

CITY OF MONTCLAIR

AGENDA FOR CITY COUNCIL, CITY COUNCIL ACTING AS SUCCESSOR TO THE  
REDEVELOPMENT AGENCY, AND MONTCLAIR HOUSING CORPORATION MEETINGS

To be held in the Council Chambers

5111 Benito Street, Montclair, California

March 19, 2012

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/SRDA/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, the City Council acting as successor to the Redevelopment Agency Board of Directors, and Montclair Housing Corporation Board 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** - None

VI. **PUBLIC COMMENT**

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

*Under the provisions of the Brown Act, the Council/Council acting as successor to the Agency Board/MHC Board is prohibited from taking action on items not listed on the agenda.*

**VII. PUBLIC HEARINGS**

- A. Second Reading – Consider Adoption of Ordinance No. 12-928 Amending Section 9.20.460 of and Adding Section 9.20.465 to the Montclair Municipal Code Related to the Equivalent Dwelling Unit Value [CC] 5

**VIII. CONSENT CALENDAR**

- A. Approval of Minutes
  - 1. Minutes of the Adjourned Council Meeting of March 5, 2011 [CC]
  - 2. Minutes of the Regular Joint Council/Council Acting as Successor to the Agency Board/MHC Board Meeting of March 5, 2012 [CC/SRDA/MHC]
- B. Administrative Reports
  - 1. Consider Receiving and Filing of Treasurer's Report [CC] 9
  - 2. Consider Approval of Warrant Register and Payroll Documentation [CC] 10
  - 3. Consider Receiving and Filing of Treasurer's Report [SRDA] 11
  - 4. Consider Approval of Warrant Register [SRDA] 12
  - 5. Consider Receiving and Filing of Treasurer's Report [MHC] 13
  - 6. Consider Approval of Warrant Register [MHC] 14
  - 7. Consider Declaring Police Vehicles as Surplus and Authorizing Their Sale to Private Companies [CC] 15
- C. Agreements
  - 1. Consider Approval of Agreement No. 12-11 With L.D. King, Inc., for Annual Plan Checking and Design Services [CC] 16
  - 2. Consider Approval of Tract Map No. 18213 Located at the Northeast Corner of Monte Vista Avenue and Moreno Street [CC]  
  
Consider Authorization for Tract Map No. 18213 to Be Recorded With the Office of the San Bernardino County Recorder [CC]  
  
Consider Approval of Agreement No. 12-15, a Subdivision Agreement With GLJ Partners for Development of Tract 18213 [CC] 28

- 3. Consider Award of Contract to Sequel Contractors, Inc., in the Amount of \$349,722 [CC]

Consider Approval of Agreement No. 12-16 With Sequel Contractors, Inc., for Construction of the Intersection Rehabilitation Project [CC]

Consider Authorization of a \$40,000 Construction Contingency [CC]

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D. Resolutions

- 1. Consider City Council, Acting as Successor to the City of Montclair Redevelopment Agency Board of Directors, Adoption of Resolution No. 12-03 Establishing Rules and Regulations for the Operations of the Successor Agency as a Legal Entity Separate From the City Pursuant to Part 1.85 of Division 24 of the California Health and Safety Code and Taking Certain Actions in Connection Therewith [CC/SRDA] 48
- 2. Consider Successor to the City of Montclair Redevelopment Agency Board of Directors' Adoption of Resolution No. 12-04 Creating a Redevelopment Obligation Retirement Fund Pursuant to California Health and Safety Code Section 34170.5 and Taking Certain Actions in Connection Therewith [CC/SRDA] 54
- 3. Consider Adoption of Resolution No. 12-2942 Adopting the San Bernardino Countywide Vision Statement [CC] 58

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE - None

XI. COMMUNICATIONS

- A. City Attorney
- B. City Manager/Executive Director
- C. Mayor/Chairman
- D. Council/MHC Board
- E. Committee Meeting Minutes *(for informational purposes only)*

- 1. Minutes of the Personnel Committee Meeting of March 5, 2012

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XII. COUNCIL WORKSHOP

- A. Impound Lot Operational Status Report

(Council may consider continuing this item to an adjourned meeting on Monday, April 2, 2012, at 5:45 p.m. in the City Council Chambers.)

**XIII. ADJOURNMENT OF CITY COUNCIL, SUCCESSOR TO THE  
REDEVELOPMENT AGENCY BOARD OF DIRECTORS, AND  
MONTCLAIR HOUSING CORPORATION BOARD OF DIRECTORS**

*The next regularly scheduled City Council, City Council acting as successor to the Redevelopment Agency, and Montclair Housing Corporation meetings will be held on Monday, April 2, 2012, 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, the City Council acting as successor to the 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 March 15, 2012.*

## AGENDA REPORT

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**SUBJECT:** CONSIDER ADOPTION OF ORDINANCE  
NO. 12-928 AMENDING SECTION 9.20.460  
OF AND ADDING SECTION 9.20.465 TO THE  
MONTCLAIR MUNICIPAL CODE RELATED TO  
THE EQUIVALENT DWELLING UNIT VALUE  
  
SECOND READING

DATE: March 19, 2012  
SECTION: PUBLIC HEARINGS  
ITEM NO.: A  
FILE I.D.: SEW125  
DEPT.: PUBLIC WORKS

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**REASON FOR CONSIDERATION:** On February 1, 2012, the Inland Empire Utilities Agency (IEUA) adopted new rates for connections to sewer systems that discharge to its sewage treatment facilities. Adjustments to the fee currently charged by the City are now required. Since the connection fee is set by the Municipal Code, adjustments to those fees must be done by Ordinance, which requires a public hearing. A copy of proposed Ordinance No. 12-928 is attached for the City Council's review and consideration.

**BACKGROUND:** The Regional Sewage Supplemental Capital Outlay Fee for residential, commercial, and industrial structures, commonly known as the connection fee, is set forth in Chapter 9.20.460 of the Montclair Municipal Code. This fee, which is established by IEUA and assessed by the City at the time a building permit is issued, must be paid to IEUA for each new building connected to a sewer.

The current rate is \$4,766 per equivalent dwelling unit (EDU). IEUA has proposed a three-step increase. The first step would increase the connection fee to \$4,909 per EDU effective July 1, 2012. The second step would increase the connection fee to \$5,007 per EDU effective July 1, 2013. The third step would increase the connection fee to \$5,107 per EDU effective July 1, 2014. The adjustments reflect the continuing increase in construction costs over the past few years and are also based on the Engineering News-Record Construction Cost Index for the nationwide 20-city average.

This connection fee is a pass-through fee collected by the City and then sent to IEUA when a call is made for them. The interest earned on these fees until a call is made is kept by the City and can be used by the City for any sewer-related purpose. All agencies served by IEUA are able to do this. However, in addition to the interest earned on the connection fees, a few agencies also add on a surcharge to the connection fee in order to expand their own facilities. It is proposed that the City of Montclair initiate such a surcharge effective with the IEUA rate increase later this year.

The annexations of several County areas within the past few years have added homes to the City that are still on septic systems. In most cases the streets are also in a poor state of repair. As the City assumes maintenance responsibilities for these streets, pavement rehabilitation or replacement will be necessary. At the time the pavement work is done, it

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Prepared by: M. OCHS  
Proofed by: all my

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

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would also be highly desirable to install sewer mains and laterals in order to provide sewer service. Funds typically available for street work, such as Gas Tax and Measure I, cannot be used to install sewer lines. Neither can sewer maintenance or sewer rehabilitation funds. The creation of a new division of the Sewer Fund, funded both by connection fees and the interest on IEUA fees collected, would enable the City to install sewers when streets are rehabilitated.

Staff proposes implementing a 10 percent surcharge to the IEUA connection fee similar to those changes by five of the seven Regional Contracting Agencies (Montclair and Chino are the exceptions). The surcharge would be used to fund future expansions of the City's sewer system. The table below shows the current connection fee and the proposed fees for each of the next three years including the 10 percent surcharge:

	<i>IEUA Fee</i>	<i>City Surcharge</i>	<i>Total Fee</i>
<i>Current</i>	\$4,766	-0-	\$4,766
<b>July 1, 2012</b>	<b>\$4,909</b>	<b>\$491</b>	<b>\$5,400</b>
<b>July 1, 2013</b>	<b>\$5,007</b>	<b>\$500</b>	<b>\$5,507</b>
<b>July 1, 2014</b>	<b>\$5,107</b>	<b>\$510</b>	<b>\$5,617</b>

Surcharges, or development impact fees related to sewers as they are called by some of the Regional Contracting Agencies, range from \$375 per EDU to as much as \$1,827 per EDU.

**FISCAL IMPACT:** Adoption of Ordinance No. 12-928 permits the City to collect the higher fees being assessed by IEUA and start a fund that can be used to expand the existing sewer system. Should Ordinance No. 12-928 not be adopted by the Council, the City would be liable for the difference between the fee assessed by IEUA and the amount collected by the City on all new connections to the Montclair Sewer System.

**RECOMMENDATION:** Staff recommends the City Council adopt Ordinance No. 12-928 amending Section 9.20.460 and adding Section 9.20.465 to the Montclair Municipal Code related to the equivalent dwelling unit value.

ORDINANCE NO. 12-928

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING SECTION 9.20.460 OF AND ADDING SECTION 9.20.465 TO THE MONTCLAIR MUNICIPAL CODE RELATED TO THE REGIONAL SEWAGE SUPPLEMENTAL CAPITAL OUTLAY FEE

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

**Section I. Amendment to Code.** Section 9.20.460 of Title 9 of the Montclair Municipal Code is hereby amended as follows:

Section 9.20.460: Equivalent dwelling unit value.

The Regional Sewage Supplemental Capital Outlay Fee for residential, commercial, and industrial structures shall be the equivalent dwelling unit (EDU) number multiplied by the EDU value of Four Thousand Nine Hundred Nine Dollars (\$4,909) as established by the Inland Empire Utilities Agency effective July 1, 2012; Five Thousand Seven Dollars (\$5,007) as established by the Inland Empire Utilities Agency effective July 1, 2013; and Five Thousand One Hundred Seven Dollars (\$5,107) as established by the Inland Empire Utilities Agency effective July 1, 2014. The EDU value is based on construction costs and takes into consideration the current Engineering News-Record Construction Cost Index nationwide using the 20-city average.

Section 9.20.465 is hereby added to Title 9 of the Montclair Municipal Code as follows:

Section 9.20.465: Sanitary Sewer Expansion Fee

The Sanitary Sewer Expansion Fee for residential, commercial, and industrial structures shall be set as Four Hundred Ninety-One Dollars (\$491) effective July 1, 2012; Five Hundred Dollars (\$500) effective July 1, 2013; and Five Hundred Ten Dollars (\$510) effective July 1, 2014.

**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, 2012.

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Mayor

**ATTEST:**

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Deputy City Clerk

I, Yvonne Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 12-928 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2012, and finally passed not less than five (5) days thereafter on the XX day of XX, 2012, by the following vote, to-wit:

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

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Yvonne Smith  
Deputy City Clerk

## AGENDA REPORT

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

**DATE:** March 19, 2012

**SECTION:** ADMIN. REPORTS

**ITEM NO.** 1

**FILE I.D.:** FIN520

**DEPT.:** ADMIN. SVCS.

**REASON FOR CONSIDERATION:** The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending February 29, 2012, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Treasurer's Report for the period ending February 29, 2012.

**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 February 29, 2012.

Prepared by:

*Michael Piotrowski*

Reviewed and  
Approved by:

*[Signature]*

Proofed by:

*Rachy Dalton*

Presented by:

*[Signature]*

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	<b>DATE:</b> March 19, 2012
	<b>SECTION:</b> ADMIN. REPORTS
	<b>ITEM NO.:</b> 2
	<b>FILE I.D.:</b> FIN540
	<b>DEPT.:</b> 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 March 19, 2012, and Payroll Documentation dated February 12, 2012; finds them to be in order; and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated March 19, 2012, totals \$1,370,097.67. The Payroll Documentation dated February 12, 2012, totals \$582,093.69, with \$414,084.52 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:

*Gyrene Smith*  
*Kathy Dalton*

Reviewed and  
Approved by:

Presented by:

*[Signature]*  
*[Signature]*

# AGENDA REPORT

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

**DATE:** March 19, 2012

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 3

**FILE I.D.:** FIN510

**DEPT.:** SUCCESSOR RDA

**REASON FOR CONSIDERATION:** The City Council acting as successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending February 29, 2012, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Successor to the Redevelopment Agency Treasurer's Report for the period ending February 29, 2012.

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

**RECOMMENDATION:** Staff recommends the City Council acting as successor to the Redevelopment Agency Board of Directors receive and file the Successor to the Redevelopment Agency Treasurer's Report for the month ending February 29, 2012.

Prepared by:

*Michael Piotrowski*

Reviewed and  
Approved by:

*[Signature]*

Proofed by:

*Kathryn Dalton*

Presented by:

*[Signature]*

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF WARRANT REGISTER    **DATE:** March 19, 2012  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 4  
**FILE I.D.:** FIN530  
**DEPT.:** SUCCESSOR RDA

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**REASON FOR CONSIDERATION:** The City Council acting as successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Warrant Register for the month ending February 29, 2012, pursuant to state law.

**BACKGROUND:** Vice Chairperson Raft has examined the Successor to the Redevelopment Agency Warrant Register dated 02.01.12-02.29.12 in the amounts of \$2,564.01 for Project I; \$0.00 for Project II; \$656,914.44 for Project III; \$3,684.26 for Project IV; \$7,017.03 for Project V; and \$2,500.00 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 City Council as successor to the Redevelopment Agency Board of Directors approve the Successor to the Redevelopment Agency Warrant Register for the period ending February 29, 2012.

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Prepared by: Michael Piotrowski      Reviewed and Approved by: \_\_\_\_\_  
Proofed by: Kathy Dalton      Presented by: \_\_\_\_\_

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## AGENDA REPORT

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

**DATE:** March 19, 2012

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 5

**FILE I.D.:** FIN525

**DEPT.:** MHC

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**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 February 29, 2012, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Treasurer's Report for the period ending February 29, 2012.

**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 February 29, 2012.

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Prepared by:

*Michael Piotrowski*

Reviewed and  
Approved by:

*[Signature]*

Proofed by:

*Kathy Sattow*

Presented by:

*[Signature]*

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## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF WARRANT REGISTER    **DATE:** March 19, 2012  
**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 February 29, 2012, pursuant to state law.

**BACKGROUND:** Vice Chairperson Raft has examined the Warrant Register dated 02.01.12-02.29.12 in the amount of \$49,863.57 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 February 29, 2012.

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Prepared by: Michael Piotrowski      Reviewed and Approved by: [Signature]  
Proofed by: Kathy Sartor      Presented by: [Signature]

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## AGENDA REPORT

**SUBJECT:** CONSIDER DECLARING POLICE VEHICLES AS SURPLUS AND AUTHORIZING THEIR SALE TO PRIVATE COMPANIES

**DATE:** March 19, 2012  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 7  
**FILE I.D.:** VEH120  
**DEPT.:** POLICE

**REASON FOR CONSIDERATION:** The City Council is requested to consider declaring Police vehicles that are no longer in service as surplus. Several private companies have expressed an interest in purchasing the Police units that are no longer in service. The sale of these vehicles to a private company would be at fair market value.

**BACKGROUND:** The following vehicles have reached the end of their service lives, are no longer in use, and are proposed to be declared as surplus for sale to private companies. The vehicle identification numbers, mileage, and estimated sales prices are listed below:

<i>Year and Model</i>	<i>Vehicle Identification Number</i>	<i>Mileage</i>	<i>Estimated Sales Price</i>
2002 Chevrolet Trailblazer	1GNDS135022445674	175,907	\$4,000
2003 Ford Crown Victoria	1FAFP71W03X174009	117,510	\$1,500
2004 Ford Crown Victoria	2FAHP71W94X104660	117,490	\$3,000
2006 Ford Crown Victoria	2FAFP71W76X160006	113,399	\$1,500
2006 Ford Crown Victoria	2FAFP71W56X160005	106,977	\$1,500
2006 Ford Crown Victoria	2FAFP71WX6X160002	123,583	\$1,500
2007 Ford Crown Victoria	2FAFP71W67X145983	86,041	\$1,500

The six Ford Crown Victoria sedans were used by the Police Department for patrol duties and have been in service since they were new purchases. The Chevrolet Trailblazer was used by Police administration. All the vehicles have high mileage or have undergone excessive repair, and they have been replaced in the Police Department fleet.

**FISCAL IMPACT:** The City anticipates receipt of \$14,500 from the sale of the vehicles to private companies. Proceeds from the sale would be returned to the Equipment Replacement Fund.

**RECOMMENDATION:** Staff recommends the City Council declare Police vehicles as surplus and authorize their sale to private companies.

Prepared by: Jim McPherson  
Reviewed and Approved by: [Signature]  
Proofed by: Sharon Aguiar  
Presented by: [Signature]

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT NO. 12-11 WITH L.D. KING, INC., FOR ANNUAL PLAN CHECKING AND DESIGN SERVICES

**DATE:** March 19, 2012

**SECTION:** AGREEMENTS

**ITEM NO.:** 1

**FILE I.D.:** PUB115

**DEPT.:** PUBLIC WORKS

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**REASON FOR CONSIDERATION:** Agreements for plan checking and design services require City Council approval. A copy of proposed Agreement No. 12-11 with L.D. King, Inc., for annual plan checking and design services is attached for the City Council's review and consideration.

**BACKGROUND:** The City uses consulting engineers for most of its engineering services. It is the most efficient means for a small City with minimal engineering staff to obtain engineering services required, given the varying needs that occur with design and development review.

L.D. King, Inc., an engineering consulting firm, has been providing design and plan checking services for the City since 1974, at one point even serving as the City's consultant City Engineer. The firm has considerable knowledge of the City and offers valuable engineering services and assistance to the City on an as-needed basis in a number of areas. These areas include reviewing plans, conducting studies, and preparing project reports and improvement plans. Most of the engineering plan checking not performed in house is done by L.D. King, Inc.

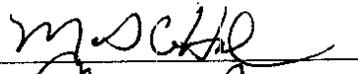
The previous agreement for plan checking services expired at the end of 2007. Through an oversight, the agreement was not renewed. Proposed Agreement No. 12-11 would be retroactive to January 1, 2008, and expire on December 31, 2014. The proposed Agreement also provides for miscellaneous engineering services as needed.

**FISCAL IMPACT:** The City collects plan checking fees to cover the cost of reviewing plans and reports associated with new development. The fees are based on the type of plan or report being reviewed. The fees collected from developers cover the invoices submitted by L.D. King, Inc. Miscellaneous engineering services, when requested, are paid with funds either already appropriated for specific projects or by separate appropriations for the specific need.

The agreement includes an annual cap of \$70,000 for the period between January 1, 2008, and December 31, 2011, and an annual cap of \$50,000 for the period between January 1, 2012, and December 31, 2014. Actual expenditures to date are as follows:

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Prepared by: 

Reviewed and  
Approved by:


Proofed by: 

Presented by:

<i>Year</i>	<i>Amount</i>
2008	\$64,895.00
2009	\$19,543.00
2010	\$20,951.50
2011	\$38,062.00

The proposed Agreement allows minor increases of up to \$5,000 annually by the City Manager's authority. Increases beyond this amount would require City Council approval.

**RECOMMENDATION:** Staff recommends that the City Council approve Agreement No. 12-11 with L.D. King, Inc., for annual plan checking and design services.

**CITY OF MONTCLAIR**

**AGREEMENT FOR PLAN CHECKING AND DESIGN SERVICES**

THIS AGREEMENT is made and effective as of March 6, 2012, between the City of Montclair, a municipal corporation ("City") and L.D. King, Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on January 1, 2008, and shall remain and continue in effect for a period of seven (7) years, terminating on December 31, 2014, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform plan checking and miscellaneous consulting work as requested by City. Consultant shall complete any and all tasks requested by City in accordance with the schedule of performance agreed upon between City and Consultant for each assignment required.

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 Project Payment Schedule as set forth in Exhibit A, 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 FIFTY THOUSAND DOLLARS (\$50,000.00) on an annual basis 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 that 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 annually approve additional work not to exceed FIVE THOUSAND DOLLARS (\$5,000). 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 nondisputed 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.

## 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
Workers' 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 subagreement, 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 it 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, PE  
President  
L.D. King, Inc.  
2151 Convention Center Way, Suite 100  
Ontario, CA 91764-4464

17. ASSIGNMENT

Consultant's responsible employee, Dale Wintergerst, 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. 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.

22. 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.

23. 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.

**CONSULTANT:**

**CITY:**

**L.D. KING, INC.**

**CITY OF MONTCLAIR**

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Dale Wintergerst  
President

---

Paul M. Eaton  
Mayor

**ATTEST:**

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Yvonne L. Smith  
Deputy City Clerk

EXHIBIT "A"

PROJECT PAYMENT SCHEDULE

**L.D.KING**

**Rate Schedule for City of Montclair**

**L.D. King, Inc.**

October 1, 2008 – December 31, 2014

Principal.....	\$220.00
Sr. Project Manager/Sr. Engineer/Designer.....	\$170.00
Director of Planning.....	\$170.00
Director of Surveys.....	\$165.00
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>Construction Services</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>Reimbursable Costs</b>	
In-House Reproduction.....	Cost
Printing and Materials.....	Cost + 15%
Express Mail, Courier, Next Day Service.....	Cost + 15%
Special Subconsultant Services.....	Cost + 10%

# AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF TRACT MAP NO. 18213 LOCATED AT THE NORTHEAST CORNER OF MONTE VISTA AVENUE AND MORENO STREET	<b>DATE:</b> March 19, 2012
CONSIDER AUTHORIZATION FOR TRACT MAP NO. 18213 TO BE RECORDED WITH THE OFFICE OF THE SAN BERNARDINO COUNTY RECORDER	<b>SECTION:</b> AGREEMENTS
CONSIDER APPROVAL OF AGREEMENT NO. 12-15, A SUBDIVISION AGREEMENT WITH GLJ PARTNERS FOR DEVELOPMENT OF TRACT NO. 18213	<b>ITEM NO.:</b> 2
	<b>FILE I.D.:</b> LDU600
	<b>DEPT.:</b> PUBLIC WORKS

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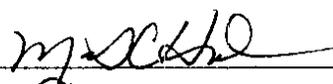
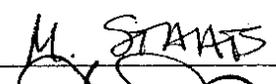
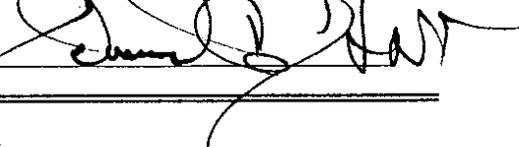
**REASON FOR CONSIDERATION:** Land subdivisions, including parcel maps and tract maps, are allowed by the Subdivision Map Act, subject to City Council approval. Subdivision agreements require City Council approval.

**BACKGROUND:** Tract No. 18213 is located at the site of the former Sam's Club and is within the boundaries of the North Montclair Downtown Specific Plan (NMDSP). The tract map subdivides the existing 15.1-acre site into 13 numbered lots ranging in size from 0.10 acres to 1.06 acres for condominium purposes and a clubhouse. In addition, 14 lettered lots are also proposed to allow for public and private streets and to create a 0.71-acre public park at the center of the site. After the public streets and park areas are deducted from the gross area, the net site area is 12.85 acres, which will accommodate 385 dwelling units at a density of approximately 30 dwelling units per acre, consistent with the goals of the NMDSP.

In accordance with the NMDSP, the proposed plan includes a public park to provide open space for passive recreational activities for Montclair residents. The new, linear-shaped park would be approximately 0.71 acres in size with approximate dimensions of 60 feet in width by 545 feet in length. The grade of the park would be set approximately four feet below the grade of the adjacent public street that will surround it. The park would be made accessible via ramps and stairs along the perimeter and within the interior of the park. No parking would be allowed around the perimeter of the park.

The original applicant for this subdivision, Montclair I MGP Partners LLC (MGP) is currently in escrow with one of its partners, GLJ Partners, for the sale of both the property and project. GLJ Partners intends to purchase and develop the site with no further involvement by MGP. However, because escrow is not scheduled to close until later this month, MGP will be signing the subdivision map as the owner and subdivider. GLJ Partners, as the

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

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actual developer, will sign proposed Subdivision Agreement No. 12-15. It's possible, and even likely, that the developer will actually develop the property as "Paseos at Montclair, LLC" or some variation of that name, requiring a name change in the proposed Agreement.

The project was designed using the 2007 Building Code, which was replaced in 2010 by the 2010 Building Code. The Community Development Department has established a deadline of March 29, 2012, by which time the building permits will have to be paid for and issued or the approved building plans will no longer be valid. If the deadline is not met, the developer will need to revise the building plans and comply with the 2010 Building Code.

The developer has asked for a modification to the language of the proposed Agreement regarding Paragraph Eight. The developer would like to see a set-aside or reserve agreement between the City, developer, and lender rather than the typical performance and payment bonds. The City attorney is currently reviewing the proposed language.

Timing is critical for the recordation of this map, approval of the Agreement, the issuance of building permits, and the close of escrow. The lender for the project is requiring that building permits be issued prior to close of escrow. The Agreement must be approved concurrent with the subdivision map. The map must be recorded prior to the issuance of building permits.

There are still changes being made to both the Agreement and the map. The City Council is being asked to approve both the Agreement and the map now so that the map may be recorded as quickly as possible once those changes have been made to the satisfaction of the City Engineer and the City Attorney.

In addition to Subdivision Agreement No. 12-15, there are two more agreements that will need to come before the City Council for approval. The first agreement is for the park dedication and construction of improvements. The second agreement is for the operations and maintenance of the project including a parking management plan.

**FISCAL IMPACT:** Approval of Tract Map No. 18213 is likely to create a positive fiscal impact when the property is developed. The development of the property also includes the formation of a community facilities district that is property based and will pay for the maintenance of the public park, other public facilities, and some public services.

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

1. Approve Tract Map No. 18213 located on the northeast corner of Monte Vista Avenue and Moreno Street.
2. Authorize Tract Map No. 18213 to be recorded with the Office of the San Bernardino County Recorder.
3. Approve Agreement No. 12-15, a Subdivision Agreement with GLJ Partners for development of Tract No. 18213.

SCALE: 1" = 100'

# TRACT No. 18213

SHEET 2 OF 4 SHEETS

13 NUMBERED LOTS  
14 LETTERED LOTS  
657,892 SQ.FT. GROSS, 15,103 AC.  
652,055 SQ.FT. NET, 14.969 AC.

IN THE CITY OF MONT CLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

JERRY L. USELTON, P.L.S. 5437

APRIL 2009

FUSCOE ENGINEERING  
FOR CONDOMINIUM PURPOSES

## BOUNDARY ESTABLISHMENT

### SIGNATURE OMISSION NOTES:

THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNERS OF THE INTEREST SET FORTH, HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 66438(a)(3)(A)-(D) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT FIT INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY:

- DEL MONTE IRRIGATION COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 26, 1951, IN BOOK 177 PAGE 142 OF DEEDS.  
NOTE: EASEMENT IS BLANKET IN NATURE.
- POMONA LAND AND WATER COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED APRIL 13, 1910 IN BOOK 335, PAGE 332 OF DEEDS.  
NOTE: EASEMENT IS BLANKET IN NATURE.
- MONT ANTONIO WATER COMPANY, HOLDER OF AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED MAY 1, 1911 IN BOOK 460, PAGE 465 OF DEEDS.  
NOTE: EASEMENT IS BLANKET IN NATURE.
- MIKE REALTY PARTNERS V LP., A CALIFORNIA LIMITED LIABILITY COMPANY, HOLDER OF AN RECIPROCAL ACCESS EASEMENT, RECORDED OCTOBER 31, 2006 AS INSTRUMENT NO. 2006-0743114, OF OFFICIAL RECORDS.
- SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF EASEMENTS FOR PUBLIC UTILITY PURPOSES RECORDED SEPTEMBER 7, 1910 IN BOOK 465 OF DEEDS, PAGE 182; AND MARCH 24, 1909 IN BOOK 6356, PAGE 247; NOVEMBER 19, 1907 AS INSTRUMENT NO. 67-410717; FEBRUARY 2, 1909 AS INSTRUMENT NO. 66-032729; JULY 22, 1902 AS INSTRUMENT NO. 62-303981; FEBRUARY 8, 1903 AS INSTRUMENT NO. 63-026180; AND INSTRUMENT NO. 2005-0747254, ALL OF OFFICIAL RECORDS.  
NOTE: NOT PLOTTED.
- GENERAL TELEPHONE COMPANY OF CALIFORNIA, HOLDER OF AN EASEMENT FOR FACILITIES AND INCIDENTAL PURPOSES RECORDED JULY 25, 1960 AS INSTRUMENT NO. 80-186544, OF OFFICIAL RECORDS.  
NOTE: NOT PLOTTED.

### SURVEYOR'S NOTES:

2" I.P. TAGGED L.S. 5347 OR LEAD & TAG L.S. 5347, ON A SPIKE AND WASHER STAMPED L.S. 5347 TO BE SET AT ALL TRACT BOUNDARY CORNERS UNLESS OTHERWISE NOTED.

1" I.P. TAGGED L.S. 5347 OR LEAD & TAG L.S. 5347, ON A SPIKE AND WASHER STAMPED L.S. 5347 TO BE SET AT ALL LOT CORNERS AND CENTERLINE POINTS OF CONTROL OF STREET UNLESS OTHERWISE NOTED.

ALL MONUMENTS SHOWN AS SET WILL BE SET WITHIN 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS.

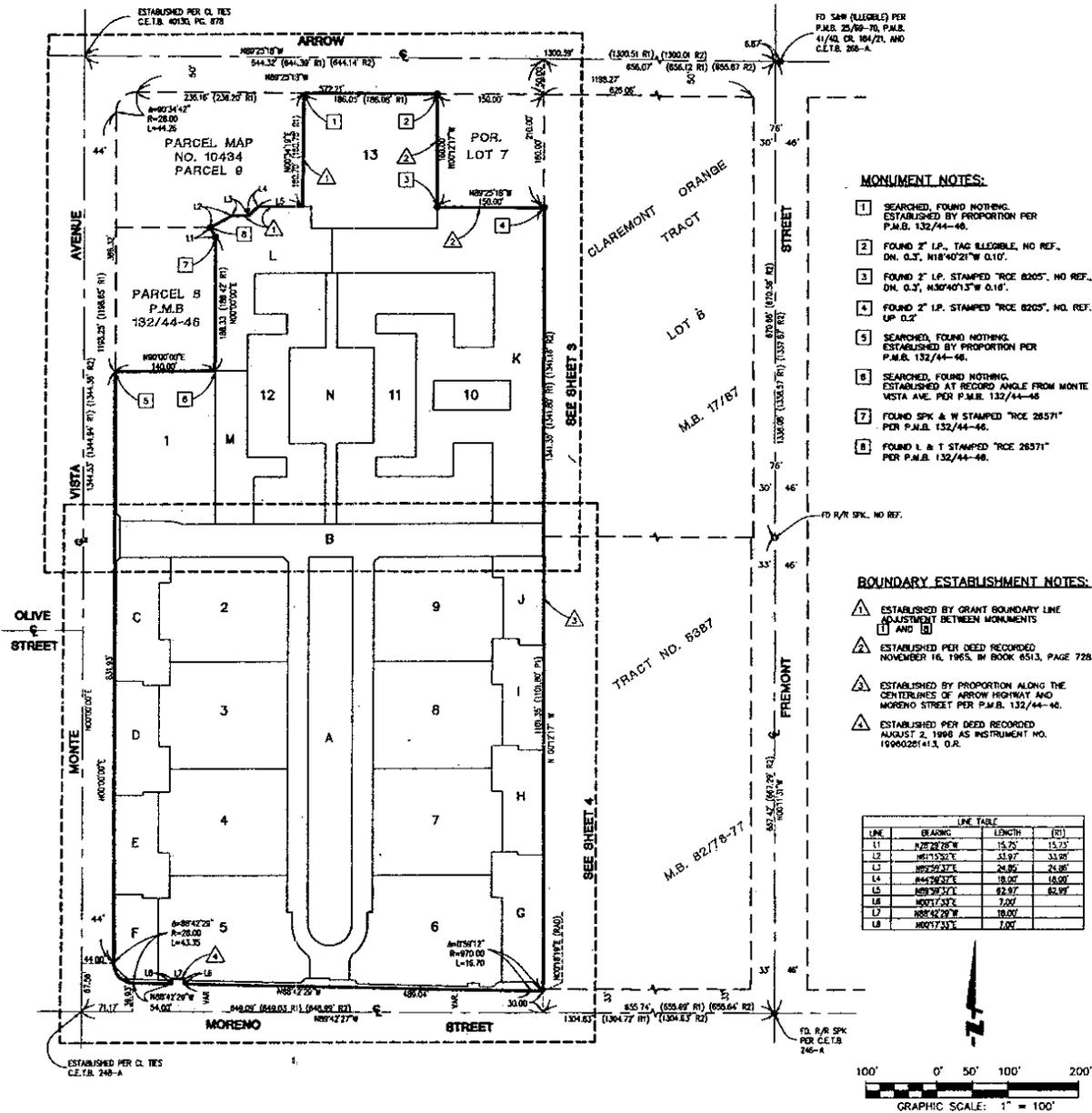
● INDICATES FOUND MONUMENT AS NOTED.

(R1) INDICATES RECORD DATA PER PARCEL MAP NO. 10434, P.M.B. 132/44-46

(R2) INDICATES RECORD DATA PER TRACT NO. 8387, M.B. 82/78-77

### BASIS OF BEARINGS:

BEARINGS SHOWN HEREON ARE BASED UPON THE BEARING ALONG THE CENTERLINE OF MONTE VISTA AVENUE BEING "NORTH" PER THE PARCEL MAP NO. 10434, FILED IN P.M.B. 132/44-46, IN THE OFFICE OF THE SAN BERNARDINO COUNTY RECORDER.



NOTE: SEE SHEET 3 AND 4 FOR LOT DETAIL

**SUBDIVISION AGREEMENT**

for

**TRACT NO. 18213**

This Agreement, made and entered into by and between the **City of Montclair**, State of California (hereinafter called "City"), and **GLJ West Development, LLC**, (hereinafter called "Subdivider") on the date signed by the Mayor of the City.

**A. RECITALS**

(i) City has previously approved a tentative subdivision map for **Tract No. 18213** in the City of Montclair;

(ii) Subdivider wants the final subdivision map for **Tract No. 18213** recorded with the San Bernardino County Recorder's Office; and

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

**B. AGREEMENT**

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

**FIRST: Scope of Work:** Subdivider, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **Tract No. 18213**, agrees, at Subdivider's own expense, to furnish all labor, equipment, and material necessary, and within Twenty-four (24) months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. In case of dispute, the good faith judgment of the City Engineer shall be final and binding upon the parties. Subdivider further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one-year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Subdivider shall complete the improvements described in this paragraph pursuant to Government Code Section 66462. Subdivider shall also

complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Subdivider waives the 120-day time limitation set forth in Government Code Section 66462.5. The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto, is the sum of **ONE MILLION FIVE HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$1,575,000)**.

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

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

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

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

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

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

**THIRD: Payment of Costs and Attorney Fees:** Subdivider agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Subdivider further agrees that, if suit is brought upon this

Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Subdivider and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

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

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

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

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

EIGHTH: Improvement Security: Subdivider agrees to deposit with City, in trust, the sum of **ONE MILLION FIVE HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$1,575,000)** in an account at \_\_\_\_\_ to guarantee the performance of this Agreement. Said account shall read "City of Montclair, as Trustee," and the interest from said account shall be paid to Subdivider.

Subdivider shall increase the sums on deposit and/or in said account within ten (10) days of notification by the City Engineer that the amounts on deposit and/or in said account are insufficient.

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

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

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

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

(b) Any request for a refund must be made in writing to the City Engineer seven (7) days prior to a regular Council meeting.

ELEVENTH: Insurance:

(a) Subdivider shall neither commence work under this Agreement until he has obtained all insurance required hereunder in a company or companies acceptable to City nor shall Subdivider allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. Subdivider 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 person) \$1,000,000  
(per occurrence) \$2,000,000

Commercial auto liability at least as broad as ISO CA 001:  
(per accident) \$1,000,000

Worker's compensation Statutory

(b) All insurance required by this section shall apply on a primary basis. Subdivider agrees that he will not cancel or reduce said insurance coverage. Subdivider agrees that, if he 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 Subdivider's expense, the premium thereon.

At all times during the term of this Agreement, Subdivider 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 City as additional insured. Subdivider 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.

(c) 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. Subdivider shall furnish City with copies of all such policies.

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

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

**Subdivider:**  
Tony Dittaux  
GLJ West Development, LLC  
5780 Fleet Street  
Suite 130  
Carlsbad, CA 92008

THIRTEENTH: Permits, Licenses, and Compliance with Law: The Subdivider shall obtain and maintain all necessary permits and licenses for the construction of the improvements. Subdivider shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

FOURTEENTH: Business License. The Subdivider shall apply for and pay the business tax for a City of Montclair business license.

FIFTEENTH: Reporting Damages: If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Subdivider shall immediately notify the City Engineer, and shall promptly submit to the City Engineer, a written report (in a form acceptable to the City) with the following information: (a) a detailed description of the damage (including the name and address of the injured or deceased person(s), and a description of the damaged property), (b) name and address of witnesses, and (c) name and address of any potential insurance companies.

SIXTEENTH: Time of Performance: Time is of the essence in the performance of the work required herein, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement.

SEVENTEENTH: Relationship between the Parties: Subdivider is, and at all time shall remain, an independent contractor solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Subdivider is not an agent of the City, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization.

EIGHTEENTH: Conflicts of Interest Prohibited: Subdivider (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement.

NINETEENTH: Nondiscrimination: Subdivider, in the performance of work required under this Agreement, shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Subdivider shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or sex.

TWENTIETH: Headings: The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

TWENTY-FIRST: Severability: If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided,

however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

**TWENTY-SECOND: Governing Law, Jurisdiction, and Venue:** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Bernardino.

**TWENTY-THIRD: Attorney's Fees:** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

**TWENTY-FOURTH: Assignment and Delegation:** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Subdivider's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

**TWENTY-FIFTH: Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

**TWENTY-SIXTH: Waivers:** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

**TWENTY-SEVENTH: Conflicts:** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.

**TWENTY-EIGHTH: Entire Agreement:** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the work described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

**TWENTY-NINTH: Signatures:** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Subdivider and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

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

**City**

**Subdivider**

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

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

ATTEST:

\_\_\_\_\_  
(Print Name/Title)

By: \_\_\_\_\_  
City Clerk

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

APPROVED AS TO FORM:  
CITY ATTORNEY

\_\_\_\_\_  
(Print Name/Title)

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

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

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

**MONUMENT BOND**  
(Subdivision Agreement)

Whereas, the **CITY COUNCIL OF THE CITY OF MONTCLAIR**, State of California, (hereinafter designated as "City"), and **GLJ WEST DEVELOPMENT, LLC** (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install certain improvements for Tract No. 18213; and

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

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

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

**SECOND:** That it is further agreed that said Principal has filed a good and sufficient bond or posted cash with said City in the amount of **FIFTEEN THOUSAND DOLLARS (\$15,000)** to guarantee the faithful performance of this agreement.

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

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

In witness whereof, this instrument has been duly executed by the principal surety above named, on \_\_\_\_\_, 2012.

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

\_\_\_\_\_

\_\_\_\_\_

(SEAL)

(SEAL)



## AGENDA REPORT

<b>SUBJECT:</b> CONSIDER AWARD OF CONTRACT TO SEQUEL CONTRACTORS, INC., IN THE AMOUNT OF \$349,722  CONSIDER APPROVAL OF AGREEMENT NO. 12-16 WITH SEQUEL CONTRACTORS, INC., FOR CONSTRUCTION OF THE INTERSECTION REHABILITATION PROJECT  CONSIDER AUTHORIZATION OF A \$40,000 CONSTRUCTION CONTINGENCY	DATE: March 19, 2012  SECTION: AGREEMENTS  ITEM NO.: 3  FILE I.D.: STA540  DEPT.: PUBLIC WORKS
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**REASON FOR CONSIDERATION:** Awards of contracts and agreements with the City require City Council approval.

**BACKGROUND:** The City Council authorized staff to advertise for bids for the Intersection Rehabilitation Project at its December 5, 2011 meeting. The project is intended to repair asphalt rutting and remove hazards within the intersection areas of the following locations:

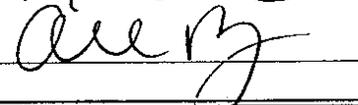
- Central Avenue/Palo Verde Street
- Monte Vista Avenue/Arrow Highway
- Ramona Avenue/Holt Boulevard

On Thursday, March 8, 2012, the Deputy City Clerk received and opened 11 bid proposals for the Intersection Rehabilitation Project. Following are the bid results:

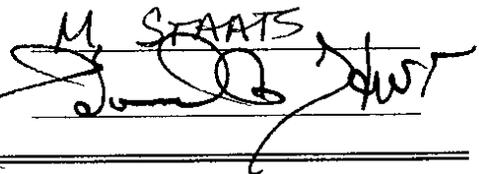
<i>Contractor</i>	<i>Bid Amount</i>
Sequel Contractors, Inc.,	\$349,722.00
Terra Pave, Inc.	\$357,452.00
Gentry Brothers, Inc.	\$359,010.00
Palp, Inc. DBA Excel Paving Co.	\$378,391.00
G.M. Sager Construction Co., Inc.	\$404,489.00
STI, Inc.	\$423,182.30
All American Asphalt, Inc.	\$437,000.00
Laird Construction Co., Inc.	\$438,348.00
Sully-Miller Contracting Company	\$453,132.00
EBS.General Engineering, Inc.	\$458,948.00
E.C. Construction	\$475,993.93
Engineer's Estimate	\$525,000.00

Prepared by: 

Reviewed and Approved by:

Proofed by: 

Presented by:



Following the bid opening, the 11 bid proposals were reviewed for completeness and accuracy. The bid proposal of the apparent low bidder, Sequel Contractors, Inc., provided all the required documents and was deemed the lowest responsible, responsive bidder for the project. After a reference check of Sequel Contractors, Inc., it appears as though the company has the personnel, equipment, and job experience necessary to complete this contract in accordance with the plans and specifications.

**FISCAL IMPACT:** The project is funded by the San Bernardino Associated Governments' Local Stimulus Program combined with minimal Measure I funds.

**RECOMMENDATION:** Staff recommends the City Council take the following actions related to the Intersection Rehabilitation Project:

1. Award a contract to Sequel Contractors, Inc., in the amount of \$349,722.
2. Approve Agreement No. 12-16 with Sequel Contractors, Inc.
3. Authorize a \$40,000 construction contingency.

KNOW ALL MEN BY THESE PRESENTS: That the following Agreement is made and entered into as of the date executed by the City Clerk and the Mayor, by and between **Sequel Contractors, Inc.**, hereinafter referred to as "CONTRACTOR" and the CITY OF MONTCLAIR, hereinafter referred to as "CITY."

**A. Recitals.**

- (i) Pursuant to Notice Inviting Sealed Bids or Proposals, bids were received, publicly opened, and declared on the date specified in said notice.
- (ii) CITY did accept the bid of CONTRACTOR.
- (iii) CITY has authorized the City Clerk and Mayor to enter into a written contract with CONTRACTOR for furnishing labor, equipment, and material for the construction of:

**INTERSECTION REHABILITATION PROJECT**

"PROJECT" hereinafter.

**B. Resolution.**

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. **GENERAL SCOPE OF WORK:** CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do all work contemplated and embraced for the PROJECT. Said PROJECT to be performed in accordance with specifications and standards on file in the Office of the City Engineer and in accordance with bid prices hereinafter mentioned and in accordance with the instructions of the Engineer.
2. **INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY:** The aforesaid specifications are incorporated herein by reference thereto and made a part hereof with like force and effect as if all of said documents were set forth in full herein. Said documents, the Notice Inviting Bids, the Instructions to Bidders, the Proposal, and any City-issued addenda, together with this written Agreement, shall constitute the contract between the parties. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written Agreement, the provisions of this written Agreement shall control.
3. **TERMS OF CONTRACT:** The CONTRACTOR agrees to execute the contract within ten (10) calendar days from the date of notice of award of the contract and to complete his portion of PROJECT within the time specified in the Special Provisions. CONTRACTOR agrees further to the assessment of liquidated damages in the amount specified in the Special Provisions or the Standard Specifications, whichever is higher, for each calendar day PROJECT remains incomplete beyond the expiration of the completion date. CITY may deduct the amount thereof from any moneys due or that may become due the CONTRACTOR under this contract. Progress payments made after the scheduled date of completion shall not constitute a waiver of liquidated damages.

4. **INSURANCE:** The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been obtained. The CONTRACTOR shall take out and maintain at all times during the life of this contract the following policies of insurance:

a. Compensation Insurance: Before beginning work, the CONTRACTOR shall furnish to the Engineer a policy of insurance or proper endorsement as proof that he has taken out full compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

In accordance with the provisions of § 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONTRACTOR, prior to commencing work, shall sign and file with CITY a certification as follows:

**"I am aware of the provisions of § 3700 of the 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 contract."**

b. For all operations of the CONTRACTOR or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

- (1) Public Liability – Bodily Injury (not auto) \$1,000,000 each person; \$2,000,000 each accident.
- (2) Public Liability – Property Damage (not auto) \$500,000 each accident; \$1,000,000 aggregate.
- (3) Contractor's Protective – Bodily Injury \$1,000,000 each person; \$2,000,000 each accident.
- (4) Contractor's Protective – Property Damage \$500,000 each accident; \$1,000,000 aggregate.
- (5) Automobile – Bodily Injury \$1,000,000 each person; \$2,000,000 each accident.
- (6) Automobile – Property Damage \$500,000 each accident.

c. The policy of insurance provided for in subparagraph (a) shall contain an endorsement which:

- (1) Waives all right of subrogation against all persons and entities specified in subparagraph (4)(d)(2) hereof to be listed as additional insureds in the policy of insurance provided for in subparagraph (b) by reason of any claim arising out of or connected with the operations of CONTRACTOR or any subcontractor in performing the work provided for herein.
- (2) Provides it shall not be canceled or altered without thirty (30) days' written notice thereof given to CITY by certified mail.

- d. Each such policy of insurance provided for in subparagraph (b) shall:
- (1) Be issued by an insurance company approved in writing by CITY, which is qualified to do business in the State of California.
  - (2) Name as additional insureds the CITY, its officers, agents, and employees, and any other parties specified in the bid documents to be so included;
  - (3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy.
  - (4) Contain a clause substantially in the following words:  

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until thirty (30) days after receipt by CITY of a written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."
  - (5) Otherwise be in form satisfactory to CITY.
- e. The CONTRACTOR shall at the time of the execution of the contract present the original policies of insurance required in subparagraphs (a) and (b) hereof or present an endorsement of the insurance company showing the issuance of such insurance and the additional insureds and other provisions required herein.

5. CONTRACTOR'S LIABILITY: The City of Montclair and its respective officers, agents and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the project or any part thereof, or for any of the materials or other things used or employed in performing the project; or for injury or damage to any person or persons, either workmen, employees of the CONTRACTOR or his subcontractors or the public, whatsoever arising out of or in connection with the performance of the project. The CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY during the progress of the project or at any time before its completion and final acceptance. The CONTRACTOR will indemnify CITY against and will hold and save CITY harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of the CONTRACTOR, his agents, employees, subcontractors, or invitees provided for herein, whether or not there is concurrent passive or active negligence on the part of CITY but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY and in connection therewith:

- a. The CONTRACTOR will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.
- b. The CONTRACTOR will promptly pay any judgment or award rendered against the CONTRACTOR or CITY covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the CONTRACTOR hereunder or reasonable settlement in lieu of judgment or

award, and the CONTRACTOR agrees to save and hold the CITY harmless therefrom.

- c. In the event CITY is made a party to any action or proceeding filed or prosecuted against the CONTRACTOR for damages or other claims arising out of or in connection with the project, operation, or activities of the CONTRACTOR hereunder, the CONTRACTOR agrees to pay to CITY any and all costs and expenses incurred by CITY in such action or proceeding together with reasonable attorneys' fees.

Money due to the CONTRACTOR under and by virtue of the contract, as shall be considered necessary by CITY, may be retained by CITY until disposition has been made of such actions or claims for damage as aforesaid.

6. NONDISCRIMINATION: No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, sexual preference, sexual orientation, or religion of such persons, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of § 1735 of said Code.

7. INELIGIBLE SUBCONTRACTORS: The CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform on the project pursuant to § 1777.1 and § 1777.7 of the Labor Code.

8. CONTRACT PRICE AND PAYMENT: CITY shall pay to the CONTRACTOR for furnishing the material and doing the prescribed work the unit prices set forth in accordance with CONTRACTOR'S Proposal dated **March 8, 2012**.

9. ATTORNEYS' FEES: In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

**CONTRACTOR**

**CITY**

SEQUEL CONTRACTORS, INC.  
13546 Imperial Highway  
Santa Fe Springs, CA 90670

CITY OF MONTCLAIR, CALIFORNIA

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

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

\_\_\_\_\_  
Title

**ATTEST:**

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

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

\_\_\_\_\_  
Title

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER CITY COUNCIL, ACTING AS SUCCESSOR TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY BOARD OF DIRECTORS, ADOPTION OF RESOLUTION NO. 12-03 ESTABLISHING RULES AND REGULATIONS FOR THE OPERATIONS OF THE SUCCESSOR AGENCY AS A LEGAL ENTITY SEPARATE FROM THE CITY PURSUANT TO PART 1.85 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH	<b>DATE:</b> March 19, 2012
	<b>SECTION:</b> RESOLUTIONS
	<b>ITEM NO.:</b> 1
	<b>FILE I.D.:</b> RDA050
	<b>DEPT.:</b> SUCCESSOR RDA

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**REASON FOR CONSIDERATION:** Staff requests that the City Council, acting as Successor Agency to the City of Montclair Redevelopment Agency, adopt Resolution No. 12-03 for the purpose of establishing rules and regulations for the Successor Agency to fulfill its necessary obligation pursuant to ABX1 26.

**BACKGROUND:** As the City Council is aware, ABX1 26 ("AB 26") and ABX1 27 ("AB 27"), which were signed by the Governor of California on June 29, 2011, added Parts 1.8 and 1.85 to the Community Redevelopment Law. In *California Redevelopment Association, et al. v. Matosantos, et al.* (Case No. S194861), the California Supreme Court largely upheld AB 26, invalidated AB 27, and held that AB 26 may be severed from AB 27 and enforced independently. The Supreme Court generally revised the effective dates and deadlines for performance of obligations in Part 1.85 (the dissolution provisions) arising before May 1, 2012, to take effect four months later. As a result of the Supreme Court's decision, on February 1, 2012, all redevelopment agencies were dissolved and successor agencies were designated as successor entities to the former redevelopment agencies. The successor agencies have all the authority, rights, powers, duties, and obligations previously vested with the former redevelopment agencies under the Community Redevelopment Law except for those that were repealed, restricted, or revised by AB 26. On January 12, 2012, the City Council adopted Resolution No. 12-01, by which the City elected to serve as the Successor Agency of the City of Montclair Redevelopment Agency upon the Agency's dissolution. The assets of the City of Montclair Redevelopment Agency transferred to the Successor Agency by law on February 1, 2012.

Proposed Resolution No. 12-03 would provide that the Successor Agency is a distinct legal entity, separate from the City. Assembly Member Blumenfield, the author of AB 26, stated in a letter of clarification addressed to the California State Assembly on January 10, 2012, that cities are "distinct legal entities from successor agencies, and therefore the liabilities of the former redevelopment agencies and the successor agencies do not become the liabilities of the corresponding cities." As a new legal entity, this Resolution directs that the Secretary of the Successor Agency file the prescribed form with the Secretary of State

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Prepared by: M. STARTS  
Proofed by: George Smith

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

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and the County Clerk pursuant to Government Code Section 53051, which would add the Successor Agency to the Roster of Public Agencies maintained by these offices. The Resolution further provides that the Successor Agency would be governed by a Board of Directors, which shall consist of the members of the City Council, and that the Mayor and Mayor Pro Tem would serve as Chairman and Vice Chairman of the Board and provide for regular meetings of the Board. The Resolution designates the City Manager as Executive Director, the City Clerk as Secretary, and the Finance Director as the Finance Officer of the Successor Agency.

Council Members would be required to file California Fair Political Practices Commission Form 700 assuming office Statements of Economic Interests within 30 days after adoption of the Resolution to assume their offices as members of the Board of Directors of the Successor Agency. In addition, a local conflict of interest code and local California Environmental Quality Act guidelines would be prepared for adoption by the Board at a subsequent meeting. The Successor Agency would exercise the powers necessary to perform all of the functions described in Health and Safety Code Section 34177 as well as any other powers granted under law. The Successor Agency's statutory functions include making payments and performing obligations required under enforceable obligations; continuing to collect loans, rents, and other revenue on behalf of the former Redevelopment Agency; continuing to oversee development of properties until the contracted work has been completed; and disposing of assets and properties of the former Redevelopment Agency as directed by the Oversight Board. The Successor Agency will also prepare proposed administrative budgets and submit them to the Oversight Board for its approval, pursuant to Health and Safety Code Section 34177(j). As a separate legal entity, Successor Agency assets and moneys shall be maintained separately from City assets and moneys. Health and Safety Code Section 34173(e) states that "the liability of any Successor Agency shall be limited to the extent of the total sum of property tax revenues it receives pursuant to this part and the value of assets transferred to it as a Successor Agency for a dissolved Redevelopment Agency." The Resolution also provides that the Successor Agency shall indemnify the City for any claims arising from its activities, and its liabilities shall not be the City's liabilities.

**FISCAL IMPACT:** Adoption of proposed Resolution No. 12-03 creates no direct fiscal impact for the City or Successor Agency.

**RECOMMENDATION:** Staff recommends that the City Council, acting as successor to the City of Montclair Redevelopment Agency Board of Directors, adopt Resolution No. 12-03 establishing rules and regulations for the operations of the successor agency as a legal entity separate from the City pursuant to Part 1.8 of Division 24 of the California Health and Safety Code and taking certain actions in connection therewith.

## RESOLUTION NO. 12-03

**A RESOLUTION OF THE CITY OF MONTCLAIR, ACTING AS THE SUCCESSOR AGENCY TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY, ESTABLISHING RULES AND REGULATIONS FOR THE OPERATIONS OF THE SUCCESSOR AGENCY AS A LEGAL ENTITY SEPARATE FROM THE CITY PURSUANT TO PART 1.85 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH**

**WHEREAS**, the City of Montclair Redevelopment Agency was a redevelopment agency in the City of Montclair (the "City"), duly created pursuant to the Community Redevelopment Law [Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code] (the "Redevelopment Law"); and

**WHEREAS**, ABX1 26 and ABX1 27 were signed by the Governor of California on June 29, 2011, making certain changes to the Redevelopment Law including adding Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) ("Part 1.85") to Division 24 of the California Health and Safety Code ("Health and Safety Code"); and

**WHEREAS**, the California Redevelopment Association and League of California Cities filed a lawsuit in the Supreme Court of California [*California Redevelopment Association, et al. v. Matosantos, et al.* (Case No. S194861)] alleging that ABX1 26 and ABX1 27 were unconstitutional; and

**WHEREAS**, on December 29, 2011, the Supreme Court issued its opinion in the *Matosantos* case largely upholding ABX1 26, invalidating ABX1 27, and holding that ABX1 26 may be severed from ABX1 27 and enforced independently; and

**WHEREAS**, the Supreme Court generally revised the effective dates and deadlines for performance of obligations in Part 1.85 arising before May 1, 2012, to take effect four months later; and

**WHEREAS**, as a result of the Supreme Court's decision, on February 1, 2012, all redevelopment agencies were dissolved and replaced by successor agencies established pursuant to Health and Safety Code Section 34173; and

**WHEREAS**, the City Council of the City of Montclair (the "City") adopted Resolution No. 12-01 on January 12, 2012, pursuant to Part 1.85 by which the City elected to serve as the successor agency of the City of Montclair Redevelopment Agency upon the Agency's dissolution; and

**WHEREAS**, the City Council, acting as the governing board for the successor agency, hereby desires to adopt a name for that separate legal entity and establish rules and regulations that will apply to the governance and operations of the successor agency.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair, acting as the governing body of the successor agency to the City of Montclair Redevelopment Agency, does hereby find, determine, and order as follows:

**Section 1.** Designated Successor Agency. Pursuant to City Council Resolution No. 12-01, by which the City elected to serve as the successor agency to the Montclair Redevelopment Agency under Part 1.85 upon the Agency's dissolution (the "Successor Agency"), and the Agency having been dissolved by operation of law on February 1, 2012, the Successor Agency is hereby declared constituted.

**Section 2.** Separate Legal Entity. The Successor Agency is a distinct and separate legal entity from the City and is hereby named "Successor Agency to the City of Montclair Redevelopment Agency," the sole name by which it will exercise its powers and fulfill its duties pursuant to Part 1.85.

**Section 3.** Governance.

A. Board of Directors: The Successor Agency shall be governed by a Board of Directors (the "Board"), which shall exercise the powers and perform the duties of the Successor Agency. The Board shall consist of the members of the City Council of the City.

B. Board Officers: The Board shall have a Chairman to preside at and conduct all meetings and a Vice Chairman who shall act in the absence of the Chairman. The offices of the Chairman and Vice Chairman shall be filled by the Mayor and Mayor Pro Tem, respectively, of the City Council of the City.

C. Meetings of the Board: The Board shall hold regular meetings on the first and third Monday of each month at 7:00 p.m. The Board may adopt such rules and procedures for conducting such meetings and other business as the Board deems appropriate. All meetings of the Board including, without limitation, regular, adjourned regular, and special meetings shall be called, noticed, and conducted in accordance with the provisions of the Ralph M. Brown Act, Sections 54950, *et seq.*, of the California Government Code.

D. Quorum: The presence of a majority of the Board members at a meeting shall constitute a quorum for the transaction of Successor Agency business. Less than a quorum may adjourn or continue meetings from time to time.

E. Voting: Except as otherwise provided by law or Resolution of the Board, decisions of the Board shall be made by a majority of a quorum.

F. Executive Director: The City Manager of the City shall serve as Executive Director of the Successor Agency. The Executive Director may appoint officers and employees as necessary to perform the duties of the Successor Agency. The Executive Director also may delegate the performance of his or her duties to other officers or employees.

G. Secretary: The City Clerk of the City shall serve as Secretary to the Successor Agency.

H. Finance Director: The Finance Director of the City shall serve as Finance Officer of the Successor Agency. The Finance Officer shall have the care and custody of all funds of the Successor Agency and shall deposit the same in the name of the Successor Agency in such bank or banks as he or she may select. The Finance Officer also may enter into agreements on behalf of the Successor Agency with any bank or trust company authorized to accept deposits of public funds, providing for the transfer of funds between accounts maintained by the Successor Agency upon request by telephone. Such agreement also may provide for the investment upon request by telephone of funds maintained in such accounts.

I. Additional Duties: The officers of the Successor Agency shall perform such other duties and functions as may from time to time be required or directed by the Board of the Successor Agency. Any member of the Board and the Executive Director may sign, with the counter-signature of one other member of the Board, or the Executive Director or the Finance Officer, all orders and checks for the payment of money. The Chairman, or Vice Chairman in the absence of the Chairman, and the Executive Director may sign deeds, contracts, and other instruments made by the Successor Agency.

**Section 4.** Powers and Duties of the Successor Agency. The Successor Agency shall have the authority to perform the functions and duties described in Part 1.85, including but not limited to making payments and performing obligations required by enforceable obligations and expeditiously winding down the affairs of the Agency. The Successor Agency also may exercise any other powers provided by statute or granted by law.

**Section 5.** Successor Agency Funds and Obligations. All assets and moneys held by or under the control of the Successor Agency shall be maintained in funds and accounts established by the Successor Agency and shall be kept separate and apart from the funds and accounts of the City.

**Section 6.** Indemnification and Liability.

A. Indemnification. The Successor Agency shall defend, indemnify, and hold harmless the City, and its City Council, boards, commissions, officers, employees, and agents, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Successor Agency.

B. Liability. In accordance with Health and Safety Code Section 34173(e), the liability of the Successor Agency, acting pursuant to the powers granted under Part 1.85, shall be limited to the extent of, and payable solely from, the total sum of property tax revenues it receives pursuant to Part 1.85 and the value of assets transferred to it as a successor agency for a dissolved redevelopment agency. The debts, assets, liabilities, and obligations of the Successor Agency shall be solely the debts, assets, liabilities, and obligations of the Successor Agency and not of the City.

**Section 7. Roster of Public Agencies Filing.** The Secretary to the Successor Agency shall file on the prescribed form the statement of public agency with the Secretary of State and County Clerk in accordance with Government Code Section 53051.

**APPROVED AND ADOPTED** this XX day of XX, 2012.

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Chairman

**ATTEST:**

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Secretary

I, Yvonne L. Smith, Secretary of the Successor Agency to the City of Montclair Redevelopment Agency, DO HEREBY CERTIFY that Resolution No. 12-03 was duly adopted by the Successor Agency to the City of Montclair Redevelopment Agency Board of Directors at a regular meeting thereof held on the XX day of XX, 2012, 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  
Secretary

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER SUCCESSOR TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY BOARD OF DIRECTORS' ADOPTION OF RESOLUTION NO. 12-04 CREATING A REDEVELOPMENT OBLIGATION RETIREMENT FUND PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34170.5 AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH	<b>DATE:</b> March 19, 2012 <b>SECTION:</b> RESOLUTIONS <b>ITEM NO.:</b> 2 <b>FILE I.D.:</b> RDA050 <b>DEPT.:</b> SUCCESSOR RDA
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**REASON FOR CONSIDERATION:** Staff requests that the Successor Agency to the City of Montclair Redevelopment Agency consider adoption of Resolution No. 12-04 officially create a Redevelopment Obligation Retirement Fund to be administered by the Successor Agency.

**BACKGROUND:** On December 29, 2011, the California Supreme Court issued its decision in *California Redevelopment Association, et al. v. Matosantos, et al.* (Case No. S194861), the court case challenging the constitutionality of ABX1 26 ("AB 26") and ABX1 27 ("AB 27"). AB 26 and AB 27, which were signed by the Governor of California on June 29, 2011, added Parts 1.8 and 1.85 to the Community Redevelopment Law. In its decision, the Supreme Court largely upheld AB 26, invalidated AB 27, and held that AB 26 may be severed from AB 27 and enforced independently. The Supreme Court revised the effective dates and deadlines for performance of obligations in Part 1.85 (the dissolution provisions) arising before May 1, 2012, to take effect four months later. As a result of the Supreme Court's decision, on February 1, 2012, all redevelopment agencies were dissolved and successor agencies were designated as successor entities to the former redevelopment agencies.

Pursuant to Health and Safety Code Section 34170.5, each successor agency to a former redevelopment agency must create, within its treasury, a Redevelopment Obligation Retirement Fund to be administered by the successor agency. By creating this fund, the successor agency would be allowed to receive funds from the County Auditor-Controller, which would then be used to pay the enforceable obligations of the former redevelopment agency. The City is the Successor Agency for the City of Montclair Redevelopment Agency and the Board of the Successor Agency consists of the members of the City Council. Finance Division staff has created a redevelopment obligation retirement fund in its books, but in an abundance of caution regarding the terms of AB 26, it is further suggested that the Successor Agency to the City of Montclair Redevelopment Agency adopt a resolution authorizing the creation of such a fund. Creation of a Redevelopment Obligation Retirement Fund within the Successor Agency's treasury would officially ensure compliance with Health and Safety Code Section 34170.5 and to allow receipt of funds from the County Auditor-Controller.

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Prepared by: M. STAATS  
Proofed by: Yvonne L. Smith

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

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**FISCAL IMPACT:** There is no fiscal impact resulting from the creation of a Redevelopment Obligation Retirement Fund within the treasury. However, by creating the Fund, the Successor Agency to the City of Montclair Redevelopment Agency will be allowed to receive funds from the County Auditor–Controller to pay its enforceable obligations.

**RECOMMENDATION:** Staff recommends the Board of Directors of the Successor Agency to the City of Montclair Redevelopment Agency adopt Resolution No. 12-04 creating a Redevelopment Obligation Retirement Fund pursuant to California Health and Safety Code Section 34170.5 and taking certain actions in connection therewith.

**RESOLUTION NO. 12-04**

**A RESOLUTION OF THE CITY OF MONTCLAIR,  
ACTING AS SUCCESSOR AGENCY TO THE CITY  
OF MONTCLAIR REDEVELOPMENT AGENCY,  
CREATING A REDEVELOPMENT OBLIGATION  
RETIREMENT FUND PURSUANT TO CALIFORNIA  
HEALTH AND SAFETY CODE SECTION 34170.5  
AND TAKING CERTAIN ACTIONS IN CONNEC-  
TION THEREWITH**

**WHEREAS**, ABX1 26 and ABX1 27 were signed by the Governor of California on June 29, 2011, making certain changes to the Community Redevelopment Law [Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code] (the "Redevelopment Law") including adding Part 1.8 (commencing with Section 34161) ("Part 1.8") and Part 1.85 (commencing with Section 34170) ("Part 1.85"); and

**WHEREAS**, the California Redevelopment Association and League of California Cities filed a lawsuit in the Supreme Court of California [*California Redevelopment Association, et al. v. Matosantos, et al.* (Case No. S194861)] alleging that ABX1 26 and ABX1 27 are unconstitutional; on December 29, 2011, the Supreme Court issued its opinion in the *Matosantos* case, largely upholding ABX1 26, invalidating ABX1 27, and holding that ABX1 26 may be severed from ABX1 27 and enforced independently; and

**WHEREAS**, the Supreme Court generally revised the effective dates and deadlines for performance of obligations in Part 1.85 arising before May 1, 2012, to take effect four months later; and

**WHEREAS**, as a result of the Supreme Court's decision, the City of Montclair Redevelopment Agency (the "Redevelopment Agency"), a redevelopment agency in the City of Montclair (the "City"), created pursuant to the Redevelopment Law, was dissolved pursuant to Part 1.85 on February 1, 2012; and

**WHEREAS**, by its Resolution No. 12-01, adopted on February 12, 2012, the City Council of the City made an election to serve as the successor agency for the Redevelopment Agency under Part 1.85 (the "Successor Agency"); and

**WHEREAS**, by its Resolution No. 12-03, adopted on March 19, 2012, the City Council, acting as the governing board for the Successor Agency, established rules and regulations applicable to the governance and operation of the Successor Agency and, pursuant to such Resolution, provided that the Successor Agency will be governed by a Board of Directors (the "Board") consisting of the members of the City Council of the City; and

**WHEREAS**, Health and Safety Code Section 34170.5 provides that each successor agency shall create within its treasury a Redevelopment Obligation Retirement Fund to be administered by the successor agency; and

**WHEREAS**, accordingly, the Board desires to adopt this Resolution creating a Redevelopment Obligation Retirement Fund within the treasury of the Successor Agency.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Successor Agency to the City of Montclair Redevelopment Agency does hereby find and determine as follows:

**Section 1.** The above recitals are true and correct and are a substantive part of this Resolution.

**Section 2.** This Resolution is adopted pursuant to Health and Safety Code Section 34170.5.

**Section 3.** The Executive Director and the Finance Director are hereby authorized and directed to create within the treasury of the Successor Agency a Redevelopment Obligation Retirement Fund to be administered by the Successor Agency.

**Section 4.** The Secretary is hereby authorized and directed to file a certified copy of this Resolution with the County Auditor-Controller.

**Section 5.** The officers and staff of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things that they may deem necessary or advisable to effectuate this Resolution, and any such actions previously taken by such officers are hereby ratified and confirmed.

**APPROVED AND ADOPTED** this XX day of XX, 2012.

\_\_\_\_\_  
Chairman

**ATTEST:**

\_\_\_\_\_  
Secretary

I, Yvonne L. Smith, Secretary of the Successor Agency to the City of Montclair Redevelopment Agency, DO HEREBY CERTIFY that Resolution No. 12-04 was duly adopted by the Successor Agency to the City of Montclair Redevelopment Agency Board of Directors at a regular meeting thereof held on the XX day of XX, 2012, and that it was adopted by the following vote, to-wit:

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

\_\_\_\_\_  
Yvonne L. Smith  
Secretary

## AGENDA REPORT

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**SUBJECT:** CONSIDER ADOPTION OF RESOLUTION  
NO. 12-2942 ADOPTING THE  
SAN BERNARDINO COUNTYWIDE  
VISION STATEMENT

**DATE:** March 19, 2012

**SECTION:** RESOLUTIONS

**ITEM NO.:** 3

**FILE I.D.:** SBC325

**DEPT.:** CITY MGR.

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**REASON FOR CONSIDERATION:** The City Council is requested to consider adoption of Resolution No. 12-2942 adopting the San Bernardino Countywide Vision Statement.

**BACKGROUND:** Later this month, the County of San Bernardino and representatives from county cities will join together for the first City-County Conference since the San Bernardino Associated Governments Board of Directors endorsed and adopted the Countywide Vision Statement, which articulates what the people we serve want for their future.

Since the June 30, 2011 adoption of the Vision, stakeholders representing eight of the Vision's elements—jobs and the economy, education, public safety, environment, water, infrastructure, health care, and housing—have met to discuss the region's needs and challenges and laid out plans to maintain dialogues and seek solutions.

The City Councils of six of the county's 24 cities and towns, in addition to several school districts and other public agencies, have adopted resolutions adopting the Vision Statement. Having the remaining 18 City and Town Councils adopt or make plans to adopt the Vision Statement prior to the March 29 through 30 City-County Conference would make a strong statement to the people in our communities and throughout San Bernardino County that their Vision is moving forward. The only way to achieve the Vision is for every public agency in the county to adopt it and make it part of what they use to guide their decision making. Efforts to achieve the Vision will be chronicled on the Vision website at [www.sbcounty.gov/vision](http://www.sbcounty.gov/vision), where various vision documents may be reviewed.

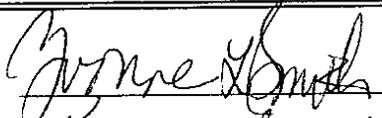
**FISCAL IMPACT:** There would be no fiscal impact to the City's General Fund should the City Council adopt proposed Resolution No. 12-2942.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 12-2942 adopting the San Bernardino Countywide Vision Statement.

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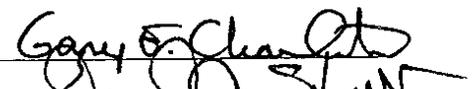
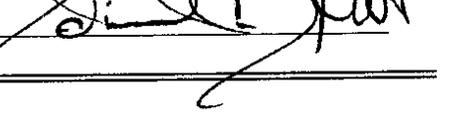
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Prepared by:


Proofed by:

Reviewed and  
Approved by:

Presented by:

**RESOLUTION NO. 12-2942**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MONTCLAIR ADOPTING  
THE COUNTYWIDE VISION STATEMENT**

**WHEREAS**, in fall 2010, the County of San Bernardino and San Bernardino Associated Governments initiated an effort to engage the county's residents, businesses, nonprofits, and other governmental agencies in the creation of a County-wide Vision for the future; and

**WHEREAS**, the County and San Bernardino Associated Governments facilitated forums throughout the county and received feedback from the public to identify the vision that community residents have for their future; and

**WHEREAS**, from October 2010 through May 2011, comments were gathered from thousands of residents, employers, educators, community and faith-based organizations, and elected and appointed government leaders throughout the County through an online survey, 18 community meetings, two dozen roundtable discussions with topical experts, and comments from each of the county's 24 cities and towns; and

**WHEREAS**, the community participants eagerly and conscientiously shared their thoughts about the County's successes, failures, opportunities, and challenges; and

**WHEREAS**, the resulting data was summarized into a Countywide Vision Report, which includes the Countywide Vision Statement, nine core vision elements, a set of shared values, and a collection of great examples that demonstrate innovative and collaborative solutions to critical issues; and

**WHEREAS**, on June 30, 2011, the County Board of Supervisors and the San Bernardino Associated Governments Board of Directors adopted the Countywide Vision Statement.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair does hereby adopt the following Countywide Vision Statement:

We envision a complete county that capitalizes on the diversity of its people, its geography, and its economy to create a broad range of choices for its residents in how they live, work, and play.

We envision a vibrant economy with a skilled workforce that attracts employers who seize the opportunities presented by the county's unique advantages and provide the jobs that create countywide prosperity.

We envision a sustainable system of high-quality education, community health, public safety, housing, retail, recreation, arts and culture, and infrastructure in which development complements our natural resources and environment.

We envision a model community that is governed in an open and ethical manner, where great ideas are replicated and brought to scale, and all sectors work collaboratively to reach shared goals.

From our valleys, across our mountains, and into our deserts, we envision a county that is a destination for visitors and a home for anyone seeking a sense of community and the best life has to offer.

**APPROVED AND ADOPTED** this XX day of XX, 2012.

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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. 12-2942 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, 2012, 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

**MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON MONDAY,  
MARCH 5, 2012, AT 8:34 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 8:34 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  
February 21, 2012.**

Moved by City Manager Starr, seconded by Council Member Ruh,  
and carried unanimously to approve the minutes of the Personnel  
Committee meeting of February 21, 2012.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**

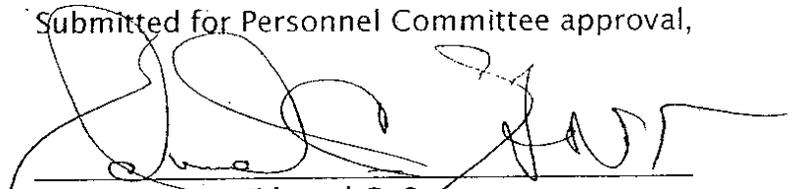
At 8:35 p.m., the Personnel Committee went into Closed Session  
regarding personnel matters related to appointments, resignations/  
terminations, and evaluations of employee performance.

At 9:02 p.m., the Personnel Committee returned from Closed Session.  
Mayor Eaton stated that no announcements would be made at this time.

**VI. ADJOURNMENT**

At 9:02 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**  
**February 29, 2012**

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**SCHEDULE 3:**

STATEMENT OF CASH AND INVESTMENT ACCOUNTS

**GRAPH**

CASH AND INVESTMENTS BY ACCOUNT

**CITY OF MONTCLAIR  
STATEMENTS OF COMPLIANCE WITH THE 2012 INVESTMENT POLICY  
AND  
INVESTMENT STRATEGY FOR MARCH 2012**

**February 29, 2012**

COMPLIANCE STATEMENT

As of February 29, 2012, the City had \$7,549,339 invested in long-term securities. This amount is 18.13 percent and is within the 50 percent limitation established in the 2012 investment policy.

As of February 29, 2012, the City had 80.59 percent of the total portfolio invested to mature within one year. This is more than the 15 percent minimum required by 2012 investment policy.

During February, the City was in compliance with the internal control procedures set forth in the 2012 Investment Policy.



Michael Piotrowski  
Senior Accountant

INVESTMENT STRATEGY FOR THE MONTH OF MARCH 2012

During March surplus moneys will be invested in the Local Agency Investment Fund and other investments authorized in the 2012 Investment Policy. The City has sufficient funds available to meet expenditures during the six month period ending August 31, 2012.

**CITY OF MONTCLAIR**  
**STATEMENT OF CASH AND INVESTMENTS BY FUND**  
**AS OF February 29, 2012**

<u>Fund</u>	<u>Beginning Balance</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Interfund Transfers</u>	<u>Ending Balance</u>
General Fund	\$20,109,421.54	\$2,585,216.45	\$2,865,522.46	(\$18,842,009.55)	\$987,105.98
Gas Tax Fund	\$2,979,145.12	\$119,766.74	\$177,687.00	(\$39,285.84)	\$2,881,939.02
Measure I Fund	\$715,929.73	\$44,675.50	\$6,493.67	\$42,768.51	\$796,880.07
Traffic Safety Fund	\$442,797.15	\$5,816.23	\$128.00	(\$201,360.37)	\$247,125.01
Automated Traffic Enforcement	(\$438,837.01)	\$0.00	\$0.00	\$438,837.01	\$0.00
Park Development Fund	\$508,371.85	\$3,616.53	\$58,904.36	(\$1,065.99)	\$452,018.03
C.D.B.G. Fund	\$733,544.17	\$0.00	\$0.00	(\$896,181.90)	(\$162,637.73)
Air Quality Improvement Trust Fund	\$79,288.84	\$11,787.46	\$4,078.48	\$0.00	\$86,997.82
Older American Fund	(\$7,733.17)	\$3,150.56	\$12,605.89	\$33.65	(\$17,154.85)
Forfeiture Fund - State	\$4,042.18	\$2.48	\$0.00	\$0.00	\$4,044.66
OCJP Grant Fund	(\$76,718.53)	\$0.00	\$0.00	\$0.00	(\$76,718.53)
SB 509 Public Safety Fund	(\$112,905.17)	\$17,530.00	\$61,373.97	(\$201.77)	(\$156,950.91)
Section 11489 Subfund	\$20,398.17	\$0.00	\$0.00	\$0.00	\$20,398.17
Federal Forfeiture Fund - Treasury	\$230.65	\$0.00	\$0.00	\$0.00	\$230.65
School Districts Grant Fund	(\$653,114.80)	\$32,000.00	\$10,574.14	(\$130.78)	(\$631,819.72)
State Supplemental Law Enforcement Fund	\$70,005.91	\$78,146.85	\$18,806.14	(\$2,200.69)	\$127,145.93
Local Law Enforcement Block Grant	\$115,150.43	\$0.00	\$0.00	\$0.00	\$115,150.43
Crime Prevention Fund	\$11,067.65	\$40.28	\$0.00	\$0.00	\$11,107.93
Recycling Grant	\$2,999.53	\$0.00	\$375.00	\$0.00	\$2,624.53
Human Services Grant Fund	\$565,520.31	\$297,621.97	\$148,461.53	\$17,910.46	\$732,591.21
California Nutrition Network Grant Fund	(\$39,383.74)	\$0.00	\$4,817.14	(\$46.80)	(\$44,247.68)
Human Services Special Revenue Grant	(\$15,103.29)	\$8,502.92	\$11,318.06	(\$19,466.66)	(\$37,385.09)
Fire Department Grants	\$0.00	\$0.00	\$0.00	\$8,995.00	\$8,995.00
Office of Traffic Safety Grant Fund	\$2,917.67	\$0.00	\$0.00	\$0.00	\$2,917.67
Paramedic Fund	(\$61,878.39)	\$16,125.04	\$16,285.94	(\$994.58)	(\$63,033.87)
Ramona Ave. Grade Separation	\$1,282,731.00	\$0.00	\$0.00	\$0.00	\$1,282,731.00
Monte Vista Ave. Grade Separation	(\$1,201,413.18)	\$0.00	\$0.00	\$0.00	(\$1,201,413.18)
Police Facility Capital Project	\$1,241,747.05	\$0.00	\$0.00	(\$1,268,841.50)	(\$27,094.45)
Senior/Youth Center Capital Projects	(\$2,888,943.18)	\$0.00	\$0.00	\$2,888,943.18	\$0.00
Parking Lot Expansion Capital Project	(\$1,360.76)	\$0.00	\$0.00	\$1,360.76	\$0.00
Capital Projects	\$349,533.84	\$94,208.49	(\$78.98)	\$22,249,478.83	\$22,693,300.14
Sewer Maintenance Fund	\$687,112.69	\$222,841.91	\$169,294.29	(\$121,126.59)	\$619,533.72
C.B.M.W.D. Agency	\$746,283.16	\$3,385.77	\$0.00	\$0.00	\$749,668.93
Equipment Replacement Fund	\$1,225,624.49	\$0.00	\$6,967.13	\$0.00	\$1,218,657.36
Infrastructure Fund	\$977,051.95	\$0.00	\$13,528.20	\$0.00	\$963,523.75
Employee Benefits Self-Ins. Fund	\$160,375.67	\$51,538.15	\$100,024.35	(\$15,608.01)	\$96,281.46
General Liab. Self-Insurance Fund	\$192,978.45	\$185.00	\$1,465.70	\$0.00	\$191,697.75
Contingency Fund	\$12,398,947.56	\$2,500.00	\$1,500,000.00	(\$4,238,399.45)	\$6,663,048.11
Refuse Fee Impound Fund	\$448,641.00	\$24,245.13	\$4,367.55	(\$1,406.92)	\$467,111.66
Youth Sponsorship Fund	\$86,291.24	\$0.00	\$0.00	\$0.00	\$86,291.24
City Facility Improvement Fund	(\$206,607.50)	\$0.00	\$0.00	\$0.00	(\$206,607.50)
<b>TOTALS</b>	<u>\$40,454,150.28</u>	<u>\$3,622,903.46</u>	<u>\$5,193,000.02</u>	<u>\$0.00</u>	<u>\$38,884,053.72</u>

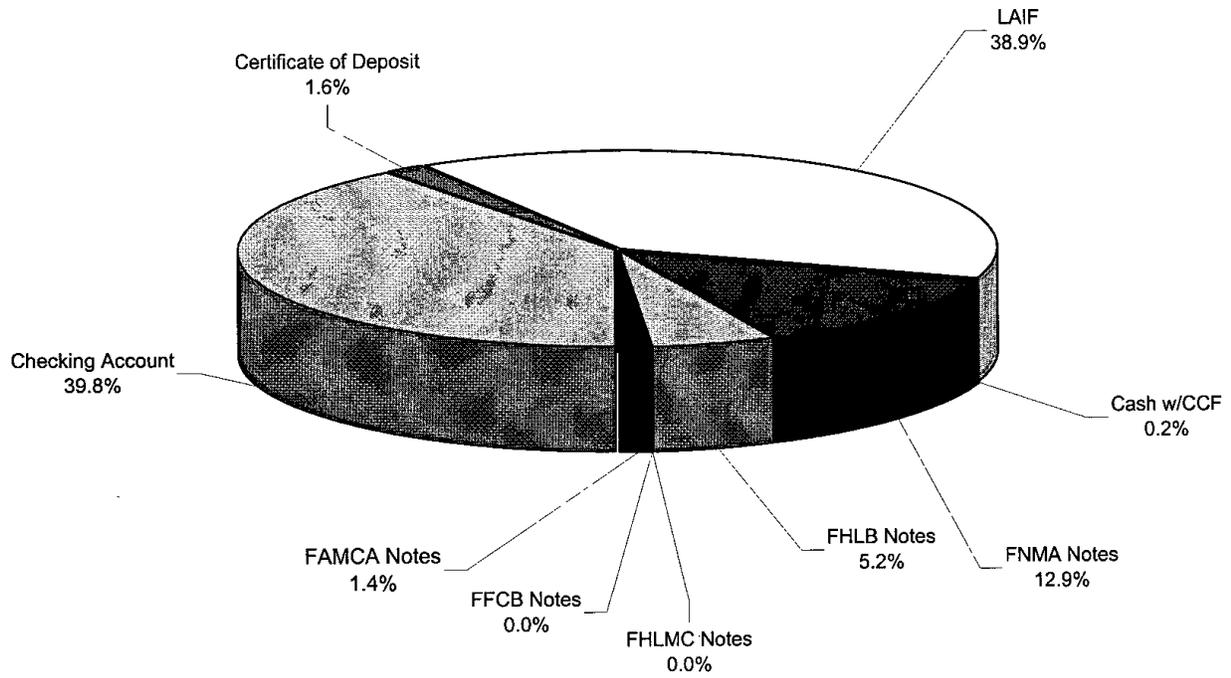
CITY OF MONTCLAIR  
STATEMENT OF CASH AND INVESTMENT ACCOUNTS  
AS OF February 29, 2012

	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%			\$ 15,488,442.56
<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)				0.390%	15,131,981.06	15,131,981.06	
Cash w/California Community Foundation				Unknown	86,291.24	86,291.24	
					\$ 15,846,272.30		\$ 15,846,272.30
<b>U.S. AGENCY SECURITIES (1 to 3 years)</b>							
FHLB	500,000	04/27/11	12/27/13	1.250%	501,120.00	500,000.00	
					\$ 501,120.00		\$ 500,000.00
<b>U.S. AGENCY SECURITIES (Over 3 Years)</b>							
FAMCA	550,000	04/14/11	2/3/2014	1.340%	558,589.73	549,338.86	
FHLB	500,000	06/27/11	03/27/15	1.300%	501,380.00	500,000.00	
FNMA	1,000,000	06/29/11	06/29/16	2.000%	1,005,350.00	1,000,000.00	
FNMA	1,000,000	07/19/11	07/19/16	2.125%	1,020,510.00	1,000,000.00	
FNMA	500,000	07/27/11	07/27/16	2.000%	502,845.00	500,000.00	
FHLB	500,000	08/10/11	08/10/16	1.000%	501,175.00	500,000.00	
FNMA	1,000,000	08/24/11	08/24/16	1.375%	1,003,580.00	1,000,000.00	
FHLB	500,000	08/25/11	08/25/16	1.000%	500,390.00	500,000.00	
FNMA	1,000,000	09/14/11	09/14/16	1.050%	1,003,060.00	1,000,000.00	
FNMA	500,000	09/28/11	09/28/16	1.000%	501,255.00	500,000.00	
					\$ 7,098,134.73		\$ 7,049,338.86
<b>TOTAL</b>							<b>\$ 38,884,053.72</b>

Current market values obtained from First Tennessee Bank.

**CITY OF MONTCLAIR  
CASH AND INVESTMENTS BY ACCOUNT  
February 29, 2012**

**Total Cash & Investments \$38,884,054**



**CITY OF MONTCLAIR AS SUCCESSOR TO  
THE REDEVELOPMENT AGENCY  
TREASURER'S REPORT  
FOR THE MONTH ENDING  
February 29, 2012**

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**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 AS SUCCESSOR TO  
THE REDEVELOPMENT AGENCY  
STATEMENT OF CASH AND INVESTMENTS BY FUND  
February 29, 2012**

**PROJECT AREA NO. I**

Low Income	\$	159,372.45		
Tax Increment		100,137.02		
Operating		<u>(19,555.85)</u>	\$	239,953.62

**PROJECT AREA NO. II**

Special Housing	\$	0.00		
Low Income		0.00		
Tax Increment		0.00		
Operating		<u>(3,921.33)</u>	\$	-3,921.33

**PROJECT AREA NO. III**

Low Income	\$	3,872,140.47		
Tax Increment		1,367,492.28		
Operating		<u>369,148.35</u>	\$	5,608,781.10

**PROJECT AREA NO. IV**

Low Income	\$	753,169.98		
Tax Increment		1,544,093.69		
Operating		<u>141,273.68</u>	\$	2,438,537.35

**PROJECT AREA NO. V**

Low Income	\$	2,843,672.86		
Tax Increment		4,802,263.70		
Operating		<u>1,012,846.06</u>	\$	8,658,782.62

**MISSION BLVD JOINT PROJECT**

Low-Moderate Housing	\$	499,567.06		
Tax Increment		484,918.25		
Operating		<u>36,774.33</u>	\$	<u>1,021,259.64</u>

**TOTAL CASH & INVESTMENTS BY FUND**

**\$ 17,963,393.00**

**CITY OF MONTCLAIR AS SUCCESSOR TO  
THE REDEVELOPMENT AGENCY  
STATEMENT OF CASH AND INVESTMENTS BY ACCOUNT  
February 29, 2012**

	<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%	\$ 13,463,821.09	\$ 13,463,821.09
<b>Cash and Investments</b>				
LAIF		0.39%	0.00	0.00
FNMA Note (Fund 2540)	09/20/13	1.000%	499,911.62	499,571.91
FHLEB Note (Fund 2350)	03/28/14	1.300%	500,415.00	500,000.00
FHLEB Note (Fund 2350)	03/28/14	1.250%	1,000,830.00	1,000,000.00
FHLMC Note (Fund 2540)	07/11/14	1.125%	501,245.00	500,000.00
FHLMC Note (Fund 2350)	01/09/15	0.850%	1,001,460.00	1,000,000.00
FHLMC Note (Fund 2540)	01/09/15	0.850%	1,001,460.00	1,000,000.00
<b>TOTAL CASH &amp; INVESTMENTS BY ACCOUNT</b>			<b>\$ 17,969,142.71</b>	<b>\$ 17,963,393.00</b>

**NHPH - Cash with Fiscal Agent as of 6/30/11**

Wells Fargo, 193-9320899 (RDA Revolving)	0.050%	89,046.36	\$	89,046.36
Wells Fargo, 193-9320881 (Housing Oper)	0.050%	16,971.90	\$	16,971.90

Current market values obtained from First Tennessee Bank.

**NOTE:**

Pursuant to the Successor Agency's 2012 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 Successor Agency has sufficient funds available to meet expenditures during the six-month period ending August 31, 2012.

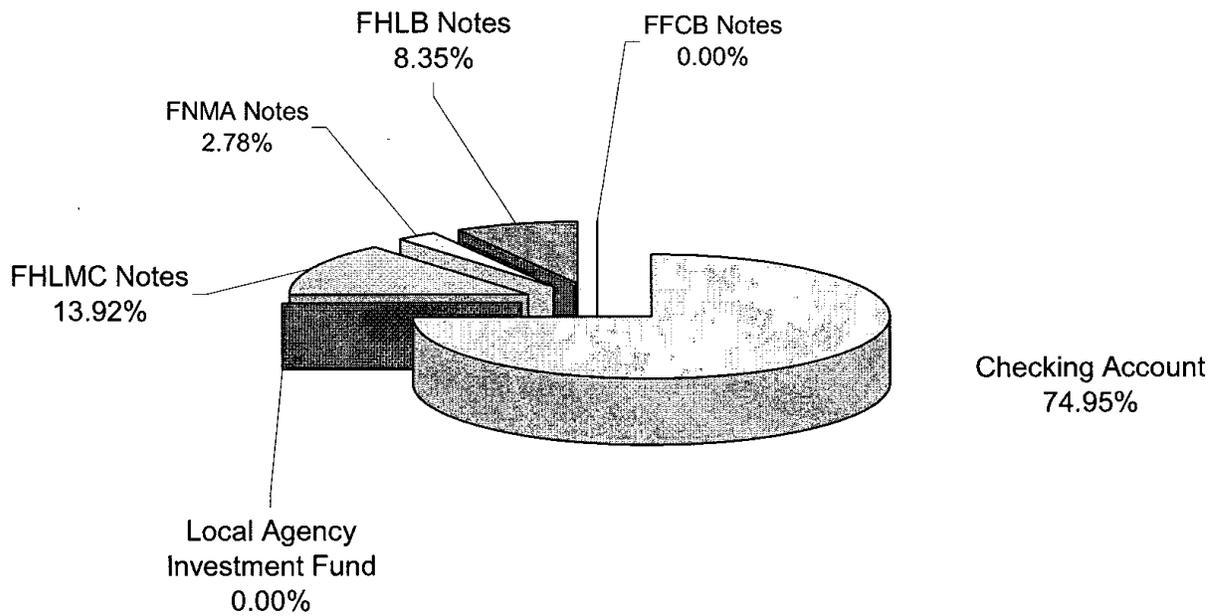
During February, the Successor Agency was in compliance with the internal control procedures set forth in the 2012 Investment Policy.



Michael Piotrowski  
Senior Accountant

**CITY OF MONTCLAIR AS SUCCESSOR TO THE REDEVELOPMENT AGENCY  
CASH AND INVESTMENTS BY ACCOUNT GRAPH  
February 29, 2012**

**Total Cash & Investments - \$17,963,393**



**CITY OF MONTCLAIR AS SUCCESSOR TO  
THE REDEVELOPMENT AGENCY  
WARRANT REGISTER  
FOR THE MONTH ENDING  
February 29, 2012**

City of Montclair  
Final Warrant Register  
Council Date 3/19/12  
Regular Warrants  
Checking Account: Successor to the RDA

	Warrants	Wire Transfers ****	Voided Checks	Electronic AP	Area Totals
Project Area I	2,564.01	0.00	0.00	0.00	<b>2,564.01</b>
Project Area II	0.00	0.00	0.00	0.00	<b>0.00</b>
Project Area III	656,914.44	0.00	0.00	0.00	<b>656,914.44</b>
Project Area IV	3,684.26	0.00	0.00	0.00	<b>3,684.26</b>
Project Area V	7,017.03	0.00	0.00	0.00	<b>7,017.03</b>
Project Area VI - Mission Blvd	2,500.00	0.00	0.00	0.00	<b>2,500.00</b>
	<u>672,679.74</u>	0.00	0.00	0.00	
<b>February 2012 Total</b>					<b><u>672,679.74</u></b>

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**Vice Chairperson Raft**

CITY OF MONTCLAIR  
FINAL WARRANT REGISTER  
COUNCIL DATE: March 19, 2012  
REGULAR WARRANTS  
CHECKING ACCOUNT: Successor Agency

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
2120	Project Area I Operating Fund	2,564.01
2320	Project Area III Operating Fun	22,379.01
2340	Project Area III Tax Increment	634,535.43
2420	Project Area IV Operating Fund	3,684.26
2511	Proj. Area V 2006A Bond Procee	45.64
2520	Project Area V Operating Fund	6,971.39
2620	Mission Blvd Operating Fund	2,500.00
	<b>Report Total:</b>	<b>672,679.74</b>

# Accounts Payable

## Voucher Register By Vendor Number



User: mpiotrowski  
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Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007360	Bank006	2340-4319-69020-400	2007A Tax Allocation Refunding Bonds	01/20/12	01/20/2012		02/16/2012	544,893.68	7360
	Bank of New York Trust Company								
007360	Bank006	2340-4319-69020-400	2007B Taxable Tax Allocation Bonds	01/20/12	01/20/2012		02/16/2012	89,641.75	7360
	Bank of New York Trust Company								
							Voucher: 007360	634,535.43	
007361	Best003	2320-0000-20010-202	Prof services rendered through 1/31/12	670854	02/06/2012		02/16/2012	15,953.82	7361
	Best Best & Krieger LLP								
							Voucher: 007361	15,953.82	
007362	Bond001	2120-0000-20010-202	Prep Continuing Disclosure Proj Area 1	41994-19,20,34,	02/01/2012		02/16/2012	2,500.00	7362
	Bondlogistix LLC								
007362	Bond001	2320-0000-20010-202	Prep Continuing Disclosure Proj Area 3	41994-19,20,34,	02/01/2012		02/16/2012	2,500.00	7362
	Bondlogistix LLC								
007362	Bond001	2420-0000-20010-202	Prep Continuing Disclosure Proj Area 4	41994-19,20,34,	02/01/2012		02/16/2012	2,500.00	7362
	Bondlogistix LLC								
007362	Bond001	2520-0000-20010-202	Prep Continuing Disclosure Proj Area 5	41994-19,20,34,	02/01/2012		02/16/2012	2,500.00	7362
	Bondlogistix LLC								
007362	Bond001	2520-0000-20010-202	Rating Change Notice December 2011	41994-19,20,34,	02/01/2012		02/16/2012	1,000.00	7362
	Bondlogistix LLC								
007362	Bond001	2620-0000-20010-202	Prep Continuing Disclosure Mission Blvd	41994-19,20,34,	02/01/2012		02/16/2012	2,500.00	7362
	Bondlogistix LLC								
							Voucher: 007362	13,500.00	
007363	Buch002	2520-0000-20010-202	4113 Kingsley chain with no parking sign	120101	01/04/2011		02/16/2012	50.00	7363
	Buchbinder Maintenance, Inc.								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
								Voucher: 007363	50.00
007364	Land012	2520-0000-20010-202	4113 Kingsley January 2012 service	4113/2/12	02/01/2012		02/16/2012	50.00	7364
			Landscape Maintenance Unlimite					Voucher: 007364	50.00
007365	Mont001	2320-0000-20010-202	Graffiti Abatement Jan 2012 Proj Area 3	Jan 2012	02/01/2012		02/16/2012	507.02	7365
007365	City of Montclair Mont001	2420-0000-20010-202	Graffiti Abatement Jan 2012 Proj Area 4	Jan 2012	02/01/2012		02/16/2012	650.81	7365
007365	City of Montclair Mont001	2520-0000-20010-202	Graffiti Abatement Jan 2012 Proj Area 5A	Jan 2012	02/01/2012		02/16/2012	2,202.14	7365
007365	City of Montclair Mont001	2520-0000-20010-202	Graffiti Abatement Jan 2012 Proj Area 5B	Jan 2012	02/01/2012		02/16/2012	401.08	7365
			City of Montclair					Voucher: 007365	3,761.05
007366	Mont063	2120-4319-52630-400	Rent for March 2012	Mar 2012	02/10/2012		02/16/2012	64.01	7366
007366	Mont063	2320-4319-52630-400	Rent for March 2012	Mar 2012	02/10/2012		02/16/2012	768.17	7366
007366	Mont063	2420-4319-52630-400	Rent for March 2012	Mar 2012	02/10/2012		02/16/2012	533.45	7366
007366	Mont063	2520-4319-52630-400	Rent for March 2012	Mar 2012	02/10/2012		02/16/2012	768.17	7366
								Voucher: 007366	2,133.80
007367	Sout018	2511-4319-60020-400	4397 Kingsley - 01/11/12 - 02/09/12	2-29-179-2315	02/15/2012		02/16/2012	22.09	7367
007367	Sout018	2511-4319-60020-400	4425 Bonnie Brae - 01/16/12 - 02/14/12	2-29-667-9806	02/15/2012		02/16/2012	23.55	7367
			Southern California Edison Co					Voucher: 007367	45.64

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007368	Sout023	2320-0000-20010-202	Maint January 2012 Foundation Area 11	16782	01/31/2012		02/16/2012	2,650.00	7368
			Southern California Landscape						
							Voucher: 007368	2,650.00	
							Report Total:	672,679.74	

**CITY OF MONTCLAIR  
HOUSING CORPORATION  
TREASURER'S REPORT**

**FOR THE MONTH ENDING**

**February 29, 2012**

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**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  
February 29, 2012**

	<u>Interest Rate</u>	<u>Amount</u>
<b>Checking Account</b>		
Wells Fargo, 0654-893023	0.05%	\$ 1,317,442.20
<b>Cash and Investments</b>		
LAIF	0.39%	\$ <u>1,570,853.92</u>
<b>TOTAL CASH &amp; INVESTMENTS BY ACCOUNT</b>		<b>\$ <u><u>2,888,296.12</u></u></b>

**NOTE:**

Pursuant to the Corporation's 2012 Investment Policy, all moneys are invested in banks, the Local Agency Investment Fund, and in securities with maturities of no greater than three years.

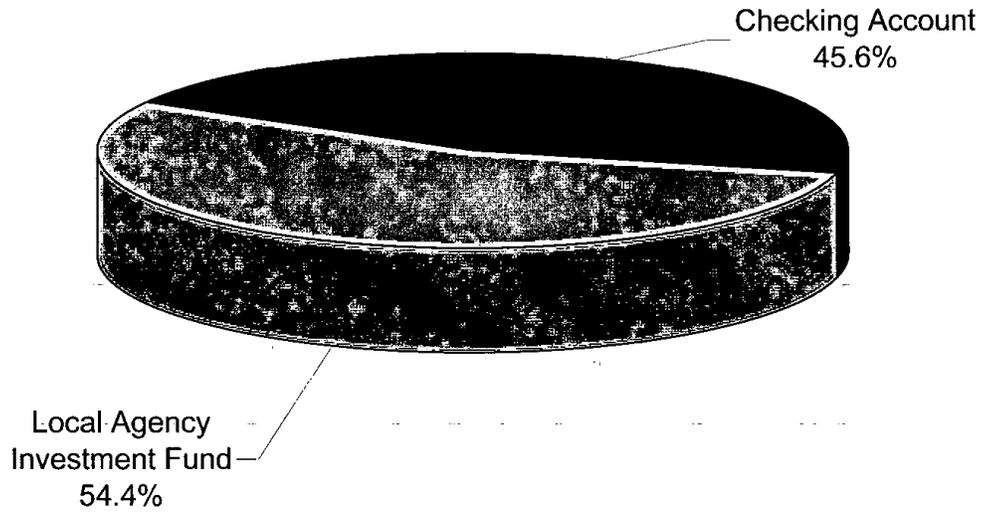
The Corporation has sufficient funds available to meet expenditures during the six-month period ending August 31, 2012.

During February 2012, the Corporation was in compliance with the internal control procedures set forth in the 2012 Investment Policy.

  
 Janet Kulbeck  
 Junior Accountant

**CITY OF MONTCLAIR  
HOUSING CORPORATION  
CASH AND INVESTMENTS BY ACCOUNT GRAPH  
February 29, 2012**

**Total Cash & Investments - \$2,888,296**



**CITY OF MONTCLAIR  
HOUSING CORPORATION  
WARRANT REGISTER  
FOR THE MONTH ENDING  
February 29, 2012**

CITY OF MONTCLAIR  
FINAL WARRANT REGISTER  
COUNCIL DATE: March 19, 2012  
REGULAR WARRANTS  
CHECKING ACCOUNT: MHC

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
3001	General Fund	49,863.57
	<b>Report Total:</b>	<b>49,863.57</b>

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Carolyn Raft - Vice Chairperson

# Accounts Payable

## Voucher Register By Vendor Number



User: mpiotrowski  
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Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003094	Land012	3001-1001-56100-400	10079 Central-Jan 2012	10079/2/12	02/01/2012		02/09/2012	115.00	3094
		Landscape Maintenance Unlimite							
003094	Land012	3001-1002-56100-400	10087 Central-Jan 2012	10087/2/12	02/01/2012		02/09/2012	120.00	3094
		Landscape Maintenance Unlimite							
003094	Land012	3001-1009-56100-400	10215 Central-Jan 2012	10215/2/12	02/01/2012		02/09/2012	160.00	3094
		Landscape Maintenance Unlimite							
003094	Land012	3001-1004-56100-400	10235 Central-Jan 2012, gopher	10235/2/12	02/01/2012		02/09/2012	195.00	3094
		Landscape Maintenance Unlimite							
003094	Land012	3001-1013-56100-400	10291 Greenwood-Jan 2012	10291/2/12	02/01/2012		02/09/2012	125.00	3094
		Landscape Maintenance Unlimite							
003094	Land012	3001-2003-56100-400	10313 Amherst-Jan 2012	10313/2/12	02/01/2012		02/09/2012	155.00	3094
		Landscape Maintenance Unlimite							
003094	Land012	3001-2001-56100-400	10323 Amherst-Jan 2012	10323/2/12	02/01/2012		02/09/2012	155.00	3094
		Landscape Maintenance Unlimite							
003094	Land012	3001-2007-56100-400	10330 Amherst-Jan 2012	10330/2/12	02/01/2012		02/09/2012	150.00	3094
		Landscape Maintenance Unlimite							
003094	Land012	3001-2002-56100-400	10333 Amherst-Jan 2012	10333/2/12	02/01/2012		02/09/2012	155.00	3094
		Landscape Maintenance Unlimite							
003094	Land012	3001-2009-56100-400	10333 Pradera-Jan 2012	10333P/2/12	02/01/2012		02/09/2012	75.00	3094
		Landscape Maintenance Unlimite							
003094	Land012	3001-2006-56100-400	10380 Amherst-Jan 2012	10380/2/12	02/01/2012		02/09/2012	150.00	3094
		Landscape Maintenance Unlimite							
003094	Land012	3001-2010-56100-400	10380 Pradera-Jan 2012	10380P/2/12	02/01/2012		02/09/2012	37.50	3094
		Landscape Maintenance Unlimite							
003094	Land012	3001-2011-56100-400	10390 Pradera-Jan 2012	10380P/2/12	02/01/2012		02/09/2012	37.50	3094
		Landscape Maintenance Unlimite							
003094	Land012	3001-2004-56100-400	10383 Amherst-Jan 2012	10383/2/12	02/01/2012		02/09/2012	155.00	3094
		Landscape Maintenance Unlimite							
003094	Land012	3001-2008-56100-400	10390 Amherst-Jan 2012	10390/2/12	02/01/2012		02/09/2012	150.00	3094
		Landscape Maintenance Unlimite							
003094	Land012	3001-2005-56100-400	10410 Amherst-Jan 2012	10410/2/12	02/01/2012		02/09/2012	150.00	3094
		Landscape Maintenance Unlimite							
003094	Land012	3001-2030-56100-400	4275 Kingsley-Jan 2012	4275/2/12	02/01/2012		02/09/2012	155.00	3094
		Landscape Maintenance Unlimite							

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003094	Land012	3001-3001-56100-400	4811 Canoga-Jan 2012	4811/2/12	02/01/2012		02/09/2012	100.00	3094
	Landscape Maintenance Unlimite								
003094	Land012	3001-3001-56100-400	4820 Canoga-Jan 2012	4820/2/12	02/01/2012		02/09/2012	175.00	3094
	Landscape Maintenance Unlimite								
003094	Land012	3001-1011-56100-400	5225 Palo Verde-Jan 2012	5225/2/12	02/01/2012		02/09/2012	125.00	3094
	Landscape Maintenance Unlimite								
003094	Land012	3001-1005-56100-400	5290 Orchard-Jan 2012, gopher	5290/2/12	02/01/2012		02/09/2012	155.00	3094
	Landscape Maintenance Unlimite								
003094	Land012	3001-1502-56100-400	9010 Fremont-Jan 2012, gopher	9010/2/12	02/01/2012		02/09/2012	115.00	3094
	Landscape Maintenance Unlimite								
003094	Land012	3001-1501-56100-400	9448 Carrillo-Jan 2012	9448/2/12	02/01/2012		02/09/2012	70.00	3094
	Landscape Maintenance Unlimite								
003094	Land012	3001-1014-56100-400	9644 Central-Jan 2012	9644/2/12	02/01/2012		02/09/2012	125.00	3094
	Landscape Maintenance Unlimite								
003094	Land012	3001-1006-56100-400	9741 Central-Jan 2012	9741/2/12	02/01/2012		02/09/2012	115.00	3094
	Landscape Maintenance Unlimite								
003094	Land012	3001-1007-56100-400	9751 Central-Jan 2012	9751/2/12	02/01/2012		02/09/2012	115.00	3094
	Landscape Maintenance Unlimite								
003094	Land012	3001-1008-56100-400	9761 Central-Jan 2012	9761/2/12	02/01/2012		02/09/2012	115.00	3094
	Landscape Maintenance Unlimite								
003094	Land012	3001-1003-56100-400	9815 Central-Dec 2012, fertilizer	9815/1/12	02/01/2012		02/09/2012	165.00	3094
	Landscape Maintenance Unlimite								
003094	Land012	3001-1003-56100-400	9815 Central-Jan 2012, gopher	9815/2/12	02/01/2012		02/09/2012	170.00	3094
	Landscape Maintenance Unlimite								
003094	Land012	3001-1010-56100-400	9945 Central-Jan 2012	9945/2/12	02/01/2012		02/09/2012	75.00	3094
	Landscape Maintenance Unlimite								
003094	Land012	3001-1015-56100-400	9963 Central-Jan 2012	9963/2/12	02/01/2012		02/09/2012	125.00	3094
	Landscape Maintenance Unlimite								
							Voucher: 003094	3,985.00	
003095	Grec003	3001-2030-56170-400	4275 Kingsley-wall panels installed	021412	02/14/2012		02/16/2012	2,725.00	3095
	Grecian Marble-Onyx								
							Voucher: 003095	2,725.00	
003096	Mont002	3001-2010-56020-400	10380 Pradera-120111-013112	010822 02/12	02/01/2012		02/16/2012	338.64	3096
	City of Montclair								
003096	Mont002	3001-2011-56020-400	10390 Pradera-120111-013112	010824 02/12	02/01/2012		02/16/2012	338.64	3096
	City of Montclair								
003096	Mont002	3001-2030-56020-400	4275 Kingsley-120111-013112	010825 02/12	02/01/2012		02/16/2012	338.64	3096
	City of Montclair								
003096	Mont002	3001-2002-56020-400	10333 Amherst-120111-013112	010827 02/12	02/01/2012		02/16/2012	338.64	3096
	City of Montclair								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003096	Mont002	3001-3001-56020-400	4820 Canoga-120111-013112	010828 02/12	02/01/2012		02/16/2012	592.62	3096
	City of Montclair								
003096	Mont002	3001-3001-56020-400	4820 Canoga-120111-013112	010829 02/12	02/01/2012		02/16/2012	592.62	3096
	City of Montclair								
003096	Mont002	3001-3001-56020-400	4811 Canoga-120111-013112	010830 02/12	02/01/2012		02/16/2012	592.62	3096
	City of Montclair								
003096	Mont002	3001-3001-56020-400	4811 Canoga-120111-013112	010831 02/12	02/01/2012		02/16/2012	592.62	3096
	City of Montclair								
003096	Mont002	3001-2004-56020-400	10383 Amherst-120111-013112	012600 02/12	02/01/2012		02/16/2012	338.64	3096
	City of Montclair								
003096	Mont002	3001-2003-56020-400	10313 Amherst-120111-013112	012601 02/12	02/01/2012		02/16/2012	338.64	3096
	City of Montclair								
003096	Mont002	3001-1009-56020-400	10215 Central-120111-013112	013293 02/12	02/01/2012		02/16/2012	84.66	3096
	City of Montclair								
003096	Mont002	3001-2020-56020-400	4791 Canoga-120111-013112	013386 02/12	02/01/2012		02/16/2012	338.64	3096
	City of Montclair								
003096	Mont002	3001-1013-56020-400	10291 Greenwood-120111-013112	013555 02/12	02/01/2012		02/16/2012	84.66	3096
	City of Montclair								
003096	Mont002	3001-2006-56020-400	10380 Amherst-120111-013112	013584 02/12	02/01/2012		02/16/2012	338.64	3096
	City of Montclair								
003096	Mont002	3001-2007-56020-400	10330 Amherst-120111-013112	013961 02/12	02/01/2012		02/16/2012	338.64	3096
	City of Montclair								
003096	Mont002	3001-2004-56020-400	10390 Amherst-120111-013112	017175 02/12	02/01/2012		02/16/2012	338.64	3096
	City of Montclair								
003096	Mont002	3001-2009-56020-400	10333 Pradera-120111-013112	047446 02/12	02/01/2012		02/16/2012	338.64	3096
	City of Montclair								
							Voucher: 003096	6,264.84	
003097	Mont074	3001-1004-56020-400	10235 Central-120511-020412	05511605 0212	02/04/2012		02/16/2012	517.21	3097
	Monte Vista Water District								
003097	Mont074	3001-1009-56020-400	10215 Central-120511-020412	05512008 0212	02/04/2012		02/16/2012	76.34	3097
	Monte Vista Water District								
003097	Mont074	3001-1013-56020-400	10291 Greenwood-120311-020312	06201005 0212	02/03/2012		02/16/2012	355.40	3097
	Monte Vista Water District								
							Voucher: 003097	948.95	
003098	Sout018	3001-3001-56020-400	4820 Canoga-011212-021012	2024289988 0212	02/11/2012		02/16/2012	22.16	3098
	Southern California Edison Co								
003098	Sout018	3001-3001-56020-400	4820 Canoga-011212-021012	2038187969 0212	02/11/2012		02/16/2012	299.16	3098
	Southern California Edison Co								
003098	Sout018	3001-3001-56020-400	4811 Canoga-011212-021012	2038188173 0212	02/11/2012		02/16/2012	194.22	3098
	Southern California Edison Co								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003098	Sout018	3001-2010-56020-400	10380 Pradera-011112-020912	2185722790 0212	02/10/2012		02/16/2012	26.55	3098
	Southern California Edison Co								
003098	Sout018	3001-2011-56020-400	10390 Pradera-011112-020912	2185722824 0212	02/10/2012		02/16/2012	50.81	3098
	Southern California Edison Co								
003098	Sout018	3001-2006-56020-400	10380 Amherst-011112-020912	2315790089 0212	02/10/2012		02/16/2012	48.91	3098
	Southern California Edison Co								
003098	Sout018	3001-2005-56020-400	10410 Amherst-011112-020912	2315792325 0212	02/10/2012		02/16/2012	39.26	3098
	Southern California Edison Co								
003098	Sout018	3001-2006-56020-400	10380 Amherst-011112-020912	2315959668 0212	02/14/2012		02/16/2012	37.10	3098
	Southern California Edison Co								
003098	Sout018	3001-2007-56020-400	10330 Amherst-011112-020912	2315959668 0212	02/14/2012		02/16/2012	31.87	3098
	Southern California Edison Co								
003098	Sout018	3001-1017-56020-400	5444 1/2 Palo Verde-011312-021312	2336647847 0212	02/14/2012		02/16/2012	7.01	3098
	Southern California Edison Co								
003098	Sout018	3001-1017-56020-400	5444 Palo Verde011112-020912	2337387070 0212	02/14/2012		02/16/2012	2.83	3098
	Southern California Edison Co								
								759.88	
Voucher: 003098									
003099	Mont001	3001-0000-00010-101	Reimb City for 02/02/12 MHC PR	020212 PR	02/02/2012		02/29/2012	6,209.23	3099
	City of Montclair								
003099	Mont001	3001-0000-00010-101	Reimb City for 02/16/12 MHC PR	021612 PR	02/16/2012		02/29/2012	7,942.92	3099
	City of Montclair								
								14,152.15	
Voucher: 003099									
003100	mont074	3001-2010-56020-400	10380 Pradera-120511-020612	06704405 02/12	02/06/2012		02/29/2012	199.47	3100
	Monte Vista Water District								
003100	mont074	3001-2011-56020-400	10390 Pradera-120511-020612	06704505 02/12	02/06/2012		02/29/2012	183.35	3100
	Monte Vista Water District								
003100	mont074	3001-2009-56020-400	10333 Pradera-120511-020612	06705404 02/12	02/06/2012		02/29/2012	145.05	3100
	Monte Vista Water District								
003100	mont074	3001-2030-56020-400	4275 Kingsley-120511-020612	06708102 02/12	02/06/2012		02/29/2012	179.31	3100
	Monte Vista Water District								
003100	mont074	3001-2007-56020-400	10330 Amherst-120511-020612	06708202 02/12	02/06/2012		02/29/2012	203.50	3100
	Monte Vista Water District								
003100	mont074	3001-2006-56020-400	10380 Amherst-120511-020612	06708703 02/12	02/06/2012		02/29/2012	249.86	3100
	Monte Vista Water District								
003100	mont074	3001-2008-56020-400	10390 Amherst-120511-020612	06708805 02/12	02/06/2012		02/29/2012	161.18	3100
	Monte Vista Water District								
003100	mont074	3001-2005-56020-400	10410 Amherst-120511-020612	06711505 02/12	02/06/2012		02/29/2012	320.40	3100
	Monte Vista Water District								
003100	mont074	3001-2004-56020-400	10383 Amherst-120511-020612	06713506 02/12	02/06/2012		02/29/2012	215.59	3100
	Monte Vista Water District								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003100	mont074	3001-2002-56020-400	10333 Amherst-120511-020612	06714001	02/12	02/06/2012	02/29/2012	316.16	3100
	Monte Vista Water District								
003100	mont074	3001-2001-56020-400	10323 Amherst-120511-020612	06714105	02/12	02/06/2012	02/29/2012	175.28	3100
	Monte Vista Water District								
003100	mont074	3001-2003-56020-400	10313 Amherst-120511-020612	06714206	02/12	02/06/2012	02/29/2012	237.76	3100
	Monte Vista Water District								
003100	mont074	3001-2020-56020-400	4791 Canoga-120511-020612	06912003	02/12	02/06/2012	02/29/2012	249.86	3100
	Monte Vista Water District								
003100	mont074	3001-3001-56020-400	4820 Canoga-120511-020612	07001602	02/12	02/06/2012	02/29/2012	348.61	3100
	Monte Vista Water District								
003100	mont074	3001-3001-56020-400	4820 Canoga-120511-020612	07001802	02/12	02/06/2012	02/29/2012	195.44	3100
	Monte Vista Water District								
003100	mont074	3001-3001-56020-400	4811 Canoga-120511-020612	07002002	02/12	02/06/2012	02/29/2012	253.90	3100
	Monte Vista Water District								
003100	mont074	3001-3001-56020-400	4811 Canoga-120511-020612	07002202	02/12	02/06/2012	02/29/2012	191.41	3100
	Monte Vista Water District								
								3,826.13	
Voucher: 003100									
003101	SBCTx001	3001-1502-56100-400	9010 Fremont-Parcel 1008-163-10-0-000	110887150		02/29/2012	02/29/2012	1,280.76	3101
	SBC Tax Collector								
003101	SBCTx001	3001-1501-56100-400	9448 Carrillo-Parcel 1008-352-15-0-000	110887184		02/29/2012	02/29/2012	800.49	3101
	SBC Tax Collector								
003101	SBCTx001	3001-1017-56100-400	5444 Palo Verde-Parcel 1008-383-16-0-000	110887185		02/29/2012	02/29/2012	843.69	3101
	SBC Tax Collector								
003101	SBCTx001	3001-1011-56100-400	5225 Palo Verde-Parcel 1008-622-30-0-000	110887252		02/29/2012	02/29/2012	1,013.95	3101
	SBC Tax Collector								
003101	SBCTx001	3001-1014-56100-400	9644 Central-Parcel 1008-622-49-0-000	110887255		02/29/2012	02/29/2012	960.57	3101
	SBC Tax Collector								
003101	SBCTx001	3001-1013-56100-400	10291 Greenwood-Parcel 1009-442-10-0-000	110887409		02/29/2012	02/29/2012	800.49	3101
	SBC Tax Collector								
003101	SBCTx001	3001-1008-56100-400	9761 Central-Parcel 1010-054-04-0-000	110887474		02/29/2012	02/29/2012	800.49	3101
	SBC Tax Collector								
003101	SBCTx001	3001-1007-56100-400	9751 Central-Parcel 1010-054-05-0-000	110887475		02/29/2012	02/29/2012	800.49	3101
	SBC Tax Collector								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003101	SBCTx001	3001-1006-56100-400	9741 Central-Parcel 1010-054-06-0-000	110887476	02/29/2012		02/29/2012	800.49	3101
	SBC Tax Collector								
003101	SBCTx001	3001-1003-56100-400	9815 Central-Parcel 1010-061-15-0-000	110887477	02/29/2012		02/29/2012	800.49	3101
	SBC Tax Collector								
003101	SBCTx001	3001-1015-56100-400	9963 Central-Parcel 1010-271-05-0-000	110887524	02/29/2012		02/29/2012	960.57	3101
	SBC Tax Collector								
003101	SBCTx001	3001-1010-56100-400	9945 Central-Parcel 1010-271-07-0-000	110887525	02/29/2012		02/29/2012	960.57	3101
	SBC Tax Collector								
003101	SBCTx001	3001-1002-56100-400	10087 Central-Parcel 1010-281-08-0-000	110887529	02/29/2012		02/29/2012	960.57	3101
	SBC Tax Collector								
003101	SBCTx001	3001-1001-56100-400	10079 Central-Parcel 1010-281-09-0-000	110887530	02/29/2012		02/29/2012	960.57	3101
	SBC Tax Collector								
003101	SBCTx001	3001-1005-56100-400	5290 Orchard-Parcel 1010-295-06-0-000	110887538	02/29/2012		02/29/2012	1,174.03	3101
	SBC Tax Collector								
003101	SBCTx001	3001-1016-56100-400	9916 Central-Parcel 1010-302-12-0-000	110887540	02/29/2012		02/29/2012	1,067.30	3101
	SBC Tax Collector								
003101	SBCTx001	3001-1004-56100-400	10235 Central-Parcel 1010-281-08-0-000	110887556	02/29/2012		02/29/2012	853.84	3101
	SBC Tax Collector								
003101	SBCTx001	3001-1009-56100-400	10215 Central-Parcel 1010-281-08-0-000	110887557	02/29/2012		02/29/2012	853.84	3101
	SBC Tax Collector								
								16,693.20	
Voucher: 003101									
003102	sout021	3001-3001-56020-400	4811 Canoga-011312-021312	15782395006 02	02/15/2012		02/29/2012	219.56	3102
	Southern California Gas Co								
003102	sout021	3001-3001-56020-400	4820 Canoga-011312-021312	18932395009 02	02/15/2012		02/29/2012	243.83	3102
	Southern California Gas Co								
003102	sout021	3001-2008-56020-400	10390 Amherst-011312-021412	19572389179 02	02/16/2012		02/29/2012	45.03	3102
	Southern California Gas Co								
								508.42	
Voucher: 003102									

**Voucher Vendor No/Name Account Number      Description      Inv No      Inv Date PO      Pmt Date      Amount      Check**

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Report Total:

49,863.57