

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

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

August 18, 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 New Employee

VI. PUBLIC COMMENT

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

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

VII. PUBLIC HEARINGS

- A. First Reading – Consider Adoption of Ordinance No. 14-944 Adding Chapter 11.37 to the Montclair Municipal Code Related to Emergency Shelters and Single-Room Occupancy Lodging Facilities [CC] 5
- B. First Reading – Consider Adoption of Ordinance No. 14-945 Amending Chapters 11.02 and 11.18 of the Montclair Municipal Code Related to Manufactured Housing [CC] 12

VIII. CONSENT CALENDAR

- A. Approval of Minutes – None
- B. Administrative Reports
 - 1. Consider Receiving and Filing of Treasurer's Report [CC] 17
 - 2. Consider Approval of Warrant Register and Payroll Documentation [CC] 18
 - 3. Consider Receiving and Filing of Treasurer's Report [SA] 19
 - 4. Consider Approval of Warrant Register [SA] 20
 - 5. Consider Receiving and Filing of Treasurer's Report [MHC] 21
 - 6. Consider Approval of Warrant Register [MHC] 22
 - 7. Consider Receiving and Filing of Treasurer's Report [MHA] 23
 - 8. Consider Approval of Warrant Register [MHA] 24
 - 9. Consider Acceptance of a Regional Fiscal Year 2013 Assistance to Firefighters Grant From the Federal Emergency Management Agency to Receive a Total Award of \$1,798,298, of Which the City of Montclair Would Be Allocated \$147,855.24 for Purchase of Self-Contained Breathing Apparatus Equipment [CC] 25
 - 10. Consider Authorizing the Addition of Two Part-Time Code Enforcement Officer Positions in the Community Development Department and the Transfer of Unanticipated Personnel Adjustment Reserve Funds to the Community Development Department Personnel Budget [CC] 42
 - 11. Consider Authorizing the Addition of One Part-Time Office Specialist Position for the Finance Department [CC] 45
 - 12. Consider Approval of Encroachment Permit No. 14-6 Allowing an Encroachment Into an Existing Sanitary Sewer Easement at 4575 Brooks Street [CC]
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13.	Consider Authorizing the Purchase of Ballistic Rubber Media From Paragon Tactical, Inc., to Replace Existing Material in the Firearms Shooting Range [CC]	55
14.	Consider Authorizing H2 Environmental Consulting Services, Inc., to Perform Baseline Sampling of Lead Levels and Lead Waste Characterization in the Firearms Shooting Range [CC]	57
15.	Consider Receiving and Filing of Status Report on Emergency Contracting Procedures Related to Sewer Mainline Repairs [CC]	58
 C. Agreements		
1.	Consider Approval of Modified Agreement No. 14-73 With M. C. Alyea Construction, Inc., for Construction of the Sunrise Park Block Wall Replacement Project [CC]	
	Consider Authorization of an Additional \$30,000 Appropriation From the Park Development Fund for Construction of the Sunrise Park Block Wall Replacement Project [CC]	59
2.	Consider Approval of Agreement No. 14-77 With Resources Environmental, Inc., to Perform Lead Abatement and Installation of New Ballistic Rubber Media in the Firearms Shooting Range [CC]	66
 D. Resolutions		
1.	Consider Adoption of Resolution No. 14-3046 Opposing Proposition 47, the Safe Neighborhoods and Schools Act of 2014 [CC]	90
2.	Consider Adoption of Resolution No. 14-03, a Resolution of the Successor Agency to the City of Montclair Redevelopment Agency Approving and Adopting a Revised Long-Range Property Management Plan Pursuant to Section 34191.5 of the Health and Safety Code [SA]	95
3.	Consider Adoption of Resolution No. 14-04, a Resolution of the Successor Agency to the City of Montclair Redevelopment Agency (1) Approving Agreement No. 14-75, a Bond Proceeds Expenditure Agreement Between the City of Montclair and the Successor Agency to the City of Montclair Redevelopment Agency Providing for the Transfer of Excess Bond Proceeds to the City for Bond-Eligible Purposes; (2) Approving a Plan for Spending Bond Proceeds; (3) Accepting Excess Bond Proceeds Funds; (4) Appropriating and Allocating Such Funds; and (5) Making Certain Findings in Connection Therewith [SA]	
	Consider Adoption of Resolution No. 14-3045, a Resolution of the City Council of the City of Montclair (1) Approving Agreement No. 14-75, a Bond Proceeds Expenditure Agreement Between the City of Montclair and the Successor Agency to the City of Montclair Redevelopment Agency Providing for the Transfer of Excess Bond Proceeds to the City for Bond-Eligible Purposes; (2) Accepting Excess Bond Proceeds Funds; (3) Appropriating and Allocating Such Funds; and (4) Making Certain Findings in Connection Therewith [CC]	103

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE – None

XI. COMMUNICATIONS

A. City Attorney

B. City Manager/Executive Director

C. Mayor/Chairman

D. Council/SA/MHC/MHA Board

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

1. Minutes of the Code Enforcement Committee Meeting of July 28, 2014 142

2. Minutes of the Personnel Committee Meeting of August 4, 2014 144

XII. COUNCIL WORKSHOP

A. Monte Vista Water District Presentation

(Council may consider continuing this item to an adjourned meeting on Tuesday, September 2, 2014, at 5:45 p.m. in the City Council Chambers.)

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

The next regularly scheduled City Council, Successor Agency Board, Montclair Housing Corporation Board, and Montclair Housing Authority Commission meetings will be held on Tuesday, September 2, 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 August 14, 2014.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF ORDINANCE NO. 14-944 ADDING CHAPTER 11.37 TO THE MONTCLAIR MUNICIPAL CODE RELATED TO EMERGENCY SHELTERS AND SINGLE-ROOM OCCUPANCY LODGING FACILITIES <u>FIRST READING</u>	DATE: August 18, 2014 SECTION: PUBLIC HEARINGS ITEM NO.: A FILE I.D.: GPL250 DEPT.: COMMUNITY DEV.
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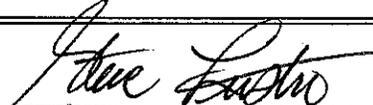
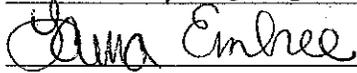
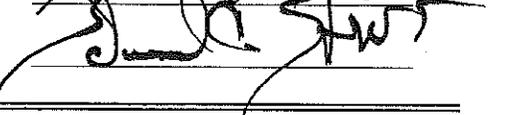
REASON FOR CONSIDERATION: Amendments to the Municipal Code require public hearing review and approval by the City Council.

BACKGROUND: On February 3, 2014, the City Council adopted Resolution No. 14-3018 approving a General Plan Amendment adopting the 2014-2021 Housing Element Update. The "Policy Program" chapter of the adopted Housing Element sets forth 25 Policy Actions that are required to be undertaken by the City to successfully implement the adopted Housing Element. The Policy Actions being addressed by this agenda item include the following:

Policy Action 2.2 requires staff to "Identify zoning districts available to encourage and facilitate a variety of housing types, including single-room occupancy units (SROs)...The City shall revise the Zoning Code to define SROs, identify the zones in which they are permitted and establish regulatory standards that encourage and facilitate single-room occupancy units," and

Policy Action 4.1 states, in part, that "...the City will analyze and revise the existing Zoning Ordinance to allow for emergency shelters..." and "...will comply with the requirements of the State in the following manner.

- Provide at least one zoning category...in which emergency shelters can be located and permitted 'by-right' without a CUP or other discretionary approvals. The subject zoning category(ies) shall include sites with sufficient capacity to meet the local need for emergency shelters.
- Ensure the provisions of the Housing Accountability Act are enforced and prohibit the denial of emergency shelter/transition/supportive housing facility via discretionary approvals if it is consistent with adopted regulatory standards.
- Evaluate development standard and regulatory provisions to ensure that standards encourage rather than discourage development."

Prepared by: <u></u>	Reviewed and Approved by:	<u></u>
Proofed by: <u></u>	Presented by:	<u></u>

Emergency shelters and single-room occupancy (SRO) hotels or lodging facilities are not currently addressed in the Municipal Code. In order to be in compliance with the City's adopted 2014-2021 Housing Element, staff is proposing to add Chapter 11.37 to Title 11 of the Montclair Municipal Code to address these uses. The new Chapter would define the two uses, specify where said uses would be permitted, and set forth development standards. Pursuant to Government Code Section 65583(a)(4)(A), which was amended by Senate Bill 2 in 2007, emergency shelters are proposed to be allowed by right in the "BP" (Business Park) land use district of the Holt Boulevard Specific Plan; and SROs would be allowed subject to approval of a Conditional Use Permit in the same land use district. Staff believes that said uses would be compatible with existing and anticipated land uses along Holt Boulevard and would be in convenient proximity to Omnitrans' Line 61 in the event facility residents have the need to access public transit.

Staff notes that this is one of several General Plan and/or Municipal Code amendments related to implementation of the Policy Actions contained in the adopted Housing Element that are intended to be submitted to the Planning Commission and City Council for consideration. At its meeting on August 11, 2014, the Planning Commission unanimously recommended City Council approval of the proposed ordinance.

Further, in order to be in full compliance with the state's certification of the City's Housing Element and pursuant to Government Code Section 65583(a)(4)(A), the City is required to take action on Policy Action 4.1 as described above within one year of the adoption of the Housing Element.

FISCAL IMPACT: The cost to publish a Notice of Public Hearing in the *Inland Valley Daily Bulletin* related to Ordinance No. 14-944 should not exceed \$400.

RECOMMENDATION: Staff recommends the City Council adopt the first reading of Ordinance No. 14-944 adding Chapter 11.37 to the Montclair Municipal Code related to emergency shelters and single-room occupancy lodging facilities.

ORDINANCE NO. 14-944

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ADDING CHAPTER 11.37 TO THE MONTCLAIR MUNICIPAL CODE RELATED TO EMERGENCY SHELTERS AND SINGLE-ROOM OCCUPANCY LODGING FACILITIES (CASE NO. 2014-18)

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

WHEREAS, the California Government Code requires cities to review and update their Housing Element according to a schedule set forth by the State's Housing and Community Development Department (HCD); and

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

WHEREAS, in January 2014, HCD provided the City with a letter of substantial compliance indicating that upon adoption by the City Council, the Housing Element would fully comply with State law; and

WHEREAS, on February 3, 2014, the City Council adopted Resolution No. 14-3018 approving a General Plan Amendment adopting the 2014-2021 Housing Element Update; and

WHEREAS, the "Policy Program" chapter of the adopted Housing Element sets forth 25 Policy Actions that are required to be undertaken by the City to successfully implement the adopted Housing Element; and

WHEREAS, Policy Action 2.2 requires staff to "identify zoning districts available to encourage and facilitate a variety of housing types, including single-room occupancy units (SROs)...The City shall revise the Zoning Code to define SROs, identify the zones in which they are permitted, and establish regulatory standards that encourage and facilitate single-room occupancy units"; and

WHEREAS, Policy Action 4.1 states, in part, that "...the City will analyze and revise the existing Zoning Ordinance to allow for emergency shelters..." and "...will comply with the requirements of the State in the following manner:

- o Provide at least one zoning category...in which emergency shelters can be located and permitted 'by-right' without a CUP or other discretionary approvals. The subject zoning category(ies) shall include sites with sufficient capacity to meet the local need for emergency shelters.
- o Ensure the provisions of the Housing Accountability Act are enforced and prohibit the denial of emergency shelter/transitional/supportive housing facility via discretionary approvals if it is consistent with adopted regulatory standards.

- o Evaluate development standards and regulatory provisions to ensure that standards encourage rather than discourage development."

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

SECTION I. Amendment of Code.

Chapter 11.37 is hereby added to the Montclair Municipal Code as follows:

**Chapter 11.37
EMERGENCY SHELTERS AND SINGLE-ROOM OCCUPANCY
LODGING FACILITIES**

Sections:

- 11.37.010 Purpose and intent.**
- 11.37.020 Definitions.**
- 11.37.030 Emergency shelters.**
- 11.37.040 Single-room occupancy lodging facilities.**

11.37.010 Purpose and intent.

The purpose of this Chapter is to identify locations where emergency shelters and single-room occupancy lodging facilities ("SROs") may locate in the City and to provide development standards to facilitate their development. The City Council finds that these types of supportive housing units are different in so many respects from other types and forms of development as to require a specialized set of regulations.

11.37.020 Definitions.

As used in this Chapter:

Emergency shelter shall have the same meaning as that term defined in California Health and Safety Code Section 50801, which currently is defined to mean housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

Single-room occupancy (SRO) lodging facilities means any building containing five or more guestrooms or units intended for or designed to be used, rented, and occupied for sleeping purposes by residents, which is also the primary residence of those residents. The individual units shall lack either cooking facilities or individual sanitary facilities or both. For purposes of this definition, an SRO does not include residential care homes, senior housing projects, rooming and boarding houses, hotels and motels, bed and breakfast lodging, extended care facilities or hospitals.

11.37.030 Emergency shelters.

A. Permitted locations. Emergency shelters shall be permitted "by-right" in the "BP" (Business Park) land use district of the Holt Boulevard Specific Plan.

B. Development standards. The development standards for emergency shelters shall be governed by those outlined in Chapter IV ("Development Regulations") for the "BP" (Business Park) land use district of the Holt Boulevard Specific Plan, except that the following specific standards shall apply to emergency shelters:

1. The maximum number of persons that may be served by an emergency shelter on a nightly basis shall be 20. Community sanitary facilities shall be provided in a location, design, and capacity to the satisfaction of the Building Official.

2. Room sizes. Living spaces intended to be occupied by persons needing shelter shall be between 150 and 300 square feet in area, exclusive of closets or storage areas.

3. Access. Each living space or room within the emergency shelter shall be accessed exclusively from the interior of the building. No direct access to the exterior of the building shall be permitted from any private living space.

3. Resident intake/waiting areas. Emergency shelters shall provide a client intake area of at least 150 square feet in area and located entirely within the interior of the building.

4. Parking. Emergency shelters shall provide a minimum of one parking space per bed provided.

5. Lighting. The exterior illumination level around the building perimeter and in the parking lot shall be maintained at a minimum of one foot-candle at grade during all hours of darkness.

6. Open space/recreation area. If an emergency shelter desires to provide an area for rest, relaxation, or recreation on the exterior of the building, it shall be located outside of any front yard or street side yard setback and shall be fenced at a height of six feet (6'-0") and in a manner to provide a solid screen as viewed from any adjacent public right-of-way or adjacent property. The preferred access to such an area is directly from the interior of the building in order to provide a safe, secure area for residents of the emergency shelter.

C. Operational standards.

1. Emergency shelters shall provide on-site management on a 24-hour per day basis at all times when a shelter is open for business.

2. A minimum of one uniformed, licensed and bonded security guard shall be provided on-site from dusk until dawn each day when the shelter is open for business. Security guards shall comply with Section 7580 *et. seq.* of the California Business and Professions Code.

3. The maximum stay at an emergency shelter for an individual, couple or family shall be 180 consecutive days.

11.37.040 Single-room occupancy lodging facilities.

A. Permitted locations. Single-room occupancy ("SRO") lodging facilities shall be permitted in the "BP" (Business Park) land use district of the Holt Boulevard Specific Plan, subject to approval of a Conditional Use Permit by the Planning Commission.

B. Development standards. The development standards for SROs shall be governed by those outlined in Chapter IV ("Development Regulations") for the "BP" (Business Park) land use district of the Holt Boulevard Specific Plan, except that the following specific standards shall apply to SROs:

1. Number of units. An SRO lodging facility shall have a minimum of five (5) units and a maximum of 30 units.

2. A maximum of two (2) persons may occupy any single SRO unit.

3. Unit sizes. The living space of each SRO unit shall be between 150 and 300 square feet in area, exclusive of closets or storage areas.

4. Kitchens and bathrooms. Either a kitchen or bathroom may be provided in an SRO unit, but no individual unit shall contain both.

5. Community cooking and/or sanitary facilities shall be provided in a location, design, and capacity to the satisfaction of the Building Official.

6. Access. Each unit within the SRO shall be accessed exclusively from the interior of the building. No direct access to the exterior of the building shall be permitted from any SRO unit.

7. Resident intake/waiting areas. Emergency shelters shall provide a client intake area of at least 150 square feet in area and located entirely within the interior of the building.

8. Common areas. A minimum of 50 square feet per unit of indoor common areas shall be provided for the use of SRO residents, except that any SRO lodging facility shall provide a minimum of 400 square feet of indoor common area. The required square footage shall be exclusive of storage rooms, closets, laundry areas, common kitchens, dining areas, and sanitary facilities, and hallways. If outdoor common areas are provided, the square footage of such areas shall not be counted as a credit toward the required indoor common areas.

9. Laundry facilities. Community laundry facilities consisting of at least one washer and one dryer shall be required for every ten (10) SRO units or fraction thereof. If the SRO facility is multiple stories, washers and dryers shall be provided on each floor based on the number of SRO units on that floor at the ratio stated herein.

10. Parking. SRO facilities shall provide a minimum of one parking space per unit.

11. Lighting. The exterior illumination level around the building perimeter and in the parking lot shall be maintained at a minimum of one foot-candle at grade during all hours of darkness.

12. Open space/recreation area. If an SRO lodging facility desires to provide an area for rest, relaxation, or recreation on the exterior of the building, it shall be located outside of any front yard or street side yard setback and shall be fenced at a height of six feet (6'-0") and in a manner to provide a solid screen as viewed from any adjacent public right-of-way or adjacent property. The preferred access to such an area is directly from the interior of the building in order to provide a safe, secure area for residents of the SRO facility.

C. Operational standards.

1. SRO lodging facilities shall provide on-site management on a 24-hour per day basis at all times when the facility is open for business.

2. A minimum of one uniformed, licensed and bonded security guard shall be provided on-site from dusk until dawn each day when the shelter is open for business. Security guards shall comply with Section 7580 *et. seq.* of the California Business and Professions Code.

3. Affordability requirements. The owner/operator of an SRO lodging facility shall execute a deed restriction to the satisfaction of the City Attorney

ensuring the facility complies with Section 65580 *et. seq.* of the California Government Code regarding affordability.

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 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 L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 14-944 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 L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF ORDINANCE NO. 14-945 AMENDING CHAPTERS 11.02 AND 11.18 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO MANUFACTURED HOUSING	DATE: August 18, 2014
	SECTION: PUBLIC HEARINGS
	ITEM NO.: B
<u>FIRST READING</u>	FILE I.D.: GPL250
	DEPT.: COMMUNITY DEV.

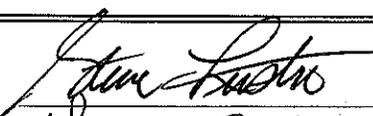
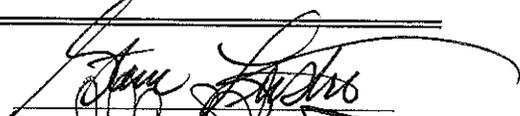
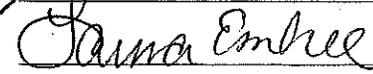
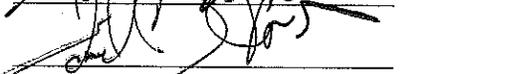
REASON FOR CONSIDERATION: Amendments to the Municipal Code require public hearing review and approval by the City Council.

BACKGROUND: On February 3, 2014, the City Council adopted Resolution No. 14-3018 approving a General Plan Amendment adopting the 2014-2021 Housing Element Update. The "Policy Program" chapter of the adopted Housing Element sets forth 25 Policy Actions that are required to be undertaken by the City to successfully implement the adopted Housing Element. The Policy Action being addressed by this agenda item includes the following:

Policy Action 3.12 requires the City to "...amend the Zoning Ordinance to permit manufactured homes as a single-family residential use, subject to the same development standards to which a conventional single-family residential dwelling on the same lot would be subject to including, but not limited to, building setback standards; side- and rear-yard requirements; standards for enclosures, access, and vehicle parking; aesthetic requirements, and minimum square footage requirements."

Manufactured housing is not currently specified as a permitted use in the City's R-1 (Single-Family Residential) zone. In order to be in compliance with state law and the City's adopted 2014-2021 Housing Element, staff is proposing to more accurately define manufactured homes and set forth the necessary criteria so that such homes would be compatible if placed in one of Montclair's neighborhoods. The appearance and aesthetics of manufactured homes has improved considerably in the last generation, so much so that it is sometimes difficult to discern whether a home has been conventionally built or is manufactured. Nevertheless, staff is proposing reasonable standards in Chapter 11.18 to ensure that manufactured homes are designed or enhanced in such ways so as to make them compatible with the character and scale of the neighborhood in which they are located.

Staff notes that this is one of several General Plan and/or Municipal Code amendments related to implementation of the Policy Actions contained in the adopted Housing Element

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

that are intended to be submitted to the Planning Commission and City Council for consideration. At its meeting on August 11, 2014, the Planning Commission unanimously recommended City Council approval of the proposed ordinance.

FISCAL IMPACT: The cost to publish a Notice of Public Hearing in the *Inland Valley Daily Bulletin* related to Ordinance No. 14-945 should not exceed \$400.

RECOMMENDATION: Staff recommends the City Council adopt the first reading of Ordinance No. 14-945 amending Chapters 11.02 and 11.18 of the Montclair Municipal Code related to manufactured housing.

ORDINANCE NO. 14-945

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING CHAPTERS 11.02 AND 11.18 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO MANUFACTURED HOUSING (CASE NO. 2014-19)

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

WHEREAS, the California Government Code requires cities to review and update their Housing Element according to a schedule set forth by the State's Housing and Community Development Department (HCD); and

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

WHEREAS, in January 2014, HCD provided the City with a letter of substantial compliance indicating that upon adoption by the City Council, the Housing Element would fully comply with State law; and

WHEREAS, on February 3, 2014, the City Council adopted Resolution No. 14-3018 approving a General Plan Amendment adopting the 2014-2021 Housing Element Update; and

WHEREAS, the "Policy Program" chapter of the adopted Housing Element sets forth 25 Policy Actions that are required to be undertaken by the City to successfully implement the adopted Housing Element; and

WHEREAS, Policy Action 3.12 requires the City to "...amend the Zoning Ordinance to permit manufactured homes as a single-family residential use, subject to the same development standards to which a conventional single-family residential dwelling on the same lot would be subject including, but not limited to, building setback standards; side and rear yard requirements; standards for enclosures, access, and vehicle parking; aesthetic requirements; and minimum square footage requirements."

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

SECTION I. Amendment of Code.

Section 11.02.010 of the Montclair Municipal Code is hereby amended as follows:

The definition of "Factory-built housing unit" is hereby deleted in its entirety.

The definition of "Manufactured housing unit" is hereby deleted in its entirety and replaced as follows:

Manufactured home means a dwelling unit constructed wholly or partially off-site that is certified under the National Manufactured Housing Construction and Safety Standards Act of 1974 and pursuant to Section 18551 of the California Health and Safety Code.

SECTION II. Amendment of Code.

Subsection 11.18.030.J of the Montclair Municipal Code is hereby deleted in its entirety and replaced as follows:

J. Manufactured homes, provided that they shall be designed and built to have an appearance, scale and character similar to and in conformance with the predominant architectural style of homes in the immediate neighborhood and consistent with the provisions of this Chapter applicable to conventionally-built single-family residences including, but not limited to:

1. Massing;
2. Foundations;
3. Roof pitch and roofing materials;
4. Fire sprinkler requirements;
5. Building materials; and
6. Window and architectural treatments.

SECTION III. Severability.

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

SECTION IV. Effective Date.

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

SECTION V. Posting.

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

APPROVED AND ADOPTED this XX day of XX, 2014.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 14-945 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 L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: August 18, 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 July 31, 2014, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending July 31, 2014.

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 July 31, 2014.

Prepared by:

Jane Kullbeck
S.A. JUST

Reviewed and
Approved by:

Donald A. Parker
S.A. JUST

Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	DATE: August 18, 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 August 18, 2014 and Payroll Documentation dated June 29, 2014, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated August 18, 2014, totals \$1,145,800.47. The Payroll Documentation dated June 29, 2014, totals \$601,556.64 gross, with \$359,569.09 net being the total cash disbursement.

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

Prepared by: <u><i>Yvonne L Smith</i></u>	Reviewed and Approved by: <u><i>[Signature]</i></u>
Proofed by: <u><i>[Signature]</i></u>	Presented by: <u><i>[Signature]</i></u>

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: August 18, 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 July 31, 2014, 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 July 31, 2014.

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 July 31, 2014.

Prepared by:

Michael P. Pothouris

Reviewed and
Approved by:

Donald L. Parker

Proofed by:

S.C. Stur

Presented by:

S.C. Stur

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER **DATE:** August 18, 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 July 31, 2014, pursuant to state law.

BACKGROUND: Vice Chairman Ruh has examined the Successor to the Redevelopment Agency Warrant Register dated 07.01.14–07.31.14 in the amounts of \$47,803.90 for the Combined Operating Fund; \$0.00 for the Redevelopment Obligation Retirement Funds; \$105.00 from the Tax Exempt Bond Proceeds and \$45.00 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 July 31, 2014.

Prepared by:

Michael Prohaska

Reviewed and
Approved by:

Ronald L. Parker

Proofed by:

SC Star

Presented by:

SC Star

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: August 18, 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 July 31, 2014, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending July 31, 2014.

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 July 31, 2014.

Prepared by:

Michael P. Prohaska
S. C. Stewart

Reviewed and
Approved by:

Donald A. Parker
S. C. Stewart

Proofed by:

Presented by:

AGENDA REPORT

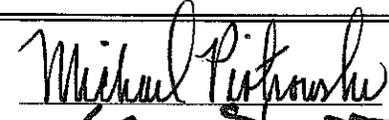
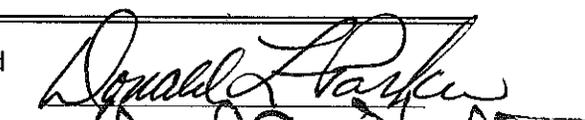
SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER **DATE:** August 18, 2014
SECTION: ADMIN. REPORTS
ITEM NO.: 6
FILE I.D.: FIN545
DEPT.: MHC

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending July 31, 2014, pursuant to state law.

BACKGROUND: Vice Chairman Ruh has examined the Warrant Register dated 07.01.14-07.31.14 in the amount of \$103,885.16 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 July 31, 2014.

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

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: August 18, 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 July 31, 2014, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending July 31, 2014.

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 July 31, 2014.

Prepared by:

Michael Piptunoshu
S.C. Stewart

Reviewed and
Approved by:

Ronald Parker
S.C. Stewart

Proofed by:

Presented by:

AGENDA REPORT

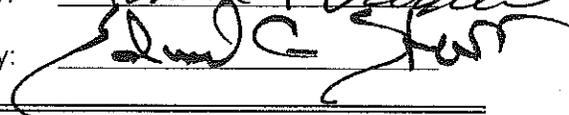
SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER **DATE:** August 18, 2014
SECTION: ADMIN. REPORTS
ITEM NO.: 8
FILE I.D.: FIN545
DEPT.: MHA

REASON FOR CONSIDERATION: The Montclair Housing Authority Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending July 31, 2014, pursuant to state law.

BACKGROUND: Vice Chairman Ruh has examined the Warrant Register dated 07.01.14-07.31.14 in the amount of \$0.00 for the Montclair Housing Authority and finds it to be in order.

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

RECOMMENDATION: Vice Chairman Ruh recommends the Montclair Housing Authority Board of Directors approve the Warrant Register for the period ending July 31, 2014.

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

AGENDA REPORT

SUBJECT: CONSIDER ACCEPTANCE OF A REGIONAL FISCAL YEAR 2013 ASSISTANCE TO FIREFIGHTERS GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY TO RECEIVE A TOTAL AWARD AMOUNT OF \$1,798,298, OF WHICH THE CITY OF MONTCLAIR WILL BE ALLOCATED \$147,855.24 FOR PURCHASE OF SELF-CONTAINED BREATHING APPARATUS EQUIPMENT

DATE: August 18, 2014
SECTION: ADMIN. REPORTS
ITEM NO.: 9
FILE I.D.: GRT115
DEPT.: FIRE

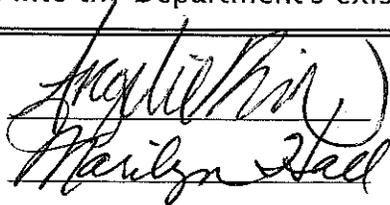
REASON FOR CONSIDERATION: The City Council is requested to consider acceptance of a regional Fiscal Year 2013 Assistance to Firefighters Grant (AFG) from the Federal Emergency Management Agency (FEMA) to receive a total award amount of \$1,798,298, of which the City of Montclair will be allocated an award amount of \$147,855.24 for the purchase of self-contained breathing apparatus (SCBA) equipment.

BACKGROUND: The purpose of the AFG Program is to enhance, through financial assistance, the safety of the public and firefighters regarding fire and fire-related hazards. The Fire Departments of Montclair, Ontario, Rancho Cucamonga, and Upland pride themselves on providing industry-leading emergency response and, after careful consideration and prioritization, have identified a need specifically related to improving their existing SCBA equipment. This will be accomplished with the purchase of National Fire Protection Administration (NFPA) 1981 (2013 edition) compliant SCBA equipment.

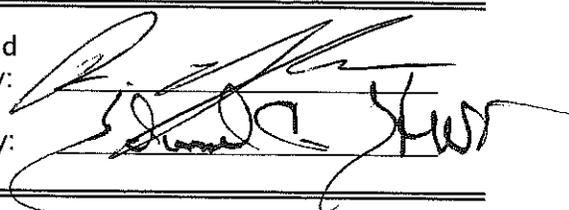
In December 2013, the Ontario Fire Department agreed to be the lead agency when applying for a regional FY2013 AFG to purchase SCBA equipment for the participating West End Fire Agencies indicated above. On August 1, 2014, the Ontario Fire Department received notification that the grant application was approved and included in the FY2013 AGF Program as Grant No. EMW-2013-FR-00269. This award amount includes the costs to purchase SCBA equipment (harnesses, face pieces, and cylinders) and applicable taxes. The grant's period of performance is from July 25, 2014, through July 24, 2015.

The total award amount for all four Fire Departments is \$1,798,298. The federal share is 90 percent, or \$1,618,469, of the approved total award amount and requires a 10 percent cost share match, or \$179,829, from the participating agencies. The City of Montclair's cost share match amounts to \$14,785.52 and is based on the amount of equipment the Department requested. If the City obtains favorable bid results in the procurement of the SCBA equipment, any remaining grant funds are recommended to be spent on similar fire operations and safety equipment pursuant to the granting agency's program guidance. The ongoing maintenance and replacement for City of Montclair's equipment would be incorporated into the Department's existing in-house SCBA maintenance program.

Prepared by:



Reviewed and
Approved by:



Proofed by:

Presented by:

By accepting this award, recipients agree that they will use the funds provided through the FY2013 AFG in accordance with the Articles of Agreement and the guidelines provided in the FY2013 AFG Program guidance. The participating agencies will maintain all units in a high state of readiness and commit to any training needs required to place the units into service.

Grant administration would be performed by the City of Ontario Fire Department.

FISCAL IMPACT: Should the City Council approve this item, the Montclair Fire Department will formally receive a total award amount of \$147,855.24 from the FY2013 AFG Program. The Articles of Agreement state that 90 percent of the cost to purchase the SCBA equipment, or \$133,069.72, would be covered by the FY2013 AFG Program with federal funds. The City would be required to provide the remaining 10 percent, or \$14,785.52, from the SB509 Fund.

Below is a matrix of Montclair's award including the cost share match.

<i>Equipment</i>	<i>Units</i>	<i>Award Per Unit</i>	<i>Total</i>
SCBA with face piece and cylinder	18	\$7,500.00	\$ 135,000.00
Spare cylinders	2	\$800.00	1,600.00
Face pieces	1	\$303.00	<u>303.00</u>
Award (total cost of equipment)			\$136,903.00
Tax at 8 percent*			<u>10,952.24</u>
Total award (equipment plus tax)			\$148,855.24
Federal share (90 percent of total award)			\$133,069.72
City share (10 percent of total award)			\$ 14,785.52

*A sales tax variance was noted on the Award Detail Spreadsheet. Montclair will pay sales tax at 8.25 percent.

The required 10 percent match would not impose any additional impact on the SB509 Fund because \$59,269 was approved in the City's Fiscal Year 2014-15 Budget and allocated to Emergency Services Capital Outlay Account No. 1143-4533-62050 to serve as the City's required match in the event the grant application was approved. When the application was submitted in December 2013, the requested budget was \$2,592,691. Under the provisions of the grant, the federal share was \$2,000,000 and the applicant share was \$592,691. The applicant share was divided into four portions based on the percentage of equipment requested by each of the four agencies. At that time, Montclair's portion of the applicant share was 10 percent, or \$59,269.10. During the application review process, FEMA adjusted the budget and deleted several items, which resulted in a reduction to our required cost share.

A notable item that was deleted from Montclair's grant request was an SCBA fill station. The SCBA fill station at Fire Station No. 151 is in need of replacement. This unit is approximately 20 years old and has been modified several times and overhauled to be functional as a frequently used piece of apparatus, even though it is a very small unit that was not made for such high frequency use. The fill station is also out of compliance per

OSHA 1910.134(i)(7) because it does not have a carbon monoxide alarm to monitor carbon monoxide levels. Should the City Council approve this item, it is requested that after the grant's required 10 percent match is satisfied, the remaining funds allocated to Emergency Services Capital Outlay Account No. 1143-4533-62050, or \$44,483.48, continue to be allocated for the purchase of a SCBA fill station.

RECOMMENDATION: Staff recommends the City Council accept a regional Fiscal Year 2013 Assistance to Firefighters Grant from the Federal Emergency Management Agency to receive a total award amount of \$1,798,298, of which the City of Montclair will be allocated \$147,855.24 for purchase of self-contained breathing apparatus equipment.

FY 2013 AFG - Award Detail			
Equipment Description	#Units	\$ award per Unit	Total
Accountability Systems	2	1,281.00	2,562.00
Accountability Systems	2	411.00	822.00
SCBA w/ facepiece and extra cylinder	216	7,500.00	1,620,000.00
Spare Cylinders - in addition	26	800.00	20,800.00
Face Pieces - In addition	69	303.00	20,907.00
		Award	\$1,665,091.00
		Tax	\$133,207.28
		Total Award	\$1,798,298.28
		Cash Match Required	\$179,829.83

City of Ontario - Award Detail			
Equipment Description	#Units	\$ award per Unit	Total
Accountability Systems	2	1,281.00	2,562.00
Accountability Systems	2	411.00	822.00
SCBA w/ facepiece and extra cylinder	97	7,500.00	727,500.00
Spare Cylinders - in addition	17	800.00	13,600.00
Face Pieces - In addition	37	303.00	11,211.00
		Award	\$755,695.00
		Tax 8%	\$60,455.60
		Total Award	\$816,150.60
		Cash Match Required	\$81,615.06

City of Montclair - Award Detail			
Equipment Description	#Units	\$ award per Unit	Total
Accountability Systems	0	1,281.00	0.00
Accountability Systems	0	411.00	0.00
SCBA w/ facepiece and extra cylinder	18	7,500.00	135,000.00
Spare Cylinders - in addition	2	800.00	1,600.00
Face Pieces - In addition	1	303.00	303.00
		Award	\$136,903.00
		* Tax 8%	\$10,952.24
		Total Award	\$147,855.24
		* Cash Match Required	\$14,785.52

*Note: Sales Tax Variance?

City Totals:
Tax: \$136,903.00
Total: \$147,855.24
Match: \$14,785.52

City of Rancho Cucamonga - Award Detail			
Equipment Description	#Units	\$ award per Unit	Total
Accountability Systems	0	1,281.00	0.00
Accountability Systems	0	411.00	0.00
SCBA w/ facepiece and extra cylinder	61	7,500.00	457,500.00
Spare Cylinders - In addition	3	800.00	2,400.00
Face Pieces - In addition	27	303.00	8,181.00
		Award	\$468,081.00
		Tax 8%	\$37,446.48
		Total Award	\$505,527.48
		Cash Match Required	\$50,552.75

City of Upland - Award Detail			
Equipment Description	#Units	\$ award per Unit	Total
Accountability Systems	0	1,281.00	0.00
Accountability Systems	0	411.00	0.00
SCBA w/ facepiece and extra cylinder	40	7,500.00	300,000.00
Spare Cylinders - In addition	4	800.00	3,200.00
Face Pieces - In addition	4	303.00	1,212.00
		Award	\$304,412.00
		Tax 8%	\$24,352.96
		Total Award	\$328,764.96
		Cash Match Required	\$32,876.50

City Totals:
\$1,665,091.00
\$133,207.28
\$1,798,298.28
\$179,829.83

Award Package

U.S. Department of Homeland Security
Washington, D.C. 20472



FEMA

Mr. Scotland Roeber
City of Ontario Fire Department
303 E B ST
Ontario, California 91764-4105

Re: Grant No.EMW-2013-FR-00269

Dear Mr. Roeber:

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2013 Assistance to Firefighters Grant has been approved. FEMA's Grant Programs Directorate (GPD), in consultation with the U.S. Fire Administration (USFA), carries out the Federal responsibilities of administering your grant. The approved project costs total to \$1,798,298.00. The Federal share is 90 percent or \$1,618,469.00 of the approved amount and your share of the costs is 10 percent or \$179,829.00.

Before you request and receive any of the Federal Grant funds awarded to you, you must establish acceptance of the Grant and Grant Agreement Articles through the Assistance to Firefighters Grant Programs' (AFG) e-grant system. Please make sure you read and understand the articles as they outline the terms and conditions of your grant award. By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval, via amendment request, from FEMA. Maintain a copy of these documents for your official file.

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should request funds when you have an immediate cash need.

If you have any questions or concerns regarding the process to request your grant funds, please call 1-866-274-0960.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Kamoie".

Brian E. Kamoie
Assistant Administrator
Grant Programs Directorate

Summary Award Memo

**SUMMARY OF ASSISTANCE ACTION
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM
Application**

INSTRUMENT: GRANT
AGREEMENT NUMBER: EMW-2013-FR-00269
GRANTEE: City of Ontario Fire Department
AMOUNT: \$1,798,298.00, Operations and Safety

Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant program's purpose and worthy of award. The recipient shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application narrative. These sections of the application are made a part of these grant agreement articles by reference. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Grantee Concurrence

By providing the Primary Contact's electronic signature and indicating acceptance of the award, the recipient accepts and agrees to abide by the terms and conditions of the grant as set forth in this document. Recipients agree that they will use the funds provided through the Fiscal Year 2013 Assistance to Firefighters grant in accordance with these Articles of Agreement and the program guidelines provided in the Fiscal Year 2013 Assistance to Firefighters program guidance. All documents submitted as part of the original grant application are made a part of this agreement by reference.

Period of Performance

25-JUL-14 to 24-JUL-15

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$1,665,091.00
Supplies	\$0.00
Contractual	\$0.00

Construction	\$0.00
Other	\$133,207.00
Indirect Charges	\$0.00
Total	\$1,798,298.00

NEGOTIATION COMMENTS IF APPLICABLE (max 4000 characters)

The Program Office has made the following reductions to your grant:
 The Equipment was not approved on this award.
 The approved cost for PPE (SCBA) is \$7,500, not \$8,787.
 The approved cost for PPE (spare cylinder) is \$800, not \$1,183.

Therefore, they have recommended the award at this level:
 Total budget \$ 1,798,298
 Federal share \$1,618,469
 Applicant share \$179,829

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Earl Davis at Earl.Davis@dhs.gov.

3475 characters left

System for Award Management (SAM)

Prior to requesting federal funds, all recipients are required to register their entity information in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 4000 characters)

The Program Office has made the following reductions to your grant:

The Equipment was not approved on this award.

The approved cost for PPE (SCBA) is \$7,500, not \$8,787.

The approved cost for PPE (spare cylinder) is \$800, not \$1,183.

Therefore, they have recommended the award at this level:

Total budget \$ 1,798,298

Federal share \$1,618,469

Applicant share \$179,829

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Earl Davis at Earl.Davis@dhs.gov.

3475 characters left



FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety

GRANTEE: City of Ontario Fire Department

PROGRAM: Operations and Safety

AGREEMENT NUMBER: EMW-2013-FR-00269

AMENDMENT NUMBER:

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Article I - Administrative Requirements

The administrative requirements that apply to most DHS award recipients through a grant or cooperative agreement arise from two sources: - Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), found under FEMA regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." - OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215. The requirements for allowable costs/cost principles are contained in the A-102 Common Rule, OMB Circular A-110 (2 CFR § 215.27), DHS program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The four costs principles circulars are as follows: - OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220. - OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225. - OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230. - OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Article II - Lobbying Prohibitions

None of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions can be found at 31 U.S.C. § 1352.

Article III - Financial Reporting

Recipients will be required to submit a semi-annual Federal Financial Report (FFR), Standard Form (SF-425) through the AFG online e-grant system. The FFR is intended to provide Federal agencies and grant recipients with a standard format and consistent reporting requirements throughout the government. The FFR is due semi-annually based on the calendar year beginning with the period after the award is made. Recipients are required to submit an FFR throughout the entire period of performance of the grant. The reporting periods for the FFR are January 1 through June 30 (report due by July 31), and July 1 through December 31 (report due by January 31). At the end of the grant's period of performance, all recipients are required to produce a final report on how the grant funding was used and the benefits realized from the award. Recipients must submit a final financial report and a final performance report within 90 days after the end of the period of performance.

Article IV - GPD - Trafficking Victims Protection Act of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient - (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.

Article V - GPD - Drug-Free Workplace Regulations

All recipients of financial assistance will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR3001.

Article VI - Fly America Act of 1974

All recipients of financial assistance will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. - 4 -§ 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article VII - Activities Conducted Abroad

All recipients of financial assistance will comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Acknowledgement of Federal Funding from DHS

All recipients of financial assistance will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article IX - Copyright

All recipients of financial assistance will comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and

irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award.

Article X - Use of DHS Seal, Logo and Flags

All recipients of financial assistance must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XI - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree-and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree-to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS. 2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties. 6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

Article XII - Civil Rights Act of 1964

Recipients of financial assistance will comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article XIII - Civil Right Act of 1968

All recipients of financial assistance will comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article XIV - Americans with Disabilities Act of 1990

All recipients of financial assistance will comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

Article XV - Age Discrimination Act of 1975

All recipients of financial assistance will comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article XVI - Title IX of the Education Amendments of 1972

All recipients of financial assistance will comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 44 CFR Part 19.

Article XVII - Rehabilitation Act of 1973

All recipients of financial assistance will comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XVIII - Limited English Proficiency

All recipients of financial assistance will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.

Article XIX - Animal Welfare Act of 1966

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

Article XX - Clean Air Act of 1970 and Clean Water Act of 1977

All recipients of financial assistance will comply with the requirements of 42 U.S.C. § 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.

Article XXI - Protection of Human Subjects

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

Article XXII - National Environmental Policy Act (NEPA) of 1969

All recipients of financial assistance will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. § 4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.

Article XXIII - National Flood Insurance Act of 1968

All recipients of financial assistance will comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44CFR Part 63.

Article XXIV - Flood Disaster Protection Act of 1973

All recipients of financial assistance will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

Article XXV - Coastal Wetlands Planning, Protection, and Restoration Act of 1990

All recipients of financial assistance will comply with the requirements of Executive Order 11990, which

provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of Section 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.

Article XXVI - USA Patriot Act of 2001

All recipients of financial assistance will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

Article XXVII - Environmental Planning and Historic Preservation Screening

AFG funded activities (Modification to Facility or Equipment) that may require an EHP review, involving the installation or requiring renovations to facilities, including but not limited to air compressor/fill station/cascade system (Fixed) for filling SCBA, air improvement systems, alarm systems, antennas, gear dryer, generators (fixed), permanently mounted signs, renovations to facilities, sprinklers, vehicle exhaust systems (fixed) or washer/extractors are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process.

FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders.

To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to our Department of Homeland Security/Federal Emergency Management Agency- website at: <https://www.fema.gov/library/viewRecord.do?id=6906>

In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

Article XXVIII - Vehicle Awards

If awarded any AFG vehicle grant, you must obtain a vehicle purchase contract from the vendor or manufacturer and send it by e-mail to your AFG Regional Representative. A list of the AFG Regional Representatives and their contact information can be found on the AFG website at <http://www.fema.gov/fire-grant-contact-information>.

The grantee must include in their vehicle purchase contract specific performance requirements and penalties (penalty clause) for noncompliance with the requirements. The clause should specify a delivery date for the vehicle under contract and include a provision for a penalty for non-delivery on the

specified date. Non-delivery by the contract's guaranteed date should require a penalty for non-performance of at least \$100 per day until the date that the vehicle is delivered.

It is recommended that any department/organization that will advance their own local funds to their vendor prior to receipt of the vehicle obtain a performance bond. The bond may be obtained through the vendor or a local bank.

It is required that any department/organization that will advance of Federal funds to their vendor prior to receipt of the vehicle obtain a prepayment bond. A prepayment bond may be obtained through your bank or the vendor. The cost for the bond may be included in the grant.

Grantees that fail to comply with these requirements--fail to provide the AFG with a copy of the vehicle purchase contract, or fail to obtain the necessary prepayment bond - will not be eligible for an extension of the grant's period of performance.

If you have questions about these procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to firegrants@dhs.gov.

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1a. AGREEMENT NO. EMW-2013-FR-00269		2. AMENDMENT NO. 0		3. RECIPIENT NO. 95-6000754		4. TYPE OF ACTION AWARD		5. CONTROL NO. W518706N	
6. RECIPIENT NAME AND ADDRESS City of Ontario Fire Department 303 E B ST Ontario California, 91764-4196		7. ISSUING OFFICE AND ADDRESS Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: Andrea Day			8. PAYMENT OFFICE AND ADDRESS FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472				
9. NAME OF RECIPIENT PROJECT OFFICER Scotland Roeber		PHONE NO. 9093952002		10. NAME OF PROJECT COORDINATOR Catherine Patterson			PHONE NO. 1-866-274-0960		
11. EFFECTIVE DATE OF THIS ACTION 25-JUL-14		12. METHOD OF PAYMENT SF-270		13. ASSISTANCE ARRANGEMENT Cost Sharing		14. PERFORMANCE PERIOD From:25-JUL-14 To:24-JUL-15 Budget Period From:05-MAR-14 To:30-SEP-14			
15. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)									
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X		PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON-FEDERAL COMMITMENT		
AFG	97.044	2014-M3-C111-P4310000-4101-D		\$0.00	\$1,618,469.00	\$1,618,469.00	\$179,829.00		
TOTALS				\$0.00	\$1,618,469.00	\$1,618,469.00	\$179,829.00		
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A									
16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)									
Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records									

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) N/A	DATE N/A
18. FEMA SIGNATORY OFFICIAL (Name and Title) Andrea Day	DATE 02-JUL-14

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZING THE ADDITION OF TWO PART-TIME CODE ENFORCEMENT OFFICER POSITIONS FOR THE COMMUNITY DEVELOPMENT DEPARTMENT AND THE TRANSFER OF UNANTICIPATED PERSONNEL ADJUSTMENT RESERVE FUNDS TO THE COMMUNITY DEVELOPMENT DEPARTMENT PERSONNEL BUDGET

DATE: August 18, 2014
SECTION: ADMIN. REPORTS
ITEM NO.: 10
FILE I.D.: PER200
DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing the addition of two part-time Code Enforcement Officer positions for the Community Development Department.

BACKGROUND: On June 16, 2014, the City Council adopted the Fiscal Year 2014-15 Preliminary Budget, which authorized the Community Development Department to have one full-time Senior Code Enforcement Officer, two full-time Code Enforcement Officers, and one part-time (20 hours per week) Code Enforcement Officer.

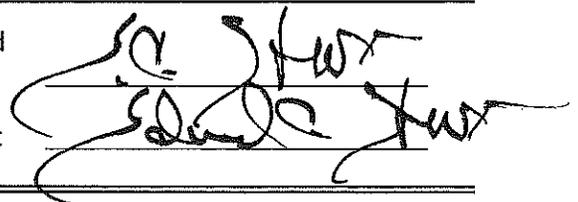
For the majority of the past year, one of the full-time Code Enforcement Officers has been off work on a medical leave of absence, placing a serious strain on Code Enforcement activities conducted by the Department. To compensate, the City has used available funds to hire back a retired former Montclair Code Enforcement Officer under the California Public Employees' Retirement System (CalPERS) 960 Program, which allows the retiree to work a maximum of 960 hours annually.

Over the course of the past decade, a number of economic and market factors have impacted the City's ability to positively impact residential property maintenance through proactive Code Enforcement activities. These factors include:

1. Collapse of the mortgage/housing market starting as early as 2004;
2. Decline in residential property values linked to the mortgage/housing market collapse;
3. Onset of the Great Recession starting in November 2007;
4. Significant increases in home foreclosures linked to the mortgage/housing market collapse and Great Recession;
5. Increasing unemployment linked to the Great Recession;
6. Stagnant wages linked to the Great Recession;

Prepared by: GARY CHARLESTON
Proofed by: MIKEY FURNES

Reviewed and
Approved by:
Presented by:



7. Significant increases in water rates over the past two years—rate increases that may discourage landscape watering;
8. Multiyear drought conditions and a declaration by Governor Brown to reduce water consumption, including the use of water for landscape maintenance;
9. Speculators acquiring foreclosure properties and converting them to rental units;
10. Availability of newer, affordable homes in other communities, leading to resident migration, thereby producing an influx of newer residents with limited financial resources; and
11. Loss of community redevelopment agencies as a means to support residential property improvement programs.

Combined, the above factors have contributed greatly to a decline in landscape and property maintenance, leading directly to the diminishing appearance of many residential properties in the Montclair community.

To address residential property maintenance issues, the Community Development Department's Code Enforcement Unit has evaluated and implemented various programs designed to reduce lack of maintenance issues. These programs include educational classes, community outreach, and collaboration with various vendors and agencies to facilitate the ability of residents to achieve drought tolerant, low-maintenance landscape themes designed to improve front-yard property appearance.

In addition to programmatic efforts, the enforcement of property maintenance codes remains an integral and vital component of the City's overall effort to achieve acceptable property maintenance standards.

In evaluating the current level of staffing in the Code Enforcement Unit and the desired objective to improve property maintenance standards, the Code Enforcement Committee, City Manager, and Community Development Director have concluded that the addition of two part-time Code Enforcement personnel is required. The addition of two part-time Code Enforcement Officers would allow for more frequent, targeted inspection of single-family and multifamily residences.

To achieve added enforcement capacity, it is necessary to juxtapose and balance the need for stepped-up code enforcement with the City Council's intent to maintain fiscal discipline throughout the organization. The addition of two part-time Code Enforcement Officers, each working 25-to-30 hours per week, tasked to promote community appearance, reduce blighted conditions, and support the maintenance of residential property values, should achieve the appropriate balance. Furthermore, hiring two part-time Code Enforcement Officers would enable the City to maintain Code Enforcement activities despite the current, temporary loss of a full-time employee due to medical-related reasons.

In a further effort to reduce added costs, City staff has identified the availability of up to four surplus vehicles (three sedans at the Police Department and one truck at the City Yard) that would be used as field vehicles should the City Council approve the addition of two part-time Code Enforcement Officers.

FISCAL IMPACT: Annual salary and benefit costs for one full-time Code Enforcement Officer at Step E of the salary range is approximately \$81,658. The cost for one part-time Code Enforcement Officer working an average of 30 hours per week would cost approximately \$37,416 annually or \$74,832 for two part-time employees. In addition to a reduction in total costs, two part-time Code Enforcement Officers, each working 30 hours weekly, would provide the City with 60 hours of weekly field service versus the 40 hours per week that would come from one full-time employee. The actual number of hours worked weekly by part-time employees typically falls between 20 and 30 hours per week.

Temporary savings related to the medical-related vacancy in one of the two full-time Code Enforcement Officer positions would accrue to the City at the conclusion of the CalPERS annuitant's current "960-period."

The cost for two additional part-time Code Enforcement Officers is not included in the Fiscal Year 2014-15 Budget. Accordingly, the City Council is requested to transfer an amount not to exceed \$74,832 from the Unanticipated Personnel Adjustment Reserve Fund to the Community Development Department personnel budget.

There would be no additional cost to acquire vehicles for the two part-time Code Enforcement Officers; instead, the Code Enforcement Unit would rely on the use of surplus vehicles currently in inventory.

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

1. Authorize the addition of two part-time Code Enforcement Officers to the Fiscal Year 2014-15 Budget, with work hours scheduled between 25 and 30 hours per week and starting at Step A (\$22.28 per hour) of the salary range for the Code Enforcement Officer classification.
2. Authorize the transfer of an amount not to exceed \$74,832 from the Unanticipated Personnel Adjustment Reserve Fund to the Community Development Department personnel budget.

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZING THE ADDITION OF ONE PART-TIME OFFICE SPECIALIST POSITION FOR THE FINANCE DEPARTMENT	DATE: August 18, 2014
	SECTION: ADMIN. REPORTS
	ITEM NO.: 11
	FILE I.D.: PER200
	DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing the addition of one part-time Office Specialist position for the Finance Department. This position would be tasked with responsibilities related to the City's refuse and sewer liens process and responding to resident and property owner inquiries regarding liens.

BACKGROUND: Chapter 1.12 of the Montclair Municipal Code authorizes various methods by which delinquent civil debts may be collected including, but not limited to, the placement of liens on properties on which debts were generated.

Sewer and refuse liens are currently managed and processed by the Accountant and/or Accounting Specialists in the Finance Department. Processing of liens is an important and time-consuming activity, frequently resulting in overtime for Finance Department staff. Under proper direction, the lien function could be performed by a clerical position, thus allowing staff to focus on other aspects of Finance administration.

Typically, liens are applied to delinquent residential and/or commercial sewer and refuse accounts when the unpaid balances on the account exceed \$200.

Effectively, the lien process protects the City of Montclair from a loss of revenue related to a resident or property owner's nonpayment of refuse and sewer charges. When nonpayment occurs over consecutive months, the City files a lien against the property prohibiting its sale until the lien amount is settled or paid to Montclair.

Liens are processed every two months, and any unpaid balances are transmitted to the Auditor for San Bernardino County for addition to each affected property owner's annual property tax statement for the succeeding year.

Table 1, on the following page, notes the property tax liens placed on residential and commercial properties in Montclair over the past year. A total of 1,043 liens were filed for a total of \$356,949.38. During the course of the past year, 424 liens were paid off for a total of \$81,919,895, leaving a remaining lien balance of \$208,277.43 due for 619 properties. At the August 4, 2014 meeting, the City Council approved placing these unpaid liens on property tax bills due in 2015.

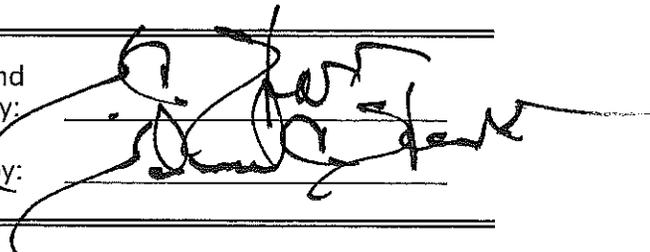
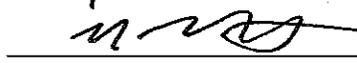
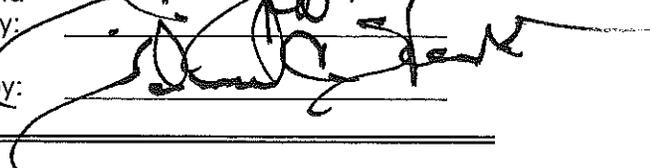
Prepared by: <u>Gary Charleston</u>	Reviewed and Approved by: 
Proofed by: 	Presented by: 

Table 1

	<u>Number</u>	<u>City Charges</u>	<u>Lien Fees</u>		<u>Total</u>
			<u>Release Fee</u>	<u>Processing Fee</u>	
<u>Bimonthly Liens Placed</u>					
October 7, 2013	124	\$ 36,444.00	\$ 1,736.00	\$ 6,200.00	\$ 44,380.00
November 4, 2013	163	38,506.02	2,282.00	8,150.00	48,938.02
February 3, 2014	196	62,146.40	2,744.00	9,800.00	74,690.40
March 3, 2014	231	62,003.55	3,234.00	11,550.00	76,787.55
June 2, 2014	147	42,715.53	2,058.00	7,350.00	52,123.53
July 7, 2014	182	48,381.88	2,548.00	9,100.00	60,029.88
Totals	<u>1,043</u>	<u>\$ 290,197.38</u>	<u>\$ 14,602.00</u>	<u>\$ 52,150.00</u>	<u>\$ 356,949.38</u>
<u>Annual Property Tax Liens Placed</u>					
August 4, 2014	<u>619</u>	<u>\$ 208,277.43</u>			

Clearly, the collection of liens on unpaid sewer and refuse bills is important to the City's ability to provide services to the community. Achieving success in the lien process includes a number of involved timely steps, repeated throughout the year, to ensure the City receives payment for utility services provided to residents and property owners. Steps include the following procedures:

1. Tracking payments through the utility billing process.
2. Identifying and tracking unpaid accounts.
3. Sending courtesy reminders and follow-up late notices, via certified mail, to property owners.
4. Preparing City Council agenda reports and Resolutions authorizing the placement of liens.
5. Preparing and transmitting lien documents for the Office of the San Bernardino County Recorder.
6. Processing resident, property owner, and escrow company inquiries.
7. Releasing liens when payments are received.
8. Filing unpaid liens with the San Bernardino County Assessor's Office for placement on property tax statements.

This labor-intensive process requires regular diversion of the Accountant and designated personnel from other important Finance Department operational assignments. Relieving existing Finance Department personnel of the lien processing function would allow them to refocus their attention back to traditional duty assignments. Accordingly, the City Manager requests the addition of a part-time clerical position in the Finance Department tasked to perform the lien processing function.

FISCAL IMPACT: The annual cost for a part-time Office Specialist working 25 to 30 hours per week ranges from \$22,125 to \$26,550. The cost for the part-time Office Specialist is not included in the Fiscal Year 2014-15 Budget.

The fiscal impact of the proposed part-time position on the City's General Fund would be minimized because administration of refuse and sewer billing has a direct association to the Sewer Fund; therefore, the Sewer fund would bear an estimated 75 percent of total cost for the proposed part-time Office Specialist position of proposed personnel costs.

- Annual General Fund Maximum Impact: \$6,558
- Annual Sewer Fund Maximum Impact: \$19,992

RECOMMENDATION: Staff recommends the City Council authorize the addition of one part-time Office Specialist to the Fiscal Year 2014-15 Budget. If approved, the part-time Office Specialist would start at Step A (\$15.81 per hour) of the City's current salary schedule.

AGENDA REPORT

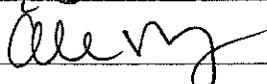
SUBJECT: CONSIDER APPROVAL OF ENCROACHMENT PERMIT NO. 14-6 ALLOWING AN ENCROACHMENT INTO AN EXISTING SANITARY SEWER EASEMENT AT 4575 BROOKS STREET	DATE: August 18, 2014
CONSIDER AUTHORIZING ENCROACHMENT PERMIT NO. 14-6 TO BE RECORDED WITH THE SAN BERNARDINO COUNTY RECORDER'S OFFICE	SECTION: ADMIN. REPORTS
	ITEM NO.: 12
	FILE I.D.: FLP120
	DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: Encroachment permits are normally handled administratively and do not require City Council action. Staff would like to see this particular encroachment permit recorded and requests authorization to do so.

BACKGROUND: Prior to the construction of Brooks Street south of Holt Boulevard between Monte Vista Avenue and Ramona Avenue, long deep lots extended from Holt Boulevard to the Southern Pacific Railroad tracks. Providing sewer service to the southerly ends of these lots from Holt Boulevard would not have been possible without the use of lift stations to pump waste north to Holt Boulevard. In 1958, the City began acquiring sanitary sewer easements immediately north of the tracks with the intent of constructing a sewer main that would flow westerly from Monte Vista Avenue to Ramona Avenue, allowing these properties to have sewer service without having to pump. The most recent of these easements was acquired in 1978. The sewer line, however, was never built.

Brooks Street was eventually constructed and included a sewer main allowing properties on both the north and south sides of Brooks Street to be served by sewers. Properties along the south side of Brooks Street required buildings needing sewer service be constructed closer to Brooks Street. All of the 11 properties on the south side of Brooks Street are developed, and all but four are connected to the sewer line in Brooks Street. The remaining four are on septic tanks.

The sanitary sewer easement running along the north side of what is now the Union Pacific Railroad tracks is not likely to be needed by the City in the future. The original intent would have been to build a sewer that would connect into the Ramona Avenue sewer. That sewer was realigned as part of the Ramona Avenue/UPRR grade separation project and is no longer available for a connection. Also, with most of the properties originally intended to be served by the sewer already developed and connected to the Brooks Street sewer main, there is probably no longer a need for the easement. At some point, the City may want to consider quitclaiming the sewer easements on all these properties including 4575 Brooks Street.

Prepared by: 
Proofed by: 

Reviewed and Approved by: 
Presented by: 

The developer of 4575 Brooks Street, the former Tri Alloy site, has developed a site plan for a building that slightly encroaches into the ten-foot-wide sanitary sewer easement on this property in three places. As shown on the attached encroachment permit application, there are two stairways allowing emergency egress from the building and a corner of the building itself that encroach within the easement.

FISCAL IMPACT: There is no immediate fiscal impact in allowing the encroachment within the existing sanitary sewer easement. It is also unlikely the City will ever need to construct a sewer line within this easement. At some point, the City may quitclaim the easement altogether. However, should it ever become necessary to construct a sanitary sewer within the areas of encroachment, it would likely be necessary to install a casing under one of the stairway encroachments or remove and reconstruct that stairway.

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

1. Approve Encroachment Permit No. 14-6 allowing an encroachment into an existing sanitary sewer easement at 4575 Brooks Street.
2. Authorize Encroachment Permit No. 14-6 to be recorded with the San Bernardino County Recorder's Office.

ENCROACHMENT PERMIT NO. 14-6



MONTCLAIR

ENCROACHMENT PERMIT APPLICATION
CITY OF MONTCLAIR ENGINEERING DIVISION

City of Montclair, 5111 Benito Street, P.O. Box 2308, Montclair, CA 91763
Engineering Division Office (909) 625-9442 Fax (909) 621-1584 www.cityofmontclair.org
Page 1 of 2

Note: If encroachment permit is granted, the City may revoke it at any time and all encroaching facilities shall be removed

Property
Owner
Information

Name: Brooks Ramona Properties, LLC (Bill Fox, Managing Member)

Address: 450 E. Foothill Blvd, Pomona, CA 91767

Address City State Zip

Contact Info: (909) 920-9962 ext 222 (951) 533-8130 bfox@williamfoxgroup.com

Phone Number Cell Phone Number Email Address

Type of
Encroachment

I would like to apply for an Encroachment Permit for the purpose of constructing in the City right-of-way.

Block Wall Fence Ornamental Iron Fence Combination Fence

Signage Other (if other please describe) Building & Building Exit Stairwells

Trees

Does the location of the encroachment have trees within six (6) feet?

Yes No

Existing
Sidewalk

Does the location of the encroachment have a sidewalk?

Yes No

Property Type

Corner Lot Property Interior Lot Property

Bill Fox

Name of Applicant (Print)

Signature of Applicant

August 6, 2014

Date

EXHIBIT "A"
LEGAL DESCRIPTION

An encroachment into three existing easements for sewer purposes as shown by instruments recorded in Book 4433, page 281; in Book 5341, page 173; and Book 8553, page 575 on November 7, 1974, official records of San Bernardino County, described as follows:

BEGINNING at the intersection of the north line of said easements with the west line of the parcel described in Certificate of Parcel Merger No. 2008-2, recorded February 11, 2009 as Instrument No. 2009-0060803, said line being the easterly right-of-way of Ramona Avenue;

Thence North $88^{\circ}15'43''$ East along the north line of said easements, 144.44 feet to **POINT OF BEGINNING NO. 1;**

Thence continuing North $88^{\circ}15'43''$ East along said north line, 100.96 feet to **POINT OF BEGINNING NO. 2;**

Thence continuing North $88^{\circ}15'43''$ East along said north line, 26.71 feet to **POINT OF BEGINNING NO. 3.**

Encroachment #1

BEGINNING at **POINT OF BEGINNING NO. 1**, thence North $88^{\circ}15'43''$ along said north line, 15.17 feet;

Thence due South, 2.09 feet;

Thence due West, 15.16 feet;

Thence due North, 1.62 feet to the **POINT OF BEGINNING NO. 1.**

Encroachment #2

BEGINNING at **POINT OF BEGINNING NO. 2**, thence North $88^{\circ}15'43''$ along said north line, 14.25 feet;

Thence due South, 5.12 feet;

Thence due West, 14.26 feet;

Thence due North, 5.00 feet to the **POINT OF BEGINNING NO. 2.**

Encroachment #3

BEGINNING at **POINT OF BEGINNING NO. 3**, thence North $88^{\circ}15'43''$ along said north line, 78.57 feet;

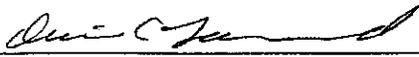
Thence due South, 2.38 feet;

Thence due West, 78.53 feet to the **POINT OF BEGINNING NO. 3.**

See attached:

Exhibit "B" for "Easement Encroachment".

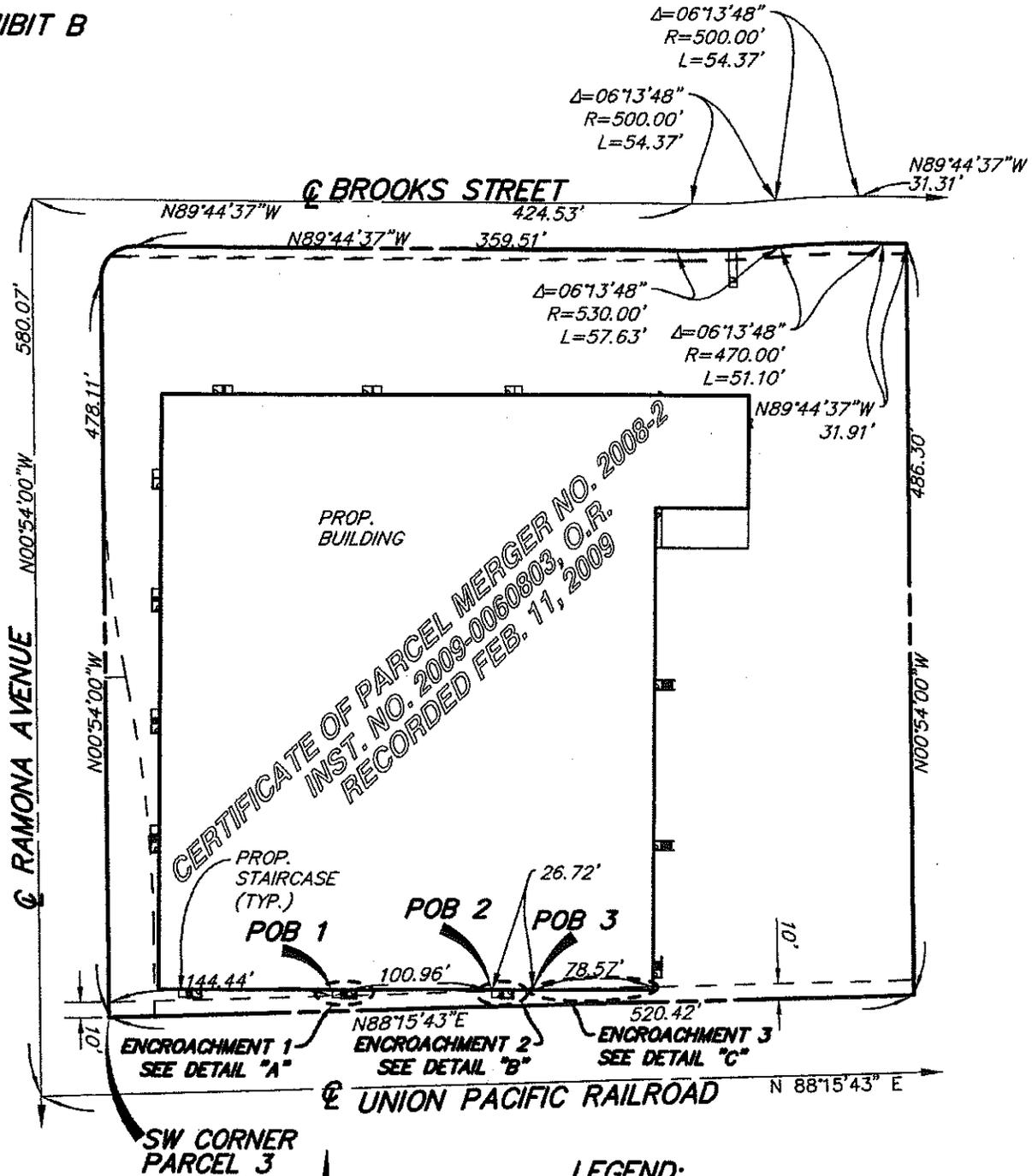
This document was prepared under supervision of:


Dennis C, Farnsworth
RCE: 31653 EXP. 12/31/14

8/11/14
Date

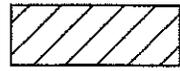


EXHIBIT B



CERTIFICATE OF PARCEL MERGER NO. 2008-2
INST. NO. 2009-0060803, O.R.
RECORDED FEB. 11, 2009

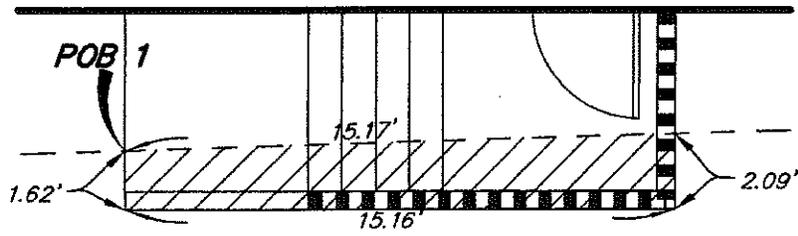
LEGEND:

-  PROP. ENCROACHMENT
-  EASEMENT BOUNDARY
-  PROPERTY BOUNDARY LINES
-  STREET CENTERLINE

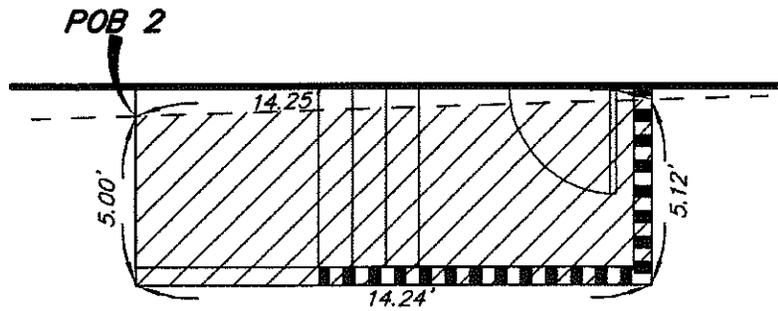


SCALE: 1"=100'

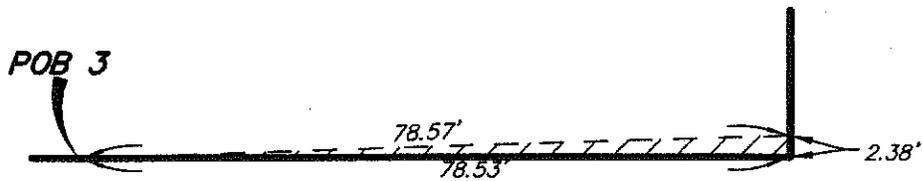
LAND DEVELOPMENT DESIGN COMPANY, LLC		2313 E. Philadelphia St., Ste. F ONTARIO, CA 91761 (909) 930-1466 FAX (909) 930-1468		
		PLANNING • CIVIL • SURVEYING		
DATE: 08/11/14	SCALE: 1"=100'	SHEET: 1 OF 2	JOB NO. 5189	EASEMENT ENCROACHMENT



DETAIL "A"
NTS



DETAIL "B"
NTS



DETAIL "C"
NTS



LAND DEVELOPMENT DESIGN COMPANY, LLC		2313 E. Philadelphia St., Ste. F ONTARIO, CA 91761 (909) 930-1466 FAX (909) 930-1468		
		PLANNING • CIVIL • SURVEYING		
DATE:	SCALE:	SHEET:	JOB NO.	EASEMENT ENCROACHMENT
08/11/14	1"=100'	2 OF 2	5189	

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZING THE PURCHASE OF BALLISTIC RUBBER MEDIA FROM PARAGON TACTICAL, INC., TO REPLACE EXISTING MATERIAL IN THE FIREARMS SHOOTING RANGE	DATE: August 18, 2014
	SECTION: ADMIN. REPORTS
	ITEM NO.: 13
	FILE I.D.: PDT725/REF165
	DEPT.: POLICE

REASON FOR CONSIDERATION: The Police Department's firearms shooting range is used collectively by Department personnel and members of outside agencies six to ten times per month. Leaded and reduced-lead ammunition creates lead buildup in the range requiring significant and costly maintenance to ensure lead contamination is maintained at a safe level. The City Council is requested to consider authorizing the replacement of existing ballistic rubber material in the bullet trap to make the transition to a completely lead-free facility.

BACKGROUND: Aside from annual range training in June and occasional rifle training, in-house range training is conducted with Winchester WinClean ammunition to mitigate lead buildup. WinClean ammunition is made with lead- and heavy-metal-free primers and brass-enclosed bases that prevent lead vaporization from the bullet's base. The result is less smoke, less barrel residue, and cleaner guns and shell casings. Lead-free frangible ammunition designed to disintegrate into tiny particles upon impact is also used in the range. Frangible ammunition is typically made of nontoxic metals and is frequently used at ranges where lead abatement is a concern. Even with these precautionary measures in place, the range is susceptible to, and has sustained, ongoing lead contamination.

On June 17, 2013, the City Council authorized the use of H2 Environmental Consulting Services, Inc., to test lead contamination levels in the range and create a Lead Safety Program designed to ensure acceptable levels could be subsequently maintained. H2 performed the initial baseline testing of the range in August 2013 and provided a report on its findings in 2014, which included a scope of work for lead abatement that would essentially create a lead-free environment. Based on H2's findings and recommendations, staff reviewed the potential cost savings in operating a completely lead-free environment and shifted its focus in that direction.

Part of the transition to a lead-free facility would entail replacement of existing contaminated ballistic rubber material in the bullet trap. The ballistic rubber media is fire-retardant and designed to capture and contain incoming projectiles from handguns, shotguns, and rifles. Staff explored the possibility of having the existing material washed to remove lead contamination; however, because of the cost and the natural deterioration of the material over time, it was determined that replacement would be more cost effective and conducive to creating a healthy, lead-free environment.

Prepared by: <u><i>Judy B.</i></u>	Reviewed and Approved by: <u><i>[Signature]</i></u>
Proofed by: <u><i>Sharon Agopian</i></u>	Presented by: <u><i>[Signature]</i></u>

The following bid quotations were received for lead-abatement services:

<i>Vendor</i>	<i>Bid Amount</i>
Patriot Range Technologies	\$10,700
Paragon Tactical, Inc.	\$11,950
Action Target Inc.	\$15,500

Although Patriot Range Technologies provided the lowest bid, the product provided by Paragon Tactical, Inc., was found to be of superior quality. The representative for Paragon was more knowledgeable concerning available product, measurements, installation, and overall product effectiveness. Furthermore, Paragon is located in Corona; while Patriot is located in Illinois.

FISCAL IMPACT: Should the City Council approve this purchase, an expenditure in the amount of \$11,950 would be made from the Police Department Fiscal Year 2014-15 Budget.

RECOMMENDATION: Staff recommends the City Council authorize the purchase of ballistic rubber media from Paragon Tactical, Inc., to replace existing material in the firearms shooting range.

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZING H2 ENVIRONMENTAL CONSULTING SERVICES, INC., TO PERFORM BASELINE SAMPLING OF LEAD LEVELS AND LEAD WASTE CHARACTERIZATION IN THE FIREARMS SHOOTING RANGE	DATE: August 18, 2014
	SECTION: ADMIN. REPORTS
	ITEM NO.: 14
	FILE I.D.: PDT725/REF165
	DEPT.: POLICE

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing H2 Environmental Consulting Services, Inc., to perform lead waste characterization of rubber in the bullet trap, as well as baseline lead sampling in the firearms shooting range, to facilitate the transition to a lead-free facility.

BACKGROUND: On June 17, 2013, the City Council authorized the use of H2 to test lead contamination levels in the range and create a Lead Safety Program designed to ensure acceptable levels could be subsequently maintained. H2 was authorized to perform baseline testing of lead levels, followed by quarterly lead sampling upon implementation of a Lead Safety Program.

H2 performed the initial baseline testing of the range in August 2013 and provided a report on its findings in 2014, which included a scope of work for lead abatement that would essentially create a lead-free environment. Staff subsequently shifted its focus from creating a low-lead facility, requiring use of clean ammunition to decrease the level of lead buildup, to a lead-free facility. This would require characterization of the existing rubber in the bullet trap to determine the level of lead contamination so it could safely be removed from the facility and disposed of appropriately. Because staff initially planned to simply mitigate lead levels, lead waste characterization was not included in H2's original proposal.

Given this new direction, staff is requesting authorization for H2 to perform a new baseline sampling of lead levels in the range, as well as lead waste characterization, so the lead-abatement process may be completed.

FISCAL IMPACT: The Department requested and received funding in its Fiscal Year 2014-15 Budget for lead abatement, as well as removal and replacement of the rubber bullet trap. If authorized by the City Council, funding for baseline sampling and lead waste characterization in the amount of \$1,760 would be provided through the Police Department Fiscal Year 2014-15 Budget.

RECOMMENDATION: Staff recommends the City Council authorize H2 Environmental Consulting Services, Inc., to perform baseline sampling of lead levels and lead waste characterization in the Firearms Shooting Range.

Prepared by: Needy B...

Reviewed and
Approved by:

Proofed by: Sharon Agapian

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF STATUS REPORT ON EMERGENCY CONTRACTING PROCEDURES RELATED TO SEWER MAINLINE REPAIRS	DATE: August 18, 2014
	SECTION: ADMIN. REPORTS
	ITEM NO.: 15
	FILE I.D.: SEW130
	DEPT.: PUBLIC WORKS

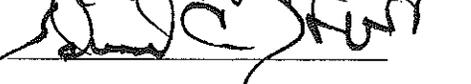
REASON FOR CONSIDERATION: By City Council action on July 21, 2014, Resolution No. 14-3043 was adopted declaring a need for emergency contracting procedures related to the sewer mainline located in the Montclair Plaza north property east of Fremont Avenue. Under Public Contract Code Section 22050, the governing body shall review the emergency action at its next regularly scheduled meeting and every regularly scheduled meeting thereafter until the action is terminated to determine, by a four-fifths majority vote, that there is a need to continue the action.

BACKGROUND: During routine maintenance and inspection of the City's sewer mains, it was discovered that a public sewer mainline located in the Montclair Plaza North property along Fremont Avenue had become eroded and was in need of immediate repairs. This short run of mainline was originally constructed of ductile iron rather than vitrified clay pipe as are most City sewer mains. Temporary repairs were made by the City's Public Works Maintenance Division, but a permanent repair was necessary.

The City received a proposal from Sancon Engineering, Inc., to make the necessary repairs, and an Agreement was signed by the City Manager on July 24, 2014. Work is scheduled to be completed on Thursday, August 14, 2014. A follow-up staff report with final construction costs and contract termination will be presented at the September 2, 2014 meeting.

FISCAL IMPACT: The quote from Sancon Engineering, Inc., included \$12,800 for pipe lining and \$600 per hour for pipeline cleaning in preparation for the pipe lining. The total project cost for the sewer mainline repairs was estimated at \$18,000. Funding comes from the City's Sewer Maintenance fund.

RECOMMENDATION: Staff recommends the City Council receive and file this status report on emergency contracting procedures related to sewer mainline repairs.

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

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF MODIFIED AGREEMENT NO. 14-73 WITH M. C. ALYEA CONSTRUCTION, INC., FOR CONSTRUCTION OF THE SUNRISE PARK BLOCK WALL REPLACEMENT PROJECT	DATE: August 18, 2014
	SECTION: AGREEMENTS
	ITEM NO.: 1
CONSIDER AUTHORIZATION OF AN ADDITIONAL \$30,000 APPROPRIATION FROM THE PARK DEVELOPMENT FUND FOR CONSTRUCTION OF THE SUNRISE PARK BLOCKWALL REPLACEMENT PROJECT	FILE I.D.: PRK600
	DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: Awards of contracts and agreements with the City require City Council approval.

BACKGROUND: The City Council, at its meeting on August 4, 2014, awarded a construction contract to M. C. Alyea Construction, Inc., for replacement of a portion of the block wall at Sunrise Park. The City Council also approved Agreement No. 14-73 as it was submitted to the City Council. After reviewing the Agreement with the City Attorney, it was determined that extensive modifications were required. The new agreement is being brought back to the City Council for approval.

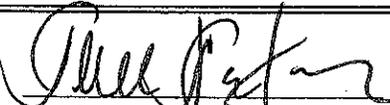
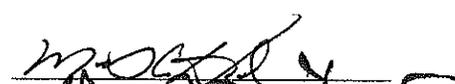
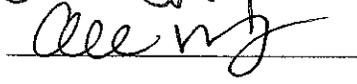
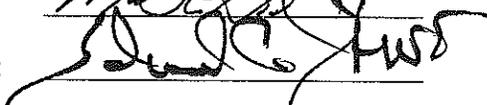
Some of the modifications to the City Agreement were minor and would be applicable to all future City construction contracts. They generally pertain to insurance requirements. From this date forward, all City Agreements will reflect the new changes set forth by the City Attorney.

FISCAL IMPACT: The 2013-18 Capital Improvement Program (CIP) included the Sunrise Park Block Wall Replacement Project. The CIP estimated the project cost at \$100,000. The \$100,000 included project design, advertisement, geotechnical services, and construction.

Following the bid opening on July 24, 2014, the low bid was \$108,380. The revised overall project cost is now \$130,000 including the previously authorized construction contingency. Staff is requesting an additional \$30,000 from the Park Development Fund to cover the additional project expenses. Additional funds will come from the Park Development Fund.

RECOMMENDATION: Staff recommends the City Council take the following actions related to the Sunset Park Block Wall Replacement Project:

1. Approve modified Agreement No. 14-73 with M. C. Alyea Construction, Inc., for construction of the project.
2. Consider appropriation of an additional \$30,000 from the Park Development fund for additional project expenses.

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

AGREEMENT 14-73

KNOW ALL MEN BY THESE PRESENTS: That the following Agreement is made and entered into as of the date executed by the City Clerk and the Mayor, by and between **M. C. ALYEA CONSTRUCTION, a SOLE PROPRIETORSHIP**, hereinafter referred to as "CONTRACTOR" and the CITY OF MONTCLAIR, hereinafter referred to as "CITY."

A. Recitals.

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

SUNRISE PARK BLOCKWALL REPLACEMENT PROJECT

"PROJECT" hereinafter.

B. Resolution.

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

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

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

3. TERMS OF CONTRACT: The CONTRACTOR agrees to execute the contract within ten (10) calendar days from the date of notice of award of the contract and to complete his portion of PROJECT within the time specified in the Special Provisions. CONTRACTOR agrees further to the assessment of liquidated damages in the amount specified in the Special Provisions or the Standard Specifications, whichever is higher, for

AGREEMENT

each calendar day PROJECT remains incomplete beyond the expiration of the completion date. CITY may deduct the amount thereof from any moneys due or that may become due the CONTRACTOR under this contract. Progress payments made after the scheduled date of completion shall not constitute a waiver of liquidated damages.

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

5. INSURANCE: The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been obtained. The CONTRACTOR shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-: VI:

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

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

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

B. All insurance required by this section shall apply on a primary basis. Contractor agrees that it will not cancel or reduce said insurance coverage. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractors expense, the premium thereon.

AGREEMENT

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

D. At all times during the term of this Agreement, Contractor shall maintain on file with City a certificate of insurance, in a form acceptable to City showing that the aforesaid policies are in effect in the required amounts. The general liability and automobile policies shall contain or be endorsed to contain a provision including the Indemnified Parties as additional insureds. Consultant shall promptly file with City such certificate or certificates and endorsements if applicable. Coverage for the additional insureds shall apply to the fullest extent permitted by law. Additional Insured Endorsements shall not

1. Exclude "Contractual Liability"
2. Restrict coverage to the "Sole" liability of Contractor
3. Exclude "Third-Party-Over Actions"
4. Contain any other exclusion contrary to the Contract

E. No Policy required by this section shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the Indemnified Parties.

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

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

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

G. The policy of insurance provided for in subparagraph A. shall contain an endorsement which:

- (1) Waives all right of subrogation against all persons and entities specified in subparagraph 4.H.(2) hereof to be listed as additional insureds in the policy of insurance provided for in paragraph A. by reason of any claim arising out of or connected with the operations of CONTRACTOR or any subcontractor in performing the work provided for herein;

AGREEMENT

- (2) Provides it shall not be canceled or altered without thirty (30) days' written notice thereof given to CITY by registered mail.

H. Each such policy of insurance provided for in paragraph A. shall:

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

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until thirty (30) days after receipt by CITY of a written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."

- (5) Otherwise be in form satisfactory to CITY.

I. The CONTRACTOR shall at the time of the execution of the contract present the original policies of insurance required in paragraph A., hereof, or present an endorsement of the insurance company, showing the issuance of such insurance, and the additional insureds and other provisions required herein.

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

AGREEMENT

misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY, and in connection therewith:

- a. The CONTRACTOR will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.
- b. The CONTRACTOR will promptly pay any judgment or award rendered against the CONTRACTOR or CITY covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the CONTRACTOR hereunder or reasonable settlement in lieu of judgment or award, and the CONTRACTOR agrees to save and hold the CITY harmless therefrom.
- c. In the event CITY is made a party to any action or proceeding filed or prosecuted against the CONTRACTOR for damages or other claims arising out of or in connection with the project, operation, or activities of the CONTRACTOR hereunder, the CONTRACTOR agrees to pay to CITY any and all costs and expenses incurred by CITY in such action or proceeding together with reasonable attorneys' fees.

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

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

8. INELIGIBLE SUBCONTRACTORS: The CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform on the project pursuant to § 1777.1 and § 1777.7 of the Labor Code.

9. CONTRACT PRICE AND PAYMENT: CITY shall pay to the CONTRACTOR for furnishing the material and doing the prescribed work the unit prices set forth in accordance with CONTRACTOR's Proposal dated **July 20, 2014**.

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

11. EFFECT OF PARTIAL INVALIDITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement and any application of the terms shall remain valid and enforceable under this Agreement or California law.

AGREEMENT

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

CONTRACTOR

M. C. ALYEA CONSTRUCTION
5161 Hedrick
Riverside, CA 92505

CITY

CITY OF MONTLAIR, CALIFORNIA
5111 Benito Street
Montclair, CA 91763

Name

Paul M. Eaton
Mayor

Title

Date _____

ATTEST:

Name

Yvonne L. Smith
Deputy City Clerk

Title

Date _____

APPROVED AS TO FORM:

Diane E. Robbins
City Attorney

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 14-77 WITH RESOURCE ENVIRONMENTAL, INC., TO PERFORM LEAD ABATEMENT AND INSTALLATION OF NEW BALLISTIC RUBBER MEDIA IN THE FIREARMS SHOOTING RANGE	DATE: August 18, 2014 SECTION: AGREEMENTS ITEM NO.: 2 FILE I.D.: PDT725/REF165 DEPT.: POLICE
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REASON FOR CONSIDERATION: The Police Department's firearms shooting range is used by Department personnel and members of outside agencies six to ten times per month. Leaded and reduced-lead ammunition creates lead buildup in the range requiring significant and costly maintenance to ensure lead contamination is maintained at a safe level. The City Council is requested to consider approval of Agreement No. 14-77 with Resource Environmental, Inc., to perform comprehensive lead abatement and installation of new ballistic rubber media in the bullet trap to facilitate the transition to a lead-free facility.

A copy of proposed Agreement No. 14-77 is attached for the City Council's review and consideration.

BACKGROUND: Aside from annual range training in June and occasional rifle training, in-house range training is conducted with Winchester WinClean ammunition to mitigate lead buildup. WinClean ammunition is made with lead- and heavy-metal-free primers and brass-enclosed bases that prevent lead vaporization from the bullet's base. The result is less smoke, less barrel residue, and cleaner guns and shell casings. Lead-free frangible ammunition designed to disintegrate into tiny particles upon impact is also used at the range. Frangible ammunition is typically made of nontoxic metals and is frequently used at ranges where lead abatement is a concern. Even with these precautionary measures in place, the range is susceptible to, and has sustained, ongoing lead contamination.

On June 17, 2013, the City Council authorized the use of H2 Environmental Consulting Services, Inc., to test lead contamination levels in the range and create a Lead Safety Program designed ensure acceptable levels could be subsequently maintained. H2 performed the initial baseline testing of the range in August 2013 and provided a report on its findings in 2014, which included a scope of work for lead abatement that would essentially create a lead-free environment. Based on H2's findings and recommendations, staff subsequently shifted its focus from creating a low-lead facility requiring use of clean ammunition to decrease the level of lead buildup to a lead-free facility.

Transitioning to a lead-free facility would require a comprehensive cleaning and wet-washing of all surfaces to remove lead contamination, encapsulating surfaces that cannot

Prepared by: <u><i>Judy Bl</i></u>	Reviewed and Approved by:	Prepared by: <u><i>R. Arnes</i></u>
Proofed by: <u><i>Sharon Gajanan</i></u>	Presented by:	<u><i>David C. Turner</i></u>

be wet-washed; decontamination of ductwork; removal of lead projectiles; removal and disposal of contaminated filters; and removal, disposal, and replacement of ballistic rubber media in the bullet trap, all of which would be performed pursuant to proposed Agreement No. 14-77.

The following three bid quotations were received for lead-abatement services:

<i>Vendor</i>	<i>Bid Amount</i>
Resource Environmental, Inc.	\$29,451
Environmental Logistics	\$34,327
Brickley Environmental	\$47,740

Staff spoke in-depth with representatives from each of the vendors. Not only did Resource Environmental provide the lowest bid among the three vendors, but its staff demonstrated superior knowledge of lead-abatement processes, particularly with regard to shooting ranges. Resource Environmental also owns all of the equipment necessary to perform the services while its closest competitor, Environmental Logistics, would hire a subcontractor to provide the same equipment.

FISCAL IMPACT: Should the City Council approve this item, an expenditure in the amount of \$29,451 would be made from the Police Department Fiscal Year 2014-15 Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 14-77 with Resource Environmental, Inc., to perform lead abatement and installation of new ballistic rubber media in the firearms shooting range.

CITY OF MONTCLAIR

AGREEMENT FOR INDOOR GUN RANGE LEAD MATERIAL ABATEMENT

MONTCLAIR POLICE FACILITY

THIS AGREEMENT is made and effective as of August 19, 2014, between the City of Montclair, a municipal corporation ("City") and Resource Environmental, Inc., a corporation ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the August 19, 2014, and shall remain and continue in effect until tasks described herein are completed, but in no event later than October 2, 2014, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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

4. CITY MANAGEMENT

City's Police Captain shall represent City in all matters pertaining to the administration of this Agreement, and review and approval of all products submitted by Contractor, but not including the authority to enlarge the Tasks to be performed or change the compensation due to Contractor. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Contractor's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The City agrees to pay Contractor in accordance with the payment rates and terms and the schedule of payment as set forth in the cost proposal marked Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full. This amount shall not exceed \$29,451.00 unless additional payment is approved as provided in this Agreement.

(b) Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Contractor at the time City's written authorization is given to Contractor for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the total amount, but in no event shall total compensation exceed Ten Thousand Dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Contractor will submit an invoice for actual services performed and a certified payroll verifying that prevailing wages were paid. Said invoice shall detail all costs, rates and hours for individual tasks. The Invoice and certified payroll shall be submitted, as soon as practical, for services provided. Payment shall be made within thirty (30) days of receipt of the invoice and certified payroll as to all undisputed fees. If the City disputes any of the Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONTRACTOR

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

(b) If the City Manager or his/her delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Contractor a written notice of the default. The

Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

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

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

9. INDEMNIFICATION

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

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits,

actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractor of Contractor. Said indemnification shall include any claim that Contractor, or Contractor's employees or agents, are considered to be employees of the City or are entitled to any employee benefits from City, including but not limited to those available under Public Employees Retirement Law.

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

10. INSURANCE

(a) Types of Required Coverages. Without limiting the indemnity provisions of the Contract, the Contractor shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(1) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, with minimum limits of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and \$2,000,000 aggregate total bodily injury, personal injury and property damage. Commercial General Liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

(2) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), including owned, nonowned, and hired autos, or the exact equivalent, with minimum limits of \$1,000,000 for bodily injury and property damage, each accident. If Contractor owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

(3) **Workers' Compensation:** Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

(b) Endorsements. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

(1) The insurance coverages required by Section (a)(1) Commercial General Liability; and Section (a)(2) Automobile Liability Insurance shall contain the following provisions or be endorsed to provide the following:

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Contract. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

- i. Be limited to "Ongoing Operations"
- ii. Exclude "Contractual Liability"
- iii. Restrict coverage to the "Sole" liability of contractor
- iv. Exclude "Third-Party-Over Actions"
- v. Contain any other exclusion contrary to the Contract

Primary Insurance: This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(2) The policy or policies of insurance required by Section (a)(3) Workers Compensation shall be endorsed, as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(c) Notice of Cancellation. Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for nonpayment of premium.

(d) Waiver of Subrogation. Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision.

(e) Evidence of Insurance. The Contractor, concurrently with the execution of the contract, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is canceled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Deductible or Self-Insured Retention. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(g) Contractual Liability. The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this contract.

(h) Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Contract. In addition, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

(i) Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

(j) Claims Made Policies. If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor's Contract with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least three (3) years from termination or expiration of this Contract.

Upon expiration or termination of coverage of required insurance, Contractor shall procure and submit to City evidence of "tail" coverage or an extended reporting

coverage period endorsement for the period of at least three (3) years from the time that all work under this contract is completed.

(k) Insurance for Subcontractors. Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the City as an Additional Insured to the Subcontractor's policies.

11. INDEPENDENT CONTRACTOR

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractor's be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

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

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii)

delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: Mr. Robert Avels
Police Captain
City of Montclair
5111 Benito
Montclair, CA 91763

To Consultant: Mr. Nestor Reyes, Project Manager
Resource Environmental, Inc.
PO Box 2077
Paramount, Ca. 90723

17. LICENSES

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

18. GOVERNING LAW

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

19. ENTIRE AGREEMENT

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

20. CONFIDENTIALITY

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

21. DISCRIMINATION

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

22. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CITY:
CITY OF MONTCLAIR

CONTRACTOR:
RESOURCE ENVIRONMENTAL, INC.

Paul M. Eaton
Mayor

Nestor Reyes
Project Manager

ATTEST:

Sloan Cooper
Owner

Yvonne L. Smith
Deputy City Clerk

APPROVED AS TO FORM:

Diane E. Robbins
City Attorney

EXHIBIT A
City Of Montclair Indoor Gun Range, Lead Material Abatement,
Scope of Work

1.1 DESCRIPTION OF WORK

- A. The Work covered by this section includes the wipe down and encapsulation of Lead contaminated dust, handling of Lead contaminated dust which is encountered during the cleanup activities of all Lead contaminated dust including, but not limited to interior brick walls and wall attachments (electrical conduits/panels, 1'x1' wall and ceiling tiles), HVAC exhaust ducts, and the incidental procedures and equipment required to protect workers and occupants of the building, or both, from contact with airborne Lead dust, fallen dusts containing Lead. The work also includes the proper disposal of the removed Lead contaminated dust at an approved disposal site according to current Federal, State, Regional, or Local regulations that apply.
- B. The Contractor shall supply all labor, materials, equipment, services, insurance and incidentals which are necessary or required to perform the Work. The Work shall be performed in accordance with applicable governmental regulations and these Specifications.
- C. The Contractor will be responsible for all medical monitoring before and after abatement in accordance with applicable laws and regulations including without limitation OSHA 29 CFR 1910.1025, 1926.62 and Title 8, CCR 1532.1.
- D. The Contractor will be responsible for all environmental and health and safety monitoring including without limitation conducting personal breathing zone monitoring and the posting of results and all required disposal tests.
- 19. The **Consultant (H2 Environmental)** will be responsible for completing all Lead waste characterization testing requirements prior to the removal activities so the proper Lead waste stream can be identified for each material. Based on the sample analysis the Contractor must make every effort to minimize the waste stream utilizing industry accepted standards.
- F. The Contractor will be responsible for the removal as specified and the storage, transportation and disposal of all Lead materials removed from surfaces as well as all removed components in the affected area.
- G. This Lead specification is general in scope to cover conditions that most often occur. However, the Contractor is bound only by the applicable portions of the specification. Additional or specific instructions to the Contractor may be added as part of the Scope of Work of a contract. In such cases, the Contractor is bound by those special provisions or requirements.

1.2 RELATED WORK This specification contains the requirements of the current Federal and State regulations for occupational exposure to Lead and Lead bearing compounds.

1.3 SCOPE

This specification covers the wipe down of Lead contaminated dust as defined below:

City Of Montclair Indoor Gun Range, Lead Material Abatement, Scope of Work

City of Montclair Indoor Gun Range

COMPONENT / SUBSTRATE	LOCATION	LEAD Dust Cleanup
Rubber Material & Bullets That Are Captured Within The Rubber	Gun Range Backstop & Catch Basin 1 & 2	Decontamination All Surfaces Using A HEPA Vacuum And Wet Cleaning Agents To Remove Lead Dust & Bulk Debris From The Work Areas
Lead Contaminated Dust And Bulk Debris	Gun Range Line 1	
	Gun Range Line 2	
	Shooting Station	
	Control Room	
	Range Ready Room	
	Range Office	
	Weapon Cleaning Room	
	Corridor	
	HVAC Units On Roof	
	Duct Work Ventilation System With In The Gun Range And Work Areas	
Restrooms		

- 2.1 **WORK PROCEDURE** All Lead removal work must be performed in accordance with Federal, State and local regulations. The following procedures that are known to control the release and spreading of Lead dust must be utilized at all times:
- A. Wet removal procedures.
 - B. Protective clothing must be worn where workers are in contact with Lead dust to prevent spread of contamination.
 - C. Eating, drinking and smoking is prohibited in Lead dust removal or control areas.
 - D. Local exhaust ventilation and enclosures to enclose the Lead dust removal operations, when feasible.
 - E. Housekeeping: All surfaces shall be maintained as free as practicable of accumulations of lead, clean change areas and showers where feasible, shall be provided for workers whose lead exposure exceeds the PEL, adequate hand-washing facilities shall be available and utilized for all activities involving Lead.
- 2.2 **REMOVAL & CONTROL AREA (ENCLOSED)** for the interior removal of contaminated dust that contain lead. This method of Lead control shall be used and the following procedures are required:
- A. Seal the openings where the release of Lead could occur outside the work area with two (2) layers of 6-mil flame retardant poly secured with duct tape (i.e., windows, doorways, HVAC systems, and any other openings).
 - B. Cover floors with a minimum of one (1) layer of 6-mil flame retardant poly secured with duct tape.
 - C. As directed by the consultant, utilization of negative air machines for total enclosures or for partial enclosures.

City Of Montclair Indoor Gun Range, Lead Material Abatement, Scope of Work

- D. Control measures are dictated by the amounts of Lead in the air. When the PEL is exceeded additional engineering controls, as stated in the OSHA Lead in Construction standards, apply.
- 2.4 DECONTAMINATION AREA/ WASTE LOAD-OUT
- A. Construct the following Worker decontamination enclosure system contiguous to or adjacent to the work area:
1. An equipment or dirty room with two doorways, one to the work area and one to the shower room.
 2. If feasible, a shower room with two doorways, one to the equipment room and one to the clean room. The shower room shall contain at least one shower with hot and cold water. The Contractor shall ensure that the shower enclosure system does not leak. Additionally, the shower shall always contain an ample supply of soap, shampoo and clean dry towels. The Contractor shall utilize a three-stage water filtration system prior to release of shower water into a leak-tight labeled drum. The water shall be profiled for Lead content and subsequently disposed of properly.
 3. A clean room with one doorway into the shower and one entrance/exit to non-contaminated areas. The clean room shall possess sufficient space for storing the Workers' street clothes, towels and other non-contaminated items.
- B. Workers shall change clothes exclusively (i.e. dress and undress) within the clean room. If additional space is required for changing clothes, the Contractor shall construct modesty rooms (if inside the building, use black polyethylene sheeting, if outside the building, use 1/2" plywood).
- C. The Worker decontamination enclosure system should exist independently of the facility but contiguous to the work area (i.e. building facilities such as toilets, sinks and showers shall not be used in constructing the decontamination enclosure system).
- D. The Worker decontamination area shall be under negative air pressure at all times. Additionally, the Contractor shall provide sufficient quantities of make-up air to the work area.
- E. The Contractor shall construct a waste load-out wash down station contiguous to the equipment room or work area. The waste load-out area shall be constructed with a minimum of two layers of 6-mil polyethylene sheeting and secured with duct tape.
- F. The Contractor shall move all materials or equipment from the work area through the waste load-out or equipment decontamination room according to the following sequence:
1. The Contractor shall establish air locks at the entrance to the waste load-out area.
 2. All ingress and egress from the waste load-out area shall take place between the work area's separate airlock and the wash down station.
 3. The Workers shall thoroughly wet contaminated equipment and waste bags in the work area and pass the equipment, bags into the wash room. After the Workers pass the equipment, bags into the wash room, they shall repeat the wet cleaning and place the equipment into the second chamber of the waste load-out

City Of Montclair Indoor Gun Range, Lead Material Abatement, Scope of Work

facility. All Workers in the waste load-out facility shall wear full protective clothing and appropriate respiratory protection. If rented equipment is used, it must be completely decontaminated. Surface dust wipe tests may be necessary.

- G. Lunch Room & Facilities: The Contractor shall provide a separate place for the employees to eat and rest that is not contaminated with Lead dust. Contaminated clothing and devices shall be prohibited from any eating lunch room area.
- 2.5 CONTROLLING OFFSITE DISPERSAL The Contractor must implement control measures to contain Lead dust and debris within the Work Area including without limitation:
- A. Control and limit access to the Lead work areas.
 - B. Limit tracking of dust and debris.
 - C. Implement a program of ongoing cleanup.
- 2.6 CLEANUP AND AIR MONITORING The Contractor shall be responsible for not exceeding the OSHA established PEL during the preparation, removal and cleanup operations relating to Lead. If levels at any time exceed the PEL, it shall be the Contractor's responsibility to initiate proper engineering controls and work practices until airborne Lead is reduced to below the OSHA PEL.
- 2.7 DISPOSAL OF LEAD WASTE H2 Environmental (Consultant) shall be responsible for the performance of all collection and analysis of generated lead waste for disposal. The Contractor will observe all sample collection and shall be provided copies of the sample analysis prior to disposal of the material. This includes, but is not limited to TTLC and STLC/TCLP testing.
- A. As work progresses and to prevent exceeding available storage capacity on site, the Contractor shall remove sealed and labeled containers of waste from the site and dispose of such containers at an authorized disposal site in accordance with applicable regulations.
- 2.7.1 The Contractor shall contact the regional EPA, State, and local authorities to determine Lead paint debris disposal requirements. The requirements of Resource Conservation and Recovery Act (RCRA) shall be complied with as well as applicable state solid waste plan requirements. The Contractor shall ensure that applicable local, state and federal permits are obtained for transportation of hazardous materials and that all waste materials are properly classified for proper transport and disposal. During the renovation / demolition activities, the Contractor shall not leave debris in the yard or nearby property, incinerate debris, dump waste by the road or in an unauthorized dumpster, or introduce Lead-contaminated water into storm (will not be flushed down yard inlet or street drain) or sanitary sewers (will not be flushed down toilet or other household drain).
- 1. If the component is greater in size than 60mm, which is the California definition of debris;
 - 2. flaking powder or any other delamination;
 - 3. If the Lead waste does not exceed 50 mg/kg using the TTLC procedure or;
 - 4. If the Lead waste does not exceed 5.0 mg/L using the STLC procedure ;

City Of Montclair Indoor Gun Range, Lead Material Abatement, Scope of Work

NOTE: A letter from the landfill will be required to acknowledge the receipt of Lead-containing materials.

- B. Lead painted metal adhered to components that does not exhibit any cracking, peeling, or flaking or any other delamination may be recycled. It is the Contractor's responsibility to locate a metal recycling company who will accept the Lead painted metal components. A signed letter indicating the knowledge of the Lead painted metal components and acceptance by the recycling company must be submitted to the Consultant prior to the transfer of the components off-site.
- 2.7.2 Testing on Lead waste materials generated by the Contractor by use of the TTLC, STLC or TCLP Procedure will be completed by H2 Environmental.
- 2.7.3 The following materials shall be tested to determine whether or not they are hazardous.
- A. shower waste water
 - B. dust from HEPA filters and from damp sweeping
 - C. All Lead adhered components removed from buildings. Like components should be tested together to reduce the potential for disposal as RCRA waste
 - D. plastic sheets, duct tape, or tape used to cover floors and other services during the Lead dust & bulk debris removal
 - E. solvents used during cleanup processes
 - F. liquid waste, such as wash water used to decontaminate components and liquid waste
 - G. rags, sponges, mops, HEPA filters, respirator cartridges, scrapers, and other materials used for testing, removal and cleanup
 - H. disposable work clothes and respirator filters
 - I. any other items contaminated with Lead.
- 2.7.4 Non-Hazardous Solid Waste (as determined by testing). The Contractor shall place Lead-based debris, and Lead dust in double (4-mil) or single (6-mil) polyethylene bags that are air-tight and puncture-resistant. Pieces of wood or other types of substrates that do not fit into plastic bags will be wrapped with 6-mil polyethylene sheeting and labeled independently with appropriate warning verbiage, tracking classification labels in accordance with local, state and federal regulations and/or may use metal DOT drums as primary labeled containers.
- 2.7.5 The Contractor will place all disposable cleaning materials, such as sponges, mop heads, filters, disposable clothing, and brooms in double (4-mil) or single (6-mil) plastic bags and sealed.
- 2.7.6 The Contractor shall clean surfaces and equipment and bag large debris. The Contractor shall then remove plastic sheeting and tape from covered surfaces. Prior to removing the plastic sheeting, the Contractor shall lightly mist the sheeting in order to keep dust down and fold inward to form tight small bundles to bag for disposal. The Contractor shall place all plastic sheeting in double (4-mil) or single (6-mil) thick plastic bags and seal.
- 2.7.7 The Contractor shall bag and seal vacuum bags and filters in double (4-mil) or single (6-mil) thick plastic bags.

City Of Montclair Indoor Gun Range, Lead Material Abatement, Scope of Work

- 2.7.8 The Contractor shall place all contaminated clothing or clothing covers used during removal and cleanup in plastic bags for disposal prior to leaving equipment room.
- 2.7.9 The Contractor shall place solvent residues and residues from strippers in drums made out of materials that cannot be dissolved or corroded by chemicals. Solvents will be tested by the Contractor to determine if they are hazardous. Solvents, caustic and acid waste must be segregated and not stored in the same containers.
- 2.7.10 The Contractor shall contain and properly dispose of all liquid waste, including Lead-dust contaminated wash water.
- 2.7.11 The Contractor shall HEPA vacuum the exterior of all liquid waste containers prior to removing the waste containers from the work area and shall wet wipe the containers to ensure that there is no residual contamination. Containers should then be moved out of the work area into the designated storage area.
- 2.7.12 The Contractor shall carefully place the containers into the truck or dumpster used for disposal.
- 2.7.13 The Contractor shall ensure that all waste is transported in covered vehicles to a landfill, or lined landfill, if available.
- 2.7.14 If the Contractor subcontracts the removing of the Lead waste, he shall insure that the company removing the waste material adequately covers all loads so as to assure that no dust or debris is released.
- 2.7.15 Disposal of Hazardous Waste (as determined by testing). The Contractor will be required to comply with the Resource Conservation and Recovery Act (RCRA) and any other applicable federal, state, local requirements.
- 2.7.16 Waste Containers. The Contractor will comply with EPA, and DOT regulations for containers. The Contractor shall contact the state and local authorities to determine their criteria for proper containerization of RCRA Lead waste, California hazardous Lead waste and non-hazardous Lead waste. The more stringent regulations shall apply to the proper containerization of the identified Lead waste.
- 2.7.17 Waste Transportation. If the Contractor is not a certified hazardous waste transporter, a contract shall be entered into with a certified transporter to transport the waste. The Contractor shall require the certified hazardous waste transporter to follow all applicable hazardous waste transportation regulations.

Please note that the regulatory guidance issued by Waste Evaluation Department of Toxic Substance Control on Lead painted building debris dated 6/13/94 is not a variance but a regulatory guidance and will not be interpreted as a variance from RCRA, Federal guidelines or HUD guidelines.

2.8 FINAL INSPECTION AND TESTING:

- A. After thorough cleaning of the work space, and satisfactory degree of cleanliness has been achieved, the Contractor shall notify the Consultant (H2 Environmental) that the work area is ready for a final visual inspection. The Consultant and the Contractor shall then visually inspect the work area for the detection of any visible Lead dust or contamination. If the visual inspection does not reveal any dust or other signs of contamination the area is considered complete.

City Of Montclair Indoor Gun Range, Lead Material Abatement, Scope of Work

B. The Consultant (H2 Environmental) may perform Lead dust wipe surface sampling on the horizontal, vertical surfaces areas in accordance with the clearance requirements specified in the HUD Regulations.

EXHIBIT A
City of Montclair Indoor Gun Range, Lead Material Abatement,
Scope of Work Addendum

1. **Ballistic Rubber Media Removal and Installation**

The Contractor shall remove and properly dispose of all existing ballistic rubber media from gun range backstops #1 and #2. The Contractor will be supplied with new "SBR" type ballistic rubber media and fire retardant, which the Contractor shall install in accordance with the manufacturer specifications. The new "SBR" ballistic rubber will be loose resilient particles approximately $\frac{3}{4}$ inch to $1\frac{1}{4}$ inch in size and shall be installed to a minimum depth of twenty-four (24) inches and the supplied fire retardant shall applied in accordance with the manufacturer specifications. The ballistic rubber media will be 99.99% free of fiber and 100% free of steel by weight.

EXHIBIT B

RESOURCE

RESOURCE Environmental, Inc.
P. O. Box 2077 • Paramount • CA • 90723
tel 562 - 468 - 7000 fax 562 - 468 - 0600

July 25, 2014

COST PROPOSAL

Captain Robert Avels
Montclair Police Department
4870 Arrow Hwy
Montclair, CA 91763

**Re. 4870 Arrow Hwy, Montclair PD
Demolition and Abatement
Proposal No. RE1929**

Resource Environmental, Inc. (RE) is pleased to provide this cost proposal for furnishing all labor, materials, normal tools and equipment, disposal, notifications, and associated corporate profit and overhead necessary to perform the following scope of work in accordance with all applicable local, state, and federal rules and regulations.

Bid Documents/Information

•Other:	City Of Montclair Indoor Gun Range, Lead Material Abatement, Scope of Work
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Scope of Work

Lead

Perform lead dust cleaning as per above detailed scope of work to HEPA vacuum and wet wipe Gun Range Line 1, Line 2, Shooting Station, Control Room, Range Ready Room, Range Office, Weapon Cleaning Room, Corridor, HVAC Units on Roof, Duct Work Ventilation System With In The Gun Range, Restroom and Work Areas

Work will be performed with accordance to the regulations and scope provided by the city of Montclair

Price is based on paying prevailing wage

Additive Alternates:

1. Perform waste stream analysis on accumulated waste, if waste is to be disposed of as RCRA waste
2. Perform waste stream analysis on accumulated waste, if waste is to be disposed of as construction debris

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License No. 864417

Owner/Agent/Prime Contractor Responsibilities

The owner/agent/prime contractor is responsible for all auxiliary work/services necessary to complete our work which is not provided for in the above scope of work; including, but not limited to power, water, safe-off/disconnection/capping/protection of all utility systems, adequate space for ingress/egress to work area, barriers, fencing, barricades, site security, traffic control, fire-watch, noise abatement, toilet facilities, removal/relocation of work area contents within work areas, etc.

Anticipated Completion Schedule

5 days are needed to perform scope detailed above

One move-on is provided for in the below pricing to complete all work.

Work will be scheduled after RE has received the RE Project Information Form and after mandatory notices to the local Air Quality Management District and OSHA Office have been filed.

Conditions/Assumptions/Exclusions

1. Work to be performed in a workmanlike, substantial manner by **non-union work crews** utilizing industry-standard methodologies during **regular working hours in one mobilization**
2. This proposal remains valid for **sixty calendar days**.
3. Nothing in this proposal should be construed as a promise to deliver nor a binding commitment until such time as contractual terms have been finalized. Upon acceptance, this proposal in its entirety shall be made part of an executed contract and in accordance with RE Terms and Conditions of Proposal—January 2014 Revision. Work beyond the scope of work as detailed herein shall be completed on a Time and Material basis in accordance with RE Time and Material Terms and Pricing—January 2014 Revision. In the event of a dispute, the prevailing party shall be entitled to reasonable attorney/court costs.
4. **Payment** 100 % payment due within thirty (30) days upon substantial completion of the work. Payment for work completed the preceding month shall be received by the tenth (10th) of the following month and payment in full shall be made within thirty (30) days of completion. A charge of 2% per month (24% per year) will be charged on past due accounts. Payment in full shall be made if a break of continuity of work exceeds forty-five (45) days.
5. **Exclusions** The following are **excluded from this cost proposal**, unless specifically included in the above scope of work. If required, these excluded items must be provided by others to ensure the timely completion of our work.
 - a.) Disconnect, capping and removal/protection of all facility utility/systems inclusive of mechanical, electrical, plumbing, communication, computer, fire-life-safety, etc.
 - b.) Permits, fees, notifications, etc. beyond those required by AQMD and OSHA for demolition/asbestos/lead-related work.
 - c.) Minor damage to floors, walls, ceilings and other building structures and systems resulting from normal demolition/abatement work procedures. Loss of contents and property remaining onsite beyond RE's mobilization date.
 - d.) Hazardous Material Abatement Exclusions:
 - Services of an independent industrial hygienist to perform both onsite monitoring and clearance sampling (mandatory OSHA compliance air monitoring is included). Final inspections and clearance reporting must be provided before demolition work can begin.
 - Handling of hazardous/ regulated building materials not specifically identified in above Scope of Work section.
 - RE cannot act as an insurer or certify that the site will be left asbestos/lead/mold-free.
 - Protection of roofing after roof tear-off work.
 - Unforeseen conditions.
 - e.) Demolition Exclusions:
 - Salvage by others (RE retains all salvage rights).
 - Use of franchise haulers, City Waste Hauling Franchise Fee
 - Demolition debris to be disposed of at a Class 3 landfill or transported to a recycle facility.
 - Work outside of building footprint.
 - Selective demolition work for specialty trades; this includes preparation of floors, walls and other surfaces.
 - Removal of pilings, caissons, footings, excessive concrete and all other below 3 ft., aggregate base and sand below slabs, debris laden or contaminated soils.
 - Removal of trees and associated root balls if included is limited to roots up to 1" diameter adjacent to root ball.

- Utility disconnect and capping.
 - City waste hauling franchise fees, taxes/surcharges for disposal at landfill sites, use of franchise haulers.
 - Shoring, lagging, underpinning and bracing.
 - Excavation, grading, backfill and compaction.
 - Testing, engineering, staking and layout.
 - Patching of paving.
 - Abandonment, relocation, protection.
 - SWPPP (Storm Water Pollution Prevention Program) and Erosion control.
- f.) Bonds.
6. RE reserves the right to extend contract completion schedules and charge for extended overhead due to delays caused by others or beyond RE's control.
 7. Upon substantial completion, Owner/Contractor's Representative shall have the opportunity to generate a single punch list, detailing all items required for scope of work completion.
 8. Upon receipt of payment-in-full, RE shall provide a project-specific **Post Job Submittal** containing all project related documentation inclusive of agency notifications, field reporting, waste manifesting, contractor licensing, etc. In today's litigious, health-and-safety conscious, government-regulated environment it is an important document package, as it represents evidence of correctly remediating the hazard—we highly recommend that you save this document.

Pricing Schedule

Lump sum price for above scope of work:	
Base Scope of Work.....	\$23,451.00
Additive Alternates:	
Dispose of materials as RCRA waste.....	\$6,000.00
Dispose of materials as construction debris	\$850.00

Contractors are regulated by the Contractors State License Board and required by law to be licensed. Questions concerning a contractor should be addressed to the Registrar of the Board: Contractor's State License Board, 1020 N Street, Sacramento, CA 95814.

Certifications, licenses, proof of insurance and additional information will be furnished upon request.

Thank you for the opportunity to provide this cost proposal. Please contact me at (562) 468-7000 to answer any questions.

Respectfully submitted,
Resource Environmental, Inc.

CSLB License No. 864417

Nestor Reyes
nestor@resource-env.com

Authorization to proceed and acceptance of proposal in accordance with Resource Environmental, Inc. Terms and Conditions of Proposal—January 2014:

RE Proposal:

Date:

Company: _____

Name and Title: _____

Signature: _____

Date: _____

Purchase Order No. _____

RE will proceed with preparation and submittal of required governmental notifications, insurance certifications and pre-construction submittal and schedule work ONLY AFTER RE has received the RE Project Information Form—contact RE if you have not received this form.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION
NO. 14-3046 OPPOSING PROPOSITION 47,
THE SAFE NEIGHBORHOODS AND SCHOOLS
ACT OF 2014

DATE: August 18, 2014

SECTION: RESOLUTIONS

ITEM NO.: 1

FILE I.D.: STG200

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: Proposition 47, if approved by California's voters, would reduce the penalty for some nonviolent crimes from a felony to a misdemeanor. The measure would reduce the sentencing of felonies to simple misdemeanors including shoplifting, theft, forgery, fraud, possession of narcotics, and possession of concentrated cannabis.

The City Council is requested to consider adoption of Resolution No. 14-3046 opposing Proposition 47. A copy of proposed Resolution No. 14-3046 is attached for the City Council's review and consideration.

BACKGROUND: Proposition 47, the Safe Neighborhoods and Schools Act of 2014, is a voter initiative for the November 2014 California ballot that, if approved, would change sentencing for some nonviolent crimes from a felony to a misdemeanor. The measure would reduce the sentencing of felonies to simple misdemeanors for shoplifting, theft, forgery, fraud, possession of narcotics, and possession of concentrated cannabis.

Proposition 47 would maintain current laws for registered sex offenders and anyone with prior convictions for rape, murder, or child molestation.

The measure would reclassify the following nonviolent crimes from felonies to misdemeanors:

- Shoplifting. Entering a commercial establishment during business hours with intent to commit larceny of property not exceeding \$950 would no longer be commercial burglary. Instead, the conduct would be defined as shoplifting, which is defined as a misdemeanor.
- Theft. Under current law, theft can be charged as either a misdemeanor or a felony, but the proposed measure would reclassify theft as misdemeanor if the person is forging a financial instrument that does not exceed \$950. This includes theft of vehicles or firearms.

Prepared by:

Miker Fuentes
[Signature]

Reviewed and
Approved by:

[Signature]
[Signature]

Proofed by:

Presented by:

- Forgery. Under current law, forgery can be charged as either a misdemeanor or a felony, but the proposed measure would reclassify forgery as misdemeanor if the person is forging a financial instrument that does not exceed \$950.
- Writing Bad Checks and Check Forgery. Under current law any fraudulent check under \$450 is a misdemeanor, unless the defendant has previously been convicted of a similar offense. Under the proposed measure the threshold for a fraudulent check would increase to \$950 per individual check and would require an individual to have three prior convictions for the crime to be considered a felony.
- Receiving Stolen Property. Under current law, receipt of stolen property can be charged as either a misdemeanor or a felony, with District Attorneys being given discretion to charge a misdemeanor if the value of the property does not exceed \$950. Under the proposed measure, a receipt of stolen property valued less than \$950 would be considered a misdemeanor. This would include stolen firearms.
- Petty with a Prior. Under current law, a person who has more than three priors for theft could be charged as a felony. Under the proposed measure, a felony charge will only lie if the person has been previously convicted of a serious or violent felony and they have one theft-related prior.
- Drug Possession. Under the proposed measure, all drug possession cases will be reduced to misdemeanors regardless of drug. Possession of such drugs as heroin, cocaine, date rape drugs, methamphetamines, etc. would be considered a misdemeanor regardless of whether the drug is intended for personal or predatory purposes.

Proponents estimate that reducing the above mentioned crimes to misdemeanors would result in public safety savings ranging from \$150 million to \$250 million annually. Included in the measure is the creation of the "Safe Neighborhoods and Schools Fund" which would use the purported costs to fund various crime reduction provisions.

The cost savings would be determined by the Department of Finance and moneys directed to the Safe Neighborhoods and Schools Fund according to the following formula:

- 25 percent to the Department of Education for administering a public agency grant program focused on public school crime prevention and student victim support programs in K-12 schools.
- 10 percent to the Victim Compensation and Government Claims Board for crime victim trauma recovery services.
- 65 percent to the Board of State and Community Corrections for a public agency grant program focused on supporting mental health and substance abuse treatment programs to reduce recidivism.

If approved, Proposition 47 would further permit resentencing for anyone currently serving a prison sentence for any of the offenses that would be reclassified. It is estimated that up to 10,000 California State Prisoners would be eligible for early release.

If approved, Proposition 47 would send a terrible message to criminals and severally jeopardize public safety throughout the State with the possible release of thousands of California State Prisoners and further strain the public safety system. Furthermore, it would promote a culture of lawlessness where criminals receive a “slap on the wrist” for committing crimes that reduce the integrity of society.

Proposition 47 is a dangerous and radical package of ill-conceived policies that are wrapped in a poorly drafted initiative that would endanger Californians and public safety.

The California District Attorneys Association, the California State Sheriffs Association, the California Peace Officers Association, the California Narcotics Officers Association, and the California Fraternal Order of Police all oppose Proposition 47. In addition to law enforcement opposition, Proposition 47 is also being actively opposed by victim's rights groups, most notably by Crime Victim Alliance Action, Crime Victims United of California, and the California Coalition Against Sexual Assault (CalCASA).

FISCAL IMPACT: Adoption of proposed Resolution No. 14-3046 would have no fiscal impact to the City.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 14-3046 opposing Proposition 47, the Safe Neighborhoods and Schools Act of 2014.

RESOLUTION NO. 14-3046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR OPPOSING PROPOSITION 47, THE SAFE NEIGHBORHOODS AND SCHOOLS ACT OF 2014

WHEREAS, Proposition 47, the Safe Neighborhoods and Schools Act, has qualified for the November 4, 2014 ballot; and

WHEREAS, Proposition 47, if approved by California's voters, would reduce the penalty for some nonviolent crimes from a felony to a misdemeanor; and

WHEREAS, Proposition 47 would reduce the sentencing of felonies to misdemeanors for the following crimes:

- **Shoplifting.** Entering a commercial establishment during business hours with intent to commit larceny of property not exceeding \$950 would no longer be commercial burglary. Instead, the conduct would be defined as shoplifting, which is defined as a misdemeanor.
- **Theft.** Under current law, theft can be charged as either a misdemeanor or a felony; but the proposed measure would reclassify theft as misdemeanor if the person is forging a financial instrument that does not exceed \$950.00. This includes theft of vehicles or firearms.
- **Forgery.** Under current law, forgery can be charged as either a misdemeanor or a felony; but the proposed measure would reclassify forgery as misdemeanor if the person is forging a financial instrument that does not exceed \$950.
- **Writing Bad Checks and Check Forgery.** Under current law, any fraudulent check under \$450 is a misdemeanor unless the defendant has previously been convicted of a similar offense. Under the proposed measure, the threshold for a fraudulent check would increase to \$950 per individual check and would require an individual to have three prior convictions for the crime to be considered a felony.
- **Receiving Stolen Property.** Under current law, receipt of stolen property can be charged as either a misdemeanor or a felony, with District Attorneys being given discretion to charge a misdemeanor if the value of the property does not exceed \$950. Under the proposed measure, receipt of stolen property valued at less than \$950 would be considered a misdemeanor. This would include stolen firearms.
- **Petty with a Prior.** Under current law, a person who has more than three priors for theft could be charged as a felony. Under the proposed measure, a felony charge will only lie if the person has been previously convicted of a serious or violent felony and the person has one theft-related prior.

- Drug Possession. Under the proposed measure, all drug possession cases would be reduced to misdemeanors regardless of drug. Possession of such drugs as heroin, cocaine, date rape drugs, methamphetamines, etc. would be considered a misdemeanor regardless of whether the drug is intended for personal or predatory purposes; and

WHEREAS, if approved, Proposition 47 would permit resentencing for anyone currently serving a prison sentence for any of the offenses that would be reclassified; and

WHEREAS, It is estimated that up to 10,000 California state prisoners would be eligible for early release; and

WHEREAS, Proposition 47 would send a terrible message to criminals and severally jeopardize public safety throughout the state with the possible release of thousands of California state prisoners and further strain the public safety system.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby oppose Proposition 47, the Safe Neighborhoods and Schools Act of 2014

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. 14-3046 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. 14-03, A RESOLUTION OF THE SUCCESSOR AGENCY TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY APPROVING AND ADOPTING A REVISED LONG-RANGE PROPERTY MANAGEMENT PLAN PURSUANT TO SECTION 34191.5 OF THE HEALTH AND SAFETY CODE	DATE: August 18, 2014
	SECTION: RESOLUTIONS
	ITEM NO.: 2
	FILE I.D.: SAG090
	DEPT.: SUCCESSOR AGY

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

One of the responsibilities of the Successor Agency pursuant to the Dissolution Act is to prepare a Long-Range Property Management Plan that governs the disposition and use of the real properties of the former redevelopment agency. Pursuant to Health and Safety Code Section 34191.5, the Long-Range Property Management Plan shall be submitted to the Oversight Board and the Department of Finance (DOF) for approval no later than six months following the issuance to the Successor Agency of the DOF's Finding of Completion. The Successor Agency to the City of Montclair Redevelopment Agency received a Finding of Completion from DOF on May 15, 2013; therefore, the deadline for submitting the Long-Range Property Management Plan for the former City of Montclair Redevelopment Agency to OF was November 14, 2013. The Successor Agency adopted a resolution approving the Long-Range Property Management on November 4, 2013, and the Oversight Board approved the Long-Range Property Management Plan on November 13, 2013. Since that time, Successor Agency staff has been working with DOF on making certain changes and revisions to the Plan. It is hoped that these changes and revisions will result in approval of the Successor Agency's Long-Range Property Management Plan.

The Revised Long-Range Property Management Plan for the Successor Agency to the City of Montclair Redevelopment Agency is included in the agenda packet for consideration. However, the Appendices to the Plan have not been included in the agenda because of their extraordinary length. Should anyone wish to view the Appendices, the documents are available for review by contacting Successor Agency staff.

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

Prepared by: M. STAATS
Proofed by: S.A. SHUR

Reviewed and Approved by: M. STAATS
Presented by: S.A. SHUR

real properties of the former redevelopment agency. The following components must be included in the Long-Range Property Management Plan:

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

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

<i>Property</i>	<i>Proposed Disposition</i>
8752 Monte Vista Avenue (Police Impound Center)	Transfer to the City for Governmental Use (One third of the site is leased to Metro Nissan)
4985 Richton Street (Montclair Transcenter)	Transfer to the City for Governmental Use and/or Future Development
9499 Monte Vista Avenue (Freedom Plaza Park)	Transfer to the City for Governmental Use
4960 Palo Verde Street (Metro Nissan Vehicle Sales Lot)	Offer for Sale to Metro Nissan or Continue Lease
5326 San Bernardino Street (Hurst property)	Sale to the City
4385 Holt Boulevard (Proposed Reeder Ranch Park site)	Transfer to the City for Governmental Use
No Street Address (Property remnant from Ramona Avenue Grade Separation Southeast corner State Street and Ramona Avenue)	Offer for Sale
9916 Central Avenue (Ontario-Montclair School District/City Resource Center)	Transfer to the City

As Successor Agency Board Members may recall, as a part of DOF's decision-making process, the Successor Agency for the City of Montclair Redevelopment Agency was faced with an unusual directive from DOF to list the 98 units sold to the Montclair Housing Corporation on the original Long-Range Property Management Plan. These housing units were purchased and rehabilitated by the former Redevelopment Agency with Low- and Moderate-Income Housing Funds. The 98 units contain 55-year deed restrictions for affordability; approximately 80 percent of the units are deed-restricted for very low-income families; and over 300 people currently reside in these units. In the opinion of Agency Special Counsel, these units should not be listed on the Long-Range Property Management Plan. In response to this DOF's directive, the Oversight Board had adopted Resolution No. 13-10 on September 11, 2013, directing the transfer of the housing assets to the Montclair Housing Authority. Through the adoption of Resolution No. 13-10, the Oversight Board officially objected to the inclusion of the housing units in the Long-Range Property Management Plan.

After submittal of the Long-Range Property Management Plan to DOF, Successor Agency staff finally received notice from DOF (Attachment No. 1) indicating the housing assets could be transferred to the Montclair Housing Authority. Therefore, the revised Long-Range Property Management Plan now excludes these housing units.

Other changes to the Long-Range Property Management Plan after discussion with DOF include the following:

- The indication that if the property held at the Montclair Transcenter is ever sold, a Compensation Agreement with the taxing agencies would be developed and approved by the City and Taxing Agencies.
- The sale of the property to the City at 5326 San Bernardino Street. The original Long-Range Property Management Plan suggested this property be provided to the City for future development. DOF indicates that the property must be sold. The limited estimated sales value is based on the undevelopable nature of the parcel unless included with an adjoining property not owned by the City or Successor Agency.
- The inclusion of 9916 Central Avenue in the list of Long-Range Property Management Plan assets. Staff had originally listed this property as a housing asset because it was originally purchased with Low- to Moderate-Income Housing Funds. The former Redevelopment Agency had actually reimbursed the Housing Fund for acquisition of this site because it is used as a counseling resource center by the Ontario-Montclair School District for case management and is used by the City for operation of its *Por La Vida* Program.

With the changes requested by DOF to the Long-Range Property Management Plan, staff is requesting the Successor Agency Board consider adoption of Resolution No. 14-03 approving a Revised Long-Range Property Management Plan.

The Oversight Board adopted Resolution No. 14-05 on August 13, 2014, approving the Revised Long-Range Property Management Plan.

FISCAL IMPACT: There would be no cost associated with the Successor Agency's action to consider adoption of the Long-Range Property Management Plan. If the Plan is approved by DOF, the consequences of implementing the Plan could result in the payment of revenue to the Bond Trustee for the Redevelopment Project Area No. V 2006 Tax Allocation Bonds to decrease tax allocation debt.

RECOMMENDATION: Staff recommends the Successor Agency to the City of Montclair Redevelopment Agency Board of Directors approve Resolution No. 14-03 approving and adopting a Revised Long-Range Property Management Plan pursuant to Section 34191.5 of the Health and Safety Code.



December 13, 2013

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

Dear Mr. Parker:

Subject: Approval of Oversight Board Action

The City of Montclair Successor Agency (Agency) notified the California Department of Finance (Finance) of its September 11, 2013 Oversight Board (OB) resolution on September 12, 2013. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance has completed its review of the OB action.

Based on our review and application of the law, OB Resolution No. 13-10, directing the Agency to transfer certain housing functions and assets to the Montclair Housing Authority, is approved.

Finance approved the transfer of deed restrictions for 98 dwelling units (32 addresses) to the Montclair Housing Authority for low and moderate income housing purposes in the letter dated August 25, 2012 as an inclusion to the Housing Asset Transfer review. However, it is our understanding the title to these units were transferred to the Montclair Housing Corporation in April 2011 instead. While Finance is approving the transfer of the 98 dwelling units as housing assets, the Montclair Housing Authority needs to recover title to these properties from the Montclair Housing Corporation.

Please direct inquiries to Nichelle Thomas, Supervisor, or Michael Barr, Lead Analyst at (916) 445-1546.

Sincerely,

JUSTYN HOWARD
Assistant Program Budget Manager

cc: Ms. Marilyn Staats, Deputy City Manager, City of Montclair
Ms. Linda Santillano, Property Tax Manager, San Bernardino County
Mr. Steven Mar, Bureau Chief, Local Government Audit Bureau, California State
Controller's Office
California State Controller's Office

RESOLUTION NO. 14-03

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

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

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

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

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

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

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

WHEREAS, the Successor Agency prepared the Long-Range Property Management Plan ("Plan") for the disposition of Successor Agency properties and the Oversight Board approved the Plan on November 13, 2013; and

WHEREAS, the Successor Agency submitted the Long-Range Property Management Plan to the Department of Finance (DOF) on November 14, 2013; and

WHEREAS, DOF requested changes to the original Long-Range Property Management Plan and Successor Agency staff has incorporated those changes into the Revised Long-Range Property Management Plan; and

WHEREAS, the Oversight Board approved the Revised Long-Range Property Management Plan through the Adoption of Resolution No. 13-6 on August 13, 2014; and

WHEREAS, Health and Safety Code Section 34191.5(b) requires the Successor Agency to submit the Long-Range Property Management Plan to the Oversight Board and Department of Finance for review and approval no later than six months following DOF's issuance to the Successor Agency of a Finding of Completion pursuant to Health and Safety Code Section 34279.7 and this submittal has been completed; and

WHEREAS, the Successor Agency to the City of Montclair Redevelopment Agency has reviewed the Revised Long-Range Property Management Plan (Exhibit A).

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

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

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

Section 3. The Successor Agency to the City of Montclair Redevelopment Agency hereby approves and adopts the Revised Long-Range Property Management Plan, in substantially the form attached to this Resolution as Exhibit A.

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

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

Section 6. The Successor Agency to the City of Montclair Redevelopment Agency Secretary shall certify to the adoption of this Resolution.

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

APPROVED AND ADOPTED this XX day of XX, 2014

Chairman

ATTEST:

Secretary

I, Yvonne L. Smith, Secretary of the Successor Agency to the City of Montclair Redevelopment Agency, DO HEREBY CERTIFY that Resolution No. 14-03 was duly adopted by the Successor Agency Board of Directors at a regular meeting thereof 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
Secretary

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 14-04, A RESOLUTION OF THE SUCCESSOR AGENCY TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY (1) APPROVING AGREEMENT NO. 14-75, A BOND PROCEEDS EXPENDITURE AGREEMENT BETWEEN THE CITY OF MONTCLAIR AND THE SUCCESSOR AGENCY TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY PROVIDING FOR THE TRANSFER OF EXCESS BOND PROCEEDS TO THE CITY FOR BOND-ELIGIBLE PURPOSES; (2) APPROVING A PLAN FOR SPENDING BOND PROCEEDS; (3) ACCEPTING EXCESS BOND PROCEEDS FUNDS; (4) APPROPRIATING AND ALLOCATING SUCH FUNDS; AND (5) MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH

DATE: August 18, 2014
SECTION: RESOLUTIONS
ITEM NO.: 3
FILE I.D.: SAG100
DEPT.: SUCCESSOR AGY/CC

CONSIDER ADOPTION OF RESOLUTION NO. 14-3045, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR (1) APPROVING AGREEMENT NO. 14-75, A BOND PROCEEDS EXPENDITURE AGREEMENT BETWEEN THE CITY OF MONTCLAIR AND THE SUCCESSOR AGENCY TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY PROVIDING FOR THE TRANSFER OF EXCESS BOND PROCEEDS TO THE CITY FOR BOND-ELIGIBLE PURPOSES; (2) ACCEPTING EXCESS BOND PROCEEDS FUNDS; (3) APPROPRIATING AND ALLOCATING SUCH FUNDS; AND (4) MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH

REASON FOR CONSIDERATION: Health and Safety Code Section 34191.4(c) allows a successor agency that has received a finding of completion to use bond proceeds from bonds issues from bonds issued prior to 2011 for purposes for which the bonds were sold, provides that such proceeds in excess of amounts needed to satisfy approved enforceable obligations shall be expended in a manner consistent with the original bond covenants, and further provides that such expenditures shall constitute "excess bond proceeds obligations that shall be listed on a successor agency's Recognized Obligation Payment Schedule." The former City of Montclair Redevelopment Agency had approximately \$14.2 million in unexpended bond proceeds that were transferred to the Successor Agency.

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

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

The Successor Agency to the City of Montclair Redevelopment Agency desires to provide these excess bond proceeds to the City to enable the City to use such funds in a manner consistent with the original bond covenants. A spending plan for use of the bond proceeds has been developed; and in order to facilitate use of the excess bond proceeds, the City and Successor Agency need to enter into a bond expenditure agreement for use of the excess bond proceeds. Staff is requesting the Successor Agency Board of Directors consider adoption of Resolution No. 14-04 and the City Council consider adoption of Resolution No. 14-3045. Both of these Resolutions would have the appropriate body approve the Bond Proceeds Expenditure Agreement between the City of Montclair and the Successor Agency to the City of Montclair Redevelopment Agency and approve a Bond Spending Plan.

BACKGROUND: The Successor Agency to the City of Montclair Redevelopment Agency received its "Notice of Completion" from the Department of Finance on May 15, 2013. Pursuant to the Health and Safety Code cited above, the Successor Agency is now entitled to expend its former Redevelopment Agency's bond proceeds it has on hand in excess of the amounts needed to satisfy existing enforceable obligations in a manner consistent with the bond covenants. In order to expend the bond proceeds, the Successor Agency must have an enforceable obligation with another agency; and that obligation must be included in the applicable Recognized Obligation Payment Schedule (ROPS).

Once approved by the Successor Agency, City Council, Oversight Board, and Department of Finance (DOF), the Bond Proceeds Expenditure Agreement, attached as Exhibit A to Resolution No. 14-04 and Resolution No. 14-3045, would become an enforceable obligation. The Bond Proceeds Expenditure Agreement would obligate the Successor Agency to pay the City of Montclair the bond proceeds to carry out construction of the improvements within the former redevelopment project areas using the excess bond proceeds identified as Exhibit B (Bond Spending Plan) to Resolution No. 14-04 and Resolution No. 14-3045. The sources of the available bond proceeds are summarized on Attachment 1. Bond Counsel has provided an opinion that the proposed uses of the bond proceeds are consistent with the purposes for which the bonds were sold (Attachment No. 2).

As indicated, before the bond proceeds may be used for the projects identified in the Bond Spending Plan, the Successor Agency must have an enforceable obligation with another party. The enforceable obligation must be recorded on a Recognized Obligation Payment Schedule (ROPS), and the ROPS must be approved by the Oversight Board and the DOF. Staff anticipates placing the Bond Expenditure Agreement on the ROPS for the period from January 1, 2015, through June 30, 2015. Through the Bond Proceeds Expenditure Agreement, the bond proceeds would be provided to the City to carry out the identified projects. In addition, the Agreement creates the enforceable obligation necessary for the ROPS and eliminates the need to itemize every contract related to use of the proceeds on the ROPS. The use of the Bond Proceeds Expenditure Agreement would allow the City to move forward in a more timely manner on projects without having every contract related to a project have to wait for Oversight Board review and review by DOF, which could potentially cause significant delays in the award of contracts.

As currently structured, the Bond Proceeds Expenditure Agreement would allow the City Council the option of amending the projects in the Bond Spending Plan as long as any proposed project would be used for bond-eligible purposes.

The Bond Proceeds Expenditure Agreement and the Bond Spending Plan were approved by the Oversight Board on August 13, 2014. The Bond Proceeds Expenditure Agreement and

Bond Spending Plan must be approved by DOF; therefore, if DOF requires changes to the Agreement or Bond Spending Plan, this matter would be returned to the Successor Agency, City Council, and Oversight Board for reconsideration.

FISCAL IMPACT: Action by the Successor Agency to adopt Resolution No. 14-04 and action by the City Council to approve Resolution No. 14-3045 would allow the Successor Agency to send the Resolution and Bond Expenditure Agreement to DOF for consideration. Through approval of the Bond Expenditure Agreement, the City would be allowed to spend accrued bond proceeds for bonds issued before 2011. The amount of bond proceeds currently available to the Successor Agency and City is \$14,221,593.38.

RECOMMENDATION: Staff recommends the Successor Agency Board of Directors and City Council take the following actions:

- Successor Agency Board of Directors' adoption of Resolution No. 14-04, a Resolution of the Successor Agency to the City of Montclair Redevelopment Agency (1) approving Agreement No. 14-75, a Bond Proceeds Expenditure Agreement between the City of Montclair and the Successor Agency to the City of Montclair Redevelopment Agency providing for the transfer of excess bond proceeds to the City for bond-eligible purposes; (2) approving a plan for spending bond proceeds; (3) accepting excess bond proceeds funds; (4) appropriating and allocating such funds; and (5) making certain findings in connection therewith.
- City Council's adoption of Resolution No. 14-3045, a Resolution of the City Council of the City of Montclair (1) approving Agreement No. 14-75, a Bond Proceeds Expenditure Agreement between the City of Montclair and the Successor Agency to the City of Montclair Redevelopment Agency providing for the transfer of excess bond proceeds to the City for bond-eligible purposes; (2) accepting excess bond proceeds funds; (3) appropriating and allocating such funds; and (4) making certain findings in connection therewith.

Attachment No. 1

Former City of Montclair
Redevelopment Agency Bond Proceeds

By Bond Issues:

Project Area No. I:	\$ 182,823.04	Taxable Bonds
Project Area No. III:	\$ 491,379.25	Taxable Bonds
	\$ 6,249,735.63	Tax-Exempt Bonds
Project Area No. IV:	\$ 13,131.63	Tax-Exempt Bonds
Project Area No. V:	\$ 3,765,028.78	Taxable Bonds
	\$ 3,519,495.05	Tax-Exempt Bonds

By Project Area:

Project Area No. I:	\$ 182,823.04
Project Area No. III:	\$ 6,741,114.88
Project Area No. IV:	\$ 13,131.63
Project Area No. V:	\$ 7,284,523.83

By Proceed Type:

Tax-Exempt Bonds:	\$ 9,782,362.31
Taxable Bonds:	\$ 4,439,231.07
TOTAL BOND PROCEEDS:	\$ 14,221,593.38

Attachment No. 2

STRADLING YOCCA CARLSON & RAUTH

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August 5, 2014

Ms. Marilyn Staats
City of Montclair
5111 Benito Street
Montclair, CA 91763

Re: Expenditure of Excess Bond Proceeds

Dear Ms. Staats:

I have reviewed the form of Bond Expenditure Agreement (the "Agreement"), including the list of projects to be financed set forth in Exhibit B of the Agreement, a copy of which is attached hereto. In addition, I have reviewed the Indentures with respect to the 1997 Project Area 1 Bonds, the 1997 Project Area 3 Bonds, the 1998 Project Area 3 Bonds, the 2007A Project Area 3 Bonds, the 2007B Project Area 3 Bonds, the 2004 Project Area 4 Bonds, the 1995 Project Area 5 Bonds, the 2001 Project Area 5 Bonds, the 2006A Project Area 5 Bonds and the 2006B Project Area Bonds. I have also reviewed the Implementation Plan approved December 21, 2009 as required by the Community Redevelopment Law for all of the Redevelopment Project Areas and other materials provided to me in connection with the opinion.

It is my opinion that the proposed expenditure of excess bond proceeds in accordance with the Agreement is consistent with the covenants set forth in the above-referenced Indentures. The projects will improve the ability of affected taxing agencies to provide services to the public and are in the public interest and will be of benefit to the public as well as the affected taxing entities. Based on the above it is my opinion that the proposed expenditures satisfy the requirements of the Dissolution Act.

If you have any questions, please give me a call.

Respectfully,

STRADLING YOCCA CARLSON & RAUTH


David R. McEwen

Exhibit B

**Bond Spending Plan
for
Former City of Montclair Redevelopment Agency
Bond Proceeds**

- Reconstruct Central Avenue Alignment to Montclair Plaza: This project would consist of the reconstruction of the Central Avenue entrance to the Montclair Plaza to align with the entrance of Montclair East Shopping Center to create a new intersection. The improvements would involve planning, design, engineering, costs associated with RFP and bid solicitation, signal relocation, additional signalization, onsite drive aisle and parking modifications, median island modifications and re-landscaping, the installation of monument signage.

Estimated Project Cost: \$1,015,000

Source of Funds: \$491,379 Project Area No. III Taxable Bonds

\$523,621 Project Area No. III Tax Exempt Bonds

- Construction of a Transition to the Montclair Transcenter from Arrow Highway to Accommodate Future Needs for Relocation of the Metrolink Track/Gold Line: This project would construct a walkable path of travel to the Montclair Transcenter for commuters. The project would entail design, engineering, costs associated with RFP and bid solicitation, acquisition of easements, construction of a sidewalk in the No. 3 north bound lane of Monte Vista Avenue north of Arrow Highway, construction of walkway improvements in the Montclair Transcenter from Monte Vista Avenue, installation of lighting and landscaping along the sidewalk and walkway, and associated construction of certain walkway improvements from Arrow Highway.

Estimated Project Cost: \$1,041,200

Source of Funds: \$1,041,200 Project Area No. III Tax Exempt Bonds

- Construction of Street Improvements to Implement North Montclair Downtown Specific Plan: This project consists would construct a variety of street improvements in North Montclair that would assist in the implementation of the North Montclair Downtown Specific Plan Transit Oriented Development. Project elements would include design, landscape plans, street plans, engineering and costs associated with RFP and bid solicitation. The project would reconstruct Central Avenue from the I-10 Freeway to the City limits, reconstruct and install median and streetscape improvements on Arrow Highway from Central Avenue to Monte Vista Avenue, reconstruct Fremont Avenue including streetscape improvements from Arrow Highway to Moreno Street and reconstruct Moreno Street from Central Avenue to Monte Vista Avenue.

Estimated Project Cost: \$6,032,500

Source of Funds: \$4,299,915 Project Area No. III Tax Exempt Bonds

\$13,132 Project Area No. IV Tax Exempt Bonds

\$1,719,347 Project Area No. V Tax Exempt Bonds

- Complete Utility Undergrounding Project on Central Avenue from North City Limit to Richton Street: The former City of Montclair Redevelopment Agency had begun a project to underground the overhead utilities on Central Avenue from Richton Street to the northern City limits. Payment was made to Southern California Edison Company for preparation of the plans. This project would complete the undergrounding process of this segment of Central Avenue with the bid solicitation and construction of the project.

Estimated Project Cost: \$385,000

Source of Funds: \$385,000 Project Area No. III Tax Exempt Bonds

- Landscape Central Avenue 1-10 Freeway On and Off Ramps: This project would have the City work with Caltrans to obtain the appropriate permits and agreements to re-landscape the Central Avenue on and off-ramps at the I-10 Freeway. The current landscape consists of several pine trees and ice plant ground cover which is dead in many areas. The landscape has become weed choked and unsightly. The sprinkler system installed by the State frequently lacks maintenance causing jets of water to spray in the air until repairs can be made which can take weeks or months. The City would seek to prepare landscape and irrigation plans subject to review by Caltrans and to re-landscape the subject area with a water-saving landscape palette that would benefit the City's image. It is likely that Caltrans will require the City to assume maintenance responsibility for the landscape upon its installation.

Estimated Project Cost: \$760,000

Source of Funds: \$54,823 Project Area No. I Taxable Bonds

\$705,177 Project Area No. V Tax Exempt Bonds

- Alma Hofman Park Improvements: The proposed improvements to Alma Hofman Park would involve construction or placement of a small building near the Skateboard Park to facilitate supervision of the skateboard park. The building would include a check-in counter, area for rental of equipment, and restroom. Persons using the Skateboard Park would be required to check-in and check-out through the staffed building. Supervision and management of the Skateboard Park would help to ensure that appropriate gear is worn by those skateboarding. The facility would also allow for programming of events at the Skateboard Park whereby a trained staff could offer lessons, camps and positive activities centered around physical fitness and personal development. Facilitating supervision of the Skateboard Park would greatly reduce the number of Police and Fire Department calls service to the Park.

Estimated Project Cost: \$128,000

Source of Funds: \$128,000 Project Area No. 1 Taxable Bonds

- Reeder Ranch Park Site: The proposed project would construct a historical and cultural center park site on land owned by the former City of Montclair Redevelopment Agency. The location of the proposed park site is 4385 Holt Boulevard adjacent to the existing historical Reeder Ranch. Project costs would include architectural, engineering, landscape design costs and costs associated with bid solicitation. A preliminary site

plan of the park has been developed. Development of the park site would include construction of a building that would act as a historical and cultural center regarding the City's citrus-related past to be owned and operated by the City. The facility would house artifacts related to the City's citrus heritage and development. The building would include restroom facilities. The City would partner with the Ontario-Montclair School District on development of programs to instruct school children about the City's past, suburban and urban development, and environmental issues. The facility would also include an outdoor amphitheatre for City/School District-sponsored community events. This amphitheatre would be used for environmental and healthy-eating programs associated with the community orchard (fruit park) and a community garden, to be developed on-site, where fresh fruits and produce would be furnished to children and the community at large. A parking lot would be constructed to serve the cultural center and the community activities associated with the city programs. **The planned use of this property is not a parking lot for the adjacent Reeder Foundation site; it is a community park with historical influences which would be an attraction to the community and beneficial to the local school system. Bond proceeds associated with this project would NOT be used for projects or programs at the adjoining Reeder Foundation site.**

Estimated Cost: \$4,850,000

Source of Funds: \$3,755,029 Project Area No. V Taxable Bonds

\$1,094,971 Project Area No. V Tax Exempt Bonds

- Acquisition of 5326 San Bernardino Street: Taxable bond proceeds would be used to acquire the property at 5326 San Bernardino Street. The property was purchased by the former Redevelopment Agency in 2003. The property houses the first City Hall structure for the City of Montclair. The property contains a single-family dwelling unit and garage with attached structures. The property is zoned C2-Restricted Commercial. The site can no longer be used for residential purposes. **The size and pie-shape of the 5326 San Bernardino Street parcel make the site impossible to develop commercially.** The portion of the structure containing the original City Hall building gives the location and that structure some slight historical significance to the City. However, the site can only be sold and developed if it becomes part of a larger land assemblage. The property is located adjacent to a vacant pie-shaped commercial lot on the corner of Central Avenue and San Bernardino Street. The adjoining property has very limited development potential without the addition of the 5326 San Bernardino Street property.

The property also contains a number of illegal building additions. The property has not been tested for lead or asbestos. Given the age of the structures, lead and asbestos are likely to be found; making the demolition of the structures onsite costly. DOF has disallowed funds from the RPTTF for appraisal services for this property. Staff attempted to get an estimate of value of the location from a real estate professional but the professional declined because of the development constraints on the property. Therefore, staff looked back at the last valuation of the site. The total assessed value of the property was \$39,998. Of this value, \$21,900 of the value was for the improvements. However, the improvements must be removed from the site because the property cannot be redeveloped residentially. Given demolition, asbestos abatement and lead removal costs, the demolish cost of the structures is estimated to be \$30,000. Therefore, it is suggested that the value for the site, given the demolition costs would be approximately \$10,000.

The City would propose to purchase the site for \$10,000 from the Successor Agency. Upon sale, any proceeds would be sent to the County of San Bernardino for distribution to the taxing entities.

Estimated Cost: \$10,000

Source of Funds: \$10,000 Project Area No. V Taxable Bonds

Total Estimated Project Costs: \$14,221,700

Total Bond Proceed Costs: \$14,221,594

RESOLUTION NO. 14-04

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY (1) APPROVING AGREEMENT NO. 14-75, A BOND PROCEEDS EXPENDITURE AGREEMENT BETWEEN THE CITY OF MONTCLAIR, CALIFORNIA, AND THE SUCCESSOR AGENCY TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY PROVIDING FOR THE TRANSFER OF EXCESS BOND PROCEEDS TO THE CITY FOR BOND-ELIGIBLE PURPOSES; (2) APPROVING A PLAN FOR SPENDING EXCESS TAX ALLOCATION BOND PROCEEDS; (3) DIRECTING THE TRANSFER OF SUCH FUNDS TO THE CITY; AND (4) MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH

WHEREAS, the City of Montclair ("City") is a municipal corporation organized and operating under the laws of the State of California; and

WHEREAS, the Successor Agency to the City of Montclair Redevelopment Agency ("Successor Agency") is a public body, corporate and politic, organized and operating under Part 1.85 of Division 24 of the Dissolution Act (defined below); and

WHEREAS, the City of Montclair Redevelopment Agency ("former Agency") previously was a California public body, corporate and politic, duly formed by the City Council of the City of Montclair ("City Council") and was organized, existed and exercised the powers of a community redevelopment agency under the California Redevelopment Law, Health & Safety Code Section 33000, *et. seq.*; and

WHEREAS, Assembly Bill X1 26 ("ABX1 26"), effective on June 28, 2011, added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code and which laws were modified, in part, and determined constitutional by the California Supreme Court in the petition *California Redevelopment Association, et. al. v. Ana Matosantos, et. al.*, Case No. S194861 ("Matosantos Decision"), which laws and court opinion caused the dissolution of all redevelopment agencies and winding down of the affairs of former redevelopment agencies; thereafter, such laws were amended further by Assembly Bill 1484 ("AB 1484") that was effective on June 27, 2012, (together ABX1 26, the Matosantos Decision, and AB 1484 are referred to as the "Dissolution Act"), and

WHEREAS, as of February 1, 2012, the former Agency became a dissolved community redevelopment agency pursuant to the Dissolution Act; and

WHEREAS, as of and on February 1, 2012, the Successor Agency is performing its functions as the successor agency under the Dissolution Act to administer and enforceable obligations of the former Agency and is engaged in activities necessary and appropriate to wind down the affairs of the former Agency, all subject to the review and approval by a seven-member Oversight Board formed thereunder; and

WHEREAS, Section 34191.4(c) of the Dissolution Act allows a successor agency that has received a finding of completion to use bond proceeds from bonds issued prior to 2011 for the purposes for which the bonds were sold, provides that such proceeds in the excess of amounts needed to satisfy approved enforceable obligations

shall be expended in a manner consistent with the original bond covenants, and further provides that such expenditures shall constitute "excess bond proceeds obligations" that shall be listed separately on the successor agency's Recognized Obligation Payment Schedule; and

WHEREAS, the Successor Agency received its Finding of Completion under Health and Safety Code Section 34179.7 from the California Department of Finance on May 15, 2013; and

WHEREAS, the California Community Redevelopment Law (Health and Safety Code Section 33000, *et.seq.*) provides for a cooperative relationship between the cities and their redevelopment agencies, as well as their successor agencies who have assumed the duties and obligations of the former redevelopment agencies; and

WHEREAS, under Health and Safety Code Section 33220, a city may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment project; and

WHEREAS, Health and Safety Code Section 33220(e) specifically authorizes a city to enter into an agreement with its redevelopment agency or any other public entity to further redevelopment purposes, and

WHEREAS, Health and Safety Code Section 34178(a) allows a successor agency and its sponsoring city to enter into agreements, subject to Oversight Board approval pursuant to Health and Safety Code Section 34180(h); and

WHEREAS, the Successor Agency has and will have proceeds of its City of Montclair Redevelopment Agency Project Area No. I Taxable Bonds, Redevelopment Project Area No. III Taxable and Tax-Exempt Bonds, Redevelopment Project Area No. IV Tax-Exempt Bonds, and Redevelopment Project Area No. V Taxable and Tax-Exempt Bonds that are not otherwise obligated for projects or other enforceable obligations; and

WHEREAS, the Successor Agency desires to transfer its Excess Bond Proceeds (defined in the Agreement) to the City to enable the City to use such Excess Bond Proceeds for redevelopment purposes, including to undertake projects and programs that were not previously funded and obligated by the Successor Agency or the City, and in a manner consistent with the original bond covenants; and

WHEREAS, City and Successor Agency staff have prepared a spending plan for using such Excess Bond Proceeds ("Bond Spending Plan") to advance the City's community development goals while maximizing fiscal and social benefits flowing to the taxing entities from successful development; and

WHEREAS, in order to facilitate the use of Excess Bond Proceeds consistent with all applicable bond covenants, the Successor Agency and the City have negotiated the terms of that certain Bond Proceeds Expenditure Agreement ("Agreement") requiring the transfer of current and future excess bond proceeds consistent with all applicable covenants; and

WHEREAS, the Successor Agency and City intend that the Agreement shall constitute an excess bond proceeds obligation within the meaning of Health and Safety Code Section 34191.4(c)(2)(A) to be paid from Excess Bond Proceeds; and

WHEREAS, the transfer of excess bond proceeds to the City under the Bond Expenditure Agreement will benefit the taxing agencies by facilitating the efficient use of such funds to support project and programs that will enhance property value and increase tax revenues to the taxing entities; and

WHEREAS, the Successor Agency will list obligations to be funded with Excess Bond Proceeds on its Recognized Obligation Payment Schedule (ROPS) for January 2015 through June 30, 2015, (ROPS 15-16B) and upon receiving Oversight Board approval and California Department of Finance approval will transfer excess bond proceeds set forth herein; and

WHEREAS, the Successor Agency desires to approve the Agreement and the Bond Spending Plan in substantially the form attached hereto as Exhibits A and B, respectively

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Successor Agency to the City of Montclair Redevelopment Agency:

Section 1. Each of the foregoing recitals is true and correct.

Section 2. The Successor Agency hereby finds and determines, based on all evidence and testimony contained in the record before it, that the use of Excess Bond Proceeds in accordance with the Bond Spending Plan to fund the projects that involve City-owned public building, facilities, structures, or other public or private improvements is an accordance with the Health and Safety Code Sections 33445, 33445.1, and 33679 and other applicable law.

Section 3. The Successor Agency hereby finds and determines based on all evidence and testimony contained in the record before it, as follows:

a. That the acquisition of land and/or the installation or construction of the projects will be of benefit to the Successor Agency's redevelopment project area by helping to eliminate one or more blighting conditions within former redevelopment project areas;

b. That due to fiscal constraints on the City's general fund and the high number of capital projects competing for limited City resources, the City's Capital Improvement Program budget is unable to provide funding for the project, and therefore no other reasonable means of financing the projects are available to the City other than Successor Agency funding; and

c. That the use of Excess Bond Proceeds for the projects listed in the Bond Spending Plan is consistent with the implementation plan adopted for the Successor Agency's redevelopment project areas.

d. That the transfer to, and use of excess bond proceeds by, the City for expenditures consistent with applicable bond covenants will benefit the affected taxing

agencies by promoting the efficient use of such funds and thereby will result in community benefits and increased tax revenues to the taxing entities, based on the reason and analysis set forth above and in the staff report accompanying the Resolution. The Successor Agency hereby further finds and determines the transfer of excess bond proceeds to the City will help fulfill the intent of the dissolution laws to expeditiously wind-down the affairs of the former Redevelopment Agency.

Section 4. The Successor Agency hereby approves the Bond Proceeds Expenditure Agreement in substantially the form attached hereto as Exhibit A and incorporated herein.

Section 5. The Successor Agency hereby approves the Bond Spending Plan in substantially the form attached hereto as Exhibit B and incorporated herein. The Oversight Board acknowledges that, pursuant to the terms of the Bond Proceeds Expenditure Agreement, the City may amend the Bond Spending Plan, subject to compliance with all applicable bond covenants.

Section 6. The Chairman of the Successor Agency is hereby authorized and directed to execute the Bond Proceeds Expenditure Agreement in the form presented herewith with such changes, insertions and omissions as may be approved by the Executive Director, said execution being conclusive evidence of such approval.

Section 7. The Executive Director of the Successor Agency (or designee) is hereby authorized and directed as follows:

- a. List the Agreement, and the requirement to transfer excess bond proceeds set forth therein, on the Successor Agency's Recognized Obligation Payment schedule for January 1, 2015 through July 30, 2015 ("ROPS 15-16B") and any future Recognized Obligation Payment Schedule as necessary as an obligation to be funded with Excess Bond Proceeds until approved by the California Department of Finance; and
- b. Upon receiving approval of the ROPS 15-16B from the California Department of Finance, transfer all Excess Bond Proceeds to the City for use by the City in accordance with the Bond Expenditure Agreement and the Bond Spending Plan.

Section 8. This Resolution shall take immediately upon its adoption.

APPROVED AND ADOPTED this XX day of XX, 2014.

Chairman

ATTEST:

Secretary

I, Yvonne L. Smith, Secretary of the Successor Agency to the City of Montclair Redevelopment Agency, DO HEREBY CERTIFY that Resolution No. 14-04 was duly adopted by the Successor Agency Board of Directors at a regular meeting thereof 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
Secretary

EXHIBIT A

BOND PROCEEDS EXPENDITURE AGREEMENT

This Bond Expenditure Agreement (the "Agreement") is entered into effective _____, 2014, by and between the City of Montclair (City), a municipal corporation (the "City"), and the City of Montclair as Successor Agency to the City of Montclair Redevelopment Agency ("Successor Agency") under Health and Safety Code Section 34173 pursuant to City Council Resolution No. _____, Successor Agency Resolution No. _____, and the Oversight Board to the Successor Agency of the City of Montclair Redevelopment Agency ("Oversight Board") Resolution No. 14-05.

RECITALS

- A. The Successor Agency received its Finding of Completion under Health and Safety Code Section 34179.7 from the California Department of Finance on May 16, 2013.
- B. Health and Safety Code Section 34191.4(c) allows a successor agency that has received a finding of completion to use bond proceeds from bonds issued prior to 2011 for purposes for which the bonds were sold, provides that such proceeds in excess of amounts needed to satisfy approved enforceable obligations shall be expended in a manner consistent with the original bond covenants, and further provides that such expenditures shall constitute "excess bond proceeds obligations" that shall be listed separately on the successor agency's Recognized Obligation Payment Schedule ("ROPS").
- C. The Successor Agency has and will have so-called "excess bond proceeds," *i.e.*, pre-2011 tax allocation bond proceeds that are not otherwise obligated for a project or other enforceable obligation. The Successor Agency wishes to use such proceeds for redevelopment purposes consistent with applicable bond covenants.
- D. The California Community Redevelopment Law (Health and Safety Code Section 33000, *et seq.*) provides for a cooperative relationship between cities and their redevelopment agencies, as well as their successor agencies that have assumed the duties and obligations of the former redevelopment agencies. Under Health and Safety Code Section 33220, a city may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects. Health and Safety Code Section 33220(e) specifically authorizes a city to enter into an agreement with its redevelopment agency or any other public entity to further redevelopment purposes. Health and Safety Code Section 34178 allows a successor agency and its sponsoring city to enter into agreements with the approval of the oversight board.
- E. The Successor Agency desires to provide excess bond proceeds to the City to enable the City to use such funds, in a manner consistent with the original bond covenants, to undertake projects and programs that were not previously funded and obligated by the Successor Agency or the City. The City has adopted a

spending plan for using such excess bond proceeds (the "Bond Spending Plan") to advance the City's community development goals while maximizing fiscal and social benefits flowing to the taxing entities from successful development. The City Council has found that the use of excess bond proceeds to fund projects that involve City-owned public buildings, facilities, structures, or other improvements is in accordance with Health and Safety Code Sections 33445, 33445.1, and 33679 and other applicable law. The Oversight Board has determined that the expenditure of excess bond proceeds in accordance with this Agreement will benefit the affected taxing entities, and has approved the execution of this Agreement and the provision of excess bond proceeds to the City for the purposes described herein.

- F. In order to facilitate the use of excess bond proceeds consistent with the bond covenants, the Successor Agency and the City have negotiated this Agreement requiring the transfer of current and future excess bond proceeds by the Successor Agency to the City, and the City's use of such proceeds consistent with applicable bond covenants. The parties intend that this Agreement shall constitute an excess bond proceeds obligation within the meaning of Health and Safety Code Section 34191.4(c)(2)(A) to be paid from excess bond proceeds. With Oversight Board approval, the Successor Agency has listed this Agreement, and the requirement to transfer excess bond proceeds herein, on its Recognized Obligation Payment Schedule ("ROPS") for January 1, 2015, through June 30 of 2015 ("ROPS 14-15B") as an obligation to be funded with excess bond proceeds.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. RECITALS

The recitals above are an integral part of this Agreement and set forth the intentions of the parties and the premises on which the parties have decided to enter into this agreement.

2. DEFINITIONS

For purposes of this Agreement, the following terms shall have the indicated meaning:

The "Dissolution Law" means Parts 1.8 and 1.85 of Division 24 of the California Health and Safety Code, commencing with Section 34170, and other statutes governing the dissolution of redevelopment agencies and the wind-down of redevelopment activities.

"Bond Proceeds" mean (1) proceeds from tax allocation bonds issued on or before December 31, 2010; (2) rents, sale proceeds and other revenues generated by properties acquired and/or improved with proceeds from tax allocation bonds issued on or before December 31, 2010; (3) interest and principal paid on loans funded by proceeds from tax allocation bonds issued on or before December 31, 2010; and (4) other income or revenues generated from assets acquired or funded with proceeds from tax allocation bonds issued on or before December 31, 2010.

"Excess Bond Proceeds" means Bond Proceeds that are not needed to satisfy Enforceable Obligations approved on a ROPS.

"Enforceable Obligations" mean enforceable obligations, other than Excess Bond Proceeds obligations, as defined under the Dissolution Law.

"Bond Spending Plan" is defined in Recital E.

3. SUCCESSOR AGENCY'S OBLIGATIONS

The Successor Agency shall have the following obligations under this Agreement:

3.1. **CURRENT EXCESS BOND PROCEEDS.** The Successor Agency shall transfer to the City, no later than June 30, 2015, Excess Bond Proceeds currently held by the Successor Agency. As of the date of this agreement, the amount held is \$14,221,593.38 and the transfer will include this amount and any interest earned to the date of transfer.

3.2. **FUTURE EXCESS BOND PROCEEDS.** The Successor Agency shall transfer to the City all future Excess Bond Proceeds held or received by the Successor Agency. Such future Excess Bond Proceeds shall include, without limitation, (1) Bond Proceeds previously obligated to a project or other Enforceable Obligation that become unobligated for any reason; (2) Bond Proceeds that become available in the form of rents, sale proceeds, loan repayments, or other revenues that are generated by properties or other assets acquired and/or improved with Bond Proceeds and that are not otherwise obligated to a project or other Enforceable Obligation; and (3) any other funds held by the Successor Agency that qualify as Excess Bond Proceeds under this Agreement.

The parties intend that payments of future Excess Bond Proceeds be made to the City as soon as possible after such Excess Bond Proceeds become available. The transfer of future Excess Bond Proceeds shall be made pursuant to an approved ROPS within 30 days of the commencement of the relevant ROPS period. The Successor Agency shall be responsible for ensuring that payments of future Excess Bond Proceeds, as such funds become available, are included on the next possible ROPS.

3.3. **PROJECTS FUNDED BY EXCESS BOND PROCEEDS.** The Successor Agency assigns to the City all responsibilities in relation to the administration of any projects or programs funded by Excess Bond Proceeds. The Successor Agency assigns to the City all contracts entered into by the Successor Agency or the former Redevelopment Agency of the City of Montclair related to activities to be funded by Excess Bond Proceeds, with the exception of those contracts retained by the Successor Agency related to Enforceable Obligations.

4. CITY'S OBLIGATIONS

The City shall have the following obligations under this Agreement:

- 4.1. **EXCESS BOND PROCEEDS.** The City shall accept, hold, and disburse Excess Bond Proceeds transferred to the City by the Successor Agency under this Agreement including current Excess Bond Proceeds and future Excess Bond Proceeds. The City shall retain any Excess Bond Proceeds that it receives, such as revenue generated from properties acquired or improved with Excess Bond Proceeds or payments on loans funded from Excess Bond Proceeds, without any obligation to return such funds to the Successor Agency, and shall use such funds for uses consistent with applicable bond covenants.

The City may spend Excess Bond Proceeds received or retained under this Agreement on any project, program, or activity authorized under the Bond Spending Plan. However, the City must spend Excess Bond Proceeds consistent with the original bond covenants applicable to the particular Excess Bond Proceeds. The City shall be solely responsible for ensuring that Excess Bond Proceeds are maintained and spent in accordance with bond covenants and other applicable laws. The City may transfer funds between approved projects, programs and activities, or between project areas as long as the transfer benefits project areas and applicable bond covenants do not restrict such funds to a particular project area.

The City assumes all contracts entered into by the Successor Agency or the former Redevelopment Agency of the City of Montclair related to activities to be funded by Excess Bond Proceeds, with the exception of those contracts retained by the Successor Agency relating to Enforceable Obligations. The City shall perform its obligations hereunder, and under such assumed contracts, in accordance with the applicable provisions of federal, state, and local laws, including the obligation to comply with environmental laws such as CEQA, and shall timely complete the work required for each project.

- 4.2. **BOND SPENDING PLAN.** The City shall be solely responsible for maintaining and implementing the Bond Spending Plan. The City may amend the Bond Spending Plan as the City deems necessary in its sole discretion. Any amendments to the adopted Bond Spending Plan will consider uses that advance the City's community development goals while maximizing fiscal and social benefits flowing to the taxing entities from successful development. Notwithstanding any contrary provision hereof, unless the City expressly agrees otherwise, the City shall not be obligated to provide funding for any program or project in an amount exceeding the Excess Bond Proceeds provided to the City pursuant to this Agreement.

5. ENTIRE AGREEMENT; WAIVERS; AND AMENDMENTS

- 5.1. This Agreement constitutes the entire understanding and agreement of the parties with respect to the transfer and use of Excess Bond Proceeds. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

5.2. This Agreement is intended solely for the benefit of the City and the Successor Agency. Notwithstanding any reference in this Agreement to persons or entities other than the City and the Successor Agency, there shall be no third party beneficiaries under this Agreement.

5.3. All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representatives of the parties.

6. SEVERABILITY

If any term, provisions, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding, or unenforceability. In addition, the parties shall cooperate in good faith in an effort to amend or modify this Agreement in a manner such that the purpose of any invalidated or voided provision, covenant, or condition can be accomplished to the maximum extent legally permissible.

7. DEFAULT

If either party fails to perform or adequately perform an obligation required by this Agreement within thirty (30) calendar days of receiving written notice from the nondefaulting party, the party failing to perform shall be in default hereunder. In the event of default, the nondefaulting party will have all the rights and remedies available to it at law or in equity to enforce the provisions of this contract including, without limitation, the right to sue for damages for breach of contract or to seek specific performance. The rights and remedies of the nondefaulting party enumerated in this paragraph are cumulative and shall not limit the nondefaulting party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of the Agreement or hereinafter enacted or established, that may be available to the nondefaulting party against the defaulting party.

8. BINDING ON SUCCESSORS

This Agreement shall be binding on and shall inure to the benefit of all successors and assigns of the parties, whether by agreement or operation of law.

9. FURTHER ASSURANCES

Each party agrees to execute, acknowledge and deliver all additional documents and instruments and to take such other actions as may be reasonably necessary to carry out the intent of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned parties have executed this Bond Expenditure Agreement effective as of the date first above written.

"CITY"

THE CITY OF MONTCLAIR,
a municipal corporation

Paul M. Eaton
Mayor

APPROVED AS TO FORM AND LEGALITY:

Diane E. Robbins
City Attorney

"SUCCESSOR AGENCY"

THE CITY OF MONTCLAIR AS SUCCESSOR AGENCY,
successor agency to the City of Montclair Redevelopment
Agency under Health and Safety Code Section 34173

Paul M. Eaton
Chair of Successor Agency Board

EXHIBIT B
 BOND SPENDING PLAN
 FOR
 FORMER CITY OF MONTCLAIR REDEVELOPMENT AGENCY
 BOND PROCEEDS

- **Reconstruct Central Avenue Alignment to Montclair Plaza:** This project would consist of the reconstruction of the Central Avenue entrance to the Montclair Plaza to align with the entrance of Montclair East Shopping Center to create a new intersection. The improvements would involve planning, design, engineering, costs associated with RFP and bid solicitation, signal relocation, additional signalization, onsite drive aisle and parking modifications, median island modifications and relandscaping, and installation of monument signage.

Estimated Project Cost: \$ 1,015,000
 Source of Funds: \$ 491,379 Project Area No. III Taxable Bonds
 \$ 523,621 Project Area No. III Tax-Exempt Bonds

- **Construction of a Transition to the Montclair Transcenter from Arrow Highway to Accommodate Future Needs for Relocation of the Metrolink Track/Gold Line:** This project would construct a walkable path of travel to the Montclair Transcenter for commuters. The project would entail design, engineering, costs associated with RFP and bid solicitation, acquisition of easements, construction of a sidewalk in the No. 3 north bound lane of Monte Vista Avenue north of Arrow Highway, construction of walkway improvements in the Montclair Transcenter from Monte Vista Avenue, installation of lighting and landscaping along the sidewalk and walkway, and associated construction of certain walkway improvements from Arrow Highway.

Estimated Project Cost: \$ 1,041,200
 Source of Funds: \$ 1,041,200 Project Area No. III Tax Exempt Bonds

- **Construction of Street Improvements to Implement North Montclair Downtown Specific Plan:** This project consists would construct a variety of street improvements in North Montclair that would assist in the implementation of the North Montclair Downtown Specific Plan Transit Oriented Development. Project elements would include design, landscape plans, street plans, engineering and costs associated with RFP and bid solicitation. The project would reconstruct Central Avenue from the I-10 Freeway to the City limits, reconstruct and install median and streetscape improvements on Arrow Highway from Central Avenue to Monte Vista Avenue, reconstruct Fremont Avenue including streetscape improvements from Arrow Highway to Moreno Street and reconstruct Moreno Street from Central Avenue to Monte Vista Avenue.

Estimated Project Cost: \$ 6,032,500
 Source of Funds: \$ 4,299,915 Project Area No. III Tax Exempt Bonds
 \$ 13,132 Project Area No. IV Tax Exempt Bonds
 \$ 1,719,347 Project Area No. V Tax Exempt Bonds

- **Complete Utility Undergrounding Project on Central Avenue from North City Limit to Richton Street:** The former City of Montclair Redevelopment Agency had begun a project to underground the overhead utilities on Central Avenue from Richton Street to the northern City limits. Payment was made to Southern California Edison Company for preparation of the plans. This project would complete the undergrounding process of this segment of Central Avenue with the bid solicitation and construction of the project.

Estimated Project Cost: \$ 385,000
 Source of Funds: \$ 385,000 Project Area No. III Tax Exempt Bonds

- **Landscape Central Avenue 1-10 Freeway On and Off Ramps:** This project would have the City work with the California Department of Transportation to obtain the appropriate permits and agreements to relandscape the Central Avenue on- and off-ramps at the I-10 Freeway. The current landscape consists of several pine trees and ice plant ground cover, which is dead in many areas. The landscape has become weed choked and unsightly. The sprinkler system installed by the state frequently lacks maintenance, causing jets of water to spray in the air until repairs can be made, which can take weeks or months. The City would seek to prepare landscape and irrigation plans subject to review by Caltrans and to relandscape the subject area with a water-saving landscape palette that would benefit the City's image. It is likely Caltrans would require the City to assume maintenance responsibility for the landscape upon its installation.

Estimated Project Cost: \$ 760,000
 Source of Funds: \$ 54,823 Project Area No. I Taxable Bonds
 \$ 705,177 Project Area No. V Tax Exempt Bonds

- **Alma Hofman Park Improvements:** The proposed improvements to Alma Hofman Park would involve construction or placement of a small building near the Skateboard Park to facilitate supervision of the skateboard park. The building would include a check-in counter, area for rental of equipment, and restroom. Persons using the Skateboard Park would be required to check in and check out through the staffed building. Supervision and management of the Skate Park would help to ensure that appropriate gear is worn by skateboarders. The facility would also allow for programming of events at the Skate Park, whereby trained staff could offer lessons, camps, and positive activities centered on physical fitness and personal development. Facilitating supervision of the Skate Park would greatly reduce the number of Police and Fire Department service calls to the Park.

Estimated Project Cost: \$ 128,000
 Source of Funds: \$ 128,000 Project Area No. 1 Taxable Bonds

- **Reeder Ranch Park Site:** The proposed project would construct a historical and cultural center park site on land owned by the former City of Montclair Redevelopment Agency. The location of the proposed park site is 4385 Holt Boulevard adjacent to the existing historical Reeder Ranch. Project costs would include architectural, engineering, landscape design costs, and costs associated with bid solicitation. A preliminary site plan of the park has been developed. Development

of the park site would include construction of a building that would act as a historical and cultural center regarding the City's citrus-related past to be owned and operated by the City. The facility would house artifacts related to the City's citrus heritage and development. The building would include restroom facilities. The City would partner with the Ontario-Montclair School District on development of programs to instruct school children about the City's past, sub-urban and urban development, and environmental issues. The facility would also include an outdoor amphitheatre for City/School District-sponsored community events. This amphitheatre would be used for environmental and healthy-eating programs associated with the community orchard (fruit park) and a community garden, to be developed onsite, where fresh fruits and produce would be furnished to children and the community at large. A parking lot would be constructed to serve the cultural center and the community activities associated with the city programs. **The planned use of this property is not a parking lot for the adjacent Reeder Foundation site; it is a community park with historical influences that would be an attraction to the community and beneficial to the local school system. Bond proceeds associated with this project would NOT be used for projects or programs at the adjoining Reeder Foundation site.**

Estimated Cost:	\$ 4,850,000
Source of Funds:	\$ 3,755,029 Project Area No. V Taxable Bonds
	\$ 1,094,971 Project Area No. V Tax Exempt Bonds

- Acquisition of 5326 San Bernardino Street:** Taxable bond proceeds would be used to acquire the property at 5326 San Bernardino Street. The property was purchased by the former Redevelopment Agency in 2003. The property houses the first City Hall structure for the City of Montclair. The property contains a single-family dwelling unit and garage with attached structures. The property is zoned C2-Restricted Commercial. The site can no longer be used for residential purposes. **The size and pie shape of the 5326 San Bernardino Street parcel make the site impossible to develop commercially.** The portion of the structure containing the original City Hall building gives the location and that structure some slight historical significance to the City. However, the site can only be sold and developed if it becomes part of a larger land assemblage. The property is located adjacent to a vacant pie-shaped commercial lot on the corner of Central Avenue and San Bernardino Street. The adjoining property has very limited development potential without the addition of the 5326 San Bernardino Street property.

The property also contains a number of illegal building additions. The property has not been tested for lead or asbestos. Given the age of the structures, lead and asbestos are likely to be found, making for costly demolition of the onsite structures. DOF has disallowed funds from the RPTTF for appraisal services for this property. Staff attempted to get an estimate of value of the location from a real estate professional, but the professional declined because of the development constraints on the property. Staff therefore looked back at the last valuation of the site. The total assessed value of the property was \$39,998. Of this value, \$21,900 was for the improvements. However, the improvements must be removed from the site because the property cannot be redeveloped residentially. Given demolition, asbestos abatement, and lead removal costs, the demolition cost of the structures is estimated to be \$30,000.

It is, therefore, suggested the value for the site would be approximately \$10,000 given the demolition costs.

The City would propose to purchase the site for \$10,000 from the Successor Agency. Upon sale, any proceeds would be sent to the County of San Bernardino for distribution to the taxing entities.

Estimated Cost:	\$	10,000
Source of Funds:	\$	10,000 Project Area No. V Taxable Bonds

Total Estimated Project Costs: \$ 14,221,700

Total Bond Proceed Costs: \$ 14,221,594

RESOLUTION NO. 14-3045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR (1) APPROVING AGREEMENT NO. 14-75, A BOND PROCEEDS EXPENDITURE AGREEMENT BETWEEN THE CITY OF MONTCLAIR, CALIFORNIA, AND THE SUCCESSOR AGENCY TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY PROVIDING FOR THE TRANSFER OF EXCESS BOND PROCEEDS TO THE CITY FOR BOND-ELIGIBLE PURPOSES; (2) APPROVING A PLAN FOR SPENDING EXCESS TAX ALLOCATION BOND PROCEEDS; (3) ACCEPTING EXCESS BOND PROCEEDS FUNDS; (4) APPROPRIATING AND ALLOCATING SUCH FUNDS; AND (5) MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH

WHEREAS, the City of Montclair ("City") is a municipal corporation organized and operating under the laws of the State of California; and

WHEREAS, the Successor Agency to the City of Montclair Redevelopment Agency ("Successor Agency") is a public body, corporate and politic, organized and operating under Part 1.85 of Division 24 of the Dissolution Act (defined below); and

WHEREAS, the City of Montclair Redevelopment Agency ("former Agency") previously was a California public body, corporate and politic, duly formed by the City Council of the City of Montclair ("City Council") and was organized, existed and exercised the powers of a community redevelopment agency under the California Redevelopment Law, Health and Safety Code Section 33000, *et. seq.*; and

WHEREAS, Assembly Bill X1 26 ("ABX1 26"), effective on June 28, 2011, added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code and which laws were modified, in part, and determined constitutional by the California Supreme Court in the petition *California Redevelopment Association, et. al. v. Ana Matosantos, et. al.*, Case No. S194861 ("Matosantos Decision"), which laws and court opinion caused the dissolution of all redevelopment agencies and winding down of the affairs of former redevelopment agencies; thereafter, such laws were amended further by Assembly Bill 1484 ("AB 1484") that was effective on June 27, 2012, (together ABX1 26, the Matosantos Decision, and AB 1484 are referred to as the "Dissolution Act"), and

WHEREAS, as of February 1, 2012, the former Agency became a dissolved community redevelopment agency pursuant to the Dissolution Act; and

WHEREAS, as of and on February 1, 2012, the Successor Agency is performing its functions as the successor agency under the Dissolution Act to administer and enforceable obligations of the former Agency and is engaged in activities necessary and appropriate to wind down the affairs of the former Agency, all subject to the review and approval by a seven-member Oversight Board formed thereunder; and

WHEREAS, Section 34191.4(c) of the Dissolution Act allows a successor agency that has received a finding of completion to use bond proceeds from bonds issued prior to 2011 for the purposes for which the bonds were sold, provides that such proceeds in the excess of amounts needed to satisfy approved enforceable obligations

shall be expended in a manner consistent with the original bond covenants, and further provides that such expenditures shall constitute "excess bond proceeds obligations" that shall be listed separately on the successor agency's Recognized Obligation Payment Schedule; and

WHEREAS, the Successor Agency received its Finding of Completion under Health and Safety Code Section 34179.7 from the California Department of Finance on May 15, 2013; and

WHEREAS, the California Community Redevelopment Law (Health and Safety Code Section 33000, *et. seq.*) provides for a cooperative relationship between the cities and their redevelopment agencies, as well as their successor agencies who have assumed the duties and obligations of the former redevelopment agencies; and

WHEREAS, under Health and Safety Code Section 33220, a city may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment project; and

WHEREAS, Health and Safety Code Section 33220(e) specifically authorizes a city to enter into an agreement with its redevelopment agency or any other public entity to further redevelopment purposes, and

WHEREAS, Health and Safety Code Section 34178(a) allows a successor agency and its sponsoring city to enter into agreements, subject to Oversight Board approval pursuant to Health and Safety Code Section 34180(h); and

WHEREAS, the Successor Agency has and will have proceeds of its City of Montclair Redevelopment Agency Project Area No. I Taxable Bonds, Redevelopment Project Area No. III Taxable and Tax-Exempt Bonds, Redevelopment Project Area No. IV Tax-Exempt Bonds, and Redevelopment Project Area No. V Taxable and Tax-Exempt Bonds that are not otherwise obligated for projects or other enforceable obligations; and

WHEREAS, the Successor Agency desires to transfer its Excess Bond Proceeds (defined in the Agreement) to the City to enable the City to use such Excess Bond Proceeds for redevelopment purposes, including to undertake projects and programs that were not previously funded and obligated by the Successor Agency or the City, and in a manner consistent with the original bond covenants; and

WHEREAS, City and Successor Agency staff have prepared a spending plan for using such Excess Bond Proceeds ("Bond Spending Plan") to advance the City's community development goals while maximizing fiscal and social benefits flowing to the taxing entities from successful development; and

WHEREAS, in order to facilitate the use of Excess Bond Proceeds consistent with all applicable bond covenants, the Successor Agency and the City have negotiated the terms of that certain Bond Proceeds Expenditure Agreement ("Agreement") requiring the transfer of current and future excess bond proceeds consistent with all applicable covenants; and

WHEREAS, the Successor Agency and City intend that the Agreement shall constitute an excess bond proceeds obligation within the meaning of Health and Safety Code Section 34191.4(c)(2)(A) to be paid from Excess Bond Proceeds; and

WHEREAS, the transfer of excess bond proceeds to the City under the Bond Expenditure Agreement will benefit the taxing agencies by facilitating the efficient use of such funds to support project and programs that will enhance property value and increase tax revenues to the taxing entities; and

WHEREAS, the Successor Agency will list obligations to be funded with Excess Bond Proceeds on its Recognized Obligation Payment Schedule (ROPS) for January 2015 through June 30, 2015, (ROPS 15-16B) and upon receiving Oversight Board approval and California Department of Finance approval will transfer excess bond proceeds set forth herein; and

WHEREAS, the City Council and Successor Agency have developed the spending plan for the excess tax allocation bond proceeds consistent with the original bond covenants; and

WHEREAS, the City Council desires to approve the Agreement and the Bond Spending Plan in substantially the form attached hereto as Exhibits A and B, respectively and the City Council seeks to appropriate the excess bond proceeds for the projects as listed in Exhibit B.

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

Section 1. Each of the foregoing recitals is true and correct.

Section 2. The City Council hereby finds and determines, based on all evidence and testimony contained in the record before it, that the use of Excess Bond Proceeds in accordance with the Bond Spending Plan to fund the projects that involve City-owned public building, facilities, structures, or other public or private improvements is an accordance with the Health and Safety Code Sections 33445, 33445.1, and 33679 and other applicable law.

Section 3. The City Council hereby finds and determines based on all evidence and testimony contained in the record before it, as follows:

a. That the acquisition of land and/or the installation or construction of the projects will be of benefit to the Successor Agency's redevelopment project area by helping to eliminate one or more blighting conditions within former redevelopment project areas;

b. That due to fiscal constraints on the City's general fund and the high number of capital projects competing for limited City resources, the City's Capital Improvement Program budget is unable to provide funding for the project, and therefore no other reasonable means of financing the projects are available to the City other than Successor Agency funding; and

c. That the use of Excess Bond Proceeds for the projects listed in the Bond Spending Plan is consistent with the implementation plan adopted for the Successor Agency's redevelopment project areas.

d. That the transfer to, and use of excess bond proceeds by, the City for expenditures consistent with applicable bond covenants will benefit the affected taxing agencies by promoting the efficient use of such funds and thereby will result in community benefits and increased tax revenues to the taxing entities, based on the reason and analysis set forth above and in the staff report accompanying the Resolution. The City Council hereby further finds and determines the transfer of excess bond proceeds to the City will help fulfill the intent of the dissolution laws to expeditiously wind-down the affairs of the former Redevelopment Agency.

e. That the City Council appropriates and allocates excess bond proceeds to the projects listed in Exhibit B.

Section 4. The City Council hereby approves the Bond Proceeds Expenditure Agreement in substantially the form attached hereto as Exhibit A and incorporated herein. The City Council hereby approves the execution and performance under the Bond Expenditure Agreement that would (1) transfer current and future excess tax allocation bond proceeds to the City to fund redevelopment projects and programs not previously funded and obligated by the Successor Agency or City, and (2) require that such funds be used by the City consistent with the applicable bond covenants in furtherance of the purposes of redevelopment under the California Community Redevelopment Law. The City Council finds the Bond Expenditure Agreement and the obligations of the Successor Agency thereunder will constitute the creation of excess bond proceeds obligations under Health and Safety Code Section 34191.4(c)(2)(A).

Section 5. The City Council hereby approves the Bond Spending Plan in substantially the form attached hereto as Exhibit B and incorporated herein. The Oversight Board acknowledged that, pursuant to the terms of the Bond Proceeds Expenditure Agreement, the City may amend the Bond Spending Plan, subject to compliance with all applicable bond covenants.

Section 6. The Mayor of the City of Montclair is hereby authorized and directed to execute the Bond Proceeds Expenditure Agreement in the form presented herewith with such changes, insertions and omissions as may be approved by the Executive Director, said execution being conclusive evidence of such approval.

Section 7. The City Manager of the City of Montclair (or designee) is hereby authorized and directed as follows:

- a. List the Agreement, and the requirement to transfer excess bond proceeds set forth therein, on the Successor Agency's Recognized Obligation Payment schedule for January 1, 2015 through July 30, 2015 ("ROPS 15-16B") and any future Recognized Obligation Payment Schedule as necessary as an obligation to be funded with Excess Bond Proceeds until approved by the California Department of Finance; and

- b. Upon receiving approval of the ROPS 15-16B from the California Department of Finance, transfer all Excess Bond Proceeds to the City for use by the City in accordance with the Bond Expenditure Agreement and the Bond Spending Plan.

Section 8. This Resolution shall take immediately upon its adoption.

APPROVED AND ADOPTED this XX day of XX, 2014.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Secretary of the Deputy City Clerk to the City of Montclair, DO HEREBY CERTIFY that Resolution No. 14-3045 was duly adopted by the City Council of the City of Montclair at a regular meeting thereof 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

EXHIBIT A

BOND PROCEEDS EXPENDITURE AGREEMENT

This Bond Expenditure Agreement (the "Agreement") is entered into effective _____, 2014, by and between the City of Montclair (City), a municipal corporation (the "City"), and the City of Montclair as Successor Agency to the City of Montclair Redevelopment Agency ("Successor Agency") under Health and Safety Code Section 34173 pursuant to City Council Resolution No. _____, Successor Agency Resolution No. _____, and the Oversight Board to the Successor Agency of the City of Montclair Redevelopment Agency ("Oversight Board") Resolution No. 14-05.

RECITALS

- A. The Successor Agency received its Finding of Completion under Health and Safety Code Section 34179.7 from the California Department of Finance on May 16, 2013.
- B. Health and Safety Code Section 34191.4(c) allows a successor agency that has received a finding of completion to use bond proceeds from bonds issued prior to 2011 for purposes for which the bonds were sold, provides that such proceeds in excess of amounts needed to satisfy approved enforceable obligations shall be expended in a manner consistent with the original bond covenants, and further provides that such expenditures shall constitute "excess bond proceeds obligations" that shall be listed separately on the successor agency's Recognized Obligation Payment Schedule ("ROPS").
- C. The Successor Agency has and will have so-called "excess bond proceeds," *i.e.*, pre-2011 tax allocation bond proceeds that are not otherwise obligated for a project or other enforceable obligation. The Successor Agency wishes to use such proceeds for redevelopment purposes consistent with applicable bond covenants.
- D. The California Community Redevelopment Law (Health and Safety Code Section 33000, *et seq.*) provides for a cooperative relationship between cities and their redevelopment agencies, as well as their successor agencies that have assumed the duties and obligations of the former redevelopment agencies. Under Health and Safety Code Section 33220, a city may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects. Health and Safety Code Section 33220(e) specifically authorizes a city to enter into an agreement with its redevelopment agency or any other public entity to further redevelopment purposes. Health and Safety Code Section 34178 allows a successor agency and its sponsoring city to enter into agreements with the approval of the oversight board.
- E. The Successor Agency desires to provide excess bond proceeds to the City to enable the City to use such funds, in a manner consistent with the original bond covenants, to undertake projects and programs that were not previously funded and obligated by the Successor Agency or the City. The City has adopted a

spending plan for using such excess bond proceeds (the "Bond Spending Plan") to advance the City's community development goals while maximizing fiscal and social benefits flowing to the taxing entities from successful development. The City Council has found that the use of excess bond proceeds to fund projects that involve City-owned public buildings, facilities, structures, or other improvements is in accordance with Health and Safety Code Sections 33445, 33445.1, and 33679 and other applicable law. The Oversight Board has determined that the expenditure of excess bond proceeds in accordance with this Agreement will benefit the affected taxing entities, and has approved the execution of this Agreement and the provision of excess bond proceeds to the City for the purposes described herein.

- F. In order to facilitate the use of excess bond proceeds consistent with the bond covenants, the Successor Agency and the City have negotiated this Agreement requiring the transfer of current and future excess bond proceeds by the Successor Agency to the City, and the City's use of such proceeds consistent with applicable bond covenants. The parties intend that this Agreement shall constitute an excess bond proceeds obligation within the meaning of Health and Safety Code Section 34191.4(c)(2)(A) to be paid from excess bond proceeds. With Oversight Board approval, the Successor Agency has listed this Agreement, and the requirement to transfer excess bond proceeds herein, on its Recognized Obligation Payment Schedule ("ROPS") for January 1, 2015, through June 30 of 2015 ("ROPS 14-15B") as an obligation to be funded with excess bond proceeds.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. RECITALS

The recitals above are an integral part of this Agreement and set forth the intentions of the parties and the premises on which the parties have decided to enter into this agreement.

2. DEFINITIONS

For purposes of this Agreement, the following terms shall have the indicated meaning:

The "Dissolution Law" means Parts 1.8 and 1.85 of Division 24 of the California Health and Safety Code, commencing with Section 34170, and other statutes governing the dissolution of redevelopment agencies and the wind-down of redevelopment activities.

"Bond Proceeds" mean (1) proceeds from tax allocation bonds issued on or before December 31, 2010; (2) rents, sale proceeds and other revenues generated by properties acquired and/or improved with proceeds from tax allocation bonds issued on or before December 31, 2010; (3) interest and principal paid on loans funded by proceeds from tax allocation bonds issued on or before December 31, 2010; and (4) other income or revenues generated from assets acquired or funded with proceeds from tax allocation bonds issued on or before December 31, 2010.

"Excess Bond Proceeds" means Bond Proceeds that are not needed to satisfy Enforceable Obligations approved on a ROPS.

"Enforceable Obligations" mean enforceable obligations, other than Excess Bond Proceeds obligations, as defined under the Dissolution Law.

"Bond Spending Plan" is defined in Recital E.

3. SUCCESSOR AGENCY'S OBLIGATIONS

The Successor Agency shall have the following obligations under this Agreement:

3.1. CURRENT EXCESS BOND PROCEEDS. The Successor Agency shall transfer to the City, no later than June 30, 2015, Excess Bond Proceeds currently held by the Successor Agency. As of the date of this agreement, the amount held is \$14,221,593.38 and the transfer will include this amount and any interest earned to the date of transfer.

3.2. FUTURE EXCESS BOND PROCEEDS. The Successor Agency shall transfer to the City all future Excess Bond Proceeds held or received by the Successor Agency. Such future Excess Bond Proceeds shall include, without limitation, (1) Bond Proceeds previously obligated to a project or other Enforceable Obligation that become unobligated for any reason; (2) Bond Proceeds that become available in the form of rents, sale proceeds, loan repayments, or other revenues that are generated by properties or other assets acquired and/or improved with Bond Proceeds and that are not otherwise obligated to a project or other Enforceable Obligation; and (3) any other funds held by the Successor Agency that qualify as Excess Bond Proceeds under this Agreement.

The parties intend that payments of future Excess Bond Proceeds be made to the City as soon as possible after such Excess Bond Proceeds become available. The transfer of future Excess Bond Proceeds shall be made pursuant to an approved ROPS within 30 days of the commencement of the relevant ROPS period. The Successor Agency shall be responsible for ensuring that payments of future Excess Bond Proceeds, as such funds become available, are included on the next possible ROPS.

3.3. PROJECTS FUNDED BY EXCESS BOND PROCEEDS. The Successor Agency assigns to the City all responsibilities in relation to the administration of any projects or programs funded by Excess Bond Proceeds. The Successor Agency assigns to the City all contracts entered into by the Successor Agency or the former Redevelopment Agency of the City of Montclair related to activities to be funded by Excess Bond Proceeds, with the exception of those contracts retained by the Successor Agency related to Enforceable Obligations.

4. CITY'S OBLIGATIONS

The City shall have the following obligations under this Agreement:

- 4.1. **EXCESS BOND PROCEEDS.** The City shall accept, hold, and disburse Excess Bond Proceeds transferred to the City by the Successor Agency under this Agreement including current Excess Bond Proceeds and future Excess Bond Proceeds. The City shall retain any Excess Bond Proceeds that it receives, such as revenue generated from properties acquired or improved with Excess Bond Proceeds or payments on loans funded from Excess Bond Proceeds, without any obligation to return such funds to the Successor Agency, and shall use such funds for uses consistent with applicable bond covenants.

The City may spend Excess Bond Proceeds received or retained under this Agreement on any project, program, or activity authorized under the Bond Spending Plan. However, the City must spend Excess Bond Proceeds consistent with the original bond covenants applicable to the particular Excess Bond Proceeds. The City shall be solely responsible for ensuring that Excess Bond Proceeds are maintained and spent in accordance with bond covenants and other applicable laws. The City may transfer funds between approved projects, programs and activities, or between project areas as long as the transfer benefits project areas and applicable bond covenants do not restrict such funds to a particular project area.

The City assumes all contracts entered into by the Successor Agency or the former Redevelopment Agency of the City of Montclair related to activities to be funded by Excess Bond Proceeds, with the exception of those contracts retained by the Successor Agency relating to Enforceable Obligations. The City shall perform its obligations hereunder, and under such assumed contracts, in accordance with the applicable provisions of federal, state, and local laws, including the obligation to comply with environmental laws such as CEQA, and shall timely complete the work required for each project.

- 4.2. **BOND SPENDING PLAN.** The City shall be solely responsible for maintaining and implementing the Bond Spending Plan. The City may amend the Bond Spending Plan as the City deems necessary in its sole discretion. Any amendments to the adopted Bond Spending Plan will consider uses that advance the City's community development goals while maximizing fiscal and social benefits flowing to the taxing entities from successful development. Notwithstanding any contrary provision hereof, unless the City expressly agrees otherwise, the City shall not be obligated to provide funding for any program or project in an amount exceeding the Excess Bond Proceeds provided to the City pursuant to this Agreement.

5. ENTIRE AGREEMENT; WAIVERS; AND AMENDMENTS

- 5.1. This Agreement constitutes the entire understanding and agreement of the parties with respect to the transfer and use of Excess Bond Proceeds. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

5.2. This Agreement is intended solely for the benefit of the City and the Successor Agency. Notwithstanding any reference in this Agreement to persons or entities other than the City and the Successor Agency, there shall be no third party beneficiaries under this Agreement.

5.3. All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representatives of the parties.

6. SEVERABILITY

If any term, provisions, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding, or unenforceability. In addition, the parties shall cooperate in good faith in an effort to amend or modify this Agreement in a manner such that the purpose of any invalidated or voided provision, covenant, or condition can be accomplished to the maximum extent legally permissible.

7. DEFAULT

If either party fails to perform or adequately perform an obligation required by this Agreement within thirty (30) calendar days of receiving written notice from the nondefaulting party, the party failing to perform shall be in default hereunder. In the event of default, the nondefaulting party will have all the rights and remedies available to it at law or in equity to enforce the provisions of this contract including, without limitation, the right to sue for damages for breach of contract or to seek specific performance. The rights and remedies of the nondefaulting party enumerated in this paragraph are cumulative and shall not limit the nondefaulting party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of the Agreement or hereinafter enacted or established, that may be available to the nondefaulting party against the defaulting party.

8. BINDING ON SUCCESSORS

This Agreement shall be binding on and shall inure to the benefit of all successors and assigns of the parties, whether by agreement or operation of law.

9. FURTHER ASSURANCES

Each party agrees to execute, acknowledge and deliver all additional documents and instruments and to take such other actions as may be reasonably necessary to carry out the intent of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned parties have executed this Bond Expenditure Agreement effective as of the date first above written.

"CITY"

THE CITY OF MONTCLAIR,
a municipal corporation

Paul M. Eaton
Mayor

APPROVED AS TO FORM AND LEGALITY:

Diane E. Robbins
City Attorney

"SUCCESSOR AGENCY"

THE CITY OF MONTCLAIR AS SUCCESSOR AGENCY,
successor agency to the City of Montclair Redevelopment
Agency under Health and Safety Code Section 34173

Paul M. Eaton
Chair of Successor Agency Board

EXHIBIT B
 BOND SPENDING PLAN
 FOR
 FORMER CITY OF MONTCLAIR REDEVELOPMENT AGENCY
 BOND PROCEEDS

- **Reconstruct Central Avenue Alignment to Montclair Plaza:** This project would consist of the reconstruction of the Central Avenue entrance to the Montclair Plaza to align with the entrance of Montclair East Shopping Center to create a new intersection. The improvements would involve planning, design, engineering, costs associated with RFP and bid solicitation, signal relocation, additional signalization, onsite drive aisle and parking modifications, median island modifications and relandscaping, and installation of monument signage.

Estimated Project Cost: \$ 1,015,000
 Source of Funds: \$ 491,379 Project Area No. III Taxable Bonds
 \$ 523,621 Project Area No. III Tax-Exempt Bonds

- **Construction of a Transition to the Montclair Transcenter from Arrow Highway to Accommodate Future Needs for Relocation of the Metrolink Track/Gold Line:** This project would construct a walkable path of travel to the Montclair Transcenter for commuters. The project would entail design, engineering, costs associated with RFP and bid solicitation, acquisition of easements, construction of a sidewalk in the No. 3 north bound lane of Monte Vista Avenue north of Arrow Highway, construction of walkway improvements in the Montclair Transcenter from Monte Vista Avenue, installation of lighting and landscaping along the sidewalk and walkway, and associated construction of certain walkway improvements from Arrow Highway.

Estimated Project Cost: \$ 1,041,200
 Source of Funds: \$ 1,041,200 Project Area No. III Tax Exempt Bonds

- **Construction of Street Improvements to Implement North Montclair Downtown Specific Plan:** This project consists would construct a variety of street improvements in North Montclair that would assist in the implementation of the North Montclair Downtown Specific Plan Transit Oriented Development. Project elements would include design, landscape plans, street plans, engineering and costs associated with RFP and bid solicitation. The project would reconstruct Central Avenue from the I-10 Freeway to the City limits, reconstruct and install median and streetscape improvements on Arrow Highway from Central Avenue to Monte Vista Avenue, reconstruct Fremont Avenue including streetscape improvements from Arrow Highway to Moreno Street and reconstruct Moreno Street from Central Avenue to Monte Vista Avenue.

Estimated Project Cost: \$ 6,032,500
 Source of Funds: \$ 4,299,915 Project Area No. III Tax Exempt Bonds
 \$ 13,132 Project Area No. IV Tax Exempt Bonds
 \$ 1,719,347 Project Area No. V Tax Exempt Bonds

- **Complete Utility Undergrounding Project on Central Avenue from North City Limit to Richton Street:** The former City of Montclair Redevelopment Agency had begun a project to underground the overhead utilities on Central Avenue from Richton Street to the northern City limits. Payment was made to Southern California Edison Company for preparation of the plans. This project would complete the undergrounding process of this segment of Central Avenue with the bid solicitation and construction of the project.

Estimated Project Cost: \$ 385,000
 Source of Funds: \$ 385,000 Project Area No. III Tax Exempt Bonds

- **Landscape Central Avenue I-10 Freeway On and Off Ramps:** This project would have the City work with the California Department of Transportation to obtain the appropriate permits and agreements to relandscape the Central Avenue on- and off-ramps at the I-10 Freeway. The current landscape consists of several pine trees and ice plant ground cover, which is dead in many areas. The landscape has become weed choked and unsightly. The sprinkler system installed by the state frequently lacks maintenance, causing jets of water to spray in the air until repairs can be made, which can take weeks or months. The City would seek to prepare landscape and irrigation plans subject to review by Caltrans and to relandscape the subject area with a water-saving landscape palette that would benefit the City's image. It is likely Caltrans would require the City to assume maintenance responsibility for the landscape upon its installation.

Estimated Project Cost: \$ 760,000
 Source of Funds: \$ 54,823 Project Area No. I Taxable Bonds
 \$ 705,177 Project Area No. V Tax Exempt Bonds

- **Alma Hofman Park Improvements:** The proposed improvements to Alma Hofman Park would involve construction or placement of a small building near the Skateboard Park to facilitate supervision of the skateboard park. The building would include a check-in counter, area for rental of equipment, and restroom. Persons using the Skateboard Park would be required to check in and check out through the staffed building. Supervision and management of the Skate Park would help to ensure that appropriate gear is worn by skateboarders. The facility would also allow for programming of events at the Skate Park, whereby trained staff could offer lessons, camps, and positive activities centered on physical fitness and personal development. Facilitating supervision of the Skate Park would greatly reduce the number of Police and Fire Department service calls to the Park.

Estimated Project Cost: \$ 128,000
 Source of Funds: \$ 128,000 Project Area No. I Taxable Bonds

- **Reeder Ranch Park Site:** The proposed project would construct a historical and cultural center park site on land owned by the former City of Montclair Redevelopment Agency. The location of the proposed park site is 4385 Holt Boulevard adjacent to the existing historical Reeder Ranch. Project costs would include architectural, engineering, landscape design costs, and costs associated with bid solicitation. A preliminary site plan of the park has been developed. Development

of the park site would include construction of a building that would act as a historical and cultural center regarding the City's citrus-related past to be owned and operated by the City. The facility would house artifacts related to the City's citrus heritage and development. The building would include restroom facilities. The City would partner with the Ontario-Montclair School District on development of programs to instruct school children about the City's past, sub-urban and urban development, and environmental issues. The facility would also include an outdoor amphitheatre for City/School District-sponsored community events. This amphitheatre would be used for environmental and healthy-eating programs associated with the community orchard (fruit park) and a community garden, to be developed onsite, where fresh fruits and produce would be furnished to children and the community at large. A parking lot would be constructed to serve the cultural center and the community activities associated with the city programs. **The planned use of this property is not a parking lot for the adjacent Reeder Foundation site; it is a community park with historical influences that would be an attraction to the community and beneficial to the local school system. Bond proceeds associated with this project would NOT be used for projects or programs at the adjoining Reeder Foundation site.**

Estimated Cost:	\$ 4,850,000
Source of Funds:	\$ 3,755,029 Project Area No. V Taxable Bonds
	\$ 1,094,971 Project Area No. V Tax Exempt Bonds

- **Acquisition of 5326 San Bernardino Street:** Taxable bond proceeds would be used to acquire the property at 5326 San Bernardino Street. The property was purchased by the former Redevelopment Agency in 2003. The property houses the first City Hall structure for the City of Montclair. The property contains a single-family dwelling unit and garage with attached structures. The property is zoned C2-Restricted Commercial. The site can no longer be used for residential purposes. **The size and pie shape of the 5326 San Bernardino Street parcel make the site impossible to develop commercially.** The portion of the structure containing the original City Hall building gives the location and that structure some slight historical significance to the City. However, the site can only be sold and developed if it becomes part of a larger land assemblage. The property is located adjacent to a vacant pie-shaped commercial lot on the corner of Central Avenue and San Bernardino Street. The adjoining property has very limited development potential without the addition of the 5326 San Bernardino Street property.

The property also contains a number of illegal building additions. The property has not been tested for lead or asbestos. Given the age of the structures, lead and asbestos are likely to be found, making for costly demolition of the onsite structures. DOF has disallowed funds from the RPTTF for appraisal services for this property. Staff attempted to get an estimate of value of the location from a real estate professional, but the professional declined because of the development constraints on the property. Staff therefore looked back at the last valuation of the site. The total assessed value of the property was \$39,998. Of this value, \$21,900 was for the improvements. However, the improvements must be removed from the site because the property cannot be redeveloped residentially. Given demolition, asbestos abatement, and lead removal costs, the demolition cost of the structures is estimated to be \$30,000.

It is, therefore, suggested the value for the site would be approximately \$10,000 given the demolition costs.

The City would propose to purchase the site for \$10,000 from the Successor Agency. Upon sale, any proceeds would be sent to the County of San Bernardino for distribution to the taxing entities.

Estimated Cost:	\$	10,000
Source of Funds:	\$	10,000 Project Area No. V Taxable Bonds

Total Estimated Project Costs: \$ 14,221,700

Total Bond Proceed Costs: \$ 14,221,594

**MINUTES OF THE MEETING OF THE MONTCLAIR
CODE ENFORCEMENT COMMITTEE HELD ON
MONDAY, JULY 28, 2014, 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; Police Captain Avels, Director of Community Development Lustro, Senior Code Enforcement Officer Fondario, Deputy City Manager/Director, Office of Economic Development Staats, Deputy City Attorney Holdaway.

Absent: Director, Office of Public Safety/Police Chief deMoet

III. APPROVAL OF MINUTES

A. Minutes of Code Enforcement Committee Meeting of June 16, 2014

It was the consensus of the Code Enforcement Committee to approve the minutes of the Code Enforcement Committee meeting of June 16, 2014.

IV. PUBLIC COMMENT

Long-time resident and Planning Commissioner Don Vodvarka attended the meeting and commented regarding code enforcement issues in his neighborhood such as fences falling apart, boats not being attended to and weeds growing in the gutters.

V. OLD BUSINESS

1. Residential landscape maintenance. Council Member Dutrey shared example photos of properties that mostly had “clean-up” issues such as keeping inoperative vehicles clean (clearing the cobwebs, putting air in the tires, washing them). Discussion followed regarding lack of sufficient staffing in Code Enforcement, increasing staffing by

hiring a part-time person, hiring reserves, and how to get education of lawn maintenance to residents.

Senior Code Enforcement Officer Fondario spoke about a new program he developed to help residents comply with property maintenance requirements using low-cost landscape alternatives. It utilizes tree contractors that are willing to deliver wood chips directly to the homeowner free of charge, and home improvement centers and nurseries that are willing to give a discount for drought-tolerant plants. Chino Basin Water Conservation District also will perform a computer simulation of how the wood chips and plants would look if the homeowner brings them a photo of their yard. Discussion followed regarding how busy Code Enforcement has been and is. Current personnel is barely able to keep up with just the complaints coming in, they are not able to perform proactive inspections and not able to get education out to the residents. More discussion followed regarding possibly getting interns to assist and hiring part-time employees. The Committee agreed, if funding can be identified, to hire two part-time employees to assist the Division by performing field work, assisting with the alternative landscape program, returning phone calls, and issuing correction notices.

VI. NEW BUSINESS

None.

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

No update this month.

VIII. NEXT MEETING

Due to vacation schedules, the August meeting will be cancelled and the next meeting is scheduled for Monday, September 15, 2014, at 6:00 p.m. in the City Hall Conference Room.

IX. ADJOURNMENT

At 6:46 p.m., Council Member Paulitz adjourned the Code Enforcement Committee.

Submitted for Code Enforcement
Committee approval,



Laura Embree

Administrative Secretary

MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
AUGUST 4, 2014, AT 8:15 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Pro Tem Ruh called the meeting to order at 8:15 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 July
21, 2014.**

Moved by City Manager Starr, seconded by Mayor Pro Tem Ruh,
and carried unanimously to approve the minutes of the Personnel
Committee meeting of July 21, 2014.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

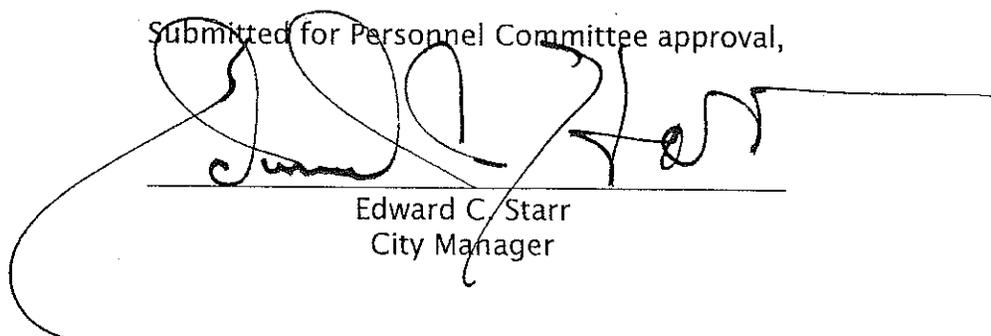
At 8:16 p.m., the Personnel Committee went into Closed Session
regarding personnel matters related to appointments, resignations/
terminations, and evaluations of employee performance.

At 8:31 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 8:31 p.m., Mayor Pro Tem Ruh adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager

CITY OF MONTCLAIR

TREASURER'S REPORT

FOR THE MONTH ENDING

July 31, 2014

CITY OF MONTCLAIR
STATEMENTS OF COMPLIANCE WITH THE INVESTMENT POLICY
AND
INVESTMENT STRATEGY FOR AUGUST 2014

July 31, 2014

COMPLIANCE STATEMENT

As of July 31, 2014, the City had \$9,153,247 invested in various financial instruments. This conforms with the investment policy approved by the City Council.

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


Janet Kulbeck
Accountant

INVESTMENT STRATEGY FOR THE MONTH OF AUGUST 2014

During August surplus moneys will be invested in the Local Agency Investment Fund and other investments authorized in the Investment Policy. The City has sufficient funds available to meet expenditures during the six month period ending January 31, 2015.

CITY OF MONTCLAIR
STATEMENT OF CASH AND INVESTMENTS BY FUND
AS OF July 31, 2014

Fund	Beginning Balance	Receipts	Disbursements	Interfund Transfers	Ending Balance
General Fund	(\$1,693,345.90)	\$3,107,472.59	\$4,388,462.15	(\$179,753.30)	(\$3,154,088.76) (1)
Gas Tax Fund	\$1,137,248.86	\$42,892.16	\$211,778.68	(\$393,896.69)	\$574,465.65
Measure I Fund	\$592,931.23	\$37,731.53	\$0.00	\$16,018.83	\$646,681.59
Traffic Safety Fund	\$238,549.42	\$12,162.39	\$0.00	(\$135,000.00)	\$115,711.81
Disability Access Fee Fund	\$2,291.00	\$175.00	\$221.10	\$0.00	\$2,244.90
Park Development Fund	\$384,311.52	\$5,697.84	\$672.11	\$0.00	\$389,337.25
C.D.B.G. Fund	\$93,799.88	\$0.00	\$2,130.00	\$0.00	\$91,669.88
Air Quality Improvement Trust Fund	\$122,711.96	\$1,696.00	\$3,682.26	\$422.36	\$121,148.06
Senior Nutrition Fund	(\$3,759.35)	\$11,546.23	\$13,100.10	\$0.00	(\$5,313.22) (2)
Forfeiture Fund - State	\$37,535.06	\$45.04	\$0.00	\$129.19	\$37,709.29
Prop 30 / SB 109	\$70,313.37	\$0.00	\$0.00	\$242.01	\$70,555.38
SB 509 Public Safety Fund	\$117,641.08	\$23,895.00	\$39,176.55	\$0.00	\$102,359.53
Forfeiture Fund - Federal	\$114,232.22	\$0.00	\$0.00	\$393.17	\$114,625.39
Section 11489 Subfund	\$43,847.75	\$7.95	\$150.92	\$150.92	\$44,006.62
Federal Forfeiture Fund - Treasury	\$863.24	\$0.00	\$0.00	\$2.97	\$866.21
School District Grant Fund	\$0.00	\$0.00	\$0.00	\$64,000.00	\$64,000.00
State Supplemental Law Enforcement Fund	\$153,790.93	\$0.00	\$0.00	(\$99,470.68)	\$54,320.25
Local Law Enforcement Block Grant	\$121.67	\$0.00	\$0.00	\$0.42	\$122.09
Crime Prevention Fund	7114.92000	\$19.21	\$2,095.98	\$24.49	\$5,062.64
Recycling Grant	33116.66	\$10,044.00	\$10,707.00	\$113.98	\$32,567.64
After School Program Fund	(\$4,791.73)	\$118,689.21	\$105,246.21	\$0.00	\$8,651.27
California Nutrition Grant Fund	(\$15,289.54)	\$0.00	\$500.86	\$0.00	(\$15,790.40) (2)
First 5 Grant Fund	(\$83,181.86)	\$26,991.43	\$36,514.95	\$0.00	(\$92,705.38) (2)
Safety Department Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OMSD Immunization Grant	\$25,095.10	\$23,142.78	\$31,101.52	\$0.00	\$17,136.36
Mt. Baldy United Way Grant	\$12,838.78	\$2,090.81	\$3,429.34	\$0.00	\$11,500.25
Kaiser Permanente Grant	\$24,050.44	\$0.00	\$0.00	\$0.00	\$24,050.44
OMSD Resource Center Grant	\$2,579.74	\$32.54	\$337.49	\$0.00	\$2,274.79
Title IIIB Senior Support Services Grant	\$5,623.00	\$0.00	\$0.00	\$0.00	\$5,623.00
Community Foundation Grant	(\$327.45)	\$799.17	\$905.61	\$0.00	(\$433.89) (2)
ASES Supplemental Grant	(\$8,464.08)	\$15,073.70	\$5,046.81	\$0.00	\$1,562.81
Hope Through Housing Grant	(\$1,494.07)	\$658.97	\$1,285.59	\$0.00	(\$2,120.69) (2)
Paramedic Fund	(\$630,238.66)	\$9,526.73	\$30,605.34	\$300,024.10	(\$351,293.17) (4)
Economic Development	\$4,019,244.84	\$2,261.00	\$13,932.28	\$13,833.61	\$4,021,407.17
2005 lease Revenue Bond Debt Service	(\$275,815.25)	\$132,500.00	\$0.00	\$0.00	(\$143,315.25) (3)
Sewer Maintenance Fund	\$685,534.33	\$305,600.01	\$283,990.67	(\$197,967.70)	\$519,175.97
Sewer Replacement Fund	\$1,166,411.66	\$0.00	\$0.00	\$221,932.00	\$1,388,343.66
CFD 2011-1	(\$875.00)	\$0.00	\$2,910.33	\$0.00	(\$3,785.33) (5)
Inland Empire Utility Agency Fund	\$3,009,461.89	\$1,133.75	\$668,899.00	\$0.00	\$2,341,696.64
Sewer Expansion Fee	\$42,511.95	\$113.22	\$0.00	\$146.32	\$42,771.49
Developer Impact Fees - Local	\$242,572.36	\$0.00	\$0.00	\$0.00	\$242,572.36
Developer Impact Fees - Region	\$1,264,374.70	\$0.00	\$0.00	\$0.00	\$1,264,374.70
Burtec Pavement Impact Fee	\$109,966.76	\$17,118.28	\$0.00	\$0.00	\$127,085.04
Utility Undergrounding In Lieu	\$46,883.20	\$0.00	\$0.00	\$0.00	\$46,883.20
General Plan Update Fee	\$11,619.09	\$341.59	\$0.00	\$0.00	\$11,960.68
Infrastructure Fund	\$236,844.27	\$22,290.78	\$147,690.90	\$0.00	\$111,444.15
Contingency Fund	\$3,385,810.63	\$0.00	\$0.00	(\$27.29)	\$3,385,783.34 (1)
Youth Sponsorship Fund	\$85,770.43	\$9,269.41	\$0.00	\$0.00	\$105,039.84
Assigned General Fund Reserves	\$6,235,750.58	\$0.00	\$965.89	\$388,691.29	\$6,623,465.98 (1)
TOTALS	\$21,085,781.63	\$3,941,018.32	\$6,005,386.72	\$0.00	\$19,001,411.23

Notes on negative cash balances:

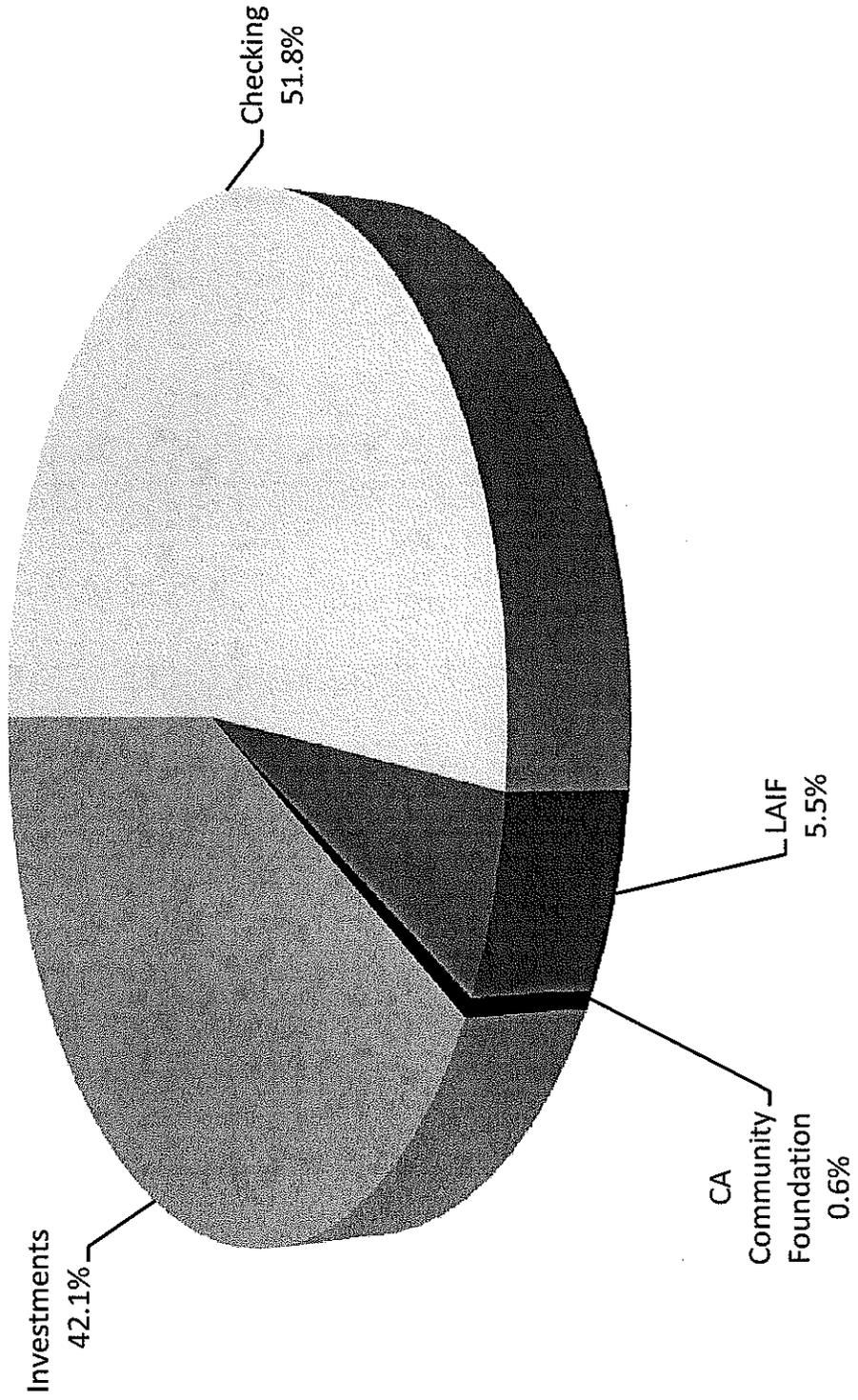
- (1) The General Operational Fund has a negative cash for the majority of the fiscal year awaiting property and sales tax collections. This is covered by the Contingency Fund and other General Fund Reserve Funds until those collections are received. The City is not utilizing restricted resources.
- (2) These are reimbursable grant funds that utilize general pool monies initially to cover expenditures pending reimbursement from the granting agencies. Therefore, it is not uncommon for these to be negative until that reimbursement is received.
- (3) This debt service operation utilizes transaction and use taxes which are part of the sales tax. These have been sufficient in prior fiscal years to cover the necessary debt service. This excess will be transferred to the General Fund to reimburse it for prior year usages.
- (4) This fund has had operational deficits from prior years. That deficit has been addressed during the budgeting process and will be recaptured through future revenues or from the Contingency Fund.
- (5) This fund receives assessments from property owners through property taxes and since those collections are part of property tax collections they will be received after expenditures are incurred. Therefore, cash will be negative until those taxes are received.

CITY OF MONTCLAIR
STATEMENT OF CASH AND INVESTMENT ACCOUNTS
AS OF July 31, 2014

	Par Value	Purchase Date	Maturity Date	Coupon Interest Rate	Current Market Value	Balance at Cost	Totals
CHECKING ACCOUNT							
Checking Account							\$ 9,848,164.27
CASH W/FISCAL AGENT, CD's, LAIF DEPOSITS, AND SHORT-TERM U.S. AGENCY SECURITIES							
Local Agency Investment Fund (LAIF)				25.000%	1,048,207.12	1,048,207.12	
Cash w/California Community Foundation				Unknown	105,039.84	105,039.84	
					<u>\$ 1,153,246.96</u>	<u>\$ 1,153,246.96</u>	
U.S. AGENCY SECURITIES							
FFCB	2,000,000	10/18/12	10/18/17	0.870%	1,983,120.00	2,000,000.00	
FHLB	2,000,000	11/13/12	11/13/17	0.875%	1,975,380.00	2,000,000.00	
FNMA	2,000,000	11/14/12	11/14/17	0.900%	1,975,620.00	2,000,000.00	
FNMA	2,000,000	11/15/12	11/15/17	1.000%	1,993,660.00	2,000,000.00	
					<u>\$ 7,927,780.00</u>	<u>\$ 8,000,000.00</u>	
TOTAL							<u>\$ 19,001,411.23</u>

Current market values obtained from First Tennessee Bank.

CITY OF MONTCLAIR
CASH AND INVESTMENTS BY ACCOUNT
July 31, 2014
Total Cash & Investments \$19,001,411



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

FOR THE MONTH ENDING

July 31, 2014

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SCHEDULE 1 - STATEMENT OF CASH AND INVESTMENTS BY FUND

SCHEDULE 2 - STATEMENT OF CASH AND INVESTMENTS

CASH AND INVESTMENTS GRAPH

CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH AND INVESTMENTS BY FUND
July 31, 2014

COMBINED OPERATING FUND

Operating 340,298.10 \$ 340,298.10

RORF

RORF Area I 0.00
RORF Area III 0.00
RORF Area IV 0.00
RORF Area V 0.00
RORF Area VI 0.00 \$ 0.00

BOND PROCEED FUNDS

Tax Exempt Bond Proceeds 9,782,362.31
Taxable Bond Proceeds 4,439,231.07 14,221,593.38

TOTAL CASH & INVESTMENTS BY FUND \$ 14,561,891.48

**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH AND INVESTMENTS
July 31, 2014**

	<u>Interest Rate</u>	<u>Market Value</u>	<u>Book Value</u>
Checking Account			
US Bank		2,792,061.41	2,792,061.41
Investments			
LAIF	0.25%	11,773,361.02	11,769,830.07
TOTAL CASH & INVESTMENTS		<u>14,565,422.43</u>	<u>14,561,891.48</u>

NOTE:

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

The Successor Agency has sufficient funds available to meet expenditures during the six-month period ending January 31, 2015.

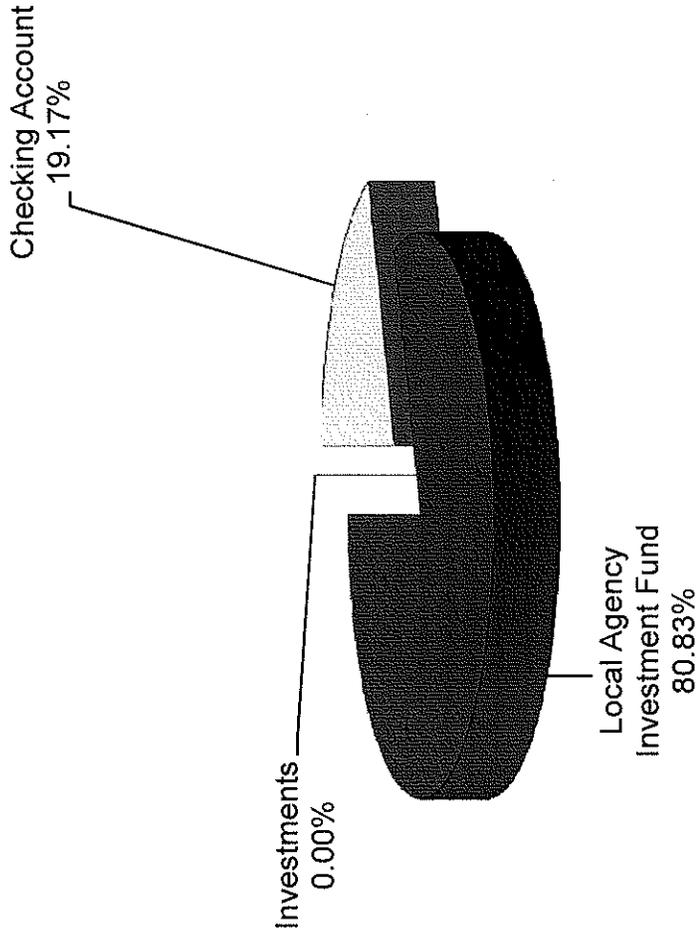
During July, the Successor Agency was in compliance with the internal control procedures set forth in its Investment Policy.



Michael Piotrowski
Finance Supervisor

**CITY OF MONTCLAIR AS SUCCESSOR TO THE REDEVELOPMENT AGENCY
CASH AND INVESTMENTS GRAPH
July 31, 2014**

Total Cash & Investments - \$14,561,891



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

FOR THE MONTH ENDING

July 31, 2014

City of Montclair
Final Warrant Register
Council Date 8/18/14
Regular Warrants
Checking Account: Successor to the RDA

	Warrants	Voided Checks	US Bank transfers - out	Area Totals
SRDA Combined Operating Fund	7,365.20	0.00	40,438.70	47,803.90
RORF (Redevelopment Obligation Retirement Funds)	0.00	0.00	0.00	0.00
Tax exempt bond proceeds	105.00	0.00	0.00	105.00
Taxable bond proceeds	45.00	0.00	0.00	45.00
	<hr/> 7,515.20	0.00	40,438.70	
				<hr/> 47,953.90 <hr/>
			July 2014 Total	

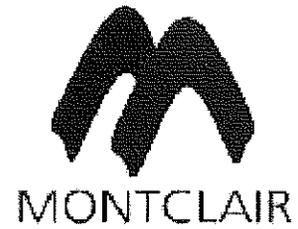
Note:
US Bank transfers
Reimburse City for July 2014 payrolls

Vice Chairman Ruh

Accounts Payable

Voucher Approval Document

User: mpiotrowski
Printed: 08/11/2014 - 4:01PM



CITY OF MONTCLAIR
FINAL WARRANT REGISTER
COUNCIL DATE: 8.18.14
REGULAR WARRANTS
CHECKING ACCOUNT: SRDA

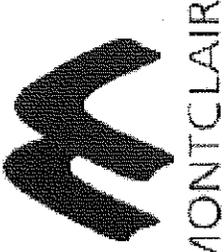
Fund	Description	Amount
2020	SRDA Combined Operating Fund	7,365.20
2810	Tax Exempt Bond Proceeds	105.00
2820	Taxable Bond Proceeds	45.00
Report Total:		7,515.20

Accounts Payable

Voucher Register

User: mpiotrowski

Printed: 08/11/2014 - 4:01PM



Voucher	Vendor	Account Number	Description	Invoice No.	Inv. Date	PO Number	Pmt. Date	Amount	Check
8044	Bank005 The Bank of New York Mellon	2020-4319-53230-400-00000	Admin Fees Project Area V 2006A and	252-1801807	7/31/2014		7/31/2014	3,360.20	8,044
8044	Bank005 The Bank of New York Mellon	2020-4319-53230-400-00000	Admin Fees Project Area V 2001 Bond:	252-1801808	7/31/2014		7/31/2014	3,148.20	8,044
8045	Best003 Best Best & Krieger LLP	2020-4319-53210-400-00000	Services Rendered through	728874	7/31/2014		7/31/2014	856.80	8,045
8046	Firs014 First Tennessee Bank	2810-0000-37010-300-00000	Safekeeping Fees	5038900	7/31/2014		7/31/2014	105.00	8,046
8046	Firs014 First Tennessee Bank	2820-0000-37010-300-00000	Safekeeping Fees	5038900	7/31/2014		7/31/2014	45.00	8,046
Grand Total:								7,515.20	

Book Transfer Daily Activity Detail

CITY OF MONTCLAIR

SinglePoint

Reported Activity From 07/01/2014 To 07/31/2014

Printed on 08/11/2014 at 4:09 PM PDT



Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
07/31/2014	\$16,488.71	153499275813	153499275805	Completed

Debit Account Name CITY OF MONTCLAIR SUCCESSOR AGENCY
Debit Account Type DDA
Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT
Credit Account Type DDA
Template Name
Memo Reimburse City for 7/31/14 payroll
Initiate Date 07/31/2014
Initiate Time 12:21PM CDT
Initiated By PIOTROWSKI
Completed Date 07/31/2014
Completed Time 12:21PM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
07/21/2014	\$10,253.86	153499275813	153499275805	Completed

Debit Account Name CITY OF MONTCLAIR SUCCESSOR AGENCY
Debit Account Type DDA
Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT
Credit Account Type DDA
Template Name
Memo Reimburse City for 7/17/14 payroll
Initiate Date 07/21/2014
Initiate Time 05:31PM CDT
Initiated By PIOTROWSKI
Completed Date 07/21/2014
Completed Time 05:31PM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
07/21/2014	\$13,696.13	153499275813	153499275805	Completed

Debit Account Name CITY OF MONTCLAIR SUCCESSOR AGENCY
Debit Account Type DDA
Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT
Credit Account Type DDA
Template Name
Memo Reimburse City for 7/2/14 payroll
Initiate Date 07/21/2014
Initiate Time 05:31PM CDT
Initiated By PIOTROWSKI
Completed Date 07/21/2014
Completed Time 05:31PM CDT

Total Number of Book Transfers: 3
Total Amount of Book Transfers: \$40,438.70

--- End of Report ---

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

FOR THE MONTH ENDING

July 31, 2014

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SCHEDULE 1 - STATEMENT OF CASH AND INVESTMENTS

CASH AND INVESTMENTS GRAPH

Schedule 1

CITY OF MONTCLAIR
HOUSING CORPORATION
STATEMENT OF CASH AND INVESTMENTS
July 31, 2014

	<u>Interest Rate</u>	<u>Market Value</u>	<u>Book Value</u>
Checking Account			
US Bank			477,016.17
Investments			
LAIF	0.25%	1,582,747.57	<u>1,582,274.87</u>
TOTAL CASH & INVESTMENTS			<u><u>2,059,291.04</u></u>

NOTE:

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

The Corporation has sufficient funds available to meet expenditures during the six-month period ending January 31, 2015.

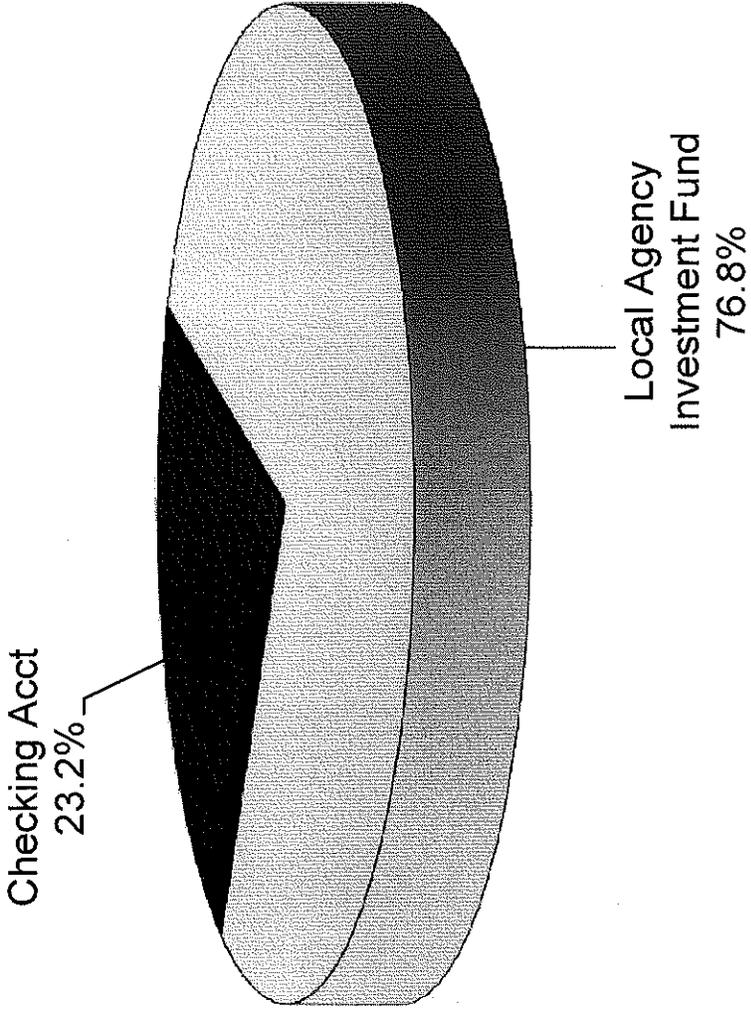
During July 2014, the Corporation was in compliance with the internal control procedures set forth in its Investment Policy.



Michael Piotrowski
Finance Supervisor

**CITY OF MONTCLAIR
HOUSING CORPORATION
CASH AND INVESTMENTS GRAPH
July 31, 2014**

Total Cash & Investments - \$2,059,291



**CITY OF MONTCLAIR
HOUSING CORPORATION
WARRANT REGISTER**

FOR THE MONTH ENDING

July 31, 2014

City of Montclair
Final Warrant Register
Council Date 8/18/14
Regular Warrants
Checking Account: MHC

<u>Warrants</u>	<u>ACH Transfers</u>	<u>Voided Checks</u>	<u>US Bank transfers</u>	<u>Totals</u>
38,470.07	0.00	0.00	65,415.09	103,885.16

July 2014 Total

103,885.16

US Bank transfers:

Reimburse City for June/July payrolls
and correct coding of property tax expense

Vice Chairman Ruh

Accounts Payable

Voucher Approval Document

User: mpiotrowski
Printed: 08/11/2014 - 5:47PM



CITY OF MONTCLAIR
FINAL WARRANT REGISTER
COUNCIL DATE: 8-18-14
REGULAR WARRANTS
CHECKING ACCOUNT: MHC

Fund	Description	Amount
3001	General Fund	38,470.07
Report Total:		38,470.07

Accounts Payable Voucher Register

User: mpiotrowski
Printed: 08/11/2014 - 5:41PM



Voucher	Vendor	Account Number	Description	Invoice No.	Inv. Date	PO Number	Pmt. Date	Amount	Check
4229	Buch002 Buchbinder Maintenance, Inc.	3001-4330-56170-400-00000	4811 Canoga-#E Bathroom Re-model	070114-A	7/1/2014		7/2/2014	2,353.81	4,229
4230	Grec003 Grecian Marble-Onyx	3001-4330-56170-400-00000	4811 Canoga-# E 3 wall panels	4811#E	7/2/2014		7/2/2014	1,450.00	4,230
4231	Land012 Landscape Maintenance Unlimited	3001-4330-56100-400-00000	MHC-June 2014 Svc	Jun 2014	7/2/2014		7/2/2014	13,020.00	4,231
4232	Mont002 City of Montclair	3001-4330-56100-400-00000	5225 Palo Verde 040114-053114	013553 0414	7/2/2014		7/2/2014	94.60	4,232
4232	Mont002 City of Montclair	3001-4330-56100-400-00000	9010 Fremont 040114-053114	045202 0414	7/2/2014		7/2/2014	94.60	4,232
4233	Sout021 Southern California Gas Co	3001-4330-56100-400-00000	10390 Amherst 051314-061214	19572389484 614	6/16/2014		7/2/2014	31.58	4,233
4233	Sout021 Southern California Gas Co	3001-4330-56100-400-00000	4820 Canoga 051314-061214	18932395009 614	6/16/2014		7/2/2014	218.73	4,233
4233	Sout021 Southern California Gas Co	3001-4330-56100-400-00000	4811 Canoga 051314-061214	15782395006 614	6/16/2014		7/2/2014	283.80	4,233
4234	TKRP001 T.K.R. Plumbing	3001-4330-56170-400-00000	4811 Canoga-# E Tub demo	6065	6/19/2014		7/2/2014	2,170.00	4,234
4235	Buch002 Buchbinder Maintenance, Inc.	3001-4330-56170-400-00000	4811 Canoga-#B water damaged ceiling	070914-A	7/9/2014		7/17/2014	778.69	4,235
4235	Buch002 Buchbinder Maintenance, Inc.	3001-4330-56170-400-00000	4811 Canoga-#B bthrm tub surround re	070714-A	7/7/2014		7/17/2014	2,764.55	4,235
4236	Enri002 E Alcantara Construction	3001-4330-56170-400-00000	5444 Palo Verde-Agmt No 14-19 Lands	Pmt-Retention	7/17/2014		7/17/2014	6,639.80	4,236
4237	Phil005 Phil May Landscape Architect	3001-4330-53290-400-00000	5444 Palo Verde-landscape Plans & Co	071714	7/17/2014		7/17/2014	400.00	4,237
4238	Sout018 Southern California Edison Co	3001-4330-56100-400-00000	10410 Amherst 061114-071114	2315792325 0714	7/12/2014		7/17/2014	40.15	4,238
4238	Sout018 Southern California Edison Co	3001-4330-56100-400-00000	10380 Pradera 061114-071114	2185722790 0714	7/12/2014		7/17/2014	45.48	4,238

Voucher	Vendor	Account Number	Description	Invoice No.	Inv. Date	PO Number	Pmt. Date	Amount	Check
4238	Sour018 Southern California Edison Co	3001-4330-56100-400-00000	10390 Pradera 061114-071114	2185722824 0714	7/12/2014		7/17/2014	58.02	4,238
4239	TKRP001 T.K.R. Plumbing	3001-4330-56170-400-00000	4811 Canoga #B- Demo tub, shower, to	6071	6/18/2014		7/17/2014	2,170.00	4,239
4240	Hele001 Helena Gardens Owners Association	3001-4330-56100-400-00000	Canoga Apts- Aug 2014	Aug 2014	7/31/2014		7/31/2014	243.35	4,240
4240	Hele001 Helena Gardens Owners Association	3001-4330-56100-400-00000	4791 Canoga- Aug 2014	Aug 2014	7/31/2014		7/31/2014	109.95	4,240
4241	Mont002 City of Montclair	3001-4330-56100-400-00000	9448 Carrillo 050114-063014	014651 0714	7/2/2014		7/31/2000	94.60	4,241
4241	Mont002 City of Montclair	3001-4330-56100-400-00000	9644 Central 050114-063014	017746 0714	7/2/2014		7/31/2000	94.60	4,241
4241	Mont002 City of Montclair	3001-4330-56100-400-00000	9741 Central 050114-063014	012584 0714	7/2/2014		7/31/2000	94.60	4,241
4241	Mont002 City of Montclair	3001-4330-56100-400-00000	9751 Central 050114-063014	012567 0714	7/2/2014		7/31/2000	94.60	4,241
4241	Mont002 City of Montclair	3001-4330-56100-400-00000	9761 Central 050114-063014	012565 0714	7/2/2014		7/31/2000	94.60	4,241
4241	Mont002 City of Montclair	3001-4330-56100-400-00000	9815 Central 050114-063014	005254-0714	7/2/2014		7/31/2000	94.60	4,241
4241	Mont002 City of Montclair	3001-4330-56100-400-00000	9945 Central 050114-063014	013220 0714	7/2/2014		7/31/2000	94.60	4,241
4241	Mont002 City of Montclair	3001-4330-56100-400-00000	9963 Central 050114-063014	017666 0714	7/2/2014		7/31/2000	94.60	4,241
4241	Mont002 City of Montclair	3001-4330-56100-400-00000	10079 Central 050114-063014	008157 0714	7/2/2014		7/31/2000	94.60	4,241
4241	Mont002 City of Montclair	3001-4330-56100-400-00000	10087 Central 050114-063014	008156 0714	7/2/2014		7/31/2000	94.60	4,241
4241	Mont002 City of Montclair	3001-4330-56100-400-00000	9010 Fremont 050114-063014	045202 0714	7/2/2014		7/31/2000	189.20	4,241
4241	Mont002 City of Montclair	3001-4330-56100-400-00000	5290 Orchard 050114-063014	005941 0714	7/2/2014		7/31/2000	94.60	4,241
4241	Mont002 City of Montclair	3001-4330-56100-400-00000	5225 Palo Verde 050114-063014	013553 0714	7/2/2014		7/31/2000	189.20	4,241
4242	Mont043 Montclair Meadows Owners Assoc	3001-4330-56100-400-00000	10380 Pradera- Aug 2014	Aug 2014	7/31/2014		7/31/2014	50.00	4,242
4242	Mont043 Montclair Meadows Owners Assoc	3001-4330-56100-400-00000	10390 Pradera- Aug 2014	Aug 2014	7/31/2014		7/31/2014	50.00	4,242

Voucher	Vendor	Account Number	Description	Invoice No.	Inv. Date	PO Number	Pmt. Date	Amount	Check
4242	Mont043 Montclair Meadows Owners Assoc	3001-4330-56100-400-00000	10333 Pradera- Aug 2014	Aug 2014	7/31/2014		7/31/2014	50.00	4,242
4243	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	10087 Central 051314-071414	04702203 0714	7/14/2014		7/31/2000	222.88	4,243
4243	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	10079 Central 051314-071414	04702301 0714	7/14/2014		7/31/2000	172.80	4,243
4243	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	5290 Orchard 051314-071414	04702105 0714	7/14/2014		7/31/2000	357.92	4,243
4243	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	9963 Central 051314-071414	04703501 0714	7/14/2014		7/31/2000	170.79	4,243
4243	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	9945 Central 051314-071414	04703707 0714	7/14/2014		7/31/2000	155.19	4,243
4243	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	9815 Central 051314-071414	03213204 0714	7/14/2014		7/31/2000	269.73	4,243
4243	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	9761 Central 051314-071414	03214211 0714	7/14/2014		7/31/2000	128.45	4,243
4243	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	9751 Central 051314-071414	03214408 0714	7/14/2014		7/31/2000	187.04	4,243
4243	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	9741 Central 051314-071414	03214608 0714	7/9/2014		7/31/2000	183.79	4,243
4243	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	5444 Palo Verde 050614-070314	01101801 0714	7/3/2014		7/31/2000	135.13	4,243
4243	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	9448 Carrillo 050614-070314	01113202 0714	7/3/2014		7/31/2000	135.61	4,243
4243	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	5225 Palo Verde 050614-070314	01305203 0714	7/3/2014		7/31/2000	202.46	4,243
4243	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	9644 Central 050614-070314	01307103 0714	7/3/2014		7/31/2000	214.26	4,243
4243	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	9010 Fremont 050614-070314	00205008 0714	7/3/2014		7/31/2000	186.87	4,243
4244	Sout018 Southern California Edison Co	3001-4330-56100-400-00000	10330/10380 Amherst 061214-071414	2315959668 0714	7/16/2014		7/31/2000	84.05	4,244
4244	Sout018 Southern California Edison Co	3001-4330-56100-400-00000	4811 Canoga 061214-071414	2038188173 0714	7/16/2014		7/31/2000	328.80	4,244
4244	Sout018 Southern California Edison Co	3001-4330-56100-400-00000	4811 Canoga Gate 061214-071414	2024259988 0714	7/16/2014		7/31/2000	27.27	4,244
4244	Sout018 Southern California Edison Co	3001-4330-56100-400-00000	4820 Canoga 061214-071414	2038187969 0714	7/16/2014		7/31/2000	281.04	4,244

Voucher	Vendor	Account Number	Description	Invoice No.	Inv. Date	PO Number	Pmt. Date	Amount	Check
4245	South021 Southern California Gas Co	3001-4330-56100-400-00000	10390 Amherst 061214-071414	19572389484 714	7/16/2014		7/31/2000	28.14	4,245
4245	South021 Southern California Gas Co	3001-4330-56100-400-00000	4811 Canoga 061214-071414	15782395006 714	7/16/2014		7/31/2000	282.44	4,245
4245	South021 Southern California Gas Co	3001-4330-56100-400-00000	4820 Canoga 061214-071414	18932395009 714	7/16/2014		7/31/2000	179.30	4,245
Grand Total:								38,470.07	

Book Transfer Daily Activity Detail

CITY OF MONTCLAIR

SinglePoint

Reported Activity From 07/01/2014 To 07/31/2014

Printed on 08/11/2014 at 4:10 PM PDT



Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
07/31/2014	\$13,286.15	153499275821	153499275805	Completed

Debit Account Name MONTCLAIR HOUSING CORPORATION
 Debit Account Type DDA
 Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT
 Credit Account Type DDA
 Template Name
 Memo Reimburse City for 7/31/14 payroll
 Initiate Date 07/31/2014
 Initiate Time 12:21PM CDT
 Initiated By PIOTROWSKI
 Completed Date 07/31/2014
 Completed Time 12:21PM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
07/21/2014	\$13,973.70	153499275821	153499275805	Completed

Debit Account Name MONTCLAIR HOUSING CORPORATION
 Debit Account Type DDA
 Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT
 Credit Account Type DDA
 Template Name
 Memo Reimburse City for 7/17/14 payroll
 Initiate Date 07/21/2014
 Initiate Time 05:31PM CDT
 Initiated By PIOTROWSKI
 Completed Date 07/21/2014
 Completed Time 05:31PM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
07/21/2014	\$11,363.71	153499275821	153499275805	Completed

Debit Account Name MONTCLAIR HOUSING CORPORATION
 Debit Account Type DDA
 Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT
 Credit Account Type DDA
 Template Name
 Memo Reimburse City for 7/2/14 payroll
 Initiate Date 07/21/2014
 Initiate Time 05:31PM CDT
 Initiated By PIOTROWSKI
 Completed Date 07/21/2014
 Completed Time 05:31PM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
07/09/2014	\$395.00	153499275821	153499275839	Completed

Debit Account Name MONTCLAIR HOUSING CORPORATION
 Debit Account Type DDA
 Credit Account Name MONTCLAIR HOUSING AUTHORITY
 Credit Account Type DDA
 Template Name
 Memo JE# 121-12-2014 correct coding of property tax expense
 Initiate Date 07/09/2014
 Initiate Time 06:04PM CDT
 Initiated By PIOTROWSKI
 Completed Date 07/09/2014
 Completed Time 06:04PM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
07/09/2014	\$12,708.10	153499275821	153499275805	Completed
Debit Account Name	MONTCLAIR HOUSING CORPORATION			
Debit Account Type	DDA			
Credit Account Name	CITY OF MONTCLAIR GENERAL ACCOUNT			
Credit Account Type	DDA			
Template Name	.			
Memo	Reimburse City for 6/19/14 payroll			
Initiate Date	07/09/2014			
Initiate Time	04:46PM CDT			
Initiated By	PIOTROWSKI			
Completed Date	07/09/2014			
Completed Time	04:46PM CDT			

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
07/09/2014	\$13,688.43	153499275821	153499275805	Completed
Debit Account Name	MONTCLAIR HOUSING CORPORATION			
Debit Account Type	DDA			
Credit Account Name	CITY OF MONTCLAIR GENERAL ACCOUNT			
Credit Account Type	DDA			
Template Name	.			
Memo	Reimburse City for 6/5/14 payroll			
Initiate Date	07/09/2014			
Initiate Time	04:46PM CDT			
Initiated By	PIOTROWSKI			
Completed Date	07/09/2014			
Completed Time	04:46PM CDT			

Total Number of Book Transfers: 6
Total Amount of Book Transfers: \$65,415.09

--- End of Report ---

**CITY OF MONTCLAIR
HOUSING AUTHORITY
TREASURER'S REPORT
FOR THE MONTH ENDING
July 31, 2014**

TABLE OF CONTENTS

SCHEDULE 1 - STATEMENT OF CASH AND INVESTMENTS

CASH AND INVESTMENTS GRAPH

Schedule 1

CITY OF MONTCLAIR
HOUSING AUTHORITY
STATEMENT OF CASH AND INVESTMENTS
July 31, 2014

	<u>Interest Rate</u>	<u>Amount</u>
Checking Account		
US Bank		286,002.78
Investments		
LAIF	\$	0.00
TOTAL CASH & INVESTMENTS	\$	<u>286,002.78</u>

NOTE:

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

The Authority has sufficient funds available to meet expenditures during the six-month period ending January 31, 2015.

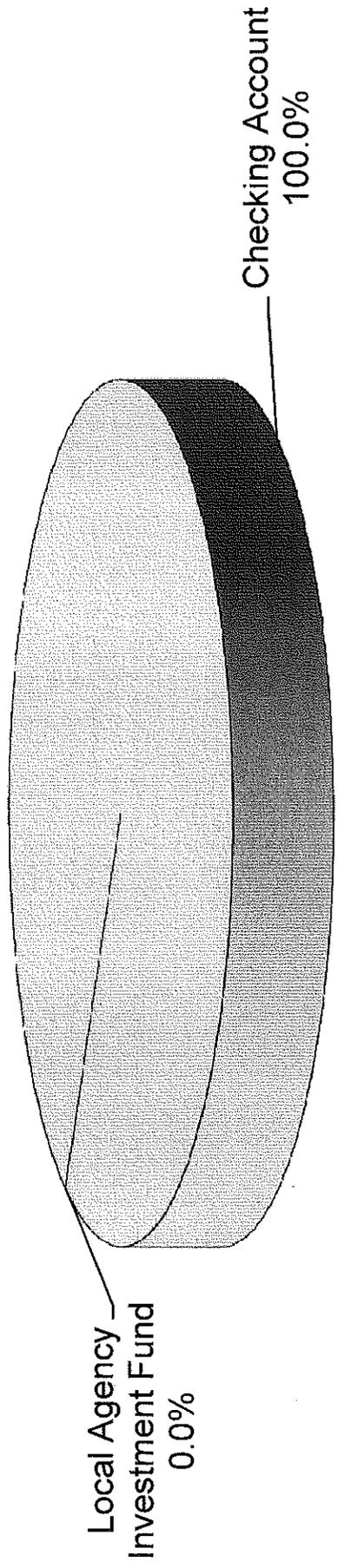
During July 2014, the Authority was in compliance with the internal control procedures set forth in its Investment Policy.



Michael Piotrowski
Finance Supervisor

**CITY OF MONTCLAIR
HOUSING AUTHORITY
CASH AND INVESTMENTS GRAPH
July 31, 2014**

Total Cash & Investments - \$286,002



**CITY OF MONTCLAIR
HOUSING AUTHORITY
WARRANT REGISTER**

FOR THE MONTH ENDING

July 31, 2014

City of Montclair
Final Warrant Register
Council Date 8/18/14
Regular Warrants
Checking Account: MHA

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

July 2014 Total 0.00

No payables activity this period

Vice Chairman Ruh