

**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

July 18, 2011

7:00 p.m.

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

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

Page No.

**I. CALL TO ORDER** - City Council 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 Employee
- B. Presentation of 2011 Home Beautification Awards

**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. Consider Adoption of Resolution No. 11-2907 Establishing Various Fees Related to Undergrounding of Utilities [CC] 5
- B. Consider Adoption of Resolution No. 11-2908 Amending the Fee Schedule for the Collection and Disposal of Residential Refuse [CC] 10
- C. Second Reading - Consider Adoption of Ordinance No. 11-924 Replacing Section 11.72.270 of the Montclair Municipal Code Related to Temporary and Special Event Sign Permits [CC] 22

**VIII. CONSENT CALENDAR**

- A. Approval of Minutes
  - 1. Minutes of the Regular Joint Council/Agency Board/MHC Board Meeting of July 5, 2011 [CC/RDA/MHC]
- B. Administrative Reports
  - 1. Consider Receiving and Filing of Treasurer's Report [CC] 30
  - 2. Consider Approval of Warrant Register and Payroll Documentation [CC] 31
  - 3. Consider Receiving and Filing of Treasurer's Report [RDA] 32
  - 4. Consider Approval of Warrant Register [RDA] 33
  - 5. Consider Receiving and Filing of Treasurer's Report [MHC] 34
  - 6. Consider Approval of Warrant Register [MHC] 35
  - 7. Consider Authorizing Submittal of a Letter to Chase Bank Allowing Bank-Approved Developers to Participate in the REO Community Revitalization Program in the City of Montclair [CC] 36
  - 8. Consider Approval of the Filing of a Notice of Completion for the Mills Avenue Rehabilitation Project; Reduction of Faithful Performance Bond to 10 Percent; and Retention of Payment Bond for Six Months [CC]  
  
Consider Release of Retention 30 Days After Recordation of Notice of Completion [CC] 39
- C. Agreements
  - 1. Consider Approval of Agreement No. 11-57 With Burrtec Waste Industries, Inc., (Vendor) Succeeding Agreement No. 93-6 and Amendments Thereto and Granting Vendor an Exclusive Franchise for Solid Waste Management Services [CC]

(Continued on next page)

Consider Authorization of Conversion to Automated Residential Greenwaste Collection Program [CC] 41

2. Consider Approval of Agreement No. 11-83 With L.D. King, Inc., in the Amount of \$39,900 for Construction Staking Services for the Mission Boulevard Improvement Phase 9 Project [CC]

Consider Authorization for City Manager to Amend the Agreement Scope of Services as May be Necessary for a Total Increase Not to Exceed \$5,000 [CC] 105

3. Consider Approval of Agreement No. 11-94 With the San Bernardino Associated Governments for Traffic Signal Coordination and Timing Maintenance [CC] 120

4. Consider Approval of Agreement No. 11-95 With the California Department of Education to Provide Summer After-School Programs [CC] 136

5. Consider Approval of Agreement No. 11-96 With the Office of the State Controller, Division of Audits, for Annual Street Report Preparation Services [CC] 139

6. Consider City Council's Approval of Agreement No. 11-97, a Lease Agreement by and Between the Montclair Housing Corporation and the City of Montclair for Lease of the 9916 Central Avenue Property [CC/MHC]

Consider Montclair Housing Corporation Board of Directors' Approval of Agreement No. 11-97, a Lease Agreement By and Between the Montclair Housing Corporation and the City of Montclair for Lease of the 9916 Central Avenue Property [CC/MHC] 143

D. Resolutions

1. Consider Adoption of Resolution No. 11-2917 Declaring the Need for a Housing Authority to Function in the City, Declaring that the Members of the City Council Shall Serve as the Commissioners of the Housing Authority, and Designating the Mayor to Serve as the Chairman [CC] 150

2. Consider Adoption of Resolution No. 11-2918 Designating Officers of the Montclair Housing Authority, Adopting Personnel Rules and Regulations and a Conflict of Interest Code, and Providing for the Time and Place of Holding Regular Meetings of the Montclair Housing Authority [CC] 153

**IX. PULLED CONSENT CALENDAR ITEMS**

**X. RESPONSE - None**

**XI. COMMUNICATIONS**

- A. City Attorney/Agency Counsel
- 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 July 5, 2011 157

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

*The next regularly scheduled City Council, Redevelopment Agency, and Montclair Housing Corporation meetings will be held on Monday, August 1, 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 July 14, 2011.*

# AGENDA REPORT

**SUBJECT:** CONSIDER ADOPTION OF RESOLUTION NO. 11-2907 ESTABLISHING VARIOUS FEES RELATED TO UNDERGROUNDING OF UTILITIES

**DATE:** July 18, 2011

**SECTION:** PUBLIC HEARINGS

**ITEM NO.:** A

**FILE I.D.:** UTL050

**DEPT.:** PUBLIC WORKS

**REASON FOR CONSIDERATION:** On June 6, 2011, the City Council set a public hearing to consider Ordinance No. 11-923 regarding the undergrounding of utilities in the City. A public hearing and first reading of that Ordinance was conducted on June 20, 2011. Second reading and adoption occurred on July 5, 2011. Ordinance No. 11-923 includes a provision for an in lieu fee to be paid when the cost to underground utilities is disproportionate to the development cost. The in lieu fee is to be set by Resolution. A copy of proposed Resolution No. 11-2907 establishing various fees related to undergrounding of utilities is attached for the City Council's review and consideration.

**BACKGROUND:** The California Public Utilities Commission has established a practice of undergrounding overhead utilities. Reasons include safety, reliability, and aesthetics. The Commission's Rule 20 sets policies and procedures for the conversion of overhead power lines and other equipment to underground facilities.

It is the intent of Ordinance No. 11-923 to automatically exempt developers from undergrounding requirements when certain conditions apply. It is also the intent of Ordinance No. 11-923 to allow a developer to appeal a requirement to underground or pay an in lieu fee rather than underground. It may not be economically feasible to underground overhead utilities less than 600 feet in length. An in-fill lot development, for example, with a width of 60 feet might have to underground several hundred feet of overhead wires. The Ordinance allows the developer to "opt out" of undergrounding by paying a fee to the City equal to the cost of undergrounding just that portion within the frontage of the development. Ordinance No. 11-923 allows the establishment of fees for both appeals and in lieu payments to be set by Resolution.

Proposed Resolution No. 11-2907 establishes the following fees:

- In lieu electrical undergrounding \$190 per foot
- In lieu telecommunications undergrounding \$130 per foot
- Application for undergrounding exception \$220
- Application for City Council appeal \$100

Prepared by:

*M. Staats*  
*Ally My*

Reviewed and Approved by:

*M. STAATS*  
*[Signature]*

Proofed by:

Presented by:

For comparison purposes, the attached spreadsheet lists several cities with in lieu fee programs and the fees charged per frontage foot of development.

**FISCAL IMPACT:** There are potential positive but unknown fiscal impacts associated with proposed Resolution No. 11-2907. The in lieu fees proposed would generate revenue for the City that could be used for undergrounding utilities throughout the City.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 11-2907 establishing various fees related to undergrounding of utilities.

## SUMMARY OF CITIES ON UTILITY UNDERGROUNDING

City	Required by Muni Code	Exemption Process	Authority to Exempt	In Lieu	Fee per foot
Chino	Y	Y	C.E.	Y	Note 1
Chino Hills	N	N/A	N/A	N/A	N/A
Claremont	Y	Y	P.C.	Y	Note 2
Fontana	Y	Y	C.E.	Y	\$150
Ontario	Y	Y	C.E.	Y	Note 3
Pomona	Y	Y	B.O.	N	N/A
Rancho Cucamonga	N-Note 4	Y	P.C.	Y	Note 4
Rialto	Note 5	N/A	N/A	N/A	N/A
San Bernardino	Note 5	N/A	N/A	N/A	N/A
San Dimas	Y	Y	P.C.	N	N/A
Upland	Y	Y	P.C.	N	N/A
Montclair	Proposed	Y	C.M.	Y	Note 6

Note 1-Chino in lieu fees are approved by City Engineer based on recent undergrounding costs.

Note 2-Claremont fees set by resolution and last updated in the 1980s: Electric-\$133; Telephone-\$96; Cable TV-\$50.

Note 3-Ontario in lieu fees are approved by City Engineer and range from \$150-\$200 for electrical only to \$300-\$350 for electrical and telecommunications combined.

Note 4-Rancho Cucamonga requirement for undergrounding established by Planning Commission resolution. Fees are: Electric-\$250; Telephone-\$50; Cable TV-\$27.

Note 5-Rialto and San Bernardino through establishment of utility underground districts only.

Note 6-Proposed Montclair fees: Electric-\$190; Telecommunications-\$130

### Abbreviations

N-No

Y-Yes

P.C.-Planning Commission

C.M.-City Manager

C.E.-City Engineer

B.O.-Building Official

N/A-Not applicable

**RESOLUTION NO. 11-2907**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MONTCLAIR ESTABLISHING  
VARIOUS FEES IN ACCORDANCE WITH  
ORDINANCE NO. 11-923**

**WHEREAS**, the City Council adopted Ordinance No. 11-923 on the 5th day of July, 2011, becoming effective 30 days thereafter; and

**WHEREAS**, Ordinance No. 11-923 requires developers as defined by Ordinance No. 11-923 to underground utilities within and adjacent to developers' properties; and

**WHEREAS**, Ordinance No. 11-923 includes a provision for an in lieu fee to be paid to the City under certain conditions; and

**WHEREAS**, Ordinance No. 11-923 includes provisions for requesting an exception to the undergrounding requirement through the City Manager and an appeal process of the City Manager's decision through the City Council; and

**WHEREAS**, Ordinance No. 11-923 requires in lieu fees, exception application fees, and appeals fees to be set by Resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair does hereby establish the following fees in accordance with Ordinance No. 11-923, to wit:

In Lieu Fee for Electrical Lines:	\$190 per foot
In Lieu Fee for Telecommunication Lines	\$130 per foot
Application for Undergrounding Exception	\$220
Application for City Council Appeal	\$100

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

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Mayor

**ATTEST:**

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Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 11-2907 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2011, and that it was adopted by the following vote, to-wit:

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

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Yvonne L. Smith  
Deputy City Clerk

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER ADOPTION OF RESOLUTION NO. 11-2908 AMENDING THE FEE SCHEDULE FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL REFUSE	<b>DATE:</b> July 18, 2011
	<b>SECTION:</b> PUBLIC HEARINGS
	<b>ITEM NO.:</b> B
	<b>FILE I.D.:</b> REF285
	<b>DEPT.:</b> ADMIN. SVCS.

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**REASON FOR CONSIDERATION:** The City Council is requested to consider adoption of Resolution No. 11-2908 amending the fee schedule for the collection and disposal of residential refuse. A copy of proposed Resolution No. 11-2908 is attached for the City Council's review and consideration.

**BACKGROUND:** Chapter 6.16 of the Montclair Municipal Code requires all refuse and waste material accumulating within Montclair's jurisdictional boundaries be removed by the City or its duly authorized agent. The City, through separate agreements with Burrtec Waste Industries, Inc. (Burrtec) for solid waste removal and the County of San Bernardino for household hazardous waste disposal, provides for elimination of residential-generated refuse.

The full range of refuse services includes weekly curbside pickup of solid waste, green-waste, and recyclables; the disposal of household hazardous waste at designated sites; and on-demand haul away of refuse and large bulky items. For this convenience, residents and businesses are assessed a monthly charge, billed bimonthly—every two months, or six billings annually. Furthermore, with City Council approval this evening of Agreement No. 11-57 with Burrtec Waste Industries, Inc. for solid waste services, all residential regular route solid waste collection provided under contract with Burrtec would become fully automated in Fiscal Year 2011-12.

Proposed Agreement No. 11-57 provides for the annual adjustment of residential refuse service rates by a percentage increase not to exceed the *All Cities Consumer Price Index* (CPI) for the *Los Angeles-Riverside-Orange Co. Area, All-Items Indexes, All Urban Consumers, for the year ending in January*, not to exceed 5 percent per annum. Burrtec last requested and received a cumulative 5 percent residential Refuse Service Rate adjustment effective June 1, 2009. Burrtec is not requesting a residential refuse rate adjustment for Fiscal Year 2011-12; however, City staff is proposing the addition of a new rate component to residential refuse rates: the general sanitation fee—an assessment to reimburse for the cost of general community maintenance issues including graffiti abatement, alleyway maintenance, illegal dumping, property cleanup, sanitation services, and removal of abandoned bulky items in neighborhoods and alleyways.

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Prepared by:

Proofed by:

Reviewed and  
Approved by:

Presented by:

**Table 1** below identifies cost components of Montclair's *Total Monthly Household Refuse Rate* including current and proposed rates. **Table 1** also indicates that adoption of proposed Resolution No. 11-2908 would increase the *Total Monthly Household Refuse Rate* from \$22.51 to \$25.36, an increase of \$2.85. Senior households would continue to be charged a refuse rate that is 20 percent below the monthly refuse fee for nonsenior households—the monthly senior household rate would increase from \$18.01 to \$20.29, an increase of \$2.28.

**Table 1**  
**Total Monthly Household Refuse Rate Components**  
**Current and Proposed Residential Refuse Rates**

<i>Fee Components</i>	<i>Current</i>	<i>Proposed</i>
Refuse service rate	\$ 10.32	\$ 10.32
Recycling service rate	\$ 3.19	\$ 3.19
Refuse landfill/Transfer rate	\$ 3.69	\$ 3.69
MRF fees	\$ 0.09	\$ 0.09
Greenwaste disposal rate	\$ 0.81	\$ 0.81
<b>Total cost of services—paid to Burrtec</b>	<b>\$ 18.10</b>	<b>\$ 18.10</b>
General sanitation fee	N/A	\$ 2.82
Administrative fee	\$ 3.99	\$ 3.99
Household Hazardous Waste fee	\$ 0.42	\$ 0.45
<b>Total monthly cost to provide refuse collection</b>	<b>\$ 22.51</b>	<b>\$ 25.36</b>
<b>TOTAL MONTHLY HOUSEHOLD RATE</b>	<b>\$ 22.51</b>	<b>\$ 25.36</b>
<b>TOTAL MONTHLY SENIOR HOUSEHOLD RATE</b>	<b>\$ 18.01</b>	<b>\$ 20.29</b>
Monthly City subsidy per senior household	\$ 4.17	\$ 5.07
<i>Miscellaneous:</i>		
<i>Multifamily bin</i>	\$ 3.11	\$ 3.11
<i>Extra Cart: Refuse/Recycling/Greenwaste</i>	\$5.50/\$1.25/ N/A	\$5.50/\$1.25/ \$ 3.75
<i>Large item collection: Monthly Burrtec charge—all City households; cost incorporated in administrative fee</i>	\$2,400.00	\$2,400.00

### September 2011 Proposed Adjustments to Residential Refuse Rate Components

Under terms of the previous exclusive franchise Agreement between the City and Burrtec (Agreement No. 93-6 and amendments thereto), the process for development of the monthly refuse rate includes consideration of various rate components. Under successor Agreement No. 11-57, the refuse rate calculation process has been modified and would be reflected in future Burrtec-requested rate adjustments. However, to maintain consistency in explaining the existing monthly refuse rate, this discussion relies on the rate structure identified in Agreement No. 93-6 and amendments thereto.

Following is a description of each rate component, the respective methods of adjustment, and the proposed adjustments effective September 1, 2011:

1. *Refuse Service Rate:* The refuse service rate is that portion of the rate paid to the waste hauler for collecting refuse and transporting it to the Materials Recovery Facility (MRF). Proposed Agreement No. 11-57 with Burrtec would allow for the refuse service rate to be adjusted each year by the Consumer Price Index (CPI), not to exceed 5 percent annually. The refuse service rate will be the primary rate component under successor Agreement No. 11-57:

*Proposed adjustment: Burrtec is not proposing a refuse rate adjustment for Fiscal Year 2011-12.*

2. *Landfill Rate:* The landfill rate represents a pass-through of actual transportation and tipping fees paid by the waste hauler. Currently, refuse generated in Montclair is transported from Burrtec's MRF in Fontana to an Orange County landfill. The tipping fee at the Orange County landfill is \$18.55 per ton and transportation costs are \$20.95 per ton, for a total of \$39.50 per ton. Approximately 37,000 tons of refuse are generated in Montclair each year. The landfill rate (Disposal/Processing Facility Tip Fee adjustment under proposed Agreement No. 11-57) is a pass-through fee. The rate is adjusted based on a specified distribution formula.

Landfill/recycling records for 2009 indicate that after removing recyclables from the waste stream, the average Montclair household currently generates approximately 1.12 tons of refuse annually, consistent with the 2007 estimate and down from 1.309 tons in June 2005 and 2.2 tons in the year before implementation of the curbside residential recycling program.

*Proposed adjustment: There is no anticipated adjustment in the landfill rate for Fiscal year 2011-12.*

3. *Recycling Service Rate:* The recycling service rate represents the cost of collecting and transporting recyclables to the MRF. The rate is adjusted by the CPI.

*Proposed adjustment: There is no anticipated adjustment in the recycling service rate for Fiscal Year 2011-12.*

4. *MRF Fee:* The MRF component is affected by (1) the volume of recyclables processed; (2) the amount of refuse (contamination) found in the recyclables; and (3) the market value of recycled commodities over the preceding 12 months. For the June 2009 refuse rate adjustment, this cost component was lowered because of a reduction in the volume of recyclables per household: from .2977 tons per household per year to .2911. Typically, a decrease in the volume of a commodity would affect market price by raising the cost to acquire the commodity—basic supply and demand. However, volume growth in recyclable commodities from sources outside of Montclair produced a downward trend in commodity prices; furthermore, contamination of the recycled materials stream at the local MRF remains low. Together, these favorable factors combined to reduce processing costs from \$8.04 to \$3.76 per ton. Under proposed Agreement No. 11-57, this rate component would be recommended for modification only as an extraordinary rate adjustment when there is a change in the market value of recyclables.

*Proposed adjustment: There is no anticipated adjustment in the MRF fee component for Fiscal Year 2011-12.*

5. *Greenwaste Disposal:* In 2009, when this rate component was last adjusted, the greenwaste disposal fee increased from \$23 per ton to \$28 per ton. The increase was based, in part, by an overall decline in greenwaste disposal over the previous four years: e.g., in 2009 the average household in Montclair generated 3,490 tons of greenwaste per year, down from 4,407 tons in 2005. Typically, decreases in the volume of a commodity affect market price by raising the cost to acquire the commodity. However, the cost increase for greenwaste disposal is also driven by other factors including fuel costs.

Despite the cost increases cited above, the formula used to calculate the greenwaste component is essentially based on disposal volume, plus the disposal charge per ton. As indicated, the volume of greenwaste per household has decreased significantly; therefore, in June 2009 this cost component was reduced based on the formula agreed upon in the existing Agreement between the City and Burrtec.

It is noted that pursuant to proposed Agreement No. 11-57, Burrtec would implement an automated greenwaste collection program. The program is scheduled to go into effect during the second half of calendar year 2011. Despite this change-over, Burrtec is not proposing a rate adjustment related to greenwaste disposal—instead, the cost of conversion is amortized over the ten-year exclusive franchise period. Furthermore, Burrtec is transitioning to a fleet of alternative fuel vehicles to operate its regular route residential services in the City of Montclair. This transition will provide a cleaner, nonpolluting solid waste collection program for the Montclair community. Introduction of new vehicles is scheduled to occur over the balance of 2011 and into calendar year 2012—transition to alternative fuel vehicles will also be amortized over the ten-year franchise period.

*Proposed adjustment: There is no anticipated adjustment in the greenwaste disposal fee component for Fiscal Year 2011-12.*

6. *Household Hazardous Waste:* The City is in the 16th year of an agreement with San Bernardino County to provide household hazardous waste disposal facilities—facilities are located at:

5050 Schaefer Avenue, Chino  
1408 East Francis Street, Ontario  
1370 North Benson Avenue, Upland

Montclair residents may dispose of their household hazardous waste at any of the above locations, with no charge at time of disposal. Montclair refuse ratepayers are currently charged approximately \$5.04 per household annually (\$0.42 monthly) for this service. The proposed annual rate for Fiscal Year 2011-12 would be \$5.39 annually (\$0.45 monthly). The household hazardous waste fee is based on the actual cost charged to the City by the County of San Bernardino and is intended as a pass-through cost to each ratepayer.

*Proposed adjustment: An increase in this component from \$0.42 to \$0.47 per month is proposed based on the following formula: \$48,763 (proposed annual*

*County contract rate) ÷ 36,664 (per capita/population) = \$1.33 (annual per capita rate); 36,664 (per capita) × \$1.33 (annual per capita rate) = \$48,763 (annual County contract rate) ÷ 9,039 (households) = \$5.39 (annual household rate) ÷ 12 (months per year) = \$0.45 (monthly household rate).*

7. *General Sanitation Fee:* The general sanitation fee is a proposed rate component assessed to residential and commercial rate payers to reimburse for the cost of general community maintenance issues including graffiti abatement, alleyway maintenance, illegal dumping, property cleanup, sanitation services, and removal of abandoned bulky items in neighborhoods and alleyways. Service charges approximate the actual/estimated cost of service.

Over the past decade, public facilities and residential and commercial neighborhoods throughout Montclair have experienced increases in various forms of graffiti, window etching, vandalism, illegal dumping, and other forms of public abuse requiring significant redirection and expenditure of General Fund resources to provide abatement, sanitation, disposal, and cleanup services. To address one single issue—graffiti abatement—the City now expends approximately \$200,000 annually in cleanup activities and in excess of \$300,000 in code enforcement, police investigation, and contract-related services. Maintenance and cleanup of the community, contracting for specialized maintenance and investigation services, and disposal of illegally and inappropriately discarded and abandoned waste and household items are appropriately charged as special services delivered through solid waste and sanitation service programs. Accordingly, City staff recommends the City Council consider including a general sanitation fee component as part of the monthly refuse service rate.

*Proposed adjustment: The proposed rate is \$2.82 per month per household. Combined, the general sanitation fee would generate approximately \$305,880 annually to reimburse the City for cost of services: \$2.82 (proposed monthly rate per household) × 9,039 (households) = \$25,490 (monthly) × 12 = \$305,880 (annually).*

*The proposed fee is inadequate to pay for the full cost of services related to maintenance and cleanup of the community, contracting for specialized maintenance and investigation services, and disposal of illegally and inappropriately discarded and abandoned waste and household items; the proposed rate does, however, fall within the monthly maximum rate allowed under Proposition 218, effective January 1, 2011. The rate may be adjusted annually, subject to the adjustment of other components of the monthly refuse rate.*

8. *Administrative Fee:* The administrative fee is a charge imposed by the City to reimburse for the cost of administering the refuse service program. Service charges should approximate the actual/estimated cost of service.

*Proposed adjustment: The current rate is \$3.99 per month per household and generates approximately \$432,780 annually to reimburse the City for cost of services: \$3.99 (existing monthly rate per household) × 9,039 (households) = \$36,065 (monthly) × 12 = \$432,780 (annually).*

## Senior Household Subsidy Program

Montclair currently provides a monthly refuse rate subsidy program for senior households—to qualify, account holders must be age 65 or older. The current monthly household refuse rate for senior households is \$18.01—a savings of \$4.50 off the current *Total Monthly Household Refuse Rate* of \$22.51; the proposed rate is \$20.29—a savings of \$5.07 off the proposed *Total Monthly Household Refuse Rate* of \$25.36. Continuation of a discount program for senior households was discussed at the November 21, 2005 meeting of the City Council—the City Council considered alternatives related to discounting refuse service rates and ultimately approved maintaining a 20 percent discount off the *Total Monthly Household Refuse Rate*.

The subsidy program is not a rate discount on the *Total Monthly Household Refuse Rate*; it is a Refuse Impound Fund subsidy that offsets the *Total Monthly Household Refuse Rate* currently charged to the households of nonsenior residential refuse ratepayers. The Refuse Impound Fund is used to make full payment to Burrtec for refuse services, and to reimburse the General Fund for refuse program-related costs.

## Proposition 218 and the Total Monthly Refuse Rate

City Council Members may recall that during the Strategic Planning Session on June 6, 2006, City staff was directed to conduct a Proposition 218 notification and hearing process in early 2007 to set new maximum monthly rates for sewer and refuse services. The appropriate notification documents were prepared and, at the February 5, 2007 meeting of the City Council, authorization was granted to ask residents to consider long-term monthly rate caps for refuse services pursuant to Proposition 218's notification and hearing requirements.

Notices were sent to approximately 10,000 property owners of record in February 2007. Residents were notified that the City Council, at a meeting scheduled for April 16, 2007, would consider future annual rate adjustments encompassing a period of ten years, with an overall total maximum rate cap not to exceed \$32.34 per month, effective January 2016. At the public hearing, property owners and residents were provided an opportunity to protest against the maximum proposed rate caps for refuse services. Ten written protests were filed with the City Clerk and no members of the public protested. Upon completion of the public hearing, the City Council adopted the maximum schedule of monthly rates for sewer and refuse services.

**Table 2** on the following page indicates the maximum monthly refuse rates that can now be charged to residential refuse ratepayers effective on the specified dates for the period June 2007 through January 2016—the schedule of rates is the product of the April 16, 2007 Proposition 218 public hearing on maximum monthly refuse and sewer rates. State law provides that, pursuant to Proposition 218, utility rates could be adjusted on an annual basis provided the formula for adjusting rates does not change or does not change in a way that would otherwise impose future increases that are higher than the adopted fee formula.

**Table 2**  
**Proposition 218**  
**Annual Residential Refuse Rate Caps**  
**June 2007 through January 2016**

Proposed Nonsenior/Senior Monthly Household Rates Effective 6-1-2007	Proposed Nonsenior/Senior Monthly Household Rates Effective 1-1-2008	Proposed Nonsenior/Senior Monthly Household Rates Effective 1-1-2009	Proposed Nonsenior/Senior Monthly Household Rates Effective 1-1-2010	Proposed Nonsenior/Senior Monthly Household Rates Effective 1-1-2011
\$20.87/\$16.70	\$21.91/\$17.53	\$23.01/\$18.41	\$24.16/\$19.33	\$25.36/\$20.29
Proposed Nonsenior/Senior Monthly Household Rates Effective 1-1-2012	Proposed Nonsenior/Senior Monthly Household Rates Effective 1-1-2013	Proposed Nonsenior/Senior Monthly Household Rates Effective 1-1-2014	Proposed Nonsenior/Senior Monthly Household Rates Effective 1-1-2015	Proposed Nonsenior/Senior Monthly Household Rates Effective 1-1-2016
\$26.63/\$21.30	\$27.96/\$22.37	\$29.36/\$23.49	\$30.83/\$24.66	\$32.34/\$25.87

The maximum monthly refuse rate caps adopted by the City Council at its April 16, 2007 meeting satisfy the following requirements:

1. Comply with Proposition 218 notification/hearing requirements without retriggering such requirements each year the City Council is asked to consider a refuse rate adjustment, through 2016. City staff projects that maximum monthly refuse rate caps indicated in **Table 2** are sufficient to address annual refuse rate adjustments without the need to comply annually with Proposition 218 notification/hearing requirements.
2. Allow for annual fee adjustments indexed to the CPI and/or other rate calculation methodologies.
3. Allow for recovery of costs related to household hazardous waste collection; administrative fees; C.A.U.T.I.O.N. cleanups; legal fees; graffiti abatement; alleyway maintenance; illegal dumping; and collection of oversized household items dumped in alleyways, on commercial properties, and in residential neighborhoods.

### **Refuse Rate Comparison with Neighboring Cities**

As indicated in **Table 3** on the following page, the Council's adoption of proposed Resolution No. 11-2908 would take Montclair from having the fifth lowest monthly household refuse rate (currently \$22.51) in a survey of eight area cities to the sixth lowest at \$25.36. Only four cities in the survey group offer a senior household refuse rate; among these four cities, Montclair's senior household rate would now be the highest at \$20.29.

City Council Members are reminded that Montclair's *Total Monthly Household Refuse Rate* has remained one of the lowest of the eight survey cities during the last 20 years. Historically, the Montclair City Council adjusts refuse rates every second or third year,

not annually—the last increase to the residential refuse rate occurred in June 2009, two years ago. Unlike refuse rate increases in the past, the proposed rate adjustment is not related to the curbside pickup of refuse, but general maintenance issues related to increasing occurrences of graffiti; illegal dumping; abandonment of large and bulky items in alleyways, on commercial properties, and in residential neighborhoods; and contractual requirements related to household hazardous waste. Furthermore, each city in the survey is expected to implement new refuse rates in 2011 or 2012—again distinguishing Montclair as having one of the area's lowest monthly residential refuse rates. A comparison of residential refuse rates for survey cities is indicated in Table 3.

**Table 3**  
**Comparison of Residential Refuse Rates**

Agency	Monthly Residential Refuse Rate	Monthly Senior Residential Refuse Rate
Ontario	\$29.48—Colony Development \$26.09—All other areas	Not offered
Pomona	\$25.76	Not offered
<b>Montclair current/proposed</b>	<b><del>\$22.51/\$25.36</del></b>	<b><del>\$18.01/\$20.29</del></b>
Upland	\$22.55	Not offered
Chino	\$22.47	\$20.22
Fontana	\$22.26	\$18.92
Rancho Cucamonga	\$21.74—Above Banyan Street \$20.99—All other areas	\$14.57—Above Banyan Street \$14.06—All other areas
La Verne	\$20.84—95-Gallon Container	Not offered

The proposed September 1, 2011 refuse rate adjustment continues the City Council's pattern of implementing refuse rate adjustments that are significantly below contractually authorized limits. Pursuant to the terms of proposed Agreement No. 11-57, Burrtec is technically eligible for an increase of 3.6 percent—the cumulative CPI for the years ending January 2010 (1.8 percent) and January 2011 (1.8 percent). At this time, City staff is not recommending a rate adjustment to the cost of services paid to Burrtec.

**FISCAL IMPACT:**

1. *Administrative Fee.* The administrative fee is not recommended for adjustment. The current administrative fee of \$3.99 per month per household would continue to generate approximately \$432,780 annually to reimburse the City for service costs related to operation of the refuse program.
2. *General Sanitation Fee.* The proposed general sanitation fee of \$2.82 per month per household would generate approximately \$305,880 annually to reimburse the City for general maintenance issues related to increasing occurrences of graffiti; illegal dumping; abandonment of large and bulky items in alleyways, on commercial properties, and in residential neighborhoods; and contractual requirements related to household hazardous waste.

3. *Total Cost of Services Paid to Burrtec.* The monthly cost of services passed through to Burrtec would remain at \$18.10 per household. This monthly service charge represents an annual cost of approximately \$1,878,780 for residential refuse services. This annual estimate is incorporated into the Fiscal Year 2011-12 Budget.
4. *Household Hazardous Waste Fee.* The household hazardous waste fee is a pass-through fee for the cost to San Bernardino County to provide this disposal service. The proposed monthly rate for Fiscal Year 2011-12 would be \$0.45 (\$5.39 annually)—an increase of \$0.03 above the current monthly rate of \$0.42 (\$5.04). The household hazardous waste fee is based on the actual cost charged to the City by the County of San Bernardino and is intended as a pass-through cost to each ratepayer. Adjusting the rate has no impact on General Fund revenues.
5. Continuing a monthly residential refuse discount program for senior households at a discount rate of 20 percent would result in a loss of approximately \$59,502 in revenue to the Refuse Impound Fund [978 (senior households) x \$5.07 (monthly senior household subsidy) = \$4,958 x 12 (months) = \$59,502].

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 11-2908 amending the fee schedule for the collection and disposal of residential refuse.

**RESOLUTION NO. 11-2908**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MONTCLAIR AMENDING THE  
FEE SCHEDULE FOR THE COLLECTION  
AND DISPOSAL OF RESIDENTIAL REFUSE**

**WHEREAS**, the City Council approved Agreement No. 11-57 at its meeting of June 6, 2011, approving a new ten-year exclusive franchise agreement with Burrtec Waste Industries, Inc. (Burrtec) for solid waste management services; and

**WHEREAS**, Section 6.16.050 of the Montclair Municipal Code and Agreement No. 11-57 between the City of Montclair and Burrtec provide for annual adjustments of rates related to collection and disposal of residential refuse not to exceed the *All Cities Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange Co. Area, All-Items Indexes, All Urban Consumers, for the year ending in January*; and

**WHEREAS**, the Montclair City Council last approved, and Burrtec last requested and received a 5 percent residential refuse service rate adjustment with an effective date of June 1, 2009; and

**WHEREAS**, pursuant to the terms of Agreement No. 11-57, Burrtec is technically eligible for an increase of 3.6 percent—the cumulative CPI for the years ending January 2010 (1.8 percent) and January 2011 (1.8 percent)—for the refuse service rate component of the *Total Monthly Household Refuse Rate*; and

**WHEREAS**, for Fiscal Year 2011-12, Burrtec, as part of negotiations for adoption of Agreement No. 11-57, has declined to request an increase in the refuse service rate, recycling service rate, refuse landfill/transfer rate, MRF fee, and greenwaste disposal fee components of the *Total Monthly Household Refuse Rate*; and

**WHEREAS**, the City Council is required to consider adjustments to other components of the *Total Monthly Household Refuse Rate*; and

**WHEREAS**, the County of San Bernardino has requested an increase to the household hazardous waste component of the *Total Monthly Household Refuse Rate*; and

**WHEREAS**, the City Council has directed inclusion of a general sanitation fee component to the *Total Monthly Household Refuse Rate*, such fee to be calculated in part on the cost of providing services related to general community maintenance issues including graffiti abatement, alleyway maintenance, illegal dumping, property cleanup, sanitation services, and removal of abandoned bulky items in neighborhoods and alleyways; and

**WHEREAS**, at the November 21, 2005 meeting of the City Council, authorization was provided to continue a program for senior households that would provide a 20 percent discount off the *Total Monthly Household Refuse Rate*; and

WHEREAS, the proposed *Total Monthly Household Refuse Rate*, inclusive of each of the rate components identified herein, is \$25.36 and the *Total Monthly Senior Household Rate* is \$20.29, both rates proposed to be effective September 1, 2011; and

WHEREAS, on April 16, 2007, the Montclair City Council conducted a public hearing, pursuant to requirements of Proposition 218 on proposed refuse rate increases and adopted a maximum schedule of monthly household rates as indicated in **Table 1**.

**Table 1**  
**Proposition 218**  
**Annual Residential Refuse Rate Caps**  
**June 2007 through January 2016**

Proposed Nonsenior/Senior Monthly Household Rates Effective 6-1-2007	Proposed Nonsenior/Senior Monthly Household Rates Effective 1-1-2008	Proposed Nonsenior/Senior Monthly Household Rates Effective 1-1-2009	Proposed Nonsenior/Senior Monthly Household Rates Effective 1-1-2010	Proposed Nonsenior/Senior Monthly Household Rates Effective 1-1-2011
\$20.87/\$16.70	\$21.91/\$17.53	\$23.01/\$18.41	\$24.16/\$19.33	\$25.36/\$20.29
Proposed Nonsenior/Senior Monthly Household Rates Effective 1-1-2012	Proposed Nonsenior/Senior Monthly Household Rates Effective 1-1-2013	Proposed Nonsenior/Senior Monthly Household Rates Effective 1-1-2014	Proposed Nonsenior/Senior Monthly Household Rates Effective 1-1-2015	Proposed Nonsenior/Senior Monthly Household Rates Effective 1-1-2016
\$26.63/\$21.30	\$27.96/\$22.37	\$29.36/\$23.49	\$30.83/\$24.66	\$32.34/\$25.87

WHEREAS, pursuant to the maximum schedule of rates as indicated in **Table 1**, the maximum *Total Monthly Household Refuse Rate* in effect as of January 1, 2011, cannot exceed \$25.36; and the proposed *Total Monthly Household Rate* of \$25.36, scheduled to be effective September 1, 2011, is in compliance with the maximum schedule of rates adopted pursuant to a Proposition 218 public hearing and notice process; and

WHEREAS, the Montclair City Council examined the proposed rate schedule and determined residential refuse service rates hereinafter enumerated are fair, reasonable, and necessary and bear a reasonable relationship between actual cost to provide such services and the benefit received by residents; and

WHEREAS, Montclair households subject to the proposed refuse rate adjustment have been notified or will be notified through the public notice process and through utility billing statements regarding the proposed increase to the *Total Monthly Household Refuse Rate*.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Montclair hereby sets forth a schedule of service rates for the collection and disposal of residential refuse, effective September 1, 2011, and as set forth in **Table 2** herein.

**Table 2  
Total Monthly Household Refuse Rate Components  
Current and Proposed Residential Refuse Rates**

<i>Fee Components</i>	<i>Current</i>	<i>Proposed</i>
Refuse service rate	\$ 10.32	\$ 10.32
Recycling service rate	\$ 3.19	\$ 3.19
Refuse landfill/Transfer rate	\$ 3.69	\$ 3.69
MRF fees	\$ 0.09	\$ 0.09
Greenwaste disposal rate	\$ 0.81	\$ 0.81
<b>Total cost of services—paid to Burrtec</b>	<b>\$ 18.10</b>	<b>\$ 18.10</b>
General sanitation fee	N/A	\$ 2.82
Administrative fee	\$ 3.99	\$ 3.99
Household Hazardous Waste fee	\$ 0.42	\$ 0.45
<b>Total monthly cost to provide refuse collection</b>	<b>\$ 22.51</b>	<b>\$ 25.36</b>
<b>TOTAL MONTHLY HOUSEHOLD RATE</b>	<b>\$ 22.51</b>	<b>\$ 25.36</b>
<b>TOTAL MONTHLY SENIOR HOUSEHOLD RATE</b>	<b>\$ 18.01</b>	<b>\$ 20.29</b>
Monthly City subsidy per senior household	\$ 4.17	\$ 5.07
<i>Miscellaneous:</i>		
<i>Multifamily bin</i>	\$ 3.11	\$ 3.11
<i>Extra Cart: Refuse/Recycling/     Greenwaste</i>	\$5.50/\$1.25/ N/A	\$5.50/\$1.25/ \$ 3.75
<i>Large item collection: Monthly Burrtec charge—all City households; cost incorporated in administrative fee</i>	\$2,400.00	\$2,400.00

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. 11-2908 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 ADOPTION OF ORDINANCE  
NO. 11-924 REPLACING SECTION 11.72.270  
OF THE MONTCLAIR MUNICIPAL CODE RELA-  
TED TO TEMPORARY AND SPECIAL EVENT  
SIGN PERMITS

SECOND READING

**DATE:** July 18, 2011

**SECTION:** PUBLIC HEARINGS

**ITEM NO.:** C

**FILE I.D.:** SIG180

**DEPT.:** COMMUNITY DEV.

**REASON FOR CONSIDERATION:** The City Council is requested to consider adoption of Ordinance No. 11-924 replacing Section 11.72.270 of the Montclair Municipal Code (MMC) related to temporary and special event sign permits.

**BACKGROUND:** In July 2009, in response to a business owner's concern about the local and regional economic impacts of the recession on Montclair businesses, the City Council approved a temporary policy extending the maximum amount of time that businesses could display promotional banners from 48 to 90 days per calendar year. At the Council's direction, the temporary policy will sunset on June 30, 2011.

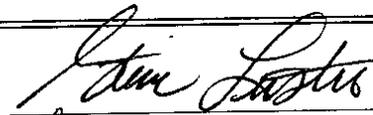
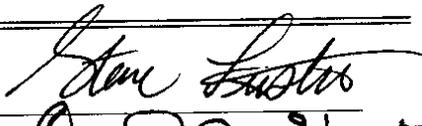
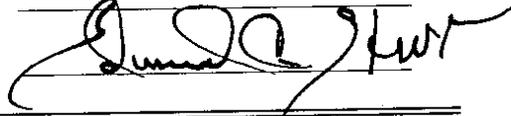
Prior to implementing the temporary policy, staff conducted a survey through the League of California Cities' Listserv to ascertain the banner policies of other cities and also whether any cities had relaxed their standards, either temporarily or permanently, in response to the economic downturn.

A total of 21 cities responded to staff's inquiry. Additionally, staff reviewed the temporary banner regulations of three nearby cities. The regulations for these 24 cities are summarized in the table attached to this agenda report. In general, the survey revealed the following:

- Only one city (Rocklin) had relaxed its temporary banner standards in response to the economy at the time of the survey.
- Montclair's 48-day maximum for the display of temporary banners is less than the average (69.5 days) for the cities surveyed.
- The maximum allowed size for a banner in Montclair (50 square feet) is more generous than most of the surveyed cities.

While a handful of Montclair businesses continue to abuse the temporary banner policy, staff believes that allowing businesses to display promotional banners for 90 days per year is reasonable and is proposing an MMC amendment to make the temporary policy permanent. Staff foresees no major issues in the event the City Council chooses to increase the amount of time a promotional banner may be displayed.

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

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In reviewing the current code section related to temporary banners, staff also identified a separate issue related to the visibility of banners on larger commercial buildings. The current code limits the maximum size of a temporary banner to 50 square feet. While this size is adequate and appropriate for the vast majority of commercial buildings in Montclair, staff believes that retailers occupying large buildings, such as the anchor tenants at the Montclair Plaza, should be allowed correspondingly larger banners in order for them to be reasonably visible and readable to passersby. Accordingly, staff is proposing that businesses occupying between 50,000 and 100,000 square feet of leasable area be allowed a temporary banner of up to 100 square feet, and those occupying in excess of 100,000 square feet be allowed a maximum of 200 square feet.

**FISCAL IMPACT:** The current temporary sign permit fee is \$20, which is borne by the applicant and is minimally satisfactory in covering the staff costs of issuing the permit, entering the information in a log, and updating the weekly summary of permits issued for use by Code Enforcement staff. As a component of the interim policy, the City Council directed staff to maintain the \$20 application fee, but only for the first application per business per calendar year. The application fee for subsequent permits for the same business during the same calendar year has been waived. Staff is proposing the adopted fee be reinstated upon the effective date of proposed Ordinance No. 11-924; meaning that applicants would be required to pay the \$20 fee each time a banner permit is obtained. Staff believes the fee is nominal and minimally satisfactory in covering the cost of issuing the permit and performing inspections to ensure that applicants are complying with the Municipal Code.

**RECOMMENDATION:** Staff recommends the City Council adopt Ordinance No. 11-924 replacing Section 11.72.270 of the Montclair Municipal Code related to temporary and special event sign permits.

**LEAGUE OF CALIFORNIA CITIES  
HCED ListServ Survey – Week of June 15, 2009\***

**TEMPORARY BANNER POLICIES**

<b>City</b>	<b>Maximum annual display period</b>	<b>Maximum banner size (in square feet)</b>	<b>Removal required between display periods?</b>	<b>Economy-related relaxation of standards?</b>	<b>Comments</b>
Montclair	48 days	50	Yes (30 days)	No	Display periods may be separated into 12- or 24-day increments; an additional 45-day display period is available for new businesses on a one-time basis
Bellflower	120 days	Not specified	Not specified	No	Maximum three (3) display periods. No display period shall exceed 60 days.
Buellton	60 days	30	Yes (180 days)	No	
Chowchilla	60 days	Max. 2.5% of wall area to which banner is affixed	Not specified	No	
Claremont	30 days*	32	N/A	No	Banners permitted for grand openings or ownership changes only. Director may grant one 30-day extension.
Delano	30 days	32	Not specified	No	
Diamond Bar	90 days	25	Yes*	No	* Maximum 30-day display period within any 90-day period.
Dublin	15 days	60	Yes (30 days)	Pending	CC considering allowing 21-day display periods with 21-day removal period
Fortuna	60 days*	At staff's discretion	N/A	No	Banners permitted for grand openings only
Glendora	90 days	At staff's discretion	Not specified	No	
Hanford	14 days	Not specified	N/A	No	Banners permitted for grand openings only
Irvine	40 days	30	No	No	Maximum four (4) display periods of 10 days

\* Matrix also includes code requirements from three local cities (Claremont, Diamond Bar and La Verne)

City	Maximum annual display period	Maximum banner size (in square feet)	Removal required between display periods?	Economy-related relaxation of standards?	Comments
Laguna Woods	60 days*	25	Not specified	No	Display periods may be separated into 15- or 30-day increments; *considering increasing to 120 days
Lakewood	60 days	Not specified	Yes (30 days)	No	Maximum six (6) display periods
La Puente	90 days	50	Not specified	No	Maximum four (4) display periods of 7 days each
La Verne	28 days	18	Not specified	No	Maximum three (3) display periods
Mission Viejo	42 days	24	No	No	Maximum six (6) display periods annually not to exceed 30 days each
Paso Robles	180 days	1 s.f. per l.f. of building or tenant space frontage	Yes (30 days)	No	Maximum four (4) 30-day display periods annually
Pico Rivera	120 days	At staff's discretion	Yes (30 days)	No	* Banners permitted for grand openings only for one continuous 90-day period. "Economic Stimulus Ordinance" allows continuous display for promotional uses through 6/1/2010
Rocklin	90 days*	32	N/A	Yes	Maximum two 30-day display periods annually
Rosemead	60 days	30	Not specified	No	Maximum six (6) display periods annually. No display period shall exceed 30 days.
San Dimas	60 days	At staff's discretion	No	No	* Temporary signs may be attached only to the <u>inside</u> of a display window
San Marino	60 days*	Max. 25' in length	Yes (30 days)	No	Temporary sign permits are valid for a maximum of 30 days
Simi Valley	120 days	50	No	No	* Maximum 30 consecutive days each calendar quarter
Yuba City	90 days*	Not specified	Not specified	No	

**ORDINANCE NO. 11-924**

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF MONTCLAIR AMENDING  
SECTION 11.72.270 OF THE MONTCLAIR  
MUNICIPAL CODE (TEMPORARY AND  
SPECIAL EVENT SIGN PERMITS)**

**WHEREAS**, California Government Code Section 65800 *et seq.* authorizes the adoption and administration of zoning laws, ordinances, rules, and regulations by cities as a means of implementing the General Plan; and

**WHEREAS**, the Montclair Municipal Code (MMC) makes provisions for businesses and institutions to display banners on a temporary basis to announce grand openings and to advertise promotional events; and

**WHEREAS**, the Code currently allows new businesses, as defined in Chapter 11.02 MMC, to obtain a permit and display a "Grand Opening" banner for a maximum of 45 days; and

**WHEREAS**, the Code also allows businesses and institutions to obtain a permit or permits to display promotional banners for a maximum of 48 days per calendar year, either consecutively or in increments of 12 days or 24 days; and

**WHEREAS**, on July 20, 2009, in response to a business owner's concern about the local and regional economic impacts of the recession on Montclair businesses, the City Council approved a policy directive temporarily modifying the Code section governing promotional banners. The revisions increased the amount of time that businesses could display promotional banners from 48 to 90 calendar days per year, and required that businesses pay the adopted application fee (\$20.00) only for the first permit obtained in the calendar year, with subsequent permits to be issued at no charge; and

**WHEREAS**, the policy directive included a sunset date of June 30, 2011; and

**WHEREAS**, staff believes that the City Council policy increasing the maximum amount of days that businesses may display promotional banners is reasonable and, therefore, should be made permanent; and

**WHEREAS**, the proposed Code amendment also adds language to address criteria for promotional banners for "big box" retailers and also removes obsolete language regarding political signs; and

**WHEREAS**, the City Council finds that the proposed Ordinance is consistent with the General Plan's goals and policies of protecting community aesthetics through regulated signage and promoting the viability of a variety of commercial land uses; and

**WHEREAS**, the City Council finds that this Ordinance is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) and the City's CEQA Guidelines. The proposed code amendment revises a section of the Zoning Ordinance that addresses on-premise signs that would be considered exempt as "minor structures accessory to existing commercial, industrial, or institutional facilities..." under Section 15311(a) of the CEQA Guidelines. Moreover, the Code amendment would not have a significant effect on the environment as it does not in itself directly approve any construction activities but, instead, establishes standards, permit requirements, and other measures that regulate the design, installation, and maintenance of temporary banners on commercial, industrial, and institutional properties; and

**WHEREAS**, the Director of Community Development is directed to file a Notice of Exemption in accordance with CEQA and the State CEQA Guidelines.

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

**SECTION I.** Section 11.72:270 ("Temporary and special event sign permits") of Title 11 ("Zoning and Development") of the Montclair Municipal Code is hereby repealed and replaced in its entirety as follows:

**11.72.270 Temporary and special event sign permits.**

A. A temporary sign permit may be issued by the Director of Community Development for a temporary period of time, as specified in this Section, for various special and promotional events. The signs may be used to promote the sale of new products, a special promotion or event, new management, new hours of operation, a service, or to promote a special sale. In addition, grand openings; carnivals; festivals; special educational, cultural, civic, charitable, and religious programs; seasonal crops or tree sales; and other similar special events may be specifically granted the use of such temporary signs in accordance with the provisions of this Chapter. The time periods granted under temporary sign permits shall refer to calendar days unless otherwise indicated.

B. To apply for a temporary sign permit, the applicant shall submit to the Planning Division for review and approval a completed application along with the necessary drawings and filing fees as set forth by resolution of the City Council. The use of each sign shall be subject to the following limitations:

1. Each business shall be allowed one (1) 45-day temporary sign permit for the sole purpose of announcing the grand opening of a new business or significantly new use as defined in Chapter 11.02 of this Title, provided that the privilege of utilizing such sign permit shall occur no later than 60 days from the initial occupancy of such business location.

2. Each business, nonprofit, or civic organization shall be allowed to display a temporary promotional banner for a maximum of 90 days per calendar year. Businesses and organizations may obtain a single permit for 90 consecutive days, or multiple permits for display periods of less than 90 days, except that permits shall not be issued for periods of less than 10 consecutive days. Should a business choose to display temporary promotional banners during multiple

periods, the display periods shall be separated by a minimum of 21 calendar days. This "separation period" shall also apply between the display period for a grand opening banner as described in (1) above and any subsequent display period for a temporary promotional banner.

3. Temporary banners shall be made of durable materials and attached only to a building on the property upon which the advertised activity is located. The Director of Community Development may allow alternative placement of temporary banners in cases where their placement on a building would not be plainly visible to passersby. In no case shall a banner be placed higher than the roofline of the building to which it is attached.

4. No more than one temporary banner shall be permitted per street frontage on any property, up to a maximum of three signs. If a business with multiple street frontages is entitled to, and chooses to display multiple banners, they shall not be combined on the same building elevation, but displayed one per eligible frontage. The Director of Community Development may allow a temporary banner to be placed on a building elevation with no street frontage provided that the elevation faces an internal customer parking lot with a capacity of 100 vehicles or more.

5. The maximum allowable size of each banner shall be 50 square feet, except that businesses occupying a gross leasable area (GLA) of 50,000 to 100,000 square feet shall be allowed a banner up to 100 square feet in size; and businesses occupying in excess of 100,000 square feet of GLA shall be allowed a banner up to 200 square feet in size.

6. Provisions for special sign permits and advertising devices for new and used automobile, motorcycle, and watercraft dealerships shall be in accordance with Section 11.72.280 of this Chapter.

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

APPROVED AND ADOPTED this XX day of XX, 2011.

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Mayor

ATTEST:

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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. 11-924 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2011, and finally passed not less than five (5) days thereafter on the XX day of XX, 2011, by the following vote, to-wit:

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

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Yvonne L. Smith  
Deputy City Clerk

## AGENDA REPORT

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

**DATE:** July 18, 2011

**SECTION:** ADMIN. REPORTS

**ITEM NO.** 1

**FILE I.D.:** FIN520

**DEPT.:** ADMIN. SVCS.

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**REASON FOR CONSIDERATION:** The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending June 30, 2011, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Treasurer's Report for the period ending June 30, 2011.

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

**RECOMMENDATION:** Staff recommends the City Council receive and file the Treasurer's Report for the month ending June 30, 2011.

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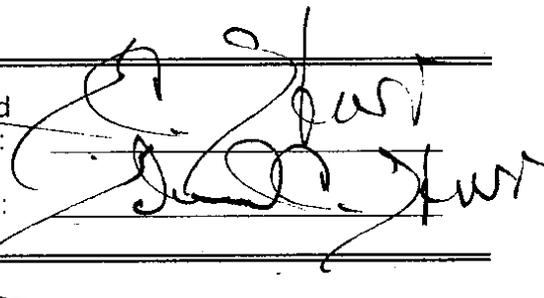
Prepared by:



Proofed by:

*Kathy Dalton*

Reviewed and  
Approved by:



Presented by:

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION      **DATE:** July 18, 2011  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 2  
**FILE I.D.:** FIN540  
**DEPT.:** ADMIN. SVCS.

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

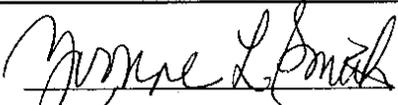
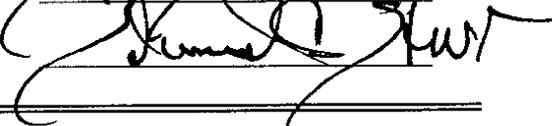
**BACKGROUND:** Mayor Pro Tem Raft has examined the Warrant Register dated July 18, 2011, and Payroll Documentation dated June 5, 2011; finds them to be in order; and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated July 18, 2011, totals \$3,179,217.53. The Payroll Documentation dated June 5, 2011, totals \$577,761.80, with \$402,743.74 being the total cash disbursement.

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

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

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## AGENDA REPORT

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

**DATE:** July 18, 2011

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 3

**FILE I.D.:** FIN510

**DEPT.:** REDEVELOPMENT

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**REASON FOR CONSIDERATION:** The Redevelopment Agency Board of Directors is requested to consider receiving and filing the Redevelopment Agency Treasurer's Report for the month ending June 30, 2011, pursuant to state law.

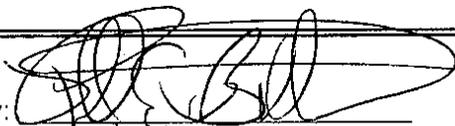
**BACKGROUND:** Included in your agenda packet is a copy of the Treasurer's Report for the period ending June 30, 2011.

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

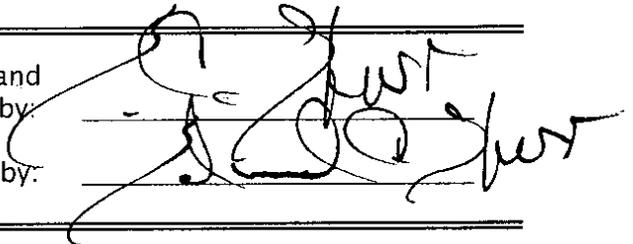
**RECOMMENDATION:** Staff recommends the Redevelopment Agency Board of Directors receive and file the Treasurer's Report for the month ending June 30, 2011.

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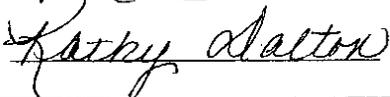
Prepared by:



Reviewed and  
Approved by:



Proofed by:



Presented by:

# AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF WARRANT REGISTER    **DATE:** July 18, 2011  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 4  
**FILE I.D.:** FIN530  
**DEPT.:** REDEVELOPMENT

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**REASON FOR CONSIDERATION:** The Redevelopment Agency Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending June 30, 2011, pursuant to state law.

**BACKGROUND:** Vice Chairperson Raft has examined the Warrant Register dated 06.01.11-06.30.11 in the amounts of \$30,341.02 for Project I; \$291.31 for Project II; \$1,367,097.84 for Project III; \$273,025.84 for Project IV; \$1,213,562.25 for Project V; and \$133,943.16 for the Mission Boulevard Joint Redevelopment Project and finds it to be in order.

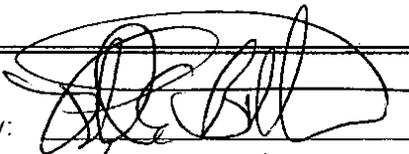
**FISCAL IMPACT:** Routine—report of Agency's obligations.

**RECOMMENDATION:** Vice Chairperson Raft recommends the Redevelopment Agency Board of Directors approve the Warrant Register for the period ending June 30, 2011.

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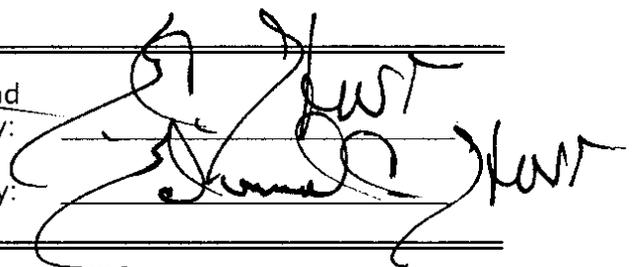
Prepared by:



Proofed by:



Reviewed and  
Approved by:



Presented by:

# AGENDA REPORT

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

**DATE:** July 18, 2011

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 5

**FILE I.D.:** FIN525

**DEPT.:** MHC

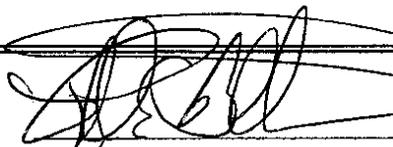
**REASON FOR CONSIDERATION:** The Montclair Housing Corporation Board of Directors is requested to receive and file the Montclair Housing Corporation Treasurer's Report for the month ending June 30, 2011, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Treasurer's Report for the period ending June 30, 2011.

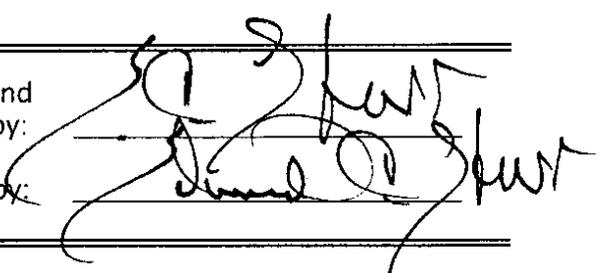
**FISCAL IMPACT:** Routine—report of the Montclair Housing Corporation's cash and investments.

**RECOMMENDATION:** Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending June 30, 2011.

Prepared by:



Reviewed and  
Approved by:



Proofed by:

*Kathy Dalton*

Presented by:

# AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF WARRANT REGISTER    **DATE:** July 18, 2011  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 6  
**FILE I.D.:** FIN545  
**DEPT.:** MHC

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**REASON FOR CONSIDERATION:** The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending June 30, 2011, pursuant to state law.

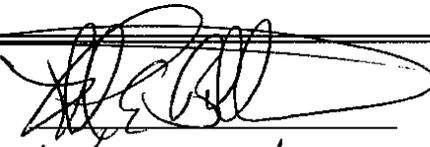
**BACKGROUND:** Vice Chairperson Raft has examined the Warrant Register dated 06.01.11-06.30.11 in the amount of \$61,935.68 for the Montclair Housing Corporation and finds it to be in order.

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

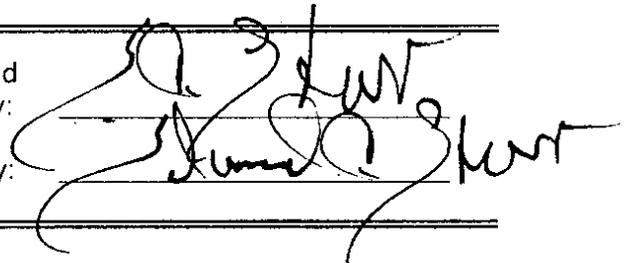
**RECOMMENDATION:** Vice Chairperson Raft recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending June 30, 2011.

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Prepared by:



Reviewed and  
Approved by:



Proofed by:



Presented by:

## AGENDA REPORT

**SUBJECT:** CONSIDER AUTHORIZATION TO SUBMIT A LETTER TO CHASE BANK ALLOWING BANK-APPROVED DEVELOPERS TO PARTICIPATE IN CHASE'S REO COMMUNITY REVITALIZATION PROGRAM IN THE CITY OF MONTCLAIR

**DATE:** July 18, 2011  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 7  
**FILE I.D.:** RDA160  
**DEPT.:** REDEVELOPMENT

**REASON FOR CONSIDERATION:** ANR Industries, Inc., is requesting the City supply Chase Bank with a letter that would provide Chase Bank-approved developers with the ability to purchase and rehabilitate foreclosed homes directly from Chase Bank. The homes purchased by bank-approved developers would be rehabilitated and then sold to low- to moderate-income families. A letter of request from ANR Industries, Inc., is attached as Exhibit A. A brochure and information supplied by ANR Industries, Inc., is also included in the agenda packet.

**BACKGROUND:** As indicated, ANR Industries, Inc., has requested that the City supply Chase Bank with a letter that would allow ANR Industries, Inc., to participate in a community revitalization program offered by Chase Bank. Chase Bank has developed a program called REO Community Revitalization. Through this program, developers approved by the bank are forwarded a list of foreclosed single-family homes owned by Chase Bank. The developer may inspect the properties to evaluate the homes for potential purchase. If the developer purchases the property, the developer is responsible for rehabilitation of the home. The home is then sold to a moderate-income buyer.

In order to release foreclosed homes for the REO Community Revitalization Program in any particular community, Chase Bank requests that the involved jurisdiction identify the area where homes may be purchased by ZIP Code. The homes within this ZIP Code would be considered for release to a bank-approved developer, such as ANR Industries, Inc. The 91763 ZIP Code includes the majority of the City of Montclair. However, certain areas in the south part of the City have 91762 and 91710 ZIP Codes. Staff would suggest all ZIP Codes within the City corporate boundaries be included in the REO Community Revitalization Program if the City Council desires to submit a letter to Chase Bank. All Chase Bank-foreclosed homes in the City would then be eligible for the REO Community Revitalization Program. At present, Chase Bank reports that it owns one foreclosed home in the City and has nine properties in pre-foreclosure proceedings.

ANR Industries, Inc., has purchased 102 properties and sold over \$20 million in properties on behalf of the National Stabilization Program (NSP). The company is sole intermediary for NSP 1 and NSP 2 in the City of Santa Ana. The Chase Bank Program is not a part of an

Prepared by: M. STAATS

Proofed by: [Signature]

Reviewed and  
Approved by:

Presented by:

M. STAATS

[Signature]

NSP. It is a method for Chase Bank to turn foreclosed properties over in a more expeditious manner. However, should the City Council authorize staff to submit a letter authorizing participation in the Chase Bank REO Community Program, other bank-approved developers would be eligible to purchase and rehabilitate homes as well.

**FISCAL IMPACT:** Submittal of a letter to Chase Bank allowing bank-approved developers to participate in the Chase Bank REO Community Revitalization Program would create no fiscal impact for the City.

**RECOMMENDATION:** Staff recommends that the City Council authorize submittal of a letter to Chase Bank allowing bank-approved developer participation in its REO Community Revitalization Program in the City of Montclair.



Ms. Marilyn Staats  
Redevelopment Manager  
City of Montclair

July 9, 2011

ANR Industries, Inc. has a long history of redevelopment work and creating quality affordable housing. We have an excellent reputation throughout the industry for rehabilitating distressed foreclosed properties and transforming them into beautifully upgraded homes that can be purchased by moderate income families. Currently we are working as an intermediary for several cities and non-profit organizations with the HUD Neighborhood Stabilization Program.

Chase Bank now has a program similar to the Neighborhood Stabilization Program called REO Community Revitalization. An opportunity exists with Chase Bank for ANR Industries to purchase, rehabilitate and re-sell homes in selected cities in Southern California. This program is intended to make a positive difference in the community by leveraging these resources and turn REO properties into homes. Through this collaborative effort where revitalization is identified by the City the primary goal is to increase home ownership among moderate income borrowers intending to occupy these homes as their primary residence.

The program is intended for Chase to release their housing stock of foreclosed properties based on the areas selected by zip code for each city. Chase is requesting a list of areas of interest on City letterhead which will be forwarded to the REO Community Revitalization Manager at Chase Bank. The properties will be released by zip code at which time ANR will make an evaluation on the purchase of the property. This program does not involve any financial responsibility on the part of the City.

Please do not hesitate to contact me if you have any questions about the REO program or need additional information.

Regards,

A handwritten signature in black ink, appearing to read 'Arthur Mertz', is written over a circular scribble.

Arthur Mertz  
Director of Business Development  
ANR Industries, Inc.

Corporate Office:

10702 Hathaway Drive, Unit 1 • Santa Fe Springs, CA 90670 • Tel: (562) 777-7807 • Toll Free: (877) 275-4267 • Fax: (562) 777-7808  
e-mail: [info@anrindustries.com](mailto:info@anrindustries.com) • website: [www.anrindustries.com](http://www.anrindustries.com)

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF THE FILING OF A NOTICE OF COMPLETION FOR THE MILLS AVENUE REHABILITATION PROJECT; REDUCTION OF FAITHFUL PERFORMANCE BOND TO 10 PERCENT; AND RETENTION OF PAYMENT BOND FOR SIX MONTHS

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

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**DATE:** July 18, 2011  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 8  
**FILE I.D.:** GRT050  
**DEPT.:** PUBLIC WORKS

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

**BACKGROUND:** On May 2, 2011, the City Council awarded a contract to Gentry Brothers, Inc., for the Mills Avenue Rehabilitation Project and entered into Agreement No. 11-51. All work required under the terms of Agreement No. 11-51 has been satisfactorily completed including removal and replacement of damaged curb, gutter and sidewalk; new asphalt concrete pavement; and placement of new traffic legends including a designated bicycle route. Project limits included rehabilitation of Mills Avenue from Moreno Street to the Union Pacific Railroad tracks, south of Holt Boulevard.

**FISCAL IMPACT:** This project is funded through both the Community Development Block Grant (CDBG) and Measure I. CDBG provided funding in the amount of \$455,389.01 with the remaining \$440,108 provided by Measure I. The contract for the subject project was awarded for \$892,340. The award also authorized a construction contingency of \$90,000. During construction, the scope of work was modified to amend several bid item quantities. The changes increased the total construction cost from the awarded amount of \$892,340 to the final cost of \$895,497, an increase of \$3,157.

**RECOMMENDATION:** Staff recommends the City Council take the following actions related to completion of the Mills Avenue Rehabilitation Project:

1. Approve the filing of a Notice of Completion with the Office of the San Bernardino County Recorder.
2. Authorize reduction of the Faithful Performance Bond to 10 percent.
3. Authorize retention of the Payment Bond for six months.
4. Authorize release of retention 30 days after recordation of Notice of Completion.

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Prepared by: *Mascha*  
Proofed by: *Alle M J*

Reviewed and Approved by: *M. STARRS*  
Presented by: *James Stewart*

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RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Montclair, City Clerk's Office  
5111 Benito Street/P. O. Box 2308  
Montclair, CA 91763

(Space above this line for Recorder's Use)

## NOTICE OF COMPLETION

NOTICE is hereby given that:

The undersigned is the owner of an interest of estate in the hereinafter described property, the nature of which said interest or estate is: fee

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

The work was completed on that certain work known as Mills Avenue Rehabilitation Project

for the undersigned City of Montclair, a Municipal Corporation, on the 18th day of June, 2011

The City accepted the job on the 18th day of July, 2011

The Contractor on said job was Gentry Brothers, Inc.  
384 Live Oak  
Irwindale, Ca. 91706

The improvement consisted of Street Improvements

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

### VERIFICATION

I, the undersigned, say that I am agent for the owner of the aforesaid interest or estate in the property described in the above notice.

I have read the foregoing notice and know and understand the contents thereof, and the facts stated herein are true and correct.

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

Executed on: \_\_\_\_\_ at 5111 Benito Street, Montclair, California

\_\_\_\_\_  
City Engineer, City of Montclair

# AGENDA REPORT

**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT NO. 11-57 WITH BURRTEC WASTE INDUSTRIES, INC. (VENDOR) SUCCEEDING AGREEMENT NO. 93-6 AND AMENDMENTS THERETO AND GRANTING VENDOR AN EXCLUSIVE FRANCHISE FOR SOLID WASTE MANAGEMENT SERVICES

**DATE:** July 18, 2011

**SECTION:** AGREEMENTS

**ITEM NO.:** 1

**FILE I.D.:** REF100-50

**DEPT.:** ADMIN. SVCS.

CONSIDER AUTHORIZATION OF CONVERSION TO AUTOMATED RESIDENTIAL GREENWASTE COLLECTION PROGRAM

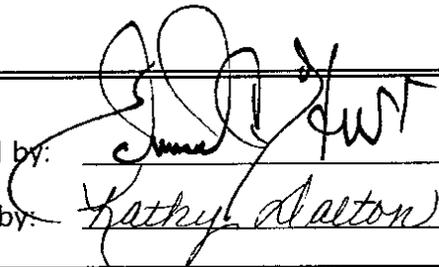
## BUSINESS PLAN:

JUNE 16, 2011 CITY COUNCIL PRELIMINARY BUDGET WORKSHOP AND FEBRUARY 1, 2011 STRATEGIC PLANNING SESSION: CITY COUNCIL DIRECTION TO NEGOTIATE SUCCESSOR FRANCHISE AGREEMENT WITH BURRTEC WASTE INDUSTRIES, INC., MIGRATE TO AN AUTOMATED GREENWASTE COLLECTION PROGRAM, AND SECURE REVENUE ENHANCEMENTS

**REASON FOR CONSIDERATION:** The current Solid Waste Management Services Agreement (Agreement No. 93-6 and amendments thereto) between the City of Montclair and Monte Vista Disposal, Inc.—doing business as (DBA) Burrtec Waste Industries, Inc. (Burrtec)—has exceeded its original five-year franchise period plus annual extensions including its conceptual ten-year extension effective July 1, 2000, through June 30, 2010. The Agreement now extends automatically by one-year increments and would continue in force until notice of nonrenewal is provided; upon such notice, Agreement No. 93-6 would continue for four years until date of termination. As of July 1, 2011, the earliest date of termination would be June 30, 2015.

As proposed, approval of Agreement No. 11-57 between the City and Burrtec would provide for a successor agreement providing an exclusive ten-year franchise period (July 1, 2011, through June 30, 2021)—plus annual one-year extensions effective July 1, 2018. The proposed Agreement would achieve significant improvements in solid waste services including provision of an automated greenwaste collection program, provide enhanced protections for the City and customers, provide the City with greater control over service-related issues, and provide for enhanced revenue options for the City.

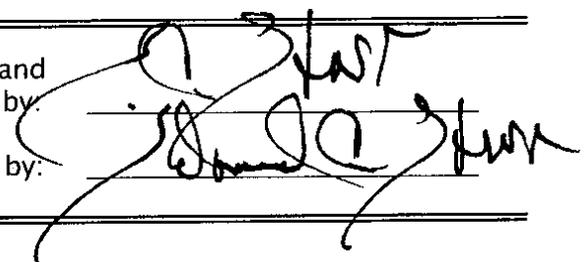
Prepared by:



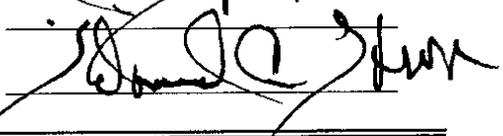
Proofed by:



Reviewed and Approved by:



Presented by:



**BACKGROUND:** Agreement No. 93-6, an exclusive five-year franchise agreement (plus annual extensions) with Monte Vista Disposal, Inc., (DBA Burrtec), continues in force with provision for automatic one-year renewals. The current Agreement and amendments thereto lack critical protections for the City and public, provide for no direct increase in the City's franchise fee related to commercial service, provide for no compensation related to pavement impact, utilize complex formulas for refuse rate calculations, and are unresponsive to state mandates—although Burrtec voluntarily assists in meeting reporting requirements related to AB 939 waste diversion mandates.

In late 2010, the City Manager and Junior Accountant entered into negotiations with Burrtec representatives to develop a successor franchise agreement to Agreement No. 93-6 and amendments thereto. As proposed, Agreement No. 11-57 contains a number of service improvements, protections, and features designed to provide Montclair customers with a superior level of solid waste services. Major provisions of proposed Agreement No. 11-57 are identified in **Table 1** below.

**Table 1**  
**Comparison of Contract Provisions**  
**Agreement No. 93-6 and Amendments**  
**and**  
**Proposed Successor Agreement No. 11-57**

Provision	Agreement No. 93-6	Agreement No. 11-57	Page/Section
<i>Company Name</i>	Monte Vista Disposal Inc.	Burrtec Waste Industries, Inc.	1
<i>Franchise and Franchise Area</i>	Exclusive right to collect all refuse within City Limits	Exclusive right to collect all solid and greenwaste and recyclable material in all residential, commercial, institutional, industrial, and construction premises within City and future annexed areas.	4/3.01 to 3.02.12 & 6/3.03
<i>Exclusive Franchise</i>	Effective February 1, 1993, for minimum five-year period (June 30, 1998).	Ten years (July 1, 2011, to June 30, 2021)—franchise period required to amortize conversion of fleet to alternative fuel and automated green-waste service.	6/4.01 to 4.02
<i>Extension of Franchise</i>	At end of each year of Agreement, automatically extends for additional one year, unless 30-day notice of nonrenewal is provided; if notice is provided, franchise terminates in four years, but no earlier than June 30, 1998.  January 2000, conceptual approval to continue franchise through 2010 to amortize fleet conversion for automated refuse service.	Effective July 1, 2018, automatic one-year extension, and every July 1 thereafter unless Notice of Nonrenewal is provided—effectively, contract would remain in force for a period of four years upon notification of proposed termination.	7/4.03

Provision	Agreement No. 93-6	Agreement No. 11-57	Page/Section
<i>Notice of Nonrenewal</i>	Notice of nonrenewal, 30 days prior to extension date—Agreement terminates four years after notice of nonrenewal.	Notice of nonrenewal at least 120 days but not more than 180 days prior to effective date of automatic extension date on July 1, 2021, and each July 1 extension thereafter.	7/4.03
<i>Conversion to Automated Green-waste Collection</i>	Manual collection, user-provided cans; conversion in 2000 to automated service for solid waste and recyclables.	Within three months of the effective date, Contractor to convert from manual to automated collection including distribution of 95-gallon greenwaste carts (\$3.50 monthly for extra cart). City staff to notify residents of conversion and impact.	10/5.04
<i>Alternative-Fuel Vehicles</i>	Not applicable	Within 24 months of effective date, Contractor's regular route vehicles for residential, commercial, institutional, and industrial service shall be transitioned to alternative fuel vehicles. Nonalternative fuel can be used for backup—up to 30 days—and for emergency purposes.	10/5.05.2
<i>Resolution of Customer Disputes</i>	Not defined	Establishes complaint resolution procedures.	13/5.11 to 5.11.4
<i>Franchise Fee</i>	4 percent of revenues received for collection of commercial and industrial refuse. Deducted monthly from residential rate paid to Contractor. Not a pass-through fee.	Effective January 1, 2012: 10 percent of gross revenue from services to commercial, institutional, and industrial premises, exclusive of revenue from sale of recyclable materials and disposal tip fees. Payments made quarterly. Not a pass-through fee.	14/6.02
<i>Pavement-Impact Fee</i>	Not defined	Effective January 1, 2012: 3.5 percent of gross revenue from services to commercial, institutional, and industrial premises, exclusive of revenue from sale of recyclable materials and disposal tip fees. Payments made quarterly. Not a pass-through fee.	14/6.03
<i>Late Payment Fee/Underpayment</i>	Not defined	Full payment, plus 1.5 percent of unpaid fees due for quarter. Full payment, plus 7 percent interest.	14/6.04.03 19/8.03.4
<i>One-Time Administrative Fee</i>	Not defined	\$2,500, plus attorney fees, for processing Agreement.	15/6.06
<i>Initial Refuse Rate</i>	As negotiated for 1993 based on set assumptions, CPI, and other base factors.	Initial year (Fiscal Year 2011-12) allows for CPI adjustment; however, Contractor is not requesting a rate increase at this time.	15/7.02
<i>Tip Fee Adjustment</i>	Not defined	A pass-through expense adjusted annually to reflect any change in fees charged by processing facility.	16/7.04 to 7.04.2

Provision	Agreement No. 93-6	Agreement No. 11-57	Page/Section
<i>Extraordinary Rate Adjustments</i>	Not defined	Extraordinary rate changes related to scope of services, changes in law, extraordinary costs, change in disposal facility, value of recyclables, clean fuel requirements, and fuel surcharge.	16/7.05 to 7.05.3
<i>AB 939 Reporting Requirements/ Indemnification</i>	Not defined	Contractor shall prepare and submit City's annual AB 939 waste diversion report.	18/8.02 to 8.03.3
		Contractor indemnifies against fines.	20/9.02
<i>Insurance Provisions</i>	Workers' Compensation: legal requirement; General Liability: \$1 million per occurrence/ \$2 million aggregate; Property Damage: \$500,000	Workers' Compensation: \$100,000 per occurrence/excess, \$5 million umbrella; General Liability: \$1 million per occurrence/\$2 million aggregate; Vehicle: \$2 million per occurrence.	21/10.01 to 10.01.06
<i>Faithful Performance Bond</i>	\$200,000	\$200,000	24/10.02
<i>Administrative Hearing Process</i>	Not defined	Administrative hearing for alleged breach of contract. Establishes hearing process.	27/11.09 to 11.09.09
<i>Material Breach</i>	Not defined	For failure to cure, \$100 per day in material default.	29/11.10 to 11.10.11
<i>City Right to Perform in Emergency</i>	Not defined	If Contractor fails to provide service, upon 24-hour notice, City has emergency power to take possession of Contractor's equipment and facilities at cost to Contractor for purpose of protecting public health, safety, or welfare.	30/11.12 to 11.12.11

*Conversion to Alternative-Fuel Fleet.* Within 24 months of the effective date of the Agreement, Burrtec proposes converting its Montclair collection fleet for residential, commercial, institutional, and industrial service to alternative-fuel vehicles. Conversion to alternative-fuel vehicles would produce a positive impact in reducing particulates in the air; provide a quieter fleet for early-morning collection operations; and put in service a new fleet of vehicles without mechanical and hydraulics problems, thereby reducing the impact of spilled oils and fluids on City streets, sidewalks, and parking areas. Burrtec would be permitted to maintain and operate diesel vehicles as backup for regular route vehicles out of service for repair or scheduled maintenance, and to supplement the regular route vehicles for special programs and emergencies. Conversion to a fleet of alternative-fuel vehicles produces no fiscal impact on the City's General Fund—Burrtec would amortize the cost of conversion over the proposed ten-year franchise period.

*Billing Services.* Burrtec representatives indicate the ability to consolidate utility billing services in house at no cost, potentially relieving the City of this current internal responsibility. Services would include the mailing of bills/notices, payment collection, disbursement, problem resolution, and lien processing. City staff will evaluate utilizing Burrtec for

for billing services as a means to address fiscal-related issues and report back to the City Council should this recourse become a recommended direction to pursue.

As an alternative, the billing process can now be incorporated into the property tax payment process. City staff will explore this alternative and, if feasible, survey the interest of residents. The payment of utility bills through property tax rolls could have potential short-term impacts on the City's cash flow but would provide greater assurance of payment by property owners. The property tax payment process may also prove problematic for property owners requiring the payment of refuse and sewer services by tenants.

Information contained under "Billing Services" is informational only—no action is required.

*Greenwaste Collection Program.* Agreement No. 11-57 also seeks transition to an automated greenwaste collection program for all residential customers. The City, with cooperation of Burrtec, migrated to an automated solid waste and recyclables collection program in 2000. The existing program has been well received by the community and produces significantly fewer waste-related problems on respective collection days. As proposed, the greenwaste collection program would provide each residential property with a 95-gallon greenwaste disposal cart supplied by Burrtec at no additional charge—rental rate for each additional cart is \$3.50 per month; however, Burrtec will pick up excess greenwaste properly disposed of in customer-provided containers if a request is made to Burrtec for the additional service. Participation in the automated greenwaste collection program would be mandatory; however, a customer may request transition to an alternate size container, if available. Residents would be advised in advance of any City Council-authorized conversion to a greenwaste collection program.

*Franchise Fee/Pavement-Impact Fee/Administrative Fee.* Effective January 1, 2012, in consideration of the exclusive franchise granted under proposed Agreement No. 11-57, Burrtec shall pay to the City a franchise fee equal to 10 percent of gross revenue from services to commercial, institutional, and industrial users in Montclair—excluding revenue from the sale of recyclable materials and disposal/processing tip fees. Under existing Agreement No. 93-6, the franchise fee is 4 percent.

Effective January 1, 2012, Burrtec agrees to pay the City a pavement-impact fee related to wear and tear on City streets by Burrtec vehicles. The fee would be based on 3.5 percent of gross revenue from services to commercial, institutional, and industrial users in Montclair—excluding revenue from the sale of recyclable materials and disposal/processing tip fees. Agreement No. 93-6 contains no provision for a pavement impact fee.

Both the franchise fee and pavement impact fee would be paid by Burrtec to the City on a quarterly basis.

In consideration for the City's time and effort to work with Burrtec in developing and processing proposed Agreement No. 11-57, Burrtec agrees to pay a one-time administrative fee up to \$2,500, plus legal fees—payable within 10 days following approval of Agreement No. 11-57.

**FISCAL IMPACT:** Proposed Agreement No. 11-57 provides for a number of fee-related impacts that, if approved, would produce a significant and positive annual net impact for the City's General Fund—for a 12-month period, the estimated General Fund impact is \$265,945. Fiscal components of proposed Agreement No. 11-57 include the following:

1. *Franchise Fee.* The franchise fee is not applied to residential properties. Under Agreement No. 93-6 the franchise fee for commercial, industrial, and institutional solid waste services is 4 percent of Contractor's gross revenue from services to commercial, institutional, and industrial premises in the City's service area—the 4 percent franchise fee currently generates approximately \$110,928 in annual franchise fees.

Effective January 1, 2012, Agreement No. 11-57 increases the franchise fee from 4 percent to 10 percent of Contractor's gross revenue from services to commercial, institutional, and industrial premises in the City's service area—the 10 percent franchise fee is expected to generate approximately \$277,313 over a 12-month period, or \$166,385 above the current 4 percent franchise fee. For Fiscal Year 2011-12, the increase in the franchise fee would produce approximately \$83,193 in additional revenue over a six-month period (January 1, 2012, through June 30, 2012).

2. *Administrative Fee.* Agreement No. 11-57 provides for a one-time administrative/processing fee of up to \$2,500, plus attorneys fees.
3. *Pavement Impact Fee.* Effective January 1, 2012, Agreement No. 11-57 provides for a pavement impact fee, equal to 3.5 percent of Contractor's gross revenue from services to commercial, institutional, and industrial premises in the City's service area, exclusive of revenue from the sale of recyclable materials and disposal/processing tip fees. The pavement impact fee is expected to generate approximately \$97,060 over a 12-month period. For Fiscal Year 2011-12, the pavement impact fee would produce approximately \$48,530 in additional revenue over a six-month period (January 1, 2012, through June 30, 2012).

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

1. Approve Agreement No. 11-57 with Burrtec Waste Industries, Inc. (vendor) succeeding Agreement No. 93-6 and amendments thereto and granting vendor an exclusive franchise for solid waste management services.
2. Authorize implementation of an automated greenwaste collection program, with start date to occur in Fiscal Year 2011-12.

**AGREEMENT NO. 11-57**

**SOLID WASTE MANAGEMENT SERVICES AGREEMENT  
BETWEEN THE CITY OF MONTCLAIR AND  
BURRTEC WASTE INDUSTRIES, INC.**

This EXCLUSIVE FRANCHISE AGREEMENT ("Agreement") is entered into this 1st day of July, 2011, between the CITY OF MONTCLAIR, a California municipal corporation ("City") and BURRTEC WASTE INDUSTRIES, INC., a California corporation ("Contractor") for solid waste management services.

**RECITALS**

**WHEREAS**, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste and construction debris handling within their jurisdictions; and

**WHEREAS**, the California Public Resources Code Section 40059(a) (1) makes solid waste handling a matter of local concern; and

**WHEREAS**, California Public Resources Code Section 41900 *et seq.*, provides that local agencies may levy fees for solid waste collection, transfer, and disposal, and for recyclable and compostable collection and transfer; and

**WHEREAS**, California Public Resources Code Section 41780 requires each local agency to divert 50 percent of all solid waste generated within the agency's jurisdiction from landfilling; and

**WHEREAS**, the City Council of the City determines that public convenience and necessity and public health, safety, and well being are served by the award of an exclusive franchise to a qualified enterprise for the collection, transportation, recycling, composting, and disposal of solid waste from residential, commercial, and industrial premises in the City; and

**WHEREAS**, the City has previously entered into exclusive franchise agreements with the Contractor under the name of Monte Vista Disposal, Inc., Agreement No. 93-6, Settlement Agreement No. 94-57, and Agreement No. 97-56; and

**WHEREAS**, the City finds that the Contractor possesses the labor, equipment, facilities, expertise, and financial capability to provide solid waste collection and disposal services, recycling collection services, greenwaste collection services, and construction debris diversion services to all residential, commercial, and industrial premises in the City; and

**WHEREAS**, the City finds that Contractor has performed as the franchise contractor in a good and workmanlike manner; and

**WHEREAS**, the City finds that Contractor proposes to invest in the conversion of its collection vehicle fleet from diesel to clean alternative fuels; and

**WHEREAS**, the City finds that Contractor is providing automated collection of solid waste, recyclables and proposes to invest in the conversion from manual greenwaste collection to automated greenwaste collection; and

**WHEREAS**, the City finds that the Contractor's 2007 pilot program for the year-round collection of bulky items offers a greater service and convenience to residential customers and that Contractor proposes to continue on-call collection of bulky items; and

**WHEREAS**, the City desires to enter into a new agreement with Contractor;

**NOW, THEREFORE BE IT RESOLVED** that the parties agree as follows:

## **ARTICLE 1. DEFINITIONS**

### **1.01 DEFINITIONS**

Unless the context otherwise requires, capitalized terms used in this Agreement shall have the meanings set forth in the definitions contained in Attachment A.

### **1.02 STATUTORY DEFINITIONS**

Unless a term is otherwise defined in this Agreement, terms used in this Agreement shall have the same meaning as the definitions of those terms contained in the Act. In the event of a conflict between the definition of a term in the Act and in this Agreement, the definition in the Agreement shall prevail.

## **ARTICLE 2. REPRESENTATIONS AND WARRANTIES**

### **2.01 OF CONTRACTOR**

**2.01.01 Status.** Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State of California and is qualified to do business in the State of California.

**2.01.02 Authority and Authorization.** Contractor has full legal right, power and authority to execute and deliver this Agreement and perform its obligations hereunder. This Agreement has been duly executed and delivered by Contractor and constitutes a legal, valid and binding obligation of the Contractor enforceable against the Contractor in accordance with its terms.

**2.01.03 Accuracy of Representations.** Contractor's representations and warranties made throughout this Agreement are accurate, true and correct on and as of the effective date of this Agreement.

**2.01.04 No Conflicts.** Neither the execution or delivery by Contractor of this Agreement, the performance by Contractor of its performance obligations, nor the fulfillment by Contractor of the terms and conditions hereof: (i) conflicts with, violates or results in a breach of applicable law; (ii) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other government authority, or any agreement or instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default thereunder; or (iii) will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of Contractor.

**2.01.05 No Approvals Required.** No approval, authorization, license, permit, order or consent of, or declaration, registration or filing with any governmental or administrative authority, commission, board, agency or instrumentality is required for the valid execution and delivery of this Agreement by Contractor, except such as have been duly obtained from its Board.

**2.01.06 No Litigation.** There is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality pending or, to the best of Contractor's knowledge, threatened, against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or in connection with the transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by Contractor in connection with the transactions contemplated hereby.

**2.01.07 Due Diligence.** Contractor has made an independent investigation satisfactory to it of the conditions and circumstances surrounding the Agreement and services it is required to perform.

**2.01.08 Duty.** Contractor shall be at all times during the term of this Agreement, ready, willing and able to collect and transport all solid waste generated within the City in accordance with the provision of the Agreement and all applicable laws, rules and regulations.

**2.01.09 Insurance and Bonds.** Contractor will furnish evidence of the insurance and bonds required under this Agreement prior to the effective date of this Agreement.

**2.01.10 Criminal Activity.** Contractor has represented that none of its officials or directors have a criminal conviction from a court of competent jurisdiction with respect to conviction for any crime, including racketeering, which indicates a lack of business integrity or business honesty that seriously and directly affects the present responsibility of Contractor or its officers or directors; nor has Contractor or any of its respective officers or directors made an admission of guilt or pled *nolo contendere* to the conduct as described above.

## 2.02 OF CITY

**2.02.01 Status.** The City is a municipal corporation of the State of California, duly organized and validly existing under the Constitution and laws of the State of California.

**2.02.02 Authority and Authorization.** The City has full legal right, power and authority to execute, deliver, and perform its obligations hereunder. This Agreement has been duly executed and delivered by the City and constitutes a legal, valid and binding obligation of the City enforceable against the City in accordance with its terms.

**2.02.03 No Conflicts.** Neither the execution or delivery by the City of this Agreement, the performance by the City of its performance obligations, nor the fulfillment by the City of the terms and conditions hereof: (i) conflicts with, violates or results in a breach of applicable law; or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other government authority, or any agreement or instrument to which the City is a party or by which the City or any of its properties or assets are bound, or constitutes a default thereunder.

**2.02.04 No Approvals Required.** No approval, authorization, license, permit, order or consent of, or declaration, registration or filing with any governmental or administrative authority, commission, board, agency or instrumentality is required for the valid execution and delivery of this Agreement by the City, except such as have been duly obtained from its City Council.

**2.02.05 No Litigation.** There is no action, suit, proceeding, or investigation at law or in equity before or by any court or governmental authority, commission, board, agency, or instrumentality pending or, to the best of the City's knowledge, threatened, against the City wherein an unfavorable decision, ruling, or finding in any single case or in the aggregate, would materially adversely affect the performance by the City of its obligations hereunder or in connection with the transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by the City in connection with the transactions contemplated hereby.

**2.02.06 No Warrant Regarding Waste Characterization.** The City makes no warranties with respect to the characterization of solid waste within the City. The City expressly disclaims any warranties, either express or implied, as to the merchantability or fitness for any particular purpose of solid waste or recyclable materials collected by Contractor.

## ARTICLE 3. GRANT OF EXCLUSIVE FRANCHISE

### 3.01 GRANT OF FRANCHISE

Upon the effective date of this Agreement and continuing for the term of the Agreement or any extension or renewal thereof, the City hereby grants Contractor the exclusive right and duty to collect, transfer, transport, recycle, process, and dispose of solid waste, greenwaste, and recyclable material generated or accumulated within the

City by any residential, commercial, institutional or industrial premises. The exclusive nature of this franchise shall be subject to the U.S. Environmental Protection Agency and shall specifically include: (i) construction and demolition waste generated at all premises within the City and (ii) cement truck washout remains, solids, and liquids, generated at all premises within the City and not transported out of the City in the cement truck. This grant of franchise shall be exclusive except as provided in Section 3.02 and shall be subject to all of the terms and conditions of this Agreement.

### **3.02 LIMITATIONS ON EXCLUSIVE FRANCHISE**

The franchise granted to Contractor shall be exclusive except as to the categories of solid waste listed in this Section. The granting of this franchise shall not preclude the categories of solid waste listed below from being delivered to and collected and transported by others provided that nothing in this Agreement is intended to or shall be construed to excuse any person from obtaining authorization from the City which is otherwise required by law:

**3.02.1** The sale or donation of recyclable material by the waste generator to any person or entity other than Contractor; provided however, to the extent permitted by law, if the generator is required to pay monetary or nonmonetary consideration for the collection, transportation, transfer, or processing of recyclable material, the fact that the generator receives a reduction or discount in price (or in other terms of the consideration the generator is required to pay) shall not be considered a sale or donation.

**3.02.2** Recyclable materials and greenwaste, which are removed from any premises by the waste generator, and which is transported personally by such generator (or his or her full-time employees) to a processing or disposal facility in a manner consistent with all applicable laws and regulations.

**3.02.3** Containers delivered for recycling under the California Beverage Container Recycling Litter Reduction Act (California Public Resources Code, Section 14500, *et seq.*).

**3.02.4** Greenwaste removed from a premises by a gardening, landscaping, or tree trimming contractor, including residential gardeners, utilizing its own equipment, as an incidental part of a total service offered by that contractor rather than as a hauling service;

**3.02.5** The collection, transfer, transport, Recycling, processing, and disposal of animal waste (excluding horse manure which is included in the scope of this Agreement) and remains from slaughterhouse or butcher shops for use as tallow;

**3.02.6** The collection, transfer, transport, recycling, processing, and disposal of by-products of sewage treatment, including sludge, sludge ash, grit and screenings;

**3.02.7** The collection, transfer, transport, recycling, processing, and disposal of street sweepings regardless of source;

**3.02.8** The collection, transfer, transport, recycling, processing, and disposal of hazardous substances, hazardous waste, and radioactive waste regardless of its source;

**3.02.9** The collection, transfer, transport, recycling, processing, and disposal of solid waste by the City, its officers, employees, agents, other government agencies, or contractors in the normal course of their employment;

**3.02.10** Solid waste handling services for governmental agencies other than the City, which may have facilities in the City, but over which the City has no jurisdiction in connection with the regulation of solid waste;

**3.02.11** Solid waste handling services provided by any person having a legal right to continue doing so, pursuant to California Public Resources Code Section 49520, *et seq.*, or otherwise, as long as and to the extent such legal right continues to exist.

**3.02.12** In addition to the foregoing, in the event that future interpretations of current law, future enactments or developing legal trends limit the ability of the City to lawfully grant Contractor the scope of services as specifically set forth herein, Contractor agrees that the scope of this Agreement will be limited to those services and materials which may be lawfully provided, and that the City shall not be responsible for any lost profits claimed by Contractor as a result thereof.

While the grant contained herein shall not be exclusive with respect to the above noted matters, Contractor shall still be obligated to provide those services which may be included in the above (i.e., collection of bulky items) pursuant to the rates , and other terms, as set forth in this Agreement.

### **3.03 FRANCHISE AREA DEFINED**

The franchise area granted by this Agreement shall be all residential, commercial, institutional, industrial, and construction premises as set forth herein. As provided for below, the franchise area may be changed by annexation.

### **3.04 ANNEXATION COVERED BY EXISTING AGREEMENT**

Territory annexed into the City that is covered by an existing solid waste permit, license, contract, agreement, or franchise granted by another public entity may continue to be served by the same Contractor for the balance of the term of its permit, license, agreement or franchise, subject to the provisions of the Montclair Municipal Code and the provisions of this Agreement.

## **ARTICLE 4. TERM OF AGREEMENT**

### **4.01 EFFECTIVE DATE**

This Agreement shall become effective July 1, 2011.

#### **4.02 TERM**

The term of this Agreement shall begin on the effective date and continue in full force and effect ten (10) years until midnight, June 30, 2021.

#### **4.03 EXTENSION OF TERM**

Effective July 1, 2018, the term of the Agreement shall automatically extend by one (1) year, extending the term date to June 30, 2022; thereafter, the Agreement shall automatically extend by one (1) additional year each July 1<sup>st</sup> unless either party serves a Notice of Nonrenewal on the other at least thirty (30) days prior to the effective date of an automatic extension date as indicated herein. In the event such a Notice of Nonrenewal is given at least thirty (30) days prior to the effective date of the automatic extension effective July 1 2018, or prior to the effective date of any subsequent July 1 automatic extension date, there shall be four (4) years remaining on the balance of the Agreement, which shall continue in full force and effect until the remaining four (4) year term expires. If terminated, the extension provision may be reinstated only by mutual agreement of the parties.

#### **4.04 OTHER CHANGES TO TERM**

The parties may, by mutual consent, further extend the term of this Agreement or modify the extension provision.

### **ARTICLE 5. CONTRACTOR'S SERVICES**

#### **5.01 COLLECTION SERVICES**

The work to be performed by Contractor pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services described in Attachment B, Scope of Collection Services. Contractor shall perform this work in a thorough and professional manner so that the residents and businesses within the City are provided reliable, courteous, and high-quality service at all times.

**5.01.1 Conditions of Service.** The parties have determined that the following conditions shall remain in effect during the term of this Agreement.

**5.01.1.1 Service Mandatory.** Except as otherwise provided herein, all premises shall be required to arrange and pay for solid waste services of Contractor.

**5.01.1.2 Unauthorized Collection and Transportation Prohibited.** Except as otherwise provided herein, it shall be unlawful for an unauthorized party to collect or transport solid waste generated in the City.

**5.01.1.3 Accumulations of Solid Waste.** It shall be unlawful for waste generators to allow solid waste to accumulate at any premises.

**5.01.1.4 Theft of Recyclables Unlawful.** It shall be unlawful for any person to remove recyclable materials from Contractor's containers.

**5.01.1.5 Placement of Carts for Collection.** Carts at residential premises shall be permitted at the curb the night before collection day and shall be at the curb no later than 6:00 a.m. collection day.

**5.01.1.6 Extra Cart Requirement.** Extra carts ordered by customers shall be provided for a minimum six (6) month continuous subscription period.

## **5.02 COLLECTION STANDARDS**

**5.02.1 Servicing of Containers.** Contractor shall collect the contents and return each container to the location where customer properly placed the container for collection. Following collection, Contractor shall place the containers upright. Contractor shall use due care when handling containers.

**5.02.2 Missed Pick-Ups.** When notified of a missed pick-up, Contractor shall collect the solid waste, recyclable materials, or greenwaste on the day the notice is received, if possible, and in all cases shall collect the missed pick-up by 6:00 p.m. of the next scheduled collection day following receipt of the missed pick-up notification.

**5.02.3 New Customers.** Contractor shall deliver containers and initiate collection services for a new customer within five (5) business days of the customer's request for service.

**5.02.4 Change in Service.** If an existing customer requests a change in the number or size of their solid waste, recyclable materials, or greenwaste containers and/or frequency of collection, Contractor shall deliver and/or remove containers and initiate changes in the collection services within five (5) business days of the customer's request for a change in service.

**5.02.5 Separate Collection.** Contractor shall collect solid waste, recyclable materials and greenwaste separately from each other and shall not commingle these materials at any time during the transportation or delivery of those materials to the disposal facility or processing facility. Solid waste, recyclable materials and greenwaste collected in the City may be combined with similar materials collected from other jurisdictions and shall be allocated by Contractor to the City's collection program based upon tonnage or volume.

**5.02.6 Noncollection Notices.** Contractor may choose to not collect materials for the following reasons: (i) recyclable materials or greenwaste contain excessive contamination; (ii) materials contain hazardous waste; (iii) the loaded weight of a container exceeds the maximum load limit specified on the cart by the manufacturer; (iv) materials are not fully contained within containers; and, (v) container is not accessible due to vehicles or other obstacles. In such case of noncollection, Contractor shall issue noncollection notices stating the reason(s) the materials were not collected. The noncollection notice shall be affixed prominently on the container to ensure that it is not inadvertently removed due to weather conditions. Contractor shall maintain a master record of noncollection notices issued for inspection by the City.

**5.02.7 Excess Materials.** Materials not contained within customer's container shall be considered as excess materials and Contractor shall not be required to collect the excess amounts unless customer has arranged and paid for such collection, with the exception of greenwaste.

**5.02.8 Bins Required for Apartment Complexes.** Multifamily apartment complexes with more than four (4) individual dwelling units shall use bins for refuse collections.

**5.02.9 Care of Private Property.** Contractor shall not damage private property and shall ensure that its employees: (i) close all gates opened in making Collections, (ii) not cross landscaped areas, and (iii) do not climb or jump over hedges and fences. The City shall refer complaints about damage to private property to Contractor who shall repair, to its previous condition, all damage to private or public property caused by its employees or operations. Contractor shall repair damage and/or resolve claims regarding damage to property within thirty (30) days of receipt of the complaint.

**5.02.10 Spills and Cleanup.** Contractor shall instruct employees to clean up any spills or scattered materials resulting from its collection operation. Contractor shall not be required to cleanup spilled or scattered materials resulting from the actions of others including materials falling from overfilled containers or uncontained materials. The City, at its discretion, may require the temporary or permanent use of larger containers in specified applications when spillover and/or illegal dumping at a commercial, industrial, institutional, or construction sites is a consistent problem.

**5.02.11 Days and Hours of Collection.** Contractor shall perform collections according to the following:

**5.02.11.1 Residential Collections.** Contractor shall perform collections at residential premises (including residential premises with bin service), Monday through Friday between the hours of 6:00 a.m. and 6:00 p.m.

**5.02.11.2 Commercial, Institutional and Industrial Premises.** Contractor shall perform collections at commercial, institutional, and industrial premises, Monday through Saturday between the hours of 5:00 a.m. and 6:00 p.m.

**5.02.12 Holidays.** If the regularly scheduled Collection day falls on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day, alternate collection shall be performed on the following day, unless the alternated day falls on Sunday, in which case alternate collection shall then be performed on the following Monday. All other collection days falling on a legal holiday shall remain as scheduled. Collections for the remainder of the week following a holiday shall be delayed for one (1) day.

**5.02.13 City Approval of Residential Routes Required.** Contractor acknowledges that the City schedules street sweeping services for the day following Contractor's performance of collections at residential premises. Contractor shall not change collection schedules for residential premises receiving individual collection without the prior approval of the City which shall not be unreasonably withheld.

### **5.03 ACCEPTABLE MATERIALS**

Materials accepted for collection as recyclable materials and greenwaste are specified in Attachments D and E, respectively.

### **5.04 CONVERSION OF GREENWASTE COLLECTION**

Within three (3) months of the effective date of this Agreement, Contractor shall convert collection of greenwaste from a manual collection method to an automated collection method including the distribution of 95-gallon greenwaste carts to each residential premises receiving individual collection. Unless otherwise changed by Resolution, the fee for each additional cart is \$3.50 monthly.

### **5.05 VEHICLES**

**5.05.1 General.** Contractor shall provide a fleet of collection vehicles sufficient in number and capacity to efficiently perform the work required by the Agreement in strict accordance with its terms. Contractor shall have available sufficient back-up vehicles to respond to mechanical breakdowns, complaints and emergencies.

**5.05.2 Alternative Fuel.** Within twenty-four (24) months of the effective date of this Agreement, all of Contractor's regular route vehicles used for the collections from residential, commercial, institutional, and industrial premises shall be alternative fuel vehicles. Contractor shall be permitted to operate nonalternative fuel vehicles for periods up to thirty (30) days as back-ups for regular route vehicles when such vehicles are out of service for repair or maintenance or to supplement the regular collection vehicles for special programs or emergency situations.

**5.05.3 Specifications.** All vehicles operated in the City by Contractor shall: (i) be registered with the California Department of Motor Vehicles; (ii) have leak proof bodies designed to prevent leakage, spillage, and/or overflow; and, (iii) comply with California Environmental Protection Agency noise emission and California Air Resources Board and Southern California Air Quality Management District rules and regulations.

**5.05.4 Identification.** Contractor's name, local telephone number and vehicle identification number designated by Contractor shall be prominently displayed on the sides and rear of each collection vehicle. The City shall be permitted, at its costs, banner advertising (for nonprofit purposes) on the sides of vehicles. The City may also require vehicles be stenciled with, or carry decals depicting, the City logo.

**5.05.5 Condition and Maintenance.** Contractor shall maintain all of its vehicles and equipment used in providing service under this Agreement in a good, safe, neat, clean, and operable condition at all times.

**5.05.6 Operation.** Vehicles shall be operated in compliance with federal, state, and local laws and regulations.

## 5.06 CONTAINERS

**5.06.1 General.** Contractor shall provide all carts, bins, and debris boxes, as appropriate, to all customers as part of its obligations under the terms of this Agreement. All containers shall be industry-standard and shall be maintained in a safe, serviceable, and functional condition. Any container impacted by graffiti shall be replaced or painted over by Contractor within forty-eight (48) hours of being notified by the City. All containers used in the performance of this Agreement shall remain the property of the Contractor. Residential carts shall be cleaned or replaced, at the City's discretion.

## 5.07 PERSONNEL

**5.07.1 General.** Contractor shall furnish such qualified drivers, mechanical, supervisory, Customer service, clerical and other personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner. All personnel furnished by Contractor shall be subject to the "relationship of parties" provisions of Section 11.01.

**5.07.2 No Gratuities.** Contractor shall not permit its employees to demand, solicit or accept any additional compensation or gratuity in exchange for additional collection services.

**5.07.3 Conduct and Courtesy.** Contractor shall employ only competent and qualified personnel who serve the public in a courteous, helpful, and impartial manner. Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. If any employee is found not to be courteous or not to be performing services in the manner required by this Agreement, Contractor shall take appropriate measures. The City may require Contractor to reassign an employee, if the employee has conducted himself or herself inconsistently with the terms of this Agreement.

**5.07.4 Uniforms.** While performing services under this Agreement, all of Contractor's field service employees shall be dressed in clean uniforms.

## 5.08 HAZARDOUS WASTE

To the extent practical, Contractor shall inspect containers for the presence of hazardous waste and take reasonable precautions to prevent the collection of hazardous waste.

If the presence of hazardous waste is detected in any container, Contractor's personnel shall not collect the contents of the container and shall leave a Notice of Noncollection.

If hazardous waste is later detected in a load, Contractor shall attempt to contact the offending customer who shall be responsible for its removal and cost of removal.

## **5.09 CUSTOMER SERVICE**

Contractor shall provide customer service support from its local office for purposes of fielding inquiries regarding services and billings, assisting commercial customers with service arrangements, and receiving payments.

**5.09.1 Customer Service by City.** The City shall provide customer service support to residential customers.

**5.09.2 Office Hours.** Contractor's office hours shall be, at a minimum, from 8:00 a.m. to 5:00 p.m. daily, on all collection days. A representative of Contractor shall be available during office hours for communication with customers at Contractor's principle office. In the event that normal business problems cannot be rectified over the telephone, a representative of Contractor shall agree to meet with customer at a location agreeable to Contractor and customer. Normal office hour telephone numbers shall either be a local or toll free call. Contractor shall also maintain a local or toll free after-hours telephone number or answering service available at said after-hours telephone number during all hours other than normal office hours.

**5.09.3 Service Complaints.** All customer complaints shall be directed to Contractor. Contractor shall record all complaints received by mail, by email, by telephone, or in person (including date, name, address of complainant, and nature of complaint). Contractor agrees to use its best efforts to resolve all complaints by close of business (waste collection) day following the date on which such complaint is received. Service complaints may be investigated by the City Manager or Manager's designee. Unless a settlement satisfactory to complainant, Contractor, and Manager's designee is reached, the complainant may refer the matter to the City Manager for review. Contractor shall maintain records listing the date of consumer complaints, the customer, description of the nature of the complaint or request, and when and what action was taken by Contractor to resolve the complaint. All such records shall be maintained and shall be available for inspection by the City, as described in Article 8.

**5.09.4 Billing for Service.**

**5.09.4.1 City Billing and Payment to Contractor.** The City shall bill residential premises for regular individual collection services performed by Contractor. The City shall pay Contractor monthly, not later than the tenth (10th) day following the end of each month for services to residential premises. The City's payment to Contractor for service to residential premises shall be equal to the total number of residential premises in the City, including all Multifamily Dwellings, multiplied by the total rate specified in Attachment F, Rate Schedule, as it may be amended from time-to-time. The number of residential premises shall exclude those premises contracting directly with Contractor for bin service, such as premises in mobile home parks. The City's payment to Contractor shall be adjusted upon the effective date of adjustments in service rates, disposal tip fees or other components of the rate when said adjustments are in accordance with the terms of this Agreement and approved by the City Council.

**5.09.4.2 Contractor Billing.** Contractor shall bill owners of residential premises for bin service and commercial, institutional, and industrial customers for bin, debris

box, or stationary compactor services performed by Contractor, in accordance with the service contract. Billings for regular services shall be monthly in advance; for temporary services, Contractor may require cash/credit card payment in advance of service.

**5.09.4.3 Delinquent Commercial, Industrial and Institutional Accounts.** Accounts unpaid more than ten (10) days shall be considered delinquent. Contractor may stop service to delinquent accounts without notice and service shall thereafter be resumed only upon payment of the accumulated fees and reinstatement and/or redelivery fees. In the event any person shall fail to pay any charge herein provided, when the same becomes due, the City Manager or his/her designee shall pursue all remedies available for collection on behalf of the Contractor including, but not limited to, inclusion of such debts on the property tax billing.

## **5.10 GOVERNMENT LIAISON**

Contractor shall designate a responsible representative to serve as its "government liaison" to work with the City Manager or City Manager's designated representative to resolve customer complaints.

## **5.11 RESOLUTION OF CUSTOMER DISPUTES**

Contractor shall notify customers of this complaint resolution procedure at the time customers apply for or are provided service.

**5.11.1** A Customer dissatisfied with Contractor's decision regarding a complaint may ask the City to review the complaint. To obtain this review, customer must request City review within thirty (30) days of receipt of Contractor's response to the complaint, or within forty-five (45) days of submitting complaint to Contractor, if Contractor has failed to respond to the complaint. The City may extend the time to request its review for good cause.

**5.11.2** Before reviewing the complaint, the City Manager shall refer it to Contractor. If Contractor fails to cure the complaint within ten (10) days, the City Manager shall review customer's complaint and determine if further action is warranted. The City Manager may request written statements from Contractor and customer, and/or oral presentations.

**5.11.3** The City Manager shall determine if customer's complaint is unresolved; and if so, what remedy, if any, shall be imposed. The remedy under this Section shall be limited to rebate of customer charges related to the period of complaint.

**5.11.4** The City Manager may delegate these duties to a designee. The decision of the City Manager or Manager's designee shall be final on any matter under Five Thousand Dollars (\$5,000). In the event of a decision on a matter awarding Five Thousand Dollars (\$5,000) or more, Contractor may seek review pursuant to Section 11.05.

## **ARTICLE 6. CITY FEES**

### **6.01 GENERAL**

Unless otherwise specified, the fees described in this Article 6 shall be treated as pass-through costs for the purposes of determining Contractor's compensation and shall be recoverable through the rates that the City/Contractor charges to customers. Contractor shall separately identify any of the fees established under this Section on customer bills if directed to do so by the City.

### **6.02 FRANCHISE FEE**

In consideration of the exclusive franchise granted to Contractor by this Agreement, and to reimburse the City for costs incurred in administering this Agreement, Contractor shall pay to the City a franchise fee equal to ten percent (10%) of Contractor's gross revenue from services to commercial, institutional, and industrial premises provided in the City's service area under this Agreement, exclusive of all revenue from the sale of recyclable materials and disposal/processing tip fees. The franchise fee is not a separately identified pass-through fee charged to customers.

### **6.03 PAVEMENT IMPACT FEE**

Beginning July 1, 2011, Contractor shall pay to the City a pavement impact fee equal to three and one half percent (3.5%) of Contractor's gross revenue from services to Commercial, Institutional and Industrial Premises provided in the City's service area under this Agreement, exclusive of all revenue from the sale of recyclable materials and disposal/processing tip fees. The pavement impact fee is not a separately identified pass-through fee charged to customers.

### **6.04 TIME AND METHOD OF PAYMENT**

**6.04.01 Quarterly Payments.** On or before the last day of the month following the end of each calendar quarter, Contractor shall pay to the City the amounts due for the franchise fee.

**6.04.02 Remittance Form.** Concurrent with the payment of the fees, Contractor shall provide a remittance form following the form, to be approved by the City, (i) identifying the gross revenues received for each service sector for the calendar quarter, (ii) calculation of the City fees due the City, and (iii) a declaration signed by an officer of the company: "I declare under penalty of perjury that the information provided herein is true, complete, and accurate to the best of my knowledge." Fees due the City shall be considered paid when full payment and a complete the City fee remittance form are received by the City.

**6.04.03 Late Payment Fees.** Late payments shall incur a late payment charge equal to one and one-half percent (1.5%) per month of the unpaid fees due for the quarter. Late payment charges are not included in Contractor's compensation and may not be recovered through customer Rates.

## **6.05 ADJUSTMENT TO CITY FEES; ADDITIONAL CITY FEES**

The City may from time to time, by Resolution of the City Council, increase the amount of the fees described in this Article and establish additional fees. All fee adjustments and or additional fees shall be subject to the provisions of Proposition 218. Changes in the total amount of fees to be collected by Contractor and remitted to the City shall be reflected in an adjustment to Contractor's compensation and rates coinciding with the effective date of the fee adjustment or establishment of an additional fee.

## **6.06 ONE-TIME ADMINISTRATIVE FEE**

Contractor shall pay to the City a one-time administrative fee up to Two Thousand Five Hundred Dollars (\$2,500.00) for the City's administrative costs entering into this Agreement, plus legal fees. The Administrative and legal fees shall be due and payable within ten (10) days following approval of this Agreement by the City Council and shall be precedent to this Agreement becoming effective. The administrative fee is not a pass-through fee.

## **ARTICLE 7. CONTRACTOR COMPENSATION AND RATES**

### **7.01 GENERAL**

Contractor's compensation provided for in this Article 7 shall be the full, entire, and complete compensation due Contractor pursuant to this Agreement for all labor, equipment, materials and supplies, fees charged at the disposal facilities and processing facilities used by Contractor, fees due the City, taxes, insurance, bonds, overhead, profit, and all other items necessary to perform all of the services in the manner required by the Agreement.

### **7.02 INITIAL RATES**

The maximum initial rates (i) that Contractor shall be permitted to charge for Contractor's services, and (ii) that the City shall pay Contractor for service to residential premises, are those rates specified in Attachment F, Rate Schedule.

The initial Attachment, F Rate Schedule, and each subsequent revised Attachment F, shall list: (i) each collection service, Additional service and all miscellaneous fees and charges (e.g., single family residential premises with individual collection, three CY bins, one pick-up per week, three CY bins, two pick-ups per week, (ii) the total monthly rate or per incident rate for each item in: (i), and (iii) each of the components of the rate that when totaled equal the total rate (e.g., Contractor service fee, disposal facility tip fee, City franchise fee, etc.)

### **7.03 ANNUAL FORMULA-BASED COMPENSATION ADJUSTMENT**

The maximum rates set forth in Attachment F, Rate Schedule, may be adjusted annually, upon request 90 days in advance, effective each July 1 by an amount equal to the average increase in the Consumer Price Index for *All Cities Consumer Price Index*

(CPI) for the *Los Angeles-Riverside-Orange Co. Area, A-Items Indexes, All Urban Consumers*, as published by the United States Department of Labor, Bureau of Labor Statistics for the previous 12 months ending in December. The first such adjustment may become effective July 1, 2011, and shall apply to all rate components except the disposal/processing facility tip fee component. For example, an adjustment for July 2011 would be based upon the average CPI change reported in the CPI published for January 2010 through December 2010. It is understood by both parties that the maximum annual CPI increase shall be no greater than five percent (5%).

**Formula Adjustment Request Procedure.** Contractor shall submit its request for a CPI-based formula rate adjustment not later than April 1st of the year in which the adjustment shall be made, accompanied by a complete revised Attachment F, Rate Schedule, reflecting the CPI-based formula rate adjustment.

**7.03.1 Approval; Formula Adjustments.** Contractor's request for increase shall be reviewed and considered by the City Council. The City Council's decision shall be based upon verification of the increase in CPI, verification of Contractor's computations of the increases in the Attachment F, Rate Schedule, and the reasonableness of the proposed Rates. The City Council's approval may be rendered not later than June 30th and may not be unreasonably withheld.

#### **7.04 DISPOSAL / PROCESSING FACILITY TIP FEE ADJUSTMENT**

The disposal/processing tip fee component of the rate is a pass-through expense and shall be adjusted annually to reflect any change in fees charged by the disposal/processing facility.

**7.04.1 Tip Fee Adjustment Request Procedure.** Contractor shall submit its request for a tip fee rate adjustment not later than April 1st of the year in which the adjustment shall be made. The tip fee adjustment shall be made in conjunction with the annual rate compensation adjustment.

**7.04.2 Approval.** Contractor's request for increase shall be reviewed and considered for approval by the City Council. The City Council's decision shall be based upon verification of the increase in disposal/processing tip fees, verification of Contractor's computations of the increases in the Attachment F, Rate Schedule, and the reasonableness of the proposed rates. The City Council's approval may be rendered not later than June 30th and may not be unreasonably withheld.

#### **7.05 EXTRAORDINARY RATE ADJUSTMENTS**

Contractor may request an adjustment to its rates at reasonable times other than that allowed in Sections 7.03 and 7.04 in the event of extraordinary changes in the cost of providing service under this Agreement.

**7.05.1 Included Changes.** Changes in the cost of providing service considered extraordinary shall include but not be limited to:

- 1.) *Changes in Scope.* Changes in the scope of services of this Agreement.

- 2.) *Changes in Law.* Changes in law or regulations enacted after the effective date of this Agreement by federal, state, or local regulatory agencies including amendments to the City's Municipal Code.
- 3.) *Extraordinary Costs.* Changes in operating costs brought about by unforeseen circumstances beyond the control of the Contractor.
- 4.) *Change in Disposal Facility.* Temporary or permanent changes in the location of the disposal facility.
- 5.) *Value of Recyclables.* Change in the value of recyclable materials.
- 6.) *Clean Fuel Requirement.* Compliance with SCAQMD Rule 1193.
- 7.) *Fuel Surcharge.* Temporary or permanent fees to offset the increased cost of operating fuels.

**7.05.2 Excluded Changes.** Changes in the cost of providing service specifically excluded shall be limited to:

- 1.) *Inaccurate Estimates.* Inaccurate estimates assumed by Contractor in the number of service units or the cost of rendering service pursuant to this Agreement.
- 2.) *Employee Wage Rates and Benefits.* Changes in the cost of providing service due to changes in wage rates or employee benefits granted by Contractor.

**7.05.3 Request and Review.** For each request for an extraordinary rate adjustment to rates that Contractor may charge customers brought pursuant to this Article 7, Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to the City with support for assumptions made by Contractor in preparing the estimate. The City shall review the Contractor's request and, in the City's sole judgment and absolute, unfettered discretion make the final determination as to whether an adjustment to the rates will be made, and, if an adjustment is to be permitted, the appropriate amount of the adjustment.

## **ARTICLE 8. RECORDS AND REPORTS**

### **8.01 RECORDS**

**8.01.3 General.** Contractor shall maintain records required to conduct its operations, to support requests it may make to the City, and to respond to requests from the City.

**8.01.4 Inspection.** Contractor's records shall be available for inspection by the City at Contractor's corporate office during regular business hours and upon reasonable notice.

**8.01.5 Records Retention.** Contractor shall maintain all records required in the performance of this Agreement for a period of five (5) years after its expiration or early termination.

**8.01.6 Customer Records.** Contractor shall maintain customer and billing information by Service Sector including: (i) name, address, and phone numbers of customer; (ii) service level; and, (iii) amount billed.

**8.01.7 Service Records.** Contractor shall maintain record of customer complaints and inquiries for three (3) years.

**8.01.8 Materials Records.** Contractor shall maintain a monthly record by service sector of the weight of solid waste, recyclable materials, and greenwaste collected from all premises in the City.

**8.01.9 Disposal Records.** Contractor shall maintain a monthly record of all solid waste disposed by disposal facility.

**8.01.10 Route Information.** Contractor shall maintain a record of its routes and collection days by service sector for review by the City. Such record may be in the form of maps and route books.

## **8.02 REPORTS**

**8.02.3 General.** Contractor shall submit reports according to the following schedule: (i) monthly reports within forty-five (45) days after the end of the reporting month; (ii) quarterly reports within forty-five (45) days after the end of each calendar quarter; (iii) annual reports within forty-five (45) days after the end of the calendar year; and (iv) event-specific reports shall be submitted within thirty (30) days following the occurrence.

**8.02.4 Monthly Report.** Monthly, Contractor shall prepare and submit a report of the following: (i) total solid waste disposed by service sector and recyclable materials, greenwaste, and construction debris tonnage diverted by service sector; (ii) recycling program participation determined from data gathered on a daily basis; (iii) record of recyclable materials sold reflecting the quantity of tonnage sold of each category; (iv) Information compiled concerning customer complaints, along with a brief narrative describing any operational changes made to respond to complaints received and to prevent their reoccurrence in the future; and (v) list of notices issued detailing recyclable materials contamination problems and Contractor's follow-up actions, including copies of contamination notices and warning letters issued during the month.

**8.02.5 Quarterly Report.** Quarterly, Contractor shall prepare and submit a report of its gross revenue by service sector.

**8.02.6 Annual Report.** Annually, Contractor shall prepare and submit a report containing: (i) a summary of activities including, but not limited to, services begun or discontinued during the reporting year; (ii) number of customers for each service sector; (iii) a report summarizing the City's progress in meeting and maintaining

diversion goals under AB939, including any recommended changes; (iv) a revenue statement setting forth all fees paid to the City during the reporting year including the basis for calculation thereof; (v) a report on the amount by weight of recyclable materials, greenwaste, and construction and demolition waste diverted from landfill disposal, (vi) list of Contractor's officers and members of its board of directors; and (vii) list of stockholders or other equity investors holding five percent (5%) or more of voting interest in Contractor and any subsidiaries unless Contractor is a public corporation whose annual reports are publicly available.

Contractor's annual report shall also include: (i) a review of emerging technologies, demonstrations and tests applicable to the City; and (ii) specific plans for recommendations for new services for the City.

**8.02.7 Event-Specific Reporting.** Contractor shall submit event-specific reports following the occurrence of any of the following events: (i) accumulated solid waste at premises in the City; (ii) unauthorized dumping; (iii) hazardous waste identified in containers; (iv) unauthorized collectors observed including theft of recyclable materials; (v) summary of special event activities conducted in the City by Contractor; and (vi) any reports or material submitted by Contractor to any federal or state agency containing information adverse to the City or this Agreement.

## **8.03 AUDIT**

**8.03.3 Auditable Records.** Contractor shall maintain in auditable form all records relating to the services provided hereunder, namely: (i) customer lists, (ii) billing records, (iii) accounts receivable records, (iv) maps, (v) AB 939 compliance records, and (vi) customer complaints, for the most current five (5) year period of time, or any longer period required by law or by the City. The City shall have the right, upon five (5) days advance notice, to inspect maps, AB 939 compliance records, customer complaints, and other like materials of Contractor which reasonably relate to Contractor's compliance with the provisions of the Agreement. Such records shall be made available to the City at Contractor's regular place of business.

**8.03.4 Underpayment of City Fees.** Should any examination or audit of Contractor's records reveal an underpayment of any City fee or payment to the City required by this Agreement, the amount of such underpayment of any fee required shall become due and payable to the City with interest at the legal rate of seven percent (7%) not later than fifteen (15) days after written notice of such underpayment is sent to Contractor by the City. Should any underpayment of more than three percent (3%) be discovered, Contractor shall bear the entire cost of the audit.

## **ARTICLE 9. INDEMNITY**

### **9.01 INDEMNIFICATION OF CITY**

Separate and distinct from the insurance and liquidated damages provisions found in this Agreement and to the full extent permitted by law, Contractor shall defend, with counsel approved by the City, indemnify and hold harmless City, its employees, agents

and officials from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged, or threatened; actual attorney fees incurred by City; court costs; interest; defense costs including expert witness fees; and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of, or arising out of or in any way attributable in whole or in part to the performance of this Agreement. All obligations under this provision are to be paid by Contractor as the City incurs them.

Without affecting the rights of City under any provision of this Agreement or this Section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Contractor acknowledges that its obligation pursuant to this Section extends to liability attributable to City, if that liability is less than the sole fault of City.

This provision shall survive the expiration of the term of this Agreement.

## **9.02 AB939 INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the indemnitees against all fines and/or penalties imposed by the California Department of Resources, Recycling and Recovery (Cal Recycle) based on Contractor's failure to comply with laws, regulations or permits issued or enforced by Cal Recycle or caused or contributed to by Contractor's failure to perform its obligations under this Agreement. This indemnity obligation is subject to the limitations and conditions in Public Resource Code Section 40059.1 but is enforceable to the maximum extent allowable by that Section. This indemnity shall survive the termination or earlier expiration of this Agreement.

## **9.03 HAZARDOUS SUBSTANCES AND COMPREHENSIVE ENVIRONMENTAL RESPONSE, AND LIABILITY ACT (CERCLA) INDEMNIFICATION**

Except with respect to Disposal Facilities used by Contractor, Contractor shall indemnify, defend with counsel approved by the City, protect and hold harmless the City, its officers, employees, agents, assigns, volunteers, and any successor or successors to the City's interest (collectively, "indemnitees") from and against all claims, actual damages (including but not limited to special and consequential damages), natural resources damages, punitive damages, injuries, costs, response remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid (collectively, "claims"), incurred or suffered by,

or asserted against, the City or its officers, employees, agents, or Contractor arising from or attributable to any pick-up, repair, cleanup, or detoxification, or preparation and implementation of any removal, remedial, response, closure, or other plan (regardless of whether or not undertaken due to governmental action) concerning any hazardous substances or hazardous wastes including the release of such substances or wastes at any place where Contractor stores or disposes of municipal solid waste pursuant to the Agreement, provided that this indemnity does not extend to claims to the extent that they are caused solely by the negligence or willful misconduct or breach of this Agreement by an indemnitee. The indemnity provided in this Section shall apply to claims arising from acts or omissions of Contractor which occur during the term of this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, ("CERCLA"), 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless, and indemnify the City from all liability. The indemnity provided in this Section 10.02 is separate from and supplementary to that provided in Section 10.01.

## ARTICLE 10. INSURANCE AND PERFORMANCE BOND

### 10.01 INSURANCE

**10.01.01 Types and Amounts of Coverage.** Contractor shall procure from an insurance company or companies authorized to do business in the State of California, and shall maintain in force at all times during the term, the following types and amounts of insurance:

- 1.) *Workers' Compensation and Employer's Liability.* Contractor shall maintain workers' compensation insurance covering its employees in statutory amounts and otherwise in compliance with the laws of the State of California. Contractor shall maintain employer's liability insurance in an amount not less than One Hundred Thousand Dollars (\$100,000) per accident or disease and an excess umbrella liability policy with a minimum of not less than Five Million Dollars (\$5,000,000) per occurrence. Contractor shall not be obligated to carry workers compensation insurance if: (i) it qualifies under California law and continuously complies with all statutory obligations to self-insure against such risks; (ii) furnishes a Certificate of Permission to Self-Insure issued by the Department of Industrial Relations; and (iii) furnishes updated Certificates of Permission to Self-Insure periodically to evidence continuous self-insurance.
- 2.) *Commercial General Liability.* Contractor shall maintain commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate, covering personal injury, bodily injury, death, and property damage, including the loss of use thereof, arising out of, or occasioned in any way by, directly or indirectly, Contractor's performance of services under this Agreement.

The insurance required by this Subsection shall include:

- (i) Premises Operations (including use of owned and nonowned equipment); and,
- (ii) Personal Injury Liability;

The commercial general liability insurance shall be written on an "occurrence" basis (rather than a "claims made" basis) in a form at least as broad as the most current version of the Insurance Service Office Commercial General Liability Occurrence Policy Form (CG0001). If occurrence coverage is not obtainable, Contractor must arrange for "tail coverage" on a claim's made policy to protect the City from claims filed within four years after the expiration or earlier termination of this Agreement relating to incidents that occurred prior to such expiration or termination.

- 3.) *Vehicle Liability.* Contractor shall maintain automobile liability insurance covering all owned, nonowned, and hired vehicles used in performing service under this Agreement with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage.

**10.01.02 Acceptability of Insureds.** The insurance policies required by this Section shall be issued by an insurance company or companies authorized to do business in the State of California, subject to the jurisdiction of the California Insurance Commissioner, and with a rating in the most recent edition of *Best's Insurance Reports* of size category VIII or larger and a rating classification of "A" or better.

**10.01.03 Required Endorsements.** Without limiting the generality of Subsection 10.01.01, paragraphs 1 and 2, the policies shall contain endorsements in substantially the following form:

- 1.) *Workers' Compensation and Employers' Liability Policy*

- (a) "Thirty (30) days prior written notice shall be given to the City in the event of cancellation of this policy, except ten (10) days written notice for cancellation of this policy for nonpayment of premium." Such notice shall be sent to:

Attention: City Manager  
City of Montclair  
5111 Benito Street  
Montclair, CA 91763

- (b) "Insurer waives all right of subrogation against the City and its officers and employees for injuries or illnesses arising from work performed for the City."

2.) *Commercial General Liability Policy; Automobile Liability Policy; Pollution Liability Policy; and Hazardous Materials Policy*

- (a) "Thirty (30) days prior written notice shall be given to the City in the event of cancellation of this policy, except ten (10) days written notice for cancellation of this policy for nonpayment of premium." Such notice shall be sent to:

Attention: City Manager  
City of Montclair  
5111 Benito Street  
Montclair, CA 91763

- (b) "The City, its officers, employees, and agents are additional insureds on this policy."
- (c) "This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by the City, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only."
- (d) "Inclusion of the City as an insured shall not affect the City's rights as respects any claim, demand, suit, or judgment brought or recovered against the Contractor. This policy shall protect Contractor and the City in the same manner as though a separate policy had been issued to each, but this shall not operate to increase the company's liability as set forth in the policy beyond the amount shown or to which the company would have been liable if only one party had been named as an insured."

**10.01.04 Self Insured Retention.** The liability policies described in Section 14.02 may contain self-insured retentions. The self-insured retentions may not exceed Two Hundred Fifty Thousand Dollars (\$250,000) per occurrence.

**10.01.05 Delivery of Proof of Coverage.** Prior to the effective date of this Agreement, Contractor shall furnish the City one or more certificates of insurance on a standard ACORD form substantiating that each of the coverages required hereunder is in force, in form and substance satisfactory to the City. Such certificates shall show the type and amount of coverage, effective dates, and dates of expiration of policies and shall be accompanied by all required endorsements. If the City requests, copies of each policy, together with all endorsements, shall also be promptly delivered to the City. Contractor shall furnish renewal certificates to the City to demonstrate maintenance of the required coverages throughout the term.

**10.01.06 Other Insurance Requirements**

- 1.) In the event performance of any services is delegated to a subcontractor, Contractor shall require such subcontractor to provide statutory workers' compensation insurance and employer's liability insurance for all of the

subcontractor's employees engaged in the work. The liability insurance required by Subsection 10.01.01 (2) and the automobile liability policy required by Subsection 10.01.01 (3) shall cover all subcontractors or the subcontractor must furnish evidence of insurance provided by it meeting all of the requirements of this Section.

- 2.) Contractor shall comply with all requirements of the insurers issuing policies. The carrying of insurance shall not relieve Contractor from any obligation under this Agreement. If any claim is made by any third person against Contractor or any subcontractor on account of any occurrence related to this Agreement, other than claims by employees for work-related incidents, Contractor shall promptly report the facts in writing to the insurance carrier and to the City.
- 3.) If Contractor fails to procure and maintain any insurance required by this Agreement, the City may take out and maintain such insurance as it may deem proper and may require Contractor to reimburse it for the cost incurred within thirty (30) days and/or deduct the cost from any moneys due Contractor. The City may also treat the failure as a Contractor default.
- 4.) The City is not responsible for payment of premiums for or deductibles under any required insurance coverages.
- 5.) Any excess or umbrella policies shall be written on a "following form" basis.

## **10.02 FAITHFUL PERFORMANCE BOND**

Prior to the effective date of this Agreement, Contractor shall file with the City a bond securing the Contractor's faithful performance of its obligations under this Agreement. The principal sum of the bond shall be Two Hundred Thousand Dollars (\$200,000). The bond shall be executed as surety by a corporation authorized to issue surety bonds in the State of California, regulated by the California Insurance Commissioner, and with a financial condition and record of service satisfactory to the City.

The term of the bond shall be not less than twelve (12) months. The bond shall be extended, or replaced by a new bond in the same principal sum, for the same term (i.e., twelve (12) months) and in the same form, annually thereafter. Not less than thirty (30) days before the expiration of the initial, or any subsequent, bond, Contractor shall furnish either a replacement bond or a continuation certificate, executed by the surety.

It is the intention of this Section that there be in full force and effect at all times a bond securing the Contractor's faithful performance of the Agreement, throughout its term.

## **ARTICLE 11. ADDITIONAL AGREEMENTS OF PARTIES**

### **11.01 RELATIONSHIP OF PARTIES; INDEPENDENT CONTRACTOR**

The parties intend that Contractor shall perform the services required by this Agreement as an independent contractor engaged by the City and not as an officer or employee of the City nor as a partner of or joint venturer with the City. No employee of Contractor shall be deemed to be an employee or agent of the City. Except as expressly provided herein, Contractor shall have the exclusive control over the manner and means of conducting the services performed under this Agreement, and over all persons performing such services. Contractor shall be solely responsible for the acts and omissions of its officers, employees, subcontractors and agents. Neither Contractor, nor its officers, employees, subcontractors, and agents shall obtain any rights to retirement benefit, workers' compensation benefits, or any other benefits which accrue to City employees by virtue of their employment with the City.

### **11.02 COMPLIANCE WITH LAW**

In providing the services required under this Agreement, Contractor shall at all times comply with all applicable laws of the United States, the state and the City, with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, and by the City, now in force and as they may be enacted, issued or amended during the term, and with all permits affecting the services to be provided.

### **11.03 ASSIGNMENT; TRANSFER; CHANGE IN CONTROL**

**11.03.01 City Consent Required.** It is the expressed intent of the parties to this Agreement that the rights and privileges granted by this Agreement shall not be transferred, sold, hypothecated, leased, assigned, nor shall any of the rights or privileges herein be hypothecated, leased, assigned, sold, or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest, or property therein, pass to or vest in any person, except Contractor, either by act of Contractor or by operation of law, nor shall any change in control occur, without the prior written consent of the City, expressed by Resolution adopted by the City Council.

It is further understood and agreed that the City's consent to any of the above actions or transactions may be withheld for any reason, with or without cause, and that upon the occurrence of any of the above events, without consent of the City, the City shall have the absolute right to terminate the Agreement without notice.

**11.03.02 Assignment to Family Member.** Notwithstanding the fact it would otherwise fall within the provisions of Section 11.03, any transfer of interests to an immediate family member of any existing shareholder may occur with the written approval of the City Manager, if Contractor certifies and the City Manger verifies that the transfer is in fact to an immediate family member or members; and, the City Manager finds both of the following: (i) that the transfer of interest will have no adverse impact on Contractor's operations in the City, and (ii) that the transfer of

interest will not result in any interest in Contractor being vested in any person who is not an immediate family member of an existing shareholder of Contractor. In the event the City Manager is unable to make these findings, or has any concern regarding his ability to do so, he may refer the matter in whole or part to the City Council for its consideration, approval, or other action, and the City Council shall have the discretion to consider the matter as if it is a transfer as described in this Section 11.03.

#### **11.04 SUBCONTRACTING**

Contractor shall not engage any subcontractors to perform any of the services required of it by Article 5 of this Agreement without the prior written consent of the City. Contractor shall notify the City no later than thirty (30) days prior to the date on which it proposes to enter into a subcontract. The City may approve or deny any such request in its sole discretion and its approval shall not be unreasonably withheld.

**11.04.01 Affiliated Entity.** Contractor retains the right to enter into an arrangement with an affiliated entity to perform any of the services, activities or administration of services or activities which Contractor is required or allowed to perform under this Agreement. Any arrangement by Contractor with an affiliated entity shall neither be considered as **subcontracting nor as an assignment.**

#### **11.05 DISPUTES BETWEEN PARTIES**

Should either party be dissatisfied with any action, inaction, report, finding, decision, or matter of discretion of the other, except for a material breach of the Agreement by Contractor, the aggrieved party shall notify the other in writing, within ten (10) days of the aggrieved event, setting forth their understanding of the facts, rights or claims and reasons for objecting. Within 15 days following such notification, the Parties shall meet in good faith in an Administrative Review conducted by the City Manager to resolve the matter to the reasonable satisfaction of both parties. Should the parties fail to reach an agreement on the disputed matter within ten (10) days, the aggrieved party: (i) if the Contractor, may request a Review Hearing before the City Council to be conducted within twenty (20) days of the request for a Review Hearing, or (ii) if the City, shall schedule a Review Hearing before the City Council to be conducted within twenty (20) days of the Administrative Review. The decision of the City Council at the Review Hearing shall be binding.

#### **11.06 FORCE MAJEURE**

Except as otherwise provided herein, Contractor shall not be in default under this Agreement in the event that the services to be provided by Contractor are temporarily interrupted or discontinued for any of the following reasons: (i) riots, wars, sabotage, civil disturbances, insurrections, and explosion; (ii) natural disasters such as floods, earthquakes, landslides, and fires; (iii) strikes, lockouts, and other labor disturbances lasting less than ten (10) calendar days; or (iv) other catastrophic events which are beyond the reasonable control of Contractor. Other catastrophic events do not include the financial inability of Contractor to perform or failure of Contractor to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of Contractor except as otherwise provided.

## **11.07 OWNERSHIP OF SOLID WASTE**

**11.07.01 Contractor Ownership and Rights.** Once solid waste, recyclable materials, greenwaste, and construction debris are placed in commercial bins for collection or residential containers at curbside, ownership shall transfer to Contractor by operation of law, subject to the terms of this Agreement and pursuant to Sections 41950–41956 of the California Public Resources Code. Subject to Contractor's duty to meet the AB939 goals which apply to the City, Contractor is hereby granted the right to retain, recycle, compost, dispose of, and otherwise use solid waste, recyclable materials, greenwaste, and construction debris, or any part thereof, in any lawful fashion or for any lawful purpose desired by Contractor. Subject to the provisions of this Agreement, Contractor shall have the right to retain any benefit or profit resulting from its right to retain, recycle, compost, dispose of, or use the solid waste, recyclable materials, greenwaste, and construction debris, or any part thereof.

**11.07.02 Transfer of Ownership.** When disposed of at a disposal site or sites (whether landfill, transformation facility, transfer station, or material recovery facility) solid waste, recyclable materials, greenwaste, and construction debris shall become the property of the owner or operator of the disposal facility once deposited there by Contractor. At no time does the City obtain any right of ownership or possession of solid waste placed for collection, and nothing in this Agreement shall be construed as giving rise to any inference that the City has such rights.

## **11.08 EVENTS OF DEFAULT**

Each of the following shall constitute an event of default ("Contractor default"):

- (i) Contractor fails to perform its obligations under Article 5 of this Agreement and its failure to perform is not cured within ten (10) business days after written notice from the City;
- (ii) Contractor fails to perform its obligations under any Section of this Agreement and its failure to perform is not cured within ten (10) business days after written notice from the City, provided that if the nature of the breach is such that it will reasonably require more than ten (10) business days to cure, Contractor shall not be in default so long as it promptly commences the cure and diligently proceeds to completion of the cure, and provided further that neither notice nor opportunity to cure applies to events described in Subsections (iii) through (vii);
- (iii) Contractor ceases to provide collection and transportation services for a period of two (2) business days for any reason within Contractor's control, except for events described in Section 11.06;
- (iv) Contractor files a voluntary petition for relief under any bankruptcy, insolvency or similar law;
- (v) an involuntary petition brought against Contractor under any bankruptcy, insolvency, or similar law which remains undismissed or unstayed for ninety (90) days;
- (vi) Contractor fails to furnish a replacement bond or a continuation certificate of the existing bond not less than ten (10) days before expiration of the bond, as required by Article 10 or fails to maintain all required insurance coverages in force; and
- (vii) a representation or warranty contained in Section 2 proves to be false or misleading in a material respect as of the date such representation or warranty was made.

## **11.09 ADMINISTRATIVE HEARING**

**11.09.01 Hearing Required.** An Administrative Hearing shall be held: (i) if either party alleges a breach of this Agreement by the other; and (ii) preceding a default hearing before the City Council. Should either party contend a breach of this Agreement by the other party, the offended party shall file a written request with the other for an Administrative Hearing within fourteen (14) days of the alleged breach.

**11.09.02 Hearing Officer Selection.** Within ten (10) days of receipt of Contractor's written notice or within ten (10) days of delivering written notice to Contractor, the City Manager and Contractor shall meet to mutually agree on the selection of a hearing officer. If agreement is not reached within twenty (20) days of the filing of the notice of breach, then Contractor shall select the hearing officer from a list of three potential hearing officers who are retired California Superior Court or Appellate Court justices, none of whom are related to the parties, prepared by the City Manager and approved by the City Council.

**11.09.03 Hearing Procedure and Venue.** The hearing shall be conducted according to California Code of Civil Procedure Section 1280, *et seq.* The exclusive venue shall be in San Bernardino County, California. A hearing officer to whom a matter is referred shall have the authority to: (i) order the City or Contractor to undertake remedial action to cure the breach and to prevent occurrence of similar breaches in the future; (ii) assess damages and/or levy a penalty upon the City or the Contractor consistent with the terms of this Agreement; or (iii) find there has been no breach.

**11.09.03 Payment of Fees.** The party losing the hearing shall be liable for the hearing officer's fees.

**11.09.04 Failure to Comply.** Any failure of Contractor to comply with the hearing officer's order shall be deemed a material breach of the Agreement, and may be grounds for termination of the Agreement.

**11.09.05 Hearing Commencement; Discovery.** The hearing officer shall commence the hearing within thirty (30) days of selection unless the parties and the hearing officer otherwise agree. Any party to the hearing may issue a request to compel reasonable document production from the other party. Disputes concerning the scope of document production and enforcement of document requests shall be subject to agreement by the parties, or if agreement is not reached within twenty (20) days of that document request, then by disposition by order of the hearing officer. Any such document request shall be subject to the proprietary rights and rights of privilege of the parties, and the hearing officer shall adopt procedures to protect such rights. Except as may be otherwise specifically agreed by the parties, no other form of pretrial discovery shall be available to the parties; provided that if either party notifies the hearing officer that a material violation of the franchise or rights in connection therewith is claimed by either party, the provisions of Code of Civil Procedure Section 1283.05 shall apply.

**11.09.06 Communications.** Neither party may communicate separately with the hearing officer after the hearing officer has been selected. All subsequent

communications between a party and a hearing officer shall be simultaneously delivered to the other party. This provision shall not apply to communications made to schedule a hearing or request a continuance.

**11.09.07 Effective Date; Findings.** Until a final decision is entered from the hearing officer proceeding under the foregoing provisions and the time for appeal or other post judgment petition has expired, the imposition or enforcement of any penalties or sanctions provided in the Agreement and related to the subject matter of the hearing shall be stayed. The hearing officer may modify or cancel any proposed penalties or sanctions upon finding that the party subject thereto acted with substantial justification or if the interest of justice so require.

**11.09.09 Appeal.** Any party to a hearing may petition the Superior Court in San Bernardino County, California, to confirm, correct, or vacate the award on the grounds stated in the General Arbitration Act. Any proceedings on appeal shall be in accordance with Code of Civil Procedures 1294 and 1294.2.

## **11.10 LIQUIDATED DAMAGES**

**11.10.09 Material Breach.** The City finds, and Contractor agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by the City as a result of a material breach by Contractor of its obligations under this Agreement. The factors relating to the impracticality of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable services; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that services might be available at substantially lower costs than alternative services, and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

**11.10.10 Amount.** After providing Contractor notice and an opportunity to cure set forth herein, the City Council may, in its discretion, assess liquidated damages in an amount not to exceed One Hundred Dollars (\$100.00) per day, per incident for each calendar day that service is not provided by Contractor in accordance with this Agreement. The Parties acknowledge that the phrase "ceases to provide collection and transportation services" (Section 11.08 iii) refers to a comprehensive failure to perform and does not mean an occasional missed pick-up or other similar mistake. The amount of the liquidated damages shall be adjusted annually each July 1st by the amount of change in the Consumer Price Index according to the procedure specified in Article 7 for Contractor compensation. In addition, the City Council may order the assessment against the bond required by Section 11.03, the termination of the Agreement, or both.

**11.10.11 Payment.** The City finds, and Contractor acknowledges and agrees, that the above described liquidated damage provisions represent a reasonable sum in light of all the circumstances. Said liquidated damages sums shall be applicable to each business day of delay during which Contractor has been found by the City Council to be in material default pursuant to this Section. The Contractor shall pay any liquidated damages assessed by the City Council within ten (10) days after they are assessed.

## **11.11 CITY'S ADDITIONAL REMEDIES**

In addition to the remedies set forth in this Section, the City shall have the following rights and remedies:

**11.11.09 Rental of Equipment and Facilities.** To rent or lease equipment from Contractor at its fair and reasonable rental value for the purpose of performing the services which Contractor is obligated to perform pursuant to this Agreement, for a period not to exceed six (6) months. In the case of equipment not owned by Contractor, Contractor shall assign to the City, to the extent Contractor is permitted to do so under the instruments pursuant to which Contractor possesses such equipment, the right to possess the equipment. If the City exercises its rights under this Section, the City shall pay Contractor the reasonable rental value of the equipment so taken for the period of the City's possession thereof.

**11.11.10 Performance by Others.** The right to license others to perform the services otherwise to be performed by Contractor hereunder or to perform such services itself.

**11.11.11 Damages.** The right to obtain damages and/or injunctive relief. Both parties recognize and agree that in the event of a breach under the terms of this Agreement by Contractor, the City may suffer irreparable injury and incalculable damages sufficient to support injunctive relief, to enforce the provisions of this Agreement and to enjoin the breach thereof.

## **11.12 RIGHTS OF CITY TO PERFORM DURING EMERGENCY**

**11.12.09 Temporary Possession.** Should Contractor, for any reason whatsoever, except the occurrence or existence of any of the events or conditions set forth in Section 11.06, "force majeure", refuse or be unable to collect, transport, recycle, compost, and dispose, and provide temporary bin/roll-off services for any or all of the refuse, compostables, and recyclables which it is obligated under this Agreement for a period of more than seventy-two (72) hours, and if as a result thereof, debris, refuse, compostables, recyclables, and construction debris should accumulate in the City to such an extent, in such a manner, or for such a time that the City Manager should find that such accumulation endangers or menaces the public health, safety, or welfare, then in such event the City shall have the right, upon twenty-four (24) hour prior written notice to Contractor, during the period of such emergency, to temporarily take possession of any or all equipment and facilities of Contractor previously used in the collection, transportation, recycling, composting, and disposal of solid waste and construction debris and provide temporary bin/roll-off services under this Agreement, and to use such equipment and facilities to collect, recycle, compost, and transport any or all debris, refuse, compostables, recyclables, and construction debris and provide

temporary bin/roll-off services which Contractor would otherwise be obligated to collect, recycle, compost, transport, and dispose of solid waste and construction debris and provide temporary bin/roll-off services pursuant to this Agreement. Contractor agrees that in such event it shall fully cooperate with City to affect such a transfer of possession for the City's use and pay and/or reimburse the City for such reasonable costs related to the temporary possession and operation, of such equipment and facilities, and/or provision of such services as defined herein.

**11.12.10 No Payment; Relinquishment.** Contractor agrees that, in such event, the City may take temporary possession of and use all of said equipment and facilities without paying Contractor any rental or other charge, provided that the City agrees that, in such event, it assumes complete responsibility for the proper and normal use of such equipment and facilities. The City agrees that it shall immediately relinquish possession of all of the above mentioned property to Contractor upon receipt of written notice from Contractor to the effect that it is able to resume its normal responsibilities under this Agreement.

**11.12.11 Emergency Response Plan.** Contractor shall provide services as specified in Attachment G.

## **ARTICLE 12. MISCELLANEOUS PROVISIONS**

### **12.01 GOVERNING LAW**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

### **12.02 JURISDICTION**

Any lawsuits between the parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the parties agree that this Agreement is made in and will be performed in Riverside County.

### **12.03 BINDING ON SUCCESSORS**

The provisions of this Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties.

### **12.04 PARTIES IN INTEREST**

Nothing in this Agreement is intended to confer any rights on any persons other than the parties to it and their permitted successors and assigns.

### **12.05 WAIVER**

The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision.

## **12.06 ATTACHMENTS**

Each of the attachments, identified as Attachments "A" through "F", is attached hereto and incorporated herein and made a part hereof by this reference.

## **12.07 ENTIRE AGREEMENT**

This Agreement, including the attachments, represents the full and entire agreement between the parties with respect to the matters covered herein and supersedes all prior negotiations and agreements, either written or oral.

## **12.08 SECTION HEADINGS**

The article headings, section headings, and table of contents in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

## **12.09 INTERPRETATION**

This Agreement shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

## **12.10 AMENDMENT**

This Agreement may not be modified or amended in any respect except by a writing signed by the parties.

## **12.11 SEVERABILITY**

If a court of competent jurisdiction holds any nonmaterial provision of this Agreement to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement; which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

## **12.12 COSTS AND ATTORNEY'S FEES**

The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs expended in connection with such an action from the other party. However, each party shall bear its own attorneys' fees.

## **12.13 REFERENCE TO LAWS**

All references in this Agreement to laws and regulations shall be understood to include such laws and regulations as they may be subsequently amended or recodified, unless otherwise specifically provided. In addition, references to specific governmental agencies shall be understood to include agencies that succeed to or assume the functions they are currently performing.

**IN WHITNESS WHEREOF**, the City and Contractor have executed this Agreement as of the day and year first above written:

**CITY OF MONTCLAIR:**

**BURRTEC WASTE INDUSTRIES, INC.:**

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

\_\_\_\_\_  
Cole Burr, President

**ATTEST:**

\_\_\_\_\_  
Yvonne L. Smith  
Deputy City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Diane E. Robbins, City Attorney

\_\_\_\_\_  
Date

## **ATTACHMENT "A"**

### **AGREEMENT NO. 11-57**

#### **BETWEEN THE CITY OF MONTCLAIR AND BURRTEC WASTE INDUSTRIES, INC.**

#### **DEFINITION OF TERMS**

1. "Act" shall mean the California Integrated Waste Management Act.
2. "Applicable Law" shall mean all law, statutes, rules, regulations, guidelines, permits, actions, determinations, orders or requirements of the United States, State of California, County of San Bernardino, City, regional or local government authorities, agencies, boards, commissions, courts, or other bodies having applicable jurisdiction, that from time to time apply to or govern Contractor's services or the performance of the parties' respective obligations hereunder, including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation, monitoring plans, building codes, zoning, non-discrimination, and the payment of minimum wages. All references herein to Applicable Law include subsequent amendment or modifications thereof, unless otherwise specified.
3. "Bin" shall mean a covered or fully enclosed moveable container, in which putrescible and non-putrescible solid wastes or Recyclables are stored until removed from the premises, including but not limited to privately owned or proprietary bins, enclosed roll-off type Debris Boxes or enclosed roll-off-type stationary compactors.
4. "Bulky Item" or "Bulky Waste" shall mean Solid Waste that cannot and/or would not typically be accommodated within a Cart including specifically: furniture (including chairs, sofas, mattresses,); appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances and other similar items, commonly known as "white goods"); electronic equipment (including stereos, televisions, computers and monitors, including laptops, VCRs, microwaves and other similar items commonly known as "brown goods" and "e-waste"); universal waste (vacuum cleaners, phones, cell phones, etc.), and clothing. Bulky Items do not include car bodies or Construction and Demolition Waste. Other items not specifically included or excluded above will be Collected provided that they are not more than eight feet in length, four feet in width, or more than 150 pounds. In the event a question ever arises as to whether a specific item or category of items meets the definition of Bulky Items, City shall be responsible to determine whether said definition shall apply, which determination shall be final and binding on the Parties. Exclusion from the Bulky Items are materials (including plumbing fixtures and carpet) from

ATTACHMENT "A"  
AGREEMENT NO. 11-57

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renovation/additions to homes that are considered Construction and Demolition materials.

5. "Business Day" shall mean any day of the regular Monday through Friday work week, except Holidays.
6. "City" means the City of Montclair or any governmental entity which may hereinafter assume waste management obligations of the City, including any joint exercise of powers authority or other similar public entity with which the City participates or contracts with, established to provide solid waste management services or meet solid waste diversion requirements under Applicable Law.
7. "City Facility" shall mean any building, park or other site owned, leased, controlled or used regularly and significantly by the City for public purposes. Any site owned or leased by City and used for private purposes such as a business establishment that charges the public or its customers a fee for its goods or services shall be deemed to not be a City Facility.
8. "City Fees" shall mean the Franchise Fee, Diversion Fee or other fee levied by City and included in Contractor's rate charged to Customer.
9. "Collection" shall mean collection of Solid Waste and its transportation to a Disposal Site.
10. "Commercial Premises" shall mean any premises occupied by stores, offices, and other commercial facilities providing goods or services.
11. "Construction and Demolition Waste" ("C&D Waste", "C&D Material") shall mean building materials and solid waste resulting from construction, remodeling, repair, cleanup, or demolition operations that are not hazardous as defined in California Code of Regulations, Title 22 Section 66261.3 et seq. This term includes, but is not limited to, asphalt, concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe, steel and other metals. The material may be commingled along with rock, soil, tree stumps, and other vegetative matter resulting from land clearing and landscaping for construction or land development projects.
12. "Consumer Price Index" and "CPI" shall mean the Consumer Price Index published by the US department of Labor, Bureau of Labor Statistics, All Items, for All Urban Consumers, All Items, Los Angeles-Riverside-Orange County,

ATTACHMENT "A"  
AGREEMENT NO. 11-57

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California Area, Base Period, 1982-84 = 100, for the most recent year-to-year period, March to March. For example, the adjustment for July 2011 would be based upon the CPI change published for March 2010 and March 2011, except that if the change is a decrease, rates shall not be decreased.

13. "Container" shall mean any Cart, Bin or Debris Box provided by Contractor, any receptacle provided by Residential Customers not provided a Cart by Contractor, or any Stationary Compactor provided by Customer for the purpose of storage and collection of Refuse, Recyclables, Green Waste, Food Waste or Construction and Demolition Waste.
14. "County" shall mean the County of San Bernardino.
15. "Curbside" or "Curb" shall mean a location for the Collection of Refuse, Recyclables, Green Waste and Bulky Items within three (3) feet from a roadway or in an alleyway.
16. "Customer" means the generator (including owners, tenants, occupants and/or persons having the care or control of any premises within the City) of Refuse to which Contractor is required to provide Services.
17. "Debris Box" shall mean an industry-standard Container of 10-, 20-, 30- or 40-cubic yard capacity designed and constructed for the storage and Disposal of Refuse and Construction and Demolition Waste.
18. "Disposal Charge" shall mean the portion of the rates in Attachment A included to cover payment of landfill or transfer station tipping fees.
19. "Disposal Tip Fee" "Tip Fee" or "Tipping Fee" shall mean the cost imposed at a Disposal Facility, Processing Facility and/or Transfer Facility for the receiving and handling of materials Collected by Contractor.
20. "Disposal Facility" means the Facility or Facilities for disposing of Refuse and/or residue from a Processing Facility, as designated by Contractor and approved by the City, or as designated by the City.
21. "Diversion" shall mean the removal of materials found in the waste stream from landfill disposal for reuse, recycling or processing for later recycling.
22. "Dwelling" shall mean any Premises intended for occupation as a living quarters.

ATTACHMENT "A"  
AGREEMENT NO. 11-57

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23. "Effective Date" shall mean the date upon which the franchise and this Agreement are deemed to commence and when all of the conditions precedent have been satisfied.
24. "Electronic Waste" or "E-Waste" means consumer electronic equipment that is no longer wanted and can include, but is not limited to computers, printers, televisions, video recording equipment, cell phones, fax machines, stereos, and electronic games.
25. "Garbage" shall mean all kitchen and table food waste and animal or vegetable waste that attends or results from the storage, preparation, cooking, or handling of food stuffs.
26. "Generator" or "Waste Generator" shall mean the owner or occupant of any Premises located in City that generates or accumulates Solid Waste.
27. "Green Waste" shall mean organic waste generated from any landscape, including grass clippings, leaves, prunings, tree trimmings, weeds, branches, brush and similar organic material generated from landscapes or gardens and segregated from other waste material.
28. "Gross Receipts" shall mean any and all revenues, receipts, or compensation in any form received or collected by or on behalf of Contractor or its subsidiaries, parent, companies, or other Affiliates of Contractor, for the Collection, transportation and Disposal of Municipal Solid Waste by Contractor pursuant to the Agreement including, but not limited to, Customer fees for the Collection, transportation and Disposal of Municipal Solid Waste, payments for regular and special services, pass through costs collected on behalf of the City, and collections received on delinquent accounts, without subtracting Franchise Fees, any recycling fees, Disposal Charge or any other cost of doing business and the sales revenue from the sale of Recyclable Material. Gross Receipts do not include uncollectible accounts and pass through costs collected on behalf of the State of California or other governmental agencies.
29. "Hazardous Waste" means a waste, or combination of wastes, which because of its quantity, concentration or physical, chemical or infectious characteristics, may do either of the following: (1) cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of or otherwise managed. "Hazardous Waste" includes all substances defined as

ATTACHMENT "A"  
AGREEMENT NO. 11-57

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hazardous waste, extremely hazardous waste or acutely hazardous waste in California Health and Safety Code Sections 25110.02, 25115 and 25117 or in future amendments to or re-modifications of such statutes or identified and listed as hazardous waste by the U.S. Environmental Protection Agency pursuant to the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.).

30. "Holiday" shall mean the following City-designated Holidays: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Independence Day and Christmas Day.
31. "Household Hazardous Waste" and "HHW" shall mean Hazardous waste generated at Residential Premises.
32. "Individual Collection" shall mean the Collection services provided to Residential Premises from Containers not shared with other premises.
33. "Industrial Premises" shall mean premises occupied by manufacturing operations and other industrial facilities.
34. "Institutional Premises" shall mean premises occupied by educational, health care, correctional, research, and other similar facilities.
35. "Multi-Family Dwelling" shall mean a Residential Dwelling that is part of an apartment building or other attached Residential Premises.
36. "Owner" shall mean the Person holding legal title to the real property constituting the Premises to which MSW collection service is to be provided under this Agreement.
37. "Pass-Through Cost" shall mean an expense to Contractor, such as the Disposal Tip Fee or City Franchise Fee, which is off-set by a like amount of revenue so as to have no adverse financial impact on Contractor.
38. "Party" or "Parties" shall mean the City and the Contractor, individually and together.
39. "Person" shall mean an individual, limited-liability-company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever.

ATTACHMENT "A"  
AGREEMENT NO. 11-57

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40. "Premises" shall mean any land or building within the City where Solid Waste is generated or accumulated.
41. "Processing Facility" shall mean the facility or facilities for sorting and/or processing commingled or source-separated Recyclables, Construction and Demolition Waste, mixed Refuse, or the processing or composting of Green Waste, and/or Food Waste, selected by Contractor and approved by the City.
42. "Property Tax Bill" shall mean the annual billing by the County of San Bernardino for ad valorem taxes and special assessments on real estate or interests in real estate.
43. "Reasonable Compensation" shall mean the payment that a reasonably prudent business Person would expect under the same or similar circumstances. The compensation shall be determined by the sum total of (i) the direct operating cost of providing the service, and (ii) an allowance for overhead expense and profit equal to the three (3) year average combined overhead and profit expressed as a percent of total revenue reported by the two (2) largest publicly traded solid waste collection firms, determined by total revenue, as reported in their year-end financial statements published in their most recent annual reports applied to the total operating cost of the service.
44. "Recyclable Materials" shall mean materials which are capable of being Recycled and which are Segregated from Other Waste Material for collection and Recycling, rather than collection and disposal.
45. "Recycle" and "Recycling" shall mean the process of collecting, sorting, cleaning, treating and reconstituting materials that would otherwise become MSW and returning these materials to the economic mainstream in the form of raw materials for new, reused or reconstituted products which meet the quality standards to be used in the marketplace.
46. "Refuse" shall mean Garbage and Rubbish.
47. "Residential" shall mean any building or structure, or portion thereof, that is used for residential housing purposes.
48. "Residential Premises" shall mean single family homes, townhouses, multi-unit buildings such as apartments and condominiums, and mobile home parks.

ATTACHMENT "A"  
AGREEMENT NO. 11-57

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49. "Rubbish" shall mean non-putrescible Solid Waste such as ashes, paper, cardboard, tin cans, yard clippings, wood, glass, bedding, crockery, plastics, and rubber by-products.
50. "Service Contract" shall mean a written agreement between Contractor and the owner or occupant of a Residential Premises for Contractor's temporary services of between Contractor and the owner or occupant of Commercial, Industrial or Institutional Premises for Contractor's services.
51. "Service Sector" shall mean the classification of Contractors Customers by the groupings of Cart service, Bin service or Debris Box and Stationary Compactor service.
52. "Single Family Dwelling" shall mean a detached Residential Premises intended to be occupied by a single family unit.
53. "Solid Waste" shall mean all putrescible and non-putrescible Residential Refuse, Recyclable Material, and Greenwaste, and as otherwise defined in Public Resources Code §40191. Any material that a Customer pays to be hauled away shall be defined to be Solid Waste and not a Recyclable Material.
54. "Solid Waste Handling Services" shall mean the collection and disposal of Refuse, Recyclable Materials, Green Waste, Food Waste and Construction and Demolition Waste from Residential, Commercial, Industrial and Institutional Premises within City.
55. "Service Contract" shall mean a written agreement between Customer and Contractor specifying the terms and conditions of the services provided to Customer by Contractor.
56. "State" shall mean the State of California.
57. "Stationary Compactor" shall mean a container used to deposit and store Refuse for Collection by Contractor in which the contents are compacted by mechanical means.
58. "Street Sweepings" shall mean the particles and debris collected from roadways either manually or mechanically either as part of routine roadway maintenance or from the cleanup of roadways dirtied by construction activities.
59. "Term" of this Agreement shall have the meaning specified in Article 3. 11.

ATTACHMENT "A"  
AGREEMENT NO. 11-57

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60. "Ton" shall mean a short ton of 2,000 pounds.
61. "Transfer Facility" shall mean that facility selected and used by Contractor to receive Solid Waste, temporarily store and to transfer the Solid Waste directly from smaller to larger vehicles for transport to a Disposal Facility.
62. "Uncontained Waste" shall mean Solid Waste, Recyclable Materials and Green Waste not fully contained within Containers with lids fully closed.
63. "Used Motor Oil" or "Used Oil" shall mean any oil that has been refined from crude oil or that has been synthetically produced, and: (1) Is no longer useful to the Customer because of extended storage, spillage, or contamination with non-20 hazardous impurities such as dirt or water; or (2) Has been used and as a result of such use has been contaminated with physical or chemical impurities.
64. "Vehicle" shall mean a truck or other vehicle designed for the Collection and disposal of Solid Waste.
65. "Waste Generator" shall mean any owner or occupant of any Premises in City that generates or accumulates Refuse.
66. "White Goods" shall mean kitchen and other large appliances.

**ATTACHMENT "B"**

**AGREEMENT NO. 11-57**

**BETWEEN THE CITY OF MONTCLAIR  
AND  
BURRTEC WASTE INDUSTRIES, INC.**

**SCOPE OF COLLECTION SERVICES**

- I. Work to be performed by Contractor pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required.

Contractor shall perform all work in a thorough and professional manner so that the residents and businesses within City are provided reliable, courteous, and high-quality service at all times.

1. Residential Collection Services.

- a) Regular Collection Services. Contractor shall Collect Refuse, Recyclables and Green Waste from Contractor-provided Carts for all Residential Premises subscribing to individual Collection, except Premises subscribing to Bin service.
- b) Collection Frequency. Collections shall be performed once weekly.
- c) Collection Location. Collections shall be performed at Curbside. Contractor shall not be required to Collect from any Cart that:
  - 1) Is not placed Curbside, except for Premises receiving walk-In service;
  - 2) Is less than three (3) feet from any obstruction including a vehicle, fence, lamppost, power pole or mailbox; or
  - 3) Is less than one (1) foot from another automated Cart.
- d) Containers. Contractor shall provide each Residential Premises with three (3) industry-standard Carts, one (1) each for Refuse, Recyclables and Green Waste. Each Cart shall be affixed with

ATTACHMENT "B"  
TO AGREEMENT NO. 11-57

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wheels and hinged lids and shall be uniform in color for the purpose designated.

- e) Refuse Cart. The Cart designated for Refuse shall be black in color and of 95-gallon capacity except that for customers, qualified by City as a "senior", shall be provided a 65-gallon black Cart.
- f) Recycling Cart. The Cart designated for commingled Recyclables shall be blue in color and of 60-gallon capacity.
- g) Greens Cart. The Cart designated for Green Waste shall be green in color and of 95-gallon capacity.
- h) Extra Carts. Upon request of resident and direction of City, Contractor shall provide extra Carts for an additional monthly fee for periods of not less than six (6) months.
- i) Damaged Carts. Contractor shall replace damaged carts within forty-eight (48) hours of notice by City.

2. Special Collection Services.

- a) Walk-In Service. Contractor shall provide, at no additional charge, walk-in backyard or side-yard Collection to any Residential Premise in which the only adult occupant(s) is a disabled person meeting the requirements of the State Department of Motor Vehicles for the issuance of an N1-Permanent disabled person parking placard.
- b) Bulky Item Collection. Contractor shall provide each Residential Premises two (2) annual Curbside Collections of up to five (5) Bulky Items per collection, at no cost to Customer. Contractor shall Collect extra Bulky Items beyond five (5) or perform extra Collections of Bulky Items beyond the two (2) annual complimentary Collections at Residential Premises for an additional fee.
- c) Christmas Tree Collection. Contractor shall provide Curbside Collection of natural Christmas trees for two (2) weeks following December 26<sup>th</sup> of each year. Christmas trees need not be contained in customer's Green Waste Cart and shall be cut into sections not longer than four (4) feet in length with all ornaments

ATTACHMENT "B"  
TO AGREEMENT NO. 11-57

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and decorations removed. This service is in addition to the two annual collections of Bulky Items.

3. Commercial, Institutional and Industrial Collection Services.

a) Regular Collection Services. Contractor shall Collect Refuse and Recyclables from Contractor-provided Bins, Debris Boxes or Stationary Compactors for all Commercial, Institutional and Industrial Premises and Residential Premises subscribing to Bin service in accordance with the Service Contract.

b) Collection Frequency.

1) Collections from Bins at Commercial, Institutional, and Industrial Premises and from Bins at Residential Premises including townhouses and condominiums shall be performed at least once weekly.

2) Collections from Bins at Apartments and Planned Unit Developments shall be performed at least twice weekly.

3) Collections from Debris Boxes and Compactors containing Refuse at Commercial, Institutional, and Industrial Premises shall be performed at least once weekly.

4) Collections from Debris Boxes or Stationary Compactors used exclusively for Recyclable materials shall be collected on an as-needed basis.

c) Collection Location. Collections from Bins, Debris Boxes or Stationary Compactors shall be performed on the Premises of the customer or in an alleyway readily accessible to Contractor's Collection vehicle at the time of Collection. Containers shall be placed in enclosures or otherwise placed in compliance with City's standards and requirements.

d) Containers.

1) Contractor-Provided Bins and Debris Boxes. Contractor shall offer each Commercial, Institutional and Industrial Premises or Residential Premises subscribing to Bin service a choice of an industry-standard Bin service (of 2-

ATTACHMENT "B"  
TO AGREEMENT NO. 11-57

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3-, or 4-cubic yard capacities) or offer each Commercial, Institutional and Industrial Premises an industry-standard Debris Box service (of 10-, 20-, 30- or 40- cubic yard capacities) and will provide the Container(s) selected by the Customer. Bins shall be provided with attached lids. The number of Bins and frequency of Collection shall be mutually agreed by customer and Contractor and shall be adequate to contain all Refuse within the Container (in the case of Bins with the lids closed) between Collections. Disputes about the adequacy of service subscription shall be referred to the City Manager or his designee whose decision shall be final.

2) **Customer-Provided Stationary Compactors.** Contractor shall service Stationary Compactors used exclusively for either Refuse or Recyclable materials (of 10-, 20-, 30- or 40- cubic yard capacities) provided by Customer that conform to Contractor's equipment specifications.

e) **Recyclable Materials.** Commercial, Institutional and Industrial Premises or Residential Premises subscribing to Bin service may arrange one (1) or more Containers for commingled Recyclables for an additional fee.

4. **Temporary Bin Services.** Upon request of Customer and for the fees approved by City, Contractor shall provide Bins for temporary use by Residential, Commercial, Institutional and Industrial Premises for storage and disposal of Refuse in accordance with the Service Contract.

a) **Collection Frequency.** Temporary Bin rentals shall be for periods in increments of seven (7) days.

b) **Collection Location.** Temporary Bins shall be placed according to the subscriber's request provided the Bin shall not obstruct traffic or endanger public safety.

c) **Containers.** Temporary Bins shall be industry-standard three (3) cubic yard capacity.

5. **Temporary Debris Box Services.** Upon request of Customer and for the fees approved by City, Contractor shall provide Debris Boxes for temporary use by Residential, Commercial, Institutional or Industrial

ATTACHMENT "B"  
TO AGREEMENT NO. 11-57

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Premises for Refuse, Green Waste or Construction and Demolition Waste in accordance with the Service Contract.

- a) Collection Frequency. Temporary Debris Box rentals shall be for periods in increments of seven (7) days.
  - b) Collection Location. Temporary Debris Boxes shall be placed according to the subscriber's request provided the Debris Box shall not obstruct traffic or endanger public safety.
  - c) Containers. Contractor shall offer Customers industry-standard Debris Boxes (of 10-, 20-, 30- and 40-cubic yard capacities).
6. Construction and Demolition Debris. Contractor shall collect mixed and source-separated Construction and Demolition Waste using Contractor-provided industry-standard Debris Boxes at a frequency specified by Customer in accordance with the Service Contract and transport said Construction and Demolition Waste to a processing facility in a manner that maximizes Diversion of the material from landfill disposal.
7. City Facility Collection Service. Contractor shall provide, at no charge to City, Containers for, and Collection and Disposal of, all Solid waste generated at Premises owned and/or operated by the City for public purposes as designated in Attachment C. City Facilities not operated for a public purpose or operated as a city enterprise shall pay for service at the rates and charges in effect at the time service is rendered and under the same terms and conditions as any other Commercial, Institutional or Industrial Customer.
- a) Solid Waste. Contractor shall provide separate Containers appropriate for the amount of materials on a facility-by-facility basis for Solid Waste disposal.
  - b) Recyclable Materials. Contractor shall provide separate Containers appropriate for the amount of materials on a facility-by-facility basis for Diversion of source-separated commingled Recyclables.
  - c) Green Waste. Contractor shall provide separate Containers appropriate for the amount of materials at City's Public Works Maintenance Facility for Diversion of Green Waste.

ATTACHMENT "B"  
TO AGREEMENT NO. 11-57

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- d) Construction and Demolition Waste. Contractor shall provide separate Containers appropriate for the amount of materials at City's Public Works Maintenance Facility for Diversion of incidental Construction and Demolition Waste.

**ATTACHMENT "C"**

**AGREEMENT NO. 11-57**

**BETWEEN THE CITY OF MONTCOAR  
AND  
BURRTEC WASTE INDUSTRIES**

**CITY FACILITIES COLLECTION SERVICES**

- I. Contractor shall provide Collection services at no charge to the following City Facilities:
- A. Civic Center, 5111 Benito Street
  - B. Fire Station No. 1, 8901 Monte Vista Avenue
  - C. Fire Station No. 2, 10825 Monte Vista Avenue
  - D. Montclair Branch Library, 9955 Fremont Avenue
  - E. Parks:
    - Essex Park, 4295 Howard Street
    - Golden Girls, Vernon Park, 9762 Benson Avenue
    - Kingsley Park, 5575 Kingsley Street
    - MacArthur Park, 5450 Deodar Street
    - Moreno Vista Park, 4675 Moreno Street
    - Saratoga Park, 5397 Kingsley Street
    - Sunrise Park, 5616 Princeton Street
    - Sunset Park, 4351 Orchard Street
    - Wilderness Park, 4592 San Bernardino Street
  - F. Police Department, 4870 Arrow Highway
  - G. Public Works Maintenance Facility, 10835 Monte Vista Avenue
  - H. And all other non-residential properties now owned or to be owned at an undetermined date by the City of Montclair and/or Montclair Redevelopment Agency

**ATTACHMENT "D"**

**AGREEMENT NO. 11-57**

**BETWEEN THE CITY OF MONTCALIR  
AND  
BURRTEC WASTE INDUSTRIES, INC.**

**ACCEPTABLE RECYCLABLE MATERIALS**

I. The following materials are acceptable for placement in Recycling carts:

- Aluminum cans
- Aerosol can
- Brochures
- Cardboard
- Catalogs
- Cereal boxes
- Clothes hangers
- Computer paper
- Coupons
- Envelopes
- Junk mail
- Laundry bottles
- Magazines/catalogs
- Newspapers
- Paper
- Paper tubes
- Phone books
- Pizza boxes
- Plastic containers #1-#7
- Plastic milk jugs
- Tin cans
- Tissue boxes
- Wrapping paper

II. The following items are NOT accepted for recycling:

- Batteries
- Ceramic cups and plates
- Clothing/shoes
- Diapers
- Drinking glasses
- Furniture, carpet and other products containing fabric
- Garden hoses
- Light bulbs
- Mirrors and window glass
- Styrofoam cups/plates/packaging

**ATTACHMENT "D"**

**AGREEMENT NO. 11-57**

**BETWEEN THE CITY OF MONTCLAIR  
AND  
BURRTEC WASTE INDUSTRIES, INC.**

**ACCEPTABLE RECYCLABLE MATERIALS**

I. The following materials are acceptable for placement in Recycling carts:

- Aluminum beer and soda cans
- Antifreeze bottles
- Assorted food jars
- Assorted plastics #1 - #7
- Aerosol cans
- Baby food jars
- Beer bottles
- Brochures
- Cardboard
- Catalogs
- Cereal boxes
- Clothes hangers
- Computer paper
- Coupons
- Condiment jars
- Crayon drawings
- Egg cartons
- Envelopes
- Food boxes
- Fruit and vegetable cans
- Jam and jelly jars
- Juice bottles
- Juice boxes
- Juice cans
- Junk mail
- Laundry bottles
- Metal coat hangers
- Magazines/catalogs
- Mixed paper
- Milk cartons
- Newspapers
- Pet food cans
- Plastic laundry jugs
- Plastic soda bottles
- Paper

## ATTACHMENT "D"

### ACCEPTABLE RECYCLABLE MATERIALS

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- Paper tubes
- Phone books
- Pizza boxes
- Plastic containers #1-#7
- Plastic milk jugs
- Shampoo and lotion bottles
- Soda/beer cartons
- Telephone books
- Tin cans
- Tissue boxes
- Wine and liquor bottles
- Wrapping paper

#### II. The following items are NOT accepted for recycling:

- Auto parts
- Batteries
- Bicycles
- Ceramic dishes/cups and plates
- Clothing/shoes
- Computer monitors
- Diapers
- Drinking glasses
- Egg cartons
- Furniture, carpet and other products containing fabric
- Garden hoses
- Light bulbs
- Metal lawn furniture
- Mirrors
- Plastics #3 through #7
- Plastic grocery bags
- Plastic lawn furniture
- Plastic margarine tubs
- Plastic pools and toys
- Safety glass
- Soiled pizza boxes
- Stereos and TVs
- Styrofoam cups
- Styrofoam packaging
- Styrofoam plates
- Used aluminum foil
- Used diapers
- Used paper plates
- Used tissue products
- Wax paper
- Window glass

**ATTACHMENT "E"**

**AGREEMENT NO. 11-57**

**BETWEEN THE CITY OF MONTCLAIR  
AND  
BURRTEC WAST INDUSTRIES, INC.**

**ACCEPTABLE GREEN WASTE MATERIALS**

I. The following materials are acceptable for deposit in the Green Waste Cart:

- Grass clippings
- Leaves
- Tree trimmings
- Brush
- Shrub trimmings
- Weeds
- Palm fronds

II. The following materials are NOT accepted in Green Waste Carts:

- Dirt
- Concrete
- Rock
- Cactus
- Animal waste
- Food waste

**ATTACHMENT "F"**

**AGREEMENT NO. 11-57  
BETWEEN THE CITY OF MONTCLAIR  
AND  
BURRTEC WASTE INDUSTRIES, INC.  
RESOLUTION NO. 11-2908**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MONTCLAIR AMENDING THE  
FEE SCHEDULE FOR THE COLLECTION AND  
DISPOSAL OF RESIDENTIAL REFUSE**

**WHEREAS**, at the June 6, 2011 meeting of the City Council, Agreement No. 11-57 was adopted, approving a new ten-year exclusive franchise agreement with Burrtec Waste Industries, Inc. (Burrtec) for solid waste management services; and

**WHEREAS**, Section 6.16.050 of the Montclair Municipal Code and Agreement No. 11-57 between the City of Montclair and Burrtec provide for annual adjustments of rates related to collection and disposal of residential refuse, not to exceed the *All Cities Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange Co. Area, All-Items Indexes, All Urban Consumers, for the year ending in January*, and

**WHEREAS**, the Montclair City Council last approved, and Burrtec last requested and received a 5 percent residential refuse service rate adjustment with an effective date of June 1, 2009; and

**WHEREAS**, pursuant to terms of Agreement No. 11-57, Burrtec is technically eligible for an increase of 3.6 percent—the cumulative CPI for the years ending January 2010 (1.8 percent) and January 2011 (1.8 percent)—for the refuse service rate component of the *Total Monthly Household Refuse Rate*; and

**WHEREAS**, for Fiscal Year 2011-12, Burrtec, as part of negotiations for approval of Agreement No. 11-57, has declined to request an increase in the refuse service rate, recycling service rate, refuse landfill/transfer rate, MRF fee, and greenwaste disposal fee components of the *Total Monthly Household Refuse Rate*; and

**WHEREAS**, the City Council is required to consider adjustments to other components of the *Total Monthly Household Refuse Rate*; and

**WHEREAS**, the County of San Bernardino has requested an increase to the household hazardous waste component of the *Total Monthly Household Refuse Rate*; and

**WHEREAS**, the City Council has directed inclusion of a general sanitation fee component to the *Total Monthly Household Refuse Rate*, such fee to be calculated in part on the cost of providing services related to general community maintenance issues including graffiti abatement, alleyway maintenance, illegal dumping, property

cleanup, sanitation services, and removal of abandoned bulky items in neighborhoods and alleyways; and

**WHEREAS**, at the November 21, 2005 meeting of the City Council, authorization was provided to continue a program for senior households that would provide a 20 percent discount off the *Total Monthly Household Refuse Rate*; and

**WHEREAS**, the proposed *Total Monthly Household Refuse Rate*, inclusive of each of the rate components identified herein, is \$25.36 and the *Total Monthly Senior Household Rate* is \$20.29, both rates proposed to be effective August 1, 2011; and

**WHEREAS**, on April 16, 2007, the Montclair City Council, pursuant to requirements of Proposition 218, conducted a public hearing on proposed refuse rate increases and adopted a maximum schedule of monthly household rates as indicated in **Table 1**:

**Table 1**  
**Proposition 218**  
**Annual Residential Refuse Rate Caps**  
**June 2007 through January 2016**

Proposed Nonsenior/Senior Monthly Household Rates Effective 6-1-2007	Proposed Nonsenior/Senior Monthly Household Rates Effective 1-1-2008	Proposed Nonsenior/Senior Monthly Household Rates Effective 1-1-2009	Proposed Nonsenior/Senior Monthly Household Rates Effective 1-1-2010	Proposed Nonsenior/Senior Monthly Household Rates Effective 1-1-2011
\$20.87/\$16.70	\$21.91/\$17.53	\$23.01/\$18.41	\$24.16/\$19.33	\$25.36/\$20.29
Proposed Nonsenior/Senior Monthly Household Rates Effective 1-1-2012	Proposed Nonsenior/Senior Monthly Household Rates Effective 1-1-2013	Proposed Nonsenior/Senior Monthly Household Rates Effective 1-1-2014	Proposed Nonsenior/Senior Monthly Household Rates Effective 1-1-2015	Proposed Nonsenior/Senior Monthly Household Rates Effective 1-1-2016
\$26.63/\$21.30	\$27.96/\$22.37	\$29.36/\$23.49	\$30.83/\$24.66	\$32.34/\$25.87

**WHEREAS**, pursuant to the maximum schedule of rates as indicated in **Table 1**, the maximum *Total Monthly Household Refuse Rate* in effect as of January 1, 2011, cannot exceed \$25.36, and the proposed *Total Monthly Household Rate* of \$25.36, scheduled to be effective August 1, 2011, is in compliance with the maximum schedule of rates adopted pursuant to a Proposition 218 public hearing and notice process; and

**WHEREAS**, the Montclair City Council examined the proposed rate schedule and determined residential refuse service rates hereinafter enumerated are fair, reasonable, and necessary and bear a reasonable relationship between actual cost to provide such services and the benefit received by residents; and

**WHEREAS**, Montclair households subject to the proposed refuse rate adjustment have been notified or will be notified through the public notice process and through

utility billing statements regarding the proposed increase to the *Total Monthly Household Refuse Rate*.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Montclair hereby sets forth a schedule of service rates for the collection and disposal of residential refuse, effective August 1, 2011, and as set forth in **Table 2**, herein.

**Table 2**  
**Total Monthly Household Refuse Rate Components**  
**Current and Proposed Residential Refuse Rates**

<i>Fee Components</i>	<i>Current</i>	<i>Proposed</i>
Refuse Service Rate	\$ 10.32	\$ 10.32
Recycling Service Rate	\$ 3.19	\$ 3.19
Refuse Landfill/Transfer Rate	\$ 3.69	\$ 3.69
MRF Fees	\$ 0.09	\$ 0.09
Greenwaste Disposal Rate	\$ 0.81	\$ 0.81
<b>Total Cost of Services—Paid to Burrtec</b>	<b>\$ 18.10</b>	<b>\$ 18.10</b>
General Sanitation Fee	\$ N/A	\$ 2.82
Administrative Fee	\$ 3.99	\$ 3.99
Household Hazardous Waste Fee	\$ 0.42	\$ 0.45
<b>Total Monthly Cost to Provide Refuse Collection</b>	<b>\$ 22.51</b>	<b>\$ 25.36</b>
<b>TOTAL MONTHLY HOUSEHOLD RATE</b>	<b>\$ 22.51</b>	<b>\$ 25.36</b>
<b>TOTAL MONTHLY SENIOR HOUSEHOLD RATE</b>	<b>\$ 18.01</b>	<b>\$ 20.29</b>
Monthly City Subsidy per Senior Household	\$ 4.17	\$ 5.07
<i>Miscellaneous:</i>		
Multifamily Bin	\$ 3.11	\$ 3.11
Extra Cart: Refuse/Recycling/ Green Waste	\$5.50/\$1.25/ Not Applicable	\$5.50/\$1.25/ \$3.50
Large Item Collection: Monthly Burrtec charge—all City households; cost incorporated in Administrative Fee.	\$2,400.00	\$2,400.00

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. 11-2908 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2011, and that it was adopted by the following vote, to-wit:

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

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Yvonne L. Smith  
Deputy City Clerk

**ATTACHMENT "G"**  
**TO**  
**AGREEMENT NO. 11-57**  
**BETWEEN THE CITY OF MONTCLAIR**  
**AND**  
**BURRTEC WASTE INDUSTRIES, INC.**  
**EMERGENCY RESPONSE PLAN**

**EMERGENCY RESPONSE PLAN.** Burrtec Waste Industries is completely versed and prepared to respond in emergency and or disaster situations with regard to debris management. The following debris management plan will be put into action with the City's approval in the event of an emergency or disaster.

1. Debris Management Plan Overview: Burrtec will facilitate and coordinate the removal, collection, and disposal of debris following a disaster to mitigate against any potential threat to the health, safety, and welfare of impacted citizens, and expedite recovery efforts in the impacted area.

Natural and man-made disasters precipitate a variety of debris including, but not limited to trees, sand, gravel, building/construction materials, vehicles, and personal property. The debris management program implemented by Burrtec to handle debris will be based on the company's approach to solid waste reduction, reuse, reclamation, resources recovery, incineration, and land-filling, respectively.

2. Site Selection: Debris storage and reduction sites will be identified and evaluated by a site selection team comprised of Burrtec and City Staff familiar with the area. Initially, debris will be placed in temporary predetermined holding areas before the onset of a disaster, until such time as the detailed plan for debris collection and disposal is put into action. Temporary debris collection sites should be readily accessible by recovery equipment and should not require extensive preparation or coordination for use. Collection sites will be on public property when feasible to facilitate the implementation of the mission and mitigate against any potential liability requirements. Activation of sites will be under the control of the City, and will be coordinated with Burrtec through an emergency operations center.

Site selection criteria will be developed into a checklist format for use by the City and Burrtec to facilitate identification and assessment of potential sites. Criteria will include such factors as ownership of property, size of parcel, surrounding land uses and environmental conditions, and transportation facilities serving the site.

## ATTACHMENT "G"

### EMERGENCY RESPONSE PLAN

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3. Debris Removal Priorities The debris removal process must be initiated promptly and conducted in an orderly, effective manner in order to protect public health and safety following a major disaster or catastrophic event. To achieve this objective, the first priority will be to clear debris from key roads in order to provide access for emergency vehicles and resources into the impacted area.

The need and demand for critical services will be increased significantly following a disaster. Accordingly, the second priority is to provide access to critical facilities pre-identified by State and or local governments. The third priority related to the assignment of debris removal resources is elimination of debris related threats to public health and safety—including the repair, demolition, or barricading of heavily damaged and structurally unstable buildings, infrastructure, systems, or facilities that pose a danger to the public. Any actions taken to mitigate or eliminate the threat to the public health and safety must be closely coordinated with the City, its agents, property owners, and other responsible parties. If access to an area can be controlled, the City may determine it advantageous, in certain circumstances, to defer debris removal and containment activities.

Assigned City Staff and General Contractors will be responsible for all repairs, demolition, barricades, and debris placement into containers provided and removed by Burrtec.

4. Debris Classification. To facilitate the debris management process, debris will be segregated by type—categories of debris established for recovery operations should be standardized. Debris removed will primarily consist of two broad categories: clean wood debris; and construction and demolition debris.

Ineligible debris such as chemicals, petroleum products, paint products, asbestos, and power transformers are to remain in place for special handling. Any material that is found to be classified as hazardous or toxic waste shall be reported immediately to the designated coordinating agency representative. At the coordinating agency representative's direction, this material shall be segregated from the remaining debris in such a way as to allow the remaining debris to be loaded and transported. Standing broken utility poles, damaged and downed utility poles and accessories, transformers, and other electrical material will be reported to the coordinating agency representative. Emergency workers shall exercise due caution with existing overhead and underground utilities and above ground accessories, and advise the appropriate authorities of any situation that poses a health or safety risk to workers on site or to the general population.

5. Debris Disposal and Reduction. Once debris is removed from damaged sites, it will be taken to appropriate disposal and or processing locations. The four basic methods of disposal will be recycling, grinding/chipping, burning and landfilling. Burrtec will incorporate one or more of these methods of disposal into its debris disposal plan to achieve the greatest level of diversion while at the same time removing the disaster debris as quickly and efficiently as possible.

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 11-83 WITH L.D. KING, INC., IN THE AMOUNT OF \$39,900 FOR CONSTRUCTION STAKING SERVICES FOR THE MISSION BOULEVARD IMPROVEMENT PHASE 9 PROJECT	<b>DATE:</b> July 18, 2011
	<b>SECTION:</b> AGREEMENTS
	<b>ITEM NO.:</b> 2
CONSIDER AUTHORIZATION FOR CITY MANAGER TO AMEND THE AGREEMENT SCOPE OF SERVICES AS MAY BE NECESSARY FOR A TOTAL INCREASE NOT TO EXCEED \$5,000	<b>FILE I.D.:</b> SSP178
	<b>DEPT.:</b> PUBLIC WORKS

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 11-83 with L.D. King, Inc., for construction staking services for the Mission Boulevard Improvement Phase 9 Project. A copy of proposed Agreement No. 11-83 is attached for the City Council's review and consideration.

**BACKGROUND:** On June 20, 2011, the City Council awarded a construction contract for the Mission Boulevard Improvement Phase 9 Project to Gentry Brothers, Inc.

As part of the Mission Boulevard Improvement Phase 9 Project, the City is required to provide construction staking services for the construction contractor. Construction staking is a vital detail to ensure the accuracy of the new curb, gutter, and storm drain placement.

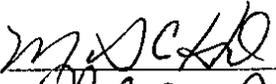
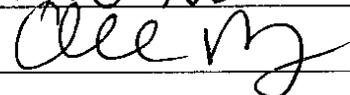
L.D. King, Inc., understands the City's requirements and standards based on the company's involvement in the design of this project. Staff recommends continuing with L.D. King, Inc., for construction staking services for the Mission Boulevard Improvement Phase 9 Project.

**FISCAL IMPACT:** Construction staking services for the Mission Boulevard Improvement Phase 9 Project were negotiated as a time and materials contract not to exceed a total of \$39,900. Funds sufficient to pay for this work have already been appropriated. Funding sources include federal transportation funds through the Transportation Enhancements Program. The funds were made available through the San Bernardino Associated Governments, with the remaining funds provided by Redevelopment Agency Tax Allocation Notes for the Mission Boulevard Joint Redevelopment Project Area and Measure I.

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

1. Approve Agreement No. 11-83 with L.D. King, Inc., in the amount of \$39,900 for construction staking services for the Mission Boulevard Improvement Phase 9 Project.
2. Authorize the City Manager to amend the Agreement Scope of Services as may be necessary for a total increase not to exceed \$5,000.

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Prepared by:   
Proofed by: 

Reviewed and Approved by:   
Presented by: 

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**CITY OF MONTCLAIR**

**AGREEMENT FOR CONSULTANT SERVICES**

**MISSION BOULEVARD PHASE 10 CONSTRUCTION STAKING**

THIS AGREEMENT is made and effective as of June 28, 2011, between the City of Montclair, a municipal corporation ("City") and L.D. King, Inc., a corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on the 28th day of June, 2011, and shall remain and continue in effect for a period of 6 months until tasks described herein are completed, but in no event later than January 1, 2012, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently, and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **CITY MANAGEMENT**

City's City Engineer shall represent City in all matters pertaining to the administration of this Agreement, and review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed

\$ 39,900 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall total compensation exceed Fifteen Thousand Dollars (\$15,000.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. Said invoices shall detail all costs, rates and hours for individual tasks. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

(d) Consultant agrees that, in no event shall City be required to pay to Consultant any sum in excess of ninety-five percent (95%) of the maximum payable hereunder prior to receipt by City of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to City. Final payments shall be made no later than sixty (60) days after presentation of final documents and acceptance thereof by City.

## 6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant on a pro-rata basis the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5(c).

## 7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

## 8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to billed time, sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, claims, applications, computer files, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

## 9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant. Said indemnification shall include any claim that Consultant, or Consultant's employees or agents, are considered to be employees of the City or are entitled to any employee benefits from City, including but not limited to those available under Public Employees Retirement Law.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant or other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

## 10. INSURANCE

(a) Consultant shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall Consultant allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. Consultant shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-: VI:

Commercial general liability at least as broad as ISO CG 0001 (per occurrence)	\$1,000,000
(general aggregate)	\$2,000,000
Commercial auto liability at least as broad as ISO CA 0001 (per accident)	\$1,000,000
Professional Liability (per claim and aggregate)	\$1,000,000
Worker's compensation	Statutory

(b) All insurance required by this section shall apply on a primary basis. Consultant agrees that it will not cancel or reduce said insurance coverage. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

(c) Auto liability insurance shall cover owned, nonowned and hired autos. If Consultant owns no vehicles, auto liability coverage may be provided by means of a nonowned and hired auto endorsement to the general liability policy.

(d) At all times during the term of this Agreement, Consultant shall maintain on file with City a certificate of insurance, in a form acceptable to City showing that the aforesaid policies are in effect in the required amounts. The general liability policy shall contain or be endorsed to contain a provision including the Indemnitees as additional insureds. Consultant shall promptly file with City such certificate or certificates and endorsements if applicable. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

(e) No policy required by this section shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the Indemnitees.

(f) All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

(g) In accordance with the provisions of California Labor Code, Section 3700, every employer shall secure the payment of compensation to his employees. Consultant shall, prior to commencing work, sign and file with City a certification as follows:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

(h) General Insurance Requirements: All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer, insured and all subcontractors 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' written notice by the insurer to City by certified mail. Consultant shall furnish City with copies of all such policies. Consultant may effect for its own account insurance not required under this Agreement.

## 11. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control and shall not be construed to be employees of City for any purpose, including eligibility under Public Employees Retirement Law. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

## 12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

## 13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Montclair in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Montclair will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the

award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) Consultant covenants that neither he/she nor any office or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning

property in the City or the study area prior to the completion of the work under this Agreement.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

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

**To Consultant:** Dale Wintergerst, P.E.  
L.D. King, Inc.  
2151 Convention Center Way, Suite 100  
Ontario, CA. 91764

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only L.D. King, Inc. (responsible employee) shall perform the services described in this Agreement.

Consultant's responsible employee may use assistants, under his direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of the responsible employee from Consultant's employ. Should he leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement, including a City of Montclair business license.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Montclair.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of City's Request for Proposal, Exhibit "B" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "" hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

22. CONFIDENTIALITY

Information and materials obtained by the Consultant from City during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the Consultant for any purpose other than the performance of this Agreement.

23. DISCRIMINATION

The Consultant agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the Consultant agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF MONTCLAIR**

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

**ATTEST:**

By: \_\_\_\_\_  
Yvonne L. Smith  
Deputy City Clerk

**CONSULTANT**

By: \_\_\_\_\_  
(Name/Title)

By: \_\_\_\_\_  
(Name/Title)



Engineers/Planners/Surveyors

June 22, 2011

Mr. Michael C. Hudson  
 City of Montclair, Engineering Dept.  
 5111 Benito Street, P.O. Box 2308  
 Montclair, California 91763

**CITY OF MONTCLAIR**

**JUN 28 2011**

**PUBLIC WORKS  
 DEPARTMENT**

Subject: Proposal to Provide Professional Surveying Services for the Construction Staking of  
 "Phase 9 Mission Boulevard Improvements" in the City of Montclair, California

Dear Mike:

L.D. King, Inc. is pleased to submit this proposal for your review and consideration to provide Professional Surveying Services for the above-described project. L.D. King, Inc. will provide the following Construction Survey Services:

**SCOPE OF SERVICES**

**TASK I HORIZONTAL AND VERTICAL CONTROL**

- Establish horizontal and vertical control on site from existing monuments and project benchmark.

**TASK II REMOVALS/ POTHOLE**

- Provide stakes for all removals and saw cut lines.
- Provide surveys of all pothole locations and as built of existing utilities.

**TASK III ROUGH GRADE**

- Provide stakes at 50' intervals and all primary points of control for rough grading of curb section, right of way and medians

**TASK IV STORM DRAIN**

- Provide a minimum of three (3) stakes for each lateral including all primary points of control, BC's, EC's, grade breaks, begin and end.
- Provide stakes to the inside face of catch basins with line points and beginning and end of local depressions.

**TASK V CURB/GUTTERS/DRIVEWAYS**

- Provide curb stakes at 25' intervals and at all primary points of control, BC's, EC's, radius points, angle points and grade breaks.
- Provide stakes for street overlay sections at centerline, crown, and grade breaks.
- Provide one (1) stake at driveway and handicap ramp centerlines for establishment of curb depressions.
- Provide three (3) stakes per cross gutter.

**TASK VI STREET LIGHTS/ TRAFFIC SIGNALS**

- Provide two (2) stakes for the center of all proposed traffic signal poles, controller cabinets, etc.
- Provide mark on curb at the center of all proposed street lights.

**TASK VII CENTERLINE MONUMENT PRESERVATION**

- Tie out existing centerline monuments to be removed/disturbed during construction, and file appropriate corner records.
- Reset centerline monuments after completion of improvements and file appropriate corner records.
- Set centerline ties and prepare City of Montclair standard tie sheets.

**TASK VIII GENERAL**

- Provide surveys as required for as-built drawings.
- Provide survey supervision and calculations for survey field crews.

**COMPENSATION**

L.D. King, Inc. shall be compensated for work for each task as defined below. Fees presented herein are an estimate and are subject to union increases.

<b>TASK</b>	<b>DESCRIPTION</b>	<b>FEE</b>
Task I	Horizontal and Vertical Control	\$ 2,400.00
Task II	Removals/Potholes	\$ 3,800.00
Task III	Rough Grade	\$ 5,700.00
Task IV	Storm Drain	\$ 1,900.00
Task V	Curb/Gutters/Driveways	\$ 15,000.00
Task VI	Street Lights/Traffic Signals	\$ 1,900.00
Task VII	Centerline Monument Preservation	\$ 4,200.00
Task VIII	General	\$ 5,000.00
<b>TOTAL</b>		<b>\$39,900.00</b>

The above tasks will be performed on a time and materials basis for an estimated budget of \$39,900.00, not to be exceeded without prior Client approval.

**EXTRA SERVICES**

Client agrees to pay Consultant compensation for all authorized extra services at the hourly rates set forth in our current Rate Schedule, attached. All extra work shall be authorized by the Client prior to commencing such work.

## **REIMBURSABLE EXPENSES**

Reimbursable expenses include actual expenditures incurred by the Consultant on behalf of the Client in the interest of the project and include all items such as blueprints, reproductions, fees, permits, bond premiums, title company charges and delivery charges not specifically covered by the terms of this Agreement. In the event such reimbursable items are paid directly by the Consultant, then such charges and expenses shall be invoiced at direct cost plus 15%.

Thank you for the opportunity to submit our proposal for your review. We are prepared to begin work immediately upon your authorization to proceed.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'M. A. Baine', with a stylized flourish at the end.

Michael A. Baine, P.L.S.  
Vice President - Survey

E:\Proposals\Survey\Montclair-Mission\Phase 9 Improvements.doc

# Rate Schedule

## L.D. King, Inc.

October 1, 2010– September 30, 2011

Principal .....	\$220.00
Sr. Project Manager/Sr. Engineer Designer .....	\$170.00
Director of Planning .....	\$170.00
Project Manager .....	\$151.00
Project Engineer .....	\$132.00
Engineer/Designer/Planner III .....	\$121.00
Engineer/Designer/Planner II .....	\$105.00
Engineer/Designer/Planner I.....	\$ 95.00
CAD Drafter .....	\$ 88.00
Project Coordinator .....	\$ 75.00
Graphic Artist/Technician .....	\$ 71.00
Project/Administrative Assistant .....	\$ 63.00
 <b><u>Surveying Services</u></b>	
Director of Surveys .....	\$165.00
Project Surveyor, Office .....	\$138.00
Senior Survey Calculator.....	\$121.00
Survey Calculator .....	\$105.00
3-Man Survey Crew .....	\$295.00
2-Man Survey Crew .....	\$234.00
1-Man Survey Crew .....	\$150.00
<b><u>Travel Time</u></b>	
3-Man Survey Crew .....	\$158.00
2-Man Survey Crew .....	\$107.00
<b><u>Overtime Rates</u></b>	
3-Man Survey Crew .....	\$354.00
2-Man Survey Crew .....	\$274.00
1-Man Survey Crew .....	\$187.00
<b><u>Subsistence</u></b>	
3-Man Survey Crew .....	\$303.00
2-Man Survey Crew .....	\$205.00
 <b><u>Construction Services</u></b>	
Sr. Resident Engineer .....	\$131.00
Resident Engineer.....	\$126.00
Senior Inspector.....	\$116.00
Inspector.....	\$100.00
Car/Truck for Construction Services Personnel.....	\$ 65.00/Day
 <b><u>Reimbursable Costs</u></b>	
In-House Reproduction.....	Cost
Printing and Materials .....	Cost + 15%
Express Mail, Courier, Next Day Service .....	Cost + 15%
Special Subconsultant Services.....	Cost + 10%

**NOTE:** L.D KING, INC. reserves the right to change hourly rates on October 1, due to labor agreements, salary adjustments, and changes in operating expenses. All billings will be at the current billing rates.

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT  
NO. 11-94 WITH THE SAN BERNARDINO  
ASSOCIATED GOVERNMENTS FOR TRAFFIC  
SIGNAL COORDINATION AND TIMING  
MAINTENANCE

**DATE:** July 18, 2011

**SECTION:** AGREEMENTS

**ITEM NO.:** 3

**FILE I.D.:** TRC870

**DEPT.:** PUBLIC WORKS

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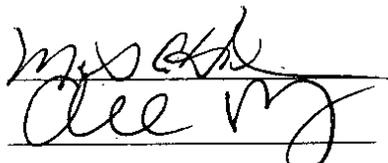
**REASON FOR CONSIDERATION:** Several years ago, the San Bernardino Associated Governments (SANBAG) secured federal funding for regional traffic signal coordination. Construction improvements were completed, and SANBAG has been monitoring and tweaking the coordination for optimum efficiency. The federal grant provided funding for the monitoring as well. The grant expired on June 30, 2011, and the responsibility for continued monitoring and maintenance will now fall on the local agencies that benefit from the signal coordination. In order to ensure continued efficiency of the system, SANBAG is proposing to take the lead for overall system coordination, but each local agency must agree to participate in the maintenance through a memorandum of understanding or agreement. Agreement No. 11-94 is an agreement with SANBAG for City of Montclair participation in the maintenance. Agreements require City Council approval.

**BACKGROUND:** On September 1, 1999, SANBAG, acting in its role as the San Bernardino County Transportation Authority, approved development of the San Bernardino Valley Coordinated Traffic Signal System Tiers 1, 2, 3, and 4 to be implemented over a ten-year period. As part of this project, SANBAG has worked with cities, the County, and the California Department of Transportation to implement a multijurisdictional plan for interconnecting and coordinating traffic signals in the San Bernardino Valley. The goal of the signal synchronization project was to decrease arterial travel times, congestion, and pollution. Construction of the project required implementation of signal timing and coordination plans, hardware and communication upgrades, support monitoring, and maintenance of signal operations. When fully implemented, the project will synchronize approximately 1,300 signalized intersections throughout the San Bernardino Valley. SANBAG, the various cities affected, and San Bernardino County have all agreed that the coordination of traffic signals across jurisdictional boundaries in an effort to reduce delays and improve travel times is one critical component for improving mobility, improving traffic operations, maximizing system efficiency, and improving air quality in the San Bernardino Valley.

The project was divided into four implementation tiers: Tiers 1 and 2, which cover approximately 650 signalized intersections, and Tiers 3 and 4, with approximately 680 signalized intersections. While Tiers 3 & 4 are currently under construction and scheduled to be completed in December 2011, Tiers 1 and 2 were completed in June 2009. SANBAG has been responsible for monitoring and maintenance, through a traffic engineering consultant, since that time.

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Prepared by:



Reviewed and  
Approved by:



Proofed by:

Presented by:



---

A before and after study was conducted on Tiers 1 & 2 to evaluate the benefits of the signal synchronization system. Benefits monitored included change in travel times, number of stops, changes in average speed, and air quality benefits. Signal synchronization has resulted in varied improvements on an arterial-by-arterial basis; but systemwide averages amounted to approximately a 22 percent reduction in travel time, a 47 percent reduction in number of stops, and a 27 percent improvement in travel speed during the AM and PM peak periods.

To ensure the system continues to operate as planned in an efficient manner, it is important that communication and cooperation among all participating agencies be maintained. To accomplish these goals, SANBAG has proposed a Memorandum of Understanding (Agreement No. 11-94) establishing responsibilities for various parties for continued maintenance of the system. The Memorandum of Understanding limits the City's ability to make revisions to signal timing plans without the consent of SANBAG and the other cities impacted by any proposed change. It further limits those other cities as well. Of the 44 signalized intersections in the City, 32 of these intersections are part of the Tier 1 and Tier 2 traffic signal coordination program and are, therefore, affected by this Memorandum of Understanding.

**FISCAL IMPACT:** For the past several years, while the Tier 1 and Tier 2 work has been underway, including the monitoring phase, any and all traffic signal timing changes affecting 32 of the City's 44 signalized intersections have been paid by SANBAG using its federal grant. The work has included hardware (a traffic signal controller, computer, flat screen monitor, *et al.*), software and software upgrades (BI Tran, QuicNet), programming, training, and on-call assistance. There has been no charge to the City. The continued upkeep of the system now falls on the various agencies. With or without the proposed Memorandum of Understanding, the City's traffic engineering/signal maintenance costs are going to increase. The increase is reflected in the approved budget for Fiscal Year 2011-12 as a \$10,000 increase over Fiscal Year 2010-11's budget for traffic engineering. The proposed Memorandum of Understanding may potentially reduce these costs by having SANBAG assume some of the coordination responsibilities.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 11-94 with the San Bernardino Associated Governments for traffic signal coordination and timing maintenance.

**MEMORANDUM OF UNDERSTANDING C11223**

**BY AND BETWEEN**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS**

**AND**

**COUNTY OF SAN BERNARDINO**

**AND THE CITIES OF**

**CHINO, CHINO HILLS, COLTON, FONTANA, GRAND TERRACE,  
HIGHLAND, LOMA LINDA, MONTCLAIR, ONTARIO, RANCHO  
CUCAMONGA, REDLANDS, RIALTO, SAN BERNARDINO, UPLAND,  
YUCAIPA**

**FOR**

**SAN BERNARDINO VALLEY COORDINATED TRAFFIC SIGNAL TIMING  
SYSTEM PROGRAM TIERS 1, 2, 3 & 4**

This MEMORANDUM OF UNDERSTANDING (hereinafter, "MOU") is effective on the Effective Date as defined herein, by and between the San Bernardino Associated Governments (hereinafter referred to as "AUTHORITY"), the cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, Yucaipa, (hereinafter "CITIES"); the County of San Bernardino (hereinafter "COUNTY"); CITIES, COUNTY, and AUTHORITY are hereinafter individually referred to as a "Party" and collectively referred to as the "Parties".

**RECITALS:**

**WHEREAS**, this MOU constitutes a guide to the operation and maintenance of coordinated traffic signals along certain key arterial routes in the San Bernardino Valley Coordinated Traffic Signal Timing System Program Tiers 1, 2, 3 & 4, as shown on **Table 1 and Figure 1, List of Corridors –Tiers 1 & 2;** and **Table 2 and Figure 2, List of Corridors-Tiers 3 & 4.** It constitutes solely a guide to the intentions, agreements and policies of the Parties involved; and

**WHEREAS**, on September 1, 1999, the AUTHORITY approved development of the San Bernardino Valley Coordinated Traffic Signal System Tiers 1, 2, 3 and 4 (hereinafter the "PROJECT") to be implemented over a 10-year period. As part of the PROJECT, AUTHORITY has worked with CITIES and COUNTY to implement a multijurisdictional plan for interconnecting and coordinating traffic signals in the San Bernardino Valley. The goal of the Signal Synchronization program is to

decrease arterial travel times, congestion and pollution. Construction of the PROJECT required implementation of signal timing and coordination plans, hardware and communication upgrades, support monitoring and maintenance of signal operations. When fully implemented, the project will synchronize approximately 1,300 traffic signals throughout the San Bernardino Valley; and

**WHEREAS**, the PROJECT is divided into four implementation tiers: Tiers 1 and 2, which cover approximately 650 traffic signals, and Tiers 3 and 4, with approximately 680 traffic signals. While Tiers 3 & 4 are currently under construction scheduled to be completed in December 2011, Tiers 1 and 2 were completed in June 2009. Traffic signals central system upgrade (part of Tier 2 scope of work) will be completed by June 2011; and

**WHEREAS**, a before and after study was conducted on Tiers 1 & 2 to evaluate the benefits of the signal synchronization system. Benefits monitored include change in travel time, number of stops, change in average speed and air quality benefits. Signal synchronization has resulted in improvements varied on an arterial-by arterial basis, but system-wide averages amounted to approximately 22% reduction in travel time, approximately 47% reduction in number of stops, and approximately 27% improvement in travel speed during the AM and PM peak periods. Similar improvements are expected for Tiers 3 and 4 portion of the PROJECT; and

**WHEREAS**, AUTHORITY, CITIES and COUNTY have agreed that the coordination of traffic signals across jurisdictional boundaries in an effort to reduce delays and improve travel times is one critical component for improving mobility, traffic operations, maximize system efficiency and air quality in the San Bernardino Valley; and

**WHEREAS**, AUTHORITY has implemented a Valley-wide coordinated traffic signal system Tiers 1& 2 and is currently in the process of completing Tiers 3 & 4. **Figures 1 and 2** graphically depict the arterials included in Tiers 1, 2, 3 & 4 coordinated arterial networks. Design and construction of the necessary traffic signal communications system, and development and implementation of synchronized traffic signal timing plans, are the first steps in the continual operation of the system. However, to ensure that the system, once implemented, continues to operate as planned in an efficient manner, it is important that communication and cooperation among all participating agencies be maintained. To accomplish these goals, the Parties are entering into the terms of this MOU as set forth herein.

Now, therefore, it is mutually understood and agreed by AUTHORITY, CITIES and COUNTY to enter into the following MOU with respect to the matters as follows:

#### **ARTICLE 1. COMPLETE AGREEMENT**

This MOU, including all exhibits and attachments which are incorporated herein and made applicable by this reference, constitutes the complete and exclusive statement

of the terms and conditions of the MOU between the AUTHORITY, CITIES and COUNTY concerning this PROJECT and supersedes all prior representations, understanding and communications between the Parties. The invalidity in whole or part of any term or condition of this MOU shall not affect the validity of other terms or conditions.

## **ARTICLE 2. PARTIES RESPONSIBILITIES**

- 2.1 Traffic signal timing plans for those coordinated arterials identified in **Tables 1 and 2** (List of corridors) have been and/or will be developed and implemented by AUTHORITY (or their consultant) after review and approval by the respective CITIES and COUNTY. Any subsequent substantive changes (such as cycle length) to those traffic signal timing plans proposed by any of the Parties shall be agreed upon in writing by all affected CITIES and COUNTY with notice to all parties.
- 2.2 All Parties shall maintain a common time source (either a GPS time clock or other highly accurate time source) at the appropriate field master traffic signal controller or control center for its signals along arterials identified in Tables 1 and 2 and shall resynchronize the system clock time at 12:00 midnight each day. The time source either already exists or has been provided by AUTHORITY as part of Tier 1 & 2 or Tiers 3 & 4.
- 2.3 Any Party wishing to add existing signalized intersections or newly signalized intersections to the coordinated signal system along the synchronization corridor as identified in **Tables 1 and 2** shall be responsible for providing compatible traffic signal control equipment, and appropriate traffic signal communications between adjacent traffic signals and to their master controller or traffic control center. Modifications and/or additions to accommodate the coordination signal timing plans for those additional intersections shall be agreed to in writing by all affected Parties.
- 2.4 AUTHORITY has contracted with a traffic engineering consultant(s) to develop, maintain and monitor the designated signal timing plans for a specified period of time listed below (monitoring period). The consultant is authorized to act on AUTHORITY's behalf (and above-mentioned San Bernardino Valley agencies) relative to any proposed signal timing modifications, additions, etc.
  - a. The Monitoring Period for Tiers 1 & 2 will end in June of 2011.
  - b. The Monitoring Period for Tiers 3 & 4 will commence at the by December 31, 2011 and will last 1 year from commencement date.
- 2.5 At the end of the monitoring periods, the Parties will be responsible for maintaining and monitoring the synchronized traffic signal timing within their

respective jurisdictions. Any modifications to the base synchronized timing affecting other jurisdiction(s) shall be agreed upon in writing by all Parties.

- 2.6 Based on the cooperation of the Parties and at the end of the Monitoring Period, AUTHORITY will retain the services of a consultant to provide the more elaborate maintenance and timing services that the Parties cannot provide on their own. This service is to ensure the proper functioning of the system(s). These extra services will be provided upon written request from the agencies to AUTHORITY and will include specialized timing and maintenance requirements that the Parties cannot perform on their own. Upon written approval of the requested services by the AUTHORITY, AUTHORITY will dispatch its consultant to work with the requesting Party to provide the service. AUTHORITY is responsible for all costs related to the use of the consultant identified in this section 2.6. AUTHORITY must approve in advance any of the Parties requests to use these consultant services.

### **ARTICLE 3. MUTUAL AGREEMENTS**

The Parties agree to the following mutual agreements and responsibilities:

- 3.1 To cooperate and coordinate with all Parties, their staff, contractors, consultants and vendors, in providing the services and responsibilities required under this MOU to the extent practicable with respect to the performance hereunder.
- 3.2 To work together in good faith, using reasonable efforts to resolve any issues, changes or disputes arising out of this MOU.
- 3.3 This MOU can only be changed or amended upon mutual consent of all Parties. All changes or amendments to this MOU must be in writing and executed by all Parties. Facsimile signatures will be permitted.
- 3.4 This MOU shall be governed by all applicable federal, state and local laws. The Parties agree that in the performance under this MOU, each Party shall comply with all applicable federal, state and local laws, statutes and ordinances as promulgated hereunder.
- 3.5 The term of this MOU shall continue in full force and effect through September 30, 2016, unless terminated or extended by mutual consent of all Parties.
- 3.6 The date that this MOU is executed by all Parties shall be the Effective Date of the MOU.
- 3.7 This MOU may be signed in Counterparts

3.8 Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY/COUNTY in connection with any work, authority or jurisdiction delegated to CITY/COUNTY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY/COUNTY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) or damage occurring by reason of anything done or omitted to be done by CITY/COUNTY under or in connection with any work, authority or jurisdiction delegated to CITY/COUNTY under this AGREEMENT. CITY's/COUNTY's indemnification obligation applies to SANBAG's "passive" negligence but does not apply to SANBAG's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. CITY/COUNTY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through its programs of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT. SANBAG warrants that it maintains insurance for these purposes.

3.9 Neither CITY/COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SANBAG in connection with any work, authority or jurisdiction delegated to SANBAG under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, SANBAG shall fully defend, indemnify and save harmless CITY/COUNTY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) or damage occurring by reason of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction delegated to SANBAG under this AGREEMENT. SANBAG's indemnification obligation applies to CITY's/COUNTY's "passive" negligence but does not apply to CITY's/COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. CITY/COUNTY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through its programs of self insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT. SANBAG warrants that it maintains insurance for these purposes.

**SAN BERNARDINO  
ASSOCIATED GOVERNMENTS**

**By:** \_\_\_\_\_  
**Larry McCallon, President  
SANBAG Board of Directors**

**APPROVED AS TO LEGAL FORM:**

**By:** \_\_\_\_\_  
**Penny Alexander-Kelley  
SANBAG Counsel**

**CONCURRENCE:**

**By:** \_\_\_\_\_  
**Kathleen Murphy-Perez  
Contracts Manager**

**CITY OF MONTCLAIR**

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

**ATTEST:**

**By:** \_\_\_\_\_  
**Yvonne Smith  
Deputy City Clerk**

**APPROVED AS TO FORM:**

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

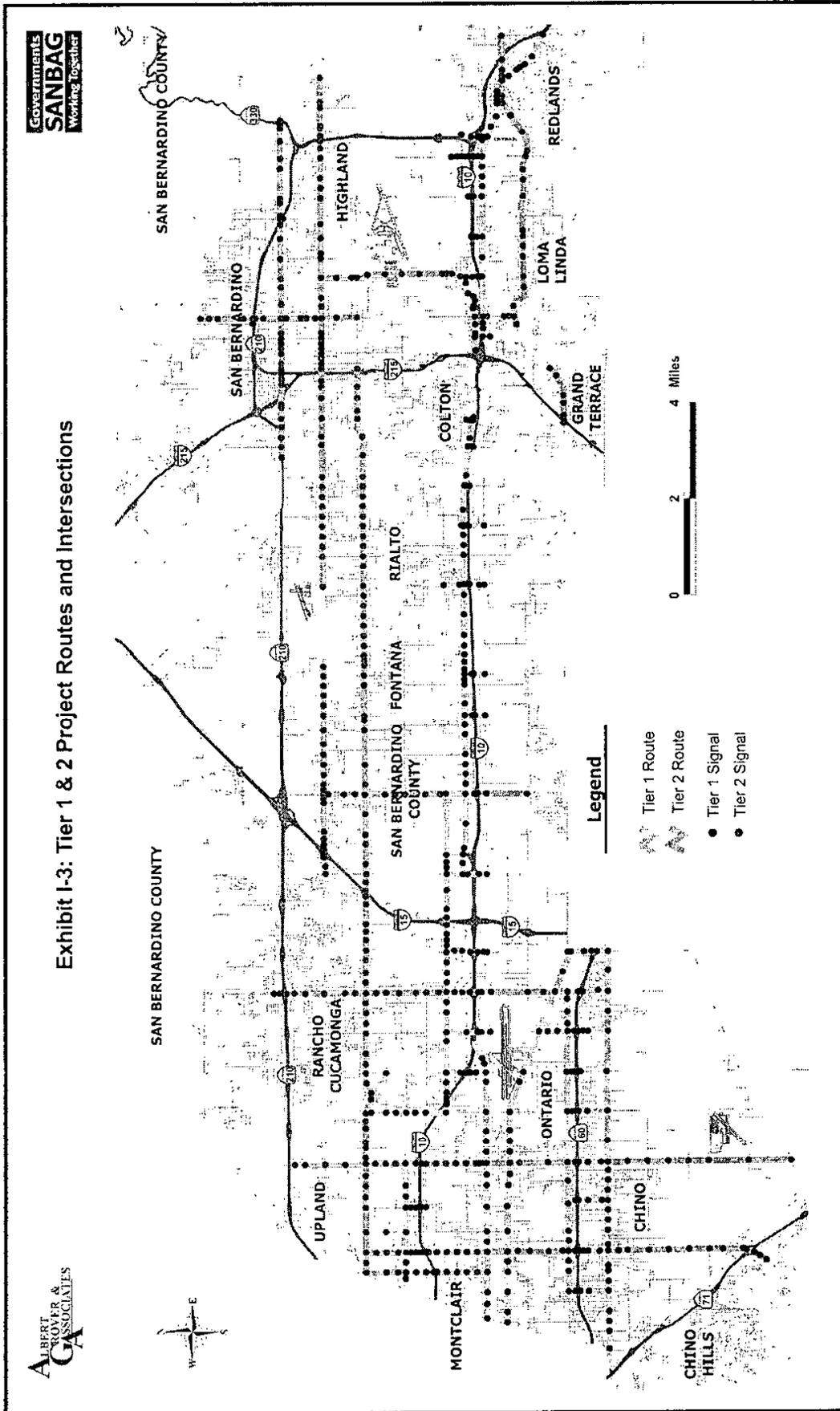
**Table 1-List of Corridors –Tiers 1 & 2**

***TIERS 1 & 2 Synchronization Corridors***

<b>No.</b>	<b>Arterial Segment</b>	<b>Limits</b>	<b>Jurisdiction(s)</b>
1	Ramona Ave	Philadelphia St to Riverside Dr.	<i>Chino/Caltrans</i>
2	Monte Vista Ave	Foothill Blvd to Holt Blvd	<i>Upland/Montclair/Caltrans</i>
3	Central Ave/Soquel Canyon Pkwy	Foothill Blvd to Butterfield Ranch Rd	<i>Upland/Montclair/San Bernardino (County)/Chino/Chino Hills/Caltrans</i>
4	Mountain Ave (North)	8th St to 6 <sup>th</sup> St	<i>Upland/Ontario/Caltrans</i>
5	Mountain Ave (South)	Philadelphia St to Riverside Dr	<i>Ontario/Chino/Caltrans</i>
6	Euclid Ave	19th St to Pine Ave	<i>Upland/Ontario/Chino/Caltrans</i>
7	Grove Ave (North)	Arrow Hwy/Arrow Rte to 4th St	<i>Rancho Cucamonga/Ontario</i>
8	Grove Ave (South)	Philadelphia St to Riverside Dr	<i>Ontario/Caltrans</i>
9	Vineyard Ave (North)	4th St to Holt Blvd	<i>Ontario/Caltrans</i>
10	Vineyard Ave (South)	Philadelphia St to Riverside Dr	<i>Ontario/Caltrans</i>
11	Archibald Ave (North)	4th St to Airport Dr	<i>Rancho Cucamonga/Ontario/Caltrans</i>
12	Archibald Ave (South)	Mission Blvd to Riverside Dr	<i>Ontario/Caltrans</i>
13	Haven Ave	Lemon Ave to Riverside Dr	<i>Rancho Cucamonga/Ontario/Caltrans</i>
14	Milliken Ave (North)	4th St to Airport Dr	<i>Rancho Cucamonga/Ontario/Caltrans</i>
15	Milliken Ave (South)	Philadelphia St to SR-60 EB Ramps	<i>Ontario/Caltrans</i>
16	Etiwanda Ave	4th St/San Bernardino Ave to Airport Dr	<i>Rancho Cucamonga/Ontario/San Bernardino (County)/Fontana/Caltrans</i>
17	Cherry Ave	Baseline Ave to Jurupa Ave	<i>Fontana/San Bernardino (County)/Caltrans</i>
18	Citrus Ave	Valley Blvd to Slover Ave	<i>Fontana/Caltrans</i>

19	Sierra Ave	Valley Blvd to Slover Ave	Fontana/Caltrans
20	Cedar Ave	San Bernardino Ave to Slover Ave	San Bernardino (County)/Caltrans
21	Riverside Ave	Valley Blvd to Slover Ave	Rialto/Caltrans
22	Pepper Ave	Valley Blvd to I-10 EB Ramps	Colton/San Bernardino (County)/Caltrans
23	Rancho Ave	Valley Blvd to I-10 EB Ramps	Colton/San Bernardino (County)/Caltrans
24	La Cadena Dr	G St to Valley Blvd	Colton
25	Waterman Ave (North)	40th St to 5th St	San Bernardino (City)/San Bernardino (County)/Caltrans
26	Waterman Ave (South)	Hospitality Ln to Barton Rd/Washington St	San Bernardino (City)/Colton
27	Tippecanoe Ave	Baseline St to Redlands Blvd	San Bernardino (City)/San Bernardino (County)/Highland/Caltrans
28	Mountain View Ave	I-10 WB Ramps to Redlands Blvd	San Bernardino (City)/Loma Linda/Caltrans
29	California St	Orange Tree Ln to Redlands Blvd	Redlands/Loma Linda/Caltrans
30	Alabama St	Lugonia Ave to Redlands Blvd	San Bernardino (County)/Redlands/Caltrans
31	Tennessee St	Lugonia Ave to Redlands Blvd	Redlands/Caltrans
32	Highland Ave	Macy St to SR-330 NB Ramps	San Bernardino (City)/San Bernardino (County)/Highland/Caltrans
33	Baseline (West)	Etiwanda Ave to Mango Ave	Rancho Cucamonga/Fontana/Caltrans
34	Baseline (East)	Cedar Ave to Church St	Rialto/San Bernardino (City)/San Bernardino (County)/Highland/Caltrans
35	Foothill Blvd	Monte Vista Ave to H St	Upland/Rancho Cucamonga/Fontana/Rialto/San Bernardino (City)/Caltrans
36	Arrow Hwy/8th St	Police Station to Euclid Ave	Montclair/Upland

37	4th St/ San Bernardino Ave	Grove Ave to Cherry Ave	Ontario/Rancho Cucamonga/San Bernardino (County)/Caltrans
38	Holt Blvd	Amherst Ave to Convention Center Way/Guasti Rd	Montclair/Ontario/Caltrans
39	Mission Blvd	Roswell Ave to Milliken Ave	San Bernardino (County)/Montclair/Ontario/Caltrans
40	Philadelphia St	Ramona Ave to Haven Ave	San Bernardino (County)/Chino/Ontario/Caltrans
41	Riverside Dr	Reservoir Dr to Milliken Ave	Chino/San Bernardino (County)/Ontario/Caltrans
42	Valley Blvd	Etiwanda Ave to 9th St	Ontario/San Bernardino (County)/Fontana/Rialto/Colton/Caltrans
43	Hospitality Ln	E St to Tippecanoe Ave	San Bernardino (City)/Caltrans
44	Redlands Blvd	Hunts Ln to I-10 EB On-Ramp/Ford St	Colton/San Bernardino (City)/Loma Linda/Redlands/Caltrans
45	Barton Rd	I-215 SB On-Ramp to Grand Terrace Rd/Honey Hill Dr	Grand Terrace/Caltrans
46	Washington St/Barton Rd/ Brookside Ave/ Citrus Ave	Weir Rd to Judson St/ Ford St	San Bernardino (City)/Colton/Loma Linda/San Bernardino (County)/Redlands



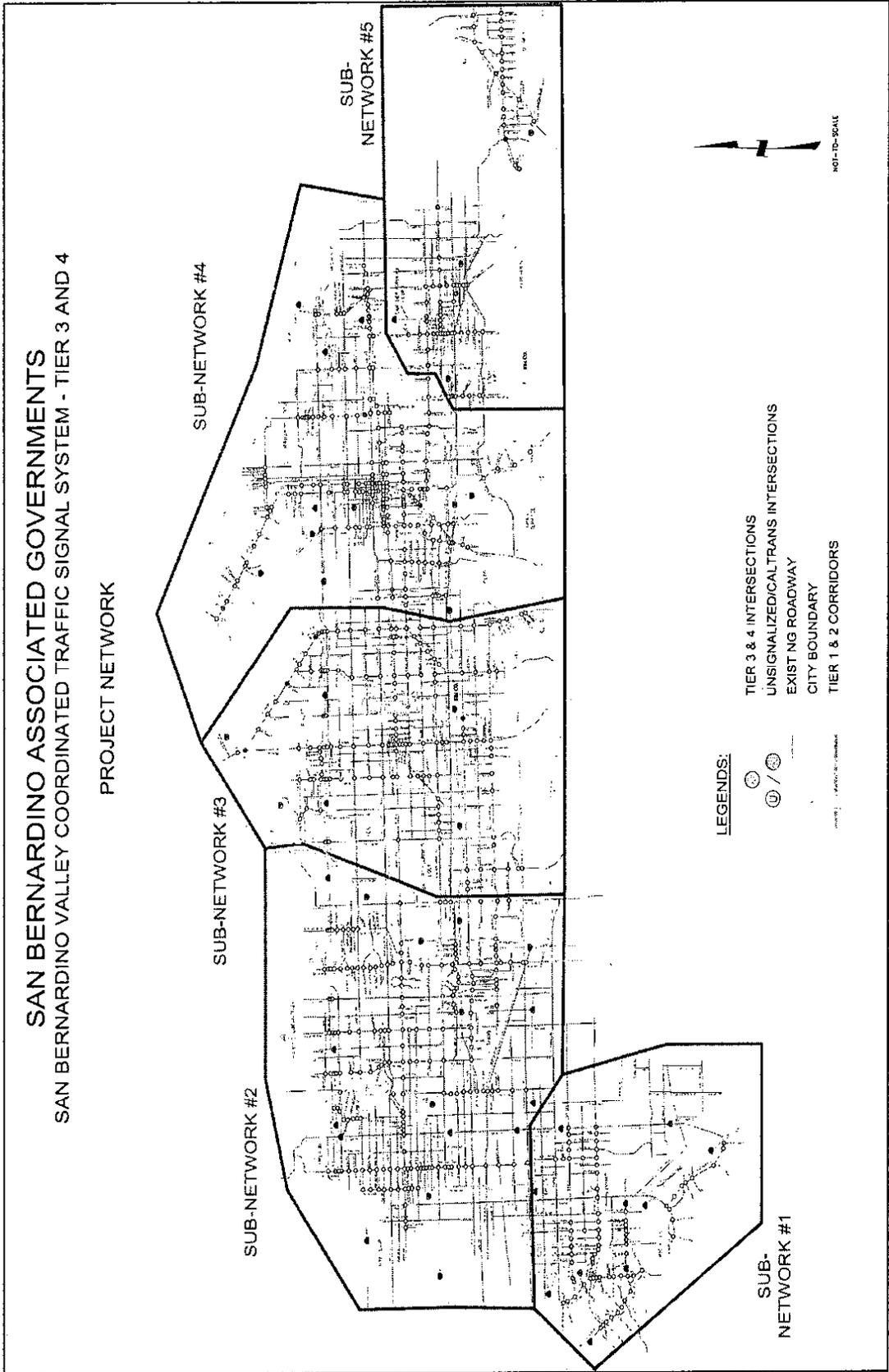
**Figure 1 - Corridors –Tiers 1 & 2**

**Table 2-List of Corridors-Tiers 3 & 4**

<b>TIERS 3 &amp; 4 Synchronization Corridors</b>			
<b>No.</b>	<b>Arterial Segment</b>	<b>Limits</b>	<b>Jurisdiction(s)</b>
1	Butterfield Ranch Rd	Butterfield Ranch Rd to Shady View/SR-71 SB ramps	CALTRANS/Chino Hills
2	Chino Ave	SR-71 to Euclid Ave	CALTRANS/Chino
3	Chino Hills Pkwy	Walnut Creek to Central Ave	CALTRANS/Chino/Chino Hills
4	Grand Ave/Edison Ave	SR-71 to Euclid Ave	CALTRANS/Chino
5	Peyton Dr	Rock Springs Dr to Glen Ridge Dr	Chino Hills
6	Soquel Cyn Rd	Pinehurst Dr to Butterfield Ranch Rd	Chino Hills
7	Airport Dr	Vineyard Ave to Milliken Ave	Ontario
8	Archibald Ave	Lemon to 4th St	CALTRANS/Rancho Cucamonga
9	Benson Ave	16th St to 8th St	Upland
10	Campus Ave	I-210 WB ramps to 16th St	CALTRANS/Upland
11	Carnelian St/Vineyard Ave	Lemon to 4th St	CALTRANS/Ontario/Rancho Cucamonga
12	Day Creek Blvd	I-210 WB ramps to Baseline Rd	CALTRANS/Rancho Cucamonga
13	Etiwanda Ave	4th St/San Bernardino Ave to Valley Blvd, Airport Dr/Slover Ave to Francis St	Ontario, SB County
14	Grove Ave	San Bernardino Rd to Philadelphia St	Ontario/Rancho Cucamonga
15	Inland Empire Blvd	Turner Ave to Milliken Ave	Ontario
16	Milliken Ave	Vintage to Mission Blvd	CALTRANS/Ontario/Rancho Cucamonga
17	Mountain Ave	21st St to Philadelphia, Riverside Ave to Edison Ave	Chino/Ontario/Upland
18	Ontario Mills Pkwy	Milliken Ave to Rochester Ave	Ontario
19	Arrow Route/Hwy/Blvd	College Park to Etiwanda Ave, Citrus Ave to Locust Ave	Fontana/Rancho Cucamonga/Upland
20	Jurupa St	UPS Driveway to Etiwanda, Mulberry to Sierra Ave	CALTRANS/Ontario/Fontana

21	Ayala Dr/Cedar Ave	Riverside Ave to San Bernardino Ave/Slover to 11th St	CALTRANS/Rialto/SB County
22	Beech	Summit Heights Gateway to Sierra Lakes Pkwy	Fontana
23	Bloomington Ave	Riverside Ave to Larch Ave	Rialto/SB County
24	Citrus Ave	Summit Ave to Valley Blvd	CALTRANS/Fontana
25	Mulberry Ave	Slover Ave to Philadelphia St	Fontana
26	Riverside Ave	Live Oak to San Bernardino Ave, Slover Ave to Kline Ranch Rd	CALTRANS/Rialto/SB County
27	San Bernardino Ave	Cherry Ave to Fontana Ave	SB County/Rialto
28	Sierra Ave	Summit Ave to Valley Blvd, Slover to Jurupa Ave	CALTRANS/Fontana
29	Sierra Lakes Pkwy	Citrus Ave to Sierra Ave	Fontana
30	Slover Ave	Etiwanda Ave to Mulberry, Sierra Ave to Tamarind Ave	Fontana/Rialto
31	Rialto Ave	Linden Ave to Riverside Ave, Rancho Ave to Waterman Ave	Rialto, SB City
32	2nd St	Metrolink to Waterman Ave	CALTRANS/SB City
33	3rd St	Lena Dr to Palm Ave	Highland/SB County/SB City
34	40th St	Kendall Dr to Waterman Ave	SB City
35	5th St/GreenSpot Rd	G St to E. Village at Highland	CALTRANS/Highland/SB City
36	Arrowhead Ave	30th St to Orange Show Rd	SB City
37	Boulder Ave	Highland Ave to Greenspot Rd	Highland
38	Del Rosa Dr	Lynwood Dr to Harry Shepard Blvd	CALTRANS/SB County/SB City
39	Inland Center Dr	Mount Vernon Ave to E St	CALTRANS/SB City
40	Kendall Dr/E St	Palm to Fairway Dr	SB City
41	La Cadena Dr	Mount Vernon Ave to 7th St	Colton
42	Mill St	Eucalyptus to Tippecanoe Ave	CALTRANS/SB City
43	Mount Vernon Ave	21st St to Valley Blvd/I-10 WB	Colton/SB City
44	Pepper Ave	Rialto Ave to Valley Blvd	Colton/SB City
45	Rancho Ave	Rialto Ave to Valley Blvd	Colton
46	Reche Cyn	Barton Rd to Shane Dr	Colton/SB County
47	Victoria Av	Highland Av to 3rd St	Highland
48	Orange Show Rd/San Bernardino Ave	E St to Orange St	CALTRANS/Redlands/SB County/SB City

49	Alabama St	River Bluff Ave to Lugonia Ave, Redlands Blvd to Barton Rd	CALTRANS/Redlands/SB County
50	Lugonia Ave	Alabama St to Wabash Ave	CALTRANS/Redlands/SB County
51	Mountain View Ave	Redlands Blvd to Barton Rd	CALTRANS/Loma Linda
52	Oak Glen Rd	Calimesa Blvd to Bryant St	Yucaipa
53	Orange St	San Bernardino Ave (East) to Citrus Ave	CALTRANS/Redlands
54	Yucaipa Blvd	I-10 to Bryant St	CALTRANS/Yucaipa
1	Butterfield Ranch Rd	Butterfield Ranch Rd to Shady View/SR-71 SB ramps	CALTRANS/Chino Hills
2	Chino Ave	SR-71 to Fern Ave	CALTRANS/Chino
3	Chino Hills Pkwy	Walnut Creek to Monte Vista Ave	CALTRANS/Chino/Chino Hills
4	Grand Ave/Edison Ave	SR-71 to Euclid Ave	CALTRANS/Chino
5	Peyton Dr	Rock Springs Dr to Glen Ridge Dr	Chino Hills
6	Soquel Cyn Rd	Pinehurst Dr to Butterfield Ranch Rd	Chino Hills
7	Airport Dr	Vineyard Ave to Milliken Ave	Ontario
8	Archibald Ave	Lemon to 4th St	CALTRANS/Rancho Cucamonga
9	Benson Ave	16th St to 8th St	Upland



**Figure 2 - Corridors Tiers 3 & 4**

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT  
NO. 11-95 WITH THE CALIFORNIA DEPARTMENT  
OF EDUCATION TO PROVIDE SUMMER  
AFTER-SCHOOL PROGRAMS

**DATE:** July 18, 2011

**SECTION:** AGREEMENTS

**ITEM NO.:** 4

**FILE I.D.:** HSV030

**DEPT.:** COMMUNITY DEV.

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**REASON FOR CONSIDERATION:** The City of Montclair was awarded a California Department of Education (CDE) 21st Century Community Learning Centers Program—Elementary and Middle Schools grant. Proposed Agreement No. 11-95 with CDE would provide funding for after-school programs to be administered during the summer months. A copy of proposed Agreement No. 11-95 is attached for the City Council's review and consideration.

**BACKGROUND:** The Montclair Community Collaborative (MCC), organized in 1995, is a partnership between the City, the Ontario-Montclair School District, and community organizations having the core objective of improving quality-of-life outcomes for children and youth. Through the ongoing strategic planning process, MCC identifies resources and develops services for children, youth, and adults.

The goal of the CDE 21st Century Program grant is to promote opportunities for academic enrichment, helping students and schools meet performance standards in core academic subjects including reading, language, and mathematics. Youth development activities, including art, music, character education, and recreation programs, are also part of the grant objectives.

Proposed Agreement No. 11-95 was received on June 27, 2011, and represents the fourth year of funding from the five-year renewable grant. The program funding allows for summer after-school programs at Kingsley, Mission, Montera, and Ramona elementary schools. It also funds programs at both Serrano and Vernon middle schools. The funding allows these schools to provide academic and literacy support as well as safe, constructive alternatives to students in kindergarten through eighth grades. The recreational and enrichment experiences support the learning experiences addressed during the regular instructional day.

The term of proposed Agreement No. 11-95 is July 1, 2011, through December 31, 2012.

**FISCAL IMPACT:** Should the City Council approve proposed Agreement No. 11-95, the California Department of Education would award the fourth year of the five-year renewable grant, in the amount of \$89,251, to the City. The award is contingent upon the availability

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Prepared by:

*M. Richter*

Reviewed and  
Approved by:

*Steve Luster*

Proofed by:

*Kelsey DeForge*

Presented by:

*James A. Hart*

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of state funds. If the State Legislature takes action to reduce or defer the funding upon which this award is based, the award would be amended accordingly. Any funding received would pay for grant oversight, training, supplies, and the salaries of a Learning Coordinator and Learning Leaders at each school site.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 11-95 with the California Department of Education to provide summer after-school programs.

**Grant Award Notification**

<b>GRANTEE NAME AND ADDRESS</b> Edward Starr, City Manager City of Montclair 5111 Benito Street Montclair, CA 91763		<b>CDE GRANT NUMBER</b>				
		<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>	
		11	14349	2110	5A	
<b>Attention</b> After School Coordinator		<b>COUNTY</b>	<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			
<b>Program Office</b> After School Program Office			36	<b>Resource</b>	<b>Revenue Object</b>	
<b>Telephone</b> 909-625-9402				4124	8290	
<b>Name of Grant Program</b> 21 <sup>st</sup> Century Community Learning Centers—Elementary and Middle—Core						
<b>GRANT AMOUNT</b>	<b>Original/Prior Amendments</b>	<b>Amendment Number</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Index</b>	<b>Federal Catalog Number</b>
	\$89,251.00			\$89,251.00	0604	84.287
<b>AWARD DATES</b>	<b>Starting</b>		<b>Ending</b>			
	July 1, 2011		December 31, 2012			
<b>AWARD NARRATIVE</b>						
<p>I am pleased to inform you that you have been funded for the 21<sup>st</sup> Century Community Learning Centers—Elementary and Middle—Core.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Paul Simpson-Jones, Associate Governmental Program Analyst        After School Programs Office        California Department of Education        1430 N Street, Suite 6408        Sacramento, CA 95814-5901</p>						
<b>California Department of Education Contact</b> Paul Simpson-Jones			<b>Job Title</b> Associate Governmental Program Analyst			
<b>E-mail Address</b> psjones@cde.ca.gov				<b>Telephone</b> 916-319-0211		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> ▶ <i>Tom Torlakson</i>				<b>Date</b> June 20, 2011		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>						
<p><i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i></p>						
<b>Printed Name of Authorized Agent</b> Paul M. Eaton			<b>Title</b> Mayor			
<b>E-mail Address</b> sagajanian@cityofmontclair.org				<b>Telephone</b> (909) 625-9400		
<b>Signature</b> ▶				<b>Date</b>		

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT NO. 11-96 WITH THE OFFICE OF THE STATE CONTROLLER, DIVISION OF AUDITS, FOR ANNUAL STREET REPORT PREPARATION SERVICES

**DATE:** July 18, 2011

**SECTION:** AGREEMENTS

**ITEM NO.:** 5

**FILE I.D.:** LIT010

**DEPT.:** ADMIN. SVCS.

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**REASON FOR CONSIDERATION:** Pursuant to the City of Montclair's Purchasing Manual, professional service contracts shall be presented to the City Council and executed by the Mayor.

**BACKGROUND:** Local agencies are required to file an Annual Report of Financial Transactions Concerning Streets and Roads in accordance with California Streets and Highways Code Section 2151. Contracting with the Office of the State Controller, Division of Audits, for street report preparation services provides the City with expertise in the reporting process, thereby ensuring the highest compliance possible. In addition, because the Office of the State Controller is involved in the preparation of the report, the probability of allocating staff resources to respond to an audit is significantly reduced.

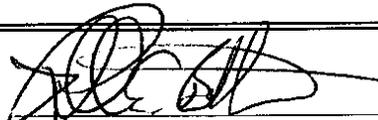
The Office of the State Controller, Division of Audits, routinely prepares audit reports for California cities. The City's audit firm, Lance, Soll & Lunghard LLP, does not offer this service and refers all client cities to the Office of the State Controller. The City has been contracting with the Office of the State Controller, Division of Audits, for annual street report preparation services since September 1999; and staff has been satisfied with the service.

During Fiscal Year 2010-11, the City entered into Agreement No. 10-76 with the Office of the State Controller, Division of Audits. Agreement No. 10-76 authorized the Office of the State Controller, Division of Audits, to prepare the City's Fiscal Year 2009-10 Annual Street Report. The total cost for this service was \$1,720.

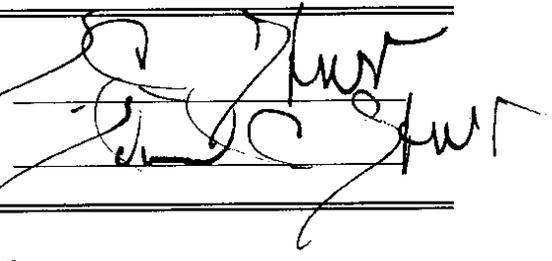
Proposed Agreement No. 11-96 renews the agreement with the Office of the State Controller, Division of Audits, to prepare the City's Fiscal Year 2010-11 Annual Street Report. The proposed Agreement would be in effect until terminated by either party, and either party can terminate the proposed Agreement with seven days' written notice. The Office of the State Controller, Division of Audits, uses a standard contract for all cities—big and small; therefore, proposed Agreement No. 11-96 includes a "not to exceed" provision of \$2,000. However, the cost to the City is not expected to exceed \$1,750. Furthermore, the fee can be paid with Gas Tax funds.

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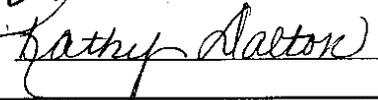
Prepared by:



Reviewed and  
Approved by:



Proofed by:



Presented by:

**FISCAL IMPACT:** Approval of proposed Agreement No. 11-96 would authorize the Office of the State Controller, Division of Audits, to perform Annual Street Report preparation services for an amount not to exceed \$2,000. Actual costs are expected to be less than \$1,750.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 11-96 with the Office of the State Controller, Division of Audits, for Annual Street Report preparation services.



**JOHN CHIANG**  
*California State Controller*

**CONTRACT FOR SERVICES TO PREPARE  
 THE ANNUAL STREET REPORT**

This contract is executed in triplicate, between the Office of the State Controller, Division of Audits, and the City of Montclair.

Whereas Section 2151 of the California *Streets and Highways Code* requires the cities to file an Annual Street Report;

Whereas Section 2151 of the California *Streets and Highways Code* requires this Report to be filed with the Controller on or before October 1 of each year; and

Whereas the Controller is able to furnish and the city wishes to receive the services of the Controller to prepare its report; now therefore, in consideration of the following promises and conditions, the parties hereby agree that:

- I. For the fiscal year ended June 30, 2011, the Controller shall assist in the preparation of the city's report.
- II. The report shall be in the form prescribed by the Controller.
- III. The report shall include a statement of all revenues and expenditures concerning city streets, and shall be prepared from the city's records made available to the Controller.
- IV. The report will be prepared from the city's unaudited records, and no determination shall be made at time of preparation regarding the accuracy of the records or the legality of the expenditures reported herein. The city understands that the report is subject to subsequent review by the Controller and exceptions may be taken at the time regarding the legality of expenditures contained in the report or the accuracy of the records from which the report was prepared.
- V. The Controller will furnish sufficient personnel to complete the report on or before October 1, 2011, except that the Controller is excused from such date if the city's accounting records and personnel are not ready for the preparation of the report at the time scheduled by the Controller and the city or if circumstances beyond the control of the parties prevent completion.
- VI. The city will designate a management-level individual to be responsible and accountable for overseeing the non-audit service.
- VII. The city will establish and monitor the performance of the non-audit service to ensure that it meets management's objectives.

- VIII. The city will make any decision that involves management functions related to the non-audit service and accepts full responsibility for such decisions.
- IX. The city will evaluate the adequacy of the services performed and any findings that result.
- X. This contract is subject to the Controller's charges for services rendered, and such charges shall be computed in accordance with Sections 8755 and 8755.1 of the *State Administrative Manual*. Charges shall include both direct and indirect costs, and shall be expressed in dollars per unit time whenever possible.
- XI. Except as provided in paragraph XII, the aggregate cost of services provided under this agreement shall not exceed \$2000.
- XII. If unforeseen circumstances develop during the course of the Controller's preparation of the report and additional time is needed to complete preparation, the parties will confer; and if it is agreed that the preparation of the report is to continue, the Controller is to be compensated for any additional time required. In any case, the Controller shall be compensated for services rendered prior to the development of such unforeseen circumstances.
- XIII. Upon completion of the report, the Controller will furnish one copy to the city and will retain one copy.
- XIV. The city will pay the Controller for services rendered in a timely manner (including additional time pursuant to paragraph XII) and hereby warrants that funds are available from which payment may be made.
- XV. Either party may terminate this contract by giving seven days written notice. Notice may be served in person or by mail on the officer at the following address and is effective upon receipt. During the seven-day period, the Controller may continue with the preparation of the report then in progress.

Steven Mar, Chief  
 Local Government Audits Bureau  
 Division of Audits  
 Post Office Box 942850  
 Sacramento, CA 94250-5874

City of Montclair

JOHN CHIANG  
 STATE CONTROLLER

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

By: \_\_\_\_\_  
 JEFFREY V. BROWNFIELD  
 Chief, Division of Audits

Address: 5111 Benito Street

Montclair CA 91763

Title: Mayor

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

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

Yvonne L. Smith

Title: Deputy City Clerk

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

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER CITY COUNCIL APPROVAL OF AGREEMENT NO. 11-97, A LEASE AGREEMENT BY AND BETWEEN THE MONTCLAIR HOUSING CORPORATION AND THE CITY OF MONTCLAIR FOR LEASE OF THE 9916 CENTRAL AVENUE PROPERTY  CONSIDER MONTCLAIR HOUSING CORPORATION APPROVAL OF AGREEMENT NO. 11-97, A LEASE AGREEMENT BY AND BETWEEN THE MONTCLAIR HOUSING CORPORATION AND THE CITY OF MONTCLAIR FOR LEASE OF THE 9916 CENTRAL AVENUE PROPERTY	<b>DATE:</b> July 18, 2011 <b>SECTION:</b> AGREEMENTS <b>ITEM NO.:</b> 6 <b>FILE I.D.:</b> MHC025 <b>DEPT.:</b> MHC/COMMUNITY DEV.
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**REASON FOR CONSIDERATION:** Proposed Agreement No. 11-97 is a Lease Agreement between the Montclair Housing Corporation (MHC) and the City for the lease of the 9916 Central Avenue property. The property underwent an extensive interior and exterior remodel with the intention of its being used for a number of Community Development programs that include case management, counseling services, and *Por La Vida* classes.

A copy of proposed Agreement No. 11-97 is attached for the City Council/Montclair Housing Corporation Board of Directors' review and consideration.

**BACKGROUND:** The 9916 Central Avenue property, the former Neighborhood Partnership Housing Services (NPHS) administrative office, was purchased by the Redevelopment Agency in December 2006. It was subsequently remodeled by the Redevelopment Agency to incorporate new offices, an upgraded kitchen, and a child's playroom designed to effectively carryout the Human Services programs.

The more salient terms of proposed Agreement No. 11-97 include the following:

1. The term of the lease shall be for five years. Each party, however, shall have the right to terminate the Lease on not less than 30 days' written notice.
2. The City shall pay \$1.00 rent per year to the MHC.
3. The City shall assume full responsibility for the maintenance of the property and shall pay for electrical service and all other utility services.

**FISCAL IMPACT:** Should this item be approved, the City would pay MHC a lease payment of \$1.00 annually for lease of the premises. The City would assume full responsibility of

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Prepared by: <u>Christine P. Caldwell</u>	Reviewed and Approved by: <u>M. STAATS</u>
Proofed by: <u>Gwenie L. Smith</u>	Presented by: <u>[Signature]</u>

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the property without expense to MHC. The Human Services Division of the Community Development Department has secured a grant in the amount of \$3,000 from the Ontario-Montclair School District that would be used to pay utility expenses as well as sewer costs.

**RECOMMENDATION:** Staff recommends the following actions be taken:

1. The City Council approve Agreement No. 11-97, a Lease Agreement by and between the Montclair Housing Corporation and the City of Montclair for lease of the 9916 Central Avenue property.
2. The Montclair Housing Corporation Board of Directors approve Agreement No. 11-97, a Lease Agreement by and between the Montclair Housing Corporation and the City of Montclair for lease of the 9916 Central Avenue.

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (this "Lease") is made and entered into as of July 18, 2011, by and between the **MONTCLAIR HOUSING CORPORATION**, a nonprofit housing corporation (the "Landlord"), and the **CITY OF MONTCLAIR**, a California municipal corporation (the "Tenant").

### RECITALS

A. The Landlord is the owner of an approximately .15-acre parcel of real property that is located at 9916 Central Avenue in the City of Montclair (the "Premises"). The Premises are legally described in Exhibit "A" attached hereto and incorporated herein by reference.

B. Subject to the terms and conditions contained and set forth in this Lease, the Landlord desires to lease the Premises to the Tenant and the Tenant desires to lease the Premises from the Landlord.

**NOW, THEREFORE**, the Landlord and the Tenant agree as follows:

**1. Lease of Premises.** Subject to the terms and conditions set forth herein, as of the Commencement Date of this Lease, Landlord hereby leases the Premises to Tenant.

**2. Term.** The term of this Lease shall commence upon July 19, 2011 (the "Commencement Date"), and shall terminate at 11:59 p.m. on July 19, 2016 (the "Term"). Either party shall have the right to terminate this Lease on not less than thirty (30) days written notice thereof to the other party.

**3. Rent.** Tenant shall pay One Dollar (\$1.00) rent per year, in advance, on July 1 of each year to Landlord at the address designated in Section 9 of this Lease (the "Rent"). On the Commencement Date, and as a condition precedent to the effectiveness of this Lease, Tenant shall pay to Landlord the first year's Rent.

**4. Maintenance.** Tenant agrees to assume full responsibility for the maintenance of the Premises (including landscaping) throughout the Term without expense to the Landlord, and to perform or cause the performance of all repairs and replacements necessary to maintain and preserve the Premises in good repair, in a neat, clean, safe, and orderly condition in compliance with all applicable laws.

**5. Utilities.** Tenant will pay for electrical utility service and all other utility services to the Premises that are incurred during the Term.

**6. Insurance Requirements.** The Tenant shall secure from a good and reasonable company or companies doing insurance business in the State of California, pay for, and maintain in full force and effect for the duration of this Agreement a policy of comprehensive liability insurance in which the Landlord is named as an additional insured with the Tenant, and shall furnish a certificate of liability insurance to the Landlord. The Tenant shall secure, pay for, and maintain in full force and effect for the duration of this Lease workers' compensation insurance for Tenant's workers at the Premises to the extent required by law, and shall furnish a Certificate of

Insurance to the Landlord before the Commencement Date. The Landlord, its officers, employees, agents, representatives, and attorneys shall not be responsible for any claims in law or equity occasioned by the failure of Tenant to comply with this section.

7. **Compliance With Law.** Tenant warrants to Landlord that it shall comply with all statutes, ordinances, rules, orders, and regulations of the federal, state, county, and municipal authorities now in effect or which may hereafter come into effect, relating in any manner to Tenant's use or occupancy of the Premises during the Term.

8. **Assignment and Subletting.** Tenant shall not assign this Lease or any interest therein, nor sublicense or sublet the Premises or any part thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

9. **Notices.** Any notice, request, demand, consent, approval, or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered in person to an officer or duly authorized representative of the other party, or deposited in the United States mail, duly certified or registered (return receipt requested), postage prepaid, or delivered through another reasonably acceptable method, and addressed to the party for whom intended, as follows:

If to Landlord:            Executive Director  
   Montclair Housing Corporation  
   5111 Benito Street  
   Montclair, California 91763  
   Attention: Executive Director

If to Tenant:                City Manager  
   City of Montclair  
   5111 Benito Street  
   Montclair, California 91763

Any party may from time to time, by written notice to the other, designate a different address which shall be substituted for that specified above. If any notice or other document is sent by mail as aforesaid, the same shall be deemed fully delivered and received forty-eight (48) hours after mailing as provided above.

10. **Nondiscrimination.** Tenant covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Premises nor shall the Tenant itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the Premises.

**11. Modification.** This Lease constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous agreements, oral or written. This Lease may be modified only by a subsequent mutual written agreement executed by Landlord and Tenant.

**12. California Law.** Any action commenced pursuant to this Lease shall be initiated in the San Bernardino County Superior Court or other appropriate court in that county.

**13. Attorney's Fees.** In the event any declaratory or other legal or equitable action is instituted between Tenant and Landlord in connection with this Lease, then as between Landlord and Tenant, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including court costs and reasonable attorneys' fees incurred in connection with such action, and all fees, costs, and expenses incurred on any appeal or in collection of any judgment.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease as of the date set forth above.

**LANDLORD:**

**MONTCLAIR HOUSING CORPORATION**, a nonprofit housing corporation

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Paul M. Eaton  
Chairman

**ATTEST:**

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Secretary

**APPROVED AS TO FORM:**

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Stradling Yocca Carlson & Rauth  
Agency Special Counsel

**TENANT:**

**CITY OF MONTCLAIR**, a California municipal corporation

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Paul M. Eaton  
Mayor

**ATTEST:**

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Deputy City Clerk

**APPROVED AS TO FORM:**

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Diane E. Robbins  
City Attorney

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PREMISES**

LOT 1 OF TRACT NO. 4212, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 53, PAGE 56 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER CITY COUNCIL ADOPTION OF RESOLUTION NO. 11-2917 DECLARING THE NEED FOR A HOUSING AUTHORITY TO FUNCTION IN THE CITY, DECLARING THAT THE MEMBERS OF THE CITY COUNCIL SHALL SERVE AS COMMISSIONERS OF THE HOUSING AUTHORITY, AND DESIGNATING THE MAYOR TO SERVE AS THE CHAIRMAN	<b>DATE:</b> July 18, 2011 <b>SECTION:</b> RESOLUTIONS <b>ITEM NO.:</b> 1 <b>FILE I.D.:</b> MHA050 <b>DEPT.:</b> CITY MGR.
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**REASON FOR CONSIDERATION:** The City Council has the authority to declare the need for a Housing Authority pursuant to the Housing Authority Law as codified in Health and Safety Code Sections 34200 *et seq.* Proposed Resolution No. 11-2917 declares the need for a Housing Authority to function in the City, declares that the members of the City Council shall serve as Commissioners, and designates the Mayor as the Chairman of the Montclair Housing Authority. A copy of proposed Resolution No. 11-2917 is attached for the City Council's review and consideration.

**BACKGROUND:** Section 34240 of the Housing Authority Law provides that in every city there is a public body corporate and politic known as the Housing Authority of the city. However, the law provides that the Housing Authority shall not transact business or exercise its power unless the City Council of the city declares by resolution that there is a need for a Housing Authority to function in the city. Proposed Resolution No. 11-2917 hereby makes the declaration for the establishment of the Montclair Housing Authority. Adoption of proposed Resolution No. 11-2917 would allow for the formation of the Montclair Housing Authority to develop or acquire and subsequently operate one or more rental housing units/developments in the City. The units would be rented at an affordable rent to income-qualifying households.

Proposed Resolution No. 11-2917 also provides for the members of the City Council to serve as the Commissioners of the Montclair Housing Authority and designates the Mayor as the Chairman of the Board of Directors.

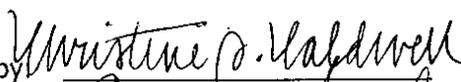
**FISCAL IMPACT:** There is no direct fiscal impact associated with the establishment of the Montclair Housing Authority. AB1X 26 abolishes redevelopment agencies effective October 1, 2011. As the law is drafted, it authorizes the Low and Moderate Income Housing Fund to be forwarded to the local Housing Authority in the event the Redevelopment Agency Board of Directors chooses to abolish its agency.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 11-2917 declaring the need for a Housing Authority to function in the City, declaring that the members of the City Council shall serve as the Commissioners of the Montclair Housing Authority, and designating the Mayor to serve as Chairman.

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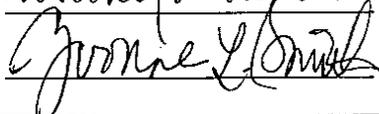
Prepared by



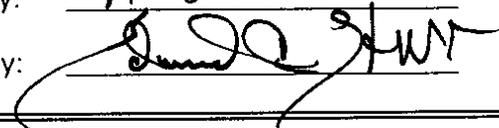
Reviewed and Approved by:



Proofed by:



Presented by:



**RESOLUTION NO. 11-2917**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA, DECLARING THE NEED FOR A HOUSING AUTHORITY TO FUNCTION IN THE CITY, DECLARING THE MEMBERS OF THE CITY COUNCIL SHALL SERVE AS THE COMMISSIONERS OF THE HOUSING AUTHORITY, AND DESIGNATING THE MAYOR AS THE CHAIRMAN OF THE HOUSING AUTHORITY**

**WHEREAS**, the Housing Authority Law is codified in Health and Safety Code Sections 34200 *et seq.* (the "Law"); and

**WHEREAS**, Section 34240 of the Law provides that in every city there is a public body corporate and politic known as the Housing Authority of the city; and

**WHEREAS**, Section 34240 of the Law additionally provides that the Housing Authority shall not transact business or exercise its power unless the City Council of the city declares by resolution that there is a need for a Housing Authority to function in the city; and

**WHEREAS**, Section 34242 of the Law provides for the adoption of a resolution declaring there is a need for a Housing Authority to function in the city if the City Council finds either: (1) that unsanitary or unsafe inhabited dwelling accommodations exist in the city; or (2) that there is a shortage of safe or sanitary dwelling accommodations in the city available to persons of low income at rentals they can afford; and

**WHEREAS**, Section 34290 of the Law provides that the City Council may declare by resolution that the City Council shall be the Commissioners of the Housing Authority; and

**WHEREAS**, Section 34277 of the Law provides that the Mayor of the city shall designate the interim Chairman of the Housing Authority from among the Housing Authority Commissioners, and thereafter the Housing Authority shall select his/her successor among its Commissioners; and

**WHEREAS**, it is the intent of this Resolution to form a Housing Authority to develop or acquire and subsequently operate one or more rental housing projects within the corporate limits of the City of Montclair.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair hereby finds and determines as follows:

**Section 1. Findings.** There exist in the City both unsanitary and unsafe inhabited dwelling accommodations and a shortage of decent, safe, sanitary, and affordable dwelling accommodations that are available to persons of low income.

**Section 2. Need for Housing Authority.** There is a need for a Housing Authority to function in the City, and the Housing Authority hereby is permitted to transact any business and exercise any power inferred thereon by the provisions of the Housing Authority Law, commencing with Section 34200 of the Health and Safety Code.

**Section 3. City Council Members to Serve as Housing Authority Commissioners.** Pursuant to Section 34290 of the Health and Safety Code, the City Council of the City of Montclair finds that the appointment of the members of the City Council as the Commissioners of the Housing Authority will serve the public interest and promote the public safety and welfare in an effective manner and, therefore, the City Council Members of the City of Montclair are hereby declared to serve as the Commissioners of the Housing Authority and all the rights, powers, duties, privileges, and immunities that are adjusted by the Housing Authority Law; and such a Housing Authority shall be vested in such Commissioners, except as otherwise provided by the Housing Authority Law.

**Section 4. Designation of Interim Chairman.** The Mayor of the City of Montclair shall serve as the Chairman of the Housing Authority.

**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. 11-2917 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

<b>SUBJECT:</b> CONSIDER ADOPTION OF RESOLUTION NO. 11-2918 DESIGNATING OFFICERS OF THE MONTCLAIR HOUSING AUTHORITY, ADOPTING PERSONNEL RULES AND REGULATIONS AND A CONFLICT OF INTEREST CODE, AND PROVIDING FOR THE TIME AND PLACE OF HOLDING REGULAR MEETINGS OF THE MONTCLAIR HOUSING AUTHORITY	<b>DATE:</b> July 18, 2011 <b>SECTION:</b> RESOLUTIONS <b>ITEM NO.:</b> 2 <b>FILE I.D.:</b> MHA050 <b>DEPT.:</b> CITY MGR.
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**REASON FOR CONSIDERATION:** Pursuant to the Health and Safety Code, the City Council, as Commissioners of the Montclair Housing Authority, may employ officers, agents, technical experts, and employees as the Montclair Housing Authority requires. The Health and Safety Code further requires the Housing Authority adopt personnel rules and regulations and a conflict of interest code applicable to its officers and employees, and provide for the time and place of holding of its regular meetings. Proposed Resolution No. 11-2918 designates officers of the Montclair Housing Authority; adopts personnel rules and regulations and a conflict of interest code, and provides for the time and place of holding regular meetings. A copy of proposed Resolution No. 11-2918 is attached for the City Council's review and consideration.

**BACKGROUND:** In the event the City Council adopts Resolution No. 11-2917 declaring the need for a Housing Authority to function in the City and designates the City Council Members as the Commissioners, a Resolution designating certain City officials to serve as officers of the Montclair Housing Authority must be adopted pursuant to Section 34278 of the Health and Safety Code.

Resolution No. 11-2918 designates the following City officials to serve as the Montclair Housing Authority officers on an *ex officio* basis:

<i>City Position</i>	<i>Montclair Housing Authority Position</i>
City Manager	Executive Director
Director of Redevelopment/ Public Works	Assistant Executive Director
City Attorney	Housing Authority Counsel
Special Counsel	Housing Authority Special Counsel
City Clerk	Housing Authority Secretary
Assistant Finance Director	Finance Officer

Proposed Resolution No. 11-2918 further adopts personnel rules and regulations, as set forth in Chapter 2.32 of Title 2 of the Montclair Municipal Code, as the personnel

Prepared by: <u>Christine P. Waldwell</u>	Reviewed and Approved by: <u>M. STAATS</u>
Proofed by: <u>Walter L. Smith</u>	Presented by: <u>[Signature]</u>

rules and regulations applying to all employees of the Montclair Housing Authority. Further, adoption of proposed Resolution No. 11-2918 adopts by reference Conflict of Interest Code of the California Code of Regulations Section 18730 as adopted by Resolution No. 87-1713 of the City Council on September 8, 1987, as the procedures affecting conflicts of interest involving the Montclair Housing Authority.

The City Council's adoption of proposed Resolution No. 11-2918 provides that the Montclair Housing Authority shall hold one regular meeting per year, which shall be held on the first Monday of the month of December at 7:00 p.m. in the Montclair City Hall Council Chambers or at such other place as may be designated by the Montclair Housing Authority by Resolution.

**FISCAL IMPACT:** There is no fiscal impact associated with the City Council's adoption of proposed Resolution No. 11-2918.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 11-2918 designating officers of the Montclair Housing Authority, adopting personnel rules and regulations and a Conflict of Interest Code, and providing for the time and place of holding regular meetings of the Montclair Housing Authority.

**RESOLUTION NO. 11-2918**

**A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF MONTCLAIR, CALIFORNIA, DESIGNATING OFFICERS OF THE HOUSING AUTHORITY, ADOPTING PERSONNEL RULES AND REGULATIONS AND A CONFLICT OF INTEREST CODE, AND PROVIDING FOR THE TIME AND PLACE OF HOLDING REGULAR MEETINGS OF THE HOUSING AUTHORITY**

**WHEREAS**, the City Council adopted Resolution No. 11-2917 on July 18, 2011, declaring the need for a Housing Authority to function in the City and declaring that the City Council Members are the Commissioners of the Housing Authority, all pursuant to the Housing Authority Law, commencing with Health and Safety Code Section 34200 *et seq.* (the "Law"); and

**WHEREAS**, the legal name of the housing authority shall be "Montclair Housing Authority, a public body corporate and politic" (Housing Authority); and

**WHEREAS**, Section 34278 of the Law provides that the Housing Authority may employ such officers, agents, technical experts, and employees as the Housing Authority requires; and

**WHEREAS**, Section 34278 of the Law further provides that the Housing Authority shall adopt personnel rules and regulations and a conflict of interest code applicable to Housing Authority officers and employees; and

**WHEREAS**, Section 34283 of the Law provides that the Housing Authority Commissioners shall provide for the time and place of holding their regular meetings.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Montclair Housing Authority here finds and determines as follows:

**Section 1.** Officers of the Housing Authority. Pursuant to Section 34278 of the Health and Safety Code, the Housing Authority, subject to the concurrence of the Montclair City Council, designates the following City officials to serve as Housing Authority officers on an *ex officio* basis:

<i>City Position</i>	<i>Montclair Housing Authority Position</i>
City Manager	Executive Director
Director of Redevelopment/ Public Works	Assistant Executive Director
City Attorney	Housing Authority Counsel
Special Counsel	Housing Authority Special Counsel
City Clerk/Deputy City Clerk	Housing Authority Secretary
Assistant Finance Director	Finance Officer

**Section 2. Personnel Rules and Regulations.** Pursuant to Section 34278 of the Health and Safety Code, the Commissioners of the Housing Authority hereby adopt by reference the personnel system set forth in Chapter 2.32 of Title 2 of the Montclair Municipal Code, as that Article may be amended, as the personnel rules and regulations applying to all employees of the Housing Authority.

**Section 3. Conflicts of Interest.** Pursuant to Section 34278 of the Health and Safety Code, the Commissioners of the Housing Authority hereby adopt by reference the Conflict of Interest Code of the California Code of Regulations Section 18730 as established by the City Council for the City by Resolution No. 87-1713 on September 8, 1987, as may be amended, as the procedures affecting conflicts of interest involving the Housing Authority.

**Section 4. Meetings.** The Housing Authority shall hold one regular meeting per year, which meeting shall be held on the first Monday of the month of December at 7:00 p.m. at the Montclair City Hall Council Chambers located at 5111 Benito Street, Montclair, California, or at such other place as may be designated by the Housing Authority by Resolution.

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

\_\_\_\_\_  
Chairman

**ATTEST:**

\_\_\_\_\_  
Secretary

I, Yvonne L. Smith, Secretary of the Montclair Housing Authority, DO HEREBY CERTIFY that Resolution No. 11-2918 was duly adopted by the Montclair Housing Authority Board of Directors at a regular meeting thereof 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  
Secretary

**MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON TUESDAY,  
JULY 5, 2011, AT 8:04 P.M. IN THE CITY  
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA**

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**I. CALL TO ORDER**

Mayor Eaton called the meeting to order at 8:04 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  
June 20, 2011.**

Moved by City Manager Starr, seconded by Council Member Ruh,  
and carried unanimously to approve the minutes of the Personnel  
Committee meeting of June 20, 2011.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**

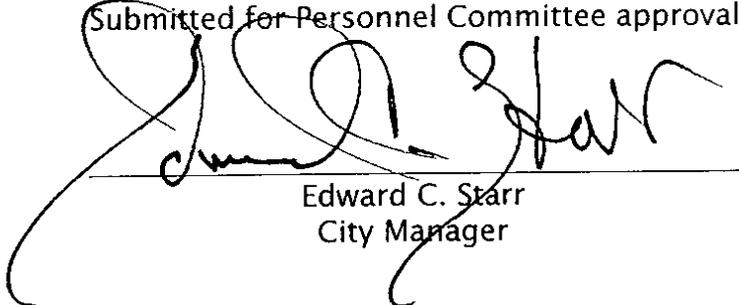
At 8:05 p.m., the Personnel Committee went into Closed Session  
regarding personnel matters related to appointments, resignations/  
terminations, and evaluations of employee performance.

At 8:20 p.m., the Personnel Committee returned from Closed Session.  
Mayor Eaton stated that no announcements would be made at this time.

**VI. ADJOURNMENT**

At 8:20 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr  
City Manager

**CITY OF MONTCLAIR**  
**TREASURER'S REPORT**  
**FOR THE MONTH ENDING**  
**June 30, 2011**

**TABLE OF CONTENTS**

**SCHEDULE 1:**

STATEMENTS OF COMPLIANCE WITH 2011 INVESTMENT POLICY AND INVESTMENT STRATEGY FOR JULY 2011

**SCHEDULE 2:**

STATEMENT OF CASH AND INVESTMENTS BY FUND

**SCHEDULE 3:**

STATEMENT OF CASH AND INVESTMENT ACCOUNTS

**GRAPH**

CASH AND INVESTMENTS BY ACCOUNT

**CITY OF MONTCLAIR  
STATEMENTS OF COMPLIANCE WITH THE 2011 INVESTMENT POLICY  
AND  
INVESTMENT STRATEGY FOR JULY 2011**

**June 30, 2011**

**COMPLIANCE STATEMENT**

As of June 30, 2011, the City had \$4,049,285 invested in long-term securities. This amount is 11.21 percent and is within the 50 percent limitation established in the 2011 investment policy.

As of June 30, 2011, the City had 87.40 percent of the total portfolio invested to mature within one year. This is more than the 15 percent minimum required by 2011 investment policy.

During June, the City was in compliance with the internal control procedures set forth in the 2011 Investment Policy.

  
\_\_\_\_\_  
Michael Piotrowski  
Senior Accountant

**INVESTMENT STRATEGY FOR THE MONTH OF JULY 2011**

During July surplus moneys will be invested in the Local Agency Investment Fund and other investments authorized in the 2011 Investment Policy. The City has sufficient funds available to meet expenditures during the six month period ending December 31, 2011.

**CITY OF MONTCLAIR**  
**STATEMENT OF CASH AND INVESTMENTS BY FUND**  
AS OF June 30, 2011

<u>Fund</u>	<u>Beginning Balance</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Interfund Transfers</u>	<u>Ending Balance</u>
General Fund	\$19,455,802.92	\$3,132,677.80	\$4,554,542.31	\$51,841.21	\$18,085,779.62
Gas Tax Fund	\$2,817,239.40	\$381,337.84	\$124,403.68	\$0.00	\$3,074,173.56
Measure I Fund	\$1,072,937.52	\$88,488.71	\$3,982.93	\$0.00	\$1,157,443.30
Traffic Safety Fund	\$324,310.23	\$15,854.79	\$0.00	\$0.00	\$340,165.02
Automated Traffic Enforcement	(\$438,837.01)	\$0.00	\$0.00	\$0.00	(\$438,837.01)
Park Development Fund	\$460,023.49	\$6,669.70	\$41,333.31	\$0.00	\$425,359.88
C.D.B.G. Fund	\$592,354.06	\$0.00	\$0.00	\$0.00	\$592,354.06
Air Quality Improvement Trust Fund	\$65,530.92	\$12,549.22	\$2,711.62	\$0.00	\$75,368.52
Older American Fund	(\$18,934.44)	\$13,107.37	\$12,907.22	\$0.00	(\$18,734.29)
Forfeiture Fund - State	\$4,043.39	\$0.00	\$0.00	\$0.00	\$4,043.39
OCJP Grant Fund	(\$76,718.53)	\$0.00	\$0.00	\$0.00	(\$76,718.53)
SB 509 Public Safety Fund	\$21,749.10	\$23,126.00	\$22,701.28	(\$76,171.08)	(\$53,997.26)
Section 11489 Subfund	\$20,391.79	\$0.00	\$0.00	\$0.00	\$20,391.79
Federal Forfeiture Fund - Treasury	\$230.58	\$0.00	\$0.00	\$0.00	\$230.58
School Districts Grant Fund	(\$569,278.44)	\$0.00	\$9,379.20	\$0.00	(\$578,657.64)
State Supplemental Law Enforcement Fund	\$12,637.46	\$0.00	\$26,399.21	\$0.00	(\$13,761.75)
Local Law Enforcement Block Grant	\$116,196.87	\$0.00	\$0.00	\$0.00	\$116,196.87
Crime Prevention Fund	\$10,570.68	\$80.05	\$0.00	\$0.00	\$10,650.73
Recycling Grant	(\$5,179.39)	\$0.00	\$0.00	\$0.00	(\$5,179.39)
Human Services Grant Fund	\$90,607.00	\$757,431.99	\$117,821.29	\$0.00	\$730,217.70
California Nutrition Network Grant Fund	(\$29,297.15)	\$0.00	\$4,574.75	\$0.00	(\$33,871.90)
Human Services Special Revenue Grant	(\$35,246.50)	\$21,818.96	\$10,564.65	(\$3,892.00)	(\$27,884.19)
Office of Traffic Safety Grant Fund	\$2,917.67	\$0.00	\$0.00	\$0.00	\$2,917.67
Paramedic Fund	(\$75,068.13)	\$7,135.14	\$13,973.76	(\$5,163.36)	(\$87,070.11)
Ramona Ave. Grade Separation	\$869,616.94	\$0.00	\$0.00	\$0.00	\$869,616.94
Monte Vista Ave. Grade Separation	(\$1,173,532.89)	\$0.00	\$23,038.10	\$0.00	(\$1,196,570.99)
Police Facility Capital Project	(\$978,562.12)	\$0.00	\$0.00	\$0.00	(\$978,562.12)
Senior/Youth Center Capital Projects	(\$2,768,286.07)	\$0.00	\$0.00	\$0.00	(\$2,768,286.07)
Parking Lot Expansion Capital Project	(\$1,360.76)	\$0.00	\$0.00	\$0.00	(\$1,360.76)
Sewer Maintenance Fund	\$622,398.41	\$236,233.16	\$164,927.39	(\$24,680.70)	\$669,023.48
C.B.M.W.D. Agency	\$824,308.02	\$108,102.02	\$89,076.54	\$0.00	\$843,333.50
Equipment Replacement Fund	\$1,416,599.18	\$14.70	\$23,147.15	\$58,651.00	\$1,452,117.73
Infrastructure Fund	\$984,022.37	\$0.00	\$0.00	\$0.00	\$984,022.37
Employee Benefits Self-Ins. Fund	\$482,480.48	\$79,653.91	\$272,140.15	\$0.00	\$289,994.24
General Liab. Self-Insurance Fund	\$344,703.83	\$0.00	\$2,952.30	\$0.00	\$341,751.53
Contingency Fund	\$12,139,684.44	\$0.00	\$0.00	\$0.00	\$12,139,684.44
Refuse Fee Impound Fund	\$296,064.74	\$49,764.80	\$4,509.65	(\$585.07)	\$340,734.82
Youth Sponsorship Fund	\$32,481.66	\$0.00	\$0.00	\$0.00	\$32,481.66
City Facility Improvement Fund	(\$206,609.67)	\$0.00	\$0.00	\$0.00	(\$206,609.67)
<b>TOTALS</b>	<u>\$36,702,992.05</u>	<u>\$4,934,046.16</u>	<u>\$5,525,086.49</u>	<u>\$0.00</u>	<u>\$36,111,951.72</u>

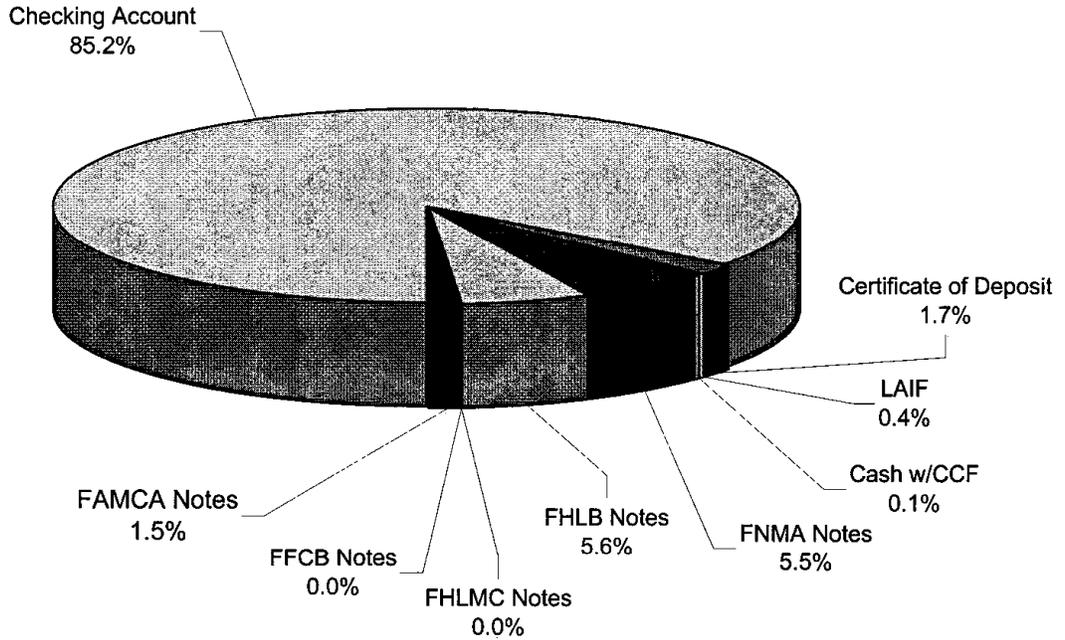
**CITY OF MONTCLAIR  
STATEMENT OF CASH AND INVESTMENT ACCOUNTS  
AS OF June 30, 2011**

	Par Value	Purchase Date	Maturity Date	Coupon Interest Rate	Current Market Value	Balance at Cost	Totals
<b>CHECKING ACCOUNT</b>							
Wells Fargo Bank				0.500%			\$ 30,770,486.72
<b>CASH W/FISCAL AGENT, CD's, LAIF DEPOSITS, AND SHORT-TERM U.S. AGENCY SECURITIES</b>							
CD - Metlife Bank		11/10/10	11/12/13	1.300%	240,000.00	240,000.00	
CD - GE Money Bank		11/12/10	05/12/13	1.000%	240,000.00	240,000.00	
CD - Ally Bank		11/12/10	11/12/13	1.350%	148,000.00	148,000.00	
Local Agency Investment Fund (LAIF)				<b>0.390%</b>	131,698.34	131,698.34	
Cash w/California Community Foundation				Unknown	32,481.66	32,481.66	
					<u>\$ 792,180.00</u>	<u>\$ 792,180.00</u>	
<b>U.S. AGENCY SECURITIES (1 to 3 years)</b>							
FHLB	500,000	04/27/11	12/27/13	1.250%	500,000.00	500,000.00	
					<u>\$ 500,000.00</u>	<u>\$ 500,000.00</u>	
<b>U.S. AGENCY SECURITIES (Over 3 Years)</b>							
FAMCA	550,000	4/14/2011	2/3/2014	1.340%	549,285.00	549,285.00	
FHLB	1,000,000	04/27/11	04/27/16	1.125%	1,000,000.00	1,000,000.00	
FHLB	500,000	06/27/11	03/27/15	1.300%	500,000.00	500,000.00	
FNMA	1,000,000	06/29/11	06/29/16	2.000%	1,000,000.00	1,000,000.00	
FNMA	1,000,000	06/30/11	06/30/16	1.500%	1,000,000.00	1,000,000.00	
					<u>\$ 4,049,285.00</u>	<u>\$ 4,049,285.00</u>	
<b>TOTAL</b>							<u><u>\$ 36,111,951.72</u></u>

Current market values obtained from First Tennessee Bank.

**CITY OF MONTCLAIR  
CASH AND INVESTMENTS BY ACCOUNT  
June 30, 2011**

**Total Cash & Investments \$36,111,952**



**CITY OF MONTCLAIR  
REDEVELOPMENT AGENCY  
TREASURER'S REPORT  
FOR THE MONTH ENDING**

**June 30, 2011**

**TABLE OF CONTENTS**

**SCHEDULE 1 - STATEMENT OF CASH AND INVESTMENTS BY FUND**

**SCHEDULE 2 - STATEMENT OF CASH AND INVESTMENTS BY ACCOUNT**

**CASH AND INVESTMENTS BY ACCOUNT GRAPH**

## Schedule 1

**CITY OF MONTCLAIR  
REDEVELOPMENT AGENCY  
STATEMENT OF CASH AND INVESTMENTS BY FUND  
June 30, 2011**

**PROJECT AREA NO. I**

Low Income	\$ 149,884.28	
Tax Increment	52,379.81	
Operating	<u>(1,094.70)</u>	\$ 201,169.39

**PROJECT AREA NO. II**

Special Housing	\$ 325,916.34	
Low Income	0.00	
Tax Increment	0.00	
Operating	<u>(3,921.33)</u>	\$ 321,995.01

**PROJECT AREA NO. III**

Low Income	\$ 3,338,118.60	
Tax Increment	2,135,134.74	
Operating	<u>2,939,526.53</u>	\$ 8,412,779.87

**PROJECT AREA NO. IV**

Low Income	\$ 532,606.56	
Tax Increment	1,687,768.26	
Operating	<u>477,744.79</u>	\$ 2,698,119.61

**PROJECT AREA NO. V**

Low Income	\$ 389,073.82	
Tax Increment	3,714,212.12	
Operating	<u>1,320,241.90</u>	\$ 5,423,527.84

**MISSION BLVD JOINT PROJECT**

Low-Moderate Housing	\$ 491,069.19	
Tax Increment	304,948.25	
Operating	<u>44,071.76</u>	\$ <u>840,089.20</u>

**TOTAL CASH & INVESTMENTS BY FUND**

	<u><u>\$ 17,897,680.92</u></u>
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**CITY OF MONTCLAIR  
REDEVELOPMENT AGENCY  
STATEMENT OF CASH AND INVESTMENTS BY ACCOUNT  
June 30, 2011**

	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Market Value</u>	<u>Book Value</u>
<b>Checking Account</b>				
Wells Fargo, 984-002113		0.05%	\$ 6,779,277.17	\$ 6,779,277.17
<b>Cash and Investments</b>				
LAIF		0.39%	2,943,720.00	2,943,720.00
FFCB Note (Fund 2320)	07/25/13	0.730%	500,050.00	500,000.00
FNMA Note (Fund 2540)	09/20/13	1.000%	502,353.60	499,531.25
FFCB Note (Fund 2320)	11/12/13	0.790%	500,035.00	500,000.00
FHLB Note (Fund 2320)	02/24/14	1.200%	992,839.27	992,740.00
FHLB Note (Fund 2350)	03/28/14	1.300%	503,670.00	500,000.00
FHLB Note (Fund 2350)	03/28/14	1.250%	1,007,340.00	1,000,000.00
FHLB Note (Fund 2440)	05/02/14	1.500%	1,001,050.00	1,000,000.00
FHLMC Note (Fund 2540)	10/06/14	1.650%	500,933.98	499,062.50
FHLB Note (Fund 2350)	07/18/14	1.500%	500,333.43	498,350.00
FHLMC Note (Fund 2520)	10/14/14	1.800%	1,189,763.70	1,185,000.00
FHLB Note (Fund 2340)	06/30/14	1.000%	1,000,000.00	1,000,000.00
<b>TOTAL CASH &amp; INVESTMENTS BY ACCOUNT</b>			<b>\$ <u>17,921,366.15</u></b>	<b>\$ <u>17,897,680.92</u></b>

**NHPH - Cash with Fiscal Agent as of 3/31/11**

Wells Fargo, 193-9320899 (RDA Revolving)	0.050%	89,036.37	\$ 89,036.37
Wells Fargo, 193-9320881 (Housing Oper)	0.050%	16,969.99	\$ 16,969.99

Current market values obtained from First Tennessee Bank.

**NOTE:**

Pursuant to the Agency's 2011 Investment Policy, all moneys exclusive of tax exempt bond proceeds which are invested pursuant to the bond indenture, are invested in banks, the Local Agency Investment Fund and in securities with maturities of no greater than three years.

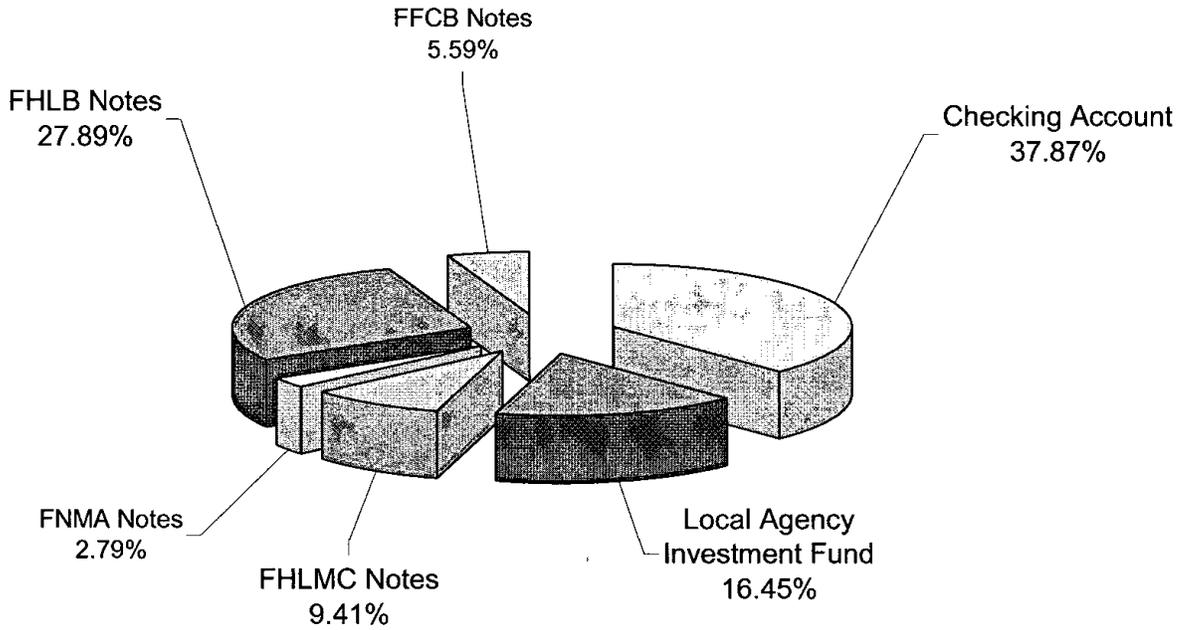
The Agency has sufficient funds available to meet expenditures during the six-month period ending December 31, 2011.

During May, the Agency was in compliance with the internal control procedures set forth in the 2011 Investment Policy.

  
 Janet Kulbeck  
 Junior Accountant

**CITY OF MONTCLAIR REDEVELOPMENT AGENCY  
CASH AND INVESTMENTS BY ACCOUNT GRAPH  
June 30, 2011**

**Total Cash & Investments - \$17,897,681**



**CITY OF MONTCLAIR  
REDEVELOPMENT AGENCY  
WARRANT REGISTER  
FOR THE MONTH ENDING**

**June 30, 2011**

City of Montclair  
 Final Warrant Register  
 Council Date 7/18/11  
 Regular Warrants  
 Checking Account: RDA

	Warrants	Wire Transfers	Electronic AP	<b>Area Totals</b>
Project Area I	30,322.12	0.00	18.90	<b>30,341.02</b>
Project Area II	291.31	0.00	0.00	<b>291.31</b>
Project Area III	1,366,871.04	0.00	226.80	<b>1,367,097.84</b>
Project Area IV	272,868.34	0.00	157.50	<b>273,025.84</b>
Project Area V	1,213,335.45	0.00	226.80	<b>1,213,562.25</b>
Project Area VI - Mission Blvd	133,943.16	0.00	0.00	<b>133,943.16</b>
	3,017,631.42	0.00	630.00	
				<b>3,018,261.42</b>

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**Vice Chairperson Raft**

CITY OF MONTCLAIR  
 FINAL WARRANT REGISTER  
 COUNCIL DATE: July 18, 2011  
 REGULAR WARRANTS  
 CHECKING ACCOUNT: RDA

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
2120	Project Area I Operating Fund	1,877.49
2140	Project Area I Tax Increment F	27,066.00
2150	Project Area I Low-Mod Housing	1,378.63
2260	Project Area II Special Housin	291.31
2320	Project Area III Operating Fun	104,626.33
2340	Project Area III Tax Increment	1,242,710.00
2350	Project Area III Low-Mod Housi	19,534.71
2420	Project Area IV Operating Fund	17,283.48
2440	Project Area IV Tax Increment	251,518.00
2450	Project Area IV Low-Mod Housin	4,066.86
2511	Proj. Area V 2006A Bond Procee	47.00
2520	Project Area V Operating Fund	34,565.96
2540	Project Area V Tax Increment F	1,168,436.00
2550	Project Area V Low-Mod Housing	10,286.49
2610	Mission Blvd 2008 Bond Proceed	133,943.16
		-----
	<b>Report Total:</b>	<b>3,017,631.42</b>

# Accounts Payable

## Voucher Register By Vendor Number



User: mpiotrowski  
 Printed: 07/06/2011 - 5:18 PM

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007120	Enri002	2320-4319-63110-400	EHIP Poveda 9550 Poulsen	11-12	06/01/2011		06/02/2011	4,000.00	7120
	Enrique Alcantara Construction								
007120	Enri002	2350-4319-63110-400	EHIP Carrasco 10053 Greenwood	11-39	06/01/2011		06/02/2011	2,619.00	7120
	Enrique Alcantara Construction								
								6,619.00	
								Voucher: 007120	
007121	FIA001	2120-4319-52090-400	You Send It.com Short Video Email cost	1975	05/10/2011		06/02/2011	0.60	7121
	FIA Card Services								
007121	FIA001	2120-4319-52120-400	ICSC Membership Fee - John Dutrey	1975	05/10/2011		06/02/2011	3.00	7121
	FIA Card Services								
007121	FIA001	2120-4319-52130-400	ICSC RECon 2011 - Outlets & Furniture	1975	05/10/2011		06/02/2011	13.66	7121
	FIA Card Services								
007121	FIA001	2120-4319-52130-400	ICSC Registration - Paul Eaton	1975	05/10/2011		06/02/2011	13.50	7121
	FIA Card Services								
007121	FIA001	2120-4319-52130-400	ICSC Registration - John Dutrey	1975	05/10/2011		06/02/2011	13.50	7121
	FIA Card Services								
007121	FIA001	2320-4319-52090-400	You Send It.com Short Video Email cost	1975	05/10/2011		06/02/2011	7.19	7121
	FIA Card Services								
007121	FIA001	2320-4319-52120-400	ICSC Membership Fee - John Dutrey	1975	05/10/2011		06/02/2011	36.00	7121
	FIA Card Services								
007121	FIA001	2320-4319-52130-400	ICSC RECon 2011 - Outlets & Furniture	1975	05/10/2011		06/02/2011	163.89	7121
	FIA Card Services								
007121	FIA001	2320-4319-52130-400	ICSC Registration - Paul Eaton	1975	05/10/2011		06/02/2011	162.00	7121
	FIA Card Services								
007121	FIA001	2320-4319-52130-400	ICSC Registration - John Dutrey	1975	05/10/2011		06/02/2011	162.00	7121
	FIA Card Services								
007121	FIA001	2420-4319-52090-400	You Send It.com Short Video Email cost	1975	05/10/2011		06/02/2011	5.00	7121
	FIA Card Services								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check	
007121	FIA001	2420-4319-52120-400	FIA Card Services	ICSC Membership Fee - John Dutrey	1975		05/10/2011	06/02/2011	25.00	7121
007121	FIA001	2420-4319-52130-400	FIA Card Services	ICSC RECon 2011 - Outlets & Furniture	1975		05/10/2011	06/02/2011	113.81	7121
007121	FIA001	2420-4319-52130-400	FIA Card Services	ICSC Registration - Paul Eaton	1975		05/10/2011	06/02/2011	112.50	7121
007121	FIA001	2420-4319-52130-400	FIA Card Services	ICSC Registration - John Dutrey	1975		05/10/2011	06/02/2011	112.50	7121
007121	FIA001	2520-4319-52090-400	FIA Card Services	You Send It.com Short Video Email cost	1975		05/10/2011	06/02/2011	7.19	7121
007121	FIA001	2520-4319-52120-400	FIA Card Services	ICSC Membership Fee - John Dutrey	1975		05/10/2011	06/02/2011	36.00	7121
007121	FIA001	2520-4319-52130-400	FIA Card Services	ICSC Registration - Paul Eaton	1975		05/10/2011	06/02/2011	162.00	7121
007121	FIA001	2520-4319-52130-400	FIA Card Services	ICSC Registration - John Dutrey	1975		05/10/2011	06/02/2011	162.00	7121
007121	FIA001	2520-4319-52130-400	FIA Card Services	ICSC RECon 2011 - Outlets & Furniture	1975		05/10/2011	06/02/2011	163.89	7121
								Voucher: 007121	1,475.23	
007122	Hugo001	2320-4319-63110-400	Hugo Jaramillo	EHIP Herrera 9583 Mills	11-09		06/01/2011	06/02/2011	3,150.00	7122
								Voucher: 007122	3,150.00	
007123	Mont010	2120-4319-53290-400	Montclair Chamber of Commerce	Qtrly CoStar Subscription	296		06/01/2011	06/02/2011	30.90	7123
007123	Mont010	2320-4319-53290-400	Montclair Chamber of Commerce	Qtrly CoStar Subscription	296		06/01/2011	06/02/2011	370.65	7123
007123	Mont010	2420-4319-53290-400	Montclair Chamber of Commerce	Qtrly CoStar Subscription	296		06/01/2011	06/02/2011	257.40	7123
007123	Mont010	2520-4319-53290-400	Montclair Chamber of Commerce	Qtrly CoStar Subscription	296		06/01/2011	06/02/2011	370.65	7123
007123	Mont010	2120-4319-53290-400	Montclair Chamber of Commerce	Qtrly Investment July thru September	297		06/01/2011	06/02/2011	75.00	7123
007123	Mont010	2320-4319-53290-400	Montclair Chamber of Commerce	Qtrly Investment July thru September	297		06/01/2011	06/02/2011	900.00	7123
007123	Mont010	2420-4319-53290-400	Montclair Chamber of Commerce	Qtrly Investment July thru September	297		06/01/2011	06/02/2011	625.00	7123
007123	Mont010	2520-4319-53290-400	Montclair Chamber of Commerce	Qtrly Investment July thru September	297		06/01/2011	06/02/2011	900.00	7123

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
							Voucher: 007123	3,529.60	
007124	Mont074	2260-4319-56020-400	5326 San Bernardino 03/05/11-05/05/11	015-174-01	05/05/2011		06/02/2011	27.80	7124
	Monte Vista Water District								
							Voucher: 007124	27.80	
007125	Myco001	2320-4319-63110-400	EHIP Brito 9950 Bel Air	10-118	06/01/2011		06/02/2011	3,000.00	7125
	Myco Construction								
007125	Myco001	2320-4319-63110-400	EHIP David 9865 Galena	10-120	06/01/2011		06/02/2011	2,000.00	7125
	Myco Construction								
							Voucher: 007125	5,000.00	
007126	Stra002	2550-4319-53210-400	Charges for period ending 4/30/11	022051 #0013	05/24/2011		06/02/2011	1,562.80	7126
	Stradling, Yocca, Carlson & Ra								
							Voucher: 007126	1,562.80	
007127	Andr003	2550-4319-53290-400	Prof Svcs for May 2011 - 5444 Palo Verde	18155	06/01/2011		06/08/2011	2,930.00	7127
	Andreasen Engineering Inc								
							Voucher: 007127	2,930.00	
007128	Cabr002	2320-4319-63110-400	EHIP Stattler 10266 Coalinga	10-119	06/08/2011		06/08/2011	700.00	7128
	Caleb Cabrera								
							Voucher: 007128	700.00	
007129	CWS 001	2120-4319-52090-400	Available Properties Brochures 2011	19599	06/08/2011	00002198	06/08/2011	203.72	7129
	CWS								
007129	CWS 001	2320-4319-52090-400	Available Properties Brochures 2011	19599	06/08/2011	00002198	06/08/2011	2,444.65	7129
	CWS								
007129	CWS 001	2420-4319-52090-400	Available Properties Brochures 2011	19599	06/08/2011	00002198	06/08/2011	1,697.68	7129
	CWS								
007129	CWS 001	2520-4319-52090-400	Available Properties Brochures 2011	19599	06/08/2011	00002198	06/08/2011	2,444.65	7129
	CWS								
							Voucher: 007129	6,790.70	

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007130	Enri002	2320-4319-63110-400	EHIP Caster 8911 Camulos	10-01	06/08/2011		06/08/2011	1,000.00	7130
	Enrique Alcantara Construction								
007130	Enri002	2350-4319-63110-400	EHIP Garcia 5546 Armsley	10-01	06/08/2011		06/08/2011	2,160.00	7130
	Enrique Alcantara Construction								
007130	Enri002	2320-4319-63110-400	EHIP Perez 5565 Caroline	11-11	06/08/2011		06/08/2011	700.00	7130
	Enrique Alcantara Construction								
							Voucher: 007130	3,860.00	
007131	Hugo001	2320-4319-63110-400	EHIP Corona 9608 Bolton	11-08	06/08/2011		06/08/2011	700.00	7131
	Hugo Jaramillo								
007131	Hugo001	2350-4319-63110-400	EHIP Borunda 9538 Marion	11-35	06/08/2011		06/08/2011	3,000.00	7131
	Hugo Jaramillo								
							Voucher: 007131	3,700.00	
007132	Land012	2350-4319-56010-400	4113 Kingsley - weed and debris clean up	4113/611	06/01/2011		06/08/2011	300.00	7132
	Landscape Maintenance Unlimite								
007132	Land012	2260-4319-56010-400	5326 San Bernardino - May 2011 service	5326/611	06/01/2011		06/08/2011	75.00	7132
	Landscape Maintenance Unlimite								
007132	Land012	2350-4319-56010-400	9010 Fremont - May 2011 svc and repairs	9010/611	06/01/2011		06/08/2011	115.00	7132
	Landscape Maintenance Unlimite								
							Voucher: 007132	490.00	
007133	Mija001	2260-4319-56020-400	5326 San Bernardino - 06/01/11-08/31/11	301333	06/01/2011		06/08/2011	102.00	7133
	Mijac Alarm Company								
							Voucher: 007133	102.00	
007134	Mont001	2320-4319-52790-400	Graffiti Abatement Project Area 3	May 2011	06/01/2011		06/08/2011	469.19	7134
	City of Montclair								
007134	Mont001	2420-4319-52790-400	Graffiti Abatement Project Area 4	May 2011	06/01/2011		06/08/2011	628.10	7134
	City of Montclair								
007134	Mont001	2520-4319-52790-400	Graffiti Abatement Project Area 5A	May 2011	06/01/2011		06/08/2011	2,361.06	7134
	City of Montclair								
007134	Mont001	2520-4319-52790-400	Graffiti Abatement Project Area 5B	May 2011	06/01/2011		06/08/2011	476.75	7134
	City of Montclair								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
								3,935.10	
							Voucher: 007134		
007135	Neig001	2150-4319-53290-400	Admin Fees Safe Homes for Seniors	13	04/30/2011		06/08/2011	900.00	7135
			Neighborhood Partnership Housi						
								900.00	
							Voucher: 007135		
007136	Sout018	2520-4319-56010-400	5444 1/2 Palo Verde 05/11/11-05/23/11	2-12-906-8193	05/24/2011		06/08/2011	12.19	7136
			Southern California Edison Co						
								12.19	
							Voucher: 007136		
007137	Sout023	2320-4319-60020-400	Landscape Maint Area 11 May 2011	15850	05/31/2011		06/08/2011	2,650.00	7137
			Southern California Landscape						
								2,650.00	
							Voucher: 007137		
007138	Belt003	2120-4319-52130-400	Garcia/CSMFO 2011 Economic Outlook	PtyCash2011	06/15/2011		06/16/2011	0.60	7138
			Richard Beltran						
007138	Belt003	2320-4319-52130-400	Leonard/Food for EHIP landscape class	PtyCash2011	06/15/2011		06/16/2011	36.82	7138
			Richard Beltran						
007138	Belt003	2320-4319-52130-400	Garcia/CSMFO 2011 Economic Outlook	PtyCash2011	06/15/2011		06/16/2011	7.20	7138
			Richard Beltran						
007138	Belt003	2420-4319-52130-400	Garcia/CSMFO 2011 Economic Outlook	PtyCash2011	06/15/2011		06/16/2011	5.00	7138
			Richard Beltran						
007138	Belt003	2520-4319-52130-400	Garcia/CSMFO 2011 Economic Outlook	PtyCash2011	06/15/2011		06/16/2011	7.20	7138
			Richard Beltran						
007138	Belt003	2520-4319-52140-400	Preciado/CRA Seminar parking fee	PtyCash2011	06/15/2011		06/16/2011	10.00	7138
			Richard Beltran						
007138	Belt003	2520-4319-52140-400	Preciado/CRA Seminar mileage	PtyCash2011	06/15/2011		06/16/2011	15.60	7138
			Richard Beltran						
007138	Belt003	2550-4319-52130-400	Preciado/Food for Special Task Force Mtg	PtyCash2011	06/15/2011		06/16/2011	47.87	7138
			Richard Beltran						
								130.29	
							Voucher: 007138		
007139	DeptT001	2520-4319-60020-400	9916 Central - Manifest Fee	PR060911	06/09/2011		06/16/2011	7.50	7139
			Department of Toxic Substances						

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
							Voucher: 007139	7.50	
007140	Enri002	2320-4319-63110-400	EHIP Caster 8911 Camulos	10-01	06/16/2011		06/16/2011	1,431.00	7140
	Enrique Alcantara Construction								
007140	Enri002	2350-4319-63110-400	EHIP Rodriguez 5626 Armsley	11-40	06/16/2011		06/16/2011	1,870.00	7140
	Enrique Alcantara Construction								
							Voucher: 007140	3,301.00	
007141	MCIT001	2520-4319-60020-400	9916 Central - March and April 2011	7DK93557	05/11/2011		06/16/2011	42.82	7141
	MCI Comm Service								
							Voucher: 007141	42.82	
007142	Mont063	2120-4319-52630-400	Rent July 2011	July 2011	06/15/2011		06/16/2011	64.01	7142
	Montclair Town Center LLC								
007142	Mont063	2320-4319-52630-400	Rent July 2011	July 2011	06/15/2011		06/16/2011	768.17	7142
	Montclair Town Center LLC								
007142	Mont063	2420-4319-52630-400	Rent July 2011	July 2011	06/15/2011		06/16/2011	533.45	7142
	Montclair Town Center LLC								
007142	Mont063	2520-4319-52630-400	Rent July 2011	July 2011	06/15/2011		06/16/2011	768.17	7142
	Montclair Town Center LLC								
							Voucher: 007142	2,133.80	
007143	Phil005	2320-4319-63110-400	EHIP David 9865 Galena	10-120	06/16/2011		06/16/2011	375.00	7143
	Phil May Landscape Architect								
007143	Phil005	2320-4319-63110-400	EHIP Poveda 9550 Poulsen	11-12	06/16/2011		06/16/2011	375.00	7143
	Phil May Landscape Architect								
							Voucher: 007143	750.00	
007144	Sout018	2520-4319-56010-400	9916 Central - 05/10/11 - 06/09/11	2-28-934-3014	06/14/2011		06/16/2011	20.69	7144
	Southern California Edison Co								
007144	Sout018	2511-4319-60020-400	4397 Kingsley - 05/10/11 - 06/09/11	2-29-179-2315	06/10/2011		06/16/2011	22.73	7144
	Southern California Edison Co								
007144	Sout018	2511-4319-60020-400	4425 Bonnie Brae - 05/12/11 - 06/13/11	2-29-667-9806	06/14/2011		06/16/2011	24.27	7144
	Southern California Edison Co								
007144	Sout018	2260-4319-56020-400	5326 San Bernardino-05/11/11 - 06/10/11	2-31-577-3044	06/14/2011		06/16/2011	25.88	7144
	Southern California Edison Co								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007144	Sout018	2520-4319-56010-400	5444 1/2 Palo Verde-05/10/11 - 06/09/11	2-33-664-7847	06/14/2011		06/16/2011	20.20	7144
	Southern California Edison Co								
							Voucher: 007144	113.77	
007145	A&IRe001	2610-0000-10400-132	Mission Blvd Phase 9 copy work	RC00023505	05/31/2011		06/22/2011	56.46	7145
	A&I Reprographics								
							Voucher: 007145	56.46	
007146	ACECD00	2320-0000-10400-132	PD Impound Facility Pymnt #3	11-26	06/21/2011		06/22/2011	46,429.20	7146
	ACE CD, Inc.								
							Voucher: 007146	46,429.20	
007147	Bank006	2140-4319-68010-400	Proj Area I 1997 Bond tax increment	PR062011	06/20/2011		06/22/2011	27,066.00	7147
	Bank of New York Trust Company								
007147	Bank006	2340-4319-68010-400	Proj Area III 2007A Bond tax increment	PR062011	06/20/2011		06/22/2011	1,035,094.00	7147
	Bank of New York Trust Company								
007147	Bank006	2340-4319-68010-400	Proj Area III 2007B Bond tax increment	PR062011	06/20/2011		06/22/2011	207,616.00	7147
	Bank of New York Trust Company								
007147	Bank006	2440-4319-68010-400	Proj Area IV 2004 Bond tax increment	PR062011	06/20/2011		06/22/2011	251,518.00	7147
	Bank of New York Trust Company								
007147	Bank006	2540-4319-68010-400	Proj Area V 2001 Bond tax increment	PR062011	06/20/2011		06/22/2011	523,478.00	7147
	Bank of New York Trust Company								
007147	Bank006	2540-4319-68010-400	Proj Area V 2006A Bond tax increment	PR062011	06/20/2011		06/22/2011	567,057.00	7147
	Bank of New York Trust Company								
007147	Bank006	2540-4319-68010-400	Proj Area V 2006B Bond tax increment	PR062011	06/20/2011		06/22/2011	77,901.00	7147
	Bank of New York Trust Company								
							Voucher: 007147	2,689,730.00	
007148	BayA001	2520-4319-56010-400	9916 Central - 07/01/11 - 10/01/11	2011632110615M	06/15/2011		06/22/2011	138.00	7148
	Bay Alarm Company								
							Voucher: 007148	138.00	
007149	Cali078	2120-4319-53210-400	Legal Defense Fund Assessment #2	2204.5	06/17/2011		06/22/2011	21.00	7149
	California Redevelopment Assoc								
007149	Cali078	2320-4319-53210-400	Legal Defense Fund Assessment #2	2204.5	06/17/2011		06/22/2011	252.00	7149
	California Redevelopment Assoc								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007149	Cali078	2420-4319-53210-400	Legal Defense Fund Assessment #2	2204.5	06/17/2011		06/22/2011	175.00	7149
007149	Cali078	2520-4319-53210-400	Legal Defense Fund Assessment #2	2204.5	06/17/2011		06/22/2011	252.00	7149
								700.00	
							Voucher: 007149		
007150	FIA001	2120-4319-52130-400	ICSC May 2011 Paris Las Vegas Hotel	1975	06/10/2011		06/22/2011	63.83	7150
007150	FIA001	2120-4319-52990-400	Late fee and finance charges	1975	06/10/2011		06/22/2011	2.69	7150
007150	FIA001	2320-4319-52130-400	ICSC May 2011 Paris Las Vegas Hotel	1975	06/10/2011		06/22/2011	766.08	7150
007150	FIA001	2320-4319-52990-400	Late fee and finance charges	1975	06/10/2011		06/22/2011	32.30	7150
007150	FIA001	2420-4319-52130-400	ICSC May 2011 Paris Las Vegas Hotel	1975	06/10/2011		06/22/2011	532.00	7150
007150	FIA001	2420-4319-52990-400	Late fee and finance charges	1975	06/10/2011		06/22/2011	22.43	7150
007150	FIA001	2520-4319-52130-400	ICSC May 2011 Paris Las Vegas Hotel	1975	06/10/2011		06/22/2011	766.08	7150
007150	FIA001	2520-4319-52990-400	Late fee and finance charges	1975	06/10/2011		06/22/2011	32.30	7150
007150	FIA001	2320-4319-52130-400	ICSC May 2011 Meals	9441	06/10/2011		06/22/2011	286.30	7150
007150	FIA001	2320-4319-52990-400	Late fee and finance charges	9441	06/10/2011		06/22/2011	14.12	7150
007150	FIA001	2420-4319-52130-400	ICSC May 2011 Meals	9441	06/10/2011		06/22/2011	201.21	7150
007150	FIA001	2420-4319-52990-400	Late fee and finance charges	9441	06/10/2011		06/22/2011	9.92	7150
007150	FIA001	2420-4319-52990-400	Late fee and finance charges	9441	06/10/2011		06/22/2011	14.12	7150
007150	FIA001	2520-4319-52130-400	ICSC May 2011 Meals	9441	06/10/2011		06/22/2011	286.30	7150
								3,029.68	
							Voucher: 007150		
007151	Gent003	2610-0000-10400-132	Mission Phase 10 Pymnt #1	11-055	06/12/2011		06/22/2011	133,886.70	7151
								133,886.70	
							Voucher: 007151		

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007152	Mont002	2350-4319-52990-400	10333 Pradera - 04/01/11 - 05/31/11	47446	06/07/2011		06/22/2011	309.92	7152
		City of Montclair							
							Voucher: 007152	309.92	
007153	Mont074	2350-4319-52990-400	10333 Pradera - 04/07/11 - 06/06/11	067-054-04	06/06/2011		06/22/2011	138.86	7153
		Monte Vista Water District							
							Voucher: 007153	138.86	
007154	Sout018	2260-4319-56020-400	5326 San Bernardino - 05/11/11-06/10/11	2-27-791-6888	06/11/2011		06/22/2011	40.38	7154
		Southern California Edison Co							
007154	Sout018	2520-4319-56010-400	5444 Palo Verde - 05/23/11 - 06/20/11	2-33-664-7813	06/21/2011		06/22/2011	19.92	7154
		Southern California Edison Co							
							Voucher: 007154	60.30	
007155	Sout021	2520-4319-56010-400	9916 Central - 05/12/11 - 06/14/11	071-922-8268-4	06/16/2011		06/22/2011	0.80	7155
		Southern California Gas Co							
007155	Sout021	2260-4319-56020-400	5326 San Bernardino - 05/12/11-06/14/11	170-622-7858-9	06/16/2011		06/22/2011	20.25	7155
		Southern California Gas Co							
							Voucher: 007155	21.05	
007156	Enri002	2320-4319-63110-400	EHIP Carrasco 10053 Greenwood	11-39	06/23/2011		06/27/2011	3,681.00	7156
		Enrique Alcantara Construction							
							Voucher: 007156	3,681.00	
007157	Hugo001	2320-4319-63110-400	EHIP Jones-Borunda 9538 Marion	11-35	06/23/2011		06/27/2011	3,330.00	7157
		Hugo Jaramillo							
							Voucher: 007157	3,330.00	
007158	Mont001	2120-0000-00010-101	Reimburse June 23, 2011 payroll	Pyrrl June 23	06/27/2011		06/27/2011	577.40	7158
		City of Montclair							
007158	Mont001	2150-0000-00010-101	Reimburse June 23, 2011 payroll	Pyrrl June 23	06/27/2011		06/27/2011	218.90	7158
		City of Montclair							
007158	Mont001	2320-0000-00010-101	Reimburse June 23, 2011 payroll	Pyrrl June 23	06/27/2011		06/27/2011	6,581.91	7158
		City of Montclair							

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007158	Mont001	2350-0000-00010-101	Reimburse June 23, 2011 payroll	Pyrll June 23	06/27/2011		06/27/2011	2,627.71	7158
	City of Montclair								
007158	Mont001	2420-0000-00010-101	Reimburse June 23, 2011 payroll	Pyrll June 23	06/27/2011		06/27/2011	5,148.64	7158
	City of Montclair								
007158	Mont001	2450-0000-00010-101	Reimburse June 23, 2011 payroll	Pyrll June 23	06/27/2011		06/27/2011	1,824.92	7158
	City of Montclair								
007158	Mont001	2520-0000-00010-101	Reimburse June 23, 2011 payroll	Pyrll June 23	06/27/2011		06/27/2011	9,426.90	7158
	City of Montclair								
007158	Mont001	2550-0000-00010-101	Reimburse June 23, 2011 payroll	Pyrll June 23	06/27/2011		06/27/2011	2,627.58	7158
	City of Montclair								
007158	Mont001	2120-0000-00010-101	Reimburse June 9, 2011 payroll	Pyrll June 9	06/27/2011		06/27/2011	778.56	7158
	City of Montclair								
007158	Mont001	2150-0000-00010-101	Reimburse June 9, 2011 payroll	Pyrll June 9	06/27/2011		06/27/2011	259.73	7158
	City of Montclair								
007158	Mont001	2320-0000-00010-101	Reimburse June 9, 2011 payroll	Pyrll June 9	06/27/2011		06/27/2011	8,888.36	7158
	City of Montclair								
007158	Mont001	2350-0000-00010-101	Reimburse June 9, 2011 payroll	Pyrll June 9	06/27/2011		06/27/2011	3,118.01	7158
	City of Montclair								
007158	Mont001	2420-0000-00010-101	Reimburse June 9, 2011 payroll	Pyrll June 9	06/27/2011		06/27/2011	6,935.34	7158
	City of Montclair								
007158	Mont001	2450-0000-00010-101	Reimburse June 9, 2011 payroll	Pyrll June 9	06/27/2011		06/27/2011	2,165.73	7158
	City of Montclair								
007158	Mont001	2520-0000-00010-101	Reimburse June 9, 2011 payroll	Pyrll June 9	06/27/2011		06/27/2011	13,335.46	7158
	City of Montclair								
007158	Mont001	2550-0000-00010-101	Reimburse June 9, 2011 payroll	Pyrll June 9	06/27/2011		06/27/2011	3,118.24	7158
	City of Montclair								
							Voucher: 007158	67,633.39	
007159	Myco001	2350-4319-63110-400	EHIP Duan-Wang 9626 Greenwood	11-41	06/23/2011		06/27/2011	3,200.00	7159
	Myco Construction								
							Voucher: 007159	3,200.00	
007160	Eato004	2120-4319-41020-400	CC Meetings	June 2011	06/30/2011		06/30/2011	3.60	7160
	Paul Eaton								
007160	Eato004	2320-4319-41020-400	CC Meetings	June 2011	06/30/2011		06/30/2011	43.20	7160
	Paul Eaton								
007160	Eato004	2420-4319-41020-400	CC Meetings	June 2011	06/30/2011		06/30/2011	30.00	7160
	Paul Eaton								
007160	Eato004	2520-4319-41020-400	CC Meetings	June 2011	06/30/2011		06/30/2011	43.20	7160
	Paul Eaton								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
								Voucher: 007160	120.00
007161	Enri002	2320-4319-63110-400	EHIP Garcia 5546 Armsely	11-38	06/29/2011		06/30/2011	4,140.00	7161
	Enrique Alcantara Construction								
007161	Enri002	2320-4319-63110-400	EHIP Rodriguez 5626 Armsley	11-40	06/29/2011		06/30/2011	4,430.00	7161
	Enrique Alcantara Construction								
								Voucher: 007161	8,570.00
007162	Hunt008	2520-4319-60020-400	9916 Central locks and keys	1473712-0001-01	06/10/2011		06/30/2011	82.31	7162
	Huntington Hardware								
007162	Hunt008	2520-4319-60020-400	9916 Central locks and keys	1473835-0001-01	06/10/2011		06/30/2011	283.81	7162
	Huntington Hardware								
007162	Hunt008	2520-4319-60020-400	9916 Central locks and keys	1473839-0001-01	06/09/2011		06/30/2011	267.22	7162
	Huntington Hardware								
								Voucher: 007162	633.34
007163	Raft003	2120-4319-41020-400	CC Meetings	June 2011	06/30/2011		06/30/2011	3.60	7163
	Carolyn Raft								
007163	Raft003	2320-4319-41020-400	CC Meetings	June 2011	06/30/2011		06/30/2011	43.20	7163
	Carolyn Raft								
007163	Raft003	2420-4319-41020-400	CC Meetings	June 2011	06/30/2011		06/30/2011	30.00	7163
	Carolyn Raft								
007163	Raft003	2520-4319-41020-400	CC Meetings	June 2011	06/30/2011		06/30/2011	43.20	7163
	Carolyn Raft								
								Voucher: 007163	120.00
007164	Robb004	2120-4319-53210-400	Review Investment Policy	22307 00-1009	05/31/2011		06/30/2011	2.25	7164
	Robbins & Holdaway								
007164	Robb004	2320-4319-53210-400	Review Investment Policy	22307 00-1009	05/31/2011		06/30/2011	27.00	7164
	Robbins & Holdaway								
007164	Robb004	2420-4319-53210-400	Review Investment Policy	22307 00-1009	05/31/2011		06/30/2011	18.75	7164
	Robbins & Holdaway								
007164	Robb004	2520-4319-53210-400	Review Investment Policy	22307 00-1009	05/31/2011		06/30/2011	27.00	7164
	Robbins & Holdaway								
007164	Robb004	2120-4319-41020-400	CC Meetings	June 2011	06/30/2011		06/30/2011	2.47	7164
	Robbins & Holdaway								
007164	Robb004	2320-4319-41020-400	CC Meetings	June 2011	06/30/2011		06/30/2011	29.70	7164
	Robbins & Holdaway								
007164	Robb004	2420-4319-41020-400	CC Meetings	June 2011	06/30/2011		06/30/2011	20.63	7164
	Robbins & Holdaway								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007164	Robb004	2520-4319-41020-400	CC Meetings	June 2011	06/30/2011		06/30/2011	29.70	7164
		Robbins & Holdaway							
							Voucher: 007164	157.50	
007165	Ruh001	2120-4319-41020-400	CC Meetings	June 2011	06/30/2011		06/30/2011	3.60	7165
		Bill Ruh							
007165	Ruh001	2320-4319-41020-400	CC Meetings	June 2011	06/30/2011		06/30/2011	43.20	7165
		Bill Ruh							
007165	Ruh001	2420-4319-41020-400	CC Meetings	June 2011	06/30/2011		06/30/2011	30.00	7165
		Bill Ruh							
007165	Ruh001	2520-4319-41020-400	CC Meetings	June 2011	06/30/2011		06/30/2011	43.20	7165
		Bill Ruh							
							Voucher: 007165	120.00	
007166	USBnk001	2350-4319-53290-400	Annual Service Fee for Loan Servicing	93-74	06/17/2011		06/30/2011	76.21	7166
		US Bank							
007166	USBnk001	2450-4319-52990-400	Annual Service Fee for Loan Servicing	93-74	06/17/2011		06/30/2011	76.21	7166
		US Bank							
							Voucher: 007166	152.42	
007167	West005	2520-4319-56010-400	5444 Palo Verde Tree Removal	73097	06/21/2011		06/30/2011	1,500.00	7167
		West Coast Arborists							
							Voucher: 007167	1,500.00	
							Report Total:	3,017,631.42	

**CITY OF MONTCLAIR  
HOUSING CORPORATION  
TREASURER'S REPORT  
FOR THE MONTH ENDING**

**June 30, 2011**

**TABLE OF CONTENTS**

**SCHEDULE 1 - STATEMENT OF CASH AND INVESTMENTS BY ACCOUNT**

**CASH AND INVESTMENTS BY ACCOUNT GRAPH**

**CITY OF MONTCLAIR  
HOUSING CORPORATION  
STATEMENT OF CASH AND INVESTMENTS BY ACCOUNT  
June 30, 2011**

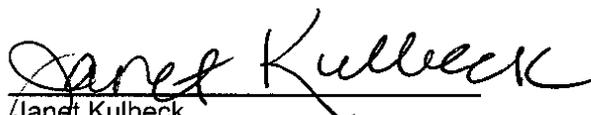
	<u>Interest Rate</u>		<u>Amount</u>
<b>Checking Account</b>			
Wells Fargo, 0654-893023	0.05%	\$	1,301,550.28
<b>Cash and Investments</b>			
LAIF	0.39%	\$	<u>1,565,986.26</u>
<b>TOTAL CASH &amp; INVESTMENTS BY ACCOUNT</b>		<b>\$</b>	<b><u><u>2,867,536.54</u></u></b>

**NOTE:**

Pursuant to the Corporation's 2011 Investment Policy, all moneys are invested in banks, the Local Agency Investment Fund, and in securities with maturities of no greater than three years.

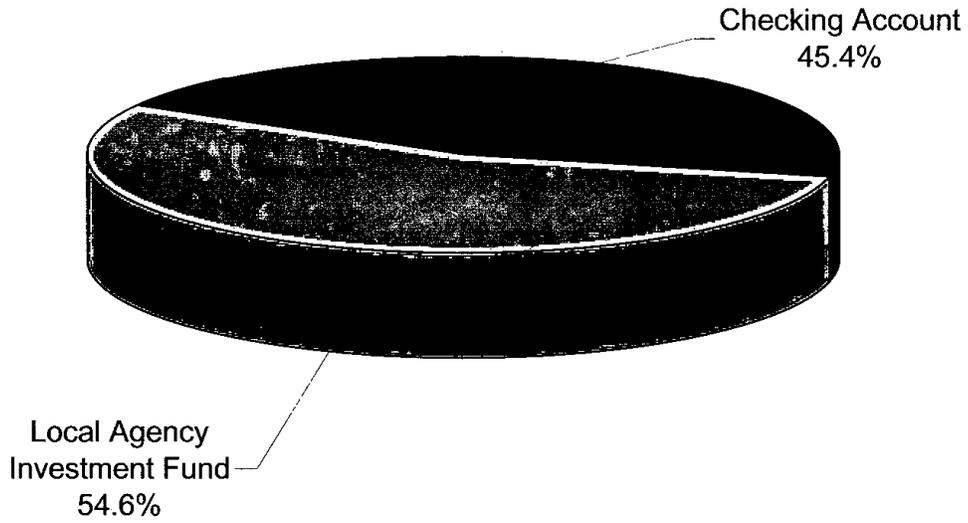
The Corporation has sufficient funds available to meet expenditures during the six-month period ending December 31, 2011

During June 2011, the Corporation was in compliance with the internal control procedures set forth in the 2011 Investment Policy.

  
\_\_\_\_\_  
Janet Kulbeck  
Junior Accountant

**CITY OF MONTCLAIR  
HOUSING CORPORATION  
CASH AND INVESTMENTS BY ACCOUNT GRAPH  
June 30, 2011**

**Total Cash & Investments - \$2,867,536**



**CITY OF MONTCLAIR  
HOUSING CORPORATION  
WARRANT REGISTER  
FOR THE MONTH ENDING**

**June 30, 2011**

CITY OF MONTCLAIR  
FINAL WARRANT REGISTER  
COUNCIL DATE: July 18, 2011  
REGULAR WARRANTS  
CHECKING ACCOUNT: MHC

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
3001	General Fund	61,935.68
	<b>Report Total:</b>	<b>61,935.68</b>

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Vice Chairperson - C. Raft

# Accounts Payable

## Voucher Register By Vendor Number



User: mpiotrowski  
 Printed: 07/07/2011 - 2:42 PM

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
002991	Buch002	3001-3001-56170-400	4820 Canoga-bathroom repairs #h	110510	05/19/2011		06/02/2011	1,865.00	2991
		Buchbinder Maintenance, Inc.							
								1,865.00	
								Voucher: 002991	
002992	Grec003	3001-3001-56170-400	4820 Canoga-3 cultured marble wall panel	4820 Canoga	05/19/2011		06/02/2011	1,350.00	2992
		Grecian Marble-Onyx							
								1,350.00	
								Voucher: 002992	
002993	Mont001	3001-0000-00010-101	Reimb City for MHC PR 05/12/11	May PR	06/01/2011		06/02/2011	8,099.24	2993
		City of Montclair							
002993	Mont001	3001-0000-00010-101	Reimb City for MHC PR 05/26/11	May PR	06/01/2011		06/02/2011	6,041.11	2993
		City of Montclair							
								14,140.35	
								Voucher: 002993	
002994	Mont002	3001-1003-56020-400	9815 Central 030111-043011	005254 05/11	05/02/2011		06/02/2011	77.48	2994
		City of Montclair							
002994	Mont002	3001-1005-56020-400	5290 Orchard 030111-043011	005941 05/11	05/02/2011		06/02/2011	77.48	2994
		City of Montclair							
002994	Mont002	3001-1002-56020-400	10087 Central 030111-043011	008156 05/11	05/02/2011		06/02/2011	77.48	2994
		City of Montclair							
002994	Mont002	3001-1001-56020-400	10079 Central 030111-043011	008157 05/11	05/02/2011		06/02/2011	77.48	2994
		City of Montclair							
002994	Mont002	3001-1008-56020-400	9761 Central 030111-043011	012565 05/11	05/02/2011		06/02/2011	77.48	2994
		City of Montclair							
002994	Mont002	3001-1007-56020-400	9751 Central 030111-043011	012567 05/11	05/02/2011		06/02/2011	77.48	2994
		City of Montclair							
002994	Mont002	3001-1006-56020-400	9741 Central 030111-043011	012584 05/11	05/02/2011		06/02/2011	77.48	2994
		City of Montclair							

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
002994	Mont002	3001-1010-56020-400	9945 Central 030111-043011	013220	05/11	05/02/2011	06/02/2011	77.48	2994
	City of Montclair								
002994	Mont002	3001-1011-56020-400	5225 Palo Verde 030111-043011	013553	05/11	05/02/2011	06/02/2011	77.48	2994
	City of Montclair								
002994	Mont002	3001-1501-56020-400	9448 Carrillo 030111-043011	014651	05/11	05/02/2011	06/02/2011	77.48	2994
	City of Montclair								
002994	Mont002	3001-1015-56020-400	9963 Central 030111-043011	017666	05/11	05/02/2011	06/02/2011	77.48	2994
	City of Montclair								
002994	Mont002	3001-1014-56020-400	9644 Central 030111-043011	017746	05/11	05/02/2011	06/02/2011	77.48	2994
	City of Montclair								
							Voucher: 002994	929.76	
002995	Mont074	3001-1501-56020-400	9448 Carrillo 030511-050511	01113202	05/11	05/05/2011	06/02/2011	80.54	2995
	Monte Vista Water District								
002995	Mont074	3001-1011-56020-400	5225 Palo Verde 030511-050511	01305203	05/11	05/05/2011	06/02/2011	125.85	2995
	Monte Vista Water District								
002995	Mont074	3001-1014-56020-400	9644 Central 030511-050511	01307103	05/11	05/05/2011	06/02/2011	128.91	2995
	Monte Vista Water District								
002995	Mont074	3001-1003-56020-400	9815 Central 030511-050511	03213204	05/11	05/05/2011	06/02/2011	109.95	2995
	Monte Vista Water District								
002995	Mont074	3001-1008-56020-400	9761 Central 030511-050511	03214211	05/11	05/05/2011	06/02/2011	76.86	2995
	Monte Vista Water District								
002995	Mont074	3001-1007-56020-400	9751 Central 030511-050511	03214408	05/11	05/05/2011	06/02/2011	129.51	2995
	Monte Vista Water District								
002995	Mont074	3001-1006-56020-400	9741 Central 030511-050511	03214608	05/11	05/05/2011	06/02/2011	71.35	2995
	Monte Vista Water District								
							Voucher: 002995	722.97	
002996	sout018	3001-3001-56020-400	4811 Canoga #Gate 041211-051111	2024259988	05	05/12/2011	06/02/2011	22.05	2996
	Southern California Edison Co								
002996	sout018	3001-3001-56020-400	4811 Canoga 041211-051111	2038187969	05	05/12/2011	06/02/2011	225.45	2996
	Southern California Edison Co								
002996	sout018	3001-3001-56020-400	4811 Canoga 041211-051111	2038188173	05	05/17/2011	06/02/2011	221.29	2996
	Southern California Edison Co								
002996	sout018	3001-2010-56020-400	10380 Pradera 041111-051011	2185722790	05	05/11/2011	06/02/2011	34.82	2996
	Southern California Edison Co								
002996	sout018	3001-2011-56020-400	10390 Pradera 041111-051011	2185722824	05	05/11/2011	06/02/2011	42.18	2996
	Southern California Edison Co								
002996	sout018	3001-2006-56020-400	10380 Amherst 041111-051011	2315790089	05	05/11/2011	06/02/2011	48.21	2996
	Southern California Edison Co								
002996	sout018	3001-2005-56020-400	10410 Amherst 041111-051011	2315792325	05	05/11/2011	06/02/2011	36.58	2996
	Southern California Edison Co								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
002996	sout018	3001-2006-56020-400	10380 Amherst 041111-051011	2315959668 05	05/13/2011		06/02/2011	36.84	2996
	Southern California Edison Co								
002996	sout018	3001-2007-56020-400	10330 Amherst 041111-051011	2315959668 05	05/13/2011		06/02/2011	33.91	2996
	Southern California Edison Co								
							Voucher: 002996	701.33	
002997	sout021	3001-3001-56020-400	4811 Canoga 041311-051211	15782395006 05	05/16/2011		06/02/2011	178.06	2997
	Southern California Gas Co								
002997	sout021	3001-3001-56020-400	4820 Canoga 041311-051211	18932395009 05	05/16/2011		06/02/2011	192.02	2997
	Southern California Gas Co								
							Voucher: 002997	370.08	
002998	Grec003	3001-2010-56170-400	10380 Pradera-marble wall panels	060611	06/06/2011		06/09/2011	2,825.00	2998
	Grecian Marble-Onyx								
							Voucher: 002998	2,825.00	
002999	land012	3001-1001-56100-400	10079 Central-05/2011	10079/611	06/01/2011		06/09/2011	115.00	2999
	Landscape Maintenance Unlimite								
002999	land012	3001-1002-56100-400	10087 Central-05/2011, gopher, sprnklr	10087/611	06/01/2011		06/09/2011	200.00	2999
	Landscape Maintenance Unlimite								
002999	land012	3001-1009-56100-400	10215 Central-05/2011, gopher	10215/611	06/01/2011		06/09/2011	195.00	2999
	Landscape Maintenance Unlimite								
002999	land012	3001-1004-56100-400	10215 Central-05/2011, gopher, sprnklr	10235/611	06/01/2011		06/09/2011	345.00	2999
	Landscape Maintenance Unlimite								
002999	land012	3001-1013-56100-400	10291 Greenwood-05/2011, weeds	10291/611	06/01/2011		06/09/2011	150.00	2999
	Landscape Maintenance Unlimite								
002999	land012	3001-2003-56100-400	10313 Amherst-05/2011, sprnklr	10313/611	06/01/2011		06/09/2011	180.00	2999
	Landscape Maintenance Unlimite								
002999	land012	3001-2001-56100-400	10323 Amherst-05/2011, sprnklr	10323/611	06/01/2011		06/09/2011	190.00	2999
	Landscape Maintenance Unlimite								
002999	land012	3001-2007-56100-400	10330 Amherst-05/2011, sprnklr	10330/611	06/01/2011		06/09/2011	185.00	2999
	Landscape Maintenance Unlimite								
002999	land012	3001-2002-56100-400	10333 Amherst-05/2011, sprnklr	10333/611	06/01/2011		06/09/2011	180.00	2999
	Landscape Maintenance Unlimite								
002999	land012	3001-2006-56100-400	10380 Amherst-05/2011, sprnklr, gopher	10380/611	06/01/2011		06/09/2011	210.00	2999
	Landscape Maintenance Unlimite								
002999	land012	3001-2004-56100-400	10383 Amhers-05/2011, gopher	10383/611	06/01/2011		06/09/2011	180.00	2999
	Landscape Maintenance Unlimite								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
002999	land012	3001-2008-56100-400	10390 Amherst-05/2011, sprnklr, gopher	10390/611	06/01/2011		06/09/2011	210.00	2999
	Landscape Maintenance Unlimite								
002999	land012	3001-2005-56100-400	10410 Amherst-05/2011, sprnklr, gopher	10410/611	06/01/2011		06/09/2011	210.00	2999
	Landscape Maintenance Unlimite								
002999	land012	3001-2030-56100-400	4275 Kingsley-05/2011, sprnklr, gopher	4275/611	06/01/2011		06/09/2011	235.00	2999
	Landscape Maintenance Unlimite								
002999	land012	3001-3001-56100-400	4811 Canoga-05/2011	4811/611	06/01/2011		06/09/2011	100.00	2999
	Landscape Maintenance Unlimite								
002999	land012	3001-3001-56100-400	4820 Canoga-05/2011	4820/611	06/01/2011		06/09/2011	175.00	2999
	Landscape Maintenance Unlimite								
002999	land012	3001-1011-56100-400	5225 Palo Verde-05/2011	5225/611	06/01/2011		06/09/2011	125.00	2999
	Landscape Maintenance Unlimite								
002999	land012	3001-1005-56100-400	5290 Orchard-05/2011, gopher, sprnklr	5290/611	06/01/2011		06/09/2011	200.00	2999
	Landscape Maintenance Unlimite								
002999	land012	3001-1501-56100-400	9448 Carrillo-05/2011	9448/611	06/01/2011		06/09/2011	70.00	2999
	Landscape Maintenance Unlimite								
002999	land012	3001-1014-56100-400	9644 Central-05/2011, weeds	9644/611	06/01/2011		06/09/2011	150.00	2999
	Landscape Maintenance Unlimite								
002999	land012	3001-1006-56100-400	9741 Central-05/2011	9741/611	06/01/2011		06/09/2011	115.00	2999
	Landscape Maintenance Unlimite								
002999	land012	3001-1007-56100-400	9751 Central-05/2011	9751/611	06/01/2011		06/09/2011	115.00	2999
	Landscape Maintenance Unlimite								
002999	land012	3001-1008-56100-400	9761 Central-05/2011	9761/611	06/01/2011		06/09/2011	115.00	2999
	Landscape Maintenance Unlimite								
002999	land012	3001-1003-56100-400	9815 Central-05/2011, gopher	9815/611	06/01/2011		06/09/2011	160.00	2999
	Landscape Maintenance Unlimite								
002999	land012	3001-1015-56100-400	9963 Central-05/2011, weeds, gopher	9963/611	06/01/2011		06/09/2011	195.00	2999
	Landscape Maintenance Unlimite								
							Voucher: 002999	4,305.00	
003000	TKRP001	3001-3001-56100-400	4820 Canoga-remove & replace tub	5184	05/16/2011		06/09/2011	362.50	3000
	T.K.R. Plumbing								
003000	TKRP001	3001-2010-56170-400	10380 Pradera-tub & shower, repairs	5194	05/24/2011		06/09/2011	3,000.00	3000
	T.K.R. Plumbing								
							Voucher: 003000	3,362.50	
003001	Mont001	3001-0000-00010-101	Reimb City for MHC PR 06/09/11	June 2011	06/23/2011		06/23/2011	8,135.07	3001
	City of Montclair								
003001	Mont001	3001-0000-00010-101	Reimb City for MHC PR 06/23/11	June 2011	06/23/2011		06/23/2011	6,279.33	3001
	City of Montclair								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
								Voucher: 003001	14,414.40
003002	mont002	3001-2010-56020-400	10380 Pradera 040111-053111	010822	06/11	06/07/2011	06/23/2011	309.92	3002
		City of Montclair							
003002	mont002	3001-2011-56020-400	10390 Pradera 040111-053111	010824	06/11	06/07/2011	06/23/2011	309.92	3002
		City of Montclair							
003002	mont002	3001-2030-56020-400	4275 Kingsley 040111-053111	010825	06/11	06/07/2011	06/23/2011	309.92	3002
		City of Montclair							
003002	mont002	3001-2002-56020-400	10333 Amherst 040111-053111	010827	06/11	06/07/2011	06/23/2011	309.92	3002
		City of Montclair							
003002	mont002	3001-3001-56020-400	4820 Canoga 040111-053111	010828	06/11	06/07/2011	06/23/2011	542.36	3002
		City of Montclair							
003002	mont002	3001-3001-56020-400	4820 Canoga 040111-053111	010829	06/11	06/07/2011	06/23/2011	542.36	3002
		City of Montclair							
003002	mont002	3001-3001-56020-400	4811 Canoga 040111-053111	010830	06/11	06/07/2011	06/23/2011	542.36	3002
		City of Montclair							
003002	mont002	3001-3001-56020-400	4811 Canoga 040111-053111	010831	06/11	06/07/2011	06/23/2011	542.36	3002
		City of Montclair							
003002	mont002	3001-2004-56020-400	10383 Amherst 040111-053111	012600	06/11	06/07/2011	06/23/2011	309.92	3002
		City of Montclair							
003002	mont002	3001-2003-56020-400	10313 Amherst 040111-053111	012601	06/11	06/07/2011	06/23/2011	309.92	3002
		City of Montclair							
003002	mont002	3001-1009-56020-400	10215 Central 040111-053111	013293	06/11	06/07/2011	06/23/2011	77.48	3002
		City of Montclair							
003002	mont002	3001-2020-56020-400	4791 Canoga 040111-053111	013386	06/11	06/07/2011	06/23/2011	309.92	3002
		City of Montclair							
003002	mont002	3001-1013-56020-400	10291 Greenwood 040111-053111	013555	06/11	06/07/2011	06/23/2011	88.48	3002
		City of Montclair							
003002	mont002	3001-2006-56020-400	10380 Amherst 040111-053111	013584	06/11	06/07/2011	06/23/2011	309.92	3002
		City of Montclair							
003002	mont002	3001-2007-56020-400	10330 Amherst 040111-053111	013961	06/11	06/07/2011	06/23/2011	309.92	3002
		City of Montclair							
003002	mont002	3001-2008-56020-400	10390 Amherst 040111-053111	017175	06/11	06/07/2011	06/23/2011	309.92	3002
		City of Montclair							
								Voucher: 003002	5,434.60
003003	Mont074	3001-1005-56020-400	5290 Orchard 031211-051311	04702105	05/11	05/13/2011	06/23/2011	134.42	3003
		Monte Vista Water District							
003003	Mont074	3001-1002-56020-400	10087 Central 031211-051311	04702203	05/11	05/13/2011	06/23/2011	174.05	3003
		Monte Vista Water District							
003003	Mont074	3001-1001-56020-400	10079 Central 031211-051311	04702301	05/11	05/13/2011	06/23/2011	164.64	3003
		Monte Vista Water District							

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003003	Mont074	3001-1015-56020-400	9963 Central 031211-051311	04703501	05/11	05/13/2011	06/23/2011	100.75	3003
	Monte Vista Water District								
003003	Mont074	3001-1010-56020-400	9945 Central 031211-051311	04703707	05/11	05/13/2011	06/23/2011	31.81	3003
	Monte Vista Water District								
003003	Mont074	3001-1004-56020-400	10235 Central 040511-060111	05511605	06/11	06/01/2011	06/23/2011	163.76	3003
	Monte Vista Water District								
003003	Mont074	3001-1009-56020-400	10215 Central 040511-060111	05512008	06/11	06/01/2011	06/23/2011	191.24	3003
	Monte Vista Water District								
003003	Mont074	3001-1013-56020-400	10291 Greenwood 040611-060211	06201005	06	06/02/2011	06/23/2011	135.63	3003
	Monte Vista Water District								
003003	Mont074	3001-2010-56020-400	10380 Pradera 040711-060611	06704405	06/11	06/06/2011	06/23/2011	133.60	3003
	Monte Vista Water District								
003003	Mont074	3001-2011-56020-400	10390 Pradera 040711-060611	06704505	06/11	06/06/2011	06/23/2011	131.85	3003
	Monte Vista Water District								
003003	Mont074	3001-2030-56020-400	4275 Kingsley 040711-060611	06708102	06/11	06/06/2011	06/23/2011	179.22	3003
	Monte Vista Water District								
003003	Mont074	3001-2007-56020-400	10330 Amherst 040711-060611	06708202	06/11	06/06/2011	06/23/2011	168.70	3003
	Monte Vista Water District								
003003	Mont074	3001-2006-56020-400	10380 Amherst 040711-060611	06708703	06/11	06/06/2011	06/23/2011	182.73	3003
	Monte Vista Water District								
003003	Mont074	3001-2008-56020-400	10390 Amherst 040711-060611	06708805	06/11	06/06/2011	06/23/2011	133.60	3003
	Monte Vista Water District								
003003	Mont074	3001-2005-56020-400	10410 Amherst 040711-060611	06711505	06/11	06/06/2011	06/23/2011	228.35	3003
	Monte Vista Water District								
003003	Mont074	3001-2004-56020-400	10383 Amherst 040711-060611	06713506	06/11	06/06/2011	06/23/2011	196.77	3003
	Monte Vista Water District								
003003	Mont074	3001-2002-56020-400	10333 Amherst 040711-060611	06714001	06/11	06/06/2011	06/23/2011	224.87	3003
	Monte Vista Water District								
003003	Mont074	3001-2001-56020-400	10323 Amherst 040711-060611	06714105	06/11	06/06/2011	06/23/2011	151.15	3003
	Monte Vista Water District								
003003	Mont074	3001-2003-56020-400	10313 Amherst 040711-060611	06714206	06/11	06/06/2011	06/23/2011	205.55	3003
	Monte Vista Water District								
003003	Mont074	3001-2020-56020-400	4791 Canoga 040711-060611	06912003	06/11	06/06/2011	06/23/2011	200.28	3003
	Monte Vista Water District								
003003	Mont074	3001-3001-56020-400	4820 Canoga 040711-060611	07001602	06/11	06/06/2011	06/23/2011	230.11	3003
	Monte Vista Water District								
003003	Mont074	3001-3001-56020-400	4820 Canoga 040711-060611	07001802	06/11	06/06/2011	06/23/2011	119.57	3003
	Monte Vista Water District								
003003	Mont074	3001-3001-56020-400	4811 Canoga 040711-060611	07002002	06/11	06/06/2011	06/23/2011	324.86	3003
	Monte Vista Water District								
003003	Mont074	3001-3001-56020-400	4811 Canoga 040711-060611	07002202	06/11	06/06/2011	06/23/2011	207.30	3003
	Monte Vista Water District								

Voucher: 003003 4,114.81

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003004	Sout018	3001-3001-56020-400	4811 Canoga #gate	051111-061011	2024259988	06/1	06/11/2011	23.27	3004
	Southern California Edison Co								
003004	Sout018	3001-3001-56020-400	4820 Canoga	051111-061011	2038187969	06/1	06/11/2011	230.57	3004
	Southern California Edison Co								
003004	Sout018	3001-3001-56020-400	4811 Canoga	051111-061011	2038188173	06/1	06/11/2011	207.58	3004
	Southern California Edison Co								
003004	Sout018	3001-2010-56020-400	10380 Pradera	051011-060911	2185722790	06/1	06/10/2011	33.11	3004
	Southern California Edison Co								
003004	Sout018	3001-2011-56020-400	10390 Pradera	051011-060911	2185722824	06/1	06/14/2011	39.60	3004
	Southern California Edison Co								
003004	Sout018	3001-2006-56020-400	10380 Amherst	051011-060911	2315790089	06/1	06/10/2011	47.10	3004
	Southern California Edison Co								
003004	Sout018	3001-2005-56020-400	10410 Amherst	051011-060911	2315792325	06/1	06/10/2011	40.66	3004
	Southern California Edison Co								
003004	Sout018	3001-2006-56020-400	10380 Amherst	051011-060911	2315959668	0611	06/14/2011	39.00	3004
	Southern California Edison Co								
003004	Sout018	3001-2006-56020-400	10380 Amherst	051011-060911	2315959668	0611	06/14/2011	0.31	3004
	Southern California Edison Co								
003004	Sout018	3001-2007-56020-400	10330 Amherst	051011-060911	2315959668	0611	06/14/2011	34.75	3004
	Southern California Edison Co								
003004	Sout018	3001-2007-56020-400	10330 Amherst	051011-060911	2315959668	0611	06/14/2011	0.31	3004
	Southern California Edison Co								
							Voucher: 003004	696.26	
003005	Sout021	3001-3001-56020-400	4811 Canoga	051211-061311	15782395006	06	06/15/2011	417.60	3005
	Southern California Gas Co								
003005	Sout021	3001-3001-56020-400	4820 Canoga	051211-061311	18932395009	06	06/15/2011	328.47	3005
	Southern California Gas Co								
003005	Sout021	3001-2008-56020-400	10390 Amherst	051211-061411	19572389179	06	06/15/2011	67.85	3005
	Southern California Gas Co								
							Voucher: 003005	813.92	
003006	Buch002	3001-2010-56170-400	10380 Pradera	shower doors	110601		06/10/2011	647.50	3006
	Buchbinder Maintenance, Inc.								
003006	Buch002	3001-2010-56170-400	10380 Pradera	major repairs to unit	110602		06/14/2011	5,242.20	3006
	Buchbinder Maintenance, Inc.								
							Voucher: 003006	5,889.70	

**Voucher Vendor No/Name Account Number      Description      Inv No      Inv Date PO      Pmt Date      Amount      Check**

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Report Total:      61,935.68