

CITY OF MONTCLAIR

AGENDA FOR CITY COUNCIL, SUCCESSOR AGENCY,
MONTCLAIR HOUSING CORPORATION, AND
MONTCLAIR COMMUNITY FOUNDATION MEETINGS

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

September 17, 2012

7:00 p.m.

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

The CC/SA/MHC/MCF 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 Successor Agency, Montclair Housing Corporation, and Montclair Community Foundation Boards of Directors

II. **INVOCATION**

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

III. **PLEDGE OF ALLEGIANCE**

IV. **ROLL CALL**

V. **PRESENTATIONS**

- A. introduction of New Employee

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, Successor Agency Board of Directors, Montclair Housing Corporation Board of Directors, and Montclair Community Foundation Board of Directors. (Government Code Section 54954.3)

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

VII. PUBLIC HEARINGS – None

VIII. CONSENT CALENDAR

A. Approval of Minutes

1. Minutes of the Regular Joint Council/Successor Agency/
MHC Board Meeting of September 4, 2012 [CC/SA/MHC]

B. Administrative Reports

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| 3. Consider Receiving and Filing of Treasurer's Report [SA] | 7 |
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ments at 5512 Orchard Street and Authorization to Record
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Recorder [CC] | 11 |
| 8. Consider Adoption of Proposition 1B Funds Expenditure Plan
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| Consider Authorizing Staff to Advertise for Bid Proposals for the
Northwest Montclair Residential Street Resurfacing Project [CC] | 17 |

C. Agreements

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| 2. Consider Approval of Agreement No. 12-85 Ratifying the Terms
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and Management Employees [CC] | 21 |
| 3. Consider Approval of Agreement No. 12-91 Approving Amend-
ment Three to the Metro Gold Line Phase II Joint Powers Authority
(JPA) Accepting an Invitation of Membership to the JPA Board [CC] | |
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Consider Appointment of Council Member Bill Ruh as Montclair's Representative to the JPA [CC]	23
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5. Consider Montclair Housing Corporation Board of Directors' Award of Contract to Jaramillo Construction in the Amount of \$18,350 [MHC]	
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6. Consider Montclair Housing Corporation Board of Directors' Award of Contract to L & J Landscaping, Inc., in the Amount of \$22,788 [MHC]	
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IX. PULLED CONSENT CALENDAR ITEMS	
X. RESPONSE - None	
XI. COMMUNICATIONS	
A. City Attorney	
1. Closed Session Pursuant to Government Code Section 54957.6 Regarding Conference With Designated Labor Negotiator Edward C. Starr	
Agency: City of Montclair	

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

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

- 1. Minutes of the Personnel Committee Meeting of September 4, 2012 73

XII. COUNCIL WORKSHOP

- A. Presentation by Federal Legislative Advocate David Turch and Associates

(Council may consider continuing this item to an adjourned meeting on Monday, October 1, 2012, at 5:45 p.m. in the City Council Chambers.)

XIII. ADJOURNMENT OF SUCCESSOR AGENCY, MONTCLAIR HOUSING CORPORATION, AND MONTCLAIR COMMUNITY FOUNDATION BOARDS OF DIRECTORS

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

XIV. CLOSED SESSION ANNOUNCEMENTS

XV. ADJOURNMENT OF CITY COUNCIL

The next regularly scheduled City Council and Successor Agency, Montclair Housing Corporation, and Montclair Community Foundation Board meetings will be held on Monday, October 1, 2012, at 7:00 p.m. in the Council Chambers.

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the City Council, Successor Agency Board, Montclair Housing Corporation Board, or Montclair Community Foundation 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 Deputy City Clerk at (909) 625-9416. 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 north and west doors of Montclair City Hall on September 13, 2012.

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: September 17, 2012

SECTION: ADMIN. REPORTS

ITEM NO. 1

FILE I.D.: FIN520

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending August 31, 2012, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending August 31, 2012.

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

RECOMMENDATION: Staff recommends the City Council receive and file the Treasurer's Report for the month ending August 31, 2012.

Prepared by:

Michael Pirogowski

Reviewed and
Approved by:

[Signature]

Proofed by:

[Signature]

Presented by:

[Signature]

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	DATE: September 17, 2012
	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 September 17, 2012, and Payroll Documentation dated July 29, 2012; finds them to be in order; and recommends their approval.

FISCAL IMPACT: The Warrant Register dated September 17, 2012, totals \$996,564.79. The Payroll Documentation dated July 29, 2012, totals \$720,293.60, with \$427,672.58 being the total cash disbursement.

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

Prepared by:

Yvonne L. Smith

Reviewed and
Approved by:

Proofed by:

Andrew Phillips

Presented by:

[Signature]

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: September 17, 2012

SECTION: ADMIN. REPORTS

ITEM NO.: 3

FILE I.D.: FIN510

DEPT.: SUCCESSOR RDA

REASON FOR CONSIDERATION: The City Council acting as successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending August 31, 2012, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Successor to the Redevelopment Agency Treasurer's Report for the period ending August 31, 2012.

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

RECOMMENDATION: Staff recommends the City Council acting as successor to the Redevelopment Agency Board of Directors receive and file the Successor to the Redevelopment Agency Treasurer's Report for the month ending August 31, 2012.

Prepared by:

Michael Piotrowski

Reviewed and
Approved by:

[Signature]

Proofed by:

[Signature]

Presented by:

[Signature]

AGENDA REPORT

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

REASON FOR CONSIDERATION: The City Council acting as successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Warrant Register for the month ending August 31, 2012, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Successor to the Redevelopment Agency Warrant Register dated 08.01.12-08.31.12 in the amounts of \$1,418.92 for Project I; \$0.00 for Project II; \$27,697.56 for Project III; \$13,002.20 for Project IV; \$20,358.68 for Project V; \$0.00 for the Mission Boulevard Joint Redevelopment Project; and \$1,255,172.25 for the Redevelopment Obligation Retirement Funds and finds it to be in order.

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

RECOMMENDATION: Vice Chairperson Raft recommends the City Council as successor to the Redevelopment Agency Board of Directors approve the Successor to the Redevelopment Agency Warrant Register for the period ending August 31, 2012.

Prepared by:

Michael Pistorius

Proofed by:

A. Spurr

Reviewed and
Approved by:

R. Raft

Presented by:

A. Spurr

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: September 17, 2012

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 August 31, 2012, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending August 31, 2012.

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

RECOMMENDATION: Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending August 31, 2012.

Prepared by:

Michael Piotrowski

Reviewed and
Approved by:

Proofed by:

[Signature]

Presented by:

[Signature]

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER **DATE:** September 17, 2012
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 August 31, 2012, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Warrant Register dated 08.01.12-08.31.12 in the amount of \$99,078.63 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 August 31, 2012.

Prepared by:

Michael Protopopis

Reviewed and
Approved by:

[Signature]

Proofed by:

[Signature]

Presented by:

[Signature]

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF RELEASE OF LIEN FOR SIDEWALK IMPROVEMENTS AT 5512 ORCHARD STREET AND AUTHORIZATION TO RECORD THE DOCUMENT WITH THE OFFICE OF THE SAN BERNARDINO COUNTY RECORDER

DATE: September 17, 2012

SECTION: ADMIN. REPORTS

ITEM NO.: 7

FILE I.D.: PUB104

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: Liens authorized by the City Council require City Council action to be released. A request has been made for the City to release a lien placed on a property in 1973.

BACKGROUND: In 1973, the City Council approved Resolution No. 73-926 directing residents along the east side of Vernon Avenue between Orchard Street and Benito Street to install sidewalks in front of their properties. The order was given in accordance with Section 5876 of the Streets and Highways Code (Code). This section allows a city to require property owners to construct sidewalk or other improvements in front of their properties if 50 percent or more of those properties already have such improvements. If the property owners fail to construct the improvements, the Code allows the city to construct the improvements and then bill the property owners for the improvements. If the bill is not paid, the Code further allows the city to place a lien on the properties. The lien is paid off as an addition to property taxes, usually over a ten-year period with interest set at a maximum of 7 percent.

The property at 5512 Orchard Street is located at the northeast corner of Orchard Street and Vernon Avenue, and was subject to Resolution No. 73-926. Property owner records indicate the property in question was owned by Elizabeth G. Folmer at the time the improvements were constructed nearly 40 years ago. The ownership is currently in the name of DeWayne C. Folmer and Pamela Martin, tenancy in common. The current owners are apparently selling the property and the lien appeared in the title report. The title company has asked the City to release the lien.

FISCAL IMPACT: The amount of the lien, according to a document recorded on December 14, 1973, is \$96.52. Interest was set at 6 percent. It is assumed that this amount was previously paid through property taxes as would be typical of this type of project. It has also been verified that there are no current taxes due, another indication that there are no outstanding payments due on the lien.

RECOMMENDATION: Staff recommends the City Council approve a Release of Lien for sidewalk improvements at 5512 Orchard Street and authorize the document to be recorded with the Office of the San Bernardino County Recorder.

Prepared by: *M. Stahl*

Reviewed and Approved by: *M. STATS*

Proofed by: *Alley*

Presented by: *[Signature]*

Recording Requested by:

When Recorded, Mail to:
CITY OF MONTCLAIR
Attn: Engineering Division
P.O. Box 2308
Montclair, CA 91763

RELEASE OF LIEN

The City of Montclair has been paid in full and hereby releases the lien against the real property in the City of Montclair, described as follows:

5512 Orchard Street, Montclair, CA 91763; Parcel No. 1010-251-11-0000;

Obligator: DeWayne C. Folmer and Pamela Martin

Dated this 17th day of September, 2012

Paul M. Eaton, Mayor
City of Montclair

NOTARY ACKNOWLEDGEMENT

State of California }
County of San Bernardino }

On September 18, 2012, before me, Janet L. Kulbeck, Notary Public, personally appeared Paul M. Eaton who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Signature of Notary Public

Recording requested by
City of Montclair

No Fee

500

RECORDING OFFICIAL RECORDS
SAN BERNARDINO COUNTY CAL.
CHARLES A. F. DELOV, RECORDER

When recorded mail to:

City of Montclair
P. O. Box 2308
Montclair, California 91763

NO FEE
B

1973 DEC 14 AM 9 40

NOTICE OF LIEN

Pursuant to the authority vested in me by the Improvement Act of 1911, I did, on the 6th day of July, 19 73, cause the sidewalk or curb to be constructed and the legislative body of said city did, on the 20th day of August, 19 73, by Resolution No. 973 assess the cost of such construction upon the real property hereinafter described, and the same has not been paid nor any part thereof, and the said city does hereby claim a lien on said real property in the sum of Ninety six and 52/100 dollars (\$ 96.52), and the same shall be a lien upon said real property until the said sum, with interest at the rate of six percent per annum, from the said 1st day of October, 19 73 has been paid in full and discharged of record.

500

The real property hereinbefore mentioned and upon which a lien is claimed, is that certain piece or parcel of land lying and being in the City of Montclair, the County of San Bernardino, State of California, and particularly described as follows, to wit:

Lot 10, Tract 3800

Obligor: Merle D. and E. G. Folmer
5512 Orchard Street
Montclair, California 91763

Dated this 12th day of December, 1973.

Carl L. Sawtell
Carl L. Sawtell, Superintendent of Streets
City of Montclair

RESOLUTION NO. 926

A RESOLUTION OF THE COUNCIL OF THE CITY OF MONTCLAIR DIRECTING THE SUPERINTENDENT OF STREETS TO NOTIFY THE OWNERS OR POSSESSORS OF LOTS ON THE EAST SIDE OF VERNON AVENUE BETWEEN ORCHARD STREET AND BENITO STREET WHICH DO NOT HAVE SIDEWALKS CONSTRUCTED ON THEM TO CONSTRUCT SAID IMPROVEMENTS.

WHEREAS, Section 5876 of the Streets and Highways Code of the State of California authorizes the legislative body of the City to direct the Superintendent of Streets to give notice to construct sidewalk to owners or possessors of property or lots which do not have sidewalk constructed on them facing a block wherein the Superintendent of Streets has made a finding that 50% or more of the frontage in the block have been constructed in front of properties fronting on the streets; and

WHEREAS, the Superintendent of Streets has made a finding that 50% or more of the lots facing on the street on the east side of Vernon Avenue between Orchard Street and Benito Street have sidewalk constructed on them;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Montclair as follows:

SECTION 1: That the Superintendent of Streets of the City of Montclair is hereby instructed to give notice to the owners of those lots which do not have sidewalks constructed upon them on the east side of Vernon Avenue between Orchard Street and Benito Street to construct on them sidewalk all in accordance with the City of Montclair Standard Plans and Specifications which are incorporated herein by reference and on file in the office of the City Engineer of the City of Montclair, conforming also with the existing sidewalk within the block

for alignment in accordance with Section 5877 of the Streets and Highways Code of the State of California which provides that notice to construct be given by mailing notice, postage prepaid, to the owners thereof at the address shown on the last equalized assessment roll of the City or records of the office of the City Clerk; and Section 5878 of the Streets and Highways Code of the State of California which provides that the notice to construct must be printed on a card not less than 8 by 10 inches in size and posted in a conspicuous place on the property; and Section 5878.1 of the Streets and Highways Code of the State of California which provides that all notices shall specify the day, hour and place where the legislative body will hear and pass upon objections or protests; and Section 5879 of the Streets and Highways Code of the State of California which provides that all notices shall specify particularly all work which is required to be done, how it is to be done and materials to be used and that if construction is not commenced in 60 days after notice is given and diligently pursued that the Superintendent of Streets shall cause the construction to be done, and the cost of the same will be a lien on the property.

SECTION 2: That in accordance with Section 5871.1 of the Streets and Highways Code of the State of California, a hearing will be held by this Council to hear and pass on the objections or protests, if any, which may be raised by any property owner or other interested persons. The time of this hearing is hereby fixed as 7:30 p.m. on the 7th day of May, 1973, in the Council Chambers located at 5111 Benito Street, Montclair, California.

SECTION 3: The Clerk shall certify to the passage and adoption of

this resolution and it shall thereupon take effect and be in force.

APPROVED AND PASSED this 16th day of April, 1973.

Harold M. Hayes
MAYOR OF THE CITY OF MONTCLAIR

ATTEST:

Barbara D. Williams
CITY CLERK OF THE CITY OF MONTCLAIR

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss.
CITY OF MONTCLAIR)

I, Barbara D. Williams, City Clerk of the City of Montclair, County of San Bernardino, State of California, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of said City and approved by the Mayor thereof at a regular meeting of said Council held on the 16th day of April, 1973, and that it was adopted by the following vote, to wit:

AYES: Hayes, Soper, McClure, Jones

NOES: None ABSENT: Rowley

Barbara D. Williams
CITY CLERK OF THE CITY OF MONTCLAIR

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF PROPOSITION 1B FUNDS EXPENDITURE PLAN FOR FISCAL YEAR 2012-13 FOR THE NORTHWEST MONTCLAIR RESIDENTIAL STREET RESURFACING PROJECT	DATE: September 17, 2012
	SECTION: ADMIN. REPORTS
	ITEM NO.: 8
	FILE ID.: TRN225
CONSIDER AUTHORIZING STAFF TO ADVERTISE FOR BID PROPOSALS FOR THE NORTHWEST MONTCLAIR RESIDENTIAL STREET RESURFACING PROJECT	DEPT.: PUBLIC WORKS

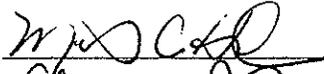
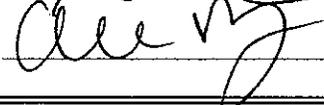
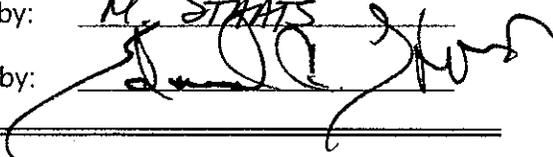
REASON FOR CONSIDERATION: The City Council is requested to consider adoption of a Proposition 1B Funds Expenditure Plan for Fiscal Year 2012-13 for the Northwest Montclair Residential Street Resurfacing Project pursuant to California State Controller's Office requirements.

BACKGROUND: Proposition 1B was passed by California voters on November 7, 2006, by a vote in excess of 60 percent. Proposition 1B will provide nearly \$20 billion in bond funds for a variety of transportation priorities, including \$2 billion to cities and counties to fund construction of new transportation improvements and maintenance of existing facilities. For Fiscal Year 2009-10, \$258 million was available for cities, with the City of Montclair's share equal to \$544,435. City shares are determined by the State Controller's Office based on population.

Proposition 1B funds may be used for a broad range of purposes including maintenance activities and pavement repairs. To receive funds, each city, by City Council action, must approve a plan for use of the Proposition 1B funds. The expenditure plan must then be submitted to the State Controller's Office.

On October 4, 2010, the City Council approved a Proposition 1B expenditure plan identifying improvements along Mills Avenue. However, Community Development Block Grant Funds were eventually approved for this project, and the Proposition 1B funds were not required. Staff now recommends the Proposition 1B funds be used for street rehabilitation identified as the Northwest Montclair Residential Street Resurfacing Project. The project limits are generally Ramona Avenue on the west, Interstate 10 Freeway on the south, the San Antonio Channel on the east, and Moreno Street on the north. Work would include pavement grinding, repairs, and replacement; curb, gutter, and sidewalk repairs; and restriping. The project is being designed in-house and is nearly complete.

FISCAL IMPACT: The estimated construction cost is approximately \$925,000. According to the state, \$544,435.18 is available in Proposition 1B funds. Gas Tax funds would be used for any construction costs above this amount. In order to use Proposition 1B funds,

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

the project must be approved by the State Controller's Office. Failure to submit an expenditure plan to the state would mean the City would not be entitled to seek reimbursement from the state for its allocation of Proposition 1B funds.

RECOMMENDATION: Staff recommends the City Council take the following actions related to the Northwest Montclair Residential Street Resurfacing Project:

1. Adopt Proposition 1B Funds Expenditure Plan for Fiscal Year 2012-13 to use Proposition 1B funding for a majority of the cost of the project.
2. Authorize staff to advertise for bid proposals for the project.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AMENDMENTS TO AGREEMENT NO. 12-84 RATIFYING THE TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN THE CITY OF MONTCLAIR AND EXECUTIVE MANAGEMENT EMPLOYEES

DATE: September 17, 2012

SECTION: AGREEMENTS

ITEM NO.: 1

FILE I.D.: EXM100

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: On September 4, 2012, the City Council approved Agreement No. 12-84 ratifying the terms and conditions of employment between the City of Montclair and executive management employees. Since that time, two sections of the Agreement have been amended as described below. The City Council is requested to consider approval of the amendments to Agreement No. 12-84 ratifying the terms and conditions of employment between the City of Montclair and executive management employees.

A copy of Agreement No. 12-84 is included in the agenda packets for the City Council's review and consideration.

BACKGROUND: The City of Montclair and executive management employees have reached agreement on the provisions related to the terms and conditions of employment. Agreement No. 12-84 shall be effective for the period July 1, 2012, through June 30, 2013. After June 30, 2013, the existing terms, conditions, and provisions of the Agreement shall remain in effect; and City and employees agree to abide by those terms, conditions, and provisions unless otherwise altered by the meet-and-confer process or unless otherwise indicated in the Agreement.

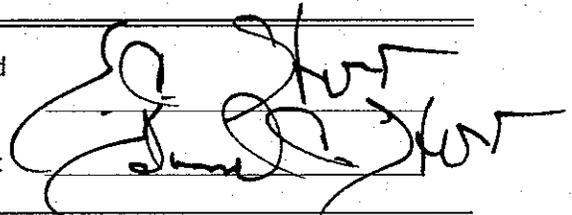
Following is a summary of the proposed amendments to Agreement No. 12-85 related to the terms and conditions of employment:

- Article 25 (Section 25.01, Item F): The change in this section incorporates a timeframe (within the last five years) that an employee must have held a position in order to have bumping rights.
- Article 25 (Section 25.02): The change relates to the severance package offered to an employee who is laid off. The length of time that a laid-off employee is offered City-paid health insurance coverage is reduced from 6 consecutive months to 3 consecutive months. The exchange of unused sick leave for cash was modified from a 1 hour of sick leave for 1 hour of salary to 2 hours of sick leave for 1 hour of salary up to a maximum of 100 hours. In addition, the severance pay provided to a laid-off employee

Prepared by:



Reviewed and
Approved by:



Proofed by:



Presented by:

was modified from 1,040 hours of the employee's hourly salary to 160 hours times the employee's hourly salary. Lastly, language was clarified regarding employee eligibility for the layoff severance package when contract-for-service arrangements are made.

- Article 26: Item 18 was added to the list of causes for disciplinary action against an employee. The item adds the following cause for action: Incompatibility with the City Manager's and/or City Council's (1) management styles; (2) implementation of City's goals and/or policies; and/or (3) purpose as a result of a change in City administration.

FISCAL IMPACT: There is no fiscal impact associated with ratifying the proposed amendment to Agreement No. 12-84 between the City of Montclair and executive management employees other than what has been included in the Fiscal Year 2012-13 Budget.

RECOMMENDATION: Staff recommends the City Council approve the amendments to Agreement No. 12-84 ratifying the terms and conditions of employment between the City of Montclair and executive management employees.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 12-85 RATIFYING THE TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN THE CITY OF MONTCLAIR AND MANAGEMENT EMPLOYEES

DATE: September 17, 2012

SECTION: AGREEMENTS

ITEM NO.: 2

FILE I.D.: MAN500

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 12-85 ratifying the terms and conditions of employment between the City of Montclair and management employees.

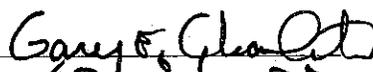
A copy of proposed Agreement No. 12-85 is included in the agenda packets for the City Council's review and consideration.

BACKGROUND: The City of Montclair and management employees have reached agreement on the provisions related to the terms and conditions of employment. Proposed Agreement No. 12-85 shall be effective upon date of ratification by the City Council for the period July 1, 2012, through June 30, 2013. After June 30, 2013, the existing terms, conditions, and provisions of the proposed Agreement shall remain in effect; and City and employees agree to abide by those terms, conditions, and provisions unless otherwise altered by the meet-and-confer process or unless otherwise indicated in the proposed Agreement.

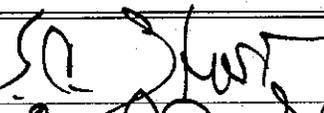
Following is a summary of the changes in proposed Agreement No. 12-85 related to the terms and conditions of employment:

- Article 1: Change of Agreement number.
- Article 6 (Section 6.01): Change of fiscal year to 2012-13.
- Article 13 (Section 13.01, Item C): The change relates to the conversion of accrued sick leave upon retirement. The conversion rate changed from 2.25 hours of sick leave for 1 hour cash contribution to the employee's 457 plan to 2 hours of sick leave for 1 hour cash contribution to the employee's 457 plan. This change makes this provision consistent with executive management employees.
- Article 27 (Section 27.01, Item F): The change in this section incorporates a timeframe (within the last 5 years) that an employee must have held a position in order to have bumping rights.

Prepared by:



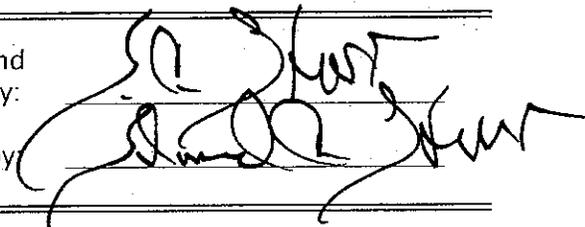
Reviewed and
Approved by:



Proofed by:



Presented by:



- Article 27 (Section 27.02): The change relates to the severance package offered to an employee who is laid off. The length of time that a laid-off employee is offered City-paid health insurance coverage is reduced from 6 consecutive months to 3 consecutive months. The exchange of unused sick leave for cash was modified from a 1 hour of sick leave for 1 hour of salary to 2 hours of sick leave for 1 hour of salary up to a maximum of 100 hours. In addition, the severance pay provided to a laid-off employee was modified from 1,040 hours of the employee's hourly salary to 160 hours times the employee's hourly salary. Lastly, language was clarified regarding employee eligibility for the layoff severance package when contract-for-service arrangements are made.
- Article 43: The change relates to the term of the Agreement.

FISCAL IMPACT: There is no fiscal impact associated with ratifying proposed Agreement No. 12-85 between the City of Montclair and management employees other than what has been included in the Fiscal Year 2012-13 Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-85 ratifying the terms and conditions of employment between the City of Montclair and management employees.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 12-91 APPROVING AMENDMENT THREE TO THE METRO GOLD LINE PHASE II JOINT POWERS AUTHORITY (JPA) ACCEPTING AN INVITATION OF MEMBERSHIP TO THE JPA BOARD

CONSIDER APPROPRIATION OF FUNDS FROM SUCCESSOR AGENCY FOR MEMBERSHIP DUES

CONSIDER APPOINTMENT OF COUNCIL MEMBER BILL RUH AS MONTCLAIR'S REPRESENTATIVE TO THE JPA

DATE: September 17, 2012

SECTION: AGREEMENTS

ITEM NO.: 3

FILE I.D.: TRN256

DEPT.: SUCCESSOR AGENCY

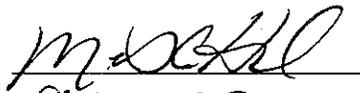
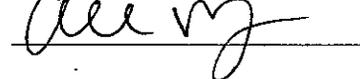
REASON FOR CONSIDERATION: The Metro Gold Line Phase II Joint Powers Authority Board (JPA) has extended an invitation to the City of Montclair to join the JPA. Participation on the JPA requires City Council approval of Amendment Three to the Gold Line Phase II Construction Authority Joint Exercise of Powers Agreement. A copy of Amendment Three is attached to this report as Agreement No. 12-91.

BACKGROUND: The Gold Line currently provides light rail commuter service from Pasadena to Union Station in Los Angeles. It began service in 2003 and is operated by the Los Angeles County Metropolitan Transportation Authority (LACMTA). Plans are currently underway to extend the Gold Line from Pasadena to Azusa and ultimately to LA/Ontario International Airport. Two design-build contracts were awarded last year. One is currently under construction to build a bridge across the eastbound lanes of the 210 Freeway in Arcadia. The other is in the design phase that will lay the track from Pasadena to Azusa.

Planning efforts for the segment between Azusa and Montclair are also underway. The Metro Gold Line Foothill Extension Construction Authority (Construction Authority) released the Draft Environmental Impact Report (DEIR) on August 21, 2012. Comments on the DEIR are due by October 5, 2012. A public meeting to receive comments has also been set for September 20, 2012, at the Montclair Senior Center at 5:30 p.m.

In order to coordinate the efforts of the various cities along the Gold Line corridor, a JPA was established that is composed of elected representatives from the corridor cities. In November 2003, the San Bernardino Associated Governments (SANBAG) was invited to join the JPA and did so in 2004. Since that time, Mayor Eaton has been SANBAG's appointed representative to the JPA.

Prepared by:

Reviewed and
Approved by:



Proofed by:

Presented by:



Membership on the JPA is by invitation and is a three-step process:

1. An invitation to join is made by the JPA.
2. The invited city must then approve an agreement amending the Gold Line Phase II Construction Authority Joint Exercise of Powers Agreement, adding its name to the list of cities.
3. Finally, all members of the JPA must agree to the admission of the new city.

The invitation to join the JPA was issued by the JPA Board on April 14, 2011, and formalized in a letter dated May 11, 2011. The invitation was accepted by the City in a letter dated August 16, 2011, but the adoption of what would have been the third amendment to the Gold Line Phase II Construction Authority Joint Exercise of Powers Agreement was deferred. This Amendment Three is now being recommended to the City Council for approval.

For the past eight years, the City's representation on the JPA has been through SANBAG. With recent events, it has become more apparent that there is a need for greater City involvement with the JPA.

In 2008, Los Angeles County voters approved Measure R, which increased the sales tax in Los Angeles County by one half of 1 percent and provided additional revenue for transportation and transit-related projects. Measure R has a life of 30 years. Included in these projects was extension of the Gold Line from Azusa to Claremont (not Montclair as the funding was for Los Angeles County only). Once Measure R was approved, the Construction Authority was able to advertise the design-build contracts for the I-210 Freeway bridge project and the mainline light rail to Azusa. However, based on the actual costs of those two projects, the cost of right-of-way and litigation associated with securing those rights for a maintenance facility in Monrovia, and anticipated costs for work yet to be done on this segment, Measure R will not have sufficient funds for extending the Gold Line beyond Azusa.

LACMTA is supporting a new measure in Los Angeles County that would extend the life of Measure R another 30 years beyond the sunset date of 2039. This extension will allow additional bonding for construction projects. However, despite the Gold Line being short of funds for extending the line beyond Azusa, LACMTA would not agree to include additional funding for the Gold Line in the new measure. In response to this exclusion, several east end cities have sent letters to the Governor urging him to veto Assembly Bill 1446, the legislation necessary to place the Measure R extension on the ballot in November.

The Construction Authority and the JPA continue efforts to bring the Gold Line to Montclair. Duarte Mayor and LACMTA Board Member John Fasana has authored a proposal that would allow the Board of Directors to move Measure R funds between projects within a region and make further funding of the Gold Line Foothill Extension a possibility. The proposal was approved by the LACMTA Board.

Another issue that developed last year was a lawsuit filed by a property owner in Monrovia regarding the previously mentioned maintenance facility. In filing his lawsuit against the Construction Authority over eminent domain, he also raised a question of the legality of the Construction Authority performing work outside Los Angeles County, specifically studies and environmental work in Montclair.

In response to the lawsuit, which was ultimately settled, the Construction Authority asked the Legislature to amend its authority to include the City of Montclair. Assembly Bill No. 1600 was introduced to the Assembly by Assembly Member Norma Torres on February 6, 2012. After several amendments, it was approved by the Assembly on May 31, 2012; by the Senate on August 9, 2012; and signed by the Governor on August 27, 2012.

This bill requires LACMTA to assume responsibility for operating all completed phases of the project. The bill requires the Construction Authority to enter into a construction agreement with SANBAG prior to commencing construction of the portion of the project in San Bernardino County. The bill grants LACMTA authority to operate the portion of the project located in San Bernardino County, subject to approval by SANBAG through approval of an operations and maintenance agreement, as specified, with respect to the portion of the project on the right-of-way owned by SANBAG.

Given LACMTA's lack of concern or desire for extension of the Gold Line beyond Azusa and the recent passage of AB 1600, it is important that the City take a more active role in the JPA.

FISCAL IMPACT: Initial dues for membership on the JPA are \$31,455. Payment is due within 30 days of approval by all JPA members. It is estimated that it will take two to three months for all JPA members to obtain approvals from their City Councils. Funding will be through the Successor Agency and is currently included on the Recognized Obligation Payment Schedule. Annual dues of \$3,000 are also required. These dues would have to come from the General Fund.

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

1. Approve Agreement No. 12-91 approving Amendment Three to the Metro Gold Line Phase II Joint Powers Authority (JPA) accepting an invitation of membership to the JPA Board.
2. Appropriate funds from the Successor Agency for membership dues.
3. Appoint Council Member Bill Ruh as Montclair's representative to the JPA.

AMENDMENT THREE

Joint Exercise of Powers Agreement

Gold Line Phase II Joint Powers Authority

This Amendment Three to the Joint Exercise of Powers Agreement for the Gold Line Phase II Joint Powers Authority ("Amendment Three") is approved and executed by the current members of the Metro Gold Line Phase II Joint Powers Authority ("Joint Powers Authority") as set forth in Exhibit 1-B, attached hereto, and each of which must approve and execute this Amendment Three in order for Amendment Three to be effective.

WITNESSETH:

The Parties hereto agree as follows:

Section 1. Recitals. This Amendment Three is made and entered into with respect to the following facts:

- a. The Joint Powers Authority was formed pursuant to Section 6500 *et seq.* of the Government Code with the goal and intent to cooperate among members in support of the funding, planning, design and construction of the Metro Gold Line Phase II light rail project ("the Gold Line Phase II"); and
- b. The City of Montclair has demonstrated an interest to join the Joint Powers Authority in order to work cooperatively with the Joint Powers Authority and its member cities and agencies to complete the Gold Line Phase II including a possible extension to the City of Ontario; and
- c. The City of Montclair has agreed to pay initial dues and assume other required financial responsibilities as a condition of its membership in the Joint Powers Authority.
- d. The City of Pasadena was a founding member of the Joint Powers Authority and by an administrative error was removed and is at this time re-inserted and not subject to any other provisions stated below; and

Section 2. Initial Dues. The Initial Dues in the amount of Thirty-One Thousand Four Hundred Forty Five Dollars (\$31,455.00) for the City of Montclair shall be due and payable thirty-days (30) after the effective date of membership in the Joint Powers Authority.

Section 3. Terms Remain in Effect. All terms of the Joint Exercise of Powers Agreement for the Gold Line Phase II Joint Powers Authority ("Agreement") that are not deleted or amended by this Amendment Three remain fully in effect and the execution of this Amendment Three by each of the parties hereto signifies approval and acceptance of the Agreement as modified by this Amendment Two.

Section 4. Annual Dues. Section 29c (Annual Dues) of the Agreement is hereby reinstated and after a three-fourths majority vote of the JPA Board Members at its April 14, 2011 Board

Meeting. Annual Dues will be billed at the beginning of the fiscal year commencing fiscal year 2014 (July 1, 2013).

With the increase of activities along the project, it remains integral to the project planning and implementation to keep information and engagement with constituent cities. The forecast budget which includes administrative expenses, fees, legal support, etc. are expected to be approximately \$45,000 annually (\$3,000 per member city) as follows:

<u>Revenues:</u>	
<u>15 Member Cities X \$3,000</u>	<u>\$45,000</u>
Total	\$45,000
 <u>Expenses:</u>	
Board Meetings Per Diem	\$18,000
Meetings	\$ 5,000
<u>Legal, Administrative, & Other</u>	<u>\$22,000</u>
Total	\$45,000

Section 5. Effective Dates. The Effective date of this Amendment Three shall be the first date on which each of the current members of the JPA, as listed in Exhibit 1-B, shall have approved and signed this Amendment Three. The effective date of Montclair's membership in the JPA shall be the first date on which each of the current members of the Joint Powers Authority as well as the respective candidate city shall have approved and signed this Amendment Three.

Section 6. Counterparts. This Amendment Three may be executed in several counterparts, and all counterparts so executed shall constitute one Amendment Three, binding on all the parties hereto, notwithstanding that all of the parties are not signatory to the original or same counterpart.

----- signature pages to follow -----

The current members of the JPA have caused this Amendment Three to be executed on their behalf, respectively, as follows:

City of Arcadia

By: Robert C. Harbicht, Mayor *Dated*

City of Azusa

By: Joseph R. Rocha, Mayor *Dated*

City of Claremont

By: Larry Schroeder, Mayor *Dated*

City of Duarte

By: John Fasana, Mayor *Dated*

City of Glendora

By: Gene Murabito, Mayor *Dated*

City of Irwindale

By: David Fuentes, Mayor *Dated*

City of La Verne

By: Don Kendrick, Mayor *Dated*

City of Monrovia

By: Mary Ann Lutz, Mayor *Dated*

City of Ontario

By: Paul Leon, Mayor *Dated*

City of Pasadena

By: Bill Bogaard, Mayor *Dated*

City of Pomona

By: Elliott Rothman, Mayor *Dated*

San Bernardino Associated Governments

By: Brad Mitzelfelt, President *Dated*

City of San Dimas

By: Curtis W. Morris, Mayor *Dated*

City of South Pasadena

By: Michael Cacciotti, Mayor *Dated*

ATTEST

By: Chris Lowe, Clerk of the Board

The authorized representative of the City of Montclair has caused this Amendment Three to be executed on the City of Montclair's behalf, respectively, as follows:

City of Montclair

ATTEST

By: Paul M. Eaton, Mayor

Dated By: Yvonne Smith, Deputy City Clerk

Exhibit 1-B

Current Members of the Gold Line Phase II Joint Powers Authority

Arcadia

Azusa

Claremont

Duarte

Glendora

Irwindale

La Verne

Monrovia

Ontario

Pasadena

Pomona

San Bernardino Associated Governments (SANBag)

San Dimas

South Pasadena

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 12-93 WITH AECOM TECHNICAL SERVICES, INC., AMENDING AGREEMENT NOS. 02-01, 02-135, 09-119, AND 11-133 FOR ADDITIONAL WORK ASSOCIATED WITH THE MONTE VISTA AVENUE/UNION PACIFIC RAILROAD GRADE SEPARATION PROJECT

DATE: September 17, 2012
SECTION: AGREEMENTS
ITEM NO.: 4
FILE I.D.: STA110
DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: In 2002, the City entered into an agreement with LAN Engineering Corporation for design and right-of-way acquisition services associated with the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project. The project was originally fully state funded including construction. However, the state withdrew the funding at one point. Although partial funding was eventually restored, those funds have now been exhausted. Some federal funds have been acquired for this project, but the use of federal funds requires reopening the environmental phase of the project in order to obtain federal environmental clearance. Agreement No. 11-133 amended previous Agreements for the additional environmental work. Further environmental work is needed, requiring an additional contract amendment. Proposed Agreement No. 12-93 addresses the additional services required and is attached for the City Council's review and consideration.

BACKGROUND: In 2000, the City developed and sent out requests for proposals (RFPs) for design services associated with the construction of a grade separation between the Union Pacific railroad tracks and Monte Vista Avenue. After reviewing all proposals submitted, staff recommended the City Council enter into an agreement with Lim and Nascimento Engineering Corporation to provide Phase 1 services for this project, which consisted of environmental clearance under the California Environmental Quality Act (CEQA). Upon satisfactory completion of the CEQA process, the RFP indicated the City could enter into a subsequent agreement with the selected firm to provide design and right-of-way acquisition services.

In 2002, the City entered into Agreement No. 02-01 with Lim and Nascimento Engineering Corporation, by that time known as LAN Engineering Corporation, to provide for Phase 2 work (design) and Phase 3 work (right-of-way acquisition). This Agreement was later amended by Agreement Nos. 02-135 and 09-119. All design and right-of-way acquisition work required under Agreement No. 02-01 and its subsequent amendments has been completed.

In 2003, the state suspended funding for this project. At the time, it was unknown whether the suspension was temporary or permanent. The City began looking for other funding sources for this project including federal funds. The state eventually provided partial funding for this project, though not at the full funding level that had originally been established.

Prepared by: *M. STAATS*
Proofed by: *Alle Mj*

Reviewed and Approved by: *M. STAATS*
Presented by: *A. STAATS*

In 2009, the City was successful in having \$1.6 million in federal High Priority Project (HPP) funds approved by Congress with the intent to use this money for construction. However, there was no restriction that it could be used just for construction. A decision was made locally to continue pursuing right-of-way acquisition. Although the state funds had been exhausted, there was still some right-of-way acquisition remaining. The City of Montclair Redevelopment Agency made available slightly more than \$1 million to secure the remaining right-of-way in 2010.

When the City began work on this project in 2000, it was with the intent of using state money only. Therefore, only CEQA environmental clearance was obtained. Now that federal funds must be used to actually construct the project, it is necessary to reopen the environmental process in order to comply with federal requirements (National Environmental Policy Act-NEPA). The HPP money already authorized by Congress could be used for the NEPA compliance process, but it presented a problem for the California Department of Transportation (Caltrans). Caltrans oversees the NEPA process within the state. The problem is the NEPA process is normally completed prior to any design being done. The City's project started with no federal funding, obtained CEQA clearance only, and then was fully designed. Caltrans felt it was inappropriate to use federal funds to complete the NEPA process with the project in question already fully designed, but also advised the City that it had no issues with the City using local funds for the NEPA process. In a staff report dated December 5, 2011, staff recommended using local Measure I pass through funds to fund the NEPA process. Staff also recommended that the City's contract with LAN Engineering, now known as AECOM Technical Services, Inc. (AECOM) be amended to provide these NEPA-related services.

After the City Council approved Agreement No. 11-133, AECOM was directed to proceed with the NEPA-related work. The first step was the preparation of a preliminary environmental study (PES) form. The PES form was completed and submitted to Caltrans for approval, which was received last March. It had been anticipated that four technical studies would need to be prepared and were included in the AECOM contract. However, in addition to the four studies anticipated, Caltrans' approval of the PES form also identified a need for four additional studies covering noise, traffic, community impacts, and visual impacts. A proposal was requested from AECOM for the additional studies.

FISCAL IMPACT: A proposal was previously requested from AECOM last September to assist the City in complying with and completing the NEPA process. Agreement No. 11-133 with AECOM included \$156,705 as compensation for this work. A second proposal was requested for the additional work required by Caltrans and was provided last July. The proposal was discussed with the Public Works Committee at its August meeting along with a staff recommendation to negotiate the scope of services and fee to a more acceptable amount. After some negotiation, the July proposal was revised and resubmitted to the City in late August. Agreement No. 12-93 amends the previous Agreements and includes the revised proposal for the additional four technical studies for \$129,082.

As with Agreement No. 11-133, Measure I funds are proposed for this Agreement amendment. The Measure I Expenditure Plan includes sufficient funds for this Agreement amendment. No amendment is required to the Expenditure Plan.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-93 with AECOM Technical Services, Inc., for \$129,082 amending Agreement Nos. 02-01, 02-135, 09-119, and 11-133 for additional work associated with the Monte Vista Avenue/ Union Pacific Railroad Grade Separation Project.

AMENDMENT TO AGREEMENT NOS. 02-01, 02-135, 09-119, AND 11-133

WITH

AECOM TECHNICAL SERVICES, INC.

(FORMERLY LAN ENGINEERING CORPORATION)

FOR

ADDITIONAL WORK

This agreement is made and entered into this ____ day of _____ 2012, by and between the CITY OF MONTCLAIR, a municipal corporation hereinafter designated as "City," and AECOM TECHNICAL SERVICES, INC. (formerly Lim and Nascimento Engineering Corporation and LAN Engineering Corporation), a California Corporation hereinafter designated as "Consultant," and collectively designated as the "Parties."

RECITALS

WHEREAS, Parties have previously entered into Agreement No. 02-01 on January 9, 2002, and amended said agreement by Agreement No. 02-135 on October 7, 2002, Agreement No. 09-119 on December 7, 2009, and Agreement No. 11-133 on December 5, 2011, for design services associated with a grade separation project between Monte Vista Avenue and the Union Pacific Railroad tracks, hereinafter called "Project;" and

WHEREAS, funding for Project was provided through the state's Traffic Congestion Relief Act of 2000 and the Traffic Congestion Relief Program (TCRP); and

WHEREAS, the ongoing state fiscal crisis beginning in fiscal year 2002/2003 caused TCRP funding to be temporarily withdrawn from Project; and

WHEREAS, partial TCRP funding was restored in fiscal year 2005/2006; and

WHEREAS, state funding will not be sufficient to complete the construction phase of the Project; and

WHEREAS, the City has acquired some federal funds to be used for construction phase of the Project; and

WHEREAS, the use of federal funds requires compliance with federal environmental laws, more specifically known as the National Environmental Policy Act (NEPA); and

WHEREAS, Agreement No. 11-133 with Consultant included the preparation of a Preliminary Environmental Study (PES) and four technical studies; and

WHEREAS, the PES has been prepared by Consultant and approved by Caltrans; and

WHEREAS, in addition to approving the PES, Caltrans required the preparation of an additional four technical studies; and

WHEREAS, Consultant has submitted a proposal for providing the additional four technical studies in order to secure NEPA compliance documents.

NOW, THEREFORE, IT IS AGREED by and between City and Consultant to add additional environmental services as identified in proposal dated August 29, 2012, and as incorporated herein as Exhibit A-3 and to pay to CONSULTANT a maximum sum of \$129,082 for the performance of the services required under Exhibit A-3. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees,

including the work of employees, consultants, and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made on a "time and material basis" in accordance with the Schedule set forth in Exhibit C-2 to Agreement No. 11-133.

IT IS FURTHER AGREED that all other terms of Agreement No. 02-01, Agreement No. 02-135, Agreement No. 09-119, and Agreement No. 11-133 shall remain the same and be incorporated herein as though fully set forth.

CITY:

CITY OF MONTCLAIR, CALIFORNIA

CONSULTANT:

AECOM TECHNICAL SERVICE, INC.

Paul M. Eaton
Mayor

Date

Name

Title

Date

ATTEST:

Yvonne L. Smith
Deputy City Clerk

Date

Name

Title

Date

APPROVED AS TO FORM:

Diane E. Robbins
City Attorney

Date

EXHIBIT A-3

AGENDA REPORT

SUBJECT: CONSIDER MONTCLAIR HOUSING CORPORATION BOARD OF DIRECTORS' AWARD OF CONTRACT TO JARAMILLO CONSTRUCTION IN THE AMOUNT OF \$18,350	DATE: September 17, 2012
	SECTION: AGREEMENTS
	ITEM NO.: 5
CONSIDER MONTCLAIR HOUSING CORPORATION BOARD OF DIRECTORS' APPROVAL OF AGREEMENT NO. 12-94 WITH JARAMILLO CONSTRUCTION FOR THE 10333 PRADERA AVENUE LANDSCAPE CONSTRUCTION PROJECT	FILE I.D.: MHC025
	DEPT.: MHC
CONSIDER AUTHORIZATION OF A \$1,835 CONSTRUCTION CONTINGENCY	

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to consider award of a contract to Jaramillo Construction and approval of Agreement No. 12-94 with the company for the 10333 Pradera Avenue Landscape Construction Project.

A copy of proposed Agreement No. 12-94 is attached for the Montclair Housing Corporation Board of Directors' review and consideration.

BACKGROUND: The Montclair Housing Corporation Fiscal Year 2012-13 Budget includes funding for landscape improvements at the 10333 Pradera Avenue apartments. The project includes a new irrigation system, substantial concrete flatwork, new fences and gates, installation of a SMART irrigation system clock, and new planting materials.

Montclair Housing Corporation staff solicited proposals from six contractors and conducted an onsite walkthrough with the contractors in August 2012. On Thursday, August 30, 2012, staff received and opened three bid proposals for the 10333 Pradera Avenue Landscape Construction Project. The bid results are as follows:

<i>Contractor</i>	<i>Bid Amount</i>
Landscape Architect's Estimate	\$16,100.00
Jaramillo Construction	\$18,350.00
L & J Landscaping, Inc.	\$20,439.00
Southern California Landscape, Inc.	\$21,822.20

All proposals were reviewed for completeness and accuracy. The apparent low bidder, Jaramillo Construction, provided all the required documents and was deemed the lowest responsible, responsive bidder for the project. It appears the company has the personnel,

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

equipment, and job experience necessary to complete the project in accordance with the plans and specifications.

FISCAL IMPACT: Funding for the 10333 Pradera Avenue Landscape Construction Project is included in the Montclair Housing Corporation Fiscal Year 2012-13 Budget.

RECOMMENDATION: Staff recommends the Montclair Housing Corporation Board of Directors take the following actions related to the 10333 Pradera Avenue Landscape Construction Project:

1. Award a contract to Jaramillo Construction in the amount of \$18,350.
2. Approve Agreement No. 12-94 between the Montclair Housing Corporation and Jaramillo Construction.
3. Authorize a \$1,835 construction contingency.

MONTCLAIR HOUSING CORPORATION

CONSTRUCTION CONTRACT

10333 PRADERA AVENUE LANDSCAPE CONSTRUCTION PROJECT

THIS CONTRACT is made and effective as of September 17, 2012, between the Montclair Housing Corporation (MHC), a nonprofit housing corporation ("Corporation"), and C & H Jaramillo Construction, Inc., DBA Jaramillo Construction ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Contract shall commence on September 18, 2012, and shall remain and continue in effect for a period of thirty (30) working days until tasks described herein are completed but in no event later than November 7, 2012, unless sooner terminated pursuant to the provisions of this Contract.

2. SERVICES

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

3. PERFORMANCE

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

4. CITY MANAGEMENT

The Assistant Director of Redevelopment or her designee shall represent the Corporation in all matters pertaining to the administration of this Contract, review and approve all products submitted by Contractor, but not including the authority to enlarge the Tasks to be performed or change the compensation due to Contractor. The Assistant Director shall be authorized to act on the Corporation's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Contractor's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The Corporation agrees to pay Contractor monthly in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed \$18,350 for the total term of the Contract unless additional payment is approved as provided in this Contract.

(b) Contractor shall not be compensated for any services rendered in connection with its performance of this Contract that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Assistant Director. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by the Assistant Director and Contractor at the time Corporation's written authorization is given to Contractor for the performance of said services. The Executive Director may approve additional work not to exceed ten percent (10%) of the amount of the Contract. Any additional work in excess of this amount shall be approved by the Corporation Board of Directors.

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

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

6. SUSPENSION OR TERMINATION OF CONTRACT WITHOUT CAUSE

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

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

7. DEFAULT OF CONTRACTOR

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

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

8. OWNERSHIP OF DOCUMENTS

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

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

9. INDEMNIFICATION

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

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless Corporation and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged, or threatened including attorney's fees and costs, court costs, interest,

defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Contract by Contractor or by any individual or entity for which Contractor is legally liable including, but not limited to, officers, agents, employees, or subcontractor of Contractor. Said indemnification shall include any claim that Contractor, or Contractor's employees or agents, are considered to be employees of the Corporation or are entitled to any employee benefits from Corporation including, but not limited to, those available under Public Employees Retirement Law.

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

10. INSURANCE

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

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

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

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

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

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

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

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

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

(h) General Insurance Requirements: All insurance required by express provision of this Contract shall be carried only in responsible insurance companies licensed to do business in the State of California. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer, insured and all subcontractors waive the right of subrogation against Corporation and Corporation's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by Corporation; and (3) they cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to Corporation by certified mail. Contractor shall furnish Corporation with copies of all such policies. Contractor may effect for its own account insurance not required under this Contract.

11. INDEPENDENT CONTRACTOR

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

employees, or agents of the Corporation. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against Corporation or bind Corporation in any manner.

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

12. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of state and federal laws and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Contract. The Contractor shall at all times observe and comply with all such laws and regulations. The Corporation, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

13. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Corporation of Montclair in connection with the award, terms, or implementation of this Contract including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Montclair Housing Corporation will receive compensation, directly or indirectly, from Contractor, or from any officer, employee, or agent of Contractor, in connection with the award of this Contract or any work to be conducted as a result of this Contract. Violation of this Section shall be a material breach of this Contract entitling the Corporation to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

(b) Contractor shall promptly notify Corporation should Contractor, its officers, employees, agents or subcontractor's be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other

discovery request, court order, or subpoena from any person or party regarding this Contract and the work performed thereunder or with respect to any project or property located within the Corporation. Corporation retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with Corporation and to provide the opportunity to review any response to discovery requests provided by Contractor. However, Corporation's right to review any such response does not imply or mean the right by Corporation to control, direct, or rewrite said response.

(c) Contractor covenants that neither he/she nor any office or principal of their firm has any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Contract, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the Corporation or the study area and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any contract or contracts with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the Corporation or the study area prior to the completion of the work under this Contract.

16. NOTICES

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

To Corporation: Christine S. Caldwell
Assistant Director of Redevelopment
Montclair Housing Corporation
5111 Benito Street
Montclair, CA 91763

To Contractor: C & H Jaramillo Construction, Inc.
dba Jaramillo Construction
565 West Second Street, Loft 9
Pomona, CA 91766

17. ASSIGNMENT

The Contractor shall not assign the performance of this Contract, nor any part thereof, nor any moneys due hereunder, without prior written consent of the Corporation. Because of the personal nature of the services to be rendered pursuant to this Contract, only Jaramillo Construction shall perform the services described in this Contract.

Contractor's responsible employee may use assistants, under his direct supervision, to perform some of the services under this Contract. Contractor shall provide Corporation fourteen

(14) days' notice prior to the departure of the responsible employee from Contractor's employ. Should he leave Contractor's employ, the Corporation shall have the option to immediately terminate this Contract, within three (3) days of the close of said notice period. Upon termination of this Contract, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Corporation Council and the Contractor.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE CONTRACT

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

21. CONFIDENTIALITY

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

22. DISCRIMINATION

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

23. ATTORNEY FEES

In the event any legal action is commenced to enforce this Contract, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

24. AUTHORITY TO EXECUTE THIS CONTRACT

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

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

CORPORATION:

MONTCLAIR HOUSING CORPORATION

CONTRACTOR:

**C & H JARAMILLO CONSTRUCTION, INC.
DBA JARAMILLO CONSTRUCTION**

Paul M. Eaton
Chairman

Hugo Jaramillo
Chief Executive Officer

ATTEST:

Yvonne L. Smith
Secretary

AGENDA REPORT

<p>SUBJECT: CONSIDER MONTCLAIR HOUSING CORPORATION BOARD OF DIRECTORS' AWARD OF CONTRACT TO L & J LANDSCAPING, INC., IN THE AMOUNT OF \$22,788</p> <p>CONSIDER MONTCLAIR HOUSING CORPORATION BOARD OF DIRECTORS' APPROVAL OF AGREEMENT NO. 12-95 WITH L & J LANDSCAPING, INC., FOR THE 4811 AND 4820 CANOGA STREET LANDSCAPE CONSTRUCTION PROJECT</p> <p>CONSIDER AUTHORIZATION OF A \$2,278 CONSTRUCTION CONTINGENCY</p>	<p>DATE: September 17, 2012</p> <p>SECTION: AGREEMENTS</p> <p>ITEM NO.: 6</p> <p>FILE I.D.: MHC025</p> <p>DEPT.: MHC</p>
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REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to consider award of a contract to and approval of an agreement with L & J Landscaping, Inc., for the 4811 and 4820 Canoga Street Landscape Construction Project.

A copy of proposed Agreement No. 12-95 is attached for the Montclair Housing Corporation Board of Directors' review and consideration.

BACKGROUND: The Montclair Housing Corporation Fiscal Year 2012-13 Budget includes funding for landscape improvements at the 4811 and 4820 Canoga Street apartments. The project incorporates a drought-tolerant landscape plan consistent with the mid-century design of the apartment buildings. The 28-unit apartment complexes have undergone an extensive exterior renovation. The landscape project is the final element to the apartment renovation. Landscape improvements include a new state-of-the-art irrigation system, installation of a SMART irrigation system clock, granite boulders, the use of rock and decomposed granite materials, and new planting materials that includes the use of a variety of succulents.

Montclair Housing Corporation staff solicited proposals from six contractors and conducted an onsite walkthrough in August 2012. On Thursday, August 30, 2012, staff received and opened three bid proposals for the 4811 and 4820 Canoga Street Landscape Construction Project. The bid results are as follows:

<i>Contractor</i>	<i>Bid Amount</i>
Landscape Architect's Estimate	\$15,200.00
L & J Landscaping, Inc.	\$22,788.00
Jaramillo Construction	\$23,600.00
Southern California Landscape, Inc.	\$23,932.20

<p>Prepared by: <u>Christine P. Caldwell</u></p> <p>Proofed by: <u>Arnie L. Smith</u></p>	<p>Reviewed and Approved by: <u>M. STARRS</u></p> <p>Presented by: <u>[Signature]</u></p>
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All proposals were reviewed for completeness and accuracy. The apparent low bidder, L & J Landscaping, Inc., provided all of the required documents and was deemed the lowest responsible, responsive bidder for the project. It appears the company has the personnel, equipment, and job experience necessary to complete the project in accordance with the plans and specifications.

FISCAL IMPACT: Funding for the 4811 and 4820 Canoga Street Landscape Construction Project is included in the Montclair Housing Corporation Fiscal Year 2012-13 Budget.

RECOMMENDATION: Staff recommends the Montclair Housing Corporation Board of Directors take the following actions related to the 4811 and 4820 Canoga Street Landscape Construction Project:

1. Award a contract to L & J Landscaping, Inc., in the amount of \$22,788.
2. Approve Agreement No. 12-95 with L & J Landscaping, Inc.
3. Authorize a \$2,278 construction contingency.

MONTCLAIR HOUSING CORPORATION

CONSTRUCTION CONTRACT

4811 AND 4820 CANOGA STREET LANDSCAPE CONSTRUCTION PROJECT

THIS CONTRACT is made and effective as of September 17, 2012, between the Montclair Housing Corporation (MHC), a nonprofit housing corporation ("Corporation"), and L & J Landscaping, Inc., ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Contract shall commence on September 18, 2012, and shall remain and continue in effect for a period of thirty (30) working days until tasks described herein are completed but in no event later than November 7, 2012, unless sooner terminated pursuant to the provisions of this Contract.

2. SERVICES

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

3. PERFORMANCE

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

4. CITY MANAGEMENT

The Assistant Director of Redevelopment or her designee shall represent the Corporation in all matters pertaining to the administration of this Contract, review and approve all products submitted by Contractor, but not including the authority to enlarge the Tasks to be performed or change the compensation due to Contractor. The Assistant Director shall be authorized to act on the Corporation's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Contractor's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The Corporation agrees to pay Contractor monthly in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed \$22,788 for the total term of the Contract unless additional payment is approved as provided in this Contract.

(b) Contractor shall not be compensated for any services rendered in connection with its performance of this Contract that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Assistant Director. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by the Assistant Director and Contractor at the time Corporation's written authorization is given to Contractor for the performance of said services. The Executive Director may approve additional work not to exceed ten percent (10%) of the amount of the Contract. Any additional work in excess of this amount shall be approved by the Corporation Board of Directors.

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

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

6. SUSPENSION OR TERMINATION OF CONTRACT WITHOUT CAUSE

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

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

7. DEFAULT OF CONTRACTOR

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

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

8. OWNERSHIP OF DOCUMENTS

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

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

9. INDEMNIFICATION

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

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless Corporation and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged, or threatened including attorney's fees and costs, court costs, interest,

defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Contract by Contractor or by any individual or entity for which Contractor is legally liable including, but not limited to, officers, agents, employees, or subcontractor of Contractor. Said indemnification shall include any claim that Contractor, or Contractor's employees or agents, are considered to be employees of the Corporation or are entitled to any employee benefits from Corporation including, but not limited to, those available under Public Employees Retirement Law.

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

10. INSURANCE

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

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

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

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

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

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

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

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

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

(h) General Insurance Requirements: All insurance required by express provision of this Contract shall be carried only in responsible insurance companies licensed to do business in the State of California. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer, insured and all subcontractors waive the right of subrogation against Corporation and Corporation's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by Corporation; and (3) they cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to Corporation by certified mail. Contractor shall furnish Corporation with copies of all such policies. Contractor may effect for its own account insurance not required under this Contract.

11. INDEPENDENT CONTRACTOR

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

employees, or agents of the Corporation. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against Corporation or bind Corporation in any manner.

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Corporation of Montclair in connection with the award, terms, or implementation of this Contract including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Montclair Housing Corporation will receive compensation, directly or indirectly, from Contractor, or from any officer, employee, or agent of Contractor, in connection with the award of this Contract or any work to be conducted as a result of this Contract. Violation of this Section shall be a material breach of this Contract entitling the Corporation to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

(b) Contractor shall promptly notify Corporation should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other

discovery request, court order, or subpoena from any person or party regarding this Contract and the work performed thereunder or with respect to any project or property located within the Corporation. Corporation retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with Corporation and to provide the opportunity to review any response to discovery requests provided by Contractor. However, Corporation's right to review any such response does not imply or mean the right by Corporation to control, direct, or rewrite said response.

(c) Contractor covenants that neither he/she nor any office or principal of their firm has any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Contract, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the Corporation or the study area and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any contract or contracts with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the Corporation or the study area prior to the completion of the work under this Contract.

16. NOTICES

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

To Corporation: Christine S. Caldwell
Assistant Director of Redevelopment
Montclair Housing Corporation
5111 Benito Street
Montclair, CA 91763

To Contractor: L & J Landscaping, Inc.
8215 Saddle Creek Drive
Riverside, CA 92509

17. ASSIGNMENT

The Contractor shall not assign the performance of this Contract, nor any part thereof, nor any moneys due hereunder, without prior written consent of the Corporation. Because of the personal nature of the services to be rendered pursuant to this Contract, only L & J Landscaping, Inc., shall perform the services described in this Contract.

Contractor's responsible employee may use assistants, under his direct supervision, to perform some of the services under this Contract. Contractor shall provide Corporation fourteen (14) days' notice prior to the departure of the responsible employee from Contractor's employ.

Should he leave Contractor's employ, the Corporation shall have the option to immediately terminate this Contract, within three (3) days of the close of said notice period. Upon termination of this Contract, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Corporation Council and the Contractor.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE CONTRACT

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

21. CONFIDENTIALITY

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

22. DISCRIMINATION

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

23. ATTORNEY FEES

In the event any legal action is commenced to enforce this Contract, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

24. AUTHORITY TO EXECUTE THIS CONTRACT

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

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

CORPORATION:

CONTRACTOR:

MONTCLAIR HOUSING CORPORATION

L & J LANDSCAPING, INC.

Paul M. Eaton
Chairman

Lester Carroll
Chief Executive Officer

ATTEST:

Yvonne L. Smith
Secretary

AGENDA REPORT

SUBJECT: CONSIDER MONTCLAIR COMMUNITY
FOUNDATION BOARD OF DIRECTORS'
ADOPTION OF RESOLUTION NO. 12-01
ADOPTING THE FOUNDATION BYLAWS

DATE: September 17, 2012

SECTION: RESOLUTIONS

ITEM NO.: 1

FILE I.D.: MCF050

DEPT.: MCF

REASON FOR CONSIDERATION: The Montclair Community Foundation (MCF) Board of Directors is requested to consider adoption of Resolution No. 12-01 adopting the revised Bylaws of the Foundation.

A copy of proposed Resolution No. 12-01 with the revised Bylaws attached as Exhibit A is attached for the MCF Board of Directors' review and consideration.

BACKGROUND: The City Council approved formation of the MCF and the MCF Bylaws at its regular meeting of January 20, 2009, to provide a vehicle for enhanced utilization of grant funding opportunities for the City of Montclair. Very minor modifications have been made to the Bylaws.

The MCF Bylaws specify its organizational structure, duties, and operational guidelines. The MCF Board of Directors' approval of the Bylaws would legally authorize the Foundation to begin functioning as a viable entity and imbues the Foundation with all of the rights and duties assigned to it through Section 501(c)(3) of the amended Internal Revenue Code of 1986.

Following are the salient points of the Bylaws:

1. MCF is organized to coordinate community programs, sponsor community events, provide outreach services; conduct educational seminars, offer assistance programs that improve the lives of residents; promote the interests of residents; and secure operating revenues through donations, grants, and fundraisers.
2. MCF's principal office is located at 5111 Benito Street, Montclair, California.
3. The authorized number of Directors shall be five (5).
4. The members of the Montclair City Council shall serve as Directors. The term of each Director shall coincide with his or her term of office as a City Council Member.
5. The Board shall meet at least once yearly and may meet as frequently as determined necessary to manage and direct the MCF.

Prepared by:

M. Richter

Proofed by:

Christina Smedley

Reviewed and
Approved by:

Presented by:

[Signature]
[Signature]

6. A quorum of the Board of Directors must be present to conduct business.
7. Each action of the Directors is subject to the provisions of the California Nonprofit Public Benefit Corporation Law.
8. Officers of MCF shall be a Chairperson, Vice Chairperson, Secretary, Treasurer, and such other officers including an Executive Director as the Board of Directors may appoint.
9. Compensation is not paid to the MCF Board of Directors.
10. MCF has the right to indemnify its Directors and Officers.

FISCAL IMPACT: Approval of the MCF Bylaws would have no fiscal impact on the City.

RECOMMENDATION: Staff recommends the Montclair Community Foundation Board of Directors adopt Resolution No. 12-01 adopting the Foundation Bylaws.

RESOLUTION NO. 12-01

**A RESOLUTION OF THE MONTCLAIR
COMMUNITY FOUNDATION ADOPTING
BYLAWS FOR THE MONTCLAIR COMMU-
NITY FOUNDATION, A CALIFORNIA NON-
PROFIT PUBLIC BENEFIT CORPORATION**

WHEREAS, the City of Montclair has approved the formation of the Montclair Community Foundation and the Corporation Bylaws; and

WHEREAS, the Montclair Community Foundation's purpose is to coordinate community programs, sponsor community events, provide outreach services, conduct educational seminars, offer assistance programs that improve the lives of residents, promote the interests of residents, and secure operating revenues through donations, grants, and fundraisers; and

WHEREAS, the Montclair Community Foundation is organized exclusively for charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future United States internal revenue law and shall not carry on any other activities not permitted to be carried on by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States internal revenue law;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Montclair Community Foundation does hereby does find, determine, and order as follows:

Section 1. The Bylaws, attached hereto as Exhibit A, will help to carry into effect the powers and purposes of the aforesaid Montclair Community Foundation and are not inconsistent therewith.

Section 2. The Bylaws, attached hereto as Exhibit A and by this reference made a part hereof as though set forth in full, are hereby adopted as the Bylaws for the Montclair Community Foundation.

APPROVED AND ADOPTED this XX day of XX, 2012.

Chairman

ATTEST:

Secretary

I, Yvonne L. Smith, Secretary of the Montclair Community Foundation, DO HEREBY CERTIFY that Resolution No. 12-01 was duly adopted by the Foundation Board of Directors at a regular meeting thereof held on the XX day of XX, 2012, and that it was adopted by the following vote, to-wit:

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

Yvonne L. Smith
Secretary

BYLAWS OF

The Montclair Community Foundation A California Nonprofit Public Benefit Corporation

PREAMBLE

SECTION 1. NONPROFIT CORPORATION. The Montclair Community Foundation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for educational, charitable and scientific purposes. The name of this corporation shall be the Montclair Community Foundation, hereinafter called "Corporation."

SECTION 2. PURPOSES. The specific purpose for which this Corporation is organized is to coordinate community programs, sponsor community events, provide outreach services, conduct educational seminars, offer assistance programs that improve the lives of residents, promote the interests of residents, and secure operating revenues through donations, grants, and fundraisers.

SECTION 3. LIMITATIONS. This Corporation is organized exclusively for charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future United States internal revenue law. Notwithstanding any other provisions of these Bylaws, the Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this Corporation, and the Corporation shall not carry on any other activities not permitted to be carried on (i) by a corporation exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States internal revenue law; or (ii) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended or the corresponding provision of any future United States internal revenue law. This Corporation shall operate for the welfare of residents of the City of Montclair.

SECTION 4. BROWN ACT. This Corporation is governed by the Ralph M. Brown Act, found in the California Government Code, Section 54950, *et. seq.* (hereinafter "the Brown Act").

ARTICLE I

OFFICES

SECTION 1. PRINCIPAL OFFICE. The Corporation's principal office is fixed and located at 5111 Benito Street, Montclair, California 91763. The Board of Directors (herein called the "Board") is granted full power and authority to change said principal office from one location to another within the County of San Bernardino, California. Any such change shall be noted on the Bylaws by the Secretary, opposite this section, or this section may be amended to state the new location.

SECTION 2. OTHER OFFICES. Branch or subordinate offices are not to be established at any time by the Board at any place or places within or without the State of California.

ARTICLE II
MEMBERSHIP

SECTION 1. MEMBERS. This Corporation shall have no members. Any action which would otherwise require approval by a majority of the members or approval by the members shall only require approval of the Board. All rights which would otherwise vest in the members, as defined in Section 5056 of the California Nonprofit Corporation law, shall vest in the directors.

SECTION 2. ASSOCIATES. Nothing in this Article II shall be construed as limiting the right of the Corporation to refer to persons associated with it as "members" even though such persons are not members within the meaning of Section 5056 of the California Nonprofit Corporation Law.

ARTICLE III
DIRECTORS

SECTION 1. POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to the limitations of the Articles of Incorporation and these Bylaws, the activities and affairs of the Corporation shall be conducted and all corporate powers shall be exercised, by or under the direction of the Board pursuant to the Board's duties, activities, and legal and fiduciary responsibilities as elected members of the Montclair City Council. The Board may delegate the day-to-day management of the activities of the Corporation to any person or persons, Executive Director or his/her designee, a management company, or committee however composed; provided such delegation does not include those powers and responsibilities specifically reserved to the Board, either by state or federal law, protocol, custom, Ordinance, or action of the Board to reserve such powers and/or responsibilities so enumerated; and provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers enumerated in these Bylaws:

(a) To the extent that such authority may exist within or outside of civil service laws, state or federal law, regulations, and court rulings, the Board acting only in its capacity as the City Council of the City of Montclair shall have authority to select and remove the Executive Director and agents of the Corporation; prescribe powers and duties for the Executive Director consistent with law, Articles of Incorporation and these Bylaws; fix compensation, if any, for services to the Corporation; and require from agents of the Corporation security for faithful performance of duties;

(b) To conduct, manage and control the affairs and activities of the Corporation and to make such rules and regulations therefore not inconsistent with law, the Articles of Incorporation or these Bylaws, and within the Board's capacity as elected members of the City Council of the City of Montclair, as they may deem best;

(c) To adopt, make, and use a corporate seal and to alter the form of such seal from time to time as they may deem best;

(d) To borrow money and incur indebtedness on behalf of and for the purposes of the Corporation, and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities;

(e) To change the principal office or the principal business office in Montclair California from one location in the City to another location within the City of Montclair, provided such location shall be consistent with the time and place designated for meetings of the City Council of the City of Montclair;

(f) To implement programs in furtherance of the Corporation's purposes.

SECTION 2. NUMBER OF DIRECTORS. The authorized number of directors shall be five (5).

SECTION 3. SELECTION OF DIRECTORS. The members of the City Council of the City of Montclair, California, shall serve as directors of the Corporation. The term of each director shall coincide with his or her term of office as a City Council Member of the City of Montclair; and each member of the Board shall serve as a director of the Corporation throughout his or her term of office as a City Council Member of the City of Montclair.

SECTION 4. VACANCIES.

(a) **Resignation.** Resignation from the Board by any director shall only occur concurrent with a director resigning his or her position as a member of the City Council of the City of Montclair. Written notice of resignation shall be provided to the Chairman of the Board. The resignation shall be effective when the notice is given, unless the notice specifies a later time for the effectiveness of such resignation.

(b) **Events Causing Vacancies.** A vacancy or vacancies on the Board shall be deemed to exist in case of (1) the death or resignation of any director, or any circumstance that results in a Board Member vacating his or her position as member of the City Council of the City of Montclair.

(c) **Filling Vacancies.** Vacancies on the Board may only be filled in a manner proscribed for filling a corresponding vacant seat for City Council of the City of Montclair. The successor to a vacated position on the City Council of the City of Montclair shall automatically fill the vacated position and assume any role as officer of the Board that may correspond with the Board Member's position on the City Council of the City of Montclair.

SECTION 5. PLACE OF MEETING. Meetings of the Board shall be held at any place within the City of Montclair, State of California, designated for meetings of the City Council of the City of Montclair, or such other place of meeting designated by the City Council of the City of Montclair, and which is consistent with the requirements of the Brown Act.

SECTION 6. NUMBER OF MEETINGS. The Board shall meet at least once a year and may meet as frequently as considered necessary to manage and direct the Corporation. All meetings of the Board shall be conducted at the same time and place as designated for meetings of the City Council of the City of Montclair; and such meetings shall be called to order and such business conducted as a formal item on the agenda of the City Council of the City of Montclair sitting as the Board.

SECTION 7. QUORUM. A quorum of the Board shall be three (3)—the number of Board Members proscribed for a quorum of City Council Members of the City of Montclair. Every action taken or decision made by a quorum of the directors present at a meeting duly held at which a quorum is present shall be regarded as an official act of the Board.

SECTION 8. NOTICE AND AGENDA REQUIREMENTS OF MEETINGS. Notice of the meetings shall be given as required by the Brown Act. Meetings shall be conducted as required under the Brown Act, including but not limited to the posting of agendas.

SECTION 9. ADJOURNED MEETINGS. Any meeting can be adjourned and readjourned to a time and place specified in the order of adjournment. Less than a quorum may so adjourn a meeting; and if no member of the Board is present, the clerk or secretary may adjourn the meeting. If a meeting is adjourned for less than five calendar days, no new agenda need be posted so long as a new item of business is not introduced. A copy of the order of adjournment must be posted within 24 hours after the adjournment, at or near the door of the place where the meeting was held.

SECTION 10. COMMITTEES – IN GENERAL. The Board may appoint one or more committees, each consisting of two or more directors and any number of other persons who are not directors. Except for those powers and responsibilities specifically reserved to the Board, either by state or federal law, protocol, custom, ordinance, or action of the Board to reserve such powers and/or responsibilities the Board may delegate to such committees any of the authority of the Board except with respect to:

(a) The taking of any final action for which the California Nonprofit Public Benefit Corporation Law also requires approval of the members or approval of a majority of all members;

(b) The filling of vacancies on the Board or on any committee that has the authority of the Board;

(c) The amendment or repeal of Bylaws or the adoption of the new Bylaws;

(d) The amendment or repeal of any resolution of the Board which by its express terms is not so amenable or repealable;

(e) The appointment of other committees of the Board or the members of committees of the Board;

(f) The expenditure of corporate funds for any purpose; or

(g) The approval of any contract or transaction to which the Corporation is a party. Any such committee must be created, and the members thereof appointed, by Resolution adopted by a majority of the authorized number of directors then in office, provided a quorum is present, and any such committee may be designated by such name as the Board shall specify. The Board may appoint, in the same manner, alternate members of any such committee, who may replace any absent member at any meeting of the committee. The Board shall have the power to prescribe rules for the government of any such committee, provided they are consistent with these Bylaws or, in the absence of any such prescription, the committee may adopt such rules. The meetings and other actions of any such committee shall be governed by, held, and taken in accordance with the provisions of this Article III applicable to meetings and actions of the Board. Minutes shall be kept of each meeting of such committee.

SECTION 11. FEES AND COMPENSATION. Directors and members of committees shall not receive compensation for their services, however, directors may receive such reimbursement for expenses actually incurred, as may be fixed or determined by the Board consistent with the purposes of this Corporation.

SECTION 12. PARTICIPATION IN MEETINGS BY CONFERENCE TELEPHONE. Members of the Board may participate in a meeting through use of conference telephone or similar communications equipment, so long as all requirements of the Brown Act are met.

ARTICLE IV

OFFICERS

SECTION 1. OFFICERS. Officers of the Corporation shall be a Chairperson, Vice Chairperson, Executive Director, Secretary, Treasurer, and such other officers as the Board of Directors may appoint. The Mayor of the City Council of the City of Montclair shall serve as Chairperson, and the Mayor Pro Tem of the City Council of the City of Montclair shall serve as Vice Chairperson. The Chairperson of the Board shall preside at all meetings of the Board and exercise and perform such other powers and duties as may be required by the Articles of Incorporation, these Bylaws, state or federal law, local ordinance, or such rules, regulations, procedures and customs of the Board. In the absence or disability of the Chairperson, the Vice Chairperson shall perform all duties of the Chairperson. The Vice Chairperson shall have such other powers and perform such other duties as may be prescribed from time to time by the Board. In the event of the absence of the both the Chairperson and Vice Chairperson, and provided a quorum exists, members shall nominate and vote on a member in attendance to chair the meeting. Officers of the Board shall serve in their positions indefinitely, provided they remain in their corollary positions on the City Council of the City of Montclair; *i.e.*, the elected Mayor of the City Council of the City of Montclair shall always serve as Chairperson, and the appointed Mayor Pro Tem shall always serves as Vice Chairperson.

SECTION 2. REMOVAL AND RESIGNATION. No officer may be removed, either with or without cause, by the Board at any time; except that an officer shall be removed if, in his or her capacity as a City Council Member of the City of Montclair, such member is removed from that body by recall of the voters of the City of Montclair; by order of a court of competent jurisdiction; or by such method, process, or procedure as established by federal or state law or local ordinance. Such removal from the Board shall become effective concurrent with the date and time of removal as a member of the City Council of the City of Montclair.

Resignation from the Board or position of officer shall only occur concurrent with a director resigning his or her position as a member of the City Council of the City of Montclair. Written notice of resignation shall be provided to the Chairman of the Board. The resignation shall be effective when the notice is given, unless the notice specifies a later time for the effectiveness of such resignation.

SECTION 3. VACANCIES. A vacancy in any officer position may only be filled in a manner proscribed for replacement of a Board Member's position as a member of the City Council of the City of Montclair. Any successor to a Board Member's vacated position on the City Council of the City of Montclair shall automatically fill the vacated officer's position on the Board.

SECTION 4. CHAIRPERSON OF THE BOARD. The Mayor of the City Council of the City of Montclair shall serve as Chairperson. The Chairperson of the Board will preside at all meetings of the Board and exercise and perform such other powers and duties as may be assigned by the Board from time to time.

SECTION 5. VICE CHAIRPERSON. The Mayor Pro Tem of the City Council of the City of Montclair shall serve as Vice Chairperson. In the absence or disability of the Chairperson, the Vice Chairperson shall perform all duties of the Chairperson. The Vice Chairperson shall have such other powers and perform such other duties as may be prescribed from time to time by the Board of Directors. The position of Vice Chairperson shall rotate to correspond with rotation of the appointed Mayor Pro Tem of the City Council of the City of Montclair.

SECTION 6. SECRETARY. The City Clerk or Deputy City Clerk of the City of Montclair shall serve as Secretary to the Board. The Secretary shall keep or cause to be kept, at the principal office or such other place as the Board may order, a book of minutes of all meetings of the Board and its committees. The minutes of meetings shall include the time and place of holding, the notice given, the names of those present at Board and committee meetings, and the proceedings thereof. The Secretary shall keep, or cause to be kept, at the principal office in the City of Montclair, State of California the original or a copy of the Corporation's Articles and Bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and any committees thereof required by these Bylaws or by law to be given, shall keep the seal of the Corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

SECTION 7. TREASURER. The City's Director of Finance shall serve as the Treasurer and fiscal signatory for all grant related financial reports. The Treasurer of the Corpora-

tion shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the properties and business transactions of the Corporation. The Treasurer shall send or cause to be sent to the directors, no later than 120 days after the close of the Corporation's fiscal year, such financial statements and annual reports and statements as are required to be given by law, these Bylaws or the Board. The books of account shall at all reasonable times be open to inspection by any director.

The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board, shall render to the President, Chairman of the Board, if any, and the directors, whenever they request it, an account of all transactions as Treasurer and of the financial condition of the Corporation and shall have such other powers and perform such other duties as may be prescribed by the Board.

SECTION 8. EXECUTIVE DIRECTOR. The City Manager shall serve as Executive Director of the Corporation. The Executive Director shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and the officers of the Corporation. He or she shall exercise the duties usually vested in the Executive Director of a corporation and perform such other powers and duties as may be assigned to him from time to time by the Board of Directors or prescribed by the Bylaws.

SECTION 9. FEES AND COMPENSATION. Officers shall not receive compensation for their services; however, officers may receive reimbursement for expenses actually incurred.

ARTICLE V

OTHER PROVISIONS

SECTION 1. CONSTRUCTION AND DEFINITIONS. Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the General Provisions of the California Nonprofit Corporation Law and in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws.

SECTION 2. AMENDMENTS. Except as set forth below, and except as set forth herein as to the composition of the Board and its officers, the Board may adopt, amend, or repeal Bylaws by an action or decision of a majority of the directors.

SECTION 3. ENDORSEMENT OF DOCUMENTS; CONTRACTS. Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance, or other instrument in writing and any assignment or endorsement thereof executed or entered into between the Corporation and any other person, when signed by any one of the Chairperson of the Board or any Vice Chairperson and by any one of the Secretary or any Assistant Secretary of the Corporation, shall be valid and binding on the Corporation in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person or persons, and in the manner, time to time determined by the Board. Unless so authorized by the

Board, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

ARTICLE VI

INDEMNIFICATION

SECTION 1. DEFINITIONS. For the purposes of this Article VI, "agent" means any person who is or was a director, officer, employee or other agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise or was a director, officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation; "proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and "expenses" includes without limitation attorneys' fees and any expenses of establishing a right to indemnification under Section 4 or 5(c) of this Article VI.

SECTION 2. INDEMNIFICATION IN ACTIONS BY THIRD PARTIES. The Corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Corporation to procure a judgment in its favor, an action brought under Section 5233 of the California Non-profit Public Benefit Corporation Law, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty related to assets held in charitable trust) by reason of the fact that such person is or was an agent of the Corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the Corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

SECTION 3. INDEMNIFICATION IN ACTIONS BY OR IN THE RIGHT OF THE CORPORATION. The Corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of the Corporation, or brought under Section 5233 of the California Nonprofit Public Benefit Corporation Law, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the Corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the Corporation and with such care,

including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Provided, however, no indemnification shall be made under this Section 3:

(a) In respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation in the performance of such person's duty to the Corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;

(b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(c) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval unless it is settled with the approval of the Attorney General.

SECTION 4. INDEMNIFICATION AGAINST EXPENSES. To the extent that an agent of the Corporation has been successful on the merits in the defense of any proceeding referred to in Section 2 or 3 of this Article VI or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

SECTION 5. REQUIRED DETERMINATIONS. Except as provided in Section 4 of this Article VI, any indemnification under this Article VI shall be made by the Corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 2 or 3 of this Article VI, by:

(a) A majority vote of the quorum consisting of directors who are not parties to such proceeding;

(b) Approval of the voting members (if any), with the persons to be indemnified not being entitled to vote thereon; or

(c) The court in which such proceeding is or was pending upon application made by the Corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the Corporation.

SECTION 6. ADVANCE OF EXPENSES. Expenses incurred in defending any proceeding may be advanced by the Corporation as authorized in Section 5238 of the California Nonprofit Corporation Law prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article VI.

SECTION 7. OTHER INDEMNIFICATION. No provision made by the Corporation to indemnify its or its subsidiary's directors or officers for the defense of any proceeding,

whether contained in the Articles of Incorporation, Bylaws, a resolution of voting members (if any) or directors, an agreement or otherwise, shall be valid unless consistent with this Article VI. Nothing contained in this Article VI shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

SECTION 8. FORMS OF INDEMNIFICATION NOT PERMITTED. No indemnification or advance shall be made under this Article VI, except as provided in Section 4 of 5(c), in any circumstances where it appears:

(a) That it would be inconsistent with a provision of the Articles, Bylaws, a resolution of the voting members (if any) or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

SECTION 9. INSURANCE. The Corporation shall have power to purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the Corporation would have the power to indemnify the agent against such liability under the provisions of this Article VI; provided, however, that a corporation shall have no power to purchase and maintain such insurance to indemnify any agent of the Corporation for a violation of Section 5233 of the California Nonprofit Public Benefit Corporation Law.

SECTION 10. NONAPPLICABILITY TO FIDUCIARIES OF EMPLOYEE BENEFIT PLANS. This Article VI does not apply to any proceeding against any trustee, investment manager, or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent of the Corporation as defined in Section 1 of this Article VI. The Corporation shall have power to indemnify such trustee, investment manager or other fiduciary to the extent permitted by Section 207(f) of the California General Corporation Law.

CERTIFICATE OF SECRETARY

I, Yvonne L. Smith, certify that I am the duly elected and acting Secretary of Montclair Community Corporation, a California Nonprofit Public-Benefit Corporation, and that the above Bylaws, consisting of 11 pages, are the Bylaws of the Corporation as adopted by the Incorporator as of _____, 2012.

Executed on _____, 2012, at _____, California.

By: _____
Yvonne L. Smith
Secretary

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON TUESDAY,
SEPTEMBER 4, 2012, AT 7:30 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Eaton called the meeting to order at 7:30 p.m.

II. ROLL CALL

Present: Mayor Eaton; Mayor Pro Tem Raft; and City Manager Starr

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of August 20, 2012.

Moved by City Manager Starr, seconded by Mayor Pro Tem Raft, and carried unanimously to approve the minutes of the Personnel Committee meeting of August 20, 2012.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

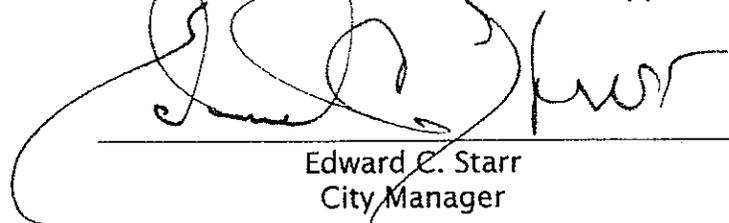
At 7:31 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 7:50 p.m., the Personnel Committee returned from Closed Session. Mayor Eaton stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 7:50 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager

CITY OF MONTCLAIR

TREASURER'S REPORT

FOR THE MONTH ENDING

August 31, 2012

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SCHEDULE 3:

STATEMENT OF CASH AND INVESTMENT ACCOUNTS

GRAPH

CASH AND INVESTMENTS BY ACCOUNT

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

August 31, 2012

COMPLIANCE STATEMENT

As of August 31, 2012, the City had \$3,049,339 invested in long-term securities. This amount is 9.84 percent and is within the 50 percent limitation established in the 2012 investment policy.

As of August 31, 2012, the City had 90.16 percent of the total portfolio invested to mature within one year. This is more than the 15 percent minimum required by 2012 investment policy.

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


Janet Kulbesk
Junior Accountant

INVESTMENT STRATEGY FOR THE MONTH OF SEPTEMBER 2012

During September surplus moneys will be invested in the Local Agency Investment Fund and other investments authorized in the 2012 Investment Policy. The City has sufficient funds available to meet expenditures during the six month period ending February 28, 2013.

CITY OF MONTCLAIR
STATEMENT OF CASH AND INVESTMENTS BY FUND
AS OF August 31, 2012

Fund	Beginning Balance	Receipts	Disbursements	Interfund Transfers	Ending Balance
General Fund	(\$156,391.15)	\$2,810,665.10	\$3,474,462.18	\$8,357.76	(\$811,830.47) (1)
Gas Tax Fund	\$1,271,616.23	\$1,119,267.27	\$122,548.66	\$0.00	\$2,268,334.84
Measure I Fund	\$797,426.24	\$52,332.28	\$280.00	(\$71,933.19)	\$777,545.33
Traffic Safety Fund	\$85,613.72	\$5,140.61	\$0.00	\$5,177.68	\$95,932.01
Park Development Fund	\$383,069.51	\$3,254.84	\$330.00	\$3,266.20	\$389,260.55
C.D.B.G. Fund	\$0.00	\$166,700.92	\$0.00	(\$166,700.92)	\$0.00
Air Quality Improvement Trust Fund	\$91,025.90	\$11,465.50	\$1,858.45	\$0.00	\$100,632.95
Older American Fund	(\$13,727.12)	\$13,290.26	\$11,850.88	\$0.00	(\$12,287.74) (2)
Forfeiture Fund - State	\$4,284.55	\$0.00	\$0.00	\$0.00	\$4,284.55
SB 509 Public Safety Fund	(\$197,017.61)	\$26,665.00	\$11,332.36	\$2,631.14	(\$179,053.83) (4)
Forfeiture Fund - Federal	\$21,673.07	\$2,498.60	\$0.00	\$0.00	\$24,171.67
Section 11489 Subfund	\$20,456.15	\$0.00	\$0.00	\$0.00	\$20,456.15
Federal Forfeiture Fund - Treasury	\$230.97	\$0.00	\$0.00	\$0.00	\$230.97
School Districts Grant Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
State Supplemental Law Enforcement Fund	\$49,960.08	\$0.00	\$2,085.02	\$0.00	\$47,875.06
Local Law Enforcement Block Grant	\$114,621.90	\$0.00	\$1,679.41	\$0.00	\$112,942.49
Crime Prevention Fund	\$11,382.21	\$64.01	\$0.00	\$0.00	\$11,446.22
Recycling Grant	\$22,749.92	\$0.00	\$0.00	\$0.00	\$22,749.92
After School Program Fund	(\$154,148.53)	\$137,042.53	\$142,593.49	(\$5,192.77)	(\$164,892.26) (2)
California Nutrition Network Grant Fund	(\$39,548.82)	\$0.00	\$6,296.57	\$0.00	(\$45,845.39) (2)
Human Services Special Revenue Grant	(\$5,229.50)	\$10,753.91	\$0.00	\$0.00	\$5,524.41
Fire Department Grant Fund	\$1.81	\$0.00	\$0.00	\$0.00	\$1.81
Human Services Grant Fund	\$28,018.36	\$5,626.47	\$0.00	\$5,315.16	\$38,959.99
Paramedic Fund	(\$173,614.93)	\$17,373.79	\$34,219.53	(\$2,631.14)	(\$193,091.81) (4)
Capital Projects	\$14,160,644.11	\$0.00	\$0.00	\$0.00	\$14,160,644.11
2005 lease Revenue Bond Debt Service	\$1,192,326.12	\$0.00	\$1,307,400.39	\$0.00	(\$1,307,400.39) (3)
Sewer Maintenance Fund	\$0.00	\$204,129.46	\$199,759.76	\$60.21	\$1,196,756.03
Sewer Replacement Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
C.B.M.W.D. Agency	\$2,744,581.82	\$8,282.46	\$145,050.00	\$0.00	\$2,607,814.28
Sewer Expansion Fee	\$1,467.84	\$828.42	\$0.00	\$0.00	\$2,296.26
Developer Impact Fees - Local	\$465,003.01	\$0.00	\$0.00	\$0.00	\$465,003.01
Developer Impact Fees - Region	\$1,049,042.45	\$0.00	\$0.00	\$0.00	\$1,049,042.45
Burrtec Pavement Impact Fee	\$24,421.06	\$0.00	\$0.00	\$0.00	\$24,421.06
Infrastructure Fund	(\$235,093.16)	\$243,993.07	\$43,434.44	\$774,648.05	\$740,113.52
Contingency Fund	\$1,954,908.96	\$2,000,000.00	\$0.00	(\$544,435.18)	\$3,410,473.78
Youth Sponsorship Fund	\$86,291.24	\$0.00	\$0.00	\$0.00	\$86,291.24
Assigned General Fund Reserves	\$5,963,255.57	\$201,549.25	\$114,892.73	(\$8,563.00)	\$6,041,349.09
TOTALS	\$29,569,301.98	\$7,040,923.75	\$5,620,073.87	\$0.00	\$30,990,151.86

Notes on negative cash balances:

- (1) The General Operational Fund has a negative cash for usually the first part of the year awaiting property and sales tax collections. This is covered by the Contingency Fund until those collections are received and the City is not utilizing restricted resources.
- (2) These are reimbursable grant funds that utilize general pool monies initially to cover expenditures pending reimbursement from the granting agencies. Therefore, it is not uncommon for these to be negative until that reimbursement is received.
- (3) This debt service operation will utilize transaction and use taxes which are part of the sales tax. These have not been received for the current year yet and the City has paid the October debt service as required which causes this temporary negative cash. The transaction and use taxes are estimated to cover debt service for the fiscal year.
- (4) These funds have had operational deficits from prior years. That deficit has been addressed during the budgeting process and will be recaptured through future revenues or from the Contingency Fund at fiscal year-end.

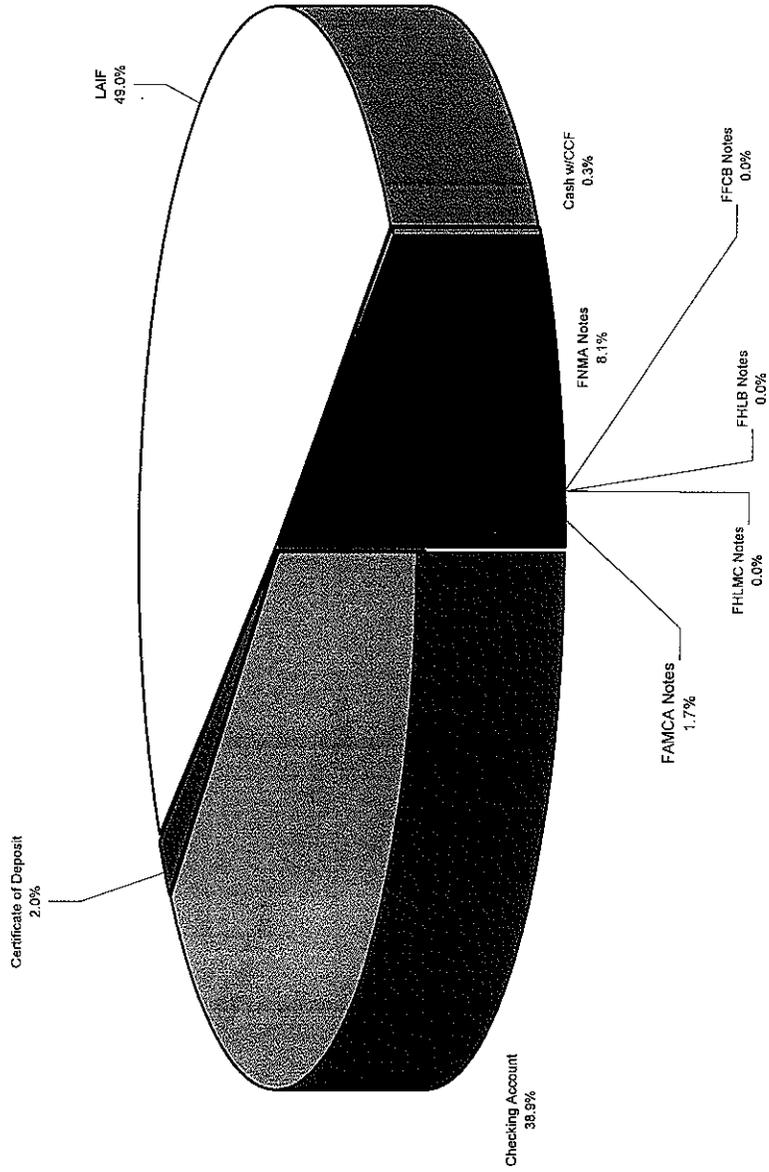
**CITY OF MONTCLAIR
STATEMENT OF CASH AND INVESTMENT ACCOUNTS
AS OF August 31, 2012**

	Par Value	Purchase Date	Maturity Date	Coupon Interest Rate	Current Market Value	Balance at Cost	Totals
CHECKING ACCOUNT							
Wells Fargo Bank				0.500%			\$ 12,054,195.46
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)				0.340%	15,172,326.30	15,172,326.30	
Cash w/California Community Foundation				Unknown	86,291.24	86,291.24	
					<u>\$ 15,886,617.54</u>		\$ 15,886,617.54
U.S. AGENCY SECURITIES (1 to 3 years)							
					\$ 0.00		\$ 0.00
U.S. AGENCY SECURITIES (Over 3 Years)							
FAMCA	550,000	04/14/11	2/3/2014	1.340%	557,749.24	549,338.86	
FNMA	1,000,000	07/19/11	07/19/16	2.125%	1,015,170.00	1,000,000.00	
FNMA	1,000,000	09/14/11	09/14/16	1.050%	1,000,270.00	1,000,000.00	
FNMA	500,000	09/28/11	09/28/16	1.000%	500,310.00	500,000.00	
					<u>\$ 3,073,499.24</u>		\$ 3,049,338.86
TOTAL							<u>\$ 30,990,151.86</u>

Current market values obtained from First Tennessee Bank.

CITY OF MONTCLAIR
CASH AND INVESTMENTS BY ACCOUNT
August 31, 2012

Total Cash & Investments \$30,990,151



**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
TREASURER'S REPORT
FOR THE MONTH ENDING
August 31, 2012**

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CASH AND INVESTMENTS BY ACCOUNT GRAPH

Schedule 1

**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH AND INVESTMENTS BY FUND
August 31, 2012**

PROJECT AREA NO. I

Low Income	\$	151,259.21	
Tax Increment		56,846.02	
Operating		<u>(28,146.62)</u>	\$ 179,958.61

PROJECT AREA NO. II

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

PROJECT AREA NO. III

Low Income	\$	4,223,689.84	
Tax Increment		587,070.66	
Operating		<u>3,768,655.29</u>	\$ 8,579,415.79

PROJECT AREA NO. IV

Low Income	\$	742,166.89	
Tax Increment		516,051.44	
Operating		<u>593,112.84</u>	\$ 1,851,331.17

PROJECT AREA NO. V

Low Income	\$	2,818,573.60	
Tax Increment		1,226,653.33	
Operating		<u>1,228,909.19</u>	\$ 5,274,136.12

MISSION BLVD JOINT PROJECT

Low-Moderate Housing	\$	502,087.49	
Tax Increment		342,810.60	
Operating		31,442.10	\$ 876,340.19

ROPS

		0.00	
ROPS Area I		0.00	
ROPS Area II		0.00	
ROPS Area III		0.00	
ROPS Area IV		0.00	
ROPS Area V		0.00	
ROPS Area VI		<u>0.00</u>	<u>0.00</u>

TOTAL CASH & INVESTMENTS BY FUND

\$ 16,757,260.55

**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH AND INVESTMENTS BY ACCOUNT
August 31, 2012**

	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Market Value</u>	<u>Book Value</u>
Checking Account				
Wells Fargo, 984-002113		0.05%	\$ 14,256,925.51	\$ 14,256,925.51
Cash and Investments				
LAIF		0.34%	763.13	763.13
FNMA Note	09/20/13	1.000%	499,626.86	499,571.91
FHLMC Note	01/09/15	0.850%	1,001,760.00	1,000,000.00
FHLMC Note	01/09/15	0.850%	1,001,760.00	1,000,000.00
TOTAL CASH & INVESTMENTS BY ACCOUNT			\$ <u>16,760,835.50</u>	\$ <u>16,757,260.55</u>
NPHH - Cash with Fiscal Agent as of 6/30/11				
Wells Fargo, 193-9320899 (RDA Revolving)		0.050%	89,046.36	\$ 89,046.36
Wells Fargo, 193-9320881 (Housing Oper)		0.050%	16,971.90	\$ 16,971.90

Current market values obtained from First Tennessee Bank.

NOTE:

Pursuant to the Successor Agency's 2012 Investment Policy, all moneys exclusive of tax exempt bond proceeds which are invested pursuant to the bond indenture, are invested in banks, the Local Agency Investment Fund and in securities with maturities of no greater than three years.

The Successor Agency has sufficient funds available to meet expenditures during the six-month period ending February 28, 2013.

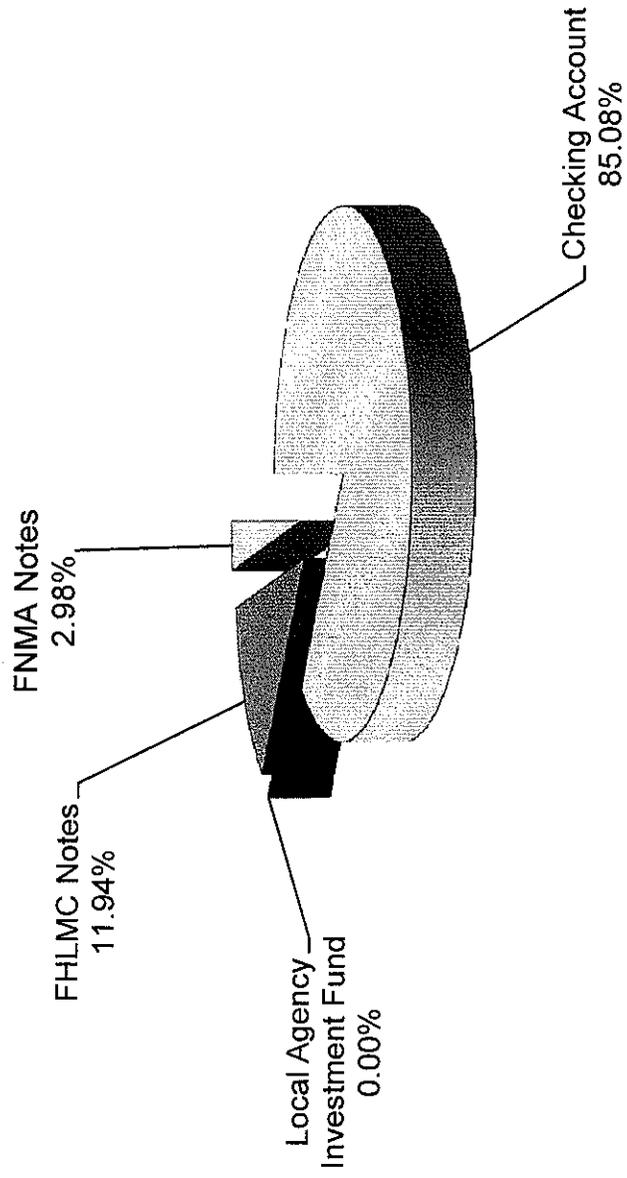
During August, the Successor Agency was in compliance with the internal control procedures set forth in the 2012 Investment Policy.



Michael Piotrowski
Senior Accountant

**CITY OF MONTCLAIR AS SUCCESSOR TO THE REDEVELOPMENT AGENCY
CASH AND INVESTMENTS BY ACCOUNT GRAPH
August 31, 2012**

Total Cash & Investments - \$16,757,261



**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
WARRANT REGISTER
FOR THE MONTH ENDING
August 31, 2012**

City of Montclair
Final Warrant Register
Council Date 9/17/12
Regular Warrants
Checking Account: Successor to the RDA

	Warrants	Wire Transfers ****	Voided Checks	Electronic AP	Area Totals
Project Area I	1,418.92	0.00	0.00	0.00	1,418.92
Project Area II	0.00	0.00	0.00	0.00	0.00
Project Area III	27,697.56	0.00	0.00	0.00	27,697.56
Project Area IV	13,002.20	0.00	0.00	0.00	13,002.20
Project Area V	20,358.68	0.00	0.00	0.00	20,358.68
Project Area VI - Mission Blvd	0.00	0.00	0.00	0.00	0.00
RORF (Redevelopment Obligation Retirement Funds)	1,255,172.25	0.00	0.00	0.00	1,255,172.25
	<hr/> 1,317,649.61	0.00	0.00	0.00	
					<u>1,317,649.61</u>
					August 2012 Total

Vice Chairperson Raft

CITY OF MONTCLAIR
FINAL WARRANT REGISTER
COUNCIL DATE: 9/17/12
REGULAR WARRANTS
CHECKING ACCOUNT: SKED

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
2120	Project Area I Operating Fund	1,064.57
2150	Project Area I Low-Mod Housing	354.35
2320	Project Area III Operating Fun	23,577.78
2350	Project Area III Low-Mod Housi	4,119.78
2420	Project Area IV Operating Fund	10,138.48
2450	Project Area IV Low-Mod Housin	2,863.72
2520	Project Area V Operating Fund	16,242.04
2550	Project Area V Low-Mod Housing	4,116.64
2741	SA - RORF Area I	23,820.00
2744	SA - RORF Area IV	253,987.50
2745	SA - RORF Area V	977,364.75
Report Total:		1,317,649.61

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007430	Mont001	2420-0000-00010-101	Reimb Successor Agency Payroll 7/3/12	July2012Payroll	08/02/2012		08/02/2012	6,486.64	7430
	City of Montclair								
007430	Mont001	2450-0000-00010-101	Reimb Successor Agency Payroll 7/19/12	July2012Payroll	08/02/2012		08/02/2012	822.54	7430
	City of Montclair								
007430	Mont001	2450-0000-00010-101	Reimb Successor Agency Payroll 7/3/12	July2012Payroll	08/02/2012		08/02/2012	2,041.18	7430
	City of Montclair								
007430	Mont001	2520-0000-00010-101	Reimb Successor Agency Payroll 7/19/12	July2012Payroll	08/02/2012		08/02/2012	2,353.12	7430
	City of Montclair								
007430	Mont001	2520-0000-00010-101	Reimb Successor Agency Payroll 7/3/12	July2012Payroll	08/02/2012		08/02/2012	12,161.40	7430
	City of Montclair								
007430	Mont001	2550-0000-00010-101	Reimb Successor Agency Payroll 7/19/12	July2012Payroll	08/02/2012		08/02/2012	1,177.64	7430
	City of Montclair								
007430	Mont001	2550-0000-00010-101	Reimb Successor Agency Payroll 7/3/12	July2012Payroll	08/02/2012		08/02/2012	2,939.00	7430
	City of Montclair								
007431	Mont035	2420-0000-00010-101	JE# 240-07-2012 bank to bank transfer	PR080112	08/01/2012		08/02/2012	78.98	7431
	Montclair Housing Corp								
								Voucher: 007430	45,554.92
007432	Camp007	2420-4319-52990-400	Payment No. 21 per Agreement No. 01- 90	Payment 21	08/06/2012		08/09/2012	806.50	7432
	Jana Marie Campbell & Dennis Silletto								
								Voucher: 007431	78.98
007433	Land012	2520-4319-52990-400	4113 Kingsley Avenue July 2012	4113/8/12	08/05/2012		08/09/2012	80.00	7433
	Landscap Maintenance Unlimate								
								Voucher: 007432	806.50
007434	Mont063	2120-4319-52630-400	Rent August 2012	August 2012	08/09/2012		08/09/2012	67.73	7434
	Montclair Town Center LLC								
007434	Mont063	2320-4319-52630-400	Rent August 2012	August 2012	08/09/2012		08/09/2012	812.66	7434
	Montclair Town Center LLC								
								Voucher: 007433	80.00

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007438	Sout018	2520-4319-60020-400	4397 Kingsley 07/10/12-08/08/12	2-29-179-2315	08/09/2012		08/23/2012	22.20	7438
		Southern California Edison Co							
							Voucher: 007438	22.20	
							Report Total:	1,317,649.61	

**CITY OF MONTCLAIR
HOUSING CORPORATION
TREASURER'S REPORT
FOR THE MONTH ENDING
August 31, 2012**

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
August 31, 2012**

	<u>Interest Rate</u>	<u>Amount</u>
Checking Account		
Wells Fargo, 0654-893023	0.05%	\$ 1,022,595.55
Cash and Investments		
LAIF	0.34%	\$ 1,573,727.08
TOTAL CASH & INVESTMENTS BY ACCOUNT		\$ <u>2,596,322.63</u>

NOTE:

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

The Corporation has sufficient funds available to meet expenditures during the six-month period ending February 28, 2013.

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

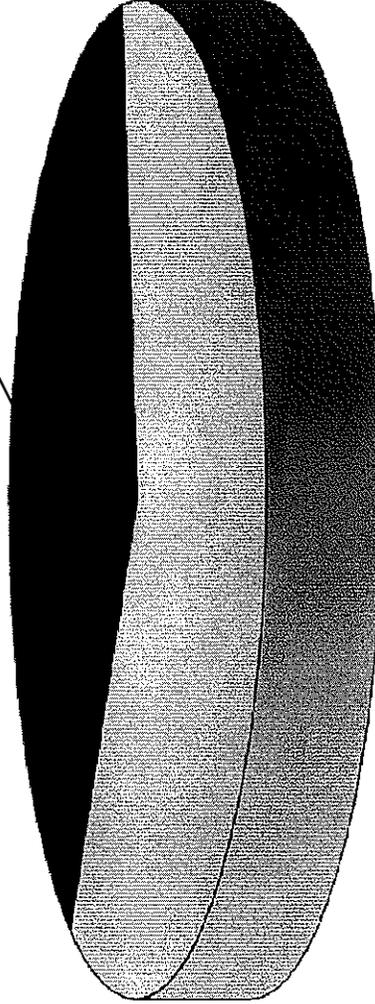


Michael Piotrowski
Senior Accountant

**CITY OF MONTCLAIR
HOUSING CORPORATION
CASH AND INVESTMENTS BY ACCOUNT GRAPH
August 31, 2012**

Total Cash & Investments - \$2,596,323

Checking Account
39.4%



Local Agency Investment Fund
60.6%

**CITY OF MONTCLAIR
HOUSING CORPORATION
WARRANT REGISTER
FOR THE MONTH ENDING
August 31, 2012**

CITY OF MONTCLAIR
FINAL WARRANT REGISTER
COUNCIL DATE: 9/11/12
REGULAR WARRANTS
CHECKING ACCOUNT: MUC

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
3001	General Fund	99,078.63
	Report Total:	99,078.63

Vice Chairperson – C. Raft

Accounts Payable

Voucher Register By Vendor Number



User: mpiotrowski

Printed: 09/06/2012 - 12:53 PM

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003172	land012	3001-1001-56100-400	10079 CENTRAL - JUL 2012	10079/8/12	08/05/2012		08/09/2012	105.00	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-1002-56100-400	10087 CENTRAL - JUL 2012	10087/8/12	08/05/2012		08/09/2012	105.00	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-1009-56100-400	10215 CENTRAL - JUL 2012	10215/8/12	08/05/2012		08/09/2012	135.00	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-1004-56100-400	10235 CENTRAL - JUL 2012, gopher	10235/8/12	08/05/2012		08/09/2012	175.00	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-1013-56100-400	10291 GREENWOOD - JUL 2012	10291/8/12	08/05/2012		08/09/2012	125.00	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-2002-56100-400	10313 AMHERST - JUL 2012	10313/8/12	08/05/2012		08/09/2012	170.00	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-2001-56100-400	10323 AMHERST - JUL 2012	10323/8/12	08/05/2012		08/09/2012	140.00	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-2007-56100-400	10330 AMHERST - JUL 2012	10330/8/12	08/05/2012		08/09/2012	140.00	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-2002-56100-400	10333 AMHERST - JUL 2012	10333/8/12	08/05/2012		08/09/2012	140.00	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-2009-56100-400	10333 PRADERA - JUL 2012, weeds	10333P/8/12	08/05/2012		08/09/2012	85.00	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-2006-56100-400	10380 AMHERST - JUL 2012	10380/8/12	08/05/2012		08/09/2012	140.00	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-2010-56100-400	10380 PRADERA - JUL 2012, weeds	10380P/8/12	08/05/2012		08/09/2012	52.50	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-2011-56100-400	10390 PRADERA - JUL 2012, weeds	10380P/8/12	08/05/2012		08/09/2012	52.50	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-2004-56100-400	10383 AMHERST - JUL 2012	10383/8/12	08/05/2012		08/09/2012	140.00	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-2008-56100-400	10390 AMHERST - JUL 2012	10390/8/12	08/05/2012		08/09/2012	140.00	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-2005-56100-400	10410 AMHERST - JUL 2012	10410/8/12	08/05/2012		08/09/2012	140.00	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-2030-56100-400	4275 KINGSLEY - JUL 2012, weeds	4275/8/12	08/05/2012		08/09/2012	165.00	3172
		Landscape Maintenance Unlimate							

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003172	land012	3001-2020-56100-400	4791 CANOGA - JUL 2012	4791/8/12	08/05/2012		08/09/2012	115.00	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-3001-56100-400	4811 CANOGA- JUL 2012, remove ivy	4811/8/12	08/05/2012		08/09/2012	210.00	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-3001-56100-400	4820 CANOGA- JUL 2012	4820/8/12	08/05/2012		08/09/2012	150.00	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-1011-56100-400	5225 PALO VERDE - JUL 2012	5225/8/12	08/05/2012		08/09/2012	110.00	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-1005-56100-400	5290 ORCHARD - JUL 2012, sprinkler	5290/8/12	08/05/2012		08/09/2012	285.00	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-1017-56100-400	5444 PALO VERDE - JUL 2012	5444/8/12	08/05/2012		08/09/2012	175.00	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-1502-56100-400	9010 FREMONT - JUL 2012, gopher	9010/8/12	08/05/2012		08/09/2012	105.00	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-1501-56100-400	9448 CARRILLO- JUL 2012	9448/8/12	08/05/2012		08/09/2012	40.00	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-1014-56100-400	9644 CENTRAL - JUL 2012, trim trees	9644/8/12	08/05/2012		08/09/2012	205.00	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-1006-56100-400	9741 CENTRAL - JUL 2012	9741/8/12	08/05/2012		08/09/2012	105.00	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-1007-56100-400	9751 CENTRAL - JUL 2012	9751/8/12	08/05/2012		08/09/2012	105.00	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-1008-56100-400	9761 CENTRAL - JUL 2012	9761/8/12	08/05/2012		08/09/2012	105.00	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-1003-56100-400	9815 CENTRAL - JUL 2012	9815/8/12	08/05/2012		08/09/2012	115.00	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-1010-56100-400	9945 CENTRAL - JUL 2012, gopher, weeds	9945/8/12	08/05/2012		08/09/2012	190.00	3172
		Landscape Maintenance Unlimate							
003172	land012	3001-1015-56100-400	9963 CENTRAL - JUL 2012, gopher	9963/8/12	08/05/2012		08/09/2012	155.00	3172
		Landscape Maintenance Unlimate							
003173	Buch002	3001-1009-56170-400	10215 CENTRAL-deliver & install oven	073012	07/30/2012		08/09/2012	668.17	3173
		Buchbinder Maintenance, Inc.							
003173	Buch002	3001-2009-56170-400	10333 PRADERA-unit repairs	080612-A	08/06/2012		08/09/2012	2,091.37	3173
		Buchbinder Maintenance, Inc.							
003173	Buch002	3001-2009-56170-400	10333 PRADERA-unit repairs	080612-B	08/06/2012		08/09/2012	2,097.68	3173
		Buchbinder Maintenance, Inc.							

Voucher: 003172

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003174	Dese002	3001-2020-56170-400	4791 CANOGA-Street improvement pmt 3	PMT #3	08/08/2012	Voucher: 003173	08/09/2012	4,857.22	3174
003174	Desert Ranger Construction Dese002	3001-3001-56170-400	4811 CANOGA-Street improvement pmt 3	PMT #3	08/08/2012		08/09/2012	5,639.00	3174
003174	Desert Ranger Construction Dese002	3001-3001-56170-400	4820 CANOGA-Street improvement pmt 3	PMT #3	08/08/2012		08/09/2012	14,650.55	3174
003175	mont002	3001-1003-56020-400	9815 CENTRAL-050112-063012	005254 07/12	07/03/2012	Voucher: 003174	08/09/2012	32,624.55	3175
003175	City of Montclair mont002	3001-1005-56020-400	5290 ORCHARD-050112-063012	005941 07/12	07/03/2012		08/09/2012	84.66	3175
003175	City of Montclair mont002	3001-1002-56020-400	10087 CENTRAL-050112-063012	008156 07/12	07/03/2012		08/09/2012	84.66	3175
003175	City of Montclair mont002	3001-1001-56020-400	10079 CENTRAL-050112-063012	008157 07/12	07/03/2012		08/09/2012	84.66	3175
003175	City of Montclair mont002	3001-1501-56020-400	9448 CARRILLO-050112-063012	014651 07/12	07/03/2012		08/09/2012	84.66	3175
003175	City of Montclair mont002	3001-1015-56020-400	9963 CENTRAL-050112-063012	017666 07/12	07/03/2012		08/09/2012	84.66	3175
003175	City of Montclair mont002	3001-1014-56020-400	9644 CENTRAL-050112-063012	017746 07/12	07/03/2012		08/09/2012	84.66	3175
003176	MONT074	3001-1501-56020-400	9010 FREMONT-050612-070512	00205008 07/12	07/05/2012	Voucher: 003175	08/09/2012	592.62	3176
003176	Monte Vista Water District MONT074	3001-1017-56020-400	5444 PALO VERDE-050712-070612	01101801 07/12	07/06/2012		08/09/2012	163.39	3176
003176	Monte Vista Water District MONT074	3001-1501-56020-400	9448 CARRILLO-050712-070612	01113202 07/12	07/06/2012		08/09/2012	37.33	3176
003176	Monte Vista Water District MONT074	3001-1011-56020-400	5225 PALO VERDE-050712-070612	01305203 07/12	07/06/2012		08/09/2012	141.77	3176
003176	Monte Vista Water District MONT074	3001-1003-56020-400	9815 CENTRAL-051212-071112	03213204 07/12	07/11/2012		08/09/2012	113.66	3176
003176	Monte Vista Water District MONT074	3001-1008-56020-400	9761 CENTRAL-051212-071112	03214211 07/12	07/11/2012		08/09/2012	157.17	3176
								132.30	3176

Voucher Number	Vendor Name/Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003176	MONT074 3001-1007-56020-400 Monte Vista Water District	9751 CENTRAL-051212-071112	03214408	07/11/2012		08/09/2012	195.07	3176
003176	MONT074 3001-1006-56020-400 Monte Vista Water District	9741 CENTRAL-051212-071112	03214608	07/11/2012		08/09/2012	103.29	3176
003176	MONT074 3001-1005-56020-400 Monte Vista Water District	5290 ORCHARD-051412-071712	04702105	07/06/2012		08/09/2012	243.85	3176
003176	MONT074 3001-1002-56020-400 Monte Vista Water District	10087 CENTRAL-051412-071712	04702203	07/17/2012		08/09/2012	189.12	3176
003176	MONT074 3001-1001-56020-400 Monte Vista Water District	10079 CENTRAL-051412-071712	04702301	07/17/2012		08/09/2012	245.13	3176
003176	MONT074 3001-1015-56020-400 Monte Vista Water District	9963 CENTRAL-051412-071712	04703501	07/17/2012		08/09/2012	165.47	3176
003176	MONT074 3001-1010-56020-400 Monte Vista Water District	9945 CENTRAL-051412-071712	04703707	07/17/2012		08/09/2012	94.99	3176
003177	Phil005 3001-3001-56170-400 Phil May Landscape Architect	4811 CANOGA-landscape irrigation SVCS	4811 08/01/12	08/01/2012		08/09/2012	1,400.00	3177
003177	Phil005 3001-3001-56170-400 Phil May Landscape Architect	4820 CANOGA-landscape irrigation SVCS	4820 08/01/12	08/01/2012		08/09/2012	1,400.00	3177
003178	TKRP001 3001-2009-56170-400 T.K.R. Plumbing	10333 Pradera-install new tub unit A	5539	06/12/2012		08/09/2012	1,850.00	3178
003179	A&FE001 3001-1017-56170-400 A&F Engineering Group Inc	5444 Palo Verde-Agmt 12-69 Architectural	12-221.009	08/09/2012		08/30/2012	2,000.00	3179
003180	Adri001 3001-2009-56170-400 Adrian's Carpets Inc	10333 Pradera A-flooring, window cvrs	33930	08/24/2012		08/30/2012	3,767.00	3180
003180	Adri001 3001-2009-56170-400 Adrian's Carpets Inc	10333 Pradera B-flooring, window cvrs	33931	08/24/2012		08/30/2012	3,995.00	3180

Voucher: 003176 1,982.54

Voucher: 003177 2,800.00

Voucher: 003178 1,850.00

Voucher: 003179 2,000.00

Voucher: 003180 7,762.00

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003181	Buch002	3001-2009-56170-400	10333 Pradera C-electrical, a/c	082012-C	08/20/2012		08/30/2012	2,486.43	3181
	Buchbinder Maintenance, Inc.								
003181	Buch002	3001-2009-56170-400	10333 Pradera D-electrical, a/c	082012-D	08/20/2012		08/30/2012	2,274.85	3181
	Buchbinder Maintenance, Inc.								
						Voucher: 003181		4,761.28	
003182	Dese002	3001-2020-56170-400	4791 Canoga-Retention Pmt	Pmt-Retention	08/30/2012		08/30/2012	5,797.26	3182
	Desert Ranger Construction								
003182	Dese002	3001-3001-56170-400	4811 Canoga-Retention Pmt	Pmt-Retention	08/30/2012		08/30/2012	8,708.37	3182
	Desert Ranger Construction								
003182	Dese002	3001-3001-56170-400	4820 Canoga-Retention Pmt	Pmt-Retention	08/30/2012		08/30/2012	8,708.37	3182
	Desert Ranger Construction								
						Voucher: 003182		23,214.00	
003183	mont002	3001-2010-56020-400	10380 Pradera 0601-0731	010822 08	08/01/2012		08/30/2012	344.70	3183
	City of Montclair								
003183	mont002	3001-2011-56020-400	10390 Pradera 0601-0731	010824 08	08/01/2012		08/30/2012	344.70	3183
	City of Montclair								
003183	mont002	3001-2030-56020-400	4275 Kingsley 0601-0731	010825 08	08/01/2012		08/30/2012	344.70	3183
	City of Montclair								
003183	mont002	3001-2002-56020-400	10333 Amherst 0601-0731	010827 08	08/01/2012		08/30/2012	344.70	3183
	City of Montclair								
003183	mont002	3001-3001-56020-400	4820 Canoga 0601-0731	010828 08	08/01/2012		08/30/2012	603.22	3183
	City of Montclair								
003183	mont002	3001-3001-56020-400	4820 Canoga 0601-0731	010829 08	08/01/2012		08/30/2012	603.22	3183
	City of Montclair								
003183	mont002	3001-3001-56020-400	4811 Canoga 0601-0731	010830 08	08/01/2012		08/30/2012	603.22	3183
	City of Montclair								
003183	mont002	3001-3001-56020-400	4811 Canoga 0601-0731	010831 08	08/01/2012		08/30/2012	603.22	3183
	City of Montclair								
003183	mont002	3001-2004-56020-400	10383 Amherst 0601-0731	012600 08	08/01/2012		08/30/2012	344.70	3183
	City of Montclair								
003183	mont002	3001-2003-56020-400	10313 Amherst 0601-0731	012601 08	08/01/2012		08/30/2012	344.70	3183
	City of Montclair								
003183	mont002	3001-1009-56020-400	10215 Central 0601-0731	013293 08	08/01/2012		08/30/2012	86.17	3183
	City of Montclair								
003183	mont002	3001-2020-56020-400	4791 Canoga 0601-0731	013386 08	08/01/2012		08/30/2012	344.70	3183
	City of Montclair								
003183	mont002	3001-1013-56020-400	10291 Greenwood 0601-0731	013555 08	08/01/2012		08/30/2012	86.17	3183
	City of Montclair								
003183	mont002	3001-2006-56020-400	10380 Amherst 0601-0731	013584 08	08/01/2012		08/30/2012	344.70	3183
	City of Montclair								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003183	mont002 City of Montclair	3001-2007-56020-400	10330 Amherst 0601-0731	013961 08	08/01/2012		08/30/2012	344.70	3183
003183	mont002 City of Montclair	3001-2008-56020-400	10390 Amherst 0601-0731	017175 08	08/01/2012		08/30/2012	344.70	3183
003183	mont002 City of Montclair	3001-2009-56020-400	10333 Pradera 0601-0731	047446 08	08/01/2012		08/30/2012	344.70	3183
						Voucher: 003183		6,376.92	
003184	Mont074 Monte Vista Water District	3001-1004-56020-400	10235 Central-0605-0801	05511605 08	08/01/2012		08/30/2012	247.40	3184
003184	Mont074 Monte Vista Water District	3001-1009-56020-400	10215 Central-0605-0801	05512008 08	08/01/2012		08/30/2012	177.89	3184
003184	Mont074 Monte Vista Water District	3001-1013-56020-400	10291 Greenwood-0605-0801	06201005 08	08/01/2012		08/30/2012	760.24	3184
003184	Mont074 Monte Vista Water District	3001-2010-56020-400	10380 Pradera-0605-0801	06704405 08	08/01/2012		08/30/2012	247.84	3184
003184	Mont074 Monte Vista Water District	3001-2011-56020-400	10390 Pradera-0605-0801	06704505 08	08/01/2012		08/30/2012	211.56	3184
003184	Mont074 Monte Vista Water District	3001-2009-56020-400	10333 Pradera-0605-0801	06705404 08	08/01/2012		08/30/2012	136.99	3184
003184	Mont074 Monte Vista Water District	3001-2030-56020-400	4275 Kingsley-0605-0801	06708102 08	08/01/2012		08/30/2012	211.56	3184
003184	Mont074 Monte Vista Water District	3001-2007-56020-400	10330 Amherst-0605-0801	06708202 08	08/01/2012		08/30/2012	197.45	3184
003184	Mont074 Monte Vista Water District	3001-2006-56020-400	10380 Amherst-0605-0801	06708703 08	08/01/2012		08/30/2012	201.48	3184
003184	Mont074 Monte Vista Water District	3001-2008-56020-400	10390 Amherst-0605-0801	06708805 08	08/01/2012		08/30/2012	165.21	3184
003184	Mont074 Monte Vista Water District	3001-2005-56020-400	10410 Amherst-0605-0801	06711505 08	08/01/2012		08/30/2012	241.79	3184
003184	Mont074 Monte Vista Water District	3001-2004-56020-400	10383 Amherst-0605-0801	06713506 08	08/01/2012		08/30/2012	247.84	3184
003184	Mont074 Monte Vista Water District	3001-2002-56020-400	10333 Amherst-0605-0801	06714001 08	08/01/2012		08/30/2012	300.64	3184
003184	Mont074 Monte Vista Water District	3001-2001-56020-400	10323 Amherst-0605-0801	06714105 08	08/01/2012		08/30/2012	185.36	3184
003184	Mont074 Monte Vista Water District	3001-2003-56020-400	10313 Amherst-0605-0801	06714206 08	08/01/2012		08/30/2012	453.42	3184
003184	Mont074 Monte Vista Water District	3001-3001-56020-400	4791 Canoga-0605-0801	06912003 08	08/01/2012		08/30/2012	253.90	3184
003184	Mont074 Monte Vista Water District	3001-3001-56020-400	4820 Canoga-0605-0801	07001602 08	08/01/2012		08/30/2012	298.23	3184
003184	Mont074 Monte Vista Water District	3001-3001-56020-400	4820 Canoga-0605-0801	07001802 08	08/01/2012		08/30/2012	209.55	3184

Voucher Number	Vendor No/Name/Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003184	Mont074 3001-3001-56020-400 Monte Vista Water District	4811 Canoga-0605-0801	07002002 08	08/01/2012		08/30/2012	233.74	3184
003184	Mont074 3001-3001-56020-400 Monte Vista Water District	4811 Canoga-0605-0801	07002202 08	08/01/2012		08/30/2012	161.18	3184
					Voucher: 003184		5,143.27	
003185	Sout018 3001-3001-56020-400 Southern California Edison Co	4811 Canoga #gate 071112-080912	2024259988 08	08/10/2012		08/30/2012	21.96	3185
003185	Sout018 3001-3001-56020-400 Southern California Edison Co	4820 Canoga 071112-080912	2038187969 08	08/10/2012		08/30/2012	227.52	3185
003185	Sout018 3001-3001-56020-400 Southern California Edison Co	4811 Canoga 071112-080912	2038188173 08	08/10/2012		08/30/2012	112.00	3185
003185	Sout018 3001-2010-56020-400 Southern California Edison Co	10380 Pradera 071012-080812	2185722790 08	08/09/2012		08/30/2012	26.66	3185
003185	Sout018 3001-2011-56020-400 Southern California Edison Co	10390 Pradera 071012-080812	2185722824 08	08/09/2012		08/30/2012	35.73	3185
003185	sout018 3001-2006-56020-400 Southern California Edison Co	10380 Amherst 0710-0808	2315790089 08	08/09/2012		08/30/2012	7.60	3185
003185	sout018 3001-2005-56020-400 Southern California Edison Co	10410 Amherst 0710-0808	2315792325 08	08/09/2012		08/30/2012	38.67	3185
003185	sout018 3001-2006-56020-400 Southern California Edison Co	10380 Amherst 0710-0808	2315959668 08	08/11/2012		08/30/2012	39.06	3185
003185	sout018 3001-2007-56020-400 Southern California Edison Co	10330 Amherst 0710-0808	2315959668 08	08/11/2012		08/30/2012	35.54	3185
003185	sout018 3001-1017-56020-400 Southern California Edison Co	5444 Palo Verde 0712-0810	2337387070 08	08/11/2012		08/30/2012	2.79	3185
					Voucher: 003185		547.53	
003186	sout021 3001-3001-56020-400 Southern California Gas Co	4811 Canoga 0711-0809	15782395006 08	08/13/2012		08/30/2012	111.70	3186
003186	sout021 3001-3001-56020-400 Southern California Gas Co	4820 Canoga 0711-0809	18932395009 08	08/13/2012		08/30/2012	117.12	3186
003186	sout021 3001-2008-56020-400 Southern California Gas Co	10390 Amherst 0712-0813	19572389484 08	08/15/2012		08/30/2012	17.88	3186
					Voucher: 003186		246.70	
					Report Total:		99,078.63	