

**CITY OF MONTCLAIR
AGENDA FOR REGULAR 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

February 3, 2020

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. Recognition of Ramona Elementary School on its Designation as a 2020 California Distinguished School

VI. PUBLIC COMMENT

This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Each speaker will be afforded 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.

VII. PUBLIC HEARINGS — None

Page No.

VIII. CONSENT CALENDAR

A. Approval of Minutes

1. Regular Joint Meeting — January 21, 2020 [CC/SA/MHC/MHA/MCF]

B. Administrative Reports

1. Consider Setting a Public Hearing to Consider Prioritization of Funding for Fiscal Year 2020–2021 Community Development Block Grant Projects on Tuesday, February 18, 2020, at 7:00 p.m. in the City Council Chambers [CC] 3
2. Consider Approval of Warrant Register & Payroll Documentation [CC] 4

C. Agreements

1. Consider Approval of Agreement No. 20-06-I-104, an Irrevocable Annexation Agreement with Mission 42 LLC for a Multi-Unit Residential Development Project Located at 5553 Mission Blvd., Ontario (Assessor's Parcel No. 1011-351-02-0000) [CC] 5
2. Consider Approval of Agreement No. 20-09, a Landscape Maintenance Agreement with Caltrans for the Central Avenue Rehabilitation Phase 1 Project [CC] 12

D. Resolutions

1. Consider Adoption of Resolution No. 20-3259 Authorizing Placement of Liens of Certain Properties for Delinquent Sewer and Trash Charges [CC] 20

IX. PULLED CONSENT CALENDAR ITEMS

X. COMMUNICATIONS

A. City Department Reports

1. Police Department
 - Battle of the Badges Blood Drive
 - MPD Social Media Campaigns

B. City Attorney

C. City Manager/Executive Director

D. Mayor/Chairperson

E. Council Members/Directors

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

1. Public Works Committee Meeting — December 19, 2019 [CC] 27
2. Personnel Committee Meeting — January 21, 2020 [CC] 31

XI. ADJOURNMENT

The next regular joint meeting of the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board will be held on Tuesday, February 18, 2020, at 7:00 p.m. in the City Council Chambers.

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the Acting Bodies after publication 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 2 business days 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 Thursday, January 30, 2020.



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 3, 2020	FILE I.D.:	GRT050
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	COMMUNITY DEV.
ITEM NO.:	1	PREPARER:	C. CALDWELL
SUBJECT:	CONSIDER SETTING A PUBLIC HEARING TO CONSIDER PRIORITIZATION OF FUNDING FOR FISCAL YEAR 2020-2021 COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS ON TUESDAY, FEBRUARY 18, 2020, AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS		

REASON FOR CONSIDERATION: Each fiscal year, the City of Montclair is required to conduct a public hearing to prioritize funding for various competing Community Development Block Grant (CDBG) Projects. This hearing is conducted in compliance with the requirements of the Department of Housing and Urban Development (HUD) and County of San Bernardino Department of Community Development and Housing (CDH).

BACKGROUND: In December 2019, staff submitted its application for CDBG funding to the County of San Bernardino. CDH has compiled a list of the submitted proposals eligible for funding from Montclair's annual CDBG allocation. Accordingly, details of the eligible City proposals and details of the proposed Fiscal Year 2020-21 funding will be provided to Council Members for reference and consideration.

FISCAL IMPACT: The cost to publish a Notice of Public Hearing in the Inland Valley Daily Bulletin related to prioritizing funding for Fiscal Year 2020-2021 CDBG projects should not exceed \$500.

RECOMMENDATION: Staff recommends the City Council set a public hearing to consider prioritization of funding for Fiscal Year 2020-2021 CDBG project on Tuesday, February 18, 2020, at 7:00 p.m. in the City Council Chambers.



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 3, 2020	FILE I.D.:	FIN540
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	FINANCE
ITEM NO.:	2	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 February 3, 2020, and the Payroll Documentation dated January 5, 2020; and recommends their approval.

FISCAL IMPACT: The Warrant Register dated February 3, 2020, totals \$781,370.17; and the Payroll Documentation dated January 5, 2020, totals \$582,618.70 gross, with \$404,943.77 net being the total cash disbursement.

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



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 3, 2020	FILE I.D.:	SEW080
SECTION:	CONSENT - AGREEMENTS	DEPT.:	COMMUNITY DEV.
ITEM NO.:	1	PREPARER:	M. DIAZ
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 20-06-I-104, AN IRREVOCABLE ANNEXATION AGREEMENT WITH MISSION 42 LLC FOR A MULTI-UNIT RESIDENTIAL DEVELOPMENT PROJECT LOCATED AT 5553 MISSION BLVD., ONTARIO (ASSESSOR'S PARCEL NO. 1011-351-02-0000)		

REASON FOR CONSIDERATION: Irrevocable Annexation Agreements are subject to City Council review and approval. A copy of proposed Agreement No. 20-06-I-104 with Mission 42 LLC (c/o Crestwood Communities) is attached for the City Council's consideration.

BACKGROUND: Mission 42 LLC (the property owner/developer) is requesting the approval of an Irrevocable Annexation Agreement to facilitate the development of a 4.7-acre parcel located in the unincorporated area within the City's Sphere of Influence (SOI). On December 17, 2019, the County of San Bernardino approved Tentative Tract Map No. 20267 to allow Mission 42 LLC to subdivide the site and develop a multi-unit residential project consisting of 40 detached condominiums and two single-family residences.

Mission 42 LLC would build a new eight-inch diameter public sanitary sewer line beginning approximately 120 feet north of the southern boundary of the project site, then extending southward through Bel Air Avenue to connect to an existing eight-inch sewer line located in Howard Street, a distance of approximately 800 feet. The sewer line in Howard Street is owned and maintained by the City of Montclair, and the City is willing to allow the connection to said sanitary sewer system subject to the agreement that the property be annexed to the City at the earliest possible time.

If approved by the City Council, the Agreement would also be subject to approval by the Local Agency Formation Commission (LAFCO). The proposed Agreement and sewer connection request is consistent with City policy and meets all applicable City requirements. Following City Council and LAFCO approvals, the Agreement will be recorded against the property and become binding on future owners, heirs, successors, and assigns.

FISCAL IMPACT: There will be no fiscal impact on the City's General Fund as a result of the approval of the proposed Irrevocable Annexation Agreement. All costs for constructing the aforementioned sewer line will be borne by Mission 42 LLC.

RECOMMENDATION: Staff recommends the City Council approve Irrevocable Annexation Agreement No. 20-06-I-104 with Mission 42 LLC for a multi-unit residential development project located at 5553 Mission Boulevard (Assessor's Parcel No. 1011-351-02-0000).

Recording Requested by:

Michael Diaz
City of Montclair

When Recorded Mail To:

Michael Diaz
Community Development Director
City of Montclair
5111 Benito Street
P.O. Box 2308
Montclair, CA 91763

This space for Recorder's use only

FREE RECORDING PURSUANT TO GOVERNMENT CODE §27383

AGREEMENT
(Agreement No. 20-06-I-104)

AGREEMENT NO. 20-06-I-104

**AN IRREVOCABLE AGREEMENT TO ANNEX
TO THE CITY OF MONTCLAIR**

Mission 42 LLC
5553 West Mission Boulevard
Ontario, CA 91762

This agreement is entered into this ____ day of February, 2020, between Mission 42, LLC hereinafter referred to as "Owner," and the City of Montclair, hereinafter referred to as "City."

WHEREAS, Owner is the legal property owner of the real property located at 5553 West Mission Boulevard, referenced by San Bernardino County Tax Assessor Parcel Number (APN) 1011-351-02, shown as Exhibit "A" attached, and is further described as follows:

LOT 2 AND THE EAST 10 FEET OF LOT 1, IN BLOCK 19 OF MONTE VISTA TRACT NO. 2, COUNT OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT IN BOOK 16 OF MAPS, PAGE 33 RECORDS OF SAID COUNTY.

EXCEPT THE NORTH 15 FEET THEREOF.

WHEREAS, the subject property is 4.7 acres in size, and is located on the south side of Mission Boulevard (approximately 300 feet east of Vernon Avenue), within the unincorporated area of San Bernardino County that is a part of the Sphere of Influence of the City of Montclair; and

WHEREAS, the subject property is undeveloped/vacant; and

WHEREAS, on December 17, 2019, the County of San Bernardino approved Tentative Tract Map No. 20267 to allow the owner/developer to subdivide the site and develop a multi-unit residential project consisting of 40 detached condominiums and two (2) single family residences; and

WHEREAS, the Owner desires to connect the proposed multi-unit residential development generally described above for the existing property at the above-described address to the sanitary sewer system in Howard Street, which is owned and maintained by the City of Montclair as shown as Exhibit "B"; and

WHEREAS, the City is willing to allow a connection to said sanitary sewer system if a request is made at the earliest possible time to annex to the City of Montclair; and

WHEREAS, Owner desires to annex to the City of Montclair; and

WHEREAS, the City intends to pursue annexation of Owner's property plus other property, but said annexation will cause delay, which would create a substantial hardship for Owner of said property; and,

WHEREAS, the agreements, conditions, and covenants contained herein are made for the direct benefit of the land subject to this Agreement and described herein and shall create an equitable servitude upon the land and operate as a covenant running with the land for the benefit of the Owner of the land and his heirs, successors, and assigns.

NOW, THEREFORE, the parties do agree as follows:

1. Owners do hereby give irrevocable consent to annex to the City of Montclair at such time as the annexation may be properly approved through appropriate legal proceedings, and Owners do further agree to provide all reasonable cooperation and assistance to the City in the annexation proceedings. Said cooperation is contemplated to include signing any applications of consent prepared by the City, and submitting any evidence reasonably within the control of the Owner to the various hearings required for the annexation. Said cooperation does not include, however, any obligation on behalf of the Owner to institute any litigation of judicial proceeding whatsoever to force annexation to the City.

2. The City of Montclair does hereby agree to allow a connection of said property to the sewer line owned by the City of Montclair, which is located in Howard Street, at such time as all applicable permits have been obtained and associated fees have been paid.

3. Owners agree to pay such annexation fees and costs and other municipal charges as would ordinarily be charged in the annexation of property to the City. Said fees shall be payable when the same becomes due and payable. (In some circumstances, these fees may be borne by the City.)

4. Owners shall pay all fees and charges and make all deposits required by the City to connect to and use the sewer, and Owners agree to be bound by all City ordinances, rules, and regulations with respect to the sewer system. Owners agree to pay monthly sewer charges beginning on the date this agreement is approved by the City Council.

5. Owners shall be responsible for the maintenance and repair of the sewer lateral from the buildings and/or structures to which the sewer lateral is connected to the public sewer main in the street or City easement. This responsibility includes both the portion of the sewer lateral on private property and the portion located beneath the sidewalk and street up to the point where the lateral connects to the public sanitary sewer main. Property owners' responsibilities include maintenance and repair of the lateral, overflow cleanup, and damages to sewer main and/or pavement. The City **may** respond and take corrective action in the event of a sewage overflow from a lateral where there is an immediate threat to health or safety. However, the property owner shall be responsible for all costs incurred by the City.

6. Owners shall install any and all future improvements upon said property to the City's standards, except that the County standard(s) shall apply when more restrictive than the City standard(s).

7. Owners shall execute this agreement on behalf of themselves, their heirs, successors, and assigns, and said agreement shall be irrevocable without the prior written consent of both parties hereto.

8. The benefit and responsibilities to the subject property shall inure to the benefit and responsibilities of subsequent owners, their heirs, successors, and assigns; and the agreements, conditions, and covenants contained herein shall be binding upon them and upon the land.

9. This agreement shall be recorded with the Office of the Recorder of the County of San Bernardino.

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

CITY:

OWNER:

CITY OF MONTCLAIR, CALIFORNIA

MISSION 42 LLC

Javier John Dutrey
Mayor

Terence S. Kent
Vice President

Date

Date

ATTEST:

Andrea M. Phillips
City Clerk

APPROVED AS TO FORM:

Diane E. Robbins, City Attorney

EXHIBIT A

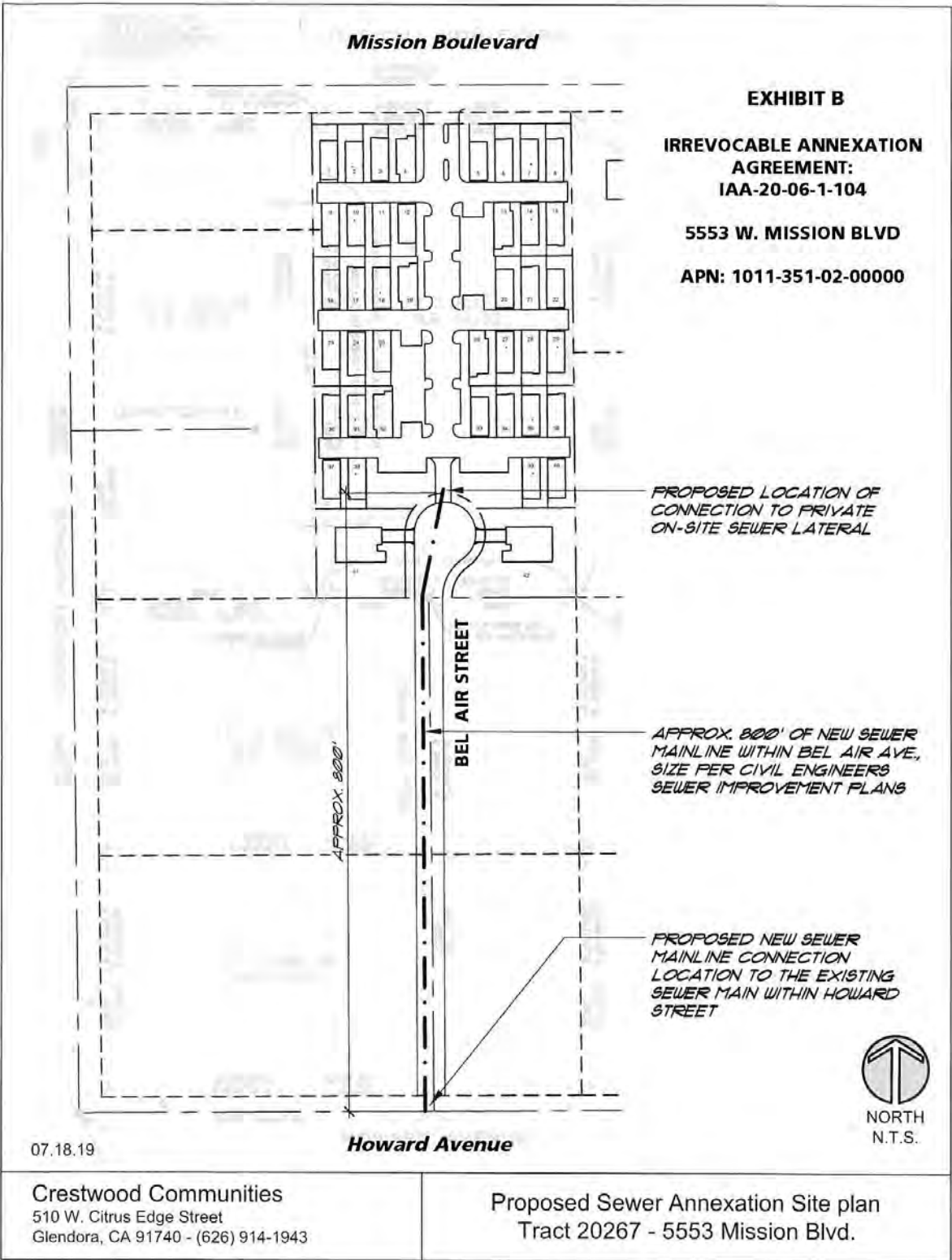
PROJECT SITE:
ONTARIO / MONTCLAIR



07.18.19

Crestwood Communities
510 W. Citrus Edge Street
Glendora, CA 91740 - (626) 914-1943

Vicinity Map
Tract 20267 - 5553 Mission Blvd.





CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 3, 2020	FILE I.D.:	STA805A
SECTION:	CONSENT - AGREEMENTS	DEPT.:	PUBLIC WORKS
ITEM NO.:	2	PREPARER:	N. CASTILLO
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 20-09, A LANDSCAPE MAINTENANCE AGREEMENT WITH CALTRANS FOR THE CENTRAL AVENUE REHABILITATION PHASE 1 PROJECT		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 20-09 with the California Department of Transportation (Caltrans). Some median island improvements that are part of the Central Avenue Rehabilitation Phase 1 Project are occurring within the Caltrans right-of-way and therefore, a Landscape Maintenance Agreement with Caltrans is necessary. Agreements with the City require City Council approval.

BACKGROUND: On June 18, 2017, the City Council adopted the FY 2017-2022 Capital Improvement Program which included the Central Avenue Rehabilitation Phase 1 project. The Central Avenue Rehabilitation Phase 1 project limits are located from the Interstate 10 Freeway on the north to Phillips Boulevard on the south.

The rehabilitation project includes the repair of damaged concrete, curb, gutter, and sidewalk; replacement of non-compliant pedestrian ramps; installation of traffic signal video detection at all intersections as well as installation of audio pedestrian countdowns at multiple intersections; installation of a recycled water mainline; grinding of the existing pavement and resurfacing of the street with new asphalt pavement; and installation of new traffic legends. As part of the street resurfacing work, new median island landscaping and hardscape will be constructed. Improvements include new monument entry signs, new water-saving irrigation system, gabion-style hardscape features, and new drought-tolerant landscaping. Due to the construction of some of the median island improvements within the Caltrans right-of-way, a Landscape Maintenance Agreement is necessary.

Caltrans staff has prepared a Cooperative Agreement for execution. The Agreement sets forth the obligations of each party. The City under its own initiative had already taken on the responsibility of upkeep and maintenance of the median prior to the Rehabilitation Project. The maintenance includes irrigation, planting, and litter and weed abatement. The proposed Landscape Maintenance Agreement formalizes actions the City was already undertaking.

FISCAL IMPACT: The City Council's approval of Agreement No. 20-09 would have no fiscal impact. The median already exists with landscaping, and maintenance costs for the new drought-tolerant landscaping is not expected to have a significant change from existing maintenance costs. No additional funds are being requested at this time.

RECOMMENDATION: Staff recommends that the City Council approve Agreement No. 20-09, a Landscape Maintenance Agreement with Caltrans for the Central Avenue Rehabilitation Phase 1 Project.

**LANDSCAPE MAINTENANCE AGREEMENT
WITHIN STATE HIGHWAY RIGHT OF WAY
ON ROUTE 10 WITHIN THE CITY OF MONTCLAIR**

THIS AGREEMENT is made effective this _____ day of _____, 20__, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as “STATE” and the CITY of Montclair; hereinafter referred to as “CITY/COUNTY” and collectively referred to as “PARTIES”.

SECTION I

RECITALS

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE’s right of way by Permit Number(s) 08-19-N-LF-1755.
2. This Agreement addresses CITY responsibility for the irrigation, planting, rock blanket, litter, and weed removal (collectively the “LANDSCAPING”) placed within State Highway right of way on State Route 10, as shown on Exhibit A, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:
 - 1.1. PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter “MAINTAIN/MAINTENANCE”) of LANDSCAPING as shown on said Exhibit “A.”
 - 1.2. When a planned future improvement is constructed and/or a minor revision has been effected with STATE’s consent or initiation within the limits of the STATE’s right of way herein described which affects PARTIES’ division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit “A” which will be made a part hereof and will thereafter supersede the attached original Exhibit “A” to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

2. CITY agrees, at CITY expense, to do the following:
 - 2.1. CITY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.
 - 2.2. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
 - 2.3. CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed LANDSCAPING must meet STATE's applicable standards.
 - 2.4. CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
 - 2.5. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
 - 2.6. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
 - 2.7. To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
 - 2.8. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
 - 2.9. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
 - 2.10. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.
 - 2.11. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the STATE to: District

Maintenance at District Maintenance at 464 West 4th Street San Bernardino, CA 92401

- 2.12. To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
 - 2.13. To furnish electricity and MAINTAIN lighting system and controls for all street lighting systems installed by and for CITY.
 - 2.14. To inspect LANDSCAPING on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING.
 - 2.15. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.
 - 2.16. To MAINTAIN all sidewalks/bike paths within the Agreement limits of the STATE highway right of way, as shown on Exhibit A, at CITY expense. MAINTENANCE includes, but is not limited to, concrete repair, replacement and to grind or patch vertical variations in elevation of sidewalks/bike paths for an acceptable walking and riding surface, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about sidewalks/bike paths or the LANDSCAPING _____ in an expeditious manner.
 - 2.17. To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.
 - 2.18. To allow random inspection of LANDSCAPING, street lighting systems, sidewalks/bike paths and signs by a STATE representative.
 - 2.19. To keep the entire landscaped area policed and free of litter and deleterious material.
 - 2.20. All work by or on behalf of CITY will be done at no cost to STATE.
3. STATE agrees to do the following:
 - 3.1. May provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.
 - 3.2. Issue encroachment permits to CITY and CITY contractors at no cost to them.
4. LEGAL RELATIONS AND RESPONSIBILITIES:
 - 4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care

respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.

4.2. If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.

4.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.

4.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

5. PREVAILING WAGES:

5.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

5.2. Requirements in Subcontracts -CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts

6. INSURANCE -

6.1. SELF-INSURED -CITY is self insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement in a form satisfactory to STATE, along with a signed copy of the Agreement.

6.2. SELF-INSURED using Contractor - If the work performed on this Project is done under contract CITY shall require its contractors to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

7. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

8. TERM OF AGREEMENT -This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF MONTCLAIR

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
JAVIER JOHN DUTREY
Mayor/Chairmen

TOKS OMISHAKIN
Director of Transportation

By: _____
STEPHEN R. PUSEY
Deputy District Director
Maintenance

ATTEST:

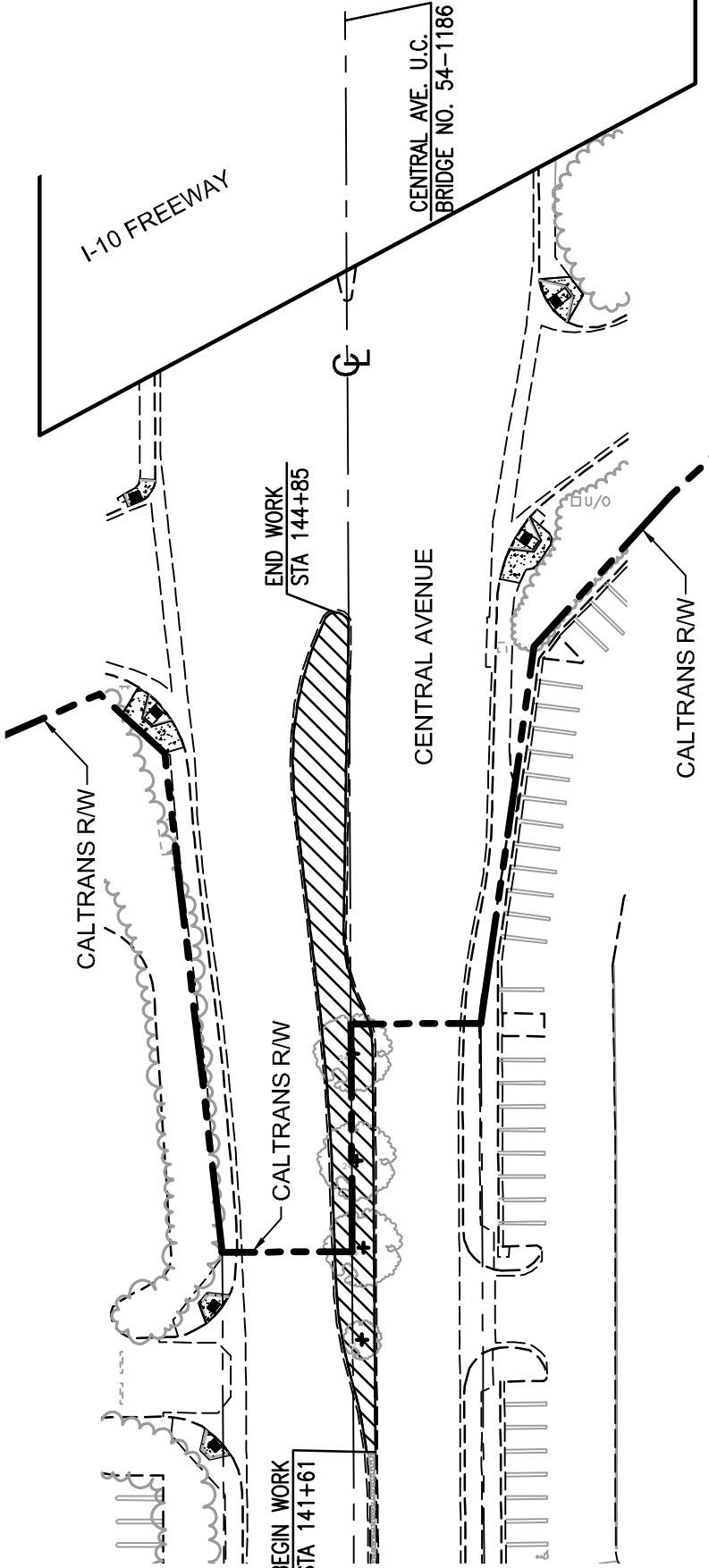
By: _____
ANDREA PHILLIPS
CITY Clerk

APPROVED AS TO FORM:

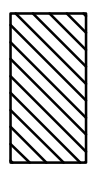
By: _____
DIANE E. ROBBINS
CITY Attorney

CENTRAL AVENUE AND I-10 FREEWAY

PERMIT NO. 08-19-N-LF-1755



LEGEND



LANDSCAPE AREA TO BE MAINTAINED BY THE CITY OF MONTCLAIR

CALTRANS RIGHT OF WAY

DATE:	
SCALE:	
EXHIBIT "A"	
LANDSCAPE MAINTENANCE AGREEMENT EXECUTED	
ENCROACHMENT PERMIT NO. 08-19-N-LF-1755	
SIGNATURE:	CITY OF MONTCLAIR
SIGNATURE:	CAL TRANS APPROVAL
	DATE
	DATE
SHEETS 1 OF	

E:\100-199\100-Montclair\100-131 Central Avenue Rehab\Exhibit\100131_Central and I-10_Exhibit.dwg, Plotted: Sep 05, 2019 - 3:15pm



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 3, 2020	FILE I.D.:	STB300-17
SECTION:	CONSENT - RESOLUTIONS	DEPT.:	CITY MGR.
ITEM NO.:	1	PREPARER:	C. GRAVES
SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 20-3259 AUTHORIZING PLACEMENT OF LIENS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH CHARGES		

REASON FOR CONSIDERATION: Staff has identified 192 sewer and trash accounts in the even-numbered-month billing cycle that are more than three billing periods delinquent. Pursuant to Montclair Municipal Code Chapter 1.12, these properties are subject to lien.

BACKGROUND: Ordinance No. 02-815 authorizes the placement of liens on properties on which delinquent civil debts have accrued and makes property owners responsible for delinquent sewer and trash charges accrued after the effective date of the Ordinance (March 1, 2002) for accounts in tenants' names. Prior to the City Council's adoption of Ordinance No. 02-815, property owners were responsible for only those accounts in their own names.

FISCAL IMPACT: Recoverable amount is \$63,311.33, plus \$3,840.00 for release of lien fees, plus \$9,600.00 in lien fees, for a total of \$76,751.33.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 20-3259 authorizing placement of liens on certain properties for delinquent sewer and trash charges as listed on Exhibit A of said Resolution.

RESOLUTION NO. 20-3259

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

WHEREAS, Chapter 1.12 of the Montclair Municipal Code authorizes the City to place liens on properties on which delinquent civil debts have accrued; and

WHEREAS, all owners of property in the City of Montclair were notified about the adoption of Ordinance No. 02-815 authorizing placement of liens on properties on which delinquent civil debts have accrued; and

WHEREAS, it has been determined that there are 192 sewer and/or trash accounts on which there are delinquencies in excess of 90 days; and

WHEREAS, the owners of these properties have received regular billing statements and late notices since the onset of such delinquencies; and

WHEREAS, the owners of these properties were notified on January 9, 2020, that their delinquent accounts are subject to causing a lien to be placed on their properties for settlement of such delinquencies; and that such liens would be considered for approval by the Montclair City Council on Monday, February 3, 2020.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair approves the placement of liens on the properties and in the amounts specified in Exhibit A, entitled *Report of Delinquent Civil Debts - February 2020*, attached hereto.

BE IT FURTHER RESOLVED that the City Clerk is authorized to provide the San Bernardino County Auditor/Controller-Recorder with the documents required to cause such liens to be placed.

APPROVED AND ADOPTED this XX day of XX, 2020.

Mayor

ATTEST:

City Clerk

I, Andrea M. Phillips, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 20-3259 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, 2020, 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 20-3259
Report of Delinquent Civil Debts — February 2020

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
4237	3rd Street	Residential	364.04	20.00	50.00	434.04
11222	Ada Avenue	Residential	248.58	20.00	50.00	318.58
11225	Ada Avenue	Residential	278.36	20.00	50.00	348.36
10483	Adobe Court	Senior	223.02	20.00	50.00	293.02
10247	Amherst Avenue	Residential	385.25	20.00	50.00	455.25
10360	Amherst Avenue	Multifamily	1,188.93	20.00	50.00	1,258.93
11141	Amherst Avenue	Residential	278.36	20.00	50.00	348.36
11142	Amherst Avenue	Residential	656.43	20.00	50.00	726.43
11151	Amherst Avenue	Residential	278.36	20.00	50.00	348.36
4265	Appaloosa Way	Residential	317.69	20.00	50.00	387.69
4306	Appaloosa Way	Residential	424.88	20.00	50.00	494.88
10524	Arabian Place	Residential	275.15	20.00	50.00	345.15
10548	Arabian Place	Residential	219.94	20.00	50.00	289.94
4517	Arrow Hwy	Residential	249.17	20.00	50.00	319.17
5483	Arrow Hwy	Commercial	231.97	20.00	50.00	301.97
4624	Bandera Street	Multifamily	1,232.62	20.00	50.00	1,302.62
4959	Bandera Street	Residential	252.90	20.00	50.00	322.90
5065	Bandera Street	Residential	271.17	20.00	50.00	341.17
5071	Bandera Street	Residential	385.25	20.00	50.00	455.25
5097	Bandera Street	Residential	241.00	20.00	50.00	311.00
5105	Bandera Street	Residential	249.17	20.00	50.00	319.17
5211	Bandera Street	Multifamily	364.02	20.00	50.00	434.02
5598	Bandera Street	Residential	278.54	20.00	50.00	348.54
4432-34	Bandera Street	Multifamily	556.72	20.00	50.00	626.72
10136	Bel Air Avenue	Senior	269.43	20.00	50.00	339.43
10145	Bel Air Avenue	Residential	278.36	20.00	50.00	348.36
5216	Belvedere Way	Residential	218.11	20.00	50.00	288.11
5196	Benito Street	Commercial	295.84	20.00	50.00	365.84
10278	Benson Avenue	Residential	290.12	20.00	50.00	360.12
5214	Berkshire Way	Residential	300.00	20.00	50.00	370.00
11339	Brunswick Lane	Residential	294.76	20.00	50.00	364.76
11419	Brunswick Lane	Residential	330.81	20.00	50.00	400.81
11187	Buckskin Avenue	Senior	450.11	20.00	50.00	520.11
10407	Camarena Avenue	Residential	278.36	20.00	50.00	348.36
8944	Camulos Avenue	Residential	278.01	20.00	50.00	348.01
10234	Camulos Avenue	Residential	278.39	20.00	50.00	348.39
10259	Camulos Avenue	Residential	278.36	20.00	50.00	348.36
10271	Camulos Avenue	Residential	285.25	20.00	50.00	355.25
11409	Cannery Row	Residential	294.76	20.00	50.00	364.76

Exhibit A to Resolution 20-3259
Report of Delinquent Civil Debts — February 2020

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
4924	Canoga Street	Residential	278.36	20.00	50.00	348.36
4945	Canoga Street	Residential	294.19	20.00	50.00	364.19
4949	Canoga Street	Residential	278.43	20.00	50.00	348.43
5014	Canoga Street	Residential	278.36	20.00	50.00	348.36
5068	Canoga Street	Residential	430.48	20.00	50.00	500.48
5205	Canoga Street	Multifamily	285.60	20.00	50.00	355.60
11158	Carriage Avenue	Residential	278.36	20.00	50.00	348.36
11239	Carriage Avenue	Senior	313.00	20.00	50.00	383.00
11178	Carrillo Avenue	Residential	278.36	20.00	50.00	348.36
9515	Central Avenue	Commercial	248.63	20.00	50.00	318.63
9802	Central Avenue	Commercial	2,408.87	20.00	50.00	2,478.87
4337	Clair Street	Residential	455.89	20.00	50.00	525.89
4397	Clair Street	Residential	385.25	20.00	50.00	455.25
5158	Clair Street	Residential	229.29	20.00	50.00	299.29
5230	Clair Street	Residential	278.36	20.00	50.00	348.36
5246	Clair Street	Residential	235.25	20.00	50.00	305.25
4287	Clydesdale Way	Residential	301.09	20.00	50.00	371.09
4337	Clydesdale Way	Residential	205.21	20.00	50.00	275.21
10231	Coalinga Avenue	Residential	278.36	20.00	50.00	348.36
10989	Coalinga Avenue	Residential	278.35	20.00	50.00	348.35
11148	Coalinga Avenue	Residential	278.08	20.00	50.00	348.08
5216	Coventry Way	Residential	278.35	20.00	50.00	348.35
5222	Coventry Way	Residential	241.12	20.00	50.00	311.12
11469	Cumberland Lane	Residential	294.76	20.00	50.00	364.76
11476	Cumberland Lane	Residential	282.92	20.00	50.00	352.92
10190	Del Mar Avenue	Residential	278.36	20.00	50.00	348.36
10236	Del Mar Avenue	Residential	278.36	20.00	50.00	348.36
4506	Donner Court	Residential	280.27	20.00	50.00	350.27
11159	Essex Avenue	Residential	278.51	20.00	50.00	348.51
4628	Evert Street	Residential	249.17	20.00	50.00	319.17
4664	Evert Street	Residential	517.24	20.00	50.00	587.24
4705	Evert Street	Residential	278.36	20.00	50.00	348.36
4790	Evert Street	Residential	554.28	20.00	50.00	624.28
5036	Evert Street	Residential	385.25	20.00	50.00	455.25
5371	Evert Street	Residential	300.47	20.00	50.00	370.47
11366	Fairfax Ln	Residential	335.55	20.00	50.00	405.55
4219	Fauna Street	Residential	278.36	20.00	50.00	348.36
4244	Fauna Street	Residential	263.88	20.00	50.00	333.88
4256	Fauna Street	Residential	369.60	20.00	50.00	439.60

Exhibit A to Resolution 20-3259
Report of Delinquent Civil Debts — February 2020

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
4267	Fauna Street	Residential	332.34	20.00	50.00	402.34
4291	Fauna Street	Residential	278.36	20.00	50.00	348.36
4456	Fauna Street	Senior	224.01	20.00	50.00	294.01
4703	Fauna Street	Residential	278.36	20.00	50.00	348.36
4738	Fauna Street	Residential	278.29	20.00	50.00	348.29
4849	Fauna Street	Residential	445.59	20.00	50.00	515.59
4852	Fauna Street	Residential	297.15	20.00	50.00	367.15
4909	Fauna Street	Senior	262.79	20.00	50.00	332.79
4910	Fauna Street	Residential	247.35	20.00	50.00	317.35
10242	Felipe Avenue	Residential	278.36	20.00	50.00	348.36
10260	Felipe Avenue	Senior	238.94	20.00	50.00	308.94
8919-21	Felipe Avenue	Multifamily	556.72	20.00	50.00	626.72
8947-49	Felipe Avenue	Multifamily	523.08	20.00	50.00	593.08
10427	Felipe Lane	Residential	385.25	20.00	50.00	455.25
4642	Flora Street	Residential	226.93	20.00	50.00	296.93
4730	Flora Street	Residential	278.55	20.00	50.00	348.55
4747	Flora Street	Residential	249.17	20.00	50.00	319.17
4932	Flora Street	Residential	306.62	20.00	50.00	376.62
5382	Flora Street	Residential	385.25	20.00	50.00	455.25
10166	Fremont Avenue	Residential	307.21	20.00	50.00	377.21
10253	Fremont Avenue	Residential	278.36	20.00	50.00	348.36
10287	Fremont Avenue	Residential	341.99	20.00	50.00	411.99
10945	Fremont Avenue	Multifamily	447.62	20.00	50.00	517.62
11163	Fremont Avenue	Residential	279.65	20.00	50.00	349.65
10161	Geneva Avenue	Residential	249.17	20.00	50.00	319.17
4125	Grand Avenue	Residential	290.05	20.00	50.00	360.05
4507	Grand Avenue	Residential	216.23	20.00	50.00	286.23
11335	Halifax Lane	Residential	294.76	20.00	50.00	364.76
3760	Hampton Drive	Residential	224.13	20.00	50.00	294.13
3792	Hampton Drive	Residential	258.48	20.00	50.00	328.48
5232	Hanover Way	Residential	291.37	20.00	50.00	361.37
11344	Hartford Lane	Residential	255.69	20.00	50.00	325.69
11418	Hartford Lane	Residential	294.76	20.00	50.00	364.76
5007	Holt Blvd.	Residential	314.74	20.00	50.00	384.74
4103	Howard Street	Residential	278.36	20.00	50.00	348.36
4597	Howard Street	Residential	259.03	20.00	50.00	329.03
4910	Howard Street	Residential	307.01	20.00	50.00	377.01
5013	Howard Street	Senior	239.59	20.00	50.00	309.59
5027	Howard Street	Residential	291.99	20.00	50.00	361.99

Exhibit A to Resolution 20-3259
Report of Delinquent Civil Debts — February 2020

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
4558	Humboldt Court	Residential	255.00	20.00	50.00	325.00
10244	Kimberly Avenue	Residential	345.48	20.00	50.00	415.48
11000	Kimberly Avenue	Residential	455.10	20.00	50.00	525.10
11065	Kimberly Avenue	Residential	279.85	20.00	50.00	349.85
4265	Kingsley Street	Multifamily	536.00	20.00	50.00	606.00
4671	Kingsley Street	Multifamily	556.64	20.00	50.00	626.64
4724	Kingsley Street	Residential	278.36	20.00	50.00	348.36
4733	Kingsley Street	Multifamily	224.92	20.00	50.00	294.92
4909	Kingsley Street	Residential	278.42	20.00	50.00	348.42
5019	Kingsley Street	Residential	278.36	20.00	50.00	348.36
5476	Kingsley Street	Residential	277.95	20.00	50.00	347.95
5173-75	Kingsley Street	Multifamily	533.33	20.00	50.00	603.33
5217-19	Kingsley Street	Multifamily	241.60	20.00	50.00	311.60
10187	Lehigh Avenue	Residential	385.25	20.00	50.00	455.25
10360-62	Lehigh Avenue	Multifamily	716.00	20.00	50.00	786.00
10390-92	Lehigh Avenue	Multifamily	556.72	20.00	50.00	626.72
4414	Mane Street	Residential	428.35	20.00	50.00	498.35
4543	Mane Street	Residential	278.36	20.00	50.00	348.36
4846	Mane Street	Residential	278.58	20.00	50.00	348.58
4855	Mane Street	Residential	278.36	20.00	50.00	348.36
4908	Manzanita Street	Residential	249.17	20.00	50.00	319.17
8875	Maple Avenue	Residential	306.78	20.00	50.00	376.78
11349	Marquette Lane	Residential	347.27	20.00	50.00	417.27
11442	Marquette Lane	Residential	290.89	20.00	50.00	360.89
10189	Mills Avenue	Residential	271.85	20.00	50.00	341.85
10231	Mills Avenue	Residential	278.36	20.00	50.00	348.36
11458	Millstone Lane	Residential	269.87	20.00	50.00	339.87
5121	Mission Blvd.	Residential	349.76	20.00	50.00	419.76
5239	Monte Verde Street	Residential	278.36	20.00	50.00	348.36
10290	Monte Vista Avenue	Senior	317.69	20.00	50.00	387.69
11007	Monte Vista Avenue	Residential	265.43	20.00	50.00	335.43
11313	Monte Vista Avenue	Residential	298.59	20.00	50.00	368.59
10557	Mustang Circle	Senior	211.63	20.00	50.00	281.63
10163	Oak Glen Avenue	Residential	249.19	20.00	50.00	319.19
10176	Oak Glen Avenue	Senior	249.16	20.00	50.00	319.16
4595	Oakdale Street	Residential	278.36	20.00	50.00	348.36
4949	Orchard Street	Residential	362.00	20.00	50.00	432.00
5171	Orchard Street	Senior	335.72	20.00	50.00	405.72
5422	Orchard Street	Residential	278.36	20.00	50.00	348.36

Exhibit A to Resolution 20-3259
Report of Delinquent Civil Debts — February 2020

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
5655	Palo Verde Street	Commercial	471.96	20.00	50.00	541.96
3765	Peachwood Drive	Residential	294.69	20.00	50.00	364.69
10154	Poulsen Avenue	Residential	278.36	20.00	50.00	348.36
11210	Poulsen Avenue	Residential	278.32	20.00	50.00	348.32
10206	Pradera Avenue	Residential	278.35	20.00	50.00	348.35
11110	Ramona Avenue	Senior	223.02	20.00	50.00	293.02
4668	Rawhide Street	Residential	278.36	20.00	50.00	348.36
4765	Rodeo Street	Residential	288.46	20.00	50.00	358.46
5054	Rodeo Street	Residential	260.95	20.00	50.00	330.95
11052	San Juan Way	Residential	278.36	20.00	50.00	348.36
11014	San Miguel Way	Residential	278.36	20.00	50.00	348.36
11045	San Miguel Way	Residential	424.94	20.00	50.00	494.94
11000	San Pasqual Avenue	Residential	243.68	20.00	50.00	313.68
11020	San Pasqual Avenue	Residential	278.51	20.00	50.00	348.51
11143	San Pasqual Avenue	Residential	299.89	20.00	50.00	369.89
10163	Santa Anita Avenue	Residential	284.17	20.00	50.00	354.17
10221	Santa Anita Avenue	Residential	278.36	20.00	50.00	348.36
10298	Santa Anita Avenue	Residential	278.51	20.00	50.00	348.51
10170	Saratoga Avenue	Residential	217.47	20.00	50.00	287.47
10270	Saratoga Avenue	Residential	360.26	20.00	50.00	430.26
10290	Saratoga Avenue	Residential	263.95	20.00	50.00	333.95
10970	Shetland Avenue	Residential	275.15	20.00	50.00	345.15
11054	Stagecoach Avenue	Residential	278.36	20.00	50.00	348.36
11011	Stallion Avenue	Residential	278.36	20.00	50.00	348.36
10289	Tudor Avenue	Residential	278.36	20.00	50.00	348.36
10115	Vernon Avenue	Residential	385.25	20.00	50.00	455.25
10431	Vernon Avenue	Residential	277.58	20.00	50.00	347.58
5533	Vernon Court	Residential	278.01	20.00	50.00	348.01
5555	Vernon Court	Residential	385.25	20.00	50.00	455.25
4230	Via Amore	Residential	274.62	20.00	50.00	344.62
4184	Via Napoli	Residential	263.04	20.00	50.00	333.04
10438	Via Palma	Residential	385.25	20.00	50.00	455.25
10937	Whitewater Avenue	Residential	274.52	20.00	50.00	344.52
11178	Whitewater Avenue	Residential	278.36	20.00	50.00	348.36
11263	Whitewater Avenue	Residential	322.79	20.00	50.00	392.79
4515	Yosemite Drive	Residential	278.36	20.00	50.00	348.36
		Totals:	\$63,311.33	\$3,840.00	\$9,600.00	\$76,751.33

**MINUTES OF THE REGULAR MEETING OF THE PUBLIC WORKS
COMMITTEE HELD ON THURSDAY, DECEMBER 19, 2019, AT 4:00 P.M.
IN THE CITY MANAGER CONFERENCE ROOM, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Chair Raft called the meeting to order at 4:05 p.m.

II. ROLL CALL

Present: Mayor Pro Tem Raft (Chair); Council Member Johnson (Committee Member); Public Works Director/City Engineer Castillo; Public Works Superintendent Mendez; Director of Community Development Diaz; Assistant Director of Housing/Planning Manager Caldwell

Absent: City Manager Starr; Economic Development Consultant Staats; Senior Management Analyst Fuentes; Executive Director of Public Safety/Police Chief Avels

III. APPROVAL OF MINUTES

The Committee approved the minutes of the November 21, 2019 meeting.

IV. PUBLIC COMMENT — None

V. PUBLIC WORKS DEPARTMENT UPDATES/ITEMS

A. OPERATIONS

1. MAINTENANCE ACTIVITIES

An Operations Activities Report for the past month was included with the agenda. There were no questions or issues with the report.

2. ADDITIONAL ITEMS

Public Works Superintendent Mendez stated that the trees at the Reeder Ranch property will be treated for Huanglongbing (HLB), which is a disease that the Asian Citrus Psyllid (ACP) carries. Symptoms do not often appear until two years after infection, making HLB difficult to contain and suppress. He mentioned that staff had a meeting with the California Department of Food and Agriculture (CDFA) and the County of San Bernardino Agriculture Department concerning this issue. Public Works Director/City Engineer Castillo stated that CDFA declared a new quarantine zone following the detection of HLB in a single citrus tree in Montclair's Sphere of Influence.

B. FACILITIES

1. MAINTENANCE ACTIVITIES

A Facilities Report for the past month was included with the agenda. There were no questions or issues with the report.

2. ADDITIONAL ITEMS

Public Works Superintendent Mendez stated that facility inspections have been completed per the Injury & Illness Prevention Program (IIPP) required by OSHA. The Inspection Subcommittee included himself as Safety Committee Vice Chairperson, Deputy Fire Marshall Scott Sherwood, Director of Administrative Services and Human Resources Jon Hamilton, and Building Maintenance Supervisor Mathew Paradis.

C. ENGINEERING DIVISION ITEMS

1. 9015 Helena Avenue — Deed over parkway area.

A resident wants the parkway area deeded over to 9015 Helena Avenue. Public Works Committee is in agreement with deeding over the area. Public Works Director/City Engineer Castillo will work with the City Attorney to move the item forward.

2. 9614 Benson Avenue — Deed over access to Sunrise Park.

Public Works Director/City Engineer Castillo stated that the City will need to complete the in-progress General Plan parks accessibility process to see if any recommendations come forth concerning this issue. The committee previously mentioned that they do not want to open the access point because it can turn into a police and safety enforcement issue. The access point will either be deeded over to the property owner or it will remain closed. Public Works Director/City Engineer Castillo stated that he will follow up with this issue.

VI. POLICE DEPARTMENT UPDATE/ITEMS — None

VII. COMMUNITY DEVELOPMENT DEPARTMENT PROJECT UPDATES/ITEMS

A. PROJECT UPDATES

Director of Community Development Diaz stated that Lazy Dog restaurant opened on Friday, December 13, 2019. He also stated that on the north side corner of the AMC Theater building one can get a glimpse of the decorative screening which will be the design throughout the entire building. Lastly, Council had the opportunity to preview the upcoming Village at Montclair. Director of Community Development Diaz stated that hopefully by the end of the first quarter, plans will be final and ready for approval.

VIII. CAPITAL PROJECT UPDATES

Public Works Director/City Engineer Castillo reported the status of the following capital improvement projects:

A. LOCAL PROJECTS

1. CENTRAL AVENUE UTILITY UNDERGROUND PROJECT

Public Works Director/City Engineer Castillo stated that the undergrounding is almost complete, but there is still one utility that needs to go underground, which is Verizon. Staff went to Council to appropriate additional funds to pay one of the other utilities to underground it. Typically, the company will submit an estimate invoice and the City will pay upfront. If the cost exceeds that amount, then the City will pay the remaining balance.

2. CITY HALL REMODEL PHASE 1 PROJECT (COUNCIL CHAMBERS IMPROVEMENTS)

The City Hall Remodel Phase 1 Project was taken to Council and accepted as complete.

3. CENTRAL AVENUE STREET REHABILITATION PROJECT PHASE 1

Work began in November 2019 and construction will potentially be completed in May 2020.

4. REEDER RANCH ROOF REPLACEMENT AND ELECTRICAL PROJECT

The Reeder Ranch roof electrical work is still in progress.

5. CITY HALL REMODEL PHASE 2 PROJECT (FINANCE OFFICES)

During construction, Finance Department staff will be relocated near the Human Services building. The code enforcement trailer has been moved to the Police Department and the Golden Express bus has been moved to the south parking lot, which creates more space to put in place a container for the contractor. The expected date of completion for this project will be May or June 2020.

6. HOLT BOULEVARD REHABILITATION PROJECT

This project is in the design phase and will begin construction in 2020.

B. REGIONAL PROJECTS

1. MONTE VISTA AVENUE/UPRR GRADE SEPERATION PROJECT

Public Works Director/City Engineer Castillo stated that an email was sent out regarding the signals on Monte Vista. They have been put into operation, but may still be flashing due to unfinished work. There are a few tasks that still need to be completed including the railing on the west side.

2. I-10 CORRIDOR PROJECT

Public Works Director/City Engineer Castillo stated that the utility relocation will start on January 6, 2020 with the Southern California Gas Company. The majority of the utility relocation will be done by Edison, which will be night work, and will start the week of January 13, 2020. Utility work is projected to be completed October 2020. K-rail construction barriers will remain on Monte Vista until 2023. Due to the Monte Vista bridge having to be lowered 2-3 feet, a few trees north of the I-10 freeway will have to be removed in the median, but will be replaced at a later date.

3. CHINO BASIN PROGRAM (IEUA)

Staff continues to team up with the Inland Empire Utilities Agency (IEUA) on the Chino Basin Program. This is a very complex project and there are several components involved. Discussions about the plan will resume after the holidays. If the City decides to move forward with the project, an agreement will be brought to Council.

4. FOOTHILL GOLD LINE EXTENSION

Public Works Director/City Engineer Castillo stated that the San Bernardino County Transportation Authority (SBCTA) tried to defund the portion of the Gold Line segment to be built within its jurisdiction. An item will go to the Board to keep the funding in place. SBCTA will not be seeking the Gold Link alternative it had proposed, and realized that trying to put the Gold Link under its own operations will most likely not be feasible due to the high cost of insurance. SBCTA will have Metrolink look into the possibility of operating the Gold Link.

5. CENTRAL AVENUE BRIDGE

Public Works Director/City Engineer Castillo stated that staff had a meeting with a consultant in hopes to negotiate a contract. The highway bridge program consists of federal grant monies, which means that staff has to go through Caltrans local assistance for approval. If approved, then staff will bring the item to Council for an agreement with the designer, Biggs Cardosa Associates (BCA). Each phase—design and environmental—will take a year. Construction is projected to begin in 2023.

IX. COMMITTEE AND CITY MANAGER ITEMS — None

X. ADJOURNMENT

At 4:23 p.m., Chair Raft adjourned the meeting of the Public Works Committee. The next meeting of the Public Works Committee is scheduled to be held at 4:00 p.m. on January 16, 2020, in the City Manager's Conference Room.

Submitted for Public Works Committee approval,


Samantha Contreras
Transcribing Secretary

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON TUESDAY,
JANUARY 21, 2020, AT 8:16 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 8:16 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 December 16, 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 December 16, 2019.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION


At 8:17 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 8:35 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 8:35 p.m., Mayor Pro Tem Raft adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager