

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

September 6, 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 and can be accessed the day following the meeting after 10:00 a.m.

Page No.

I. CALL TO ORDER – City Council and Redevelopment Agency and
Montclair Housing Corporation Boards of Directors

II. INVOCATION

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

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. PRESENTATIONS

- A. Introduction of New Employees
- B. Proclamation Declaring the City of Montclair Will Join the National Moment of Remembrance of the 10th Anniversary of September 11

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 Board/MHC Board is prohibited from taking action on items not listed on the agenda.

VII. PUBLIC HEARINGS

- | | | |
|----|--|---|
| A. | Second Reading – Consider Adoption of Ordinance No. 11-925 Amending Section 8.32.010 of the Montclair Municipal Code Pertaining to Maximum Speed Limits on Mills Avenue [CC] | 4 |
| B. | Second Reading – Consider Adoption of Ordinance No. 11-926 Electing to Comply With and Participate in the Voluntary Alternative Redevelopment Program Contained in Part 1.9 of Division 24 of the California Health and Safety Code [CC] | 9 |

VIII. CONSENT CALENDAR

- | | | |
|----|--|----|
| A. | Approval of Minutes | |
| 1. | Minutes of the Regular Joint Council/Agency Board/MHC Board Meeting of August 15, 2011 [CC/RDA/MHC] | |
| B. | Administrative Reports | |
| 1. | Consider Setting a Public Hearing to Consider the Following:

Adoption of Resolution No. 11-2922 Approving an Initial Study and Mitigated Negative Declaration Associated With the 2006-2014 City of Montclair Housing Element [CC]

Approval of a General Plan Amendment for the 2006-2014 City of Montclair Housing Element [CC] | 22 |
| 2. | Consider Receiving and Filing of Alcoholic Beverage Permit Application – Sake 2 Me Sushi [CC] | 27 |
| 3. | Consider Approval of Warrant Register and Payroll Documentation [CC] | 28 |
| C. | Agreements | |
| 1. | Consider Approval of Agreement Nos. 11-113, 11-114, 11-115, 11-116, and 11-117 With Montclair Little League, Montclair Golden Girls Softball League, and All Cities Youth Baseball, Respectively, for Use of Ball Field Facilities [CC] | 29 |
| 2. | Consider Approval of Agreement No. 11-118 With American Youth Soccer Organization for Use of Multi-purpose Field at Saratoga Park [CC] | 53 |
| D. | Resolutions | |
| 1. | Consider Adoption of Resolution No. 11-2923 Adopting a Measure I Five-Year Capital Improvement Program [CC] | 58 |
| 2. | Consider Adoption of Resolution No. 11-2924 Adopting a Five-Year Capital Project Needs Analysis [CC] | 63 |
| 3. | Consider Adoption of Resolution No. 11-2925 Authorizing Investment of Surplus City of Montclair Funds With the Local Agency Investment Fund [CC] | 67 |

- 4. Consider Redevelopment Agency Board of Directors' Adoption of Resolution No. 11-14 Authorizing Investment of Surplus City of Montclair Redevelopment Agency Funds With the Local Agency Investment Fund [RDA]

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IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE - None

XI. COMMUNICATIONS

A. City Attorney/Agency Counsel

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

Agency: City of Montclair

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

B. City Manager/Executive Director

C. Mayor/Chairman

D. Council/Agency Board

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

- 1. Minutes of the Personnel Committee Meeting of August 15, 2011

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

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

XIII. CLOSED SESSION ANNOUNCEMENTS

XIV. ADJOURNMENT OF CITY COUNCIL

The next regularly scheduled City Council, Redevelopment Agency, and Montclair Housing Corporation meetings will be held on Monday, September 19, 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, Yvonne L. Smith, Deputy City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the bulletin board adjacent to the south door of Montclair City Hall on September 1, 2011.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF ORDINANCE
NO. 11-925 AMENDING SECTION 8.32.010
OF THE MONTCLAIR MUNICIPAL CODE
PERTAINING TO MAXIMUM SPEED LIMITS ON
MILLS AVENUE

SECOND READING

DATE: September 6, 2011
SECTION: PUBLIC HEARINGS
ITEM NO.: A
FILE I.D.: TRC625
DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: The California Motor Vehicle Code allows cities to set speed limits on City streets, subject to the process set forth in that Code. Speed limits must be determined by traffic engineering speed surveys and must be redone periodically. Once a speed survey has been completed, the City may set the speed limits by adopting an ordinance. A copy of proposed Ordinance No. 11-925 amending Section 8.32.010 of the Montclair Municipal Code pertaining to maximum speed limits on Mills Avenue is attached for the City Council's review and consideration.

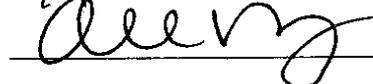
BACKGROUND: On May 2, 2011, the City Council set a public hearing to consider Ordinance No. 11-922 replacing Section 8.32.010 of the Montclair Municipal Code related to maximum speed limits in the City. Periodic speed surveys are required by state law in order to enforce certain speed limits within a city. A speed survey was completed earlier this year, and several changes in speed limits were required.

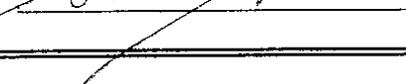
One of the streets surveyed was Mills Avenue. At the time Mills Avenue was surveyed, it was a four-lane roadway (two lanes northbound, two lanes southbound) throughout the City. The posted speed on Mills Avenue was 40 miles per hour, but the survey determined a more appropriate speed limit would be 45 miles per hour along some segments, based on reasons stated in the survey.

Subsequent to the adoption of Ordinance No. 11-922, the City completed a pavement rehabilitation project on Mills Avenue, and restriped the street with just a single vehicular lane in each direction. A Class 2 bike lane was also added to either side. With these changes, the previous speed survey performed on Mills Avenue was no longer considered representative of the actual conditions on Mills Avenue, and, therefore, no longer valid.

In accordance with the Motor Vehicle Code, radar speed checks were performed for the reconstructed and restriped Mills Avenue by Montclair Police Department personnel in July 2011. The results of the speed survey were tabulated and analyzed by Engineering Division staff.

The table on the following page shows various segments of Mills Avenue, direction of travel, currently posted speed limit, average speed, critical speed, and recommended

Prepared by: 
Proofed by: 

Reviewed and Approved by: 
Presented by: 

speed limits. The critical speed, or 85th percentile speed, is the speed at which 85 percent of motorists are traveling at or below, and is generally considered a reasonable, prudent, practical speed. Speed limits are typically set at the 85th percentile speed, rounded to the nearest 5 miles per hour.

**Mills Avenue – Holt Boulevard to Moreno Street
Speed Survey Results**

<i>Segment</i>	<i>Dir.</i>	<i>Speeds (miles per hour)</i>			<i>Rec'd.</i>
		<i>Posted</i>	<i>Average</i>	<i>Critical</i>	
Moreno Street to San Jose Street	SB	40	41	46	45
San Jose Street to San Bernardino Street	SB	40	40	43	40
San Bernardino Street to Holt Boulevard	SB	40	39	42	40
Holt Boulevard to San Bernardino Street	NB	40	38	42	40
San Bernardino Street to San Jose Street	NB	40	39	43	40
San Jose Street to Moreno Street	NB	40	37	41	40

The recommended speed limit of 45 miles per hour for southbound Mills Avenue from Moreno Street to San José Street is consistent with the critical speed surveyed. For most of this segment, development along the west side of Mills Avenue is a cemetery with virtually no access to Mills Avenue. Continuing southbound south of San José Street, the critical speed is 43 miles per hour, which would indicate a recommended speed limit of 45 miles per hour. However, given the critical speed of the following segment, San Bernardino Street to Holt Boulevard at 42 miles per hour, and the similarity of development between the two sections—residential, short block segments, and some sight distance issues—it is recommended that the speed limit remain at 40 miles per hour.

The recommended speed limit for northbound Mills Avenue from Holt Boulevard to Moreno Street is 40 miles per hour. Although the segment between San Bernardino Street and San José Street has a critical speed of 43 miles per hour, suggesting a speed limit of 45 miles per hour would be in order, for continuity the speed should be kept uniform at 40 miles per hour.

Therefore, with the exception of a speed limit increase to 45 miles per hour for southbound Mills Avenue from Moreno Street to San José Street, the speed limits for Mills Avenue will remain at 40 miles per hour.

FISCAL IMPACT: Minor costs are associated with changing speed limits on Mills Avenue. Funds were appropriated in the current budget for making changes to speed limit signs and legends throughout the City. No additional appropriation will be required.

RECOMMENDATION: Staff recommends the City Council adopt Ordinance No. 11-925 amending Section 8.32.010 of the Montclair Municipal Code pertaining to maximum speed limits on Mills Avenue.

ORDINANCE NO. 11-925

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MONTCLAIR AMENDING
SECTION 8.32.010 OF TITLE 8 OF THE
MONTCLAIR MUNICIPAL CODE RELATED
TO MAXIMUM SPEED LIMITS**

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

SECTION I. Amendment to Code. Section 8.32.010 of Title 8 of the Montclair Municipal Code is hereby amended as follows:

Sec. 8.32.010 Prima facie speed limits on certain streets.

The City Council of the City of Montclair determines and declares, upon the basis of engineering and traffic surveys made on or after September 28, 2010, which surveys are public records on file in the offices of the Engineering Division of the Public Works Department of the City, that the prima facie speed limits specified in those sections are reasonable, safe, and most appropriate to facilitate the orderly movement of traffic upon the streets and portions of streets specified in those sections, which streets and portions of streets would otherwise be subject to the prima facie speed limits established in the California Vehicle Code.

These prima facie speed limits shall be effective when appropriate signs giving notice thereof are erected upon the streets and portions of streets to which they pertain.

The provisions of this article shall not apply to any twenty-five (25) mile per hour prima facie speed limit that is applicable when passing a school or the grounds thereof.

Name of Street or Portion of Street Affected	Declared Prima Facie Speed Limit
1. Arrow Highway from the west City Limits to Benson Avenue	45 miles per hour
2. Benito Street from Mills Avenue to Benson Avenue	35 miles per hour
3. Benson Avenue from north City Limits to Moreno Street	40 miles per hour
4. Benson Avenue from Moreno Street to UPRR tracks	35 miles per hour
5. Brooks Street from Silicon Avenue to Benson Avenue	40 miles per hour
6. Central Avenue from the north City Limits to Mission Boulevard	40 miles per hour
7. Central Avenue from Mission Boulevard to Phillips Boulevard	45 miles per hour

- | | |
|--|---------------------------------|
| 8. Fremont Avenue from Arrow Highway to Moreno Street | 40 miles per hour |
| 9. Fremont Avenue from State Street to Mission Boulevard | 35 miles per hour |
| 10. Fremont Avenue from Mission Boulevard to Phillips Boulevard | 30 miles per hour |
| 11. Holt Boulevard from Mills Avenue to Benson Avenue | 45 miles per hour |
| 12. Kingsley Street from Mills Avenue to Benson Avenue | 35 miles per hour |
| 13. Mills Avenue <u>southbound</u> from Moreno Street to San Jose Street | 40 45 miles per hour |
| 14. Mills Avenue <u>southbound</u> from San Jose Street to the UPRR tracks and <u>northbound</u> from UPRR tracks to Moreno Street | 4540 miles per hour |
| 15. Mission Boulevard from the west City Limits to Central Avenue | 45 miles per hour |
| 16. Monte Vista Avenue from the north City Limits to Arrow Highway | 45 miles per hour |
| 17. Monte Vista Avenue from Arrow Highway to San Bernardino Street | 40 miles per hour |
| 18. Monte Vista Avenue from San Bernardino Street to Holt Boulevard | 35 miles per hour |
| 19. Monte Vista Avenue from Holt Boulevard to Phillips Boulevard | 40 miles per hour |
| 20. Moreno Street from Mills Avenue to Monte Vista Avenue | 35 miles per hour |
| 21. Moreno Street from Monte Vista Avenue to Benson Avenue | 40 miles per hour |
| 22. Orchard Street from Mills Avenue to Benson Avenue | 40 miles per hour |
| 23. Palo Verde Street from Mills Avenue to Helena Avenue | 40 miles per hour |
| 24. Palo Verde Street from Monte Vista Avenue to Central Avenue | 40 miles per hour |
| 25. Palo Verde Street from Central Avenue to Benson Avenue | 35 miles per hour |
| 26. Ramona Avenue from Palo Verde Street to Holt Boulevard | 35 miles per hour |
| 27. Ramona Avenue from Holt Boulevard to Phillips Boulevard | 40 miles per hour |
| 28. Richton Street from Monte Vista Avenue to Central Avenue | 40 miles per hour |
| 29. San Bernardino Street from Mills Avenue to Benson Avenue | 40 miles per hour |
| 30. San Jose Street from Mills Avenue to Monte Vista Avenue | 35 miles per hour |
| 31. San Jose Street from Central Avenue to Benson Avenue | 35 miles per hour |
| 32. State Street from the west City Limits to Benson Avenue | 45 miles per hour |

SECTION II. 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 III. Effective Date.

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

SECTION IV. Posting.

The Deputy 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.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 11-925 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

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF ORDINANCE
NO. 11-926 ELECTING TO COMPLY WITH
AND PARTICIPATE IN THE VOUNTARY
ALTERNATIVE REDEVELOPMENT PROGRAM
CONTAINED IN PART 1.9 OF DIVISION 24
OF THE CALIFORNIA HEALTH AND SAFETY
CODE

SECOND READING

DATE: September 6, 2011
SECTION: PUBLIC HEARINGS
ITEM NO.: B
FILE I.D.: RDA050
DEPT.: CITY MGR.

REASON FOR CONSIDERATION: The City Council is requested to consider adoption of Ordinance No. 11-926. If adopted by the City Council, the City would elect to comply with and participate in the Voluntary Alternative Redevelopment Program contained in Part 1.9 of Division 24 of the California Health and Safety Code. Pursuant to the provisions of ABX1 27, the redevelopment continuation bill, a city must enact an ordinance to continue to allow its redevelopment agency to exist.

BACKGROUND: As a part of the Fiscal Year 2011-12 State Budget, the California Legislature enacted, and the Governor signed, companion bills ABX1 26 and ABX1 27. A brief synopsis of both bills follows:

ABX1 26 (The Dissolution Bill): This bill suspended various redevelopment activities and prohibits redevelopment agencies from incurring indebtedness as of the date of its adoption on June 29, 2011. Effective October 1, 2011, the bill dissolves all redevelopment agencies in existence and designates successor agencies. In most cases, the city or county with a redevelopment agency would become the successor agency. The bill imposes various requirements on successor agencies and subjects the successor agency actions to review of oversight boards, largely composed of school district representatives. The successor agency is charged with repaying existing indebtedness, completing performance of existing contractual obligations, and otherwise winding down operations of the agency and preserving agency assets for benefit of the other taxing agencies. Furthermore, nearly all agreements between cities and agencies would be rendered invalid. The legislation requires that all redevelopment agencies submit an "Enforceable Obligation Payment Schedule" to the state by August 28, 2011. This is a statement of all costs and agreements to be paid by the redevelopment agency. After October 1, 2011, all contracts, agreement, and arrangements between cities and redevelopment agencies would be invalidated unless entered into within two years of the date of creation of the agency. The bill subjects redevelopment agencies to certain retroactive provisions. These provisions state that transfers of any assets, including property, that occurred after January 1, 2011, must be returned to the redevelopment agency on or after October 1, 2011. These assets would become available for repayment of redevelopment agency debt and transfer to the auditor-controller for redistribution to the taxing agencies. A redevelopment agency's Housing Fund moneys also becomes subject to redistribution to the taxing agencies.

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

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

ABX1 27 (The Continuation Bill): The bill states that a redevelopment agency may continue to exist and carry out the provisions of the Community Redevelopment Law upon the enactment of an ordinance indicating an agency's intent to participate in the Voluntary Alternative Redevelopment Program prior to November 1, 2011. A city or county enacting an ordinance shall adopt a nonbinding resolution of intent to enact an ordinance prior to October 1, 2011. In order to participate in the Voluntary Alternative Redevelopment Program, the city or county must agree to remit payments to the county auditor-controller for remittance to a Special District Allocation Fund and to the Educational Revenue Augmentation Fund. For Fiscal Year 2011-12, the amount of the payment is determined by formula provided by the California Department of Finance. The payment is a proportional share of \$1.7 billion. In subsequent years, the payment would be determined by the State Department of Finance and would be a proportional share of \$400 million. In choosing to continue redevelopment, a city or county may enter into an agreement with the redevelopment agency in that jurisdiction to transfer tax increment from the redevelopment agency to the city or county for the purposes of making the required remittance. The bill also creates an additional obligation of up to 80 percent of the school districts' share of taxing increment when an agency issues new debt that was not filed on the October 1, 2011 Statement of Indebtedness. When a city or county is unable to make the payment pursuant to the provision of ABX1 27, the redevelopment agency will then become subject to the provisions of ABX1 26.

Supreme Court Action: The California Supreme Court has agreed to hear a legal challenge to ABX1 26 and ABX1 27 pursued by the California Redevelopment Association and the League of California Cities. The Court has stayed most of the redevelopment legislation. However, the court determined redevelopment agencies cannot incur new debt, purchase property, or enter into new contracts until the disposition of the lawsuit. The Court will place this matter on the fast track and anticipates a decision by January 15, 2012.

Redevelopment Agency Special Counsel suggests city councils continue to process continuation ordinances if they have started adoption proceedings. Therefore, Redevelopment Agency staff is recommending that the City Council adopt Ordinance No. 11-926 electing to comply and participate in the Voluntary Alternative Redevelopment Program.

FISCAL IMPACT: The election of the City to participate in the Voluntary Alternative Redevelopment Program would create a cost for the City. The Department of Finance has provided the City with a Fiscal Year 2011-12 remittance amount of \$3,619,042. The future remittance amounts, to be paid by the City, beginning Fiscal Year 2012-13 are difficult to determine at this time. It is estimated that the City of Montclair's payments would be approximately \$800,000 to \$1 million annually. The fact that new debt shown on the Statement of Indebtedness after October 11, 2011, is an additional obligation of 80 percent of the school districts' share is a limiting factor in any future redevelopment agency revenue growth. The City and Redevelopment Agency would enter into an agreement whereby the Redevelopment Agency would provide the funds to the City for payment of all required remittance amounts.

The spreadsheet labeled Exhibit A shows the amount of gross tax increment received by each redevelopment project area using the estimates for Fiscal Year 2011-12. Adequate tax increment exists to pay the \$3.6 million payment to the San Bernardino County Auditor-Controller for Fiscal Year 2011-12. In addition, Exhibit A indicates the amount of unspent

tax allocation bond proceeds or proceeds from refunded bonds available for expenditure. These amounts represent proceeds from tax-exempt and taxable bond issues. Tax-exempt bond proceeds may only be used for public works projects. Taxable bonds may be used to pay for projects involving private property. Major projects waiting to be completed with the bond proceeds include street improvements to North Montclair, including some electrical utility undergrounding, and the potential acquisition of property for the main public plaza shown in the Specific Plan. Improvements in other project areas include upgrades to Sunset Park and Saratoga Park, various improvements to the property adjacent to the Reeder Ranch, and initiation of planning and/or acquisition activities related to the widening of Monte Vista Avenue at the 1-10 Freeway.

The deductions to tax increment revenue shown on Exhibit A are the major sources of indebtedness that must be paid annually. Other budgeted costs for services, supplies, and project costs are not shown. The Redevelopment Agency has no debts to the City at this time. In the event the City Council would choose to dissolve the redevelopment agency, all the bond proceeds in excess of debt service requirements would be used to defease outstanding bond issues. In addition, all Housing Fund moneys would be redistributed as well.

Exhibit B depicts the status of bond indebtedness owed by the Redevelopment Agency. It is important to note that in the Mission Boulevard Joint Project Area, the existing Tax Allocation Notes must be refunded by June 1, 2012.

Exhibit C depicts the properties subject to disposition if the City Council should decide to dissolve the Redevelopment Agency. Although these properties were deeded to the Montclair Housing Corporation or City, the deeds were recorded after January 1, 2011, and, according to ABX1 26, would make them all subject to sale. The proceeds from the sale of land would be distributed to the taxing agencies. These properties include all of the single-family and multifamily housing managed by the Montclair Housing Corporation and all of the other property owned by the Agency including the site for the Police Department Impound Lot and the property adjacent to the Reeder Ranch.

If redevelopment did not exist in the City of Montclair, the City could expect to receive approximately \$1.7 million in property tax on an annual basis. However, with the Redevelopment Agency, the Agency has been able to capture an additional \$6.9 million in annual revenue to benefit the City. The City alone would not have had the revenue to construct the widening of Central Avenue at the 1-10 Freeway, to construct the full freeway interchange at Monte Vista Avenue, or to jumpstart the Ramona Avenue Grade Separation Project. All the revenue received by the Redevelopment Agency is spent on improving the City of Montclair. In addition, without the Redevelopment Agency, the San Antonio Gateway area would still contain blighted and underutilized properties instead of the new 316 dwelling units available there today.

The Redevelopment Agency pays the City over \$1 million annually for salary reimbursement. The Redevelopment Agency pays the partial cost for many positions including City Manager, City Engineer, Assistant Finance Director, Senior and Junior Accountants, one Code Enforcement Officer, and others. In the event the Redevelopment Agency is dissolved, the City will have to pick up salary costs for many of the described positions. In addition to salary costs, the Redevelopment Agency reimburses the City for graffiti abatement in the redevelopment project areas and pays overhead costs to the City for office space and

utilities. The Redevelopment Agency also repays the City interest on any funds lent to the Redevelopment Agency at a higher percentage of interest than could be earned through traditional investments. In general, the City receives approximately \$1.7 million in reimbursements from the Agency.

RECOMMENDATION: Staff recommends that the City Council adopt Ordinance No. 11-926, an Ordinance of the City Council of the City of Montclair electing to comply with and participate in the Alternate Voluntary Redevelopment Program contained in Part 1.9 of Division 24 of the California Health and Safety Code.

EXHIBIT A

CITY OF MONTCLAIR REDEVELOPMENT AGENCY

REDEVELOPMENT AGENCY FINANCIAL POSITION BASED ON FY 2011/12 BUDGET ESTIMATES

	REDEVELOPMENT PROJECT AREA NO. I	REDEVELOPMENT PROJECT AREA NO. III	REDEVELOPMENT PROJECT AREA NO. IV	REDEVELOPMENT PROJECT AREA NO. V	MISSION BOULEVARD JOINT REDEVELOPMENT PROJECT AREA	REDEVELOPMENT AGENCY HOUSING FUNDS
GROSS TAX INCREMENT REVENUE	\$110,800.00	\$5,250,000	\$2,000,000.00	\$4,037,000.00	\$832,000.00	
UNSPENT TAX ALLOCATION BOND PROCEEDS	\$182,000.00	\$2,397,918.24*	\$13,056.47*	\$7,921,629.68*	\$2,445,653.61	
PROCEEDS FROM REFUNDED BONDS / OTHER REVENUE		\$7,594,136.15*	\$700,000*	\$842,500*		
HOUSING FUND TAX INCREMENT REVENUE						\$2,387,000.00
ADDITIONAL HOUSING FUNDS						\$8,368,355.00
DEDUCTIONS TO REVENUE						
• Low and Moderate Income Housing Fund	\$22,000.00	\$1,050,000.00	\$400,000	\$807,000.00	\$166,000.00	
• SB 2557 Tax Collection Charges - SB County	\$1,300.00	\$82,000.00	\$25,000	\$54,000.00	\$10,300.00	
• Tax Sharing Agreements	\$7,000.00	\$1,568,969.00	\$682,104	\$151,290.00	\$166,500.00	
• Debt Service	1997 TA BONDS : \$33,400.00	2007A TA BONDS \$1,583,782.00	2004 TA BONDS \$367,796.00	2001 TA BONDS \$766,200.00	2008 TA NOTES : \$7,800,000.00**	
		2007B TA BONDS \$304,429		2006A TA BONDS \$567,456.00		
				2006B TA BONDS \$155,975.00		
• Salary and Benefit Costs	\$20,118.00	\$255,778.00	\$180,594.00	\$349,914.00	\$0.00	\$243,249.00
BALANCE	\$208,982.00	\$10,397,096.39	\$1,057,562.47	\$9,949,294.68	\$0.00	\$10,512,106.00
PROJECT ESTABLISHMENT DATE	1978	1983	1982	1985	2003	
TIME LIMIT TO INCUR DEBT	2029	2034	2033	2032	2023	

* For Public Works Projects or Private Activity Projects ONLY

** TA Notes Must Be Refinanced 6-1-12

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EXHIBIT B

CITY OF MONTCLAIR REDEVELOPMENT AGENCY

TAX ALLOCATION BONDS

6/30/2011

	ISSUANCE AMOUNT	PRINCIPAL BALANCE	INTEREST OWED	TOTAL	MATURITY DATE	REMAINING BOND PROCEEDS
TAXABLE						
1997 PROJECT AREA 1 (2110)	\$253,790.97	\$225,000.00	\$127,260.00	\$352,260.00	10/1/2021	\$182,000.00
TAX EXEMPT						
2007A PROJECT AREA III (2312)	\$7,988,337.92	\$24,000,000.00	\$18,138,256.56	\$42,138,256.56	9/1/2035	\$1,920,000.00
TAXABLE						
2007B PROJECT AREA III (2316)	\$462,294.98	\$3,165,000.00	\$1,949,471.50	\$5,114,471.50	9/1/2027	\$477,800.00
TAX EXEMPT						
2004 PROJECT AREA IV (2470)	\$3,603,201.77	\$4,745,000.00	\$3,015,137.50	\$7,760,137.50	10/1/2031	\$13,050.00
TAX EXEMPT						
2001A PROJECT AREA V (2590)	\$3,201,758.00	\$9,350,000.00	\$5,953,805.00	\$15,303,805.00	10/1/2030	\$762,270.00
TAXABLE						
2006A PROJECT AREA V (2511)	\$6,721,287.92	\$6,690,000.00	\$6,064,608.00	\$12,754,608.00	10/1/2033	\$3,746,700.00
TAX EXEMPT						
2006B PROJECT AREA V (2515)	\$3,110,455.97	\$3,280,000.00	\$3,006,987.50	\$6,286,987.50	10/1/2033	\$3,412,600.00
TAX EXEMPT						
2008 MISSION BLVD (2610)	\$7,365,350.00	\$7,800,000.00	\$1,249,500.00	\$9,049,500.00	6/1/2012	\$2,400,000.00
TOTAL	\$32,706,477.53	\$59,255,000.00	\$39,505,026.06	\$98,760,026.06		\$12,914,420.00

Exhibit C

PROPERTIES SUBJECT TO PROVISIONS OF ABX1 26

Multifamily and Single-Family Properties

- 4275 Kingsley Street
- 10313 Amherst Avenue
- 10323 Amherst Avenue
- 10330 Amherst Avenue
- 10333 Amherst Avenue
- 10380 Amherst Avenue
- 10383 Amherst Avenue
- 10390 Amherst Avenue
- 10410 Amherst Avenue
- 4791 Canoga Street
- 4811 Canoga Street
- 4820 Canoga Street
- 10333 Pradera Avenue
- 10380 Pradera Avenue
- 10390 Pradera Avenue
- 9448 Carrillo Avenue
- 9644 Central Avenue
- 9741 Central Avenue
- 9751 Central Avenue
- 9761 Central Avenue
- 9815 Central Avenue
- 9916 Central Avenue
- 9945 Central Avenue
- 9963 Central Avenue
- 10079 Central Avenue
- 10087 Central Avenue
- 10215 Central Avenue
- 10235 Central Avenue
- 9010 Fremont Avenue
- 5290 Orchard Street
- 10291 Greenwood Avenue
- 5225 Palo Verde Street
- 5444 Palo Verde Street

Other Properties

- **4385 Holt Boulevard** - This property is located directly west of the Reeder Ranch. The property was purchased by the Redevelopment Agency for the purpose of being used for parking and, possibly, an interpretive center to be constructed in cooperation with the George C. and Hazel H. Reeder Heritage Foundation. The property was purchased with tax allocation bond revenue; and it, therefore, may only be used for a public purpose.

- **5326 San Bernardino Street** – This property contains the structure that was used as the first City Hall. The property was the long-time residence of Phil and Martha Hurst. The property was purchased by the Redevelopment Agency as part of a project that would have redeveloped the northeast corner of Central Avenue and San Bernardino Street.
- **9499 Monte Vista Avenue** – Located on the northeast corner of Monte Vista Avenue and Palo Verde Street, this parcel became the home of Freedom Plaza Park. The property was a remnant parcel left over from the land acquired by the Redevelopment Agency for the Monte Vista Avenue eastbound entrance to the I-10 Freeway. Inadequate to support a building project, the parcel was developed by the Redevelopment Agency as a passive public park.
- **4960 Palo Verde Street** – This property is located directly east of the Monte Vista Avenue eastbound entrance to the I-10 Freeway. The property was a remnant parcel left over from the land acquired by the Redevelopment Agency for the Monte Vista Avenue eastbound entrance to the I-10 Freeway. The Redevelopment Agency improved the parcel with paving and lighting. It has been leased to Ontario Nissan, Inc., for some time. There are approximately ten years remaining on the lease inclusive of the remaining option term.
- **8752 Monte Vista Avenue** – The Redevelopment Agency purchased this property from the San Bernardino Associated Governments (SANBAG) in 1999. SANBAG had received the property in trade from Caltrans when the Montclair Transcenter was completed. The southerly portion of the property was used for construction of the Montclair Police facility. The northern portion of the parcel was improved for lease to Ontario Nissan, Inc. Ontario Nissan, Inc., no longer desires to lease the entire parcel, so the Redevelopment Agency is currently in the process of fencing off a majority of the lot for a Police Department Impound Lot.
- **4985 Richton Street** – This parcel consists of the one-acre property in the center portion of the Montclair Transcenter currently landscaped in grass and containing a child-care center building. The Redevelopment Agency is currently a 50 percent owner of this parcel. The other 50 percent owner of the property is SANBAG.
- **Southeast Corner of Ramona Avenue and State Street** – This vacant parcel is a remnant from the Ramona Avenue grade separation and the ring round that had to be constructed. The parcel is slightly larger than two acres.

ORDINANCE NO. 11-926

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, ELECTING TO COMPLY WITH AND PARTICIPATE IN THE VOLUNTARY ALTERNATIVE REDEVELOPMENT PROGRAM CONTAINED IN PART 1.9 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE

WHEREAS, the Montclair Redevelopment Agency ("Agency") is a community redevelopment agency organized and existing under the California Community Redevelopment Law, Health and Safety Code Sections 33000, *et seq.* ("CRL") and has been authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council ("City Council") of the City of Montclair ("City"); and

WHEREAS, the Agency is engaged in activities necessary and appropriate to carry out the Redevelopment Plans for (i) Redevelopment Project Area No. I, adopted by Ordinance No. 78-461 on June 5, 1978, as amended; (ii) Redevelopment Project Area No. II, adopted by Ordinance No. 79-479 on June 5, 1979, as amended; (iii) Redevelopment Project Area No. III, adopted by Ordinance No. 83-569 on July 5, 1983, as amended; (iv) Redevelopment Project Area No. IV, adopted by Ordinance No. 82-538 on July 6, 1982, as amended; (v) Redevelopment Project Area No. V, adopted by Ordinance No. 86-623 on June 2, 1986, as amended; and (vi) the Mission Boulevard Joint Redevelopment Project Area adopted by City Ordinance No. 03-836 on July 7, 2003, and adopted by County of San Bernardino Ordinance No. 3895 on July 8, 2003 (collectively, the "Redevelopment Plans"); and

WHEREAS, since adoption of the Redevelopment Plans, the Agency has undertaken redevelopment projects in the Project Areas to eliminate blight, to improve public facilities and infrastructure, to renovate and construct affordable housing, and to generate employment opportunities within the community; and

WHEREAS, over the next few years, the Agency hopes to implement a variety of redevelopment projects and programs to continue to eliminate and prevent blight, stimulate and expand the Project Areas' economic growth, create and develop local job opportunities, and alleviate deficiencies in public infrastructure, to name a few; and

WHEREAS, Parts 1.8, 1.85, and 1.9 of Division 24 of the Health and Safety Code were added to the CRL by ABX1 26 and ABX1 27, which measures purport to become effective immediately. ABX1 26 and ABX1 27, which are trailer bills to the Fiscal Year 2011-12 budget bills, were approved by both houses of the Legislature on June 15, 2011 and signed by the Governor on June 29, 2011; and

WHEREAS, Part 1.85 of the CRL ("Part 1.85") provides for the statewide dissolution of all redevelopment agencies, including the Agency, as of October 1, 2011, and provides for, thereafter, a successor agency to administer

the enforceable obligations of the Agency and otherwise wind up the Agency's affairs, all subject to the review and approval by an oversight committee; and

WHEREAS, Part 1.8 of the CRL ("Part 1.8") provides for the restriction of activities and authority of the Agency in the interim period prior to dissolution to certain "enforceable obligations" and to actions required for the general winding up of affairs, preservation of assets, and certain other goals delineated in Part 1.8; and

WHEREAS, the dissolution of the Agency would be detrimental to the health, safety, and economic well being of the residents of the City and cause irreparable harm to the community because, among other reasons, the redevelopment activities and projects made possible, implemented, and funded by the Agency are highly significant and of enduring benefit to the community and the City and are a critical component of its future; and

WHEREAS, Part 1.9 of the CRL ("Part 1.9") provides that a redevelopment agency may continue in operation if a city or county that includes a redevelopment agency enacts an ordinance agreeing to comply with and participate in the Voluntary Alternative Redevelopment Program established in Part 1.9 ("Program"); and

WHEREAS, as a condition of the Agency's continued existence and operation of its redevelopment agency, the City is required to make certain annual remittances to the county auditor-controller pursuant to Chapter 3 of Part 1.9, beginning with a larger upfront remittance for the 2011-12 Fiscal Year ("First Remittance") to be paid in two equal installments on January 15, 2012, and May 15, 2012; and

WHEREAS, the City will have sufficient moneys and revenues to fund an amount equal to the City's payment of the First Remittance and expects to have sufficient moneys and revenues to fund the subsequent annual remittances required by Part 1.9; and

WHEREAS, the City's needs are such that it can commit to spend the funds received from the Agency pursuant to the Agreement to Transfer Tax Increment (defined below) to finance activities within the Redevelopment Projects that are related to accomplishing the goals of the Redevelopment Projects including, but not limited to, attraction and retention of a wide range of businesses, rehabilitation of deteriorated and obsolete structures, development of housing, improvement of infrastructure and public facilities, crime reduction, and blight elimination; and

WHEREAS, the City and Agency intend to execute an agreement pursuant to CRL Section 34194.2, whereby the Agency shall make an initial transfer of a portion of its tax increment to the City in an amount equal to the First Remittance and thereafter to transfer amounts of tax increment equal to any subsequent remittance that the City is required to make to the county auditor-controller pursuant to the City's participation in the Program ("Agreement to Transfer Tax Increment"); and

WHEREAS, the City is aware that the validity, passage, and applicability of ABX1 26 and ABX1 27 may become the subject of a judicial challenge; and

WHEREAS, the City, by the adoption of this Ordinance, does not represent, disclaim, or take any position whatsoever on the issue of the validity of ABX1 26 or ABX1 27, but rather the City seeks to comply with the Constitution and laws of the State of California, including Part 1.9, in order to preserve the ability of the Agency to continue to operate and thereby benefit the community; and

WHEREAS, the City reserves the right to appeal the California Director of Finance's determination of the Fiscal Year 2011-12 community remittance as provided in Health and Safety Code Section 34194; and

WHEREAS, while the City currently intends to make these community remittances, they shall be made under protest and without prejudice to the City's right to recover such amounts and interest thereon to the extent there is a final determination that ABX1 26 and ABX1 27 are unconstitutional; and

WHEREAS, the City reserves the right, regardless of any community remittance made pursuant to this Ordinance, to challenge the legality of ABX1 26 and ABX1 27; and

WHEREAS, to the extent a court of competent jurisdiction enjoins, restrains, or grants a stay on the effectiveness of the Voluntary Alternative Redevelopment Program's payment obligation of ABX1 26 and ABX1 27, the City shall not be obligated to make any community remittance for the duration of such injunction, restraint, or stay; and

WHEREAS, the City has duly considered all other related matters and has determined that the City's participation in the Program is in the best interests of the City; and the health, safety, and welfare of its residents; and in accord with the public purposes and provisions of applicable state and local laws and requirements.

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

SECTION I. The foregoing recitals are true and correct.

SECTION II. The City hereby finds that (i) the dissolution of the Agency would be detrimental and cause irreparable harm to the community and to the health, safety, and economic well being of the citizens of the City; and (ii) the types of activities and projects made possible, implemented, and funded by the Agency are highly significant and of enduring benefit to the community and the City and are a critical component of its future.

SECTION III. The City hereby commits to spend those funds received under the Agreement to Transfer Tax Increment or otherwise pursuant to CRL

Section 34194.2 to finance activities within the Redevelopment Projects that are related to accomplishing the goals of the Redevelopment Projects.

SECTION IV. The City hereby ordains that the City shall comply with the Constitution and the laws of the State of California, including Part 1.9, including the making of the remittances referred to in CRL Section 34194(c) at the times and in the manner described in Part 1.9. This Ordinance is that ordinance referred to in CRL Section 34193 and shall be interpreted and applied in all respects so as to comply with Part 1.9, to the fullest extent permitted by law.

SECTION V. The City Manager is hereby authorized and directed to take action and execute any documents necessary to implement this Ordinance including, but not limited to, notifying on or before November 1, 2011, the Office of the San Bernardino County Auditor-Controller, the State Controller, and the California Department of Finance that the City agrees to comply with the provisions of Part 1.9 as provided under Section 34193, such notice to be in accordance with CRL Section 34193.1.

SECTION VI. The City's remittances to the county auditor-controller made pursuant to Part 1.9 may be paid from any legally available funds of the City not otherwise obligated for other uses in accordance with Section 34194.1. Nothing herein is intended or shall be interpreted to require any payments or impose any financial or other obligation of the City other than in accordance with the Constitution and laws of the State of California including Part 1.9. Except as set forth in Section 7 below, the City Council hereby determines that the City shall make the community remittances set forth in Health and Safety Code Section 34194 *et seq.*

SECTION VII. The City shall not make any community remittance in the event a court of competent jurisdiction either grants a stay on the enforcement of ABX1 26 and ABX1 27 or determines that ABX1 26 and ABX1 27 are unconstitutional and, therefore, invalid and all appeals therefrom are exhausted or unsuccessful or time for filing an appeal therefrom has lapsed. Any community remittance shall be made under protest and without prejudice to the City's right to recover such amount and interest thereon in the event that there is a final determination that ABX1 26 and ABX1 27 are unconstitutional. If there is a final determination that ABX1 26 and ABX1 27 are invalid, this Ordinance shall be deemed to be null and void and of no further force or effect.

SECTION VIII. This Ordinance shall be effective thirty (30) days from and after the date of the final passage and adoption hereof.

SECTION IX. 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 X. Effective Date.

This Ordinance shall be in full force and effect thirty (30) days after passage. This Ordinance shall be effective only upon a determination that the California Supreme Court, or a court of competent jurisdiction, has made a final determination that ABX1 27 is valid and enforceable.

SECTION IX. Posting.

The Deputy 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.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 11-926 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

Yvonne L. Smith
Deputy City Clerk

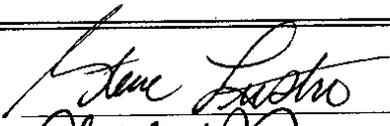
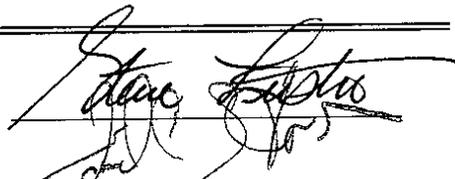
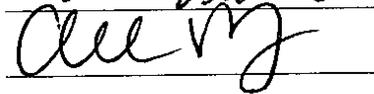
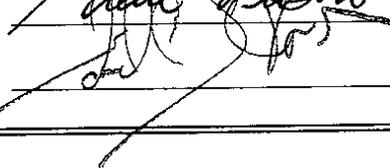
AGENDA REPORT

SUBJECT: CONSIDER SETTING A PUBLIC HEARING TO CONSIDER THE FOLLOWING: ADOPTION OF RESOLUTION NO. 11-2922 APPROVING AN INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION ASSOCIATED WITH THE 2006-2014 CITY OF MONTCLAIR HOUSING ELEMENT APPROVAL OF A GENERAL PLAN AMENDMENT FOR THE 2006-2014 CITY OF MONTCLAIR HOUSING ELEMENT	DATE: September 6, 2011 SECTION: ADMIN. REPORTS ITEM NO.: 1 FILE I.D.: GPL250 DEPT.: COMMUNITY DEV.
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REASON FOR CONSIDERATION: Amendments to the City's adopted General Plan require public hearing review and approval by the City Council.

BACKGROUND: The Housing Element is one of the seven statutorily-required elements of the City's General Plan. The Housing Element establishes the City's official policies related to housing and plans for the long-term provision of housing to meet the needs of the community. In addition, the Housing Element must also comply with State requirements. In accordance with State law, the Housing Element is required to demonstrate that adequate housing opportunities are available to meet the City's Regional Housing Needs Assessment allocation across all income categories. The Housing Element is also required to address recent legislative requirements including AB 2346 (requiring an Adequate Sites Analysis), AB 2634 (requiring the Housing Element to address Extremely Low-Income Households), AB 1233 (identification of sites that are, or will be, appropriately zoned within the first year following Housing Element adoption to accommodate the remaining lower-income need), AB 2348 (establishing the minimum default density), SB 2 (requiring cities to identify zoning districts where Emergency Shelters are permitted by right), and SB 520 (requiring cities to remove constraints and provide for reasonable accommodation of housing designed for persons with disabilities). The Housing Element is required to be reviewed and certified by the California Department of Housing and Community Development (HCD), finding that the Element complies with state law.

The City's Housing Element was last updated in 2000, covering the 1998-2005 planning period; however, that Housing Element was never certified by HCD. The Housing Element is the only component of the General Plan that is required to be updated on a regular schedule set forth by HCD. While the Housing Element for the 2006-2014 planning period was required to be updated by June 30, 2008, the City's deadline was extended past this date because of lengthy negotiations with HCD on certain Housing Element policies.

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

City staff has been working with professional staff from RBF Consulting for almost two years to coordinate the required public meetings for solicitation of public comment in order to prepare the 174-page 2006-2014 Housing Element update for consideration by the Planning Commission and City Council.

ENVIRONMENTAL REVIEW: The Initial Study and Mitigated Negative Declaration (IS/MND) were prepared to evaluate the environmental impacts of the Project in compliance with the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines and in conformance with local CEQA Guidelines. The MND finds that the Project will have less than significant impacts to the environment with the implementation of mitigation measures. The 30-day public review period commenced on July 14, 2011, and concluded on August 12, 2011. Copies of the MND were available at the Community Development counter at City Hall and on the City's website. The MND was also mailed to public agencies and to the State Clearinghouse for review by State agencies. During the public review period, the City received three comment letters from public agencies and utilities. The comment letters, the City's Response to Comments, and a Mitigation Monitoring and Reporting Program are included as part of the Final MND for the City Council's review and reference.

The Planning Commission conducted a public hearing on this item at its regular meeting on August 22, 2011. The Commission expressed unanimous support for the 2006-2014 Housing Element and recommended City Council approval.

FISCAL IMPACT: The cost to publish a Notice of Public Hearing related to Resolution No. 11-2922 approving an Initial Study and Mitigated Negative Declaration associated with the 2006-2014 City of Montclair Housing Element and related General Plan Amendment should not exceed \$400.

RECOMMENDATION: The Planning Commission and staff recommend the City Council set a public hearing for Monday, September 19, 2011, at 7:00 p.m. in the City Council Chambers to consider the following:

1. Adoption of Resolution No. 11-2922 approving an Initial Study and Mitigated Negative Declaration associated with the 2006-2014 City of Montclair Housing Element.
2. Approval of a General Plan Amendment for the 2006-2014 City of Montclair Housing Element.

RESOLUTION NO. 11-2922

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MONTCLAIR ADOPTING AN
INITIAL STUDY AND MITIGATED NEGATIVE
DECLARATION ASSOCIATED WITH THE
2006-2014 CITY OF MONTCLAIR HOUSING
ELEMENT AND APPROVING A GENERAL
PLAN AMENDMENT FOR THE 2006-2014
CITY OF MONTCLAIR HOUSING ELEMENT**

A. Recitals.

WHEREAS, the Housing Element is one of seven statutorily-required elements of the General Plan; and

WHEREAS, the City of Montclair adopted its 1998-2005 General Plan Housing Element in 2000; however, said Housing Element update was not certified by the California Housing and Community Development Department (HCD) as being in substantial compliance with statute; and

WHEREAS, the California Government Code requires cities to review and update their Housing Element every five years according to a schedule set forth by HCD; and

WHEREAS, the City desires to update its Housing Element to ensure that it accurately reflects the City's official housing policy and contains policy actions and programs that address the housing needs of the Montclair community; and

WHEREAS, the City, through its consultant, RBF Consulting, has prepared the 2006-2014 Housing Element, dated July 2011, as an update to its previously adopted Housing Element in compliance with state law; and

WHEREAS, HCD has provided the City with a letter of substantial compliance, indicating that upon adoption by the City Council, the Housing Element will fully comply with state law; and

WHEREAS, the City has prepared an Initial Study/Mitigated Negative Declaration (IS/MND) in compliance with the California Environmental Quality Act (CEQA); and

WHEREAS, the 30-day public review period for the IS/MND commenced on July 14, 2011 and concluded on August 12, 2011; and

WHEREAS, on July 13, 2011, the Notice of Availability of the IS/MND was filed with the San Bernardino County Clerk of the Board for posting and mailed to interested stakeholders, community members, public agencies, and to the State Clearinghouse for review by state agencies; and

WHEREAS, copies of the IS/MND were available during the public review period at the Community Development counter at City Hall and on the City's website; and

WHEREAS, public notice of this item was advertised as a public hearing in the *Inland Valley Daily Bulletin* newspaper on July 15, 2011; and

WHEREAS, the City Council has reviewed and considered the Housing Element along with the information contained in the IS/MND, comments received during the public review period, and responses to comments; and

WHEREAS, based on its review and independent judgment, the City Council finds that the Housing Element will not have a significant effect on the environment with the implementation of mitigation measures; and

WHEREAS, on August 22, 2011, commencing at 7:00 p.m. in the Council Chamber at Montclair City Hall, the Planning Commission conducted a public hearing at which time all persons wishing to testify in connection with the General Plan Amendment for the 2006–2014 City of Montclair Housing Element were heard, and said application was fully studied; and

WHEREAS, on September 19, 2011, commencing at 7:00 p.m. in the Council Chambers at Montclair City Hall, the City Council conducted a public hearing at which time all persons wishing to testify in connection with the General Plan Amendment for the 2006–2014 City of Montclair Housing Element were heard; and said application was fully studied.

B. Findings.

1. *The General Plan Housing Element meets the requirements of Housing Element law (Article 10.6 of the Government Code).*

The Housing Element contains a Needs Assessment, Resources and Constraints Analysis, Review of Past Performance, Housing Policy Program, and Adequate Sites Analysis consistent with state requirements. Further, the California Department of Housing and Community Development (HCD) reviewed the Public Review Draft Housing Element and issued a letter of substantial conformance dated April 7, 2011, finding that the Housing Element substantially conforms to state law. While minor changes were made to the Draft Housing Element after HCD review, the Housing Element content is substantially the same and continues to comply with state law. Following City adoption of the 2006–2014 Housing Element, a copy will be submitted to HCD for final certification.

2. *The Housing Element is generally consistent with the goals and policies stated within all other elements of the City's General Plan.*

The Housing Element has been reviewed and is generally consistent with the remaining elements of the Montclair General Plan.

3. *The Housing Element advances the state's housing goal of "decent housing and a suitable living environment for all members of the community."*

The Housing Element contains a Needs Assessment documenting housing needs in Montclair and establishes policy action programs to meet those needs through the preservation, conservation, improvement, and production of

housing units. The Housing Policy Action Programs aim to provide opportunities for production of new housing units for all income levels and also address housing for special needs groups including seniors, large families, and workforce housing. Accordingly, City adoption of the Housing Element and implementation of the Housing Policy Action Programs advances the State's housing goal of providing "decent housing and a suitable living environment for all members of the community."

C. Resolution.

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

Section 1. The City Council hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

Section 2. The City Council hereby adopts the Mitigated Negative Declaration based on the findings contained in the Initial Study and in Part B of this Resolution.

Section 3. The City Council hereby approves the General Plan Amendment associated with Case No. 2011-8 for the 2006-2014 City of Montclair Housing Element.

BE IT FURTHER RESOLVED that the City Council hereby directs staff to implement the 25 policy action programs identified in the 2006-2014 General Plan Housing Element.

APPROVED AND ADOPTED this XX day of XX, 2011.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 11-2922 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

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING
OF ALCOHOLIC BEVERAGE PERMIT
APPLICATION - SAKE 2 ME SUSHI

DATE: September 6, 2011

SECTION: ADMIN. REPORTS

ITEM NO.: 2

FILE I.D.: FLP

DEPT.: ADMIN. SVCS.

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

BACKGROUND: Ms. Mi Kyoung Jeong is the owner of Sake 2 Me Sushi, Inc., located at 5660 Holt Boulevard. Ms. Jeong recently decided to change the name of the sushi restaurant to Sake 2 Me Sushi from its former name of Joe's Sushi, which has operated at this location since June 2008. This location was originally a Sizzler's restaurant. Because of the name change, Ms. Jeong is required by the California Department of Alcoholic Beverage Control to apply for a fiduciary transfer of the existing Type 41 - "On-Sale Beer and Wine" license. The transfer would allow Ms. Jeong to continue offering the sale and service of beer and wine with meals.

ABC representatives have advised staff that there are no reported violations or issues with the current use, and staff has no objections to the transfer request.

FISCAL IMPACT: No fiscal impact

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

Prepared by: _____

Yvonne L. Smith

Reviewed and
Approved by: _____

Proofed by: _____

Kathy Dalton

Presented by: _____

[Handwritten signature]

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	DATE: September 6, 2011
	SECTION: ADMIN. REPORTS
	ITEM NO.: 3
	FILE I.D.: FIN540
	DEPT.: ADMIN. SVCS.

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

BACKGROUND: Mayor Pro Tem Raft has examined the Warrant Register dated September 6, 2011, and Payroll Documentation dated July 17, 2011; finds them to be in order; and recommends their approval.

FISCAL IMPACT: The Warrant Register dated September 6, 2011, totals \$1,001,275.85. The Payroll Documentation dated July 17, 2011, totals \$603,450.53, with \$431,914.56 being the total cash disbursement.

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

Prepared by:

Yvonne L Smith
Kathy Dalton

Reviewed and
Approved by:

Presented by:

[Handwritten signature]

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NOS. 11-113, 11-114, 11-115, 11-116, AND 11-117 WITH MONTCLAIR LITTLE LEAGUE, MONTCLAIR GOLDEN GIRLS SOFTBALL LEAGUE, AND ALL CITIES YOUTH BASEBALL, RESPECTIVELY, FOR USE OF BALL FIELD FACILITIES

DATE: September 6, 2011

SECTION: AGREEMENTS

ITEM NO.: 1

FILE I.D.: ATH020/215/218

DEPT.: COMMUNITY DEV.

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 fall sports activities. Proposed Agreement Nos. 11-113, 11-114, 11-115, 11-116, and 11-117 have been included for City Council review.

BACKGROUND: Pursuant to proposed Agreement Nos. 11-113 and 11-114, Montclair Little League would use the northwest field at Kingsley Park and the two southern and two northern fields at Saratoga Park for its baseball activities weekdays and Saturdays. Pursuant to proposed Agreement No. 11-115, Montclair Golden Girls Softball League would use Vernon Park for its softball activities on weekdays and Saturdays. Pursuant to Agreement Nos. 11-116 and 11-117, All Cities Youth Baseball would use Essex Park and the northwest field at Kingsley Park for its baseball activities weekdays and Saturdays. Sunday field use by all leagues is only permitted in the event that ball games are rained out.

Montclair Little League, Montclair Golden Girls Softball League, and All Cities Youth Baseball, have each requested the use of lights for activities that may be conducted after dark. The cost of electrical services associated with such lighting will be divided equally between the requesting league and the City of Montclair at the rate of \$10 per hour, per field for such use.

The terms of proposed Agreement Nos. 11-113, 11-114, 11-115, 11-116, and 11-117 with the respective Montclair Little League, Montclair Golden Girls Softball League, and All Cities Youth Baseball are September 15, 2011, through November 30, 2011.

FISCAL IMPACT: A total of approximately \$200,000 (\$50,000 per park) in maintenance, lighting, and upkeep costs is associated with the three leagues' use of the subject parks.

RECOMMENDATION: Staff recommends the City Council approve Agreement Nos. 11-113, 11-114, 11-115, 11-116, and 11-117 with Montclair Little League, Montclair Golden Girls Softball League, and All Cities Youth Baseball, respectively, for use of the subject ball field facilities.

Prepared by:

M. Rachtler
Christine Smedley

Reviewed and
Approved by:

Presented by:

[Signature]
[Signature]

AGREEMENT NO. 11-113
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." This Agreement is contingent upon the LEAGUE fulfilling its prior contract's financial obligations and paying any and all outstanding invoices owed to the CITY. Use of any and all facilities listed herein may not be used until all fees have been paid.

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 September 15, 2011, through November 30, 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 restroom facilities, except restroom 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 restroom facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use; dispose of 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 and 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 deposit, with the CITY representative, the sum of Five Hundred Dollars (\$500) as a security deposit, to ensure the proper and prompt payment of alarm fees, electrical services for elected use of lights, or any incurred damages to facilities associated with the LEAGUE. In the event all invoices or potential damages are paid by the end of this Agreement term, the deposit will be refunded.
- 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 and 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 September 15, 2011, through November 30, 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.
- 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 noncontributing with any insurance that may be carried by CITY; and (3) they cannot be canceled 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 nonmain-tenance 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 _____.

MONTCLAIR LITTLE LEAGUE

CITY OF MONTCLAIR

President

Paul M. Eaton
Mayor

Secretary

ATTEST:

Yvonne L. Smith
Deputy City Clerk

AGREEMENT NO. 11-114
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." This Agreement is contingent upon the LEAGUE fulfilling its prior contract's financial obligations and paying any and all outstanding invoices owed to the CITY. Use of any and all facilities listed herein may not be used until all fees have been paid.

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 September 15, 2011, through November 30, 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.
- h. 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 restroom facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use; dispose of 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 and 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 deposit, with the CITY representative, the sum of Five Hundred Dollars (\$500) as a security deposit, to ensure the proper and prompt payment of alarm fees, electrical services for elected use of lights, or any incurred damages to facilities associated with the LEAGUE. In the event all invoices or potential damages are paid by the end of this Agreement term, the deposit will be refunded.
- u. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- v. To provide CITY with participant rosters, practice and game schedules.
- w. To provide CITY with financial statements upon request for audit purposes.
- x. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- y. 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.
- z. It is agreed that LEAGUE may use said baseball fields from September 15, 2011, through November 30, 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.
- aa. 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 noncontributing with any insurance that may be carried by CITY; and (3) they cannot be canceled 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.

- bb. 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.
- cc. 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.
- dd. To conduct all operations in compliance with the Americans with Disabilities Act.
- ee. 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 nonmain-tenance 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 _____.

MONTCLAIR LITTLE LEAGUE

CITY OF MONTCLAIR

President

Paul M. Eaton
Mayor

Secretary

ATTEST:

Yvonne L. Smith
Deputy City Clerk

AGREEMENT NO. 11-115
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 September 15, 2011, through November 30, 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 restroom facilities, except restroom 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 restroom facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use; dispose of 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 as a result of 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 and 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 and 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 September 15, 2011, through November 30, 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 canceled 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 _____.

GOLDEN GIRLS SOFTBALL LEAGUE

CITY OF MONTCLAIR

President

Paul M. Eaton
Mayor

Secretary

ATTEST:

Yvonne L. Smith
Deputy City Clerk

AGREEMENT NO. 11-116
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 September 15, 2011, through November 30, 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 restroom facilities, except restroom 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 restroom facilities and to furnish all supplies for the restrooms. To police the entire premises after each day's use, dispose of 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 as a result of 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 and 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 and 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 September 15, 2011, through November 30, 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 noncontributing with any insurance that may be carried by CITY; and (3) they cannot be canceled 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 nonmaintenance 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 _____.

ALL CITIES YOUTH BASEBALL

CITY OF MONTCLAIR

President

Paul M. Eaton
Mayor

Secretary

ATTEST:

Yvonne L. Smith
Deputy City Clerk

AGREEMENT NO. 11-117
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 September 15, 2011, through November 30, 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 restroom facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use; dispose of 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.
- 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, and 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 and 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 and 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 September 15, 2011, through November 30, 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 noncontributing with any insurance that may be carried by CITY; and (3) they cannot be canceled 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 nonmaintenance 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 _____.

ALL CITIES YOUTH BASEBALL

CITY OF MONTCLAIR

President

Paul M. Eaton
Mayor

Secretary

ATTEST:

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 11-118 WITH AMERICAN YOUTH
SOCCER ORGANIZATION FOR USE OF
MULTIPURPOSE FIELD AT SARATOGA
PARK

DATE: September 6, 2011

SECTION: AGREEMENTS

ITEM NO.: 2

FILE I.D.: ATH025/PRK550

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The American Youth Soccer Organization (AYSO) has requested use of a City facility to conduct its fall activities. Proposed Agreement No. 11-118 is attached for review and consideration by the City Council.

BACKGROUND: Pursuant to proposed Agreement No. 11-118, AYSO would use the multipurpose field at Saratoga Park for its soccer practices Mondays through Thursdays and for its games on Saturdays during daylight hours only. Sunday field use is only permitted in the event a game is rained out.

The term of proposed Agreement No. 11-118 is September 15, 2011, through November 30, 2011.

FISCAL IMPACT: A total of approximately \$10,000 in maintenance and upkeep costs is associated with AYSO's use of the subject multipurpose field.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 11-118 with the American Youth Soccer Organization for use of the multipurpose field at Saratoga Park.

Prepared by:

M. Richter

Proofed by:

Christine Smudry

Reviewed and
Approved by:

Presented by:

[Handwritten signatures]

AGREEMENT NO. 11-118
WITH AMERICAN YOUTH SOCCER ORGANIZATION
FOR USE OF SARATOGA PARK

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called "CITY," and American Youth Soccer Organization, Ontario-Montclair Region 66, hereinafter called "AYSO."

WITNESSETH:

WHEREAS, CITY presently has a multipurpose field 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 AYSO desires to use for youth soccer activities at such times and hours set forth in Section 1(p). The term of this Agreement is for September 15, 2011, through November 30, 2011.

SECTION 1: AYSO 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 engage in vending of any kind.
- 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. To police the entire premises after each day's use; dispose of 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 AYSO will not be permitted to use the facilities.
- i. To conform with 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.
- j. 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.

- k. AYSO 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. AYSO shall furnish and supply personnel to conduct and supervise the AYSO activities on the premises.
- l. No session to be held under lights.
- m. To provide the Human Services office with a list of the Board of Directors including names, addresses, and telephone numbers.
- n. To designate one individual as the AYSO's representative to work with the CITY's representative.
- o. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency of which AYSO had knowledge.
- p. It is agreed that AYSO may use said multipurpose field September 15, 2011, through November 30, 2011. Practices may be held Mondays through Thursdays from 4:00 to 7:00 p.m. Games will generally commence on Saturdays at 8:00 a.m. and conclude at 6:00 p.m. (Field preparation may begin at 7:00 a.m.)
- q. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at AYSO's sole cost and expense, AYSO shall keep, or cause to be kept, in full force and effect for the mutual benefit of CITY and AYSO 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 in responsible insurance companies licensed to do 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 noncontributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. AYSO shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.
- r. INDEMNIFICATION: AYSO 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 AYSO 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 AYSO in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages, to the maximum extent permitted by law.

- s. 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 AYSO, unless such person is otherwise regularly employed by and conducting official business of CITY.
- t. To conduct all operations in compliance with the Americans with Disabilities Act.
- u. AYSO shall furnish and supply personnel to conduct and supervise AYSO activities on the premises.
- v. AYSO shall provide and maintain portable restrooms from an approved company for participants and spectators. AYSO will prohibit participants and spectators from using the permanent park rest room facilities.
- w. AYSO shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for AYSO 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. AYSO 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 AYSO. A Contact List containing the emergency telephone numbers is attached.
- e. To provide a set of #2004 master padlock keys to AYSO for use of the trash bunker in the north parking lot.
- f. To designate a CITY representative to work with AYSO on all matters related 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 AYSO will be refused the use of the CITY facilities.

APPROVED AND ADOPTED this _____ day of _____.

AMERICAN YOUTH SOCCER
ORGANIZATION

CITY OF MONTCLAIR

Regional Commissioner

Paul M. Eaton
Mayor

Assistant Regional Commissioner

ATTEST:

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION
NO. 11-2923 ADOPTING A MEASURE I FIVE-
YEAR CAPITAL IMPROVEMENT PROGRAM

DATE: September 6, 2011

SECTION: RESOLUTIONS

ITEM NO.: 1

FILE I.D.: TRN510

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: San Bernardino Associated Governments (SANBAG) requires each local jurisdiction to annually update its Measure I Five-Year Capital Improvement Program and Expenditure Strategy proposed to be funded by Measure I. The City Council is requested to consider adoption of Resolution No. 11-2923 adopting the document pursuant to SANBAG requirements. A copy of proposed Resolution No. 11-2923 is attached for the City Council's review and consideration.

BACKGROUND: Measure I 2010-2040, the countywide transportation sales tax program, requires that each local jurisdiction receiving pass-through program revenues annually adopt a Measure I Five-Year Capital Improvement Program that outlines the specific projects upon which those funds are to be expended. Proposed Resolution No. 11-2923 lists various projects proposed to be funded by Measure I for City Council consideration. For most of the 20-year life of the original Measure I, various phases of the Mission Boulevard Corridor Improvement Project were the only projects listed. All Mission Boulevard phases are now completed, although landscape establishment and maintenance for Phase 9 will continue through the end of this fiscal year.

With the completion of the Mission Boulevard improvements, it is proposed that the local pass-through Measure I funds be used for the City's pavement management program for the next several years, and provide supplemental funding for the Monte Vista Avenue/ Union Pacific Railroad Grade Separation Project as needed. This proposal will allow the City to catch up on some deferred maintenance on its local, collector, and arterial streets. The City is also currently working on federal environmental clearance for the grade separation project using federal funds obtained several years ago through Congressman David Dreier's office. The federal funds require a local match. It is proposed that the local pass-through Measure I funds be used for that local match. It is also proposed that these funds be used for right-of-way maintenance until such time as the right-of-way can be cleared of all structures.

SANBAG requires local jurisdictions to include a simple one- or two-paragraph expenditure strategy explaining what they are doing to spend their Measure I money. Proposed Resolution No. 11-2923 includes this expenditure strategy.

Prepared by:




Reviewed and
Approved by:



Proofed by:

Presented by:



FISCAL IMPACT: SANBAG estimates the City would receive \$2,378,373 during the five-year period covered by Fiscal Years 2011–2012 through 2015–2016. This number represents an increase of approximately \$200,000 over the previous five-year period forecast last year. A year-by-year summary of anticipated revenues is included with this report labeled as Attachment E. The last column in the spreadsheet shows the estimated growth rate over the previous year.

Adoption of Resolution No. 11–2923 would allow the City to continue to receive local Measure I pass-throughs. Should the City's priorities change during the year, the expenditure plan can be amended at any time by adopting a new Resolution.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 11–2923 adopting a Measure I Five-Year Capital Improvement Program.

RESOLUTION NO. 11-2923

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MONTCLAIR ADOPTING THE
MEASURE I FIVE-YEAR CAPITAL IMPROVE-
MENT PROGRAM**

WHEREAS, San Bernardino County voters approved passage of Measure I 1990-2010 in November 1989 and renewed as Measure I 2010-2040 in November 2004 authorizing San Bernardino Associated Governments, acting as the San Bernardino County Transportation Authority, to impose a one-half of 1 percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino, and

WHEREAS, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 89-1 of the Authority, and

WHEREAS, Expenditure Plans of the Ordinance require each local jurisdiction receiving revenue from the tax to expend those funds pursuant to a Capital Improvement Program adopted by resolution of the local jurisdiction, and

WHEREAS, Expenditure Plans of the Ordinance also require that each local jurisdiction annually adopt and update its Capital Improvement Plan,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Montclair hereby adopts the Measure I Five-Year Capital Improvement Program and Expenditure Strategy, copies of which are attached to this Resolution.

APPROVED AND ADOPTED this XX day of XX, 2011.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 11-2923 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

Yvonne Smith
Deputy City Clerk

CITY OF MONTCLAIR
MEASURE I FIVE-YEAR PLAN 2011-2016

YEAR	STREET & LIMITS	IMPROVEMENT	NEXUS STUDY PROJECT?	COST ESTIMATE
2011-2012	Monte Vista Ave.-Holt Blvd. to Mission Blvd.	NEPA env. clearance; R/W demo; CPUC grade separation nomination	Yes	\$400,000
	Carlton St.-East of Monte Vista Ave. to end	Construct curb, gutter, sidewalk, drive approaches, and pavement improvements	No	\$250,000
2012-2013	Pradera Avenue-San Bernardino Ct. to Cambridge St.	Grind and overlay	No	\$75,000
	Ramona Avenue-San Bernardino St. to Palo Verde St.	Grind and overlay	No	\$75,000
	Cambridge Street-Pradera Av. to Ramona Av.	Grind and overlay	No	\$75,000
	Fremont Avenue-Mission Bl. to State St.	Install curb, gutter, sidewalk, pavement	No	\$200,000
	Monte Vista Avenue-Holt Bl. to Mission Bl.	Right-of-way clearance	Yes	\$200,000
2013-2014	Princeton Street-Pradera Av. to Ramona Av.	Grind and overlay	No	\$75,000
	Harvard Street-Pradera Av. to Ramona Av.	Grind and overlay	No	\$75,000
	Monte Vista Avenue-Richton St. to Arrow Hwy.	Grind and overlay	No	\$150,000
	Benito Street at Helena Avenue	Install Traffic Signal	No	\$250,000
	Various locations throughout City	Miscellaneous Pavement Maintenance	No	\$100,000
2014-2015	Monte Vista Avenue-Holt Bl. to Kingsley St.	Grind and overlay	No	\$300,000
	Various locations throughout City	Miscellaneous Pavement Maintenance	No	\$300,000
2015-2016	Monte Vista Avenue-Kingsley St. to Orchard St.	Grind and overlay	No	\$300,000
	Various locations throughout City	Miscellaneous Pavement Maintenance	No	\$300,000
		TOTAL		\$3,125,000

Contact: Michael C. Hudson
City Engineer
909-625-9441
Resolution No. 11-2923

Measure I Revenue Estimate (5 years)

\$2,378,373

CITY OF MONTCLAIR
EXPENDITURE STRATEGY
2011/2012

With the adoption of Measure I in 1989, the City of Montclair committed the revenue to be generated from the tax to the rehabilitation of the Mission Boulevard Corridor. This work has been completed. With the extension of the Measure I program, the City will begin using Measure I funds as matching funds for federal funds for its Monte Vista Avenue/Union Pacific Grade Separation Project and reconstructing some of its older streets where routine maintenance is no longer sufficient to keep the streets in a state of good repair. The City will use a "pay as you go" program, performing street reconstruction on selected streets based on the amount of Measure I funding available each year.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION
NO. 11-2924 ADOPTING A FIVE-YEAR
CAPITAL PROJECT NEEDS ANALYSIS

DATE: September 6, 2011

SECTION: RESOLUTIONS

ITEM NO.: 2

FILE I.D.: TRN510

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: The San Bernardino Associated Governments (SANBAG) requires each local jurisdiction to annually update its Five-Year Capital Needs Analysis. The City Council is requested to consider adopting Resolution No. 11-2924 adopting the document pursuant to SANBAG requirements.

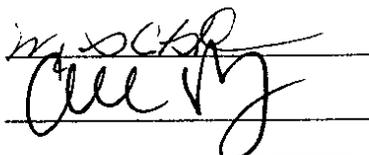
BACKGROUND: Measure I 2010-2040, the countywide transportation sales tax program, requires that each local jurisdiction applying for revenue from the Valley Major Street and Freeway Interchange Programs annually adopt and update a Five-Year Capital Project Needs Analysis (CPNA). The CPNA differs from the Measure I Capital Improvement Program in that the CPNA contains only projects that are included in SANBAG's Nexus program. Nexus projects typically include freeway interchange projects, arterial projects, and grade separation projects. Project funding also includes contributions from developers through the development impact fee program.

CPNA projects that could potentially make use of Valley Major Street and Freeway Interchange Program funds include the reconstruction of the Monte Vista Avenue/I-10 Freeway Interchange Project and the Monte Vista Avenue/Union Pacific Grade Separation Project.

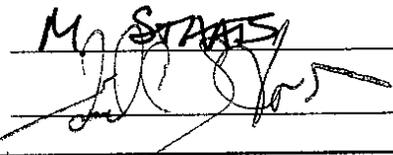
FISCAL IMPACT: There is no immediate fiscal impact to the City with the adoption of Resolution No. 11-2924. The CPNA, as its name implies, is a needs analysis allowing SANBAG to prioritize transportation improvement needs throughout the County. Having projects listed in the CPNA is no guarantee that funds would be made available when needed, but failure to have a project listed would further delay funding until the project was listed.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 11-2924 adopting a Five-Year Capital Project Needs Analysis.

Prepared by:



Reviewed and
Approved by:



Proofed by:

Presented by:

RESOLUTION NO. 11-2924

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MONTCLAIR ADOPTING
THE FIVE-YEAR CAPITAL PROJECTS NEEDS
ANALYSIS FOR FISCAL YEARS 2012/2013
THROUGH 2016/2017**

WHEREAS, San Bernardino County voters approved passage of Measure I in November 2004 authorizing San Bernardino Associated Governments, acting as the San Bernardino County Transportation Authority, to impose a one-half of 1 percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino, and

WHEREAS, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 04-1 of the Authority; and

WHEREAS, the Strategic Plan requires each local jurisdiction applying for revenue from the Valley Major Street and Freeway Interchange Programs to annually adopt and update a Five-Year Capital Project Needs Analysis.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Montclair hereby adopts the Measure I Five-Year Capital Project Needs Analysis for Fiscal Years 2012/2013 through 2016/2017.

APPROVED AND ADOPTED this XX day of XX, 2011.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 11-2924 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

Yvonne Smith
Deputy City Clerk

Capital Project Needs Analysis
City of Montclair
Valley Arterial Sub-Program
(2011 dollars, in \$1,000s - SANBAG will apply escalation factors, by year)

65

Project Information	Phase	Funding	PRIOR*	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Determine an order of magnitude cost for widening Monte Vista Avenue at I-10 Total Project Cost: \$9.22 Total Measure I Request: \$7.56 (need to add cells with MIS) Comments:	PA&ED							
	Total Cost:	\$9.22						
	Fund Type:	MI VFI DEV FEE	\$7.56 \$1.66					
	Other:							
	PS&E							
	Total Cost:	\$0.00						
	Fund Type:							
	Other:							
	ROW							
	Total Cost:	\$0.00						
	Fund Type:							
	Other:							
	CONST							
	Total Cost:	\$0.00						
	Fund Type:							
	Other:							

*Prior includes any FY 2011-2012 allocation

Capital Project Needs Analysis
City of Montclair
Valley Highway-Railroad Grade Separation Sub-Program
(2011 dollars, in \$1,000s - SANBAG will apply escalation factors; by year)

Project Information	Phase	Funding	PRIOR	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Provide right-of-way demolition for Monte Vista/UPRR Grade Separation Project south of State Street Total Project Cost: \$29,101 Total Measure I Request: \$38.11 (need to add cells with M1\$) Comments: All of the right-of-way required for this project has been acquired. It is necessary to clear the right-of-way prior to construction. It is anticipated that federal funds will be used for construction, but prior to that it will be necessary to get NEPA clearance. Project only has CEQA clearance at this time	PA&ED Total Cost:	\$76.22 Fund Type:	\$76.22 \$38.11 \$38.11					
		DEV FEE MI MAJ ST Other: _____						
	PS&E Total Cost:	\$1,025.00 Fund Type:						
		TCRP Other: _____						
	ROW Total Cost:	\$11,000.00 Fund Type:	\$8,458.00					
		TCRP Other: _____	\$2,500.00					
	CONST Total Cost:	\$17,000.00 Fund Type:						
		Other: _____						

*Prior includes any FY 2010-2011 allocation

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 11-2925 AUTHORIZING INVESTMENT OF SURPLUS CITY OF MONTCLAIR FUNDS WITH THE LOCAL AGENCY INVESTMENT FUND

DATE: September 6, 2011

SECTION: ADMIN. REPORTS

ITEM NO.: 3

FILE I.D.: FIN355

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider adoption of Resolution No. 11-2925 authorizing designated City personnel to invest surplus funds with the Local Agency Investment Fund. A copy of proposed Resolution No. 11-2925 is attached for the City Council's review and consideration.

BACKGROUND: The City of Montclair may, from time to time, have surplus funds that may be invested pursuant to the City's Statement of Investment Policy for Calendar Year 2011. Pursuant to Section IX of the Policy, the Local Agency Investment Fund is identified as a permissible investment.

The Local Agency Investment Fund (LAIF) is a voluntary program created by state statute in 1977 as an investment alternative for California's local governments and special agencies. The program offers local agencies the opportunity to participate in a major portfolio that invests hundreds of millions of dollars using the investment expertise of the State of California's Treasurer's Office. The Local Investment Advisory Board provides oversight for LAIF, and all securities are purchased under the authority of Government Code Sections 16430 and 16480.4, which are permissible investments in accordance with the City of Montclair's Statement of Investment Policy. The Local Agency Investment Fund has grown from 293 participants and \$468 million in 1977 to 2,783 participants and \$23 billion in July 2011.

Since the City Council's adoption of Resolution No. 77-1125 on February 22, 1977, authorizing the City to invest in LAIF, designated City personnel have changed significantly. Proposed Resolution No. 11-2925 takes into consideration personnel turnover and includes language that allows successors of certain identified positions to be authorized to invest in LAIF.

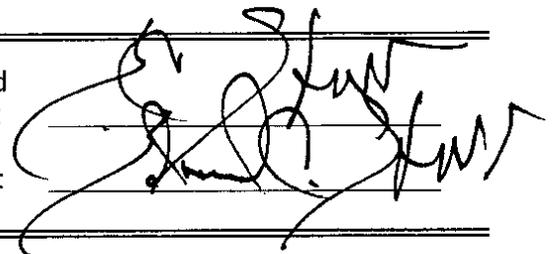
FISCAL IMPACT: Adoption of proposed Resolution No. 11-2925 would create no fiscal impact for the City of Montclair.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 11-2925 authorizing investment of surplus City of Montclair funds with the Local Agency Investment Fund.

Prepared by:



Reviewed and Approved by:



Proofed by:

Rachy Dalton

Presented by:

RESOLUTION NO. 11-2925

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MONTCLAIR AUTHORIZING
INVESTMENT OF MONEYS IN THE LOCAL
AGENCY INVESTMENT FUND**

WHEREAS, pursuant to Chapter 730 of the statutes of 1976, Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated herein is in the best interest of the City of Montclair.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby authorize the deposit and withdrawal of City of Montclair moneys in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein and verification by the State Treasurer's Office of all banking information provided in that regard.

BE IT FURTHER RESOLVED that the following City of Montclair officers or their successors in office shall be authorized to order the deposit or withdrawal of moneys in the Local Agency Investment Fund:

Edward C. Starr
City Manager/Treasurer

Richard E. Beltran
Assistant Finance Director

APPROVED AND ADOPTED this 6th day of September, 2011.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 11-2925 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

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER REDEVELOPMENT AGENCY BOARD OF DIRECTORS' ADOPTION OF RESOLUTION NO. 11-14 AUTHORIZING INVESTMENT OF SURPLUS CITY OF MONTCLAIR REDEVELOPMENT AGENCY FUNDS WITH THE LOCAL AGENCY INVESTMENT FUND

DATE: September 6, 2011
SECTION: ADMIN. REPORTS
ITEM NO.: 4
FILE I.D.: RDA050
DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The Agency Board is requested to consider adoption of Resolution No. 11-14 authorizing designated Agency personnel to invest surplus funds with the Local Agency Investment Fund. A copy of proposed Resolution No. 11-14 is attached for the Agency Board's review and consideration.

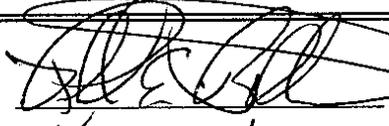
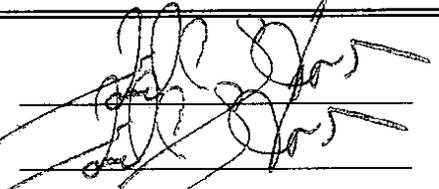
BACKGROUND: The City of Montclair Redevelopment Agency may, from time to time, have surplus funds that may be invested pursuant to the Agency's Statement of Investment Policy for calendar year 2011. Pursuant to Section IX of the Policy, the Local Agency Investment Fund is identified as a permissible investment.

The Local Agency Investment Fund (LAIF) is a voluntary program created by state statute in 1977 as an investment alternative for California's local governments and special agencies. The program offers local agencies the opportunity to participate in a major portfolio that invests hundreds of millions of dollars using the investment expertise of the State of California's Treasurer's Office. The Local Investment Advisory Board provides oversight for LAIF and all securities are purchased under the authority of Government Code Sections 16430 and 16480.4 which are permissible investments in accordance with the City of Montclair Redevelopment Agency's Statement of Investment Policy. The Local Agency Investment Fund has grown from 293 participants and \$468 million in 1977 to 2,783 participants and \$23 billion in July 2011.

Since the Redevelopment Agency Board of Directors' adoption of Resolution No. 85-29 on February 4, 1985, authorizing the Agency to invest in LAIF, designated Agency personnel have changed significantly. Proposed Resolution No. 11-14 takes into consideration personnel turnover and includes language that allows successors of certain identified positions to be authorized to invest in LAIF.

FISCAL IMPACT: Adoption of proposed Resolution No. 11-14 would create no fiscal impact for the City of Montclair Redevelopment Agency.

RECOMMENDATION: Staff recommends the Redevelopment Agency Board of Directors adopt Resolution No. 11-14 authorizing investment of surplus City of Montclair Redevelopment Agency funds with the Local Agency Investment Fund.

Prepared by: 	Reviewed and Approved by: 
Proofed by: <u>Kathy Dalton</u>	Presented by: 

RESOLUTION NO. 11-14

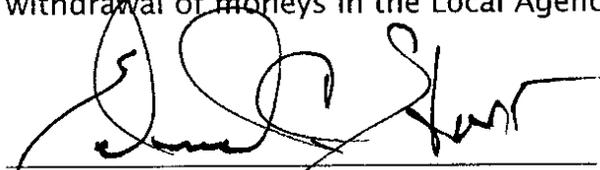
**A RESOLUTION OF THE CITY OF
MONTCLAIR REDEVELOPMENT AGENCY
AUTHORIZING INVESTMENT OF MONEYS
IN THE LOCAL AGENCY INVESTMENT
FUND**

WHEREAS, pursuant to Chapter 730 of the statutes of 1976, Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

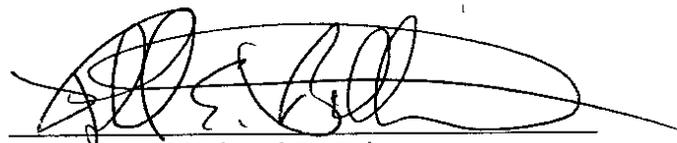
WHEREAS, the Redevelopment Agency Board of Directors does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated herein is in the best interest of the City of Montclair Redevelopment Agency.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the City of Montclair Redevelopment Agency does hereby authorize the deposit and withdrawal of City of Montclair Redevelopment Agency moneys in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein and verification by the State Treasurer's Office of all banking information provided in that regard.

BE IT FURTHER RESOLVED that the following City of Montclair Redevelopment Agency officers or their successors in office shall be authorized to order the deposit or withdrawal of moneys in the Local Agency Investment Fund:



Edward C. Starr
Executive Director/Treasurer



Richard E. Beltran
Assistant Finance Director

APPROVED AND ADOPTED this XX day of XX, 2011.

Chairman

ATTEST:

Agency Secretary

I, Yvonne L. Smith, Secretary of the City of Montclair Redevelopment Agency, DO HEREBY CERTIFY that Resolution No. 11-14 was duly adopted by the Agency Board of said Agency and was approved by the Chairman of said Agency at a regular meeting of said Agency Board 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

Yvonne L. Smith
Agency Secretary

MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
AUGUST 15, 2011, AT 8:05 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Eaton called the meeting to order at 8:05 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 August 1, 2011.

Moved by City Manager Starr, seconded by Council Member Ruh, and carried unanimously to approve the minutes of the Personnel Committee meeting of August 1, 2011.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

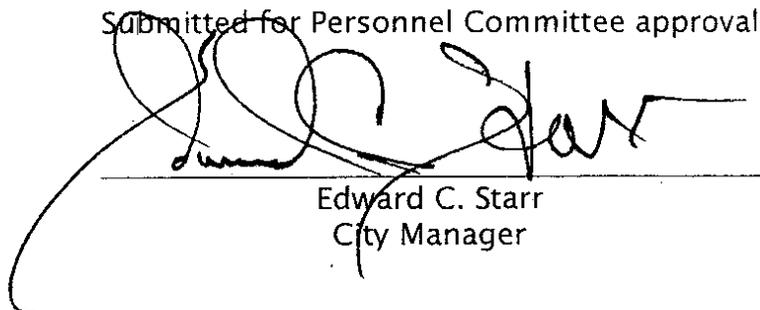
At 8:06 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 8:32 p.m., the Personnel Committee returned from Closed Session. Mayor Eaton stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 8:32 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager