

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

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

January 17, 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/RDA/MHC meetings are now available in audio format on the City's website at [www.ci.montclair.ca.us](http://www.ci.montclair.ca.us) and can be accessed the day following the meeting after 10:00 a.m.*

Page No.

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

**II. INVOCATION**

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

**III. PLEDGE OF ALLEGIANCE**

**IV. ROLL CALL**

**V. PRESENTATIONS**

- A. Introduction of New Employee
- B. Presentation of Military Banners to Montclair Servicemen Who Have Completed Their Military Service

**VI. PUBLIC COMMENT**

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

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

**VII. PUBLIC HEARINGS**

- A. Consider Adoption of Resolution No. 12-2935 Establishing Community Facilities District No. 2011-2 (Arrow Station), County of San Bernardino, State of California, and the Boundaries Thereof [CC]

Consider Adoption of Resolution No. 12-2936 Calling a Special Election and Submitting to the Voters of Community Facilities District No. 2011-2 (Arrow Station) a Proposition With Respect to the Annual Levy of Special Taxes Within Said Community Facilities District to Pay the Costs of Certain Services to Be Provided by the Community Facilities District and a Proposition With Respect to Establishing an Appropriations Limit for Said Community Facilities District [CC]

Consider Adoption of Resolution No. 12-2937 Declaring the Results of the Special Election for Community Facilities District No. 2011-2 (Arrow Station), County of San Bernardino, State of California, on the Propositions With Respect to (I) the Annual Levy of Special Taxes to Pay the Costs of Certain Services to Be Provided By the Community Facilities District; and (II) Establishing an Appropriations Limit [CC]

First Reading - Consider Adoption of Ordinance No. 12-927 Levying Special Taxes to Be Collected During Fiscal Year 2012-13 to Pay the Annual Costs of the Maintenance and Lighting of Parks, Parkways, Streets, Roads, and Open Space; the Operation and Maintenance of Bio-Retention Basins and Storm Drainage Systems; and Public Safety Services Including Fire Protection and Suppression Services and Police Protection With Respect to Community Facilities District No. 2011-2 (Arrow Station) [CC]

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**VIII. CONSENT CALENDAR**

- A. Approval of Minutes

- 1. Minutes of the Regular Joint Council/Agency Board/MHC Board Meeting of January 3, 2012 [CC/RDA/MHC]

- B. Administrative Reports

- 1. Consider Receiving and Filing of Treasurer's Report [CC] 31
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7. Consider Authorization to Receive a \$10,000 Donation From Montclair Hospital Medical Center for Purchase of Specialized Emergency Medical Services Equipment and/or Supplies [CC]	37
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<b>X. RESPONSE - None</b>	
<b>XI. COMMUNICATIONS</b>	
A. City Attorney/Agency Counsel	
1. Closed Session Pursuant to Government Code Section 54957.6 Regarding Conference With Designated Labor Negotiator Edward C. Starr	
Agency: City of Montclair	
Employee Organizations: Management Montclair Fire Fighters Association Montclair Police Officers Association San Bernardino Public Employees Assn.	
2. Closed Session Pursuant to Government Code Section 54956.9(a) Regarding Pending Litigation	
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- B. City Manager/Executive Director
- C. Mayor/Chairman
- D. Council/Agency Board
- E. Committee Meeting Minutes *(for informational purposes only)*
  - 1. Minutes of the Code Enforcement Committee Meeting of December 19, 2011 78
  - 2. Minutes of the Personnel Committee Meeting of January 3, 2012 82
- XII. **ADJOURNMENT OF REDEVELOPMENT AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS**

*(At this time, the City Council will meet in Closed Session regarding labor negotiations and pending litigation.)*
- XIII. **CLOSED SESSION ANNOUNCEMENTS**
- XIV. **ADJOURNMENT OF CITY COUNCIL**

*The next regularly scheduled City Council, Redevelopment Agency, and Montclair Housing Corporation meetings will be held on Monday, February 6, 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, 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 January 12, 2012.*

## AGENDA REPORT

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**SUBJECT:** CONSIDER ADOPTION OF RESOLUTION NO. 12-2935  
ESTABLISHING COMMUNITY FACILITIES DISTRICT  
NO. 2011-2 (ARROW STATION), COUNTY OF  
SAN BERNARDINO, STATE OF CALIFORNIA, AND,  
THE BOUNDARIES THEREOF

**DATE:** January 17, 2012

**SECTION:** PUBLIC HEARINGS

**ITEM NO.:** A

CONSIDER ADOPTION OF RESOLUTION NO. 12-2936  
CALLING A SPECIAL ELECTION AND SUBMITTING TO  
THE VOTERS OF COMMUNITY FACILITIES DISTRICT  
NO. 2011-2 (ARROW STATION) A PROPOSITION  
WITH RESPECT TO THE ANNUAL LEVY OF SPECIAL  
TAXES WITHIN SAID COMMUNITY FACILITIES  
DISTRICT TO PAY THE COSTS OF CERTAIN SERVICES  
TO BE PROVIDED BY THE COMMUNITY FACILITIES  
DISTRICT AND A PROPOSITION WITH RESPECT TO  
ESTABLISHING AN APPROPRIATIONS LIMIT FOR SAID  
COMMUNITY FACILITIES DISTRICT

**FILE I.D.:** CFD050

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

CONSIDER ADOPTION OF RESOLUTION NO. 12-2937  
DECLARING THE RESULTS OF THE SPECIAL ELECTION  
FOR COMMUNITY FACILITIES DISTRICT NO. 2011-2  
(ARROW STATION), COUNTY OF SAN BERNARDINO,  
STATE OF CALIFORNIA, ON THE PROPOSITIONS WITH  
RESPECT TO (I) THE ANNUAL LEVY OF SPECIAL TAXES  
TO PAY THE COSTS OF CERTAIN SERVICES TO BE  
PROVIDED BY THE COMMUNITY FACILITIES DISTRICT;  
AND (II) ESTABLISHING AN APPROPRIATIONS LIMIT

CONSIDER ADOPTION OF ORDINANCE NO. 12-927  
LEVYING SPECIAL TAXES TO BE COLLECTED DURING  
FISCAL YEAR 2012-13 TO PAY THE ANNUAL COSTS  
OF THE MAINTENANCE AND LIGHTING OF PARKS,  
PARKWAYS, STREETS, ROADS, AND OPEN SPACE; THE  
OPERATION AND MAINTENANCE OF BIO-RETENTION  
BASINS AND STORM DRAINAGE SYSTEMS; AND PUBLIC  
SAFETY SERVICES INCLUDING FIRE PROTECTION AND  
SUPPRESSION SERVICES AND POLICE PROTECTION  
WITH RESPECT TO COMMUNITY FACILITIES DISTRICT  
NO. 2011 2 (ARROW STATION)

FIRST READING

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**REASON FOR CONSIDERATION:** At the December 5, 2011 meeting of the City Council, the Council adopted a Resolution of Intent to form Community Facilities District (CFD) No. 2011-2. The Resolution set January 17, 2012, as the date to conduct the public hearing and election regarding implementation of the proposed CFD for the Arrow Station Project located within the boundaries of the North Montclair Downtown Specific Plan.

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Prepared by:

*M. STAATS*

Reviewed and  
Approved by:

*M. STAATS*

Proofed by:

*Yvonne Smith*

Presented by:

*James A. Hunt*

As the City Council knows, the formation of community facilities districts has been proposed by staff for projects within the North Montclair Downtown Specific Plan because the Plan contains a variety of public improvements, such as parks, public open space, and median islands. The City is responsible for seeing that these public improvements are constructed and maintained after construction. It is beyond the capabilities of the City General Fund to finance these improvements and their maintenance. Therefore, the City Council is considering formation of a community facilities district as a method to finance certain maintenance and public safety costs. Community Facilities District No. 2011-2 would be the second district implemented in North Montclair and the City. The district would be located on the property owned by Arrow Station, LLC. (Hutton Development) This site, located on the north side of Arrow Highway directly east of the Southern California Edison substation, is anticipated to be the second residential project developed as a part of the North Montclair Downtown Specific Plan. It is the location of the former Western Rock plant.

**BACKGROUND:** Developments within the North Montclair Downtown Specific Plan area will contain a variety of public improvements that will require maintenance. In addition, public safety protection costs will be increased by new development. The City General Fund is not in a position to support the additional maintenance costs and public safety costs associated with new development. Therefore, staff has proposed that the City Council consider establishing a Mello-Roos Community Facility District to support certain costs related to development within North Montclair Downtown Specific Plan area. A description of the proposed CFD and the process to adopt and implement a CFD will be described below.

### **Proposed CFD 2011-2**

A Mello-Roos Community Facilities District is authorized to provide for the construction and maintenance of public improvements and services. However, the CFD proposed for the Arrow Station Project would only finance maintenance costs of certain public improvements and certain costs for public safety. A community facilities district cannot be formed without a two-thirds majority vote of the residents living within the proposed boundaries of the district. If there are fewer than 12 residents, the vote is conducted among current property owners. The district may include a single property owner, which is the case with the Arrow Station Project where Arrow Station MGP, LLC., is the only property owner.

A document called the "City of Montclair Community Facilities District No. 2011-2" (Report) is included in the agenda packet for review by the City Council. This Report estimates the cost of the proposed CFD and describes the proposed rate and method of apportionment of the special tax. Proposed CFD 2011-2 would finance the maintenance costs and lighting of parks, parkways, streets, roads, and open space and the operation and maintenance of bio-retention basins and storm drain systems serving the proposed CFD. In addition, the proposed CFD would finance fire and police protection services. The estimated cost of these services is approximately \$35,496 annually. It is anticipated the CFD would also fund the estimated \$15,000 annual cost to administer the CFD.

When a community facilities district is formed, a special tax may be levied on each parcel of taxable land within the district to pay for the authorized improvements or services. The special tax must be apportioned in a reasonable manner; however, the tax may not be apportioned on an ad valorem basis. When more than one type of land use is present

within a community facilities district, several criteria may be considered when apportioning the special tax. Generally, these criteria are based on building square footage, acreage, and land use. Categories based on the above-mentioned criteria are established to differentiate between parcels of property. These categories are a direct result of the projected product mix and are reflective of the proposed land use types within the district. Specific special tax levels are assigned to each land use class with all the parcels within a land use class assigned the same special tax rate.

The Mello-Roos Community Facilities Act does not require special taxes be apportioned to individual parcels based on benefit received. However, in order to ensure fairness and equity, a benefit principle has been incorporated in establishing the special tax rates for CFD No. 2011-2. The major assumption inherent in the special tax rates set forth in proposed CFD 2011-2 is that the level of benefit received from the proposed public services is a function of land use and residential unit size. Six land use classes have been established in proposed CFD No. 2011-2. The residential property is assigned a classification based on the number of units and square footage of the floor area of units. Nonresidential property is assigned to land use class seven. Exhibit B of the Report provides the list of classifications for maximum special taxes for developed property in the CFD. Undeveloped property is not subject to the special tax. Based on the public service costs proposed for inclusion in CFD 2011-2, the assignment of taxes is generally proportionate to the relative benefit received by them and can be considered fair and reasonable.

It should be noted that the special tax imposed by the CFD shall be increased by an amount equal to the Consumer Price Index (CPI) with a maximum annual increase of six percent and a minimum annual increase of two percent. Although the special tax shall be increased annually by a minimum of two percent, the City Council retains the authority to determine if and what amount of the special tax is levied pursuant to the established parameters.

### **Public Hearing Procedures**

Certain procedures dictated by law must be followed when forming and implementing a community facilities district. These procedures include the following:

- Opening the public hearing and receiving public testimony.
- Receiving any written protests.
- Determining if there are registered voters within the boundaries of the proposed CFD. If not, the election is conducted with the owners of all taxable property within the boundaries of the CFD. Each owner has one vote per acre. (In the formation of CFD 2011-2, the property owners have waived time limits and certain procedural matters regarding the special election and have consented to hold the election on January 17, 2012.)
- Determining if the property owners have consented to a special election.
- Closing the public hearing.

- City Council consideration of a Resolution establishing the Community Facilities District and consideration of a Resolution calling for a special election regarding the levy of taxes and appropriations limit.
- Conducting a special election by the City Clerk and canvass of the votes cast.
- City Council consideration of a Resolution declaring the results of the special election.
- City Council consideration of first reading of the Ordinance authorizing the levy of special taxes within the Community Facilities District.

### **Resolutions and Ordinance**

After the conduct of the public hearing, the City Council is requested to consider adoption of certain Resolutions and conduct the first reading of an Ordinance. A brief description of the Resolutions and Ordinance submitted for consideration by the City Council are provided as follows:

- Resolution No. 12-2935: This Resolution establishes CFD 2011-2 and identifies the services to be financed by the CFD. In addition, the voting procedures for a special election regarding formation of the CFD are established.
- Resolution No. 12-2936: This Resolution calls for the election on the special tax within the CFD and details the election process. It also establishes an annual appropriations limit of \$3 million. This amount was established because the CFD is anticipated to an indefinite time into the future (50+ years).
- Resolution No. 12-2937: Because the property owner has waived certain election procedures, the City Clerk conducts and receives ballots from the property owner. As the property owner has requested formation of the CFD, it is surmised that the ballots should affirm imposition of the special tax for the CFD. The Resolution declares the results of the election on the CFD and establishes the appropriations limit.
- Ordinance No. 12-927: This Ordinance levies the special tax to be collected during the 2012-13 Fiscal Year to pay for the identified maintenance costs and public safety costs within CFD 2011-2.

**FISCAL IMPACT:** The City Council's adoption of CFD 2011-2 has been proposed to mitigate the financial impacts of public works maintenance and safety services on General Fund revenues. The estimated annual cost of maintenance, safety, and administrative costs associated with the Arrow Station Project is approximately \$50,496. CFD No. 2011-2 would generate approximately \$50,496 annually to offset the maintenance, safety, and

administrative costs. As previously indicated, the special tax imposed by the CFD shall be increased by the cost of the CPI with a maximum annual increase of 6 percent and a minimum annual increase of 2 percent. However, the City Council holds a public hearing every year to hear protests and to set the actual tax levy.

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

- Resolution No. 12-2935 establishing Community Facilities District No. 2011-2 (Arrow Station), County of San Bernardino, State of California, and the boundaries thereof.
- Resolution No. 12-2936 calling a special election and submitting to the voters of Community Facilities District No. 2011-2 (Arrow Station) a proposition with respect to the annual levy of special taxes within said Community Facilities District to pay the costs of certain services to be provided by the Community Facilities District and a proposition with respect to establishing an appropriations limit for said Community Facilities District.
- Resolution No. 12-2937 declaring the results of the special election for Community Facility District No. 2011-2 (Arrow Station), County of San Bernardino, State of California, on the propositions with respect to (I) the annual levy of special taxes to pay the costs of certain services to be provided by the Community Facilities District; and (II) establishing an appropriations limit.
- The first reading of Ordinance No. 12-927 levying special taxes to be collected during Fiscal Year 2012-13 to pay the annual costs of the maintenance and lighting of parks, parkways, streets, roads, and open space; the operation and maintenance of bio-retention basins and storm drainage systems; and public safety services including fire protection and suppression services and police protection with respect to Community Facilities District No. 2011-2 (Arrow Station).

RESOLUTION NO. 12-2935

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MONTCLAIR ESTABLISHING  
CITY OF MONTCLAIR COMMUNITY FACILITIES  
DISTRICT NO. 2011-2 (ARROW STATION),  
COUNTY OF SAN BERNARDINO, STATE OF  
CALIFORNIA, AND THE BOUNDARIES THEREOF

WHEREAS, the City Council (the "City Council") of the City of Montclair (the "City") has heretofore adopted Resolution No. 11-2933, stating that a community facilities district to be known as "City of Montclair Community Facilities District No. 2011-2 (Arrow Station), County of San Bernardino, State of California" (the "Community Facilities District"), is proposed to be established under the provisions of Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982" (the "Act"), and fixing the time and place for a public hearing on the formation of the Community Facilities District; and

WHEREAS, notice was published and mailed to the owner of all of the property in the Community Facilities District as required by law relative to the intention of the City Council to establish the Community Facilities District and the levy of the special taxes therein to provide certain services, and of the time and place of said public hearing; and

WHEREAS, on January 17, 2012, at the time and place specified in said published and mailed notices, the City Council opened and held a public hearing as required by law relative to the formation of the Community Facilities District, the levy of the special taxes therein and the provision of services by the Community Facilities District; and

WHEREAS, prior to the commencement of said public hearing, there was filed with the City Council a report (the "Report") containing a description of the services being financed within and for the Community Facilities District, and an estimate of the cost of providing such services, as required by Section 53321.5 of the California Government Code; and

WHEREAS, at the public hearing all persons desiring to be heard on all matters pertaining to the formation of the Community Facilities District, the levy of the special taxes and the provision of services therein were heard, and a full and fair hearing was held; and

WHEREAS, the City Council may therefore proceed to establish the Community Facilities District.

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

**Section 1. Findings.** The City Council finds as follows: (i) all of the preceding recitals are correct; (ii) at its meeting on January 17, 2012, pursuant to notice

thereof duly given as provided by law, the City Council conducted the public hearing with respect to the formation of the Community Facilities District and the annual levying of specified special taxes on the taxable property within the Community Facilities District to pay the costs of services for the Community Facilities District which are described in Section 3 hereof; (iii) the boundary map of the Community Facilities District was recorded, pursuant to Sections 3111 and 3113 of the California Streets and Highways Code, on December 12, 2011, at page 20 of Book 85 of Maps of Assessment and Community Facilities Districts, and as Document No. 2011-0526480, in the official records of the County of San Bernardino, (iv) no written protests were received at or prior to the time of said hearing against the formation of the Community Facilities District or the levying of said special taxes by the Community Facilities District, and said special taxes have, therefore, not been limited by majority protest pursuant to Section 53324 of the California Government Code; (v) all prior proceedings with respect to the formation of the Community Facilities District conducted by the City Council were valid and in conformity with the requirements of Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code; (vi) the City Council is, therefore, authorized to adopt a resolution of formation pursuant to Section 53325.1 of the California Government Code for the formation of City of Montclair Community Facilities District No. 2011-2 (Arrow Station), County of San Bernardino, State of California, and the Community Facilities District should be established; and (vii) less than 12 persons have been registered to vote within the territory of the Community Facilities District during the 90 days preceding the close of the public hearing and, pursuant to Section 53326 of the California Government Code, the vote in the special election provided for in Section 7 hereof shall, therefore, be by the landowners of the Community Facilities District whose property would be subject to the special taxes if they were levied at the time of the election, and each landowner shall have one vote for each acre, or portion thereof, which he or she owns within the Community Facilities District.

**Section 2. Formation of District.** City of Montclair Community Facilities District No. 2011-2 (Arrow Station), County of San Bernardino, State of California, is hereby established. The boundaries of the Community Facilities District are described and shown on the map entitled "Boundaries of City of Montclair Community Facilities District No. 2011-2, County of San Bernardino, State of California" which is on file with the Deputy City Clerk, and said boundaries are hereby established.

**Section 3. Types of Services; Incidental Expenses.** The Community Facilities District shall provide and finance the following:

**Maintenance Services:** (i) the costs of the maintenance and lighting of parks, parkways, streets, roads and open space serving the property within the proposed Community Facilities District; and (ii) the operation and maintenance of bio-retention basins and storm drainage systems serving the property within the proposed Community Facilities District.

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

The Community Facilities District shall also finance costs associated with the determination of the amount of and the levy and collection of special taxes which are

levied to provide such services and costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District.

**Section 4. Special Taxes.** Except where funds are otherwise available, special taxes sufficient to pay the costs of services provided in Section 3 above and the annual administrative expenses of the City and the Community Facilities District in determining, apportioning, levying, and collecting such special taxes shall be annually levied within the Community Facilities District. The rates and method of apportionment of said special taxes shall be as set forth in Exhibit A attached hereto and by this reference made a part hereof.

Under no circumstances shall the special tax levied against any parcel subject to the levy of the special tax pursuant to the rates and methods of apportionment be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within the Community Facilities District by more than ten (10) percent.

Pursuant to Section 53340 of the California Government Code, the special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes.

Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property in the Community Facilities District and that lien shall continue in full force and effect until the special tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the special tax ceases. The Public Works Department of the City of Montclair, 5111 Benito Street, Montclair, California, is designated as the office responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel numbers and for estimating future special tax levies pursuant to Section 53340.1 of the California Government Code. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all non-exempt real property in the Community Facilities District and that lien shall continue in full force and effect until the special tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the special tax ceases. The Public Works Department of the City of Montclair, 5111 Benito Street, Montclair, California, is designated as the office responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel numbers and for estimating future special tax levies pursuant to Section 53340.1 of the California Government Code.

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

**Section 6. Report.** The Report is hereby approved and is made a part of the record of the public hearing regarding the formation of the Community Facilities

District, and is ordered to be kept on file with the Deputy City Clerk as part of the transcript of these proceedings.

**Section 7. Description of Voting Procedures.** The voting procedures to be followed in conducting the special election on (i) the proposition with respect to the levy of special taxes on taxable property within the Community Facilities District to pay the costs of the services to be provided by the Community Facilities District; and (ii) the proposition with respect to establishing an appropriations limit for the Community Facilities District in the amount of \$3,000,000 (the "special election") shall be as follows:

**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. 12-2935 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

## EXHIBIT A

### RATE AND METHOD OF APPORTIONMENT FOR CITY OF MONTCLAIR COMMUNITY FACILITIES DISTRICT NO. 2011-2 (ARROW STATION)

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels in the City of Montclair Community Facilities District No. 2011-2 (Arrow Station) ("CFD No. 2011-2") and collected each Fiscal Year commencing in Fiscal Year 2012-2013, in an amount determined by the CFD Administrator, according to the method of apportionment set forth herein. All of the real property in CFD No. 2011-2, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided. All Special Taxes collected hereunder shall only be used for the Special Tax A Requirement or Special Tax B Requirement, as hereinafter defined, and for no other purpose.

#### A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

**"Administrative Expenses"** means the actual or reasonably estimated costs directly related to the formation and administration of CFD No. 2011-2 including, but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs to the City, CFD No. 2011-2 or any designee thereof of complying with City or CFD No. 2011-2 disclosure requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2011-2 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2011-2 for any other administrative purposes of CFD No. 2011-2, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

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

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

**"Authorized Maintenance Services"** means the (i) maintenance and lighting of parks, parkways, streets, roads, and open space serving the property within CFD No. 2011-2 and (ii) the operation and maintenance of bio-retention basins and storm drainage systems serving the property within CFD No. 2011-2.

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

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

**"CFD No. 2011-2"** means the City of Montclair Community Facilities District No. 2011-2 (Arrow Station).

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

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

**"Council"** means the City Council of the City, acting as the legislative body of CFD No. 2011-2.

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

**"Developed Property"** means, for each Fiscal Year, all Taxable Property for which a building permit for new construction was issued as of January 1 of the previous Fiscal Year. For example, if a building permit for new construction for an Assessor's Parcel is issued anytime during calendar year 2011, then such Assessor's Parcel would be considered Developed Property beginning in Fiscal Year 2012-2013.

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

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

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

**"Maximum Annual Special Tax A"** means the Maximum Annual Special Tax A, determined in accordance with Section C.1 below, that can be levied in any Fiscal Year on any Assessor's Parcel of Developed Property within CFD No. 2011-2.

**"Maximum Annual Special Tax B"** means the Maximum Annual Special Tax B, determined in accordance with Section C.1 below, that can be levied in any Fiscal Year on any Assessor's Parcel of Developed Property within CFD No. 2011-2.

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

**"Property Owner Association Property"** means, for each Fiscal Year, any property within the boundaries of CFD No. 2011-2 that was owned by a property owner association, including any master or sub-association, as of January 1 of the prior Fiscal Year.

**"Proportionately"** means, for Developed Property, that the ratio of the actual Special Tax A levy to the Maximum Annual Special Tax A is equal for all Assessor's Parcels of Developed Property and that the ratio of the actual Special Tax B levy to the Maximum Annual Special Tax B is equal for all Assessor's Parcels of Developed Property, except to the extent that the Special Tax levy on Developed Property is limited as described in Section D below.

**"Public Property"** means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 2011-2 that was owned by or irrevocably offered for dedication to the federal government, the State, the City or any other public agency as of January 1 of the previous Fiscal Year; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use; and (ii) any property within the boundaries of CFD No. 2011-2 that was encumbered, as of January 1 of the previous Fiscal Year, by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

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

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

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

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

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

**"Special Tax A Requirement"** means that amount required in any Fiscal Year for CFD No. 2011-2 to: (i) pay for Authorized Maintenance Services; (ii) pay a share of Administrative Expenses as determined by the CFD Administrator; (iii) pay for reasonably anticipated Special Tax A delinquencies based upon the historical delinquency rate for CFD No. 2011-2; less (iv) a credit for funds available to reduce the annual Special Tax A levy, as determined by the CFD Administrator.

**"Special Tax B Requirement"** means that amount required in any Fiscal Year for CFD No. 2011-2 to: (i) pay for Authorized Public Safety Services; (ii) pay a share of Administrative Expenses as determined by the CFD Administrator; (iii) pay for reasonably anticipated Special Tax B delinquencies based upon the historical delinquency rate for CFD No. 2011-2; less (iv) a credit for funds available to reduce the annual Special Tax B levy, as determined by the CFD Administrator.

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

**"Taxable Property"** means all of the Assessor's Parcels within the boundaries of CFD No. 2011-2 which are not exempt from the Special Tax pursuant to law or Section E below.

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

**B. ASSIGNMENT TO LAND USE CATEGORIES**

Each Fiscal Year, all Taxable Property within CFD No. 2011-2 shall be classified as Developed Property or Undeveloped Property, and shall be subject to Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D below. Developed Property shall be classified as Residential Property and Non-Residential Property. Residential Property shall be assigned to Land Use Classes 1 through 5. Non-Residential Property shall be assigned to Land Use Class 6.

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

**C. MAXIMUM ANNUAL SPECIAL TAX**

**1. Developed Property**

The Fiscal Year 2011-2012 Maximum Annual Special Tax A and Maximum Annual Special Tax B for each Assessor's Parcel classified as Developed Property shall be the amount shown below in Table 1.

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

Land Use Class	Description	Residential Floor Area	FY 2011-2012 Maximum Annual Special Tax A	FY 2011-2012 Maximum Annual Special Tax B
1	Residential Property	≥ 1,600 s.f.	\$384.69 per unit	\$107.56 per unit
2	Residential Property	1,400 – 1,599 s.f.	\$352.63 per unit	\$98.59 per unit
3	Residential Property	1,200 – 1,399 s.f.	\$320.57 per unit	\$89.63 per unit
4	Residential Property	1,000 – 1,199 s.f.	\$272.49 per unit	\$76.19 per unit
5	Residential Property	< 1,000 s.f.	\$240.43 per unit	\$67.22 per unit
6	Non-Residential Property	NA	\$13,964.20 per Acre	\$3,904.29 per Acre

(a) Increase in the Maximum Annual Special Tax

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

(b) Multiple Land Use Classes

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

2. Undeveloped Property

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

**D. APPORTIONMENT OF THE SPECIAL TAX**

1. **SPECIAL TAX A**

Commencing with Fiscal Year 2012-2013 and for each following Fiscal Year, the Council shall levy the Special Tax A so that the amount of the Special Tax A equals

the lesser of the Special Tax A Requirement or the Maximum Annual Special Tax A. The Special Tax A shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Annual Special Tax A.

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

## **2. SPECIAL TAX B**

Commencing with Fiscal Year 2012-2013 and for each following Fiscal Year, the Council shall levy the Special Tax B so that the amount of the Special Tax B equals the lesser of the Special Tax B Requirement or the Maximum Annual Special Tax B. The Special Tax B shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Annual Special Tax B.

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

Notwithstanding the above, under no circumstances will the Special Tax levied in any Fiscal Year against any Assessor's Parcel of Residential Property be increased as a consequence of delinquency or default by the owner or owners of any other Assessor's Parcel(s) within CFD No. 2011-2 by more than 10% above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults. To the extent that the levy of the Special Tax on Residential Property is limited by the provision in the previous sentence, the levy of the Special Tax on each Assessor's Parcel of Non-Residential Property shall continue in equal percentages at up to 100% of the Maximum Annual Special Tax.

### **E. EXEMPTIONS**

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

### **F. APPEALS AND INTERPRETATIONS**

Any landowner or resident may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes must be paid on or before the payment date established when the levy was made. The appeal must specify the

reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 30 days in which to appeal to the Council by filing a written notice of appeal with the City Clerk, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for its disagreement with the CFD Administrator's determination.

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

**G. MANNER OF COLLECTION**

The Special Tax will be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2011-2 may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

**H. TERM OF SPECIAL TAX**

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

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**RESOLUTION NO. 12-2936**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR CALLING A SPECIAL ELECTION AND SUBMITTING TO THE VOTERS OF CITY OF MONTCLAIR COMMUNITY FACILITIES DISTRICT NO. 2011-2 (ARROW STATION) A PROPOSITION WITH RESPECT TO THE ANNUAL LEVY OF SPECIAL TAXES WITHIN SAID COMMUNITY FACILITIES DISTRICT TO PAY THE COSTS OF CERTAIN SERVICES TO BE PROVIDED BY THE COMMUNITY FACILITIES DISTRICT AND A PROPOSITION WITH RESPECT TO ESTABLISHING AN APPROPRIATIONS LIMIT FOR SAID COMMUNITY FACILITIES DISTRICT**

**WHEREAS**, pursuant to Section 53325.1 of the California Government Code, the City Council (the "City Council") of the City of Montclair ("the City") has adopted a Resolution establishing City of Montclair Community Facilities District No. 2011-2 (Arrow Station), County of San Bernardino, State of California (the "Community Facilities District") and the boundaries thereof; and

**WHEREAS**, pursuant to Section 53326 of said Code, it is necessary that the City Council submit to the voters of the Community Facilities District the annual levy of special taxes on the property within the Community Facilities District to pay the costs of providing services described in Resolution No. 11-2933, the Resolution of Intention with respect to the formation of the Community Facilities District ("Resolution No. 11-2933"); and

**WHEREAS**, pursuant to Section 53325.7 of said Code, the City Council may also submit to the voters of the Community Facilities District a proposition with respect to establishing an appropriations limit for the Community Facilities District.

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

**Section 1. Findings.** The City Council finds that: (i) the foregoing recitals are correct; (ii) less than 12 persons have been registered to vote within the territory of the Community Facilities District during the 90 days preceding the close of the public hearing on January 17, 2012; (iii) pursuant to Section 53326 of the California Government Code, as a result of the findings set forth in clause (ii) above, the vote in the special election called by this Resolution shall be by the landowners of the Community Facilities District whose property would be subject to the special taxes if they were levied at the time of the election, and each landowner shall have one vote for each acre, or portion thereof, which he or she owns within the Community Facilities District which would be subject to the proposed special taxes if they were levied at the time of the election; (iv) Arrow Station, LLC, a California limited liability company, the owner of all of the land in the Community Facilities District has by written consent (a) waived the time limits set forth in said Section 53326 for holding the election called by this Resolution; (b) consented to the holding of said election on January 17, 2012; (c) waived notice and mailed notice of the time and date of said election; and

(d) waived an impartial analysis by the City Attorney of the ballot propositions pursuant to Section 9280 of the California Elections Code and arguments and rebuttals pursuant to Sections 9281 to 9287, inclusive, and 9295 of said Code; and (v) the Deputy City Clerk of the City has consented to the holding of said election on January 17, 2011.

**Section 2. Call of Election.** The City Council hereby calls and schedules a special election for January 17, 2012 on the proposition with respect to the annual levy of special taxes within the Community Facilities District for paying the cost of the services to be provided within and for the benefit of the Community Facilities District and on the proposition with respect to establishing an appropriations limit for the Community Facilities District.

**Section 3. Propositions.** The propositions to be submitted to the voters of the Community Facilities District at such special election shall be as follows:

First Proposition

Shall special taxes be levied annually on taxable property within City of Montclair Community Facilities District No. 2011-2 (Arrow Station), County of San Bernardino, State of California, to pay the costs of (i) the costs of the maintenance and lighting of parks, parkways, streets, roads and open space serving the property within the proposed community facilities district; and (ii) the operation and maintenance of bio-retention basins and storm drainage systems serving the property within the proposed community facilities district; and (iii) fire protection and suppression services; and (iv) police protection services, to pay expenses incidental thereto and to pay costs associated with the determination of the amount of and the levy and collection of the special taxes, at the special tax rates and pursuant to the method of apportioning such special taxes set forth in Exhibit "A" to Resolution No. 11-2933 adopted by the City Council of the City of Montclair on December 5, 2011?

Second Proposition

Shall an appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, be established for Community Facilities District No. 2011-2 (Arrow Station) of the City of Montclair, County of San Bernardino, State of California, in the amount of \$3,000,000?

**Section 4. Conduct of Election.** Except as otherwise provided in Section 5 hereof, said election shall be conducted by the Deputy City Clerk of the City pursuant to the California Elections Code governing mail ballot elections of cities, and in particular, the provisions of Division 4 (commencing with Section 4000) of said Code, insofar as they may be applicable.

**Section 5. Election Procedures.** The procedures to be followed in conducting the special election on (a) the proposition with respect to the levy of special taxes on the land within the Community Facilities District to pay the costs of (i) the maintenance and lighting of parks, parkways, streets, roads, and open space serving the property within the proposed community facilities district; (ii) the operation and maintenance of bio-retention basins and storm drainage systems serving the property within the proposed community facilities district; (iii) fire protection and suppression services; and (iv) police protection services, and (b) the proposition with respect to establishing an appropriations limit for the Community Facilities District in the amount of \$3,000,000 (the "special election") shall be as follows:

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

(b) Pursuant to applicable sections of the California Elections Code governing the conduct of mail ballot elections of cities, and specifically Division 4 (commencing with Section 4000) of the California Elections Code with respect to elections conducted by mail, the Deputy City Clerk shall mail or deliver to each qualified elector an official ballot in a form specified by the City Council in the Resolution calling the special election, and shall also mail or deliver to all such qualified electors a ballot pamphlet and instructions to voter, including a sample ballot identical in form to the official ballot but identified as a sample ballot, a return identification envelope with prepaid postage thereon addressed to the Deputy City Clerk for the return of voted official ballots, and a copy of Resolution No. 11-2933; provided, however, that such statement, analysis and arguments may be waived with the unanimous consent of all the landowners.

(c) The official ballot to be mailed or delivered by the Deputy City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot and, if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the propositions set forth in the official ballot as marked thereon in the voting square opposite each such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within the Community Facilities District.

(d) The return identification envelope mailed or delivered by the Deputy City Clerk to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner; (ii) the address of the landowner; (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope; (iv) the printed name and

signature of the voter; (v) the address of the voter; (vi) the date of signing and place of execution of said declaration; and (vii) a notice that the envelope contains an official ballot and is to be opened only by the Deputy City Clerk.

(e) The instruction to voter form to be mailed or delivered by the Deputy City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the Deputy City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 5:00 p.m. on January 17, 2012.

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

**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. 12-2936 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

**RESOLUTION NO. 12-2937**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR DECLARING THE RESULTS OF THE SPECIAL ELECTION FOR CITY OF MONTCLAIR COMMUNITY FACILITIES DISTRICT NO. 2011-2 (ARROW STATION), COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ON THE PROPOSITIONS WITH RESPECT TO (I) THE ANNUAL LEVY OF SPECIAL TAXES TO PAY THE COSTS OF CERTAIN SERVICES TO BE PROVIDED BY THE COMMUNITY FACILITIES DISTRICT; AND (II) ESTABLISHING AN APPROPRIATIONS LIMIT**

**WHEREAS**, on January 17, 2012, the City Council (the "City Council") of the City of Montclair (the "City") adopted a Resolution calling a special election on the propositions with respect to the annual levy of special taxes on taxable property within City of Montclair Community Facilities District No. 2011-2 (Arrow Station) (the "Community Facilities District") to pay the costs of certain services to be provided by the Community Facilities District and establishing an appropriations limit for the Community Facilities District (the "Election Resolution"); and

**WHEREAS**, the City Council has received a statement from the Deputy City Clerk who, pursuant to the Election Resolution, was authorized to conduct the special election and act as the election official therefor with respect to the canvass of the ballots returned in and the results of the special election, certifying that more than two-thirds of the votes cast upon the propositions submitted to the voters in the special election were cast in favor of all such propositions.

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

**Section 1. Findings.**

The City Council finds that: (i) there were less than 12 persons registered to vote within the boundaries of the Community Facilities District at the time of the close of the protest hearing on January 17, 2012, and pursuant to Section 53326 of the California Government Code ("Section 53326") the votes in the special election were, therefore, to be by the landowners owning land within the Community Facilities District, with each landowner having one vote for each acre or portion of an acre of land that he or she owned within the Community Facilities District that would have been subject to the special tax if levied at the time of the special election; (ii) pursuant to Section 53326 and the Election Resolution, the Deputy City Clerk delivered a ballot for the special election to Arrow Station, LLC, the owner of all of the land within the Community Facilities District (the "Property Owner"); (iii) the Property Owner waived the time limits for holding the special election and the election dates specified in Section 53326, and consented to the calling and holding of the special election on January 17, 2012; (iv) the special election has been properly conducted in accordance with all statutory requirements and the provisions of Election Resolution; (v) pursuant to Section 53326, the Property Owner, which owned approximately 6.67 acres, was entitled to a total of 7 votes; (vi) the ballot was returned by the Property Owner to the Deputy City Clerk prior to 5:00 p.m. on January 17, 2012; (vii) the ballot returned to the Deputy City Clerk by the Property Owner voted all votes to which it was entitled in

favor of all propositions set forth therein; (viii) more than two-thirds of the votes cast in the special election on each such proposition were cast in favor thereof, and pursuant to Section 53328 of the California Government Code, all such propositions carried; (ix) the City Council, as the legislative body of the Community Facilities District, is therefore authorized to take the necessary action to annually levy special taxes on taxable property within the Community Facilities District in amounts sufficient to pay the costs of services to be provided by the Community Facilities District; and (x) an appropriations limit for the Community Facilities District has been established in the amount of \$3,000,000.

**Section 2. Declaration of Results.**

All votes voted in the special election on the propositions with respect to the annual levy of special taxes on taxable property within the Community Facilities District to pay the costs of the services to be provided by the Community Facilities District and the establishment of an appropriations limit in the amount of \$3,000,000 for the Community Facilities District were voted in favor thereof, and such propositions carried.

**Section 3. Effect of Election.**

The effect of the results of the special election, as specified in Section 2 hereof, is that the City Council, as the legislative body of the Community Facilities District, is authorized to annually levy special taxes on taxable property within the Community Facilities District in an amount sufficient to pay the costs of the services to be provided by the Community Facilities District at the special tax rates and pursuant to the methodology for determining and apportioning such special taxes that are set forth in Exhibit "A" to Resolution No. 11-2933 adopted by the City Council on December 5, 2011, and an appropriations limit has been established for the Community Facilities District in the amount of \$3,000,000.

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

\_\_\_\_\_  
Mayor

**ATTEST:**

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

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 12-2937 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

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

**ORDINANCE NO. 12-927**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR LEVYING SPECIAL TAXES TO BE COLLECTED DURING FISCAL YEAR 2012-13 TO PAY THE ANNUAL COSTS OF THE MAINTENANCE AND LIGHTING OF PARKS, PARKWAYS, STREETS, ROADS, AND OPEN SPACE; THE OPERATION AND MAINTENANCE OF BIO-RETENTION BASINS AND STORM DRAINAGE SYSTEMS; AND PUBLIC SAFETY SERVICES INCLUDING FIRE PROTECTION AND SUPPRESSION SERVICES AND POLICE PROTECTION SERVICES WITH RESPECT TO CITY OF MONTCLAIR COMMUNITY FACILITIES DISTRICT NO. 2011-2 (ARROW STATION)**

**WHEREAS**, the City Council (the "City Council") of the City of Montclair (the "City") has heretofore adopted Resolution No. 11-2933 stating that a community facilities district to be known as "City of Montclair Community Facilities District No. 2011-2, County of San Bernardino, State of California" (the "Community Facilities District"), is proposed to be established under the provisions of Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982" (the "Act"), and fixing the time and place for a public hearing on the formation of the Community Facilities District; and

**WHEREAS**, notice was published and mailed to the owner of all of the property in the Community Facilities District as required by law relative to the intention of the City Council to establish the Community Facilities District and the levy of the special taxes therein to provide certain services, and of the time and place of said public hearing; and

**WHEREAS**, on January 17, 2012, at the time and place specified in said published and mailed notice, the City Council opened and held a public hearing as required by law relative to the formation of the Community Facilities District, the levy of the special taxes therein and the provision of services by the Community Facilities District; and

**WHEREAS**, at the public hearing all persons desiring to be heard on all matters pertaining to the formation of the Community Facilities District, the levy of the special taxes, and the provision of services therein were heard; and a full and fair hearing was held; and

**WHEREAS**, subsequent to said hearing, the City Council adopted Resolutions, entitled: "Resolution of the City Council of the City of Montclair Establishing City of Montclair Community Facilities District No. 2011-2 (Arrow Station), County of San Bernardino, State of California and Establishing the Boundaries Thereof" (the "Resolution of Formation") and "Resolution of the City Council of the City of Montclair Calling a Special Election and Submitting to the Voters of City of Montclair Community Facilities District No. 2011-2 (Arrow

Station) a Proposition with Respect to the Annual Levy of Special Taxes Within the Community Facilities District for Paying the Cost of the Services to be Provided Therein, and a Proposition with Respect to the Establishment of an Appropriations Limit for the Community Facilities District," which Resolutions established the District, authorized the levy of a special tax within the District, and called an election within the District on the proposition of levying a special tax and establishing an appropriations limit within the District, respectively; and

**WHEREAS**, an election was held within the District in which the sole eligible landowner elector approved said propositions by more than the two-thirds majority vote required by the Act.

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

**SECTION I. Findings.**

It is necessary that the City Council of the City of Montclair levy special taxes pursuant to Sections 53340 of the Government Code for the payment of the annual costs of the (i) maintenance and lighting of parks, parkways, streets, roads, and open space serving the property within the proposed community facilities district; and (ii) the operation and maintenance of bio-retention basins and storm drainage systems serving the property within the proposed community facilities district and also public safety services including (ii) fire protection and suppression services; and (iii) police protection services within City of Montclair Community Facilities District No. 2011-2 (Arrow Station), County of San Bernardino, State of California (the "District"), and in the surrounding area and for the payment of administrative expenses incurred in connection with the levy and collection of said special taxes.

**SECTION II. Levy of Special Taxes.**

Special taxes shall be and are hereby levied for the Fiscal Year 2012-13, and each fiscal year thereafter, on all parcels of real property within the District that are subject to taxation, which are identified in Exhibit "A" attached hereto, and in the amount set forth for each such parcel in said Exhibit "A." Pursuant to said Section 53340, such special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes.

**SECTION III. Transmittal to County.**

The Deputy City Clerk shall immediately following adoption of this Ordinance transmit a copy hereof to the Board of Supervisors and the County Auditor of the County of San Bernardino together with a request that the special taxes as levied hereby be collected on the tax bills for the parcels identified in Exhibit "A" hereto along with the ordinary ad valorem property taxes to be levied on and collected from the owners of said parcels.

**SECTION IV. 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 V. Effective Date.**

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

**SECTION VI. 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.

\_\_\_\_\_  
Mayor

**ATTEST:**

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

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 12-927 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

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

**EXHIBIT "A"**

**CITY OF MONTCLAIR  
COMMUNITY FACILITIES DISTRICT NO. 2011-2  
(ARROW STATION)**

**SPECIAL TAX LEVY  
FISCAL YEAR 2012-13**

**Assessor's Parcel Number**

**APN 1007-701-02**

## AGENDA REPORT

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

**DATE:** January 17, 2012

**SECTION:** ADMIN. REPORTS

**ITEM NO.** 1

**FILE I.D.:** FIN520

**DEPT.:** ADMIN. SVCS.

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**REASON FOR CONSIDERATION:** The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending December 31, 2011, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Treasurer's Report for the period ending December 31, 2011.

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

**RECOMMENDATION:** Staff recommends the City Council receive and file the Treasurer's Report for the month ending December 31, 2011.

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Prepared by:

*Michael Piotrowski*

Reviewed and  
Approved by:

Proofed by:

*Kathy Dalton*

Presented by:

*[Signature]*  
*[Signature]*

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## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	<b>DATE:</b> January 17, 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 January 17, 2012, and Payroll Documentation dated December 4, 2011; finds them to be in order; and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated January 17, 2012, totals \$1,610,503.68. The Payroll Documentation dated December 4, 2011, totals \$689,181.23, with \$494,312.94 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:

*Tommy Smith*

Reviewed and  
Approved by:

*Tommy Smith*

Proofed by:

*Kathy Dalton*

Presented by:

*Tommy Smith*

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## AGENDA REPORT

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

**DATE:** January 17, 2012

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 3

**FILE I.D.:** FIN510

**DEPT.:** REDEVELOPMENT

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**REASON FOR CONSIDERATION:** The Redevelopment Agency Board of Directors is requested to consider receiving and filing the Redevelopment Agency Treasurer's Report for the month ending December 31, 2011, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Treasurer's Report for the period ending December 31, 2011.

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

**RECOMMENDATION:** Staff recommends the Redevelopment Agency Board of Directors receive and file the Treasurer's Report for the month ending December 31, 2011.

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Prepared by:

*Michael Pithonke*

Reviewed and  
Approved by:

Proofed by:

*Kathy Dalton*

Presented by:

*[Signature]*  
*[Signature]*

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## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF WARRANT REGISTER    **DATE:** January 17, 2012  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 4  
**FILE I.D.:** FIN530  
**DEPT.:** REDEVELOPMENT

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**REASON FOR CONSIDERATION:** The Redevelopment Agency Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending December 31, 2011, pursuant to state law.

**BACKGROUND:** Vice Chairperson Raft has examined the Warrant Register dated 12.01.11–12.31.11 in the amounts of \$459.47 for Project I; \$0.00 for Project II; \$97,539.13 for Project III; \$6,524.66 for Project IV; \$12,561.86 for Project V; and \$533.40 for the Mission Boulevard Joint Redevelopment Project and finds it to be in order.

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

**RECOMMENDATION:** Vice Chairperson Raft recommends the Redevelopment Agency Board of Directors approve the Warrant Register for the period ending December 31, 2011.

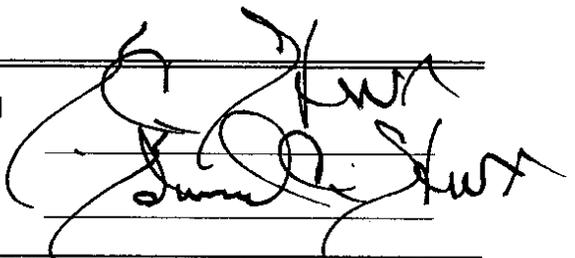
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Prepared by: Michael Pichowski  
Proofed by: Kathy Dalton

Reviewed and  
Approved by:

Presented by:



## AGENDA REPORT

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

**DATE:** January 17, 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 December 31, 2011, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Treasurer's Report for the period ending December 31, 2011.

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

**RECOMMENDATION:** Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending December 31, 2011.

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Prepared by:

*Michael Piotrowski*

Reviewed and  
Approved by:

Proofed by:

*Kathy Doctoro*

Presented by:

*[Signature]*  
*[Signature]*

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## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF WARRANT REGISTER    **DATE:** January 17, 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 December 31, 2011, pursuant to state law.

**BACKGROUND:** Vice Chairperson Raft has examined the Warrant Register dated 12.01.11-12.31.11 in the amount of \$26,989.49 for the Montclair Housing Corporation and finds it to be in order.

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

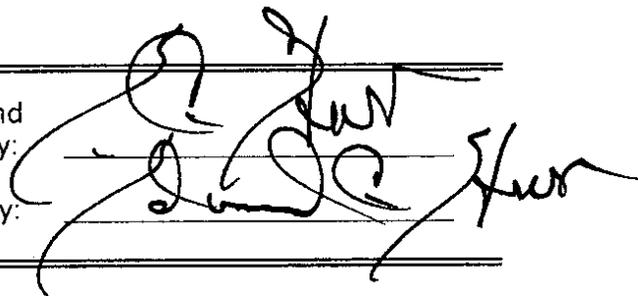
**RECOMMENDATION:** Vice Chairperson Raft recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending December 31, 2011.

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Prepared by: Michael Piotrowski  
Proofed by: Kathy Dalton

Reviewed and  
Approved by:  
Presented by:



## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER AUTHORIZATION TO RECEIVE A \$10,000 DONATION FROM MONTCLAIR HOSPITAL MEDICAL CENTER FOR PURCHASE OF SPECIALIZED EMERGENCY MEDICAL SERVICES EQUIPMENT AND/OR SUPPLIES	<b>DATE:</b> January 17, 2012
	<b>SECTION:</b> ADMIN. REPORTS
	<b>ITEM NO.:</b> 7
	<b>FILE I.D.:</b> EQS215-02/FRD245
	<b>DEPT.:</b> FIRE

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**REASON FOR CONSIDERATION:** The City Council is requested to consider authorizing the Fire Department to receive a \$10,000 donation from Montclair Hospital Medical Center (MHMC) for purchase of specialized emergency medical services (EMS) equipment and/or supplies.

**BACKGROUND:** It is imperative for the Fire Department to have the ability to effectively respond to medical emergencies with industry-compliant equipment and supplies. Currently, the Fire Department has cardiac monitors/defibrillators and other critical EMS equipment reaching maximum service life with no opportunity for further upgrades, repairs, or technical support.

MHMC has generously offered to donate \$10,000 to the Fire Department. These funds, in addition to the funds appropriated to the EMS Program in the Fiscal Year 2011-12 Budget, would be used to restock the cardiac monitors/defibrillators and other critical EMS equipment necessary to respond to medical emergencies. MHMC's donation would directly benefit the local community and ensure continued high-quality patient care and seamless first responder to emergency room continuum of care.

**FISCAL IMPACT:** Should the City Council approve this item, the \$10,000 MHMC donation would be applied to Program Supplies Account No. 1143-4539-51130-400 associated with the EMS Program.

**RECOMMENDATION:** Staff recommends the City Council authorize the Fire Department to receive a \$10,000 donation from Montclair Hospital Medical Center for purchase of specialized emergency medical services equipment and/or supplies and appropriate these funds to Account No. 1143-4539-51130-400.

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Prepared by: \_\_\_\_\_

*T. Grant*

Reviewed and  
Approved by: \_\_\_\_\_

*T. Grant*

Proofed by: \_\_\_\_\_

*M. B...*

Presented by: \_\_\_\_\_

*[Signature]*

**Statement of Invoices Paid**

Veritas Health Services, Inc  
 dba ChinoValley Medical Center  
 5451 Walnut Avenue  
 Chino, CA 91710

P03569  
 MONTCLAIR FIRE DEPARTMENT

12/20/11  
 000036830

INV DATE	INVOICE #	DESCRIPTION	GROSS AMT	NET
12/16/11	CK-REQ.221454		10000.00	10000.00

INV DATE	INVOICE #	DESCRIPTION	GROSS AMT	NET
<b>TOTALS</b>			10000.00	10000.00

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK.

Veritas Health Services, Inc  
 dba ChinoValley Medical Center  
 5451 Walnut Avenue  
 Chino, CA 91710

City National Bank  
 3484 Central Avenue  
 Riverside, CA 92506

Date: 12/20/11

000036830

16-1606/1220

VOID AFTER 180 DAYS

\*\*\*\$10000.00

PAY: TEN THOUSAND 00/100

TO THE ORDER OF MONTCLAIR FIRE DEPARTMENT  
 8901 MONTE VISTA AVE.  
 MONTCLAIR, CA 91763

**Accounts Payable Check**

*Wally*  
*Madan N. Bhatt*  
*Daniel J. Hallis*

⑈0036830⑈ ⑆122016066⑆ 112425101⑈

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF THE FILING OF A NOTICE OF COMPLETION, REDUCTION OF FAITHFUL PERFORMANCE BOND TO 10 PERCENT, AND RETENTION OF PAYMENT BOND FOR SIX MONTHS FOR COMPLETION OF THE FREMONT AVENUE IMPROVEMENT PHASE 2 PROJECT

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

**DATE:** January 17, 2012

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 8

**FILE I.D.:** STA650

**DEPT.:** PUBLIC WORKS

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**REASON FOR CONSIDERATION:** State law requires Notices of Completion to be recorded with the County Recorder upon acceptance of a public works project. The City Council is being asked to approve the Notice of Completion.

**BACKGROUND:** On March 7, 2011, Lee & Stires, Inc., was awarded a contract for construction of the Fremont Avenue Improvement Phase 2 Project and entered into Agreement No. 11-22. All work required under Agreement No. 11-22 has been satisfactorily completed. Work included construction of new curb, gutter, and sidewalk; street lighting, decorative wrought-iron fencing, and asphalt pavement.

**FISCAL IMPACT:** During the course of construction, it was necessary to adjust a few quantities as well as modify the project scope of services through construction change orders. The changes ultimately increased the total construction cost from the awarded amount of \$142,349.25 to the final cost of \$149,055.50, a \$6,706.25 increase.

**RECOMMENDATION:** Staff recommends the City Council approve the following actions related to completion of the Fremont Avenue Improvement Phase 2 Project:

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

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Prepared by:

*M. Scha*

Reviewed and  
Approved by:

*M. STAIRS*

Proofed by:

*Alle Mj*

Presented by:

*Donald O. Stewart*

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RECORDING REQUESTED BY:

**City of Montclair**

AND WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO:

NAME: **City of Montclair**

STREET ADDRESS: **5111 Benito Street**

CITY, STATE & ZIP CODE: **Montclair, CA 91763**

Government Code 6103

(Space above this line for Recorder's Use Only)

## NOTICE OF COMPLETION

NOTICE is hereby given that: The undersigned is the owner of an interest of estate in the hereinafter described property, the nature of which said interest or estate is:

fee

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

The work was completed on that certain work known as:

Fremont Avenue Improvements Phase 2 Project

for the undersigned City of Montclair,  
a Municipal Corporation, on the 17th day of January, 2012

The City accepted the job on the 5th day of January, 2012

The Contractor on said job was  
Lee & Stires, Inc.  
634 S. Palmetto Avenue  
Ontario, Ca. 91762

The improvement consisted of:

Street Improvements

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

11110 Fremont Avenue Montclair, Ca. 91763

### VERIFICATION

I, the undersigned, say that I am agent for the owner of the aforesaid interest or estate in the property described in the above notice. I have read the foregoing notice and know and understand the contents thereof, and the facts stated herein are true and correct.

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

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

\_\_\_\_\_  
Michael C. Hudson, City Engineer

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NOS. 12-03, 12-04, 12-05, 12-06, AND 12-07 WITH MONTCLAIR LITTLE LEAGUE, MONTCLAIR GOLDEN GIRLS SOFTBALL LEAGUE, AND ALL CITIES YOUTH BASEBALL, RESPECTIVELY, FOR USE OF BALL FIELD FACILITIES	<b>DATE:</b> January 17, 2012
	<b>SECTION:</b> AGREEMENTS
	<b>ITEM NO.:</b> 1
	<b>FILE I.D.:</b> ATH020/215/218
	<b>DEPT.:</b> COMMUNITY DEV.

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of agreements with the Montclair Little League, Montclair Golden Girls Softball League, and All Cities Youth Baseball for their use of ball field facilities for spring/summer sports activities. Copies of proposed Agreement Nos. 12-03, 12-04, 12-05, 12-06, and 12-07 are attached for the City Council's review and consideration.

**BACKGROUND:** Pursuant to Agreement Nos. 12-03 and 12-04, Montclair Little League would use the northwest field at Kingsley Park and the two southern and two northern fields at Saratoga Park for its baseball activities weekdays and Saturdays. Pursuant to Agreement No. 12-05, Montclair Golden Girls Softball League would use Vernon Park for its softball activities on weekdays and Saturdays. Pursuant to Agreement Nos. 12-06 and 12-07, All Cities Youth Baseball would use Essex Park and the northwest field at Kingsley Park for its baseball activities weekdays and Saturdays. Sunday field use by all leagues is only permitted in the event that ball games are rained out.

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

The terms of proposed Agreement Nos. 12-03, 12-04, 12-05, 12-06, and 12-07 are January 3, 2012, through August 31, 2012.

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

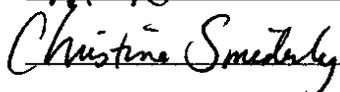
**RECOMMENDATION:** Staff recommends the City Council approve Agreement Nos. 12-03, 12-04, 12-05, 12-06, and 12-07 with the Montclair Little League, Montclair Golden Girls Softball League, and All Cities Youth Baseball, respectively, for use of ball field facilities.

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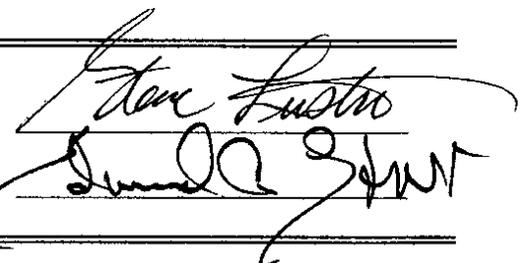
Prepared by:



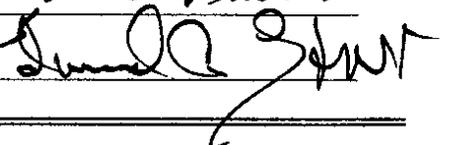
Proofed by:



Reviewed and  
Approved by:



Presented by:



**AGREEMENT NO. 12-03  
WITH MONTCLAIR LITTLE LEAGUE  
FOR USE OF KINGSLEY PARK**

**THIS AGREEMENT** is made and entered into by and between the City of Montclair, hereinafter called "CITY," and Montclair Little League, hereinafter called "LEAGUE." This Agreement is contingent upon the LEAGUE fulfilling its prior contract's financial obligations and paying any and all outstanding invoices owed to the CITY. Use of any and all facilities listed herein may not be used until all fees have been paid.

**WITNESSETH:**

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

**WHEREAS**, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for Junior/Senior Little League baseball activities at such times and hours set forth in Section 1(y). The term of this Agreement is for January 3, 2012, through August 31, 2012.

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

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to sublet the field.
- c. Not to make any improvements or alterations on said premises.
- d. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- e. Not to erect any barriers or fences of any kind unless approved by CITY.
- f. Not to use herbicides at the park for any purpose.
- g. Not to disconnect or make changes to existing phone line account.
- h. Not to allow hitting balls into the chain link fences for batting practice.
- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.

- j. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted cleaning agency will be hired by the CITY and the LEAGUE will be responsible for all fees related to the service.
- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429, and report vandalism immediately to the Public Works Superintendent at 625-9466. LEAGUE will not attempt to remove graffiti or make repairs to building.
- l. To ensure when a barbecue is used, it is set up a minimum of ten feet away from any structure and LEAGUE must provide one fire extinguisher for each barbecue being used. LEAGUE must also ensure that barbecue has completely cooled down before returning to storage in any CITY structure.
- m. To deposit, with the CITY representative, the sum of Two Hundred Dollars (\$200) as a refundable cleaning deposit to ensure the proper care and cleanup of the snack bar, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY-owned equipment have been properly cared for and cleaned up. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines, shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.
- n. To conform to all safety and health regulations and maintain all CITY-installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- o. To be responsible for the payment of an alarm fee at the rate of Forty Dollars (\$40) per month, per field; to remit prompt payment to CITY upon receipt of monthly invoice.
- p. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- q. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious

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

- r. If LEAGUE elects to use lights for activities conducted after dark, LEAGUE agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Ten Dollars (\$10) per hour, per field; and LEAGUE will remit prompt payment to CITY upon receipt of monthly invoice.
- s. To deposit, with the CITY representative, the sum of Five Hundred Dollars (\$500) as a security deposit, to ensure the proper and prompt payment of alarm fees, electrical services for elected use of lights, or any incurred damages to facilities associated with the LEAGUE. In the event all invoices or potential damages are paid by the end of this Agreement term, the deposit will be refunded.
- t. To provide the CITY representative with a list of the Board of Directors including names, addresses, and telephone numbers.
- u. To provide CITY with participant rosters, practice and game schedules.
- v. To provide CITY with financial statements upon request for audit purposes.
- w. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- x. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency of which LEAGUE had knowledge.
- y. It is agreed that LEAGUE may use said baseball fields from January 3, 2012, through August 31, 2012, Mondays, Tuesdays and Thursdays generally commencing at 4:00 p.m. and Saturdays generally commencing at 8:00 a.m. No activities will be conducted past 10:00 p.m.
- z. **PUBLIC LIABILITY AND PROPERTY DAMAGE:** Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept in full force and effect for the mutual benefit of CITY and LEAGUE comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except

after thirty (30) days' notice in writing by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them, or certificate(s) evidencing the insurance.

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

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

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

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

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

**MONTCLAIR LITTLE LEAGUE**

**CITY OF MONTCLAIR**

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Secretary

**ATTEST:**

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

**CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES**

**JANUARY 2012**

<b>After Hours Emergency - Call Montclair PD</b>	<b>Montclair Police Dept</b>	<b>Contact</b>	<b>(909) 621-4771</b>
Sports League Administration	Sports League Liaison	Lelan McDougal	(909) 625-9496work
Building Maintenance	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443work (909) 721-1744 cell
Ground Maintenance	Facilities and Grounds Superintendent	Mike McGehee	((909) 625-9443work (909) 721-1744 cell
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429
Vandalism	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443work (909) 721-1744 cell
Secondary Contact for Mike McGehee	Public Works Superintendent	Xavier Mendez	(909) 625-9467

**AGREEMENT NO. 12-04  
WITH MONTCLAIR LITTLE LEAGUE  
FOR USE OF SARATOGA PARK**

**THIS AGREEMENT** is made and entered into by and between the City of Montclair, hereinafter called "CITY," and Montclair Little League, hereinafter called "LEAGUE." This Agreement is contingent upon the LEAGUE fulfilling its prior contract's financial obligations and paying any and all outstanding invoices owed to the CITY. Use of any and all facilities listed herein may not be used until all fees have been paid.

**WITNESSETH:**

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

**WHEREAS**, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for Little League baseball (including the Challenger Division for children with disabilities) activities at such times and hours set forth in Section 1(z). The term of this Agreement is for January 3, 2012, through August 31, 2012.

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

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to sublet the field.
- c. Not to make any improvements or alterations on said premises.
- d. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- e. Not to erect any barriers or fences of any kind unless approved by CITY.
- h. Not to use herbicides at the park for any purpose.
- g. Not to disconnect or make changes to existing phone line account.
- h. Not to allow hitting balls into the chain link fences for batting practice.
- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.

- j. To provide a special parking area for participants in the Challenger Division, at the times of their games, by cordoning off the southeast portion of the parking lot; to provide the equipment and personnel needed to set up the special parking area; to see that all equipment is removed and properly stored after each use; to provide personnel to monitor the cordoned off area during its use.
- k. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted cleaning agency will be hired by the CITY and the LEAGUE will be responsible for all fees related to the service.
- l. To maintain all equipment and appliances within the snack bar and snack bar building at all times including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works Superintendent at 625-9466. LEAGUE will not attempt to remove Graffiti or make repairs to building.
- m. To ensure when a barbecue is used, it is set up a minimum of ten feet away from any structure and LEAGUE must provide one fire extinguisher for each barbecue being used. LEAGUE must also ensure that barbecue has completely cooled down before returning to storage in any CITY structure.
- n. To deposit, with the CITY representative, the sum of Three Hundred Dollars (\$300) as a refundable cleaning deposit to ensure the proper care and cleanup of the snack bar, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY-owned equipment have been properly cared for and cleaned up. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.
- o. To conform to all safety and health regulations and maintain all CITY installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- p. To be responsible for the payment of an alarm fee at the rate of Forty Dollars (\$40) per month, per field; to remit prompt payment to CITY upon receipt of monthly invoice.

- q. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- r. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property. LEAGUE shall furnish and supply personnel to conduct and supervise LEAGUE activities on the premises.
- s. If LEAGUE elects to use lights for activities conducted after dark, LEAGUE agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Ten Dollars (\$10) per hour, per field; and LEAGUE will remit prompt payment to CITY upon receipt of monthly invoice.
- t. To deposit, with the CITY representative, the sum of Five Hundred Dollars (\$500) as a security deposit, to ensure the proper and prompt payment of alarm fees, electrical services for elected use of lights, or any incurred damages to facilities associated with the LEAGUE. In the event all invoices or potential damages are paid by the end of this Agreement term, the deposit will be refunded.
- u. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- v. To provide CITY with participant rosters, practice and game schedules.
- w. To provide CITY with financial statements upon request for audit purposes.
- x. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- y. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which LEAGUE had knowledge.
- z. It is agreed that LEAGUE may use said baseball fields from January 3, 2012, through August 31, 2012, Mondays through Fridays, generally commencing at 4:00 p.m. and Saturdays, generally commencing at 8:00 a.m. No activities will be conducted past 10:00 p.m.
- aa. **PUBLIC LIABILITY AND PROPERTY DAMAGE:** Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and LEAGUE, comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence, and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business

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

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

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

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

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

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

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

**MONTCLAIR LITTLE LEAGUE**

**CITY OF MONTCLAIR**

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Secretary

**ATTEST:**

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

**CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES**

**JANUARY 2012**

<b>After Hours Emergency - Call Montclair PD</b>	<b>Montclair Police Dept</b>	<b>Contact</b>	<b>(909) 621-4771</b>
Sports League Administration	Sports League Liaison	Lelan McDougal	(909) 625-9496work
Building Maintenance	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443work (909) 721-1744 cell
Ground Maintenance	Facilities and Grounds Superintendent	Mike McGehee	((909) 625-9443work (909) 721-1744 cell
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429
Vandalism	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443work (909) 721-1744 cell
Secondary Contact for Mike McGehee	Public Works Superintendent	Xavier Mendez	(909) 625-9467

**AGREEMENT NO. 12-05  
WITH MONTCLAIR GOLDEN GIRLS SOFTBALL LEAGUE  
FOR USE OF VERNON PARK**

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

**WITNESSETH:**

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

**WHEREAS**, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for girls softball activities at such times and hours set forth in Section 1(x). The term of this Agreement is for January 3, 2012, through August 31, 2012.

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

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to permit practice sessions in the southeast quadrant of the field; to provide specific written notice to each coach and, in turn, obtain written confirmation from each coach.
- c. Not to sublet the field.
- d. Not to make any improvements or alterations on said premises.
- e. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- f. Not to erect any barriers or fences of any kind unless approved by CITY.
- g. Not to use herbicides at the park for any purpose.
- h. Not to disconnect or make changes to existing phone line account
- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.

- j. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted cleaning agency will be hired by the CITY and the LEAGUE will be responsible for all fees related to the service.
- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times including graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works Superintendent at 625-9466. LEAGUE will not attempt to remove graffiti or make repairs to building.
- l. To ensure when a barbecue is used it is set up a minimum of ten feet away from any structure; and LEAGUE must provide one fire extinguisher for each barbecue being used. LEAGUE must also ensure that barbecue has completely cooled down before returning to storage in any CITY structure.
- m. To deposit with the CITY representative the sum of Two Hundred Dollars (\$200) as a refundable cleaning deposit to ensure the proper care and cleanup of the snack bar, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY-owned equipment have been properly cared for and cleaned up. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines, shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY.
- n. To conform to all safety and health regulations and maintain all CITY-installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- o. To be responsible for all costs as a result of lost or stolen keys.
- p. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- q. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property. LEAGUE shall furnish and supply personnel to conduct and supervise the League activities on the premises.

- r. If LEAGUE elects to use lights for activities conducted after dark, LEAGUE agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Ten Dollars (\$10) per hour, per field; and LEAGUE will remit prompt payment to CITY upon receipt of monthly invoice.
- s. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- t. To provide CITY with participant rosters, practice and game schedules.
- u. To provide CITY with financial statements upon request for audit purposes.
- v. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- w. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which LEAGUE had knowledge.
- x. It is agreed that LEAGUE may use said baseball fields from January 3, 2012, through August 31, 2012, Mondays through Fridays generally commencing at 4:00 p.m. and Saturdays generally commencing at 8:00 a.m. No activities will be conducted past 10:00 p.m.
- y. **PUBLIC LIABILITY AND PROPERTY DAMAGE:** Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept, in full force and effect for the mutual benefit of CITY and LEAGUE comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice, in writing by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.
- z. **INDEMNIFICATION:** LEAGUE shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by LEAGUE of any and all legal costs and attorneys' fees in any manner arising out of

any negligent or intentional or willful acts or omissions of the LEAGUE in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages, to the maximum extent permitted by law.

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

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

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

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

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

**GOLDEN GIRLS SOFTBALL LEAGUE**

**CITY OF MONTCLAIR**

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Secretary

**ATTEST:**

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

**CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES**

**JANUARY 2012**

<b>After Hours Emergency - Call Montclair PD</b>	<b>Montclair Police Dept</b>	<b>Contact</b>	<b>(909) 621-4771</b>
Sports League Administration	Sports League Liaison	Lelan McDougal	(909) 625-9496work
Building Maintenance	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443work (909) 721-1744 cell
Ground Maintenance	Facilities and Grounds Superintendent	Mike McGehee	((909) 625-9443work (909) 721-1744 cell
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429
Vandalism	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443work (909) 721-1744 cell
Secondary Contact for Mike McGehee	Public Works Superintendent	Xavier Mendez	(909) 625-9467

**AGREEMENT NO. 12-06  
WITH ALL CITIES YOUTH BASEBALL  
FOR USE OF ESSEX PARK**

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

**WITNESSETH:**

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

**WHEREAS**, said Park has been developed to provide areas for youth sports, on which premises ACYB desires to use for Youth Baseball activities at such times and hours set forth in Section 1(w). The term of this Agreement is for January 3, 2012, through August 31, 2012.

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

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to sublet the field.
- c. Not to make any improvements or alterations on said premises.
- d. Not to charge for parking of vehicles in the parking lots located within CITY facilities.
- e. Not to erect any barriers or fences of any kind unless approved by CITY.
- f. Not to use herbicides at the park for any purpose.
- g. Not to disconnect or make changes to existing phone line account.
- h. Not to allow hitting balls into the chain-link fences for batting practice.
- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to ACYB. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of ACYB.
- j. To maintain the rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted

cleaning agency will be hired by the CITY and ACYB will be responsible for all fees related to the service.

- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times including graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works Superintendent at 625-9466. ACYB will not attempt to remove graffiti or make repairs to building.
- l. To ensure when a barbecue is used, it is set up a minimum of ten feet away from any structure; and ACYB must provide one Fire Extinguisher for each barbecue being used. ACYB must also ensure that barbecue has completely cooled down before returning to storage in any CITY structure.
- m. To deposit with the CITY representative the sum of Two Hundred Dollars (\$200) as a refundable cleaning deposit to ensure the proper care and cleanup of the snack bar, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and ACYB representatives to ensure that all areas and CITY-owned equipment have been properly cared for and cleaned up. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by ACYB shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.
- n. To conform to all safety and health regulations and maintain all CITY-installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- o. To be responsible for all costs as a result of lost or stolen keys.
- p. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- q. ACYB agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property. ACYB shall furnish and supply personnel to conduct and supervise the Youth Baseball activities on the premises.
- r. To provide the CITY representative with a list of the Board of Directors including names, addresses, and telephone numbers.
- s. To provide CITY with participant rosters, practice and game schedules.

- t. To provide CITY with financial statements upon request for audit purposes.
- u. To designate one individual as the ACYB's representative to work with the CITY's representative.
- v. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency of which ACYB had knowledge.
- w. It is agreed that ACYB may use said baseball fields from January 3, 2012, through August 31, 2012, Mondays through Fridays generally commencing at 4:00 p.m. and Saturdays generally commencing at 8:00 a.m. No activities will be conducted past daylight hours.
- x. **PUBLIC LIABILITY AND PROPERTY DAMAGE:** Throughout the term of this Agreement, at ACYB's sole cost and expense, ACYB shall keep, or cause to be kept, in full force and effect for the mutual benefit of CITY and ACYB comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. ACYB shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.
- y. **INDEMNIFICATION:** ACYB shall defend, indemnify, and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by ACYB of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the ACYB in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.
- z. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with ACYB, unless such person is otherwise regularly employed by and conducting official business of CITY.
- aa. To conduct all operations in compliance with the Americans with Disabilities Act.

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

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

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

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

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

**ALL CITIES YOUTH BASEBALL**

**CITY OF MONTCLAIR**

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Secretary

**ATTEST:**

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

**CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES**

**JANUARY 2012**

<b>After Hours Emergency - Call Montclair PD</b>	<b>Montclair Police Dept</b>	<b>Contact</b>	<b>(909) 621-4771</b>
Sports League Administration	Sports League Liaison	Lelan McDougal	(909) 625-9496work
Building Maintenance	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443work (909) 721-1744 cell
Ground Maintenance	Facilities and Grounds Superintendent	Mike McGehee	((909) 625-9443work (909) 721-1744 cell
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Vandalism	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443work (909) 721-1744 cell
Secondary Contact for Mike McGehee	Public Works Superintendent	Xavier Mendez	(909) 625-9467

**AGREEMENT NO. 12-07  
WITH ALL CITIES YOUTH BASEBALL  
FOR USE OF KINGSLEY PARK**

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

**WITNESSETH:**

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

**WHEREAS**, said Park has been developed to provide areas for youth sports on which premises ACYB desires to use for Youth Baseball activities at such times and hours set forth in Section 1(v). The term of this Agreement is for January 3, 2012, through August 31, 2012.

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

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to sublet the field.
- c. Not to make any improvements or alterations on said premises.
- d. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- e. Not to erect any barriers or fences of any kind unless approved by CITY.
- f. Not to use herbicides at the park for any purpose.
- g. Not to disconnect or make changes to existing phone line account.
- h. Not to allow hitting balls into the chain link fences for batting practice.
- i. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted cleaning agency will be hired by the CITY and ACYB will be responsible for all fees related to the service.

- j To maintain snack bar building at all times including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works Superintendent at 625-9466. ACYB will not attempt to remove graffiti or make repairs to building.
- k To deposit with the CITY representative the sum of Two Hundred Dollars (\$200) as a refundable cleaning deposit to ensure the proper care and cleanup of the restrooms. At the end of the playing season, an inspection shall be conducted by CITY and AYCB representatives to ensure that all areas have been properly cared for and cleaned up.
- l To conform to all safety and health regulations and maintain all CITY installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- m To be responsible for the payment of an alarm fee at the rate of Forty Dollars (\$40) per month, per field, and to remit prompt payment to CITY upon receipt of monthly invoice.
- n To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- o ACYB agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property. ACYB shall furnish and supply personnel to conduct and supervise ACYB activities on the premises.
- p If ACYB elects to use lights for activities conducted after dark, ACYB agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Ten Dollars (\$10) per hour, per field; and ACYB will remit prompt payment to CITY upon receipt of monthly invoice.
- q To provide the CITY representative with a list of the Board of Directors including names, addresses, and telephone numbers.
- r To provide CITY with participant rosters, practice and game schedules.
- s To provide CITY with financial statements upon request for audit purposes.
- t To designate one individual as the ACYB's representative to work with the CITY's representative.
- u This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency of which AYCB had knowledge.

- v. It is agreed that AYCB may use said baseball fields from January 3, 2012, through August 31, 2012, Wednesdays and Fridays, generally commencing at 4:00 p.m. No activities will be conducted past 10:00 p.m.
  
- w. **PUBLIC LIABILITY AND PROPERTY DAMAGE:** Throughout the term of this Agreement, at ACYB's sole cost and expense, ACYB shall keep, or cause to be kept, in full force and effect for the mutual benefit of CITY and ACYB comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice in writing by the insurer to CITY by certified mail. ACYB shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.
  
- x. **INDEMNIFICATION:** ACYB shall defend, indemnify, and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by ACYB of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the ACYB in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.
  
- y. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the ACYB, unless such person is otherwise regularly employed by and conducting official business of CITY.
  
- z. To conduct all operations in compliance with the Americans with Disabilities Act.
  
- aa. LEAGUE shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for LEAGUE meetings.

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

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.

- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. ACYB shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by ACYB. A Contact List containing the emergency telephone numbers is attached.
- e. To invoice ACYB monthly for the costs of separately metered field lighting related to use prior to regular season play.
- f. To designate a CITY representative to work with AYCB on all nonmaintenance issues relating to the use of CITY facilities.

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

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

**ALL CITIES YOUTH BASEBALL**

**CITY OF MONTCLAIR**

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Secretary

**ATTEST:**

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

**CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES**

**JANUARY 2012**

<b>After Hours Emergency - Call Montclair PD</b>	<b>Montclair Police Dept</b>	<b>Contact</b>	<b>(909) 621-4771</b>
Sports League Administration	Sports League Liaison	Lelan McDougal	(909) 625-9496work
Building Maintenance	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443work (909) 721-1744 cell
Ground Maintenance	Facilities and Grounds Superintendent	Mike McGehee	((909) 625-9443work (909) 721-1744 cell
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429
Vandalism	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443work (909) 721-1744 cell
Secondary Contact for Mike McGehee	Public Works Superintendent	Xavier Mendez	(909) 625-9467

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER REDEVELOPMENT AGENCY BOARD OF DIRECTORS' ADOPTION OF RESOLUTION NO.12-01 AMENDING THE ENFORCEABLE OBLIGATION PAYMENT SCHEDULE	<b>DATE:</b> January 17, 2012
	<b>SECTION:</b> RESOLUTIONS
	<b>ITEM NO.:</b> 1
	<b>FILE I.D.:</b> RDA050
	<b>DEPT.:</b> REDEVELOPMENT

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**REASON FOR CONSIDERATION:** As the Redevelopment Agency Board of Directors is aware, the California Supreme Court took action to uphold ABX1 26 while invalidating ABX1 27. ABX1 26 eliminates redevelopment agencies, while ABX1 27 would have allowed redevelopment agencies to continue upon providing the appropriate payment to the state. With the elimination of redevelopment agencies upheld, redevelopment agencies are to amend their previously adopted "Enforceable Obligation Payment Schedules (EOPS)." The EOPS is used by city, county, and state agencies as the statement of obligations requiring payment as redevelopment agencies are dissolved.

The Redevelopment Agency Board of Directors is requested to consider adoption of Resolution No. 12-01, which would adopt and approve transmittal of the City of Montclair's Enforceable Obligation Payment Schedule. The Enforceable Obligation Payment Schedule is labeled Exhibit A.

**BACKGROUND:** The City of Montclair Redevelopment Agency Board of Directors adopted its EOPS pursuant to the requirements of ABX1 26 on August 15, 2011. The EOPS was subsequently amended by the Redevelopment Agency Board of Directors on September 19, 2011, and on November 21, 2011. By legislative design, the initial EOPS was to be adopted for the period from August 28, 2011, to December 31, 2011. Pursuant to the Supreme Court decision eliminating redevelopment agencies, a redevelopment agency has until January 31, 2012, to amend its EOPS to include obligations for the period from January 1, 2012, to May 31, 2012.

Upon dissolution of redevelopment agencies on February 1, 2012, the assets of a redevelopment agency would be turned over to a Successor Agency. Staff is recommending the City of Montclair become the Successor Agency for the City of Montclair Redevelopment Agency. The City would then be able to use the assets of the Redevelopment Agency to pay the obligations listed on the EOPS.

**FISCAL IMPACT:** The City Council's adoption of proposed Resolution No. 12-01 would authorize financial payment of obligations of the redevelopment agency before and after its dissolution on February 1, 2012. This action is necessary to make sure Redevelopment Agency assets are used to repay Redevelopment Agency fiscal obligations.

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

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

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**RECOMMENDATION:** Staff recommends the Redevelopment Agency Board of Directors adopt Resolution No. 12-01, a Resolution of the City of Montclair Redevelopment Agency amending the Enforceable Obligation Payment Schedule.

**ENFORCEABLE OBLIGATION PAYMENT SCHEDULE**  
 Per AB 26 - Section 34167 and 34169 (\*)

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Payments by month						Total
				January	February	March	April	May	June	
1) 1997 Taxable Tax Allocation Bonds	Bank of New York Mellon	Bond issue to fund non-housing projects	318,360.00			6,820.00				\$ 6,820.00
2) 2007A Tax Allocation Refunding Bonds	Bank of New York Mellon	Bond issue to fund non-housing projects	40,548,068.86		544,893.75					\$ 544,893.75
3) 2007B Taxable Tax Allocation Bonds	Bank of New York Mellon	Bond issue to fund non-housing projects	4,814,242.50		89,641.75					\$ 89,641.75
4) 2004 Tax Allocation Bonds	Bank of New York Mellon	Bond issue to fund non-housing projects	7,392,100.00			113,987.50				\$ 113,987.50
5) 2001 Tax Allocation Bonds	Bank of New York Mellon	Bond issue to fund non-housing projects	14,538,845.00			235,480.00				\$ 235,480.00
6) 2008A Tax Allocation Bonds	Bank of New York Mellon	Bond issue to fund non-housing projects	12,187,550.50			198,984.75				\$ 198,984.75
7) 2006B Tax Allocation Bonds	Bank of New York Mellon	Bond issue to fund non-housing projects	6,131,187.50			77,900.00				\$ 77,900.00
8) 2008 Tax Allocation Notes	Bank of New York Mellon	Notes issue to fund non-housing projects	7,995,000.00					7,995,000.00		\$ 7,995,000.00
9) Employee Costs	Employees of Agency	Agency meetings	9,900.00	825.00	825.00	825.00	825.00	825.00	825.00	\$ 4,950.00
10) Employee Costs	Employees of Agency	Payroll for employees	1,040,489.00	86,707.42	86,707.42	86,707.42	86,707.42	86,707.42	86,707.42	\$ 520,244.52
11) Contract for Bond Trustee Service	Bank of New York Mellon	Annual bond trustee fees/costs	19,300.00		9,650.00					\$ 9,650.00
12) Contract for Legal Services	Best Best & Krueger LLP	Agency legal services	141,250.00	11,771.00	11,771.00	11,771.00	11,771.00	11,771.00	11,771.00	\$ 70,626.00
13) Contract for Bond Services	Bondtopix LLC	Bond Continuing Disclosure services	13,500.00		13,500.00					\$ 13,500.00
14) Contract for Bond Services	Bondtopix LLC	Bond Arbitrage Rebate Calculation services	10,500.00					10,500.00		\$ 10,500.00
15) Contract for consulting services	Southern California Association of Governments	Cost to participate in Compass 2 percent Strategy Prog	25,000.00					25,000.00		\$ 25,000.00
16) Agency Membership costs	California Redevelopment Association	Annual membership dues	8,260.00						8,260.00	\$ 8,260.00
17) Agency Membership costs	California Association for Local Economic Development	Annual membership dues	534.00						534.00	\$ 534.00
18) Agency Membership costs	International Council for Shopping Centers	Annual membership dues	1,025.00		512.50					\$ 512.50
19) Agency Membership costs	Inland Empire Economic Partnership	Annual membership dues	10,000.00					10,000.00		\$ 10,000.00
20) Agency vocational training costs	California Redevelopment Association	RDA vocational training for employees	1,000.00			1,000.00				\$ 1,000.00
21) Agency Subscription costs	Crittenden	Annual retail space subscription costs	967.00		967.00					\$ 967.00
22) Agency professional service costs	CWS	Brochure Printing	2,000.00			2,000.00				\$ 2,000.00
23) Agency professional service costs	CWS	Available properties brochures	7,000.00						7,000.00	\$ 7,000.00
24) Rehabilitation Loan Agreements	Montclair Housing Corporation	Rehabilitation loan for various improvements to MHC u	1,000,000.00			1,000,000.00				\$ 1,000,000.00
25) Agency Insurance Costs	Kessler-Alair Insurance Services	Public Employee's Bond	175.00	14.50	14.50	14.50	14.50	14.50	14.50	\$ 87.00
26) Agency Delivery Service	Federal Express Corp	Delivery Service	500.00	41.67	41.67	41.67	41.67	41.67	41.67	\$ 250.02
27) Contract for Professional Service	First American Data Tree	Property search services	1,500.00			500.00				\$ 500.00
28) Contract for Safekeeping Services	First Tennessee Bank Safekeeping	Investment Safekeeping services	1,400.00	350.00			350.00			\$ 700.00
29) Contract for Planning Services	Fleener Associates	Housing Improvement Task Force planning services	40,000.00		10,000.00		10,000.00			\$ 20,000.00
30) Contract for Professional Service	Group 1 Productions	Video assistance	12,900.00			12,900.00				\$ 12,900.00
31) Contract for Professional Service	HDL Coten & Cone	Tax increment and Property Tax Analysis services	28,211.00	7,000.00			7,000.00			\$ 14,000.00
32) Contract for Professional Service	Hinderliter De Llamas & Associates	Sales Tax Analysis service	57,539.00	6,000.00		10,000.00		10,000.00		\$ 26,000.00
33) Contract for Professional Service	Lance, Sill & Lunghard LLP	Audit and compliance services	15,500.00	2,000.00					13,500.00	\$ 15,500.00
34) Contract for Professional Service	Landscape Maintenance Unlimited	Temporary landscape maintenance services	4,000.00	333.00	333.00	333.00	333.00	333.00	333.00	\$ 1,998.00
35) Agency Subscription costs	Montclair Chamber of Commerce	GoStar Subscription	4,118.00			1,029.60			1,029.60	\$ 2,059.20
36) Economic development costs	Montclair Chamber of Commerce	Economic Development and Business retention services	14,116.00		3,529.60			3,529.60		\$ 7,059.20
37) Rent of Office Space	Montclair Town Center LLC	Office rent	25,606.00	2,133.80	2,133.80	2,133.80	2,133.80	2,133.80	2,133.80	\$ 12,802.80
38) Graffiti Abatement costs	City of Montclair	Removal of graffiti in RDA areas	52,041.00	4,336.78	4,336.78	4,336.78	4,336.78	4,336.78	4,336.78	\$ 26,020.88
39) Employee Costs	City of Montclair	Indirect Staff Charges reimbursement	215,484.00							\$ -
40) Utility costs	Monte Vista Water District	Temporary water services	12,765.00	2,127.50		2,127.50			2,127.50	\$ 6,382.50
Totals - This Page			\$ 96,272,554.36	\$ 99,709.59	\$ 768,524.59	\$ 1,750,831.84	\$ 109,709.59	\$ 8,094,359.58	\$ 160,653.58	\$ 10,983,888.79
Totals - Page 2			\$ 2,982,084.00	\$ 57,705.70	\$ 2,156,466.50	\$ 59,468.50	\$ 52,466.50	\$ 111,804.50	\$ 58,380.50	\$ 2,496,090.20
Totals - Page 3			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals - Page 4			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals - Other Obligations			\$ 124,729,956.17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,510,972.00	\$ 5,510,972.00
Grand total - All Pages			\$ 223,984,594.53	\$ 157,415.29	\$ 2,924,991.09	\$ 1,810,398.34	\$ 162,176.09	\$ 8,205,964.09	\$ 5,730,006.09	\$ 18,990,950.89

\* This Enforceable Obligation Payment Schedule (EOPS) is to be adopted by the redevelopment agency no later than January 31, 2012. It is valid through 6/30/12. It is the basis for the Preliminary Draft Recognized Obligation Payment Schedule (ROPS), which must be prepared for the Successor Agency.

\*\* Include only payments to be made after the adoption of the EOPS.  
 \*\*\* All payment amounts are estimates

**ENFORCEABLE OBLIGATION PAYMENT SCHEDULE**  
 Per AB 26 - Section 34167 and 34169 (\*)

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Payments by month						Total
				January	February	March	April	May	June	
1) Agency Insurance Costs	California Insurance Pool Authority	General Liability Insurance	194,916.00	605.00	605.00	605.00	605.00	605.00	605.00	\$ 3,630.00
2) Agency Membership costs	National Association of Housing & Redevelopment Offi	Annual membership costs	210.00						210.00	\$ 210.00
3) Contract for Construction	National Community Renaissance	Special needs housing project	1,900,000.00		1,900,000.00					\$ 1,900,000.00
4) Housing Improvement costs	Neighborhood Partnership Housing	Safe Homes for Seniors costs	30,000.00	2,000.00	2,000.00	3,000.00	3,000.00	3,000.00	3,000.00	\$ 16,000.00
5) Housing Improvement Loans	Neighborhood Partnership Housing	Single family housing rehabilitation loans	270,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	\$ 180,000.00
6) Agency Insurance Costs	California Insurance Pool Authority	Earthquake/Flood Insurance	9,248.00	771.00	771.00	771.00	771.00	771.00	771.00	\$ 4,626.00
7) Contract for Legal Services	Robbins & Holdaway	Agency legal services	5,000.00	417.00	417.00	417.00	417.00	417.00	417.00	\$ 2,502.00
8) Advertising for Bond costs	Source Media	Publication of Bond Call Notice	4,500.00							\$ 4,500.00
9) Utility Costs	Southern California Edison Co	Temporary utility costs for properties	2,000.00	167.00	167.00	167.00	167.00	167.00	167.00	\$ 1,002.00
10) Contract for Professional Service	Southern California Landscape	Temporary Foundation 11 landscape maintenance ser	38,000.00		13,000.00	13,000.00	6,000.00	3,000.00	3,000.00	\$ 38,000.00
11) Contract for Legal Services	Stradling, Yocca, Carlson & Rauth	Agency legal services	25,000.00		3,100.00	3,100.00	3,100.00	3,100.00		\$ 12,400.00
12) Commercial Rehabilitation Loan Agreement	Darryl L. Synder & Jana Maria Campbell	Commercial Rehabilitation Loan	50,000.00	7,500.00					7,500.00	\$ 15,000.00
13) Homebuyers Assistance Program Agreement	US Bank	Shared Appreciation costs on Homebuyer Assistance f	2,000.00							\$ -
14) Homebuyers Assistance Program Agreement	US Bank	Homebuyer Assistance program servicing fees	304.00						304.00	\$ 304.00
15) Agency Insurance Costs	Kessler-Alair Insurance Services	Fire Insurance	1,753.00	146.00	146.00	146.00	146.00	146.00	146.00	\$ 876.00
16) Office supplies	Xpedx Paper & Graphics	Office Supplies	400.00					400.00		\$ 400.00
17) Employee Costs	Employees of the Agency	Mileage/Auto Allowance	26,820.00	2,235.00	2,235.00	2,235.00	2,235.00	2,235.00	2,235.00	\$ 13,410.00
18) Utility Costs	Verizon California	Telephone services	1,659.00	142.00	142.00	142.00	142.00	142.00	142.00	\$ 852.00
19) Utility Costs	Southern California Edison Co	Electrical services	3,882.00	323.50	323.50	323.50	323.50	323.50	323.50	\$ 1,941.00
20) Utility Costs	Southern California Gas Company	Natural Gas services	259.00	21.50	21.50	21.50	21.50	21.50	21.50	\$ 129.00
21) Cellular Phone Costs	Verizon Wireless	Cellular phone costs	463.00	38.50	38.50	38.50	38.50	38.50	38.50	\$ 231.00
22) Contract for Construction	Earth Tek Engineering Corp	Alma Hofman Park Improvement Project	128,392.00	12,839.20						\$ 12,839.20
23) Agency Loan Agreements	City of Montclair	Note for redevelopment projects in Project Area III	58,738.00					58,738.00		\$ 58,738.00
24) Member Fee	Gold Line Construction Authority	Gold Line Membership	30,000.00		30,000.00					\$ 30,000.00
25) Route Alternative Study	Gold Line Construction Authority	Fee for participation in study	160,000.00		160,000.00					\$ 160,000.00
26) Maintenance Contract	Buchbinder Maintenance Inc.	Vandalism Repairs	1,500.00	500.00		500.00		500.00		\$ 1,500.00
27) Monument Sign Repairs	Sign A Rama	Foundation Area 11 required repairs	2,000.00		1,500.00		500.00			\$ 2,000.00
28) Maintenance Contract	Landmark Fence	Foundation Area 11 and 12 required repairs	10,000.00		7,000.00			3,000.00		\$ 10,000.00
29) Oversight Board	County of San Bernardino	Administrative Costs	25,000.00		5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	\$ 25,000.00
30)										\$ -
31)										\$ -
32)										\$ -
33)										\$ -
34)										\$ -
35)										\$ -
36)										\$ -
37)										\$ -
38)										\$ -
39)										\$ -
40)										\$ -
<b>Totals - This Page</b>			<b>\$ 2,982,084.00</b>	<b>\$ 57,705.70</b>	<b>\$ 2,156,466.50</b>	<b>\$ 59,466.50</b>	<b>\$ 52,466.50</b>	<b>\$ 111,604.50</b>	<b>\$ 58,360.50</b>	<b>\$ 2,496,090.20</b>

\* This Enforceable Obligation Payment Schedule (EOPS) is to be adopted by the redevelopment agency no later than January 31, 2012. It is valid through 6/30/12. It is the basis for the Preliminary Draft Recognized Obligation Payment Schedule (ROPS), which must be prepared for the Successor Agency.

\*\* Include only payments to be made after the adoption of the EOPS.  
 \*\*\* All payment amounts are estimates

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**OTHER OBLIGATION PAYMENT SCHEDULE**  
 Per AB 26 - Section 34167 and 34169 (\*)

74

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Payments by month							
				January	February	March	April	May	June	Total	
1) Statutory Payments	Chaffey Community College	Payments per CRL 33607.5 and .7	37,257.00						37,257.00	\$ 37,257.00	
2) Statutory Payments	Chaffey Joint Union High School	Payments per CRL 33607.5 and .7	135,774.00						135,774.00	\$ 135,774.00	
3) Statutory Payments	Chino Basin Water Conservation District	Payments per CRL 33607.5 and .7	8,577.00						8,577.00	\$ 8,577.00	
4) Statutory Payments	San Bernardino County Treasurer	Payments per CRL 33607.5 and .7	31,807.00						31,807.00	\$ 31,807.00	
5) Statutory Payments	Inland Empire Utilities Agency	Payments per CRL 33607.5 and .7	7,171.00						7,171.00	\$ 7,171.00	
6) Statutory Payments	Inland Empire West Resource Conservation District	Payments per CRL 33607.5 and .7	346.00						346.00	\$ 346.00	
7) Statutory Payments	Monte Vista Water District	Payments per CRL 33607.5 and .7	21,778.00						21,778.00	\$ 21,778.00	
8) Statutory Payments	Ontario-Montclair Elementary School District	Payments per CRL 33607.5 and .7	167,977.00						167,977.00	\$ 167,977.00	
9) Statutory Payments	San Bernardino County Office of Education	Payments per CRL 33607.5 and .7	4,421.00						4,421.00	\$ 4,421.00	
10) Statutory Payments	San Bernardino County Library District	Payments per CRL 33607.5 and .7	5,290.00						5,290.00	\$ 5,290.00	
11) Statutory Payments	County of San Bernardino	Payments per CRL 33607.5 and .7	10,245.00						10,245.00	\$ 10,245.00	
12) Pass Through Agreements	Inland Empire Utility Agency	Payments per former CRL 33401	6,752,695.83						355,936.00	\$ 355,936.00	
13) Pass Through Agreements	County of San Bernardino	Payments per former CRL 33401	56,825,844.83						1,381,390.00	\$ 1,381,390.00	
14) Pass Through Agreements	Chaffey Community College	Payments per former CRL 33401	1,838,863.97						45,149.00	\$ 45,149.00	
15) Pass Through Agreements	Chaffey Joint Union High School	Payments per former CRL 33401	6,857,742.92						463,167.00	\$ 463,167.00	
16) Pass Through Agreements	Ontario-Montclair Elementary School District	Payments per former CRL 33401	8,259,159.92						202,265.00	\$ 202,265.00	
17) Pass Through Agreements	San Bernardino County Office of Education	Payments per former CRL 33401	326,214.58						6,458.00	\$ 6,458.00	
18) Pass Through Agreements	Monte Vista Water District	Payments per former CRL 33401	2,743,168.02						63,168.00	\$ 63,168.00	
19) Statutory Payments	Low and Moderate Income Housing Funds	Payments per CRL 33334.2	41,720,223.10						2,387,000.00	\$ 2,387,000.00	
20) Statutory Payments	County of San Bernardino	Administrative Charges in connection with Tax Increme	175,800.00						175,800.00	\$ 175,800.00	
21)										\$ -	
22)										\$ -	
23)										\$ -	
24)										\$ -	
25)										\$ -	
26)										\$ -	
27)										\$ -	
28)										\$ -	
<b>Totals - Other Obligations</b>			<b>\$ 124,729,956.17</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,510,972.00</b>	<b>\$ 5,510,972.00</b>

\* This Enforceable Obligation Payment Schedule (EOPS) is to be adopted by the redevelopment agency no later than January 31, 2012. It is valid through 6/30/12. It is the basis for the Preliminary Draft Recognized Obligation Payment Schedule (ROPS), which must be prepared for the Successor Agency.

\*\* Include only payments to be made after the adoption of the EOPS.  
 \*\*\* All payment amounts are estimates

## RESOLUTION NO. 12-01

### A RESOLUTION OF THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY AMENDING THE ENFORCEABLE OBLIGATION PAYMENT SCHEDULE AND AUTHORIZING ITS TRANSMITTAL TO THE COUNTY OF SAN BERNARDINO AND STATE OF CALIFORNIA

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

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

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

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

**WHEREAS**, ABX1 26 and ABX1 27 were the subject of judicial challenge pursuant to *California Redevelopment Association, et al., v. Ana Matosantos, et al.* ("CRA Action"); and

**WHEREAS**, the State of California Supreme Court took action on December 29, 2011, which invalidated ABX1 27 and upheld the provisions of ABX1 26; and

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

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

**WHEREAS**, the action of the State of California Supreme Court called for dissolution of all redevelopment agencies by February 1, 2012; and

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

**WHEREAS**, Part 1.8 of the CRL initially required redevelopment agencies to adopt an Enforceable Obligation Payment Schedule within 60 days of the effective date of Part 1.8 of the CRL to include enforceable obligations through December 31, 2011; and

**WHEREAS**, Part 1.8 of the CRL required the transmittal of the Enforceable Obligation Payment Schedule to the County of San Bernardino Auditor–Controller, State of California Office of the Controller, and State of California Department of Finance; and

**WHEREAS**, Part 1.8 of the CRL allows redevelopment agencies to amend its Enforceable Obligation Payment Schedule; and

**WHEREAS**, the Agency must amend its Enforceable Obligation Payment Schedule to include the period from January 1, 2012, through May 31, 2012; and

**WHEREAS**, the City, by the adoption of this Resolution seeks to comply with the Constitution and laws of the State of California.

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

**Section 1.** The foregoing Recitals are incorporated into this Resolution by this reference and constitute a material part of this Resolution.

**Section 2.** Pursuant to CRL Section 34169(g)(2), the Agency hereby expresses its intent to amend the Enforceable Obligation Payment Schedule in compliance with Part 1.8 and shall be interpreted and applied in all respects in accordance with such section and Part 18, to the fullest extent permitted by law.

**Section 3.** The Executive Director is hereby authorized and directed to notify and transmit the amended Enforceable Obligation Payment Schedule to the San Bernardino County Auditor, the California Department of Finance, and the California State Controller concerning the Resolution in accordance with Section 34169(g)(2).

**Section 4.** The Agency Secretary shall certify to the adoption of this Resolution.

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 City of Montclair Redevelopment Agency, DO HEREBY CERTIFY that Resolution No. 12-01 was duly adopted by the 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

**MINUTES OF THE MEETING OF THE MONTCLAIR  
CODE ENFORCEMENT COMMITTEE HELD ON  
MONDAY, DECEMBER 19, 2011, AT 6:02 P.M. IN  
THE CITY HALL CONFERENCE ROOM, 5111 BENITO  
STREET, MONTCLAIR, CALIFORNIA**

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**I. CALL TO ORDER**

Council Member Dutrey called the meeting to order at 6:02 p.m.

**II. ROLL CALL**

Present: Mayor Eaton, Council Member Dutrey; City Manager Starr;  
Director of Community Development Lustro, Police Chief  
Jones; City Attorney Robbins

Absent: Council Member Paulitz

**III. APPROVAL OF MINUTES**

**A. Minutes of Code Enforcement Committee Meeting of August 15, 2011**

It was the consensus of the Code Enforcement Committee to approve the minutes of the Code Enforcement Committee meeting of August 15, 2011.

**IV. PUBLIC COMMENT - None**

**V. OLD BUSINESS**

- A. Director of Community Development Lustro reported that all illegal medical marijuana dispensaries within the City limits have been shut down. The most recent closure occurred in November at a facility in the Stater Bros. center (9513 Central Avenue, Suite E). That particular dispensary was operated by a retired parole agent.

Council Member Dutrey asked if staff was receiving cooperation from property owners where these facilities have been established.

Director of Community Development Lustro answered, "Generally, yes," which has helped staff close down the dispensaries more quickly. He noted there has been only one case where the property owner of 4238 Mission Boulevard was uncooperative. The recent aggressive involvement by the United States Attorney General and other agencies has helped staff convince property owners to take action to avoid criminal prosecution or possibly having their property seized.

- B. Director of Community Development Lustro reintroduced discussion about amending the Municipal Code related to yard sales. Staff has formulated three options, but there are elements of each that can be mixed and matched. The City currently allows three yard sales per residential address per calendar year. Staff is recommending consideration of a program similar to Ontario and Pomona in which residents would be allowed to have four yard sales per calendar year but only on designated weekends (Friday through Sunday). By designating weekends, yard sale shoppers would know which times of the year to "shop" in Montclair. Sellers would enjoy the benefit of a critical mass of yard sales, potentially generating more traffic and more business. From a staff perspective, such a program would reduce the burden on clerical staff in Community Development and Public Works Departments because there would only be a "rush" for permits four times per year. Presently, clerical staff is burdened with issuing permits on a weekly basis, with Thursdays typically being the busy day. Isolating yard sale activity to only four weekends per year will also free up Code Enforcement reserve personnel to focus on other activity the other 48 weekends. Director of Community Development Lustro added that in past discussions, the Committee has been generally supportive of this concept, with Council Member Paulitz adding that he would like to see provisions for moving sales and estate sales. This is provided for in Option #4. Council Member Dutrey stated that he agrees with staff's recommendation and believes that Option #2 should be combined with Option #4. Mayor Eaton agreed. Council Member Dutrey and Mayor Eaton requested that staff prepare an Ordinance for the Code Enforcement Committee's review.
- C. Director of Community Development Lustro reintroduced the discussion regarding potential prohibition of pushcart vending. At Council Member Dutrey's request, staff ascertained that the cities of Chino and Ontario allow pushcart vending, subject to similar rules and regulations currently in place in Montclair, while the City of Pomona prohibits pushcart vending. City Attorney Robbins stated that Pomona's prohibition on pushcarts has been upheld in court. She added that if Montclair considers a ban on pushcarts, specific findings will need to be made that support the ban. City Manager Starr stated that an ordinance allowing food trucks to operate countywide is currently working its way through County staff; if approved, the County ordinance would allow even more potential vendors in Montclair.

Council Member Dutrey asked if pushcart vendors typically sell their products on private property, such as Montclair Plaza.

Director of Community Development Lustro answered, "No, they typically sell within the public right-of-way."

City Attorney Robbins advised that any street vendors would need permission from a property owner to sell on private property.

Council Member Dutrey asked if the Police Department has had any particular problem with pushcart vendors.

Police Chief Jones replied that the issues they have dealt with primarily surround illegal food vending from shopping carts and unlicensed carts. However, Patrol Officers need to catch vendors in the act of selling food; they cannot do anything if an individual is simply pushing an unlicensed cart down the street.

It was the consensus of the Committee that staff conduct additional research on this issue and report back to the Code Enforcement Committee in the future.

- D. City Manager Starr said that he met recently with **Metro Nissan** General Manager **Naveen Kathuria** and **Metro Honda** President **John Hawkins** regarding code violations at the Metro Motorplex. He noted the detail canopy at the rear of Metro Nissan has been rehabilitated with new canvas; however, graphics and signage were added to the new canvas coverings without benefit of review by the City. The detail area still does not exhibit any appearance of permanence; it continues to look like a temporary canopy. He advised that **Mr. Kathuria** indicated the hot air balloons being displayed on a daily basis are "essential to advertising" and are a marketing tool that helps attract customers. He indicated that **Mr. Kathuria** was told to contact Community Development Director Lustro to discuss the hot air balloon issue.

Community Development Director Lustro noted he has not heard from **Mr. Kathuria**.

Council Member Dutrey stated that he has no problem with the balloons.

Community Development Director Lustro advised that both Metro Nissan and Infiniti of Montclair continue to maintain other long-running sign code violations, such as using banners on a permanent basis and display of portable signs, pennants, and unpermitted tents. The concern, which he has expressed in the past, is how Planning and Code Enforcement are to explain to other business owners who notice these violations why there appears to be a double standard.

## VI. NEW BUSINESS

Community Development Director Lustro discussed the letter included in the Committee's agenda packets that advises commercial and industrial property owners of the City's prohibition on medical marijuana dispensaries and the ramifications of allowing such businesses to operate on

their properties. The letter is based on one that was distributed by the City of Fontana to its property owners. If the Committee feels the letter is a good idea, staff will begin the process of assembling property owner names and addresses after the holidays so that the letter can be distributed.

## VII. DISTRIBUTION OF LIST OF PROBLEM PROPERTIES/Q&A

Community Development Director Lustro stated that a current list of problem properties is included in the agenda packet for the Committee's reference and asked if there were any questions. Council Member Dutrey asked about the pending legal action initiated by the property owner at 4200 Mission Boulevard. City Attorney Robbins replied that she continues to make attempts to have a dialogue with the owner's legal counsel, but he is difficult to contact and somewhat nonresponsive. She has given him a deadline to respond to her requests; if he does not respond, the City will move forward with issuing citations and fines.

Council Member Dutrey inquired about the massage establishments in the 9600 block of Monte Vista Avenue.

Community Development Director Lustro responded that staff has been successful in shutting down several businesses in the subject complex that were engaging in prostitution and is continuing to watch two others. He noted one is a legally established massage business with a Conditional Use Permit; the other is a chiropractor who staff believes may be engaging in other activity. The management company for the property has been reasonably cooperative, but staff has had to remind them often that if they allow the continued operation of businesses engaging in illegal activity, the owner will be subject to criminal action along with the offending tenants.

## VIII. NEXT MEETING

The next Code Enforcement Committee meeting is scheduled for Tuesday, January 17, 2012, at 6:00 p.m. in the City Hall Conference Room.

## IX. ADJOURNMENT

At 6:40 p.m., Council Member Dutrey adjourned the Code Enforcement Committee.

Submitted for Code Enforcement  
Committee approval,



Steve Lustro  
Director of Community Development

**MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON TUESDAY,  
JANUARY 3, 2012, AT 7:38 P.M. IN THE CITY  
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA**

---

**I. CALL TO ORDER**

Mayor Eaton called the meeting to order at 7:38 p.m.

**II. ROLL CALL**

Present: Mayor Eaton; Council Member Ruh; and City Manager Starr

**III. APPROVAL OF MINUTES**

**A. Minutes of the Regular Personnel Committee Meeting of  
December 19, 2011.**

Moved by City Manager Starr, seconded by Council Member Ruh,  
and carried unanimously to approve the minutes of the Personnel  
Committee meeting of December 19, 2011.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**

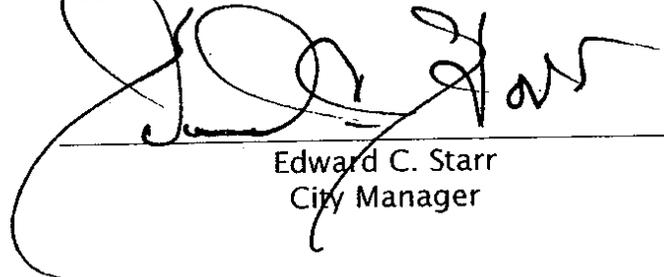
At 7:39 p.m., the Personnel Committee went into Closed Session  
regarding personnel matters related to appointments, resignations/  
terminations, and evaluations of employee performance.

At 7:48 p.m., the Personnel Committee returned from Closed Session.  
Mayor Eaton stated that no announcements would be made at this time.

**VI. ADJOURNMENT**

At 7:48 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr  
City Manager

**CITY OF MONTCLAIR  
STATEMENTS OF COMPLIANCE WITH THE 2011 INVESTMENT POLICY  
AND  
INVESTMENT STRATEGY FOR JANUARY 2012**

**December 31, 2011**

COMPLIANCE STATEMENT

As of December 31, 2011, the City had \$10,048,714 invested in long-term securities. This amount is 28.66 percent and is within the 50 percent limitation established in the 2011 investment policy.

As of December 31, 2011, the City had 69.91 percent of the total portfolio invested to mature within one year. This is more than the 15 percent minimum required by 2011 investment policy.

During December, the City was in compliance with the internal control procedures set forth in the 2011 Investment Policy.

  
\_\_\_\_\_  
Michael Piotrowski  
Senior Accountant

INVESTMENT STRATEGY FOR THE MONTH OF JANUARY 2012

During January 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 June 30, 2012.

**CITY OF MONTCLAIR**  
**STATEMENT OF CASH AND INVESTMENTS BY FUND**  
**AS OF December 31, 2011**

<u>Fund</u>	<u>Beginning Balance</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Interfund Transfers</u>	<u>Ending Balance</u>
General Fund	\$16,908,991.68	\$2,947,009.63	\$2,416,559.58	\$0.00	\$17,439,441.73
Gas Tax Fund	\$3,090,560.69	\$130,358.27	\$266,039.60	\$0.00	\$2,954,879.36
Measure I Fund	\$589,478.83	\$59,014.82	\$57,149.41	\$0.00	\$591,344.24
Traffic Safety Fund	\$412,229.20	\$5,130.18	\$0.00	\$0.00	\$417,359.38
Automated Traffic Enforcement	(\$438,837.01)	\$0.00	\$0.00	\$0.00	(\$438,837.01)
Park Development Fund	\$345,246.97	\$404,581.34	\$9,415.00	\$0.00	\$740,413.31
C.D.B.G. Fund	\$747,659.39	\$18,502.97	\$158.21	\$0.00	\$766,004.15
Air Quality Improvement Trust Fund	\$68,630.04	\$14,889.33	\$1,859.62	\$0.00	\$81,659.75
Older American Fund	(\$13,623.08)	\$12,548.18	\$9,087.64	\$0.00	(\$10,162.54)
Forfeiture Fund - State	\$4,043.42	\$0.00	\$0.00	\$0.00	\$4,043.42
OCJP Grant Fund	(\$76,718.53)	\$0.00	\$0.00	\$0.00	(\$76,718.53)
SB 509 Public Safety Fund	(\$131,606.03)	\$24,280.00	\$19,969.25	\$0.00	(\$127,295.28)
Section 11489 Subfund	\$20,391.93	\$0.00	\$0.00	\$0.00	\$20,391.93
Federal Forfeiture Fund - Treasury	\$230.58	\$0.00	\$0.00	\$0.00	\$230.58
School Districts Grant Fund	(\$632,525.39)	\$0.00	\$11,048.75	\$0.00	(\$643,574.14)
State Supplemental Law Enforcement Fund	\$108,012.06	\$0.00	\$17,400.92	\$0.00	\$90,611.14
Local Law Enforcement Block Grant	\$96,039.64	\$0.00	\$0.00	\$0.00	\$96,039.64
Crime Prevention Fund	\$10,971.03	\$52.84	\$0.00	\$0.00	\$11,023.87
Recycling Grant	\$2,998.61	\$0.00	\$0.00	\$0.00	\$2,998.61
Human Services Grant Fund	\$661,403.96	\$136,615.12	\$136,175.34	\$0.00	\$661,843.74
California Nutrition Network Grant Fund	(\$34,592.51)	\$0.00	\$5,492.01	\$0.00	(\$40,084.52)
Human Services Special Revenue Grant	(\$26,093.09)	\$20,971.22	\$10,309.59	\$0.00	(\$15,431.46)
Office of Traffic Safety Grant Fund	\$2,917.67	\$0.00	\$0.00	\$0.00	\$2,917.67
Paramedic Fund	(\$53,090.90)	\$5,921.63	\$12,640.14	\$0.00	(\$59,809.41)
Ramona Ave. Grade Separation	\$1,282,346.71	\$0.00	\$0.00	\$0.00	\$1,282,346.71
Monte Vista Ave. Grade Separation	(\$1,201,413.18)	\$0.00	\$0.00	\$0.00	(\$1,201,413.18)
Police Facility Capital Project	(\$978,562.12)	\$0.00	\$0.00	\$0.00	(\$978,562.12)
Senior/Youth Center Capital Projects	(\$2,888,943.18)	\$0.00	\$0.00	\$0.00	(\$2,888,943.18)
Parking Lot Expansion Capital Project	(\$1,360.76)	\$0.00	\$0.00	\$0.00	(\$1,360.76)
Capital Projects	\$594,354.49	\$20,045.00	\$20,045.00	\$0.00	\$594,354.49
Sewer Maintenance Fund	\$752,331.93	\$181,980.49	\$190,254.53	\$0.00	\$744,057.89
C.B.M.W.D. Agency	\$738,665.18	\$634.83	\$0.00	\$0.00	\$739,300.01
Equipment Replacement Fund	\$1,235,120.52	\$0.00	\$3,107.86	\$0.00	\$1,232,012.66
Infrastructure Fund	\$984,030.87	\$0.00	\$7,279.32	\$0.00	\$976,751.55
Employee Benefits Self-Ins. Fund	\$298,985.43	\$286.45	\$36,923.59	\$0.00	\$262,348.29
General Liab. Self-Insurance Fund	\$195,811.19	\$0.00	\$1,026.14	\$0.00	\$194,785.05
Contingency Fund	\$11,353,248.56	\$0.00	\$0.00	\$0.00	\$11,353,248.56
Refuse Fee Impound Fund	\$377,553.43	\$29,570.04	\$3,949.68	\$0.00	\$403,173.79
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>	<b>\$34,284,571.97</b>	<b>\$4,012,392.34</b>	<b>\$3,235,891.18</b>	<b>\$0.00</b>	<b>\$35,061,073.13</b>

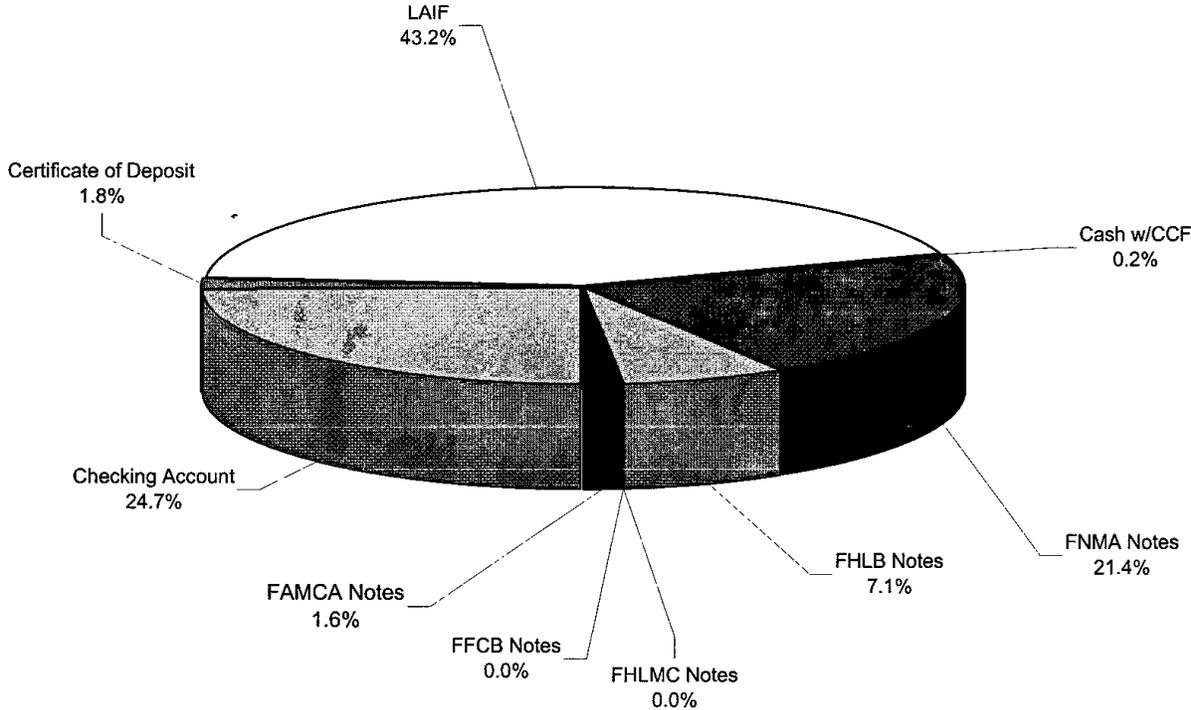
CITY OF MONTCLAIR  
STATEMENT OF CASH AND INVESTMENT ACCOUNTS  
AS OF December 31, 2011

	<u>Par Value</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Coupon Interest Rate</u>	<u>Current Market Value</u>	<u>Balance at Cost</u>	<u>Totals</u>
<b>CHECKING ACCOUNT</b>							
Wells Fargo Bank				0.500%			\$ 8,666,086.97
<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)				0.370%	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%	501,490.00	500,000.00	
					\$ 501,490.00		\$ 500,000.00
<b>U.S. AGENCY SECURITIES (Over 3 Years)</b>							
FAMCA	550,000	04/14/11	2/3/2014	1.340%	559,358.80	549,338.86	
FHLB	500,000	06/27/11	03/27/15	1.300%	502,040.00	500,000.00	
FNMA	1,000,000	06/29/11	06/29/16	2.000%	1,007,110.00	1,000,000.00	
FNMA	1,000,000	06/30/11	06/30/16	1.500%	1,000,000.00	1,000,000.00	
FNMA	1,000,000	07/19/11	07/19/16	2.125%	1,020,270.00	1,000,000.00	
FNMA	1,000,000	07/20/11	07/20/16	1.000%	999,604.86	999,375.00	
FNMA	500,000	07/27/11	07/27/15	1.550%	500,400.00	500,000.00	
FNMA	500,000	07/27/11	07/27/16	2.000%	503,405.00	500,000.00	
FHLB	500,000	08/10/11	08/10/16	1.000%	500,000.00	500,000.00	
FHLB	500,000	08/10/11	08/10/16	1.000%	501,535.00	500,000.00	
FNMA	1,000,000	08/24/11	08/24/16	1.375%	1,003,430.00	1,000,000.00	
FHLB	500,000	08/25/11	08/25/16	1.000%	500,860.00	500,000.00	
FNMA	1,000,000	09/14/11	09/14/16	1.050%	1,002,460.00	1,000,000.00	
FNMA	500,000	09/28/11	09/28/16	1.000%	500,365.00	500,000.00	
					\$ 10,100,838.66		\$ 10,048,713.86
<b>TOTAL</b>							<b>\$ 35,061,073.13</b>

Current market values obtained from First Tennessee Bank.

**CITY OF MONTCLAIR  
CASH AND INVESTMENTS BY ACCOUNT  
December 31, 2011**

**Total Cash & Investments \$35,061,073**



**CITY OF MONTCLAIR  
REDEVELOPMENT AGENCY  
TREASURER'S REPORT**

**FOR THE MONTH ENDING**

**December 31, 2011**

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**SCHEDULE 2 - STATEMENT OF CASH AND INVESTMENTS BY ACCOUNT**

**CASH AND INVESTMENTS BY ACCOUNT GRAPH**

**CITY OF MONTCLAIR  
REDEVELOPMENT AGENCY  
STATEMENT OF CASH AND INVESTMENTS BY FUND  
December 31, 2011**

**PROJECT AREA NO. I**

Low Income	\$ 151,452.53	
Tax Increment	66,154.72	
Operating	<u>(12,683.76)</u>	\$ 204,923.49

**PROJECT AREA NO. II**

Special Housing	\$ 325,774.73	
Low Income	0.00	
Tax Increment	0.00	
Operating	<u>0.00</u>	\$ 325,774.73

**PROJECT AREA NO. III**

Low Income	\$ 3,479,421.59	
Tax Increment	768,763.30	
Operating	<u>2,720,213.67</u>	\$ 6,968,398.56

**PROJECT AREA NO. IV**

Low Income	\$ 623,116.48	
Tax Increment	1,137,500.51	
Operating	<u>370,264.03</u>	\$ 2,130,881.02

**PROJECT AREA NO. V**

Low Income	\$ 2,564,539.76	
Tax Increment	3,752,338.21	
Operating	<u>1,104,394.21</u>	\$ 7,421,272.18

**MISSION BLVD JOINT PROJECT**

Low-Moderate Housing	\$ 444,693.46	
Tax Increment	265,790.65	
Operating	<u>(402,977.17)</u>	\$ 307,506.94

**TOTAL CASH & INVESTMENTS BY FUND**

**\$ 17,358,756.92**

**CITY OF MONTCLAIR  
REDEVELOPMENT AGENCY  
STATEMENT OF CASH AND INVESTMENTS BY ACCOUNT  
December 31, 2011**

	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Market Value</u>	<u>Book Value</u>
<b>Checking Account</b>				
Wells Fargo, 984-002113		0.05%	\$ 10,908,171.03	\$ 10,908,171.03
<b>Cash and Investments</b>				
LAIF		0.37%	2,951,013.98	2,951,013.98
FNMA Note (Fund 2540)	09/20/13	1.000%	499,741.76	499,571.91
FHLB Note (Fund 2350)	03/28/14	1.300%	501,235.00	500,000.00
FHLB Note (Fund 2350)	03/28/14	1.250%	1,002,470.00	1,000,000.00
FHLMC Note (Fund 2540)	07/11/14	1.125%	501,460.00	500,000.00
FFCB Note (Fund 2520)	11/07/14	0.790%	1,000,430.00	1,000,000.00
<b>TOTAL CASH &amp; INVESTMENTS BY ACCOUNT</b>			<b>\$ <u>17,364,521.77</u></b>	<b>\$ <u>17,358,756.92</u></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

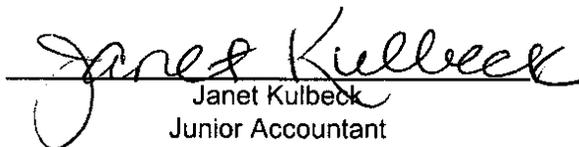
Current market values obtained from First Tennessee Bank.

**NOTE:**

Pursuant to the Agency's 2011 Investment Policy, all moneys exclusive of tax exempt bond proceeds which are invested pursuant to the bond indenture, are invested in banks, the Local Agency Investment Fund and in securities with maturities of no greater than three years.

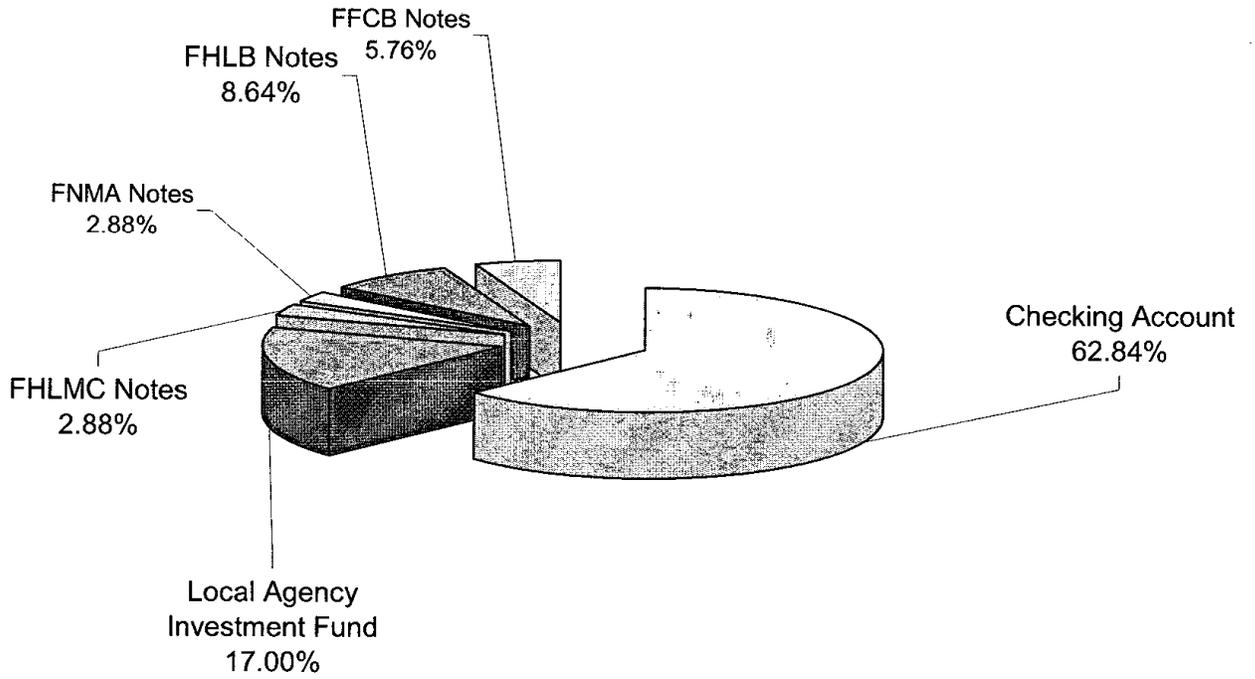
The Agency has sufficient funds available to meet expenditures during the six-month period ending 6/30/2011.

During December, the Agency was in compliance with the internal control procedures set forth in the 2011 Investment Policy.

  
 Janet Kulbeck  
 Junior Accountant

**CITY OF MONTCLAIR REDEVELOPMENT AGENCY  
CASH AND INVESTMENTS BY ACCOUNT GRAPH  
December 31, 2011**

**Total Cash & Investments - \$17,358,757**



**CITY OF MONTCLAIR  
REDEVELOPMENT AGENCY  
WARRANT REGISTER  
FOR THE MONTH ENDING  
December 31, 2011**

City of Montclair  
 Final Warrant Register  
 Council Date 1/17/12  
 Regular Warrants  
 Checking Account: RDA

	Warrants	Wire Transfers	Voided Checks	Electronic AP	<b>Area Totals</b>
Project Area I	441.47	0.00	0.00	18.00	<b>459.47</b>
Project Area II	0.00	0.00	0.00	0.00	<b>0.00</b>
Project Area III	97,323.13	0.00	0.00	216.00	<b>97,539.13</b>
Project Area IV	6,374.66	0.00	0.00	150.00	<b>6,524.66</b>
Project Area V	12,345.86	0.00	0.00	216.00	<b>12,561.86</b>
Project Area VI - Mission Blvd	533.40	0.00	0.00	0.00	<b>533.40</b>
	117,018.52	0.00	0.00	600.00	

**December 2011 Total**

**117,618.52**

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**Vice Chairperson Raft**

CITY OF MONTCLAIR  
FINAL WARRANT REGISTER  
COUNCIL DATE: JANUARY 17, 2012  
REGULAR WARRANTS  
CHECKING ACCOUNT: RDA

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
2120	Project Area I Operating Fund	441.47
2320	Project Area III Operating Fun	16,918.29
2350	Project Area III Low-Mod Housi	80,404.84
2420	Project Area IV Operating Fund	6,374.66
2511	Proj. Area V 2006A Bond Procee	49.61
2520	Project Area V Operating Fund	8,161.21
2560	Project Area V '95 Bond Procee	4,135.04
2620	Mission Blvd Operating Fund	533.40
		-----
	<b>Report Total:</b>	<b>117,018.52</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
007315	Bond001	2420-4319-53290-400	Proj Area IV 2004 Tax Alloc Refund Bonds	41612-6736/1018	10/18/2011		12/01/2011	2,250.00	7315
	Bondlogistix LLC								
							Voucher: 007315	2,250.00	
007316	Fede003	2520-4319-52670-400	Shipping Rene Johnson Stewart Title	7-684-51797	11/04/2011		12/01/2011	20.91	7316
	Federal Express Corp								
							Voucher: 007316	20.91	
007317	Mont074	2560-4319-60020-400	9390 Pradera 09/09/11 - 11/08/11	019-100-00	11/08/2011		12/01/2011	1,128.40	7317
	Monte Vista Water District								
007317	Mont074	2560-4319-60020-400	4425 Bonnie Brae 09/09/11 - 11/08/11	019-101-00	11/08/2011		12/01/2011	356.64	7317
	Monte Vista Water District								
							Voucher: 007317	1,485.04	
007318	Nati050	2350-4319-60990-400	Montclair 4 - Reimb Request #PD 10	PD 10	11/15/2011		12/01/2011	80,404.84	7318
	National Community Renaissance								
							Voucher: 007318	80,404.84	
007319	Sout023	2560-4319-60020-400	Foun Area 11 Landscape Maint November	16563	11/30/2011		12/01/2011	2,650.00	7319
	Southern California Landscape								
							Voucher: 007319	2,650.00	
007321	Best003	2320-4319-53210-400	Prep of CCRs for Foundation Area 11	667024	12/05/2011		12/15/2011	5,807.20	7321
	Best Best & Krieger LLP								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
							Voucher: 007321	5,807.20	
007322	Bond001	2320-4319-52990-400	Proj Area III Tax Alloc Bonds 2007A	41612-9861/1112	11/21/2011		12/15/2011	2,250.00	7322
			Bondlogistix LLC						
							Voucher: 007322	2,250.00	
007323	HDLC001	2120-4319-53210-400	Contract Svcs Prop Tax Oct-Dec 2011	0017640-IN	12/15/2011		12/15/2011	94.50	7323
			HDL Coren & Cone						
007323	HDLC001	2320-4319-53210-400	Contract Svcs Prop Tax Oct-Dec 2011	0017640-IN	12/15/2011		12/15/2011	1,134.00	7323
			HDL Coren & Cone						
007323	HDLC001	2420-4319-53210-400	Contract Svcs Prop Tax Oct-Dec 2011	0017640-IN	12/15/2011		12/15/2011	787.50	7323
			HDL Coren & Cone						
007323	HDLC001	2520-4319-53210-400	Contract Svcs Prop Tax Oct-Dec 2011	0017640-IN	12/15/2011		12/15/2011	1,134.00	7323
			HDL Coren & Cone						
							Voucher: 007323	3,150.00	
007324	Mont001	2320-4319-52790-400	Graffiti Abatement Nov 2011 Area 3	Nov 2011	12/01/2011		12/15/2011	257.30	7324
			City of Montclair						
007324	Mont001	2420-4319-52790-400	Graffiti Abatement Nov 2011 Area 4	Nov 2011	12/01/2011		12/15/2011	597.83	7324
			City of Montclair						
007324	Mont001	2520-4319-52790-400	Graffiti Abatement Nov 2011 Area 5A	Nov 2011	12/01/2011		12/15/2011	2,353.49	7324
			City of Montclair						
007324	Mont001	2520-4319-52790-400	Graffiti Abatement Nov 2011 Area 5B	Nov 2011	12/01/2011		12/15/2011	393.51	7324
			City of Montclair						
							Voucher: 007324	3,602.13	
007325	Mont010	2120-4319-53290-400	Qtrly CoStar Subscription	313	12/01/2011		12/15/2011	31.00	7325
			Montclair Chamber of Commerce						
007325	Mont010	2320-4319-53290-400	Qtrly CoStar Subscription	313	12/01/2011		12/15/2011	370.00	7325
			Montclair Chamber of Commerce						
007325	Mont010	2420-4319-53290-400	Qtrly CoStar Subscription	313	12/01/2011		12/15/2011	258.60	7325
			Montclair Chamber of Commerce						
007325	Mont010	2520-4319-53290-400	Qtrly CoStar Subscription	313	12/01/2011		12/15/2011	370.00	7325
			Montclair Chamber of Commerce						
007325	Mont010	2120-4319-53290-400	Qtrly Investment 1st Qtr 2012	314	12/01/2011		12/15/2011	75.00	7325
			Montclair Chamber of Commerce						
007325	Mont010	2320-4319-53290-400	Qtrly Investment 1st Qtr 2012	314	12/01/2011		12/15/2011	900.00	7325
			Montclair Chamber of Commerce						
007325	Mont010	2420-4319-53290-400	Qtrly Investment 1st Qtr 2012	314	12/01/2011		12/15/2011	625.00	7325
			Montclair Chamber of Commerce						

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007325	Mont010	2520-4319-53290-400	Qtrly Investment 1st Qtr 2012	314	12/01/2011		12/15/2011	900.00	7325
	Montclair Chamber of Commerce								
							Voucher: 007325	3,529.60	
007326	Mont035	2520-4319-52990-400	Reimb MHC 4113 Kingsley Landscape Maint	PR120511	12/05/2011		12/15/2011	200.00	7326
	Montclair Housing Corp								
							Voucher: 007326	200.00	
007327	Sout023	2320-4319-60020-400	Electrical Meter repairs Found Area 11	16550	11/28/2011		12/15/2011	308.00	7327
	Southern California Landscape								
007327	Sout023	2320-4319-60020-400	Clean drains with grates Found Area 11	16552	11/28/2011		12/15/2011	516.00	7327
	Southern California Landscape								
007327	Sout023	2320-4319-60020-400	Water system repair Found Area 11	16598	12/12/2011		12/15/2011	1,858.19	7327
	Southern California Landscape								
007327	Sout023	2320-4319-60020-400	Sprinkler repairs Found Area 11	16602	12/12/2011		12/15/2011	854.50	7327
	Southern California Landscape								
							Voucher: 007327	3,536.69	
007328	Eato004	2120-4319-41020-400	CC Meetings	Dec 2011	12/22/2011		12/22/2011	3.60	7328
	Paul Eaton								
007328	Eato004	2320-4319-41020-400	CC Meetings	Dec 2011	12/22/2011		12/22/2011	43.20	7328
	Paul Eaton								
007328	Eato004	2420-4319-41020-400	CC Meetings	Dec 2011	12/22/2011		12/22/2011	30.00	7328
	Paul Eaton								
007328	Eato004	2520-4319-41020-400	CC Meetings	Dec 2011	12/22/2011		12/22/2011	43.20	7328
	Paul Eaton								
							Voucher: 007328	120.00	
007329	Lanc003	2120-4319-53220-400	2011 RDA Audit - Fieldwork performed	2795	12/12/2011		12/22/2011	228.60	7329
	Lance, Soll & Lunghard LLP								
007329	Lanc003	2320-4319-53220-400	2011 RDA Audit - Fieldwork performed	2795	12/12/2011		12/22/2011	2,514.60	7329
	Lance, Soll & Lunghard LLP								
007329	Lanc003	2420-4319-53220-400	2011 RDA Audit - Fieldwork performed	2795	12/12/2011		12/22/2011	1,752.60	7329
	Lance, Soll & Lunghard LLP								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007329	Lanc003	2520-4319-53220-400	2011 RDA Audit - Fieldwork performed	2795	12/12/2011		12/22/2011	2,590.80	7329
	Lance, Soll & Lunghard LLP								
007329	Lanc003	2620-4319-53220-400	2011 RDA Audit - Fieldwork performed	2795	12/12/2011		12/22/2011	533.40	7329
	Lance, Soll & Lunghard LLP								
							Voucher: 007329	7,620.00	
007330	Land012	2520-4319-52990-400	4113 Kingsley - November service	4113/1211	12/05/2011		12/22/2011	50.00	7330
	Landscape Maintenance Unlimite								
							Voucher: 007330	50.00	
007331	Raft003	2120-4319-41020-400	CC Meetings	Dec 2011	12/22/2011		12/22/2011	3.60	7331
	Carolyn Raft								
007331	Raft003	2320-4319-41020-400	CC Meetings	Dec 2011	12/22/2011		12/22/2011	43.20	7331
	Carolyn Raft								
007331	Raft003	2420-4319-41020-400	CC Meetings	Dec 2011	12/22/2011		12/22/2011	30.00	7331
	Carolyn Raft								
007331	Raft003	2520-4319-41020-400	CC Meetings	Dec 2011	12/22/2011		12/22/2011	43.20	7331
	Carolyn Raft								
							Voucher: 007331	120.00	
007332	Robb004	2120-4319-41020-400	CC Meetings	Dec 2011	12/22/2011		12/22/2011	2.47	7332
	Robbins & Holdaway								
007332	Robb004	2320-4319-41020-400	CC Meetings	Dec 2011	12/22/2011		12/22/2011	29.70	7332
	Robbins & Holdaway								
007332	Robb004	2420-4319-41020-400	CC Meetings	Dec 2011	12/22/2011		12/22/2011	20.63	7332
	Robbins & Holdaway								
007332	Robb004	2520-4319-41020-400	CC Meetings	Dec 2011	12/22/2011		12/22/2011	29.70	7332
	Robbins & Holdaway								
							Voucher: 007332	82.50	
007333	Ruh001	2120-4319-41020-400	CC Meetings	Dec 2011	12/22/2011		12/22/2011	2.70	7333
	Bill Ruh								
007333	Ruh001	2320-4319-41020-400	CC Meetings	Dec 2011	12/22/2011		12/22/2011	32.40	7333
	Bill Ruh								
007333	Ruh001	2420-4319-41020-400	CC Meetings	Dec 2011	12/22/2011		12/22/2011	22.50	7333
	Bill Ruh								
007333	Ruh001	2520-4319-41020-400	CC Meetings	Dec 2011	12/22/2011		12/22/2011	32.40	7333
	Bill Ruh								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
							Voucher: 007333	90.00	
007334	Sout018	2511-4319-60020-400	4397 Kingsley - 11/09/11 - 12/12/11	2-29-179-2315	12/15/2011		12/22/2011	25.13	7334
	Southern California Edison Co								
007334	Sout018	2511-4319-60020-400	4425 Bonnie - 11/15/11 - 12/15/11	2-29-667-9806	12/16/2011		12/22/2011	24.48	7334
	Southern California Edison Co								
							Voucher: 007334	49.61	
							Report Total:	117,018.52	

Account Number	Debit	Credit	Account Description
2120-0000-00010-101	0.00	18.00	Cash
2120-0000-20010-202	18.00	0.00	Accounts Payable
	18.00	18.00	
2320-0000-00010-101	0.00	216.00	Cash
2320-0000-20010-202	216.00	0.00	Accounts Payable
	216.00	216.00	
2420-0000-00010-101	0.00	150.00	Cash
2420-0000-20010-202	150.00	0.00	Accounts Payable
	150.00	150.00	
2520-0000-00010-101	0.00	216.00	Cash
2520-0000-20010-202	216.00	0.00	Accounts Payable
	216.00	216.00	
Report Totals:	600.00	600.00	

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**CITY OF MONTCLAIR  
HOUSING CORPORATION  
TREASURER'S REPORT  
FOR THE MONTH ENDING**

**December 31, 2011**

**TABLE OF CONTENTS**

**SCHEDULE 1 - STATEMENT OF CASH AND INVESTMENTS BY ACCOUNT**

**CASH AND INVESTMENTS BY ACCOUNT GRAPH**

**CITY OF MONTCLAIR  
HOUSING CORPORATION  
STATEMENT OF CASH AND INVESTMENTS BY ACCOUNT  
December 31, 2011**

	<u>Interest Rate</u>	<u>Amount</u>
<b>Checking Account</b>		
Wells Fargo, 0654-893023	0.05%	\$ 1,295,562.01
<b>Cash and Investments</b>		
LAIF	0.37%	\$ 1,569,347.99
<b>TOTAL CASH &amp; INVESTMENTS BY ACCOUNT</b>		<b>\$ <u>2,864,910.00</u></b>

**NOTE:**

Pursuant to the Corporation's 2011 Investment Policy, all moneys are invested in banks, the Local Agency Investment Fund, and in securities with maturities of no greater than three years.

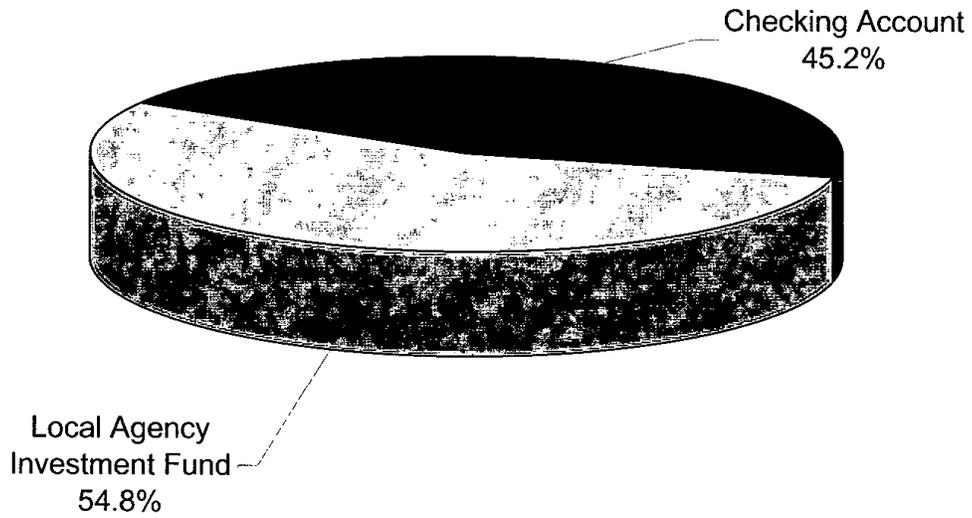
The Corporation has sufficient funds available to meet expenditures during the six-month period ending June 30, 2012.

During December 2011, the Corporation was in compliance with the internal control procedures set forth in the 2011 Investment Policy.

  
\_\_\_\_\_  
Raquel Badawi  
Accounting Specialist

**CITY OF MONTCLAIR  
HOUSING CORPORATION  
CASH AND INVESTMENTS BY ACCOUNT GRAPH  
December 31, 2011**

**Total Cash & Investments - \$2,864,910**



**CITY OF MONTCLAIR  
HOUSING CORPORATION  
WARRANT REGISTER  
FOR THE MONTH ENDING  
December 31, 2011**

CITY OF MONTCLAIR  
FINAL WARRANT REGISTER  
COUNCIL DATE: JANUARY 17, 2012  
REGULAR WARRANTS  
CHECKING ACCOUNT: MHC

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
3001	General Fund	26,989.49
	<b>Report Total:</b>	<b>26,989.49</b>

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CAROLYN RAFT - VICE CHAIRPERSON

# Accounts Payable

## Voucher Register By Vendor Number



User: mpiotrowski  
 Printed: 01/09/2012 - 3:56 PM

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003065	Buch002	3001-3001-56170-400	4820 Canoga-shower surround repairs-code	111110	11/10/2011		12/01/2011	1,811.14	3065
	Buchbinder Maintenance, Inc.								
							Voucher: 003065	1,811.14	
003066	Grec003	3001-3001-56170-400	4820 Canoga-3 wall panels	4820 Canoga	11/11/2011		12/01/2011	1,350.00	3066
	Grecian Marble-Onyx								
							Voucher: 003066	1,350.00	
003067	Hugo001	3001-1017-56170-400	5444 Palo Verde-Landscape Proj-retention	Pmt-Retention	11/21/2011		12/01/2011	1,155.50	3067
	Hugo Jaramillo								
							Voucher: 003067	1,155.50	
003068	land012	3001-2009-56100-400	10333 Pradera-Oct 2011 Svc	10333P/1111	11/02/2011		12/01/2011	75.00	3068
	Landscape Maintenance Unlimite								
							Voucher: 003068	75.00	
003069	Mont074	3001-1017-56020-400	5444 Palo Verde-090711-110611	01101801 11/11	11/06/2011		12/01/2011	65.22	3069
	Monte Vista Water District								
003069	Mont074	3001-1005-56020-400	5290 Orchard-091411-111311	04702105 11/11	11/13/2011		12/01/2011	129.44	3069
	Monte Vista Water District								
003069	Mont074	3001-1002-56020-400	10087 Central-091411-111311	04702203 11/11	11/13/2011		12/01/2011	168.60	3069
	Monte Vista Water District								
003069	Mont074	3001-1001-56020-400	10079 Central-091411-111311	04702301 11/11	11/13/2011		12/01/2011	135.50	3069
	Monte Vista Water District								
003069	Mont074	3001-1015-56020-400	9963 Central-091411-111311	04703501 11/11	11/13/2011		12/01/2011	97.32	3069
	Monte Vista Water District								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003069	Mont074	3001-1010-56020-400	9945 Central-091411-111311	04703707	11/11	11/13/2011	12/01/2011	51.92	3069
		Monte Vista Water District							
							Voucher: 003069	648.00	
003070	SBCTx001	3001-1017-52610-400	5444 Palo Verde-Prop Taxes 1st install	110541493		11/23/2011	12/01/2011	233.19	3070
		SBC Tax Collector							
							Voucher: 003070	233.19	
003071	SBCTx001	3001-2009-52610-400	10333 Pradera-Prop Taxes 1st install	110546626		11/23/2011	12/01/2011	1,140.48	3071
		SBC Tax Collector							
							Voucher: 003071	1,140.48	
003072	Land012	3001-1001-56100-400	10079 Central-Nov 2011, gopher	10079/1211		12/05/2011	12/22/2011	115.00	3072
		Landscape Maintenance Unlimite							
003072	Land012	3001-1002-56100-400	10087 Central-Nov 2011	10087/1211		12/05/2011	12/22/2011	120.00	3072
		Landscape Maintenance Unlimite							
003072	Land012	3001-1009-56100-400	10215 Central-Nov 2011, gopher	10215/1211		12/05/2011	12/22/2011	205.00	3072
		Landscape Maintenance Unlimite							
003072	Land012	3001-1004-56100-400	10235 Central-Nov 2011, gopher	10235/1211		12/05/2011	12/22/2011	195.00	3072
		Landscape Maintenance Unlimite							
003072	Land012	3001-1013-56100-400	10291 Greenwood-Nov 2011, weed kill	10291/1211		12/05/2011	12/22/2011	150.00	3072
		Landscape Maintenance Unlimite							
003072	Land012	3001-2007-56100-400	10330 Amherst-Nov 2011, gopher	10330/1211		12/05/2011	12/22/2011	195.00	3072
		Landscape Maintenance Unlimite							
003072	Land012	3001-2002-56100-400	10333 Amherst-Nov 2011	10333/1211		12/05/2011	12/22/2011	155.00	3072
		Landscape Maintenance Unlimite							
003072	Land012	3001-2009-56100-400	10333 Pradera-Nov 2011	10333P/1211		12/05/2011	12/22/2011	100.00	3072
		Landscape Maintenance Unlimite							
003072	Land012	3001-2006-56100-400	10380 Amherst-Nov 2011	10380/1211		12/05/2011	12/22/2011	150.00	3072
		Landscape Maintenance Unlimite							
003072	Land012	3001-2004-56100-400	10383 Amherst-Nov 2011	10383/1211		12/05/2011	12/22/2011	155.00	3072
		Landscape Maintenance Unlimite							
003072	Land012	3001-2010-56100-400	10380 Pradera-Nov 2011	10383P/1211		12/05/2011	12/22/2011	37.50	3072
		Landscape Maintenance Unlimite							
003072	Land012	3001-2011-56100-400	10390 Pradera-Nov 2011	10383P/1211		12/05/2011	12/22/2011	37.50	3072
		Landscape Maintenance Unlimite							
003072	Land012	3001-2008-56100-400	10390 Amherst-Nov 2011	10390/1211		12/05/2011	12/22/2011	150.00	3072
		Landscape Maintenance Unlimite							
003072	Land012	3001-2005-56100-400	10410 Amherst-Nov 2011	10410/1211		12/05/2011	12/22/2011	150.00	3072
		Landscape Maintenance Unlimite							

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003072	Land012	3001-2020-56100-400	4791 Canoga-Nov 2011	4791/1211	12/05/2011		12/22/2011	50.00	3072
003072	Land012	3001-3001-56100-400	4811 Canoga-Nov 2011	4811/1211	12/05/2011		12/22/2011	100.00	3072
003072	Land012	3001-3001-56100-400	4820 Canoga-Nov 2011	4820/1211	12/05/2011		12/22/2011	175.00	3072
003072	Land012	3001-1011-56100-400	5225 Palo Verde-Nov 2011, backfill hole	5225/1211	12/05/2011		12/22/2011	200.00	3072
003072	Land012	3001-1005-56100-400	5290 Orchard-Nov 2011	5290/1211	12/05/2011		12/22/2011	120.00	3072
003072	Land012	3001-1502-56100-400	9010 Fremont-Nov 2011	9010/1211	12/05/2011		12/22/2011	90.00	3072
003072	Land012	3001-1501-56100-400	9448 Carrillo-Nov 2011	9448/1211	12/05/2011		12/22/2011	70.00	3072
003072	Land012	3001-1014-56100-400	9644 Central-Nov 2011, weed kill	9644/1211	12/05/2011		12/22/2011	150.00	3072
003072	Land012	3001-1006-56100-400	9741 Central-Nov 2011	9741/1211	12/05/2011		12/22/2011	115.00	3072
003072	Land012	3001-1007-56100-400	9751 Central-Nov 2011	9751/1211	12/05/2011		12/22/2011	115.00	3072
003072	Land012	3001-1008-56100-400	9761 Central-Nov 2011	9761/1211	12/05/2011		12/22/2011	115.00	3072
003072	Land012	3001-1003-56100-400	9815 Central-Nov 2011, gopher	9815/1211	12/05/2011		12/22/2011	160.00	3072
003072	Land012	3001-1010-56100-400	9945 Central-Nov 2011, weed kill	9945/1211	12/05/2011		12/22/2011	100.00	3072
003072	Land012	3001-1015-56100-400	9963 Central-Nov 2011	9963/1211	12/05/2011		12/22/2011	125.00	3072
								3,600.00	
								Voucher: 003072	
003073	Mont001	3001-0000-00010-101	Reimb City for 11/09/11 PR	PR 11/09	11/09/2011		12/22/2011	8,184.85	3073
003073	Mont001	3001-0000-00010-101	Reimb City for 11/23/11 PR	PR 11/23	11/23/2011		12/22/2011	6,170.91	3073
								14,355.76	
								Voucher: 003073	
003074	Mont074	3001-1004-56020-400	10235 Central-100511-120411	05511605 1211	12/04/2011		12/22/2011	342.83	3074
003074	Mont074	3001-1009-56020-400	10215 Central-100511-120411	05512008 1211	12/04/2011		12/22/2011	184.07	3074
003074	Mont074	3001-1013-56020-400	10291 Greenwood-100311-120211	06201005 1211	12/02/2011		12/22/2011	226.32	3074

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003074	Mont074	3001-2009-56020-400	10333 Pradera-100511-120411	06705404 1211	12/04/2011		12/22/2011	123.65	3074
	Monte Vista Water District								
003074	Mont074	3001-2020-56020-400	4791 Canoga-100511-120411	06912003 1211	12/04/2011		12/22/2011	224.78	3074
	Monte Vista Water District								
								Voucher: 003074	1,101.65
003075	Sout018	3001-3001-56020-400	4811 Canoga Gate-111011-121311	2024259988 1211	12/14/2011		12/22/2011	25.37	3075
	Southern California Edison Co								
003075	Sout018	3001-3001-56020-400	4820 Canoga-111011-121311	2038187969 1211	12/14/2011		12/22/2011	234.42	3075
	Southern California Edison Co								
003075	Sout018	3001-3001-56020-400	4811 Canoga-111011-121311	2038188173 1211	12/14/2011		12/22/2011	247.56	3075
	Southern California Edison Co								
003075	Sout018	3001-2010-56020-400	10380 Pradera-110911-121211	2185722790 1211	12/15/2011		12/22/2011	30.62	3075
	Southern California Edison Co								
003075	Sout018	3001-2011-56020-400	10390 Pradera-110911-121211	2185722824 1211	12/13/2011		12/22/2011	35.08	3075
	Southern California Edison Co								
003075	Sout018	3001-2006-56020-400	10380 Amherst-110911-121211	2315790089 1211	12/15/2011		12/22/2011	58.84	3075
	Southern California Edison Co								
003075	Sout018	3001-2005-56020-400	10410 Amherst-110911-121211	2315792325 1211	12/15/2011		12/22/2011	42.31	3075
	Southern California Edison Co								
003075	Sout018	3001-2006-56020-400	10380 Amherst-110911-121211	2315959668 1211	12/15/2011		12/22/2011	42.45	3075
	Southern California Edison Co								
003075	Sout018	3001-2007-56020-400	10330 Amherst-110911-121211	2315959668 1211	12/15/2011		12/22/2011	40.01	3075
	Southern California Edison Co								
003075	Sout018	3001-1017-56020-400	5444 1/2 Palo Verde-111411-121411	2336647847	12/15/2011		12/22/2011	7.05	3075
	Southern California Edison Co								
003075	Sout018	3001-1017-56020-400	5444 Palo Verde-111411-121411	2337387070 1211	12/15/2011		12/22/2011	2.79	3075
	Southern California Edison Co								
								Voucher: 003075	766.50
003076	Sout021	3001-3001-56020-400	4820 Canoga-110911-120811	18932395009 12	12/12/2011		12/22/2011	235.28	3076
	Southern California Gas Co								
003076	Sout021	3001-3001-56020-400	4811 Canoga-110911-120811	18932395009 12	12/12/2011		12/22/2011	223.38	3076
	Southern California Gas Co								
003076	Sout021	3001-2008-56020-400	10390 Amherst-110911-120811	19572389179 12	12/12/2011		12/22/2011	43.61	3076
	Southern California Gas Co								
								Voucher: 003076	502.27
003077	West005	3001-1017-56100-400	5444 Palo Verde-tree & stump removal	76566	11/03/2011		12/22/2011	250.00	3077
	West Coast Arborists								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
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Voucher: 003077	250.00
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Report Total:	26,989.49
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