

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

AGENDA

Monday, November 1, 2021
7:00 p.m.

Location

Council Chamber
5111 Benito Street
Montclair, CA 91763

Webinar Link

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

Dial #

1-669-900-6833

Meeting ID

937-1715-0550



Mayor Javier "John" Dutrey
Mayor Pro Tem Bill Ruh
Council Members Tenice Johnson,
Council Member Corysa Martinez
Council Member Benjamin "Ben" Lopez

City Manager Edward C. Starr
City Attorney Diane E. Robbins
City Clerk Andrea M. Myrick



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

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

Monday, November 1, 2021
7:00 p.m.

Remote Participation Information:

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

Dial Number: 1-(669)-900-6833

Meeting ID: 937-1715-0550

*If you want to make a public comment or speak on an agenda item, including public hearing and closed session items, please complete a Speaker Card in the Council Chambers or at <https://www.cityofmontclair.org/public-comment/>. The Mayor/Chair (or the meeting's Presiding Officer) will call on those who submitted requests to speak at the appropriate times during the meeting. Those who did not submit a request to speak who are present at the meeting location may raise their hand during Public Comment to request to speak. Those participating remotely may request speak using the "raise hand" function in Zoom or may dial *9 if on the phone, and then *6 to un-mute when called on to speak. Written comments (200-word limit per agenda item, and 200-word limit for all non-agenda items combined) and requests to speak can also be emailed to cityclerk@cityofmontclair.org at least one hour before the meeting begins.*

Audio recordings of Council meetings are available on the City's website at <https://www.cityofmontclair.org/departments/public-meetings/> and can be accessed by the end of the next business day following the meeting.

AGENDA

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

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 — None

VI. PUBLIC COMMENT

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

*If you did not submit a Speaker Card and would like to speak on an item on the **Consent Calendar**, please raise your hand during Public Comment to announce the agenda item you would like to provide comments on. The presiding officer will pull the item from the Consent Calendar and will then call on you to speak at the time of the item's consideration.*

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

VII. PUBLIC HEARINGS — None

VIII. CONSENT CALENDAR

- A. Approval of Minutes
 - 1. Regular Joint Meeting — October 18, 2021 [CC/SA/MHC/MHA/MCF] 59
- B. Administrative Reports
 - 1. Consider Approval of Warrant Register & Payroll Documentation [CC] 4
 - 2. Consider Authorizing the Receipt of \$13,592.30 from the Fiscal Year 2021 Patrick Leahy Bulletproof Vest Partnership Program to Assist with the Cost of Ballistic Vests [CC] 5
 - 3. Consider Approving the Purchase of Whole Turkeys and Assorted Items for the Montclair Holiday Food and Toy Basket Program [MCF] 6
- C. Agreements
 - 1. Consider Approval of Agreement No. 21-66 with Greyhound Lines, Inc. for Shared Use of a Single Bus Bay for Daily Commercial Bus Passenger Service and Ground Space for an Employee-Operated Ticket Vending and Customer Service Kiosk at the Montclair Transcenter [CC] 7
 - 2. Consider Approval of Agreement No. 21-67 with Graffiti Tracker Inc. for Continued Use of its Database to Track And Analyze Graffiti [CC]
Consider Authorizing a \$3,300 Appropriation from the Prop 30/AB 109 Fund to Pay the Costs Associated with Agreement No. 21-67 [CC] 24
 - 3. Consider Approval of Agreement No. 21-68 Amending Agreement No. 20-85 with Securitas Security Services USA, Inc. for Security Guard Services at the Montclair Transcenter [CC] 33
 - 4. Consider Approval of Agreement No. 21-69 with San Bernardino County for Road Improvements in the County’s Jurisdiction Associated with the Central Avenue/Union Pacific Railroad Bridge Rehabilitation Project [CC] 35
 - 5. Consider Receiving and Filing a Status Report on Emergency Contracting Procedures for the Pacific Electric Trail Bridge Replacement Project and Determining there is a Need to Continue the Action [CC]
Consider Authorizing City Manager Edward C. Starr to Award and Sign Agreement No. 21-70 with the Lowest Responsive, Responsible Bidder for the Pacific Electric Trail Bridge Replacement Project in an Amount Not to Exceed \$200,000, Including a Construction Contingency [CC] 44
 - 6. Consider Amending the 2019-2024 Capital Improvement Program to Add the Modular Restroom Facility at the Montclair Transcenter Project [CC]
Consider Authorizing Appropriations in the Amounts of \$275,000 from 2021 Lease Revenue Bond Funds and \$25,000 from Greyhound Lease Agreement No. 21-66 Funds for Costs Related to the Modular Restroom Facility at the Montclair Transcenter Project [CC]
Consider Authorizing Staff to Advertise for Bid Proposals for the Construction of the Modular Restroom Facility at the Montclair Transcenter Project [CC]

Consider Authorizing City Manager Edward C. Starr to Award and Sign Agreement No. 21-71 with the Lowest Responsive, Responsible Bidder for the Modular Restroom Facility at the Montclair Transcenter Project for a Not-to-Exceed Amount of \$120,000, Including a Construction Contingency [CC]

46

D. Resolutions

1. Consider Adoption of Resolution No. 21-3325 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges [CC]

51

IX. PULLED CONSENT CALENDAR ITEMS

X. COUNCIL WORKSHOP

A. Determination of Infrastructure Projects to be Funded by Lease Revenue Bond Issue 2021A

(The City Council may consider continuing this item to an adjourned meeting on Wednesday, November 10, 2021, at 6:00 p.m.)

XI. COMMUNICATIONS

A. Department Reports — None

B. City Attorney

C. City Manager/Executive Director

D. Mayor/Chairperson

E. Council Members/Directors

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

1. Personnel Committee Meeting — October 18, 2021 [CC]

58

XII. ADJOURNMENT

The next regular joint meeting of the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board will be held on Monday, November 15, 2021, at 7:00 p.m.

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

If you need special assistance to participate in this meeting, please contact the City Clerk's Office at (909) 625-9416 or e-mail cityclerk@cityofmontclair.org. Notification prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)

I, Andrea M. Myrick, City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the City's website at <https://www.cityofmontclair.org/departments/public-meetings/> and on the bulletin board adjacent to the north door of Montclair City Hall at 5111 Benito Street, Montclair, CA 91763 on Thursday, October 28, 2021.



CITY COUNCIL AGENDA REPORT

DATE:	NOVEMBER 1, 2021	FILE I.D.:	FIN540
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	FINANCE
ITEM NO.:	1	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 Ruh has examined the Warrant Register dated November 1, 2021, and the Payroll Documentation dated September 26, 2021, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated November 1, 2021, totals \$1,471,577.60.

The Payroll Documentation dated September 26, 2021 totals \$653,563.35 gross, with \$455,319.47 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:	NOVEMBER 1, 2021	FILE I.D.:	PDT362
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	POLICE
ITEM NO.:	2	PREPARER:	M. BUTLER
SUBJECT:	CONSIDER AUTHORIZING THE RECEIPT OF \$13,592.30 FROM THE FISCAL YEAR 2021 PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP PROGRAM TO ASSIST WITH THE COST OF BALLISTIC VESTS		

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing the receipt of \$13,592.30 from the Fiscal Year 2021 Patrick Leahy Bulletproof Vest Partnership (BVP) Program to assist with the purchase of ballistic vests.

BACKGROUND: The U.S. Bureau of Justice Assistance administers the BVP Program, created by the Bulletproof Vest Partnership Grant Act of 1998, which assists state, local, and tribal jurisdictions in purchasing body armor for sworn law enforcement officers. The BVP Program reimburses agencies for up to 50 percent of the total cost of body armor vests that comply with the most current National Institute of Justice ballistic body armor standards.

Each year, staff applies for the BVP Program to assist with the cost of ballistic vests. In October 2021, the Montclair Police Department was awarded \$13,592.30, which would cover half the cost of approximately 24 vests. The Department has a “mandatory wear policy” for all officers, and each ballistic vest has a five-year replacement cycle. The Department is committed to maximizing officer safety through the use of body armor in combination with prescribed safety procedures. BVP federal funds would be used to replace five-year-old vests and to issue vests to newly hired Officers.

FISCAL IMPACT: If approved by the City Council, the Police Department would receive \$13,592.30 toward the purchase of ballistic vests from the BVP Program. The Fiscal Year 2021–22 Budget includes funds for the purchase of ballistic body armor, and the BVP federal funds would be used to reimburse the City up to 50 percent per vest and are available for two years from the time of the award announcement.

RECOMMENDATION: Staff recommends the City Council authorize the receipt of \$13,592.30 from the Fiscal Year 2021 Bulletproof Vest Partnership Program to assist with the cost of ballistic vests.



CITY COUNCIL AGENDA REPORT

DATE:	NOVEMBER 1, 2021	FILE I.D.:	MCF100
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	HUMAN SVCS./MCF
ITEM NO.:	3	PREPARER:	A. COLUNGA
SUBJECT:	CONSIDER APPROVING THE PURCHASE OF WHOLE TURKEYS AND ASSORTED ITEMS FOR THE MONTCLAIR HOLIDAY FOOD AND TOY BASKET PROGRAM		

REASON FOR CONSIDERATION: The Montclair Community Foundation (MCF) Board of Directors is requested to consider approval to use funds donated to MCF to purchase turkeys and other assorted items for the Holiday Food and Toy Basket Program.

BACKGROUND: The Montclair City Council also serves in its capacity as the MCF Board of Directors. The vision of MCF is to work collectively and collaboratively to strengthen services and enhance the quality of life for residents by promoting health, wellness, and economic stability for all, including the most vulnerable in our community. MCF's mission is to guarantee a quality community for all by working together as diverse, committed individuals and organizations to make an impact that improves the overall wellbeing of the community.

For 35 years, the City has coordinated the Holiday Food and Toy Basket Program to serve the less fortunate in Montclair by providing low-income families with a basket of food to prepare a holiday meal and toys for children. Since 2015, MCF has partnered with the City to provide whole turkeys and assorted food items to each qualified food basket recipient. The Holiday Food and Toy Basket Program provided over 550 disadvantaged Montclair children, their family members, and senior citizens with a holiday meal last year. The program is supplied and funded entirely through generous food, toy, and monetary donations to MCF by businesses, organizations, and individuals throughout the community.

Staff recommends MCF purchase whole turkeys and assorted food items to provide each Holiday Food and Toy Basket Program recipient with ingredients for a complete holiday meal. This would ensure the less fortunate in our community receive the provisions they need during the holiday season.

FISCAL IMPACT: Should the MCF Board approve the purchase of turkeys and assorted items, the City will make the purchases for the Holiday Food and Toy Basket Program, and MCF will reimburse the City with up to \$10,000 of funds donated to MCF.

RECOMMENDATION: Staff recommends the Montclair Community Foundation Board of Directors approve the purchase whole turkeys and assorted items for the Holiday Food and Toy Basket Program.



CITY COUNCIL AGENDA REPORT

DATE:	NOVEMBER 1, 2021	FILE I.D.:	TRN257
SECTION:	CONSENT - AGREEMENTS	DEPT.:	CITY MGR.
ITEM NO.:	1	PREPARER:	E. STARR
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 21-66 WITH GREYHOUND LINES, INC. FOR SHARED USE OF A SINGLE BUS BAY FOR DAILY COMMERCIAL BUS PASSENGER SERVICE AND GROUND SPACE FOR AN EMPLOYEE-OPERATED TICKET VENDING AND CUSTOMER SERVICE KIOSK AT THE MONTCLAIR TRANSCENTER		

REASON FOR CONSIDERATION: The City of Montclair, the California Department of Transportation (Caltrans), and the San Bernardino County Transportation Authority (SBCTA) own and operate the Montclair Transcenter. The City functions as a landlord for Transcenter operations. Greyhound Lines, Inc. has requested to locate its commercial bus passenger service at the Transcenter. The City Council approves agreements related to operational services at the Transcenter.

A copy of proposed License Agreement No. 21-66 with Greyhound is attached for City Council review and consideration.

BACKGROUND: On or about February 5, 2021, Greyhound Lines, Inc. initiated discussions with the City, Caltrans, and Omnitrans regarding shared use of a single bus bay at the Transcenter for daily commercial bus passenger services and ground space for an employee-operated ticket vending and customer service kiosk. Caltrans and SBCTA requested that the City serve as the lead agency, develop the license agreement, and oversee the project as operational site manager.

License Agreement No. 21-66 outlines Greyhound's use of the Transcenter to operate daily commercial bus passenger service. Exhibits A, B, and C to Agreement No. 21-66 illustrate the areas to be used by Greyhound and provide images and dimensions of the ticket vending and customer service kiosk. Exhibit D provides the schedule of Greyhound's daily commercial bus passenger services. Greyhound passengers will have access to and from the Transcenter's common areas, including benches, restrooms, covered canopy areas, and parking.

The main provisions of Agreement No. 21-66 include the following:

1. **Term.** The license term is five years (February 1, 2022, to January 31, 2027).
2. **Option to Extend.** The license term may be extended for up to two additional terms of five years each.
3. **Rent.** Rent for the initial license term is \$1,800 monthly, payable in advance to the City before the first day of each calendar month.
4. **Rent Adjustment.** Rent for each month of the term of each extension option shall be increased by the greater of (i) ten percent, or (ii) the cumulative Annual Average of the *Consumer Price Index for the Riverside-San Bernardino-Ontario Area* for the five-year Term preceding each five-year option exercised.

5. **Facilities Improvement Contribution.** Greyhound agrees to make a one-time contribution of \$25,000 toward the purchase and installation of a self-cleaning restroom facility for use by the public using the Transcenter's common areas.
6. **Use of Premises.** Greyhound will use the Transcenter solely for business operations and related activities and must provide to the City and Omnitrans a monthly schedule of daily commercial bus services for coordination of use of the shared bus bay.
7. **Utilities.** Greyhound shall provide and pay for all utility services related to its operations at the Transcenter.
8. **Assignment and Subletting.** Greyhound cannot assign or sublease any part of the premises; however, Greyhound may transfer the license to an entity that acquires ninety percent or more of its assets.
9. **Alterations, Improvements, and Additions.** Greyhound cannot install signage or make any alterations, improvements, or additions in, on, or about the Premises, including installation of an employee-operated ticket vending/customer service kiosk without the City's consent and appropriate permits. Greyhound must remove signage, alterations, improvements, personal property, or additions made to the premises within thirty days of the license's expiration. Any personal property, trade fixtures, signs, ticket vending kiosks, alterations, improvements, or additions not removed by Greyhound become the property of the City, and the City may assess Greyhound a reasonable removal, repair, and disposal fee.
10. **Taxes.** Greyhound must pay all taxes, if any, assessed against and levied upon its trade fixtures and other personal property located at the Transcenter.
11. **Insurance.** At its sole cost and expense, Greyhound shall maintain comprehensive general liability insurance including contractual liability as respects the license, providing a combined single limit of liability of not less than \$3 million per occurrence on the Premises. Greyhound shall annually provide the City with a certificate of insurance evidencing coverage and naming the City, Caltrans, and SBCTA as additional insured. Greyhound may self-insure its insurance liabilities and provide a certificate evidencing such coverage.
12. **Indemnity.** Each party agrees to defend, indemnify, and hold the other party harmless from any claims, demands, costs, and expenses, including reasonable attorney's fees arising from indemnifying a party's wrongful act or negligence on the premises.
13. **Public Purpose.** The Transcenter is a public property providing transit services to the public, subject to mandates outside the control or authority of the City and Greyhound that may affect physical or operational features of the Transcenter. Therefore, the parties to this agreement cannot and shall not be held liable for legislative mandates that affect the public purpose of the Transcenter. The City shall, if practicable or if not prohibited by legal limitations or prohibitions, provide Greyhound with advance notice of no less than ninety days of the date of any taking that affects the premises and operations of Greyhound. At its sole discretion, the City shall terminate the license as of the date the premises is no longer available to Greyhound for its business purposes. The City, Caltrans, and SBCTA shall have no

liability whatsoever for removal of, or loss or damage to, trade fixtures or personal property of Greyhound, nor for any loss of business, revenue, or profitable gains or earnings. Greyhound may relocate to a tenantable location at the Transcenter, if available.

14. **Defaults.** The following constitute default by Greyhound:
 - a. Failure to make any payment of rent that continues for twenty days after receiving notice of the late payment.
 - b. Failure to observe or perform any of the covenants, conditions, or provisions of the license, where the failure continues for thirty days after receiving notice. If more than thirty days are required to cure the default, the City shall not deem Greyhound in default provided Greyhound commences such a cure within thirty days and diligently completes the cure.
 - c. Greyhound's filing of a petition to be adjudged as bankrupt or the judicial declaration of Greyhound as bankrupt.
 - d. Appointment of a trustee or receiver to take possession of substantially all of Greyhound's assets at the premises, or of Greyhound's interest in the license, if possession is not restored within thirty days.
 - e. Attachment, execution, or other judicial seizure of substantially all of Greyhound's assets located at the premises or of Greyhound's interest in the license if possession is not discharged within thirty days.
15. **Remedies upon Default.** In the event of default by Greyhound, the City may, after giving notice, remove Greyhound's property, take and hold possession of the premises, expel Greyhound, and pursue remedies available under California law.
16. **Holding Over.** If Greyhound remains in possession of the Premises after the expiration of the license, Greyhound shall occupy the premises as a tenant on a month-to-month basis, subject to all license conditions.
17. **Environmental Matters.** Greyhound shall comply with all environmental laws and bear liability for remediating, removing, or abating any environmental or hazardous materials or conditions Greyhound may bring to the premises.
18. **Miscellaneous.**
 - a. *Signs.* Before erecting or posting any sign, Greyhound must submit a sign program to the City for approval by the Community Development Department and receive the necessary permits and approvals.
 - b. *Ticket Vending/Customer Service Kiosk.* Prior to erecting or installing any ticket vending and customer service kiosks, Greyhound shall submit a site plan for approval by the Community Development Department and receive the necessary permits and approvals.

- c. *Attorney's Fees.* If any party named in License Agreement No. 21-66 brings an action to enforce terms of License Agreement No. 21-66, the prevailing party shall be entitled to reasonable attorney's fees.

FISCAL IMPACT: Greyhound will pay the City \$1,800 in monthly rent (\$21,600 annually, or \$108,000 over the full five-year term), payable in advance of each calendar month of the initial term of the License Agreement.

Upon notice by Greyhound of its intent to exercise each of two five-year extension options, rent for each extension option's term shall automatically increase subject to the terms of the lease agreement. Funds will be deposited in the City's General Fund and used for Transcenter maintenance.

1. For the first five-year extension option, monthly rent shall increase to not less than \$1,980 monthly, \$23,760 annually, or \$118,800 over the first optional five-year term.
2. For the second five-year extension option, monthly rent shall increase to not less than \$2,178 monthly, \$26,136 annually, or \$130,680 over the second optional five-year term.

As a condition of approval of License Agreement No. 21-66, Greyhound agrees to make a one-time contribution of \$25,000 toward the City's acquisition and installation of a self-cleaning restroom facility for use and enjoyment by Greyhound and its customers, commuters, and the general public.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 21-65 with Greyhound Lines, Inc. for shared use of a single bus bay for daily commercial bus passenger service and ground space for an employee-operated ticket vending and customer service kiosk at the Montclair Transcenter.

LICENSE AGREEMENT

LANDLORD:

City of Montclair
P.O. Box 2308
5111 Benito Street
Montclair, CA 91763-2808

TENANT:

Greyhound Lines, Inc.
a Delaware corporation
350 N. St. Paul Street
Dallas, Texas 75266-0362
Attn.: Legal Department
Copy to: Real Estate Department

1. **DATE.** This License Agreement ("License") is made to be effective as of February 1, 2022.
2. **PREMISES.** The City of Montclair, a California Municipal Corporation (the "Landlord"), together with the California Department of Transportation and San Bernardino County Transportation Authority (the "Parties"), own the real property commonly known as the Montclair Transcenter (the "Transcenter"), and the Landlord, on behalf of the Parties, operates and maintains the Transcenter as a multimodal transit hub. Greyhound Lines, Inc., a Delaware Corporation (the "Tenant"), wishes to use a single bus bay and ground space for an employee-operated ticket vending/customer service kiosk (together, the "Premises"), the latter provided by Tenant, from which Tenant will operate daily commercial bus passenger services. Tenant also desires for its agents, operators, invitees and customers to have access to benches, restrooms, covered canopy areas, and parking facilities (the "Common Areas") located at the Transcenter. Landlord and Tenant hereby enter into a License Agreement permitting Tenant to use Premises and Common Areas for the term of the License Agreement (the "License") at the monthly license fee rate (the "Rent") provided for under Section 4 of this Agreement, and upon all the terms, covenants, conditions, and considerations set forth herein:

Premises is comprised of shared use of a single bus parking bay and approximately twenty-four (24) square feet of ground space for an employee-operated ticket vending/customer service kiosk provided, maintained and operated by Tenant in the City of Montclair, County of San Bernardino, State of California, on real property commonly known as the Montclair Transcenter, located at 5091 Richton Street, Montclair, CA 91763, and as more particularly described/illustrated in the site plan attached hereto as Exhibit "A", and incorporated herein for all purposes. Dimensions of the ticket vending/customer service kiosk are attached as Exhibit "B". A photo image of a standard ticket vending/customer service kiosk used by Tenant is attached as Exhibit "C". A weekly schedule of Tenant's proposed bus service operating schedule is attached as Exhibit "D".

Tenant, its employees, operators, invitees, and customers, shall have continuous and uninterrupted right of access to and from the Common Areas, and Tenant-regulated access to Tenant-operated ticket vending/customer service kiosk and bus bay on Premises to board and de-board to and from Tenant-provided commercial bus transport vehicles.

3. **TERM.** The term of this License shall be five (5) years (the "Initial Term"), commencing on February 1, 2022 (the "Commencement Date"), and extending through January 31, 2027 (the "Expiration Date"), unless sooner terminated or extended pursuant to the following provisions:

(a) **Option to Extend.** Upon expiration of the Initial Term, Tenant shall have the option to extend the term of this License for up to two additional Terms of five years each (the "Extension Option"), provided Tenant gives Landlord no less than thirty (30) days prior written notice of intent to exercise each of the Extension Options.

(b) **Terms Remain Same During Extension Option.** All provisions of this License shall remain the same during the Term of each Extension Option, excluding the Rent, which shall be adjusted as provided for in Section 4 herein.

4. **RENT AND FACILITIES SUPPORT.** Tenant hereby agrees to the following terms for monthly rent and one-time facilities improvement contribution:

(a) **Monthly Rent.** Throughout the Initial Term of this License, Tenant shall pay to Landlord, for use of the Premises, rent (the "Rent") in equal monthly installments of \$1,800.00, payable in advance, on or before the first day of each calendar month of the Term. Except as provided for in Section 15 herein, Rent for any period of less than one month shall be paid at the monthly rate set forth in this Subsection. Rent shall be payable to Landlord at its address set forth below, or to such other address as Landlord may designate by notice as provided herein:

CITY OF MONTCLAIR
ATTN: FINANCE DIRECTOR
PO BOX 2308
5111 BENITO STREET
MONTCLAIR, CA 91763-2808

(b) **Rent Adjustment.** Upon notice by Tenant of intent to exercise the Extension Option, and each of them, as provided for in Section 3 herein, Rent for each month of the Term of each Extension Option shall automatically be increased by the greater of ten (10) percent, or the cumulative *Annual Average* of the *Consumer Price Index for the Riverside-San Bernardino-Ontario Area* for the five-year Term preceding each five-year option exercised.

- (i) For the first five-year extension option, monthly rent shall increase to no less than \$1,980, effective February 1, 2027.
- (ii) For the second five-year extension option, monthly rent shall increase to no less than \$2,178, effective February 1, 2032.

Failure by Landlord to automatically adjust the monthly Rent during each Extension Option pursuant to this subsection shall not prohibit Landlord from retroactively and prospectively implementing a Rent adjustment as provided for herein.

(c) **Facilities Improvement Contribution.** As a condition of approval of this License, Tenant agrees to make a one-time contribution of \$25,000 toward Landlord's acquisition and installation of a self-cleaning restroom facility (the "Restroom") for use and enjoyment by Tenant and Landlord's agents, representatives, operators, invitees, customers, and the public. Landlord shall be fully responsible for purchase, acquisition, installation, and ongoing maintenance and repair of the Restroom. Restroom shall be installed in the Common Areas of the Transcenter and shall be accessible to Tenant's agents, representatives, operators, invitees, and customers. To comply with this Subsection, Tenant shall deposit with Landlord, not more than thirty (30) days following the Commencement Date, at the address provided for in Section 4(a) herein, a check in the sum of \$25,000 made out to the "CITY OF MONTCLAIR".

5. **USE OF PREMISES.** Tenant shall use the Premises for the conduct of Tenant's business operations and any other activities reasonably related thereto and for any other lawful purposes including, but not limited to, (i) picking up and dropping off customers, (ii) selling tickets to customers, and (iii) providing customer support. Tenant recognizes, accepts and agrees that the Transcenter is a multimodal transit center used for, but not limited to,

commuter rail, commuter light rail, ride sharing, ride hailing, taxi, electric scooter and bike transit, and other public and private bus/transit passenger services (together, the "Transit Services"), and that Tenant's License to use Premises shall not deny, prevent, interfere with, or otherwise abrogate Landlord's use of the Transcenter for any and all Transit Services. For use of Premises, Tenant agrees to provide, and shall provide, Landlord and Omnitrans with a monthly schedule of Tenant's daily bus services at the Transcenter for coordination of use of the shared bus bay as provided for in Section 2 herein. The monthly bus schedule for each succeeding month shall be provided no later than the 15th day of the preceding month; provided, however, if the daily schedule of Tenant's bus services is not subject to monthly, quarterly, or semi-annual adjustment, Tenant shall provide a quarterly, semi-annual or annual bus schedule, but no less than annually, as determined appropriate by Landlord, no later than the 15th day of the month that precedes the month in which the schedule is first effective.

6. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF TITLE.** Landlord hereby represents, warrants, and covenants to Tenant the following as of the Commencement Date:

(a) **Authority of Landlord.** Landlord has full right, power, and authority to grant the License conveyed herein and to execute and perform all of the terms, provisions, covenants, and agreements provided in this License.

(b) **Premises Complies with Legal Requirements.** To the best of Landlord's knowledge, the Premises complies with all applicable zoning requirements, ordinances, regulations, and all applicable laws affecting the Premises or Tenant's use of the Premises or Common Areas appurtenant to the Premises including, but not limited to, the Americans with Disabilities Act or other laws affecting handicapped access, and any environmental impact or traffic studies related thereto.

(c) **Premises Free of Hazardous Defects.** To the best of Landlord's knowledge, the Premises does not contain any asbestos or Hazardous Materials (as defined in Section 22 herein) and Landlord is not in violation of any federal, state, or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the Premises including, but not limited to, soil and ground water condition, and that no previous occupant of the Premises has used, generated, manufactured, stored or disposed of any Hazardous Materials on, under or about the Premises.

(d) **Enjoyment Subject to Disruption by Gold Line Extension.** Tenant's use of Premises may be subject to termination, interruption or relocation due to the planned extension of the Los Angeles Metropolitan Transportation Authority (Metro) "L" Line (formerly the Gold Line) light rail service to the Transcenter and the construction of a platform to service the "L" Line and its agents, operators, invitees, and customers. If Tenant elects to relocate to a tenantable location at the Transcenter pursuant to the requirements of this Subsection, Rent provisions as provided for in Section 15 herein, as applicable, shall apply.

7. **QUIET ENJOYMENT.** Except as otherwise provided for in this Section and Sections 6(d) and 16 herein, Landlord covenants and agrees that so long as Tenant observes and performs all of the agreements and covenants required of it hereunder, Tenant shall peaceably and quietly have, hold, and enjoy the Premises for the Term without any encumbrance, interference, or hindrance by Landlord. If Tenant's continued use of the Premises is restricted, limited or denied through rezoning, environmental impact edict, or other action or determination of any public or quasi-public agency or governmental authority, including Landlord or Parties, this License, at the option of Tenant, shall terminate as of the effective date of such action and the rent applying to the unexpired portion of the Term will abate and Tenant shall have no other recourse of action or complaint either by appeal, arbitration, or through courts of competent jurisdiction.

8. **UTILITIES.** Except as otherwise provided for in this Section, Landlord shall pay for all regular utility service charges related to operation of the Premises. Tenant shall pay for all utility services related to Tenant's operation of an employee-operated ticket vending/customer service kiosk.

9. **ASSIGNMENT AND SUBLETTING.** Tenant shall have no right to, and shall not assign or attempt to assign, this License or sublease, or attempt to sublease, all or a part of the Premises for any lawful purpose to any person or entity at any time or from time to time; provided, however, Tenant may assign this License to an entity that acquires all or substantially all ("substantially" defined as 90% or more) the assets of Tenant. Except as defined above, if Tenant assigns this License or subleases all or a part of Premises for any purpose, Tenant shall be in breach of this License and the penalty shall be revocation of this License and no other action or penalty shall be imposed except that Tenant, as assignor/sub lessor, shall be fully liable and responsible for any legal and other costs so declared by the assignee/sub lessee and any legal and other costs so declared by the Landlord related to termination of the sublease.

10. **ALTERATIONS, IMPROVEMENTS, AND ADDITIONS.** Tenant shall not, without Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed, and subject to appropriate permits and/or certificate of occupancy issued by Landlord, install signage, or make any alterations, improvements, or additions in, on, or about the Premises which Tenant may deem necessary or desirable, including installation and operation of an employee-operated ticket vending/customer service kiosk. Tenant shall remove such alterations, improvements, or additions made by it in, on, or about the Premises upon the Expiration Date of the License or any Extension Option. Tenant's personal property and its trade fixtures, including all signs, ticket vending/customer service kiosks, machinery, equipment, and furnishings, shall remain the property of Tenant and shall be removed by Tenant. Any personal property, trade fixtures, signs, ticket vending/customer service kiosks, alterations, improvements, or additions not removed by Tenant within thirty (30) days after the Expiration Date of the License or any Extension Option shall automatically become the property of Landlord and Tenant shall be subject to a reasonable removal, repair, and disposal fee. Tenant shall repair any material damage to the Premises caused by Tenant's or Landlord's removal of Tenant's personal property, trade fixtures, ticket vending/customer service kiosks, alterations, improvements, or additions. Alterations, improvements or additions to the Premises, as may be required solely by reason of the nature of Tenant's business, shall be at the sole cost of Tenant and such alterations, improvements or additions may include, but not be limited to, installation of signage; acquisition, installation, maintenance, and provision for an employee-operated ticket vending/customer service kiosk; and any other related improvements, utilities, and equipment designed, constructed and/or provided by Tenant in support of such alterations, improvements or additions. Landlord shall, at its sole expense or as otherwise provided for in mutual agreement between the Parties, make any alterations, improvements, or additions to the Premises (structural or non-structural) that may be required on account of any existing or future laws of any governmental agency or authority.

11. **REPAIRS AND MAINTENANCE.** Tenant shall, at all times, maintain the employee-operated ticket vending/customer service kiosk and other appurtenances installed by Tenant on the Premises in a neat and orderly state. Landlord shall, in compliance with mutual agreements between the Parties, maintain the Premises and Common Areas and make all necessary repairs thereto, including structural repairs that may include, but not be limited to, the bus shelter(s) and surface parking lot(s) located within the Transcenter. Upon the Expiration Date of the License or any Extension Option, Tenant shall remove all personal property and its trade fixtures including all signs, machinery, equipment, employee-operated ticket vending/customer service kiosk, and furnishings and surrender the Premises in as good order, repair, and condition as the same were at commencement of the Term of this License; reasonable wear and tear excepted.

12. **TAXES.** Tenant shall pay any and all taxes, if any, assessed against and levied upon Tenant's trade fixtures, and all other personal property of Tenant contained on the Premises or in connection with Tenant's use or occupancy of the Premises.

13. **INSURANCE.** The Parties shall maintain throughout the Term, at their sole cost and expense, self-insured retention (SIR) funds and/or liability policies against loss, injury, damage to the Transcenter, any perils included within the classifications of fire, vandalism, explosion, malicious mischief, and special extended perils ("all risk"), and any risk covered under Extended Coverage Endorsement. Tenant shall maintain, at its sole cost and expense,

a comprehensive general liability policy including coverage of contractual liability as respects this License, providing a combined single limit of liability of not less than \$3,000,000 per occurrence on Premises. Tenant shall annually furnish to Landlord a certificate of insurance evidencing the aforesaid coverage naming each of the Parties as additional insured. Notwithstanding any provision herein to the contrary, Tenant may satisfy its insurance obligations hereunder by self-insuring any or all of its insurance liabilities and Tenant shall annually furnish to Landlord certificates evidencing such coverage.

14. **INDEMNITY.** Except as otherwise agreed herein, each party agrees to defend, indemnify, and save the other party harmless from any and all claims, demands, costs, and expenses of every kind whatsoever, including reasonable attorney's fees for the defense thereof, arising from the indemnifying party's wrongful act or negligence in, on, or about the Premises. In case of any action or proceeding brought against either party by reason of any such claim, upon notice from such party, the indemnifying party covenants to defend such action or proceeding by counsel reasonably satisfactory to the other party, unless such action or proceeding alleges the joining or concurring wrongful act or negligence of both parties, in which case both parties shall share equally in the defense of such action or proceedings.

15. **DAMAGE OR DESTRUCTION.** If the Premises is damaged or destroyed in whole or in part by fire or other casualty, Parties shall either:

- (i) Repair and restore the Premises to a good tenantable condition;
- (ii) Tenant may elect to terminate the License; or
- (iii) Landlord may offer to temporarily relocate Tenant to a tenantable location at the Transcenter from which to operate its business pursuant to the provisions of Section 5 herein until such time the Premises is restored to a tenantable condition.

All Rent shall wholly abate in case the entire Premises is not tenantable and there is interference with the operation of the business of Tenant. In the event Landlord relocates Tenant to a tenantable location at the Transcenter, Rent shall be paid upon relocation and without pro rata adjustment. Parties shall commence and complete all work required to be done under this Section 15 with reasonable promptness and diligence. Tenant shall be liable to the Parties for damage to the Premises caused by fire or other risks, whether embraced or not within the Parties' SIR or insurance coverage, if the same is due to the negligent act or omission of Tenant. If the Parties do not commence the repair or restoration within fifteen (15) days after the damage or destruction occurs, if repair or restoration will require more than ninety (90) days to complete, or if Landlord is unable to relocate Tenant to a tenantable location at the Transcenter within thirty (30) days Tenant may, at Tenant's option, terminate this License by giving Landlord notice of Tenant's election to do so at any time prior to the commencement of the repair, restoration, or relocation which, in that event, this License shall terminate as of the date of such damage or destruction.

16. **PUBLIC PURPOSE.** Transcenter is a public property used by transit agencies, both public and private, for the delivery of a public good — providing transit services to the public (the "Public Purpose"). As such, the Transcenter is subject to legislative mandates and the acts, decisions, and omissions of local, regional, state, and federal agencies and actors that may affect the purpose, operations, design, control, ownership, site plan, and/or other physical or operational features of the Transcenter that lay outside the control or authority of the Parties. Furthermore, the Landlord separately and the Parties together, derive no profit from operation and maintenance of the Transcenter and subsidize its Public Purpose; therefore, the Parties cannot and shall not be held liable for legislative mandates and any acts, decisions or omissions that affect the Public Purpose, operations, design, control, ownership, site plan, and/or other physical or operational features of the Transcenter. If legislative mandates and/or the acts, decisions, or omissions of local, regional, state, and federal agencies and actors affect the Public Purpose, operations, design, control, ownership, site plan, and/or other physical or operational features of the Transcenter and the Premises, or a substantial portion thereof, is to be taken by easement, vacation, or

dedication of land or sold or repurposed for whatever reason including a different public purpose (the "Taking"), Landlord shall, if practicable or if not prohibited by real property negotiations or other legal limitations or prohibitions, provide Tenant with advance notice of no less than ninety (90) days of the date such Taking is legally completed and this License, at Landlord's discretion, shall terminate as of the date the Premises is no longer available, or substantially available, to Tenant for the business purposes set forth in Section 5 herein. Thereafter, but not more than thirty (30) days, Tenant shall remove all trade fixtures and personal/removable property from the Premises and the Parties shall have no liability for removal of, or loss or damage to, trade fixtures or personal property of Tenant, nor for Tenant's loss of business, revenue or profitable gains or earnings. As provided in Section 5 herein, Tenant may, if available, accept relocation to a tenantable location at the Transcenter from which to operate its business. If any other taking or repurpose of the Transcenter that includes the Premises adversely and substantially affects Tenant's use, access, or rights of ingress or egress of or to the Premises then Tenant may elect to terminate this License as of the date the Premises is no longer available, or substantially available, to Tenant for the business purposes set forth in Section 5 herein, and Tenant shall remove all of Tenant's personal/removable property, trade fixtures, ticket vending/customer service kiosks, alterations, improvements, or additions from the Premises, and the Parties shall have no liability to Tenant for loss of, or damage to, Tenant's personal/removable property, trade fixtures, ticket vending/customer service kiosks, alterations or improvements made to the Premises by Tenant, nor for loss of business, revenue, profitable gains or earnings, this License, or any other consequential or special damages such as Tenant's relocation or moving expenses, and Tenant shall have no recourse of action or claim against the Parties. Tenant's decision to terminate or relocate to a tenantable location at the Transcenter shall be made in writing within thirty (30) days after Landlord has given Tenant written notice of the Taking or repurpose of the Premises; or in the absence of such notice, within fifteen (15) days after the Premises is no longer available, or substantially available, to Tenant for the business purposes set forth in Section 5 herein. If Tenant does not terminate this License in accordance with this Section, but instead accepts relocation to a tenantable location at the Transcenter from which to operate its business pursuant to the provisions of Section 5 herein, this License shall remain in full force and effect. In the event Tenant fails to remove Tenant's personal/removable property, trade fixtures, ticket vending/customer service kiosks, alterations, improvements, or additions to the Premises Tenant shall not be entitled to, and Parties shall not be obligated to pay to Tenant, the salvage value/adjusted cost basis for Tenant's personal property, trade fixtures, ticket vending/customer service kiosk, alterations, improvements, or additions to the Premises not returned to Tenant.

17. **DEFAULTS; REMEDIES.**

(a) **Default by Tenant.** The occurrence of any of the following events constitutes a material default of this License by Tenant:

(i) The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder, as and when due, where the failure continues for a period of twenty (20) days after Tenant receives notice thereof from Landlord.

(ii) The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this License to be observed or performed by Tenant, other than those described in Subsection (a)(i) above of this Section, where the failure continues for a period of thirty (30) days after Tenant receives notice thereof from Landlord; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within the thirty- (30-) day period and thereafter diligently completes the cure.

(iii) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the filing by Tenant of a petition to have Tenant adjudged as bankrupt; or the judicial declaration of Tenant as bankrupt.

(iv) The appointment of a trustee or receiver to take possession of substantially all Tenant's assets located at the Premises or of Tenant's interest in this License if possession is not restored to Tenant within thirty (30) days.

(v) The attachment, execution, or other judicial seizure of substantially all Tenant's assets located at the Premises or of Tenant's interest in this License, if the seizure is not discharged within thirty (30) days.

(b) **Remedies upon Tenant's Default.** In the event of any such material default by Tenant, Landlord may, after giving notice as provided above, remove Tenant's property and take and hold possession of the Premises and expel Tenant and pursue those remedies available to Landlord under the laws of the State of California.

(c) **Default by Landlord.** Landlord shall not be in default unless Landlord fails to perform any covenants, terms, provisions, agreements or obligations required of it within a reasonable time, but in no event later than thirty (30) days after notice by Tenant to Landlord; provided that if the nature of Landlord's obligation is such that more than thirty (30) days are reasonably required for performance, then Landlord shall not be in default if Landlord commences performance within the thirty- (30-) day period and thereafter diligently completes performance.

(d) **Remedies upon Landlord's Default.** If Landlord defaults in the performance of any of the obligations or conditions required to be performed by Landlord under this License, Tenant may, after giving notice as provided above, elect to terminate this License upon giving 30 days' notice to Landlord of its intention to do so. In that event, this License shall terminate upon the date specified in the notice, unless Landlord has meanwhile cured the default to the satisfaction of Tenant. In the event that any representations and warranties set forth in this License (including but not limited to those set forth in Section 6 herein) shall cease to be the case, and if Landlord shall have failed to commence to cure within sixty (60) days after notice from Tenant and thereafter diligently completes the cure of the same, then, except as specifically provided elsewhere in this License, Tenant shall have the right to terminate this License upon notice to Landlord.

18. **HOLDING OVER.** If Tenant remains in possession of the Premises after the expiration or termination of this License, and without the execution of a new License, Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month, subject to all of the conditions, provisions, and obligations of this License.

19. **NOTICES.** All acceptances, approvals, consents, notices, demands or other communications required or permitted to be given or sent by either party to the other, unless otherwise provided, shall be deemed to have been fully given when made in writing and delivered in person or deposited in the United States mail, certified and postage prepaid, addressed to the name and address set forth below. The address and person for written communication may be changed upon written notice to the other party.

To the Landlord: CITY OF MONTCLAIR
ATTN: CITY MANAGER
PO BOX 2308
5111 BENITO STREET
MONTCLAIR, CA 91763-2808

To the Tenant: GREYHOUND LINES, INC.
ATTN: LEGAL DEPARTMENT
350 N. ST. PAUL STREET
DALLAS, TX 75266-0362

Copy to – Greyhound Lines, Inc. Real Estate Department
(same address)

20. **WAIVER OF SUBROGATION.** Landlord and Tenant, and all parties claiming under or through them, hereby mutually release and discharge each other, any other tenants or occupants of the Premises, and the officers, employees, agents, representatives, customers and business visitors of Landlord or Tenant or such other tenants or occupants, from all claims, losses, and liabilities arising from, or caused by, any hazard covered by insurance on or in connection with the Premises, even if caused by the fault or negligence of a released party. This release shall apply only to the extent that such claim, loss, or liability is covered by insurance.

21. **ENVIRONMENTAL MATTERS.** Tenant will comply with all environmental laws during the term of the License, but shall bear no liability whatsoever and shall not assume any conditions or responsibilities for any existing environmental materials or Hazardous Materials on the Premises; it is provided, however, that Tenant shall bear liability for, and shall be solely responsible for remediating, removing, or abating any environmental materials and/or Hazardous Materials or conditions Tenant may bring on to Premises by act, performance, omission, or fault, whether intentional or unintentional. Parties agree to indemnify, defend, and hold Tenant harmless from and against any and all loss, damage, liability and expense (including reasonable attorneys' fees) that Tenant may incur as a result of any claim, demand or action related to environmental conditions, Hazardous Materials or any other environmental laws and regulations not directly resulting from Tenant's activities on the Premises, and Tenant agrees to indemnify, defend, and hold Parties harmless from and against any and all loss, damage, liability and expense (including reasonable attorneys' fees) that Parties may incur as a result of any claim, demand or action related to environmental conditions and/or Hazardous Materials or conditions introduced to the Premises by act, performance, omission, or fault of Tenant, whether intentional or unintentional.

22. **HAZARDOUS MATERIALS.** The term "Hazardous Materials" as used herein shall include, but not be limited to, the following: asbestos, flammable explosives, dangerous substances, pollutants, contaminants, hazardous wastes, toxic substances, and any other chemical, material, or related substance exposure to which is prohibited or regulated by any governmental agency or authority having jurisdiction over the Premises; any substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, by Superfund Amendments and Reauthorization Act 42 U.S.C. §6901, *et seq.*; the Hazardous Materials Transportation Act, 42 U.S.C. §6901, *et seq.*; Clean Air Act, 42 U.S.C. §7901, *et seq.*; Toxic Substances Control Act, 15 U.S.C. §2601, *et seq.*; Clean Water Act, 33 U.S.C. §1251, *et seq.*; the laws, regulations or rulings of the state in which the Premises is located or any local ordinance affecting the Premises; or the regulations adopted in publication promulgated pursuant to any of such laws and ordinances.

23. **MISCELLANEOUS.**

(a) **Signs.** Prior to erecting or posting any sign, Tenant shall submit to the Montclair Community Development Department a sign program, and no sign shall be erected or posted on the Premises or any structure on the Premises or Transcenter by Tenant without first having received the necessary approval and permits from the Landlord. Notwithstanding any other provision of this License, Tenant shall be solely responsible for the design, acquisition, purchase, installation, electrification, and ongoing utility requirements for any sign(s) erected or posted on the Premises or Transcenter. All repair work necessary for utility installation to sidewalks, plaza, pavement, landscaping, existing structures, etc., shall be done under a permit issued by the City's Public Works Department and performed to the satisfaction of the City Engineer.

(b) **Ticket Vending/Customer Service Kiosk.** Prior to erecting or installing any ticket vending/customer service kiosk Tenant shall submit to Landlord a site plan, and no kiosk or any structure shall be erected or installed on the Premises or Transcenter by Tenant without first having received the necessary approval and permits from the Landlord. Notwithstanding any other provision of this License, Tenant shall be solely responsible for the design, acquisition, purchase, installation, electrification, and ongoing utility requirements for any ticket vending/customer service kiosk erected or installed on the Premises or Transcenter. All repair work necessary for utility installation

to sidewalks, plaza, pavement, landscaping, existing structures, etc., shall be done under a permit issued by the City of Montclair Public Works Department and performed to the satisfaction of the City Engineer.

(c) **Severability; Choice of Law.** The invalidity or unenforceability of any provision of this License, as determined by a court of competent jurisdiction, shall in no way affect the validity of the remainder of this License or any other provision hereof. **THE LAWS OF THE STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO, AND CITY OF MONTCLAIR SHALL GOVERN THIS LICENSE.**

(d) **Entire Agreement.** This License and any addenda and exhibits attached hereto or to be attached hereto, set forth all of the covenants, promises, agreements, and conditions between Landlord and Tenant concerning the Premises and this License, and there are no covenants, promises, agreements or conditions, either oral or written, between them. This License may not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

(e) **Attorney's Fees.** If either party named herein brings an action to enforce the terms of this License or to declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to reasonable attorney's fees to be paid by the losing party as fixed by the court.

IN WITNESS WHEREOF, the parties hereto have executed this instrument to be effective as of the day and year first above written.

Landlord:

CITY OF MONTCLAIR
A Municipal Corporation

By: _____
Name: Javier John Dutrey, Mayor

Tenant:

GREYHOUND LINES, INC.
a Delaware corporation

By: _____
Name: David S. Leach, President and CEO

ATTEST:

By: _____
Name: Andrea Myrick, City Clerk

APPROVED AS TO FORM:

By: _____
Name: Diane Robbins, City Attorney

EXHIBIT "A"
PREMISES
SITE PLAN
OR LEGAL DESCRIPTION

Montclair Transcenter
5091 Richton Street, Montclair, CA 91763

Greyhound Bus Bay Assignment (Illustrative)
Ticket Kiosk Assignment (Illustrative)

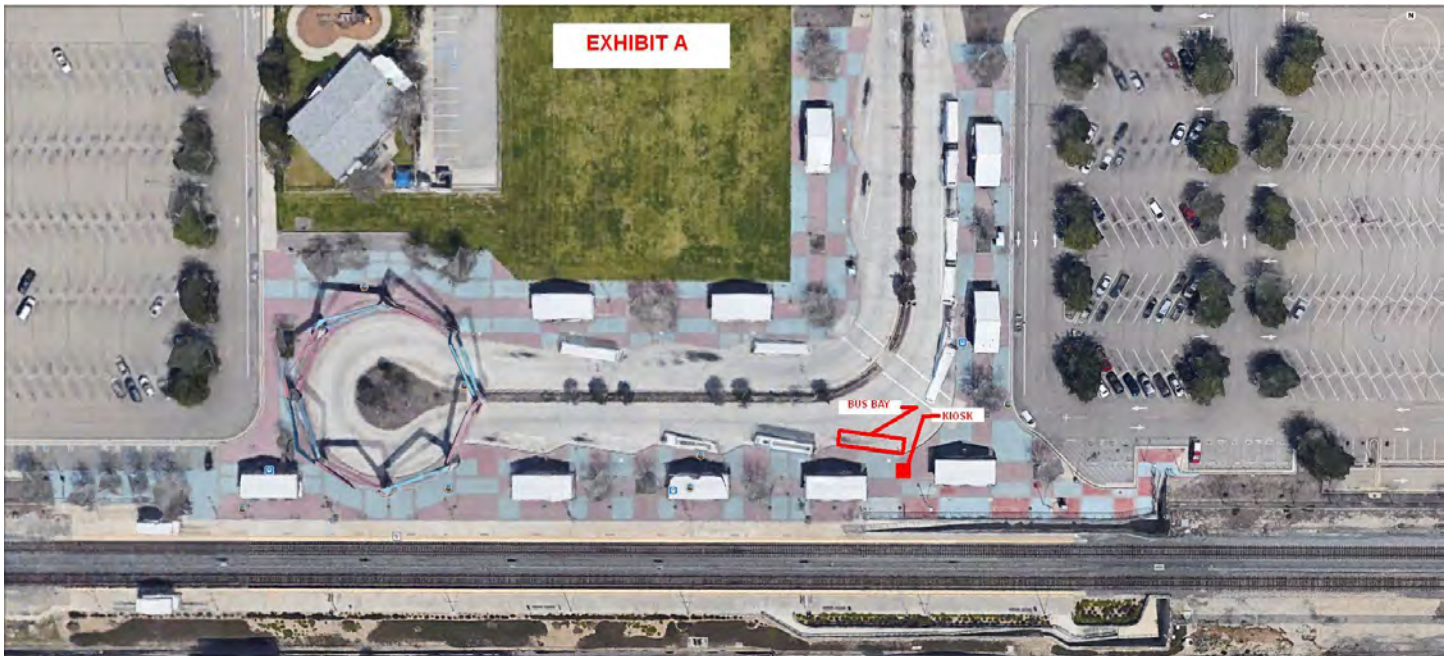
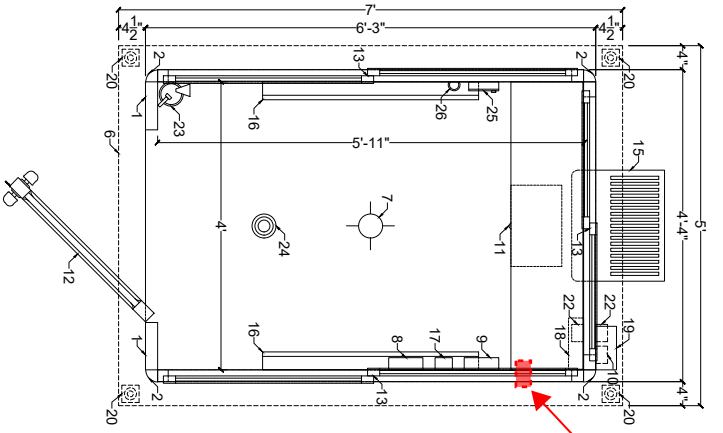
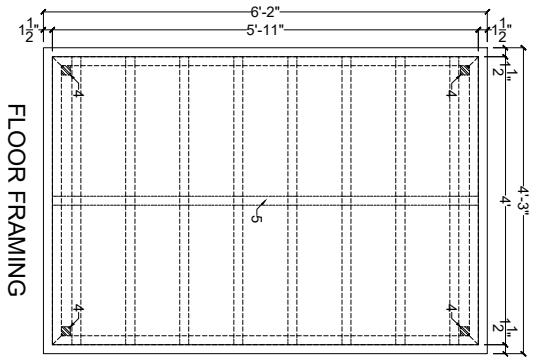


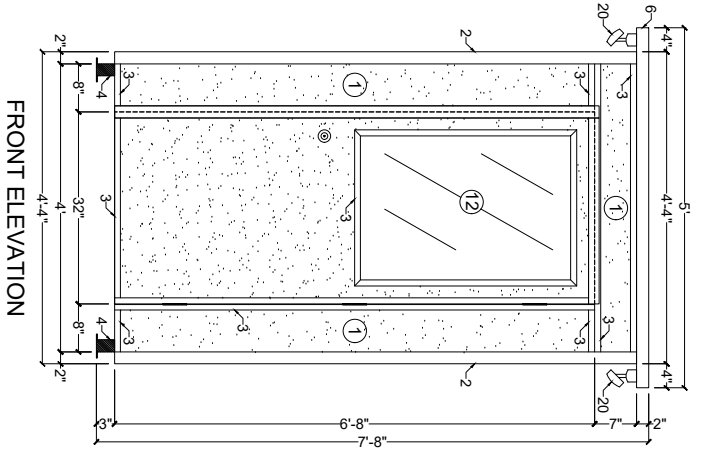
EXHIBIT B 4' X 6' STANDARD BOOTH



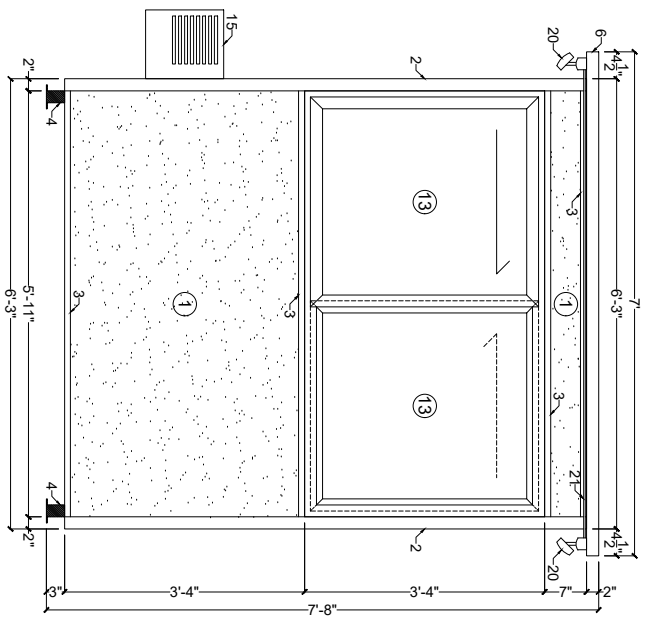
FLOOR PLAN



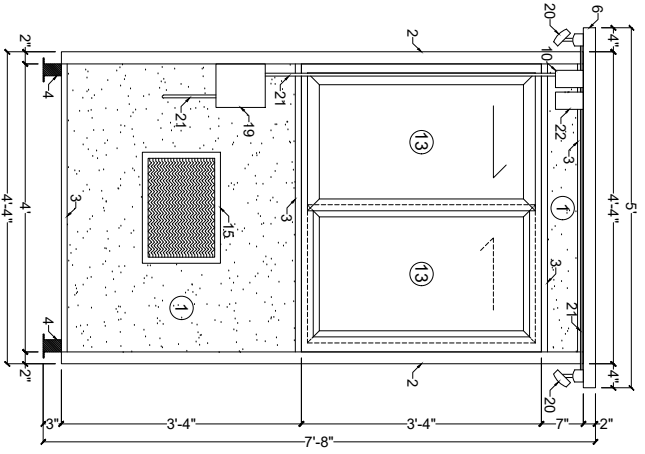
FLOOR FRAMING



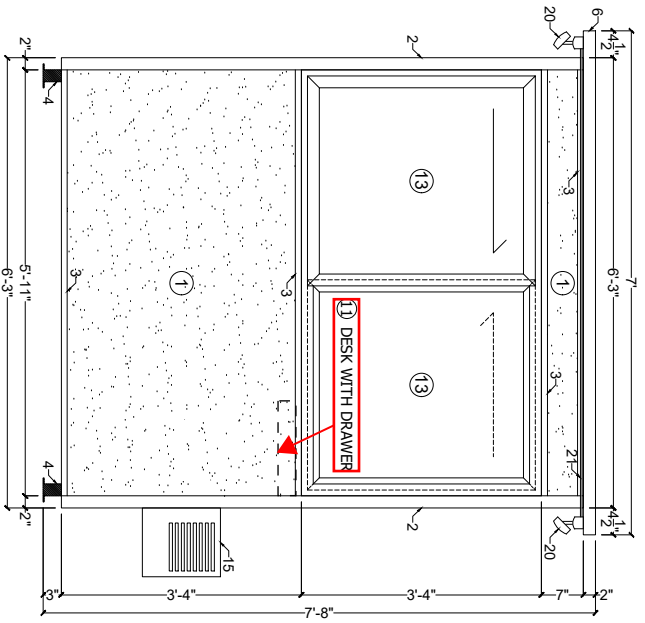
FRONT ELEVATION



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

NOTES :

- ① SANDWICH PANEL: ALUMINUM FRAME WITH 2" DOUBLE LAYER PFGI PANELS AND R-10 XPS FOAM INSULATION
- ② CORNER COLUMN
- ③ C - CHANNEL
- ④ LEGS
- ⑤ BASE FRAME: WELDED 1.5" SQUARE STEEL TUBING COVERED WITH DIAMOND FLOOR PLAT
- ⑥ ROOF WITH OVERHANG (SPECIFIED ON DRAWING)
- ⑦ INTERIOR LIGHTING
- ⑧ LIGHT SWITCH
- ⑨ QUAD OUTLET
- ⑩ EXTERIOR ELECTRICAL JUNCTION BOX
- ⑪ DESK WITH DRAWER
- ⑫ 32" SWING DOOR WITH GLASS
- ⑬ SLIDING WINDOW
- ⑭ ~~FIXED WINDOW~~
- ⑮ WALL MOUNTED A/C (OPTIONAL)
- ⑯ ELECTRIC BASEBOARD HEATER (OPTIONAL)
- ⑰ THERMOSTAT
- ⑱ CIRCUIT BREAKER PANEL RATED 125 AMP (OPTIONAL)
- ⑲ EXTERIOR ELECTRICAL DISCONNECT SWITCH (OPTIONAL)
- ⑳ EXTERIOR LIGHTING (OPTIONAL)
- ㉑ CONDUIT
- ㉒ ETHERNET PORT &/OR PHONE LINE (OPTIONAL)
- ㉓ FIRE EXTINGUISHER
- ㉔ SMOKE DETECTOR
- ㉕ FIRST AID KIT
- ㉖ WALL MOUNTED FLASHLIGHT

This structure has been analyzed and determined to be able to withstand the following loads:
 Design Wind Load: 110 mph
 Ground Snow Load: 40 psf

The foundation and anchorage was not included in the analysis. The structure was analyzed assuming it has been properly anchored to a foundation. It is the responsibility of the customer to design the foundation and booth anchorage per their specific site and jurisdictional requirements.



THIS PRINT & DESIGN IS THE PROPERTY OF GUARDIAN BOOTH LLC. IT MUST NOT BE REPRODUCED IN ANY MANNER, AND SHALL BE USED ONLY AS A MEANS OF REFERENCE TO WORK DESIGNED AND FURNISHED BY GUARDIAN BOOTH LLC. GUARDIAN BOOTH RESERVES THE RIGHT TO MAKE CHANGES TO DESIGN FOR ENGINEERING PURPOSES, WITHOUT NOTICE.

ORIGINAL DATE:	08/01/2019	REVISION NO.:	1 - ORIGINAL
CUSTOMER NAME:	STANDARD BOOTH		
SCALE:	3/4" = 1'		
PAGE:	1 of 1		
DRAWN BY:	HEATHER WILLIAMS		

EXHIBIT "C"



4x6 Guardian Booth on Forklift



Inside with Heating and A/C units at United Nations



CITY COUNCIL AGENDA REPORT

DATE:	NOVEMBER 1, 2021	FILE I.D.:	GRF050
SECTION:	CONSENT - AGREEMENTS	DEPT.:	POLICE
ITEM NO.:	2	PREPARER:	M. BUTLER

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 21-67 WITH GRAFFITI TRACKER INC. FOR CONTINUED USE OF ITS DATABASE TO TRACK AND ANALYZE GRAFFITI

CONSIDER AUTHORIZING A \$3,300 APPROPRIATION FROM THE PROP 30/AB 109 FUND TO PAY THE COSTS ASSOCIATED WITH AGREEMENT NO. 21-67

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 21-67 with Graffiti Tracker Inc. for continued use of its database to track and analyze graffiti and to authorize a \$3,300 appropriation from the Prop 30/AB 109 Fund to pay the costs associated with the agreement.

A copy of proposed Agreement No. 21-67 is attached for the City Council's review and consideration.

BACKGROUND: Graffiti has long been one of the most common urban problems threatening the vitality and beauty of cities across the country and continues to be a significant concern for the City of Montclair.

Since 2007, Graffiti Tracker Inc. has provided City personnel with the tools needed to reduce graffiti vandalism. The company assisted the City in implementing a graffiti protocol that continues to provide a graffiti database, analyses, and tracking to reduce graffiti vandalism further. Graffiti Tracker utilizes cameras equipped with Global Positioning System technology. The City's graffiti abatement crews take photographs of graffiti, which they submit to Graffiti Tracker, where they are analyzed and categorized for reference. The result of the analysis is then stored in a web-based graffiti tracking system. City personnel is permitted unlimited searches of the organized database to determine patterns of graffiti incidents, such as most active vandals and gangs, rising tension between rival gangs, and frequently hit areas, or "hot spots." Since the program is web-based, there is no need for software installation or restrictions on the number of system users.

FISCAL IMPACT: If authorized by the City Council, funding for Agreement No. 21-67 would result in an appropriation and expenditure from the Prop 30/AB 109 Fund (1141) in the amount of \$3,300.

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

1. Approve Agreement No. 21-67 with Graffiti Tracker Inc. for continued use of its database to track and analyze graffiti.
2. Authorize a \$3,300 appropriation from the Prop 30/AB 109 Fund to pay the costs associated with Agreement No. 21-67.

PROFESSIONAL SERVICES AGREEMENT

(City of Montclair and Graffiti Tracker Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT is made as of January 1, 2022 by and between the City of Montclair, (“Agency”), and Graffiti Tracker Inc. (“Contractor”).

RECITALS

1. Agency has determined that it requires professional services from a Contractor to provide graffiti analysis and tracking services for the Agency.
2. Agency desires to retain Contractor, as an independent contractor to provide such services on an as needed basis.
3. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. Contractor’s Services.

- a. **Scope and Level of Services.** The nature, scope, and level of the specific services to be performed by Contractor are as set forth in Exhibit A, attached to this Agreement and incorporated herein as though set forth in full. Agency is retaining Contractor pursuant to this Agreement on a non-exclusive basis and reserves the right to retain other professionals to perform similar service if Agency determines such services are needed.
 - b. **Time of Performance.** The services shall be performed in a timely manner and on a regular basis in accordance with the written instruction of the Contract Administrator. Time is of the essence in the performance of this Agreement.
2. **Standard of Care.** As a material inducement to Agency to enter into this Agreement, Contractor hereby represents and warrants that it has the professional expertise and experience necessary to undertake the services to be provided herein.
 3. **Compliance with Law.** All services rendered hereunder by Contractor shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of Agency and any federal, state or local governmental agency having jurisdiction in effect at the time service is rendered.

4. **Term of Agreement.** This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect for a period of 12 months, unless earlier terminated pursuant to Section 14.
5. **Compensation.** Agency agrees to compensate Contractor for its services according to the fee and payment schedule set forth in Exhibit B, attached hereto and incorporated herein as though set forth in full. In no event shall the total compensation and costs payable to Contractor under this Agreement exceed the sum of \$3,300.00 unless specifically approved by the City Council. Agency agrees that services may not begin until first payment is received.
6. **Ownership of Work Product.** All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of Agency without restriction or limitation upon its use or dissemination by Agency.
7. **Representatives.**
 - a. **Project Manager.** The Project Manager for the services required under this Agreement is hereby designated as Timothy M. Kephart who shall be the representative of Contractor authorized to act in its behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Project Manager were a substantial inducement for Agency to enter into this Agreement. Therefore, the foregoing Project Manager shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. Contractor may not change the foregoing Project Manager without the express written approval of Agency.
 - b. **Contract Administrator.** The Contract Administrator and Agency's representative shall be the Chief of Police, or in his/her absence, an individual designated in writing by the Contract Administrator. It shall be Contractor's responsibility to assure that the Contract Administrator is kept informed of the progress of the performance of the services, and Contractor shall refer any decisions that must be made by Agency to the Contract Administrator. Unless otherwise specified herein, any approval of Agency required hereunder shall mean the approval of the Contract Administrator.
8. **Standard of Performance.** Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to Agency. Contractor hereby covenants that it shall follow the highest professional standards in performing all services required hereunder.

- 9. Status as Independent Contractor.** Contractor is, and shall at all times remain as to agency, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of Agency or otherwise act on behalf of Agency as an agent. Neither Agency nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner, employees of Agency. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold Agency harmless from any and all taxes, assessments, penalties, and interest asserted against Agency by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor further agrees to indemnify and hold Agency harmless from any failure of Contractor to comply with applicable workers' compensation laws. Agency shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to Agency from Contractor as a result of Contractor's failure to promptly pay to Agency any reimbursement or indemnification arising under this section.
- 10. Confidentiality.** Agency agrees not to use any intellectual property or information related to the Graffiti Tracker system for purposes of development or competition of another Graffiti Tracker system. Upon request, all Agency data shall be returned to Agency upon the termination of this Agreement. Contractor's covenant under this section shall survive the termination of this Agreement.
- 11. Conflict of Interest.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Contractor under this Agreement, or which would conflict in any manner with the performance of its services hereunder.
- 12. Indemnification.** Contractor agrees to indemnify, hold harmless and defend Agency, and their respective officers, employees, volunteers, and agents serving as independent contractors in the role of Agency or Agency officials, (collectively, "Indemnities"), from any claim, demand, damage, liability, loss, cost or expense, for any damage whatsoever, including but not limited to death or injury to any person and injury to any property, resulting from willful misconduct, negligent acts, errors or omissions of Contractor or any of its officers, employees, or agents.
- a. Agency does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by Agency, or the deposit with Agency, of any insurance policy or certificate required pursuant to this Agreement.
 - b. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. Contractor agrees that Contractor's covenant under this section shall survive the termination of this Agreement.

13. Cooperation. In the event any claim or action is brought against Agency relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation that Agency might require.

14. Termination.

- a. Agency shall have the right to terminate the services of Contractor at any time for any reason on sixty (60) calendar days written notice to Contractor. In the event this Agreement is terminated by Agency, Contractor shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect, and Contractor shall have no other claim against Agency by reason of such termination, including any claim for compensation.
- b. Contractor shall have the right to terminate this Agreement at any time for any reason on sixty (60) calendar days written notice to Agency, and Contractor shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect.

15. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

Agency:

City of Montclair
4870 Arrow Highway
Montclair, CA 91763

Contractor:

Graffiti Tracker Inc.
2916 S 132nd St #311
Omaha, NE 68144

16. Nondiscrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

Contractor will take affirmative action to ensure that employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

- 17. Assignability; Subcontracting.** Contractor shall not assign, transfer, or subcontract any interest in this Agreement or the performance of any of Contractor's obligations hereunder, without the prior written consent of Agency, and any attempt by Contractor to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.
- 18. Compliance with Laws/Licenses.** Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments. Contractor shall obtain and maintain all necessary professional licenses for providing the services outlined in this Agreement.
- 19. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by Agency of any payment to Contractor constitute or be construed as a waiver by Agency of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by Agency shall in no way impair or prejudice any right or remedy available to Agency with regard to such breach or default.
- 20. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for any litigation shall be San Bernardino County. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of the Agreement.
- 21. Exhibits; Precedence.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provision of any Exhibit or document incorporated herein by reference, the provisions of this Agreement shall prevail.
- 22. Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Agency and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

“Agency”

City of Montclair

By: _____
Javier John Dutrey, Mayor

ATTEST:

By: _____
Andrea M. Myrick, City Clerk

“Contractor”

Graffiti Tracker Inc.

By: _____
Timothy M. Kephart, President

EXHIBIT A
SCOPE OF SERVICES

Contractor shall perform the following services for the City of Montclair:

Responsibilities

1. Train designated personnel on how to use GPS cameras.
2. Establish graffiti tracking protocols.
3. Train personnel on how to upload graffiti data to the Graffiti Analysis Intelligence Tracking System (GAITS).
4. Provide access to GAITS to all designated personnel twenty-four hours a day, seven days a week until contract ends.
5. On a daily basis, graffiti data will be uploaded to the GAITS system from the City of Montclair's staff. Graffiti Tracker Inc. will be responsible for analyzing all of that data and making the results of that analysis available to the GAITS system.
6. Provide training to all designated personnel (Agency staff/law enforcement/District Attorney's Office) on how to utilize the GAITS system.

This contract constitutes a lease for access to the Graffiti Analysis Intelligence Tracking System (GAITS). Permission from the Contract Administrator will be required for anyone to have access to this system. Upon permission being granted for access to the system, a username and password will be given to those individuals and they will be granted an "Operator" level access to the GAITS system. This lease will be in effect for the duration of the contract.

EXHIBIT B

SCHEDULE OF FEES

Contractor will not be required to work on the following ten holidays:

1. January 1 (New Year's Day)
2. The third Monday in January (Dr. Martin Luther King Jr. Day)
3. The third Monday in February (President's Day)
4. March 31st (Cesar Chavez Day)
5. The last Monday in May (Memorial Day)
6. July 4 (Independence Day)
7. The first Monday in September (Labor Day)
8. November 11 (Veteran's Day)
9. The fourth Thursday in November (Thanksgiving Day)
10. December 25 (Christmas Day)

The total contract amount for the twelve-month time period commencing January 1, 2022 and ending December 31, 2022 will be an amount not to exceed \$3,300.00 based on the average number of incidents analyzed not to exceed 300 per month.

Effective upon the signing of this contract, an invoice for the full amount will be submitted by the Contractor to the Contract Administrator. Payment should be processed and received no later than 30 calendar days from the date invoice was submitted

It is recommended that each graffiti abatement crew be equipped with one (1) camera. Services will commence once equipment has been purchased and first invoice paid.



CITY COUNCIL AGENDA REPORT

DATE:	NOVEMBER 1, 2021	FILE I.D.:	PDT175/PDT545
SECTION:	CONSENT - AGREEMENTS	DEPT.:	POLICE
ITEM NO.:	3	PREPARER:	M. BUTLER
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 21-68 AMENDING AGREEMENT NO. 20-85 WITH SECURITAS SECURITY SERVICES USA, INC. FOR SECURITY GUARD SERVICES AT THE MONTCLAIR TRANSCENTER		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 21-68 with Securitas Security Services USA, Inc. for security guard services at the Montclair Transcenter. Said Agreement would amend prior Agreement No. 20-85 to incorporate a rate increase imposed by the company.

A copy of proposed Agreement No. 21-68 is attached for the City Council's review and consideration.

BACKGROUND: The City currently provides security services for the Montclair Transcenter as specified in its agreement with the San Bernardino County Transportation Authority. The City began utilizing the services of Securitas Security Services USA, Inc. to provide these services in January 2018 under the initial contract, Agreement No. 17-92. Since then, the City has amended the agreement two times via Agreement Nos. 18-85 and 20-85 to incorporate increases in the hourly rate for security guard services. Securitas Security Services USA, Inc. has notified Police Department staff of its intent to increase the hourly rate again by \$2.87 effective January 1, 2022. The adjustment would result in an hourly billing rate of \$28.30. The City would be billed the same hourly rate for straight hours as premium hours.

The company has indicated that in order to maintain its workforce, it must stay ahead of the state-mandated minimum wage rate. This allows Securitas to effectively compete against other part-time employers for recruitment and retention of qualified security guards.

FISCAL IMPACT: Included in the Fiscal Year 2021-22 Budget is \$175,000 in Special Contract Services Account No. 1001-4426-52450-400 for security guard services at the Montclair Transcenter. Staff intends to address any shortfalls in this account at the Midyear Budget Review.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 21-68 amending Agreement No. 20-85 with Securitas Security Services USA, Inc. for security guard services at the Montclair Transcenter.



**ADDENDUM
to Security Services Agreement (the "Agreement") Between
City of Montclair ("Client")
and Securitas Security Services USA, Inc. ("Company")**

Effective Date: January 1, 2022

As of the Effective Date of this Addendum, the Agreement is modified as follows; except as specifically modified by this Addendum, all terms of the Agreement remain in full force.

Current Rate: \$25.43

New Rate: \$28.30

Client: _____

Securitas Security Services USA, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



CITY COUNCIL AGENDA REPORT

DATE:	NOVEMBER 1, 2021	FILE ID:	STA120
SECTION:	CONSENT - AGREEMENTS	DEPT.:	PUBLIC WORKS
ITEM NO.:	4	PREPARER:	M. HEREDIA
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 21-69 WITH SAN BERNARDINO COUNTY FOR ROAD IMPROVEMENTS IN THE COUNTY'S JURISDICTION ASSOCIATED WITH THE CENTRAL AVENUE/UNION PACIFIC RAILROAD BRIDGE REHABILITATION PROJECT		

REASON FOR CONSIDERATION: The City is requesting to participate with the San Bernardino County to perform road improvements on Central Avenue because the southerly approach of the Central Avenue bridge north of Mission Boulevard is outside of the City's limits and within the County's jurisdictional boundary. Entering into cooperative agreements with the City requires City Council approval, and the County requires Board of Supervisors approval for the City to construct road improvements in the County's jurisdiction.

BACKGROUND: The Central Avenue Bridge is a four-lane overcrossing of the Union Pacific Railroad that was constructed in 1967. Although the overpass was seismically retrofitted over 20 years ago, it was designed with an outdated seismic methodology. A new seismic evaluation was performed, and the analysis identified deficiencies that make the overpass functionally obsolete. In the proposed reconfiguration of the bridge, the existing overpass will be widened, increasing the road's capacity to six lanes. The Central Avenue/Union Pacific Railroad Bridge Rehabilitation Project provides a gateway to the City, and the bridge's repair is vital to the overall plan for the City's future. Additionally, reconstruction of the overpass will pave the way for redevelopment of the south end of the City.

In conjunction with the reconstruction of the bridge, the City intends to widen the roadway in the City's jurisdiction and would like to include the segment of Central Avenue that connects to the bridge located in the County's jurisdiction as part of the Project. Under the proposed Cooperative Agreement, the City would be the lead agency for the Project, including Right-of-Way Services (temporary construction easements, permit acquisition, etc.) within the County's jurisdiction. In compliance with Section 1710 of the Streets and Highways Code, Section 1240.140 of the Civil Procedures Code, and Section 6500 of the Government Code (GC), the parties may enter into an agreement for the joint exercise of their respective powers of eminent domain, whether or not possessed in common, for the acquisition of property as a single parcel. The Agreement shall be entered into and performed in accordance with GC Section 6500 *et seq.*

The road approach improvements in the County are part of the Project costs related to the bridge funded by the Highway Bridge Program. The County will provide a representative to review the plans and specifications and discuss other concerns that may arise during the Project. After the City and County accept the completed Project, the agencies are responsible for performing maintenance of the road located within their respective jurisdictions—except for the approach situated south of the bridge in the County, which the City proposes to operate and maintain under the City's regulations, policies, and procedures. A separate maintenance agreement for the bridge structure will be presented to the City Council for consideration in the future.

Cooperative Agreement No. 21-69 shall terminate upon the Project's completion or on December 31, 2026, whichever occurs first. Project construction is anticipated to commence in the spring of 2023.

FISCAL IMPACT: The City successfully secured Highway Bridge Program grant funds from federal sources to fund the project because the Central Avenue Bridge is functionally obsolete and is of regional importance. There would be no impact to the General Fund.

RECOMMENDATION: Staff recommends that the City Council approve Agreement No. 21-69 with San Bernardino County for the Central Avenue/Union Pacific Railroad Bridge Rehabilitation Project.



Contract Number

Agreement No. 21-69

SAP Number

Public Works

Department Contract Representative	Harold Zamora, P.E., Engineering Manager
Telephone Number	(909) 387-8165
Project	Central Avenue Bridge
Contractor	City of Montclair
Contractor Representative	Monica Heredia, Public Works Director/City Engineer
Telephone Number	(909) 625-9441
Contract Term	Expires December 31, 2026
Original Contract Amount	\$0
Amendment Amount	
Total Contract Amount	\$0
Cost Center	6650002000 / H15125

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (hereinafter referred to as "COUNTY") and the City of Montclair (hereinafter referred to as "CITY"), (COUNTY and CITY are also each referred to herein as "Party" and collectively as "Parties") desire to cooperate and jointly participate in a project that consists of widening and/or reconstructing the Central Avenue bridge over the Union Pacific Railroad (UPRR) and the approaches to and from the bridge (collectively hereinafter referred to as "PROJECT"); and,

WHEREAS, the PROJECT is within the CITY's jurisdiction with the exception of the southerly approach from Mission Boulevard to the centerline of State Street, which is in the COUNTY's unincorporated area; and,

WHEREAS, CITY is requesting COUNTY's participation to grant CITY permission to widen and/or reconstruct the bridge that lies within COUNTY jurisdiction and realign the southerly approach that is also located within the COUNTY's jurisdiction for the PROJECT; and,

WHEREAS, California Streets and Highways Code section 1710 authorizes COUNTY to contract with CITY for CITY's maintenance, construction or repair of COUNTY highways, in this case with the cost being solely the responsibility of CITY; and,

WHEREAS, COUNTY determines that it is necessary for the more efficient maintenance, construction, or repair of the COUNTY roads identified herein to contract with CITY for the PROJECT; and,

WHEREAS, both Parties acknowledge and agree that each Party has the broad power of eminent domain over any property within its jurisdictions necessary for the exercise of its powers; and,

WHEREAS, both Parties also acknowledge and agree that each Party has the specific power to improve pedestrian and vehicular traffic, separate grades of roadways and railways, and connect streets, and that each Party may use the power of eminent domain for accomplishing such actions; and,

WHEREAS, both Parties further acknowledge and agree that the power of eminent domain also extends, in certain situations, to extraterritorial properties existing outside of a Party's immediate jurisdiction and that one Party may consent to the other Party's exercise of the power of eminent domain within the other Party's jurisdiction pursuant to California Code of Civil Procedure 1240.050 and/or an agreement for a joint exercise of powers pursuant to California Code of Civil Procedure section 1240.140; and,

WHEREAS, CITY will serve as lead agency for the PROJECT including, but not limited to, right-of-way activities within the boundaries of the COUNTY, pursuant to Code of Civil Procedure section 1240.140 and Section 6500 of the Government Code; and,

WHEREAS, the total PROJECT cost is estimated to be \$30,200,000 and the PROJECT Schedule is in Exhibit A; and,

WHEREAS, CITY and COUNTY desire to set forth the responsibilities and obligations of each as they pertain to such participation, and to the design, construction and funding of the proposed PROJECT.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1.0 CITY AGREES TO:

- 1.1 Act as the Lead Agency in the design, engineering, right-of-way acquisition and certification, contract administration, construction, construction management, inspection, materials testing, and construction survey; provide National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) compliances (Public Resources Code section 21000, *et seq.*); and all other work necessary to construct PROJECT in accordance with approved plans. The CITY shall be responsible for ensuring compliance with all applicable state and federal laws relating to the acquisition of property, including but not limited to, California Constitution Article I, Section 19, California Eminent Domain Law, the Uniform Relation and Real Property Acquisition Policies for Federal and Federally Assisted Programs, California relocation laws and any implementing regulations, and any other applicable stated and federal laws.
- 1.2 Provide plans and specifications and all necessary construction engineering for the PROJECT to COUNTY, for COUNTY's review and approval prior to advertising the PROJECT for construction bids.
- 1.3 Construct the PROJECT by contract in accordance with the plans and specifications of CITY, which have been reviewed and approved by COUNTY.
- 1.4 Arrange for relocation of all utilities which interfere with construction of the entire PROJECT limits.
- 1.5 Obtain a no-cost permit from COUNTY for work within the COUNTY's right-of-way.
- 1.6 Advertise, award, and administer the construction of the PROJECT, in accordance with the provisions of California Public Contract Code applicable to cities and require, as well as enforce, CITY's contractors to comply with all applicable laws and regulations, including Labor Code sections 1720 *et seq.* and 1770 *et seq.* that concern the payment of prevailing wages.
- 1.7 CITY shall require all contractors and vendors working on the PROJECT to have appropriate and adequate insurance coverage for the mutual protection and benefit of the Parties. Except for Workers Compensation, Errors and Omissions and Professional Liability policies, CITY shall require and ensure that all CITY contractors/subcontractors for the PROJECT have insurance policies that contain endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of

services hereunder. The additional insured endorsements shall not limit the scope of coverage for the COUNTY to vicarious liability but shall allow coverage for the COUNTY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

- 1.8 Require CITY's contractors and subcontractors to pay the minimum of prevailing wages as applicable.
- 1.9 Provide adequate inspection of all items of work performed under the construction contract(s) with CITY's contractors or subcontractors for the PROJECT and maintain adequate records of inspection and materials testing for review by COUNTY. CITY shall provide copies of any records of inspection and materials testing to COUNTY within ten (10) business days of CITY's receipt of written demand from COUNTY for such records. This shall be included as a PROJECT cost.
- 1.10 Include compliance with any applicable requirements of CEQA and NEPA, as well as completing the required CEQA and NEPA documentation.
- 1.11 Pay all costs associated with the PROJECT. The cost of the PROJECT shall include the cost of design, right-of-way, acquisition, construction, construction engineering, construction management, inspection, CEQA and NEPA compliances, and approval for the PROJECT.
- 1.12 Operate and maintain the complete bridge structure, including abutment, approach, and that portion of bridge structure within COUNTY jurisdiction in accordance with CITY regulations, policies and procedures, after CITY's and COUNTY's acceptance of the construction contract work.
- 1.13 Pay all costs presented and agreed to by CITY, associated with the PROJECT's right-of-way acquisition, including reasonable just compensation for real property and any pertinent business and goodwill interests, and relocation costs as deemed necessary in the COUNTY's and CITY's jurisdictions.
- 1.14 In the event that a Resolution of Necessity (RON) is required for the PROJECT, the CITY will serve as the lead agency and will present the RON to CITY Council for consideration.
- 1.15 Require that consultant(s) obtain Railroad Protective Liability Insurance for PROJECT construction surrounding the Union Pacific Railroad and name the COUNTY as an additional insured.

2.0 COUNTY AGREES TO:

- 2.1 Allow the CITY to exercise the power of eminent domain on the County's behalf and agrees to the joint exercise of powers as so required to complete the PROJECT and/or the acquisition of properties or to obtain the property necessary for the PROJECT pursuant to California Code of Civil Procedure section 1240.050 and/or section 1240.140 because some of property necessary for PROJECT lies within the COUNTY's jurisdiction but that the PARTIES agree to the CITY acting as the Lead Agency for the PROJECT.
- 2.2 Authorize the CITY to, on its behalf, coordinate the relocation of all of the PROJECT's affected utility company facilities within the COUNTY jurisdiction in a timely manner.
- 2.3 Provide a no-cost permit to the CITY for its work in COUNTY's right-of-way.
- 2.4 At no cost to the CITY, review and approve the plans and specifications provided by the CITY for work to be performed in the COUNTY's jurisdiction.
- 2.5 At no cost to the CITY, provide a representative who shall have the authority to discuss and attempt to resolve issues concerning the PROJECT with the COUNTY.

3.0 IT IS MUTUALLY AGREED:

- 3.1 After CITY's and COUNTY's acceptance of completed PROJECT, the COUNTY shall be responsible for performing any maintenance for that portion of the PROJECT that is in the County Maintained Road System and within the COUNTY unincorporated area with the exception of the bridge structure, and the CITY shall be responsible for performing any maintenance for the PROJECT that is in the CITY incorporated area, including the bridge structure from and including abutment to abutment.
- 3.2 That the Parties will enter into a separate maintenance agreement removing the COUNTY as the responsible party for the maintenance of the bridge structure that is located in the unincorporated area and assigning the CITY as the responsible agency for the maintenance of the entire bridge structure and including abutment to abutment.

- 3.3 CITY agrees to indemnify, defend (with counsel approved by COUNTY) and hold harmless the COUNTY, its officers, employees, agents, and volunteers from any and all claims, actions, or losses, damages, and/or liability arising out of CITY's performance of its obligations under this Agreement including the CITY's exercise of eminent domain and relocation obligations in the acquisition of any property necessary for the PROJECT, and the construction, use, maintenance, and operation of the PROJECT.
- 3.4 COUNTY agrees to indemnify and hold harmless the CITY, its officers, employees, agents, and volunteers from any and all claims, actions, or losses, damages, and/or liability arising out of COUNTY's performance of its obligations under this Agreement.
- 3.5 In the event the CITY and/or the COUNTY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the CITY and/or COUNTY shall indemnify the other to the extent of its comparative fault.
- 3.6 In the event of litigation arising from this Agreement, each Party to the Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs 3.3, 3.4 and 3.5 indemnification.
- 3.7 CITY and COUNTY are authorized self-insured public entities for purposes of Professional Liability, Automobile Liability, General Liability, and Workers Compensation and warrant that through their programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.
- 3.8 If either CITY or COUNTY requests additional work that is beyond the scope of the original PROJECT, and not considered by all Parties to be a necessary part of the PROJECT, said work, if approved by all Parties, will be paid solely by the agency requesting the work.
- 3.9 In the event that change orders are required during the course of the PROJECT, said change orders must be approved by COUNTY Department of Public Works Director or his designee and the CITY. Contract Change Order forms will be delivered by email or fax and must be returned within ten (10) business days. The COUNTY shall not unreasonably withhold approval of change orders. If a COUNTY disapproved or modified change order is later found to be a cost of the PROJECT, then the COUNTY shall be responsible for any costs, awards, judgments or settlements associated with the disapproval or modified change order.
- 3.10 This Agreement may be cancelled upon thirty (30) calendar days advance written notice of either Party, provided however, that neither Party may cancel this Agreement after CITY awards a contract to construct the PROJECT. The Parties recognize and agree that the provisions governing utility relocation and construction are dependent upon the Parties first satisfying CEQA and NEPA. As provided in this paragraph, the Agreement may be cancelled with or without cause, before, during or after CEQA and NEPA review/approval.
- 3.11 Except as provided in paragraphs 3.10 and 3.19, and except for the Parties' operation, maintenance and indemnification obligations contained herein which shall survive Agreement termination, this Agreement shall terminate upon completion of the PROJECT. The PROJECT shall be deemed complete upon both PARTIES recording a Notice of Completion with any and all appropriate jurisdictions.
- 3.12 This Agreement contains the entire agreement of the Parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.13 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between CITY and COUNTY concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement or the PROJECT, shall be instituted and tried in the appropriate state court, located in San Bernardino County, California.
- 3.14 Time is of the essence for each and every provision of this Agreement.
- 3.15 Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for any or against any Party. Any term referencing business days shall be deemed COUNTY business days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

- 3.16 No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.17 If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this agreement is frustrated.
- 3.18 This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.19 This Agreement will be effective on the date it is signed by both Parties and shall conclude upon satisfaction of the terms identified in paragraph 3.11, or December 31, 2026 (whichever occurs first).
- 3.20 The Recitals are incorporated into the body of this Agreement as if fully set forth herein.

SIGNATURES ON FOLLOWING PAGE:

SAN BERNARDINO COUNTY

CITY OF MONTCLAIR

►

Curt Hagman, Chairman, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By _____
Deputy

By ► _____
(Authorized signature - sign in blue ink)

Name Javier John Dutrey
(Print or type name of person signing contract)

Title Mayor
(Print or Type)

Dated: _____

Address 5111 Benito Street
Montclair, CA 91763

ATTEST:

By: _____
Andrea Myrick, City Clerk

APPROVED AS TO FORM:

By: _____
Diane E Robbins, City Attorney

OR COUNTY USE ONLY

Approved as to Legal Form
► _____
Suzanne Bryant, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
► _____
Andy Silao, P.E., Engineering Manager
Date _____

Reviewed/Approved by Department
► _____
Brendon Biggs, Director
Date _____

Exhibit A

Project Schedule

Milestones	Estimated Completion Date (Actual)
Environmental Approval	Summer 2021
Design Approval	Fall 2022
Right-of-Way	Fall 2022
Begin Construction	Spring 2023
End Construction	Spring 2025



CITY COUNCIL AGENDA REPORT

DATE: NOVEMBER 1, 2021 **FILE I.D.:** TRN110A
SECTION: CONSENT - AGREEMENTS **DEPT.:** PUBLIC WORKS
ITEM NO.: 5 **PREPARER:** M. HEREDIA

SUBJECT: CONSIDER RECEIVING AND FILING A STATUS REPORT ON EMERGENCY CONTRACTING PROCEDURES FOR THE PACIFIC ELECTRIC TRAIL BRIDGE REPLACEMENT PROJECT AND DETERMINING THERE IS A NEED TO CONTINUE THE ACTION

CONSIDER AUTHORIZING CITY MANAGER EDWARD C. STARR TO AWARD AND SIGN AGREEMENT NO. 21-70 WITH THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER FOR THE PACIFIC ELECTRIC TRAIL BRIDGE REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$200,000, INCLUDING A CONSTRUCTION CONTINGENCY

REASON FOR CONSIDERATION: By City Council action on April 19, 2021, Resolution No. 21-3307 was adopted declaring a need for emergency contracting procedures for the Pacific Electric (PE) Trail Bridge Replacement Project. Under Public Contract Code Section 22050, the governing body shall review the emergency action at its next regularly scheduled meeting and every regularly scheduled meeting thereafter until the action is terminated, to determine, by a fourth-fifths majority vote, that there is a need to continue the action.

BACKGROUND: The City of Montclair, in coordination with San Bernardino County Transportation Authority (SBCTA), constructed a multi-purpose trail linking cities from Claremont to Rialto along the famous Pacific Electric Railway Line. This 21-mile trail is a vital component of our Active transportation and Healthy Montclair programs. The trail provides recreational and alternative transportation opportunities for cyclists, pedestrians, runners, and equestrians, and links our residents and the commuting public to schools, jobs, and our regional transportation hub. The 20-acre Montclair Transcenter is the largest facility of its kind between Union Station in Los Angeles and the San Bernardino County station, and conveniently connects the region's fixed route commuter rail, bus service, and rideshare programs in one centrally located area. The Pacific Electric trail is a vital connection to this important transportation hub.

On March 21, 2021, the PE Trail Bridge was damaged due to a fire and closed to active transportation traffic. The closure of the bridge disrupts the regional connections of the PE Trail. A structural engineer who investigated the magnitude and extent of the damage, declared the PE Trail bridge a total loss and a replacement was recommended. To mitigate the risks that left the existing bridge vulnerable to fire, the replacement will be a prefabricated steel truss bridge. A steel truss bridge provides the best combination of long term value and affordability, while also recognizing the need for a speedy replacement of this vital piece of infrastructure. The use of a prefabricated bridge saves valuable time since its design has been preapproved by a state licensed structural engineer. Compared to a wooden structure, the construction of the steel truss bridge is completed at an accelerated pace, since it is delivered assembled and dropped into place.

The City of Montclair is a healthier and more equitable City due to safer and more connected roadways through the provision of active transportation options. SBCTA recognizes the value and importance of the PE trail. To that end, SBCTA has shown good faith and leadership by graciously offering to cover a percent of the cost, up to \$100,000, to replace the bridge through their TDA Grant Program. On June 2, 2021, the SBCTA Board of Directors authorized the release of the TDA article 3 Call for Projects for Bicycle and Pedestrian Improvement Projects. City staff applied for this grant under the maintenance of existing facilities category. Out of the five applicants in this category, the PE Trail Bridge was the runner-up. On October 13, 2021, the General Policy Committee recommended the award of \$227,544 for the PE Trail Bridge. The City will cash flow the project and seek reimbursement from SBCTA at a future date.

Currently, Pacific Electric Trail commuters are being detoured from the regional trail to Arrow Highway. To reduce the impact of the bridge closure, City staff will continue to work diligently through the use of the emergency contracting procedures to hire various consultants and contractors to complete the bridge replacement. The bridge will be fabricated by Contech Engineered Solutions. Biggs Cardosa Associates (BCA), a structural engineering consultant, will design the bridge deck and modifications to the existing bridge substructure and foundations to accept the new bridge. Additionally, Environmental permits and studies are required to clear the project through the California Environmental Quality Act (CEQA) and U.S. Army Corps permitting process.

November 1, 2021 Update

At its September 21 meeting, the City Council authorized staff to solicit bid proposals for the Pacific Electric Trail Bridge Replacement Project. Staff is working on completing the bid documents and expects to advertise the project the second week of November. Based on the City's calendar, the construction award may be interrupted by delays and staff vacations during the holiday season. Because the December 6th Council meeting has been canceled due to a conference, staff recommends that the City Manager be authorized to award and sign a construction agreement with the selected contractor, allowing construction to commence as soon as possible.

FISCAL IMPACT: The estimated cost to replace the Pacific Electric Trail Bridge is \$450,000. SBCTA will contribute a total of \$327,544 in TDA Grant funding and the remaining project costs will be paid using General Fund Reserves.

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

1. Receive and file a status report on emergency contracting procedures for the Pacific Electric Trail Bridge Replacement Project and determine there is a need to continue the action.
2. Authorize City Manager Edward C. Starr to award and sign Agreement No. 21-70 with the lowest responsive, responsible bidder for the Pacific Electric Trail Bridge Replacement Project in an amount not to exceed \$200,000, including a construction contingency.



CITY COUNCIL AGENDA REPORT

DATE: NOVEMBER 1, 2021 **FILE I.D.:** TRN366

SECTION: CONSENT - AGREEMENTS **DEPT.:** PUBLIC WORKS

ITEM NO.: 6 **PREPARER:** S. STANTON

SUBJECT: CONSIDER AMENDING THE 2019–2024 CAPITAL IMPROVEMENT PROGRAM TO ADD THE MODULAR RESTROOM FACILITY AT THE MONTCLAIR TRANSCENTER PROJECT

CONSIDER AUTHORIZING APPROPRIATIONS IN THE AMOUNTS OF \$275,000 FROM 2021 LEASE REVENUE BOND FUNDS AND \$25,000 FROM GREYHOUND LEASE AGREEMENT NO. 21–66 FUNDS FOR COSTS RELATED TO THE MODULAR RESTROOM FACILITY AT THE MONTCLAIR TRANSCENTER PROJECT

CONSIDER AUTHORIZING STAFF TO ADVERTISE FOR BID PROPOSALS FOR THE CONSTRUCTION OF THE MODULAR RESTROOM FACILITY AT THE MONTCLAIR TRANSCENTER PROJECT

CONSIDER AUTHORIZING CITY MANAGER EDWARD C. STARR TO AWARD AND SIGN AGREEMENT NO. 21–71 WITH THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER FOR THE MODULAR RESTROOM FACILITY AT THE MONTCLAIR TRANSCENTER PROJECT FOR A NOT-TO-EXCEED AMOUNT OF \$120,000, INCLUDING A CONSTRUCTION CONTINGENCY

REASON FOR CONSIDERATION: The City Council is requested to consider amending the 2019–2024 Capital Improvement Program (CIP) to add the Modular Restroom Facility at Montclair Transcenter Project. Amendments to the CIP, non-budgeted appropriations, authorization to advertise for bid proposals, and authorizing the award of construction contracts are subject to City Council approval.

BACKGROUND: The Montclair Transcenter is a central multi-modal transit facility and the largest facility on the San Bernardino Metrolink line between the cities of Los Angeles and San Bernardino. The demand for public restroom facilities at the Transcenter is significant. Unfortunately, in addressing that demand, the City has had to deal with regular abuse and replacement of the facilities.

The City has provided portable restroom facilities at the Montclair Transcenter since the mid-1990s. However, during this period, several different vendors have been used due to a consistent lack of maintenance standards, regular vandalism to the facilities by the public, and resistance from the respective vendors to replace the portable restroom facilities. The current facilities are rented from and maintained by AAA Portable Restroom Company, Inc. at the cost of approximately \$2,000 per month for two portable facilities.

Portable restroom facilities are generally made of lightweight plastic materials for ease of transport and maintenance; however, the manufacturing, care, and portability benefits result in the production of units that are regularly subject to abuse in heavily utilized public settings, such as the Montclair Transcenter. This abuse includes frequent tipping over of the facilities, drainage and cleanliness issues, and other forms of vandalism, including etching, tagging, and structural integrity damage.

The Montclair Transcenter is operated by multiple jurisdictions, including the California

Department of Transportation (Caltrans), San Bernardino County Transportation Authority (SBCTA), the City of Montclair, and Metrolink. However, the City of Montclair is the designated provider of security and maintenance for the Transcenter, including maintaining common areas and restrooms. Due to ongoing maintenance and sanitary issues with portable restrooms, City staff has determined that a significant need exists for fixed, more permanent restroom facilities that incorporate self-cleaning technology, are far more resistant to abuse, and represent a more cost-effective solution in the long term.

Staff identified modular, prefabricated restroom facilities as an affordable and attractive option. Installing a modular restroom facility would provide a durable, safe, and clean restroom for all commuters at the Transcenter. City staff proposes acquiring the prefabricated restroom facility from Exeloo, a high-quality, prison-grade durable restroom facility manufacturer. City staff has selected the Exeloo platinum-level Jupiter restroom unit as the model of choice. The Jupiter unit is a single, prefabricated building that houses two unisex restrooms. Each restroom includes an automatic soap dispenser and drier, electric paper towel dispensers, and a baby-changing table. The unit also incorporates a self-cleaning capability that alerts users before the initiation of the self-cleaning mode. A two-page brochure showing specifications of the Jupiter restroom model is attached.

The pre-assembled ADA-compliant unit will be shipped by Exeloo and installed by the City's selected contractor. The City would buy the Jupiter restroom facility at the cost of \$219,635. Construction for the Project includes foundation work, utility connections, and installation of the prefabricated roof, and staff expects construction to take 30 days. The estimated construction cost is \$80,000.

Based on the City's calendar and the tentatively scheduled bid opening of December 2, 2021, the construction award may be interrupted by delays and staff vacations during the holiday season. Because the December 6th Council meeting has been canceled due to a conference, staff recommends that the City Manager be authorized to award and sign a construction agreement with the selected contractor, allowing construction to commence in December.

FISCAL IMPACT: The Modular Restroom Facility at the Montclair Transcenter Project would be funded using \$275,000 in 2021 Lease Revenue Bond funds and \$25,000 in revenues from the Greyhound Lease Agreement. The cost to advertise this project for bid proposals should not exceed \$1,500.

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

1. Amend the 2019-2024 Capital Improvement Program to add the Modular Restroom Facility at the Montclair Transcenter Project;
2. Authorize appropriations in the amounts of \$275,000 from 2021 Lease Revenue Bond funds and \$25,000 from Greyhound Lease Agreement No. 21-66 for costs related to the Modular Restroom Facility at the Montclair Transcenter Project;
3. Authorize staff to advertise for bid proposals for the construction of the Modular Restroom Facility at the Montclair Transcenter Project; and
4. Consider authorizing City Manager Edward C. Starr to award and sign Agreement No. 21-71 with the lowest responsive, responsible bidder for the Modular Restroom Facility at the Montclair Transcenter Project for a not-to-exceed amount of \$120,000, including a construction contingency.



JUPITER

OUR MOST VERSATILE MODEL THE JUPITER DESIGN

**Perfect for Parks and Urban Streetscapes
offering the greatest level of customisation**

FAST FACTS

Arrives Fully Assembled

The concrete floor is integrated with the frame and arrives ready to be connected to prepared strip foundations making site works quick and easy.

After Sales Support

Our experts are just a free-phone call away. Exeloo also coordinates a broad network of service technicians ready to assist. See our website for a list of Exeloo approved technicians.

Built to Last

The JUPITER unit is crafted from internally and externally galvanized heavy duty steel framing with compressed fiber cement sheet for exceptional durability.

Our components are manufactured from high grade stainless steel and recessed into the wall space for industry leading resilience to vandalism and wear.

4 GREAT REASONS TO CHOOSE AN EXELOO JUPITER

1 Customize To Your Project Requirements
Our JUPITER units can be configured as single cubicle or multi-cubicle layouts. Exeloo also manufactures Dry Vault units for remote locations.

2 Tailor Fit Out To Your Budget
Exeloo models can be customized to a basic manual BRONZE level fit out right through to a fully automated PLATINUM level specification that delivers a virtually touch-less environment and a cubicle Auto-Wash feature.

3 Relocatable
A fully integrated modular construction system means the unit can be disconnected from services and relocated if needed. This preserves the asset investment minimizing demolition and re-construction costs.

4 Compact Design
A multiple cubicle JUPITER unit is 18' 1" x 7' 7" in size. This small footprint is perfect for any situation where space is a premium.

: INTERIOR FIT OUT FEATURES

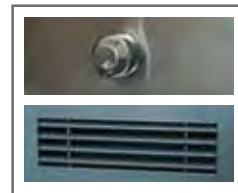
Exeloo public restrooms can be configured to meet almost any budget or project requirement. Start with a BRONZE, SILVER, GOLD or PLATINUM level specification and choose from our comprehensive list of fit out options to get the best match for your project needs. **Below are some examples of fit out options available.**



RECESSED BABY CHANGING TABLE



TOUCH FREE SENSOR OPERATED BASIN

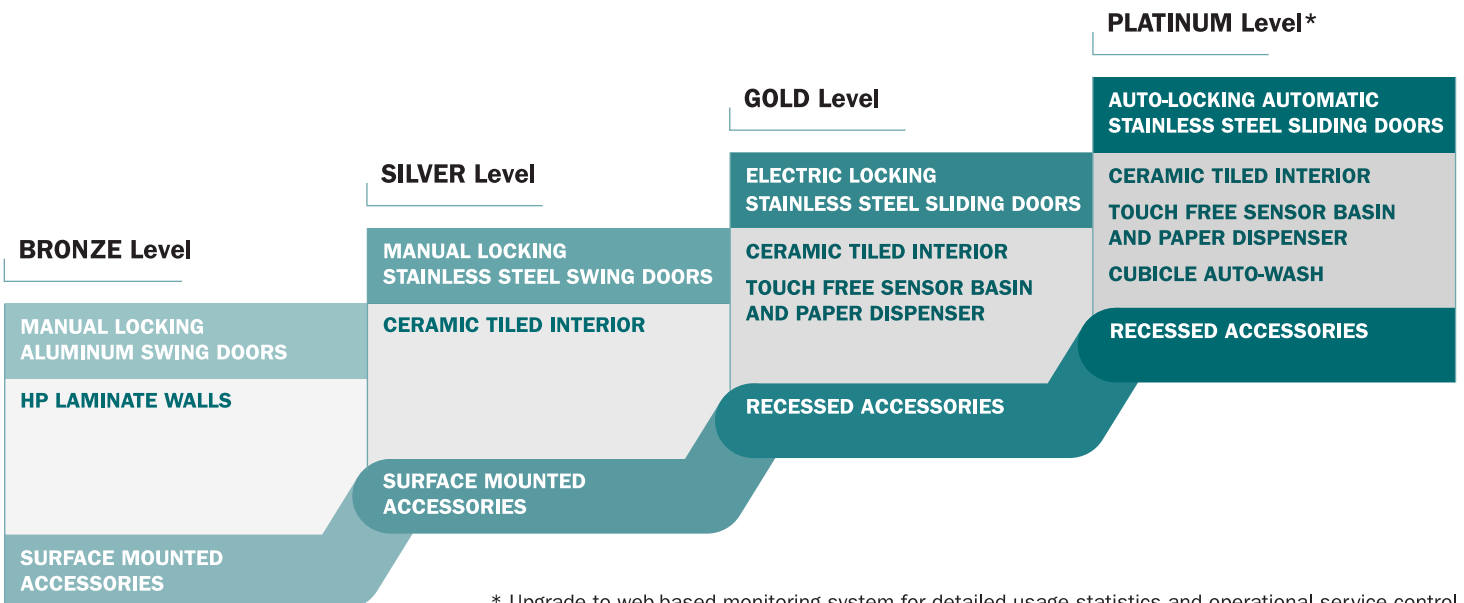


AUTO WASH AND FLOOR DRYING



RECESSED AUTOMATIC PAPER DISPENSER

: FIT OUT LEVELS



* Upgrade to web-based monitoring system for detailed usage statistics and operational service control

Infrastructure Fund Capital Project Funding Information

Project Name: Modular Restroom Facility at the Montclair Transcenter

Project Details: Purchase and Install a modular restroom facility at the Montclair Transcenter for commuter use.

Preparation Date: October 26, 2021

Department: Engineering

Project No. (Assigned by Finance): _____

Contact/Ext.: M. Heredia X-441

Phase	Fiscal Years					Fund/Program	
	Prior Years	2019/2020	2020/2021	2021/2022	2022/2023		2023/2024
Environmental							
Design							
R/W Acquisition							
Construction			50,000.00 Econ Dev	225,000.00			275,000.00 2021 LRB
				25,000.00			25,000.00 Greyhound Agmt
Total	0.00	0.00	50,000.00	250,000.00	0.00	0.00	300,000.00

Approvals: _____

Department: _____ By: Monica Heredia

Finance By: [Signature] Date: _____

City Council Date: _____

Revision Number: _____

Date: 10/27/21

Total Project Cost: 300,000.00



CITY COUNCIL AGENDA REPORT

DATE:	NOVEMBER 1, 2021	FILE I.D.:	STB300-17
SECTION:	CONSENT - RESOLUTIONS	DEPT.:	FINANCE
ITEM NO.:	1	PREPARER:	C. GRAVES
SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 21-3325 AUTHORIZING PLACEMENT OF LIENS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH CHARGES		

REASON FOR CONSIDERATION: The City Council is requested to consider adoption of Resolution No. 21-3325 authorizing the placement of liens on certain properties for delinquent sewer and trash charges.

Staff has identified 219 sewer and trash accounts in the odd-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. Exhibit A to Resolution No. 21-3325 lists the properties and lien amounts.

A copy of proposed Resolution No. 21-3325 is attached for the City Council's review and consideration.

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: The recoverable amount is \$129,895.43, plus \$4380.00 for release of lien fees, plus \$10,950.00 in lien fees, for a total of \$145,225.43.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 21-3325 authorizing the placement of liens on certain properties for delinquent sewer and trash charges.

RESOLUTION NO. 21-3325

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 219 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 October 7, 2021, 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, November 1, 2021.

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 - November 2021*, 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, 2021.

Mayor

ATTEST:

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 21-3325 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, 2021, and that it was adopted by the following vote, to-wit:

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

Andrea M. Myrick
City Clerk

**Exhibit A to Resolution No. 21-3325
Report of Delinquent Civil Debts – November 2021**

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
10720	Ada Avenue	Commercial	250.74	20.00	50.00	320.74
4334	Alamitos Street	Residential	514.19	20.00	50.00	584.19
5356	Alamitos Street	Residential	646.47	20.00	50.00	716.47
5634	Alamitos Street	Residential	386.96	20.00	50.00	456.96
4587	Allesandro Street	Residential	629.56	20.00	50.00	699.56
4667	Allesandro Street	Residential	647.79	20.00	50.00	717.79
9727	Amherst Avenue	Residential	574.88	20.00	50.00	644.88
9757	Amherst Avenue	Residential	612.46	20.00	50.00	682.46
9910	Amherst Avenue	Residential	647.79	20.00	50.00	717.79
5460	Armsley Street	Residential	244.83	20.00	50.00	314.83
5363	Arrow Hwy	Commercial	465.07	20.00	50.00	535.07
5193	Aspen Drive	Residential	746.83	20.00	50.00	816.83
9910	Bel Air Avenue	Residential	286.05	20.00	50.00	356.05
9950	Bel Air Avenue	Residential	430.51	20.00	50.00	500.51
9982	Bel Air Avenue	Residential	211.92	20.00	50.00	281.92
4354	Benito Street	Senior	619.19	20.00	50.00	689.19
4435	Benito Street	Residential	399.85	20.00	50.00	469.85
4460	Benito Street	Residential	647.79	20.00	50.00	717.79
4553	Benito Street	Residential	546.02	20.00	50.00	616.02
4814	Benito Street	Senior	619.19	20.00	50.00	689.19
4824	Benito Street	Residential	253.68	20.00	50.00	323.68
4979	Benito Street	Residential	266.97	20.00	50.00	336.97
5233	Benito Street	Senior	577.20	20.00	50.00	647.20
5429	Benito Street	Residential	647.79	20.00	50.00	717.79
5568	Benito Street	Residential	408.93	20.00	50.00	478.93
5598	Benito Street	Residential	691.64	20.00	50.00	761.64
9384	Benson Avenue	Residential	388.56	20.00	50.00	458.56
9590	Benson Avenue	Senior	300.85	20.00	50.00	370.85
9656	Benson Avenue	Residential	648.11	20.00	50.00	718.11
9974	Benson Avenue	Residential	266.97	20.00	50.00	336.97
10034	Benson Avenue	Residential	817.20	20.00	50.00	887.20
4266	Berkeley Street	Residential	692.18	20.00	50.00	762.18
4843	Berkeley Street	Residential	1,092.08	20.00	50.00	1,162.08
5382	Berkeley Street	Residential	647.79	20.00	50.00	717.79
5392	Berkeley Street	Residential	630.62	20.00	50.00	700.62
9576	Bolton Avenue	Senior	512.51	20.00	50.00	582.51
9598	Bolton Avenue	Residential	647.79	20.00	50.00	717.79
9768	Bolton Avenue	Residential	253.68	20.00	50.00	323.68
4531	Bonnie Brae Street	Residential	252.91	20.00	50.00	322.91
4541	Bonnie Brae Street	Residential	647.79	20.00	50.00	717.79
5450	Bonnie Brae Street	Residential	688.48	20.00	50.00	758.48
5522	Bonnie Brae Street	Senior	296.08	20.00	50.00	366.08
4382	Brooks Street #E	Commercial	280.54	20.00	50.00	350.54
9851	Camarena Avenue	Residential	646.60	20.00	50.00	716.60
4443	Cambridge Street	Residential	540.68	20.00	50.00	610.68
4853	Cambridge Street	Residential	1,393.08	20.00	50.00	1,463.08
5438	Cambridge Street	Residential	403.73	20.00	50.00	473.73
5448	Cambridge Street	Residential	637.75	20.00	50.00	707.75

**Exhibit A to Resolution No. 21-3325
Report of Delinquent Civil Debts – November 2021**

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
5470	Cambridge Street	Residential	1,393.08	20.00	50.00	1,463.08
5471	Cambridge Street	Residential	648.14	20.00	50.00	718.14
5561	Cambridge Street	Residential	281.36	20.00	50.00	351.36
5570	Cambridge Street	Residential	450.80	20.00	50.00	520.80
9213	Camulos Avenue	Senior	285.98	20.00	50.00	355.98
9243	Camulos Avenue	Residential	647.79	20.00	50.00	717.79
9426	Camulos Avenue	Residential	1,393.08	20.00	50.00	1,463.08
9511	Camulos Avenue	Residential	712.70	20.00	50.00	782.70
9539	Camulos Avenue	Residential	279.80	20.00	50.00	349.80
9540	Camulos Avenue	Residential	1,532.32	20.00	50.00	1,602.32
9737	Camulos Avenue	Residential	647.79	20.00	50.00	717.79
9877	Camulos Avenue	Residential	712.72	20.00	50.00	782.72
10060	Camulos Avenue	Residential	253.68	20.00	50.00	323.68
5665	Caroline Street	Residential	516.46	20.00	50.00	586.46
5666	Caroline Street	Residential	1,393.08	20.00	50.00	1,463.08
9528	Carrillo Avenue	Senior	401.36	20.00	50.00	471.36
9795	Central Avenue	Residential	473.44	20.00	50.00	543.44
9845	Central Avenue	Residential	390.98	20.00	50.00	460.98
9855	Central Avenue	Residential	653.41	20.00	50.00	723.41
10360	Central Avenue	Commercial	327.30	20.00	50.00	397.30
9775	Coalinga Avenue	Residential	815.52	20.00	50.00	885.52
9795	Coalinga Avenue	Residential	647.79	20.00	50.00	717.79
9477	Del Mar Avenue	Residential	454.74	20.00	50.00	524.74
4304	Denver Street	Residential	251.83	20.00	50.00	321.83
4325	Denver Street	Residential	546.02	20.00	50.00	616.02
4405	Denver Street	Residential	700.83	20.00	50.00	770.83
4875	Denver Street	Residential	285.18	20.00	50.00	355.18
4986	Denver Street	Residential	571.38	20.00	50.00	641.38
5427	Denver Street	Residential	475.35	20.00	50.00	545.35
5579	Denver Street	Residential	667.26	20.00	50.00	737.26
5616	Denver Street	Residential	647.79	20.00	50.00	717.79
5626	Denver Street	Residential	928.83	20.00	50.00	998.83
5552	Deodar Street	Residential	288.13	20.00	50.00	358.13
4853	El Morado Street	Residential	692.18	20.00	50.00	762.18
5168	El Morado Street	Residential	1,563.63	20.00	50.00	1,633.63
5429	El Morado Street	Residential	646.51	20.00	50.00	716.51
9762	Felipe Avenue	Residential	641.02	20.00	50.00	711.02
9811	Felipe Avenue	Residential	304.04	20.00	50.00	374.04
9020	Fremont Avenue	Senior	759.39	20.00	50.00	829.39
9070	Fremont Avenue	Residential	283.23	20.00	50.00	353.23
9567	Fremont Avenue	Residential	712.72	20.00	50.00	782.72
9729	Fremont Avenue	Residential	398.35	20.00	50.00	468.35
9823	Fremont Avenue	Residential	645.15	20.00	50.00	715.15
9847	Fremont Avenue	Residential	1,184.96	20.00	50.00	1,254.96
10037	Fremont Avenue	Residential	548.10	20.00	50.00	618.10
10082	Fremont Avenue	Residential	253.68	20.00	50.00	323.68
9771	Galena Avenue	Residential	441.02	20.00	50.00	511.02
9985	Geneva Avenue	Residential	636.03	20.00	50.00	706.03

**Exhibit A to Resolution No. 21-3325
Report of Delinquent Civil Debts – November 2021**

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
10018	Geneva Avenue	Residential	444.96	20.00	50.00	514.96
10057	Geneva Avenue	Residential	612.46	20.00	50.00	682.46
4307	Granada Street	Residential	545.84	20.00	50.00	615.84
4328	Granada Street	Residential	647.79	20.00	50.00	717.79
4436	Granada Street	Residential	226.18	20.00	50.00	296.18
9617	Greenwood Avenue	Residential	363.24	20.00	50.00	433.24
9627	Greenwood Avenue	Residential	300.00	20.00	50.00	370.00
4376	Harvard Street	Residential	605.81	20.00	50.00	675.81
4418	Harvard Street	Residential	643.66	20.00	50.00	713.66
4430	Harvard Street	Residential	1,393.08	20.00	50.00	1,463.08
5430	Harvard Street	Residential	437.43	20.00	50.00	507.43
5462	Harvard Street	Residential	648.02	20.00	50.00	718.02
5141-43	Harvard Street	Senior	824.42	20.00	50.00	894.42
4568	Hawthorne Street	Residential	1,336.80	20.00	50.00	1,406.80
9075	Helena Avenue	Residential	573.59	20.00	50.00	643.59
9761	Helena Avenue	Residential	326.02	20.00	50.00	396.02
4611	Highland Street	Senior	547.86	20.00	50.00	617.86
4520	Holt Blvd	Commercial	437.81	20.00	50.00	507.81
5190	Howard Street A & B	Multifamily	1,422.86	20.00	50.00	1,492.86
4585	James Street	Residential	704.87	20.00	50.00	774.87
9844	Kimberly Avenue	Residential	575.25	20.00	50.00	645.25
5420	La Deney Street	Senior	226.93	20.00	50.00	296.93
5430	La Deney Street	Residential	399.85	20.00	50.00	469.85
5462	La Deney Street	Residential	253.02	20.00	50.00	323.02
9744	Lehigh Avenue	Residential	937.40	20.00	50.00	1,007.40
9034	Lindero Avenue	Residential	568.16	20.00	50.00	638.16
9958	Lindero Avenue	Residential	1,393.08	20.00	50.00	1,463.08
10041	Lindero Avenue	Residential	646.47	20.00	50.00	716.47
10042	Lindero Avenue	Residential	618.05	20.00	50.00	688.05
10086	Lindero Avenue	Residential	516.46	20.00	50.00	586.46
9810	Mammoth Drive	Residential	333.41	20.00	50.00	403.41
9527	Marion Avenue	Residential	647.79	20.00	50.00	717.79
9528	Marion Avenue	Residential	352.59	20.00	50.00	422.59
9547	Marion Avenue	Residential	644.93	20.00	50.00	714.93
9595	Mills Avenue	Residential	675.53	20.00	50.00	745.53
9745	Mills Avenue	Residential	233.35	20.00	50.00	303.35
4481	Mission Blvd	Commercial	282.38	20.00	50.00	352.38
4564	Mission Blvd	Commercial	465.53	20.00	50.00	535.53
9056	Monte Vista Avenue	Residential	532.64	20.00	50.00	602.64
9784	Monte Vista Avenue	Residential	279.80	20.00	50.00	349.80
9858	Monte Vista Avenue	Residential	223.60	20.00	50.00	293.60
10489	Monte Vista Avenue	Commercial	2,779.57	20.00	50.00	2,849.57
5092	Moreno Street	Residential	692.18	20.00	50.00	762.18
4613	Olive Street	Residential	295.40	20.00	50.00	365.40
4644	Olive Street	Residential	683.15	20.00	50.00	753.15
4684	Olive Street	Residential	643.70	20.00	50.00	713.70
4872	Olive Street	Residential	249.85	20.00	50.00	319.85
4257	Orchard Street	Senior	439.69	20.00	50.00	509.69

**Exhibit A to Resolution No. 21-3325
Report of Delinquent Civil Debts – November 2021**

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
4779	Orchard Street	Senior	300.00	20.00	50.00	370.00
5690	Orchard Street	Residential	647.79	20.00	50.00	717.79
9925	Poulsen Avenue	Residential	640.18	20.00	50.00	710.18
9935	Poulsen Avenue	Residential	1,532.32	20.00	50.00	1,602.32
9375	Pradera Avenue	Senior	2,814.85	20.00	50.00	2,884.85
9970	Pradera Avenue	Residential	441.00	20.00	50.00	511.00
4467	Princeton Street	Residential	1,393.08	20.00	50.00	1,463.08
4825	Princeton Street	Senior	307.93	20.00	50.00	377.93
5571	Princeton Street	Residential	271.94	20.00	50.00	341.94
9109	Ramona Avenue	Residential	514.19	20.00	50.00	584.19
9136	Ramona Avenue	Residential	253.68	20.00	50.00	323.68
9151	Ramona Avenue	Residential	593.40	20.00	50.00	663.40
9551	Ramona Avenue	Residential	452.01	20.00	50.00	522.01
9587	Ramona Avenue	Residential	1,393.08	20.00	50.00	1,463.08
9801	Ramona Avenue	Senior	540.61	20.00	50.00	610.61
9971	Ramona Avenue	Residential	539.37	20.00	50.00	609.37
9380	Rose Avenue	Senior	763.23	20.00	50.00	833.23
9413	Rose Avenue	Residential	687.75	20.00	50.00	757.75
9434	Rose Avenue	Residential	647.79	20.00	50.00	717.79
9471	Rose Avenue	Residential	636.29	20.00	50.00	706.29
9482	Rose Avenue	Residential	399.85	20.00	50.00	469.85
9720	Rose Avenue	Residential	710.04	20.00	50.00	780.04
9866	Rose Avenue	Senior	581.29	20.00	50.00	651.29
9966	Rose Avenue	Residential	630.49	20.00	50.00	700.49
4591	Rosewood Street	Residential	272.91	20.00	50.00	342.91
4683	Rosewood Street	Residential	1,393.08	20.00	50.00	1,463.08
4890	Rosewood Street	Residential	615.99	20.00	50.00	685.99
5361	Rosewood Street	Residential	651.25	20.00	50.00	721.25
5389	Rosewood Street	Residential	304.75	20.00	50.00	374.75
11076	Roswell Avenue	Residential	258.82	20.00	50.00	328.82
4164	Rudisill Street	Residential	607.98	20.00	50.00	677.98
4245	Rudisill Street	Residential	617.09	20.00	50.00	687.09
4711	San Bernardino Street	Residential	647.79	20.00	50.00	717.79
4749	San Bernardino Street	Residential	631.86	20.00	50.00	701.86
4834	San Bernardino Street	Residential	421.52	20.00	50.00	491.52
4843	San Bernardino Street	Residential	200.18	20.00	50.00	270.18
4844	San Bernardino Street	Residential	696.37	20.00	50.00	766.37
5129	San Bernardino Street	Residential	397.81	20.00	50.00	467.81
5216	San Bernardino Street	Residential	218.68	20.00	50.00	288.68
5489	San Bernardino Street	Residential	626.51	20.00	50.00	696.51
5494	San Bernardino Street	Residential	929.50	20.00	50.00	999.50
5412	San Jose Street	Residential	432.05	20.00	50.00	502.05
5422	San Jose Street	Residential	697.18	20.00	50.00	767.18
5433	San Jose Street	Residential	599.17	20.00	50.00	669.17
5453	San Jose Street	Residential	572.59	20.00	50.00	642.59
5593	San Jose Street	Residential	450.80	20.00	50.00	520.80
5636	San Jose Street	Residential	742.52	20.00	50.00	812.52
4424	San Jose Street #05	Residential	546.02	20.00	50.00	616.02

**Exhibit A to Resolution No. 21-3325
Report of Delinquent Civil Debts - November 2021**

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
4424	San Jose Street #10	Residential	879.89	20.00	50.00	949.89
4424	San Jose Street #14	Residential	602.79	20.00	50.00	672.79
4424	San Jose Street #18	Residential	660.99	20.00	50.00	730.99
4424	San Jose Street #27	Residential	647.79	20.00	50.00	717.79
4622	San Jose Street O	Residential	306.50	20.00	50.00	376.50
4622	San Jose Street R	Residential	307.41	20.00	50.00	377.41
4622	San Jose Street U	Residential	293.86	20.00	50.00	363.86
4622	San Jose Street W	Residential	283.31	20.00	50.00	353.31
10016	Santa Anita Avenue	Residential	693.63	20.00	50.00	763.63
9830	Saratoga Avenue	Residential	670.85	20.00	50.00	740.85
4761	State Street	Commercial	528.29	20.00	50.00	598.29
4773	State Street	Residential	294.15	20.00	50.00	364.15
4777	State Street	Residential	285.76	20.00	50.00	355.76
4783	State Street	Residential	292.98	20.00	50.00	362.98
4787	State Street	Residential	209.78	20.00	50.00	279.78
9866	Steamboat Drive	Senior	565.17	20.00	50.00	635.17
9617	Surrey Avenue	Residential	647.79	20.00	50.00	717.79
9563	Tudor Avenue	Residential	580.15	20.00	50.00	650.15
9629	Tudor Avenue	Residential	326.16	20.00	50.00	396.16
9773	Tudor Avenue	Residential	657.91	20.00	50.00	727.91
9783	Tudor Avenue	Residential	438.44	20.00	50.00	508.44
9829	Vail Drive	Residential	399.85	20.00	50.00	469.85
9350	Vernon Avenue	Residential	485.42	20.00	50.00	555.42
9784	Vernon Avenue	Residential	516.76	20.00	50.00	586.76
9966	Vernon Avenue	Senior	527.94	20.00	50.00	597.94
5405	Yale Street	Residential	618.10	20.00	50.00	688.10
5474	Yale Street	Senior	270.51	20.00	50.00	340.51
		Total:	\$129,895.43	\$4,380.00	\$10,950.00	\$145,225.43

MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
OCTOBER 18, 2021, AT 8:02 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Pro Tem Ruh called the meeting to order at 8:02 p.m.

II. ROLL CALL

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

III. APPROVAL OF MINUTES

**A. Minutes of the Regular Personnel Committee Meeting of October
4, 2021.**

Moved by Council Member Johnson, seconded by Mayor Pro Tem
Ruh, and carried unanimously to approve the minutes of the
Personnel Committee meeting of October 4, 2021.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

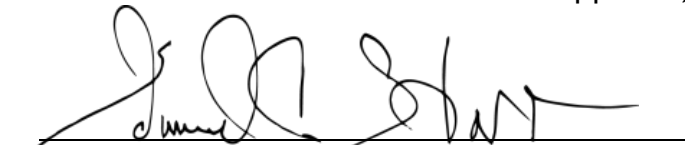
At 8:03 p.m., the Personnel Committee went into Closed Session
regarding personnel matters related to appointments, resignations/
terminations, and evaluations of employee performance.

At 8:23 p.m., the Personnel Committee returned from Closed Session.
Mayor Pro Tem Ruh stated that no announcements would be made at this
time.

VI. ADJOURNMENT

At 8:23 p.m., Mayor Pro Tem Ruh adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager

MINUTES OF THE REGULAR JOINT MEETING OF THE MONTCLAIR CITY COUNCIL, SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS, MONTCLAIR HOUSING AUTHORITY COMMISSION, AND MONTCLAIR COMMUNITY FOUNDATION BOARD HELD ON MONDAY, OCTOBER 18, 2021 AT 7:03 P.M. IN THE CITY COUNCIL CHAMBERS, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor/Chair Dutrey called the meeting to order at 7:03 p.m.

II. INVOCATION

Montclair Police Department Chaplain Josh Matlock gave the invocation.

III. PLEDGE OF ALLEGIANCE

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

IV. ROLL CALL

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

City Manager/Executive Director Starr; Director of Human Services Richter; Director of Community Development Diaz; Finance Manager Kulbeck; City Attorney Robbins; City Clerk Myrick

V. PRESENTATIONS

A. COVID-19 Community Recognition Award

Mayor Dutrey announced tonight's award recipient is **Health Service Alliance (HSA)**, a community health clinic in Montclair that has provided over 5,000 COVID-19 vaccinations and administered approximately 2,500 COVID-19 tests for the community. He added **HSA** also assisted the City with quickly testing 30 City employees last December after an employee tested positive over the weekend. Mayor Dutrey expressed gratitude on behalf of the City Council and presented a Certificate of Recognition to **Dr. James Lally, M.D.**, Chief Executive/Medical Officer of **HSA**.

B. Introduction of New Public Works Director/City Engineer

City Manager Starr introduced **Monica Heredia**, the new Public Works Director/City Engineer who started with the City of Montclair on September 7th, hit the ground running, and soon will be responsible for administering \$47 million in new bond money for infrastructure projects. She was born in Bolivia and has lived in the United States since 1979. He discussed **Ms. Heredia's** education, including attending **Pomona High School** and graduating from **California State Polytechnic University, Pomona**, with a degree in Civil Engineering, and returning to school to earn a Master's Degree in Public Administration from **California State University, Northridge** in 2011. He reported **Ms. Heredia** began her career with and worked 22 years for the **Los Angeles Department of Water and Power**; more recently, she worked for the Cities of West Covina, Pico Rivera, and Santa Clarita, managing capital improvement projects.

City Manager Starr noted that **Ms. Heredia** has three adult children pursuing civil engineering, architecture, and medical careers. She enjoys reading, hiking, dancing, cycling, swimming, and traveling in her spare time.

Mayor Dutrey and the City Council welcomed Public Works Director/City Engineer Heredia to the Montclair City family.

VI. PUBLIC COMMENT

- A. **Ms. Ruby Long**, Field Representative for **San Bernardino County Fourth District Supervisor Curt Hagman**, stated the District would host a Veteran Claim Event on Wednesday, November 10th, from 10:00 a.m. to 2:00 p.m. at the District Office at 14010 City Center Drive in Chino Hills. She stated that County Veteran Service Officers would provide services free of charge at the event, including answering questions about existing claims, assisting with completing claim forms and paperwork, issuing County Veteran ID cards, and conducting benefit assessment interviews.
- B. **Mr. Robert Pipersky**, resident, read his letter of retirement from the Montclair Police Department on October 4, 2021, after over 40 years of public service, having served most of his career as a Police Officer and retiring as a Public Safety Administrative Services Supervisor. He thanked the City for allowing him to serve a great community, adding he loved his job and felt he had never worked a day of his life.
- Mayor Dutrey thanked **Mr. Pipersky** for his service and for hosting him on several ride-alongs.
- Council Member Lopez expressed his appreciation for **Mr. Pipersky's** involvement with the community—especially for being **Santa Claus** at the City's holiday events.
- Council Member Johnson congratulated **Mr. Pipersky** on his retirement and thanked him for educating her and the community about the City's emergency operations center and disaster plan.
- Mayor Pro Tem Ruh stated **Mr. Pipersky** has proven to be a passionate and dedicated public servant, and everyone will miss his presence at the Police Department.
- Council Member Martinez noted she watched the farewell video that the Police Department compiled for **Mr. Pipersky** and stated the messages were touching and the recognition is well-deserved.
- C. **Ms. Karrina Quijada** and **Ms. Celina Gutierrez**, residents, presented Mayor Dutrey with an appreciation plaque from the **Montclair Little League** and thanked Council Member Lopez for being a great coach and leader to their kids.
- D. **Mr. Bruce Culp**, resident, thanked **Mr. Pipersky** for his many years of service with the Police Department and congratulated Public Works Director/City Engineer Heredia on her new position with the City.
- E. **Mrs. Carolyn Raft**, Trustee, **West Valley Mosquito and Vector Control District Board**, reported the District has only received three calls for services in Montclair this year compared to eleven last year; and advised that three mosquito samples tested positive for West Nile Virus out of 21 traps in the City. She congratulated **Dr. Lally** for receiving the COVID-19 Community Recognition Award and thanked **Mr. Pipersky** for his service to the City.

VII. PUBLIC HEARINGS — None

VIII. CONSENT CALENDAR

Mayor Dutrey requested public comments on Item B-9 be provided prior to the vote on the Consent Calendar and noted he would like to have Item C-4 pulled so that he may recuse himself because he received a campaign contribution from **Metro Auto Group**.

Council Member Lopez requested to pull Items C-2 and C-3 for comment.

Moved by Council Member/Director Lopez, seconded by Mayor Pro Tem/Vice Chair Ruh, and carried unanimously 5-0, the City Council pulled Item C-4 and approved the remainder of the Consent Calendar with comments provided on Items B-9, C-2, and C-3:

A. Approval of Minutes

1. Regular Joint Meeting — October 4, 2021

The City Council, Successor Agency Board of Directors, Montclair Housing Corporation Board of Directors, Montclair Housing Authority Commissioners, and Montclair Community Foundation Board of Directors approved the minutes of the October 4, 2021 regular joint meeting.

B. Administrative Reports

1. Receiving and Filing of City Treasurer's Report

The City Council received and filed the City Treasurer's Report for the month ending September 30, 2021.

2. Approval of City Warrant Register and Payroll Documentation

The City Council approved the City Warrant Register dated October 18, 2021, totaling \$1,039,200.47; and the Payroll Documentation dated September 12, 2021, amounting to \$643,426.70 gross, with \$448,831.69 net being the total cash disbursement.

3. Receiving and Filing of Successor Agency Treasurer's Report

The City Council acting as successor to the Redevelopment Agency Board received and filed the Successor to the Redevelopment Agency Treasurer's Report for the month ending September 30, 2021.

4. Approval of Successor Agency Warrant Register

The City Council acting as successor to the Redevelopment Agency Board approved the Successor to the Redevelopment Agency Warrant Register dated 09.01.21-09.30.21 in the amounts of \$8,219.06 for the Combined Operating Fund and \$0.00 for the Redevelopment Obligation Retirement Funds.

5. Receiving and Filing of MHC Treasurer's Report

The MHC Board received and filed the MHC Treasurer's Report for the month ending September 30, 2021.

6. Approval of MHC Warrant Register

The MHC Board approved the MHC Warrant Register dated 09.01.21-09.31.21 in the amount of \$52,589.10.

7. Receiving and Filing of MHA Treasurer's Report

The MHA Commissioners received and filed the MHA Treasurer's Report for the month ending September 30, 2021.

8. Approval of MHA Warrant Register

The MHA Commissioners approved the MHA Warrant Register dated 09.01.21-09.30.21 in the amount of \$0.00.

9. Receiving and Filing a Status Report on Emergency Contracting Procedures for the Pacific Electric Trail Bridge Replacement Project and Determining There is a Need to Continue the Action

Mr. Culp stated he hopes the City will complete this project soon because the **Pacific Electric Trail** has many supporters across several communities and provides healthy travel options and recreation opportunities.

Mayor Dutrey advised that the **San Bernardino County Transportation Authority (SBCTA)** Board has already dedicated \$100,000 to this project. Additionally, last week a transportation committee of **SBCTA** recommended the Board allocate an additional \$220,000 for the project. As a member of the **SBCTA** Board, he stated that he anticipates the Board will

approve the recommendation.

The City Council received and filed a status report on emergency contracting procedures for the Pacific Electric Trail Bridge Replacement Project and determined there is a need to continue the action.

10. Approval of the Filing of a Notice of Completion with the San Bernardino County Recorder for the Central Avenue Rehabilitation Phase 1 Project Constructed by Sully Miller Contracting Company

Release of Retention of Payment Bond 30 Days After Recordation of Notice of Completion

The City Council took the following actions:

- (a) Approved the filing of a Notice of Completion with the San Bernardino County Recorder for the Central Avenue Rehabilitation Phase 1 Project constructed by Sully Miller Contracting Company.
- (b) Released retention of payment bond 30 Days after recordation of Notice of Completion.

11. Approval of a Grant Fund Balance Carryover of \$452,205.51 from Fiscal Year 2021-22 for the Montclair After-School Program

The City Council approved a Grant Fund Balance Carryover of \$452,205.51 from Fiscal Year 2021-22 for the Montclair After-School Program.

C. Agreements

1. Approval of Agreement No. 21-23 with Crossroads Software Inc. for Digital Collision Reporting Software

Approval of Agreement No. 21-24 with Lexisnexis Coplogic Solutions Inc. for Integration of Crossroads Software with the Existing Coplogic Desk Officer Reporting System for Online Crime Reporting Services

Authorizing a \$5,900 Appropriation from the Prop 30/AB 109 Fund to Pay the Costs Associated with Agreement No. 21-23

The City Council took the following actions:

- (a) Approved *Agreement No. 21-23* with Crossroads Software Inc. for digital collision reporting software.
- (b) Approved *Agreement No. 21-24* with Lexisnexis Coplogic Solutions Inc. for integration of Crossroads Software with the existing Coplogic Desk Officer Reporting System for online crime reporting services.
- (c) Authorized a \$5,900 appropriation from the Prop 30/AB 109 Fund to pay the costs associated with *Agreement No. 21-23*.

2. Approval of Agreement No. 21-58-I-100, an Irrevocable Annexation Agreement with J2 Express, LLC for 10955-10973 Central Avenue, Montclair, CA 91762 (APN 1011-341-51-0-000)

Council Member Lopez expressed his support for the City's annexation of properties in south Montclair and commended staff for preparing the agreement.

The City Council approved *Agreement No. 21-58-I-100*, an Irrevocable Annexation Agreement with J2 Express, LLC for 10955-10973 Central Avenue, Montclair, CA 91762 (APN 1011-341-51-0-000).

3. **Approval of Agreement No. 21-64 with Chaffey Joint Union High School District for Specialized Law Enforcement Services During Fiscal Year 2021-22**

Council Member Lopez expressed appreciation to CJUHSD for assisting with the cost to have a dedicated officer stationed at **Montclair High School**, noting increased gang activity throughout the region, including the active targeting of high school students for recruitment.

Mayor Dutrey noted he spoke with Executive Director of Public Safety/Police Chief Avels and **MHS Principal Cho** about having a police officer stationed at the school and thanked everyone for making it happen.

The City Council approved *Agreement No. 21-64* with Chaffey Joint Union High School District for specialized law enforcement services during Fiscal Year 2021-22.

D. Resolutions

1. **Adoption of Resolution No. 21-3324 Making Factual Findings in Compliance with AB 361 and Establishing Procedures for the Continuation of Public Meeting Teleconferencing During Public Health Emergencies, Including the COVID-19 Public Health Emergency, for the Period of October 18, 2021 Through November 17, 2021**

The City Council adopted of Resolution No. 21-3324 making factual findings in compliance with AB 361 and establishing procedures for the continuation of public meeting teleconferencing during public health emergencies, including the COVID-19 public health emergency, for the period of October 18, 2021 through November 17, 2021.

IX. PULLED CONSENT CALENDAR ITEMS

Mayor Dutrey left the room at 7:44 p.m.

C. Agreements

4. **Approval of Agreement No. 21-65, a Participation Agreement with Metro Honda and Montclair Dealership Group Properties, LLC Offering City Assistance in the Amount of \$375,000 Toward the Design, Construction, and Installation of a Conforming, Interstate-10 Freeway-Adjacent Pylon Electronic Message Center (EMC) Sign in the City of Montclair, for which the City Shall Receive Certain Benefits Including Rights to Fifteen Percent of the EMC Sign's Operational Time During Each Twenty-Four Hour Period to Advertise Community-Related, Public Safety, Public Health, and Public Relations Messages; the Continued Operation of the Honda and Acura New Car Dealerships in the City During the Term of the Agreement; the Generation of Additional Property Tax Increment and Sales Tax Income to the City; and the Non-Binding Cooperation of the Nissan New Car Dealership to Continue Operating in the City Through Incentivization by Extension of a Credit Against the Promissory Note Amount of \$375,000**

Approval of Conditions, Covenants and Restrictions as Contained in the Owner Declaration (Attachment No. 1 to Agreement No. 21-65) to Set Forth, in Recordable Form, Certain Obligations of Metro Honda and Montclair Dealership Group Properties, LLC

Approval of the Terms, Conditions and Provisions as Contained in the Promissory Note (Attachment No. 2 to Agreement No. 21-65)

Allocating up to \$375,000 from the Economic Development Fund in the General Fund as the City Disbursement Amount for the City's Cost Share of *Agreement No. 21-65*

Authorizing the City Manager to Execute Participation *Agreement No. 21-65*, Owner Declaration, and Promissory Note

Council Member Lopez advised last year, he and Mayor Dutrey drove around the City while discussing ideas and potential locations for an electronic message center sign to promote City events. He noted he is glad that the City is going in this direction instead, benefiting the car dealerships.

Moved by Council Member Lopez, seconded by Mayor Pro Tem/Vice Chair Ruh, and carried unanimously 4-0-1 (Dutrey recused), the City Council took the following actions:

- (a) Approved *Agreement No. 21-65*, a Participation Agreement with Metro Honda and Montclair Dealership Group Properties, LLC offering City assistance in the amount of \$375,000 toward the design, construction, and installation of a conforming, Interstate-10 Freeway-adjacent pylon Electronic Message Center (EMC) sign in the City of Montclair, for which the City shall receive certain benefits including rights to fifteen percent of the EMC sign's operational time during each twenty-four hour period to advertise community-related, public safety, public health, and public relations messages; the continued operation of the Honda and Acura New Car Dealerships in the City during the term of the Agreement; the generation of additional property tax increment and sales tax income to the City; and the non-binding cooperation of the Nissan new car dealership to continue operating in the City through incentivization by extension of a credit against the Promissory Note amount of \$375,000.
- (b) Approved conditions, covenants and restrictions as contained in the Owner Declaration (Attachment No. 1 to *Agreement No. 21-65*) to set forth, in recordable form, certain obligations of Metro Honda and Montclair Dealership Group Properties, LLC.
- (c) Approved the terms, conditions and provisions as contained in the Promissory Note (Attachment No. 2 to *Agreement No. 21-65*).
- (d) Allocated up to \$375,000 from the Economic Development Fund in the General Fund as the City Disbursement Amount for the City's cost share of *Agreement No. 21-65*.
- (e) Authorized the City Manager to execute Participation *Agreement No. 21-65*, Owner Declaration, and Promissory Note.

Mayor Dutrey returned to the dais at 7:47 p.m.

X. COUNCIL WORKSHOP

A. David Turch & Associates, Federal Legislative Advocate Presentation

The City Council continued this presentation to an adjourned meeting on Monday, November 1, 2021, at 5:45 p.m.

XI. COMMUNICATIONS

A. Department Reports

1. Human Services Department — Upcoming Holiday Programs & Events

Director of Human Services Richter announced the following programs and events:

- Outdoor Halloween Spooktacular— Saturday, October 30th, from 5:00 p.m. to 9:00 p.m. at **Alma Hofman (Shark) Park**.
- Holiday Food & Toy Basket Program — Baskets will be available to families who live in Montclair and meet specific income guidelines. The Department will accept applications by appointment only through Friday, October 22nd.
- Military Banner Program — Applications for active-duty military who request a banner will be accepted online or by appointment through November 10, 2021. The program provides complimentary banners for those currently serving in the armed forces who live in Montclair or graduated from **Montclair High School**. Banners may be purchased at \$200 for veterans who have been honorably discharged and reside in the City. The banners will be hung on Montclair streets in early 2022.

B. City Attorney — No Comments

C. City Manager/Executive Director — No Comments

D. Mayor/Chair

Mayor/Chair Dutrey made the following comments:

1. He reported **SBCTA**, in participation with **Omnitrans**, approved funding to install ten benches at bus stops throughout Montclair.
2. He thanked **Congresswoman Norma Torres** for stopping by the Civic Center during the City's Senior Lunch Program last week and helping to distribute food.
3. He attended the State of the County event at the **Toyota Arena** in Ontario, at which **Fourth District San Bernardion County Supervisor Curt Hagman** led the presentation.

E. City Council/Successor Agency Board/MHC Board/MHA Board/MCF Board

1. Council Member/Director Johnson thanked Executive Director of Public Safety/Police Chief Avels for relocating the electronic message sign with the message, "children are crossing."
2. Council Member/Director Lopez made the following comments:
 - (a) He invited the community to attend **Montclair Little League's** Halloween event on Friday, October 29th, at **Saratoga Park** from 6:30 p.m. to 8:30 p.m. for food, contests, and candy.
 - (b) He thanked former Fire Captain Chris Jackson, who recently resigned, for his 15 years of service to Montclair.
 - (c) He requested staff assist **Mr. Jose Perez**, who spoke at the workshop earlier this evening, with some lifted pavement around his property caused by a tree.
3. Mayor Pro Tem/Vice Chair Ruh made the following comments:
 - (a) He reported his virtual attendance, representing the City, with Mayor Dutrey, who represented **SBCTA**, at the **Gold Line Joint Powers Authority** meeting.

- (b) He advised **Dr. Lally** is offering **Moderna** boosters at the **Health Service Alliance** clinic for immunocompromised individuals.
- (c) He compared the risks and survival rate of Polio to those of COVID-19 and urged people to consider the serious long-term health issues caused by the disease for survivors. He pointed out the Polio vaccine's wide acceptance wiped out the disease, yet modern vaccine hesitancy is making that goal impossible to achieve for COVID-19.
- (d) Upon today's news of former **U.S. Secretary of State Colin Powell's** death caused by complications from COVID-19 at age 84 despite being vaccinated, he felt it necessary to report specific facts that are being overlooked in media reports. In addition to being in a vulnerable age group, **Mr. Powell** was being treated for multiple myeloma—an aggressive cancer of the blood that compromises one's immune system and makes the vaccine less effective. **Mr. Powell** also had Parkinson's Disease. He stated his thoughts are with **Mr. Powell's** family.

F. Committee Meeting Minutes

1. Minutes of Public Works Committee Meeting of April 15, 2021

The City Council received and filed the minutes of the Public Works Committee meeting of April 15, 2021, for informational purposes.

2. Minutes of Real Estate Committee Meeting of May 17, 2021

The City Council received and filed the minutes of the Real Estate Committee meeting of May 17, 2021, for informational purposes.

3. Minutes of Personnel Committee Meeting of October 4, 2021


The City Council received and filed the minutes of the Personnel Committee meeting of October 4, 2021, for informational purposes.

XII. ADJOURNMENT

At 7:58 p.m., Chair Dutrey adjourned the Successor Agency Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board.

At 7:58 p.m., Mayor Dutrey adjourned the City Council to Monday, November 1, 2021 at 5:45 p.m. for a Council Workshop Presentation by the City's Federal Legislative Advocate, David Turch & Associates.

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



Andrea Myrick
City Clerk