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

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

September 21, 2015

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/MCF meetings are now available in audio format on the City's website at www.cityofmontclair.org 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, Montclair Housing Authority Commissioners, and Montclair Community Foundation Board of Directors

II. INVOCATION

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

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. PRESENTATIONS – None

VI. PUBLIC COMMENT

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

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

VII. PUBLIC HEARINGS

A. Consider Adoption of Resolution No. 15-3094 Approving an Amendment to the General Plan Land Use Map for 1.07 Acres at 10998 Central Avenue, Modifying the Land Use Designation from "General Commercial" to "Medium-Density Residential (8-14 Dwelling Units/Acre)" [CC]

(Continued on next page)

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Consider Adoption of Resolution No. 15-3095 Approving an Amendment to the City's Official Zoning Map for 1.07 Acres at 10998 Central Avenue, Modifying the Zoning Designation from "R-1(20)" (Single-Family Residential, Minimum 20,000 Square-Foot Lot Area) to "R-3" (Medium-High Density Residential) [CC]

Consider Approval of Tentative Tract Map No. 19971 for a Single-Lot Subdivision for a 13-Unit Residential Condominium Development at 10998 Central Avenue [CC] 6

VIII. CONSENT CALENDAR

A. Approval of Minutes

1. Minutes of the Regular Joint Council/Successor Agency Board/MHC Board/MHA Commission/MCF Board Meeting of September 8, 2015 [CC/SA/MHC/MHA/MCF]

B. Administrative Reports

1. Consider Receiving and Filing of Treasurer's Report [CC] 34
2. Consider Approval of Warrant Register and Payroll Documentation [CC] 35
3. Consider Receiving and Filing of Treasurer's Report [SA] 36
4. Consider Approval of Warrant Register [SA] 37
5. Consider Receiving and Filing of Treasurer's Report [MHC] 38
6. Consider Approval of Warrant Register [MHC] 39
7. Consider Receiving and Filing of Treasurer's Report [MHA] 40
8. Consider Approval of Warrant Register [MHA] 41
9. Consider Authorization to Advertise for Bid Proposals for the Human Services and Recreation Building Remodel Project Phase 2 [CC] 42
10. Consider Montclair Housing Authority Commissioners' Approval of a Transfer of Monies to the Montclair Housing Corporation for Operation and Maintenance of Housing Properties [MHA] 43

C. Agreements

1. Consider Approval of Agreement No. 15-87 with Aegis-ITS, Inc., for Traffic Signal Maintenance Services [CC] 44

D. Resolutions

1. Consider Adoption of Resolution No. 15-3097 Consenting to the Inclusion of Properties Within the City of Montclair's Incorporated Area in the California Home Finance Authority (CHF) Community Facilities District No. 2014-1 to Finance Renew-able Energy Generation, Energy and Water Efficiency Improve-ments, Electric Vehicle Charging Infrastructure Improvements, and Approving Associate Membership in CHF [CC]

(Continued on next page)

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Consider Adoption of Resolution No. 15-3098 Consenting to the Inclusion of Properties Within the City of Montclair's Incorporated Area in the California Home Finance Authority (CHF) Property Assessed Clean Energy (PACE) Program to Finance Renewable Energy Generation, Energy and Water Efficiency Improvements, Electric Vehicle Charging Infrastructure, and Approving Associate Membership in CHF [CC] 60

2. Consider Adoption of Resolution No. 15-3099 Consenting to the Inclusion of Properties Within the City of Montclair's Incorporated Area in the California Statewide Communities Development Authority (CSCDA) to Finance Renewable Energy Generation, Energy and Water Efficiency Improvements, and Electric Vehicle Charging Infrastructure Improvements [CC] 96

3. Consider Successor Agency Board of Directors' Adoption of Resolution No. 15-04 Adopting a Recognized Obligation Payment Schedule for January 1, 2016, through June 30, 2016; Adopting an Administrative Budget for January 1, 2016, through June 30, 2016; and Authorizing Certain Other Actions Pursuant to Section 34177 of Part 1.85 of the Health And Safety Code [SA] 102

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE

A. Response to Public Comment at the September 8, 2015, Regular Meeting of the City Council Regarding Parking Issues at the Paseos at Montclair North [CC] 114

XI. COMMUNICATIONS

A. City Department Reports

1. Economic Development Department

a. International Conference of Shopping Centers 2015

b. Drought Tolerant Landscaping at MHA Properties

2. Police Department

a. Montclair Police Officers Association Breast Cancer Awareness Fundraiser

3. Fire Department

a. Report of Statewide Wild Fires

b. California Office of Emergency Services Preseason Flood Coordination Meeting

4. Finance Department - No Report

5. Public Works Department

a. Capital Projects Update

6. Community Development Department

   a. Development Projects Update

7. Human Services Department

   a. October Human Services Activities

   b. Community Action Committee Update

8. City Clerk's Office

   a. Recall Petition Process Update

B. City Attorney

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

   Montclair v. Beltran

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

   Camou v. Montclair

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

   Ament v. Montclair

4. Closed Session Pursuant to Government Code Section 54957.6 Regarding Conference with Designated Labor Negotiator Edward C. Starr

Agency:	City of Montclair
Employee Organizations:	Management Montclair City Confidential Employees Association Montclair Fire Fighters Association Montclair Police Officers Association San Bernardino Public Employees – Teamsters Local 1932

5. Closed Session Pursuant to Government Code Section 54956.8 Regarding Real Property Negotiations

Property:	4304 Kingsley Street and 4324 Kingsley Street (APN 1009-391-21 and APN 1009-391-22)
Agency Negotiator:	Marilyn Staats Deputy City Manager
Negotiating Parties:	City of Montclair and Cynthia L. Cox
Under Negotiations:	Recommendations Regarding Purchase Price

Page No

C. City Manager/Executive Director

D. Mayor/Chairman

E. Council/SA Board/MHC Board/MHA Commissioners/MCF Board

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

1. Minutes of the Personnel Committee Meeting of September 8, 2015 116

XII. COUNCIL WORKSHOP

A. David Turch & Associates, Federal Legislative Advocate Presentation

(The City Council may consider continuing this item to an adjourned meeting on Monday, October 5, 2015, at 5:45 p.m. in the City Council Chambers.)

XIII. ADJOURNMENT OF SUCCESSOR AGENCY BOARD OF DIRECTORS, MONTCLAIR HOUSING CORPORATION BOARD OF DIRECTORS, MONTCLAIR HOUSING AUTHORITY COMMISSIONERS, AND MONTCLAIR COMMUNITY FOUNDATION BOARD OF DIRECTORS

(At this time, the City Council will meet in Closed Session regarding pending litigation and labor negotiations.)

XIV. CLOSED SESSION ANNOUNCEMENTS

XV. ADJOURNMENT OF CITY COUNCIL

The next regularly scheduled City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation meetings will be held on Tuesday, October 5, 2015, 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, Montclair Housing Authority Commission, and Montclair Community Foundation Board 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 City Clerk's Office 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, Andrea M. Phillips, 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 17, 2015.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 15-3094 APPROVING AN AMENDMENT TO THE GENERAL PLAN LAND USE MAP FOR 1.07 ACRES AT 10998 CENTRAL AVENUE, MODIFYING THE LAND USE DESIGNATION FROM "GENERAL COMMERCIAL" TO "MEDIUM-DENSITY RESIDENTIAL (8-14 DWELLING UNITS/ACRE)"

CONSIDER ADOPTION OF RESOLUTION NO. 15-3095 APPROVING AN AMENDMENT TO THE CITY'S OFFICIAL ZONING MAP FOR 1.07 ACRES AT 10998 CENTRAL AVENUE, MODIFYING THE ZONING DESIGNATION FROM "R-1(20)" (SINGLE-FAMILY RESIDENTIAL, MINIMUM 20,000 SQUARE-FOOT LOT AREA) TO "R-3" (MEDIUM-HIGH DENSITY RESIDENTIAL)

CONSIDER APPROVAL OF TENTATIVE TRACT MAP NO. 19971 FOR A SINGLE-LOT SUBDIVISION FOR A 13-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT AT 10998 CENTRAL AVENUE

DATE: September 21, 2015

SECTION: PUBLIC HEARINGS

ITEM NO.: A

FILE I.D.: GPL100/LDU750/LDU600

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: Amendments to the City's adopted General Plan Land Use Map, Official Zoning Map, and approval of tentative tract maps require public hearing review and approval by the City Council.

Copies of proposed Resolution Nos. 15-3094 and 15-3095 and Tentative Tract Map No. 19971 are attached for the City Council's review and consideration.

BACKGROUND: The proposed amendments to the General Plan Land Use Map and Official Zoning Map and the tentative tract map, which have been recommended by the Planning Commission, were initiated by Montclair Holdings, LLC, on behalf of Crestwood Communities in connection with its desire to construct a 13-unit residential condominium development on 1.07 acres at 10998 Central Avenue. The applicant intends to construct the project pursuant to the City's R-3 development standards as set forth in Chapter 11.22 of the Montclair Municipal Code. The components of the project are as follows:

General Plan Amendment. The applicant is requesting the General Plan designation for the subject 1.07 acres be changed from "General Commercial" to "Medium-Density Residential" (8-14 dwelling units per acre).

Prepared by:	Steve Rustro	Fiscal Impact Finance Review:	Donald L. Parker
Proofed by:	Lana Ennis	Reviewed and Approved By:	Steve Rustro

Zoning Map Amendment. The applicant is also requesting an amendment to the City's Official Zoning Map for the same acreage from the current "R-1(20)" (Single-Family Residential, Minimum 20,000 Square-Foot Lot Area) designation to "R-3" (Medium-High Density Residential).

Tentative Tract Map. To facilitate development of the property, the applicant is requesting approval of Tentative Tract Map No. 19971, which would create a single lot for residential condominium purposes, along with associated common areas for driveways, parking areas, landscaped areas, walkways, and recreation facilities that would include barbecues and a tot lot.

Precise Plan of Design. At its meeting on August 24, 2015, the Planning Commission certified the environmental assessment and adopted a Mitigated Negative Declaration for the requested entitlements, and approved the associated Precise Plan of Design, including the site plan, floor plans, conceptual colors and materials, and conceptual landscape plan for the development.

History. The subject property was annexed into the City of Montclair in April 1981 as part of Annexation No. 14. Based on historical aerial photography, the property was used for agricultural purposes until at least the mid-1950s and a single-family home was located along the site's southerly boundary until its demolition in 1987. The area immediately to the west of the subject site is zoned "R-3" and is developed with condominiums and townhomes constructed in the mid-1980s.

Analysis. When the developer first approached staff about the project several months ago, it was suggested to the applicant to pursue acquiring the vacant, 2.24-acre parcel immediately south of the subject property to combine it with the 1.07 acres under contract in order to develop a larger residential project. The developer indicated it was desirous of that; however, their staff and real estate broker had been unsuccessful in locating and contacting a representative of the entity that owns the land to the south. Staff used its resources as well to try and locate a property contact, but was also unsuccessful.

In July 2015, the developer successfully located the owner of the property to ascertain his interest in selling. The developer offered the owner $1.56 million for the property. The owner responded that he had paid $2.3 million for the property in 2006 and, therefore, would be willing to sell for between $2.4 and $2.6 million, which translates into over $1 million per acre. The property is currently assessed at $1.372 million. Accordingly, the developer decided not to pursue acquisition of the adjacent property.
Staff supports the requested change in the land use designation of the site for a number of reasons. While the property is nearly 300 feet in depth, it is only 159 feet in width, making it difficult to accommodate most types of commercial development; the mid-block location makes the property less attractive to commercial credit tenants than would be a location at a major, signalized intersection; and multi-family development currently exists immediately adjacent to the westerly boundary of the property. Accordingly, staff supports the applicant's requests to amend the General Plan Land Use Map and the City's Official Zoning Map to accommodate the proposed development. At 12.15 units per acre, the project is consistent with the General Plan's "Medium-Density Residential" designation, which calls for 8 to 14 dwelling units per acre. Similarly, the proposed density complies with Chapter 11.22 of the Montclair Municipal Code, which allows for a density up to 20 units per acre on parcels of five acres or less.

Staff also supports the applicant's request for the Tentative Tract Map to accommodate the residential condominium development. Unlike "first generation" condominiums characterized by multiple dwelling units sharing common walls within a single building, the proposed project is designed more akin to a traditional zero-lot line development where each dwelling unit is detached from the neighboring unit. While a homeowners association would be established for the purpose of maintaining the community's common area landscaping, driveways, parking areas, and community facilities, each property owner would be responsible for maintaining the exterior of their respective residences, including paint and roofs, in compliance with the community's Covenants, Conditions, and Restrictions (CC&Rs).

Because of the configuration and location of the property, site planning options for the property were limited. However, the project has gone through multiple iterations in order to satisfy the requirements of various City departments. Because of its location along a major arterial roadway, staff supports the applicant's proposal to gate guard the community in order to limit access to residents and guests. Gate access for emergency responders would be required to be provided to the satisfaction of the Police and Fire Departments.

Limited Size of Homeowners Association (HOA). Staff has expressed some concern about whether a homeowners association consisting of only 13 residences can adequately fund regular maintenance and upkeep of common area facilities along with providing for adequate reserves for periodic repair or replacement of community improvements. Part of staff's concerns in this area stem from negative experiences with small-scale HOAs in Montclair established in the 1980s that have proven to be underfunded with respect to having adequate reserves to pay for capital expenditures and long-term maintenance items, such as exterior painting and roof replacement.

The State of California Department of Real Estate (DRE) requires developers to adopt a homeowners association budget in compliance with the California Civil Code. The DRE's requirements are far stricter now than they were even 20 years ago. Developers are required to submit line-item budgets that meet minimum requirements as set forth by the DRE. An example of such a budget prepared by the developer for an 11-unit detached condominium project built in Ontario three years ago is attached to this agenda report (Exhibit "A").

The Planning Commission conducted a public hearing on the requests at its regular meeting on August 24, 2015. No members of the public spoke in opposition to the proposals during the public hearing.

FISCAL IMPACT: There would be no fiscal impact to the City's General Fund as a result of adoption of Resolution Nos. 15-3094 and 15-3095 and approval of Tentative Tract Map No. 19971.

RECOMMENDATION: The Planning Commission and staff recommend the City Council consider taking the following actions:

1. Adopt Resolution No. 15-3094 approving an amendment to the General Plan Land Use Map for 1.07 acres at 10998 Central Avenue, modifying the land use designation from "General Commercial" to "Medium-Density Residential (8-14 dwelling units/acre)."

2. Adopt Resolution No. 15-3095 approving an amendment to the City's Official Zoning Map for 1.07 acres at 10998 Central Avenue, modifying the zoning designation from "R-1(20)" (Single-Family Residential, Minimum 20,000 Square-Foot Lot Area) to "R-3" (Medium-High Density Residential).

3. Approve Tentative Tract Map No. 19971 for a single-lot subdivision for a 13-unit residential condominium development at 10998 Central Avenue.

Attachment - DRE Budget Worksheet for Tract No. 18601 (Rivercrest, Ontario)

APRIL 2015
APN 1011-334-03

TENTATIVE TRACT MAP
TENTATIVE TRACT NO.19971

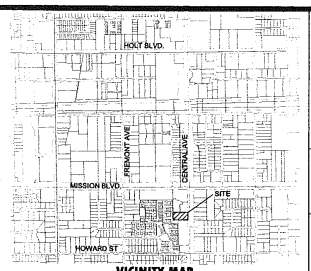
1 LOT
1.0658 AC(GROSS & NET)

13 UNITS FOR RESIDENTIAL CONDOMINIUM PURPOSES
IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA

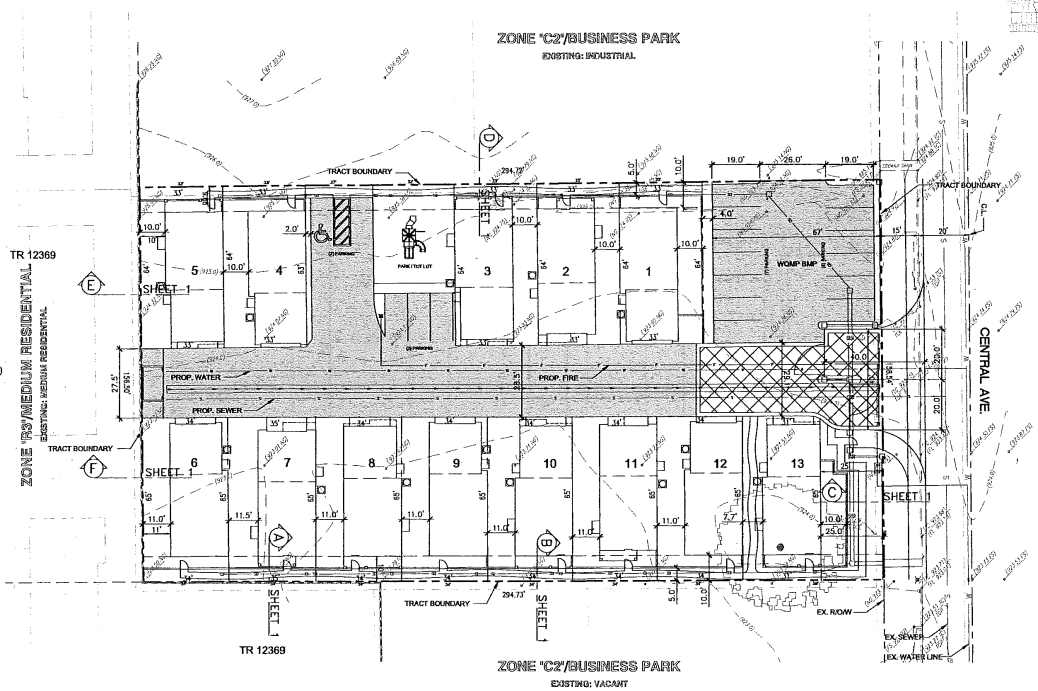
BEING A PORTION OF LOT 4, BLOCK 21, MONTE VISTA TRACT NO. 2, AS PER MAP RECORDED
IN BOOK 16, PAGE 33 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN BERNARDINO.

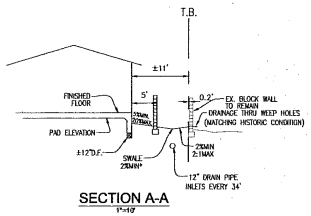
NOTES

1. FIELD TOPOGRAPHY AND BOUNDARY SURVEY CONDUCTED BY KELSOE AND ASSOCIATES, INC. BOUNDARY INFORMATION IS BASED ON FOUND MONUMENTS AND PER RECORD DOCUMENTS.
2. THIS MAP IS FOR RESIDENTIAL CONDOMINIUM PURPOSES. 13 UNITS ARE PROPOSED. UNIT OWNERSHIP AND A HOMEOWNERS ASSOCIATION WILL BE ESTABLISHED FOLLOWING STATE DEPARTMENT OF REAL ESTATE CODE.
3. CURRENT ZONING: C2 RESTRICTED COMMERCIAL
4. PROPOSED ZONING: R3 RESIDENTIAL
5. CURRENT GENERAL PLAN DESIGNATION: GENERAL COMMERCIAL
6. PROPOSED GENERAL PLAN DESIGNATION: MEDIUM RESIDENTIAL

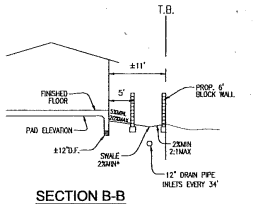


VICINITY MAP
N.T.S.

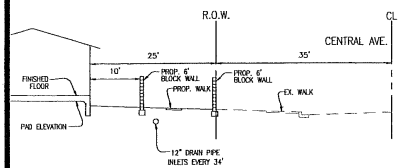




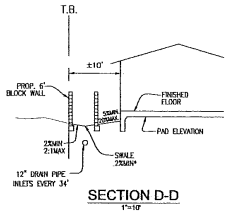
SECTION A-A
1"=10'



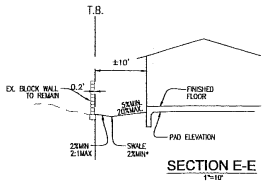
SECTION B-B
1"=10'



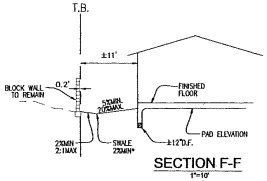
SECTION C-C
1"=10'



SECTION D-D
1"=10'



SECTION E-E
1"=10'



SECTION F-F
1"=10'

LEGAL DESCRIPTION

THAT PORTION OF LOT 4, BLOCK 21, MONTE VISTA TRACT NO. 2, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGE 33 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT, 465 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO FREDERICK PARK AND DON. H. ANDERSON, RECORDED MAY 8, 1962, IN BOOK 5896, PAGE 431 OF OFFICIAL RECORDS; THENCE WEST 294.92 FEET, ALONG THE SOUTH LINE OF SAID PARK PARCEL TO THE WEST LINE OF SAID LOT;THENCE SOUTH 158.38 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF SAID LOT; THENCE EAST 294.92 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTH 158.38 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

OWNER/DEVELOPER:	CRESTWOOD CORPORATION 510 WEST CITRUS EDGE STREET GLENDORA, CA 91740 KEVIN KENT 626.914.1943
CIVIL ENGINEER:	ENCOMPASS ASSOCIATES, INC. 5699 COUSINS PLACE RANCHO CUCAMONGA, CA 91737 AARON SKEERS 909.584.0093
LAND SURVEYOR	KELSOE & ASSOCIATES, INC. 1835 FIRST ST. NORCO CA 92860 ROBERT KELSOE 951-736-2164
SOILS ENGINEER:	LGC INLAND INC. 41635 ENTERPRISE CIRCLE N. SUITE A TEMECULA, CA 92590 ROBERT L. GREGOREK II 951.719.1340

LEGEND

FL.	FLOW LINE
F.F.	FINISH FLOOR
F.G.	FINISH GRADE
FL/HP	FLOW LINE HIGH POINT
F.S.	FINISH SURFACE
G.B.	GRADE BREAK
INV.	INVERT
T.C.	TOP OF CURB
E.O.P.	EDGE OF PAVEMENT
TRW	TOP OF RETAINING WALL
TF	TOP OF FOOTING
1249	EXISTING CONTOUR
97.61	INDICATES PROPOSED ELEVATION
(97.61)	INDICATES EXISTING ELEVATION
T.B.	TRACT BOUNDARY
U.L.	UNIT LINE
	LOT LINES
	RIGHT-OF-WAY
	CURB & GUTTER
	CENTERLINE
G A	PROPOSED STREET TREES
SD	STORM DRAIN (PRIVATE)
S	SEWER (PRIVATE)
W	WATER (PRIVATE)
G	GAS
F	SITE FIRE LINE (PRIVATE)
	STREETLIGHT
	DRIVEWAY APPROACH

N
W E
S

GRAPHIC SCALE
0 10 20 40
(IN FEET)
1 INCH = 20 FT.

ENCOMPASS ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS
5699 COUSINS PLACE
RANCHO CUCAMONGA, CA 91737
(909) 584-0093

DEVELOPER
CRESTWOOD CORPORATION
510 W. CITRUS EDGE ST.
GLENDORA CA 91740
626.914.1943/FAX 626.335.9320

TENTATIVE TRACT 19971

TENTATIVE TRACT MAP

VERSION HISTORY

SHEET 1 OF 1

10

Exhibit "A"

STATE OF CALIFORNIA — DEPARTMENT OF REAL ESTATE — BUDGET REVIEW
Serving Californians Since 1917

BUDGET WORKSHEET

RE 623 (Rev. 4/07)

GENERAL INFORMATION

This budget is a good faith estimate from plans prior to construction and/or completion (for new projects) or from a combination of plans and/or site inspections (for existing projects). For existing projects, there may have been historical data as support for some line items, but changes to the project may make historical data not applicable or reliable. This budget was prepared for the purpose of obtaining a public report.

The association must adopt a budget in accordance with the California Civil Code. If that budget is less than 10% or greater than 20% from this budget, you should contact the Department of Real Estate. The association may increase or decrease its budget. It is typical for costs to increase as the project ages. The association should conduct a reserve study after its first year of operation to adjust the reserve funding plan for any changes which may have taken place during construction.

DRE FILE NUMBER *(IF KNOWN)*	MASTER DRE FILE #	DEPUTY ASSIGNED FILE (IF KNOWN)
137408LA-F00		

SUBDIVISION IDENTIFICATION AND LOCATION

NAME AND/OR TRACT NUMBER

Rivercrest in Ontario Tract No. 18601

NAME TO BE USED IN ADVERTISING (IF DIFFERENT THAN NAME OR TRACT NUMBER)

n/a

STREET ADDRESS (IF ANY)	CITY	COUNTY
Pending	Ontario	San Bernardino
MAIN ACCESS ROAD(S)	**NEAREST TOWN/CITY**	**MILES/DIRECTION FROM TOWN/CITY**
Campus & Riverside Drive	n/a	n/a

TYPE OF SUBDIVISION

- [x] Condominium
- [ ] Condominium Conversion
- [ ] Stock Cooperative
- [ ] Stock Cooperative Conversion
- [ ] Limited Equity Housing Corporation
- [ ] Planned Development
- [ ] Planned Development Land Project
- [ ] Planned Development Mobile Home
- [ ] Community Apartment
- [ ] Out-of-State
- [ ] Undivided Interest
- [ ] Undivided Interest Land Project

NUMBER OF LOTS/UNITS	PHASE #	TOTAL # IN PROJECT	PREVIOUS DRE FILE #	# OF ACRES
11	1 of 1	1		1.01

BUDGET PREPARER

NAME	ATTENTION	TELEPHONE NUMBER
LAW OFFICES OF LOREN C. PHILLIPS	Joe A. Leyva	(626) 914-6400
ADDRESS	**CITY**	**ZIP CODE**
2060 Route 66, Suite 105 Box 5	Glendora	91740

Certification

I declare under penalty of perjury that the representations and answers to questions in this document and all documents submitted as a part of the homeowners budget are true and complete to the best of my knowledge and belief.

SIGNATURE OF BUDGET PREPARER	DATE
➢	

IMPROVEMENTS WORKSHEET

❖ If this phase will have any line items shown on pages 3, 4 and 5 hereof exempted from payment of assessments under Regulation 2792.16(c), asterisk those items on pages 3, 4 and 5 and list any partially deferred costs on a separate sheet showing calculations and attach. All exempted improvements must be covered by reasonable arrangements for completion. Include Planned Construction Statement (RE 611A) for review.

1. Number of buildings containing residential units ..... Eleven
2. Estimated completion date for the residential units included in this phase ..... August 2011
3. Estimated completion date for the common area and facilities included in this phase ..... August 2011
4. Type of residential building for this project (i.e., high-rise, cluster, garden, etc.)..... Garden
5. Type of construction for these buildings (i.e., steel, concrete, wood frame, etc.) ..... Wood Frame
6. Type of roof (i.e., shake, etc.)..... Clay Tile
7. Type of paving used in the project. ..... Concrete
8. Type of exterior wall for residential buildings ..... Stucco
9. Number of residential units per building..... One
10. Number of floors per building..... Two
11. Number of bedrooms per unit. ..... Two for Plan 1 and Three for Plan 2
12. Square footage of units (list number and size of each unit type)..... Plan 1 - 1,272; Plan 2 - 1,392 Buildings w/o yard
13. Type of parking facilities and number of spaces (i.e., detached garage, tuck-under, subterranean, carport, open, etc.). ..... Each Unit 2 car garage and 5 guest spaces

Complete 14 and 15 for Phased Condominium Projects Only

14. Have you submitted budgets for all phases to be completed within the next three calendar years and a built-out budget?..... ☐ Yes ☐ No
15. If this condominium project involves phasing with a single lot, submit a budget for ***each*** phase plus a budget which will be used ***if*** future phases are not completed. (Commonly referred to as a *worst case budget.*)

BUDGET SUMMARY

PHASE NUMBER	DATE OF BUDGET	DRE FILE NUMBER
1 of 1	06-14-2011	137408LA-F00

NUMBER OF UNITS	TRACT NUMBER/NAME OF PROJECT
11	18601 Rivercrest in Ontario

		Per Unit Per Month	Total Monthly	Total Annual
100 FIXED COSTS	101. Property Taxes	0.38	4.17	50.00
	102. Corporation Franchise Taxes			
	103. Insurance (attach proposal)	13.14	144.50	1,734.00
	104. Local License & Inspection Fees			
	105. Estimated Income Taxes			
	100 – Sub Total	13.52	148.67	1,784.00
200 OPERATING COSTS	201. Electricity (attach work sheet)	3.04	33.44	401.28
	Lighting: Leased			
	202. Gas (attach work sheet)			
	203. Water (attach work sheet)	7.76	85.37	1,024.44
	204. Sewer/Septic Tanks/Storm Drains/ Water Retention Basins (include if not in 203)			
	205. Cable TV/Master Antenna			
	207. Custodial Area: *Number of Restrooms:*			
	207a. Custodial Supplies			
	208. Landscape Area: *(See page 15.)*	21.08	231.84	2,782.05
	208a. Landscape Supplies	2.34	25.67	307.98
	209. Refuse Disposal *Vender Name:* *Telephone Number:*	26.72	294.00	3,528.00
	210. Elevators *Number:* *Type:*			
	211. Private Streets, Driveways, Parking Areas *Area:*	9.09	100.00	1,200.00
	212. Heating & Air Conditioning Maintenance *Area:*			
	213. Swimming Pool *Number:* *Size:* *Mths. heated:* Spa *Number:* *Size:*			
	213a. Swimming Pool/Spa Supplies			
	214. Tennis Court *Number:*			

		Per Unit Per Month	Total Monthly	Total Annual
200 OPERATING COSTS	215. Access Control *Guard hours per day:* *No. of motorized gates:* *Type:* *No. of Intercoms/Telephone Entry:*			
	216. Reserve Study	3.79	41.67	500.00
	217. Miscellaneous	5.00	55.00	660.00
	Minor Repairs			
	Pest Control			
	Snow Removal			
	Lakes/Waterways			
	Community Network			
	218. Fire Sprinklers, Fire Alarms & Fire Extinguishers			
	200 - Sub Total	78.82	866.99	10,403.75
300 RESERVE	301–313 (attach reserve work sheet)			
	300 – Sub Total	15.78	173.27	2,079.16
400 ADMINISTRATION	401. Management ❶	11.37	125.00	1,500.00
	402. Legal Services	11.37	125.00	1,500.00
	403. Accounting	9.09	100.00	1,200.00
	404. Education	5.91	65.00	780.00
	405. Miscellaneous, office expense	5.91	65.00	780.00
	400 – Sub Total	43.65	480.00	5,760.00
	TOTAL (100–400)	151.77	1,668.93	20,026.91
500 CONTINGENCY	501. New Construction 3%	4.56	50.07	600.81
	502. Conversions 5%			
	503. Revenue Offsets (attach documentation)	( )	( )	( )
	TOTAL BUDGET	156.33	1,719.00	20,627.72

❖ DRE regulations allow the use of variable assessments against units only if one unit will derive as much as 10 percent more than another unit in the value of common goods and services supplied by the association.

After determining the percent of benefit derived from services provided (page 14) by the association, an easy chart to follow would be:

Less than 10%.....	equal assessments
from 10% to 20%.....	variable or equal
Over 20%.....	variable assessments

The budget and management documents indicate (check appropriate box):

☒ equal assessments

☐ variable assessments

❖ The inventory and quantities used in the preparation of this budget are normally derived from plans completed prior to construction and may vary slightly from actual field conditions. The calculated budget is a good faith estimate of the projected costs and should be deemed reliable for no more than one year. The Board of Directors should conduct an annual review of the Association's actual costs and revise the budget accordingly.

❶ *Depending upon the level of service selected by the Association, the amount shown may be insufficient to cover the cost and may be higher.*

RESERVES WORKSHEET

DRE FILE NUMBER 137408LA-F00

TRACT NUMBER 18601 Rivercrest in Ontario

Item	(1) ❶ Sq. Ft. or Number	(2) ❶ Unit Cost HOA Manual	(3) ❶ Replacement Cost	(4) ❶ Remaining Life	Yearly Reserve Columns 1x2 or 3÷4	Cost Per Unit Per Month
Paint						
Wood Siding (paint/stain)						
Roof - Type:						
Roof - Type:						
Water Heaters						
Exterior Lights	20	5.00			100.00	0.76
Hard Floors - Type:						
Carpets						
Elevators						
Streets & Drives	8,423	0.10/sf/yr	Asphalt	Streets	842.30	6.39
Heating & Cooling	4,243	0.02/sf/yr	Concrete	Walks	84.86	0.65
Pool Re-plaster						
Pool Heater						
Pool Filter						
Spa Re-plaster						
Spa Heater						
Spa Filter						
Pool/Spa Pumps - No:						
Tennis Courts – No:						
Furnishing/Equipment						
Fences (paint/stain)						
Fences (repair/replace) - Type:						
Walls (paint)	2,640	0.10/sf/yr			264.00	2.00
Walls (repair/replace)	440	0.20/lnft/yr			88.00	0.67
Wrought Iron Fencing (paint)						
Wrought Iron (repair/replace)						
Pumps/Motors - Type:						
Motorized Gates						
Wood Decking						
Septic Tanks						
Fountains						
Storm Drain Filters						
Other	Trellis		3,500.00	5 years	700.00	5.31
				TOTAL RESERVE	2,079.16	15.78

❶ *Use either Columns 1 and 2 or 3 and 4, but not both for a particular item.*

Note: **For space purposes, we have included only the components most frequently found in common-interest subdivisions. Reserve items should not be limited to the list above, but be tailored to your particular project.**

GENERAL PROJECT INVENTORY

- Complete schedules 1 through 6 below, then transfer the totals to Site Summary area.
- Frequently several buildings will be repeated in a subdivision. These may be combined on one line. Wherever additional space is required attach computations on a separate sheet.

SITE SUMMARY – TOTAL SUBDIVISION AREA

1.01 acres x 43,560 = 43,968 Total square feet.

1. Building(s) footprint	21,036	sq. ft.
2. Garages or carports		sq. ft.
3. Recreational facilities		sq. ft.
4. Paved surfaces	12,666	sq. ft.
5. Restricted common areas		sq. ft.
6. Other: (attach description)		sq. ft.
Sub Total (1–6)	33,702	sq. ft.

Total Square Ft. (from above)	43,968	sq. ft
Subtract Sub Total (1–6)	33,702	sq. ft.
Remainder = landscape area	10,266	sq. ft.

INDIVIDUAL SUMMARY SCHEDULES

1. Buildings Containing Units

Length	x	*Width*	=	*Area of Each Bldg.*	x	*No. of Buildings*	=	*Total Area Square Feet*
	x		=	1,912.36	x	11	=	21,036
	x		=		x		=	
	x		=		x		=	
	x		=		x		=	

Total for Summary Item 1 above 21,036

2. Multiple Detached Garages and Carports

	x		=		x		=	
	x		=		x		=	
	x		=		x		=	

Total for Summary Item 2 above n/a

3. Recreational Facilities **Total Area**

   a. Recreation Room, Clubhouse, Lanai, or other
   (length x width = total sq. ft.)

   _____ x _____ = _____ _____ sq. ft.

   b. Pools
   Number: _____
   Size: _____ _____ sq. ft.

   c. Spas
   Number: _____
   Size: _____ _____ sq. ft.

   d. Tennis Courts
   Number: _____
   Size: _____
   Surface Type: _____ _____ sq. ft.

   e. Other: *(describe)*
   Tot Lot /Landscaping 10,266 sq. ft.

   Total for Summary Item 3 above 10,266 sq. ft.

4. Paved Areas (streets, parking, walkways, etc.)
   (length x width = square foot area) *Paving Material (concrete, asphalt, etc.)*

   _____ x _____ = 4,243 ConcreteCommonArea

   _____ x _____ = 8,423 Asphalt Common Area

   _____ x _____ = _____ _____

   _____ x _____ = _____ _____

   Total for Summary Item 4 above 12,666 sq. ft.

5. Restricted Common Areas Use (patio, etc.)
   Describe and attach calculations

   _____

   _____

   Total for Summary Item 5 above -0- sq. ft.

6. Other – Describe and attach calculations

   _____

   _____

   Total for Summary Item 6 above -0- sq. ft.

ROOF RESERVE WORKSHEET

(See page 15)

Building ❶	*Flat Roofed Area*	*Shingled Area*	*Cement/Spanish Tile or Wood Shake Area*
	N/A		
Totals			
Modifications		*x* *x*	*x* *x*
Grand Totals			

Roof Pitch Table

Pitch	*Rise*	*Multiplier*
One eighth	3" in 12"	1.03
One sixth	4" in 12"	1.06
Five 24ths	5" in 12 "	1.08
One quarter	6" in 12"	1.12
One third	8" in 12"	1.20
One Half	12" in 12"	1.42
Five eighths	15" in 12"	1.60
Three quarters	18" in 12"	1.80

❶ Take areas of all buildings listed in Sections 1, 2 and 3a. Add 6% (a 1.06 multiplier) for each foot of roof overhang. In addition, adjust for roof pitch based upon the table above. The table converts horizontal area to roof area.

PAINTING WORKSHEET

EXTERIOR

Exterior painting area is determined by measuring the structure to find the perimeter (total distance around) and multiplying that by 10 for each story. Use a separate line for each story if the configuration of the building changes from story to story *(for wood siding see Item 301 in the Cost Manual).*

- Buildings *(include garages, recreation buildings)*

Type of Surface	*Perimeter*	*x*	*10 ft.*	*x*	*No. of Stories*	*x*	*No. of Bldg. (if identical)*	=	*Total Area*
		x	10 ft.	x		x		=	
		x	10 ft.	x		x		=	
		x	10 ft.	x		x		=	
		x	10 ft.	x		x		=	

Total building paint area -0-

- Walls

Linear Feet	*x*	*Height*	*x*	*2* ❶	=	*Total Area*
440	x	6	x	2	=	5,280
Paint 1/2	x	side only	x	2	=	
	x		x	2	=	

Total wall paint area 5,280
Total exterior paint area 5,280

INTERIOR

Interior painting reserve is determined by measuring the room perimeter and multiplying by 8' and adding ceiling area.

Room/Type Descrip.	*Walls Perimeter*	*x*	8 ft.	=	*Wall Area*	+	*Ceiling (Length x Width)*			=	*Total Area*
:		x	8 ft.	=		+		x		=	
:		x	8 ft.	=		+		x		=	
:		x	8 ft.	=		+		x		=	
:		x	8 ft.	=		+		x		=	
:		x	8 ft.	=		+		x		=	
:		x	8 ft.	=		+		x		=	

Total interior paint area -0-

TOTAL EXTERIOR AND INTERIOR 5,280

FENCES

Fence requiring paint or stain *(see Item 312 in manual for wood and wrought iron)*
Compute separately using higher cost—put on separate line on page 5 of the Reserve Worksheet.

Linear Feet	*x*	*Height*	*x*	*2* ❶	=	*Total Area*
	x		x	2	=	
	x		x	2	=	
	x		x	2	=	

Total fence area -0-

❶ Always multiply by 2 to cover the area for both sides of the wall or fence. If the wall or fence will be painted or stained on one side only, adjust your calculation and make appropriate notation on the worksheet.

ELECTRICAL ENERGY CONSUMPTION WORKSHEET

KWH per month

A. Lights (see Note ❶)
(number of lights x average watt per light x average number hours in use per day x .03 = KWH per month)

1. Interior Lights *(hallways, lobbies, garage, stairwells, etc.)*

_____ x _____ x _____ x .03 = _____

2. Garage Lights

_____ x _____ x _____ x .03 = _____

3. Outdoor and walkway lights

20 x 20 x 8 x .03 = 96

4. Street Lights

_____ x _____ x _____ x .03 = _____

B. Elevators *(number of cabs x number of floor stops per cab x 167 KWH = KWH per month)*

_____ x _____ x 167 KWH = _____

C. Tennis Court Lights *(number of courts x 1000 KWH = KWH per month)*

_____ x 1000 KWH = _____

D. Electric Heating
(0.25 KWH x sq. ft. heated = KWH per month for warm climates)
(0.65 KWH x sq. ft. heated = KWH per month for cold climates)

_____ x _____ = _____

E. Hot Water Heating *(320 KWH x number of 40 gallon tanks = KWH per month)*

320 KWH x _____ = _____

F. Air Conditioning *(number of sq. ft. cooled x .34 KWH = KWH per month)*

_____ x .34 KWH = _____

G. Electrical Motors *(see Notes ❷ and ❸)*
(horsepower x watts x hours of use per day x .03 x % of year in use = KWH per month)

Motor #1 _____ x _____ x _____ x .03 x _____ = _____
Motor #2 _____ x _____ x _____ x .03 x _____ = _____
Motor #3 _____ x _____ x _____ x .03 x _____ = _____
Motor #4 _____ x _____ x _____ x .03 x _____ = _____

H. Pool/Spa Heating
(Number of heaters x KWH rating x hours of daily use x 30 days = KWH per month)

_____ x _____ x _____ x 30 days = _____

TOTAL KWH PER MONTH 96

I. Total Monthly Cost
(total KWH per month x rate per KWH = total cost)

- 96 x $0.14 = $13.44
- Monthly common meter charge $20.00

Total Monthly Cost $33.44

Utility Company Name: SCE

Telephone Number: _____

Notes

❶ Do not include leased lights. Instead use lease agreement with rate schedule with budget work sheet. Put monthly charge into Item 201 leased lights. Use a minimum of 10 hours per day average usage for exterior lighting.

❷ Motors are found in swimming pool pumping systems, circulating hot water systems, ventilation systems in subterranean garages, security gates, interior hallways, and interior stairwells and also in private water systems and fountains. (Hours of use for pool pumps – see Item 201 in the Cost Manual.)

❸ Normally 1,000 watts per horsepower should be used. Check plate on motor or manufacturer's specifications. If wattage is not listed, it can be calculated by multiplying amps x volts.

GAS CONSUMPTION WORKSHEET

Therms

1. Water Heaters
(number of dwelling units on association meters + laundry rooms + outdoor showers + recreation rooms = number units x 20 Therms = Therms per month)

_____ + _____ + _____ + _____ = _____ x 20 Therms = _____

2. Pool (see Note ❶)
(BTU rating x hours of daily use x .0003 x % of year in use = Therms)

Pool #1 _____ x _____ x .0003 x _____% = _____
Pool #2 _____ x _____ x .0003 x _____% = _____

3. Spa
(Number of spas (by size) x therm range = Therms used)

_____ (8' diameter) x 300 Therms = _____
_____ (10' diameter) x 350 Therms = _____
_____ (12' diameter) x 400 Therms = _____

4. Central Heating
(BTU rating x average hours of daily use x .0003 = Therms used)

_____ x _____ x .0003 = _____

5. Other
(number of gas barbecues, fireplaces, etc.) x 5 = Therms
_____ x 5 = _____

Total Therms _____

(therms x rate = monthly charge)

_____ x _____ = $_____
_____ x _____ = $_____
_____ x _____ = $_____

Meter Charge $_____

Total Monthly Cost $-0-

Utility Company Name: _____

Telephone Number: _____

❶ The presumption is a recreation pool with heating equipment will be used all year or 100%. For very hot or cold climates where a heater will not or cannot be used all year, a 70% usage should suffice. Less than 70% usage will require a Special Note in the Subdivision Public Report.

WATER AND SEWER WORKSHEET

A. Domestic *(use only if units are billed through association)* **Water Cost**
(number of units [include rec. rooms] x rate/100 CF x 10 = Water Cost)

_____ x _____ x 10 = $_____

B. Irrigation (see Note ❶)
(landscape area x rate/100 cf. x .0033 = Water Cost)

10,266 x 1.90 x .0033 = 64.37

C. Sewers (see Note ❷)
(Charge per unit per month x number units = Sewer Cost)

$1.00 x 11 = $11.00

or alternate calculation (% of A and B, etc.)

_____ (A) x _____% = $_____

D. Meter Charge

Line size: 1" (2", 3" etc.) Charge per month: $10.00

MONTHLY WATER COST: $85.37

Utility Company Name: City of Ontario

Telephone Number: (909) 395-2050

Notes

❶ Average usage is four-acre feet of water per acre of landscaping per year. This formula is based on four-acre feet of usage. Some areas like the low desert will require 8 to 12-acre feet of water per acre of landscaping per year and the "B" figure should be adjusted accordingly. (Example: 4 x figure for B = 12-acre feet.)

❷ If some other method of billing is used for the sewage charge and/or this will not be a common expense, provide a letter from the sanitation district and or water company (whichever applicable) which so states.

PRORATION SCHEDULE WORKSHEET

Section I Variable Assessment Computation

A. Variable Costs Description — Monthly Cost

1. Insurance $_____
2. Domestic Gas (if common) $_____
3. Domestic Water (if common) $_____
4. Paint $_____
5. Roof $_____
6. Hot Water Heater (if common) $_____
7. Other $_____

Total Variable Cost **$_____**

B. Total livable square footage of all units from condominium plan: _____

C. Variable Factor *(variable monthly costs ÷ square footage = variable factor):* _____
Multiply this factor by each unit size below in Section III.

Section II Equal Assessment Computation

A. Total Monthly Budget $_____

Less Variable Costs $_____

Total Monthly Equal Costs $_____

B. Monthly Base Assessment: $_____
(total monthly cost ÷ number of units = monthly base assessment)

Section III Assessment Schedule

	Unit Size	*x*	*Variable Factor*	=	*Variable Assessment*	+	*Base Assessment*	=	*Total Mth. Assessment*	*x*	*Unit Count*	=	*Total Mth. Budget **
A.	_____	x	_____	=	_____	+	_____	=	_____	x	_____	=	_____
B.	_____	x	_____	=	_____	+	_____	=	_____	x	_____	=	_____
C.	_____	x	_____	=	_____	+	_____	=	_____	x	_____	=	_____
D.	_____	x	_____	=	_____	+	_____	=	_____	x	_____	=	_____

VERIFICATION OF COMPUTATIONS

Total Monthly Budget (Section III) _____

Total Monthly Budget (Section IIA) _____

* Total Assessment x number of units of each type.

Section IV Variable Assessments

Highest Assessment	-	*Lowest Assessment*	÷	*Lowest Assessment*	=	*% Differential*
_____	-	_____	÷	_____	=	_____%

SUPPLEMENTAL WORKSHEET

LANDSCAPE

A. Complete chart and transfer "total landscape cost per year" to line #208 on page 3 (cumulative per phase).

Type	*Percent*	*Area*	*Annual Cost per S.F.*	*Total Cost per type*
Ground cover	86%	8,829	0.25	2,207.25
Lawn	14%	1,437	0.40	574.80
Open space maintained				
Open space non-maintained				
Landscape repairs/supplies				
Other				
Total	100%	10,266		
		TOTAL LANDSCAPE COST PER YEAR		$2,782.05

B. Please provide information regarding water requirements of drought resistant plants/areas, if any. Indicate as a percentage of normal or standard watering requirements and provide source of information.

_____

_____

_____

ROOF

A. If there is only one type of roof, with a constant slope factor across all roof surfaces, the following chart may not need to be completed. When this chart is completed, transfer total to roof line item on page 5.

Building	*Type of Roof*	*Width of Overhang*	*Quantity (incl. overhang)*	X	*Pitch Multiplier*	=	*Adjusted S.F.*	X	*Annual Cost per S.F.*	=	*Total Annual Cost*
				X		=		X		=	
				X		=		X		=	
				X		=		X		=	
				X		=		X		=	
				X		=		X		=	
				X		=		X		=	
									TOTAL ROOF COST PER YEAR		

B. If a mansard will be/is constructed please provide the measurements and type of material to be used.

_____

_____

RESOLUTION NO. 15-3094

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR APPROVING AN AMEND-MENT TO THE GENERAL PLAN LAND USE MAP, MODIFYING THE LAND USE DESIGNATION OF 1.07 ACRES OF LAND AT 10998 CENTRAL AVENUE FROM "GENERAL COMMERCIAL" TO "MEDIUM-DENSITY RESIDENTIAL (8-14 DU/AC)" TO FACILITATE CONSTRUCTION OF A 13-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT THEREON (APN 1011-334-03)

A. Recitals.

WHEREAS, Montclair Holdings, LLC (property owner), on behalf of Crestwood Communities, has filed an application for an amendment to the General Plan Land Use Map under Case No. 2015-9; and

WHEREAS, the application for said amendment to the General Plan Land Use Map applies to a 1.07-acre site described as follows:

> That portion of Lot 4, Block 21, Monte Vista Tract No. 2, in the City of Montclair, County of San Bernardino, State of California, as per map recorded in Book 16, Page 33 of Maps, in the Office of the County Recorder of said County, described as follows:
>
> Beginning at the northeast corner of said Lot 4; thence South along the east line of said Lot, 465 feet to the True Point of Beginning, said point being the southeast corner of the land described in the deed to Frederick Park and Don H. Anderson, recorded May 8, 1962, in Book 5695, Page 431 of Official Records; thence West 294.62 feet along the south line of said Park parcel to the west line of said Lot; thence South 158.39 feet, more or less, to the southwest corner of said Lot; thence East 294.62 feet to the southeast corner of said Lot; thence North 158.39 feet, more or less, to the True Point of Beginning.

The above-referenced property composing the proposed amendment area and also commonly known as 10998 Central Avenue, is also indicated on the attached Exhibit "A," a map incorporated herein by reference; and

WHEREAS, the subject 1.07-acre site is currently designated by the General Plan as "General Commercial" and is vacant and undeveloped; and

WHEREAS, the applicant submitted concurrent applications requesting a Zoning Map Amendment, Tentative Tract Map, and Precise Plan of Design for the subject site to change the land use designation of the site from "R-1(20) (Single-Family Residential, minimum 20,000 square-foot lot area) to "R-3" (Medium-High Density Residential), and to subdivide the property to construct 13 detached residential condominiums; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the City prepared an Initial Study (IS) for the amendments to the General Plan Land Use Map and Official Zoning Map, Tentative Tract Map, and Precise Plan of Design and released it for public review and comment on July 24, 2015. Based on the findings of the Initial Study, staff has determined that, although the proposed project could have a significant effect on the environment, there will not be a significant effect because revisions in the project have been made by or agreed to by the project proponent. Therefore, a Mitigated Negative Declaration (MND) is proposed for the project; and

WHEREAS, on July 24, 2015, the Notice of Availability of the IS/MND was filed with the San Bernardino County Clerk of the Board; and

WHEREAS, the minimum 21-day public review period for the IS/MND commenced on July 24, 2015 and concluded on August 24, 2015; and

WHEREAS, copies of the IS/MND were available during the public review period at the Community Development counter at City Hall; and

WHEREAS, public notice of this item was advertised as a public hearing in the Inland Valley Daily Bulletin newspaper on July 24, 2015; and

WHEREAS, on August 24, 2015, commencing at 7:00 p.m. in the Council Chamber at Montclair City Hall, the Planning Commission conducted a public hearing at which time all persons wishing to testify in connection with the amendment to the General Plan Land Use Map were heard, and said application was fully studied; and

WHEREAS, the Planning Commission reviewed and considered the amendment to the General Plan Land Use Map along with the information contained in the IS/MND, comments received during the public review period, and responses to comments; and

WHEREAS, the Planning Commission, as the responsible agency, reviewed and considered the environmental assessment based upon the findings in the Initial Study prepared for the project, and determined that there will be no significant impact on the environment as a result of the proposed amendment to the General Plan Land Use Map; and

WHEREAS, the Planning Commission also adopted a Mitigated Negative Declaration and a finding that there will be a DeMinimis impact on fish and wildlife; and

WHEREAS, based on its review and independent judgment, the City Council finds that the amendment to the General Plan Land Use Map will not have a significant effect on the environment; and

WHEREAS, on September 21, 2015, commencing at 7:00 p.m. in the Council Chamber at Montclair City Hall, the City Council conducted a public hearing at which time all persons wishing to testify in connection with the amendment to the General Plan Land Use Map were heard, and said application was fully studied.

B. Resolution.

NOW, THEREFORE, BE IT RESOLVED that it is hereby found, determined, and resolved by the City Council of the City of Montclair as follows:

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

2. The City Council hereby approves the amendment to the General Plan Land Use Map associated with Case No. 2015-9, modifying the land use designation of the subject property from "General Commercial" to "Medium-Density Residential (8-14 dwelling units/acre)."

APPROVED AND ADOPTED this XX day of XX, 2015.

_____
Mayor

ATTEST:

_____
Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 15-3094 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, 2015, and that it was adopted by the following vote, to-wit:

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

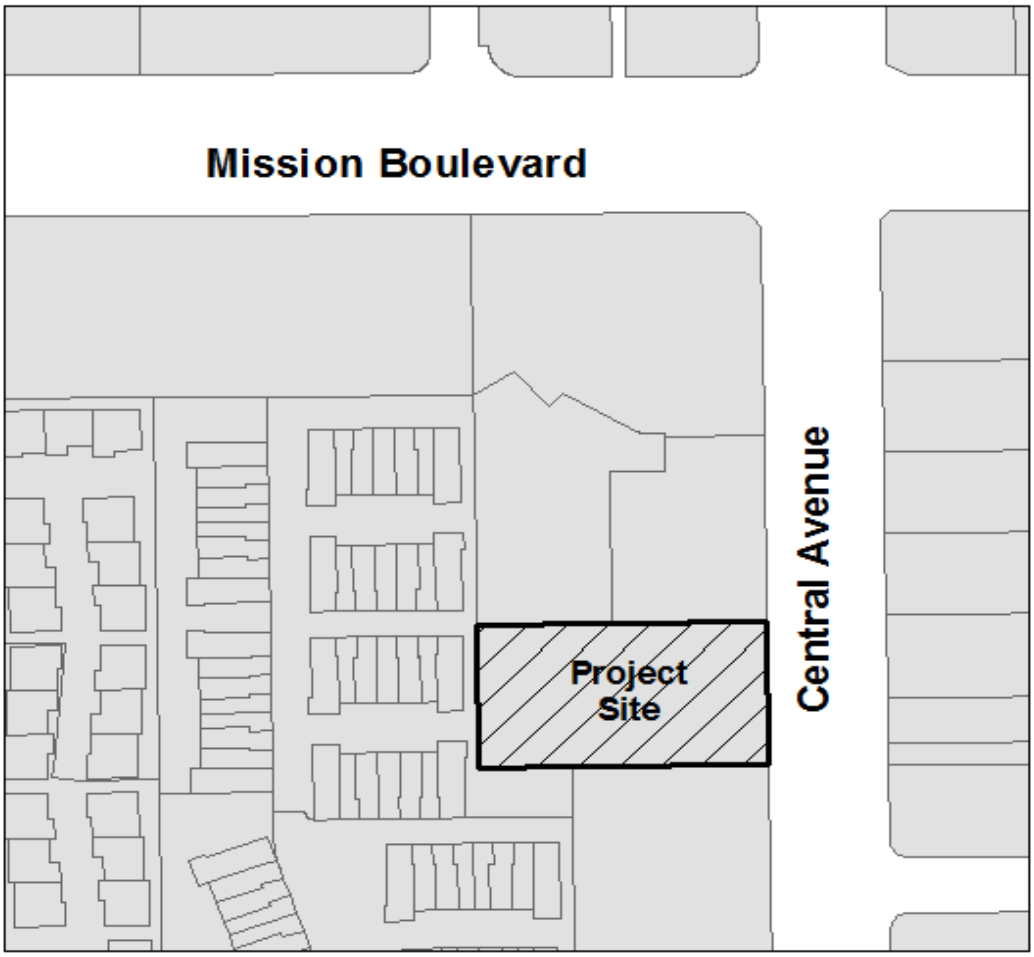
_____
Andrea M. Phillips
Deputy City Clerk

Exhibit A
CASE NUMBER: 2015-9

PROJECT LOCATION: 10998 Central Avenue
ASSESSOR'S PARCEL NO.: 1011-334-03

PROPERTY OWNER: Montclair Holdings, LLC

General Plan Amendment	
Existing	***Proposed***
"General Commercial"	**Medium-Density Residential (8-14 du/ac)**



RESOLUTION NO. 15-3095

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR APPROVING AN AMEND-MENT TO THE OFFICIAL ZONING MAP OF THE CITY OF MONTCLAIR CHANGING THE ZONING DESIGNATION OF 1.07 ACRES OF LAND AT 10998 CENTRAL AVENUE FROM "R-1(20)" (SINGLE-FAMILY RESIDENTIAL, MINIMUM 20,000 SQUARE-FOOT LOT AREA) TO "R-3" (MEDIUM-HIGH DENSITY RESIDENTIAL) TO FACILITATE CONSTRUCTION OF A 13-UNIT RESIDENTIAL CONDOMINIUM DEVELOP-MENT THEREON (APN 1011-334-03)

A. Recitals.

WHEREAS, Montclair Holdings, LLC (property owner), on behalf of Crestwood Communities, has filed an application for an amendment to the Official Zoning Map of the City of Montclair under Case No. 2015-9; and

WHEREAS, the application for said amendment to the Official Zoning Map applies to a 1.07-acre site described as follows:

> That portion of Lot 4, Block 21, Monte Vista Tract No. 2, in the City of Montclair, County of San Bernardino, State of California, as per map recorded in Book 16, Page 33 of Maps, in the Office of the County Recorder of said County, described as follows:
>
> Beginning at the northeast corner of said Lot 4; thence South along the east line of said Lot, 465 feet to the True Point of Beginning, said point being the southeast corner of the land described in the deed to Frederick Park and Don H. Anderson, recorded May 8, 1962, in Book 5695, Page 431 of Official Records; thence West 294.62 feet along the south line of said Park parcel to the west line of said Lot; thence South 158.39 feet, more or less, to the southwest corner of said Lot; thence East 294.62 feet to the southeast corner of said Lot; thence North 158.39 feet, more or less, to the True Point of Beginning.

The above-referenced property composing the proposed amendment area and also commonly known as 10998 Central Avenue, is also indicated on the attached Exhibit "A," a map incorporated herein by reference; and

WHEREAS, the subject 1.07-acre site is currently designated by the Official Zoning Map as "R-1(20)" (Single-Family Residential, minimum 20,000 square-foot lot area) and is vacant and undeveloped; and

WHEREAS, the applicant submitted concurrent applications requesting a General Plan Land Use Map Amendment, Tentative Tract Map, and Precise Plan of Design for the subject site to change the land use designation of the site from "General Commercial" to "Medium-Density Residential (8-14 dwelling units/acre)," and to subdivide the property to construct 13 detached residential condominiums; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the City prepared an Initial Study (IS) for the amendments to the General Plan Land Use Map and Official Zoning Map, Tentative Tract Map, and Precise Plan of Design and released it for public review and comment on July 24, 2015. Based on the findings of the Initial Study, staff has determined that, although the proposed project could have a significant effect on the environment, there will not be a significant effect because revisions in the project have been made by or agreed to by the project proponent. Therefore, a Mitigated Negative Declaration (MND) is proposed for the project; and

WHEREAS, on July 24, 2015, the Notice of Availability of the IS/MND was filed with the San Bernardino County Clerk of the Board; and

WHEREAS, the minimum 21-day public review period for the IS/MND commenced on July 24, 2015 and concluded on August 24, 2015; and

WHEREAS, copies of the IS/MND were available during the public review period at the Community Development counter at City Hall; and

WHEREAS, public notice of this item was advertised as a public hearing in the Inland Valley Daily Bulletin newspaper on July 24, 2015; and

WHEREAS, on August 24, 2015, commencing at 7:00 p.m. in the Council Chamber at Montclair City Hall, the Planning Commission conducted a public hearing at which time all persons wishing to testify in connection with the amendment to the Official Zoning Map were heard, and said application was fully studied; and

WHEREAS, the Planning Commission reviewed and considered the amendment to the Official Zoning Map along with the information contained in the IS/MND, comments received during the public review period, and responses to comments; and

WHEREAS, the Planning Commission, as the responsible agency, reviewed and considered the environmental assessment based upon the findings in the Initial Study prepared for the project, and determined that there will be no significant impact on the environment as a result of the proposed amendment to the Official Zoning Map; and

WHEREAS, the Planning Commission also adopted a Mitigated Negative Declaration and a finding that there will be a DeMinimis impact on fish and wildlife; and

WHEREAS, based on its review and independent judgment, the City Council finds that the amendment to the Official Zoning Map will not have a significant effect on the environment; and

WHEREAS, on September 21, 2015, commencing at 7:00 p.m. in the Council Chamber at Montclair City Hall, the City Council conducted a public hearing at which time all persons wishing to testify in connection with the amendment to the Official Zoning Map were heard, and said application was fully studied.

B. Resolution.

NOW, THEREFORE, BE IT RESOLVED that it is hereby found, determined, and resolved by the City Council of the City of Montclair as follows:

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

2. The City Council hereby approves the amendment to the Official Zoning Map of the City of Montclair associated with Case No. 2015-9, modifying the zoning designation of the subject property from "R-1(20)" (Single-Family Residential, minimum 20,000 square-footlot area) to "R-3" (Medium-High Density Residential).

APPROVED AND ADOPTED this XX day of XX, 2015.

_____
Mayor

ATTEST:

_____
Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 15-3095 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, 2015, and that it was adopted by the following vote, to-wit:

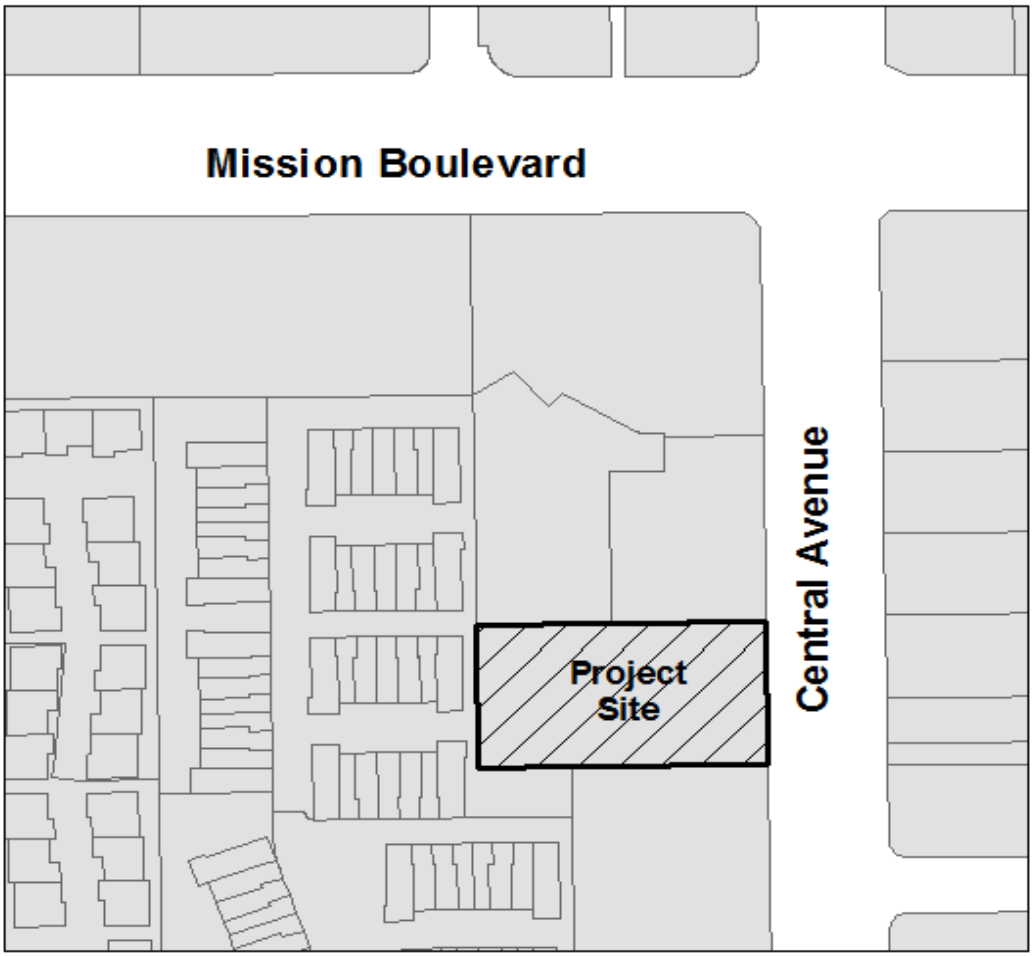
AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

_____
Andrea M. Phillips
Deputy City Clerk

Exhibit A
CASE NUMBER: 2015-9

PROJECT LOCATION:	10998 Central Avenue
ASSESSOR'S PARCEL NO.:	1011-334-03
PROPERTY OWNER:	Montclair Holdings, LLC

Official Zoning Map Amendment	
Existing	***Proposed***
"R-1(20)" (Single-Family Residential, minimum 20,000 square-foot lot area)	**"R-3" (Medium-High Density Residential)**



AGENDA REPORT

SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT	**DATE:**	September 21, 2015
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	1
		FILE I.D.:	FIN520
		DEPT.:	ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending August 31, 2015, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending August 31, 2015.

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, 2015.

Prepared by:	Janet Kulbeck	Fiscal Impact Finance Review:	Donald L. Parker
Proofed by:	Andrea M Phillips	Reviewed and Approved By:	Donald L. Parker

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	**DATE:**	September 21, 2015
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	2
		FILE I.D.:	FIN540
		DEPT.:	ADMIN. SVCS.

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

BACKGROUND: Mayor Pro Tem Raft has examined the Warrant Register dated September 21, 2015, and the Payroll Documentation dated September 6, 2015, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated September 21, 2015, totals $477,985.27. The Payroll Documentation dated September 6, 2015, totals $554,752.14 gross, with $387,622.16 net being the total cash disbursement.

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

Prepared by:	Andrea M Phillips	Fiscal Impact Finance Review:	Donald L Parker
Proofed by:	Stephanie Hick	Reviewed and Approved By:	Donald L Parker

AGENDA REPORT

SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT	**DATE:**	September 21, 2015
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	3
		FILE I.D.:	FIN510
		DEPT.:	SUCCESSOR RDA

REASON FOR CONSIDERATION: The City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending August 31, 2015, 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, 2015.

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, 2015.

Prepared by:	Michael Pistrowski	Fiscal Impact Finance Review:	Donald L. Parker
Proofed by:	Andrea M Phillips	Reviewed and Approved By:	Donald L. Parker

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER	**DATE:**	September 21, 2015
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	4
		FILE I.D.:	FIN530
		DEPT.:	SUCCESSOR RDA

REASON FOR CONSIDERATION: The City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Warrant Register for the month ending August 31, 2015, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Successor to the Redevelopment Agency Warrant Register dated 08.01.15–08.31.15 in the amounts of $23,640.33 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 Chairperson Raft 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, 2015.

Prepared by:	Michael Pistrowski	Fiscal Impact Finance Review:	Donald L. Parker
Proofed by:	Andrea M Phillips	Reviewed and Approved By:	Donald L. Parker

AGENDA REPORT

SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT	**DATE:**	September 21, 2015
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	5
		FILE I.D.:	FIN525
		DEPT.:	MHC

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to receive and file the Montclair Housing Corporation Treasurer's Report for the month ending August 31, 2015, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending August 31, 2015.

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, 2015.

Prepared by:	Michael Pistrowski	Fiscal Impact Finance Review:	Donald L. Parker
Proofed by:	Andrea M. Phillips	Reviewed and Approved By:	Donald L. Parker

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER	**DATE:**	September 21, 2015
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	6
		FILE I.D.:	FIN545
		DEPT.:	MHC

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending August 31, 2015, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Warrant Register dated 08.01.15–08.31.15 in the amount of $139,754.46 for the Montclair Housing Corporation and finds it to be in order.

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

RECOMMENDATION: Vice Chairperson Raft recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending August 31, 2015.

Prepared by:	Michael Pistrowski	Fiscal Impact Finance Review:	Donald L. Parker
Proofed by:	Andrea M. Phillips	Reviewed and Approved By:	Donald L. Parker

AGENDA REPORT

SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT	**DATE:**	September 21, 2015
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	7
		FILE I.D.:	FIN525
		DEPT.:	MHA

REASON FOR CONSIDERATION: The Montclair Housing Authority Board of Directors is requested to receive and file the Montclair Housing Authority Treasurer's Report for the month ending August 31, 2015, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending August 31, 2015.

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, 2015.

Prepared by:	Michael Pistrowski	Fiscal Impact Finance Review:	Donald L. Parker
Proofed by:	Andrea M. Phillips	Reviewed and Approved By:	Donald L. Parker

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER	**DATE:**	September 21, 2015
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	8
		FILE I.D.:	FIN545
		DEPT.:	MHA

REASON FOR CONSIDERATION: The Montclair Housing Authority Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending August 31, 2015, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Warrant Register dated 08.01.15–08.31.15 in the amount of $0.00 for the Montclair Housing Authority and finds it to be in order.

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

RECOMMENDATION: Vice Chairperson Raft recommends the Montclair Housing Authority Board of Directors approve the Warrant Register for the period ending August 31, 2015.

Prepared by:	Michael Pistrowski	Fiscal Impact Finance Review:	Donald L. Parker
Proofed by:	Andrea M. Phillips	Reviewed and Approved By:	Donald L. Parker

AGENDA REPORT

SUBJECT:	CONSIDER AUTHORIZATION TO ADVERTISE FOR BID PROPOSALS FOR THE HUMAN SERVICES AND RECREATION BUILDING REMODEL PROJECT PHASE 2	**DATE:**	September 21, 2015
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	9
		FILE I.D.:	CVC060
		DEPT.:	PUBLIC WORKS

REASON FOR CONSIDERATION: On April 6, 2015, the City Council approved Agreement No. 15-19 with Frick, Frick & Jetté for architectural design services for the development of plans to remodel the Human Services Department weight room. The plans are near completion and will be ready to be advertised for bids by September 25, 2015. Advertising for bid proposals is subject to City Council approval.

BACKGROUND: The current fitness center, located in the Human Services and Recreation Building, has become outdated and noncompliant with Americans with Disabilities Act (ADA) guidelines. The new improvements will expand the size of the fitness center to nearly three times its current size. Improvements include new flooring, lighting, windows, and electrical accommodations for modern ADA compliant exercise equipment. Other improvements include a new air conditioning unit and electrical service panel.

FISCAL IMPACT: The source of funds for the Human Services and Recreation Building Remodel Project is Community Development Block Grant funds (CDBG). The cost of advertising this project should not exceed $3,500.

RECOMMENDATION: Staff recommends the City Council authorize staff to advertise for bid proposals for the Human Services and Recreation Building Remodel Project Phase 2.

Prepared by:		Fiscal Impact Finance Review:	
Proofed by:		Reviewed and Approved By:	

AGENDA REPORT

SUBJECT:	CONSIDER MONTCLAIR HOUSING AUTHORITY COMMISSIONERS' APPROVAL OF A TRANSFER OF MONIES TO THE MONTCLAIR HOUSING CORPORATION FOR OPERATION AND MAINTENANCE OF HOUSING PROPERTIES	**DATE:**	September 21, 2015
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	10
		FILE I.D.:	MHA050
		DEPT.:	MHA/MHC

REASON FOR CONSIDERATION: The Montclair Housing Authority Commissioners are requested to consider approval of the transfer of $500,000 of Montclair Housing Authority (Authority) monies to the Montclair Housing Corporation (Corporation) for use in operating and maintaining low and moderate income housing properties.

BACKGROUND: The Authority became the Successor Housing Entity for the City of Montclair Redevelopment Agency (formed redevelopment agency) as part of the dissolution law. In performing that role, it received the housing assets of the former redevelopment agency, which were contained in its Low- and Moderate-Income Housing Funds and its low- and moderate-income housing units.

Low- and moderate-income housing units were acquired by the former redevelopment agency and are operated and maintained by the Corporation. Resources to accomplish those operations and maintenance were previously provided by the former redevelopment agency utilizing its allocation of low- and moderate-income housing property tax monies; however, due to the dissolution of the former redevelopment agency, those monies no longer exist. The Corporation is continuing to operate and maintain housing properties with resources that it had on hand prior to the dissolution of redevelopment.

Since dissolution of the former redevelopment agency, the Authority has received payments on receivables that it acquired in the dissolution process. The purpose of the Authority is to continue the low- and moderate-income housing operations within the City of Montclair and its resources should be utilized to fund operations and maintenance of the low- and moderate-income properties performed by the Corporation. This transfer of available Authority monies would accomplish that purpose.

FISCAL IMPACT: There is no operational impact on the City of Montclair relating to the transfer of these monies to the Corporation since those monies are currently held by and available from the Authority.

RECOMMENDATION: Staff recommends the Montclair Housing Authority Commissioners approve the transfer of $500,000 to the Montclair Housing Corporation.

Prepared by:	Donald L. Parker	Fiscal Impact Finance Review:	Donald L. Parker
Proofed by:	Andrea M. Phillips	Reviewed and Approved By:	

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 15-87 WITH AEGIS-ITS, INC., FOR TRAFFIC SIGNAL MAINTENANCE SERVICES	**DATE:**	September 21, 2015
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	1
		FILE I.D.:	TRC600
		DEPT.:	PUBLIC WORKS

REASON FOR CONSIDERATION: The City's current signal maintenance contract with Aegis-ITS, Inc., expired on June 30, 2015. A new contract has been negotiated with Aegis-ITS, Inc.

A copy of proposed Agreement No. 15-87 with Aegis-ITS, Inc., is attached for the City Council's consideration.

BACKGROUND: In 2003, the City issued a request for proposals for traffic signal maintenance services. Responses were received from four companies and evaluated based on cost of services. Of the four companies, Team Econolite, Inc., offered the lowest prices and was selected to provide the required services. An agreement with Team Econolite, Inc., was approved by the City Council, effective July 1, 2003.

The Team Econolite, Inc., agreement covered a three-year period, from July 1, 2003, through June 30, 2006, but also included two three-year renewal options. Both renewal options were exercised, extending the maintenance contract through June 30, 2012. Effective January 1, 2012, Team Econolite, Inc., changed its name to Aegis-ITS, Inc. (Aegis). The City entered into Agreement No. 11-131 with Aegis, essentially assigning the Team Econolite, Inc., agreement to Aegis.

The original agreement with Team Econolite, Inc., included only two three-year renewal options. Staff believes, with the City Attorney's concurrence, that it is in the City's best interests to continue contracting with Aegis for traffic maintenance services and proposes a new three-year contract. Of the four signal maintenance companies that originally submitted proposals for providing the City's signal maintenance services, one is no longer in business and one is no longer providing this type of service.

FISCAL IMPACT: The last rate increase for this contract was approved in 2012, as Agreement No. 12-27. Under the terms of the proposed contract, the monthly preventative maintenance cost will remain the same at $52 per intersection. Other rates, shown in Exhibit B of Agreement No. 15-87, for extraordinary maintenance have increased slightly, but sufficient funds have been appropriated this fiscal year for that work.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 15-87 with Aegis-ITS, Inc., for traffic signal maintenance services.

Prepared by:		Fiscal Impact Finance Review:	
Proofed by:		Reviewed and Approved By:	

KNOW ALL MEN BY THESE PRESENTS: That the following Agreement is made and entered into effective July 1, 2015, by and between Aegis ITS, Inc., hereinafter referred to as "CONTRACTOR" and the CITY OF MONTCLAIR, hereinafter referred to as "CITY," to provide traffic signal maintenance services, hereinafter referred to as the "PROJECT."

A. Recitals.

WHEREAS, pursuant to Notice Inviting Statement of Qualifications and Proposals, CONTRACTOR, under its previous name Team Econolite, did submit a Statement of Qualifications and a Proposal for PROJECT; and

WHEREAS, CITY did accept the bid of CONTRACTOR, under its previous name as Team Econolite; and

WHEREAS, CITY did previously enter into Agreement Nos. 03-60, 06-103, 09-58, and 12-27 with CONTRACTOR, under its current name Aegis ITS and its previous name of Team Econolite, for PROJECT; and

WHEREAS, CITY and CONTRACTOR are mutually desirous of continuing PROJECT services.

B. Resolution.

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

1. GENERAL SCOPE OF WORK: CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do all work contemplated and embraced for the PROJECT. Said PROJECT shall be performed in accordance with attached Exhibit A.

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

3. TERM OF CONTRACT: The CONTRACTOR agrees to execute the contract within ten (10) calendar days from the date of notice of award of the contract. This contract shall commence on July 1, 2015, and terminate on June 30, 2018, unless mutually agreed between CONTRACTOR and CITY to extend the agreement. CITY may terminate this contract without cause upon giving a 30-day written notice. It may terminate the contract immediately with cause.

4. CONTRACT PRICE AND PAYMENT: CITY shall pay to CONTRACTOR on a monthly basis for furnishing the material and doing the prescribed work in accordance with the unit prices set forth in Exhibit B to this Agreement and incorporated in its entirety.

5. CITY MANAGEMENT: CITY's City Engineer shall represent CITY in all matters pertaining to the administration of this Agreement, but not including the authority to enlarge the Tasks to be performed or change the compensation due to Consultant. CITY's City Manager shall be authorized to act on CITY's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant's compensation.

6. INSURANCE: The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been obtained. The CONTRACTOR shall take out and maintain at all times during the life of this contract the following policies of insurance:

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

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

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

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

(1) Public Liability - Bodily Injury (not auto) $1,000,000 each person; $2,000,000 each accident.

(2) Public Liability - Property Damage (not auto) $500,000 each accident; $1,000,000 aggregate.

(3) Contractor's Protective - Bodily Injury $1,000,000 each person; $2,000,000 each accident.

(4) Automobile - Property Damage $500,000 each accident.

c. The policy of insurance provided for in subparagraph a. shall contain an endorsement which:

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

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

d. General Insurance Requirements – All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California and policies required under 4.b. shall contain language, to the extent obtainable, to the effect that (1) insurer, insured, and all subcontractors 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 change except after thirty (30) days' written notice by the insurer to CITY by certified mail. CONTRACTOR shall furnish CITY with copies of all such policies promptly upon receipt of them, or certificate evidencing the insurance. CONTRACTOR may effect for its own account insurance not required under this Agreement.

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

7. CONTRACTOR'S LIABILITY: The City of Montclair and its respective officers, agents and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the PROJECT or any part thereof, or for any of the materials or other things used or employed in performing the PROJECT; or for injury or damage to any person or persons, either workers, employees of the CONTRACTOR or its subcontractors or the public, whatsoever arising out of or in connection with the performance of the PROJECT. The CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever except the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY during the existence of this contract.

The CONTRACTOR will indemnify CITY against and will hold and save CITY harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of the CONTRACTOR, its agents, employees, subcontractors, or invitees provided for herein, whether or not there is concurrent passive or active negligence on the part of CITY, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY, and in connection therewith:

a. The CONTRACTOR will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.

b. The CONTRACTOR will promptly pay any judgment or award rendered against the CONTRACTOR or CITY covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the CONTRACTOR hereunder or reasonable settlement in lieu of judgment or award, and the CONTRACTOR agrees to save and hold the CITY harmless therefrom.

c. In the event CITY is made a party to any action or proceeding filed or prosecuted against the CONTRACTOR for damages or other claims arising out of or in connection with the PROJECT, operation, or activities of the CONTRACTOR hereunder, the CONTRACTOR agrees to pay to CITY any and all costs and expenses incurred by CITY in such action or proceeding together with reasonable attorneys' fees.

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

8. <u>INDEPENDENT CONTRACTOR:</u>

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

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

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

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

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

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

13. NOTICES: Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, UPS, etc., which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

CITY:	**CONTRACTOR:**
Mr. Michael C. Hudson	Mr. Rodney Mathis
City Engineer	President
City of Montclair	Aegis-ITS, Inc.
5111 Benito Street	3360 East La Palma Avenue
Montclair, CA 91763	Anaheim, CA 92806-2856
909-625-9441	714-666-2295

14. ASSIGNMENT: This contract may not be assigned unless approved in writing by CITY. Such assignment shall be in the form of an agreement approved by the City Council and CONTRACTOR.

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

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

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

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

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

CITY OF MONTCLAIR, CALIFORNIA

By: _____
Paul M. Eaton, Mayor

Attest: _____
Andrea M. Phillips, Deputy City Clerk

Approved as to form:

_____
Diane E. Robbins, City Attorney

AEGIS ITS, INC.-CONTRACTOR

By: _____
Title:

By: _____
Title:

EXHIBIT A
SCOPE OF MAINTENANCE SERVICES REQUIRED

ADMINISTRATIVE REQUIREMENTS

General – Contractor shall furnish all tools, equipment, apparatus, facilities, labor, material, services, traffic control, etc., and perform all work necessary to maintain in good working order all traffic signal facilities at the locations listed herein. All work performed or equipment, parts, or materials supplied shall be subject to the inspection and approval of the City Engineer or his designated representative.

Contact – Contractor shall maintain a single, local or toll free telephone number where it can be reached 24 hours per day, seven days per week for reporting signal problems. Contractor shall also provide names and telephone numbers for at least three (3) responsible individuals representing Contractor that may be contacted 24 hours per day in the event of a signal related emergency.

Equipment/Labor – Contractor shall have available and readily accessible all required tools, equipment, apparatus, materials, facilities, and skilled labor necessary to perform all work necessary to maintain traffic signal systems and safety lighting in good working order. Skilled labor is further defined as traffic signal maintenance technicians that are certified as Level II Traffic Signal Technicians as issued by the International Municipal Signal Association (IMSA). Non-skilled labor may be used for certain tasks such as relamping, cleaning, painting, etc. Prior to commencement of contract, Contractor shall submit certification papers on all employees potentially working on City signals.

Contractor shall be equipped with spare parts sufficient to return a defective signal to operation following ordinary and extraordinary trouble calls. Examples of trouble calls where spare parts may be required include damages to controller cabinets, controller cabinet components, signal poles/heads, pedestrian indications/poles, and conduit/wiring. The substitute components shall be equal to or better than those they are replacing.

Prevailing Wage – Pursuant to Section 1773 of the Labor Code of the State of California, the General Prevailing Rates of Wages have been determined and these are listed in the California Department of Transportation publication, General Prevailing Wage Rates. The contractor and any subcontractors used in connection with this maintenance contract shall not pay its employees less than the prevailing wage. This requirement is applicable to routine maintenance, preventative maintenance checks, extraordinary maintenance and any other work requested by City or required under this contract. Certified payrolls shall be submitted to City on a monthly basis.

Notification – Contractor shall provide a toll-free emergency contact telephone number for reporting signal related problems, damages, and emergencies. The number shall be in service 24 hours per day, seven days per week, and 365 days per year.

Response Time – Contractor should expect service requests outside of the Contractor's normal working or service hours. These service requests may be given by telephone, fax, e-mail, written correspondence, or other means. Contractor shall maintain 24-hour response capabilities in order to effectively address and respond to service requests.

The Contractor will need to ascertain whether service requests are of an "emergency" nature requiring an immediate response or whether the request is general in nature requiring routine response. Requests deemed to be "emergencies" shall be responded to immediately with all possible haste, arriving at the signal location within one hour of first notification. Routine requests shall be responded to within 24 hours of first notification unless other arrangements are agreed to.

The following events shall establish an emergency condition and the following action shall be taken:

1. Failure or malfunction of the traffic signal system or interruption of normal signal operations caused by or from:

   - Vehicle collisions or accidents
   - Acts of God
   - Civil disorder
   - Malicious mischief or vandalism
   - Actions of other contractors or utility companies

   Under these conditions the Contractor shall immediately restore the traffic signal to normal operations. If that is not possible due to the extent of damage, sufficient repairs shall be made to enable the intersection to operate in all red flash.

2. Whenever any traffic signal indication or indications fail at any location such that less than two indications for any one direction of travel are functional, the Contractor shall immediately restore the indication(s) to normal operation.

3. Any appurtenant traffic signal equipment such as safety lighting, traffic signal heads, street name signs, block number or other regulatory signs, warning or guide signs affixed to mast arms or poles, reported to be knocked down, dangling, or otherwise creating a public safety hazard shall be immediately repaired or removed in order to eliminate the hazard or unsafe condition. Any equipment so removed shall be scheduled for replacement.

4. Any requests received by the Contractor where the nature of the call is unclear because of incomplete or inaccurate information shall be treated as an emergency.

Record Keeping and Reporting – The Contractor shall keep a current, permanent operational record of each and every piece of traffic control or safety equipment that the Contractor is required to maintain by this contract. These records shall be kept at each maintained location on a form approved by the City. The form shall include, at a

minimum, the date, time, description of device including all model, part, and serial number, narrative of deficiencies encountered, and a detail of any and all corrective action(s) taken. Entries shall be made legibly in indelible ink and shall be initialed by the technician making the entry.

The Contractor shall also submit to the City monthly summary reports of all activities relating to traffic signal and safety lighting maintenance for each maintained location. The summary report shall list the maintenance history for the entire reporting period for each individual signal location. A chronological report of all maintenance activities throughout the month is unacceptable. The summary reports shall be submitted to the City prior to the end of the month following the reporting period. The preferred method for reporting would be by e-mail as a Word or Excel document.

The following information, at a minimum, is required for each signal location:

- Signal location
- Date and approximate time of service
- Reason for service (callout or self-initiated)
- Description of service provided
- Notation of routine, extraordinary, emergency

For the purpose of this contract a month is defined as a calendar month. A year, except as may otherwise be defined elsewhere for specific purposes, is defined as a calendar year running from January 1 to December 31.

Salvaged or Damaged Equipment – Salvaged or damaged equipment shall become the property of Contractor unless otherwise directed by the City.

MONTHLY MAINTENANCE/PREVENTATIVE MAINTENANCE CHECK-TRAFFIC SIGNALS

The Contractor shall carry on a program of continuing comprehensive routine maintenance designed to reduce or eliminate the incidences of malfunctions and operational complaints, and extend the useful life of the equipment. The Contractor shall perform the following services at each signalized intersection on a monthly basis. Unless otherwise indicated, payment for the work would be considered part of the monthly service charge for the preventative maintenance check.

1. Clean the inside and outside of all controller cabinet assemblies and meter service pedestals.

2. Ensure proper working of fan/cooling system. Clean filters as necessary. Replace filters every six months.

3. Visually inspect all relays, clocks, dials, motors, switches, etc., and adjust, make minor repairs, make major repairs, or replace as necessary. Major repairs and replacements are considered non-routine and shall be compensated based on agreed prices or on a time and materials basis with prior approval from the City.

4. Walk all the approaches of the intersection and visually inspect all signal poles, mast arms, signal heads, and indications, traffic control signs, pedestrian signals, internally illuminated street name signs, loop sealants, pull box covers, and other signal appurtenances. All traffic signal heads and pedestrian signal heads found out of alignment shall be properly aligned. Missing signs shall be replaced. Cracked or damaged loop sealants shall be resealed. All other equipment found missing or damaged shall be replaced or repaired. Realigning heads, replacing missing signs, loop repairs or recutting loops, and other damage repairs shall be compensated based on agreed prices or on a time and materials basis with prior approval from the City.

5. Check the timing of individual signal phases and internal timing circuits for all timed devices in the cabinet.

6. Maintain an accurate chronograph and set all real-time clocks to the National Bureau of Standards (WWV) time. When and where necessary, adjust clocks Daylight Savings Time within 48 hours of time changes.

7. Check the yellow phase duration on all phases by stopwatch.

8. Check detector units and systems including, but not limited to, inductive loops, video detection, microwave sensors, radio transmitters/receivers, and pedestrian push buttons for correct detection of both vehicles and pedestrians. Adjust or repair as necessary.

9. Immediately correct all safety deficiencies found during routine inspections and schedule non-emergency work with the City.

10. Check all traffic signal controller communications equipment for proper operation and adjust or repair as necessary.

11. Check all field wiring for inadequacies (i.e., proper grounding, splices etc.).

12. Check and record incoming voltage at all intersections to prevent excessive wear on the signal control equipment.

13. Paint traffic signal visors and back plates at a rate of two intersections per month.

14. Report any change out of controllers or signal timing to City's Traffic Engineer, Albert Grover and Associates.

MONTHLY MAINTENANCE/PREVENTATIVE MAINTENANCE CHECK-SAFETY LIGHTING

The Contractor shall carry on a program of continuing comprehensive routine maintenance designed to reduce or eliminate the incidences of malfunctions and operational complaints and extend the useful life of the equipment. The program shall include, but not necessarily be limited to, the following:

1. On a monthly basis, check all safety lighting systems for proper operation and replace any burned out bulbs or electronic components. Field inspections shall be conducted at night unless the electrical service is of a type that permits daytime inspection.

2. The Contractor shall repair or furnish and replace any inoperative starter boards or photoelectric controls, and any damaged or knocked down safety light assemblies.

EXTRAORDINARY MAINTENANCE

The failure or malfunction of the signal system shall be considered extraordinary when it is mainly caused by "Acts of God," civil disorder, vehicle collision, vandalism, construction activities, metal fatigue or defects, or merely equipment failure due to age or deterioration. Examples include the following:

1. Replacement of vehicle detection equipment (loop or video detection).

2. Relamping – Clean, polish, and inspect all fixtures at the time the traffic signals are relamped. All lamps are LEDs and will be replaced only when they burn out or at the direction of the City Engineer. At this time all broken or deteriorated parts will be replaced or changed as necessary, signal heads realigned, and mast arm mounted street name signs adjusted. This work may also be required as directed by the City Engineer.

3. Damage to interconnect communications components including cable, communications terminal panels, and system field master controllers.

4. Underground Service Alert (USA) marking, if requested.

5. Adjustment, relamping, or repair of flashing beacon at Fire Station No. 1.

6. Replacement of signal equipment due to damage by vandalism, wind, rain, fire, accident, etc.

7. Requests for information or other services from the City.

CITY OF MONTCLAIR TRAFFIC SIGNAL LOCATIONS

No.	Location
1	Central Avenue and Richton Street
2	Central Avenue and Arrow Highway
3	Central Avenue and Olive Street/Target
4	Central Avenue and Moreno Street
5	Central Avenue and East Plaza Lane
6	Central Avenue and Costco Drive
7	Central Avenue and Palo Verde Street
8	Central Avenue and San Bernardino Street
9	Central Avenue and Benito Street
10	Central Avenue and Orchard Street
11	Central Avenue and Kingsley Street
12	Central Avenue and Holt Boulevard
13	Monte Vista Avenue and Richton Street
14	Monte Vista Avenue and Arrow Highway
15	Monte Vista Avenue and Moreno Street
16	Monte Vista Avenue and San Jose Street/West Plaza
17	Monte Vista Avenue and San Bernardino Street
18	Monte Vista Avenue and Benito Street
19	Monte Vista Avenue and Orchard Street
20	Monte Vista Avenue and Kingsley Street
21	Monte Vista Avenue and Holt Boulevard
22	Mills Avenue and San Bernardino Street
23	Mills Avenue and Kingsley Street
24	Richton Street and Montclair Transcenter
25	Arrow Highway and Fremont Avenue
26	Moreno Street/7th Street and Benson Avenue
27	Moreno Street and Vernon Avenue/Plaza East
28	Moreno Street and Target/Plaza
29	Moreno Street and Fremont Avenue/Plaza
30	Moreno Street and Lindero Avenue/Plaza
31	Palo Verde Street and Fremont Avenue
32	San Bernardino Street and Fremont Avenue
33	Holt Boulevard and Benson Avenue
34	Holt Boulevard and Vernon Avenue
35	Holt Boulevard and Ramona Avenue
36	Holt Boulevard and Amherst Avenue
37	Mission Boulevard and Ramona Avenue
38	Montclair Plaza
39	Mission Boulevard and Monte Vista Avenue
40	State Street and Camulos Avenue
41	Ramona Avenue and Dale Street
42	Mission Boulevard and Fremont
43	Central Avenue and Howard Street
44	Arrow Highway and Police Department Way
Beacon	Fire Station 1 – Monte Vista south of Arrow Highway

	Signals not in contract
	Benson Avenue and Arrow Highway/8th Street Mission Boulevard and Central Avenue Mission Boulevard and Pipeline Avenue Mission Boulevard and Roswell Avenue Holt Boulevard and Mills Avenue Palo Verde Street and I-10 EB On Ramp Monte Vista Avenue and I-10 Ramps Central Avenue and I-10 Ramps

EXHIBIT B
COST OF SERVICES

Monthly Maintenance/Preventative Maintenance Check per intersection $52.00

Description	Regular	Overtime	Double Time
Labor			
Supervisor	$73.78	$73.78	N/A
Lead Technician	$84.33	$115.16	$145.98
Technician	$84.33	$115.16	$145.98
Lead Utility Technician	$84.33	$115.16	$145.98
Utility Technician	$84.33	$115.16	$145.98
Lab Technician	$71.94	$98.22	N/A
Laborer	$63.50	$86.70	$109.90
Relamper	$35.64	$48.66	N/A
Equipment			
Technician Van	$10.78	N/A	N/A
Bucket Truck to 36 feet	$15.32	N/A	N/A
Utility Truck	$16.46	N/A	N/A
Bucket Truck above 36 feet	$18.16	N/A	N/A
Crane Truck	$39.73	N/A	N/A
Arrow Board	$16.74	N/A	N/A
Air Compressor w/tools	$16.51	N/A	N/A
Dump Truck	$24.97	N/A	N/A
Materials			
All	Cost plus 20%	N/A	N/A
Miscellaneous			
6-foot diameter loop and lead in cable	$350.00	N/A	N/A

Note: Any equipment used, but not on the above listing, will be charged at local rental rates. Any rental equipment will be charged at cost plus 20%.

AGENDA REPORT

SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 15-3097 CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE CITY OF MONTCLAIR'S INCORPORATED AREA IN THE CALIFORNIA HOME FINANCE AUTHORITY (CHF) COMMUNITY FACILITIES DISTRICT NO. 2014-1 TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS, ELECTRIC VEHICLE CHARGING INFRASTRUCTURE IMPROVEMENTS, AND APPROVING ASSOCIATE MEMBERSHIP IN CHF CONSIDER ADOPTION OF RESOLUTION NO. 15-3098 CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE CITY OF MONTCLAIR'S INCORPORATED AREA IN THE CALIFORNIA HOME FINANCE AUTHORITY (CHF) PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS, ELECTRIC VEHICLE CHARGING INFRASTRUCTURE, AND APPROVING ASSOCIATE MEMBERSHIP IN CHF	**DATE:**	September 21, 2015
		SECTION:	RESOLUTIONS
		ITEM NO.:	2
		FILE I.D.:	PCE030
		DEPT.:	ADMIN. SVCS.

REASON FOR CONSIDERATION: On August 1, 2012, the San Bernardino Associated Governments (SANBAG) Board of Directors approved a number of contracts with a team of firms for the formation and ongoing operation of a Property Assessed Clean Energy (PACE) program in compliance with AB 811 and AB 474. These companion bills facilitate energy and water efficiency of existing homes and businesses by providing loans to property owners that are to be paid back over a designated period of time through property assessments.

Copies of proposed Resolution Nos. 15-3097 and 15-3098 are attached for the City Council's review and consideration.

BACKGROUND: On January 7, 2013, the City Council approved Agreement No. 13-04 between SANBAG and the City of Montclair for participation in a PACE program. SANBAG launched a countywide PACE program, known as the SANBAG Home Energy Renovation Opportunity (HERO) Program, to facilitate the installation of renewable energy, energy efficiency and water conservation projects.

The SANBAG HERO Program allows local government entities to offer sustainable energy project loans to eligible property owners. Loans are facilitated through creation of financing districts to provide the economic incentive for property owners to finance

Prepared by:	M Tuta	Fiscal Impact Finance Review:	Donald L. Parker
Proofed by:	Stephanie Hick	Reviewed and Approved By:	

onsite renewable generation installations and energy efficiency improvements. Loans are repaid through voluntary assessments on property tax bills.

The finance district approach adds a powerful new option to the clean energy finance landscape. SANBAG and interested property owners enter into contractual agreements to finance the installation of eligible renewable energy, energy efficiency, or water efficiency improvements that are permanently fixed to the property.

Under SANBAG HERO Program guidelines, SANBAG lends property owners the funds for improvements. The amount of the loan plus a fixed interest amount is repaid through an assessment on properties enrolled in the program. The term of the loan can be from 5 to 20 years.

SANBAG finances the HERO Program by selling bonds, which are secured by property tax assessments paid by property owners, to private investors. SANBAG has been able to secure commitments from private investors for up to $200 million in loans.

PACE programs have been proven to be a very successful financing tool in California. PACE programs are operating in over 250 jurisdictions throughout the state, and nearly half a billion dollars in energy efficiency, water efficiency, and renewable projects have been funded.

Since 2012, additional PACE programs have been established in California creating a marketplace for competition between PACE providers allowing consumers a greater variety of providers to consider when electing to utilize PACE financing.

Currently, three different firms have been reviewed by SANBAG to be a provider of PACE programs. These include Counterpointe Energy, Renew Financial, and Ygrene Energy Fund, LLC. In order for residential and commercial property owners to benefit from and participate in one of these additional PACE programs the City must adopt a resolution approving participation in one of these additional programs.

California Home Finance Authority

California Home Finance Authority (CHF), which is in the process of formally changing its name to Golden State Finance Authority, is a joint exercise of powers authority (JPA) established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California Section 6500 (Act) and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (Authority JPA).

CHF has established two PACE programs for residential, commercial, industrial, and agricultural properties to address high up-front costs for property owners who wish to improve their properties through installation of measures that will generate renewable energy or reduce their energy and water use. By offering low cost financing, CHF's PACE programs allow construction of these projects to proceed and, in the process, stimulate building activity and the overall local economy, reduce peak energy demand, increase property values, and generate savings on utility bills for property owners.

CHF contracts with Ygrene Energy Fund CA, LLC (Ygrene) to serve as the program administrator and to operate the Ygrene Works for California PACE Program.

PACE Financing Programs

CHF has established two PACE programs under the legislative authority of two separate California PACE laws:

SB 555 PACE Community Facilities District: SB 555 amended the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code and particularly in accordance with sections 53313.5(l) and 53328.1(a) (Mello-Roos Act), to allow for the creation of Community Facilities Districts (CFDs) for the purpose of financing or refinancing the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy, and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property.

Individual properties can be annexed into a district and be subject to a special tax that is imposed to repay project financing only if (i) a city adopts a resolution consenting to the inclusion of parcels in the incorporated areas of the city within the CFD and (ii) each participating owner provides its unanimous written approval for annexation of its property into the PACE CFD.

AB 811 PACE Contractual Assessment Program: AB 811 added Chapter 29 to the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code. This legislation authorized cities and counties to establish voluntary contractual assessment programs for the purpose of financing private property improvements that promote renewable energy generation, energy and water efficiency, and electric vehicle charging infrastructure.

As with the SB 555 CFDs, properties can be annexed into an AB 811 PACE program and be subject to a property tax assessment that is imposed to repay project financing only if (i) a city adopts a resolution consenting to the inclusion of parcels in the incorporated areas of a city within the PACE program and (ii) each participating owner consents in writing to the annexation of its property into the PACE program.

PACE programs allow local government entities to offer sustainable energy project loans to eligible property owners. Loans are facilitated through creation of CFDs—these financing districts provide the economic incentive for property owners to finance onsite renewable generation installations and energy efficiency improvements. Loans are repaid through voluntary assessments on property tax bills.

Proposed Resolution Nos. 15-3097 and 15-3098

Proposed Resolution No. 15-3097 would allow the City to join the CHF JPA as an Associate Member and permits property owners within the incorporated area of the City to participate in the CHF CFD.

Proposed Resolution No. 15-3098 would allow the City to join the CHF JPA as an Associate Member and permits property owners within the incorporated area of the City to participate in the CHF PACE program.

Each proposed resolution also authorizes CHF (i) to accept applications from property owners within the City's incorporated area to finance authorized improvements; and (ii) to conduct proceedings and levy special taxes or contractual assessments, as applicable, on the property of participating owners.

FISCAL IMPACT: Adoption of proposed Resolution Nos. 15-3097 and 15-3098 would allow the City to participate in the California Home Finance Authority Community Facilities District and Property Assessed Clean Energy programs and would make the City an associate member of the California Home Finance Authority JPA. There would be no direct fiscal impact to the City's General Fund should the City Council approve proposed Resolution Nos. 15-3097 and 15-3098.

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

1. Adopt Resolution No. 15-3097 consenting to the inclusion of properties within the City of Montclair's incorporated area in the California Home Finance Authority (CHF) Community Facilities District No. 2014-1 to finance renewable energy generation, energy and water efficiency improvements, electric vehicle charging infrastructure improvements, and approving associate membership in CHF.

2. Adopt Resolution No. 15-3098 consenting to the inclusion of properties within the City of Montclair's incorporated area in the California Home Finance Authority (CHF) PACE Program to finance renewable energy generation, energy and water efficiency improvements, electric vehicle charging infrastructure improvements, and approving associate membership in CHF.

RESOLUTION NO. 15-3097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE CITY OF MONTCLAIR'S INCORPORATED AREA IN THE CALIFORNIA HOME FINANCE AUTHORITY (CHF) COMMUNITY FACILITIES DISTRICT NO. 2014-1 TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS, ELECTRIC VEHICLE CHARGING INFRASTRUCTURE IMPROVEMENTS, AND APPROVING ASSOCIATE MEMBERSHIP IN CHF

WHEREAS, the California Home Finance Authority, a California joint powers authority, (Authority) has established the Community Facilities District No. 2014-1(Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code (Act) and particularly in accordance with sections 53313.5(l) and 53328.1(a) (District); and

WHEREAS, the purpose of the District is to finance or refinance (including the payment of interest) the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property (Authorized Improvements); and

WHEREAS, the Authority is in the process of amending the Authority Joint Powers Agreement (Authority JPA) to formally change its name to the Golden State Finance Authority; and

WHEREAS, the City of Montclair (City) is committed to development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in the Act, the Legislature has authorized a parcel within the territory of the District to annex to the District and be subject to the special tax levy of the District only (i) if a city/county within which the parcel is located has consented, by the adoption of a resolution by the applicable city council/county board of supervisors, to the inclusion of parcels within its boundaries in the District and (ii) with the unanimous written approval of the owner or owners of the parcel when it is annexed (Unanimous Approval Agreement), which, as provided in section 53329.6 of the Act, shall constitute the election required by the California Constitution; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy efficiency and water conservation and in doing so cooperate with the Authority in order to efficiently and economically assist property owners within the City in financing such Authorized Improvements; and

WHEREAS, the Authority has established the District, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the

programs of the JPA, and to assist property owners within the incorporated area of the City in financing the cost of installing Authorized Improvements; and

WHEREAS, the City will not be responsible for the conduct of any special tax proceedings; the levy and collection of special taxes or any required remedial action in the case of delinquencies in the payment of any special taxes in connection with the District.

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. The City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority CFD No. 2014-1 to finance the installation of the Authorized Improvements.

Section 2. The City Council consents to inclusion in the Authority CFD No. 2014-1 of all of the properties in the incorporated area within the City and to the Authorized Improvements, upon the request of and execution of the Unanimous Approval Agreement by the owners of such properties when such properties are annexed, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by the Authority for the purposes thereof.

Section 3. The consent of the City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority CFD No. 2014-1 and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Authorized Improvements.

Section 4. The City Council hereby approves joining the JPA as an Associate Member and authorizes the City Manager or designee to execute any necessary documents to effectuate such membership.

Section 5. This Resolution shall take effect immediately upon its adoption. The Deputy City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

APPROVED AND ADOPTED this XX day of XX, 2015.

_____
Mayor

ATTEST:

_____
Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 15-3097 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, 2015, and that it was adopted by the following vote, to-wit:

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

_____

Andrea M. Phillips
Deputy City Clerk

CALIFORNIA HOME FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated December 10, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or **"RCRC"** means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting

in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act..

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

(1) executing contracts,
(2) employing agents, consultants and employees,
(3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
(4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
(5) incurring debts, liabilities or obligations,
(6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
(7) suing and being sued in its own name, and litigating or settling any suits or claims,
(8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
(9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water

conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the

rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except

that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars ($100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. <u>Composition</u>

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change

in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars ($5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants 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.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, 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 Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made 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 a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

20. Miscellaneous

a. **Counterparts.** 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.

b. **Construction.** The section headings herein are for convenience only and are not to

be construed as modifying or governing the language in the section referred to.

c. **Approvals**. Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue**. This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment**. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **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 of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993
Amended and restated December 10, 1998
Amended and restated February 18, 1999
Amended and restated September 18, 2002
Amended and restated January 28, 2004
Amended and restated December 10, 2014

[*SIGNATURES ON FOLLOWING PAGES*]

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

_____ Dated:_____

By:_____

Name:_____

Title:_____

Attest:

By _____
[Clerk of the Board Supervisors or City Clerk]

AFTER EXECUTION, PLEASE SEND TO:

Golden State Finance Authority
(formerly California Home Finance Authority)
1215 K Street, Suite 1650
Sacramento, CA 95814

ATTACHMENT 1
CALIFORNIA HOME FINANCE AUTHORITY MEMBERS

As of December 10, 2014

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County

RESOLUTION NO. 15-3098

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE CITY OF MONTCLAIR'S INCORPORATED AREA IN THE CALIFORNIA HOME FINANCE AUTHORITY (CHF) PACE PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS, ELECTRIC VEHICLE CHARGING INFRASTRUCTURE, AND APPROVING ASSOCIATE MEMBERSHIP IN CHF

WHEREAS, the California Home Finance Authority (Authority) is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (Act) and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (Authority JPA); and

WHEREAS, the Authority is in the process of amending the Authority JPA to formally change its name to the Golden State Finance Authority; and

WHEREAS, the Authority has established a property-assessed clean energy (PACE) Program (Authority PACE Program) to provide for the financing of renewable energy generation, energy and water efficiency improvements, and electric vehicle charging infrastructure (Improvements) pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code (Chapter 29) within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, the City of Montclair (City) is committed to development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the Authority PACE Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency, and in doing so cooperate with the Authority in order to efficiently and economically assist property owners within the City in financing such Improvements; and

WHEREAS, the Authority has established the Authority PACE Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA

Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and to assist property owners within the jurisdiction of the City in financing the cost of installing authorized Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the Authority PACE Program.

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority PACE Program to finance the installation of the Authorized Improvements.

Section 2. This City Council consents to inclusion in the Authority PACE Program of all of the properties in the incorporated area within the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by the Authority for the purposes thereof.

Section 3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority PACE Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

Section 4. The City Council hereby approves joining the JPA as an Associate Member and authorizes the City Manager or designee to execute any necessary documents to effectuate such membership.

Section 5. This Resolution shall take effect immediately upon its adoption. The Deputy City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

APPROVED AND ADOPTED this XX day of XX, 2015.

_____
Mayor

ATTEST:

_____
Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 15-3098 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, 2015, and that it was adopted by the following vote, to-wit:

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

_____

Andrea M. Phillips
Deputy City Clerk

CALIFORNIA HOME FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated December 10, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or **"RCRC"** means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting

in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act..

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

(1) executing contracts,
(2) employing agents, consultants and employees,
(3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
(4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
(5) incurring debts, liabilities or obligations,
(6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
(7) suing and being sued in its own name, and litigating or settling any suits or claims,
(8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
(9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water

conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the

rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except

that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars ($100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. <u>Composition</u>

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change

in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars ($5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants 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.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, 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 Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made 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 a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

20. Miscellaneous

a. **Counterparts.** 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.

b. **Construction.** The section headings herein are for convenience only and are not to

be construed as modifying or governing the language in the section referred to.

c. **Approvals**. Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue**. This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment**. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **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 of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993
Amended and restated December 10, 1998
Amended and restated February 18, 1999
Amended and restated September 18, 2002
Amended and restated January 28, 2004
Amended and restated December 10, 2014

[*SIGNATURES ON FOLLOWING PAGES*]

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

_____ Dated:_____

By:_____

Name:_____

Title:_____

Attest:

By _____
[Clerk of the Board Supervisors or City Clerk]

AFTER EXECUTION, PLEASE SEND TO:

Golden State Finance Authority
(formerly California Home Finance Authority)
1215 K Street, Suite 1650
Sacramento, CA 95814

ATTACHMENT 1
CALIFORNIA HOME FINANCE AUTHORITY MEMBERS

As of December 10, 2014

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County

AGENDA REPORT

SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 15-3099 CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE CITY OF MONTCLAIR'S INCORPORATED AREA IN THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (CSCDA) TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS, AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE IMPROVEMENTS	**DATE:**	September 21, 2015
		SECTION:	RESOLUTIONS
		ITEM NO.:	3
		FILE I.D.:	PCE040
		DEPT.:	ADMIN. SVCS.

REASON FOR CONSIDERATION: On August 1, 2012, the San Bernardino Associated Governments (SANBAG) Board of Directors approved a number of contracts with a team of firms for the formation and ongoing operation of a Property Assessed Clean Energy (PACE) program in compliance with AB 811 and AB 474. These companion bills facilitate energy and water efficiency of existing homes and businesses by providing loans to property owners that are to be paid back over a designated period of time through property assessments.

A copy of proposed Resolution No. 15-3099 is attached for the City Council's review and consideration.

BACKGROUND: On January 7, 2013, the City Council approved Agreement No. 13-04 between SANBAG and the City of Montclair for participation in a PACE program. SANBAG launched a countywide PACE program, known as the SANBAG HERO Program, to facilitate the installation of renewable energy, energy efficiency and water conservation projects.

The SANBAG HERO Program allows local government entities to offer sustainable energy project loans to eligible property owners. Loans are facilitated through creation of financing districts to provide the economic incentive for property owners to finance onsite renewable generation installations and energy efficiency improvements. Loans are repaid through voluntary assessments on property tax bills.

The finance district approach adds a powerful new option to the clean energy finance landscape. SANBAG and interested property owners enter into contractual agreements to finance the installation of eligible renewable energy, energy efficiency, or water efficiency improvements that are permanently fixed to the property.

Under SANBAG HERO Program guidelines, SANBAG lends property owners the funds for improvements. The amount of the loan plus a fixed interest amount is repaid through an assessment on properties enrolled in the program. The term of the loan can be from 5 to 20 years in length.

Prepared by:		Fiscal Impact Finance Review:	
Proofed by:		Reviewed and Approved By:	

SANBAG finances the HERO Program by selling bonds, which are secured by property tax assessments paid by property owners, to private investors. SANBAG has been able to secure commitments from private investors for up to $200 million in loans.

PACE programs have been proven to be a very successful financing tool in California. PACE programs are operating in over 250 jurisdictions throughout the state, and nearly half a billion dollars in energy efficiency, water efficiency, and renewable projects have been funded.

Since 2012, additional PACE programs have been established in California creating a marketplace for competition between PACE providers allowing consumers a greater variety of providers to consider when electing to utilize PACE financing.

Currently, three different firms have been reviewed by SANBAG to be a provider of PACE programs. These include Counterpointe Energy, Renew Financial, and Ygrene Energy Fund, LLC. In order for residential and commercial property owners to benefit from and participate in one or all of these additional PACE programs the City must adopt a resolution approving participation in these additional programs.

California Statewide Communities Development Authority

California Statewide Communities Development Authority (CSCDA), the largest Joint Powers Authority in California, founded and sponsored by the League of California Cities and California State Association of Counties (CSAC), is implementing PACE programs under the provisions of Chapter 29 of Division 7 of the Streets & Highways Code (AB 811) on behalf of its member counties and cities.

AB 811 added Chapter 29 to the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code. This legislation authorized cities and counties to establish voluntary contractual assessment programs for the purpose of financing private property improvements that promote renewable energy generation, energy and water efficiency, and electric vehicle charging infrastructure.

CSCDA's Commissioners pre-qualified and appointed two PACE administrators to manage the CSCDA Open PACE program in order to offer members turn-key PACE solutions that provide residential and commercial property owners choice among prequalified PACE financing providers, creating competition on terms, service, and interest rates. The prequalified program administrators operating the following programs are CounterPointe Energy Solutions (AllianceNRG ProgramTM 3) and Renewable Funding LLC (administering CaliforniaFIRST).

Participation in the CSCDA Open PACE program is voluntary by property owners. The improvements installed on the owner's property are financed by the issuance of bonds by CSCDA. The bonds are secured by a voluntary contractual assessment levied on the owner's property. Property owners who wish to participate in the CSCDA Open PACE program agree to repay the money through the voluntary contractual assessment collected with property taxes. The voluntary contractual assessments will be levied by CSCDA and collected in annual installments.

The CSCDA's Open PACE program offers turnkey solutions to save California jurisdictions the time and resources of developing standalone PACE programs. It should be noted that the City is a member of the CSCDA Joint Exercise of Powers Agreement pursuant to Agreement No. 05-105.

Proposed Resolution No. 15-3099 enables the CSCDA Open PACE program to be available to owners of residential and commercial property within the City of Montclair to finance permanently fixed renewable energy, energy efficiency, water efficiency, and seismic strengthening improvements as well as electric vehicle charging infrastructure.

FISCAL IMPACT: Adoption of proposed Resolution No. 15-3099 would allow the City to participate in the CSCDA Open PACE programs. There would be no direct fiscal impact to the City's General Fund should the City Council approve proposed Resolution No. 15-3099.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 15-3099 consenting to the inclusion of properties within the City of Montclair's incorporated area in the California Statewide Communities Development Authority (CSCDA) to finance renewable energy generation, energy and water efficiency improvements, and electric vehicle charging infrastructure improvements.

RESOLUTION NO. 15-3099

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE CITY OF MONTCLAIR'S INCORPORATED AREA IN THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (CSCDA) TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS, AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE IMPROVEMENTS

WHEREAS, the California Statewide Communities Development Authority (Authority) is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of Montclair (City); and

WHEREAS, the Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CSCDA Open PACE, consisting of CSCDA Open PACE programs each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the Programs), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (Improvements) through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code (Chapter 29) within counties and cities throughout the State of California that consent to the inclusion of properties within their respective jurisdictions in the Programs and the issuance of bonds from time to time; and

WHEREAS, the program administrators currently active in administering Programs are CounterPointe Energy Solutions (AllianceNRG ProgramTM 3) and Renewable Funding LLC (administering CaliforniaFIRST) and the Authority will notify the City in advance of any additions or changes; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property (Participating Property Owners) within its incorporated area to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within the City's incorporated area and to issue bonds to finance or refinance Improvements; and

WHEREAS, the territory within which assessments may be levied for the Programs shall include all of territory within the City's incorporated area; and

WHEREAS, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. The City Council hereby finds and declares that properties in the incorporated area of the City will benefit from the availability of the Programs within the incorporated area of the City and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

Section 2. In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the incorporated area of the City and the issuance of bonds to finance or refinance Improvements; provided, that.

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

Section 3. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense.

Section 4. The City Manager or designee are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements, and related documents as are reasonably required by the Authority to implement the Programs.

Section 5. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

Section 6. This Resolution shall take effect immediately upon its adoption. The Deputy City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority at: Secretary of the Board, California Statewide Communities Development Authority, 1400 K Street, Sacramento, CA 95814.

APPROVED AND ADOPTED this XX day of XX, 2015.

_____
Mayor

ATTEST:

_____
Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 15-3099 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, 2015, and that it was adopted by the following vote, to-wit:

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

_____
Andrea M. Phillips
Deputy City Clerk

AGENDA REPORT

SUBJECT:	CONSIDER SUCCESSOR AGENCY BOARD OF DIRECTORS' ADOPTION OF RESOLUTION NO. 15-04 ADOPTING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR JANUARY 1, 2016, THROUGH JUNE 30, 2016; ADOPTING AN ADMINISTRATIVE BUDGET FOR JANUARY 1, 2016, THROUGH JUNE 30, 2016; AND AUTHORIZING CERTAIN OTHER ACTIONS PURSUANT TO SECTION 34177 OF PART 1.85 OF THE HEALTH AND SAFETY CODE	**DATE:**	September 21, 2015
		SECTION:	RESOLUTIONS
		ITEM NO.:	4
		FILE I.D.:	SAG050
		DEPT.:	SUCCESSOR RDA

REASON FOR CONSIDERATION: AB 1484 was adopted by the State Legislature and signed by the Governor on June 29, 2012. This legislation is considered a cleanup bill to the Redevelopment Dissolution Bill legislation, AB X1 26. AB 1484 advanced the time for submittal of the Recognized Obligation Payment Schedules (ROPS) 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, 2016, through June 30, 2016, and the Administrative Budget for the same period was approved by the Oversight Board on September 9, 2015.

The City Council, acting as the successor to the City of Montclair Redevelopment Agency Board of Directors, is therefore requested to adopt proposed Resolution No. 15-04 approving the ROPS and the Administrative Budget for the period from January 1, 2016, through June 30, 2016. A copy of the ROPS and the Administrative Budget is included in the agenda packets for review and consideration by the Successor Agency Board of Directors.

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 Board of Directors of 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 the Department of Finance, and to the State Controller's Office.

Prepared by:	Marilyn Stearns	Fiscal Impact Finance Review:	Donald L. Parker
Proofed by:	Andrea M. Phillips	Reviewed and Approved By:	

On February 21, 2012, the City Council, acting as Successor Agency to the Redevelopment Agency, adopted the initial Recognized Obligation Payment Schedule. The ROPS sets forth the minimum payment amounts and due dates of payments required by enforceable obligations for each six-month fiscal period. The first ROPS concerned the period from January 1, 2012, through June 30, 2012.

The second ROPS setting forth the obligations of the former Redevelopment Agency for the period from July 1, 2012, through December 31, 2012, was approved by the Successor Agency Board of Directors on May 7, 2012. The third ROPS for the period from January 1, 2013, through June 30, 2013, was approved by the Successor Agency on August 20, 2012. The fourth ROPS for the period from July 1, 2013, through December 31, 2013, was approved by the Successor Agency Board of Directors on March 18, 2013. The fifth ROPS covering the period from January 1, 2014, through June 30, 2014, was approved by the Successor Agency on September 16, 2013. On February 18, 2014, the Successor Agency Board of Directors approved the ROPS for July 1, 2014 through December 31, 2014. Resolution No. 14-05, adopted by the Successor Agency Board of Directors on September 15, 2014, approved the ROPS and the Administrative Budget for the first half of 2015.

The Successor Agency Board of Directors adopted of Resolution No. 15-01 approving the ROPS and the Administrative Budget for July 1, 2015 through December 31, 2015 on March 2, 2015.

The Successor Agency Board of Directors is now asked to consider adoption of Resolution No. 15-04 approving the ROPS and the Administrative Budget for January 1, 2016 through June 30, 2016.

FISCAL IMPACT: The purpose of the ROPS is to identify payments that must be made to satisfy former Redevelopment Agency obligations from January 1, 2016, 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. 15-04 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, 2016, through June 30, 2016, 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. 15-04 adopting a Recognized Obligation Payment Schedule for January 1, 2016, through June 30, 2016; adopting an Administrative Budget for January 1, 2016, through June 30, 2016; and authorizing certain other actions pursuant to Section 34177 of Part 1.85 of the Health and Safety Code.

RESOLUTION NO. 15-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, ACTING AS SUCCESSOR TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY, ADOPTING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR JANUARY 1, 2016, THROUGH JUNE 30, 2016; ADOPTING AN ADMINISTRATIVE BUDGET FOR JANUARY 1, 2016, THROUGH JUNE 30, 2016; 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 schedule ("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 obligation payment schedule ("IROPS") and authorized the City Manager or authorized designee to augment or modify the IROPS and transmitted such IROPS to the City (to be serving as Successor Agency) and to the County Auditor-Controller, the Department of Finance and the State Controller's Office the City, serving as Successor Agency; and

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

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

WHEREAS, the initial ROPS was approved by the Successor Agency to the City of Montclair Redevelopment Agency on February 21, 2012; and

WHEREAS, after the formation of the Oversight Board to the former City of Montclair Redevelopment Agency, the initial ROPS was approved by the Oversight Board for the period of January 1, 2012, through June 30, 2012, on April 25, 2012 and was subsequently revised by the Oversight Board on May 9, 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 Oversight Board to the former City of Montclair Redevelopment Agency approved second ROPS for the period from July 1, 2012, through December 31, 2012, on June 13, 2012, and ordered its submittal to the Department of Finance and County Auditor-Controller's office; 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 (January 1, 2013, through June 30, 2013) on August 20, 2012; and

WHEREAS, the Oversight Board to the former City of Montclair Redevelopment Agency approved the ROPS for the period from January 1, 2013, through June 30, 2013, on August 27, 2012, and ordered its submittal to the Department of Finance and County Auditor-Controller's Office; and

WHEREAS, the City, as Successor Agency, approved its fourth ROPS for the period from July 1, 2013, through December 31, 2013, on March 18, 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 27, 2013, and ordered its submittal to the Department of Finance and County Auditor-Controller's Office; and

WHEREAS, the fifth ROPS (January 1, 2014, through June 30, 2014) was approved by the City as Successor Agency on September 16, 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, 2013, and ordered its submittal to the Department of Finance and the County Auditor-Controller's Office; and

WHEREAS, the sixth ROPS July 1, 2014, through December 31, 2014) was approved by the City as Successor Agency on February 18, 2014; and

WHERAS, 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, the seventh ROPS for January 1, 2015, through June 30, 2015, was approved by the City, as Successor Agency, on September 15, 2014; and

WHEREAS, the Oversight Board to the former City of Montclair Redevelopment Agency approved the ROPS for January 1, 2015, through June 30, 2015, on September 10, 2014, and ordered its submittal to the Department of Finance and County Auditor-Controller's Office; and

WHEREAS, the eighth ROPS for July 1, 2015, through December 31, 2015, was approved by the City, as Successor Agency, on March 2, 2015; and

WHEREAS, the Oversight Board to the former City of Montclair Redevelopment Agency approved the ROPS for the period from July 1, 2015, through December 31, 2015, on February 11, 2015, and ordered its submittal to the Department of Finance and County Auditor-Controller's Office; and

WHEREAS, by this Resolution, the City Council, serving as and on behalf of the Successor Agency, will duly consider ROPS 15-16B (January 1, 2016, through June 30, 2016); 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, 2016, through June 30, 2016, on September 9, 2015; 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 will be posted on the Successor Agency's Internet Web site.

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

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

Section 2. The ROPS and the Administrative Budget for the period from January 1, 2016, through June 30, 2016, is approved together with such augmentation, modification, additions, or revisions as the City Manager or authorized designees may make thereto.

Section 3. The City Council, acting as Successor to Board of Directors of the City of Montclair Redevelopment Agency acknowledges that the ROPS 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, 2015.

_____

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, Andrea M. Phillips, 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. 15-04 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 2015, and that it was adopted by the following vote, to-wit:

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

_____
Andrea M. Phillips, Deputy City Clerk,
Acting as Successor to the Secretary of
the City of Montclair Redevelopment Agency

Recognized Obligation Payment Schedule (ROPS 15-16B) - Summary

Filed for the January 1, 2016 through June 30, 2016 Period

Name of Successor Agency: **Montclair**

Name of County: San Bernardino

	Current Period Requested Funding for Outstanding Debt or Obligation	Six-Month Total
A	**Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding Sources (B+C+D):**	**$ 995,079**
B	Bond Proceeds Funding (ROPS Detail)	-
C	Reserve Balance Funding (ROPS Detail)	-
D	Other Funding (ROPS Detail)	995,079
E	**Enforceable Obligations Funded with RPTTF Funding (F+G):**	**$ 3,442,441**
F	Non-Administrative Costs (ROPS Detail)	3,317,441
G	Administrative Costs (ROPS Detail)	125,000
H	**Total Current Period Enforceable Obligations (A+E):**	**$ 4,437,520**

	Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding	
I	Enforceable Obligations funded with RPTTF (E):	3,442,441
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	(6,154)
K	**Adjusted Current Period RPTTF Requested Funding (I-J)**	**$ 3,436,287**

	County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding	
L	Enforceable Obligations funded with RPTTF (E):	3,442,441
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
N	**Adjusted Current Period RPTTF Requested Funding (L-M)**	**3,442,441**

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

Name Title

/s/

Signature Date

Montclair Recognized Obligation Payment Schedule (ROPS 15-16B) - ROPS Detail
January 1, 2016 through June 30, 2016
(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
										Funding Source					
										Fund (Non-RPTTF)			RPTTF		
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	Six-Month Total
								$ 68,112,499		$ -	$ -	$ 995,079	$ 3,317,441	$ 125,000	$ 4,437,520
1	1997 Taxable Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	11/1/1997	10/1/2021	Bank of New York Mellon	Bond Issue to Fund Non-Housing Projects	Project Area 1	158,180	N				32,180		$ 32,180
2	2007A Tax Allocation Refunding Bonds	Bonds Issued On or Before 12/31/10	9/27/2007	9/1/2035	Bank of New York Mellon	Bond Issue to Fund Non-Housing Projects	Project Area 3	32,593,856	N				1,594,950		$ 1,594,950
3	2007B Taxable Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	9/27/2007	9/1/2027	Bank of New York Mellon	Bond Issue to Fund Non-Housing Projects	Project Area 3	3,317,792	N				295,341		$ 295,341
4	2004 Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	2/23/2004	10/1/2031	Bank of New York Mellon	Bond Issue to Fund Non-Housing Projects	Project Area 4	5,542,250	N				370,250		$ 370,250
5	2001 Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	7/6/2001	10/1/2030	Bank of New York Mellon	Bond Issue to Fund Non-Housing Projects	Project Area 5	10,709,045	N			511,502	255,958		$ 767,460
6	2006A Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	6/16/2006	10/1/2033	Bank of New York Mellon	Bond Issue to Fund Non-Housing Projects	Project Area 5	9,337,410	N			379,738	190,023		$ 569,761
7	2006B Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	6/16/2006	10/1/2033	Bank of New York Mellon	Bond Issue to Fund Non-Housing Projects	Project Area 5	5,352,188	N			103,839	51,961		$ 155,800
10	Contract for Legal Services	Legal	12/9/1981	6/30/2036	Stradling, Yocca, Carlson &	Bond Counsel Legal Services	All Areas		N						$ -
12	Contract for Bond Trustee Service	Fees	12/9/1981	6/30/2036	Bank of New York Mellon	Annual Bond Trustee Fees/Costs	All Areas	12,000	N				12,000		$ 12,000
14	Contract for Bond Services	Fees	12/9/1981	6/30/2036	Bondlogistix LLC	Bond Continuing Disclosure Services	All Areas		N						$ -
15	Contract for Bond Services	Fees	12/9/1981	6/30/2036	Bondlogistix LLC	Bond Arbitrage Rebate Calculation Services	All Areas	5,000	N				5,000		$ 5,000
43	Administrative Cost Reimbursement Agreement	Admin Costs	6/3/2012	6/30/2036	City of Montclair	Administrative Reimbursement Agreement No. 12-49	All Areas	125,000	N					125,000	$ 125,000
45	Long Range Property Management Plan Administration	Property Dispositions	6/3/2012	6/30/2036	City of Montclair	Administrative Reimbursement Agreement No. 12-49		1,263	N				1,263		$ 1,263
46	Bond Indenture Reporting Requirements	Professional Services	6/3/2012	6/30/2036	City of Montclair	Administrative Reimbursement Agreement No. 12-49		8,000	N				8,000		$ 8,000
49	City of Montclair as Successor Agency for City of Montclair Redevelopment Agency vs. Department of Finance, et al	Litigation	6/3/2012	6/30/2036	Best & Krieger LLP	Legal services related to litigation			N						$ -
109	Montclair Housing Authority - Housing Entity Administrative Cost Allowance	Housing Entity Admin Cost	2/18/2014	7/1/2018	Montclair Housing Authority - Successor Housing Entity	Administrative costs in connection with low and moderate income properties		750,000	N				300,000		$ 300,000
52	Long Range Property Management Plan Preparation	Professional Services	6/3/2012	6/30/2014	City of Montclair	Prior unpaid LRPMP Costs - Unpaid Administrative Reimbursement Agreement No. 12-49		71,319	N				71,319		$ 71,319
53	Successor Agency reserves improperly applied on ROPS 13-14B and utilized not for administrative costs but other obligations	Admin Costs	6/30/2014	6/30/2014	City of Montclair	Prior Reserves claimed on ROPS 13-14B to be used to fund administrative costs but incorrectly redirected by DOF against other obligations.		129,196	N				129,196		$ 129,196
55									N						$ -
56									N						$ -
57									N						$ -
58									N						$ -
59									N						$ -
60									N						$ -
61									N						$ -
62									N						$ -
63									N						$ -
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73									N						$ -
74									N						$ -
75									N						$ -
76									N						$ -
77									N						$ -
78									N						$ -
79									N						$ -
80									N						$ -
81									N						$ -
82									N						$ -

Montclair Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Cash Balances
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [INSERT URL LINK TO CASH BALANCE TIPS SHEET]

A	B	C	D	E	F	G	H	I
		Fund Sources						
		Bond Proceeds		Reserve Balance		Other	RPTTF	
	Cash Balance Information by ROPS Period	Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, Grants, Interest, Etc.	Non-Admin and Admin	Comments
ROPS 14-15B Actuals (01/01/15 - 06/30/15)								
1	**Beginning Available Cash Balance (Actual 01/01/15)**	18,193,408	-	16,014	-	1	4,130,704	Line 7 ROPS 14-15A.
2	**Revenue/Income (Actual 06/30/15)** RPTTF amounts should tie to the ROPS 14-15B distribution from the County Auditor-Controller during January 2015	3,782,789				995,078	86,432	**Column C** - Revenue is transfer from RORF from ROPS 15-16A done in January 2015. **Column G** - Other Revenue is sale of land proceeds from 4960 Palo Verde property for $1,000,000 less selling expenses of $4,922. **Column H** - By law ROPS payment must be made in January and June and San Bernardino County pays early so it cannot be reported here as indicated and balance with cash above. Form is in Error. ROPS 14-15B RPTTF received December 2014 so it is reported in opening balance above and amount shown is ROPS 15-16A as that was received in June 2015.
3	**Expenditures for ROPS 14-15B Enforceable Obligations (Actual 06/30/15)** RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q	15,403,524		16,014			4,002,621	**Column C** - Amount represents payments of $1,173,894 for debt service made by trustee during six month period and $14,229,630 of pre 2011 bond proceeds transferred to City of Montclair in accordance with DOF approved agreement and ROPS. **Columns E & H** - From Prior Period Adjustment Form and so is $14,229,630 of pre 2011 bond proceed utilization.
4	**Retention of Available Cash Balance (Actual 06/30/15)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)							
5	**ROPS 15-16B RPTTF Prior Period Adjustment** RPTTF amount should tie to the self-reported ROPS 14-15B PPA in the Report of PPA, Column S	No entry required					6,154	
6	**Ending Actual Available Cash Balance** **C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)**	**$ 6,572,673**	**$ -**	**$ -**	**$ -**	**$ 995,079**	**$ 208,361**	
ROPS 15-16A Estimate (07/01/15 - 12/31/15)								
7	**Beginning Available Cash Balance (Actual 07/01/15)** **(C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)**	**$ 6,572,673**	**$ -**	**$ -**	**$ -**	**$ 995,079**	**$ 214,515**	Agrees to June 30, 2015 cash balances.
8	**Revenue/Income (Estimate 12/31/15)** RPTTF amounts should tie to the ROPS 15-16A distribution from the County Auditor-Controller during June 2015							**Column H** - By law ROPS payment must be made in June therefore it cannot be reported here and balance with cash above. **Form is in Error.** ROPS 15-16A RPTTF received May 2015 so it is reported above.
9	**Expenditures for ROPS 15-16B Enforceable Obligations (Estimate 12/31/15)**	2,608,894					214,515	**Column C** - Debt Service on bonds from July 1, 2015 through December 31, 2015. **Column H** - Monies on hand from ROPS 15-16A to be used through December 31, 2015.
10	**Retention of Available Cash Balance (Estimate 12/31/15)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)					995,079		**Column G** - Balance retained of $995,079 represents LRPMP net sale proceeds on hand which will be sent to Trustee in January 2016. Since debt service for bond year 2015 was received in ROPS 14-15B and sent to trustee, the offset of these monies is present in this ROPS. Since the trustee has available monies on hand to meet debt service for the remainder of 2015 these monies will be paid in January as they relate to the 2016 bond year and that will
11	**Ending Estimated Available Cash Balance (7 + 8 - 9 -10)**	**$ 3,963,779**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	

Montclair Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Prior Period Adjustments
Reported for the ROPS 14-15B (January 1, 2015 through June 30, 2015) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)
(Report Amounts in Whole Dollars)

ROPS 14-15B Successor Agency (SA) Self-reported Prior Period Adjustments (PPA): Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 14-15B (January through June 2015) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 15-16B (January through June 2016) period will be offset by the SA's self-reported ROPS 14-15B prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.

A	B	C	D	E	F	I	J	K	L	M	N	O	P	Q	R	S	T
		Non-RPTTF Expenditures				RPTTF Expenditures											
		Bond Proceeds		Reserve Balance		Non-Admin					Admin					Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16B Requested RPTTF)	
Item #	Project Name / Debt Obligation	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)	SA Comments
		$ 14,221,593	$ 14,229,630	$ 16,014	$ 16,014	$ 3,883,775	$ 3,883,775	$ 3,883,775	$ 3,879,775	$ 4,000	$ 125,000	$ 125,000	$ 125,000	$ 122,846	$ 2,154	$ 6,154	
1	1997 Taxable Tax Allocation Bonds	-		-		33,860	33,860	$ 33,860	33,860	$ -						$ -	
2	2007A Tax Allocation Refunding Bonds	-		-		1,590,600	1,590,600	$ 1,590,600	1,590,600	$ -						$ -	
3	2007B Taxable Tax Allocation Bonds	-		-		298,209	298,209	$ 298,209	298,209	$ -						$ -	
4	2004 Tax Allocation Bonds	-		-		368,250	368,250	$ 368,250	368,250	$ -						$ -	
5	2001 Tax Allocation Bonds	-		-		764,460	764,460	$ 764,460	764,460	$ -						$ -	
6	2006A Tax Allocation Bonds	-		-		571,610	571,610	$ 571,610	571,610	$ -						$ -	
7	2006B Tax Allocation Bonds	-		-		155,800	155,800	$ 155,800	155,800	$ -						$ -	
10	Contract for Legal Services	-		-		2,000	2,000	$ 2,000	-	$ 2,000						$ 2,000	
12	Contract for Bond Trustee Service	-		-		4,000	4,000	$ 4,000	4,000	$ -						$ -	
14	Contract for Bond Services	-		-		4,000	4,000	$ 4,000	4,000	$ -						$ -	
15	Contract for Bond Services	-		-		12,000	12,000	$ 12,000	10,000	$ 2,000						$ 2,000	
39	Contract for Appraisal Services	-		-		-	-	$ -		$ -						$ -	
42	Public facility, infrastructure and economic development obligations	14,221,593	14,229,630	-		-	-	$ -		$ -						$ -	
43	Administrative Cost Reimbursement Agreement	-		-		-	-	$ -		$ -						$ -	
45	Long Range Property Management Plan Administration	-		-		10,000	10,000	$ 10,000	10,000	$ -						$ -	
46	Bond Indenture Reporting Requirements	-		-		5,000	5,000	$ 5,000	5,000	$ -						$ -	
49	City of Montclair as Successor Agency for City of Montclair Redevelopment Agency vs. Department of Finance, et al	-		16,014	16,014	63,986	63,986	$ 63,986	63,986	$ -						$ -	
								$ -		$ -						$ -	
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Montclair Recognized Obligation Payment Schedule (ROPS 15-16B) - Notes
January 1, 2016 through June 30, 2016

Item #	Notes/Comments
51	In accordance with Section 34171 (p) (1) as specified in AB 471, signed by the Governor 2/18/14 and effective as urgency legislation, the Montclair Housing Authority (Successor Housing Entity) is eligible to receive a "housing administrative cost allowance". This allowance is to be up to 1% of the property taxes allocated to the RORF (Redevelopment Obligation Retirement Fund) but not less than $150,000 per fiscal year. In the current and prior fiscal years, 1% of the amount allocated to the Montclair Successor Agency RORF would be less than the prescribed $150,000 minimum threshold. Since that amount is less than the prescribed minimum threshold and since the administrative cost budget applicable to maintaining properties held by the Montclair Housing Authority is annually in excess of that amount, the minimum threshold amount would be applicable. Therefore, the minimum allocation amount of $150,000 for two years ($300,000) would be due to the Montclair Housing Authority. Since this amount was improperly rejected in ROPS 14-15A and for which litigation against Finance has, by court judgement, determined it is due to the Successor Agency for transmission to the Montclair Housing Authority it is again being claimed.
52	Prior administrative costs incurred to prepare the LRPMP have never been paid to the Successor Agency. Therefore, the Successor Agency has been unable to reimburse the City of Montclair for these costs. The Successor Agency was never notified that specific time records were required by Finance nor have any other Successor Agencies. Therefore, this enforceable obligation was improperly rejected in ROPS 14-15A and it is the subject of litigation, which by court judgement against Finance was determined to be due the Successor Agency. Therefore, it is again being claimed.
53	Reserves of Successor Agency claimed for ROPS 13-14B to be used by Successor for administrative costs since Health and Safety Code indicated administration limitation did not apply. Finance in their determination applied these reserves to other enforceable obligations. This application is improper and since it is the subject of litigation against Finance it is again being claimed.

Successor Agency for the Redevelopment Agency of the City of Montclair
Administrative Budget
January 1 to June 30, 2016

Approved by Oversight Board on September 9, 2015

Administrative Allowance

Staff Costs	% of Staff Time	Six Month Amount
City Manager	5.0%	7,957
Deputy City Manager	40.0%	45,282
Finance Director	20.0%	18,192
Finance Supervisor	5.0%	2,307
Accountant	10.0%	3,889
Office Specialist	5.0%	1,696
Deputy City Clerk	20.0%	8,094
Sub-Total		**87,417**
Administrative Costs		
Utilities (Electric, Water, Gas, Telephone)		4,000
Retiree Pension Costs		17,241
Office Supplies/Postage		100
First Tennessee Bank Safekeeping		700
Sub-Total		**22,041**
Insurance Costs		
Share of City liability insurance, public employee bonds, etc.		5,000
Sub-Total		**5,000**
Legal Costs		
Robbins & Holdaway		500
Stradling, Yocca, Carlson, & Rauth		5,000
Edward Z. Kotkin		5,000
Sub-Total		**10,500**
Unallocated		
Unallocated administration to fund overages in other categories		42
Sub-Total		**42**
TOTAL SIX MONTH ROPS AMINISTRATIVE ALLOWANCE COSTS		**125,000**

Enforceable Obligations

Staff Costs		Six Month Amount
Long Range Property Management Costs		
Deputy City Manager	10 hrs.	1,089
Finance Director	2 hrs.	175
Sub-Total		**1,263**
Bond Indenture Reporting Requirements		
Van Lant & Fankhanel, LLP - Certified Public Accountants		8,000
Sub-Total		**8,000**
TOTAL SIX MONTH ROPS ENFORCABLE OBLIGATION COSTS		**9,263**

AGENDA REPORT

SUBJECT:	RESPONSE TO PUBLIC COMMENT AT THE SEPTEMBER 8, 2015, REGULAR MEETING OF THE CITY COUNCIL REGARDING PARKING ISSUES AT THE PASEOS AT MONTCLAIR NORTH	**DATE:**	September 21, 2015
		SECTION:	RESPONSE
		ITEM NO.:	A
		FILE I.D.:	CYC225
		DEPT.:	COMMUNITY DEV.

REASON FOR CONSIDERATION: During the "Public Comment" portion of the City Council meeting on September 8, 2015, resident Bruce Culp addressed the City Council regarding parking problems at The Paseos at Montclair North. Mr. Culp stated now that the development is at approximately 95 percent occupancy, parking for residents is at a premium and it is sometimes difficult for residents to find a parking space. Among his extensive comments, Mr. Culp suggested that the City had reduced parking requirements for the project in order to allow the developer to build more units on the site.

BACKGROUND: An overarching goal of the North Montclair Downtown Specific Plan (NMDSP) is to provide the framework for a transit-oriented district (TOD) in close proximity to the amenities of the Montclair Transcenter, including access to Metrolink, the future Metro Gold Line, Omnitrans and Foothill Transit buses, and also to Montclair Plaza. Accordingly, a form-based code appropriate for a TOD was developed by the lead consultant for the Specific Plan, Moule & Polyzoides Architects and Urbanists.

Notwithstanding the fact that the Specific Plan requires a minimum of one (1) parking space per dwelling unit irrespective of floor area or number of bedrooms, the developer of The Paseos, GLJ Partners/Trammell Crow Residential, chose to provide parking as follows for marketing purposes:

Studio and 1-bedroom units - 1 covered parking space
2- and 3-bedroom units - 1 covered parking space <u>and</u> 1 uncovered parking space

While the developer embraced the City's long-term goal of creating a viable TOD, it was felt that early projects such as The Paseos would need to provide parking over and above the minimum required to make units marketable, at least until the Metro Gold Line was extended to Montclair and a more critical mass of development creating a "sense of place" was completed. Accordingly, The Paseos was developed with over 800 parking spaces, including those along Olive Street and Sycamore Avenue, the two public streets within the project boundary.

As an integral part of the conditions of approval for The Paseos, a Parking Management Plan was prepared by the developer and the project's original property manager,

Prepared by:	Steve Rustro	Fiscal Impact Finance Review:	Donald L. Parker
Proofed by:	Laura Embree	Reviewed and Approved By:	Steve Rustro

Alliance Residential Company. The Plan, developed in March 2012 and reviewed by Community Development Department staff, set forth the guidelines for resident and guest parking, including a map illustrating where each assigned space was to be located. Based on the unit counts of each floor plan, staff calculated that 157 parking spaces would be required for the studio and 1-bedroom units (at one space per unit), and 456 parking spaces would be required for the 228 2- and 3-bedroom plans, for a total of 613 assigned parking spaces. Approximately 200 parking spaces would be available as "open" parking or could be designated as guest parking.

During the early stages of the project as buildings were gradually released for occupancy, a minimal number of complaints about resident parking came to staff's attention, but it was determined that the issues were a result of the ongoing construction of the latter phases of the project that impacted the availability of parking. As construction came to a conclusion in late 2014, the issue of parking availability resolved itself.

In April 2015, The Paseos was acquired by 4914 Olive Street Properties LLC, which assumed the leasing and day-to-day management of the development. As lease-up of the remaining units accelerated, staff was contacted by the new property manager requesting a meeting to discuss parking problems that were being experienced by residents. In summary, it was explained to staff that the prior property management had issued more than the maximum of two parking permits to a considerable number of dwelling units and in at least one case, issued five parking permits to a single unit. In response, staff provided a copy of the original Parking Management Plan to the property manager and subsequently, the accompanying maps corresponding to the Plan. The property manager indicated that she and her staff would be meeting with residents to discuss the parking problems and developing strategies for resolving them.

While the enclosed garages at The Paseos are identified by a numbered plaque over each garage door and the reserved parking spaces on both levels of the parking garage in the podium building (4961 Arrow Highway) are identified by a number painted on the concrete parking surface, staff observed during a site visit on September 10, 2015 that the uncovered parking spaces throughout the rest of the project site are not designated or identified with a parking space number pursuant to the approved Parking Management Plan.

It is clear that the current property management staff at The Paseos has a challenge ahead to correct the parking predicament created by the former management company. However, Community Development staff continues to believe that if the Parking Management Plan is implemented as originally approved, there will be sufficient parking available for residents and guests at The Paseos. While resolution of the parking issues is the responsibility of the property management company, staff will remain available to answer any questions or offer its assistance as appropriate.

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

RECOMMENDATION: Staff recommends the City Council receive and file this report.

MINUTES OF THE MEETING OF THE MONTCLAIR PERSONNEL COMMITTEE HELD ON TUESDAY, SEPTEMBER 8, 2015, AT 8:32 P.M. IN THE CITY ADMINISTRATIVE OFFICES, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Pro Tem Raft called the meeting to order at 8:32 p.m.

II. ROLL CALL

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

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of August 17, 2015.

Moved by City Manager Starr, seconded by Mayor Pro Tem Raft, and carried unanimously to approve the minutes of the Personnel Committee meeting of August 17, 2015.

IV. PUBLIC COMMENT – None

V. CLOSED SESSION

At 8:33 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/ terminations, and evaluations of employee performance.

At 9:04 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Raft stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 9:04 p.m., Mayor Pro Tem Raft adjourned the Personnel Committee.

Submitted for Personnel Committee approval,

Edward C. Starr
City Manager