

CITY OF MONTCLAIR

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

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

January 22, 2013

7:00 p m

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

The CC/SA/MHC/MHA 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 Housing Authority 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. Presentation of Military Banners to Montclair Servicemen Who Have Completed Their Military Service

VI. **PUBLIC COMMENT**

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

Under the provisions of the Brown Act, the Council/Successor Agency Board/MHC/MHA 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 Board/
MHC Meeting of January 7, 2013 [CC/SA/MHC]

B. Administrative Reports

- 1 Consider Receiving and Filing of Treasurer's Report [CC] 5
- 2 Consider Approval of Warrant Register and Payroll
Documentation [CC] 6
- 3 Consider Receiving and Filing of Treasurer's Report [SA] 7
- 4 Consider Approval of Warrant Register [SA] 8
- 5 Consider Receiving and Filing of Treasurer's Report [MHC] 9
- 6 Consider Approval of Warrant Register [MHC] 10
- 7 Consider Setting a Public Hearing to Consider the Following
 - Adoption of Resolution No. 13-2976 Approving a General
Plan Amendment to the Official Land Use Map for 1.63 Acres
on the South Side of Bandera Street West of Central Avenue,
Modifying the Land Use Designation From "General Commer-
cial" to "Medium-Density Residential" (8 to 14 Dwelling Units
Per Acre) [CC]
 - Adoption of Resolution No. 13-2977 Approving a Specific
Plan Amendment to the Holt Boulevard Specific Plan for
1.63 Acres on the South Side of Bandera Street West of
Central Avenue, Modifying the Land Use Designation From
"Auto Mall" to "R-3/11 du/ac" (Multiple-Family Residential,
Maximum 11 Dwelling Units Per Acre) [CC] 11
- 8 Consider Setting a Public Hearing to Prioritize Funding for
Fiscal Year 2013-14 Community Development Block Grant
Projects [CC] 19
- 9 Consider Approval of Policy Establishing Standards of Ethical
Conduct to Address Fraud, Waste, and Abuse [CC] 20
- 10 Consider Declaring Unclaimed Bicycles in Police Custody as
Surplus and Available for Donation to the California Institution
for Women [CC] 27

C. Agreements

- 1 Consider Approval of Agreement No. 13-05 With Charles E.
Thomas Company for Repairs and Modifications to the Montclair
Police Department Aboveground Fuel Storage Tank System [CC]
(Continued on next page)

Consider Authorization of a \$25,000 Appropriation From the Contingency Fund for Work Associated With Agreement No 13 05 [CC]	29
2 Consider Approval of Agreement Nos 13 09, 13 10, and 13 11 With Montclair Little League, All Cities Youth Baseball, and Golden Girls Softball League, Respectively, for Use of Ball Field Facilities [CC]	44
D Resolutions	
1 Consider Adoption of Resolution No 13-2975 Authorizing Mayor Eaton to Sign the Right-of-Way Certification for the Monte Vista Avenue Widening Project [CC]	62
2 Consider Adoption of Resolution No. 13-02, a Resolution of the Successor Agency to the City of Montclair Redevelopment Agency Directing the Transfer of Certain Real Property Located at 4113 Kingsley Street to the Montclair Housing Authority and Making Certain Findings in Connection Therewith [SA]	
Consider Adoption of Resolution No. 13-01, a Resolution of the Montclair Housing Authority Approving and Accepting the Transfer of Certain Real Property Located at 4113 Kingsley Street to the Montclair Housing Authority and Making Certain Findings in Connection Therewith [MHA]	
Consider Adoption of Resolution No 13-02, a Resolution of the Montclair Housing Authority Approving Agreement No 13-12, a Purchase and Sale Agreement by and Between the Montclair Housing Authority and EMI Partners, L.P [MHA]	64
IX. PULLED CONSENT CALENDAR ITEMS	
X. RESPONSE - None	
XI. COMMUNICATIONS	
A. City Attorney	
1 Closed Session Pursuant to Government Code Section 54956 9(a) Regarding Pending Litigation City of Montclair v Richard Beltran	
2 Closed Session Pursuant to Government Code Section 54956 9(b) Regarding Potential Litigation	
3 Closed Session Pursuant to Government Code Section 54956 9(a) Regarding Pending Litigation Montclair Police Officers Association v City of Montclair	

- 4 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/MHA Board

E. Committee Meeting Minutes *(for informational purposes only)*

- | | | |
|---|------------------------------------------------------------------------|----|
| 1 | Minutes of the Code Enforcement Committee Meeting of December 17, 2012 | 78 |
| 2 | Minutes of the Personnel Committee Meeting of January 7, 2013 | 80 |

XII. COUNCIL WORKSHOP

A. Midyear Budget Review

(Council may consider continuing this item to an adjourned meeting on Tuesday, February 12, 2013, at 6:00 p.m. in the City Council Chambers.)

XIII. ADJOURNMENT OF SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS AND MONTCLAIR HOUSING AUTHORITY COMMISSIONERS

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

XIV. CLOSED SESSION ANNOUNCEMENTS

XV. ADJOURNMENT OF CITY COUNCIL

The next regularly scheduled City Council, Successor Agency Board, Montclair Housing Corporation Board, and Montclair Housing Authority Board meetings will be held on Monday, February 4, 2013, 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 Housing Authority 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 bulletin board adjacent to the north door of Montclair City Hall on January 17, 2013.

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: January 22, 2013

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 December 31, 2012, pursuant to state law.

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

Prepared by:

Michael Piotrowski

Reviewed and
Approved by:

Donald Parker

Proofed by:

JWT

Presented by:

JWT

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	DATE: January 22, 2013
	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 Ruh has examined the Warrant Register dated January 22, 2013, and Payroll Documentation dated December 16, 2012, finds them to be in order; and recommends their approval.

FISCAL IMPACT: The Warrant Register dated January 22, 2013, totals \$1,769,085.54. The Payroll Documentation December 16, 2012, totals \$772,940.00, with \$418,249.23 being the total cash disbursement.

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

Prepared by:

Yvonne L. Smith
Andreas Pillipis

Reviewed and
Approved by:

Presented by:

[Handwritten signature]
[Handwritten signature]

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: January 22, 2013

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 December 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 December 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 December 31, 2012.

Prepared by:

Michael Piotrowski

Reviewed and
Approved by:

Ronald L. Parker

Proofed by:

A. Just

Presented by:

Dave [Signature]

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER **DATE:** January 22, 2013
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 December 31, 2012, pursuant to state law.

BACKGROUND: Vice Chairman Ruh has examined the Successor to the Redevelopment Agency Warrant Register dated 12.01.12-12.31.12 in the amounts of \$139,929.14 for Project I, \$0.00 for Project II, \$2,757,569.15 for Project III; \$747,258.06 for Project IV, \$2,818,576.38 for Project V, 505,692.21 for the Mission Boulevard Joint Redevelopment Project; and \$0.00 for the Redevelopment Obligation Retirement Funds and finds it to be in order.

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

RECOMMENDATION: Vice Chairman Ruh 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 December 31, 2012.

Prepared by:

Michael Piotrowski

Reviewed and
Approved by:

Ronald L. Parker

Proofed by:

[Signature]

Presented by:

[Signature]

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: January 22, 2013

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 December 31, 2012, pursuant to state law.

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

Prepared by:

Michael Piotrowski

Reviewed and
Approved by:

Ronald L. Parks

Proofed by:

S. C. [Signature]

Presented by:

[Signature]

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER **DATE:** January 22, 2013
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 December 31, 2012, pursuant to state law.

BACKGROUND: Vice Chairman Ruh has examined the Warrant Register dated 12.01.12-12.31.12 in the amount of \$69,113 05 for the Montclair Housing Corporation and finds it to be in order

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

RECOMMENDATION: Vice Chairman Ruh recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending December 31, 2012.

Prepared by:



Reviewed and
Approved by:



Proofed by:



Presented by:



AGENDA REPORT

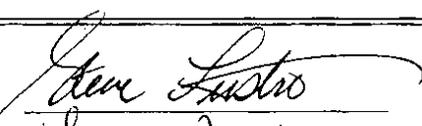
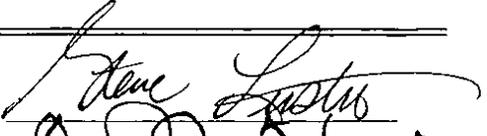
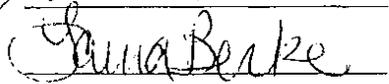
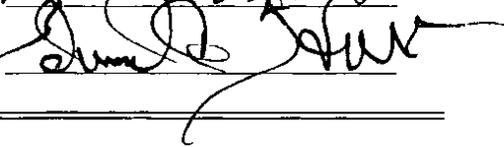
SUBJECT: CONSIDER SETTING A PUBLIC HEARING TO CONSIDER THE FOLLOWING. ADOPTION OF RESOLUTION NO 13-2976 APPROVING A GENERAL PLAN AMENDMENT TO THE OFFICIAL LAND USE MAP FOR 1.63 ACRES ON THE SOUTH SIDE OF BANDERA STREET WEST OF CENTRAL AVENUE, MODIFYING THE LAND USE DESIGNATION FROM "GENERAL COMMERCIAL" TO "MEDIUM-DENSITY RESIDENTIAL" (8 TO 14 DWELLING UNITS PER ACRE) ADOPTION OF RESOLUTION NO. 13-2977 APPROVING A SPECIFIC PLAN AMENDMENT TO THE HOLT BOULEVARD SPECIFIC PLAN FOR 1.63 ACRES ON THE SOUTH SIDE OF BANDERA STREET WEST OF CENTRAL AVENUE, MODIFYING THE LAND USE DESIGNATION FROM "AUTO MALL" TO "R-3/11 DU/AC" (MULTIPLE-FAMILY RESIDENTIAL, MAXIMUM 11 DWELLING UNITS PER ACRE)	DATE. January 22, 2013 SECTION ADMIN. REPORTS ITEM NO 7 FILE I.D GPL100 DEPT COMMUNITY DEV
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REASON FOR CONSIDERATION: The City Council is requested to consider approval of amendments to the City's adopted General Plan and a Specific Plan related to additional development proposed at an existing multifamily development on Bandera Street.

BACKGROUND: A proposed General Plan amendment (GPA) and Specific Plan amendment (SPA), which have been recommended by the Planning Commission, were initiated by AGS Construction, Inc., in connection with an existing 12-unit multifamily development that it completed in 2009 at 5205-5243 Bandera Street and its desire to construct five additional multifamily units on a .49-acre site at 5165-5195 Bandera Street. The GPA and SPA are "cleanup" actions that staff originally intended to complete in 2005 but did not do so because of a staff oversight. The Planning Commission conducted a public hearing on the requests on January 14, 2013.

FISCAL IMPACT: There would be no fiscal impact to the City's General Fund associated with the City Council's approval of the proposed General Plan and Specific Plan amendments aside from the approximately \$500 cost to publish the public hearing notice.

RECOMMENDATION: The Planning Commission and staff recommend the City Council set a public hearing for Monday, February 4, 2013, at 7:00 p.m. in the City Council Chambers to consider the following

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

1. Adoption of Resolution No. 13-2976 approving a General Plan amendment to the Official Land Use Map for 1.63 acres on the south side of Bandera Street west of Central Avenue, modifying the land use designation from "General Commercial" to "Medium-Density Residential" (8 to 14 dwelling units per acre).
2. Adoption of Resolution No. 13-2977 approving a Specific Plan amendment to the Holt Boulevard Specific Plan for 1.63 acres on the south side of Bandera Street west of Central Avenue, modifying the land use designation from "Auto Mall" to "R-3/11 du/ac" (Multiple-Family Residential, maximum 11 dwelling units per acre).

RESOLUTION NO. 13-2976

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR APPROVING A GENERAL PLAN AMENDMENT TO THE OFFICIAL LAND USE MAP FOR 1.63 ACRES ON THE SOUTH SIDE OF BANDERA STREET WEST OF CENTRAL AVENUE, MODIFYING THE LAND USE DESIGNATION FROM "GENERAL COMMERCIAL" TO "MEDIUM-DENSITY RESIDENTIAL"

WHEREAS, AGS Construction, Inc., filed an application for a General Plan Amendment to the Official Land Use Map under Case No. 2011 15 'A' on November 14, 2012; and

WHEREAS, the application for said General Plan Amendment is for the following properties:

Parcel 1 of Parcel Map No. 4368 in the City of Montclair, County of San Bernardino, State of California, as per plat recorded in Book 41 of Parcel Maps, Page 33, records of said County.

Tract No. 16782 in the City of Montclair, County of San Bernardino, State of California, as per plat recorded in Book 330 of Maps, Pages 99 and 100, records of said County.

The above-referenced properties, composing the proposed amendment area, is also indicated on the attached Exhibit "A," a map incorporated herein by reference, and

WHEREAS, said application proposes an amendment from the existing designation of "General Commercial" to "Medium-Density Residential", and

WHEREAS, the Planning Commission of the City of Montclair conducted a public hearing and considered said application in the manner prescribed by law; and

WHEREAS, the City Council of the City of Montclair finds the proposed General Plan Amendment to be consistent with the overall General Plan and following good planning principles.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby amend the Official Land Use Map of the adopted General Plan for the subject property to "Medium-Density Residential."

APPROVED AND ADOPTED this XX day of XX, 2013.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 13-2976 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2013, and that it was adopted by the following vote, to-wit:

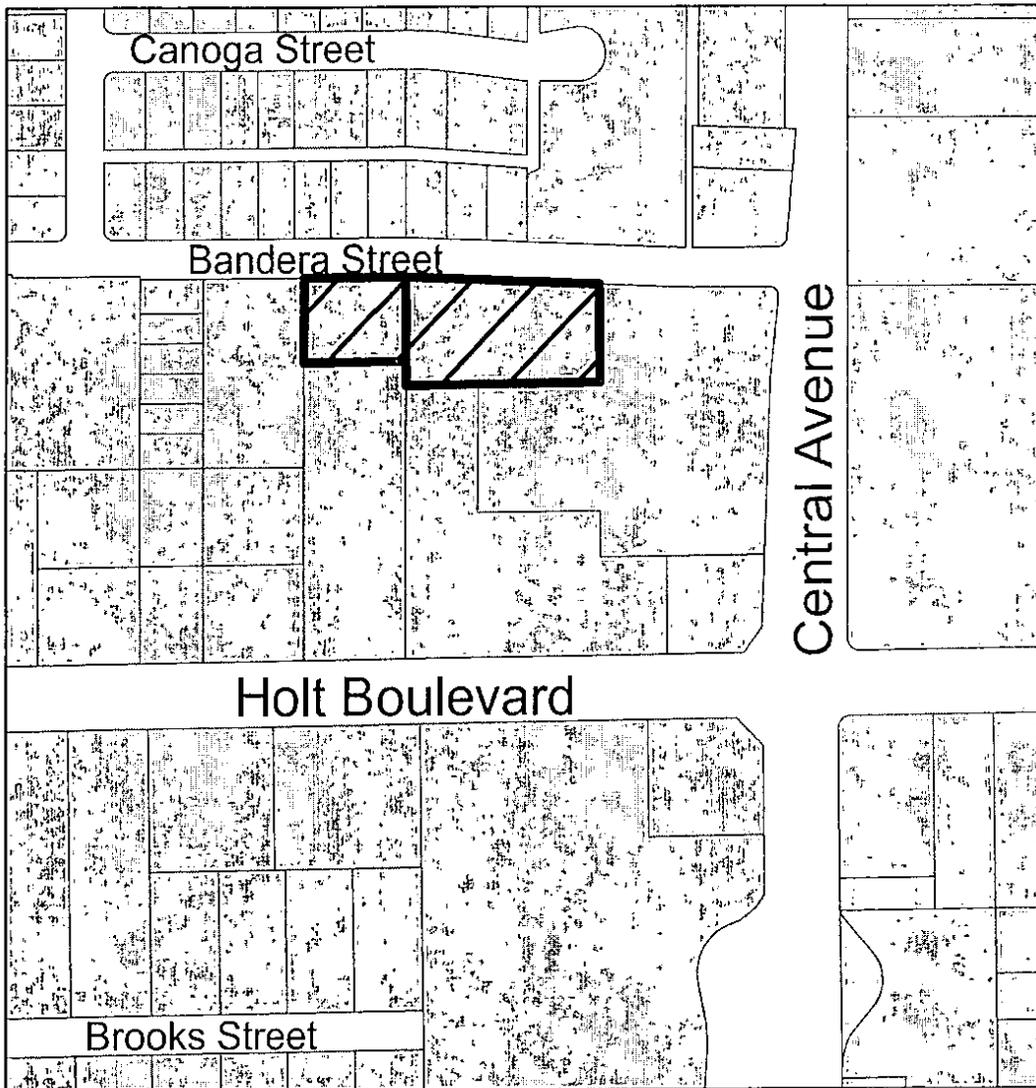
AYES · XX
NOES XX
ABSTAIN XX
ABSENT XX

Yvonne L. Smith
Deputy City Clerk

City of Montclair
GENERAL PLAN AMENDMENT
Exhibit "A"

From: "General Commercial"
To: "Medium-Density Residential"

Resolution No. 13-2976; Case No. 2011-15 'A'



RESOLUTION NO. 13-2977

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR APPROVING A SPECIFIC PLAN AMENDMENT TO THE HOLT BOULEVARD SPECIFIC PLAN FOR 1.63 ACRES ON THE SOUTH SIDE OF BANDERA STREET WEST OF CENTRAL AVENUE, MODIFYING THE LAND USE DESIGNATION FROM "AUTO MALL" TO "R-3/11 DU/AC" (MULTIPLE-FAMILY RESIDENTIAL, MAXIMUM 11 DWELLING UNITS PER ACRE)

WHEREAS, AGS Construction, Inc., filed an application for a Specific Plan Amendment to the Holt Boulevard Specific Plan under Case No. 2011-15 'A' on November 14, 2012, and

WHEREAS, the application for said Specific Plan Amendment is for the following property:

Parcel 1 of Parcel Map No. 4368 in the City of Montclair, County of San Bernardino, State of California, as per plat recorded in Book 41 of Parcel Maps, Page 33, records of said County.

Tract No. 16782 in the City of Montclair, County of San Bernardino, State of California, as per plat recorded in Book 330 of Maps, Pages 99 and 100, records of said County

The above-referenced properties, composing the proposed amendment area, is also indicated on the attached Exhibit "A," a map incorporated herein by reference, and

WHEREAS, said application proposes an amendment from the existing land use designation of "Auto Mall" to "R-3/11 du/ac" (Multiple-Family Residential, maximum 11 dwelling units per acre), and

WHEREAS, the Planning Commission of the City of Montclair conducted a public hearing and considered said application in the manner prescribed by law; and

WHEREAS, the Planning Commission of the City of Montclair has reviewed and recommended the proposed amendment from "Auto Mall" to "R-3/11 du/ac" (Multiple-Family Residential, maximum 11 dwelling units per acre), and

WHEREAS, the City Council of the City of Montclair finds the proposed Specific Plan Amendment to be consistent with the overall General Plan and following good planning principles

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair hereby amends the Land Use Plan of the adopted Holt Boulevard Specific Plan for the subject site to "R-3/11 du/ac" (Multiple-Family Residential, maximum 11 dwelling units per acre)

APPROVED AND ADOPTED this XX day of XX, 2013.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 13-2977 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2013, and that it was adopted by the following vote, to-wit:

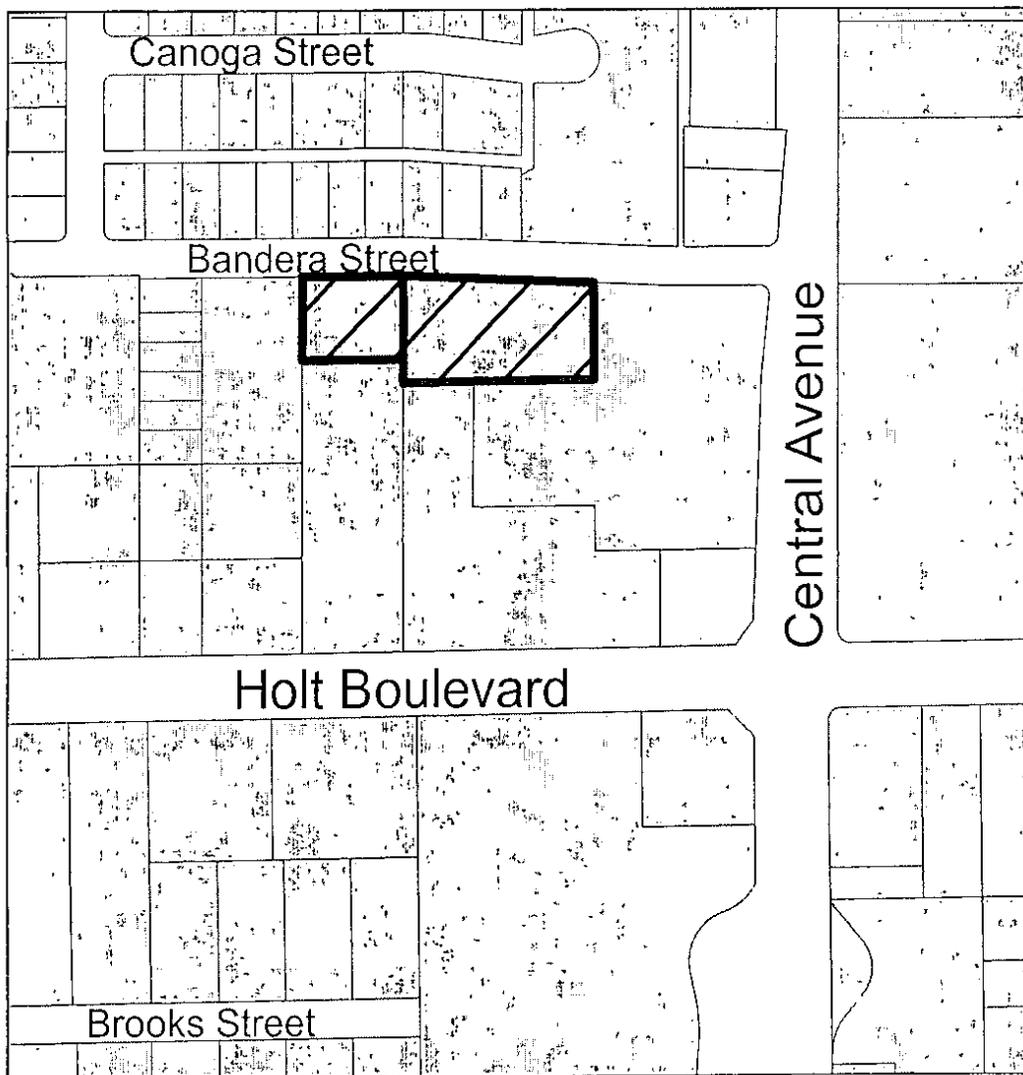
AYES: XX
NOES XX
ABSTAIN XX
ABSENT: XX

Yvonne L. Smith
Deputy City Clerk

City of Montclair
SPECIFIC PLAN AMENDMENT
Exhibit "A"

From: "Auto Mall"
To: "R-3/11 du/ac" (Multiple-Family Residential,
Maximum 11 dwelling units per acre)

Resolution No. 13-2977; Case No. 2011-15 'A'



AGENDA REPORT

SUBJECT: CONSIDER SETTING A PUBLIC HEARING TO PRIORITIZE FUNDING FOR FISCAL YEAR 2013-14 COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS

DATE: January 22, 2013

SECTION: ADMIN REPORTS

ITEM NO.: 8

FILE I.D.: GRT050

DEPT.: Community Dev

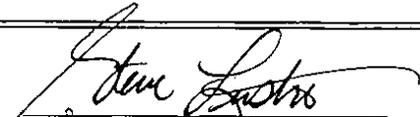
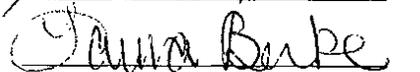
REASON FOR CONSIDERATION: Each fiscal year, the City of Montclair is required to conduct a public hearing to prioritize funding for various competing Community Development Block Grant (CDBG) projects. This hearing is conducted in compliance with requirements of the Department of Housing and Urban Development (HUD) and the County of San Bernardino Department of Community Development and Housing (CDH).

BACKGROUND: In November 2012, staff submitted its applications for CDBG funding to the County of San Bernardino. CDH has compiled a list of proposals eligible for funding from Montclair's annual CDBG allocation, including those submitted by staff and outside agencies, for consideration by the City Council. Details of the eligible proposals, along with the proposed Fiscal Year 2013-14 funding, will be provided to Council for reference and consideration prior to the public hearing.

FISCAL IMPACT: The cost to publish a Notice of Public Hearing related to prioritizing funding for Fiscal Year 2013-14 CDBG projects should not exceed \$500.

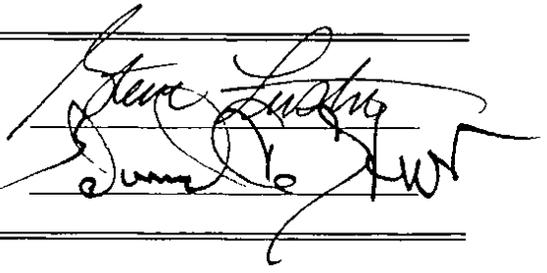
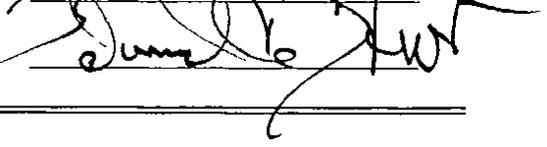
RECOMMENDATION: Staff recommends the City Council set a public hearing for Monday, February 4, 2013, at 7:00 p.m. in the City Council Chambers to prioritize funding for Fiscal Year 2013-14 CDBG projects.

Prepared by:

Reviewed and
Approved by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF POLICY
ESTABLISHING STANDARDS OF ETHICAL
CONDUCT TO ADDRESS FRAUD, WASTE,
AND ABUSE

DATE: January 22, 2013

SECTION: ADMIN. REPORTS

ITEM NO.: 9

FILE I.D.: IME150

DEPT.: ADMIN. SVCS

REASON FOR CONSIDERATION: A formal set of policies has been developed to formalize the City's expectations relative to employee and officer behavior and conduct in the performance of their duties as representatives of the City to its residents and the public. Formalizing these expectations provides City employees with guidance and direction to avoid conflicts, further, ethical conduct standards give employees the information necessary to report any instances of fraud, waste, and abuse they may encounter.

A copy of the Standards of Ethical Conduct to Address Fraud, Waste, and Abuse is attached for the City Council's review and consideration.

BACKGROUND: Internal controls are necessary to manage the operations of the City. Employees must have an understanding of such controls and procedures so they may properly perform their respective duties. The City's independent auditors stipulated the following in the June 30, 2011 federal single audit:

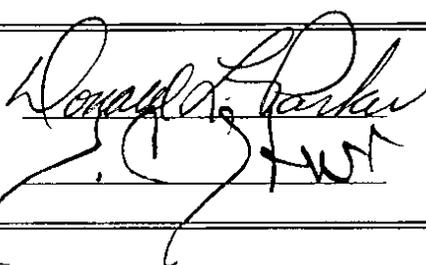
"Management needs to provide information to employees on how to communicate fraud-related matters. Research has shown that the majority of fraud is detected by fellow employees, and not by outside auditors or internal controls. It is important for the City to establish and communicate to employees a reporting system that is appropriate for the City."

The Standards of Ethical Conduct to Address Fraud, Waste, and Abuse was developed in follow-up to the auditor's comments and has been reviewed by them, staff, and the City Attorney. Should the City Council approve the proposed policy, City employees would be provided with copies of the policy and would be requested to return a signed affidavit that they are in receipt of the policy and have agreed to abide by it.

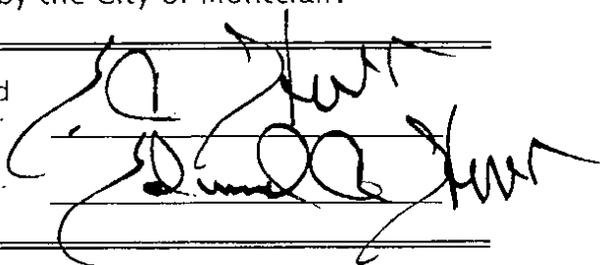
FISCAL IMPACT: None

RECOMMENDATION: Staff recommends the City Council approve the Standards of Ethical Conduct to Address Fraud, Waste, and Abuse for use by the City of Montclair.

Prepared by:



Reviewed and
Approved by:



Proofed by:

Presented by:



MONTCLAIR

STANDARDS OF ETHICAL CONDUCT TO ADDRESS FRAUD, WASTE, AND ABUSE

Policy

In the spirit of sound and ethical governance and consistent with California Government Code §53087.6, and other applicable laws and regulations, the City of Montclair's City Council believes that the ethical conduct of those in public service is of utmost importance. This policy is set forth in order to address fraud, waste, and abuse in City government and establishes reasonable standards of ethical conduct for all City employees and officers. It is the intent of this policy to establish minimum expectations relative to employee and officer behavior and conduct in the execution of their duties as representatives of the city.

Scope

This policy applies to all City of Montclair employees and officers (hereinafter "employees"). This policy is not intended to be all-inclusive or address every possible eventuality or circumstance. Instead, it is intended to establish reasonable standards and provide guidance relative to the ethical conduct of City employees while fulfilling the expectations of City residents.

Interpretation

This policy does not supplant any of the City of Montclair's labor contracts or Memoranda of Understanding (MOUs). Should this policy conflict with any law, regulation, or labor contract of which the city or its employees may be subject, that law, regulation, or contract shall take precedence. In the event this policy conflicts with any precedent or past practice of the city, management will resolve that conflict by means consistent with established procedures or practices.

Definitions

Fraud, waste, and abuse Any illegal, wasteful, or improper activity involving City assets or resources. It includes theft by means of deception, deceit, or trickery; willful misrepresentation to obtain something of value, and the extravagant, careless, or needless expenditure or consumption of City resources, whether intentional or not.

Fraud Theft by means of deception, deceit, or trickery. Examples include, but are not limited to: forging or altering a City warrant or check; charging personal expenses to the City; or claiming overtime when not worked.



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Waste The unnecessary or pointless consumption of resources, time, or labor. Examples include, but are not limited to: using more of something when less will do, performing tasks that do not need to be performed, or maintaining excessive inventories.

Abuse Misuse of power, authority, or control. Examples include, but are not limited to: using one's authority to direct employees to perform non-City-related work; causing employees to work overtime without compensation; or using City assets for non-City business without proper permission.

Additional definitions of terms relating to fraud, waste, and abuse include:

Asset: Anything of value, whether tangible or intangible. Examples include, but are not limited to: cash, tools, equipment, fuel, office supplies, and time

Conflict of Interest: Any circumstance in which the interests, duties, obligations, or activities of an employee or an employee's immediate family member are in conflict or incompatible with the interests of the city; the duties and obligations of the employee, or his or her capacity as an employee. Examples include, but are not limited to: City employees bidding on City contracts, influencing City policy or activities for personal gain, or disclosing confidential City information to a friend or relative in order to assist them or benefit themselves

Employee Any individual classified by the City's Human Resources Department as a full-time, part-time, seasonal, temporary full-time, temporary part-time, or per diem employee or officer of the City

Gifts: Any payment or item that gives a personal benefit to the recipient to the extent that something of equal or greater value is not received and includes a discount or rebate, unless the discount or rebate is available to all members of the public.

Immediate Family: A spouse or dependent child of the employee

Reasonable Person Any person of average competence and ability to reason.

Third party: Any person or entity other than an employee of the City or the City itself

Expectations

City employees shall adhere to and uphold this policy both in practice and in spirit. It is expected that employees act in the public's interest first and not their own. It is further



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expected that their behavior, both on the job and off, reflects positively on the City, its reputation, and its employees. Pursuant to this policy, an employee's duties and responsibilities include, but are not limited to:

- a. **Duty to protect the reputation of the City:** It is the duty of every employee to uphold and protect the good reputation of the City and his or her fellow workers
- b. **Duty to obey the law:** It is the responsibility of every employee to obey the law in the execution of his or her duties. Ignorance of the law or a particular regulation may not be considered an excuse for committing a violation or oversight.
- c. **Duty to comply with City policies** It is the responsibility of every employee to comply with all City policies.
- d. **Conflicts of interest must be avoided:** In the broadest sense of the meaning, no employee shall engage in a behavior that may appear to be or give rise to a conflict of interest between him or herself and that employee's official capacity or duties. Should a conflict of interest arise, the employee involved shall report it in the manner described below.
- e. **Disqualification from acting on city business:** An employee shall disqualify him or herself and shall not act on any matter in which he or she, a member of his or her immediate family, or another employer of the employee has a financial interest.
- f. **Prohibition of certain financial interest or activity:** No employee, regardless of any prior disclosure, who has a material interest, personally or through a member of his or her immediate family, in any business entity doing or seeking to do business within the City shall influence or attempt to influence the selection of the business entity or the making of a contract between such business entity and the City. Employees may not have financial interests in contracts as prohibited by California Government Code § 1090, *et seq.*
- g. **Solicitation of gifts or loans is prohibited:** No employee shall solicit anything of monetary value (even such things which might be returned or repaid) if it would appear to have been solicited with the intent of obtaining something in return. Nothing shall prohibit contributions or gifts including political contributions, which are reported in accordance with applicable law or which are accepted on behalf of the City.



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- h. Gifts in excess of the annual gift limitation amount are prohibited:** No employee or family member of an employee shall accept gifts that exceed an aggregate value of the adjusted annual gift limitation amount in accordance with Government Code Section 89503 in any twelve (12) consecutive months from an individual or entity that is doing business with the City
- i. Improper disclosure of privileged, personal, or confidential information.** Unless expressly authorized, no employee shall intentionally disclose privileged, personal, or confidential information obtained as a result of, or in connection with, his or her employment with the City for any purpose. Privileged, personal, or confidential information does not include information that is a matter of public knowledge or that is available to the public on request. Nothing in this policy is intended to prohibit or infringe upon any communication, speech, or expression that is protected or privileged under law. This includes speech and expression protected under state and federal constitutions as well as labor or other applicable laws
- j. Improperly using one's City employment:** No employee shall use or permit the use of any City assets for a non-City purpose that is for the private benefit of the employee or any other person unless available on equal terms to the general public (such as the use of the library or parks)
- k. Improper influence** No employee, except in the course of his or her official duties, shall assist any person in any transaction with the City when such employee's assistance would appear to a reasonable person to be enhanced by that employee's position with the City for their own personal benefit. This subsection shall not apply to any employee appearing on his own behalf or representing himself as to any matter in which he has a proprietary interest, if not otherwise prohibited by law
- l. Duty to identify, report, and work to eliminate fraud, waste, and abuse:** It is the responsibility and duty of every employee to identify, report, and work to eliminate fraud, waste, and abuse at all levels of the City's administration and operations. Employees are encouraged to bring to the attention of management any opportunity to reduce or eliminate fraud, waste, and abuse.
- m. Duty to cooperate:** It is the duty of every employee to cooperate in an investigation involving a violation or an alleged violation of this policy. Upon the City's request, an employee will participate and fully cooperate in any investigation. This policy does not preclude an employee from exercising his or her Constitutional rights or those afforded to him or her by a City-recognized labor contract. However, the exercising of one's rights does not



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preclude City from disciplining an employee for his or her failure to participate or cooperate in an investigation if the City may lawfully do so.

- n. **Handling of anonymous complaints or allegations of violations of this policy:** Employees are prohibited from attempting to identify or intentionally exposing the identity of any party making an anonymous report or complaint pursuant to this policy.

Reporting

Employees are expected to report all violations or suspected violations of this policy to management in a timely and professional manner. The City recognizes that the reporting party may desire or require anonymity. Thus, anonymous reports or concerns may be reported by any party to the City Manager or the City Council. It is the duty of every employee to report any known violation of this policy or what would appear to a reasonable person to be a violation of this policy. Employees are reminded that they may report anonymously any actions that detract from the efficiency and effectiveness of City operations including, but not limited to, fraud, waste, abuse, ethics violations, retaliation, discrimination, and safety violations. It is a violation of this policy to retaliate against an employee who makes a report anonymously under California Labor Code Sections 1102.5 and 1106. The California State Attorney General's Whistleblower Hotline number is (800) 952-5225.

Investigation and Enforcement

All violations or alleged violations of this policy will be investigated. As stated above, it is the duty of every employee to cooperate in an investigation involving a violation or an alleged violation of this policy. Upon the request of the City, an employee will participate and fully cooperate in any investigation, whether conducted by the City or its agent(s). If as a result of a good faith investigation and a resultant reasonable conclusion that a violation of this policy has occurred, the offending employee may be subject to disciplinary action up to and including termination.

Acknowledgement

Within 60 days of the City Councils' approval of this policy, department heads shall have all current employees provide written acknowledgement that they have received and read this policy. All employees hired after the City Councils' approval of this policy will be required to provide written acknowledgement that they have received and read this policy at the time of hire. The required acknowledgement form is provided as Attachment 1. Failure of an employee to acknowledge this policy (regardless of means) does not absolve that employee of his or her responsibilities pursuant to it nor does it preclude that employee from being disciplined or terminated for violating it.



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Attachment 1

**Acknowledgement of City of Montclair's Standards of
Ethical Conduct to Address Fraud, Waste, and Abuse**

I have received a copy of and I am fully aware of the City of Montclair's Standards of Ethical Conduct. I agree to abide by the terms of this policy

Employee Name _____

Employee Signature _____

Date: _____

This form shall be retained in department files.

AGENDA REPORT

SUBJECT: CONSIDER DECLARING UNCLAIMED
BICYCLES IN POLICE CUSTODY AS SURPLUS
AND AVAILABLE FOR DONATION TO THE
CALIFORNIA INSTITUTION FOR WOMEN

DATE: January 22, 2013

SECTION: ADMIN REPORTS

ITEM NO.: 10

FILE I.D.: EQS051/052

DEPT.: POLICE

REASON FOR CONSIDERATION: The City Council is requested to consider declaring unclaimed bicycles in Police custody as surplus so they may be made available for donation to the California Institution for Women.

BACKGROUND: The bicycles included on the attached list are considered unclaimed property in Police custody. Upon being declared as surplus by the City Council, the bicycles would be available for donation to the California Institution for Women.

FISCAL IMPACT: There would be not fiscal impact to the City's General Fund as a result of donation of the subject bicycles.

RECOMMENDATION: Staff recommends the City Council declare unclaimed bicycles in Police custody as surplus and available for donation to the California Institution for Women.

Prepared by:

Sharon Azarian

Reviewed and
Approved by:

K. P. Evans

Proofed by:

Judith B...

Presented by:

Diana Stewart

**CITY OF MONTCLAIR
UNCLAIMED BICYCLES
DESCRIPTION OF BICYCLE**

TAG #	STATUS	DESCRIPTION OF BICYCLE	SERIAL #	CASE #
1	SK	18 SPEED FREE SPIRIT BICYCLE	507474510	12-2203
2	F	BLUE BIKE WITH ONE WHEEL		12-3153
3	F	GRY SINGLE TIRE BIKE		12-3681
4	F	BLUE BIKE FRAME		12-3681
5	F	HUFFY BLUE BIKE FRAME		12-3681
6	F	BLACK DIAMOND BACK BIKE FRAME		12-3681
7	F	BLK MTN TYPE BIKE FRAME		12-3681
8	SK	BLUE HUFFY MTN BIKE	AL12A069298	12-4540
9 28	SK	BLU MAGNA MTN BIKE	00TD079449	12-3389
10	SK	BIKE		12-1576
11	SK	21SPD RALEIGH GRN BIKE		12-3879
12	SK	CHROME MONGOOSE BIKE	AX126229	12-5012
13	SK	HUFFY TARGA MTN BIKE GREEN	96504- 91724Z2H7395	12-4473
14	F	YELLOW MONGOOSE BIKE		12-3681
15	F	HUFFY BLUE BIKE	8NHCGOSH23726	12-2344

ACCEPTOR _____ DATE _____

RELEASED BY _____ PAGE _____ OF _____

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO 13-05 WITH CHARLES E. THOMAS COMPANY FOR REPAIRS AND MODIFI- CATIONS TO THE MONTCLAIR POLICE DEPARTMENT ABOVEGROUND FUEL STORAGE TANK SYSTEM	DATE: January 22, 2013
	SECTION: AGREEMENTS
	ITEM NO.: 1
	FILE I.D.: EMR150
CONSIDER AUTHORIZATION OF A \$25,000 APPROPRIATION FROM THE CONTINGENCY FUND FOR ASSOCIATED PROJECT COSTS	DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 13-05 with Charles E. Thomas Company for repairs and modifications to the Montclair Police Department aboveground fuel storage tank system. The City Council is also requested to consider authorization of a \$25,000 appropriation from the Contingency Fund for associated project costs.

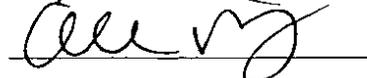
A copy of proposed Agreement No. 13-05 is attached for the City Council's review and consideration.

BACKGROUND: On May 21, 2012, the City Council approved Agreement No. 12-35 with Gasoline Retail Facilities Consulting, Inc. (GRFC) for preparation of a fuel tank spill prevention control and countermeasure (SPCC) plan at the Montclair Police facility. As part of the SPCC plan, GRFC determined that in addition to the need for spill containment, there were other issues with the aboveground storage tank that should be addressed. The SPCC plan addressed these issues as well and included construction drawings necessary for all work required.

Staff requested construction bids from three contractors specializing in this type of work. Bids were received from the contractors as follows:

<i>Bidder</i>	<i>Bid Amount</i>
Charles E. Thomas Company	\$22,005.52
Petro Builders, Inc.	\$23,435.00
Fleming Environmental Incorporated	\$27,597.00

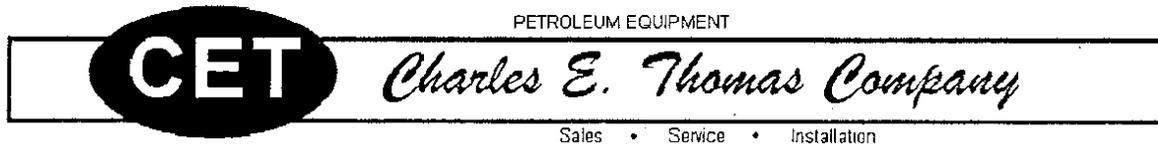
FISCAL IMPACT: Staff recommends \$25,000 be appropriated from the Contingency Fund for this project. The appropriation includes a construction contingency of approximately 10 percent.

Prepared by: 
Proofed by: 

Reviewed and Approved by: 
Presented by: 

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

1. Approve Agreement No. 13-05 with Charles E. Thomas Company for repairs and modifications to the Montclair Police Department above-ground fuel storage tank system.
2. Authorize a \$25,000 appropriation from the Contingency Fund for associated project costs.



SUBMITTED TO: City of Montclair			DATE: 12/20/12	BID NO: 9768R1
STREET: 5111 Benito Ave			JOB DESCRIPTION: AST Upgrade	
CITY: Montclair	STATE: CA.	ZIP:	JOB ADDRESS: 4870 Arrow Hwy	
TELEPHONE: 909-625-9444	ATTENTION: Steve Stanton		SALESMAN: Patterson	

The Charles E. Thomas Company is pleased to offer our bid to supply the following equipment and perform the following installation.

1	2	OPW6211R-201B3LD	REMOTE SPILL CONTAINER
2	2	OPW634B 0150	CAP
3	2	OPW204247	GAUGE PORT
4	2	OPW633AST-0200	ADAPTER
5	1	OPW301-6080	VENT -6"
6	1	OPW310-8080	VENT-8"
7	2	OPW61FSTOP-	OVERFILL PREVENTION VALVE
8	1	OPW61FT-0260	DROP TUBE
9	1	OPW61T-0208	DROP TUBE
10	2	OPW200TG ENG	TANK GAUGE
11	2	OPW1611AN-0300	KAMVALOK ADAPTER 3"
12	1	OPW1711D1080	KAMVALOCK COUPLER 3"
13	1	OPW1611AV-1620	VAPOR RECOVERY ADAPTER
14	1	OPW61VSA-1020-EVR	VAPOR RECOVERY ADAPTER
15	1	OPW1711T-7085-EVR	VAPOR CAP
	2	100-703	Jomar 1/2" Brass Ball Valve for drain pipe in Ground Level Fill Box
16	2	OPW61M	MONITORING CAP ADAPTER
17	2	OPWFSA-0400	FACE SEAL
18	1	OPW23-0033	2" tank vent
19	1	OPW623V-2203	2" Pressure Vacuum Vent, Carb/EVR Certified

Provide a site specific health and safety plan

Provide labor to disconnect power to existing suction pumps, dispensers and alarms and perform a lock out tag out. Remove existing tank equipment and provide a 2" gauge hatch to existing stick port and cap existing 1.5" drain bung.

Provide labor to install ground level box for gasoline ta including all accessories.

Provide labor and material to install 4" black iron product supply pipe from each existing fill bung of diesel and gasoline tanks to new ground level fill boxes.

Remove existing VR cap on gasoline tank and pipe in new 3" black iron vapor return pipe from existing gasoline tank to new gasoline ground level fill box.

Relocate existing clock gauge of diesel and gasoline tanks as shown on plant.

Install vent caps for diesel and gasoline tanks. Vent pipes shall extend 5 feet above roof of canopy.

Provide and install grounding for new ground level fill boxes.

Provide and install support on all new pipes and conduits with unistrut 5 feet on center.

Provide conduit and wire to install ESO with proper signage.

Provide and install all signage as per plan.

Reconnect power to existing pumps, dispensers, and alarms.

Perform necessary tests and calibrate.

Subtotal	\$ 8,690.13
Tax	760.39
Construction	<u>12,555.00</u>
GRAND TOTAL	<u>\$22,005.52</u>

Notes:

Labor is based on prevailing wage rate.
ORA-2012-1-Electrician
SC-23-102-2-2011-1/group 1 labor
SC-23-2-2011-1/group 4 labor

Bid does not include the following:

Plans and permit
Monitor cert
UDC test or repair

Warranty period for equipment sold on this contract is based on manufacturer's limited warranty only. Warranty will be in effect upon receipt of equipment and upon compliance of terms and conditions of the contract by the buyer.

If the purchaser of this equipment modifies or uses said product in a manner not in compliance with instructional use as provided by the manufacturer or the Charles E. Thomas Company, then purchaser agrees to indemnify and hold harmless the Charles E. Thomas Company from any and all liability, including the cost of defense and attorney's fees resulting from the product's misuse by the purchaser directly or by third parties.

All work is to be completed in accordance with standard Industry practices and is guaranteed for a period of one year. Any alteration or deviation involving extra cost will be executed verbally or by written order and will become an extra charge over and above the amount set for this contract.

The Charles E. Thomas Company contractors license number is 302015 and includes A, Engineering, B; General, C-10; Electrical, C-61/D40, Service Station Piping and Hazardous Materials (Hazwopper). Any questions concerning a contractor may be referred to Registrar, Contractors State License Board POB 26000 Sacramento, CA 95826.

Charles E. Thomas Company assumes no responsibility for contamination or underground obstructions. In the event that contamination or underground obstructions (such as sewer, water, air, telephone, gas and electrical lines, concrete saddles, rock, boulders in excess of 10" in diameter, or sandy or wet soil that cause cave-ins) are encountered, or any condition that impedes the progress of normal excavation for the job, the additional labor and materials costs expended to overcome such events will be billed as an extra to the job. Contaminated soil is any soil with a reading above zero parts per million using any standard testing method. Further, removal of contaminated soil from a Jobsite is the owner's responsibility.

Under the Mechanics Lien Law (California Code of Civil Procedure, Section 1191 ET SEQ.) any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. After a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness.

Owner to carry fire, liability and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance. Charles E. Thomas Company carries Liability and Pollution Insurance and will provide Certificate of Insurance upon request.

Payment is to be made as outlined below. We charge a finance charge of 1 1/2% monthly on past due amounts. This is an annual rate of 18%. A handling charge will be charged for all merchandise returned unless defective. It is further understood and agreed that in the event this bill becomes overdue and the seller commences legal action for the collection of same, the buyer will pay all costs for collection including attorney fees, court costs, incidental costs, and 1 1/2% finance charges monthly and not more than 18% annually.

Progress payment will be due upon invoicing for all work that is completed to the point of any delays, including work that is halted by Governmental Agencies.

In case of cancellation, a 25% restocking fee for all equipment for job will be charged. In addition, all costs incurred to point of cancellation will be invoiced at cost plus 25% for material and \$50 per hour for labor.

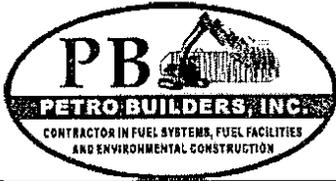
If necessary, a California UCC-1 form will be executed in conjunction with this contract. The UCC-1 will be returned intact upon payment in full of the contract and when the check has been properly endorsed and has been paid by the bank upon which it was drawn. If terms and conditions are not met within a specified time and within the confines of this contract, the Charles E. Thomas Company or its agents reserves the right to take possession of any material or equipment sold to the buyer as a part of this contract in order to recover costs for the unsatisfied contract.

Sales tax rate at time contract is signed will apply.

Unless otherwise stipulated, compensation for loss of business or guarantees regarding completion for this job is not included in this bid.

All terms and conditions hereof are in effect upon signature below or upon the issuance of a purchase order or contract referencing this proposal, in which case, terms of this proposal/contract will supersede any conflicting terms.

Price: Twenty Two Thousand Five Hundred Five Dollars and 52/100	\$	22,005.52
Terms:30% down, 40% before delivery to site,30%	FOB:	Jobsite
Upon permit sign off.	Bid Good	30 Days
	For:	
Customer Signature:	Date:	
Printed Name of Above:	Title:	
CE Thomas Signature:	Date:	
Printed Name of Above:	Title:	



TEL: (562) 946-2285 - FAX: (562) 946-5395

www.PetroBuilders.com

Montclair Police Department
4870 Arrow Hwy
Montclair, CA 91763-1211

December 13, 2012

Attention: Steve Stanton

We propose to furnish labor, material, and equipment to complete the following:

Price: \$23,435 00 (Twenty three thousand, four hundred thirty five dollars and no 100ths)

Scope of Work:

Provide and install the necessary equipment per provided plans dated 9-1-12, site visit, and discussions

Inclusions:

2 above ground fills and associated piping
Signage per plans
ESO switch
Prevailing wage to install the above

Exclusions:

Planning design and permitting
Gasboy and card lock work

We sincerely appreciate your invitation to quote and we assure you safe and satisfactory results. If you should have any questions regarding this proposal please do not hesitate to contact me.

Sincerely,
Petro Builders, Inc.



Don Prescott
Project Supervisor

Digitally signed by Don Prescott
DN: cn=Don Prescott, o=Petro Builders, Inc.
OU=Project Management, e=DonPrescott@petrobldrs.com
c=United States, G=Don Prescott
Reason: I am approving the document
Location:
Date: 2012.12.13 11:46:31 -0800



Fleming Environmental Incorporated

1372 E. Valencia Dr. * Fullerton, CA 92831

(714) 871-2800 * Fax (714) 871-2801

License #746017

November 15, 2012

City of Montclair
Attn: Steve Stanton
5111 Benito Street
Montclair, CA 91763

Re: Proposed Fuel Facility Upgrade – Montclair, CA

Dear Steve,

Fleming Environmental is pleased to offer you this proposal for the above referenced project. The following is what our price is predicated on:

Work Included:

- Mobilize on site.
- Lock and tagout system.
- Relocate clock gauge for both Diesel and Gas compartments.
- Install new 2" drain valve pipe and ball valve.
- Install primary tank vents for both Diesel and Gas through the canopy roof including specified vent caps. This includes furnishing and installing weather proof sheet metal penetrations.
- Furnish and install new ground level fill package for both Diesel and Gas. This includes grounding cabinet. We have not verified the bung sizes. We have assume the overflow valve will fit through the existing bungs. We take exception to installing 4" supply lines; we have included installing 3" supply lines.
- Furnish and install new ESO switch and re-wiring system for proper operation. We have assumed we can go overhead with the conduit and wiring from the ESO to the tank area. Any underground conduit is excluded.
- Paint the newly installed piping. Conduit to be left uncoated.
- Install tank signage and pipe markings. Pipe markings will be for the new pipe installation only
- Clean up of our work.

Work Excluded:

- Bonds.
- Permits.

November 15, 2012

- Modifications to the existing tank, bungs, and fueling system other than what is specifically mentions above.
- Tank testing.
- Demolition of concrete or asphalt hardscape.
- Any underground conduits.
- Unforeseen site conditions.
- Any work not specifically mentioned above.

Base Bid

\$27,597.00

This proposal is valid for 30 days from the above dated proposal. If this proposal is acceptable, this proposal shall be incorporated into any agreement. Furthermore, Fleming maintains full comprehensive insurances. These are available upon written request. Should this project require additional insurance coverage's above our norm, this will be an extra cost.

If you should have any questions or require further information, please cal me at (714) 871-2800.

Sincerely

Terry L. Fleming Jr.
President

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

A. Recitals.

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

MONTCLAIR POLICE DEPARTMENT FUEL TANK REPAIRS

"PROJECT" hereinafter

B. Resolution.

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

1 GENERAL SCOPE OF WORK. CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do all work contemplated and embraced for the PROJECT Said PROJECT to be performed in accordance with specifications and standards on file in the Office of the City Engineer and in accordance with bid prices hereinafter mentioned and in accordance with the instructions of the Engineer

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY The aforesaid specifications are incorporated herein by reference thereto and made a part hereof with like force and effect as if all of said documents were set forth in full herein. Said documents, the Notice Inviting Bids, the Instructions to Bidders, the Proposal and any City-issued addenda, together with this written Agreement, shall constitute the contract between the parties. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written Agreement, the provisions of this written Agreement shall control.

3 TERMS OF CONTRACT The CONTRACTOR agrees to execute the contract within ten (10) calendar days from the date of notice of award of the contract and to complete his portion of PROJECT within the time specified in the Special Provisions. CONTRACTOR agrees further to the assessment of liquidated damages in the amount specified in the Special Provisions or the Standard Specifications, whichever is higher, for each calendar day PROJECT remains incomplete beyond the expiration of the completion date. CITY may deduct the amount thereof from any moneys due or that may become due the CONTRACTOR under this contract. Progress payments made after the scheduled date of completion shall not constitute a waiver of liquidated damages.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. INELIGIBLE SUBCONTRACTORS: The CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform on the project pursuant to § 1777 1 and § 1777 7 of the Labor Code.

8. CONTRACT PRICE AND PAYMENT CITY shall pay to the CONTRACTOR for furnishing the material and doing the prescribed work the unit prices set forth in accordance with CONTRACTOR's Proposal dated **December 20, 2012**.

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

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

CONTRACTOR

CITY

CHARLES E. THOMAS COMPANY
13701 South Alma Avenue
Gardena, CA 90249

CITY OF MONTCLAIR, CALIFORNIA

By: _____
Name

Paul M. Eaton
Mayor

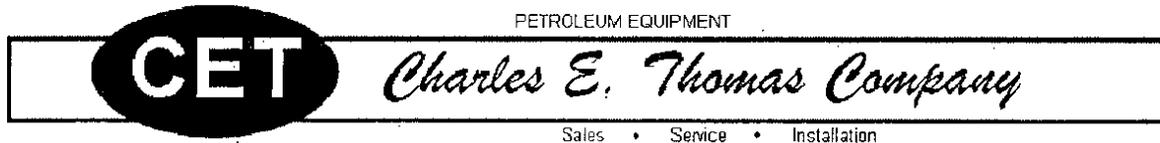
Title

ATTEST

By: _____
Name

Yvonne L. Smith
Deputy City Clerk

Title



SUBMITTED TO: City of Montclair			DATE: 12/20/12	BID NO: 9768R1
STREET: 5111 Benito Ave			JOB DESCRIPTION: AST Upgrade	
CITY: Montclair	STATE: CA.	ZIP:	JOB ADDRESS: 4870 Arrow Hwy	
TELEPHONE: 909-625-9444	ATTENTION: Steve Stanton		SALESMAN: Patterson	

The Charles E. Thomas Company is pleased to offer our bid to supply the following equipment and perform the following installation.

1	2	OPW6211R-201B3LD	REMOTE SPILL CONTAINER
2	2	OPW634B-0150	CAP
3	2	OPW204247	GAUGE PORT
4	2	OPW633AST-0200	ADAPTER
5	1	OPW301-6080	VENT -6"
6	1	OPW310-8080	VENT-8"
7	2	OPW61FSTOP-	OVERFILL PREVENTION VALVE
8	1	OPW61FT-0260	DROP TUBE
9	1	OPW61T-0208	DROP TUBE
10	2	OPW200TG-ENG	TANK GAUGE
11	2	OPW1611AN-0300	KAMVALOK ADAPTER 3"
12	1	OPW1711D1080	KAMVALOCK COUPLER 3"
13	1	OPW1611AV-1620	VAPOR RECOVERY ADAPTER
14	1	OPW61VSA-1020-EVR	VAPOR RECOVERY ADAPTER
15	1	OPW1711T-7085-EVR	VAPOR CAP
	2	100-703	Jomar 1/2" Brass Ball Valve for drain pipe in Ground Level Fill Box
16	2	OPW61M	MONITORING CAP ADAPTER
17	2	OPWFSA-0400	FACE SEAL
18	1	OPW23-0033	2" tank vent
19	1	OPW623V-2203	2" Pressure Vacuum Vent, Carb/EVR Certified

Provide a site specific health and safety plan

Provide labor to disconnect power to existing suction pumps, dispensers and alarms and perform a lock out tag out. Remove existing tank equipment and provide a 2" gauge hatch to existing stick port and cap existing 1.5" drain bung.

Provide labor to install ground level box for gasoline ta including all accessories.

Provide labor and material to install 4" black iron product supply pipe from each existing fill bung of diesel and gasoline tanks to new ground level fill boxes.

Remove existing VR cap on gasoline tank and pipe in new 3" black iron vapor return pipe from existing gasoline tank to new gasoline ground level fill box.

Relocate existing clock gauge of diesel and gasoline tanks as shown on plan.

Install vent caps for diesel and gasoline tanks. Vent pipes shall extend 5 feet above roof of canopy.

Provide and install grounding for new ground level fill boxes.

Provide and install support on all new pipes and conduits with unistrut 5 feet on center.

Provide conduit and wire to install ESO with proper signage.

Provide and install all signage as per plan.

Reconnect power to existing pumps, dispensers, and alarms.

Perform necessary tests and calibrate.

Subtotal	\$ 8,690.13
Tax	760.39
Construction	<u>12,555.00</u>
GRAND TOTAL	<u>\$22,005.52</u>

Notes:

Labor is based on prevailing wage rate.

ORA-2012-1-Electrician

SC-23-102-2-2011-1/group 1 labor

SC-23-2-2011-1/group 4 labor

Bid does not include the following:

Plans and permit

Monitor cert

UDC test or repair

Warranty period for equipment sold on this contract is based on manufacturer's limited warranty only. Warranty will be in effect upon receipt of equipment and upon compliance of terms and conditions of the contract by the buyer.

If the purchaser of this equipment modifies or uses said product in a manner not in compliance with instructional use as provided by the manufacturer or the Charles E. Thomas Company, then purchaser agrees to indemnify and hold harmless the Charles E. Thomas Company from any and all liability, including the cost of defense and attorney's fees resulting from the product's misuse by the purchaser directly or by third parties.

All work is to be completed in accordance with standard industry practices and is guaranteed for a period of one year. Any alteration or deviation involving extra cost will be executed verbally or by written order and will become an extra charge over and above the amount set for this contract.

The Charles E. Thomas Company contractors license number is 302015 and includes A, Engineering, B; General, C-10; Electrical, C-61/D40; Service Station Piping and Hazardous Materials (Hazwopper). Any questions concerning a contractor may be referred to Registrar, Contractors State License Board POB 26000 Sacramento, CA 95826.

Charles E. Thomas Company assumes no responsibility for contamination or underground obstructions. In the event that contamination or underground obstructions (such as sewer, water, air, telephone, gas and electrical lines, concrete saddles, rock, boulders in excess of 10" in diameter, or sandy or wet soil that cause cave-ins) are encountered, or any condition that impedes the progress of normal excavation for the job, the additional labor and materials costs expended to overcome such events will be billed as an extra to the job. Contaminated soil is any soil with a reading above zero parts per million using any standard testing method. Further, removal of contaminated soil from a jobsite is the owner's responsibility.

Under the Mechanics Lien Law (California Code of Civil Procedure, Section 1191 ET SEQ.) any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. After a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness.

Owner to carry fire, liability and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance. Charles E. Thomas Company carries Liability and Pollution Insurance and will provide Certificate of Insurance upon request.

Payment is to be made as outlined below. We charge a finance charge of 1 1/2% monthly on past due amounts. This is an annual rate of 18%. A handling charge will be charged for all merchandise returned unless defective. It is further understood and agreed that in the event this bill becomes overdue and the seller commences legal action for the collection of same, the buyer will pay all costs for collection including attorney fees, court costs, incidental costs, and 1 1/2% finance charges monthly and not more than 18% annually.

Progress payment will be due upon invoicing for all work that is completed to the point of any delays, including work that is halted by Governmental Agencies.

In case of cancellation, a 25% restocking fee for all equipment for job will be charged. In addition, all costs incurred to point of cancellation will be invoiced at cost plus 25% for material and \$50 per hour for labor.

If necessary, a California UCC-1 form will be executed in conjunction with this contract. The UCC-1 will be returned intact upon payment in full of the contract and when the check has been properly endorsed and has been paid by the bank upon which it was drawn. If terms and conditions are not met within a specified time and within the confines of this contract, the Charles E. Thomas Company or its agents reserves the right to take possession of any material or equipment sold to the buyer as a part of this contract in order to recover costs for the unsatisfied contract.

Sales tax rate at time contract is signed will apply.

Unless otherwise stipulated, compensation for loss of business or guarantees regarding completion for this job is not included in this bid.

All terms and conditions hereof are in effect upon signature below or upon the issuance of a purchase order or contract referencing this proposal, in which case, terms of this proposal/contract will supersede any conflicting terms.

Price: Twenty Two Thousand Five Hundred Five Dollars and 52/100		\$	22,005.52
Terms: 30% down, 40% before delivery to site, 30%	FOB:	Jobsite	
Upon permit sign off.	Bid Good	30 Days	
	For:		
Customer Signature:	Date:		
Printed Name of Above:	Title:		
CE Thomas Signature:	Date:		
Printed Name of Above:	Title:		

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NOS 13-09, 13-10, AND 13-11 WITH MONTCLAIR LITTLE LEAGUE, ALL CITIES YOUTH BASEBALL, AND GOLDEN GIRLS SOFTBALL LEAGUE, RESPECTIVELY, FOR USE OF BALL FIELD FACILITIES	DATE: January 22, 2013
	SECTION: AGREEMENTS
	ITEM NO.: 2
	FILE I.D.: ATH020/215/218
	DEPT.: COMMUNITY DEV

REASON FOR CONSIDERATION: The City Council is requested to consider approval of agreements with the Montclair Little League, All Cities Youth Baseball, and Golden Girls Softball League for their use of ball field facilities for their spring/summer sports activities.

Copies of proposed Agreement Nos. 13-09, 13-10, and 13-11 with the leagues are attached for the City Council's review and consideration.

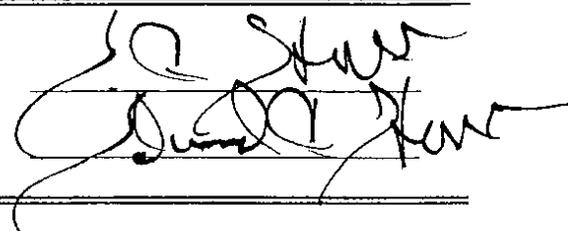
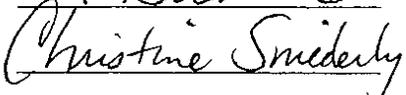
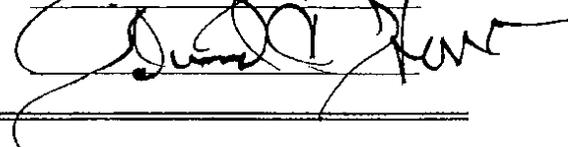
BACKGROUND: Pursuant to proposed Agreement No. 13-09, Montclair Little League would use the fields at Kingsley Park for its baseball activities on Mondays, Wednesdays, Fridays, and Saturdays Pursuant to proposed Agreement No. 13-10, All Cities Youth Baseball would use Kingsley Park on Tuesdays and Thursdays. Pursuant to proposed Agreement No. 13-11, Golden Girls Softball League would use the fields at Vernon Park for its softball activities on weekdays and Saturdays. Sunday field use by all leagues is only permitted in the event that ball games are rained out.

Montclair Little League, All Cities Youth Baseball, and Golden Girls Softball League have each requested the use of lights for activities that may be conducted after dark. The cost of electrical services associated with such lighting would be divided equally between the requesting league and the City of Montclair at the rate of \$15 per hour per field for such use.

The terms of proposed Agreement Nos. 13-09, 13-10, and 13-11 are January 23, 2013, through August 31, 2013.

FISCAL IMPACT: A total of approximately \$100,000 (\$50,000 per park) in maintenance, lighting, and upkeep costs is associated with the leagues' use of the subject parks

RECOMMENDATION: Staff recommends the City Council approve Agreement Nos. 13-09, 13-10, and 13-11 with Montclair Little League, All Cities Youth Baseball, and Golden Girls Softball League, respectively, for use of ball field facilities.

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

AGREEMENT NO. 13-09
WITH MONTCLAIR LITTLE LEAGUE
FOR USE OF KINGSLEY PARK

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

WITNESSETH:

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

WHEREAS, said Park has been developed to provide areas for youth sports on which premises LEAGUE desires to use for Junior/Senior Little League baseball activities at such times and hours set forth in Section 1(y). The term of this Agreement is for January 23, 2013, through August 31, 2013.

SECTION 1: LEAGUE hereby agrees as follows:

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

premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated, a contracted cleaning agency will be hired by the CITY and the LEAGUE will be responsible for all fees related to the service.

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

supply personnel to conduct and supervise LEAGUE activities on the premises

- r. If LEAGUE elects to use lights for activities conducted after dark, LEAGUE agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Fifteen Dollars (\$15) per hour, per field. LEAGUE will remit prompt payment to CITY upon receipt of monthly invoice.
- s. To deposit with the CITY representative the sum of Five Hundred Dollars (\$500) as a security deposit to ensure the proper and prompt payment of alarm fees, electrical services for elected use of lights, or any incurred damages to facilities associated with the LEAGUE. In the event all invoices or potential damages are paid by the end of this Agreement term, the deposit would be refunded
- t. To provide CITY representative with a list of the Board of Directors including names, addresses, and telephone numbers.
- u. To provide CITY with participant rosters and practice and game schedules.
- v. To provide CITY with financial statements upon request for audit purposes
- w. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- x. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency of which LEAGUE has knowledge.
- y. It is agreed that LEAGUE may use said baseball fields from January 23, 2013, through August 31, 2013, Mondays, Wednesdays and Fridays generally commencing at 4:00 p.m. and Saturdays generally commencing at 8:00 a.m. No activities will be conducted past 10:00 p.m.
- z. PUBLIC LIABILITY AND PROPERTY DAMAGE. Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept, in full force and effect for the mutual benefit of CITY and LEAGUE comprehensive broad form general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and

noncontributing with any insurance that may be carried by CITY, and (3) policies cannot be canceled or materially changed except after thirty (30) days' notice in writing by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.

- aa. INDEMNIFICATION LEAGUE shall defend, indemnify, and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by LEAGUE of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the LEAGUE in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.
- bb. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- cc. To conduct all operations in compliance with the Americans with Disabilities Act.
- dd. LEAGUE shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for LEAGUE meetings.
- ee. CITY is currently negotiating a lease with the Ontario-Montclair School District (OMSD) for use of Kingsley Park. To date, OMSD has allowed the City to use the ball field without a current lease agreement. OMSD has the right to unilaterally order CITY off the ball field until such time as a new lease has been negotiated but has not chosen to do so. Should OMSD decide otherwise, this Agreement shall be null and void until such time as OMSD and the CITY have agreed to the terms of a new lease. LEAGUE acknowledges this condition and agrees to vacate the ball field if so ordered without compensation

SECTION 2: CITY hereby agrees as follows

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year round basis.
- b. To pay for all water used on premises
- c. To have full control over watering the entire premises. LEAGUE shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by LEAGUE. A Contact List containing the emergency telephone numbers is attached.

- e. To provide LEAGUE with an inventory list of equipment in snackbar and meeting areas and to provide inspection of those areas and equipment at the end of the Agreement term.
- f. To invoice LEAGUE monthly for the costs of separately metered field lighting related to use prior to regular season play
- g. To refund, at the end of the Agreement term and upon approval of the Community Development Director, LEAGUE's cleaning deposit.
- h. To designate a CITY representative to work with LEAGUE on all nonmaintenance issues relating to the use of CITY facilities.

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

APPROVED AND ADOPTED this _____ day of _____.

MONTCLAIR LITTLE LEAGUE

CITY OF MONTCLAIR

President

Paul M. Eaton
Mayor

Secretary

ATTEST:

Yvonne L. Smith
Deputy City Clerk

CITY OF MONTCLAIR - CONTACT LIST FOR SPORTS LEAGUES

JANUARY 2013

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

AGREEMENT NO. 13-10
WITH ALL CITIES YOUTH BASEBALL
FOR USE OF KINGSLEY PARK

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

WITNESSETH:

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

WHEREAS, said Park has been developed to provide areas for youth sports on which premises ACYB desires to use for Youth Baseball activities at such times and hours set forth in Section 1(w). The term of this Agreement is for January 23, 2013, through August 31, 2013.

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

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

as stated, a contracted cleaning agency will be hired by CITY and ACYB will be responsible for all fees related to the service.

- k. To maintain all equipment and appliances within the snackbar and snackbar building at all times. To clean all sinks, countertops, and utensils after each day's use and leave the snackbar in a condition acceptable to CITY. The snackbar area should not be used for storage of any materials not pertaining to food items.
- l. To deposit with CITY representative the sum of Two Hundred Dollars (\$200) as a refundable cleaning deposit to ensure the proper care and cleanup of the restrooms. At the end of the playing season, an inspection shall be conducted by CITY and ACYB representatives to ensure that all areas have been properly cared for and cleaned up
- m. To conform to all safety and health regulations and maintain all CITY-installed facilities and equipment in their original condition. Failure to comply with these requirements would result in a breach of this Agreement and the loss of use of the premises.
- n. To be responsible for the payment of an alarm fee at the rate of Forty Dollars (\$40) per month, per field, and to remit prompt payment to CITY upon receipt of monthly invoice
- o. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing emergency telephone numbers is attached.
- p. ACYB agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including for graffiti removal on buildings within 24 hours of notification. ACYB agrees to immediately call Graffiti Abatement Hotline at 625-9429 and to report vandalism to the Public Works Superintendent at 625-9466. ACYB will not attempt to remove graffiti or make repairs to building. ACYB shall furnish and supply personnel to conduct and supervise ACYB activities on the premises.
- q. If ACYB elects to use lights for activities conducted after dark, ACYB agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Fifteen Dollars (\$15) per hour, per field. ACYB will remit prompt payment to CITY upon receipt of monthly invoice.
- r. To provide CITY representative with a list of the ACYB Board of Directors including names, addresses, and telephone numbers.
- s. To provide CITY with participant rosters and practice and game schedules.
- t. To provide CITY with financial statements upon request for audit purposes.

- u. To designate one individual as the ACYB's representative to work with the CITY's representative.
- v. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency of which ACYB has knowledge.
- w. It is agreed that ACYB may use the subject baseball fields from January 23, 2013, through August 31, 2013, Tuesdays and Thursdays generally commencing at 4 00 p.m. No activities will be conducted past 10:00 p.m.
- x. PUBLIC LIABILITY AND PROPERTY DAMAGE. Throughout the term of this Agreement, at ACYB's sole cost and expense, ACYB shall keep, or cause to be kept, in full force and effect for the mutual benefit of CITY and ACYB comprehensive broad form general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents, (2) the policies are primary and noncontributing with any insurance that may be carried by CITY, and (3) policies cannot be canceled or materially changed except after thirty (30) days' notice in writing by the insurer to CITY by certified mail. ACYB shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.
- y. INDEMNIFICATION. ACYB shall defend, indemnify, and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by ACYB of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the ACYB in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.
- z. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the ACYB, unless such person is otherwise regularly employed by and conducting official business of CITY.
- aa. To conduct all operations in compliance with the Americans with Disabilities Act.
- bb. LEAGUE shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for LEAGUE meetings.

- cc. CITY is currently negotiating a lease with the Ontario-Montclair School District (OMSD) for the use of Kingsley Park. To date, OMSD has allowed CITY to use the ball field without a current lease agreement. OMSD has the right to unilaterally order CITY off the ball field until such time as a new lease has been negotiated but has not chosen to do so. Should OMSD decide otherwise, this Agreement shall be null and void until such time as OMSD and CITY have agreed to the terms of a new lease. ACYB acknowledges this condition and agrees to vacate the baseball field if so ordered without compensation.

SECTION 2: CITY hereby agrees as follows

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

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

APPROVED AND ADOPTED this _____ day of _____.

ALL CITIES YOUTH BASEBALL

CITY OF MONTCLAIR

President

Paul M. Eaton
Mayor

Secretary

ATTEST:

Yvonne L. Smith
Deputy City Clerk

CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES

JANUARY 2013

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

AGREEMENT NO. 13-11
WITH MONTCLAIR GOLDEN GIRLS SOFTBALL LEAGUE
FOR USE OF VERNON PARK

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

WITNESSETH:

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

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for girls softball activities at such times and hours set forth in Section 1(x). The term of this Agreement is for January 23, 2013, through August 31, 2013.

SECTION 1: LEAGUE hereby agrees as follows

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

all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated, a contracted cleaning agency will be hired by the CITY and the LEAGUE will be responsible for all fees related to the service.

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

- r. If LEAGUE elects to use lights for activities conducted after dark, LEAGUE agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Fifteen Dollars (\$15) per hour, per field; and LEAGUE will remit prompt payment to CITY upon receipt of monthly invoice.
- s. To provide the CITY representative with a list of the Board of Directors including names, addresses, and telephone numbers.
- t. To provide CITY with participant rosters and practice and game schedules.
- u. To provide CITY with financial statements upon request for audit purposes.
- v. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- w. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency of which LEAGUE has knowledge.
- x. It is agreed that LEAGUE may use said baseball fields from January 23, 2013, through August 31, 2013, Mondays through Fridays generally commencing at 4:00 p.m. and Saturdays generally commencing at 8:00 a.m. No activities will be conducted past 10:00 p.m.
- y. PUBLIC LIABILITY AND PROPERTY DAMAGE. Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept, in full force and effect for the mutual benefit of CITY and LEAGUE comprehensive broad form general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents, (2) the policies are primary and noncontributing with any insurance that may be carried by CITY; and (3) policy cannot be canceled or materially changed except after thirty (30) days' notice, in writing by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.
- z. INDEMNIFICATION LEAGUE shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property

including the payment by LEAGUE of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the LEAGUE in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.

- aa. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- bb. To conduct all operations in compliance with the Americans with Disabilities Act.
- cc. LEAGUE shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for LEAGUE meetings.
- dd. CITY is currently negotiating a lease with the Ontario-Montclair School District (OMSD) for the use of Vernon Park. To date, OMSD has allowed CITY to use the ball field without a current lease agreement. OMSD has the right to unilaterally order CITY off the ball field until such time as a new lease has been negotiated but has not chosen to do so. Should OMSD decide otherwise, this Agreement shall be null and void until such time as OMSD and CITY have agreed to the terms of a new lease. LEAGUE acknowledges this condition and agrees to vacate the softball field if so ordered without compensation

SECTION 2: CITY hereby agrees as follows

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

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

APPROVED AND ADOPTED this _____ day of _____.

GOLDEN GIRLS SOFTBALL LEAGUE

CITY OF MONTCLAIR

President

Paul M. Eaton
Mayor

Secretary

ATTEST:

Yvonne L. Smith
Deputy City Clerk

CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES

JANUARY 2013

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Secondary Contact for Mike McGehee	Public Works Superintendent	Xavier Mendez	(909) 625-9467 work

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO 13-2975 AUTHORIZING MAYOR EATON TO SIGN THE RIGHT-OF-WAY CERTIFICATION FOR THE MONTE VISTA AVENUE WIDENING PROJECT	DATE: January 22, 2013 SECTION: RESOLUTIONS ITEM NO.: 1 FILE I.D.: PUB200 DEPT.: PUBLIC WORKS
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REASON FOR CONSIDERATION: The California Transportation Commission requires that a right-of-way certification be provided for each project using federal funds. The certification must be signed by a responsible City official designated by a City Council resolution.

A copy of proposed Resolution No. 13-2975 authorizing Mayor Eaton to sign the right-of-way certification for the Monte Vista Avenue Widening Project is attached for the City Council's review and consideration.

BACKGROUND: In October 2012, the City of Montclair received Proposition 1B funding through the California Transportation Commission under the State-Local Partnership Program for construction of the Monte Vista Avenue Widening Project. The project will widen Monte Vista Avenue on the east side between Mission Boulevard and Howard Street. As a requirement of the process, all right-of-way for the project is required to be cleared prior to receiving authorization to advertise. The Monte Vista Avenue Widening Project requires no additional right-of-way acquisition beyond that which already exists.

The certification verifies that right-of-way was not acquired or required as part of this project and construction will be pursuant to state and federal laws. The certification must be signed by the City with an accompanying resolution identifying the person authorized to sign on behalf of the City.

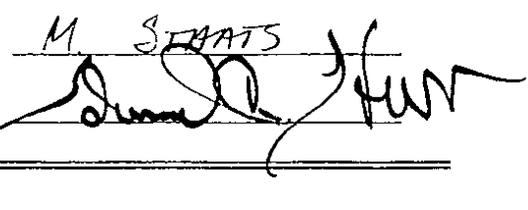
Proposed Resolution No. 13-2975 designates Mayor Eaton as the responsible signatory in this matter

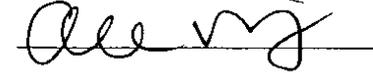
FISCAL IMPACT: The Monte Vista Avenue Widening Project has an anticipated total project cost of \$445,000, of which approximately \$180,000 is federal money. Failure to submit a right-of-way certification prior to advertising would eliminate all chances for federal reimbursement.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 13-2975 authorizing Mayor Eaton to sign the right of-way certification for the Monte Vista Avenue Widening Project.

Prepared by: 

Reviewed and
Approved by:



Proofed by: 

Presented by:

RESOLUTION NO. 13-2975

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AUTHORIZING MAYOR EATON TO SIGN THE RIGHT-OF-WAY CERTIFICATION FOR THE MONTE VISTA AVENUE WIDENING PROJECT

WHEREAS, the City of Montclair is the lead agency in designing and constructing a street widening project on Monte Vista Avenue between Mission Boulevard and Howard Street in the City of Montclair; and

WHEREAS, the street-widening project includes partial funding from various federal transportation programs, and

WHEREAS, the use of federal funds for the street-widening project requires the California Department of Transportation's authorization to advertise and award a construction contract; and

WHEREAS, the City of Montclair, as the lead agency responsible for the Monte Vista Avenue Widening Project, understands that prior to requesting authorization to advertise and award a project construction contract, it must prepare, sign, and submit a right-of-way certification to the California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby authorize Mayor Eaton to sign the right of way certification for the Monte Vista Avenue Widening Project.

APPROVED AND ADOPTED this XX day of XX, 2013.

Mayor

ATTEST:

City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 13-2975 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2013, and that it was adopted by the following vote, to-wit:

AYES XX
NOES XX
ABSTAIN XX
ABSENT XX

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO 13-02, A RESOLUTION OF THE SUCCESSOR AGENCY TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY DIRECTING THE TRANSFER OF CERTAIN REAL PROPERTY LOCATED AT 4113 KINGSLEY STREET TO THE MONTCLAIR HOUSING AUTHORITY AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH

DATE: January 22, 2013
SECTION: RESOLUTIONS
ITEM NO.: 2
FILE I.D.: RDA160
DEPT.: SA/MHA

CONSIDER ADOPTION OF RESOLUTION NO 13-01, A RESOLUTION OF THE MONTCLAIR HOUSING AUTHORITY APPROVING AND ACCEPTING THE TRANSFER OF CERTAIN REAL PROPERTY LOCATED AT 4113 KINGSLEY STREET TO THE MONTCLAIR HOUSING AUTHORITY AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH

CONSIDER ADOPTION OF RESOLUTION NO 13-02, A RESOLUTION OF THE MONTCLAIR HOUSING AUTHORITY APPROVING AGREEMENT NO 13-12, A PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE MONTCLAIR HOUSING AUTHORITY AND EMI PARTNERS, L.P

REASON FOR CONSIDERATION: The Successor Agency Board of Directors is requested to consider transfer of the property located at 4113 Kingsley Street to the Montclair Housing Authority as a housing asset of the former City of Montclair Redevelopment Agency. In accepting the asset transfer, the Montclair Housing Authority is also accepting the terms and conditions of an Option Agreement on the property held by National Community Renaissance of California (National CORE).

National CORE is requesting that the Montclair Housing Authority adopt Resolution No. 13-02 approving Purchase and Sale Agreement No. 13-12 between the Montclair Housing Authority and EMI Partners, L.P. This limited partnership was created to finance the Special Needs Project that will be developed at 4113 Kingsley Street. The financing for the project will be coming from a Department of Housing and Urban Development (HUD) 811 loan and from 9 Percent Low Income Housing Tax Credits. An action of the Montclair Housing Authority to sell the property is requested at this time in order to

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

Reviewed and Approved by: M. STAATS
Presented by: James O. Hester

preserve the status of the HUD financing. A copy of proposed Agreement No. 13-12 is included in the agenda packet for the Montclair Housing Authority Board of Directors' review and consideration.

BACKGROUND:

Project History

In 2003 the Housing Improvement Task Force identified the area generally located between Mills Avenue, Kingsley Street, Amherst Avenue, and Holt Boulevard as the San Antonio Gateway. The Housing Improvement Task Force proposed various housing types and densities for the area. As a result of the City Council's approval of the recommendations of the Housing Improvement Task Force, the San Antonio Gateway area included land use planning for multifamily housing, senior housing, and single-family housing. To date, the City has seen most of the proposed housing developments come to fruition. A 106-unit single-family housing project has been developed by Taylor Morrison. The Redevelopment Agency participated with National CORE in development of the 75-unit San Antonio Vista Apartment project. With assistance from the Redevelopment Agency, National CORE completed the 85-unit senior project. On June 2, 2011, the Redevelopment Agency celebrated the grand opening of the 50-unit affordable Vista Del Cielo family apartment project with National CORE. Vista Del Cielo included a \$4.3 million residual receipts loan from the Redevelopment Agency Housing Fund.

The Redevelopment Agency Board of Directors authorized the acquisition of the .47-acre property at 4113 Kingsley Street on January 20, 2009. The purchase price for the property was \$330,000. The property was acquired with Low- to Moderate-Income Housing Funds. At the time the property was acquired, staff held preliminary discussions with National CORE to determine its interest in considering the site for special needs housing. Development of a Special Needs Housing project was of interest to National CORE. National CORE developed similar projects in the past and has partnered with nonprofit social service providers regarding tenancy and social service needs. The proposed location for the National CORE Special Needs project lies directly east of Vista Del Cielo on the southwest corner of Kingsley Street and Pradera Avenue. This site also serves as an entry corner for the Montclair Meadows Foundation Area and the San Antonio Vista Apartments. On September 8, 2009, the Redevelopment Agency Board of Directors approved an Exclusive Right to Negotiate Agreement between the City of Montclair Redevelopment Agency and National CORE regarding the 4113 Kingsley Street site. Through the Exclusive Right to Negotiate Agreement, the Redevelopment Agency Low- and Moderate-Income Housing Fund provided National CORE with a predevelopment loan of approximately \$252,000. These funds were used to develop building plans for the property and to gain City entitlements. The project was entitled by the Planning Commission on March 14, 2011.

An Option Agreement regarding purchase of 4113 Kingsley Street was approved by the Redevelopment Agency Board of Directors and National CORE on October 19, 2009. The Option Agreement provided National CORE with the ability to apply for United States Department of Housing and Urban Development (HUD) Section 811 funding to finance the development of affordable housing for developmentally disabled persons. The Option Agreement also committed that the Redevelopment Agency Board of Directors would consider providing National CORE with a residual receipts loan of at least \$1.6 million. National CORE received a commitment for funding from the Section 811 program in 2010. However, National CORE still found itself in need of additional funding for the project and sought to apply for the

California 9 Percent Low-Income Housing Tax Credit (LIHTC) program. Therefore, on December 30, 2010, the Option Agreement with National CORE was extended until December 30, 2012.

National CORE was successful at receiving 9 Percent LIHTC and with the HUD Section 811 funding, National CORE has been ready to finance the 18-unit Special Needs Housing Project for persons with developmental disabilities for several months. National CORE wrote a letter to the Successor Agency seeking to exercise the option for acquisition of the property. In addition, without an open escrow for the site, National CORE will be in danger of losing its commitment for HUD financing.

Redevelopment Dissolution – AB 1X 26

A public hearing to consider the Disposition and Development Agreement (DDA) with National CORE regarding the Special Needs Housing Project at 4113 Kingsley Street was set to be considered by the Redevelopment Agency Board of Directors and City Council on July 5, 2011. Unfortunately, Governor Brown signed the redevelopment dissolution legislation, AB 1X 26, on June 27, 2011. The Redevelopment Agency Board of Directors and City Council were, therefore, not able to approve the DDA with National CORE, and the 4113 Kingsley Street property returned to its state as an unimproved asset of the Redevelopment Agency.

With the official dissolution of redevelopment agencies on February 1, 2012, the City of Montclair formed the Montclair Housing Authority to assume responsibility for former Redevelopment Agency housing assets. The City became the successor agency for former Redevelopment Agency nonhousing assets. Successor Agency Special Counsel opined that housing assets should be transferred to the housing successor agency by matter of law so a grant deed was not recorded to commemorate the transfer.

State-Mandated Housing Asset Transfer Form

With the adoption of AB 1484 on June 27, 2012, the housing assets of each former redevelopment agency were to be listed on a Housing Asset Transfer form and submitted to the Department of Finance (DOF) for approval. The submittal of the Housing Asset Transfer form to DOF had to be completed by August 1, 2012. The Housing Asset Transfer form for the former City of Montclair Redevelopment Agency included the property located at 4113 Kingsley Street. The Housing Asset Transfer form listed this property as a site to be used for an affordable Special Needs Housing project having a valid Option to Purchase Agreement by National CORE. In addition, the Montclair Successor Agency Oversight Board approved the Housing Asset Transfer form on July 25, 2012, and adopted Resolution No. 12-11 approving the transfer of housing assets to the Montclair Housing Authority.

On August 25, 2012, the DOF made the determination that the 4113 Kingsley Street property was not a housing asset. Successor Agency staff submitted a Request to "Meet and Confer" regarding this matter on September 13, 2012. The "Meet and Confer" with DOF was conducted on November 21, 2012. Representatives from National CORE and Successor Agency staff presented the background regarding the property and discussed the legal issues that would ensue if DOF maintains the position that 4113 Kingsley Street is not a housing asset. Finally, on December 21, 2012, DOF issued a letter reversing the determination that 4113 Kingsley Street was a nonhousing asset.

Transfer by Grant Deed

Successor Agency staff recommends that the Successor Agency Board of Directors transfer the 4113 Kingsley Street property to the Montclair Housing Authority with a grant deed so there is no doubt that the property is to be held by the Montclair Housing Authority prior to disposition to National CORE. It is further recommended that the Montclair Housing Authority approve and accept the transfer of the Kingsley Street property.

Purchase and Sale Agreement

As previously indicated, the Redevelopment Agency Board of Directors was set to consider a DDA between the Redevelopment Agency and National CORE on July 5, 2011. The adoption of AB 1X 26 put an end to consideration of the DDA as originally drafted. The uncertainty caused by the redevelopment dissolution legislation and the decision making processes of DOF has caused the timing for the Special Needs Housing Project to be delayed by nearly one year. The DOF did not make a final determination about the status of the Kingsley property until December 21, 2012. In the meantime, it has become imperative for National CORE to demonstrate to HUD that National CORE possesses an ownership interest in the site to maintain its financing for the project. Therefore, National CORE is requesting the Montclair Housing Authority consider approval of proposed Purchase and Sale Agreement No. 13-12 with EMI Partners, L.P. EMI Partners, L.P., would act as the entity obtaining the tax credit financing. The main terms of the proposed Purchase and Sale Agreement include the following points:

- The former Redevelopment Agency advanced National CORE \$332,119.48 in the form of a loan for predevelopment costs. In addition, the purchase price for the property to be paid by EMI Partners, L.P., is calculated at \$350,000. This amount includes the cost for demolition of the house that was on site. Therefore, the total purchase price for the property would be \$682,119.48. EMI Partners, L.P., would provide the Montclair Housing Authority with a Promissory Note for that principal amount, and the Note will bear simple interest at a rate of one percent per annum.
- Escrow will be opened with Fidelity National Title Insurance Company as soon as possible after execution of the Agreement, and escrow shall close on or before 30 days from the date the Housing Authority signs the Agreement.
- The Montclair Housing Authority shall cooperate to enable EMI Partners, L.P., to access the property for purposes of inspection.
- The parties acknowledge the provisions for development and approval of a DDA for consideration by the Montclair Housing Authority and EMI Partners, L.P. The DDA would contain a Regulatory Agreement or grant deed restricting the use of the property to be owned, managed, and operated as an affordable housing project for a term of at least 55 years. In addition, the DDA would supersede the Purchase and Sale Agreement. In the event a DDA is not executed, the Purchase and Sale Agreement would remain in full force and effect. The property would be required to be owned, managed, and operated as an affordable housing project for a term of at least 55 years.

It is the intent of the Purchase and Sale Agreement to act as a placeholder until a DDA with EMI Partners, L.P., can be finalized. The Purchase and Sale Agreement would act to satisfy HUD's condition for site control so financing of the project can proceed.

FISCAL IMPACT: There would be no fiscal impact associated with executing and recording a grant deed transferring the 4113 Kingsley Street property to the Montclair Housing Authority.

The Purchase and Sale Agreement would establish a residual receipt note for \$682,119.48 in favor of the Montclair Housing Authority. The note would bear simple interest at a rate of one percent per annum. The note would be repaid incrementally as the project generates revenue in excess of operating costs.

RECOMMENDATION: Staff recommends the Successor Agency Board of Directors adopt Resolution No. 13-02 directing the transfer of certain real property located at 4113 Kingsley Street to the Montclair Housing Authority and making certain findings in connection therewith.

Staff further recommends the Montclair Housing Authority Board of Directors take the following actions.

1. Adopt Resolution No. 13-01 approving and accepting the transfer of certain real property located at 4113 Kingsley Street to the Montclair Housing Authority and making certain findings in connection therewith.
2. Adopt Resolution No. 13-02 approving a Purchase and Sale Agreement by and between the Montclair Housing Authority and EMI Partners, L.P.

RESOLUTION NO. 13-02

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY DIRECTING THE TRANSFER OF CERTAIN REAL PROPERTY LOCATED AT 4113 KINGSLEY STREET TO THE MONTCLAIR HOUSING AUTHORITY AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH

WHEREAS, Pursuant to Health and Safety Code Section 34175(b) and the State of California Supreme Court decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.* (53 Cal.4th 231(2011), on February 1, 2012, all housing assets, properties, contracts, leases, books, records, buildings, and equipment of the former City of Montclair Redevelopment Agency (the "Agency") transferred to the control of the Successor Housing Agency to the City of Montclair Redevelopment Agency, which was the Montclair Housing Authority ("Housing Authority") by operation of law; and

WHEREAS, the City Council of the City of Montclair adopted Resolution No. 11-2917 on July 18, 2011, creating the Montclair Housing Authority ("Housing Authority") and, pursuant to Health and Safety Code Section 34176(a), the Montclair Housing Authority adopted Resolution No. 12-01 on January 12, 2012, electing that the Housing Authority retain the housing assets of the former City of Montclair Redevelopment Agency as allowed by law and functions previously performed by the former Agency; and

WHEREAS, Health and Safety Code Section 34177(g) directs the Successor Agency to effectuate the transfer of housing functions and assets to the appropriate entity designated pursuant to Health and Safety Code Section 34176, being the Montclair Housing Authority, and Health and Safety Code Section 34181(c) provides that the oversight board of the Successor Agency ("Oversight Board") shall direct the Successor Agency to transfer housing assets pursuant to Health and Safety Code Section 34176, and

WHEREAS, pursuant to Health and Safety Code Section 34176(a)(2), the Successor Agency submitted to the State Department of Finance ("DOF") a list of all housing assets (the "Housing Asset List") including any assets transferred on or after February 1, 2012; and

WHEREAS, the Oversight Board approved the transfer of housing functions and assets, which included the property located at 4113 Kingsley Street, on July 25, 2012, and provided such housing functions and assets to the Montclair Housing Authority; and

WHEREAS, DOF objected to the transfer of certain real property located at 4113 Kingsley Street as a nonhousing asset on August 25, 2012, and

WHEREAS, the Successor Agency appealed the designation of 4113 Kingsley Street as a nonhousing asset; and

WHEREAS, the Successor Agency conducted a Meet and Confer with DOF on November 21, 2012, to dispute DOF findings regarding 4113 Kingsley Street; and

WHEREAS, the Oversight Board affirmed its decision of July 25, 2012, with the adoption of Resolution No. 12-15 directing the transfer of 4113 Kingsley Street to the Montclair Housing Authority; and

WHEREAS, DOF reversed its determination that 4113 Kingsley Street was a nonhousing asset in a letter dated December 21, 2012, and

WHEREAS, the Successor Agency desires to direct the transfer of the 4113 Kingsley Street property to the Montclair Housing Authority.

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

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

Section 2. This Resolution is adopted pursuant to Health and Safety Code Sections 34176 and 34177(g).

Section 3. The Successor Agency is hereby authorized and directed to transfer the property located at 4113 Kingsley Street to the Montclair Housing Authority.

Section 4. The staff and the Board of the Successor Agency are hereby authorized and directed, jointly and severally, to execute and record such documents and instruments and to do any and all other things that they may deem necessary or advisable to effectuate this Resolution.

APPROVED AND ADOPTED this XX day of XX, 2013.

Chairman

ATTEST:

Secretary

I, Yvonne L. Smith, Secretary of the Successor Agency to the City of Montclair Redevelopment Agency, DO HEREBY CERTIFY that Resolution No. 13-02 was duly adopted by the Successor Agency to the City of Montclair Redevelopment Agency and was approved by the Chairman of said Successor Agency at a regular meeting thereof held on the XX day of XX, 2013, and that it was adopted by the following vote, to-wit:

AYES: XX
NOES: XX
ABSTAIN. XX
ABSENT XX

Yvonne L. Smith
Secretary

RESOLUTION NO. 13-01

**A RESOLUTION OF THE MONTCLAIR HOUSING AUTHORITY
APPROVING AND ACCEPTING THE TRANSFER OF CERTAIN
REAL PROPERTY LOCATED AT 4113 KINGSLEY STREET TO
THE MONTCLAIR HOUSING AUTHORITY AND MAKING
CERTAIN FINDINGS IN CONNECTION THEREWITH**

WHEREAS, Pursuant to Health and Safety Code Section 34175(b) and the State of California Supreme Court decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.* (53 Cal.4th 231(2011), on February 1, 2012, all housing assets, properties, contracts, leases, books, records, buildings, and equipment of the former City of Montclair Redevelopment Agency (the "Agency") transferred to the control of the Successor Housing Agency to the City of Montclair Redevelopment Agency, which was the Montclair Housing Authority ("Housing Authority") by operation of law; and

WHEREAS, the City Council of the City of Montclair adopted Resolution No. 11-2917 on July 18, 2011 creating the Montclair Housing Authority ("Housing Authority") and, pursuant to Health and Safety Code Section 34176(a), the Montclair Housing Authority adopted Resolution No. 12-01 on January 12, 2012, electing that the Housing Authority retain the housing assets of the former City of Montclair Redevelopment Agency as allowed by law and functions previously performed by the former Agency; and

WHEREAS, Health and Safety Code Section 34177(g) directs the Successor Agency to effectuate the transfer of housing functions and assets to the appropriate entity designated pursuant to Health and Safety Code Section 34176, being the Montclair Housing Authority, and Health and Safety Code Section 34181(c) provides that the oversight board of the Successor Agency ("Oversight Board") shall direct the Successor Agency to transfer housing assets pursuant to Health and Safety Code Section 34176; and

WHEREAS, pursuant to Health and Safety Code Section 34176(a)(2), the Successor Agency submitted to the State Department of Finance ("DOF") a list of all housing assets (the "Housing Asset List") including any assets transferred on or after February 1, 2012, and

WHEREAS, the Oversight Board approved the transfer of housing functions and assets, which included the property located at 4113 Kingsley Street, on July 25, 2012, and provided such housing functions and assets to the Montclair Housing Authority; and

WHEREAS, DOF objected to the transfer of certain real property located at 4113 Kingsley Street as a nonhousing asset on August 25, 2012; and

WHEREAS, the Successor Agency appealed the designation of 4113 Kingsley Street as a nonhousing asset; and

WHEREAS, the Successor Agency conducted a Meet and Confer with DOF on November 21, 2012, to dispute DOF findings regarding 4113 Kingsley Street; and

WHEREAS, the Oversight Board affirmed its decision of July 25, 2012, with the adoption of Resolution No. 12-15 directing the transfer of 4113 Kingsley Street to the Montclair Housing Authority; and

WHEREAS, DOF reversed its determination that 4113 Kingsley Street was a nonhousing asset in a letter dated December 21, 2012, and

WHEREAS, the Montclair Housing Authority desires to approve and accept the transfer of the 4113 Kingsley Street property to the Montclair Housing Authority.

NOW, THEREFORE, BE IT RESOLVED that the Montclair Housing Authority does hereby find, determine, and order as follows:

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

Section 2. The Montclair Housing Authority hereby approves and accepts the transfer the property located at 4113 Kingsley Street to the Montclair Housing Authority.

Section 3. The staff and the Board of the Montclair Housing Authority are hereby authorized and directed, jointly and severally, to execute and record such documents and instruments and to do any and all other things that they may deem necessary or advisable to effectuate this Resolution.

APPROVED AND ADOPTED this XX day of XX, 2013.

Chairman

ATTEST:

Secretary

I, Yvonne L. Smith, Secretary of the Montclair Housing Authority, DO HEREBY CERTIFY that Resolution No. 13-01 was duly adopted by the Montclair Housing Authority Board of Directors and was approved by the Chairman of said Housing Authority Board at a regular meeting thereof held on the XX day of XX, 2013, and that it was adopted by the following vote, to-wit:

AYES· XX
NOES XX
ABSTAIN· XX
ABSENT. XX

Yvonne L. Smith
Secretary

RESOLUTION NO. 13-02

**A RESOLUTION OF THE MONTCLAIR HOUSING
AUTHORITY APPROVING AGREEMENT NO. 13-12,
A PURCHASE AND SALE AGREEMENT BY AND
BETWEEN THE MONTCLAIR HOUSING AUTHORITY
AND EMI PARTNERS, L.P.**

WHEREAS, pursuant to Health and Safety Code Section 34175(b) and the State of California Supreme Court decision in *California Redevelopment Association, et al. v Ana Matosantos, et al.* (53 Cal.4th 231(2011), on February 1, 2012, all housing assets, properties, contracts, leases, books, records, buildings, and equipment of the former City of Montclair Redevelopment Agency (the "Agency") transferred to the control of the Successor Housing Agency to the City of Montclair Redevelopment Agency, which was the Montclair Housing Authority ("Housing Authority") by operation of law; and

WHEREAS, the City Council of the City of Montclair adopted Resolution No. 11-2917 on July 18, 2011, creating the Montclair Housing Authority ("Housing Authority") and, pursuant to Health and Safety Code Section 34176(a), the Montclair Housing Authority adopted Resolution No. 12-01 on January 12, 2012, electing that the Housing Authority retain the housing assets of the former City of Montclair Redevelopment Agency as allowed by law and functions previously performed by the former Agency; and

WHEREAS, Health and Safety Code Section 34177(g) directs the Successor Agency to effectuate the transfer of housing functions and assets to the appropriate entity designated pursuant to Health and Safety Code Section 34176, being the Montclair Housing Authority, and Health and Safety Code Section 34181(c) provides that the oversight board of the Successor Agency ("Oversight Board") shall direct the Successor Agency to transfer housing assets pursuant to Health and Safety Code Section 34176, and

WHEREAS, pursuant to Health and Safety Code Section 34176(a)(2), the Successor Agency submitted to the State Department of Finance ("DOF") a list of all housing assets (the "Housing Asset List") including any assets transferred on or after February 1, 2012, and

WHEREAS, the Oversight Board approved the transfer of housing functions and assets, which included the property located at 4113 Kingsley Street, on July 25, 2012, and provided such housing functions and assets to the Montclair Housing Authority; and

WHEREAS, DOF objected to the transfer of certain real property located at 4113 Kingsley Street as a nonhousing asset on August 25, 2012, and

WHEREAS, the Successor Agency appealed the designation of 4113 Kingsley Street as a nonhousing asset; and

WHEREAS, the Oversight Board affirmed its decision of July 25, 2012, with the adoption of Resolution No. 12-15 directing the transfer of 4113 Kingsley Street to the Montclair Housing Authority; and

WHEREAS, DOF reversed its determination that 4113 Kingsley Street was a nonhousing asset in a letter dated December 21, 2012; and

WHEREAS, the Montclair Housing Authority has approved and accepted the transfer of the 4113 Kingsley Street property to the Montclair Housing Authority; and

WHEREAS, the Montclair Housing Authority desires to sell the property at 4113 Kingsley Street for the purpose of developing an affordable housing project for the Special Needs population; and

WHEREAS, Purchase and Sale Agreement No. 13-12 has been drafted detailing the terms of disposition of the property located at 4113 Kingsley Street; and

WHEREAS, it is the intent of the Purchase and Sale Agreement to act as a placeholder for development of a Disposition and Development Agreement (DDA) between the Montclair Housing Authority and EMI Partners, L.P., that will further define and include a Regulatory Agreement containing further details regarding the long term affordability of the 17 units that are to be developed, and

WHEREAS, approval of the Purchase and Sale Agreement at this time will assist EMI Partners, L.P., in retaining financing from the federal Department of Housing and Urban Development until the DDA is finalized.

NOW, THEREFORE, BE IT RESOLVED that the Montclair Housing Authority does hereby find, determine, and order as follows

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

Section 2. The Montclair Housing Authority hereby approves Agreement No. 13-12, a Purchase and Sale Agreement by and between the Montclair Housing Authority and EMI Partners, L.P.

Section 3. The staff and the Board of the Montclair Housing Authority are hereby authorized and directed, jointly and severally, to execute and record such documents and instruments and to do any and all other things that they may deem necessary or advisable to effectuate this Resolution.

APPROVED AND ADOPTED this XX day of XX, 2013.

Chairman

ATTEST:

Secretary

I, Yvonne L. Smith, Secretary of the Montclair Housing Authority, DO HEREBY CERTIFY that Resolution No. 13-02 was duly adopted by the Montclair Housing Authority Board of Directors and was approved by the Chairman of said Housing Authority Board at a regular meeting thereof held on the XX day of XX, 2013, and that it was adopted by the following vote, to-wit:

AYES XX
NOES: XX
ABSTAIN. XX
ABSENT XX

Yvonne L. Smith
Secretary

**MINUTES OF THE MEETING OF THE MONTCLAIR
CODE ENFORCEMENT COMMITTEE HELD ON
TUESDAY, DECEMBER 17, 2012, AT 6:00 P.M. IN
THE CITY HALL CONFERENCE ROOM, 5111
BENITO STREET, MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Council Member Paulitz called the meeting to order at 6:00 p.m.

II. ROLL CALL

Present: Council Member Paulitz, Council Member Dutrey, City Manager Starr; Director of Community Development Lustro, Director - Office of Public Safety/Police Chief Jones, City Attorney Robbins

III. APPROVAL OF MINUTES

A. Minutes of Code Enforcement Committee Meeting of October 15, 2012

It was the consensus of the Code Enforcement Committee to approve the minutes of the Code Enforcement Committee meeting of October 15, 2012.

IV. PUBLIC COMMENT

None.

V. OLD BUSINESS

A. Update - applicant's appeal of specific conditions related to the Conditional Use Permit at the former Déjà Vu Showgirls, 5282 Mission Boulevard.

Director of Community Development Lustro reported that the appeal is scheduled to be heard by the Board of Supervisors on January 29. The former business has been closed since early November. There are no lights on at night. Discussion by the Committee followed regarding concerns about the type of use being proposed, whether the Board would allow only one security

guard instead of two, and whether a City representative would be attending the January 29 hearing. Community Development Director Lustro stated he would be attending the hearing.

VI. NEW BUSINESS

Council Member Dutrey commented that he has seen a lot of residents locating items of junk in front of their homes and asked if the Code Enforcement officers could keep a sharper eye on occupied homes with junk accumulating.

Council Member Dutrey asked for an update regarding Montclair Florist's desire to introduce new items such as fruit and flower baskets with wine and/or champagne. Community Development Director Lustro replied that the Code prohibits staff from accepting an application for a CUP for the off-premises sale of alcohol if the location is within 500 feet of another off-sale license, unless the premises where the new license is desired is located in a shopping center of at least two acres in size. Therefore, we cannot accept an application. An alternative would be to draft a code amendment allowing off-sale of wine associated with a retail business ancillary to the main business. He will draft an amendment for review at a future meeting.

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

Director Lustro stated that a current list of problem properties is included in the agenda packet for the Committee's reference and asked if there were any questions. Discussion followed.

VIII. NEXT MEETING

The next Code Enforcement Committee meeting is scheduled for Tuesday, January 22, 2012, at 6 00 p.m. in the City Hall Conference Room.

IX. ADJOURNMENT

At 6:32 p.m., Council Member Paulitz adjourned the Code Enforcement Committee.

Submitted for Code Enforcement
Committee approval,



Laura Berke
Administrative Secretary

MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
JANUARY 7 2013, AT 8:02 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Pro Tem Ruh called the meeting to order at 8.02 p.m.

II. ROLL CALL

Present: Mayor Pro Tem Ruh, Council Member Raft; and City
Manager Starr

III. APPROVAL OF MINUTES

**A. Minutes of the Regular Personnel Committee Meeting of
December 17, 2012.**

Moved by City Manager Starr, seconded by Council Member Raft,
and carried unanimously to approve the minutes of the Personnel
Committee meeting of December 17, 2012.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

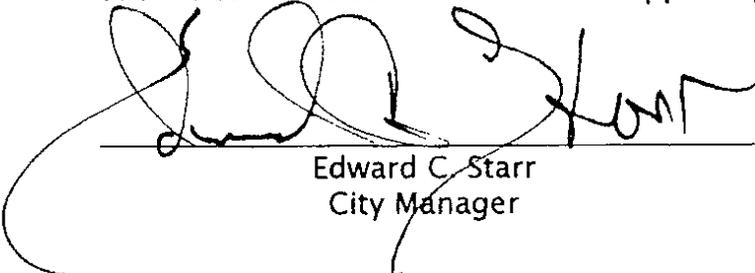
At 8:03 p.m., the Personnel Committee went into Closed Session
regarding personnel matters related to appointments, resignations/
terminations, and evaluations of employee performance.

At 8:15 p.m., the Personnel Committee returned from Closed Session.
Mayor Pro Tem Ruh stated that no announcements would be made at
this time.

VI. ADJOURNMENT

At 8:15 p.m., Mayor Pro Tem Ruh adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager

CITY OF MONTCLAIR
TREASURER'S REPORT
FOR THE MONTH ENDING
December 31, 2012

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CASH AND INVESTMENTS BY ACCOUNT

CITY OF MONTCLAIR
STATEMENTS OF COMPLIANCE WITH THE 2012 INVESTMENT POLICY
AND
INVESTMENT STRATEGY FOR JANUARY 2013

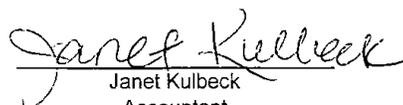
December 31, 2012

COMPLIANCE STATEMENT

As of December 31, 2012, the City had \$9,549,339 invested in long-term securities. This amount is 32.09 percent and is within the 50 percent limitation established in the 2012 investment policy

As of December 31, 2012, the City had 67.91 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 December, the City was in compliance with the internal control procedures set forth in the 2012 Investment Policy


Janet Kulbeck
Accountant

INVESTMENT STRATEGY FOR THE MONTH OF JANUARY 2013

During January surplus moneys will be invested in the Local Agency Investment Fund and other investments authorized in the 2013 Investment Policy. The City has sufficient funds available to meet expenditures during the six month period ending June 30, 2013.

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

Fund	Beginning Balance	Receipts	Disbursements	Interfund Transfers	Ending Balance	
General Fund	(\$3,802,329.68)	\$3,104,459.61	\$2,949,932.28	(\$23,139.19)	(\$3,670,941.54)	(1)
Gas Tax Fund	\$2,019,126.77	\$47,763.59	\$154,637.54	\$0.00	\$1,912,252.82	
Measure I Fund	\$988,017.83	\$0.00	\$0.00	\$0.00	\$988,017.83	
Traffic Safety Fund	\$95,847.85	\$0.00	\$10.00	\$0.00	\$95,837.85	
Park Development Fund	\$401,178.83	\$4,511.59	\$715.00	(\$1,438.56)	\$403,536.86	
C. D. B. G. Fund	(\$24,061.90)	\$0.00	\$0.00	\$0.00	(\$24,061.90)	(2)
Air Quality Improvement Trust Fund	\$95,530.83	\$12,814.00	\$4,592.35	\$0.00	\$103,752.48	
Older American Fund	(\$15,305.86)	\$8,814.30	\$4,931.65	\$0.00	(\$11,423.21)	(2)
Forfeiture Fund - State	\$41,629.18	\$0.00	\$0.00	\$0.00	\$41,629.18	
SB 509 Public Safety Fund	(\$135,328.40)	\$26,355.00	\$7,254.00	\$0.00	(\$116,227.40)	(4)
Forfeiture Fund - Federal	\$64,300.09	\$0.00	\$18,259.60	\$0.00	\$46,040.49	
Section 11489 Subfund	\$33,489.23	\$0.00	\$0.00	\$0.00	\$33,489.23	
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	\$216,973.18	\$0.00	\$12,762.00	\$0.00	\$204,211.18	
Local Law Enforcement Block Grant	\$112,861.48	\$0.00	\$119,306.00	\$0.00	(\$6,444.52)	(2)
Crime Prevention Fund	\$9,797.74	\$0.00	\$0.00	\$0.00	\$9,797.74	
Recycling Grant	\$22,729.92	\$20.00	\$20.00	\$0.00	\$22,729.92	
After School Program Fund	(\$134,661.14)	\$148,336.69	\$111,203.72	\$0.00	(\$97,528.17)	(2)
California Nutrition Network Grant Fund	(\$46,026.76)	\$0.00	\$5,314.40	\$23,139.19	(\$28,201.97)	(2)
Human Services Special Revenue Grant	\$16,452.98	\$5,823.16	\$160.00	\$0.00	\$22,116.14	
Fire Department Grant Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Human Services Grant Fund	\$53,293.32	\$48.20	\$1,661.77	\$0.00	\$51,679.75	
Paramedic Fund	(\$264,447.91)	\$7,838.23	\$28,139.26	\$0.00	(\$284,748.94)	(4)
Economic Development	\$0.00	\$637,891.36	\$0.00	\$0.00	\$637,891.36	
Capital Projects	\$14,160,644.11	\$0.00	\$0.00	\$0.00	\$14,160,644.11	
2005 lease Revenue Bond Debt Service	(\$849,585.86)	\$172,169.33	\$0.00	\$0.00	(\$677,416.53)	(3)
Sewer Maintenance Fund	\$1,275,973.83	\$258,049.74	\$207,769.77	\$0.00	\$1,326,253.80	
Sewer Replacement Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
C.B.M.W.D. Agency	\$2,636,584.97	\$2,833.48	\$0.00	\$1,307.76	\$2,640,726.21	
Sewer Expansion Fee	\$5,173.89	\$283.40	\$0.00	\$130.80	\$5,588.09	
Developer Impact Fees - Local	\$199,303.01	\$0.00	\$0.00	\$0.00	\$199,303.01	
Developer Impact Fees - Region	\$1,049,042.45	\$0.00	\$0.00	\$0.00	\$1,049,042.45	
Burrtec Pavement Impact Fee	\$35,057.99	\$0.00	\$0.00	\$0.00	\$35,057.99	
Infrastructure Fund	\$911,906.96	\$0.00	\$0.00	\$0.00	\$911,906.96	
Contingency Fund	\$3,410,473.78	\$0.00	\$0.00	\$0.00	\$3,410,473.78	
Youth Sponsorship Fund	\$86,291.24	\$0.00	\$0.00	\$0.00	\$86,291.24	
Assigned General Fund Reserves	\$6,405,932.61	\$185,989.08	\$311,139.87	\$0.00	\$6,280,781.82	
TOTALS	\$29,076,097.53	\$4,624,000.76	\$3,937,809.21	\$0.00	\$29,762,289.08	

Notes on negative cash balances:

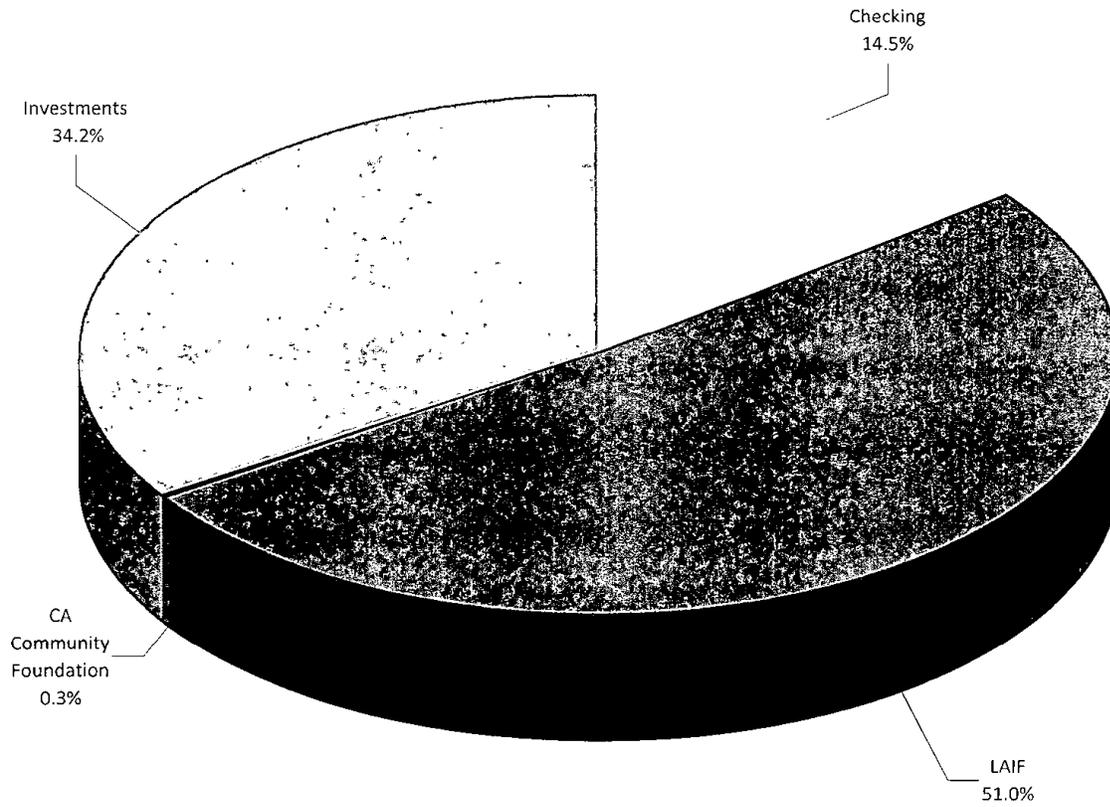
- (1) The General Operational Fund has a negative cash for usually the first part of the year awaiting property and sales tax collections. These are covered by the Contingency Fund until those collections are received and the City is not utilizing restricted resources.
- (2) These are reimbursable grant 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 December 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%			\$ 4,312,786.60
CASH W/FISCAL AGENT, CD's, LAIF DEPOSITS, AND SHORT-TERM U.S. AGENCY SECURITIES							
CD - Republic Bank		12/28/06		5.000%	0.00	0.00	
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)				0.330%	15,185,872.38	15,185,872.38	
Cash w/California Community Foundation				Unknown	86,291.24	86,291.24	
					\$ 15,900,163.62		\$ 15,900,163.62
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%	556,172.64	549,338.86	
FNMA	1,000,000	07/19/11	07/19/16	2.125%	1,009,630.00	1,000,000.00	
FFCB	2,000,000	10/18/12	10/18/17	0.870%	2,004,020.00	2,000,000.00	
FHLB	2,000,000	11/13/12	11/13/17	0.875%	2,000,000.00	2,000,000.00	
FNMA	2,000,000	11/14/12	11/14/17	0.900%	2,000,000.00	2,000,000.00	
FNMA	2,000,000	11/15/12	11/15/17	1.000%	2,000,000.00	2,000,000.00	
					\$ 9,569,822.64		\$ 9,549,338.86
TOTAL							\$ 29,762,289.08

Current market values obtained from First Tennessee Bank.

CITY OF MONTCLAIR
CASH AND INVESTMENTS BY ACCOUNT
December 31, 2012
Total Cash & Investments \$29,762,289



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

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Schedule 1

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

PROJECT AREA NO. I

Low Income	\$	12,233.61	
Tax Increment		56,846.02	
Operating		<u>(34,011.08)</u>	\$ 35,068.55

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	\$	1,481,587.20	
Tax Increment		587,070.66	
Operating		<u>3,669,835.59</u>	\$ 5,738,493.45

PROJECT AREA NO. IV

Low Income	\$	7,310.25	
Tax Increment		516,051.44	
Operating		<u>567,982.11</u>	\$ 1,091,343.80

PROJECT AREA NO. V

Low Income	\$	12,805.83	
Tax Increment		1,226,845.93	
Operating		<u>1,186,218.76</u>	\$ 2,425,870.52

MISSION BLVD JOINT PROJECT

Low-Moderate Housing	\$	1,145.28	
Tax Increment		343,339.21	
Operating		26,692.10	\$ 371,176.59

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

\$ 9,658,031.58

**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH AND INVESTMENTS
December 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%	\$ 7,657,267.77	\$ 7,657,267.77
Investments				
LAIF		0.32%	763.81	763.81
FHLMC Note	01/09/15	0.850%	1,000,120.00	1,000,000.00
FHLMC Note	01/09/15	0.850%	1,000,120.00	1,000,000.00
TOTAL CASH & INVESTMENTS			<u>\$ 9,658,271.58</u>	<u>\$ 9,658,031.58</u>

NPH - 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 June 30, 2013.

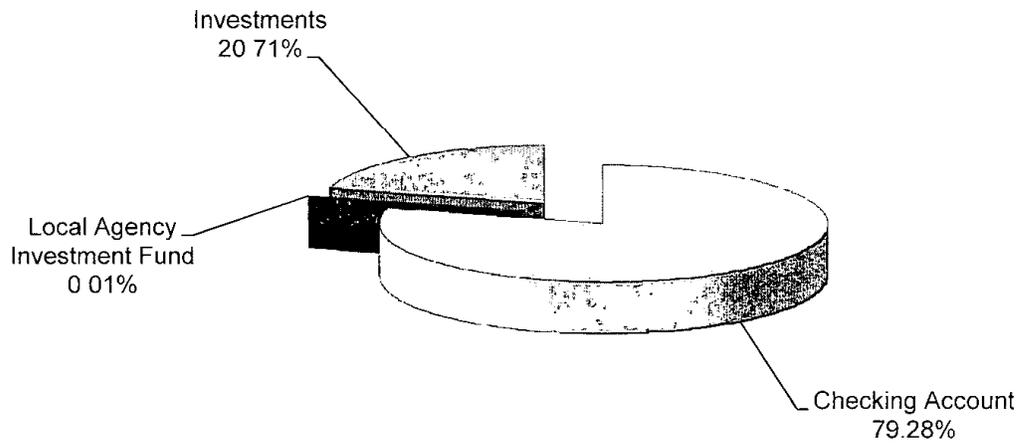
During december, the Successor Agency was in compliance with the internal control procedures set forth in the 2012 Investment Policy.



Michael Piotrowski
Senior Accountant

CITY OF MONTCLAIR AS SUCCESSOR TO THE REDEVELOPMENT AGENCY
CASH AND INVESTMENTS GRAPH
December 31, 2012

Total Cash & Investments - \$9,658,032



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

City of Montclair
 Final Warrant Register
 Council Date 1/22/13
 Regular Warrants
 Checking Account: Successor to the RDA

	Warrants	Voided Checks	Area Totals
Project Area I	139,929.14	0.00	139,929.14
Project Area II	0.00	0.00	0.00
Project Area III	2,757,569.15	0.00	2,757,569.15
Project Area IV	747,258.06	0.00	747,258.06
Project Area V	2,818,576.38	0.00	2,818,576.38
Project Area VI - Mission Blvd	505,692.21	0.00	505,692.21
RORF (Redevelopment Obligation Retirement Funds)	0.00	0.00	0.00
	<hr/> 6,969,024.94	0.00	
			<u>6,969,024.94</u>
	December 2012 Total		<u>6,969,024.94</u>

Vice Chairman Ruh

CITY OF MONICLAIR
FINAL WARRANT REGISTER
COUNCIL DATE. 1/22/13
REGULAR WARRANTS
CHECKING ACCOUNT SRED

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
2120	Project Area I Operating Fund	1,537.24
2150	Project Area I Low-Mod Housing	138,391.90
2320	Project Area III Operating Fun	19,610.16
2350	Project Area III Low-Mod Housi	2,737,958.99
2420	Project Area IV Operating Fund	14,478.64
2450	Project Area IV Low-Mod Housin	732,779.42
2520	Project Area V Operating Fund	19,604.12
2550	Project Area V Low-Mod Housing	2,798,972.26
2620	Mission Blvd Operating Fund	4,750.00
2650	Mission Blvd Low-Mod Housing F	500,942.21

	Report Total:	6,969,024.94

Accounts Payable

Voucher Register By Vendor Number

User: mpiotrowski
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Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007465	Bond001	2420-4319-53290-400	2004 Tax Alloc Refunding Bonds PA IV	41612-6736/1024	10/24/2012		12/06/2012	2,250.00	7465
	Bondlogistix LLC								

							Voucher: 007465	2,250.00	
007466	Land012	2520-4319-52990-400	4113 Kingsley November 2012	10410/12/12	12/02/2012		12/06/2012	50.00	7466
	Landscape Maintenance Unlimite								

							Voucher: 007466	50.00	
007467	Mont001	2120-0000-00010-101	Reim Successor Agency Payroll 11/08/12	Nov2012Payroll	12/06/2012		12/06/2012	478.04	7467
	City of Montclair								
007467	Mont001	2120-0000-00010-101	Reim Successor Agency Payroll 11/21/12	Nov2012Payroll	12/06/2012		12/06/2012	377.09	7467
	City of Montclair								
007467	Mont001	2150-0000-00010-101	Reim Successor Agency Payroll 11/08/12	Nov2012Payroll	12/06/2012		12/06/2012	245.73	7467
	City of Montclair								
007467	Mont001	2150-0000-00010-101	Reim Successor Agency Payroll 11/21/12	Nov2012Payroll	12/06/2012		12/06/2012	269.42	7467
	City of Montclair								
007467	Mont001	2320-0000-00010-101	Reim Successor Agency Payroll 11/08/12	Nov2012Payroll	12/06/2012		12/06/2012	5,268.23	7467
	City of Montclair								
007467	Mont001	2320-0000-00010-101	Reim Successor Agency Payroll 11/21/12	Nov2012Payroll	12/06/2012		12/06/2012	4,075.58	7467
	City of Montclair								
007467	Mont001	2350-0000-00010-101	Reim Successor Agency Payroll 11/08/12	Nov2012Payroll	12/06/2012		12/06/2012	2,569.91	7467
	City of Montclair								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007467	Mont001	2350-0000-00010-101	Reim Successor Agency Payroll 11/21/12	Nov2012Payroll	12/06/2012		12/06/2012	2,783.72	7467
	City of Montclair								
007467	Mont001	2420-0000-00010-101	Reim Successor Agency Payroll 11/08/12	Nov2012Payroll	12/06/2012		12/06/2012	3,822.50	7467
	City of Montclair								
007467	Mont001	2420-0000-00010-101	Reim Successor Agency Payroll 11/21/12	Nov2012Payroll	12/06/2012		12/06/2012	2,842.56	7467
	City of Montclair								
007467	Mont001	2450-0000-00010-101	Reim Successor Agency Payroll 11/08/12	Nov2012Payroll	12/06/2012		12/06/2012	1,793.49	7467
	City of Montclair								
007467	Mont001	2450-0000-00010-101	Reim Successor Agency Payroll 11/21/12	Nov2012Payroll	12/06/2012		12/06/2012	1,944.29	7467
	City of Montclair								
007467	Mont001	2520-0000-00010-101	Reim Successor Agency Payroll 11/08/12	Nov2012Payroll	12/06/2012		12/06/2012	5,359.11	7467
	City of Montclair								
007467	Mont001	2520-0000-00010-101	Reim Successor Agency Payroll 11/21/12	Nov2012Payroll	12/06/2012		12/06/2012	4,075.61	7467
	City of Montclair								
007467	Mont001	2550-0000-00010-101	Reim Successor Agency Payroll 11/08/12	Nov2012Payroll	12/06/2012		12/06/2012	2,565.94	7467
	City of Montclair								
007467	Mont001	2550-0000-00010-101	Reim Successor Agency Payroll 11/21/12	Nov2012Payroll	12/06/2012		12/06/2012	2,780.24	7467
	City of Montclair								
007467	Mont001	2120-0000-00010-101	Reim Successor Agency Payroll 10/11/12	Oct2012Payroll	12/06/2012		12/06/2012	396.45	7467
	City of Montclair								
007467	Mont001	2120-0000-00010-101	Reim Successor Agency Payroll 10/25/12	Oct2012Payroll	12/06/2012		12/06/2012	217.93	7467
	City of Montclair								
007467	Mont001	2150-0000-00010-101	Reim Successor Agency Payroll 10/11/12	Oct2012Payroll	12/06/2012		12/06/2012	144.54	7467
	City of Montclair								
007467	Mont001	2150-0000-00010-101	Reim Successor Agency Payroll 10/25/12	Oct2012Payroll	12/06/2012		12/06/2012	115.85	7467
	City of Montclair								
007467	Mont001	2320-0000-00010-101	Reim Successor Agency Payroll 10/11/12	Oct2012Payroll	12/06/2012		12/06/2012	4,490.77	7467
	City of Montclair								
007467	Mont001	2320-0000-00010-101	Reim Successor Agency Payroll 10/25/12	Oct2012Payroll	12/06/2012		12/06/2012	2,474.92	7467
	City of Montclair								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007467	Mont001	2350-0000-00010-101	Reim Successor Agency Payroll 10/11/12 City of Montclair	Oct2012Payroll	12/06/2012		12/06/2012	1,556.96	7467
007467	Mont001	2350-0000-00010-101	Reim Successor Agency Payroll 10/25/12 City of Montclair	Oct2012Payroll	12/06/2012		12/06/2012	1,248.85	7467
007467	Mont001	2420-0000-00010-101	Reim Successor Agency Payroll 10/11/12 City of Montclair	Oct2012Payroll	12/06/2012		12/06/2012	3,276.98	7467
007467	Mont001	2420-0000-00010-101	Reim Successor Agency Payroll 10/25/12 City of Montclair	Oct2012Payroll	12/06/2012		12/06/2012	1,722.25	7467
007467	Mont001	2450-0000-00010-101	Reim Successor Agency Payroll 10/11/12 City of Montclair	Oct2012Payroll	12/06/2012		12/06/2012	1,084.65	7467
007467	Mont001	2450-0000-00010-101	Reim Successor Agency Payroll 10/25/12 City of Montclair	Oct2012Payroll	12/06/2012		12/06/2012	869.81	7467
007467	Mont001	2520-0000-00010-101	Reim Successor Agency Payroll 10/11/12 City of Montclair	Oct2012Payroll	12/06/2012		12/06/2012	4,581.84	7467
007467	Mont001	2520-0000-00010-101	Reim Successor Agency Payroll 10/25/12 City of Montclair	Oct2012Payroll	12/06/2012		12/06/2012	2,474.90	7467
007467	Mont001	2550-0000-00010-101	Reim Successor Agency Payroll 10/11/12 City of Montclair	Oct2012Payroll	12/06/2012		12/06/2012	1,552.90	7467
007467	Mont001	2550-0000-00010-101	Reim Successor Agency Payroll 10/25/12 City of Montclair	Oct2012Payroll	12/06/2012		12/06/2012	1,245.48	7467
								68,706.54	
							Voucher: 007467		
007468	Team005	2350-4319-53220-400	AB 1484 Due Diligence Successor RDA Teaman, Ramirez & Smith, Inc	5093 60209	11/23/2012		12/06/2012	1,675.00	7468
								1,675.00	
							Voucher: 007468		
007469	Best003	2320-4319-53210-400	Successor Agency Svcs thru 11/30/12 Best Best & Krieger LLP	691778	12/06/2012		12/13/2012	238.00	7469
								238.00	
							Voucher: 007469		

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007470	Bond001	2620-4319-53290-400	2008 Tax Alloc Notes Proj Area VI	41612-12847/101	09/07/2012		12/13/2012	4,750.00	7470
	Bondlogistix LLC								
007470	Bond001	2520-4319-53290-400	2006B Tax Alloc Bonds Proj Area V	41612-9860/0907	09/07/2012		12/13/2012	2,250.00	7470
	Bondlogistix LLC								
007470	Bond001	2320-4319-52990-400	2007A Tax Alloc Refunding Bonds PA III	41612-9861/1113	09/07/2012		12/13/2012	2,250.00	7470
	Bondlogistix LLC								
								9,250.00	
								Voucher: 007470	
007471	SBCo007	2150-4319-53400-400	Pymnt of LMIHF DDR with adjustments	LMIHF DDR	12/13/2012		12/13/2012	137,616.36	7471
	San Bernardino Cty Auditor-Con								
007471	SBCo007	2350-4319-53400-400	Pymnt of LMIHF DDR with adjustments	LMIHF DDR	12/13/2012		12/13/2012	2,728,124.55	7471
	San Bernardino Cty Auditor-Con								
007471	SBCo007	2450-4319-53400-400	Pymnt of LMIHF DDR with adjustments	LMIHF DDR	12/13/2012		12/13/2012	727,087.18	7471
	San Bernardino Cty Auditor-Con								
007471	SBCo007	2550-4319-53400-400	Pymnt of LMIHF DDR with adjustments	LMIHF DDR	12/13/2012		12/13/2012	2,790,827.70	7471
	San Bernardino Cty Auditor-Con								
007471	SBCo007	2650-4319-53400-400	Pymnt of LMIHF DDR with adjustments	LMIHF DDR	12/13/2012		12/13/2012	500,942.21	7471
	San Bernardino Cty Auditor-Con								
								6,884,598.00	
								Voucher: 007471	
007473	Mont063	2120-4319-52630-400	Rent for January 2013	Jan 2013	12/17/2012		12/20/2012	67.73	7473
	Montclair Town Center LLC								
007473	Mont063	2320-4319-52630-400	Rent for January 2013	Jan 2013	12/17/2012		12/20/2012	812.66	7473
	Montclair Town Center LLC								
007473	Mont063	2420-4319-52630-400	Rent for January 2013	Jan 2013	12/17/2012		12/20/2012	564.35	7473
	Montclair Town Center LLC								
007473	Mont063	2520-4319-52630-400	Rent for January 2013	Jan 2013	12/17/2012		12/20/2012	812.66	7473
	Montclair Town Center LLC								
								2,257.40	
								Voucher: 007473	
								6,969,024.94	
								Report Total:	

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

FOR THE MONTH ENDING

December 31, 2012

TABLE OF CONTENTS

SCHEDULE 1 - STATEMENT OF CASH AND INVESTMENTS

CASH AND INVESTMENTS GRAPH

**CITY OF MONTCLAIR
HOUSING CORPORATION
STATEMENT OF CASH AND INVESTMENTS
December 31, 2012**

	<u>Interest Rate</u>	<u>Amount</u>
Checking Account		
Wells Fargo, 0654-893023	0.05%	\$ 876,777.63
Investments		
LAIF	0.32%	\$ 1,575,132.13
TOTAL CASH & INVESTMENTS		\$ 2,451,909.76

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 June 30, 2013.

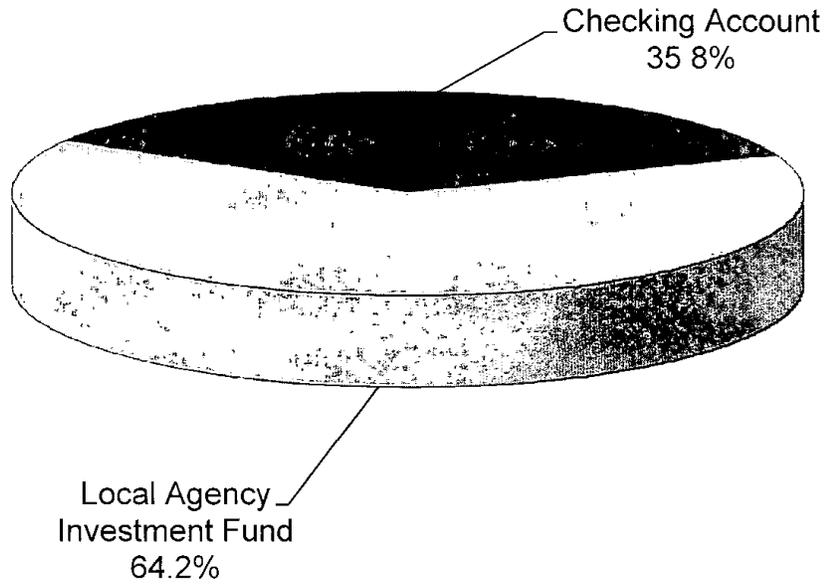
During December 2012, the Corporation was in compliance with the internal control procedures set forth in the 2012 Investment Policy.



Michael Piotrowski
Senior Accountant

CITY OF MONTCLAIR
HOUSING CORPORATION
CASH AND INVESTMENTS GRAPH
December 31, 2012

Total Cash & Investments - \$2,451,910



**CITY OF MONTCLAIR
HOUSING CORPORATION
WARRANT REGISTER**

FOR THE MONTH ENDING

December 31, 2012

CITY OF MONTCLAIR
FINAL WARRANT REGISTER
COUNCIL DATE: January 22, 2013
REGULAR WARRANTS
CHECKING ACCOUNT MHC

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
3001	General Fund	69,113.05
	Report Total:	69,113.05

Vice Chairman - Bill Ruh

Accounts Payable

Voucher Register By Vendor Number

User: mpiotrowski
 Printed: 01/09/2013 - 1:37 PM



Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003224	Mont001	3001-0000-00010-101	Reimb City for MHC PR 10/11/12	PR10/11/12	10/11/2012		12/06/2012	11,050.39	3224
	City of Montclair								
003224	Mont001	3001-0000-00010-101	Reimb City for MHC PR 10/25/12	PR10/25/12	10/25/2012		12/06/2012	9,599.87	3224
	City of Montclair								
003224	Mont001	3001-0000-00010-101	Reimb City for MHC PR 11/08/12	PR11/08/12	11/08/2012		12/06/2012	14,452.31	3224
	City of Montclair								
003224	Mont001	3001-0000-00010-101	Reimb City for MHC PR 11/21/12	PR11/21/12	11/21/2012		12/06/2012	12,133.62	3224
	City of Montclair								
							Voucher: 003224	47,236.19	
003225	Land012	3001-1001-56100-400	10079 Central-Nov 2012	10079/12/12	12/02/2012		12/13/2012	145.00	3225
	Landscape Maintenance Unlimite								
003225	Land012	3001-1002-56100-400	10087 Central-Nov 2012	10087/12/12	12/02/2012		12/13/2012	145.00	3225
	Landscape Maintenance Unlimite								
003225	Land012	3001-1009-56100-400	10215 Central-Nov 2012	10215/12/12	12/02/2012		12/13/2012	175.00	3225
	Landscape Maintenance Unlimite								
003225	Land012	3001-1004-56100-400	10235 Central-Nov 2012	10235/12/12	12/02/2012		12/13/2012	215.00	3225
	Landscape Maintenance Unlimite								
003225	Land012	3001-1013-56100-400	10291 Greenwood-Nov 2012	10291/12/12	12/02/2012		12/13/2012	165.00	3225
	Landscape Maintenance Unlimite								
003225	Land012	3001-2003-56100-400	10313 Amherst-Nov 2012	10313/12/12	12/02/2012		12/13/2012	180.00	3225
	Landscape Maintenance Unlimite								
003225	Land012	3001-2001-56100-400	10323 Amherst-Nov 2012	10323/12/12	12/02/2012		12/13/2012	180.00	3225
	Landscape Maintenance Unlimite								
003225	Land012	3001-2007-56100-400	10330 Amherst-Nov 2012	10330/12/12	12/02/2012		12/13/2012	180.00	3225
	Landscape Maintenance Unlimite								
003225	Land012	3001-2002-56100-400	10333 Amherst-Nov 2012	10333/12/12	12/02/2012		12/13/2012	180.00	3225
	Landscape Maintenance Unlimite								
003225	Land012	3001-2006-56100-400	10380 Amherst-Nov 2012	10380/12/12	12/02/2012		12/13/2012	180.00	3225
	Landscape Maintenance Unlimite								
003225	Land012	3001-2010-56100-400	10380 Pradera-Nov 2012	10380P/12/12	12/02/2012		12/13/2012	25.00	3225
	Landscape Maintenance Unlimite								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003225	Land012	3001-2011-56100-400	10390 Pradera-Nov 2012	10380P/12/12	12/02/2012		12/13/2012	25.00	3225
		Landscape Maintenance Unlimite							
003225	Land012	3001-2004-56100-400	10383 Amherst-Nov 2012	10383/12/12	12/02/2012		12/13/2012	180.00	3225
		Landscape Maintenance Unlimite							
003225	Land012	3001-2008-56100-400	10390 Amherst-Nov 2012	10390/12/12	12/02/2012		12/13/2012	180.00	3225
		Landscape Maintenance Unlimite							
003225	Land012	3001-2005-56100-400	10410 Amherst-Nov 2012	10410/12/12	12/02/2012		12/13/2012	180.00	3225
		Landscape Maintenance Unlimite							
003225	Land012	3001-2030-56100-400	4275 Kingsley-Nov 2012	4275/12/12	12/02/2012		12/13/2012	180.00	3225
		Landscape Maintenance Unlimite							
003225	Land012	3001-3001-56100-400	4811 Canoga-Nov 2012	4811/12/12	12/02/2012		12/13/2012	75.00	3225
		Landscape Maintenance Unlimite							
003225	Land012	3001-3001-56100-400	4820 Canoga-Nov 2012	4820/12/12	12/02/2012		12/13/2012	180.00	3225
		Landscape Maintenance Unlimite							
003225	Land012	3001-1011-56100-400	5225 Palo Verde-Nov 2012	5225/12/12	12/02/2012		12/13/2012	150.00	3225
		Landscape Maintenance Unlimite							
003225	Land012	3001-1005-56100-400	5290 Orchard-Nov 2012	5290/12/12	12/02/2012		12/13/2012	150.00	3225
		Landscape Maintenance Unlimite							
003225	Land012	3001-1502-56100-400	9010 Fremont-Nov 2012	9010/12/12	12/02/2012		12/13/2012	105.00	3225
		Landscape Maintenance Unlimite							
003225	Land012	3001-1501-56100-400	9448 Carrillo-Nov 2012	9448/12/12	12/02/2012		12/13/2012	40.00	3225
		Landscape Maintenance Unlimite							
003225	Land012	3001-1014-56100-400	9644 Central-Nov 2012, trimming	9644/12/12	12/02/2012		12/13/2012	925.00	3225
		Landscape Maintenance Unlimite							
003225	Land012	3001-1006-56100-400	9741 Central-Nov 2012	9741/12/12	12/02/2012		12/13/2012	145.00	3225
		Landscape Maintenance Unlimite							
003225	Land012	3001-1007-56100-400	9751 Central-Nov 2012	9751/12/12	12/02/2012		12/13/2012	145.00	3225
		Landscape Maintenance Unlimite							
003225	Land012	3001-1008-56100-400	9761 Central-Nov 2012	9761/12/12	12/02/2012		12/13/2012	145.00	3225
		Landscape Maintenance Unlimite							
003225	Land012	3001-1003-56100-400	9815 Central-Nov 2012	9815/12/12	12/02/2012		12/13/2012	155.00	3225
		Landscape Maintenance Unlimite							
003225	Land012	3001-1010-56100-400	9945 Central-Nov 2012	9945/12/12	12/02/2012		12/13/2012	90.00	3225
		Landscape Maintenance Unlimite							
003225	Land012	3001-1015-56100-400	9963 Central-Nov 2012	9963/12/12	12/02/2012		12/13/2012	155.00	3225
		Landscape Maintenance Unlimite							
							Voucher: 003225	4,975.00	
003226	Mont074	3001-1004-56020-400	10235 Central 100212-120312	05511605 1203	12/03/2012		12/13/2012	474.25	3226
		Monte Vista Water District							
003226	Mont074	3001-1009-56020-400	10215 Central 100212-120312	05512008 1203	12/03/2012		12/13/2012	155.11	3226
		Monte Vista Water District							

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
							Voucher: 003226	629.36	
003228	Buch002	3001-1011-56100-400	5225 Palo Verde-kitchen, bath, lights	101812-E	10/18/2012		12/20/2012	741.63	3228
003228	Buch002	3001-1007-56170-400	9751 Central-bathroom	121712-A	12/17/2012		12/20/2012	1,551.88	3228
							Voucher: 003228	2,293.51	
003229	Grec003	3001-1007-56170-400	9751 Central-wall panels	121812 9751	12/18/2012		12/20/2012	1,500.00	3229
							Voucher: 003229	1,500.00	
003230	Hele001	3001-2020-56060-400	4791 Canoga-Mo assessment 01/2013	Jan 2013	12/20/2012		12/20/2012	109.95	3230
003230	Hele001	3001-3001-56060-400	Canoga Apts-Mo assessment 01/2013	Jan 2013	12/20/2012		12/20/2012	243.35	3230
							Voucher: 003230	353.30	
003231	Mont043	3001-2009-56060-400	10333 Pradera-Mo assessment 01/2013	Jan 2013	12/20/2012		12/20/2012	50.00	3231
003231	Mont043	3001-2010-56060-400	10380 Pradera-Mo assessment 01/2013	Jan 2013	12/20/2012		12/20/2012	50.00	3231
003231	Mont043	3001-2011-56060-400	10390 Pradera-Mo assessment 01/2013	Jan 2013	12/20/2012		12/20/2012	50.00	3231
							Voucher: 003231	150.00	
003232	Mr.001	3001-3001-56170-400	4820 Canoga-new skimmer, suction lines	12188	11/09/2012		12/20/2012	9,350.00	3232
	Mr	Carlos Pools & Constructio					Voucher: 003232	9,350.00	
003233	sout018	3001-3001-56020-400	4811 Canoga Gate 110912-121212	2024259988 1213	12/13/2012		12/20/2012	25.13	3233
003233	sout018	3001-3001-56020-400	4820 Canoga 110912-121212	2038187969 1213	12/13/2012		12/20/2012	237.95	3233
003233	sout018	3001-3001-56020-400	4811 Canoga 110912-121212	2038188173 1213	12/13/2012		12/20/2012	302.04	3233

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003233	sout018	3001-2010-56020-400	10380 Pradera 110812-121112	2185722790 1212	12/12/2012		12/20/2012	49.38	3233
	Southern California Edison Co								
003233	sout018	3001-2011-56020-400	10390 Pradera 110812-121112	2185722824 1212	12/12/2012		12/20/2012	32.11	3233
	Southern California Edison Co								
003233	sout018	3001-2005-56020-400	10410 Amherst 110812-121112	2315792325 1212	12/12/2012		12/20/2012	38.16	3233
	Southern California Edison Co								
003233	sout018	3001-2006-56020-400	10380 Amherst 110812-121112	2315959668 1214	12/14/2012		12/20/2012	43.50	3233
	Southern California Edison Co								
003233	sout018	3001-2007-56020-400	10330 Amherst 110812-121112	2315959668 1214	12/14/2012		12/20/2012	38.28	3233
	Southern California Edison Co								
003233	sout018	3001-1017-56020-400	5444 1/2 Palo Verde 111312-121312	2336647847 1213	12/13/2012		12/20/2012	6.13	3233
	Southern California Edison Co								
003233	sout018	3001-1017-56020-400	5444 Palo Verde 111312-121312	2337387070 1214	12/14/2012		12/20/2012	3.01	3233
	Southern California Edison Co								
							Voucher: 003233	775.69	
003234	TKRP001	3001-1007-56170-400	9751 Central-bathub	5703	12/12/2012		12/20/2012	1,850.00	3234
	T.K.R. Plumbing								
							Voucher: 003234	1,850.00	
							Report Total:	69,113.05	

<u>Account Number</u>	<u>Amount</u>	<u>Invoice No</u>	<u>Inv Date</u>	<u>Description</u>	<u>Reference</u>	<u>Task</u>	<u>Type</u>	<u>PO Number</u>	<u>Close PO?</u>	<u>Line Item</u>
Vendor: Dese002		Desert Ranger Construction								
Check No: 3182		Check Date: 08/30/2012								
	5,797.26	Pmt-Retention	08/30/2012	4791 Canoga-Retention Pmt		-			No	0005
3001-2020-56170-400	8,708.37	Pmt-Retention	08/30/2012	4811 Canoga-Retention Pmt		-			No	0016
3001-3001-56170-400	8,708.37	Pmt-Retention	08/30/2012	4820 Canoga-Retention Pmt		-			No	0020
Check Total:	23,214.00									
Vendor Total:	23,214.00									
Report Total:	23,214.00									

	<u>DR Amount</u>	<u>CR Amount</u>	<u>Acct Number</u>	<u>Description</u>	<u>Vendor</u>
Fund: 3001 General Fund					
	23,214.00	0.00	3001-0000-00010-101	Cash	
	0.00	5,797.26	3001-2020-56170-400	Building Repairs	Dese002
	0.00	8,708.37	3001-3001-56170-400	Building Repairs	Dese002
	0.00	8,708.37	3001-3001-56170-400	Building Repairs	Dese002
	<hr/>	<hr/>			
Total for Fund: 3001	23,214.00	23,214.00			
	<hr/>	<hr/>			
Grand Total:	23,214.00	23,214.00			