

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

August 15, 2011

7:00 p.m.

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

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

Page No.

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

II. INVOCATION

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

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. PRESENTATIONS - None

VI. PUBLIC COMMENT

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

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

VII. PUBLIC HEARINGS

- A. First Reading – Consider Adoption of Ordinance No. 11-925 Amending Section 8.32.010 of the Montclair Municipal Code Pertaining to Maximum Speed Limits on Mills Avenue [CC] 5

- B. Consider Adoption of Resolution No. 11-2921 Declaring the City Council's Intention to Enact an Ordinance Whereby the City Shall Elect to Comply With and Participate in the Voluntary Alternative Redevelopment Program Contained in Part 1.9 of Division 24 of the California Health and Safety Code [CC]

- First Reading – Consider Adoption of Ordinance No. 11-926 Electing to Comply With and Participate in the Voluntary Alternative Redevelopment Program Contained in Part 1.9 of Division 24 of the California Health and Safety Code [CC] 10

VIII. CONSENT CALENDAR

- A. Approval of Minutes
 - 1. Minutes of the Regular Joint Council/Agency Board/MHC Board Meeting of August 1, 2011 [CC/RDA/MHC]

- B. Administrative Reports
 - 1. Consider Receiving and Filing of Treasurer's Report [CC] 26
 - 2. Consider Approval of Warrant Register and Payroll Documentation [CC] 27
 - 3. Consider Receiving and Filing of Treasurer's Report [RDA] 28
 - 4. Consider Approval of Warrant Register [RDA] 29
 - 5. Consider Receiving and Filing of Treasurer's Report [MHC] 30
 - 6. Consider Approval of Warrant Register [MHC] 31
 - 7. Consider Redevelopment Agency Board of Directors' Approval of the Filing of a Notice of Completion for the Richton Street Police Department Impound Facility Project; Reduction of Faithful Performance Bond to 10 Percent; and Retention of Payment Bond for Six Months [RDA]

 - Consider Authorization of an Additional \$18,071.83 Appropriation for the Project [RDA]

 - Consider Release of Retention 30 Days After Recordation of Notice of Completion [RDA] 32
 - 8. Consider Designation of Voting Delegate and Alternate Voting Delegates to the League of California Cities Annual Conference, September 21-23, 2011, San Francisco, California [CC] 35

C. Agreements

1. Consider Approval of Agreement No. 11-57 Between the City of Montclair and Burrtec Waste Industries, Inc., (Vendor) Succeeding Agreement No. 93-6 and Amendments Thereto, and Granting Vendor an Exclusive Franchise for Solid Waste Management Services [CC]

Consider Authorization of Conversion to Automated Residential Greenwaste Collection Program [CC] 36
2. Consider Approval of Agreement No. 11-107 With the City of West Covina for Mobile Data Computer Connectivity, Data Processing Equipment, Software, and Service of Computer-Aided Dispatch and Records Management System Programs [CC] 96
3. Consider Approval of Agreement No. 11-108 With Ontario-Montclair School District to Provide a Licensed Clinical Social Worker for the Case Management Program [CC] 110
4. Consider Approval of Agreement No. 11-109 With the Inland Empire United Way to Provide the AmeriCorps Volunteer Infrastructure Program [CC] 116
5. Consider Approval of Agreement No. 11-110 With David Taussig and Associates, Inc., for Consultant Services Related to Community Facilities District Formation [CC] 121

D. Resolutions

1. Consider Adoption of Resolution No. 11-13, a Resolution of the City of Montclair Redevelopment Agency Adopting an Enforceable Obligation Payment Schedule and Authorizing Its Transmission to the County of San Bernardino and State of California [RDA] 123

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE - None

XI. COMMUNICATIONS

A. City Attorney/Agency Counsel

1. Closed Session Pursuant to Section 54956.9(a) of the Government Code Regarding Pending Litigation

Samuel Sutton v. City of Montclair
2. Closed Session Pursuant to Section 54957.6 of the Government Code Regarding Conference With Designated Labor Negotiator

Agency: City of Montclair

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

B. City Manager/Executive Director

C. Mayor/Chairman

D. Council/Agency Board

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

- | | |
|---|-----|
| 1. Minutes of the Code Enforcement Committee Meeting of July 18, 2011 | 133 |
| 2. Minutes of the Personnel Committee Meeting of August 1, 2011 | 137 |

XII. COUNCIL/AGENCY WORKSHOP

A. Review of Financial Audit by Lance, Soll & Lunghard, LLP

(Council/Agency Board may consider continuing this item to an adjourned joint meeting on Tuesday, September 6, 2011, at 5:45 p.m. in the City Council Chambers.)

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

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

XIV. CLOSED SESSION ANNOUNCEMENTS

XV. ADJOURNMENT OF CITY COUNCIL

The next regularly scheduled City Council, Redevelopment Agency, and Montclair Housing Corporation meetings will be held on Tuesday, September 6, 2011, at 7:00 p.m. in the Council Chambers.

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the City Council, Redevelopment Agency Board, or Montclair Housing Corporation Board after distribution of the Agenda packet are available for public inspection in the Office of the City Clerk located at 5111 Benito Street, Montclair, California, between 7:00 a.m. and 6:00 p.m., Monday through Thursday.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (909) 625-9415. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)

I, Yvonne L. Smith, Deputy City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the bulletin board adjacent to the south door of Montclair City Hall on August 11, 2011.

AGENDA REPORT

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

FIRST READING

DATE: August 15, 2011

SECTION: PUBLIC HEARINGS

ITEM NO.: A

FILE I.D.: TRC625

DEPT.: PUBLIC WORKS

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

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

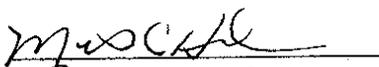
One of the streets surveyed was Mills Avenue. At the time Mills Avenue was surveyed, it was a four-lane roadway (two lanes northbound, two lanes southbound) throughout the City. The posted speed on Mills Avenue was 40 miles per hour, but the survey determined a more appropriate speed limit would be 45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

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

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

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

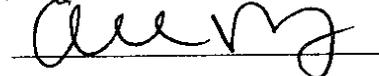
Prepared by:



Reviewed and
Approved by:



Proofed by:



Presented by:



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

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

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

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

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

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

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

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

ORDINANCE NO. 11-925

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

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

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

Sec. 8.32.010 Prima facie speed limits on certain streets.

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

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

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

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

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

SECTION II. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

SECTION III. Effective Date.

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

SECTION IV. Posting.

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

APPROVED AND ADOPTED this XX day of XX, 2011.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 11-925 of said city, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2011, and finally passed not less than five (5) days thereafter on the XX day of XX, 2011, by the following vote, to-wit:

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

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 11-2921 DECLARING THE CITY COUNCIL'S INTENTION TO ENACT AN ORDINANCE WHEREBY THE CITY SHALL ELECT TO COMPLY WITH AND PARTICIPATE IN THE VOLUNTARY ALTERNATIVE REDEVELOPMENT PROGRAM CONTAINED IN PART 1.9 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE	DATE:	August 15, 2011
		SECTION:	PUBLIC HEARINGS
		ITEM NO.:	B
		FILE I.D.:	RDA050
		DEPT.:	CITY MGR.

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

FIRST READING

REASON FOR CONSIDERATION: The City Council is requested to consider adoption of Resolution No. 11-2921 declaring its intention to enact an Ordinance whereby the City shall elect to comply with and participate in the Voluntary Alternate Redevelopment Program contained in Part 1.9 of Division 24 of the California Health and Safety Code (ABX1 27). Furthermore, the City Council is requested to consider first reading of Ordinance No. 11-926 which, if adopted by the City Council, elects to comply with and participate in the Voluntary Alternative Redevelopment Program contained in Part 1.9 of Division 24 of the California Health and Safety Code. Both a resolution and ordinance are called out for adoption pursuant to the provisions of ABX1 27 should the City wish to continue redevelopment activities.

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

ABX1 26 (The Dissolution Bill): This bill suspended various redevelopment activities and prohibits redevelopment agencies from incurring indebtedness as of the date of its adoption on June 29, 2011. Effective October 1, 2011, the bill dissolves all redevelopment agencies in existence and designates successor agencies. In most cases, the city or county with a redevelopment agency would become the successor agency. The bill imposes various requirements on successor agencies and subjects the successor agency actions to review of oversight boards, largely composed of school district representatives. The successor agency is charged with repaying existing indebtedness, completion performance of existing

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

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

contractual obligations and otherwise winding down operations of the agency and preserving agency assets for benefit of the other taxing agencies. Furthermore, nearly all agreements between cities and agencies would be rendered invalid. The legislation requires that all redevelopment agencies submit an "Enforceable Obligations Schedule" to the State by August 28, 2011. This is a statement of all costs and agreements to be paid by the redevelopment agency. After October 1, 2011, all contracts, agreement, and arrangements between cities and redevelopment agencies would be invalidated unless entered into within two years of the date of creation of the agency. The bill subjects redevelopment agencies to certain retroactive provisions. These provisions state that transfers of any assets, including property, that occurred after January 1, 2011, must be returned to the redevelopment agency on or after October 1, 2011. These assets would become available for repayment of redevelopment agency debt and transfer to the auditor controller for redistribution to the taxing agencies. A redevelopment agency's Housing Fund monies also becomes subject to redistribution to the taxing agencies

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

At present, Redevelopment Agency staff is recommending that the City Council adopt proposed Resolution No. 11-2921 declaring its intention to enact an ordinance to elect to participate in the Voluntary Alternative Redevelopment Program. In addition, the City Council is requested to consider adoption of proposed Ordinance No. 11-926 electing to comply and participate in the Voluntary Alternative Redevelopment Program.

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

agreement whereby the Redevelopment Agency would provide the funds to the City for payment of all required remittance amounts.

The spreadsheet labeled Exhibit A shows the amount of gross tax increment received by each Redevelopment Project Area using the estimates for Fiscal Year 2011-12. Adequate tax increment exists to pay the \$3.6 million payment to the San Bernardino County Auditor-Controller for Fiscal Year 2011-12. In addition, Exhibit A indicates the amount of unspent tax allocation bond proceeds or proceeds from refunded bonds available for expenditure. These amounts represent proceeds from tax-exempt and taxable bond issues. Tax-exempt bond proceeds may only be used for public works projects. Taxable bonds may be used to pay for projects involving private property. Major projects waiting to be completed with the bond proceeds include street improvements to North Montclair including some electrical utility undergrounding and the potential acquisition of property for the main public plaza shown in the Specific Plan. Improvements in other project areas include upgrades to Sunset Park, Saratoga Park, various improvements to the property adjacent to the Reeder Ranch, and initiation of planning and/or acquisition activities related to the widening of Monte Vista Avenue at the 1-10 Freeway.

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

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

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

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

The Redevelopment Agency pays the City over \$1 million annually for salary reimbursement. The Redevelopment Agency pays the partial cost for many positions including City Manager, City Engineer, Assistant Finance Director, Senior and Junior Accountants, Code Enforcement Officer, and others. In the event the Redevelopment Agency is dissolved, the City will have to pick up salary costs for many of the described positions. In addition to salary costs, the Redevelopment Agency reimburses the City for graffiti abatement in the redevelopment project areas and pays overhead costs to the city for office space and utilities. The Redevelopment Agency also repays the City interest on any funds lent to the Redevelopment Agency at a higher percentage of interest than could be earned through traditional investments. In general, the City receives approximately \$1.7 million in reimbursements from the Agency.

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

1. Adopt Resolution No. 11-2921 declaring the City Council's intention to enact an ordinance whereby the City shall elect to comply with and participate in the Alternate Voluntary Redevelopment Program contained in Part 1.9 of Division 24 of the California Health and Safety Code.
2. Adopt the first reading of Ordinance No. 11-926 to comply with and participate in the Alternate Voluntary Redevelopment Program contained in Part 1.9 of Division 24 of the California Health and Safety Code.

EXHIBIT A

CITY OF MONTCLAIR REDEVELOPMENT AGENCY

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

	REDEVELOPMENT PROJECT AREA NO. I	REDEVELOPMENT PROJECT AREA NO. III	REDEVELOPMENT PROJECT AREA NO. IV	REDEVELOPMENT PROJECT AREA NO. V	MISSION BOULEVARD JOINT REDEVELOPMENT PROJECT AREA	REDEVELOPMENT AGENCY HOUSING FUNDS
GROSS TAX INCREMENT REVENUE	\$110,800.00	\$5,250,000	\$2,000,000.00	\$4,037,000.00	\$832,000.00	
UNSPENT TAX ALLOCATION BOND PROCEEDS	\$182,000.00	\$2,397,918.24*	\$13,056.47*	\$7,921,629.68*	\$2,445,653.61	
PROCEEDS FROM REFUNDED BONDS / OTHER REVENUE		\$7,594,136.15*	\$700,000*	\$842,500*		
HOUSING FUND TAX INCREMENT REVENUE						\$2,387,000.00
ADDITIONAL HOUSING FUNDS						\$8,368,355.00
DEDUCTIONS TO REVENUE						
• Low and Moderate Income Housing Fund	\$22,000.00	\$1,050,000.00	\$400,000	\$807,000.00	\$166,000.00	
• SB 2557 Tax Collection Charges - SB County	\$1,300.00	\$82,000.00	\$25,000	\$54,000.00	\$10,300.00	
• Tax Sharing Agreements	\$7,000.00	\$1,568,969.00	\$682,104	\$151,290.00	\$166,500.00	
• Debt Service	1997 TA BONDS : \$33,400.00	2007A TA BONDS \$1,583,782.00 2007B TA BONDS \$304,429	2004 TA BONDS : \$367,796.00	2001 TA BONDS : \$766,200.00 2006A TA BONDS : \$567,456.00 2006B TA BONDS : \$155,975.00	2008 TA NOTES : \$7,800,000.00**	
• Salary and Benefit Costs	\$20,118.00	\$255,778.00	\$180,594.00	\$349,914.00	\$0.00	\$243,249.00
BALANCE	\$208,982.00	\$10,397,096.39	\$1,057,562.47	\$9,949,294.68	\$0.00	\$10,512,106.00
PROJECT ESTABLISHMENT DATE	1978	1983	1982	1986	2003	
TIME LIMIT TO INCUR DEBT	2029	2034	2033	2032	2023	

* For Public Works Projects or Private Activity Projects ONLY

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

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EXHIBIT B

CITY OF MONTCLAIR REDEVELOPMENT AGENCY

TAX ALLOCATION BONDS

6/30/2011

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

Exhibit C

PROPERTIES SUBJECT TO PROVISIONS OF ABX1 26

Multifamily and Single Family Properties

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

Other Properties

- **4385 Holt Boulevard** - This property is located directly west of the Reeder

Ranch. The property was purchased by the Redevelopment Agency for the purpose of being used for parking and, possibly, an interpretive center to be constructed in cooperation with the George and Hazel Reeder Foundation. The property was purchased with tax allocation bond revenue; and it, therefore, may only be used for a public purpose.

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

RESOLUTION NO. 11-2921

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR DECLARING ITS INTENTION TO ENACT AN ORDINANCE WHEREBY THE CITY SHALL ELECT TO COMPLY WITH AND PARTICIPATE IN THE VOLUNTARY ALTERNATIVE REDEVELOPMENT PROGRAM CONTAINED IN PART 1.9 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE

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

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

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

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

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

WHEREAS, Part 1.85 of the CRL ("Part 1.85") provides for the statewide dissolution of all redevelopment agencies, including the Agency, as of October 1, 2011, and provides 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, Part 1.8 of the CRL ("Part 1.8") provides for the restriction of activities and authority of the Agency in the interim period prior to dissolution to certain "enforceable obligations" and to actions required for the general winding up of affairs, preservation of assets, and certain other goals delineated in Part 1.8; and

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

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

WHEREAS, as a condition of the Agency's continued existence and operation of its Redevelopment Agency, the City is required to make certain annual remittances to the San Bernardino County Auditor-Controller pursuant to Chapter 3 of Part 1.9, beginning with a larger upfront remittance for the 2011-2012 fiscal year ("First Remittance") to be paid in two equal installments on January 15, 2012, and May 15, 2012; and

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

WHEREAS, the City's needs are such that it can commit to spend the funds received from the Agency pursuant to the Agreement to Transfer Tax Increment (defined below) to finance activities within the Redevelopment Project that are related to accomplishing the goals of the Redevelopment Project; and

WHEREAS, the City intends to adopt the Ordinance required by Part 1.9, in order to allow the Agency to continue in operation and performing its functions ("Ordinance"); and

WHEREAS, the City intends to adopt the Ordinance and desires to forestall the dissolution of the Agency until November 1, 2011 to allow the City sufficient time to enact the Ordinance; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair

APPROVED AND ADOPTED this XX day of XX, 2011.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 11-2921 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2011, and that it was adopted by the following vote, to-wit:

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

Yvonne L. Smith
Deputy City Clerk

ORDINANCE NO. 11-926

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION I. The foregoing recitals are true and correct.

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

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

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

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

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

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

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

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

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

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

SECTION I. The foregoing recitals are true and correct.

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

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

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

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

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

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

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

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

SECTION IX. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph,

sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

SECTION X. Effective Date.

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

SECTION IX. Posting.

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

APPROVED AND ADOPTED this XX day of XX, 2011.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 11-926 of said city, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2011, and finally passed not less than five (5) days thereafter on the XX day of XX, 2011, by the following vote, to-wit:

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

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: August 15, 2011

SECTION: ADMIN. REPORTS

ITEM NO. 1

FILE I.D.: FIN520

DEPT.: ADMIN. SVCS.

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

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

Prepared by:

Michael Pothanski

Reviewed and
Approved by:

M. S. [Signature]

Proofed by:

Kathy Dalton

Presented by:

[Signature]

AGENDA REPORT

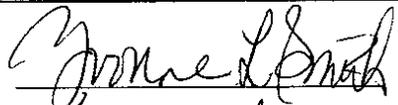
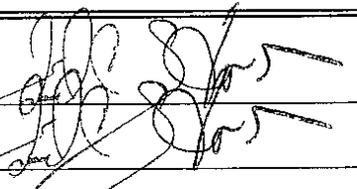
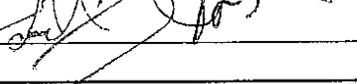
SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	DATE: August 15, 2011
	SECTION: ADMIN. REPORTS
	ITEM NO.: 2
	FILE I.D.: FIN540
	DEPT.: ADMIN. SVCS.

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

BACKGROUND: Mayor Pro Tem Raft has examined the Warrant Register dated August 15, 2011, and Payroll Documentation dated July 3, 2011; finds them to be in order; and recommends their approval.

FISCAL IMPACT: The Warrant Register dated August 15, 2011, totals \$1,145,708.22. The Payroll Documentation dated July 3, 2011, totals \$638,571.48, with \$445,708.23 being the total cash disbursement.

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

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

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: August 15, 2011

SECTION: ADMIN. REPORTS

ITEM NO.: 3

FILE I.D.: FIN510

DEPT.: REDEVELOPMENT

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 July 31, 2011, pursuant to state law.

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

Prepared by:

Michael Piskowski

Reviewed and
Approved by:

M. J. STAAZ

Proofed by:

Kathy Dalton

Presented by:

[Signature]

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER	DATE:	August 15, 2011
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	4
		FILE I.D.:	FIN530
		DEPT.:	REDEVELOPMENT

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

BACKGROUND: Vice Chairperson Raft has examined the Warrant Register dated 07.01.11-07.31.11 in the amounts of \$21.12 for Project 1; \$177.48 for Project II; \$37,723.35 for Project III; \$998.84 for Project IV; and \$22,115.34 for Project V 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 July 31, 2011.

Prepared by:

Michael Piotrowski

Reviewed and
Approved by:

M. STAATS

Proofed by:

Kathy Sacton

Presented by:

[Signature]

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: August 15, 2011

SECTION: ADMIN. REPORTS

ITEM NO.: 5

FILE I.D.: FIN525

DEPT.: MHC

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to receive and file the Montclair Housing Corporation Treasurer's Report for the month ending July 31, 2011, pursuant to state law.

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

Prepared by:

Michael Pichonshi

Reviewed and
Approved by:

M. STAATS

Proofed by:

Kathy Dalton

Presented by:

[Signature]

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER	DATE: August 15, 2011
	SECTION: ADMIN. REPORTS
	ITEM NO.: 6
	FILE I.D.: FIN545
	DEPT.: MHC

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending July 31, 2011, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Warrant Register dated 07.01.11-07.31.11 in the amount of \$56,269.55 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 July 31, 2011.

Prepared by: <u>Michael Pichowski</u>	Reviewed and Approved by: <u>M. STAATS</u>
Proofed by: <u>Kathy Dalton</u>	Presented by: <u>[Signature]</u>

AGENDA REPORT

SUBJECT: CONSIDER REDEVELOPMENT AGENCY BOARD OF DIRECTORS' APPROVAL OF THE FILING OF A NOTICE OF COMPLETION FOR THE RICHTON STREET POLICE DEPARTMENT IMPOUND FACILITY PROJECT; REDUCTION OF FAITHFUL PERFORMANCE BOND TO 10 PERCENT; AND RETENTION OF PAYMENT BOND FOR SIX MONTHS

DATE: August 15, 2011

SECTION: ADMIN. REPORTS

ITEM NO.: 7

FILE I.D.: SSP182

DEPT.: PUBLIC WORKS

CONSIDER AUTHORIZATION OF AN ADDITIONAL \$18,071.83 APPROPRIATION FOR THE PROJECT

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

REASON FOR CONSIDERATION: State law requires Notices of Completion to be recorded with the County Recorder upon acceptance of a public works project. Notices of Completion for Agency projects require Redevelopment Agency Board of Directors' approval.

BACKGROUND: On March 7, 2011, the Redevelopment Agency Board of Directors awarded a contract to Ace CD, Inc., for the Richton Street Police Department Impound Facility Project and entered into Agreement No. 11-26. All work, including construction of new wrought-iron fencing, gates, and electric gate operators; installation of electrical conduit; and pavement markings/stripping has been satisfactorily completed.

FISCAL IMPACT: This project is funded by the Redevelopment Agency. The contract for the subject project was awarded for \$152,463. The award also authorized a construction contingency of \$20,000. During construction, the scope of work was modified by way of change orders. The changes ultimately increased the total construction cost from the awarded amount of \$152,463 to the final cost of \$190,534.83, an increase of \$38,071.83. By including the authorized construction contingency of \$20,000, an additional appropriation of \$18,071.83 is necessary for completion of the project. The scope of work was modified to address changes required for the installation of new gate operators at the Police Department facility. These changes exceeded the authorized contingency.

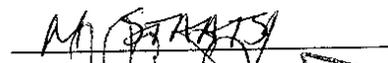
RECOMMENDATION: Staff recommends the Agency Board take the following actions related to the Richton Street Police Department Impound Facility Project:

1. Approve the filing of a Notice of Completion with the Office of the San Bernardino County Recorder.

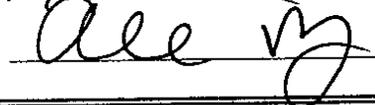
Prepared by:



Reviewed and Approved by:



Proofed by:



Presented by:



2. Authorize reduction of the Faithful Performance Bond to 10 percent.
3. Authorize retention of the Payment Bond for six months.
4. Authorize an additional \$18,071.83 appropriation to the project.
5. Authorize release of retention 30 days after recordation of Notice of Completion.

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:

RIGHTON STREET POLICE DEPARTMENT IMPOUND FACILITY PROJECT

for the undersigned City of Montclair,
a Municipal Corporation, on the 3rd day of August, 2011

The City accepted the job on the 3rd day of August, 2011

The Contractor on said job was
Ace CD, Inc.
1199 Englewild Dr.
Glendora, Ca. 91741

The improvement consisted of:

Demolition, grading, construction of asphalt pavement, wrought Iron fencing, conduit installation,
electrical and pavement markings

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

8752 Monte Vista Avenue

VERIFICATION

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

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

Executed on: _____ at 5111 Benito Street, Montclair, California

Michael C. Hudson, City Engineer

AGENDA REPORT

SUBJECT: CONSIDER DESIGNATION OF VOTING DELEGATE AND ALTERNATE VOTING DELEGATES TO THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE, SEPTEMBER 21-23, 2011, SAN FRANCISCO, CALIFORNIA

DATE: August 15, 2011

SECTION: ADMIN. REPORTS

ITEM NO.: 8

FILE I.D.: LCC050

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: It is necessary that the City Council designate our voting delegate and up to two alternate voting delegates to the 2011 League of California Cities (LCC) Annual Conference, "Cities Standing Strong for Cities."

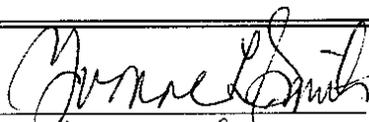
BACKGROUND: The 2011 LCC Annual Conference is scheduled for September 21 through 23, 2011, in San Francisco, California. An important part of the event is the Annual Business Meeting scheduled for 2:30 p.m. on Friday, September 23, 2011.

Participating cities will be given a vote at the Annual Business Meeting if a delegate and alternates are determined in advance. Montclair has traditionally designated our Mayor and Mayor Pro Tem as the respective voting delegate and alternate. Beginning in 2010, cities are now eligible to appoint up to two alternate voting delegates; and staff recommends Mayor Pro Tem Raft and Council Member Paulitz be designated as alternates.

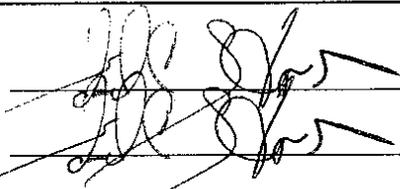
FISCAL IMPACT: The City Council's designation of a voting delegate and two alternates to the LCC Annual Conference would create no direct fiscal impact to the City's General Fund.

RECOMMENDATION: Staff recommends Mayor Eaton be designated Montclair's voting delegate and Mayor Pro Tem Raft and Council Member Paulitz as alternate voting delegates to the 2011 LCC Annual Business Meeting to be held Friday, September 23, 2011, at the Moscone West Convention Center, San Francisco, California.

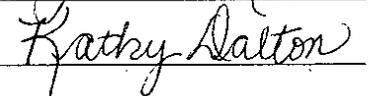
Prepared by:



Reviewed and
Approved by:



Proofed by:



Presented by:

AGENDA REPORT

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

DATE: August 15, 2011

SECTION: AGREEMENTS

ITEM NO.: 1

FILE I.D.: REF100-50

DEPT.: ADMIN. SVCS.

CONSIDER AUTHORIZATION OF CONVERSION TO AUTOMATED RESIDENTIAL GREENWASTE COLLECTION PROGRAM

BUSINESS

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

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

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

Prepared by: _____

Reviewed and Approved by: _____

Proofed by: _____

Presented by: _____

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

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

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

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

Provision	Agreement No. 93-6	Agreement No. 11-57	Page/Section
<i>Notice of Nonrenewal</i>	Notice of nonrenewal, 30 days prior to extension date—Agreement terminates four years after notice of nonrenewal.	Notice of nonrenewal at least 30 days prior to effective date of automatic extension date effective July 1, 2018, or thereafter prior to each automatic July 1 extension date.	7/4.03
<i>Conversion to Automated Green-waste Collection</i>	Manual collection, user-provided cans; conversion in 2000 to automated service for solid waste and recyclables.	Within three months of the effective date, Contractor to convert from manual to automated collection including distribution of 95-gallon greenwaste carts (\$3.50 monthly for extra cart). City staff to notify residents of conversion and impact.	10/5.04
<i>Alternative-Fuel Vehicles</i>	Not applicable	Within 24 months of effective date, Contractor's regular route vehicles for residential, commercial, institutional, and industrial service shall be transitioned to alternative fuel vehicles. Nonalternative fuel can be used for backup—up to 30 days—and for emergency purposes.	10/5.05.2
<i>Resolution of Customer Disputes</i>	Not defined	Establishes complaint resolution procedures.	13/5.11 to 5.11.4
<i>Franchise Fee</i>	4 percent of revenues received for collection of commercial and industrial refuse. Deducted monthly from residential rate paid to Contractor. Not a pass-through fee.	Effective January 1, 2012: 10 percent of gross revenue from services to commercial, institutional, and industrial premises, exclusive of revenue from sale of recyclable materials and disposal tip fees. Payments made quarterly. Not a pass-through fee.	14/6.02
<i>Pavement-Impact Fee</i>	Not defined	Effective January 1, 2012: 3.5 percent of gross revenue from services to commercial, institutional, and industrial premises, exclusive of revenue from sale of recyclable materials and disposal tip fees. Payments made quarterly. Not a pass-through fee.	14/6.03
<i>Late Payment Fee/Underpayment</i>	Not defined	Full payment, plus 1.5 percent of unpaid fees due for quarter. Full payment, plus 7 percent interest.	14/6.04.03 19/8.03.4
<i>One-Time Administrative Fee</i>	Not defined	\$2,500, plus attorney fees, for processing Agreement.	15/6.06
<i>Initial Refuse Rate</i>	As negotiated for 1993 based on set assumptions, CPI, and other base factors.	Initial year (Fiscal Year 2011-12) allows for CPI adjustment; however, Contractor is not requesting a rate increase at this time.	15/7.02
<i>Tip Fee Adjustment</i>	Not defined	A pass-through expense adjusted annually to reflect any change in fees charged by processing facility.	16/7.04 to 7.04.2

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

Conversion to Alternative-Fuel Fleet. Within 24 months of the effective date of the Agreement, Burrtec proposes converting its Montclair collection fleet for residential, commercial, institutional, and industrial service to alternative-fuel vehicles. Conversion to alternative-fuel vehicles would produce a positive impact in reducing particulates in the air; provide a quieter fleet for early-morning collection operations; and put in service a new fleet of vehicles not presently suffering from mechanical and hydraulic wear-and-tear, thereby reducing the impact of spilled oils and fluids on City streets, sidewalks, and parking areas. Burrtec would be permitted to maintain and operate diesel vehicles as backup for regular route vehicles out of service for repair or scheduled maintenance, and to supplement the regular route vehicles for special programs and emergencies. Conversion to a fleet of alternative-fuel vehicles produces no fiscal impact on the City's General Fund—Burrtec would amortize the cost of conversion over the proposed ten-year franchise period.

Billing Services. Burrtec representatives indicate the ability to consolidate utility billing services in house at no cost, potentially relieving the City of this current internal

operational responsibility. Services would include the mailing of bills/notices, payment collection, disbursement, problem resolution, and lien processing. City staff will evaluate utilizing Burrtec for billing services as a means to address fiscal-related issues and report back to the City Council should this recourse become a recommended direction to pursue.

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

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

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

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

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

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

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

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

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

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

2. *Administrative Fee.* Agreement No. 11-57 provides for a one-time administrative/processing fee of up to \$2,500, plus attorneys fees.
3. *Pavement Impact Fee.* Effective January 1, 2012, and in consideration of an adjustment to the City's solid waste commercial rate, Agreement No. 11-57 provides for a pavement impact fee equal to 3.5 percent of Contractor's gross revenue from services to commercial, institutional, and industrial premises in the City's service area, exclusive of revenue from the sale of recyclable materials and disposal/processing tip fees. The pavement impact fee is expected to generate approximately \$97,060 over a 12-month period. For Fiscal Year 2011-12, the pavement impact fee would produce approximately \$48,530 in additional revenue over a six-month period (January 1, 2012, through June 30, 2012). **The pavement impact fee is not applied to residential properties.**

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

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

AGREEMENT NO. 11-57

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 1. DEFINITIONS

1.01 DEFINITIONS

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

1.02 STATUTORY DEFINITIONS

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

ARTICLE 2. REPRESENTATIONS AND WARRANTIES

2.01 OF CONTRACTOR

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

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

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

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

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

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

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

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

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

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

2.02 OF CITY

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

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

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

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

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

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

ARTICLE 3. GRANT OF EXCLUSIVE FRANCHISE

3.01 GRANT OF FRANCHISE

Upon the effective date of this Agreement and continuing for the term of the Agreement or any extension or renewal thereof, the City hereby grants Contractor the

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

3.02 LIMITATIONS ON EXCLUSIVE FRANCHISE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.03 FRANCHISE AREA DEFINED

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

3.04 ANNEXATION COVERED BY EXISTING AGREEMENT

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

ARTICLE 4. TERM OF AGREEMENT

4.01 EFFECTIVE DATE

This Agreement shall become effective July 1, 2011.

4.02 TERM

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

4.03 EXTENSION OF TERM

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

4.04 OTHER CHANGES TO TERM

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

ARTICLE 5. CONTRACTOR'S SERVICES

5.01 COLLECTION SERVICES

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

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

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

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

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

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

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

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

5.02 COLLECTION STANDARDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.03 ACCEPTABLE MATERIALS

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

5.04 CONVERSION OF GREENWASTE COLLECTION

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

5.05 VEHICLES

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

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

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

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

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

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

5.06 CONTAINERS

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

5.07 PERSONNEL

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

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

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

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

5.08 HAZARDOUS WASTE

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

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

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

5.09 CUSTOMER SERVICE

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

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

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

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

5.09.4 Billing for Service.

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

5.09.4.2 Contractor Billing. Contractor shall bill owners of residential premises for bin service and commercial, institutional, and industrial customers for bin, debris box, or stationary compactor services performed by Contractor, in accordance with the service contract. Billings for regular services shall be monthly in advance; for temporary services, Contractor may require cash/credit card payment in advance of service.

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

5.10 GOVERNMENT LIAISON

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

5.11 RESOLUTION OF CUSTOMER DISPUTES

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

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

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

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

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

ARTICLE 6. CITY FEES

6.01 GENERAL

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

6.02 FRANCHISE FEE

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

6.03 PAVEMENT IMPACT FEE

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

6.04 TIME AND METHOD OF PAYMENT

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

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

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

6.05 ADJUSTMENT TO CITY FEES; ADDITIONAL CITY FEES

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

6.06 ONE-TIME ADMINISTRATIVE FEE

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

ARTICLE 7. CONTRACTOR COMPENSATION AND RATES

7.01 GENERAL

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

7.02 INITIAL RATES

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

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

7.03 ANNUAL FORMULA-BASED COMPENSATION ADJUSTMENT

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

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

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

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

7.04 DISPOSAL / PROCESSING FACILITY TIP FEE ADJUSTMENT

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

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

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

7.05 EXTRAORDINARY RATE ADJUSTMENTS

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

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

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

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

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

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

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

ARTICLE 8. RECORDS AND REPORTS

8.01 RECORDS

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

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

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

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

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

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

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

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

8.02 REPORTS

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

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

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

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

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

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

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

8.03 AUDIT

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

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

ARTICLE 9. INDEMNITY

9.01 INDEMNIFICATION OF CITY

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

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

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

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

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

9.02 AB939 INDEMNIFICATION

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

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

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

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

ARTICLE 10. INSURANCE AND PERFORMANCE BOND

10.01 INSURANCE

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

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

The insurance required by this Subsection shall include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.01.06 Other Insurance Requirements

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

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

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

10.02 FAITHFUL PERFORMANCE BOND

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

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

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

ARTICLE 11. ADDITIONAL AGREEMENTS OF PARTIES

11.01 RELATIONSHIP OF PARTIES; INDEPENDENT CONTRACTOR

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

11.02 COMPLIANCE WITH LAW

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

11.03 ASSIGNMENT; TRANSFER; CHANGE IN CONTROL

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

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

11.03.02 Assignment to Family Member. Notwithstanding the fact it would otherwise fall within the provisions of Section 11.03, any transfer of interests to an immediate family member of any existing shareholder may occur with the written approval of the City Manager, if Contractor certifies and the City Manger verifies that the transfer is in fact to an immediate family member or members; and, the City Manager finds both of the following: (i) that the transfer of interest will have no adverse impact on Contractor's operations in the City, and (ii) that the transfer of interest will not result in any interest in Contractor being vested in any person who is

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

11.04 SUBCONTRACTING

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

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

11.05 DISPUTES BETWEEN PARTIES

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

11.06 FORCE MAJEURE

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

11.07 OWNERSHIP OF SOLID WASTE

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

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

11.08 EVENTS OF DEFAULT

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

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

Each such event of default shall constitute a material breach of this Agreement.

11.09 CITY'S RIGHT TO TERMINATE AGREEMENT

In the event of Contractor default, City may terminate this Agreement after a hearing before the City Council. Contractor shall be given at least twenty (20) days notice prior to said hearing and shall have an opportunity to be heard at the hearing before the City Council.

11.10 CITY'S RIGHT TO LIQUIDATED DAMAGES

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

11.10.10 Amount. After providing Contractor notice and an opportunity to cure set forth herein, the City Council may, in its discretion, assess liquidated damages in an amount not to exceed One Thousand Dollars (\$1,000.00) per day, per incident for each calendar day that service is not provided by Contractor in accordance with this Agreement. The Parties acknowledge that the phrase "ceases to provide collection and transportation services" (Section 11.08 iii) refers to a comprehensive failure to perform and does not mean an occasional missed pick-up or other similar mistake. The amount of the liquidated damages shall be adjusted annually each July 1st by the amount of change in the Consumer Price Index according to the procedure specified in Article 7 for Contractor compensation. In addition, the City Council may order the assessment against the bond required by Section 10.02, the termination of the Agreement, or both.

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

11.11 CITY'S ADDITIONAL REMEDIES

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

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

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

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

11.12 RIGHTS OF CITY TO PERFORM DURING EMERGENCY

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

11.12.10 No Payment; Relinquishment. Contractor agrees that, in such event, the City may take temporary possession of and use all of said equipment and facilities without paying Contractor any rental or other charge, provided that the City agrees that, in such event, it assumes complete responsibility for the proper and normal use

of such equipment and facilities. The City agrees that it shall immediately relinquish possession of all of the above mentioned property to Contractor upon receipt of written notice from Contractor to the effect that it is able to resume its normal responsibilities under this Agreement.

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

ARTICLE 12. MISCELLANEOUS PROVISIONS

12.01 GOVERNING LAW

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

12.02 JURISDICTION

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

12.03 BINDING ON SUCESSORS

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

12.04 PARTIES IN INTEREST

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

12.05 WAIVER

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

12.06 ATTACHMENTS

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

12.07 ENTIRE AGREEMENT

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

12.08 SECTION HEADINGS

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

12.09 INTERPRETATION

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

12.10 AMENDMENT

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

12.11 SEVERABILITY

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

12.12 COSTS AND ATTORNEY'S FEES

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

12.13 REFERENCE TO LAWS

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

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

CITY OF MONTCLAIR:

BURRTEC WASTE INDUSTRIES, INC.:

Paul M. Eaton, Mayor

Cole Burr, President

ATTEST:

Yvonne L. Smith
Deputy City Clerk

APPROVED AS TO FORM:

Diane E. Robbins, City Attorney

Date

ATTACHMENT "A"

AGREEMENT NO. 11-57

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

DEFINITION OF TERMS

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

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AGREEMENT NO. 11-57

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

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

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AGREEMENT NO. 11-57

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

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

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

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AGREEMENT NO. 11-57

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

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

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

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AGREEMENT NO. 11-57

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

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

ATTACHMENT "B"

AGREEMENT NO. 11-57

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

SCOPE OF COLLECTION SERVICES

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

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

1. Residential Collection Services.

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

ATTACHMENT "B"
TO AGREEMENT NO. 11-57

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

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

2. Special Collection Services.

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

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TO AGREEMENT NO. 11-57

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

3. Commercial, Institutional and Industrial Collection Services.

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

b) Collection Frequency.

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

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

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

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

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

d) Containers.

1) Contractor-Provided Bins and Debris Boxes. Contractor shall offer each Commercial, Institutional and Industrial Premises or Residential Premises subscribing to Bin service a choice of an industry-standard Bin service (of 2-, 3-, or 4-cubic yard capacities) or offer each Commercial,

ATTACHMENT "B"
TO AGREEMENT NO. 11-57

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

- 2) **Customer-Provided Stationary Compactors.** Contractor shall service Stationary Compactors used exclusively for either Refuse or Recyclable materials (of 10-, 20-, 30- or 40- cubic yard capacities) provided by Customer that conform to Contractor's equipment specifications.
- e) **Recyclable Materials.** Commercial, Institutional and Industrial Premises or Residential Premises subscribing to Bin service may arrange one (1) or more Containers for commingled Recyclables for an additional fee.
4. **Temporary Bin Services.** Upon request of Customer and for the fees approved by City, Contractor shall provide Bins for temporary use by Residential, Commercial, Institutional and Industrial Premises for storage and disposal of Refuse in accordance with the Service Contract.
 - a) **Collection Frequency.** Temporary Bin rentals shall be for periods in increments of seven (7) days.
 - b) **Collection Location.** Temporary Bins shall be placed according to the subscriber's request provided the Bin shall not obstruct traffic or endanger public safety.
 - c) **Containers.** Temporary Bins shall be industry-standard three (3) cubic yard capacity.
5. **Temporary Debris Box Services.** Upon request of Customer and for the fees approved by City, Contractor shall provide Debris Boxes for temporary use by Residential, Commercial, Institutional or Industrial Premises for Refuse, Green Waste or Construction and Demolition Waste in accordance with the Service Contract.

ATTACHMENT "B"
TO AGREEMENT NO. 11-57

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

ATTACHMENT "C"

AGREEMENT NO. 11-57

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

CITY FACILITIES COLLECTION SERVICES

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

ATTACHMENT "D"

AGREEMENT NO. 11-57

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

ACCEPTABLE RECYCLABLE MATERIALS

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

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

II. The following items are NOT accepted for recycling:

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

ATTACHMENT "E"

AGREEMENT NO. 11-57

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

ACCEPTABLE GREEN WASTE MATERIALS

I. The following materials are acceptable for deposit in /greenwaste carts:

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

II. The following materials are NOT accepted for greenwaste:

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

ATTACHMENT "F"
AGREEMENT NO. 11-57
BETWEEN THE CITY OF MONTCLAIR
AND
BURRTEC WASTE INDUSTRIES, INC.

RESOLUTION NO. 11-2908

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED AND ADOPTED this XX day of XX, 2011.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 11-2908 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2011, and that it was adopted by the following vote, to-wit:

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

Yvonne L. Smith
Deputy City Clerk.

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

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

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

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

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

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

EMERGENCY RESPONSE PLAN

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

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

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

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

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

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

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 11-107 WITH THE CITY OF WEST COVINA FOR MOBILE DATA COMPUTER CONNECTIVITY, DATA PROCESSING EQUIPMENT, SOFTWARE, AND SERVICE OF COMPUTER-AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM PROGRAMS

DATE: August 15, 2011
SECTION: AGREEMENTS
ITEM NO.: 2
FILE I.D.: PDT260
DEPT.: POLICE

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 11-107 with the City of West Covina (West Covina) for Mobile Data Computer (MDC) connectivity, data processing equipment, software, and the service of Computer-Aided Dispatch (CAD) and Records Management System (RMS) programs, all of which are administered through the West Covina Police Department.

A copy of proposed Agreement No. 11-107 is attached for the City Council's review and consideration.

BACKGROUND: For many years, the Montclair Police Department has relied on the services of West Covina for data processing equipment, software, and support for the Police Department's CAD and RMS programs as well as MDC connectivity.

The services provided by West Covina offer the Police Department access to a comprehensive public safety information system without the day-to-day responsibility of system management and ongoing maintenance.

The CAD system is a computer-based module for accepting Police calls for service, dispatching public safety personnel, and tracking the status of available resources. The CAD system includes interfaces to the RMS, MDCs, emergency telephone systems (E911), and all available external law enforcement databases.

Multiple open windows allow dispatchers to perform varied tasks while still being aware of changes that take place with field units.

The CAD software is fully integrated into the MDC system, which provides field Officers with immediate access to extensive information. The CAD is fully integrated into the RMS system from which all available information is immediately transferred. Response time analysis, Officer productivity, and free-time analysis reports are all based on the CAD data and provide an immediate and timely overview of efficiency.

From within the CAD, dispatchers have full access to county databases, California Law Enforcement Telecommunications Systems, and the National Crime Information Center.

Prepared by: Judy R.

Reviewed and
Approved by:

K. B. Long

Proofed by: Sharoufgazian

Presented by:

[Signature]

The RMS system is a computer-based module that allows for easy data entry and retrieval of crime-related records, citation information, field interview information, registrant information, and CAD information associated with crime and other incidents reported to the Communications Center. The RMS program also encompasses a crime analysis system with the capability of generating statistical reports, a useful tool in crime analysis. Both facets of the program are designed to assist law enforcement in effectively handling criminal investigations.

FISCAL IMPACT: West Covina has implemented a 3 percent rate increase for Fiscal Year 2011-12. The total cost of services proposed to be provided by the City of West Covina pursuant to Agreement No. 11-107 is \$76,084. Funding in this amount for such services is contained in the Police Department Fiscal Year 2011-12 Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 11-107 with the City of West Covina for mobile data computer connectivity, data processing equipment, software, and service of computer-aided dispatch and records management system programs.

STANDARD AGREEMENT

DATA PROCESSING EQUIPMENT AND SERVICES AGREEMENT

This DATA PROCESSING EQUIPMENT AND SERVICES AGREEMENT is made this 1st day of July, 2011 by and between the City of West Covina, through its Police Department, an entity organized under the laws of the State of California ("West Covina Police") and the Montclair Police Department, organized under the laws of the State of California ("Client Agency").

Recitals

- A. Client Agency has requested to lease the West Covina application software.
- B. Client Agency desires to implement and use a comprehensive public safety information system without the responsibility for day-to-day central computer system management and West Covina Police has the available central computer system capacity, implementation and system management skills and ability to implement such a system and to provide on-going support and maintenance.

In consideration of an initial processing establishment fee and annual processing and software usage/support/maintenance fees to be paid by Client Agency to the West Covina Police, the parties agree as follows:

1. Sale of Equipment and Right To Use Software. Subject to the terms and conditions hereof, West Covina Police agrees to sell to Client Agency, and Client Agency agrees to purchase from West Covina Police, the equipment and the right to use the software products described herein (collectively referred to as the "System"). West Covina Police shall obtain for delivery at the address designated for Client Agency's use of the System (the "Installation Site"), the equipment, parts, and supplies identified in Attachment 1 hereto (the "Network Equipment").

Client Agency's right to use the system software products may not be transferred, leased, assigned, or sublicensed without West Covina Police's prior written consent, except for a transfer of the right-to-use in its entirety to a successor in interest of Client Agency's entire organization who assumes the obligations of this Agreement.

2. Network Equipment Installation. West Covina Police shall be responsible for complete installation of the System and Network Equipment identified in Attachment 1 hereto.

3. Training. Client Agency shall select personnel suitable to operate and use the System and confirm that such personnel demonstrate the competence necessary to manage and operate the System. West Covina Police shall, upon Client Agency's request, provide Client Agency's personnel with training and instruction concerning the operation and use of the System by conducting a training session(s) at a mutually convenient time at Client Agency's

facility. The cost and terms of payment for providing training at Client Agency's facility is contained in Attachment 1 of this Agreement.

4.Remote Computing Services. The West Covina Police shall provide Client Agency with the data processing services described in the Processing Schedule contained in Attachment 1. The Processing Schedule sets forth standards and procedures, including form of source data, programs to be used in processing, procedures for data storage, and form of return data and output, for such services. The West Covina Police may provide remote computing services to sort and analyze such data in order to produce the return data and output. Such data, as sorted and analyzed, shall be stored in a custom database file for Client Agency to access on a confidential, "password-restricted" basis through the West Covina Police's on-line communications network. The Processing Schedule also sets forth the equipment and computer programs provided for Client Agency's use, the quantity of data storage space reserved the communication protocols and terminal specifications for equipment on Client Agency's premises, and user identification and security procedures to be employed.

5.Processing. The West Covina Police will process work in a timely manner according to the processing schedule, including computer network availability times and scheduled downtime arrangements, to be developed from time to time by Client Agency and West Covina Police and documented in additions to the Processing Schedule signed by both parties hereto. West Covina Police acknowledges that maximum availability of the computer network so undertaken is necessary for Client Agency to meet Client Agency's internal operating requirements, but West Covina Police shall not be responsible for unscheduled computer network outages attributable to causes beyond its reasonable control, including but not limited to limitations on the availability of telephone transmission facilities, failures of other communications equipment, or Client Agency's failure to prepare data properly for input into equipment of West Covina Police.

6.Backup Services. If West Covina handles Client processing, West Covina Police shall maintain adequate back-up arrangements and equipment in order to maintain services hereunder in the event of the failure of West Covina Police's equipment. West Covina Police shall, at a minimum, perform daily incremental and weekly comprehensive backups of Client Agency's database files and shall rotate a current backup copy off-site from West Covina Police's premises weekly.

7.Priority Processing. West Covina Police shall afford priority to all data processing services provided with respect to public safety information systems and shall undertake all reasonable efforts to maximize computer network availability for such data processing for Client Agency prior to any non-priority processing.

8.Ownership of Systems, Materials and Database. All systems, programs, operating instructions, and other documentation prepared by West Covina Police shall be, and remain, the property of West Covina Police. All data and source documents provided by Client Agency and all output shall be, and remain, Client Agency's property. Upon termination of this Agreement, all of Client Agency's information retained by West Covina Police in Client Agency's custom database files shall be made available to Client Agency on computer readable media, of a type suitable for use on the specified equipment, and West Covina

Police shall return to Client Agency all documents and written records of transactions belonging to Client Agency. Client Agency's custom database files shall be supplied in either native West Covina application system format or in a flat file format with all data fields unpacked or not in computational or binary form. Costs to cover such final servicing and handling of materials and custom database files are deemed to be included in the processing establishment fee.

9. Duty of Care. West Covina Police agrees to employ due care and attention in maintaining Client Agency's custom database files. Client Agency acknowledges that data processing entails the likelihood of some human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage.

Operation of the System and use of the products and services identified in this Agreement are the sole responsibility of Client Agency. West Covina's sole undertaking is limited to providing the products and services outlined herein in accordance with the terms and conditions of this Agreement. The provision of products sold or leased and services performed by West Covina to Client Agency shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any obligation toward any third party or legal entity outside of West Covina and Client Agency; West Covina's obligations under this Agreement extend solely to Client Agency.

Client Agency is responsible for adopting reasonable measures to limit Client Agency's exposure with respect to such potential losses and damages, including (without limitation) examination and confirmation of results prior to use thereof, provision for identification and correction of errors and omissions, preparation and storage of backup data, replacement of lost or damaged data or media, and reconstruction of data. Client Agency agrees to maintain at all times alternative methods capable of substitution for West Covina Police's performance under this Agreement. Client Agency is also responsible for complying with all local, state, and federal laws including those pertaining to the use and disclosure of any data.

10. Confidential Treatment of Information. West Covina Police shall maintain in confidence, and shall not disclose to any third party, unless directed to do so in writing by Client Agency's Chief of Police, or designee, all data and materials furnished by Client Agency for processing hereunder, and West Covina Police agrees that such information shall not be used by West Covina Police for any purposes other than the provision of processing services pursuant to this Agreement. West Covina Police's obligation under this Paragraph 11 is limited to diligent compliance with the same methods and procedures that West Covina Police uses to protect its own confidential information from disclosure. West Covina Police further agrees to restrict access to the custom database files created for the output of its processing of Client Agency's data. West Covina Police shall furnish Client Agency with a description of such restrictions upon Client Agency's request, BUT CLIENT AGENCY ACKNOWLEDGES THAT ACCESS RESTRICTIONS, BY THEIR NATURE, ARE CAPABLE OF BYPASS AND WEST COVINA POLICE DOES NOT AND CANNOT GUARANTEE THAT SUCH OUTPUT CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS CAPABLE OF OVERCOMING SUCH RESTRICTIONS.

Client Agency shall indemnify and hold harmless West Covina Police from all claims and liability resulting from Client Agency's failure to report or pay such amounts.

17. Delivery. West Covina shall deliver all equipment outlined in Attachment 1 to Client Agency's facility.

18. On-Site Assistance and Billing. If a problem cannot be resolved using remote diagnostics, with the Client Agency's authorization, West Covina Police shall send a specialist to the Client Agency's site under the following terms and conditions: (1) If the problem lies solely with Client Agency's equipment, Client Agency will be responsible for all expenses associated with the resolution of the problem, and (2) if the problem is Client Agency generated, Client Agency may be responsible for all fees and expenses and will be automatically billed on a net 30 basis at West Covina Police's then-current service rate plus cost of materials. The current service rate is indicated in Attachment 1 of this Agreement.

Nonpayment of billed services shall constitute a breach of Agreement and all remote computing services and maintenance shall be withheld until such time as all back payments plus applicable late penalties and interest have been fully repaid. Client Agency generated problems include any and all hardware and/or network failures that were caused by improper use, tampering or by intentional damage to the Client Agency's Network Equipment.

19. West Covina Service Group (WCSG). Calls to WCSG will be accepted during regular business hours from 7:00 a.m. PST to 5:00 p.m. PST on Monday through Thursday, excluding announced West Covina holidays. Responses from WCSG or other West Covina Police representatives will be provided during the same hours. West Covina Police will use its best efforts to resolve problems promptly. Client Agency will select no more than two (2) of its employees to serve as official representatives of Client Agency to use the WCSG hotline support. Client Agency may also appoint alternative representatives to act in place of the official representatives in their absence. The WCSG service is not to be considered a source of training or a source of consulting. It is Client Agency's responsibility to regulate and authorize the use of this service by its employees. All WCSG services shall be coordinated in advance with the West Covina Site Manager. Client Agency's representatives shall not call programming staff directly.

After-hours support services may be provided in coordination through the Site Manager. "After hours support services" means services between 5:00 p.m. - 7:00 a.m. Monday-Friday or on West Covina holidays or on weekends. Requests for emergency support services may originate only from the Client Agency's official representative(s). The charge for emergency services shall be on a time and materials basis at the rate indicated in Attachment 1 with a two (2) hour minimum.

West Covina shall designate a Site Manager under this Agreement.

20. Client Agency Responsibilities. Client Agency's responsibilities shall include the following:

- 1 Client Agency, at its expense and prior to delivery and installation of the System at Client Agency's address, shall prepare the Installation Site in an appropriate manner and shall

11. Audits and Governmental Examination. West Covina Police agrees to permit auditors or consultants retained by Client Agency to audit or review the procedures for handling and processing of data hereunder upon reasonable notice and compliance with West Covina Police's security procedures. The parties also acknowledge that certain federal and state agencies may require access to facilities of West Covina Police to audit the performance of the services by West Covina Police for Client Agency under this Agreement, and West Covina Police will cooperate with respect to all such governmental audits. West Covina Police shall provide an annual financial accounting and report of data processing operations in writing to Client Agency.

12. Modification of Procedures. West Covina Police may make changes from time to time in its standards and procedures for performing data processing services, but no substantial changes will be implemented by West Covina Police until it has furnished Client Agency with written notice thereof and a reasonable opportunity to adapt Client Agency's operations to accommodate such changes. Substantial changes are those which would force Client Agency to make significant modifications to their standard operating procedures.

13. West Covina Maintenance. West Covina Police shall maintain the application software used by Client Agency at the time of the execution of this Agreement. West Covina Police shall use its best efforts to correct any reproducible error. Response to downed systems generally will be within four hours. Suspected error conditions will be investigated and corrected by West Covina Police personnel at West Covina offices to the extent possible although visits to the Client Agency's site shall be made when necessary pursuant to Paragraph 18 of this Agreement. West Covina Police may provide Client Agency with use of unsolicited error corrections or changes to the software which West Covina Police determines are necessary for proper operation of the software.

14. New Releases. West Covina Police is continually working on improvements to application software modules. During the term of this Agreement, as these improvements are released, Client Agency will receive the right-to-use these improvements. West Covina Police reserves the right to make final determination as to whether or not newly completed or acquired enhancements, modules and/or applications are deemed separately priced products or are to be included as no-cost enhancement/new releases for the maintenance-paying Client Agency.

15. Pricing. Network Equipment Costs, Processing Establishment, Installation and Training Fees shall be paid on a one-time only basis according to the payment schedule contained in Attachment 1 of this Agreement. Processing, Software Support and Usage and Maintenance fees are billed annually and are due and payable by July 1 of each year. The amount of these annual recurring fees is presented in Attachment 1. West Covina Police may increase the amount of the annual recurring fees each year, based upon budget requirements, to a maximum of 5% in any year. Client Agency will be notified of such annual recurring fees increases by April 1 of each year.

16. Taxes. Client Agency shall report and pay all applicable federal, state, and local taxes designated, levied, or based (1) upon the Purchase Price, Service Establishment, Processing Fees, or any other amounts payable under this Agreement; (2) on account of this Agreement; or (3) with respect to the System, the Network Equipment, or the use by Client Agency of the System or the Network Equipment.

cause the Installation Site to conform to any utility, climate control, and communication interface specifications that West Covina Police or the manufacturers or vendors of the Network Equipment may supply.

- 2 Client Agency shall promptly inspect the Network Equipment upon its arrival at the Installation Site and shall notify West Covina Police if Client Agency finds any damage or defect in the Network Equipment.
- 3 Client Agency shall provide West Covina Police personnel with the work space necessary for the proper execution of its service obligations as necessary and required by West Covina Police.
- 4 Client Agency will be responsible for maintaining the computer hardware, communications equipment, telephone lines, cabling, modems and all other hardware equipment as necessary to operate efficiently and to industry standards.
- 5 Client Agency will make available network access time for the testing and maintenance of software as necessary and required by West Covina Police.

21. Terms of Agreement. This Data Processing Equipment and Services Agreement shall be effective until terminated as set out in paragraph 22, subject to changes in terms and conditions set out herein.

22. Termination. Either party shall have the right to terminate this Agreement without cause upon not less than one hundred eighty (180) days advance written notice.

23. Warranties.

- 1 West Covina Police warrants, for the benefit of Client Agency only, that at the time of completion of delivery and installation of the Network Equipment and Operating Programs at the Installation Site, the equipment shall be free of defects in materials or workmanship. West Covina Police's sole obligation, and Client Agency's exclusive remedy, for any defect or nonconformity in the Network Equipment and Operating Programs shall be to cooperate with Client Agency to provide it with the benefit, if any, of the warranty and support commitment of the third-party manufacturers and suppliers of Network Equipment and the Operating Programs. Client Agency may independently seek to obtain directly, from the manufacturers of the Network Equipment or the Operating Programs, maintenance or repair of the Network Equipment or the Operating Programs under any warranty or guarantee provided by such manufacturer. Client Agency acknowledges, unless Client Agency obtains separate service agreements with such manufacturers and suppliers or with a third-party maintenance vendor covering maintenance or repair of the Network Equipment and the Operating Programs at the Installation Site, that such manufacturers and suppliers may require Client Agency to deliver defective Network Equipment or Operating Programs to their authorized service centers for maintenance or repair.

2 THE CLIENT AGENCY UNDERSTANDS AND AGREES THAT EXCEPT FOR THE FOREGOING WARRANTY, NO WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY TO THE SOFTWARE UNDER THIS AGREEMENT, WHICH IS FOR MAINTENANCE AND SUPPORT ONLY. ALL IMPLIED WARRANTIES ARE HEREBY AND EXPRESSLY DISCLAIMED. West Covina's sole obligation for breach of this Agreement is limited to repairing and/or replacing, at Client Agency's option, the software components at West Covina's own expense, which shall be Client Agency's sole and exclusive remedy. The repair or replacement of any defective software under this warranty is conditioned upon the software not having been altered or repaired by any individual other than West Covina employees or agents, and West Covina shall not be responsible for any defects resulting from the mishandling, abuse, misuse, improper storage or improper operation, including use in conjunction with equipment which is electrically or mechanically incompatible with or of inferior quality to the System, as well as failure to maintain the environmental conditions specified by the manufacturer of the System.

24. Indemnification. Subject to the limitations set out herein each party shall indemnify and hold harmless the other party from and against claims, losses, damages, liabilities, demands, and lawsuits to the extent they arise from, or are alleged to arise from, negligent acts solely in connection with a party's performance (or failure to perform) under this Agreement or a party's use of, or operation of, the Product(s) sold, installed, and maintained under this Agreement. This indemnity extends solely to claims and lawsuits for personal injury, death, or destruction of tangible property

Notwithstanding any other provision in this Agreement, including without limitation Paragraphs 9,23,24, West Covina Police shall defend, indemnify and hold harmless the Client Agency and its elected officials, officers, employees and agents from and against any claims, losses, damages, liabilities, demands and lawsuits, of whatsoever kind or nature, including, without limitation, patent and/or copyright infringement claims arising out of or relating to West Covina Police's ownership and/or ability or right to sell or lease the software and database which are the subject of this Agreement.

25. Security and Privacy. West Covina Police agrees that to the extent allowed by law, none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the prior written consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. Client Agency shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

26. Changes to files and/or hardware configuration. Any changes to files and/or hardware which may affect software performance, including but not limited to changes to existing hardware configurations, network configurations, terminal and printer characteristics or modems without the prior written consent of West Covina Police may void this Agreement.

West Covina Police may provide requested support on a time and material basis only, until such time as the changes in configuration are resolved.

27. Independent Contractor. The parties hereto agree that West Covina Police Department and its employees, officers, and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of Client Agency.

28. Notices. Any notices required or permitted under this Agreement shall be in writing and shall be effective when delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or by personal courier to the address set forth in this Agreement or any more recent address of which the sending party has been apprised.

29. Governing Law/Miscellaneous. This agreement shall be governed by the laws of the State of California. It may be amended only in writing signed by both parties. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

30. Entire Agreement. This Agreement, including Attachment 1 hereto, which is hereby incorporated herein by this reference, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior and contemporaneous representations, proposals, agreements, negotiations, advertisements, statements, or understandings, whether oral or written. No amendment to this Agreement shall be binding on either party unless such amendment is in writing and executed by authorized representatives of both parties to this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives.

City of Montclair

City of West Covina

By: _____

By: _____

Name: _____

Name: Frank J. Wills

Title: _____

Title: Chief of Police

Date: _____

Date: _____

**DATA PROCESSING EQUIPMENT AND SERVICES AGREEMENT
NETWORK EQUIPMENT AND PROCESSING SCHEDULE – Attachment 1**

I. Description of Data-Processing Services:

A. Maintenance and Repair of Data Communications Lines:

All data communication lines between Client Agency and West Covina are supplied by the local telephone service company. The maintenance and repair of those lines remains the responsibility of the provider.

B. Maintenance and Repair of E-911 Connections:

All 911 communication lines are supplied by the local telephone service company. The maintenance and repair of those lines remains the responsibility of the provider.

C. Maintenance and Repair of External System Interfaces:

All external interface communication lines between Client Agency and the County or State are supplied by the County or the State. The maintenance and repair of those lines remains the responsibility of the provider.

D. Maintenance and Repair of West Covina Police supplied Third-Party Equipment:

All third party equipment provided by West Covina to Client Agency will be the property of the Client Agency. The maintenance and repair of that equipment will be the responsibility of West Covina. Any West Covina personnel costs will be billed to Client Agency at a time and materials rate of \$150 per hour.

E. Maintenance and Repair of Third-Party Software provided by West Covina Police:

All third party software provided by West Covina to Client Agency will be the property of the Client Agency. The maintenance and repair of that software will be the responsibility of West Covina. Any West Covina personnel costs will be billed to Client Agency at a time and materials rate of \$150 per hour.

F. Maintenance and Repair of West Covina Police Central Computer System:

West Covina will be responsible for all maintenance and repair of the Central Computer System with contracted maintenance coverage of 24 hours by 7 days per week, including holidays.

**DATA PROCESSING EQUIPMENT AND SERVICES AGREEMENT
NETWORK EQUIPMENT AND PROCESSING SCHEDULE – Attachment 1**

G. Client Agency copy of database backup:

At Client Agency direction, West Covina Police will rotate to Client Agency a comprehensive backup media on a monthly basis.

II. Standards and Procedures

A. Client Agencies Users' Group:

Client Agency will be a member of the West Covina User's Group and will be invited to attend all meetings of that group and will be asked to provide input into future software enhancements.

B. Procedures for Off-Site Data Storage:

West Covina will make daily backups of the entire Client Agency system. If asked to do so, West Covina will provide Client Agency, monthly, with a full backup media.

C. Network Availability Schedule:

24 hours daily, 7 days per week.

D. Scheduled Downtimes:

Downtimes are scheduled on an "as needed" basis and West Covina Police will provide, in most instances, at least one (1) day advance notice. Less notice may be provided for emergency system maintenance downtime.

E. Security Procedures:

Client Agency will have full authority and responsibility to assign passwords, terminal time-outs, user clearances, and other related security functions to all of their users on the system.

F. On-Site Assistance and Emergency Service Fees:

Normal On-Site Assistance rate is \$150.00 hour.

Emergency Services rate is \$300.00 hour.

Client Agency shall be invoiced for these services fees as they are incurred. The invoice shall indicate the date services were provided, the individual providing the services and amount of time incurred. Invoices are due and payable within 30 days.

**DATA PROCESSING EQUIPMENT AND SERVICES AGREEMENT
NETWORK EQUIPMENT AND PROCESSING SCHEDULE – Attachment 1**

Client Agency shall be invoiced for any software or hardware purchases made on their behalf, at the time of ordering. Invoices are due and payable within 30 days. Late payments are subject to a 3% monthly penalty.

The annual processing/usage fee is due and payable by July 1 of each year.

The software support and maintenance fee is due and payable by July 1 of each year.

**DATA PROCESSING EQUIPMENT AND SERVICES AGREEMENT
NETWORK EQUIPMENT AND PROCESSING SCHEDULE – Attachment 1**

ON-GOING ANNUAL FEES (due July 1st of each year, starting July 1, 2011)

ANNUAL CAD/RMS/EXTERNALS INTERFACE MAINTENANCE FEES	\$33,312.00
ANNUAL HOSTED LEASE/USAGE FEES	\$27,477.00
ANNUAL FRAME RELAY CONNECTION FEES	\$566.00
ANNUAL MDT INTERFACE MAINTENANCE FEES	\$5,835.00
ANNUAL CLETS FEES	\$4,120.00
ANNUAL PST RADCOM SERVER/CLIENT MAINTENANCE FEES	\$4,774.00
TOTAL WCSG ANNUAL FEES	\$76,084.00

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 11-108 WITH ONTARIO-MONTCLAIR
SCHOOL DISTRICT TO PROVIDE A LICENSED
CLINICAL SOCIAL WORKER FOR THE CASE
MANAGEMENT PROGRAM

DATE: August 15, 2011

SECTION: AGREEMENTS

ITEM NO.: 3

FILE I.D.: HSV044/SCH500

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 11-108 with the Ontario-Montclair School District (OMSD) to continue the services of a Licensed Clinical Social Worker (LCSW) for the Montclair Community Collaborative's case management program. A copy of proposed Agreement No. 11-108 is attached for the City Council's review and consideration

BACKGROUND: In December 1999, the City Council approved Agreement No. 99-108 with OMSD to provide LCSW services for the Montclair Community Collaborative's case management program. The original contract was designed as a partnership between the City of Montclair and OMSD whereby each agency contributed 50 percent of the salary and benefits for the LCSW.

The LCSW works with other service delivery providers to intervene and assist at-risk children and adults in the Montclair community. Through the case management system and coordination of services with other professionals including Police and Code Enforcement Officers, child or adult protective services, community-based organizations, and mental health professionals, there is a higher level of effectiveness and less duplication of services.

The term of proposed Agreement No. 11-108 is July 1, 2011, through June 30, 2012.

FISCAL IMPACT: The City's contractual obligation for the LCSW would be \$4,178 per month. Should the City Council approve proposed Agreement No. 11-108, the funding is allocated in the Human Services Division Fiscal Year 2011-12 Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 11-108 with OMSD to provide a Licensed Clinical Social Worker for the case management program.

Prepared by:

M. Richter

Reviewed and
Approved by:

Steve Luster

Proofed by:

Christine Smiley

Presented by:

**CITY OF MONTCLAIR
5111 BENITO STREET
MONTCLAIR, CALIFORNIA 91763
(909) 626-8571**

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 15th day of August 2011 by and between the City of Montclair, hereinafter referred to as the "**CITY**," and the Ontario-Montclair School District, hereinafter referred to as the "**CONSULTANT**."

1. Services To Be Performed by Consultant.

(a) **CONSULTANT** agrees to perform the following services on the dates and times herein stated in accordance with directions stipulated by the **CITY**.

(b) **CONSULTANT** may, at **CONSULTANT's** own expense, employ such assistants as **CONSULTANT** deems necessary to perform the services required of **CONSULTANT** by this Agreement.

(c) **CONSULTANT** is, and shall at all times be deemed to be an independent contractor, and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between **CITY** and **CONSULTANT's** agent or employees. **CONSULTANT** assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment, **CONSULTANT**, its agents and employees, shall not be entitled to any rights and/or privileges of **CITY's** employees and shall not be considered in any manner to be **CITY's** employees.

(d) If **CONSULTANT** is a regular employee of a public entity, all services which **CONSULTANT** renders under this Agreement will be performed at times other than **CONSULTANT's** regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.

2. Compensation.

(a) Except as otherwise provided in the Agreement, **CITY** agrees to compensate **CONSULTANT** for services rendered under the Agreement in the total amount of \$4,178 per month.

(b) **CITY** will pay no additional amount for travel or other expenses of **CONSULTANT** under this Agreement.

(c) **CONSULTANT** will invoice **CITY** for each month of service through the contract term.

(d) **CITY** will not withhold any federal or state income tax for payment made pursuant to this Agreement, but will provide **CONSULTANT** with a statement of earnings at the end of each calendar year. **CONSULTANT** is hereby advised that such statement of earnings shall, if required, be provided to the Internal Revenue Service and the State Franchise Tax Board.

3. Term of Agreement

The term of this Agreement is from July 1, 2011 through June 30, 2012, unless sooner terminated, pursuant to the provisions of Section 6 of this Agreement. **CITY** and **CONSULTANT** may mutually agree in writing to extend the term of this Agreement provided, however, **CITY** shall not be obligated to pay **CONSULTANT** any additional consideration unless **CONSULTANT** undertakes additional services, in which instance the consideration shall be increased as **CITY** and **CONSULTANT** shall agree in writing.

4. Obligations of Consultant.

(a) During the term of this Agreement, **CONSULTANT** agrees to diligently prosecute the work specified in the attached "Description of Services" to completion. **CONSULTANT** may represent, perform services for, and be employed by such additional clients, persons, or companies as **CONSULTANT**, in **CONSULTANT's** sole discretion, sees fit.

(b) At all times during the term of this Agreement, **CONSULTANT** agrees to provide workers' compensation insurance for **CONSULTANT's** employees and agents as required by law. **CONSULTANT** shall comply with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.

(c) **CONSULTANT** shall indemnify, pay for the defense of, and hold harmless **CITY** and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of **CONSULTANT's** negligent or willful acts and/or omissions in rendering any services hereunder. **CONSULTANT** shall assume full responsibility for payment of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatsoever, concerning **CONSULTANT** or any employee and shall further indemnify, pay for the defense of, and hold harmless **CITY** of and from any such payment or liability arising out of or in any manner connected with **CONSULTANT's** performance under this Agreement.

(d) Neither this Agreement nor any duties or obligations under this Agreement may be assigned by **CONSULTANT** without the prior written consent of **CITY**.

5. Obligations of City.

CITY agrees to comply with all reasonable requests by **CONSULTANT** and to provide access to all documents reasonably necessary for the performance of **CONSULTANT's** duties under this Agreement.

6. Termination of Agreement.

(a) Unless otherwise terminated as provided below, this Agreement shall continue in force during the term of the Agreement, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

(b) Should **CONSULTANT** default in the performance of this Agreement or breach any of its provisions, **CITY** may terminate this Agreement by giving written 30-day notification to **CONSULTANT**.

(c) If at any time during the performance of this Agreement **CITY** determines, at its sole discretion, to suspend indefinitely or abandon the work under this Agreement, **CITY** shall have the right to terminate the performance of **CONSULTANT's** services hereunder by giving written notification to **CONSULTANT** of its intention to terminate.

(d) In the event that **CITY** terminates this Agreement under paragraph (b) or (c) of this Section, **CONSULTANT** shall only be paid for those services rendered to the date of termination. All cash deposits made by **CITY** to **CONSULTANT**, if any, shall be refundable to **CITY** in full termination of this Agreement unless specified to the contrary below.

7. General Provisions.

(a) Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be addressed to the parties at the addresses set forth in this Agreement for **CITY** and **CONSULTANT**. The foregoing addresses may be changed by written notice to the other party as provided herein.

(b) **CITY** and **CONSULTANT** mutually agree that for copyright purposes, any written material or any copyrightable work of any nature created by **CONSULTANT** pursuant to this Agreement shall be owned by **CONSULTANT** and shall not be considered a "work made for hire" as such term is defined in Title 17 of the United States Code, Section 101, and that **CITY** shall own all of the rights comprised in the copyright of said written material or copyrightable work.

(c) This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by **CONSULTANT** and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any matter whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties, except **CITY** may unilaterally amend the Agreement to accomplish the changes listed below:

1. Increase dollar amount;
2. Administrative changes; and
3. Changes as required by law.

(d) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(f) Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendment thereto, all books, records and files of **CITY**, **CONSULTANT**, or any subcontractor connected with the performance of this Agreement involving the expenditure

of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor or the State of California, at the request of CITY or as part of any audit of CITY, for a period of three (3) years after final payment is made under this Agreement. CONSULTANT shall preserve and cause to be preserved such books, records and files for the audit period.

(g) Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

"CITY"

By:

Signature

Paul M. Eaton
Printed Name

Mayor
Title

ATTEST:

Yvonne Smith
Deputy City Clerk

Date: _____

"CONSULTANT"

By:

Signature

Kim Stallings
Printed Name

Deputy Superintendent
Title

950 West "D" Street
Address

Ontario CA 91762
City State Zip

(909) 445-2500
Telephone Number

Date: _____

Date of City Council's Approval:

END OF AGREEMENT FOR CONSULTANT SERVICES

Description of Services

Services to be initiated through the attached agreement will be performed through the case management portion of the Montclair Community Collaborative, a partnership between the City of Montclair, Ontario-Montclair School District, and other community partners. The following description of services specify the scope of work for a contracted "Case Manager" which include:

- 1) Serve as coordinator of the case management system by working with City staff from all departments. Primary City interactions will occur through the Human Services Division.
- 2) Follow all protocol, mandates, and confidentiality laws while providing case management services and receiving referrals through designated City of Montclair staff.
- 3) Work with school district, County, and other service providers to implement case management services.
- 4) Process assessment and intakes for referred individuals and gather necessary information from referring City staff, school, family members, and other service providers as needed. Maintain appropriate records.
- 5) Provide triage for counseling services as needed.
- 6) Oversee the extension of services through the supervision of LCSW, MFCC, and/or MSW interns. Interns will provide allied case management services.
- 7) Provision of services will occur through the City of Montclair Human Services division office as needed.
- 8) Monthly service delivery meetings will occur between the Case Manager and the City's Assistant Director of Human Services.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 11-109 WITH THE INLAND EMPIRE
UNITED WAY TO PROVIDE THE AMERICORPS
VOLUNTEER INFRASTRUCTURE PROGRAM

DATE: August 15, 2011

SECTION: AGREEMENTS

ITEM NO.: 4

FILE I.D.: SOR350

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 11-109 with the Inland Empire United Way (IEUW) to continue to develop volunteer programs and build infrastructure through the AmeriCorps Volunteer Infrastructure Program (VIP). A copy of proposed Agreement No. 11-109 is attached for the City Council's review and consideration.

BACKGROUND: The Montclair Community Collaborative (MCC) was organized in 1996 to collectively strengthen the community. The mission of MCC is "to guarantee a progressive quality community for all by working together as diverse, committed individuals and organizations." As a result of the ongoing strategic planning process, the MCC identifies resources and develops services for children, youth, and adults.

Pursuant to the goals and objectives established by MCC, staff was successful in being selected as a partner to conduct the AmeriCorps VIP for Fiscal Year 2010-11. Staff reapplied for this program for Fiscal Year 2011-12 and was again selected to participate. IEUW will work with staff to recruit, enroll, and train the AmeriCorps VIP Fellow. The AmeriCorps VIP Fellow would continue to work with staff to generate volunteers and build up infrastructure that supports services to seniors as well as youth and families. Through the AmeriCorps VIP, the VIP Fellow would be assigned to the Human Services Division to provide a minimum of 1,700 hours of service.

The term of proposed Agreement No. 11-109 is August 22, 2011, through August 14, 2012.

FISCAL IMPACT: Proposed Agreement No. 11-109 would require a cash match from nonfederal sources of \$7,000 and an in-kind match from nonfederal sources of \$4,000 per VIP Fellow for member supervision. The Montclair Youth Sponsorship Fund would provide the cash match.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 11-109 with the Inland Empire United Way to provide the AmeriCorps Volunteer Infrastructure Program.

Prepared by:

M. Richter

Reviewed and
Approved by:

Steve Lupton

Proofed by:

Christine Smedley

Presented by:

[Signature]

AMERICORPS VIP MEMORANDUM OF UNDERSTANDING 2011-2012

This is a Memorandum of Understanding between the INLAND EMPIRE UNITED WAY and CITY OF MONTCLAIR to conduct the AmeriCorps Volunteer Infrastructure Program (VIP). The AmeriCorps VIP program will engage AmeriCorps members in local non-profits to develop volunteer programs and build infrastructure. It is expressly understood and agreed by the INLAND EMPIRE UNITED WAY and the CITY OF MONTCLAIR as follows:

- I. Purpose: The purpose of this Memorandum of Understanding is to establish and maintain an effective working relationship between the parties to ensure the coordination of the AmeriCorps VIP program.
- II. Term: This Memorandum of Understanding shall be in effect from *August 22, 2011* to *August 14, 2012* or until such time as either of the agencies requests a meeting in writing to redefine the agreement or funding is terminated. Either party may also terminate this agreement in sixty days by giving written notice.
- III. Goals of the Program: Build a volunteer management program through the development of systems in nonprofit and educational organizations that will enable the Partner Site to successfully generate, place and support volunteers in order to serve the community more effectively.
 - Each VIP Fellow will generate, place and track minimum 100 volunteers.
 - Of these 100 volunteers, 50 will be ongoing and will provide a minimum of 10 hours each of service while the remaining 50 will participate in project-based activities and will serve a minimum of 2 hours each.
- IV. Description of Services: The INLAND EMPIRE UNITED WAY will work with the CITY OF MONTCLAIR to recruit, screen, enroll, orient, and train AmeriCorps Members. Members will work with CITY OF MONTCLAIR to generate volunteers and build infrastructure that support services to youth and their families. Through AmeriCorps VIP, (1) AmeriCorps Member(s) will be assigned to the CITY OF MONTCLAIR to provide a minimum of 1700 hours of service.

It is agreed that the CITY OF MONTCLAIR will...

1. Meet the criteria outlined in the AmeriCorps VIP Partner Site Application.
2. Provide Cash Match from non-federal sources of [7,000 minimum] per member. First installment of \$3500 will be due September 31st 2011 and the last installment will be due on July 31st, 2012
3. Provide mileage reimbursement to your AmeriCorps member for all travel related work assignments or AmeriCorps meetings.
4. Provide In-Kind Match from non-federal sources of \$4,000 per VIP Fellow for member supervision.
5. Assist the INLAND EMPIRE UNITED WAY in the recruitment and selection of AmeriCorps Member(s). This includes posting the position within the agency; referring interested parties; conducting interviews; and participating in final selection of the AmeriCorps Member(s).

6. Provide member with an orientation and any agency-specific training they will need to carry out their assigned tasks. Orient agency staff about AmeriCorps and the roles and responsibilities of any member assigned to the agency.
7. Participate in a Volunteer Capacity Assessment three times annually to inform the Member of the needs of the organization.
8. Designate an appropriate paid supervisor to supervise the member's day-to-day performance and provide documentation of supervision, evaluate the member three times per year, and approve, sign and submit the member's monthly timesheets and reporting.
9. Ensure that the VIP Fellow completes his/her term of service. Partner Sites cannot hire a Fellow whilst he or she is enrolled in AmeriCorps. Doing so undermines the program and will result in immediate cancellation of this agreement.
10. a) In the event that the VIP Fellow drops out of the program before he or she has completed 30% of their service term, every effort will be made to replace the Fellow. The CITY OF MONTCLAIR will be responsible for covering any additional member costs, as they are non-transferable. For example, if the initial member served 20% of his/her service term; the Partner Site would be responsible for paying the \$700 (20% of initial payment) in Cash Match already spent on the member who is leaving plus the second member's full Cash Match of \$7,000 (to be divided into 2 payments as stated previously). In this example, total cost to the partner site is \$4200 (\$700+\$3500).
 b) If no replacement is made and the VIP Fellow has served less than 30% of his/her service term, the Partner Site will be reimbursed for the portion of the Cash Match spent on the member leaving. For instance, if the member has served 10% of his/her service term and is not replaced, the Partner Site would be reimbursed $\$3,500 - 10\% = \$3,150$.
 c) If the VIP Fellow has served more than 30% of his/her term of service and drops out of the program, no replacement can be made, and the Partner Site will not be reimbursed for the member cost portion of the Cash Match paid to IEUW.
11. Allow member to attend all scheduled AmeriCorps VIP sponsored events, trainings, and service projects.
12. Provide member with any resources and tools needed to perform their service effectively, including adequate workspace and access to a computer with internet access and phone.
13. Provide member with appropriate leadership opportunities that will enhance his/her professional development, including encouraging the member to participate on agency committees, working groups, or boards.
14. Notify the INLAND EMPIRE UNITED WAY in a timely manner of any problems with the member's performance, including failure to report to the site, unprofessional behavior, etc.
15. Conduct regular supervision meetings with the member at the Partner Site.
16. Maintain service records and documentation and participate in AmeriCorps VIP surveys, assessments, and progress reports when needed.
17. Provide projects that offer member a minimum of 1,700 hours for full-time, meaningful service.
18. Communicate and collaborate with the Supervising Organization on a regular basis, including sharing any challenges or concerns in a timely manner.
19. Will host 2 large scale volunteer events on October 18th and during the week of April 15-21st that will engage 50 volunteers minimum for each event.

It is agreed that the INLAND EMPIRE UNITED WAY will...

It is agreed that the INLAND EMPIRE UNITED WAY will...

1. Recruit, screen (including background check), enroll, assign, and orient 6 AmeriCorps Members to serve an average of 40 hours per week developing volunteer programs at Partner Sites.
2. Ensure all appropriate documents are received and filed in accordance with the AmeriCorps Member File Checklist, ensuring eligibility for each Member to serve in AmeriCorps.
3. Coordinate the payment and tracking of AmeriCorps Members in the completion of their service hours and receipt of their education award.
4. Provide In-Kind Match of \$1,000 per VIP Fellow; \$7,000 Cash Match per VIP Leader.
5. Develop and deliver training program and manual for AmeriCorps Members to include host site information, volunteer development basics, recruitment, retention, and strategies for support based on characteristics of the volunteer population, and basic training on setting up an effective volunteer program.
6. Support Partner Sites in the member evaluation process.
7. Provide reflection opportunities for VIP Fellows to encourage personal growth and continuous improvement.
8. Provide a one-day, intensive workshop on volunteer recruitment and management to the Partner Site supervisor, or a designated staff person, during or following the 2011/2012 Volunteer Infrastructure Program.
9. Provide ongoing support to members and Partner Site liaisons through on-site, telephone, email, and web-based training and technical assistance.
10. Provide assistance in the completion of all required reports.
11. Compile data for quarterly reports to be submitted to NCOE.
12. Liaise between Partner Sites and NCOE when needed.
13. Work with Partner Sites to ensure a high-quality experience for members by addressing challenges, and celebrating successes.

It is agreed that the VIP Fellow will...

Spend 60 % of his/her time on Volunteer Development/Capacity Building; no more than 25% of his/her time on Direct Service; 15% of his/her time on Training and Development

Volunteer Development/Capacity Building (60%)

1. Develop and implement a volunteer program, including the development of position descriptions, assessments and training programs.
2. Recruit community members as volunteers for programs that support children, youth, and families
3. Develop a system to support and recognize volunteers at the Partner Site.
4. Under the direction of the Partner Site supervisor, track volunteer program and infrastructure development at the Partner Site throughout the year.
5. Communicate with Supervisors, Administrators, and Program Staff on an ongoing basis to meet the needs of the program.
6. Conduct other infrastructure development activities as identified in the Partner Site Assessment.

Direct Service (no more than 25%)

7. Work side-by-side with volunteers to provide guidance, better understand the clients' needs, and to improve the volunteer experience.

Training and Development (15%)

8. Participate in all program required trainings and development opportunities, including orientation, two statewide and two regional trainings. Also included in this category are supervisory and staff meetings, and any other tasks related to the member learning about his or her Partner Site.

In witness whereof, this agreement has been executed by the parties hereto:

Paul Eaton, Mayor
CITY OF MONTCLAIR

Date _____

ATTEST:

Yvonne Smith, City Clerk

Date _____

Gregory Bradbard, President & CEO
INLAND EMPIRE UNITED WAY

Date _____

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 11-110 WITH DAVID TAUSSIG AND
ASSOCIATES, INC., FOR CONSULTANT
SERVICES RELATED TO COMMUNITY
FACILITIES DISTRICT FORMATION

DATE: August 15, 2011

SECTION: AGREEMENTS

ITEM NO.: 5

FILE I.D.: LDU460

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: In considering projects within the North Montclair Downtown Specific Plan area, community facilities districts are seen as a method to ensure projects have a limited impact on the City General Fund. Proposed Agreement No. 11-110 would authorize staff to retain the services of David Taussig and Associates, Inc. David Taussig and Associates, Inc., would develop the documentation necessary for establishment of a Community Facilities District (CFD) related to the submittal by Hutton Development Company. A copy of proposed Agreement No. 11-110 is included in the agenda packets for the City Council's review and consideration.

BACKGROUND: The City Council adopted the North Montclair Downtown Specific Plan on ay 16, 2006. The intent of the Specific Plan was to encourage pedestrian, transit-oriented mixed-use development. The North Montclair Downtown Plan also included areas for parks and other public open space. However, as a land use document, the Specific Plan did not provide guidance on how the City should deal with legal, environmental, and maintenance issues involved with build out of the Specific Plan.

As the City Council is aware, Hutton Development Company has received entitlements for a project on Arrow Highway. The development would include 99 multifamily residential units and 30 single-family homes. In order to facilitate public maintenance and public safety needs of this project, staff is recommending the establishment of a CFD. On June 20, 2011, the City Council approved a Reimbursement Agreement with Arrow Station LLC. The purpose of the Reimbursement Agreement was to allow staff to retain the outside legal and engineering expertise needed to establish the CFD and have the developer reimburse the City for such expense. Any consultants retained pursuant to the Reimbursement Agreement would be exclusive contractors of the City.

The services of David Taussig and Associates, Inc., were used to assist in the formation of CFDs related to the Paseos project. In order to retain consistency in the establishment of assessments related to each CFD, it is recommended that David Taussig and Associates be used to provide the necessary consulting services. The CFD would be used to finance certain annual maintenance and public safety costs. Proposed Agreement No. 11-110 is the standard consultant agreement prepared by the City Attorney. The more salient points in the proposed Agreement include the following:

Prepared by:

M. STAATS
Jeanne Smith

Reviewed and

Approved by:

M. STAATS

Proofed by:

Presented by:

[Signature]

- The total amount of the Agreement would not exceed \$18,000 unless additional payment is approved.
- The effective date of the Agreement would be August 1, 2011, to account for the time that David Taussig and Associates, Inc., has already committed to the project.
- The City would be able to suspend or terminate the Agreement, with or without cause, by serving the consultant with ten days written notice.
- Any work or documents prepared by the consultant would become the sole property of the City.
- The consultant would provide the City with the appropriate forms of indemnification and insurance.

The formation of the CFD was a condition of approval in the application for development submitted by Hutton Development Company.

FISCAL IMPACT: Approval of proposed Agreement No. 11-110 by the City Council would create no fiscal impact for the City. The fee for the services provided by David Taussig and Associates, Inc., would be provided from the deposit supplied by Arrow Station LLC through Reimbursement Agreement No. 11-78.

RECOMMENDATION: Staff recommends that the City Council approve Agreement No. 11-110 with David Taussig and Associates, Inc., for consultant services related to Community Facilities District formation.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 11-13, A RESOLUTION OF THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY ADOPTING AN ENFORCEABLE OBLIGATION PAYMENT SCHEDULE AND AUTHORIZING ITS TRANSMISSION TO THE COUNTY OF SAN BERNARDINO AND STATE OF CALIFORNIA

DATE: August 15, 2011
SECTION: RESOLUTIONS
ITEM NO.: 1
FILE I.D.: RDA050
DEPT.: REDEVELOPMENT

REASON FOR CONSIDERATION: Pursuant to the terms of ABX1 26, each redevelopment agency has 60 days after adoption of the legislation to adopt an "Enforceable Obligation Payment Schedule." The Enforceable Obligation Payment Schedule details the various obligations of the redevelopment agency. The Schedule would be used by the City, County, and State agencies as the statement of obligations requiring repayment as redevelopment agencies are dissolved.

The Redevelopment Agency Board of Directors is requested to adopt proposed Resolution No. 11-13, 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: As the Redevelopment Agency Board of Directors knows, the Fiscal Year 2011-12 Budget for the State of California included companion bills ABX1 26 and ABX1 27. ABX1 26 establishes procedures for dissolution of redevelopment agencies, and ABX1 27 establishes procedures for the continuance of redevelopment agencies. However, given the requirements of both pieces of legislation, redevelopment agencies may find it necessary to comply with certain elements of ABX1 26 even though a redevelopment agency may choose to continue. The information contained in Exhibit B depicts the deadlines for various compliance activities associated with ABX1 26 and ABX1 27. As Exhibit B shows, redevelopment agencies choosing continuance will still need to adopt an Enforceable Obligation Payment Schedule if a Continuation Ordinance is not enacted by August 28, 2011.

The City of Montclair Redevelopment Agency Board of Directors is requested to consider adoption of proposed Resolution No. 11-13. In the event, the Redevelopment Agency Board of Directors and City Council decide to take action to dissolve the Agency, adoption of the Enforceable Obligation Payment Schedule is legislatively required. In the event the City Council chooses to continue operation of the Agency, the Redevelopment Agency Board of Directors is requested to adopt proposed Resolution No. 11-13 because proposed Ordinance No. 11-926 continuing the Redevelopment Agency would not be officially enacted until 30 days after its second reading. Most redevelopment agencies choosing to continue will find it necessary to prepare and adopt the Enforceable Obligation Payment Schedule.

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

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

FISCAL IMPACT: As indicated, adoption of Resolution No. 11-13 by the Redevelopment Agency Board of Directors would be the first step in dissolution of the Agency should the City Council not seek to continue the Redevelopment Agency. All the obligations of the Agency requiring payment would be made and the other assets of the Agency would be redistributed pursuant to ABX1 26. If the City Council chooses to continue the Agency, adoption of Resolution No. 11-13 becomes a matter of legislative compliance on the path to adoption of Ordinance No. 11-926.

RECOMMENDATION: Staff recommends that the Redevelopment Agency Board of Directors adopt Resolution No. 11-13, a Resolution of the City of Montclair Redevelopment Agency adopting an Enforceable Obligation Payment Schedule and authorizing its transmission to the County of San Bernardino and State of California.

Project Area(s) All

EXHIBIT A

ENFORCEABLE OBLIGATION PAYMENT SCHEDULE

Per AB 26 - Section 34167 and 34169 (*)

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt of Obligation	Total Due During Fiscal Year	Payments by month						
					Aug**	Sept	Oct	Nov	Dec	Total	
1) 1997 Taxable Tax Allocation Bonds	Bank of New York Mellon	Bond issue to fund non-housing projects	325,000.00	33,270.00			24,450.00				\$ 24,450.00
2) 2007A Tax Allocation Refunding Bonds	Bank of New York Mellon	Bond issue to fund non-housing projects	25,450,000.00	1,579,987.52		1,035,093.76					\$1,035,093.76
3) 2007B Taxable Tax Allocation Bonds	Bank of New York Mellon	Bond issue to fund non-housing projects	3,500,000.00	297,256.25		207,614.50					\$ 207,614.50
4) 2004 Tax Allocation Bonds	Bank of New York Mellon	Bond issue to fund non-housing projects	5,700,000.00	365,506.00			251,518.75				\$ 251,518.75
5) 2001 Tax Allocation Bonds	Bank of New York Mellon	Bond issue to fund non-housing projects	9,350,000.00	757,960.00			522,480.00				\$ 522,480.00
6) 2006A Tax Allocation Bonds	Bank of New York Mellon	Bond issue to fund non-housing projects	8,235,000.00	562,514.00			363,528.75				\$ 363,528.75
7) 2006B Tax Allocation Bonds	Bank of New York Mellon	Bond issue to fund non-housing projects	3,280,000.00	155,800.00			77,900.00				\$ 77,900.00
8) 2008 Tax Allocation Notes	Bank of New York Mellon	Notes issue to fund non-housing projects	7,800,000.00	8,190,000.00					195,000.00		\$ 195,000.00
9) Employee Costs	Employees of Agency	Agency meetings		9,900.00	825.00	825.00	825.00	825.00	825.00		\$ 4,125.00
10) Employee Costs	Employees of Agency	Payroll for employees	1,040,489.00	1,040,489.00	40,018.81	80,037.62	80,037.62	80,037.62	80,037.62	80,037.62	\$ 360,169.29
11) Agency Reprographics Service	A&I Reprographics	construction blueprint/reprographic svcs	2,000.00			181.00		181.00		181.00	\$ 724.00
12) Contract for Engineering Service	Andreasen Engineering Inc	construction topographic/engineering svcs	18,000.00		750.00	1,500.00		1,500.00	1,500.00	1,500.00	\$ 6,750.00
13) Contract for Construction	ACE CD Inc	Impound Facility Project	6,868.89			6,868.89					\$ 6,868.89
14) Contract for Bond Trustee Service	Bank of New York Mellon	Annual bond trustee fees/costs	19,300.00			9,650.00					\$ 9,650.00
15) Contract for Alarm/Protective Service	Bay Alarm Company	9916 Central alarm service	552.00			138.00				138.00	\$ 276.00
16) Contract for Legal Services	Best Best & Krieger LLP	Agency legal services	141,250.00	5,885.00	11,771.00	11,771.00	11,771.00	11,771.00	11,771.00		\$ 52,969.00
17) Contract for Bond Services	Bondlogistix LLC	Bond Continuing Disclosure services	12,500.00				5,000.00				\$ 5,000.00
18) Contract for Bond Services	Bondlogistix LLC	Bond Arbitrage Rebate Calculation services	10,500.00								\$ -
19) Agency Advertising costs	Business Press	Annual marketing advertisement	750.00							750.00	\$ 750.00
20) Contract for consulting services	Southern California Associ	Cost to participate in Compass 2 percent Strategy Program	25,000.00								\$ -
21) Contract for Arbor services	California Arbor Care	Annual Tree Trimming/Pruning Services	1,000.00			1,000.00					\$ 1,000.00
22) Agency Membership costs	California Redevelopment	Annual membership dues	8,260.00						8,260.00		\$ 8,260.00
23) Agency Membership costs	California Association for L	Annual membership dues	534.00								\$ -
24) Agency Membership costs	International Council for Sh	Annual membership dues	1,025.00						512.50		\$ 512.50
25) Agency Membership costs	Inland Empire Economic P	Annual membership dues	10,000.00								\$ -
26) Agency vocational training costs	California Redevelopment	RDA vocational training for employees	1,000.00	1,000.00							\$ 1,000.00
27) Contract for Construction	Albert Young	Exterior Housing Improvement program contractor	2,800.00			2,800.00					\$ 2,800.00
28) Agency Subscription costs	Crittenden	Annual retail space subscription costs	967.00			967.00					\$ 967.00
29) Agency professional service costs	CWS	Agency brochures-printing	2,000.00	2,000.00							\$ 2,000.00
30) Agency professional service costs	CWS	Available Property brochures-printing	7,000.00								\$ -
Totals - This Page			\$ 64,980,489.00	\$ 13,263,989.68	\$ 51,445.81	\$ 1,357,479.77	\$ 1,339,192.12	\$ 1,03,087.12	\$ 290,202.62	\$ 3,141,407.44	
Totals - Page 2			\$ 1,008,660.70	\$ 4,988,987.70	\$ 12,000.00	\$ 152,227.15	\$ 1,481,009.75	\$ 2,086,145.25	\$ 89,308.95	\$ 3,800,691.10	
Totals - Page 3			\$ -	\$ 170,754.00	\$ -	\$ 14,503.50	\$ 9,403.50	\$ 9,503.50	\$ 9,503.50	\$ 42,914.00	
Totals - Page 4			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Totals - Other Obligations			\$ 124,123,513.17	\$ 5,493,367.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,735,233.00	\$ 1,735,233.00
Grand total - All Pages			\$ 189,812,662.87	\$ 23,905,098.36	\$ 63,445.81	\$ 1,524,210.42	\$ 2,829,605.37	\$ 2,178,735.87	\$ 2,124,248.07	\$ 8,720,245.54	

* This Enforceable Obligation Payment Schedule (EOPS) is to be adopted by the redevelopment agency no later than late August. It is valid through 12/31/11. It is the basis for the Preliminary Draft Recognized Obligation Payment Schedule (ROPS), which must be prepared by the dissolving Agency by 9/30/11. (The draft ROPS must be prepared by the Successor Agency by 11/30/11.) If an agency adopts a continuation ordinance per ABX1 27, this EOPS will not be valid and there is no need to prepare a ROPS.

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

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month						
					Aug**	Sept	Oct	Nov	Dec	Total	
1) Agency Advertising costs	Dynasty Screen Printing	Promotional Items		600.00							\$ -
2) Rehabilitation Loan Agreements	Montclair Housing Corpora	Rehabilitation loan for various improvements to MHC units		1,000,000.00							\$ -
3) Agency Insurance Costs	Kessler-Alair Insurance Se	Public Employee's Bond					1,000,000.00				\$ 1,000,000.00
4) Agency Delivery Service	Federal Express Corp	Delivery Service		175.00		14.50	14.50	14.50	14.50		\$ 58.00
5) Agency Advertising costs	FIA Card Services	Promotional Items		500.00		41.67	41.67	41.67	41.67		\$ 166.68
6) Contract for Professional Service	First American Data Tree	Property search services		1,500.00							\$ -
7) Contract for Safekeeping Service	First Tennessee Bank Saf	Investment Safekeeping services		1,400.00							\$ -
8) Contract for Planning Services	Fleener Associates	Housing Improvement Task Force planning services		40,000.00		10,000.00					\$ 350.00
9) Contract for Construction	Gentry Brothers Inc.	Mission Blvd Improvements Phase 9	925,111.00	925,111.00						10,000.00	\$ 20,000.00
10) Contract for Construction	Gentry Brothers Inc.	Mills Avenue Rehabilitation Project	83,549.70	83,549.70			426,427.00				\$ 426,427.00
11) Contract for Professional Service	Group 1 Productions	Marketing Video		12,900.00		83,549.70					\$ 83,549.70
12) Contract for Professional Service	HDL Coren & Cone	Tax increment and Property Tax Analysis services		28,211.00	5,000.00				5,000.00		\$ 10,000.00
13) Contract for Professional Service	Hinderliter De Llamas & As	Sales Tax Analysis-Agency		57,539.00	6,000.00			10,000.00		10,000.00	\$ 26,000.00
14) Agency notary costs	Homeland Fingerprinting	Notary fingerprinting service for agency personnel		80.00				10,000.00		10,000.00	\$ 26,000.00
15) Contract for Construction	Hugo Jaramillo	Exterior Housing Improvement program contractor		1,370.00		1,370.00					\$ -
16) Agency Advertising costs	Inland Empire Media Grou	Agency advertisement costs		7,000.00					2,195.00		\$ 1,370.00
17) Agency Advertising costs	Inland Valley Daily Bulletin	Agency advertisement costs		3,500.00							\$ 2,195.00
18) Agency Advertising costs	Inland Valley Daily Bulletin	Construction advertising costs-Public Notices		2,500.00			475.00				\$ 475.00
19) Contract for Construction	L & J Landscaping	9916 Central Landscaping improvements		2,086.00		2,086.00					\$ -
20) Agency Advertising costs	La Opinion	Agency advertisement costs		2,000.00	1,000.00					1,000.00	\$ 2,086.00
21) Contract for consulting services	LAE Associates	construction consulting services		20,000.00							\$ 2,000.00
22) Contract for Professional Service	Lance, Soli & Lunghard LL	Audit and compliance services		15,500.00				3,700.00		5,100.00	\$ 8,600.00
23) Contract for Professional Service	Landscape Maintenance U	temporary landscape maintenance services		4,000.00		333.00				13,500.00	\$ 15,500.00
24) Contract for consulting services	LD King Inc.	construction consulting services		25,000.00		2,083.00		333.00		333.00	\$ 1,332.00
25) Contract for consulting services	Leghton Consulting Inc	construction geotechnical consulting services		30,000.00		2,500.00		2,500.00		2,500.00	\$ 8,332.00
26) Contract for Alarm/Protective Ser	Mijac Alarm Company	Alarm services at 5326 San Bernardino		408.00							\$ 10,000.00
27) Agency Subscription costs	Montclair Chamber of Com	CoStar Subscription		4,118.00		102.00				102.00	\$ 204.00
28) Economic development costs	Montclair Chamber of Com	Economic Development and Business retention service		14,116.00		1,029.60				1,029.60	\$ 2,059.20
29) Rent of Office Space	Montclair Town Center LLC	Office rent		25,606.00		3,529.60				3,529.60	\$ 7,059.20
30) Graffiti Abatement costs	City of Montclair	Removal of graffiti in RDA areas		52,041.00		2,133.80		2,133.80		2,133.80	\$ 8,535.20
31) Employee Costs	City of Montclair	Indirect Staff Charges reimbursement		215,484.00		4,336.78		4,336.78		4,336.78	\$ 17,347.12
32) Utility costs	City of Montclair	Sewer and Trash costs reimbursement		2,000.00				107,742.00			\$ 107,742.00
33) Utility costs	Monte Vista Water District	temporary water services		12,765.00		333.00				333.00	\$ 666.00
34) Agency Insurance Costs	California Insurance Pool A	General Liability Insurance		194,916.00		2,127.50			2,127.50		\$ 4,255.00
35) Agency Membership costs	National Association of Ho	Annual membership costs		210.00		605.00		605.00		605.00	\$ 4,240.00
36) Contract for Construction	National Community Rena	Special needs housing project		1,900,000.00				210.00			\$ 210.00
37) Housing Improvement costs	Neighborhood Partership H	Safe Homes for Seniors costs		25,000.00				1,900,000.00			\$1,900,000.00
38) Housing Improvement Loans	Neighborhood Partership H	Single family housing rehabilitation loans		270,000.00		1,500.00		1,500.00		3,000.00	\$ 9,000.00
39) Agency Advertising costs	Nine O Nine Magazine	Agency advertisement costs		1,250.00		30,000.00		30,000.00		30,000.00	\$ 120,000.00
40) Agency Advertising costs	Nostalgic Images Inc	Promotional Items		2,552.00		2,552.00					\$ -
Totals - This Page			\$ 1,008,660.70	\$ 4,986,987.70	\$ 12,000.00	\$ 152,227.15	\$ 1,481,009.75	\$ 2,066,145.25	\$ 89,308.95	\$ 3,800,691.10	

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If an agency adopts a continuation ordinance per ABX1 27, this EOPS will not be valid and there is no need to prepare a ROPS.
** Include only payments to be made after the adoption of the EOPS.

Project Area(s)

All

ENFORCEABLE OBLIGATION PAYMENT SCHEDULE
Per AB 25 - Section 34167 and 34169 (*)

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month					
					Aug**	Sept	Oct	Nov	Dec	Total
1) Agency Advertising costs	Penton Technology Media	Agency advertisement costs		2,425.00						\$ -
2) Agency Insurance Costs	California Insurance Pool	Earthquake/Flood Insurance		9,248.00		771.00	771.00	771.00	771.00	\$ 3,084.00
3) Contract for Alarm/Protective Se	Quality Alarm Inc	Childcare Center alarm/monitoring services		400.00		100.00			100.00	\$ 200.00
4) Contract for Legal Services	Robbins & Holdaway	Agency legal services		5,000.00		417.00	417.00	417.00	417.00	\$ 1,668.00
5) Agency notary costs	California Secretary of State	Notary exam fee		40.00						\$ -
6) Advertising for Bond costs	Source Media	Publication of Bond Call Notice		4,500.00		4,500.00				\$ 4,500.00
7) Utility Costs	Southern California Edison	Temporary utility costs for properties		2,000.00		167.00	167.00	167.00	167.00	\$ 668.00
8) Utility Costs	Southern California Gas Co	Temporary utility costs for properties		500.00		42.00	42.00	42.00	42.00	\$ 168.00
9) Contract for Professional Service	Southern California Lands	Temporary Foundation 11 landscape maintenance services		33,300.00		3,000.00	3,000.00	3,000.00	3,000.00	\$ 12,000.00
10) Contract for Legal Services	Stradling, Yocca, Carlson &	Agency legal services		25,000.00		2,100.00	2,100.00	2,100.00	2,100.00	\$ 8,400.00
11) Commercial Rehabilitation Loan	Darryl L Synder & Jana Me	Commercial Rehabilitation Loan		50,000.00						\$ -
12) Agency Membership costs	ULI-The Urban Land Instit	Annual membership dues		461.00						\$ -
13) Homebuyers Assistance Program	US Bank	Shared Appreciation costs on Homebuyer Assistance Program		2,000.00						\$ -
14) Homebuyers Assistance Program	US Bank	Homebuyer Assistance program servicing fees		304.00						\$ -
15) Agency Insurance Costs	Kessler-Alair Insurance Se	Fire Insurance		1,753.00		146.00	146.00	146.00	146.00	\$ 584.00
16) Office supplies	Xpdx Paper & Graphics	Stationery Paper		100.00						\$ -
17) Employee Costs	Employees of the Agency	Service Award		100.00				100.00		\$ 100.00
18) Employee Costs	Employees of the Agency	Mileage/Auto Allowance		26,820.00		2,235.00	2,235.00	2,235.00	2,235.00	\$ 8,940.00
19) Utility Costs	Verizon California	Telephone services		1,699.00		142.00	142.00	142.00	142.00	\$ 568.00
20) Utility Costs	Southern California Edison	Electrical services		3,882.00		323.50	323.50	323.50	323.50	\$ 1,294.00
21) Utility Costs	Southern California Gas Co	Natural Gas services		259.00		21.50	21.50	21.50	21.50	\$ 86.00
22) Cellular Phone Costs	Verizon Wireless	Cellular phone costs		463.00		38.50	38.50	38.50	38.50	\$ 154.00
23) Contract for Inspection	Phil May Landscape Archite	Exterior Housing Improvement arch.svs.		500.00		500.00				\$ 500.00
24)										\$ -
25)										\$ -
26)										\$ -
27)										\$ -
28)										\$ -
29)										\$ -
30)										\$ -
31)										\$ -
32)										\$ -
33)										\$ -
34)										\$ -
35)										\$ -
36)										\$ -
37)										\$ -
38)										\$ -
39)										\$ -
40)										\$ -
Totals - This Page			\$ -	\$ 170,754.00	\$ -	\$ 14,503.50	\$ 9,403.50	\$ 9,503.50	\$ 9,503.50	\$ 42,914.00

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If an agency adopts a continuation ordinance per ABX 127, this EOPS will not be valid and there is no need to prepare a ROPS.
** Include only payments to be made after the adoption of the EOPS.

127

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

128

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month						
					Aug**	Sept	Oct	Nov	Dec	Total	
1) Statutory Payments	Chaffey Community College	Payments per CRL 33607.5 and .7		31,463.00						\$ -	
2) Statutory Payments	Chaffey Joint Union High School	Payments per CRL 33607.5 and .7		114,682.00						\$ -	
3) Statutory Payments	Chino Basin Water Conservation	Payments per CRL 33607.5 and .7		11,355.00						\$ -	
4) Statutory Payments	San Bernardino County Treasurer	Payments per CRL 33607.5 and .7		41,932.00						\$ -	
5) Statutory Payments	Inland Empire Utilities Agency	Payments per CRL 33607.5 and .7		8,853.00						\$ -	
6) Statutory Payments	Inland Empire West Resource Co	Payments per CRL 33607.5 and .7		431.00						\$ -	
7) Statutory Payments	Monte Vista Water District	Payments per CRL 33607.5 and .7		28,801.00						\$ -	
8) Statutory Payments	Ontario-Montclair Elementary Sch	Payments per CRL 33607.5 and .7		141,916.00						\$ -	
9) Statutory Payments	San Bernardino County Office of	Payments per CRL 33607.5 and .7		3,733.00						\$ -	
10) Statutory Payments	San Bernardino County Library Di	Payments per CRL 33607.5 and .7		6,762.00						\$ -	
11) Statutory Payments	County of San Bernardino	Payments per CRL 33607.5 and .7		13,110.00						\$ -	
12) Pass Through Agreements	Inland Empire Utility Agency	Payments per former CRL 33401	6,752,695.83	355,936.00						\$ -	
13) Pass Through Agreements	County of San Bernardino	Payments per former CRL 33401	55,825,644.83	1,381,390.00					110,340.00	\$ 110,340.00	
14) Pass Through Agreements	Chaffey Community College	Payments per former CRL 33401	1,838,663.97	45,149.00						\$ -	
15) Pass Through Agreements	Chaffey Joint Union High School	Payments per former CRL 33401	6,657,742.92	463,167.00						\$ -	
16) Pass Through Agreements	Ontario-Montclair Elementary Sch	Payments per former CRL 33401	8,259,159.92	202,265.00						\$ -	
17) Pass Through Agreements	San Bernardino County Office of	Payments per former CRL 33401	326,214.58	6,456.00						\$ -	
18) Pass Through Agreements	Monte Vista Water District	Payments per former CRL 33401	2,743,168.02	63,166.00						\$ -	
19) Statutory Payments	Low and Moderate Income Housin	Payments per CRL 33334.2	41,720,223.10	2,387,000.00						\$ -	
20) Statutory Payments	County of San Bernardino	Administrative Charges in connection with Tax increment		175,800.00						\$ -	
21)										\$ -	
22)										\$ -	
23)										\$ -	
24)										\$ -	
25)										\$ -	
26)										\$ -	
27)										\$ -	
28)										\$ -	
Totals - Other Obligations			\$ 124,123,513.17	\$ 5,483,367.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,735,233.00	\$ 1,735,233.00

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 If an agency adopts a continuation ordinance per ABX 1 27, this EOPS will not be valid and there is no need to prepare a ROPS.
 ** Include only payments to be made after the adoption of the EOPS.
 *** All payment amounts are estimates

ALL REDEVELOPMENT ACTIVITIES HAVE BEEN SUSPENDED

Your Agency must decide whether to dissolve or continue!!!

Evaluate issues such as:

- 1) What assets do you lose by not continuing?
- 2) Can you make the remittance payments--both the 2011/12 and on-going payments?
- 3) Is there sufficient funding available for projects after making the remittance payments?
- 4) Which projects can be completed under dissolution and which ones cannot?
- 5) Are all your agreements enforceable?
- 6) Do you have blight to eliminate?
- 7) Does retention of future Low/Mod Housing Funds warrant staying in business?

Which option will your Agency choose?



129

Take the following actions:

Now	<ul style="list-style-type: none"> Gather all loans, agreements, affordable housing covenants, etc.
August 28, 2011	<ul style="list-style-type: none"> Adopt Enforceable Obligation Payment Schedule [34169(g)(1)] Transmit Enforceable Obligation Payment Schedule to county auditor-controller, the State Controller, and the Department of Finance [34169(g)(2)]
September 1, 2011	<ul style="list-style-type: none"> Determine if the City/County that formed the Agency will NOT be the Successor Agency and adopt a resolution stating this [34173(d)(1)] Determine allowed administrative costs, including staffing [34171(b)]
September 30, 2011	<ul style="list-style-type: none"> Prepare and transmit a preliminary draft of the initial Recognized Obligation Payment Schedule [34169(h)]
October 1, 2011	<ul style="list-style-type: none"> Determine if City/County should retain housing responsibilities or transfer to a Housing Authority [34176(a) and (b)]
After October 1, 2011	<ul style="list-style-type: none"> As Successor Agency, administer Recognized Obligation Payment Schedule [34177(a)(1)]

Take the following actions:

August 15, 2011	<ul style="list-style-type: none"> Should City/County appeal payment amount? [34194(b)(2)(L)(i)]
August 28, 2011	<ul style="list-style-type: none"> Prepare Enforceable Obligation Payment Schedule, if the "Opt-In" Ordinance electing to make "Voluntary Payment" will not be adopted within in 60 days [34169(g)(1)]
October 1, 2011	<ul style="list-style-type: none"> Carefully prepare the October 1, 2011 Statement of Indebtedness to include all legal debt. This will minimize the additional school pass through payment [34194(c)(2)(A)] City/County adopts and complete the second reading of the Ordinance [34193(b)] If the City/County does not adopt the Ordinance by October 1, 2011, adopt a Resolution to extend the date to complete second reading of Ordinance to November 1, 2011 [34193(b)]
After adoption of Ordinance	<ul style="list-style-type: none"> Continue normal redevelopment activities
January 1, 2012 and May 15, 2012 - annually thereafter	<ul style="list-style-type: none"> Remit payments [34194(d)(1)]

RESOLUTION NO. 11-13

A RESOLUTION OF THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY ADOPTING AN ENFORCEABLE OBLIGATION PAYMENT SCHEDULE AND AUTHORIZING ITS TRANSMISSION 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 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 are trailer bills to the 2011-12 budget bills, were approved by both houses of the Legislature on June 15, 2011, and became effective on June 29, 2011; and

WHEREAS, Part 1.85 of the CRL ("Part 1.85") provides for the statewide dissolution of all redevelopment agencies, including the Agency, as of October 1, 2011, and provides for, thereafter, a successor agency to administer the enforceable obligations of the Agency and otherwise wind up the Agency's affairs, all subject to the review and approval by an oversight committee; and

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

WHEREAS, Part 1.8 of the CRL requires redevelopment agencies to adopt an Enforceable Obligation Payment Schedule within 60 days of the effective date of Part 1.8 of the CRL; and

WHEREAS, 60 days from adoption of Part 1.8 of the CRL is August 28, 2011; and

WHEREAS, Part 1.8 of the CRL requires the transmission 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, the Agency is aware that the validity, passage, and applicability of ABX1 26 and ABX1 27 are the subject of a judicial challenge and may become the subject of other judicial challenges; and

WHEREAS, the Agency, by the adoption of this Resolution, does not represent, disclaim, or take any position whatsoever on the issue of the validity of ABX1 26 or ABX1 27; but rather the Agency seeks to comply with the Constitution and laws of the State of California; and

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)(1) the Agency hereby expresses its intent to adopt the Enforceable Obligation Payment Schedule to comply with Part 1.8 and shall be interpreted and applied in all respects in accordance with such section and Part 1.8, to the fullest extent permitted by law.

Section 3. On or before August 28, 2011, the Executive Director is hereby authorized and directed to notify and transmit the Enforceable Obligation Payment Schedule to the San Bernardino County Auditor, the State Department of Finance, and the Controller of the State concerning the resolution, in accordance with Section 34169(g)(1).

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

APPROVED AND ADOPTED this 15th day of August, 2011.

Chairman

ATTEST:

Secretary

I, Yvonne L. Smith, Secretary of the City of Montclair Redevelopment Agency, DO HEREBY CERTIFY that Resolution No. 11-13 was duly adopted by the Redevelopment Agency Board of Directors at a regular meeting thereof held on the XX day of XX 2011, and that it was adopted by the following vote, to-wit:

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

Yvonne L. Smith
Secretary

**MINUTES OF THE MEETING OF THE MONTCLAIR
CODE ENFORCEMENT COMMITTEE HELD ON
MONDAY, JULY 18, 2011, AT 6:07 P.M. IN THE
CITY HALL CONFERENCE ROOM, 5111 BENITO
STREET, MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Council Member Paulitz called the meeting to order at 6:07 p.m.

II. ROLL CALL

Present: Council Members Paulitz and Dutrey; City Manager Starr; Police Chief Jones; Director of Community Development Lustro; City Attorney Robbins

III. APPROVAL OF MINUTES

A. Minutes of Code Enforcement Committee Meeting of May 16, 2011

It was the consensus of the Code Enforcement Committee to approve the minutes of the Code Enforcement Committee meeting of May 16, 2011.

IV. PUBLIC COMMENT

A member of the City of Pomona Code Compliance Committee arrived at the meeting at 6:16 p.m. and asked if Code Enforcement fines are associated with violations and how much they are.

Director of Community Development Lustro answered, "Yes," noting most fines start at \$100.

The Code Compliance Committee member commented that Pomona's Code Enforcement Division is violation driven and asked if the number of staff members in Montclair is sufficient.

Director of Community Development Lustro expressed his belief that the staffing level is adequate for Montclair, which uses a grid system allowing each property to be seen about every eight weeks.

V. OLD BUSINESS

A. Director of Community Development Lustro gave an update on the status of a marijuana dispensary located at 4238 Mission Boulevard, noting the City Prosecutor has filed a criminal

complaint against the business owner as well as the property owner for violating the City Ordinance prohibiting medical marijuana dispensaries by allowing a nuisance to exist.

- B. Director of Community Development Lustro gave an update on the status of a marijuana dispensary located at 5090 Holt Boulevard, advising that the City is receiving some cooperation from the property owner who has taken steps to evict the tenant. He noted the tenant sent the City a confirmation letter indicating he would voluntarily close the dispensary by October 1, 2011. Staff continues to monitor the business.

Council Member Dutrey commented that he knows about the court's ruling in the Upland case and asked how it affects us.

City Attorney Robbins stated that it is of concern to us and that the Court of Appeals issued a stay for the period of appeals process while it reviews whether these businesses should stay closed.

City Manager Starr reported the **Obama** administration is not supportive of legalizing marijuana because studies and analysis do not back its medical value.

Chief Jones stated some cities were allowing the operation of medical marijuana dispensaries and are taxing the product, though taxation of medical marijuana is illegal. He questioned how to regulate it—parking, zoning, by activities, medical marijuana card, and so forth.

- C. Director of Community Development Lustro gave an update on the status of the yard sale survey. He advised that a survey of the cities of Chino, Chino Hills, Diamond Bar, Ontario, Upland, and Rancho Cucamonga revealed that most of the cities generally allow a yard sale two to three times per year; Ontario allows five but regulates when they can be held. He suggested allowing four per year on certain dates.

Council Member Paulitz expressed his opposition because he believes those desiring to conduct a moving sale may miss an opportunity. He commented that a residence on Central Avenue has repeated yard sales at which vacuum cleaners are sold.

Council Member Dutrey suggested increasing the number of times per year to six because doing so would allow for estate and moving sales. He noted learning from Code Enforcement that staff is spending too much time on weekends on yard sale enforcement.

City Manager Starr asked for clarification regarding limiting the number and criteria for "special sales" to allow for estate or moving sales.

City Attorney Robbins suggested yard sales be permitted on a certain weekend each month, *e.g.*, the first Friday/Saturday/Sunday of each month, while continuing to limit each household to three per year. She indicated that doing so would eliminate administrative staff having to verify the circumstances of "special" estate or moving sales.

The Committee asked that an outline be prepared and returned to the next meeting for further consideration.

- D. Director of Community Development Lustro gave an update on the status of the push cart vendor survey, indicating that most cities allow push carts, but regulate them very strictly, requiring a license. The City of Wasco prohibits them and it actually says it in their Code. Distributed to the Committee was a packet with an extensive block of information outlining each city's response.

VI. NEW BUSINESS

A. 5572 Deodar Street

Unpermitted patio grossly exceeds lot coverage and encroaches into required setback. Approximately one-and-one-half months ago, owners contacted staff and were advised their patio project was too large for the site and would not be approved; nonetheless, the patio was built without a permit. He works for a general contractor and she works for the City of Norwalk Redevelopment Agency; they built their project despite knowing the rules. The property owners contacted the Mayor who declined to become involved and directed them to work with staff. Code Enforcement issued a Notice to Correct instructing the owners to remove the patio by August 1, 2011. The lot is a standard size with no grounds for a variance.

Council Member Paulitz requested a site plan depicting how much the lot coverage was exceeded.

B. Metro Motorplex

The business had existing issues when Code Enforcement was still located at the Fire Department. Approximately one to one-and-one-half years ago, Code Enforcement was instructed to go easy on them; and the violations have increased. The issues include four unpermitted banners displayed for at least seven to eight months; portable signs, tents without permits, large hot-air balloons extending 75 feet in the air (only small balloons are permitted), and children's jumpers and air puppets.

Council Member Paulitz asked City Manager Starr to meet with them, advising they would respond reasonably if we ask them to make changes; and if not, then we could follow with Code Enforcement action.

C. Massage Establishment Update

Director of Community Development Lustro reported that 9635 Monte Vista Avenue #204 and 9635 Monte Vista Avenue #402B voluntarily closed down. He advised that staff is closely watching the business at 9635 Monte Vista Avenue #303 is being because prostitution has been suspected at this location and there has been no property maintenance (landscaping). Staff will be inspecting the property and meeting with the owner.

VII. ROUNDTABLE DISCUSSION ON PROBLEM PROPERTIES

Director of Community Development Lustro gave an update on the status of previously mentioned problem properties and provided a written status report stating that Code Enforcement staff has been working very hard on problem properties:

- 5514 Holt Boulevard
- 9510 Carrillo Avenue
- 9845 Central Avenue
- 4874 San Bernardino Street
- 5473 San Jose Street
- 9369 Central Avenue
- 9575 Helena Avenue
- 4269 Denver Street
- 4773 State Street

VIII. NEXT MEETING

The next Code Enforcement Committee meeting is scheduled for Monday, August 15, 2011, at 6:00 p.m. in the City Hall Conference Room.

IX. ADJOURNMENT

At 6:50 p.m., Council Member Paulitz adjourned the Code Enforcement Committee.

Submitted for Code Enforcement
Committee approval,



Laura Berke
Administrative Secretary

MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
AUGUST 1, 2011, AT 7:25 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Eaton called the meeting to order at 7:25 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 July 18, 2011.

Moved by City Manager Starr, seconded by Council Member Ruh, and carried unanimously to approve the minutes of the Personnel Committee meeting of July 18, 2011.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

At 7:26 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 7:45 p.m., the Personnel Committee returned from Closed Session. Mayor Eaton stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 7:45 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager by 

CITY OF MONTCLAIR
TREASURER'S REPORT
FOR THE MONTH ENDING
July 31, 2011

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SCHEDULE 3:

STATEMENT OF CASH AND INVESTMENT ACCOUNTS

GRAPH

CASH AND INVESTMENTS BY ACCOUNT

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

July 31, 2011

COMPLIANCE STATEMENT

As of July 31, 2011, the City had \$6,048,714 invested in long-term securities. This amount is 17.42 percent and is within the 50 percent limitation established in the 2011 investment policy.

As of July 31, 2011, the City had 81.13 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 July, 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 AUGUST 2011

During August surplus moneys will be invested in the Local Agency Investment Fund and other investments authorized in the 2011 Investment Policy. The City has sufficient funds available to meet expenditures during the six month period ending January 31, 2012.

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

Fund	Beginning Balance	Receipts	Disbursements	Interfund Transfers	Ending Balance
General Fund	\$18,085,779.62	\$3,962,296.13	\$5,253,019.07	\$26,336.52	\$16,821,393.20
Gas Tax Fund	\$3,074,173.56	\$42,152.94	\$137,858.16	\$10.89	\$2,978,479.23
Measure I Fund	\$1,157,443.30	\$32,916.43	\$20,847.83	\$3.63	\$1,169,515.53
Traffic Safety Fund	\$340,165.02	\$9,116.22	\$0.00	\$1.22	\$349,282.46
Automated Traffic Enforcement	(\$438,837.01)	\$0.00	\$0.00	\$0.00	(\$438,837.01)
Park Development Fund	\$425,359.88	\$3,205.02	\$11,319.78	\$1.51	\$417,246.63
C.D.B.G. Fund	\$592,354.06	\$3,933.46	\$0.00	\$0.00	\$596,287.52
Air Quality Improvement Trust Fund	\$75,368.52	\$1,047.90	\$2,329.08	\$0.26	\$74,087.60
Older American Fund	(\$18,734.29)	\$11,191.04	\$8,069.00	\$0.00	(\$15,612.25)
Forfeiture Fund - State	\$4,043.39	\$0.00	\$0.00	\$0.02	\$4,043.41
OCJP Grant Fund	(\$76,718.53)	\$0.00	\$0.00	\$0.00	(\$76,718.53)
SB 509 Public Safety Fund	(\$53,997.26)	\$29,614.00	\$19,123.07	\$0.00	(\$43,506.33)
Section 11489 Subfund	\$20,391.79	\$0.00	\$0.00	\$0.08	\$20,391.87
Federal Forfeiture Fund - Treasury	\$230.58	\$0.00	\$0.00	\$0.00	\$230.58
School Districts Grant Fund	(\$578,657.64)	\$0.00	\$9,487.12	\$0.00	(\$588,144.76)
State Supplemental Law Enforcement Fund	(\$13,761.75)	\$121.93	\$28,440.01	(\$26,375.60)	(\$68,455.43)
Local Law Enforcement Block Grant	\$116,196.87	\$0.00	\$0.00	\$0.43	\$116,197.30
Crime Prevention Fund	\$10,650.73	\$69.09	\$0.00	\$0.04	\$10,719.86
Recycling Grant	(\$5,179.39)	\$0.00	\$1,845.00	\$0.00	(\$7,024.39)
Human Services Grant Fund	\$730,217.70	\$46,223.27	\$103,067.40	\$0.00	\$673,373.57
California Nutrition Network Grant Fund	(\$33,871.90)	\$200.00	\$4,622.86	\$0.00	(\$38,294.76)
Human Services Special Revenue Grant	(\$27,884.19)	\$10,705.08	\$1,094.00	\$0.00	(\$18,273.11)
Office of Traffic Safety Grant Fund	\$2,917.67	\$0.00	\$0.00	\$0.00	\$2,917.67
Paramedic Fund	(\$87,070.11)	\$16,987.29	\$13,127.91	\$0.00	(\$83,210.73)
Ramona Ave. Grade Separation	\$869,616.94	\$0.00	\$16,787.70	\$1.43	\$852,830.67
Monte Vista Ave. Grade Separation	(\$1,196,570.99)	\$0.00	\$157.00	\$0.00	(\$1,196,727.99)
Police Facility Capital Project	(\$978,562.12)	\$0.00	\$0.00	\$0.00	(\$978,562.12)
Senior/Youth Center Capital Projects	(\$2,768,286.07)	\$0.00	\$120,657.11	\$0.00	(\$2,888,943.18)
Parking Lot Expansion Capital Project	(\$1,360.76)	\$0.00	\$0.00	\$0.00	(\$1,360.76)
Sewer Maintenance Fund	\$669,023.48	\$176,172.04	\$201,832.80	\$5.47	\$643,368.19
C.B.M.W.D. Agency	\$843,333.50	\$89,076.54	\$0.00	\$0.00	\$932,410.04
Equipment Replacement Fund	\$1,452,117.73	\$23,147.15	\$23,147.15	\$5.31	\$1,452,123.04
Infrastructure Fund	\$984,022.37	\$0.00	\$0.00	\$5.50	\$984,027.87
Employee Benefits Self-Ins. Fund	\$289,994.24	\$278,120.18	\$161,869.15	\$0.00	\$406,245.27
General Liab. Self-Insurance Fund	\$341,751.53	\$0.00	\$0.00	\$0.00	\$341,751.53
Contingency Fund	\$12,139,684.44	\$1,002,812.50	\$1,000,205.00	\$0.00	\$12,142,291.94
Refuse Fee Impound Fund	\$340,734.82	\$11,205.78	\$9,875.27	\$1.12	\$342,066.45
Youth Sponsorship Fund	\$32,481.66	\$0.00	\$0.00	\$0.00	\$32,481.66
City Facility Improvement Fund	(\$206,609.67)	\$0.00	\$0.00	\$2.17	(\$206,607.50)
TOTALS	\$36,111,951.72	\$5,750,313.99	\$7,148,781.47	\$0.00	\$34,713,484.24

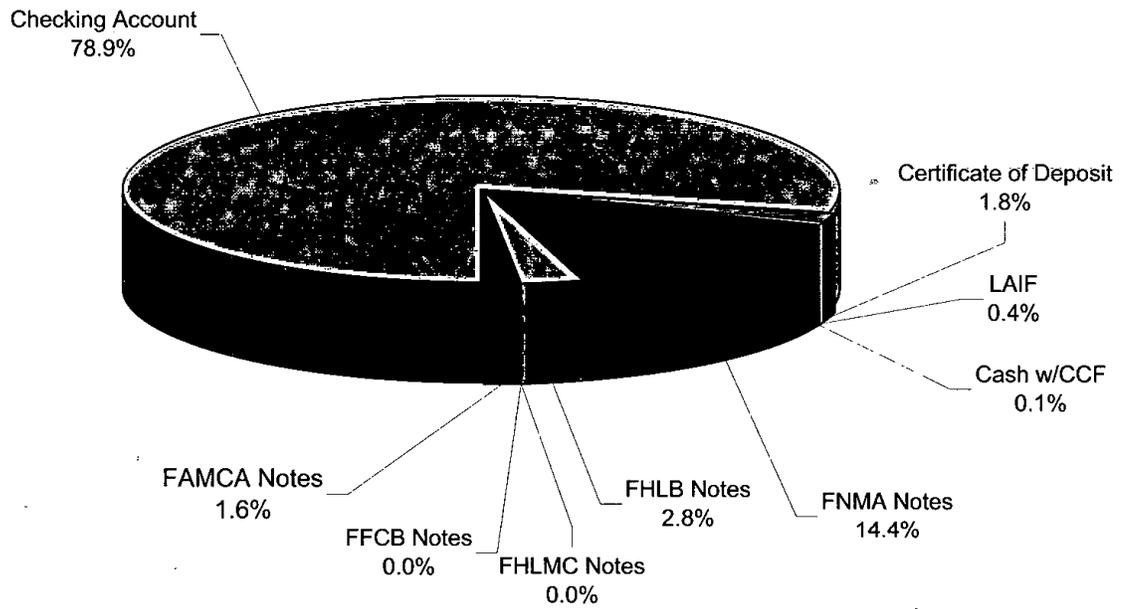
CITY OF MONTCLAIR
STATEMENT OF CASH AND INVESTMENT ACCOUNTS
AS OF July 31, 2011

	Par Value	Purchase Date	Maturity Date	Coupon Interest Rate	Current Market Value	Balance at Cost	Totals
CHECKING ACCOUNT							
Wells Fargo Bank				0.500%			\$ 27,372,434.08
CASH W/FISCAL AGENT, CD's, LAIF DEPOSITS, AND SHORT-TERM U.S. AGENCY SECURITIES							
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)				0.360%	131,854.64	131,854.64	
Cash w/California Community Foundation				Unknown	32,481.66	32,481.66	
					\$ 792,336.30	\$ 792,336.30	\$ 792,336.30
U.S. AGENCY SECURITIES (1 to 3 years)							
FHLB	500,000	04/27/11	12/27/13	1.250%	502,880.00	500,000.00	
					\$ 502,880.00	\$ 500,000.00	\$ 500,000.00
U.S. AGENCY SECURITIES (Over 3 Years)							
FAMCA	550,000	04/14/11	2/3/2014	1.340%	557,848.12	549,338.86	
FHLB	500,000	06/27/11	03/27/15	1.300%	501,690.00	500,000.00	
FNMA	1,000,000	06/29/11	06/29/16	2.000%	1,004,870.00	1,000,000.00	
FNMA	1,000,000	06/30/11	06/30/16	1.500%	1,002,100.00	1,000,000.00	
FNMA	1,000,000	07/19/11	07/19/16	2.125%	1,011,360.00	1,000,000.00	
FNMA	1,000,000	07/20/11	07/20/16	1.000%	1,000,544.27	999,375.00	
FNMA	500,000	07/27/11	07/27/15	1.550%	502,715.00	500,000.00	
FNMA	500,000	07/27/11	07/27/16	2.000%	500,130.00	500,000.00	
					\$ 6,081,257.39	\$ 6,048,713.86	\$ 6,048,713.86
TOTAL						\$ 34,713,484.24	\$ 34,713,484.24

Current market values obtained from First Tennessee Bank.

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

Total Cash & Investments \$34,713,485



**CITY OF MONTCLAIR
REDEVELOPMENT AGENCY
TREASURER'S REPORT
FOR THE MONTH ENDING**

July 31, 2011

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CASH AND INVESTMENTS BY ACCOUNT GRAPH

Schedule 1

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

PROJECT AREA NO. I

Low Income	\$ 149,952.54	
Tax Increment	52,407.25	
Operating	<u>(1,114.60)</u>	\$ 201,245.19

PROJECT AREA NO. II

Special Housing	\$ 325,888.90	
Low Income	0.00	
Tax Increment	0.00	
Operating	<u>(3,921.33)</u>	\$ 321,967.57

PROJECT AREA NO. III

Low Income	\$ 3,335,063.53	
Tax Increment	2,136,076.88	
Operating	<u>2,922,451.49</u>	\$ 8,393,591.90

PROJECT AREA NO. IV

Low Income	\$ 535,051.45	
Tax Increment	1,688,328.37	
Operating	<u>476,573.57</u>	\$ 2,699,953.39

PROJECT AREA NO. V

Low Income	\$ 386,347.94	
Tax Increment	3,715,418.18	
Operating	<u>1,302,918.25</u>	\$ 5,404,684.37

MISSION BLVD JOINT PROJECT

Low-Moderate Housing	\$ 491,288.25	
Tax Increment	305,061.27	
Operating	<u>44,071.76</u>	\$ <u>840,421.28</u>

TOTAL CASH & INVESTMENTS BY FUND

	<u><u>\$ 17,861,863.70</u></u>
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**CITY OF MONTCLAIR
REDEVELOPMENT AGENCY
STATEMENT OF CASH AND INVESTMENTS BY ACCOUNT
July 31, 2011**

	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Market Value</u>	<u>Book Value</u>
Checking Account				
Wells Fargo, 984-002113		0.05%	\$ 7,231,533.39	\$ 7,231,533.39
Cash and Investments				
LAIF		0.36%	2,948,187.46	2,948,187.46
FFCB Note (Fund 2320)	07/25/13	0.730%	500,025.00	500,000.00
FNMA Note (Fund 2540)	09/20/13	1.000%	502,374.51	499,571.91
FFCB Note (Fund 2320)	11/12/13	0.790%	500,015.00	500,000.00
FHLB Note (Fund 2350)	03/28/14	1.300%	502,950.00	500,000.00
FHLB Note (Fund 2350)	03/28/14	1.250%	1,005,900.00	1,000,000.00
FHLB Note (Fund 2440)	05/02/14	1.500%	1,000,030.00	1,000,000.00
FHLMC Note (Fund 2540)	07/11/14	1.125%	500,000.00	500,000.00
FHLMC Note (Fund 2540)	10/06/14	1.650%	500,252.40	499,119.40
FHLB Note (Fund 2350)	07/18/14	1.500%	499,732.56	498,451.54
FHLMC Note (Fund 2520)	10/14/14	1.800%	1,187,986.20	1,185,000.00
FHLB Note (Fund 2340)	06/30/14	1.000%	1,001,730.00	1,000,000.00
TOTAL CASH & INVESTMENTS BY ACCOUNT			\$ <u>17,880,716.52</u>	\$ <u>17,861,863.70</u>

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.

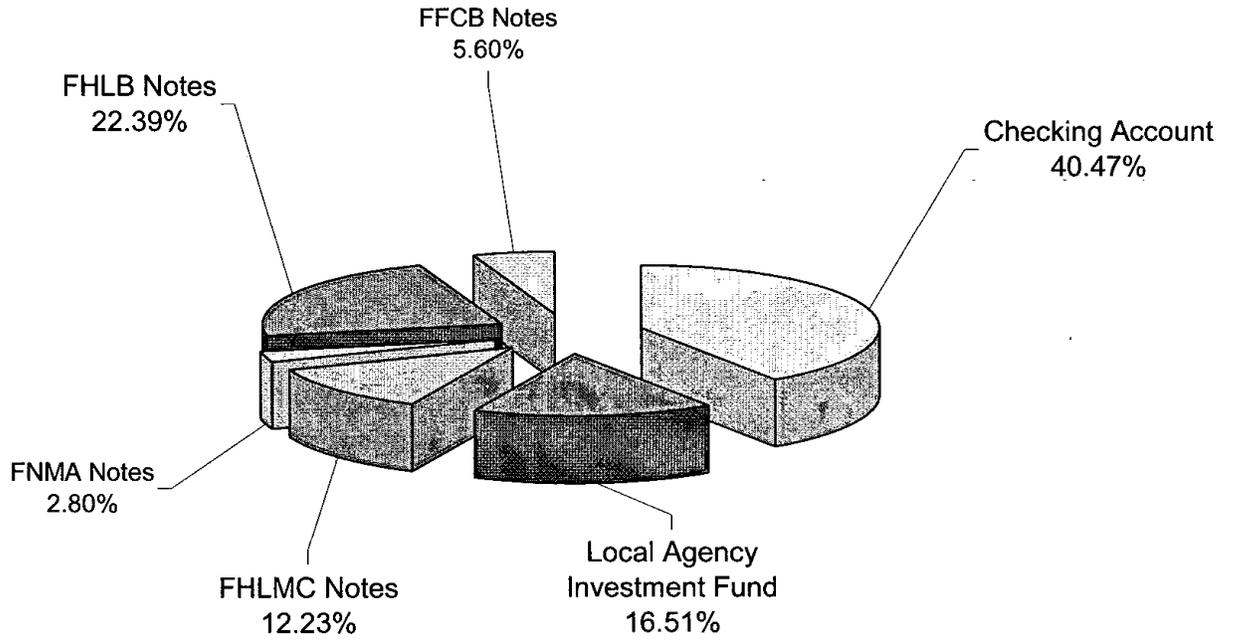
The Agency has sufficient funds available to meet expenditures during the six-month period ending January 31, 2012.

During July, 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
July 31, 2011**

Total Cash & Investments - \$17,861,864



**CITY OF MONTCLAIR
REDEVELOPMENT AGENCY
WARRANT REGISTER
FOR THE MONTH ENDING**

July 31, 2011

City of Montclair
 Final Warrant Register
 Council Date 8/15/11
 Regular Warrants
 Checking Account: RDA

	Warrants	Wire Transfers	Electronic AP	Area Totals
Project Area I	16.08	0.00	5.04	21.12
Project Area II	177.48	0.00	0.00	177.48
Project Area III	37,662.92	0.00	60.43	37,723.35
Project Area IV	956.87	0.00	41.97	998.84
Project Area V	22,054.91	0.00	60.43	22,115.34
Project Area VI - Mission Blvd	0.00	0.00	0.00	0.00
	<u>60,868.26</u>	0.00	167.87	
				<u>61,036.13</u>
				July 2011 Total

Vice Chairperson Raft

CITY OF MONTCLAIR
FINAL WARRANT REGISTER
COUNCIL DATE: AUGUST 16, 2011
REGULAR WARRANTS
CHECKING ACCOUNT: RDA

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
2120	Project Area I Operating Fund	16.08
2260	Project Area II Special Housin	177.48
2320	Project Area III Operating Fun	30,927.93
2340	Project Area III Tax Increment	85.00
2350	Project Area III Low-Mod Housi	6,649.99
2420	Project Area IV Operating Fund	947.87
2440	Project Area IV Tax Increment	9.00
2511	Proj. Area V 2006A Bond Procee	69.71
2520	Project Area V Operating Fund	18,993.55
2540	Project Area V Tax Increment F	117.00
2550	Project Area V Low-Mod Housing	2,874.65
	Report Total:	60,868.26

Accounts Payable

Voucher Register By Vendor Number



User: mpiotrowski
 Printed: 08/08/2011 - 7:46 AM

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007168	Cali199	2120-4319-52120-400	CALED 2011-12 Annual Investment	2011-12	06/14/2011		07/07/2011	14.00	7168
	California Association for Loc								
007168	Cali199	2320-4319-52120-400	CALED 2011-12 Annual Investment	2011-12	06/14/2011		07/07/2011	167.00	7168
	California Association for Loc								
007168	Cali199	2420-4319-52120-400	CALED 2011-12 Annual Investment	2011-12	06/14/2011		07/07/2011	117.00	7168
	California Association for Loc								
007168	Cali199	2520-4319-52120-400	CALED 2011-12 Annual Investment	2011-12	06/14/2011		07/07/2011	167.00	7168
	California Association for Loc								
								Voucher: 007168	465.00
007169	Hugo001	2350-4319-63110-400	EHIP Herrera 9583 Mills	11-09	07/06/2011		07/07/2011	850.00	7169
	Hugo Jaramillo								
007169	Hugo001	2320-4319-63110-400	EHIP High 5532 Bonnie Brae	11-36	07/06/2011		07/07/2011	4,280.00	7169
	Hugo Jaramillo								
007169	Hugo001	2350-4319-63110-400	EHIP High 5532 Bonnie Brae	11-36	07/06/2011		07/07/2011	1,750.00	7169
	Hugo Jaramillo								
								Voucher: 007169	6,880.00
007170	InfTe001	2520-4319-62010-400	HP Office Pro 8500	12413	06/10/2011		07/07/2011	272.50	7170
	Intelli-Tech								
								Voucher: 007170	272.50
007171	Land012	2260-4319-56010-400	5326 San Bernardino - June 2011 Service	5326/711	07/03/2011		07/07/2011	100.00	7171
	Landscape Maintenance Unlimite								
								Voucher: 007171	100.00

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007172	Mont002	2260-4319-56020-400	5326 San Bernardino - 05/01/11-06/30/11	17176	07/05/2011		07/07/2011	77.48	7172
	City of Montclair								
007172	Mont002	2350-4319-56020-400	9010 Fremont - 05/01/11-06/30/11	45202	07/05/2011		07/07/2011	77.48	7172
	City of Montclair								
007172	Mont002	2520-4319-56010-400	9916 Central - 05/01/11-06/30/11	8145	07/05/2011		07/07/2011	77.48	7172
	City of Montclair								
							Voucher: 007172	232.44	
007173	Snyd003	2420-4319-52990-400	Agrmnt 01-90 Payment No. 19	No. 19	06/30/2011		07/07/2011	420.00	7173
	Darryl L Synder & Jana Marie Campbell								
							Voucher: 007173	420.00	
007174	Sout023	2320-4319-60020-400	Maint Foundation Area 11 - June 2011	15963	06/30/2011		07/07/2011	2,650.00	7174
	Southern California Landscape								
							Voucher: 007174	2,650.00	
007175	ACECD00	2320-0000-10400-132	Richton Street Final Payment Agmnt 11-26	Paymnt #4	07/12/2011		07/14/2011	12,062.86	7175
	ACE CD, Inc.								
							Voucher: 007175	12,062.86	
007176	Enri002	2320-4319-63110-400	EHIP Poveda 9550 Poulsen	11-12	07/13/2011		07/14/2011	1,170.00	7176
	Enrique Alcantara Construction								
007176	Enri002	2320-4319-63110-400	EHIP Carrasco 10053 Greenwood	11-39	07/13/2011		07/14/2011	700.00	7176
	Enrique Alcantara Construction								
							Voucher: 007176	1,870.00	
007177	Firs014	2320-0000-37010-300	Safekeeping fees 3/26/11 - 6/25/11	5038900	06/25/2011		07/14/2011	102.00	7177
	First Tennessee Bank								
007177	Firs014	2340-0000-37010-300	Safekeeping fees 3/26/11 - 6/25/11	5038900	06/25/2011		07/14/2011	85.00	7177
	First Tennessee Bank								
007177	Firs014	2440-0000-37010-300	Safekeeping fees 3/26/11 - 6/25/11	5038900	06/25/2011		07/14/2011	9.00	7177
	First Tennessee Bank								
007177	Firs014	2520-0000-37010-300	Safekeeping fees 3/26/11 - 6/25/11	5038900	06/25/2011		07/14/2011	51.00	7177
	First Tennessee Bank								
007177	Firs014	2540-0000-37010-300	Safekeeping fees 3/26/11 - 6/25/11	5038900	06/25/2011		07/14/2011	117.00	7177
	First Tennessee Bank								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
							Voucher: 007177	364.00	
007178	Flee004	2520-4319-53300-400	Final FY2010/11 Task Force invoice	11-100-112	07/05/2011		07/14/2011	3,562.50	7178
	Fleener Associates								
007178	Flee004	2550-4319-53300-400	Final FY2010/11 Task Force invoice	11-100-112	07/05/2011		07/14/2011	1,187.50	7178
	Fleener Associates								
							Voucher: 007178	4,750.00	
007179	GarcM001	2120-4319-52130-400	Reimburse ICSC May 2011 Expenses	T10-48	07/14/2011		07/14/2011	2.08	7179
	Miguel Garcia								
007179	GarcM001	2320-4319-52130-400	Reimburse ICSC May 2011 Expenses	T10-48	07/14/2011		07/14/2011	24.99	7179
	Miguel Garcia								
007179	GarcM001	2420-4319-52130-400	Reimburse ICSC May 2011 Expenses	T10-48	07/14/2011		07/14/2011	17.36	7179
	Miguel Garcia								
007179	GarcM001	2520-4319-52130-400	Reimburse ICSC May 2011 Expenses	T10-48	07/14/2011		07/14/2011	24.99	7179
	Miguel Garcia								
							Voucher: 007179	69.42	
007180	Hugo001	2350-4319-63110-400	EHIP Aguilar 5403 San Jose	11-37	07/14/2011		07/14/2011	3,000.00	7180
	Hugo Jaramillo								
							Voucher: 007180	3,000.00	
007181	Land012	2350-4319-56010-400	9010 Fremont - June 2011 service	9010/711	07/03/2011		07/14/2011	135.00	7181
	Landscape Maintenance Unlimite								
							Voucher: 007181	135.00	
007182	Mont001	2320-4319-52790-400	Graffiti Abatement Project Area 3	June 2011	07/05/2011		07/14/2011	401.08	7182
	City of Montclair								
007182	Mont001	2420-4319-52790-400	Graffiti Abatement Project Area 4	June 2011	07/05/2011		07/14/2011	393.51	7182
	City of Montclair								
007182	Mont001	2520-4319-52790-400	Graffiti Abatement Project Area 5A	June 2011	07/05/2011		07/14/2011	2,474.57	7182
	City of Montclair								
007182	Mont001	2520-4319-52790-400	Graffiti Abatement Project Area 5B	June 2011	07/05/2011		07/14/2011	423.78	7182
	City of Montclair								
							Voucher: 007182	3,692.94	

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007183	Mont002	2520-4319-56010-400	5444 Palo Verde 05/01/11 - 06/30/11	47407	07/05/2011		07/14/2011	77.48	7183
		City of Montclair							
							Voucher: 007183	77.48	
007184	Mont074	2350-4319-56020-400	9010 Fremont 05/05/11 - 07/05/11	002-50-08	07/05/2011		07/14/2011	137.51	7184
		Monte Vista Water District							
							Voucher: 007184	137.51	
007185	Robb004	2520-4319-53210-400	Services rendered for June 2011	22481 00-1009	06/30/2011		07/14/2011	354.25	7185
		Robbins & Holdaway							
007185	Robb004	2550-4319-53210-400	Services rendered for June 2011	22481 00-1009	06/30/2011		07/14/2011	118.25	7185
		Robbins & Holdaway							
							Voucher: 007185	472.50	
007186	Sout018	2511-4319-60020-400	5326 San Bernardino 06/10/11 - 07/12/11	2-27-791-6888	07/13/2011		07/14/2011	45.34	7186
		Southern California Edison Co							
007186	Sout018	2511-4319-60020-400	4397 Kingsley 06/09/11 - 07/11/11	2-29-179-2315	07/12/2011		07/14/2011	24.37	7186
		Southern California Edison Co							
							Voucher: 007186	69.71	
007187	Stra002	2520-4319-53210-400	Services rendered for May 2011	022051 #0013	06/30/2011		07/14/2011	176.00	7187
		Stradling, Yocca, Carlson & Ra							
007187	Stra002	2550-4319-53210-400	Services rendered for May 2011	022051 #0013	06/30/2011		07/14/2011	718.90	7187
		Stradling, Yocca, Carlson & Ra							
							Voucher: 007187	894.90	
007188	Andr003	2550-4319-53290-400	Prof Svcs-5444 Palo Verde 10/11 FY	18181	07/01/2011		07/28/2011	850.00	7188
		Andreasen Engineering Inc							
							Voucher: 007188	850.00	
007189	Bank005	2520-4319-53230-400	PA V Bond 2006A & Tax allocation	252-1563452	07/13/2011		07/28/2011	3,360.20	7189
		The Bank of New York Mellon							
007189	Bank005	2520-4319-53230-400	PA V Bond Series 2001	252-1563453	07/13/2011		07/28/2011	3,148.20	7189
		The Bank of New York Mellon							

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
							Voucher: 007189	6,508.40	
007190	Enri002	2320-4319-63110-400	EHIP-Garcia, 5546 Armsley	11-38	07/20/2011		07/28/2011	700.00	7190
			Enrique Alcantara Construction						
007190	Enri002	2320-4319-63110-400	EHIP-Rodriguez, 5626 Armsley	11-40	07/20/2011		07/28/2011	700.00	7190
			Enrique Alcantara Construction						
							Voucher: 007190	1,400.00	
007191	Hugo001	2320-4319-63110-400	EHIP-Jones-Borunda, 9538 Marion	11-35	07/20/2011		07/28/2011	670.00	7191
			Hugo Jaramillo						
007191	Hugo001	2320-4319-63110-400	EHIP-Aguilar, 5403 San Jose	11-37	07/20/2011		07/28/2011	3,300.00	7191
			Hugo Jaramillo						
							Voucher: 007191	3,970.00	
007192	Myco001	2350-4319-63110-400	EHIP-Brito, 9950 Bel Air	10-118	07/20/2011		07/28/2011	700.00	7192
			Myco Construction						
007192	Myco001	2320-4319-63110-400	EHIP-Duan-Wang, 9626 Greenwood	11-41	07/20/2011		07/28/2011	4,000.00	7192
			Myco Construction						
							Voucher: 007192	4,700.00	
007193	Phil005	2520-4319-60020-400	Landscape Svcs-5444 Palo Verde	072011	07/20/2011		07/28/2011	4,800.00	7193
			Phil May Landscape Architect						
							Voucher: 007193	4,800.00	
007194	Sout018	2520-4319-56010-400	4425 Bonnie Brae- 061311-071411	2296679806 0711	07/15/2011		07/28/2011	23.60	7194
			Southern California Edison Co						
							Voucher: 007194	23.60	
							Report Total:	60,868.26	

Account Number	Debit	Credit	Account Description
2120-0000-00010-101	0.00	5.04	Cash
2120-0000-20010-202	5.04	0.00	Accounts Payable
	5.04	5.04	
2320-0000-00010-101	0.00	60.43	Cash
2320-0000-20010-202	60.43	0.00	Accounts Payable
	60.43	60.43	
2420-0000-00010-101	0.00	41.97	Cash
2420-0000-20010-202	41.97	0.00	Accounts Payable
	41.97	41.97	
2520-0000-00010-101	0.00	60.43	Cash
2520-0000-20010-202	60.43	0.00	Accounts Payable
	60.43	60.43	
Report Totals:	167.87	167.87	

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

July 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
July 31, 2011**

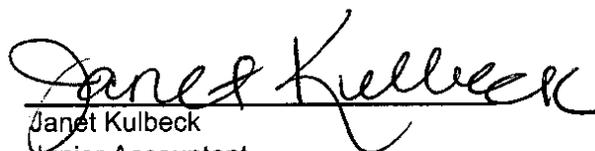
	<u>Interest Rate</u>		<u>Amount</u>
Checking Account			
Wells Fargo, 0654-893023	0.05%	\$	1,281,594.89
Cash and Investments			
LAIF	0.36%	\$	<u>1,567,844.77</u>
TOTAL CASH & INVESTMENTS BY ACCOUNT			<u><u>\$ 2,849,439.66</u></u>

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.

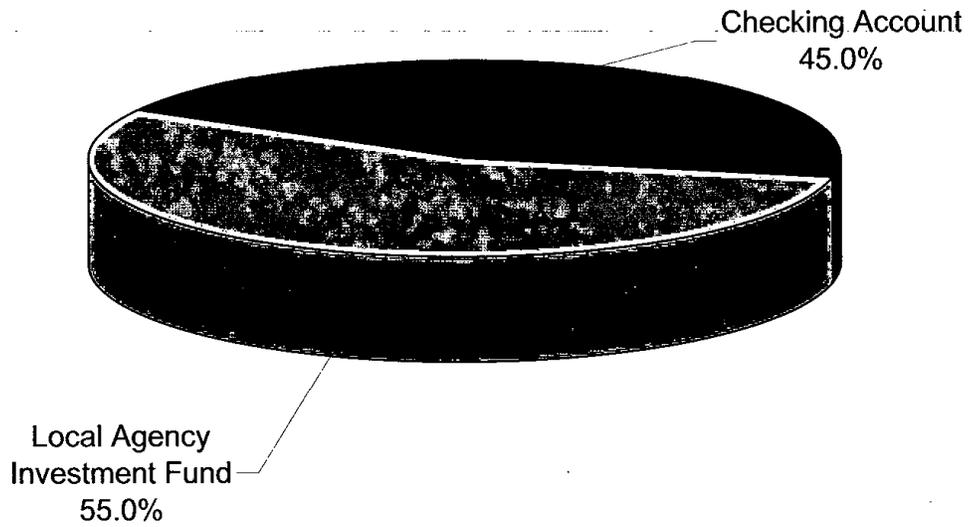
The Corporation has sufficient funds available to meet expenditures during the six-month period ending January 31, 2012.

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


 Janet Kulbeck
 Junior Accountant

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

Total Cash & Investments - \$2,849,440



**CITY OF MONTCLAIR
HOUSING CORPORATION
WARRANT REGISTER
FOR THE MONTH ENDING**

July 31, 2011

CITY OF MONTCLAIR
FINAL WARRANT REGISTER
COUNCIL DATE. August 15, 2011
REGULAR WARRANTS
CHECKING ACCOUNT: MiC

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
3001	General Fund	56,269.55
	Report Total:	56,269.55

C. Raft - Vice Chairperson

Accounts Payable

Voucher Register By Vendor Number



User: mpiotrowski
 Printed: 08/08/2011 - 10:28 AM

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003007	Hele001	3001-2020-56060-400	4791 Canoga-monthly assessment 07/2011	July 2011	06/23/2011		07/01/2011	100.00	3007
	Helena Gardens Apartment								
003007	Hele001	3001-3001-56060-400	Canoga-monthly assessment 07/2011	July 2011	06/23/2011		07/01/2011	251.00	3007
	Helena Gardens Apartment								
							Voucher: 003007	351.00	
003008	mont043	3001-2010-56060-400	10380 Pradera-monthly assessment 07/2011	July 2011	06/23/2011		07/01/2011	50.00	3008
	Montclair Meadows Owners Assoc								
003008	mont043	3001-2011-56060-400	10390 Pradera-monthly assessment 07/2011	July 2011	06/23/2011		07/01/2011	50.00	3008
	Montclair Meadows Owners Assoc								
							Voucher: 003008	100.00	
003009	Adri001	3001-1010-56170-400	9945 Central-flooring, window covering	32383	04/20/2011		07/14/2011	2,306.20	3009
	Adrian's Carpets Inc								
							Voucher: 003009	2,306.20	
003010	Grec003	3001-2002-56170-400	10333 Amherst-3 cultured marble panels	7/6/11	07/06/2011		07/14/2011	1,350.00	3010
	Grecian Marble-Onyx								
							Voucher: 003010	1,350.00	
003011	Kess001	3001-4330-52660-400	USLIC D&O renewal FY 11/12 #NDO1345091	451405	06/15/2011		07/14/2011	6,131.00	3011
	Kessler-Alair Insurance Serv								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003011	Kess001	3001-4330-52660-400	QBE FY 11/12 Policy #SL2710134	454009	06/30/2011		07/14/2011	17,600.00	3011
			Kessler-Alair Insurance Serv						
							Voucher: 003011	23,731.00	
003012	Land012	3001-1001-56100-400	10079 Central-06/2011	10079/711	07/03/2011		07/14/2011	115.00	3012
			Landscape Maintenance Unlimite						
003012	Land012	3001-1002-56100-400	10087 Central-06/2011, gopher	10087/711	07/03/2011		07/14/2011	145.00	3012
			Landscape Maintenance Unlimite						
003012	Land012	3001-1009-56100-400	10215 Central-06/2011, gopher	10215/711	07/03/2011		07/14/2011	195.00	3012
			Landscape Maintenance Unlimite						
003012	Land012	3001-1004-56100-400	10235 Central-06/2011, gopher	10235/711	07/03/2011		07/14/2011	195.00	3012
			Landscape Maintenance Unlimite						
003012	Land012	3001-1013-56100-400	10291 Greenwood-06/2011, gopher	10291/711	07/03/2011		07/14/2011	160.00	3012
			Landscape Maintenance Unlimite						
003012	Land012	3001-2003-56100-400	10313 Amherst-06/2011, weed killer	10313/711	07/03/2011		07/14/2011	180.00	3012
			Landscape Maintenance Unlimite						
003012	Land012	3001-2001-56100-400	10323 Amherst-06/2011	10323/711	07/03/2011		07/14/2011	155.00	3012
			Landscape Maintenance Unlimite						
003012	Land012	3001-2007-56100-400	10330 Amherst-06/2011	10330/711	07/03/2011		07/14/2011	150.00	3012
			Landscape Maintenance Unlimite						
003012	Land012	3001-2002-56100-400	10333 Amherst-06/2011	10333/711	07/03/2011		07/14/2011	155.00	3012
			Landscape Maintenance Unlimite						
003012	Land012	3001-2010-56100-400	10380 Pradera-06/2011, weed killer	10380/711	07/03/2011		07/14/2011	60.00	3012
			Landscape Maintenance Unlimite						
003012	Land012	3001-2011-56100-400	10390 Pradera-06/2011, weed killer	10380/711	07/03/2011		07/14/2011	60.00	3012
			Landscape Maintenance Unlimite						
003012	Land012	3001-2004-56100-400	10383 Amherst-06/2011, gopher	10383/711	07/03/2011		07/14/2011	180.00	3012
			Landscape Maintenance Unlimite						
003012	Land012	3001-2008-56100-400	10390 Amherst-06/2011, gopher	10390/711	07/03/2011		07/14/2011	185.00	3012
			Landscape Maintenance Unlimite						
003012	Land012	3001-2005-56100-400	10410 Amherst-06/2011	10410/711	07/03/2011		07/14/2011	150.00	3012
			Landscape Maintenance Unlimite						
003012	Land012	3001-2030-56100-400	4275 Kingsley-06/2011, gopher	4275/711	07/03/2011		07/14/2011	200.00	3012
			Landscape Maintenance Unlimite						
003012	Land012	3001-3001-56100-400	4811 Canoga-06/2011	4811/711	07/03/2011		07/14/2011	100.00	3012
			Landscape Maintenance Unlimite						
003012	Land012	3001-3001-56100-400	4820 Canoga-06/2011, weed killer	4820/711	07/03/2011		07/14/2011	220.00	3012
			Landscape Maintenance Unlimite						
003012	Land012	3001-1011-56100-400	5225 Palo Verde-06/2011	5225/711	07/03/2011		07/14/2011	125.00	3012
			Landscape Maintenance Unlimite						
003012	Land012	3001-1005-56100-400	5290 Orchard-06/2011, gopher	5290/711	07/03/2011		07/14/2011	145.00	3012
			Landscape Maintenance Unlimite						
003012	Land012	3001-1501-56100-400	9448 Carrillo-06/2011	9448/711	07/03/2011		07/14/2011	70.00	3012
			Landscape Maintenance Unlimite						

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003012	Land012	3001-1014-56100-400	9644 Central-06/2011, weed killer	9644/711	07/03/2011		07/14/2011	150.00	3012
		Landscape Maintenance Unlimite							
003012	Land012	3001-1006-56100-400	9741 Central-06/2011	9741/711	07/03/2011		07/14/2011	115.00	3012
		Landscape Maintenance Unlimite							
003012	Land012	3001-1007-56100-400	9751 Central-06/2011	9751/711	07/03/2011		07/14/2011	115.00	3012
		Landscape Maintenance Unlimite							
003012	Land012	3001-1008-56100-400	9761 Central-06/2011	9761/711	07/03/2011		07/14/2011	115.00	3012
		Landscape Maintenance Unlimite							
003012	Land012	3001-1003-56100-400	9815 Central-06/2011, gopher	9815/711	07/03/2011		07/14/2011	160.00	3012
		Landscape Maintenance Unlimite							
003012	Land012	3001-1010-56100-400	9945 Central-06/2011, gopher, weed kill	9945/711	07/03/2011		07/14/2011	170.00	3012
		Landscape Maintenance Unlimite							
003012	Land012	3001-1015-56100-400	9945 Central-06/2011, gopher	9963/711	07/03/2011		07/14/2011	170.00	3012
		Landscape Maintenance Unlimite							
								3,940.00	
Voucher: 003012									
003013	Mont002	3001-1003-56020-400	9815 Central-05/01/11-06/30/11	005254 07/2011	07/05/2011		07/14/2011	77.48	3013
		City of Montclair							
003013	Mont002	3001-1005-56020-400	5290 Orchard-05/01/11-06/30/11	005941 07/2011	07/05/2011		07/14/2011	77.48	3013
		City of Montclair							
003013	Mont002	3001-1002-56020-400	10087 Central-05/01/11-06/30/11	008156 07/2011	07/05/2011		07/14/2011	77.48	3013
		City of Montclair							
003013	Mont002	3001-1001-56020-400	10079 Central-05/01/11-06/30/11	008157 07/2011	07/05/2011		07/14/2011	77.48	3013
		City of Montclair							
003013	Mont002	3001-1008-56020-400	9761 Central-05/01/11-06/30/11	012565 07/2011	07/05/2011		07/14/2011	77.48	3013
		City of Montclair							
003013	Mont002	3001-1007-56020-400	9751 Central-05/01/11-06/30/11	012567 07/2011	07/05/2011		07/14/2011	77.48	3013
		City of Montclair							
003013	Mont002	3001-1006-56020-400	9741 Central-05/01/11-06/30/11	012584 07/2011	07/05/2011		07/14/2011	77.48	3013
		City of Montclair							
003013	Mont002	3001-1010-56020-400	9945 Central-05/01/11-06/30/11	013220 07/2011	07/05/2011		07/14/2011	77.48	3013
		City of Montclair							
003013	Mont002	3001-1011-56020-400	5225 Palo Verde-05/01/11-06/30/11	013553 07/2011	07/05/2011		07/14/2011	77.48	3013
		City of Montclair							
003013	Mont002	3001-1501-56020-400	9448 Carrillo-05/01/11-06/30/11	014651 07/2011	07/05/2011		07/14/2011	77.48	3013
		City of Montclair							
003013	Mont002	3001-1015-56020-400	9963 Central-05/01/11-06/30/11	017666 07/2011	07/05/2011		07/14/2011	77.48	3013
		City of Montclair							
003013	Mont002	3001-1014-56020-400	9644 Central-05/01/11-06/30/11	017745 07/2011	07/05/2011		07/14/2011	77.48	3013
		City of Montclair							
								929.76	
Voucher: 003013									

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003014	SanB004	3001-3001-57610-400	4820 Canoga-Public Pool/Spa	IN0147696	06/30/2011		07/14/2011	296.00	3014
	County of San Bernardino - Dept of Publ								
003014	SanB004	3001-3001-57610-400	4820 Canoga-CA AB1020 Surcharge Fee	IN0147696	06/30/2011		07/14/2011	6.00	3014
	County of San Bernardino - Dept of Publ								
003014	SanB004	3001-3001-57610-400	4811 Canoga-Public Pool/Spa	IN0148053	06/30/2011		07/14/2011	296.00	3014
	County of San Bernardino - Dept of Publ								
003014	SanB004	3001-3001-57610-400	4811 Canoga-CA AB1020 Surcharge Fee	IN0148053	06/30/2011		07/14/2011	6.00	3014
	County of San Bernardino - Dept of Publ								
							Voucher: 003014	604.00	
003015	Sout018	3001-2010-56020-400	10380 Pradera-060911-071111	2185722790 0711	07/12/2011		07/14/2011	37.97	3015
	Southern California Edison Co								
003015	Sout018	3001-2011-56020-400	10390 Pradera-060911-071111	2185722824 0711	07/12/2011		07/14/2011	41.10	3015
	Southern California Edison Co								
003015	Sout018	3001-2006-56020-400	10380 Amherst-060911-071111	2315790089 0711	07/12/2011		07/14/2011	99.37	3015
	Southern California Edison Co								
003015	Sout018	3001-2005-56020-400	10410 Amherst-060911-071111	2315792325 0711	07/12/2011		07/14/2011	46.06	3015
	Southern California Edison Co								
							Voucher: 003015	224.50	
003016	TKRP001	3001-2002-56170-400	10333 Amherst-demo, tub, gas line	5226	06/23/2011		07/14/2011	1,385.00	3016
	T.K.R. Plumbing								
							Voucher: 003016	1,385.00	
003017	Buch002	3001-2002-56170-400	10333 Amherst #1-complete unit repairs	110709	07/20/2011		07/28/2011	18,468.16	3017
	Buchbinder Maintenance, Inc.								
							Voucher: 003017	18,468.16	
003018	Hele001	3001-2020-56060-400	Canoga-Monthly Assessment 08/2011	Aug 2011	07/28/2011		07/28/2011	100.00	3018
	Helena Gardens Apartment								
003018	Hele001	3001-3001-56060-400	Canoga-Monthly Assessment 08/2011	Aug 2011	07/28/2011		07/28/2011	251.00	3018
	Helena Gardens Apartment								
							Voucher: 003018	351.00	

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003019	Mont043	3001-2010-56060-400	10380 Pradera-Monthly Assessment 08/2011	Aug 2011	07/28/2011		07/28/2011	50.00	3019
	Montclair Meadows Owners Assoc								
003019	Mont043	3001-2011-56060-400	10390 Pradera-Monthly Assessment 08/2011	Aug 2011	07/28/2011		07/28/2011	50.00	3019
	Montclair Meadows Owners Assoc								
								Voucher: 003019	100.00
003020	Mont074	3001-1501-56020-400	9448 Carrillo-050611-070611	01113202 0711	07/06/2011		07/28/2011	97.08	3020
	Monte Vista Water District								
003020	Mont074	3001-1011-56020-400	5225 Palo Verde-050611-070611	01305203 0711	07/06/2011		07/28/2011	120.97	3020
	Monte Vista Water District								
003020	Mont074	3001-1014-56020-400	9644 Central-050611-070611	01307103 0711	07/06/2011		07/28/2011	190.14	3020
	Monte Vista Water District								
003020	Mont074	3001-1003-56020-400	9815 Central-051111-071111	03213204 0711	07/11/2011		07/28/2011	148.53	3020
	Monte Vista Water District								
003020	Mont074	3001-1008-56020-400	9761 Central-051111-071111	03214211 0711	07/11/2011		07/28/2011	117.29	3020
	Monte Vista Water District								
003020	Mont074	3001-1007-56020-400	9751 Central-051111-071111	03214408 0711	07/11/2011		07/28/2011	137.51	3020
	Monte Vista Water District								
003020	Mont074	3001-1006-56020-400	9741 Central-051111-071111	03214608 0711	07/11/2011		07/28/2011	111.78	3020
	Monte Vista Water District								
003020	Mont074	3001-1005-56020-400	5290 Orchard-051411-071411	04702105 0711	07/14/2011		07/28/2011	264.70	3020
	Monte Vista Water District								
003020	Mont074	3001-1002-56020-400	10087 Central-051411-071411	04702203 0711	07/14/2011		07/28/2011	146.51	3020
	Monte Vista Water District								
003020	Mont074	3001-1001-56020-400	10079 Central-051411-071411	04702301 0711	07/14/2011		07/28/2011	134.13	3020
	Monte Vista Water District								
003020	Mont074	3001-1015-56020-400	9963 Central-051411-071411	04703501 0711	07/14/2011		07/28/2011	113.61	3020
	Monte Vista Water District								
003020	Mont074	3001-1010-56020-400	9945 Central-051411-071411	04703707 0711	07/14/2011		07/28/2011	130.15	3020
	Monte Vista Water District								
								Voucher: 003020	1,712.40
003021	Sout018	3001-3001-56020-400	4811 Canoga #gate-061011-071211	2024259988 0711	07/13/2011		07/28/2011	24.83	3021
	Southern California Edison Co								
003021	Sout018	3001-3001-56020-400	4811 Canoga-061011-071211	2024259988 0711	07/13/2011		07/28/2011	302.27	3021
	Southern California Edison Co								
003021	Sout018	3001-3001-56020-400	4820 Canoga-061011-071211	2038187969 0711	07/13/2011		07/28/2011	303.71	3021
	Southern California Edison Co								
003021	Sout018	3001-2002-56020-400	10330 Amherst-060911-071111	2315959668 0711	07/14/2011		07/28/2011	40.88	3021
	Southern California Edison Co								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003021	Sout018	3001-2006-56020-400	10380 Amherst-060911-071111	2315959668 0711	07/14/2011		07/28/2011	44.84	3021
		Southern California Edison Co							
							Voucher: 003021	716.53	
							Report Total:	56,269.55	