

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

November 4, 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](http://www.ci.montclair.ca.us) and can be accessed the day following the meeting after 10:00 a.m.*

Page No.

- I. **CALL TO ORDER** – City Council, 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** – None

VI. **PUBLIC COMMENT**

*This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Each speaker will be afforded five minutes to address the City Council Members, 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 October 21, 2013  
[CC/SA/MHC/MHA]

**B. Administrative Reports**

1. Consider Setting a Public Hearing to Consider Ordinance No. 13-938  
Amending Specific Chapters of Title 10 of the Montclair Municipal  
Code Related to Adoption of Building Codes to Regulate Construc-  
tion in the City of Montclair and to Establish January 1, 2014, as the  
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2. Consider Authorizing Staff to Advertise for Bid Proposals for the  
Monte Vista Avenue Widening Project [CC] 18
3. Consider Authorizing Replacement of Two Windshields on the  
Peacekeeper Armored Vehicle [CC] 19
4. Consider Approval of Warrant Register and Payroll  
Documentation [CC] 20

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Finance Officers Association for Strategic Plan Advisory Services  
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Placement of Liens on Certain Properties for Delinquent Sewer  
and Trash Charges [CC] 35
2. Consider Adoption of Resolution No. 13-09 Replacing  
Resolution No. 13-06 and Approving Agreement No. 13-89  
Replacing Agreement No. 13-59, an Engagement Agreement  
Between the Successor Agency to the City of Montclair Redevel-  
opment Agency and Edward Z. Kotkin, for Mr. Kotkin to Act as  
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No. 13-07 and Approving Agreement No. 13-90 Replacing Agree-  
ment No. 13-67, a Proposal for Appraisal Services Between the  
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and Integra Realty Resources, for Integra Realty Resources to  
Perform Real Property Appraisals Associated With Completion of  
a Long-Range Property Management Plan [SA] 60
4. Consider Adoption of Resolution No. 13-11, a Resolution of the  
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**IX. PULLED CONSENT CALENDAR ITEMS****X. RESPONSE - None**

**XI. COMMUNICATIONS**

A. City Attorney

1. Closed Session Pursuant to Government Code Section 54956.9(d)(2)  
Regarding Significant Exposure to Litigation

1 Potential case

B. City Manager/Executive Director

C. Mayor/Chairman

1. Announcement to Correct Appointment to the Community Action  
Committee

D. Council/SA and MHC Boards/MHA Commission

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

1. Minutes of the Code Enforcement Committee Meeting of October 21,  
2013 94
2. Minutes of the Personnel Committee Meeting of October 21, 2013 96

**XII. COUNCIL WORKSHOP**

A. R-3 Development Standards Related to Implementation of Housing  
Element

(Council may consider continuing this item to an adjourned meeting on  
Monday, November 18, 2013, at 5:45 p.m. in the City Council Chambers.)

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

*(At this time, the City Council will meet in Closed Session regarding significant  
exposure to litigation)*

**XIV. CLOSED SESSION ANNOUNCEMENTS**

**XV. ADJOURNMENT OF CITY COUNCIL**

*The next regularly scheduled City Council, Successor Agency Board, Montclair Housing Corporation  
Board, and Montclair Housing Authority Commission meetings will be held on Monday, November 18,  
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 October 31, 2013.*

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER SETTING A PUBLIC HEARING TO CONSIDER ORDINANCE NO. 13-938 AMENDING SPECIFIC CHAPTERS OF TITLE 10 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO ADOPTION OF BUILDING CODES TO REGULATE CONSTRUCTION IN THE CITY OF MONTCLAIR AND TO ESTABLISH JANUARY 1, 2014, AS THE EFFECTIVE DATE OF THE CODES	<b>DATE:</b> November 4, 2013 <b>SECTION:</b> ADMIN. REPORTS <b>ITEM NO.:</b> 1 <b>FILE I.D.:</b> CDV100 <b>DEPT.:</b> COMMUNITY DEV.
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**REASON FOR CONSIDERATION:** Amendments to the Montclair Municipal Code require public hearing review and approval by the City Council.

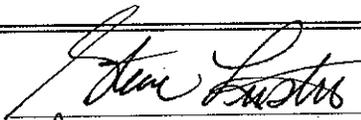
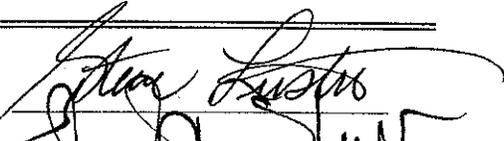
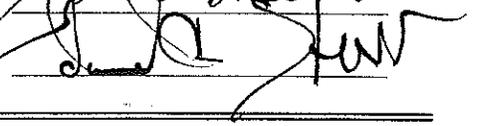
**BACKGROUND:** The California Health and Safety Code establishes a Building Standards Commission, whose duties include approval, codification, and publication of building standards in a triennial edition of the California Building Standards Code. These codes, commonly called Title 24, incorporate the latest editions of the model codes that apply in all parts of California. The commission also establishes a date that these codes become effective throughout the State; the date for this triennial edition is January 1, 2014. The adoption of these codes would regulate the fabrication, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area, or other improvements to real property; maintenance of all buildings or structures in the City of Montclair; and providing for issuance of permits and collection of fees therefore.

The Building Standards Code does *not* include the adoption of procedural ordinances by a City or other agency related to civil, administrative, or criminal procedures and remedies available for enforcing code violations.

**FISCAL IMPACT:** The cost to publish a Notice of Public Hearing in the *Inland Valley Daily Bulletin* related to proposed Ordinance No. 13-938 should not exceed \$400.

**RECOMMENDATION:** Staff recommends the City Council set a public hearing for Monday, November 18, 2013, at 7:00 p.m. in the City Council Chambers to consider Ordinance No. 13-938 amending specific Chapters of Title 10 of the Montclair Municipal Code related to adoption of building codes to regulate construction in the City of Montclair and to establish January 1, 2014, as the effective date of the codes.

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

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ORDINANCE NO. 13-938

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING SPECIFIC CHAPTERS OF TITLE 10 OF THE MONTCLAIR MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2013 EDITION OF THE CALIFORNIA BUILDING CODE, VOLUMES 1 AND 2, INCLUDING APPENDIX CHAPTERS "C," "F," "I," AND "J"; THE 2013 EDITION OF THE CALIFORNIA RESIDENTIAL CODE; THE 2013 EDITION OF THE CALIFORNIA PLUMBING CODE; THE 2013 EDITION OF THE CALIFORNIA ELECTRICAL CODE; THE 2013 EDITION OF THE CALIFORNIA MECHANICAL CODE; AND THE 2013 EDITION OF THE CALIFORNIA GREEN BUILDING STANDARDS CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, DELETIONS, AND EXCEPTIONS INCLUDING FEES AND PENALTIES

WHEREAS, the California Health and Safety Code establishes a Building Standards Commission whose duties include approval, codification, and publication of building standards in a triennial edition of the California Building Standards Code, commonly called Title 24; and

WHEREAS, the Building Standards Commission also establishes a date that these codes become effective throughout the state; and

WHEREAS, the effective date for this triennial edition is January 1, 2014; and

WHEREAS, adoption of these codes would regulate the fabrication, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area, or other improvements to real property; maintenance of all buildings or structures in the City of Montclair; and provision for issuance of permits and collection of fees therefor; and

WHEREAS, the Building Standards Code does *not* include adoption of procedural ordinances by a city or other agency related to civil, administrative, or criminal procedures and remedies available for enforcing code violations.

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

**Section I.** Section 0.08.010 of the Montclair Municipal Code is hereby amended as follows:

**10.08.010 Adoption.**

Except as provided in this Chapter, those certain building codes known and designated as the California Building Code, ~~2010~~2013 Edition, Volumes 1 and 2, including Appendix Chapters "C," "F," "I," and "J," based on the ~~2009~~2012 International Building Code as published by the International Code Council, shall

be and become the Building Codes of the City of Montclair for regulating the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building and/or structure or any appurtenances connected or attached to such buildings or structures throughout the eCity. The California Building Code and its appendix chapters will be on file for public examination in the office of the Building Official.

**Section II.** Section 10.08.020 of the Montclair Municipal Code is hereby deleted in its entirety and replaced as follows:

**10.08.020 Building Code amendments.**

The following Section of Chapter 1, "Scope and Administration, Division I, California Administration," is hereby amended as follows:

1.8.8 Appeals Board. Subsection 1.8.8 is hereby deleted in its entirety.

The following portions and sections of Chapter 1, "Scope and Administration, Division II, Scope and Administration," are hereby amended as follows:

The following language shall be added to Subsection 101.2, "Scope":

In order to properly maintain and safeguard healthful living conditions and comply with all provisions of the Building Codes, it is hereby declared unlawful to use any streetcars, boxcars, house cars, motor bus bodies, or similar means of conveyance or structures of similar nature of construction, for places of habitation, residence, or place of business in this City. However, nothing contained herein shall prohibit the use of any house trailer or mobile home for places of abode or habitation in an approved mobile home park, provided such structures comply with all other conditions and requirements of this Code.

The following language shall be added to Subsection 102.1, "General":

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Code or any part thereof is in conflict with the Fire Code, the most restrictive shall be applicable.

Subsection 104.1, "General," of Section 104, "Duties and Powers of Building Official," is hereby deleted in its entirety and replaced as follows:

104.1 General. The Building Official is hereby authorized and directed to enforce all the provisions of this Code and referenced technical codes. For such purposes, the Building Official shall have the powers of a law enforcement officer. The Building Official shall have the power to render interpretations of this Code and the referenced technical codes, and to adopt and enforce rules and regulations supplemental to this Code as may be deemed necessary to clarify the application of the provisions of this Code. Such interpretations, rules, and regulations shall be in conformity with the intent and purpose of this Code.

Subsection 104.12, "Cooperation of Other Officials and Officers," shall be added as follows:

104.12 Cooperation of Other Officials and Officers. The Building Official may request and shall receive the assistance and cooperation of other officials of this jurisdiction so far as is required in the discharge of the duties required by this Code or other pertinent laws or ordinances.

Subsection 105.2, "Work exempt from permit," is hereby amended as follows:

Item 1 under "Building" is hereby amended as follows:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet or measures over 8 feet in height to the highest point of the roof.

Item 2 under "Building" is hereby deleted in its entirety.

Item 4 under "Building" is hereby deleted in its entirety and replaced as follows:

4. Retaining walls that are not over three (3) feet in height as measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II, or IIIA liquids.

Item 9 under "Building" is hereby deleted in its entirety.

Subsection 105.3.2, "Time limitation of application," is hereby adopted and amended to read as follows:

Applications for which no permit is issued within 180 days following the date of application shall expire by limitation. Plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period not exceeding 180 days on written request by the applicant showing the circumstances beyond the control of the applicant having prevented action from being taken. An application shall not be extended more than once. An application shall not be extended if this Code or any other pertinent laws or ordinances have been amended subsequent to the date of application. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee. All plans submitted for review prior to the effective date of this ordinance shall expire by limitation within 180 days of application with no extensions.

Subsection 105.5, "Expiration," is hereby adopted and amended to read as follows:

Every permit issued by the Building Official under the provisions of the technical codes shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefor shall be one-half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work, and provided further, that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee.

A permittee holding an unexpired permit may apply for an extension of the time within which work may commence under the permit when the permittee is unable to commence work within the time required by this Section for good and satisfactory reasons. The Building Official may extend the time for action by the permittee for a period not exceeding 180 days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits shall not be extended more than once.

Section 107, "Submittal Documents," is hereby adopted and amended as follows:

Subsection 107.5, "Retention of construction documents," is hereby amended by adding the following language:

Before final inspection, electronic images of all plans, engineering calculations, and records that are submitted for the purpose of obtaining a building permit shall be submitted to the Building Official. Electronic images shall be based on the Building Division's Electronic Archiving Policy.

Section 109, "Fees," is hereby adopted and amended as follows:

Subsection 109.2, "Schedule of permit fees," is hereby amended by adding the following language:

When submittal documents are required by Section 109, a plan review fee shall be paid at the time of submittal of documents for plan review. Fees shall be assessed in accordance with the Development Review Fee Schedule established by resolution of the City Council. When the City retains a private entity or person to perform plan review, the plan review fee shall be in an amount sufficient to defray the cost of such services, plus a 15 percent fee to cover the cost of administration, but in no case shall the plan review fee be less than the amount specified in this Section.

Subsection 109.4, "Work commencing before permit issuance," is hereby deleted in its entirety and replaced as follows:

109.4 Work Commencing before permit issuance. Whenever work for which a permit is required by this Code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be required in accordance with the schedule as established by the applicable governing authority. The minimum investigation fee shall be the same as the minimum fee set forth in accordance with the schedule as established by the applicable governing authority. The payment of such investigation fee shall not exempt an applicant from compliance with all other provisions of either this Code or the technical codes, nor from the penalty prescribed by law. Whenever the same person or entity is found to have performed work for which a permit is required without first obtaining said permit four or more times, said investigation fee shall be ten times the fee amount set forth in accordance with the schedule as established by the applicable governing authority.

Subsection 109.6, "Refunds," is hereby deleted in its entirety and replaced as follows:

109.6 Refunds. The Building Official may authorize refunding of a fee paid hereunder that was erroneously paid or collected. The Building Official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this Code. The Building Official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any examination time has been expended. The Building Official shall not authorize the refunding of any fee paid except upon written request filed by the original permittee not later than 180 days after the date of payment.

Section 110, "Inspections," is adopted and amended by adding the following subsection:

110.1.1 Workmanship. It is the intention of the City that all construction carried on under the review of the Building Division is of good quality. The Building Official shall be empowered to enforce the installation of work that is straight, level, plumb, square, etc., as the situation requires. All work shall be well fit and of a durable nature. Paint in all cases shall not be below normal standard for the use applied. The proper grading of walks, drives and yards shall be required when being installed with the work requiring a building permit. A minimum thickness of 3½ inches for flat concrete work and 2 inches for asphalt paving shall be required. All exterior flat concrete work shall include such breaks for expansion as deemed necessary by the Building Official.

Subsection 110.3.4, "Frame inspection," is hereby amended by adding the following language:

The structure shall have lath paper completely installed at the time of framing inspection.

Subsection 110.3.5, "Lath and gypsum," is hereby amended by deleting the "exception" in its entirety.

Subsection 110.3.8, "Other inspections," is hereby amended by adding the following language:

A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made. This Section is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of the technical codes but as controlling the practice of calling for inspections before the job is ready for such inspection or reinspection. Reinspection fees may be assessed when the inspection record card is not posted or otherwise available on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, or deviation from plans requiring the approval of the Building Official. To obtain a reinspection, the applicant shall file an application therefor in writing upon a form furnished for that purpose and pay the reinspection fee in accordance with a fee schedule adopted by this jurisdiction. In instances where reinspection fees have been assessed, additional inspection of the work will not be performed until the required fees have been paid.

Subsection 110.5, "Inspection requests," is hereby deleted in its entirety and replaced as follows:

110.5 Inspection requests. It shall be the duty of the person doing the work authorized by the permit to notify the Building Official that such work is ready for inspection. The Building Official may require that every request for inspection be filed at least one working day before such inspection is desired. Such request may be requested in writing or by telephone at the option of the Building Official. It shall be the duty of the person requesting any inspections required by either this Code or the technical codes to provide access to and means for inspection of the work.

Section 111, "Certificate of Occupancy," is hereby adopted and amended by adding the following subsection:

111.5 Utility release. The following minimum requirements shall be completed prior to any occupancy or utility connection:

- (1) Written clearance from the Fire and Public Works Departments and Planning and Business License Divisions.
- (2) Written clearance from Monte Vista Water District, NPDES Coordinator and Environmental Manager, when applicable.
- (3) The following, when applicable:

- (a) Electronic imaging of plans received.
- (b) Verification of school fees paid.
- (c) Grading certificate received.
- (d) All plan review fees paid.
- (e) Sewer assessment fees paid.
- (f) Hazardous materials statements received.
- (g) Subcontractor's list received.
- (h) Parkland development fees received.
- (i) Transportation development impact fees received.

Section 114, "Violations," is hereby adopted and amended as follows:

Subsection 114.4, "Violation penalties," is hereby amended by adding the following language:

Whenever the same person or entity is found to have performed work for which a permit is required without first obtaining said permit four or more times, said investigation fee shall be ten times the fee amount set forth in Section 108.

**Section III.** Sections 10.20.010 and 10.20.020 of the Montclair Municipal Code are hereby amended as follows:

**10.20.010 Adoption.**

Except as provided in this Chapter, the California Electrical Code, ~~2010~~2013 Edition, based on the ~~2008~~2011 National Electrical Code as published by the National Fire Protection Association, shall be and become the Electrical Code of the City of Montclair, regulating all installation, arrangement, alteration, repair, use, and other operation of electrical wiring, connections, fixtures, and other electrical appliances on premises within the ~~city~~City. The California Electrical Code is on file for public examination in the office of the ~~Building~~Building ~~Official~~Official.

**10.20.020 Electrical code amendments.**

The ~~2010~~2013 Edition of the California Electrical Code is hereby adopted with no amendments.

**Section IV.** Section 10.24.010 of the Montclair Municipal Code is hereby amended as follows:

**10.24.010 Permit required - Fee.**

No person shall erect or install any fence or block or masonry wall without first obtaining a permit to do so from the Building Official. The fee for a fence permit shall be pursuant to the City's Development Review Fee Schedule as established by resolution of the City Council ~~fee schedule shown in the latest adopted edition of the Building Code~~, which shall include the cost of inspection of such fence. The fee for a block or masonry wall permit shall be in accordance with the Development Review Fee Schedule as established by resolution of the City Council ~~as shown in the latest adopted edition of the Building Code~~.

**Section V.** Sections 10.30.010 and 10.30.020 of the Montclair Municipal Code are hereby amended as follows:

**10.30.010 Adoption.**

Except as provided in this Chapter, the California Green Standards Code, ~~2010~~2013 Edition, as published by the California Building Standards Commission, shall be and become the Green Building Standards Code of the City of Montclair, regulating and controlling the planning, design, operation, use and occupancy of every newly constructed building or structure in the City. The California Green Building Standards Code shall be on file for public examination in the office of the Building Official.

**10.30.020 Green Building Standards Code amendments.**

The ~~2010~~2013 Edition of the California Green Building Standards Code is hereby adopted with no amendments.

**Section VI.** Sections 10.36.010 and 10.36.020 of the Montclair Municipal Code are hereby amended as follows:

**10.36.010 Adoption.**

Except as provided in this Chapter, the California Mechanical Code, ~~2010~~2013 Edition, based on the ~~2009~~2012 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials (IAPMO), shall be and become the Mechanical Code of the City of Montclair, regulating and controlling the design, construction, installation, quality of materials, location, operation, and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators, and other miscellaneous heat-producing appliances. The California Mechanical Code is on file for public examination in the office of the Building Official.

**10.36.020 Mechanical Code amendments.**

The ~~2010~~2013 Edition of the California Mechanical Code is hereby adopted with no amendments.

**Section VII.** Sections 10.40.010 and 10.40.020 of the Montclair Municipal Code are hereby amended as follows:

**10.40.010 Adoption.**

Except as provided in this Chapter, the California Plumbing Code, ~~2010~~2013 Edition, based on the ~~2009~~2012 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials (~~IAPMO~~)(IAPMO), shall be and become the Plumbing Code of the City of Montclair, regulating erection, installation, alteration, repair, relocation, replacement, maintenance, or use of plumbing systems within the City. The California Plumbing Code ~~will be~~is on file for public examination in the office of the Building Official.

**10.40.020 Plumbing Code amendments.**

The ~~2010~~2013 Edition of the California Plumbing Code is hereby adopted with no amendments.

**Section VIII.** Section 10.42.010 of the Montclair Municipal Code is hereby amended as follows:

**10.42.010 Adoption.**

Except as provided in this Chapter, the California Residential Code, ~~2010~~2013 Edition, based on the ~~2009~~2012 International Residential Code, as published by the California Building Standards Commission, shall be and become the Residential Building Code of the City of Montclair, regulating construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every detached one- and two-family dwelling and townhouse not more than three stories above grade in height with a separate means of egress and structures accessory thereto in the City. The California Residential Code ~~will~~ be on file for public examination in the office of the Building Official.

**Section IX.** Section 10.42.020 of the Montclair Municipal Code is hereby deleted in its entirety and replaced as follows:

**10.42.020 Residential Code amendments.**

The following portions and sections of Chapter 1, "Scope and Application, Division I, California Administration," and Division II, "Administration," are hereby amended as follows:

1.8.4 Permits, Fees, Applications and Inspections. Section 1.8.4 is hereby deleted in its entirety.

1.8.8 Appeals Board. Section 1.8.8 is hereby deleted in its entirety.

1.8.9 Unsafe Buildings or Structures. Section 1.8.9 is hereby deleted in its entirety.

Section R105, "Permits," is hereby amended as follows:

Item 1 under "Building" is hereby amended as follows:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet or measures over eight (8) feet in height to the highest point of the roof.

Item 2 under "Building" is hereby deleted in its entirety.

Item 3 under "Building" is hereby deleted in its entirety and replaced as follows:

3. Retaining walls that are not over three feet in height as measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II, or IIIA liquids.

Item 7 under "Building" is hereby deleted in its entirety and replaced as follows:

7. Prefabricated swimming pools that are capable of containing water to a depth of not more than 12 inches.

Section R109, "Inspection," is hereby adopted and amended by adding the following subsections:

R109.0.1 Workmanship. It is the intention of the City that all construction carried on under the review of the Building Division is of good quality. The Building Official shall be empowered to enforce the installation of work that is straight, level, plumb, square, etc., as the situation requires. All work shall be well fit and of a durable nature. Paint in all cases shall not be below normal standard for the use applied. The proper grading of walks, drives and yards shall be required when being installed with the work requiring a building permit. A minimum thickness of 3 1/2 inches for flat concrete work and 2 inches for asphalt paving shall be required. All exterior flat concrete work shall include such breaks for expansion as deemed necessary by the Building Official.

Subsection R109.1.4, "Frame and masonry inspection," is hereby amended by adding the following language:

The structure shall have lath paper completely installed at the time of framing inspection.

Subsection R109.1.5, "Other inspections," is hereby amended by adding the following language:

A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made. This Section is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of the technical codes but as controlling the practice of calling for inspections before the job is ready for such inspection or reinspection. Reinspection fees may be assessed when the inspection record card is not posted or otherwise available on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, or deviation from plans requiring the approval of the Building Official. To obtain a reinspection, the applicant shall file an application therefor in writing upon a form furnished for that purpose and pay the reinspection fee in accordance with a fee schedule adopted by this jurisdiction. In instances where reinspection fees have been assessed, additional inspection of the work will not be performed until the required fees have been paid.

**Section X.** Section 10.56.020 of the Montclair Municipal Code is hereby deleted in its entirety and replaced as follows:

**10.56.020 Administrative Code amendments.**

The following portions and sections of the Administrative Code are amended as follows:

Subsection 101.3, "Scope," is hereby amended by adding the following language:

In order to properly maintain and safeguard healthful living conditions and comply with all provisions of the latest adopted codes, It is declared unlawful to use any streetcars, boxcars, house cars, motor bus bodies, or similar means of conveyance, or structures of similar nature of construction, for places of habitation, residence, or place of business in this City provided, however, that nothing contained herein shall prohibit the use of any house trailer or mobile home for places of abode or habitation in an approved mobile home park, provided such structures comply with all other conditions and requirements of this Code.

Subsection 301.2.1, "Building permits," is hereby amended as follows:

Item 2 is hereby deleted in its entirety.

Item 5 is amended to read as follows:

Retaining walls that are not over three feet in height, measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II, or III-A liquids.

Item 11 is hereby deleted in its entirety.

Subsection 304.1, "General," is hereby deleted in its entirety and replaced as follows:

Fees shall be assessed in accordance with the Development Review Fee Schedule as established by resolution of the City Council of the City of Montclair. For buildings, structures, electrical, plumbing, mechanical, gas or alterations requiring a permit, a fee for each permit shall be paid in accordance with said fee schedule.

Subsection 304.2, "Permit Fees," is hereby deleted in its entirety.

Subsection 304.3, "Plan Review Fees," paragraph one, is hereby deleted in its entirety and replaced as follows:

When submittal documents are required by Subsection 302.2, a plan review fee shall be paid at the time of submittal of documents for plan review. The plan review fee shall be established in the Development Review Fee Schedule as established by resolution of the City Council of the City of Montclair.

Subsection 304.3, "Plan Review Fees," paragraph two, is hereby deleted in its entirety and replaced as follows:

The plan review fees for electrical, mechanical and plumbing work shall be established in the Development Review Fee Schedule as established by resolution of the City Council of the City of Montclair.

Subsection 304.3, "Plan Review Fees," paragraph three, is hereby deleted in its entirety and replaced as follows:

When a plan for grading work is required to be submitted, a plan review fee shall be paid at the time of submitting plans and specifications for review. Said grading plan review fees are established by resolution of the City Council of the City of Montclair. Separate plan review fees shall apply to retaining walls of major drainage structures as required elsewhere in this Code.

Subsection 304.3, "Plan Review Fees;" is hereby amended by adding the following language:

When the City retains a private entity or person to perform plan review, the plan review fee shall be in an amount sufficient to defray the cost of such services, plus a 15 percent fee to cover the cost of administration, but in no case shall the plan review fee be less than the amount specified in this Section.

Subsection 304.5.2, "Fee," is hereby deleted in its entirety and replaced as follows:

Whenever the same person or entity is found to have performed work for which a permit is required without first obtaining said permit four or more times, said investigation fee shall be ten times the fee amount set forth in the adopted Development Review Fee Schedule.

Section 305, "Inspections," is hereby amended by adding the following subsection:

305.9 Workmanship. It is the intention of the City that all construction carried on under the review of the Building Division be of good quality. The Building Official shall be empowered to enforce the installation of work which is straight, level, plumb, square, etc., as the situation requires. All work shall be well fit and of a durable nature. Paint in all cases shall not be below normal standard for the use applied. The proper grading of walks, drives and yards shall be required when being installed with the work requiring a building permit. A minimum thickness of 3½ inches for flat concrete work and 2 inches for asphalt paving shall be required. All exterior flat concrete work shall include such breaks for expansion as deemed necessary by the Building Official.

Section 309, "Certificate of Occupancy," is hereby deleted in its entirety.

Table 3-A, "Building Permit Fees," is hereby deleted in its entirety.

Table 3-B, "Electrical Permit Fees," is hereby deleted in its entirety.

Table 3-C, "Mechanical Permit Fees," is hereby deleted in its entirety.

Table 3-D, "Plumbing Permit Fees," is hereby deleted in its entirety.

Table 3-E, "Elevator Permit Fees," is hereby deleted in its entirety.

Table 3-F, "Elevator Annual Certificates of Inspection Fees," is hereby deleted in its entirety.

**Section XI. 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 XII. Effective Date.**

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

**Section XIII. 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. 13-938 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 AUTHORIZING STAFF TO  
ADVERTISE FOR BID PROPOSALS FOR  
THE MONTE VISTA AVENUE WIDENING  
PROJECT

**DATE:** November 4, 2013

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 2

**FILE I.D.:** STA650

**DEPT.:** PUBLIC WORKS

**REASON FOR CONSIDERATION:** Advertising for bid proposals is subject to City Council approval.

**BACKGROUND:** The Monte Vista Avenue Widening Project is intended to widen northbound Monte Vista Avenue from Howard Street to Mission Boulevard. The street currently has one northbound lane and two southbound lanes. When complete, Monte Vista Avenue will have two lanes of travel in each direction.

The proposed improvements include new curb, gutter and sidewalk; new asphalt concrete pavement; fencing; and street lighting.

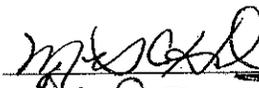
**FISCAL IMPACT:** The total construction cost is estimated to be \$360,000. Funding for the project will come from Proposition 1B and Transportation Development Impact fees.

**RECOMMENDATION:** Staff recommends the City Council authorize staff to advertise for bid proposals for the Monte Vista Avenue Widening Project.

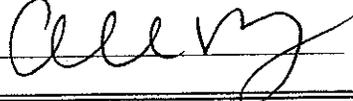
Prepared by:



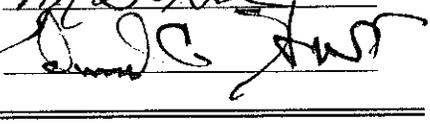
Reviewed and  
Approved by:



Proofed by:



Presented by:



## AGENDA REPORT

**SUBJECT:** CONSIDER AUTHORIZING REPLACEMENT OF TWO WINDSHIELDS ON THE PEACEKEEPER ARMORED VEHICLE

**DATE:** November 4, 2013

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 3

**FILE I.D.:** PDT360

**DEPT.:** POLICE

**REASON FOR CONSIDERATION:** The City Council is requested to authorize replacement of two windshields on the Peacekeeper Armored Vehicle because of the poor condition and limited visibility of the original windshields.

**BACKGROUND:** The Police Department acquired the Peacekeeper Armored Vehicle at least ten years ago. The windshields were replaced shortly after acquiring the vehicle and have deteriorated significantly over the years. Each windshield consists of two panes of glass separated by a laminate material. The laminate, a safety feature that prevents the glass from shattering if damaged or broken, has begun to bubble and separate from the glass causing it to appear cloudy. Visibility through the glass is significantly diminished and is a safety hazard for personnel driving the vehicle as well as to residents who may be in close proximity to the vehicle when it is in motion.

Aside from community events, the vehicle is deployed an average of two times per month on calls for service requiring a tactical law enforcement response as well as during service of search warrants. It is incumbent on the Department to replace the windshields for safety concerns and to promote a positive image of the Police Department and the City.

The following vendors responded to a bid request for replacing both windshields:

<i>Vendor</i>	<i>Bid Amount</i>
Smith Brothers Glass	\$ 816
US Armor LLC	\$ 835
Bulldog Direct Protective Systems, Inc.	\$1,205

Smith Brothers Glass submitted the lowest bid and is the recommended vendor for this purchase.

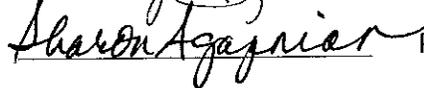
**FISCAL IMPACT:** Funding for this purchase is available in the State Asset Forfeiture Fund.

**RECOMMENDATION:** Staff recommends the City Council authorize replacement of two windshields on the Peacekeeper Armored Vehicle.

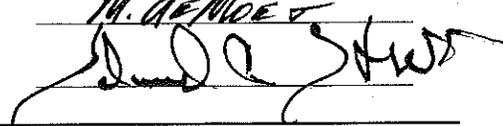
Prepared by: 

Reviewed and Approved by:



Proofed by: 

Presented by:



## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	<b>DATE:</b> November 4, 2013
	<b>SECTION:</b> ADMIN. REPORTS
	<b>ITEM NO.:</b> 4
	<b>FILE I.D.:</b> FIN540
	<b>DEPT.:</b> ADMIN. SVCS,

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

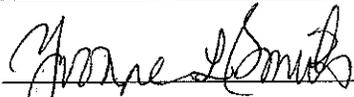
**BACKGROUND:** Mayor Pro Tem Ruh has examined the Warrant Register dated November 4, 2013, and Payroll Documentation dated September 8, 2013; finds them to be in order; and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated November 4, 2013, totals \$656,826.26. The Payroll Documentation dated September 8, 2013, totals \$570,696.55, with \$393,405.12 being the total cash disbursement.

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

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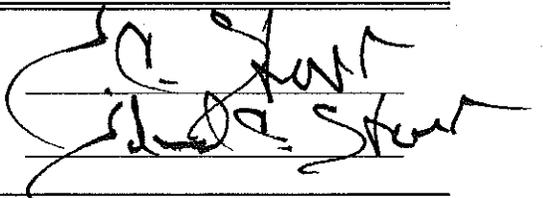
Prepared by:



Proofed by:

H. STAATS

Reviewed and  
Approved by:



Presented by:

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT  
NO. 13-92 WITH GOVERNMENT FINANCE  
OFFICERS ASSOCIATION FOR STRATEGIC  
PLAN ADVISORY SERVICES

**DATE:** November 4, 2013

**SECTION:** AGREEMENTS

**ITEM NO.:** 1

**FILE I.D.:** ADM250

**DEPT.:** ADMIN. SVCS.

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**REASON FOR CONSIDERATION:** The City has been contracting with Government Finance Officers Association (GFOA) since 2002 for long-term financial planning and strategic plan implementation advisory services. Staff has once again asked GFOA to assist the City Council with this planning process. A copy of proposed Agreement No. 13-92 with GFOA is attached for the City Council's review and consideration.

**BACKGROUND:** State reductions/diversions of local revenues continue to reduce local government financial resources. Over the past few years, the City Council has been considering more effective ways to maximize revenues and allocate funds more effectively. To assist in this process, the City Council approved Agreement No. 02-08 with GFOA in January 2002 authorizing development of a long-term financial plan for Montclair. GFOA facilitated strategic planning sessions with Council and staff in 2003, 2004, 2005, 2006, 2007, 2008, and 2011 and assisted in development of Montclair's Business Plan.

The strategic planning session is tentatively scheduled for January 13 and January 14, 2014, pending the City Council's approval of proposed Agreement No. 13-92. The two-day session would include meetings with staff and City Council. As described in proposed Agreement No. 13-92, GFOA's activities would focus on the following objectives:

- *Environmental Scan:* GFOA will explain the purpose of the environmental scan and what role staff will play in explaining it to the Council.
- *Renewed Strategic Priorities:* The Council will adopt new strategic priorities that are appropriate to the City's environment and that can guide budgeting decisions.
- *A 3-Year Business Plan:* A plan that moves the City toward capacity to achieve its goals within a solid fiscal situation.

At the conclusion of the study, GFOA would provide a report summarizing the results of the meetings with City Council and staff.

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Prepared by:

*Gary S. Clark*  
*James R. Smith*

Reviewed and  
Approved by:

*[Signature]*  
*[Signature]*

Proofed by:

Presented by:

**FISCAL IMPACT:** The Fiscal Year 2013-14 Budget includes \$20,000 for GFOA strategic planning. GFOA has proposed a fixed price of \$14,000 for strategic planning services. GFOA has also proposed that the City may opt to engage Dr. Gerald Gabris to facilitate a performance review of the City Manager by the City Council for an additional cost of \$3,500. GFOA's proposed cost falls within the amount set aside for these purposes.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 13-92 with Government Finance Officers Association for strategic plan advisory services.

**PROPOSAL TO:**

# **City of Montclair, California**

**FOR:**

## **Strategic Financial Planning Services**



**GFOA Research and  
Consulting Center**

**Government Finance Officers Association**

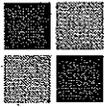
**October 2013**

***Note:** This proposal and description of GFOA methodologies is for the City of Montclair, California, only. All information herein is confidential and proprietary to GFOA. Upon request by GFOA, all materials submitted as part of this proposal must be returned or destroyed.*



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## Project Approach

The major objective of our engagement with the City is to renew the City's strategic plan. GFOA will interview the City's council members and conduct a workshop with elected officials and staff to scan the strategic environment and renew the City's strategic priorities.

The following sections detail the specific steps that will be taken to achieve these objectives

### **A. Interview City Council Members**

GFOA will interview the Mayor and Council Members to gather information for the strategic planning meeting. Part of the interview will be to see what they perceive as potential changes in the City's environment. GFOA will also try to surface other hot button issues that may influence new strategic issues that might impact the City, such as use of debt by the City, critical capital and economic development projects, and other salient issues that the City Manager has brought to GFOA's attention. The interviews will also surface questions to Council members have of staff for the strategic planning session.

#### **City Roles:**

- Provide elected official contact information and schedule times for the interviews.

### **B. Staff Meeting**

GFOA will visit the City for a two-day meeting. The first day will include a meeting with City staff. The purpose of this meeting is to review the strategic planning process and to get input and thoughts on the strategic plan. Anticipated important themes of the process include:

- **Environmental scan:** GFOA will explain the purpose of the environmental scan and what role staff will play in explaining it to the Council. We want this to be relatively quick, informative, not too academic or ponderous, yet solid enough to establish the basis for developing new strategic priorities.
- **Renewed strategic priorities.** The Council will adopt new strategic priorities that are appropriate to the City's environment and that can guide budgeting decisions.
- **A 3-year business plan.** A plan that moves the City toward capacity to achieve its goals within a solid fiscal situation.

GFOA will provide a report of the result of the Council interviews ahead of the meeting in order to maximize the productivity of the meeting.

#### **City Roles:**

- Provide facilities
- Invite staff
- Participate in meeting

### **C. Council Meeting**

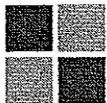
We anticipate that the meeting will convene at 4 pm on the second day of GFOA's visit and run until approximately 8:00 pm. We suggest the following agenda:

- 4:00 pm Convene
- 4:15 Begin Environmental Scanning presentation, with Q and A.
- 5:15 Break
- 5:30 Identify the Emerging strategic issues, fully discuss.
- 6:45 Break.
- 7:00 Discuss and prioritize emerging strategic issues.
- 7:45 Summarize session and adjourn.

GFOA will develop a final report based on the results of the meeting.

#### **City Roles:**

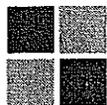
- Provide facilities
- Invite staff
- Participate in meeting
- City staff will take the lead on describing strategic issues to the Council.
- Develop business plan document



## **Costs**

GFOA will provide the strategic planning services described in this proposal to the City of Montclair for a fixed price of \$14,000, inclusive of travel expenses.

The City may opt to engage Dr. Gabris to facilitate a performance review of the City Manager by the City Council in addition to the services described in this proposal for an additional cost of \$3,500



## **GFOA Project Team**

**Dr. Gerald Gabris (Lead Strategic Planning Facilitator)** is the Director of the Masters of Public Administration Program for Northern Illinois University, one of the highest ranking programs in the country. He has served as a consultant and researcher with numerous cities and federal and state agencies, including the City of Montclair, California; the Village of Streamwood, Illinois; the City of Wheaton, Illinois; the Village of Carpentersville, Illinois; the Village of LaGrange Park, Illinois; the Village of Lyons, Illinois; and the Village of Palos Park, Illinois. In his consulting work, he has facilitated strategic planning and has assisted multiple City Councils and other governing bodies develop priorities and goals for their jurisdictions. He has also been involved in stakeholder analysis for Steamwood and Park Forest, Illinois. He is active

in organizations such as the American Society for Public Administration and has served as the managing editor of *Public Administration Review*. He has served on the editorial boards of *Review of Public Personnel Administration*, *Public Productivity and Management Review*, and the *International Journal of Organization Theory and Behavior*. Professor Gabris received his B.A. (with honors), M.A., and Ph.D. degrees from the University of Missouri-Columbia. His research and teaching interests focus on performance appraisal, organizational development, organizational behavior, leadership, and management systems as they apply to the public sector.

**Shayne Kavanagh, Project Manager:** Shayne is the Senior Management of Research for GFOA. Shayne has been a leader in developing the practice and technique of long-term financial planning for local government. Shayne started GFOA's long-term financial planning consulting offering in 2002 and has been working with governments on financial planning ever since. His current clients include: the City of San Juan Capistrano, California; Wayne County, Michigan; and Blair County, Pennsylvania. Shayne has worked with many other governments on financial planning, many of which are described as references in this proposal, including: the City of San Clemente, California; the City of Gresham, Oregon; the City of Montclair, California; the City of Stockton, California; and Yolo County, California. Shayne has also worked with the City of Menlo Park, California, and the City of Portsmouth, Virginia, on financial policies and budget process reform, respectively. Both of these projects are also described as references in this proposal.

Shayne's financial planning experience also drives his research at GFOA. He is the author of a number of influential publications on financial planning, including:

- The leading and highly regarded book about long-term financial planning in local government, *Financing the Future*.
- *An Elected Officials Guide to Long-Term Financial Planning*, a book that focuses on the pivotal role of elected officials in the planning process.

Prior to joining GFOA, Shayne was the Assistant Village Manager for the Village of Palos Park, Illinois, where he was responsible for managing all aspects of financial management operations, including budgeting, utility billing, payroll, and accounting. He received his MPA degree from Northern Illinois University and currently serves on the program's alumni board of advisors.

**MASTER SERVICES AGREEMENT**

*Between The City of Montclair, California and  
Government Finance Officers Association*

This Agreement for Long-Term Financial and Strategic Planning (this "Agreement") is entered into as of this 4<sup>th</sup> day of November, 2013, between The City of Montclair, a municipal corporation, having its offices at **5111 Benito Street Montclair, CA 91763** (the "Government") and the Government Finance Officers Association of the United States and Canada, an Illinois not-for-profit corporation, having its offices at 203 North LaSalle Street, Suite 2700, Chicago, Illinois 60601 ("Consultant" or "GFOA").

**RECITALS**

WHEREAS, the Government desires to hire Consultant to perform certain services and Consultant is willing to provide such services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**AGREEMENT**

I. DEFINITIONS

- A. "Project Manager" shall mean David Melbye, the GFOA Consulting Solutions Manager.
- B. "Contract Administrator" shall mean Edward C. Starr, the City of Montclair City Manager.

II. TERM

This Agreement shall become effective as of January 1, 2014, and shall remain in effect until all Services (as defined below) are performed by Consultant or December 31, 2014, whichever occurs first, unless sooner terminated as provided in this Agreement.

III. SERVICES

- A. General Scope: Consultant shall perform the work and services as described in Exhibit A, which is hereby made a part of this Agreement (all such services and work performed hereunder is collectively referred to herein as the "Services").
- B. Standard of Work: The performance of the Services pursuant to the terms of this Agreement shall conform to high professional standards in the field of public finance. Consultant shall use commercially reasonable efforts to formulate opinions and create information upon which the Government may rely. The substance of such opinions and information, however, is not guaranteed by Consultant to be free from omission or errors except insofar as such errors or

omissions occur as a result of gross negligence or willful misconduct by Consultant.

- C. Compliance with Applicable Law: Consultant shall perform the Services under this Agreement in compliance with all applicable laws, ordinances and regulations.
- D. Location: Consultant shall provide the Services to the Government at one or more locations mutually agreed upon by the Contract Administrator and Project Manager.

#### IV. RELATIONSHIP OF PARTIES

- A. Independent Contractor: Consultant is an independent contractor and shall not be deemed a partner or agent of or joint venturer with the Government. The employees and agents of Consultant who will be involved in the performance of the Services shall not be deemed the employees or agents of the Government. Neither party shall have any right, power or authority to create any contract or obligation on behalf of, or binding upon, the other party, without the prior written consent of such other party.
- B. No Interest: Consultant hereby acknowledges that it (i) has no personal or financial interest in the project requiring the performance of the Services other than the fee it is to receive under this Agreement; (ii) shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services hereunder; and (iii) does not and will not employ or engage any person with a personal or financial interest in the project requiring the Services under this Agreement.

#### V. PUBLICATIONS

As an educational, nonprofit, professional membership association, Consultant reserves the right to publish non-confidential documents describing the results of, or created during, the Services performed under this Agreement. Consultant will not publish any item with the name of the Government without obtaining the prior written consent of the Government.

#### VI. PROPRIETARY ITEMS

All work product produced as a result of the Services provided hereunder shall be the property of the Government; however, Consultant's methodologies (e.g., surveys, reference databases) that it has developed before and during this engagement are the property of Consultant (collectively, and together with any Consultant proprietary assessment tools, the "GFOA Intellectual Property"). In particular, in the course of performance hereunder, Consultant may use (and may authorize the Government's personnel to use) certain GFOA Intellectual Property to assist in engagement completion. The Government shall not have or obtain any right or title to or interest in such GFOA Intellectual Property (or in any modifications or enhancements thereto). Consultant makes no express or implied warranties of any kind regarding the GFOA Intellectual Property.

## VII. COMPENSATION OF CONSULTANT

The Consultant shall be paid on the basis of a firm fixed price of \$14,000 for the services described in Exhibit A. The City may opt to engage Dr. Gerald Gabris to facilitate a performance review of the City Manager by the City Council in addition to the services described in Exhibit A for an additional cost of \$3,500. Payment shall be made by the Government to Consultant on the basis of Services and the work product rendered as shown in Exhibit A, following the Government's receipt of an invoice, which invoice shall be due within thirty (30) days of the date thereof (the "**Payment Date**").

Invoices shall be mailed to:

Mr. Donald Parker  
Finance Director  
City of Montclair  
5111 Benito Street  
Montclair, CA 91763

## VIII. INSURANCE

Consultant agrees to procure and maintain in effect during the term of this Agreement insurance policies in the amount and with the type of coverage shown below:

1. Workers Compensation insurance in the form and amount required by applicable law(s).
2. Commercial General Liability insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or combined single-limit bodily injury and property damage.
3. Motor Vehicle Liability, including No-Fault coverage, with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include all non-owned vehicles, and all hired vehicles.
4. Professional Liability, with limits of liability of \$3,000,000 per claim and policy aggregate.

## IX. INDEMNIFICATION; LIMITATION ON LIABILITY

- A. Mutual Indemnification: Subject to any limitation set forth below in Clause B, each party (the "**Indemnifying Party**") shall indemnify, defend and hold harmless the other party (the "**Indemnified Party**") and its respective officers, directors, employees and agents against any and all actions, controversies, demands, suits, proceedings, claims, causes of action, liabilities, losses, costs, interest, penalties, demands, expenses and damages of any kind whatsoever (including reasonable attorneys' fees and costs incurred in connection with the arbitration or resolution of any dispute as set forth herein) (collectively, "**Losses**") related to or arising, directly or indirectly, from any claims of third parties against an Indemnified Party arising out of the acts or omissions of the Indemnifying Party or any of its employees and/or agents.

B. Limitation of Liability: Consultant's liability for any matter arising under this Agreement or from any transaction contemplated herein, including without limitation the provision of the Services, shall not exceed the actual amount paid by an insurer as a result of any claim made with respect to such matter under Consultant's insurance policies as set forth in Section VIII (the "Liability Cap"). The Government acknowledges that the Liability Cap is a material term upon which Consultant has relied in entering into this Agreement and that Consultant would not have entered into this Agreement in the absence of such provision.

#### X. ACCEPTANCE AND RELEASE

The Government shall be deemed to have accepted all Services in a given Phase and the work product resulting therefrom upon the earlier to occur of: (i) the Government's payment of the invoice received from Consultant in respect of the Services; or (ii) the Payment Date; *provided, that* prior to such date the Government did not provide written notice to Consultant that it believes Consultant has breached this Agreement.

#### XI. DISCLAIMER

The Government hereby acknowledges that (i) Consultant is not the software provider or systems integrator, (ii) Consultant's role is to provide information, analysis and advisory services, and (iii) the decision on a software and services vendor is solely that of the Government. Accordingly, the Government agrees that Consultant shall bear no responsibility and shall incur no liability with respect to the performance or provision of the software, hardware, or implementation services.

#### XII. NONDISCRIMINATION

The Consultant agrees to comply with the nondiscrimination provisions of all applicable laws and to take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner that provides equal employment opportunity and tends to eliminate any inequality based upon race, national origin or sex.

#### XIII. TERMINATION OF AGREEMENT AND RIGHTS UPON TERMINATION

- A. Termination without Cause: Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party.
- B. Termination for Cause: Either party may immediately terminate this Agreement in the event that (i) the other party seeks protection under the bankruptcy laws (other than as a creditor) or (ii) any assignment is made for the benefit of creditors or a trustee is appointed for all or any portion of such other party's assets.
- C. Effect of Termination: If the Services are terminated under this Section XIII, (i) Consultant shall provide to the Government all work product completed through the date of termination, (ii) each party shall return to the other party any and all Confidential Information of the other party and all other information, data, software, documentation or equipment in its possession or control which the other party has supplied to such party, and (iii) the Government shall pay Consultant all

fees charged through the date of termination on a time and materials basis using rates shown in Exhibit A.

- D. Survival: The provisions of Sections V, VI, VII, IX, X, XI, and XIII, and any definitions provided herein for purposes of aiding in the interpretation of this Agreement, shall survive any termination of this Agreement.

#### XIV. OBLIGATIONS OF THE GOVERNMENT

- A. The Government agrees to give Consultant access to staff and the Government owned properties as required to perform the Services under the Agreement.
- B. The Government shall immediately notify Consultant in writing of any defects in the Services upon the Government's actual notice of the same.

#### XV. ASSIGNMENT

Neither party may assign or transfer any of its rights or obligations under this Agreement without obtaining the prior written consent of the other party.

#### XVI. DISPUTES

In the event of any dispute between the parties arising from this Agreement or the Services provided hereunder, each party shall, prior to seeking judicial resolution of such dispute, escalate the dispute to a senior representative of such party, and such senior representatives shall use good faith efforts to resolve the dispute between them. If such senior representatives are unable to resolve the dispute, such dispute shall then be decided by arbitration pursuant to procedures jointly agreed upon by the Government and Consultant. Consultant and the Government shall make good faith efforts to resolve any and all disputes as quickly as possible.

#### XVII. NOTICE

All notices, submissions, consents, and other communications required or permitted under this Agreement shall be in writing and sent via overnight carrier, first class mail, postage prepaid, or transmitted via facsimile or electronically, with confirmation of such transmission, to the Administering Department, care of the Contract Administrator or to the Project Manager, as the case may be, at the address stated in this Agreement or such other address or facsimile number as either party may designate by prior written notice to the other.

#### XVIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof; supersedes any and all prior agreements, proposals, letters of intent, understandings, negotiations and discussions of the parties, whether oral or written, relating to the subject matter hereof; and shall be binding upon the parties' respective successors and permitted assigns.

## XIX. AMENDMENTS

Any modifications to this Agreement shall be made only in writing, signed by the duly authorized representatives of both parties, and a copy shall be attached to the original Agreement.

## XX. SEVERABILITY OF PROVISIONS

If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful, or unenforceable, then such part shall be severed from the remainder of this Agreement, which shall continue to be valid and enforceable to the fullest extent permitted by law.

## XXI. CHOICE OF LAW

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

## XXII. INTERPRETATION

The headings included in this Agreement are for convenience or reference only, and shall not be considered in the construction hereof. The singular number shall include the plural and vice versa. All uses of the word "including" herein shall, unless otherwise indicated, be interpreted to mean "including, but not limited to."

## XXIII. WAIVER

No failure on the part of either party to exercise, and no delay in exercising, any right, power or privilege hereunder operates as a waiver thereof; nor does any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

## XXIV. COUNTERPARTS

This Agreement may be executed in counterparts, each of which taken together shall constitute one single agreement between the parties.

By the signatures of their duly authorized representatives below, Consultant and the Government, intending to be legally bound, agree to all of the provisions of this Agreement, including any and all Exhibits attached hereto.

GOVERNMENT FINANCE OFFICERS  
ASSOCIATION

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF MONTCLAIR, CALIFORNIA

BY: \_\_\_\_\_

Paul M. Eaton  
TITLE: Mayor

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Yvonne L. Smith  
TITLE: Deputy City Clerk

DATE: \_\_\_\_\_

## AGENDA REPORT

**SUBJECT:** CONSIDER ADOPTION OF RESOLUTION  
NO. 13-3013 AUTHORIZING PLACEMENT  
OF LIENS ON CERTAIN PROPERTIES FOR  
DELINQUENT SEWER AND TRASH CHARGES

**DATE:** November 4, 2013

**SECTION:** RESOLUTIONS

**ITEM NO.:** 1

**FILE I.D.:** STB300-17

**DEPT.:** ADMIN. SVCS.

**REASON FOR CONSIDERATION:** Staff has identified 163 sewer and trash accounts in the odd-numbered-month billing cycle that are more than three billing periods delinquent. Pursuant to Montclair Municipal Code Chapter 1.12, these properties are subject to lien.

**BACKGROUND:** Ordinance No. 02-815 authorizes the placement of liens on properties on which delinquent civil debts have accrued and makes property owners responsible for delinquent sewer and trash charges accrued after the effective date of the Ordinance (March 1, 2002) for accounts in tenants' names. Prior to the City Council's adoption of Ordinance No. 02-815, property owners were responsible for only those accounts in their own names.

The 163 liens presented for approval are for accounts that are at least 90 days delinquent.

**FISCAL IMPACT:** Recoverable amount is \$38,506.02, plus \$2,282.00 for release of lien fees, plus \$8,150.00 in lien fees, for a total of \$48,938.02.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 13-3013 authorizing placement of liens on certain properties for delinquent sewer and trash charges as listed on Exhibit A of said Resolution.

Prepared by:

*Claudia Ramirez*  
*E. C. Smith*

Reviewed and  
Approved by:

*Ronald Frazier*  
*E. C. Smith*

Proofed by:

Presented by:

**RESOLUTION NO. 13-3013**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MONTCLAIR AUTHORIZ-  
ING PLACEMENT OF LIENS ON CERTAIN  
PROPERTIES FOR DELINQUENT SEWER  
AND TRASH ACCOUNTS**

**WHEREAS**, Chapter 1.12 of the Montclair Municipal Code authorizes the City to place liens on properties on which delinquent civil debts have accrued; and

**WHEREAS**, all owners of property in the City of Montclair were notified about the adoption of Ordinance No. 02-815 authorizing placement of liens on properties on which delinquent civil debts have accrued; and

**WHEREAS**, it has been determined that there are 163 sewer and/or trash accounts on which there are delinquencies in excess of 90 days; and

**WHEREAS**, the owners of these properties have received regular billing statements and late notices since the onset of such delinquencies; and

**WHEREAS**, the owners of these properties were notified on October 10, 2013, that their delinquent accounts are subject to causing a lien to be placed on their properties for settlement of such delinquencies; and

**WHEREAS**, the owners of these properties were again notified on October 24, 2013, and that such liens would be considered for approval by the Montclair City Council on Monday, November 4, 2013.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair approves the placement of liens on the properties and in the amounts specified in Exhibit A, entitled, *Report of Delinquent Civil Debts - November 2013*, attached hereto.

**BE IT FURTHER RESOLVED** that the Deputy City Clerk is authorized to provide the San Bernardino County Auditor/Controller-Recorder with the documents required to cause such liens to be placed.

**APPROVED AND ADOPTED** this XX day of XX, 2013.

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Mayor

**ATTEST:**

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Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 13-3013 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

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Yvonne L. Smith  
Deputy City Clerk

Exhibit A to Resolution No. 13-3013  
Report of Delinquent Civil Debts - November 2013

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
5366	Alamitos Street	Senior	\$ 208.81	\$ 14.00	\$ 50.00	\$ 272.81
5356	Alamitos Street	Residential	206.78	14.00	50.00	270.78
4334	Alamitos Street	Residential	290.08	14.00	50.00	354.08
5371	Alamitos Street	Residential	206.73	14.00	50.00	270.73
4667	Allesandro Street	Residential	206.89	14.00	50.00	270.89
5577	Armsley Street	Residential	206.78	14.00	50.00	270.78
5516	Armsley Street	Senior	290.08	14.00	50.00	354.08
9680	Bel Air Avenue	Residential	291.32	14.00	50.00	355.32
9982	Bel Air Avenue	Residential	206.78	14.00	50.00	270.78
10033	Bel Air Avenue	Senior	326.49	14.00	50.00	390.49
10024	Bel Air Avenue	Residential	233.23	14.00	50.00	297.23
4814	Benito Street	Senior	256.53	14.00	50.00	320.53
4400	Benito Street	Residential	203.86	14.00	50.00	267.86
4460	Benito Street	Residential	206.78	14.00	50.00	270.78
9590	Benson Avenue	Residential	206.75	14.00	50.00	270.75
9656	Benson Avenue	Residential	206.78	14.00	50.00	270.78
4285	Berkeley Street	Residential	218.42	14.00	50.00	282.42
4843	Berkeley Street	Residential	291.31	14.00	50.00	355.31
5382	Berkeley Street	Residential	206.78	14.00	50.00	270.78
9598	Bolton Avenue	Residential	206.89	14.00	50.00	270.89
4531	Bonnie Brae Street	Residential	206.78	14.00	50.00	270.78
4541	Bonnie Brae Street	Residential	206.91	14.00	50.00	270.91
4810	Brooks Street	Commercial	290.45	14.00	50.00	354.45
9851	Camarena Avenue	Residential	206.78	14.00	50.00	270.78
5458	Cambridge Street	Residential	252.86	14.00	50.00	316.86
5490	Cambridge Street	Residential	207.76	14.00	50.00	271.76
5448	Cambridge Street	Residential	206.78	14.00	50.00	270.78
5570	Cambridge Street	Residential	206.78	14.00	50.00	270.78
5518	Cambridge Street	Senior	257.77	14.00	50.00	321.77
4853	Cambridge Street	Residential	206.78	14.00	50.00	270.78
5606	Cambridge Street	Residential	206.78	14.00	50.00	270.78
9859	Camulos Avenue	Residential	206.78	14.00	50.00	270.78
10060	Camulos Avenue	Residential	205.47	14.00	50.00	269.47
9547	Camulos Avenue	Residential	206.79	14.00	50.00	270.79
9511	Camulos Avenue	Residential	266.04	14.00	50.00	330.04
9877	Camulos Avenue	Residential	232.74	14.00	50.00	296.74

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
9737	Camulos Avenue	Residential	\$ 206.78	\$ 14.00	\$ 50.00	\$ 270.78
9112	Camulos Avenue	Residential	206.78	14.00	50.00	270.78
9243	Camulos Avenue	Residential	206.78	14.00	50.00	270.78
9351	Camulos Avenue	Residential	330.31	14.00	50.00	394.31
9606	Camulos Avenue	Residential	206.78	14.00	50.00	270.78
9426	Camulos Avenue	Residential	290.08	14.00	50.00	354.08
9530	Camulos Avenue	Residential	206.75	14.00	50.00	270.75
5666	Caroline Street	Residential	290.08	14.00	50.00	354.08
9601	Carrillo Avenue	Residential	206.78	14.00	50.00	270.78
10067	Carrillo Avenue	Residential	215.59	14.00	50.00	279.59
9986	Central Avenue	Residential	232.74	14.00	50.00	296.74
9855	Central Avenue	Residential	214.81	14.00	50.00	278.81
9566	Central Avenue	Residential	274.73	14.00	50.00	338.73
9795	Coalinga Avenue	Residential	206.89	14.00	50.00	270.89
9802	Coalinga Avenue	Residential	290.08	14.00	50.00	354.08
9380	Columbine Avenue	Residential	232.74	14.00	50.00	296.74
9440	Columbine Avenue	Residential	206.78	14.00	50.00	270.78
5616	Denver Street	Residential	206.78	14.00	50.00	270.78
4253	Denver Street	Residential	207.14	14.00	50.00	271.14
4416	Denver Street	Residential	206.48	14.00	50.00	270.48
5168	El Morado Street	Residential	206.83	14.00	50.00	270.83
4471	El Morado Street	Residential	202.67	14.00	50.00	266.67
5416	El Morado Street	Residential	206.74	14.00	50.00	270.74
9463	Exeter Avenue	Residential	206.79	14.00	50.00	270.79
9567	Fremont Avenue	Residential	232.74	14.00	50.00	296.74
9020	Fremont Avenue	Senior	292.94	14.00	50.00	356.94
9823	Fremont Avenue	Residential	206.78	14.00	50.00	270.78
9757	Geneva Avenue	Residential	237.16	14.00	50.00	301.16
9985	Geneva Avenue	Residential	206.78	14.00	50.00	270.78
9043	Geneva Avenue	Residential	206.75	14.00	50.00	270.75
9932	Geneva Avenue	Residential	206.78	14.00	50.00	270.78
4328	Granada Street	Residential	206.78	14.00	50.00	270.78
4285	Granada Street	Residential	226.49	14.00	50.00	290.49
4466	Granada Street	Residential	294.65	14.00	50.00	358.65
5628	Granada Street	Residential	206.78	14.00	50.00	270.78
9783	Greenwood Avenue	Residential	206.78	14.00	50.00	270.78
5141-43	Harvard Street	Multifamily	413.56	14.00	50.00	477.56
4418	Harvard Street	Residential	206.78	14.00	50.00	270.78
4785	Harvard Street	Residential	206.91	14.00	50.00	270.91

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
4407	Harvard Street	Residential	\$ 204.28	\$ 14.00	\$ 50.00	\$ 268.28
5594	Harvard Street	Residential	204.28	14.00	50.00	268.28
5596	Hawthorne Street	Residential	206.78	14.00	50.00	270.78
9607	Helena Avenue	Residential	202.65	14.00	50.00	266.65
9628	Helena Avenue	Residential	290.08	14.00	50.00	354.08
4864	Highland Street	Residential	232.74	14.00	50.00	296.74
5110	Holt Boulevard	Commercial	235.57	14.00	50.00	299.57
5190	Howard Street A & B	Multifamily	471.37	14.00	50.00	535.37
4585	James Street	Residential	206.78	14.00	50.00	270.78
9725	Kimberly Avenue	Residential	206.78	14.00	50.00	270.78
5565	La Denev Street	Residential	205.35	14.00	50.00	269.35
5564	La Denev Street	Residential	304.33	14.00	50.00	368.33
5430	La Denev Street	Residential	206.79	14.00	50.00	270.79
5594	La Denev Street	Residential	290.08	14.00	50.00	354.08
10076	Lindero Avenue	Residential	276.36	14.00	50.00	340.36
9958	Lindero Avenue	Residential	204.68	14.00	50.00	268.68
9842	Mammoth Drive	Residential	205.69	14.00	50.00	269.69
9527	Marion Avenue	Residential	206.78	14.00	50.00	270.78
9537	Marion Avenue	Residential	206.65	14.00	50.00	270.65
9463	Mills Avenue	Multifamily	350.56	14.00	50.00	414.56
9969	Mills Avenue	Residential	206.79	14.00	50.00	270.79
9995	Mills Avenue	Multifamily	289.21	14.00	50.00	353.21
4449	Mission Boulevard	Commercial	340.29	14.00	50.00	404.29
9775	Monte Vista Avenue	Residential	206.78	14.00	50.00	270.78
5082	Moreno Street	Residential	206.79	14.00	50.00	270.79
4684	Olive Street	Residential	301.29	14.00	50.00	365.29
5690	Orchard Street	Residential	206.78	14.00	50.00	270.78
4322	Orchard Street	Residential	232.74	14.00	50.00	296.74
5415	Palo Verde Street	Residential	206.78	14.00	50.00	270.78
5588	Palo Verde Street	Residential	215.38	14.00	50.00	279.38
9585	Poulsen Avenue	Residential	206.79	14.00	50.00	270.79
9935	Poulsen Avenue	Residential	206.78	14.00	50.00	270.78
10043	Poulsen Avenue	Residential	206.78	14.00	50.00	270.78
9610	Poulsen Avenue	Residential	291.30	14.00	50.00	355.30
9532	Pradera Avenue	Residential	290.08	14.00	50.00	354.08
10063	Pradera Avenue	Residential	210.45	14.00	50.00	274.45
9375	Pradera Avenue	Multifamily	827.06	14.00	50.00	891.06
4426	Princeton Street	Residential	206.78	14.00	50.00	270.78
5414	Princeton Street	Residential	273.68	14.00	50.00	337.68

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
4438	Princeton Street	Residential	\$ 291.32	\$ 14.00	\$ 50.00	\$ 355.32
9223	Ramona Avenue	Residential	204.21	14.00	50.00	268.21
9136	Ramona Avenue	Residential	206.78	14.00	50.00	270.78
9254	Ramona Avenue	Residential	206.78	14.00	50.00	270.78
9595	Ramona Avenue	Residential	280.84	14.00	50.00	344.84
9769	Ramona Avenue	Residential	209.45	14.00	50.00	273.45
9352	Rose Avenue	Residential	202.28	14.00	50.00	266.28
9414	Rose Avenue	Residential	206.48	14.00	50.00	270.48
9944	Rose Avenue	Residential	206.77	14.00	50.00	270.77
9836	Rose Avenue	Residential	206.70	14.00	50.00	270.70
9720	Rose Avenue	Residential	232.74	14.00	50.00	296.74
9434	Rose Avenue	Residential	206.78	14.00	50.00	270.78
9734	Rose Avenue	Residential	206.73	14.00	50.00	270.73
9966	Rose Avenue	Residential	206.78	14.00	50.00	270.78
9988	Rose Avenue	Residential	227.51	14.00	50.00	291.51
5389	Rosewood Street	Residential	225.81	14.00	50.00	289.81
4683	Rosewood Street	Residential	206.78	14.00	50.00	270.78
4954	Rosewood Street	Residential	290.08	14.00	50.00	354.08
4560	Rosewood Street	Residential	206.78	14.00	50.00	270.78
4860	Rosewood Street	Residential	206.67	14.00	50.00	270.67
4903	Rosewood Street	Residential	291.32	14.00	50.00	355.32
4164	Rudisill Street	Residential	206.78	14.00	50.00	270.78
5360	Rudisill Street	Residential	232.74	14.00	50.00	296.74
5421	Rudisill Street	Residential	232.74	14.00	50.00	296.74
5489	San Bernardino Street	Residential	238.64	14.00	50.00	302.64
4711	San Bernardino Street	Residential	206.78	14.00	50.00	270.78
5133	San Bernardino Street	Residential	206.78	14.00	50.00	270.78
4485	San Jose Street	Residential	232.74	14.00	50.00	296.74
5390	San Jose Street	Residential	213.47	14.00	50.00	277.47
5446	San Jose Street	Residential	304.33	14.00	50.00	368.33
5593	San Jose Street	Residential	301.29	14.00	50.00	365.29
4595	San Jose Street	Residential	237.78	14.00	50.00	301.78
4424	San Jose Street #10	Residential	206.78	14.00	50.00	270.78
4424	San Jose Street #12	Residential	206.78	14.00	50.00	270.78
4424	San Jose Street #18	Residential	206.78	14.00	50.00	270.78
4424	San Jose Street #24	Residential	290.08	14.00	50.00	354.08
4424	San Jose Street #29	Residential	215.96	14.00	50.00	279.96
9946	Santa Anita Avenue	Residential	236.71	14.00	50.00	300.71
10016	Santa Anita Avenue	Residential	291.32	14.00	50.00	355.32

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
9820	Saratoga Avenue	Residential	\$ 232.73	\$ 14.00	\$ 50.00	\$ 296.73
9617	Surrey Avenue	Residential	206.78	14.00	50.00	270.78
9793	Surrey Avenue	Residential	206.79	14.00	50.00	270.79
9834	Tudor Avenue	Residential	206.72	14.00	50.00	270.72
9532	Tudor Avenue	Residential	206.58	14.00	50.00	270.58
9824	Tudor Avenue	Residential	206.78	14.00	50.00	270.78
9222	Vernon Avenue	Residential	206.79	14.00	50.00	270.79
9806	Vernon Avenue	Residential	290.08	14.00	50.00	354.08
9912	Vernon Avenue	Residential	206.76	14.00	50.00	270.76
9231	Vernon Avenue	Residential	206.94	14.00	50.00	270.94
			<b>\$38,506.02</b>	<b>\$2,282.00</b>	<b>\$8,150.00</b>	<b>\$48,938.02</b>

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER ADOPTION OF RESOLUTION NO. 13-09 REPLACING RESOLUTION NO. 13-06 AND APPROVING AGREEMENT NO. 13-89 REPLACING AGREEMENT NO. 13-59, AN ENGAGEMENT AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY AND EDWARD Z. KOTKIN, FOR MR. KOTKIN TO ACT AS COUNSEL TO THE OVERSIGHT BOARD	<b>DATE:</b> November 4, 2013 <b>SECTION:</b> RESOLUTIONS <b>ITEM NO.:</b> 2 <b>FILE I.D.:</b> SAG050 <b>DEPT.:</b> SUCCESSOR AGENCY
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**REASON FOR CONSIDERATION:** Although previously approved by the Successor Agency, the Department of Finance (DOF) disallowed the prior Engagement Agreement, Agreement No. 13-59, between the Successor Agency and Edward Z. Kotkin because the agreement lacked an initiation and termination date. The Successor Agency had previously approved Agreement No. 13-59 with Edward Z. Kotkin on August 5, 2013.

Section 34179(n) of the Health and Safety Code of the redevelopment dissolution legislation authorizes an oversight board to direct a successor agency to provide legal advice to an oversight board beyond the advice provided by successor agency legal counsel. The Oversight Board for the Successor Agency to the City of Montclair Redevelopment Agency has requested independent legal representation for the Oversight Board.

Proposed Agreement No. 13-89 replaces Agreement No. 13-59 and is a revised Engagement Agreement for legal services to be provided to the Oversight Board by Edward Z. Kotkin. The revised Agreement is attached for review by the Members of the Successor Agency Board of Directors.

**BACKGROUND:** As the Successor Agency Board of Directors is aware, DOF reviews and must approve all actions of the Successor Agency Board and Oversight Board. DOF disallowed Agreement No. 13-59 with Edward Z. Kotkin to act as Oversight Board Counsel because the Agreement did not have a termination date. Therefore, DOF determined that the Agreement must be revised and resubmitted to the Successor Agency, the Oversight Board, and DOF for approval. Mr. Kotkin has made slight revisions to Agreement No. 13-59 that are found in Agreement No. 13-89.

The redevelopment dissolution legislation provides that an oversight board may request and shall be provided independent legal counsel. The Oversight Board for the Successor Agency to the City of Montclair Redevelopment Agency requested such independent legal counsel. Requests for Proposals (RFP) were distributed via email by Successor Agency staff to identified firms that choose to act as legal counsel to oversight boards. Responses to the RFP were received on April 4, 2013. Oversight Board Members were supplied with copies of the proposals submitted on April 9, 2013. At the Oversight Board regular

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Prepared by: M. STAATS  
Proofed by: Janice Smith

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

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meeting conducted on May 8, 2013, each firm submitting a proposal made a presentation to the Oversight Board. The firms making a presentation included the following:

<i>Legal Firm</i>	<i>Representative</i>
Cummins & White, LLP	Edward Z. Kotkin
Colantuono & Levin, PC	Holly Whatley
Harper & Burns, LLP	John Harper

On June 19, 2013, the Oversight Board selected Edward Z. Kotkin to provide legal representation. Although the redevelopment dissolution legislation affords an oversight board the opportunity to be represented by counsel, the successor agency must pay for this representation. For this reason, Successor Agency Counsel Dave McEwen believes the Successor Agency should enter into the Engagement Agreement with counsel for the Oversight Board.

In general, the Engagement Agreement includes the following provisions that should be noted by the Successor Agency Board of Directors:

- The term of the Agreement shall begin on August 15, 2013, and shall conclude on or before July 1, 2016, unless terminated by the Oversight Board upon written notice.
- While the Successor Agency engages counsel, the Successor Agency will have no attorney-client relationship with counsel because the Oversight Board is the client. The client is the intended sole and exclusive third-party beneficiary of the Agreement.
- The fee to be charged for legal services is \$225 per hour for such matters as review of agendas, routine legal advice, and attendance at meetings. Travel time would be billed at \$150 per hour. Most other costs and expenses would be billed at actual cost. No deposit is being requested at this time. In any event, fees and the Successor Agency's reimbursement shall not exceed \$36,000 per calendar year.
- The Oversight Board shall have the right to terminate the Agreement with counsel at any time upon written notice. The Successor Agency understands that only the Oversight Board may terminate the agreement with counsel. Termination shall not relieve the Successor Agency of the obligation to pay the amounts owed to counsel for services rendered and costs incurred prior to termination of the Agreement.
- Legal counsel and the Oversight Board shall have the right to terminate the Agreement at any time upon 90 days written notice.

Should the Successor Agency Board of Directors approve Resolution No. 13-09, the Resolution and Agreement No. 13-89 will be submitted to the Oversight Board for consideration. Upon approval by the Oversight Board, the Resolution and decision to retain counsel would be subject to review by DOF.

**FISCAL IMPACT:** State law requires the Successor Agency to assume the responsibility for legal costs incurred by the Oversight Board. These costs may be claimed as administrative expenses on the Recognized Obligation Payment Schedule. The cost of providing legal counsel to the Oversight Board is unknown. Costs will depend on the complexity of legal

issues for which the Oversight Board seeks direction from counsel. The Oversight Board indicated that counsel would not need to be present at every Oversight Board meeting. However, some legal costs would be incurred as counsel reviews agendas. Legal fees would not exceed \$36,000 per calendar year.

**RECOMMENDATION:** Staff recommends the Successor Agency Board of Directors adopt Resolution No. 13-09 replacing Resolution No. 13-06 and approving Agreement No. 13-89 replacing Agreement No. 13-59, an Engagement Agreement between the Successor Agency to the City of Montclair Redevelopment Agency and Edward Z. Kotkin, for Mr. Kotkin to act as legal counsel to the Oversight Board.

**RESOLUTION NO. 13-09**

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY REPLACING RESOLUTION NO. 13-06 AND APPROVING AGREEMENT NO. 13-89 REPLACING AGREEMENT NO. 13-59, AN ENGAGEMENT AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY AND EDWARD Z. KOTKIN, FOR MR. KOTKIN TO ACT AS COUNSEL TO THE OVERSIGHT BOARD**

**WHEREAS**, Assembly Bill 1X 26 (AB 26) was signed by the Governor on June 28, 2011 and upheld as constitutional by the California Supreme Court. On June 27, 2012, the Governor signed Assembly Bill 1484 (AB 1484). AB 26 and AB 1484 (together called the Dissolution Bills) eliminated California Redevelopment agencies statewide, established successor agencies to pay, perform, and effectuate the enforceable obligations of the former redevelopment agencies and to wind down the affairs of the former redevelopment agencies; and

**WHEREAS**, the City of Montclair Redevelopment Agency ("Agency") is now a dissolved redevelopment agency pursuant to the Dissolution Bills; and

**WHEREAS**, by 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 on and after February 1, 2012, the City serves and acts as the Successor Agency and is performing 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 ("Oversight Board"); and

**WHEREAS**, Section 34179 provides that the Oversight Board has fiduciary responsibilities to holders of enforceable obligations and the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188 of Part 1.85 of the Dissolution Act; and

**WHEREAS**, pursuant to Section 34179 of the Health and Safety Code, the Successor Agency's Oversight Board was formed and the initial meeting occurred on April 25, 2012; and

**WHEREAS**, the Oversight Board, pursuant to Section 34179(n) of the Health and Safety Code has requested to be provided with legal representation as provided for by law; and

**WHEREAS**, the Oversight Board directed staff to submit proposals to legal firms for representation and the Oversight Board interviewed legal firms responding to a request for proposals on May 8, 2013; and

**WHEREAS**, on June 19, 2013, the Oversight Board selected Edward Z. Kotkin to act as counsel to the Oversight Board; and

**WHEREAS**, Successor Agency counsel has determined that the Successor Agency should enter into the agreement to pay for the services of legal counsel for the Oversight Board; and

**WHEREAS**, as required by the law, the Oversight Board approved Agreement No. 13-59 Edward Z. Kotkin on August 14, 2013, and the Successor Agency approved Agreement No. 13-59 with Edward Z. Kotkin on August 5, 2013; and

**WHEREAS**, the Department of Finance (DOF) has disallowed Agreement No. 13-59 with Edward Z. Kotkin because the Agreement contained no date of termination; and

**WHEREAS**, Edward Z. Kotkin has revised his agreement, Agreement No. 13-89, to include the information requested by DOF; and

**WHEREAS**, the Successor Agency is requested to consider the revised Agreement No. 13-89 retaining the legal services of Edward Z. Kotkin for the Oversight Board as required by law; and

**WHEREAS**, the Oversight Board will consider revised Agreement No. 13-89 with Edward Z. Kotkin on November 13, 2013, and such Agreement will be submitted to DOF for consideration; and

**WHEREAS**, pursuant to the Dissolution Act, the actions of the Oversight Board, including those approved by this Resolution, do not become effective for five (5) business days pending any request for review by the DOF, and if the DOF requests review hereof, DOF will have forty days from the date of its request to approve this Oversight Board action or return it to the Oversight Board for reconsideration and the action, if subject to review by DOF, will not be effective until approved by DOF.

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

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

**Section 2.** The Successor Agency approved Agreement No. 13-59 with Edward Z. Kotkin to provide legal counsel to the Oversight Board on August 5, 2013, and the Successor Agency now approves Agreement No. 13-89 with Edward Z. Kotkin.

**Section 3.** The Successor Agency authorizes this Resolution to be transmitted the Oversight Board for consideration.

**Section 4.** The Secretary of the Successor Agency shall certify to the adoption of this Resolution and shall maintain this Resolution on file as a public record as approved hereby.

APPROVED AND ADOPTED this XX day of XX, 2013.

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Chairman

ATTEST:

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Secretary

I, Yvonne L. Smith, Secretary of the Successor Agency to the City of Montclair Redevelopment Agency, DO HEREBY CERTIFY that Resolution No. 13-09 was duly adopted by the Board of Directors of the Successor Agency to the City of Montclair Redevelopment Agency at a regular meeting thereof held on the XX day of XX, 2013, and that it was adopted by the following vote, to-wit:

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

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Yvonne L. Smith  
Secretary

**ENGAGEMENT AGREEMENT**

**THIS ENGAGEMENT AGREEMENT** is made between the Successor Agency to the City of Montclair Redevelopment Agency, a California local governmental agency (referred to as "SA"), and The Law Offices of Edward Z. Kotkin, a Professional Law Corporation ("Lawyer"). SA engages Lawyer, pursuant to the terms and conditions of this Agreement, to serve as independent general counsel to the Oversight Board for the SA ("Client"); and SA and Lawyer hereby agree, and Client hereby acknowledges, as follows:

1. **Services, Term, and Context for Services.** SA engages Lawyer, commencing on August 15, 2013, the date upon which Client approved this Agreement, to provide all legal services ("Services") reasonably required to represent Client in connection with the matter(s) ("Matter") described in the attached SCHEDULE "A" OF SERVICES ("Schedule"), as well as such other matters as may be specifically directed by Client; as noted below, if litigation is instituted or defended, an additional retainer deposit may be required prior to commencing representation on litigation. SA and Client shall be truthful with Lawyer in discussing the Matter and shall keep Lawyer apprised of all developments regarding the Matter. SA and Client understand and agree that Lawyer represents Client, and not the SA. As such, while the SA now contracts with Lawyer, the SA shall have no attorney-client relationship with Lawyer. SA understands and agrees to the duties defined herein, with no requirement or expectation that any Services shall be rendered on behalf of the SA. Client is the intended sole and exclusive third party beneficiary of this Agreement and all Services to be provided hereunder. This Agreement provides for Services that Client has determined it requires pursuant to legislation commonly referenced as "The Redevelopment Dissolution Act" and often identified as ABX1 26 and AB 1484 ("Act"). As such, absent a written amendment to this Agreement, all Services shall conclude and the term of this Agreement shall end on or before July 1, 2016. The capacity of the SA and Client to fund Lawyer's Services throughout the term of this Agreement depends upon periodic approvals by third parties in accord with the Act. As such, Client reserves its discretion to terminate this Agreement in the event that funding for Lawyer's Services becomes unavailable. Client acknowledges that this Agreement has been negotiated, prepared, and executed by and between the SA and Lawyer to Client's satisfaction.

2. **Fees.**

A. SA agrees to compensate Lawyer for Services at the hourly rates set forth in SCHEDULE "B" – FEES attached to this Agreement. Fees will be billed by each timekeeper in one-tenth (1/10) hour increments. These fees are subject to increases from time to time as may be agreed to between Client and Lawyer.

B. Time billed to SA's account for Services to Client may include, without limitation, time spent waiting in court, time spent in travel and time spent in office

conferences between the legal personnel assigned to the Matter. When such personnel engage in office conferences, each person will account for the amount of time expended. Likewise, if more than one of Lawyer's legal personnel attends a meeting, court hearing or other proceeding, each will account for the amount of time expended. Adjustments in time to reflect value of research and development that was previously done may be made; but in no case will such exceed the actual time that would be expended had such research and development not previously been done in part or whole by the firm on another matter.

C. Lawyer may furnish SA and/or Client with estimates of the amounts of fees that will be charged for certain Services from time to time. All such estimates are provided for budgeting purposes. These estimates are by their nature inexact and are not binding. However, Lawyer will endeavor to realize estimates wherever possible.

D. In acknowledging its satisfaction with this Agreement as evidenced by the signature below, Client warrants and covenants to Lawyer that it shall take such actions as may prove necessary consistent with SA's duty to pay Lawyer's fees hereunder.

E. **Costs and Expenses.** SA agrees to pay Lawyer all costs and expenses incurred in rendering Services. However, Lawyer shall not be required to advance any amount to pay costs or expenses attributable to Client. Costs and expenses may include, without limitation, long-distance telephone calls, messenger and other delivery fees, postage, charges for computer research and outside assisted legal research, such as parking, which shall be in addition to the hourly rates for travel time, clerical staff, overtime, word processing charges, process server's fees, filing fees, and other charges assessed by courts and other public agencies, court reporter's fees, jury fees, witness fees, investigator's fees, expert's fees or consultant's fees, copy costs (at our customary rate, unless volume and then allows for copying by outside service), and other similar items. Except as may be listed on the Schedule, all such items will be charged to Client at Lawyer's cost. No substantial costs will be incurred without Client's advance approval. In acknowledging its satisfaction with this Agreement as evidenced by the signature below, Client warrants and covenants to Lawyer that it shall take such actions as may prove necessary consistent with SA's duty to pay Lawyer's costs and expenses hereunder.

F. The aggregate of Lawyer's fees and SA's reimbursement to Lawyer for costs and expenses incurred during a calendar year ("Annual Fees") shall not exceed any maximum established by the SA and Client and approved by third parties in accord with the Act. In no event shall Lawyer's Annual Fees exceed thirty-six thousand dollars (\$36,000.00).

3. **Statements.** Lawyer will send SA, and upon request make available to Client, statements on a monthly basis setting forth the fees and costs incurred by Client. SA shall pay each such statement upon receipt. SA shall notify Lawyer promptly in writing if SA disputes any entry for legal services or costs on any statement; and if SA fails to do so within thirty (30) days after receipt thereof, all such entries shall be acknowledged as correct as between Lawyer and SA. If SA so requests, Attorney will provide a statement within ten

(10) days. The statements shall include the amount, rate, basis of calculation, or other method of determination of the fees and costs, which costs will be clearly identified by item and amount. SA understands and agrees that Lawyer reserves the right to redact any statement that contains attorney-client privileged communication or other information arising from or related to Lawyer's Services to Client. SA and Lawyer agree that Lawyer's transmission of statements to SA does not constitute a waiver of attorney-client privilege as between Lawyer and Client. In all instances, SA requires and Lawyer agrees that Client may request and shall promptly receive any statement hereunder, without redaction.

4. **Deposit.** At this time, no deposit is requested, as reflected in Schedule "A." At any time during the representation of Client, Lawyer may request a retainer to be used as a deposit as security against future fees and, if Lawyer's services are required for litigation, an additional retainer may be required. Typically, the amount to be requested as an additional retainer will be equal to Lawyer's estimate of a high month's worth of fees to be incurred in connection with Lawyer's representation of Client.

5. **Results.** Lawyer has made no promises or guarantees to SA or to Client concerning the outcome of the Matter, and nothing in this Agreement shall be construed as such a promise or guarantee.

6. **Termination of Services.**

A. Client shall have the right to terminate Lawyer's services at any time upon written notice to Lawyer. SA understands and agrees that only Client may terminate Lawyer. Termination hereunder shall not relieve SA of the obligation to pay the amounts owed to Lawyer for Services rendered and costs incurred prior to such termination. After receiving a termination notice, Lawyer shall immediately cease to render additional Services, except for such services as Lawyer may be required to provide under applicable law or as Lawyer deem reasonably necessary to transfer the Matter to Client or to successor legal counsel, and Lawyer shall be compensated for all such services. Client will fully cooperate with Lawyer's efforts to withdraw and transfer the Matter.

B. Lawyer and Client shall have the right to terminate this Agreement at any time upon written ninety (90) day prior written notice. After delivering such termination notice, Lawyer shall immediately cease to render additional Services, except for such services as Lawyer may be required to provide under applicable law or as Lawyer deems reasonably necessary to transfer the Matter to Client or to successor legal counsel. Upon such termination, Client shall take all steps necessary to free Lawyer of any obligation to perform further legal services including, without limitation, the execution of any documents necessary to complete Lawyer's discharge or withdrawal. The rights of Lawyer hereunder are in addition to those created by statute or recognized by rules of professional conduct.

7. **Arbitration.**

A. Other than a dispute over the amount of fees or costs due and owing, any dispute concerning the rights of either Client or Attorney hereunder including, but not limited to, any dispute over alleged malpractice shall, if any such dispute cannot be resolved between Client and Lawyer, be decided by arbitration by a retired judge of the Superior Court to be agreed upon by the parties. SA understands that Client may well be entitled to a jury trial as to any claim against Lawyer for malpractice or for other claims and with Client's authorization evidenced by the acknowledgment below, hereby waives hereby any such right. The SA represents that it has had the opportunity to consult independent counsel of its choice regarding its waiver of any right to a jury as specified above and as to the other terms of this Agreement and has either done so or has knowingly and willingly of its own free choice chosen not to consult such independent counsel. In acknowledging this Agreement below, Client makes an equivalent and coextensive representation to Lawyer. If the parties cannot agree upon an arbitrator, the presiding judge of the Superior Court of San Bernardino shall be requested to appoint a retired judge to act in such capacity, upon petition of any party hereto. In the event the presiding judge fails or refuses for thirty (30) days after a request to make such appointment, the court shall be petitioned to appoint a lawyer licensed to practice in California as sole arbitrator.

The prevailing party in any proceeding, whether arbitration, Superior Court, or Federal Court action, related to any provision of this Agreement will be awarded attorneys' fees and costs incurred in that action or proceeding including without limitation the value of the time spent by Lawyer to prosecute or defend such an action or support other counsel in the prosecution or defense of such action calculated at the hourly rates(s) then normally charged by Lawyer to clients which it represents on an hourly basis.

B. In the event of a dispute hereunder over the amount of fees or costs due and owing to Lawyer, Lawyer is required to serve SA and Client, prior to or at the time of filing an action or other proceeding against Client, *via* personal service or first class mail, the California State Bar's "Notice of Client's Right to Arbitrate" form. Client's failure to request arbitration within thirty (30) days after receipt of the "Notice of Client's Right to Arbitrate" form from Lawyer shall be deemed a waiver of Client's right to arbitration. (California Business & Professions Code § 6201.) In the event of Client's failure to request arbitration within thirty (30) days, Lawyer in their discretion shall have the right to proceed with an action to collect fees and costs either via a civil action or by arbitration. In the event that Client elects to arbitrate the fee dispute within thirty (30) days or Lawyer choose to proceed with arbitration following Client's waiver of its right to arbitrate, such arbitration shall be held in accordance with the procedures of the California State Bar Association.

The prevailing party in any proceeding for the collection of fees and costs, whether by arbitration or Superior Court action, will be awarded attorneys' fees and costs incurred in that action or proceeding including without limitation the value of the time spent by Lawyer to prosecute or defend such an action or support other counsel in the prosecution

or defense of such action calculated at the hourly rates(s) then normally charged by Lawyer to clients which it represents on an hourly basis.

**8. Entire Agreement.**

A. This Agreement contains the entire understanding among the parties hereto and supersedes any prior understandings and agreements among them with respect to the subject matter herein. There are no representations, agreements, arrangements, or understandings among the parties, oral or written, related to the subject matter of this Agreement that are not fully expressed herein. Any statements, promises, or inducements, whether made by any party or agent of any party, that are not contained in this written Agreement shall not be valid or binding. This Agreement may not be enlarged, modified, or altered except by a written agreement signed by all the parties hereto.

B. The place of performance of this Agreement shall be California. Client hereby agrees to submit to the jurisdiction of the California State or Federal Courts in the County of San Bernardino or any adjacent county with respect to any action that is brought to enforce the terms of this Agreement.

C. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of California, both as to interpretation and performance.

9. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction or arbitrator to be illegal or unenforceable, said provision shall be deemed to be severed and deleted; and neither such provision, its severance, nor its deletion shall affect the validity of the remaining provisions of this Agreement.

10. **Notice.** All notices, requests, demands, or other communications necessary to be given hereunder shall be in writing and shall be deemed to have been given if delivered or if mailed by United States Mail, postage prepaid, to the parties at the following addresses (or at such other addresses as a party may notify the other party of in writing in accordance with this section).

If to Lawyer address to:

The Law Offices of Edward Z. Kotkin  
1851 East First Street, Suite 900  
Santa Ana, California 92705-4066  
Attention: Edward Z. Kotkin

If to Client address to:

Oversight Board for the Successor Agency to the  
City of Montclair Redevelopment Agency  
5111 Benito Street  
Montclair, CA 91763

**Marked as follows:**

**"Only to be opened by Oversight Board Staff"**

11. **Cooperation of Clients.** It is understood and agreed that SA shall notify Lawyer of any change of address or telephone number(s) where SA and/or Client can be reached and shall furnish sufficient information so that Client may be contacted in a reasonable and timely manner during the course of Lawyer's representation of Client. It is further understood and agreed that if the representation of Client involves litigation in the State of California, it may require the presence of Client or its representative, at its expense, for the purpose of discovery or trial. It is further understood and agreed that successful defense of any litigation will require the cooperation and assistance of Client which Client agrees to give to Lawyer. It is further understood and agreed that the absence of reasonable cooperation will, at Lawyer's option, be sufficient grounds to warrant withdrawal of Lawyer from representation of Client.

12. **Retention/Destruction of Client's File.**

A. Client is entitled to a copy of the file materials maintained or generated by Lawyer with respect to Client's representation by Lawyer, except those undisclosed work product materials reflecting Lawyer's impressions, conclusions, opinions, legal research or theories, internal accounting records, and other documents not reasonably necessary to Client's representation (hereinafter "Client File"), upon reasonable notice and at Client's expense. Where Lawyer withdraws, Client cancels this Agreement and substitutes Lawyer out as attorneys of record in any litigation in which Lawyer were representing Client, or upon completion of the work for which Lawyer were retained by Client, Client is entitled, upon giving Lawyer reasonable notice, to custody of the original Client File and Lawyer, at their expense, are entitled to keep a copy of any of said Client File materials they deem desirable.

B. Subject to Paragraph 12.A. above, at the conclusion of the handling by Lawyer of the Matter to which this Agreement pertains, Lawyer may at any time, in Lawyer's absolute discretion, store the original Client File or destroy all or part of said file. Subject to Paragraph 12.A. above, and unless other arrangements are made, under Lawyer's document retention policy, Lawyer will begin to destroy portions of the original Client File once the Matter is closed. Should Client wish to retain the Client File or any portion thereof after the Matter is closed, Client must contact Lawyer at the time the Matter is concluded.

13. **Errors and Omissions Insurance Coverage.** Lawyer represents that they maintain errors and omissions insurance coverage applicable to the services to be rendered under this Agreement. The policy limits of that coverage are one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

14. **Waiver re Payment of Client Fees by Another Party.** In connection with this Agreement, Lawyer is required by California Rules of Professional Responsibility, Rule 3-310(F) and Business and Professions Code Section 6068 to obtain a waiver of conflicts from the Client because a third party (the SA) will be responsible for legal fees and costs incurred by Lawyer in representing Client. The SA will have no right to instruct Lawyer in matters pertaining to Services by Lawyer to Client. Unless Client gives Lawyer written

permission to discuss all or a portion of Client's matters with the SA, Lawyer will not disclose any confidential or attorney-client privileged information to the SA or its officials. By signing this Agreement and initialing below this paragraph, Client consents to this arrangement, formally acknowledges that Attorney has advised Client of the advantages and disadvantages of this arrangement, and has afforded Client the opportunity to seek independent counsel to advise on the effect of this paragraph.

\_\_\_\_\_  
**William Ruh**

This Agreement, consisting of eleven (11) pages, including schedules, may be executed in counterparts, each of which may be deemed an original; and taken together they shall constitute one and the same Agreement. Facsimile or electronic signatures shall have the same effect as original signatures.

ACCEPTED:

THE SUCCESSOR AGENCY TO THE CITY  
OF MONTCLAIR REDEVELOPMENT  
AGENCY, a California local agency

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Paul M. Eaton  
Chairman

ATTESTED:

By: \_\_\_\_\_  
Yvonne L. Smith  
Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
David R. McEwen, Esq.  
Counsel to the Successor Agency

***ADDITIONAL SIGNATURES FOLLOW***

THIS AGREEMENT HAS IMPORTANT LEGAL SIGNIFICANCE. YOU SHOULD CONSIDER CONSULTING WITH ANOTHER ATTORNEY BEFORE SIGNING THIS AGREEMENT AS IT WOULD BE INAPPROPRIATE FOR THIS FIRM TO RENDER LEGAL ADVICE CONCERNING THIS DOCUMENT.

ACCEPTED:

THE LAW OFFICES OF EDWARD Z. KOTKIN

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Edward Z. Kotkin, Esq.  
Principal

ACKNOWLEDGED AND AGREED TO:

THE OVERSIGHT BOARD FOR THE  
SUCCESSOR AGENCY TO THE CITY OF  
MONTCLAIR REDEVELOPMENT AGENCY,  
a California local agency

Dated: \_\_\_\_\_

By: \_\_\_\_\_

William Ruh  
Chairman

**SCHEDULE "A" OF SERVICES**

**Matter:**

- 1) Representation regarding Oversight Board activities and board member duties, obligations and responsibilities.
- 2) Other matters, within the scope of the Oversight Board, as requested.

**Deposit:**

None

**SCHEDULE "B" – FEES**

**HOURLY RATES, FEES & COSTS**

**Proposal for Legal Services to the Oversight Board for the Successor Agency  
to the City of Montclair Redevelopment Agency**

<b>General Legal Services Provided at the Hourly Rate of \$225 per hour</b>	Attendance at all Oversight Board meetings ( <i>with charges billed for travel time as specified below</i> ); attendance at Oversight Board management staff meetings and other routine meetings as requested by the Oversight Board; consultation with Oversight Board members and management on legal issues as requested; review of public meeting agendas, agenda submittals, and minutes of Oversight Board meetings; provision of routine legal advice on behalf of the Oversight Board and the issuance of legal opinions, as requested by the Oversight Board; monitoring and review of proposed and enacted legislation affecting the Oversight Board; the preparation or review of routine Oversight Board Resolutions; routine advice on government ethics and conflicts of interest.
<b>Hourly Rates for Services Not Included in General Legal Services Above</b>	Specialized Non-Litigation Legal Services (items not listed above) \$225 per hour Litigation: \$325 per hour
<b>Paralegal Services</b>	\$125 per hour
<b>Travel Time</b>	\$150 per hour

## HOURLY RATES, FEES, & COSTS

### Proposal for Legal Services to the Oversight Board for the Successor Agency to the City of Montclair Redevelopment Agency

#### Reimbursement of Costs

Messenger & Delivery Fees.....	At Actual Cost
Postage.....	USPS Standard Rate
Copies.....	\$0.25/page
Color Copies.....	\$0.50/page
Outgoing Faxes.....	\$1.00/page
Copies (Outside Service).....	At Actual Cost
In-House CD Production.....	\$10.00/CD
Computer Research.....	At Actual Cost (percentage of firm's monthly usage under plan)
Outside Assisted Legal Research.....	At Actual Cost
Parking.....	At Actual Cost
Airfare.....	At Actual Cost
Meals.....	At Actual Cost
Hotel Accommodations.....	At Actual Cost
Process Server's Fees/Filing Fees.....	At Actual Cost
Court Reporter's Fees.....	At Actual Cost
Jury Fees.....	At Actual Cost
Witness Fees.....	At Actual Cost
Expert's Fees.....	At Actual Cost
Consultant's Fees.....	At Actual Cost

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER ADOPTION OF RESOLUTION NO. 13-10 REPLACING RESOLUTION NO. 13-07 AND APPROVING AGREEMENT NO. 13-90 REPLACING AGREEMENT NO. 13-67, A PROPOSAL FOR APPRAISAL SERVICES BETWEEN THE SUCCESSOR AGENCY TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY AND INTEGRA REALTY RESOURCES, FOR INTEGRA REALTY RESOURCES TO PERFORM REAL PROPERTY APPRAISALS ASSOCIATED WITH COMPLE- TION OF A LONG-RANGE PROPERTY MANAGEMENT PLAN	<b>DATE:</b> November 4, 2013 <b>SECTION:</b> RESOLUTIONS <b>ITEM NO.:</b> 2 <b>FILE I.D.:</b> SAG090 <b>DEPT.:</b> SUCCESSOR AGENCY
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**REASON FOR CONSIDERATION:** The State of California Department of Finance (DOF) disallowed Agreement No. 13-67 between the Successor Agency and Integra Realty Resources to perform real property appraisals associated with completion of the Long-Range Property Management Plan. The Agreement was disallowed because the agreement submitted by Integra Realty Resources inadvertently used the name of the "City of Montclair" instead of the "Successor Agency to the City of Montclair Redevelopment Agency." Therefore, Successor Agency staff is requesting the Successor Agency Board of Directors approve Agreement No. 13-90, which makes the appropriate name correction and engages the services of Integra Realty Resources to perform real property appraisals associated with completion of the Long-Range Property Management Plan mandated by Section 34191.5 of the Health and Safety Code.

A copy of the Agreement submitted by Integra Realty Resources (Agreement No. 13-90) has been included in the agenda packet for the Successor Agency Board of Directors' review and consideration.

**BACKGROUND:** After a successor agency has received its Notice of Completion from DOF, the successor agency has six months to submit a Long-Range Property Management Plan to DOF pursuant to Health and Safety Code Section 34191.5. The Successor Agency to the City of Montclair Redevelopment Agency received its Notice of Completion from DOF on May 15, 2013. The purpose of the Long-Range Property Management Plan is to address the disposition and/or use of real properties retained by a successor agency. One of the requirements of the Long-Range Property Management Plan is to provide an estimate of current real property values including appraised values, if any.

The Successor Agency to the City of Montclair Redevelopment Agency owns seven properties subject to the provisions of the Long-Range Property Management Plan. In addition, DOF has determined that properties owned by the Montclair Housing Corporation should be placed on the Long-Range Property Management Plan. While

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Prepared by: M. STAATS  
Proofed by: Gina R Smith

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

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staff is recommending most of the properties be maintained as housing or for public use, there is the need to have appraisals conducted for the following properties:

- Lease value of a portion of 8752 Monte Vista Avenue
- Lease value and sale value for 4690 Palo Verde Street
- Sale value of vacant property located on the southeast corner of Ramona Avenue and State Street

In addition, staff will need to consult with an appraisal firm regarding the estimated current values of the properties proposed to be retained by the City.

Staff developed a Request for Proposals (RFP) for appraisal services. Ten appraisal firms were sent the RFP. In response to the RFP, staff received proposals from the following firms:

- Inland Empire Consultants, Inc.
- Integra Realty Resources
- Overland Pacific & Cutler, Inc.

After review of the three proposals, staff felt the proposal presented by Integra Realty Resources was the most complete. The price for the requested appraisals is \$9,800. Additional services requested for consultation or studies would be provided upon request and billed at the hourly rate included in the proposal. The appraisals would be completed within 30 days of receiving a notice to proceed.

The Successor Agency previously approved Agreement No. 13-67 with Integra Realty Resources on August 19, 2013. The Oversight Board approved prior Agreement No. 13-67 with Integra Realty Resources on August 14, 2013. The Resolution approving the Agreement and the Agreement itself were submitted to DOF for review. DOF ultimately disallowed the Agreement because the appraiser inadvertently named the "City of Montclair" on the proposal instead of the "Successor Agency to the City of Montclair Redevelopment Agency." The appraiser has corrected the error on the agreement. Therefore, the Agreement is again submitted for consideration. All terms and conditions in Agreement No. 13-90 remain the same as those contained in Agreement No. 13-67.

**FISCAL IMPACT:** Costs incurred for appraisal services would be listed as an expense on the Recognized Obligation Payment Schedule.

As indicated above, staff reviewed the proposals submitted by the appraisers and found the proposal submitted by Integra Realty Resources contained the best responses to the RFP. The cost of the appraisal services for the three properties is \$9,800. Integra Realty Resources will provide additional consultation regarding estimated values for \$2,000.

**RECOMMENDATION:** Staff recommends the Successor Agency Board of Directors adopt Resolution No. 13-10 replacing Resolution No. 13-07 and approving Agreement No. 13-90 replacing Agreement No. 13-67, a Proposal for Appraisal Services between the Successor Agency to the City of Montclair Redevelopment Agency and Integra Realty Resources, for Integra Realty Resources to perform real property appraisals associated with completion of a Long-Range Property Management Plan.

**RESOLUTION NO. 13-10**

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY REPLACING RESOLUTION NO. 13-07 AND APPROVING AGREEMENT NO. 13-90 REPLACING AGREEMENT NO. 13-67, A PROPOSAL FOR APPRAISAL SERVICES BETWEEN THE SUCCESSOR AGENCY TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY AND INTEGRA REALTY RESOURCES, FOR INTEGRA REALTY RESOURCES TO PERFORM REAL PROPERTY APPRAISALS ASSOCIATED WITH COMPLETION OF A LONG-RANGE PROPERTY MANAGEMENT PLAN**

**WHEREAS**, Assembly Bill 1X 26 ("AB 26") was signed by the Governor on June 28, 2011 and upheld as constitutional by the California Supreme Court. On June 27, 2012, the Governor signed Assembly Bill 1484 ("AB 1484"). AB 26 and AB 1484 (together called the "Dissolution Bills") eliminated California redevelopment agencies statewide, established successor agencies to pay, perform, and effectuate the enforceable obligations of the former redevelopment agencies and to wind down the affairs of the former redevelopment agencies; and

**WHEREAS**, the City of Montclair Redevelopment Agency ("Agency") is now a dissolved redevelopment agency pursuant to the Dissolution Bills; and

**WHEREAS**, by 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 on and after February 1, 2012, the City serves and acts as the Successor Agency and is performing 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 ("Oversight Board"); and

**WHEREAS**, Section 34179 provides that the Oversight Board has fiduciary responsibilities to holders of enforceable obligations and the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188 of Part 1.85 of the Dissolution Act; and

**WHEREAS**, pursuant to Section 34179 of the Health and Safety Code, the Successor Agency's Oversight Board was formed and the initial meeting occurred on April 25, 2012; and

**WHEREAS**, pursuant to Section 34191.5 of the Health and Safety Code a Community Redevelopment Property Trust Fund is established to be administered by the successor agency to serve as the repository of the former redevelopment agency's real properties; and

**WHEREAS**, Section 34191.5(b) provides that a successor agency shall prepare a long-range property management plan that addresses the disposition and use of

the real properties of a former redevelopment agency and the report shall be submitted to the oversight board and the Department of Finance ("DOF") for approval no later than six months following the issuance of a finding of completion; and

**WHEREAS**, the Successor Agency to the City of Montclair Redevelopment Agency received a Notice of Completion from DOF on May 16, 2013; and

**WHEREAS**, in order to prepare said Long-Range Property Management Plan, the Successor Agency must engage the services of an appraisal firm; and

**WHEREAS**, Successor Agency staff submitted Requests for Proposals to appraisal firms and received responses from three appraisal companies; and

**WHEREAS**, the Successor Agency approved Agreement No. 13-67 selecting the firm of Integra Realty Resources to provide appraisal services on August 19, 2013; and

**WHEREAS**, as required by law, the Oversight Board approved Agreement No. 13-67 and adopted Oversight Board Resolution No. 13-07 approving the action of the Successor Agency to engage the services of Integra Realty Resources to provide appraisal services; and

**WHEREAS**, DOF disallowed Agreement No. 13-67 because Integra Realty Resources made an error in its proposal using the name of the "City of Montclair" instead of the "Successor Agency to the City of Montclair Redevelopment Agency;" and

**WHEREAS**, the Successor Agency still finds the necessity of retaining an appraisal firm for preparation of the Long-Range Property Management Plan; and

**WHEREAS**, Integra Realty Resources has corrected the error and Agreement No. 13-90 is submitted for consideration by the Successor Agency; and

**WHEREAS**, the Oversight Board will consider adoption of Agreement No. 13-90 on November 13, 2013; and

**WHEREAS**, should the Oversight Board approve Agreement No. 13-90, it will be resubmitted to DOF for reconsideration; and

**WHEREAS**, pursuant to the Dissolution Act, the actions of the Oversight Board, including those approved by this Resolution, do not become effective for five (5) business days pending any request for review by DOF; and if DOF requests review hereof, it will have forty days from the date of its request to approve this Oversight Board action or return it to the Oversight Board for reconsideration and the action, if subject to review by DOF, would not be effective until approved by DOF.

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

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

**Section 2.** The Successor Agency authorized at its meeting of August 19, 2013, and its meeting of November 4, 2013, the selection of Integra Realty Resources to provide appraisal services as a part of the preparation of the Long-Range Property Management Plan.

**Section 3.** The Oversight Board had approved the action of the Successor Agency in retaining the services of Integra Realty Resources to provide appraisal services on August 14, 2013, and is anticipated to reapprove such selection on November 13, 2013.

**Section 4.** The Secretary of the Successor Agency shall certify to the adoption of this Resolution and shall maintain this Resolution on file as a public record as approved hereby.

**APPROVED AND ADOPTED** this XX day of XX, 2013.

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Chairman

**ATTEST:**

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Secretary

I, Yvonne L. Smith, Secretary of the Successor Agency to the City of Montclair Redevelopment Agency, DO HEREBY CERTIFY that Resolution No. 13-10 was duly adopted by the Board of Directors of the Successor Agency to the City of Montclair Redevelopment Agency at a regular meeting thereof held on the XX day of XX, 2013, and that it was adopted by the following vote, to-wit:

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

---

Yvonne L. Smith  
Secretary

**Integra Realty Resources**  
Los Angeles

**Response to Request for Proposal to Provide  
Real Estate Appraisal Services**

**Prepared For:**

Ms. Marilyn J. Staats  
Deputy City Manager  
Director, Economic Development Division  
City of Montclair as Successor Agency to the  
City of Montclair Redevelopment Agency  
5111 Benito Street  
Montclair, CA 91763

**July 26, 2013**



Integra Realty Resources  
Los Angeles

16030 Ventura Boulevard  
Suite 620  
Encino, CA 91436-4473

T 818.290.5400  
F 818.290.5401  
www.irr.com



July 26, 2013

Ms. Marilyn J. Staats  
Deputy City Manager  
City of Montclair as Successor Agency to the  
City of Montclair Redevelopment Agency  
5111 Benito Street  
Montclair, CA 91763

SUBJECT: Proposal to provide real estate appraisal services

*Sent via UPS*

Dear Ms. Staats:

Integra Realty Resources – Los Angeles (IRR-Los Angeles) is pleased to present to the City of Montclair as Successor Agency to the City of Montclair Redevelopment Agency (hereinafter referred to as “Successor Agency”) qualifications for real estate services in response to your Request for Proposal (RFP), dated July 10, 2013, and with submission deadline of Wednesday, July 31, 2013.

The individuals who are authorized to represent the firm, negotiate contract terms, and make binding commitments are John G. Ellis, MAI, CRE, FRICS, Senior Managing Director, and Beth B. Finestone, MAI, FRICS, Managing Director. Mr. Ellis and Ms. Finestone can be reached at 16030 Ventura Boulevard, Suite 620, Encino, CA 91436-4473 and at (818) 290-5400.

The following information has been prepared to illustrate the firm’s qualifications and resources available to provide real estate appraisal services for the three properties listed in the Successor Agency’s RFP.

***Experience of Key Personnel***

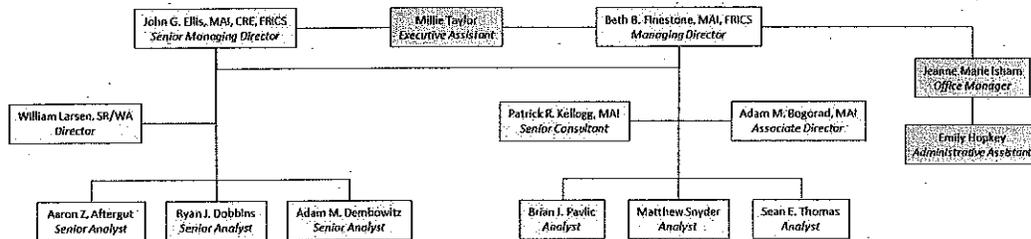
IRR-Los Angeles has a particularly strong background in providing a variety of appraisal, appraisal review, and consulting services to a wide variety of public entities, including public agencies at the federal, state, and municipal levels.

IRR-Los Angeles has a total full-time staff of 13, including 10 appraisers, three of whom are MAIs, and seven of whom are licensed as Certified General Real Estate Appraisers by the State of California. All senior professional staff members are current in their continuing education requirements in their status as general certified appraisers in the State of

California. Accordingly, they are sufficiently familiar with the requirements of the *Uniform Standards of Professional Appraisal Practice (USPAP)*, especially with Standards Rules 1 and 2 that apply to the development of real property appraisals and the preparation of real property appraisal reports. The requirements of all applicable regulations are reviewed on a regular (and not less than annual) basis to assure our current knowledge of these requirements, and the full compliance of our appraisal development and reporting. All of our work conforms to best business practices as generally recognized by other market participants, including other government agencies.

Name	Title	CGA No.
John G. Ellis, MAI, CRE, FRICS	Senior Managing Director	AG007279
Beth B. Finestone, MAI, FRICS	Managing Director	AG004030
William Larsen, SR/WA	Director	AG014297
Adam M. Bogorad, MAI	Associate Director	AG038741
Ryan J. Dobbins	Senior Analyst	AG029385
Aaron Z. Aftergut	Senior Analyst	AG040789
Adam M. Dembowitz	Senior Analyst	AG3000023

The professional qualifications and Certified General Appraiser licenses for these staff members follow at the end of this proposal. Below is an organizational chart showing the members of our firm.



Our general certified appraisers are assisted by administrative staff and researcher(s). This balance of staffing allows us to coordinate major projects in a timely and cost-efficient manner.

**John G. Ellis, MAI, CRE, FRICS**, Senior Managing Director, is a past president of the Southern California Chapter of the Appraisal Institute (SCCAI), the largest chapter in the United States. He has also served as an elected member of the SCCAI Board of Directors for five years, has served on various volunteer committees for the Appraisal Institute (at the local, regional, and national levels) for more almost 20 years, and is a nationally approved instructor for the Appraisal Institute. He has twice chaired the SCCAI's annual Litigation Seminar conducted for the benefit of Southern California's legal and appraisal communities. Mr. Ellis is also a member of the Counselors of Real Estate (CRE) and the International Right of Way Association (IRWA) and is a fellow of the Royal Institution of Chartered Surveyors (RICS). He is "Yellow Book" certified, having successfully completed the accredited course the *Uniform Appraisal Standards for Federal Land Acquisitions*. As senior managing director of the firm, he is involved in completing valuation and consulting assignments, overseeing the work and

the mentoring of some of the junior staff members. He has significant experience in the coordination and management of multi-property assignments.

Mr. Ellis is qualified as an expert witness in Superior and Federal courts throughout Southern California on real estate valuation issues. On several occasions, Mr. Ellis has been selected by the Los Angeles County Superior Court to act as a court-appointed, independent expert to assist the resolution of pending valuation issues and has served as an experienced arbitrator. Mr. Ellis has been retained as an expert witness by the Legal Division of the State of California Department of Transportation (Caltrans) for matters involving eminent domain in the widening of Interstate 5, Interstate 10, and Interstate 405 within the County of Los Angeles.

**Beth B. Finestone, MAI, FRICS**, Managing Director, has served on the peer review committee for the SCCAI and is currently serving on the education committee. In addition, she is a fellow of RICS and is working toward the SR/WA designation by the IRWA. She has been active in acquisition appraisals for Southern California Edison Company (SCE) in Tulare, Los Angeles, Kern, and Riverside counties; Orange County Transportation Authority (OCTA); Riverside County Transportation Commission as part of the expansion of the SR-91 freeway in Corona; City of Bellflower; the CRA/LA; City of Ontario; City of Inglewood; the State of California Department of General Services; and the U.S. General Services Administration. Ms. Finestone has the lead role for all acquisition work done by the firm on behalf of SCE. She completed the appraisal of 10 acres of open space land in Castaic for the State of California Department of Water Resources and appraised the Del Mar Racetrack and Thoroughbred Club for the State of California Department of General Services. Recently, Ms. Finestone appraised 845 acres of land for purchase by the State Department of Parks and Recreation proximate to the Hungry Valley State Vehicular Recreation Area. She has significant experience in working with school districts for both acquisition assignments and disposition of surplus sites. Additionally, Ms. Finestone is the sole reviewer for the Los Angeles Unified School District for appraisal review assignments which involve properties over \$1 million. She has also reviewed large numbers of appraisals for OCTA and City of Ontario. She also oversees the administration of the office and works with and mentors junior members of the staff. She has been honored locally for her professional accomplishments. In 2009 she was a *Los Angeles Business Journal* nominee for Executive of the Year – Women Making a Difference. In October 2006 Ms. Finestone was honored as one of *Real Estate Southern California's* 2006 Women of Influence for contributions to commercial real estate and devotion to community enrichment.

**William Larsen, SR/WA**, Director, is the immediate Past President of the Los Angeles-Bakersfield Chapter of the IRWA, has chaired and moderated the Chapter's Annual Valuation Seminar since 2008, and has been a Chapter Board member since 2004. He is also an associate member of the Appraisal Institute. Mr. Larsen has specialized in eminent domain and litigation appraisal since 1995 and has served as Project Manager on multi-property appraisal assignments involving in excess of 100 subject properties. Mr. Larsen is Yellow Book certified.

**Adam M. Bogorad, MAI**, Associate Director, a member of the Appraisal Institute who has worked in real estate since 2002, has completed assignments covering a wide range of property types for both public and private sector clients, including Caltrans, SCE, numerous public agencies and school districts, McDonald's USA, and a number of law firms. In addition, Mr. Bogorad has extensive experience with matters of eminent domain and has been designated as a real estate expert witness in the Superior Court of California. In 2009 he was accredited by the State Bar of California to present continuing legal education courses related to various aspects of real estate analysis.

Each of the above senior appraisers has qualified as an expert witness in real estate valuation matters.

#### ***Profile of the Firm***

Integra Realty Resources – Los Angeles is the dba of Ellis Group, Inc. (founded in 1996 and incorporated in California in 1997). IRR-Los Angeles, an independently owned firm, is the result of the consolidation of Ellis Group, Inc. with Integra Realty Resources, Inc. in 1999. As a part of this national network of over 650 professions in nearly 70 local offices from coast to coast, IRR-Los Angeles enjoys comprehensive access to a wealth of data and advanced analytic tools. With more MAIs and CREs than any other company, we can coordinate appraisal, valuation, and counseling services throughout the United States. Affiliated companies in Mexico and Canada allow us to coordinate real estate counseling and valuation services throughout North America. Our clients include lending institutions, investment advisory firms, corporations, developers, investors, governmental agencies, and the legal profession.

IRR-Los Angeles is capable of providing full valuation services within the scope of a defined assignment, including analysis and definition of the appraisal problem, accurate and timely estimation of time and cost to the Successor Agency to complete the project, research and data verification, highest and best use analysis, field inspection, valuation analysis, and reporting writing. In addition, IRR-Los Angeles's senior professionals can serve as expert witnesses in support of their work product in court and/or before arbitration boards.

Since its founding, approximately 4,000 appraisal assignments have been successfully completed by the firm. Of these, nearly 800 assignments have been for public agencies (municipal, county, state, and federal) throughout Southern California.

#### ***Public Agency Assignments***

Our ability to address valuation assignments which may have some relevance to the current appraisal needs of the Successor Agency is illustrated through various public agency projects as shown below.

1. City of Ontario On-call Appraisal Services: Appraisal of multiple parcels of industrial, commercial, and multi-residential properties, concentrated in the vicinity of Ontario International Airport. In addition to performing acquisition and disposition appraisals for the City of Ontario and its Housing Department, we have also been

- retained to complete appraisal reviews of outside appraisals prepared by other fee appraisers for parcels within Ontario.
2. State of California Department of Transportation Designated Expert Witness: Since 2007 John Ellis has worked with Caltrans as the designated expert witness in 26 matters involving transportation corridor improvements along the I-5, I-10, I-405, and SR-138 in Los Angeles, San Bernardino, and Orange counties.
  3. City of Riverside, Tyler Street-Widening Project: The appraisal of 93 parcels affected by a major street-widening project. Our involvement in this project included budgetary planning, acquisition appraisals, pre-trial exchange appraisal updates, and the preparation for expert testimony (although all cases settled before trial).
  4. Orange County Transportation Authority: On-call appraisal and appraisal review services for various transportation corridor projects. During the past year we have been involved in the appraisal of open-space mitigation land, industrial and commercial properties related to transportation corridors. Some of the appraisals were the valuation of surplus land, while others were for part of full-take acquisition. We are currently involved in the review of 31 appraisals related to the Lakeview Avenue Grade Separation Project.
  5. City of Inglewood On-call Appraisal Services: Appraisal of multiple parcels of commercial and residential properties in redevelopment areas of Inglewood.
  6. City of Bellflower: We have completed more than 30 appraisals for the City of Bellflower relating to acquisitions for various redevelopment projects, including commercial, residential, and industrial properties. Some of the properties have had highest and best use issues as improved, and others have been vacant land.
  7. Los Angeles County Metropolitan Transportation Authority (LACMTA): More than 30 assignments performed that have included the valuations of whole properties, partial interests as a part of the whole (including easements), remainder valuation, uneconomic remainders, severance damages, and benefits.
  8. Los Angeles World Airports, Pipeline Land: The purpose of the appraisal was to develop an opinion of the fair market value of the fee simple interest in the land supporting various pipeline easements running through the airport property (larger parcel), including land within the runway and tarmac areas. We also estimated the fair market rent of the land supporting these pipeline easements.
  9. Los Angeles World Airports, Non-Airline Industrial and Commercial Off-Airport Land: The purpose of the appraisal was to develop an opinion of the fair market value of the fee simple interest in the underlying land associated with the "Non-Airline Industrial" properties as a group and a separate fair market value for the underlying land associated with the "Commercial Off-Airport" properties as a group, on and near Los Angeles International Airport.
  10. Los Angeles World Airports, Off-Airfield Commercial Land: The purpose of the appraisal was to develop a separate opinion of the fair market value of the fee simple interest in the underlying land associated with three groups of properties, the "Cargo Parcels," "Maintenance Lease Parcels," and "Temporary Construction Lease Parcels" within Los Angeles International Airport.
  11. The U.S. General Services Administration (GSA), Otay Mesa Border Station Project: The subject of this appraisal was a vacant, industrial zoned site of 9.93± acres which

is located immediately adjacent to the existing commercial border crossing facility identified as the Otay Mesa Border Station. This port of entry serves as the main border crossing facility for commercial vehicles crossing between San Diego, California, and Tijuana, Mexico. The GSA used the appraisal to successfully negotiate the acquisition of the property for the expansion of the border crossing facility.

12. State of California Department of General Services: The appraisal of the Del Mar Racetrack and Thoroughbred Club which involved the appraisal of more than 430 acres of land. Some of the land was zoned open space; some was wetlands, while other was mitigation land. The land was appraised based on its current use, with no redevelopment potential considered. In addition to the land appraisal, we completed a market value analysis of the improved property with a use restriction that required the property be continued to be used as a racetrack, thoroughbred club and fairground.
13. Oxnard Union High School District: The appraisal of an 119.7± acre agricultural site in 2007 that is being considered for a new high school. Development of the property is subject to land use restrictions imposed by the Coastal Commission, the SOAR initiative, and the Oxnard Airport Sphere of Influence, which adversely affects the value of the property. In addition to a fair market value indication, we provided a rental analysis of the land to allow the school district access to the site to conduct soil testing.
14. Acquisition appraisals, appraisal updates, and appraisals for pre-trial exchange involving approximately 60 parcels in the Lincoln/Woodbury redevelopment project area of Los Angeles County. Work has been ongoing since 1997 and this project is currently active.
15. Appraisal of the Water Filtration and Distribution Plant serving the entire City of Inglewood, California: Appraisal was completed to assist the City in the completion of a bond issue for which some of its public facilities would be utilized as collateral.
16. Appraisal of the fee simple and leased fee interests of 4665 Lampson Avenue in Los Alamitos, California: This property was appraised both as vacant land (with 12.37± acres) under a community facilities zone designation, and as improved with an 86,400± square-foot, two-story office building. The valuation of the property as improved included an analysis of excess land. The leased fee analysis considered the impact of a long-term ground lease which covered the period of May 1971 to June 2021.

#### ***Client References***

A substantial number of our clients retain us because of our ability to understand complex real estate valuation issues, to frame assignments in a manner which our clients (and the courts) can understand, and to be in a position of supporting our analysis and conclusions through the litigation process (including expert testimony at bench and jury trials). Below are sample references for our firm.

Ms. Marilyn J. Staats

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<b>San Joaquin Cross Valley Loop Project</b>		
<i>Name of Firm</i>	Southern California Edison Company	
<i>Address</i>	2131 Walnut Grove Avenue, Rosemead, CA 91170	
<i>Contact Person</i>	David L. Guder, CCIM, SR/WA Project Manager david.guder@sce.com	<i>Telephone</i> (626) 302-4179
<i>Period of Performance</i>	2010 to 2012	<i>Contract Value</i> \$160,000
<i>Project Manager</i>	Beth B. Finestone, MAI, FRICS	<i>Appraisers</i> Adam M. Bogorad, MAI Adam M. Dembowitz
<i>Brief Description of Service Provided</i> The San Joaquin Cross Valley Loop Project involved the appraisal of 49 properties in two phases. The purpose of the appraisals was for easement acquisitions, with the first phase properties involving the perfection and upgrading of existing easements. The second phase properties involved the acquisition of new easements. Property types were primarily producing agricultural land (citrus, olives, almonds, stone fruit, grapes and row crops). Other land uses included ranches, commercial and residential properties. Our appraisals considered a valuation of the part taken, as well as severance damages and project benefits.		

<b>SR-91 Widening Project</b>		
<i>Name of Firm</i>	Overland Pacific & Cutler, Inc.	
<i>Address</i>	2280 Market Street, Suite 200, Riverside, CA 92501	
<i>Contact Person</i>	Mark R. La Bonte, SR/WA Program Manager/Principal mlabonte@opcservices.com	<i>Telephone</i> (951) 683-2353
<i>Period of Performance</i>	February 2012 to present	<i>Contract Value</i> \$461,950
<i>Project Manager</i>	Beth B. Finestone	<i>Appraisers</i> Adam M. Bogorad Adam M. Dembowitz
<i>Brief Description of Service Provided</i> Appraisal of parcels under 47 separate ownerships affected by acquisitions and easements for the SR-91 Widening Project through the City of Corona. The complete summary appraisal reports and appraisal summary statements include a valuation of the properties in the before and after condition. Some of the properties are very complex and had significant severance damage analyses due to loss of building improvements, parking, loading, etc.		

Ms. Marilyn J. Staats

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<b>I-405 Sepulveda Pass HOV Lane Project</b>		
<i>Name of Firm</i>	State of California Department of Transportation	
<i>Address</i>	100 South Main Street, MS-6, Los Angeles, CA 90012	
<i>Contact Person</i>	Andrew P. Nierenberg, Deputy District Director, Right of Way, Caltrans District 7 <a href="mailto:andrew_p_nierenberg@dot.ca.gov">andrew_p_nierenberg@dot.ca.gov</a>	<i>Telephone</i> (213) 897-1901
<i>Period of Performance</i>	May 2009 to April 2010	<i>Contract Value</i> \$40,000
<i>Project Manager</i>	John G. Ellis, MAI, CRE, FRICS	<i>Appraiser</i> William Larsen, SR/WA
<i>Brief Description of Service Provided</i> The purpose of the appraisals (for the use of the Los Angeles County Metropolitan Transportation Authority and the State of California Department of Transportation) was to estimate the market value of the various property interests to be acquired for the I-405 Sepulveda Pass HOV Lane Project. This assignment included appraisals for partial acquisitions of eight larger parcels within the categories of commercial, multi-residential, and open space land use. The appraisals included an analysis of potential severance damages and project benefits.		
<b>People v. NCO, Ltd, et al.</b>		
<i>Name of Firm</i>	State of California Department of Transportation – Legal Division	
<i>Address</i>	100 South Main Street, Suite 1300, Los Angeles, CA 90012-3702	
<i>Contact Person</i>	Mark A. Berkebile, Esq. <a href="mailto:mark_berkebile@dot.ca.gov">mark_berkebile@dot.ca.gov</a>	<i>Telephone</i> (213) 687-6000
<i>Period of Performance</i>	February 2010 to January 2011	<i>Contract Value</i> \$16,000
<i>Project Manager</i>	John G. Ellis	<i>Appraiser</i> Adam M. Dembowitz
<i>Brief Description of Service Provided</i> Pre-trial exchange appraisal prepared for an environmentally contaminated commercial property in the City of Norwalk, California. The project was initially presented as a part take, but was modified to become a full take acquisition. Mr. Ellis was the principal appraiser in this assignment which included the completion of the appraisal pursuant to Caltrans standards, as well as deposition and preparation for trial. The case ultimately settled shortly before the start of trial.		
<b>Alameda Corridor Transit Authority SR-47 Expressway Project</b>		
<i>Name of Firm</i>	Nossaman LLP	
<i>Address</i>	777 South Figueroa Street, 34 <sup>th</sup> Floor, Los Angeles, CA 90017	
<i>Contact Person</i>	Howard D. Coleman, Esq. <a href="mailto:hcoleman@nossaman.com">hcoleman@nossaman.com</a>	<i>Telephone</i> (213) 612-7821
<i>Period of Performance</i>	June to October 2010	<i>Contract Value</i> \$59,500
<i>Project Manager</i>	John G. Ellis	<i>Appraiser</i> Adam M. Bogorad
<i>Brief Description of Service Provided</i> This current assignment includes appraisals for partial acquisitions of approximately 80 easements in five larger parcels at the Port of Long Beach. Some of the lands were at differing elevations, including submerged land within the Cerritos Channel. The appraisals include an analysis of potential severance damages and project benefits. The purpose of the appraisals for the use of the Alameda Corridor Transportation Authority (ACTA) is to estimate the market value of the various property interests to be acquired for the expansion of the Terminal Island Freeway and bridge within the Port of Long Beach.		

<b>Milliken Avenue Grade Separation Project</b>		
<i>Name of Firm</i>	Overland, Pacific & Cutler, Inc.	
<i>Address</i>	3750 Schauffele Avenue, Suite 150, Long Beach, CA 90808	
<i>Contact Person</i>	Min V. Saysay Transportation Program Manager/Principal <a href="mailto:msaysay@opcservices.com">msaysay@opcservices.com</a>	<i>Telephone</i> (562) 304-2000
<i>Period of Performance</i>	September 2011 to November 2012	<i>Contract Value</i> \$73,000
<i>Project Manager</i>	Beth B. Finestone	<i>Appraiser</i> William Larsen
<i>Brief Description of Service Provided</i> For the Milliken Avenue Grade Separation Project in the City of Ontario 11 parcels involving a combination of full and partial-takes, temporary construction easements, and easement valuations at the existing Milliken Avenue/Mission Boulevard/Union Pacific Railroad at-grade crossing.		

<b>M2 Environmental Mitigation Program</b>		
<i>Name of Firm</i>	Orange County Transportation Authority	
<i>Address</i>	550 South Main Street, Orange, CA 92863	
<i>Contact Person</i>	Dan Phu Section Manager, Project Development <a href="mailto:dphu@octa.net">dphu@octa.net</a>	<i>Telephone</i> (714) 560-5907
<i>Period of Performance</i>	2011 to 2012	<i>Contract Value</i> \$65,550
<i>Project Manager</i>	Beth B. Finestone	<i>Appraiser</i> Ryan J. Dobbins
<i>Brief Description of Service Provided</i> We have appraised multiple properties totaling approximately 1,300 acres as part of the ongoing M2 Environmental Mitigation Program.		

**Scope of Services**

In response to your recent request for proposal, this writing expresses our interest and availability for the completion of appraisal services concerning the properties referenced below. The properties are located within the City of Montclair and are owned by the Successor Agency.

Property No.	APN	Property Address	Zoning	Land Use	Lot Size (±SF)
1	1007-722-07	8752 Monte Vista Avenue	Specific Plan	Vehicle storage	120,661
2	1008-332-04	4960 Palo Verde Street	C-3 General Commercial	Vehicle storage	62,726
3	1012-141-18	NWC Dale Street and Camulos Avenue	MIP Manufacturing Industrial	Vacant	115,870

The noncondemnation purpose of the appraisals is to determine for property disposition the monthly market rent of 0.93 acres of Property No. 1 (leased to Metro Nissan), the monthly market rent and fair market values of Property No. 2 (leased to Metro Nissan), and the fair market value of Property No. 3 (remaining remnant after construction of the Ramona Avenue Grade Separation project).

Upon receiving authorization to proceed, we would complete a thorough inspection of the subject properties and review available information about their histories and operations. We would conduct an independent investigation of relevant market factors, including investigations into comparable sale properties that would be relevant in the valuation process. We would analyze this data and develop an opinion of the market rent and fair market values of the subject properties. Upon completion of our analysis, we would prepare a summary appraisal report for each in full compliance with the USPAP.

***Fee and Timing***

For our services as described above, our fee for the completion of an appraisal report is proposed at **\$9,800**. We propose to have our report completed within **30 days** of receiving notice to proceed.

***Information to Be Provided by Client***

Attached to this letter you will find Exhibit B, which is a list of information that would be useful and/or necessary for us in the completion of our appraisal services on your behalf. In completing this proposal at the above-referenced fee and timing, we have assumed that the information identified on Exhibit B will be made available to us at the onset of our assignment. In the absence of receiving some of these referenced items, it may be necessary for us to include limitations and/or special assumptions within the appraisal report, or to spend additional time (at additional cost) to identify and gather this information from other sources. If you believe any of the items identified on Exhibit B will not be available to us during the course of our appraisal, please notify us immediately so we may discuss the situation and address it to your satisfaction.

***Supplemental Services***

Additional services requested for consultation, special studies, negotiations, preparation of or appearance for testimony, and similar services will be provided upon request and will be billed additionally at the hourly rates set forth as Exhibit A to this proposal. Fees will be billed monthly based on the work actually completed.

***Verification of Insurance***

The firm maintains a valid worker's compensation insurance policy and employer's liability insurance for all persons employed in the firm and for all persons employed in the performance of services under any contract awarded. We also carry general liability insurance (bodily injury and property damage) in an amount of not less than \$1,000,000 per occurrence with a \$2,000,000 maximum. We carry certificates of insurance and an amendment to the policy for a thirty (30) days' notice in writing prior to cancellation, termination, or expiration of any kind. In addition, the firm carries professional liability insurance, and automobile liability insurance consistent with the State of California Financial Responsibility requirements, California Vehicle Code (CVC) 16020(a) as well as a thirty (30) day cancellation clause as described above. Upon selection for this contract, the Successor Agency will be added to all policies as a certificate holder.

Ms. Marilyn J. Staats

July 26, 2013

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***Business License***

Upon selection for this contract IRR-Los Angeles will obtain a City of Montclair Business License.

***General Issues***

Payment for the completion of reports will be due upon their completion. To the extent that supplemental services are requested, these will be billed on a monthly basis. For these services, if provided, an advance retainer may be requested. For these services, if provided, payment is due within 30 days of the invoice date. Fees unpaid after 30 days are subject to a finance charge equal to 1.5% per month on all unpaid balances.

This proposal is valid for 60 days.

Our appraisal analysis will incorporate the Assumptions and Limiting Conditions which are attached to this proposal. To the extent that we prepare a written appraisal report, these Assumptions and Limiting Conditions (or a set which is effectively equivalent) will be incorporated into the appraisal report.

Fees quoted herein are for the provision of professional services and are not, in any way contingent upon the valuation reported or the outcome of any pending matter for which valuation is required. In the event of any controversy, claim, or dispute between us related to this agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, including those for investigation, collection efforts, and legal fees. Disputes, if any, will be resolved through binding arbitration in Los Angeles County, California.

Damages (if any) for which the appraiser and/or appraisal firm would be liable will be limited to the amount of compensation paid as the fee for providing services.

If this proposal meets with your approval, our receipt of a signed copy of this letter will serve as our notice to proceed.

Ms. Marilyn J. Staats

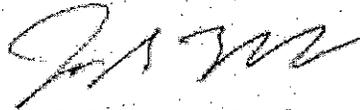
July 26, 2013

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Thank you for the opportunity of submitting this proposal. If you have any questions or comments about it, please call me.

Sincerely,

**INTEGRA REALTY RESOURCES – LOS ANGELES**



John G. Ellis, MAI, CRE, FRICS

Senior Managing Director

JGE/mt

Enclosures: Exhibit A (Schedule of Hourly Rates

Exhibit B (Information Requested from Client)

Exhibit C (Assumptions and Limiting Conditions)

Professional Qualifications and Licenses of John G. Ellis, MAI, CRE, FRICS

Beth B. Finestone, MAI, FRICS

William Larsen, SR/WA

Adam M. Bogorad, MAI

Ryan J. Dobbins

Aaron Z. Aftergut

Adam M. Dembowitz

AGREED & ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013

BY: \_\_\_\_\_

\_\_\_\_\_  
NAME (PRINT)

\_\_\_\_\_  
AUTHORIZED SIGNATURE

## EXHIBIT A

### SCHEDULE OF HOURLY RATES

John G. Ellis, MAI, CRE, FRICS: (Senior Managing Director)	\$325 per hour for appraisal and consulting \$450 per hour for trial preparation and expert testimony
Beth B. Finestone, MAI, FRICS: (Managing Director)	\$300 per hour for appraisal and consulting \$350 per hour for trial preparation and expert testimony
Adam M. Bogorad, MAI (Associate Director)	\$250 per hour for appraisal and consulting \$300 per hour for trial preparation and expert testimony
Directors/Senior Consultants:	\$200 to \$250 per hour
Senior Analysts:	\$180 to \$230 per hour
Analysts:	\$140 to \$175 per hour
Researchers:	\$90 to \$135 per hour
Administrative Staff: (For supplemental documentation requests)	\$70 per hour

*Effective for the six-month period starting July 1, 2013*

## EXHIBIT B

### *INFORMATION NEEDED TO COMPLETE APPRAISAL ASSIGNMENT FOR Multiple Properties, Montclair, California*

A summary of items we typically need to complete a well-documented report are summarized below.

- Name and telephone number of contact to obtain access to the subject;
- A full-sized copy of a survey/site plan or legible 11x17-inch reduction depicting locations of ancillary improvements as well as the footprint of any buildings;
- The most recent title policy or commitment;
- Historical acquisition cost of subject, terms, date and legal names of parties involved or a copy of the contract;
- Any unsolicited or solicited offerings or contracts for sale of the subject within the last 12 months;
- Historical operating income and expenses statements for last three years and the current year-to-date;
- Most recent environmental and/or engineering reports;
- Executed lease or proposed draft for each property;
- Any available information on credit of tenant; and
- Any other information you would like me to consider or think would be helpful.

## EXHIBIT C

### ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is based on the following assumptions, except as otherwise noted in the report.

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
5. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal is subject to the following limiting conditions, except as otherwise noted in the report.

1. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
2. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
3. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
4. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
5. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.
6. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
7. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations, such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters.
8. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
9. Except as provided in the Agreement, neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the person signing the report.
10. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
11. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
12. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
13. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
14. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.

15. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.
16. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of any property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. In as much as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, we cannot comment on compliance to ADA. Given that compliance can change with each owner's financial ability to cure non-accessibility, the value of the subject does not consider possible noncompliance. A specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
17. Except as provided in the Agreement, the appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. Except as provided in the Agreement, it may not be used or relied upon by any other party. Except as provided in the Agreement, all parties who use or rely upon any information in the report without our written consent do so at their own risk.
18. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property and the person signing the report shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
19. The person signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
20. Integra is not a building or environmental inspector. Integra does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
21. The appraisal report and value conclusion for an appraisal assumes the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
22. Integra Realty Resources – Los Angeles, an independently owned and operated company shall prepare the appraisal for the specific purpose so stated elsewhere in this proposal. The intended use of the appraisal is stated in the General Information section of the report. Except as provided in the Agreement, the use of the appraisal report by anyone other than the Client is prohibited. Accordingly, except as provided in the Agreement, the appraisal report will be addressed to and shall be solely for the Client's use and benefit.
23. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public record, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. Integra Realty Resources, Inc. and the undersigned are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.
24. All prospective value estimates presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

As will be determined during the course of the assignment, additional assumptions may be required in order to complete the assignment, which additional assumptions shall be reasonably satisfactory to Client and shall be stated in full in the report. The appraisal shall also be subject to those assumptions.



## PROFESSIONAL QUALIFICATIONS AND LICENSES OF KEY PERSONNEL

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER ADOPTION OF RESOLUTION NO. 13-11, A RESOLUTION OF THE SUCCESSOR AGENCY TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY APPROVING AND ADOPTING A LONG-RANGE PROPERTY MANAGEMENT PLAN PURSUANT TO SECTION 34191.5 OF THE HEALTH AND SAFETY CODE	<b>DATE:</b> November 4, 2013
	<b>SECTION:</b> RESOLUTIONS
	<b>ITEM NO.:</b> 4
	<b>FILE I.D.:</b> SAG050
	<b>DEPT.:</b> SUCCESSOR AGENCY

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**REASON FOR CONSIDERATION:** AB 1X 26 dissolved redevelopment agencies in the State of California as of February 1, 2012. On June 27, 2012, AB 1484 was enacted to make technical and substantive amendments to AB 1X 26. These laws are collectively referred to the "Dissolution Act."

One of the responsibilities of the Successor Agency pursuant to the Dissolution Act is to prepare a Long-Range Property Management Plan that governs the disposition and use of the real properties of the former redevelopment agency. Pursuant to Health and Safety Code Section 34191.5, the Long-Range Property Management Plan shall be submitted to the Oversight Board and the Department of Finance (DOF) for approval no later than six months following the issuance to the Successor Agency of the DOF's Finding of Completion. The Successor Agency to the City of Montclair Redevelopment Agency received a Finding of Completion from DOF on May 15, 2013; therefore, the deadline for submitting the Long-Range Property Management Plan for the former City of Montclair Redevelopment Agency to DOF is November 14, 2013.

Exhibit A is a checklist developed by DOF outlining the requirements that must be found in the Long-Range Property Management Plan pursuant to Health and Safety Code Section 34191.5. Because of its length, the Long-Range Property Management Plan for the Successor Agency to the City of Montclair Redevelopment Agency is included in the agenda packet for consideration.

**BACKGROUND:** The original plan for the disposition of assets contemplated in AB 1X 26 was the immediate sale and disposition of all redevelopment assets. However, pursuant to AB 1484, the disposition of assets became subject to the preparation of a Long-Range Property Management Plan that requires the approval of DOF. In general, the Long-Range Property Management Plan addresses the disposition and use of the real properties of the former redevelopment agency. The following components must be included in the Long-Range Property Management Plan:

1. Inventory of all properties in the Community Redevelopment Property Trust Fund ("Trust Fund"), established to serve as the repository of the former redevelopment agency's real properties. The inventory shall consist of all the following information:

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

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

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- a. **Date of acquisition** of the property and the value of the property at that time, and an estimate of the current value of the property.
  - b. **Purpose** for which the property was acquired.
  - c. **Parcel data** including address, lot size, and current zoning in the former redevelopment agency plan or specific, community, or general plan.
  - d. **Estimate of the current value** of the parcel including, if available, any appraisal information.
  - e. **Estimate of any lease, rental, or any other revenues** generated by the property, and a description of the contractual requirements for the disposition of those funds.
  - f. **History of environmental contamination**, including designation as a brownfield site and related environmental studies, and history of any remediation efforts.
  - g. Description of the **property's potential for transit-oriented development and the advancement of the planning objectives** of the successor agency.
  - h. Brief history of **previous development proposals** and activity including the rental or lease of property.
2. Address the use or disposition of all the properties in the Trust Fund. Permissible uses include:
- a. **Retention for governmental use** pursuant to subdivision (a) of Section 34181.
  - b. **Retention for future development.**
  - c. **Sale** of the property.
  - d. **Use of the property to fulfill an enforceable obligation.**
3. Separately identify and list properties in the Trust Fund dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation. With respect to the use or disposition of all other properties, all the following shall apply:
- a. If the plan directs the use or liquidation of the property for a project identified in an approved redevelopment plan, the property shall transfer to the city, county, or city and county.
  - b. If the plan directs the liquidation of property or the use of revenues generated from the property, such as lease or parking revenues, for any purpose other than to fulfill an enforceable obligation or other than that specified in subsection 3(a) above, the proceeds from the sale shall be distributed as property tax to the taxing entities.
  - c. Property shall not be transferred to a successor agency, city, county, or city and county unless the Long-Range Property Management Plan has been approved by the oversight board and DOF.

The Long-Range Property Management Plan for the Successor Agency to the City of Montclair Redevelopment Agency contains seven properties in the Community Redevelopment Property Tax Trust Fund. These properties and their recommended disposition are listed as follows:

<i>Property</i>	<i>Proposed Disposition</i>
8752 Monte Vista Avenue (Police Impound Center)	Transfer to the City for Public Use (One third of the site is leased to Metro Nissan

4985 Richton Street (Montclair Transcenter)	Transfer to the City for Public Use/Future Development
9499 Monte Vista Avenue (Freedom Plaza Park)	Transfer to the City for Public Use
4960 Palo Verde Street (Metro Nissan Vehicle Sales Lot)	Offer for Sale to Metro Nissan or Continue Lease
5326 San Bernardino Street (Hurst property)	Transfer to the City for Future Development
4385 Holt Boulevard (Parcel adjoining Reeder Ranch)	Transfer to the City for Public Use
No Street Address (Property remnant from Ramona Avenue Grade Separation Southeast corner State Street and Ramona Avenue)	Offer for Sale

It should be noted that Health and Safety Code Section 34191.5(c)(2)(A) governing the preparation of the Long-Range Property Management Plan allows the Long-Range Property Management Plan to provide for the transfer of properties to the City "for a project identified in an approved redevelopment plan." Unfortunately, at this time, staff is not aware of any guidance from DOF regarding what constitutes "a project identified in an approved redevelopment plan." At this point it is impossible to guess the ultimate disposition of the above listed parcels given DOF's decision-making processes.

As a part of DOF's decision-making process, the Successor Agency for the City of Montclair Redevelopment Agency was faced with an unusual directive from DOF to list the 98 units sold to the Montclair Housing Corporation on the Long-Range Property Management Plan. These housing units were purchased and rehabilitated by the former Redevelopment Agency with Low- and Moderate-Income Housing Funds. The 98 units contain 55-year deed restrictions for affordability; approximately 80 percent of the units are deed-restricted for very low-income families; and over 300 people currently reside in these units. In the opinion of Agency Special Counsel, these units should not be listed on the Long-Range Property Management Plan.

In April 4, 2011, the Redevelopment Agency Board of Directors and the Montclair Housing Corporation Board of Directors approved the sale of these 98 housing units to the Montclair Housing Corporation with the approval of Redevelopment Agency Special Counsel. The properties were sold by the Redevelopment Agency to the Montclair Housing Corporation for approximately \$12 million with the provision that all loan payments would be forgiven as long as the properties remained affordable housing subject to 55-year affordability covenants. The Montclair Housing Corporation was established in June 1994 to maintain and manage certain rental properties that the former Redevelopment Agency purchased and rehabilitated for the purpose of providing affordable housing with Low- and Moderate-Income Housing Funds to meet Health and Safety Code Inclusionary requirements. As the Successor Agency Board Members know, the City Council acts as the Board of Directors for the Montclair Housing Corporation.

While auditing the former City of Montclair Redevelopment Agency, the State Controller never questioned the validity of the asset transfer to the Montclair Housing Corporation. However, upon issuance of its draft Report in November 2012, the Controller's Office indicated that the housing units transferred to the Montclair Corporation should be returned to the Successor Agency. Successor Agency staff responded to the State Controller's conclusion indicating that the 98 units were existing units of affordable housing containing over 300 tenants. In addition, all the units contain 55 year affordability covenants. The State Controller's staff verbally communicated to Successor Agency staff saying that the units could be retained by the Montclair Housing Corporation upon adoption of a Resolution affirming such action by the Oversight Board. The Oversight Board approved Resolution No. 13-02 approving the transfer of the housing units to the Montclair Housing Corporation on January 23, 2013. The Final Report issued by the State Controller's Office dated March 6, 2013 indicated the Oversight Board had authorized the property transfer and no further action was necessary.

After receipt and review of Resolution No. 13-02 by the Department of Finance (DOF) a letter was received from DOF on May 15, 2013 disallowing the transfer of the 98 housing units to the Montclair Housing Corporation. The action by DOF indicated no "Meet and Confer" on this action was authorized. The letter from DOF did remand the action back to the Oversight Board for consideration. Successor Agency staff verbally communicated with DOF where it was indicated that the housing assets in question should be placed on the Long Range Property Management Plan. It should be noted that DOF did not question the placement of these 98 housing units as assets on the Housing Asset Transfer list submitted by the Successor Agency and Oversight Board in July 2012.

After conference with legal counsel, Successor Agency staff submitted Resolution No. 13-10 to the Oversight Board for consideration. This Resolution directed the Successor Agency to transfer the 98 units of rental housing to the Montclair Housing Authority (Successor Housing Agency) as housing assets. On September 11, 2013, the Oversight Board adopted Resolution No. 13-10 directing the Successor Agency to transfer the 98 low- and moderate-income housing units to the Montclair Housing Authority. On September 18, 2013, a DOF Analyst pulled Resolution No. 13-10 for review. Successor Agency staff is still waiting for a determination regarding this matter.

Staff requests that the Successor Agency go on record as objecting to the inclusion of the 98 Low- and Moderate-Income units on the Long-Range Property Management Plan. Language has been included in Resolution No. 13-11 to this effect.

**FISCAL IMPACT:** Costs associated with appraisal of certain parcels for the Long-Range Property Management Plan have been included on the Recognized Obligation Payment Schedule. Staff time was involved in preparation of the Plan. However, once the Long-Range Property Management Plan is submitted to DOF for review and approval, DOF may demand the sale of parcels held for public use and direct the proceeds from any sale to be paid to reduce bond debt or to the affected taxing agencies.

**RECOMMENDATION:** Staff recommends the Board of Directors of the Successor Agency to the City of Montclair Redevelopment Agency approve Resolution No. 13-11 approving and adopting the Long-Range Property Management Plan pursuant to Section 34191.5 of the Health and Safety Code.



# LONG-RANGE PROPERTY MANAGEMENT PLAN CHECKLIST

**Instructions:** Please use this checklist as a guide to ensure you have completed all the required components of your Long-Range Property Management Plan. Upon completion of your Long-Range Property Management Plan, email a PDF version of this document and your plan to:

Redevelopment\_Administration@dof.ca.gov

The subject line should state "[Agency Name] Long-Range Property Management Plan". The Department of Finance (Finance) will contact the requesting agency for any additional information that may be necessary during our review of your Long-Range Property Management Plan. Questions related to the Long-Range Property Management Plan process should be directed to (916) 445-1546 or by email to [Redevelopment\\_Administration@dof.ca.gov](mailto:Redevelopment_Administration@dof.ca.gov).

Pursuant to Health and Safety Code 34191.5, within six months after receiving a Finding of Completion from Finance, the Successor Agency is required to submit for approval to the Oversight Board and Finance a Long-Range Property Management Plan that addresses the disposition and use of the real properties of the former redevelopment agency.

## GENERAL INFORMATION:

Agency Name: **Successor Agency of the City of Montclair Redevelopment Agency**

Date Finding of Completion Received: May 15, 2013

Date Oversight Board Approved LRPMP: November 13, 2013

## Long-Range Property Management Plan Requirements

For each property the plan includes the date of acquisition, value of property at time of acquisition, and an estimate of the current value.

Yes     No

For each property the plan includes the purpose for which the property was acquired.

Yes     No

For each property the plan includes the parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, community, or general plan.

Yes     No

For each property the plan includes an estimate of the current value of the parcel including, if available, any appraisal information.

Yes     No

For each property the plan includes an estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.

Yes  No

For each property the plan includes the history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts.

Yes  No

For each property the plan includes a description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.

Yes  No

For each property the plan includes a brief history of previous development proposals and activity, including the rental or lease of the property.

Yes  No

For each property the plan identifies the use or disposition of the property, which could include 1) the retention of the property for governmental use, 2) the retention of the property for future development, 3) the sale of the property, or 4) the use of the property to fulfill an enforceable obligation.

Yes  No

The plan separately identifies and list properties dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation.

Yes  No

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## ADDITIONAL INFORMATION

- If applicable, please provide any additional pertinent information that we should be aware of during our review of your Long-Range Property Management Plan.

The Successor Agency to the City of Montclair Redevelopment Agency has included 98 units of low-to moderate-income housing (**Housing Assets**) in the Long- Range Property Management Plan currently held by the Montclair Housing Corporation. These properties are included in the PMP at the direction of the Department of Finance (DOF). **It is the opinion of the Successor Agency, Successor Agency Counsel, and the Oversight Board that these Housing Assets should not be placed in the Long-Range Property Management Plan. These housing units were purchased and rehabilitated by the former Redevelopment Agency with Low-and Moderate-Income Housing Funds. The 98 units contain 55 year deed restrictions for affordability; approximately 80 percent of the units are deed restricted for very low income families; and over 300 people currently reside in these units.**

On April 4, 2011, the Redevelopment Agency Board of Directors and the Montclair Corporation Board of Directors approved the sale of these 98 housing units to the Montclair Housing Corporation with the approval of Redevelopment Agency Special Counsel. The properties were sold by the Redevelopment Agency to the Montclair Housing Corporation for approximately \$12 million with the provision that all loan payments would be forgiven as long as the properties remained affordable housing subject to 55-year affordability covenants. The Montclair Housing Corporation was established in June 1994 to

maintain and manage certain rental properties that the former Redevelopment Agency purchased and rehabilitated for the purpose of providing affordable housing with Low- and Moderate-Income Housing Funds to meet Health and Safety Code Inclusionary requirements. The City Council acts as the Board of Directors for the Montclair Housing Corporation.

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After receipt and review of Resolution No. 13-02 by the Department of Finance (DOF) a letter was received from DOF on May 15, 2013 disallowing the transfer of the 98 housing units to the Montclair Housing Corporation. The action by DOF indicated no "Meet and Confer" on this action was authorized. The letter from DOF did remand the action back to the Oversight Board for consideration. Successor Agency staff verbally communicated with DOF where it was indicated that the housing assets in question should be placed on the Long Range Property Management Plan. It should be noted that DOF did not question the placement of these 98 housing units as assets on the Housing Asset Transfer list submitted by the Successor Agency and Oversight Board in July 2012.

After conference with legal counsel, Successor Agency staff submitted Resolution No. 13-10 to the Oversight Board for consideration. This resolution directed the Successor Agency to transfer the 98 units of rental housing to the Montclair Housing Authority (Successor Housing Agency) as housing assets. On September 11, 2013, the Oversight Board adopted Resolution No. 13-10 directing the Successor Agency to transfer the 98 low--and moderate-income housing units to the Montclair Housing Authority. On September 18, 2013, DOF Analyst Hanzhao Meng pulled Resolution No. 13-10 for review. Successor Agency staff is still waiting for a determination regarding this matter.

**The Successor Agency Board of Directors and the Oversight Board to the Successor Agency of the City of Montclair Redevelopment Agency request DOF approve the transfer of the 98 housing units purchased with Low-and Moderate-Income Housing Funds to the Montclair Housing Authority.**

**Agency Contact Information**

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Email: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

**Department of Finance Local Government Unit Use Only**

DETERMINATION ON LRPMP:  APPROVED  DENIED

APPROVED/DENIED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVAL OR DENIAL LETTER PROVIDED:  YES DATE AGENCY NOTIFIED: \_\_\_\_\_

Form DF-LRPMP (11/15/12)

**RESOLUTION NO. 13-11**

**A RESOLUTION OF THE SUCCESSOR AGENCY  
TO THE CITY OF MONTCLAIR REDEVELOP-  
MENT AGENCY APPROVING AND ADOPTING  
A LONG-RANGE PROPERTY MANAGEMENT  
PLAN PURSUANT TO SECTION 34191.5 OF  
THE HEALTH AND SAFETY CODE**

**WHEREAS**, pursuant to Health and Safety Code Section 34175(b) and the California Supreme Court's decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.* (53 Cal.4th 231(2011)), all assets, properties, contracts, leases, books, and records, buildings, and equipment of the former Community Redevelopment Agency (the "Agency") transferred to the control of the Successor Agency (the Successor Agency") by operation of law; and

**WHEREAS**, pursuant to AB 26, all California redevelopment agencies were dissolved effective February 1, 2012; and

**WHEREAS**, Pursuant to Health and Safety Code Section 34191.5(b), the Successor Agency must prepare a long-range property management plan which addresses the disposition and use of the real property of the former Agency and which must be submitted to the Oversight Board of the Successor Agency (the "Oversight Board") and the Department of Finance (the "DOF") for approval no later than six months following the issuance by DOF to the Successor Agency of a finding of completion pursuant to Health and Safety Code Section 34179.7; and

**WHEREAS**, Section 34191.5 of the Health and Safety Code requires a successor agency to prepare a long-range property management plan that addresses the disposition and use of the real properties of the former redevelopment agency; and

**WHEREAS**, Section 34191.3 of the Health and Safety Code states that if DOF has not approved the long-range property management plan by January 1, 2015, subdivision (e) of Section 34177 and subdivision (a) of Section 34181 shall be operative with respect to the successor agency. These sections govern the process by which property may be disposed; and

**WHEREAS**, the Successor Agency received DOF's Finding of Completion on May 15, 2013, and the Successor Agency's deadline for submitting the Oversight Board approved Long-Range Property Management Plan to DOF is November 14, 2013; and

**WHEREAS**, the Successor Agency has prepared the Long-Range Property Management Plan ("Plan") for the disposition of Successor Agency properties. The Plan is presented to the Successor Agency for consideration; and

**WHEREAS**, DOF required the Successor Agency to include 98 units of affordable housing in the Long-Range Property Management Plan; and

**WHEREAS**, 80 percent of the 98 units are deed restricted to and occupied by very low-income families and over 300 people occupy the units; and

**WHEREAS**, the Successor Agency strongly objects to the inclusion of these units in the Long-Range Property Management Plan; and

**WHEREAS**, the Oversight Board is scheduled to consider the Plan on November 13, 2013.

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

**Section 1.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**Section 2.** Approval of the Long-Range Property Management Plan through this Resolution does not commit the Successor Agency to any action that may have a significant effect on the environment. As a result, such action does not constitute a project subject to the requirements of the California Environmental Quality Act. The Successor Agency Secretary is authorized and directed to file a Notice of Exemption with the appropriate official of the County of San Bernardino, California, within five (5) days following date of adoption of this Resolution.

**Section 3.** The Successor Agency hereby approves and adopts the Long-Range Property Management Plan, in substantially the form attached to this Resolution as Exhibit A, and maintains an objection to the inclusion of the 98 deed-restricted affordable housing units, pursuant to Health and Safety Code Section 34191.5.

**Section 4.** The Successor Agency Executive Director or his designee is hereby authorized and directed to take any and all action necessary to carry out the purposes of this Resolution and comply with applicable law regarding preparation of the Long-Range Property Management Plan by the Oversight Board, the Successor Agency Executive Director or his designee is hereby authorized and directed to submit such Long-Range property Management Plan to the DOF, the County of San Bernardino Administrative officer, and the San Bernardino County Auditor-Controller pursuant to Health and Safety Code Sections 34180(j) and 34191.5.

**Section 5.** If any provisions of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provisions or applications, and to this end the provisions of the Resolution are severable. The Successor Agency declares that the Successor Agency would have adopted this resolution irrespective of the invalidity of any particular portion of this Resolution.

**Section 6.** The Successor Agency Secretary shall certify to the adoption of the Resolution.

**Section 7.** This Resolution shall become effective immediately upon its adoption.

**APPROVED AND ADOPTED** this XX day of XX, 2013.

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Chairman

**ATTEST:**

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Secretary

I, Yvonne L. Smith, Secretary of the Successor Agency to the City of Montclair Redevelopment Agency, DO HEREBY CERTIFY that Resolution No. 13-11 was duly adopted by the Successor Agency to the City of Montclair 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

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Yvonne L. Smith  
Secretary

**MINUTES OF THE MEETING OF THE MONTCLAIR  
CODE ENFORCEMENT COMMITTEE HELD ON  
MONDAY, OCTOBER 21, 2013, AT 6:00 P.M. IN  
THE CITY HALL CONFERENCE ROOM, 5111  
BENITO STREET, MONTCLAIR, CALIFORNIA**

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**I. CALL TO ORDER**

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

**II. ROLL CALL**

Present: Mayor Eaton, Council Member Dutrey, City Manager Starr;  
Director of Community Development Lustro, Director, Office  
of Public Safety/Police Chief deMoet, Deputy City  
Manager/Director, Office of Economic Development Staats,  
City Attorney Robbins

Absent: Council Member Paulitz

**III. APPROVAL OF MINUTES**

**A. Minutes of Code Enforcement Committee Meeting of  
September 16**

The Code Enforcement Committee approved the minutes of the  
Code Enforcement Committee meeting of September 16, 2013, with  
Mayor Eaton abstaining from the vote since he was not present at  
the September 16, 2013 meeting.

**IV. PUBLIC COMMENT**

None.

**V. OLD BUSINESS**

1. Shopping Cart Containment Ordinance. Community Development  
Director Lustro stated he is currently working on a draft that he  
hopes to bring to the January meeting. He also advised that he  
could provide a rough draft electronically for review prior to the  
January meeting.

2. Pushcart vending. Community Development Director Lustro stated that the cities of Chino and Ontario allow pushcarts while Pomona does not. City Attorney Robbins advised based on a 1985 court decision and also that pushcarts are slow, hazardous to motorists, out of date and unrefrigerated, the City can prohibit pushcarts. Community Development Director Lustro stated that staff can do a relatively simple code amendment but suggested that written notification be provided to the companies located within the City that rent or lease pushcarts. The committee asked Community Development Director Lustro to draft the letter and code amendment and bring it to the next meeting for review.

#### **VI. NEW BUSINESS**

None.

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

Included in the agenda packet was the updated list of problem properties for the Committee's reference. Community Development Director Lustro commented that progress is being made on the majority of the properties and is ongoing.

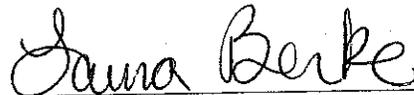
#### **VIII. NEXT MEETING**

The Code Enforcement Committee will not meet in November because of a conflict with a City Council workshop. The next Code Enforcement Committee meeting is scheduled for Monday, December 16, 2013, at 6:00 p.m. in the City Hall Conference Room.

#### **IX. ADJOURNMENT**

At 6:18 p.m., Council Member Dutrey adjourned the Code Enforcement Committee.

Submitted for Code Enforcement  
Committee approval,



\_\_\_\_\_  
Laura Berke  
Administrative Secretary

**MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON MONDAY,  
OCTOBER 21, 2013, AT 6:50 P.M. IN THE CITY  
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA**

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**I. CALL TO ORDER**

Mayor Pro Tem Ruh called the meeting to order at 6:50 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 October 7, 2013.**

Moved by City Manager Starr, seconded by Council Member Raft, and carried unanimously to approve the minutes of the Personnel Committee meeting of October 7, 2013.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**

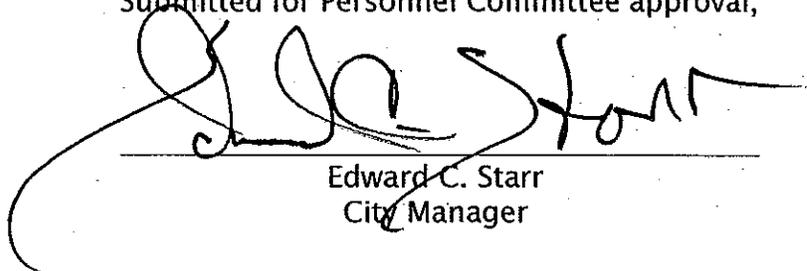
At 6:51 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 6:57 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Ruh stated that no announcements would be made at this time.

**VI. ADJOURNMENT**

At 6:57 p.m., Mayor Pro Tem Ruh adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr  
City Manager