

**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

January 3, 2011

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](http://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. Consider Adoption of Resolution No. 11-2871 Repealing Resolution No. 09-2796 and Revising the Bail Schedule for Parking Violations [CC]

B. Second Reading - Consider Adoption of Ordinance No. 10-919 Related to Adoption of the 2010 Edition of the California Fire Code [CC]

(continued on next page)

Consider Adoption of Resolution No. 10-2869 Making Express Findings Regarding Modifications to the 2010 Edition of the California Fire Code [CC]

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**VIII. CONSENT CALENDAR**

A. Approval of Minutes - None

B. Administrative Reports

1 Consider Acceptance of Energy Efficiency and Conservation Block Grant Program and Authorize Staff to Pursue Recommendations Described Therein and Establish a \$157,100 Appropriation for Energy-Conservation Projects [CC]

28

2 Consider Approval of Warrant Register and Payroll Documentation [CC]

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C. Agreements

1 Consider Approval of Agreement Nos. 11-01, 11-02, 11-03, 11-04, and 11-05 with Montclair Little League, Montclair Golden Girls Softball League, and All Cities Youth Baseball, Respectively, for Use of Ball Field Facilities [CC]

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D. Resolutions

1 Consider Adoption of Resolution No. 11-2872 Adopting Local Goals and Policies for Community Facilities Districts [CC]

Consider Adoption of Resolution No. 11-2873, a Resolution of Intention with Respect to Formation of Proposed Community Facilities District No. 2011-1 (Maintenance and Public Safety Services) of the City of Montclair [CC]

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**IX. PULLED CONSENT CALENDAR ITEMS**

**X. RESPONSE**

**XI. COMMUNICATIONS**

A. City Attorney/Agency Counsel

B. City Manager/Executive Director

C. Mayor/Chairman

1 Reorganization of 2010-12 City Council Committee/Liaison Assignments

D. Council/Agency Board

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

1 Minutes of the Personnel Committee Meeting of December 20, 2010

91

**XII. IMPASSE HEARING**

**A. Labor Negotiations Impasse Hearing - Montclair Fire Fighters Association**

(Council may consider continuing this item to an adjourned meeting on Tuesday, January 11, 2011, at 6:00 p.m. in the City Council Chambers).

**XIII. ADJOURNMENT OF CITY COUNCIL AND REDEVELOPMENT AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS**

*The next regularly scheduled City Council, Redevelopment Agency, and Montclair Housing Corporation meetings will be held on Monday, January 18, 2011, 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 December 23, 2010*

# AGENDA REPORT

**SUBJECT:** CONSIDER ADOPTION OF RESOLUTION NO. 11-2871 REPEALING RESOLUTION NO. 09-2796 AND REVISING THE BAIL SCHEDULE FOR PARKING VIOLATIONS

**DATE:** January 03, 2011

**SECTION:** PUBLIC HEARINGS

**ITEM NO.:** A

**BUSINESS**

**PLAN:** N/A

**FILE I.D.:** FLP110

**DEPT.:** POLICE

**REASON FOR CONSIDERATION:** The City Council is requested to consider adoption of Resolution No. 11-2871 repealing Resolution No. 09-2796 and revising the bail schedule for parking violations.

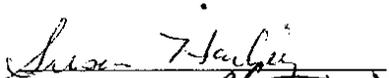
**BACKGROUND:** In January 1994, the responsibility for processing and adjudicating parking citations was transferred from the courts to the cities as a result of Assembly Bill 408. Assembly Bill 408 also required cities to establish a bail schedule for parking violations. The City Council subsequently adopted Resolution No. 94-2018 on June 20, 1994, establishing a bail schedule for parking violations.

On May 4, 2009, the City Council repealed Resolution No. 94-2018 and adopted Resolution No. 09-2796, increasing the bail amount for parking violations. The increase was necessary because of a \$3 increase in the State Court Construction parking penalty mandated by Senate Bill 1407 and the increase in administrative costs necessary to issue, process, and adjudicate parking citations since the original bail schedule was adopted in 1994.

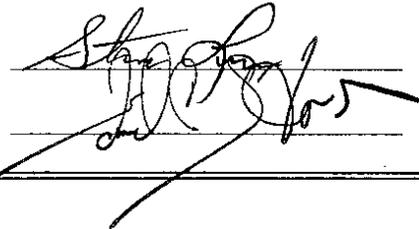
Effective December 7, 2010, Senate Bill 857 mandates an additional penalty of \$3 be paid by the parking citation issuing agency to the Trial Court Trust Fund for each parking offense. In order to collect and offset this added penalty, a parking violation bail increase of \$3 is necessary.

**FISCAL IMPACT:** Implementation of the revised Parking Violation Bail Schedule would offset the \$3 penalty the City is required to submit to the Trial Court Trust Fund and would not result in an annual revenue increase.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 11-2871 repealing Resolution No. 09-2796 and revising the bail schedule for parking violations.

Prepared by: 

Reviewed and Approved by:



Proofed by: 

Presented by:



**RESOLUTION NO. 11-2871**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MONTCLAIR REPEALING  
RESOLUTION NO. 09-2796 AND REVISING  
THE BAIL SCHEDULE FOR PARKING  
VIOLATIONS**

**WHEREAS**, Assembly Bill 408 requires each entity issuing parking citations to establish a bail schedule; and

**WHEREAS**, to comply with Section 40203.5 of the California Vehicle Code, parking fines should be standardized throughout a county; and

**WHEREAS**, the Judicial Council of the State of California sets the bail amounts for code violations other than Municipal Codes; however, it does not set bail amounts for certain Vehicle Code parking violations or late penalties for these violations, and

**WHEREAS**, Exhibit "A" outlines the Parking Violation Bail Schedule, together with each penalty and other fee set forth therein.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair does hereby determine the City of Montclair Parking Violation Bail Schedule to be as indicated on Exhibit "A" attached hereto and made a part hereof.

**APPROVED AND ADOPTED** this XX day XX, 2011.

\_\_\_\_\_  
Mayor

**ATTEST:**

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

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 11-2871 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, 2011, 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 "A"

## CITY OF MONTCLAIR

### PARKING VIOLATION BAIL SCHEDULE

January 3, 2011

<i>Municipal Code Section</i>	<i>Violation</i>	<i>Current Bail</i>	<i>Proposed Bail</i>
8.16.010	Limited Time Zone	\$ 40	\$ 43
8.20.010	Keys in Ignition	\$ 40	\$ 43
8.36.020A	Parked Over 72-Hours	\$ 40	\$ 43
8.36.030A	Repairing Vehicle on Roadway	\$ 40	\$ 43
8.36.030B	Vehicle for Sale on Roadway	\$ 40	\$ 43
8.36.040	Angle Parking	\$ 40	\$ 43
8.36.050B	Parking Adjacent to School	\$ 40	\$ 43
8.36.060A	Parking in Public Alley	\$ 40	\$ 43
8.36.070	Vendors, Peddlers Parked Over Ten Minutes	\$ 40	\$ 43
8.36.080B	Emergency/Temporary Parking	\$ 40	\$ 43
8.36.090A	Commercial Vehicle - Residential Zone	\$100	\$103
8.36.090B	Commercial Vehicle-Commercial Zone 4 Hr.	\$100	\$103
8.36.100B	Park in Violation of Curb Marking/Signs	\$ 40	\$ 43
8.36.120A	Green Curb 20 Minutes	\$ 40	\$ 43
8.36.120B	Red Curb	\$ 40	\$ 43
8.36.120C	Yellow/White Curb-Except Load 15 Min.	\$ 40	\$ 43
8.36.140A1	Civic Center Parking - Permit Required	\$ 40	\$ 43
8.36.140C	Civic Center - Limited Time Zone	\$ 40	\$ 43
8.36.160A	For Sale on Private Property	\$ 40	\$ 43
8.36.170A	Parking on Unpaved Area, Lawns	\$ 40	\$ 43
8.36.180	Park on Private Prop-No Cruising Zone	\$ 40	\$ 43
8.44.010	Block Crossing by Railway Vehicle	\$ 40	\$ 43

<i>Vehicle Code Section</i>	<i>Violation</i>	<i>Current Bail</i>	<i>Proposed Bail</i>
21113(a)	Public Grounds Rules	\$ 40	\$ 43
21211(b)	Parked on Bike Path	\$103	\$106
21458(b)	Parked in Passenger/Freight Zone	\$ 40	\$ 43
22500(a)	Parked in Intersection	\$ 40	\$ 43
22500(b)	Parked in Crosswalk	\$ 40	\$ 43
22500(c)	Parked in Red Zone	\$ 40	\$ 43
22500(d)	Stopped at Fire Station Entrance - 15 Feet	\$ 40	\$ 43
22500(e)	Parked Blocking Driveway	\$ 40	\$ 43
22500(f)	Parked on Sidewalk	\$ 40	\$ 43
22500(g)	Stop Opposite Obstruction	\$ 40	\$ 43
22500(h)	Double Parking	\$ 40	\$ 43

22500(i)	Stopping in Bus Zone	\$250	\$253
22500(l)	Parking in Wheelchair Access	\$250	\$253
22502(a)	Park on Right Side - 18-Inches	\$ 40	\$ 43
22500.1	Fire Lane - Posted	\$103	\$106
22507.8(a)	Handicapped Zone (Parked)	\$275	\$278
22507.8(b)	Handicapped Zone (Blocking)	\$275	\$278
22507.8(c)1	Handicapped Zone (Boundary Lines)	\$275	\$278
22507.8(c)2	Handicapped Zone (Crosshatch Lines)	\$275	\$278
22511.5	Disabled Parking Zone	\$ 40	\$ 43
22514	Fire Hydrant - 15-Feet	\$ 40	\$ 43
22515(a)	Motor Running - Unattended Vehicle	\$ 40	\$ 43
22515(b)	Parked - Failure to Set Brake	\$ 40	\$ 43
22516	Parked - Person Locked in Vehicle	\$ 103	\$106
22519	Designated parking Space	\$ 40	\$ 43
22521	Parked Railroad Tracks - Seven Feet	\$ 40	\$ 43
22522	Blocking Access Ramp (Sidewalk)	\$275	\$278
22951	Parking Lot Park Customer Vehicle on Street	\$103	\$106
24401	Dimmed Lights on Parked Vehicle	\$ 40	\$ 43
27155	Fuel Tank Required	\$ 76*	\$ 79*
4000(a)	No Current Registration	\$135*	\$138*
5200	License Plates Required	\$ 76*	\$ 79*
5201	License Plate Not Secure	\$ 76*	\$ 79*
5204(a)	Current Registration Tabs Required	\$ 76*	\$ 79*

Any parking violation not specifically outlined above will be set at \$43.

\*Bail is reduced to \$10 with proof of correction if paid by the due date.

*Administrative Fees:*

Late Penalty for All Parking Violations Issued within the City of Montclair - \$25

Surcharge for Court Construction Parking Penalty - \$4.50

Surcharge for Jail Construction Parking Penalty - \$3

Surcharge for Trial Court Trust Fund - \$3

Proof of Equipment Violation Correction Fee - \$10

Returned Check Fee - \$25

# AGENDA REPORT

**SUBJECT:** CONSIDER ADOPTION OF ORDINANCE  
NO 10-919 RELATED TO ADOPTION OF  
THE 2010 EDITION OF THE CALIFORNIA  
FIRE CODE  
  
CONSIDER ADOPTION OF RESOLUTION  
NO. 10-2869 MAKING EXPRESS FINDINGS  
REGARDING MODIFICATIONS TO THE  
2010 EDITION OF THE CALIFORNIA FIRE  
CODE

**DATE:** January 3, 2011  
**SECTION:** PUBLIC HEARINGS  
**ITEM NO.:** B  
**FILE I.D.:** FRD300  
**DEPT.:** FIRE

SECOND READING

**BUSINESS**

**PLAN:** N/A

**REASON FOR CONSIDERATION:** The City Council is requested to consider adopting Ordinance No. 10-919 related to adoption of the 2010 Edition of the California Fire Code and Resolution No. 10 2869 making express findings regarding modifications to the 2010 Edition of the California Fire Code.

**BACKGROUND:** Every three years, the City adopts the latest version of the California Fire Code. The State of California has chosen to adopt the most recent version of the California Fire Code (2010 Edition), which is based on the 2009 International Fire Code and is part of the California Code of Regulations, Title 24, Part 9.

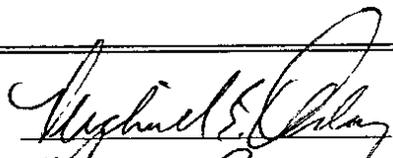
The 2010 California Fire Code merges the state's amendments with the International Fire Code. This updated version includes the most recent fire safety requirements in an effort to maintain a code that is current and useful. The California Building Standards Commission incorporates many of its regulations and amendments unique to California into the Fire Code. Ordinance No. 10-919 proposes adoption of the 2010 California Fire Code and includes local modifications to the Fire Code, which would allow the Fire Department to provide the highest level of fire and life safety services to the residents and businesses of Montclair.

**FISCAL IMPACT:** There would be no fiscal impact associated with the Council's adoption of proposed Ordinance No. 10-919 and Resolution No. 10-2869.

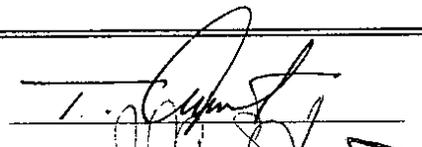
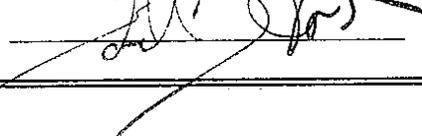
**RECOMMENDATION:** Staff recommends the City Council adopt the following

1. Ordinance No. 10-919 related to adoption of the 2010 Edition of the California Fire Code.
2. Resolution No. 10-2869 making express findings regarding modifications to the 2010 Edition of the California Fire Code.

Prepared by:


Reviewed and  
Approved by:

Proofed by:

Presented by:

**ORDINANCE NO. 10-919**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING SPECIFIED CHAPTERS OF TITLE 10 OF THE MONTCLAIR MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2010 EDITION OF THE CALIFORNIA FIRE CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, DELETIONS, AND EXCEPTIONS INCLUDING FEES AND PENALTIES**

**THE CITY COUNCIL OF THE CITY OF MONTCLAIR DOES ORDAIN AS FOLLOWS:**

**SECTION I.** Section 10.02.010, "Definitions," of Chapter 1.02 of the Montclair Municipal Code is hereby amended to include the following revised existing definitions:

**Section 10.02.010 Definitions.**

**Fire control center** means a central location within a high-rise building for Fire Department operations and monitoring of such systems and equipment as required in this title. For the purpose of this section, fire control center also means fire command center.

**High-rise building**, in other than Group 1-2 occupancies, means every building of any type of construction or occupancy having floors used for human occupancy located more than 75 feet above the lowest floor level having building access (see California Building Code Section 403.1.2), except buildings used as hospitals as defined in Health and Safety Code Section 1250.

**SECTION II.** Article I of Chapter 10.28 of the Montclair Municipal Code is hereby repealed in its entirety and replaced with the following:

**Article I. Fire Prevention**

**Section 10.28.010 Adoption of the California Fire Code, 2010 Edition.**

- A. There is adopted by the City Council for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion, that certain Code known as the California Fire Code, 2010 Edition, based on the 2009 International Fire Code as published by the "International Code Council," and referenced as the California Code of Regulations, Title 24, Part 9, including: Appendix Chapter 4, and Appendices B, BB, C, CC, D, E, F, and H, and the whole thereof, save and except such portions as are hereinafter deleted, modified, or amended by this chapter. The California Fire Code and its appendix chapters will be on file for public examination in the Office of the Fire Marshal, and the same are hereby adopted and incorporated as fully as if set out at length in this chapter, and from the date on which the

Ordinance codified in this chapter shall take effect, the provision thereof shall be controlling within the corporate limits of the City of Montclair and the jurisdiction of the Fire Department.

- B. The modifications and changes adopted in this Chapter are reasonably necessary because of local climatic, geological, and topographical conditions as set forth in Resolution No. 10-2869 attached to the Ordinance codified in this Chapter as Exhibit A and incorporated in this Chapter as though fully set forth. These facts and findings are made pursuant to Sections 17958, 17958.5, and 17958.7 of the California Health and Safety Code and the California Building Standards Commission.

**Section 10.28.020 Bureau of Fire Prevention—Established—Supervision.**

- A. The California Fire Code shall be enforced by the Office of the Fire Marshal in the Fire Department of the City, which is established and which shall be operated under the supervision of the Chief of the Fire Department.
- B. The Chief of the Fire Department shall also act as the Fire Marshal.

**Section 10.28.030 Storage of flammable or combustible liquids—Districts in which prohibited.**

- A. The limits referred to in Chapter 32, Section 3204.3.1.1 of the California Fire Code in which the storage of flammable cryogenic fluids in stationary containers outside of buildings is restricted are established as follows: The storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited.
- B. The limits referred to in Chapter 34, Section 3404.2.9.6.1 of the California Fire Code in which the storage of Class I and Class II flammable and combustible liquids in aboveground tanks outside of buildings is restricted are established as follows: The storage of Class I and Class II flammable and combustible liquids in aboveground tanks outside of buildings is prohibited.
- C. Section 3404.2.9.6.1 is amended to include the limits of storage of Class IIIA and Class IIIB combustible liquids in aboveground tanks outside of buildings is restricted and amended as follows. The storage of Class IIIA and Class IIIB liquids in aboveground tanks outside of buildings shall be limited to tanks not exceeding 500 gallons.
- D. Section 3404.2.9.6.1.1, "Location of tanks with pressures 2.5 psig or less," is amended to read as follows:

Aboveground tanks operating at pressures not exceeding 2.5 psig (17.2 kPa) for the storage of Class I, II, or IIIA liquids shall be restricted to listed concrete vaults

in industrial and manufacturing areas where, in the opinion of the Fire Chief, aboveground tanks would not create undue hazard to nearby occupants or property. Quantities shall be limited to 1000 gallons of Class I liquid and 2000 gallons of Class II and IIIA liquids. In no case shall the aggregate of Class I and Class II liquids exceed 2500 gallons at one site.

- E. Section 3404.2.9.6.1.2, "Location of tanks with pressures exceeding 2.5 psig," is amended to read as follows:

Aboveground tanks operating pressures exceeding 2.5 psig (17.2 kPa) or equipped with emergency venting allowing pressures to exceed 2.5 psig (17.2 kPa) for the storage of Class I, II, or IIIA liquids shall be restricted to listed concrete vaults in industrial and manufacturing areas where, in the opinion of the Fire Chief, aboveground tanks would not create undue hazard to occupants or property. Quantities shall be limited to tanks not exceeding 1000 gallons of Class I liquid and 2000 gallons of Class II and IIIA liquids. In no case shall the aggregate of Class I and Class II liquids exceed 2500 gallons at one site.

- F. Section 3404.2.9.6.1.5, "Location of tanks for Class IIIB liquids," is amended to read as follows:

Aboveground tanks for the storage of Class IIIB liquids, excluding unstable liquids, shall be restricted to industrial and manufacturing areas where, in the opinion of the Fire Chief, aboveground tanks would not create undue hazard to occupants or property. Quantities shall be limited to tanks not exceeding 2500 gallons. In no case shall the aggregate of Class IIIB liquids exceed 5000 gallons at one site.

**Section 10.28.040 Storage of liquefied petroleum gas restricted.**

The limits referred to in Chapter 38, Section 3804.2 of the California Fire Code, in which the storage of liquefied petroleum gas is restricted, are established as follows: Aboveground liquefied petroleum gas containers shall be limited to containers of not more than 500 gallons water capacity. The maximum aggregate capacity per site shall not exceed that as specified in Section 3804.2.

**Section 10.28.050 Storage of explosives and fireworks restricted.**

Chapter 33, Section 3301.1, "Scope," is amended to read as follows.

3301.1 Scope. The storage of explosives is prohibited within the jurisdiction. Exceptions: Exceptions are as outlined in Section 3301.1:

- (1) The Armed Forces of the United States, Coast Guard, or National Guard.
- (2) Explosives in forms prescribed by the official United States Pharmacopeia.
- (3) The possession, storage, and use of small arms ammunition when packaged in accordance with DOTn packaging requirements.
- (4) The use of explosive materials by federal, state, and local regulatory, law enforcement, and fire agencies acting in their official capacities.
- (5) Items preempted by federal regulations.

**Section 10.28.060 Amendments to the California Fire Code.**

- A. Subsection 103.4.2 is added to Section 103 of Chapter 1 of the California Fire Code to read as follows:

103.4.2 Liability for Costs. The expenses for the response or any action by the Montclair Fire Department that is the result of a violation of the provisions of this Code or any damage caused by malicious mischief or any action determined to be negligent requiring any assistance, corrective, or preventive action conducted by Fire Department personnel shall be a charge against the responsible person, company, or agent whose violation or action caused the Fire Department response. Expenses caused by such response or actions shall constitute a debt of such person, company, or agent. The Fire Chief shall keep an itemized account of expenses incurred by the City in carrying out the duties hereunder and shall prepare and file a report of such expenses, as outlined in the Montclair Fire Department Policy Manual, with the City Treasurer, together with the names and addresses of those responsible. The City Treasurer shall give notice to such person, company, or agent, who shall be afforded an opportunity to be heard regarding such charges by requesting to be heard within 15 days after the mailing of such notice. The City Treasurer shall take such reasonable and necessary action to

recover such expenses from any and all responsible persons, companies, or agents.

- B. Subsection 104.10.2 is added to Section 104 of Chapter 1 of the California Fire Code to read as follows:

104.10.2 Police Powers. The Fire Chief and members of the arson investigation unit shall have the powers of a police officer in performing their duties under this Code and as defined in Section 830.37 of the California Penal Code.

- C. Subsection 105.3.9 is added to Section 105 Chapter 1 of the California Fire Code to read as follows:

105.3.9 Conditions of Permits. Fees. The City Council of the City of Montclair shall establish, as permitted by law, standard governing fees for the issuance of permits. Said fees shall be established by Resolution.

- D. Subsection 108.1 Board of Appeals established.

Subsection 108.1 of Section 108 of Chapter 1 of the California Fire Code is hereby deleted in its entirety.

- E. Subsection 109.3 of Section 109 of Chapter 1 of the California Fire Code is amended to read as follows:

109.3 Violation penalties. Persons who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the Fire Chief or his designee, or of a permit or certificate used under provisions of this Code, shall be guilty of a misdemeanor, punishable by a fine of not more than One Thousand (1,000) dollars or by imprisonment in the City or County jail for a period not to exceed 180 days, or by both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

- F. Subsection 315.3.3 is added to Section 315 of the California Fire Code to read as follows.

315.3.3 Mobile Home Sales Lots. The spacing between individual mobile homes located on mobile home

sales lots shall not be less than ten (10) feet and not less than five (5) feet from any property line.

- G. Subsection 503.2.4 of Section 503 of the California Fire Code is amended to read as follows:

503.2.4 Turning radius. The required turning radius of a fire apparatus access road or any required interior roadway of any facility or commercial or residential development shall be determined by the Fire Department.

- H. Subsection 503.4.1 is added to Section 503.4 of the California Fire Code to read as follows:

503.4.1 Penalties. The parking of vehicles within a properly posted or designated fire apparatus access road may be cited or removed at the owner's expense as provided by law.

- I. Subsection 903.2 of the California Fire Code is replaced to read as follows:

903.2 Where required. Approved automatic fire sprinkler systems in buildings and structures shall be required in the locations described in Sections 903.2.1 through 903.2.12 and as follows:

- (1) Every structure hereafter constructed, erected, or moved onto a property, regardless of separation walls as outlined in the California Building Code, shall have an approved automatic fire sprinkler system installed throughout therein.
- (2) Every structure, except Group R, Division 3, and Group R, Division 4 occupancies, hereafter remodeled, rebuilt, or renovated where such costs exceed fifty (50) percent of the assessed valuation as determined by the San Bernardino County Tax Assessor shall have an approved automatic fire sprinkler system installed throughout therein.
- (3) Group R, Division 3, and Group R, Division 4 occupancies, including attached Group U occupancies, where fifty (50) percent or more of the existing floor area is hereafter added to, remodeled, rebuilt, or renovated shall have an approved automatic fire

sprinkler system installed throughout therein.

Exceptions.

- (1) Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries, and standby engines, provided those spaces or areas are equipped throughout with an automatic fire alarm system and are separated from the remainder of the building by fire barriers consisting of not less than one-hour fire-resistance-rated walls and two-hour fire-resistance-rated floor/ceiling assemblies.
- (2) Automatic fire sprinkler protection for fixed guideway transit systems shall be as per Section 903.2.17.
- (3) Outdoor, detached storage facilities of 200 square feet or less.
- (4) Any work for which a building permit is not required.
- (5) Block walls.
- (6) Swimming pools and spas.
- (7) Lattice patio covers.
- (8) Reroofing.
- (9) Decks.
  - (i) Except a covered deck constructed as part of a new building or structure.
- (10) Gazebos.

J. Subsection 903.3.1 of the California Fire Code is amended to read as follows:

903.3.1 Standards. Sprinkler systems shall be designed and installed in accordance with Section 903.3.1.1, unless otherwise permitted by Sections 903.3.1.2 and 903.3.1.3, and the following:

- (1) Every sprinkler system shall have at least one (1) fire department connection located within fifty (50) feet of a fire hydrant.

Exceptions:

- (i) Sprinkler systems complying with NFPA 13 D.
  - (ii) Sprinkler systems supplying fewer than twenty (20) heads.
- (2) Sprinkler system risers shall be located within buildings or structures.
  - (3) Post indicator valves, riser control valves, or secondary control valves shall be located and installed as determined by the Montclair Fire Department.
  - (4) Each fire department connection and any controlling valves shall bear a nameplate indicating occupancy name, address, or both as determined by the Fire Department.
  - (5) Minimum underground pipe size shall be six (6) inches in diameter.

Exceptions:

- (i) Sprinkler systems hydraulically calculated may have an underground pipe size of a smaller diameter upon approval of the Fire Department.
  - (ii) Sprinkler systems designed per NFPA 13 D.
- (6) Minimum sprinkler system design requirements for new multioccupancy retail centers shall be as required for NFPA 13, ordinary hazard (group 2).
  - (7) Minimum sprinkler system design requirements for new industrial "spec" buildings shall be as required for NFPA 13, extra hazard (group 1).
  - (8) NFPA 13 R sprinkler systems shall utilize separate underground water mains to supply

the fire sprinkler system and the domestic water supply.

- K. Subsection 907.1.6 is added to Section 907 of the California Fire Code to read as follows:

907.1.6 False Alarms. More than two (2) false alarms transmitted from any required or nonrequired fire alarm system in a one (1) month period of time or three (3) false alarms transmitted from any required or nonrequired fire alarm system in any two (2) month period of time shall result in an assessment of fees for services provided by the Fire Department for all subsequent false alarms in the remainder of the calendar year.

- L. Subsection 1021.1.4 is added to Section 1021 of the California Fire Code to read as follows:

1021.1.4 Second Exit Required. Where the third floor and above within an individual dwelling unit, a Group R, Division 3 congregate residence, or a Group R, Division 4 occupancy exceeds 750 square feet of gross floor area, a second exit shall be provided. For the purposes of this section, the gross floor area shall include all interior and exterior walls, stairways, shafts, and courts.

**SECTION III.** Article II of Chapter 10.28 of the Montclair Municipal Code is hereby amended as follows:

**Article II. Permits, Reviews, and Fees**

**Section 10.28.100 Permits required.**

Section 10.28.100 is amended to read as follows:

10.28.100 Permits required.

Reference California Fire Code, Chapter 1, Subsection 105.1.1 of Section 105.

**SECTION IV.** Article III of Chapter 10.28 of the Montclair Municipal Code is hereby amended as follows:

**Article III. High-Rise Building Regulations**

**Section 10.28.150 Intent.**

Section 10.28.150(A) is repealed in its entirety.

Section 10.28.150(B) [now "Section 10.28.150(A)"] is amended to read as follows:

**10.28.150 Intent.**

A. If no specific standards or requirements are specified in this chapter, or contained within other applicable laws, adopted codes or ordinances, compliance with the standards of the American Insurance Association, Factory Mutual Engineering, the National Fire Protection Association, or other nationally recognized fire safety standards as are approved by the Fire Chief and Building Official, shall be deemed prima facie evidence of compliance with this intent.

**Section 10.28.160 Scope.**

Section 10.28.160(A) is amended to read as follows:

**10.28.160 Scope.**

A. Every high-rise building 75 feet in height above the lowest floor level having building access as defined in Section 10.02.010 hereafter constructed shall conform to Section 10.28.180.

**Section 10.28.220 Exits.**

Section 10.28.220(B) is amended to read as follows:

**10.28.220 Exits.**

B. Smoke-proof enclosures may be eliminated if all enclosed stairways are pressurized pursuant to the requirements of the California Building Code.

**Section 10.28.250 Seismic considerations.**

Section 10.28.250 is amended to read as follows:

**10.28.250 Seismic considerations.**

A. Every high-rise building shall have the anchorage of the following mechanical and electrical equipment designed and installed in accordance with the California Building Code for lateral force based on ASCE 7 unless data substantiating a lesser value is furnished.

- (1) Elevator drive and suspension systems.
- (2) Standby power and lighting facilities.

- (3) Fire pumps, automatic fire extinguishing systems, and other fire protection equipment.
- (4) Air handling equipment regulated by this chapter.

B. Verification of such conformance shall be substantiated by a licensed structural engineer.

**Section 10.28.280 Automatic sprinkler systems.**

Section 10.28.280(B) is amended to read as follows:

**10.28.280 Automatic sprinkler systems.**

B. In addition to the main water supply, a secondary onsite supply of water equal to the hydraulically calculated sprinkler design demand, plus 100 gallons per minute additional for the total standpipe system, shall be provided. This supply shall be automatically available if the principal supply falls, and shall have a duration of 30 minutes. The onsite supply of water as indicated above shall be maintained in a separate system from the public domestic water system, and shall conform to all applicable cross-connection requirements of the City Engineer's Office.

**Section 10.28.290 Fire control center.**

Section 10.28.290 of the Montclair Municipal Code is hereby repealed in its entirety and replaced with the following:

**10.28.290 Fire command center.**

A. Every high-rise building in excess of 75 feet, as specified in Section 10.28.160(B), shall be provided with a fire command center located near or adjacent to the main entrance to the building or at any location approved by the Fire Chief and Building Official. The fire command center shall be directly accessible from the outside of the building, consistent with standards developed by the Fire Chief.

B. The fire command center shall be designed to accommodate the functional control and command personnel required to conduct an emergency activity. There shall be a minimum net floor area of 200 square feet with minimum dimension of 1 foot. This floor area shall not be encumbered upon by any walls, equipment, or other appurtenances not necessary to the function of the room.

C. The fire command center shall be separated from the remainder of the building by not less than a one-hour fire barrier, or minimum construction as required by the California Building Code, with all openings protected by assemblies having a fire-resistive rating of not less than 90 minutes or minimum construction as required by the California Building Code.

D. The fire command center shall be used to house the following equipment:

- (1) Voice communication control equipment including equipment necessary to the function of the control unit and its display and status panels.
- (2) Fire alarm and fire detection control equipment including equipment necessary to the function of the control unit and its display and status panels.
- (3) Status indicators and controls for elevators.
- (4) Air handling system status indicators and control switches.
- (5) Controls for unlocking stairway doors and status board indicating whether such doors are locked or unlocked.
- (6) Sprinkler valve supervision and water flow detector display panels.
- (7) Alarm, water flow, and trouble signals shall be annunciated by means of an audible signal and a visual display, which indicates the building, floor, zone, or other designated area from which the alarm, water flow, or trouble signal originated.
- (8) Standby power status display and controls.
- (9) A telephone connected to the public telephone system adjacent to the Fire Department communication systems: This telephone to be for express use of the Fire Department. Telephones for building occupant use shall be separate.

- (10) Intercom to exterior of fire command center to allow for verbal communication without opening the door.
- (11) Supervision indicator of the Fire Department's cabinets.
- (12) Three certified copies of the building floor plans, mechanical plans, and electrical plans.
- (13) Three copies of the Fire Department pre-plans.
- (14) Other fire protection equipment and system controls, such as the following.
  - (a) Water tank level indicators.
  - (b) Fire pump controls and status indicators.
  - (c) Fire level indicator on auxiliary generators and fire pumps.
- (15) Any other similar equipment, controls, or status indicators as deemed necessary by the Fire Chief and Building Official.

E. Any equipment that is a status indicator shall be in the form of a graphic annunciator. The graphic annunciator shall be a line diagram of the building with the lights and activation switches in proper perspective on the diagram. The graphic annunciator shall be further keyed to the required building floor plans per floor and location on the floor.

F. As well as the graphic annunciator, an alphanumeric printout of all status indications or switch activations, along with the date and time of alarm or activation, shall be provided. This printout shall also be coded to provide the location of the activation on the building floor plans per floor and location of the floor.

G. The fire command center shall not be used for the housing of any boiler, heating unit, generator, or storage.

**Section 10.28.300 Emergency helicopter landing facility.**

Section 10.28.300 of the Montclair Municipal Code is hereby repealed in its entirety and replaced with the following:

10.28.300 Emergency helicopter landing facility.

Each high-rise building, in excess of 75 feet, as specified in Section 10.28.160(B) shall incorporate an emergency helicopter landing facility located on the roof of the building in an area approved by the Fire Department in accordance to Section 412.7 of the California Building Code and the following:

- A. A landing glide slope angle determined by a ratio of eight feet horizontal distance for every one foot of vertical clearance required. Two such approaches shall be available at least 90 degrees removed from each other.
- B. A clear, unobstructed landing and takeoff area with a minimum dimension of 100 feet by 100 feet and a reinforced touchdown area having a minimum dimension of 50 feet by 50 feet.
- C. If the roof has no parapet wall, a substantial fence or safety net shall be provided around the perimeter of the roof in such a manner that it will not restrict or reduce the required landing and takeoff area.
- D. A wind-indicating device shall be provided.
- E. The roof top shall be marked by an emergency marker as required by the Chief of the Fire Department.
- F. The roof top shall be marked with the numerical street address of the building with the numbers facing the street frontage corresponding to the address. The size of the numbers is to be three feet high and one foot wide.

**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 on February 2, 2011.

**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, 2011.

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Mayor

**ATTEST:**

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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. 10-919 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2011, and finally passed not less than five (5) days thereafter on the XX day of XX, 2011, by the following vote, to-wit:

AYES: XX  
NOES XX  
ABSTAIN: XX  
ABSENT. XX

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Donna M. Jackson  
City Clerk

**RESOLUTION NO. 10-2869**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR MAKING EXPRESS FINDINGS REGARDING MODIFICATIONS TO THE CALIFORNIA FIRE CODE, 2010 EDITION, TO COMPLY WITH STATE OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 17922, 17958, 17958.5, AND 17958.7(a) AND THE CALIFORNIA BUILDING STANDARDS COMMISSION**

**WHEREAS**, the State of California is mandated by California Health and Safety Code Section 17922 to impose the same requirements as are contained in the most recent edition of the California Fire Code (hereinafter referred to as the Code), and

**WHEREAS**, State of California Health and Safety Code Section 17958 requires that before making any modifications or changes pursuant to Sections 17958.5 and 17958.7(a), the governing body of a City or County shall make an express finding that such modifications or changes are needed, and

**WHEREAS**, State of California Health and Safety Code Section 17958.5 permits the City of Montclair to make modifications or changes to the Code, which are reasonably necessary because of local climatic, geological, or topographical conditions; and

**WHEREAS**, State of California Health and Safety Code Section 17958.7(a) requires that the City Council of the City of Montclair, before making any modifications or changes to the Code, shall make an express finding that such modifications are reasonably necessary because of local climatic, geological, or topographical conditions; and

**WHEREAS**, the Fire Chief has recommended that modifications and changes be made to the Code and has advised that certain such modifications and changes to the California Fire Code, 2010 Edition, are reasonably necessary because of local climatic, geological, or topographical conditions in the City of Montclair, California.

Amendments related to fire and life safety contained in the 2010 Edition of the California Fire Code as recommended by the Fire Chief are hereby found to be reasonably necessary because of the following local conditions:

**SECTION I**

**A. Climatic Conditions**

1. Hot, dry Santa Ana winds are common to all areas of the City of Montclair and to San Bernardino County in general. These winds, which can reach speeds of 40 to 70 miles per hour, cause small fires to spread quickly, are a contributing factor to the high fire danger in the area, and create the need for an increased level of fire protection. This added protection will supplement the normal Fire Department response available and provide immediate protection to life and property of residential and commercial occupancies during fire occurrences.

2. San Bernardino County and the City of Montclair are located in a semiarid Mediterranean-type climate with relatively low amounts of precipitation, very low humidity levels and extremely high temperatures. These climatic conditions are conducive to the rapid spread of fire. Therefore, there exists a need for additional fire protection measures.

## **B. Geological Conditions**

1. San Bernardino County and the City of Montclair are located in Seismic Zone 4. There are two faults within the City of Montclair, the San Jose fault and the Cucamonga fault; three other faults are located in nearby cities. In the event of a severe earthquake, these faults present the potential for catastrophic damage including fire. Information taken from the Southern California earthquake Data Center indicates the two most recent earthquakes in this area occurred in 1988 and 1990 and were centered in Upland, California. Although these earthquakes were moderate in intensity, the 1988 earthquake measured 4.7 in magnitude and the 1990 earthquake measured a 5.4 magnitude and resulted in 38 injuries, damage to the San Antonio Dam, and triggered landslides in the Mount Baldy area. The October 17, 1989 Santa Cruz earthquake resulted in only one major San Francisco fire in the Marina District; but when combined with the 34 other fires and over 500 calls for service, the San Francisco Fire Department was taxed to its fullest capacities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. If more fires had been ignited as a result of the earthquake, it would have been difficult for the Fire Department to contain them. Experts predict a major earthquake could result in our area within the next 50 years. A major earthquake could result in damage to gas and electrical services causing numerous fires. This situation creates the need for both additional fire protection measures and on-site automatic fire protection for building occupants.

## **C. Topographical Conditions**

1. Traffic and circulation congestion in the City of Montclair often adversely affects Fire Department response times. This condition will be exacerbated by any major disaster including any earthquake wherein damage to the City's roadways and infrastructure would occur. A major interstate highway bisects the City of Montclair; a major earthquake could result in significant damage to the interstate overcrossings, which would severely impact Fire Department response capabilities. Therefore, the additional need for automatic on-site fire protection for building occupants is needed.

2. Placement of multiple-occupancy buildings, high-density residential units, location of arterial roadways, and Fire Department staffing constraints resulting from recent revenue-limiting state legislation have made it difficult for the Fire Department to provide manpower sufficient to concentrate fire companies and personnel to control fires in high-density, multiple-story residential units. Fire Department equipment does not allow easy access to areas of buildings greater than 28 feet above the level of Fire Department vehicle access. These conditions create the need for built-in, on-site fire protection systems to protect lives and property until the arrival of firefighting apparatus.

3. The City of Montclair is experiencing an increase in population density with the increased development of multistory residential units. A National Fire Protection Association study indicates there has never been a multiple loss of life caused by fire or smoke in a building equipped with fire sprinklers. Fire sprinklers are designed to prevent the rapid spread of fire and heat, thereby preventing multiple loss of life and decreasing property damage.

## SECTION II

Amendments to the California Fire Code, 2010 Edition, are found reasonably necessary because of local climatic, geological, and topographical conditions cited in Section I of this Resolution and are listed as follows:

Section 10.02.010 - Definitions

Section 10.28.010(A) and (B) - Adoption of the California Fire Code, 2010 Edition

Section 10.28.020(A) and (B) - Bureau of Fire Prevention - Established - Supervision

Section 10.28.030(A), (B), (C), (D), (E), and (F) - Storage of Flammable or Combustible Liquids - Districts in Which Prohibited

Section 10.28.040 - Storage of Liquefied Petroleum Gases - Restricted

Section 10.28.050 - Storage of Explosives and Fireworks Restricted

Section 10.28.060(A), (B), (C), (D), (E), (F), (G), (H), (I), (J), (K), (L) - Amendments to California Fire Code

Section 10.28.100 - Permits Required

Section 10.28.150(A) and (B) - Intent

Section 10.28.160(A) - Scope

Section 10.28.220(B) - Exits

Section 10.28.250(A) and (B) - Seismic Conditions

Section 10.28.280(B) - Automatic Sprinkler Systems

Section 10.28.290(A), (B), (C), (D), (E), (F), and (G) - Fire Control Center

Section 10.28.300(A), (B), (C), (D), (E), and (F) - Emergency Helicopter Landing Facility

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair does hereby adopt Resolution No. 10-2869 making express findings regarding modifications to the California Fire Code, 2010 Edition, to comply with State of California Health And Safety Code Sections 17922, 17958, 17958.5, and 17958.7(a) and the California Building Standards Commission.

**BE IT FURTHER RESOLVED** that a copy of this Resolution be forwarded to the California Department of Housing and Community Development, Division of Codes and Standards.

**BE IT FURTHER RESOLVED** that a copy of this Resolution shall be incorporated into and filed with Ordinance No. 10-919.

**APPROVED AND ADOPTED** this XX day of XX, 2011.

\_\_\_\_\_  
Mayor

**ATTEST:**

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

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 10-2869 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, 2011, 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

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<b>SUBJECT:</b> CONSIDER ACCEPTANCE OF ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM AND AUTHORIZE STAFF TO PURSUE RECOMMENDATIONS DESCRIBED THEREIN AND ESTABLISH A \$157,100 APPROPRIATION FOR ENERGY-CONSERVATION PROJECTS	<b>DATE:</b> January 3, 2011
	<b>SECTION:</b> ADMIN. REPORTS
	<b>ITEM NO.:</b> 1
	<b>FILE I.D.:</b> ENV100
<b>BUSINESS PLAN:</b> N/A	<b>DEPT.:</b> PUBLIC WORKS

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**REASON FOR CONSIDERATION:** The City Council is requested to accept federal funds on behalf of the Energy Efficiency and Conservation Block Grant (EECBG) Program and authorize establishment of an appropriation of \$157,100.

**BACKGROUND:** The EECBG Program was implemented through funding from the American Recovery and Reinvestment Act of 2009 (ARRA), with the goal of assisting eligible agencies in developing and implementing strategies to reduce fossil fuels emissions, reduce energy use, and improve energy efficiency in the building and other appropriate sectors. ARRA was enacted by Congress and signed into law on February 17, 2009, and contains funding for a variety of programs that support Americans during these challenging economic times. On December 6, 2010, the City received \$157,100 in EECBG Program grant funds to plan and implement six energy-efficiency projects over a 36-month grant period from July 1, 2009, through June 30, 2012.

The City's proposed energy conservation projects would establish measures to reduce energy consumption by retrofitting existing public facilities. The six EECBG projects include:

1. Energy Efficiency Light Sensor Project. A total of 46 ceiling light motion sensors would be installed at City Hall, the Human Services Division, and the Community Center.
2. Energy Efficiency Light Conservation Project. The conversion of 14 light fixtures to T8 lamps and ballasts located in the South Conference Room would help to reduce and conserve energy use.
3. Energy Efficiency R-30 Ceiling Installation Project. Installation of energy-efficient ceiling insulation in the Fire Department and the Public Works Maintenance Yard buildings.
4. Energy Efficiency Light Fixture Replacement Project. Installation of 16 exterior lighting fixtures on the Alma Hofman Park tennis courts.

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Prepared by: M. GARCIA  
Proofed by: Paula Berke

Reviewed and Approved by: M. STARRS  
Presented by: [Signature]

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5. Energy Efficiency Network Server Project. Replacement of five network servers with compact-size energy-efficient servers that include an automated data center.
6. Energy Efficiency Residential and Commercial Energy Star Appliance and Equipment Project. Installation of energy-efficient appliances and other mechanical and electrical equipment in older homes and commercial buildings lacking newer energy standards.

**FISCAL IMPACT:** With the City Council's authorization, General Fund Revenue Budget Account No. 1001-000-34440-300 would be increased by \$157,100 and offset by a General Fund appropriation of \$157,100 as noted in the accounts below:

- 1001-4761-98060-400: \$24,135
- 1001-4691-98060-400: \$101,000
- 1001-4316-98060-400: \$31,965

**RECOMMENDATION:** Staff recommends the City Council accept the Energy Efficiency and Conservation Block Grant Program funds and authorize establishment of a 157,100 appropriation in the Fiscal Year 2010-11 General Fund Budget.

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF WARRANT REGISTER  
AND PAYROLL DOCUMENTATION

**DATE:** January 3, 2011

**SECTION:** ADMIN REPORTS

**ITEM NO.:** 2

**FILE I.D.:** FIN540

**BUSINESS**

**PLAN:** N/A

**DEPT.:** ADMIN. SVCS.

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

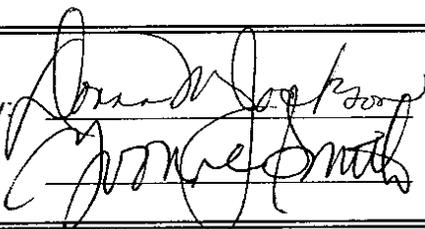
**BACKGROUND:** Mayor Pro Tem Raft has examined the Warrant Register dated January 3, 2011, and Payroll Documentation dated November 21, 2010, finds them to be in order and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated January 3, 2011, totals \$409,992.17. The Payroll Documentation dated November 21, 2010, totals \$592,993.97, with \$429,660.57 being the total cash disbursement.

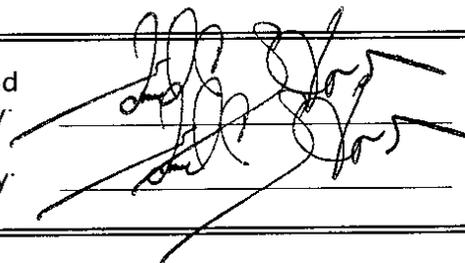
**RECOMMENDATION:** Staff recommends the above-referenced Warrant Register and Payroll Documentation be approved as presented.

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Prepared by:



Reviewed and  
Approved by:



Proofed by:

Presented by:

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## AGENDA REPORT

**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT NOS. 11-01, 11-02, 11-03, 11-04, AND 11-05 WITH MONTCLAIR LITTLE LEAGUE, MONTCLAIR GOLDEN GIRLS SOFTBALL LEAGUE, AND ALL CITIES YOUTH BASEBALL, RESPECTIVELY, FOR USE OF BALL FIELD FACILITIES

**DATE:** January 3, 2011  
**SECTION:** AGREEMENTS  
**ITEM NO.:** 1  
**FILE I.D.:** ATH020/215/218  
**DEPT.:** COMMUNITY DEV

**BUSINESS PLAN:** N/A

**REASON FOR CONSIDERATION:** The Montclair Little League, Montclair Golden Girls Softball League, and All Cities Youth Baseball have requested use of City facilities for their spring/summer sports activities. Copies of proposed Agreement Nos. 11-01, 11-02, 11-03, 11-04 and 11-05 are attached for City Council review and consideration.

**BACKGROUND:** Pursuant to proposed Agreement Nos. 11-01 and 11-02, Montclair Little League would use the northwest field at Kingsley Park and two southern and two northern fields at Saratoga Park for baseball activities on weekdays and Saturdays. Pursuant to proposed Agreement No. 11-03, Montclair Golden Girls Softball League would use Vernon Park for softball activities on weekdays and Saturdays. Pursuant to proposed Agreement Nos. 11-04 and 11-05, All Cities Youth Baseball would use Essex Park and the northwest field at Kingsley Park for baseball activities weekdays and Saturdays. Sunday field use by all leagues is only permitted in the event ball games are rained out.

Montclair Little League, Montclair Golden Girls Softball League, and All Cities Youth Baseball have each requested the use of park lighting for activities that may be conducted after dark. The cost to provide lighting at the rate of \$10 per hour, per field would be shared equally among the City and the leagues.

Proposed Agreement Nos. 11-01, 11-02, 11-03, 11-04, and 11-05 with the respective Montclair Little League, Montclair Golden Girls Softball League, and All Cities Youth Baseball would be effective January 3, 2011, through August 31, 2011.

**FISCAL IMPACT:** Should the City Council approve the proposed Agreements, a total of approximately \$200,000 (\$50,000 per park) in maintenance, lighting, and upkeep costs is associated with the leagues' use of the subject parks.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement Nos. 11-01, 11-02, 11-03, 11-04, and 11-05 with the Montclair Little League, Montclair Golden Girls Softball League, and All Cities Youth Baseball, respectively, for use of ball field facilities.

Prepared by:

*Marcia Richter*

Reviewed and Approved by:

*Tom Lupton*

Proofed by:

*Christine Smolchek*

Presented by:

**AGREEMENT NO. 11-01  
WITH MONTCLAIR LITTLE LEAGUE  
FOR USE OF KINGSLEY PARK**

**THIS AGREEMENT** is made and entered into by and between the City of Montclair, hereinafter called CITY, and Montclair Little League, hereinafter called LEAGUE.

**WITNESSETH:**

**WHEREAS**, CITY presently has a baseball field generally located at the northwest end of Kingsley Elementary School at Benson Avenue and Kingsley Street, Montclair, California, and

**WHEREAS**, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for Junior/Senior Little League baseball activities at such times and hours set forth in Section 1(x). The term of this Agreement is for January 3, 2011, through August 31, 2011.

**SECTION 1:** LEAGUE hereby agrees as follows:

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to sublet the field.
- c. Not to make any improvements or alterations on said premises.
- d. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- e. Not to erect any barriers or fences of any kind unless approved by CITY.
- f. Not to use herbicides at the park for any purpose.
- g. Not to disconnect or make changes to existing phone line account.
- h. Not to allow hitting balls into the chain link fences for batting practice.

- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.
- j. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not cleaned as stated, this Agreement will become null and void, and LEAGUE will not be permitted to use the facilities.
- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times, including for graffiti removal on buildings, within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429, and report vandalism immediately to the Public Works Superintendent at 625-9466. LEAGUE will not attempt to remove Graffiti or make repairs to building.
- l. To ensure when a Barbecue is used, it is set up a minimum of ten feet away from any structure and LEAGUE must provide one Fire Extinguisher for each barbecue being used. LEAGUE must also ensure that barbecue has completely cooled down before returning to storage in any CITY structure.
- m. To deposit, with the CITY representative, the sum of Two Hundred Dollars (\$200) as a refundable cleaning deposit, to ensure the proper care and cleanup of the snack bar, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY owned equipment have been properly cared for and cleaned up. All non CITY owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the

refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.

- n. To conform to all safety and health regulations and maintain all CITY installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- o. To be responsible for the payment of an alarm fee at the rate of Forty Dollars (\$40) per month, per field; to remit prompt payment to CITY upon receipt of monthly invoice.
- p. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- q. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property. LEAGUE shall furnish & supply personnel to conduct and supervise LEAGUE activities on the premises.
- r. If LEAGUE elects to use lights for activities conducted after dark, LEAGUE agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Ten Dollars (\$10) per hour, per field; and LEAGUE will remit prompt payment to CITY upon receipt of monthly invoice.
- s. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- t. To provide CITY with participant rosters, practice and game schedules.
- u. To provide CITY with financial statements upon request for audit purposes.
- v. To designate one individual as the LEAGUE's representative to work with the CITY's representative.

- w. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which LEAGUE had knowledge.
- x. It is agreed that LEAGUE may use said baseball fields from January 3, 2011, through August 31, 2011, Mondays, Tuesdays and Thursdays, generally commencing at 4:00 p.m. and Saturdays, generally commencing at 8:00 a.m. No activities will be conducted past 10:00 p.m.
- y. **PUBLIC LIABILITY AND PROPERTY DAMAGE:** Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and LEAGUE, comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence, and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be cancelled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them, or certificate(s) evidencing the insurance.
- z. **INDEMNIFICATION:** LEAGUE shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property, including the payment by LEAGUE of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the LEAGUE in the activities, use, or occupancy of the PREMISES, including, but not limited to, all consequential damages, to the maximum extent permitted by law.

- aa. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- bb. To conduct all operations in compliance with the Americans with Disabilities Act.
- cc. LEAGUE shall provide CITY with at least two (2) weeks notice for room reservations for use of CITY facilities for LEAGUE meetings.

**SECTION 2:** CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. LEAGUE shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by LEAGUE. A Contact List containing the emergency telephone numbers is attached.
- e. To provide to LEAGUE, inventory list of equipment in snack bar and meeting areas; to provide inspection of those areas and equipment at the end of the agreement period.
- f. To invoice LEAGUE monthly for the costs of separately metered field lighting related to use prior to regular season play.
- g. To refund, at the end of the agreement period and upon approval of the Community Development Director, LEAGUE's cleaning deposit.
- h. To designate a CITY representative to work with LEAGUE on all non-maintenance issues relating to the use of CITY facilities.

**NOW, THEREFORE,** if any terms of this Agreement are not complied with, the Agreement will become null and void and the LEAGUE will be refused the use of CITY facilities.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
MAYOR, CITY OF MONTCLAIR

ATTEST:

\_\_\_\_\_  
CITY CLERK, CITY OF MONTCLAIR

\_\_\_\_\_  
PRESIDENT  
MONTCLAIR LITTLE LEAGUE

\_\_\_\_\_  
SECRETARY  
MONTCLAIR LITTLE LEAGUE

**AGREEMENT NO. 11-02  
WITH MONTCLAIR LITTLE LEAGUE  
FOR USE OF SARATOGA PARK**

**THIS AGREEMENT** is made and entered into by and between the City of Montclair, hereinafter called CITY, and Montclair Little League, hereinafter called LEAGUE.

**WITNESSETH:**

**WHEREAS**, CITY presently has baseball fields (two northern and two southern fields) generally located at the southwest corner of Vernon Avenue and Kingsley Street, Montclair, California, and

**WHEREAS**, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for Little League baseball (including the Challenger Division for children with disabilities) activities at such times and hours set forth in Section 1(y). The term of this Agreement is for January 3, 2011, through August 31, 2011.

**SECTION 1:** LEAGUE hereby agrees as follows:

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to sublet the field.
- c. Not to make any improvements or alterations on said premises.
- d. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- e. Not to erect any barriers or fences of any kind unless approved by CITY.
- f. Not to use herbicides at the park for any purpose.
- g. Not to disconnect or make changes to existing phone line account.
- h. Not to allow hitting balls into the chain link fences for batting practice.

- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.
- j. To provide a special parking area for participants in the Challenger Division, at the times of their games, by cordoning off the southeast portion of the parking lot; to provide the equipment and personnel needed to set up the special parking area; to see that all equipment is removed and properly stored after each use; to provide personnel to monitor the cordoned off area during its use.
- k. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not cleaned as stated, this Agreement will become null and void, and LEAGUE will not be permitted to use the facilities.
- l. To maintain all equipment and appliances within the snack bar and snack bar building at all times including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429, and report vandalism immediately to the Public Works Superintendent at 625-9466. LEAGUE will not attempt to remove Graffiti or make repairs to building.
- m. To ensure when a Barbecue is used, it is set up a minimum of ten feet away from any structure and LEAGUE must provide one Fire Extinguisher for each barbecue being used. LEAGUE must also ensure that barbecue has completely cooled down before returning to storage in any CITY structure.
- n. To deposit, with the CITY representative, the sum of Three Hundred Dollars (\$300) as a refundable cleaning deposit, to ensure the proper care and cleanup of the snack bar, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE

representatives to ensure that all areas and CITY owned equipment have been properly cared for and cleaned up. All non CITY owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.

- o. To conform to all safety and health regulations and maintain all CITY installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- p. To be responsible for the payment of an alarm fee at the rate of Forty Dollars (\$40) per month, per field; to remit prompt payment to CITY upon receipt of monthly invoice.
- q. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- r. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property. LEAGUE shall furnish & supply personnel to conduct and supervise LEAGUE activities on the premises.
- s. If LEAGUE elects to use lights for activities conducted after dark, LEAGUE agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Ten Dollars (\$10) per hour, per field; and LEAGUE will remit prompt payment to CITY upon receipt of monthly invoice.
- t. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- u. To provide CITY with participant rosters, practice and game schedules.

- v. To provide CITY with financial statements upon request for audit purposes.
- w. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- x. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which LEAGUE had knowledge.
- y. It is agreed that LEAGUE may use said baseball fields from January 3, 2011, through August 31, 2011, Mondays through Fridays, generally commencing at 4:00 p.m. and Saturdays, generally commencing at 8:00 a.m. No activities will be conducted past 10:00 p.m.
- z. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and LEAGUE, comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence, and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be cancelled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them, or certificate(s) evidencing the insurance.
- aa. INDEMNIFICATION: LEAGUE shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property, including the

payment by LEAGUE of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the LEAGUE in the activities, use, or occupancy of the PREMISES, including, but not limited to, all consequential damages, to the maximum extent permitted by law.

- bb. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- cc. To conduct all operations in compliance with the Americans with Disabilities Act.
- dd. LEAGUE shall provide CITY with at least two (2) weeks notice for room reservations for use of CITY facilities for LEAGUE meetings.

**SECTION 2:** CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. LEAGUE shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by LEAGUE. A Contact List containing the emergency telephone numbers is attached.
- e. To provide to LEAGUE, inventory list of equipment in snack bar and meeting areas; to provide inspection of those areas and equipment at the end of the agreement period.
- f. To invoice LEAGUE monthly for the costs of separately metered field lighting related to use prior to regular season play.

- g. To refund, at the end of the agreement period and upon approval of the Community Development Director, LEAGUE's cleaning deposit.
- h. To designate a CITY representative to work with LEAGUE on all non-maintenance issues relating to the use of CITY facilities.

**NOW, THEREFORE,** if any terms of this Agreement are not complied with, the Agreement will become null and void and the LEAGUE will be refused the use of CITY facilities.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ .

\_\_\_\_\_  
MAYOR, CITY OF MONTCLAIR

ATTEST:

\_\_\_\_\_  
CITY CLERK, CITY OF MONTCLAIR

\_\_\_\_\_  
PRESIDENT  
MONTCLAIR LITTLE LEAGUE

\_\_\_\_\_  
SECRETARY  
MONTCLAIR LITTLE LEAGUE

**AGREEMENT NO. 11-03  
WITH MONTCLAIR GOLDEN GIRLS SOFTBALL LEAGUE  
FOR USE OF VERNON PARK**

**THIS AGREEMENT** is made and entered into by and between the City of Montclair, hereinafter called CITY, and Montclair Golden Girls Softball League hereinafter called LEAGUE.

**WITNESSETH:**

**WHEREAS**, CITY presently has softball fields (the east and west fields) generally located at the southeast corner of the Vernon Junior High School complex, south of the corner of Benson Avenue and San Bernardino Street, Montclair, California; and

**WHEREAS**, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for girls softball activities at such times and hours set forth in Section 1(x). The term of this Agreement is for January 3, 2011, through August 31, 2011.

**SECTION 1:** LEAGUE hereby agrees as follows:

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to permit practice sessions in the southeast quadrant of the field; to provide specific written notice to each coach and, in turn, obtain written confirmation from each coach.
- c. Not to sublet the field.
- d. Not to make any improvements or alterations on said premises.
- e. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- f. Not to erect any barriers or fences of any kind unless approved by CITY.
- g. Not to use herbicides at the park for any purpose.

- h. Not to disconnect or make changes to existing phone line account.
- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.
- j. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not cleaned as stated, this Agreement will become null and void, and LEAGUE will not be permitted to use the facilities.
- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times, including graffiti removal on buildings, within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429, and report vandalism immediately to the Public Works Superintendent at 625-9466. LEAGUE will not attempt to remove Graffiti or make repairs to building.
- l. To ensure when a Barbecue is used, it is set up a minimum of ten feet away from any structure and LEAGUE must provide one Fire Extinguisher for each barbecue being used. LEAGUE must also ensure that barbecue has completely cooled down before returning to storage in any CITY structure.
- m. To deposit, with the CITY representative, the sum of Two Hundred Dollars (\$200) as a refundable cleaning deposit, to ensure the proper care and cleanup of the snack bar, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY owned equipment have been properly cared for and cleaned up. All non CITY owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left

open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY.

- n. To conform to all safety and health regulations and maintain all CITY installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- o. To be responsible for all costs due to lost or stolen keys.
- p. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- q. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property. LEAGUE shall furnish & supply personnel to conduct and supervise the League activities on the premises.
- r. If LEAGUE elects to use lights for activities conducted after dark, LEAGUE agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Ten Dollars (\$10) per hour, per field; and LEAGUE will remit prompt payment to CITY upon receipt of monthly invoice.
- s. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- t. To provide CITY with participant rosters, practice and game schedules.
- u. To provide CITY with financial statements upon request for audit purposes.
- v. To designate one individual as the LEAGUE's representative to work with the CITY's representative.

- w. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which LEAGUE had knowledge.
- x. It is agreed that LEAGUE may use said baseball fields from January 3, 2011, through August 31, 2011, Mondays through Fridays, generally commencing at 4:00 p.m. and Saturdays, generally commencing at 8:00 a.m. No activities will be conducted past 10:00 p.m.
- y. **PUBLIC LIABILITY AND PROPERTY DAMAGE:** Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and LEAGUE, comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence, and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be cancelled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them, or certificate(s) evidencing the insurance.
- z. **INDEMNIFICATION:** LEAGUE shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property, including the payment by LEAGUE of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the LEAGUE in the activities, use, or occupancy of the PREMISES, including, but not limited to, all consequential damages, to the maximum extent permitted by law.

- aa. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- bb. To conduct all operations in compliance with the Americans with Disabilities Act.
- cc. LEAGUE shall provide CITY with at least two (2) weeks notice for room reservations for use of CITY facilities for LEAGUE meetings.

**SECTION 2: CITY hereby agrees as follows:**

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. LEAGUE shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by LEAGUE. A Contact List containing the emergency telephone numbers is attached.
- e. To invoice LEAGUE monthly for the costs of separately metered field lighting related to use prior to regular season play.
- f. To refund, at the end of the agreement period and upon approval of the Community Development Director, LEAGUE's cleaning deposit.
- g. To designate a CITY representative to work with LEAGUE on all non-maintenance issues relating to the use of CITY facilities.

**NOW, THEREFORE,** if any terms of this Agreement are not complied with, the Agreement will become null and void and the LEAGUE will be refused the use of CITY facilities.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ .

\_\_\_\_\_  
MAYOR, CITY OF MONTCLAIR

ATTEST:

\_\_\_\_\_  
CITY CLERK, CITY OF MONTCLAIR

\_\_\_\_\_  
PRESIDENT  
GOLDEN GIRLS SOFTBALL LEAGUE

\_\_\_\_\_  
SECRETARY  
GOLDEN GIRLS SOFTBALL LEAGUE



**AGREEMENT NO. 11-04  
WITH ALL CITIES YOUTH BASEBALL  
FOR USE OF ESSEX PARK**

**THIS AGREEMENT** is made and entered into by and between the City of Montclair, hereinafter called CITY, and All Cities Youth Baseball (ACYB), hereinafter called ACYB.

**WITNESSETH:**

**WHEREAS**, CITY presently has a baseball field generally located at the southwest corner of Howard Street and Essex Avenue, adjacent to and directly east of Ramona Elementary School, Montclair, California, and

**WHEREAS**, said Park has been developed to provide areas for youth sports, on which premises ACYB desires to use for Youth Baseball activities at such times and hours set forth in Section 1(w). The term of this Agreement is for January 3, 2011, through August 31, 2011.

**SECTION 1:** ACYB, a 501c(3) hereby agrees as follows:

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to sublet the field.
- c. Not to make any improvements or alterations on said premises.
- d. Not to charge for parking of vehicles in the parking lots located within CITY facilities.
- e. Not to erect any barriers or fences of any kind unless approved by CITY.
- f. Not to use herbicides at the park for any purpose.
- g. Not to disconnect or make changes to existing phone line account.
- h. Not to allow hitting balls into the chain link fences for batting practice.

- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to ACYB. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of ACYB.
- j. To maintain the rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not cleaned as stated, this Agreement will become null and void, and ACYB will not be permitted to use the facilities.
- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times including graffiti removal on buildings, within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429, and report vandalism immediately to the Public Works Superintendent at 625-9466. ACYB will not attempt to remove Graffiti or make repairs to building.
- l. To ensure when a Barbecue is used, it is set up a minimum of ten feet away from any structure and ACYB must provide one Fire Extinguisher for each barbecue being used. ACYB must also ensure that barbecue has completely cooled down before returning to storage in any CITY structure.
- m. To deposit, with the CITY representative, the sum of Two Hundred Dollars (\$200) as a refundable cleaning deposit, to ensure the proper care and cleanup of the snack bar, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and ACYB representatives to ensure that all areas and CITY owned equipment have been properly cared for and cleaned up. All non CITY owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by ACYB shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.

- n. To conform to all safety and health regulations and maintain all CITY-installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- o. To be responsible for all costs due to lost or stolen keys.
- p. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- q. ACYB agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property. ACYB shall furnish & supply personnel to conduct and supervise the Youth Baseball activities on the premises.
- r. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- s. To provide CITY with participant rosters, practice and game schedules.
- t. To provide CITY with financial statements upon request for audit purposes.
- u. To designate one individual as the ACYB's representative to work with the CITY's representative.
- v. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which ACYB had knowledge.
- w. It is agreed that ACYB may use said baseball fields from January 3, 2011, through August 31, 2011, Mondays through Fridays, generally commencing at 4:00 p.m. and Saturdays, generally commencing at 8:00 a.m. No activities will be conducted past daylight hours.

- x. **PUBLIC LIABILITY AND PROPERTY DAMAGE:** Throughout the term of this Agreement, at ACYB's sole cost and expense, ACYB shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and ACYB, comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence, and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be cancelled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. ACYB shall furnish CITY with copies of such policies promptly upon receipt of them, or certificate(s) evidencing the insurance.
  
- y. **INDEMNIFICATION:** ACYB shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property, including the payment by ACYB of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the ACYB in the activities, use, or occupancy of the PREMISES, including, but not limited to, all consequential damages, to the maximum extent permitted by law.
  
- z. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with ACYB, unless such person is otherwise regularly employed by and conducting official business of CITY.
  
- aa. To conduct all operations in compliance with the Americans with Disabilities Act.

- bb. LEAGUE shall provide CITY with at least two (2) weeks notice for room reservations for use of CITY facilities for LEAGUE meetings.

**SECTION 2:** CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. ACYB shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by ACYB. A Contact List containing the emergency telephone numbers is attached.
- e. To refund, at the end of the agreement period and upon approval of the Community Development Director, ACYB's cleaning deposit.
- f. To designate a CITY representative to work with ACYB on all non-maintenance issues relating to the use of CITY facilities.

**NOW, THEREFORE,** if any terms of this Agreement are not complied with, the Agreement will become null and void and the ACYB will be refused the use of CITY facilities.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
MAYOR, CITY OF MONTCLAIR

ATTEST:

\_\_\_\_\_  
CITY CLERK, CITY OF MONTCLAIR

\_\_\_\_\_  
PRESIDENT  
ALL CITIES YOUTH BASEBALL

\_\_\_\_\_  
SECRETARY  
ALL CITIES YOUTH BASEBALL

**AGREEMENT NO. 11-05  
WITH ALL CITIES YOUTH BASEBALL  
FOR USE OF KINGSLEY PARK**

**THIS AGREEMENT** is made and entered into by and between the City of Montclair, hereinafter called CITY, and All Cities Youth Baseball (ACYB), hereinafter called ACYB.

**WITNESSETH:**

**WHEREAS**, CITY presently has a baseball field generally located at the northwest end of Kingsley Elementary School at Benson Avenue and Kingsley Street, Montclair, California, and

**WHEREAS**, said Park has been developed to provide areas for youth sports, on which premises ACYB desires to use for Youth Baseball activities at such times and hours set forth in Section 1(v). The term of this Agreement is for January 3, 2011, through August 31, 2011.

**SECTION 1:** ACYB, a 501c(3) hereby agrees as follows:

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to sublet the field.
- c. Not to make any improvements or alterations on said premises.
- d. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- e. Not to erect any barriers or fences of any kind unless approved by CITY.
- f. Not to use herbicides at the park for any purpose.
- g. Not to disconnect or make changes to existing phone line account.
- h. Not to allow hitting balls into the chain link fences for batting practice.

- i. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within one hour after an activity has ended. If the premises are not cleaned as stated, this Agreement will become null and void, and ACYB will not be permitted to use the facilities.
- j. To maintain snack bar building at all times, including for graffiti removal on buildings, within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429, and report vandalism immediately to the Public Works Superintendent at 625-9466. ACYB will not attempt to remove Graffiti or make repairs to building.
- k. To deposit, with the CITY representative, the sum of Two Hundred Dollars (\$200) as a refundable cleaning deposit, to ensure the proper care and cleanup of the restrooms. At the end of the playing season, an inspection shall be conducted by CITY and AYCB representatives to ensure that all areas have been properly cared for and cleaned up.
- l. To conform to all safety and health regulations and maintain all CITY installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- m. To be responsible for the payment of an alarm fee at the rate of Forty Dollars (\$40) per month, per field; to remit prompt payment to CITY upon receipt of monthly invoice.
- n. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- o. ACYB agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious

mischief to the property. ACYB shall furnish & supply personnel to conduct and supervise ACYB activities on the premises.

- p. If ACYB elects to use lights for activities conducted after dark, ACYB agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Ten Dollars (\$10) per hour, per field; and ACYB will remit prompt payment to CITY upon receipt of monthly invoice.
- q. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- r. To provide CITY with participant rosters, practice and game schedules.
- s. To provide CITY with financial statements upon request for audit purposes.
- t. To designate one individual as the ACYB's representative to work with the CITY's representative.
- u. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which AYCB had knowledge.
- v. It is agreed that AYCB may use said baseball fields from January 3, 2011, through August 31, 2011, Wednesdays and Fridays, generally commencing at 4:00 p.m. No activities will be conducted past 10:00 p.m.
- w. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at ACYB's sole cost and expense, ACYB shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and ACYB comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence, and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain

language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be cancelled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. ACYB shall furnish CITY with copies of such policies promptly upon receipt of them, or certificate(s) evidencing the insurance.

- x. INDEMNIFICATION: ACYB shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property, including the payment by ACYB of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the ACYB in the activities, use, or occupancy of the PREMISES, including, but not limited to, all consequential damages, to the maximum extent permitted by law.
- y. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the ACYB, unless such person is otherwise regularly employed by and conducting official business of CITY.
- z. To conduct all operations in compliance with the Americans with Disabilities Act.
- aa. LEAGUE shall provide CITY with at least two (2) weeks notice for room reservations for use of CITY facilities for LEAGUE meetings.

**SECTION 2:** CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. ACYB shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.

- d. To provide emergency call-out telephone numbers for use by ACYB. A Contact List containing the emergency telephone numbers is attached.
- e. To invoice ACYB monthly for the costs of separately metered field lighting related to use prior to regular season play.
- f. To designate a CITY representative to work with AYCB on all non-maintenance issues relating to the use of CITY facilities.

**NOW, THEREFORE,** if any terms of this Agreement are not complied with, the Agreement will become null and void and the ACYB will be refused the use of CITY facilities.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
MAYOR, CITY OF MONTCLAIR

ATTEST:

\_\_\_\_\_  
CITY CLERK, CITY OF MONTCLAIR

\_\_\_\_\_  
PRESIDENT  
ALL CITIES YOUTH BASEBALL

\_\_\_\_\_  
SECRETARY  
ALL CITIES YOUTH BASEBALL

# AGENDA REPORT

**SUBJECT:** CONSIDER ADOPTION OF RESOLUTION NO. 11-2872 ADOPTING LOCAL GOALS AND POLICIES FOR COMMUNITY FACILITIES DISTRICTS

CONSIDER ADOPTION OF RESOLUTION NO. 11-2873, A RESOLUTION OF INTENTION WITH RESPECT TO FORMATION OF PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2011-1 (MAINTENANCE AND PUBLIC SAFETY SERVICES) OF THE CITY OF MONTCLAIR

**DATE:** January 3, 2011

**SECTION:** RESOLUTIONS

**ITEM NO.:** 1

**FILE I.D.:** CFD050

**DEPT.:** PUBLIC WORKS/  
ADMIN. SVCS.

## BUSINESS

**PLAN:** STRATEGIC PRIORITY NO. 1, GOAL 2

**REASON FOR CONSIDERATION:** The North Montclair Downtown Specific Plan contains a variety of public improvements, such as parks, public open space, and median islands. The City is responsible for seeing that these public improvements are constructed and maintained after construction. It is beyond the capabilities of the City General Fund to finance these improvements and their maintenance. Therefore, staff is requesting that the City Council consider adopting general goals and policies related to Community Facilities District (CFD) financing as a method to finance public improvements, their maintenance, and associated services in the North Montclair Downtown Specific Plan area. Proposed Resolution No. 11-2872 would adopt general local goals and policies related to all community facilities districts that may come to be formed in the City.

The Paseos is anticipated to be the first residential project developed as a part of the North Montclair Downtown Specific Plan. The property owner and developer of this project is Montclair I MGP, LLC. Montclair I MGP, LLC, will be constructing the public improvements as a part of the project as well as developing a public park in lieu of paying park development fees. There is inadequate General Fund revenue to finance costs for the park, streets, and storm drain maintenance of this development. Therefore, establishment of a CFD for the Paseos project has been recommended by staff as a method to secure revenue for the maintenance costs associated with the street improvements and the public park. In discussion about the proposed project at the public hearing on this matter on May 17, 2010, the City Council requested that the CFD include a public safety component. A public safety factor has been added for consideration. Proposed Resolution No. 11-2873 is a notice of intent to form Community Facilities District No. 2011-1. The Resolution sets February 7, 2011, as the date for a public hearing to consider establishment of the City's first CFD.

As a matter of form, Montclair I MGP, LLC, has provided a written petition requesting the City Council initiate proceedings under the Mello-Roos Community Facilities Act of 1982

Prepared by: M. STAATS  
Proofed by: [Signature]

Reviewed and Approved by: M. STAATS  
Presented by: [Signature]

to establish a CFD for certain maintenance activities and for public safety within the boundaries of its project.

**BACKGROUND:** This report will include a general background of CFDs in addition to information pertaining to the adoption of Resolution Nos. 11-2872 and 11-2873:

### **Community Facilities Districts**

Rather than relying on general fund revenues, the Mello-Roos Community Facilities Act of 1982 was created to provide local governments with an alternate method of financing needed improvements and services. The Act supplies a local government agency or joint powers authority with the ability to finance the construction of public improvements through bond indebtedness and also offers the ability to maintain improvements or charge for certain services, such as police and fire protection.

A CFD is created by action of a local government agency. The district is established within defined property boundaries. A CFD cannot be formed without two-thirds majority vote of the residents living within the proposed boundaries. If there are fewer than 12 residents, the vote is conducted among the current landowners. The CFD may include just a single property owner. Once a CFD is approved, a special tax lien is placed against each property in the CFD. Property owners pay the special tax each year on their ad valorem property tax bill.

By law, a special tax imposed by the CFD cannot be based on the value of the property. Special taxes are based on mathematical formulas that take into account property characteristics, such as use of property, square footage of structures, or lot size. The formula is defined at the time the CFD is formed and would include a maximum special tax amount and a percentage maximum annual increase.

Information regarding Mello-Roos Community Facilities Districts is attached as Exhibit A.

### **Resolution No. 11-2872-Adoption of Local Goals and Policies for Community Facilities Districts**

The Mello-Roos Community Facilities Act requires that, prior to the initiation of proceedings to establish a CFD, a local agency forming such CFD must establish local goals and policies with respect to the CFD. The statement of local goals and policies related to CFDs in the City of Montclair is attached to Resolution No. 11-2872. The goal and policy statement largely relate to procedures for the issuance of debt. The most important elements of the goals and policies include the following:

- Facilities proposed to be financed through the CFD must be owned, operated, or maintained by the City. Special taxes may be used to finance all facilities permitted by the Act. Moreover, special taxes may be used to finance the cost of and expense of maintaining and operating any facility permitted by the Act, regardless of whether such facility was financed through the Act.
- The proposed policy contains provisions to ensure the economic viability of any debt financing. The policy requires that an appraisal of property conclude that the property value is at least three times greater than any debt to be issued.

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- The special tax levy must be sufficient to equal 110 percent of any projected debt service on bonds of a proposed CFD.
- The City, in its discretion, may require that the owner of real property within the proposed CFD provide a letter of credit or other security device which secures the payment of special taxes for that property.

The policy focuses primarily on the issuance of bonds, as these are the requirements of the Mello-Roos Community Facilities Act and provide a basis for the City Council and staff to determine the City's ability to proceed with a land-secured financing. These policies must be adopted even though the proposed CFD will not issue bonds but will only pay for services benefitting the proposed development.

The goal and policy statement should be reviewed by the City Council on a regular basis and may be amended by Resolution of the City Council at any time.

### **Resolution No. 11-2873-Initiating Formation Proceedings for Community Facilities District No. 2011-1**

Adoption of Resolution No. 11-2873 will begin procedures toward formation of Community Facilities District No. 2011-1. The boundaries of the proposed CFD are shown on Exhibit B and incorporate the proposed Paseos development. As previously indicated, the City would not be seeking to issue bond indebtedness. The proposed CFD would be used to pay the cost of the following services:

- Maintenance and lighting of parks, parkways, streets, roads, and open space within the CFD and the operation and maintenance of storm drain systems serving the property within the CFD boundaries.
- Fire protection and suppression services and Police protection services.

Proposed Resolution No. 11-2873 primarily expresses the intention of the City Council to form CFD No. 2011-1 and schedules a public hearing on the establishment of the district for February 7, 2011, at 7:00 p.m. in the City Council Chambers. Attached to the Resolution is a document entitled "Rate and Method of Apportionment for City of Montclair Community Facilities District No. 2011-1." This document sets forth the maximum rates of special taxes that may be levied on parcels of property within the CFD and the method for apportioning or levying those special taxes.

The proposed Resolution contains provisions regarding the system of voting procedures that must be used to establish the CFD. However, in the case of CFD No. 2011-1, there is only one property owner. The property owner may agree to waive the election procedures. In addition, the proposed Resolution also contains a provision that allows for the annexation of additional territory to the proposed CFD upon the unanimous consent of the owners of the property to be annexed:

**FISCAL IMPACT:** The City Council's adoption of Resolution No. 11-2872 should create no fiscal impact for the City. The Council's adoption of Resolution No. 11-2873 will create minor fiscal impact associated with the cost of publishing a legal advertisement setting the public hearing regarding implementation of CFD No. 2011-1. The cost of the advertisement is not anticipated to exceed \$1,500.

**RECOMMENDATION:** Staff recommends the City Council consider adoption of the following Resolutions:

- Resolution No. 11-2872 adopting local goals and policies for Community Facilities Districts.
- Resolution No. 11-2873 adopting a Resolution of Intention with respect to formation of proposed Community Facilities District No. 2011-1 (Maintenance and Public Services) of the City of Montclair and setting a public hearing to consider this matter for February 7, 2011, at 7:00 p.m. in the City Council Chambers.

# California

## PROPERTY TAX INFORMATION



*Any County, City,  
Special District, School  
District or Joint Powers  
Authority can establish  
a Community  
Facilities District  
for the purpose  
of financing  
public facilities  
and services.*

# What is Mello-Roos?

## Background:

In 1978 Californians enacted Proposition 13, which limited the ability of local public agencies to increase property taxes based on a property's assessed value. In 1982, the Mello-Roos Community Facilities Act of 1982 (Government Code §53311-53368.3) was created to provide an alternate method of financing needed improvements and services.

## The Mello-Roos Community Facilities Act of 1982

The Act allows any county, city, special district, school district or joint powers authority to establish a Mello-Roos Community Facilities District (a "CFD") which allows for financing of public improvements and services. The services and improvements that Mello-Roos CFDs can finance include streets, sewer systems and other basic infrastructure, police protection, fire protection, ambulance services, schools, parks, libraries, museums and other cultural facilities. By law, the CFD is also entitled to recover expenses needed to form the CFD and administer the annual special taxes and bonded debt.

## Why is a Mello-Roos CFD Needed?

A CFD is created to finance public improvements and services when no other source of money is available. CFDs are normally formed in undeveloped areas and are used to build roads and install water and sewer systems so that new homes or commercial space can be built. CFDs are also used in older areas to finance new schools or other additions to the community.

## How is a Mello-Roos CFD Formed?

A CFD is created by a sponsoring local government agency. The proposed district will include all properties that will benefit from the improvements to be constructed or the services to be provided. A CFD cannot be formed without a two-thirds majority vote of residents living within the proposed boundaries. Or, if there are fewer than 12 residents, the vote is instead conducted of current landowners. In many cases, that may be a single owner or developer.

Once approved, a Special Tax Lien is placed against each property in the CFD. Property owners then pay a Special Tax each year. If the project cost is high, municipal bonds will be sold by the CFD to provide the large amount of money initially needed to build the improvements or fund the services.

## How is the Annual Charge Determined?

By law (Prop. 13), the Special Tax cannot be directly based on the value of the property. Special Taxes instead are based on mathematical formulas that take into account property characteristics such as use of the property, square footage of the structure and lot size. The formula is defined at the time of formation, and will include a maximum special tax amount and a percentage maximum annual increase.

## How Long Will the Charge Continue?

If bonds were issued by the CFD, special taxes will be charged annually until the bonds are paid off in full. Often, after bonds are paid off, a CFD will continue to charge a reduced fee to maintain the improvements.

## IMPORTANT TO KNOW:

- **Rights to Accelerated Foreclosure.** It is important for CFD property owners to pay their tax bill on time. The CFD has the right (and if bonds are issued, the obligation) to foreclose on property when special taxes are delinquent for more than 90 days. Additionally, any costs of collection and penalties must be paid by the delinquent property owner. This is considerably faster than the standard 5 year waiting period on county ad valorem taxes.
- **Disclosure Requirement for Sellers (California Civil Code §1102.6).** When reselling a property in a CFD, the seller must make a "good faith effort" to obtain a Notice of Special Tax from the local agency that levies the Special Tax, and provide it to the buyer.

[www.californiataxdata.com](http://www.californiataxdata.com)

100 Pacifica, Suite 470  
Irvine, California 92618  
Tel 949-789-0660  
Fax 949-788-0280

**PROPOSED BOUNDARIES OF  
CITY OF MONTCLAIR  
COMMUNITY FACILITIES DISTRICT NO. 2011-1  
(MAINTENANCE AND PUBLIC SAFETY SERVICES)  
COUNTY OF SAN BERNARDINO  
STATE OF CALIFORNIA**

(1) Filed in the office of the Clerk of the City of Montclair this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Clerk of the City of Montclair, California

(2) I hereby certify that the within map showing the proposed boundaries of City of Montclair Community Facilities District No. 2011-1 (Maintenance and Public Safety Services), County of San Bernardino, State of California, was approved by the City Council of the City of Montclair at a regular meeting thereof, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by its Resolution No. \_\_\_\_\_.

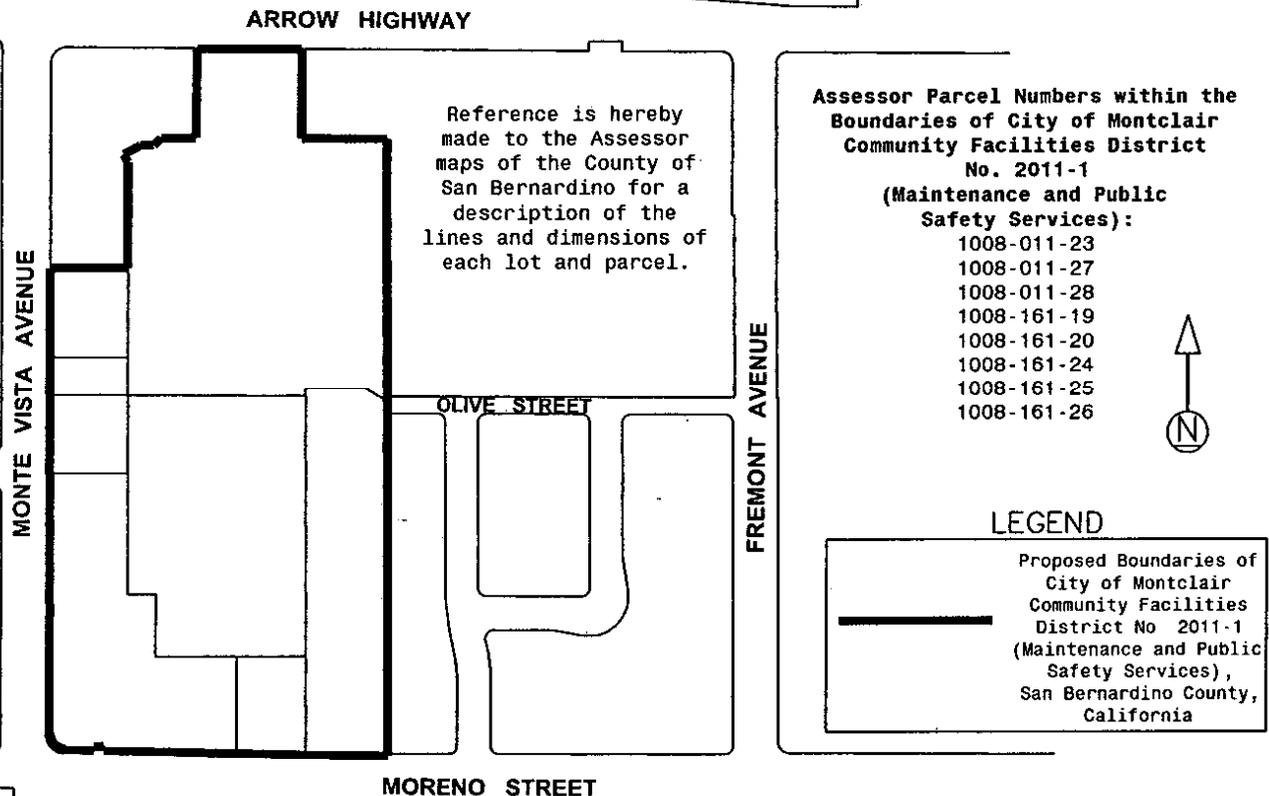
\_\_\_\_\_  
Clerk of the City of Montclair, California.

**(3) San Bernardino County Recorder's Certificate**

This map has been filed under Document Number \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2011, at \_\_\_\_ .m., in Book \_\_\_\_\_ of Maps of Assessment and Community Facilities Districts at page \_\_\_\_\_, at the request of the City of Montclair in the amount of \$ \_\_\_\_\_.

Larry Walker  
Auditor-Controller/Recorder/Treasurer/Tax Collector, County of San Bernardino

By: \_\_\_\_\_  
Deputy Recorder



**RESOLUTION NO. 11-2872**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MONTCLAIR CALIFORNIA,  
ADOPTING LOCAL GOALS AND POLICIES  
FOR COMMUNITY FACILITIES DISTRICTS**

**WHEREAS**, Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act") provides that the City may initiate proceedings to establish a community facilities district pursuant to the Act only if the City Council of the City of Montclair (the "City Council") has first considered and adopted local goals and policies concerning the use of the Act; and

**WHEREAS**, the City Council desires to state its goals and policies concerning the use of the Act.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair does hereby determine and order as follows

**Section 1.** The above recitals are all true and correct.

**Section 2.** The "City of Montclair Local Goals and Policies for Community Facilities Districts" are hereby adopted. A copy of the Goals and Policies is attached hereto as Exhibit "A," and a copy shall be kept on file in the Office of the City Clerk.

**APPROVED AND ADOPTED** this XX day of XX, 2011.

\_\_\_\_\_  
Mayor

**ATTEST:**

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

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 11-2872 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, 2011, and that it was adopted by the following vote, to-wit:

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

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

## Exhibit A

### CITY OF MONTCLAIR, CALIFORNIA LOCAL GOALS AND POLICIES FOR COMMUNITY FACILITIES DISTRICT FINANCING

**1. Introduction.** The following goals and policies are established pursuant to the Mello-Roos Community Facilities Act of 1982 (California Government Code Section 53311 *et seq.*) (the "Act") respecting the establishment of new community facilities districts ("CFDs") and the authorization, issuance, and sale of special tax bonds by the City of Montclair (the "City") on behalf of such CFDs as set forth in the Act. These goals and policies are intended to satisfy the minimum requirements of the Act, and may be amended or supplemented by resolution of the City at any time.

**2. General Policy.** The City may utilize the Act for 1) the acquisition, construction, and/or financing of all or a portion of the cost and expense of certain public capital improvements ("Facilities"); and 2) the financing of all or a portion of the estimated cost and expense of maintaining and operating such Facilities, regardless of whether such Facilities were financed by bonds issued pursuant to the Act. Such Facilities and/or Services (as further defined below) must serve a public purpose for the City and its inhabitants.

**3. Eligible Public Facilities and Services.** Facilities proposed to be financed through a CFD must be owned, operated, or maintained by the City or other public agency or public utility approved by the City. The funding of Facilities to be owned, operated, or maintained by public agencies or public utilities other than the City shall be considered and approved on a case-by-case basis. Any such funding of Facilities to be owned, operated, or maintained by public agencies or public utilities other than the City shall be pursuant to a joint community facilities agreement or joint exercise of powers agreement adopted pursuant to Section 53316.2 of the Act.

Special taxes may be used to finance any and all Facilities permitted by the Act. Moreover, special taxes may be used to finance the cost and expense of maintaining and operating any Facilities permitted by the Act, regardless of whether such Facility was financed under the Act.

In addition, the CFD may also finance certain services ("Services") pursuant to Section 53313 of the Act, including, but not limited to, police protection services, fire protection and suppression services, maintenance of parks, parkways, and open space, flood and storm protection services, and services related to hazardous substance removal or remedial action. The CFD may finance the Services with special taxes approved by a 2/3 vote of the eligible voters as permitted under the Act, provided that such Services are in addition to those provided in the territory of the CFD before it was created, and do not supplant services already available within such territory when the CFD was created.

**4. Priorities for CFD Financing.** Priorities for funding from the proceeds of bonds issued by or on behalf of the CFD shall be given to the following:

- (a) Facilities that constitute regional infrastructure required to serve the proposed development (i.e. "backbone" infrastructure)
- (b) Facilities for which there is a clearly demonstrated public benefit
- (c) Other Facilities permitted by the Act

The City reserves the right to make exceptions to the priorities stated in this Section when circumstances warrant.

**5. Credit Quality Requirements for CFD Bond Issues.**

**5.1. Requirements.** CFD bond issues shall have at least a three to one (3:1) value-to-lien ratio after including the value of the installation of the Facilities to be financed. The value of the property to be assessed shall be based upon either 1) the full cash value as shown on the ad valorem assessment roll; or 2) an appraisal of the property by a certified MAI appraiser selected by the City, conducted in accordance with the standards promulgated by the State of California and otherwise determined applicable by the City.

**5.2. Reserve Fund.** The City may establish a reserve fund in order to increase the credit quality of any CFD bond issue. The City shall determine the amount of such reserve fund with the advice of a financial advisor or the underwriter, as deemed appropriate by the City. In no event may the reserve fund exceed the lesser of 1) maximum annual debt service on the bonds issued; 2) one hundred twenty-five percent (125%) of average annual debt service on the bonds issued; or 3) ten percent (10%) of the original proceeds on the bonds issued. The City will consider, (but is not required to allow), the posting of a letter of credit or other surety in lieu of such a reserve fund. In addition, the City will consider funding all or a portion of the reserve fund from excess special tax funds.

**5.3. Credit Enhancement.** The City may, at its discretion, require additional credit enhancement to increase the credit quality of any CFD bond issue. Such credit enhancements may be required in situations where there is an insufficient value-to-lien ratio, where a substantial amount of the property within a CFD is undeveloped, where tax delinquencies are present in parcels within the CFD, and in any other situation as required by the City. The form of any credit enhancement is subject to the approval by the City, and the City shall impose specific requirements with respect to such credit enhancement on a case-by-case basis.

**5.4. Exceptions.** The City may waive any and all requirements provided in this Section, subject to the provisions of the Act, if the City determines that the proposed bonds do not present any unusual credit risk, or that the proposed bond issue should proceed for specified public policy reasons. A determination by the City pursuant to this subsection 5.4 shall be conclusive upon all persons in the absence of

actual fraud, and neither the City nor the CFD shall have any liability of any kind whatsoever out of, or in connection with, any such determination.

**6. Disclosure to Property Purchasers.** The City shall require compliance with the disclosure provisions of the Act, including but not limited to Sections 53328.3, 53328.5, 53340.2, 53343.1, and 53341.5 of the Act, in order to ensure that prospective property purchasers are fully informed about their taxpaying obligations under the Act. The City reserves the right to require additional disclosure procedures in any particular case.

**7. Special Tax Formulas and Maximum Special Taxes**

**7.1. Special Tax Formula.** Special taxes shall be allocated and apportioned on a reasonable basis to all categories and classes of property within the CFD. Special tax formulas for CFDs shall be structured so as to produce special tax revenues sufficient to pay for, or to provide funds for, the following:

- (a) One hundred ten percent (110%) of projected annual debt service on all CFD bonds issues
- (b) Reasonable and necessary annual administrative expenses of the City related to the CFD
- (c) Amounts required to establish or replenish any reserve fund established for a CFD bond issue
- (d) Amounts to pay directly the costs of Facilities authorized to be financed by a CFD
- (e) Amounts to maintain and operate Facilities as adopted by the eligible voters
- (f) Accumulation of funds reasonably required for future debt service on CFD bonds
- (g) Amounts equal to projected delinquencies in special tax payments
- (h) Costs of remarketing, credit enhancement, or liquidity fees
- (i) Any other costs or payments permitted by the Act

**7.2. Maximum Special Taxes.** The total tax burden on residential owner-occupied parcels ("Residential Parcels") including projected ad valorem property taxes, special taxes, special assessments, and other special taxes for any overlapping CFD, together with the proposed maximum annual special tax, shall not exceed two percent (2%) of the estimated base sales price of such Residential Parcels upon completion of the public and private improvements relating thereto. When the City determines it to be in the best interest of the City, the City may provide for annual special tax increases for Residential Parcels within a CFD, provided that such increases shall not exceed two percent (2%) per annum. The City may provide for a special tax increase in excess of two percent (2%) per annum for non-Residential Parcels. Any and all special taxes are subject to the provisions of the Act.

**7.3. Special Tax Consultant.** The City may retain a special tax consultant to prepare a report which (1) recommends a special tax for the proposed CFD; and (2) evaluates the proposed special tax to determine its ability to adequately fund

identified Facilities, City and CFD administrative costs, services; and other related expenditures including maintenance and operations, if applicable. The analysis of such report shall also address the resulting aggregate tax burden of all proposed special taxes, existing special taxes, ad valorem taxes, and assessments on the properties within the CFD.

**8. Appraisals.** The City shall adopt the definitions, standards, and assumptions provided in the Appraisal Standards for Land Secured Financings published by the California Debt and Investment Advisory Commission, dated May 1994, with the following modifications:

- (a) The independent review appraiser is an option, and not a requirement
- (b) The comparable sales method may be used whenever there is sufficient data available
- (c) The appraiser should assume the presence of the public infrastructure to be financed with the bonds
- (d) The special tax lien need not be computed as the present value of the future tax payments if there is a pre-payment mechanism or other more appropriate measure
- (e) Such other modifications as deemed appropriate by the City after consultation with the underwriter and the Financial Advisor, if any

**9. Market Absorption Study.** The City may, at its discretion, engage a consultant to provide a market absorption study.

**10. Terms and Conditions of Bonds.** All terms and conditions of any CFD bond shall be established by the City Council, acting as the legislative body of the CFD. The City shall control, manage, and invest all CFD bond proceeds.

**RESOLUTION NO. 11-2873**

**A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR WITH RESPECT TO FORMATION OF PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2011-1 (MAINTENANCE AND PUBLIC SAFETY SERVICES) OF THE CITY OF MONTCLAIR**

**WHEREAS**, the City Council of the City of Montclair (the "City Council") has received a written petition from the owner of certain real property within the City of Montclair (the "City") requesting that the City Council initiate proceedings for the formation of a community facilities district pursuant to Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982," for the purpose of providing certain services that are necessary to meet increased demands placed upon the City as a result of the development of said real property and agreeing to the annual levy of special taxes on said property sufficient to pay the costs of such services and costs incidental thereto; and

**WHEREAS**, subdivisions (d) and (e) of Section 53313 of the California Government Code provide that a community facilities district may be established to finance certain types of services, including the maintenance and lighting of parks, parkways, streets, roads and open space; the operation and maintenance of storm drainage systems serving the property within the proposed community facilities district; and public safety services including fire protection and suppression services and police protection services; and

**WHEREAS**, pursuant to Section 53320 of the California Government Code, the City Council is required upon receiving such a written petition to adopt a resolution of intention to establish a community facilities district.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair does hereby determine and order as follows:

**Section 1. Proposed District.** A community facilities district is proposed to be established under the terms of Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982." The name proposed for the community facilities district is "Community Facilities District No. 2011-1 (Maintenance and Public Safety Services) of the City of Montclair, County of San Bernardino, State of California."

**Section 2. Description and Map of Boundaries.** The boundaries of the territory proposed for inclusion in the proposed community facilities district are described and shown on the map entitled "Boundaries of City of Montclair, Community Facilities District No. 2011-1 (Maintenance and Public Safety Services), County of San Bernardino, State of California," which is on file with the City Clerk. Said map is approved; and pursuant to Section 3110 of the California Streets and Highways Code, the City Clerk shall, after complying with the other requirements of Section 3111 of said Code, record the original of said map in her office and not later than 15 days

prior to the date of the public hearing set forth in Section 7 hereof shall file a copy of said boundary map with the County Recorder of the County of San Bernardino.

**Section 3. Types of Services; Incidental Expenses.** It is proposed that the proposed community facilities district shall provide and finance:

*Maintenance Services:* (i) the costs of the maintenance and lighting of parks, parkways streets, roads and open space within the proposed community facilities district; and (ii) the operation and maintenance of storm drainage systems serving the property within the proposed community facilities district and in the surrounding area.

*Public Safety Services:* (i) fire protection and suppression services; and (ii) police protection services.

The proposed community facilities district shall also finance costs associated with the determination of the amount of and the levy and collection of special taxes that are levied to provide such services and costs otherwise incurred in order to carry out the authorized purposes of the community facilities district.

**Section 4. Special Taxes.** Except where funds are otherwise available, special taxes sufficient to pay the costs of the services provided for in Section 3 above and the annual administrative expenses of the City and the proposed community facilities district in determining, apportioning, levying, and collecting such special taxes shall be annually levied within the proposed community facilities district. Pursuant to Section 53340 of the California Government Code, the special taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for *ad valorem* taxes. However, under no circumstances shall the special tax levied against any parcel subject to the levy of the special tax pursuant to the rates and method of apportionment be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within the community facilities district by more than ten (10) percent. The rate and method of apportionment of said special taxes shall be as set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

**Section 5. Exempt Properties.** Pursuant to Section 53340 of the California Government Code, properties of entities of the state, federal, and local governments shall be exempt from the levy of special taxes of the proposed community facilities district.

**Section 6. Necessity.** The City Council finds that the services described in Section 3 hereof are necessary to meet increased demands placed upon the City as a result of development occurring within the boundaries of the proposed community facilities district.

**Section 7. Hearing on Formation.** A public hearing on the formation of the proposed community facilities district shall be held at 7:00 p.m. on February 7, 2011, in the Council Chambers of the City Council, 5111 Benito Street, Montclair, California.

**Section 8. Notice.** The City Clerk shall publish a notice of the time and place of said hearing as required by Section 53322 of the California Government Code and shall also give notice of the time and place of said hearing by first-class mail to each registered voter and to each landowner within the proposed community facilities district as prescribed by Section 53322.4 of said Code. Said notice shall be published at least seven (7) days and mailed at least fifteen (15) days before the date of the hearing and shall contain the information required by said Section 53322.

**Section 9. Report.** The officers of the City who are responsible for providing the services to be financed by the proposed community facilities district, if it is established, are hereby directed, pursuant to the requirements of Section 53321.5 of the California Government Code, to study the proposed community facilities district and, at or before the time of said hearing, file or cause to be filed a report with the City Council containing a brief description of the services by type and an estimate of the cost of providing those services and the incidental expenses to be incurred in connection therewith. All such reports shall be made a part of the record of the hearing to be held pursuant to Section 7 hereof.

**Section 10. Annexation of Territory.** Other property within the boundaries of the City may be annexed into the community facilities district upon the condition that parcels within that territory may be annexed only with the unanimous approval of the owner or owners of each parcel at the time that parcel or those parcels are annexed.

**Section 11. Description of Voting Procedures.** The voting procedures to be followed in conducting the special election on (i) the proposition with respect to the levy of special taxes on the land within the community facilities district to pay the costs of providing the services to be provided by the community facilities district; and (ii) the proposition with respect to the establishment of an appropriations limit for the community facilities district in the amount of \$2,000,000, if the community facilities district is established and such special election (the "special election") is held, shall be as follows:

(a) If at least twelve (12) persons have been registered to vote within the territory of the proposed community facilities district for each of the ninety (90) days preceding the close of the public hearing, the vote in the special election shall be by the registered voters of the proposed community facilities district with each voter having one vote. In that event, the special election shall be conducted by the City Clerk and shall be held on a date selected by the City Council in conformance with the provisions of Section 53326 of the California Government Code and pursuant to the provisions of the California Elections Code governing elections of cities, insofar as they may be applicable; and pursuant to said Section 53326, the ballots for the special election shall be distributed to the qualified electors of the community facilities district by mail with return postage prepaid or by personal service and the special election shall be conducted as a mail ballot election pursuant to Division 4 (commencing with Section 4000) of the California Elections Code.

(b) If twelve (12) persons have not been registered to vote within the territory of the proposed community facilities district for each of the ninety (90) days preceding the close of the public hearing and pursuant to Section 53326 of the

California Government Code, the vote is therefore to be by the landowners of the proposed community facilities district, with each landowner of record at the close of the public hearing having one vote for each acre or portion of an acre of land that he or she owns within the proposed community facilities district; the special election shall be conducted by the City Clerk as follows:

(1) The special election shall be held on the earliest date following adoption by the City Council of the resolution of formation establishing the community facilities district pursuant to Section 53325.1 of said Code and a resolution pursuant to Section 53326 of said Code submitting the propositions with respect to (i) the levy of special taxes to pay the costs of providing the services to be provided by the community facilities district; and (ii) establishment of an appropriations limit therefor to the qualified electors of the proposed community facilities district, upon which such elections can be held pursuant to said Section 53326 that may be selected by the City Council, or such earlier date as the owners of land within the proposed community facilities district and the City Clerk agree and concur is acceptable.

(2) Pursuant to said Section 53326, the special election may be held earlier than ninety (90) days following the close of the public hearing if the qualified electors of the community facilities district waive the time limits for conducting the election set forth in said Section 53326 by unanimous written consent and the City Clerk concurs in such earlier election date as shall be consented to by the qualified electors.

(3) Pursuant to said Section 53326, ballots for the special election shall be distributed to the qualified electors by the City Clerk by mail with return postage prepaid or by personal service.

(4) Pursuant to applicable sections of the California Elections Code governing the conduct of mail ballot elections of cities, and specifically Division 4 (commencing with Section 4000) of the California Elections Code with respect to elections conducted by mail, the City Clerk shall mail or deliver to each qualified elector an official ballot in a form specified by the City Council in the resolution calling the special election and shall also mail or deliver to all such qualified electors a ballot pamphlet and instructions to voter, including a sample ballot identical in form to the official ballot but identified as a sample ballot; a statement pursuant to Section 9401 of said Code; an impartial analysis by the City Attorney pursuant to Section 9280 of said Code with respect to the ballot propositions contained in the official ballot; arguments and rebuttals, if any, pursuant to Sections 9281 to 9287, inclusive, and 9295 of said Code; a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots; and a copy of the resolution of formation establishing the community facilities district, adopted by the City Council pursuant to Section 53325.1 of the California Government Code, provided, however, that such analysis and arguments may be waived with the unanimous consent of all the landowners.

(5) The official ballot to be mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter and shall have

appended to it a certification to be signed by the person voting the official ballot that shall certify that the person signing the certification is the person who voted the official ballot; and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot; that he or she has been authorized to vote such official ballot on behalf of the landowner-voter; that in voting such official ballot, it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the propositions set forth in the official ballot as marked thereon in the voting square opposite each such proposition; and further certifying as to the acreage of the landowner-voter's land ownership within the community facilities district.

(6) The return identification envelope delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner; (ii) the address of the landowner; (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope; (iv) the printed name and signature of the voter; (v) the date of signing and place of execution of said declaration; and (vi) a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(7) The instructions to voter form to be mailed or delivered by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 5:00 p.m. on the date of the election.

(8) Upon receipt of the return identification envelopes that are returned prior to the voting deadline on the date of the election, the City Clerk shall canvass the votes cast in the special election and shall file a statement with the City Council as to the results of such canvass and the election on each proposition set forth in the official ballot.

The procedures set forth in this Section for conducting the special election, if it is held, may be modified as the City Council may determine to be necessary or desirable by a resolution subsequently adopted by the City Council.

**APPROVED AND ADOPTED** this XX day of XX, 2011.

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Mayor

**ATTEST:**

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City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 11-2873 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, 2011, and that it was adopted by the following vote, to-wit:

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

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Donna M. Jackson  
City Clerk

**PROPOSED BOUNDARIES OF  
CITY OF MONTCLAIR  
COMMUNITY FACILITIES DISTRICT NO. 2011-1  
(MAINTENANCE AND PUBLIC SAFETY SERVICES)  
COUNTY OF SAN BERNARDINO  
STATE OF CALIFORNIA**

(1) Filed in the office of the Clerk of the City of Montclair this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Clerk of the City of Montclair, California

(2) I hereby certify that the within map showing the proposed boundaries of City of Montclair Community Facilities District No. 2011-1 (Maintenance and Public Safety Services), County of San Bernardino, State of California, was approved by the City Council of the City of Montclair at a regular meeting thereof, held on the \_\_\_\_ day of \_\_\_\_\_, 2011, by its Resolution No. \_\_\_\_\_.

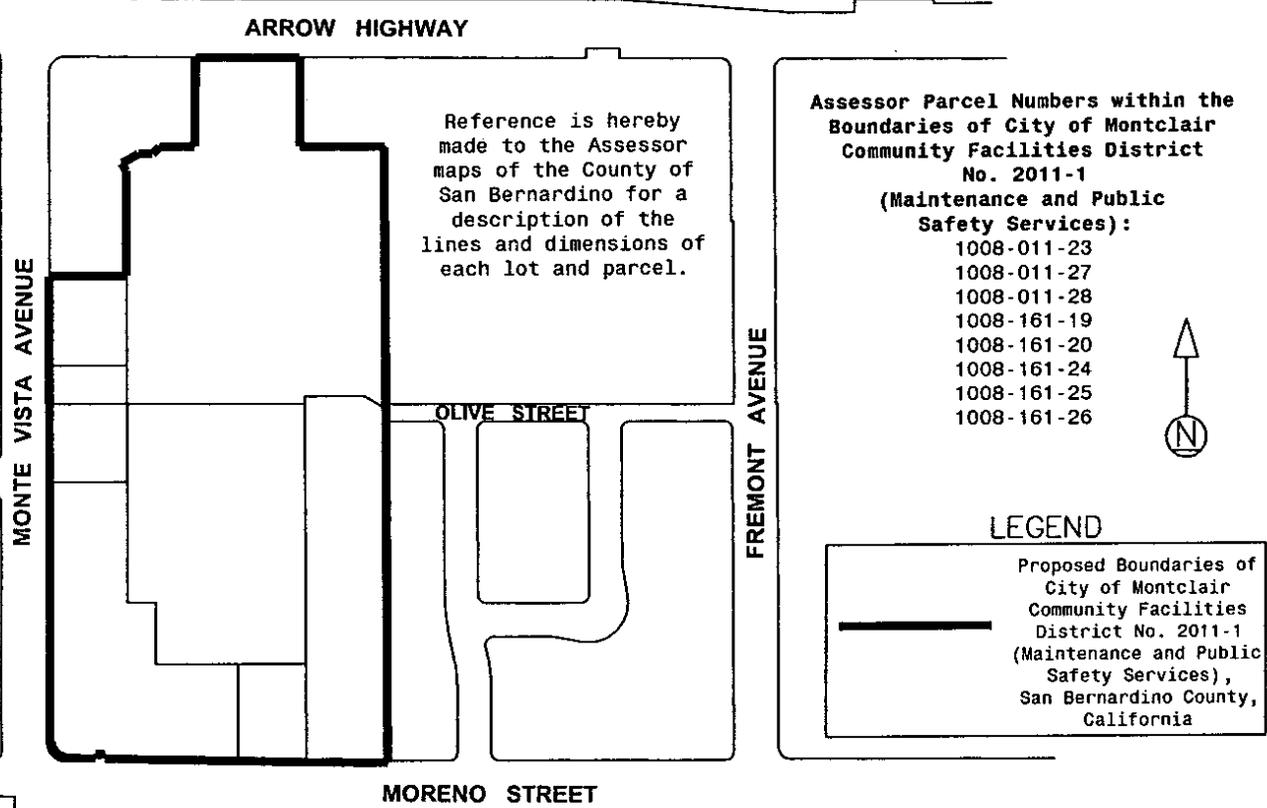
\_\_\_\_\_  
Clerk of the City of Montclair, California

**(3) San Bernardino County Recorder's Certificate**

This map has been filed under Document Number \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2011, at \_\_\_\_ .m., in Book \_\_\_\_\_ of Maps of Assessment and Community Facilities Districts at page \_\_\_\_\_, at the request of the City of Montclair in the amount of \$ \_\_\_\_\_.

Larry Walker  
Auditor-Controller/Recorder/Treasurer/Tax Collector, County of San Bernardino

By: \_\_\_\_\_  
Deputy Recorder



**RATE AND METHOD OF APPORTIONMENT FOR  
CITY OF MONTCLAIR  
COMMUNITY FACILITIES DISTRICT NO. 2011-1  
(MAINTENANCE AND PUBLIC SAFETY SERVICES)**

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels in the City of Montclair Community Facilities District No. 2011-1 (Maintenance and Public Safety Services) ("CFD No. 2011-1") and collected each Fiscal Year commencing in Fiscal Year 2011-2012, in an amount determined by the CFD Administrator, according to the method of apportionment set forth herein. All of the real property in CFD No. 2011-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided. All Special Taxes collected hereunder shall only be used for the Special Tax A Requirement or Special Tax B Requirement, as hereinafter defined, and for no other purpose.

**A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

**"Acre" or "Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map.

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

**"Administrative Expenses"** means the actual or reasonably estimated costs directly related to the formation and administration of CFD No. 2011-1 including, but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs to the City, CFD No. 2011-1 or any designee thereof of complying with City or CFD No. 2011-1 disclosure requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2011-1 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2011-1 for any other administrative purposes of CFD No. 2011-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

**"Assessor's Parcel"** means any real property to which an Assessor's parcel number is assigned as shown on an Assessor's Parcel Map.

**"Assessor's Parcel Map"** means an official map of the County Assessor of the County designating parcels by Assessor's parcel number.

**"Authorized Maintenance Services"** means the (i) maintenance and lighting of parks, parkways, streets, roads, and open space within CFD No. 2011-1 and (ii) the operation and maintenance of storm drainage systems serving the property within CFD No. 2011-1.

**"Authorized Public Safety Services"** means (i) fire protection and suppression services and (ii) police protection services.

**"CFD Administrator"** means the official of the City, or designee thereof, responsible for determining the Special Tax A Requirement and Special Tax B Requirement and providing for the levy and collection of the Special Taxes.

**"CFD No. 2011-1"** means the City of Montclair Community Facilities District No. 2011-1 (Maintenance and Public Safety Services).

**"City"** means the City of Montclair.

**"Consumer Price Index"** means the Consumer Price Index published by the U.S. Bureau of Labor Statistics for "All Urban Consumers" in the Los Angeles - Riverside - Orange County Area, measured as of the month of December in the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index for the Los Angeles - Riverside - Orange County Area.

**"Council"** means the City Council of the City, acting as the legislative body of CFD No. 2011-1.

**"County"** means the County of San Bernardino.

**"Developed Property"** means, for each Fiscal Year, all Taxable Property for which a building permit for new construction was issued as of January 1 of the previous Fiscal Year.

**"Fiscal Year"** means the period starting July 1 and ending on the following June 30.

**"Land Use Class"** means any of the classes listed in Table 1 below.

**"Maximum Special Tax"** means the Maximum Special Tax A and/or Maximum Special Tax B, as applicable.

**"Maximum Special Tax A"** means the Maximum Special Tax A, determined in accordance with Section C.1 below, that can be levied in any Fiscal Year on any Assessor's Parcel of Developed Property within CFD No. 2011-1.

**"Maximum Special Tax B"** means the Maximum Special Tax B, determined in accordance with Section C.1 below, that can be levied in any Fiscal Year on any Assessor's Parcel of Developed Property within CFD No. 2011-1.

**"Non-Residential Property"** means all Assessor's Parcels of Developed Property for which a building permit(s) was issued for a non-residential use.

**"Property Owner Association Property"** means, for each Fiscal Year, any property within the boundaries of CFD No. 2011-1 that was owned by a property owner association, including any master or sub-association, as of January 1 of the prior Fiscal Year.

**"Proportionately"** means, for Developed Property, that the ratio of the actual Special Tax A levy to the Maximum Special Tax A is equal for all Assessor's Parcels of Developed Property and that the ratio of the actual Special Tax B levy to the Maximum Special Tax B is equal for all Assessor's Parcels of Developed Property.

**"Public Property"** means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 2011-1 that was owned by or irrevocably offered for dedication to the federal government, the State, the City or any other public agency as of January 1 of the previous Fiscal Year; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use; and (ii) any property within the boundaries of CFD No. 2011-1 that was encumbered, as of January 1 of the previous Fiscal Year, by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

**"Residential Floor Area"** means all of the square footage of living area within the perimeter of a residential dwelling unit, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area shall be made by reference to the building permit(s) issued for such Assessor's Parcel, or if the square footage is not available from this source, as otherwise determined by the CFD Administrator based on a recorded condominium plan or other available documents.

**"Residential Property"** means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

**"Services Cost Budget"** means that certain budget prepared by the City or an entity performing the Authorized Maintenance Services under agreement with the City for a particular Fiscal Year. The Services Cost Budget for the upcoming Fiscal Year shall be provided to the CFD Administrator by May 31 of each year and the amounts set forth therein shall reflect a reasonable estimate of the costs of providing the Authorized Maintenance Services for the next Fiscal Year based on current and anticipated costs. If no Services Cost Budget is provided, the CFD Administrator shall determine the Services Cost Budget.

**"Special Tax"** means the Special Tax A and/or Special Tax B, as applicable.

**"Special Tax A"** means the annual special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property to fund the Special Tax A Requirement.

**"Special Tax B"** means the annual special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property to fund the Special Tax B Requirement.

**"Special Tax A Requirement"** means that amount required in any Fiscal Year for CFD No. 2011-1 to: (i) pay for Authorized Maintenance Services based on the Services Cost Budget; (ii) pay a share of Administrative Expenses as determined by the CFD Administrator; (iii) pay for reasonably anticipated Special Tax A delinquencies based upon the historical delinquency rate for CFD No. 2011-1; less (iv) a credit for funds available to reduce the annual Special Tax A levy, as determined by the CFD Administrator.

**"Special Tax B Requirement"** means that amount required in any Fiscal Year for CFD No. 2011-1 to: (i) pay for Authorized Public Safety Services; (ii) pay a share of Administrative Expenses as determined by the CFD Administrator; (iii) pay for reasonably anticipated Special Tax B delinquencies based upon the historical delinquency rate for CFD No. 2011-1; less (iv) a credit for funds available to reduce the annual Special Tax B levy, as determined by the CFD Administrator.

**"State"** means the State of California.

**"Taxable Property"** means all of the Assessor's Parcels within the boundaries of CFD No. 2011-1 which are not exempt from the Special Tax pursuant to law or Section E below.

**"Undeveloped Property"** means, for each Fiscal Year, all Taxable Property not classified as Developed Property.

**B. ASSIGNMENT TO LAND USE CATEGORIES**

Each Fiscal Year, all Taxable Property within CFD No. 2011-1 shall be classified as Developed Property or Undeveloped Property, and shall be subject to Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D below. Developed Property shall be classified as Residential Property and Non-Residential Property. Residential Property shall be assigned to Land Use Classes 1 through 6. Non-Residential Property shall be assigned to Land Use Class 7.

The Maximum Special Tax for Residential Property shall be based on the Residential Floor Area of the dwelling unit(s) located on the Assessor's Parcel, as specified in Table 1 below. The Maximum Special Tax for Non-Residential Property shall be based on the Acreage of the Assessor's Parcel.

**C. MAXIMUM SPECIAL TAX**

**1. Developed Property**

The Fiscal Year 2011-12 Maximum Special Tax A and Maximum Special Tax B for each Assessor's Parcel classified as Developed Property shall be the amount shown below in Table 1.

**TABLE 1  
Maximum Special Tax  
for Developed Property**

Land Use Class	Description	Residential Floor Area	FY 2011-2012 Maximum Special Tax A	FY 2011-2012 Maximum Special Tax B
1	Residential Property	≥ 2,300 s.f.	\$410.42 per unit	\$127.45 per unit
2	Residential Property	1,900 – 2,299 s.f.	\$363.06 per unit	\$112.74 per unit
3	Residential Property	1,500 – 1,899 s.f.	\$315.71 per unit	\$98.04 per unit
4	Residential Property	1,100 – 1,499 s.f.	\$268.35 per unit	\$83.33 per unit
5	Residential Property	700 – 1,099 s.f.	\$221.00 per unit	\$68.63 per unit
6	Residential Property	< 700 s.f.	\$173.64 per unit	\$53.92 per unit
7	Non-Residential Property	NA	\$13,752.25 per Acre	\$4,270.46 per Acre

**(a) Increase in the Maximum Special Tax**

On each July 1, commencing on July 1, 2012, the Maximum Special Tax A and Maximum Special Tax B shall be increased based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) per Fiscal Year.

**(b) Multiple Land Use Classes**

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax that can be levied for each Land Use Class located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

2. Undeveloped Property

Neither the Special Tax A nor the Special Tax B shall be levied on Undeveloped Property.

**D. APPORTIONMENT OF THE SPECIAL TAX**

**1. SPECIAL TAX A**

Commencing with Fiscal Year 2011-2012 and for each following Fiscal Year, the Council shall levy the Special Tax A so that the amount of the Special Tax A equals the lesser of the Special Tax A Requirement or the Maximum Special Tax A. The Special Tax A shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax A.

To the extent that the Special Tax A Requirement is greater than the aggregate Maximum Special Tax A, the Special Tax A collected shall first be allocated to pay Administrative Expenses not funded through the Special Tax B Requirement and then to pay for Authorized Maintenance Services.

**2. SPECIAL TAX B**

Commencing with Fiscal Year 2011-2012 and for each following Fiscal Year, the Council shall levy the Special Tax B so that the amount of the Special Tax B equals the lesser of the Special Tax B Requirement or the Maximum Special Tax B. The Special Tax B shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax B.

To the extent that the Special Tax B Requirement is greater than the aggregate Maximum Special Tax B, the Special Tax B collected shall first be allocated to pay Administrative Expenses not funded through the Special Tax A Requirement and then to pay for Authorized Public Safety Services.

Notwithstanding the above, under no circumstances will the Special Tax be levied against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD No. 2011-1 by more than ten percent above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults.

**E. EXEMPTIONS**

Neither the Special Tax A nor the Special Tax B shall be levied on Property Owner Association Property or Public Property. However, should an Assessor's Parcel no longer be classified as Property Owner Association Property or Public Property, its tax-exempt status will be revoked.

**F. APPEALS AND INTERPRETATIONS**

Any landowner or resident may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 30 days in which to appeal to the Council by filing a written notice of appeal with the City Clerk, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for its disagreement with the CFD Administrator's determination.

Interpretations may be made by the Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

**G. MANNER OF COLLECTION**

The Special Tax will be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2011-1 may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

**H. TERM OF SPECIAL TAX**

The Special Tax A shall be levied as long as necessary to meet the Special Tax A Requirement. The Special Tax B shall be levied as long as necessary to meet the Special Tax B Requirement.

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**NOTICE OF HEARING ON RESOLUTION OF INTENTION TO ESTABLISH PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2011-1 (MAINTENANCE AND PUBLIC SAFETY SERVICES) OF THE CITY OF MONTCLAIR**

NOTICE IS HEREBY GIVEN that on January 3, 2011, the City Council of the City of Montclair adopted Resolution No. 11-2873, the Resolution of Intention with respect to the formation of proposed Community Facilities District No. 2011-1 (Maintenance and Public Safety Services) of the City of Montclair, County of San Bernardino, State of California, and that a public hearing on said Resolution of Intention and with respect to the formation of said community facilities district will be held at 7:00 p.m. on February 7, 2011, in the City Council Chambers at the Montclair City Hall, 5111 Benito Street, Montclair, California.

Resolution No. 11-2873 provides in summary as follows:

1. The name proposed for the community facilities district is "Community Facilities District No. 2011-1 (Maintenance and Safety Services) of the City of Montclair, County of San Bernardino, State of California."

2. The boundaries of the territory proposed for inclusion in the proposed community facilities district are shown on the map entitled, "Boundaries of Community Facilities District No. 2011-1 (Maintenance and Public Safety Services) of the City of Montclair, County of San Bernardino, State of California," which is on file with the City Clerk.

3. It is proposed that the proposed community facilities district shall provide and finance the costs of (i) maintenance and lighting of parks, parkways streets, roads, and open space within the proposed community facilities district; and (ii) the operation and maintenance of storm drainage systems serving the property within the proposed community facilities district and in the surrounding area, and also public safety services including (i) fire protection and suppression services; and (ii) police protection services. The proposed community facilities district shall also finance costs associated with the determination of the amount of and the levy and collection of special taxes, which are levied to provide such services and costs otherwise incurred in order to carry out the authorized purposes of the community facilities district.

4. Except where funds are otherwise available, special taxes sufficient to pay the costs of the services provided for in Section 3 above and the annual administrative expenses of the City and the proposed community facilities district in determining, apportioning, levying, and collecting such special taxes shall be annually levied within the proposed community facilities district. The special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. However, under no circumstances shall the special tax levied against any parcel subject to the levy of the special tax pursuant to the rates and methods of apportionment be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within the proposed

community facilities district by more than ten (10) percent. The rates and method of apportionment of said special taxes, which are set forth in Exhibit "A" to Resolution No. 11-2873, are summarized as follows:

**C. MAXIMUM SPECIAL TAX**

1. Developed Property

The Fiscal Year 2011-12 Maximum Special Tax A and Maximum Special Tax B for each Assessor's Parcel classified as Developed Property shall be the amount shown below in Table 1.

TABLE 1  
Maximum Special Tax  
for Developed Property

Land Use Class	Description	Residential Floor Area	FY 2011-2012 Maximum Special Tax A	FY 2011-2012 Maximum Special Tax B
1	Residential Property	≥ 2,300 s.f.	\$410.42 per unit	\$127.45 per unit
2	Residential Property	1,900 - 2,299 s.f.	\$363.06 per unit	\$112.74 per unit
3	Residential Property	1,500 - 1,899 s.f.	\$315.71 per unit	\$98.04 per unit
4	Residential Property	1,100 - 1,499 s.f.	\$268.35 per unit	\$83.33 per unit
5	Residential Property	700 - 1,099 s.f.	\$221.00 per unit	\$68.63 per unit
6	Residential Property	< 700 s.f.	\$173.64 per unit	\$53.92 per unit
7	Nonresidential Property	NA	\$13,752.25 per acre	\$4,270.46 per acre

(a) Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2012, the Maximum Special Tax A and Maximum Special Tax B shall be increased based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) per Fiscal Year.

(b) Multiple Land Use Classes

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax that can be levied for each Land Use Class

located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

2. Undeveloped Property

Neither the Special Tax A nor the Special Tax B shall be levied on Undeveloped Property.

**D. APPORTIONMENT OF THE SPECIAL TAX**

**1. SPECIAL TAX A**

Commencing with Fiscal Year 2011-2012 and for each following Fiscal Year, the Council shall levy the Special Tax A so that the amount of the Special Tax A equals the lesser of the Special Tax A Requirement or the Maximum Special Tax A. The Special Tax A shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax A.

To the extent that the Special Tax A Requirement is greater than the aggregate Maximum Special Tax A, the Special Tax A collected shall first be allocated to pay Administrative Expenses not funded through the Special Tax B Requirement and then to pay for Authorized Maintenance Services.

**2. SPECIAL TAX B**

Commencing with Fiscal Year 2011-2012 and for each following Fiscal Year, the Council shall levy the Special Tax B so that the amount of the Special Tax B equals the lesser of the Special Tax B Requirement or the Maximum Special Tax B. The Special Tax B shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax B.

To the extent that the Special Tax B Requirement is greater than the aggregate Maximum Special Tax B, the Special Tax B collected shall first be allocated to pay Administrative Expenses not funded through the Special Tax A Requirement and then to pay for Authorized Public Safety Services.

Notwithstanding the above, under no circumstances will the Special Tax be levied against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD No. 2011-1 by more than ten percent above the amount that

would have been levied in that Fiscal Year had there never been any such delinquencies or defaults.

5. A public hearing on the establishment of the proposed community facilities district shall be held at 7:00 p.m. on February 7, 2011, in the Council Chambers of the City Council, 5111 Benito Street, Montclair, California.

6. The City Clerk shall publish a notice of the time and place of said hearing and shall also give notice of the time and place of said hearing by first-class mail to each registered voter and to each landowner within the proposed community facilities district. Said notice shall be published at least seven (7) days and mailed at least 15 days before the date of the hearing.

7. The officers of the City who are responsible for providing the services to be financed by the proposed community facilities district, if it is established, are hereby directed to study the proposed district and, at or before the time of said hearing, file or cause to be filed a report with the City Council containing a brief description of the services by type and an estimate of the cost of providing those services and the incidental expenses to be incurred in connection therewith. All such reports shall be made a part of the record of the hearing to be held pursuant to Section 5 hereof.

8. The voting procedures to be followed in conducting the special election on (i) the proposition with respect to the levy of special taxes on the land within the community facilities district to pay the costs of providing the services to be provided by the proposed community facilities district; and (ii) the proposition with respect to the establishment of an appropriations limit for the community facilities district in the amount of \$2,000,000, if the community facilities district is established shall be as follows.

(a) If at least 12 persons have been registered to vote within the territory of the proposed community facilities district for each of the 90 days preceding the close of the public hearing, the vote in the special election shall be by the registered voters of the proposed community facilities district with each voter having one vote. In that event, the special election shall be conducted by the City Clerk, and shall be held on a date selected by the City Council in conformance with the provisions of Section 53326 of the California Government Code and pursuant to the provisions of the California Elections Code governing elections of cities, insofar as they may be applicable, and pursuant to said Section 53326 the ballots for the special election shall be distributed to the qualified electors of the community facilities district by mail with return postage prepaid or by personal service, and the special election shall be conducted as a mail ballot election.

(b) If 12 persons have not been registered to vote within the territory of the proposed community facilities district for each of the 90 days preceding the close of the public hearing, and the vote is therefore to be by the landowners of the community facilities district, with each landowner of record at the close of the public hearing having one vote for each acre or portion of an acre of land that he or she owns

within the proposed community facilities district, the special election shall be conducted by the City Clerk as follows:

(1) The ballots for the special election shall be distributed to the qualified electors by the City Clerk by mail with return postage prepaid, or by personal service. The City Clerk shall mail to each qualified elector an official ballot, and shall also mail to all such qualified electors other required election documents, including a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots.

(2) The instruction to voter form to be mailed by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 5:00 p.m. on the date of the election.

(3) Upon receipt of the return identification envelopes which are returned prior to the voting deadline on the date of the elections, the City Clerk shall canvass the votes cast in the special election, and shall file a statement with the City Council as to the results of such canvass and the election on each proposition set forth in the official ballot.

Resolution No. 11-2873 contains other provisions which are not summarized above. A copy of Resolution No. 11-2873 may be reviewed or obtained at the office of the City Clerk of the City of Montclair located at 5111 Benito Street, Montclair, California.

NOTICE IS FURTHER GIVEN that at the hearing the testimony of all interested persons or taxpayers for or against the establishment of the community facilities district, or the furnishing of specified types of public facilities will be heard. If 50 percent or more of the registered voters residing within the territory proposed to be included in the proposed community facilities district and not exempt from the levy of special taxes, or the owners of one half or more of the area of the land in said territory, file written protests against the establishment of the proposed community facilities district, and protests are not withdrawn so as to reduce the value of the protest to less than a majority, no further proceedings to create the community facilities district or to levy the specified special taxes shall be taken for a period of one year from the date of the decision of the City Council. If majority protests of the registered voters or of the landowners are only against the furnishing of a specified type or types of services within the community facilities district, or against levying a specified special tax, those types of services or the specified special tax will be eliminated from the resolution of formation establishing the community facilities district.

DATED: January 4, 2011

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City Clerk of the City of Montclair

PUBLISH: January 21, 2010

**MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON MONDAY,  
DECEMBER 20 2010, AT 7:40 P.M. IN THE CITY  
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA**

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**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; and City Manager Starr

**III. APPROVAL OF MINUTES**

**A. Minutes of the Regular Personnel Committee Meeting of  
December 8, 2010.**

Moved by Mayor Eaton, seconded by Council Member Ruh, and  
carried unanimously to approve the minutes of the Personnel  
Committee meeting of December 8, 2010.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**

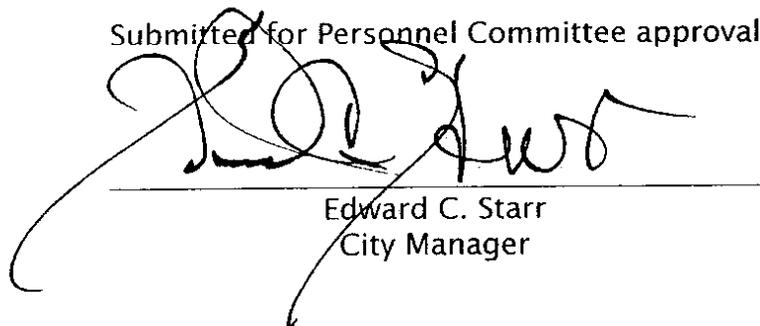
At 7:41 p.m., the Personnel Committee went into Closed Session  
regarding personnel matters related to appointments, resignations/  
terminations, and evaluations of employee performance.

At 8:07 p.m., the Personnel Committee returned from Closed Session.  
Mayor Eaton stated that no announcements would be made at this time.

**VI. ADJOURNMENT**

At 8:07 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr  
City Manager