

**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

December 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](http://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**

- A. 2015 Holiday Home Decoration Contest Winners
- B. Introduction of New Employee

**VI. PUBLIC COMMENT**

*This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Each speaker will be afforded five minutes to address the City Council Members, Successor Agency Board of Directors, Montclair Housing Corporation Board of Directors, 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. First Reading – Introduction of Ordinance No. 15-955 Amending Chapter 11.10 of the Montclair Municipal Code Prohibiting Medical Marijuana Dispensaries, Cultivation of Marijuana, and All Commercial Medical Marijuana Uses in the City, and Setting a Public Hearing for Second Reading and Adoption of Ordinance No. 15-955 on Monday, January 4, 2016, at 7:00 p.m. in the City Council Chambers [CC] 5

**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 December 7, 2015 [CC/SA/MHC/MHA/MCF]
- B. Administrative Reports
  - 1. Consider Receiving and Filing of Treasurer's Report [CC] 17
  - 2. Consider Approval of Warrant Register and Payroll Documentation [CC] 18
  - 3. Consider Receiving and Filing of Treasurer's Report [SA] 19
  - 4. Consider Approval of Warrant Register [SA] 20
  - 5. Consider Receiving and Filing of Treasurer's Report [MHC] 21
  - 6. Consider Approval of Warrant Register [MHC] 22
  - 7. Consider Receiving and Filing of Treasurer's Report [MHA] 23
  - 8. Consider Approval of Warrant Register [MHA] 24
  - 9. Consider Setting a Public Hearing to Consider Adoption of Resolution No.16-3107 Amending the Master User Fee Schedule [CC] 25
  - 10. Consider Confirming the Mayor's Recommendation to Appoint Mayor Pro Tem Raft to Serve as the City's Designated Elected Official on the Solid Waste Advisory Task-Force of San Bernardino County and Accountant Janet Kulbeck to Serve as the Designated Alternative Representative [CC] 76
  - 11. Consider Approval of the Montclair Housing Authority Annual Report Pursuant to Section 3416.1(f) of the Health and Safety Code (SB 341) for Fiscal Year 2014-15 [CC/MHA] 78
- C. Agreements
  - 1. Consider Approval of Agreement No.15-89 with Southern California Edison Company for On-Bill Financing for the Installation of LED Lights and Fixtures by Third-Party, Ecogreen Solutions, Inc. [CC]
    - Consider Authorizing Facilities and Grounds Superintendent Mike McGehee to Sign Agreement No. 15-89 on Behalf of the City [CC] 88

2. Consider Approval of Agreement No. 15-96 with 3M Company for Maintenance of the Police Department's Automated License Plate Reader System and Back Office System Software [CC] 103

3. Consider Approval of Agreement No.15-97 with Bartel Associates, LLC for Completion of the Required Governmental Accounting Standards Board Statement No. 45 Actuarial Valuation [CC] 110

D. Resolutions – None

**IX. PULLED CONSENT CALENDAR ITEMS**

**X. RESPONSE** – None

**XI. COMMUNICATIONS**

A. City Department Reports

- 1. Police Department
  - a. Police Officer of the Year
- 2. Public Works Department
  - a. Capital Projects Update
- 3. Human Services Department
  - a. Holiday Program Update

B. City Attorney

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

*Oyler v. Montclair*

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 Real Estate Committee Meeting of November 16, 2015 114

2. Minutes of the Personnel Committee Meeting of December 7, 2015 118

**XII. COUNCIL WORKSHOP**

A. El Niño Preparedness

*(The City Council may consider continuing this item to an adjourned meeting on Monday, January 4, 2016, 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.)*

**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 Monday, January 4, 2016, 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 December 17, 2015.*

# AGENDA REPORT

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**SUBJECT:** FIRST READING - INTRODUCTION OF ORDINANCE NO. 15-955 AMENDING CHAPTER 11.10 OF THE MONTCLAIR MUNICIPAL CODE PROHIBITING MEDICAL MARIJUANA DISPENSARIES, CULTIVATION OF MARIJUANA, AND ALL COMMERCIAL MEDICAL MARIJUANA USES IN THE CITY, AND SETTING A PUBLIC HEARING FOR SECOND READING AND ADOPTION OF ORDINANCE NO. 15-955 ON MONDAY, JANUARY 4, 2016, AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS

**DATE:** December 21, 2015  
**SECTION:** PUBLIC HEARINGS  
**ITEM NO.:** A  
**FILE I.D.:** SUB100  
**DEPT.:** COMMUNITY DEV.

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

At its meeting on December 7, 2015, the City Council conducted a public hearing on Ordinance No. 15-955 and adopted its first reading. Subsequent to the Council meeting, it was discovered the version of the Ordinance considered by the City Council was not the final version, which includes limited changes in verbiage but not affecting the general intent of the ordinance. Accordingly, the City Council is asked to consider the first reading of the revised version of Ordinance No. 15-955. A redlined version of the pages affected by the changes is attached to this agenda report as "Attachment A."

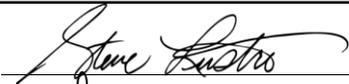
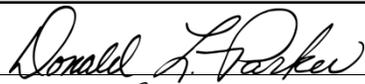
A copy of proposed Ordinance No. 15-955 is also attached for City Council's review and consideration.

**BACKGROUND:** On October 9, 2015, Governor Brown signed into law the Medical Marijuana Regulation and Safety Act (MMRSA). The MMRSA consists of three separate pieces of legislation - Assembly Bill 266, Assembly Bill 243, and Senate Bill 643 - establishing a statewide regulatory scheme headed by the Department of Consumer Affairs governing the cultivation, processing, testing, distribution, and transporting of medical marijuana to qualified patients. Each bill has a different function but contain overlapping, identical language regarding certain aspects of medical marijuana control. The MMRSA does not mandate the City to allow cultivation, medical marijuana dispensaries or mobile medical marijuana dispensaries.

The adoption of Ordinance No. 07-891 by the City Council in March 2007 banned the establishment of medical marijuana dispensaries within the City. With the passage of MMRSA, two areas of the new law require immediate attention by the City regarding deliveries/mobile dispensaries and cultivation.

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

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Proposed Ordinance No. 15-955 is intended to affirm and clarify the previously approved prohibition of medical marijuana dispensaries in the City to be consistent with State law and include medical marijuana cultivation and deliveries as specifically prohibited land uses. If the proposed ordinance is adopted by the City Council, Chapter 11.10 of the Montclair Municipal Code would be amended accordingly.

#### Key Provisions of the MMRSA Regarding Local Control

The following provisions contained in the Medical Marijuana Regulation and Safety Act (2015) indicate the intent of law to expressly protect local licensing, zoning ordinances, and local actions taken under its constitutional police power.

- Local authority to prohibit or regulate remains intact under the new law: AB 266 (Section 19315(a)) states that nothing in the approved legislation shall be interpreted to supersede or limit existing local authority for law enforcement activity, enforcement of local zoning requirements or local ordinances, or enforcement of local permit or licensing requirements; and
- Deliveries allowed if not prohibited by local authority: AB 266 (Section 19340(a)) indicates that deliveries can only be made by a dispensary and in a city, county, or city and county that does not explicitly prohibit it by local ordinance; and
- Cultivation can be prohibited if ordinance is effective by March 1, 2016: AB 243 (Section 11362(b)(4)) allows a city or county to adopt land use regulations or ordinances to expressly prohibit the cultivation of marijuana provided that such regulations or ordinance are effective by March 1, 2016, after which the State becomes the sole licensing authority; and
- Dual licensing (state and local) required: SB 643 (Section 19322(a)) requires that any medical marijuana application for a state license only be issued to persons that have first obtained a license, permit, or authorization by a local jurisdiction.

#### Summary of Proposed Ordinance

It is the purpose and intent of proposed Ordinance No. 15-955 to promote the health, safety, and general welfare of the residents and businesses within the City of Montclair by prohibiting the cultivation and distribution of medical marijuana substances or products, which are not currently addressed by the existing ordinance. Without the changes, the City would surrender its authority to regulate medical marijuana uses within the City's corporate boundaries and allow the State to be the sole licensing authority for such uses and activities.

With the proposed ordinance, Section 11.10.030 of the Montclair Municipal Code would be amended to read as follows:

##### **11.10.030 Prohibited uses.**

A. Unlawful Uses. Uses that are unlawful under federal or state law shall not be treated as permitted uses, and shall not be determined to be similar to any uses permitted pursuant to this Title.

B. Dispensaries prohibited. No medical marijuana or cannabis dispensary as defined in Section 11.02.010 of the Montclair Municipal Code or Business & Professions Code §19300.5(n), as the same may be amended from time to time, shall be permitted in

any zone within the City of Montclair. For purposes of this Section, "Dispensary" shall also include a cooperative or a mobile distribution facility. "Dispensary" shall not include the following uses: (1) a clinic licensed pursuant to Chapter 1 of Division 2 of the California Health and Safety Code; (2) a health care facility licensed pursuant to Chapter 2 of Division 2 of the California Health and Safety Code; (3) a residential care facility for persons with chronic life-threatening illnesses licensed pursuant to Chapter 3.01 of Division 2 of the California Health and Safety Code; (4) a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the California Health and Safety Code; or (5) a residential hospice or home health agency licensed pursuant to Chapter 8 of Division 2 of the California Health and Safety Code.

C. Commercial marijuana activities prohibited. Commercial cannabis activities of all types, including the cultivation, delivery, dispensing, possession, manufacture, processing, storing, laboratory testing, labeling, transport, distribution, transfer, or sale of medical cannabis or a medical cannabis product all as defined under Business & Professions Code §19300.5, as the same may be amended from time to time, are expressly prohibited in all zones and all specific plan areas in the City of Montclair. No person shall establish, operate, conduct or allow a commercial cannabis activity anywhere within the City.

D. Deliveries of medical marijuana prohibited. To the extent not already covered by subsection C above, all deliveries of medical cannabis, as defined under Business & Professions Code §19300.5 as the same may be amended from time to time, are expressly prohibited within the City of Montclair, including the use by a dispensary of any technology platform owned and controlled by the dispensary, or independently licensed, that enables qualified patients or primary caregivers to arrange for or facilitate the commercial transfer by a licensed dispensary of medical cannabis or medical cannabis products. No person shall conduct any deliveries that either originate or terminate within the City.

E. Cultivation of marijuana prohibited. To the extent not already covered by subsection C above, all cultivation of cannabis or marijuana for commercial or non-commercial purposes, including cultivation by a qualified patient or a primary caregiver, is expressly prohibited in all zones and all specific plan areas in the City of Montclair. No person, including a qualified patient or primary caregiver, shall cultivate any amount of cannabis in the City, even for medical purposes. Cultivation shall include any activity involving the planting, growing, harvesting, drying, curing, grading or trimming of cannabis.

F. Intent. This Section is meant to prohibit all medical marijuana or commercial cannabis activities, including, but not limited to, those for which a State license is required. Accordingly, the City shall not issue any permit, license or other entitlement for any activity for which a State license is required under the Medical Marijuana Regulation and Safety Act.

#### Summary of Related Legislation and Court Cases

- In 1996, the voters of the State of California approved Proposition 215, the Compassionate Use Act of 1996 ("the Act"). The Act decriminalized the use of marijuana for medical purposes under State law.
- In 2004, Gov. Gray Davis signed SB 420, the Medical Marijuana Protection Act (MMP), which established an identification card system for medical marijuana patients as codified in Health and Safety Code §11362.5, et seq.
- The United States Supreme Court decision in *Gonzales v. Raich* (June 6, 2005), declares that Congress, under the Commerce clause of the United States Constitution, has the

authority and, under the CSA, power to prohibit local cultivation and use of marijuana even though it would be in compliance with California law.

- In 2013, the California Supreme Court ruled unanimously in the City of Riverside v. Inland Empire Patients Health & Wellness Ctr., Inc., 56 Cal.4<sup>th</sup> 729 (2013), that the Compassionate Use Act of 1996 and the Medical Marijuana Act (Health & Safety Code §11362.7) do not preempt local ordinances that completely prohibit medical marijuana dispensaries within a local jurisdiction's borders. Additionally, in Maral v. City of Live Oak (2013) 221 Cal.App.4<sup>th</sup> 975, the Court of Appeal held that "there is no right - and certainly no constitutional right - to cultivate medical marijuana..." The Court in Maral affirmed the ability of a local governmental entity to prohibit the cultivation of marijuana under its land use authority.
- On October 9, 2015, the Governor signed into law the Medical Marijuana Regulation and Safety Act (MMRSA) comprised of three pieces of legislation - Assembly Bill 266, Assembly 243, and Senate Bill 643.
- AB 266 (Section 19315(a)) specifically states that nothing in the approved legislation shall be interpreted to supersede or limit existing local authority for law enforcement activity, enforcement of local zoning requirements or local ordinances, or enforcement of local permit or licensing requirements.

**ANALYSIS:** Staff believes the proposed ordinance to affirm the current prohibition of medical marijuana dispensaries, including the added provisions to prohibit the cultivation and delivery of medical marijuana substances or products within the City is appropriate. Since the passage of Proposition 215 in 1996, medical marijuana dispensary uses have been the source of much controversy for counties and cities seeking to prohibit and/or regulate their operations. The City of Montclair has avoided much of the adverse impacts associated with this use in large part because dispensaries are not a permitted use to begin with. Fortunately, the MMRSA retains the right of local jurisdiction authorities to determine what uses of land are appropriate within its borders.

In cities where medical marijuana dispensaries are allowed, evidence shows that they are often targets for violent crime as well as fronts for drug traffickers and money laundering for organized crime. Anecdotal evidence suggests that medical marijuana dispensaries are subject to significantly higher incidences of burglaries and robberies at a site than other businesses, including robberies of patrons leaving the dispensaries, loitering and nuisance activities in and around the sites, and persons without medical need attempting to purchase marijuana at the sites.

Although dispensaries have been prohibited in Montclair since 2007, approximately 10-12 illegal dispensaries have been set up since that time at various locations within the City. In each case, the dispensary was opened in a surreptitious manner. In a few cases, dispensaries opened under false pretenses by describing themselves as another type of business, suggesting that provision of medical marijuana to qualified patients was not their top priority or focus.

Medical marijuana dispensaries also pose a number of other impacts to adjacent properties and uses. Usually the City becomes aware of an illegal dispensary when a complaint is received or unusual activity is noticed by City staff. When investigated further, staff typically observes the following: inordinately high numbers of vehicles and pedestrians entering and leaving a site, various parking violations, strong odors, the presence of intimidating security personnel guarding doors, and unpermitted building modifications.

With regard to cultivation of medical marijuana, staff believes the prohibition is necessary to be consistent with the prohibition of dispensaries. Many of the same adverse characteristics surrounding dispensaries would also be potential issues if the cultivation of marijuana was to be permitted. Given the high cash value of marijuana and its products being an attractive target for theft and trespassing, other criminal activity is highly probable whether marijuana is cultivated outdoors or within an enclosed structure/building. As such, the level of security utilized by these businesses would also be a concern. Some of the security measures that would likely be utilized to protect cultivation operations include the use of armed security guards, cameras, walls/fences, etc. Except for some banks, most, if not all, other businesses within the City do not require such extensive security measures.

Other potential issues include the high use of energy and, in particular, water needed to grow marijuana plants. According to the Mendocino County *Press Democrat*, "Researchers estimate each plant consumes 6 gallons of water a day...over the average 150-day growing cycle for outdoor plants (Apr. 16, 2014)." The high use of water is an important factor to consider given the water conservation measures being mandated to address California's current drought and expected climate change impacts.

### Conclusion

The secondary effects associated with the operation of dispensaries, along with cultivation and distribution of medical marijuana substances and products would adversely impact the health, safety, and welfare of the City's residents and businesses. Citywide prohibition is proper and necessary to avoid the risks of criminal activity, degradation of the natural environment, high water usage, malodorous smells and indoor electrical fire hazards that may result from such activities. Further, as recognized by the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, marijuana cultivation or other concentration of marijuana in any location or premises without adequate security increases the risk that surrounding homes or businesses may be negatively impacted by nuisance activity such as loitering or crime. Adopting the proposed ordinance would reinforce the City's ability to maintain local control and determine for the purposes of public health and safety, the appropriate types of land uses allowed with the City's jurisdiction.

At its meeting on November 23, 2015, the Planning Commission unanimously recommended City Council adoption of Ordinance No. 15-955.

**FISCAL IMPACT:** There would be no fiscal impact to the City's General Fund as a result of adoption and implementation of Ordinance No. 15-955.

**RECOMMENDATION:** Staff recommends the City Council introduce Ordinance No. 15-955 amending Chapter 11.10 of the Montclair Municipal Code prohibiting medical marijuana dispensaries, cultivation of marijuana, and all commercial medical marijuana uses in the City, and set a public hearing for second reading and adoption of Ordinance No. 15-955 on Monday, January 4, 2016, at 7:00 p.m. in the Council Chambers.

## Attachment A

A. This Ordinance is consistent with the City's General Plan and each element thereof.

B. The Planning Commission conducted a duly noticed public hearing on November 23, 2015, at which time it considered all evidence presented, both written and oral and at the end of the hearing voted to adopt a resolution recommending that the City Council adopt this Ordinance.

C. The City Council held a duly noticed public hearing on this Ordinance on December 21, 2015, at which time it considered all evidence presented, both written and oral.

**SECTION 2.** Authority. This ordinance is adopted pursuant to the authority granted by the California Constitution and State law, including but not limited to Article XI, Section 7 of the California Constitution, the Compassionate Use Act, the Medical Marijuana Program, and the Medical Marijuana Regulation and Safety Act.

**SECTION 3.** Section 11.10.030 of the Montclair Municipal Code is hereby repealed and replaced in its entirety as follows:

### **11.10.030 Prohibited uses.**

A. Unlawful Uses. Uses that are unlawful under federal or state law shall not be treated as permitted uses, and shall not be determined to be similar to any uses permitted pursuant to this Title.

B. Dispensaries prohibited. No medical marijuana or cannabis dispensary as defined in Section 11.02.010 of the Montclair Municipal Code or Business & Professions Code §19300.5(n), as the same may be amended from time to time, shall be permitted in any zone within the City of Montclair. For purposes of this Section, "Dispensary" shall also include a cooperative or a mobile distribution facility. "Dispensary" shall not include the following uses: (1) a clinic licensed pursuant to Chapter 1 of Division 2 of the California Health and Safety Code; (2) a health care facility licensed pursuant to Chapter 2 of Division 2 of the California Health and Safety Code; (3) a residential care facility for persons with chronic life-threatening illnesses licensed pursuant to Chapter 3.01 of Division 2 of the California Health and Safety Code; (4) a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the California Health and Safety Code; or (5) a residential hospice or home health agency licensed pursuant to Chapter 8 of Division 2 of the California Health and Safety Code.

C. Commercial marijuana activities prohibited. Commercial cannabis activities of all types, including the cultivation, delivery, dispensing, possession, manufacture, processing, storing, laboratory testing, labeling, transporting, distribution, transfer, or sale of medical cannabis or a medical cannabis product all as defined under Business & Professions Code §19300.5, as the same may be amended from time to time, are expressly prohibited in all zones and all specific plan areas in the City of Montclair. No person shall establish, operate, conduct or allow a commercial cannabis activity anywhere within the City.

D. Deliveries of medical marijuana prohibited. To the extent not already covered by subsection C above, all deliveries of medical cannabis, as defined under Business & Professions Code §19300.5, as the same may be amended from time to time, are expressly prohibited within the City of Montclair, including the use by a dispensary of any technology platform owned and controlled by the dispensary, or independently licensed, that enables qualified patients or primary caregivers to arrange for or facilitate the commercial transfer by a licensed dispensary of medical cannabis or medical cannabis products. No person shall conduct any deliveries that either originate or terminate within the City.

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F. Intent. This Section is meant to prohibit all medical marijuana or commercial cannabis activities, including, but not limited to, those for which a State license is required. Accordingly, the City shall not issue any permit, license or other entitlement for any activity for which a State license is required under the Medical Marijuana Regulation and Safety Act.

**SECTION 4.** Nothing in this Ordinance shall be interpreted to mean that the City's permissive zoning scheme allows any other use not specifically listed therein.

**SECTION 5.** CEQA. This ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15305, which exempts minor alterations in land use limitations in areas with an average slope of less than 20% that do not result in any changes in land use or density, and Section 15061(b)(3), which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment. The City's permissive zoning provisions already prohibit all uses that are being expressly prohibited by this ordinance. Therefore, this ordinance has no impact on the physical environment as it will not result in any changes.

**SECTION 6.** If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 7.** To the extent the provisions of the Montclair Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as they read immediately prior to the adoption of this Ordinance, then those provisions

**ORDINANCE NO. 15-955**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA AMENDING SECTION 11.10.030 OF THE MONTCLAIR MUNICIPAL CODE PROHIBITING MEDICAL MARIJUANA DISPENSARIES, CULTIVATION OF MARIJUANA AND ALL COMMERCIAL MEDICAL MARIJUANA USES IN THE CITY**

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

**SECTION 1.** Findings and Purpose. The City Council finds and declares as follows:

A. In 1996, the voters of the State of California approved Proposition 215 (codified as California Health and Safety Code §11362.5 and entitled "The Compassionate Use Act of 1996" or "CUA").

B. The intent of Proposition 215 was to enable persons who are in need of marijuana for medical purposes to use it without fear of criminal prosecution under limited, specified circumstances. The proposition further provides that "nothing in this section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes." The ballot arguments supporting Proposition 215 expressly acknowledged that "Proposition 215 does not allow unlimited quantities of marijuana to be grown anywhere."

C. In 2004, the Legislature enacted Senate Bill 420 (codified as California Health & Safety Code §11362.7 et seq. and referred to as the "Medical Marijuana Program" or "MMP") to clarify the scope of Proposition 215 and to provide qualifying patients and primary caregivers who collectively or cooperatively cultivate marijuana for medical purposes with a limited defense to certain specified State criminal statutes. Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the Medical Marijuana Program to expressly recognize the authority of counties and cities to "[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective" and to civilly and criminally enforce such ordinances.

D. On March 5, 2007, the Montclair City Council unanimously adopted Ordinance No. 07-891 to prohibit medical marijuana dispensaries within any zone within the corporate boundaries of the City of Montclair.

E. In City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc. (2013) 56 Cal.4<sup>th</sup> 729, the California Supreme Court held that "[n]othing in the CUA or the MMP expressly or impliedly limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land..." Additionally, in Maral v. City of Live Oak (2013) 221 Cal.App.4<sup>th</sup> 975, the Court of Appeal held that "there is no right - and certainly no constitutional right - to cultivate medical marijuana..." The Court in

Maral affirmed the ability of a local governmental entity to prohibit the cultivation of marijuana under its land use authority.

F. The Federal Controlled Substances Act, 21 U.S.C. §801 et seq., classifies marijuana as a Schedule 1 Drug, which is defined as a drug or other substance that has a high potential for abuse, that has no currently accepted medical use in treatment in the United States, and that has not been accepted as safe for use under medical supervision. The Federal Controlled Substances Act makes it unlawful under federal law for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense, marijuana. The Federal Controlled Substances Act contains no exemption for medical purposes, although there is recent case law that raises a question as to whether the Federal Government may enforce the Act where medical marijuana is allowed.

G. On October 9, 2015, Governor Brown signed three bills into law (AB 266, AB 243, and SB 643), which collectively are known as the Medical Marijuana Regulation and Safety Act (hereafter “MMRSA”). The MMRSA set up a State licensing scheme for commercial medical marijuana uses while protecting local control by requiring that all such businesses must have a local license or permit to operate in addition to a State license. The MMRSA allows the City to completely prohibit commercial medical marijuana activities.

H. The City Council finds that commercial medical marijuana activities, as well as cultivation for personal medical use as allowed by the CUA and MMP, can adversely affect the health, safety, and well-being of City residents. Citywide prohibition is proper and necessary to avoid the risks of criminal activity, degradation of the natural environment, high water usage, malodorous smells and indoor electrical fire hazards that may result from such activities. Further, as recognized by the Attorney General’s August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, marijuana cultivation or other concentration of marijuana in any location or premises without adequate security increases the risk that surrounding homes or businesses may be negatively impacted by nuisance activity such as loitering or crime.

I. The limited immunity from specified state marijuana laws provided by the Compassionate Use Act and Medical Marijuana Program does not confer a land use right or the right to create or maintain a public nuisance.

J. The MMRSA contains language that requires the City to prohibit cultivation uses by March 1, 2016 either expressly or otherwise under the principles of permissive zoning, or the State will become the sole licensing authority. The MMRSA also contains language that requires delivery services to be expressly prohibited by local ordinance, if the City wishes to do so. The MMRSA is silent as to how the City must prohibit other type of commercial medical marijuana activities.

K. While the City Council believes that cultivation and all commercial medical marijuana uses are prohibited under the City’s permissive zoning regulations, it desires to enact this ordinance to expressly make clear that all such uses are prohibited in all zones throughout the City.

L. This Ordinance is consistent with the City's General Plan and each element thereof.

M. The Planning Commission conducted a duly noticed public hearing on November 23, 2015, at which time it considered all evidence presented, both written and oral and at the end of the hearing voted to adopt a resolution recommending that the City Council adopt this Ordinance.

N. The City Council held a duly noticed public hearing on this Ordinance on December 21, 2015, at which time it considered all evidence presented, both written and oral.

**SECTION 2.** Authority. This ordinance is adopted pursuant to the authority granted by the California Constitution and State law, including but not limited to Article XI, Section 7 of the California Constitution, the Compassionate Use Act, the Medical Marijuana Program, and the Medical Marijuana Regulation and Safety Act.

**SECTION 3.** Section 11.10.030 of the Montclair Municipal Code is hereby repealed and replaced in its entirety as follows:

**11.10.030 Prohibited uses.**

A. Unlawful Uses. Uses that are unlawful under federal or state law shall not be treated as permitted uses, and shall not be determined to be similar to any uses permitted pursuant to this Title.

B. Dispensaries prohibited. No medical marijuana or cannabis dispensary as defined in Section 11.02.010 of the Montclair Municipal Code or Business & Professions Code §19300.5(n), as the same may be amended from time to time, shall be permitted in any zone within the City of Montclair. For purposes of this Section, "Dispensary" shall also include a cooperative or a mobile distribution facility. "Dispensary" shall not include the following uses: (1) a clinic licensed pursuant to Chapter 1 of Division 2 of the California Health and Safety Code; (2) a health care facility licensed pursuant to Chapter 2 of Division 2 of the California Health and Safety Code; (3) a residential care facility for persons with chronic life-threatening illnesses licensed pursuant to Chapter 3.01 of Division 2 of the California Health and Safety Code; (4) a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the California Health and Safety Code; or (5) a residential hospice or home health agency licensed pursuant to Chapter 8 of Division 2 of the California Health and Safety Code.

C. Commercial marijuana activities prohibited. Commercial cannabis activities of all types, including the cultivation, delivery, dispensing, possession, manufacture, processing, storing, laboratory testing, labeling, transport, distribution, transfer, or sale of medical cannabis or a medical cannabis product all as defined under Business & Professions Code §19300.5, as the same may be amended from time to time, are expressly prohibited in all zones and all specific plan areas in the City of Montclair. No person shall establish, operate, conduct or allow a commercial cannabis activity anywhere within the City.

D. Deliveries of medical marijuana prohibited. To the extent not already covered by subsection C above, all deliveries of medical cannabis, as defined under Business &

Professions Code §19300.5, as the same may be amended from time to time, are expressly prohibited within the City of Montclair, including the use by a dispensary of any technology platform owned and controlled by the dispensary, or independently licensed, that enables qualified patients or primary caregivers to arrange for or facilitate the commercial transfer by a licensed dispensary of medical cannabis or medical cannabis products. No person shall conduct any deliveries that either originate or terminate within the City.

E. Cultivation of marijuana prohibited. To the extent not already covered by subsection C above, all cultivation of cannabis or marijuana for commercial or non-commercial purposes, including cultivation by a qualified patient or a primary caregiver, is expressly prohibited in all zones and all specific plan areas in the City of Montclair. No person, including a qualified patient or primary caregiver, shall cultivate any amount of cannabis in the City, even for medical purposes. Cultivation shall include any activity involving the planting, growing, harvesting, drying, curing, grading or trimming of cannabis.

F. Intent. This Section is meant to prohibit all medical marijuana or commercial cannabis activities, including, but not limited to, those for which a State license is required. Accordingly, the City shall not issue any permit, license or other entitlement for any activity for which a State license is required under the Medical Marijuana Regulation and Safety Act.

**SECTION 4.** Nothing in this Ordinance shall be interpreted to mean that the City's permissive zoning scheme allows any other use not specifically listed therein.

**SECTION 5.** CEQA. This ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15305, which exempts minor alterations in land use limitations in areas with an average slope of less than 20% that do not result in any changes in land use or density, and Section 15061(b)(3), which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment. The City's permissive zoning provisions already prohibit all uses that are being expressly prohibited by this ordinance. Therefore, this ordinance has no impact on the physical environment as it will not result in any changes.

**SECTION 6.** If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 7.** To the extent the provisions of the Montclair Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as they read immediately prior to the adoption of this Ordinance, then those provisions

shall be construed as continuations of the earlier provisions and not as new enactments.

**SECTION 8.** This Ordinance shall be in full force and effect thirty (30) days after passage.

**SECTION 9.** The City Clerk shall certify to the passage of this Ordinance and cause the same to be posted pursuant to Government Code Section 36933.

**APPROVED AND ADOPTED** this XX day of XX, 2016.

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Mayor

ATTEST:

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Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 15-955 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2015, and finally passed not less than five (5) days thereafter on the XX day of XX, 2016, by the following vote, to-wit:

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

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Andrea M. Phillips  
Deputy City Clerk

# AGENDA REPORT

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

**DATE:** December 21, 2015

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 1

**FILE I.D.:** FIN520

**DEPT.:** ADMIN. SVCS.

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**REASON FOR CONSIDERATION:** The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending November 30, 2015, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Treasurer's Report for the period ending November 30, 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 November 30, 2015.

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Prepared by:

*Janet Kuelbeck*

Fiscal Impact  
Finance Review:

*Donald L. Parker*

Proofed by:

*Andrea M Phillips*

Reviewed and  
Approved By:

*Donald L. Parker*

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# AGENDA REPORT

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

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

**BACKGROUND:** Mayor Pro Tem Raft has examined the Warrant Register dated December 21, 2015, and the Payroll Documentation dated December 13, 2015, and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated December 21, 2015, totals \$660,396.78. The Payroll Documentation dated December 13, 2015, totals \$735,844.91 gross, with \$500,401.58 net being the total cash disbursement.

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

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Prepared by: Andrea M Phillips      Fiscal Impact Finance Review: Michael Piotrowski  
Proofed by: Stephanie Hick      Reviewed and Approved By: Michael Piotrowski

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## AGENDA REPORT

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

**DATE:** December 21, 2015

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 3

**FILE I.D.:** FIN510

**DEPT.:** SUCCESSOR RDA

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**REASON FOR CONSIDERATION:** The City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending November 30, 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 November 30, 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 November 30, 2015.

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Prepared by:

*Michael Piotrowski*

Fiscal Impact  
Finance Review:

*Donald L. Parker*

Proofed by:

*Andrea M. Phillips*

Reviewed and  
Approved By:

*Donald L. Parker*

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# AGENDA REPORT

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

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**REASON FOR CONSIDERATION:** The City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Warrant Register for the month ending November 30, 2015, pursuant to state law.

**BACKGROUND:** Vice Chairperson Raft has examined the Successor to the Redevelopment Agency Warrant Register dated 11.01.15–11.30.15 in the amounts of \$25,954.68 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 November 30, 2015.

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Prepared by:	<u>Michael Piotrowski</u>	Fiscal Impact Finance Review:	<u>Donald L. Parker</u>
Proofed by:	<u>Andrea M. Phillips</u>	Reviewed and Approved By:	<u>Donald L. Parker</u>

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## AGENDA REPORT

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

**DATE:** December 21, 2015

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 5

**FILE I.D.:** FIN525

**DEPT.:** MHC

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**REASON FOR CONSIDERATION:** The Montclair Housing Corporation Board of Directors is requested to receive and file the Montclair Housing Corporation Treasurer's Report for the month ending November 30, 2015, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Treasurer's Report for the period ending November 30, 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 November 30, 2015.

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Prepared by:

*Michael Piotrowski*

Fiscal Impact  
Finance Review:

*Donald L. Parker*

Proofed by:

*Andrea M. Phillips*

Reviewed and  
Approved By:

*Donald L. Parker*

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## AGENDA REPORT

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

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**REASON FOR CONSIDERATION:** The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending November 30, 2015, pursuant to state law.

**BACKGROUND:** Vice Chairperson Raft has examined the Warrant Register dated 11.01.15-11.30.15 in the amount of \$57,312.79 for the Montclair Housing Corporation and finds it to be in order.

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

**RECOMMENDATION:** Vice Chairperson Raft recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending November 30, 2015.

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Prepared by:	<u>Michael Piotrowski</u>	Fiscal Impact Finance Review:	<u>Donald L. Parker</u>
Proofed by:	<u>Andrea M. Phillips</u>	Reviewed and Approved By:	<u>Donald L. Parker</u>

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## AGENDA REPORT

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

**DATE:** December 21, 2015

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 7

**FILE I.D.:** FIN525

**DEPT.:** MHA

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**REASON FOR CONSIDERATION:** The Montclair Housing Authority Board of Directors is requested to receive and file the Montclair Housing Authority Treasurer's Report for the month ending November 30, 2015, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Treasurer's Report for the period ending November 30, 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 November 30, 2015.

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Prepared by:

*Michael Piotrowski*

Fiscal Impact  
Finance Review:

*Donald L. Parker*

Proofed by:

*Andrea M. Phillips*

Reviewed and  
Approved By:

*Donald L. Parker*

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## AGENDA REPORT

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

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**REASON FOR CONSIDERATION:** The Montclair Housing Authority Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending November 30, 2015, pursuant to state law.

**BACKGROUND:** Vice Chairperson Raft has examined the Warrant Register dated 11.01.15-11.30.15 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 November 30, 2015.

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Prepared by:	<u>Michael Piotrowski</u>	Fiscal Impact Finance Review:	<u>Donald L. Parker</u>
Proofed by:	<u>Andrea M. Phillips</u>	Reviewed and Approved By:	<u>Donald L. Parker</u>

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# AGENDA REPORT

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**SUBJECT:** CONSIDER SETTING A PUBLIC HEARING  
TO CONSIDER ADOPTION OF RESOLUTION  
NO. 16-3107 AMENDING THE MASTER USER  
FEE SCHEDULE

**DATE:** December 21, 2015  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 9  
**FILE I.D.:** FLP280  
**DEPT.:** ADMIN. SVCS.

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**REASON FOR CONSIDERATION:** In 2014, the City Council adopted Resolution No. 14-3022 amending and adopting the Master User Fee Schedule. Over the course of implementing the Master User Fee Schedule, staff has found it necessary to annually revise certain portions of the fee schedule to provide more accurate user fees. Revisions to the Master User Fee Schedule require public hearing review and approval by the City Council.

A copy of proposed Resolution No. 16-3107 amending the Master User Fee Schedule and *Exhibit A: Proposed Master User Fee Revisions* are attached for the City Council's review. A copy of the current Master User Fee Schedule is also included in the City Council's agenda packet for reference.

**BACKGROUND:** In administering the Master User Fee Schedule, staff has identified several user fees that needed to be revised, added, or removed in order to provide a more accurate user fee schedule and provide for any corrections or clerical errors relating to the adoption of Resolution No. 14-2022. Furthermore, pursuant to Resolution No. 06-2670 and the User Fee Cost Recovery Policy, the City is required to annually review and consider adjustments as necessary to take into account changes in user fee service costs and inflation.

Attached as *Exhibit A* to Resolution No. 16-3107 are the proposed Master User Fee Schedule Revisions. The proposed Master User Fee Schedule revisions contain current user-related fees that are being recommended for revision, the reason for the recommend revision, any increase or decrease in the user fee being revised, new user fee recommendations, and the reason for any new user fees being recommended. The Master User Fee Schedule revisions are in order by department and fee number.

**FISCAL IMPACT:** The cost to publish a Notice of Public Hearing related to proposed Resolution No. 16-3107 is not expected to exceed \$400.

**RECOMMENDATION:** Staff recommends the City Council set a public hearing for Monday, January 4, 2016, at 7:00 p.m. in the City Council Chambers to consider adoption of Resolution No. 16-3107 amending the Master User Fee Schedule.

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Prepared by:   
Proofed by: 

Fiscal Impact  
Finance Review:   
Reviewed and  
Approved By: 

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# Master User Fee Schedule 2014

Business License Fees		
	Fee Title	Current Fee
1	<b>Administrative Fees:</b>	
2	Business License Application Fee	\$ 5.00
3	Business License Renewal Fee	\$ 5.00
4	Duplicate Business License Certificate	\$ 5.00
5	Business License Listing (Complete)	\$ 50.00
6	Business License Listing (New)	\$5.00 for Each Month Requested
7	<b>Gross Receipts:</b>	
8	Retail, Wholesale and Misc. Fee Rate	\$50.00 + \$0.30 for Each \$1,000.00 of Gross Receipts to a Maximum of \$12,000.00
9	Professions & Semi-Professions	\$35.00 + \$0.60 for Each \$1,000.00 of Gross Receipts, or any Fraction Thereof
10	Hypnotism	\$25.00 Non-Refundable Permit Application Fee + \$500.00 Surety Bond
11	Renting, Leasing or Subleasing Office, Store, Warehouse or Storage Space	\$50.00 + \$0.30 for Each \$1,000.000 of Gross Receipts
12	Contractors Out-of-Town	\$20.00 Per Qtr., or \$80.00 Annually + \$0.40 for Each \$1,000.00 of Gross Receipts
13	Contractors In-Town	\$80.00 Annually + \$0.30 for Each \$1,000.00 of Gross Receipts
14	Entertainment and Amusement	\$40.00 + \$0.80 for Each \$1,000.00 of Gross Receipts
15	Manufacturing, Processing, Administrative Headquarters, Warehousing Only	\$50.00 + \$0.30 for Each \$1,000.00 of Gross Payroll, or any Fraction Thereof
16	<b>Flat Fee: Renting, Leasing or Subleasing Living Quarters</b>	
17	Hotels, Motels, Apartments, Houses, Duplex or Triplex Units, Rooming Housing (2+ rooms) or Any Other Multiple Living Quarter Arrangements	\$40.00 for the First 1-3 Units, \$5.00 for Each Additional Unit *
18	Any Combination of Three or More Single Family Homes; Townhomes; Condominiums; or Single Room for Let	\$20.00 for Each Separate Single Family Home, Townhome, Condo or Single Room for Rent
19	Mobile Home Parks or Trailer Courts	\$1.50 for Each Mobile Home or Trailer Space Located Within the Mobile Home Park or Trailer Court (minimum \$40.00)
20	<b>* Unit shall mean a single room, apartment, or living accommodation that is constituent of a whole</b>	
21	<b>Flat Fee: Entertainment &amp; Amusement</b>	
22	Video Game Machines (Arcade locations)	\$100.00 for Each Machine Annually
23	Amusement Machines (Arcade locations—other than video)	\$25.00 for Each Machine Annually
24	Video Machines (Other than arcades)	\$75.00 for Each Machine Annually
25	Amusement Machines (Other than arcades)	\$20.00 for Each Machine Annually
26	Carnivals	\$200.00 Per Day
27	Circuses	\$300.00 Per Day
28	Dance Clubs	\$5.00 for Each Day of Operation + \$30.00 Per Qtr. + \$3.00 Per Night Permit Fee + \$20.00 Per Qtr. Permit Fee
29	Exhibitions	\$15.00 Per Day
30	<b>Flat Fee:</b>	
31	Vending: Delivery by Vehicle	\$75.00 Per Vehicle Annually
32	Advertising Billboards	\$250.00 Per Panel Annually
33	Advertising Distributors	\$100.00 Per Day to Distribute Handbills, Circulars, Advertising Samples or Similar Devices
34	Ambulances	\$60.00 Per Vehicle Annually + \$40.00 Permit Application Fee
35	Auctioneers	\$100.00 Annually for Each Auctioneer
36	Fortune Telling	\$75.00 Annually + \$25.00 Permit Fee + Posting \$500.00 Surety Bond
37	Ice Cream Vendor	\$50.00 Annually Per Vehicle Operated
38	Public Baths, Massage Parlors, and Massage Therapists	\$285.00 Annually + \$50.00 Permit Application Fee
39	Soliciting, Canvassing, and Peddling	\$50.00 Annually for Each Solicitor or \$250.00 Annually for a Principal Solicitor's Permit + \$25.00 Application Fee + Post \$500.00 Surety Bond
40	Bingo Games	\$25.00 Annually
41	Swap Meet	\$0.50 Per Rental Space for Each Day of Operation
42	Vending, Television, and Music Machines	\$25.00 Annually for Each Machine
43	Closing Out-Sale	\$50.00 for a Period Not Exceeding 30 Days or \$100.00 Not to Exceed 100 Days or \$125.00 Not to Exceed 90 Days
44	Public Utilities	Refers to Gross Receipts: Retail, Wholesale, and Misc.
45	<b>Flat Fee: Taxicab; Automobiles for Hire</b>	
46	Fleet Size: 1-20	Individual Rate Per Taxicab of \$25.00/Maximum \$500.00
47	Fleet Size: 21-40	\$ 650.00
48	Fleet Size: 41-60	\$ 750.00
49	Fleet Size: 61-80	\$ 850.00

# Master User Fee Schedule 2014

Business License Fees			
Fee Title		Current Fee	
50	Fleet Size: 81-100	\$	950.00
51	Fleet Size: Over 100	\$	1,100.00

# Master User Fee Schedule 2014

Building: New Construction Inspection Fees				Inspection	
	ICC (UBC)	Occupancy	Size Basis (sq. ft)		Current Fee
			2,000	\$	2,276.74
			8,000	\$	3,371.40
1	A-1	Assembly Group: Theaters	20,000	\$	5,184.94
			40,000	\$	5,870.58
			100,000	\$	6,110.64
			1,000	\$	2,391.27
			4,000	\$	4,650.00
2	A-2	Assembly Group: Churches, restaurants	10,000	\$	5,650.00
			20,000	\$	6,876.97
			50,000	\$	7,292.51
			250	\$	540.49
			1,000	\$	1,181.49
3	A	Assembly Group-TI	2,500	\$	1,747.31
			5,000	\$	2,296.96
			12,500	\$	3,045.93
			500	\$	2,397.12
			2,000	\$	3,102.57
4	A-3	Church and Religious Bldg-Complete	5,000	\$	5,091.11
			10,000	\$	6,436.26
			25,000	\$	7,591.97
			250	\$	1,560.66
			1,000	\$	1,942.83
5	R-4	Congregate Care-Complete	2,500	\$	2,836.57
			5,000	\$	3,952.62
			12,500	\$	5,509.53
			250	\$	754.10
			1,000	\$	917.09
6	A-3	Church and Religious Bldg-TI	2,500	\$	1,829.47
			5,000	\$	3,205.60
			12,500	\$	4,413.22
			1,000	\$	3,286.25
			4,000	\$	4,510.30
7	E	Educational Building-Complete	10,000	\$	5,610.51
			20,000	\$	6,857.90
			50,000	\$	7,928.91
			250	\$	861.04
			1,000	\$	1,514.15
8	E	Educational Building-TI	2,500	\$	2,934.23
			5,000	\$	3,662.19
			12,500	\$	4,212.25
			500	\$	1,881.36
			2,000	\$	2,351.07
9	S-2	Parking Garage-Complete	5,000	\$	4,476.86
			10,000	\$	5,454.11
			25,000	\$	6,333.33
			1,000	\$	5,813.74
			4,000	\$	6,205.56
10	R-1	Hotel Low/Mid Rise-Complete	10,000	\$	6,655.65
			20,000	\$	8,849.02
			50,000	\$	9,399.87
			1,000	\$	4,655.32
			4,000	\$	4,953.10
11	R-1	Hotel Low/Mid Rise-Shell	10,000	\$	5,288.80
			20,000	\$	6,506.39
			50,000	\$	7,509.68
			250	\$	2,598.66
			1,000	\$	2,724.04
12	R-1	Hotel Low/Mid Rise-TI	2,500	\$	2,877.58
			5,000	\$	3,599.53
			12,500	\$	4,124.23
			500	\$	2,646.54
			2,000	\$	2,972.37
15	B	Offices, etc.-Complete	5,000	\$	4,076.02

# Master User Fee Schedule 2014

Building: New Construction Inspection Fees				Inspection	
	ICC (UBC)	Occupancy	Size Basis (sq. ft)		Current Fee
			10,000	\$	5,221.22
			25,000	\$	6,357.13
			500	\$	1,749.55
			2,000	\$	2,058.67
18	B	Offices, etc.–Shell	5,000	\$	2,844.84
			10,000	\$	3,646.31
			25,000	\$	4,183.53
			150	\$	1,032.14
			600	\$	1,086.25
19	B	Offices, etc.–TI	1,500	\$	1,352.56
			3,000	\$	1,756.21
			7,500	\$	2,159.84
			1,000	\$	4,524.72
			4,000	\$	4,853.85
20	F–1	Industrial Building–Complete	10,000	\$	5,212.59
			20,000	\$	6,328.54
			50,000	\$	7,325.03
			1,000	\$	1,900.44
			4,000	\$	2,491.24
21	F–1	Industrial Building–Shell	10,000	\$	3,213.09
			20,000	\$	5,375.05
			50,000	\$	6,211.27
			500	\$	1,386.28
			2,000	\$	1,527.33
22	F–1	Industrial Building–TI	5,000	\$	2,690.31
			10,000	\$	3,300.37
			25,000	\$	3,797.27
			500	\$	1,771.68
			2,000	\$	2,506.21
23	S–1	Repair Garage & Service St–Complete	5,000	\$	4,185.94
			10,000	\$	5,156.45
			25,000	\$	5,947.95
			500	\$	1,339.35
			2,000	\$	1,736.27
24	S–1	Repair Garage & Service St–Shell	5,000	\$	2,924.14
			10,000	\$	4,801.56
			25,000	\$	5,546.53
			100	\$	913.24
			400	\$	1,016.55
25	S–1	Repair Garage & Service St–TI	1,000	\$	1,792.21
			2,000	\$	2,235.44
			5,000	\$	3,645.87
			500	\$	2,298.70
			2,000	\$	2,873.65
26	M	Retail Sales–Complete	5,000	\$	3,787.62
			10,000	\$	5,609.43
			25,000	\$	6,510.53
			500	\$	1,789.43
			2,000	\$	1,955.05
27	M	Retail Sales–Shell	5,000	\$	3,914.07
			10,000	\$	4,818.09
			25,000	\$	5,576.36
			200	\$	1,160.18
			800	\$	1,349.47
			1,500	\$	1,914.50
28	M	Retail Sales–TI	3,000	\$	2,480.84
			6,000	\$	3,054.64
			10,000	\$	3,532.25
			1,000	\$	2,671.92
			4,000	\$	3,570.44
29		Warehouse–Complete	10,000	\$	4,897.83
			20,000	\$	5,982.44
			50,000	\$	6,919.24

# Master User Fee Schedule 2014

Building: New Construction Inspection Fees				Inspection	
	ICC (UBC)	Occupancy	Size Basis (sq. ft)		Current Fee
			1,000	\$	3,496.74
			4,000	\$	4,801.74
30	I-1	Medical/24 Hour Care-Complete	10,000	\$	6,230.44
			20,000	\$	7,560.23
			50,000	\$	8,754.88
			1,000	\$	2,539.68
			4,000	\$	4,837.46
31	I-1	Medical/24 Hour Care-Shell	10,000	\$	5,169.01
			20,000	\$	6,340.98
			50,000	\$	7,317.98
			100	\$	1,078.15
			400	\$	1,337.71
32	I-1	Medical/24 Hour Care-TI	1,000	\$	2,791.71
			2,000	\$	3,458.01
			5,000	\$	3,964.15
			1,000	\$	3,182.62
			4,000	\$	5,574.44
33	B	Medical Offices-Complete	10,000	\$	6,002.10
			20,000	\$	7,245.70
			50,000	\$	8,408.84
			1,000	\$	2,199.11
			4,000	\$	3,496.90
34	B	Medical Offices-Shell	10,000	\$	4,823.25
			20,000	\$	5,877.32
			50,000	\$	6,801.17
			250	\$	1,114.62
			1,000	\$	2,240.01
35	B	Medical Offices-TI	2,500	\$	2,384.19
			5,000	\$	2,928.26
			12,500	\$	4,369.34
			250	\$	1,599.08
			1,000	\$	1,973.22
36	I-4	Day Care Facility-Complete	2,500	\$	2,811.27
			5,000	\$	3,584.11
			12,500	\$	4,097.99
			100	\$	625.31
			400	\$	1,213.39
37	I-4	Day Care Facility-TI	1,000	\$	2,022.34
			2,000	\$	2,662.80
			5,000	\$	4,245.43
			500	\$	2,965.86
			2,000	\$	4,026.31
38	H	Hazardous H-Complete	5,000	\$	5,052.14
			10,000	\$	6,228.14
			25,000	\$	10,978.06
			500	\$	1,895.63
			2,000	\$	3,392.91
39	H	Hazardous H-Shell	5,000	\$	3,606.85
			10,000	\$	4,473.21
			25,000	\$	5,144.44
			100	\$	1,561.19
			400	\$	1,702.24
40	H	Hazardous H-TI	1,000	\$	2,867.30
			2,000	\$	3,552.35
			5,000	\$	4,079.79
			50	\$	477.15
			200	\$	592.02
41	U	Accessory Building-Commercial	500	\$	1,486.74
			1,000	\$	1,898.45
			2,500	\$	2,179.79
			50	\$	252.00
			200	\$	482.85
42	U	Commercial Carport	500	\$	713.76

# Master User Fee Schedule 2014

Building: New Construction Inspection Fees				Inspection	
	ICC (UBC)	Occupancy	Size Basis (sq. ft)		Current Fee
			1,000	\$	1,839.55
			2,500	\$	2,113.59
			1,000	\$	3,779.36
			4,000	\$	4,861.47
43	R-2	Apartment Building	10,000	\$	6,324.40
			20,000	\$	7,884.38
			50,000	\$	9,734.02
			100	\$	1,883.67
			400	\$	2,040.40
44	R-2	Multi Family Residential-Addition	1,000	\$	2,224.86
			2,000	\$	3,048.05
			5,000	\$	4,657.63
			200	\$	764.42
			800	\$	1,411.07
45	R-2	Multi Family Residential-Remodel	2,000	\$	3,103.53
			4,000	\$	3,879.56
			10,000	\$	4,467.88
			1,000	\$	1,720.56
			2,000	\$	2,236.70
46	IRC SFD	Single Family (custom or model)	3,000	\$	3,040.85
			5,000	\$	4,640.22
			7,500	\$	4,892.19
			667	\$	1,274.13
			1,333	\$	1,700.78
47	IRC SFD	Single Family-Production / Repeat	2,000	\$	2,236.70
			3,333	\$	3,308.54
			5,000	\$	4,648.34
			800	\$	1,287.14
			1,600	\$	1,397.93
48	R-3	Manufactured Home-Complete	2,400	\$	1,508.71
			4,000	\$	1,593.79
			6,000	\$	1,704.58
			667	\$	1,588.11
			1,333	\$	1,780.06
49	R-3	Prefabricated Dwelling-Complete	2,000	\$	2,177.04
			3,333	\$	2,734.98
			5,000	\$	1,655.01
			800	\$	1,287.14
			1,600	\$	1,397.93
50		Modular Building-Complete	2,400	\$	1,508.71
			4,000	\$	1,593.79
			6,000	\$	1,704.58
			1,667	\$	952.49
			3,333	\$	1,063.27
51		Manufactured Building-Foundation	5,000	\$	1,174.06
			8,333	\$	1,259.14
			12,500	\$	1,369.93
			267	\$	781.42
			533	\$	826.72
52	U	Residential Garage	800	\$	1,001.25
			1,333	\$	1,251.51
			2,000	\$	1,741.15
			120	\$	434.98
			240	\$	460.19
53	U	Accessory Building-Residential	360	\$	596.71
			600	\$	639.25
			900	\$	699.74

# Master User Fee Schedule 2014

Building: New Construction Plan Check Fees				Plan Check	
	ICC (UBC)	Occupancy	Size Basis (sq. ft)		Current Fee
			2,000	\$	2,276.74
			8,000	\$	3,371.40
1	A-1	Assembly Group: Theaters	20,000	\$	5,184.94
			40,000	\$	5,870.58
			100,000	\$	6,110.64
			1,000	\$	2,391.27
			4,000	\$	4,650.00
2	A-2	Assembly Group: Churches, restaurants	10,000	\$	5,650.00
			20,000	\$	6,876.97
			50,000	\$	7,292.51
			250	\$	540.49
			1,000	\$	1,181.49
3	A	Assembly Group-TI	2,500	\$	1,747.31
			5,000	\$	2,296.96
			12,500	\$	3,045.93
			500	\$	2,397.12
			2,000	\$	3,102.57
4	A-3	Church and Religious Bldg-Complete	5,000	\$	5,091.11
			10,000	\$	6,436.26
			25,000	\$	7,591.97
			250	\$	1,560.66
			1,000	\$	1,942.83
5	R-4	Congregate Care-Complete	2,500	\$	2,836.57
			5,000	\$	3,952.62
			12,500	\$	5,509.53
			250	\$	754.10
			1,000	\$	917.09
6	A-3	Church and Religious Bldg-TI	2,500	\$	1,829.47
			5,000	\$	3,205.60
			12,500	\$	4,413.22
			1,000	\$	3,286.25
			4,000	\$	4,510.30
7	E	Educational Building-Complete	10,000	\$	5,610.51
			20,000	\$	6,857.90
			50,000	\$	7,928.91
			250	\$	861.04
			1,000	\$	1,514.15
8	E	Educational Building-TI	2,500	\$	2,934.23
			5,000	\$	3,662.19
			12,500	\$	4,212.25
			500	\$	1,881.36
			2,000	\$	2,351.07
9	S-2	Parking Garage-Complete	5,000	\$	4,476.86
			10,000	\$	5,454.11
			25,000	\$	6,333.33
			1,000	\$	5,813.74
			4,000	\$	6,205.56
10	R-1	Hotel Low/Mid Rise-Complete	10,000	\$	6,655.65
			20,000	\$	8,849.02
			50,000	\$	9,399.87
			1,000	\$	4,655.32
			4,000	\$	4,953.10
11	R-1	Hotel Low/Mid Rise-Shell	10,000	\$	5,288.80
			20,000	\$	6,506.39
			50,000	\$	7,509.68
			250	\$	2,598.66
			1,000	\$	2,724.04
12	R-1	Hotel Low/Mid Rise-TI	2,500	\$	2,877.58
			5,000	\$	3,599.53
			12,500	\$	4,124.23
			500	\$	2,646.54
			2,000	\$	2,972.37
15	B	Offices, etc.-Complete	5,000	\$	4,076.02

# Master User Fee Schedule 2014

Building: New Construction Plan Check Fees				Plan Check	
	ICC (UBC)	Occupancy	Size Basis (sq. ft)		Current Fee
			10,000	\$	5,221.22
			25,000	\$	6,357.13
			500	\$	1,749.55
			2,000	\$	2,058.67
18	B	Offices, etc.–Shell	5,000	\$	2,844.84
			10,000	\$	3,646.31
			25,000	\$	4,183.53
			150	\$	1,032.14
			600	\$	1,086.25
19	B	Offices, etc.–TI	1,500	\$	1,352.56
			3,000	\$	1,756.21
			7,500	\$	2,159.84
			1,000	\$	4,524.72
			4,000	\$	4,853.85
20	F–1	Industrial Building–Complete	10,000	\$	5,212.59
			20,000	\$	6,328.54
			50,000	\$	7,325.03
			1,000	\$	1,900.44
			4,000	\$	2,491.24
21	F–1	Industrial Building–Shell	10,000	\$	3,213.09
			20,000	\$	5,375.05
			50,000	\$	6,211.27
			500	\$	1,386.28
			2,000	\$	1,527.33
22	F–1	Industrial Building–TI	5,000	\$	2,690.31
			10,000	\$	3,300.37
			25,000	\$	3,797.27
			500	\$	1,771.68
			2,000	\$	2,506.21
23	S–1	Repair Garage & Service St–Complete	5,000	\$	4,185.94
			10,000	\$	5,156.45
			25,000	\$	5,947.95
			500	\$	1,339.35
			2,000	\$	1,736.27
24	S–1	Repair Garage & Service St–Shell	5,000	\$	2,924.14
			10,000	\$	4,801.56
			25,000	\$	5,546.53
			100	\$	913.24
			400	\$	1,016.55
25	S–1	Repair Garage & Service St–TI	1,000	\$	1,792.21
			2,000	\$	2,235.44
			5,000	\$	3,645.87
			500	\$	2,298.70
			2,000	\$	2,873.65
26	M	Retail Sales–Complete	5,000	\$	3,787.62
			10,000	\$	5,609.43
			25,000	\$	6,510.53
			500	\$	1,789.43
			2,000	\$	1,955.05
27	M	Retail Sales–Shell	5,000	\$	3,914.07
			10,000	\$	4,818.09
			25,000	\$	5,576.36
			200	\$	1,160.18
			800	\$	1,349.47
			1,500	\$	1,914.50
28	M	Retail Sales–TI	3,000	\$	2,480.84
			6,000	\$	3,054.64
			10,000	\$	3,532.25
			1,000	\$	2,671.92
			4,000	\$	3,570.44
29		Warehouse–Complete	10,000	\$	4,897.83
			20,000	\$	5,982.44
			50,000	\$	6,919.24

# Master User Fee Schedule 2014

Building: New Construction Plan Check Fees				Plan Check	
	ICC (UBC)	Occupancy	Size Basis (sq. ft)		Current Fee
			1,000	\$	3,496.74
			4,000	\$	4,801.74
30	I-1	Medical/24 Hour Care-Complete	10,000	\$	6,230.44
			20,000	\$	7,560.23
			50,000	\$	8,754.88
			1,000	\$	2,539.68
			4,000	\$	4,837.46
31	I-1	Medical/24 Hour Care-Shell	10,000	\$	5,169.01
			20,000	\$	6,340.98
			50,000	\$	7,317.98
			100	\$	1,078.15
			400	\$	1,337.71
32	I-1	Medical/24 Hour Care-TI	1,000	\$	2,791.71
			2,000	\$	3,458.01
			5,000	\$	3,964.15
			1,000	\$	3,182.62
			4,000	\$	5,574.44
33	B	Medical Offices-Complete	10,000	\$	6,002.10
			20,000	\$	7,245.70
			50,000	\$	8,408.84
			1,000	\$	2,199.11
			4,000	\$	3,496.90
34	B	Medical Offices-Shell	10,000	\$	4,823.25
			20,000	\$	5,877.32
			50,000	\$	6,801.17
			250	\$	1,114.62
			1,000	\$	2,240.01
35	B	Medical Offices-TI	2,500	\$	2,384.19
			5,000	\$	2,928.26
			12,500	\$	4,369.34
			250	\$	1,599.08
			1,000	\$	1,973.22
36	I-4	Day Care Facility-Complete	2,500	\$	2,811.27
			5,000	\$	3,584.11
			12,500	\$	4,097.99
			100	\$	625.31
			400	\$	1,213.39
37	I-4	Day Care Facility-TI	1,000	\$	2,022.34
			2,000	\$	2,662.80
			5,000	\$	4,245.43
			500	\$	2,965.86
			2,000	\$	4,026.31
38	H	Hazardous H-Complete	5,000	\$	5,052.14
			10,000	\$	6,228.14
			25,000	\$	10,978.06
			500	\$	1,895.63
			2,000	\$	3,392.91
39	H	Hazardous H-Shell	5,000	\$	3,606.85
			10,000	\$	4,473.21
			25,000	\$	5,144.44
			100	\$	1,561.19
			400	\$	1,702.24
40	H	Hazardous H-TI	1,000	\$	2,867.30
			2,000	\$	3,552.35
			5,000	\$	4,079.79
			50	\$	477.15
			200	\$	592.02
41	U	Accessory Building-Commercial	500	\$	1,486.74
			1,000	\$	1,898.45
			2,500	\$	2,179.79
			50	\$	252.00
			200	\$	482.85
42	U	Commercial Carport	500	\$	713.76

# Master User Fee Schedule 2014

Building: New Construction Plan Check Fees				Plan Check	
	ICC (UBC)	Occupancy	Size Basis (sq. ft)		Current Fee
			1,000	\$	1,839.55
			2,500	\$	2,113.59
			1,000	\$	3,779.36
			4,000	\$	4,861.47
43	R-2	Apartment Building	10,000	\$	6,324.40
			20,000	\$	7,884.38
			50,000	\$	9,734.02
			100	\$	1,883.67
			400	\$	2,040.40
44	R-2	Multi Family Residential-Addition	1,000	\$	2,224.86
			2,000	\$	3,048.05
			5,000	\$	4,657.63
			200	\$	764.42
			800	\$	1,411.07
45	R-2	Multi Family Residential-Remodel	2,000	\$	3,103.53
			4,000	\$	3,879.56
			10,000	\$	4,467.88
			1,000	\$	1,720.56
			2,000	\$	2,236.70
46	IRC SFD	Single Family (custom or model)	3,000	\$	3,040.85
			5,000	\$	4,640.22
			7,500	\$	4,892.19
			667	\$	1,274.13
			1,333	\$	1,700.78
47	IRC SFD	Single Family-Production / Repeat	2,000	\$	2,236.70
			3,333	\$	3,308.54
			5,000	\$	4,648.34
			800	\$	1,287.14
			1,600	\$	1,397.93
48	R-3	Manufactured Home-Complete	2,400	\$	1,508.71
			4,000	\$	1,593.79
			6,000	\$	1,704.58
			667	\$	1,588.11
			1,333	\$	1,780.06
49	R-3	Prefabricated Dwelling-Complete	2,000	\$	2,177.04
			3,333	\$	2,734.98
			5,000	\$	1,655.01
			800	\$	1,287.14
			1,600	\$	1,397.93
50		Modular Building-Complete	2,400	\$	1,508.71
			4,000	\$	1,593.79
			6,000	\$	1,704.58
			1,667	\$	952.49
			3,333	\$	1,063.27
51		Manufactured Building-Foundation	5,000	\$	1,174.06
			8,333	\$	1,259.14
			12,500	\$	1,369.93
			267	\$	781.42
			533	\$	826.72
52	U	Residential Garage	800	\$	1,001.25
			1,333	\$	1,251.51
			2,000	\$	1,741.15
			120	\$	434.98
			240	\$	460.19
53	U	Accessory Building-Residential	360	\$	596.71
			600	\$	639.25
			900	\$	699.74

# Master User Fee Schedule 2014

Building: Mechanical, Plumbing, Electric (MPE) Inspection Fees		Inspection	
	Fee Title		Current Fee
1	<b>Administrative Base Fees</b>		
2	Permit Issuance	\$	39.00
3	Supplemental Permit Issuance	\$	39.00
4	<b>Mechanical Permit Fees</b>		
5	FAU less than 100,000 Btu/h	\$	46.92
6	FAU greater than 100,000 Btu/h	\$	60.15
7	Floor furnace (Including Vent)	\$	104.91
8	Suspended, wall, or floor-mounted heaters	\$	37.02
9	Addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system	\$	32.66
10	Boiler or compressor, up to 3HP/Absorption system up to 100,000 Btu/h	\$	33.52
11	Boiler or compressor, from 3HP to 15 HP/Absorption system from 100,000 Btu/h to 500,000 Btu/h	\$	46.92
12	Boiler or compressor, from 15 HP to 30 HP/Absorption system from 500,000 Btu/h to 1,000,000 Btu/h	\$	47.01
13	Boiler or compressor, from 30 HP to 50 HP/absorption system from 1,000,000 Btu/h to 1,750,000 Btu/h	\$	60.15
14	Boiler or compressor, over 50 HP/Absorption system over 1,750,000 Btu/h	\$	63.71
15	Air-handling unit, including attached ducts	\$	32.66
16	Air-handling unit over 10,000 CFM	\$	37.02
17	Evaporative cooler	\$	47.01
18	Ventilation fan connected to a single duct	\$	25.70
19	Ventilation system (Not a portion of heating or A/C system)	\$	47.01
20	Hood and duct system	\$	50.34
21	Residential Incinerator	\$	156.34
22	Commercial or Industrial Incinerator	\$	156.34
23	Misc. appliances or equipment	\$	58.50
24	Stand Alone Mechanical Plan Check (Hourly Rate)	\$	222.46
25	Other Mechanical Inspections (Per Hour)	\$	222.46
26	<b>Plumbing/Gas Permit Fees</b>		
27	Plumbing fixtures (Per 5 Fixtures)	\$	27.23
28	Building sewer	\$	37.11
29	Rainwater systems (Per Drain)	\$	30.71
30	Cesspool	\$	47.54
31	Private sewage disposal system	\$	91.54
32	Water Heater	\$	24.42
33	Industrial waste pretreatment interceptor	\$	44.56
34	Water piping and/or water treating equipment (Per 5 Fixtures)	\$	38.89
35	Repair or alteration of drainage or vent piping (Per 5 Fixtures)	\$	32.93
36	Each lawn sprinkler system on any one meter	\$	32.93
37	Backflow devices each unit	\$	30.65
38	Atmospheric-type vacuum breakers (Per 5 Fixtures)	\$	28.81
39	Atmospheric-type vacuum breaker (Per 5 Fixtures Over 5 Fixtures)	\$	25.82
40	Gas Piping System (Per 5 Fixtures)	\$	31.10
41	Swimming Pool Plumbing Public Pool	\$	116.20
42	Swimming Pool Plumbing Public Spa	\$	85.70
43	Swimming Pool Plumbing Private Pool	\$	85.70
44	Swimming Pool Plumbing Private Spa	\$	85.70
45	Building sewer	\$	37.11
46	Stand Alone Plumbing Plan Check (Hourly Rate)	\$	117.61
47	Other Plumbing and Gas Inspections (Per Hour)	\$	103.86
48	<b>Electrical Permit Fees</b>		
50	Residential Swimming Pools	\$	79.71
51	Generator	\$	42.12
52	Temporary Power Service	\$	41.26
53	Temporary Power Pole	\$	41.63
54	Sub poles (Each)	\$	38.96
55	Elevator/Escalator	\$	179.71

# Master User Fee Schedule 2014

Building: Mechanical, Plumbing, Electric (MPE) Inspection Fees		Inspection	
Fee Title		Current Fee	
56	<b>Unit Fees:</b>		
57	Receptacle, Switch, and Lighting Outlets		
58	First 10	\$	23.41
59	Each Add'l 10	\$	5.57
60	Lighting Fixtures		
61	First 20	\$	23.41
62	Each Add'l 10	\$	9.35
63	Pole or platform-mounted lighting fixtures (Each)	\$	8.72
64	Theatrical-type lighting fixtures or assemblies (Each)	\$	11.61
65	Residential Appliances (Each)	\$	18.44
66	Nonresidential Appliances	\$	28.55
67	Residential appliances and self-contained, nonresidential appliances (Each)	\$	18.44
68	Appliances not exceeding one horsepower (HP), kilowatt (KW), or kilovolt-ampere (KVA), in rating (Each)	\$	21.07
69	Branch Circuit	\$	7.60
70	New Single Family Residence		\$0.12 per sq. ft.
71	<b>Power Apparatus</b>		
72	Motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment, and other apparatus (All sizes)	\$	42.12
73	Rating in horsepower (HP), kilowatts (KW), kilovolt amperes (KVA), or kilovolt amperes reactive (KVAR)		
74	Up to and including 1 (Each)	\$	21.07
75	Over 1 and not over 10 (Each)	\$	30.09
76	Over 10 and not over 50 (Each)	\$	46.48
77	Over 50 and not over 100 (Each)	\$	75.13
78	Over 100 (Each)	\$	108.86
79	<b>Busways</b>		
80	Trolley and plug-in-type busways—each 100 feet or fraction thereof	\$	28.36
81	*An additional fee will be required for lighting fixtures, motors, and other appliances that are connected to trolley and plug-in-type busways. No fee is required for portable tools		
82	<b>Signs, Outline Lighting, and Marquees</b>	\$	65.00
83	Signs, Outline Lighting, or Marquees supplied from one branch circuit (Each)	\$	65.00
84	Additional branch circuits within the same sign, outline lighting system, or marquee (Each)	\$	24.78
85	<b>Services</b>		
86	Services of 600 volts or less and not over 200 amperes in rating (Each)	\$	126.46
87	Services of 600 volts or less and over 200 amperes to 1000 amperes in rating (Each)	\$	127.30
88	Services over 600 volts or over 1000 amperes in rating (Each)	\$	226.46
89	<b>Miscellaneous Apparatus, Conduits, and Conductors</b>		
90	Electrical apparatus, conduits, and conductors for which a permit is required, but for which no fee is herein set forth	\$	44.51
91	Photovoltaic Systems (Each)	\$	367.50
92	Stand Alone Electrical Plan Check (Hourly Rate)	\$	103.61
93	Other Electrical Inspections (Per Hour)	\$	117.61
94	*These fees include all switches, circuit breakers, contactors, thermostats, relays, and other directly related control equipment.		

# Master User Fee Schedule 2014

Building: Mechanical, Plumbing, Electric (MPE) Plan Check Fees		Plan Check	
	Fee Title		Current Fee
1	<b>Administrative Base Fees</b>		
2	Permit Issuance	\$	39.00
3	Supplemental Permit Issuance	\$	39.00
4	<b>Mechanical Permit Fees</b>		
5	FAU less than 100,000 Btu/h	\$	46.92
6	FAU greater than 100,000 Btu/h	\$	60.15
7	Floor furnace (Including Vent)	\$	104.91
8	Suspended, wall, or floor-mounted heaters	\$	37.02
9	Addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system	\$	32.66
10	Boiler or compressor, up to 3HP/Absorption system up to 100,000 Btu/h	\$	33.52
11	Boiler or compressor, from 3HP to 15 HP/Absorption system from 100,000 Btu/h to 500,000 Btu/h	\$	46.92
12	Boiler or compressor, from 15 HP to 30 HP/Absorption system from 500,000 Btu/h to 1,000,000 Btu/h	\$	47.01
13	Boiler or compressor, from 30 HP to 50 HP/absorption system from 1,000,000 Btu/h to 1,750,000 Btu/h	\$	60.15
14	Boiler or compressor, over 50 HP/Absorption system over 1,750,000 Btu/h	\$	63.71
15	Air-handling unit, including attached ducts	\$	32.66
16	Air-handling unit over 10,000 CFM	\$	37.02
17	Evaporative cooler	\$	47.01
18	Ventilation fan connected to a single duct	\$	25.70
19	Ventilation system (Not a portion of heating or A/C system)	\$	47.01
20	Hood and duct system	\$	50.34
21	Residential Incinerator	\$	156.34
22	Commercial or Industrial Incinerator	\$	156.34
23	Misc. appliances or equipment	\$	58.50
24	Stand Alone Mechanical Plan Check (Hourly Rate)	\$	222.46
25	Other Mechanical Inspections (Per Hour)	\$	222.46
26	<b>Plumbing/Gas Permit Fees</b>		
27	Plumbing fixtures (Per 5 Fixtures)	\$	27.23
28	Building sewer	\$	37.11
29	Rainwater systems (Per Drain)	\$	30.71
30	Cesspool	\$	47.54
31	Private sewage disposal system	\$	91.54
32	Water Heater	\$	24.42
33	Industrial waste pretreatment interceptor	\$	44.56
34	Water piping and/or water treating equipment (Per 5 Fixtures)	\$	38.89
35	Repair or alteration of drainage or vent piping (Per 5 Fixtures)	\$	32.93
36	Each lawn sprinkler system on any one meter	\$	32.93
37	Backflow devices each unit	\$	30.65
38	Atmospheric-type vacuum breakers (Per 5 Fixtures)	\$	28.81
39	Atmospheric-type vacuum breaker (Per 5 Fixtures Over 5 Fixtures)	\$	25.82
40	Gas Piping System (Per 5 Fixtures)	\$	31.10
41	Swimming Pool Plumbing Public Pool	\$	116.20
42	Swimming Pool Plumbing Public Spa	\$	85.70
43	Swimming Pool Plumbing Private Pool	\$	85.70
44	Swimming Pool Plumbing Private Spa	\$	85.70
45	Building sewer	\$	37.11
46	Stand Alone Plumbing Plan Check (Hourly Rate)	\$	117.61
47	Other Plumbing and Gas Inspections (Per Hour)	\$	103.86
48	<b>Electrical Permit Fees</b>		
50	Residential Swimming Pools	\$	79.71
51	Generator	\$	42.12
52	Temporary Power Service	\$	41.26
53	Temporary Power Pole	\$	41.63
54	Sub poles (Each)	\$	38.96
55	Elevator/Escalator	\$	179.71

# Master User Fee Schedule 2014

Building: Mechanical, Plumbing, Electric (MPE) Plan Check Fees		Plan Check	
Fee Title		Current Fee	
56	<b>Unit Fees:</b>		
57	Receptacle, Switch, and Lighting Outlets		
58	First 10	\$	23.41
59	Each Add'l 10	\$	5.57
60	Lighting Fixtures		
61	First 20	\$	23.41
62	Each Add'l 10	\$	9.35
63	Pole or platform-mounted lighting fixtures (Each)	\$	8.72
64	Theatrical-type lighting fixtures or assemblies (Each)	\$	11.61
65	Residential Appliances (Each)	\$	18.44
66	Nonresidential Appliances	\$	28.55
67	Residential appliances and self-contained, nonresidential appliances (Each)	\$	18.44
68	Appliances not exceeding one horsepower (HP), kilowatt (KW), or kilovolt-ampere (KVA), in rating (Each)	\$	21.07
69	Branch Circuit	\$	7.60
70	New Single Family Residence		\$0.12 per sq. ft.
71	<b>Power Apparatus</b>		
72	Motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment, and other apparatus (All sizes)	\$	42.12
73	Rating in horsepower (HP), kilowatts (KW), kilovolt amperes (KVA), or kilovolt amperes reactive (KVAR)		
74	Up to and including 1 (Each)	\$	21.07
75	Over 1 and not over 10 (Each)	\$	30.09
76	Over 10 and not over 50 (Each)	\$	46.48
77	Over 50 and not over 100 (Each)	\$	75.13
78	Over 100 (Each)	\$	108.86
79	<b>Busways</b>		
80	Trolley and plug-in-type busways—each 100 feet or fraction thereof	\$	28.36
81	*An additional fee will be required for lighting fixtures, motors, and other appliances that are connected to trolley and plug-in-type busways. No fee is required for portable tools		
82	<b>Signs, Outline Lighting, and Marquees</b>	\$	65.00
83	Signs, Outline Lighting, or Marquees supplied from one branch circuit (Each)	\$	65.00
84	Additional branch circuits within the same sign, outline lighting system, or marquee (Each)	\$	24.78
85	<b>Services</b>		
86	Services of 600 volts or less and not over 200 amperes in rating (Each)	\$	126.46
87	Services of 600 volts or less and over 200 amperes to 1000 amperes in rating (Each)	\$	127.30
88	Services over 600 volts or over 1000 amperes in rating (Each)	\$	226.46
89	<b>Miscellaneous Apparatus, Conduits, and Conductors</b>		
90	Electrical apparatus, conduits, and conductors for which a permit is required, but for which no fee is herein set forth	\$	44.51
91	Photovoltaic Systems (Each)	\$	367.50
92	Stand Alone Electrical Plan Check (Hourly Rate)	\$	103.61
93	Other Electrical Inspections (Per Hour)	\$	117.61
94	*These fees include all switches, circuit breakers, contactors, thermostats, relays, and other directly related control equipment.		

# Master User Fee Schedule 2014

Building: Miscellaneous Inspection Fees		Inspection	
	Fee Title		Current Fee
1	Cellular/Mobile Phone Free Standing	\$	1,250.00
2	Cellular/Mobile Phone Alteration	\$	682.55
3	Cellular Tower with Equipment Shelter	\$	837.60
4	Awning (Not patio cover)	\$	150.00
5	Compliance Inspections/Re-inspections/Pre-Inspections	\$	198.00
6	Deck (Per 300 sq. ft.)	\$	250.00
7	Demolition	\$	250.00
8	Demolition-Multi Family/Commercial	\$	327.25
9	Door	\$	66.00
10	Duplication Processing Application	\$	67.00
11	Fence or Wall (Wood, chain link, wrought iron)	\$	50.00
12	>6 feet in height, 1st 50 sq. ft.	\$	50.00
13	Each Add'l 50 sq. ft.	\$	25.00
14	Fence or Freestanding Wall (Masonry/Garden)	\$	96.00
15	City Standard, 1st 50 lin. ft.	\$	96.00
16	Each Add'l 50 lin. ft.	\$	62.25
17	Engineered Wall, 1st 50 lin. ft.	\$	118.00
18	Each Add'l 50 lin. ft.	\$	31.12
19	Fireplace (Masonry or pre-fab)	\$	149.60
20	Flag pole (Greater than 6 feet in height)	\$	150.00
21	Accessory Building (Placeholder for possible future use)	\$	-
22			
23	Grading (Cut and Fill)		
24	0-50 cu. yd.	\$	99.00
25	51-100 cu. yd.	\$	99.00
26	Each Add'l 100 cu. yd. or portion thereof	\$	39.00
27	1,000 cu. yd.(Minimum)	\$	39.00
28	Each Add'l 1,000 cu. yd. or portion thereof	\$	39.00
29	10,000 cu. yd. (Minimum)	\$	390.00
30	Each Add'l 10,000 cu. yd. or portion thereof	\$	390.00
31	Pilaster (Each 10)	\$	233.75
32	Lighting pole (Each 10)	\$	285.18
33	Patio Cover (Includes ICC Products)	\$	266.48
34	Lattice (Each 500 sq. ft.)	\$	198.00
35	Solid cover (Each 500 sq. ft.)	\$	118.00
36	Engineered design (Not ICC products)	\$	285.18
37	Patio Enclosure		
38	Wood frame up to 1,000 sq. ft.	\$	209.83
39	Each Add'l 1,000 sq. ft.	\$	209.83
40	Other frame (ICC products) up to 1,000 sq. ft.	\$	285.18
41	Each Add'l 1,000 sq. ft.	\$	308.85
42	Enclosure walls under existing roof first 1,000 sq. ft. of enclosed area-Garage Conversion	\$	311.25
43	Photovoltaic System		
44	Residential	\$	250.00
45	Commercial	\$	500.00
46			
47	Insulation (Per 1,00 sq. ft.)	\$	42.25
48	Drywall (Per 250 sq. ft.)	\$	42.25
49	Pool Demolition (Each)	\$	126.75
50	Acoustical Ceiling (Per 500 sq. ft.)	\$	42.25
51	Framed Wall	\$	42.25
52	Stucco Applications (Up to 2,500 sq. ft.)	\$	247.00
53	Add'l Stucco Application (Over 2,500 sq. ft.)	\$	90.40
54	Retaining Wall (Concrete or masonry)		
55	First 50 lin. ft.	\$	118.00
56	Each Add'l 50 lin. ft.	\$	62.25
57	Special Design, 3-10' high (Up to 50 lin. ft.)	\$	310.00
58	Each Add'l 50 lin. ft.	\$	155.00
59	Special Design, over 10' high (Up to 50 lin. ft.)	\$	439.50
60	Each Add'l 50 lin. ft.	\$	155.00
61	Remodel-Residential		
62	Per 250 sq. ft. up to 500 sq. ft.	\$	142.50

# Master User Fee Schedule 2014

Building: Miscellaneous Inspection Fees		Inspection	
	Fee Title		Current Fee
63	Each Add'l 500 sq. ft.	\$	198.00
64	Re-roofing		
65	Composition-No Tear Off (First 10 squares)	\$	100.00
66	Composition-Resheeting (First 10 squares)	\$	196.35
67	Other roofs (First 10 squares)	\$	196.35
68	Each Add'l 10 squares	\$	35.00
69	Room Addition-Single Story		
70	Up to 199 sq. ft.	\$	331.13
71	From 200 to 499 sq. ft.	\$	534.60
72	From 500 to 1000 sq. ft.	\$	667.00
73	Each Add'l 500 sq ft	\$	820.00
74	Room Addition-Multi Story		
75	Up to 199 sq. ft.	\$	331.13
76	200 to 499 sq. ft.	\$	776.05
77	from 500 to 1000 sq. ft.	\$	822.80
78	Each Add'l 500 sq. ft.	\$	860.20
79	Sauna-steam	\$	247.78
80	Siding	\$	175.00
81	Stone and Brick Veneer (Interior or Exterior)	\$	175.00
82	All Other Veneer	\$	106.75
83	Signs	\$	210.38
84	None Electric Signs (Up to 50 sq. ft.)	\$	233.75
85	None Electric Signs (Over 50 sq. ft.)	\$	210.38
86	Freeway Signs (Up to 50 ft. high)	\$	631.13
87	Freeway Signs (Over 50 ft. high)	\$	631.13
88	Ground/Roof/Projecting Signs/Monument (Up to 50 sq. ft.)	\$	276.00
89	Ground/Roof/Projecting Signs/Monument (Over 50 sq. ft.)	\$	355.30
90	Rework of any existing Ground Sign	\$	276.00
91	Wall/Awning Sign None-Electric (Up to 50 sq. ft.)	\$	203.50
92	Wall/Awning Sign None-Electric (Over 50 sq. ft.)	\$	266.48
93	Wall, Electric (Up to 50 sq. ft.)	\$	285.18
94	Wall, Electric (Over 50 sq. ft.)	\$	257.13
95	Skylight Residential	\$	75.00
96	Skylight Commercial	\$	75.00
97	Each Add'l Skylight	\$	50.00
98	Spa or Hot Tub (Pre-Fabricated)	\$	67.00
99	Stairs Per Story (w/ Calcs)	\$	313.23
100	Storage Racks 0-8 ft. high (Up to 100 lin. ft.)	\$	201.00
101	Each Add'l 100 lin. ft.	\$	243.00
102	Storage Racks over 8 ft. high (Up to 100 lin. ft.)	\$	201.00
103	Each Add'l 100 lin. ft.	\$	151.00
104	Swimming Pool/Spa	\$	149.60
105	Vinyl-lined/fiberglass	\$	149.60
106	Unite (Up to 800 sq. ft.)	\$	392.70
107	Commercial pool (Up to 800 sq. ft.)	\$	392.70
108	Each Add'l 800 sq. ft.	\$	392.70
109	Utility Release for connection or Occupancy	\$	73.00
110	Window or Sliding Glass Door (First)	\$	30.00
111	Each Add'l window or sliding glass door	\$	25.00
112	Bay Window (Each)	\$	144.93
113			
114	Board of Appeals	\$	1,000.00
115	CASp Disabled Access Audit/Compliance Inspection (City Staff Administration & Coordination)		Per Hr. Rate
116	CASp Disabled Access Audit/Compliance Inspection (pass-through of contractor cost, if applicable)		Per Hr. Rate
117	Supplemental Plan Check Fee (First hour)	\$	99.00
118	Each Add'l hour (Or portion thereof)	\$	99.00
119	Special Inspection Fee (First hour)	\$	99.00
120	Each Add'l hour (Or portion thereof)	\$	99.00
121	Emergency (Non-Scheduled) Call Out Fee (2 Hour Minimum)	\$	99.00
122	After Hours Inspection	\$	198.00
123	Each Add'l hour	\$	99.00

# Master User Fee Schedule 2014

Building: Miscellaneous Inspection Fees		Inspection	
Fee Title		Current Fee	
124	After Hours Plan Review (2 Hour Minimum)	\$	99.00
125	Each Add'l hour	\$	99.00
126	Plan Duplication		Per Hr. Rate
127	Services Beyond Standard Fee (Per the Director) (Hourly Rate)		
128			
129	Hourly Rates:		
130	Building Official		Per Hr. Rate
131	Structural Plan Checker		\$100 Per Hr. Rate
132	Building Inspector		Per Hr. Rate
133	Environmental Manager		\$93.5 Per Hr. Rate

# Master User Fee Schedule 2014

Building: Miscellaneous Plan Check Fees		Plan Check	
	Fee Title		Current Fee
1	Cellular/Mobile Phone Free Standing	\$	1,250.00
2	Cellular/Mobile Phone Alteration	\$	682.55
3	Cellular Tower with Equipment Shelter	\$	837.60
4	Awning (Not patio cover)	\$	150.00
5	Compliance Inspections/Re-inspections/Pre-Inspections	\$	198.00
6	Deck (Per 300 sq. ft.)	\$	250.00
7	Demolition	\$	250.00
8	Demolition-Multi Family/Commercial	\$	327.25
9	Door	\$	66.00
10	Duplication Processing Application	\$	67.00
11	Fence or Wall (Wood, chain link, wrought iron)	\$	50.00
12	>6 feet in height, 1st 50 sq. ft.	\$	50.00
13	Each Add'l 50 sq. ft.	\$	25.00
14	Fence or Freestanding Wall (Masonry/Garden)	\$	96.00
15	City Standard, 1st 50 lin. ft.	\$	96.00
16	Each Add'l 50 lin. ft.	\$	62.25
17	Engineered Wall, 1st 50 lin. ft.	\$	118.00
18	Each Add'l 50 lin. ft.	\$	31.12
19	Fireplace (Masonry or pre-fab)	\$	149.60
20	Flag pole (Greater than 6 feet in height)	\$	150.00
21	Accessory Building (Placeholder for possible future use)	\$	-
22			
23	Grading (Cut and Fill)		
24	0-50 cu. yd.		N/A
25	51-100 cu. yd.		N/A
26	Each Add'l 100 cu. yd. or portion thereof		N/A
27	1,000 cu. yd.(Minimum)		N/A
28	Each Add'l 1,000 cu. yd. or portion thereof		N/A
29	10,000 cu. yd. (Minimum)		N/A
30	Each Add'l 10,000 cu. yd. or portion thereof		N/A
31	Pilaster (Each 10)	\$	233.75
32	Lighting pole (Each 10)	\$	285.18
33	Patio Cover (Includes ICC Products)	\$	266.48
34	Lattice (Each 500 sq. ft.)	\$	198.00
35	Solid cover (Each 500 sq. ft.)	\$	118.00
36	Engineered design (Not ICC products)	\$	285.18
37	Patio Enclosure		
38	Wood frame up to 1,000 sq. ft.	\$	209.83
39	Each Add'l 1,000 sq. ft.	\$	209.83
40	Other frame (ICC products) up to 1,000 sq. ft.	\$	285.18
41	Each Add'l 1,000 sq. ft.	\$	308.85
42	Enclosure walls under existing roof first 1,000 sq. ft. of enclosed area-Garage Conversion	\$	311.25
43	Photovoltaic System		
44	Residential	\$	250.00
45	Commercial	\$	500.00
46			
47	Insulation (Per 1,00 sq. ft.)	\$	42.25
48	Drywall (Per 250 sq. ft.)	\$	42.25
49	Pool Demolition (Each)	\$	126.75
50	Acoustical Ceiling (Per 500 sq. ft.)	\$	42.25
51	Framed Wall	\$	42.25
52	Stucco Applications (Up to 2,500 sq. ft.)	\$	247.00
53	Add'l Stucco Application (Over 2,500 sq. ft.)	\$	90.40
54	Retaining Wall (Concrete or masonry)		
55	First 50 lin. ft.	\$	118.00
56	Each Add'l 50 lin. ft.	\$	62.25
57	Special Design, 3-10' high (Up to 50 lin. ft.)	\$	310.00
58	Each Add'l 50 lin. ft.	\$	155.00
59	Special Design, over 10' high (Up to 50 lin. ft.)	\$	439.50
60	Each Add'l 50 lin. ft.	\$	155.00
61	Remodel-Residential		
62	Per 250 sq. ft. up to 500 sq. ft.	\$	142.50

# Master User Fee Schedule 2014

Building: Miscellaneous Plan Check Fees		Plan Check	
	Fee Title		Current Fee
63	Each Add'l 500 sq. ft.	\$	198.00
64	Re-roofing		
65	Composition-No Tear Off (First 10 squares)	\$	100.00
66	Composition-Resheeting (First 10 squares)	\$	196.35
67	Other roofs (First 10 squares)	\$	196.35
68	Each Add'l 10 squares	\$	35.00
69	Room Addition-Single Story		
70	Up to 199 sq. ft.	\$	331.13
71	From 200 to 499 sq. ft.	\$	534.60
72	From 500 to 1000 sq. ft.	\$	667.00
73	Each Add'l 500 sq ft	\$	820.00
74	Room Addition-Multi Story		
75	Up to 199 sq. ft.	\$	331.13
76	200 to 499 sq. ft.	\$	776.05
77	from 500 to 1000 sq. ft.	\$	822.80
78	Each Add'l 500 sq. ft.	\$	860.20
79	Sauna-steam	\$	247.78
80	Siding	\$	175.00
81	Stone and Brick Veneer (Interior or Exterior)	\$	175.00
82	All Other Veneer	\$	106.75
83	Signs	\$	210.38
84	None Electric Signs (Up to 50 sq. ft.)	\$	233.75
85	None Electric Signs (Over 50 sq. ft.)	\$	210.38
86	Freeway Signs (Up to 50 ft. high)	\$	631.13
87	Freeway Signs (Over 50 ft. high)	\$	631.13
88	Ground/Roof/Projecting Signs/Monument (Up to 50 sq. ft.)	\$	276.00
89	Ground/Roof/Projecting Signs/Monument (Over 50 sq. ft.)	\$	355.30
90	Rework of any existing Ground Sign	\$	276.00
91	Wall/Awning Sign None-Electric (Up to 50 sq. ft.)	\$	203.50
92	Wall/Awning Sign None-Electric (Over 50 sq. ft.)	\$	266.48
93	Wall, Electric (Up to 50 sq. ft.)	\$	285.18
94	Wall, Electric (Over 50 sq. ft.)	\$	257.13
95	Skylight Residential	\$	75.00
96	Skylight Commercial	\$	75.00
97	Each Add'l Skylight	\$	50.00
98	Spa or Hot Tub (Pre-Fabricated)	\$	67.00
99	Stairs Per Story (w/ Calcs)	\$	313.23
100	Storage Racks 0-8 ft. high (Up to 100 lin. ft.)	\$	201.00
101	Each Add'l 100 lin. ft.	\$	243.00
102	Storage Racks over 8 ft. high (Up to 100 lin. ft.)	\$	201.00
103	Each Add'l 100 lin. ft.	\$	151.00
104	Swimming Pool/Spa	\$	149.60
105	Vinyl-lined/fiberglass	\$	149.60
106	Unite (Up to 800 sq. ft.)	\$	392.70
107	Commercial pool (Up to 800 sq. ft.)	\$	392.70
108	Each Add'l 800 sq. ft.	\$	392.70
109	Utility Release for connection or Occupancy	\$	73.00
110	Window or Sliding Glass Door (First)	\$	30.00
111	Each Add'l window or sliding glass door	\$	25.00
112	Bay Window (Each)	\$	144.93
113			
114	Board of Appeals	\$	1,000.00
115	CASp Disabled Access Audit/Compliance Inspection (City Staff Administration & Coordination)		Per Hr. Rate
116	CASp Disabled Access Audit/Compliance Inspection (pass-through of contractor cost, if applicable)		Per Hr. Rate
117	Supplemental Plan Check Fee (First hour)	\$	99.00
118	Each Add'l hour (Or portion thereof)	\$	99.00
119	Special Inspection Fee (First hour)	\$	99.00
120	Each Add'l hour (Or portion thereof)	\$	99.00
121	Emergency (Non-Scheduled) Call Out Fee (2 Hour Minimum)	\$	99.00
122	After Hours Inspection	\$	198.00
123	Each Add'l hour	\$	99.00

# Master User Fee Schedule 2014

Building: Miscellaneous Plan Check Fees		Plan Check	
Fee Title		Current Fee	
124	After Hours Plan Review (2 Hour Minimum)	\$	99.00
125	Each Add'l hour	\$	99.00
126	Plan Duplication		Per Hr. Rate
127	Services Beyond Standard Fee (Per the Director) (Hourly Rate)		
128			
129	Hourly Rates:		
130	Building Official		Per Hr. Rate
131	Structural Plan Checker		\$100 Per Hr. Rate
132	Building Inspector		Per Hr. Rate
133	Environmental Manager		\$93.5 Per Hr. Rate

# Master User Fee Schedule 2014

Collection of Debt Fees		
	Fee Title	Staff Rec. Fee
1	<b>Property Liens and Assessments:</b>	
2	Property Liens and Assessments	The City shall pass through to the property owner the amount of any fees charged by San Bernardino County for the processing of property liens, property lien releases, and/or assessments. In addition, the City shall charge \$50.00 for each parcel liened and/or assessed.
3	<b>Late Fee:</b>	
4	Late Fee	Ten (10%) percent of amount remaining unpaid on the day after the stated due date.
5	<b>Returned Check Charges:</b>	
6	Returned Check Charges	\$ 20.00
7	<b>Invoice Billing Fee:</b>	
8	Invoice Billing Fee (Does not apply to utility invoices)	\$ 10.00
9	<b>Collection Agency Fee:</b>	
10	Collection Agency Fee	\$ 25.00

# Master User Fee Schedule 2014

Code Enforcement Fees			
Fee Title		Current Fee	
1	<b>Public Abatement Fees:</b>		
2	Public Nuisance Abatement		Actual Cost
3	Public Nuisance Abatement – Filing Fee		Actual Cost
4	Public Nuisance Abatement – City Abatement Activities and Support		Actual Cost
5	Public Nuisance Abatement – Contracted Abatement (Pass-Through)		Actual Cost
6	Abandoned Vehicle Abatement Private Property (Pass-Through)		Actual Cost
7	Yard Sale Permits (Prior to Event)	\$	10.00

# Master User Fee Schedule 2014

Engineering Fees		
	Fee Title	Current Fee
1	<b>Construction Permit Fees:</b>	
2	Permit Issuance	\$ 30.00
3	<b>Inspection Fee–For City Maintained Facilities:</b>	
4	Under \$10,000 Valuation	\$ 400.00
5	\$10,001 to \$25,000 Valuation	\$ 656.25
6	\$25,001 to \$50,000 Valuation	\$ 1,312.50
7	\$50,001 to \$100,000 Valuation	\$ 2,437.50
8	\$100,001 to \$200,000 Valuation	\$ 4,500.00
9	Over \$200,000 Valuation	2% of Construction Cost Estimate
10	<b>Inspection Fee–For Non–City Maintained Work within R/W :</b>	
11	Under \$10,000 Valuation	\$ 200.00
12	\$10,001 to \$25,000 Valuation	\$ 350.00
13	\$25,001 to \$50,000 Valuation	\$ 750.00
14	\$50,001 to \$100,000 Valuation	\$ 1,500.00
15	\$100,001 to \$200,000 Valuation	\$ 3,000.00
16	\$200,000 to \$400,000 Valuation	\$ 4,000.00
17	Over \$400,000 Valuation	1% of Construction Cost Estimate
18	Requests for permit cancellation and reimbursement subject to \$100.00 processing fee	\$ 100.00
19	Pavement Cuts	Pending
20	<b>Sewer Connection Fees–Residential:</b>	
21	Inland Empire Utilities Agency	\$5,007 Per Equivalent Dwelling Unit
22	City	\$500.70 Per Equivalent Dwelling Unit Plus Reimbursement Costs as May Apply
23	Sewer Connection Fees–II Others	Contact City for Estimate
24	Sewer Maintenance Costs–Residential (Monthly Rate)	
25	Inland Empire Utilities Agency	\$13.39 Per Equivalent Dwelling Unit
26	City	Pending
27		
28	Standby (Service available but not connected)	\$2.35 Per Property
29	Recycled Water Direct Sale	\$215 Per AF
30	Recycled Water Recharge Sale	\$255 Per AF
31	<b>*Inland Empire Utilities Agency fees are pass–through fees</b>	
32	Sewer Dye Test	\$100.00 Each
33	Construction Permit Residential Sewer Connection	\$ 170.00
34	Construction Permit Residential Drive Approach or Sidewalk	\$ 127.00
35	<b>*If property owner voluntarily builds sidewalk at own expense, no cost for permit or inspection.</b>	
36	<b>Miscellaneous Fees:</b>	
37	Encroachment Permit (Block walls, etc.)	\$ 35.00
38	Miscellaneous utility street cuts ≤ 5' x 10'	\$ 127.00
39	Miscellaneous (Surveying, lane closures, temporary parking restrictions, et al.)	\$ 30.00
40	For Land Into Acreage (Each 5 Acres)	\$ 3,000.00
41	Vacation of Street or Alley	\$ 2,000.00
42	<b>Plan Check Fees: (In addition to Outside Consultant Pass–through Cost):</b>	
43	Final Tract or Parcel Map Check Base Fee	\$2,000 Base Fee + \$75 Additional Lot
44	Grading Plan Check (Rough)	\$2,100 First Two Sheets + \$100 Additional Sheet
45	Grading Plan Check (Precise)	\$2,100 First Two + \$300 Additional Sheets
46	Street Plan Check	\$2,100 First Two Sheets + \$1,000 Additional Sheet
47	Sewer Plan Check	\$2,000 First Two Sheets + \$800 Additional Sheet
48	Storm Drain Plan Check	\$2,100 First Two Sheets + \$1,000 Additional Sheet
49	Hydrology Study	\$175 Per Hr. Rate–Three Hour Minimum
50	Consultant Review (Pass–Through)	Actual Cost
51	Minimum Project Fee–Held to pay the consultant for review–Per Sheet (Determined by City Engineer)	N/A
52	Water Quality Management Plan Review–per hour (2 Hour Minimum)	Non–Categorical WQMP–\$1,500/Categorical WQMP–\$3,500
53	Other Engineering Review	\$175.00 Per Hr. Rate
54	<b>Parcel &amp; Lots:</b>	
55	Parcel Merger	\$ 1,600.00
56	Lot Line Adjustment	\$ 1,250.00

# Master User Fee Schedule 2014

Engineering Fees			
	Fee Title		Current Fee
57	<b>Park Development Fees:</b>		
58	Single Family Residential Lot/Dwelling		Land Dedication 478 sq. ft. or \$2,800 Fee Per Unit
59	Multi Family Residential Unit		Land Dedication 431 sq. ft. or \$2,800 Fee Per Unit
60	Mobile Home Space		Land Dedication 308 sq. ft. or \$1,083 Fee Per Unit
61	<b>Transportation Development Impact Fees (DIF):</b>		
62	Single Family Residential Lot/Dwelling		\$1,868.00 Per Unit
63	Multi Family Residential Unit		\$1,307.00 Per Unit
64	Retail		\$8,605.00 Per KSF*
65	Office		\$2,140.00 Per KSF*
66	Industrial		\$1,365.00 Per KSF*
67			*KSF = Thousand Square Feet
68	Transportation Permit Fees (Single Trip)	\$	50.00
69	Transportation Permit (Annual)	\$	100.00

# Master User Fee Schedule 2014

Fire Fees		
	Fee Title	Current Fee
1	<b>Emergency Medical Services:</b>	
2	Non-Resident-Basic Life Support (BLS) Services-Per Call	\$ 299.00
3	Non-Resident-Advanced Life Support (ALS) Services-Per Call	\$ 387.00
4	Resident-BLS Services-Per Call	\$ -
5	Resident-ALS Services-Per Call	\$ 100.00
6	Subscription Application and Renewal Processing-Resident Each	
7	Resident Subscription Option-Per Year	\$ 24.00
8	Subscription Application and Renewal Processing-Business	
9	Business Subscription Option (15 employees or less)-Per Year	\$ 50.00
10	Business Subscription Option (16 employees or more)-Per Year	\$ 100.00
11	<b>Miscellaneous Fees:</b>	
12	Rental of Fire Department Classroom	
13	Montclair Residents	\$30 Per Hr. Rate
14	Montclair Community Group/Fundraising/Fundraising Activity (Non-Profit)	\$15 Per Hr. Rate
15	Non-Resident or Non-Montclair Community Benefit Group	\$60 Per Hr. Rate
16	Incident Reports	\$1.00 Per Report
17	Tenant Improvement and/or Alterations	\$290 Less than 25k sq. ft., \$400 25k-100k sq. ft., \$860 More than 100k sq. ft.
18	Permits Required by the California Fire Code	\$ 25.00
19	<b>New Construction Plan Review and Inspection (All Occupancies):</b>	
20	0-3000 sq. ft.	.04xSq. Ft. (min. of \$100)
21	3001-6000 sq. ft.	.04XSq. Ft.
22	6001-12,000 sq. ft.	.04XSq. Ft.
23	12,001-25,000 sq. ft.	.04XSq. Ft.
24	25,001-50,000 sq. ft.	.04XSq. Ft.
25	50,001-75,000 sq. ft.	.04XSq. Ft.
26	75,001-100,000 sq. ft.	.04XSq. Ft.
27	100,001 sq. ft. or greater	.04XSq. Ft.
28	<b>Fire Sprinkler System Plan Review and Inspections (All Occupancies):</b>	
29	0-3000 sq. ft.	.04xSq. Ft. (min. of \$100)
30	3001-6000 sq. ft.	.04XSq. Ft.
31	6001-12,000 sq. ft.	.04XSq. Ft.
32	12,001-25,000 sq. ft.	.04XSq. Ft.
33	25,001-50,000 sq. ft.	.04XSq. Ft.
34	50,001-75,000 sq. ft.	.04XSq. Ft.
35	75,001-100,000 sq. ft.	.04XSq. Ft.
36	100,001 sq. ft. or greater	.04XSq. Ft.
37	<b>Modify Tenant Improvement:</b>	
38	Fire sprinkler system modifications tenant improvement	\$100 for 0-15 Sprinkler Heads, \$200 for 16 Sprinklers Heads or More
39	<b>Fire Alarm Monitored System Plan Review and Inspection (All Occupancies):</b>	
40	0-3000 sq. ft.	\$200 Per Riser
41	3001-6000 sq. ft.	\$200 Per Riser
42	6001-12,000 sq. ft.	\$200 Per Riser
43	12,001-25,000 sq. ft.	\$200 Per Riser
44	25,001-50,000 sq. ft.	\$200 Per Riser
45	50,001-75,000 sq. ft.	\$200 Per Riser
46	75,001-100,000 sq. ft.	\$200 Per Riser
47	100,001 sq. ft. or greater	\$200 Per Riser
48	<b>Inspection:</b>	
49	Underground fire line review	\$275 1st riser + \$80 per additional
50	Inert Gas Systems	\$150 Per System
51	Chemical Fire Extinguishing Systems	\$150 Per Station
52	Wet Chemical/Kitchen Hood System (Each)	\$ 150.00
53	Paint Spray Booth (Each)	\$ 290.00
54	Fire Alarm Company Permits: Monitoring Companies	\$ 100.00
55	Fire Alarm Company Permits: Installation Companies (Per Riser)	\$ 200.00

# Master User Fee Schedule 2014

Fire Fees			
	Fee Title		Current Fee
56	Fire Alarm Plan Check Modifications	\$	150.00
57	Underground Tank Removal or Installation (Per Tank)	\$	100.00
58	Tent Permits (Per Tent)	\$	100.00
59	Special Inspections		\$100.00 per inspection
60	California Fire Code Permits	\$	25.00
61	Special Event Inspection (e.g., fairs)	\$	100.00
62	Booth / Tent with Electricity	\$	100.00
63	Booth / Tent with Cooking	\$	100.00
64	Booth / Tent without Electricity	\$	100.00
65	Special Event Application Review	\$	100.00
66	Fireworks Permit (Pyrotechnic Show)—Permit only, not including staffing	\$	75.00
67	Excessive False Alarm		\$125 After Fourth Call (during a 12 month period)

# Master User Fee Schedule 2014

General and Miscellaneous Fees			
	Fee Title		Current Fee
1	<b>Printed Material:</b>		
2	Photocopying (Per Page)	\$	0.10
3	Computer Disk	\$	5.00
4	Budget	\$	23.50
5	Montclair Municipal Code	\$	95.00
6	Code Supplements (Per Page)	\$	0.10
7	Zoning Code	\$	30.00
8	General Plan (CD)	\$	15.00
9	General Plan (Paper Copy)	\$	75.00
10	Specific Plan (CD)	\$	15.00
11	Specific Plan (Paper Copy)	\$	25.00
12	North Montclair Downtown Specific Plan (CD)	\$	15.00
13	North Montclair Downtown Specific Plan (Paper Copy)	\$	50.00
14	<b>Zoning or General Plan Map:</b>		
15	Tabloid (11"x17")	\$	5.00
16	"D" size (24"x36")	\$	10.00
17	<b>Street improvement, building plans, sewer plans, aerial photos, etc. (black &amp; white):</b>		
18	"D" size (24"x36")	\$	5.00
19	<b>Aerial photos (color):</b>		
20	Letter (8½"x11")	\$	3.00
21	Tabloid (11"x17")	\$	5.00
22	"D" size (24"x36")	\$	10.00
23	Offset Reproduction		Printer's Rate

# Master User Fee Schedule 2014

Housing Fees			
Fee Title		Current Fee	
1	Inclusionary Housing	\$	15,400.00
2	*Applies only to 15% of newly constructed for sale units of ten or more.		

# Master User Fee Schedule 2014

Human Services Fees		
	Fee Title	Current Fee
1	<b>Summer Day Camp (Youth Center):</b>	
2	Resident Rate	\$90–1st child/every day for 1 week, \$85–Each add'l sibling same session
3	Non–Resident Rate	\$90–1st child/every day for 1 week, \$85–Each add'l sibling same session
4	Camp Hours	
5	Additional Information	
6	<b>Summer Day Program:</b>	
7	Residents Only	\$15 a week plus \$10 registration fee
8	Registration	No Charge
9	<b>Sports Leagues without Contract Youth &amp; Adults:</b>	
10	<b>Summer Youth Basketball</b>	
11	Rate	\$ 30.00
13	<b>Winter Youth Basketball</b>	
14	Rate	\$65 (Divisions A, B, C)/\$45 (Division D)
15	<b>Adult Basketball</b>	
16	Returning Rate Teams	\$ 250.00
17	New Teams Rate	\$ 275.00
18	Forfeit Bond	\$ 100.00
19	Referee	\$25 per game
20	<b>Adult Volleyball League</b>	
21	Returning Team Fee	\$ 150.00
22	New Teams Rate	\$ 175.00
23	Forfeit Bond	\$ 48.00
24	Referee	\$12 per game
26	<b>Baseball Field Rental</b>	
27	Field Rental	\$30 Per Hr. Rate
28	Deposit	\$ 100.00
29	Cancellation	Keep deposit
30	Lights	\$20 Per Hr. Rate
31	Staff	\$25 Per Hr. Rate
32	Youth Usage	
33	Field Rental	\$20 Per Hr. Rate
34	Deposit	\$ 100.00
35	Cancellation	Keep Deposit
36	Lights	\$20 Per Hr. Rate
37	Staff	\$25 Per Hr. Rate
38	<b>Soccer Field</b>	
40	Field Rental	\$30 Per Hr. Rate
41	Deposit	\$ 100.00
42	Cancellation	Keep deposit
43	Staff	\$25 Per Hr. Rate
44	Youth Usage	
45	Field Rental	\$20 Per Hr. Rate
46	Deposit	\$ 100.00
47	Cancellation	Keep Deposit
48	Staff	\$25 Per Hr. Rate
49	<b>Racquet Ball &amp; Weight Room:</b>	
50	Locker Rental	\$15.00 Per Year
51	Racquetball: Weekdays, 7:30 a.m. to 3:30 p.m.	\$5.00 Per Court Per Hr. Rate
52	Racquetball: Weekdays, 4:30 p.m. to 8:30 p.m.	\$7.00 Per Court Per Hr. Rate
54	Racquetball: Saturdays	\$5.00 Per Court Per Hr. Rate
55	Weight room Seniors (60 and over)	No Charge
56	Weight room Annual Membership	\$40.00 Per Year
57	Weight room Monthly Membership	\$5.00 Per Month
58	Weight room/Sauna	\$1.50 Per Visit
59	<b>Recreation Classes:</b>	
60	On Site	Prices Vary Depending On Class
61	*Instructors receive 60% of the fees	
62	Off Site	Prices Vary Depending On Class
63	*Instructors receive 70% of the fees	
64	<b>Mini School:</b>	
65	6 weeks (3–5 years old)	\$ 60.00

# Master User Fee Schedule 2014

Human Services Fees		
	Fee Title	Current Fee
67	<b>Facility Rental:</b>	
68	<b>Community Center Auditorium/Kitchen</b>	
69	Facility Attendance and Use Attendance: Up to 300 People	
70	Montclair Residents	\$125 Per Hr. Rate
71	Montclair Community Group/Fundraising/Fundraising Activity (Non-Profit)	\$50 Per Hr. Rate
72	Non-Resident or Non-Montclair Community Benefit Group	\$150 Per Hr. Rate
73	<b>Alcohol and Beverage</b>	
74	Beverages Sold	\$ 100.00
75	Hosted Bar	\$ 100.00
76	<b>Service</b>	
77	Set-Up/Takedown	Included
78	Community Building Supervisor or Recreational Staff	\$15.00 Per Hr. Rate
79	Security	\$37.24 Hourly rate per security officer includes 15% administrative fee per Police Department Policy
81	Special Event Liability Insurance	
82	1-50 People (Without Alcohol)	\$ 100.18
83	51-500 People (Without Alcohol)	\$ 148.68
84	1-50 People (With Alcohol)	\$ 115.66
85	51-500 People (With Alcohol)	\$ 169.32
86	Sanitation (Collected for Events with 100 Guests or more)	\$ 100.00
87	Kitchen Use	\$ 50.00
88	Trash	\$ 15.00
89	Refundable Deposits	
90	Without Alcohol	\$ 300.00
91	With Alcohol	\$ 500.00
92	<b>Conference Room</b>	
93	Facility Attendance and Use Attendance: Up to 50 People	
95	Montclair Residents	\$30 Per Hr. Rate
96	Montclair Community Group/Fundraising/Fundraising Activity (Non-Profit)	\$15 Per Hr. Rate
97	Non-Resident or Non-Montclair Community Benefit Group	\$60 Per Hr. Rate
98	<b>Service</b>	
99	Set-up/takedown (Montclair Community Group/Fund Raising Activity)	Included
100	Community Building Supervisor or Recreational Staff	\$15 Per Hr. Rate
101	Special Event Liability Insurance	
102	1-50 People (Without Alcohol)	\$ 100.18
103	1-50 People (With Alcohol)	\$ 115.66
104	Trash	\$ 15.00
105	<b>Senior Center/Kitchen</b>	
106	Facility Attendance and Use Attendance: Up to 150 People	
107	Montclair Residents	\$150 Per Hr. Rate
109	Montclair Community Group/Fundraising/Fundraising Activity (Non-Profit)	\$75 Per Hr. Rate
110	Non-Resident or Non-Montclair Community Benefit Group	\$175 Per Hr. Rate
111	<b>Alcohol and Beverage</b>	
112	Beverages Sold	\$ 100.00
113	Hosted Bar	\$ 100.00
114	<b>Service</b>	
115	Set-Up/Takedown	Included
116	Community Building Supervisor or Recreational Staff	\$15 Per Hr. Rate
117	Security	\$37.24 Hourly rate per security officer includes 15% administrative fee per Police Department Policy
118	Special Event Liability Insurance	
119	1-50 People (Without Alcohol)	\$ 100.18
120	51-500 People (Without Alcohol)	\$ 148.68
122	1-50 People (With Alcohol)	\$ 115.66
123	51-500 People (With Alcohol)	\$ 169.32
124	Sanitation (Collected for Events with 100 Guests or more)	\$ 100.00
125	Kitchen Use	\$ 50.00
126	Trash	\$ 15.00
127	Refundable Deposits	

# Master User Fee Schedule 2014

Human Services Fees			
	Fee Title		Current Fee
128	Without Alcohol	\$	300.00
129	With Alcohol	\$	500.00
130	<b>Youth Center/Kitchen</b>		
131	Facility Attendance and Use Attendance: Up to 60 People		
132	Montclair Residents		\$40 Per Hr. Rate
133	Montclair Community Group/Fundraising/Fundraising Activity (Non-Profit)		\$25 Per Hr. Rate
134	Non-Resident or Non-Montclair Community Benefit Group		\$50 Per Hr. Rate
136	<b>Alcohol and Beverage</b>		
137	Beverages Sold	\$	100.00
138	Hosted Bar	\$	100.00
139	<b>Service</b>		
140	Set-Up/Takedown		Included
141	Community Building Supervisor or Recreational Staff		\$15 Per Hr. Rate
142	Security		\$37.24 Hourly rate per security officer includes 15% administrative fee per Police Department Policy
143	Special Event Liability Insurance		
144	1-50 People (Without Alcohol)	\$	100.18
145	51-500 People (Without Alcohol)	\$	148.68
146	1-50 People (With Alcohol)	\$	115.66
147	51-500 People (With Alcohol)	\$	169.32
148	Kitchen Use	\$	50.00
150	Trash	\$	15.00
151	Refundable Deposits		
152	Without Alcohol	\$	300.00
153	With Alcohol	\$	500.00
154	<b>Medical Clinic:</b>		
155	Medical Clinic (Per Visit)		\$15.00 to \$35.00
156	Lab Services (Visit Based on Various Tests)	\$	200.00

# Master User Fee Schedule 2014

Planning Fees		
	Fee Title	Current Fee
1	<b>Administrative:</b>	
2	Administrative Adjustment Non-Residential	\$ 400.00
3	Administrative Adjustment in SFR Zone	\$ 150.00
4	Annexation (Exclusive of LAFCO submittal fees)	\$ 5,285.00
5	Appeal of Administrative Review Decision to Planning Commission	\$ 350.00
6	Appeal of Planning Commission Decision to City Council	1/2 of Original Submittal Fee
7	Code Amendment (Municipal Code)	\$ 2,625.00
8	<b>Conditional Use Permit:</b>	
9	Administrative Conditional Use Permit	\$ 1,475.00
10	Conditional Use Permit (New Land Use)	\$ 2,950.00
11	Conditional Use Permit on or off-premises alcoholic beverage sales in conjunction with an existing establishment	\$ 2,950.00
12	Conditional Use Permit-outdoor seating in conjunction with an existing food establishment	\$ 1,475.00
13	CUP Amendment	\$ 1,475.00
14	CUP Large Family Day Care (9-14 children)	\$250 Set by Legislation
15	<b>Covenants, Conditions &amp; Restrictions (CC&amp;Rs) Review:</b>	
16	CC&Rs-Staff Review	\$500.00 Deposit + Actual Cost
17	CC&Rs-City Attorney Cost (Pass-Through)	Actual cost
18	Development Agreements	\$4,000.00 Deposit + Actual Cost + Staff Time
19	Determination of Similar Use	\$ 500.00
20	<b>Environmental Review:</b>	
21	Initial Study	\$ 1,500.00
22	Environmental Impact Report:	
23	Environmental Impact Report – City Project Management	\$5,000.00 Deposit + Actual Cost
24	Environmental Impact Report – Cost of Preparation Consultant Pass-through	\$5,000.00 Deposit + Actual Cost
25	Filing Fee for Notice of Determination (Pass Through)	Actual Cost
26	Filing Fee for Notice of Exemption (Pass Through)	Actual Cost
27	Mitigation Monitoring	\$2,500.00 Deposit + Actual Cost
28	General Plan Amendment (Applicant Initiated)	\$ 4,210.00
29	Home Occupation Permit	\$ 125.00
30	Hot Food Truck Event Permit	\$ 500.00
31	Irrevocable Annexation Agreement (Exclusive of LAFCO & Clerk of the Board filing fees)	\$ 950.00
32	Historical Property-Landmark Designation	\$ 250.00
33	Mailing List Development (Radius Map) and Preparation of Labels for Public Hearing – First 100 Labels	\$ 185.00
34	Mailing Labels for Public Hearing – Each Add'l 100 Labels or portion thereof	\$ 50.00
35	<b>Minor Modification to Planning Commission Action:</b>	
36	Action Requiring Consideration by Planning Commission and City Council	\$ 1,500.00
37	Action Requiring Consideration by Planning Staff	\$ 400.00
38	<b>Parcel/Tract Maps:</b>	
39	Tentative Map Fees (In addition to CDD Planning Fees)	\$ 1,200.00
40	Parcel Map Tentative – (Max 5)	\$ 2,750.00
41	Tract Map Tentative – Up to 5 Lots	\$ 4,900.00
42	Tract Map Tentative – Each Add'l Lot	\$ 50.00
43	<b>Precise Plan of Design (Design Review):</b>	
44	New Residential Development (First 5 units)	\$ 2,500.00
45	New Residential Development (Each Add'l 5 Units)	\$ 250.00
46	New Single Family Residential Development or Second Story Addition (Requires Planning Commission Review)	\$ 500.00
47	Multifamily Residential Development	\$ 3,500.00
48	Second Unit or Major Accessory Structure in R-1 Zone (Administrative Review)	\$ 350.00
49	PPD – Residential – North Montclair Downtown Specific Plan	\$ 4,500.00
50	PPD – Commercial & Mixed Use North Montclair Downtown Specific Plan	\$ 5,000.00
51	Peer Review – North Montclair Downtown Specific Plan Consultant Cost (Deposit Amount)	\$2000.00 Deposit

# Master User Fee Schedule 2014

Planning Fees		
	Fee Title	Current Fee
52	<b>Non-Residential Development – New Development:</b>	
53	Commercial and Administrative/Professional – first 2 acres (New Development)	\$ 2,500.00
54	Commercial and Administrative/Professional – each add'l acre (New Development)	\$ 750.00
55	Cart Containment/Cart Retrieval Plan Review	\$ 200.00
56	<b>Non-Residential Development – Existing Development:</b>	
57	Commercial and Administrative / Professional – first 2 acres (Existing Development)	\$1,750 Per Acre
58	Commercial and Administrative / Professional – each add'l acre (Existing Development)	\$ 500.00
59	Cart Containment/Cart Retrieval Plan Review	\$ 200.00
60	<b>Printed Material:</b>	
61	Montclair Municipal Code	\$ 95.00
62	Zoning Code	\$ 30.00
63	General Plan (CD)	\$ 15.00
64	General Plan (Paper Copy)	\$ 75.00
65	Specific Plan (CD)	\$ 15.00
66	Specific Plan (Paper Copy)	\$ 25.00
67	North Montclair Downtown Specific Plan (CD)	\$ 15.00
68	North Montclair Downtown Specific Plan (Paper copy)	\$ 50.00
69	<b>Zoning or General Plan Map:</b>	
70	Tabloid (11"x17")	\$ 5.00
71	"D" size (24"x36")	\$ 10.00
72	<b>Street improvement, building plans, sewer plans, aerial photos, etc. (black &amp; white):</b>	
73	"D" size (24"x36")	\$ 5.00
74	<b>Aerial photos (color):</b>	
75	Letter (8½"x11")	\$ 3.00
76	Tabloid (11"x17")	\$ 5.00
77	"D" size (24"x36")	\$ 10.00
78	Photocopying (Per Page)	\$ 0.10
79	Public Notice Associated With Required Public Hearing	Actual Cost
80	<b>Signs:</b>	
81	Single Tenant Sign Program	\$ 600.00
82	Multi Tenant Sign Program	\$ 1,000.00
83	Sign Program Amendment (Minor color changes or similar modifications TBD at Director's discretion)	\$ 250.00
84	Sign Program Amendment (Major)	\$ 500.00
85	Building Mounted Major ID Sign within Sign Program	\$ 80.00
86	Building Mounted Major ID Sign (Max. 3 Signs) or modification to a single tenant freestanding major ID sign not within Sign Program	\$ 200.00
87	Freestanding Major ID Sign	\$ 350.00
88	Sign Face Change Out	\$ 80.00
89	Sign Variance	\$ 1,865.00
90	Temporary Banner Permit (Grand Openings, Promotional) – per time period	\$ 30.00
91	Temporary On-Site Subdivision Sign (Per Sign)	\$ 250.00
92	Temporary On-Site Subdivision Sign (Clean-up deposit)	\$ 350.00
93	Temporary Off-Site Subdivision Sign (Fee equal to CUP fee)	\$ 2,950.00
94	Temporary Off-Site Subdivision Sign (Clean-up deposit)	\$ 350.00
95	Promotional Outdoor Sales (Per Event)	\$ 35.00
96	Seasonal Outdoor Sales – Per Event (Excludes clean-up deposit)	\$ 35.00
97	Seasonal Outdoor Sales (Clean-up deposit)	\$ 350.00
98	Special Outdoor Event Permit (Per Event)	\$ 35.00
99	Specific Outdoor Use	\$ 500.00
100	Specific Plan (Applicant Initiated)	\$ 5,450.00
101	Specific Plan Amendment	\$ 4,210.00
102	Time Extension of an Approved Application	\$ 350.00
103	Variance – Standard	\$ 1,865.00
104	Zone Change (First 3 Acres)	\$ 2,950.00

# Master User Fee Schedule 2014

Planning Fees			
Fee Title		Current Fee	
105	Zone Change (Each Additional Acre)	\$	500.00
106	Zoning and Standards Report	\$	150.00
107	Pre-Application Review (First 3 meetings)	No Charge	
108	Pre-Application Review (Subsequent Meetings)	Bill at Hr. Rate of City Planner	

# Master User Fee Schedule 2014

Police Fees		
	Fee Title	Current Fee
1	<b>Administrative Fees:</b>	
2	Incident Reports	\$1.00 Per Report
3	<b>False Alarm Response Fees:</b>	
4	First through Third Alarm Annually	None
5	Fourth and Subsequent Alarm Annually – Each Response	\$ 50.00
6	<b>Miscellaneous Fees:</b>	
7	Fingerprinting (Inked prints, 2 cards)	\$15.00 Legal Limit
8	Fingerprinting (Live scan)	\$15.00 Legal Limit
9	Local Criminal History Check	\$25.00 Legal Limit
10	Police Computer Data Base Research/Crime Statistic Research (Per hour)	\$ 55.00
11	Second or Subsequent Response to a Party or Gathering which is a Disturbance of the Peace (Prior notification concerning service fee required) – Actual Staff Time at Billable Hourly Rates	Actual Cost Per Incident as Described in Montclair Code
12	Subpoena Duces Tecum (SDT) Document Preparation–First Hour (Plus actual postage costs)	\$ 24.00
13	Subpoena Duces Tecum (SDT) Document Preparation–Each Additional 1/4 hour	\$ 6.00
14	Subpoena for Appearance of a Peace Officer or Firefighter as a Witness in a Civil Action or Proceeding Related to Course of Duties	\$275 deposit, plus actual expenses if actual expense exceed deposit amount paid
15	Subpoena for Employee (other than Peace Officer or Firefighter) for Appearance as a Witness in a Civil Action of Proceeding Related to Course of Duties	\$150 deposit, plus actual expenses if actual expenses exceed deposit amount paid
16	Copies of Traffic Collision Digital Photos (Medium Provided by City)	\$ 30.00
17	Copies of Traffic Collision Photographs–Staff Processing (Plus the actual cost charged by the photo lab)	
18	<b>Motor Vehicle Fees:</b>	
19	Inspections–Citation Sign Offs:	
20	City of Montclair Residents	\$ 10.00
21	Montclair Police Department Issued Citations	\$ 10.00
22	All Others	\$ 15.00
23	<b>Storage/Impound Release:</b>	
24	To Victim of Crime	None
25	Vehicle Storage/Impound Release per VC 22561(g) (Incapacitated driver)	\$ 150.00
26	Vehicle Storage/Impound Release for Vehicle Stored for Evidence Only	Victim or witness vehicle, if vehicle release is obtained within 72 hours of notice of availability for release – no charge; after 72 hours \$150. Vehicle associated with the suspect \$150
27	Vehicle Storage/Impound Release for Arrestee Released per PC 849(b)	None
28	Stored/Impounded Vehicle (Release Fee) – City Fee (Not including tow company charges)	\$ 150.00
29	Repossession Fee	\$ 15.00
30	<b>Police Impound Lot Fees:</b>	
31	Impound Release Administrative Fee	\$ 150.00
32	Impounded Vehicle Towing	\$150 for vehicles with a gross vehicle weight rating under 14,000 pounds
33	Impounded Vehicle Towing	\$170 for vehicles with a gross vehicle weight rating of 14,001 to 19,501 pounds
34	Daily Storage Fee	\$48 for vehicles less than 20-feet in length
35	Daily Storage Fee	\$53 for vehicles greater than 20- feet in length
36	Lien Processing	\$70 for vehicles valued less than \$4,000*
37	Lien Processing	\$100 for vehicles valued greater than \$4,000*
38	<b>*Lien Fee Additional Information</b>	
39	First 72 hours- Release to registered or legal owner (legal owner repossession)– No Lien Fee	
40	After 72 hours, through Day 14- Release to registered owner– One-Half of Lien Fee	
41	After 72 hours, through Day 14- Release to legal owner (repossession)– No Lien Fee	

# Master User Fee Schedule 2014

Police Fees		
	Fee Title	Current Fee
42	Day 15 or after– Release to registered owner or legal owner (legal owner repossession)– Lien process not complete– One-Half of Lien Fee	
43	Day 15 or after– Release to registered owner or legal owner (legal owner repossession)– Lien process is complete– Full Lien Fee	
44	<b>Weapons Related Fees:</b>	
45	Carrying Concealed Weapon–Permit Application (Plus DOJ & FBI fees)	\$ 100.00
46	Carrying Concealed Weapon–Permit Renewal (Plus DOJ & FBI fees)	\$ 25.00
47	Gun Dealer–Permit Application	\$ 55.00
48	Gun Dealer–Renewal	\$ 25.00
49	<b>Other Services:</b>	
50	DUI Emergency Response (w/ TC)	Actual Cost not to Exceed \$12,000
51	<b>Administrative Parking Violation</b>	
52	Late Penalty	\$ 25.00
53	Surcharge for Court Construction Parking Penalty	\$ 4.50
54	Surcharge for Jail Construction Parking Penalty	\$ 3.00
55	Surcharge for Trial Court Trust Fund	\$ 3.00
56	Proof of Equipment Violation Correction	\$ 10.00
57	Returned Check	\$ 25.00
58	<b>Parking Violation</b>	
59	Limited Time Zone	\$ 43.00
60	Keys in Ignition	\$ 43.00
61	Parked Over 72–Hours	\$ 43.00
62	Repairing Vehicle on Roadway	\$ 43.00
63	Vehicle for Sale on Roadway	\$ 43.00
64	Angle Parking	\$ 43.00
65	Parking Adjacent to School	\$ 43.00
66	Parking in Public Alley	\$ 43.00
67	Vendors/Peddlers Parked Over Ten Minutes	\$ 43.00
68	Emergency/Temporary Parking	\$ 43.00
69	Commercial Vehicle–Residential Zone	\$ 103.00
70	Commercial Vehicle–Commercial Zone (4 hour)	\$ 103.00
71	Park in Violation of Curb Marking/Signs	\$ 43.00
72	Green Curb 20 Minutes	\$ 43.00
73	Red Curb	\$ 43.00
74	Yellow/White Curb–Except Load 15 Min.	\$ 43.00
75	Civic Center Parking–Permit Required	\$ 43.00
76	Civic Center–Limited Time Zone	\$ 43.00
77	For Sale on Private Property	\$ 43.00
78	Parking on Unpaved Area, Lawns	\$ 43.00
79	Park on Private Prop–No Cruising Zone	\$ 43.00
80	Block Crossing by Rail Vehicle	\$ 43.00
81	Public Grounds Rules	\$ 43.00
82	Parked on Bike Path	\$ 106.00
83	Parked in Passenger/Freight Zone	\$ 43.00
84	Parked in Intersection	\$ 43.00
85	Parked in Crosswalk	\$ 43.00
86	Parked in Red Zone	\$ 43.00
87	Stopped at Fire Station Entrance–15 feet	\$ 43.00
88	Parked Blocking Driveway	\$ 43.00
89	Parked on Sidewalk	\$ 43.00
90	Stop Opposite Obstruction	\$ 43.00
91	Double Parking	\$ 43.00
92	Stopping in Bus Zone	\$ 253.00
93	Parking in Wheelchair Access	\$ 253.00
94	Park on Right Side–18 inches	\$ 43.00
95	Fire Lane– Posted	\$ 106.00
96	Handicapped Zone (Parked)	\$ 278.00
97	Handicapped Zone (Blocking)	\$ 278.00
98	Handicapped Zone (Boundary Lines)	\$ 278.00

# Master User Fee Schedule 2014

Police Fees			
	Fee Title		Current Fee
99	Handicapped Zone (Crosshatch Lines)	\$	278.00
100	Disabled Parking Zone	\$	43.00
101	Fire Hydrant-15 feet	\$	43.00
102	Motor Running-Unattended Vehicle	\$	43.00
103	Parked-Failure to Set Brake	\$	43.00
104	Parked-Person Locked in Vehicle	\$	106.00
105	Designated Parking Space	\$	43.00
106	Parked Railroad Tracks-Seven feet	\$	43.00
107	Blocking Access Ramp (Sidewalk)	\$	278.00
108	Parking Lot Park Customer Vehicle on Street	\$	106.00
109	Dimmed Lights on Parked Vehicle	\$	43.00
110	Fuel Tank Cap Required *	\$	79.00
111	No Current Registration *	\$	138.00
112	License Plates Required *	\$	79.00
113	License Plate Not Secure *	\$	79.00
114	Current Registration Tabs Required *	\$	79.00
115	<b>*Bail is reduced to \$10 with proof of correction if paid by due date</b>		
116	Violations Not Specifically Outlined	\$	43.00

# Master User Fee Schedule 2014

Refuse Fees		
	Fee Title	Current Fee
1	<b>Residential Refuse Rate:</b>	
2	<b>Household Refuse Rate</b>	
3	Refuse service rate	\$ 10.82
4	Recycling service rate	\$ 3.35
5	Refuse landfill/Transfer rate	\$ 4.10
6	MRF fees	\$ (0.42)
7	Green waste disposal rate	\$ 1.77
8	<b>Total cost of services</b>	\$ 19.62
9	General sanitation fee	\$ 2.82
10	Administrative fee	\$ 3.99
11	Household Hazardous Waste fee	\$ 0.45
12	<b>Total Monthly Cost to Provide Refuse Collection</b>	\$ 26.88
13	<b>Total Monthly Senior Household Rate</b>	\$ 26.88
14	<b>Total Monthly Household Rate</b>	\$ 21.50
15	Monthly City subsidy per senior household	\$ 5.28
16	<b>Miscellaneous</b>	
17	Multifamily bin	\$ 3.11
18	<b>Extra Cart</b>	
19	Refuse	\$ 5.50
20	Recycling	\$ 1.25
21	Green waste	\$ 3.50
22	Large item collection: Monthly Burrtec charge--all City households; cost incorporated in administrative fee	\$ 3,250.00
23	<b>Residential Bin</b>	
24	<b>1.5 Yards</b>	
25	Frequency 1	\$ 93.80
26	<b>Commercial Refuse Rate:</b>	
27	<b>Multifamily Alleyway</b>	
28	Alleyway	\$ 32.94
29	<b>Multifamily Commercial</b>	
30	<b>1.5 Yards</b>	
31	Frequency 1	\$ 104.13
32	Frequency 2	\$ 194.69
33	Frequency 3	\$ 285.68
34	<b>2 Yards</b>	
35	Frequency 1	\$ 121.51
36	Frequency 2	\$ 220.50
37	Frequency 3	\$ 321.43
38	<b>3 Yards</b>	
39	Frequency 1	\$ 171.73
40	Frequency 2	\$ 290.25
41	Frequency 3	\$ 411.02
42	Frequency 4	\$ 531.81
43	Frequency 5	\$ 652.58
44	Frequency 6	\$ 773.38
45	<b>Commercial with Recycling</b>	
46	<b>1.5 Yards</b>	
47	Frequency 1	\$ 100.37
48	Frequency 2	\$ 186.83
49	Frequency 3	\$ 275.23
50	<b>2 Yards</b>	
51	Frequency 1	\$ 116.91
52	Frequency 2	\$ 211.72
53	Frequency 3	\$ 308.05
54	<b>3 Yards</b>	
55	Frequency 1	\$ 165.04
56	Frequency 2	\$ 276.87
57	Frequency 3	\$ 390.54
58	Frequency 4	\$ 504.64
59	Frequency 5	\$ 618.72
60	Frequency 6	\$ 732.83
61	<b>Commercial Greenwaste</b>	
62	<b>3 Yards</b>	

# Master User Fee Schedule 2014

Refuse Fees			
	Fee Title		Current Fee
63	Frequency 1	\$	154.59
64	Frequency 2	\$	260.48
65	Frequency 3	\$	366.39
66	Frequency 4	\$	472.27
67	Frequency 5	\$	578.16
68	Frequency 6	\$	684.06
69	<b>Commercial Compacted</b>		
70	<b>3 Yards</b>		
71	Frequency 1	\$	225.06
72	Frequency 2	\$	401.43
73	Frequency 3	\$	577.80
74	Frequency 4	\$	754.17
75	Frequency 5	\$	930.54
76	Frequency 6	\$	1,106.92
77	<b>4 Yards</b>		
78	Frequency 3	\$	766.98
79	<b>Commercial Temporary</b>		
80	<b>3 Yards</b>		
81	Frequency 7	\$	92.18
82	<b>Commercial Permanent Roll-off</b>		
83	<b>40 Yards</b>		
84	Frequency 6	\$	411.02
85	<b>25 Yards</b>		
86	Frequency 8	\$	494.62
87	<b>10 Yards</b>		
88	Frequency 8	\$	494.62
89	<b>40 Yards Compact</b>		
90	Frequency 8	\$	494.62
91	<b>Commercial Temporary Roll-off</b>		
92	<b>40 Yards</b>		
93	Frequency 6	\$	433.03
94	<b>25 Yards</b>		
95	Frequency 8	\$	523.96
96	<b>10 Yards</b>		
97	Frequency 8	\$	523.96
98	<b>40 Yards Compact</b>		
99	Frequency 8	\$	523.96
100	<b>Commercial Recycling Roll-off</b>		
101	<b>40 Yards</b>		
102	Frequency 6	\$	160.22
103	<b>25 Yards</b>		
104	Frequency 8	\$	160.22
105	<b>10 Yards</b>		
106	Frequency 8	\$	160.22
107	<b>40 Yards Compact</b>		
108	Frequency 8	\$	160.22
109	<b>Commercial Extra Services</b>		
110	Extra Pickup	\$	41.12
111	Locking Container	\$	6.24
112	(Compactors)	\$	85.13
113	Bulky Item Trip Fee	\$	39.73
114	Bulky Item Fee (Each Item)	\$	11.35
115	Relocation Fee (Roll-Off)	\$	85.13
116	Rental Fee (Per Day)	\$	22.90

**RESOLUTION NO. 16-3107**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MONTCLAIR AMENDING  
THE MASTER USER FEE SCHEDULE**

**WHEREAS**, the City of Montclair has the statutory authority to impose fees, charges, and rates under its regulatory and police power as authorized pursuant to California Government Code Section 66000; and

**WHEREAS**, user fees are imposed for services rendered by the City of Montclair that will benefit a specific individual or group of individuals; and

**WHEREAS**, there is a need for the City of Montclair to recoup reasonable costs related to the provisions of specified services; and

**WHEREAS**, user fees are imposed to assign the cost of providing services to the specific individual or group of individuals receiving the benefits of said services, rather than funding said services from General Fund revenues; and

**WHEREAS**, it is the City Council's direction that all user fees, to the extent possible, are to be reviewed and amended annually, consistent with the User Fee Cost Recovery Policy; and

**WHEREAS**, the City of Montclair finds it necessary to correct and/or adjust fees in or add fees to the Master User Fee Schedule that was adopted pursuant to Resolution No. 14-3022.

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

**Section 1.** Master User Fee Revisions. The Master User Fee Schedule Revisions, attached hereto as "Exhibit A," is hereby adopted and all fees contained therein shall be included in the City's current user fee schedule.

**Section 2.** Effective Date. Excluding those fees approved by separate action of the Montclair City Council with conflicting effective dates, this Resolution shall be in full force and effect thirty (30) days after passage.

**APPROVED AND ADOPTED** this XX day of XX, 2016.

\_\_\_\_\_  
Mayor

**ATTEST:**

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

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 16-3107 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, 2016, and that it was adopted by the following vote, to-wit:

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

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Andrea M. Phillips  
Deputy City Clerk

**Exhibit A  
Proposed Master User Fee Revisions**

Fee No.	Section/Title	Change	Description	Current Fee	Proposed Fee	Proposed Fee Change
<b>Building: New Construction Inspection Fees</b>						
25	Repair Garage & Service Station – T.I.	Add size increments to expand fee	Additional size allocation to meet current demand:  10,000 SF - 25,000 SF	Current fee ranges from 100 SF to 5,000 SF	10,000 SF: \$6,525.57 25,000 SF: \$9,543.85	10,000 SF: \$6,525.57 25,000 SF: \$9,543.85
27	Retail Sales – Shell	Add size increments to expand fee	Additional size allocation to meet current demand:  50,000 SF - 200,000 SF	500 SF: \$1,789.43 2,000SF: \$1,955.05 5,000 SF: \$3,914.07 10,000 SF: \$4,818.09 25,000 SF: \$5,576.36	50,000SF: \$6,189.75 100,000SF: \$6,870.62 150,000SF: \$7,628.39 200,000SF: \$8,465.29	50,000SF: \$6,189.75 100,000SF: \$6,870.62 150,000SF: \$7,628.39 200,000SF: \$8,465.29
28	Retail Sales – T.I.	Add size increments to expand fee	Additional size allocation to meet current demand:  50,000 SF - 200,000 SF	200SF: \$1,160.18 800SF: \$1,349.47 1,500SF: \$1,914.50 3,000SF: \$2,480.84 6,000SF: \$3,054.64 10,000SF: \$3,532.25	50,000SF: \$5,062.75 100,000SF: \$6,545.22 150,000SF: \$7,233.83 200,000SF: \$8,005.41	50,000SF: \$5,062.75 100,000SF: \$6,545.22 150,000SF: \$7,233.83 200,000SF: \$8,005.41
47	Singly Family – Production/ Repeat	Unit amount clarification	Change sizes to correlate with Single Family Custom/Model:  1,000 SF - 7,500 SF	667 SF: \$1,274.13 1,333 SF: \$1,700.78 3,000 SF: \$2,236.70 3,333 SF: \$3,308.54 7,500 SF: \$4,648.34	1,000 SF: \$1,430.25 2,000 SF: \$2,013.50 3,000SF: \$2,720.20 5,000 SF: \$4,240.20 7,500 SF: \$4,440.50	1,000 SF: \$1,430.25 2,000 SF: \$2,013.50 3,000SF: \$2,720.20 5,000 SF: \$4,240.20 7,500 SF: \$4,440.50
<b>Building: New Construction Plan Check Fees</b>						
25	Repair Garage & Service Station – T.I.	Add size increments to expand fee	Additional size allocation to meet current demand:  10,000 SF - 25,000 SF	Current fee ranges from 100 SF to 5,000 SF	10,000 SF: \$6,525.57 25,000 SF: \$9,543.85	10,000 SF: \$6,525.57 25,000 SF: \$9,543.85
27	Retail Sales – Shell	Add size increments to expand fee	Additional size allocation to meet current demand:  50,000 SF - 200,000 SF	500 SF: \$1,789.43 2,000SF: \$1,955.05 5,000 SF: \$3,914.07 10,000 SF: \$4,818.09 25,000 SF: \$5,576.36	50,000SF: \$6,189.75 100,000SF: \$6,870.62 150,000SF: \$7,628.39 200,000SF: \$8,465.29	50,000SF: \$6,189.75 100,000SF: \$6,870.62 150,000SF: \$7,628.39 200,000SF: \$8,465.29

**Exhibit A  
Proposed Master User Fee Revisions**

Fee No.	Section/Title	Change	Description	Current Fee	Proposed Fee	Proposed Fee Change
<b>Building: New Construction Plan Check Fees (continued)</b>						
28	Retail Sales – T.I.	Add size increments to expand fee	Additional size allocation to meet current demand:  50,000 SF - 200,000 SF	200SF: \$1,160.18 800SF: \$1,349.47 1,500SF: \$1,914.50 3,000SF: \$2,480.84 6,000SF: \$3,054.64 10,000SF: \$3,532.25	50,000SF: \$5,062.75 100,000SF: \$6,545.22 150,000SF: \$7,233.83 200,000SF: \$8,005.41	50,000SF: \$5,062.75 100,000SF: \$6,545.22 150,000SF: \$7,233.83 200,000SF: \$8,005.41
47	Singly Family – Production/ Repeat	Unit amount clarification	Change sizes to correlate with Single Family Custom/Model:  1,000 SF - 7,500 SF	667SF: \$1,274.13 1,333 SF: \$1,700.78 3,000 SF: \$2,236.70 3,333 SF: \$3,308.54 5000 SF: \$4,648.34	1,000 SF: \$1,430.25 2,000 SF: \$2,013.50 3,000SF: \$2,720.20 5,000 SF: \$4,240.20 7,500 SF: \$4,440.50	1,000 SF: \$1,430.25 2,000 SF: \$2,013.50 3,000SF: \$2,720.20 5,000 SF: \$4,240.20 7,500 SF: \$4,440.50
<b>Building: Mechanical, Plumbing, Electric (MPE) Inspection Fees</b>						
82	Signs, Outline lighting and Marquee	Remove as fee	Inadvertently referenced	None	None	None
91	Photovoltaic Systems	Remove as fee	Inadvertently referenced	None	None	None
<b>Building: Mechanical, Plumbing, Electric (MPE) Plan Check Fees</b>						
82	Signs, Outline lighting and Marquee	Remove as fee	Inadvertently referenced	None	None	None
91	Photovoltaic Systems	Remove as fee	Inadvertently referenced	None	None	None
<b>Building: Miscellaneous Inspection Fees</b>						
12	(Fences) less than 6 ft. in height	Unit amount clarification	Inadvertently referenced as SF instead of Linear Feet (1st 50 Lin. Ft.)	\$50.00	\$50.00	None
13	Each add. 50 SF	Unit amount clarification	Inadvertently referenced as SF instead of Linear Feet (Each additional 50 Lin. Ft.)	\$25.00	\$25.00	None
42	Enclosure walls Garage Conversion	Unit amount clarification	Change increment to add additional SF (Each additional 1,000 SF)	\$311.25 first 1,000 SF	\$486.25 each additional 1,000 SF	\$486.25 each additional 1,000 SF

**Exhibit A  
Proposed Master User Fee Revisions**

<b>Fee No.</b>	<b>Section/Title</b>	<b>Change</b>	<b>Description</b>	<b>Current Fee</b>	<b>Proposed Fee</b>	<b>Proposed Fee Change</b>
<b>Building: Miscellaneous Inspection Fees</b>						
44	Residential Photovoltaic System	Unit amount clarification	Adding unit fee per change in State Law	\$250	\$250 15kW or less \$7.50 per kW over 15kW	\$250 15kW or less \$7.50 per kW over 15kW
45	Commercial Photovoltaic System	Unit amount clarification	Adding unit fee per change in State Law	\$500	50kW or less - \$500 Additional kW up to 250kW: \$3.50 per kW above 50kW More than 250kW - \$1,200 + \$2.50 per kW above 250 kW	50kW or less - \$500 Additional kW up to 250kW: \$3.50 per kW above 50kW More than 250kW - \$1,200 + \$2.50 per kW above 250 kW
80	Siding	Unit amount clarification	Per Structure	\$175.00	\$175.00	None
81	Stone or Brick Veneer	Unit amount clarification	Per Structure	\$175.00	\$175.00	None
82	All other veneer	Unit amount clarification	Per Structure	\$175.00	\$175.00	None
	Plans Examiner	Inadvertently omitted from prior schedule	Hourly rate for additional services	\$93.50 Per Hr. Rate	None	None
<b>Building: Miscellaneous Plan Check Fees</b>						
12	(Fences) less than 6 ft. in height	Unit amount clarification	Inadvertently referenced as SF instead of Linear Feet (1st 50 Lin. Ft.)	\$50.00	\$50.00	None
13	Each add. 50 SF	Unit amount clarification	Inadvertently referenced as SF instead of Linear Feet (Each additional 50 Lin. Ft.)	\$25.00	\$25.00	None
23	Grading (Cut and Fill)	Removal of fee	Fee charged only for inspection	None	None	None
23	0-50 cu. yd.	Removal of fee	Fee charged only for inspection	None	None	None
25	51-100 cu. yd.	Removal of fee	Fee charged only for inspection	None	None	None
26	Each Add'l 100 cu. yd. or portion thereof	Removal of fee	Fee charged only for inspection	None	None	None
27	1,000 cu. yd.(Minimum)	Removal of fee	Fee charged only for inspection	None	None	None

**Exhibit A  
Proposed Master User Fee Revisions**

Fee No.	Section/Title	Change	Description	Current Fee	Proposed Fee	Proposed Fee Change
<b>Building: Miscellaneous Plan Check Fees (continued)</b>						
28	Each Add'l 1,000 cu. yd. or portion thereof	Removal of fee	Fee charged only for inspection	None	None	None
29	10,000 cu. yd. (Minimum)	Removal of fee	Fee charged only for inspection	None	None	None
30	Each Add'l 10,000 cu. yd. or portion thereof	Removal of fee	Fee charged only for inspection	None	None	None
42	Enclosure walls Garage Conversion	Add size increments to expand fee	Change increment to add additional SF (Each additional 1,000 SF)	\$311.25 first 1,000 SF	\$486.25 each additional 1,000 SF	\$486.25 each additional 1,000 SF
44	Residential Photovoltaic System	Unit amount clarification	Adding unit fee per change in State Law	\$250	\$250 15kW or less \$7.50 per kW over 15kW	\$250 15kW or less \$7.50 per kW over 15kW
45	Commercial Photovoltaic System	Unit amount clarification	Adding unit fee per change in State Law	\$500	50kW or less \$500 Additional kW up to 250kW: \$3.50 per kW above 50kW More than 250kW - \$1,200 + \$2.50 per kW above 250kW	50kW or less \$500 Additional kW up to 250kW: \$3.50 per kW above 50kW More than 250kW - \$1,200 + \$2.50 per kW above 250kW
80	Siding	Unit amount clarification	Per Structure	\$175.00	\$175.00	None
81	Stone or Brick Veneer	Unit amount clarification	Per Structure	\$175.00	\$175.00	None
82	All other veneer	Unit amount clarification	Per Structure	\$175.00	\$175.00	None
	Plans Examiner	Inadvertently omitted from prior schedule	Hourly rate for additional services	\$93.50 Per Hr. Rate	\$93.50 Per Hr. Rate	None
<b>Business License: Vendor Fees</b>						
41	Swap Meet	Inadvertently omitted from prior schedule	Portion of Business License permit fee was inadvertently omitted from prior schedule	\$0.50 Per Rental Space for Each Day of Operation	\$0.50 Per Rental Space for Each Day of Operation + \$75 per Quarter	+ \$75 per Quarter
<b>Business License: Application for Special Permit Fees</b>						
	Entertainment, Dance, or Public Assembly	Inadvertently omitted from prior schedule	Business License permit fee	\$25 Annually	\$25 Annually	\$25 Annually

**Exhibit A  
Proposed Master User Fee Revisions**

Fee No.	Section/Title	Change	Description	Current Fee	Proposed Fee	Proposed Fee Change
<b>Business License: Application for Special Permit Fees (continued)</b>						
	Commercial Filming/Photo Shoot Permit	Inadvertently omitted from prior schedule	Business License permit fee	\$100.00 Per Day	\$100.00 Per Day	\$100.00 Per Day
<b>Engineering: Sewer Connection Fees</b>						
19	Pavement Cuts	Inadvertently omitted from prior schedule	Utility cuts to street	\$200.00 Deposit	\$200.00 Deposit	None
21	Inland Empire Utilities Agency Sewer Connection	Initial fee adjustment	Pass-Through by IEAU	\$5,007 Per Equivalent Dwelling Unit	\$5,107 Per Equivalent Dwelling Unit	\$100
22	City Sewer Connection	Initial fee adjustment	Local fee is set at 10% of the IEUA fee	\$500.70 Per Equivalent Dwelling Unit Plus Reimbursement Costs as May Apply	\$511 Per Equivalent Dwelling Unit Plus Reimbursement Costs as May Apply	\$10.30
25	Inland Empire Utilities Agency Sewer Processing	Initial fee adjustment	Pass-Through by IEAU	\$13.39 Per Equivalent Dwelling Unit	\$15.89 Per Equivalent Dwelling Unit	\$2.50
26	City Sewer Processing	Initial fee adjustment	Adopted by Council under 218 process in 2013	Pending	\$7.59	\$7.59
28	Recycled Water Direct Sale	Initial fee adjustment	Pass-Through by IEAU	\$215 Per AF	\$350 Per AF	\$135
29	Recycled Water Recharge Sale	Initial fee adjustment	Pass-Through by IEAU	\$255 Per AF	\$410 Per AF	\$155
<b>General and Miscellaneous: Fees</b>						
	General Notary Services	Inadvertently omitted from prior schedule	Fee for notary services (Taking of Acknowledgment/ Executing Jurat)	\$10.00	\$10.00	\$10.00
<b>Human Services: Summer Day Camp (Youth Center) Fee</b>						
2	Resident Rate	Change name of section to "Rate"	Same fee is charged regardless of resident or non-resident	\$90-1st child/every day for 1 week, \$85- Each add'l sibling same session	\$90-1st child/every day for 1 week, \$85-Each add'l sibling same session	None
3	Non-Resident Rate	Removal of fee	Fee covered under newly titled "Rate" section	\$90-1st child/every day for 1 week, \$85- Each add'l sibling same session	None	None

**Exhibit A  
Proposed Master User Fee Revisions**

<b>Fee No.</b>	<b>Section/Title</b>	<b>Change</b>	<b>Description</b>	<b>Current Fee</b>	<b>Proposed Fee</b>	<b>Proposed Fee Change</b>
<b>Human Services: Summer Day Camp (Youth Center) Fee (continued)</b>						
4	Camp Hours	Removal of fee	Inadvertently referenced as fee	None	None	None
5	Additional Information	Removal of fee	Inadvertently referenced as fee	None	None	None
New	Three Day Summer Camp Plan	Add fee	Include new attendance fee plan	None	\$60 1 <sup>st</sup> child/3 days for 1 week, \$55 each add'l sibling same session	\$60 1 <sup>st</sup> child/3 days for 1 week, \$55 each add'l sibling same session
<b>Human Services: Summer Youth Basket Ball Fees</b>						
11	Youth Basketball Summer Rate	Initial fee adjustment	Fee increase due to program cost increases	\$30.00	\$40.00	\$10.00
<b>Human Services: Racquet Ball &amp; Weight Room Fees</b>						
50	Locker Rental	Removal of fee	Removal of service	\$15.00 Per Year	None	None
51	Racquetball: Weekdays, 7:30 a.m. to 3:30 p.m.	Unit amount change	Adoption of single fee classification to "Racquetball"	\$5.00 Per Court Per Hr. Rate	\$5.00 Per Person Per Hr. Rate	\$5.00 Per Person Per Hr. Rate
52	Racquetball: Weekdays, 4:30 p.m. to 8:30 p.m.	Removal of fee	Change in fee classification	\$7.00 Per Court Per Hr. Rate	None	None
54	Racquetball: Saturdays	Removal of fee	Change in fee classification	\$5.00 Per Court Per Hr. Rate	None	None
<b>Human Services: Racquet Ball &amp; Weight Room Fees</b>						
55	Weight room Seniors (60 and over)	Removal of fee	Weight Room currently undergoing remodel fees will be adjusted once completed	None	None	None
56	Weight room Annual Membership	Removal of fee	Weight Room currently undergoing remodel fees will be adjusted once completed	\$40.00 Per Year	None	None
57	Weight room Monthly Membership	Removal of fee	Weight Room currently undergoing remodel fees will be adjusted once completed	\$5.00 Per Month	None	None

**Exhibit A  
Proposed Master User Fee Revisions**

<b>Fee No.</b>	<b>Section/Title</b>	<b>Change</b>	<b>Description</b>	<b>Current Fee</b>	<b>Proposed Fee</b>	<b>Proposed Fee Change</b>
<b>Human Services: Racquet Ball &amp; Weight Room Fees (continued)</b>						
58	Weight room/Sauna	Removal of fee	Weight Room currently undergoing remodel fees will be adjusted once completed	\$1.50 Per Visit	None	None
<b>Human Services: Facility Rental Fees</b>						
81 - 85	Special Event Liability Insurance	Clarification in Fee	Remove specified fee amounts and replace with "Prices vary according to type of event and number of people" in order to accommodate for changes in insurance rates	Prices vary from \$100.18-\$169.32	Prices vary according to type of event and number of people	Prices vary according to type of event and number of people
101 - 103	Special Event Liability Insurance	Clarification in Fee	Remove specified fee amounts and replace with "Prices vary according to type of event and number of people" in order to accommodate for changes in insurance rates	Prices vary from \$100.18-\$115.66	Prices vary according to type of event and number of people	Prices vary according to type of event and number of people
118 - 123	Special Event Liability Insurance	Clarification in Fee	Remove specified fee amounts and replace with "Prices vary according to type of event and number of people" in order to accommodate for changes in insurance rates	Prices vary from \$100.18-\$169.32	Prices vary according to type of event and number of people	Prices vary according to type of event and number of people
143 - 147	Special Event Liability Insurance	Clarification in Fee	Remove specified fee amounts and replace with "Prices vary according to type of event and number of people" in order to accommodate for changes in insurance rates	Prices vary from \$100.18-\$169.32	Prices vary according to type of event and number of people	Prices vary according to type of event and number of people

**Exhibit A  
Proposed Master User Fee Revisions**

<b>Fee No.</b>	<b>Section/Title</b>	<b>Change</b>	<b>Description</b>	<b>Current Fee</b>	<b>Proposed Fee</b>	<b>Proposed Fee Change</b>
<b>Human Services: Community Garden Fees</b>						
New	Plot Size 4' x 16'	Add Fee	Include Fee for use of Community Garden Plots	None	\$35	\$35
New	Plot Size 4' x 25'	Add Fee	Include Fee for use of Community Garden Plots	None	\$50	\$50
<b>Information Technology: Equipment Fees</b>						
New	Podium/ Microphone	Add Fee	Include Fee to allow for equipment rental	None	\$20	\$20
New	Wireless Microphone	Add Fee	Include Fee to allow for equipment rental	None	\$25	\$25
New	Laptop	Add Fee	Include Fee to allow for equipment rental	None	\$25	\$25
New	Projector	Add Fee	Include Fee to allow for equipment rental	None	\$25	\$25
New	Portable Projection Screen	Add Fee	Include Fee to allow for equipment rental	None	\$20	\$20
New	IT Staff Supervision	Add Fee	Supervision of IT staff required (min. of 2 hour setup/teardown time)	None	\$50 Per Hr.	\$50 Per Hr.
<b>IVHS Animal Control: Dog License Fees</b>						
1	Unaltered	Initial fee adjustment	Fees Charged by IVHS	\$40.00	\$50.00	\$10.00
2	Altered	Initial fee adjustment	Fees Charged by IVHS	\$20.00	\$25.00	\$5.00
3	S/C Unaltered	Initial fee adjustment	Fees Charged by IVHS	\$40.00	\$50.00	\$10.00
<b>Planning: Legal/Consultant Services</b>						
	Reimbursement Agreement Legal/Consultant	Inadvertently omitted from prior schedule	Fee to be charged when additional services are required for Common Interest Developments and Apartment Ownership	Actual Cost	None	None
<b>Police: Miscellaneous Fees</b>						
7	Fingerprinting (Inked prints, 2 cards)	Revision Clarification	Inclusion of DOJ/FBI fees	\$15.00 Legal Limit	\$15.00 Legal Limit (Plus DOJ & FBI fees)	(Plus DOJ & FBI fees)

**Exhibit A**  
**Proposed Master User Fee Revisions**

<b>Fee No.</b>	<b>Section/Title</b>	<b>Change</b>	<b>Description</b>	<b>Current Fee</b>	<b>Proposed Fee</b>	<b>Proposed Fee Change</b>
<b>Police: Miscellaneous Fees (continued)</b>						
8	Fingerprinting (Live Scan)	Revision Clarification	Inclusion of DOJ/FBI fees	\$15.00 Legal Limit	\$15.00 Legal Limit (Plus DOJ & FBI fees)	(Plus DOJ & FBI fees)
17	Copies of Traffic Collision Photographs (Paper)	Removal of fee	Police Department no longer supplies paper copies of photographs	\$30.00	None	None
	Entertainment, Dance, or Public Assembly	Inadvertently omitted from prior schedule	Police Department fee charged in conjunction with Business License Fee	\$25	\$25	None

# AGENDA REPORT

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**SUBJECT:** CONSIDER CONFIRMING THE MAYOR'S RECOMMENDATION TO APPOINT MAYOR PRO TEM RAFT TO SERVE AS THE CITY'S DESIGNATED ELECTED PUBLIC OFFICIAL ON THE SOLID WASTE ADVISORY TASK-FORCE OF SAN BERNARDINO COUNTY AND ACCOUNTANT JANET KULBECK TO SERVE AS THE DESIGNATED ALTERNATIVE REPRESENTATIVE

**DATE:** December 21, 2015  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 10  
**FILE I.D.:** REF335  
**DEPT.:** CITY MGR.

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**REASON FOR CONSIDERATION:** The Solid Waste Advisory Task-Force (SWAT) of San Bernardino County is a task force dedicated to coordinating the development of source reduction, recycling, and countywide sitting elements for the disposal of solid waste, recycling, compost, and hazardous materials. Each City within San Bernardino County is required to have an elected public official serve on the task force. Currently, the City has no designated elected public official serving on the task force. As such, the City is required to appoint an elected public official and designate an alternative representative to serve on the SWAT.

Pursuant to Government Code §40605, the Mayor, with the approval of the City Council, shall make all appointments to boards, commissions, and committees.

**BACKGROUND:** The Solid Waste Advisory Task-Force (SWAT) of San Bernardino County was created to form a membership of local agencies, representatives from various stakeholder groups, and the general public to coordinate efforts within San Bernardino County to divert waste from landfills as required by AB 939 *The Integrated Waste Management Act*.

Membership is comprised of a representative from the County, as well as, representatives of the incorporated cities of the County. Each representative of a city or the County, when absent, may be represented in turn by a designated alternate representative. Membership is further comprised of ten representatives from the solid waste industry, environmental organizations, the general public, and special districts throughout the County.

Pursuant to Government Code §40605, the Mayor, with the approval of the City Council, shall make all appointments to boards, commissions, and committees. The Mayor is recommending appointing Mayor Pro Tem Carolyn Raft to serve as the designated elected public official to the SWAT and further recommends appointing City Accountant Janet Kulbeck to serve as the designated alternative representative to the SWAT.

**FISCAL IMPACT:** Confirming the Mayor's recommendations would have no direct fiscal impact on the City's General Fund.

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Prepared by: 

Fiscal Impact  
Finance Review: 

Proofed by: 

Reviewed and  
Approved By: 

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**RECOMMENDATION:** Staff recommends the City Council confirm the Mayor's recommendation to appoint Mayor Pro Tem Raft to serve as the designated elected public official on the Solid Waste Advisory Task-Force of San Bernardino County and Accountant Janet Kulbeck to serve as the designated alternative representative.

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF THE MONTCLAIR HOUSING AUTHORITY ANNUAL REPORT PURSUANT TO SECTION 3416.1(F) OF THE HEALTH AND SAFETY CODE (SB 341) FOR FISCAL YEAR 2014-15

**DATE:** December 21, 2015

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 11

**FILE I.D.:** MHA030

**DEPT.:** CITY MGR./MHA

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**REASON FOR CONSIDERATION:** Senate Bill 341 became effective on January 1, 2014. The bill amended Section 34176 of the Health and Safety Code and added Section 34176.1. Health and Safety Code Section 34176 revised redevelopment law related to certain expenditure requirements of Low and Moderate Housing Funds of former redevelopment agencies. In general, Section 34176.1 limited future expenditures of administrative funds used for the monitoring and preservation of affordability covenants, directed that certain funds remaining in the Low and Moderate Income Housing Fund be directed to extremely low income households, and added certain audit and reporting requirements.

The report labeled "SB 341 Compliance Report" is attached for consideration by the City Council and Montclair Housing Authority Commission pursuant to Health and Safety Code Section 34176.1 (f). The audit report will be provided to the City Council and Montclair Housing Authority Commission upon its receipt from the independent audit firm of Van Lant & Fankhanel, LLC. The City Council and Montclair Housing Authority Commission are requested to consider approval of the SB 341 Compliance Report.

**BACKGROUND:** As the City Council and Montclair Housing Authority Commissioners will recall, the California Supreme Court's decision in *California Redevelopment Association, et. al. v. Matosantos* upheld AB X1 26, The Dissolution Act. The Dissolution Act caused the dissolution of all California redevelopment agencies. On January 12, 2012, the City of Montclair City Council elected to become and serve as the Successor Agency to the City's dissolved redevelopment agency. The City is performing its functions as the Successor Agency to the former Redevelopment Agency under the Dissolution Act to administer the enforceable obligations of the Agency and otherwise unwind the Agency's affairs, all subject to review and approval of the seven-member Oversight Board.

On January 12, 2012, pursuant to Section 34176 of the Dissolution Act, the City Council selected the Montclair Housing Authority to assume all housing assets and functions of the former City of Montclair Redevelopment Agency. Therefore, on February 1, 2012, the Montclair Housing Authority became the "Housing Successor" of the former Redevelopment Agency pursuant to the Dissolution Act. The actions of the

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Prepared by:



Fiscal Impact  
Finance Review:



Proofed by:



Reviewed and  
Approved By:



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Housing Successor are not subject to the review and approval of the Oversight Board.

As indicated, certain provisions of SB 341 require that the Housing Successor prepare a Compliance Report and have an audit completed. The SB 341 Compliance Report responds to the requirements of Section 34176.1 (f) of the Health and Safety Code. The SB 341 Compliance Report also includes financial data for the Montclair Housing Corporation which operates the properties owned by the Montclair Housing Authority. Primarily, the Report indicates the following:

- The Montclair Housing Authority has received approximately \$34,390 in income during Fiscal Year 2014-15. The income has come largely from the refund of property taxes that had been collected by the County on residential units operated by the Montclair Housing Corporation and from repayment of Neighborhood Partnership loans. Rental income is the Montclair Housing Corporation's main source of revenue.
- The assets of the Montclair Housing Authority chiefly include real estate composed of the 98 residential units operated by the Montclair Housing Corporation and residual receipts loans. The Montclair Housing Corporation owes the Montclair Housing Authority approximately \$5.3 million from loans provided by the former City of Montclair Redevelopment Agency. This accounts for the approximately \$3.5 million in negative fund balance shown for the Montclair Housing Corporation.
- The only Fiscal Year 2014-15 expenditures of the Montclair Housing Authority were composed of legal fees. The expenditures shown for the Montclair Housing Corporation include administrative costs by staff, building insurance, management company costs which include charges for minor repairs and maintenance, major repairs and maintenance, costs for health permits and miscellaneous charges. Costs exceed revenue as the Montclair Housing Corporation dips from its reserved funds to complete certain long term maintenance items. Monies loaned from the former Redevelopment Agency are slated for major rehabilitation and maintenance needs.
- The report indicates that the carrying value of the housing units owned by the Montclair Housing Authority is \$12.1 million. The Montclair Housing Corporation owes the Housing Authority \$5.3 million in loan repayment. Approximately \$12 million is owed to the Montclair Housing Corporation from residual receipts loans to Augusta Homes (loans for rehabilitation of mobile home parks), Neighborhood Partnership Housing Services (loans to home owners for housing rehabilitation), and National Community Renaissance (loans for acquisition and construction of new affordable housing).
- The Montclair Housing Authority currently exceeds its Section 33413 inclusionary housing requirements. The income of the Montclair Housing Authority is non-recurring. Without a source of revenue, the Montclair Housing Authority will no longer be able to provide additional affordable housing units.
- In 2014, the Legislature amended the Dissolution Law to provide housing authorities with a "housing entity administrative cost allowance" for the period from July 1, 2014 to July 1, 2018, inclusive. This allowance would be a minimum of \$150,000 per year for the five year period; however, the Department of Finance rejected successor agencies' claims for these indicating that they were only applicable to a few select entities. The Montclair Successor

Agency sued the Department of Finance claiming that the Montclair Housing Authority was due these monies. The Sacramento Superior Court decided in favor of the Montclair Successor Agency and the Department of Finance is currently appealing that decision. If that appeal fails then the Montclair Housing Authority would be able to receive a total of \$750,000 for administrative purposes.

- Within the last 10 years, the City of Montclair Redevelopment Agency Low and Moderate Income Housing Fund provided financing for 228 deed restricted affordable rental housing units. Thirty eight percent of the units were for senior housing which complies with provisions of Section 34176.1 (f).

**FISCAL IMPACT:** Approval of the Annual Report by the City Council and Montclair Housing Authority Commission will create no fiscal impact for the City or Montclair Housing Authority. With no permanent source of the funding, the Montclair Housing Authority has extremely limited resources for the purpose of providing low and moderate housing.

As indicated, the Audit Report will be supplied to the City Council and Montclair Housing Authority Commission upon receipt from Van Lant & Frankhanel, LLC which should occur prior to December 31, 2015.

**RECOMMENDATION:** Staff recommends that the City Council and Montclair Housing Authority Commission approve the Annual Report prepared pursuant to Section 34176.1 (f) of the Health and Safety Code (SB 341) for Fiscal Year 2014-15.

## Successor Housing Entity – Montclair Housing Authority

H&SC section 34176.1 (f) Section 33080.1 of this code and Section 12463.3 of the Government Code shall not apply. Instead, the housing successor shall conduct, and shall provide to its governing body, an independent financial audit of the Low and Moderate Income Housing Asset Fund within six months after the end of each fiscal year, which may be included in the independent financial audit of the host jurisdiction. If the housing successor is a city or county, it shall also include in its report pursuant to Section 65400 of the Government Code and post on its Internet Web site all of the following information for the previous fiscal year. If the housing successor is not a city or county, it shall also provide to its governing body and post on its Internet Web site all of the following information for the previous fiscal year:

**Response:**

The Montclair Housing Authority's and Montclair Housing Corporation's financial information is part of the annual financial audit report prepared for the City of Montclair and therefore it meets the requirement by being included "in the independent financial audit of the host jurisdiction".

- (1) The amount deposited to the Low and Moderate Income Housing Asset Fund, distinguishing any amounts deposited for items listed on the Recognized Obligation Payment Schedule from other amounts deposited.

**Response:**

The operations of Low and Moderate Income Housing are separated and reported by two entities. The Montclair Housing Authority (Housing Authority) is the Successor Housing Entity which under the redevelopment dissolution law took over housing assets from the City of Montclair Redevelopment Agency Low and Moderate Income Housing Funds upon its dissolution. Those housing assets included single and multifamily residential housing units which are operated and maintained by the Montclair Housing Corporation (Housing Corporation) which is a separate 501(c)(3) non-profit California Corporation. The rents and other income from the housing operations belong to the Housing Authority; however, they are granted to the Housing Corporation for use in covering expenses of operating the various housing units. Below is a summary of the deposits of both of these entities for fiscal year 2014-15:

	Housing Authority	Housing Corporation	Total
Deposits for fiscal year 2014-15	\$ 34,387.24	\$ 838,403.81	\$ 872,791.05
Deposit detail:			
Grant from Housing Authority - Rental income	\$ -	\$ 834,097.55	\$ 834,097.55
Interest earnings	-	4,306.26	4,306.26
Rehabilitation loan repayments	7,252.18	-	7,252.18
Refund of property tax payments	27,135.06	-	27,135.06
	\$ 34,387.24	\$ 838,403.81	\$ 872,791.05

None of the deposits above relate to any obligations listed on a Recognized Obligation Payment Schedules.

- (2) A statement of the balance in the fund as of the close of the fiscal year, distinguishing any amounts held for items listed on the Recognized Obligation Payment Schedule from other amounts.

**Response:**

Since this section does not define what "balance" is required, the fund balances present in the Low and Moderate Income Housing Asset Fund of the Montclair Housing Authority and the fund balance of the Montclair Housing Corporation are presented and detailed into their component amounts. Those balance and amounts are as follows as of June 30, 2015:

	Housing Authority	Housing Corporation	Total
Fund Balance	\$ 20,410,933.51	\$ (3,474,164.48)	\$ 16,936,769.03
Components of Fund Balance:			
Nonspendable - Due from Housing Corporation	\$ 5,358,771.61	\$ -	\$ 5,358,771.61
Nonspendable - Residential Real Estate	12,141,000.00	-	12,141,000.00
Nonspendable - Residual Receipt Loan Receivabl	2,599,907.72	-	2,599,907.72
Unassigned	311,254.18	(3,474,164.48)	(3,162,910.30)
	\$ 20,410,933.51	\$ (3,474,164.48)	\$ 16,936,769.03

- (3) A description of expenditures from the fund by category, including, but not limited to, expenditures (A) for monitoring and preserving the long-term affordability of units subject to affordability restrictions or covenants entered into by the redevelopment agency or the housing successor and administering the activities described in paragraphs (2) and (3) of subdivision (a), (B) for homeless prevention and rapid rehousing services for the development of housing described in paragraph (2) of subdivision (a), and (C) for the development of housing pursuant to paragraph (3) of subdivision (a).

**Response:**

Total expenditures for fiscal year 2014-15 by category were as follows:

	<u>Housing Authority</u>	<u>Corporation</u>	<u>Total</u>
Expenditures:			
Administrative costs	\$ -	\$ 364,959.13	\$ 364,959.13
Legal costs	8,674.24	-	8,674.24
Insurance	-	35,517.68	35,517.68
Management service company costs	-	468,862.30	468,862.30
Repairs and maintenance	-	179,184.05	179,184.05
Permits	-	896.00	896.00
Other professional services	-	834.00	834.00
	<u>\$ 8,674.24</u>	<u>\$ 1,050,253.16</u>	<u>\$ 1,058,927.40</u>
Total			

Operations of the multifamily residential units owned by the Montclair Housing Authority (Successor Housing Entity) is done by the Montclair Housing Corporation a separate 501(c)(3) nonprofit corporation. As such, the Montclair Housing Authority has not directly incurred any expenditures for monitoring or administering affordability restrictions or covenants as these are done by the Montclair Housing Corporation as part of administering and preserving those properties. All properties owned by the Housing Authority have 55 year deed restrictions present for low and moderate income housing purposes.

- (4) As described in paragraph (1) of subdivision (a), the statutory value of real property owned by the housing successor, the value of loans and grants receivable, and the sum of these two amounts.

**Response:**

The statutory values of real property, loans and grants receivable at June 30, 2015 were as follows:

	<u>Housing Authority</u>
Real property	\$ 12,141,000.00
Loans receivable - Montclair Housing Corporation	5,358,771.61
Residual receipt loans receivable	<u>12,011,155.56</u>
Total Real Property and Receivables	<u>\$ 29,510,927.17</u>

- (5) A description of any transfers made pursuant to paragraph (2) of subdivision (c) in the previous fiscal year and, if still unencumbered, in earlier fiscal years and a description of and status update on any project for which transferred funds have been or will be expended if that project has not yet been placed in service.

**Response:**

No transfers of monies have been done by the Montclair Housing Authority or from the Montclair Housing Corporation from the time the dissolution act was implemented (February 1, 2012) through June 30, 2015.

- (6) A description of any project for which the housing successor receives or holds property tax revenue pursuant to the Recognized Obligation Payment Schedule and the status of that project.

**Response:**

The Montclair Housing Authority and the Montclair Housing Corporation receive no property tax revenues. Neither of these entities have received nor currently holds any tax revenues pursuant to a Recognized Obligation Payment Schedule.

- (7) For interests in real property acquired by the former redevelopment agency prior to February 1, 2012, a status update on compliance with Section 33334.16. For interests in real property acquired on or after February 1, 2012, a status update on the project.

**Response:**

Section 33334.16 of the Health and Safety Code generally requires that for each interest in real property acquired by a redevelopment agency with Low to Moderate Income Housing Fund monies, a redevelopment agency must begin the development or rehabilitation of the property within five years from the date of acquisition. In the case of the former City of Montclair Redevelopment Agency, all properties acquired by the former Redevelopment Agency have been (or are in process of being) rehabilitated or sold for new housing development. The narrative below provides an update on the status of the units and/or property owned by the former City of Montclair Redevelopment Agency upon redevelopment agency dissolution in February 2012.

The former City of Montclair Redevelopment Agency was the owner of 98 units of affordable housing. One of the units is still in the process of being rehabilitated. The housing units were purchased and rehabilitated by the former Redevelopment Agency with Low-and Moderate-Income Housing Funds. The 98 units contain 55 year deed restrictions for affordability; approximately 80 percent of the units are deed restricted for very low income families; and over 300 people currently reside in these units.

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

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

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

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

The Successor Agency to the City of Montclair Redevelopment Agency was finally allowed to delete the 98 units of low- to moderate-income housing (**Housing Assets**) in the Long- Range Property Management Plan that were held by the Montclair Housing Corporation. Per direction from DOF, pursuant to DOF Determination on OB Resolution No. 13-10 dated December 13, 2013, the transfer of the 98 units to the Montclair Housing Authority was approved.

Of the 98 units, the only unit requiring rehabilitation at the time of dissolution was the property at 5444 Palo Verde Street purchased prior to dissolution in 2011. Since its acquisition, this property has undergone extensive rehabilitation to clear trees and overgrown vegetation and to correct a variety of building code violations. The remaining items to be performed on the unit included replacement of broken windows and painting the exterior of the house. The house is currently ready to be rented to an income qualifying family.

The other property owned by the former Redevelopment Agency upon dissolution was located at 4113 Kingsley Street. The .47-acre property was acquired by the former Redevelopment Agency on January 20, 2009. The purchase price for the property was \$330,000. The property was acquired with Low to Moderate Income Housing Funds. At the time the property was acquired, staff held preliminary discussions with National CORE to determine its interest in considering the site for special needs housing. Development of a Special Needs Housing project was of interest to National CORE. National CORE developed similar projects in the past and has partnered with nonprofit social service providers regarding tenancy and social service needs. The proposed location for the National CORE Special Needs project lies directly east of Vista Del Cielo on the southwest corner of Kingsley Street and Pradera Avenue. This site also serves as an entry corner for the Montclair Meadows Foundation Area and the San Antonio Vista Apartments. On September 8, 2009, the Redevelopment Agency Board of Directors approved an Exclusive Right to Negotiate Agreement between the City of Montclair Redevelopment Agency and National CORE regarding the 4113 Kingsley Street site. Through the Exclusive Right to Negotiate Agreement, the Redevelopment Agency Low and Moderate Income Housing Fund provided National CORE with a predevelopment loan of approximately \$252,000. These funds were used to develop building plans for the property and to gain City entitlements. The project was entitled by the Planning Commission on March 14, 2011.

An Option Agreement regarding purchase of 4113 Kingsley Street was approved by the Redevelopment Agency Board of Directors and National CORE on October 19, 2009. The Option Agreement provided National CORE with the ability to apply for United States Department of Housing and Urban Development (HUD) Section 811 funding to finance the development of affordable housing for developmentally disabled persons. The Option Agreement also committed that the Redevelopment Agency Board of Directors would consider providing National CORE with a residual receipts loan of at least \$1.6 million. National CORE received a commitment for funding from the Section 811 program in 2010. However, National CORE still found itself in need of additional funding for the project and sought to apply for the California 9 Percent Low- Income Housing Tax Credit (LIHTC) program. Therefore, on December 30, 2010, the Option Agreement with National CORE was extended until December 30, 2012.

National CORE was successful at receiving 9 Percent LIHTC and with the HUD Section 811 funding, National CORE was ready to finance the 18-unit Special Needs Housing Project for persons with developmental disabilities for several months. National CORE wrote a letter to the Successor Agency seeking to exercise the option for acquisition of the property. In addition, without an open escrow for the site, National CORE would be in danger of losing its commitment for HUD financing.

A public hearing to consider the Disposition and Development Agreement (DDA) with National CORE regarding the Special Needs Housing Project at 4113 Kingsley Street was set to be considered by the Redevelopment Agency Board of Directors and City Council on July 5, 2011. Unfortunately, Governor Brown signed the redevelopment dissolution legislation, AB 1X 26, on June 27, 2011. Therefore, the Redevelopment Agency Board of Directors and City Council were not able to approve the DDA with National CORE and the 4113 Kingsley Street property returned to its state as an unimproved asset of the redevelopment agency.

With the official dissolution of redevelopment agencies on February 1, 2012, the City of Montclair formed the Montclair Housing Authority to assume responsibility for former redevelopment agency housing assets. The City became the successor agency for former redevelopment agency's nonhousing assets. Successor Agency Special Counsel opined that housing assets should be transferred to the housing successor agency by matter of law so a grant deed was not recorded to commemorate the transfer.

With the adoption of AB 1484 on June 27, 2012, the housing assets of each former redevelopment agency were to be listed on a Housing Asset Transfer form and submitted to the Department of Finance (DOF) for approval. The submittal of the Housing Asset Transfer form to DOF had to be completed by August 1, 2012. The Housing Asset Transfer form for the former City of Montclair Redevelopment Agency included the property located at 4113 Kingsley Street. The Housing Asset Transfer form listed this property as a site to be used for an affordable Special Needs Housing project having a valid Option to Purchase Agreement by National CORE. In addition, the Oversight Board approved the Housing Asset Transfer form on July 25, 2012 and adopted Resolution No. 12-11 approving the transfer of housing assets to the Montclair Housing Authority.

On August 25, 2012, the DOF made the determination that the 4113 Kingsley Street property was not a housing asset. Successor Agency staff submitted a Request to "Meet and Confer" regarding this matter on September 13, 2012. The "Meet and Confer" with DOF was conducted on November 21, 2012. Representatives from National CORE and the Successor Agency staff presented the background regarding the property and discussed the lawsuit that would ensue if DOF maintained its position that 4113 Kingsley Street was not a housing asset. Finally, on December 21, 2012 DOF issued a letter reversing the determination that 4113 Kingsley Street was a nonhousing asset.

The Successor Agency Board of Directors approved the transfer of the 4113 Kingsley Street property to the Montclair Housing Authority with a grant deed on January 22, 2013. The Montclair Housing Authority also approved a Purchase and Sale Agreement to National CORE on January 22, 2013 so that National CORE's grant of HUD 811 financing could be preserved. The Montclair Housing Authority approved a Disposition and Development Agreement with National CORE on February 2, 2013, more fully detailing the terms of the purchase agreement between the Montclair Housing Authority and National CORE. The Montclair Housing Authority was not able to provide the \$1.6 million in assistance previously committed by the Redevelopment Agency. National CORE took possession of the property in early 2013. The 18-unit project was completed and occupied by spring of 2014. National CORE named the Montclair Special Needs Housing Project "San Emi." Subsequent to financing the San Emi Special Needs Housing Project, HUD discontinued the HUD 811 program. San Emi may be the last HUD project constructed with this funding source.

Adults residing in the San Emi Special Needs Housing project need to have the capacity and ability for independent living. However, these proposed residents have the need for special services. Therefore, the Special Needs Housing project is operated slightly differently than the other National CORE Housing Projects (the San Marino Senior Apartments, the San Antonio Vista Apartment Project, or the Vista Del Cielo Apartment Project). The difference in operation is reflected in social service delivery. While all the other National CORE projects have community, recreational, or educational programs, the San Emi Special Needs Housing project has a social service provider that monitors and follows up on the needs of the resident population.

The nonprofit social service provider for the San Emi Project selected by National CORE is United Cerebral Palsy of Los Angeles. United Cerebral Palsy of Los Angeles is experienced in operating special needs housing for the develop-mentally disabled. This organization currently services 11 independent living apartments and 25 community-based homes to help address affordable and accessible housing in Los Angeles, Orange, and Santa Barbara counties. The Montclair Special Needs Housing project is the first project served by United Cerebral Palsy of Los Angeles in San Bernardino County.

- (8) A description of any outstanding obligations pursuant to Section 33413 that remained to transfer to the housing successor on February 1, 2012, of the housing successor's progress in meeting those obligations, and of the housing successor's plans to meet unmet obligations. In addition, the housing successor shall include in the report posted on its Internet Web site the implementation plans of the former redevelopment agency.

**Response:**

The only obligations which remained to be transferred to the housing successor as of February 1, 2012 pursuant to Section 33413 were those units and property detailed in Question 7 above. As stated, all units and property have been transferred and land at 4113 Kingsley Street has been developed for affordable housing. All units transferred or developed are used to satisfy Section 33413 requirements.

As of February 1, 2012 all of the Redevelopment Agency's 33413 objectives were satisfied and an excess of 56 affordable units were produced.

With the completion of the San Emi Special Needs Housing Project in 2014, the Housing Successor currently has 73 units of deed restricted affordable housing in excess of current Section 33413 production requirements. At the present time, the Housing Successor has approximately \$311,000 in cash and the Housing Corporation owes the Housing Successor over \$3 million in loan repayment. The Housing Corporation finds that it cannot afford to repay the Housing Authority at this time. Therefore, there are no funds at this time for future affordable housing projects. Furthermore, it should be noted that the Housing Authority and the Housing Corporation are responsible for the long term maintenance of 98 existing affordable units. These amounts would be needed to cover costs for major repairs associated with those units because rental of the majority of the units to very low income households does not create excess cash flow for long term maintenance items. Without a permanent revenue source, such as existed with the Low and Moderate Income Housing Fund, these entities will have a difficult time of increasing production of affordable housing.

Implementation Plans shall be posted on the Internet Web site.

- (9) The information required by subparagraph (B) of paragraph (3) of subdivision (a).

**Response:**

The Housing Authority interprets this requirement as follows:

(B) If the housing successor fails to comply with the extremely low income requirement in any five-year report, then the housing successor shall ensure that at least 50 percent of these remaining funds expended in each fiscal year following the latest fiscal year following the report are expended for the development of rental housing affordable to, and occupied by, households earning 30 percent or less of the area median income until the housing successor demonstrates compliance with the extremely low income requirement in an annual report described in subdivision (f).

Section 34176.1 of the Health and Safety Code became effective January 1, 2014. The Montclair Housing Authority had no clear direction from DOF on the status of the 98 units of affordable housing owned by the former Redevelopment Agency until December 13, 2013. Furthermore, the Successor Housing Agency is limited to approximately \$311,000, in cash. This source of income is non-reoccurring. The only additional source of funding for the Montclair Housing Authority will be made available through the repayment of residual receipts loans. Residual receipts loans were made to National CORE and Augusta Homes. Residual receipts income is only derived when income exceeds expenses from maintenance, operations, and payment to creditors in a first position. Thus, residual receipts loans do not constitute a steady income stream. Therefore, as indicated in Question 8 above, future project revenue to advance new affordable housing projects is dubious.

The San Emi Special Needs Housing Project was completed in the 2013-14 fiscal year, 17 units of affordable deed restricted housing were created. Eight of the 17 units (47 percent) are provided to persons or families earning 30 percent or less of the area median income. Presuming the provisions of Section 34176.1 (a)(3)(A) begin on January 1, 2014, the Montclair Housing Authority complies with this Section.

- (10) The percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the same time period.

**Response:**

The following affordable deed restricted rental housing units have been assisted by the City of Montclair Redevelopment Agency or Montclair Housing Authority within the last 10 years:

- San Antonio Vista Family Apartments-74 units
- San Marino Senior Apartments-84 units
- Vista del Cielo Family Apartments-49 units
- Dominguez Project-2 units
- Montclair Housing Corporation-2 units
- San Emi Special Needs Apartments-17 units

The City of Montclair Redevelopment Agency or the Montclair Housing Authority assisted 228 affordable deed restricted rental housing projects in the last 10 years. Eighty four of the 228 rental units or approximately 38 percent of the units were, therefore, deed restricted for use by qualifying senior renters. The percentage of restricted senior units falls below 50 percent of the deed restricted units.

- (11) The amount of any excess surplus, the amount of time that the successor agency has had excess surplus, and the housing successor's plan for eliminating the excess surplus.

**Response:**

When the City of Montclair Redevelopment Agency was eliminated there was no excess surplus. Because all available amounts, since that point in time, have been distributed to the taxing entities through the Low and Moderate Housing Due Diligence Review and subsequent payment by the Successor Agency, there presently exists no carryover of excess surplus. Because the Montclair Housing Authority (Successor Housing Entity) receives no property taxes, excess surplus provisions do not apply.

# AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 15-89 WITH SOUTHERN CALIFORNIA EDISON COMPANY FOR ON-BILL FINANCING FOR THE INSTALLATION OF LED LIGHTS AND FIXTURES BY THIRD-PARTY, ECOGREEN SOLUTIONS, INC.	<b>DATE:</b> December 21, 2015
CONSIDER AUTHORIZING FACILITIES AND GROUNDS SUPERINTENDENT MIKE MCGEHEE TO SIGN AGREEMENT NO. 15-89 ON BEHALF OF THE CITY	<b>SECTION:</b> AGREEMENTS
	<b>ITEM NO.:</b> 1
	<b>FILE I.D.:</b> UTL160
	<b>DEPT.:</b> PUBLIC WORKS

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**REASON FOR CONSIDERATION:** Fluorescent, incandescent, and other forms of lighting are being replaced with more cost-effective lighting, most often LED lighting. The City entered into Agreement No. 15-86 with Ecogreen Solutions, Inc. (Ecogreen) for the installation of LED lights and fixtures at various City facilities. The agreement included on-bill financing (OBF) with Southern California Edison (SCE). Agreement No. 15-89 will authorize monthly payments to SCE for the installation performed by Ecogreen. Agreements with the City require City Council approval.

**BACKGROUND:** The City entered into Agreement No. 15-86 with Ecogreen for the installation of LED lights and fixtures. Agreement No. 15-86 specified that compensation would be made to Ecogreen by SCE under the terms of an agreement to be executed between Ecogreen and SCE.

Agreement No. 15-89 authorizes the City to repay SCE for the payment made by SCE to Ecogreen through SEC's "on-bill financing" program. SCE's On-Bill Financing Loan Term Calculation is included with this agenda report as Attachment A.

**FISCAL IMPACT:** SCE will pay Ecogreen \$46,658.40 for the installation of new LED lighting at City facilities and the City will repay the loan to SCE through on-bill financing at 0% interest with monthly payments of \$388.82 per month for ten years. The monthly payment is estimated to be the energy savings the City should see between the old lighting and the new LED lighting. Therefore, Agreement No. 15-89 should create little to no fiscal impact to the City. The payoff period is estimated to be ten years.

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

1. Approve Agreement No. 15-89 with Southern California Edison Company for on-bill financing for the installation of LED lights and fixtures by third-party Ecogreen Solutions, Inc.
2. Authorize Facilities and Grounds Superintendent Mike McGehee to sign Agreement No. 15-89 on behalf of the City.

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

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SEND TO: Southern California Edison, Business Incentives  
P.O. Box 800, Rosemead, CA 91770-0800  
E-mail: [BusinessIncentives@sce.com](mailto:BusinessIncentives@sce.com) | Fax: 626-633-3243  
Questions? 800-736-4777

November 25, 2015

Customer Information:

Mike McGehee  
City of Montclair  
10827 Monte Vista Ave.  
Montclair, CA 91763

Authorized Agent Information:

Jesus Medina  
Ecogreen Solutions  
27992 Camino Capistrano Ste A  
Laguna Niguel, CA 92677

**RE: ON-BILL FINANCING (OBF) LOAN AGREEMENT Local Government/Institutional Customer Projects**  
**PROJECT NUMBER: 317-14-0500576413 SERVICE ACCOUNT NUMBER: 3-000-0000-35**

Dear Mike McGehee and Jesus Medina:

Based on SCE's final review and approval of your Energy Management Solutions Installation Report, and a final Loan Term Calculation [LTC], your On-Bill Financing Application has been approved. Enclosed you will find 2 copies of the OBF Loan Agreement in the amount of **\$46,658.40**. A copy of the LTC, indicating the determination of the loan provisions, is attached.

Please sign, notarize, and return the two [2] original Loan Agreements to the address on the letterhead above. As these Agreements are documents establishing your obligation to repay the loan amount, a notarization of your signature is required.

Upon SCE's receipt of the signed Loan Agreements from **Montclair, City Of/Mike McGehee** an SCE representative will countersign them and a fully executed original will be returned to you for your records. At that time SCE will process your OBF Loan disbursement and mail it to you, or your designee.

If you have any questions, please contact your SCE Account Representative. You may also call us at (800) 736-4777 Monday through Friday, from 8:00 a.m. to 5:00 p.m., or send an e-mail to **[IDSMQuestions@sce.com](mailto:IDSMQuestions@sce.com)**. Please have your Project Number available for reference when you call, or include it in your e-mail.

Sincerely,

Business Incentives Team  
Southern California Edison

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning SCE is the Federal Trade Commission, Equal Credit Opportunity, and Washington DC 20580.

## On-Bill Financing Program - Final Loan Term Calculation (LTC2)

**Completion Date/Time:** 11/20/2015 7:42 AM  
**Project Number:** 317-14-0500576413  
**Service Account:** 3-000-0000-35  
**Customer Number:** 1-0-000-0030  
**Customer Account Number:** 2-01-550-2529  
**OBF Application Receipt Date:** 6/26/2014

**Project Type(s):** Customized  
**Market Segment:** Government and Institutions  
**Business Name:** MONTCLAIR, CITY OF  
**Reference Name:** MONTCLAIR CITY YARD  
**Address:** 10827 MONTE VISTA AV  
**City, CA Zip:** MONTCLAIR, CA 91763

\*\*\* LTC2 \*\*\*

FINAL TERMS CALCULATED BASED ON FINAL REVIEW AND VERIFICATION OF THE PROJECT INSTALLATION REPORT

**LTC2 Reserved Amount is \$46,658.40**  
**First month payment is \$388.82**  
**119 subsequent monthly payments \$388.82**

### PROJECT ECONOMIC SUMMARY

<b>A. AVERAGE ELECTRIC BILLING RATE</b> -- past 12 months (Cents/kWh)		\$ 0.22011
<b>B. ENERGY EFFICIENCY PROJECT SAVINGS</b>		
B.1. Estimated Annual Kilowatt Hour Savings (kWh)	21,197.5	
B.2. Estimated Annual Dollar(\$) Savings	\$ 4,665.78	
B.3. Estimated Monthly Dollar(\$) Savings	\$ 388.82	
<b>C. COSTS</b>		
C.1. Actual Total Project Cost	\$ 66,468.04	
C.2. Excess Project Cost	\$ -	
C.3. Actual Total Rebate/Incentive	\$ 2,026.80	
C.4. Other	\$ -	
C.5. Actual Potential Loan Amount (Gross Amount)	\$ 64,441.24	
C.6. LTC1 Reserved Amount	\$ 62,736.00	
C.7. LTC2 Reserved Amount	\$ 62,736.00	
<b>D. LOAN</b>		
D.1. Gross Amount for Potential Financing	\$ 62,736.00	
D.2. Monthly Loan Repayment Amount	\$388.82	
D.3. Actual loan term (Months)	162	
D.4. Actual loan term (Years)	13.5	
<b>E. LOAN LIMIT TESTS</b>		
<b>E.1. Market Segment Amount of Loan Test</b> (Min/Max Loan Amount)		
E.1.1. Market Segment Minimum Loan Amount	\$ 5,000	
E.1.2. Market Segment Maximum Loan Amount	\$ 250,000	
E.1.3. Within Market Segment Limit?	Y	
<b>E.2. Customer Loan Limit Test</b> (Previous Loans for this Service Account)		
E.2.1. Service Account Loan Amount Limit	\$ 250,000	
E.2.2. Previous Loans Reserved for this Service Account	\$ -	
E.2.3. Estimated Amount Eligible for Loans	\$ 250,000.00	
E.2.4. Within Available Amount?	Y	
<b>E.3. Length of Loan Test</b>		
E.3.1. Loan Length Limit (months)	120	
E.3.2. Within Loan Length Limit?	N	
<b>E.4. Expected Useful Life (EUL)* Loan Length Limit Test</b>		
E.4.1. Applicable Measure EUL (months)	144	
E.4.2. Within EUL Loan Length Limit?	Y	
<b>E.5. EXCEPTION ANALYSIS (If any E.1 thru E.4. yields a "No")</b>		
E.5.1. First Payment Amount	\$ 388.82	
E.5.2. Subsequent Monthly Loan Repayment Amount	\$ 388.82	
E.5.3. Subsequent Monthly Payments	119	
E.5.4. Net Amount for Financing	\$ 46,658.40	

### EXPLANATION

Based on Billing History

From Approved Installation Report

Estimated Annual kWh Savings x Average Rate = \$ savings (B.1 x A)

Estimated Monthly \$ Savings (B.2 / 12)

From Approved Installation Report

Based on 20% Basic Lighting Cap Rule

From Approved Installation Report

(C.1) - (C.2) - (C.3) - (C.4)

From LTC1 calculation following Approved Project Application  
LTC2 Loan Amount per policy cannot be greater than LTC1 amount

Lesser of (C.5) or (C.6) or (E.1.2) or (E.2.3) or other rules apply (B.3)

Time required to repay loan in months (subject to exception analysis below)

Time required to repay loan in years: (D.3) / 12

Minimum Loan Amount per Service Account or Bundle

Com, Ind, Ag = \$100,000, G&I = \$250,000

Is D.1 within loan amount limits Y/N?

(E.1.2) or \$1M for G&I Facility

Total of previous OBF loans + reservations

(E.2.1) - (E.2.2), If < 0, then 0.

Is D.1. ≤ E.2.3. Y/N?

CIA (lighting) = 36, CIA (non-lighting) = 60, G&I = 120 months

Is D.3 within limit Y/N?

EUL in months of measure with greatest kWh contribution

Is D.3 within limit Y/N?

**Exception Analysis Loan Minimum Requirement Test**

Does the loan amount from Exception Analysis meet the \$5K loan minimum requirement? YES

Based on minimum loan requirement of \$5K and supplemental Exception Analysis, this amount qualifies for an OBF loan.

\*Expected Useful Life (EUL): Each measure is expected to perform satisfactorily for a period of time. An EUL for each energy efficiency measure is assigned by the California Energy Commission (CEC).



# Energy Management Solutions Incentives Application for Business Customers

Web Confirmation: W#024067

## STEP 1 Get Started

Use your SCE bill to help complete the following sections:

1 & 2

## STEP 2 Select Your Solutions

Refer to the Solutions Directory and your project proposal or contractor invoice to complete the appropriate sections.

**EE Express Solutions**  
3 & 4

**EE Customized Solutions**  
5 & 6

**DR Automated Demand Response (Auto-DR) Technology Incentives (Express or Customized)**  
7 & 8

## STEP 3 Submit Completed Application

Tell us how you want to be paid, then read and sign the Terms and Conditions and submit the completed application with required supporting documents.

9 & 10

## 1 Customer Information

If you are an SCE customer submitting a project on your own, complete part A.

If you are a Customer's Authorized Agent, such as a contractor or equipment installer, submitting this application on behalf of the customer, complete both parts A and B.

### A. Customer (applicant)

[Submitting a project on your own]

Company/Business Name	Contact Name	Title
Montclair, City of	Mike McGehee	Superintendent
Company/Business Mailing Address	City	State
10827 Monte Vista Ave.	Montclair	CA
Contact Phone Number	Contact E-mail Address	ZIP Code
(909) 625-9443	mmcgehee@cityofmontclair.org	91763

### B. Customer's Authorized Agent

[Such as a contractor or equipment installer, submitting application on behalf of the customer]

Customer's Authorized Agent Business Name	Contact Name
EcoGreen Solutions	Jesus Medina
Customer's Authorized Agent Mailing Address	City
27992 Camino Capistrano, Suite A	Laguna Niguel
Customer's Authorized Agent Phone Number	Customer's Authorized Agent E-mail Address
(949) 364-6800	Kurt.w@ecogreen-solutions.net
State	Zip
CA	92677

## 2 Project Site Information

This section is for a single project site where qualifying solutions will be installed.

Please refer to your SCE bill for your Service Account Number and to the Solutions Directory for Building Type Code.

For more than one project site, check the Multiple Site Project box below, skip all sections through Section 8, including this one, and complete the Multiple Site/Solution Worksheet. Then return to this application and sign and complete Sections 9 and 10. Submit the Multiple Site/Solution Worksheet and all required documents with your completed application.

Project Name	SCE Service Account Number	Service Account Address	ZIP Code	Building Type Code	Year Built	Total Sq Ft/ Facility	Site Contact Name	Phone Number	Site Contact E-mail Address
<b>Example</b> Store #1234	3-000-0000-00	111 Main St.	91001	33	1950	10,000	Victor Johnson	626-555-0901	vjohnson@tai.com
Montclair City Yard	3-000000035	10835 Monte Vista	91763	32	1975	15000	Mike McGehee	909-625-9443	mmcgehee@cityofmontclair.org

Multiple Site Project

**NEXT PAGE**

FOR UTILITY USE ONLY Project # SCE Engineer SCE Account Rep Partnership (if applicable) Notes/Additional Info TR

Revised 5/14/2013  Express Installed  Express Pending  Customized  Auto-DR Express TI  Auto-DR Customized TI  DSM Opportunity ID



### Express Solutions: Existing Equipment Location and Description

If your project includes Express Solutions, complete the tables below.

- To avoid processing delays and ensure all eligible incentives are approved please provide exact and detailed equipment location and description information.
- Use a separate line item for each solution located in a different location at the project site (e.g., warehouse, parking lot, room#).
- To obtain a Description of Existing Equipment refer to either your project proposal or contractor invoice.

For more than four solutions or solution locations, check the Multiple Solutions box below, skip this section and Section 4, and complete the Multiple Site/Solution Worksheet for Express Solutions.

Web Confirmation: W#024067

Exact and Detailed Location of Existing Equipment		Description of Existing Equipment	
Line #	Qty	Description of Existing Equipment	
1	1	Air handler unit #4	
2			
3			
4			

Multiple Solutions (more than four)



### 2013-2014 Express Solutions: New Equipment Incentive Calculations

**NEW** Your project may be eligible for a Comprehensive Project Bonus. See cover sheet for eligibility requirements.

Refer to the Solutions Directory ([www.sce.com/nrc/ems/downloads/solutionsdirectory.pdf](http://www.sce.com/nrc/ems/downloads/solutionsdirectory.pdf)) for Solution Codes, Solution Descriptions, Incentive Amounts, and Program and Equipment Eligibility Requirements. Read and answer the eligibility requirements and questions before proceeding with your equipment purchase. Then calculate your Incentive total.

For more than four solutions, check the Multiple Solutions box below, skip this section, and complete the Multiple Site/Solution Worksheet for Express Solutions.

Line # from Sec 3	Solution Code	Solution Description	Exact and Detailed Location of New Solution	Has the solution already been installed?		Date of Actual or Proposed Installation	Unit of Measure (e.g., lamp, fixture, sq ft, hp)	Express Solutions Calculation			
				Yes	No			Number of Units Installed	Incentive \$ Per Unit	Incentive Total	
1	Example AC-97352	Variable-frequency drives for HVAC fans	Office roof, NE corner of building	<input type="radio"/> Yes	<input checked="" type="radio"/> No	8/21/2013	HP	1	\$80.00	\$80.00	
2				<input type="radio"/> Yes*	<input type="radio"/> No						
3				<input type="radio"/> Yes*	<input type="radio"/> No						
4				<input type="radio"/> Yes*	<input type="radio"/> No						
								Total Estimated Express Installed Incentive			\$0.00
								Total Estimated Express Pending Incentive			\$0.00
								Total Estimated Express Pending Project Cost			\$0.00

Multiple Solutions (more than four)

\* If YES, please include/submit the following: 1) Invoice receipt(s) and 2) Specification sheet(s) for each installed solutions from vendor



If you are submitting this application for Express Solutions incentives only, stop here. Go to Sections 9 and 10 to sign and complete this application.

2013-2014 Customized Solutions



**NEW** Your project may be eligible for a Comprehensive Project Bonus. See cover sheet for eligibility requirements. If your project includes Customized Solutions, complete the tables below.

- Refer to the Solutions Directory ([www.sce.com/nrc/ems/download/solutionsdirectory.pdf](http://www.sce.com/nrc/ems/download/solutionsdirectory.pdf)) for Solution Codes, Solution Descriptions, and Program and Equipment Eligibility requirements.
- Your Customized Solutions project must be reviewed and approved by SCE before proceeding with the removal of the existing equipment and the installation of the new equipment. This application is the first step for SCE's review and approval of your project.
- To obtain a Description of Existing Equipment refer to either your project proposal or facility audit.
- As mandated by the California Public Utilities Commission (CPUC), effective April 17, 2012, SCE has modified equipment baseline assumptions. See cover sheet for requirements.

For more than four solutions, check the Multiple Solutions box below, skip this section and Section 6, and complete the Multiple Site/Solutions Worksheet for Customized Solutions.

Solution Code	Solution Description	Description of Existing Equipment	ESTIMATED PROJECT COMPLETION DATE
<b>Example</b> AC-78722	Ventilation fan - VFD	Variable-frequency drive	11/30/2014
1	LT-17492	Interior LED fixture replacement (utilizing approved luminaries)	
2	LT-85834	Exterior LED fixture replacements (utilizing approved luminaries)	
3			
4			

Multiple Solutions (more than four)



Customized Solutions: Energy Savings and On-Peak Demand Reduction

For the corresponding line from Section 5, refer to your energy savings and/or on-peak demand reduction calculations from your project proposal to complete the table below.

- Attach quote for estimated equipment installation costs and equipment specifications from your contractor/installation vendor and energy savings calculations with your completed application.

Line # From Sec 5	Estimated Energy Savings				Estimated On-Peak Demand Reduction				Estimated Incentive Total		
	Baseline Usage (kWh/yr)	Installed Usage (kWh/yr)	Energy Savings (kWh/yr)	Incentive Rate (\$/kWh)	Energy Incentive (\$)	Baseline On-Peak Demand (kW)	Installed On-Peak Demand (kW)	On-Peak Demand Reduction (kW)	Incentive Rate (\$/kW)	On-Peak Demand Reduction Incentive (\$)	
<b>Example</b>	150,000	97,000	53,000	\$0.08	\$4,770	25	24	1	\$100	\$100	\$4,870
1	23,436.0	7,986.8	15,449.2	\$0.08	\$1,235.94	11.20	5.09	6.11	\$100.00	\$611.00	\$1,846.94
2	29,299.0	9,434.0	19,865.0	\$0.08	\$1,589.20	7.20	2.20		\$100.00	\$1,589.20	\$1,589.20
3											\$0.00
4											\$0.00
	<b>TOTAL</b>	<b>TOTAL</b>	<b>35,314.2</b>	<b>TOTAL</b>	<b>\$2,825.14</b>	<b>TOTAL</b>	<b>TOTAL</b>	<b>6.11</b>	<b>TOTAL</b>	<b>\$611.00</b>	<b>\$3,436.14</b>
											<b>\$93,467.77</b>

Total Estimated Customized Solutions Project Cost



If you are not applying for Auto-DR Express or Customized Technology Incentives, stop here. Go to Section 9 and 10 to sign and complete this application.

**To apply for Auto-DR Express or Customized Technology Incentives, provide the following along with your completed application:**

- A third-party project proposal or scope of work showing total estimated project cost and load reduction through Automated Demand Response. Project proposals must include detailed calculations for DR load (kW) reductions and detailed costs for labor, installation, and equipment.
- A controls system schematic or diagram.



**7 Auto-DR Express Technology Incentives**

**STOP** If your project also includes Auto-DR Customized TI solutions, skip this section, and proceed to Section 8.

Auto-DR Express Technology Incentives are based on predetermined peak demand reductions. Refer to the Solutions Directory and Solutions Tool ([www.sce.com/applicationandtools](http://www.sce.com/applicationandtools)) for Solution codes, Solution Descriptions, Strategies, and predetermined kW reductions.

For Auto-DR Express solutions, you cannot receive incentives for more than one DR solution for the same technology type (e.g., lighting controls or HVAC controls).

**Web Confirmation: W#024067**

Solution Code		Solution Description	Strategy	Peak kW Reduction	Estimated Project Cost		
Line #	Example	DR-78293	Lighting Controls	Lighting controls - 20% Dimming	A	B	C
					Labor Install. (\$)	Equipment (\$)	Project Cost (\$)
1					\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
2							\$ -
3							\$ -
4							\$ -
FACILITY MAXIMUM KW				TOTAL PEAK KW REDUCTION	0.0	TOTAL EST. PROJECT COST	
				AUTO-DR EXPRESS ESTIMATED PROJECT COMPLETION DATE			
				MAX INCENTIVE TOTAL			

Check here if you are currently enrolled in a DR program(s) that qualifies for Auto-DR Technology Incentives

(Lesser of \$300 X Total Peak kW Reduction or Estimated Project Cost)



**8 Auto-DR Customized Technology Incentives**

Refer to your project proposal to complete the table below. Auto-DR Customized Technology Incentives are based on a calculated approach to peak demand reduction. For solutions listed as Auto-DR Express TI, use an equivalent Auto-DR Customized TI solution code (e.g., Lighting Controls/Switching or HVAC Controls).

For more than four solutions, check the Multiple Solutions box below, skip this section and complete the Multiple Site/Solution Worksheet for Auto-DR Customized TI ([www.sce.com/applicationandtools](http://www.sce.com/applicationandtools)).

Solution Code		Solution Description	Strategy	Peak kW Reduction	Estimated Project Cost		
Line #	Example	DR-98812	Chiller Controls	Limit Chiller Electric Demand	A	B	C
					Labor Install. (\$)	Equipment (\$)	Project Cost (\$)
1					\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
2							\$ -
3							\$ -
4							\$ -
FACILITY MAXIMUM KW				TOTAL PEAK KW REDUCTION	0.0	TOTAL EST. PROJECT COST	
				AUTO-DR CUSTOMIZED ESTIMATED PROJECT COMPLETION DATE			
				MAX INCENTIVE TOTAL			

Multiple Solutions (more than four)

Check here if you are currently enrolled in a DR program(s) that qualifies for Auto-DR Technology Incentives

Are you considering or planning on installing a distributed generation technology such as a Photovoltaic (solar) system at this site within the next 18 months?  Yes  No

Are you considering or planning on completing an Energy Efficiency project at this site within the next 18 months?  Yes  No

# Payment Information and Customer Acknowledgement

Complete the section below to let us know how you would like to be paid.

**A. FORM OF PAYMENT (Please check one)**  **B. PAYEE INFORMATION**  **C. PAYEE TAX IDENTIFICATION TYPE (Please check one)**

Incentive Check to Customer [Complete B and C]

Utility Bill Credit to Customer [Complete C and D]

Incentive Check to third-party Payee (e.g., contractor) [Complete B, C, and E. Note: provide third-party Payee information in Section C.]

Federal Tax ID/Employer ID Number [EIN]

Social Security Number [SSN]

XXXXX6823  
Identification Number

Corporation/LLC

Individual/Sole Proprietor/General Partnership

Tax-exempt/Non-profit

Check here if Payee is same as Section 1, Part A (if Payee Customer) or Part B (if Payee is Customer's Authorized Agent). Complete below if Payee Name should be different on the Incentive check.

Attention To (Name to be printed on check. Use only, if required)

Jesus Medina  
Title

Company/Business Mailing Address City State Zip

27992 Camino Capistrano, Suite A Laguna Niguel CA 92677

Contact Phone Number Contact E-mail Address

(949) 364-6800 Kurt.w@ecogreen-solutions.net

I understand that incentives may be subject to income tax, and if greater than \$600 could be reported to the IRS unless the payee (i.e., the party receiving the incentive) is exempt. As part of a completed application package, the payee will be required to submit to SCE a complete W-9 (Request for Taxpayer Identification Number and Certification) and CA-590 (California Withholding Exemption Certificate) to confirm their tax status. SCE could report incentives as income on IRS form 1099 based on tax status reflected on W-9 and CA-590. I understand that payees should consult their tax advisor concerning the taxability of incentives, and that SCE is not responsible for any taxes that may be imposed due to program incentive payment(s).

### D. UTILITY BILL CREDIT (IF YOU PREFER PAYMENT IN THE FORM OF A BILL CREDIT TO THE CUSTOMER OF RECORD COMPLETE THIS SECTION.)

Service Account Number Customer Account Number

3- - - - - 2- - - - -

**E. PAYMENT RELEASE AUTHORIZATION (PLEASE COMPLETE THIS SECTION IF A CUSTOMER AUTHORIZED AGENT IS TO RECEIVE THE CHECK)**

As the Customer, I am authorizing this payment of my incentive to the Payee named in Section 8, Part B, above, and I understand that I will not be receiving the incentive check from SCE. I also understand that my release of this payment to the Payee does not exempt me from the requirements outlined in the Application package.

Customer Name (Please Print) Signature Title Date

### Application Check List - Required documentation to be submitted with your application. Refer to the Solutions Directory for an expanded Application Check List ([www.sce.com/applicationandtools](http://www.sce.com/applicationandtools)).

- Payees** (Section 9, Part B of this application) must submit a completed W-9 and CA-590. If Payee is an SCE Partnership partner, only submit a completed W-9.
- Customer's Authorized Agents** (Section 1, Part B of this application) must submit a completed Customer's Authorized Agent Agreement (learn more at [www.caasupport.com](http://www.caasupport.com)).
- For all Projects/Solutions** (Express, Customized, and Auto-DR Technology Incentives), you must submit:
  - Tax ID Information** - For the party receiving incentives ("Payee").
  - Proof of Payment** - Submit either an Invoice/Store receipt, a Purchase Order, or a Lease Agreement. See below for what each must include.
  - Spec Sheets** - For each solution.

**Invoice/Store Receipt must include:**

- Date of Purchase
- Full description of new equipment.
- A line item that subtracts SCE's incentives amount from the Total Project Costs, when the Payee is the Customer's Authorized Agent
- Payment status (paid or payment terms)

**Purchase Order must include:**

- Date of order or delivery
- Payment terms
- Customer's (Section 1, Part A) signature

**Lease Agreement must include:**

- Lease start date and length
- Payment terms
- Customer's (Section 1, Part A) signature

- For Customized Solutions**, you must also provide:
  - **Calculations in the original, editable file format** - Do **not** include hand written calculations.

Note: Calculations are automatically attached when using the Online Application's Solutions Calculation Wizard. For a list of preferred tools for calculations, go to [www.sce.com/customized\\_solutions](http://www.sce.com/customized_solutions).
- Additional attachments required for some solutions** (e.g., air compressors for process and pumping, lighting, PC software, etc.). Review the eligibility requirements carefully.

## Applicant Agreement Regarding Program Terms and Conditions

I, the Applicant (and Customer's Authorized Agent of the Applicant, if applicable), hereby agree (the "Agreement") to the following terms and conditions to my participation in:

- Express Solutions Program, (2) Customized Solutions Program, and/or (3) Automated Demand Response (Auto-DR) Technology Incentives Program (the "Programs"). The Programs are identified and further described in the appropriate attachments to this Application, and also in the 2013-2014 Express Procedures Manual for Business ([www.sce.com/express\\_solutions](http://www.sce.com/express_solutions)), the 2013-2014 Statewide Customized Offering Procedures Manual for Business ([www.sce.com/customized\\_solutions](http://www.sce.com/customized_solutions)), and the 2012 Auto-DR Technology Incentives Program Guidelines ([www.sce.com/autodr](http://www.sce.com/autodr)), as applicable.

- Incorporation by Reference:** The Application (together with all applicable attachments) is hereby incorporated by reference into, and made a part of, this Agreement.
  - Incorporation by Reference—SCE Partnerships (if applicable).** To the extent Applicant is a participant in an SCE 2013-2014 Local Government or Institutional Partnership, the following shall apply: In addition to the Application, the executed agreement to jointly deliver the applicable 2013-2014 Energy Efficiency Partnership Program between Applicant and SCE (and other California utilities where applicable) (the "Partnership Agreement") shall also be incorporated into this Agreement by this reference. Should a conflict exist between the terms and conditions of this Agreement and the Partnership Agreement (including but not limited to Section 10 of this Agreement), then the terms and conditions of the Partnership Agreement shall control with respect to such conflict.
  - Limitation on Funding Availability:** Each Program has limited funding and is offered on a first-come, first-served basis until funding is depleted or the Program is terminated, whichever comes first. I further understand that submission of this Application is not a guarantee of payment by SCE, nor is it a guarantee of fund availability. Upon SCE's approval of this Application and SCE's execution of a Program pre-installation agreement and/or Project Approval Letter, as applicable, incentive funds will be received by SCE; however, payment of any incentive is subject to post-installation performance verification.
  - Changes to Program:** Funding and conditions of each Program are subject to the jurisdiction of the California Public Utilities Commission ("CPUC"), and shall be subject to such changes or modifications as the CPUC may, from time to time, direct in the exercise of its jurisdiction. I understand that if a Program is modified in any way or terminated by order of any government entity, then this Agreement shall be revised or terminated consistent with that order. In addition, SCE may suspend or terminate any agreement related to a Program without cause (and without prior written notice) if SCE determines suspension or termination of the agreement is necessary in order to make changes to the related Program or if SCE is ordered by the CPUC to modify or discontinue a Program and/or any agreements related to a Program. I agree that SCE will not be liable for any damages or compensation of any kind that may result from the changes described in this paragraph 3.
  - Right of Assignment:** SCE may assign my agreement related to my participation in a Program, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise, without my prior written consent, provided SCE remains obligated for payments incurred prior to the assignment. I may not assign this Application, in whole or in part, or my rights and obligations hereunder, directly or indirectly, by operation of law or otherwise without the prior written consent of SCE.
  - Site Access and Inspection Requirements:** The Program(s) I select may require installations, audits, inspections, measurements of the performance of the project and/or meter(s) (referred to as "solutions"), and/or verification of installation of solutions. Therefore, I agree to provide, and I am solely responsible for ensuring that, SCE and its agents, assigns, or contractors and the CPUC and/or its agents or assigns have reasonable access to the project site(s) for these purposes. If I fail to provide reasonable access for these purposes, SCE, in its sole discretion, may require me to repay any incentive amounts already paid to me, may cease making any additional incentive payments otherwise due and may terminate this Agreement. If SCE requires me to repay the incentives already paid, I shall repay any incentive amount due within thirty (30) days of notification by SCE.
  - Authorized Services:** I understand that SCE employees, contractors and/or agents are authorized to provide only the services described in this Application for the Program. SCE assumes no responsibility for any services, installations, improvements or equipment offered or provided to me by an SCE employee, contractor or agent other than those specified in this Application or that have not been authorized by SCE.
  - Release and Use of Information:** I authorize SCE to release my contact and other relevant information to SCE's employees, contractors and/or agents for purposes related to my participation in the Program(s). I further authorize SCE's employees, contractors and agents to contact me with regard to the initiation, performance, and/or verification of any of the terms and conditions of the applicable Program(s).
  - Calculation of Energy Savings:** SCE will not pay incentives for any energy savings in excess of the actual annual amount of my electricity usage at each SCE service account for which incentives are requested.
  - Equipment Eligible for Incentives:** Energy savings and demand reduction resulting from the project must be above and beyond baseline energy performance, which include state-mandated codes, federal-mandated codes, industry-accepted performance standards or other baseline energy performance standards as determined by SCE. Retubed and/or leased equipment is not eligible for Program incentives. Specific restrictions may apply to each energy efficiency solution, as outlined in the instructions and attached Application forms.
  - Method for Calculation of Incentive Payments:** I understand that SCE pays up to 50% of the project cost for Customized Solutions, and up to 100% of the equipment cost for Express Solutions. For Auto-DR Technology Incentives, SCE pays up to \$300 per kW reduced (not to exceed 100% of the actual and reasonable cost for the purchase and installation of qualifying equipment) in accordance with the 2012 Auto-DR Technology Incentives Program Guidelines. Customized calculations will be in accordance with the 2013-2014 Statewide Customized Offering Procedures Manual for Business ([www.sce.com/customized\\_solutions](http://www.sce.com/customized_solutions)). I further understand that the total calendar year incentive payments to an individual SCE customer cannot exceed \$3 million for Customized Solutions and \$4.5 million for Express Solutions per program cycle 2013-2014. Auto-DR Technology Incentives payments to an individual SCE customer cannot exceed \$5 million per program cycle 2012-2014. SCE retains the sole discretion to determine the appropriate baseline values and energy savings calculations used to determine actual incentive payments. Incentives shall be paid only on projects that exceed the baseline performance standards applicable when the Application is signed. SCE reserves the right to modify or cancel the incentive amount if the actual solution installed differs from the installation as set forth in the Application.
- MUST BE COMPLETED BY APPLICANT**
- I hereby acknowledge the following:
    - By checking this box, I confirm that I will have used a license contractor, where applicable, and will have obtained all required permits for this installation. I understand that it is my responsibility, at my own expense, to ensure that contractors and/or subcontractors used obtain and maintain licenses and permits required by federal, state, local or other relevant governing or regulatory bodies needed to perform its work. I further understand that failure to use licensed contractors will constitute a material breach of my obligations hereunder.
  - I hereby acknowledge the following (check ONLY ONE of the following options):
    - I am SELF-ADMINISTERING this project. Upon project approval, if applicable to requested Program(s), I intend to enter into an agreement with SCE for delivery of energy savings/demand reduction resulting from the installation of energy efficiency and demand response solutions at the project site listed in Section 2 of this Application.
    - I have entered into a contract with the Customer's Authorized Agent indicated below for the installation of energy efficiency and/or demand response solutions at the project site listed in Section 2 of this Application. Upon project approval, if applicable to requested Program(s), my Customer's Authorized Agent is authorized to enter into the necessary agreements with SCE for delivery of energy savings and/or demand reduction resulting from the installation of these solutions. I understand that: (i) SCE makes no warranty or representation about the Customer's Authorized Agent's qualifications; (ii) I am solely responsible for selecting the Customer's Authorized Agent to implement the project on my behalf; (iii) that the Customer's Authorized Agent is an independent contractor and not authorized to make any representation on behalf of SCE; and (iv) that SCE will have no role in resolving any disputes between me, the Customer's Authorized Agent and/or any other third parties. I further authorize all contracts and correspondence to be sent directly to the Customer's Authorized Agent specified below.
- Verification and Certification:** I affirm that I am authorized to enter into this Agreement and that I have read, understand, and agree to all of the specific terms, conditions and other requirements and restrictions set forth in this Agreement for each of the Programs selected in this Application for my participation. I certify that the information I have provided in the Application that accompanies this Agreement is true and correct, and the project(s) for which I am requesting Program funding meet(s) all applicable requirements as set forth in this Application. Furthermore, I understand and agree that I meet all eligibility requirements for participation in the Program(s) for which I am applying. SCE reserves the right to request additional information to verify Applicant's eligibility to participate in the Program(s).

Customer Name (Please Print) \_\_\_\_\_ Signature \_\_\_\_\_

Customer Authorized Agent Name (Please Print) \_\_\_\_\_ Signature \_\_\_\_\_

Facsimile Signature: Copies of Applicant's signed signature page may be transmitted to SCE by facsimile or other electronic means. Copies of the signature pages so transmitted may be used for the purpose of enforcing the terms of this Agreement as though they were originals.

- Limitations on Incentive Payments:** I understand that payments of Program incentives will be made only after all Program requirements are met, to SCE's sole satisfaction. Payment of incentives will be made as designated by me in the Application.
- Limitation on Energy Savings:** I understand that energy savings for which incentives are paid cannot exceed my actual electric usage for my customer service account for which the incentives are being requested. Non-SCE supply, such as cogeneration or delivery from another commodity supplier, does not qualify as usage from SCE (with the exception of Direct Access customers or customers paying departing bad fees for which SCE collects Public Good Charge (PGC) surcharges).
- Eligibility for Program Incentives:** I understand that if I am not in good standing on all of my service accounts and contracts with SCE or do not meet the program requirements, SCE may hold my incentives or apply them towards amounts owed to SCE. I agree that I have not and will not apply for or receive rebates, incentives or services for the solution(s) covered by this Application from any other utility, state or local program funded by the PGC. I further agree that I will not apply or receive rebates, incentives, ratepayers and administered by SCE under the auspices of the CPUC, I may face adverse consequences (i.e., a requirement that I return payments that were made to me or a restriction on my eligibility to participate in other programs) if I violate these restrictions.
- Understanding of all projects and/or solutions** must be completely installed and fully operational one year from SCE's written Project Application approval date to be eligible for incentive payments. SCE reserves the right to cease making incentive payments), unless the return of the total or prorated incentive payments and/or terminate this Agreement if the project is not completely installed and fully operational by such date, require an installation extension is granted, in writing, by SCE.
- Estimated Savings May Not Equal Actual Savings:** I understand that all energy savings, incentives, and installed costs provided by SCE during the Program Application process are estimates only and are subject to change based on SCE review and approval and that I am solely responsible for the selection, purchase, installation and ownership of the equipment and services under the Programs.
- Energy Benefits:** As a qualified SCE customer, I certify that the indicated energy savings products are for use in my project site and not for resale. I agree to provide SCE with documents establishing paid proof of purchase and installation of the solutions applied for in this Application. I understand the incentive payments are based on related energy benefits over the life of the product. I agree that if (a) I do not provide Southern California Edison with 100% of the related energy benefits specified in the rebate form for the life of the product or for a period of five (5) years from receipt of rebate, whichever is less, or (b) I cease to be a customer of SCE during said time period, I shall refund a prorated amount of rebate dollars to SCE based on the actual period of time for which I provided the related energy benefits as an electric customer of SCE.

**Risk Allocation:** I UNDERSTAND THAT SCE MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING MANUFACTURERS, DEALERS, CONTRACTORS, MATERIALS OR WORKMANSHIP OR REGARDING SELECTION OR QUALIFICATION OF CUSTOMER'S AUTHORIZED AGENTS. I ALSO UNDERSTAND AND HAVE CAUSED MY CUSTOMERS AUTHORIZED AGENT (IF ANY) TO UNDERSTAND THAT SCE MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, USE, OR APPLICATION OF THE PRODUCTS OR SOLUTIONS I AGREE TO INDEFINITELY DEFEND AND HOLD HARMLESS; AND HEREBY RELEASE SCE ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANY, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES OF EACH OF THEM, FROM AND AGAINST ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS, EXPENSES, AND LIABILITY (LEGAL, CONTRACTUAL, OR OTHERWISE), WHICH ARISE FROM OR ARE IN ANY WAY CONNECTED WITH ANY OF THE PROGRAMS, INCLUDING, BUT NOT LIMITED TO (1) INJURY TO OR DEATH OF PERSONS, INCLUDING BUT NOT LIMITED TO EMPLOYEES OF SCE OR APPLICANT; (2) INJURY TO PROPERTY OR OTHER INTERESTS OF SCE, APPLICANT, OR ANY THIRD PARTY; (3) VIOLATION OF LOCAL STATE OR FEDERAL COMMON LAW, STATUTE OR REGULATION, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL LAWS OR REGULATIONS; OR (4) STRICT LIABILITY IMPOSED BY ANY LAW OR REGULATION. I ALSO UNDERSTAND THAT IN NO EVENT SHALL SCE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR COMMITMENTS TO SUBCONTRACTORS, AND ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCURRED BY APPLICANT.

**Advertising, marketing, and use of SCE's name:** I agree that I will not use SCE's corporate name, trademark, trade name, logo, identity or any affiliation for any reason, including soliciting customers to participate in the Programs, without SCE's prior written consent. I will make no representations to my customers or any other entity or individual on behalf of SCE.

**Conflict between terms:** Should a conflict exist between this Agreement and the documents incorporated by reference, this Agreement shall control. Should a conflict exist in the documents incorporated by reference, the documents shall control in the following order: (1) SCE's Project Approval Letter accepting the incentive(s) and providing incentive estimate(s) based on solutions approved in the Application; and (2) Applicant's approved Application(s). Should a conflict exist between an applicable federal, state or local law, rule, regulation, or other code and this Agreement, the law, rule, regulation, order or code shall control. Each party shall notify the other as soon as reasonably practical, but no later than seven (7) days, upon the identification of any conflict or inconsistency concerning the Application or any documents incorporated by reference.



### Applicant Agreement Regarding Program Terms and Conditions

I, the Applicant (and Customer's Authorized Agent of the Applicant, if applicable), hereby agree (the "Agreement") to the following terms and conditions to my participation in:  
 (1) Express Solutions Program, (2) Customized Solutions Program, and/or (3) Automated Demand Response Program (the "Programs"). The Programs are identified and further described in the appropriate attachments to the Application, and also in the 2013-2014 Express Procedures Manual for Business (www.sce.com/express\_solutions), the 2013-2014 Statewide Customized Offering Procedures Manual for Business (www.sce.com/customized\_solutions), and the 2012 Auto-DR Technology Incentives Program Guidelines (www.sce.com/autodr), as applicable.

- 1.a. Incorporation by Reference: The Application (together with all applicable attachments) is hereby incorporated by reference into, and made a part of, this Agreement.
- 1.b. Incorporation by Reference—SCE Partnerships (if applicable): To the extent Applicant is a participant in an SCE 2013-2014 Local Government or Institutional Partnership, the following shall apply: In addition to the Application, the executed agreement to jointly deliver the applicable 2013-2014 Energy Efficiency Partnership Program between Applicant and SCE (and other California utilities where applicable) (the "Partnership Agreement") shall also be incorporated into this Agreement by this reference. Should a conflict exist between the terms and conditions of this Agreement and the Partnership Agreement (including but not limited to Section 10 of this Agreement), then the terms and conditions of the Partnership Agreement shall control with respect to such conflict.
2. Limitation on Funding Availability: Each Program has limited funding and is offered on a first-come, first-served basis until funding is depleted or the Program is terminated, whichever comes first. I further understand that submission of this Application is not a guarantee of payment by SCE, nor is it a guarantee of fund availability. Upon SCE's approval of this Application and SPE's execution of a Program project agreement, if applicable to the requested Program, incentive funds will be reserved by SCE; however, payment of any incentive is subject to post-installation performance verification.
3. Changes to Program: Funding and conditions of each Program are subject to the jurisdiction of the California Public Utilities Commission ("CPUC"), and shall be subject to such changes or modifications as the CPUC may, from time to time, direct in the exercise of its jurisdiction. I understand that if a Program is modified in any way or terminated by order of any government entity, then this Agreement shall be revised or terminated consistent with that order. In addition, SCE may suspend or terminate any agreement related to a Program without cause (and without prior written notice) if SCE determines suspension or termination of the agreement is necessary in order to make changes to the related Program or if SCE is ordered by the CPUC to modify or discontinue a Program and/or any agreements related to a Program. I agree that SCE will not be liable for any damages or compensation of any kind that may result from the changes described in this paragraph 3.
4. Right of Assignment: SCE may assign any agreement related to my participation in a Program, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise, without my prior written consent, provided SCE remains obligated for payments incurred prior to the assignment. I may not assign this Application, in whole or in part, or my rights and obligations hereunder, directly or indirectly, by operation of law or otherwise without the prior written consent of SCE.
5. Site Access Requirements: The Program(s) I select may require installations, audits, inspections, measurements of the performance at the project measure(s) (referred to as "solutions"), and/or verification of installation of solutions. Therefore, I agree to provide reasonable access to the project site(s) for these purposes to SCE and/or its agents, assigns, or contractors and the CPUC, and/or its agents or assigns.
6. Authorized Services: I understand that SCE employees, contractors and/or agents are authorized to provide only the services described in this Application for the Programs. SCE assumes no responsibility for any services, installations, improvements or equipment offered or provided to me by an SCE employee, contractor or agent other than those specified in this Application or that have not been authorized by SCE.
7. Release and Use of Information: I authorize SCE to release my contact and other relevant information to SCE's employees, contractors and agents in contact with regard to the initiation, performance, and/or verification of any of the terms and conditions of the applicable Program(s).
8. Calculation of Energy Savings: SCE will not pay incentives for any energy savings in excess of the actual annual amount of my electricity usage at each SCE service account for which incentives are requested.

#### MUST BE COMPLETED BY APPLICANT

15. I hereby acknowledge the following:
  - By checking this box, I confirm that I will/have used a license contractor, where applicable, and will/have obtained all required permits for this installation.
  - I am SELF-ADMINISTERING this project. Upon project approval, if applicable to requested Program(s), I intend to enter into an agreement with SCE for delivery of energy savings/demand reduction resulting from the installation of energy efficiency and demand response solutions at the project site listed in Section 2 of this Application.
16. I hereby acknowledge the following (check ONLY ONE of the following options):
  - I have entered into a contract with the Customer's Authorized Agent indicated below for the installation of energy efficiency and/or demand response solutions at the project site listed in Section 2 of this Application. Upon project approval, if applicable to requested Program(s), my Customer's Authorized Agent is authorized to enter into the necessary agreements with SCE for delivery of energy savings and/or demand reduction resulting from the installation of these solutions at the project site. I understand that: (i) SCE makes no warranty or representation about the Customer's Authorized Agent's qualifications; (ii) I am solely responsible for selecting the Customer's Authorized Agent to implement the project on my behalf; (iii) that the Customer's Authorized Agent is an independent contractor and not authorized to make any representation on behalf of SCE, and (iv) that SCE will have no role in resolving any disputes between me, the Customer's Authorized Agent and/or any other third parties. I further authorize all contracts and correspondence to be sent directly to the Customer's Authorized Agent specified below.

17. Verification and Certification: I affirm that I am authorized to enter into this Agreement and that I have read, understand, and agree to all of the specific terms, conditions and other requirements and restrictions set forth in this Agreement for each of the Programs selected in this Application for my participation. I certify that the information I have provided in the Application that accompanies this Agreement is true and correct, and the project(s) for which I am requesting Program funding meet(s) all applicable requirements as set forth in this Application. Furthermore, I understand and agree that I meet all eligibility requirements for participation in the Program(s) for which I am applying. SCE reserves the right to request additional information to verify Applicant's eligibility to participate in the Program(s).

Customer Name (Please Print) <b>CITY OF MONTECLAIR</b>	Signature 
Customer's Authorized Agent Name (Please Print) <b>JESUS MEDINA</b>	Signature 
Title <b>CITY WORKS DIRECTOR</b>	Title <b>Account Manager</b>
Date <b>6-24-14</b>	Date

Facsimile Signature: Copies of Applicant's signed signature page may be transmitted to SCE by facsimile or other electronic means. Copies of the signature pages so transmitted may be used for the purpose of enforcing the terms of this Agreement as though they were originals.

**On-Bill Financing Agreement  
Local Government/Institutional Customer Projects**

This On-Bill Financing Agreement (“OBF Agreement”) is entered into on November 25, 2015, (the “Effective Date”) by and between the undersigned customer (“Customer”) and Southern California Edison Company (“SCE”) (each a “Party”, collectively the “Parties”).

**Recitals**

1. Customer and SCE entered into the Energy Management Solutions Incentives Application for Business Customers on or about June 24, 2014 and if applicable, the Customized Solutions Agreement (individually or collectively referred to as “EMS Agreement”), which is/are attached hereto and incorporated herein by reference.
2. Customer owns, leases or rents the property listed in the EMS Agreement as the Site and maintains a service account(s) with SCE for electric service. Customer has completed installation of eligible energy efficient equipment (“Equipment”) at the Site as set forth in the EMS Agreement and has accepted the equipment as being operational and in good working order.
3. In Decision 12-11-015, the California Public Utilities Commission authorized SCE to provide zero-percent interest financing for the installation of certain energy efficient equipment, which is to be repaid over a specified period through the Customer’s electric utility bill(s) (“On-Bill Financing”).
4. Customer desires to enter into this OBF Agreement in order to participate in SCE’s On-Bill Financing program and Customer agrees to repay SCE the Amount Financed (as defined under “Loan Terms”, below) through the Customer’s SCE utility bill(s) pursuant to the terms and conditions of this OBF Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

**Terms and Conditions**

**Defined Terms:** Except as the context otherwise requires, capitalized terms used in this OBF Agreement without definition shall have the same meanings as are set forth in the EMS Agreement.

**Amount Financed:** Within thirty (30) days after the Effective Date, SCE will provide a payment for the Amount Financed to Customer or to a third-party payee designated by Customer under the Loan Terms, below. Customer’s designation of a third-party payee may not be changed or revoked.

**Loan Terms:**

Amount Financed (“Amount Financed”):	\$46,658.40
Interest Rate:	0%
Fees:	0
Months to Pay:	120
First Month Payment:	\$388.82
Remaining Monthly Payments:	\$388.82
Service Account to be Billed: <sup>1</sup>	3-044-2708-85
Designated Third-Party Payee (if any):	Ecogreen Solutions
Address of Designated Third-Party Payee:	27992 Camino Capistrano Ste A Laguna Niguel, CA 92677

<sup>1</sup> If more than one Service Account will be billed, information regarding the Service Account number and monthly payment is included in Schedule A attached.

**Promise to Pay:** Customer promises to pay SCE the Amount Financed in equal monthly installments as set forth in the section above and/or Schedule A (Customer's "Loan Obligation"). The first Monthly Payment of Customer's Loan Obligation will appear within sixty (60) days from the Effective Date on Customer's SCE utility(s) bill for the Service Account(s) listed above. The Parties expressly acknowledge and agree that funding for the OBF Loan Obligation repayment shall not be raised by the levy of additional taxes but shall instead be obtained by Customer's savings in energy costs paid for solely by the loan proceeds. The Parties further acknowledge and agree that energy savings from conservation measures are not susceptible to precise calculation and actual savings may vary according to weather and utility rates, among other things. Therefore Customer's energy savings have been determined at the outset of this Agreement and calculated by comparing estimates of energy usage for the facilities in question with and without the conservation measure, as set forth specifically in the EMS Agreement. Customer's actual future energy savings are not guaranteed and the OBF Loan Obligation must be repaid in full irrespective of actual future SCE utility bill(s) amounts.

**Manner of Payment:** Customer's Monthly Payment amount will appear as a line item labeled "EE/OBF Installment Charge" on the monthly SCE utility bill(s) for Customer's Service Account(s). **Customer may pay the Loan Obligation in the monthly installments or pre-pay the Loan Obligation in one lump sum without penalty, but pre-payments for less than the remaining balance will not be allowed.** Customer's Loan Obligation will appear on Customer's monthly SCE utility bill(s) for the number of months set forth above, or until the Loan Obligation is paid in full by Customer, whichever occurs first. Customer shall make payments to SCE as directed in the SCE utility bill(s).

**Partial Payments:** If Customer is unable to make a full payment of the Loan Obligation in any given month, payment arrangements may be made at SCE's sole discretion. Any partial payments will be applied in equal proportion to the energy charges and the Loan Obligation, and Customer will be considered to be delinquent and in default of both the energy bill and the Loan Obligation.

**Late Payments:** No late payment charges or interest will be assessed for delinquent payments on the Loan Obligation. However, SCE may assess late payment charges for delinquent payments of energy charges pursuant to SCE's Rule 9 which is incorporated herein by reference.

**Returned Payments:** SCE may require payment of a \$8.00 Returned Check Charge for any check returned from Customer's financial institution unpaid. The Returned Check Charge will also apply to any forms of payment that are subsequently dishonored.

**Discontinuance of Service:** Amounts due under this OBF Agreement will be amounts deemed due under each SCE utility bill to the Customer's Service Account(s), and a default under this OBF Agreement will be treated as a default under the Customer's Service Account(s). Customer's Loan Obligation is subject to the discontinuance provisions of SCE's Rule 11, Discontinuance and Restoration of Service, Section B, Nonpayment of Bills or Summary Bills which is incorporated herein by reference.

**Breach and Acceleration:** Any breach by Customer under the EMS Agreement or this OBF Agreement shall constitute a breach under all of the above referenced agreements. For purposes herein, SCE may determine the OBF Agreement to be breached and Customer to be in default if Customer: (1) sells, assigns or otherwise transfers ownership, possession or title of the Site or the Equipment, (2) fails to pay the Monthly Payment amount when due, (3) closes, discontinues or otherwise causes the termination of the Service Account(s), or (4) otherwise breaches this OBF Agreement and/or the EMS Agreement, and the breach is not cured as specified therein. Notwithstanding anything to the contrary in the EMS Agreement, a breach and default as set forth in this section shall not be subject to any additional cure period. Following a breach as set forth in this section, SCE shall have the right to declare the entire unpaid balance of the Loan Obligation immediately due and payable.

**Purchase Money Security Interest:** Customer hereby agrees that SCE may, but is not obligated to, file a UCC-1 ("Financing Statement") against the Equipment to secure Customer's obligation to repay the Amount Financed. Customer agrees to execute any and all documents in connection with the Financing Statement in order for SCE to perfect its security interest in the Equipment. Customer agrees that SCE is not waiving any of its rights of recovery as against the Customer should SCE elect to file a Financing Statement.

**Confession of Judgment:** Customer irrevocably authorizes and empowers SCE and SCE's attorneys, upon breach and default by Customer as described in the preceding section, to appear in any state or federal court in Los Angeles County, California, as Customer's attorney-in-fact and confess judgment against Customer by entry of a confession of judgment pursuant to Code of Civil Procedure § 1132 et. seq., or by any other appropriate means, for the full amount due plus all costs of collection, including without limitation court costs and reasonable attorneys' fees. No single exercise of the foregoing power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as SCE may elect until all amounts owing under this OBF Agreement have been paid in full.

**Modification:** Any change to this OBF Agreement must be in writing and signed by Customer and SCE; except that during any given month, if Customer is unable to make full payment on the Loan Obligation, payment arrangements may be made at SCE's sole discretion without modifying this OBF Agreement in writing. Any written modification or amendment will not be effective unless and until signed by SCE or such condition is waived by SCE in its sole and absolute discretion.

**Term and Termination:** It is the Parties intent that the term of this OBF Agreement and the EMS Agreement run concurrently. Therefore, the OBF Agreement shall continue in effect until the Loan Obligation is paid in full.

**Assignment:** Notwithstanding anything to the contrary in this OBF Agreement, Customer may not assign its rights or delegate its duties under the Agreement.

**Additional Representations:** Each person signing this OBF Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this OBF Agreement on behalf of Customer, and to perform their obligations under this OBF Agreement. Customer further represents and warrants that if it is a legal entity, it is in good standing in its state of formation.

**Miscellaneous:** Except as otherwise specifically provided herein, all terms, provisions, covenants, representations, warranties, agreements and conditions of the EMS Agreement shall remain unchanged and in full force and effect. Should a conflict exist between this OBF Agreement, the EMS Agreement and the documents incorporated by reference, this OBF Agreement shall control. This OBF Agreement shall be construed and interpreted in accordance with, and shall be governed and enforced in all respects according to, the laws of the State of California. This OBF Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. If any one or more of the provisions contained in this OBF Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then this OBF Agreement shall be construed as if such invalid, illegal or unenforceable term or provision had never been contained herein and all other provisions of this OBF Agreement shall be construed to remain fully valid, enforceable and binding on the parties. The Recitals set forth above are hereby incorporated herein by reference.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this OBF Agreement as of the Effective Date.

**Customer: City of Monclair**

**Southern California Edison:**

Authorized Representative:

Authorized Representative:

**Mike McGehee**

**Mark Wallenrod**

Title:

Title:

**Superintendent**

**DIRECTOR of Program Operations**

Signature:

Signature:

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Date:

Date:

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Business Address:

Business Address:

**10827 Monte Vista Ave.  
Montclair, CA 91763**

**1515 Walnut Grove Ave.  
Rosemead, CA 91770**

Telephone No.

Telephone No.

**(909) 625-9443**

**1(626) 302-0802**

Fax No.

Fax No.

**1(626) 302-6143**

E-Mail Address:

E-Mail Address:

**MMCGEHEE@CITYOFMONTCLAIR.ORG**

**Mark.Wallenrod@sce.com**

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 15-96 WITH 3M COMPANY FOR MAINTENANCE OF THE POLICE DEPARTMENT'S AUTOMATED LICENSE PLATE READER SYSTEM AND BACK OFFICE SYSTEM SOFTWARE	<b>DATE:</b> December 21, 2015 <b>SECTION:</b> AGREEMENTS <b>ITEM NO.:</b> 2 <b>FILE I.D.:</b> PDT175 <b>DEPT.:</b> POLICE
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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 15-96 with 3M Company for continued maintenance of the Police Department's Automated License Plate Reader (ALPR) system and corresponding software. Proposed Agreement No. 15-96 has been approved by the City Attorney and is attached for the City Council's review and consideration.

**BACKGROUND:** The Police Department purchased an ALPR system in March 2013 to assist Patrol in the detection of stolen and/or wanted vehicles and subjects.

The system consists of four cameras—mounted on the vehicle light bar—that continually scan their fields of view for the presence of license plates; when detected, the camera is triggered to capture images of the vehicle and plate, which are instantly checked against one or more on-board databases. Visual and audible alerts immediately notify the officer of a "hit" against the database(s). ALPR systems offer enhanced officer productivity because they are capable of checking tens-of-thousands of license plates during a normal shift. More license plates scanned results in timely apprehension of suspects, recovery of property, greater intelligence collection, and increased officer safety.

Data obtained through the system is stored on the Back Office System Software (BOSS), an analysis software package that provides data-mining capability of historic license plate information.

Staff proposes to continue the service agreement with 3M Company to assure the equipment is maintained in optimal working order. The service agreement provides for phone and remote support, parts and labor, and software upgrades and maintenance.

**FISCAL IMPACT:** The total cost of services proposed to be provided pursuant to Agreement No. 15-96 is \$1,800. Funding for this specific service is allocated in the Police Department Fiscal Year 2015-16 Budget.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 15-96 with 3M Company for maintenance of the Police Department's Automated License Plate Reader system and Back Office System Software.

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

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## MAINTENANCE SERVICES AGREEMENT

THIS MAINTENANCE SERVICES AGREEMENT (this "Agreement") is made as of December 21, 2015 ("Effective Date"), by and between 3M COMPANY, acting through the Automated License Plate Reader ("ALPR") Business of its Traffic Safety & Security Division ("3M") and CITY of MONTCLAIR, a Municipality ("Customer"). 3M and Customer are collectively referred to as "Parties" and individually as a "Party."

### 1. PRODUCTS & SERVICES

1.1 This Agreement describes the terms under which 3M will provide to Customer those maintenance services described in Exhibit A (collectively, the "Services") and the ALPR equipment and software described in Exhibit B (the "Products"), which have been or will be installed at the Customer site(s), also provided in Exhibit B (the "Customer Site").

### 2. TERM

This Agreement's term will begin on the Effective Date and expires on its first anniversary, unless sooner terminated as stated in this Section 2 (the "Term"). A Party may terminate this Agreement by notice to the other Party if that other Party has breached any obligation under this Agreement and failed to cure such breach within thirty days after notice of that breach. At the Term's end (regardless of cause), no Party is relieved of any existing and unfulfilled obligation, including, without limitation, payment of any amount due.

### 3. RESPONSIBILITIES & FEES

3.1 Customer will appoint a Customer employee to act as 3M's primary contact for Services ("Customer Contact") who will be trained, qualified, available and authorized to: (a) communicate all necessary information and initiate all Service requests to 3M, whether to be provided via 3M's phone support or a Technician; and (b) under 3M's verbal direction, perform Product diagnostic testing and install Software releases.

3.2 Customer will ensure that 3M has timely access to appropriate Customer personnel to perform all Services and that all Customer personnel with access to any 3M Product is adequately qualified and suitably trained to ensure his/her safety and to safeguard that Product. Customer will respond promptly to any 3M request for information, authorization or other decision reasonably necessary for 3M to perform Services. When a Technician is performing Services at a Customer Site, Customer will provide that Technician with: (a) suitable and safe access to Customer's facilities and systems; and (b) suitable space and associated resources, including any necessary computing and office support resources such as a sheltered, lighted and climate controlled environment with 120 volt power.

3.3 3M will perform the Services in exchange for the Maintenance Fee and reimbursement of Travel Expenses (all collectively referred to as "Fees"). 3M and Customer will review and mutually approve in writing any expected Travel Expenses prior to 3M incurring such Travel Expenses. 3M will provide reasonable documentation supporting such Travel Expenses upon Customer request. Payment terms for Services are net thirty (30) days from the date of 3M's invoice, payable in United States dollars. Customer shall be billed yearly in advance for Services to be performed. Fees do not include any taxes that may be due, which are Customer's responsibility.

3.4 Upon 3M's failure to receive payment within thirty (30) days, in addition to any other remedies which 3M may have, it shall have the right to (i) repossess Goods and Software as to which full payment has not been received (ii) suspend further performance under this and/or other agreements with Customer, and (iii) terminate this agreement and/or other agreements with Customer, which other agreements 3M and Customer hereby amend accordingly. Customer shall be liable for all expenses, including attorney's fees, relating to the collection of past due amounts. On all currency-based transactions, interest of one and one-half percent (1-1/2%) per month, eighteen percent (18%) annually or, if lower, the maximum rate permitted by law, from the date on which it is due until it is paid, shall be added to past due accounts.

Should Customer's financial responsibility become unsatisfactory to 3M, cash payments or security satisfactory to 3M may be required by 3M for future performance of Services. If such cash payment or security is not provided, in addition to 3M's other rights and remedies, 3M may discontinue performance of Services including suspending any Software license without liability. Customer shall be responsible for payment upon receipt of an invoice, and 3M shall not be responsible for sending Customer more than one invoice.

#### 4. LIMITED SERVICE WARRANTY & REMEDY

4.1 3M warrants to Customer for ninety (90) days from the date on which 3M performs a Service ("Service Warranty Period") that the Service will be performed in a workmanlike manner. Customer will promptly review a Service and is deemed to have accepted that Service, unless that Service fails to conform to the 3M Warranty and is rejected by Customer within the Warranty Period. 3M further warrants that 3M parts or components provided under this Agreement will be free from substantial defects in material and workmanship under normal use and service, wear and tear excepted, for one (1) year ("Parts Warranty Period") from the original date of purchase. The Service warranty and the Parts warranty are collectively referred to as the 3M Warranty.

4.2 The 3M WARRANTY DOES NOT APPLY TO THE EXTENT THE PRODUCT TO WHICH THE SERVICE RELATES IS: (a) provided for beta, evaluation, testing or demonstration purposes; (b) has been modified, altered, repaired, or serviced by anyone except 3M; (c) has not been stored, applied, installed, operated, repaired, or maintained in accordance with all recommendations, instructions supplied by 3M in its product and service literature, technical documents, websites, and other information; (d) damaged through contact with a person or thing, misuse, accident, vandalism, neglect, or other action by anyone other than 3M; (e) affected by environmental conditions, such as power fluctuations, improper power supply, or activity by animals or insects; or (f) any malfunction resulting from a Product's use with any software, firmware, equipment, accessory, or other product not made by 3M.

4.3 If 3M determines that the Service did not conform to the 3M Warranty during the respective Warranty Period, then, as CUSTOMER'S EXCLUSIVE REMEDY, 3M will, at its option: (i) re-perform that Service at 3M's expense; or (ii) refund any applicable Fee. If 3M makes any other determination, then any 3M resulting fees and/or costs will be paid, or reimbursed, by Customer.

4.4 For Customer's convenience, 3M may provide specifications, bulletins, engineering or technical information, recommendations, installation and operation instructions, and other information or materials relating to Products and Services ("Other Information"), but the Parties acknowledge that 3M makes only the 3M Warranty and does not warranty any Other Information. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THE 3M WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, RIGHTS, OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING IF A SERVICE FITS ITS PARTICULAR PURPOSE AND IS SUITABLE FOR ITS NEEDS.

#### 5. CONFIDENTIALITY

The Parties agree that this Agreement's terms are their mutual confidential information and may not be disclosed to a third party during the Term and for three year(s) thereafter, without the other Party's consent, except 3M may disclose to its subcontractors such information as is necessary for performance of 3M's obligations. This Section 5 does not apply to information that was: (a) in the public domain; (b) already in the receiving Party's possession; (c) disclosed to the receiving Party by a third party; (d) independently developed by the receiving Party, or (e) otherwise required to be disclosed by law, including without limitation pursuant to the California Public Records Act. In the event of a public request for disclosure of this Agreement, City shall provide timely notice to 3M. Except as stated in this Section 5, the Parties do not intend to convey any of their confidential information to each other.

## 6. DISPUTE RESOLUTION

6.1 This Agreement will be construed and enforced according to the laws of the State of California, without regarding to its conflicts of law rules. Any litigation regarding a Service or this Agreement will be brought only in the state or federal court located in San Bernardino County, California, and the Parties consent to the personal jurisdiction of such courts. No provision of this Section 6 will preclude either Party seeking injunctive relief to prevent immediate or irreparable harm to it, but the dispute resolution process stated in Subsection 6.2 will otherwise be fully exhausted before the commencement of any litigation. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY CLAIMS OR DISPUTES ARISING OUT OF, OR RELATED TO, A PRODUCT ON WHICH 3M PERFORMS SERVICES, SERVICE, FEE, AND/OR THIS AGREEMENT. Any lawsuit or other action, regardless of form, relating to a Product, Service, Fee or this Agreement must be commenced within one year after the cause of action occurred.

6.2 Before commencing any litigation regarding a Product on which 3M performs Services, a Service, a Fee, and/or this Agreement, the Parties will enter into non-binding mediation conducted by a mutually selected mediator with experience in the industry. Each Party will pay its own attorneys' fees and the Parties will share equally the other mediation costs. If the mediation does not resolve the Parties' dispute(s) to their mutual satisfaction within four months after a written mediation request is made by a Party, either Party may commence an action, but only as stated in Subsection 6.1. All the Parties' negotiations pursuant to this Section 6 are confidential and will be treated as settlement negotiations for all purposes.

## 7. GENERAL PROVISIONS

7.1 The Parties are not partners, and their relationship will be one of seller and buyer of services. A Party has no right or authority to obligate, or to otherwise act as agent for, the other Party for any purpose. Customer will not assign any of its rights or obligations under this Agreement (an "Assignment") without 3M's prior written approval or such Assignment will be a default under this Agreement. An Assignment will include any transfer of at least 50% of Customer's assets or ownership. No Assignment will relieve Customer of any accrued obligation under this Agreement.

7.2 A Party will not be responsible for the delay in its performance of any obligation under this Agreement, except failure to pay any amount due, caused by acts of God, legal restrictions, inability to obtain Service Parts, or any other condition beyond its reasonable. If any of this Agreement's terms is, for any reason, held to be invalid, illegal or unenforceable by a court or tribunal of competent jurisdiction, then this Agreement will be deemed severable and the remainder of this Agreement will be enforceable, provided that a Party's rights are not substantially impaired.

7.3 All notices required or permitted under this Agreement will be given in writing and delivered personally, including via any nationally recognized overnight delivery service, to: (a) 3M at: 3M Center, Building 225-4N-14, Saint Paul, MN 55144-1000, Attention: Contract Manager; and (b) Customer at: Montclair Police Department, 4870 Arrow Highway, Montclair, CA 91763, Attention: Captain Robert Avels. Either Party's address change will be promptly communicated in writing to the other Party.

7.4 This Agreement (including any Exhibits) constitutes the Parties' entire agreement relating to its subject matter and supersedes all of their prior agreements and understandings, whether written or oral. No Party has relied on any warranty or other statement not in this Agreement. This Agreement may only be modified by a written document signed by the Parties. A Party's delay(s) and/or failure(s) to require strict performance under this Agreement will not waive its right subsequently to require such strict performance. This Agreement was negotiated between the Parties, each of whom had the opportunity to consult with legal counsel. All obligations related to warranty, remedy, indemnification, limitation of liability, dispute resolution and other covenants will survive the Term's end (regardless of cause) to the full extent necessary to protect the Party in whose favor they run.

7.5 EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND FOR ITS CONFIDENTIALITY OBLIGATIONS IN SECTION 5, 3M WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER FOR DIRECT (other than the Limited Remedy), SPECIAL, INDIRECT, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS), OR PUNITIVE DAMAGES IN ANY WAY RELATED TO A PRODUCT ON WHICH 3M PERFORMS SERVICES, THE SERVICES, FEES, THIS AGREEMENT, OR THIS AGREEMENT'S TERMINATION, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH SUCH DAMAGES ARE SOUGHT. 3M'S LIABILITY FOR ALL DIRECT DAMAGES SHALL NOT EXCEED THE VALUE OF AMOUNTS PAID UNDER THIS AGREEMENT.

AGREED AND ACCEPTED:

**3M COMPANY**

**CITY OF MONTCLAIR**

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A TO MAINTENANCE SERVICES AGREEMENT

### SERVICES AND PRICING

#### Maintenance Fee:

1.1 The Maintenance Fee is \$1800.00/yearly as reflected in Quotes 00001975 and 0001976, and paid in accordance with the terms of Section 3.3.

#### Scope of Services:

1.2 During the Term (as defined in Section 2), 3M will perform the following Services related to Products:

1.2.1 In exchange for the Maintenance Fee, 3M will provide for all Products:

(A) Telephone technical support on 3M's technical support business days from 7 a.m. until 6 p.m. (Central Time); and

(B) For any Product maintenance to be performed at the applicable Customer Site, all 3M technician ("Technician") labor time and any service parts needed to perform the Service ("Service Parts"), but Customer will reimburse 3M for the Technician's Travel Expenses as defined below.

1.2.2 For any Product that is software for which Customer has a current, valid 3M license agreement ("Software"), 3M will also provide any Software bug fix or planned version release at no additional charge as long as Customer installs such fix. If a Technician is required to travel to the Customer Site to provide that Software update or release, then Customer will pay the Travel Expenses.

1.2.3 Any additional services must be requested by the Customer in writing and will be subject to this Agreement's terms and charged at 3M's then-current hourly rates.

1.3 The following items are out of scope:

- a. Equipment or software requiring repair due to the negligence, misuse or vandalism by Customer or another third party not under 3M's control;
- b. Training;
- c. Repair or maintenance due to use of non-manufacturer approved suppliers or connections; and
- d. Consumables.
- e. Adjustments to the Optical Character Recognition (OCR) Engine utilized in Customer's ALPR system(s).

1.4 Certain Services require Customer to have a high speed Internet connection and Customer acknowledges that it is Customer's sole responsibility for obtaining and maintaining such Internet access prior to arrival of 3M's Technician.

1.5 Travel Expenses:

Meals, transportation, lodging, and miscellaneous expenses are considered "Travel Expenses" and are billed at actual cost plus a ten percent (10%) administrative fee. **3M and Customer will review and mutually approve in writing any expected Travel Expenses prior to 3M incurring such Travel Expenses. 3M will provide reasonable documentation supporting such Travel Expenses upon Customer request.** The cost of shipping supplies required for Services are likewise charged at cost plus ten percent (10%). Payment of all Travel Expenses is in accordance with the payment terms defined in Section 3.3.

**EXHIBIT B TO MAINTENANCE SERVICES AGREEMENT**

**PRODUCTS AND CUSTOMER SITES**

<b>ALPR Equipment and Software</b>	<b>Equipment and Software Identifications</b>	<b>Customer Site - Address</b>
4-Camera ALPR System and BOSS	Serial No. KX211P57430235 (4-camera system)	Montclair Police Department 4870 Arrow Highway Montclair, CA 91763

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 15-97 WITH BARTEL ASSOCIATES, LLC FOR COMPLETION OF THE REQUIRED GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT NO. 45 ACTUARIAL VALUATION	<b>DATE:</b> December 21, 2015
	<b>SECTION:</b> AGREEMENTS
	<b>ITEM NO.:</b> 3
	<b>FILE I.D.:</b> PER250
	<b>DEPT.:</b> ADMIN. SVCS.

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 15-97 with Bartel Associates, LLC, to have an actuarial valuation completed of the cost and obligations related to postemployment healthcare and other nonpension benefits as required by the Governmental Accounting Standards Board.

**BACKGROUND:** The Governmental Accounting Standards Board (GASB) issued Statement No. 45, "Accounting and Financial Reporting by Employers for Postemployment Benefit Plans Other Than Pensions", in June 2004. GASB 45 addresses how state and local governments should account for and report their costs and obligations related to postemployment healthcare and other nonpension benefits. Collectively, these benefits are referred to as *other postemployment benefits*, or OPEB.

GASB requires that an actuarial valuation be performed at least biennially (every 2 years) for retiree healthcare plans with 200 or more members and at least triennially (every 3 years) for plans with less than 200 members. In 2013 Bartel Associates, LLC completed an actuarial valuation for the City of Montclair for Fiscal Years 2011-12 and 2012-13. It is now time to proceed with the actuarial valuation for fiscal years 2013-14, 2014-15, and possibly 2015-16.

The attached fee estimate from Bartel Associates, LLC estimates the cost of an updated actuarial valuation at \$13,000, but not to exceed \$14,500. In 2011 estimates to complete a GASB 45 valuation from other agencies ranged as high as \$23,000. Bartel Associates, LLC completed Montclair's 2013 valuation which affords them the advantage of having the previous employee benefit information accessible for assistance in completion of the report. In addition to being familiar with Montclair's benefit structure, Bartel Associates, LLC specializes in providing states, counties, cities, and other public agencies with actuarial consulting services.

**FISCAL IMPACT:** The cost for the GASB 45 actuarial valuation by Bartel Associates, LLC is estimated at \$13,000, but not to exceed \$14,500. Funds to cover the cost of the valuation are included in the Fiscal Year 2015-16 Budget.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 15-97 with Bartel Associates, LLC for completion of the GASB 45 actuarial valuation.

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

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December 9, 2015

Gary E. Charleston  
Personnel Officer  
**City of Montclair**  
5111 Benito Street  
Montclair, CA 91763

**Re: GASB 45 OPEB Actuarial Valuation Fee Estimate & Data Request**

Dear Mr. Charleston:

Bartel Associates would be pleased to provide the City of Montclair actuarial consulting services. . This letter summarizes the project scope and our fee estimate for an actuarial valuation for the City's retiree healthcare plan.

**Background**

The City provides retiree medical benefits that vary by bargaining group, years of City service at retirement, and City's contribution limit in effect on the date of retirement. The June 30, 2011 valuation covered fiscal years 2011/12 and 2012/13. Since there are more than 200 participants (193 active employees and 74 retirees receiving healthcare benefits as of June 30, 2011) GASB 45 requires biennial valuations. Normally the June 30, 2013 valuation would cover fiscal years 2013/14 and 2014/15. We can assist the City to discuss with its' outside auditors what valuation date is appropriate and which fiscal years it will cover.

In June 2015, GASB approved revised OPEB accounting rules under Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions. This statement replaces GASB 45, effective for the City's 2017/18 fiscal year. Unless the City wishes to early implement GASB 75, the City's GASB 75 information will be based on a future valuation. Consequently no GASB 75 fees are included in this proposal.

**Estimated Fees**

Our fee to prepare the valuation for the City's retiree healthcare plan will be approximately \$13,000, including a meeting to discuss the valuation results. While our fee estimate represents the likely cost of the valuation, it is possible that the valuation may require additional time. We understand the City's budgeting needs and agree not to bill more than \$14,500 for the valuation, including a meeting, unless the project scope changes.

Please note that our fee estimate assumes:

- We will bill the City at the following hourly rates:

Partner	\$260 - \$310
Assistant Vice President	\$210 - \$230
Senior Actuarial Analyst	\$160
Actuarial Analyst	\$130
Administrative Support	\$75

- Participant census data requested will be provided completely and accurately in an Excel spreadsheet with one record per participant.
- All information requested will be provided and is internally consistent.
- Costs and liabilities will be provided using one funding method and one set of assumptions including 2 discount rates: a "no funding" discount rate representative of the expected future long-term return of



the City's investment fund and a "full funding" discount rate representative of the expected future long-term return of a segregated fund

- GASB 45 costs and liabilities will be presented for the plan as a whole with breakdowns for Miscellaneous, Police, and Fire employees.
- We will have one meeting with the City to review preliminary valuation results and will provide a discussion outline for our meeting. The discussion outline will summarize the plan provisions, census data, actuarial methods and assumptions, and the valuation results.
- There will be no additional charges for expenses (e.g., travel, telephone, copying, etc.). The hourly rates listed above include our costs for these items.
- We will invoice the City monthly based on time incurred, subject to the above maximum fee.

Please note that our fee estimate will be higher if:

- The City has made significant changes to the retiree healthcare plan since the previous valuation.
- Results are needed for additional assumptions, funding methods, contribution policies, or alternative plan designs.
- The City requests additional meetings. We will base our fee for additional meetings on our billing rates and the time needed for the meetings and preparation. For example, a 2-hour meeting where we can use our discussion outline with no additional preparation would cost about \$500.
- The City requests a formal valuation report, an executive summary, or a draft financial statement footnote. We estimate that our fees would be \$2,000 for a formal valuation report, \$1,500 for an executive summary, and \$600 for a draft financial statement footnote.
- If the City pre-funds its retiree healthcare benefits through CERBT, it will need to CalPERS a valuation report, an actuarial certification, a funding policy certification, and an Excel spreadsheet containing the valuation results and funding information. CalPERS will accept our discussion outline with an actuarial certification in lieu of a formal valuation report. Our estimated fee to prepare the certifications and Excel spreadsheet required by CalPERS is \$500. If the City prefers a formal valuation report, our fee will be \$2,000 as mentioned above.

### Data Requirements

In order for us to begin the GASB 45 valuation, please provide:

- Summary of plan provisions.
- Medical, dental, and vision premium rates for active employees and retirees for 2012/13, 2013/14, 2014/15 and 2015/16.
- Total retiree pay-as-you-go costs for fiscal years 2012/13 through 2014/15 for medical, dental, and vision separately, if possible.
- Active and retired participant data in electronic format (Excel workbook) as of the selected valuation date:
  - Active Data - name, employee number (not Social Security number), gender, birth date, hire date, healthcare plan elections (medical, dental, and vision), single/2-party/family coverage elections (medical, dental, and vision), CalPERS pension plan (Miscellaneous, Police, Fire), total CalPERS agency service (if available), bargaining unit (Fire, Management, Police, SPBEA), and annual PERSable compensation. Include any active employees who have waived healthcare coverage.
  - Retiree Data - name, employee number, gender, birth date, retirement type (service, disability, survivor), retirement date, healthcare plan elections (medical, dental, vision, and Medicare B), single/2-party/family coverage elections (medical, dental, vision, and Medicare B), CalPERS pension plan (Miscellaneous, Police, Fire), bargaining unit (Fire, Management, Police, SPBEA), benefit level (15 year benefit, 25 year benefit, none), spouse's birth date (if available), portion of premium paid by the City (medical, dental, vision, and Medicare B separately), and portion of



premium paid by the retiree (medical, dental, vision, and Medicare B separately). Include retirees and surviving spouses of retirees who have retired under CalPERS and have waived coverage.

- In lieu of individual PERSable compensation, the City can provide the current average PERS pay rate for Miscellaneous and Safety employees and for each bargaining unit or employee group if results are needed by employee group. Indicate the pay period for the compensation reported.

In order to maintain confidentiality, do not provide Social Security Numbers for the employee number. We will return any files that include Social Security numbers.

We may need additional data, depending on our review of the City's retiree healthcare plan.

**Timing**

We are prepared to begin this project immediately. Normally, the valuation results meeting is set about 4-6 weeks after we receive all the requested information and the City replies to any questions we may have after our initial review of the requested data.

We look forward to working with you and the City.

Sincerely,

A handwritten signature in blue ink that reads 'Doug Pryor'.

Doug Pryor  
Vice President

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

Signature: \_\_\_\_\_

Paul M. Eaton, Mayor

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

Signature: \_\_\_\_\_

Andrea M. Phillips, Deputy City Clerk

**MINUTES OF THE CITY OF MONTCLAIR REAL  
ESTATE COMMITTEE MEETING HELD ON  
MONDAY, NOVEMBER 16, 2015 AT 6:02 P.M. IN  
THE CITY HALL CONFERENCE ROOM, 5111  
BENITO STREET, MONTCLAIR, CALIFORNIA**

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**I. CALL TO ORDER**

Council Member Dutrey called the meeting to order at 6:02 p.m.

**II. ROLL CALL**

Present: Council Member Dutrey (Chair); Mayor Eaton (Committee Member); City Manager Starr; Deputy City Manager Staats; City Planner Diaz; Associate Planner Gutierrez; City Attorney Robbins; Deputy City Clerk Phillips

**III. APPROVAL OF MINUTES**

Minutes of the Real Estate Committee of April 20, 2015, were approved.

**IV. PUBLIC COMMENT**

None

**V. DISCUSSION ITEMS**

**A. PROPOSED MODIFICATIONS TO THE NORTH MONTCLAIR DOWNTOWN SPECIFIC PLAN TO EXPAND BOUNDARIES**

City Planner Diaz presented plans for the proposed modifications to the North Montclair Downtown Specific Plan (NMDSP) boundaries proposed by Westminster Development. The modifications would incorporate the properties on the southwest corner of Arrow Highway and Monte Vista Avenue.

The Committee reviewed and discussed the modifications, resulting in a recommendation to approve the proposal. Direction was given to staff to recommend that the developers in the any newly incorporated area of the NMDSP pay for costs related to the inclusion of the property into the NMDSP.

**B. GENERAL PLAN UPDATE AND APPLICATIONS FOR CHANGE OF ZONE/CHANGE OF GENERAL PLAN DESIGNATION PRIOR TO GENERAL PLAN UPDATE**

Deputy City Manager Staats noted staff has been researching information and has begun preparation of a Request for Proposal" (RFP) for the

development of a General Plan update. She advised the Committee that one reason, among many, that a General Plan update should be considered is because of the number of requests for zone changes and General Plan amendments that staff has been receiving.

Discussion ensued regarding the current process involving incremental General Plan amendments and zone changes for residential projects. It was determined that staff would return with policy alternatives to the Committee for methods of considering zone changes and General Plan amendments if a contract for the General Plan update is approved.

Council Member Dutrey suggested holding a Council workshop to discuss the General Plan update.

**C. PROPOSED ORDINANCE REVISIONS REGARDING MEDICAL MARIJUANA DISPENSARIES AND CULTIVATION PURSUANT TO THE 2015 UPDATED MEDICAL MARIJUANA REGULATION AND SAFETY ACT (MMRSA)**

City Attorney Robbins presented a draft Ordinance related to revising the Montclair Municipal Code section that governs medical marijuana cultivation and use in the City pursuant to the newly adopted State of California Medical Marijuana Regulation and Safety Act (MMRSA). She noted the revision addresses several aspects including cultivation and delivery of medical marijuana in the City, whereas the current ordinance only prohibits the operation of medical marijuana dispensaries in the City. The deadline for this update is February 28, or else the provisions of MMRSA governing medical marijuana will go into effect in the City. Staff is aiming to have the ordinance become effective by the end of January. An item setting the first public hearing for December 7, 2015, is on tonight's Council meeting agenda.

**D. STATUS OF CITY COMPLIANCE EFFORTS WITH THE DEPARTMENT OF WATER RESOURCES 2015 UPDATED MODEL WATER EFFICIENT LANDSCAPE ORDINANCE**

City Planner Diaz noted that new state law requires cities to update their local ordinances pertaining to water efficient landscaping by January 1, 2016 or provisions of the state's guidelines become effective. He noted the medical marijuana ordinance took precedence over this update, and staff recommends allowing the state guidelines to become effective until staff formulates its own guidelines for water efficient landscaping. Developers with upcoming projects in the City have been notified the City will comply with state law until the City implements its own guidelines related to water efficient landscaping in new developments.

**E. DISCUSSION REGARDING NON-REGIONAL COMMERCIAL USES IN THE C2 AND C3 ZONING DISTRICTS OF THE NORTH MONTCLAIR SPECIFIC PLAN WITH A GENERAL PLAN LAND USE DESIGNATION OF REGIONAL COMMERCIAL**

Deputy City Manager Staats and City Planner Diaz discussed the issue of requests for thrift and second-hand stores in the North Montclair Specific Plan area with a regional commercial land use designation. Property owners and leasing agents in this area frequently wish to lease space to tenants selling consignment and used items. Staff has been discouraging these uses based on the zoning. The Committee recommended that staff continue to enforce the regional commercial use in C-2 and C-3 zoning districts in the North Montclair Specific Plan area.

**F. DISCUSSION OF DRAFT ORDINANCE ESTABLISHING STANDARDS FOR LED SIGNS RELATED TO AUTOMOBILE SALES**

City Planner Diaz noted this item is related to a car dealership located on Holt Boulevard that has requested permission to use LED signs. LED signs are currently only allowed along the freeway. He noted this year the City Council approved an agreement with YESCO to develop LED sign guidelines. Staff is completing an draft ordinance regarding use of LED signs by automobile dealerships. Deputy City Manager Staats indicated that it would be staff's intent is to hold a public workshop for auto dealers relating to LED signs. Discussion ensued whether other commercial uses should be included in the draft ordinance allowing LED signage as long as they meet set criteria. The Committee recommended that LED signs could start out for automobile dealerships only and perhaps could be expanded to other businesses at a later time if everything goes well.

Council Member Dutrey asked when a draft of the LED sign standards would be completed and City Planner Diaz said something could be prepared by early next year.

**G. DISCUSSION OF IMPLICATIONS OF SUPREME COURT DECISION—REED VS. TOWN OF GILBERT**

Deputy City Manager Staats stated that the City's must review its sign ordinance in light of a Supreme Court decision that makes it illegal to regulate signs based on its content. Sign regulations must be content-neutral and the decision was very overreaching in terms of its protections of free speech. City Attorney Robbins stated that the City will need to work on the development of more content-neutral categories for signage.

**H. DEVELOPMENT PROPOSALS SUBMITTED FOR DEVELOPMENT REVIEW CONSIDERATION - PROJECTS NOT OFFICIALLY SUBMITTED FOR FORMAL CITY REVIEW:**

- 1. Request for Precise Plan of Design - Development of an Automated Car Wash on Approximately 0.91 Acres of Vacant Property at the Southeast Corner of Ramona Avenue and Dale Street submitted by Baja Car Wash**

Associate Planner Gutierrez presented plans for Baja Car Wash located at the southeast corner of Ramona Avenue and Dale Street. The Committee reviewed the site plan for the automatic drive-thru car wash. City Planner Diaz noted staff requested the developer change the material for the roof due to durability and aesthetic concerns.

**I. ESTABLISHING ARCHITECTURAL REVIEW COMMITTEE/PROGRAM**

City Manager Starr noted this item is in response to the Council's request for more involvement in the development review process. Staff recommends that, in addition to the Development Review Committee (DRC) meetings at which staff reviews various projects, a professional architect's perspective could be added to the process—either through a separate architectural review committee before or after the DRC meets, by adding an architectural review to the DRC, or by submitting projects to an architect to review and provide the DRC with recommendations. He emphasized the importance of adding an architect into the process to ensure the design and quality of projects coming into the community. This process would be used primarily for larger projects. He requested the Committee's input on how they would like to incorporate an architectural review.

Council Member Dutrey stated he would prefer whatever process is easiest to implement. Retention of an architect would require review and approval of the City Council.

**J. ESTABLISHING REGULAR SCHEDULE FOR REAL ESTATE COMMITTEE**

Council Member Dutrey recommended the Committee meet every third Monday of each month at 5:30 p.m., and that the Code Enforcement/Public Safety Committee meetings be moved to 6:15 p.m. He noted if one meeting is cancelled, the other can be moved to 6:00 p.m.

**K. OTHER ITEMS**

No other items were discussed.

**VII. ADJOURNMENT**

At 6:51 p.m., Council Member Dutrey adjourned the Real Estate Committee.

Submitted for Real Estate Committee approval,

  
\_\_\_\_\_  
Andrea Phillips, Deputy City Clerk

**MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON MONDAY,  
DECEMBER 7, 2015, AT 8:53 P.M. IN THE CITY  
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA**

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**I. CALL TO ORDER**

Mayor Pro Tem Raft called the meeting to order at 8:53 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 November 16, 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 November 16, 2015.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**

At 8:54 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 9:13 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 9:13 p.m., Mayor Pro Tem Raft adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



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Edward C. Starr  
City Manager