

**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

September 15, 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](http://www.ci.montclair.ca.us) and can be accessed the day following the meeting after 10:00 a.m.*

Page No.

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

**II. INVOCATION**

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

**III. PLEDGE OF ALLEGIANCE**

**IV. ROLL CALL**

**V. PRESENTATIONS**

- A. Introduction of New Employees and Promotee
- B. Presentation of a Donation by the Montclair Chamber of Commerce to Foothill Family Shelter

**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. 14-946 Amending Chapter 11.78 of the Montclair Municipal Code Related to Thrift Stores and Second-Hand Merchandise Stores [CC] 5
- B. Second 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] 8

**VIII. CONSENT CALENDAR**

- A. Approval of Minutes – None
- B. Administrative Reports
  - 1. Consider Receiving and Filing of Treasurer's Report [CC] 16
  - 2. Consider Approval of Warrant Register and Payroll Documentation [CC] 17
  - 3. Consider Receiving and Filing of Treasurer's Report [SA] 18
  - 4. Consider Approval of Warrant Register [SA] 19
  - 5. Consider Receiving and Filing of Treasurer's Report [MHC] 20
  - 6. Consider Approval of Warrant Register [MHC] 21
  - 7. Consider Receiving and Filing of Treasurer's Report [MHA] 22
  - 8. Consider Approval of Warrant Register [MHA] 23
  - 9. Consider Setting a Public Hearing to Consider Ordinance No. 14-947 Amending Chapter 8.16.020 of the Montclair Municipal Code [CC] 24
  - 10. Consider Setting a Public Hearing to Consider the Possible Execution and Delivery By the Montclair Public Financing Authority of Its Lease Revenue Refunding Bonds (Public Facilities Projects), Issue of 2014, in a Principal Amount Not to Exceed \$45,000,000 and the Execution and Delivery By the City of Montclair and the Montclair Public Financing Authority of a Lease Agreement, the Principal Amount of the Lease Payments Payable Under Which Shall Be Sufficient in Time and Amount to Pay Scheduled Debt Service on the Bonds [CC/MPFA] 30
- C. Agreements
  - 1. Consider Approval of Agreement No. 14-61 With the Hope Through Housing Foundation to Continue to Provide an After-School Program at San Antonio Vista Apartments [CC] 32
  - 2. Consider Approval of Agreement No. 14-78 With Montclair Golden Girls Softball League and Agreement Nos. 14-79 and 14-80 With Montclair Little League for Use of Ball Field Facilities [CC] 45

- 3. Consider Approval of Agreement No. 14-81 With the California Highway Patrol for Use of the Montclair Police Department Firearms Shooting Range [CC] 65
- 4. Consider Approval of Agreement No. 14-83 With Montclair-ET, LLC, to Permit Use of the Montclair Town Center to Operate a Certified Farmers Market in the City of Montclair [CC] 75
- 5. Consider Approval of Agreement No. 14-89 Amending Agreement No. 14-33 With Heritage Education Group to Operate a Certified Farmers Market at the Montclair Town Center [CC] 84
- 6. Consider Approval of Agreement No. 14-90 to Retain the Law Office of Jon F. Hamilton to Provide Legal and Consulting Services Related to Litigation and Employee Relations Matters [CC] 93

D. Resolutions

- 1. Consider Adoption of Resolution No. 14-3049 Adopting a Five-Year Capital Projects Needs Analysis [CC] 102
- 2. Consider Adoption of Resolution No. 14-3050, a Resolution of the City Council of the City of Montclair Authorizing the Execution and Delivery of Agreement No. 14-91, a Joint Exercise of Powers Agreement by and Between the City of Montclair and the Montclair Housing Authority [CC]  
  
Consider Adoption of Resolution No. 14-03, a Resolution of the Board of Directors of the Montclair Housing Authority Authorizing the Execution and Delivery of Agreement No. 14-91, a Joint Exercise of Powers Agreement by and Between the City of Montclair and the Montclair Housing Authority [MHA] 106
- 3. Consider City Council, Acting as Successor to the City of Montclair Redevelopment Agency Board of Directors, Adoption of Resolution No. 14-05 Adopting a Recognized Obligation Payment Schedule for January 1, 2015, Through June 30, 2015; Adoption of Administrative Budget for January 1, 2015, Through June 30, 2015; and Authorization of Certain Other Actions Pursuant to Section 34177 of Part 1.85 of the Health and Safety Code [SA] 126

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE - None

XI. COMMUNICATIONS

A. City Attorney

- 1. Closed Session Pursuant to Government Code Section 54956.9(d)(1) Regarding Pending Litigation

Montclair v. Beltran

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 Personnel Committee Meeting of September 2, 2014 132

**XII. CLOSED SESSION ANNOUNCEMENTS**

**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 Monday, October 6, 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 September 11, 2014.*

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER ADOPTION OF ORDINANCE NO. 14-946 AMENDING CHAPTER 11.78 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO THRIFT STORES AND SECOND-HAND MERCHANDISE STORES  <u>FIRST READING</u>	<b>DATE:</b> September 15, 2014 <b>SECTION:</b> PUBLIC HEARINGS <b>ITEM NO.:</b> A <b>FILE I.D.:</b> FLP025/LDU050 <b>DEPT.:</b> 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:** In June 2013, the City Council adopted Ordinance No. 13-933 amending Chapter 11.78 of the Montclair Municipal Code related to land uses allowed with a Conditional Use Permit (CUP). It has recently come to staff's attention that thrift stores and second-hand merchandise stores, which required a CUP prior to adoption of the aforementioned Ordinance, were inadvertently omitted from the Ordinance. Accordingly, staff is proposing to correct this oversight by expressly permitting thrift stores and second-hand merchandise stores in the C-3 (General Commercial) zone and the "C" (Commercial) and "BP" (Business Park) land use districts of the Holt Boulevard Specific Plan subject to approval of a CUP. Four of the five thrift stores currently operating in Montclair are located within these zoning/land use designations. The fifth thrift store, located on Central Avenue, is within the C-2 (Restricted Commercial) zone and would be allowed to continue to operate as a legal nonconforming use.

**FISCAL IMPACT:** Adoption of Ordinance No. 14-946 would result in no fiscal impact to the City.

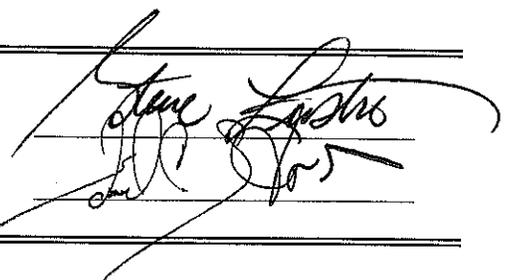
**RECOMMENDATION:** Staff recommends the City Council adopt the first reading of Ordinance No. 14-946 amending Chapter 11.78 of the Montclair Municipal Code related to thrift stores and second-hand merchandise stores.

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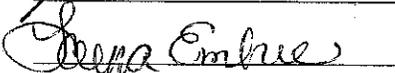
Prepared by:



Reviewed and  
Approved by:



Proofed by:



Presented by:

**ORDINANCE NO. 14-946**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING CHAPTER 11.78 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO THRIFT STORES AND SECOND-HAND MERCHANDISE STORES**

**WHEREAS**, in June 2013, the City Council amended the Montclair Municipal Code (MMC) through Ordinance No. 13-933, updating Chapter 11.78 related to the types of land uses allowed with a Conditional Use Permit (CUP); and

**WHEREAS**, prior to the adoption of Ordinance No. 13-933, thrift stores and second-hand merchandise stores were specifically identified in Section 11.78.030.D.19 MMC as land uses requiring a CUP; and

**WHEREAS**, it has come to staff's attention that said land uses were inadvertently omitted from Ordinance No. 13-933; and

**WHEREAS**, staff seeks to correct this oversight through the code amendment process.

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

**SECTION I. Amendment of Code.**

The following subsection is hereby added to Section 11.78.030(D) ("Commercial Uses (General Merchandise)") of the Montclair Municipal Code:

16. Thrift stores and second-hand merchandise stores (C-3; BP & C within HBSP).

**SECTION II. Severability.**

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

**SECTION III. Effective Date.**

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

**SECTION IV. Posting.**

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

**APPROVED AND ADOPTED** this XX day of XX, 2014.

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Mayor

**ATTEST:**

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Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 14-946 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

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Yvonne L. Smith  
Deputy City Clerk

# 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

SECOND READING

**DATE:** September 15, 2014

**SECTION:** PUBLIC HEARINGS

**ITEM NO.:** B

**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 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

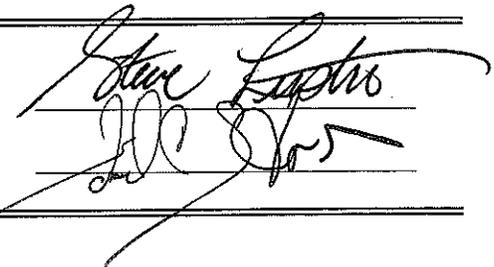
Policy Action 4.1 states, in part, that "...the City will analyze and revise the existing Zoning Ordinance to allow for emergency shelters..." and "...will comply with the requirements of the State in the following manner.

- 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/transition/supportive housing facility via discretionary approvals if it is consistent with adopted regulatory standards.
- o Evaluate development standard and regulatory provisions to ensure that standards encourage rather than discourage development."

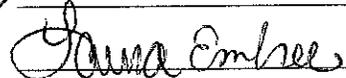
Prepared by:



Reviewed and Approved by:



Proofed by:



Presented by:



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.

At its meeting on August 18, 2014, the City Council continued this item to allow time for staff and the City Attorney to research whether state law allowed for cities to impose minimum separation requirements for emergency shelters. Through a subsequent review of California Government Code Section 65583, it has been determined that the City may impose a maximum 300-foot separation requirement for emergency shelters. Accordingly, attached Ordinance No. 14-944, specifically proposed Section 11.37.030(B), has been modified to include that development standard.

Subsequent to the August 18 meeting, additional concerns were raised by the City Council regarding inclusion of language in the ordinance stating that staff may revoke the business license of an emergency shelter if it becomes the source of excessive criminal activity. It is the City Attorney's opinion that staff already has the ability to pursue the revocation of a business license through existing provisions in the Municipal Code should a business operate in a manner constituting a public nuisance, including excessive criminal activity that has the potential to negatively impact the health and safety of the neighborhood or community; therefore, it is unnecessary to include that language in the ordinance.

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:** Adoption of Ordinance No. 14-944 would have no fiscal impact to the City.

**RECOMMENDATION:** Staff recommends the City Council adopt 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.

7. Proximity to other emergency shelters. No emergency shelter shall be located within 300 feet of another emergency shelter.

C. Operational standards.

1. Prior to commencing operation, an emergency shelter provider shall prepare a written management and operations plan and submit it to the City for review and approval by the Community Development Director and Police Chief. The management and operations plan shall include, without limitation, hours of operation; staffing levels; provisions for staff training; resident identification process; maximum length of stay; neighborhood outreach; policies regarding pets; the timing and location of outdoor activities; temporary storage of residents' personal belongings; safety and security; loitering control; management of outdoor areas; screening of residents to ensure compatibility with services provided at the shelter; and training, counseling, and social service programs for residents, as applicable. 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 or is occupied by at least one resident. 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, 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.

13. Separation. No more than one SRO development shall be permitted within a radius of one-quarter mile (1,320 feet) of another SRO development.

C. Operational standards.

1. Prior to issuance of a Certificate of Occupancy, the SRO operator shall submit a management plan to the City for review and approval by the Community Development Director and Police Chief. The management plan shall address operations, safety and security, and building maintenance.

2. 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. The management shall be solely responsible for the enforcement of all rules reviewed and approved by the City as part of the Conditional Use Permit.

3. 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.

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

**APPROVED AND ADOPTED** this XX day of XX, 2014.

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Mayor

**ATTEST:**

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Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that 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

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Yvonne L. Smith  
Deputy City Clerk

## AGENDA REPORT

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**SUBJECT:** CONSIDER RECEIVING AND FILING OF  
TREASURER'S REPORT

**DATE:** September 15, 2014

**SECTION:** ADMIN. REPORTS

**ITEM NO.** 1

**FILE I.D.:** FIN520

**DEPT.:** ADMIN. SVCS.

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**REASON FOR CONSIDERATION:** The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending August 31, 2014, pursuant to state law.

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

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Prepared by:

*Janet Kullback*  
*Janet Kullback*

Reviewed and  
Approved by:

*Donald L. Parker*  
*Donald L. Parker*

Proofed by:

Presented by:

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	<b>DATE:</b> September 15, 2014
	<b>SECTION:</b> ADMIN. REPORTS
	<b>ITEM NO.:</b> 2
	<b>FILE I.D.:</b> FIN540
	<b>DEPT.:</b> ADMIN. SVCS.

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

**BACKGROUND:** Mayor Pro Tem Ruh has examined the Warrant Register dated September 15, 2014, and Payroll Documentation dated July 27, 2014, and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated September 15, 2014, totals \$1,461,325.75. The Payroll Documentation dated July 27, 2014, totals \$565,936.25 gross, with \$392,379.15 net being the total cash disbursement.

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

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Prepared by:

*Joanne Smith*  
*[Signature]*

Reviewed and  
Approved by:

*[Signature]*  
*[Signature]*

Proofed by:

Presented by:

## AGENDA REPORT

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**SUBJECT:** CONSIDER RECEIVING AND FILING OF  
TREASURER'S REPORT

**DATE:** September 15, 2014

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 3

**FILE I.D.:** FIN510

**DEPT.:** SUCCESSOR RDA

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**REASON FOR CONSIDERATION:** The City Council acting as successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending August 31, 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 August 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 August 31, 2014.

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Prepared by:

*Michael Piotrowski*

Reviewed and  
Approved by:

*Donald L. Parker*

Proofed by:

*George Smith*

Presented by:

*[Signature]*

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## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF WARRANT REGISTER    **DATE:** September 15, 2014  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 4  
**FILE I.D.:** FIN530  
**DEPT.:** SUCCESSOR RDA

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**REASON FOR CONSIDERATION:** The City Council acting as successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Warrant Register for the month ending August 31, 2014, pursuant to state law.

**BACKGROUND:** Vice Chairman Ruh has examined the Successor to the Redevelopment Agency Warrant Register dated 08.01.14-08.31.14 in the amounts of \$91,195.50 for the Combined Operating Fund; \$0.00 for the Redevelopment Obligation Retirement Funds; \$0.00 from the Tax Exempt Bond Proceeds and \$0.00 from the Taxable Bond Proceeds and finds it to be in order.

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

**RECOMMENDATION:** Vice Chairman Ruh recommends the City Council as successor to the Redevelopment Agency Board of Directors approve the Successor to the Redevelopment Agency Warrant Register for the period ending August 31, 2014.

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Prepared by: <u>Michael Potrowsky</u>	Reviewed and Approved by: <u>Donald L. Parker</u>
Proofed by: <u>Gene R. Smith</u>	Presented by: <u>[Signature]</u>

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## AGENDA REPORT

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**SUBJECT:** CONSIDER RECEIVING AND FILING OF  
TREASURER'S REPORT

**DATE:** September 15, 2014

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 5

**FILE I.D.:** FIN525

**DEPT.:** MHC

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**REASON FOR CONSIDERATION:** The Montclair Housing Corporation Board of Directors is requested to receive and file the Montclair Housing Corporation Treasurer's Report for the month ending August 31, 2014, pursuant to state law.

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

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Prepared by:

*Michael Portnowsky*  
*Gene L. Smith*

Reviewed and  
Approved by:

*Daniel L. Parker*  
*[Signature]*

Proofed by:

Presented by:

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF WARRANT REGISTER    **DATE:** September 15, 2014  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 6  
**FILE I.D.:** FIN545  
**DEPT.:** MHC

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

**BACKGROUND:** Vice Chairman Ruh has examined the Warrant Register dated 08.01.14–08.31.14 in the amount of \$40,303.92 for the Montclair Housing Corporation and finds it to be in order.

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

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

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Prepared by:

*Michael Pithorsky*  
*Gronne Smith*

Reviewed and  
Approved by:

*Donald J. Parker*

Proofed by:

Presented by:

## AGENDA REPORT

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**SUBJECT:** CONSIDER RECEIVING AND FILING OF  
TREASURER'S REPORT

**DATE:** September 15, 2014

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 7

**FILE I.D.:** FIN525

**DEPT.:** MHA

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**REASON FOR CONSIDERATION:** The Montclair Housing Authority Board of Directors is requested to receive and file the Montclair Housing Authority Treasurer's Report for the month ending August 31, 2014, pursuant to state law.

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

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Prepared by:

*Michael Pistone*  
*Gonzo L Smith*

Reviewed and  
Approved by:

*Donald J Parker*  
*[Signature]*

Proofed by:

Presented by:

## AGENDA REPORT

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<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER	<b>DATE:</b>	September 15, 2014
		<b>SECTION:</b>	ADMIN. REPORTS
		<b>ITEM NO.:</b>	8
		<b>FILE I.D.:</b>	FIN545
		<b>DEPT.:</b>	MHA

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

**BACKGROUND:** Vice Chairman Ruh has examined the Warrant Register dated 08.01.14-08.31.14 in the amount of \$23,487.53 for the Montclair Housing Authority and finds it to be in order.

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

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

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Prepared by:

*Michael Pirohowsky*  
*Gloria L. Smith*

Reviewed and  
Approved by:

*Donald L. Parker*

Proofed by:

Presented by: \_\_\_\_\_

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# AGENDA REPORT

**SUBJECT:** CONSIDER SETTING A PUBLIC HEARING  
TO CONSIDER ORDINANCE NO. 14-947  
AMENDING CHAPTER 8.16.020 OF THE  
MONTCLAIR MUNICIPAL CODE

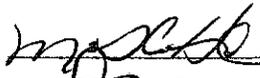
**DATE:** September 15, 2014  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 9  
**FILE I.D.:** FLP040  
**DEPT.:** PUBLIC WORKS

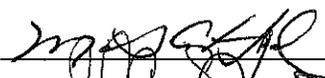
**REASON FOR CONSIDERATION:** The California Vehicle Code allows cities to regulate truck traffic on city streets by designating certain streets as either restricted or unrestricted streets. This restriction applies to vehicles exceeding a certain weight, generally 10,000 pounds. Chapter 8.16.020 of the Montclair Municipal Code identifies Montclair streets that are unrestricted, meaning that vehicles passing over them may weigh up to 80,000 pounds without any special permits being required to be on the street. Modifications to the Municipal Code, when needed, require the City Council's adoption of an Ordinance.

**BACKGROUND:** Chapter 8.16.020 of the Montclair Municipal Code was last amended in 2006 by Ordinance No. 06-874, at which time driving restrictions were removed from a portion of Monte Vista Avenue north of Mission Boulevard and Brooks Street east of Ramona Avenue. The change was made in conjunction with truck parking restrictions throughout the City. At that time, truck parking was prohibited anywhere in the City except for portions of Brooks Street east of Ramona Avenue.

Fines for violations of Chapter 8.16.020 of the Municipal Code are established under Paragraph 1 of this Chapter: "Any person or persons convicted for violations of this section shall be subject to the penalty set forth in the California Vehicle Code Section 42030 (a) through (d)." Fines are further clarified by Resolution No. 10-2853 adopted by the City Council in 2010. Under this Resolution, fines could be as high as \$42,000. Fines are based on both the amount of weight over the maximum permissible weight (10,000 pounds) and whether the violation is the first, second, or third such violation in a 12-month period.

The maximum potential fine to which a violator of Chapter 8.16.020 might be subjected is grossly out of proportion with the magnitude of the violation committed. Upon further research by staff, it was also determined that city fines in excess of \$1,000 were prohibited by state law under Government Code Section 36901. Therefore, fines set forth under Chapter 8.16.020-1 of the Municipal Code and by Resolution No. 10-2853 are in violation of state law and need to be revised. In addition, further amendments of this Chapter of the Municipal Code are also proposed as explained on the following page.

Prepared by:   
Proofed by: 

Reviewed and Approved by:   
Presented by: 

In Paragraph A of Chapter 8.16.020, streets are classified as either unrestricted, intermediate (less than 16,000 pounds), or restricted (less than 10,000 pounds). There are only two streets classified as intermediate streets within the City: Monte Vista Avenue between the I-10 Freeway and San Bernardino Street and San Bernardino Street throughout the City—Mills Avenue (Pomona) to Benson Avenue (Ontario). San Bernardino Street in Pomona is a restricted street, so it makes little sense allowing 16,000-pound trucks westbound on San Bernardino Street. When they reach Mills Avenue in Pomona, they cannot legally proceed straight or turn either direction on Mills Avenue. Unless making a pickup or delivery, they can only make a U-turn—not necessarily a safe move in this residential neighborhood. The same is true for San Bernardino Street at Benson Avenue in Ontario. It is a dead end street as far as trucks are concerned.

Therefore, it is proposed that the intermediate street designation be removed from San Bernardino Street; and with this removal, there is no longer a need for an intermediate street designation for Monte Vista Avenue from the I-10 Freeway to San Bernardino Street. With the elimination of both these sections, there is also no need for the intermediate street classification in the Municipal Code.

A minor modification of Chapter 8.16.020 Paragraph B.7 is also proposed. This change would designate that portion of Monte Vista Avenue between Holt Boulevard and Mission Boulevard as unrestricted, allowing trucks to legally travel between Holt and Mission Boulevards.

The elimination of the intermediate street classification discussed above means that Chapter 8.16.020 Paragraph C can be removed in its entirety. With the elimination of Paragraph C, the remaining paragraphs are relettered. Minor changes for clarity are shown in proposed Ordinance No. 14-947, a copy of which is attached for the City Council's review and consideration.

The last significant change affects the last Paragraph of this Chapter, formerly Paragraph I but now proposed Paragraph H. Instead of referencing the Vehicle Code for the fine, it will reference Chapter 1.12 of the Municipal Code.

**FISCAL IMPACT:** Under Chapter 8.16.020 as currently written, fines are established under a schedule set forth in the Vehicle Code that allows fines up to \$14,000; and under Resolution No. 10-2853, that allows penalties for multiple violations up to \$42,000. Citations over the past several years have ranged from several hundred dollars to as much as \$13,000. Most of the violations have fines in the \$4,000 to \$8,000 range. Virtually all of the citations are contested and wind up being appealed. On appeal, the citations are either overturned or upheld and, if upheld, the fines reduced to \$1,000 or less in accordance with Government Code Section 36901.

In 2013, 31 appeals were heard with 24 citations being upheld and 7 being overturned. This process resulted in fines being assessed up to \$24,000. With the fine schedule proposed under the new Paragraph H, the citation would be considered a misdemeanor and the fine set at \$1,000. Using the 2013 numbers, the revenue generated would still be as much as \$24,000. Therefore, the financial impact is revenue neutral.

**RECOMMENDATION:** Staff recommends the City Council set a public hearing for Monday, October 6, 2014, at 7:00 p.m. in the City Council Chambers to consider Ordinance No. 14-947 amending Chapter 8.16.020 of the Montclair Municipal Code.

ORDINANCE NO. 14-947

AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF MONTCLAIR AMENDING  
CHAPTER 8.16.020 OF THE MONTCLAIR  
MUNICIPAL CODE

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

Section I.

8.16.020 Truck routes.

A. Classification. The streets or portions thereof of the City are declared to be and are divided and classified into ~~three~~two groups and shall henceforth be known as and regulated as to heavy traffic by the names of such ~~three~~two groups, together with regulations pertaining thereto as set forth in this section. Such ~~three~~two groups are designated as: unrestricted streets; ~~intermediate truck routes~~ and restricted streets.

B. Unrestricted Streets. The streets designated in this subsection shall henceforth be known and designated as unrestricted streets, and the City imposes no weight restrictions or regulations thereon except as are contained in the Vehicle Code of the State:

1. Arrow Highway from the westerly City Limits to Benson Avenue;
2. Palo Verde Street from Monte Vista Avenue to Central Avenue;
3. Holt Boulevard from Mills Avenue to Benson Avenue;
4. Mission Boulevard from the westerly City Limits to Benson Central Avenue;
5. Monte Vista Avenue from Palo Verde Street to the northerly City Limits;
6. Central Avenue from the northerly City Limits to the southerly City Limits;
7. Monte Vista Avenue from Mission Boulevard to Brooks Holt Boulevard Street; and
8. Brooks Street from Ramona Avenue to a point 1,650 feet east of the centerline of Monte Vista Avenue.

~~C. Intermediate Truck Routes. Whenever signs are erected giving notice thereof, it is unlawful for any person owning or operating any motor vehicle or truck-trailer combination exceeding a maximum gross weight of 16,000 pounds to drive or propel the same, or cause or permit~~

~~the same to be driven or propelled, at any time upon, over or across any of the following streets, which are designated as intermediate truck routes:~~

- ~~1. San Bernardino Street, from Mills Avenue to Benson Avenue; and~~
- ~~2. Monte Vista Avenue, from Palo Verde Street to San Bernardino Street.~~

DC. Restricted Streets. It is unlawful for any person owning or operating any motor vehicle or truck-trailer combination exceeding a maximum gross weight of 10,000 pounds to drive or propel the same, or to cause or permit the same to be driven or propelled, at any time upon, over, or across any of the following streets, which are designated as restricted streets; Any and all streets or portions of streets not otherwise classified as unrestricted streets or intermediate truck routes.

ED. Exceptions. The provisions of this section shall not prohibit any vehicle or truck-trailer combination exceeding the prescribed maximum gross weight limit, coming from an unrestricted or less restricted street, having ingress and egress by direct route to and from such restricted streets when necessary for the purpose of making pickups or deliveries of goods, wares, and merchandise from or to any building or structure located on such restricted streets and for the purpose of delivering materials to be used in the actual and bona fide repair, alteration, remodeling, or construction of any building, or structure, or street upon such restricted street for which a building or construction permit has previously been obtained therefor; but then only by such deviation from the nearest unrestricted or less restricted street as is reasonably necessary.

FE. Exemptions. The provisions of this section shall not apply to:

1. Passenger buses under the jurisdiction of the Public Utilities Commission of the State;
2. Any vehicle owned by a public utility while necessarily in use in the construction, installation, servicing, or repair of any public utility;
3. Emergency vehicles of the City;
4. School buses under the jurisdiction of any school district;
5. Any vehicle owned by the City while necessarily in use in the construction, installation, servicing, or repair of any City-owned facility;

6. Any vehicle owned or operated by contractor or subcontractor under contract with the City while in use in the construction, installation, servicing, or repair of any City-owned facility; or
7. Refuse collection vehicles.

GE. Signs. The City Council, in accordance with the provisions of Section 35701 of the Vehicle Code of the State, determines that notice of the provisions of this section will best be given by posting unrestricted ~~the specific streets~~ affected by the provisions of this section; and the City Engineer is authorized to post appropriate signs on any such street, which signs shall state and declare the load limits established by the provisions of this section. The City Engineer may post appropriate signs on restricted streets as he/she deems necessary.

HG. Proof of Compliance. Any Police Officer shall have the authority to require any person driving or in control of any vehicle proceeding over a street to proceed to any public or private scale within a radius of ten miles for the purpose of weighing such vehicles and determining whether there has been compliance with the provisions of this section.

IH. Weight Violations—Penalty. Any person in violation of the provisions of this section shall be subject to the penalties set forth in Chapter 1.12 of the Montclair Municipal Code. ~~Any person or persons convicted for violations of this section shall be subject to the penalty set forth in the California Vehicle Code Sections 42030(a) through (d).~~

## 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.

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Mayor

**ATTEST:**

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Deputy City Clerk

I, Yvonne Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 14-947 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

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Yvonne Smith  
Deputy City Clerk

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER SETTING A PUBLIC HEARING TO CONSIDER THE POSSIBLE EXECUTION AND DELIVERY BY THE MONCLAIR PUBLIC FINANCING AUTHORITY OF ITS LEASE REVENUE REFUNDING BONDS (PUBLIC FACILITIES PROJECTS), ISSUE OF 2014, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$45,000,000 AND THE EXECUTION AND DELIVERY BY THE CITY OF MONTCLAIR AND THE MONTCLAIR PUBLIC FINANCING AUTHORITY OF A LEASE AGREEMENT, THE PRINCIPAL AMOUNT OF THE LEASE PAYMENTS PAYABLE UNDER WHICH SHALL BE SUFFICIENT IN TIME AND AMOUNT TO PAY SCHEDULED DEBT SERVICE ON THE BONDS	<b>DATE:</b> September 15, 2014 <b>SECTION:</b> ADMIN. REPORTS <b>ITEM NO.:</b> 10 <b>FILE I.D.:</b> CVC175/400/450 <b>DEPT.:</b> ADMIN. SVCS./MPFA
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**REASON FOR CONSIDERATION:** The City Council and members of the Montclair Public Financing Authority Board of Directors are requested to consider setting October 6, 2014, at 7:00 p.m. in the City Council Chambers as the date, time, and place for a public hearing regarding the possible refunding of the 2005 Lease Revenue Bonds and the potential opportunity to secure approximately \$18.8 million for capital improvement projects.

**BACKGROUND:** The Montclair Public Financing Authority issued approximately \$31.3 million in financing for the Police Facility, Senior Center, and Youth Center in 2005 after the approval of the local one-half cent sales tax (Measure F) by the Montclair electorate. Currently, because of lower interest rates, the Montclair Financing Authority and City could achieve a saving of approximately \$450,000 per year in refunding the 2005 Lease Revenue Bonds. Additionally, the Montclair Financing Authority and City Council may want to consider the opportunity to secure approximately \$18.8 million for capital improvement projects.

The City Council and Montclair Public Financing Authority Board are requested to set a public hearing to consider issuance of Lease Revenue Refunding Bonds, Issue of 2014, in a principal amount not to exceed \$45,000,000 and the execution and delivery of a Lease Agreement to pay the scheduled debt service on the bonds. The public hearing would be conducted on October 6, 2014, at 7:00 p.m. in the Montclair City Council Chambers.

**FISCAL IMPACT:** The cost to publish a public hearing notice regarding the proposed October 6, 2014 public hearing is not anticipated to exceed \$500.

**RECOMMENDATION:** Staff recommends the City Council and Montclair Public Financing Authority Board of Directors consider setting a public hearing for Monday, October 6, 2014, at 7:00 p.m. in the City Council Chambers of the City of Montclair located at

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Prepared by: <u>M. STATS</u>	Reviewed and Approved by: <u>M. STATS</u>
Proofed by: <u>George R. Smith</u>	Presented by: <u>[Signature]</u>

---

5111 Benito Street, Montclair, California, to consider the possible execution and delivery by the Montclair Public Financing Authority of its Lease Revenue Refunding Bonds (Public Facilities Projects), Issue of 2014, in a principal amount not to exceed \$45,000,000 and the execution and delivery by the City of Montclair and the Montclair Public Financing Authority of a Lease Agreement, the principal amount of the lease payments payable under which shall be sufficient in time and amount to pay scheduled debt service on the bonds.

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 14-61 WITH THE HOPE THROUGH HOUSING FOUNDATION TO CONTINUE TO PROVIDE AN AFTER-SCHOOL PROGRAM AT SAN ANTONIO VISTA APARTMENTS	<b>DATE:</b> September 15, 2014 <b>SECTION:</b> AGREEMENTS <b>ITEM NO.:</b> 1 <b>FILE I.D.:</b> HSV030 <b>DEPT.:</b> HUMAN SERVICES
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**REASON FOR CONSIDERATION:** The City Council is requested to consider accepting funds from the Hope Through Housing Foundation to continue to provide an After-School Program (ASP) at the San Antonio Vista Apartments Community Center.

A copy of proposed Agreement No. 14-61 is attached for the City Council's review and consideration.

**BACKGROUND:** For more than ten years, the Hope through Housing Foundation, a nonprofit corporation, has offered quality after-school academic and enrichment programs to residents and neighbors of the affordable housing communities of National Community Renaissance of California. These programs are offered at no cost to participants and take place in onsite community centers at National Community Renaissance of California developments, allowing children to come home to a familiar and welcoming environment.

The Montclair Community Collaborative (MCC) was organized in 1996 as a partnership of the City of Montclair, the Ontario-Montclair School District, nonprofit agencies, colleges, businesses, and residents to strengthen the community. The Collaborative works to provide "a quality community for all by working together as diverse, committed individuals and organizations." It engages in ongoing strategic planning in order to identify resources and develop services for children, youth, and adults in the community. The City of Montclair has provided an After-School Program since 1999 serving the social, emotional, and educational needs of children in the community.

Because of the success of MCC and of the City's current ASP, the Hope Through Housing Foundation has partnered with the City to provide an ASP at the San Antonio Vista Apartments Community Center. The ASP will be operated Monday through Thursday afternoons from 3:00 p.m. to 6:00 p.m. The City Council's approval of proposed Agreement No. 14-61 would allow the City of Montclair's After-School Program to continue its partnership with the Hope Through Housing Foundation.

The term of proposed Agreement No. 14-61 is October 1, 2014, through May 20, 2015.

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

---

**FISCAL IMPACT:** Should the City Council approve Agreement No. 14-61, the Hope Through Housing Foundation would award the City \$34,670 to fund staff, supplies, contract services, and publication and advertising to the ASP.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 14-61 with the Hope Through Housing Foundation to continue to provide an After-School Program at the San Antonio Vista Apartments Community Center.



**SERVICES/FACILITY AGREEMENT  
SAN ANTONIO VISTA APARTMENTS COMMUNITY CENTER**

This Facilities Use Agreement (the “**Agreement**”) is made and entered into this **1st** day of **October** of **2014** by and between City of Montclair, a California nonprofit, hereinafter referred to as the **PROVIDER**, and the Hope Through Housing Foundation a nonprofit corporation, hereinafter referred to as **HOPE**, with reference to the following recitals of fact:

RECITALS:

- A. **WHEREAS**, **HOPE** is the agency contracted to manage the SAN ANTONIO VISTA Apartment Community Center (the **CENTER**) in the affordable housing development known as the SAN ANTONIO VISTA Apartments (the “**Project**,” and
- B. **WHEREAS**, **HOPE** is able to provide space at the SAN ANTONIO VISTA Apartment Community Center (the **CENTER**) for programming available from the **PROVIDER**, and
- C. **WHEREAS**, such programming is deemed to be of benefit to the residents of the SAN ANTONIO VISTA Apartments neighborhood, and
- D. **WHEREAS**, the **PROVIDER** desires to provide certain social services, including, without limitation, after school services described in Exhibit A attached hereto and incorporated herein by this reference (“**PARTNER Activities**”) to residents of the **Project**.

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

AGREEMENT:

**1. PROVIDER**

- (a) Commencing on the date hereof, the **PROVIDER** shall provide eight months of **SERVICES** at the Property to residents of the **Project** and surrounding community pursuant to the terms of this Agreement. For purposes hereof, “**PARTNER Activities**” shall mean all of the services set forth on Exhibit A attached hereto, as well as such other services as the **PROVIDER**, or its affiliates, typically provide to participants of their programs.
- (b) To ensure the safety of all participants, the **PROVIDER** agrees to provide staffing to adequately service program attendees.
- (c) It is understood that at a minimum the “**PARTNER**” Program will be operated on Monday through Thursday from 3-6 p.m. to facilitate on site program support, enroll new attendees and answer questions. These hours are subject to change by

either party to this agreement based on need or space availability. Request for changes to be done via mail.

- (d) Time Schedules and use of areas or departments will be regulated by the staff of the PROVIDER with the knowledge and consent of the managing personnel of HOPE.
- (e) The minimum and maximum number of individuals to be enrolled in each class/activity is to be co-determined by the PROVIDER and HOPE personnel. The maximum number will be determined by the available seats/space.
- (f) Individuals to be enrolled in the classes shall be admitted to the program by PROVIDER personnel.
- (g) PROVIDER teachers/staff/volunteers will be responsible for all progress reports and evaluation of student/participant performance, if applicable.
- (h) PROVIDER shall obtain a written release of liability from each student/participant participating in the class/services offered by the PROVIDER. In the event the student/participant is a minor, PROVIDER will obtain a permission slip from the parent or guardian. Release of Liability Forms are available from HOPE Staff.
- (i) The PROVIDER will ensure that all staff will be properly trained and arrive on site prepared to run planned program as well as ensure that all onsite personnel are fingerprinted and screened in accordance with the laws of the State of California.

## 2. Term.

(a) The initial term of this Agreement (the “Initial Term”) shall commence on the date hereof and shall continue until the May 20, 2015; however, notwithstanding anything to the contrary set forth herein, either HOPE or the PROVIDER may terminate this Agreement at any time, with or without cause, on thirty (30) days prior written notice to the other party hereto. Further, HOPE may terminate the Agreement immediately upon any material breach of the agreement by the PROVIDER. This agreement may be extended beyond the period by agreement of both parties.

(b) Upon expiration of the Initial Term, as well as any annual term thereafter, the term of this Agreement shall be re-negotiated and new commencement and termination dates determined.

## 3. Cost.

(a) The initial cost of programming for the period of **October 1, 2014 to May 20, 2015** will be said amount of \$34,670.49. This cost covers staffing and operating costs as set forth on Exhibit B, attached hereto. **Monthly payments are not to exceed \$3,467.00 per month.**

(b) Upon expiration of agreement, programming cost will be re-negotiated with no automatic renewals set in place for said cost agreement.

(c) Monthly Actual costs will be invoiced to HOPE thereafter for programming provided and **are not to exceed \$3,467 per month**. PROVIDER is responsible for programming costs **not to exceed** total cost of contract amount of \$34,670 for the period of 10/01/14 to 5/20/15. Any unused portion of contract will be subject to forfeiture by PROVIDER. Payment will be due within 30 days of receipt of invoice.

4. **Reporting.**

(a) The Provider staff will cooperate with HOPE and NATIONAL COMMUNITY RENAISSANCE staff to collect and compile data for the purposes of community needs assessment and program evaluation.

(b) The Provider will inform HOPE of intent to participate in program evaluation activities initiated by any internal or external organization and will furnish copies of resulting reports and, where possible, data.

(c) The PROVIDER shall prepare and submit to the HOPE management staff, on a monthly basis, a report of services provided for documentation purposes of which said document will be provided by the HOPE management staff.

(d) The PROVIDER shall further provide supporting documentation on a monthly basis of program costs. The documents of support acceptable are but not limited to staff time sheets, receipts for items purchased to support programming on site, mileage sheets, and payroll itemized documents per site staff employee.

5. **Permitted Use.** The PROVIDER shall use only those portions of the Property designated by HOPE for the "PROVIDER's Program" and for no other use without HOPE's prior written consent, which consent may be withheld in HOPE's sole and absolute discretion. The PROVIDER's use of the Property as provided in this Agreement shall be in accordance with the following terms and conditions:

(a) The PROVIDER shall not do, bring or keep anything in on or about the Property that will cause a cancellation, suspension, or activation of an exclusion of any insurance coverage covering the Property and/or the Project.

(b) The PROVIDER shall strictly comply with all local, state and federal laws, rules and regulations relating to the use of the Property.

(c) The PROVIDER shall not use the Property, or any portion of the Project, in a manner that will constitute waste, nuisance or unreasonable annoyance to owners, residents or occupants of adjacent properties or buildings, or occupants of the Project, including, without limitation, the use of loudspeakers or sound or light apparatus that can be heard or seen outside the Project.

(d) The PROVIDER shall not do anything at the Property that will cause damage to the Project. No machinery, apparatus or other appliances shall be used or operated in or on the Property or the Project that will in any manner injure, vibrate or shake the Project.

(e) The PROVIDER agrees to maintain the space, site and equipment provided by HOPE in the same condition as provided, and to monitor students/participants adequately to ensure only normal and reasonable wear and tear.

(f) The PROVIDER agrees to assume the cost of repairs to space, site and/or equipment provided by HOPE if abnormal or unreasonable wear and tear results from PROVIDER's use.

6. **Alterations.** The PROVIDER shall not make any alterations to the Project and/or the Property without HOPE's prior written consent, which consent may be withheld in HOPE's sole and absolute discretion.

**7. Exculpation and Indemnity.**

(a) HOPE shall not be liable to the PROVIDER for any damage to the PROVIDER or the PROVIDER's property from any cause, except such damage that may be caused by the intentional misconduct or gross negligence of HOPE's agents, contractors, employees or invitees (but expressly excluding tenants of the Project and their respective invitees). Except as specified in the preceding sentence, the PROVIDER waives all claims against HOPE for damages to personal property arising for any reason.

(b) The PROVIDER shall indemnify, defend with counsel acceptable to HOPE, protect and hold HOPE harmless from and against any and all claims, losses, damages, demands, liabilities, and expenses, including, without limitation, reasonable attorney fees, arising from the PROVIDER's use or occupancy of the Property and/or the Project, or from the conduct of the PROVIDER's business, or from any activity, work or things done, permitted or suffered by the PROVIDER in, on or about the Property or elsewhere, and shall further indemnify, defend, protect and hold harmless HOPE from and against any and all claims, losses, damages, demands, liabilities and expenses, including, without limitation, reasonable attorney fees, arising from any breach or default in the performance of any obligation of the PROVIDER to be performed under the terms of this Agreement, or arising from any negligence of the PROVIDER, or any of the PROVIDER's agents, contractors, employees or invitees.

(c) HOPE shall indemnify, defend, protect and hold the PROVIDER harmless from and against any and all claims, losses, damages, demands, liabilities, and expenses, including, without limitation, reasonable attorney fees, arising from any breach or default in the performance of any obligation of HOPE to be performed under the terms of this Agreement, or arising from any negligence of HOPE, or any of HOPE's agents, contractors, employees or invitees.

**8. Insurance.**

(a) The PROVIDER, at its sole cost and expense, shall maintain and keep in full force and effect, workers' compensation, abuse and molestation, and liability insurance coverage with such carriers and within such limits as set forth in this Agreement and as HOPE shall require. Without limiting the generality of the foregoing, the PROVIDER shall maintain liability insurance in the amount of not less than \$1,000,000 combined single limit. The PROVIDER shall provide HOPE with duplicate originals or appropriate certificates of insurance verifying such coverage and an endorsement acceptable to HOPE before commencing services under this Agreement. The PROVIDER shall name all additional insured as required by HOPE in a separate communication.

(b) All insurance required by this Agreement shall be effective under policies issued by issuers of recognized responsibility, licensed or permitted to do business in the State of California.

(c) No required insurance policy shall be subject to any of the following events: cancellation, reduction in coverage or limits, or non-renewal, except after notice in writing shall have been sent by registered mail addressed to HOPE, not less than thirty (30) days prior to the effective date of such event. The PROVIDER shall, at least thirty (30) days prior to the expiration of any such policy, furnish HOPE with renewals or "binders" thereof or HOPE may order such insurance and charge the cost thereof to the PROVIDER, which amount shall be payable by the PROVIDER upon written demand.

(d) PROVIDER shall require carriers of above-coverage's to waive all rights to subrogation regarding the acts of HOPE and its officers, employees, agents, volunteers, contractors, and sub-contractors. Policies are required to be primary and non-contributory.

(e) HOPE is not liable for any premiums charged for coverage's, even if HOPE (and its employees, agents, officials, and volunteers) are named as additional insured. HOPE and Southern California Housing Development Corporation are not deemed partners or joint ventures with provider in the operation.

(f) In accordance with the State of California compensation laws, the PROVIDER shall maintain workers' compensation and employers' liability insurance for all persons employed by the PROVIDER in performance of services set forth herein. Such workers' compensation insurance shall cover liability within statutory limits for compensation based upon death or bodily injury claims made by, for or on behalf of any person incurring or suffering injury or death in connection with the operations by the PROVIDER on the Property. The PROVIDER shall provide HOPE with a certificate verifying such coverage or endorsement acceptable to HOPE before commencing services under this Agreement. Such policy shall require thirty (30) days notice to HOPE in writing prior to cancellation, termination or expiration of any kind.

9. **Assignment.** The PROVIDER shall not assign its interest in this Agreement without HOPE's prior written consent, which consent may be withheld in HOPE's sole and absolute discretion. Any assignment made without HOPE's consent shall be void. The PROVIDER recognizes and acknowledges that its obligation to provide SERVICES under this Agreement is not an ordinary obligation and that HOPE would not enter into this Agreement except in reliance on the PROVIDER's expertise and reputation, HOPE's knowledge of the PROVIDER, and HOPE's understanding that this Agreement is in the nature of an agreement involving personal services. HOPE is relying on the PROVIDER's expertise and prior experience to develop the SERVICES at the Project in accordance with the terms of this Agreement.

10. **Subordination.** This Agreement is and shall be junior and subordinate to any encumbrance now of record and any encumbrances recorded after the date of this Agreement affecting the Property. If any lender or other entity requires that this Agreement be expressly subordinated to any encumbrance now or in the future, this Agreement shall be subordinated to such encumbrance pursuant to a document which is in form and substance acceptable to HOPE and such lender. The PROVIDER shall execute, acknowledge, if appropriate, and deliver to HOPE or any other party a written agreement required by any lender to accomplish the purposes of this subparagraph.

11. **Notices.** Any notice or communication that either party desires or is required to give to the other party under this Agreement shall be in writing and either served personally or sent by prepaid first class mail in the United States, or by reputable overnight courier. Any notice or communication that either party desires or is required to give to the other party shall be delivered to the following addresses:

If to HOPE: Hope Through Housing Foundation  
C/o Natalie Reider  
9421 Haven Avenue  
Rancho Cucamonga, CA. 91730  
909/483-2444

If to PROVIDER: CITY OF MONTCLAIR  
C/o Laura Floyd-Cole  
5111 Benito Street  
Montclair, CA 91763  
909/625-9458

Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated (a) upon delivery, if personally delivered, (b) within forty-eight (48) hours from the time of mailing, if mailed in the United States mail return receipt requested, or (c) within twenty-four (24) hours from the time of mailing, if mailed by overnight courier.

**12. Delay and Waiver.**

(a) No delay or omission in the exercise of any right or remedy by HOPE upon any default by the PROVIDER shall impair such right or remedy or be construed to be a waiver.

(b) HOPE's consent to or approval of any act by the PROVIDER requiring HOPE's consent or approval shall not be deemed to waive or render unnecessary HOPE's consent to or approval of any subsequent act by the PROVIDER.

**13. Sale or Transfer.** If the legal owner of the Project sells or transfers all or any portion of the Property or the Project, HOPE, upon consummation of the sale or transfer, shall be released from any and all liability under this Agreement, including, without limitation, the obligation or liability to pay any further amounts pursuant to any Budget.

**14. No Discrimination.** There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the use, occupancy, tenure or enjoyment of the Property, nor shall the PROVIDER or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of individuals served at the Property.

**15. Hazardous Materials.**

(a) For purposes of this Agreement, "Hazardous Materials" shall mean petroleum, asbestos, flammable explosives, radioactive materials, hazardous wastes, toxic substances and hazardous substances and related materials identified under any federal, state or local law.

(b) The PROVIDER shall not permit or allow the use of any Hazardous Materials in on or under the Property and/or the Project in connection with any of its activities on the Property and/or the Project. The PROVIDER shall indemnify, defend, protect and hold harmless HOPE, its employees, officers, partners and agents from and against any and all loss, cost, damage, liability and expense, including, without limitation, reasonable attorneys' fees and costs of investigation, arising as a result of the use, transfer, storage or disposal of any Hazardous Materials in, on or under the Property and/or the Project by, through or under the PROVIDER, its agents or employees. The PROVIDER's obligations hereunder shall survive the termination of this Agreement.

**16. Miscellaneous.**

(a) Time of Essence. Time is of the essence of each provision of this Agreement.

(b) Successors. Subject to paragraph 8 above, this Agreement shall be binding on, and inure to the benefit of, the successors and assigns of the parties hereto.

(c) Exhibits. All exhibits referred to in this Agreement are attached to this Agreement and incorporated herein by this reference.

(d) California Law. This Agreement shall be construed in, and interpreted in accordance with, the laws of the State of California.

(e) Integrated Agreement; Modification. This Agreement contains all of the agreements of the parties hereto with respect to the subject matter hereof, and cannot be amended or modified except by a written agreement.

(f) Severability. The enforceability, invalidity or illegality of any provision hereof shall not render the other provisions of this Agreement unenforceable, invalid or illegal.

(g) Counterparts. This Agreement may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same instrument.

(h) Permits, Licenses and Approvals. PROVIDER is required to obtain and maintain all necessary permits, licenses, and approvals from any applicable local, state and federal agency. PROVIDER is further responsible for any clean up and must comply with all health and safety standards set by any governmental agency.

(i) Advertising and Promotional Materials. Any and all advertising promotion or notice of services provided must obtain prior approval by HOPE before distribution.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

**HOPE THROUGH HOUSING FOUNDATION**

**CITY OF MONTCLAIR**

\_\_\_\_\_  
Ciriaco Pinedo  
Chief Operating Officer

\_\_\_\_\_  
Paul M. Eaton  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
George Searcy  
Executive Director

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Yvonne L. Smith  
Deputy City Clerk

Date: \_\_\_\_\_

## **EXHIBIT A LIST OF SERVICES**

### **The PROVIDER will:**

#### **Programming**

- Follow HOPE's curricular guidelines and include the following program components:
  - A healthy snack according to CACFP guidelines
  - Physical recreation or movement
  - Homework assistance
  - Kidzlit, Peacebuilders, and Virtual Vacations curricula
  - Activities that promote family and child together time

#### **Recruitment/Retention**

- Develop and distribute marketing materials for programs and services.
- Maintain a minimum average daily/attendance of 40.
- Support marketing and recruitment for additional HOPE services (e.g., Supplemental Education Services).
- Development community engagement strategies to increase attendance and participation.
- Track all outreach activities (see attached document).

#### **Communication**

- Establish a 10-15 minute weekly meeting with SAN ANTONIO VISTA staff.
- Complete monthly reports to HOPE (forms are provided by HOPE).
- Immediately notify HOPE of any program closures or minimum days.
- Immediately notify HOPE of any absent staff.
- Immediately notify HOPE of any injuries or incidents.
- Include HOPE in PROVIDER's planning, educational and community events as appropriate.
- Participate in trainings, monthly phone check-ins, and quarterly partner meetings led by HOPE.

#### **Program Development and Sustainability**

- Support HOPE's fundraising and grantwriting strategy for all services and/or services at SAN ANTONIO VISTA Apartments.
- Submit the previous month's activities, classes, and special events.
- Ensure that all program staff have been TB skin-tested and have passed background checks.
- Ensure that a minimum of two staff are present during program hours at all times.
- Follow HOPE program guidelines as they are developed.
- Participate in HOPE's program promotion events, such as community meetings, events, and/or Lights on Afterschool.
- Give residents of SAN ANTONIO VISTA "first priority" in any and all services being offered.
- Provide proper liability insurance coverage for all employees engaging in business activities at the Center.
- Adequately supervise daily program operations.

**HOPE will:**

**Recruitment/Retention**

- Coordinate with Property Management to recruit participants.
- Assist in developing community engagement strategies to increase attendance and participation.

**Communication**

- Coordinate of a launch meeting with Property Management, PROVIDER and HOPE staff.
- Support PROVIDER's communication with Property Management.
- Participate in PROVIDER's planning, educational and community events as appropriate.

**Program Development and Sustainability**

- Negotiate a state snack program contract for the site, where possible.
- Provide technical assistance and capacity building support that may include program observations, meetings, trainings, workshops, access to print materials, or other activities that promote program sustainability.
- Provide access to computers, furniture, and some program supplies to be used by community members.
- Assist in the collection of evaluative program data and access to this data by PROVIDER's staff.
- Commit to CITY OF MONTCLAIR's vision and mission.
- Provide access to PROVIDER to the Center, including priority for programming, meetings, and access to office space where available.
- Provide ongoing maintenance, routine cleaning/supplies, repairs, etc.
- Pursue sustainable funding, separately or jointly, to maintain uninterrupted programs and services being provided for the mutual benefit of all entities and community members.

**EXHIBIT B**  
**CITY OF MONTCLAIR**  
**SAN ANTONIO VISTA**  
Budget for October 1, 2014 – May 20, 2015

**PAYMENT SCHEDULE**

- Initial Payment of \$3,467 is due upon signing.
- Monthly invoices are due within **30 days** of the end of the month to be paid.
- Invoices will not be paid if attendance and registration information is not up to date in the ETO Software database.
- Monthly invoices are not to exceed: \$3,467.

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT NO. 14-78 WITH MONTCLAIR GOLDEN GIRLS SOFTBALL LEAGUE AND AGREEMENT NOS. 14-79 AND 14-80 WITH MONTCLAIR LITTLE LEAGUE FOR USE OF BALL FIELD FACILITIES

**DATE:** September 15, 2014  
**SECTION:** AGREEMENTS  
**ITEM NO.:** 2  
**FILE I.D.:** ATH020/215/218  
**DEPT.:** HUMAN SERVICES

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of agreements with the Montclair Golden Girls Softball League and Montclair Little League for their use of ball field facilities for fall/winter sports activities.

Copies of proposed Agreement Nos. 14-78, 14-79, and 14-80 are attached for the City Council's review and consideration.

**BACKGROUND:** Pursuant to proposed Agreement No. 14-78, Montclair Golden Girls Softball League would use the field at Vernon Park for its softball activities on weekdays and Saturdays. Pursuant to proposed Agreement Nos. 14-79 and 14-80, Montclair Little League would use the fields at Kingsley Park and Saratoga Park for its baseball activities on Mondays, Wednesdays, Fridays, and Saturdays. Sunday field use by all leagues is only permitted in the event that ball games are rained out.

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

The terms of proposed Agreement No. 14-78 with Montclair Golden Girls Softball League and Agreement Nos. 14-79 and 14-80 with Montclair Little League are September 3, 2014, through December 21, 2014.

**FISCAL IMPACT:** Should the City Council approve this item, a total of approximately \$150,000 (\$50,000 per park) in maintenance, lighting, and upkeep costs is associated with the leagues' use of the subject parks.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 14-78 with Montclair Golden Girls Softball League and Agreement Nos. 14-79 and 14-80 with Montclair Little League for use of ball field facilities.

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Prepared by:

*M. Richter*

Proofed by:

*Christine Smiderly*

Reviewed and  
Approved by:

Presented by:

*[Handwritten signatures]*

**AGREEMENT NO. 14-78  
WITH MONTCLAIR GOLDEN GIRLS SOFTBALL LEAGUE  
FOR USE OF VERNON PARK**

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

**WITNESSETH:**

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

**WHEREAS**, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for girls softball activities at such times and hours set forth in Section 1(x). The term of this Agreement is for September 15, 2014, through December 31, 2014.

**SECTION 1:** LEAGUE hereby agrees as follows:

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

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

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

- r. If LEAGUE elects to use lights for activities conducted after dark, LEAGUE agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Twenty Dollars (\$20) per hour, per field; and LEAGUE will remit prompt payment to CITY upon receipt of monthly invoice.
- s. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- t. To provide CITY with participant rosters, practice and game schedules.
- u. To provide CITY with financial statements upon request for audit purposes.
- v. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- w. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which LEAGUE had knowledge.
- x. It is agreed that LEAGUE may use said baseball fields from September 15, 2014, through December 31, 2014, Mondays through Fridays generally commencing at 4:00 p.m. and Saturdays generally commencing at 8:00 a.m. No activities will be conducted past 9:45 p.m.
- y. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept, in full force and effect for the mutual benefit of CITY and LEAGUE comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice, in writing by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.
- z. INDEMNIFICATION: LEAGUE shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property

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

- aa. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- bb. To conduct all operations in compliance with the Americans with Disabilities Act.
- cc. LEAGUE shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for LEAGUE meetings.
- dd. LEAGUE may place banners up on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Banners are not allowed to stay up on Sundays. Banners must be no greater than 3'X 5'. Banners will be attached to outfield chain link fence using clip on rings. Banner clearance from turf is a minimum of 2". The City will determine if a banner is past its useful life due to sun fade, rips, graffiti, etc. and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said banner. The CITY has the right to remove and dispose of any banner that is not displayed following the above mentioned procedures.

**SECTION 2:** CITY hereby agrees as follows:

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

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

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**LEAGUE:**

**GOLDEN GIRLS SOFTBALL**

**CITY:**

**CITY OF MONTCLAIR**

\_\_\_\_\_  
President

\_\_\_\_\_  
Paul M. Eaton  
Mayor

\_\_\_\_\_  
Secretary

**ATTEST:**

\_\_\_\_\_  
Yvonne L. Smith  
Deputy City Clerk

CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES

SEPTEMBER 2014

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

**AGREEMENT NO. 14-79  
WITH MONTCLAIR LITTLE LEAGUE  
FOR USE OF KINGSLEY PARK**

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

**WITNESSETH:**

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

**WHEREAS**, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for Junior/Senior Little League baseball activities at such times and hours set forth in Section 1(y). The term of this Agreement is for September 15, 2014, through December 31, 2014.

**SECTION 1:** LEAGUE hereby agrees as follows:

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

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

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

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

- r. If LEAGUE elects to use lights for activities conducted after dark, LEAGUE agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Twenty Dollars (\$20) per hour, per field; and LEAGUE will remit prompt payment to CITY upon receipt of monthly invoice.
- s. To deposit, with the CITY representative, the sum of Five Hundred Dollars (\$500) as a security deposit, to ensure the proper and prompt payment of alarm fees, electrical services for elected use of lights, or any incurred damages to facilities associated with the LEAGUE. In the event all invoices or potential damages are paid by the end of this Agreement term, the deposit will be refunded.
- t. To provide the CITY representative with a list of the Board of Directors including names, addresses, and telephone numbers.
- u. To provide CITY with participant rosters, practice and game schedules.
- v. To provide CITY with financial statements upon request for audit purposes.
- w. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- x. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency of which LEAGUE had knowledge.
- y. It is agreed that LEAGUE may use said baseball fields from September 15, 2014, through December 31, 2014, Mondays through Fridays generally commencing at 4:00 p.m. and Saturdays generally commencing at 8:00 a.m. No activities will be conducted past 9:45 p.m.
- z. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept in full force and effect for the mutual benefit of CITY and LEAGUE comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and

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

- aa. INDEMNIFICATION: LEAGUE shall defend, indemnify, and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by LEAGUE of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the LEAGUE in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.
- bb. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- cc. To conduct all operations in compliance with the Americans with Disabilities Act.
- dd. LEAGUE shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for LEAGUE meetings.
- ee. LEAGUE may place banners up on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Banners are not allowed to stay up on Sundays. Banners must be no greater than 3'X 5'. Banners will be attached to outfield chain link fence using clip on rings. Banner clearance from turf is a minimum of 2". The City will determine if a banner is past its useful life due to sun fade, rips, graffiti, etc. and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said banner. The CITY has the right to remove and dispose of any banner that is not displayed following the above mentioned procedures.

**SECTION 2:** CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. LEAGUE shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.

- d. To provide emergency call-out telephone numbers for use by LEAGUE. A Contact List containing the emergency telephone numbers is attached.
- e. To provide to LEAGUE, inventory list of equipment in snack bar and meeting areas; to provide inspection of those areas and equipment at the end of the agreement period.
- f. To invoice LEAGUE monthly for the costs of separately metered field lighting related to use prior to regular season play.
- g. To refund, at the end of the agreement period and upon approval of the Director of Human Services, LEAGUE's cleaning deposit.
- h. To designate a CITY representative to work with LEAGUE on all nonmaintenance issues relating to the use of CITY facilities.

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

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**LEAGUE:**

**CITY:**

**MONTCLAIR LITTLE LEAGUE**

**CITY OF MONTCLAIR**

\_\_\_\_\_  
President

\_\_\_\_\_  
Paul M. Eaton  
Mayor

\_\_\_\_\_  
Secretary

**ATTEST:**

\_\_\_\_\_  
Yvonne L. Smith  
Deputy City Clerk

CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES

SEPTEMBER 2014

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

**AGREEMENT NO. 14-80  
WITH MONTCLAIR LITTLE LEAGUE  
FOR USE OF SARATOGA PARK**

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

**WITNESSETH:**

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

**WHEREAS**, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for Little League baseball (including the Challenger Division for children with disabilities) activities at such times and hours set forth in Section 1(aa). The term of this Agreement is for September 15, 2014, through December 31, 2014.

**SECTION 1:** LEAGUE hereby agrees as follows:

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

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

- q. To be responsible for the payment of an alarm fee at the rate of Forty Dollars (\$40) per month, to remit prompt payment to CITY upon receipt of monthly invoice.
- r. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- s. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works Superintendent at 625-9466. LEAGUE will not attempt to remove Graffiti or make repairs to building. LEAGUE shall furnish and supply personnel to conduct and supervise LEAGUE activities on the premises.
- t. If LEAGUE elects to use lights for activities conducted after dark, LEAGUE agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Twenty Dollars (\$20) per hour, per field; and LEAGUE will remit prompt payment to CITY upon receipt of monthly invoice.
- u. To deposit, with the CITY representative, the sum of Five Hundred Dollars (\$500) as a security deposit, to ensure the proper and prompt payment of alarm fees, electrical services for elected use of lights, or any incurred damages to facilities associated with the LEAGUE. In the event all invoices or potential damages are paid by the end of this Agreement term, the deposit will be refunded.
- v. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- w. To provide CITY with participant rosters, practice and game schedules.
- x. To provide CITY with financial statements upon request for audit purposes.
- y. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- z. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which LEAGUE had knowledge.
- aa. It is agreed that LEAGUE may use said baseball fields from September 15, 2014, through December 31, 2014, Mondays through Fridays generally commencing at 4:00 p.m. and Saturdays, generally commencing at 8:00 a.m. No activities will be conducted past 9:45 p.m.

- bb. **PUBLIC LIABILITY AND PROPERTY DAMAGE:** Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and LEAGUE, comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence, and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.
- cc. **INDEMNIFICATION:** LEAGUE shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by LEAGUE of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the LEAGUE in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.
- dd. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- ee. To conduct all operations in compliance with the Americans with Disabilities Act.
- ff. LEAGUE shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for LEAGUE meetings.
- gg. LEAGUE may place banners up on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Banners are not allowed to stay up on Sundays. Banners must be no greater than 3'X 5'. Banners will be attached to outfield chain link fence using clip on rings. Banner clearance from turf is a minimum of 2". The City will determine if a banner is past its useful life due to sun fade, rips, graffiti, etc. and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said banner. The CITY has the right to remove and dispose of any banner that is not displayed following the above mentioned procedures.

**SECTION 2:** CITY hereby agrees as follows:

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- b. To pay for all water used on premises.
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- e. To provide to LEAGUE, inventory list of equipment in snack bar and meeting areas; to provide inspection of those areas and equipment at the end of the agreement period.
- f. To invoice LEAGUE monthly for the costs of separately metered field lighting.
- g. To refund, at the end of the agreement period and upon approval of the Director of Human Services, LEAGUE's cleaning deposit.
- h. To designate a CITY representative to work with LEAGUE on all nonmaintenance issues relating to the use of CITY facilities.

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

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**LEAGUE:**

**CITY:**

**MONTCLAIR LITTLE LEAGUE**

**CITY OF MONTCLAIR**

\_\_\_\_\_  
President

\_\_\_\_\_  
Paul M. Eaton  
Mayor

\_\_\_\_\_  
Secretary

**ATTEST:**

\_\_\_\_\_  
Yvonne L. Smith  
Deputy City Clerk

CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES

SEPTEMBER 2014

<i>After Hours Emergency - Call Montclair PD</i>	<i>Montclair Police Dept.</i>	<i>Contact</i>	<i>(909) 621-4771</i>
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Secondary Contact for Mike McGehee	Public Works Superintendent	Xavier Mendez	(909) 625-9467 work

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 14-81 WITH THE CALIFORNIA HIGHWAY PATROL FOR USE OF THE MONTCLAIR POLICE DEPARTMENT FIREARMS SHOOTING RANGE	<b>DATE:</b> September 15, 2014 <b>SECTION:</b> AGREEMENTS <b>ITEM NO.:</b> 3 <b>FILE I.D.:</b> PDT725 <b>DEPT.:</b> POLICE
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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 14-81 with the California Highway Patrol for use of the Montclair Police Department firearms shooting range. Proposed Agreement No. 14-81 has been approved by the City Attorney and is attached for the City Council's review and consideration.

**BACKGROUND:** The indoor shooting range at Police headquarters is used at least two days each month for Montclair Police Department firearms training. When not in use by staff, the facility is rented to other law enforcement agencies to offset costs associated with maintenance.

The Department of California Highway Patrol, Rancho Cucamonga Area Office, has requested to renew its contract to rent the shooting range three days per month. A comprehensive lead abatement of the range was recently completed to transition the facility to a completely lead-free environment. Use of lead-free ammunition would result in lower range maintenance costs. Staff has determined that \$225 per day is a fair and competitive rental amount for use of the shooting range.

Proposed Agreement No. 14-81 details the terms of use of the shooting range by the Department of California Highway Patrol, Rancho Cucamonga Area Office. The agency would be responsible for providing its own supplies and equipment.

The term of proposed Agreement No. 14-81 is October 1, 2014, through September 30, 2016.

**FISCAL IMPACT:** Approval of proposed Agreement No. 14-81 would net approximately \$16,200 in revenue for the City.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 14-81 with the California Highway Patrol for use of the Montclair Police Department firearms shooting range.

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

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STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev. 06/03)

AGREEMENT NUMBER <b>14C855000</b>
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME Department of California Highway Patrol
CONTRACTOR'S NAME Montclair Police Department

2. The term of this Agreement is: October 1, 2014 or Upon Approval through 09/30/2016  
 (whichever occurs later)

3. The maximum amount of this Agreement is: \$ 24,600.00  
 (Twenty-Four Thousand Six Hundred Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit D – Additional Provisions	2 page(s)
Attachment 1 – Range Safety Rules	3 page(s)

*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Montclair Police Department		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING PAUL M. EATON, Mayor, City of Montclair		
ADDRESS 4870 Arrow Highway Montclair, CA 91763		
STATE OF CALIFORNIA		
AGENCY NAME Department of California Highway Patrol		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING JACQUELYN NGO, Procurement Manager, Business Services Section		
ADDRESS P.O. Box 942898, Sacramento, CA 94298-0001		
		<input type="checkbox"/> Exempt per:

**WEAPONS FIRING RANGE**

Contractor shall provide use of their Weapons Firing Range, located at 4870 Arrow Highway, Montclair, CA 91763 to the Department of California Highway Patrol (CHP), Rancho Cucamonga Area Office.

**A. PROJECT REPRESENTATIVES**

The project representatives during the term of this Contract will be:

Department of California Highway Patrol  
Rancho Cucamonga Area Office  
Name: Sgt. Tom Graham  
Phone: (909) 980-3994  
Email: [tgraham@chp.ca.gov](mailto:tgraham@chp.ca.gov)

Montclair Police Department  
Name: Lt. Brian Ventura  
Phone: (909) 448-3603  
Fax: (909) 621-4413

Direct all contract inquires to:

Department of California Highway Patrol  
Contract Services Unit

Attn: Melissa Hall  
Phone: (916) 843-3611  
Fax: (916) 322-3155  
Email: [mehall@chp.ca.gov](mailto:mehall@chp.ca.gov)  
Address: PO Box 942898  
Sacramento, CA 94298

Montclair Police Department

Attn: Lt. Brian Ventura  
Phone: (909) 448-3603  
Fax: (909) 621-4413  
Address: 4870 Arrow Highway  
Montclair, CA 91763

**B. SERVICES TO BE PROVIDED**

1. The weapons range use shall be limited to CHP personnel assigned to the CHP Rancho Cucamonga Area Office. Approximate number of CHP personnel using range: (85).
2. Contractor agrees that CHP shall have the use of all on-site facilities located on the range for training programs without additional charge.
3. Contractor and CHP agree the weapons range shall be open and usable by members of CHP at such times that are mutually agreeable to both parties. Exclusive use of the facilities by CHP must be coordinated and mutually agreed to by both parties.
4. Contractor acknowledges that due to the nature of work required by the personnel assigned to the Rancho Cucamonga Area Office, scheduling may be erratic and use of facilities may be required upon short notice.
5. The CHP agrees that its members using the weapons range facilities under this Contract shall be governed by the range safety rules established by Contractor.
6. Brass will be retained by Contractor.

7. The weapons range must be able to accommodate the following:
  - A. .40 caliber pistol (loaded with Department-issued ammunition currently 180G).
    - 1) Twelve (12) shoots per year, one (1) each month or two (2) every other month.
    - 2) Two (2) qualification shoots which must be performed at the following distances:  
2 yards, 4 yards, 7 yards, 10 yards, 15 yards, and 25 yards.
    - 3) Ten (10) practice shoots, of which two (2) night shoots are recommended.
    - 4) Use for make-up shoots at times mutually agreeable to both parties.
  - B. Tactical rifle (.223 caliber).
    - 1) Four (4) shoots per year (quarterly).
    - 2) One (1) night shoot is required.
    - 3) Maximum distance of 50 yards.
  - C. Shotgun (00 buckshot).
    - 1) Eight (8) shoots per year (two quarterly).
    - 2) Two (2) night shoots required.
    - 3) Distance 15 yards maximum.
8. Inspection and test firing of weapons:
  - A. All weapons are to be test fired after each required inspection by the CHP Weapons Range Officer.
  - B. Use of facility to test fire weapons will be coordinated between the CHP Weapons Range Officer and the Contractor.

1. **INVOICING**

- A. For services satisfactorily rendered, and upon receipt and approval of invoices, the State agrees to compensate the Contractor in accordance with the rates specified herein.
- B. Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to:

Name: **Sgt. Tom Graham**  
Office: **CHP Rancho Cucamonga Area**  
Address: **9530 Pittsburgh Ave.**  
**Rancho Cucamonga, CA 91730**

2. **BUDGET CONTINGENCY CLAUSE**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. **PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. **RATE SCHEDULE**

The CHP agrees to pay Contractor Two Hundred Twenty-Five Dollars and Zero Cents (\$225.00), per day in arrears, for use of its weapons range facility by the Rancho Cucamonga Area office.

The Contractor (City) shall have the right to renegotiate the rate for range usage under this agreement at the end of each fiscal year for the ensuing fiscal year. Any rate change shall be agreed upon in writing by both parties in the form of an amendment to this agreement.

**1. USE OF RANGE**

City shall make the Range available to CHP's sworn law enforcement officers at such times as are mutually agreeable to both parties. CHP shall only allow its currently employed sworn law enforcement officers (hereinafter "personnel") to use the Range. CHP's personnel shall have exclusive use of the Range at CHP's scheduled time. CHP's personnel shall not share use of the Range with personnel from any other public agency. CHP's personnel shall comply with the Range Safety Rules set forth in Attachment 1, attached hereto. Violations of Range Safety Rules may result in immediate termination of CHP's Range privileges.

**2. RANGE MASTER REQUIRED**

CHP shall have a trained range master present to supervise all firearms use and training at all times during use of the Range by CHP's personnel. Each range master shall first attend a training course provided by the Montclair Police Department on the use of range equipment. The range master shall personally supervise and control the course of training of CHP's personnel and shall insure that all personnel comply with the Range Safety Rules.

**3. SUPPLIES AND EQUIPMENT**

CHP shall supply and bear the cost of all supplies and equipment necessary for all firearms use and training, including but not limited to ammunition, weapons, cardboard backing paper targets, earphones, shooting glasses, and weapons cleaning equipment.

**4. DAMAGE TO RANGE**

CHP shall pay for any damage or necessary repairs to Range resulting from any negligent actions of CHP personnel during Range usage.

**5. INDEMNIFICATION** (supersedes Exhibit C, General Terms and Conditions, Item 5)

CHP shall defend, indemnify and hold the Contractor, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any actual or alleged acts, omissions or willful misconduct of CHP, its officials, officers, employees, agents, contractors and subcontractors arising out of or in connection with the performance of this Agreement.

Contractor shall defend, indemnify and hold CHP, its officials, officers, employees, volunteers and agents from and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any actual or alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, contractors and subcontractors arising out of or in connection with the performance of this Agreement.

**6. INSURANCE REQUIREMENTS**

The parties acknowledge that CHP is self-insured.

**7. TERM**

The term of this agreement shall be for a period of time commencing upon the effective date of this agreement and terminating only as hereinafter provided. This agreement may be terminated at any time, with or without cause, by either party, upon written notice given to the other party at least thirty (30) days prior to the date specified for such termination. In the event of termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations or performance which would otherwise

accrue subsequent to the date of termination.

**8. AMENDMENT**

This agreement may be amended in writing with mutual consent of the parties hereto.

**9. 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 personal service, delivery by a reputable document delivery service (such as Federal Express) or US mail, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

Montclair Police Department  
4870 Arrow Highway  
Montclair, CA 91763

Department of California Highway Patrol  
Contract Services Unit  
601 North 7th  
Sacramento, CA 95811

**10. GOVERNING LAW**

The City and CHP 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.

## MONTCLAIR POLICE DEPARTMENT

### Range Safety Rules

1. Federal, state, and local firearm laws must be obeyed. Violation of any Range Safety Rule may result in the removal of the violator from the facility.
2. All rules posted within the facility shall be obeyed. Read and understand all rules prior to utilizing the facility.
3. The **Montclair Police Department Range Facility** consists of several separate areas. All areas are distinctively marked:
  - **Range Foyer:** This is the reception area for the range. Only authorized personnel may use the north entry door. All other persons shall utilize the south (public parking lot) entry door. This area is not to be used for the preparation, cleaning, loading, or servicing of firearms.
  - **Range Ready Room:** This area is to be utilized for range preparation. Any loaded weapons brought into the range facility are to be unloaded using the projectile containment system mounted on the wall. This area may be used for preparing equipment, loading magazines, or dressing in range safety equipment, ballistic vests, duty-belts, and/or holsters. *Due to limited space, a maximum of five persons may prepare to shoot at any given time.*
  - **Shooting Range Room:** This area includes the firing line. It may only be accessed via the Range Ready Room. *Shooters shall not enter or leave the Shooting Range Room with loaded firearms.* Range staff members are exempt from this restriction.
  - **Range Control Room:** This room is to be used by range staff only and shall not be entered without the authorization of a range staff member.
  - **Weapon Cleaning Room:** This area is to be used for the cleaning and servicing of firearms and equipment. A range storage room can be accessed from this room. Peace officers, or those authorized to carry loaded firearms, may reload firearms in the Weapon Cleaning Room prior to departure. The projectile containment system mounted on the wall shall be utilized when loading weapons. *Due to limited space, a maximum of five participants may utilize this room at any given time.*
  - **Range Office:** This area is to be used by range staff only and shall not be entered without authorization from a range staff member. A range storage room can be accessed from this office.
  - **Range Restroom:** May be used by those utilizing the range facility.
4. To prevent lead contamination in the shooting range, personnel *shall* only use ammunition with *“lead-free primers, lead-free powder, and lead-free projectiles.”*

5. Persons lawfully possessing loaded firearms may enter the range facility with loaded firearms. Except on the firing line at the direction of a range master, firearms shall be loaded and unloaded utilizing the projectile containment systems located in the Range Ready Room and the Weapon Cleaning Room.
6. When entering and the leaving the Shooting Range Room (firing line room), handguns must be unloaded, with actions open, magazines removed and holstered (or unloaded and encased). Rifles must be unloaded with actions open and magazines removed (or unloaded and encased). Rifles will be carried safely with the muzzle pointed upward. **Persons utilizing the range shall not enter or leave the "Shooting Range" with a loaded firearm.**
7. Shooters shall not enter the Shooting Range Room until directed to do so by a member of the range staff. The Shooting Range Room doors shall remain closed during an active course of fire.
8. While in the Shooting Range Room (firing line), firearms will only be loaded and unloaded at the direction of a range master with the muzzle pointed down-range, unless otherwise directed.
9. In order to prevent damage to the range equipment, cross-firing at targets is not allowed unless authorized by a range master.
10. Eye and ear protection shall be utilized in the Shooting Range Room. Ear protection shall be utilized in the Range Ready Room. This includes observers.
11. Food, beverages, and use of tobacco products are prohibited within the range facility.
12. Commands issued by range masters and range personnel must be obeyed immediately and without question.
13. Never use tracer ammunition in the range.
14. Personnel may not shoot rifle ammunition over .223/5.56 caliber.
15. Personnel using shotguns at the range shall not use the target carrier to hold the target. When firing shotguns, the target carriers shall remain at the "home" position.
16. Personnel shall clean the range facility at the end of the shooting period, including the removal of all expended casings, and debris. **Brooms shall not be used in the Shooting Range Room.** Instructions on proper cleaning techniques will be provided to range staff.
17. Steel targets shall not be used in the range facility.

18. No vehicles shall be allowed inside the range facility without the advanced approval of the Montclair Police Department Support Services Lieutenant.
19. Personnel shall report all injuries or property damage to the Montclair Police Department Watch Commander, who will forward the information to Montclair Police Department Support Services Lieutenant.
20. All shooters must utilize proper personal safety equipment as required by their agency's policy and/or range staff.
21. Unsafe conditions, defective equipment, and facility repair requests should be reported immediately to a range staff member. Conditions requiring repair or alteration shall be reported to the Montclair Police Department Support Services Lieutenant.
22. ALWAYS practice basic firearms safety:
  - ALWAYS point the muzzle in a safe direction
  - Keep your finger off the trigger until the command to fire has been given.
  - ALWAYS be sure of the target and what is beyond
  - ALWAYS treat the firearm as if it were loaded
  - Shoot only at authorized targets
  - When making a firearm "safe," visually and physically inspect the firearm
  - OBEY all commands given by range staff

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 14-83 WITH MONTCLAIR-ET, LLC, TO PERMIT USE OF THE MONTCLAIR TOWN CENTER TO OPERATE A CERTIFIED FARMERS MARKET	<b>DATE:</b> September 15, 2014 <b>SECTION:</b> AGREEMENTS <b>ITEM NO.:</b> 4 <b>FILE I.D.:</b> HSV042 <b>DEPT.:</b> HUMAN SERVICES
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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 14-83 with Montclair-ET, LLC, to permit use of the Montclair Town Center to operate a Certified Farmers Market.

A copy of proposed Agreement No. 14-83 is attached for the City Council's review and consideration.

**BACKGROUND:** The Montclair Community Collaborative (MCC) was organized in 1996 as a partnership of the City of Montclair, the Ontario-Montclair School District, nonprofit agencies, colleges, businesses, and residents to strengthen the community. The Collaborative works to provide "a quality community for all, by working together as diverse, committed individuals and organizations." It engages in ongoing strategic planning to identify resources and develop services for children, youth, and adults in the community.

The Montclair Community Collaborative's efforts resulted in the City of Montclair successfully obtaining a two-year competitive grant from First 5, The Children and Families Commission for San Bernardino County to fund a Healthy Cities Project for the community. Agreement No. 13-42 with First 5 to provide funding for this program was approved by the City Council on June 17, 2013. This contract requires the delivery of services through subcontracts to partner agencies.

Agreement No. 14-83 would allow the Certified Farmers Market to relocate from Alma Hofman Park to the Montclair Town Center located at 9738 Central Avenue, Montclair, for the purpose of increasing attendance and visibility to promote the Farmers Market.

The Heritage Education Group would continue managing and operating the Certified Farmers Market on behalf of the City at this new site on Wednesdays from 4:00 p.m. to 8:00 p.m., rain or shine, pursuant to San Bernardino County Department of Agriculture regulations and policies. It would continue to offer a selection of locally grown and harvested fruits, vegetables, eggs, and other farmers market-appropriate vendors.

The term of proposed Agreement No. 14-83 shall be from October 1, 2014, through September 30, 2015.

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

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**FISCAL IMPACT:** There would be no financial impact associated with the City Council's approval of this item.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 14-83 with Montclair-ET, LLC, to permit use of the Montclair Town Center to operate a Certified Farmers Market.

## **CERTIFIED FARMERS MARKET LICENSE AGREEMENT**

### **Identification of Parties**

1. This License Agreement is entered into on September \_\_\_\_\_, 2014, by and between Montclair-ET, LLC, a Delaware limited liability company, 6345 Balboa Boulevard #358, Encino, CA 91316, (hereinafter "Licensor"), and City of Montclair, a municipal corporation, 5111 Benito Street, Montclair, California 91763, (hereinafter "Licensee").

### **Description of Property**

2. Licensor is the owner of a certain area of real property situated in the City of Montclair, County of San Bernardino, California, known as the Montclair Town Center and located at the corner of Central Avenue and Benito Street, Montclair, California as set forth in Exhibit A attached hereto and incorporated herein by reference ("the Premises").

### **Grant of License**

3. In consideration of the benefits to the existing tenants at the Montclair Town Center, Licensor grants to Licensee a license (hereinafter referred to as "the License") to operate a Farmers Market on the Premises subject to the terms and conditions set forth in this Agreement. Licensor understands and acknowledges that Heritage Education Group will manage and operate the Farmers Market on behalf of Licensee.

### **Term**

4. The initial term of this agreement shall be 12 months, commencing October 1, 2014, and terminating on September 30, 2015 (unless sooner terminated as provided herein or pursuant to law). The term of this Agreement shall automatically renew for successive one (1) year periods unless terminated sooner as provided in this Agreement.

### **Revocation**

5. Either the Licensor or Licensee may revoke this License at any time and terminate this License Agreement, with thirty (30) days written notice to the other party. Notice shall be addressed to the parties at the addresses appearing on the introductory paragraph, but each party may change the address by giving written notice to the other party.

### **Hours of Operation**

6. The Farmers Market will initially operate year round on Wednesdays between the hours of 4:00 p.m. to 8:00 p.m., however, the parties may elect by mutual agreement to change the day of the week and/or the hours of the market.

### **Maintenance of Premises**

7. During the term hereof, the Premises and the area within a 25' radius of the Premises shall be kept by Licensee in a clean and wholesome condition, and shall comply with all health, safety and police regulations in effect. In the event Licensee fails to remove any merchandise, inventory, furniture, goods, wares or other property located in or on the Premises after the Farmers Market hours, Licensor may retain such property at the Premises or dispose of such property at its sole discretion without any liability to Licensee.

### **Governmental Approvals/Fees**

8. Licensee shall comply with all local, state and federal laws and regulations arising out of the use of the Premises by Licensee and its operation of a Farmers Market. Licensee agrees it will not suffer or permit any person or persons to use the Premises or any part thereof for any purpose other than for a Farmers Market or for any purpose in violation of the laws, ordinances, regulations and requirements of the City and County in which the Premises is situated or other lawful authorities.

Licensee also agrees it will not suffer or permit any person or persons to use the Premises or any part thereof for any purpose other than for a Farmers Market or for any use that is prohibited as listed on Exhibit B attached hereto and incorporated herein by reference (i.e., gym membership, dollar store, tattoos, barber shop, etc.)

### **Condition of Premises**

9. Licensor makes no representation to Licensee as to the suitability of the Premises for the purposes contained herein and Licensee accepts the Premises in "as is" condition. Licensor shall have no obligation at any time during the term of this Agreement to make any changes or repairs to or improvements of the Licensed Premises.

## **Insurance**

10. Licensee agrees to keep in full force and effect during the entire term of this Agreement, at its cost, a policy for comprehensive general liability and property damage which will insure Licensee and Licensor against liability for injury to persons, damage to property, and death of any person occurring in or about the Premises. The insurance shall be not less than \$1,000,000 for any one person injured or killed, not less than \$1,000,000 for any one incident, and not less than \$500,000 for property damage. Certificates evidencing said insurance shall be delivered to Licensor prior to the effective date of this agreement. Said policies shall name Licensor, Ophir Management Services, Inc., and its employees, as an additional insured and shall provide that said policies may not be canceled or be permitted to expire without the insurer giving at least fifteen (15) days prior written notice to Licensor. In addition, Licensor shall, at all times during the term of this Agreement, comply with the "Workers' Compensation and Insurance Act" of the California Labor Code and any amendatory Acts.

## **License Nonassignable**

11. This License is personal to the Licensee and shall not be assigned. Any attempt to assign the License shall automatically terminate it. No legal title or leasehold interest in the Premises is created or vested in Licensee by the grant of this License.

## **Governing Law**

12. Licensor and Licensee 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.

## **Representation on Authority**

13. Each person signing this agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this agreement and deliver on its terms.

## **Attorneys' Fees**

14. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

**Entire Agreement**

15. This Agreement constitutes the entire agreement between Licensor and Licensee relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Licensor and Licensee.

**LICENSOR**  
MONTCLAIR-ET, LLC  
6345 Balboa Boulevard #358  
Encino, CA 91316

**LICENSEE**  
CITY OF MONTCLAIR  
5111 Benito Street  
Montclair, CA 91763

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Eric Treibatch  
Managing Member

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Paul M. Eaton  
Mayor

**ATTEST:**

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Yvonne L. Smith  
Deputy City Clerk

**APPROVED AS TO FORM:**

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Diane E. Robbins  
City Attorney

Located at Montclair Town Center:  
9738 Central Avenue  
Montclair, CA 91763

# CENTRAL AVENUE

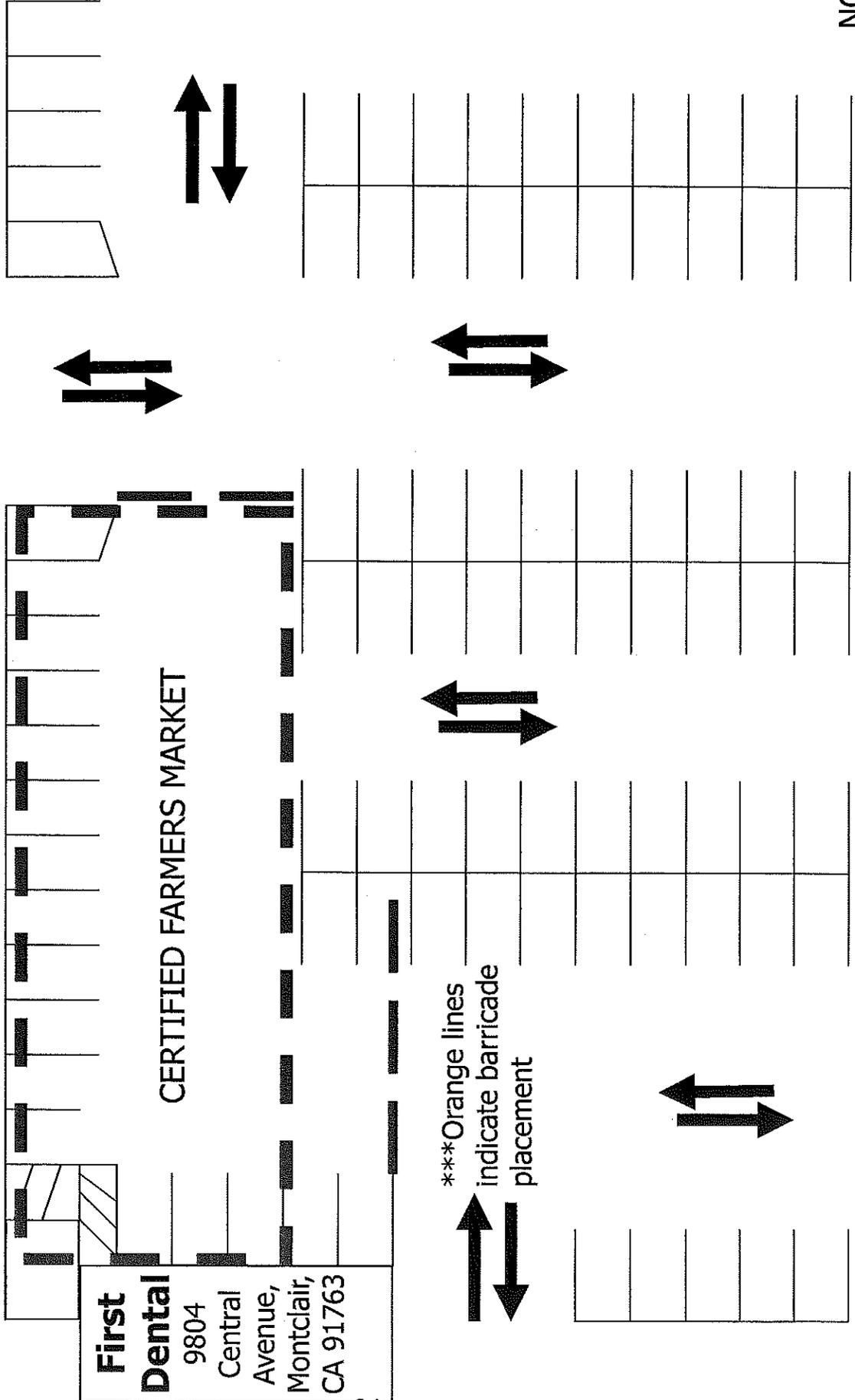


EXHIBIT A

NORTH  
↓

**First  
Dental**  
9804  
Central  
Avenue,  
Montclair,  
CA 91763

\*\*\*Orange lines  
indicate barricade  
placement

**Dollar General**  
9860 Central Avenue, Montclair, CA 91763

## EXHIBIT B

### PROHIBITED & EXCLUSIVE USES AT MONTCLAIR TOWN CENTER

Updated: July 2013

The following uses and occupancies constitute prohibited uses at Montclair Town Center unless otherwise specifically permitted by Landlord in writing:

1. drive-in, drive-thru, or take-out restaurants;
2. beer bar;
3. business selling alcoholic beverages for on-premises consumption;
4. massage parlor;
5. health spa or studio;
6. gymnasium;
7. automobile and or motorcycle sale or repair shop;
8. school (including but not limited to a beauty school, barber college, reading room, place of instruction, or any other operation catering to students or trainees rather than to customers);
9. medical, dental, or other professional office (except optometry);
10. dance facility;
11. bowling alley;
12. theater;
13. skating rink;
14. billiard room;
15. handball or racquetball courts;
16. any places of public or private amusement;
17. any establishment which excludes minors.
18. arcade or electric games;
19. any place involving the sale, rental, display, storage production or distribution of sexually explicit or pornographic materials; and
20. Interior or exterior public phones or vending machines;
21. tattoo parlor;
22. smoke shop;
23. hydroponics store;
24. adult book and/or paraphernalia store;
25. drug paraphernalia;
26. liquor store;
27. ATM machines;
28. newspaper racks (whether free or for sale)
29. skate board shop
30. marijuana dispensary

### EXCLUSIVE USES AT MONTCLAIR TOWN CENTER

The following are the provisions that are contained in Tenant's Leases at the Montclair Town Center. These provisions grant certain Tenants exclusive use rights within the shopping center. A violation of these provisions shall be considered a material default under the Lease and shall provide the Landlord with the right to terminate the violator's Lease.

**Coin Laundry:** Tenant shall have the exclusive right to operate a coin laundry, including fluff & fold service.

**Burger King:** The Lessor agrees that none of the other Tenant's at the Montclair Town Center shall be used or occupied during the term or any extensions of the Lease for a business whose primary purpose is the sale of hamburgers.

**Bank of America:** Landlord agrees not lease space that will only be used for the purpose of operating an ATM. Landlord shall be permitted to lease space to another financial institution, including savings banks, thrift associations, investment brokerage firms, and credit unions and shall permit such entity to operate an exterior ATM. Other Tenants at the shopping center shall

be permitted to operate a point of sale ("POS") machine and not a freestanding ATM. Existing leases as of the date of execution of this Lease shall be exempt from this provision, although the Landlord will utilize those rights, where provided, in such existing leases to restrict the operation of a freestanding ATM machine within their Premises.

Yum Yum Donuts: Landlord shall be prohibited from leasing or selling space within the Shopping Center to any user whose primary use is the sale of donuts. Primary use shall be defined as any business that generates more than ten percent (10%) of its sales from the sale of donuts.

James & Peggy Rees/ESI Insurance: Landlord warrants that it will not execute any lease in this Shopping Center subsequent to the date of this document giving a tenant the right to conduct a business whose primary use is an insurance agency.

24 Hour Fitness: Landlord shall not use nor permit any other space in the Center to be used as a health and/or physical fitness club, nor for any of the following activities: aerobic classes, personal training, weight training, basketball, volleyball, swimming, racquetball, sports and rehabilitation therapy, cardiovascular and resistance machine operation, sale of sport beverages, nutritional vitamins and supplements and nutritional bars (provided that notwithstanding the foregoing, sales of sports beverages, nutritional vitamins and supplements and nutritional bars may be permitted by a nationally or regionally recognized grocery store, sporting goods store, and drug or convenience store), yoga, indoor cycling, Pilates, weight loss advising and related programs.

Fastbucks: Landlord agrees to prohibit other tenants in the shopping center from conducting "payday loans" and "check cashing" services. Existing businesses within the shopping center as of August 16, 2006 shall be exempt from this provision as will future tenants whose operations exceed 10,000 SF.

T-Shirt Warehouse: Landlord warrants that it will not enter into a lease with a tenant whose primary business is the sale of t-shirts or Dickies clothing.

Dollar General: Landlord covenants and agrees that for as long as Tenant is operating as a Dollar General Store ® or a general variety store, Landlord shall not to lease, rent or occupy, or allow to be leased, rented or occupied, any part of the LLOP, (and the Non-Owned Portion of the Shopping Center, to the extent Landlord has any rights or control thereover) for use as: a Family Dollar, Bill's Dollar Store, Fred's, Dollar Tree, Dollar Zone, Variety Wholesale, Ninety-Nine Cents Only, Deals, Dollar Bills, Bonus Dollar, Maxway, Super Ten, Planet Dollar, or any Wal-Mart concept greater than 5,000 square feet; provided, however, if Tenant does not operate as a Dollar General Store ® or other general variety store for a period of more than twenty-four (24) consecutive months at any time (subject to closures for casualty, condemnation, remodeling, repairs, or inventory), then, the terms of this Section 1.12(a) shall be temporarily stayed until such time as Tenant re-commences operation as a Dollar General store ® or general variety store, and any leases entered into by Landlord during such period of inapplicability which might otherwise be in violation of this Section 1.12(a) shall not be considered a violation hereof.

Laptop Xchange: Landlord shall not execute any lease for space in the Shopping Center pursuant to which Landlord authorizes the use of the premises demised by said lease for the primary business of: buying, selling, trading, and servicing computers.

J's Cleaners - Landlord shall not execute any lease for space in the Shopping Center pursuant to which Landlord authorizes the use of the premises demised by said lease for the primary business of: dry cleaning.

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 14-89 AMENDING AGREEMENT NO. 14-33 WITH HERITAGE EDUCATION GROUP TO OPERATE A CERTIFIED FARMERS MARKET IN THE CITY OF MONTCLAIR	<b>DATE:</b> September 15, 2014 <b>SECTION:</b> AGREEMENTS <b>ITEM NO.:</b> 5 <b>FILE I.D.:</b> HSV042 <b>DEPT.:</b> HUMAN SERVICES
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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 14-89 amending Agreement No. 14-33 with the Heritage Education Group (HEG) to operate a Certified Farmers Market at the Montclair Town Center. The previous location of the Market was Alma Hofman Park and for purposes of increasing attendance and visibility the Certified Farmers Market is being moved to the Montclair Town Center.

A copy of proposed Agreement No. 14-89 is attached for the City Council's review and consideration.

**BACKGROUND:** The Montclair Community Collaborative (MCC) was organized in 1996 as a partnership of the City of Montclair, the Ontario-Montclair School District, nonprofit agencies, colleges, businesses, and residents to strengthen the community. The Collaborative works to provide "a quality community for all, by working together as diverse, committed individuals, and organizations." It engages in ongoing strategic planning to identify resources and develop services for children, youth, and adults in the community.

The Montclair Community Collaborative's efforts resulted in the City of Montclair successfully obtaining a two-year competitive grant from First 5, The Children and Families Commission for San Bernardino County to fund a Healthy Cities Project for the community. Agreement No. 13-42 with First 5 to provide funding for this program was approved by the City Council on June 17, 2013. This contract requires the delivery of services through subcontracts to partner agencies.

Agreement No. 14-33 was approved by the City Council on May 5, 2014, and established a License Agreement with Heritage Education Group to provide a Certified Farmers Market at Alma Hofman Park. Proposed Agreement No. 14-89 amends Agreement No. 14-33 as an Operational Agreement allowing the Heritage Education Group to operate a Certified Farmers Market at the Montclair Town Center located at 9738 Central Avenue. The market will continue to operate on Wednesdays from 4:00 p.m. to 8:00 p.m., rain or shine, pursuant to San Bernardino County Department of Agriculture regulations and policies. It will offer a selection of locally grown and harvested fruits, vegetables, eggs, and other farmers market-appropriate vendors.

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Prepared by: <u>M. Richter</u>	Reviewed and Approved by: _____
Proofed by: <u>Christine Smedley</u>	Presented by: _____

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The term of proposed Agreement number 14-89 shall be from October 1, 2014, through September 30, 2015.

**FISCAL IMPACT:** There would be no financial impact associated with the City Council's approval of this item.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 14-89 with Heritage Education Group to operate a Certified Farmers Market in the City of Montclair.

## **CERTIFIED FARMERS MARKET OPERATION AGREEMENT**

### **Identification of Parties**

1. This License Agreement is entered into on September \_\_\_\_\_, 2014, by and between the City of Montclair, a municipal corporation, 5111 Benito Street, Montclair, California 91763, (hereinafter "City"), and Heritage Education Group, a nonprofit 501(c)(3) organization, 112 Harvard Avenue #124, Claremont, California 91777, (hereinafter "Operator").

### **Description of Premises**

2. City has entered into a License Agreement with Montclair-ET, LLC, owner of the Montclair Town Center, to provide a venue for the operation of a Farmers Market located at the corner of Central Avenue and Benito Street, Montclair, California, as set forth in Exhibit A attached hereto and incorporated herein by reference ("the Premises").

### **Permission to Operate**

3. In consideration of the benefits to the residents of the City of Montclair, City gives permission to Operator to operate a Farmers Market on the Premises subject to the terms and conditions set forth in this Agreement. Operator agrees it will not permit any person or persons to use the Premises or any part thereof for any purpose other than for a Farmers Market or for any use that is prohibited as listed on Exhibit B attached hereto and incorporated herein by reference (i.e. gym membership, dollar store, tattoos, barber shop, etc.).

### **Term**

4. The initial term of this agreement shall be 12 months, commencing October 1, 2014, and terminating on September 30, 2015 (unless sooner terminated as provided herein or pursuant to law). The term of this Agreement shall automatically renew for successive one (1) year periods unless terminated sooner as provided in this Agreement.

### **Revocation**

5. Either the City or the Operator may terminate this Agreement, with thirty (30) days written notice to the other party. Notice shall be addressed to the parties at the addresses appearing on the introductory paragraph, but each party may change the address by giving written notice to the other party.

### **Hours of Operation**

6. The Farmers Market will initially operate year round on Wednesdays between the hours of 4:00 p.m. to 8:00 p.m., however, the parties may elect by mutual agreement to change the day of the week and/or the hours of the market.

### **Maintenance of Premises**

7. During the term hereof, the Premises and the area within a 25' radius of the Premises shall be kept by Operator in a clean and wholesome condition, free of any objectionable noises, odors or nuisance (in sole judgment of City) and shall comply with all health, safety and police regulations in effect. If Operator fails to do so, City shall have the right to do so and Operator shall reimburse City for the cost thereof. In the event Operator fails to remove any merchandise, inventory, furniture, goods, wares or other property located in or on the Premises after the Farmers Market hours, City may retain such property at the Premises or dispose of such property at its sole discretion without any liability to Operator. Operator agrees to pay for all damages to the Premises caused by Operator's misuse or neglect of the Premises.

### **Governmental Approvals/Fees**

8. Operator shall comply with all local, state and federal laws and regulations arising out of the use of the Premises by Operator and its operation of a Farmers Market. Operator agrees it will not suffer or permit any person or persons to use the Premises or any part thereof for any purpose other than for a Farmers Market or for any purpose in violation of the laws, ordinances, regulations and requirements of the City and County in which the Premises is situated or other lawful authorities. Except as otherwise agreed, Operator shall, at its sole cost and expense, procure all permits, licenses and approvals necessary from governmental authorities or others to permit the Premises to be used for the purpose intended herein.

### **Condition of Premises**

9. City makes no representation to Operator as to the suitability of the Premises for the purposes contained herein and Operator accepts the Premises in "as is" condition. City shall have no obligation at any time during the term of this Agreement to make any changes or repairs to or improvements of the Premises.

### **Indemnification**

10. Operator shall defend, indemnify, and hold City harmless from and against any and all liability, costs (including but not limited to, costs of suit and reasonable attorney's fees incurred in the defense and/or settlement of claims) claims, demands, actions, causes of action, penalties, judgments, and liabilities of every kind and description for personal injury and/or

death and damages to and/or loss of property, arising out of, or in connection with, the use of the Premises by Operator or any vendors participating in the Farmers Market.

Operator agrees that it occupies the Premises at its sole risk. City shall not be liable to Operator for any damage by or from any act or negligence of any other occupant of the Premises or any occupant of adjoining or contiguous property.

### **Insurance**

11. Operator agrees to keep in full force and effect during the entire term of this Agreement, at its cost, a policy for comprehensive general liability and property damage which will insure Operator and City against liability for injury to persons, damage to property, and death of any person occurring in or about the Premises. The insurance shall be not less than \$1,000,000 for any one person injured or killed, not less than \$1,000,000 for any one incident, and not less than \$500,000 for property damage. Certificates evidencing said insurance shall be delivered to City prior to the effective date of this agreement. Said policies shall name City, Montclair-ET, LLC, and Ophir Management Services, Inc., and their respective employees, officials, and agents as additional insureds, and shall provide that said policies may not be cancelled or be permitted to expire without the insurer giving at least fifteen (15) days prior written notice to City. In addition, City shall, at all times during the term of this Agreement, comply with the "Workers' Compensation and Insurance Act" of the California Labor Code and any amendatory Acts.

### **Assignment**

12. No assignment of this Agreement or of any part or obligation or performance hereunder shall be made by Operator without the prior written consent of City.

### **Governing Law**

13. The City and Consultant 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.

### **Representation on Authority**

14. Each person signing this agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this agreement and deliver on its terms.

**Attorneys' Fees**

15. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

**Entire Agreement**

16. This Agreement constitutes the entire agreement between City and Operator relating to the operation of a Farmers Market at the Montclair Town Center. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by City and Operator.

CITY  
CITY OF MONTCLAIR  
5111 Benito Street  
Montclair, CA 91763

OPERATOR  
THE HERITAGE EDUCATION GROUP  
112 Harvard Avenue #124  
Claremont, CA 91711

---

Paul M. Eaton  
Mayor

---

D. Bing Turner  
Co-Executive Director

**ATTEST:**

---

Yvonne L. Smith  
Deputy City Clerk

**APPROVED AS TO FORM:**

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Diane E. Robbins  
City Attorney

Located at Montclair Town Center:  
9738 Central Avenue  
Montclair, CA 91763

# CENTRAL AVENUE

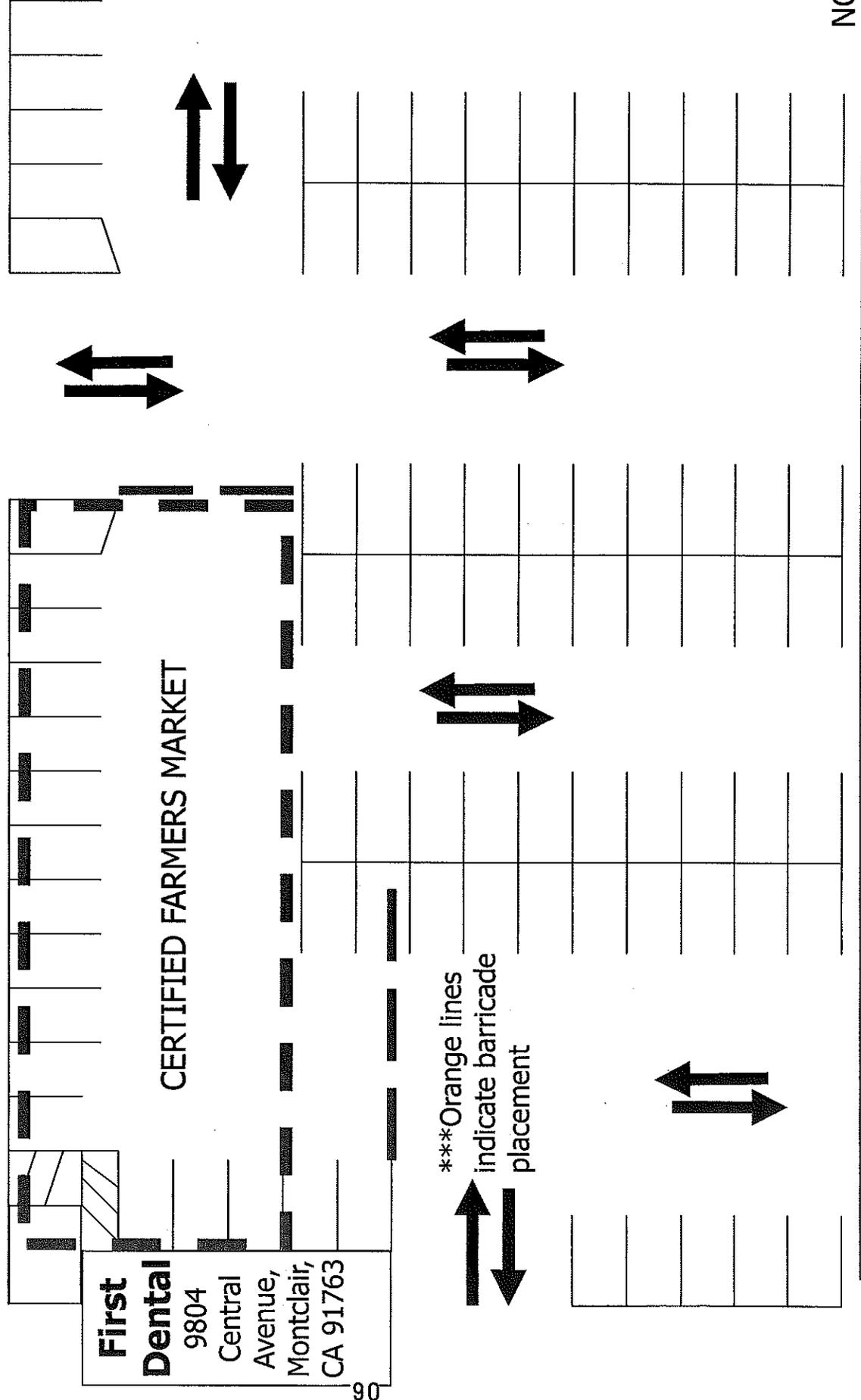


EXHIBIT A

NORTH

## Dollar General

9860 Central Avenue, Montclair, CA 91763

## EXHIBIT B

### PROHIBITED & EXCLUSIVE USES AT MONTCLAIR TOWN CENTER

Updated: July 2013

The following uses and occupancies constitute prohibited uses at Montclair Town Center unless otherwise specifically permitted by Landlord in writing:

1. drive-in, drive-thru, or take-out restaurants;
2. beer bar;
3. business selling alcoholic beverages for on-premises consumption;
4. massage parlor;
5. health spa or studio;
6. gymnasium;
7. automobile and or motorcycle sale or repair shop;
8. school (including but not limited to a beauty school, barber college, reading room, place of instruction, or any other operation catering to students or trainees rather than to customers);
9. medical, dental, or other professional office (except optometry);
10. dance facility;
11. bowling alley;
12. theater;
13. skating rink;
14. billiard room;
15. handball or racquetball courts;
16. any places of public or private amusement;
17. any establishment which excludes minors.
18. arcade or electric games;
19. any place involving the sale, rental, display, storage production or distribution of sexually explicit or pornographic materials; and
20. Interior or exterior public phones or vending machines;
21. tattoo parlor;
22. smoke shop;
23. hydroponics store;
24. adult book and/or paraphernalia store;
25. drug paraphernalia;
26. liquor store;
27. ATM machines;
28. newspaper racks (whether free or for sale)
29. skate board shop
30. marijuana dispensary

### EXCLUSIVE USES AT MONTCLAIR TOWN CENTER

The following are the provisions that are contained in Tenant's Leases at the Montclair Town Center. These provisions grant certain Tenants exclusive use rights within the shopping center. A violation of these provisions shall be considered a material default under the Lease and shall provide the Landlord with the right to terminate the violator's Lease.

**Coin Laundry:** Tenant shall have the exclusive right to operate a coin laundry, including fluff & fold service.

**Burger King:** The Lessor agrees that none of the other Tenant's at the Montclair Town Center shall be used or occupied during the term or any extensions of the Lease for a business whose primary purpose is the sale of hamburgers.

**Bank of America:** Landlord agrees not lease space that will only be used for the purpose of operating an ATM. Landlord shall be permitted to lease space to another financial institution, including savings banks, thrift associations, investment brokerage firms, and credit unions and shall permit such entity to operate an exterior ATM. Other Tenants at the shopping center shall

be permitted to operate a point of sale ("POS") machine and not a freestanding ATM. Existing leases as of the date of execution of this Lease shall be exempt from this provision, although the Landlord will utilize those rights, where provided, in such existing leases to restrict the operation of a freestanding ATM machine within their Premises.

Yum Yum Donuts: Landlord shall be prohibited from leasing or selling space within the Shopping Center to any user whose primary use is the sale of donuts. Primary use shall be defined as any business that generates more than ten percent (10%) of its sales from the sale of donuts.

James & Peggy Rees/ESI Insurance: Landlord warrants that it will not execute any lease in this Shopping Center subsequent to the date of this document giving a tenant the right to conduct a business whose primary use is an insurance agency.

24 Hour Fitness: Landlord shall not use nor permit any other space in the Center to be used as a health and/or physical fitness club, nor for any of the following activities: aerobic classes, personal training, weight training, basketball, volleyball, swimming, racquetball, sports and rehabilitation therapy, cardiovascular and resistance machine operation, sale of sport beverages, nutritional vitamins and supplements and nutritional bars (provided that notwithstanding the foregoing, sales of sports beverages, nutritional vitamins and supplements and nutritional bars may be permitted by a nationally or regionally recognized grocery store, sporting goods store, and drug or convenience store), yoga, indoor cycling, Pilates, weight loss advising and related programs.

Fastbucks: Landlord agrees to prohibit other tenants in the shopping center from conducting "payday loans" and "check cashing" services. Existing businesses within the shopping center as of August 16, 2006 shall be exempt from this provision as will future tenants whose operations exceed 10,000 SF.

T-Shirt Warehouse: Landlord warrants that it will not enter into a lease with a tenant whose primary business is the sale of t-shirts or Dickies clothing.

Dollar General: Landlord covenants and agrees that for as long as Tenant is operating as a Dollar General Store ® or a general variety store, Landlord shall not to lease, rent or occupy, or allow to be leased, rented or occupied, any part of the LLOP, (and the Non-Owned Portion of the Shopping Center, to the extent Landlord has any rights or control thereover) for use as: a Family Dollar, Bill's Dollar Store, Fred's, Dollar Tree, Dollar Zone, Variety Wholesale, Ninety-Nine Cents Only, Deals, Dollar Bills, Bonus Dollar, Maxway, Super Ten, Planet Dollar, or any Wal-Mart concept greater than 5,000 square feet; provided, however, if Tenant does not operate as a Dollar General Store ® or other general variety store for a period of more than twenty-four (24) consecutive months at any time (subject to closures for casualty, condemnation, remodeling, repairs, or inventory), then, the terms of this Section 1.12(a) shall be temporarily stayed until such time as Tenant re-commences operation as a Dollar General store ® or general variety store, and any leases entered into by Landlord during such period of inapplicability which might otherwise be in violation of this Section 1.12(a) shall not be considered a violation hereof.

Laptop Xchange: Landlord shall not execute any lease for space in the Shopping Center pursuant to which Landlord authorizes the use of the premises demised by said lease for the primary business of: buying, selling, trading, and servicing computers.

J's Cleaners - Landlord shall not execute any lease for space in the Shopping Center pursuant to which Landlord authorizes the use of the premises demised by said lease for the primary business of: **dry cleaning**.

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 14-90 TO RETAIN THE LAW OFFICE OF JON F. HAMILTON TO PROVIDE LEGAL AND CONSULTING SERVICES RELATED TO LITIGATION AND EMPLOYEE RELATIONS MATTERS	<b>DATE:</b> September 15, 2014 <b>SECTION:</b> AGREEMENTS <b>ITEM NO.:</b> 6 <b>FILE I.D.:</b> PER250 <b>DEPT.:</b> ADMIN. SVCS.
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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 14-90 with the Law Office of Jon F. Hamilton to provide legal and consulting services related to litigation and employee relation matters. A copy of proposed Agreement No. 14-90 is attached for the City Council's review and consideration.

**BACKGROUND:** The City of Montclair has utilized legal services from various law firms for purposes of employer-employee relations, labor relations, grievances, disciplinary actions, and other litigation matters. For the past few years the City has consulted with Jon F. Hamilton, Esquire, from the law firm of Ferguson, Prate & Sherman on a number of employee disciplinary matters. Mr. Hamilton is very knowledgeable on matters related to public employees and has extensive experience with civil litigation in both federal and state court. In April 2014, Mr. Hamilton established his own law firm of the Law Office of Jon F. Hamilton.

In August 2014, staff met with Mr. Hamilton to develop a contract for the Law Office of Jon F. Hamilton to provide legal and consulting services to the City of Montclair effective September 16, 2014. Mr. Hamilton would be used primarily for employer-employee-related issues. The proposed hourly rates are competitive with the hourly rates of other law firms utilized by the City for legal and consulting services.

**FISCAL IMPACT:** The proposed fees for the subject legal services are contained in proposed Agreement No. 14-90 and summarized below:

<i>Proposed Hourly Rates</i>
Attorney Services                      \$165 to \$185

The City will pay for all costs, disbursements, and expensed paid or owed by the City in connection with the services provided. Cost, disbursements, and litigation expenses commonly include court fees; jury fees; service of process charges; court and deposition reporters' fees; photocopying and reproduction costs; notary fees; long-distance telephone charges; messengers and other delivery fees; postage; deposition costs; travel costs including parking, mileage, transportation, meals, and hotel costs;

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Prepared by: <u>Gary E. Chan</u>	Reviewed and Approved by: <u>[Signature]</u>
Proofed by: <u>[Signature]</u>	Presented by: <u>[Signature]</u>

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Since these services are utilized on an as-needed basis, the exact fiscal impact is currently unknown. Funds for attorney services are currently included in the Fiscal Year 2014-15 Budget.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 14-90 to retain the Law Office of Jon F. Hamilton to provide legal and consulting services related to litigation and employee relations matters.

## JON F. HAMILTON

P.O. Box 841  
Rancho Cucamonga, CA 91729-0841  
Email: [Jon@JonHamiltonLaw.com](mailto:Jon@JonHamiltonLaw.com)

Office: (909) 361-4400  
Facsimile: (909) 361-4404  
Cell: (909) 519-2141

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### EXPERIENCE

#### **Public Entity Attorney, Law Office of Jon F. Hamilton, Rancho Cucamonga, CA, April 2014 – Present**

Practice focuses primarily upon the representation of city management, law enforcement, public safety and fire personnel in matters of employment and disciplinary matters before the appropriate administrative agency, board or commission and to advise city management in the appropriate course of legal action. Practice also focuses on the representation of public entities and public employees in civil litigation matters in both federal and state court from the beginning of a lawsuit to jury trial and appeals, if necessary. Review and update existing policies, procedures, and municipal codes. Advise city management regarding labor contract negotiations. Continue to be retained by organizations to teach P.O.S.T Certified Courses.

#### **Civil Litigation Attorney, Ferguson, Praet & Sherman, Santa Ana, CA, April 2006 – March 2014**

Duties include handling civil litigation matters in both state and federal court as well as before administrative bodies representing the interests of law enforcement. In most circumstances, the litigation involved the defense of Section 1983 actions, FLSA, and ADA against public safety employees and the administrative actions concerned the employment rights of public safety officers and municipal employees. All matters would be handled from the inception, through all matters of discovery, any motions, trial and possible in the appeals process. Other duties included drafting new/updated/modified policies, procedures and Municipal Code sections. Retained by various law enforcement organizations, such as CPOA and the California Department of Justice, to instruct P.O.S.T. Certified Courses involving civil liability in critical incidents involving public safety, administrative investigations and executive management.

#### **Employment/Administrative/Criminal Attorney, November 2004 to March 2006**

Handled a multitude of employment and administrative matters including administrative interrogations, administrative hearings, and labor and union issues. Negotiated settlement agreements with city administrators and department heads. Handled critical incidents involving deaths and serious injury. Continued to defend clients on criminal matters arising out of employment. Handled a caseload of approximately 40 files at one time while managing two offices, one in Ventura and the other in Santa Barbara.

#### **Captain, United States Marine Corps, Camp Pendleton, Kuwait, Iraq, August 1999 – November 2004**

Served as a prosecutor for about two years handling approximately 200 cases through trial (one trial was conducted in a makeshift courtroom constructed out of shipping containers in Iraq) and served as a criminal defense attorney for approximately one year handling about 70 cases through trial. The duties as a judge advocate included either representing the command staff or general, or an individual Marine or Sailor, in administrative proceedings to terminate the individual from military service in administrative separation boards. All legal matters routinely required the coordination of military and civilian agencies in the preparation of trial. Additionally, for approximately one year, from November 2002 to August 2003, re-assigned to a combat unit as a logistician (Watch Officer). Responsibilities included managing approximately 40 Marines and Sailors at any given time while deployed in support of Operation Iraqi Freedom. As a Watch Officer, planned, organized, supervised and executed the logistical plan for all Marine combat units during the buildup of forces in Kuwait, the invasion into Iraq and combat actions to the siege of Baghdad. This included the accurate administration and distribution of millions of dollars of U.S. Government assets to the appropriate end recipient. As a collateral duty, would counsel and advise commanding officers on areas of operation law, such as the rules of engagement and command investigations. Further, would advise individual Marines and Sailors on a variety of legal issues including domestic relations, the filing of claims, defending filed civil actions under the Soldiers' and Sailors' Civil Relief Act and preparing wills.

## EDUCATION

- 2014 M.P.A. CalPoly, Pomona, California\*
- 2000 J.D. Whittier Law School, Costa Mesa, California
- 1996 B.A. The Citadel, Charleston, South Carolina

\* Anticipated graduation – pending completion of thesis

## TRAINING

- 2004 Advanced Trial Advocacy, MCRD San Diego, California
- 2002 Short Course for Prosecutors, Northwestern University, Chicago, Illinois
- 2002 Naval Justice School, Newport, Rhode Island
- 2001 Marine Corps Officers' Leadership Course (The Basic School), MCB Quantico, Virginia
- 1999 Marine Corps Officer Candidate School, MCB Quantico, Virginia

## HONORS AND AWARDS

### Scholastic/Personal Accomplishments:

- 1999 American Jurisprudence Award – Administrative Law
- 1997 Fulbright Scholarship Recipient
- 1996 Top Graduating German Department Student – The Citadel
- 1996 Delta Phi Alpha, German National Honor Society
- 1990 Eagle Scout, Boy Scouts of America

Military Achievements: Recognized for personal accomplishments in the courtroom and in combat to include:

- 2004 Navy Achievement Medal (for excellence as a Judge Advocate)
- 2003 Navy Achievement Medal (for superior performance as a logistics officer during the war in Iraq)
- 2003 Combat Action Ribbon (for engaging the enemy in combat)
- 2003 Presidential Unit Citation (highest unit award possible in the U.S. military)
- 2003 Global War On Terrorism Medal (for service overseas combating terrorism)
- 2003 Sea Service Deployment Ribbon (for overseas service with more than a 90-day duration)
- 2001 National Defense Service Medal (for service in the armed forces during a time of crises)

## BAR MEMBERSHIPS

- 2011 Admitted to Southern District Court of California
- 2007 Admitted to the Ninth Circuit
- 2007 Admitted to the Eastern District Court of California
- 2006 Admitted to the Central District Court of California
- 2004 Admitted to California Bar
- 2002 Qualified and certified to appear before military courts
- 2001 Admitted to South Carolina Bar

## SPECIAL SKILLS

Bilingual – English/German  
Private pilot (based out of Cable Airport in Upland)  
Basic familiarity with SPSS  
Boy Scouts of America – Merit Badge Adviser



**LEGAL REPRESENTATION SERVICES AGREEMENT**

The parties to this Agreement are the Law Office of Jon F. Hamilton ("Law Office") and the City of Montclair (hereinafter the "City").

1. **SCOPE OF SERVICES.** The Law Office will provide legal representation to the City to assist it in the following areas: (1) labor relations; (2) labor negotiations; (3) disciplinary matters; or (4) any other labor related matter.

The City has been advised that, from time to time, the Law Office may employ associate attorneys to represent the interests of the City under the terms of this Agreement. In such an event, the Law Office will inform the City that an associate attorney will be working on the case and, in the event the City objects to the representation by an associate attorney, the Law Office will solely provide all legal representation. However, in some cases, the use of an associate attorney may result in a lower hourly attorney's fee.

2. **RESPONSIBILITIES OF THE PARTIES.** The Law Office will provide the legal services reasonably required to represent the City in the matters described in Paragraph 1 and will take reasonable steps to keep the City informed of progress and developments, and to respond promptly to inquiries and communications. The City agrees to cooperate and to keep the Law Office informed of any information and developments which may come to the City's attention, to abide by this Agreement, and to pay Law Office's bills for fees and costs on time.

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Physical Address: 8600 Utica Ave., Bldg. 100, Ste. "C," Rancho Cucamonga, CA 91730

Mailing Address: P.O. Box 841, Rancho Cucamonga, CA 91729-0841

Office: (909) 361-4400 o Facsimile: (909) 361-4404

[www.jonhamiltonlaw.com](http://www.jonhamiltonlaw.com)

3. **LEGAL FEES.** The Law Office shall receive a fee as follows: \$165.00 per hour for all attorney services related to those items enumerated in Paragraph 1; however, if any of the matters in Paragraph 1 are filed in a court, such as a California Superior Court or a U.S. District Court, the fee shall be \$185.00 per hour. If the City wishes the Law Officer to represent its interests in any civil lawsuit, the fee shall also be \$185.00 per hour. The City shall be additionally responsible to the Law Office for any costs advanced by the Law Office during the pendency of the case. The definition of costs or related expenses is defined in Section 5 below.

4. **NEGOTIABILITY OF FEES.** The rates set forth above are not set by law, but are negotiable between the Law Office and the City.

5. **COSTS AND LITIGATION EXPENSES.** The Law Office will incur various costs and expenses in performing legal services under this Agreement. The City agrees to pay for all costs, disbursements and expenses paid or owed by the City in connection with this matter, or which have been advanced by the Law Office on the City's behalf and which have not been previously paid or reimbursed to the Law Office. Costs, disbursements and litigation expenses commonly include court fees, jury fees, service of process charges, court and deposition reporters' fees, photocopying and reproduction costs, notary fees, long distance telephone charges, messenger and other delivery fees, postage, deposition costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultant, expert witnesses, professional mediator, arbitrator and/or special master fees and other similar items. In the event an attorney from the Law Office must travel greater than 100 miles, the Law Office is authorized to fly, either via a commercial carrier or private aircraft, but the least expensive alternative must be selected.

To aid in the preparation or presentation of the City's legal matters, it may become necessary to hire expert witnesses, consultants or investigators. The Law Office will select any expert witnesses, consultants or investigators to be hired, and the City will be informed of the person(s) chosen and his/her/their charges. The Law Office shall obtain the City's consent before retaining outside investigators, consultants, or expert witnesses.

**6. MONTHLY BILLING STATEMENTS.** The Law Office will send the City monthly billing statements for costs, disbursements and expenses incurred in connection with this matter. Each statement should be paid in full within 30 days after the date of such statement. If the City fails to pay Attorney for fees within the 30 days, and 10% surcharge will apply.

**7. DISCHARGE AND WITHDRAWAL.** The City may discharge the Law Office at any time, upon written notice to the Law Office. The Law Office may withdraw from representation of the City (a) with the City's consent, (b) upon court approval, or (c) if no court action has been filed, for good cause and upon reasonable notice to the City. Good cause includes the City's breach of this contract, the City's refusal to cooperate with the Law Office or to follow the Law Office's advice on a material matter, or any other fact or circumstance that would render the Law Office's continuing representation unlawful or unethical.

The Law Office's withdrawal or the City's notice of discharge, and without regard to the reasons for the withdrawal or discharge, the City will remain obligated to pay the Law Office for all costs incurred prior to the termination and, in the event that there is any net recovery obtained by the City after conclusion of the Law Office's services, the City remains obligated to pay the Law Office for the reasonable value of all services rendered from the effective date of this Agreement to the date of discharge.

**8. CONCLUSION OF SERVICES.** This agreement shall continue in perpetuity until such time that either one of the parties elects to terminate the agreement as set forth in Paragraph 7. This Agreement shall be applicable to any and all matters referred to the Law Office from the City for those matters identified in Paragraph 1. When the Law Office's services conclude as to each matter, all unpaid charges will immediately become due and payable as accrued for that matter.

**9. DISCLAIMER OF GUARANTEE.** Nothing in this Agreement or in any of the Law Office's statements to the City will be construed as a promise or guarantee about the

outcome of any matter identified in Paragraph 1. The Law office makes no such promises or guarantees. The Law Office's comments about the outcome of the matters in Paragraph 1 are expressions of opinion only. The City acknowledges that the Law Office has made no promises or guarantees about the outcome.

**10. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.

**11. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

**12. MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

**13. EFFECTIVE DATE.** This Agreement will govern all legal services performed by the Law Office on behalf of the City commencing with the date the Law Office first performed services.

**14. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or photographic copy of a signature shall have the same force and effect as an original signature.

**15. CORRESPONDENCE.** Any correspondence or payments shall be sent to the following address:

LAW OFFICE OF JON F. HAMILTON  
P.O. Box 841  
Rancho Cucamonga, California 91729-0841

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM, AS OF THE DATE THE LAW OFFICE FIRST PROVIDED SERVICES. THE DEPARTMENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

DATED: \_\_\_\_\_

CITY OF MONTCLAIR

By: \_\_\_\_\_  
Paul M. Eaton, Mayor

DATED: \_\_\_\_\_

LAW OFFICE OF JON F. HAMILTON

By: \_\_\_\_\_  
JON F. HAMILTON

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Yvonne L. Smith, Deputy City Clerk

## AGENDA REPORT

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**SUBJECT:** CONSIDER ADOPTION OF RESOLUTION  
NO. 14-3049 ADOPTING A FIVE-YEAR  
CAPITAL PROJECT NEEDS ANALYSIS

**DATE:** September 15, 2014

**SECTION:** RESOLUTIONS

**ITEM NO.:** 1

**FILE I.D.:** TRN510

**DEPT.:** PUBLIC WORKS

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**REASON FOR CONSIDERATION:** The San Bernardino Associated Governments (SANBAG) requires each local jurisdiction to annually update its Five-Year Capital Needs Analysis. The City Council is requested to consider adopting Resolution No. 14-3049 adopting the document pursuant to SANBAG requirements.

**BACKGROUND:** Measure I 2010-2040, the countywide transportation sales tax program, requires that each local jurisdiction applying for revenue from the Valley Major Street and Freeway Interchange Programs annually adopt and update a Five-Year Capital Project Needs Analysis (CPNA). The CPNA differs from the Measure I Capital Improvement Program in that the CPNA contains only projects that are included in SANBAG's Nexus program. Nexus projects typically include freeway interchange projects, arterial projects, and grade separation projects. Project funding also includes contributions from developers through the development impact fee program.

CPNA projects that could potentially make use of Valley Major Street and Freeway Interchange Program funds include the reconstruction of the Monte Vista Avenue/I-10 Freeway Interchange Project and the Monte Vista Avenue/Union Pacific Grade Separation Project.

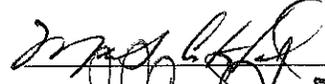
**FISCAL IMPACT:** There would be no immediate fiscal impact to the City with the adoption of Resolution No. 14-3049. The CPNA, as its name implies, is a needs analysis allowing SANBAG to prioritize transportation improvement needs throughout the County. Having projects listed in the CPNA is no guarantee that funds would be made available when needed, but failure to have a project listed would further delay funding until the project was listed.

**RECOMMENDATION:** Staff recommends the City Council Adopt Resolution No. 14-3049 adopting a Five-Year Capital Project Needs Analysis.

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Prepared by:   
Proofed by: 

Reviewed and  
Approved by:   
Presented by: 

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RESOLUTION NO. 14-3049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ADOPTING THE FIVE-YEAR CAPITAL PROJECTS NEEDS ANALYSIS FOR FISCAL YEARS 2015/2016 THROUGH 2019/2020

WHEREAS, San Bernardino County voters approved passage of Measure I in November 2004 authorizing San Bernardino Associated Governments, acting as the San Bernardino County Transportation Authority, to impose a one half of 1 percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino, and

WHEREAS, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 04-1 of the Authority; and

WHEREAS, the Strategic Plan requires each local jurisdiction applying for revenue from the Valley Major Street and Freeway Interchange Programs to annually adopt and update a Five-Year Capital Project Needs Analysis.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Montclair does hereby adopt the Measure I Five-Year Capital Project Needs Analysis for Fiscal Years 2015/2016 through 2019/2020.

APPROVED AND ADOPTED this XX day of XX, 2014.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

I, Yvonne Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 14-3049 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 Smith  
Deputy City Clerk

Capital Project Needs Analysis  
City of Montclair

Valley Freeway Interchange Program

(Actual Fiscal Year 2014/2015 dollars - SANBAG will apply escalation factors, by year)

Public Share: 81.1% Dev. Share: 18.90%

Project Information	Phase	Funding	PRIOR*	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FUTURE
Reconstruct Monte Vista Avenue/I-10 Interchange	PA&E Total Cost: Fund Type:	\$500.00							
		MI MAJ ST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		DEV FEE	\$ 120.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		MI VFI	\$ 379.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Project Cost (FY 15/16 - 19/20): \$24,000.00	PS&E Total Cost: Fund Type:	\$1,500.00							
		MI MAJ ST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		DEV FEE	\$ 361.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		MI VFI	\$ 1,138.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Measure I Request (FY 15/16 - 19/20): \$0.00 (Summation of MI MAJ ST)	ROW Total Cost: Fund Type:	\$2,000.00							
		MI MAJ ST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		DEV FEE	\$ -	\$ 482.00	\$ -	\$ -	\$ -	\$ -	\$ -
		MI VFI	\$ -	\$ 1,518.00	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Project Cost (All phases): \$0.00	CONST Total Cost: Fund Type:	\$20,000.00							
		MI MAJ ST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		DEV FEE	\$ -	\$ -	\$ 4,820.00	\$ -	\$ -	\$ -	\$ -
		MI VFI	\$ -	\$ -	\$ 15,180.00	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Comments: This project will modify or reconstruct the existing interchange at Monte Vista Avenue and I-10 to relieve congestion. Design options depend on the results of a study by SANBAG on whether to add HOV lanes or Express lanes									

\*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SANBAG including FY 2014/2015 expenses.

Capital Project Needs Analysis  
City of Montclair

Valley Highway-Railroad Grade Separation Sub-Program

(Actual Fiscal Year 2014/2015 dollars - SANBAG will apply escalation factors, by year)

Public Share: 81.1% Dev. Share: 18.90%

Project Information	Phase	Funding	PRIOR*	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FUTURE
Provide right-of-way demolition for Monte Vista Avenue/UPRR Grade Separation Project south of State Street	PA&E Total Cost: Fund Type:	\$451.22							
		MI MAJ ST	\$ 38.11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		DEV FEE	\$ 38.11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		MI LOCAL ST	\$ 375.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		MI LOCAL ST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Project Cost (FY 15/16 - 19/20): \$30,034.22	PS&E Total Cost: Fund Type:	\$2,725.00							
		MI MAJ ST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		TORP	\$ 1,025.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		MI LOCAL ST	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		DEMO	\$ 1,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Measure I Request (FY 15/16 - 19/20): \$238.11 (Summation of MI MAJ ST)	ROW Total Cost: Fund Type:	\$10,958.00							
		MI MAJ ST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		TORP	\$ 8,458.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other: RDA	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Environmental clearance and right-of-way acquisition for this project has been completed. The previous design had to be scrapped due to changes required by UPRR. A new consultant has been selected and approval by Caltrans is pending. Federal funds will be used for construction. Right of way clearance will use developer fees and Measure	CONST Total Cost: Fund Type:	\$15,900.00							
		MI MAJ ST	\$ -	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ -
		PUC	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -
		DEV FEE	\$ -	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ -
		RXR	\$ -	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -
- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Other: PNRS	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	

\*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SANBAG including FY 2014/2015 expenses.

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER ADOPTION OF RESOLUTION NO. 14-3050, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AUTHORIZING THE EXECUTION AND DELIVERY OF AGREEMENT NO. 14-91, A JOINT EXERCISE OF POWERS AGREEMENT BY AND BETWEEN THE CITY OF MONTCLAIR AND THE MONTCLAIR HOUSING AUTHORITY	<b>DATE:</b> September 15, 2014 <b>SECTION:</b> RESOLUTIONS <b>ITEM NO.:</b> 2 <b>FILE I.D.:</b> CVC175/400/450 <b>DEPT.:</b> ADMIN. SVCS./MHA
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CONSIDER ADOPTION OF RESOLUTION NO. 14-03, A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MONTCLAIR HOUSING AUTHORITY AUTHORIZING THE EXECUTION AND DELIVERY OF AGREEMENT NO. 14-91, A JOINT EXERCISE OF POWERS AGREEMENT BY AND BETWEEN THE CITY OF MONTCLAIR AND THE MONTCLAIR HOUSING AUTHORITY

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**REASON FOR CONSIDERATION:** The City Council is requested to consider adoption of Resolution No. 14-3050 and the Montclair Housing Authority Board of Directors is requested to consider adoption of Resolution No. 14-03 authorizing establishment of a new Joint Powers Authority. The purpose of the Joint Powers Authority would be to create the Montclair Public Financing Authority. The Montclair Public Financing Authority would have the authority to issue bonds and would be used to facilitate refunding the 2005 Lease Revenue Bonds should the City Council decide to consider such an action.

A copy each of proposed Resolution Nos. 14-3050 and 14-03 and a copy of proposed Agreement No. 14-91, the Joint Exercise of Powers Agreement, are attached for review and consideration.

**BACKGROUND:** The City of Montclair and City of Montclair Redevelopment Agency formed a Joint Powers Authority in March 1992. The purpose of the joint powers authority formed in 1992 was to create the Montclair Financing Authority to assist in the issuance of bond refundings and/or financings. The joint powers agency had the ability to negotiate the sale of bonds rather than simply issue bonds for public sale. Negotiating the sale of bonds may result in lower interest rates for the financing agency or result in other favorable financial terms to the issuer. With the 2012 dissolution of all redevelopment agencies in California, however, the City of Montclair lost its partner, the City of Montclair Redevelopment Agency, in the Montclair Financing Authority created by the Joint Powers Agreement.

The City Council may want to consider refinancing the 2005 Lease Revenue Bonds to achieve interest savings, and it is recommended that the Council consider approving a proposed Joint Exercise of Powers Agreement to create a new Joint Powers Authority. Instead of the

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Prepared by: <u>M. STAATS</u>	Reviewed and Approved by: <u>M. STAATS</u>
Proofed by: <u>Joanne R Smith</u>	Presented by: <u>[Signature]</u>

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Redevelopment Agency, the new Joint Powers Authority would be created between the City and the Montclair Housing Authority. The Joint Powers Agreement would call for the creation of the Montclair Public Financing Authority.

As previously indicated, proposed Agreement No. 14-91 would create the Montclair Public Financing Authority. The Montclair Public Financing Authority would be created pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code, which would authorize the City and Housing Authority to exercise powers common to both public agencies and to exercise additional powers granted pursuant to the Code, including but not limited to, the issuance of bonds (defined under Government Code Section 6584(c)(4)).

Government Code Section 6584, known as the "Marks-Roos Local Bond Pooling Act of 1985," would authorize the Montclair Public Financing Authority to issue bonds and purchase bonds issued by, or to make loans to, the City or the Housing Authority for acquisition, construction, installation, and improvement of public facilities and/or other public capital improvements whenever there are significant public benefits as determined by the City or the Housing Authority. The Government Code would further authorize and empower the Authority to sell bonds issued or purchased to public or private purchasers at a public or negotiated sale.

The governing board of the Montclair Public Financing Authority would consist of the City Council of the City of Montclair. The term of office as a member of the Board would terminate when such member of the Board would cease to hold his or her respective office on the City Council; and the successor to such officer or director of the City would become a member of the Board upon assuming office. The City Clerk would act as Secretary of the Authority, the City Finance Director would act as Treasurer of the Authority, and the City Manager would act as Executive Director of the Authority.

The meetings of the Board of Directors of the Montclair Public Financing Authority would be held concurrently with the regular meetings of the City Council and at the same time and place. The Authority would be subject to provisions of the Brown Act. The Board could suspend holding of regular meetings so long as there is no need for Authority business, and provided that any action taken regarding the Board regarding the sale of bonds shall occur by Resolution of the Authority placed on a noticed and posted meeting agenda consistent with requirements of the Brown Act. The first regular meeting of the Authority would occur on October 6, 2014, or at such later time as may be determined by the Executive Director.

Any bonds issued by the Montclair Public Financing Authority would be special obligations of the Authority payable solely by revenues, funds, and other assets pledged under the applicable Indenture and would not constitute a charge against the general credit of the Authority. Any bonds issued by the Authority would not constitute a debt of the Housing Authority or City unless specifically obligated through an Indenture. The Authority would have no taxing authority.

**FISCAL IMPACT:** There would be no fiscal impact created with the City Council's adoption of Resolution No. 14-3050 and with the Montclair Housing Authority Board of Directors' adoption of Resolution No. 14-03. These Resolutions would authorize the execution of proposed Joint Exercise of Powers Agreement No. 14-91 creating the Montclair Public Financing Authority. The Montclair Public Financing Authority would have the ability to issue bonds.

Any actions to consider the issuance of bonds would be noticed and placed on an agenda for consideration by the City Council and Montclair Public Financing Authority Board of Directors.

**RECOMMENDATION:** Staff recommends the City Council and Montclair Housing Authority Board of Directors take the following actions:

- City Council's adoption of Resolution No. 14-3050 authorizing the execution and delivery of Agreement No. 14-91, a Joint Exercise of Powers Agreement by and between the City of Montclair and the Montclair Housing Authority.
- Montclair Housing Authority Board of Directors' adoption of Resolution No. 14-03 authorizing the execution and delivery of Agreement No. 14-91, a Joint Exercise of Powers Agreement by and between the City of Montclair and the Montclair Housing Authority.

RESOLUTION NO. 14-3050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AUTHORIZING THE EXECUTION AND DELIVERY OF AGREEMENT NO. 14-91, A JOINT EXERCISE OF POWERS AGREEMENT BY AND BETWEEN THE CITY OF MONTCLAIR AND THE MONTCLAIR HOUSING AUTHORITY

**WHEREAS**, the City of Montclair, California (the "City"), is a municipal corporation and general law city organized and existing under the laws of the State of California; and

**WHEREAS**, the City, acting pursuant to Article I (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "JPA Act") may enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them and, pursuant to Government Code Section 6588, exercise certain additional powers; and

**WHEREAS**, the City and the Montclair Housing Authority (the "Housing Authority") desire to create and establish the Montclair Public Financing Authority (the "Authority") pursuant to the JPA Act; and

**WHEREAS**, there has been presented at this meeting a proposed form of Joint Exercise of Powers Agreement (Agreement No. 14-91), dated as of September 1, 2014 (the "Joint Powers Agreement"), by and between the City and the Housing Authority, which Joint Powers Agreement creates and establishes the Authority; and

**WHEREAS**, under California law and the Joint Powers Agreement, the Authority will be a public entity separate and apart from the parties to the Joint Powers Agreement, and the debts, liabilities and obligations of the Authority will not be the debts, liabilities or obligations of the City, the Housing Authority or any representative of the City or the Housing Authority serving on the governing body of the Authority.

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

**Section 1.** The above recitals and the statements, findings and determinations set forth in the preamble of the Joint Powers Agreement are true and correct.

**Section 2.** The form of the Joint Powers Agreement on file with the City Clerk is hereby approved. The Mayor, the City Clerk or the City Manager or the designee thereof is hereby authorized and directed, on behalf of the City, to execute and deliver the Joint Powers Agreement substantially in the approved form, with such changes as may be recommended by the City Attorney or Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel, said execution being conclusive evidence of such approval.

**Section 3.** The Mayor, the City Clerk, or the City Manager or the designee thereof and any other proper officer of the City, acting singly, be and each of them

hereby is authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by the Joint Powers Agreement and this Resolution. All prior actions of such officers or staff of the City with respect thereto are hereby ratified and approved.

**Section 4.** This Resolution shall take effect immediately upon its passage and the Deputy City Clerk of the City of Montclair shall certify as to the adoption of this Resolution.

**APPROVED AND ADOPTED** this XX day of XX , 2014.

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Mayor

**ATTEST:**

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Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 14-3050 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

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Yvonne L. Smith  
Deputy City Clerk

RESOLUTION NO. 14-03

**A RESOLUTION OF THE CITY OF MONTCLAIR  
HOUSING AUTHORITY AUTHORIZING THE  
EXECUTION AND DELIVERY OF A JOINT  
EXERCISE OF POWERS AGREEMENT BY AND  
BETWEEN THE CITY OF MONTCLAIR AND  
THE MONTCLAIR HOUSING AUTHORITY**

**WHEREAS**, the Board of Directors of Montclair Housing Authority (the "Housing Authority") is a public entity organized and existing under the laws of the State of California; and

**WHEREAS**, the Housing Authority, acting pursuant to Article I (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "JPA Act") may enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them and, pursuant to Government Code Section 6588, exercise certain additional powers; and

**WHEREAS**, the City of Montclair (the "City") and the Housing Authority desire to create and establish the Montclair Public Financing Authority (the "Authority") pursuant to the JPA Act; and

**WHEREAS**, there has been presented at this meeting a proposed form of Joint Exercise of Powers Agreement (Agreement No. 14-91), dated as of September 1, 2014 (the "Joint Powers Agreement"), by and between the City and the Housing Authority, which Joint Powers Agreement creates and establishes the Authority; and

**WHEREAS**, under California law and the Joint Powers Agreement, the Authority will be a public entity separate and apart from the parties to the Joint Powers Agreement, and the debts, liabilities and obligations of the Authority will not be the debts, liabilities or obligations of the City, the Housing Authority or any representative of the City or the Housing Authority serving on the governing body of the Authority.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the City of Montclair Housing Authority does hereby find and determine as follows:

**Section 1.** The above recitals and the statements, findings and determinations set forth in the preamble of the Joint Powers Agreement are true and correct.

**Section 2.** The form of the Joint Powers Agreement on file with the Housing Authority Secretary is hereby approved. The Chair or the Executive Director or the designee thereof is hereby authorized and directed, on behalf of the Housing Authority, to execute and deliver the Joint Powers Agreement substantially in the approved form, with such changes as may be recommended by the City Attorney or Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel, said execution being conclusive evidence of such approval.

**Section 3.** The Chair or the Executive Director or the designee thereof and any other proper officer of the Housing Authority, acting singly, be and each of them hereby is authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by the Joint Powers Agreement and this Resolution. All prior actions of such officers or staff of the Housing Authority with respect thereto are hereby ratified and approved.

**Section 4.** This Resolution shall take effect immediately upon its passage and the Housing Authority Secretary shall certify to the adoption of this Resolution and shall cause a certified Resolution to be filed in the Office of the Housing Authority Secretary.

**APPROVED AND ADOPTED** this XX day of XX, 2014.

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Chairman

**ATTEST:**

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Secretary

I, Yvonne L. Smith, Secretary of the City of Montclair Housing Authority, DO HEREBY CERTIFY that Resolution No. 14-03 was duly adopted by the Montclair Housing Authority 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

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Yvonne L. Smith  
Secretary

**Agreement No. 14-91**

**JOINT EXERCISE OF POWERS AGREEMENT**

**by and between the**

**CITY OF MONTCLAIR**

**and the**

**MONTCLAIR HOUSING AUTHORITY**

**creating the**

**MONTCLAIR PUBLIC FINANCING AUTHORITY**

**dated as of**

**September 1, 2014**

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## JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT, dated as of September 1, 2014, is entered into by and between the CITY OF MONTCLAIR (the "City"), a municipal corporation and general law city organized and existing under the laws of the State, and the MONTCLAIR HOUSING AUTHORITY (the "Housing Authority"), a public entity organized and existing under the laws of the State of California (each of the City and the Housing Authority, a "Member").

### DECLARATION OF PURPOSE

A. Chapter 5 of Division 7 of Title 1 of the Government Code authorizes the City and the Housing Authority to create a joint exercise of powers entity which has the power to exercise any powers common to the City and the Housing Authority and to exercise additional powers granted to it under the Act, including but not limited to the issuance of bonds (defined under Section 6584(c)(4) of the Act to include certificates of participation) pursuant to Section 6588 thereof. This Agreement creates such an entity, which shall be known as the Montclair Public Financing Authority, for the purposes and to exercise the powers described herein.

B. Article 4 of the Act (known as the "Marks-Roos Local Bond Pooling Act of 1985," Government Code Section 6584 *et seq.*) authorizes and empowers the Authority to issue Bonds and to purchase bonds issued by, or to make loans to, the City or the Housing Authority or other public or private entity for financing or providing interim financing for the acquisition, construction, installation and improvement of public facilities and other public capital improvements, working capital, liability and other insurance needs, or projects whenever there are significant public benefits, as determined by the City or the Housing Authority. The Marks-Roos Local Bond Pooling Act of 1985 further authorizes and empowers the Authority to sell Bonds so issued or purchased to public or private purchasers at public or negotiated sale.

C. Each of the Members is empowered by law to promote economic, cultural and community development including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare.

D. Each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means including through making grants, loans, or providing other financial assistance to governmental and nonprofit organizations.

E. Each Member is also empowered by law to acquire and dispose of real property for a public purpose.

F. The Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement, and to exercise the additional powers granted to it in the Act and any other applicable provisions of the laws of the State of California.

G. A public entity established pursuant to the Act is empowered to issue or execute bonds, notes, commercial paper, or any other evidences of indebtedness, including leases or

installment sale agreements or certificates of participation therein (herein "Bonds"), and to otherwise undertake financing programs under the Act or other applicable provisions of the laws of the State of California to accomplish its public purposes.

H. The Members have determined to specifically authorize a public entity authorized pursuant to the Act to issue Bonds pursuant to the Act or other applicable provisions.

I. It is the desire of the Members to use a public entity established pursuant to the Act to undertake the financing and/or refinancing of projects of any nature including, but not limited to, capital or working capital projects, insurance, liability, or retirement programs or facilitation Members use of existing or new financial instruments and mechanisms.

J. It is further the intention of the Members that the projects undertaken will result in significant public benefits to the inhabitants of the jurisdictions of the Members.

## TERMS OF AGREEMENT

**Section 1. Definitions.** Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Agreement have the meanings herein specified.

Act. The term "Act" means Articles 1, 2 and 4 of Chapter 5 of Division 7 of Title 1 of the Government Code (Section 6500 *et seq.*), as amended.

Agreement. The term "Agreement" means this Joint Exercise of Powers Agreement, as it may be amended from time to time, creating the Authority.

Authority. The term "Authority" means the Montclair Public Financing Authority created by this Agreement.

Board. The term "Board" means the governing board of the Authority, which shall be comprised of the City Council of the City as set forth in Section 4.B hereof.

Bonds. The term "Bonds" means bonds and any other evidence of indebtedness of the Authority authorized and issued pursuant to the Act including, but not limited to, Section 6584(c) thereof.

Brown Act. The term "Brown Act" means the Government Code provisions at Section 54950 *et seq.* governing the notice and agenda requirements for meetings of government agencies in the State and any later amendments, revisions, or successor enactments.

City. The term "City" means the City of Montclair, a municipal corporation and general law city organized and existing under the laws of the State.

Fiscal Year. The term "Fiscal Year" has the meaning set forth in Section 7.

Government Code. The term "Government Code" means the Government Code of the State.

Housing Authority. The term "Housing Authority" means the Montclair Housing Authority, a public body corporate and public organized and existing pursuant to the laws of the State of California, and all successor statutes and implementing regulations thereto.

Indenture. The term "Indenture" means each indenture, trust agreement, or other such instrument pursuant to which Bonds are issued.

Member. The term "Member" or "Members" means the City and/or the Housing Authority, as appropriate.

State. The term "State" means the State of California.

**Section 2. Purpose.** This Agreement is made pursuant to the Act for the purpose of assisting in the financing and refinancing of capital improvement projects of the Members and other activities of the Members as permitted under the Act by exercising the powers referred to in this Agreement.

**Section 3. Term.** This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated by a supplemental agreement of the Housing Authority and the City; provided, however, that in no event shall this Agreement terminate while any Bonds or other obligations of the Authority remain outstanding under the terms of any indenture, trust agreement, contract, agreement, lease, sublease or other instrument pursuant to which such Bonds are issued or other obligations are incurred.

**Section 4. The Authority.**

A. Creation of the Authority. There is hereby created pursuant to the Act an authority and public entity to be known as the "Montclair Public Financing Authority." As provided in the Act, the Authority shall be a public entity separate from the City and the Housing Authority. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the City or the Housing Authority.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement or amendment to be prepared and filed with the office of the Secretary of State of the State in the manner set forth in Section 6503.5 of the Act. Such notice shall also be filed with the office of the Controller of the State.

B. Governing Board. The Authority shall be administered by the Board, which shall consist of the City Council of the City. The term of office as a member of the Board shall terminate when such member of the Board shall cease to hold his or her respective office at the City; and the successor to such officer or director of the City shall become a member of the Board upon assuming such office.

C. Meetings of Board.

(1) Time and Place. The Board shall hold its regular meetings concurrently with and/or immediately following the regular meetings of the City and the same shall occur consistent with the schedule set by resolution of the City for its regular meetings as to time/place and location. The Board may suspend the holding of regular meetings so long as there is no need for Authority business, and provided that any action taken regarding the sale of Bonds shall occur by resolution placed on a noticed and posted meeting agenda consistent with the requirements for regular meetings under the Brown Act. At all times, each regular meeting of the Authority shall take place pursuant to a 72 hour notice and agenda requirement or as otherwise provided by the

Brown Act. The first regular meeting of the Authority shall occur on October 6, 2014, or such later date as may be determined by the Executive Director and for which notice shall be duly given under the Bond Act.

The Board may hold special meetings at any time and from time to time in accordance with the Brown Act. A special meeting may be called at any time by the Secretary of the Authority or the Executive Director of the Authority by delivering written notice to each Board member. Such written notice may be dispensed with as to any Board member who at or prior to the time the meeting convenes files with the Secretary of the Authority a written waiver of notice. Such waiver may be given by telegram or telecopy. Such written notice may also be dispensed with as to any member who is actually present at the meeting.

Nothing contained in this Agreement shall be construed to prevent the Board from holding closed sessions during a regular or special meeting concerning any matter permitted by law to be considered in a closed session.

All public hearings held by the Board shall be held during regular or special meetings of the Board.

The Board may adjourn any meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all Board members are absent from any regular meeting or adjourned regular meeting, the Secretary or acting Secretary of the Authority may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be given in the same manner as provided for special meetings unless such notice is waived as provided for special meetings. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the meeting was held within 24 hours after the time of the adjournment. When a regular or adjourned regular meeting is adjourned as provided in this Section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings.

Any public hearing being held, or any hearing noticed or ordered to be held at any meeting may by order or notice of continuance be continued or recontinued to any subsequent meeting in the same manner and to the same extent set forth herein for the adjournment of the meetings; provided that, if the hearing is continued to a time less than 24 hours after the time specified in the order or notice of hearing, a copy of the order or notice of continuance shall be posted immediately following the meeting at which the order or declaration of continuance was adopted or made.

The Chair of the Board or the Executive Director of the Authority shall prepare or approve the agenda of all meetings. Business will be conducted according to the agenda, except when determined by the Board as permitted by law.

The presiding officer at the meeting shall determine the rules of conduct.

(2) Legal Notice. All regular and special meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Brown Act.

(3) Minutes. The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as practicable after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the City and the Housing Authority.

(4) Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings from time to time. Any action or decision of the Authority shall be on motion duly approved by a majority of the Board at a lawfully held meeting.

D. Officers; Duties; Bonds.

(1) The officers of the Authority shall be the Chair, the Vice Chair, the Secretary, the Treasurer and the Executive Director. Such officers may be directors or officers of the City serving ex officio.

(A) Chair. The Chair of the Authority shall be the Board member who is the Mayor of the City. The term of office shall be the same as the term of the Mayor of the City. The Chair shall preside at all meetings of the Authority, and shall submit such information and recommendations to the Board as he or she may consider proper concerning the business, policies and affairs of the Authority. The Mayor Pro Tem of the City shall perform the duties of the Chair of the Authority in the absence or incapacity of the Chair of the Authority.

(B) Vice Chair. The Vice Chair shall be the Board member who is the Mayor Pro Tem of the City. The term of office shall be the same as the term of the Mayor Pro Tem of the City. The Vice Chair shall perform the duties of the Chair in the absence or incapacity of the Chair. In case of the resignation or death of the Chair, the Vice Chair shall perform such duties as are imposed on the Chair, until such time as a new Chair is selected or appointed

(C) Secretary. The City Clerk of the City is hereby designated as the Secretary of the Authority. The Secretary shall keep the records of the Authority, shall act as Secretary at the meetings of the Authority and record all votes, and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to the office.

(D) Treasurer. The Finance Director of the City is hereby designated as the Treasurer of the Authority. Subject to the applicable provisions of any trust agreement, indenture or resolution providing for a trustee or other fiscal agent, the Treasurer is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and shall file an official bond if so required by the Board of the Authority and, as such, shall have the powers, duties and responsibilities specified in Section 6505.1 of the Act.

(E) Executive Director. The City Manager of the City is hereby designated as the Executive Director of the Authority and shall be responsible for execution and supervision of the affairs of the Authority. Except as otherwise authorized by resolution of the Board, the Executive Director or the Executive Director's designee shall sign all contracts, deeds and other instruments executed by the Authority. In addition, subject to the applicable provisions of any trust agreement, indenture or resolution providing for a trustee or other fiscal agent, the Executive Director is designated as the public officer or person who has charge of, handles, or has access to any

property of the Authority, and shall file an official bond if so required by the Board and, as such, shall have the powers, duties and responsibilities specified in Section 6505.1 of the Act.

(2) So long as required by Sections 6505 and 6505.5 of the Act, the Treasurer of the Authority shall prepare or cause to be prepared: (a) a special audit as required pursuant to Section 6505 of the Act no less frequently than once in every two-year period during the term of this Agreement; and (b) a report in writing on the first day of July, October, January and April of each year to the Board, the City and the Housing Authority, which report shall describe the amount of money held by the Treasurer of the Authority for the Board, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provides regular reports covering such amounts).

(3) The services of the officers shall be without compensation by the Authority unless said officers are otherwise compensated in accordance with Section 4.B. hereinabove or as employees of the City. The City will provide such other administrative services as required by the Authority, and shall not receive economic remuneration from the Authority for the provision of such services.

(4) The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

(5) All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, Workers' Compensation and other benefits which apply to the activities of officers, agents or employees of the Members when performing their respective functions within the territorial limits of their respective Member shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.

(6) None of the officers, agents or employees, if any, directly employed by the Authority shall be deemed, by reason of their employment by the Authority, to be employed by any Member or, by reason of their employment by the Authority, to be subject to any of the requirements of any Member.

(7) The Members hereby confirm their intent and agree that, as provided in Section 4.A hereof and in the Act, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the City or the Housing Authority.

(8) In any event, the Authority or the City shall cause all records regarding the Authority's formation, existence, operations, any Bonds issued by the Authority, obligations incurred by it and proceedings pertaining to its termination to be retained for at least six (6) years following termination of the Authority or final payment of any Bonds issued by the Authority, whichever is later.

(9) Confirmation of officers shall be the first order of business at the first meeting of the Authority, regular or special, held in each calendar year.

(10) No Board member, officer, agent or employee of the Authority, without prior specific or general authority by a vote of the Board, shall have any power or authority

to bind the Authority by any contract, to pledge its credit, or to render it liable for any purpose in any amount.

**Section 5. Powers.** The Authority shall have any and all powers which are common powers of the City and the Housing Authority, and any and all powers separately conferred by law upon the Authority. All such powers, whether common to the Members or separately conferred by law upon the Authority, are specified as powers of the Authority to the extent required by law, except any such powers which are specifically prohibited to the Authority by applicable law. The Authority's exercise of its powers is subject to the restrictions upon the manner of exercising the powers of the City.

The Authority is hereby authorized, in its own name, to do all acts necessary or convenient for the exercise of its powers, including, but not limited to, any or all of the following: to sue and be sued; to make and enter into contracts; to employ agents, consultants, attorneys, accountants, and employees; to acquire, hold, or dispose of property, whether real or personal, tangible or intangible, wherever located; and to issue Bonds or otherwise incur debts, liabilities, or obligations to the extent authorized by the Act or any other applicable provision of law and to pledge any property or revenues or the rights thereto as security for such Bonds and other indebtedness.

Notwithstanding the foregoing, the Authority shall have any additional powers conferred under the Act or under applicable law, insofar as such additional powers may be necessary to accomplish the purposes set forth in Section 2 hereof.

**Section 6. Termination of Powers.** The Authority shall continue to exercise the powers herein conferred upon it until the termination of this Agreement in accordance with Section 3 hereof.

**Section 7. Fiscal Year.** Unless and until changed by Resolution of the Board, the Fiscal Year of the Authority shall be the period from July 1 of each year to and including the following June 30, except for the first Fiscal Year, which shall be the period from the date of this Agreement to June 30, 2015.

**Section 8. Disposition of Assets.** Upon termination of this Agreement pursuant to Section 3 hereof, any surplus money in possession of the Authority or on deposit in any fund or account of the Authority shall be returned in proportion to any contributions made as required by Section 6512 of the Act. The Board is vested with all powers of the Authority for the purpose of concluding and dissolving the business affairs of the Authority. After rescission or termination of this Agreement pursuant to Section 3 hereof, all property of the Authority, both real and personal, shall be distributed to the City subject to Section 9 hereof.

**Section 9. Contributions and Advances.** Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by the City and the Housing Authority for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance made in respect of a revenue-producing facility shall be made subject to repayment, and shall be repaid, in the manner agreed upon by the City or the Housing Authority, as the case may be, and the Authority at the time of making such advance as provided by Section 6512.1 of the Act. It is mutually understood and agreed that neither the City nor the Housing Authority has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though either

may do so. The City or the Housing Authority may allow the use of personnel, equipment, or property in lieu of other contributions or advances to the Authority.

**Section 10. Bonds.**

A. Authority To Issue Bonds. When authorized by the Act or other applicable provisions of law and by resolution of the Board, the Authority may issue Bonds for the purpose of raising funds for the exercise of any of its powers or to otherwise carry out its purposes under this Agreement. Said Bonds shall have such terms and conditions as are authorized by the Board. Among other things, the Marks-Roos Local Bond Pooling Act of 1985 authorizes the Authority, to execute and deliver or cause to be executed and delivered certificates of participation in a lease or installment sale agreement with any public or private entity. The Authority, at its option, may issue or cause to be issued bonds rather than certificates of participation and enter into a loan agreement with any public or private entity.

B. Bonds Limited Obligations. The Bonds, including the principal and any purchase price thereof and the interest and premium, if any, thereon, shall be special obligations of the Authority payable solely from, and secured solely by, the revenues, funds, and other assets pledged therefor under the applicable Indenture(s) and shall not constitute a charge against the general credit of the Authority. The Bonds shall not be secured by a legal or equitable pledge of, or lien or charge upon or security interest in, any property of the Authority or any of its income or receipts except the property, income, and receipts pledged therefor under the applicable Indenture(s). The Bonds shall not constitute a debt, liability, or obligation of the State or any public authority thereof, including the Housing Authority and the City, other than the special obligation of the Authority as described above. Neither the faith and credit nor the taxing power of the State or any public authority thereof, including the Housing Authority and the City, shall be pledged to the payment of the principal or purchase price of, or the premium, if any, or interest on the Bonds nor shall the State or any public authority or instrumentality thereof, including the Housing Authority and the City, in any manner be obligated to make any appropriation for such payment. The Authority shall have no taxing power.

No covenant or agreement contained in any Bond or Indenture shall be deemed to be a covenant or agreement of any director, officer, agent, or employee of the Authority in his or her individual capacity; and no director or officer of the Authority executing a Bond shall be liable personally on such Bond or be subject to any personal liability or accountability by reason of the issuance of such Bond.

**Section 11. Agreement Not Exclusive.** This Agreement shall not be exclusive and shall not be deemed to amend or alter the terms of other agreements between the City and the Housing Authority, except as the terms of this Agreement shall conflict therewith, in which case the terms of this Agreement shall prevail.

**Section 12. Accounts and Reports.** All funds of the Authority shall be strictly accounted for in books of account and financial records maintained by the Authority including a report of all receipts and disbursements. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles and by each Indenture for outstanding Bonds (to the extent that such duties are not assigned to a trustee for owners of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by the City and the Housing Authority and their representatives.

The Authority shall require that each Indenture provide that the trustee appointed thereunder shall establish suitable funds, furnish financial reports, and provide suitable accounting procedures to carry out the provisions of such Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out the requirements of this Section.

A. Audits. The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority in compliance with the requirements of the Act. Any costs of the audit, including contracts with or employment of certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

B. Audit Reports. The Treasurer of the Authority, as soon as practicable after the close of each Fiscal Year but in any event within the time necessary to comply with the requirements of the Act, shall file a report of the audit performed pursuant to Subsection A of this Section as required by the Act and shall send a copy of such report to public entities and persons in accordance with the requirements of the Act.

**Section 13. Funds.** Subject to the provisions of each Indenture for outstanding Bonds providing for a trustee to receive, have custody of, and disburse funds which constitute Authority funds, the Treasurer of the Authority shall receive, have the custody of, and disburse Authority funds pursuant to accounting procedures approved by the Board and shall make the disbursements required by this Agreement or otherwise necessary to carry out the provisions and purposes of this Agreement.

**Section 14. Conflict of Interest Code.** The Authority shall, by Resolution, adopt a Conflict of Interest Code to the extent required by law. Such Conflict of Interest Code may be the conflict of interest code of the City.

**Section 15. Breach.** If default shall be made by the City or the Housing Authority in any covenant contained in this Agreement, such default shall not excuse either the City or the Housing Authority from fulfilling its obligations under this Agreement; and the City and the Housing Authority shall continue to be liable for the payment of contributions and the performance of all conditions herein contained. The City and the Housing Authority hereby declare that this Agreement is entered into for the benefit of the Authority created hereby and the City and the Housing Authority hereby grant to the Authority the right to enforce by whatever lawful means the Authority deems appropriate all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

**Section 16. Notices.** Notices to the City and the Housing Authority hereunder shall be sufficient if delivered to the Finance Director of the City.

**Section 17. Withdrawal.** Neither the Housing Authority nor the City may withdraw from this Agreement prior to the end of the term of this Agreement determined in accordance with Section 3.

**Section 18. Effectiveness.** This Agreement shall become effective and be in full force and effect and a legal, valid, and binding obligation of the Housing Authority and the City when each party has executed a counterpart of this Agreement.

**Section 19. Severability.** Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or provisions hereof shall not be affected thereby.

**Section 20. Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, neither party may assign any right or obligation hereunder without the consent of the other.

**Section 21. Amendment of Agreement.** This Agreement may be amended by supplemental agreement executed by the Members at any time provided, however, that this Agreement may be terminated only in accordance with Section 3 hereof and provided further that such supplemental agreement shall be subject to any restrictions contained in any Bonds or documents related to any Bonds to which the Authority is a party.

**Section 22. Form of Approvals.** Whenever an approval is required in this Agreement, unless the context specifies otherwise, it shall be given: (A) in the case of the Housing Authority, by Resolution duly adopted by the City Council of the City in its capacity as the legislative body of the Housing Authority; (B) in the case of the City, by Resolution duly adopted by the City Council of the City; and (C) in the case of the Authority, by Resolution duly adopted by the Board. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

**Section 23. Waiver of Personal Liability.** No Board member, officer, or employee of the Authority, the City, or the Housing Authority shall be individually or personally liable for any claims, losses, damages, costs, injury, and liability of any kind, nature, or description arising from the actions of the Authority or the actions undertaken pursuant to this Agreement; and the City shall defend such Board members, officers, or employees against any such claims, losses, damages, costs, injury, and liability. Without limiting the generality of the foregoing, no Board member, officer, or employee of the Authority or of any Member shall be personally liable on any Bonds or be subject to any personal liability or accountability by reason of the issuance of Bonds pursuant to the Act and this Agreement. To the fullest extent permitted by law, the Board shall provide for indemnification by the Authority of any person who is or was a member of the Board, or an officer, employee, or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member of the Board, or an officer, employee, or other agent of the Authority, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in the course and scope of his or her office, employment, or Authority. In the case of a criminal proceeding, the Board may provide for indemnification and defense of a member of the Board, or an officer, employee, or other agent of the Authority to the extent permitted by law.

**Section 24. Section Headings.** All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

**Section 25. Miscellaneous.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Where reference is made to duties to be performed for the Authority by a public official or employee, such duties may be performed by that person's duly authorized deputy or assistant. Where reference is made to actions to be taken by the Housing Authority or the City, such action may be exercised through the officers, staff, or employees of the Housing Authority or the City, as the case may be, in the manner provided by law.

This Agreement is made in the State, under the Constitution and laws of the State and is to be construed as a contract made and to be performed in the State.

This Agreement is the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof, which supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized as of the day and year first above written.

CITY OF MONTCLAIR

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Mayor

**ATTEST:**

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Yvonne L. Smith  
Deputy City Clerk

MONTCLAIR HOUSING AUTHORITY

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Chairman

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER CITY COUNCIL, ACTING AS SUCCESSOR TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY BOARD OF DIRECTORS, ADOPTION OF RESOLUTION NO. 14-05 ADOPTING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR JANUARY 1, 2015, THROUGH JUNE 30, 2015; ADOPTION OF ADMINISTRATIVE BUDGET FOR JANUARY 1, 2015, THROUGH JUNE 30, 2015; AND AUTHORIZATION OF CERTAIN OTHER ACTIONS PURSUANT TO SECTION 34177 OF PART 1.85 OF THE HEALTH AND SAFETY CODE	<b>DATE:</b> September 15, 2014 <b>SECTION:</b> RESOLUTIONS <b>ITEM NO.:</b> 3 <b>FILE I.D.:</b> SAG050 <b>DEPT.:</b> SUCCESSOR RDA
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**REASON FOR CONSIDERATION:** Assembly Bill 1484 was adopted by the State Legislature and signed by the Governor on June 29, 2012. This legislation is considered a cleanup bill to the Redevelopment Dissolution Bill legislation, AB X1 26. Assembly Bill 1484 advanced the time for submittal of the Recognized Obligation Payment Schedules (ROPS) and an Administrative Budget. The ROPS must be approved by the Oversight Board and sent to the Department of Finance (DOF) and the County Auditor–Controller no fewer than 90 days before the date of property tax distribution. The ROPS for the period from January 1, 2015, through June 30, 2015, and the Administrative Budget for the same period was considered by the Oversight Board on September 10, 2014.

The City Council, acting as the successor to the City of Montclair Redevelopment Agency, is therefore requested to adopt proposed Resolution No. 14-05 approving the ROPS and the Administrative Budget for the period from January 1, 2015, through June 30, 2015. A copy of the ROPS and Administrative Budget is included in the agenda packets for review and consideration by the Successor Agency Board Members.

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

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Prepared by: <u>M. STAATS</u>	Reviewed and Approved by:	<u>M. STAATS</u>
Proofed by: <u>Yvonne L. Smith</u>	Presented by:	_____

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On February 21, 2012, the City Council, acting as Successor Agency Board of Directors to the Redevelopment Agency, adopted the initial Recognized Obligation Payment Schedule. The ROPS sets forth the minimum payment amounts and due dates of payments required by enforceable obligations for each six-month fiscal period. The first ROPS concerned the period from January 1, 2012, through June 30, 2012. The second ROPS setting forth the obligations of the former Redevelopment Agency for the period from July 1, 2012, through December 31, 2012, was approved by the Successor Agency Board on May 7, 2012. The third ROPS for the period from January 1, 2013, through June 30, 2013, was approved by the Successor Agency Board on August 20, 2012. The fourth ROPS for the period from July 1, 2013, through December 31, 2013, was approved by the Successor Agency Board on March 18, 2013. The fifth ROPS covering the period from January 1, 2014, through June 30, 2014, was approved by the Successor Agency Board on September 19, 2013. On February 18, 2014, the Successor Agency Board approved the ROPS for July 1, 2014 through December 31, 2014. Adoption of proposed Resolution No. 14-05 by the Successor Agency Board of Directors would approve the ROPS and the Administrative Budget for the first half of 2015.

**FISCAL IMPACT:** The purpose of the ROPS is to identify payments that must be made to satisfy former Redevelopment Agency obligations from January 1, 2015, through June 30, 2015. The City of Montclair became the Successor Agency to assure payments would be made to satisfy former Redevelopment Agency obligations. The action to adopt proposed Resolution No. 14-05 is a part of the process to allow the Successor Agency to receive property tax proceeds (once tax increment) to finance obligations associated with the former Redevelopment Agency. The ROPS requests the use of \$125,000 in administrative costs. However, DOF has final decision-making authority regarding all ROPS expenditures.

The Administrative Budget for the period from January 1, 2015, through June 30, 2015, further details the use of the administrative funds identified in the ROPS.

**RECOMMENDATION:** Staff recommends the City Council, acting as successor to the City of Montclair Redevelopment Agency Board of Directors, adopt Resolution No. 14-05 adopting a Recognized Payment Obligation Schedule for January 1, 2015, through June 30, 2015; adopt an Administrative Budget for January 1, 2015, through June 30, 2015; and authorize certain other actions pursuant to Section 34177 of Part 1.85 of the Health and Safety

**RESOLUTION NO. 14-05**

**RESOLUTION OF THE CITY OF MONTCLAIR, ACTING AS SUCCESSOR TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY, ADOPTING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR JANUARY 1, 2015, THROUGH JUNE 30, 2015; ADOPTING AN ADMINISTRATIVE BUDGET FOR JANUARY 1, 2015, THROUGH JUNE 30, 2015; AND AUTHORIZING CERTAIN OTHER ACTIONS PURSUANT TO SECTION 34177 OF PART 1.85 OF THE HEALTH AND SAFETY CODE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, the City as Successor Agency approved its third ROPS on August 20, 2013; and

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

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

**WHEREAS**, the Oversight Board to the former City of Montclair Redevelopment Agency approved the ROPS for the period from January 1, 2014, through June 30, 2014, on September 11, 2014, and ordered its submittal to the Department of Finance and the County Auditor-Controller's Office; and

**WHEREAS**, the City as Successor Agency approved ROPS 13-14B on September 16, 2013; and

**WHEREAS**, the Oversight Board to the former City of Montclair Redevelopment Agency approved the ROPS for the period from July 1, 2014, through December 31, 2014, on February 26, 2014, and ordered its submittal to the Department of Finance and the County Auditor Controller's Office; and

**WHEREAS**, by this Resolution, the City Council, serving as and on behalf of the Successor Agency, will duly consider ROPS 14-15B from January 1, 2015, through June 30, 2015; and

**WHEREAS**, the Oversight Board to the former City of Montclair Redevelopment Agency approved the ROPS and the Administrative Budget for the period from January 1, 2015, through June 30, 2015, on September 10, 2014; and

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

**WHEREAS**, pursuant to Section 34177, a copy of the ROPS will be submitted to the State Controller's Office and the Department of Finance and will be posted on the Successor Agency's Internet website.

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

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

**Section 2.** The ROPS and Administrative Budget for the period from January 1, 2015, through June 30, 2014, are approved together with such augmentation, modification, additions, or revisions as the City Manager or authorized designees may make thereto.

**Section 3.** The City Council, acting as Successor to Board of Directors of the City of Montclair Redevelopment Agency, acknowledges that the ROPS will be transmitted to the County Auditor-Controller, the State Controller's Office, and the Department of Finance after consideration by the Oversight Board and, further, will be posted on the City's website.

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

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

**APPROVED AND ADOPTED** this XX day of XX, 2014.

---

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

**ATTEST:**

---

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

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, acting as Successor to the Secretary of the City of Montclair Redevelopment Agency, DO HEREBY CERTIFY that Resolution No. 14-05 was duly adopted by the City Council acting as Successor to the Redevelopment Agency Board of Directors at a regular meeting thereof held on the XX day of XX, 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,  
Acting as Successor to the Secretary of  
the City of Montclair Redevelopment Agency

MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON TUESDAY,  
SEPTEMBER 2, 2014, AT 8:25 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 8:25 p.m.

**II. ROLL CALL**

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

**III. APPROVAL OF MINUTES**

**A. Minutes of the Regular Personnel Committee Meeting of  
August 18, 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 August 18, 2014.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**

At 8:26 p.m., the Personnel Committee went into Closed Session  
regarding personnel matters related to appointments, resignations/  
terminations, and evaluations of employee performance.

At 8:45 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 8:45 p.m., Mayor Pro Tem Ruh adjourned the Personnel Committee.

Submitted for Personnel Committee approval,

---

Edward C. Starr  
City Manager

**CITY OF MONTCLAIR**

**TREASURER'S REPORT**

**FOR THE MONTH ENDING**

**August 31, 2014**

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**SCHEDULE 3**

STATEMENT OF CASH AND INVESTMENT ACCOUNTS

**GRAPH**

CASH AND INVESTMENTS BY TYPE

**CITY OF MONTCLAIR  
STATEMENTS OF COMPLIANCE WITH THE INVESTMENT POLICY  
AND INVESTMENT STRATEGY**

**AUGUST 31, 2014**

**COMPLIANCE STATEMENT**

The City has the following amount invested in various financial instruments. This conforms with the investment policy approved by the City Council.

Total Investments

\$ 9,153,247

During the current month the City was in compliance with the internal control procedures set forth in the Investment Policy.



Donald L. Parker, CPA  
Finance Director

**INVESTMENT STRATEGY FOR THE UPCOMING MONTH**

During the upcoming month, surplus moneys will be invested in the Local Agency Investment Fund and other investments authorized in the Investment Policy. The City has sufficient monies available to meet expenditures during the next six month period.

CITY OF MONTCLAIR  
STATEMENT OF CASH AND INVESTMENTS BY FUND  
AS OF AUGUST 31, 2014

Fund	Beginning Balance	Receipts	Disbursements	Interfund Transfers	Ending Balance
General Fund	\$ (3,154,088.76)	\$ 2,232,958.36	\$ 2,454,675.88	\$ (30,000.00)	\$ (3,405,806.28) (1)
Gas Tax Fund	574,465.65	110,465.76	107,609.51	-	577,321.90
Measure I Fund	646,681.59	-	-	-	646,681.59
Traffic Safety	115,711.81	31,672.14	3,486.94	-	143,897.01
Disability Access Fund - Bus. License	2,244.90	167.00	-	-	2,411.90
Park Development	389,337.25	2,251.17	-	-	391,588.42
CDBG	91,669.88	-	-	-	91,669.88
Air Quality Improvement Trust	121,148.06	-	1,588.49	-	119,559.57
Senior Nutrition Program	(5,313.22)	3,333.47	11,523.20	-	(13,502.95) (2)
Forfeiture Fund - State	37,709.29	-	-	-	37,709.29
Proposition 30/SB 109	70,555.38	-	-	-	70,555.38
SB 509 Public Safety	102,359.53	30,244.00	87,783.00	(4,100.00)	40,720.53
Forfeiture Fund-Federal/DOJ	114,625.39	-	-	4,600.00	119,225.39
Section 11489 Subfund	44,006.62	-	-	-	44,006.62
Fed Asset Forfeiture-Treasury	866.21	-	-	-	866.21
School District Grant Fund	64,000.00	-	64,000.00	-	-
State Supplemental Law Enforce	54,320.25	-	1,051.31	-	53,268.94
Local Law Enforcement Block Gr	122.09	-	-	-	122.09
PC 1202.5 Crime Prevention	5,062.64	22.21	-	-	5,084.85
Recycling Grant Fund	32,567.64	62.50	-	-	32,630.14
After School Program Fund	8,651.27	(450.00)	103,927.88	-	(95,726.61) (2)
California Nutrition Grant Fund	(15,790.40)	-	-	-	(15,790.40) (2)
FIRST 5 Fund	(92,705.36)	43,869.17	12,099.21	-	(60,935.42) (2)
Safety Dept. Grants	-	-	-	-	-
OSMD Immunization Grant	17,136.36	-	3,623.23	-	13,513.13
Mt Baldy United Way	11,500.25	-	-	-	11,500.25
Kaiser Permanente Grant	24,050.44	-	855.33	-	23,195.11
Resource Center Grant - OMSD	2,274.79	-	378.18	-	1,896.63
Title IIB Sr Support Services	5,623.00	-	-	-	5,623.00
Community Foundation Grant	(433.89)	-	-	-	(433.89) (2)
ASES Supplemental Grant	1,562.81	-	254.01	-	1,308.80
Hope Through Housing Grant	(2,120.69)	-	-	-	(2,120.69) (2)
E.M.S. - Paramedic Fund	(351,293.17)	4,931.68	20,040.45	-	(366,401.94) (4)
Economic Development	4,021,407.17	-	17,861.99	-	4,003,545.18
2005 Lease Revenue Bd Debt Svc	(143,315.25)	-	-	-	0.46 (3)
Sewer Operating Fund	519,175.97	246,100.08	420,936.27	-	344,339.78
Sewer Replacement Fund	1,388,343.66	-	-	-	1,388,343.66
Inland Empire Utility Agency	2,341,696.64	-	875.00	-	2,343,283.90
Sewer Expansion Fee Fund	42,771.49	1,587.26	-	-	42,930.00
Developer Impact Fees - Local	242,572.36	158.51	-	-	242,730.87
Developer Impact Fees - Regional	1,264,374.70	-	-	-	1,264,374.70
Burrtec Pavement Impact Fees	127,085.04	-	-	-	127,085.04
Utility Underground In-Lieu	46,883.20	-	-	-	46,883.20
General Plan Update Fee	11,960.68	199.83	-	-	12,160.51
Infrastructure Fund	111,444.15	-	163,312.15	260,342.93	208,474.93
Contingency Fund	3,385,783.34	-	-	-	3,385,783.34 (1)
Montclair Youth Sponsorship	105,039.84	-	-	-	105,039.84
Assigned General Fund Reserves	6,623,468.98	-	-	(230,842.93)	6,392,623.05 (1)
<b>TOTALS</b>	<b>\$ 19,001,411.23</b>	<b>\$ 2,850,888.85</b>	<b>\$ 3,475,852.01</b>	<b>\$ -</b>	<b>\$ 18,376,448.07</b>

Notes on negative cash balances:

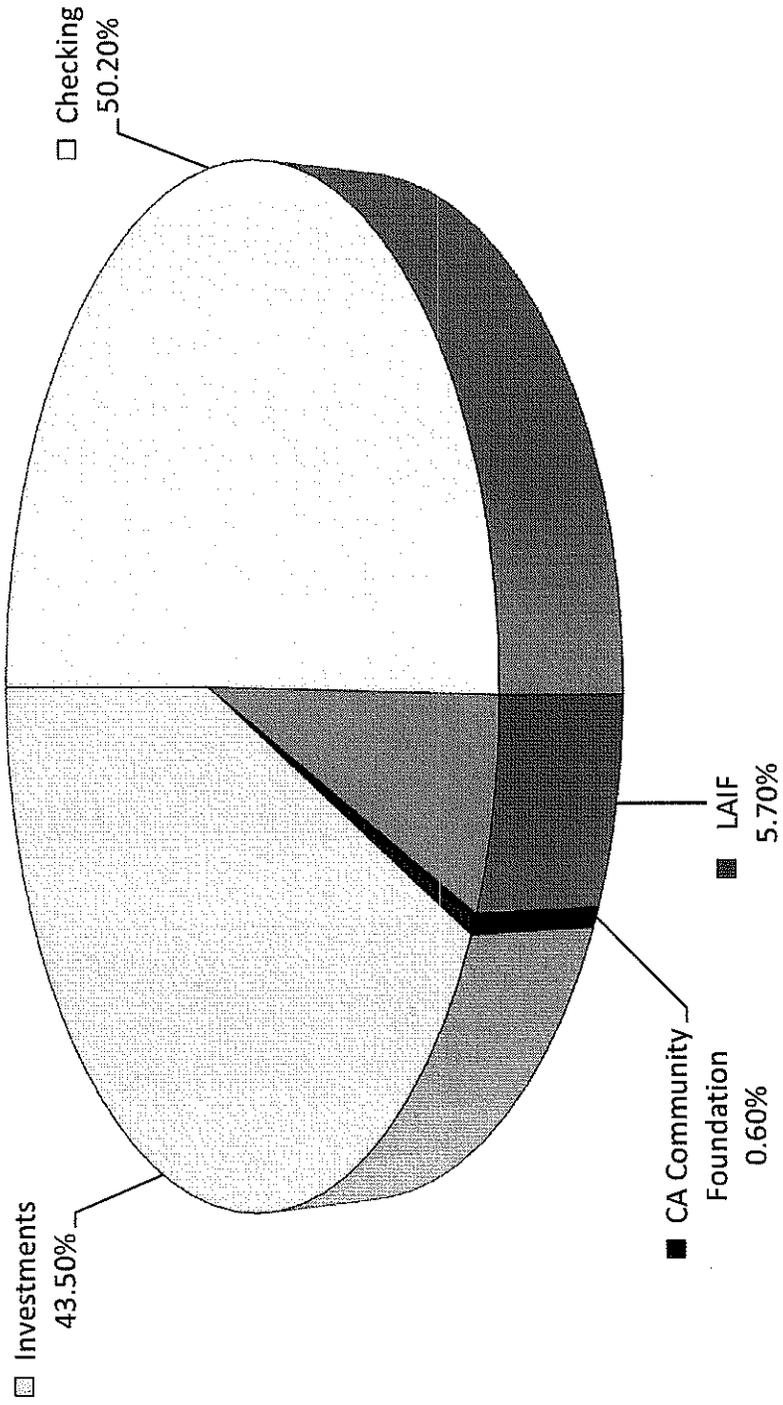
- (1) The General Operational Fund has a negative cash for the majority of the fiscal year awaiting property and sales tax collections. This is covered by the Contingency Fund and other General Fund Reserve Funds until those collections are received. The City is not utilizing restricted resources.
- (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 covered the necessary debt service. This excess will be transferred to the General Fund to reimburse it for prior year usages. Adjustment is pending to zero this fund.
- (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 AUGUST 31, 2014**

	Par Value	Purchase Date	Maturity Date	Coupon Interest Rate	Current Market Value	Balance at Cost	Totals
<b>CHECKING ACCOUNT</b>							
Checking Account							\$ 9,223,201.11
<b>CASH W/FISCAL AGENT, CD's, LAIF DEPOSITS, AND SHORT-TERM U.S. AGENCY SECURITIES</b>							
Local Agency Investment Fund (LAIF)				0.230%	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>		\$ 1,153,246.96
<b>U.S. AGENCY SECURITIES</b>							
FFCB	2,000,000	10/18/12	10/18/17	0.870%	1,996,160.00	2,000,000.00	
FHLB	2,000,000	11/13/12	11/13/17	0.875%	1,981,220.00	2,000,000.00	
FNMA	2,000,000	11/14/12	11/14/17	0.900%	1,981,760.00	2,000,000.00	
FNMA	2,000,000	11/15/12	11/15/17	1.000%	2,000,580.00	2,000,000.00	
					<u>\$ 7,959,720.00</u>		\$ 8,000,000.00
<b>TOTAL</b>							<u>\$ 18,376,448.07</u>

Current market values obtained from First Tennessee Bank.

**CITY OF MONTCLAIR**  
**CASH AND INVESTMENTS BY TYPE**  
August 31, 2014  
Total Cash & Investments \$18,386,448



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

**FOR THE MONTH ENDING**

**August 31, 2014**

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**CASH AND INVESTMENTS GRAPH**

CITY OF MONTCLAIR AS SUCCESSOR TO  
THE REDEVELOPMENT AGENCY  
STATEMENT OF CASH AND INVESTMENTS BY FUND  
August 31, 2014

**COMBINED OPERATING FUND**

Operating	<u>249,102.60</u>	\$ 249,102.60
<b>RORF</b>	0.00	
RORF Area I	0.00	
RORF Area III	0.00	
RORF Area IV	0.00	
RORF Area V	0.00	
RORF Area VI	<u>0.00</u>	\$ 0.00
<b>BOND PROCEED FUNDS</b>		
Tax Exempt Bond Proceeds	9,782,362.31	
Taxable Bond Proceeds	<u>4,439,231.07</u>	14,221,593.38

**TOTAL CASH & INVESTMENTS BY FUND** \$ 14,470,695.98

**CITY OF MONTCLAIR AS SUCCESSOR TO  
THE REDEVELOPMENT AGENCY  
STATEMENT OF CASH AND INVESTMENTS  
August 31, 2014**

	<u>Interest Rate</u>	<u>Market Value</u>	<u>Book Value</u>
<b>Checking Account</b>			
US Bank		298,865.91	298,865.91
<b>Investments</b>			
LAIF	0.25%	14,176,081.62	14,171,830.07
<b>TOTAL CASH &amp; INVESTMENTS</b>		<u><u>14,474,947.53</u></u>	<u><u>14,470,695.98</u></u>

**NOTE:**

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

The Successor Agency has sufficient funds available to meet expenditures during the six-month period ending February 28, 2015.

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



Michael Piotrowski  
Finance Supervisor

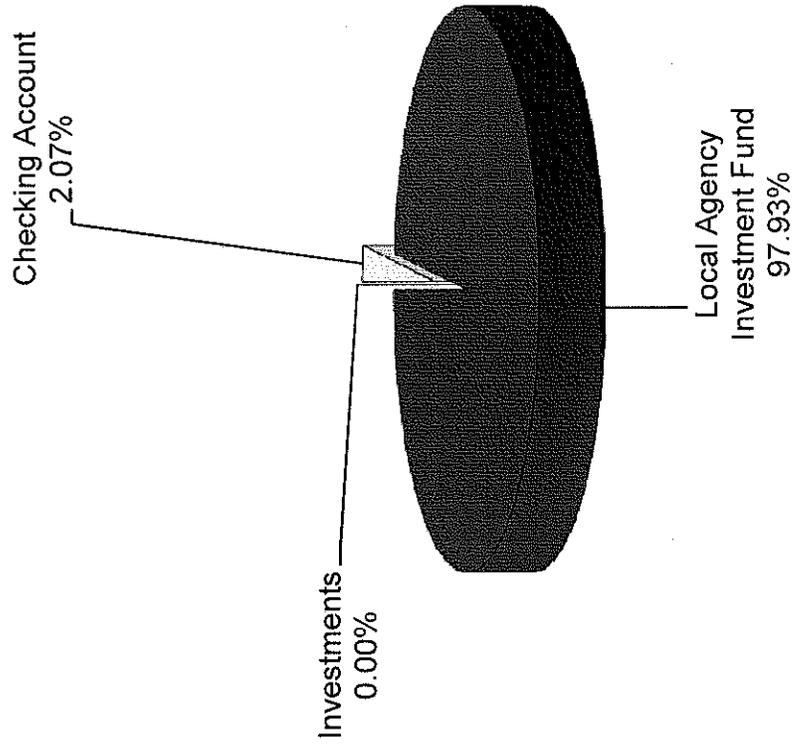
**CITY OF MONTCLAIR AS SUCCESSOR TO  
THE REDEVELOPMENT AGENCY  
WARRANT REGISTER**

**FOR THE MONTH ENDING**

**August 31, 2014**

**CITY OF MONTCLAIR AS SUCCESSOR TO THE REDEVELOPMENT AGENCY  
CASH AND INVESTMENTS GRAPH  
August 31, 2014**

**Total Cash & Investments - \$14,470,696**



City of Montclair  
 Final Warrant Register  
 Council Date 9/15/14  
 Regular Warrants  
 Checking Account: Successor to the RDA

	Warrants	Voided Checks	US Bank transfers - out	<b>Area Totals</b>
SRDA Combined Operating Fund	91,195.50	0.00	0.00	<b>91,195.50</b>
RORF (Redevelopment Obligation Retirement Funds)	0.00	0.00	0.00	<b>0.00</b>
Tax exempt bond proceeds	0.00	0.00	0.00	<b>0.00</b>
Taxable bond proceeds	0.00	0.00	0.00	<b>0.00</b>
	<u>91,195.50</u>	<u>0.00</u>	<u>0.00</u>	
				<b><u><u>91,195.50</u></u></b>
				<b>August 2014 Total</b>

Note:  
 US Bank transfers  
 None

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**Vice Chairman Ruh**

# Accounts Payable

## Voucher Approval Document

User: mpiotrowski  
Printed: 09/08/2014 - 11:31 AM



CITY OF MONTCLAIR  
FINAL WARRANT REGISTER  
COUNCIL DATE: 9.16.14  
REGULAR WARRANTS  
CHECKING ACCOUNT: SRDA

<b>Fund</b>	<b>Description</b>	<b>Amount</b>
2020	SRDA Combined Operating Fund	91,195.50
<b>Report Total:</b>		91,195.50

# Accounts Payable

## Voucher Register

User: mpiotrowski

Printed: 09/08/2014 - 11:31AM



Voucher	Vendor	Account Number	Description	Invoice No.	Inv. Date	PO Number	Pmt. Date	Amount	Check
8047	Bank005 The Bank of New York Mellon	2020-9900-68010-400-00000	2006A Redevelopment Bond		8/14/2014		8/14/2014	91,195.50	8,047
Grand Total:								91,195.50	

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

**FOR THE MONTH ENDING**

**August 31, 2014**

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Schedule 1

CITY OF MONTCLAIR  
HOUSING CORPORATION  
STATEMENT OF CASH AND INVESTMENTS  
August 31, 2014

	<u>Interest Rate</u>	<u>Market Value</u>	<u>Book Value</u>
<b>Checking Account</b>			
US Bank			436,712.25
<b>Investments</b>			
LAIF	0.25%	1,582,747.57	<u>1,582,274.87</u>
<b>TOTAL CASH &amp; INVESTMENTS</b>			<u><u>2,018,987.12</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 February 28, 2015.

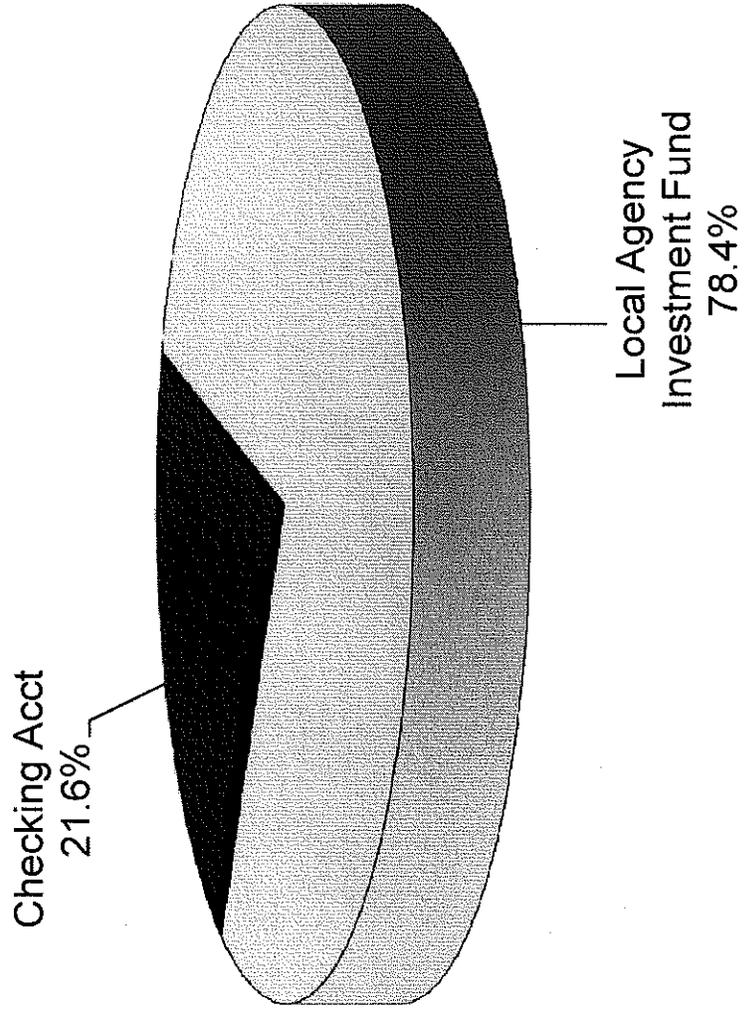
During August 2014, the Corporation was in compliance with the internal control procedures set forth in its Investment Policy.



Michael Piotrowski  
Finance Supervisor

**CITY OF MONTCLAIR  
HOUSING CORPORATION  
CASH AND INVESTMENTS GRAPH  
August 31, 2014**

**Total Cash & Investments - \$2,018,987**



**CITY OF MONTCLAIR  
HOUSING CORPORATION  
WARRANT REGISTER**

**FOR THE MONTH ENDING**

**August 31, 2014**

City of Montclair  
Final Warrant Register  
Council Date 9/15/14  
Regular Warrants  
Checking Account: MHC

<u>Warrants</u>	<u>ACH Transfers</u>	<u>Voided Checks</u>	<u>US Bank transfers</u>	<u>Totals</u>
40,303.92	0.00	0.00	0.00	<b>40,303.92</b>

**August 2014 Total**

**40,303.92**

US Bank transfers:

---

**Vice Chairman Ruh**

# Accounts Payable

## Voucher Approval Document

User: mpiotrowski  
Printed: 09/08/2014 - 11:28AM



CITY OF MONTCLAIR  
FINAL WARRANT REGISTER  
COUNCIL DATE: 9-16-14  
REGULAR WARRANTS  
CHECKING ACCOUNT: MHC

<b>Fund</b>	<b>Description</b>	<b>Amount</b>
3001	General Fund	40,303.92
<b>Report Total:</b>		40,303.92

# Accounts Payable

## Voucher Register

User: mpiotrowski  
 Printed: 09/08/2014 - 11:28AM



Voucher	Vendor	Account Number	Description	Invoice No.	Inv. Date	PO Number	Pmt. Date	Amount	Check
4246	Buch002	3001-4330-56170-400-00000	4791 Canoga #4 - tub, repairs, remodel	080414-A	8/4/2014		8/14/2014	2,387.10	4,246
	Buchbinder Maintenance, Inc.								
4247	Grec003	3001-4330-56170-400-00000	4811 Canoga - Unit B 3 wall panels	4811 unit B	7/5/2014		8/14/2014	1,450.00	4,247
	Grecian Marble-Onyx								
4248	KurWo001	3001-4330-56170-400-00000	Amherst(all) & 4275 Kingsley - light fi	2555	7/29/2014		8/14/2014	6,186.58	4,248
	Kurt L. Wochholz								
4249	land012	3001-4330-56100-400-00000	MHC all properties	July 2014	8/3/2014		8/14/2014	3,795.00	4,249
	Landscape Maintenance Unlimited								
4250	Mont074	3001-4330-56100-400-00000	10215 Central 060314-080414	05512008 0814	8/4/2014		8/14/2014	367.44	4,250
	Monte Vista Water District								
4250	Mont074	3001-4330-56100-400-00000	10235 Central 060314-080414	05511605 0814	8/4/2014		8/14/2014	386.74	4,250
	Monte Vista Water District								
4250	Mont074	3001-4330-56100-400-00000	10291 Greenwood 060314-080414	06201005 0814	8/5/2014		8/14/2014	325.44	4,250
	Monte Vista Water District								
4251	TKRP001	3001-4330-56170-400-00000	4791 Canoga #4- bathroom demo	6095	7/21/2014		8/14/2014	1,995.00	4,251
	T.K.R. Plumbing								
4252	Buch002	3001-4330-56170-400-00000	10291 Greenwood-garage door	082614-A	8/26/2014		8/28/2014	434.36	4,252
	Buchbinder Maintenance, Inc.								
4253	Enri002	3001-4330-56170-400-00000	9963 Central-fence	9963Central	8/21/2014		8/28/2014	1,909.00	4,253
	E Alcantara Construction								
4254	Grec003	3001-4330-56170-400-00000	4791 Canoga-3 wall panels	4791Canoga	8/1/2014		8/28/2014	1,450.00	4,254
	Grecian Marble-Onyx								
4255	Hele001	3001-4330-56100-400-00000	Canoga-Sept 2014	Sept2014	8/20/2014		8/28/2014	243.35	4,255
	Helena Gardens Owners Association								
4255	Hele001	3001-4330-56100-400-00000	4791 Canoga-Sept 2014	Sept2014	8/20/2014		8/28/2014	109.95	4,255
	Helena Gardens Owners Association								
4256	mont002	3001-4330-56100-400-00000	4811 Canoga 060114-073114	010830 0814	8/7/2014		8/28/2014	671.24	4,256
	City of Montclair								
4256	mont002	3001-4330-56100-400-00000	4811 Canoga 060114-073114	010831 0814	8/7/2014		8/28/2014	756.08	4,256
	City of Montclair								

Voucher	Vendor	Account Number	Description	Invoice No.	Inv. Date	PO Number	Pmt. Date	Amount	Check
4256	mont002 City of Montclair	3001-4330-56100-400-00000	10380 Pradera 060114-073114	010822 0814	8/7/2014		8/28/2014	432.04	4,256
4256	mont002 City of Montclair	3001-4330-56100-400-00000	10390 Pradera 060114-073114	010824 0814	8/7/2014		8/28/2014	432.04	4,256
4256	mont002 City of Montclair	3001-4330-56100-400-00000	4820 Canoga 060114-073114	010828 0814	8/7/2014		8/28/2014	756.08	4,256
4256	mont002 City of Montclair	3001-4330-56100-400-00000	4820 Canoga 060114-073114	010829 0814	8/7/2014		8/28/2014	671.24	4,256
4256	mont002 City of Montclair	3001-4330-56100-400-00000	10333 Pradera 060114-073114	047446 0814	8/7/2014		8/28/2014	432.04	4,256
4256	mont002 City of Montclair	3001-4330-56100-400-00000	4275 Kingsley 060114-073114	010825 0814	8/7/2014		8/28/2014	432.04	4,256
4256	mont002 City of Montclair	3001-4330-56100-400-00000	10215 Central 060114-073114	013293 0814	8/7/2014		8/28/2014	95.90	4,256
4256	mont002 City of Montclair	3001-4330-56100-400-00000	10313 Amherst 060114-073114	012601 0814	8/7/2014		8/28/2014	432.04	4,256
4256	mont002 City of Montclair	3001-4330-56100-400-00000	10330 Amherst 060114-073114	013961 0814	8/7/2014		8/28/2014	432.04	4,256
4256	mont002 City of Montclair	3001-4330-56100-400-00000	10333 Amherst 060114-073114	010827 0814	8/7/2014		8/28/2014	432.04	4,256
4256	mont002 City of Montclair	3001-4330-56100-400-00000	10380 Amherst 060114-073114	013584 0814	8/7/2014		8/28/2014	432.04	4,256
4256	mont002 City of Montclair	3001-4330-56100-400-00000	10383 Amherst 060114-073114	012600 0814	8/7/2014		8/28/2014	432.04	4,256
4256	mont002 City of Montclair	3001-4330-56100-400-00000	10390 Amherst 060114-073114	017175 0814	8/7/2014		8/28/2014	432.04	4,256
4256	mont002 City of Montclair	3001-4330-56100-400-00000	10410 Amherst 060114-073114	015871 0814	8/7/2014		8/28/2014	432.04	4,256
4256	mont002 City of Montclair	3001-4330-56100-400-00000	10291 Greenwood 060114-073114	013555 0814	8/7/2014		8/28/2014	95.90	4,256
4256	mont002 City of Montclair	3001-4330-56100-400-00000	4791 Canoga 060114-073114	013386 0814	8/7/2014		8/28/2014	432.04	4,256
4257	Mont043 Montclair Meadows Owners Assoc	3001-4330-56100-400-00000	10380 & 10390 Pradera-Sept 2014	Sept2014	8/20/2014		8/28/2014	100.00	4,257
4257	Mont043 Montclair Meadows Owners Assoc	3001-4330-56100-400-00000	10333 Pradera-Sept 2014	Sept2014	8/20/2014		8/28/2014	50.00	4,257
4258	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	4811 Canoga 060514-080714	07002002 0814	8/7/2014		8/28/2014	166.06	4,258

Voucher	Vendor	Account Number	Description	Invoice No.	Inv. Date	PO Number	Pmt. Date	Amount	Check
4258	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	10333 Pradera 060514-080714	06705404 0814	8/7/2014		8/28/2014	213.44	4,258
4258	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	10410 Amherst 060514-080714	06711505 0814	8/7/2014		8/28/2014	353.42	4,258
4258	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	10390 Amherst 060514-080714	06708805 0814	8/7/2014		8/28/2014	237.13	4,258
4258	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	10383 Amherst 060514-080714	06713506 0814	8/7/2014		8/28/2014	228.52	4,258
4258	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	4791 Canoga 060514-080714	06912003 0814	8/7/2014		8/28/2014	331.89	4,258
4258	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	10380 Amherst 060514-080714	06708703 0814	8/7/2014		8/28/2014	329.74	4,258
4258	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	10333 Amherst 060514-080714	06714001 0814	8/7/2014		8/28/2014	319.46	4,258
4258	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	10330 Amherst 060514-080714	06708202 0814	8/7/2014		8/28/2014	232.83	4,258
4258	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	10323 Amherst 060514-080714	06714105 0814	8/7/2014		8/28/2014	256.52	4,258
4258	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	10313 Amherst 060514-080714	06714206 0814	8/7/2014		8/28/2014	407.27	4,258
4258	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	4275 Kingsley 060514-080714	06708102 0814	8/7/2014		8/28/2014	260.82	4,258
4258	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	10390 Pradera 060514-080714	06704505 0814	8/7/2014		8/28/2014	390.03	4,258
4258	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	10380 Pradera 060514-080714	06704405 0814	8/7/2014		8/28/2014	94.99	4,258
4258	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	4820 Canoga 060514-080714	07001802 0814	8/7/2014		8/28/2014	194.06	4,258
4258	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	4820 Canoga 060514-080714	07001602 0814	8/7/2014		8/28/2014	275.90	4,258
4258	Mont074 Monte Vista Water District	3001-4330-56100-400-00000	4811 Canoga 060514-080714	07002202 0814	8/7/2014		8/28/2014	603.25	4,258
4259	Sout018 Southern California Edison Co	3001-4330-56100-400-00000	5444 Palo Verde 071514-081314	2337387070 814	8/14/2014		8/28/2014	4.23	4,259
4259	Sout018 Southern California Edison Co	3001-4330-56100-400-00000	10330 & 10380 Amherst 071414-08121	2315959668 814	8/14/2014		8/28/2014	79.00	4,259
4259	Sout018 Southern California Edison Co	3001-4330-56100-400-00000	10410 Amherst 071114-081114	2315792325 814	8/12/2014		8/28/2014	46.39	4,259

Voucher	Vendor	Account Number	Description	Invoice No.	Inv. Date	PO Number	Pmt. Date	Amount	Check
4259	Sout018 Southern California Edison Co	3001-4330-56100-400-00000	4811 Canoga Gate 071414-081214	2024259988 814	8/13/2014		8/28/2014	24.77	4,259
4259	Sout018 Southern California Edison Co	3001-4330-56100-400-00000	4811 Canoga 071414-081214	2038188173 814	8/13/2014		8/28/2014	306.11	4,259
4259	Sout018 Southern California Edison Co	3001-4330-56100-400-00000	4820 Canoga 071414-081214	2038187969 814	8/13/2014		8/28/2014	260.75	4,259
4259	Sout018 Southern California Edison Co	3001-4330-56100-400-00000	10380 Pradera 071114-081114	2185722790 814	8/12/2014		8/28/2014	36.73	4,259
4259	Sout018 Southern California Edison Co	3001-4330-56100-400-00000	10390 Pradera 071114-081114	2185722824 814	8/12/2014		8/28/2014	53.42	4,259
4260	Sout021 Southern California Gas Co	3001-4330-56100-400-00000	4811 Canoga 071414-081214	15782395006 814	8/14/2014		8/28/2014	252.45	4,260
4260	Sout021 Southern California Gas Co	3001-4330-56100-400-00000	4820 Canoga 071414-081214	18932395009 814	8/14/2014		8/28/2014	149.36	4,260
4260	Sout021 Southern California Gas Co	3001-4330-56100-400-00000	10390 Amherst 071414-081214	19572389484 814	8/18/2014		8/28/2014	24.50	4,260
4261	TKRP001 T.K.R. Plumbing	3001-4330-56170-400-00000	5444 Palo Verde-repairs	6118	4/1/2014		8/28/2014	4,750.00	4,261
Grand Total:								40,303.92	

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

**FOR THE MONTH ENDING**

**August 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  
August 31, 2014

	<u>Interest Rate</u>	<u>Amount</u>
<b>Checking Account</b>		
US Bank		262,515.25
<b>Investments</b>		
LAIF	\$	0.00
<b>TOTAL CASH &amp; INVESTMENTS</b>	<b>\$</b>	<b><u>262,515.25</u></b>

**NOTE:**

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

The Authority has sufficient funds available to meet expenditures during the six-month period ending February 28, 2015.

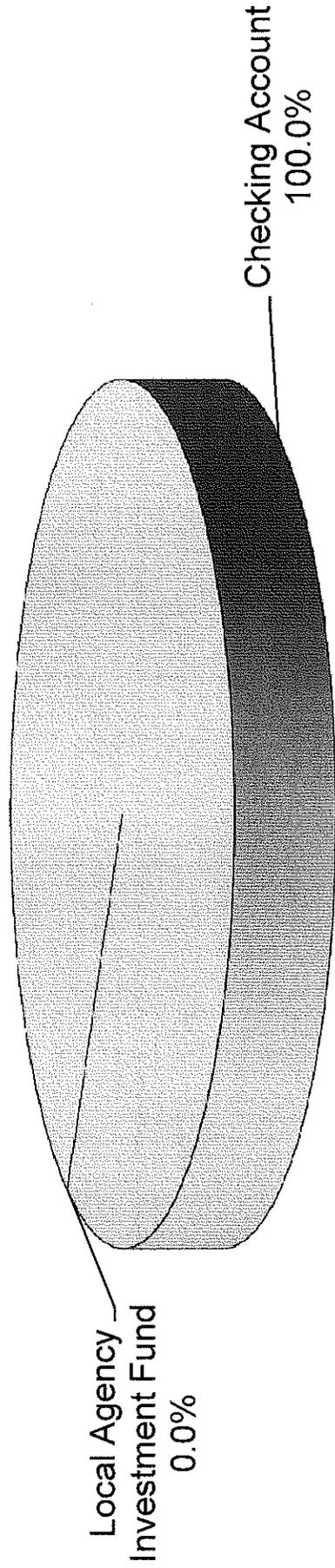
During August 2014, the Authority was in compliance with the internal control procedures set forth in its Investment Policy.



Michael Piotrowski  
Finance Supervisor

**CITY OF MONTCLAIR  
HOUSING AUTHORITY  
CASH AND INVESTMENTS GRAPH  
August 31, 2014**

**Total Cash & Investments - \$262,515**



**CITY OF MONTCLAIR  
HOUSING AUTHORITY  
WARRANT REGISTER**

**FOR THE MONTH ENDING**

**August 31, 2014**

City of Montclair  
Final Warrant Register  
Council Date 9/15/14  
Regular Warrants  
Checking Account: MHA

<u>Warrants</u>	<u>Voided Checks</u>	<u>US Bank transfers - out.</u>	<u>Totals</u>
23,487.53	0.00	0.00	<b>23,487.53</b>

**August 2014 Total**

**23,487.53**

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**Vice Chairman Ruh**

# Accounts Payable

## Voucher Approval Document

User: mpiotrowski  
Printed: 09/08/2014 - 1:53PM



CITY OF MONTCLAIR  
FINAL WARRANT REGISTER  
COUNCIL DATE: 9.16.14  
REGULAR WARRANTS  
CHECKING ACCOUNT: MHA

<b>Fund</b>	<b>Description</b>	<b>Amount</b>
4001	Low/Moderate Income Hsg Asset	23,487.53
<b>Report Total:</b>		23,487.53

# Accounts Payable

## Voucher Register

User: mpiotrowski  
 Printed: 09/08/2014 - 1:52PM



Voucher	Vendor	Account Number	Description	Invoice No.	Inv. Date	PO Number	Pmt. Date	Amount	Check
1007	sbcx001 SBC Tax Collector	4001-4350-52610-400-00000	4275 Kingsley APN 1009-514-09	130937801	8/26/2014		8/28/2014	3,970.70	1,007
1007	sbcx001 SBC Tax Collector	4001-4350-52610-400-00000	4275 Kingsley APN 1009-514-09	130937800	8/26/2014		8/28/2014	3,648.66	1,007
1007	sbcx001 SBC Tax Collector	4001-4350-52610-400-00000	10330 Amherst APN 1009-514-10	130937802	8/26/2014		8/28/2014	3,970.60	1,007
1007	sbcx001 SBC Tax Collector	4001-4350-52610-400-00000	10330 Amherst APN 1009-514-10	140840648	8/26/2014		8/28/2014	3,949.01	1,007
1007	sbcx001 SBC Tax Collector	4001-4350-52610-400-00000	10330 Amherst APN 1009-514-10	130937803	8/26/2014		8/28/2014	4,319.74	1,007
1007	sbcx001 SBC Tax Collector	4001-4350-52610-400-00000	4275 Kingsley APN 1009-514-09	140840647	8/26/2014		8/28/2014	3,628.82	1,007
								Grand Total:	23,487.53