

CITY OF MONTCLAIR

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

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

September 16, 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, Successor Agency and Montclair Housing Corporation Boards of Directors, and Montclair Housing Authority Commissioners

II. **INVOCATION**

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

III. **PLEDGE OF ALLEGIANCE**

IV. **ROLL CALL**

V. **PRESENTATIONS**

- A. Introduction of New Employee

VI. **PUBLIC COMMENT**

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

Under the provisions of the Brown Act, the Council/Successor Agency Board/MHC Board/MHA Commission 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 Board/MHA Commission Meeting of September 3, 2013
[CC/SA/MHC/MHA]

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 |
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| 7. Consider Receiving and Filing of Treasurer's Report [MHA] | 11 |
| 8. Consider Approval of Warrant Register [MHA] | 12 |
| 9. Consider Setting a Public Hearing to Consider Ordinance
No. 13-937 Amending Chapter 9.02 of the Montclair
Municipal Code and Adding Chapter 9.14 to the Montclair
Municipal Code Related to Use of the Montclair Transcenter
and City-Owned Properties [CC] | 13 |
| 10. Consider Setting a Public Hearing to Consider Adoption of
Resolution No. 13-3007 Amending the Fee Schedule for the
Collection and Disposal of Residential Refuse [CC] | 19 |
| 11. Consider Setting a Public Hearing to Consider Adoption of
Resolution No. 13-3008 Amending the Fee Schedule for the
Collection and Disposal of Commercial Refuse [CC] | 31 |
| 12. Consider Authorization of a \$7,698.20 Appropriation From
the Contingency Fund to Replace Hydraulic Hoses, Fittings,
and Adapters on Holmatro® Rescue Equipment Assigned to
Engine 151 and Medic Engine 152 [CC] | 63 |
| 13. Consider Authorization to Purchase 50 TASER® Cartridges
From TASER International, Inc. [CC] | 68 |

C. Agreements

1. Consider Approval of Agreement No. 13-73 With the YWCA San Gabriel Valley and Inland Communities to Serve as a Resource Agency for the Human Services Department [CC] 71
2. Consider Approval of Agreement No. 13-77 Amending Agreement No. 13-35 With the San Bernardino County Department of Aging and Adult Services to Divide Funding for the Senior Citizen Nutrition Program Into Two Budget Periods [CC] 79
3. Consider Approval of Agreement No. 13-78 With Montclair Golden Girls Softball League, Agreement Nos. 13-79 and 13-80 with Montclair Little League, and Agreement Nos. 13-81 and 13-82 With All Cities Youth Baseball for Use of Ball Field Facilities [CC] 87

D. Resolutions

1. Consider Adoption of Resolution No. 13-3009 Urging the Governor to Veto SB 313 (de León) – Public Safety Officers Procedural Bill of Rights Act [CC] 119
2. Consider City Council, Acting as Successor to the City of Montclair Redevelopment Agency Board of Directors, Adoption of Resolution No. 13-08 Adopting a Recognized Obligation Payment Schedule for January 1, 2014, Through June 30, 2014, and Authorizing Certain Other Actions Pursuant to Section 34177 of Part 1.85 of the Health and Safety Code [SA] 124

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE

- A. Response to City Council Inquiry Regarding Consideration of Ordinance No. 13-935 Amending Chapters 11.22, 11.78, and 11.90 of the Montclair Municipal Code Related to Development Standards and Requirements in the R-3 (Residential Medium-High Density) Zoning District 136

XI. COMMUNICATIONS

- A. City Attorney
- B. City Manager/Executive Director
- C. Mayor/Chairman
 1. Announcement of Appointment to the Community Action Committee
- D. Council/MHC Board

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

1. Minutes of the Personnel Committee Meeting of September 3, 2013. 138

XII. ADJOURNMENT OF CITY COUNCIL, SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS, AND MONTCLAIR HOUSING AUTHORITY COMMISSIONERS

The next regularly scheduled City Council, Successor Agency Board, Montclair Housing Corporation Board, and Montclair Housing Authority Commission meetings will be held on Monday, October 7, 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, and Montclair Housing Authority Commission 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 September 12, 2013.

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: September 16, 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 August 31, 2013, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending August 31, 2013.

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

RECOMMENDATION: Staff recommends the City Council receive and file the Treasurer's Report for the month ending August 31, 2013.

Prepared by:

Michael Portanova
Gloria L. Smith

Reviewed and
Approved by:

Robert J. Fasken

Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	DATE: September 16, 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 September 16, 2013, and Payroll Documentation dated July 28, 2013; finds them to be in order; and recommends their approval.

FISCAL IMPACT: The Warrant Register dated September 16, 2013, totals \$2,454,536.78. The Payroll Documentation dated July 28, 2013, totals \$561,672.19, with \$385,431.39 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

Proofed by:

Lisa H. Gannon

Reviewed and
Approved by:

Presented by:

[Handwritten signatures]

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: September 16, 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 August 31, 2013, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Successor to the Redevelopment Agency Treasurer's Report for the period ending August 31, 2013.

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

RECOMMENDATION: Staff recommends the City Council acting as successor to the Redevelopment Agency Board of Directors receive and file the Successor to the Redevelopment Agency Treasurer's Report for the month ending August 31, 2013.

Prepared by:

Reviewed and
Approved by:

Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER **DATE:** September 16, 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 August 31, 2013, pursuant to state law.

BACKGROUND: Vice Chairman Ruh has examined the Successor to the Redevelopment Agency Warrant Register dated 08.01.13–08.31.13 in the amounts of \$3,303.80 for Project I; \$0.00 for Project II; \$38399.50 for Project III; \$26,710.25 for Project IV; \$46,757.25 for Project V; \$0.00 for the Mission Boulevard Joint Redevelopment Project; \$0.00 for the Redevelopment Obligation Retirement Funds; \$0.00 from the Tax Exempt Bond Proceeds and \$0.00 from the Taxable Bond Proceeds 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 August 31, 2013.

Prepared by:

Michael P. [Signature]
Gonnie L. Smith

Reviewed and
Approved by:

[Signature]
[Signature]

Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: September 16, 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 August 31, 2013, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending August 31, 2013.

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

RECOMMENDATION: Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending August 31, 2013.

Prepared by:

Melinda P. Protony
Yvonne L. Smith

Reviewed and
Approved by:

Robert Barker

Proofed by:

Presented by:

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER	DATE:	September 16, 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 August 31, 2013, pursuant to state law.

BACKGROUND: Vice Chairman Ruh has examined the Warrant Register dated 08.01.13-08.31.13 in the amount of \$175,244.19 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 August 31, 2013.

Prepared by:

Michael P. Pittman
Gonnie L. Smith

Reviewed and
Approved by:

Donald J. Parker
[Signature]

Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: September 16, 2013

SECTION: ADMIN. REPORTS

ITEM NO.: 7

FILE I.D.: FIN525

DEPT.: MHA

REASON FOR CONSIDERATION: The Montclair Housing Authority Board of Directors is requested to receive and file the Montclair Housing Authority Treasurer's Report for the month ending August 31, 2013, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending August 31, 2013.

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

RECOMMENDATION: Staff recommends the Montclair Housing Authority Board of Directors receive and file the Treasurer's Report for the month ending August 31, 2013.

Prepared by:

Michael P. Pithonakis
James L. Smith

Reviewed and
Approved by:

Donald J. Parker
John W. Smith

Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER **DATE:** September 16, 2013
SECTION: ADMIN. REPORTS
ITEM NO.: 8
FILE I.D.: FIN545
DEPT.: MHA

REASON FOR CONSIDERATION: The Montclair Housing Authority Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending August 31, 2013, pursuant to state law.

BACKGROUND: Vice Chairman Ruh has examined the Warrant Register dated 08.01.13-08.31.13 in the amount of \$0.00 for the Montclair Housing Authority and finds it to be in order.

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

RECOMMENDATION: Vice Chairman Ruh recommends the Montclair Housing Authority Board of Directors approve the Warrant Register for the period ending August 31, 2013.

Prepared by:

Michael P. [Signature]
James L. [Signature]

Proofed by:

Reviewed and
Approved by:

Presented by:

[Signature]
[Signature]

AGENDA REPORT

SUBJECT: CONSIDER SETTING A PUBLIC HEARING TO CONSIDER ORDINANCE NO. 13-937 AMENDING CHAPTER 9.02 OF THE MONTCLAIR MUNICIPAL CODE AND ADDING CHAPTER 9.14 TO THE MONTCLAIR MUNICIPAL CODE RELATED TO USE OF THE MONTCLAIR TRANS-CENTER AND CITY-OWNED PROPERTIES

DATE: September 16, 2013
SECTION: ADMIN. REPORTS
ITEM NO.: 9
FILE I.D.: TRN240
DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: Amendments to the Municipal Code require public hearing review and approval by the City Council.

BACKGROUND: In August 2013, staff received an electronic communication from a resident complaining about conditions at the Montclair Transcenter including substandard maintenance of the grounds, furniture, portable toilets, and trash receptacles. Staff responded electronically to the resident and explained the challenges the City faces because responsibility for maintenance is shared by the City and the California Department of Transportation. Staff acknowledged, however, that at least a portion of the trash problem is generated by individuals engaging in the illegal vending of food and beverages at the Transcenter.

Accordingly, staff has prepared Ordinance No. 13-937, which sets forth regulations governing the conduct and behavior of patrons of the Transcenter and other City-owned property other than parks, which are presently covered in Chapter 9.12 of the Montclair Municipal Code.

FISCAL IMPACT: The cost to publish a Notice of Public Hearing in the *Inland Valley Daily Bulletin* related to Ordinance No. 13-937 should not exceed \$400.

RECOMMENDATION: Staff recommends the City Council set a public hearing for Monday, October 7, 2013, at 7:00 p.m. in the City Council Chambers to consider Ordinance No. 13-937 amending Chapter 9.02 of the Montclair Municipal Code and adding Chapter 9.14 to the Montclair Municipal Code related to use of the Montclair Transcenter and City-owned properties.

Prepared by:

Steve Laster

Reviewed and
Approved by:

Steve Laster

Proofed by:

Diana Burke

Presented by:

[Signature]

ORDINANCE NO. 13-937

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING CHAPTER 9.02 ("DEFINITIONS") OF THE MONTCLAIR MUNICIPAL CODE AND ADDING CHAPTER 9.14 ("MONTCLAIR TRANSCENTER AND CITY-OWNED PROPERTIES") TO THE MONTCLAIR MUNICIPAL CODE

WHEREAS, the Montclair Transcenter ("Transcenter") is a multimodal transportation center located at 5091 Richton Street and owned by the State of California; and

WHEREAS, the Transcenter is a busy embarkation and debarkation point for rail commuters on Metrolink's San Bernardino Line, which operates seven days a week; and

WHEREAS, the Transcenter is also planned as the future terminus of Phase 2B of the Metro Gold Line light rail system; and

WHEREAS, the Transcenter is also served by buses operated by Omnitrans, Foothill Transit, and Riverside Transit Agency (RTA); and

WHEREAS, the Transcenter represents the City of Montclair to thousands of commuters weekly traveling to, from, or through the City; and

WHEREAS, the State of California Department of Transportation (Caltrans) is responsible for maintenance of all landscaping and parking lot lighting, bus shelter lighting, and landscape lighting at the Transcenter; and

WHEREAS, the City contracts for weekly disposal of trash and the sweeping of all paved surfaces twice monthly; and

WHEREAS, because of the significant number of rail and bus commuters using the Transcenter, opportunistic individuals often engage in the illegal vending of food and beverages on Transcenter property, exacerbating the trash problem; and

WHEREAS, the City Council now finds it necessary to adopt regulations governing the conduct and behavior of persons using the Montclair Transcenter and other City-owned properties so that said facilities may be enjoyed by all.

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

Section I. Amendment of Code.

The following definitions are hereby added to Section 9.02.020 ("Definitions") of the Montclair Municipal Code:

Caltrans means the State of California Department of Transportation.

City Manager means the City Manager of the City of Montclair.

City-owned property, as used in this Title, means property owned in fee by the City of Montclair. This definition does not include single-family and multifamily properties owned and managed by the Montclair Housing Corporation, the Montclair Housing Authority, or properties leased by the City for private use.

Montclair Civic Center, as used in this Title, means the property bounded by Benito Street on the north; the westerly boundary of Alma Hofman Park on the east; the northerly line of Tract No. 6139 on the south; and Fremont Avenue on the west.

Montclair Transcenter means the property bounded by the southerly right-of-way line of the Pacific Electric Inland Empire Trail on the north; the westerly line of Parcel Map No. 4531 and the westerly line of Parcel Map No. 14479 on the east; the southerly line of the Southern California Regional Rail Authority (Metrolink) right-of-way on the south; and Monte Vista Avenue on the west. As used in this Title, this definition shall also include the street right-of-way of Richton Street between the westerly and easterly boundaries of the Montclair Transcenter.

Section II. Amendment of Code.

Chapter 9.14 is hereby added to the Montclair Municipal Code as follows:

Chapter 9.14

MONTCLAIR TRANSCENTER AND CITY-OWNED PROPERTIES

Sections:

9.14.010	Purpose.
9.14.020	Unlawful acts.
9.14.030	Signs.
9.14.040	Vandalism.
9.14.050	Public toilets.
9.14.060	Littering.
9.14.070	Animals.
9.14.080	Boisterous conduct.
9.14.090	Gambling.
9.14.100	Vending and peddling.
9.14.110	Alcoholic beverages.
9.14.120	Advertising.
9.14.130	Nuisance.

9.14.010 Purpose.

The purpose and intent of this Chapter is to provide for the safe use and enjoyment by the public of the Montclair Transcenter and all City-owned properties by adopting regulations governing the conduct and behavior of persons using such public places so that said facilities may be enjoyed by all.

9.14.020 Unlawful acts.

It is unlawful for any person to do or commit, or for any person to cause or permit to be done or committed within the boundaries of the Montclair Transcenter or any City-owned property, any act specifically prohibited in this Chapter.

9.14.030 Signs.

No person shall fail or refuse to obey or comply with any notice or sign, including warning, regulatory and road markings, placed by Caltrans or by the City Manager, or his/her designee, for the safety or control of persons, vehicles or animals. No person shall willfully refuse to follow or comply with any lawful order or direction given by a City employee.

9.14.040 Vandalism.

No person shall willfully cut, break, injure, deface, disfigure, mark or write upon, paint, etch, carve, burn, tamper with, attach rope or wire to, displace, or remove any tree; shrub; plant; turf; rock; soil; wood; building; fence; wall; table; bench; chair; pole; light; railing; drinking fountain; trash receptacle; vending machine; display case; irrigation equipment or other public utility, part, or appurtenance thereof; sign; notice or placard, whether temporary or permanent; monument; stake, post, or other boundary marker; equipment; tools; implements; materials; or any other structure or property whatsoever, either real or personal.

9.14.050 Public toilets.

No person shall fail to cooperate in maintaining public toilets in a neat and sanitary condition nor shall any person loiter in or around any public toilet or enter any public toilet designated for the opposite gender, except that this provision shall not apply to persons under five years of age accompanied by a parent or guardian.

9.14.060 Littering.

No person shall deposit, throw, discharge, or otherwise place any paper, ashes, dirt, bottles, broken glass, cans, trash, litter, rubbish, debris, or any substance, matter, or thing, either liquid or solid, on the grounds of the Montclair Transcenter or any City-owned property, except in receptacles designated for such items, nor shall any person bring any of the aforementioned substances, except litter accumulated in the course of automobile, bus, or train travel, into the Montclair Transcenter or any City-owned property for the purpose of disposal thereof. Where designated receptacles are not provided, all such rubbish and waste shall be removed from the Montclair Transcenter or City-owned property and properly disposed of elsewhere.

9.14.070 Animals.

No person shall ride, lead, or let loose any animal or fowl of any kind at the Montclair Transcenter or on any City-owned property, except that it shall not be unlawful to have dogs physically restrained by a leash not in excess of six feet.

No person shall keep or permit to remain any dog that is noisy, vicious, or dangerous or which disturbs other persons within the boundaries of the

Montclair Transcenter or any City-owned property after such person has been directed to remove such dog. No person shall trap, kill, injure, catch, or mistreat any wild or domesticated bird or animal; or destroy, remove, or disturb any of the young or eggs of same; or permit any dog to pursue, trap, kill, or wound any wild or domesticated bird or animal, except that the provisions of this Section shall not apply to City or contract employees regulating animal populations that have been declared a nuisance or hazard by the City Manager or his/her designee consistent with laws protecting animals.

9.14.080 Boisterous conduct.

No person shall maliciously or willfully disturb the peace or quiet of the Montclair Transcenter, City-owned property, or of any person therein by creating loud or unusual noises or by engaging in riotous, boisterous, threatening, indecent, or offensive conduct or by using abusive, profane, indecent, or vulgar language. No person shall play or utilize any sound-amplifying system within the Montclair Transcenter or on any City-owned property or facility not specifically designated for that purpose or permitted by the City Manager or his/her designee.

9.14.090 Gambling.

No person shall gamble or engage in gambling at the Montclair Transcenter or on City-owned property, except that this Section shall not apply to bingo activities that occur within buildings at the Montclair Civic Center.

9.14.100 Vending and peddling.

No person shall expose or offer for sale any food, article, or thing nor shall any person station or place and stand, cart, or vehicle for the transportation, sale, or display of any such article or thing within the Montclair Transcenter or any City-owned property except by written permission from the City Manager or his/her designee. No person shall give, set up, or maintain any exhibition, show, performance, concert, lecture, entertainment, or similar activity at the Montclair Transcenter or on any City-owned property without written permission to do so from the City Manager or his/her designee. No person shall offer any for-profit services at the Montclair Transcenter or on any City-owned property without the written permission from the City Manager or his/her designee. As used in this Section, lawful possession of a City of Montclair Business License does not qualify as written permission from the City Manager or his/her designee.

9.14.110 Alcoholic beverages.

No person shall consume or have in his or her possession, custody, or control any open container of an alcoholic beverage of any kind whatsoever, except when attending a function operating under a permit issued by the City Manager or his/her designee. No intoxicated person shall enter or remain within the boundaries of the Montclair Transcenter or any City-owned property.

9.14.120 Advertising.

No person shall announce, advertise, or call the public's attention in any way to any article for sale or hire; or paste, glue, tack, or otherwise place or post any sign, picture, placard, advertisement, or inscription whatsoever; or distribute any handbill, circular, or petition except by permission from the City

Manager or his/her designee, provided that this Section shall not apply to any concession operating under a lease granted by the City.

9.14.130 Nuisance.

It shall be deemed a public nuisance for any person to do or commit, or cause to permit to be done or committed on or within the boundaries of the Montclair Transcenter or any City-owned property, any prohibited act as described in this Chapter or as outlined in Chapter 7.24 herein.

Section III. Severability.

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

Section IV. Effective Date.

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

Section V. Posting.

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

APPROVED AND ADOPTED this XX day of XX, 2013.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 13-937 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2013, and finally passed not less than five (5) days thereafter on the XX day of XX, 2013, by the following vote, to-wit:

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

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER SETTING A PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 13-3007 AMENDING THE FEE SCHEDULE FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL REFUSE	DATE: September 16, 2013 SECTION: ADMIN. REPORTS ITEM NO.: 10 FILE I.D.: REF285 DEPT.: CITY MGR.
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REASON FOR CONSIDERATION: Burrtec Waste Industries, Inc. (Burrtec), the solid waste hauler for the City of Montclair, is requesting an adjustment to the schedule of rates for residential refuse service. The City Council considers and acts on all rate adjustments related to refuse services.

A copy of proposed Resolution No. 13-3007 and Exhibit A – Residential Refuse Rate Comparison to Resolution No. 13-3007 are attached for the City Council's review and consideration.

BACKGROUND: Agreement No. 13-71 provides for the annual adjustment of residential refuse service rates by a percentage increase not to exceed the *All Cities Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange Co. Area, All-Items Indexes, All Urban Consumers*, for the previous 12 months ending in January.

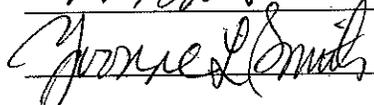
Burrtec last requested and received a 5.0 percent residential refuse service rate adjustment in April 2009, with an effective date of June 1, 2009. Pursuant to the terms of Agreement No. 13-71, Burrtec is technically eligible for an increase of 7.6 percent—the cumulative CPI for January 2009 (-0.1 percent), January 2010 (1.8 percent), January 2011 (1.8 percent), January 2012 (2.1 percent), and January 2013 (2.0 percent). Burrtec is requesting a 4.8 percent rate adjustment effective December 1, 2013.

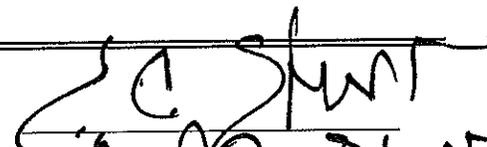
Proposed Adjustment to Residential Refuse Rate Components

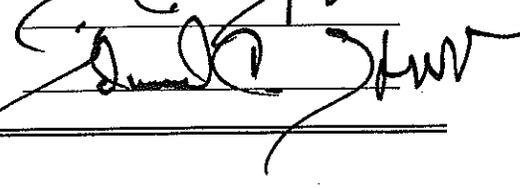
Agreement No. 13-71 provides the process for the development of monthly refuse rates based on various rate components. The following is a description of each rate component, the respective methods of adjustment, and the proposed adjustments:

- **Refuse Service Rate:** The refuse service rate is the portion of the rate paid to Burrtec for collecting refuse and transporting it to the Materials Recovery Facility (MRF). The City's Agreement with Burrtec allows the refuse service rate to be adjusted each year by the CPI, not to exceed 5 percent annually.

Prepared by: 

Proofed by: 

Reviewed and
Approved by: 

Presented by: 

- **Landfill Rate:** The landfill rate represents a pass-through of actual transportation and tipping fees paid by Burrtec. Currently, refuse generated in Montclair is transported from Burrtec's MRF in Fontana to several landfills within Burrtec's network of landfill disposal sites throughout Southern California. Currently the tipping fee total is \$41.80 per ton. The rate is adjusted by a formula agreed upon in the existing contract between the City and Burrtec.

Proposed Adjustment: There is no anticipated increase in the tipping fee; however, the cost to pick up and transport refuse to landfills has increased significantly, partly because of high diesel fuel prices.

Burrtec is requesting a modest adjustment in the landfill rate from \$3.60 to \$4.10 based on the following contract formula: $1.178 \text{ (tons per household)} \times \$41.80 \text{ (tipping fee)} \div 12 \text{ (months per year)} = \4.10 .

- **Recycling Service Rate:** The recycling service rate represents the cost of collecting and transporting recyclables to the MRF. The rate is adjusted by a formula agreed upon in the existing contract between the City and Burrtec.

Proposed Adjustment: A recycling service rate adjustment of approximately 4.8 percent, from \$3.19 to \$3.35, is being proposed based on the following contract formula: $\$3.19 \text{ (current rate)} \times .048 \text{ (CPI)} = \3.35 .

- **Materials Recovery Facility Fee:** The MRF component is affected by (1) the volume of recyclables processed; (2) the amount of refuse (contamination) found in the recyclables; and (3) the market value of recycled commodities over the preceding 12 months. Pursuant to AB 341, all cities in the state must reach a 75 percent landfill recovery rate by 2020. As such, the amount of recyclable commodities that Burrtec is able to collect and process has increased significantly due to state law. The recent volume in growth of recyclable commodities has produced a downward trend in commodity prices. The commodity price of recyclable commodities has dropped significantly over the past several years due to an increase of supply. At the same time, the amount of material that Burrtec is able to process and redistribute to third parties for use in the manufacturing of goods has risen dramatically, resulting in a net profit for Burrtec. As such, Burrtec is proposing a rate adjusted by a formula agreed upon in the existing contract between the City and Burrtec.

Proposed adjustment: A credit of \$0.42 per month, from a charge of \$0.09, is being proposed based on the following contract formula: $(\$22.50) \text{ (current commodity price)} \times .222 \text{ (tons per household)} \div 12 \text{ (months per year)} = (\$0.42)$.

It should be noted that during negotiations, Burrtec suggested creating a fund out of the proposed Materials Recovery Facility Fee credit to help reimburse the City for the cost of general community maintenance. Currently, a portion of general community maintenance is paid for by the General Sanitation Fee; however, the General Sanitation Fee only covers a fraction of the cost for providing general community maintenance. It was decided upon at the conclusion of the negotiations that the Materials Recovery Facility Fee credit would be passed onto the customer rather than creating a fund for reimbursing the City for the cost of general community maintenance. It was the decision of City Staff that the Materials Recovery Facility credit should be given to the customer in an effort to help alleviate the costs associated with residential refuse service.

- *Greenwaste Disposal:* The Greenwaste Disposal Fee represents a pass-through of actual transportation and tipping fees paid by Burrtec. The Greenwaste Disposal Fee has increased from \$28 per tons to \$35.61 per ton. Generally, increases are tied to increased fuel prices, tipping fees, and decreases in commodity volume. Currently, the average household in Montclair is generating 3,905 tons of greenwaste per year, up from 3,490 ton four years ago. While an increase in commodity volume generally decreases the cost to dispose of a commodity, increases in transportation and tipping fee costs have eroded such economies of scale that would be typically seen.

Despite the cost increase cited above, the formula used to calculate the greenwaste component is essentially based on disposal volume plus the disposal charge per ton. As indicated, the volume of greenwaste per household has decreased significantly; however, increases in fuel costs and disposal rate have caused an increase in this cost component. The rate is adjusted by the following formula.

Proposed adjustment: An increase in this component from \$0.81 to \$1.77 is proposed based on the following contract formula: .598 (tons per year) x \$35.61 (current rate) ÷ 12 (months per year) = \$1.77.

- *Household Hazardous Waste Fee:* The City is in the 21st year of an agreement with the County of San Bernardino to provide household hazardous waste disposal facilities. These facilities are located at:

5050 Schaefer Avenue, Chino
1408 East Francis Street, Ontario
1370 North Benson Avenue, Upland

Montclair residents may dispose of hazardous waste at no charge at the time of disposal. Montclair refuse ratepayers are annually charged approximately \$5.39 per household (\$0.45 monthly). The Household Hazardous Waste Fee is based on the actual cost charged to the City by San Bernardino County and is intended as a pass-through cost to each ratepayer.

The rate component of \$0.45 per month is based on the following formula: \$48,763 (proposed annual County contract rate) ÷ 36,788 (per capita/ population) = \$ 1.33 (annual per capita rate); 36,788 (per capita) x \$1.33 (annual per capita rate) = \$48,769 (annual County contract rate) ÷ 9,039 (households) = \$5.39 (annual household rate) ÷ 12 (months per year) = \$0.45 (monthly household rate).

Proposed adjustment: There is no anticipated adjustment in the Household Hazardous Waste Fee component for Fiscal Year 2013-14.

- *General Sanitation Fee:* The general sanitation fee is a rate component assessed to residential ratepayers to reimburse for the cost of general community maintenance issues including graffiti abatement, alleyway maintenance, illegal dumping, property cleanup, sanitation services, and removal of abandoned bulky items in neighborhoods and alleyways. Service charges approximate the actual/estimated cost of service.

The rate component of \$2.82 per month is based on the following formula: \$305,880 (cost of service) ÷ 12 = \$25,490 (monthly) ÷ 9,039 (households) = \$2.82 (monthly rate per household).

Proposed adjustment: There is no anticipated adjustment in the General Sanitation Fee component for Fiscal Year 2013-14.

The current rate component of \$2.82 is inadequate to pay for the full cost of services related to the maintenance and cleanup of the community, contracting for specialized maintenance and investigation services, and disposal of illegally and inappropriately discarded and abandoned waste and household items; the current rate does, however, fall within the monthly maximum rate allowed under Proposition 218. The City currently expends approximately \$200,000 annually in cleanup activities and in excess of \$300,000 in code enforcement, police investigation, and contract-related services.

- *Administrative Fee: The Administrative Fee of \$3.99 is a charge imposed by the City to reimburse for the cost of administering the refuse service program. Service charges should approximate the actual/estimated cost of service.*

The Administrative Fee component is based on the following formula: \$432,780 (Refuse Program operating costs) ÷ 9,039 (households) = \$47.88 (annual rate per household for administrative-related costs) ÷ 12 (months per year) = \$3.99 (monthly per household rate for administrative-related costs).

Proposed adjustment: There is no anticipated adjustment in the Administrative fee component for Fiscal Year 2013-14.

Proposed Monthly Household Refuse Rate

As proposed, adopting Resolution No. 13-3007 would increase the *Total Monthly Household Rate* from \$25.36 to \$26.88, an increase of \$1.52 above the current residential refuse rate. Senior households would continue to be charged a residential refuse rate that is 20 percent below the monthly residential refuse rate for non-senior households—the monthly senior rate would increase from \$20.29 to \$21.50, an increase of \$1.21.

Table 1 on the following page identifies cost components of Montclair's *Total Monthly Household Rate* including current and proposed rates.

Table 1

**Total Monthly Household Refuse Rate Components
Current and Proposed Residential Refuse Rates**

<i>Fee Components</i>	<i>Current</i>	<i>Proposed</i>
Refuse Service Rate	\$10.32	\$10.82
Recycling/Greenwaste	3.19	3.35
Refuse Landfill/Transfer Rate	3.69	4.10
MRF Fees	0.09	(0.42)
Greenwaste Disposal	0.81	1.77
Total Cost of Services—Paid to Burrtec	\$18.10	\$19.62

General Sanitation Fee	2.82	2.82
Administrative Fee	3.99	3.99
Household Hazardous Waste Fee	0.45	0.45
Total Monthly Cost to Provide Refuse Collection	\$25.36	\$26.88
Total Monthly Household Rate	\$25.36	\$26.88
Total Monthly Senior Household Rate	\$20.29	\$21.50
Monthly City Subsidy per Senior Household	\$5.07	\$5.38
<i>Miscellaneous:</i> Extra Barrel: Refuse/Recycling/ Greenwaste	\$5.50/\$1.25/\$0	\$5.50/\$1.25/\$5.50

Maximum Monthly Refuse Rates

At the April 16, 2007 Proposition 218 public hearing for refuse and sewer rates, the City Council established a ten-year schedule of maximum rates.

City Council members may recall that during the Strategic Planning Session on June 6, 2006, City staff was directed to conduct a Proposition 218 notification and hearing process in early 2007 to set Maximum Monthly Rates for sewer and refuse services.

The appropriate notification documents were prepared and, at the February 5, 2007

meeting of the City Council, authorization was granted to ask residents to consider long-term monthly rate caps for refuse services pursuant to Proposition 218's notification and hearing requirements.

As indicated in **Table 2** on the following page, the monthly household refuse rate authorized under Proposition 218 effective January 1, 2013, is \$27.96 (\$23.49 for senior households). The proposed *Total Monthly Household Rate* of \$26.88 (\$21.50 for senior households) is \$1.08 below the authorized Maximum Monthly Refuse Rate of \$27.96 (\$22.37 for senior households).

State law provides that, under Proposition 218, utility rates can be adjusted on an annual basis provided the formula for adjusting rates does not change or does not change in a way that would otherwise impose future increases that are higher than the adopted fee formula.

Table 2 identifies the Maximum Monthly Residential Refuse Rates that can be charged to residential refuse ratepayers effective June 2007 through January 2016—in accordance with Proposition 218.

Table 2

**Maximum Monthly Residential Refuse Rate Caps
Total Monthly Household Refuse Rate Components**

Proposed Nonsenior/Senior Monthly Household Rates Effective 6.1.2007	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2008	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2009	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2010	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2011
\$20.87/\$16.70	\$21.91/\$17.53	\$23.01/\$18.41	\$24.16/\$19.33	\$25.36/\$20.29
Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2012	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2013	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2014	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2015	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2016
\$26.63/\$21.30	\$27.96/22.37	\$29.36/23.49	\$30.83/24.66	\$32.34/\$25.87

The Maximum Monthly Refuse Rate Caps adopted by the City Council at its April 16, 2007 meeting satisfy the following requirements:

- Comply with Proposition 218 notification/hearing requirements without retriggering such requirements each year the City Council is asked to consider a refuse rate adjustment, through 2016.
- Allow for annual fee adjustments indexed to the CPI and/or other rate calculation methodologies.
- Allow for recovery costs related to household hazardous waste collection; administrative fees; code enforcement; cleanups; legal fees; graffiti abatement; alleyway maintenance; illegal dumping; and collection of oversized household items dumped in alleyways, on commercial properties, and in residential neighborhoods.

Senior Household Subsidy Program

Montclair currently provides a monthly refuse rate subsidy program for senior households—to qualify, accountholders must be age 65 or older, live at the residence, and the refuse account must be in the customer's name. The current monthly household refuse rate for senior households is \$20.29—a savings of \$5.07 off the current *Total Monthly Household Refuse Rate* of \$25.36; the proposed rate of \$21.50 represents a savings of \$5.38 of the proposed *Total Monthly Household Refuse Rate* of \$26.88. Continuation of a discount program for senior household was discussed at the November 21, 2005 meeting of the City Council—the City Council considered alternatives related to discounting refuse service rates and ultimately approved maintaining a 20 percent discount off the *Total Monthly Household Refuse Rate* until funds in the Refuse Impound Fund are extinguished.

The subsidy program is not a rate discount on the *Total Monthly Household Refuse Rate*; it is a Refuse Impound Fund subsidy that offsets the *Total Monthly Household Refuse Rate* currently charged to the households of nonsenior residential refuse ratepayers. The Refuse Impound Fund is used to make full payment to Burrtec for refuse services and to reimburse the General Fund for refuse program-related costs.

Residential Refuse Rate Comparison

A residential refuse rate survey of neighboring cities to compare residential refuse service levels and fee structures was conducted to better comprehend what other cities in the area charge for residential refuse rates. The cities surveyed are area cities that contract with Burrtec for refuse services. After the survey was conducted, it became apparent that a number of significant limitations would affect the validity and reliability of the comparison. Direct comparison of residential refuse service levels and fee structures across the surveyed cities were not uniform due to wide differences in fee structures, rate components, service levels, and fee definitions.

While the residential refuse rate comparison established a sense of position within the range of residential refuse rates among neighboring cities, it did not establish a clear comparison of cost components within the surveyed cities. As such, the Residential Rate Comparison attached as Exhibit A includes only the service and disposal/processing components, since these two components are the only direct comparisons available.

It should be noted that comparative surveys do not usually offer clarity as to the cost of providing residential refuse rates; rather, such comparisons provide a simple tool for showing existing residential refuse rate ranges for comparable types of services. The following are true when conducting residential refuse rate comparisons:

- ✓ Many cities have not updated their residential refuse agreements in several years; therefore, cities that have recently updated agreements will typically have higher residential refuse rates in comparison to other cities that have not recently adjusted their residential refuse rates. As a result, some cities may have rates that may seem substantially high in comparison to cities that have rates that would be considered substantially low.

Of the cities surveyed, the cities of Highland, Rialto, and Yucaipa were the only ones to have undergone a recent rate adjustment. The cities of Rancho Cucamonga and Upland are currently beginning the process of adjusting their refuse rates. The City of Grand Terrace has not sought rate adjustments in several years and, as a result, will see significant rate increases in the next coming years.

- ✓ Cities do not typically publish or identify residential refuse rate components. Instead, they simply state the total fee for commercial and residential refuse rates. As such, it is difficult to identify what the rate components are for commercial and residential refuse rates. Some cities may have rate components such as administration fees, sanitation fees, and other such fees that other cities do not.
- ✓ Services included in various residential refuse rates are typically structured differently in each city, thereby making direct comparisons unreliable. For example, some cities may charge a general sanitation fee that covers graffiti abatement, street cleaning, etc., while other another city may charge a sanitation fee that only covers bulky item pick-up. As such, it is difficult to compare services provided by refuse haulers.

An example of this is the City of Upland, which charges high administrative fees to customers to compensate for the fact that its refuse service rates are not tied to a CPI adjustment. The City of Upland contracts its refuse administrative services to Burrtec.

- ✓ Not all cities provide tiered residential refuse rates, such as Nonsenior and Senior Residential Refuse Rates. While some cities may offer a two-tiered system, the formula for which the rate is subsidized is oftentimes unknown.

Economies of scale greatly affect the refuse service rate for cities. Typically, cities with much larger populations that produce vast amounts of refuse are provided much lower refuse service rates given the lower cost per unit to provide refuse service. Examples of this group are the cities of Rancho Cucamonga, Upland, and Rialto that have significantly larger populations and a higher volume of refuse production than the City of Montclair. Cities with smaller populations and that produce small amounts of refuse tend to have higher refuse service rates given the higher cost per unit to provide refuse service.

FISCAL IMPACT: The cost to publish a Notice of Public Hearing related to proposed Resolution No. 13-3007 is not expected to exceed \$400.

RECOMMENDATION: Staff recommends the City Council set a public hearing for Monday, October 7, 2013, at 7:00 p.m. in the City Council Chambers to consider adoption of Resolution No. 13-3007 amending the fee schedule for the collection and disposal of residential refuse.

Exhibit A
Residential Refuse Rate Comparison

Ranked By Total Vendor Charge

<i>Jurisdictions</i>	<i>Service</i>	<i>Disposal/ Processing</i>	<i>Total Vendor</i>	<i>City Fees</i>	<i>Total Rate</i>
Montclair	\$13.51	\$4.59	\$18.10	\$7.26	\$25.36
Grand Terrace	\$12.41	\$5.80	\$18.21	\$4.65	\$22.86
Rancho Cucamonga	\$13.05	\$5.50	\$18.55	\$3.33	\$21.88
Rialto	\$13.26	\$5.45	\$18.71	\$5.90	\$24.61
Montclair (proposed)	\$14.17	\$5.45	\$19.62	\$7.26	\$26.88
Upland	\$13.85	\$6.25	\$20.10	\$2.95	\$23.05
Highland	\$14.95	\$5.40	\$20.35	\$2.58	\$22.93
Fontana	\$16.13	\$5.35	\$21.48	\$3.02	\$24.50
Yucaipa	\$16.45	\$5.60	\$22.05	\$2.83	\$24.88

Since the cities surveyed vary in the services included in the city fee portion this is a direct comparison of cost applicable to refuse collection and disposal.

Ranked By Total Rate

<i>Jurisdictions</i>	<i>Service</i>	<i>Disposal/ Processing</i>	<i>Total Vendor</i>	<i>City Fees</i>	<i>Total Rate</i>
Rancho Cucamonga	\$13.05	\$5.50	\$18.55	\$3.33	\$21.88
Grand Terrace	\$12.41	\$5.80	\$18.21	\$4.65	\$22.86
Highland	\$14.95	\$5.40	\$20.35	\$2.58	\$22.93
Upland	\$13.85	\$6.25	\$20.10	\$2.95	\$23.05
Fontana	\$16.13	\$5.35	\$21.48	\$3.02	\$24.50
Rialto	\$13.26	\$5.45	\$18.71	\$5.90	\$24.61
Yucaipa	\$16.45	\$5.60	\$22.05	\$2.83	\$24.88
Montclair	\$13.51	\$4.59	\$18.10	\$7.26	\$25.36
Montclair (proposed)	\$14.17	\$5.45	\$19.62	\$7.26	\$26.88

RESOLUTION NO. 13-3007

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

WHEREAS, Section 6.16.050 of the Montclair Municipal Code and Agreement No. 13-71 between the City of Montclair and Burrtec Waste Industries, Inc. (Burrtec) provide for annual adjustments of rates related to the collection and disposal of commercial refuse, not to exceed the *All Cities Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County area, All-Items Indexes, All Urban Consumers, for the year ending In January*; and

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

WHEREAS, pursuant to the terms of Agreement No. 13-71, Burrtec is technically eligible for an increase of 7.6 percent—the cumulative CPI for January 2009 (-0.1 percent), January 2010 (1.8 percent), January 2011 (1.8 percent), January 2012 (2.1 percent), and January 2013 (2.0 percent); and

WHEREAS, Burrtec is requesting a residential refuse service rate adjustment of 4.8 percent for the *Total Monthly Household Refuse Rate*; and

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

WHEREAS, the *Total Monthly Household Refuse Rate*, inclusive of each of the rate components identified herein, is \$26.88 and the *Total Monthly Senior Household Rate* is \$21.50, both rates proposed to be effective December 1, 2013; and

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

**Table 1: Maximum Monthly Residential Refuse Rate Caps
Total Monthly Household Refuse Rate Components**

Proposed Nonsenior/Senior Monthly Household Rates Effective 6.1.2007	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2008	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2009	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2010	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2011
\$20.87/\$16.70	\$21.91/\$17.53	\$23.01/\$18.41	\$24.16/\$19.33	\$25.36/\$20.29

Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2012	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2013	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2014	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2015	Proposed Nonsenior/Senior Monthly Household Rates Effective 1.1.2016
\$26.63/\$21.30	\$27.96/22.37	\$29.36/23.49	\$30.83/24.66	\$32.34/\$25.87

WHEREAS, pursuant to the maximum schedule of rates indicated in **Table 1**, the maximum *Total Monthly Household Refuse Rate*, in effect as of January 1, 2013, cannot exceed \$27.96; and the proposed Total Monthly Household Rate of \$26.88, scheduled to be effective December 1, 2013, is in compliance with the maximum schedule of rates adopted pursuant to a Proposition 218 public hearing and notice process; and

WHEREAS, the Montclair City Council has examined the rate schedule and determined that the residential refuse service rates hereinafter enumerated are fair, reasonable, and necessary and that such rates bear a reasonable relationship between cost and benefits; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair hereby sets forth a schedule of service rates for the collection and disposal of residential refuse effective December 1, 2013, and as set forth in **Table 2** herein.

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

<i>Fee Components</i>	<i>Current</i>	<i>Proposed</i>
Refuse Service Rate	\$10.32	\$10.82
Recycling/Greenwaste	3.19	3.35
Refuse Landfill/Transfer Rate	3.69	4.10
MRF Fees	0.09	(0.42)
Greenwaste Disposal	0.81	1.77
Total Cost of Services - Paid to Burrtec	\$18.10	\$19.62
General Sanitation Fee	2.82	2.82
Administrative Fee	3.99	3.99
Household Hazardous Waste Fee	0.45	0.45
Total Monthly Cost to Provide Refuse Collection	\$25.36	\$26.88
Total Monthly Household Rate	\$25.36	\$26.88
Total Monthly Senior Household Rate	\$20.29	\$21.50
Monthly City Subsidy per Senior Household	\$5.07	\$5.38
Miscellaneous:		
Extra Barrel: Refuse/Recycling/ Greenwaste	\$5.50/\$1.25/\$0	\$5.50/\$1.25/\$5.50

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. 13-3007 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 SETTING A PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 13-3008 AMENDING THE FEE SCHEDULE FOR THE COLLECTION AND DISPOSAL OF COMMERCIAL REFUSE

DATE: September 16, 2013
SECTION: ADMIN. REPORTS
ITEM NO.: 11
FILE I.D.: REF085
DEPT.: CITY MGR.

REASON FOR CONSIDERATION: Burrtec Waste Industries, Inc. (Burrtec), the solid waste hauler for the City of Montclair, is requesting an adjustment to the schedule of rates for commercial refuse services. The City Council considers and acts on all rate adjustments related to refuse services.

A copy of proposed Resolution No. 13-3008 and Exhibit A - Commercial Rate Comparison to the Resolution are attached for the City Council's Review.

BACKGROUND: Agreement No. 13-71 provides for the annual adjustment of commercial refuse service rates by a percentage increase not to exceed the *All Cities Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area, All-Items Indexes, All Urban Consumers*, for the previous 12 months ending in January.

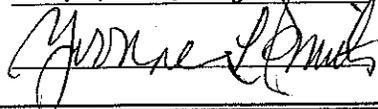
Burrtec last requested and received a 3.5 percent commercial refuse service rate adjustment in June 2008 with an effective date of July 1, 2008. Pursuant to the terms of Agreement No. 13-71, Burrtec is technically eligible for an increase of 11.5 percent—the cumulative CPI for January 2008 (3.9 percent), January 2009 (-0.1 percent), January 2010 (1.8 percent), January 2011 (1.8 percent), January 2012 (2.1 percent), and January 2013 (2.0) is 11.5 percent. Burrtec is requesting a 3.6 percent rate adjustment for Roll-Off Commercial Rates and waiving CPI adjustments for all other commercial rates—effective December 1, 2013.

City staff, in concurrence with Burrtec, is also proposing the addition of several new rate components and the reclassification of Multifamily Residential from residential refuse service to commercial refuse service. As part of the proposed reclassification, a corresponding rate adjustment is also being proposed. Burrtec is further proposing the creation of several new fees for elective refuse services.

Currently Commercial Refuse Rates are based on the following components:

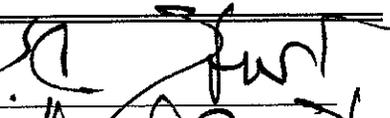
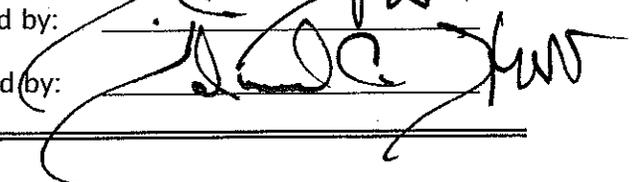
- *Service costs related to the provision of refuse services.* Service costs are subject to annual CPI adjustments pursuant to Agreement No. 13-71. Burrtec is requesting a 3.6 percent CPI adjustment for Roll-Off Commercial Rates.

Prepared by:

Reviewed and
Approved by:

Presented by:

- *Pass-through costs including a Greenwaste processing fee and/or the Landfill Disposal rate.* This rate component is impacted by landfill charges and commodity prices. As proposed, the Disposal/Landfill rate is increasing from \$39.50 per ton to \$ 41.80 per ton, the Greenwaste rate is increasing from \$28.00 per ton to \$35.61 per ton, and the Roll-Off disposal rate is increasing from \$39.50 per ton to \$ 41.80 per ton.
- *Frequency Factor.* This component represents the number of times per week (or other designated period of days) that refuse is picked up for disposal. This component provides ratepayers with a graduating discount rate based on the number of times of service per week.
- *Bin Size.* Bins are provided in the following sizes: 1.5 yards (0.3250 tons); 2.0 yards (0.4333 tons); 3.0 yards (0.6500 tons); 3.0 yards/greenwaste (1.3000 tons); 3.0 yards/compacted (1.9500 tons); and 4.0 yards/compacted (2.600 tons). Bin size, Disposal/Landfill, and Greenwaste disposal rates determine the monthly cost for this component.
- *Franchise Fee.* This rate component consists of a 10 percent fee of gross revenue from services to commercial, institutional, and industrial premises, exclusive of revenue from sale of recyclable materials and disposal tip fees.
- *Pavement Impact.* This rate component consists of a 3.5 percent fee of gross revenue from services to commercial, institutional and industrial premises, exclusive of revenue from sale of recyclable materials and disposal tip fees.

New Proposed Fee Components and Classifications

As part of the proposed rate adjustment for commercial refuse services, City staff is proposing the creation of *Recycling* and Sanitation Fee components to help comply with State law and to better provide for sanitation services to the community. As part of the new proposed rate adjustment and new proposed components, City staff is also proposing the reclassification of Multifamily Residential from residential refuse service to commercial refuse service. Burrtec is further proposing the creation of several new fees for elective refuse services.

Proposed Fee Components

The proposed Recycling and Sanitation Fee components would be based on the following:

- *Recycling Fee.* The proposed fee of \$1.29 would be used to help comply with Assembly Bill 341, which requires commercial businesses that generate four or more cubic yards per week of waste and multifamily complexes with five or more units, to adopt recycling practices. Currently, commercial accounts are charged the same rate for recycling bins, as they are trash bins. With the proposed Recycling Fee, commercial accounts would receive a recycling bin at no additional cost. The proposed Recycling Fee is based on 30 to 40 percent of commercial accounts adopting the use of recycling bins. If more accounts that are commercial take advantage of recycling, the recycling rate would increase in the future.

- *General Sanitation Fee.* The proposed fee of \$0.21 per cubic yard would be used to reimburse for the cost of general community maintenance issues including graffiti abatement, alleyway maintenance, illegal dumping, property cleanup, sanitation services, and removal of abandoned bulky items in neighborhoods and alleyways. Currently, this fee is charged to residential customers and is included in the residential rate component.

Proposed Rate: The proposed rate of \$0.21 per cubic yard would result in a monthly fee of \$2.73 based on a typical 3-Yard Bin Size at a frequency rate of once per week based on the following formula: $0.21(\text{proposed sanitation fee}) \times 3 (\text{yard bin size}) \times 1 (\text{frequency}) \times 4.33 (\text{weeks in the month}) = \$2.73.$

The rate component of \$0.21 per cubic yard is projected to produce \$41,550 annually based on the following projections: $197,860 (\text{annual yardage collected}) \times .21 (\text{proposed sanitation fee}) = \$41,550.$

If proposed Resolution No. 13-3008 is adopted, the Recycling and Sanitation Fees would become components of the commercial refuse rates and billed monthly to customers.

Proposed Extra Refuse Service Fees

The proposed Extra Refuse Service Fees cover a series of elective services that commercial customers may elect to use. These extra services are provided by Burrtec for an additional cost. The proposed Extra Service Fees would cover the following elective services:

- Extra Bin Pickup
- Locking Containers
- Steam Cleaning
- Bulky Item Trip
- Bulky Item Pickup
- Relocation Fee of Roll-Off Containers Rental Fee
- Rental Fee

It should be noted that these proposed fees would only be charged to commercial accounts that elect to use these one-time services and would not affect commercial customers who do not elect to use these extra services.

Proposed Reclassification of Multifamily Residential From Residential Refuse Service to Commercial Refuse Service

As part of the proposed rate adjustment and new proposed rate components, City staff, in concurrence with Burrtec, is proposing the reclassification of Multifamily Residential from residential refuse service to commercial refuse service.

Currently, Burrtec offers two separate refuse rates for multifamily units: Multifamily Bin with Recycling and Multifamily Residential. Multifamily Bin with Recycling is currently classified under commercial refuse service and Multifamily Residential is currently classified under residential refuse service.

Multifamily Bin with Recycling

Multifamily Bin with Recycling is offered for multifamily units that provide private enclosures for refuse bins. These bins are enclosed and used only by designated customers within a multifamily complex, such as in senior retirement complexes. The customers using Multifamily Bin with Recycling are able to determine the frequency of refuse service based on their individual needs. The Multifamily Bin with Recycling is currently classified as commercial refuse because customers are able to choose the frequency of refuse service and typically receive refuse services more than once a week—much like traditional commercial refuse accounts.

Multifamily Residential

Multifamily Residential is offered for multifamily units that do not provide private enclosures for refuse bins. Under Multifamily Residential, bins are not enclosed and can be used by any customer in the multifamily complex being served. Typically, Multifamily Residential service is provided to apartment complexes that have alleys where refuse is collected and by those apartment complexes that do not provide unit-designated refuse bins. The customers using Multifamily Residential are provided unlimited refuse service instead of the option to determine the frequency of refuse service.

While Burrtec initially offered the ability for Multifamily Residential accounts to determine the frequency of refuse service based on their individual needs, Burrtec quickly ran into the following issues:

- Customers deliberately chose the least costly refuse service available, resulting in inappropriate levels of refuse collection
- Customers dumped their refuse into the bins of other customers, because their refuse service was not appropriate for the amount of refuse generated
- Customers were not able to dispose of their refuse in their designated bins, because their bins would be full of the refuse of other customers
- Unsanitary conditions around refuse bins, given the overflow of refuse between collection days

Given the frequency of service for Multifamily Residential, City staff, in concurrence with Burrtec, recommends that Multifamily Residential should be classified under commercial refuse service instead of residential refuse service. The amount of refuse produced and the frequency of which collection is needed more closely resembles that of commercial accounts—more specifically, Multifamily Bin with Recycling. While residential refuse accounts receive refuse service once every week, Multifamily Residential receives unlimited refuse service.

Proposition 218 Rate Caps on Multifamily Residential

The reclassification of Multifamily Residential from residential refuse service to commercial refuse service would allow Burrtec to properly address the needs of Multifamily Residential accounts without being restricted by Proposition 218 rate caps and requirements.

Currently, Proposition 218 rate caps limit Multifamily Residential rates and components. This significantly limits the ability of Burrtec and the City to charge rates and fee components that would allow for certain programs to be in place to better serve Multifamily Residential accounts. An example of this is the General Sanitation Fee that is part of the Multifamily Residential rate component. This rate component was adopted in July 2011 pursuant to Resolution No. 11-2908 in an effort to help reimburse the City for the cost of providing general community maintenance throughout the City—multifamily complexes, in particular.

Multifamily complexes often face numerous issues that do not affect typical single family residential areas. These issues tend to be those of community maintenance including graffiti abatement, alleyway maintenance, illegal dumping, property cleanup, sanitation services, and removal of abandoned bulky items. Multifamily complexes tend to increase and exacerbate the community maintenance issues the City faces, given the concentration of residents in a particular area.

The rate component for the General Sanitation Fee for Multifamily Residential is currently limited by Proposition 218 rate caps and, as such, \$2.82 per month is the current rate charged. The figure of \$2.82 was adopted because it represented the amount allowed under the Maximum Monthly Residential Refuse Rate Caps—it does not represent the actual cost to provide general sanitation services.

If proposed Resolution No. 13-3008 is adopted, Multifamily Residential would be reclassified as commercial refuse and would henceforth be known as Multifamily Commercial. This change would allow Burrtec and the City the ability to charge fees and rates proportional to the needs of multifamily units regardless of rate caps set by Proposition 218.

Proposed Rate Adjustment for Multifamily Residential

As part of the proposed reclassification of Multifamily Residential from residential refuse service to commercial refuse service and the change in name to Multifamily Commercial, Burrtec is proposing a corresponding rate adjustment to the proposed Multifamily Commercial rate.

As proposed, Multifamily Commercial rates would increase from the current rate of \$25.36 to \$32.94, an increase of \$7.58. Large item collection would also see a proposed increase from \$2,400.00 to \$3,250.00, an increase of \$850.00

Table 1, on the following page, identifies cost components of Montclair's Total Monthly Multifamily Commercial Refuse Rate including current and proposed rates.

Table 1

**Total Monthly Multifamily Commercial Refuse Rate Components
Current and Proposed Multifamily Commercial Refuse Rates**

<i>Fee Components</i>	<i>Current</i>	<i>Proposed</i>
Multifamily		
Refuse Service Rate	\$10.32	\$17.28
Recycling/Greenwaste	3.19	
Refuse Landfill/Transfer Rate	3.69	8.43
MRF Fees	0.09	
Greenwaste Disposal	0.81	
Total Cost of Services-Paid to Burrtec	\$18.10	\$25.71
General Sanitation Fee	2.82	\$2.82
Administrative Fee	3.99	3.99
Household Hazardous Waste Fee	0.42	0.42
Total Monthly Cost to Provide Refuse Collection	\$25.36	\$32.94
Total Monthly Unit Rate	\$25.36	\$32.94
Miscellaneous		
Large Item Collection:	\$2,400.00	\$3,250.00

Commercial Refuse Rate Adjustment and Comparison

A commercial refuse rate survey of neighboring cities to compare commercial refuse service levels and fee structures was conducted to better comprehend what other cities in the area charge for commercial refuse rates. After the survey was conducted, it became apparent that a number of significant limitations would affect the validity and reliability of the comparison. Direct comparison of commercial refuse service levels and fee structures across the surveyed cities were not uniform due to wide differences in fee structures, rate components, service levels, fee definitions, and year of refuse adjustment.

While the commercial refuse rate comparison established a sense of position within the range of commercial refuse rates among neighboring cities, it did not establish a clear comparison of cost components within the surveyed cities. As such, the Commercial Rate Comparison attached as Exhibit A includes only the service and disposal/processing components, since these two components are the only direct comparisons available.

It should be noted that comparative surveys do not usually offer clarity as to the cost of providing commercial refuse rates; rather, such comparisons provide a simple tool for showing existing commercial refuse rate ranges for comparable types of services. The following are true when conducting commercial refuse rate comparisons:

- ✓ Many cities have not updated their commercial refuse agreements in several years; therefore, cities that have recently updated agreements will typically have higher commercial refuse rates in comparison to other cities that have not recently adjusted their commercial refuse rates. As a result, some cities may have rates that may seem substantially high in comparison to cities that have rates that would be considered substantially low.

Of the cities surveyed, the cities of Highland, Rialto, and Yucaipa were the only ones to have undergone a recent rate adjustment. The cities of Rancho Cucamonga and Upland are currently beginning the process of adjusting their refuse rates. The City of Grand Terrace has not sought rate adjustments in several years and has not incorporated any rate components apart from franchise fees.

- ✓ Cities do not typically publish or identify commercial refuse rate components. Instead, they simply state the total fee for commercial and residential refuse rates. As such, it is difficult to identify what the rate components are for commercial and residential refuse rates. Some cities may have rate components such as pavement impact fees, sanitation fees, and other such fees that other cities do not. Typically, all cities do have franchise fee rate components; however, most do not identify their Franchise Fee rates.

An example of this is the City of Rancho Cucamonga, which does not have a Sanitation Fee or Pavement Impact Fee included in their rate component.

- ✓ Services included in various commercial refuse rates are typically structured differently in each city, thereby making direct comparisons unreliable. For example, some cities may charge a general sanitation fee that covers graffiti abatement, street cleaning, etc., while other cities may charge a sanitation fee that only covers bulky item pick-up. As such, it is difficult to compare services provided by refuse haulers.

An example of this is the City of Upland, which charges high administrative fees to customers to compensate for the fact that their refuse service rates are not tied to a CPI adjustment. The City of Upland contracts out their refuse administrative services to Burrtec.

Proposed Commercial Rate Adjustments

The following tables compare current and proposed commercial rates for Solid waste, Recycling, and Greenwaste services. The tables also include the proposed Recycling and Sanitation Fee components.

It should be noted that the Franchise Fee was increased from 4 percent to 10 percent pursuant to Agreement No. 13-71 and the Pavement Impact Fee of 3.5 percent was adopted pursuant to Agreement No. 13-71. As such, the Pavement Impact Fee is not reflected in the 2008 Commercial Refuse Rate Component.

Table 2

Current and Proposed Multifamily Commercial Bin Rates - 1.5-Yard Bin Size

Bin Size	Frequency	Current			
		Service 3.50%	Disposal \$39.50	Franchise Fee 4%	Total
1.5	1	\$65.12	\$12.84	\$2.71	\$80.67
1.5	2	\$118.66	\$25.68	\$4.94	\$149.28
1.5	3	\$172.20	\$38.52	\$7.17	\$217.89
Residential					
1.5	1	\$56.02	\$12.84	\$2.33	\$71.90

Bin Size	Frequency	Proposed						Total
		Service 0.00%	Recycling \$1.29	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	
1.5	1	\$65.12	\$8.37	\$19.23	\$6.51	\$1.37	\$2.28	\$102.88
1.5	2	\$118.66	\$16.75	\$38.04	\$11.87	\$2.73	\$4.15	\$192.20
1.5	3	\$172.20	\$25.12	\$57.27	\$17.22	\$4.10	\$6.03	\$281.94
Residential								
1.5	1	\$56.02	\$8.37	\$19.23	\$5.60	\$1.37	\$1.96	\$92.55

Table 3

Current and Proposed Multifamily Commercial Bin Rates - 2-Yard Bin Size

Bin Size	Frequency	Current			
		Service 3.50%	Disposal \$39.50	Franchise Fee 4%	Total
2	1	\$70.36	\$17.12	\$2.93	\$90.41
2	2	\$123.90	\$34.24	\$5.16	\$163.30
2	3	\$177.45	\$51.36	\$7.39	\$236.20

Bin Size	Frequency	Proposed						Total
		Service 0.00%	Recycling \$1.29	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	
2	1	\$70.36	\$11.16	\$25.50	\$8.15	\$1.82	\$2.85	\$119.84
2	2	\$123.90	\$22.33	\$50.58	\$12.39	\$3.64	\$4.34	\$217.18
2	3	\$177.45	\$33.49	\$76.08	\$17.75	\$5.46	\$6.21	\$316.44

Table 4

Current and Proposed Multifamily Commercial Bin Rates – 3-Yard Bin Size

<i>Bin Size</i>	<i>Frequency</i>	<i>Current</i>			
		<i>Service 3.50%</i>	<i>Disposal \$39.50</i>	<i>Franchise Fee 4%</i>	<i>Total</i>
3	1	\$96.44	\$25.68	\$4.02	\$126.14
3	2	\$149.98	\$51.36	\$6.25	\$207.59
3	3	\$203.53	\$77.40	\$8.48	\$289.05
3	4	\$257.07	\$102.72	\$10.71	\$370.50
3	5	\$310.61	\$128.40	\$12.94	\$451.95
3	6	\$364.16	\$154.08	\$15.17	\$533.41

<i>Bin Size</i>	<i>Frequency</i>	<i>Proposed</i>						<i>Total</i>
		<i>Service 0.00%</i>	<i>Recycling \$1.29</i>	<i>Disposal \$41.80</i>	<i>Franchise Fee 10%</i>	<i>Sanitation Fee \$0.21</i>	<i>Impact Fee 3.5%</i>	
3	1	\$96.44	\$16.75	\$38.04	\$11.32	\$2.73	\$3.96	\$169.24
3	2	\$149.98	\$33.49	\$76.08	\$15.00	\$5.46	\$5.25	\$285.26
3	3	\$203.53	\$50.24	\$114.11	\$20.35	\$8.19	\$7.12	\$403.26
3	4	\$257.07	\$66.98	\$152.15	\$25.71	\$10.92	\$9.00	\$521.83
3	5	\$310.61	\$83.73	\$190.19	\$31.06	\$13.65	\$10.87	\$640.11
3	6	\$364.16	\$100.47	\$228.23	\$36.42	\$16.38	\$12.75	\$758.41

Table 5

Current and Proposed Commercial Bin Rates – 1.5-Yard Bin Size

<i>Bin Size</i>	<i>Frequency</i>	<i>Current</i>			
		<i>Service 3.5%</i>	<i>Disposal \$39.50</i>	<i>Franchise Fee 4%</i>	<i>Total</i>
1.5	1	\$65.12	\$12.84	\$2.71	\$80.67
1.5	2	\$118.66	\$25.68	\$4.94	\$149.28
1.5	3	\$172.20	\$38.52	\$7.17	\$217.89
		<i>Residential</i>			
1.5	1	\$56.02	\$12.84	\$2.33	\$71.19

Table 5 (continued)

<i>Bin Size</i>	<i>Frequency</i>	<i>Proposed</i>					
		<i>Service 0.00%</i>	<i>Disposal \$41.80</i>	<i>Franchise Fee 10%</i>	<i>Sanitation Fee \$0.21</i>	<i>Impact Fee 3.5%</i>	<i>Total</i>
1.5	1	\$65.12	\$15.47	\$6.51	\$1.37	\$2.28	\$90.75
1.5	2	\$118.66	\$31.35	\$11.87	\$2.73	\$4.15	\$168.76
1.5	3	\$172.20	\$46.82	\$17.22	\$4.10	\$6.03	\$246.37
<i>Residential</i>							
1.5	1	\$56.02	\$13.59	\$5.60	\$1.37	\$1.96	\$80.42

Table 6

Current and Proposed Commercial Bin Rates – 2-Yard Bin Size

<i>Bin Size</i>	<i>Frequency</i>	<i>Current</i>			
		<i>Service 3.5%</i>	<i>Disposal \$39.50</i>	<i>Franchise Fee 4%</i>	<i>Total</i>
2	1	\$70.36	\$17.12	\$2.93	\$90.41
2	2	\$123.90	\$34.24	\$5.16	\$163.30
2	3	\$177.45	\$51.36	\$7.39	\$236.20

<i>Bin Size</i>	<i>Frequency</i>	<i>Proposed</i>					
		<i>Service 0.00%</i>	<i>Disposal \$41.80</i>	<i>Franchise Fee 10%</i>	<i>Sanitation Fee \$0.21</i>	<i>Impact Fee 3.5%</i>	<i>Total</i>
2	1	\$70.36	\$20.90	\$7.04	\$1.82	\$2.46	\$102.58
2	2	\$123.90	\$41.80	\$12.39	\$3.64	\$4.34	\$186.07
2	3	\$177.45	\$62.70	\$17.75	\$5.46	\$6.21	\$269.57

Table 7

Current and Proposed Commercial Bin Rates - 3-Yard Bin Size

Bin Size	Frequency	Current			
		Service 3.5%	Disposal \$39.50	Franchise Fee 4%	Total
3	1	\$96.44	\$25.68	\$4.02	\$126.14
3	2	\$149.98	\$51.36	\$6.25	\$207.59
3	3	\$203.53	\$77.04	\$8.48	\$289.05
3	4	\$257.07	\$102.72	\$10.71	\$370.50
3	5	\$310.61	\$128.40	\$12.94	\$451.95
3	6	\$364.16	\$154.08	\$15.17	\$533.41

Bin Size	Frequency	Proposed					Total
		Service 0.00%	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	
3	1	\$96.44	\$31.35	\$9.64	\$2.73	\$3.38	\$143.54
3	2	\$149.98	\$62.70	\$15.00	\$5.46	\$5.25	\$238.39
3	3	\$203.53	\$93.63	\$20.35	\$8.19	\$7.12	\$332.82
3	4	\$257.07	\$124.98	\$25.71	\$10.92	\$9.00	\$427.68
3	5	\$310.61	\$156.33	\$31.06	\$13.65	\$10.87	\$522.52
3	6	\$364.16	\$187.68	\$36.42	\$16.38	\$12.75	\$617.39

Table 8

Current and Proposed Commercial Bin Rates with Recycling - 1.5-Yard Bin Size

Bin Size	Frequency	Current			
		Service 3.5%	Disposal \$39.50	Franchise Fee 4%	Total
1.5	1	\$65.12	\$12.84	\$2.71	\$80.67
1.5	2	\$118.66	\$25.68	\$4.94	\$149.28
1.5	3	\$172.20	\$38.52	\$7.17	\$217.89
Residential					
1.5	1	\$56.02	\$12.84	\$2.33	\$71.19

Table 8 (continued)

<i>Bin Size</i>	<i>Frequency</i>	<i>Proposed</i>						<i>Total</i>
		<i>Service 0.00%</i>	<i>Recycling \$1.29</i>	<i>Disposal \$41.80</i>	<i>Franchise Fee 10%</i>	<i>Sanitation Fee \$0.21</i>	<i>Impact Fee 3.5%</i>	
1.5	1	\$65.12	\$8.37	\$15.47	\$6.51	\$1.37	\$2.28	\$99.12
1.5	2	\$118.66	\$16.75	\$31.35	\$11.87	\$2.73	\$4.15	\$184.34
1.5	3	\$172.20	\$25.12	\$46.82	\$17.22	\$4.10	\$6.03	\$271.49
<i>Residential</i>								
1.5	1	\$56.02	\$8.37	\$13.59	\$5.60	\$1.37	\$1.96	\$88.79

Table 9

Current and Proposed Commercial Bin Rates with Recycling – 2-Yard Bin Size

<i>Bin Size</i>	<i>Frequency</i>	<i>Current</i>			
		<i>Service 3.5%</i>	<i>Disposal \$39.50</i>	<i>Franchise Fee 4%</i>	<i>Total</i>
2	1	\$70.36	\$17.12	\$2.93	\$90.41
2	2	\$123.90	\$34.24	\$5.16	\$163.30
2	3	\$177.45	\$51.36	\$7.39	\$236.20

<i>Bin Size</i>	<i>Frequency</i>	<i>Proposed</i>						<i>Total</i>
		<i>Service 0.00%</i>	<i>Recycling \$1.29</i>	<i>Disposal \$41.80</i>	<i>Franchise Fee 10%</i>	<i>Sanitation Fee \$0.21</i>	<i>Impact Fee 3.5%</i>	
2	1	\$70.36	\$11.16	\$20.90	\$7.04	\$1.82	\$2.46	\$115.24
2	2	\$123.90	\$22.33	\$41.80	\$12.39	\$3.64	\$4.34	\$208.40
2	3	\$177.45	\$33.49	\$62.70	\$17.75	\$5.46	\$6.21	\$303.06

Table 10

Commercial Bin Rates with Recycling - 3-Yard Bin Size

<i>Bin Size</i>	<i>Frequency</i>	<i>Current</i>			
		<i>Service 3.5%</i>	<i>Disposal \$39.50</i>	<i>Franchise Fee 4%</i>	<i>Total</i>
3	1	\$96.44	\$25.68	\$4.02	\$126.14
3	2	\$149.98	\$51.36	\$6.25	\$207.59
3	3	\$203.53	\$77.04	\$8.48	\$289.05
3	4	\$257.07	\$102.72	\$10.71	\$370.50
3	5	\$310.61	\$128.40	\$12.94	\$451.95
3	6	\$364.16	\$154.08	\$15.17	\$533.41

<i>Bin Size</i>	<i>Frequency</i>	<i>Proposed</i>						<i>Total</i>
		<i>Service 0.00%</i>	<i>Recycling \$1.29</i>	<i>Disposal \$41.80</i>	<i>Franchise Fee 10%</i>	<i>Sanitation Fee \$0.21</i>	<i>Impact Fee 3.5%</i>	
3	1	\$96.44	\$16.75	\$31.35	\$9.64	\$2.73	\$3.38	\$162.55
3	2	\$149.98	\$33.49	\$62.70	\$15.00	\$5.46	\$5.25	\$271.88
3	3	\$203.53	\$50.24	\$93.63	\$20.35	\$8.19	\$7.12	\$383.06
3	4	\$257.07	\$66.98	\$124.98	\$25.71	\$10.92	\$9.00	\$494.66
3	5	\$310.61	\$83.73	\$156.33	\$31.06	\$13.65	\$10.87	\$606.25
3	6	\$364.16	\$100.47	\$187.68	\$36.42	\$16.38	\$12.75	\$717.86

Table 11

Current and Proposed Commercial Greenwaste Rates - 3-Yard Bin Size

<i>Bin Size</i>	<i>Frequency</i>	<i>Current</i>		
		<i>Service 3.5%</i>	<i>Disposal \$28.00</i>	<i>Total</i>
3	1	\$100.46	\$36.40	\$126.14
3	2	\$156.23	\$72.80	\$207.59
3	3	\$212.01	\$109.20	\$289.05
3	4	\$267.78	\$145.60	\$370.50
3	5	\$323.55	\$182.00	\$451.95
3	6	\$379.33	\$218.40	\$533.41

Table 11 (continued)

Bin Size	Frequency	Proposed				
		Service 0.00%	Disposal \$35.61	Franchise Fee 10%	Impact Fee 3.5%	Total
3	1	\$95.42	\$46.29	\$9.54	\$3.34	\$154.59
3	2	\$147.93	\$92.58	\$14.79	\$5.18	\$260.48
3	3	\$200.45	\$138.87	\$20.05	\$7.02	\$366.39
3	4	\$252.96	\$185.16	\$25.30	\$8.85	\$472.27
3	5	\$305.47	\$231.45	\$30.55	\$10.69	\$578.16
3	6	\$357.99	\$277.74	\$35.80	\$12.53	\$684.06

Table 12

Current and Proposed Commercial Compacted Rates - 3- and 4-Yard Bin Size

Bin Size	Frequency	Current			
		Service 3.10%	Disposal \$39.50	Franchise Fee 4%	Total
3	1	\$96.44	\$77.03	\$4.02	\$177.49
3	2	\$149.98	\$154.06	\$6.25	\$310.29
3	3	\$203.53	\$231.09	\$8.48	\$443.10
3	4	\$257.06	\$308.12	\$10.71	\$575.90
3	5	\$310.61	\$385.15	\$12.94	\$708.70
3	6	\$364.15	\$462.18	\$15.17	\$841.51
4-Yard Bin					
4	3	\$268.35	\$308.12	\$11.18	\$587.65

Bin Size	Frequency	Proposed					
		Service 0.00%	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	Total
3	1	\$96.44	\$93.63	\$9.64	\$2.73	\$3.38	\$205.82
3	2	\$149.98	\$187.26	\$15.00	\$5.46	\$5.25	\$362.95
3	3	\$203.53	\$280.89	\$20.35	\$8.19	\$7.12	\$520.08
3	4	\$257.06	\$374.52	\$25.71	\$10.92	\$9.00	\$677.21
3	5	\$310.61	\$468.15	\$31.06	\$13.65	\$10.87	\$834.34
3	6	\$364.15	\$561.78	\$36.42	\$16.38	\$12.75	\$991.48
4-Yard Bin							
4	3	\$268.35	\$374.52	\$26.84	\$10.92	\$9.39	\$690.02

Table 13

**Current and Proposed Commercial Compacted Bin Rates with Recycling –
3- and 4-Yard Bin Size**

Bin Size	Frequency	Current			
		Service 3.10%	Disposal \$39.50	Franchise Fee 4%	Total
3	1	\$96.44	\$77.03	\$4.02	\$177.49
3	2	\$149.98	\$154.06	\$6.25	\$310.29
3	3	\$203.53	\$231.09	\$8.48	\$443.10
3	4	\$257.06	\$308.12	\$10.71	\$575.90
3	5	\$310.61	\$385.15	\$12.94	\$708.70
3	6	\$364.15	\$462.18	\$15.17	\$841.51
<i>4-Yard Bin</i>					
4	3	\$268.35	\$308.12	\$11.18	\$587.65

Bin Size	Frequency	Proposed						Total
		Service 0.00%	Recycling \$1.29	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	
3	1	\$96.44	\$16.75	\$93.63	\$9.64	\$2.73	\$3.38	\$222.57
3	2	\$149.98	\$33.49	\$187.26	\$15.00	\$5.46	\$5.25	\$396.44
3	3	\$203.53	\$50.24	\$280.89	\$20.35	\$8.19	\$7.12	\$570.32
3	4	\$257.06	\$66.98	\$374.52	\$25.71	\$10.92	\$9.00	\$744.19
3	5	\$310.61	\$83.73	\$468.15	\$31.06	\$13.65	\$10.87	\$918.07
3	6	\$364.15	\$100.47	\$561.78	\$36.42	\$16.38	\$12.75	\$1,091.95
<i>4-Yard Bin</i>								
4	3	\$268.35	\$66.98	\$374.52	\$26.84	\$10.92	\$9.39	\$757.00

Table 14

Current and Proposed Commercial Temporary Bin Rates - 3-Yard Bin Size

Bin Size	Frequency	Current			
		Service 3.10%	Disposal \$39.50	Franchise Fee 4%	Total
3	7	\$60.06	\$17.78	\$2.50	\$80.35

Bin Size	Frequency	Proposed					Total
		Service 0.00%	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	
3	7	\$60.06	\$18.81	\$6.01	\$2.73	\$2.10	\$89.71

Table 15

Current and Proposed Commercial Roll-Off Rates

Bin Size	Max Tons	Current			
		Service 3.5%	Disposal \$39.50	Franchise Fee 4%	Total
<i>Permanent</i>					
40	6	\$136.25	\$237.00	\$5.68	\$378.93
25	8	\$136.25	\$316.00	\$5.68	\$457.93
10	8	\$136.25	\$316.00	\$5.68	\$457.93
40 Comp	8	\$136.25	\$316.00	\$5.68	\$457.93

Bin Size	Max Tons	Proposed				
		Service 3.60%	Disposal \$41.80	Franchise Fee 10%	Impact Fee 3.5%	Total
<i>Permanent</i>						
40	6	\$141.16	\$250.80	\$14.12	\$4.94	\$411.02
25	8	\$141.16	\$334.40	\$14.12	\$4.94	\$494.62
10	8	\$141.16	\$334.40	\$14.12	\$4.94	\$494.62
40 Comp	8	\$141.16	\$334.40	\$14.12	\$4.94	\$494.62

Table 15 (continued)

Bin Size	Max Tons	Current			
		Service 3.5%	Disposal \$39.50	Franchise Fee 4%	Total
<i>Temporary</i>					
40	6	\$154.97	\$237.00	\$6.46	\$398.43
25	8	\$161.21	\$316.00	\$6.72	\$483.93
10	8	\$161.21	\$316.00	\$6.72	\$483.93
40 Comp	8	\$161.21	\$316.00	\$6.72	\$483.93

Bin Size	Max Tons	Proposed				
		Service 3.6%	Disposal \$41.80	Franchise Fee 10%	Impact Fee 3.5%	Total
<i>Temporary</i>						
40	6	\$160.55	\$250.80	\$16.06	\$5.62	\$433.03
25	8	\$167.02	\$334.40	\$16.70	\$5.85	\$523.97
10	8	\$167.01	\$334.40	\$16.70	\$5.85	\$523.96
40 Comp	8	\$167.01	\$334.40	\$16.70	\$5.85	\$523.96

Bin Size	Max Tons	Current			
		Service 3.5%	Disposal \$39.50	Franchise Fee 4%	Total
<i>Recycling</i>					
40	6	\$136.25	Actual	\$5.68	\$141.93
25	8	\$136.25	Actual	\$5.68	\$141.93
10	8	\$136.25	Actual	\$5.68	\$141.93
40 Comp	8	\$136.25	Actual	\$5.68	\$141.93

Bin Size	Max Tons	Proposed				
		Service 3.6%	Disposal \$41.80	Franchise Fee 10%	Impact Fee 3.5%	Total
<i>Recycling</i>						
40	6	\$141.16	Actual	\$14.12	\$4.94	\$160.22
25	8	\$141.16	Actual	\$14.12	\$4.94	\$160.22
10	8	\$141.16	Actual	\$14.12	\$4.94	\$160.22
40 Comp	8	\$141.16	Actual	\$14.12	\$4.94	\$160.22

Table 16

Proposed Commercial/Residential Extra Service Rates

<i>Extra Service</i>	<i>Proposed</i>	
	<i>Service</i>	<i>Total</i>
Extra Pickup	\$41.12	\$41.12
Locking Container	\$6.24	\$6.24
Steam Cleaning (Compactors)	\$85.13	\$85.13
Bulky Item Trip Fee	\$39.73	\$39.73
Bulky Item Fee (each Item)	\$11.35	\$11.35
Relocation Fee (Roll-Off)	\$85.13	\$85.13
Rental Fee (Per Day)	\$22.89	\$22.89

FISCAL IMPACT: The cost to publish a Notice of Public Hearing related to proposed Resolution No. 13-3008 is not expected to exceed \$400.

RECOMMENDATION: Staff recommends the City Council set a public hearing for October 7, 2013 at 7:00 p.m. in the City Council Chambers to consider adoption of Resolution No. 13-3008 amending the fee schedule for the collection and disposal of commercial refuse.

Exhibit A
Commercial Refuse Rate Comparison

Ranked By Total Vendor Charge

<i>Jurisdictions</i>	<i>Service</i>	<i>Disposal/ Processing</i>	<i>Total Vendor</i>	<i>City Fees</i>	<i>Total Rate</i>
Upland	\$55.24	\$29.81	\$85.05	\$29.78	\$114.83
Grand Terrace	\$70.00	\$26.40	\$96.40	\$21.13	\$117.53
Rialto	\$81.50	\$29.09	\$110.59	\$29.12	\$139.71
Montclair	\$96.44	\$25.68	\$122.12	\$4.02	\$126.14
Rancho Cucamonga	\$93.86	\$31.25	\$125.11	\$22.27	\$147.38
Highland	\$99.78	\$26.40	\$126.18	\$29.62	\$155.80
Fontana	\$99.17	\$30.72	\$129.89	\$17.24	\$147.13
Montclair (Proposed)	\$113.19	\$38.01	\$151.23	\$18.01	\$169.24
Yucaipa	\$123.50	\$35.75	\$159.25	\$8.96	\$168.21

Since the cities surveyed vary in the services included in the city fee portion this is a direct comparison of cost applicable to refuse collection and disposal.

Ranked By Total Rate

<i>Jurisdictions</i>	<i>Service</i>	<i>Disposal/ Processing</i>	<i>Total Vendor</i>	<i>City Fees</i>	<i>Total Rate</i>
Upland	\$55.24	\$29.81	\$85.05	\$29.78	\$114.83
Grand Terrace	\$70.00	\$26.40	\$96.40	\$21.13	\$117.53
Montclair	\$96.44	\$25.68	\$122.12	\$4.02	\$126.14
Rialto	\$81.50	\$29.09	\$110.59	\$29.12	\$139.71
Fontana	\$99.17	\$30.72	\$129.89	\$17.24	\$147.13
Rancho Cucamonga	\$93.86	\$31.25	\$125.11	\$22.27	\$147.38
Highland	\$99.78	\$26.40	\$126.18	\$29.62	\$155.80
Yucaipa	\$123.50	\$35.75	\$159.25	\$8.96	\$168.21
Montclair (Proposed)	\$113.19	\$38.01	\$151.23	\$18.01	\$169.24

RESOLUTION NO. 13-3008

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

WHEREAS, Section 6.16.050 of the Montclair Municipal Code and Agreement No. 13-71 between the City of Montclair and Burrtec Waste Industries, Inc. (Burrtec) provide for annual adjustments of rates related to the collection and disposal of commercial refuse, not to exceed the *All Cities Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County area, All-Items Indexes, All Urban Consumers, for the year ending In January*, and

WHEREAS, the Montclair City Council last approved a commercial refuse service rate adjustment on July 18, 2008 with a retroactive date of July 1, 2008; and

WHEREAS, pursuant to the terms of Agreement No. 13-71, Burrtec is technically eligible for an increase of 11.5 percent—the cumulative CPI for January 2008 (3.9 percent), January 2009 (-0.1 percent), January 2010 (1.8 percent), January 2011 (1.8 percent), January 2012 (2.1 percent), and January 2013 (2.0); and

WHEREAS, Burrtec is requesting a commercial refuse service rate adjustment of only 3.6 percent for Roll-Off Rate commercial refuse, effective August 2013; and

WHEREAS, the Montclair City Council has examined the rate schedule and determined that the commercial refuse service rates hereinafter enumerated are fair, reasonable, and necessary and that such rates bear a reasonable relationship between cost and benefits.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby set forth schedules of service rates for the collection and disposal of commercial refuse effective December 1, 2013, as follows:

Table 1
Total Monthly Multifamily Commercial Refuse Rate Components
Current and Proposed Multifamily Commercial Refuse Rates

<i>Fee Components</i>	<i>Current</i>	<i>Proposed</i>
Multifamily		
Refuse Service Rate	\$10.32	\$17.28
Recycling/Greenwaste	3.19	
Refuse Landfill/Transfer Rate	3.69	8.43
MRF Fees	0.09	
Greenwaste Disposal	0.81	
Total Cost of Services—Paid to Burrtec	\$18.10	\$25.71

Table 1 (continued)

General Sanitation Fee	\$2.82	\$2.82
Administrative Fee	\$3.99	\$3.99
Household Hazardous Waste Fee	\$0.42	\$0.42
Total Monthly Cost to Provide Refuse Collection	\$25.36	\$32.94
Total Monthly Unit Rate	\$25.36	\$32.94
Miscellaneous		
Large Item Collection:	\$2,400.00	\$3,250.00

Table 2

Current and Proposed Multifamily Commercial Bin Rates - 1.5-Yard Bin Size

<i>Bin Size</i>	<i>Frequency</i>	<i>Current</i>			
		<i>Service 3.5%</i>	<i>Disposal \$39.50</i>	<i>Franchise Fee 4%</i>	<i>Total</i>
1.5	1	\$65.12	\$12.84	\$2.71	\$80.67
1.5	2	\$118.66	\$25.68	\$4.94	\$149.28
1.5	3	\$172.20	\$38.52	\$7.17	\$217.89
<i>Residential</i>					
1.5	1	\$56.02	\$12.84	\$2.33	\$71.90

<i>Bin Size</i>	<i>Frequency</i>	<i>Proposed</i>						<i>Total</i>
		<i>Service 0.00%</i>	<i>Recycling \$1.29</i>	<i>Disposal \$41.80</i>	<i>Franchise Fee 1.0%</i>	<i>Sanitation Fee \$0.21</i>	<i>Impact Fee 3.5%</i>	
1.5	1	\$65.12	\$8.37	\$19.23	\$6.51	\$1.37	\$2.28	\$102.88
1.5	2	\$118.66	\$16.75	\$38.04	\$11.87	\$2.73	\$4.15	\$192.20
1.5	3	\$172.20	\$25.12	\$57.27	\$17.22	\$4.10	\$6.03	\$281.94
<i>Residential</i>								
1.5	1	\$56.02	\$8.37	\$19.23	\$5.60	\$1.37	\$1.96	\$92.55

Table 3

Current and Proposed Multifamily Commercial Bin Rates - 2-Yard Bin Size

<i>Bin Size</i>	<i>Frequency</i>	<i>Current</i>			
		<i>Service 3.5%</i>	<i>Disposal \$39.50</i>	<i>Franchise Fee 4%</i>	<i>Total</i>
2	1	\$70.36	\$17.12	\$2.93	\$90.41
2	2	\$123.90	\$34.24	\$5.16	\$163.30
2	3	\$177.45	\$51.36	\$7.39	\$236.20

<i>Bin Size</i>	<i>Frequency</i>	<i>Proposed</i>						<i>Total</i>
		<i>Service 0.00%</i>	<i>Recycling \$1.29</i>	<i>Disposal \$41.80</i>	<i>Franchise Fee 10%</i>	<i>Sanitation Fee \$0.21</i>	<i>Impact Fee 3.5%</i>	
2	1	\$70.36	\$11.16	\$25.50	\$8.15	\$1.82	\$2.85	\$119.84
2	2	\$123.90	\$22.33	\$50.58	\$12.39	\$3.64	\$4.34	\$217.18
2	3	\$177.45	\$33.49	\$76.08	\$17.75	\$5.46	\$6.21	\$316.44

Table 4

Current and Proposed Multifamily Commercial Bin Rates - 3-Yard Bin Size

<i>Bin Size</i>	<i>Frequency</i>	<i>Current</i>			
		<i>Service 3.5%</i>	<i>Disposal \$39.50</i>	<i>Franchise Fee 4%</i>	<i>Total</i>
3	1	\$96.44	\$25.68	\$4.02	\$126.14
3	2	\$149.98	\$51.36	\$6.25	\$207.59
3	3	\$203.53	\$77.40	\$8.48	\$289.05
3	4	\$257.07	\$102.72	\$10.71	\$370.50
3	5	\$310.61	\$128.40	\$12.94	\$451.95
3	6	\$364.16	\$154.08	\$15.17	\$533.41

Table 4 (continued)

Bin Size	Frequency	Proposed						Total
		Service 0.00%	Recycling \$1.29	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	
3	1	\$96.44	\$16.75	\$38.04	\$11.32	\$2.73	\$3.96	\$169.24
3	2	\$149.98	\$33.49	\$76.08	\$15.00	\$5.46	\$5.25	\$285.26
3	3	\$203.53	\$50.24	\$114.11	\$20.35	\$8.19	\$7.12	\$403.26
3	4	\$257.07	\$66.98	\$152.15	\$25.71	\$10.92	\$9.00	\$521.83
3	5	\$310.61	\$83.73	\$190.19	\$31.06	\$13.65	\$10.87	\$640.11
3	6	\$364.16	\$100.47	\$228.23	\$36.42	\$16.38	\$12.75	\$758.41

Table 5

Current and Proposed Commercial Bin Rates - 1.5-Yard Bin Size

Bin Size	Frequency	Current			
		Service 3.5%	Disposal \$39.50	Franchise Fee 4%	Total
1.5	1	\$65.12	\$12.84	\$2.71	\$80.67
1.5	2	\$118.66	\$25.68	\$4.94	\$149.28
1.5	3	\$172.20	\$38.52	\$7.17	\$217.89
		Residential			
1.5	1	\$56.02	\$12.84	\$2.33	\$71.19

Bin Size	Frequency	Proposed					Total
		Service 0.00%	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	
1.5	1	\$65.12	\$15.47	\$6.51	\$1.37	\$2.28	\$90.75
1.5	2	\$118.66	\$31.35	\$11.87	\$2.73	\$4.15	\$168.76
1.5	3	\$172.20	\$46.82	\$17.22	\$4.10	\$6.03	\$246.37
		Residential					
1.5	1	\$56.02	\$13.59	\$5.60	\$1.37	\$1.96	\$80.42

Table 6

Current and Proposed Commercial Bin Rates - 2-Yard Bin Size

<i>Bin Size</i>	<i>Frequency</i>	<i>Current</i>			
		<i>Service 3.5%</i>	<i>Disposal \$39.50</i>	<i>Franchise Fee 4%</i>	<i>Total</i>
2	1	\$70.36	\$17.12	\$2.93	\$90.41
2	2	\$123.90	\$34.24	\$5.16	\$163.30
2	3	\$177.45	\$51.36	\$7.39	\$236.20

<i>Bin Size</i>	<i>Frequency</i>	<i>Proposed</i>					<i>Total</i>
		<i>Service 0.00%</i>	<i>Disposal \$41.80</i>	<i>Franchise Fee 10%</i>	<i>Sanitation Fee \$0.21</i>	<i>Impact Fee 3.5%</i>	
2	1	\$70.36	\$20.90	\$7.04	\$1.82	\$2.46	\$102.58
2	2	\$123.90	\$41.80	\$12.39	\$3.64	\$4.34	\$186.07
2	3	\$177.45	\$62.70	\$17.75	\$5.46	\$6.21	\$269.57

Table 7

Current and Proposed Commercial Bin Rates - 3-Yard Bin Size

<i>Bin Size</i>	<i>Frequency</i>	<i>Current</i>			
		<i>Service 3.5%</i>	<i>Disposal \$39.50</i>	<i>Franchise Fee 4%</i>	<i>Total</i>
3	1	\$96.44	\$25.68	\$4.02	\$126.14
3	2	\$149.98	\$51.36	\$6.25	\$207.59
3	3	\$203.53	\$77.04	\$8.48	\$289.05
3	4	\$257.07	\$102.72	\$10.71	\$370.50
3	5	\$310.61	\$128.40	\$12.94	\$451.95
3	6	\$364.16	\$154.08	\$15.17	\$533.41

Table 7 (continued)

Bin Size	Frequency	Proposed					Total
		Service 0.00%	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	
3	1	\$96.44	\$31.35	\$9.64	\$2.73	\$3.38	\$143.54
3	2	\$149.98	\$62.70	\$15.00	\$5.46	\$5.25	\$238.39
3	3	\$203.53	\$93.63	\$20.35	\$8.19	\$7.12	\$332.82
3	4	\$257.07	\$124.98	\$25.71	\$10.92	\$9.00	\$427.68
3	5	\$310.61	\$156.33	\$31.06	\$13.65	\$10.87	\$522.52
3	6	\$364.16	\$187.68	\$36.42	\$16.38	\$12.75	\$617.39

Table 8

Current and Proposed Commercial Bin Rates with Recycling – 1.5-Yard Bin Size

Bin Size	Frequency	Current			Total
		Service 3.5%	Disposal \$39.50	Franchise Fee 4%	
1.5	1	\$65.12	\$12.84	\$2.71	\$80.67
1.5	2	\$118.66	\$25.68	\$4.94	\$149.28
1.5	3	\$172.20	\$38.52	\$7.17	\$217.89
Residential					
1.5	1	\$56.02	\$12.84	\$2.33	\$71.19

Bin Size	Frequency	Proposed						Total
		Service 0.00%	Recycling \$1.29	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	
1.5	1	\$65.12	\$8.37	\$15.47	\$6.51	\$1.37	\$2.28	\$99.12
1.5	2	\$118.66	\$16.75	\$31.35	\$11.87	\$2.73	\$4.15	\$184.34
1.5	3	\$172.20	\$25.12	\$46.82	\$17.22	\$4.10	\$6.03	\$271.49
Residential								
1.5	1	\$56.02	\$8.37	\$13.59	\$5.60	\$1.37	\$1.96	\$88.79

**Table 9
Current and Proposed Commercial Bin Rates with Recycling – 2-Yard Bin Size**

Bin Size	Frequency	Current			
		Service 3.5%	Disposal \$39.50	Franchise Fee 4%	Total
2	1	\$70.36	\$17.12	\$2.93	\$90.41
2	2	\$123.90	\$34.24	\$5.16	\$163.30
2	3	\$177.45	\$51.36	\$7.39	\$236.20

Bin Size	Frequency	Proposed						
		Service 0.00%	Recycling \$1.29	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	Total
2	1	\$70.36	\$11.16	\$20.90	\$7.04	\$1.82	\$2.46	\$115.24
2	2	\$123.90	\$22.33	\$41.80	\$12.39	\$3.64	\$4.34	\$208.40
2	3	\$177.45	\$33.49	\$62.70	\$17.75	\$5.46	\$6.21	\$303.06

**Table 10
Commercial Bin Rates with Recycling – 3-Yard Bin Size**

Bin Size	Frequency	Current			
		Service 3.5%	Disposal \$39.50	Franchise Fee 4%	Total
3	1	\$96.44	\$25.68	\$4.02	\$126.14
3	2	\$149.98	\$51.36	\$6.25	\$207.59
3	3	\$203.53	\$77.04	\$8.48	\$289.05
3	4	\$257.07	\$102.72	\$10.71	\$370.50
3	5	\$310.61	\$128.40	\$12.94	\$451.95
3	6	\$364.16	\$154.08	\$15.17	\$533.41

Bin Size	Frequency	Proposed						
		Service 0.00%	Recycling \$1.29	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	Total
3	1	\$96.44	\$16.75	\$31.35	\$9.64	\$2.73	\$3.38	\$162.55
3	2	\$149.98	\$33.49	\$62.70	\$15.00	\$5.46	\$5.25	\$271.88
3	3	\$203.53	\$50.24	\$93.63	\$20.35	\$8.19	\$7.12	\$383.06
3	4	\$257.07	\$66.98	\$124.98	\$25.71	\$10.92	\$9.00	\$494.66
3	5	\$310.61	\$83.73	\$156.33	\$31.06	\$13.65	\$10.87	\$606.25
3	6	\$364.16	\$100.47	\$187.68	\$36.42	\$16.38	\$12.75	\$717.86

Table 11
Current and Proposed Commercial Greenwaste Rates – 3-Yard Bin Size

<i>Bin Size</i>	<i>Frequency</i>	<i>Current</i>		
		<i>Service 3.5%</i>	<i>Disposal \$28.00</i>	<i>Total</i>
3	1	\$100.46	\$36.40	\$126.14
3	2	\$156.23	\$72.80	\$207.59
3	3	\$212.01	\$109.20	\$289.05
3	4	\$267.78	\$145.60	\$370.50
3	5	\$323.55	\$182.00	\$451.95
3	6	\$379.33	\$218.40	\$533.41

<i>Bin Size</i>	<i>Frequency</i>	<i>Proposed</i>				<i>Total</i>
		<i>Service 0.00%</i>	<i>Disposal \$35.61</i>	<i>Franchise Fee 10%</i>	<i>Impact Fee 3.5%</i>	
3	1	\$95.42	\$46.29	\$9.54	\$3.34	\$154.59
3	2	\$147.93	\$92.58	\$14.79	\$5.18	\$260.48
3	3	\$200.45	\$138.87	\$20.05	\$7.02	\$366.39
3	4	\$252.96	\$185.16	\$25.30	\$8.85	\$472.27
3	5	\$305.47	\$231.45	\$30.55	\$10.69	\$578.16
3	6	\$357.99	\$277.74	\$35.80	\$12.53	\$684.06

Table 12
Current and Proposed Commercial Compacted Rates – 3- and 4-Yard Bin Size

<i>Bin Size</i>	<i>Frequency</i>	<i>Current</i>			
		<i>Service 3.1%</i>	<i>Disposal \$39.50</i>	<i>Franchise Fee 4%</i>	<i>Total</i>
3	1	\$96.44	\$77.03	\$4.02	\$177.49
3	2	\$149.98	\$154.06	\$6.25	\$310.29
3	3	\$203.53	\$231.09	\$8.48	\$443.10
3	4	\$257.06	\$308.12	\$10.71	\$575.90
3	5	\$310.61	\$385.15	\$12.94	\$708.70
3	6	\$364.15	\$462.18	\$15.17	\$841.51
<i>4 Yard Bin</i>					
4	3	\$268.35	\$308.12	\$11.18	\$587.65

Table 12 (continued)

<i>Bin Size</i>	<i>Frequency</i>	<i>Proposed</i>					<i>Total</i>
		<i>Service 0.00%</i>	<i>Disposal \$41.80</i>	<i>Franchise Fee 10%</i>	<i>Sanitation Fee \$0.21</i>	<i>Impact Fee 3.5%</i>	
3	1	\$96.44	\$93.63	\$9.64	\$2.73	\$3.38	\$205.82
3	2	\$149.98	\$187.26	\$15.00	\$5.46	\$5.25	\$362.95
3	3	\$203.53	\$280.89	\$20.35	\$8.19	\$7.12	\$520.08
3	4	\$257.06	\$374.52	\$25.71	\$10.92	\$9.00	\$677.21
3	5	\$310.61	\$468.15	\$31.06	\$13.65	\$10.87	\$834.34
3	6	\$364.15	\$561.78	\$36.42	\$16.38	\$12.75	\$991.48
<i>4 Yard Bin</i>							
4	3	\$268.35	\$374.52	\$26.84	\$10.92	\$9.39	\$690.02

Table 13

Current and Proposed Commercial Compacted Bin Rates with Recycling - 3- and 4-Yard Bin Size

<i>Bin Size</i>	<i>Frequency</i>	<i>Current</i>			
		<i>Service 3.1%</i>	<i>Disposal \$39.50</i>	<i>Franchise Fee 4%</i>	<i>Total</i>
3	1	\$96.44	\$77.03	\$4.02	\$177.49
3	2	\$149.98	\$154.06	\$6.25	\$310.29
3	3	\$203.53	\$231.09	\$8.48	\$443.10
3	4	\$257.06	\$308.12	\$10.71	\$575.90
3	5	\$310.61	\$385.15	\$12.94	\$708.70
3	6	\$364.15	\$462.18	\$15.17	\$841.51
<i>4 Yard Bin</i>					
4	3	\$268.35	\$308.12	\$11.18	\$587.65

Table 13 (continued)

Bin Size	Frequency	Proposed						Total
		Service 0.00%	Recycling \$1.29	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	
3	1	\$96.44	\$16.75	\$93.63	\$9.64	\$2.73	\$3.38	\$222.57
3	2	\$149.98	\$33.49	\$187.26	\$15.00	\$5.46	\$5.25	\$396.44
3	3	\$203.53	\$50.24	\$280.89	\$20.35	\$8.19	\$7.12	\$570.32
3	4	\$257.06	\$66.98	\$374.52	\$25.71	\$10.92	\$9.00	\$744.19
3	5	\$310.61	\$83.73	\$468.15	\$31.06	\$13.65	\$10.87	\$918.07
3	6	\$364.15	\$100.47	\$561.78	\$36.42	\$16.38	\$12.75	\$1,091.95
<i>4 Yard Bin</i>								
4	3	\$268.35	\$66.98	\$374.52	\$26.84	\$10.92	\$9.39	\$757.00

Table 14

Current and Proposed Commercial Temporary Bin Rates – 3-Yard Bin Size

Bin Size	Frequency	Current			
		Service 3.10%	Disposal \$39.50	Franchise Fee 4%	Total
3	7	\$60.06	\$17.78	\$2.50	\$80.35

Bin Size	Frequency	Proposed					Total
		Service 0.00%	Disposal \$41.80	Franchise Fee 10%	Sanitation Fee \$0.21	Impact Fee 3.5%	
3	7	\$60.06	\$18.81	\$6.01	\$2.73	\$2.10	\$89.71

Table 15

Current and Proposed Commercial Roll-Off Rates

Bin Size	Max Tons	Current			
		Service 3.5%	Disposal \$39.50	Franchise Fee 4%	Total
<i>Permanent</i>					
40	6	\$136.25	\$237.00	\$5.68	\$378.93
25	8	\$136.25	\$316.00	\$5.68	\$457.93
10	8	\$136.25	\$316.00	\$5.68	\$457.93
40 Comp	8	\$136.25	\$316.00	\$5.68	\$457.93

Table 15 (continued)

Bin Size	Max Tons	Proposed				
		Service 3.6%	Disposal \$41.80	Franchise Fee 10%	Impact Fee 3.5%	Total
<i>Permanent</i>						
40	6	\$141.16	\$250.80	\$14.12	\$4.94	\$411.02
25	8	\$141.16	\$334.40	\$14.12	\$4.94	\$494.62
10	8	\$141.16	\$334.40	\$14.12	\$4.94	\$494.62
40 Comp	8	\$141.16	\$334.40	\$14.12	\$4.94	\$494.62

Bin Size	Max Tons	Current			
		Service 3.5%	Disposal \$39.50	Franchise Fee 4%	Total
<i>Temporary</i>					
40	6	\$154.97	\$237.00	\$6.46	\$398.43
25	8	\$161.21	\$316.00	\$6.72	\$483.93
10	8	\$161.21	\$316.00	\$6.72	\$483.93
40 Comp	8	\$161.21	\$316.00	\$6.72	\$483.93

Bin Size	Max Tons	Proposed				
		Service 3.6%	Disposal \$41.80	Franchise Fee 10%	Impact Fee 3.5%	Total
<i>Temporary</i>						
40	6	\$160.55	\$250.80	\$16.06	\$5.62	\$433.03
25	8	\$167.02	\$334.40	\$16.70	\$5.85	\$523.97
10	8	\$167.01	\$334.40	\$16.70	\$5.85	\$523.96
40 Comp	8	\$167.01	\$334.40	\$16.70	\$5.85	\$523.96

Table 15 (continued)

<i>Bin Size</i>	<i>Max Tons</i>	<i>Current</i>			
		<i>Service</i> 3.5%	<i>Disposal</i> \$39.50	<i>Franchise Fee</i> 4%	<i>Total</i>
<i>Recycling</i>					
40	6	\$136.25	Actual	\$5.68	\$141.93
25	8	\$136.25	Actual	\$5.68	\$141.93
10	8	\$136.25	Actual	\$5.68	\$141.93
40 Comp	8	\$136.25	Actual	\$5.68	\$141.93

<i>Bin Size</i>	<i>Max Tons</i>	<i>Proposed</i>				
		<i>Service</i> 3.6%	<i>Disposal</i> \$41.80	<i>Franchise Fee</i> 10%	<i>Impact Fee</i> 3.5%	<i>Total</i>
<i>Recycling</i>						
40	6	\$141.16	Actual	\$14.12	\$4.94	\$160.22
25	8	\$141.16	Actual	\$14.12	\$4.94	\$160.22
10	8	\$141.16	Actual	\$14.12	\$4.94	\$160.22
40 Comp	8	\$141.16	Actual	\$14.12	\$4.94	\$160.22

Table 16

Proposed Commercial/Residential Extra Service Rates

<i>Extra Service</i>	<i>Proposed</i>	
	<i>Service</i>	<i>Total</i>
Extra Pickup	\$41.12	\$41.12
Locking Container	\$6.24	\$6.24
Steam Cleaning (Compactors)	\$85.13	\$85.13
Bulky Item Trip Fee	\$39.73	\$39.73
Bulky Item Fee (each Item)	\$11.35	\$11.35
Relocation Fee (Roll-Off)	\$85.13	\$85.13
Rental Fee (per day)	\$22.89	\$22.89

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. 13-3008 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 AUTHORIZATION OF A \$7,698.20 APPROPRIATION FROM THE CONTINGENCY FUND TO REPLACE HYDRAULIC HOSES, FITTINGS, AND ADAPTERS ON HOLMATRO® RESCUE EQUIPMENT ASSIGNED TO ENGINE 151 AND MEDIC ENGINE 152

DATE: September 16, 2013
SECTION: ADMIN. REPORTS
ITEM NO.: 12
FILE I.D.: EQS215-08
DEPT.: FIRE

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing a \$7,698.20 appropriation from the Contingency Fund to replace hydraulic hoses, fittings, and adapters on Holmatro® rescue equipment assigned to Engine 151 and Medic Engine 152.

BACKGROUND: The Fire Department's Holmatro® rescue equipment, commonly known as the *Jaws of Life*, are valuable tools that aid in the extrication of trapped persons from vehicles following traffic collisions or from collapsed structures.

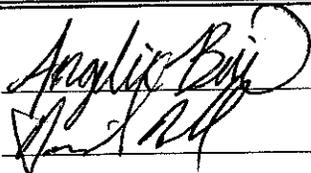
During the Fire Department's most recent annual inspection of the Holmatro® rescue equipment, the service technician noted hydraulic hoses on the rescue equipment should be condemned and replaced immediately. He advised staff that the hoses should not be used because of their age, exposed wire braid, and cracks in the outside jacket of the hoses. Continued use of the equipment could cause severe injury to the end user. The Fire Department's rescue tools have been taken temporarily out of service based on the service technician's recommendation.

The Holmatro® Owner's Manual for rubber and thermo-plastic hydraulic hoses recommends rescue equipment be inspected after each use and annually. Section III - Maintenance, Paragraph B, indicates that during these inspections, the entire length of hose should be checked for cuts, abrasions, and/or kinks. If the wire braid of any hose is exposed, the hose assembly should be returned to an authorized Holmatro® dealer for immediate replacement.

Staff recommends replacement hydraulic hoses, fittings, and adapters for the rescue equipment be purchased and installed at a cost of \$7,698.20 from Fire Service Specification and Supply. Fire Service Specification and Supply is an authorized Holmatro® dealer and has become a reliable vendor for the City having provided its annual service and inspection of the Fire Department's Holmatro® rescue equipment for many years. Based on this information, staff recommends Fire Service Specification and Supply be identified as a sole source vendor for the purchase and installation of replacement hydraulic hoses, fittings, and adapters.

FISCAL IMPACT: The cost to replace hydraulic hoses, fittings, and adapters on the Holmatro® rescue equipment is \$7,698.20. Should the City Council approve this item,

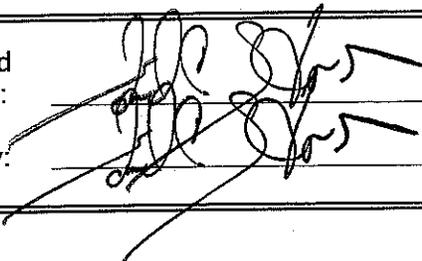
Prepared by:



Proofed by:

Reviewed and
Approved by:

Presented by:



\$7,698.20 would be transferred from the Contingency Fund to Emergency Services Maintenance – Other Equipment Account No. 1001-4533-52050-400 to pay for replacement of hydraulic hoses, fittings, and adapters on Holmatro© rescue equipment assigned to Engine 151 and Medic Engine 152.

RECOMMENDATION: Staff recommends the City Council authorize a \$7,698.20 appropriation from the Contingency Fund to replace hydraulic hoses, fittings, and adapters on Holmatro© rescue equipment assigned to Engine 151 and Medic Engine 152.



Fire Service Specification & Supply

August 28, 2013

Montclair Fire Department
8901 Monte Vista Avenue
Montclair, CA 91763

DPU30 CORE® conversion kit - UG M203/204 set	158.182.025	\$ 2,385.00	x2	\$ 4,770.00
3000 series tool handle conversion	158.013.166	\$ 555.00	x5	2,775.00
		Sub-total		\$ 7,545.00
		*Discount 50%		-3,772.50
32' CORE® Hose orange	158.572.125	\$843.00	x2	1,686.00
32' CORE® Hose blue	158.572.128	\$843.00	x2	1,686.00
		Sub-total		\$ 7,144.50
		Tax 7.75%		553.70
		TOTAL		\$ 7,698.20

****This price is good for 90 days from the above date****

If you have any questions, please contact: Chris Martinez
cmartinez@holmatro-fs3.com
760 954-3791 cell phone

* Serial numbers of all City of Montclair Holmatro tools must be provided to receive this 50% discount.

Phone 800.388.6607 Fax 714.832.5296
P.O. Box 10817 · Santa Ana, California 92711-0817

III. MAINTENANCE

Warning: Wear proper protective gear including safety glasses with side shields and gloves.

1. Inspection after each use:

- A. Check if the anti-kink springs/vinyl bend restrictors are in their respective position.
If not: re-position them correctly.
If not possible: immediately withdraw the hose assembly from service. Return the hose to the authorized Holmatro dealer for replacement.
- B. Check the whole length of the hoses for cuts, abrasions and/or kinks.

If the wire braid of any hose is exposed: replace the hose assembly immediately.
If any hose shows signs of kinking: immediately withdraw the hose assembly from service. Return the hose to the authorized Holmatro dealer for replacement.
- C. Check the quick couplers for easy connection, re-connection and leakage. Properly re-position the dust caps and replace all missing or damaged dust caps.
- D. If rescue scene is contaminated with fluid spills such as gasoline, motor oil, brake fluid, etc. that may have come into contact with the hydraulic hose, wash hose with a solution of mild soap and water before storing. Prolonged contact with some chemicals can cause the outer layer of a hose assembly to be permanently damaged.

2. Annual inspection:

First proceed with inspections A through D.

- E. Remove the anti-kink spring/vinyl bend restrictor (turning and pulling together) and inspect the joint of the hose and ferrule. The hose should go out of the ferrule in a straight line without bending to one side. If the hose does not lead out of the ferrule in a straight line, immediately withdraw the hose assembly from service. Return the hose to the authorized Holmatro dealer for replacement. Reposition the anti-kink spring/bend restrictor to the proper position.
- F. Perform this test where there are no bystanders present. Make sure the person conducting the test is wearing proper protective gear including safety glasses with side shields or safety goggles, and gloves. Connect the hose assembly to a pump that is able to provide the systems maximum working pressure and pressurize the hose assembly to the maximum working pressure.

Do this by following steps 1 through 8 below:

1. Connect the hose to the pump without connecting to a tool. If the hose is a 16, 32 or 50 foot handline, couple the two ends of the hose together. Leave the return hose coupling unconnected. If the hose is on a 2014 or 2015 hose reel, couple the two long ends together. Leave the "pigtail" return hose unconnected.

FS3

Fire Service Specification & Supply

8/29/13

Montclair Fire Department
8901 Monte Vista Avenue
Montclair, CA 91763

Chief Bob Crouch,

My name is Steve Carpenter, GM for FS3 and the purpose of this letter is enhance your information and knowledge as well as provide you with factual reasons why your Holmatro Twin Line Hydraulic hose is in immediate need of replacement.

Recently our FS3 Service Technician Raul Galvez completed an Annual Service on your Holmatro Rescue Equipment and after he inspected your twin line hose, he noted that the hose should be condemned and replaced immediately. Additionally he advised your staff that because of the age, wire braid showing and cracks in the outside jacket that the hose should not be used and that it could cause severe injury to the end user with continued use.

As a retired Battalion Chief myself, we are both well aware of the risk associated with high-pressure hydraulic systems under normal conditions. That said the condition in which your hose currently indicates clearly demonstrates that it should not be used and if it continues to be used, it puts you and your organization in a liable position. The Holmatro hydraulic system operates within 0-10,500 psi and because of the high strength steels used in todays manufacturing the tools selected will most likely work towards the higher pressure, which again, puts you in a high risk for injury position. I personally do not want to see a firefighter get hurt especially having the knowledge that a safety condition exist therefore, it is the position of FS3 and my recommendation in writing that your Holmatro twin line hydraulic hose be condemned and replaced immediately.

I have attached a document that will help you understand how we test each hose as well as what we look for. On page 1 section B it states that "If the wire braid of any hose is exposed: Replace the hose assembly immediately". Additionally, on page two-item number 3 clearly states that after 6 years of use, the rubber twin line should be replaced.

If you have questions or concerns, please call or email and I will be happy to assist you in any way to ensure the continued safety of your staff.

Kind Regards,

Steve Carpenter, FS3 General Mgr.
760-707-6923
scarpenter@holmatro-fs3.com

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZATION TO
PURCHASE 50 TASER® CARTRIDGES
FROM TASER INTERNATIONAL, INC.

DATE: September 16, 2013

SECTION: ADMIN. REPORTS

ITEM NO.: 13

FILE I.D.: PDT825

DEPT.: POLICE

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing the purchase of 50 TASER® cartridges for training purposes.

BACKGROUND: The Police Department has authorized use of the TASER® X26 device as a less-lethal weapon for many years. Officers authorized to carry a TASER® device are required to successfully complete Department-approved training annually. A required component of TASER® training is deployment of one to two cartridges to demonstrate proficiency.

TASER International, Inc., is the sole manufacturer of all TASER® brand products. ProForce Law Enforcement is the only authorized TASER® product distributor in California; however, the Police Department would like to purchase directly from TASER International, Inc., to receive a one-time 10 percent discount.

FISCAL IMPACT: Should the City Council approve this item, funding in the amount of \$1,131 to purchase 50 TASER® cartridges is available in the Police Department Fiscal Year 2013-14 Budget.

RECOMMENDATION: Staff recommends the City Council authorize the purchase of 50 TASER® cartridges from TASER International, Inc.

Prepared by:

Judy B...

Reviewed and
Approved by:

[Signature]

Proofed by:

Sharon Cappina

Presented by:

[Signature]



17800 N. 85th St. * Scottsdale, Arizona * 85255 * 1-480-991-0797 * Fax 1-480-991-0791 * www.taser.com

June 10, 2013

SOLE SOURCE LETTER FOR TASER INTERNATIONAL PRODUCTS

This letter is to confirm TASER International is the sole source manufacturer of the following TASER® brand products:

- Conducted Electrical Weapons (CEWs):
 1. TASER X2™ Models: 22002 and 22003.
 2. TASER X3® Models: 33209 and 33210.
 3. TASER X26™ Models: 26511, 26523, 26550, 26512, 26524, and 26549.
 4. TASER X26P™ Models: 11000, 11001, 11002 and 11003.
 5. TASER X3W™ Models: 33228 and 33229.
- Optional Extended Warranties for CEWs:
 1. X2 - 4-year extended warranty, item number 22014.
 2. X26 - 1-year extended warranty, item number 26730.
 3. X26 - 4-year extended warranty, item number 26744.
 4. X26P - 2-year extended warranty, item number 11008.
 5. X26P - 4-year extended warranty, item number 11004.
 6. X3 - 1-year extended warranty, item number 33500.
 7. X3 - 3-year extended warranty, item number 33501.
 8. X3W - 1-year extended warranty, item number 33503.
 9. X3W - 2-year extended warranty, item number 33502.
- TASER CEW cartridges (compatible with the X26 and X26P; required for these CEWs to function in the probe deployment mode):
 1. 15-foot Model 34200.
 2. 21-foot Model 44200.
 3. 21-foot non-conductive Model 44205.
 4. 25-foot Model 44203.
- TASER Smart™ cartridges (compatible with the X2, X3, and X3W; required for these CEWs to function in the probe deployment mode):
 1. 15-foot Model 22150.
 2. 25-foot Model 22151.
 3. 35-foot Model 22152.
- TASER Smart blue training-use only cartridges (compatible with the X2, X3, and X3W; required for the CEWs to function in the probe deployment mode for training):
 1. 25-foot Model 33102.
 2. 35-foot Model 33104.
- TASER CAM™ recorder, Model 26830 (full video and audio with ability to disable audio). This accessory can be downloaded by USB with the TASER CAM Download Kit, Model 26737. This item is only compatible with the X26.
- TASER CAM HD recorder, Model 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature), Model 26820. TASER CAM HD is compatible only with the X26P and X2.
 1. TASER CAM HD replacement battery, Model 26764.
 2. TASER CAM HD Download Kit, Model 26762.
 3. TASER CAM HD optional 4-year extended warranty, Item Number 26763.

- Power Modules for X26 CEW: Digital Power Magazine (DPM) Model 26700; eXtended Digital Power Magazine (XDPM) Model 26701; and Controlled Digital Power Magazine (CDPM), Models 26702 and 26703.
- Power Modules for X26P and X2 CEWs: Performance Power Magazine (PPM) Model 22010; Tactical Performance Power Magazine (TPPM) Model 22012; and Automatic Shut-Down Performance Power Magazine (APPM) Model 22011.
- Power Module for X3 and X3W CEWs: Enhanced Digital Power Magazine (EPM) Model 33203
- TASER Dataport Download Kits:
 1. Dataport Download Kit for the X26 model number 26500
 2. Dataport Download Kit for the X2 and X26P, model number 22013
- TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
- AXONflex™ system:
 1. AXONflex Kit, Model 73030
 2. AXONflex Controller, Model 73001
 3. Evidence Transfer Manager (ETM).
 1. 6 dock ETM, Model 73016.
 2. 12 dock ETM, Model 73048

SOLE AUTHORIZED TASER DISTRIBUTOR FOR TASER PRODUCTS IN AK, AZ, CA, CO, ID, MT, NM, NV, WA, WY, UT	SOLE AUTHORIZED REPAIR FACILITY TASER BRAND PRODUCTS
PROFORCE 3009 N HWY 89 PRESCOTT, AZ 86301 Phone: 800-367-5855 Fax: 928-776-0344	TASER International, Inc. 17800 N. 85th Street Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791

Please contact us at 1-800-978-2737 with any questions.

Sincerely,



Jim Halsted
Vice President, LE Sales
TASER International, Inc.

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AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 13-73 WITH THE YWCA SAN GABRIEL VALLEY AND INLAND COMMUNITIES TO SERVE AS A RESOURCE AGENCY FOR THE HUMAN SERVICES DEPARTMENT

DATE: September 3, 2013
SECTION: AGREEMENTS
ITEM NO.: 1
FILE I.D.: HSV042
DEPT.: HUMAN SERVICES

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 13-73 with the YWCA San Gabriel Valley and Inland Communities (YWCA) to serve as a Resource Agency for the Human Services Department.

A copy of proposed Agreement No. 13-73 is attached for the City Council's review and consideration.

BACKGROUND: The Montclair Community Collaborative (MCC) was organized in 1996 as a partnership of the City of Montclair, Ontario-Montclair School District, nonprofit agencies, colleges, businesses, and residents to strengthen the community. The Collaborative continues to provide "a quality community for all by working together as diverse, committed individuals and organizations." The YWCA is a nonprofit organization that has worked for 26 years promoting public health and engaging and empowering communities. The work of the YWCA in the areas of violence prevention, health and wellness, parent engagement, and empowerment strategies are conducted by culturally competent staff.

Staff proposes to contract with a Resource Agency to provide more staff expertise and experience rather than hiring for the Resource Analyst position approved in the Fiscal Year 2013-14 Budget. Staff requested proposals from three vendors that could provide the following Healthy Communities support:

- Planning and resource development and facilitation of MCC
- Maintain grant writing requirements and pursue future grants that support sustainability and development
- Supervision of collection and utilization of evaluation data and preparation of required reports
- Strategic planning and community engagement processes
- Supervision and recruitment of students and interns

Prepared by:

M. Richter

Reviewed and Approved by:

[Signature]

Proofed by:

Christine Smidely

Presented by:

[Signature]

The following two vendors were eliminated:

<i>Vendor</i>	<i>Response</i>
Community Clinic Association of San Bernardino County	Insufficient staffing to provide services
Deborah DeForge, Consultant	\$125/hour grant writing and project evaluation services only

YWCA San Gabriel Valley and Inland Communities provided the only bid proposal that met all required criteria and was deemed the most responsible, responsive bidder.

The term of proposed Agreement No. 13-73 with the YWCA San Gabriel Valley and Inland Communities is September 16, 2013, through June 30, 2014.

FISCAL IMPACT: The City's contractual obligation for the YWCA to serve as a Resource Agency for the City of Montclair shall not exceed \$80,000 for the term of the contract. Funding in this amount is allocated in the Human Services Department Fiscal Year 2013-14 Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 13-73 with the YWCA San Gabriel Valley and Inland Communities to serve as a Resource Agency for the City of Montclair.

AGREEMENT FOR CONTRACTED SERVICES

THIS AGREEMENT is made and entered into this 16th day of September 2013, by and between the City of Montclair, hereinafter referred to as "CITY," and the YWCA San Gabriel Valley and Inland Communities, hereinafter referred to as "YWCA."

1. SERVICES TO BE PERFORMED BY YWCA.

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

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

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

2. COMPENSATION.

(a) Except as otherwise provided in this Agreement, CITY agrees to compensate YWCA for services rendered under this Agreement for a total of \$80,000, based on the Scope of Work, Attachment A.

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

(c) CITY will provide YWCA with forms, which YWCA will use to request payment under this Agreement unless YWCA can provide such forms. For each one-month period of service, a "Request for Payment" form must be returned to CITY in triplicate.

(d) CITY will not withhold any federal or state income tax for payment made pursuant to this Agreement. YWCA is hereby advised that such statement of earnings shall, if required, be provided to the Internal Revenue Service and the State Franchise Tax Board.

3. TERM OF AGREEMENT.

The term of this Agreement is September 16, 2013, through June 30, 2014. Termination is pursuant to the provisions of Section 6 of this Agreement. CITY shall

not be obligated to pay YWCA any additional consideration unless YWCA undertakes additional services, in which instance the consideration shall be increased as CITY and YWCA shall agree in writing.

4. OBLIGATIONS OF YWCA.

(a) During the term of this Agreement, YWCA agrees to diligently prosecute the work specified in the attached "Description of Services" to completion.

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

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

5. OBLIGATIONS OF CITY.

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

(b) CITY shall indemnify, pay for the defense of, and hold harmless YWCA and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CITY's negligent or willful acts and/or omissions in rendering any services hereunder.

6. TERMINATION OF AGREEMENT.

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

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

(c) If at any time during the performance of this Agreement CITY determines, at its sole discretion, to suspend indefinitely or abandon the work under this Agreement, CITY shall have the right to terminate the performance of YWCA's

services hereunder by giving written notification to YWCA of its intention to terminate. At any time during the performance of this Agreement the YWCA may terminate this Agreement by giving written 30-day notification to CITY.

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

7. GENERAL PROVISIONS.

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

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

- (1) Increase dollar amount
- (2) Administrative changes
- (3) Changes as required by law

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

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

(e) Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of CITY, YWCA, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor or the State of California, at the request of CITY or as part of any audit of CITY, for a period of three (3) years after final payment is made under this Agreement. YWCA shall preserve and cause to be preserved such books, records and files for the audit period.

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

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

CITY
5111 Benito Street
Montclair, CA 91763
(909) 626-8571

YWCA
943 North Grand Avenue
Covina, CA 91724
(626) 960-2995

Paul M. Eaton
Mayor

Lisa Brabo
Executive Director

Date: _____

Date: _____

ATTEST:

Yvonne Smith
Deputy City Clerk

Date: _____

ATTACHMENT A

Scope of Work

Services to be provided:

- Strategic Planning
 - Strategic Planning Activities for the Montclair Community Collaborative (MCC)
 - Development of Action Plan including prioritization and identification of best practices to consider for the MCC
- Supervision
 - Supervision of any public health students including Fellows, field study interns, and other programs
 - Provide screening, recruitment, and supervision of interns from colleges, as needed
- Coordination with other City projects
 - Oversee coordination with all other Human Services-funded projects to ensure integration, accurate monitoring, and appropriate strategies to grow projects
 - Participate in, support, and facilitate the Montclair Community Collaborative
 - Engage with and integrate programming with City departments and programs including, but not limited to: Senior and Youth Centers; *Por La Vida*; After-School Program; Montclair Medical Clinic; Healthy Communities including Community Garden, Fruit Park, and Farmer's Market; and Kaiser-funded projects
- Communication and Consultation
 - Maintain communication with appropriate City and program staff regarding any work being conducted
 - Provide consultation and recommendations for long-term City planning regarding Human Services projects and activities
 - Provide guidance and technical assistance to City and program staff and to Human Services Project Staff
 - Facilitate and participate in meetings as required
- Evaluation and Outcomes Assessment and Grant Writing
 - Oversee and develop assessment and program evaluation strategies and efforts for any new and existing projects
 - Participate in identifying, compiling information for, and writing grants and/or support the development of fund development opportunities for the City
 - Coordinate efforts with all other Human Services-funded projects to ensure integration, accurate monitoring, and appropriate strategies to grow projects
 - Participate in identifying, compiling information for, and writing grants and/or support the development of fund development opportunities for the City

- Administrative
 - Itemized Monthly Invoice submitted no later than the 10th of the month following services. Invoice must be actual expenses incurred by YWCA.
 - Final invoice for the fiscal year submitted no later than the 10th of July of the given fiscal year. Any moneys invoiced after this deadline will not be paid.
 - Quarterly updates (three month intervals) in writing of work completed to include tasks completed and initiated; progress toward goals/objectives; new contacts and/or partnerships created; and grants written, received, etc.
 - Oversee project contract requirements, monitoring procedures, evaluation results, and financial accountability procedures and reporting
 - Development of appropriate reporting, recordkeeping, templates, and communication channels to ensure effective and timely reporting of any and all reports, both financial and contractual
 - Maintain communication with appropriate City and program staff regarding any work being conducted

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 13-77 AMENDING AGREEMENT
NO. 13-35 WITH THE SAN BERNARDINO
COUNTY DEPARTMENT OF AGING AND
ADULT SERVICES TO DIVIDE FUNDING
FOR THE SENIOR CITIZEN NUTRITION
PROGRAM INTO TWO BUDGET PERIODS

DATE: September 16, 2013
SECTION: AGREEMENTS
ITEM NO.: 2
FILE I.D.: HSV105
DEPT.: HUMAN SERVICES

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 13-77 amending Agreement No. 13-35 with the San Bernardino County Department of Aging and Adult Services to divide the grant funding award for the Senior Citizen Nutrition Program into two budget periods.

A copy of proposed Agreement No. 13-77 is attached for the City Council's review and consideration.

BACKGROUND: The San Bernardino County Department of Aging and Adult Services has awarded the City a contract to provide a Senior Citizen Nutrition Program for older adults ages 60 and over. The Fiscal Year 2013-14 grant amount is \$86,204. The City of Montclair is contracted to annually serve 14,837 meals and provide 251 days of service.

In compliance with federal sequestration requirements, the state has mandated that the grant amount of \$86,204 awarded to the City for Fiscal Year 2013-14 be divided into two budget periods. Agreement No. 13-77 proposes to allocate \$21,863 for Budget Period One from July 1, 2013, through September 30, 2013, and \$64,341 for Budget Period Two from October 1, 2013, through June 30, 2014.

The term of proposed Agreement No. 13-77 is July 1, 2013, through June 30, 2014.

FISCAL IMPACT: Should the City Council approve Agreement No. 13-77, the original grant of \$86,204 would be awarded as follows: \$21,863 for Budget Period One and \$64,341 for Budget Period Two. The grant funding has been allocated to the City through Title III of the Older Americans Act.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 13-77 amending Agreement No. 13-35 with the San Bernardino County Department of Aging and Adult Services to divide funding for the Senior Citizen Nutrition Program into two budget periods.

Prepared by:

M. Richter

Reviewed and
Approved by:

Proofed by:

Christine Smedley

Presented by:

[Signature]



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input type="checkbox"/> New	FAS Vendor Code	SC	Dept.	A	Contract Number			
<input checked="" type="checkbox"/> Change	CITYOFM731		OOA		13-547 A-1			
<input type="checkbox"/> Cancel								
ePro Vendor Number 00003036			ePro Contract Number 146519					
County Department Department of Aging and Adult Services		Dept.	Orgn.	Contractor's License No.				
		OOA	210					
County Department Contract Representative Gloria Perez			Telephone (909) 386-8145	Total Contract Amount \$86,204				
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason:								
Commodity Code 95200		Contract Start Date July 1, 2013	Contract End Date June 30, 2014	Original Amount \$86,204	Amendment Amount \$0			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount \$		
						\$		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$		
						\$		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$		
						\$		
Project Name Elderly Nutrition Program			Estimated Payment Total by Fiscal Year					
			FY	Amount	I/D	FY	Amount	I/D

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Department of Aging and Adult Services, hereinafter called the County, and

Name

City of Montclair

hereinafter called Contractor

Address

5111 Benito Street

Montclair, CA 91763

Telephone

(909) 626-8571

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

It is hereby agreed to amend Contract No. 13-547 as follows:

V. FISCAL PROVISIONS

Paragraph A is amended to read as follows:

- A. The maximum amount of funds available for payment under this Contract shall not exceed \$86,204, of which \$79,183 may be federally funded, and shall be subject to availability of funds to the County. The consideration to be paid to Contractor shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem. Contract will be divided into two budget

Auditor-Controller/Treasurer Tax Collector Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

periods as mandated by the State in order to comply with Federal Sequestration requirements and will apply only to Fiscal Year 2013-14. Budget Period One is for the period of July 1, 2013 through September 30, 2013. Budget Period Two is for the period of October 1, 2013 through June 30, 2014. Federal funds provided for Budget Period One cannot be transferred to Budget Period Two. A separate budget for each period of the contract is attached (ATTACHMENT I). Funds for payment shall be made available as follows:

	Budget Period One (July 1, 2013 – Sept 30, 2013)	Budget Period Two (Oct 1, 2013 – June 30, 2014)	Total
Congregate Meals	\$21,863	\$64,341	\$86,204

Paragraph B is amended to read as follows:

B. Contractor shall be compensated on a fee-for-service basis based on the following rate and number of meals as listed below:

	Budget Period One (July 1, 2013 – Sept 30, 2013)	Budget Period Two (Oct 1, 2013 – June 30, 2014)	Total
Congregate Meals	\$5.81 for 3,763 meals	\$5.81 for 11,074 meals	\$5.81 for 14,837 meals

Paragraph H, Item 5 is amended to read as follows:

5. Budget revisions will only be allowed during Budget Period Two, October 1, 2013 through June 30, 2014. The final date to submit a budget revision is March 30, 2014 unless otherwise specified by the County.

Paragraph J, Item 2a3 is amended to read as follows:

3) 2013-14 reports are due as follows:

- Financial Close-out Reports: For the period of July 1, 2013 through September 30, 2013, report must be submitted by October 31, 2013; for the period of October 1, 2013 through June 30, 2014, report must be submitted by July 31, 2014.
- Periodic Inventory Reports: For the period of July 1, 2013 through September 30, 2013, report must be submitted by October 31, 2013; for the period of October 1, 2013 to June 30, 2014, report must be submitted by July 31, 2014.
- Single Audit or Financial Statement: A combined report for Budget Period One and Budget Period Two must be submitted by August 1, 2014.
- Schedule of Expenditures of Federal Awards (SEFA): A combined report for Budget Periods One and Two must be submitted by August 1, 2014.

Paragraph R is amended to read as follows:

1. The Contractor shall provide cash or in-kind matching contributions of a minimum of \$7,601 for 2013-14 which is the Title III portion of the contract multiplied by 11.11%. Matching contributions for each budget periods are as follows:

	Budget Period One (July 1, 2013 – Sept 30, 2013)	Budget Period Two (Oct 1, 2013 – June 30, 2014)	Total
Congregate Meals	\$1,933	\$5,668	\$7,601

2. Matching contributions must be for allowable costs as determined by CDA. Allowable costs may include, but are not limited to, rent, utilities, supplies, and personnel (volunteers).
3. Uncompensated indirect expense or Contractor-allocated overhead expenses may be claimed as an in-kind matching expense if such expenses were determined on the basis of an approved indirect cost rate plan.
4. Contractor shall identify the source and amount for all matching contributions in the Matching Funds Narrative (ATTACHMENT L). The identified matching contributions shall be reported to DAAS by the Contractor on the monthly or quarterly basis as specified in Section V, Paragraph J.
 - a. Services of volunteers shall be valued at rates consistent with those ordinarily paid for similar work by the Contractor. If the Contractor does not have similar work, the rate shall be consistent with those in the labor market.
 - b. All other in-kind contributions shall be valued at current market value.

ATTACHMENT I – PROGRAM BUDGETS – Budget Period One from July 1, 2013 through September 30, 2013 and Budget Period Two from October 1, 2013 through June 30, 2014 replace Program Budgets FY 13-14.

ATTACHMENT L – Matching Funds Narrative – Budget Period One from July 1, 2013 through September 30, 2013 and Budget Period Two from October 1, 2013 through June 30, 2014 replace Program Budgets FY 13-14.

All other terms and conditions remain in full force and effect.

COUNTY OF SAN BERNARDINO

CITY OF MONTCLAIR

(Print or type name of corporation, company, contractor, etc.)

► _____
Janice Rutherford, Chair, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

Dated: _____

Name Paul M. Eaton
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Title Mayor
(Print or Type)

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

Dated: _____

By _____
Deputy

Address 5111 Benito Street
Montclair, CA 91763

Approved as to Legal Form
► _____
Jacqueline Carey-Wilson
Deputy County Counsel
Date _____

Reviewed by Contract Compliance
► _____
Date _____

Presented to BOS for Signature
► _____
Department Head
Date _____

COUNTY OF SAN BERNARDINO NUTRITION SERVICES
PROGRAM BUDGET

Provider: City of Montclair

Period: 07/01/13 – 09/30/13 ORIG Amend

CONGREGATE SITES C-1

HOME DELIVERED MEALS C-2

Section I: Prepare this section based on annual estimated cost to serve the meals.

		A	b	C=a+b
		Cost to Provider for the year		
Expenditure Category:		Cash	In-Kind	Annual Expense
1	Personnel	\$16,155	\$12,125	\$28,280
2	Staff Travel & Training	\$182		\$182
3	Property			
4	Non-Inventory Equipment			
5	Consultants	\$400		\$400
6	Catered Food	\$18,112		\$18,112
7	Raw Food			
8	Other Expenses:			
	a. Consumable Supplies	\$1,210		\$1,210
	b. Insurance	\$5,000		\$5,000
	c. Repair & Maintenance			
	d. Rent/Building Space			
	e. Utilities			
	f. Vehicle Operations	\$1,913		\$1,913
	g. Miscellaneous	\$580		\$580
9	Indirect Cost			
10	Nutrition Education	\$55		\$55
Total Expenditures (add lines 1-10)		\$43,607	\$12,125	\$55,732

Revenue Sources:			
State funds	\$1,781		\$1,781
Federal Funds	\$17,395		\$17,395
NSIP	\$2,687		\$2,687
State Special Nutrition Funds			
County funds			
Program Income	\$5,498		\$5,498
Deferred Income			
Matching Cash	\$16,246		\$16,246
Matching In-Kind	\$12,125		\$12,125
Non-Match Cash			
Non-Match In-Kind			
Total Revenue	\$55,732		\$55,732

Section II: Prepare this section based on estimated number of meals that will be served multiplied by meal cost per unit.

D	E	f=d*e
Estimated annual number of meals	Proposed meal cost per unit	Annual Budget
3,763	\$5.81	\$21,863

COUNTY OF SAN BERNARDINO NUTRITION SERVICES
PROGRAM BUDGET

Provider: City of Montclair

Period: 10/01/13 – 06/30/14 ORIG Amend

CONGREGATE SITES C-1

HOME DELIVERED MEALS C-2

Section I: Prepare this section based on annual estimated cost to serve the meals.

		A	b	C=a+b
		Cost to Provider for the year		
Expenditure Category:		Cash	In-Kind	Annual Expense
1	Personnel	\$54,466	\$36,375	\$90,841
2	Staff Travel & Training	\$544		\$544
3	Property			
4	Non-Inventory Equipment			
5	Consultants	\$1,600		\$1,600
6	Catered Food	\$46,837		\$46,837
7	Raw Food			
8	Other Expenses:			
	a. Consumable Supplies	\$5,130		\$5,130
	b. Insurance			
	c. Repair & Maintenance			
	d. Rent/Building Space			
	e. Utilities			
	f. Vehicle Operations	\$5,737		\$5,737
	g. Miscellaneous	\$2,075		\$2,075
9	Indirect Cost			
10	Nutrition Education	\$180		\$180
Total Expenditures (add lines 1-10)		\$116,569	\$36,375	\$152,944

Revenue Sources:			
State funds	\$5,240		\$5,240
Federal Funds	\$51,193		\$51,193
NSIP	\$7,908		\$7,908
State Special Nutrition Funds			
County funds			
Program Income	\$18,490		\$18,490
Deferred Income			
Matching Cash	\$33,738		\$33,738
Matching In-Kind	\$36,375		\$36,375
Non-Match Cash			
Non-Match In-Kind			
Total Revenue	\$152,944		\$152,944

Section II: Prepare this section based on estimated number of meals that will be served multiplied by meal cost per unit.

D	E	f=d*e
Estimated annual number of meals	Proposed meal cost per unit	Annual Budget
11,074	\$5.81	\$64,341

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 13-78 WITH MONTCLAIR GOLDEN GIRLS SOFTBALL LEAGUE, AGREEMENT NOS. 13-79 AND 13-80 WITH MONTCLAIR LITTLE LEAGUE, AND AGREEMENT NOS. 13-81 AND 13-82 WITH ALL CITIES YOUTH BASEBALL FOR USE OF BALL FIELD FACILITIES	DATE: September 16, 2013 SECTION: AGREEMENTS ITEM NO.: 3 FILE I.D.: ATH020/215/218 DEPT.: HUMAN SERVICES
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REASON FOR CONSIDERATION: The Montclair Golden Girls Softball League, Montclair Little League, and All Cities Youth Baseball have requested use of City facilities for their fall/winter sports activities.

Proposed Agreement No. 13-78 with Montclair Golden Girls Softball League; Agreement Nos. 13-79 and 13-80 with Montclair Little League; and Agreement Nos. 13-81 and 13-82 with All Cities Youth Baseball are attached for the City Council's review and consideration.

BACKGROUND: Pursuant to proposed Agreement No. 13-78, Montclair Golden Girls Softball League would use Vernon Park for its softball activities on weekdays and Saturdays. Pursuant to proposed Agreement Nos. 13-79 and 13-80, Montclair Little League would use the fields at Kingsley and Saratoga Parks for its baseball activities on Mondays, Wednesdays, Fridays, and Saturdays. Pursuant to proposed Agreement Nos. 13-81 and 13-82, All Cities Youth Baseball would use the field at Kingsley Park for its baseball activities on Tuesdays and Thursdays and the field at Essex Park for its baseball activities weekdays and Saturdays. Sunday field use by all leagues is only permitted in the event ball games are rained out.

Montclair Golden Girls Softball League and All Cities Youth Baseball have each requested the use of lights for activities that may be conducted after dark. The cost of electrical services associated with such lighting would be divided equally between the requesting league and the City of Montclair at the rate of \$10 per hour, per field for such use.

The terms of proposed Agreement No. 13-78 with Montclair Golden Girls Softball League; Agreement Nos. 13-79 and 13-80 with Montclair Little League; and Agreement Nos. 13-81 and 13-82 with All Cities Youth Baseball are September 17, 2013, through December 21, 2013.

FISCAL IMPACT: A total of approximately \$150,000 (\$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 No. 13-78 with Montclair Golden Girls Softball League, Agreement Nos. 13-79 and 13-80 with Montclair Little League, and Agreement Nos. 13-81 and 13-82 with All Cities Youth Baseball for use of ball field facilities.

Prepared by: <u><i>M. Richter</i></u>	Reviewed and Approved by: <u><i>[Signature]</i></u>
Proofed by: <u><i>Christine Smudaly</i></u>	Presented by: <u><i>[Signature]</i></u>

**AGREEMENT NO. 13-78
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 September 17, 2013, through December 21, 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 rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.

- j. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted cleaning agency will be hired by the CITY and the LEAGUE will be responsible for all fees related to the service.
- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times. 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 snack bar, restrooms, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY-owned equipment have been properly cared for and cleaned up. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines, shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY.
- n. To conform to all safety and health regulations and maintain all CITY-installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- o. To be responsible for all costs as a result of lost or stolen keys.
- p. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- q. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works Superintendent at 625-9467. 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, practice and game schedules.
- u. To provide CITY with financial statements upon request for audit purposes.
- v. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- w. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which LEAGUE had knowledge.
- x. It is agreed that LEAGUE may use said baseball fields from September 17, 2013, through December 21, 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 non contributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice, in writing by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.
- z. **INDEMNIFICATION:** LEAGUE shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability

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

- aa. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- bb. To conduct all operations in compliance with the Americans with Disabilities Act.
- cc. LEAGUE shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for LEAGUE meetings.
- dd. The City of Montclair is currently negotiating a lease with the Ontario-Montclair School District (OMSD) for the use of Vernon 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 the 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 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 period and upon approval of the Human Services Director, LEAGUE's cleaning deposit.
- g. To designate a CITY representative to work with LEAGUE on all non-maintenance issues relating to the use of CITY facilities.

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

APPROVED AND ADOPTED this _____ day of _____, 2013.

LEAGUE:

CITY:

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

SEPTEMBER 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. 13-79
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 September 17, 2013, through December 21, 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 rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.

- j. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted cleaning agency will be hired by the CITY and the LEAGUE will be responsible for all fees related to the service.
- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times. 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 snack bar, meeting areas, restrooms, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY-owned equipment have been properly cared for and cleaned up. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines, shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.
- n. To conform to all safety and health regulations and maintain all CITY-installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- o. To be responsible for the payment of an alarm fee at the rate of Forty Dollars (\$40) per month, per field; to remit prompt payment to CITY upon receipt of monthly invoice.
- p. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- q. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including for graffiti removal on buildings within 24 hours

of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works Superintendent at 625-9467. 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 deposit, with the CITY representative, the sum of Five Hundred Dollars (\$500) as a security deposit, to ensure the proper and prompt payment of alarm fees, electrical services for elected use of lights, or any incurred damages to facilities associated with the LEAGUE. In the event all invoices or potential damages are paid by the end of this Agreement term, the deposit will be refunded.
- t. To provide the CITY representative with a list of the Board of Directors including names, addresses, and telephone numbers.
- u. To provide CITY with participant rosters, practice and game schedules.
- v. To provide CITY with financial statements upon request for audit purposes.
- w. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- x. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency of which LEAGUE had knowledge.
- y. It is agreed that LEAGUE may use said baseball fields from September 17, 2013, through December 21, 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) they cannot be canceled or materially changed except after thirty (30) days' notice in writing by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them, or certificate(s) evidencing the insurance.

- aa. INDEMNIFICATION: LEAGUE shall defend, indemnify, and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by LEAGUE of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the LEAGUE in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.
- bb. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- cc. To conduct all operations in compliance with the Americans with Disabilities Act.
- dd. LEAGUE shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for LEAGUE meetings.
- ee. The City of Montclair is currently negotiating a lease with the Ontario-Montclair School District (OMSD) for the 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 the 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 to LEAGUE, inventory list of equipment in snack bar and meeting areas; to provide inspection of those areas and equipment at the end of the agreement period.
- f. To invoice LEAGUE monthly for the costs of separately metered field lighting related to use prior to regular season play.
- g. To refund, at the end of the agreement period and upon approval of the Human Services 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 use of CITY facilities.

APPROVED AND ADOPTED this _____ day of _____, 2013.

LEAGUE:

CITY:

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

SEPTEMBER 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. 13-80
WITH MONTCLAIR LITTLE LEAGUE
FOR USE OF SARATOGA PARK**

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

WITNESSETH:

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

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for Little League baseball (including the Challenger Division for children with disabilities) activities at such times and hours set forth in Section 1(aa). The term of this Agreement is for September 17, 2013, through December 21, 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 rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.

- j. To provide a special parking area for participants in the Challenger Division, at the times of their games, by cordoning off the southeast portion of the parking lot; to provide the equipment and personnel needed to set up the special parking area; to see that all equipment is removed and properly stored after each use; to provide personnel to monitor the cordoned off area during its use.
- k. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted cleaning agency will be hired by the CITY and the LEAGUE will be responsible for all fees related to the service.
- l. To maintain all equipment and appliances within the snack bar and snack bar building at all times. 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.
- m. To maintain Meeting Room located on the second floor by emptying trash and vacuuming carpet from facility after each day's use in a condition acceptable to CITY. This room is not to be used for storage (e.g. field equipment and baseball equipment). Storage for baseball equipment is located in the facility on the northern section of baseball fields.
- n. 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.
- o. To deposit, with the CITY representative, the sum of Three Hundred Dollars (\$300) as a refundable cleaning deposit to ensure the proper care and cleanup of the snack bar, meeting areas, restrooms, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY-owned equipment have been properly cared for and cleaned up. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.
- p. 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.

- q. To be responsible for the payment of an alarm fee at the rate of Forty Dollars (\$40) per month, to remit prompt payment to CITY upon receipt of monthly invoice.
- r. 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.
- s. 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, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works Superintendent at 625-9467. 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.
- t. 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.
- u. To deposit, with the CITY representative, the sum of Five Hundred Dollars (\$500) as a security deposit, to ensure the proper and prompt payment of alarm fees, electrical services for elected use of lights, or any incurred damages to facilities associated with the LEAGUE. In the event all invoices or potential damages are paid by the end of this Agreement term, the deposit will be refunded.
- v. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- w. To provide CITY with participant rosters, practice and game schedules.
- x. To provide CITY with financial statements upon request for audit purposes.
- y. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- z. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which LEAGUE had knowledge.
- aa. It is agreed that LEAGUE may use said baseball fields from September 17, 2013, through December 21, 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.
- bb. **PUBLIC LIABILITY AND PROPERTY DAMAGE:** Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to

be kept, in full force and effect, for the mutual benefit of CITY and LEAGUE, comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence, and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.

- cc. 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.
- dd. 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.
- ee. To conduct all operations in compliance with the Americans with Disabilities Act.
- ff. LEAGUE shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for LEAGUE meetings.

SECTION 2: CITY hereby agrees as follows:

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

- e. To provide to LEAGUE, inventory list of equipment in snack bar and meeting areas; to provide inspection of those areas and equipment at the end of the agreement period.
- f. To invoice LEAGUE monthly for the costs of separately metered field lighting.
- g. To refund, at the end of the agreement period and upon approval of the Human Services 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 use of CITY facilities.

APPROVED AND ADOPTED this _____ day of _____, 2013.

LEAGUE:

CITY:

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

SEPTEMBER 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. 13-81
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 September 17, 2013, through December 21, 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 rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to ACYB. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of ACYB.
- j. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable

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

- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times. 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 the CITY representative the sum of Two Hundred Dollars (\$200) as a refundable cleaning deposit to ensure the proper care and cleanup of the restrooms. At the end of the playing season, an inspection shall be conducted by CITY and 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 will result in a breach of this Agreement and the loss of the 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 the 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, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works Superintendent at 625-9467. 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; and ACYB will remit prompt payment to CITY upon receipt of monthly invoice.
- r. To provide the CITY representative with a list of the Board of Directors including names, addresses, and telephone numbers.
- s. To provide CITY with participant rosters, practice and game schedules.

- t. To provide CITY with financial statements upon request for audit purposes.
- u. To designate one individual as the ACYB's representative to work with the CITY's representative.
- v. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency of which ACYB had knowledge.
- w. It is agreed that ACYB may use said baseball fields from September 17, 2013, through December 21, 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) they cannot be canceled or materially changed except after thirty (30) days' notice in writing by the insurer to CITY by certified mail. ACYB shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.
- y. **INDEMNIFICATION:** ACYB shall defend, indemnify, and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by ACYB of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the ACYB in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.
- z. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with 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. ACYB shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for ACYB meetings.
- cc. The City of Montclair is currently negotiating a lease with the Ontario-Montclair School District (OMSD) for the 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 the 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. 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 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 ACYB will be refused use of CITY facilities.

APPROVED AND ADOPTED this _____ day of _____, 2013.

LEAGUE:

ALL CITIES YOUTH BASEBALL

CITY:

CITY OF MONTCLAIR

President

Paul M. Eaton
Mayor

Secretary

ATTEST:

Yvonne L. Smith
Deputy City Clerk

CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES

SEPTEMBER 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. 13-82
WITH ALL CITIES YOUTH BASEBALL
FOR USE OF ESSEX PARK**

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

WITNESSETH:

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

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises ACYB desires to use for Youth Baseball activities at such times and hours set forth in Section 1(w). The term of this Agreement is for September 17, 2013, through December 21, 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.
- e. Not to erect any barriers or fences of any kind unless approved by CITY.
- f. Not to use herbicides at the park for any purpose.
- g. Not to disconnect or make changes to existing phone line account.
- h. Not to allow hitting balls into the chain link fences for batting practice.

- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to ACYB. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of ACYB.
- j. To maintain the rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not cleaned as stated, this Agreement will become null and void, and ACYB will not be permitted to use the facilities.
- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times including graffiti removal on buildings, within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429, and report vandalism immediately to the Public Works Superintendent at 625-9467. ACYB will not attempt to remove Graffiti or make repairs to building.
- l. To ensure when a Barbecue is used, it is set up a minimum of ten feet away from any structure and ACYB must provide one Fire Extinguisher for each barbecue being used. ACYB must also ensure that barbecue has completely cooled down before returning to storage in any CITY structure.
- m. To deposit, with the CITY representative, the sum of Two Hundred Dollars (\$200) as a refundable cleaning deposit, to ensure the proper care and cleanup of the snack bar, restrooms, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and ACYB representatives to ensure that all areas and CITY owned equipment have been properly cared for and cleaned up. All non CITY owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by ACYB shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.

- n. To conform to all safety and health regulations and maintain all CITY-installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- o. To be responsible for all costs due to lost or stolen keys.
- p. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- q. ACYB agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property. ACYB shall furnish & supply personnel to conduct and supervise the Youth Baseball activities on the premises.
- r. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- s. To provide CITY with participant rosters, practice and game schedules.
- t. To provide CITY with financial statements upon request for audit purposes.
- u. To designate one individual as the ACYB's representative to work with the CITY's representative.
- v. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which ACYB had knowledge.
- w. It is agreed that ACYB may use said baseball fields from September 17, 2013, through December 21, 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 daylight hours.

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

SECTION 2: CITY hereby agrees as follows:

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

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

APPROVED AND ADOPTED this _____ day of _____, 2013.

LEAGUE:

ALL CITIES YOUTH BASEBALL

CITY:

CITY OF MONTCLAIR

President

Paul M. Eaton
Mayor

Secretary

ATTEST:

Yvonne L. Smith
Deputy City Clerk

CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES

SEPTEMBER 2013

<i>After Hours Emergency - Call Montclair PD</i>	<i>Montclair Police Dept.</i>	<i>Contact</i>	<i>(909) 621-4771</i>
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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. 13-3009 URGING THE GOVERNOR TO
VETO SB 313 (DE LEÓN) – PUBLIC SAFETY
OFFICERS PROCEDURAL BILL OF RIGHTS
ACT

DATE: September 16, 2013
SECTION: RESOLUTIONS
ITEM NO.: 1
FILE I.D.: STG200
DEPT.: CITY MGR.

REASON FOR CONSIDERATION: Earlier this year, California State Senator Kevin de León introduced Senate Bill 313 – Public Safety Officers Procedural Bill of Rights Act to prohibit any punitive action, or denial of promotion on grounds other than merit, to be undertaken by any public agency against any public safety officer, as defined, without providing the officer with specified administrative procedural protections including, but not limited to, the officer's right to inspect his or her own personnel file and an opportunity for the officer to file an administrative appeal under certain conditions.

A copy of proposed Resolution No. 13-3009 urging Governor Brown to veto SB 313 is attached for the City Council's review and consideration.

BACKGROUND: In *Brady v. Maryland* (1963), the U.S. Supreme Court held that withholding exculpatory evidence violates due process "where the evidence is material either to guilt or to punishment." Courts have interpreted this to mean that prosecutors are required to disclose to the defense evidence favorable to a defendant that is either exculpatory or impeaching and is material to either guilt or punishment. In recent years, several district attorneys and public defenders have established "Brady lists" containing the names of public safety officers whom they believe have committed some act that, when presented to a jury, might be used for impeachment purposes or as exculpatory evidence in criminal trials.

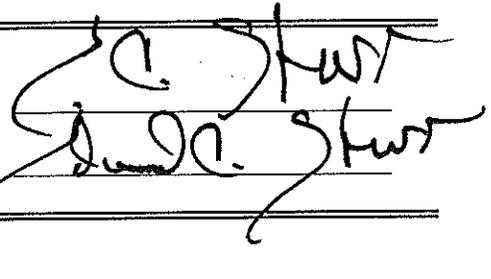
Current law requires state and local prosecutors maintain a Brady list consisting of public safety officer names identified by the department as untrustworthy or dishonest. In some circumstances, such officers have engaged in lying in an official capacity or similar acts, such as unethical behavior, that can tarnish an officer's credibility. *Brady v. Maryland* imposes on prosecutors a duty to disclose to the defendant material evidence that would be favorable to the accused.

If a prosecutor is aware of misconduct, past or present, on the part of a public safety officer who may be called as a witness in a case, and that misconduct could discredit or "impeach" the officer's testimony, the prosecutor has an obligation to turn that evidence over to the defendant. Impeachment evidence is exculpatory evidence within the meaning of Brady.

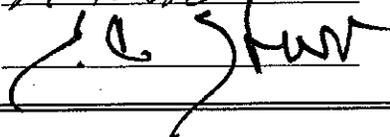
Prepared by:



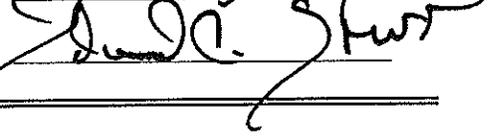
Reviewed and
Approved by:



Proofed by:



Presented by:



According to the author of SB 313, the Public Safety Officers Procedural Bill of Rights Act provides a set of rights and procedural protections to specified public safety officers in an attempt to protect public safety officers from unwarranted personnel action at the whim of prosecutors, district attorneys, public defenders, and city and public agency administrators.

Key Elements of SB 313

- Would prohibit any punitive action, or denial of promotion on grounds other than merit, against a public safety officer, as defined, without providing the officer with specified administrative procedural protections including, but not limited to, the officer's right to inspect his or her own personnel file and an opportunity for the officer to file an administrative appeal under certain conditions.
- Would prohibit a public agency from taking punitive action, or denying promotion on grounds other than merit, against a public safety officer because the officer's name was placed on a "Brady list."
- Would prohibit the introduction of any evidence in an administrative appeal of a punitive action that the officer's name was placed on a "Brady list."
- Would prohibit the reassignment of any public safety officer placed on a "Brady list" to other departmental functions because any change in position could be considered punitive action.
- Would define "Brady list" to mean "any system, index, list, or other record containing the names of peace officers whose personnel files are likely to contain evidence of dishonesty or bias that is maintained by a prosecutorial agency or office in accordance with the holding in *Brady v. Maryland*."

SB 313 creates a dangerous public safety precedent in that it prevents cities and public agencies from replacing or reprimanding public safety officers who have been placed on Brady lists. The bill ties the hands of cities and public agencies from taking appropriate personnel actions against public safety officers for the underlying action that resulted in that officer being placed on the Brady list because cities and public agencies would be required to prove that punitive action is not related to the existence of a Brady list.

Once a public safety officer has engaged in misconduct that requires law enforcement agencies and/or district attorneys' offices to make disclosures under *Brady v. Maryland*, the ability of that officer to serve a department is compromised. A public safety officer may no longer be allowed to testify in court because doing so could subject a criminal case to reversal or subject an agency to civil liability if a wrongful conviction occurs.

Cities and public agencies need the authority to appropriately manage their workforces in order to maintain trust and confidence from the communities they serve. Public safety officers are sufficiently protected by the Public Safety Officers Procedural Bill of Rights, and SB 313 is far too restrictive and inappropriately ties the hands of cities and public agencies to make personnel decisions.

FISCAL IMPACT: Adoption of proposed Resolution No. 13-3009 would produce no fiscal impact to the General Fund; however, if SB 313 were to be adopted, it would severely tie the hands of cities and public agencies from taking appropriate personnel actions against public safety officers for the underlying action that resulted in that officer being placed on the Brady list.

It is foreseeable that the effect of this bill would be that in many instances where an adverse employment action is taken against a public safety officer for misconduct that has been clearly established (e.g. a criminal conviction), the employee could claim the action was based on the concomitant fact that the misconduct is subject to disclosure under *Brady v. Maryland*. It is not clear how the employer could prove otherwise. By making it more difficult for cities and public agencies to terminate officers whose testimony may be impeached with their own acts of misconduct, the end result could be that prosecutors will have a harder time obtaining convictions in cases involving those officers or may decline to even file charges in such cases.

Another foreseeable effect could be that cities and public agencies would be forced to retain officers whose misconduct has subjected the city or public agency to liability and could do so again in the future. Because that misconduct may be subject to disclosure under *Brady v. Maryland*, any attempt by a city or public agency to terminate the officer, or even reclassify the officer, could be challenged on the grounds that it was not the misconduct that motivated the disciplinary action but the fact that it would be subject to disclosure under *Brady v. Maryland*. As a result, cities and public agencies would be put in the near impossible position of having to establish that the reason for taking disciplinary action against a public safety officer is because of the officer's misconduct but not based on the fact that that misconduct is subject to disclosure under *Brady v. Maryland*.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 13-3009 urging the Governor to veto SB 313 (de León) - Public Safety Officers Procedural Bill of Rights Act.

RESOLUTION NO. 13-3009

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MONTCLAIR URGING THE GOVERNOR
TO VETO SB 313 (DE LEÓN) PUBLIC SAFETY
OFFICERS PROCEDURAL BILL OF RIGHTS ACT**

WHEREAS, California State Senate Bill 313 (SB 313) would prohibit any punitive action, or denial of promotion on grounds other than merit, to be undertaken by any public agency against any public safety officer, as defined, without providing the officer with specified administrative procedural protections including, but not limited to, the officer's right to inspect his or her own personnel file and an opportunity for the officer to file an administrative appeal under certain conditions; and

WHEREAS, SB 313 would prohibit a public agency from taking punitive action, or denying promotion on grounds other than merit, against a public safety officer because the officer's name was placed on a Brady list; and

WHEREAS, SB 313 would define Brady list to mean "any system, index, list, or other record containing the names of peace officers whose personnel files are likely to contain evidence of dishonesty or bias that is maintained by a prosecutorial agency or office in accordance with the holding in *Brady v. Maryland* (1963); and

WHEREAS, SB 313 would prohibit the introduction of any evidence in an administrative appeal of a punitive action that the officer's name was placed on a Brady list; and

WHEREAS, SB 313 would prohibit the reassignment of any public safety officer placed on a Brady list to other departmental functions because any change position could be considered punitive action; and

WHEREAS, SB 313 would severely tie the hands of cities and public agencies from taking appropriate personnel actions against public safety officers for the underlying action that resulted in that officer being placed on the Brady list because cities and public agencies will be required to prove that punitive action is not related to the existence of a Brady list.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby urge the Governor to veto SB 313 (de León) Public Safety Officers Procedural Bill of Rights Act.

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. 13-3009 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 CITY COUNCIL, ACTING AS SUCCESSOR TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY BOARD OF DIRECTORS, ADOPTION OF RESOLUTION NO. 13-08 ADOPTING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR JANUARY 1, 2014, THROUGH JUNE 30, 2014, AND AUTHORIZING CERTAIN OTHER ACTIONS PURSUANT TO SECTION 34177 OF PART 1.85 OF THE HEALTH AND SAFETY CODE

DATE: September 16, 2013
SECTION: RESOLUTIONS
ITEM NO.: 2
FILE I.D.: RDA050
DEPT.: SUCCESSOR RDA

REASON FOR CONSIDERATION: AB 1484 was adopted by the State Legislature and signed by the Governor on June 29, 2012. This legislation is considered a cleanup bill to the Redevelopment Dissolution Bill legislation, AB X1 26. AB 1484 advanced the time for submittal of the Recognized Obligation Payment Schedules (ROPS). The ROPS must be approved by the Oversight Board and sent to the Department of Finance (DOF) and the County Auditor–Controller no fewer than 90 days before the date of property tax distribution. The ROPS for the period from January 1, 2014, through June 30, 2014, was approved by the Oversight Board on September 11, 2013.

Unfortunately, the ROPS was not completed in time for review by the Successor Agency at its meeting on September 3, 2013. The City Council, acting as the successor to the City of Montclair Redevelopment Agency, is therefore requested to adopt proposed Resolution No. 13–08 approving the ROPS and the Administrative Budget for the period from January 1, 2014, through June 30, 2014. A copy of the ROPS is included in the agenda packets for review and consideration by the Successor Agency Board Members.

BACKGROUND: AB X1 26 added Parts 1.8 and 1.85 to Division 24 of the Health and Safety Code that caused the dissolution of all California redevelopment agencies. The California Supreme Court's decision in *California Redevelopment Association, et al., v. Matosantos* upheld AB X1 26. On January 12, 2012, the City Council elected to become the "Successor Agency" to the City of Montclair Redevelopment Agency. On February 1, 2012, the Agency was dissolved and the City began to serve as the Successor Agency. As a successor agency, the City is required to administer the enforceable obligations of the Agency and unwind the Agency's affairs, all subject to review and approval by the Oversight Board. Prior to its dissolution and pursuant to Part 1.8, the Agency adopted an original and an amended enforceable obligation payment schedule ("EOPS") and an initial recognized payment schedule ("IROPS") for transmittal to the City (serving as Successor Agency), to the County Auditor–Controller, to the Department of Finance, and to the State Controller's Office.

Prepared by: M. STAATS
Proofed by: [Signature]

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

On February 21, 2012, the City Council, acting as Successor Agency to the Redevelopment Agency, adopted the initial Recognized Obligation Payment Schedule. The ROPS sets forth the minimum payment amounts and due dates of payments required by enforceable obligations for each six-month fiscal period. The first ROPS concerned the period from January 1, 2012, through June 30, 2012. The second ROPS setting forth the obligations of the former Redevelopment Agency for the period from July 1, 2012, through December 31, 2012, was approved by the Successor Agency Board of Directors on May 7, 2012. The third ROPS for the period from January 1, 2013, through June 30, 2013, was approved by the Successor Agency on August 20, 2012. The fourth ROPS for the period from July 1, 2013, through December 31, 2013, was approved by the Successor Agency Board of Directors on March 18, 2013.

The date for submittal of the fifth ROPS covering the period from January 1, 2014, through June 30, 2014, is October 1, 2013. This ROPS was approved by the Oversight Board on September 11, 2013. Adoption of Resolution No. 13-03 by the Successor Agency Board of Directors would approve the ROPS for the first half of 2014.

FISCAL IMPACT: The purpose of the ROPS is to identify payments that must be made to satisfy former Redevelopment Agency obligations from January 1, 2014, through June 30, 2014. The City of Montclair became the Successor Agency to assure payments would be made to satisfy former Redevelopment Agency obligations. The action to adopt proposed Resolution No. 13-08 is a part of the process to allow the Successor Agency to receive property tax proceeds (once tax increment) to finance obligations associated with the former Redevelopment Agency. The ROPS requests the use of \$250,000 in administrative costs. However, DOF has final decision making authority regarding all ROPS expenditures.

RECOMMENDATION: Staff recommends the City Council, acting as Successor Agency to the City of Montclair Redevelopment Agency Board of Directors, adopt Resolution No. 13-08 adopting a Recognized Payment Obligation Schedule for January 1, 2014, through June 30, 2014, and authorize certain other actions pursuant to Section 34177 of Part 1.85 of the Health and Safety Code.

RESOLUTION NO. 13-08

A RESOLUTION OF THE CITY OF MONTCLAIR, ACTING AS SUCCESSOR TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY, ADOPTING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR JANUARY 1, 2014, THROUGH JUNE 30, 2014, AND AUTHORIZING CERTAIN OTHER ACTIONS PURSUANT TO SECTION 34177 OF PART 1.85 OF THE HEALTH AND SAFETY CODE

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

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

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

WHEREAS, Parts 1.8 and 1.85 of Division 24 of the Health and Safety Code were added to the CRL by AB X1 26, which laws caused the dissolution and wind down of all redevelopment agencies ("Dissolution Act"); and

WHEREAS, on December 29, 2011, in the petition *California Redevelopment Association, et al., v. Matosantos*, Case No. S194861, the California Supreme Court upheld the Dissolution Act and thereby all redevelopment agencies in California were dissolved as of and on February 1, 2012, under the dates in the Dissolution Act that were reformed and extended thereby ("Supreme Court Decision"); and

WHEREAS, the Agency is now a dissolved community redevelopment agency pursuant to the Dissolution Act; and

WHEREAS, by a Resolution considered and approved by the City Council at an open public meeting, the City chose to become and serve as the "Successor Agency" to the dissolved Agency under the Dissolution Act; and

WHEREAS, as of and after February 1, 2012, and as the "Successor Agency," the City will perform its functions as the successor agency under the Dissolution Act to administer the enforceable obligations of the Agency and otherwise unwind the Agency's affairs, all subject to the review and approval by a seven-member Oversight Board formed thereunder; and

WHEREAS, under Part 1.8 of the Dissolution Act, the Agency, prior to its dissolution, adopted an original and an amended enforceable obligation payment schedules ("EOPS") and authorized the City Manager or authorized designee to augment or modify the EOPS and transmitted the EOPS to the City (to be serving as Successor Agency) and to the County Auditor–Controller, the Department of Finance, and the State Controller's Office; and

WHEREAS, under Part 1.8 of the Dissolution Act, the Agency, prior to its dissolution, adopted an initial recognized payment schedule ("IROPS") and authorized the City Manager or authorized designee to augment or modify the IROPS and transmitted such IROPS to the City (to be serving as Successor Agency) and to the County Auditor–Controller, the Department of Finance and the State Controller's Office the City, serving as Successor Agency; and

WHEREAS, pursuant Part 1.85 of the Dissolution Act, Section 34171(g), a "Recognized Obligation Payment Schedule" means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each six-month fiscal period as provided in subdivision (m) of Section 34177; and

WHEREAS, pursuant to the dates in the Dissolution Act, Section 34177(k), as reformed by the Supreme Court Decision, every successor agency was required to consider and adopt a Recognized Obligation Payment Schedule (ROPS) by March 1, 2012; and

WHEREAS, the City as Successor Agency prepared its second ROPS for the period from July 1, 2012, through December 31, 2012, which was approved by the Successor Agency on May 7, 2012, for submittal to the State on May 15, 2012; and

WHEREAS, the State Legislature adopted AB 1484 which was signed by the Governor on June 29, 2012, and the State changed the date of submittal of the third ROPS from October 1, 2012, to September 1, 2012; and

WHEREAS, the City as Successor Agency prepared its third ROPS that was approved by the Successor Agency on August 20, 2013; and

WHEREAS, the Oversight Board to the former City of Montclair Redevelopment Agency approved the ROPS for the period from July 1, 2013 through December 31, 2013 on February 28, 2013 and ordered its submittal to the Department of Finance and County Auditor–Controller's Office; and

WHEREAS, the fourth ROPS was approved by the City as Successor Agency on March 18, 2013; and

WHEREAS, the Oversight Board to the former City of Montclair Redevelopment Agency approved the ROPS for the period from January 1, 2014 through June 30, 2014

on September 11, 2014 and ordered its submittal to the Department of Finance and County Auditor–Controller's Office; and

WHEREAS, by this Resolution, the City Council, serving as and on behalf of the Successor Agency, approves ROPS 13-14B; and

WHEREAS, pursuant to Section 34177 a copy of the ROPS has been submitted to the County Auditor–Controller for review and certification, as to its accuracy, by an external auditor designated pursuant to Section 34182; and

WHEREAS, pursuant to Section 34177 a copy of the ROPS has been submitted to the State Controller's Office and the Department of Finance and has been posted on the Successor Agency's Internet Web site.

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

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

Section 2. The ROPS for the period from January 1, 2014, through June 30, 2014, is approved together with such augmentation, modification, additions, or revisions as the City Manager or authorized designees may make thereto.

Section 3. The City Council, acting as Successor to Board of Directors of the City of Montclair Redevelopment Agency acknowledges that the ROPS was transmitted to the County Auditor–Controller, the State Controller's Office, and the Department of Finance; and further, was posted on the City's website.

Section 4. This Resolution shall be effective immediately upon adoption.

Section 5. The Deputy City Clerk acting as Successor to the Agency Secretary shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this XX day of XX, 2013.

Mayor, Acting as Successor to the
Chairman of the City of Montclair
Redevelopment Agency

ATTEST:

Deputy City Clerk, Acting as Successor to
the Secretary of the City of Montclair
Redevelopment Agency

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, acting as Successor to the Secretary of the City of Montclair Redevelopment Agency, DO HEREBY CERTIFY that Resolution No. 13-08 was duly adopted by the City Council acting as Successor to the Redevelopment Agency Board of Directors 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, Deputy City Clerk,
Acting as Successor to the Secretary of
the City of Montclair Redevelopment Agency

Recognized Obligation Payment Schedule (ROPS 13-14B) - Summary

Filed for the January 1, 2014 through June 30, 2014 Period

Name of Successor Agency: Montclair
 Name of County: San Bernardino

Current Period Requested Funding for Outstanding Debt or Obligation		Six-Month Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding		
A	Sources (B+C+D):	
B	Bond Proceeds Funding (ROPS Detail)	\$ 129,196
C	Reserve Balance Funding (ROPS Detail)	129,196
D	Other Funding (ROPS Detail)	-
E	Enforceable Obligations Funded with RPTTF Funding (F+G):	\$ 3,906,463
F	Non-Administrative Costs (ROPS Detail)	3,906,463
G	Administrative Costs (ROPS Detail)	-
H	Current Period Enforceable Obligations (A+E):	\$ 4,035,659

Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding	
I	Enforceable Obligations funded with RPTTF (E):
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column U)
K	Adjusted Current Period RPTTF Requested Funding (I-J)
	3,906,463
	\$ 3,906,463

County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding	
L	Enforceable Obligations funded with RPTTF (E)
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AB)
N	Adjusted Current Period RPTTF Requested Funding (L-M)
	3,906,463
	\$ 3,906,463

Certification of Oversight Board Chairman:
 Pursuant to Section 34177(m) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

Bill Ruh Chairman
 Name Title
 /s/ Signature Date

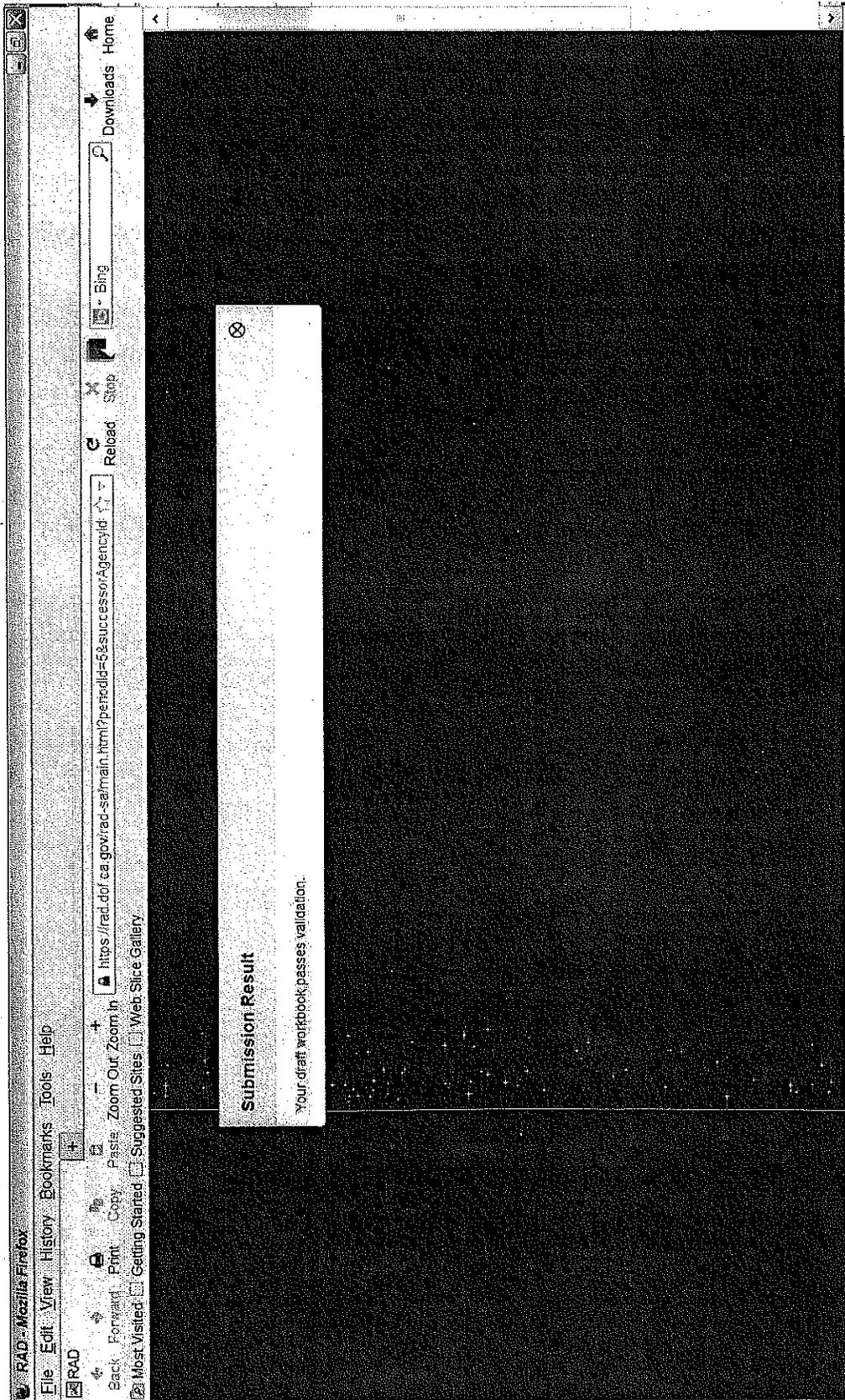
Recognized Obligation Payment Schedule (ROPS) 13-14B - Report of Fund Balances
(Report Amounts in Whole Dollars)

A	B	Fund Sources										K	
		C	D	E	F	G	H	I	J	Total			
		Bond Proceeds		Reserve Balance		Other		RPTTF					
	Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Due Diligence Review balances retained for approved enforceable obligations	RPTTF balances retained for bond reserves	Rent, Grants, Interest, Etc. (See Note Under Comments Heading)	Non-Admin	Admin				Comments		
Fund Balance Information by ROPS Period													
ROPS III Actuals (01/01/13 - 6/30/13)													
1	Beginning Available Fund Balance (Actual 01/01/13) Note that for the RPTTF, 1 + 2 should tie to columns L and Q in the Report of Prior Period Adjustments (PPAs)	18,128,386		249,408								\$18,376,794	Bond proceeds equals \$14,164,573 unexpended and \$3,963,812 with trustee. Due Diligence Review balances are available amounts after DDR payments.
2	Revenue/Income (Actual 06/30/13) Note that the RPTTF amounts should tie to the ROPS III distributions from the County Auditor-Controller									3,926,065	443,235	\$ 4,369,300	RPTTF receipts were ROPS III of \$1,240,282 for non-admin and \$193,235 of admin. received January 2013 and ROPS 13-14A of \$2,685,783 for non-admin and \$250,000 of admin. received June 2013. ROPS 13-14A amount was included to balance with 6/30/13 accounting and reporting records.
3	Expenditures for ROPS III Enforceable Obligations (Actual 06/30/13) Note that for the RPTTF, 3 + 4 should tie to columns N and S in the Report of PPAs	36		119,237						1,240,282	193,235	\$ 1,552,790	Expenditures from Reserves and RPTTF agree with Prior Period Adjustment Form.
4	Retention of Available Fund Balance (Actual 06/30/13) Note that the Non-Admin RPTTF amount should only include the retention of reserves for debt service approved in ROPS III											\$ -	
5	ROPS III RPTTF Prior Period Adjustment Note that the net Non-Admin and Admin RPTTF amounts should tie to columns O and T in the Report of PPAs.											\$ -	
6	Ending Actual Available Fund Balance (1 + 2 - 3 - 4 - 5)	\$ 18,128,350	\$ -	\$ 129,171	\$ -	\$ -	\$ 2,685,783	\$ 250,000	\$ 21,193,304				Balance of bond proceeds represents \$14,164,573 of pre 2011 proceeds for projects and \$3,963,777 of trustee held restricted amounts.
ROPS 13-14A Estimate (07/01/13 - 12/31/13)													
7	Beginning Available Fund Balance (Actual 07/01/13) (C, D, E, G, and I = 4 + 6, F = H4 + E6, and H = 5 + 6)	\$ 18,128,350	\$ -	\$ 129,171	\$ -	\$ -	\$ 2,685,783	\$ 250,000	\$ 21,193,304				Agrees with general ledger as of 6/30/13 and 7/1/13.
8	Revenue/Income (Estimate 12/31/13) Note that the RPTTF amounts should tie to the ROPS 13-14A distributions from the County Auditor-Controller			25								\$ 25	
9	Expenditures for 13-14A Enforceable Obligations (Estimate 12/31/13)						2,685,783	250,000	\$ 2,935,783				Obligated for administrative costs in excess of administrative cost allowance in accordance with HS Code §34171(b) as reserve utilization is allowed.
10	Retention of Available Fund Balance (Estimate 12/31/13) Note that the RPTTF amounts may include the retention of reserves for debt service approved in ROPS 13-14A			129,196					\$ 129,196			\$ 129,196	Bond amounts held with Trustee are included but those amounts are not under control of the Agency and must be used as bond issues specify.
11	Ending Estimated Available Fund Balance (7 + 8 - 9 - 10)	\$ 18,128,350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,128,350				

Recognized Obligation Payment Schedule 13-14B - Notes

January 1, 2014 through June 30, 2014

Item #	Notes/Comments
1 - 7	<p>Bond Pledged Revenues - For bond issues, tax increment is pledged entirely for the bond debt service until the amount due during the bond year is received. Therefore, the amount claimed represent the amounts due during the bond year and those amounts should be allocated to satisfy that pledge prior to monies being swept to the taxing entities.</p>
43	<p>Reimbursement Agreement - City Agreement Number 12-49 was executed between the City of Montclair and the City of Montclair as Successor Agency for the City of Montclair Redevelopment Agency as of February 1, 2012 and it covers use of City personnel and resources by the Successor Agency. It was approved by the Oversight Board at its June 3, 2012 meeting. It has been the practice, since the inception of the Successor Agency, to reimburse the City, for costs associated with its operations in accordance with this agreement. However, for EOPS and ROPS reporting that practice has not been previously recognized. In preparing those, the practice of detailing administrative cost items has been used; however, they all were incurred and reimbursed in connection with this agreement. In order to conform the ROPS reporting to the actual operations of the Successor Agency and simplify the reporting, we are reporting administrative costs under the reimbursement agreement as a single line item. This approach has been discussed with DOF and they indicated that it could be utilized. The approved DOF totals have been maintained and are reported in conformance with the approved ROPS III amounts on the Prior Period Adjustment Form.</p> <p>Total obligation amount has been estimated at 250,000 to ending year of longest bond issue outstanding.</p>
10, 12, 14-15, 23 42, 44	<p>As discussed below, dates for some obligations for contract effective and termination purposes are arbitrary and put in as specified in the instructions or to pass validation checks only. These are as follows:</p> <p>These professional and legal services do not have formal termination dates. Therefore, in accordance with the ROPS instructions, the termination date has been entered as the ending date of the ROPS period.</p>
43	<p>In accordance with the ROPS instructions as this is an administrative cost reimbursement agreement the termination date utilized is the ending date of the ROPS period.</p>



AGENDA REPORT

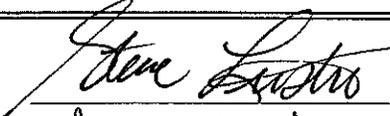
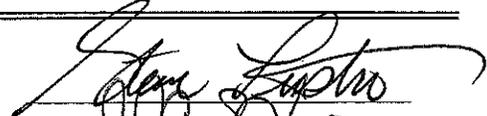
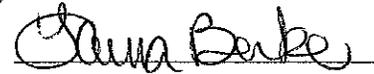
SUBJECT: RESPONSE TO CITY COUNCIL INQUIRY REGARDING CONSIDERATION OF ORDINANCE NO. 13-935 AMENDING CHAPTERS 11.22, 11.78, AND 11.90 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO DEVELOPMENT STANDARDS AND REQUIREMENTS IN THE R-3 (RESIDENTIAL MEDIUM-HIGH DENSITY) ZONING DISTRICT	DATE: September 16, 2013 SECTION: RESPONSE ITEM NO.: A FILE I.D.: GPL250 DEPT.: COMMUNITY DEV.
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REASON FOR CONSIDERATION: During the "Communications" portion of the City Council meeting of August 19, 2013, Council Member Dutrey requested a "legislative" version of proposed amendments to the Montclair Municipal Code.

BACKGROUND: At the City Council meeting of August 19, 2013, Agenda Item VII(A) related to the above-captioned subject, along with consideration of Resolution No. 13-2996, a General Plan amendment to the Land Use Element, was removed from the Council agenda.

The proposed Zoning Code amendments constituting this agenda item were prepared to comply with 3 of the 25 Policy Actions specified by the State of California Housing and Community Development Department (HCD) as conditions of its approval of the City's 2006-2014 Housing Element update. These Policy Actions are required to be undertaken by the City to successfully implement the adopted Housing Element. While many of the revisions to the development standards for the R-3 (Multiple-Family Residential) Zone are significant, their implementation would bring the City's Housing Element into compliance with the requirements imposed by HCD and, in staff's opinion, would raise the bar for multifamily residential development standards in Montclair. The proposed revisions to the R-3 standards are not only based on practical knowledge as to the problematic standards applied to multifamily development constructed in Montclair in the 1960s and 1970s but also on the Council's concerns expressed over the past several years related to parking, adequate amenities, and professional property management of multifamily properties.

While staff often includes a "legislative" version of proposed code changes as part of an agenda item, staff made a conscious decision not to provide it for this item because of the extent of the code amendment; instead, a summary of the major changes proposed was provided in the body of the agenda report. Rather than simply minor text changes, entire sections of Chapters 11.22 and 11.90 are proposed to be repealed and replaced in their entirety, not only to comply with the Policy Program implementation measures outlined by HCD but also to eliminate outdated language and bring the subject code sections up to contemporary standards. In response to the request from City Council, however, staff has prepared and included the legislative version of the proposed code amendment as an attachment (Exhibit "A") to this agenda report. An excerpt from the August 19 agenda report containing the summary of the code amendments is attached as Exhibit "B."

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

A Council workshop has been scheduled for Monday, October 21, 2013, at 5:45 p.m., at which time a representative from RBF Consulting will make a presentation to the Council explaining the significance of the proposed code amendments and the consequences for not complying with the Policy Actions outlined in the adopted Housing Element. RBF Consulting prepared the City's 2006-2014 Housing Element update and is currently working on the 2014-2021 update.

FISCAL IMPACT: The City Council's acceptance of this report would create no fiscal impact on the City's General Fund.

RECOMMENDATION: Staff recommends the City Council receive and file this report. If so desired, it is recommended that Council Members retain attached Exhibit "A" as reference when this item is resubmitted to the City Council for its consideration.

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON TUESDAY,
SEPTEMBER 3, 2013, AT 7:40 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 7:40 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
August 19, 2013.**

Moved by City Manager Starr, seconded by Council Member Raft,
and carried unanimously to approve the minutes of the Personnel
Committee meeting of August 19, 2013.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

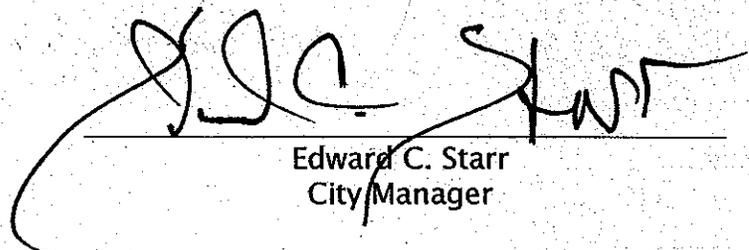
At 7:41 p.m., the Personnel Committee went into Closed Session
regarding personnel matters related to appointments, resignations/
terminations, and evaluations of employee performance.

At 7:59 p.m., the Personnel Committee returned from Closed Session.
Mayor Eaton stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 7:59 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

August 31, 2013

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STATEMENT OF CASH AND INVESTMENT ACCOUNTS

GRAPH

CASH AND INVESTMENTS BY ACCOUNT

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

August 31, 2013

COMPLIANCE STATEMENT

As of August 31, 2013, the City had \$10,060,141 invested in various financial instruments. This conforms with the investment policy approved by the City Council.

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


Janet Kulbeck
Accountant

INVESTMENT STRATEGY FOR THE MONTH OF SEPTEMBER 2013

During September surplus moneys will be invested in the Local Agency Investment Fund and other investments authorized in the Investment Policy. The City has sufficient funds available to meet expenditures during the six month period ending February 28, 2014.

CITY OF MONTCLAIR
STATEMENT OF CASH AND INVESTMENTS BY FUND
AS OF August 31, 2013

Fund	Beginning Balance	Receipts	Disbursements	Interfund Transfers	Ending Balance
General Fund	(\$2,494,624.29)	\$2,186,162.58	\$3,257,973.89	\$84,376.84	(\$3,482,058.76) (1)
Gas Tax Fund	\$1,231,056.52	\$112,966.08	\$146,129.59	\$0.00	\$1,197,593.01
Measure 1 Fund	\$1,228,707.60	\$49,750.14	\$0.00	(\$114,928.54)	\$1,163,529.20
Traffic Safety Fund	\$57,873.70	\$10,781.95	\$0.00	\$0.00	\$68,655.65
Disability Access Fee Fund	\$1,521.00	\$202.00	\$0.00	\$0.00	\$1,723.00
Park Development Fund	\$468,980.99	\$18,561.32	\$79.23	\$0.00	\$487,463.08
C.D.B.G. Fund	\$298,039.23	\$8,272.80	\$9,930.53	\$0.00	\$66,342.72
Air Quality Improvement Trust Fund	\$114,633.96	\$13,441.24	\$1,867.52	(\$230,038.78)	\$126,207.68
Senior Nutrition Fund	(\$3,488.34)	\$4,623.81	\$19,878.23	\$0.00	(\$18,742.76) (2)
Forfeiture Fund - State	\$37,611.04	\$26,933.27	\$28,896.48	\$0.00	\$34,647.83
Prop 30 / SB 109	\$38,155.34	\$0.00	\$0.00	\$0.00	\$38,155.34
SB 509 Public Safety Fund	\$28,335.50	\$27,030.00	\$78,366.00	(\$39,021.15)	(\$62,021.65) (2)
Forfeiture Fund - Federal	\$24,941.09	\$0.00	\$0.00	\$0.00	\$24,941.09
Section 11489 Subfund	\$42,245.57	\$0.00	\$0.00	\$0.00	\$42,245.57
Federal Forfeiture Fund - Treasury	\$863.24	\$0.00	\$0.00	\$0.00	\$863.24
School District Grant Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
State Supplemental Law Enforcement Fund	\$212,810.29	\$10.00	(\$50.00)	\$0.00	\$212,870.29
Local Law Enforcement/Block Grant	\$8,219.56	\$0.00	\$0.00	(\$3,962.37)	\$4,257.19
Crime Prevention Fund	\$10,170.66	\$35.51	\$0.00	\$0.00	\$10,206.17
Recycling Grant	\$32,988.91	\$56.25	\$52.00	\$0.00	\$32,993.16
After School Program Fund	\$44,575.54	\$2,255.60	\$142,279.52	\$0.00	(\$95,448.38) (2)
Champions for Change Grant Fund	(\$34,402.25)	\$0.00	\$2,569.27	\$0.00	(\$36,971.52) (2)
First 5 Grant Fund	\$35,106.65	\$35,184.56	\$12,311.04	\$0.00	\$57,980.17
Safety Department Grants	(\$15,991.95)	\$0.00	\$0.00	\$0.00	(\$15,991.95) (2)
OMSD Immunization Grant	\$17,385.71	\$613.85	\$5,900.78	\$0.00	\$12,098.78
Mt. Baldy United Way Grant	\$6,538.78	\$0.00	\$67.19	\$0.00	\$6,471.59
Kaiser Permanente Grant	\$14,175.00	\$10,000.00	\$0.00	\$0.00	\$24,175.00
OMSD Resource Center Grant	\$1,412.42	\$0.00	\$408.59	\$0.00	\$1,003.83
Title IIIB Senior Support Services Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Community Foundation Grant	\$10,000.00	\$0.00	\$21.81	\$0.00	\$9,978.19
Paramedic Fund	(\$413,074.35)	\$10,901.91	\$47,956.95	\$0.00	(\$450,129.39) (4)
Economic Development	\$3,221,073.11	\$0.00	\$11,194.63	\$0.00	\$3,209,878.48
2005 lease Revenue Bond Debt Service	(\$151,957.27)	\$179,000.00	\$0.00	\$0.00	\$27,042.73 (3)
Sewer Maintenance Fund	\$877,279.76	\$263,767.24	\$240,026.36	(\$296,614.00)	\$604,406.64
Sewer Replacement Fund	\$950,289.20	\$0.00	\$0.00	\$0.00	\$950,289.20
Inland Empire Utility Agency Fund	\$2,746,960.91	\$44,153.73	\$0.00	\$0.00	\$2,791,114.64
Sewer Expansion Fee	\$16,297.15	\$4,409.20	\$0.00	\$0.00	\$20,706.35
Developer Impact Fees - Local	\$11,649.71	\$7,864.20	\$0.00	\$231,807.40	\$251,321.31
Developer Impact Fees - Region	\$1,148,544.55	\$17,652.60	\$0.00	\$0.00	\$1,166,197.15
Burtec Pavement Impact Fee	\$69,678.56	\$0.00	\$0.00	\$0.00	\$69,678.56
Utility Undergrounding In Lieu	\$46,883.20	\$0.00	\$0.00	\$0.00	\$46,883.20
General Plan Update Fee	\$44,416.40	\$932.80	\$0.00	\$0.00	\$45,349.20
Infrastructure Fund	\$451,516.37	\$27.29	\$357,040.46	\$111,864.84	\$206,366.04
Contingency Fund	\$3,387,175.26	\$0.00	\$0.00	(\$1,364.63)	\$3,385,810.63 (1)
Youth Sponsorship Fund	\$77,753.01	\$0.00	\$0.00	\$0.00	\$77,753.01
Assigned General Fund Reserves	\$6,390,228.29	\$109,979.63	\$28,323.70	\$257,880.39	\$6,729,764.61
TOTALS	\$20,292,635.33	\$3,145,269.56	\$4,392,223.77	\$0.00	\$19,045,581.12

Notes on negative cash balances:

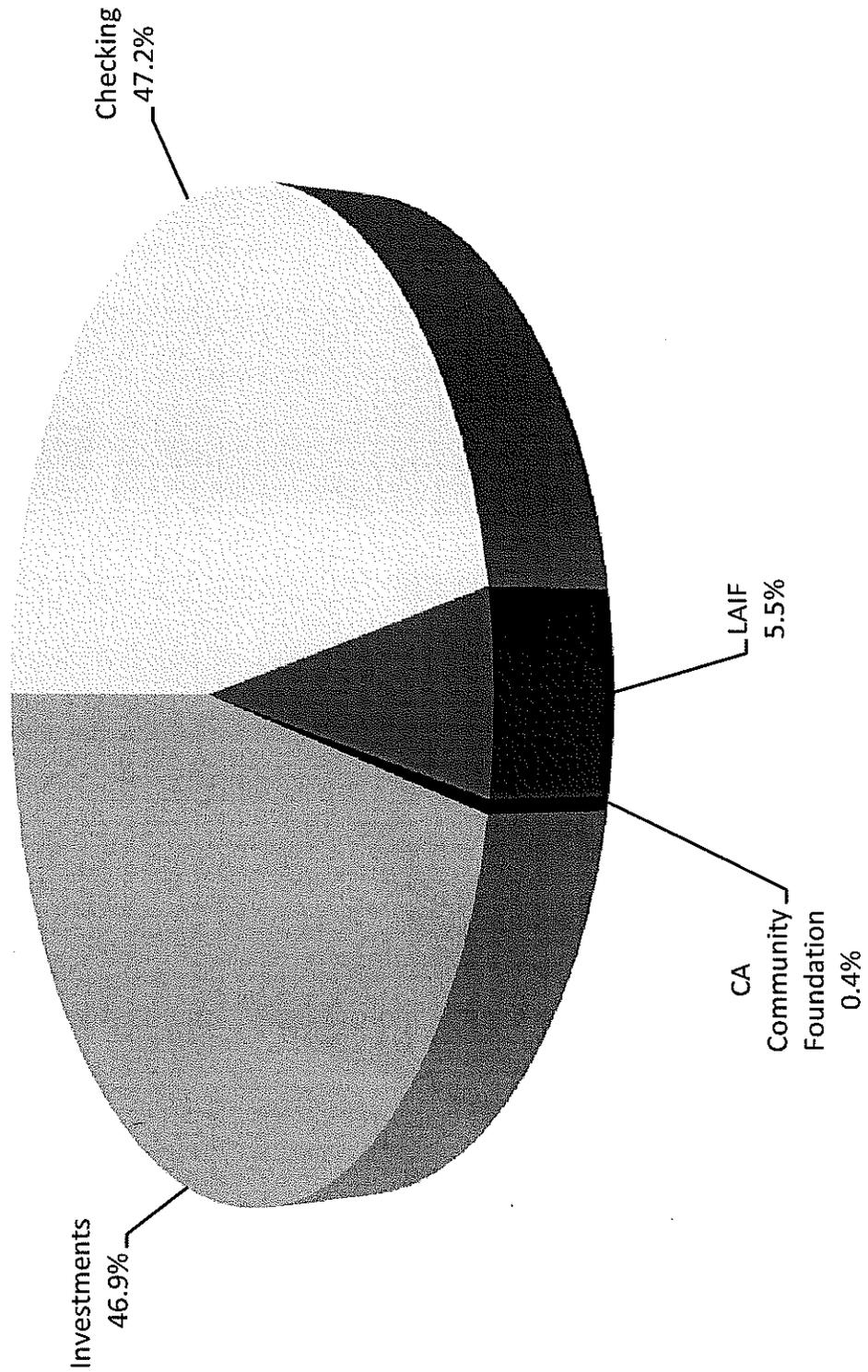
- (1) The General Operational Fund has a negative cash for the majority of the fiscal year awaiting property and sales tax collections. This is covered by the Contingency Fund and other General Fund Reserve Funds until those collections are received. The City is not utilizing restricted resources.
- (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 utilizes transaction and use taxes which are part of the sales tax. These have been fully received for the prior fiscal year and have covered the necessary debt service. This excess will be transferred to the General Fund to reimburse it for prior year usages.
- (4) This fund has 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.

**CITY OF MONTCLAIR
STATEMENT OF CASH AND INVESTMENT ACCOUNTS
AS OF August 31, 2013**

	Par Value	Purchase Date	Maturity Date	Coupon Interest Rate	Current Market Value	Balance at Cost	Totals
CHECKING ACCOUNT							
Checking Account							\$ 8,985,439.66
CASH W/FISCAL AGENT, CD's, LAIF DEPOSITS, AND SHORT-TERM U.S. AGENCY SECURITIES							
CD - Metlife Bank		11/10/10	11/12/13	1.300%	240,000.00	240,000.00	
CD - Ally Bank		11/12/10	11/12/13	1.350%	148,000.00	148,000.00	
Local Agency Investment Fund (LAIF)				0.260%	1,045,049.59	1,045,049.59	
Cash w/California Community Foundation				Unknown	77,753.01	77,753.01	
					\$ 1,510,802.60		\$ 1,510,802.60
U.S. AGENCY SECURITIES (1 to 3 years)							
FAMCA	550,000	04/14/11	2/3/2014	1.340%	552,211.90	549,338.86	
					\$ 552,211.90		\$ 549,338.86
U.S. AGENCY SECURITIES (Over 3 Years)							
FFCB	2,000,000	10/18/12	10/18/17	0.870%	1,963,640.00	2,000,000.00	
FHLB	2,000,000	11/13/12	11/13/17	0.875%	1,946,320.00	2,000,000.00	
FNMA	2,000,000	11/14/12	11/14/17	0.900%	1,948,380.00	2,000,000.00	
FNMA	2,000,000	11/15/12	11/15/17	1.000%	1,955,900.00	2,000,000.00	
					\$ 7,814,240.00		\$ 8,000,000.00
TOTAL							\$ 19,045,581.12

Current market values obtained from First Tennessee Bank.

CITY OF MONTCLAIR
CASH AND INVESTMENTS BY ACCOUNT
August 31, 2013
Total Cash & Investments \$19,045,582



**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
TREASURER'S REPORT**

FOR THE MONTH ENDING

August 31, 2013

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SCHEDULE 2 - STATEMENT OF CASH AND INVESTMENTS

CASH AND INVESTMENTS GRAPH

Schedule 1

**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH AND INVESTMENTS BY FUND
August 31, 2013**

PROJECT AREA NO. I

Low Income	\$ 0.00		
Tax Increment	0.00		
Operating	<u>(8,099.45)</u>	\$	(8,099.45)

PROJECT AREA NO. II

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

PROJECT AREA NO. III

Low Income	\$ 0.00		
Tax Increment	0.00		
Operating	<u>227,104.50</u>	\$	227,104.50

PROJECT AREA NO. IV

Low Income	\$ 0.00		
Tax Increment	0.00		
Operating	<u>11,216.88</u>	\$	11,216.88

PROJECT AREA NO. V

Low Income	\$ 0.00		
Tax Increment	0.00		
Operating	<u>159,999.00</u>	\$	159,999.00

MISSION BLVD JOINT PROJECT

Low-Moderate Housing	\$ 0.00		
Tax Increment	0.00		
Operating	<u>24,740.54</u>	\$	24,740.54

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>	\$	0.00

BOND PROCEED FUNDS

Tax Exempt Bond Proceeds	9,764,010.17		
Taxable Bond Proceeds	4,430,921.08		14,194,931.25

Unreimbursed August payroll liability 63,929.39

TOTAL CASH & INVESTMENTS BY FUND **\$ 14,673,822.11**

**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH AND INVESTMENTS
August 31, 2013**

	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Market Value</u>	<u>Book Value</u>
Checking Account				
Wells Fargo			4,547.46	4,547.46
US Bank			683,009.68	683,009.68
Investments				
LAIF		0.26%	765.42	765.42
Bond proceed funds				
CA State Variable Purpose Refunding	10/01/18	5.00%	1,378,793.50	1,190,000.00
CA State Variable Purpose Refunding	04/01/20	5.00%	3,818,702.95	3,365,000.00
Chabot-Las Positas Comm College	08/01/19	3.00%	1,600,701.00	1,525,000.00
CA State Dept Water Central Valley	12/01/19	3.00%	1,152,259.15	1,085,000.00
Bay Area Toll Authority Refunding SF	04/01/21	5.00%	1,820,385.00	1,575,000.00
CA State Variable Purpose Refunding	02/01/20	4.00%	1,095,700.00	1,000,000.00
LA County Met Transportation Auth	07/01/20	5.00%	2,340,460.00	2,000,000.00
Premium paid on investments (to be recovered upon sale)				2,245,499.55
TOTAL CASH & INVESTMENTS			<u>13,895,324.16</u>	<u>14,673,822.11</u>

NOTE:

Pursuant to the Successor Agency's Investment Policy, all moneys exclusive of bond proceeds which are invested pursuant to the bond indenture, are invested in banks, the Local Agency Investment Fund and securities in accordance with the Investment Policy

The Successor Agency has sufficient funds available to meet expenditures during the six-month period ending February 28, 2014.

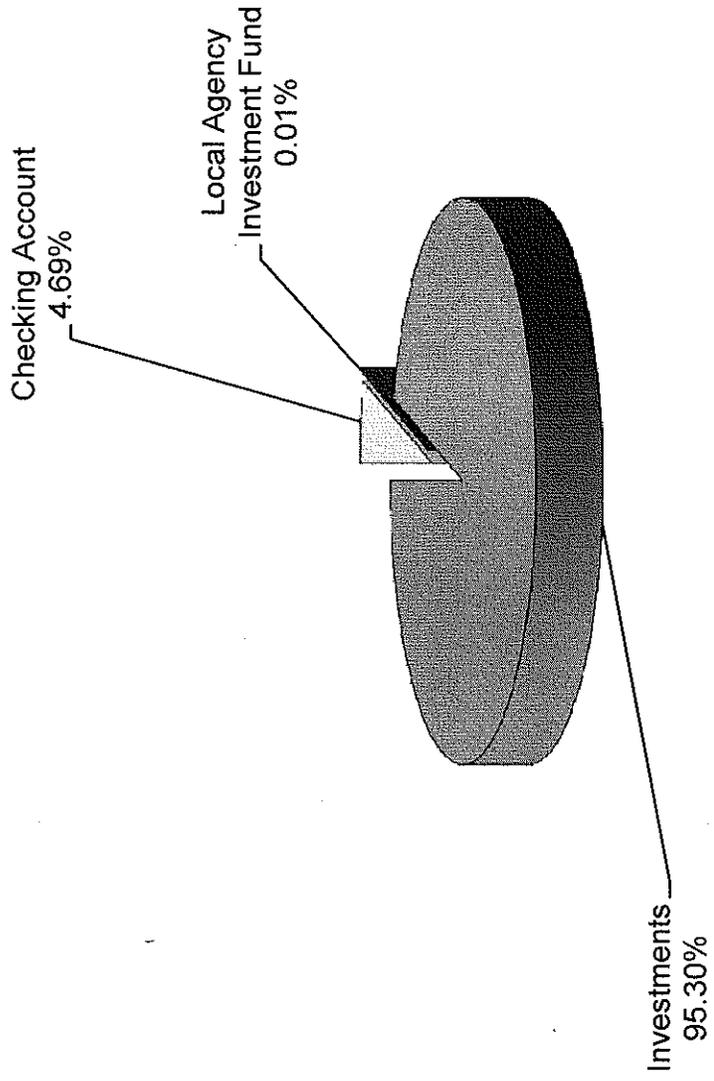
During August, the Successor Agency was in compliance with the internal control procedures set forth in its Investment Policy.



Michael Piotrowski
Finance Supervisor

**CITY OF MONTCLAIR AS SUCCESSOR TO THE REDEVELOPMENT AGENCY
CASH AND INVESTMENTS GRAPH
August 31, 2013**

Total Cash & Investments - \$14,673,822



**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
WARRANT REGISTER**

FOR THE MONTH ENDING

August 31, 2013

City of Montclair
 Final Warrant Register
 Council Date 9/16/13
 Regular Warrants
 Checking Account: Successor to the RDA

	Warrants	Voided Checks	Net US Bank transfers - out (in) ***	Area Totals
Project Area I	0.00	0.00	3,303.80	3,303.80
Project Area II	0.00	0.00	0.00	0.00
Project Area III	655.24	0.00	37,744.26	38,399.50
Project Area IV	0.00	0.00	26,710.25	26,710.25
Project Area V	8,758.40	0.00	37,998.85	46,757.25
Project Area VI - Mission Blvd	0.00	0.00	0.00	0.00
RORF (Redevelopment Obligation Retirement Funds)	0.00	0.00	0.00	0.00
Tax exempt bond proceeds	0.00	0.00	0.00	0.00
Taxable bond proceeds	0.00	0.00	0.00	0.00
	<u>9,413.64</u>	<u>0.00</u>	<u>105,757.16</u>	

August 2013 Total

115,170.80

Note:

US Bank transfers

Transfer out to City to reimburse for May, June, July 2013 payrolls

(105,757.16)

Vice Chairman Ruh

CITY OF MONTCLAIR
FINAL WARRANT REGISTER
COUNCIL DATE: 11/6/13
REGULAR WARRANTS
CHECKING ACCOUNT: SKDA

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
2320	Project Area III Operating Fun	655.24
2520	Project Area V Operating Fund	8,758.40
	Report Total:	9,413.64

Accounts Payable Voucher Register By Vendor Number



User: mpiotrowski
Printed: 09/09/2013 - 1:34 PM

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
008015	Bank005	2520-4319-53230-400	Proj Area V 2006A & 2006B Admin Fees	252-1722525	07/26/2013		08/29/2013	3,360.20	8015
	The Bank of New York Mellon								
008015	Bank005	2520-4319-53230-400	Proj Area V Administrative Fees	252-1722526	07/26/2013		08/29/2013	3,148.20	8015
	The Bank of New York Mellon								
								Voucher: 008015	6,508.40
008016	Bond001	2520-4319-53290-400	Tax alloc bonds 2006B services rendered	41612-9860/0809	08/09/2013		08/29/2013	2,250.00	8016
	Bondlogistix LLC								
								Voucher: 008016	2,250.00
008017	Stra002	2320-4319-53210-400	Charges for period ending 07/31/13	2000470 - July	08/23/2013		08/29/2013	595.00	8017
	Stradling, Yocca, Carlson & Ra								
008017	Stra002	2320-4319-53210-400	Charges for period ending 06/30/13	2000470 - June	07/31/2013		08/29/2013	60.24	8017
	Stradling, Yocca, Carlson & Ra								
								Voucher: 008017	655.24
								Report Total:	9,413.64

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

FOR THE MONTH ENDING

August 31, 2013

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SCHEDULE 1 - STATEMENT OF CASH AND INVESTMENTS

CASH AND INVESTMENTS GRAPH

Schedule 1

CITY OF MONTCLAIR
HOUSING CORPORATION
STATEMENT OF CASH AND INVESTMENTS
August 31, 2013

	<u>Interest Rate</u>	<u>Amount</u>
Checking Account		
Wells Fargo/US Bank		\$ 699,345.24
Investments		
LAIF	0.26%	\$ 1,578,645.61
TOTAL CASH & INVESTMENTS		\$ 2,277,990.85

NOTE:

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

The Corporation has sufficient funds available to meet expenditures during the six-month period ending February 28, 2014.

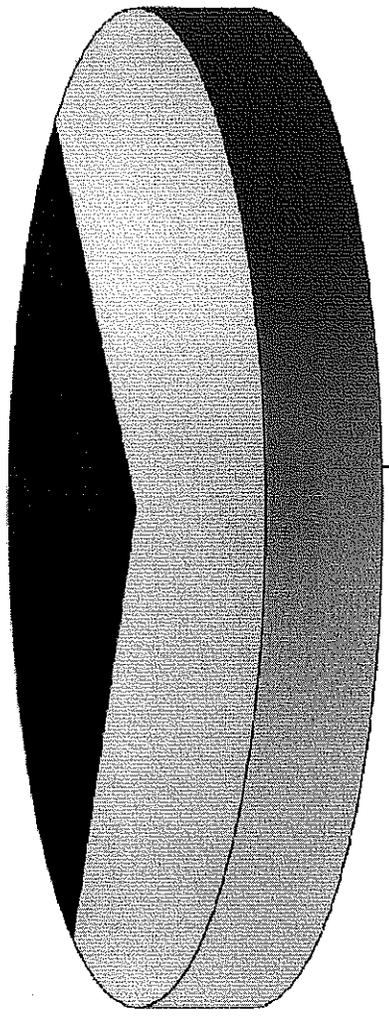
During August 2013, the Corporation was in compliance with the internal control procedures set forth in its Investment Policy.


 Michael Piotrowski
 Finance Supervisor

**CITY OF MONTCLAIR
HOUSING CORPORATION
CASH AND INVESTMENTS GRAPH
August 31, 2013**

Total Cash & Investments - \$2,277,991

Checking Account
30.7%



Local Agency
Investment Fund
69.3%

**CITY OF MONTCLAIR
HOUSING CORPORATION
WARRANT REGISTER**

FOR THE MONTH ENDING

August 31, 2013

City of Montclair
 Final Warrant Register
 Council Date 9/16/13
 Regular Warrants
 Checking Account: MHC

Warrants	ACH Transfers	Voided Checks	US Bank transfers - (in)/out.	Totals
90,958.80	0.00	0.00	84,285.39	175,244.19

July 2013 Total

175,244.19

US Bank transfers:

Reimburse City for June/July payroll expense	54,706.87
Reimburse City for Single Family/Directors Insurance	28,458.02
Transfer 12244 Vernon rent to City	1,120.50

Vice Chairman Ruh

CITY OF MONTCLAIR
FINAL WARRANT REGISTER
COUNCIL DATE: 11/6/13
REGULAR WARRANTS
CHECKING ACCOUNT: MHC

Fund
3001

Description
General Fund

Amount
90,958.80

Report Total:

90,958.80

Accounts Payable Voucher Register By Vendor Number

User: mpiotrowski
Printed: 09/10/2013 - 7:47 AM



Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
004080	Fulm001	3001-4330-56170-400	5444 Palo Verde Improv Proj	Pmt No. 1	07/25/2013		08/01/2013	13,641.08	4080
		Fulmin Electrical Corp.							
004081	erc001	3001-4330-56170-400	10323 Amherst-Asbestos & Mold removal	10210	08/02/2013		08/15/2013	4,900.00	4081
		ERC Environmental Remediation							
004081	erc001	3001-4330-56170-400	10323 Amherst-exterior stucco/asbestos	10211	08/02/2013		08/15/2013	2,800.00	4081
		ERC Environmental Remediation							
004082	Grec003	3001-4330-56170-400	4811 Canoga-wall panel installed	4811 073113	07/31/2013		08/15/2013	1,350.00	4082
		Grecian Marble-Onyx							
004083	H2En001	3001-4330-56170-400	10323 Amherst-asbestos clearance, labor	16348	07/30/2013		08/15/2013	400.00	4083
		H2 Environmental							
004084	land012	3001-4330-56100-400	Various properties-July 2013 Service	July 2013	08/04/2013		08/15/2013	5,090.00	4084
		Landscape Maintenance Unlimite							
004085	Mont074	3001-4330-56100-400	9815 Central 050813-071213	03213204 0712	07/12/2013		08/15/2013	189.23	4085
		Monte Vista Water District							

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
004085	Mont074	3001-4330-56100-400	9761 Central 050813-071213	03214211	0712/2013		08/15/2013	142.61	4085
	Monte Vista Water District								
004085	Mont074	3001-4330-56100-400	9751 Central 050813-071213	03214408	0712/2013		08/15/2013	237.75	4085
	Monte Vista Water District								
004085	Mont074	3001-4330-56100-400	9741 Central 050813-071213	03214608	0712/2013		08/15/2013	157.47	4085
	Monte Vista Water District								
004085	Mont074	3001-4330-56100-400	5290 Orchard 050813-071213	04702105	0712/2013		08/15/2013	282.18	4085
	Monte Vista Water District								
004085	Mont074	3001-4330-56100-400	10087 Central 050813-071213	04702203	0712/2013		08/15/2013	318.42	4085
	Monte Vista Water District								
004085	Mont074	3001-4330-56100-400	10079 Central 050813-071213	04702301	0712/2013		08/15/2013	342.23	4085
	Monte Vista Water District								
004085	Mont074	3001-4330-56100-400	9963 Central 050813-071213	04703501	0712/2013		08/15/2013	222.97	4085
	Monte Vista Water District								
004085	Mont074	3001-4330-56100-400	9945 Central 050813-071213	04703707	0712/2013		08/15/2013	171.87	4085
	Monte Vista Water District								
								Voucher: 004085	2,064.73
004086	sout018	3001-4330-56100-400	4811 Canoga Gate 071113-080913	2024259988	0810/2013		08/15/2013	24.74	4086
	Southern California Edison Co								
004086	sout018	3001-4330-56100-400	4820 Canoga 071113-080913	2038187969	0810/2013		08/15/2013	254.49	4086
	Southern California Edison Co								
004086	sout018	3001-4330-56100-400	4811 Canoga 071113-080913	2038188173	0810/2013		08/15/2013	286.65	4086
	Southern California Edison Co								
004086	sout018	3001-4330-56100-400	10380 Pradera 071013-080813	2185722790	0809/2013		08/15/2013	42.23	4086
	Southern California Edison Co								
004086	sout018	3001-4330-56100-400	10390 Pradera 071013-080813	2185722824	0809/2013		08/15/2013	31.58	4086
	Southern California Edison Co								
004086	sout018	3001-4330-56100-400	10330 Amherst 071113-080913	2315959668	0813/2013		08/15/2013	36.27	4086
	Southern California Edison Co								
004086	sout018	3001-4330-56100-400	10380 Amherst 071113-080913	2315959668	0813/2013		08/15/2013	37.82	4086
	Southern California Edison Co								
								Voucher: 004086	713.78
004087	TKRP001	3001-4330-56170-400	4811 Canoga-tub, vanity, toilet	5222	0716/2013		08/15/2013	2,260.00	4087
	T.K.R. Plumbing								
								Voucher: 004087	2,260.00
004088	Buch002	3001-4330-56170-400	4811 Canoga-bathroom repairs	080513-A	0805/2013		08/29/2013	2,656.82	4088
	Buchbinder Maintenance, Inc.								

Voucher	Vendor No/Name/Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
004089	Fulm001 3001-4330-56170-400 Fulmin Electrical Corp.	5444 Palo Verde Improv Proj Pmt 2	Pmt No. 2	08/29/2013		08/29/2013	36,524.61	4089
						Voucher: 004088	2,656.82	
004090	Grec003 3001-4330-56170-400 Grecian Marble-Onyx	4811 Canoga- wall panels unit 1	082613 4811Can	08/26/2013		08/29/2013	1,450.00	4090
						Voucher: 004089	36,524.61	
004091	H2En001 3001-4330-56100-400 H2 Environmental	10323 Amherst-Post Remediation Verificat	16348-2	08/15/2013		08/29/2013	800.00	4091
						Voucher: 004090	1,450.00	
004092	hele001 3001-4330-56100-400 Helena Gardens Owners Associat	4791 Canoga-Sept 2013	4791 Sept 2013	08/29/2013		08/29/2013	109.95	4092
004092	hele001 3001-4330-56100-400 Helena Gardens Owners Associat	Canoga-Sept 2013	Canoga Sept2013	08/29/2013		08/29/2013	243.35	4092
						Voucher: 004091	800.00	
004093	Mont002 3001-4330-56100-400 City of Montclair	10380 Pradera 060113-073113	010822 0813	08/06/2013		08/29/2013	358.53	4093
004093	Mont002 3001-4330-56100-400 City of Montclair	10390 Pradera 060113-073113	010824 0813	08/06/2013		08/29/2013	358.53	4093
004093	Mont002 3001-4330-56100-400 City of Montclair	4275 Kingsley 060113-073113	010825 0813	08/06/2013		08/29/2013	358.53	4093
004093	Mont002 3001-4330-56100-400 City of Montclair	10333 Amherst 060113-073113	010827 0813	08/06/2013		08/29/2013	358.53	4093
004093	Mont002 3001-4330-56100-400 City of Montclair	4820 Canoga 060113-073113	010828 0813	08/06/2013		08/29/2013	627.42	4093
004093	Mont002 3001-4330-56100-400 City of Montclair	4820 Canoga 060113-073113	010829 0813	08/06/2013		08/29/2013	627.42	4093
004093	Mont002 3001-4330-56100-400 City of Montclair	4811 Canoga 060113-073113	010830 0813	08/06/2013		08/29/2013	627.42	4093
004093	Mont002 3001-4330-56100-400 City of Montclair	4811 Canoga 060113-073113	010831 0813	08/06/2013		08/29/2013	627.42	4093
004093	Mont002 3001-4330-56100-400 City of Montclair	10383 Amherst 060113-073113	012600 0813	08/06/2013		08/29/2013	358.53	4093

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	Pmt Date	Amount	Check
004093	Mont002	3001-4330-56100-400	10313 Amherst 060113-073113	012601 0813	08/06/2013	08/29/2013	358.53	4093
	City of Montclair							
004093	Mont002	3001-4330-56100-400	10215 Central 060113-073113	013293 0813	08/06/2013	08/29/2013	89.63	4093
	City of Montclair							
004093	Mont002	3001-4330-56100-400	4791 Canoga 060113-073113	013386 0813	08/06/2013	08/29/2013	358.53	4093
	City of Montclair							
004093	Mont002	3001-4330-56100-400	10291 Central 060113-073113	013555 0813	08/06/2013	08/29/2013	89.63	4093
	City of Montclair							
004093	Mont002	3001-4330-56100-400	10380 Amherst 060113-073113	013584 0813	08/06/2013	08/29/2013	358.53	4093
	City of Montclair							
004093	Mont002	3001-4330-56100-400	10330 Amherst 060113-073113	013961 0813	08/06/2013	08/29/2013	358.53	4093
	City of Montclair							
004093	Mont002	3001-4330-56100-400	10410 Amherst 060113-073113	015871 0813	08/06/2013	08/29/2013	358.53	4093
	City of Montclair							
004093	Mont002	3001-4330-56100-400	10390 Amherst 060113-073113	017175 0813	08/06/2013	08/29/2013	358.53	4093
	City of Montclair							
004093	Mont002	3001-4330-56100-400	10333 Pradera 060113-073113	047446 0813	08/06/2013	08/29/2013	358.53	4093
	City of Montclair							
							Voucher: 004093	6,991.30
004094	Mont043	3001-4330-56100-400	10333 Pradera-Sept 2013	P10333 Sept2013	08/29/2013	08/29/2013	50.00	4094
	Montclair Meadows Owners Assoc							
004094	Mont043	3001-4330-56100-400	10380 Pradera-Sept 2013	P10380 Sept2013	08/29/2013	08/29/2013	50.00	4094
	Montclair Meadows Owners Assoc							
004094	Mont043	3001-4330-56100-400	10390 Pradera-Sept 2013	P10390 Sept2013	08/29/2013	08/29/2013	50.00	4094
	Montclair Meadows Owners Assoc							
							Voucher: 004094	150.00
004095	Mont074	3001-4330-56100-400	10235 Central 060413-080213	05511605 0813	08/02/2013	08/29/2013	339.39	4095
	Monte Vista Water District							
004095	Mont074	3001-4330-56100-400	10215 Central 060413-080213	05512008 0813	08/02/2013	08/29/2013	172.32	4095
	Monte Vista Water District							
004095	Mont074	3001-4330-56100-400	10291 Greenwood 061113-080513	06201005 0813	08/05/2013	08/29/2013	476.56	4095
	Monte Vista Water District							
004095	Mont074	3001-4330-56100-400	10380 Pradera 061113-080613	06704405 0813	08/06/2013	08/29/2013	143.83	4095
	Monte Vista Water District							
004095	Mont074	3001-4330-56100-400	10390 Pradera 061113-080613	06704505 0813	08/06/2013	08/29/2013	212.19	4095
	Monte Vista Water District							
004095	Mont074	3001-4330-56100-400	10333 Pradera 061113-080613	06705404 0813	08/06/2013	08/29/2013	226.69	4095
	Monte Vista Water District							
004095	Mont074	3001-4330-56100-400	4275 Kingsley 061113-080613	06708102 0813	08/06/2013	08/29/2013	197.68	4095
	Monte Vista Water District							

Voucher	Vendor No/Name/Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
004095	Mont074 3001-4330-56100-400 Monte Vista Water District	10330 Amherst 061113-080613	06708202 0813	08/06/2013		08/29/2013	234.97	4095
004095	Mont074 3001-4330-56100-400 Monte Vista Water District	10380 Amherst 061113-080613	06708703 0813	08/06/2013		08/29/2013	212.19	4095
004095	Mont074 3001-4330-56100-400 Monte Vista Water District	10390 Amherst 061113-080613	06708805 0813	08/06/2013		08/29/2013	158.33	4095
004095	Mont074 3001-4330-56100-400 Monte Vista Water District	10410 Amherst 061113-080613	06711505 0813	08/06/2013		08/29/2013	266.04	4095
004095	Mont074 3001-4330-56100-400 Monte Vista Water District	10383 Amherst 061113-080613	06713506 0813	08/06/2013		08/29/2013	263.97	4095
004095	Mont074 3001-4330-56100-400 Monte Vista Water District	10333 Amherst 061113-080613	06714001 0813	08/06/2013		08/29/2013	250.10	4095
004095	Mont074 3001-4330-56100-400 Monte Vista Water District	10323 Amherst 061113-080613	06714105 0813	08/06/2013		08/29/2013	156.25	4095
004095	Mont074 3001-4330-56100-400 Monte Vista Water District	10313 Amherst 061113-080613	06714206 0813	08/06/2013		08/29/2013	224.61	4095
004095	Mont074 3001-4330-56100-400 Monte Vista Water District	4791 Canoga 061113-080613	06912003 0813	08/06/2013		08/29/2013	201.83	4095
004095	Mont074 3001-4330-56100-400 Monte Vista Water District	4820 Canoga 061113-080613	07001602 0813	08/06/2013		08/29/2013	288.84	4095
004095	Mont074 3001-4330-56100-400 Monte Vista Water District	4820 Canoga 061113-080613	07001802 0813	08/06/2013		08/29/2013	181.11	4095
004095	Mont074 3001-4330-56100-400 Monte Vista Water District	4811 Canoga 061113-080613	07002002 0813	08/06/2013		08/29/2013	330.27	4095
004095	Mont074 3001-4330-56100-400 Monte Vista Water District	4811 Canoga 061113-080613	07002202 0813	08/06/2013		08/29/2013	257.76	4095
							4,794.93	
							Voucher: 004095	
004096	Sout021 3001-4330-56100-400 Southern California Gas Co	4811 Canoga 071213-081213	15782395006 813	08/14/2013		08/29/2013	171.01	4096
004096	Sout021 3001-4330-56100-400 Southern California Gas Co	4820 Canoga 071213-081213	18932395009 813	08/14/2013		08/29/2013	171.01	4096
004096	Sout021 3001-4330-56100-400 Southern California Gas Co	10390 Amherst 071213-081213	19572389484 813	08/14/2013		08/29/2013	25.25	4096
							367.27	
							Voucher: 004096	
004097	TKRP001 3001-4330-56170-400 T.K.R. Plumbing	4811 Canoga-remove tub, toilet, drain	5239	08/15/2013		08/29/2013	1,510.00	4097
							1,510.00	
							Voucher: 004097	

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
004098	Buch002	3001-4330-56170-400	4811 Canoga-Bathroom remodel Unit I	082613-A	08/26/2013		08/29/2013	2,140.98	4098
	Buchbinder Maintenance, Inc.								
							Voucher: 004098	2,140.98	
							Report Total:	90,958.80	

Book Transfer Daily Activity Detail

CITY OF MONTCLAIR

SinglePoint

Reported Activity From 08/01/2013 To 08/30/2013

Printed on 09/10/2013 at 8:47 AM PDT



Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
08/27/2013	\$1,120.50	153499275821	153499275805	Completed

Debit Account Name MONTCLAIR HOUSING CORPORATION
Debit Account Type DDA
Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT
Credit Account Type DDA
Template Name
Memo To reimburse City for Vernon rent deposited into MHC bank acct. JE# 176-02-2014
Initiate Date 08/27/2013
Initiate Time 11:31AM CDT
Initiated By PIOTROWSKI
Completed Date 08/27/2013
Completed Time 11:31AM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
08/12/2013	\$28,458.02	153499275821	153499275805	Completed

Debit Account Name MONTCLAIR HOUSING CORPORATION
Debit Account Type DDA
Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT
Credit Account Type DDA
Template Name
Memo Reimburse City for Single Family/Dir and Off insurance expense
Initiate Date 08/12/2013
Initiate Time 09:42AM CDT
Initiated By PIOTROWSKI
Completed Date 08/12/2013
Completed Time 09:42AM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
08/12/2013	\$14,675.90	153499275821	153499275805	Completed

Debit Account Name MONTCLAIR HOUSING CORPORATION
Debit Account Type DDA
Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT
Credit Account Type DDA
Template Name
Memo Reimburse City for 7/18/13 payroll expense
Initiate Date 08/12/2013
Initiate Time 09:42AM CDT
Initiated By PIOTROWSKI
Completed Date 08/12/2013
Completed Time 09:42AM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
08/12/2013	\$10,508.90	153499275821	153499275805	Completed

Debit Account Name MONTCLAIR HOUSING CORPORATION
Debit Account Type DDA
Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT
Credit Account Type DDA
Template Name
Memo Reimburse City for 7/3/13 payroll expense
Initiate Date 08/12/2013
Initiate Time 09:42AM CDT
Initiated By PIOTROWSKI
Completed Date 08/12/2013
Completed Time 09:42AM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
08/12/2013	\$16,707.16	153499275821	153499275805	Completed
Debit Account Name	MONTCLAIR HOUSING CORPORATION			
Debit Account Type	DDA			
Credit Account Name	CITY OF MONTCLAIR GENERAL ACCOUNT			
Credit Account Type	DDA			
Template Name	.			
Memo	Reimburse City for 6/20/13 payroll expense			
Initiate Date	08/12/2013			
Initiate Time	09:42AM CDT			
Initiated By	PIOTROWSKI			
Completed Date	08/12/2013			
Completed Time	09:42AM CDT			

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
08/12/2013	\$12,814.91	153499275821	153499275805	Completed
Debit Account Name	MONTCLAIR HOUSING CORPORATION			
Debit Account Type	DDA			
Credit Account Name	CITY OF MONTCLAIR GENERAL ACCOUNT			
Credit Account Type	DDA			
Template Name	.			
Memo	Reimburse City for 6/6/13 payroll expense			
Initiate Date	08/12/2013			
Initiate Time	09:42AM CDT			
Initiated By	PIOTROWSKI			
Completed Date	08/12/2013			
Completed Time	09:42AM CDT			

Total Number of Book Transfers: 6
Total Amount of Book Transfers: \$84,285.39

--- End of Report ---

**CITY OF MONTCLAIR
HOUSING AUTHORITY
WARRANT REGISTER**

FOR THE MONTH ENDING

August 31, 2013

City of Montclair
Final Warrant Register
Council Date 9/16/13
Regular Warrants
Checking Account: MHA

<u>Warrants</u>	<u>Voided Checks</u>	<u>US Bank transfers - out.</u>	<u>Totals</u>
0.00	0.00	0.00	0.00

August 2013 Total

0.00

No payables activity this period

Vice Chairman Ruh

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

FOR THE MONTH ENDING

August 31, 2013

TABLE OF CONTENTS

SCHEDULE 1 - STATEMENT OF CASH AND INVESTMENTS

CASH AND INVESTMENTS GRAPH

Schedule 1

CITY OF MONTCLAIR
HOUSING AUTHORITY
STATEMENT OF CASH AND INVESTMENTS
August 31, 2013

	<u>Interest Rate</u>	<u>Amount</u>
Checking Account		
US Bank		495,644.30
Investments		
LAIF	\$	0.00
TOTAL CASH & INVESTMENTS	\$	<u>495,644.30</u>

NOTE:

Pursuant to the Authority's 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 Authority has sufficient funds available to meet expenditures during the six-month period ending February 28, 2014.

During August 2013, the Authority was in compliance with the internal control procedures set forth in its Investment Policy.



Michael Piotrowski
Finance Supervisor

**CITY OF MONTCLAIR
HOUSING AUTHORITY
CASH AND INVESTMENTS GRAPH
August 31, 2013**

Total Cash & Investments - \$495,644

