

**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

January 21, 2014

7:00 p.m.

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

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

Page No.

- I. CALL TO ORDER** – City Council, Successor Agency and Montclair Housing Corporation Boards of Directors, and Montclair Housing Authority Commissioners

II. INVOCATION

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

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. PRESENTATIONS

- A. Introduction of Promotee
- B. Presentation of Military Banners to Montclair Servicemen Who Have Completed their Military Service

VI. PUBLIC COMMENT

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

- A. Consider Adoption of Resolution No. 14-3016 Related to a Proposed Five-Year Schedule of Maximum Monthly Rate Caps for Residential Refuse Services and Setting Refuse Rates Initially at Those Proposed to Be Effective February 1, 2014 [CC] 5
- B. Consider Adoption of Resolution No. 14-3017 Related to a Proposed Five-Year Schedule of Maximum Monthly Rate Caps for Commercial Refuse Services and Setting Refuse Rates Initially at Those Proposed to Be Effective February 1, 2014 [CC] 18

VIII. CONSENT CALENDAR

- A. Approval of Minutes
 - 1. Minutes of the Regular Joint Council/Successor Agency Board/MHC Board/MHA Commission Meeting of December 16, 2013 [CC/SA/MHC/MHA]
- B. Administrative Reports
 - 1. Consider Receiving and Filing of Treasurer's Report [CC] 32
 - 2. Consider Approval of Warrant Register and Payroll Documentation [CC] 33
 - 3. Consider Receiving and Filing of Treasurer's Report [SA] 34
 - 4. Consider Approval of Warrant Register [SA] 35
 - 5. Consider Receiving and Filing of Treasurer's Report [MHC] 36
 - 6. Consider Approval of Warrant Register [MHC] 37
 - 7. Consider Receiving and Filing of Treasurer's Report [MHA] 38
 - 8. Consider Approval of Warrant Register [MHA] 39
 - 9. Consider Setting a Public Hearing to Consider Ordinance No. 14-941 Replacing Chapter 5.04 of Title 5 of the Montclair Municipal Code Related to Domestic Animals [CC] 40
 - 10. Consider Setting a Public Hearing to Consider the Following:
 - Adoption of Resolution No. 14-3018 Approving an Addendum to the Initial Study and Mitigated Negative Declaration Associated With the 2006-2014 City of Montclair Housing Element [CC]
 - Approval of a General Plan Amendment for the 2014-2021 City of Montclair Housing Element [CC] 44
 - 11. Consider Amending the Fiscal Year 2013-2018 Capital Improvement Program Adding the Central Avenue and San Bernardino Street Traffic Signal Modification Project [CC]
 - Consider Authorization of a \$150,000 Appropriation From the Gas Tax Fund for the Central Avenue and San Bernardino Street Traffic Signal Modification Project [CC] 53

- 12. Consider Authorizing Staff to Advertise for Bid Proposals for the Maintenance of Paseos Park [CC] 56
- 13. Consider Authorization of a \$25,000 Appropriation From Gas Tax Fund 1102 for a Study Related to Interim Solutions Addressing Traffic Congestion at the Monte Vista Avenue and I-10 Freeway Interchange [CC] 58
- 14. Consider Acceptance of Grant Deed No. 1873, an Easement for Construction, Maintenance, and Use of a Sidewalk Located at 9140 Monte Vista Avenue [CC] 60

C. Agreements

- 1. Consider Approval of Agreement No. 14-06 With Montclair Golden Girls Softball League, Agreement Nos. 14-07 and 14-08 With Montclair Little League, and Agreement Nos. 14-09, 14-10, and 14-11 With All Cities Youth Baseball for Use of Ball Field Facilities [CC] 64
- 2. Consider Approval of Agreement No. 14-12, Amendment One to Agreement No. 04-05, a Mutual Aid Agreement Between the Inland Empire Utilities Agency and Regional Contracting Agencies for Regional Sewer Service Support [CC] 99
- 3. Consider Approval of Agreement No. 14-13, a Memorandum of Understanding Between the City of Montclair and the Montclair Fire Fighters Association [CC] 115

D. Resolutions

- 1. Consider Adoption of Resolution No. 14-3019 Supporting the Monte Vista Water District State Street Metering Station Hydroelectric Project [CC] 117

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE - None

XI. COMMUNICATIONS

A. City Attorney

- 1. Closed Session Pursuant to Government Code Section 54956.9(d)(4) Regarding Potential Litigation
 - 1 Potential Successor Agency Case
- 2. Closed Session Pursuant to Government Code Section 54956.9(d)(1) Regarding Pending Litigation
 - Megan Stafford v. Montclair

B. City Manager/Executive Director

| | | |
|-------|--|-----|
| C. | Mayor/Chairman | |
| D. | Council/SA/MHC/MHA Board | |
| E. | Committee Meeting Minutes <i>(for informational purposes only)</i> | |
| 1. | Minutes of the Code Enforcement Committee Meeting of December 16, 2013 | 120 |
| 2. | Minutes of the Personnel Committee Meeting of January 6, 2014 | 123 |
| XII. | ADJOURNMENT OF SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS AND MONTCLAIR HOUSING AUTHORITY COMMISSIONERS | |
| | <i>(At this time, the City Council will meet in Closed Session regarding potential and pending litigation.)</i> | |
| XIII. | CLOSED SESSION ANNOUNCEMENTS | |
| XIV. | 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, February 3, 2014, 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 January 16, 2013.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 14-3016 RELATED TO A PROPOSED FIVE-YEAR SCHEDULE OF MAXIMUM MONTHLY RATE CAPS FOR RESIDENTIAL REFUSE SERVICES AND SETTING REFUSE RATES INITIALLY AT THOSE PROPOSED TO BE EFFECTIVE FEBRUARY 1, 2014

DATE: January 21, 2014

SECTION: PUBLIC HEARINGS

ITEM NO.: A

FILE I.D.: REF285

DEPT.: ADMIN. SVCS.

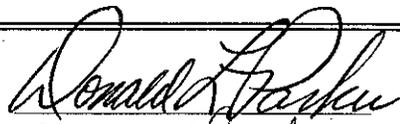
REASON FOR CONSIDERATION: The City of Montclair provides a number of property-related services to residents and property owners within the City's administrative boundaries including greenwaste, recycling, and refuse services—collectively referred to herein as "refuse services." The cost of providing refuse services is charged directly to residents and property owners.

Pursuant to Section 6.16.050 of Title 6 of the Montclair Municipal Code, the City Council may, from time to time, consider adjustments to rates for refuse services; however, in compliance with Proposition 218 (1996), rate adjustments cannot exceed established maximum rate caps unless and until such rates caps are increased pursuant to the public notification and hearing process as required by Proposition 218. The City Council authorizes Proposition 218 public notifications and hearings for property-related fee adjustments and establishes fee caps related thereto.

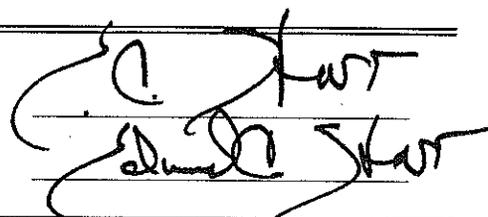
Burrtec Waste Industries, Inc., the City's franchise refuse hauler, is requesting rate increases for residential and commercial accounts. In order to properly consider refuse rate increases, the City Council must first provide notifications and conduct hearings pursuant to Proposition 218. The Proposition 218 process was approved by the City Council at the November 18, 2013 meeting; and in accordance with that, notifications have been made and additionally a public workshop is to be held to answer questions. On January 21, 2014, the appropriate public hearing will be conducted; and if a majority protest is found to not be present, this public hearing will be conducted and consideration given to adopt the proposed rate schedules and caps.

BACKGROUND: Burrtec Waste Industries, Inc. (Burrtec), the City's franchise solid waste hauler, is seeking an adjustment to residential and commercial refuse rates. Proposed rate adjustments include new fees for recycling and sanitation to comply with state law mandates, provide enhanced service levels to the community, establish a new multifamily commercial rate, and provide commercial operators with a range of optional services.

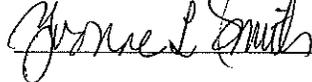
Prepared by:



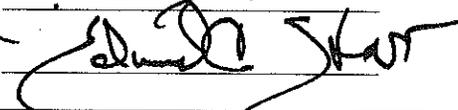
Reviewed and Approved by:



Proofed by:



Presented by:



Residential Rates

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

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

Burrtec is requesting a 4.89 percent rate adjustment with an effective date of on or about February 1, 2014.

Residential Refuse Rate: Five-Year Schedule of Maximum Rate Caps

Table 1 below reflects the proposed schedule of maximum refuse rates that could be assessed to residential ratepayers for the five-year rate period that runs from February 1, 2014, through January 1, 2018. At no time during each of the annual rate periods could refuse rates exceed the applicable maximum monthly rate cap for the effective year. If a request for refuse rate increases exceeds the effective maximum monthly rate cap for the applicable year, a new Proposition 218 public hearing would be required.

Proposed maximum residential refuse rate caps are based on a 5 percent per annum adjustment pursuant to Agreement No. 13-71.

Maximum residential refuse rate caps are not an indication of actual monthly residential refuse rates.

The City of Montclair typically increases residential refuse rates once every three to five years; and rate increases for the cumulative period are typically at or below 5 percent—well below maximum refuse rate caps and well below authorized increases pursuant to Agreement No. 13-71.

Table 1

Maximum Proposed Monthly Residential Refuse Rate Caps

| Proposed Maximum Residential Rate Caps | | | | | | |
|--|---------------------|-------------------------|------------------------|------------------------|------------------------|------------------------|
| <i>Service</i> | <i>Current Rate</i> | <i>Effective Dates</i> | | | | |
| | | <i>February 1, 2014</i> | <i>January 1, 2015</i> | <i>January 1, 2016</i> | <i>January 1, 2017</i> | <i>January 1, 2018</i> |
| Monthly Residential Refuse Rate | \$25.36 | \$26.88 | \$28.22 | \$29.63 | \$32.00 | \$33.60 |
| Bin 1.5/Frequency 1 | \$71.19 | \$93.80 | \$98.49 | \$103.41 | \$108.58 | \$114.01 |

Proposed Residential Refuse Rates Effective February 1, 2014

City staff is asking Council to consider a proposed schedule of residential refuse rates effective on or about February 1, 2014. Burrtec is requesting a residential refuse rate adjustment of 4.89 percent pursuant to Agreement No. 13-71.

Following is a discussion of components that constitute the monthly residential refuse rate and proposed cost adjustments for each rate component:

- ***Refuse Service Rate:*** The refuse service rate represents that portion of the rate paid to Burrtec for collecting and transporting refuse to the Materials Recovery Facility (MRF). The City's Agreement with Burrtec allows the refuse service rate to be adjusted each year by the CPI not to exceed 5 percent annually. Burrtec is requesting a service rate adjustment of \$0.50 (4.89 percent) from \$10.32 to \$10.82.
- ***Landfill Rate:*** The landfill rate represents a pass-through of actual transportation and tipping fees paid by Burrtec. Currently, refuse generated in Montclair is transported from Burrtec's MRF in Fontana to several landfills within Burrtec's network of landfill disposal sites throughout Southern California. The rate is adjusted by a formula agreed upon in Agreement No. 13-71. There is no anticipated increase in the tipping fee; however, the cost to collect and transport refuse to landfills has increased significantly, partly because of high diesel fuel prices. Burrtec is requesting a modest \$0.23 adjustment in the landfill rate from \$3.87 to \$4.10.
- ***Recycling Service Rate:*** The recycling service rate represents the cost of collecting and transporting recyclables to the MRF. The rate is adjusted by a formula agreed upon in Agreement No. 13-71. A recycling service rate adjustment of \$0.16, from \$3.19 to \$3.35, is being proposed.
- ***Materials Recovery Facility Fee:*** The MRF component is affected by (1) the volume of recyclables processed; (2) the amount of refuse (contamination) found in the recyclables; and (3) the market value of recycled commodities over the preceding 12 months.

Pursuant to AB 341, all cities in the state must reach a 75 percent landfill recovery rate by 2020. As such, the amount of recyclable commodities that Burrtec is able to collect and process has increased significantly as a result of state law. The recent growth in the volume of recyclables has produced a downward trend in commodity prices. At the same time, the amount of material that Burrtec is able to process and redistribute to third parties for use in the manufacturing of goods has climbed dramatically, resulting in a net profit for Burrtec. Accordingly, and pursuant to terms agreed to in Agreement No. 13-71, Burrtec is proposing a credit of \$0.42 per month to residential ratepayers—in contrast, Burrtec currently assesses a \$0.90 processing fee.

During negotiations, Burrtec suggested creating a fund from the proposed Materials Recovery Facility Fee credit to reimburse the City for the cost of general community maintenance—currently, a portion of general community maintenance is paid for by the General Sanitation Fee adopted by the City Council in 2011. However, in the interest of limiting refuse service costs to residents, City staff recommends the Materials Recovery Facility Fee credit be passed on to the ratepayer.

- *Greenwaste Disposal:* The Greenwaste Disposal Fee represents a pass-through of actual transportation and tipping fees paid by Burrtec. The Greenwaste Disposal Fee has increased from \$28 per ton to \$35.61 per ton. Increases for this rate component are typically tied to increases in fuel prices and tipping fees and decreases in commodity volume. Currently, the average household in Montclair is generating 3,905 tons of greenwaste per year, up from 3,490 ton four years ago. An increase in commodity volume would generally result in a corresponding decrease in the cost of disposal. However, the opportunity for a decrease has been offset by significant increases in transportation and tipping fee costs.

The formula used to calculate the greenwaste component is essentially based on disposal volume plus the disposal charge per ton. As indicated, the volume of greenwaste per household increased significantly; however, increases in fuel costs and disposal tipping rates combined to produce a proposed \$0.96 increase in this cost component, up from \$0.81 to \$1.77.

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

5050 Schaefer Avenue, Chino

1408 East Francis Street, Ontario

1370 North Benson Avenue, Upland

Montclair residents may dispose of hazardous waste at no charge at the time of disposal and are annually assessed approximately \$5.39 per household (\$0.45 monthly). The Household Hazardous Waste Fee is based on the actual cost charged to the City by San Bernardino County and is intended as a pass-through cost to each ratepayer. There is no adjustment in the Household Hazardous Waste Fee component for Fiscal Year 2013-14, and any rate increase for Fiscal Year 2014-15 is unknown at this time.

- *General Sanitation Fee:* The general sanitation fee is a rate component assessed to residential ratepayers to reimburse for a portion the City costs related to general community maintenance issues including graffiti abatement, alleyway maintenance, illegal dumping, property cleanup, sanitation services, and removal of abandoned bulky items in neighborhoods and alleyways. Since adoption of the General Sanitation Fee in 2011, the service charge has remained below the actual/estimated cost of service. There is no anticipated adjustment in the General Sanitation Fee component for Fiscal Year 2013-14 nor is a fee adjustment anticipated for Fiscal Year 2014-15. The current monthly assessment per household is \$2.82.
- *Administrative Fee:* The Administrative Fee is a charge imposed by the City to reimburse for the cost of administering the refuse service program—the current fee is \$3.99 per month. Service charges should approximate the actual/estimated cost of service. There is no anticipated adjustment in the General Sanitation Fee component for Fiscal Year 2013-14 nor is a fee adjustment anticipated for Fiscal Year 2014-15.

Table 1 identifies cost components of Montclair's *Total Monthly Household Refuse Rate* including current and proposed rates—proposed monthly residential refuse rates will be considered at a public hearing scheduled for January 21, 2014. This table also indicates that adoption of proposed Resolution No. 14-3016 would increase the *Total Monthly Household Refuse Rate* from \$25.36 to \$26.88, an increase of \$1.52. Senior households would continue to be charged a refuse rate that is 20 percent below the monthly refuse fee for nonsenior households—the monthly senior household rate would increase from \$20.29 to \$21.50, an increase of \$1.21.

Table 1
Total Monthly Household Refuse Rate Components
Current and Proposed Residential Refuse Rates

| <i>Fee Components</i> | <i>Current</i> | <i>Proposed</i> |
|---|-------------------|-------------------|
| Refuse service rate | \$ 10.32 | \$ 10.82 |
| Recycling service rate | \$ 3.19 | \$ 3.35 |
| Refuse landfill/Transfer rate | \$ 3.89 | \$ 4.10 |
| MRF fees | \$ 0.09 | \$ (-0.42) |
| Greenwaste disposal rate | \$ 0.81 | \$ 1.77 |
| Total cost of services—paid to Burrtec | \$ 18.10 | \$ 19.62 |
| General sanitation fee | \$ 2.82 | \$ 2.82 |
| Administrative fee | \$ 3.99 | \$ 3.99 |
| Household Hazardous Waste fee | \$ 0.45 | \$ 0.45 |
| Total monthly cost to provide refuse collection | \$ 25.36 | \$ 26.88 |
| TOTAL MONTHLY HOUSEHOLD RATE | \$ 25.36 | \$ 26.88 |
| TOTAL MONTHLY SENIOR HOUSEHOLD RATE | \$ 20.29 | \$ 21.50 |
| Monthly City subsidy per senior household | \$ 5.07 | \$ 5.38 |
| <i>Miscellaneous:</i> | | |
| <i>Multifamily bin</i> | \$ 3.11 | \$ 3.11 |
| <i>Extra Cart: Refuse/Recycling/Greenwaste</i> | \$ 5.50/\$1.25/ | \$ 5.50/\$1.25/ |
| | \$ 3.50 | \$ 3.50 |
| Large item collection: Monthly Burrtec charge—all City households; cost incorporated in administrative fee | \$2,400.00 | \$3,250.00 |

Senior Household Refuse Rate Subsidy Program

Montclair currently provides a monthly refuse rate subsidy program for senior households—to qualify, accountholders must be age 65 or older, live at the residence, and the refuse account must be in the customer's name. The current monthly household refuse rate for senior households is \$20.29—a savings of \$5.07 off the current Total Monthly Household Refuse Rate of \$25.36; the proposed Senior Household rate of \$21.50 effective on or about February 1, 2014, represents a savings of \$5.38 below the proposed Total Monthly Household Refuse Rate of \$26.88.

Continuation of a discount program for senior households was discussed at the November 21, 2005 meeting of the City Council— the City Council considered alternatives related to discounting refuse service rates and ultimately approved maintaining a 20 percent discount off the Total Monthly Household Refuse Rate until funds in the Refuse Impound Reserve Fund are depleted.

The subsidy program is not a rate discount off the Total Monthly Household Refuse Rate; rather, it is a General Fund subsidy that offsets the Total Monthly Household Refuse Rate currently charged to the households of nonsenior residential refuse ratepayers. The General Fund subsidy is used to make full payment to Burrtec for refuse services provided to senior households.

The Finance Department has determined that the General Fund refuse rate subsidy for senior households can continue through Fiscal Year 2014-15 before funds in the subsidy reserve fund are depleted.

Recognizing that the City Council is rightly concerned with the cost of refuse services for households on limited income, continuing a refuse rate subsidy program for senior households may continue to be an appropriate course of action. To achieve this objective, the City Council may consider at its January 21, 2014, public hearing on proposed residential refuse rates maintaining the current 20 percent subsidy or direct City staff to reduce the subsidy to a lesser amount—ranging from 2.5 percent to 17.5 percent.

However, in keeping with direction from the November 21, 2005 City Council meeting, current intent is to migrate senior households to the standard monthly residential refuse rate.

It is apparent that passing on the full cost for refuse services to senior households effective February 1, 2014, would result in a significant monthly increase—\$5.38 based on the proposed monthly refuse rate currently under consideration. Instead, the City Council may elect to consider migrating senior households to the standard household refuse rate over the course of several years.

- Staff recommends continuing the practice of providing a 20 percent discount off the monthly residential refuse rate for senior households through the remainder of Fiscal Year 2013-14. Thereafter, beginning with Fiscal Year 2014-15, Council may direct staff to reduce the 20 percent discount for senior household as follows:
 - ✓ Fiscal Year 2014-15—reduce senior household refuse rate subsidy to 15 percent effective July 1, 2014
 - ✓ Fiscal Year 2015-16—reduce senior household refuse rate subsidy to 10 percent effective July 1, 2015
 - ✓ Fiscal Year 2016-17—reduce senior household refuse rate subsidy to 5 percent effective July 1, 2016
 - ✓ Fiscal Year 2017-18—eliminate senior household refuse rate subsidy effective July 1, 2017

- As an alternative to the proposed reduction to the senior household rate as indicated above, City Council may consider a more gradual reduction as follows:
 - ✓ Fiscal Year 2014-15—reduce senior household refuse rate subsidy to 17.5 percent effective July 1, 2014
 - ✓ Fiscal Year 2015-16—reduce senior household refuse rate subsidy to 15 percent effective July 1, 2015
 - ✓ Fiscal Year 2016-17—reduce senior household refuse rate subsidy to 12.5 percent effective July 1, 2016
 - ✓ Fiscal Year 2017-18—reduce senior household refuse rate subsidy to 10 percent effective July 1, 2017
 - ✓ Fiscal Year 2018-19—reduce senior household refuse rate subsidy to 8.5 percent effective July 1, 2018
 - ✓ Fiscal Year 2019-20—reduce senior household refuse rate subsidy to 5 percent effective July 1, 2019
 - ✓ Fiscal Year 2020-21—reduce senior household refuse rate subsidy to 2.5 percent effective July 1, 2020
 - ✓ Fiscal Year 2021-22—eliminate senior household refuse rate subsidy effective July 1, 2021

If it is the City Council's intent to maintain a senior household refuse rate subsidy program but at a lesser percentage, City staff recommends the City Council determine what the new subsidy rate would be and decrease it gradually by using one of the two reduction schedules recommended above.

Council Members are advised that in addition to a gradual reduction in the refuse rate discount, senior households would continue to be impacted by any increase in the standard household refuse rate subject to the applicable subsidy rate in effect at time of implementation. Continuing the refuse rate subsidy program for senior households, as defined herein, would require an ongoing transfer of funds from the General Fund to the General Fund Subsidy Account for senior household refuse ratepayers.

Rate Comparisons

A rate survey of neighboring cities was conducted to compare residential and commercial refuse service levels and fee structures and to better comprehend what other cities in the area charge. The cities surveyed are area cities that contract with Burrtec for refuse services.

Upon completion of the survey, it became apparent that a number of significant limitations would affect the validity and reliability of the comparison. Direct comparison of refuse service levels and fee structures across the surveyed cities provided insignificant empirical data because of wide differences in fee structures, rate components, service levels, and fee definitions.

While the refuse rate comparison established a sense of position within the range of refuse rates among neighboring cities, it did not establish a clear comparison of cost components within the surveyed cities. Rate Comparisons attached as *Appendix 1* include comparisons by service and disposal/processing components and by total rate.

Comparative surveys do not typically offer clarity as to the cost of providing refuse rates; rather, such comparisons provide a simple tool for showing existing refuse rate ranges for comparable types of services. The following are significant factors when conducting rate comparisons:

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

Of the agencies surveyed, the cities of Highland, Rialto, and Yucaipa were the only ones to have undergone recent rate adjustments. The cities of Rancho Cucamonga and Upland are in the process of adjusting their refuse rates—a new refuse franchise agreement between Burrtec and Upland was recently considered by the Upland City Council. The City of Grand Terrace has not sought rate adjustments in several years and, as a result, is likely to see significant rate increases when rate adjustments are considered.

- ✓ Cities do not typically publish or identify refuse rate components. Instead, they simply state the total fee for commercial and residential refuse rates. As such, it is difficult to identify what the rate components are for commercial and residential refuse rates. Some cities may incorporate a variety of rate components within their monthly refuse rate including but not limited to administration fees, sanitation fees, recycling fees, greenwaste fees, and pavement impact fees. As more and more cities begin to examine the rate structures used by neighboring communities, the use of varied rate components is becoming commonplace. An example is the City of Upland, which recently decided to incorporate a number of fee components within its proposed refuse service rate.
- ✓ Services included in various refuse rates are typically structured differently in each city, thereby making direct comparisons unreliable. For example, some cities may charge a general sanitation fee that covers graffiti abatement and street cleaning while another city may charge a sanitation fee that only covers bulky item pickup. As such, it is difficult to compare services provided by refuse haulers. An example of this is the City of Upland, which charges high administrative fees to customers to compensate for the fact that its refuse service rates are not historically tied to a CPI adjustment. Like Montclair, Upland contracts with Burrtec for refuse services.
- ✓ Not all cities provide tiered refuse rates, such as Nonsenior and Senior Residential Refuse Rates. While some cities may offer a two-tiered system, the formula by which the rate is subsidized is oftentimes unknown.

- ✓ Economies of scale greatly affect the refuse service rate for cities. Typically, cities with much larger populations that produce vast amounts of refuse are provided much lower refuse service rates—a factor attributed to the lower cost per unit to provide refuse service. Examples include the cities of Rancho Cucamonga, Upland, and Rialto. These cities have significantly larger populations and produce a higher volume of refuse in comparison to Montclair. Cities with smaller populations producing small amounts of refuse tend to have higher refuse service rates based on the higher cost per unit to provide refuse services.

Conclusion

Based on the above analysis, residential refuse rates shall be initially set as indicated under the February 1, 2014 column above; and such future rate caps shall be effective for the dates indicated above.

It is anticipated proposed maximum rate caps would avoid triggering Proposition 218 requirements during the proposed five-year schedule of maximum rates for residential refuse accounts.

FISCAL IMPACT: A precise effect upon the General Fund cannot be determined; however, the General Fund supports the residential refuse programs. Without the proposed rate caps, the City would not be able to recover increases due the service provider; and the fiscal viability of the residential refuse programs are jeopardized.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 14-3016 whereby residential refuse rates shall be initially set as indicated under the February 1, 2014 column above; and such future rate caps shall be effective for the dates indicated above.

Refuse Rate Comparisons Between Jurisdictions

Residential Refuse Rate Comparison**Ranked by Total Vendor Charge**

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

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

Ranked by Total Rate

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

RESOLUTION NO. 14-3016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR SETTING A PROPOSED FIVE-YEAR SCHEDULE OF RESIDENTIAL MAXIMUM MONTHLY RATE CAPS FOR REFUSE SERVICES AND SETTING REFUSE RATES INITIALLY AT THOSE PROPOSED TO BE EFFECTIVE FEBRUARY 1, 2014

WHEREAS, Article XIID, Section 6(a) of the State Constitution (Proposition 218), passed by the voters of California on November 5, 1996, requires municipalities to give detailed written notice to the owners of parcels upon which proposed water-, refuse-, and/or sewer-related fees or charges are to be applied; and

WHEREAS, on July 24, 2006, the California Supreme Court published its decision on *Bighorn-Desert View Water Agency v. Beringson*, addressing the property-related fee provisions of Proposition 218, and concluding that in relation to water-, refuse-, and sewer-related services where the rates for such services are set by a government agency, such charges are "property-related" fees subject to the public hearing requirements of Proposition 218; and

WHEREAS, Proposition 218 requires that a public hearing shall be conducted not less than 45 days after the mailing of such notice of a public hearing on property-related fee adjustments; notice of the public hearing was mailed to all property owners on November 27, 2013; and

WHEREAS, if written protests against a proposed property-related fee or charge are presented by a majority of owners of the property owners and ratepayers, the fee adjustment shall not be implemented; and

WHEREAS, if a majority protest is not received from property owners and ratepayers, the proposed rate cap shall go into; and

WHEREAS, Chapter 6.16 of the Montclair Municipal Code establishes a mandatory refuse collection program and a process for the collection of service fees related thereto; and

WHEREAS, the City has reached its maximum authorization related to adjusting rates for residential refuse services, and future adjustment cannot be made without conducting a Proposition 218 protest hearing; and

WHEREAS, Burrtec Waste Industries, Inc., the City's solid waste hauler, is requesting and is authorized annual rate adjustments pursuant to the terms of the existing franchise agreement between the City and Burrtec; and

WHEREAS, the City's General Fund now shares a significant responsibility for supporting the residential refuse programs and that without proposed Proposition 218 rate cap increases and the annual fee-related increases associated therewith, the fiscal viability of the residential refuse programs are jeopardized.

and that such caps for 2015 through 2018 represent a maximum limit, not an immediate rate adjustment, and that reaching the limit of the proposed caps is not expected to occur for approximately five years:

| <i>Service/Size/Pickup</i> | <i>Residential</i> | | | | |
|----------------------------|-----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| | <i>Effective Dates</i> | | | | |
| | <i>February 1, 2014</i> | <i>January 1, 2015</i> | <i>January 1, 2016</i> | <i>January 1, 2017</i> | <i>January 1, 2018</i> |
| Household Rate | \$26.88 | \$28.22 | \$29.63 | \$32.00 | \$33.60 |
| Bin 1.5/Frequency 1 | \$93.80 | \$98.49 | \$103.41 | \$108.58 | \$114.01 |

BE IT FURTHER RESOLVED that such caps are subject to the Proposition 218 notification process which has been performed and a public hearing is set on or about Monday, January 21, 2014, at 7:00 p.m., in the Montclair Council Chambers to provide property owners and ratepayers an opportunity to protest proposed maximum rate caps for residential refuse services in accordance with the requirements of Proposition 218.

BE IT FURTHER RESOLVED that such maximum caps are subject to majority written protest by property owners and ratepayers at a public hearing conducted pursuant to Proposition 218 and that such maximum rate caps shall not be effective unless and until such caps are subject to the Proposition 218 notification and hearing process and a majority protest of property owners and ratepayers is not received.

BE IT FURTHER RESOLVED that in the event that a majority protest of property owners and ratepayers against the proposed maximum rate caps for residential refuse services is not recorded, residential refuse rates shall be initially set as indicated under the February 1, 2014 column above and such future rate caps shall be effective for the dates indicated above.

BE IT FINALLY RESOLVED that rate adjustments up to the proposed maximum rate caps for refuse services effective in 2015 through 2018 shall require City Council approval, either by Resolution or Ordinance, prior to implementation.

APPROVED AND ADOPTED this XX day of XX, 2014.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 14-3016 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, 2014, and that it was adopted by the following vote, to-wit:

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

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 14-3017 RELATED TO A PROPOSED FIVE-YEAR SCHEDULE OF MAXIMUM MONTHLY RATE CAPS FOR COMMERCIAL REFUSE SERVICES AND SETTING REFUSE RATES INITIALLY AT THOSE PROPOSED TO BE EFFECTIVE FEBRUARY 1, 2014

DATE: January 21, 2014
SECTION: PUBLIC HEARINGS
ITEM NO.: B
FILE I.D.: REF285
DEPT.: ADMIN. SVCS:

REASON FOR CONSIDERATION: The City of Montclair provides a number of property-related services to residents and property owners within the City's administrative boundaries including greenwaste, recycling, and refuse services—collectively referred to herein as refuse services. The cost of providing refuse services is charged directly to residents and property owners.

Pursuant to Section 6.16.050 of Title 6 of the Montclair Municipal Code, the City Council may, from time to time, consider adjustments to rates for refuse services; however, in compliance with Proposition 218 (1996), rate adjustments cannot exceed established maximum rate caps unless and until such rates caps are increased pursuant to the public notification and hearing process as required by Proposition 218. The City Council authorizes Proposition 218 public notifications and hearings for property-related fee adjustments, and establishes fee caps related thereto.

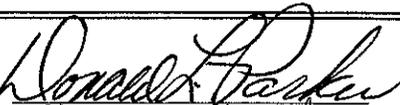
Burrtec Waste Industries, the City's franchise refuse hauler, is requesting rate increases for residential and commercial accounts. In order to properly consider refuse rate increases, the City Council must first provide notifications and conduct hearings pursuant to Proposition 218. The Proposition 218 process was approved by the City Council at the November 18, 2013 meeting and in accordance with that notifications have been made and additionally a public workshop is to be held to answer questions. On January 21, 2013, the appropriate public hearing will be conducted and if a majority protest is found to not be present this public hearing will be conducted and consideration given to adopt the proposed rate schedules and caps.

BACKGROUND: Burrtec Waste Industries, Inc. (Burrtec), the City's franchise solid waste hauler, is seeking an adjustment to residential and commercial refuse rates. Proposed rate adjustments include new fees for recycling and sanitation to comply with state law mandates, provide enhanced service levels to the community, establish a new multifamily commercial rate, and provide commercial operators with a range of optional services.

Commercial Rates

Agreement No. 13-71 provides for annual adjustment of commercial refuse service rates by a percentage increase not to exceed the *All Cities Consumer Price Index (CPI)* for the

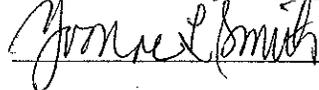
Prepared by:



Reviewed and Approved by:



Proofed by:



Presented by:



Los Angeles–Riverside–Orange County Area, All-Items Indexes, All Urban Consumers for the previous 12 months ending in January.

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

Burrtec is requesting a 3.60 percent rate adjustment for Roll-Off Commercial Rates effective on or about February 1, 2014, and waives CPI adjustments for all other commercial rates.

Commercial Refuse Rate: Five-Year Schedule of Maximum Rate Caps

The proposed five-year schedule of commercial rates is based on the terms and conditions contained in Agreement No. 13-71.

Table 1, attached as **Appendix 1**, reflects the proposed schedule of maximum refuse rates that can be assessed to commercial rate payers for the five-year period that runs from February 1, 2014 through January 1, 2018. At no time during each of the annual rate periods can commercial refuse rates exceed the applicable maximum monthly rate cap for the effective year. If a request for commercial rate increases exceeds the effective maximum monthly rate cap for the applicable year, a new Proposition 218 public hearing would be required.

Proposed maximum commercial refuse rate caps are based on a five percent per annum adjustment, pursuant to Agreement No. 13-71.

Maximum commercial refuse rate caps are not an indication of actual monthly commercial refuse rates. The City of Montclair typically increases refuse rates once every three to five years; and rate increases for the cumulative period are typically at or below 5 percent—well below maximum refuse rate caps, and well below authorized increases pursuant to Agreement No. 13-71.

Following is a discussion of components that constitute the monthly commercial refuse rate and proposed cost adjustments for each rate component.

- *Service costs related to the provision of refuse services.* Service costs are subject to annual CPI adjustments pursuant to Agreement No. 13-71. Burrtec is requesting a 3.6 percent CPI adjustment for Roll-Off Commercial Rates.
- *Pass-through costs including a Greenwaste processing fee and/or the Landfill Disposal rate.* This rate component is impacted by landfill charges and commodity prices. As proposed, the Disposal/Landfill rate is increasing from \$39.50 per ton to \$41.80 per ton, the Greenwaste rate is increasing from \$28.00 per ton to \$35.61 per ton, and the Roll-Off disposal rate is increasing from \$39.50 per ton to \$41.80 per ton.
- *Frequency Factor.* This component represents the number of times per week (or other designated period of days) that refuse is picked up for disposal. The

frequency factor provides ratepayers with a graduating discount rate based on the number of times of service per week.

- *Bin Size.* Bins are provided in the following sizes: 1.5 yards (0.3250 tons); 2.0 yards (0.4333 tons); 3.0 yards (0.6500 tons); 3.0 yards/greenwaste (1.3000 tons); 3.0 yards compacted (1.9500 tons); and 4.0 yards/compacted (2.600 tons). Bin size, Disposal/Landfill, and Greenwaste disposal rates determine the monthly cost for this component.
- *Franchise Fee.* The franchise fee is an assessment against Burrtec for the exclusive right to be the primary solid waste hauler for the City of Montclair, and consists of a 10 percent fee of gross revenue derived from services to commercial, institutional, and industrial premises, exclusive of revenue from sale of recyclable materials and disposal tip fees. It is at the discretion of the solid waste hauler to absorb or pass on the fee to rate payers.
- *Pavement Impact Fee.* The pavement impact fee is an assessment against Burrtec to compensate the City for damage done to pavement caused by refuse disposal trucks owned and operated by Burrtec. This rate component consists of a 3.5 percent fee of gross revenue from services to commercial, institutional, and industrial premises, exclusive of revenue from sale of recyclable materials and disposal tip fees. It is at the discretion of the solid waste hauler to absorb or pass on the fee to rate payers.

New Proposed Fee Components and Classifications

As part of the proposed rate adjustment for commercial refuse services, City staff is proposing establishing Recycling and Sanitation Fee components to comply with State law, and provide for improved sanitation services to the community. City staff is also proposing the reclassification of Multifamily Residential from *residential refuse service* to *commercial refuse service*. As part of the proposed reclassification, Multifamily Residential would be divided into two rate categories consisting of Multifamily Commercial and Multifamily Commercial Bin with associated refuse rate schedules. Burrtec is also proposing the creation of several new fees for elective refuse services.

- *Multifamily Commercial.* City staff, in concurrence with Burrtec, is proposing the reclassification of Multifamily Residential from *residential refuse service* to *commercial refuse service*. The reclassification of Multifamily Residential would result in a name change to Multifamily Commercial. As part of the proposed reclassification, the newly named Multifamily Commercial would be divided into two rate categories consisting of Multifamily Commercial and Multifamily Commercial Bin. The creation of new rate schedules is also being proposed as part of the proposed reclassification.

The proposed Multifamily Commercial refuse rate category would apply to multifamily complexes without private enclosures for refuse bins. Within multifamily complexes, refuse bins are used by any resident and nonresident, and no system exists to differentiate between customer bins. Multifamily complexes without private enclosures are typical of apartment complexes with alley access where refuse is collected, and by apartment complexes that do not provide unit-designated refuse bins.

Burrtec initially considered the option of allowing multifamily complexes without private enclosures the opportunity to determine the frequency of refuse service based on individual customer need; however, past experience with this practice exposed a number of problems, including the following:

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

In order to avoid the above issues and properly address community maintenance issues affecting multifamily complexes without private enclosures, City staff, in concurrence with Burrtec, is recommending the proposed Multifamily Commercial category be assigned a monthly flat fee, with unlimited refuse service and unlimited frequency.

- In contrast, the Multi Family Commercial Bin category would apply to multifamily apartment complexes with private bin enclosures. Residential customers living in these multifamily units have exclusive, private access to protected refuse bins. Multifamily complexes with private enclosures are typical of senior retirement complexes and by apartment complexes that do provide unit-designated refuse bins.
- These multifamily complexes tend to produce less amounts of refuse and require less service than multifamily complex without private enclosures. Allowing multifamily complexes with private enclosures the opportunity to determine the frequency of refuse service based on individual customer needs would allow Burrtec to better serve resident needs.

Recycling Fee. The proposed recycling fee of \$1.29 per cubic yard would be used to comply with the provisions of Assembly Bill (AB) 341. AB 341 requires commercial businesses generating four or more cubic yards of refuse per week and multifamily complexes with five or more units to adopt recycling practices. The rate of \$1.29 per cubic yard is proposed and would result in a monthly fee of \$16.75, based on a typical 3-Yard Bin Size, at a frequency rate of once per week.

- *General Sanitation Fee.* A General Sanitation Fee of \$0.40 per yard, multiplied by the collection frequency per month is proposed for commercial refuse accounts. Similar to the General Sanitation fee adopted by the City Council in 2011 for residential refuse accounts, the proposed General Sanitation Fee for commercial refuse accounts is designed to contribute toward the cost of general community maintenance issues including graffiti abatement, alleyway maintenance, illegal dumping, property cleanup, sanitation services, and removal of abandoned bulky items in neighborhoods and alleyways. In contrast, the General Sanitation Fee for residential refuse customers is \$2.82 per month.

- Implementation of a General Sanitation Fee for commercial refuse accounts is in compliance with City Council direction provided at the February 12, 2011 Strategic Planning Session.

Elective Refuse Service Fees

Burrtec is proposing a category of elective refuse services for commercial ratepayers, for an additional cost.

Proposed elective services include the following:

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

Elective Service Fees would only be charged to commercial accounts voluntarily agreeing to access available elective services.

Rate Comparisons

A rate survey of neighboring cities was conducted to compare residential and commercial refuse service levels and fee structures, and to better comprehend what other cities in the area charge. The cities surveyed are area cities that contract with Burrtec for refuse services.

Upon completion of the survey, it became apparent that a number of significant limitations would affect the validity and reliability of the comparison. Direct comparison of refuse service levels and fee structures across the surveyed cities provided insignificant empirical data due to wide differences in fee structures, rate components, service levels, and fee definitions.

While the refuse rate comparison established a sense of position within the range of refuse rates among neighboring cities, it did not establish a clear comparison of cost components within the surveyed cities. Rate Comparisons attached as **Appendix 2** include comparisons by service and disposal/processing components, and by total rate.

Comparative surveys do not typically offer clarity as to the cost of providing refuse rates; rather, such comparisons provide a simple tool for showing existing refuse rate ranges for comparable types of services. The following are significant factors when conducting rate comparisons:

- ✓ Many cities have not updated their refuse agreements in several years; therefore, cities that have recently updated agreements will typically have higher refuse rates in comparison to other cities that have not recently adjusted refuse rates. As a result,

some cities may have refuse rates that may seem substantially high in comparison to other cities.

Of the agencies surveyed the cities of Highland, Rialto, and Yucaipa were the only ones to have undergone recent rate adjustments. The cities of Rancho Cucamonga and Upland are in the process of adjusting their refuse rates—a new refuse franchise agreement between Burrtec and Upland was recently considered by the Upland City Council. The City of Grand Terrace has not sought rate adjustments in several years and, as a result, is likely to see significant rate increases when rate adjustments are considered.

- ✓ Cities do not typically publish or identify refuse rate components. Instead, they simply state the total fee for commercial and residential refuse rates. As such, it is difficult to identify what the rate components are for commercial and residential refuse rates. Some cities may incorporate a variety of rate components within their monthly refuse rate including but not limited to administration fees, sanitation fees, recycling fees, greenwaste fees, and pavement impact fees. As more and more cities begin to examine the rate structures used by neighboring communities, the use of varied rate components is becoming commonplace. An example is the City of Upland, which recently decided to incorporate a number of fee components within its proposed refuse service rate.
- ✓ Services included in various refuse rates are typically structured differently in each city, thereby making direct comparisons unreliable. For example, some cities may charge a general sanitation fee that covers graffiti abatement and street cleaning; while another city may charge a sanitation fee that only covers bulky item pickup. As such, it is difficult to compare services provided by refuse haulers. An example of this is the City of Upland, which charges high administrative fees to customers to compensate for the fact that its refuse service rates are not historically tied to a CPI adjustment. Like Montclair, Upland contracts with Burrtec for refuse services.
- ✓ Not all cities provide tiered refuse rates such as Nonsenior and Senior Residential Refuse Rates. While some cities may offer a two-tiered system, the formula by which the rate is subsidized is oftentimes unknown.
- ✓ Economies of scale greatly affect the refuse service rate for cities. Typically, cities with much larger populations that produce vast amounts of refuse are provided much lower refuse service rates—a factor attributed to the lower cost per unit to provide refuse service. Examples include the cities of Rancho Cucamonga, Upland, and Rialto. These cities have significantly larger populations and produce a higher volume of refuse in comparison to Montclair. Cities with smaller populations and producing small amounts of refuse tend to have higher refuse service rates, based on the higher cost per unit to provide refuse services.

Increasing maximum rate caps for residential and commercial refuse service would allow the City to meet its contractual obligations with Burrtec to apply CPI-related increases and other cost-related components without triggering Proposition 218 hearings each time a rate adjustment is considered; provided total rate adjustments do not exceed respective, maximum Proposition 218 rate caps for the applicable year in which they are proposed to go into effect.

Conclusion

Based on the above analysis, commercial refuse rates shall be initially set as indicated under the February 1, 2014 column contained in **Table 1**, attached as **Appendix 1** and such future rate caps shall be effective for the dates indicated as contained in **Table 1**, attached as **Appendix 1**.

It is anticipated that proposed maximum rate caps would avoid triggering Proposition 218 requirements during the proposed five-year schedule of maximum rates for commercial refuse accounts.

FISCAL IMPACT: Currently, Burrtec collects all commercial accounts and utilizes those to fund the commercial refuse services provided. If the City is unable to set the proposed commercial rate caps there could be insufficient resources available through commercial collections to compensate Burrtec under its agreement with the City.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 14-3017 whereby commercial refuse rates shall be initially set as indicated under the February 1, 2014 column contained in **Table 1**, attached as **Appendix 1**, and such future rate caps shall be effective for the dates indicated on **Table 1**, attached as **Appendix 1**.

Table 1
Maximum Proposed Monthly Refuse Rates - Commercial

| Services/Size/Pickup | <i>Effective Dates</i> | | | | |
|----------------------------------|-----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| | <i>February 1, 2014</i> | <i>January 1, 2015</i> | <i>January 1, 2016</i> | <i>January 1, 2017</i> | <i>January 1, 2018</i> |
| Multifamily Commercial | | | | | |
| Alleyway Service Per Unit | \$ 32.94 | \$ 34.59 | \$ 36.32 | \$ 38.14 | \$ 40.05 |
| Bin 1.5/Frequency 1 | \$104.13 | \$109.34 | \$114.81 | \$120.55 | \$126.58 |
| Bin 1.5/Frequency 2 | \$194.69 | \$204.42 | \$214.64 | \$225.37 | \$236.64 |
| Bin 1.5/Frequency 3 | \$285.68 | \$299.96 | \$314.96 | \$330.71 | \$347.25 |
| Bin 2.0/Frequency 1 | \$121.51 | \$127.59 | \$133.97 | \$140.67 | \$147.70 |
| Bin 2.0/Frequency 2 | \$220.50 | \$231.53 | \$243.11 | \$255.27 | \$268.03 |
| Bin 2.0/Frequency 3 | \$321.43 | \$337.50 | \$354.38 | \$372.10 | \$390.71 |
| Bin 3.0/Frequency 1 | \$171.73 | \$180.32 | \$189.34 | \$198.81 | \$208.75 |
| Bin 3.0/Frequency 2 | \$290.25 | \$304.76 | \$320.00 | \$336.00 | \$352.80 |
| Bin 3.0/Frequency 3 | \$411.02 | \$431.57 | \$453.15 | \$475.81 | \$499.60 |
| Bin 3.0/Frequency 4 | \$531.81 | \$558.40 | \$586.32 | \$615.64 | \$646.42 |
| Bin 3.0/Frequency 5 | \$652.58 | \$685.21 | \$719.47 | \$755.44 | \$793.21 |
| Bin 3.0/Frequency 6 | \$773.38 | \$812.05 | \$852.65 | \$895.28 | \$940.04 |
| Commercial with Recycling | | | | | |
| Bin 1.5/Frequency 1 | \$100.37 | \$105.39 | \$110.66 | \$116.19 | \$122.00 |
| Bin 1.5/Frequency 2 | \$186.83 | \$196.17 | \$205.98 | \$216.28 | \$227.09 |
| Bin 1.5/Frequency 3 | \$275.23 | \$288.99 | \$303.44 | \$318.61 | \$334.54 |
| Bin 2.0/Frequency 1 | \$116.91 | \$122.76 | \$128.90 | \$135.35 | \$142.12 |
| Bin 2.0/Frequency 2 | \$211.72 | \$222.31 | \$233.43 | \$245.10 | \$257.36 |
| Bin 2.0/Frequency 3 | \$308.05 | \$323.45 | \$339.62 | \$356.60 | \$374.43 |
| Bin 3.0/Frequency 1 | \$165.04 | \$173.29 | \$181.95 | \$191.05 | \$200.60 |
| Bin 3.0/Frequency 2 | \$276.87 | \$290.71 | \$305.25 | \$320.51 | \$336.54 |
| Bin 3.0/Frequency 3 | \$390.54 | \$410.07 | \$430.57 | \$452.10 | \$474.71 |
| Bin 3.0/Frequency 4 | \$504.64 | \$529.87 | \$556.36 | \$584.18 | \$613.39 |
| Bin 3.0/Frequency 5 | \$618.72 | \$649.66 | \$682.14 | \$716.25 | \$752.06 |
| Bin 3.0/Frequency 6 | \$732.83 | \$769.47 | \$807.94 | \$848.34 | \$890.76 |
| Commercial Greenwaste | | | | | |
| Bin 3.0/Frequency 1 | \$154.59 | \$162.32 | \$170.44 | \$178.96 | \$187.91 |
| Bin 3.0/Frequency 2 | \$260.48 | \$273.50 | \$287.18 | \$301.54 | \$316.62 |
| Bin 3.0/Frequency 3 | \$366.39 | \$384.71 | \$403.95 | \$424.15 | \$445.36 |
| Bin 3.0/Frequency 4 | \$472.27 | \$495.88 | \$520.67 | \$546.70 | \$574.04 |
| Bin 3.0/Frequency 5 | \$578.16 | \$607.07 | \$637.42 | \$669.29 | \$702.75 |
| Bin 3.0/Frequency 6 | \$684.06 | \$718.26 | \$754.17 | \$791.88 | \$831.47 |

Table 1 (Continued)
Maximum Proposed Monthly Refuse Rates - Commercial

| <i>Services/Size/Pickup</i> | <i>Effective Dates</i> | | | | |
|-------------------------------|-------------------------|------------------------|------------------------|------------------------|------------------------|
| | <i>February 1, 2014</i> | <i>January 1, 2015</i> | <i>January 1, 2016</i> | <i>January 1, 2017</i> | <i>January 1, 2018</i> |
| Commercial Compacted | | | | | |
| Bin 3.0/Frequency 1 | \$ 225.06 | \$ 236.31 | \$ 248.13 | \$ 260.54 | \$ 273.57 |
| Bin 3.0/Frequency 2 | \$ 401.43 | \$ 421.50 | \$ 442.58 | \$ 464.71 | \$ 487.95 |
| Bin 3.0/Frequency 3 | \$ 577.80 | \$ 606.69 | \$ 637.02 | \$ 668.87 | \$ 702.31 |
| Bin 3.0/Frequency 4 | \$ 754.17 | \$ 791.88 | \$ 831.47 | \$ 873.04 | \$ 916.69 |
| Bin 3.0/Frequency 5 | \$ 930.54 | \$ 977.07 | \$1,025.92 | \$1,077.22 | \$1,131.08 |
| Bin 3.0/Frequency 6 | \$1,106.92 | \$1,162.27 | \$1,220.38 | \$1,281.40 | \$1,345.47 |
| Bin 4.0/Frequency 3 | \$ 766.98 | \$ 805.33 | \$ 845.60 | \$ 887.88 | \$ 932.27 |
| Commercial Temporary | | | | | |
| Bin 3.0/Frequency 7 | \$92.18 | \$96.79 | \$101.63 | \$106.71 | \$112.05 |
| Commercial Permanent Roll-Off | | | | | |
| Bin 40/Frequency 6 | \$411.02 | \$431.57 | \$453.15 | \$475.81 | \$499.60 |
| Bin 25/Frequency 8 | \$494.62 | \$519.35 | \$545.32 | \$572.59 | \$601.22 |
| Bin 10/Frequency 8 | \$494.62 | \$519.35 | \$545.32 | \$572.59 | \$601.22 |
| Bin 40 Comp/Frequency 8 | \$494.62 | \$519.35 | \$545.32 | \$572.59 | \$601.22 |
| Commercial Temporary Roll-Off | | | | | |
| Bin 40/Frequency 6 | \$433.03 | \$454.68 | \$477.41 | \$501.28 | \$526.34 |
| Bin 25/Frequency 8 | \$523.96 | \$550.16 | \$577.67 | \$606.55 | \$636.88 |
| Bin 10/Frequency 8 | \$523.97 | \$550.17 | \$577.68 | \$606.56 | \$636.89 |
| Bin 40 Comp/Frequency 8 | \$523.97 | \$550.17 | \$577.68 | \$606.56 | \$636.89 |
| Commercial Recycling Roll-Off | | | | | |
| Bin 40/Frequency 6 | \$160.22 | \$168.23 | \$176.64 | \$185.47 | \$194.74 |
| Bin 25/Frequency 8 | \$160.22 | \$168.23 | \$176.64 | \$185.47 | \$194.74 |
| Bin 10/Frequency 8 | \$160.22 | \$168.23 | \$176.64 | \$185.47 | \$194.74 |
| Bin 40 Comp/Frequency 8 | \$160.22 | \$168.23 | \$176.64 | \$185.47 | \$194.74 |
| Commercial Extra Services | | | | | |
| Extra Pickup | \$41.12 | \$43.18 | \$45.34 | \$47.61 | \$ 49.99 |
| Locking Container | \$ 6.24 | \$ 6.55 | \$ 6.88 | \$ 7.22 | \$ 7.58 |
| Steam Cleaning (Compactors) | \$85.13 | \$89.39 | \$93.86 | \$98.55 | \$103.48 |
| Bulky Item Trip Fee | \$39.73 | \$41.72 | \$43.81 | \$46.00 | \$ 48.30 |
| Bulky Item Fee (Each Item) | \$11.35 | \$11.92 | \$12.52 | \$13.15 | \$ 13.81 |
| Relocation Fee (Roll-Off) | \$85.13 | \$89.39 | \$93.86 | \$98.55 | \$103.48 |
| Rental Fee (Per Day) | \$22.90 | \$24.05 | \$25.25 | \$26.51 | \$ 27.84 |

Refuse Rate Comparisons Between Jurisdictions

Commercial Refuse Rate Comparison

Ranked by Total Vendor Charge

| <i>Jurisdictions</i> | <i>Service</i> | <i>Disposal/ Processing</i> | <i>Total Vendor</i> | <i>City Fees</i> | <i>Total Rate</i> |
|-----------------------------|----------------|---------------------------------|---------------------|------------------|-------------------|
| Upland | \$55.24 | \$29.81 | \$85.45 | \$29.78 | \$114.83 |
| Grand Terrace | \$70.00 | \$26.40 | \$96.40 | \$21.13 | \$117.53 |
| Rialto | \$81.50 | \$29.09 | \$110.59 | \$29.12 | \$139.71 |
| Montclair | \$96.44 | \$25.68 | \$122.12 | \$4.02 | \$126.14 |
| Rancho Cucamonga o | \$93.86 | \$31.25 | \$125.11 | \$22.27 | \$147.38 |
| Fontana | \$99.78 | \$26.40 | \$126.18 | \$29.62 | \$155.80 |
| Highland | \$99.17 | \$30.72 | \$129.89 | \$17.24 | \$147.13 |
| Montclair (Proposed) | \$96.44 | \$48.12 | \$144.56 | \$20.48 | \$165.04 |
| Yucaipa | \$123.50 | \$35.75 | \$159.25 | \$8.96 | \$168.21 |

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

Ranked by Total Rate

| <i>Jurisdictions</i> | <i>Service</i> | <i>Disposal/ Processing</i> | <i>Total Vendor</i> | <i>City Fees</i> | <i>Total Rate</i> |
|-----------------------------|----------------|---------------------------------|---------------------|------------------|-------------------|
| Upland | \$55.24 | \$29.81 | \$85.05 | \$29.78 | \$114.83 |
| Grand Terrace | \$70.00 | \$26.40 | \$96.40 | \$21.13 | \$117.53 |
| Montclair | \$96.44 | \$25.68 | \$122.12 | \$4.02 | \$126.14 |
| Rialto | \$81.50 | \$29.09 | \$110.59 | \$29.12 | \$139.71 |
| Fontana | \$99.17 | \$30.72 | \$129.89 | \$17.24 | \$147.13 |
| Rancho Cucamonga | \$93.86 | \$31.25 | \$125.11 | \$22.27 | \$147.38 |
| Highland | \$99.78 | \$26.40 | \$126.18 | \$29.62 | \$155.80 |
| Montclair (Proposed) | \$96.44 | \$48.12 | \$144.56 | \$20.48 | \$165.04 |
| Yucaipa | \$123.50 | \$35.75 | \$159.25 | \$8.96 | \$168.21 |

RESOLUTION NO. 14-3017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR SETTING A PROPOSED FIVE-YEAR SCHEDULE OF COMMERCIAL MAXIMUM MONTHLY RATE CAPS FOR REFUSE SERVICES AND SETTING REFUSE RATES INITIALLY AT THOSE PROPOSED TO BE EFFECTIVE FEBRUARY 1, 2014

WHEREAS, Article XIIIID, Section 6(a) of the State Constitution (Proposition 218), passed by the voters of California on November 5, 1996, requires municipalities to give detailed written notice to the owners of parcels upon which proposed water-, refuse-, and/or sewer-related fees or charges are to be applied; and

WHEREAS, on July 24, 2006, the California Supreme Court published its decision on *Bighorn-Desert View Water Agency v. Beringson*, addressing the property-related fee provisions of Proposition 218, and concluding that in relation to water-, refuse-, and sewer-related services where the rates for such services are set by a government agency, such charges are "property-related" fees subject to the public hearing requirements of Proposition 218; and

WHEREAS, Proposition 218 requires that a public hearing shall be conducted not less than 45 days after the mailing of such notice of a public hearing on property-related fee adjustments; notice of the public hearing was mailed to all property owners on November 27, 2013; and

WHEREAS, if written protests against a proposed property-related fee or charge are presented by a majority of owners of the property owners and ratepayers, the fee adjustment shall not be implemented; and

WHEREAS, if a majority protest is not received from property owners and ratepayers, the proposed rate cap shall go into; and

WHEREAS, Chapter 6.16 of the Montclair Municipal Code establishes a mandatory refuse collection program and a process for the collection of service fees related thereto; and

WHEREAS, the City has reached its maximum authorization related to adjusting rates for commercial refuse services, and future adjustment cannot be made without conducting a Proposition 218 protest hearing; and

WHEREAS, Burrtec Waste Industries, Inc., the City's solid waste hauler, is requesting and is authorized annual rate adjustments pursuant to the terms of the existing franchise agreement between the City and Burrtec; and

WHEREAS, the City's General Fund now shares a significant responsibility for supporting the commercial refuse programs and that without proposed Proposition 218 rate cap increases and the annual fee-related increases associated therewith, the fiscal viability of the commercial refuse programs are jeopardized.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby establish the maximum caps for commercial refuse services contained in **Table 1** attached as **Appendix 1**; that such caps for 2015 through 2018 represent a maximum limit, not an immediate rate adjustment; and that reaching the limit of the proposed caps is not expected to occur for approximately five years.

BE IT FURTHER RESOLVED that such caps are subject to the Proposition 218 notification process, which has been performed, and a public hearing is set on or about Monday, January 21, 2014, at 7:00 p.m. in the Montclair Council Chambers to provide property owners and ratepayers an opportunity to protest proposed maximum rate caps for commercial refuse services in accordance with the requirements of Proposition 218.

BE IT FURTHER RESOLVED that such maximum caps are subject to majority written protest by property owners and ratepayers at a public hearing conducted pursuant to Proposition 218 and that such maximum rate caps shall not be effective unless and until such caps are subject to the Proposition 218 notification and hearing process and a majority protest of property owners and ratepayers is not received.

BE IT FURTHER RESOLVED that in the event that a majority protest of property owners and ratepayers against the proposed maximum rate caps for commercial refuse services is not recorded, commercial refuse rates shall be initially set as indicated under the February 1, 2014 column contained in **Table 1** attached as **Appendix 1**; and such future rate caps shall be effective for the dates indicated also as contained in **Table 1** attached as **Appendix 1**.

BE IT FINALLY RESOLVED that rate adjustments up to the proposed maximum rate caps for refuse services effective in 2015 through 2018 shall require City Council approval, either by Resolution or Ordinance, prior to implementation.

APPROVED AND ADOPTED this XX day of XX, 2014.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 14-3017 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, 2014, and that it was adopted by the following vote, to-wit:

AYES: XX

NOES: XX

ABSTAIN: XX

ABSENT: XX

Yvonne L. Smith
Deputy City Clerk

Table 1
Maximum Proposed Monthly Refuse Rates – Commercial

| Services/Size/Pickup | <i>Effective Dates</i> | | | | |
|----------------------------------|-----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| | <i>February 1, 2014</i> | <i>January 1, 2015</i> | <i>January 1, 2016</i> | <i>January 1, 2017</i> | <i>January 1, 2018</i> |
| Multifamily Commercial | | | | | |
| Alleyway Service Per Unit | \$ 32.94 | \$ 34.59 | \$ 36.32 | \$ 38.14 | \$ 40.05 |
| Bin 1.5/Frequency 1 | \$104.13 | \$109.34 | \$114.81 | \$120.55 | \$126.58 |
| Bin 1.5/Frequency 2 | \$194.69 | \$204.42 | \$214.64 | \$225.37 | \$236.64 |
| Bin 1.5/Frequency 3 | \$285.68 | \$299.96 | \$314.96 | \$330.71 | \$347.25 |
| Bin 2.0/Frequency 1 | \$121.51 | \$127.59 | \$133.97 | \$140.67 | \$147.70 |
| Bin 2.0/Frequency 2 | \$220.50 | \$231.53 | \$243.11 | \$255.27 | \$268.03 |
| Bin 2.0/Frequency 3 | \$321.43 | \$337.50 | \$354.38 | \$372.10 | \$390.71 |
| Bin 3.0/Frequency 1 | \$171.73 | \$180.32 | \$189.34 | \$198.81 | \$208.75 |
| Bin 3.0/Frequency 2 | \$290.25 | \$304.76 | \$320.00 | \$336.00 | \$352.80 |
| Bin 3.0/Frequency 3 | \$411.02 | \$431.57 | \$453.15 | \$475.81 | \$499.60 |
| Bin 3.0/Frequency 4 | \$531.81 | \$558.40 | \$586.32 | \$615.64 | \$646.42 |
| Bin 3.0/Frequency 5 | \$652.58 | \$685.21 | \$719.47 | \$755.44 | \$793.21 |
| Bin 3.0/Frequency 6 | \$773.38 | \$812.05 | \$852.65 | \$895.28 | \$940.04 |
| Commercial with Recycling | | | | | |
| Bin 1.5/Frequency 1 | \$100.37 | \$105.39 | \$110.66 | \$116.19 | \$122.00 |
| Bin 1.5/Frequency 2 | \$186.83 | \$196.17 | \$205.98 | \$216.28 | \$227.09 |
| Bin 1.5/Frequency 3 | \$275.23 | \$288.99 | \$303.44 | \$318.61 | \$334.54 |
| Bin 2.0/Frequency 1 | \$116.91 | \$122.76 | \$128.90 | \$135.35 | \$142.12 |
| Bin 2.0/Frequency 2 | \$211.72 | \$222.31 | \$233.43 | \$245.10 | \$257.36 |
| Bin 2.0/Frequency 3 | \$308.05 | \$323.45 | \$339.62 | \$356.60 | \$374.43 |
| Bin 3.0/Frequency 1 | \$165.04 | \$173.29 | \$181.95 | \$191.05 | \$200.60 |
| Bin 3.0/Frequency 2 | \$276.87 | \$290.71 | \$305.25 | \$320.51 | \$336.54 |
| Bin 3.0/Frequency 3 | \$390.54 | \$410.07 | \$430.57 | \$452.10 | \$474.71 |
| Bin 3.0/Frequency 4 | \$504.64 | \$529.87 | \$556.36 | \$584.18 | \$613.39 |
| Bin 3.0/Frequency 5 | \$618.72 | \$649.66 | \$682.14 | \$716.25 | \$752.06 |
| Bin 3.0/Frequency 6 | \$732.83 | \$769.47 | \$807.94 | \$848.34 | \$890.76 |
| Commercial Greenwaste | | | | | |
| Bin 3.0/Frequency 1 | \$154.59 | \$162.32 | \$170.44 | \$178.96 | \$187.91 |
| Bin 3.0/Frequency 2 | \$260.48 | \$273.50 | \$287.18 | \$301.54 | \$316.62 |
| Bin 3.0/Frequency 3 | \$366.39 | \$384.71 | \$403.95 | \$424.15 | \$445.36 |
| Bin 3.0/Frequency 4 | \$472.27 | \$495.88 | \$520.67 | \$546.70 | \$574.04 |
| Bin 3.0/Frequency 5 | \$578.16 | \$607.07 | \$637.42 | \$669.29 | \$702.75 |
| Bin 3.0/Frequency 6 | \$684.06 | \$718.26 | \$754.17 | \$791.88 | \$831.47 |

Table 1 (Continued)
Maximum Proposed Monthly Refuse Rates – Commercial

| <i>Services/Size/Pickup</i> | <i>Effective Dates</i> | | | | |
|-------------------------------|-----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| | <i>February 1, 2014</i> | <i>January 1, 2015</i> | <i>January 1, 2016</i> | <i>January 1, 2017</i> | <i>January 1, 2018</i> |
| Commercial Compacted | | | | | |
| Bin 3.0/Frequency 1 | \$ 225.06 | \$ 236.31 | \$ 248.13 | \$ 260.54 | \$ 273.57 |
| Bin 3.0/Frequency 2 | \$ 401.43 | \$ 421.50 | \$ 442.58 | \$ 464.71 | \$ 487.95 |
| Bin 3.0/Frequency 3 | \$ 577.80 | \$ 606.69 | \$ 637.02 | \$ 668.87 | \$ 702.31 |
| Bin 3.0/Frequency 4 | \$ 754.17 | \$ 791.88 | \$ 831.47 | \$ 873.04 | \$ 916.69 |
| Bin 3.0/Frequency 5 | \$ 930.54 | \$ 977.07 | \$1,025.92 | \$1,077.22 | \$1,131.08 |
| Bin 3.0/Frequency 6 | \$1,106.92 | \$1,162.27 | \$1,220.38 | \$1,281.40 | \$1,345.47 |
| Bin 4.0/Frequency 3 | \$ 766.98 | \$ 805.33 | \$ 845.60 | \$ 887.88 | \$ 932.27 |
| Commercial Temporary | | | | | |
| Bin 3.0/Frequency 7 | \$92.18 | \$96.79 | \$101.63 | \$106.71 | \$112.05 |
| Commercial Permanent Roll-Off | | | | | |
| Bin 40/Frequency 6 | \$411.02 | \$431.57 | \$453.15 | \$475.81 | \$499.60 |
| Bin 25/Frequency 8 | \$494.62 | \$519.35 | \$545.32 | \$572.59 | \$601.22 |
| Bin 10/Frequency 8 | \$494.62 | \$519.35 | \$545.32 | \$572.59 | \$601.22 |
| Bin 40 Comp/Frequency 8 | \$494.62 | \$519.35 | \$545.32 | \$572.59 | \$601.22 |
| Commercial Temporary Roll-Off | | | | | |
| Bin 40/Frequency 6 | \$433.03 | \$454.68 | \$477.41 | \$501.28 | \$526.34 |
| Bin 25/Frequency 8 | \$523.96 | \$550.16 | \$577.67 | \$606.55 | \$636.88 |
| Bin 10/Frequency 8 | \$523.97 | \$550.17 | \$577.68 | \$606.56 | \$636.89 |
| Bin 40 Comp/Frequency 8 | \$523.97 | \$550.17 | \$577.68 | \$606.56 | \$636.89 |
| Commercial Recycling Roll-Off | | | | | |
| Bin 40/Frequency 6 | \$160.22 | \$168.23 | \$176.64 | \$185.47 | \$194.74 |
| Bin 25/Frequency 8 | \$160.22 | \$168.23 | \$176.64 | \$185.47 | \$194.74 |
| Bin 10/Frequency 8 | \$160.22 | \$168.23 | \$176.64 | \$185.47 | \$194.74 |
| Bin 40 Comp/Frequency 8 | \$160.22 | \$168.23 | \$176.64 | \$185.47 | \$194.74 |
| Commercial Extra Services | | | | | |
| Extra Pickup | \$41.12 | \$43.18 | \$45.34 | \$47.61 | \$ 49.99 |
| Locking Container | \$ 6.24 | \$ 6.55 | \$ 6.88 | \$ 7.22 | \$ 7.58 |
| Steam Cleaning (Compactors) | \$85.13 | \$89.39 | \$93.86 | \$98.55 | \$103.48 |
| Bulky Item Trip Fee | \$39.73 | \$41.72 | \$43.81 | \$46.00 | \$ 48.30 |
| Bulky Item Fee (Each Item) | \$11.35 | \$11.92 | \$12.52 | \$13.15 | \$ 13.81 |
| Relocation Fee (Roll-Off) | \$85.13 | \$89.39 | \$93.86 | \$98.55 | \$103.48 |
| Rental Fee (Per Day) | \$22.90 | \$24.05 | \$25.25 | \$26.51 | \$ 27.84 |

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: January 21, 2014

SECTION: ADMIN. REPORTS

ITEM NO. 1

FILE I.D.: FIN520

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending December 31, 2013, pursuant to state law.

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

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

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

Prepared by:

Jane Kullbeck
Joanne South

Reviewed and
Approved by:

Ronald Barkan

Proofed by:

Presented by:

James A. Stur

AGENDA REPORT

| | |
|---|--------------------------------|
| SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION | DATE: January 21, 2014 |
| | SECTION: ADMIN. REPORTS |
| | ITEM NO.: 2 |
| | FILE I.D.: FIN540 |
| | DEPT.: ADMIN. SVCS |

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

BACKGROUND: Mayor Pro Tem Ruh has examined the Warrant Register dated January 21, 2014, and Payroll Documentation dated December 15, 2013, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated January 21, 2014, totals \$1,208,466.95. The Payroll Documentation dated December 15, 2013, totals \$548,605.81, with \$382,570.45 being the total cash disbursement.

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

Prepared by:

Yvonne R Smith

Reviewed and
Approved by:

[Signature]

Proofed by:

Cheryl Dully

Presented by:

[Signature]

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: January 21, 2014

SECTION: ADMIN. REPORTS

ITEM NO.: 3

FILE I.D.: FIN510

DEPT.: SUCCESSOR RDA

REASON FOR CONSIDERATION: The City Council acting as successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending December 31, 2013, pursuant to state law.

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

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

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

Prepared by:

Michael P. Frank

Reviewed and
Approved by:

Ronald Parker

Proofed by:

George L. Smith

Presented by:

David J. Star

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER **DATE:** January 21, 2014
SECTION: ADMIN. REPORTS
ITEM NO.: 4
FILE I.D.: FIN530
DEPT.: SUCCESSOR RDA

REASON FOR CONSIDERATION: The City Council acting as successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Warrant Register for the month ending December 31, 2013, pursuant to state law.

BACKGROUND: Vice Chairman Ruh has examined the Successor to the Redevelopment Agency Warrant Register dated 12.01.13-12.31.13 in the amounts of \$3,645.39 for Project I; \$0.00 for Project II; \$18,566.91 for Project III; \$8,384.22 for Project IV; \$14,692.88 for Project V; \$0.00 for the Mission Boulevard Joint Redevelopment Project; \$0.00 for the Redevelopment Obligation Retirement Funds; \$0.00 from the Tax Exempt Bond Proceeds and \$0.00 from the Taxable Bond Proceeds and finds it to be in order.

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

RECOMMENDATION: Vice Chairman Ruh recommends the City Council as successor to the Redevelopment Agency Board of Directors approve the Successor to the Redevelopment Agency Warrant Register for the period ending December 31, 2013.

Prepared by:

Michael P. Pithonak

Reviewed and
Approved by:

Donald A. Parker

Proofed by:

Yvonne L. Smith

Presented by:

Donald A. Parker

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: January 21, 2014

SECTION: ADMIN. REPORTS

ITEM NO.: 5

FILE I.D.: FIN525

DEPT.: MHC

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

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

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

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

Prepared by:

Michael P. Pietsch

Reviewed and
Approved by:

Donald Parker

Proofed by:

James R. Smith

Presented by:

Donald R. Shaw

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER **DATE:** January 21, 2014
SECTION: ADMIN. REPORTS
ITEM NO.: 6
FILE I.D.: FIN545
DEPT.: MHC

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

BACKGROUND: Vice Chairman Ruh has examined the Warrant Register dated 12.01.13-12.31.13 in the amount of \$48,426.79 for the Montclair Housing Corporation and finds it to be in order.

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

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

Prepared by:

Michael Piotrowski
James L. Smith

Reviewed and
Approved by:

Ronald A. Barku
Dana Scott

Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: January 21, 2014

SECTION: ADMIN. REPORTS

ITEM NO.: 7

FILE I.D.: FIN525

DEPT.: MHA

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

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

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

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

Prepared by:

Michael P. Houch
Gloria L. Smith

Reviewed and
Approved by:

Ronald L. Parker
John J. West

Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER **DATE:** January 21, 2014
SECTION: ADMIN. REPORTS
ITEM NO.: 8
FILE I.D.: FIN545
DEPT.: MHA

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

BACKGROUND: Vice Chairman Ruh has examined the Warrant Register dated 12.01.13-12.31.13 in the amount of \$143.14 for the Montclair Housing Authority and finds it to be in order.

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

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

Prepared by:

Michael P. Pothomay
George L. Smith

Reviewed and
Approved by:

Ronald L. Parker
James Q. Stunt

Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER SETTING A PUBLIC HEARING TO CONSIDER ORDINANCE NO. 14-941 REPLACING CHAPTER 5.04 OF TITLE 5 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO DOMESTIC ANIMALS

DATE: January 21, 2014

SECTION: ADMIN. REPORTS

ITEM NO.: 9

FILE I.D.: STD200

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: To comply with new requirements set by the Santa Ana Regional Water Control Board, cities must include in their municipal codes language regulating animal waste. The City currently has no Ordinance addressing this issue. Staff recommends a revision to Chapter 5.04 of the Montclair Municipal Code.

BACKGROUND: On January 29, 2010, the Santa Ana Regional Water Quality Control Board adopted Order No. R8-2010-0036 National Pollutant Discharge Elimination System (NPDES) No. CAS618036. This action addressed Waste Discharge Requirements for the San Bernardino County Flood Control District, the County of San Bernardino, and cities and unincorporated County areas within the Santa Ana River drainage basin. This group of agencies includes the City of Montclair.

NPDES No. CAS618036 establishes requirements for each affected agency to update and/or revise its municipal code to comply with the various requirements of NPDES No. CAS618036. The Order identifies the Santa Ana River being impaired by bacteria and pathogens, with animal waste considered to be a primary source of the pollutants. Therefore, an Ordinance regulating animal waste is required.

The attached copy of proposed Ordinance No. 14-941 contains recommended changes to Chapter 5.04 of the Montclair Municipal Code. The changes include the addition of a definition of domestic animals, a revised definition of enforcing officer, and prohibitions against animal defecation.

FISCAL IMPACT: Cost for advertising this public hearing is not expected to exceed \$1,000.

RECOMMENDATION: Staff recommends the City Council set a public hearing for Monday, February 3, 2014, at 7:00 p.m. in the City Council Chambers to consider Ordinance No. 14-941 replacing Chapter 5.04 Title 5 of the Montclair Municipal Code related to domestic animals.

Prepared by:

Joe Porelos
Ally

Reviewed and
Approved by:

M. J. C. D.

Proofed by:

Presented by:

David E. Stein

ORDINANCE NO. 14-941

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MONTCLAIR REPLACING
CHAPTER 5.04 OF TITLE 5 OF THE
MONTCLAIR MUNICIPAL CODE RELATED
TO DOMESTIC ANIMALS**

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

Section I.

Chapter 5.04 of the Montclair Municipal Code is hereby replaced by the following:

Chapter 5.04 Domestic Animals.

5.04.010 Domestic animals defined. For the purposes of this Title, "domestic animal" means an animal of a species of vertebrates that has been domesticated by humans so as to live and breed in a tame condition and depend on humankind for survival. Domestic animals shall include, but not be limited to, any dog, cat, equine or bovine animal, goat, sheep, swine, poultry, or other domesticated beast or bird. Refer to Chapter 5.08 for additional conditions applicable to dogs.

5.04.020 Enforcing Officer defined. For the purposes of this Title, "Enforcing Officer" means the City Manager, the Chief of Police, the Humane Officer, the Health Officer, the Code Enforcement Officer, the NPDES Environmental Compliance Inspector, or such other person as the City Council may designate. The City Council, by contract, may delegate to a humane society or other person the collection of license fees and the performance of any of the duties of the Enforcing Officer.

5.04.030 Animal defecation.

- A. A person having custody of a domestic animal shall not permit, either willfully or through failure to exercise due care or control, any such domestic animal to defecate upon sidewalk of any public right-of-way; or upon the floor of any common hall in any apartment building, condominium, townhome hotel, or other multiple dwelling; or upon any entranceway, stairway immediately abutting on a public sidewalk; or upon the floor of any shop, store, office building, or other building used in common by the public; or upon the floor or stairway of any public transportation station or public waiting room; or upon the floor, stairway, entranceway, office, lobby, or patio used in common by the public; or, without the consent of the owner or person in lawful occupation thereof, any lawn, yard, or any other private property whatever, which is either improved or occupied.

- B. It is unlawful for the owner or person having custody of any domestic animal to permit, either willfully or through failure to exercise due care or control, any such domestic animal to defecate and to allow such feces to thereafter remain upon any public or private property not owned or possessed by the owner or person in control of the animal, provided that the person who owns, harbors, keeps or has charge or control of a domestic animal shall immediately and securely enclose all feces deposited by such domestic animal in a bag, wrapper, or other container and dispose of the same in a sanitary manner. Any person who has charge or control of a domestic animal in a location other than on the property of such person or the property of the owner of the domestic animal shall have in his possessions a suitable wrapper, bag, or container (other than articles of personal clothing) for the purposes of complying with the requirements of this section. Failure of such person to carry such wrapper, bag, or container when in charge or control of a domestic animal in a location other than on property of such or the property of the owner of the domestic animal shall constitute a violation of this Section.

Section II. Severability.

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

Section III. Effective Date.

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

Section IV. Posting.

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

APPROVED AND ADOPTED this XX day of XX, 2014.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 14-941 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2014, and finally passed not less than five (5) days thereafter on the XX day of XX, 2014, by the following vote, to-wit:

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

Yvonne Smith
Deputy City Clerk

AGENDA REPORT

| | |
|--|---|
| SUBJECT: CONSIDER SETTING A PUBLIC HEARING TO CONSIDER THE FOLLOWING: ADOPTION OF RESOLUTION NO. 14-3018 APPROVING AN ADDENDUM TO THE INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION ASSOCIATED WITH THE 2006-2014 CITY OF MONTCLAIR HOUSING ELEMENT APPROVAL OF A GENERAL PLAN AMENDMENT FOR THE 2014-2021 CITY OF MONTCLAIR HOUSING ELEMENT | DATE: January 21, 2014 SECTION: ADMIN. REPORTS ITEM NO.: 10 FILE I.D.: GPL250 DEPT.: COMMUNITY DEV. |
|--|---|

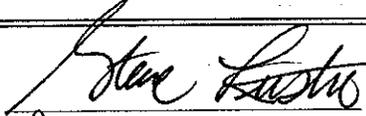
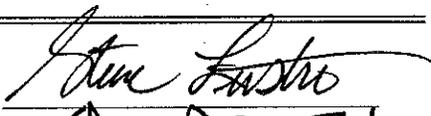
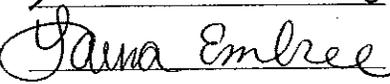
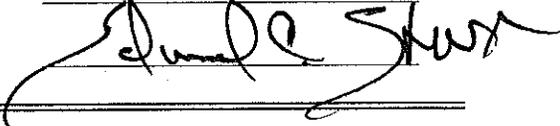
REASON FOR CONSIDERATION: Amendments to the City's adopted General Plan require public hearing review and approval by the City Council.

BACKGROUND: The Housing Element is one of the seven statutorily required elements of the City's General Plan. The Housing Element establishes the City's official policies related to housing and plans for the long-term provision of housing to meet the needs of the community. In addition, the Housing Element must also comply with State requirements. In accordance with State law, the Housing Element is required to demonstrate that adequate housing opportunities are available to meet the City's Regional Housing Needs Assessment allocation across all income categories. The Housing Element is also required to address legislative requirements that have been enacted since adoption of the last Housing Element. The Housing Element is required to be reviewed and certified by the State Department of Housing and Community Development (HCD) finding that the Element complies with State law.

The Housing Element is the only component of the General Plan that is required to be updated on a regular schedule set forth by HCD. The City's current Housing Element, which was last updated in 2011 and certified by HCD, covered the 2006-2014 planning period.

City staff has been working with professional staff from RBF Consulting for several months on the preparation of the 148-page 2014-2021 Housing Element update for consideration by the Planning Commission and City Council. Copies of the 2006-2014 Housing Element Initial Study/Mitigated Negative Declaration are included in the City Council's agenda packets.

ENVIRONMENTAL REVIEW: The 2014-2021 Housing Element identifies the availability of adequate sites identical to those identified in the 2006-2014 Housing Element. The Mitigated Negative Declaration for the 2006-2014 Housing Element also contained analysis

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

of the environmental effects associated with these sites. Therefore, the 2014-2021 Housing Element does not contain any new sites that were not previously evaluated in the 2006-2014 Housing Element and Mitigated Negative Declaration.

Pursuant to CEQA Guidelines §15164(a), this Addendum to the Mitigated Negative Declaration for the 2006-2014 Housing Element Update is the appropriate environmental documentation prepared for this project (General Plan Housing Element Update). Since the September 19, 2011 adoption of the Mitigated Negative Declaration for the 2006-2014 Update to the Housing Element (City Council Resolution No. 11-2922), there have been no substantial changes proposed in the actions described in the analysis, no substantial changes to the circumstances under which the project was undertaken, and no new information of substantial importance that would require subsequent environmental review under CEQA §21166 or CEQA Guidelines §15162. This Addendum to the Mitigated Negative Declaration concludes the 2014-2021 Housing Element exhibits no demonstrated change in the 2006-2014 analysis conducted and provides the necessary environmental clearance for the adoption of the 2014-2021 Housing Element.

The Planning Commission is scheduled to conduct a public hearing on this item at its regular meeting on January 27, 2014.

FISCAL IMPACT: A Notice of Public Hearing related to the Addendum to the Initial Study and Mitigated Negative Declaration associated with the 2006-2014 Housing Element and the General Plan Amendment for the 2014-2021 City of Montclair Housing Element will be published in the *Inland Valley Daily Bulletin* on January 24, 2014. The cost of said legal advertisement will be approximately \$600.

RECOMMENDATION: The Planning Commission and staff recommend the City Council set a public hearing for Monday, February 3, 2014, at 7:00 p.m. in the Council Chambers to consider the following:

1. Adoption of Resolution No. 14-3018 approving an Addendum to the Initial Study and Mitigated Negative Declaration associated with the 2006-2014 City of Montclair Housing Element.
2. Approval of a General Plan Amendment for the 2014-2021 City of Montclair Housing Element.

Attachment – Addendum to the 2006-2014 Housing Element Initial Study/Mitigated Negative Declaration

Attachment A

ADDENDUM to the 2006-2014 Housing Element Update Initial Study/Mitigated Negative Declaration

**California Environmental Quality Act Guidelines
Section 15164
City Council Resolution No. 14-3018**

February 3, 2014

Prepared by:

City of Montclair

5111 Benito Street

Montclair, California 91763

Attachment A1

Environmental Documentation

On September 19, 2011, the City of Montclair (City) certified a Mitigated Negative Declaration for the adoption of the General Plan 2006-2014 Housing Element (City Council Resolution No. No. 11-2922) pursuant to the California Environmental Quality Act ([CEQA] [Public Resources Code (PRC) §21000 et seq.]) and the CEQA Guidelines (14 California Code of Regulations §§ 15000-15387).

The Mitigated Negative Declaration concluded that the 2006-2014 Housing Element contained directives for future actions that could increase development potential, increase the density or intensity of future development, and modify Montclair Municipal Code and Zoning Ordinance provisions that relate to development. Further, it was determined that implementation of the Housing Element would require amendments to the City of Montclair Municipal Code. The analysis in the Mitigated Negative Declaration found that the 2006-2014 Housing Element, an update to the Housing Element of the City of Montclair General Plan, was prepared consistent with the City's General Plan and with State Housing Element law. The Mitigated Negative Declaration concluded that adverse environmental impacts resulting from adoption and implementation of the 2006-2014 Housing Element, which included future rezoning actions, would be reduced to less than significant with mitigation incorporated. The Mitigated Negative Declaration identified the mitigation measures to be implemented to reduce the impacts associated with the 2006-2014 Housing Element.

The 2014-2021 Housing Element identifies the availability of adequate sites identical to those identified in the 2006-2014 Housing Element. The Mitigated Negative Declaration for the 2006-2014 Housing Element also contained analysis of the environmental effects associated with these sites. Therefore, the 2014-2021 Housing Element does not contain any new sites that were not previously evaluated in the 2006-2014 Housing Element and Mitigated Negative Declaration.

Pursuant to CEQA Guidelines §15164(a), this Addendum to the Mitigated Negative Declaration for the 2006-2014 Housing Element Update is the appropriate environmental documentation prepared for this project (General Plan Housing Element Update). Since the September 19, 2011 adoption of the Mitigated Negative Declaration for the 2006-2014 Update to the Housing Element (City Council Resolution No. 11-2922), there have been no substantial changes proposed in the actions described in the analysis, no substantial changes to the circumstances under which the project was undertaken, and no new information of substantial importance that would require subsequent environmental review under CEQA §21166 or CEQA Guidelines §15162. This Addendum to the Mitigated Negative Declaration concludes the 2014-2021 Housing Element exhibits no demonstrated change in the 2006-2014 analysis conducted and provides the necessary environmental clearance for the adoption of the 2014-2021 Housing Element.

Copies of the 2006-2014 Housing Element Update Mitigated Negative Declaration and the proposed 2014-2021 Housing Element are available at the City of Montclair Community Development Department, 5111 Benito Street, Montclair, CA 91763. For additional information, contact Steve Lustro, Community Development Director at (909) 625-9431.

ATTACHMENT A2

Findings

Project Name: 2014-2021 Housing Element

Project Addresses: Citywide

FINDINGS

The City of Montclair finds as follows:

1. That the Mitigated Negative Declaration prepared for the 2006-2014 Housing Element Update found the City would amend the Montclair Municipal Code subsequent to Housing Element adoption, and when amended, that these amendments would further promote new and existing programs designed to reduce constraints to affordable housing.
2. That the potential environmental effects associated with the rezoning of land implemented were described in Montclair Housing Element Initial Study and Mitigated Negative Declaration certified by the Montclair City Council by Resolution No. 11-2922.
3. That the 2006-2014 Housing Element Included an inventory and Housing Capacity analysis describing the sites subject to future rezoning.
4. That Public Resources Code Section 21166 and California Environmental Quality Act (CEQA) Guidelines § 15164(b) allows an addendum to an adopted mitigated negative declaration to be prepared if minor technical changes or additions to approved projects are necessary.
5. That the City of Montclair has considered the Addendum dated February 3, 2014, together with the previously certified Mitigated Negative Declaration by City Council Resolution No. 11-2922, together with the comments received and considered during the public review process. The Addendum and the Mitigated Negative Declaration reflect the independent judgment of the City Council and have been completed in compliance with CEQA, and are adequate for this proposal.
6. That the City Council finds the 2006-2014 Housing Element provides the necessary environmental clearance for the adoption of the 2014-2021 Housing Element; and

That the documents and other materials which constitute the record of proceedings upon which this decision is based are in the custody of the City Clerk of the City of Montclair, located at 5111 Benito Street, Montclair, CA 91763.

RESOLUTION NO. 14-3018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR APPROVING AN ADDENDUM TO THE INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION ASSOCIATED WITH THE 2006-2014 CITY OF MONTCLAIR HOUSING ELEMENT AND APPROVING A GENERAL PLAN AMENDMENT FOR THE 2014-2021 CITY OF MONTCLAIR HOUSING ELEMENT

A. Recitals.

WHEREAS, the Housing Element is one of seven statutorily-required elements of the General Plan; and

WHEREAS, the City of Montclair adopted its 2006-2014 General Plan Housing Element in September 2011 and certified by the State's Housing and Community Development Department (HCD) as being in substantial compliance with statute; and

WHEREAS, the California Government Code requires cities to review and update their Housing Element every five years according to a schedule set forth by HCD; and

WHEREAS, the City desires to update its Housing Element to ensure that it accurately reflects the City's official housing policy and contains policy actions and programs that address the housing needs of the Montclair community; and

WHEREAS, the City, through its consultant, RBF Consulting, has prepared the 2014-2021 Housing Element as an update to its previously adopted Housing Element in compliance with State law; and

WHEREAS, because there have been no substantial changes proposed in the actions described in the analysis, no substantial changes to the circumstances under which the project was undertaken, no new information of substantial importance that would require subsequent environmental review under the California Environmental Quality Act (CEQA), and also that the 2014-2021 Housing Element does not contain any new sites that were not previously evaluated in the 2006-2014 Housing Element and Mitigated Negative Declaration, an Addendum to the Mitigated Negative Declaration for the 2006-2014 Housing Element Update is the appropriate environmental documentation prepared for this project (General Plan Housing Element Update), pursuant to CEQA Guidelines §15164(a); and

WHEREAS, public notice of this item will be advertised as a public hearing in the *Inland Valley Daily Bulletin* newspaper on January 24, 2014; and

WHEREAS, the City Council has reviewed and considered the Housing Element along with the information contained in the Addendum to the IS/MND; and

WHEREAS, based on its review and independent judgment, the City Council finds that the Housing Element will not have a significant effect on the environment with the implementation of mitigation measures; and

WHEREAS, on January 27, 2014, commencing at 7:00 p.m. in the Council Chamber at Montclair City Hall, the Planning Commission conducted a public hearing at which time all persons wishing to testify in connection with the General Plan Amendment for the 2014-2021 City of Montclair Housing Element were heard, and said application was fully studied; and

WHEREAS, on February 3, 2014, commencing at 7:00 p.m. in the Council Chambers at Montclair City Hall, the City Council conducted a public hearing at which time all persons wishing to testify in connection with the General Plan Amendment for the 2014-2021 City of Montclair Housing Element were heard, and said application was fully studied.

B. Findings.

1. *The General Plan Housing Element meets the requirements of Housing Element law (Article 10.6 of the Government Code).*

The Housing Element contains a Needs Assessment, Resources and Constraints Analysis, Review of Past Performance, Housing Policy Program, and Adequate Sites Analysis consistent with State requirements. Following City adoption of the 2014-2021 Housing Element, a copy will be submitted to HCD for final certification.

2. *The Housing Element is generally consistent with the goals and policies stated within all other elements of the City's General Plan.*

The Housing Element has been reviewed and is generally consistent with the remaining elements of the Montclair General Plan.

3. *The Housing Element advances the State's housing goal of "decent housing and a suitable living environment for all members of the community."*

The Housing Element contains a Needs Assessment documenting housing needs in Montclair and establishes policy action programs to meet those needs through the preservation, conservation, improvement, and production of housing units. The Housing Policy Action Programs aim to provide opportunities for production of new housing units for all income levels and also address housing for special needs groups including seniors, large families, and workforce housing. Accordingly, City adoption of the Housing Element and implementation of the Housing Policy Action Programs advances the State's housing goal of providing "decent housing and a suitable living environment for all members of the community."

4. The Mitigated Negative Declaration prepared for the 2006-2014 Housing Element Update found the City would amend the Montclair Municipal Code subsequent to Housing Element adoption and, when amended, that these amendments would further promote new and existing programs designed to reduce constraints to affordable housing.

5. The potential environmental effects associated with the rezoning of land implemented were described in the City of Montclair Housing Element Initial Study and

Mitigated Negative Declaration certified by the Montclair City Council via Resolution No. 11-2922.

6. The 2006-2014 Housing Element included an inventory and Housing Capacity analysis describing the sites subject to future rezoning.

7. Public Resources Code Section 21166 and California Environmental Quality Act (CEQA) Guidelines § 15164(b) allow an Addendum to an adopted Mitigated Negative Declaration to be prepared if minor technical changes or additions to approved projects are necessary.

8. The City of Montclair has considered the Addendum dated February 3, 2014, together with the previously certified Mitigated Negative Declaration by City Council Resolution No. 11-2922, together with the comments received and considered during the public review process. The Addendum and the Mitigated Negative Declaration reflect the independent judgment of the City Council and have been completed in compliance with CEQA, and are adequate for this proposal.

9. The City Council finds the 2006-2014 Housing Element provides the necessary environmental clearance for the adoption of the 2014-2021 Housing Element.

C. Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby find and determine as follows:

Section 1. The City Council hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

Section 2. The City Council hereby approves the Addendum to the Mitigated Negative Declaration associated with the 2006-2014 Housing Element based on the findings contained in Part B of this Resolution.

Section 3. The City Council hereby approves the General Plan Amendment associated with Case No. 2012-18 for the 2014-2021 City of Montclair Housing Element.

APPROVED AND ADOPTED this XX day of XX, 2014.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 14-3018 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, 2014, and that it was adopted by the following vote, to-wit:

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

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER AMENDING THE FISCAL YEAR 2013-2018 CAPITAL IMPROVEMENT PROGRAM ADDING THE CENTRAL AVENUE AND SAN BERNARDINO STREET TRAFFIC SIGNAL MODIFICATION PROJECT

CONSIDER AUTHORIZATION OF A \$150,000 APPROPRIATION FROM THE GAS TAX FUND FOR THE CENTRAL AVENUE AND SAN BERNARDINO STREET TRAFFIC SIGNAL MODIFICATION PROJECT

DATE: January 21, 2014

SECTION: ADMIN. REPORTS

ITEM NO.: 11

FILE I.D.: STA670

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: Amendments to the Capital Improvement Program and project appropriations require City Council approval.

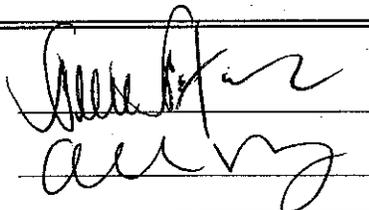
BACKGROUND: In May 2013, the California Department of Transportation announced a call for projects through the Highway Safety Improvement Program (HSIP) using Federal Statewide Transportation Improvement Plan (FSTIP) funding. In response to this call, the City submitted a project for signal modifications at the intersection of Central Avenue and an Bernardino Street. Proposed modifications included the addition of protected left-turn signal phasing on all approaches, new pedestrian ramps, and traffic striping.

In November 2013, staff received notification that its application was successful and that the City would receive \$112,500 of federal funding towards the construction of the \$125,000 intersection improvement project. The City will be responsible for the design and consultant expenses related to the project.

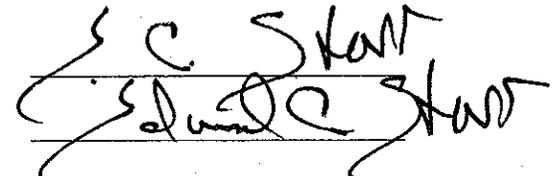
In 2007, the City prepared preliminary signal modification plans at this intersection in anticipation of grant funding becoming available. The design is nearly 75 percent complete with only minor revisions being necessary for completion. The plans were prepared by the City's Traffic Engineer, Albert Grover and Associates, Inc. (AGA). Staff recommends using AGA under its "on-call" traffic engineering contract to make the revisions as needed at a cost not to exceed \$10,000. Staff may also need assistance in complying with the National Environmental Policy Act (NEPA) environmental clearance required for this project as a condition of using federal funds and may also need assistance in complying with the state's requirements for construction management. If required, contracts for these services would be likely less than \$15,000 and be signed by the City Manager.

FISCAL IMPACT: The federal grant provides \$112,500 for construction, with a local match requirement of \$12,500, bringing the total construction budget to \$125,000. The grant does not provide for design costs, environmental clearance, or construction management. Therefore, staff is recommending an additional \$25,000 be appropriated to address these

Prepared by:



Reviewed and Approved by:



Proofed by:

Presented by:

project costs. Of the total \$150,000 Gas Tax appropriation, \$112,500 should be reimbursed by the state and federal government at the completion of the project.

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

1. Amend the Fiscal Year 2013–2018 Capital Improvement Program adding the Central Avenue and San Bernardino Street Traffic Signal Modification Project.
2. Authorize a \$150,000 appropriation from the Gas Tax Fund for the Central Avenue and San Bernardino Street Traffic Signal Modification Project.

Infrastructure Fund Capital Project Funding Information

Project Name: Central Avenue/San Bernardino Street Signal Modifications
 Project Details: This project will add protected left turn phasing for both east/west and north/south directions at Central Avenue and San Bernardino Street to address safety issues at this intersection

Preparation Date: January 13, 2014 Department: Public Works Estimated Start Date: January 2014

Project No. (Assigned by Finance): 17000 Contact/Ext.: Michael C. Hudson

| Phase | Fiscal Years | | | Total | Estimated Completion | Grant Billing Date | Fund/Program (Fund Name & Number) |
|-----------------|--------------|------------|-----------|------------|----------------------|--------------------|-----------------------------------|
| | Prior Years | 2013/2014 | 2014/2015 | | | | |
| Environmental | | 10,000.00 | | 10,000.00 | | | Fund 102-Gas Tax |
| Design | | 10,000.00 | | 10,000.00 | | | Fund 102-Gas Tax |
| R/W Acquisition | | | | | | | |
| Construction | | 112,500.00 | | 112,500.00 | 12-31-2014 | 01-30-2015 | HSIP Federal Grant |
| Construction | | 12,500.00 | | 12,500.00 | | | Fund 102-Gas Tax (Match) |
| Constr. Admin. | | 5,000.00 | | 5,000.00 | | | Fund 102-Gas Tax |
| Total | 0.00 | 150,000.00 | 0.00 | 150,000.00 | | | |

Approvals: _____ Date: January 13, 2014

Department: Public Works Department By: *[Signature]*

Finance By: *[Signature]* Date: January 13, 2014

City Council Date: January 21, 2014

Revision Number: _____

Total Project Cost: \$150,000.00

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZING STAFF TO
ADVERTISE FOR BID PROPOSALS FOR
THE MAINTENANCE OF PASEOS PARK

DATE: January 21, 2013

SECTION: ADMIN. REPORTS

ITEM NO.: 12

FILE I.D.: STA650

DEPT.: PUBLIC WORKS

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

BACKGROUND: The North Montclair Downtown Specific Plan was adopted by the City Council on May 15, 2006. It is a major land use plan prepared by planning consultants and architects in concert with City staff to provide master planning services on approximately 150 acres in North Montclair including a development located on the east side of Monte Vista Avenue between Moreno Street and Arrow Highway. This development has come to be known as The Paseos at Montclair North.

Integral with The Paseos multifamily residential project was the development of a public park, a park that is a major focal point upon entering the development from Moreno Street. Besides providing opportunities for passive recreational activities, the park also is designed to address stormwater quality issues and is part of the Water Quality Management Plan for the adjacent street, Sycamore Avenue. The park name has not yet been determined, though some names being considered are Sycamore Park, Los Alisos Park, and Arroyo de los Alisos Park. For the purpose of this park maintenance contract, the name "Paseos Park" is being used.

Park construction has been completed, and the landscaping is currently in a 90-day plant establishment and maintenance period by the developer and landscape contractor. It is anticipated that the establishment period will end in late March or April, at which time the City will assume maintenance responsibilities.

In addition to maintenance of turf, groundcover, shrubs, vines, and trees, the landscape maintenance contractor would also be responsible for the irrigation system, infiltration basin, vegetative swales, and fountain.

FISCAL IMPACT: One of the conditions for approval of this tract was the creation of a Community Facilities District (CFD) to pay for certain costs associated with the development. The CFD was established and includes annual payments of fees for maintenance of the park, streets, parkways, and streetlights. A report prepared by David Taussig and Associates dated January 18, 2011, estimated these maintenance costs at \$84,450. The current contract between the developer and its landscaping contractor includes an annualized

Prepared by: *M. S. C. H.*

Reviewed and
Approved by:

M. S. C. H.
Edward E. Spurr

Proofed by: *Alle Vy*

Presented by:

establishment and maintenance cost of \$25,000. Therefore, it is estimated that the annual maintenance cost for this park would be approximately \$30,000 with this work being done at prevailing wage.

RECOMMENDATION: Staff recommends the City Council authorize staff to advertise for bid proposals for the maintenance of Paseos Park.

AGENDA REPORT

| | |
|---|--------------------------------|
| SUBJECT: CONSIDER AUTHORIZATION OF A \$25,000 APPROPRIATION FROM GAS TAX FUND 1102 FOR A STUDY RELATED TO INTERIM SOLUTIONS ADDRESSING TRAFFIC CONGESTION AT THE MONTE VISTA AVENUE AND I-10 FREEWAY INTERCHANGE | DATE: January 21, 2014 |
| | SECTION: ADMIN. REPORTS |
| | ITEM NO.: 13 |
| | FILE I.D.: FWY150 |
| | DEPT.: PUBLIC WORKS |

REASON FOR CONSIDERATION: At staff's request, a proposal has been submitted by the City's Traffic Engineer, Albert Grover and Associates, Inc., to study interim solutions to traffic congestion at the Monte Vista Avenue/I-10 Freeway interchange. An appropriation is required to cover the cost of the study. Appropriations require City Council approval.

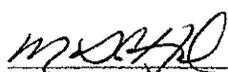
BACKGROUND: As part of the Measure I extension program approved by voters in 2004, the San Bernardino Associated Governments (SANBAG) designated funding be made available for interchange modifications throughout San Bernardino County. A prioritization study was undertaken to determine where the need was the greatest in order to make the best use of the available funding. Only the top ten ranked projects are likely to be funded. The reconstruction of the Monte Vista Avenue and I-10 Freeway interchange in Montclair was ranked number ten.

The City will be responsible for the design of the interchange and has previously studied a few options for modifications. The City also prepared a cost estimate for a complete reconstruction with a design complying with all of the design requirements of the California Department of Transportation (Caltrans). The cost of such a project was determined to be in excess of \$100 million.

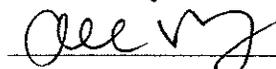
Concurrent with the studies that the City was performing, Caltrans and SANBAG are jointly working on alternatives for improving traffic flow on the I-10 Freeway. The two alternatives presently being considered are extending the existing High Occupancy Vehicle (HOV) lanes from Ontario to Redlands and adding express lanes to the freeway from the County line to Redlands. A decision on the preferred alternative is expected to be made later this year.

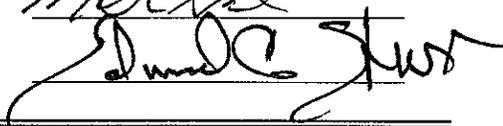
The HOV lanes alternative would have no impact on Montclair or the Monte Vista Avenue interchange because the HOV lanes already exist through Montclair. However, if the express lane alternative is selected, the Monte Vista Avenue bridge would likely be replaced, providing an opportunity for cost sharing between Caltrans/SANBAG and the City for the interchange modifications.

It is unclear at this time which alternative is likely to be selected as the preferred alternative, or if/when construction might begin should the express lane concept be approved. The City should not proceed with a design of the interchange modifications

Prepared by: 

Reviewed and Approved by: 

Proofed by: 

Presented by: 

not knowing what the impacts of the express lane alternative might be. However, as congestion continues to increase on Monte Vista Avenue, there may be some low-cost interim solution worth considering.

A proposal was requested from Albert Grover and Associates, Inc., to study possible options, prepare conceptual drawings, and provide a cost estimate for the interim work. The work will include up-to-date traffic counts including turning movements to and from the freeway.

FISCAL IMPACT: Albert Grover and Associates, Inc., has requested \$25,000 for studying possible interim solutions. Should a viable interim solution be found, staff would seek funding for construction from SANBAG.

RECOMMENDATION: Staff recommends the City Council authorize a \$25,000 appropriation from Gas Tax Fund 1102 for a study related to interim solutions addressing traffic congestion at the Monte Vista Avenue and I-10 Freeway interchange.

AGENDA REPORT

SUBJECT: CONSIDER ACCEPTANCE OF GRANT DEED NO. 1673, AN EASEMENT FOR CONSTRUCTION, MAINTENANCE, AND USE OF A SIDEWALK LOCATED AT 9140 MONTE VISTA AVENUE

DATE: January 21, 2014

SECTION: ADMIN. REPORTS

ITEM NO.: 14

FILE I.D.: STA650

DEPT.: PUBLIC WORKS

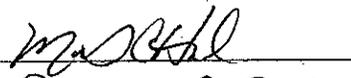
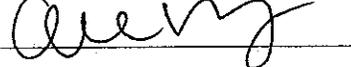
REASON FOR CONSIDERATION: Grant deeds and/or easements are generally required whenever the City must perform work of a permanent nature when the right-of-way for such does not exist. Grants of properties and easements are subject to the approval of the City Council.

BACKGROUND: One condition of approval for the development of a medical office at 9140 Monte Vista Avenue was to modify the existing public sidewalk to provide handicap accessibility around the proposed drive approaches. Complying with this condition required wrapping the sidewalk around the back of the drive approaches, encroaching on private property. The encroachment requires the dedication of an easement to the City.

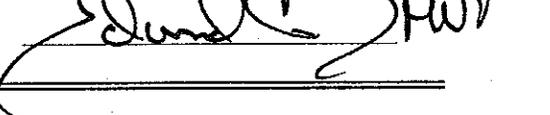
FISCAL IMPACT: Acceptance of Grant Deed No. 1673 has no fiscal impact to the City, although the redevelopment of the subject property should have a positive fiscal impact to the City.

RECOMMENDATION: Staff recommends the City Council accept Grant Deed No. 1673, an easement for construction, maintenance, and use of a sidewalk located at 9140 Monte Vista Avenue.

Prepared by:

Reviewed and
Approved by:

Proofed by:

Presented by:

Recording Requested
By and Mail to:

CITY OF MONTCLAIR
P.O. BOX 2308
5111 BENITO STREET
MONTCLAIR, CALIFORNIA 91763

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Affix Internal Revenue Stamps in This Place

APN: 1009-061-09

GRANT DEED

Affix I.R.S. \$ _____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Jonardi Handoko and Sari Handoko Trustees of the Handoko Family Trust Dated February 25, 2005

Hereby GRANTS to the **CITY OF MONTCLAIR** an easement for the purpose of constructing, maintaining, and use of sidewalks and appurtenances over the following described real property in the City of Montclair, County of San Bernardino, State of California:

See attached Exhibits A and B

Grant Deed No. 1673



Sari Handoko Trustee

State of California

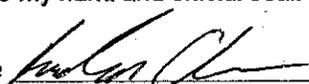
County of Los Angeles

On Jan. 2nd, 2014 before me, Amardeep Chana

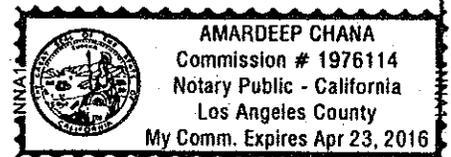
personally appeared Sari Handoko
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 

Signature of Notary Public



Place Notary Seal Above

ACCEPTANCE

This is to certify that the interest in real property conveyed by the within instrument to the **CITY OF MONTCLAIR**, State of California, a body corporate and politic, is hereby accepted by order of the **MONTCLAIR CITY COUNCIL** made on _____, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____

By: _____

Deputy City Clerk

(Seal)



Ray Lombera & Associates Inc.
Land Surveying.Planning.Land Development

PROJECT ADDRESS:

9140 MONTE VISTA AVENUE, MONTCLAIR, CA

DATE: 12-04-2013

PROPOSED SIDEWALK EASEMENT

PORTION OF LOT 22, OF CLAREMONT ORANGE TRACT, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHEASTERLY CORNER OF THE NORTHERLY 130 FEET, OF THE SOUTH 250 FEET, OF THE NORTH 442.50 FEET OF THE EAST HALF OF SAID LOT 22;

THENCE ALONG THE NORTHERLY LINE OF SAID NORTHERLY 130 FEET, OF THE SOUTH 250 FEET, OF THE NORTH 442.50 FEET OF THE EAST HALF OF SAID LOT 22, NORTH 88°38'00" WEST 48.01 FEET;

THENCE SOUTH 0°02'42" WEST 13.50 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 0°02'42" WEST 104.40 FEET;

THENCE NORTH 44°57'18" WEST 6.36 FEET;

THENCE NORTH 0°02'42" EAST 95.40 FEET;

THENCE NORTH 45°02'42" EAST 6.36 FEET TO THE TRUE POINT OF BEGINNING.

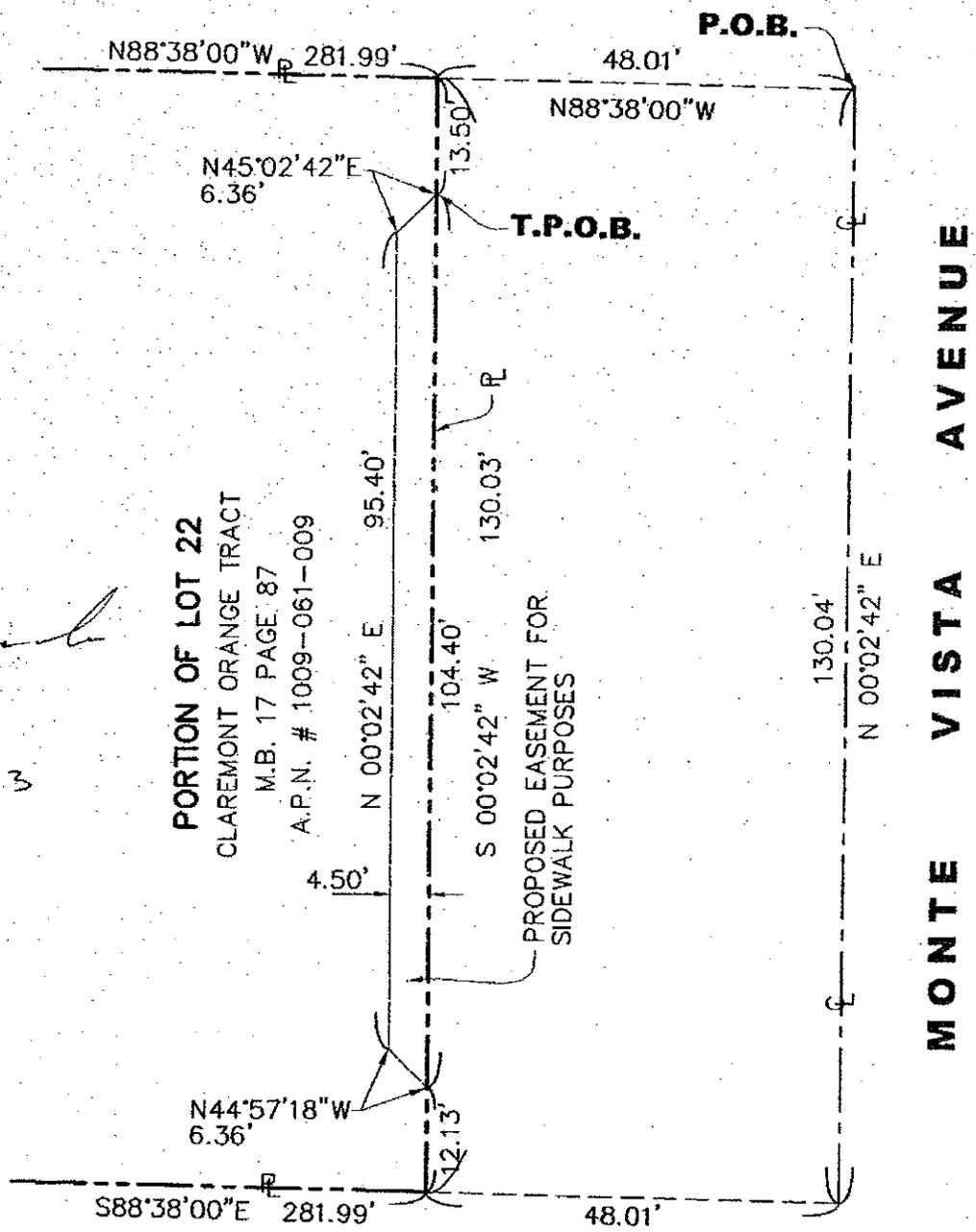
END OF LEGAL DESCRIPTION.

" EXHIBIT A "

12-17-13

Ray Lombera

12-17-13



**PROPOSED
SIDEWALK
EASEMENT**

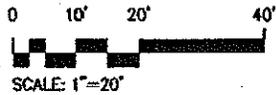


EXHIBIT B

JOB ADDRESS:
9140 MONTE VISTA AVE.
MONTCLAIR, CA

REQUESTED BY:
YUNG ARCHITECTS

CHECKED BY: R.L.
DRAWN BY: E.P.
DATE: NOV. 20, 2013
SCALE: 1"=20'
SHEET NO.
C-1
SHEET 1 OF 1



RLA Ray Lombera & Associates

Land Surveying Planning Land Development

5015 EAGLE ROCK BLVD. SUITE 210 LOS ANGELES, CA. 90041 TEL. (323) 257-9771 FAX. (323) 257-9865

AGENDA REPORT

| | |
|--|---|
| SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 14-06 WITH MONTCLAIR GOLDEN GIRLS SOFTBALL LEAGUE, AGREEMENT NOS. 14-07 AND 14-08 WITH MONTCLAIR LITTLE LEAGUE, AND AGREEMENT NOS. 14-09, 14-10, AND 14-11 WITH ALL CITIES YOUTH BASEBALL FOR USE OF BALL FIELD FACILITIES | DATE: January 21, 2014 SECTION: AGREEMENTS ITEM NO.: 1 FILE I.D.: ATH020/215/218 DEPT.: HUMAN SVCS |
|--|---|

REASON FOR CONSIDERATION: The City Council is requested to consider approval of agreements with the Montclair Golden Girls Softball League, Montclair Little League, and All Cities Youth Baseball for their use of ball field facilities for spring/summer sports activities. Copies of proposed Agreement Nos. 14-06, 14-07, 14-08, 14-09, 14-10, and 14-11 are attached for the City Council's review and consideration.

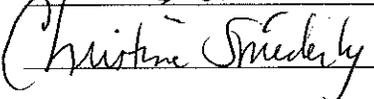
BACKGROUND: Pursuant to Agreement No. 14-06, Golden Girls Softball League would use the fields at Vernon Park for its softball activities on weekdays and Saturdays. Pursuant to Agreement Nos. 14-07 and 14-08, Montclair Little League would use the northwest field at Kingsley Park and the two southern and two northern fields at Saratoga Park for its baseball activities on Mondays, Wednesdays, Fridays and Saturdays. Pursuant to Agreement Nos. 14-09, 14-10, and 14-11, All Cities Youth Baseball would use Essex Park weekdays and Saturdays, and the northwest field at Kingsley Park and the two southern and two northern fields at Saratoga Park for its baseball activities on Tuesdays and Thursdays. Sunday field use by all leagues is only permitted in the event that ball games are rained out.

Montclair Little League and All Cities Youth Baseball have each requested the use of lights for activities that may be conducted after dark. The cost of electrical services associated with such lighting would be divided equally between the requesting league and the City of Montclair at the rate of \$20 per hour per field for such use.

The terms of proposed Agreement Nos. 14-06, 14-07, 14-08, 14-09, 14-10, and 14-11 are January 22, 2014, through August 31, 2014.

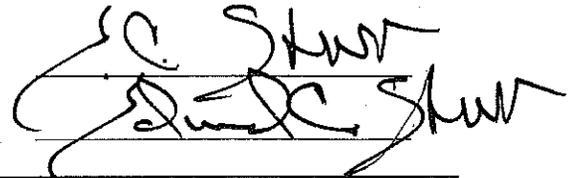
FISCAL IMPACT: Should the City Council approve the proposed Agreements, a total of approximately \$200,000 (\$50,000 per park) in maintenance, lighting, and upkeep costs is associated with the leagues' use of the subject parks.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 14-06 with Montclair Golden Girls Softball League, Agreement Nos. 14-07 and 14-08 with Montclair Little League, and Agreement Nos. 14-09, 14-10, and 14-11 with All Cities Youth Baseball for use of ball field facilities.

Prepared by: 
Proofed by: 

Reviewed and
Approved by:

Presented by:



**AGREEMENT NO. 14-06
WITH MONTCLAIR GOLDEN GIRLS SOFTBALL LEAGUE
FOR USE OF VERNON PARK**

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

WITNESSETH:

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

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for girls softball activities at such times and hours set forth in Section 1(x). The term of this Agreement is for January 22, 2014, through August 31, 2014.

SECTION 1: LEAGUE hereby agrees as follows:

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

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

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

- r. If LEAGUE elects to use lights for activities conducted after dark, LEAGUE agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Twenty Dollars (\$20) per hour, per field; and LEAGUE will remit prompt payment to CITY upon receipt of monthly invoice.
- s. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- t. To provide CITY with participant rosters, practice and game schedules.
- u. To provide CITY with financial statements upon request for audit purposes.
- v. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- w. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which LEAGUE had knowledge.
- x. It is agreed that LEAGUE may use said baseball fields from January 22, 2014, through August 31, 2014, Mondays through Fridays generally commencing at 4:00 p.m. and Saturdays generally commencing at 8:00 a.m. No activities will be conducted past 9:45 p.m.
- y. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept, in full force and effect for the mutual benefit of CITY and LEAGUE comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice, in writing by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.
- z. INDEMNIFICATION: LEAGUE shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property

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

- aa. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- bb. To conduct all operations in compliance with the Americans with Disabilities Act.
- cc. LEAGUE shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for LEAGUE meetings.

SECTION 2: CITY hereby agrees as follows:

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

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

APPROVED AND ADOPTED this _____ day of _____, 2014.

LEAGUE:

GOLDEN GIRLS SOFTBALL

CITY:

CITY OF MONTCLAIR

President

Paul M. Eaton
Mayor

Secretary

ATTEST:

Yvonne L. Smith
Deputy City Clerk

CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES

JANUARY 2014

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

**AGREEMENT NO. 14-07
WITH MONTCLAIR LITTLE LEAGUE
FOR USE OF KINGSLEY PARK**

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

WITNESSETH:

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

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for Junior/Senior Little League baseball activities at such times and hours set forth in Section 1(y). The term of this Agreement is for January 22, 2014, through August 31, 2014.

SECTION 1: LEAGUE hereby agrees as follows:

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

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

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

Superintendent at 625-9466. LEAGUE will not attempt to remove Graffiti or make repairs to building. LEAGUE shall furnish and supply personnel to conduct and supervise LEAGUE activities on the premises.

- r. If LEAGUE elects to use lights for activities conducted after dark, LEAGUE agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Twenty Dollars (\$20) per hour, per field; and LEAGUE will remit prompt payment to CITY upon receipt of monthly invoice.
- s. To deposit, with the CITY representative, the sum of Five Hundred Dollars (\$500) as a security deposit, to ensure the proper and prompt payment of alarm fees, electrical services for elected use of lights, or any incurred damages to facilities associated with the LEAGUE. In the event all invoices or potential damages are paid by the end of this Agreement term, the deposit will be refunded.
- t. To provide the CITY representative with a list of the Board of Directors including names, addresses, and telephone numbers.
- u. To provide CITY with participant rosters, practice and game schedules.
- v. To provide CITY with financial statements upon request for audit purposes.
- w. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- x. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency of which LEAGUE had knowledge.
- y. It is agreed that LEAGUE may use said baseball fields from January 22, 2014, through August 31, 2014, Tuesdays, Wednesdays and Thursdays generally commencing at 4:00 p.m. and Saturdays generally commencing at 8:00 a.m. No activities will be conducted past 9:45 p.m.
- z. **PUBLIC LIABILITY AND PROPERTY DAMAGE:** Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept in full force and effect for the mutual benefit of CITY and LEAGUE comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and

the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice in writing by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them, or certificate(s) evidencing the insurance.

- aa. INDEMNIFICATION: LEAGUE shall defend, indemnify, and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by LEAGUE of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the LEAGUE in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.
- bb. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- cc. To conduct all operations in compliance with the Americans with Disabilities Act.
- dd. LEAGUE shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for LEAGUE meetings.

SECTION 2: CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. LEAGUE shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by LEAGUE. A Contact List containing the emergency telephone numbers is attached.
- e. To provide to LEAGUE, inventory list of equipment in snack bar and meeting areas; to provide inspection of those areas and equipment at the end of the agreement period.
- f. To invoice LEAGUE monthly for the costs of separately metered field lighting related to use prior to regular season play.

- g. To refund, at the end of the agreement period and upon approval of the Director of Human Services, LEAGUE's cleaning deposit.
- h. To designate a CITY representative to work with LEAGUE on all nonmaintenance issues relating to the use of CITY facilities.

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

APPROVED AND ADOPTED this _____ day of _____, 2014.

LEAGUE:

MONTCLAIR LITTLE LEAGUE

CITY:

CITY OF MONTCLAIR

President

Paul M. Eaton
Mayor

Secretary

ATTEST:

Yvonne L. Smith
Deputy City Clerk

CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES

JANUARY 2014

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

**AGREEMENT NO. 14-08
WITH MONTCLAIR LITTLE LEAGUE
FOR USE OF SARATOGA PARK**

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

WITNESSETH:

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

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for Little League baseball (including the Challenger Division for children with disabilities) activities at such times and hours set forth in Section 1(aa). The term of this Agreement is for January 22, 2014, through August 31, 2014.

SECTION 1: LEAGUE hereby agrees as follows:

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to sublet the field.
- c. Not to make any improvements or alterations on said premises.
- d. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- e. Not to erect any barriers or fences of any kind unless approved by CITY.
- f. Not to use herbicides at the park for any purpose.
- g. Not to disconnect or make changes to existing phone line account.
- h. Not to allow hitting balls into the chain link fences for batting practice.
- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.

- j. To provide a special parking area for participants in the Challenger Division, at the times of their games, by cordoning off the southeast portion of the parking lot; to provide the equipment and personnel needed to set up the special parking area; to see that all equipment is removed and properly stored after each use; to provide personnel to monitor the cordoned off area during its use.
- k. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted cleaning agency will be hired by the CITY and the LEAGUE will be responsible for all fees related to the service.
- l. To maintain all equipment and appliances within the snack bar and snack bar building at all times. To clean all sinks, countertops and utensils after each day's use and leave the snackbar in a condition acceptable to CITY. The snackbar area should not be used for storage of any materials not pertaining to food items.
- m. To maintain Meeting Room located on the second floor by emptying trash and vacuuming carpet from facility after each day's use in a condition acceptable to CITY. This room is not to be used for storage (e.g. field equipment and baseball equipment). Storage for baseball equipment is located in the facility on the southern section of baseball fields.
- n. To ensure when a barbecue is used, it is set up a minimum of ten feet away from any structure and LEAGUE must provide one fire extinguisher for each barbecue being used. LEAGUE must also ensure that barbecue has completely cooled down before returning to storage in any CITY structure.
- o. To deposit, with the CITY representative, the sum of Three Hundred Dollars (\$300) as a refundable cleaning deposit to ensure the proper care and cleanup of the snack bar, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY-owned equipment have been properly cared for and cleaned up. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.
- p. To conform to all safety and health regulations and maintain all CITY installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.

- q. To be responsible for the payment of an alarm fee at the rate of Forty Dollars (\$40) per month, to remit prompt payment to CITY upon receipt of monthly invoice.
- r. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- s. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works Superintendent at 625-9466. LEAGUE will not attempt to remove Graffiti or make repairs to building. LEAGUE shall furnish and supply personnel to conduct and supervise LEAGUE activities on the premises.
- t. If LEAGUE elects to use lights for activities conducted after dark, LEAGUE agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Twenty Dollars (\$20) per hour, per field; and LEAGUE will remit prompt payment to CITY upon receipt of monthly invoice.
- u. To deposit, with the CITY representative, the sum of Five Hundred Dollars (\$500) as a security deposit, to ensure the proper and prompt payment of alarm fees, electrical services for elected use of lights, or any incurred damages to facilities associated with the LEAGUE. In the event all invoices or potential damages are paid by the end of this Agreement term, the deposit will be refunded.
- v. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- w. To provide CITY with participant rosters, practice and game schedules.
- x. To provide CITY with financial statements upon request for audit purposes.
- y. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- z. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which LEAGUE had knowledge.
- aa. It is agreed that LEAGUE may use said baseball fields from January 22, 2014, through August 31, 2014, Mondays, Tuesdays, Wednesdays and Thursdays, generally commencing at 4:00 p.m. and Saturdays, generally commencing at 8:00 a.m. No activities will be conducted past 9:45 p.m.

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

SECTION 2: CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.

- c. To have full control over watering the entire premises. LEAGUE shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by LEAGUE. A Contact List containing the emergency telephone numbers is attached.
- e. To provide to LEAGUE, inventory list of equipment in snack bar and meeting areas; to provide inspection of those areas and equipment at the end of the agreement period.
- f. To invoice LEAGUE monthly for the costs of separately metered field lighting.
- g. To refund, at the end of the agreement period and upon approval of the Director of Human Services, LEAGUE's cleaning deposit.
- h. To designate a CITY representative to work with LEAGUE on all nonmaintenance issues relating to the use of CITY facilities.

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

APPROVED AND ADOPTED this _____ day of _____, 2014.

LEAGUE:

MONTCLAIR LITTLE LEAGUE

CITY:

CITY OF MONTCLAIR

President

Paul M. Eaton
Mayor

Secretary

ATTEST:

Yvonne L. Smith
Deputy City Clerk

CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES

JANUARY 2014

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

**AGREEMENT NO. 14-09
WITH ALL CITIES YOUTH BASEBALL
FOR USE OF ESSEX PARK**

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

WITNESSETH:

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

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises ACYB desires to use for Youth Baseball activities at such times and hours set forth in Section 1(w). The term of this Agreement is for January 22, 2014, through August 31, 2014.

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

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

- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times. To clean all sinks countertops and utensils after each day's use and leave the snack bar in a condition acceptable to CITY. The snack bar area should not be used for storage of any materials not pertaining to food items
- l. To ensure when a barbecue is used, it is set up a minimum of ten feet away from any structure; and ACYB must provide one Fire Extinguisher for each barbecue being used. ACYB must also ensure that barbecue has completely cooled down before returning to storage in any CITY structure.
- m. To deposit with the CITY representative the sum of Three Hundred Dollars (\$300) as a refundable cleaning deposit to ensure the proper care and cleanup of the snack bar, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and ACYB representatives to ensure that all areas and CITY-owned equipment have been properly cared for and cleaned up. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by ACYB shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.
- n. To conform to all safety and health regulations and maintain all CITY-installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- o. To be responsible for all costs as a result of lost or stolen keys.
- p. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- q. ACYB agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works Superintendent at 625-9466. ACYB will not attempt to remove Graffiti or make repairs to building. ACYB shall furnish and supply personnel to conduct and supervise ACYB activities on the premises.
- r. To provide the CITY representative with a list of the Board of Directors including names, addresses, and telephone numbers.
- s. To provide CITY with participant rosters, practice and game schedules.
- t. To provide CITY with financial statements upon request for audit purposes.

- u. To designate one individual as the ACYB's representative to work with the CITY's representative.
- v. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency of which ACYB had knowledge.
- w. It is agreed that ACYB may use said baseball fields from January 22, 2014, through August 31, 2014, Mondays through Fridays generally commencing at 4:00 p.m. and Saturdays generally commencing at 8:00 a.m. No activities will be conducted past daylight hours.
- x. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at ACYB's sole cost and expense, ACYB shall keep, or cause to be kept, in full force and effect for the mutual benefit of CITY and ACYB comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. ACYB shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.
- y. INDEMNIFICATION: ACYB shall defend, indemnify, and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by ACYB of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the ACYB in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.
- z. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with ACYB, unless such person is otherwise regularly employed by and conducting official business of CITY.
- aa. To conduct all operations in compliance with the Americans with Disabilities Act.
- bb. ACYB shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for ACYB meetings.

SECTION 2: CITY hereby agrees as follows:

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

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

APPROVED AND ADOPTED this _____ day of _____, 2014.

LEAGUE:

ALL CITIES YOUTH BASEBALL

CITY:

CITY OF MONTCLAIR

President

Paul M. Eaton
Mayor

Secretary

ATTEST:

Yvonne L. Smith
Deputy City Clerk

CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES

JANUARY 2014

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

**AGREEMENT NO. 14-10
WITH ALL CITIES YOUTH BASEBALL
FOR USE OF KINGSLEY PARK**

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

WITNESSETH:

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

WHEREAS, said Park has been developed to provide areas for youth sports on which premises ACYB desires to use for Youth Baseball activities at such times and hours set forth in Section 1(w). The term of this Agreement is for January 22, 2014, through August 31, 2014.

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

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

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

- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times. To clean all sinks, countertops and utensils after each day's use and leave the snackbar in a condition acceptable to CITY. The snackbar area should not be used for storage of any materials not pertaining to food items.
- l. To deposit with the CITY representative the sum of Two Hundred Dollars (\$200) as a refundable cleaning deposit to ensure the proper care and cleanup of the restrooms. At the end of the playing season, an inspection shall be conducted by CITY and ACYB representatives to ensure that all areas have been properly cared for and cleaned up.
- m. To conform to all safety and health regulations and maintain all CITY installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- n. To be responsible for the payment of an alarm fee at the rate of Forty Dollars (\$40) per month and to remit prompt payment to CITY upon receipt of monthly invoice.
- o. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- p. ACYB agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works Superintendent at 625-9466. ACYB will not attempt to remove Graffiti or make repairs to building. ACYB shall furnish and supply personnel to conduct and supervise ACYB activities on the premises.
- q. If ACYB elects to use lights for activities conducted after dark, ACYB agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Twenty Dollars (\$20) per hour, per field; and ACYB will remit prompt payment to CITY upon receipt of monthly invoice.
- r. To provide the CITY representative with a list of the Board of Directors including names, addresses, and telephone numbers.
- s. To provide CITY with participant rosters, practice and game schedules.
- t. To provide CITY with financial statements upon request for audit purposes.

- u. To designate one individual as the ACYB's representative to work with the CITY's representative.
- v. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency of which ACYB had knowledge.
- w. It is agreed that ACYB may use said baseball fields from January 22, 2014, through August 31, 2014, Mondays and Fridays, generally commencing at 4:00 p.m. No activities will be conducted past 9:45 p.m.
- x. **PUBLIC LIABILITY AND PROPERTY DAMAGE:** Throughout the term of this Agreement, at ACYB's sole cost and expense, ACYB shall keep, or cause to be kept, in full force and effect for the mutual benefit of CITY and ACYB comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable; to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice in writing by the insurer to CITY by certified mail. ACYB shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.
- y. **INDEMNIFICATION:** ACYB shall defend, indemnify, and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by ACYB of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the ACYB in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.
- z. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the ACYB, unless such person is otherwise regularly employed by and conducting official business of CITY.
- aa. To conduct all operations in compliance with the Americans with Disabilities Act.
- bb. ACYB shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for ACYB meetings.

SECTION 2: CITY hereby agrees as follows:

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

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

APPROVED AND ADOPTED this _____ day of _____, 2014.

LEAGUE:

ALL CITIES YOUTH BASEBALL

CITY:

CITY OF MONTCLAIR

President

Paul M. Eaton
Mayor

Secretary

ATTEST:

Yvonne L. Smith
Deputy City Clerk

CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES

JANUARY 2014

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

**AGREEMENT NO. 14-11
WITH ALL CITIES YOUTH BASEBALL
FOR USE OF SARATOGA PARK**

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

WITNESSETH:

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

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises ACYB desires to use for Youth Baseball activities at such times and hours set forth in Section 1(z). The term of this Agreement is for January 22, 2014, through August 31, 2014.

SECTION 1: ACYB hereby agrees as follows:

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

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

- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times. To clean all sinks, countertops and utensils after each day's use and leave the snackbar in a condition acceptable to CITY. The snackbar area should not be used for storage of any materials not pertaining to food items.
- l. To maintain Meeting Room located on the second floor by emptying trash and vaccuming carpet from facility after each day's use in a condition acceptable to CITY. This room is not to be used for storage (e.g. field equipment and baseball equipment).
- m. To ensure when a barbecue is used, it is set up a minimum of ten feet away from any structure and ACYB must provide one fire extinguisher for each barbecue being used. ACYB must also ensure that barbecue has completely cooled down before returning to storage in any CITY structure.
- n. To deposit, with the CITY representative, the sum of Three Hundred Dollars (\$300) as a refundable cleaning deposit to ensure the proper care and cleanup of the snack bar, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and ACYB representatives to ensure that all areas and CITY-owned equipment have been properly cared for and cleaned up. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by ACYB shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.
- o. To conform to all safety and health regulations and maintain all CITY installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- p. To be responsible for the payment of an alarm fee at the rate of Forty Dollars (\$40) per month, to remit prompt payment to CITY upon receipt of monthly invoice.
- q. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- r. ACYB agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or

malicious mischief to the property including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works Superintendent at 625-9466. ACYB will not attempt to remove Graffiti or make repairs to building. ACYB shall furnish and supply personnel to conduct and supervise ACYB activities on the premises.

- s. If ACYB elects to use lights for activities conducted after dark, ACYB agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Twenty Dollars (\$20) per hour, per field; and ACYB will remit prompt payment to CITY upon receipt of monthly invoice.
- t. To deposit, with the CITY representative, the sum of Five Hundred Dollars (\$500) as a security deposit, to ensure the proper and prompt payment of alarm fees, electrical services for elected use of lights, or any incurred damages to facilities associated with ACYB. In the event all invoices or potential damages are paid by the end of this Agreement term, the deposit will be refunded.
- u. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- v. To provide CITY with participant rosters, practice and game schedules.
- w. To provide CITY with financial statements upon request for audit purposes.
- x. To designate one individual as an ACYB representative to work with the CITY's representative.
- y. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which ACYB had knowledge.
- z. It is agreed that ACYB may use said baseball fields from January 22, 2014, through August 31, 2014, on Fridays, generally commencing at 4:00 p.m. No activities will be conducted past 9:45 p.m.
- aa. **PUBLIC LIABILITY AND PROPERTY DAMAGE:** Throughout the term of this Agreement, at ACYB sole cost and expense, ACYB shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and ACYB, comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence, and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers,

employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. ACYB shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.

- bb. INDEMNIFICATION: ACYB shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by ACYB of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of AYCB in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.
- cc. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with ACYB, unless such person is otherwise regularly employed by and conducting official business of CITY.
- dd. To conduct all operations in compliance with the Americans with Disabilities Act.
- ee. ACYB shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for ACYB meetings.

SECTION 2: CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. ACYB shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by ACYB. A Contact List containing the emergency telephone numbers is attached.
- e. To provide to ACYB, inventory list of equipment in snack bar and meeting areas; to provide inspection of those areas and equipment at the end of the agreement period.
- f. To invoice ACYB monthly for the costs of separately metered field lighting.
- g. To refund, at the end of the agreement period and upon approval of the Director of Human Services, ACYB cleaning deposit.

- h. To designate a CITY representative to work with ACYB on all nonmaintenance issues relating to the use of CITY facilities.

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

APPROVED AND ADOPTED this _____ day of _____, 2014.

LEAGUE:

ALL CITIES YOUTH BASEBALL

CITY:

CITY OF MONTCLAIR

President

Paul M. Eaton
Mayor

Secretary

ATTEST:

Yvonne L. Smith
Deputy City Clerk

CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES

JANUARY 2014

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

AGENDA REPORT

| | |
|--|---|
| SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 14-12, AMENDMENT ONE TO AGREEMENT NO. 04-05, A MUTUAL AID AGREEMENT BETWEEN THE INLAND EMPIRE UTILITIES AGENCY AND REGIONAL CONTRACTING AGENCIES FOR REGIONAL SEWER SERVICE SUPPORT | DATE: January 21, 2014 SECTION: AGREEMENTS ITEM NO.: 2 FILE I.D.: SEW050 DEPT.: PUBLIC WORKS |
|--|---|

REASON FOR CONSIDERATION: A Mutual Aid Agreement between the Inland Empire Utilities Agency (IEUA) and Regional Contracting Agencies consisting of the cities of Montclair, Chino, Chino Hills, Fontana, Ontario, and Upland and the Cucamonga Valley Water District was executed in 2004 to provide sewer service support for the multiple agencies. Jurupa Community Services District (JCSD) has expressed an interest in participating in the Mutual Aid Agreement for sewer service support in the event of an emergency. JCSD is located in Jurupa Valley adjacent to the eastern border of the IEUA service area. IEUA is requesting Regional Contracting Agencies' approval for JCSD to participate in the existing Mutual Aid Agreement.

A copy of proposed Agreement No. 14-12, Amendment One to Mutual Aid Agreement No. 04-05 to allow JCSD's participation as a Regional Contracting Agency is attached for the City Council's review and consideration.

BACKGROUND: On January 20, 2004, the City Council approved Mutual Aid Agreement No. 04-05 with IEUA for sewer service support. Each Regional Contracting Agency participating in the Agreement has certain equipment and personnel under its management and control for water, sewage, and sewage treatment operations. In the event of any sewer-related disruption or damage to any party, the other parties to the Agreement would cooperate to provide mutual aid assistance as requested. The Mutual Aid Agreement exists for the participating agencies and districts to be able to cooperate in providing equipment and services at the request of another agency in distress.

The obligation of an agency to provide assistance is contingent upon its resources in both manpower and equipment availability and the discretion of the assisting agency. No potential responding agency is placed in a position where its own resources, equipment, or manpower are depleted by providing mutual aid to another agency.

JCSD is interested in joining the list of participants of the Mutual Aid Agreement. JCSD has provided documentation to the existing participants listing an inventory of available vehicles, equipment, and personnel that could offer assistance in the occurrence of a regional incident upon its being approved to join the existing parties in the Mutual Aid Agreement. In order for JCSD to join the Mutual Aid Agreement, all parties to the Agreement must consent to Amendment One.

| | |
|-----------------------------------|--|
| Prepared by: <u>Nicole Greene</u> | Reviewed and Approved by: <u>[Signature]</u> |
| Proofed by: <u>[Signature]</u> | Presented by: <u>[Signature]</u> |

FISCAL IMPACT: The City Council's approval of proposed Agreement No. 14-12 to allow JCSD to become a party to the Mutual Aid Agreement would have a neutral fiscal impact to the City. If JCSD or any other party to the Mutual Aid Agreement requests assistance from the City of Montclair, Montclair is entitled to recover its costs from that agency. Similarly, if Montclair requests assistance from JCSD or any other agency, the other agency is entitled to recover its costs from Montclair. The benefit to Montclair, being a smaller agency with limited personnel and equipment, is the ability to draw on the resources of larger agencies. Should the City experience a sewer service incident or disruption that is larger than our equipment and personnel are able to handle, we may request the assistance of JCSD as well as the other agencies that are parties to the Mutual Aid Agreement.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 14-12, Amendment One to Agreement No. 04-05, a Mutual Aid Agreement between the Inland Empire Utilities Agency and Regional Contracting Agencies for regional sewer service support.

**AMENDMENT ONE TO
MUTUAL AID AGREEMENT**

THIS AGREEMENT AMENDMENT ONE is by and between Inland Empire Utilities Agency, the Regional Contracting Agencies consisting of Cities of Chino, Chino Hills, Fontana, Montclair, Ontario, Upland, Cucamonga Valley Water District, and Jurupa Community Services District, henceforth referred to as "party" or "parties."

RECITALS

Whereas, Inland Empire Utilities Agency, the Regional Contracting Agencies, and Jurupa Community Services District (JCSD) are public agencies and each has certain equipment and personnel under its management and control; and

Whereas, the equipment and personnel may be available to assist each agency and JCSD in the event of a disruption which would affect the water service, sewer service or sewage treatment service provided by each agency and JCSD to its customers; and

Whereas, no party should be placed in a position of depleting unreasonably its own resources, facilities, or services in providing such mutual aid; and

Whereas, Inland Empire Utilities Agency, the Regional Contracting Agencies, and JCSD desire to cooperate in providing and sharing available equipment upon request of the other party under the terms of this Agreement.

NOW, THEREFORE, the undersigned parties hereto agree as follows:

1.
 - a. In the event of any disruption or damage to the ability of either the Inland Empire Utilities Agency, the Regional Contracting Agencies, or JCSD to continue to serve the public or its customers with water service, sewage service or sewage treatment service, the other parties will cooperate to a maximum extent possible, as determined in its discretion, to provide mutual aid assistance as requested.
 - b. Each party's obligation hereunder shall be expressly contingent upon its manpower and equipment availability, as determined by the responding party in its sole and absolute discretion. Each party's response within the jurisdictional limits of the other party may not interfere with the responding party's responsibility or ability to respond to emergencies or other calls within its own jurisdictional area.
Each party shall endeavor to notify the other party in advance when it knows that its equipment or manpower will not be available to respond within the jurisdictional limits of the other party.
2. In the context of this Agreement, "natural or man-made disaster" shall mean a situation or set of circumstances in which property damage or personal injury has occurred or is likely to occur, the occurrence of which will disrupt the services provided by the Inland Empire Utilities Agency, the Regional Contracting Agencies, and JCSD.

3.

a. Each party to this Agreement shall provide the name(s), address(es), telephone number(s), and title(s) of the responsible employee(s) authorized to request or respond to requests for mutual aid assistance on or before thirty (30) days have elapsed from the date of approval of this Agreement by the last party to approve this Agreement. Only employees of each respective party are eligible. No contract workers shall be assigned.

b. The requesting party agrees to pay as allowed by applicable law, all direct, indirect, administrative and contracted costs of assisting the requesting party incurred by the responding party as a result of providing assistance pursuant to this Agreement, based upon responding party's internal rates or charges for material, equipment, and personnel. Payment shall be made within sixty (60) days after receipt of a detailed invoice. The detailed invoice shall include personnel assigned, classification, dates and hours worked, hourly billing rate and equipment used.

The requesting party shall not assume any liability for the direct payment of any salary or wages to any officer or employee of the responding party.

c. The party requesting assistance shall specify the type and duration of assistance required.

d. The party responding to the request shall designate the person responsible for the direction and supervision of the personnel and equipment provided to the requesting party, and the requesting party shall direct the disposition and utilization of personnel, equipment and materials furnished in response to such request only through the person so designated.

e. The personnel, equipment, and materials furnished in response to the request for mutual aid shall be released by the requesting party when no longer needed or when the responding party requires return or as required by law.

4. Should the responsible managing employees change from those listed in Section 3 above, the respective agency shall update the personnel list and provide a copy to each party hereto.

5. It is agreed by the parties hereto that protection, maintenance, and repair of their own systems and facilities will receive priority in responding to any request for mutual aid assistance.

a. Each party to this Agreement shall maintain in full force and effect workers compensation insurance without cost to the other party which covers the personnel involved in a response to provide mutual assistance, and therefore each party to this Agreement waives all claims against the other for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement to the extent that such liability is caused by the other party or its employees, directors commissioners, officials, officers, agents, and volunteers. Failure to provide adequate workers compensation insurance by a party shall obligate that party for any and all liabilities that may arise. Each party shall defend, indemnify and hold harmless, pursuant to Section 5 (b) below, the other party with respect to workers' compensation claims filed by their own employees.

- b. The requesting party shall hold harmless, indemnify, and defend the responding party, its elected officials, officers, agents employees, contractors, volunteers and agencies, against all liability, claims, losses, demands or actions for injury to, or death of, a person or persons, or damages to property arising out of, or alleged to arise out of or in consequence of, this Agreement, except to the extent that such liability is caused by the negligence or willful misconduct of the responding party, its elected officials, officers, agents, employees, contractors or volunteers.
 - c. The requesting party will pay for any damage to the equipment and material provided by the responding party that occurs during the requested assistance period, unless such damage is caused by the sole negligence of the responding party.
6. No provision of this Agreement and no action taken or personnel, equipment or material furnished pursuant to any such provision shall be construed to make the officer, employee, or agent of either party to this Agreement, the officer, employee or agent of the other party to this Agreement. Furthermore, the parties shall pay all wages, salaries, and other amounts due to their own personnel in connection with any and all services under the Agreement, as well as that which may be required by law. Each party shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, benefits and workers' compensation insurance. Employees or agents of one party shall not be deemed employees of the other for any purpose.
7. This Agreement shall be effective as of the date all parties have executed the Agreement and shall continue to be in force with respect to all parties signing hereunder, unless terminated by consent of all the parties. Notwithstanding the foregoing, any party may terminate its participation in this agreement upon sixty (60) days written notice of termination to the remaining parties. Termination by any party or parties shall not affect the rights and obligations of any of the remaining parties under this agreement.
8. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

INLAND EMPIRE UTILITIES AGENCY

Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708
Attn: P. Joseph Grindstaff, General Manager

CITY OF CHINO

City of Chino
P.O. Box 667
Chino, CA 91708-0667
Attn: Jose Alire, Assistant City Manager/Public Works

CITY OF CHINO HILLS

City of Chino Hills
2001 Grand Avenue
Chino Hills, CA 91709
Attn: Nadeem Majaj, Public Works Director

CITY OF FONTANA

City of Fontana
16489 Orange Way
Fontana, CA 92335
Attn: Chuck Hays Director of Public Works

CITY OF MONTCLAIR

City of Montclair
5111 Benito Street
Montclair, CA 91763
Attn: Mike Hudson, Public Works Director

CITY OF ONTARIO

City of Ontario
1425 South Bon View Avenue
Ontario, California 91761
Attn: Scott Burton, Utilities General Manager

CITY OF UPLAND

City of Upland
460 North Euclid Avenue
Upland, CA 91786
Attn: Rosemary Hoerning, Public Works Director

CUCAMONGA VALLEY WATER DISTRICT

Cucamonga Valley Water District
10440 Ashford Street
Rancho Cucamonga, CA 91730
Attn: Martin E. Zvirbulis, Board Secretary / General Manager / CEO

JURUPA COMMUNITY SERVICES DISTRICT

Jurupa Community Services District
1201 Harrel Street
Jurupa Valley, CA 91752
Attn: Robert O. Tock, Director of Engineering & Operations

Any notice required to be given hereunder to either party shall be given by personal delivery or by depositing such notice in the US Mail to the address listed with first class postage pre-paid. Such notice shall be deemed made when personally delivered or when mailed. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

9. Inland Empire Utilities Agency and the Regional Contracting Agencies agree that the provisions of this Agreement are not intended to create or clarify any rights in third parties not a party to this Agreement. In addition, no third party shall have the right of action hereunder. This Agreement shall not be enforceable by any parties other than Inland Empire Utilities Agency, the Regional Contracting Agencies, and JCSD.
10. All privileges and immunities of Inland Empire Utilities Agency, the Regional Contracting Agencies, and JCSD provided by state or federal law shall remain in full force and effect.
11. If a party or parties commences an action against the other party or parties, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party or parties in such litigation shall be entitled to have and recover from the losing party or parties reasonable attorney's fees and all other costs of such action.
12. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by all parties.
13. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.
14. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by either party without the prior written consent of the other.
15. This Agreement may be executed in counterparts, each of which shall constitute an original.
16. In the event that any provision or portion of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision or portion shall be severable from this Agreement. Such invalidity, legality or unenforceability shall not be construed to have any effect on the validity, legality or enforceability of the remaining provisions or portions of this Agreement.

[Balance Of This Page Intentionally Left Blank]

WHEREFORE, the parties hereto have caused this Agreement to be executed in counterpart as the dates indicated.

INLAND EMPIRE UTILITIES AGENCY

I HEREBY CERTIFY that the foregoing agreement amendment was duly executed pursuant to authorization by the Inland Empire Utilities Agency Board of Directors, at a regular meeting

thereof held on the _____ day of _____, _____.

Terry Catlin
President, Board of Directors

Date

ATTEST:

P. Joseph Grindstaff
General Manager

Date

CITY OF CHINO

I HEREBY CERTIFY that the foregoing agreement was duly executed pursuant to authorization by the City Council of the City of Chino, at a regular meeting thereof held on the

_____ day of _____, _____.

Matthew Ballantyne
City Manager

Date

APPROVED AS TO CONTENT:

Jose Alire
Assistant City Manager/Public Works

Date

APPROVED AS TO FORM:

Jimmy L. Gutierrez
City Attorney

Date

ATTEST:

Angela Robles
City Clerk

Date

CITY OF CHINO HILLS

I HEREBY CERTIFY that the foregoing agreement was duly executed pursuant to authorization by City Council of the City of Chino Hills, at a regular meeting thereof held on the

_____ day of _____, _____.

Michael S. Fleager
City Manager

Date

ATTEST:

Mary McDuffee
City Clerk

Date

CITY OF FONTANA

I HEREBY CERTIFY that the foregoing agreement was duly executed pursuant to authorization by the City Council of the City of Fontana, at a regular meeting thereof held on

the _____ day of _____,

Kenneth R. Hunt
City Manager

Date

ATTEST:

Tonia Lewis
City Clerk

Date

CITY OF MONTCLAIR

I HEREBY CERTIFY that the foregoing agreement was duly executed pursuant to authorization by City Council of the City of Montclair, at a regular meeting thereof held on the

_____ day of _____,

Edward C. Starr
City Manager

Date

ATTEST:

Yvonne Smith
Deputy City Clerk

Date

CITY OF ONTARIO

I HEREBY CERTIFY that the foregoing agreement was duly executed pursuant to authorization by the City Council of the City of Ontario, at a regular meeting thereof held on the

_____ day of _____, _____.

Chris Hughes
City Manager

Date

ATTEST:

Mary E. Wirtes
City Clerk

Date

CITY OF UPLAND

I HEREBY CERTIFY that the foregoing agreement was duly executed pursuant to authorization by the City Council of the City of Upland, at a regular meeting thereof held on the

_____ day of _____, _____.

Ray Musser
Mayor

Date

ATTEST:

Stephanie A. Mendenhall
City Clerk

Date

CUCAMONGA VALLEY WATER DISTRICT

I HEREBY CERTIFY that the foregoing agreement was duly executed pursuant to authorization by the Board of Directors of the Cucamonga Valley Water District, at a regular meeting thereof

held on the _____ day of _____, _____

Oscar Gonzalez
President, Board of Directors

Date

ATTEST:

Martin E. Zvirbulis
Board Secretary / General Manager / CEO

Date

JURUPA COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY that the foregoing agreement was duly executed pursuant to authorization by the Board of Directors of the Jurupa Community Services District, at a regular meeting thereof held on the

_____ day of _____, _____.

Robert O. Tock
Director of Engineering & Operations

Date

APPROVED AS TO FORM:

Mike Riddell
District Legal Counsel, Best Best & Krieger

Date

ATTEST:

Julie S. Saba
Board Secretary

Date

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 14-13, A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTCLAIR AND THE MONTCLAIR FIRE FIGHTERS ASSOCIATION

DATE: January 21, 2014

SECTION: AGREEMENTS

ITEM NO.: 3

FILE I.D.: MFF500

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of the Memorandum of Understand (MOU) between the City of Montclair and the Montclair Fire Fighters Association (MFFA). A copy of the proposed MOU is included in the agenda packets for the City Council's review and consideration.

BACKGROUND: The City of Montclair and MFFA have reached agreement on the provisions related to the terms and conditions of employment. The proposed MOU shall be effective upon date of ratification by the City Council for the period July 1, 2012, through June 30, 2014. After June 30, 2014; the existing terms, conditions, and provisions of the proposed MOU shall remain in effect; and the City and employees agree to abide by those terms, conditions, and provisions unless otherwise altered by the meet-and-confer process or unless otherwise indicated in the proposed MOU.

Following is a summary of the changes in proposed MOU related to the terms and conditions of employment:

- Article 7 (Section 7.01): Changes made in the fiscal years covered by the MOU.
- Article 8 (Section 8.01): The change relates to the City's contribution to the benefit fund which increased from \$825 to \$850 per month effective September 1, 2013.
- Article 11: The change relates to the implementation of the Public Employees' Pension Reform Act (PEPRA) effective January 1, 2013. The change incorporates the following:

Employees Hired on or After January 1, 2013

Effective January 1, 2013, new members to CalPERS or an agency with CalPERS' reciprocity will be subject to the provisions of the Public Employee's Pension Reform Act of 2013 (PEPRA) and will receive the 2.7% @ 57 benefit formula. This plan provides 2.7 percent of pay at age 57 for each year of service credited with the City. Employees pay 50 percent of the normal cost rate on a pretax basis to be calculated by CalPERS. In addition, new members must be at least 50 years of age with 5 or more years of CalPERS-credited service in order to retire with a normal

Prepared by: Gary E. Clark

Reviewed and Approved by:

M. STAATS

Proofed by: Theresa Smith

Presented by:

David B. Jones

service retirement through the CalPERS system; and their retirement allowance will be based on the average of their last 3 years of compensation prior to retirement.

Employees who are current members of CalPERS or an agency with CalPERS' reciprocity, or who have less than a 6-month break in service between employment in a CalPERS (or reciprocal) agency, or who have previously been employed by the City of Montclair will be enrolled in the 3% @ 55 formula. Employees under this formula pay 9 percent of the member's required contribution on a pretax basis for the first five (5) years of employment pursuant to 2-CCR 569. Thereafter, the City will pay up to 3 percent of the member's required contribution (EPMC) and employees will pay up to 6 percent of the member's required contribution on a pretax basis.

- Article 45: The change relates to the term of the MOU.

FISCAL IMPACT: There would be no fiscal impact associated with the City Council's ratification of the proposed MOU between the City of Montclair and MFFA other than what has been included in the 2012-14 Fiscal Year budgets.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 14-13, a Memorandum of Understanding between the City of Montclair and the Montclair Fire Fighters Association.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION
NO. 14-3019 SUPPORTING THE MONTE VISTA
WATER DISTRICT STATE STREET METERING
STATION HYDROELECTRIC PROJECT

DATE: January 21, 2014

SECTION: RESOLUTIONS

ITEM NO.: 1

FILE I.D.: UTL045

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The Monte Vista Water District has asked cities throughout its service area to support its request for grant funds from the Bureau of Reclamation through its WaterSMART: Water and Energy Efficiency Grant Funds to offset the costs of construction of a hydroelectric generation station at the State Street Metering Station.

The City Council is requested to consider adoption of Resolution No. 14-3019 supporting the Monte Vista Water District State Street Metering Station Hydroelectric Project. A copy of proposed Resolution No. 14-3019 is attached for the City Council's review and consideration.

BACKGROUND: In 1989, the Monte Vista Water District successfully brought online a hydroelectric generation station at Plant 4, 5501 Arrow Highway, a receiving point of high-pressure imported water into the District's water transmission system. In a process of energy generation, the hydroturbine units at Plant 4 convert water pressure into electrical energy while shearing water pressure down to a more desirable and manageable level.

A second hydroelectric generation station is being proposed at the State Street Metering Station located at 4521 State Street near the intersection of Ramona Avenue and State Street. The site currently functions as a control station and interconnect between the State Street and Ramona Avenue transmission pipelines. The primary use of the station is the monitoring and metering of the water supply to the City of Chino Hills.

The construction of a hydroelectric generation station is being proposed at this site because it lies at the junction of two major water transmission pipelines; the West Side and East Side water flows. The State Street Metering Station receives West Side and East Side water flows where they are reduced in pressure, converge, and flow south. West Side flows enter the State Street Metering Station at a near constant 120 psi, whereas the East Side flows enter between 80 and 120 psi.

The two primary components required for successful hydroelectric generation are large water flows and large amounts of excess pressure. In comparison to the existing Plant 4 hydroelectric generation station, a potential State Street hydroelectric generation station would enjoy larger water flows but would have less excess pressure. Nevertheless, the

Prepared by: *M. F. [Signature]*

Proofed by: *Yvonne L. Smith*

Reviewed and
Approved by: *[Signature]*

Presented by: *[Signature]*

amount of pressure estimated to be produced at the site would meet the requirements for successful hydroelectric energy production.

Based on data provided by the District, power generation is projected to be 677,000 kWh per year—enough energy to power 62 homes. Not only would construction of the proposed State Street Metering Station Hydroelectric Project generate renewable energy from existing water flows, but it would also help reduce greenhouse gas emissions in accordance with Assembly Bill 32: Global Warming Solutions Act.

FISCAL IMPACT: There would be no fiscal impact associated with the City Council's adoption of proposed Resolution No. 14-3019.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 14-3019 supporting the Monte Vista Water District's State Street Metering Station Hydroelectric Project.

RESOLUTION NO. 14-3019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR SUPPORTING THE MONTE VISTA WATER DISTRICT STATE STREET METERING STATION HYDROELECTRIC PROJECT

WHEREAS, construction of the State Street Metering Station Hydroelectric Project would help reduce greenhouse gas emissions by generating renewable energy from existing water flows through a local water transmission pipeline; and

WHEREAS, the City of Montclair supports decreasing greenhouse gas emissions and creating local green jobs; and

WHEREAS, construction of the State Street Metering Station Hydroelectric Project would help reduce greenhouse gas emissions as required by Assembly Bill 32: Global Warming Solutions Act; and

WHEREAS, construction of the State Street Metering Station Hydroelectric Project would result in a more reliable and sustainable local power supply; and

WHEREAS, construction of the State Street Metering Station Hydroelectric Project would provide efficient and cost-effective water service for the region.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby support the Monte Vista Water District's project, entitled, "State Street Metering Station Hydroelectric Project."

APPROVED AND ADOPTED this XX day of XX, 2014.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 14-3019 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, 2014, and that it was adopted by the following vote, to-wit:

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

Yvonne L. Smith
Deputy City Clerk

**MINUTES OF THE MEETING OF THE MONTCLAIR
CODE ENFORCEMENT COMMITTEE HELD ON
MONDAY, DECEMBER 16, 2013, AT 6:00 P.M. IN
THE CITY HALL CONFERENCE ROOM, 5111 BENITO
STREET, MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

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

II. ROLL CALL

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

III. APPROVAL OF MINUTES

A. Minutes of Code Enforcement Committee Meeting of October 21, 2013

It was the consensus of the Code Enforcement Committee to approve the minutes of the Code Enforcement Committee meeting of October 21, 2013.

IV. PUBLIC COMMENT

None.

V. OLD BUSINESS

1. Shopping Cart Containment Ordinance

Community Development Director Lustro advised he was working on an ordinance to bring to January's meeting.

2. Pushcart Vending

Community Development Director Lustro had a draft courtesy notice letter ready for review that will be sent when the ordinance is ready. He

added that of the 17 businesses licensed to allow mobile vending, only four are actually located in Montclair.

VI. NEW BUSINESS

1. Brown lawns.

Discussion followed regarding the increase in brown lawns and encouraging homeowners to come in and discuss options with the Planning Division. An increase in water rates is a big problem. Deputy City Manager/Director, Office of Economic Development Staats commented that the high water bills being experienced by homeowners are also being experienced at the City-owned properties and it is due to Monte Vista Water "estimating" how much of the water use was used for irrigation and how much was used for domestic purposes and billing each at separate rates, when it is a single meter and there is no way of knowing how much is used for either use, plus summer versus winter rates.

2. 7-Eleven Store at Holt Boulevard/Central Avenue

Discussion followed regarding 7-Eleven's desire to pursue obtaining a Type 21 ABC (off-sale general) license to allow them to sell distilled spirits. Community Development Director Lustro commented that given the circumstances of the location, the nearest liquor stores are Cheers to the east and Quick Stop to the north. Staff believes the larger problem contributing to 7-Eleven's alleged lagging business is that the property owner has done little to attract other quality tenants to the center. 7-Eleven paid for all the sign and lighting improvements to the center when it moved in to the location. Staff cannot deny the application based on overconcentration of licenses; however, a condition can be included in the CUP requiring periodic review of compliance with conditions and whether the business is creating any problems.

3. North Montclair

Discussion followed possibly obtaining an easement from a private property owner for pedestrian access from Arrow Highway to the Transcenter.

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. Four new addresses were added to the list.

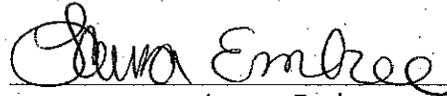
VIII. NEXT MEETING

The next Code Enforcement Committee meeting is scheduled for Tuesday, January 21, 2014, at 6:00 p.m. in the City Hall Conference Room.

IX. ADJOURNMENT

At 6:29 p.m., Council Member Paulitz adjourned the Code Enforcement Committee.

Submitted for Code Enforcement
Committee approval,

A handwritten signature in cursive script that reads "Laura Embree". The signature is written in black ink and is positioned above a horizontal line.

Laura Embree
Administrative Secretary

MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
JANUARY 6, 2014, AT 7:55 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Pro Tem Ruh called the meeting to order at 7:55 p.m.

II. ROLL CALL

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

III. APPROVAL OF MINUTES

**A. Minutes of the Regular Personnel Committee Meeting of
December 16, 2013.**

Moved by City Manager Starr, seconded by Council Member Raft,
and carried unanimously to approve the minutes of the Personnel
Committee meeting of December 16, 2013.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

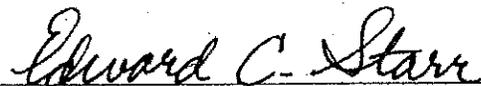
At 7:56 p.m., the Personnel Committee went into Closed Session
regarding personnel matters related to appointments, resignations/
terminations, and evaluations of employee performance.

At 8:06 p.m., the Personnel Committee returned from Closed Session.
Mayor Pro Tem Ruh stated that no announcements would be made at
this time.

VI. ADJOURNMENT

At 8:06 p.m., Mayor Pro Tem Ruh adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager

by lps