50.00	$246.37
5400 La Deney St	Residential	$168.44	$50.00	$218.44
5402 Granada St	Residential	$165.95	$50.00	$215.95
5121 Merle St	Multifamily	$144.22	$50.00	$194.22
5131 Merle St	Multifamily	$144.22	$50.00	$194.22
5103 Aspen Dr	Residential	$168.13	$50.00	$218.13
5382 Berkeley St	Residential	$168.03	$50.00	$218.03
9577 Camulos Av	Residential	$165.95	$50.00	$215.95
5606 Cambridge St	Residential	$228.24	$50.00	$278.24
9915 Poulsen Av	Residential	$177.08	$50.00	$227.08
5392 Benito St	Residential	$237.04	$50.00	$287.04
10184 Camulos Av	Residential	$164.63	$50.00	$214.63
9722 Camulos Av	Residential	$227.92	$50.00	$277.92
10075 Vernon Av	Residential	$167.49	$50.00	$217.49
5401 San Bernardino St	Residential	$168.16	$50.00	$218.16
9086 Monte Vista Av	Residential	$149.66	$50.00	$199.66
10081 Mills Av	Residential	$168.12	$50.00	$218.12
9831 Vail Dr	Residential	$118.29	$50.00	$168.29
9751 Camarena Av	Residential	$152.45	$50.00	$202.45

Service Address	Account Type	Delinquency	Lien Fee	Total Lien Amount
4667 Allesandro St	Residential	$168.02	$50.00	$218.02
9025 Lindero Av	Residential	$149.66	$50.00	$199.66
9966 Rose Av	Residential	$168.04	$50.00	$218.04
5629 Denver St	Residential	$170.66	$50.00	$220.66
9823 Tudor Av	Residential	$126.51	$50.00	$176.51
10032 Benson Av	Residential	$138.58	$50.00	$188.58
4466 Granada St	Residential	$227.92	$50.00	$277.92
4826 San Bernardino St	Residential	$227.92	$50.00	$277.92
9514 Surrey Av	Residential	$260.02	$50.00	$310.02
4352 Berkeley St	Residential	$258.31	$50.00	$308.31
9795 Central Av	Residential	$127.92	$50.00	$177.92
5356 Rosewood St	Residential	$165.95	$50.00	$215.95
10307 Mills Av	Commercial	$166.07	$50.00	$216.07
4843 Berkeley St	Residential	$133.03	$50.00	$183.03
9803 Vernon Av	Residential	$213.31	$50.00	$263.31
9434 Rose Av	Residential	$168.03	$50.00	$218.03
4582 Highland St	Residential	$238.22	$50.00	$288.22
9542 Pradera Av	Residential	$235.04	$50.00	$285.04
10068 Rose Av	Residential	$168.02	$50.00	$218.02
5470 Granada St	Residential	$176.45	$50.00	$226.45
9866 Rose Av	Senior	$148.14	$50.00	$198.14
9823 Fremont Av	Residential	$168.03	$50.00	$218.03
5580 Yale St	Residential	$105.53	$50.00	$155.53
5429 El Morado St	Senior	$148.14	$50.00	$198.14
9791 Helena Av	Residential	$168.89	$50.00	$218.89
4304 Denver St	Residential	$173.01	$50.00	$223.01
5635 Palo Verde St	Residential	$168.03	$50.00	$218.03
5562 San Bernardino St	Residential	$227.92	$50.00	$277.92
4267 Orchard St	Residential	$191.64	$50.00	$241.64
9214 Camulos Av	Residential	$128.14	$50.00	$178.14
5406 Cambridge St	Residential	$162.90	$50.00	$212.90
5544 Hawthorne St	Residential	$149.66	$50.00	$199.66
9606 Helena Av	Residential	$168.73	$50.00	$218.73
5132 Holt Bl	Commercial	$142.66	$50.00	$192.66
9835 Saratoga Av	Residential	$212.20	$50.00	$262.20
9477 Del Mar Av	Residential	$239.86	$50.00	$289.86
4396 Harvard St	Residential	$227.92	$50.00	$277.92
9315 Rose Av	Residential	$157.42	$50.00	$207.42
9803 Lindero Av	Residential	$168.73	$50.00	$218.73
4711 Berkeley St	Residential	$162.24	$50.00	$212.24
5588 Palo Verde St	Residential	$144.59	$50.00	$194.59
5616 Alamitos St	Senior	$180.64	$50.00	$230.64
5471 Cambridge St	Residential	$127.93	$50.00	$177.93
9623 Camulos Av	Residential	$117.13	$50.00	$167.13
4324 Denver St	Residential	$170.28	$50.00	$220.28
4363 Rudisill St	Residential	$227.92	$50.00	$277.92
4277 Orchard St	Residential	$184.27	$50.00	$234.27
4683 Olive St	Residential	$245.06	$50.00	$295.06
5391 Holt Bl	Commercial	$368.49	$50.00	$418.49
5630 Holt Bl	Commercial	$166.07	$50.00	$216.07
4797 Berkeley St	Residential	$239.13	$50.00	$289.13

Service Address	Account Type	Delinquency	Lien Fee	Total Lien Amount
10080 Amherst Av	Residential	$227.92	$50.00	$277.92
9610 Helena Av	Residential	$197.69	$50.00	$247.69
5052 Moreno St	Residential	$127.38	$50.00	$177.38
9633 Marion Av	Residential	$170.66	$50.00	$220.66
5353 Berkeley St	Residential	$149.66	$50.00	$199.66
9453 Mills Av	Multifamily	$319.75	$50.00	$369.75
9367 Felipe Av	Residential	$149.66	$50.00	$199.66
4564 Rudisill St	Residential	$184.63	$50.00	$234.63
4624 Mission Bl	Commercial	$739.94	$50.00	$789.94
9641 Helena Av	Residential	$168.03	$50.00	$218.03
9761 Felipe Av	Residential	$149.66	$50.00	$199.66
9608 Benson Av	Residential	$335.15	$50.00	$385.15
4245 Rudisill St	Residential	$180.90	$50.00	$230.90
9576 Central Av	Residential	$149.66	$50.00	$199.66
4246 Orchard St	Residential	$120.42	$50.00	$170.42
9434-36 Ramona Av	Multifamily	$144.22	$50.00	$194.22
9320 Vernon Av	Residential	$268.50	$50.00	$318.50
		$54,150.27	**$13,450.00**	**$67,600.27**

MINUTES OF THE MEETING OF THE MONTCLAIR PERSONNEL COMMITTEE HELD ON MONDAY, OCTOBER 19, 2009, AT 7:40 P.M. IN THE CITY ADMINISTRATIVE OFFICES, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Eaton called the meeting to order at 7:40 p.m.

II. ROLL CALL

Present: Mayor Eaton; Council Member Ruh; City Manager McDougal; and Deputy City Manager/Director of Administrative Services Starr

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of October 5, 2009.

Moved by Deputy City Manager/Administrative Services Director Starr, seconded by Council Member Ruh, and carried unanimously to approve the minutes of the Personnel Committee meeting of October 5, 2009.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

At 7:41 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/ terminations, and evaluations of employee performance.

At 7:53 p.m., the Personnel Committee returned from Closed Session. Mayor Eaton stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 7:53 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,

Edward C. Starr
Deputy City Manager/
Director of Administrative Services