

CITY OF MONTCLAIR

**CITY COUNCIL
SUCCESSOR REDEVELOPMENT AGENCY,
MONTCLAIR HOUSING CORPORATION, MONTCLAIR
HOUSING AUTHORITY, AND MONTCLAIR COMMUNITY
FOUNDATION MEETINGS**

AGENDA PACKET



**Monday, April 15, 2024
7:00 p.m.**

**Montclair City Council Chambers
5111 Benito Street
Montclair, CA 91763**

Mayor

Javier "John" Dutrey

Mayor Pro Tem

Tenice Johnson

Council Members

Bill Ruh

Corysa Martinez

Benjamin "Ben" Lopez

City Manager

Edward C. Starr

City Attorney

Diane E. Robbins

City Clerk

Andrea M. Myrick



**REGULAR JOINT MEETING OF THE
CITY COUNCIL, SUCCESSOR AGENCY, MONTCLAIR HOUSING CORPORATION,
MONTCLAIR HOUSING AUTHORITY, AND MONTCLAIR COMMUNITY FOUNDATION**

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

Monday, April 15, 2024
7:00 p.m.

If you want to provide comments on an agenda item, including public hearing and closed session items, please complete a Speaker Card located in the Council Chambers. The Mayor/Chair (or the meeting's Presiding Officer) will call on those who submitted requests to speak at the appropriate times during the meeting. Written comments (200-word limit per agenda item, and 200-word limit for all non-agenda items combined) can also be emailed to cityclerk@cityofmontclair.org at least one hour before the meeting begins.

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Zoom Link: <https://zoom.us/j/93717150550>

Dial Number: 1 (669) 900-6833

Meeting ID: 937-1715-0550

AGENDA

- I. CALL TO ORDER** City Council [CC], Successor Agency Board [SA],
Montclair Housing Corporation Board [MHC],
Montclair Housing Authority Commission [MHA],
Montclair Community Foundation Board [MCF]

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 endorses any particular religious belief or form of invocation.

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. PRESENTATIONS

- A. Fourth District Update by San Bernardino County Supervisor Curt Hagman
B. Proclamation Declaring April 26, 2024 as “Arbor Day” in the City of Montclair

VI. PUBLIC COMMENT

*During Public Comment, you may comment on any subject that **does not** appear on this agenda. Each speaker has up to five minutes. The meeting's presiding officer may provide more or less time to accommodate speakers with special needs or a large number of speakers waiting in line. (Government Code Section 54954.3).*

Under the provisions of the Brown Act, the meeting bodies are prohibited from participating in substantial discussion of or taking action on items not listed on the agenda.

VII. PUBLIC HEARINGS — None

VIII. CONSENT CALENDAR

A. Approval of Minutes

1. Regular Joint Meeting — April 1, 2024 [CC/SA/MHC/MHA/MCF]

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B. Administrative Reports	
1. Consider Receiving and Filing of Treasurer’s Report [CC]	4
2. Consider Approval of Warrant Register & Payroll Documentation [CC]	5
3. Consider Receiving and Filing of Treasurer’s Report [SA]	6
4. Consider Approval of Warrant Register [SA]	7
5. Consider Receiving and Filing of Treasurer’s Report [MHC]	8
6. Consider Approval of Warrant Register [MHC]	9
7. Consider Receiving and Filing of Treasurer’s Report [MHA]	10
8. Consider Approval of Warrant Register [MHA]	11
9. Consider Authorizing the Receipt of \$16,729 from the 2021 Justice Assistance Grant to Purchase Three Electric Bikes and Safety Equipment for the Police Department [CC]	12
C. Agreements	
1. Consider Approval of Agreement No. 24-27 with TKE Engineering, Inc. for On-Call Contract Inspection Services, Subject to Any Revisions Deemed Necessary by the City Attorney [CC]	
Consider Authorizing a \$60,000 Appropriation from 2021 Lease Revenue Bond Proceeds for Costs Related to Agreement No. 24-27 [CC]	14
D. Resolutions	
1. Consider Adoption of Resolution No. 24-3432 Approving the Tree City USA Application for 2024 and Authorizing the Director of Public Works to Sign the Application [CC]	33

IX. PULLED CONSENT CALENDAR ITEMS

X. BUSINESS ITEMS

A. Consider Adoption of One of the Following Resolutions:

Resolution No. 24-3433 Affirming as Policy the City Council’s Practice to Not Act on Matters Considered the Purview and Maintenance of the State or National Governments; and, Further, to Not Consider or Adopt Resolutions, Issue Proclamations or Otherwise Engage in Discourse or Advocacy Adverse to the Interests Of Montclair, or that Would Place the City Council in the Position of Advocacy on Matters Outside the Purview of Local Government, or that Would Potentially Pit Against Each other Factions or Groups Within Montclair, or that are Otherwise Not Directly Connected with the City Council’s Governance or Administration of the City, its Provision of Public Services, or its Objective to Improve the Quality of Life for Montclair Residents [CC]

Resolution No. 24-3434 Demonstrating Support for the Biden Administration’s Call for “An Immediate Ceasefire” to Hostilities in the Israel-Gaza Strip Conflict, and that “Specific, Concrete, and Measurable Steps” be Taken to Curb Civilian Casualties and Prevent Harm to Aid Workers, that All Hostages, Prisoners of War and Detainees be Immediately Returned to their Respective States and, Further, that Humanitarian Aid be Permitted to Flow into the Conflict-Torn Areas [CC]

XI. COUNCIL WORKSHOP

- A. Update on Affordable Housing and Homeless Assistance Grant Applications, Awards, and Projects
(The City Council may consider continuing this item to an adjourned meeting on Monday, May 6, 2024, at 5:45 p.m. in the City Council Chambers)

XII. COMMUNICATIONS

- A. Department Reports — None
- B. City Attorney
- C. City Manager/Executive Director
- D. Mayor/Chairperson
 - 1. Announcement of Three Vacancies on Community Activities Commission for Four-Year Terms from July 1, 2024, to June 30, 2028
- E. Council Members/Directors
- F. Committee Meeting Minutes *(for informational purposes only)*
 - 1. Personnel Committee Meeting — April 1, 2024 [CC]

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XIII. ADJOURNMENT

The next regular joint meeting of the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board will be held on Monday, May 6, 2024 at 7:00 p.m.

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the meeting bodies after publication of the Agenda packet are available for public inspection in the Office of the City Clerk between 7:00 a.m. and 6:00 p.m., Monday through Thursday. Please call the City Clerk's Office at (909) 625-9416 or send an e-mail to cityclerk@cityofmontclair.org to request documents via e-mail.

If you need special assistance to participate in this meeting, please contact the City Clerk's Office at (909) 625-9416 or e-mail cityclerk@cityofmontclair.org. Notification 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. Myrick, 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 City's website at <https://www.cityofmontclair.org/agendas/> and on the bulletin board adjacent to the north door of Montclair City Hall at 5111 Benito Street, Montclair, CA 91763 on Thursday, April 11, 2024.



CITY COUNCIL AGENDA REPORT

DATE:	APRIL 15, 2024	FILE I.D.:	FIN520
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	FINANCE
ITEM NO.:	1	PREPARER:	J. KULBECK
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending March 31, 2024.

BACKGROUND: Included in the City Council's agenda packet is a copy of the Treasurer's Report for the period ending March 31, 2024.

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 March 31, 2024.



CITY COUNCIL AGENDA REPORT

DATE:	APRIL 15, 2024	FILE I.D.:	FIN540
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	FINANCE
ITEM NO.:	2	PREPARER:	A. VONG/V. FLORES
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION		

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

BACKGROUND: Mayor Pro Tem Johnson has examined the Warrant Register dated April 15, 2024, and the Payroll Documentation dated March 24, 2024, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated April 15, 2024, totals \$1,181,484.77.

The Payroll Documentation dated March 24, 2024, totals \$847,231.90 gross, with \$606,616.08 net being the total cash disbursement.

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



CITY COUNCIL AGENDA REPORT

DATE:	APRIL 15, 2024	FILE I.D.:	FIN510
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	SA
ITEM NO.:	3	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: The City Council acting as Successor to the Redevelopment Agency Board of Directors (Successor Agency Board) is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending March 31, 2024, pursuant to state law.

BACKGROUND: Included in the Successor Agency Board's agenda packet is a copy of the Successor to the Redevelopment Agency Treasurer's Report for the period ending March 31, 2024.

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

RECOMMENDATION: Staff recommends the Successor Agency Board receive and file the Successor to the Redevelopment Agency Treasurer's Report for the month ending March 31, 2024.



CITY COUNCIL AGENDA REPORT

DATE:	APRIL 15, 2024	FILE I.D.:	FIN530
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	SA
ITEM NO.:	4	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER		

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 March 31, 2024, pursuant to state law.

BACKGROUND: Vice Chair Johnson has examined the Successor to the Redevelopment Agency Warrant Register dated 03.01.24-03.31.24 in the amounts of \$17,526.70 for the Combined Operating Fund and \$0.00 for the Redevelopment Obligation Retirement Funds, and finds it to be in order.

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

RECOMMENDATION: Vice Chair Johnson 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 March 31, 2024.



CITY COUNCIL AGENDA REPORT

DATE:	APRIL 15, 2024	FILE I.D.:	FIN525
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MHC
ITEM NO.:	5	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

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 March 31, 2024, pursuant to state law.

BACKGROUND: Included in the Montclair Housing Corporation Board agenda packet is a copy of the Treasurer's Report for the period ending March 31, 2024.

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 March 31, 2024.



CITY COUNCIL AGENDA REPORT

DATE:	APRIL 15, 2024	FILE I.D.:	FIN545
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MHC
ITEM NO.:	6	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER		

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending March 31, 2024, pursuant to state law.

BACKGROUND: Vice Chair Johnson has examined the Warrant Register dated 03.01.24-03.31.24 in the amount of \$76,598.29 for the Montclair Housing Corporation and finds it to be in order.

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

RECOMMENDATION: Vice Chair Johnson recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending March 31, 2024.



CITY COUNCIL AGENDA REPORT

DATE:	APRIL 15, 2024	FILE I.D.:	FIN525
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MHA
ITEM NO.:	7	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: The Montclair Housing Authority Commission is requested to receive and file the Montclair Housing Authority Treasurer's Report for the month ending March 31, 2024, pursuant to state law.

BACKGROUND: Included in the Montclair Housing Authority Commission's agenda packet is a copy of the Treasurer's Report for the period ending March 31, 2024.

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

RECOMMENDATION: Staff recommends the Montclair Housing Authority Commission receive and file the Treasurer's Report for the month ending March 31, 2024.



CITY COUNCIL AGENDA REPORT

DATE:	APRIL 15, 2024	FILE I.D.:	FIN545
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MHA
ITEM NO.:	8	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER		

REASON FOR CONSIDERATION: The Montclair Housing Authority Commission is requested to consider receiving and filing the Warrant Register for the month ending March 31, 2024, pursuant to state law.

BACKGROUND: Vice Chair Johnson has examined the Warrant Register dated 03.01.24-03.31.24 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 Chair Johnson recommends the Montclair Housing Authority Commission approve the Warrant Register for the period ending March 31, 2024.



CITY COUNCIL AGENDA REPORT

DATE:	APRIL 15, 2024	FILE I.D.:	PDT362/EQS225
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	POLICE
ITEM NO.:	9	PREPARER:	M. ZERR
SUBJECT:	CONSIDER AUTHORIZING THE RECEIPT OF \$16,729 FROM THE 2021 JUSTICE ASSISTANCE GRANT TO PURCHASE THREE ELECTRIC BIKES AND SAFETY EQUIPMENT FOR THE POLICE DEPARTMENT		

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing the receipt of \$16,729 from the 2021 Justice Assistance Grant (JAG) to purchase electric bikes and safety equipment.

BACKGROUND: The Police Department received \$16,729 from the 2021 Edward Byrne Memorial JAG Program in December 2023. The Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) awards JAG Program funds to eligible units of local government. JAG Program awards are designed to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice.

San Bernardino County submits a joint application for all local subrecipient jurisdictions, including the City of Montclair, and is the primary recipient for all local JAG funds. As the JAG Program Administrator, the County disburses appropriate grant allocations to eligible jurisdictions less a 5 percent administrative fee as allowable under JAG guidelines. The City entered into Agreement Nos. 22-33 and 22-39 with the County in May 2022 to provide for the receipt of grant funds.

In August 2021, staff submitted a proposed project to the County requesting to use JAG 2021 funds toward the purchase of electric bikes (E-bikes) and safety equipment to use as an alternative to standard patrol vehicles, which would allow for better mobility and a stealth approach in apprehending criminals. The County received a grant award from BJA in October 2021 for all disparate jurisdictions' JAG 2021 projects. Thus, the Department is requesting to use grant funds toward the purchase of E-bikes and safety equipment.

The Department has not had officers on bike patrol in over 17 years. Incorporating bike patrols would assist with police efforts to prevent, control, and reduce crime and to apprehend criminals. With police-specific hardware such as lights, sirens, and storage boxes, bicycles can navigate easily through traffic, alleys, tight spaces, and narrow passages making them useful in a variety of situations to supplement law enforcement activities. Officers would use bicycles for neighborhood patrolling and during large community events, such as outdoor concerts, fairs, festivals, and parades where they can move quickly in spaces where a vehicle would be more cumbersome and dangerous. They can be used for crowd management at protests or even to create barriers. Officers on bicycles can maneuver through crowds better than on foot or in a patrol car. Officers on bicycles are also more approachable, making it easier for the community to engage with them. This face-to-face interaction improves relationships between law enforcement and the communities we serve.

Purchasing electric bicycles over standard bicycles has many advantages. E-bikes would allow officers to respond to calls more quickly without arriving on-scene winded. Pedal-assist electric motors would help them roll over almost any terrain and would leave them with plenty of energy when it is most needed. With long-range batteries, they can ride further and longer than they can on a standard bicycle, allowing them to expand their patrol area. E-bikes also reduce injuries by decreasing the stress on the body; they are easier for officers to ride with all their safety gear on than a standard bicycle. Bike patrols create opportunities for officers to deliver law enforcement services while improving community outreach. Electric bikes enhance these services, allowing our officers to effectively meet the law enforcement safety needs of our community.

Bid quotations for the purchase of three electric bikes outfitted with emergency lighting and equipment were received from the following vendors:

<u>Vendor</u>	<u>Bid Amount</u>
American Bike Patrol Services	\$17,000.00
e Bike CYCLERY	\$18,742.57
RECON POWER BIKES	\$17,337.37

American Bike Patrol Services is the selected vendor for the purchase of three electric bikes. This vendor has the lowest bid offering competitive pricing and the most value. Along with the electric bikes, American Bike Patrol Services is providing 24-hour on-site maintenance for three years, POST certified training, and safety equipment including helmets, gloves, hydration bottles, and safety materials for four officers.

FISCAL IMPACT: The City of Montclair’s 2021 JAG allocation is \$17,609—the San Bernardino County Board of Supervisors would retain a 5 percent administrative fee of \$880. If authorized by the City Council, the remaining JAG 2021 funds in the amount of \$16,729 would be used to purchase the electric bikes. The remaining \$271 balance would be paid from SB 509 Public Safety Fund Account No. 1143-4423-52690-400-00000.

RECOMMENDATION: Staff recommends the City Council authorize the receipt of \$16,729 from the 2021 JAG to purchase three electric bikes and safety equipment for the Police Department.

Given the current construction activity previously mentioned, additional temporary staff augmentation with consultant inspection services is recommended.

Staff requested proposals from four engineering firms: GK & Associates, Project Partners, LD King, Inc., and TKE Engineering, Inc. The City received three proposals.

Staff interviewed Mr. Tyler Ault from TKE Engineering and determined he had the necessary knowledge, experience, and availability to assist the City with these needed contract inspection services in a cost-effective manner. As such, staff is recommending TKE Engineering, Inc. for the on-call inspection services.

FISCAL IMPACT: This on-call work is time and materials professional services, as requested by the City, with a budget amount of \$60,000 for Fiscal Year 2023-24. A budget amount of \$100,000 for Consultant Inspection Services will be included the Fiscal Year 2024-25 under Special Contract Services. 2021 Lease Revenue Bond Proceeds would provide funds for this contract, unless inspection assistance is provided on non-lease revenue projects. Such inspection work would be charged to Gas Tax and/or General Fund as appropriate.

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

1. Approve Agreement No. 24-27 with TKE Engineering, Inc. for On-Call Inspection Services, subject to any revisions necessary by the City Attorney; and
2. Authorize a \$60,000 appropriation from 2021 Lease Revenue Bond proceeds for costs related to Agreement No. 24-27.

CITY OF MONTCLAIR

AGREEMENT FOR CONSULTANT SERVICES

ON-CALL INSPECTION SERVICES

THIS AGREEMENT is made and effective as of April 15, 2024, between the City of Montclair, a municipal corporation ("City") and TKE Engineering, Inc., a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on April 16, 2024 and shall remain and continue in effect for a period of 14 months until tasks described herein are completed, but in no event later than June 30, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full.

3. PERFORMANCE

Consultant shall at all times faithfully, and competently perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement. Consultant shall have the duty to prepare any design documents free from defects.

4. CITY MANAGEMENT

City's City Manager shall represent City in all matters pertaining to the administration of this Agreement and shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **sixty thousand dollars and zero cents (\$60,000.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed \$100,000. Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. Said invoices shall detail all costs, rates and hours for individual tasks. Invoices shall be submitted on or about the first

Agreement No. 24-27

business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

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

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, claims, applications, computer files, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. Any reuse or modification of the work product without the prior written consent of Consultant will be at the sole risk of the City. With respect to computer files, Consultant shall make available to the City, at the

Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

(a) Defense, Indemnity and Hold Harmless. Consultant shall defend, indemnify, and hold harmless the City, its present and former officers, directors, employees, agents, staff, volunteers, mayor, council, boards, committees, and representatives, as broadly interpreted (collectively, the "Indemnified Parties"), of and from all claims, suits, demands, obligations, losses, damages, sums, or any other matters threatened or presently asserted, including but not limited to all legal fees, costs of defense and litigation expenses (including legal fees, expert fees and any other costs or fees, including those of adverse parties imposed on or sought against the Indemnified Parties), arising directly or indirectly out of any liability or claim of loss or liability for personal injury, bodily injury to persons, contractual liability, errors or omissions, breach, failure to perform, damage to or loss of property, or any other loss, damage, injury or other claim of any kind or nature arising out of the work to be performed by Consultant herein, caused by or arising out of the negligent acts or omissions, or intentional misconduct of Consultant, including its subcontractors, subconsultants, employees, agents, and other persons or entities performing work for Consultant.

(b) Contractual Indemnity. To the fullest extent permitted under California law, Consultant shall contractually indemnify, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, amounts for good faith settlement, or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees and costs), arising out of or related to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to Consultant's officers, agents, representative, employees, independent contractors, subcontractors, subconsultants, or affiliated or related entities and/or its or their employees, agents and representatives, caused by or arising out of all negligent acts or omissions, or intentional misconduct of Consultant, including its subcontractors, subconsultants, employees, agents and other persons or entities performing work for Consultant. Indemnification shall include any claim that Consultant, or Consultant's employees or agents, are or may be considered and treated as employees of the City or are entitled to any employee benefits from City including but not limited to those available under Public Employees Retirement Law. The obligation to indemnify, defend and hold harmless the Indemnified Parties shall apply to all liability as defined above regardless of whether the Indemnified Parties were or are alleged to have been negligent, except that it shall not apply to claims arising from the sole negligence or willful intentional misconduct of the Indemnified Parties. Consultant's obligation to defend the Indemnified Parties is not contingent upon there being an acknowledgement of or determination of the merit of any claims, liability, demands, causes of action, suits, losses, expenses, errors, omissions and/or costs.

(c) Subcontractors/Subconsultants and Indemnification. Consultant agrees to and shall obtain executed indemnity agreements in favor of the Indemnified Parties with provisions identical to those set forth from each and every Subcontractor, Sub consultant, or other person or entity involved by, for, with, or on behalf of Consultant in the performance of any aspect of this Agreement. In the event Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible for each and every Subcontractor, Subconsultant or other person or entity in terms of defense, indemnity and hold harmless obligations in favor of the Indemnified Parties as set forth above. This obligation to indemnify and defend the Indemnified Parties is binding on the successors, assigns, or heirs of Consultant and shall survive the full performance or termination of this Agreement. These indemnification provisions are independent of and shall not in any way be limited or superseded by the insurance requirements and insurance-related provisions of this Agreement.

(d) City Lost or Damaged Property – Theft. Consultant further agrees to pay or cause to be paid to the Indemnified Parties' benefit, any and all damages, fines, penalties, and loss or theft of property of the City arising out of or related in any way to the negligent acts or omissions or intentional misconduct of Consultant or of Consultant's officers, agents, representatives, employees, independent contractors,

Agreement No. 24-27

subcontractors or affiliated or related entities and/or its or their employees, agents and representatives, whether such actions, omissions to act, negligence or intentional conduct is or was authorized by this Agreement or not. City assumes no responsibility whatsoever for any property placed on the premises of City. Consultant further agrees to waive all rights of subrogation against the Indemnified Parties.

(e) Non-Waiver and Non-Exhaustion of City's Further Rights and Remedies. No aspect of this provision shall in any way limit or effect the rights of the Indemnified Parties against the Consultant under the terms of this Agreement or otherwise. The indemnification provisions shall apply regardless of whether this Agreement is executed after Consultant begins the work and shall extend to claims arising after this Agreement is performed or terminated, including a dispute as to the termination of Consultant. The indemnity obligations of Consultant shall continue until it is determined by final judgment that the claim against the City and any Indemnified Parties is determined by final judgment and after exhaustion of any rights of appeal. Further, no aspect of this provision shall impact the City's rights to contribution from Consultant, or for the City to dispute Consultant's refusal to defend and indemnify City.

(f) Limitations on Scope of Indemnity. Notwithstanding the foregoing, Consultant shall not be responsible for indemnification for claims or losses caused by the sole negligence or intentional wrongdoing of Indemnified Parties. Further, the indemnity provided shall be interpreted as broadly as permitted under California law and as to agreements between parties and shall if required be reformed to be consistent with those laws to protect and save this provision for the protection of the Indemnified Parties.

(g) The obligations of Consultant under this or any other provision of this Agreement shall not be limited by the provisions of any workers' compensation act or similar act. The Consultant expressly waives any statutory immunity under such statutes or laws as to the Indemnified Parties. The Consultant's indemnity obligation set forth in this Section 9 shall not be limited by the limits of any policies of insurance required or provided by the Consultant pursuant to this Agreement.

(h) The Consultant's covenant under this Section 9 shall survive the expiration or termination of this Agreement.

10. INSURANCE

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(a) Types of Required Coverages

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

- (1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence, and \$4,000,000 aggregate total bodily injury, personal injury, and property damage.
- (2) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits of \$1,000,000 for bodily injury and property damage, each accident. If Contractor owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile

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liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

- (3) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.
- (4) Professional Liability: Professional Liability insurance with limit of not less than \$1,000,000 each claim and \$2,000,000 aggregate. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusion that may potentially affect the work to be performed.

(b) Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement. The insurance policies shall contain, or be endorsed to contain, the following provisions:

(1) Commercial General Liability

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

- 1. Be limited to "Ongoing Operations"
- 2. Exclude "Contractual Liability"
- 3. Restrict coverage to the "Sole" liability of contractor
- 4. Exclude "Third-Party-Over Actions"
- 5. Contain any other exclusion contrary to the Agreement

Additional Insured Endorsements shall be at least as broad as ISO Forms CG 20 10 11 85; or CG 20 and 10 and CG 2037.

Primary Insurance: This insurance shall be primary and any other insurance, whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement, shall be in excess of, and shall not contribute with, this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(2) Auto Liability

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents, and representatives shall be additional insureds with regard to liability and

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defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor.

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

(3) Workers' Compensation

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

(c) Notice of Cancellation

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(d) Waiver of Subrogation

Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

(e) Evidence of Insurance

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Deductible or Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the Consultant or the City.

(g) Contractual Liability/Insurance Obligations

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The coverage provided shall apply to the obligations assumed by the Consultant under the indemnity provisions of this Agreement. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Consultant under this Agreement.

(h) Failure to Maintain Coverage

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

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

(i) Acceptability of Insurers

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

(j) Claims Made Policies

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Consultant's Agreement with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

(k) Insurance for Subcontractors

Consultant shall be responsible for causing Subcontractors/ Subconsultants to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractors'/Subconsultant's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as board as CG 20 38 04 13.

11. INDEPENDENT CONTRACTOR

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

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or liability whatever against City, or bind City in any manner. Consultant shall be solely responsible and hold the City harmless for all matters relating to the payment of Consultant's employees, including compliance with Social Security withholdings and all other regulations governing such matters.

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

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(c) Consultant shall comply with all applicable federal, state and local Conflict of Interest laws, including the Political Reform Act (California Government Code, Section 81000, *et. seq.*) and California Government Code, Section 1090, *et. seq.* Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement. Further, Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by the Consultant. The Consultant's covenant under this Section shall survive the termination of this Agreement.

16. NOTICES

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

To City: City Engineer
City of Montclair
5111 Benito
Montclair, CA 91763

To Consultant: Terry Renner, Senior Vice President
TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA. 92507

17. ASSIGNMENT AND SUBCONTRACTING

The Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, nor any monies due hereunder, without prior written consent of the City. The City's consent to an assignment of rights under this Agreement shall not release the Consultant from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by the Consultant in violation of this Section 17 shall be void and of no legal effect and shall constitute grounds to terminate this Agreement for cause. The Consultant shall not subcontract any performance required under this Agreement without the City's prior written consent.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. CONTENTS OF REQUEST FOR PROPOSALS

Consultant is bound by the contents of the Proposal submitted by the Consultant, Exhibit "A" hereto. In the event of conflict, the requirements of this Agreement shall take precedence over those contained in the Consultant's proposals.

22. CONFIDENTIALITY

Information and materials obtained by the Consultant from City during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the Consultant for any purpose other than the performance of this Agreement. Consultant's covenant under this Section shall survive the expiration or termination of this Agreement.

23. DISCRIMINATION

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

24. EFFECT OF PARTIAL INVALIDITY

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

25. CLAIMS AGAINST CITY

Consultant must comply with the claim procedures set forth in Government Code sections 900, *et. seq.*, and/or Montclair Municipal Code, Chapter 1.16, as applicable, prior to filing any lawsuit against the City. Such claims and any subsequent lawsuit based upon the claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

26. AUTHORITY TO EXECUTE THIS AGREEMENT

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

27. NO THIRD PARTY BENEFICIARIES

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

28. COST OF LITIGATION

If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith.

29. AUTHORITY TO EXECUTE THIS AGREEMENT

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

30. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

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

CITY OF MONTCLAIR

CONSULTANT

By: _____
Javier John Dutrey, Mayor

By: _____
Name: Michael P. Thornton
Title: President

Attest:

By: _____
Andrea M. Myrick, City Clerk

By: _____
Name: Terry Renner
Title: Senior Vice President

Approved as to Form:

By: _____
Diane E. Robbins, City Attorney



March 28, 2024

Ms. Rosemary Hoerning, P.E.

City of Montclair

5111 Benito Street

Montclair, CA 91763

Subject: As-Needed Inspection Services

Dear Ms. Hoerning:

Thank you for the opportunity to present this material outlining TKE Engineering, Inc. (TKE's) qualifications. Enclosed herein are our qualifications to provide As-Needed Inspection Services. TKE, a California Corporation, is a full service, multi-disciplinary consulting corporation located at 2305 Chicago Avenue, Riverside, California 92507. We are highly qualified to perform any as needed CIP and/or development inspection services necessary for project delivery and are enthusiastic about the opportunity to assist the City of Montclair (City) in bettering their infrastructure.

Why should the City choose TKE to provide inspection services? Please consider the following:

1. **Experience and Qualifications-** TKE has considerable experience and has been providing municipalities with public works and development inspection services for the past twenty-four years. TKE has performed inspection services for a wide variety of projects from small projects like traffic signal and sidewalk infill installation to multimillion dollar construction projects including the Regional Water Reclamation Facility, SBMWD Reservoir Seismic Retrofit Project, 5th Street Improvement Project, San Bernardino Avenue Street Widening and Storm Drain Improvements Project, San Bernardino Avenue Trunk Sewer Project, Upland Basin Phases I and II Improvements Project, and Foothill Boulevard Street Improvements Project.

The City benefits from our broad range of government experience through our intimate understanding of the common pitfalls for each project variation and our past history of successfully overcoming these challenges.

2. **Project Team-** The City will benefit greatly by continuing the vision, leadership, and dedication to community exhibited by TKE's inspection team. Our knowledge of streets, storm drain, traffic signals, sewer and water systems, numerous accomplishments and management skills will help maintain continuity in the delivery of the City's improvement projects.

In particular, Tyler Ault, Construction Inspector has a vast amount of experience with all aspects of public works construction and development. Mr. Ault's experience extends through all types of project types. His excellent inspection skills will provide a great benefit to the City, ensuring that the project is constructed to the City requirements. In addition, Terry Renner, P.E., P.L.S., Q.S.D. will be available to consult with our Construction Inspector on field related questions, if necessary.

3. **Our Commitment-**TKE is committed to providing high quality, efficient services to meet all of the City's needs. Prior to beginning to provide any services, TKE will meet to discuss project requirements and scheduling needs.

During construction, our Inspector will provide regular updates to the City to ensure that the project is progressing on schedule and within the allocated budget. It is this personal touch and contact that define our "local service" approach. We consider ourselves community builders and take ownership of projects assigned to TKE, ensuring that our personnel will be allocated on an as needed basis in order to complete all projects on schedule.

4. Scope of Work - TKE's scope of work is presented in the following paragraphs:

Task No. 1 - Preconstruction Meeting

A preconstruction conference will be held for the project. The conference will be attended by the City staff, TKE's Construction Inspector, the Contractor, representatives of potentially affected utilities and representatives of any other affected agencies. At the meeting, we will discuss communication protocol requirements, safety and health procedures, storm water controls, schedule requirements, procedures for contract submittals, job-site access and delivery, and coordination with others.

Deliverables: N/A

Task No. 2 – Records Management

TKE utilizes an electronic records management system. Files include:

- △ Contract Documents, Addenda, and Reports
- △ Material Submittals
- △ Contractor Correspondence (Copies of RFI's and RFC's)
- △ Inspection Field Reports/ Accident Reports
- △ Photo Logs
- △ Utility/Agency Correspondence
- △ Public Correspondence
- △ Project Closeout Records

Deliverables: E-File of All of the Above

Task No. 3 – Construction Communication

TKE will be in constant communication with the City staff during the projects entirety to ensure that the project is running smoothly and in accordance with the City's expectations. TKE will provide regular updates to the City staff regarding Contractor, utilities/agencies, and project progress. TKE will ensure the City staff is kept fully apprised as to construction progress and potential project issues.

Our Construction Inspector will include discussion related to traffic control, construction phasing, project schedule, potential issues discussion, payment quantities discussion, and any safety deficiencies observed.

Deliverables: E-File of Project Status Update

Task No. 4 - Construction Inspection

TKE will provide daily construction inspection and reporting, to verify that the project is progressing in compliance with the contract documents. We will require strict compliance with the contract documents for all construction activities and for any equipment or materials to be furnished and installed. We already possess the measuring devices and testing equipment normally required for inspecting water system construction projects. Our construction inspection personnel are experienced and knowledgeable in the operation of said devices and equipment, as well as the associated safety equipment.

All materials will be reviewed against approved material submittals as they arrive on-site. Batch tickets or weigh certificates will be collected upon material arrival.

Our Construction Inspector will verify SWPPP, WPCP, Traffic Control, and safety provisions have been implemented at the start of each work day, at the construction site. Any deviations will be documented. All system service interruptions, connections and abandonments will be coordinated with staff. In addition, he will coordinate and schedule materials testing and survey requirements with appropriate parties to ensure there is no delay to the project construction and to minimize costly down periods for anyone onsite.

We will digitally photograph the activities and maintain copies in the project files and our Construction Inspector will prepare daily field reports, which will document all observed project activity, including location of the activity, number of workers present, construction equipment used, quantities constructed, inspector present, weather conditions, and construction progress. All project documentation will be completed on standard forms. All documents will be submitted in hard copy and electronic copy formats.

Our inspector will provide emergency contact information to allow for 24-hour accessibility. He will verify site safety conditions on a daily basis and, should conditions be unsafe, advise the contractor of corrective actions. If the contractor fails to remediate such conditions, he will advise the City and request direction. Should an accident occur, we will notify the City and note all site conditions and photo document the accident location.

Deliverables: Daily Field Reports, Site Deficiency Reports, Batch Tickets, Photographs, Accident Reports, Testing Reports, and Summary Reports

Task 5 - Project Close-Out

After project construction is essentially complete, we together with the City staff, if desired, will field review the project and prepare a construction deficiencies list (punch list) of items requiring remedial work. After all deficiencies are corrected, our Construction Manager will prepare a letter, recommending acceptance of the project. Once the remedial work is completed, TKE will review and process the final project invoice.

TKE will assist the City to identify, track and monitor the completion of warranty work prior to the construction completion date. We will obtain lien waivers, bonds, guarantees, warranties, if required, and other documents required by the Contract Documents for final Contract Closeout.

In addition, we will prepare the Notice of Substantial Completion to establish the date for the commencement of contract warranty periods and acceptance of maintenance responsibility by the City. We will provide the Contractor with a list of any remaining incomplete work requirements to be completed prior to Final Completion.

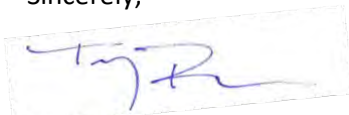
After all project requirements have been completed, we will prepare a "Notice of Completion" report documenting the final completion of the project and acceptance of the project improvements by the City.

We will forward copies of all records in digital format and we will prepare a summary of construction changes, final cost, and schedule revisions.

Deliverables: Punch List, Final Quantities, and Project Records

Thank you for your consideration. TKE would very much appreciate the opportunity to provide services to the City. Our proposal will remain valid for ninety days. If you have any questions, please call me at (951) 680-0440 or e-mail me at trenner@tkeengineering.com.

Sincerely,



Terry Renner, P.E., P.L.S.Q.S.D.
Senior Vice President
TKE Engineering, Inc.

Attachments: Resume
 Rate Schedule



TYLER AULT

Senior Construction
Inspector

TKE Engineering, Inc.

CERTIFICATIONS

Confined Space Training, 2018

NUCA Excavation Safety &
Competent Person Certified,
2017

Mr. Ault is a Senior Public Works Inspector with 4 years of experience in public works street, parking lot, pipeline and development construction. With firsthand experience in the construction industry, he brings an invaluable perspective to the projects as an inspector. He is adept in confirming compliance with plans, specifications, and safety standards by conducting detailed, on-site surveys and communicating necessary adjustments with the project managers. With thorough attention to each project, he is able to identify potential problems and implement corrections before causing delays. His experience includes inspection of streets, pavement replacement, pedestrian improvements, parking lots, signing and striping, as well as sewer main and potable water installation projects installation of sewer, potable water, non-potable water, storm drain, and storm water retention basins; performance of hydrostatic testing, air pressure testing, and mandrel testing; and implementing safety measures to follow OSHA codes and regulations.

DETAILED PROJECT EXPERIENCE

- Juan Bautista De Anza Multi-Use Improvement Trail – Phase 4, City of Moreno Valley, CA** – Mr. Ault served as the Senior Construction Inspector. Juan Bautista De Anza Multi-Use Improvement Trail – Phase 4, is an ATP grant funded multi-use trail project located between Eucalyptus Avenue near the Towngate Memorial Park and Alessandro Boulevard and between Cactus Avenue near Heacock Street and Iris Avenue. The project includes construction of approximately 3.5 miles of decomposed granite and PCC pavement multi-use trail which will largely follow the existing 120" Department of Water Resources pipeline alignment and will include removal and replacement of numerous curb ramps to comply with ADA requirements, trail signing and striping, monument installation, traffic signal installation, landscaping and irrigation. The project will improve pedestrian safety and alternative transportation options to encourage non-motorized transportation through improved accessibility.
- On-Call Inspection Services, City of Calimesa, CA**– Mr. Ault is providing on-call inspection services to the City of Calimesa on various public and private improvements related to housing tracts and commercial development projects, as well as utility construction projects, and capital improvement projects throughout the City.
- Rialto CDBG Street Improvements: City of Rialto, CA** - Mr. Ault serves as the senior public works inspector for construction of various street, curb and gutter, sidewalk, driveway and ramp construction along Orange Avenue, Palm Avenue and Willow Avenue between 1st Street and the Railroad tracks. The project includes removal and replacement of damaged PCC improvements as construction of ADA compliant access ramps within the downtown area and in front of the City Hall Campus and the Metrolink Depot Train Station.



- **White Avenue Water Storm Drain and Flood Control Basin, City of Adelanto, CA-** Mr. Ault served as the senior public works inspector for the Water and Storm Drain Improvement project on White Ave in the City of Adelanto. Mr. Ault is responsible for overseeing the construction and installation of a new storm drain system, catch basins and lateral piping along with a retention basin and park site to relieve street flooding. In addition, the project is also constructing a new water main, fire hydrants, appurtenances and services. Mr. Ault performs daily inspection, prepares daily reports, photo logs, verifies quantities for progress payment approval and coordinates with materials testing consultant and PERC Water for materials and compaction testing and water testing and disinfection. The goal of this project is to replace the outdated Asbestos Concrete water main with a new PVC main with copper services and to relieve flooding through installation of a new storm drain system.
- **Pearmain Sewer Relief, City of Adelanto, CA-** Mr. Ault served as the senior public works inspector for construction of 1.75 miles of a 21", 18" and 15" relief sewer main along Pearmain Street. Mr. Ault is responsible for daily inspection of the field site and report preparation, preparation of photo logs, quantity verification, implementing safety procedures, and confirming the completed work meets specified standards. Mr. Ault ensures compliance with applicable OSHA code and City and State regulations. Mr. Ault also coordinates with materials testing consultant and PERC Water for materials and compaction testing and sewer testing and video inspection. The goal of this project is to relieve the existing sewer main which is over capacity and experiencing surging and spill events.
- **Johnathan Street Water Main: City of Adelanto, CA -** Mr. Ault serves as the senior public works inspector for a new water main installation to service future production warehouses. The project included installation of 2,600 linear feet of PVC water main, fire hydrants, air-vacs, blowoffs and water services in the northern portion of the City.



RATE SCHEDULE 2023- 2024

	<u>HOURLY RATE</u>
Principal in Charge	\$180.00
Project Manager/Construction Manager/Licensed Surveyor	\$170.00
Traffic Engineer (TE)	\$160.00
Senior Engineer/Project Engineer (PE)/Senior Plan Checker	\$160.00
Assistant Project Manager/Associate Engineer	\$150.00
Assistant Engineer/Plan Checker/Designer	\$140.00
AutoCAD Technician.....	\$130.00
Engineering Technician	\$100.00
Clerical	\$ 90.00
Forensic Engineering	\$275.00
Expert Witness Testimony	\$375.00

SURVEYING SERVICES

2-Man Survey Crew (Prevailing Wage)	\$250.00
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CONSTRUCTION SERVICES

Senior Construction Inspector (Prevailing Wage)	\$130.00
Construction Inspector (Prevailing Wage)	\$120.00

REIMBURSABLE COSTS

In-house Reproduction	Cost
Printing and Materials	Cost + 10%
Express Mail/Courier/Next Day Service	Cost + 10%
Special Subconsultant Services	Cost + 10%



CITY COUNCIL AGENDA REPORT

DATE:	APRIL 15, 2024	FILE I.D.:	STA700A
SECTION:	CONSENT - RESOLUTIONS	DEPT.:	PUBLIC WORKS
ITEM NO.:	1	PREPARER:	M. HEREDIA
SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 24-3432 APPROVING THE TREE CITY USA APPLICATION FOR 2024 AND AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO SIGN THE APPLICATION		

REASON FOR CONSIDERATION: The City is required to meet certain standards to obtain the Tree City USA designation and must submit an application to maintain the status each year. The City Council's adoption of the proposed Resolution, as well as the issuance of a Proclamation declaring April 26, 2024 as Arbor Day in the City of Montclair will satisfy the requirements of the application.

The City Council is requested to consider adoption of Resolution No. 24-3432 approving the Tree City USA Application for 2024 and authorizing the Public Works Director to sign the application.

BACKGROUND: As one of the world's largest operating conservation foundations, the Arbor Day Foundation, through its members, partners, and programs, educates and engages stakeholders and communities across the globe to involve themselves in its mission of planting, nurturing and celebrating trees.

Beginning in 1998, the City of Montclair was designated a Tree City USA community. This is an important designation because preference is often given to Tree City USA communities when allocations of grant money are available to fund the purchase of trees or a forestry program. The Arbor Day Foundation's standards for becoming a Tree City USA community are attached. The City meets the requirements to be recognized as a Tree City USA community based on these standards as follows:

- **Standard 1 – Tree Board or Department and/or Chair/City Manager representation**
The Public Works Department oversees the City's Forestry Program and the Public Works Director can sign the application with the City Council's adoption of Resolution No. 24-3432.
- **Standard 2 – Community Tree Ordinance**
The City Council approved the City of Montclair Tree Policy on January 5, 2004. The policy provides for the protection and preservation of trees planted within the City's rights-of-way and at City facilities.
- **Standard 3 – Forestry Program with an annual budget of at least \$2 per capita**
The City spends an estimated total of \$160,000 annually for the maintenance of trees including planting and tree removal. In the last two months, 93 trees were planted in partnership with Sustainable Claremont and TreePeople. In total, 150 trees will be planted by May of 2024.

- **Standard 4 – Arbor Day Observance and Proclamation**

The City will observe Friday, April 26, 2024 as Arbor Day. A proclamation will be presented at the April 15, 2024 City Council meeting.

FISCAL IMPACT: There would be no direct fiscal impact on the General Fund related to the City Council’s adoption of Resolution No. 24-3432.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 24-3432 approving the Tree City USA application for 2024 and authorizing the Director of Public Works to sign the application.

RESOLUTION NO. 24-3432

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR APPROVING THE TREE CITY USA APPLICATION FOR 2024 AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO SIGN THE APPLICATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska and Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, the City of Montclair was previously recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting practices.

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

SECTION 1. The City of Montclair urges all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

SECTION 2. Friday, April 15, 2024 shall be declared Arbor Day in the City of Montclair.

SECTION 3. The City Council hereby authorizes the Public Works Director to execute the 2024 Tree City USA Application.

APPROVED AND ADOPTED this XX day of XX, 2024.

Mayor

ATTEST:

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 24-3432 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, 2024, and that it was adopted by the following vote, to-wit:

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

Andrea M. Myrick
City Clerk



CITY COUNCIL AGENDA REPORT

DATE: APRIL 15, 2024 **FILE I.D.:** CYC305
SECTION: BUSINESS ITEMS **DEPT.:** CITY MGR.
ITEM NO.: A **PREPARER:** E. STARR
SUBJECT: CONSIDER ADOPTION OF ONE OF THE FOLLOWING RESOLUTIONS:

RESOLUTION NO. 24-3433 AFFIRMING AS POLICY THE CITY COUNCIL’S PRACTICE TO NOT ACT ON MATTERS CONSIDERED THE PURVIEW AND MAINTENANCE OF THE STATE OR NATIONAL GOVERNMENTS; AND, FURTHER, TO NOT CONSIDER OR ADOPT RESOLUTIONS, ISSUE PROCLAMATIONS OR OTHERWISE ENGAGE IN DISCOURSE OR ADVOCACY ADVERSE TO THE INTERESTS OF MONTCLAIR, OR THAT WOULD PLACE THE CITY COUNCIL IN THE POSITION OF ADVOCACY ON MATTERS OUTSIDE THE PURVIEW OF LOCAL GOVERNMENT, OR THAT WOULD POTENTIALLY PIT AGAINST EACH OTHER FACTIONS OR GROUPS WITHIN MONTCLAIR, OR THAT ARE OTHERWISE NOT DIRECTLY CONNECTED WITH THE CITY COUNCIL’S GOVERNANCE OR ADMINISTRATION OF THE CITY, ITS PROVISION OF PUBLIC SERVICES, OR ITS OBJECTIVE TO IMPROVE THE QUALITY OF LIFE FOR MONTCLAIR RESIDENTS

RESOLUTION NO. 24-3434 DEMONSTRATING SUPPORT FOR THE BIDEN ADMINISTRATION’S CALL FOR “AN IMMEDIATE CEASEFIRE” TO HOSTILITIES IN THE ISRAEL-GAZA STRIP CONFLICT, AND THAT “SPECIFIC, CONCRETE, AND MEASURABLE STEPS” BE TAKEN TO CURB CIVILIAN CASUALTIES AND PREVENT HARM TO AID WORKERS, THAT ALL HOSTAGES, PRISONERS OF WAR AND DETAINEES BE IMMEDIATELY RETURNED TO THEIR RESPECTIVE STATES AND, FURTHER, THAT HUMANITARIAN AID BE PERMITTED TO FLOW INTO THE CONFLICT-TORN AREAS

REASON FOR CONSIDERATION: The City Council is requested to discuss and consider adoption of one of the following resolutions:

1. Resolution No. 24-3433: Affirming as policy the City Council’s practice to not act on matters considered the purview and maintenance of the state or national governments; and, further, to not consider or adopt resolutions, issue proclamations, or otherwise engage in discourse or advocacy adverse to the interests of Montclair, or that would place the City Council in the position of advocacy on matters outside the purview of local government, or that would potentially pit against each other factions or groups within Montclair, or that are otherwise not directly connected with the City Council’s governance or administration of the City, its provision of public services, or its objective to improve the quality of life for Montclair residents; or
2. Resolution No. 24-3434: Demonstrating support for the Biden Administration’s call for an “immediate ceasefire” to hostilities in the Israel-Gaza Strip Conflict, and that “specific, concrete and measurable steps” be taken to curb civilian casualties and prevent harm to aid workers, that all hostages, prisoners of war and detainees be immediately returned to their respective States and, further, that humanitarian aid be permitted to flow into the conflict-torn areas.

A copy of each resolution is attached for City Council review and consideration.

BACKGROUND: At the February 20, March 4, and April 1, 2024 meetings of the City Council, public speakers raised concerns about the ongoing Israel– Hamas Conflict in the Middle East. A substantial number of speakers called for a ceasefire to end hostilities in the Gaza Strip, while others advocated for a policy of non-involvement as the matter requires national and international diplomacy, thus, is not an issue of local concern.

At the March 4, 2024, meeting of the City Council, during the Public Comment section of the agenda, several individuals participating via the City’s online video-conferencing platform (Zoom), when provided the opportunity to speak, “Zoom-bombed” the Public Comments session by making Antisemitic, racist, homophobic, misogynistic and other hate-filled comments.

“Zoom-bombing” is an unfortunate byproduct of virtual audience participation at public meetings. While a Zoom session/meeting is in progress, users unfamiliar to the host group attend via the online video-conferencing platform and hijack or dominate the session by saying or showing inappropriate or offensive material. As a result of the March 4, 2024 Zoom-bombing of the Montclair City Council meeting, the City Manager implemented a policy, ratified by the City Council at its March 18, 2024 meeting, to suspend acceptance of oral public comments via any video/audio/teleconferencing application or platform during meetings open to the public including, but not limited to, meetings of the Montclair City Council, Montclair Planning Commission, Montclair Community Activities Commission, and sub-committees of the Montclair City Council.

To facilitate potential for City Council discussion, not only regarding the issue of a resolution calling for a ceasefire in the Gaza Strip, but also to provide the City Council with an opportunity to consider formalizing a practice of non-involvement in matters that are the purview and maintenance of the state or national governments, City staff prepared for City Council consideration two resolutions, as follows:

1. Resolution No. 24-3433: Affirms as policy the City Council’s practice to not act on matters considered the purview and maintenance of the state or national governments; and, further, to not consider or adopt resolutions, issue proclamations, or otherwise engage in discourse or advocacy adverse to the interests of Montclair, or that would place the City Council in the position of advocacy on matters outside the purview of local government, or that would potentially pit against each other factions or groups within Montclair, or that are otherwise not directly connected with the City Council’s governance or administration of the City, its provision of public services, or its objective to improve the quality of life for Montclair residents.
2. Resolution No. 24-3434: Demonstrates support for the Biden Administration’s call for an “immediate ceasefire” to hostilities in the Israel–Gaza Strip Conflict, and that “specific, concrete and measurable steps” be taken to curb civilian casualties and prevent harm to aid workers, that all hostages, prisoners of war and detainees be immediately returned to their respective States and, further, that humanitarian aid be permitted to flow into the conflict-torn areas.

To date, City staff has determined that at least 23 California cities have passed resolutions calling for a ceasefire in the Gaza Strip, approximately 7 California cities have tabled or rejected ceasefire resolutions, and at least two cities have voted to remain neutral as a matter of public policy. Several other City Councils across the state have refused to bring a cease-fire resolution for consideration to their meeting agendas, while others have discussed re-affirmation of their condemnation of violence and hate speech,

including any forms of racism, religious or ethnic bias, discrimination, incitement of violence, or the targeting of minorities including with expressions of antisemitism, Islamophobia, xenophobia, homophobia, misogyny, and other forms of hate speech.

Resolution No. 24-3433

As presented, Resolution No. 24-3433 reaffirms the City Council's commitment to the peaceful coexistence of peoples and nations, as reflected in its adoption on September 18, 2023, of Resolution No. 23-3414, in which the City Council affirmed Montclair's commitment to the well-being and safety of all individuals regardless of race, religion, ethnicity, national origin, disability, sex, gender, gender expression, sexual orientation, age, or military/veteran status and, further, condemning hate crimes and all forms of racism, religious or ethnic bias, discrimination, incitement of violence, or the targeting of minorities including with expressions of Antisemitism, Islamophobia, xenophobia, homophobia, misogyny, and other forms of hate speech.

Further, Resolution No. 24-3433 argues that the primary purpose, intent, and objective of the Montclair City Council is to exercise good governance by serving the people of Montclair without bias or prejudice, address matters that are directly connected with the governance and administration of the City of Montclair, provide superior public services, and promote standards and practices designed to raise the quality of life for residents.

Resolution No. 24-3433 also states that it is the purview of national governments and/or international bodies to address or respond to national and international issues that are outside the control and/or authority of local governments. Therefore, while the City of Montclair regularly receives requests to adopt resolutions, issue proclamations, or to otherwise take stances on a variety of issues or matters, including those of national and/or international import that are outside the control and authority of the Montclair City Council, the City Council recognizes that acting on such requests may produce the following adverse effects:

- Interfere with the state or national government's constitutional or diplomatic purviews;
- Go against the City Council's practice to not consider or adopt resolutions, issue proclamations or otherwise engage in discourse or advocacy adverse to the interests of the Montclair community;
- Place the Montclair City Council in the position of taking an official public stance on a range of matters including, but not limited to political, social, economic, cultural, religious, legal, and/or racial issues or matters; or,
- Pit against each other factions or groups within Montclair.

Resolution No. 24-3433 concludes that the City Council's objectives are the following:

- The governance and administration of the City;
- Provision of public services; and
- Improving the quality of life of Montclair residents.

Resolution No. 24-3434

The public call in the United States for a ceasefire, which stems from the ongoing Israeli-Hamas Conflict, has reached into politics across the globe, including the local government arena.

The conflict itself started on October 7, 2023, when, without warning or declaration of hostilities, Hamas launched rockets into Israel from Hamas strongholds in the Gaza Strip. Hamas followed its rocket attacks with an invasion of Israeli civilian communities, resulting in the deaths of an estimated 1,100 people, most whom were of Israeli citizenship; and, in addition, approximately 250 civilians (including 30 children) and Israeli soldiers were taken as hostages by Hamas into the Gaza Strip where it is believed that many are still alive and continue to be held against their will.

In response, the Israeli Defense Forces (IDF) responded to Hamas' October 7, 2023, surprise attack by imposing a total blockade of the Gaza Strip, followed by an extensive aerial bombardment campaign on various targets in the Gaza Strip and an extensive and ongoing, large-scale ground invasion, with the objective of eliminating and wresting control of the Gaza Strip from Hamas. According to the Gaza Health Ministry, more than 30,000 Palestinians have been killed in the Gaza Strip since the start of the IDF's military campaign, including more than 13,000 children, an estimated 7,000 people are reported missing and, further, an estimated 224 international aid workers have reportedly lost their lives and an estimated 1.7 million people in the Gaza Strip are reported to have been displaced.

The United Nations has now warned that, due to the ongoing hostilities, a severe humanitarian crisis, including potential for a famine, is developing in the Gaza Strip following near total collapse of the healthcare system and shortages of food, clean water, medicine and fuel.

The Israeli-Gaza Conflict reached its six-month mark in early April and, until recently, the U.S. government continued to demonstrate unfailing support for Israel, though tensions have grown as the Administration of President Joseph Biden sought, and became frustrated with its blocked efforts, to secure a ceasefire coupled with release of all hostages held by Hamas in the Gaza Strip and the release of any captives held by Israel.

On April 4, 2024, after more than six months of continued hostilities, extensive loss of life, and severe restrictions on the ability of humanitarian aid organizations to extend relief to residents of the Gaza Strip, the Biden Administration announced that President Biden advised Israeli Prime Minister Benjamin Netanyahu that there must be consideration of "an immediate ceasefire" and that "specific, concrete, and measurable steps" should be taken to curb civilian casualties and prevent harm to aid workers.

Resolution No. 24-3434, as proposed, supports the Biden Administration's call for "an immediate ceasefire" and that "specific, concrete, and measurable steps" should be taken to curb civilian casualties and prevent harm to aid workers.

FISCAL IMPACT: There is no direct impact to the General Fund related to the adoption of either Resolution No. 24-3433 or Resolution No. 24-3434.

RECOMMENDATION: Staff recommends the City Council discuss and potentially adopt one of the following two resolutions, or provide alternative direction to staff:

1. Resolution No. 24-3433 affirming as policy the City Council's practice to not act on matters considered the purview and maintenance of the state or national governments; and, further, to not consider or adopt resolutions, issue proclamations, or otherwise engage in discourse or advocacy adverse to the interests of Montclair, or that would place the City Council in the position of advocacy on matters outside the purview of local government, or that would potentially pit against each other factions or groups within Montclair, or that are otherwise not directly connected with the City Council's governance or administration of the City, its provision of public services, or its objective to improve the quality of life for Montclair residents; or
2. Resolution No. 24-3434 demonstrating support for the Biden Administration's call for an "immediate ceasefire" to hostilities in the Israel-Gaza Strip Conflict, and that "specific, concrete and measurable steps" be taken to curb civilian casualties and prevent harm to aid workers, that all hostages, prisoners of war and detainees be immediately returned to their respective States and, further, that humanitarian aid be permitted to flow into the conflict-torn areas.

RESOLUTION NO. 24-3433

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA, AFFIRMING AS POLICY THE CITY COUNCIL'S PRACTICE TO NOT ACT ON MATTERS CONSIDERED THE PURVIEW AND MAINTENANCE OF THE STATE OR NATIONAL GOVERNMENTS; AND, FURTHER, TO NOT CONSIDER OR ADOPT RESOLUTIONS, ISSUE PROCLAMATIONS OR OTHERWISE ENGAGE IN DISCOURSE OR ADVOCACY ADVERSE TO THE INTERESTS OF THE MONTCLAIR COMMUNITY, OR THAT WOULD PLACE THE CITY COUNCIL IN THE POSITION OF ADVOCACY ON A RANGE OF MATTERS OUTSIDE THE PURVIEW OF LOCAL GOVERNMENT, OR THAT WOULD POTENTIALLY PIT AGAINST EACH OTHER FACTIONS OR GROUPS WITHIN MONTCLAIR, OR THAT ARE OTHERWISE NOT DIRECTLY CONNECTED WITH THE CITY COUNCIL'S GOVERNANCE OR ADMINISTRATION OF THE CITY, ITS PROVISION OF PUBLIC SERVICES, OR ITS OBJECTIVE TO IMPROVE THE QUALITY OF LIFE FOR MONTCLAIR RESIDENTS

WHEREAS, critical to concepts of pluralism and multiculturalism is a population's acceptance of, and respect for, diversity among people and nations; and

WHEREAS, demographically, the City of Montclair is reflective of a society populated with a collection of individuals, each with unique life experiences derived from differing cultural, racial, economic, educational, social, political, gender, religious, age and/or other backgrounds; and

WHEREAS, within this diversity each person possesses differing abilities, skills, orientations, preferences, perspectives, tolerances, faiths, belief systems, experiences, education-levels and other personal differences and dispositions that, collectively, contribute to, strengthen and enrich Montclair's cultural heritage and makes Montclair a more welcoming and embracing community; and

WHEREAS, in reaffirmation of the City of Montclair's commitment to the peaceful coexistence of peoples and nations, the Montclair City Council, on September 18, 2023, adopted Resolution No. 23-3414, affirming Montclair's commitment to the well-being and safety of all individuals regardless of race, religion, ethnicity, national origin, disability, sex, gender, gender expression, sexual orientation, age, or military/veteran status and, further, condemning hate crimes and any forms of racism, religious or ethnic bias, discrimination, incitement of violence, or the targeting of minorities including with any expressions of Antisemitism, Islamophobia, xenophobia, homophobia, misogyny, and other forms of hate speech; and

WHEREAS, the Montclair City Council reaffirms the importance of recognizing, accepting, promoting and practicing an attitude of tolerance for the very diversity that constitutes Montclair's milieu and that of the state of California and the United States; and

WHEREAS, the primary purpose, intent and objective of the Montclair City Council is to exercise good governance by serving the people of Montclair without bias or prejudice, address matters that are directly connected with the governance and administration of the City of Montclair, provide support for the local common good, provide superior public services, and promote standards and practices designed to raise the quality of life for residents; and

WHEREAS, it is the purview of national governments and/or international bodies to address or respond to national and international issues that are outside the control and/or authority of local governments; and

WHEREAS, Montclair regularly receives requests to adopt resolutions, issue proclamations or otherwise to take stances on a variety of issues or matters, including those of national and/or international import that are outside the control and authority of the Montclair City Council; and

WHEREAS, the Montclair City Council's acting on many of the above requests may interfere with the state or national government's constitutional or diplomatic purviews; go against the City Council's practice to not consider or adopt resolutions, issue proclamations or engage in discourse or advocacy adverse to the interests of the Montclair community; place the Montclair City Council in the position of taking an official public stance on a range of matters including, but not limited to political, social, economic, cultural, religious, legal, and/or racial issues or matters; or, in all likelihood, pit against each other factions or groups within Montclair's pluralistic community.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair hereby affirms and memorializes as policy its practice to not act on matters that are rightly the purview and maintenance of the state or national governments.

BE IT FURTHER RESOLVED that the City Council of the City of Montclair shall not consider or adopt resolutions, issue proclamations, or otherwise engage in discourse or advocacy that is adverse to the interests of the Montclair community; would place the Montclair City Council in the position of taking an official public stance on a range of matters including, but not limited to political, social, economic, cultural, religious, legal, and/or racial issues; in all likelihood would pit against each other factions or groups within Montclair's pluralistic community; not directly connected with the City Council's governance or administration of the City of Montclair, its support of the local common good, its provision of public services, or its objective to improve the quality of life for Montclair residents.

BE IT FURTHER RESOLVED that the City Council declares that its adoption of this Resolution shall not be used or interpreted to inhibit, prevent, stop, or otherwise deny any member of the Montclair City Council from taking, declaring, advocating or arguing for, or expressing individual positions or beliefs on any issues or matters coming before the City Council.

APPROVED AND ADOPTED this XX day of XX, 20XX.

Mayor

ATTEST:

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 24-3433 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, 20XX, and that it was adopted by the following vote, to-wit:

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

Andrea M. Myrick
City Clerk

RESOLUTION NO. 24-3434

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA, DEMONSTRATING SUPPORT FOR THE BIDEN ADMINISTRATION'S CALL FOR "AN IMMEDIATE CEASEFIRE" TO HOSTILITIES IN THE ISRAEL-GAZA STRIP CONFLICT, AND THAT "SPECIFIC, CONCRETE, AND MEASURABLE STEPS" BE TAKEN TO CURB CIVILIAN CASUALTIES AND PREVENT HARM TO AID WORKERS, THAT ALL HOSTAGES, PRISONERS OF WAR AND DETAINEES BE IMMEDIATELY RETURNED TO THEIR RESPECTIVE STATES AND, FURTHER, THAT HUMANITARIAN AID BE PERMITTED TO FLOW INTO THE CONFLICT-TORN AREAS

WHEREAS, the City of Montclair believes that all people regardless of race, religion, color, national origin, ancestry, age, gender identity or expression, or sexual orientation should be able to live in dignity, freedom and equality without fear of persecution; and

WHEREAS, demographically, the City of Montclair is reflective of a diverse society populated with a collection of individuals, each with unique life experiences derived from differing cultural, racial, economic, educational, social, political, gender, religious, age and/or other backgrounds, and this diversity contributes to, strengthens and enriches Montclair's cultural heritage and makes Montclair a more welcoming and embracing community; and

WHEREAS, the City of Montclair recognizes that demographic diversity, or pluralism within society, can lead to the peaceful coexistence of people with different interests, convictions, belief systems and lifestyles by encouraging people to accommodate differences by avoiding extremism; and

WHEREAS, ongoing political, cultural and racial factionalism in certain parts of the world, including the Middle East, often lead to rivalries, mistrust, political unrest, violence and military hostilities; and

WHEREAS, on October 7, 2023, without warning or declaration of hostilities, the Harakat al-Muqawama al-Islamiya Islamic Resistance Movement (Hamas) launched rockets into the State of Israel from Hamas strongholds in the Gaza Strip, the latter a polity in the Levant area of the Eastern Mediterranean region of West Asia bordered by Egypt on the southwest and Israel on the east and north, followed by an invasion of Israeli civilian communities resulting in the deaths of at least 1,100 people, most whom were of Israeli citizenship and, in addition, approximately 240 civilians (including 30 children) and Israeli soldiers were taken as hostages by Hamas into the Gaza Strip where it is believed that as many as 100 are still alive and continue to be held against their will; and

WHEREAS, the Israeli Defense Forces (IDF) responded to Hamas' October 7, 2023, surprise attack by imposing a total blockade of the Gaza Strip, followed by an extensive aerial bombardment campaign on various targets in the Gaza Strip and an extensive, ongoing large-scale ground invasion with the objective of eliminating and wresting control of the Gaza Strip from Hamas; and

WHEREAS, according to reports from the Gaza Health Ministry, more than 30,000 Palestinians have been killed in the Gaza Strip since the start of the IDF's military campaign, including more than 13,000 children, with an estimated 7,000 people reported missing and, further, an estimated 224 international aid workers have reportedly lost their lives and an estimated 1.7 million people in the Gaza Strip are reported to have been displaced; and

WHEREAS, the United Nations has warned that, due to the ongoing hostilities, a severe humanitarian crisis, including potential for a famine, is developing in the Gaza Strip following near total collapse of the healthcare system and shortages of food, clean water, medicine and fuel; and

WHEREAS, on April 4, 2024, after more than six months of continued hostilities, extensive loss of life and severe restrictions on the ability of humanitarian aid organizations to extend relief to residents of the Gaza Strip, the Biden Administration announced that U.S. President Joseph Biden advised Israeli Prime Minister Benjamin Netanyahu that there must be consideration of "an immediate ceasefire" and that "specific, concrete, and measurable steps" should be taken to curb civilian casualties and prevent harm to aid workers; and

WHEREAS, in reaffirmation of the City of Montclair’s commitment to the peaceful coexistence of peoples and nations, the Montclair City Council, on September 18, 2023, adopted Resolution No. 23-3414, affirming the City of Montclair’s commitment to the well-being and safety of all individuals regardless of race, religion, ethnicity, national origin, disability, sex, gender, gender expression, sexual orientation, age, or military/veteran status; and

WHEREAS, the Montclair City Council further condemns hate crimes and any forms of racism, religious or ethnic bias, discrimination, incitement of violence, or the targeting minorities including the recent Antisemitic, Islamophobic, and xenophobic attacks stemming from the current Israeli-Hamas Conflict; and

WHEREAS, where appropriate and practicable, the City of Montclair condemns armed conflict and hostile takeover as a means to achieve hegemony, conquest, retribution, or national or international control of populations and, instead, favors peaceful solutions promoted through dialogue, diplomacy and humanitarian resolution; and

WHEREAS, to promote civil society and common peace, it is incumbent upon all responsible parties, including all institutions of government, both domestically and internationally, to work toward the prevention or resolution of armed conflicts, to work toward the escalation of conflicts, support humanitarian aid and assistance, and the rebuilding of areas damaged by conflict.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair stands with the United States Government and the Biden Administration in promoting and stressing a commitment to domestic and international obligations to protect innocent civilian populations, humanitarian aid workers, and medical personnel during periods of armed hostilities.

BE IT FURTHER RESOLVED that the City of Montclair stands with the United States Government and the Biden Administration in calling for “an immediate ceasefire” and that “specific, concrete, and measurable steps” should be taken to curb civilian casualties in both Israel and the Gaza Strip and, further, that all hostages, prisoners of war and detainees shall be immediately returned to their respective states.

BE IT FURTHER RESOLVED that humanitarian aid shall immediately be permitted to flow into the Gaza Strip and areas of Israel affected by the invasion of October 7, 2023, and that the international community shall unite behind efforts to rebuild the Gaza Strip for the Palestinian people and restore areas of Israel damaged by hostilities.

BE IT FURTHER RESOLVED that the City of Montclair reaffirms its belief that all people regardless of race, religion, color, national origin, ancestry, age, gender identity or expression, or sexual orientation shall, and by right must be able to live in dignity, freedom and equality without fear of persecution.

BE IT FINALLY RESOLVED that a copy of this Resolution shall be transmitted to the delegation of federal legislators representing the City of Montclair, including the U.S. Senators for the State of California and the Member of Congress.

APPROVED AND ADOPTED this XX day of XX, 20XX.

Mayor

ATTEST:

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 24-343 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, 20XX, and that it was adopted by the following vote, to-wit:

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

Andrea M. Myrick
City Clerk

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
APRIL 1, 2024, AT 5:05 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Pro Tem Johnson called the meeting to order at 5:05 p.m.

II. ROLL CALL

Present: Mayor Pro Tem Johnson, Council Member Ruh, City Manager Starr, and Assistant City Manager/Director of Human Services Richter

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of March 18, 2024.

Moved by Council Member Ruh, seconded by Mayor Pro Tem Johnson, and carried unanimously to approve the minutes of the Personnel Committee meeting on March 18, 2024.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION


At 5:06 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 5:20 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Johnson stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 5:20 p.m., Mayor Pro Tem Johnson adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager

MINUTES OF THE REGULAR JOINT MEETING OF THE MONTCLAIR CITY COUNCIL, SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS, MONTCLAIR HOUSING AUTHORITY COMMISSION, AND MONTCLAIR COMMUNITY FOUNDATION BOARD HELD ON MONDAY, APRIL 1, 2024 AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor/Chair Dutrey called the meeting to order at 7:00 p.m.

II. INVOCATION

Pastor Josh Matlock of **Bethany Baptist Church** and Montclair Police Department Chaplain, gave the invocation.

III. PLEDGE OF ALLEGIANCE

Council Member/Director Martinez led meeting participants in the Pledge.

IV. ROLL CALL

Present: Mayor/Chair Dutrey; Mayor Pro Tem/Vice Chair Johnson; Council Members/Directors Ruh, Martinez, and Lopez

City Manager/Executive Director Starr; Assistant City Manager/Director of Human Services Richter; Director of Finance Kulbeck; Director of Community Development Diaz; Director of Public Works/City Engineer Heredia; Police Chief Reed; Fire Chief Pohl; City Attorney Robbins; City Clerk Myrick

V. PRESENTATIONS

A. Introduction of New and Promoting Police Department Employees

Police Chief Reed introduced newly hired Police Officer Adrian Anguiano, and announced the promotion of Nicholas Sanchez from Officer to Sergeant.

B. Proclamation Declaring April 2024 as Child Abuse Prevention Month in the City of Montclair

Mayor Dutrey presented a proclamation declaring April 2024 as Child Abuse Prevention Month to **Hillary Steenson-Ray**, Associate Network Officer, **Children's Network of San Bernardino County**.

C. Presentation of Annual Donation by the Montclair Chamber of Commerce to the Montclair Community Foundation for the Montclair to College Program

Board Chair **Steve Hammitt**, **Montclair Chamber of Commerce**, presented a \$1,876.60 check raised from its Military Banner Program to Mayor Dutrey as a donation to the Montclair Community Foundation benefitting the Montclair to College Program.

VI. PUBLIC COMMENT

Mayor/Chair Dutrey advised the City Council will take public comments after the Consent Calendar due to the large number of audience members wishing to speak on non-agenda items.

VII. PUBLIC HEARINGS — None

VIII. CONSENT CALENDAR

ACTION - Consent Calendar	
ACTING:	City Council Successor Agency Board Montclair Housing Corporation Board Montclair Housing Authority Commissioners Montclair Community Foundation Board
DISCUSSION:	Items B-2, C-1, and C-3
MOTION:	Approve the Consent Calendar as presented.
MADE BY: SECOND BY:	Council Member/Director Ruh Mayor Pro Tem/Vice Chair Johnson
AYES: NOES: ABSTAIN: ABSENT:	Lopez, Martinez, Ruh, Johnson, Dutrey None None None
RESULT:	Motion carried 5-0.

A. Approval of Minutes

1. Regular Joint Meeting — March 18, 2024

ACTION - Consent Calendar - Item A-1	
ACTING:	City Council Successor Agency Board Montclair Housing Corporation Board Montclair Housing Authority Commissioners Montclair Community Foundation Board
RESULT:	Approved on Consent Calendar; motion carried 5-0.

B. Administrative Reports

1. Consider Approval of Warrant Register & Payroll Documentation

ACTION - Consent Calendar - Item B-1	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

2. Consider Authorizing the Purchase of Three 2025 Ford Explorer Interceptor Utility Vehicles for the Police Department Fleet from Fritts Ford in the Total Amount of \$160,493.88

Consider Declaring Three Ford Police Interceptor Utility Vehicles as Surplus and Available for Parts or for Sale at Auction, with Consideration for One to be Repurposed as a Cadet Vehicle

Xavier Mendez, resident, stated when he worked for the City many retired vehicles were kept for parts, which saved a lot of money.

ACTION - Consent Calendar - Item B-2	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

3. Consider Approval of Fiscal Year 2023–24 Schedule of Recommendations from the Community Activities Commission for Community Benefits Funding

ACTION – Consent Calendar – Item B-3	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

4. Consider Receiving and Filing Annual Reports from the Independent Auditing Firm for the City of Montclair and the Successor Agency for the City of Montclair Redevelopment Agency

ACTION – Consent Calendar – Item B-4	
ACTING:	City Council Successor Agency Board
RESULT:	Approved on Consent Calendar; motion carried 5-0.

C. Agreements

1. Consider Approval of Agreement No. 24-22 Amending Agreement No. 21-43 with the Inland Valley Humane Society & S.P.C.A. for Animal Control Services, Subject to Any Revisions Deemed Necessary by the City Attorney

Xavier Mendez, resident, stated he would like to know the annual statistics for Montclair of how many pet licenses are renewed, how many strays and deceased animals are picked, and how often they canvas the City for pet license compliance.

Council Member Lopez stated he has heard several resident concerns about the quality of service provided by IVHS and suggested they provide a presentation to the City with the statistics requested by Mr. Mendez.

ACTION – Consent Calendar – Item C-1	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

2. Consider Approval of Agreement No. 24-23, Amendment No. 5 to Agreement No. 15-64 with San Bernardino County Transportation Authority (SBCTA Cooperative Agreement No. 15-1001297) for the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project, Subject to Any Revisions Deemed Necessary by the City Attorney

ACTION – Consent Calendar – Item C-2	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

3. Consider Approval of Agreement No. 24-24 with Biggs Cardosa Associates, Inc., for Design Services Associated with the Holt Boulevard and Pacific Electric Trail Bridge Project, Subject to Any Revisions Deemed Necessary by the City Attorney

Xavier Mendez, resident, stated he is happy to see improvements being planned for the City’s segment of the Pacific Electric Trail.

Mayor Pro Tem Johnson requested clarification of the configuration of the proposed structure being designed for the bridges and how they will work to prevent access without obstructing the flow of water in the channel.

City Manager Starr advised staff will ensure that the final design does not block the channel's waterway.

ACTION – Consent Calendar – Item C-3	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

4. Consider Amending the 2019-2024 Capital Improvement Program to Add the Saratoga Park Transformation Project

Consider Approval of Agreement No. 24-25 with L.D. King, Inc., for Design Services for the Saratoga Park Transformation Project in the Amount of \$543,935, Subject to Any Revisions Deemed Necessary by the City Attorney

Consider Authorizing a \$600,000 Appropriation from 2021 Lease Revenue Bond Funds for Design Services for the Saratoga Park Transformation Project

ACTION – Consent Calendar – Item C-4	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

D. Resolutions — None

IX. PULLED CONSENT CALENDAR ITEMS — None

VI. PUBLIC COMMENT

- **Kayla**, resident, raised safety concerns regarding a residence on her street being used as a rehabilitation center for drug addicts.
- The following spoke about the passage of a local ceasefire resolution in relation to the Israeli-Palestinian/Gaza conflict:
 1. Jessica Gaytan (support)
 2. Chanelle Rivas (support)
 3. Joshua Murcia (support)
 4. Prisila Gonzalez (support)
 5. Brianna B. (support)
 6. Teresa Aversa (support)
 7. Oscar Palafox Jr. (support)
 8. Alejandra (support)
 9. Marie Lemos (support)
 10. Benjamin Wood (support)
 11. Zion Vasquez (support)
 12. Indi Harrison (support)
 13. Jonathan Santamaria (support)
 14. Ashton (support)
 15. Hannah Wu (support)
 16. Kenneth T. (support)
 17. Jesus Mortiel (support)
 18. Liza Pena (support)
 19. Nicole H. (support)
 20. Abraham Stern (support)
 21. Violet (support)
 22. Julian Gonzalez (support)
 23. Rabbi Shalon Harlig (oppose)
 24. Chance Harlig (oppose)

At 8:16 p.m., Mayor Dutrey called for a brief recess.

The City Council reconvened at 8:23 p.m. with all members present.

X. COMMUNICATIONS

A. **Department Reports** — None

B. **City Attorney**— None

C. **City Manager/Executive Director** — None

D. **Mayor/Chair**

Mayor/Chair Dutrey commended staff on the Easter Eggstravaganza event and recognized the following upcoming holidays and causes recognized in April: Passover, Earth Day, Administrative Professionals Day, Yom HaShoah, Cancer Prevention Month, and Arab American Heritage Month.

E. **Council Members/Directors**

1. Council Member/Director Ruh complimented the Easter event and thanked the Community Activities Commission, Kiwanis Club, and staff for making it a success; spoke about Cesar Chavez Day; and noted the last survivor of the **U.S.S. Arizona** at Pearl Harbor, **Lou Conter**, passed away today at 102 years old.
2. Council Member/Director Lopez stated he attended an event at a new business that recently opened in Montclair that caters to older clients to provide therapeutic activities; and requested the meeting be adjourned in memory of **Larry Vasquez**, a longtime Montclair resident.
3. Mayor Pro Tem/Vice Chair Johnson expressed her amazement at the turnout for City's Easter event despite being moved indoors due to rain; and announced the winner of the **Montclair Chamber of Commerce's** first quarterly *Shop Local Montclair* raffle was **Stella Montoya**, a Montclair resident of six years.
4. Council Member/Director Martinez moved to agendaize a discussion item at the next City Council meeting regarding consideration of a local ceasefire resolution on the Israeli-Palestinian/Gaza conflict.

There was no second to the motion; therefore, the motion failed.

F. **Committee Meeting Minutes**

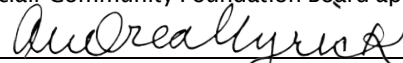
The following committee minutes were received and filed for informational purposes:

1. Personnel Committee - March 18, 2024

XI. ADJOURNMENT

At 8:41 p.m., the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board were adjourned.

Submitted for City Council/Successor Agency Board/Montclair Housing Corporation Board/Montclair Housing Authority Commission/Montclair Community Foundation Board approval,



Andrea Myrick,
City Clerk

*The meeting was adjourned in memory of **Larry Vasquez**, a longtime Montclair resident, and of innocent lives lost in wars being waged around the world including in Palestine, Israel, Ukraine, and Syria.*

CITY OF MONTCLAIR

TREASURER'S REPORT

FOR THE MONTH ENDING

March 31, 2024

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STATEMENT OF CASH AND INVESTMENT ACCOUNTS

GRAPH

CASH AND INVESTMENTS BY TYPE

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

March 31, 2024

COMPLIANCE STATEMENT

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

Total Investments	<u>\$ 49,469,256</u>
-------------------	----------------------

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

INVESTMENT STRATEGY FOR THE UPCOMING MONTH

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

CITY OF MONTCLAIR
STATEMENT OF CASH AND INVESTMENTS BY FUND
AS OF March 31, 2024

Fund	Beginning Balance	Receipts	Disbursements	Interfund Transfers	Ending Balance
General Fund	\$ (2,610,551.97)	\$ 2,892,267.38	\$ 2,391,034.83	\$ -	\$ (2,109,319.42) (1)
Gas Tax Fund	111,009.51	76,024.13	104,062.12	-	82,971.52 (2)
Road Maintenance - Section 2032	2,650,746.89	78,215.44	-	-	2,728,962.33
Measure I Fund	6,348,510.92	78,545.87	-	-	6,427,056.79
Traffic Safety	161,252.73	1,410.98	-	-	162,663.71
Disability Access Fund - Bus. License	58,925.50	752.00	-	-	59,677.50
Park Maintenance	(14,634.03)	3,332.31	2,866.77	-	(14,158.49)
Park Development	1,542,607.06	-	-	-	1,542,607.06
CDBG	(72,474.95)	14,027.20	6,303.50	-	(64,751.25) (2)
SB2 Planning Grant	-	-	-	-	- (2)
Air Quality Improvement Trust	39,240.56	-	-	-	39,240.56
Senior Nutrition Program	(59,350.46)	2,854.49	17,682.88	-	(74,178.85) (2)
American Resue Plan	-	-	-	-	-
Forfeiture Fund - State	102,654.70	-	-	-	102,654.70
Proposition 30/SB 109	68,136.09	-	4,863.16	-	63,272.93
SB 509 Public Safety	70,987.63	60,597.00	20,573.33	-	111,011.30
Forfeiture Fund-Federal/DOJ	427,301.44	39,591.21	599.89	-	466,292.76
Asset Seizure Fund	3.80	0.19	-	-	3.99
Section 11489 Subfund	29,277.10	-	-	-	29,277.10
Fed Asset Forfeiture-Treasury	133,408.39	-	-	-	133,408.39
School District Grant Fund	71,496.00	-	-	-	71,496.00
State Supplemental Law Enforce	144,647.32	-	-	-	144,647.32
Local Law Enforcement Block Gr	34,594.51	-	13,885.20	-	20,709.31
PC 1202.5 Crime Prevention	2,506.16	0.06	-	-	2,506.22
Recycling Grant Fund	113,336.96	-	-	-	113,336.96
Statewide Park Dev Grant	(0.32)	-	-	-	(0.32) (2)
Homeless Housing Assist Preven	(42,983.07)	-	12,670.00	-	(55,653.07) (2)
LEAP Grant	(89,243.75)	90,517.25	-	-	1,273.50 (2)
Department of Cannabis Control	-	120,000.00	-	-	120,000.00 (2)
After School Program Fund	(231,975.19)	282,141.00	213,175.05	-	(163,009.24) (2)
City of Hope	1,290.78	-	-	-	1,290.78
Safety Dept. Grants	48,933.32	-	60,532.77	-	(11,599.45)
OSMD Immunization Grant	1,370.50	-	-	-	1,370.50 (2)
Kaiser Permanente Grant	2,304.71	-	233.97	-	2,070.74
Resource Center Grant - OMSD	18,041.85	-	178.88	-	17,862.97
Title IIIB Sr Support Services	(15,363.10)	1,999.47	1,970.41	-	(15,334.04) (2)
Healthy Community Strategic Plan	7,739.46	-	-	-	7,739.46
ASES Supplemental Grant	48,439.00	-	-	-	48,439.00
E.M.S. - Paramedic Fund	(3,399.15)	4,621.35	1,544.95	-	(322.75) (3)
Economic Development	3,247,585.74	-	7,983.75	-	3,239,601.99
City Contributions/Donations Fund	1,200.00	-	-	-	1,200.00
Sewer Operating Fund	1,617,112.28	387,902.60	410,080.22	-	1,594,934.66
Sewer Replacement Fund	2,675,540.73	-	-	-	2,675,540.73
CFD 2011-1 (Paseos)	124,975.47	27,692.22	3,008.59	-	149,659.10
CFD 2011-2 (Arrow Station)	104,099.07	1,740.74	550.30	-	105,289.51
Inland Empire Utility Agency	5,173,743.57	-	185.55	-	5,173,558.02
Sewer Expansion Fee Fund	1,003,759.09	-	-	-	1,003,759.09
Developer Impact Fees - Local	1,572,397.99	-	-	-	1,572,397.99
Developer Impact Fees - Regional	933,198.77	-	-	-	933,198.77
Burrtec Pavement Impact Fees	320,203.07	-	-	-	320,203.07
PUC Reimbursement Fund-MVGS	219,720.15	-	-	-	219,720.15
Utility Underground In-Lieu	383,396.52	-	-	-	383,396.52
General Plan Update Fee	112,881.18	347.62	-	-	113,228.80
Housing Fund	879,108.20	-	-	-	879,108.20
Public Education/Govt. PEG Fee Fund	144,412.87	-	-	-	144,412.87
Infrastructure Fund	(3,695,639.44)	-	106,637.53	-	(3,802,276.97) (4)
COVID-19	-	-	-	-	-
Successor Agency Bonds-Taxable	5,013,221.29	-	-	-	5,013,221.29
Successor Agency Bonds-Tax Exempt	8,117,563.91	-	2,234.00	-	8,115,329.91
2021 Lease Revenue Bond Proceeds	(986,267.92)	2,645.73	370,170.40	(2,645.73)	(1,356,438.32)
2014 Lease Revenue Bond Debt Svc	(424,104.15)	196,384.68	768,568.75	-	(996,288.22) (5)
2021 Lease Revenue Bond Debt Svc	1,666,758.88	-	1,663,706.25	2,645.73	5,698.36
Pension Obligation Bond Debt Svc	3,683,299.92	-	-	-	3,683,299.92
Contingency Fund	0.96	-	-	-	0.96 (1)
Assigned General Fund Reserves	33,187,598.05	-	-	-	33,187,598.05 (1)
TOTALS	\$ 74,174,553.10	\$ 4,363,610.92	\$ 6,185,293.05	\$ -	\$ 72,352,870.97

Negative Cash Notes follow this presentation.

Notes on Negative Cash Balances

- (1)** The General Operating Fund may have a negative cash for the majority of the fiscal year awaiting property and sales tax collections. This is covered by the Contingency Fund and other General Fund Reserve Funds until those collections are received. As Contingency and General Reserves exceed this negative, the City is not utilizing restricted resources.
- (2)** These are reimbursable grant funds that utilize general pool monies initially to cover expenditures pending reimbursement from the granting agencies. Therefore, it is not uncommon for these to be negative until that reimbursement is received.
- (3)** This fund has operational deficits annually. At the end of the fiscal year it is restored by a General Fund Transfer.
- (4)** The Infrastructure Fund receives transfers from other funds to accomplish infrastructure projects. Those transfers are usually recorded when the projects nears completion or prior to mid-year budget preparation. Any negative in that fund will be eliminated at those times. Transfers from these funds (C.D.B.G., Gas Tax, Measure I, etc.) may go negative on cash pending collections of these revenues. In this way we can determine if obligations for projects are exceeding current resources.
- (5)** This debt service operation utilizes transaction and use taxes which are part of the sales tax and Successor Agency property taxes. These have been sufficient in prior fiscal years to cover the necessary debt service; however, they are not completely received until fiscal year-end. Once debt service is covered the excess will be transferred to the General Fund.

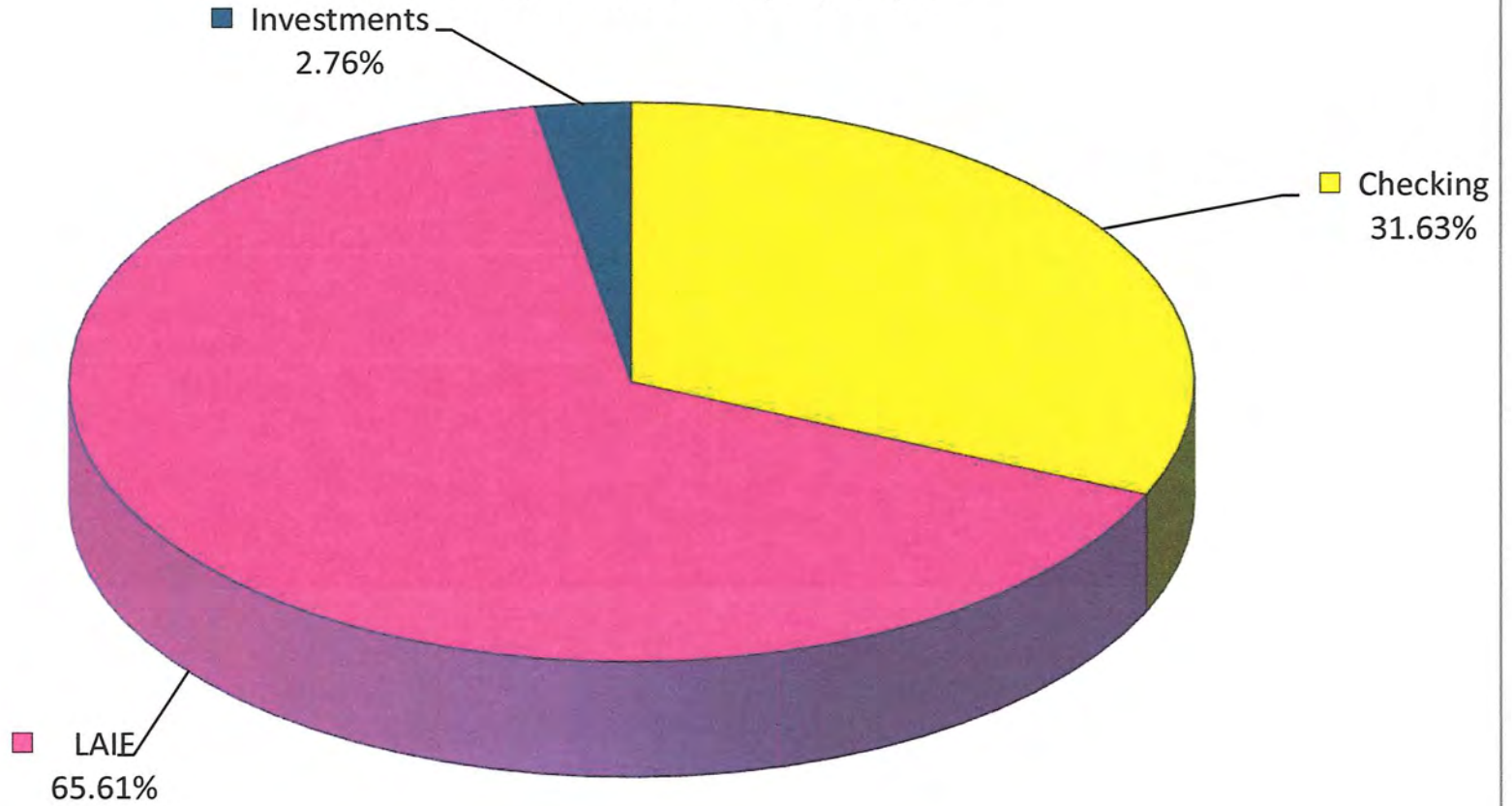
**CITY OF MONTCLAIR
STATEMENT OF CASH AND INVESTMENT ACCOUNTS
AS OF March 31, 2024**

	<u>Par Value</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Coupon Interest Rate</u>	<u>Current Market Value</u>	<u>Balance at Cost</u>	<u>Totals</u>
CHECKING ACCOUNT							
Checking Account							\$ 22,881,141.90
Asset Seizure Account							\$ 2,472.64
CASH W/FISCAL AGENT, CD's, LAIF DEPOSITS, AND SHORT-TERM U.S. AGENCY SECURITIES							
Local Agency Investment Fund (LAIF)				4.220%	46,555,993.51	47,469,256.43	
First American Government					2,000,000.00	2,000,000.00	
					<u>\$ 48,555,993.51</u>		\$ 49,469,256.43
U.S. AGENCY SECURITIES							
					<u>\$ -</u>		<u>\$ -</u>
TOTAL							<u>\$ 72,352,870.97</u>

Current market values obtained from US Bank.

**CITY OF MONTCLAIR
CASH AND INVESTMENTS BY TYPE
March 31, 2024**

Total Cash & Investments \$72,352,871



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

FOR THE MONTH ENDING

March 31, 2024

**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH BY FUND
March 31, 2024**

COMBINED OPERATING FUND

Operating	<u>17,854.22</u>	\$ 17,854.22
-----------	------------------	--------------

LRPRP Fund

Operating	<u>0.00</u>	\$ 0.00
-----------	-------------	---------

RORF

	687,202.86	
RORF Area I	0.00	
RORF Area II	0.00	
RORF Area III	0.00	
RORF Area IV	0.00	
RORF Area V	0.00	
RORF Area VI	0.00	
		\$ 687,202.86

TOTAL CASH

\$ 705,057.08

**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH
March 31, 2024**

Checking Account

US Bank

705,057.08

TOTAL CASH

705,057.08

NOTE:

In accordance with State law, the Successor Agency receives the monies necessary to cover its obligations for the upcoming six month period. The monies are received in January and June of each year.

The Successor Agency has sufficient funds available to meet expenditures during the upcoming six-month period.

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

FOR THE MONTH ENDING

March 31, 2024

City of Montclair
 Final Warrant Register
 Council Date 04/15/2024
 Regular Warrants
 Checking Account: Successor to the RDA

	Warrants	US Bank transfers	Area Totals
SRDA Combined Operating Fund	13,000.00	4,526.70	17,526.70
RORF (Redevelopment Obligation Retirement Funds)	0.00	0.00	0.00
	13,000.00	4,526.70	
March 2024 Total			17,526.70

Note: Reimburse City for 3/14 payrolls
 Reimburse City for 3/28 payrolls

Vice Chair Johnson

Book Transfer Daily Activity Detail

CITY OF MONTCLAIR

SinglePoint

Reported Activity From 03/01/2024 To 03/29/2024

Printed on 04/04/2024 at 12:49 PM PDT



Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
03/28/2024	\$2024.48	153499275813	153499275805	Completed

Debit Account Name CITY OF MONTCLAIR SUCCESSOR AGENCY
Debit Account Type DDA
Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT
Credit Account Type DDA
Template Name .
Memo Reimb City for 03/28/24 Payroll
Initiate Date 03/28/2024
Initiate Time 11:00AM CDT
Initiated By JKULBECK
Completed Date 03/28/2024
Completed Time 11:00AM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
03/14/2024	\$2502.22	153499275813	153499275805	Completed

Debit Account Name CITY OF MONTCLAIR SUCCESSOR AGENCY
Debit Account Type DDA
Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT
Credit Account Type DDA
Template Name .
Memo Reimb City for 03/14/24 Payroll
Initiate Date 03/14/2024
Initiate Time 10:06AM CDT
Initiated By JKULBECK
Completed Date 03/14/2024
Completed Time 10:06AM CDT

Total Number of Book Transfers: 2
Total Amount of Book Transfers: \$4,526.70

--- End of Report ---

Accounts Payable

Checks by Date - Summary by Check Number

User: cramirez
Printed: 4/4/2024 2:57 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
8186	BLXGr001	BLX Group LLC	03/21/2024	6,000.00
8187	VanLa001	Van Lant & Fankhanel, LLP	03/21/2024	7,000.00
Report Total (2 checks):				13,000.00

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

FOR THE MONTH ENDING

March 31, 2024

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CITY OF MONTCLAIR
HOUSING CORPORATION
STATEMENT OF CASH AND INVESTMENTS
March 31, 2024

	<u>Interest Rate</u>	<u>Market Value</u>	<u>Book Value</u>
Checking Account			
US Bank			82,010.83
Investments			
LAIF	4.22%	1,074,165.02	<u>1,081,145.84</u>
TOTAL CASH & INVESTMENTS			<u><u>1,163,156.67</u></u>

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

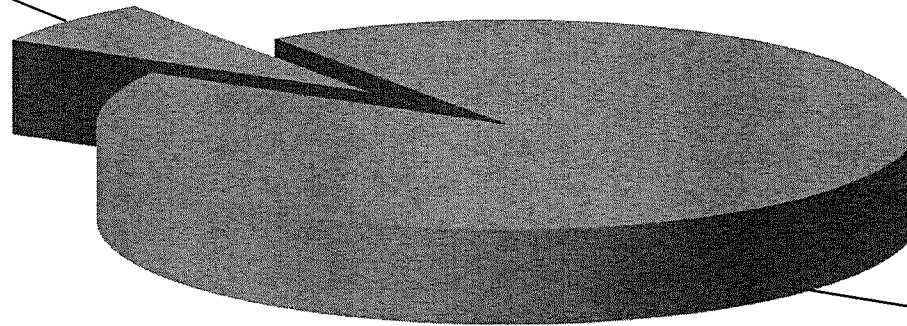
The Corporation has sufficient funds available to meet expenditures during the upcoming six-month period.

The Corporation is in compliance with the internal control procedures set forth in its Investment Policy.

**CITY OF MONTCLAIR
HOUSING CORPORATION
CASH AND INVESTMENTS GRAPH
March 31, 2024**

Total Cash & Investments - \$1,163,157

Checking Acct
7.1%



Local Agency Investment
Fund
92.9%

**CITY OF MONTCLAIR
HOUSING CORPORATION
WARRANT REGISTER**

FOR THE MONTH ENDING

March 31, 2024

City of Montclair
Final Warrant Register
Council Date 04/15/2024
Regular Warrants
Checking Account: MHC

<u>Warrants</u>	<u>ACH Transfers</u>	<u>Voided Checks</u>	<u>US Bank transfers</u>	<u>Totals</u>
76,598.29	0.00	0.00	0.00	76,598.29

March 2024 Total 76,598.29

US Bank transfers:

Vice Chair Johnson

Accounts Payable

Checks by Date - Summary by Check Number

User: cramirez
Printed: 4/4/2024 12:44 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
5628	Dina001	Dina Contractor Services	03/14/2024	8,796.66
5629	Hugo001	Hugo Jaramillo	03/14/2024	16,601.25
5630	JGL001	JGL Electric Company, Inc.	03/14/2024	150.00
5631	Mont074	Monte Vista Water District	03/14/2024	196.72
5632	Perf003	Performance Construction & Remodeling I	03/14/2024	35,120.00
5633	SCE-Res	Southern California Edison Co	03/14/2024	249.90
5634	Sout018	Southern California Edison Co	03/14/2024	65.14
5635	Sout021	Southern California Gas Co	03/14/2024	28.56
5636	Arti005	Artic Plumbing And Drain Cleaning	03/28/2024	2,489.00
5637	Hugo001	Hugo Jaramillo	03/28/2024	3,375.00
5638	JGL001	JGL Electric Company, Inc.	03/28/2024	2,150.00
5639	Mont002	City of Montclair	03/28/2024	2,844.40
5640	Mont074	Monte Vista Water District	03/28/2024	1,834.49
5641	Nagc006	NAGCO GLASS	03/28/2024	502.00
5642	SCE-Res	Southern California Edison Co	03/28/2024	280.59
5643	Sout018	Southern California Edison Co	03/28/2024	771.87
5644	Sout021	Southern California Gas Co	03/28/2024	1,142.71
Report Total (17 checks):				76,598.29

**CITY OF MONTCLAIR
HOUSING AUTHORITY
TREASURER'S REPORT
FOR THE MONTH ENDING
March 31, 2024**

Schedule 1

**CITY OF MONTCLAIR
HOUSING AUTHORITY
STATEMENT OF CASH
March 31, 2024**

	<u>Amount</u>
Checking Account	
US Bank	3,183,037.57
TOTAL CASH	\$ <u>3,183,037.57</u>

NOTE:

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

**CITY OF MONTCLAIR
HOUSING AUTHORITY
WARRANT REGISTER
FOR THE MONTH ENDING
March 31, 2024**

City of Montclair
Final Warrant Register
Council Date 04/15/2024
Regular Warrants
Checking Account: MHA

<u>Warrants</u>	<u>Voided Checks</u>	<u>US Bank transfers - out.</u>	<u>Totals</u>
0.00	0.00	0.00	0.00
March 2024 Total			<u><u>0.00</u></u>

Vice Chair Johnson