

# CITY OF MONTCLAIR

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

### AGENDA

MONDAY, APRIL 18, 2022  
7:00 p.m.



#### **Mayor**

Javier "John" Dutrey

#### **Mayor Pro Tem**

Bill Ruh,

#### **Council Members**

Tenice Johnson

Corysa Martinez

Benjamin "Ben" Lopez

#### **City Manager**

Edward C. Starr

#### **City Attorney**

Diane E. Robbins

#### **City Clerk**

Andrea M. Myrick

#### 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



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

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

Monday, April 18, 2022  
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 submit 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 online 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](mailto:cityclerk@cityofmontclair.org) at least one hour before the meeting begins.*

*Video recordings of Council meetings are available on the City's website at <https://www.cityofmontclair.org/council-meetings/> and can be accessed by the end of the 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]

**II. INVOCATION**

*In keeping with our long-standing tradition of opening our Council meetings with an invocation, this meeting may include a nonsectarian invocation. Such invocations are not intended to proselytize or advance any faith or belief or to disparage any faith or belief. Neither the City nor the City Council endorses any particular religious belief or form of invocation.*

**III. PLEDGE OF ALLEGIANCE**

**IV. ROLL CALL**

**V. PRESENTATIONS**

- A. Presentation of Donation by Aqua Ridge Senior Living of Funds Raised at Grand Opening Event to the Montclair Senior Center
- B. Proclamation Declaring April 29, 2022 as Arbor Day in the City of Montclair
- C. Proclamation Declaring April 2022 as "DMV/Donate Life California Month" in the City of Montclair

**VI. PUBLIC COMMENT**

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

*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. Special Meeting — April 4, 2022 [CC] 41
- 2. Regular Joint Meeting — April 4, 2022 [CC/SA/MHC/MHA/MCF] 42

**B. Administrative Reports**

- 1. Consider Receiving and Filing of Treasurer’s Report [CC] 4
- 2. Consider Approval of Warrant Registers & Payroll Documentation [CC] 5
- 3. Consider Receiving and Filing of Treasurer’s Report [SA] 6
- 4. Consider Approval of Warrant Register [SA] 7
- 5. Consider Receiving and Filing of Treasurer’s Report [MHC] 8
- 6. Consider Approval of Warrant Register [MHC] 9
- 7. Consider Receiving and Filing of Treasurer’s Report [MHA] 10
- 8. Consider Approval of Warrant Register [MHA] 11
- 9. Consider Authorizing the Purchase of a 2022 Chevrolet 2500 Pickup Truck in Place of the Previously Authorized 2022 Ford Super Duty F-250 Pickup Truck from MK Smith [CC]
- Consider Rescinding the Declaration of a 2003 Ford F-250 Pickup Truck (Unit 208) as Surplus for Placement Back into Service [CC] 12

**C. Agreements**

- 1. Consider Amending the 2021–2022 Sewer Program to Add the 2017 Sewer Master Plan Update, Revision 1 [CC]
- Consider Approval of Agreement No. 22–27 with David Evans and Associates, Inc. for the Preparation of the 2017 Sewer Master Plan Update, Revision 1 Subject to Any Revisions Deemed Necessary by the City Attorney [CC]
- Consider Authorizing a \$25,000 Appropriation from the Sewer Fund for Costs Related to Agreement No. 22–27 [CC]
- Consider Authorizing the City Manager to Amend the Scope of the Services as Necessary for a Contingency Amount Not to Exceed \$2,420 [CC] 14
- 2. Consider Approval of Agreement No. 22–31 with James Event Productions, Inc. to Provide Rides and Attractions at the 2022 Country Fair Jamboree Subject to Any Revisions Deemed Necessary by the City Attorney [CC] 35

**D. Resolutions — None**

**IX. PULLED CONSENT CALENDAR ITEMS**

**X. COUNCIL WORKSHOP**

- A. San Antonio Creek Trail Conceptual Plan Presentation by Alta Planning + Design, Inc.

*(The City Council may consider continuing this item to an adjourned meeting on Monday, May 2, 2022, at 5:45 p.m. in the City Council Chambers)*

**XI. COMMUNICATIONS**

**A. Department Reports**

- 1. Human Services — Upcoming Events and Programs

**B. City Attorney**

- 1. Request for City Council to Meet in Closed Session Pursuant to Government Code §54956.9(d)(1) Regarding Pending Litigation [CC]

*Garcia v. Lopez, City of Montclair, et al.*

*Fuentes v. Lopez, City of Montclair, et al.*

**C. City Manager/Executive Director**

**D. Mayor/Chairperson**

- 1. Consider Reorganization of City Council Committee/Liaison Assignments [CC] 39

- 2. Announcement of 4 Vacancies on Community Activities Commission (4-Year Terms, July 1, 2022 through June 30, 2026)

Apply at [www.cityofmontclair.org](http://www.cityofmontclair.org) by May 18, 2022 at 5:30 p.m.

**E. Council Members/Directors**

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

- 1. Personnel Committee Meeting — April 4, 2022 [CC] 40

**XII. CLOSED SESSION**

**XIII. CLOSED SESSION ANNOUNCEMENTS**

**XIV. ADJOURNMENT**

*The next regular joint meeting of the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board will be held on Monday, May 2, 2022, at 7:00 p.m.*

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

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

*I, Andrea M. Myrick, City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the City's website at <https://www.cityofmontclair.org/agendas/> and on the bulletin board adjacent to the north door of Montclair City Hall at 5111 Benito Street, Montclair, CA 91763 on Thursday, April 14, 2022.*



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	APRIL 18, 2022	<b>FILE I.D.:</b>	FIN520
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	FINANCE
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	J. KULBECK
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

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**REASON FOR CONSIDERATION:** The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending March 31, 2022.

**BACKGROUND:** Included in the City Council's agenda packet is a copy of the Treasurer's Report for the period ending March 31, 2022.

**FISCAL IMPACT:** Routine—report of City's cash and investments.

**RECOMMENDATION:** Staff recommends the City Council receive and file the Treasurer's Report for the month ending March 31, 2022.



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	APRIL 18, 2022	<b>FILE I.D.:</b>	FIN540
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	FINANCE
<b>ITEM NO.:</b>	2	<b>PREPARER:</b>	L. LEW/V. FLORES
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION		

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

**BACKGROUND:** Mayor Pro Tem Ruh has examined the Warrant Register dated April 18, 2022, and the Payroll Documentation dated March 27, 2022, and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated April 18, 2022, totals \$1,317,819.54.

The Payroll Documentation dated March 27, 2022 totals \$666,498.66 gross, with \$468,783.99 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

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<b>DATE:</b>	APRIL 18, 2022	<b>FILE I.D.:</b>	FIN510
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	SA
<b>ITEM NO.:</b>	3	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

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**REASON FOR CONSIDERATION:** The City Council acting as Successor to the Redevelopment Agency Board of Directors (Successor Agency Board) is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending March 31, 2022, pursuant to state law.

**BACKGROUND:** Included in the Successor Agency Board's agenda packet is a copy of the Successor to the Redevelopment Agency Treasurer's Report for the period ending March 31, 2022.

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

**RECOMMENDATION:** Staff recommends the Successor Agency Board receive and file the Successor to the Redevelopment Agency Treasurer's Report for the month ending March 31, 2022.



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	APRIL 18, 2022	<b>FILE I.D.:</b>	FIN530
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	SA
<b>ITEM NO.:</b>	4	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER		

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**REASON FOR CONSIDERATION:** The City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Warrant Register for the month ending March 31, 2022, pursuant to state law.

**BACKGROUND:** Vice Chair Ruh has examined the Successor to the Redevelopment Agency Warrant Register dated 03.01.22-03.31.22 in the amounts of \$21,471.27 for the Combined Operating Fund and \$1,896,520.68 for the Redevelopment Obligation Retirement Funds, and finds it to be in order.

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

**RECOMMENDATION:** Vice Chair Ruh recommends the City Council as Successor to the Redevelopment Agency Board of Directors approve the Successor to the Redevelopment Agency Warrant Register for the period ending March 31, 2022.





# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	APRIL 18, 2022	<b>FILE I.D.:</b>	FIN525
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	MHC
<b>ITEM NO.:</b>	5	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

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**REASON FOR CONSIDERATION:** The Montclair Housing Corporation Board of Directors is requested to receive and file the Montclair Housing Corporation Treasurer's Report for the month ending March 31, 2022, pursuant to state law.

**BACKGROUND:** Included in the Montclair Housing Corporation Board agenda packet is a copy of the Treasurer's Report for the period ending March 31, 2022.

**FISCAL IMPACT:** Routine—report of the Montclair Housing Corporation's cash and investments.

**RECOMMENDATION:** Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending March 31, 2022.



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	APRIL 18, 2022	<b>FILE I.D.:</b>	FIN545
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	MHC
<b>ITEM NO.:</b>	6	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER		

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**REASON FOR CONSIDERATION:** The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending March 31, 2022, pursuant to state law.

**BACKGROUND:** Vice Chair Ruh has examined the Warrant Register dated 03.01.22-03.31.22 in the amount of \$163,623.06 for the Montclair Housing Corporation and finds it to be in order.

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

**RECOMMENDATION:** Vice Chair Ruh recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending March 31, 2022.



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	APRIL 18, 2022	<b>FILE I.D.:</b>	FIN525
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	MHA
<b>ITEM NO.:</b>	7	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

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**REASON FOR CONSIDERATION:** The Montclair Housing Authority Commission is requested to receive and file the Montclair Housing Authority Treasurer's Report for the month ending March 31, 2022, pursuant to state law.

**BACKGROUND:** Included in the Montclair Housing Authority Commission's agenda packet is a copy of the Treasurer's Report for the period ending March 31, 2022.

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

**RECOMMENDATION:** Staff recommends the Montclair Housing Authority Commission receive and file the Treasurer's Report for the month ending March 31, 2022.



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	APRIL 18, 2022	<b>FILE I.D.:</b>	FIN545
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	MHA
<b>ITEM NO.:</b>	8	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER		

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**REASON FOR CONSIDERATION:** The Montclair Housing Authority Commission is requested to consider receiving and filing the Warrant Register for the month ending March 31, 2022, pursuant to state law.

**BACKGROUND:** Vice Chair Ruh has examined the Warrant Register dated 03.01.22-03.31.22 in the amount of \$0.00 for the Montclair Housing Authority and finds it to be in order.

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

**RECOMMENDATION:** Vice Chair Ruh recommends the Montclair Housing Authority Commission approve the Warrant Register for the period ending March 31, 2022.



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	APRIL 18, 2022	<b>FILE I.D.:</b>	EQS230-20
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	PUBLIC WORKS
<b>ITEM NO.:</b>	9	<b>PREPARER:</b>	M. PARADIS

**SUBJECT:** CONSIDER AUTHORIZING THE PURCHASE OF A 2022 CHEVROLET 2500 PICKUP TRUCK IN PLACE OF THE PREVIOUSLY AUTHORIZED 2022 FORD SUPER DUTY F-250 PICKUP TRUCK FROM MK SMITH

CONSIDER RESCINDING THE DECLARATION OF A 2003 FORD F-250 PICKUP TRUCK (UNIT 208) AS SURPLUS FOR PLACEMENT BACK INTO SERVICE

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**REASON FOR CONSIDERATION:** The City Council previously approved the purchase of a vehicle that is no longer available. The City Council is requested to authorize the purchase of a 2022 Chevrolet 2500 Pickup Truck in place of the previously authorized 2022 Ford Super Duty F-250 pickup truck, and to rescind the declaration of a 2003 Ford F-250 pickup truck as surplus for placement back into service.

**BACKGROUND:** On December 20, 2021, the City Council approved the purchase of a 2022 Ford Super Duty pickup truck and declared a 2003 Ford F-250 pickup truck (Unit 208, graffiti truck) as surplus. The new vehicle replacing Unit 208 was to be outfitted with a special truck bed designed for use as a graffiti truck.

Immediately after the purchase was approved by City Council, the new vehicle was no longer available for purchase. Staff was informed that orders of new vehicles would not be accepted for at least a two-year period due to the shortage in vehicles on the market.

In January 2022, staff was contacted by MK Smith in regards to a 2022 Chevrolet 2500 pickup truck that was in production and available for purchase. Staff secured this vehicle with a purchase order and the new vehicle was delivered on March 31, 2022.

The engine for Unit 208 is been replaced to extend the life of the graffiti truck and will be placed back into service.

**FISCAL IMPACT:** Funds in the amount of \$49,674.16 from the Equipment Replacement Fund were authorized for the purchase of the 2022 Ford Super Duty F-250 pickup truck. The cost of the 2022 Chevrolet 2500 pickup truck was \$45,541.64. The remainder of the authorized funds will be used to equip the vehicle with beacon lights and strobes as previously approved by the City Council.

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

1. Authorize the purchase of a 2022 Chevrolet 2500 pickup truck in place of the previously authorized 2022 Ford Super Duty F-250 pickup truck from MK Smith; and
2. Rescind the declaration of a 2003 Ford F-250 pickup truck (unit 208) as surplus for placement back into service.

City of  
Montclair

# MKSMITH



2nd to None Since 1941

P.O. #  
6367

Year, Make, Model Vehicle **INVOICE:**

2022 Chevrolet 2500 DBL CAB

VIN# 1GC5WNE73NF252725

State Warranty Offered:

State Delivery/Availability of Vehicles: Delivered days, after receipt of order.

State Pricing Per Vehicle:

Unit Costs:	\$	<u>4659.85</u>
Document Fee (if any):	\$	<u>85.00</u>
Taxes ( %):	\$	<u>3757.04</u>
Subtotal:	\$	<u>45,501.89</u>
Delivery Costs (if any):	\$	<u>0</u>
Filing Fee (if any):	\$	<u>31.00</u>
CA Tire Fee:	\$	<u>8.75</u>
<b>TOTAL:</b>	<b>\$</b>	<b><u>45,541.64</u></b>

Multiple Units: \$ 0

State any other costs, exceptions, delivery details, etc.:

Company Name: M.K. Smith Chevrolet

Signature: Gerard Batista

Print Name: GERARD BATISTA

Gerard Batista EQUIPMENT MAINTENANCE SUPERVISOR



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	APRIL 18, 2022	<b>FILE I.D.:</b>	SEW028
<b>SECTION:</b>	CONSENT - AGREEMENTS	<b>DEPT.:</b>	PUBLIC WORKS
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	R. HOERNING
<b>SUBJECT:</b>	CONSIDER AMENDING THE 2021-2022 SEWER PROGRAM TO ADD THE 2017 SEWER MASTER PLAN UPDATE, REVISION 1		

CONSIDER APPROVAL OF AGREEMENT NO. 22-27 WITH DAVID EVANS AND ASSOCIATES, INC. FOR THE PREPARATION OF THE 2017 SEWER MASTER PLAN UPDATE, REVISION 1 SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY

CONSIDER AUTHORIZING A \$25,000 APPROPRIATION FROM THE SEWER FUND FOR COSTS RELATED TO AGREEMENT NO. 22-27

CONSIDER AUTHORIZING THE CITY MANAGER TO AMEND THE SCOPE OF SERVICES AS NECESSARY FOR A CONTINGENCY AMOUNT NOT TO EXCEED \$2,420

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**REASON FOR CONSIDERATION:** Engineering services are required to update the 2017 hydraulic sewer model and report. Several developments in the North Montclair area were approved after completion of the 2017 Sewer Master Plan document. An update to the plan is required to ensure sewer pipeline upgrades and the existing mains are adequate to meet anticipated needs for the additional developments' sewer discharge. Agreements for professional services are subject to City Council approval. The City Council is requested to consider amending the 2021-2022 Sewer Program to add the 2017 Sewer Master Plan Update, Revision 1; approve an agreement with David Evens and Associates, Inc. for preparation of the revision; authorize an appropriation from the Sewer Fund to cover the contract; and authorize the City Manager to amend the scope of services as necessary.

A copy of proposed Agreement No. 22-27 with David Evans and Associates, Inc. is attached for the City Council's review and consideration.

**BACKGROUND:** On August 4, 2015, the City Council approved an agreement with Hall and Foreman to prepare a comprehensive Sewer Master Planning document in compliance with regulatory requirements and to assist staff in identifying sewer system improvement requirements. Hall and Foreman was later acquired by David Evans and Associates, Inc.

In June 2017, the Montclair Sewer Master Plan (2017 MSMP) was completed. Subsequently, the City adopted significant land use planning documents, such as the Montclair Place Specific Plan, which are expected to generate additional sewer discharge beyond the projections contemplated in the 2017 MSMP.

These additional sewer flows are significant and may result in adjustments to the City's Sewer Capital Improvement Program. It is important to confirm and/or adjust the recommended 2017 MSMP sewer pipeline improvements so the appropriate sewer mains are constructed to meet the new development requirements. The construction of the underground infrastructure is needed in advance of implementing planned street rehabilitation for North Montclair.



David Evans and Associates, Inc. was requested to provide a letter of proposal to review, evaluate, and model the additional sewer flows generated by the land use documents approved after completion of the original master plan. David Evans and Associates is familiar and possesses the original model and is able to perform these needed services in an efficient and cost-effective manner. Staff considers the fee proposal for this service to be reasonable.

**FISCAL IMPACT:** David Evans and Associates, Inc. has proposed a fee of \$22,580, and staff is requesting an additional \$2,420 as a contingency in the event there is additional work required beyond the proposed scope of services for a total appropriation of \$25,000. The 2017 MSMP Update, Revision 1 will be funded using Sewer Funds.

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

1. Amend the 2021-2022 Sewer Program to add the 2017 MSMP Update, Revision 1;
2. Approve Agreement No. 22-27 with David Evans and Associates, Inc. for the preparation of the 2017 Sewer Master Plan Update, revision 1 subject to any revisions deemed necessary by the City Attorney; and
3. Authorize a \$25,000 appropriation from the Sewer Fund for costs related to Agreement No. 22-27;
4. Authorize the City Manager to amend the Scope of Services as necessary for a contingency amount not to exceed \$2,420.



## Infrastructure Fund Capital Project Funding Information

Project Name: 2017 Montclair Sewer Master Plan Update, Revision 1  
 Project Details: Additional Significant Land Use Changes in North Montclair were approved after the Master Plan was completed (Montclair Place SP, etc.)  
This revision will evaluate and confirm/adjust the recommended Sewer CIP to meet the additional flow requirements

Preparation Date: April 4, 2022 Department: Public Works  
 Project No. (Assigned by Finance): \_\_\_\_\_ Contact/Ext.: Rosemary Hoerning, X-446

Phase	Fiscal Years					Total	Fund/Program
	Prior Years	2019/2020	2020/2021	2021/2022	2022/2023		
Environmental							
Design	134,992.00			25,030.00		160,022.00	Sewer Fund
R/W Acquisition							
Construction							
<b>Total</b>	<b>134,992.00</b>	<b>0.00</b>	<b>0.00</b>	<b>25,030.00</b>	<b>0.00</b>	<b>160,022.00</b>	

**Approvals:** \_\_\_\_\_

Department: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_

Finance By: \_\_\_\_\_ Date: \_\_\_\_\_

City Council Date: \_\_\_\_\_ **Total Project Cost:** 160,022.00

Revision Number: \_\_\_\_\_

CITY OF MONTCLAIR

AGREEMENT FOR CONSULTANT SERVICES

2017 SEWER MASTER PLAN UPDATE, REVISION 1

THIS AGREEMENT is made and effective as of **April 18, 2022**, between the City of Montclair, a municipal corporation ("City") and **David Evans and Associates, Inc.** a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **April 19, 2022**, and shall remain and continue in effect for a period of 8 months until tasks described herein are completed, but in no event later than **December 30, 2022** unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

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

4. CITY MANAGEMENT

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

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **twenty two thousand five hundred dollars and zero cents (\$22,580)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall total compensation exceed Ten Thousand Dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. Said invoices shall detail all costs, rates and hours for individual tasks. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

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

**6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

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

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

**7. DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the

Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and to the extent the default is without fault or negligence of the Consultant, it shall not be considered a default.

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

## 8. OWNERSHIP OF DOCUMENTS

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

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

## 9. INDEMNIFICATION

(a) Indemnity and Hold Harmless for professional liability. To the fullest extent permitted by California law, Consultant shall indemnify, and hold harmless the City, its present and former officers, directors, employees, agents, staff, volunteers, mayor, council, boards, committees, and representatives, as broadly interpreted (collectively, the "Indemnified Parties"), of and from claims, suits, demands, obligations, losses, damages, sums, or any other matters threatened or presently asserted, including but not limited to

all reasonable legal fees, reasonable costs of defense and litigation expenses (including legal fees, expert fees and any other costs or fees, including those of adverse parties imposed on or sought against the Indemnified Parties), arising out of any liability or claim of loss or liability for personal injury, bodily injury to persons, breach, failure to perform, damage to or loss of property, or any other loss, damage, injury or other claim of any kind or nature arising out of the work to be performed by Consultant herein, to the extent caused by the negligent acts or omissions, or intentional misconduct of Consultant, including its subcontractors, subconsultants, employees, and other persons or entities performing work for Consultant for which Consultant is legally liable.

The above obligation expressly excludes the obligation to defend prior to the resolution of the Claim but does not preclude such reasonable attorney fees and costs as damages owed under this indemnification obligation.

(b) Contractual Indemnity for other than professional liability. To the fullest extent permitted under California law, Consultant shall contractually indemnify, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, amounts for good faith settlement, or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees and costs), to the extent arising out of the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to Consultant's officers, agents, representative, employees, independent contractors, subcontractors, subconsultants, or affiliated or related entities and/or its or their employees, agents and representatives, caused by the negligent acts or omissions, or intentional misconduct of Consultant, including its subcontractors, subconsultants, employees, agents and other persons or entities performing work for Consultant. Indemnification shall include any claim that Consultant, or Consultant's employees or agents, are or may be considered and treated as employees of the City or are entitled to any employee benefits from City including but not limited to those available under Public Employees Retirement Law.

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

(d) City Lost or Damaged Property – Theft. Consultant further agrees to pay or cause to be paid to the Indemnified Parties’ benefit, any and all damages, fines, penalties, and loss or theft of property of the City arising out of or related in any way to the negligent acts or omissions or intentional misconduct of Consultant or of Consultant’s officers, agents, representatives, employees, independent contractors, subcontractors or affiliated or related entities and/or its or their employees, agents and representatives, whether such actions, omissions to act, negligence or intentional conduct is or was authorized by this Agreement or not. City assumes no responsibility whatsoever for any property placed on the premises of City. Consultant further agrees to waive all rights of subrogation against the Indemnified Parties.

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

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

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

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

## 10. INSURANCE

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

(a) Types of Required Coverages

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

- (1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 aggregate total bodily injury, personal injury, and property damage.
- (2) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits of \$2,000,000 for bodily injury and property damage, each accident. If Contractor owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (3) Workers’ Compensation: Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.
- (4) Professional Liability: Professional Liability insurance with limit of not less than \$2,000,000 per claim/aggregate. Covered professional services shall specifically include negligent acts, error or omissions in the work to be performed under the Agreement and delete any exclusion that may potentially affect the work to be performed.

(b) Endorsements

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

(1) Commercial General Liability

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

Additional Insured Endorsements shall not:

1. Be limited to “Ongoing Operations”

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

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

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

(2) Auto Liability

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor.

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

(3) Workers' Compensation

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

(c) Notice of Cancellation

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

(d) Waiver of Subrogation

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

(e) Evidence of Insurance

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the



right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Such policies may be redacted at the Consultant or Consultant's insurers' discretion to protect confidential or proprietary elements of the policies.

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

(f) Deductible or Self-Insured Retention

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

(g) Contractual Liability/Insurance Obligations

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

(h) Failure to Maintain Coverage

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

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

(i) Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A-:VII and authorized to do business in the State of California,

or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

(j) Claims Made Policies

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

(k) Insurance for Subcontractors

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

11. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control and shall not be construed to be employees of City for any purpose, including eligibility under Public Employees Retirement Law. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Consultant shall be solely responsible and hold the City harmless for all matters relating to the payment of Consultant's employees, including compliance with Social Security withholdings and all other regulations governing such matters.

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

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and

comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

**13. UNDUE INFLUENCE**

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

**14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

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

**15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

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

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

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

16. NOTICES

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

To City:

City Engineer  
City of Montclair  
5111 Benito Street  
Montclair, CA 91763

To Consultant:

Safa Kamangar  
Sr. Associate  
17782 E. 17<sup>th</sup> Street  
Tustin, CA 92780

17. ASSIGNMENT AND SUBCONTRACTING

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

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. CONTENTS OF REQUEST FOR PROPOSALS

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

22. CONFIDENTIALITY

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

23. DISCRIMINATION

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

24. EFFECT OF PARTIAL INVALIDITY

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

25. CLAIMS AGAINST CITY

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

26. AUTHORITY TO EXECUTE THIS AGREEMENT

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

27. NO THIRD PARTY BENEFICIARIES

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

28. COST OF LITIGATION

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

29. AUTHORITY TO EXECUTE THIS AGREEMENT

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

30. COUNTERPARTS

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

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

**CITY OF MONTCLAIR**

**CONSULTANT**

By: \_\_\_\_\_  
Javier John Dutrey, Mayor

By: \_\_\_\_\_  
Name: Safa Kamangar  
Title: Senior Associate

Attest:

By: \_\_\_\_\_  
Andrea M. Myrick, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Diane E. Robbins, City Attorney



DAVID EVANS  
AND ASSOCIATES INC.

Ms. Rosemary Hoerning, PE, PLS, MPA  
City Engineering Consultant  
City of Montclair  
(909) 625-94465

March 28, 2022

**Subject: CITY OF MONTCLAIR SEWER MASTER PLAN UPDATE PROPOSAL**

Dear Ms. Hoerning,

David Evans and Associates (DEA) is pleased to submit this letter of proposal to provide hydraulic modeling and master planning services to amend the City of Montclair's (City's) 2017 Sewer Master Plan, prepared by DEA. Amending the existing Sewer Master Plan is required due to changes in the planned development within the City. These changes include new development(s) that were not previously planned/known and changes in the number and classification of previously planned units within some of the planned developments. The scope of work and proposed budget are described in the following pages.

We look forward to working with the City of Montclair to assist with the successful completion of this project, and we appreciate your consideration of this proposal. Should you have any questions or would like to discuss our proposal in further detail, please do not hesitate to contact me at [safa.kamangar@deainc.com](mailto:safa.kamangar@deainc.com) or at (949) 637-3999.

Sincerely,  
**David Evans and Associates, Inc.**

A handwritten signature in blue ink, appearing to read 'Safa Kamangar', is written over a light blue horizontal line.

Safa Kamangar, PE, PMP, CCM, QSD/P, ENV SP  
Senior Associate | Senior Project Manager  
California Water/Wastewater Group Leader



## Project Understanding

The City of Montclair (City) provides wastewater collection service to a population of approximately 37,000 residents. The City's latest Sanitary Sewer Master Plan (SSMP) was developed in 2017, by David Evans and Associates (DEA). The City has requested the DEA to amend the 2017 SSMP by updating the hydraulic model and updating the previous Capital Improvement Program (CIP), due to changes in the planned and completed developments within the City since the 2017 SSMP was adopted. Tasks to perform the requested services include:

### Task 1: Review Existing Information and Calculating Sewer Generation Loadings

This task includes reviewing information and documents needed to amend the SSMP, provided by the City. Information for review includes the 2017 SSMP and the changes in developments, as provided by the City. It is assumed that the City will provide the necessary information (development information such as location, units, size, acreage, zoning, etc.) to determine the sewer generation loadings. The development updates include the following:

- Changes to the North Montclair Downtown Specific Plan (NMDSP)
- Montclair Place Specific Plan
- Development on South-East Corner of Moreno and Central.

Based on the development changes, the sewer loadings will be calculated to include average flow, per the SSMP guidelines.

### Task 2: Hydraulic Sewer System Analysis

DEA will utilize the existing Sewer System Hydraulic Model, will update the sewer generation loadings, and will review the results based on updated developments and new sewer generation flows. Innozyze's Infosewer software will be used to run the hydraulic model. Extended period simulations (EPS) in the "proposed" and "ultimate condition" will be analyzed, and the results will be reviewed to determine any required system improvements or to confirm adequacy of the ultimate system. This equates to two (2) simulation runs. The d/D and velocity criteria described in the 2017 SSMP will be used to determine the sewer system's adequacy.

### Task 3: SSMP Amendment Draft and Final Report

The findings of the two simulations will be summarized in an amendment for the City's review and acceptance. The report will include an executive summary, updated developments summary, hydraulic run results, updated Figure 5-3 (Monte Vista Ave Hydraulic Profile under Buildout Flow Conditions), updated Figure 8-1 (Recommended Pipeline Project Locations), updates to the CIP along with the updated estimate cost of the newly discovered CIP as part of this Amendment. One virtual meeting is included in this scope to discuss the draft report. Comments from the Draft report will be addressed, and final report will be submitted.

**Proposed Fee:**

We propose to provide the requested services for a total not to exceed amount of \$22,580.00, as shown in the breakdown below. Provided services will be invoiced as time and materials on a monthly basis.

City of Montclair								
Sewer Master Plan Update		3/25/2022						
Task	Description	DEA Fee/Hour Breakdown					Total Fee	
		Principal/Sr. Project Manager	QA/QC Manager	Project Engineer	Administrative Assistant	Hours		Fee (\$)
#	<i>Hourly Rates:</i>	\$310	\$235	\$170	\$115			
I	<b>Preliminary Design Stage</b>							
	Review Existing Information and Calculating Sewer Generation Loadings	4		24		28	\$5,320	\$5,320
	Hydraulic Sewer System Analysis	4	2	36		42	\$7,830	\$7,830
	SSMP Amendment Draft and Final Report	4	2	40	8	54	\$9,430	\$9,430
						0	\$0	\$0
						0	\$0	\$0
						0	\$0	\$0
						0	\$0	\$0
						0	\$0	\$0
						0	\$0	\$0
	<b>SUBTOTAL Task I</b>	<b>12</b>	<b>4</b>	<b>100</b>	<b>8</b>	<b>124</b>	<b>\$22,580</b>	<b>\$22,580</b>
	<b>GRAND TOTAL</b>	<b>12</b>	<b>4</b>	<b>100</b>	<b>8</b>	<b>124</b>	<b>\$22,580</b>	<b>\$22,580</b>

**ATTACHMENT A**  
**CITY OF MONTCLAIR DISCLOSURE STATEMENT**

The following information must be disclosed:

1. List the names of all persons having a financial interest in the Request for Proposal.

None

2. If any person identified pursuant to No. 1 above is a corporation or partnership, list the names of all individuals owning more than ten percent of the shares in the corporation or owning any partnership interest in the partnership.

N/A

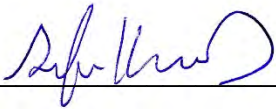
3. If any person identified pursuant to No. 1 above is a non-profit organization or a trust, list the names of any persons serving as a director of the non-profit organization or as a trustee or beneficiary or trustor of the trust.

N/A

4. Has the offeror had more than \$250.00 worth of business transacted with any member of the City of Montclair staff, boards, commissions, committees, and Council within the past twelve months? If yes, please indicate the person(s) with whom you have conducted business.

No

NOTE: Attach additional pages as necessary.



\_\_\_\_\_  
Signature of Offeror

Safa Kamangar

\_\_\_\_\_  
Print or Type Name of Offeror

4/11/22

\_\_\_\_\_  
Date



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	APRIL 18, 2022	<b>FILE I.D.:</b>	HSV049
<b>SECTION:</b>	CONSENT - AGREEMENTS	<b>DEPT.:</b>	HUMAN SVCS.
<b>ITEM NO.:</b>	2	<b>PREPARER:</b>	A.COLUNGA
<b>SUBJECT:</b>	CONSIDER APPROVAL OF AGREEMENT NO 22-31 WITH JAMES EVENT PRODUCTIONS, INC. TO PROVIDE RIDES AND ATTRACTIONS AT THE 2022 COUNTRY FAIR JAMBOREE SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY		

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 22-31 with James Event Productions, Inc. to provide rides and attractions at the 2022 Country Fair Jamboree event subject to any revisions deemed necessary by the City Attorney.

A copy of proposed Agreement No. 22-31 with James Event Productions, Inc. is attached for City Council review and consideration.

**BACKGROUND:** The City's 8th annual Country Fair Jamboree will take place on June 4, 2022. Guests at the Country Fair Jamboree will enjoy food, games, attractions, craft vendors, contests, and music from a DJ and a live band.

The carnival rides and attractions are a large part of the Country Fair Jamboree event. Staff recommends utilizing James Event Productions, Inc., as they are the only local carnival ride company that will rent large carnival rides for children and adults for one-day events.

Attractions provided by James Event Productions, Inc. will include rides and attractions including a zip line, a giant slide, and a swing chair ride; the "Go Gator," "Scrambler," and "Wizzer" rides; and inflatable obstacle courses. Games will include "Tip the Cat," basketball, a putting course, and bowling. James Event Productions would also provide event organization and management services.

**FISCAL IMPACT:** Funds for the Country Fair Jamboree were budgeted and approved for fiscal year 2021-2022. The City's Purchasing Manual requires City Council approval for agreements over \$15,000. The total cost of the rides and attractions is \$21,820; however, the City received a credit of \$5,000 for the deposit paid for the 2020 Country Fair Jamboree, which was cancelled due to COVID-19. Should the City Council approve Agreement No. 22-31, the City will pay James Event Productions, Inc. a total of \$16,820.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 22-31 with James Event Productions, Inc. to provide rides and attractions at the 2022 Country Fair Jamboree event subject to any revisions deemed necessary by the City Attorney.



*a full service event production company*

March 15, 2022

Emily Gomez - Medina  
CITY OF MONTCLAIR  
5111 Benito St,  
Montclair, CA, 91763  
[egmedina@cityofmontclair.org](mailto:egmedina@cityofmontclair.org)

DATE: Saturday, June 4, 2022

TIME: 12:00pm-6:00pm (6 hours)

SET-UP TIME: As early as Day Before and 7am on day of  
(Exact time to be determined week of your event. Be assured that all equipment will be delivered and in place within a reasonable amount of time prior to your event.)

LOCATION: Alma Hofman Park  
5201 Benito St, Montclair, CA 91763

CONTACT: Emily Gomez-Medina 323-532-4936  
Fernando Saltos 626-824-1077

JOB#: 8050/DS

**\*CONTRACT MUST BE FINALIZED AND A SIGNED COPY RECEIVED IN OUR OFFICE NO LATER THAN 10 BUSINESS DAYS FROM CONTRACT DATE TO ENSURE ALL ITEMS ARE AVAILABLE.**

office 714.563.9778  
fax 714.563.9164

1116 North Olive Street  
Anaheim, CA 92801

[jamesevents.com](http://jamesevents.com)

**EQUIPMENT AND ATTRACTION RENTAL CONTRACT**

JAMES EVENT PRODUCTIONS, INC. 1116 N. Olive St., Anaheim, CA 92801 (hereinafter referred to as "Producer") and CITY OF MONTCLAIR (hereinafter referred to as "Client") hereby enter into this contract for Producer to rent equipment and/or amusement attractions as described below to Client.

DATE: Saturday, June 4, 2022  
 TIME: 12:00pm-6:00pm (6 hours)  
 SET-UP TIME: As early as Day Before and 7am on day of  
 (Exact time to be determined week of your event. Be assured that all equipment will be delivered and in place within a reasonable amount of time prior to your event.)  
 LOCATION: Alma Hofman Park  
 5201 Benito St, Montclair, CA 91763  
 CONTACT: Emily Gomez-Medina 323-532-4936  
 Fernando Saltos 626-824-1077  
 JOB#: 8050/DS

***James Event Productions to provide:***

**ATTRACTIONS**

*Includes professionally trained staff, power and delivery.*

- Zip Line \$3,500
- Giant Slide \$2,950
- Go Gator \$3,200
- Scrambler \$5,400
- Wizzer \$1,100
- Large Pirate \$1,475
- Small Swing Chair \$1,100
- Inflatable Obstacle Course \$950
- 3 In 1 Inflatable \$570

**6 CARNIVAL BOOTH GAMES \$1,050**

*Includes canopy, booth sides, game and all supplies needed. Client will supply staff and prizes.*

- Tip the Cat
- Basketball
- Golf Putting
- Crazy Balls
- Crazy Driver
- Bowling

**ORGNAIZATION \$1,475**

- Event Manager
- Power for above rides
- Set up/delivery

1. Client will pay **\$21,820.00** to Producer for the above-described equipment or attraction rental.

2. Terms of Payment. A deposit in the amount of **\$10,625.00** is now due to hold your date and equipment. **This deposit is non-refundable within 30 days of the event.** The balance of the contract amount is due and payable on the day of the event, prior to the commencement of the event. If payment is not made at that time, Producer reserves the right to remove the attraction or rental equipment at Producer's discretion.

3. Insurance. Producer will provide comprehensive general liability insurance and property damage in the total amount of Three Million Dollars (\$3,000,000.00). **Producer agrees to provide liability and property damage insurance in the amount of \$3,000,000.00 naming your organization as additionally insured, a certificate for which to be issued by Producer's insurance company, if requested by Client, prior to the date of equipment or attraction rental.** Client will provide Producer with a copy of comprehensive general liability insurance and property damage naming James Productions, Inc as additionally insured. Certificate to be provided prior to the event.

4. Dual Indemnity.

“With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of the Client, its elected officials, officers, agents, employees, and volunteers, to the maximum extent permitted by law, Producer shall defend, indemnify, and hold harmless Client, its elected officials, officers, agents, employees, and volunteers, with respect to any and all losses, liabilities, damages, including property damages and damages for bodily injury or death, costs and expenses, and payment of reasonable attorneys’ fees and experts’ fees and costs, actually or allegedly arising out of the acts or omissions of the Producer or those of any of its officers, agents, employees, volunteers, in the performance of this Agreement. In the event the Producer is required by this section to provide a defense, it is agreed that the Client shall be represented by legal counsel of its choice. Each party, the Producer and Client, shall promptly notify the other of any and all claims or actions for which it seeks indemnification, defense and/or liability insurance coverage pursuant to this Agreement. Client agrees that any injuries, damages or losses reported to Client should be reported in writing, and if practical, to the Producer on the day of the Event, if known, and the failure to report such injury, damage or loss within 24 hours of the Client being informed of such injury, damage or loss may result in additional evidence becoming necessary to prove that such injury, damages or loss occurred at the event.”

5. Condition of Rental Equipment. Producer agrees to deliver equipment for rental in a safe and fully operable condition. Client agrees that all of Producer's safety instructions will be followed and assumes full liability for any damage to equipment as a result of Client's or any of Client's guests or Client's employees', executives' or agents' failure to follow Producer's instructions concerning said equipment.

6. Cancellation. An event may be canceled or postponed by Client by notifying Producer in writing, provided that in the event of such cancellation or postponement, the following amounts shall be due from Client to Producer and shall be deducted from the deposit on hand or if insufficient, additional funds shall be paid by Client to Producer:

- A. If a written cancellation is received more than 30 days prior to the date of the Rental, Producer shall return Client's deposit.
- B. If the written cancellation is received within 30 days of the date of the rental, then producer shall retain the deposit as full compensation.
- C. If the event is postponed more than 30 days, the deposit shall apply to the event at its new date and the balance due paid on that date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement which is effective on the date and year when executed by Producer.

JAMES EVENT PRODUCTIONS, INC.

CITY OF MONTCLAIR

\_\_\_\_\_  
Donna Steele

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



**MONTCLAIR CITY COUNCIL  
COMMITTEE/LIAISON ASSIGNMENTS  
CURRENT ASSIGNMENTS**

<i>City Council Committees*</i>	<i>Member</i>	<i>Member</i>
Code Enforcement/Public Safety		Johnson
Community Activities Commission Interview Panel	Ruh	Martinez
Human Services	Ruh	Martinez
Legislative/Intergovernmental	Ruh	Dutrey
Personnel	Ruh	Johnson
Planning Commission Interview Panel	Johnson	
Public Works	Johnson	
Real Estate	Martinez	Dutrey
Tri-City Gold Line	Ruh	Dutrey

<i>City Council Liaisons</i>	<i>Member</i>	<i>Member</i>
Chamber of Commerce	Johnson	Martinez
Community Activities Commission	Ruh	Martinez
Planning Commission	Johnson	

<i>Interagency Committees</i>	<i>Member</i>	<i>Alternate</i>
Gold Line Phase II Joint Powers Authority Board	Ruh	Johnson
Omnitrans	Dutrey	Johnson
San Bernardino County Transportation Authority (SBCTA)	Dutrey	Johnson
IEUA Regional Sewerage Program Policy Committee	Dutrey	

<i>External Organizations</i>	<i>Member</i>	<i>Alternate</i>
City Selection Committee (San Bernardino County)	Mayor	Appointee
League of California Cities - Inland Empire Division	Johnson	Ruh
League of California Cities - State	Ruh	Martinez
National League of Cities	Ruh	Johnson
So. Cal. Assoc. of Governments - General Assembly	Dutrey	Ruh
West Valley Mosquito and Vector Control District (Montclair Resident Appointee)	Carolyn Raft (Exp. Jan 2024)	None

<i>External Committees</i>	<i>Member</i>	<i>Alternate</i>
Chamber of Commerce Legislative Committee	Ruh	Johnson
SBCTA Metro Valley Study Session	Dutrey	Johnson
SBC Mayors and City Managers Task Force	Dutrey	Starr (staff)
SBC Solid Waste Advisory Task Force (SWAT)	Johnson	Kulbeck (staff)

*\*The Mayor or another Council Member designated by the Mayor may attend Committee meetings in the absence of an assigned committee member.*



**MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON MONDAY,  
APRIL 4, 2022, AT 6:35 P.M. IN THE CITY  
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA**

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**I. CALL TO ORDER**

Mayor Pro Tem Ruh called the meeting to order at 6:35 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 March 21, 2022.**

Moved by Council Member Johnson, seconded by Mayor Pro Tem Ruh, and carried unanimously to approve the minutes of the Personnel Committee meeting of March 21, 2022.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**

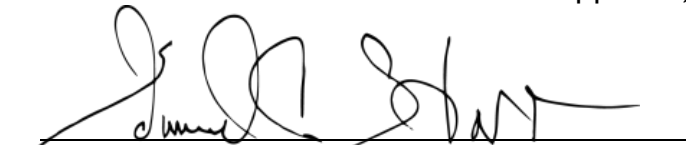
At 6:36 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 6:49 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 6:49 p.m., Mayor Pro Tem Ruh adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr  
City Manager

MINUTES OF THE SPECIAL MEETING OF THE MONTCLAIR CITY COUNCIL HELD ON MONDAY, APRIL 4, 2022, AT 6:01 P.M. IN THE CITY COUNCIL CHAMBERS, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

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**I. CALL TO ORDER**

Mayor Dutrey called the meeting to order at 6:01 p.m.

**II. ROLL CALL**

Present: Mayor Dutrey; Mayor Pro Tem Ruh; Council Members Johnson, Martinez, and Lopez (left at 6:02 p.m.); City Manager Starr; City Attorney Robbins; City Clerk Myrick

**III. PUBLIC COMMENT — None**

**IV. CLOSED SESSION PURSUANT TO GOVERNMENT CODE §54956.9(d)(1) REGARDING PENDING LITIGATION**

City Attorney Robbins requested the City Council meet in closed session to discuss the below referenced cases.

A. *Garcia v. Lopez, City of Montclair, et al.*

B. *Fuentes v. Lopez, City of Montclair, et al.*

**V. CLOSED SESSION**

At 6:02 p.m., Council Member Lopez left the meeting.

At 6:02 p.m., the City Council went into closed session to discuss pending litigation.

**VI. CLOSED SESSION ANNOUNCEMENTS**

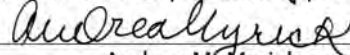
At 6:39 p.m., the City Council returned from closed session.

Mayor Dutrey advised the City Council met in closed session regarding the above two matters of pending litigation; information was received and direction was given to staff; and no further announcements would be made at this time.

**VII. ADJOURNMENT**

At 6:40 p.m., Mayor Dutrey adjourned the City Council.

Submitted for City Council approval,



Andrea M. Myrick  
City Clerk

MINUTES OF THE REGULAR JOINT MEETING OF THE MONTCLAIR CITY COUNCIL, SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS, MONTCLAIR HOUSING AUTHORITY COMMISSION, AND MONTCLAIR COMMUNITY FOUNDATION BOARD HELD ON MONDAY, APRIL 4, 2022 AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

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I. CALL TO ORDER

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

II. INVOCATION

Father Clarence Saldua, Our Lady of Lourdes Catholic Church gave the invocation.

III. PLEDGE OF ALLEGIANCE

Council Member/Director Lopez 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 Community Development Diaz; Director of Human Services Richter; Finance Manager Kulbeck; Executive Director of Public Safety/Police Chief Avels; City Attorney Robbins; City Clerk Myrick

V. PRESENTATIONS — None

VI. PUBLIC COMMENT

- A. **Mr. Rob Pipersky**, resident, voiced his disapproval of the City being forced to use new funds from Measure L, which were intended for new equipment, salaries, parks, and streets, on potentially astronomical legal costs related to two lawsuits brought against the City for Council Member Lopez's behavior. He disagreed with those who spoke in support of "Coach Ben" and who refused to believe he could have committed such acts based on their own personal interactions with him, warning trusted community members commit heinous acts all the time.

VII. PUBLIC HEARINGS

- A. **Adoption of Resolution No. 22-3341 Approving the Issuance by the Independent Cities Finance Authority of Taxable Mobile Home Park Revenue Refunding Bonds and Tax-Exempt Mobile Home Park Revenue Refunding Bonds in an Aggregate Principal Amount Not to Exceed \$30,000,000 for Hacienda Mobile Home Park, Monterey Manor Mobile Home Estates, and Villa Montclair Mobile Home Park, Each Located in the City of Montclair**

Mayor Dutrey declared it the time and place set for public hearing to consider Resolution No. 22-3341 and invited comments from the public.

**Mr. Lee McDougal**, Board Member, **Augusta Communities**, shared the history of the nonprofit organization in Montclair. He stated over two decades ago, while he was City Manager in Montclair, mobile the home residents were very unhappy with their mobile home park management companies and rent increases, constantly attending council meetings to voice their dissatisfaction. He said the nonprofit **Augusta Communities (Augusta)**, with loan assistance from the Montclair Redevelopment Agency, purchased all three Montclair mobile home parks with affordability covenants and worked with the City to enact a mobile home park rent control ordinance. **Augusta** also ensured the properties were well-maintained and managed, and the City has never had complaints from those residents since.

**Mr. McDougal** added that, as City Manager of Montclair, he required to be given a seat on the nonprofit's board to ensure the interests of the City's residents were represented. He stated he is still on the board today because he believes in **Augusta's** mission and saw how much it improved the lives of the Montclair's mobile home residents. He discussed the current capital improvement needs at Montclair's mobile home parks, including the installation of fire hydrants and amenity repairs and renovations. He expressed disappointment that the City was approached by **Augusta** in the fall of 2021 with the proposal when interest rates were at a historic low; however, with the recent interest rate hikes, the board may need to reevaluate the feasibility of moving forward with the refinancing.

**Ms. Suzanne Taylor**, Executive Director, **Augusta Communities**, reported that the organization has invested \$6.5 million in additional improvements to the Montclair mobile home parks since the original improvements were made after acquiring them. She stated **Augusta** had planned to repay the loan in full to the Montclair Housing Authority, which formerly would have been made to the Redevelopment Agency until its dissolution. However, the original amount estimated to be generated from the bonds was \$7.5 million had they been generated between September and December, and the estimate is now between \$3 and 3.5 million with the change in interest rates during the first quarter of 2022. She emphasized that the \$30 million stated in the City Council's resolution is nowhere near what they could hope to get, but is a maximum legal threshold. She noted with the projected reduction in revenues, the MHA could be paid back for the loan but capital projects such as the fire hydrants and street improvements would need to come out of cash flow revenues rather than being funded by bonds.

There being no one else in the audience wishing to speak, Mayor Dutrey closed the public hearing and returned the matter to the City Council for its consideration.

Council Member Johnson asked what would happen if they wait and interest rates don't go down.

**Ms. Taylor** emphasized the City Council's holding of this Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) hearing, the board has up to 12 months to approve the issuance of bonds. She added **Augusta** is committed to at least trying to pay the City's Housing Authority back for the loans issued by the Redevelopment Agency. She explained the City Council's approval of this resolution will allow **Augusta's** board to make the choice of whether to move forward or not.

Council Member Johnson thanked **Ms. Taylor** and complimented her on the well-maintained parks, noting the residents seemed very happy when she visited.

Council Member Lopez asked if there is an itemized list of capital projects to complete using bond funds.

**Ms. Taylor** advised a list is developed with capital improvement needs projected over a 40-year period, which combines the input of a professional firm, residents, and the board. She added there is a concern about keeping the mobile homes affordable, noting the rent control only applies to the rental of plots, but the price of mobile homes has skyrocketed like all real estate and they cannot control those values.

Mayor Pro Tem Ruh stated the residents appear to appreciate all the amenities provided including a "little library." He stated bonds are very complex and asked if **Augusta** discussed their request with City staff.

**Ms. Taylor** indicated the City generally communicated with **Augusta** through bond counsel.

Mayor Pro Tem Ruh recommended **Augusta** seek grants and other funding opportunities that are available for projects that the bond funds will not cover. He stated since the mobile home parks provide affordable housing, there are likely several they could qualify for. He offered to research and provide that information to **Ms. Taylor**. He added these homes count toward the City's Regional Housing Needs Analysis requirements for low-income housing and emphasized there are 441 mobile home spaces in these parks containing an estimated population of 1,490 residents with a median income of \$38,595. He stated the low rent for each space is very helpful for low-income families.

Mayor Dutrey pointed out that if the bonds generate only \$3.5 million, Augusta will only realize \$400,000 for projects after paying the City's loan of \$3.1 million.

Council Member Lopez asked if **Augusta** is comfortable with this item, considering they have not held discussion with staff.

**Ms. Taylor** indicated they are generally comfortable with it.

Moved by Mayor Pro Tem Ruh, seconded by Council Member Johnson, and carried unanimously 5-0, the City Council adopted Resolution No. 22-3341 approving the issuance by the Independent Cities Finance Authority of Taxable Mobile Home Park Revenue Refunding Bonds and Tax-Exempt Mobile Home Park Revenue Refunding Bonds in an aggregate principal amount not to exceed \$30,000,000 for Hacienda Mobile Home Park, Monterey Manor Mobile Home Estates, and Villa Montclair Mobile Home Park, each located in the City of Montclair.

#### **VIII. CONSENT CALENDAR**

Item C-1 was removed from the Consent Calendar for separate vote.

Council Member Martinez stated she would like to comment on Item B-2.

Council Member Lopez requested discussion on Items B-4 and C-4.

Mayor Dutrey entertained discussion on Items B-2, B-4, and C-4 prior to the vote on the Consent Calendar, and pulled Item C-1 for separate discussion and vote.

Moved by Mayor Pro Tem/Vice Chair Ruh, seconded by Council Member/Director Johnson, and carried unanimously 5-0, the City Council pulled Item C-1 and approved the remainder of the Consent Calendar, with discussion held on Items B-2, B-4, and C-4:

##### **A. Approval of Minutes**

###### **1. Special Meeting — March 21, 2022**

The City Council approved the minutes of the March 21, 2022 special meeting.

###### **2. Regular Joint Meeting — March 21, 2022**

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 March 21, 2022 regular joint meeting.

##### **B. Administrative Reports**

###### **1. Approval of City Warrant Register and Payroll Documentation**

The City Council approved the City Warrant Register dated April 4, 2022, totaling \$1,148,842.63; and the Payroll Documentation dated March 13, 2022, amounting to \$671,955.22 gross, with \$466,820.22 net being the total cash disbursement.

###### **2. Approval of the Sunset Park Beautification Project Associated with the Grant Award from the Clean California Local Grant Program**

**Authorizing the Filing of a California Environmental Quality Act Notice of Exemption for the Sunset Park Beautification Project**

Council Member Martinez commended the City's efforts to obtain Clean California Local Grant program funding from Caltrans for this project.

The City Council took the following actions related to the Sunset Park Beautification Project:

- (a) Approved the Project associated with the grant award from the Clean California Local Grant Program.
- (b) Authorized the filing of a California Environmental Quality Act Notice of Exemption for the Project.

**3. Receiving and Filing Annual Independent Audit Reports for the City of Montclair and the Successor Agency to the Montclair Redevelopment Agency and the Annual Measure I Compliance Audit**

The City Council and Successor Agency Board of Directors received and filed annual independent audit reports for the City of Montclair and the Successor Agency to the Montclair Redevelopment Agency and the annual Measure I Compliance Audit.

**4. Approval of the Purchase of Items for the 2022 Montclair to College Graduation Ceremony**

Director Lopez asked what items are specifically being purchased for this event.

Human Services Director Richter stated costs covered would include dinner for the 62 program graduates and their guests at **The Canyon**, as well as ceremony production costs.

The Montclair Community Foundation Board of Directors approved the purchase of items for the 2022 Montclair to College Graduation ceremony.

**C. Agreements**

**2. Approval of Agreement No. 22-23 with City of Hope to Accept Funding for Community Health Programs Through the Healthy Montclair Initiative**

The Montclair Community Foundation Board of Directors approved *Agreement No. 22-23* with City of Hope to accept funding for community health programs through the Healthy Montclair Initiative.

**3. Amending the 2019-2024 Capital Improvement Program to Include the Public Works/Community Development Counter and Safety Glass Construction Project**

**Award of Contract to Rasmussen Brothers Construction, Inc. in the Amount of \$51,845 for Construction of the Public Works/ Community Development Counter and Safety Glass Construction Project**

**Approval of Agreement No. 22-24 with Rasmussen Brothers Construction, Inc. for Construction of the Public Works/Community Development Counter and Safety Glass Construction Project**

**Authorizing a \$57,000 Appropriation from 2021 Lease Revenue Bond Proceeds for Construction of the Public Works/Community Development Counter and Safety Glass Construction Project**

**Authorizing a \$5,155 Construction Contingency for the Public Works/Community Development Counter and Safety Glass Construction Project**

The City Council took the following actions in relation to the Public Works/Community Development Counter and Safety Glass Construction Project:

- (a) Amended the 2019-2024 Capital Improvement Program to include the Project.
- (b) Awarded a contract to Rasmussen Brothers Construction, Inc. in the amount of \$51,845 for construction of the Project.
- (c) Approved *Agreement No. 22-24* with Rasmussen Brothers Construction, Inc. for construction of the Project.
- (d) Authorized a \$57,000 appropriation from 2021 Lease Revenue Bond proceeds for construction of the Project.
- (e) Authorized a \$5,155 construction contingency for the Project.

**4. Approval of *Agreement No. 22-25* with Inland Signs Inc. for Construction of the City Hall Monument Sign Replacement Project**

**Authorizing a \$60,000 Appropriation from 2021 Lease Revenue Bond Proceeds and \$35,000 from the Facility Maintenance Fund for Construction of the City Hall Monument Sign Replacement Project**

**Authorizing a \$5,000 Construction Contingency for the City Hall Monument Sign Replacement Project**

Council Member Lopez asked if this sign is the new design instead of the billboard marquee sign that was originally planned.

City Manager Starr stated that is correct, noting it would also allow the City to keep and perhaps renovate the original Civic Center monument sign.

The City Council took the following actions:

- (a) Approved *Agreement No. 22-25* with Inland Signs Inc. for construction of the City Hall Monument Sign Replacement Project.
- (b) Authorized a \$60,000 appropriation from 2021 Lease Revenue Bond proceeds and \$35,000 from the Facility Maintenance Fund for construction of the City Hall Monument Sign Replacement Project.
- (c) Authorized a \$5,000 construction contingency for the City Hall Monument Sign Replacement Project.

**5. Approval of *Agreement No. 22-28* with the San Joaquin County Office of Education's Center for Educational Development and Research (SJCOE/CEDR) to Advertise Job Postings on EDJOIN.org for the Montclair After-School Program**

**Authorizing the Director of Human Services to Sign *Agreement No. 22-28* with SJCOE/CEDR**

The City Council took the following actions:

- (a) Approved *Agreement No. 22-28* with the San Joaquin County Office of Education's Center for Educational Development and Research (SJCOE/CEDR) to advertise job postings on EDJOIN.org for the Montclair After-School Program.
- (b) Authorized the Director of Human Services to sign *Agreement No. 22-28* with SJCOE/CEDR.

6. **Approval of *Agreement No. 22-29* with the County of San Bernardino Authorizing the County's Use of the Local Subdivisions' Allocations (Including Montclair's Allocation) of California Opioid Settlement Funds**

The City Council approved *Agreement No. 22-29* with the County of San Bernardino authorizing the County's use of the Local Subdivisions' Allocations (including Montclair's allocation) of California Opioid Settlement Funds.

**D. Resolutions**

1. **Adoption of Resolution No. 22-3339 Making Factual Findings in Compliance with AB 361 for the Continuation of Public Meeting Teleconferencing During Public Health Emergencies for the Period of April 4, 2022, through May 4, 2022**

The City Council adopted Resolution No. 22-3339 making factual findings in compliance with AB 361 for the continuation of public meeting teleconferencing during public health emergencies for the period of April 4, 2022, through May 4, 2022.

2. **Adoption of Resolution No. 22-3345 Approving the Tree City USA Application for 2022 and Authorizing the Director of Public Works to Sign the Application**

The City Council adopted Resolution No. 22-3345 approving the Tree City USA application for 2022 and authorizing the Director of Public Works to sign the application.

**IX. PULLED CONSENT CALENDAR ITEMS**

**C. Agreements**

1. **Approval of *Agreement No. 22-22* with Blais & Associates, Inc. for Grant Writing Services**

**Authorizing a \$50,000 Appropriation from the Contingency Reserve Fund for Costs Related to *Agreement No. 22-22***

Council Member Lopez stated he would be recusing himself from voting on this item due to his own business involvement with a competitor of the firm.

Council Member Martinez recognized **Blais & Associates** for its work since 2019 to obtain grants for the City, emphasizing the fact that the City's return on investment has been \$110 in grant funding received for every dollar spent on this firm.

Moved by Mayor Dutrey, seconded by Mayor Pro Tem Ruh, and carried that the City Council took the following actions:

- (a) Approved *Agreement No. 22-22* with Blais & Associates, Inc. for grant writing services subject to any revisions deemed necessary by the City Attorney.
- (b) Authorized a \$50,000 appropriation from the Contingency Reserve Fund for costs related to *Agreement No. 22-22*.

**X. BUSINESS ITEMS**

**A. Consider Adoption of Resolution No. 22-3344 Disapproving and Censuring Montclair City Council Member Benjamin Lopez and Ratifying Protective Actions Taken, and Recommended, by the City Manager**

Mayor Dutrey stated this is a somber moment for our community, noting it is the first time in the City's history that the City Council has found it necessary to consider censuring a Council Member, and went on to discuss the City Council's duty to protect the residents and employees of the City. He pointed out this resolution conveys the City Council's official disapproval of the acts of sexual harassment and discrimination carried out by Council Member Lopez. He



outlined the actions of the City Council taken up to this point including receiving an oral report in a closed session meeting from an official workplace investigator who determined, based on interviews and evidence, that the allegations by two employees of inappropriate interactions with Council Member Lopez did occur; and receiving a report from the City Manager at the March 21, 2022 regular meeting in open session about the reasons a legislative body may consider a censuring one of its members, and explaining the process of censuring a council member. At that time, the City Council directed staff to draft a resolution of censure for consideration at tonight's meeting, and also ratified actions taken by the City Manager, such as restricting Council Member Lopez's access to certain areas of the building, to protect the employees from future harm and distress.

Mayor Dutrey stated the consideration of Resolution No. 22-3344 does not constitute a judicial proceeding. He stated the City Council is not taking any actions at this time in relation to civil litigation filed by employees against Council Member Lopez and the City of Montclair, which are to be addressed in proceedings separate from this evening's process. He noted the consideration of this resolution is a public statement repudiating certain behavior of Council Member Lopez. He asserted the City Council is not weighing allegations or complaints made by employees of the City against statements made by Council Member Lopez. He stated the City Council's purpose this evening is to simply make a determination as to whether or not the findings made by the independent investigator and incorporated into Resolution No. 22-3344 constitute sufficient justification to censure Council Member Lopez.

Mayor Dutrey stated the City Attorney has advised the City Council that Council Member Lopez has due process rights in the City Council's consideration of this Resolution, and is free to make a statement on the matter this evening if he wishes. He noted City Attorney has also advised that the City Council has the legal right to censure or officially demonstrate disapproval of the actions of a sitting member of the City Council, but does not have the authority to remove a City Council Member from office.

City Manager Starr provided a PowerPoint-led presentation reviewing the investigation that took place into the alleged misconduct of Council Member Lopez, in which the investigator sustained the allegations; actions taken by the City in response to protect the rights and safety of the affected employees; a timeline of actions taken by the City Council so far, and the censure process.

Mayor Dutrey requested comments from the public.

**Mr. Pipersky** commended Council Member Martinez for her statements at the last meeting condemning the actions of Council Member Lopez and expressed his disappointment in Mayor Pro Tem Ruh for claiming only one side was heard when the investigator heard from both sides to come to a conclusion. He stated he feels a censure is not enough and that Council Member Lopez is bringing shame to his elective office and his family. He insisted every Council Member demand Council Member Lopez's resignation. He pointed out that while Council Member Lopez is being required to take harassment prevention training, employees would be fired for the same conduct.

Mayor Dutrey acknowledged that no additional audience members are requesting to speak, noting this does not indicate the level of importance of this matter to the community. He stated the City Council must ensure the City is run fairly and that the investigation into this matter was performed by a professional workplace investigator, just as the community expects criminal matters to be investigated by the police. He noted the investigator found the employees' accounts to be sincere and accurate. He stated the reason he feels the City Council must act is its duty to protect both the community and the employees of the City of Montclair.

Council Member Johnson expressed her gratitude for the privilege to serve as a Council Member and never thought she would be put in the position to censure another Council Member. She stated she is disappointed to be in this situation where the City must spend time and money on something that should never happen.

Moved by Council Member Johnson, seconded by Council Member Martinez, and carried 4-1 (Lopez dissenting), the City Council adopted Resolution No. 22-3344 disapproving and censuring Montclair City Council Member Benjamin Lopez and ratifying protective actions taken, and recommended, by the City Manager.

Mayor Dutrey stated he is disturbed by the behavior of Council Member Lopez and apologized to the employees for what they have suffered. He noted that while he cannot rescind a past endorsement, he does not intend to endorse Council Member Lopez in the future due to several concerns including whether he will be a distraction, if he will obey the restrictions to protect the employees; if the employees will be traumatized or distressed by his presence on the City Council; and if it will continue to cost the City money. He stated he does feel the best course of action would be for Council Member Lopez to resign from the City Council.

Mayor Pro Tem Ruh stated his vote was based on information that was presented in closed session by the investigator. He asserted he has no other knowledge of this case other than what was presented to him by the investigator, and that his comment about hearing “one side” was meant to indicate hearing only the investigator’s point of view. He stated he took an oath to uphold the constitutions of the State of California and the United States of America, and that he firmly believes all are innocent until proven guilty in a court of law. He stated this continues to be a legal matter and he would like to allow the legal process to move forward.

Council Member Martinez stated Council Member Lopez is known to have made sexist, racist, and homophobic remarks in both public and in private, and that his behavior continued even after being elected. She noted what has been discussed in open session about this matter is a “PG” version of the events that were revealed in the report the City Council heard from the investigator. She stated she believes that as long as Mr. Lopez remains on the City Council, the employees will feel uncomfortable. She added the City continues to pay financially and with its reputation as long as he is on the City Council and demanded that he resign.

Council Member Lopez stated his accusers had months to bolster their case whereas he had 18 days to be legally informed and never received a copy of the report of the investigation despite his lawyers’ requests. He noted it is prudent to not comment on a report he has not seen, and he feels deliberately left in the dark and will not make any formal statement in relation to the report. He stated he intends to let this play out in court and asserted both sides should be heard, noting he agrees with Mayor Pro Tem Ruh that only one side was heard and that he only spoke to the investigator one time.

## XI. COMMUNICATIONS

### A. Department Reports

#### 1. Human Services Department — Upcoming Events & Programs

Human Services Director Richter invited the community to attend the Outdoor Easter Eggstravaganza and To-Go Pancake Breakfast on Saturday, April 16th, from 9:00 to 11:00 a.m. at Alma Hofman Park. She stated the breakfast is sponsored by the **Ontario-Montclair Kiwanis Club** for \$3 per person and additional sponsors include the City of Montclair, **Women’s Club of Montclair**, **Montclair Police Officers’ Association**, and **Montclair Firefighters’ Association**.

**B. City Attorney**

City Attorney Robbins requested the City Council meet in closed session concerning the following:

**1. Closed Session Pursuant to Government Code Section 54956.9(d)(2) Regarding Potential Litigation**

*1 Potential Case*

**C. City Manager/Executive Director**

City Manager Starr invited Executive Director of Public Safety/Police Chief Avels to provide a verbal report on the catastrophic fire incident that took place last week, which prompted the City Manager as Director of Emergency Services to issue a proclamation declaring a state of emergency in the City of Montclair and evacuate the immediate area. He advised the incident resulted in a multi-agency response and the **Environmental Protection Agency** will be performing a cleanup at the site.

Chief Avels reported that at approximately 9:00 a.m. on Thursday, March 31, 2022, a series of explosions took place at a recycling facility at which a significant number of propane canisters, refrigerant bottles, and other highly pressurized containers were stored. He noted the incident was caused by five individuals working on the property who were trying to open some canisters to release the remaining gases in an unsafe manner, which caused a spark that resulted in continuous explosions at the site. He reported the **Los Angeles and San Bernardino County Fire Departments** responded along with several other surrounding fire agencies. He noted soon after the fire was under control it was discovered that there was a leak in one of the canisters that was releasing toxic chlorine gas, which prompted a hazardous material (HazMat) response. Additionally, it was determined that a failure of the leaking canister would result in a catastrophic event due to the release a large amount of toxic chlorine gas into the atmosphere at once. It was determined out of an abundance of caution to order an evacuation of the immediate area while monitoring the situation, and activate the City's and County's Emergency Operations Centers. The City hosted an emergency shelter for evacuated residents at the Community Center. He reported the **EPA and San Bernardino County Hazmat** were notified while the off-gassing was monitored, and the evacuation was lifted at 7:00 p.m. that evening. He reported cleanup of the street was taken care of first and the remainder of the debris was cleaned up the following day, completing at 10:00 a.m. on Friday. He stated fragments of the canisters were found as far as 750 feet away from the property, and thankfully nobody else in the area was injured.

Mayor Dutrey recognized all departments involved in the response to this event including Human Services, Police, Fire, Public Works, and Community Development.

City Manager Starr advised the City will be considering the implementation of an enhanced investigation program for fire and building code violations at all recycling centers in the City to ensure this does not happen again.

Council Member Johnson expressed her appreciation to staff who set up the evacuation center, noting they were very considerate of families with small children and provided many fun activities for the kids to do so they were not so scared. She stated the videos she saw posted by residents near the explosion were horrifying.

Chief Avels advised that residents in the evacuation area were notified about the evacuation using a reverse 9-1-1 program offered through the **San Bernardino County Sheriff's Department**. In addition to that system, officers also went door-to-door to inform residents who did not evacuate.

Council Member Lopez thanked everyone for their collective efforts.

He added everyone who heard the explosions thought it was an illegal stash of fireworks going off.

**D. Mayor/Chair**

**1. Consider Reorganization of City Council Committee/Liaison Assignments [CC]**

Mayor Dutrey stated that, with the adoption of Resolution No. 22-3344, the City Council has endorsed the removal of Council Member Lopez from City Council committees and as liaison to other agencies.

Moved by Mayor Dutrey, seconded by Council Member Martinez, and carried 4-0 (Lopez abstained), the City Council removed Council Member Lopez from the following committees and assignments and creating vacancies as follows:

<i>City Council Committees</i>	<i>Member</i>	<i>Member</i>
Code Enforcement/Public Safety		Johnson
Planning Commission Interview Panel	Johnson	
Public Works	Johnson	

<i>City Council Liaisons</i>	<i>Member</i>	<i>Member</i>
Planning Commission	Johnson	

<i>Interagency Committees</i>	<i>Member</i>	<i>Alternate</i>
IEUA Regional Sewerage Program Policy Committee	Dutrey	

Mayor Dutrey stated he will consider appointments to these new vacancies at the next City Council meeting and asked Council Members to submit their requests to him before that time.

**E. Council Members/Directors**

**1. Council Member/Director Lopez made the following comments:**

- (a) He requested an update on the repair of the damaged wall on San Bernardino Street across from **Montclair Hospital Medical Center**.

City Manager Starr advised the City is in the process of hiring a consultant to design a new wall because it cannot repair or replace the damaged wall, which is located on private property. The City needs to place a new wall in the City's right-of-way and will likely include a trellis.

He asked if the wall could be taller than the existing one.

City Manager Starr advised the code restricts walls taller than 6 feet; however, he believes the wall will be higher than the existing wall.

- (b) He asked for an update on the landscaping at Station No. 2, noting he was under the impression it was merged with the City Hall signage project that was originally to include newly designed landscaping at City Hall.

City Manager Starr advised the City's Public Works Consultant is working on the design elements for the landscaping at the fire stations. He added a walk-through of the Fire Department was performed by staff where several additional issues were discovered that also will require remodeling and repairs, which is turning it into a larger project.

He asked if a flooding incident that took place at the station in January has been addressed.

City Manager Starr stated no toxic molds or chemicals were found under the sink and it was determined the damage was caused by human error rather than plumbing issues or mold.

2. Mayor Pro Tem/Vice Chair Ruh stated today marks 54 years since the assassination of **Martin Luther King, Jr.**, who was at an event to support sanitation workers and died at just 39 years old. He added **Mr. King's** assassinator was only 10 months older than him.

**F. Committee Meeting Minutes**

**1. Minutes of Personnel Committee Meeting of March 21, 2022**

The City Council received and filed the minutes of the Personnel Committee meeting of March 21, 2022, for informational purposes.

**XII. CLOSED SESSION**

At 9:16 p.m., the City Council went into closed session to discuss potential litigation.

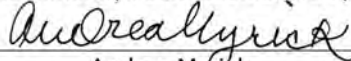
**XIII. CLOSED SESSION ANNOUNCEMENTS**

At 9:29 p.m., the City Council returned from closed session. Mayor Dutrey announced the City Council met in closed session to discuss potential litigation; information was received and direction given to staff; and no further announcements would be made at this time.

**XIV. ADJOURNMENT**

At 9:29 p.m., Mayor/Chair Dutrey adjourned the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board.

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



Andrea Myrick  
City Clerk

**CITY OF MONTCLAIR**

**TREASURER'S REPORT**

**FOR THE MONTH ENDING**

**MARCH 31, 2022**

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STATEMENT OF CASH AND INVESTMENT ACCOUNTS

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CASH AND INVESTMENTS BY TYPE

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

**MARCH 31, 2022**

COMPLIANCE STATEMENT

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

Total Investments	<u>\$ 32,820,857</u>
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During the current month the City was in compliance with the internal control procedures set forth in the Investment Policy.

INVESTMENT STRATEGY FOR THE UPCOMING MONTH

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



**CITY OF MONTCLAIR  
STATEMENT OF CASH AND INVESTMENTS BY FUND  
AS OF MARCH 31, 2022**

<u>Fund</u>	<u>Beginning Balance</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Interfund Transfers</u>	<u>Ending Balance</u>	
General Fund	\$ 2,877,421.01	\$ 2,747,641.32	\$ 1,864,346.00	\$ 70,104.00	\$ 3,830,820.33	(1)
Gas Tax Fund	(92,023.82)	77,355.20	221,107.91	-	(235,776.53)	(2)
Road Maintenance - Section 2032	997,233.54	61,429.64	-	-	1,058,663.18	
Measure I Fund	4,312,396.84	76,898.58	-	-	4,389,295.42	
Traffic Safety	78,187.65	11,652.94	-	-	89,840.59	
Disability Access Fund - Bus. License	42,415.90	1,036.80	(115.20)	-	43,567.90	
Park Maintenance	77,343.60	3,080.90	1,713.67	-	78,710.83	
Park Development	1,154,807.06	-	-	-	1,154,807.06	
CDBG	(44,847.04)	5,438.47	18,081.79	-	(57,490.36)	(2)
SB2 Planning Grant	(40,617.50)	-	(19,775.00)	-	(20,842.50)	(2)
Air Quality Improvement Trust	116,647.68	11,983.68	1,926.29	-	126,705.07	
SB City Cares Act Infrastructure	(23,385.40)	-	-	-	(23,385.40)	(2)
Senior Nutrition Program	(75,082.44)	24,138.87	37,069.17	-	(88,012.74)	(2)
American Resue Plan	4,738,465.00	-	(55,888.00)	(2,386,263.00)	2,408,090.00	
Forfeiture Fund - State	117,684.11	-	-	-	117,684.11	
Proposition 30/SB 109	105,575.65	-	-	-	105,575.65	
SB 509 Public Safety	229,177.49	57,814.00	23,658.30	-	263,333.19	
Forfeiture Fund-Federal/DOJ	298,328.10	11,005.33	-	-	309,333.43	
Asset Seizure Fund	0.06	-	(0.01)	-	0.07	
Section 11489 Subfund	42,092.46	-	-	-	42,092.46	
Fed Asset Forfeiture-Treasury	116,923.62	-	-	-	116,923.62	
School District Grant Fund	49,158.00	-	-	-	49,158.00	
State Supplemental Law Enforce	505,648.33	4,573.00	100,000.00	-	410,221.33	
PC 1202.5 Crime Prevention	2,179.55	18.88	-	-	2,198.43	
Recycling Grant Fund	60,232.67	5,864.00	-	-	66,096.67	
Homeless Emergency Aid Program	(11,361.00)	-	-	-	(11,361.00)	(2)
Bureau of Justice Assistance	(111.00)	-	-	-	(111.00)	(2)
Statewide Park Dev Grant	180,634.00	-	-	-	180,634.00	
Homeless Housing Assist Preven	(14,249.95)	20,000.00	2,000.00	-	3,750.05	(2)
LEAP Grant	-	-	22,992.50	-	(22,992.50)	(2)
After School Program Fund	432,528.94	296,986.58	247,698.15	-	481,817.37	
OTS Grant	-	-	-	-	-	
FIRST 5 Fund	1,290.78	-	-	-	1,290.78	
Safety Dept. Grants	259,382.95	14,577.00	4,398.00	-	269,561.95	
OSMD Immunization Grant	1,370.50	-	-	-	1,370.50	(2)
Kaiser Permanente Grant	4,619.88	-	-	-	4,619.88	
Resource Center Grant - OMSD	27,996.02	-	2,177.89	-	25,818.13	
Title IIIB Sr Support Services	(2,232.57)	2,823.85	4,833.39	-	(4,242.11)	(2)
Healthy Community Strategic Plan	15,543.01	-	-	-	15,543.01	
ASES Supplemental Grant	84,006.21	14,110.52	-	-	98,116.73	
E.M.S. - Paramedic Fund	3,483.61	5,710.35	3,247.65	-	5,946.31	(3)
Economic Development	4,645,430.26	-	229,245.35	-	4,416,184.91	
City Contributions/Donations Fund	500.00	-	-	-	500.00	
Sewer Operating Fund	2,246,529.45	607,627.76	463,796.03	-	2,390,361.18	
Sewer Replacement Fund	2,244,611.29	-	-	-	2,244,611.29	
CFD 2011-1 (Paseos)	184,631.79	-	81,360.90	-	103,270.89	
CFD 2011-2 (Arrow Station)	106,417.49	1,307.92	33,576.95	-	74,148.46	
Inland Empire Utility Agency	1,827,128.29	-	273,517.21	-	1,553,611.08	
Sewer Expansion Fee Fund	608,601.16	-	-	-	608,601.16	
Developer Impact Fees - Local	1,172,464.90	-	-	-	1,172,464.90	
Developer Impact Fees - Regional	77,950.83	-	-	-	77,950.83	
Burrtec Pavement Impact Fees	138,757.88	-	-	-	138,757.88	
PUC Reimbursement Fund-MVGS	324,111.38	-	-	-	324,111.38	
Utility Underground In-Lieu	340,516.52	-	-	-	340,516.52	
General Plan Update Fee	96,357.09	1,138.45	-	-	97,495.54	
Housing Fund	555,708.20	-	-	-	555,708.20	
Public Education/Govt. PEG Fee Fund	78,061.95	-	-	-	78,061.95	
Infrastructure Fund	(367,065.40)	-	46,810.17	12,950.00	(400,925.57)	(4)
COVID-19	(72,026.23)	-	14,651.58	-	(86,677.81)	
Successor Agency Bonds-Taxable	4,798,780.57	-	-	-	4,798,780.57	
Successor Agency Bonds-Tax Exempt	8,148,134.11	-	-	-	8,148,134.11	
2014 Lease Revenue Bond Proceeds	(284,589.74)	-	-	-	(284,589.74)	
2021 Lease Revenue Bond Proceeds	(224,054.92)	-	22,189.15	-	(246,244.07)	
2014 Lease Revenue Bond Debt Svc	(1,119,368.46)	192,601.61	-	-	(926,766.85)	(5)
2021 Lease Revenue Bond Debt Svc	2,600,000.00	-	871,244.25	-	1,728,755.75	
Contingency Fund	233,836.96	-	-	-	233,836.96	(1)
Assigned General Fund Reserves	9,691,329.30	76,027.20	-	2,303,209.00	12,070,565.50	(1)
<b>TOTALS</b>	<b>\$ 54,681,618.17</b>	<b>\$ 4,332,842.85</b>	<b>\$ 4,515,864.09</b>	<b>\$ -</b>	<b>\$ 54,498,596.93</b>	

Negative Cash Notes follow this presentation.

### **Notes on Negative Cash Balances**

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

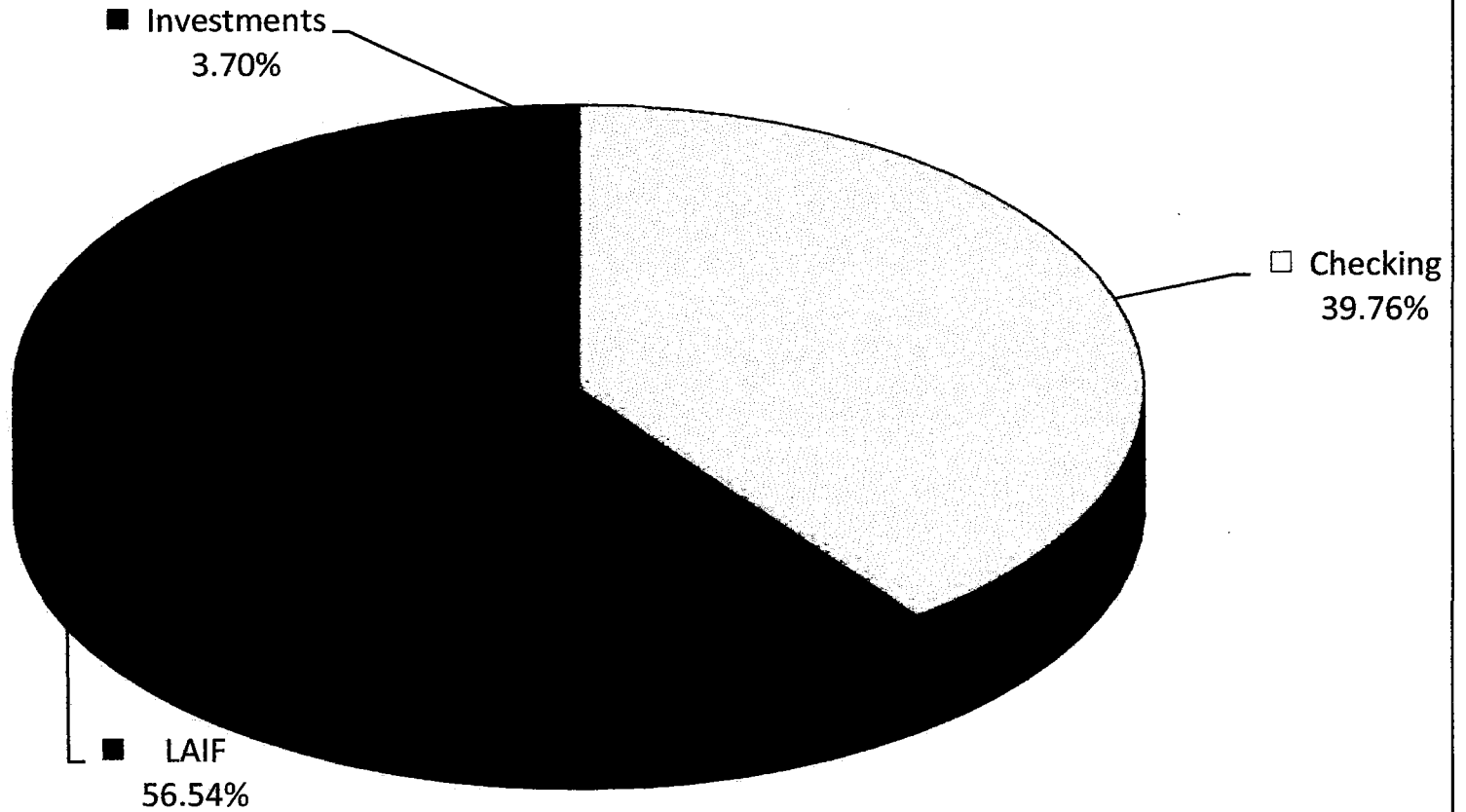
**CITY OF MONTCLAIR  
STATEMENT OF CASH AND INVESTMENT ACCOUNTS  
AS OF MARCH 31, 2022**

	<u>Par Value</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Coupon Interest Rate</u>	<u>Current Market Value</u>	<u>Balance at Cost</u>	<u>Totals</u>
<b>CHECKING ACCOUNT</b>							
Checking Account							\$ 21,675,271.02
Asset Seizure Account							\$ 2,468.72
<b>CASH W/FISCAL AGENT, CD's, LAIF DEPOSITS, AND SHORT-TERM U.S. AGENCY SECURITIES</b>							
Local Agency Investment Fund (LAIF)				0.420%	30,741,928.67	30,820,857.19	
First American Government					2,000,000.00	2,000,000.00	
					<u>\$ 32,741,928.67</u>		\$ 32,820,857.19
<b>U.S. AGENCY SECURITIES</b>							
					<u>\$ -</u>		<u>\$ -</u>
<b>TOTAL</b>							<u>\$ 54,498,596.93</u>

Current market values obtained from US Bank.

**CITY OF MONTCLAIR  
CASH AND INVESTMENTS BY TYPE  
March 31, 2022**

**Total Cash & Investments \$54,498,597**



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

**FOR THE MONTH ENDING**

**March 31, 2022**

**CITY OF MONTCLAIR AS SUCCESSOR TO  
THE REDEVELOPMENT AGENCY  
STATEMENT OF CASH BY FUND  
March 31, 2022**

**COMBINED OPERATING FUND**

Operating	<u>9,890.53</u>	\$ 9,890.53
-----------	-----------------	-------------

**LRPRP Fund**

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

**RORF**

	620,730.84	
RORF Area I	0.00	
RORF Area II	0.00	
RORF Area III	0.00	
RORF Area IV	0.00	
RORF Area V	0.00	
RORF Area VI	0.00	\$ 620,730.84

**TOTAL CASH**

**\$ 630,621.37**

**CITY OF MONTCLAIR AS SUCCESSOR TO  
THE REDEVELOPMENT AGENCY  
STATEMENT OF CASH  
March 31, 2022**

**Checking Account**

US Bank	<b>647,999.37</b>
PERS UAL lump sum payment expensed in March Book transfer was made in April.	<b>(17,378.00)</b>

<b>TOTAL CASH</b>	<b><u>630,621.37</u></b>
-------------------	--------------------------

NOTE: Book transfer was made to reimburse City for PERS UAL lump sum payment on 4/6/22.

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

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

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

**FOR THE MONTH ENDING**

**March 31, 2022**



City of Montclair  
 Final Warrant Register  
 Council Date 04/18/2022  
 Regular Warrants  
 Checking Account: Successor to the RDA

	Warrants	US Bank transfers	<u>Area Totals</u>
SRDA Combined Operating Fund	13,000.00	8,471.27	<b>21,471.27</b>
RORF (Redevelopment Obligation Retirement Funds)	0.00	1,896,520.68	<b>1,896,520.68</b>
	<hr style="width: 100%; border: 0.5px solid black;"/>	<hr style="width: 100%; border: 0.5px solid black;"/>	
	13,000.00	1,904,991.95	
<b>March 2022 Total</b>			<b><u><u>1,917,991.95</u></u></b>

Note: Reimburse City for 3/3, 3/17, and 3/31 payrolls

---

**Vice Chair Ruh**

# Accounts Payable

## Checks by Date - Summary by Check Number

User: cramirez  
Printed: 4/7/2022 12:28 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
8179	VanLa001	Van Lant & Fankhanel, LLP	03/21/2022	7,000.00
8180	BLXGr001	BLX Group LLC	03/24/2022	6,000.00
Report Total (2 checks):				13,000.00

# Book Transfer Daily Activity Detail

CITY OF MONTCLAIR

SinglePoint

Reported Activity From 03/01/2022 To 03/31/2022

Printed on 04/07/2022 at 12:31 PM PDT



Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
03/31/2022	\$2735.94	153499275813	153499275805	Completed

**Debit Account Name** CITY OF MONTCLAIR SUCCESSOR AGENCY  
**Debit Account Type** DDA  
**Credit Account Name** CITY OF MONTCLAIR GENERAL ACCOUNT  
**Credit Account Type** DDA  
**Template Name** .  
**Memo** Reimburse City for 03/31/22 Payroll  
**Initiate Date** 03/31/2022  
**Initiate Time** 12:53PM CDT  
**Initiated By** JKULBECK  
**Completed Date** 03/31/2022  
**Completed Time** 12:53PM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
03/17/2022	\$3224.95	153499275813	153499275805	Completed

**Debit Account Name** CITY OF MONTCLAIR SUCCESSOR AGENCY  
**Debit Account Type** DDA  
**Credit Account Name** CITY OF MONTCLAIR GENERAL ACCOUNT  
**Credit Account Type** DDA  
**Template Name** .  
**Memo** Reimb City for 03/17/22 Payroll  
**Initiate Date** 03/17/2022  
**Initiate Time** 10:17AM CDT  
**Initiated By** JKULBECK  
**Completed Date** 03/17/2022  
**Completed Time** 10:17AM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
03/03/2022	\$2510.38	153499275813	153499275805	Completed

**Debit Account Name** CITY OF MONTCLAIR SUCCESSOR AGENCY  
**Debit Account Type** DDA  
**Credit Account Name** CITY OF MONTCLAIR GENERAL ACCOUNT  
**Credit Account Type** DDA  
**Template Name** .  
**Memo** Reimb City for 03/03/22 Payroll  
**Initiate Date** 03/03/2022  
**Initiate Time** 04:58PM CDT  
**Initiated By** JKULBECK  
**Completed Date** 03/03/2022  
**Completed Time** 04:58PM CDT

---

**Total Number of Book Transfers:** 3  
**Total Amount of Book Transfers:** \$8,471.27

---

--- End of Report ---



**Important!**

Urgent security update from U.S. Bank. We are aware of attempts by fraudsters to obtain information from customers that may allow them to access your accounts. [Learn More](#)



09/22, 10:35 AM CST

MONTCLAIR

You have 16 new LaunchPoint messages

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## Approve Wire Transfer

### Fed Wire Transfer (FED)

Please confirm that you would like to approve the following wire transfer.

Control Number  
130006227

Repetitive ID  
USBK SRDAA

Debit Account Number - Debit Account Name  
153499275813 - CITY OF MONTCLAIR SUCCESSOR  
AGENCY

Amount  
\$1,274,249.78

Send Date (MM/DD/YYYY)  
03/09/2022

### Beneficiary Bank Information (BBK)

Bank ABA (Routing / Transit Number)  
09100022

Name  
U.S. Bank National Association, WIR

Address Line 1

Address Line 2

City  
ST PAUL

State or Territory  
MN

Bank Account Number

### Beneficiary Information (BNF)

Name  
U.S. Bank Trust N.A.

Account Number  
180121167365

Address Line 1  
5111 Benito Street

Address Line 2

City  
Montclair

State or Territory  
CA

Notification Email Address  
(If populated, email will be sent)  
jkulbeck@cityofmontclair.org

**Beneficiary Details**  
Reference for Beneficiary (RFB)  
257735000

Originator to Beneficiary Information (OBI)  
257735000A

**Bank to Bank Information (BBI)**  
Bank to Bank Information

**Originator Information (ORG)**  
Name

Account Number

Address Line 1

Address Line 2

City

State or Territory





**Important!**  
 Urgent security update from U.S. Bank. We are aware of attempts by fraudsters to obtain information from customers that may allow them to access your accounts. [Learn More](#)

09/22, 10:35 AM CST

MONTCLAIR



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- [Personal Settings](#)
- [System Administration](#)
- [Document Xchange](#)
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## Approve Wire Transfer

### Fed Wire Transfer (FED)

Please confirm that you would like to approve the following wire transfer.

Control Number  
130006259

Repetitive ID  
USBank SRDAB

Debit Account Number - Debit Account Name  
153499275813 - CITY OF MONTCLAIR SUCCESSOR AGENCY

Amount  
\$622,270.90

Send Date (MM/DD/YYYY)  
03/09/2022

**Beneficiary Bank Information (BBK)**  
 Bank ABA (Routing / Transit Number)  
091000022

Name  
U.S. Bank National Association, WIR

Address Line 1

Address Line 2

City  
ST PAUL

State or Territory  
MN

Bank Account Number

**Beneficiary Information (BNF)**  
 Name  
U.S. Bank Trust N.A.

Account Number  
180121167365

Address Line 1  
5111 Benito Street

Address Line 2

City  
Montclair

State or Territory  
CA

Notification Email Address  
(If populated, email will be sent)  
jkulbeck@cityofmontclair.org

**Beneficiary Details**  
 Reference for Beneficiary (RFB)  
257735000

Originator to Beneficiary Information (OBI)  
257735000B

**Bank to Bank Information (BBI)**  
 Bank to Bank Information

**Originator Information (ORG)**  
 Name

Account Number

Address Line 1

Address Line 2

City

State or Territory



**CITY OF MONTCLAIR  
HOUSING CORPORATION  
TREASURER'S REPORT  
FOR THE MONTH ENDING**

**March 31, 2022**

**TABLE OF CONTENTS**

**SCHEDULE 1 - STATEMENT OF CASH AND INVESTMENTS**

**CASH AND INVESTMENTS GRAPH**

Schedule 1

CITY OF MONTCLAIR  
HOUSING CORPORATION  
STATEMENT OF CASH AND INVESTMENTS  
March 31, 2022

	<u>Interest Rate</u>	<u>Market Value</u>	<u>Book Value</u>
<b>Checking Account</b>			
US Bank			422,522.77
<b>Investments</b>			
LAIF	0.42%	1,709,403.83	<u>1,713,792.65</u>
<b>TOTAL CASH &amp; INVESTMENTS</b>			<u><u>2,136,315.42</u></u>

**NOTE:**

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

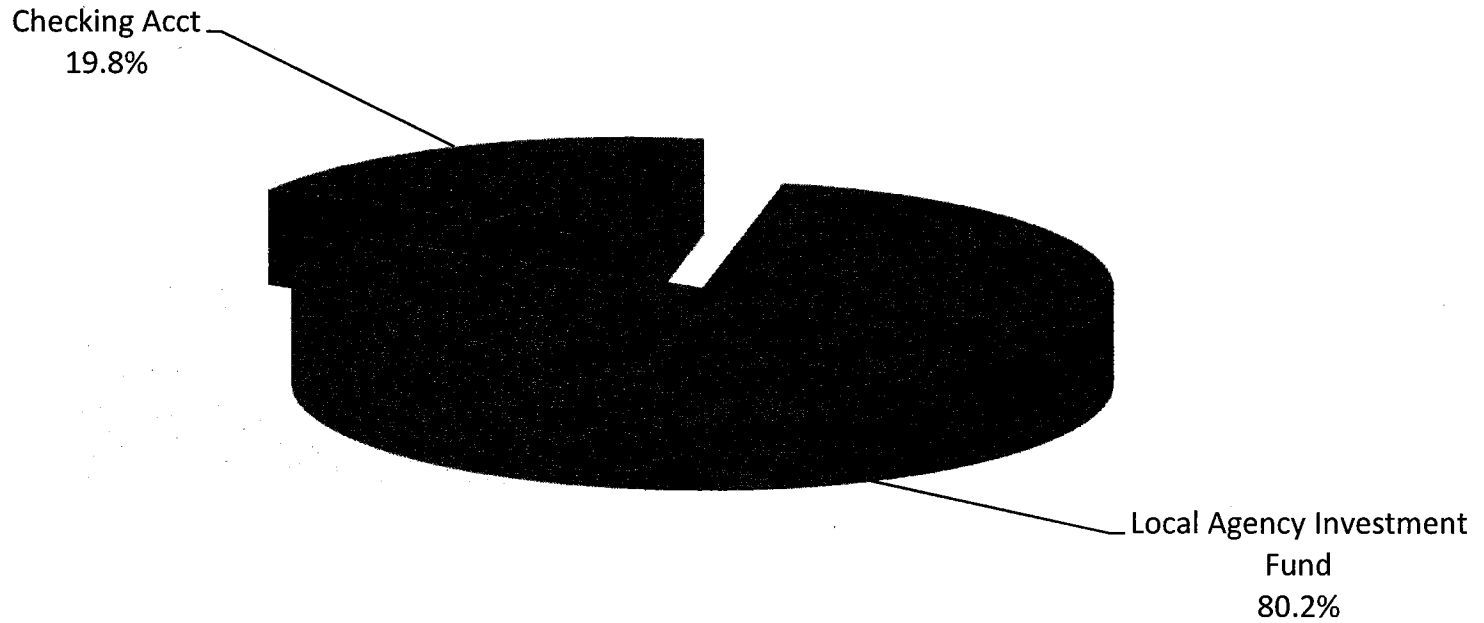
The Corporation has sufficient funds available to meet expenditures during the upcoming six-month period.

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



**CITY OF MONTCLAIR  
HOUSING CORPORATION  
CASH AND INVESTMENTS GRAPH  
March 31, 2022**

**Total Cash & Investments - \$2,136,315**



**CITY OF MONTCLAIR  
HOUSING CORPORATION  
WARRANT REGISTER**

**FOR THE MONTH ENDING**

**March 31, 2022**

City of Montclair  
Final Warrant Register  
Council Date 04/18/2022  
Regular Warrants  
Checking Account: MHC

<u>Warrants</u>	<u>ACH Transfers</u>	<u>Voided Checks</u>	<u>US Bank transfers</u>	<u>Totals</u>
149,111.25	0.00	0.00	14,511.81	<b>163,623.06</b>

**March 2022 Total**

**163,623.06**

US Bank transfers:

Reimburse City for 03/03 payroll

Reimburse City for 03/17 payroll

Reimburse City for 03/31 payroll

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**Vice Chair Ruh**

# Accounts Payable

## Checks by Date - Summary by Check Number

User: cramirez  
Printed: 4/7/2022 12:28 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
5274	aci0001	ACI Flooring, Inc.	03/03/2022	13,088.13
5275	AllP003	All Pro Plumbing	03/03/2022	4,794.59
5276	Buch002	Buchbinder Maintenance, Inc.	03/03/2022	27,951.09
5277	Hugo001	Hugo Jaramillo	03/03/2022	5,095.00
5278	Land012	Landscape Maintenance Unlimited	03/03/2022	5,625.00
5279	mont074	Monte Vista Water District	03/03/2022	4,967.83
5280	sout018	Southern California Edison Co	03/03/2022	304.96
5281	sout021	Southern California Gas Co	03/03/2022	985.18
5282	Buch002	Buchbinder Maintenance, Inc.	03/17/2022	10,103.65
5284	land012	Landscape Maintenance Unlimited	03/17/2022	15,160.00
5285	mont002	City of Montclair	03/17/2022	1,620.84
5286	mont074	Monte Vista Water District	03/17/2022	620.59
5287	sout018	Southern California Edison Co	03/17/2022	722.65
5288	Hugo001	Hugo Jaramillo	03/21/2022	19,992.50
5289	Perf003	Performance Construction & Remodeling I	03/21/2022	8,850.00
5290	Edwa006	Edwards Termite & Pest Management	03/24/2022	9,960.00
5291	Hugo001	Hugo Jaramillo	03/24/2022	8,820.00
5292	mont074	Monte Vista Water District	03/24/2022	2,195.68
5293	Perf003	Performance Construction & Remodeling I	03/24/2022	7,030.00
5294	sout018	Southern California Edison Co	03/24/2022	239.16
5295	Sout021	Southern California Gas Co	03/24/2022	984.40
Report Total (21 checks):				149,111.25

# Book Transfer Daily Activity Detail

CITY OF MONTCLAIR

SinglePoint

Reported Activity From 03/01/2022 To 03/31/2022

Printed on 04/07/2022 at 12:31 PM PDT



Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
03/31/2022	\$4247.63	153499275821	153499275805	Completed

Debit Account Name MONTCLAIR HOUSING CORPORATION  
Debit Account Type DDA  
Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT  
Credit Account Type DDA  
Template Name .  
Memo Reimburse City for 03/31/22 Payroll  
Initiate Date 03/31/2022  
Initiate Time 12:53PM CDT  
Initiated By JKULBECK  
Completed Date 03/31/2022  
Completed Time 12:53PM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
03/17/2022	\$6016.54	153499275821	153499275805	Completed

Debit Account Name MONTCLAIR HOUSING CORPORATION  
Debit Account Type DDA  
Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT  
Credit Account Type DDA  
Template Name .  
Memo Reimb City for 03/17/22 Payroll  
Initiate Date 03/17/2022  
Initiate Time 10:17AM CDT  
Initiated By JKULBECK  
Completed Date 03/17/2022  
Completed Time 10:17AM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
03/03/2022	\$4247.64	153499275821	153499275805	Completed

Debit Account Name MONTCLAIR HOUSING CORPORATION  
Debit Account Type DDA  
Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT  
Credit Account Type DDA  
Template Name .  
Memo Reimb City for 03/03/22 Payroll  
Initiate Date 03/03/2022  
Initiate Time 04:58PM CDT  
Initiated By JKULBECK  
Completed Date 03/03/2022  
Completed Time 04:58PM CDT

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Total Number of Book Transfers: 3  
Total Amount of Book Transfers: \$14,511.81

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--- End of Report ---

**CITY OF MONTCLAIR  
HOUSING AUTHORITY  
TREASURER'S REPORT  
FOR THE MONTH ENDING  
March 31, 2022**

**Schedule 1**

**CITY OF MONTCLAIR  
HOUSING AUTHORITY  
STATEMENT OF CASH  
March 31, 2022**

	<u>Amount</u>
<b>Checking Account</b>	
US Bank	6,562.16
<b>TOTAL CASH</b>	<b>\$ <u>6,562.16</u></b>

**NOTE:**

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

**CITY OF MONTCLAIR  
HOUSING AUTHORITY  
WARRANT REGISTER  
FOR THE MONTH ENDING  
March 31, 2022**



City of Montclair  
Final Warrant Register  
Council Date 04/18/2022  
Regular Warrants  
Checking Account: MHA

<u>Warrants</u>	<u>Voided Checks</u>	<u>US Bank transfers - out.</u>	<u>Totals</u>
0.00	0.00	0.00	0.00
<b>March 2022 Total</b>			<b><u><u>0.00</u></u></b>

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Vice Chair Ruh