

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

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

August 5, 2019

7:00 p.m.

As a courtesy, please silence your cell phones and other electronic devices while the meeting is in session.

Persons wishing to speak on an agenda item, including closed session items, are requested to complete a yellow Speaker Information Card located at the entrance of the Council Chambers and present it to the City Clerk prior to consideration of the item. The Mayor/Chair (or the meeting's Presiding Officer) will recognize those who have submitted a card at the time of the item's consideration by the City Council/Board of Directors/Commissioners, and speakers may approach the podium to provide comments on the item at that time.

Audio recordings of the CC/SA/MHC/MHA/MCF meetings are available on the City's website at www.cityofmontclair.org and can be accessed by the end of the next business day following the meeting.

- 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. City Council Recognition of Serrano Middle School Student Austin Leong for his
Achievement in the 2019 Scripps National Spelling Bee

VI. PUBLIC HEARINGS — None

Page No.

VII. PUBLIC COMMENT

This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Each speaker will be afforded up to five minutes to address the City Council/Boards of Directors/Commissioners. (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.

VIII. CONSENT CALENDAR

A. Approval of Minutes

1. Adjourned Regular Meeting — July 22, 2019 [CC/SA/MHC/MHA/MCF]

B. Administrative Reports

1. Consider Setting a Public Hearing for Monday, August 19, 2019, at 7:00 p.m. in the Montclair Senior Center Located at 5111 Benito Street, Montclair, to Consider First Reading of Ordinance No. 19-986 Amending Chapter 6.22 of the Montclair Municipal Code Permitting the Use of Certain Wheeled Recreational Devices in the Montclair Skate Park [CC]

4

2. Consider Approval of the Plans and Specifications for the City of Montclair Office Remodel Expansion Project [CC]

Consider Authorizing Staff to Advertise for Bid Proposals for the City of Montclair Office Remodel Expansion Project [CC] 10
3. Consider Authorizing a \$17,132 Appropriation from the Federal Asset Forfeiture Fund to Purchase Workspace Furniture for Dispatch, Internet Technology, and Administration Offices in the Police Department Facility [CC] 11
4. Consider Authorizing a \$13,170 Appropriation from the Federal Asset Forfeiture Fund to Purchase Extensions, Software, and Subscriptions for the Department’s Recently Acquired Leica Laser Scanning Forensic Mapping System [CC] 13
5. Consider Approval of Warrant Register and Payroll Documentation [CC] 15

C. Agreements

1. Consider Approval of an Amendment to Agreement No. 19-25 with San Bernardino County Transportation Authority (SBCTA), a Right-of-Way Contract for the Purchase of Real Property from the City for Construction of the I-10 Corridor Project, Related to SBCTA’s Elimination of the Local Government Incentive Payment Program [CC] 16
2. Consider Approval of Agreement No. 19-70 with Suzanne Yoakum to Provide Case Management Services [CC] 25
3. Consider Approval of Agreement No. 19-71 with Azusa Pacific University to Implement a Clinical Field Experience Program at the Montclair Medical Clinic [CC] 37

D. Resolutions

1. Consider Adoption of Resolution No. 19-3247 Authorizing Placement of Assessments on Certain Properties for Delinquent Sewer and Trash Accounts [CC] 48

IX. PULLED CONSENT CALENDAR ITEMS

X. BUSINESS ITEMS — None

XI. RESPONSE — None

XII. COMMUNICATIONS

A. City Department Reports

1. Police Department — National Night Out
2. Public Works Department
 - Department Feature in the *Inland Valley Daily Bulletin*
 - Temporary Relocation of Meetings Held in the Council Chambers During Construction in August and September to the Following Locations within the Montclair Civic Center Located at 5111 Benito Street, Montclair:
 - Montclair Senior Center: Regular City Council Meetings
 - Theater Room (Located at the West Side of the Montclair Branch Library Building): Council Workshops, Planning Commission Meetings, and Community Activities Commission Meetings

B. City Attorney

- 1. Request for City Council to Meet in Closed Session Pursuant to Government Code Section 54957.6 Regarding Conference with Designated Labor Negotiator Edward C. Starr

Agency: City of Montclair
 Employee: Management
 Associations: Montclair City Confidential Employees Association
 Montclair General Employees Association
 Montclair Fire Fighters Association
 Montclair Police Officers Association

C. City Manager/Executive Director

D. Mayor/Chairperson

E. Council Members/Directors

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

- 1. Real Estate Committee Meeting— April 15, 2019 [CC] 56
- 2. Personnel Committee Meeting— July 22, 2019 [CC] 58

XIII. CLOSED SESSION

XIV. CLOSED SESSION ANNOUNCEMENTS

XV. ADJOURNMENT

MEETING NOTICE

DUE TO CONSTRUCTION BEGINNING IN THE COUNCIL CHAMBERS ON AUGUST 6, 2019, UPCOMING REGULAR MEETINGS OF THE CITY COUNCIL DURING THE MONTHS OF AUGUST AND SEPTEMBER WILL BE HELD AT THE MONTCLAIR SENIOR CENTER LOCATED ADJACENT TO CITY HALL IN THE CIVIC CENTER

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, August 19, 2019, at 7:00 p.m. in the Montclair Senior Center located at 5111 Benito Street, Montclair.

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the Acting Bodies after distribution of the Agenda packet are available for public inspection in the City Clerk's Office at 5111 Benito Street, Montclair, California, between 7:00 a.m. and 6:00 p.m., Monday through Thursday.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (909) 625-9416. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)

I, Andrea M. Phillips, City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the bulletin board adjacent to the north door of Montclair City Hall at 5111 Benito Street, Montclair, CA 91763 on August 1, 2019.



AGENDA REPORT

DATE: AUGUST 5, 2019

FILE I.D.: PARK200-C

SECTION: ADMIN. REPORTS

DEPT.: CITY MGR.

ITEM NO.: 1

PREPARER: M. FUENTES

SUBJECT: CONSIDER SETTING A PUBLIC HEARING FOR MONDAY, AUGUST 19, 2019, AT 7:00 P.M. IN THE MONTCLAIR SENIOR CENTER LOCATED AT 5111 BENITO STREET, MONTCLAIR, TO CONSIDER FIRST READING OF ORDINANCE NO. 19-986 AMENDING CHAPTER 6.22 OF THE MONTCLAIR MUNICIPAL CODE PERMITTING THE USE OF CERTAIN WHEELED RECREATIONAL DEVICES IN THE MONTCLAIR SKATE PARK

REASON FOR CONSIDERATION: The Montclair Skate Park is a popular attraction in the City. Since the passage of AB 1146 in 2015, which expanded protections to public entities with skateboard parks from additional liability claims, the City has received requests from several members of the community to allow the use of other non-motorized recreational devices besides skateboards and skates, such as BMX (Bicycle Motocross) bicycles and scooters, in the Montclair Skate Park.

Rules at the Montclair Skate Park are governed by Montclair Municipal Code. Amendments to the Montclair Municipal Code require public hearing and approval by the City Council. The City's public hearing process for Ordinances consists of a first and second reading of a proposed Ordinance, each held at separate public hearings before the City Council. Final adoption of a proposed Ordinance may only be done after the second reading is held, at a regular Council meeting occurring at least five days after the proposed Ordinance's first reading. If substantial changes to the Ordinance are approved at the second reading, then that is now considered the first reading of the newly amended version, and the proposed Ordinance, as amended, must continue on to the next meeting for a second reading before its final adoption.

The City Council is requested to consider setting a public hearing for Monday, August 19, 2019, at 7:00 p.m. in the Montclair Senior Center to consider first reading of Ordinance No. 19-986. The proposed Ordinance would amend Chapter 6.22 of the Montclair Municipal Code related to Regulation of Skateboard/Skating to allow for the use of "other wheeled recreational devices" such as non-motorized bicycles, scooters, or wheelchairs.

A copy of proposed Ordinance No. 19-986 is attached for City Council review.

BACKGROUND: California Health & Safety Code Section 115800 provides immunity to public agencies that adopt ordinances regulating skateboard parks which comply with the requirements of Section 115800.

Assembly Bill 1146 (AB 1146)(Skateboard Park) expanded the immunity previously applicable to skateboard riders to include skate park users operating "other wheeled recreational devices" such as non-motorized bicycles, inline skates, roller skates, scooters, and wheel chairs.

Government Code Section 831.7 provides that a public entity is not liable to a person who participates in a hazardous recreational activity for injury or damage to property or persons. AB 1146 amended previous law (Health and Safety Code Section 115800) to include riders of “wheeled recreational devices” in addition to skateboard riders as engaging in a hazardous recreational activity in certain circumstances.

Health and Safety Code Section 115800(a) requires that the operator of a skateboard park prohibit a person from riding a skateboard or other wheeled recreational device in the skateboard park, unless that person is wearing a helmet, elbow pads, and knee pads.

Health and Safety Code Section 115800(b) provides that, for a skateboard facility owned or operated by a local public agency that is not supervised on a regular basis, the requirements of Section 115800(a) may be satisfied if a public agency:

- Adopts an ordinance requiring riders of skateboards and other wheeled recreational devices to wear a helmet, elbow pads, and knee pads at the skate park; and
- Posts signs at the skate park facility which affords reasonable notice that a person riding a skateboard or other wheeled recreational device must wear a helmet, elbow pads, and knee pads, and that failing to do so will subject the skateboard or wheeled recreational device rider to citation under the ordinance.

Currently, Chapter 6.22 of the Montclair Municipal Codes allows for the use of the following wheeled recreational devices in the Montclair Skate Park:

- Roller skates or in-line skates, including rollerblades: Any shoe, boot, or other footwear to which one or more wheels are attached.
- Skateboard: Any platform of any composition or size to which two or more wheels four inches or less in diameter are attached, which is intended to be ridden or propelled by one or more persons standing or kneeling upon it and to which there is not affixed any seat or any other device or mechanism.

Adoption of proposed Ordinance No. 19-986 would amend Section 6.22.010 of the Montclair Municipal Code to include “other wheeled recreational devices,” including non-motorized bicycles and scooters, in the types of wheeled recreational devices allowed for use at the Montclair Skate Park.

FISCAL IMPACT: Adoption of Ordinance No. 19-986 would have no direct fiscal impact on the City's General Fund.

RECOMMENDATION: Staff recommends the City Council set a public hearing for Monday, August 19, 2019, at 7:00 p.m. in the Montclair Senior Center located at 5111 Benito Street, Montclair, to consider first reading of Ordinance No. 19-986 amending Chapter 6.22 of the Montclair Municipal Code related permitting the use of certain wheeled recreational devices in the Montclair Skate Park.

ORDINANCE NO. 19-986

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING CHAPTER 6.22 ("REGULATION OF SKATEBOARDING/SKATING") OF THE MONTCLAIR MUNICIPAL CODE PERMITTING THE USE OF CERTAIN WHEELED RECREATIONAL DEVICES IN THE MONTCLAIR SKATE PARK

WHEREAS, the City of Montclair, pursuant to the police powers delegated to it by the California Constitution, has the authority to enact laws which promote the public health, safety and general welfare of its citizens; and

WHEREAS, the Legislature has designated certain conditions under which the use of skate boards and other wheeled recreational devices at public skate board parks is deemed to be a hazardous recreational activity that creates a substantial risk of injury to participants and spectators; and

WHEREAS, the Legislature, in 2015, adopted Assembly Bill 1146 (Jones)(Skateboard Park) which expanded the immunity available to municipalities operating skateboard parks previously applicable to skateboard riders to include skate park users operating "other wheeled recreational devices" such as non-motorized bicycles, in-line skates, roller skates, scooters, and wheel chairs; and

WHEREAS, AB 1146 amended Health and Safety Code Section 115800 to include riders of "other wheeled recreational devices" in addition to skateboard riders as engaging in a hazardous recreational activity in certain circumstances; and

WHEREAS, Government Code Section 831.7 provides that a public entity is not liable to a person who participates in a hazardous recreational activity for injury or damage to property or persons; and

WHEREAS, the City Council considers any use of skate boards, roller skates, in-line skates, non-motorized wheelchairs, bicycles, and scooters at a public skateboard park to be a hazardous recreational activity; and

WHEREAS, the City of Montclair owns a skate park that is not supervised by the City on a regular basis; and

WHEREAS, all participants and spectators at such facility voluntarily assume the risk of substantial injury.

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

SECTION I. Chapter 6.22 ("Regulation of Skateboarding/Skating") is re-titled Chapter 6.22 ("Regulation of Skateboards and Other Wheeled Recreational Devices")

SECTION II. All Sections of Chapter 6.22 ("Regulation of Skateboards and Other Wheeled Recreational Devices") are hereby repealed and replaced as follows:

6.22.010 - Definitions.

For the purposes of this chapter, words, phrases, and terms used in this chapter shall have their ordinary meaning, unless otherwise provided as follows:

Other wheeled recreational devices means non-motorized bicycles, scooters, in-line skates, roller skates, or wheelchairs.

Roller skates or in-line skates, including rollerblades, means any shoe, boot, or other footwear to which one or more wheels are attached.

Skate or skating means the use of a skateboard or other wheeled recreational device in a recreational manner.

Skateboard means any platform of any composition or size to which two or more wheels four inches or less in diameter are attached, which is intended to be ridden or propelled by one or more persons standing or kneeling upon it and to which there is not affixed any seat or any other device or mechanism.

Skateboard/skating area means a public skateboard park as that term is used in California Health and Safety Code Section 115800(d)(1) or any successor provision thereto and includes any facility, structure, or area designated by resolution of the City Council as a skateboard/skating area in which skateboarding and/or use of other wheeled recreational devices is permitted pursuant to the provisions of this chapter

Unauthorized wheeled devices means any motorized wheeled devices or other wheeled recreational device including, but not limited to, unicycles, go-carts, and wagons.

6.22.020 – Purpose.

It is the purpose of this chapter to establish regulations for the safe use of designated skateboard/skating area within the City of Montclair.

6.22.030 – Designated skateboard/skating areas.

The City Council may designate certain areas as a skateboard/skating area by resolution.

6.22.040 – Liability.

The use of any skateboard/skating area is a hazardous recreational activity within the meaning of California Government Code Sections 831.7(a) and (b). Subject to the provisions of that code section, the City of Montclair may not be held liable for any injury incurred by any person participating in any hazardous recreational activity. Skateboard/skating areas are not supervised on a regular basis and all users assume all risks of injury in utilizing the areas.

6.22.050 – Regulations applicable to the use of designated skateboard/skating areas.

A. No person shall skate or otherwise be present within any skateboard/skating areas at any time other than during the established as the hours of operation. Hours of operation shall be posted. The hours are subject to change without prior notice.

B. No person shall use any skateboard/skating area for any use other than skating.

C. Each person using the skateboard/skating area must wear a shirt and proper safety equipment including a helmet, elbow pads and knee pads. All such safety equipment must be functional and protective, properly sized, and designed for skating.

D. The use of any other wheeled devices including, but not limited to unicycles, go-carts or wagons is prohibited. No person shall ride or use any unauthorized wheeled device within any skateboard/skating area.

E. No person shall possess or be under the influence of alcohol or drugs of any kind within a skateboard/skating area or in surrounding park areas. Tobacco products are prohibited in the skateboard/skating area and surrounding park areas.

F. No person shall use, consume, or have in his/her possession or control food or beverages within the skateboard/skating area.

G. No person shall litter in any skateboard/skating areas. All persons using a skateboard/skating area must place any trash created or brought to the skateboard/skating area in refuse containers provided by the City. If no refuse container is provided, each person shall be responsible for removing and disposing of such items in an appropriate manner.

H. Spectators are not allowed in the skateboard/skating area.

I. No person shall have a dangerous weapon in his/her possession in the skateboard/skating area. Deadly weapons shall include, but are not limited to guns, knives, bats/clubs or martial arts weapons.

J. No person shall graffiti, tag, or attach any stickers or unauthorized signs

in or upon the skateboard/skating area or anywhere in the surrounding park areas.

K. No person shall use or engage in profanity, reckless or boisterous behavior (including, but not limited to, tandem riding, punching, horseplay and bullying), or any other activity that could endanger the safety of persons using the skateboard/skating area.

L. No person shall ride, or permit to be ridden, any skateboard, roller skates, or other wheeled recreational device in a skateboard/skating area in a reckless manner or with willful disregard for the safety of other persons or property.

M. No person shall skate on curbs, sidewalks, fences, railings, and/or driveways of any City-owned property surrounding or adjoining a skateboard/skating area.

N. No person shall skate, run, stand on, jump from, or otherwise employ any exterior wall or fence surface in the skateboard/skating area.

O. Glass containers or other glass products are prohibited within a skateboard/skating area.

P. No person shall ride, operate, or use a skateboard or other wheeled recreational device unless such equipment is in good repair at all times during use.

Q. No obstacles of any kind, including, but not limited to, ramps or jumps may be placed in the skateboard/skating area.

R. No portion of the skateboard/skating area shall be modified, altered, or added to in any manner.

S. The skateboard/skating area shall not be used if any hazardous conditions exist, including, but not limited to, wet pavement, debris, and/or significant cracks, breaks, or other irregularities in the skating surface of the skateboard/skating area.

T. All organized events utilizing the skateboard/skating area are prohibited without the prior written approval of the Community Development Director or his/her designee.

U. No animals are allowed in the skateboard/skating area.

V. Personal stereos, earphones, and headphones are prohibited within the skateboard/skating area.

W. The City is not responsible for items that are lost or stolen within the skateboard/skating area.

X. Any person suffering an injury within the skateboard/skating area must promptly report the injury to the City of Montclair.

6.22.060 - Signs required.

In order to provide reasonable notice to the public, signs referring to this chapter shall be posted in one or more conspicuous areas at or near the entrance to the skateboard/skating area, setting forth the rules and regulations established in this chapter, including prohibited activities, and stating that any person failing to comply with any provision of this chapter shall be subject to citation (Chapter 1.12 of the Montclair Municipal Code).

6.22.070 - Ejection and exclusion from designated skateboard/skating area.

A. Any person who causes or aids and abets in the commission of any of the following at any area designated by the City Council as a skateboard/skating area may be ejected from said area and public parks within the City of Montclair in accordance with the provisions of Section 9.12.250:

1. Interference with any City employee in the performance of the employee's duties;

2. Interference with the use and enjoyment by any other person of the

designated skateboard/skating area; or

3. Commission of any public offense within a designated skateboard/skating area.

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

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

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

APPROVED AND ADOPTED this XX day of XX, 2019.

Mayor

ATTEST:

City Clerk

I, Andrea M. Phillips, City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 19-986 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2019, and finally passed not less than five (5) days thereafter on the XX day of XX, 2019, by the following vote, to-wit:

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

Andrea M. Phillips
City Clerk



AGENDA REPORT

DATE:	AUGUST 5, 2019	FILE I.D.:	CVC600
SECTION:	ADMIN. REPORTS	DEPT.:	PUBLIC WORKS
ITEM NO.:	2	PREPARER:	S. STANTON

SUBJECT: CONSIDER APPROVAL OF THE PLANS AND SPECIFICATIONS FOR THE CITY OF MONTCLAIR OFFICE REMODEL EXPANSION PROJECT

CONSIDER AUTHORIZING STAFF TO ADVERTISE FOR BID PROPOSALS FOR THE CITY OF MONTCLAIR OFFICE REMODEL EXPANSION PROJECT

REASON FOR CONSIDERATION: Approval of plans, specifications, and authorization to advertise for bid proposals is subject to City Council approval.

BACKGROUND: At the June 18, 2017 City Council meeting, Council adopted the FY 2017–2022 Capital Improvement Program that included the City Hall Office Remodel Expansion Phase 2 Project. Phase 1 of the Project, the Council Chamber Remodel Project, begins August 6, 2019.

The Phase 2 remodel project will include an expansion of the Finance Department office area by enclosing the existing breezeway located between the Youth Center and City Hall buildings. By enclosing the breezeway, staff would have the ability to utilize the available office spaces within the former Police Department building, as well as create additional offices, cubicles, and a conference room. Additionally, enclosing the breezeway will eliminate current disruptive actions by those using it.

The expansion also includes the relocation of the existing Finance Department counter. The new counter is designed to accommodate all patrons, with variable counter heights and glass to create a safety barrier between the public and staff during financial transactions.

The project will ultimately increase the City Hall complex with the construction of 1,250 square feet of new office space. The project will adjoin the two buildings allowing for use of the available office space in the existing building.

FISCAL IMPACT: The Finance Department Remodel Project is entirely funded with Bond Proceeds. The cost of advertising this project should not exceed \$1,500.

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

1. Approve the plans and specifications for the City of Montclair Office Remodel Expansion Project.
2. Authorize staff to advertise for bid proposals for the City of Montclair Office Remodel Expansion Project.



AGENDA REPORT

DATE: AUGUST 5, 2019

FILE I.D.: PDT360

SECTION: ADMIN. REPORTS

DEPT.: POLICE

ITEM NO.: 3

PREPARER: J. MICHEL

SUBJECT: CONSIDER AUTHORIZING A \$17,132 APPROPRIATION FROM THE FEDERAL ASSET FORFEITURE FUND TO PURCHASE WORKSPACE FURNITURE FOR DISPATCH, INTERNET TECHNOLOGY, AND ADMINISTRATION OFFICES IN THE POLICE DEPARTMENT FACILITY

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing a \$17,132 appropriation from the Federal Asset Forfeiture Fund to replace the existing office furniture in the Dispatch Supervisor's Office and Internet Technology (IT) Office, which would provide improved work stations and storage space. Additionally, one storage cabinet would be purchased to improve storage space in one of the Administrative Offices.

BACKGROUND: In 2005-06, the Police Department began the process of finding a vendor to outfit the new police facility with office furniture. GM Business Interiors was selected by the City and offered the most comprehensive package, which included a complete line of Herman Miller office systems furniture. San Bernardino County had already completed a bid process to select office furniture vendors for future County projects. GM Business Interiors was selected and entered into an agreement with the County to provide office systems furniture at deeply discounted prices. Part of the agreement was a participation clause, which allowed the City of Montclair and other municipalities to utilize the agreement to purchase office systems furniture at the discounted rate. This agreement continues to be in effect.

Due to budget constraints at the time, the Dispatch Supervisor and IT workspaces were not included in the design of the new Police Department. The Dispatch Supervisor's workspace is in the process of being converted to a fully operational dispatch console, which will include running multiple independent computer monitors, and being capable of operating the 911 system, answering and routing phone calls, and dispatching units to calls. This will entail the installation of electrical components, equipment, and accessories, which will expand the communication capabilities of the Dispatch Center. The existing workspace would not be able to accommodate the transition. The available workspace for IT is minimal and the existing furnishings are inadequate to maintain the level of work related material that is processed on a daily basis. The current desk space and available storage lacks the practical configuration to facilitate these needs, and maximization of the office space is essential in order to do so.

Additionally, one of the Administration Offices is in need of a vertical cabinet to augment storage space, which was not included in the new Police Department's original outfitting. The additional cabinet will be beneficial and enhance available storage.

The Herman Miller workspace designs offered by GM Business Interiors were researched and determined to be the most viable vendor to facilitate the workspace renovations. They continue to manufacture the same make and style office furniture originally purchased for the new Police Department. The customized desks and overhanging wall and floor cabinets will provide adequate accommodations for the Dispatch Supervisor and IT workspaces by maximizing storage and providing improved workstations. Each workstation will be equipped with electronic desk platforms that raise and lower, providing the option to stand or sit during long work sessions. The same style storage cabinet for the Administrative Office remains available through the Herman Miller line.

FISCAL IMPACT: If authorized by the City Council, funding for the purchase of Herman Miller office furniture for the Dispatch Supervisor, Internet Technology, and Administrative Offices would result in an expenditure of \$17,132 from Federal Asset Forfeiture Treasury Fund (1147).

RECOMMENDATION: Staff recommends the City Council authorize an appropriation of \$17,132 from the Federal Asset Forfeiture Fund to purchase office furniture for the Dispatch Supervisor, Internet Technology, and Administrative Offices at the Police Department Facility.



AGENDA REPORT

DATE: AUGUST 5, 2019

FILE I.D.: PDT405

SECTION: ADMIN. REPORTS

DEPT.: POLICE

ITEM NO.: 4

PREPARER: J. MICHEL

SUBJECT: CONSIDER AUTHORIZING A \$13,170 APPROPRIATION FROM THE FEDERAL ASSET FORFEITURE FUND TO PURCHASE EXTENSIONS, SOFTWARE, AND SUBSCRIPTIONS FOR THE DEPARTMENT'S RECENTLY ACQUIRED LEICA LASER SCANNING FORENSIC MAPPING SYSTEM

REASON FOR CONSIDERATION: The Montclair Police Department processes scenes involving serious injury traffic collisions and major crime scenes utilizing its recently purchased Leica laser scanning forensic mapping system. The acquisition of this equipment did not include the extensions, software, or subscriptions necessary to complete data processing; therefore, the City Council is requested to consider authorizing a \$13,170 appropriation from the Federal Asset Forfeiture Fund to purchase these items.

BACKGROUND: The Department recently acquired a Leica laser scanning device to replace an aging Sokkia Total Station device. The Leica scanner performs the same tasks as the Sokkia Total Station, but is faster, more accurate, and requires less personnel time, which has enhanced the Department's emergency preparedness capabilities. The scans also have vastly enhanced fidelity, taking thousands of still images and stitching them together in one large virtual crime scene. While the Sokkia's practical usefulness was limited to large outdoor crime scenes, such as traffic collisions, the Leica scanner is equally adept at small room scene scans as it is to large outdoor ones. This enhanced capability expands its usefulness to not only the Major Accident Investigation Team but also the Detective Bureau.

When the Leica laser scanning device was originally purchased from Precision Survey Supply, LLC, the acquisition of the device included the base foundation of the IMS software needed to collect the scanned data. The purchase did not however include the required extensions, software, and subscriptions necessary for the Department's officers to expeditiously and efficiently process the collected data crucial to investigations. Currently, the Department relies on Precision Survey Supply, LLC, to assist with processing the collected data and converting the information to a final product depicting a precise, accurate, and realistic overview of scanned scenes. This process unfortunately is tedious and requires coordinating the time for delivery of the collected data to Precision Survey Supply, LLC, and working around outside agency personnel availability.

Precision Survey Supply, LLC, markets IMS MAP360 V2 Point Cloud extension and animation extension software, IMS MAP360 CCP, and subscriptions for IMS MAP360, Cyclone Register 360, and Cyclone Publisher Pro. The MAP360 Point Cloud extension is required for the mapping software to read the point cloud data collected through use of the scanner. The IMS software is needed to create the 2D factual diagram maintained in the point cloud. Included with the MAP360 Point Cloud extension is an IMS animation extension that allows for the animation of objects from within the collected data. The

IMS CCP Core would be necessary to update the Department's base software and to allow the integration of the Point Cloud and Animation extensions. The Cyclone subscription software would be required to allow a server connection in order to process the collected data. The Cyclone Register 360 would give officers the ability to take multiple scans from different positions and register them together to one viewing space, versus having to rely on overlapping the data from each scan individually and adding to the possibility of an increased margin of error. The Cyclone Publisher Pro would allow for the ability of officers to publish 3D diagrams and create animated fly-overs of the data, which would have increased benefits by generating a realistic overview of scanned scenes. The acquisition of these extensions, software, and subscriptions would eliminate the need to rely on Precision Survey Supply, LLC, to complete the data collection process.

FISCAL IMPACT: If authorized by the City Council, funding for the purchase of IMS MAP360 V2 Point Cloud extension and Animation extension software, IMS MAP360 CCP, and subscriptions for IMS MAP360, Cyclone Register 360, and Cyclone Publisher Pro would result in an expenditure of \$13,170 from the Federal Asset Forfeiture Fund (1147). The recurring annual cost of \$5,810 for subscription services would be budgeted for in the City's General Fund, Account No. 1001-4425-52450-400-00000, during Fiscal Year 2020-21.

RECOMMENDATION: Staff recommends the City Council authorize a \$13,170 appropriation from the Federal Asset Forfeiture Fund to purchase extensions, software, and subscriptions for the Leica laser scanning forensic mapping system.



AGENDA REPORT

DATE:	JULY 1, 2019	FILE I.D.:	FIN540
SECTION:	ADMIN. REPORTS	DEPT.:	FINANCE
ITEM NO.:	5	PREPARER:	L. LEW/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 Raft has examined the Warrant Register dated August 5, 2019; and the Payroll Documentation dated July 7, 2019; and recommends their approval.

FISCAL IMPACT: The Warrant Register dated August 5, 2019, totals \$2,489,269.07; and the Payroll Documentation dated July 7, 2019, totals \$609,402.06 gross, with \$425,861.83 net being the total cash disbursement.

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



AGENDA REPORT

DATE:	AUGUST 5, 2019	FILE I.D.:	FWY157/LDA210
SECTION:	AGREEMENTS	DEPT.:	PUBLIC WORKS
ITEM NO.:	1	PREPARER:	N. CASTILLO

SUBJECT: CONSIDER APPROVAL OF AN AMENDMENT TO AGREEMENT NO. 19-25 WITH SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA), A RIGHT-OF-WAY CONTRACT FOR THE PURCHASE OF REAL PROPERTY FROM THE CITY FOR CONSTRUCTION OF THE I-10 CORRIDOR PROJECT, RELATED TO SBCTA'S ELIMINATION OF THE LOCAL GOVERNMENT INCENTIVE PAYMENT PROGRAM

REASON FOR CONSIDERATION: The San Bernardino County Transportation Authority (SBCTA) and the California Department of Transportation (Caltrans) have entered into a cooperative agreement to construct the I-10 Corridor Project. The City owns various properties along the corridor project at six distinct locations that require the purchase of construction easements as well as fee property.

At its meeting of March 18, 2019, the City Council approved Agreement No. 19-25, a right-of-way contract for the purchase of City-owned property for construction of the I-10 corridor project. The SBCTA Board of Directors, at its meeting of June 5, 2019, voted to rescind the Interstate 10 Corridor Contract 1 Project Incentive Payment Program that was a component of Agreement No. 19-25.

The City Council considers amendments to agreements.

BACKGROUND: Agreement No. 19-25 was brought forth and approved by the City Council at its regular meeting on March 18, 2019, and submitted to SBCTA for execution. Prior to its execution by SBCTA, a recommendation was made to the Board at its meeting of June 5, 2019, to reconsider the Agreement's local government incentive payment provision. The provision was designed to function as an economic incentive to encourage participating local agencies (Montclair, Upland and Ontario) to avoid lengthy and costly negotiations by facilitating and accelerating the local approval process related to right-of-way acquisition. All property owners were offered the incentive.

According to SBCTA, incentive payment programs were not traditionally used in relation to right-of-way acquisition with other member agencies, therefore the program is inequitable and should be reconsidered. The Board approved a motion to rescind the incentive payment program offered to Montclair, Ontario and Upland related to right-of-way acquisition. Accordingly, the attached revised Agreement No. 19-25 has been updated to remove the incentive payment program. All other clauses and provisions of the Agreement remain the same.

The proposed Agreement identifies the parcels of interest to the I-10 Corridor Project, and establishes the compensation for said property. SBCTA has entered the final design phase of the project and expects to commence construction in the spring of 2020. There are portions of six City-owned properties being acquired for right-of-way:

- Central Avenue westbound on-ramp — APNs 1008-191-05 and 1008-351-01: A permanent subsurface easement (footing) and a temporary construction easement are needed from the City of Montclair Property (Central Avenue) to provide a work area to reconstruct the City of Montclair storm drain system.
- Freedom Park — APN 1008-332-03: A Partial Fee Acquisition and a Temporary Construction Easement are needed from the City of Montclair Property to accommodate the mainline widening improvements and provide a work area to widen Monte Vista Avenue and Palo Verde Street, construct sidewalks, curb ramps, and traffic signals.
- Flood Channel at Monte Vista Avenue westbound on-ramp — APNs 1009-131-03 and 1009-145-92: Two partial fee acquisitions and a temporary construction easement are needed from the City of Montclair (Flood Channel) to accommodate widening improvements and provide adequate stopping sight distance; and to provide a work area to reconstruct the City of Montclair storm drain system.
- MacArthur Park — APNs 1008-311-06, 1008-311-17, 1008-311-18, and 1008-311-19: A partial fee acquisition, a permanent subsurface easement (footing), a permanent utility easement, and a temporary construction easement are needed from the City of Montclair Property (MacArthur Park) to accommodate widening improvements along the Central Avenue eastbound on-ramp and foundation footing for a soundwall on a retaining wall; and to provide a work area to accommodate the widening improvements.
- Previously Richmond American Homes, west side of Monte Vista Avenue — APN 1009-153-58: A Fee Acquisition and a Temporary Construction Easement are needed from the City of Montclair Property to accommodate and construct widening improvements to provide an exclusive off-ramp right turn lane on the EB Monte Vista off-ramp.
- Previously Richmond American Homes, west side of Monte Vista Avenue — APN 1009-153-60: A Temporary Construction Easement - Footing is needed from the City of Montclair Property to accommodate and construct an exclusive off-ramp right turn lane on the eastbound Monte Vista Avenue off-ramp.

Staff recommends that the City Council execute the attached agreement in an effort to continue to collaborate with our regional partners on this very important project.

FISCAL IMPACT: The agreement with SBCTA is for \$474,688, which will be paid by SBCTA to the City of Montclair. Removal of the Incentive Payment Program for Agreement No. 19-25 represents a loss of approximately \$100,000 to the City's General Fund.

RECOMMENDATION: Staff recommends that the City Council approve an amendment to Agreement No. 19-25 with San Bernardino County Transportation Authority (SBCTA), a right-of-way contract for the purchase of real property from the City for construction of the I-10 Corridor Project, related to SBCTA's elimination of the Local Government Incentive Payment Program.

RIGHT OF WAY CONTRACT

RW 8-3 (Rev. 6/95)

District	County	Route	P.M. (KP)	E. A.	Fed. Ref.	Name	APN
8	SB	10	0.606, 0.620, 0.655, 0.727, 1.355-1.426, 1.171	OC 251	STPN-6053(130)	CITY OF MONTCLAIR, A MUNICIPAL CORPORATION	1008-191-05 1008-351-01 1008-332-03 1009-145-92 1008-311-06 1008-311-17 1008-311-18 1008-311-19 1009-153-58 1009-153-60

CITY OF MONTCLAIR, A MUNICIPAL CORPORATION

Grantor

RIGHT-OF-WAY CONTRACT -- STATE HIGHWAY

The City of Montclair (hereinafter, "Grantor"), owns the properties in the County of San Bernardino, Assessor Parcel Number ("APN") 1008-191-05, 1008-351-01, 1008-332-03, 1009-145-92, 1009-131-03, 1008-311-06, 1008-311-17, 1008-311-18, 1008-311-19, 1009-153-58, and 1009-153-60 (the "Properties"). San Bernardino County Transportation Authority ("SBCTA") needs property interests in each of the Properties for construction of the I-10 Corridor Contract 1 Project, a public project that includes mainline widening, auxiliary lane and structure improvements and the reconstruction of or modifications to interchange ramps and local arterials necessary to accommodate the installation of two Express Lanes in each direction from the Los Angeles/San Bernardino County Line to the I-10/15 Interchange (the "Project"). The following deeds to SBCTA have been executed and delivered to Janet Parks, Right-of-Way Agent for Overland, Pacific & Cutler, LLC, agent for SBCTA:

- A Permanent Subsurface Easement (Footing) Deed pertaining to APNs 1008-191-05 and 1008-351-01 (Exhibit "1");
- A Temporary Construction Easement Deed pertaining to APNs 1008-191-05 and 1008-351-01 (Exhibit "2");
- A Grant Deed pertaining to APN 1008-332-03 (Exhibit "3");
- A Temporary Construction Easement Deed pertaining to APN 1008-332-03 (Exhibit "4");
- Two Grant Deeds pertaining to APN 1009-145-92 (Exhibit "5" & "6");
- A Temporary Construction Easement Deed pertaining to APN 1009-145-92 and APN 1009-131-03 (Exhibit "7");
- A Grant Deed pertaining to APNs 1008-311-06, 17, 18 & 19 (Exhibit "8");
- A Permanent Subsurface Easement (Footing) Deed pertaining to APNs 1008-311-06, 17, 18 & 19 (Exhibit "9");
- A Temporary Construction Easement Deed pertaining to APNs 1008-311-06, 17, 18 & 19 (Exhibit "10");
- A Permanent Utility Easement Deed pertaining to APN 1008-311-06 (Exhibit "11");
- A Grant Deed pertaining to APN 1009-153-58 (Exhibit "12");
- A Temporary Construction Easement Deed pertaining to APN 1009-153-58 (Exhibit "13"); and
- A Temporary Construction Easement Deed pertaining to APN 1009-153-60 (Exhibit "14").

The property interests described and depicted in Exhibits "1" through "14" shall hereinafter collectively be referred to as the "Property Interests".

RIGHT OF WAY CONTRACT

RW 8-3 (Rev. 6/95)

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement ("Agreement"). The performance of this Agreement constitutes the entire consideration and shall relieve SBCTA of all further obligations or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
 - (B) SBCTA requires said Property Interests described in Exhibits "1" through "14" for the Project, a public use for which SBCTA has the authority to exercise the power of eminent domain. This Right-of-Way Contract is executed under the threat of eminent domain.
 - (C) Both Grantor and SBCTA recognize the expense, time, effort, and risk to both parties in determining the compensation for the Property Interests by eminent domain litigation. The compensation set forth herein for the Property Interests is in compromise and settlement, in lieu of such litigation.
 - (D) It is agreed that SBCTA may open an escrow in accordance with this Agreement at an escrow company of SBCTA's choice ("Escrow Agent"). This Agreement constitutes the joint escrow instructions of SBCTA and Grantor, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to perform all acts reasonably necessary to close this escrow within sixty (60) days following the opening of escrow.
2. (A) SBCTA shall pay the undersigned Grantor the sum of FOUR HUNDRED SEVENTY-FOUR THOUSAND SIX HUNDRED AND EIGHTY-EIGHT DOLLARS and NO CENTS (\$474,688.00) for the Property Interests conveyed by Exhibits "1" to "14" when title to said Property Interests vests in SBCTA free and clear of all liens, deeds of trusts, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:
 - i. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - ii. Covenants, conditions, restrictions and reservations of record as contained in the title reports for the Properties.
 - iii. Easements or rights-of-way over said land for public or quasi-public utility or public street purposes, if any.
 - (B) It is agreed by and between the parties hereto that the amount in Clause 2(A) above includes the sum of ZERO DOLLARS and NO CENTS (\$00.00) as an incentive to the Grantor for the timely signing of this Agreement. It is understood and agreed that the amount in Clause 2(A) includes the sum of Six Hundred Thirty-Eight Dollars and No Cents (\$638.00) as compensation for the additional 22 square feet needed to be acquired from APN 1008-332-03 in fee, as described in Exhibit "3."
 - (C) SBCTA shall pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by SBCTA, the premium charged therefore. Due to SBCTA's status as a public agency, no recording fees will be payable (pursuant to Government Code Section 27383) and no documentary tax will be payable (pursuant to Revenue & Taxation Code Section 11922). This transaction may be handled through an external escrow with Commonwealth Land Title Company or another selected escrow company.
 - (D) SBCTA shall have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.
3. FULL AND COMPLETE SETTLEMENT. Grantor hereby acknowledges that it is the sole and lawful owner of the Properties and the compensation paid to Grantor through this Agreement constitutes the full and complete

RIGHT OF WAY CONTRACT

RW 8-3 (Rev. 6/95)

settlement of any and all claims against SBCTA, the City of Upland, the City of Ontario, and the State of California, Department of Transportation (hereinafter "Releasees") by reason of the Project and/or acquisition of the Property Interests, including, but not limited to, any and all rights or claims that Grantor had, currently has, or may in the future have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation, except as provided herein. Grantor, on behalf of itself and its successors and assigns, further knowingly and voluntarily waives and expressly releases and discharges Releasees and any and all of Releasees' employees, agents, officers, servants, representatives, contractors, attorneys, partner agencies and assigns, from liability in regard to any claims for the following: pre-condemnation damages, inverse condemnation, lost business goodwill, lost profits, lost rents, severance damages, mitigation damages, curative costs, landscaping, compensation for the construction and use of the Project in the manner proposed, damage to or loss of improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property, interest, any right to repurchase, leaseback, or receive any financial gain from, the sale of any portion of the Property Interests, any right to challenge the adoption of a resolution of necessity, any right to receive any notices pursuant to Code of Civil Procedure section 1245.235, any right to enforce any obligation pursuant to the Eminent Domain Law, any other rights conferred upon Grantor pursuant to the Eminent Domain Law, and claims for litigation expenses, attorney's fees, statutory interest and/or costs. Grantor further consents to the dismissal of any Eminent Domain proceeding that is filed pertaining to the Property Interests and further waives all attorney's fees, costs, claims to money on deposit, disbursements and expenses in connection with the dismissal of said proceeding.

4. The parties intend that this Agreement will result in a full, complete and final resolution and settlement of any and all claims, causes of action or disputes which exist, or may exist, between them as to the acquisition, possession and/or use of the Property Interests, except as expressly provided herein. It is therefore understood that the waiver, under this Agreement, of any rights, damages, compensation or benefits to which Grantor is, or may be, entitled is intended to be full and complete. Accordingly, except as provided herein:
 - (A) Pursuant to the releases set forth in this Agreement, Grantor specifically waives the provision of section 1542 of the Civil Code of the State of California which provides:

"A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."
 - (B) Grantor represents and warrants that it understands the effect of this waiver of section 1542 and has had the opportunity to discuss the effect of this waiver with counsel of its choice.
5. Any monies payable under this Agreement up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said deed(s) of trust or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) are to furnish Grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
6. Grantor represents and warrants that it is the fee simple owner of the Properties and that it has the right to convey the Property Interests. Grantor will defend and indemnify SBCTA, its successors and/or assigns if it turns out that a claim is made or legal action is filed against SBCTA, its successors and/or assigns by someone claiming a legal interest in or right to the Properties, or any portion thereof. Grantor represents and warrants that it will defend and indemnify SBCTA, its successors and/or assigns in the amount of any due and unpaid real property taxes, assessments, liens and any penalties and delinquencies on the Properties. Grantor represents and warrants that it has made no assignment of any interest in the Properties.
7. Grantor acknowledges that there are tenants on some of the Properties. Grantor agrees to hold SBCTA harmless and reimburse SBCTA for any and all of its losses and expenses occasioned by reason of any lease of any of said Properties held by any tenant of Grantor for a period exceeding one month. Grantor acknowledges that a general

RIGHT OF WAY CONTRACT

RW 8-3 (Rev. 6/95)

release or quitclaim deed will be required from any lessee regarding the disclaimer of the tenants' interests in the amount payable under Clause 2(A) above. Said general releases or quitclaim deeds are to be provided by Grantor, prior to the close of escrow. The provisions of this paragraph shall apply to current leases on the Properties as well as future leases, if any, that are entered into after the execution of this Agreement.

8. It is understood and agreed by and between the parties hereto that included in the amount payable under Clause 2(A) above is payment in full to compensate Grantor for the purchase of the following improvements, including but not limited to: 155 square feet of rebar-reinforced concrete paving within APN 1009-145-92 & 1009-131-03; shrubby landscaping and 5 trees on APN 1008-191-05 & 1008-351-01; small/medium shrubs on APN 1009-153-58; and 17,200 sq. ft. of irrigated grass landscaping, 300 wall vine coverings, 3 small trees and 1 large tree within APN 1008-311-06, 1008-311-17, and 1008-311-18; 180 square feet of asphalt paving, 14 linear feet of concrete curbing, 90 square feet of concrete ramp with railing, 1 single pole light standard, restriping of 13 parking spaces, 3,650 square feet of hedge and shrubby landscaping, 3 15 foot high trees, 2 25 foot high palm trees within APN 1008-332-03.
9. It is understood and agreed by and between the parties hereto that the following improvements within the Property Interests will be protected in place: the existing flood control channel on APN 1009-145-92 & 1009-131-03 and the subsurface storm drain on APN 1008-191-05 & 1008-351-01; Freedom Plaza monument on APN 1008-332-03. It is further understood and agreed to by and between the parties that SBCTA will reconfigure/reconstruct the Freedom Plaza monument area improvements, in collaboration with the City, as needed to meet the Project's requirements.

It is further understood and agreed by and between the parties hereto that included in the amount payable under Clause 2(A) above is payment in full to compensate Grantor for the readjustment or reconfiguration of sprinkler heads/irrigation, if any, which will be necessary to accommodate the Project.

10. SBCTA shall not take actual/physical possession of the Property Interests until thirty (30) day advance notice by SBCTA or SBCTA's contractor is given to Grantor of SBCTA's taking actual/physical possession of the Property Interests. Prior to SBCTA's actual/physical possession of the Property Interests, Grantor agrees to hold harmless, defend and indemnify SBCTA its officers, directors, employees and agents against any and all claims including property damage or injuries resulting from the use of the area within the Property Interests by Grantor and/or Grantor's guests, invitees, or any other person. SBCTA shall not be deemed to have control of the Property Interests nor duty to maintain the Property Interests in a safe condition prior to the time SBCTA or SBCTA's contractor take actual/physical possession of the Property Interests.

Grantor agrees to name SBCTA as an additional insured under its current insurance policy. Grantor further agrees to notify SBCTA in writing within thirty (30) days of any potential claim relating to the area within the Property Interests prior to SBCTA taking actual/physical possession of the Property Interests.

11. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the Property Interests by SBCTA, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2(A) above are deposited into the escrow controlling this transaction. The amount shown in Clause 2(A) above includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
12. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all past, present, and/or future damages which have accrued or may accrue to Grantor's remaining property by reason of its severance from the Property Interests conveyed herein and the construction and use of the proposed Project, including, but not limited to, any expense which Grantor may incur in restoring the utility of the remaining property. This release is not intended to extend to unanticipated physical damage caused by construction.
13. It is agreed between the parties hereto that SBCTA is not assuming responsibility for payment or subsequent cancellation of unpaid assessments on Property Interests acquired under this transaction. Said assessments include but are not limited to any assessments listed in the title reports for the Properties. Grantor acknowledges that it has received

RIGHT OF WAY CONTRACT

RW 8-3 (Rev. 6/95)

and reviewed the Preliminary Title Reports for the Properties. The assessments remain the obligation of Grantor. Payment for the Property Interests acquired under this transaction is made upon the basis that the Grantor retains its obligation to the levying body respecting said assessments. The Property Interests acquired under this transaction are to be free and clear of any liens, bonds and/or assessments at the close of escrow.

- 14. The Temporary Construction Easements described in Exhibit 2, 4, 7, 10, 13, and 14 shall be for the same period of sixty (60) months ("TCE Term"). The TCE Term shall commence upon the date the amount of funds specified in Clause 2(A) above are deposited into the escrow controlling this transaction.

The actual/physical construction activities within the TCE areas shall be limited as follows:

- The actual/physical construction activities within the TCE area described in Exhibit 2 shall be limited to a period of twelve (12) months (the "TCE 1 Construction Period").
- The actual/physical construction activities within the TCE area described in Exhibit 4 shall be limited to a period of twelve (12) months (the "TCE 2 Construction Period").
- The actual/physical construction activities within the TCE area described in Exhibit 7 shall be limited to a period of twelve (12) months (the "TCE 3 Construction Period").
- The actual/physical construction activities within the TCE area described in Exhibit 10 shall be limited to a period of eighteen (18) months (the "TCE 4 Construction Period").
- The actual/physical construction activities within the TCE area described in Exhibit 13 shall be limited to a period of six (6) months (the "TCE 5 Construction Period").
- The actual/physical construction activities within the TCE area described in Exhibit 14 shall be limited to a period of six (6) months (the "TCE 6 Construction Period").

SBCTA or SBCTA's contractor shall provide thirty (30)-days written notice as to the beginning date of the TCE 1 Construction Period, TCE 2 Construction Period, TCE 3 Construction Period, TCE 4 Construction Period, TCE 5 Construction Period, and TCE 6 Construction Period, which may have different beginning dates.

Grantor agrees to keep the Property Interests free and clear of all materials, shrubbery, crops, improvements, personal property and debris. Grantor agrees that any materials, shrubbery, crops, improvements, personal property and debris within the Property Interests that remains may be removed by SBCTA and/or its contractor. Grantor further agrees that the cost of removal of any materials, shrubbery, crops, improvements, personal property or debris that are installed on the Property Interests shall be the sole responsibility of Grantor.

- 15. Any notice either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by registered or certified mail, return receipt requested. If by mail, service shall be deemed to have been received by such party at the time the notice is delivered to the following addresses:

To Grantor:
 CITY OF MONTCLAIR
 5111 Benito St., Montclair, CA 91763
 Attn: Noel Castillo, P.E.
 Public Works Director / City Engineer

To SBCTA:
 1170 W. 3rd Street, 2nd Floor
 San Bernardino, CA 92410-1715
 Attn: Paula Beauchamp
 Director of Project Delivery

With a copy to:
 Woodruff, Spradlin & Smart
 555 Anton Boulevard, Suite 1200
 Costa Mesa, CA 92626
 Attn: Craig Farrington/Alyson Suh

RIGHT OF WAY CONTRACT

RW 8-3 (Rev. 6/95)

16. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, subsequent purchasers, successors, and/or assignees. SBCTA may freely assign any or all of its interests or rights under this Agreement.
17. Grantor represents and warrants that during the period of Grantor's ownership of the Properties, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under any of the Properties. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes on, from, or under any of the Properties which may have occurred prior to Grantor taking title to the Properties.

The acquisition price of the Property Interests being acquired in this transaction reflects the full and complete settlement of the Property Interests without the presence of contamination. If the Property Interests being acquired are found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, SBCTA may elect to recover its clean-up costs from those who caused or contributed to the contamination including, but not limited to, Grantor.

18. It is understood and agreed that the fully executed Grant Deeds, Permanent Subsurface Easement Deeds, Permanent Utility Easement Deeds, and Temporary Construction Easement Deeds may be recorded in the Recorder's Office for the County of San Bernardino.
19. SBCTA reserves the right to cancel escrow and terminate this Agreement if at any time SBCTA determines that the Property Interests are no longer needed for the Project.
20. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and may not be modified except by an instrument in writing signed by the party to be bound thereby.
21. If any term or provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.
22. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.
23. This Agreement may be executed in counterparts, including by facsimile and/or e-mail, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS*

RIGHT OF WAY CONTRACT

RW 8-3 (Rev. 6/95)

In Witness Whereof, the Parties vested have executed this Agreement the day and year set forth below.

THE CITY OF MONTCLAIR

By: _____

Name: _____

Its: _____

Date: _____

By: _____

Name: _____

Its: _____

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATION
AUTHORITY (SBCTA)

APPROVED AS TO FORM:

By: _____
Raymond W. Wolfe, PhD
Executive Director

By: _____
Craig Farrington/Alyson Suh
Attorneys for San Bernardino County
Transportation Authority

Date: _____



AGENDA REPORT

DATE:	AUGUST 5, 2019	FILE I.D.:	HSV043
SECTION:	AGREEMENTS	DEPT.:	HUMAN SVCS.
ITEM NO.:	2	PREPARER:	A. COLUNGA
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 19-70 WITH SUZANNE YOAKUM TO PROVIDE CASE MANAGEMENT SERVICES		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 19-70 for contracted services with Suzanne Yoakum to provide case management services.

BACKGROUND: Case Management is a component of the Healthy Montclair initiative; the purpose of the Healthy Montclair Initiative is to achieve an excellence in quality of life for those who live, work, play, eat and shop in Montclair. The City of Montclair was one of the first cities in California to be designated a Healthy City from California Healthy Cities and Communities, an initiative of Center for Civic partnerships in 1998. In addition, in 2006 the City of Montclair was a founding member of the San Bernardino County Department of Public Health's countywide Healthy Communities initiative. Since this time, the Healthy Montclair Initiative has flourished. Healthy Montclair defines health as a state of complete physical, mental and social wellbeing and not merely the absence of disease or infirmity.

The Human Services Department provides case management services under the Senior programs offered at the Montclair Senior Center. Ms. Yoakum has performed these case management services at the Senior Center for many years. In addition, Ms. Yoakum has extensive experience working in the social services field as well as being an educator in gerontology and a board member of local senior-serving non-profits. Under this proposed contract services agreement, in her role as case manager stationed in the Senior Center, she will assist in guiding individuals and families to attain financial stability, including basic needs, sustaining safe housing, and moving toward more self-sufficient circumstances.

FISCAL IMPACT: Should the City Council approve proposed Agreement No. 19-70, \$2,000 in grant funds will be utilized, and no direct impact to the general fund is expected. The term of Agreement No. 19-70 is July 1, 2019 through June 30, 2020.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 19-70 with Suzanne Yoakum to provide case management services.

CITY OF MONTCLAIR

AGREEMENT FOR CONSULTANT SERVICES

HUMAN SERVICES - PROGRAM FISCAL AND CONTRACT COMPLIANCE

THIS AGREEMENT is made and effective as of July 1, 2019 between the City of Montclair, a municipal corporation ("City") and Suzanne Yoakum, a California sole proprietor ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on July 1, 2019 and shall remain and continue in effect for a period of 12 months until tasks described herein are completed, but in no event later than June 30, 2020 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. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, 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.

4. **CITY MANAGEMENT**

City's Human Services Director shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to Consultant. City's Human Services Director 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. This amount is subject to receipt of grant funding and shall not exceed \$2,000 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 ten percent (10%) of the amount of the Agreement. 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 by program. Invoices shall be submitted on or about the first 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.

(d) Consultant agrees that, in no event shall City be required to pay to Consultant any sum in excess of ninety-five percent (95%) of the maximum payable hereunder prior to receipt by City of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to City. Final payments shall be made no later than sixty (60) days after presentation of final documents and acceptance thereof by City.

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 of value to the City. 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 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. 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) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and

all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant. Said indemnification shall include any claim that Consultant, or Consultant's employees or agents, are considered to be employees of the City or are entitled to any employee benefits from City, including but not limited to those available under Public Employees Retirement Law.

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

10. INSURANCE

(a) **Types of Required Coverages**

Without limiting the indemnity provisions of the Contract, the 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) **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 \$100,000 for bodily injury and property damage, each accident. If Consultant owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and

4 of 11

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

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

(b) Endorsements

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

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

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

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
 2. Exclude "Contractual Liability"
 3. Restrict coverage to the "Sole" liability of consultant
 4. Exclude "Third-Party-Over Actions"
 5. Contain any other exclusion contrary to the Contract)
- (2) The policy or policies of insurance required by Section (a)(2) Workers' Compensation shall be endorsed, as follows:

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

(c) Notice of Cancellation

Required insurance policies shall not be 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.

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, or liability whatever against City, or bind City in any manner.

(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.

(c) 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.

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: Marcia Richter
Director of Human Services
City of Montclair
5111 Benito Street
Montclair, CA 91763

To Consultant: Sue Yoakum
1400 W. Francis Avenue
Ontario, CA 91762

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Suzanne Yoakum, shall perform the services described in this Agreement.

Consultant's responsible employee may use assistants, under his direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of the responsible employee from Consultant's employ. Should he leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

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

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. 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.

22. 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.

23. 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.

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: _____
Mayor

By: _____
Suzanne Yoakum, Consultant

Attest:

By: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

EXHIBIT A

During the term of this Agreement and in accordance with Section 2, **CONSULTANT** shall provide the services described below:

- a) Share technical expertise and provide guidance to the Human Services staff on senior needs.
- b) Provide case management to assist seniors and individuals and families in attaining financial stability including basic needs, sustaining safe housing, and moving toward more self-sufficient circumstances. In addition, provide case management to those with more complex needs referred by Human Services Department Staff.
- c) Service at least 50 case management clients
- d) Collect and maintain required paperwork, as determined by Human Services Department Staff.
- e) Assist with compiling information and reporting case management information as required.
- f) Provide monthly invoices by the 5th of the following month to Alyssa Colunga, Administrative Analyst acolunga@cityofmontclair.org along with a written accounting and confirmation of tasks performed each month.

EXHIBIT B

Payment Schedule – Fiscal Year 2019/2020

Month	Amount
July 2019	\$170.00
August 2019	\$170.00
September 2019	\$170.00
October 2019	\$170.00
November 2019	\$170.00
December 2019	\$170.00
January 2020	\$170.00
February 2020	\$170.00
March 2020	\$160.00
April 2020	\$160.00
May 2020	\$160.00
June 2020	\$160.00
Total	\$2,000.00



AGENDA REPORT

DATE:	AUGUST 5, 2019	FILE I.D.:	HSV043
SECTION:	AGREEMENTS	DEPT.:	HUMAN SVCS.
ITEM NO.:	3	PREPARER:	A. COLUNGA
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 19-71 WITH AZUSA PACIFIC UNIVERSITY TO IMPLEMENT A CLINICAL FIELD EXPERIENCE PROGRAM AT THE MONTCLAIR MEDICAL CLINIC		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 19-71 with Azusa Pacific University (APU) to implement a clinical field experience program at the Montclair Medical Clinic.

BACKGROUND: The Montclair Medical Clinic is a component of the Healthy Montclair initiative; the purpose of the Healthy Montclair Initiative is to achieve an excellence in quality of life for those who live, work, play, eat and shop in Montclair. The City of Montclair was one of the first cities in California to be designated a Healthy City from California Healthy Cities and Communities, an initiative of Center for Civic partnerships in 1998. In addition, in 2006 the City of Montclair was a founding member of the San Bernardino County Department of Public Health's countywide Healthy Communities initiative. Since this time, the Healthy Montclair Initiative has flourished. Healthy Montclair defines health as a state of complete physical, mental and social wellbeing and not merely the absence of disease or infirmity.

Since 1978, the Montclair Medical Clinic has served the community by offering physical examinations, general family practice care, immunizations, referral for low-cost laboratory, radiology and mammogram services, medication prescriptions, and limited gynecological services. The Montclair Medical Clinic was housed in the Recreation Center for over 30 years and in early 2017 the clinic was moved to a new location inside the Montclair Community Health Center building at 5050 San Bernardino Road. Dr. James Lally serves as the volunteer Medical Director and owns the newly renovated building.

If agreement 19-71 is approved, APU school of nursing will implement a clinical field experience program for APU nursing students at the Montclair Medical Clinic which will allow students an opportunity for community experience while working with other programs at the Medical Clinic such as health assessments, immunizations and health education.

FISCAL IMPACT: Should the City Council approve proposed Agreement No. 19-71, no direct impact to the general fund is expected. The term of Agreement No. 19-71 is July 1, 2019 through June 30, 2022.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 19-71 with Azusa Pacific University to implement a clinical field experience program at the Montclair Medical Clinic.

AZUSA PACIFIC UNIVERSITY
SCHOOL OF NURSING
and

CITY OF MONTCLAIR

Azusa Pacific University, domiciled in the City of Azusa, State of California (hereinafter called “UNIVERSITY”) and City of Montclair domiciled in the City of Montclair, State of California (hereinafter called “FACILITY”), hereby agree:

RECITALS

UNIVERSITY is an institution of higher learning, which presently offers Bachelor’s, Master’s and Doctorate Degrees in various disciplines, fully accredited by the Western Association of School and Colleges, and the Commission on Collegiate Nursing Education (CCNE). FACILITY is an institution, which offers health services and facilities, and maintains appropriate state licensure.

UNIVERSITY and FACILITY desire to assist and cooperate with each other in providing instruction and clinical experience to students of nursing, which leads to the awarding of elective credit toward a Bachelor’s, Master’s or Doctorate degree, and/or continuing education units, from Azusa Pacific University.

UNIVERSITY has determined that its utilization of FACILITY comports with the requirements of section 1427 of title 16 of the California Code of Regulations.

TERMS OF AGREEMENT

1. ACCREDITATION:

FACILITY shall undertake to maintain standards of care and all other requirements necessary to insure continued Medi-Cal and/or Medicare certification and appropriate state licensure. It is recognized that UNIVERSITY is under the jurisdiction of various accrediting agencies with whose standards it must comply if UNIVERSITY is to maintain accreditation, and it is therefore agreed that UNIVERSITY will administer the Degree Program, and that UNIVERSITY will prescribe curriculum and courses of study. It is agreed that the Program is

the responsibility of UNIVERSITY, and that UNIVERSITY is in authority of the administration of the same. UNIVERSITY personnel recognize the responsibility to plan and work collaboratively and cooperatively with FACILITY, in providing student learning and patient care. Appropriate representatives of UNIVERSITY and FACILITY will meet as needed for the purpose of interpreting, discussing and evaluating students' clinical experience at the FACILITY.

Upon failure of either party to this AGREEMENT to obtain or maintain its certification or accreditation, the party hereto which has certification or accreditation, at its election, may terminate this AGREEMENT at the end of the academic year of the UNIVERSITY by giving at least one semester's written notice thereof to the party that does not have its said certification or accreditation and thereupon, this AGREEMENT shall terminate without further liability hereunder by either party to the other, except as provided for in Section 7 of this AGREEMENT. The term semester as used herein, means one half of a regular school year as now conducted by UNIVERSITY or its then equivalent.

2. TRANSPORTATION OF NURSING STUDENTS BETWEEN UNIVERSITY AND FACILITY:

Neither UNIVERSITY nor FACILITY will provide transportation for nursing students between campus of UNIVERSITY and FACILITY. Each nursing student shall be responsible for his or her transportation between UNIVERSITY campus and FACILITY.

3. INSURANCE:

(a) Worker's Compensation Insurance and Employer's Liability Insurance: FACILITY shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees. UNIVERSITY shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees and students.

(b) Professional Liability Insurance: FACILITY shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees and agents. UNIVERSITY shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in

the aggregate, for its employees, agents, and students.

- (c) General Liability Insurance: FACILITY shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees and agents. UNIVERSITY shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees, agents, and students.
- (d) UNIVERSITY maintains proof of all insurance coverage and will provide said proof to FACILITY upon request. Further, in the event of any modification, termination, expiration, non-renewal or cancellation of any insurance coverage required by this Agreement, UNIVERSITY shall give written notice thereof to FACILITY not more than ten (10) days following the date of UNIVERSITY'S receipt of such notification.
- (e) FACILITY maintains proof of all insurance coverage and will provide said proof to UNIVERSITY upon request.

4. CONFIDENTIALITY:

All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the FACILITY or the project shall remain strictly confidential and shall not be disclosed without consent of the FACILITY.

The University shall notify students that they are responsible for respecting and maintaining the confidentiality of all Health Information with respect to all patients of the FACILITY, including without limitation, all Health Information regarding a patient's: 1) Medical treatment and condition; 2) Psychiatric and Mental Health; and 3) Substance abuse and Chemical dependency, which the student may receive pursuant to this Agreement. The student agrees to comply with the terms and conditions of the: (i) Confidentiality of Medical Information Act of 1981, California Civil Code Section 56 et seq. (General Patient Medical Records); (ii) California Welfare & Institutions Code §5328.6 and §5328.7 (Mental Health Records); and (iii) 42 U.S.C. §§290dd-2; (iv) Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Regulations promulgated thereunder (42 U.S.C. Sections 1320d-2 and 1320d-4; 45 C.F.R. Subtitle A, Subchapter C, Parts 160 – 164), as amended from time to time.

5. STUDENT AGENCY ASSIGNMENT:

The assignment of nursing students within the FACILITY shall be made by the UNIVERSITY, or UNIVERSITY faculty assigned to the facility (if any), in accordance with students' educational needs as determined by the curriculum of the UNIVERSITY'S program. Physical facilities of FACILITY for such assignments will be made available therefore by FACILITY, and FACILITY will adhere to the placement objectives set forth by the UNIVERSITY.

- The student will be officially enrolled in a nursing course of study at Azusa Pacific University.
- The student will work with a FACILITY preceptor(s) agreed upon by FACILITY, UNIVERSITY and student.
- The UNIVERSITY and/or student will prepare objectives for the clinical experience with the approval of UNIVERSITY faculty and FACILITY preceptor(s), and FACILITY'S preceptor(s) shall instruct students in their clinical training at FACILITY in accordance with those objectives.
- The clinical hours to meet the student's learning needs will be jointly arranged by the UNIVERSITY, FACILITY, and student.
- Student evaluations will be the responsibility of the UNIVERSITY faculty with input from the FACILITY preceptor(s).
- The student will meet all time obligations or otherwise notify the FACILITY preceptor(s) of alterations in advance.
- The UNIVERSITY shall notify students that they are responsible for following the internal protocols, policies, procedures, rules and regulations established by FACILITY; and all requirements of the Joint Commission on Accreditation of Healthcare Organizations ("Joint Commission" or "JCAHO"), as may be revised from time to time.

6. RESERVATION OF RIGHTS:

FACILITY reserves the right for its Administrator to exercise exclusive control over the administration, operation, maintenance and management of FACILITY, and faculty and students

while students are in residence at the FACILITY and subject thereto. UNIVERSITY reserves the right to exercise control and supervision over the operation, curriculum, faculty and students of the School of Nursing within the prescribed framework.

7. TERMINATION AND TERM LENGTH OF THIS AGREEMENT:

The AGREEMENT may be terminated by either party thereto by delivery of thirty (30) days prior written notice of termination to the other party hereof, and delivery of a copy of said notice to the Board of Directors or Trustees, or the organization having jurisdiction over either of the parties hereto, or of which either party hereto is a member, and whose laws, rules or regulations require that such notice be given to such Board or organization. In the event such notice of termination is given for any reason including for loss of certification or accreditation as provided for in Section 1 hereof, the UNIVERSITY and FACILITY will continue to discharge their obligations as expressed herein to each other as to the nursing students then enrolled. This AGREEMENT is for the term of three (3) years, unless earlier terminated pursuant to the terms of this Agreement.

8. MISCELLANEOUS:

- (a) Patient Care: The FACILITY shall remain in charge of and provide appropriate supervisory personnel for patient care. FACILITY is at all times responsible for care and supervision of its patients, and FACILITY warrants that FACILITY has adequate staffing to ensure safe and continuous health care services to FACILITY'S patients, and that students shall not be substituted for FACILITY staff necessary for reasonable coverage.
- (b) Orientation: The FACILITY will provide for the UNIVERSITY and its nursing students and faculty appropriate orientation prior to and, if required, during each semester. Orientation shall include familiarization with relevant FACILITY purpose, policies, procedures and facilities.
- (c) Hepatitis B: UNIVERSITY requires the hepatitis B vaccine and vaccination series for all of its health care students who have occupational exposure. UNIVERSITY also follows up with all students who have had an exposure incident at no cost to them, once the student has received the required training and within ten working days of

initial assignment. All students are assured that if the hepatitis B vaccination has previously been declined (for which a signed declaration has been obtained) that the vaccination series is still available to such student.

- (d) Universal Precautions: The UNIVERSITY nursing curriculum contains Universal Precautionary Practices, which include a general explanation of the epidemiology and systems of blood borne disease, modes of transmission, and information on the hepatitis B vaccination, as well as other pertinent information.
- (e) Health Clearance: The UNIVERSITY assumes responsibility for maintaining a current (within a year) certification of health clearance, including verification of a titer test proving immunity to rubella and measles or proof of two (2) immunizations, Quantiferon Gold or two-step PPD Test followed by annual renewals or chest x-ray and tuberculosis questionnaire showing no active tuberculosis, two (2) immunizations or positive titer for Varicella-zoster virus (chicken pox), proof of immunization, three (3)-series, against hepatitis B (heptavac) or positive titer, and evidence of a Tetanus, Diphtheria, Pertussis, (Tdap) vaccination. UNIVERSITY shall ensure compliance with this Paragraph and shall maintain files of all health examinations of students assigned to FACILITY.
- (f) Background Check: The UNIVERSITY shall require each assigned student to submit to a complete background check as a condition of participation in the Program. The background check will be considered “completed” if it includes all of the following elements: (1) 7 year criminal background check in current and previous counties of residence and employment; (2) confirmation that the assigned student is not listed as sexual offender and, if requested by the FACILITY, in any child abuse registry; (3) evidence that the assigned student is eligible to participate in all federal and state health programs and verification that the student is not on the OIG or GSA exclusion list.

9. MUTUAL INDEMNIFICATION:

- (a) UNIVERSITY shall indemnify, save and hold harmless FACILITY, its officers, directors, agents and employees from and against all obligations, claims and liabilities

of any kind under state or federal law (including costs and attorneys fees) that may arise out of negligent acts or omissions of UNIVERSITY officers, directors, agents, students, and employees during the course and scope of a UNIVERSITY's student's clinical training.

- (b) FACILITY shall indemnify, save and hold harmless UNIVERSITY, its officers, directors, agents and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorneys fees) that may arise out of negligent acts or omissions of FACILITY officers, directors, agents or employees during the course and scope of a UNIVERSITY's student's clinical training.

10. AMENDMENTS:

This AGREEMENT and each of their terms and provision hereof may be amended from time to time by the parties hereto by written amendment only and executed by the parties hereto.

11. STATUS OF STUDENTS: The employment status of students and the responsibility for insurance coverage for student activities depends upon the status of the students as set forth below:

(a) **Students Participating in Unpaid Internship not at Student's Place of**

Employment: It is understood by the parties that the UNIVERSITY's students are fulfilling specific requirements for clinical experiences as part of a degree requirement, and therefore, the UNIVERSITY's students do not thereby become employees or agents of UNIVERSITY by virtue of their clinical training. The UNIVERSITY shall be responsible for providing general liability, professional liability, and workers' compensation coverage for such students, pursuant to Section 3 (Insurance) of this Agreement.

(b) **Students Participating in Unpaid Internship at Student's Place of**

Employment: It is understood by the parties that the UNIVERSITY and FACILITY shall keep the clinical training and work duties of the UNIVERSITY's students strictly separate. The UNIVERSITY shall be responsible for providing general liability, professional liability, and workers' compensation coverage for such students' clinical

training, pursuant to Section 3 (Insurance) of this Agreement, and the FACILITY shall be responsible for providing insurance coverage for such students' activities as an employee. UNIVERSITY and FACILITY acknowledge and agree that as of the date of this Agreement, there are no students employed by FACILITY at this time, and the parties do not anticipate that any students will be employed by FACILITY during the term of this Agreement.

- (c) **Students Participating in Paid Internship:** If the UNIVERSITY's students are provided with a nominal stipend from the FACILITY intended to reimburse them for estimated expenses related to their clinical training, the UNIVERSITY's students do not thereby become employees or agents of FACILITY, and UNIVERSITY shall be responsible for providing general liability, professional liability, and workers' compensation coverage for such students pursuant to Section 3 (Insurance) of this Agreement; however, FACILITY shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the UNIVERSITY's students are paid by the FACILITY for their services, then they become employees of the FACILITY, and FACILITY is responsible for all employee obligations and for insuring the activities of such students, notwithstanding Section 3 (Insurance) of this Agreement; in addition, Section 9 (Mutual Indemnification) shall not apply to either party. Notwithstanding the foregoing, UNIVERSITY and FACILITY acknowledge and agree that FACILITY does not intend to pay a stipend or any other sum or compensation to UNIVERSITY's students during the term of this Agreement. Should FACILITY decide to pay a stipend or any other sum or compensation to said students, the parties agree to amend this Agreement to address the employment status of the students receiving any stipend or other sum or compensation.

12. GOVERNING LAW:

This Agreement shall be construed and enforced in all respects to the laws of the State of California. Both Parties agree that any action brought under this Agreement shall be exclusively in the County of San Bernardino.

13. ATTORNEY'S FEES:

If any action at law or in equity is brought to enforce or interpret the terms of this Agreement or to enforce any obligation owing under the Agreement, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to the attorney's fees, expert witness fees, and costs incurred by reason of the litigation or arbitration. The amount recoverable includes attorney's fees and expert witness' fees incurred in preparation for or investigating of any matter relating to the litigation or arbitration.

14. ENTIRE AGREEMENT:

This Agreement contains the entire understanding between Parties with respect to the subject matter of this Agreement and incorporates all of the covenants, conditions, promises, and agreements exchanged by Parties hereto. This Agreement supersedes any and all prior or contemporaneous negotiations, agreements, or communications, whether written or oral, between the Parties with respect to the subject matter of this Agreement.

15. SEVERABILITY:

If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of such applicable laws without invalidating the remaining provisions herein, unless such an invalidity or unenforceability would defeat an essential business purpose of this Agreement.

16. RELATIONSHIP OF THE PARTIES:

The relationship of UNIVERSITY and FACILITY is that of independent contractors. Nothing in this Agreement creates a joint venture, partnership, agency, or employee relationship of any kind between the parties to this Agreement. UNIVERSITY's students will not be considered employees or agents of FACILITY for any purpose.

IN WITNESS WHEREOF, the Parties to this AGREEMENT have hereunto set their hands in duplicate, this fifth day of August, 2019.

City of Montclair
5111 Benito Street
Montclair, CA 91763
909-625-9459 Phone
909-399-9751 Fax

AZUSA PACIFIC UNIVERSITY
701 E. Foothill Blvd./ PO Box 7000
Azusa, CA 91702-7000
626-815-5386 Phone
626-470-9644 Fax

By _____
Javier John Dutrey
Mayor, City of Montclair

By _____
Renee Pozza, PhD, CNS, FNP, RN
Associate Dean of Academic Affairs, SON

Attest:

Andrea Phillips
City Clerk, City of Montclair

Approved as to Form

Diane Robbins
City Attorney, City of Montclair



AGENDA REPORT

DATE: AUGUST 5, 2019 **FILE I.D.:** STB300-17
SECTION: RESOLUTIONS **DEPT.:** FINANCE
ITEM NO.: 1 **PREPARER:** C. GRAVES
SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 19-3247 AUTHORIZING PLACEMENT OF ASSESSMENTS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH ACCOUNTS

REASON FOR CONSIDERATION: There are 697 outstanding liens on properties for collection of delinquent civil debts owed to the City for sewer and trash service. Placement of assessments on these properties would assist in more timely collection of these delinquent accounts

BACKGROUND: The City Council authorized the placement of a total of 824 liens on properties for delinquent sewer and trash charges on the following dates:

<u>Date</u>	<u># of Liens</u>
10/04/2018	115
11/08/2018	142
02/07/2019	126
03/07/2019	157
06/06/2019	135
07/03/2019	149
Total:	824

Of the 824 liens, 127 have been cleared. It is recommended that assessments, which are collected with the property tax, be placed on the properties where the 697 unpaid liens remain. This would result in more timely collection of the delinquencies than the lien process, which generates payment only upon sale or refinancing of the property.

In addition to the regular bimonthly billings, we have sent bimonthly letters to these property owners advising them of their delinquencies. They received notification when the liens were placed and were again notified on July 11, 2019, that the action proposed this evening would be considered by the City Council.

FISCAL IMPACT: Recoverable amount is \$249,573.29.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 19-3247 authorizing placement of assessments on certain properties for delinquent sewer and trash charges.

RESOLUTION NO. 19-3247

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AUTHORIZING PLACEMENT OF ASSESSMENTS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH ACCOUNTS

WHEREAS, Chapter 1.12 of the Montclair Municipal Code authorizes various methods by which delinquent civil debts may be collected including, but not limited to, the placement of assessments on the properties on which the debts were generated; and

WHEREAS, City Council has recently placed 824 property liens on properties on which there are delinquent civil debts for unpaid sewer and trash charges; and

WHEREAS, the lien amount was paid on 127 of these liens; and

WHEREAS, it is appropriate to also place assessments on these properties where the 697 liens remain outstanding as identified on Exhibit A of this Resolution to further encourage the payment of these charges owed to the City; and

WHEREAS, the owners of these properties have received notification of proposed actions against their properties including the date and time when such action would be considered by the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby approve the placement of assessments on the properties and in the amounts specified in Exhibit A, entitled "August 2019 – Property Assessments."

BE IT FURTHER RESOLVED that the City Clerk is authorized to provide the San Bernardino County Assessor's Office with the documents required to cause such assessments to be placed.

APPROVED AND ADOPTED this XX day of XX, 2019.

Mayor

ATTEST:

City Clerk

I, Andrea M. Phillips City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 19-3247 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, 2019, and that it was adopted by the following vote, to-wit:

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

Andrea M. Phillips
City Clerk

**Exhibit A to Resolution No. 19-3247
August 2019 – Property Assessments**

Street No.	Street	Type	Lien 1	Lien 2	Lien 3	Total Assessment
1171	Ada Avenue	Residential	318.07	322.78	323.29	964.14
11225	Ada Avenue	Residential	319.82	322.96	323.32	966.10
4334	Alamitos Street	Residential	322.18	323.23	323.34	968.75
5356	Alamitos Street	Residential	322.39	323.25	315.23	960.87
5634	Alamitos Street	Residential	277.12			277.12
4587	Allesandro Street	Residential	367.02	430.25		797.27
4667	Allesandro Street	Residential	322.18	323.23	323.34	968.75
9910	Amherst Avenue	Residential	322.18	323.23	323.34	968.75
10360	Amherst Avenue	Multifamily	926.41	934.60	935.50	2,796.51
11141	Amherst Avenue	Residential	320.41	323.03	323.32	966.76
11151	Amherst Avenue	Residential	319.49	322.93	323.31	965.73
5002	Arrow Hwy	Residential	342.49			342.49
5105	Aspen Drive	Residential	282.93	327.73		610.66
4624	Bandera Street	Multifamily	1,215.88	1,226.80	1,228.00	3,670.68
4959	Bandera Street	Residential	294.17			294.17
5079	Bandera Street	Residential	335.12			335.12
5105	Bandera Street	Residential	455.57			455.57
5207	Bandera Street	Residential	335.12			335.12
5215	Bandera Street	Residential	335.12			335.12
5217	Bandera Street	Residential	335.12			335.12
5231	Bandera Street	Residential	333.67			333.67
5235	Bandera Street	Residential	334.37			334.37
5598	Bandera Street	Residential	461.81	338.58		800.39
4432-34	Bandera Street	Multifamily	581.64	587.93	588.62	1,758.19
5221	Barrington Way	Residential	319.83	322.96	323.32	966.11
9910	Bel Air Avenue	Residential	298.00			298.00
9982	Bel Air Avenue	Residential	360.95	327.50		688.45
9992	Bel Air Avenue	Senior	299.59			299.59
10145	Bel Air Avenue	Residential	319.82	322.96	323.32	966.10
10236	Bel Air Avenue	Residential	291.45			291.45
10551	Belgian Place	Residential	430.25			430.25
5214	Belvedere Way	Residential	430.25			430.25
4460	Benito Street	Residential	322.18	323.23	323.34	968.75
5108	Benito Street	Residential	298.57			298.57
5196	Benito Street	Commercial	407.08	356.10		763.18
5206	Benito Street	Commercial	421.31	357.99		779.30
5233	Benito Street	Senior	387.36	305.96	297.00	990.32
5429	Benito Street	Residential	322.18	323.23	323.34	968.75
9656	Benson Avenue	Residential	322.18	323.23	323.34	968.75
9878	Benson Avenue	Residential	334.05	324.54		658.59
9944	Benson Avenue	Residential	321.94	323.20	323.34	968.48
9974	Benson Avenue	Residential	288.35			288.35
10278	Benson Avenue	Residential	338.71	325.04		663.75
4266	Berkeley Street	Residential	335.97	324.75		660.72
4843	Berkeley Street	Residential	341.64	325.36	323.58	990.58
5382	Berkeley Street	Residential	322.18	323.23	323.34	968.75
5402	Berkeley Street	Residential	323.31			323.31
5208	Berkshire Way	Residential	319.82	322.96	323.32	966.10
4534	Bodega Court	Residential	500.90			500.90
9576	Bolton Avenue	Senior	391.71			391.71
9598	Bolton Avenue	Residential	322.18	323.23	323.34	968.75
4541	Bonnie Brae Street	Residential	322.18	323.23	323.34	968.75
5450	Bonnie Brae Street	Residential	322.33	323.24	323.34	968.91
5095	Brooks Street	Commercial	474.88			474.88
11339	Brunswick Lane	Residential	346.34	348.02		694.36
11322	Butterfield Avenue	Residential	331.77			331.77
9851	Camarena Avenue	Residential	334.75	324.61	323.49	982.85
10401	Camarena Avenue	Residential	291.82	430.25		722.07
10407	Camarena Avenue	Residential	321.01	323.10	323.33	967.44
4853	Cambridge Street	Residential	322.19	323.23	323.34	968.76
5428	Cambridge Street	Residential	502.59			502.59
5438	Cambridge Street	Residential	439.95			439.60
5470	Cambridge Street	Residential	322.32	323.24	323.34	968.90

**Exhibit A to Resolution No. 19-3247
August 2019 – Property Assessments**

5471	Cambridge Street	Residential	322.18	323.23	323.34	968.75
5570	Cambridge Street	Residential	322.15			322.15
8944	Camulos Avenue	Residential	294.17			294.17
9151	Camulos Avenue	Residential	317.98	322.77	323.29	964.04
9243	Camulos Avenue	Residential	322.18	323.23	323.34	968.75
9426	Camulos Avenue	Residential	322.18	323.23	323.34	968.75
9511	Camulos Avenue	Residential	322.18	323.23	323.34	968.75
9540	Camulos Avenue	Residential	349.31	350.49	350.62	1,050.42
9577	Camulos Avenue	Residential	389.09			389.09
9737	Camulos Avenue	Residential	322.18	323.23	323.34	968.75
9770	Camulos Avenue	Residential	432.88	335.41	324.68	1,092.97
9877	Camulos Avenue	Residential	349.31	350.49	350.62	1,050.42
10234	Camulos Avenue	Residential	482.04	325.27	340.81	1,148.12
10259	Camulos Avenue	Residential	319.82	322.96	323.32	966.10
11409	Cannery Row	Residential	346.34	348.02		694.36
4924	Canoga Street	Residential	319.82	322.96	323.32	966.10
4949	Canoga Street	Residential	422.48	379.91	329.58	1,131.97
5014	Canoga Street	Residential	319.82	322.96	323.32	966.10
4912	Carlton Street	Residential	388.94			388.94
5666	Caroline Street	Residential	322.18	323.23	323.34	968.75
11158	Carriage Avenue	Residential	319.86	322.98	323.32	966.16
11239	Carriage Avenue	Senior	296.94			296.94
11178	Carrillo Avenue	Residential	319.82	322.96	323.32	966.10
9845	Central Avenue	Residential	261.08			261.08
9855	Central Avenue	Residential	287.92	319.50		607.42
10338	Central Avenue	Commercial	259.18	335.59		594.77
10385	Central Avenue	Commercial	324.85			324.85
4337	Clair Street	Residential	346.65	350.20	350.58	1,047.43
5230	Clair Street	Residential	320.03	322.99	323.32	966.34
9775	Coalinga Avenue	Residential	322.61	450.99		773.60
9795	Coalinga Avenue	Residential	322.18	323.23	323.34	968.75
9851	Coalinga Avenue	Residential	349.31			349.31
9875	Coalinga Avenue	Residential	320.15	323.01		643.16
10231	Coalinga Avenue	Residential	319.82	322.96	323.32	966.10
10989	Coalinga Avenue	Residential	296.18	320.37	323.03	939.58
11148	Coalinga Avenue	Residential	430.25			430.25
11207	College Avenue	Residential	283.17			283.17
9871	Columbine Avenue	Residential	326.70			326.70
10039	Columbine Avenue	Residential	334.51	324.58		659.09
5216	Coventry Way	Residential	315.12	322.45		637.57
11362	Cumberland Lane	Residential	347.63			347.63
11370	Cumberland Lane	Residential	347.58			347.58
11373	Cumberland Lane	Residential	346.97			346.97
11469	Cumberland Lane	Residential	346.34	348.02		694.36
11476	Cumberland Lane	Residential	389.02			389.02
11333	Dartmouth Lane	Residential	310.36			310.36
9477	Del Mar Avenue	Residential	495.27			495.27
9550	Del Mar Avenue	Residential	356.00			356.00
10081	Del Mar Avenue	Residential	329.59			329.59
10190	Del Mar Avenue	Residential	319.82	322.96	323.32	966.10
10236	Del Mar Avenue	Residential	320.35	323.03	323.32	966.70
4285	Denver Street	Senior	426.18	337.42	329.33	1,092.93
4324	Denver Street	Residential	322.18	323.23	323.34	968.75
4405	Denver Street	Residential	323.99	323.43	323.36	970.78
4456	Denver Street	Residential	453.25			453.25
5616	Denver Street	Residential	322.18	323.23	323.34	968.75
4506	Donner Court	Residential	481.12			481.12
4461	El Morado Street	Senior	299.71	296.31	295.94	891.96
4480	El Morado Street	Residential	324.19			324.19
5168	El Morado Street	Residential	332.47	324.36	323.47	980.30
5274	El Morado Street	Residential	282.09			282.09
5429	El Morado Street	Residential	287.56	319.42		606.98
11159	Essex Avenue	Residential	430.25	335.12		765.37
4628	Ewart Street	Residential	330.05	324.10		654.15
4664	Ewart Street	Residential	319.82	322.96	323.32	966.10

**Exhibit A to Resolution No. 19-3247
August 2019 – Property Assessments**

4705	Evert Street	Residential	322.96			322.96
5036	Evert Street	Residential	319.49	322.93	323.31	965.73
9442	Exeter Avenue	Senior	283.69			283.69
9463	Exeter Avenue	Residential	272.84	317.79	322.74	913.37
4219	Fauna Street	Residential	408.15	332.69		740.84
4267	Fauna Street	Residential	424.69	272.51		697.20
4291	Fauna Street	Residential	319.83	322.96	323.32	966.11
4456	Fauna Street	Senior	413.62	308.84		722.46
4703	Fauna Street	Residential	319.82	322.96	323.32	966.10
4738	Fauna Street	Residential	317.79			317.79
4849	Fauna Street	Residential	293.70			293.70
4852	Fauna Street	Residential	319.84	322.96		642.80
9151	Felipe Avenue	Residential	322.13	323.22	323.34	968.69
9378	Felipe Avenue	Residential	430.25	335.12		765.37
10232	Felipe Avenue	Residential	330.10			330.10
10242	Felipe Avenue	Residential	317.01	322.66	323.28	962.95
8919-21	Felipe Avenue	Multifamily	581.64	587.93	588.62	1,758.19
4642	Flora Street	Residential	344.49			344.49
4730	Flora Street	Residential	465.77	339.02		804.79
5029	Flora Street	Residential	323.12			323.12
5051	Flora Street	Residential	353.85	338.71		692.56
9020	Fremont Avenue	Senior	322.08	323.05	323.16	968.29
9567	Fremont Avenue	Residential	349.31	350.49	350.62	1,050.42
9802	Fremont Avenue	Residential	284.42			284.42
9823	Fremont Avenue	Residential	322.18	323.23	323.34	968.75
9847	Fremont Avenue	Residential	395.82			395.82
10166	Fremont Avenue	Residential	498.38	366.89		865.27
10253	Fremont Avenue	Residential	319.82	322.96	323.32	966.10
10287	Fremont Avenue	Residential	467.73			467.73
10945	Fremont Avenue	Multifamily	258.38			258.38
11049	Fremont Avenue	Residential	312.32	322.96	323.32	958.60
11163	Fremont Avenue	Residential	430.25			430.25
9844	Galena Avenue	Residential	322.18	323.23	323.34	968.75
9932	Geneva Avenue	Residential	491.23	341.82		833.05
9985	Geneva Avenue	Residential	322.18	323.23	323.34	968.75
10161	Geneva Avenue	Residential	206.17	322.96	323.32	852.45
4328	Granada Street	Residential	322.18	323.23	323.34	968.75
4948	Granada Street	Residential	281.49			281.49
4992	Granada Street	Senior	417.32	327.62		744.94
5627	Granada Street	Residential	258.72	324.48		583.20
9627	Greenwood Avenue	Residential	323.34			323.34
9934	Greenwood Avenue	Residential	294.17			294.17
11335	Halifax Lane	Residential	346.34	348.02		694.36
3760	Hampton Drive	Residential	357.23			357.23
3792	Hampton Drive	Residential	348.02			348.02
11418	Hartford Ln	Residential	346.34	348.02		694.36
4430	Harvard Street	Residential	322.18	323.23	323.34	968.75
4883	Harvard Street	Residential		336.65	338.66	1,009.03
5430	Harvard Street	Residential	272.56			272.56
5462	Harvard Street	Residential	503.83	343.20		847.03
5141-43	Harvard Street	Senior	586.37	588.46	588.69	1,763.52
4568	Hawthorne Street	Residential	322.46	323.26		645.72
5553	Hawthorne Street	Residential	390.42			390.42
9607	Helena Avenue	Residential	323.33	341.66		664.99
4864	Highland Street	Residential	349.31	350.49	350.62	1,050.42
5044	Highland Street	Residential	324.14	323.44	323.36	970.94
4488	Holt Blvd.	Commercial	389.02			389.02
5007	Holt Blvd.	Residential	328.29			328.29
5118-20	Holt Blvd.	Commercial	383.07			383.07
4103	Howard Street	Residential	319.82	322.96	323.32	966.10
4597	Howard Street	Residential	464.44			464.44
4780	Howard Street	Residential	319.77	322.96	323.32	966.05
4910	Howard Street	Residential	346.65	350.20	350.58	1,047.43
5245	Howard Street	Residential	281.88	318.80	322.85	923.53
5190	Howard Street A & B	Multifamily	646.78	649.15	649.42	1,945.35

**Exhibit A to Resolution No. 19-3247
August 2019 – Property Assessments**

4585	James Street	Residential	461.06			461.06
9725	Kimberly Avenue	Residential	322.18	323.23	323.34	968.75
10236	Kimberly Avenue	Residential	322.87			322.87
10244	Kimberly Avenue	Residential	501.55			501.55
11065	Kimberly Avenue	Residential	446.72			446.72
4490	Kingsley Street	Senior	409.57			409.57
4671	Kingsley Street	Multifamily	530.33	582.29		1,112.62
4724	Kingsley Street	Residential	321.02			321.02
5003	Kingsley Street	Residential	319.77	322.96	323.32	966.05
5019	Kingsley Street	Residential	319.82	322.96	323.32	966.10
5476	Kingsley Street	Residential	294.17			294.17
5173-75	Kingsley Street	Multifamily	282.92			282.92
11362	Kingston Street	Residential	348.29			348.29
10360-62	Lehigh Avenue	Multifamily	581.89	587.96	588.63	1,758.48
10390-92	Lehigh Avenue	Multifamily	580.99	587.86	588.62	1,757.47
9958	Lindero Avenue	Residential	322.29	323.24	323.34	968.87
10041	Lindero Avenue	Residential	443.85	336.62		780.47
10042	Lindero Avenue	Residential	358.77	327.25		686.02
4846	Mane Street	Residential	491.59	341.86		833.45
4855	Mane Street	Residential	319.93	322.98	323.32	966.23
9527	Marion Avenue	Residential	322.18	323.23	323.34	968.75
9528	Marion Avenue	Residential	294.17			294.17
9547	Marion Avenue	Residential	322.15	323.23	323.34	968.72
11154	Marion Avenue	Residential	376.39	308.81		685.20
11442	Marquette Ln	Residential	318.90			318.90
9985	Mills Avenue	Residential	546.14	265.25		811.39
10189	Mills Avenue	Residential	430.25			430.25
10231	Mills Avenue	Residential	319.82	322.96	323.32	966.10
11442	Millstone Lane	Residential	346.43			346.43
11365	Millstone Lane	Residential	367.74			367.74
11458	Millstone Lane	Residential	347.66			347.66
4564	Mission Blvd.	Commercial	174.38			174.38
4564	Mission Blvd.	Commercial	371.45			371.45
5121	Mission Blvd.	Residential	324.97			324.97
5239	Monte Verde Street	Residential	319.82	322.96	323.32	966.10
9056	Monte Vista Avenue	Residential	402.78	332.09		734.87
9066	Monte Vista Avenue	Residential	290.50	296.52	344.68	931.70
9608	Monte Vista Avenue	Residential	285.21			285.21
9721	Monte Vista Avenue	Residential	328.52	275.46		603.98
10235	Monte Vista Avenue	Residential	322.76			322.76
10290	Monte Vista Avenue	Senior	352.19	357.00	359.21	1,068.40
11236	Monte Vista Avenue	Residential	276.84	338.75		615.59
4866	Moreno Street	Senior	290.29			290.29
5616	Moreno Street	Residential	294.17	320.15	323.01	937.33
10163	Oak Glen Avenue	Residential	293.04	295.57	295.86	884.47
4595	Oakdale Street	Residential	322.33	323.24	323.34	968.91
4644	Olive Street	Residential	345.05	347.99	349.99	1,043.03
4684	Olive Street	Residential	322.15	323.23	323.34	968.72
4893	Olive Street	Residential	322.18	323.23	323.34	968.75
4322	Orchard Street	Residential	349.31	350.49	350.62	1,050.42
5058	Orchard Street	Residential	323.36	323.36	323.36	970.08
5171	Orchard Street	Senior	307.73	297.19	296.03	900.95
5392	Orchard Street	Residential	430.25			430.25
5422	Orchard Street	Residential	319.49	322.93	323.31	965.73
5690	Orchard Street	Residential	322.18	323.23	323.34	968.75
5257	Palo Verde Street	Senior		295.79	295.88	591.67
5655	Palo Verde Street	Commercial	420.03			420.03
3765	Peachwood Drive	Residential	341.64			341.64
3765	Peachwood Drive	Residential	347.39			347.39
9585	Poulsen Avenue	Residential	526.63	345.71	325.81	1,198.15
9633	Poulsen Avenue	Residential	500.55	342.85		843.40
9935	Poulsen Avenue	Residential	361.76	351.86	350.77	1,064.39
10154	Poulsen Avenue	Residential	320.75	323.07	323.33	967.15
10245	Poulsen Avenue	Residential	322.60			322.60
9375	Pradera Avenue	Senior	1,224.07	1,227.70	1,228.10	3,679.87

**Exhibit A to Resolution No. 19-3247
August 2019 – Property Assessments**

10206	Pradera Avenue	Residential	319.82	322.96	323.32	966.10
4426	Princeton Street	Residential	294.17	320.15	323.01	937.33
4438	Princeton Street	Residential	351.66	354.59	356.59	1,062.84
4467	Princeton Street	Residential	316.86	322.65	323.28	962.79
4846	Princeton Street	Residential	898.59	386.63		1,285.22
9151	Ramona Avenue	Residential	465.54	366.49		832.03
9529	Ramona Avenue	Residential	323.86			323.86
9587	Ramona Avenue	Residential	324.67	323.50	323.37	971.54
4668	Rawhide Street	Residential	319.82	322.96	323.32	966.10
5054	Rodeo Street	Residential	527.40			527.40
9352	Rose Avenue	Residential	324.88			324.88
9380	Rose Avenue	Senior	321.71			321.71
9413	Rose Avenue	Residential	376.44	377.74	377.89	1,132.07
9434	Rose Avenue	Residential	322.18	323.23	323.34	968.75
9720	Rose Avenue	Residential	468.50			468.50
9866	Rose Avenue	Senior	294.95	295.79	295.88	886.62
9966	Rose Avenue	Residential	323.21			323.21
4613	Rosewood Street	Residential	454.72	751.28		1,206.00
4683	Rosewood Street	Residential	322.39	323.25	323.35	968.99
4860	Rosewood Street	Residential	317.28			317.28
5085	Rosewood Street	Residential	334.92	324.63		659.55
5361	Rosewood Street	Residential	322.18	323.23	323.34	968.75
11076	Roswell Avenue	Residential	347.91			347.91
4164	Rudisill Street	Residential	322.18	323.23	323.34	968.75
5360	Rudisill Street	Residential	349.31	350.49	350.62	1,050.42
5272	Saddleback Street	Residential	429.39	335.02		764.41
4711	San Bernardino Street	Residential	322.18	323.23	323.34	968.75
4749	San Bernardino Street	Residential	304.59	321.29		625.88
4833	San Bernardino Street	Residential	334.00	301.71		668.93
4843	San Bernardino Street	Residential	320.89	323.09		643.98
5418	San Bernardino Street	Residential	414.63	333.39	324.46	1,072.48
5489	San Bernardino Street	Residential	355.46	356.67		712.13
5494	San Bernardino Street	Residential	277.27	318.29		595.56
4485	San Jose Street	Residential	318.44	346.30		664.74
4594	San Jose Street	Residential	323.94	353.19	356.42	1,033.55
412	San Jose Street	Residential	334.36	524.64		859.00
22	San Jose Street	Residential	349.31	350.49	359.42	1,059.22
5453	San Jose Street	Residential	488.09			488.09
4424	San Jose Street #05	Residential	508.07	343.68		851.75
4424	San Jose Street #10	Residential	430.25	335.12		765.37
4424	San Jose Street #12	Residential	323.20	323.34		646.54
4424	San Jose Street #18	Residential	322.18	323.23	323.34	968.75
4424	San Jose Street #24	Residential	452.27	364.35		816.62
4424	San Jose Street #27	Residential	322.18	323.23	323.34	968.75
4622	San Jose Street O	Residential	220.47			220.47
4630	San Jose Street Q	Residential	359.16			359.16
11052	San Juan Way	Residential	319.82	322.96	323.32	966.10
11014	San Miguel Way	Residential	319.82	322.96	323.32	966.10
11025	San Miguel Way	Residential	250.00			250.00
11000	San Pasqual Avenue	Residential	303.43			303.43
11017	San Pasqual Avenue	Residential	469.59			469.59
11020	San Pasqual Avenue	Residential	430.25	335.12		765.37
9821	Santa Anita Avenue	Residential	620.45	358.90	890.00	1,869.35
10016	Santa Anita Avenue	Residential	351.66	354.59	356.59	1,062.84
10163	Santa Anita Avenue	Residential	430.25	335.12		765.37
10221	Santa Anita Avenue	Residential	319.82	322.96	323.32	966.10
10251	Santa Anita Avenue	Residential	316.20			316.20
10298	Santa Anita Avenue	Residential	310.24			310.24
11054	Stagecoach Avenue	Residential	379.67	316.55	324.04	1,020.26
11011	Stallion Avenue	Residential	319.82	322.96	323.32	966.10
9584	Surrey Avenue	Residential	523.85	345.42		869.27
9617	Surrey Avenue	Residential	322.18	323.23	323.34	968.75
9793	Surrey Avenue	Residential	322.32	323.24		645.56
9554	Tudor Avenue	Residential	336.86	339.53		676.39
9563	Tudor Avenue	Residential	339.48			339.48

**Exhibit A to Resolution No. 19-3247
August 2019 - Property Assessments**

9773	Tudor Avenue	Residential	414.59			414.59
10036	Tudor Avenue	Residential	432.84			432.84
10210	Tudor Avenue	Residential	316.62			316.62
10289	Tudor Avenue	Residential	320.73	323.06	323.33	967.12
9784	Vernon Avenue	Residential	322.29	323.24	323.34	968.87
9851	Vernon Avenue	Residential	374.18			374.18
10151	Vernon Avenue	Residential	430.25			430.25
10192	Vernon Avenue	Residential	331.41			331.41
5533	Vernon Court	Residential	319.50	294.17		613.67
5555	Vernon Court	Residential	319.88			319.88
4231	Via Riviera	Residential	292.96			292.96
4237	Via Riviera	Residential	330.33	324.12		654.45
11178	Whitewater Avenue	Residential	319.82	322.96	323.32	966.10
4515	Yosemite Drive	Residential	319.82	322.96		642.78
10472	Yosemite Drive	Residential	423.71	334.39		758.10
TOTAL OF ALL ASSESSMENTS:						\$ 249,573.29

MINUTES OF THE CITY OF MONTCLAIR REAL ESTATE
COMMITTEE MEETING HELD ON MONDAY, APRIL 15,
2019 AT 6:00 P.M. IN THE CITY HALL CONFERENCE
ROOM, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Chair Dutrey called the meeting to order at 6:00 p.m.

II. ROLL CALL

Present: Council Member Dutrey (Chair); Mayor Pro Tem Raft (Vice Chair); City Manager Starr; Assistant Director of Housing/Planning Manager Caldwell; City Planner/Planning Manager Diaz; Associate Planner Gutierrez; Public Works Director/City Engineer Castillo; City Attorney Robbins; Executive Director of Public Safety/Police Chief Avels; Senior Management Analyst Fuentes; City Clerk Phillips

III. APPROVAL OF MINUTES

A. REAL ESTATE COMMITTEE — October 15, 2018

The Committee approved the October 15, 2018 minutes of the Real Estate Committee meeting.

IV. PUBLIC COMMENT — None

V. DISCUSSION ITEMS

A. DEVELOPMENT PROPOSALS

1. PROJECTS OFFICIALLY SUBMITTED FOR FORMAL CITY REVIEW:

• 9399 Autoplex Drive

The Committee reviewed the plans and specifications for the proposed replacement of an electronic message board sign for Metro Honda, Metro Acura, and Metro Nissan from Montclair Dealership Group Property LLC.

• Montclair Place

The Committee reviewed designs and elevations for a request from CIM Group to replace the existing freeway sign with an electronic message center freeway digital monument sign and to amend the sign program.

- **Applicant Request for Amendments to the Montclair Municipal Code Regarding Electrified Fences**

The Committee reviewed a request from Electric Guard Dog LLC for amendments to Sections 11.60.060 and 11.50.080 of the Montclair Municipal Code to allow for battery operated perimeter security fences in the C3, MIP, M1, and M2 Zones.

Staff indicated electrified fences are not currently permitted and are not addressed in the Code. The committee discussed safety concerns related to the use of electrified fences.

The Committee requested staff work with the applicant to seek alternative security solutions.

2. PROJECTS SUBMITTED FOR INFORMAL CITY REVIEW:

- **5150 Moreno Street** (Montclair Plaza Inc.)

Staff indicated this request, by Synergy for T-Mobile to construct a macro telecommunications facility clock tower behind Gold's Gym within the North Montclair Downtown Specific Plan Area, has been withdrawn.

- **9451 – 9477 Central Avenue**

The Committee reviewed proposed elevations for a request for a remodel of Montclair Center by Sam Watson.

- **9045 Monte Vista Avenue**

The Committee reviewed a request from Pacific Monte Vista LP to demolish the former Acapulco Restaurant and the elevations for a proposed Texas Roadhouse Restaurant to be built in its place.

VI. OTHER ITEMS — None

VII. ADJOURNMENT

At 6:24 p.m., Chair Dutrey adjourned the Real Estate Committee. The Committee is scheduled to next meet on Monday, May 20, 2019.

Submitted for Real Estate Committee approval,



Andrea Phillips, City Clerk

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
JULY 22, 2019, AT 8:27 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Pro Tem Raft called the meeting to order at 8:27 p.m.

II. ROLL CALL

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

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of July 1, 2019.

Moved by Council Member Ruh, seconded by Mayor Pro Tem Raft, and carried unanimously to approve the minutes of the Personnel Committee meeting of June 1, 2019.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION


At 8:28 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 8:55 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Raft stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 8:55 p.m., Mayor Pro Tem Raft adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager