

# CITY OF MONTCLAIR

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

## AGENDA

MONDAY, MAY 2, 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, May 2, 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. U.S. Representative Norma Torres Presentation of Funding Award for Saratoga Park Improvements
- B. Proclamation Declaring May 5, 2022 as "National Day of Prayer" 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. Regular Joint Meeting — April 18, 2022 [CC/SA/MHC/MHA/MCF] 61

**B. Administrative Reports**

- 1. Consider Approval of Warrant Registers & Payroll Documentation [CC] 4

- 2. Consider Authorizing the Use of \$7,200 in State Asset Forfeiture Funds to Host the 2022 National Night Out Event [CC] 5

- 3. Consider Authorizing the Purchase of Uniforms for Non-Sworn Police Department Staff in the Amount of \$15,580 [CC]  
Consider Authorizing A \$15,580 Appropriation from the Federal Asset Forfeiture Fund to Pay for the Uniforms [CC] 6

**C. Agreements**

- 1. Consider Approval of Agreement No. 22-33 with the County of San Bernardino Related to Distribution of 2021 Justice Assistance Grant Program Award Funds [CC]  
Consider Authorizing City Manager Edward C. Starr to Sign Said Agreement [CC] 7

- 2. Consider Approval of Agreement No. 22-36 with Sewer Service Providers Within the Inland Empire Utilities Agency Service Area for Costs Related to Negotiations for Revisions to the Chino Basin Regional Sewage Service Contract [CC]  
Consider Authorizing a \$10,003 Appropriation from the Sewer Fund for Costs Related to Agreement No. 22-36 [CC] 27

- 3. Consider Amending the 2019-2024 Capital Improvement Program to Include Traffic Signal Upgrades and Traffic Signal Interconnect & Broadband Fiber Optic Improvements for Both the Arrow Highway Project and the Central Avenue Project [CC]  
Consider Approval of Agreement No. 22-37 with AGA Engineers for the Preparation of Plans and Specifications for Construction of Traffic Signal Upgrades and Traffic Signal Interconnect & Broadband Fiber Optic Improvements for the Arrow Highway and Central Avenue Projects, Subject to Any Revisions Deemed Necessary by the City Attorney [CC]  
Consider Authorizing a \$245,000 Appropriation from 2021 Lease Revenue Bond Proceeds for Costs Related to Agreement No. 22-37 With AGA Engineers for the Arrow Highway And Central Avenue Projects [CC]  
Consider Authorizing a \$54,495 Design Service Contingency for Traffic Signal Upgrades and Traffic Signal Interconnect & Broadband Fiber Optic Improvements for the Arrow Highway and Central Avenue Projects [CC] 34

D. Resolutions

1. Consider Adoption of Resolution No. 22-3343 Approving a Five-Year Capital Project Needs Analysis for Fiscal Years 2022-23 through 2026-27 [CC]

Consider Adoption of Resolution No. 22-3346 Approving the Five-Year Local Street Capital Improvement Program for Fiscal Years 2022-23 through 2026-27 [CC]

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2. Consider Adoption of Resolution No. 22-3347 Making Factual Findings in Compliance with AB 361 for the Continuation of Public Meeting Teleconferencing During Public Health Emergencies for the Period of May 2, 2022, through June 1, 2022 [CC]

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IX. PULLED CONSENT CALENDAR ITEMS

X. 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)(2) Regarding Potential Litigation [CC]

*One Potential Case*

C. City Manager/Executive Director

D. Mayor/Chairperson

1. Announcement of Vacancies on Community Activities Commission (4)  
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 18, 2022 [CC]

60

XI. CLOSED SESSION

XII. CLOSED SESSION ANNOUNCEMENTS

XIII. ADJOURNMENT

*The next regular joint meeting of the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board will be held on Monday, May 16, 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 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 28, 2022.*



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	MAY 2, 2022	<b>FILE I.D.:</b>	FIN540
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	FINANCE
<b>ITEM NO.:</b>	1	<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 May 2, 2022, and the Payroll Documentation dated April 10, 2022, and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated May 2, 2022, totals \$839,659.12.

The Payroll Documentation dated April 10, 2022 totals \$683,022.62 gross, with \$477,531.16 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>	MAY 2, 2022	<b>FILE I.D.:</b>	PDT362
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	POLICE
<b>ITEM NO.:</b>	2	<b>PREPARER:</b>	M. BUTLER
<b>SUBJECT:</b>	CONSIDER AUTHORIZING THE USE OF \$7,200 IN STATE ASSET FORFEITURE FUNDS TO HOST THE 2022 NATIONAL NIGHT OUT EVENT		

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**REASON FOR CONSIDERATION:** The Police Department, through its Community Relations Division, is coordinating and hosting the 2022 National Night Out community event. The City Council is requested to consider authorizing the use of State Asset Forfeiture funds to purchase goods and services that are essential to its success.

**BACKGROUND:** The Police Department is dedicated to ensuring the safety of the Montclair community and is committed to engaging residents in dialogue about law enforcement-related responsibilities, concerns, and crime prevention. To that end, the Department, through its Community Relations Division, will coordinate and host this year's National Night Out event at Alma Hofman Park on Tuesday, August 2. National Night Out is an annual community-building campaign designed to promote police-community partnerships that enhance neighborhood camaraderie and build safer communities.

To encourage community involvement, this year's event will include a photo booth, face painting, and a movie in the park, all at no cost to attendees. Popcorn, cookies, nuts, and shaved ice will be available for sale. Montclair Police and Fire Department personnel will be on hand to speak to the public and provide our youth and the "young at heart" the opportunity to see and handle some of the tools of the trade. Child ID/fingerprint kits and a host of educational and promotional materials that help guide, support, motivate, and encourage residents to take an active role in securing a safer community will be available. In addition, a portion of the funding would be used to purchase one additional movie license in support of the City's Movie in the Park summer series leading up to National Night Out, which is also a perfect opportunity for outreach and interaction with the communities we serve as well as to promote National Night Out.

The San Bernardino County Asset Forfeiture Panel is currently processing the Department's request to expend Drug and Gang Prevention funds on National Night Out 2022 and one movie-in-the-park event.

**FISCAL IMPACT:** Pursuant to Health and Safety Code Section 11489, 15 percent of funds distributed through State Asset Forfeiture shall be deposited in a special fund to be "used for the sole purpose of funding programs designed to combat drug abuse and divert gang activity, and shall wherever possible involve educators, parents, community-based organizations and local businesses, and uniformed law enforcement officers." The City has established Fund 1146 for this purpose.

If authorized by the City Council, and pending approval from the Panel, funding for the purchase of goods and services for National Night Out and the additional movie license for the City's Movie in the Park summer series would result in an expenditure of \$7,200 from said fund.

**RECOMMENDATION:** Staff recommends the City Council authorize the use of \$7,200 in State Asset Forfeiture funds to host the 2022 National Night Out event.



# CITY COUNCIL AGENDA REPORT

DATE: MAY 2, 2022 FILE I.D.: PDT950  
SECTION: CONSENT - ADMIN. REPORTS DEPT.: POLICE  
ITEM NO.: 3 PREPARER: A. GRAZIANO  
SUBJECT: CONSIDER AUTHORIZING THE PURCHASE OF UNIFORMS FOR NON-SWORN POLICE DEPARTMENT STAFF IN THE AMOUNT OF \$15,580

CONSIDER AUTHORIZING A \$15,580 APPROPRIATION FROM THE FEDERAL ASSET FORFEITURE FUND TO PAY FOR THE UNIFORMS

**REASON FOR CONSIDERATION:** The City Council is requested to consider authorizing the purchase of both Class A and Class C uniforms for Dispatch and Records personnel, and to authorize a \$15,580 appropriation from the Federal Asset Forfeiture Fund to pay for the uniforms.

**BACKGROUND:** Currently, Police employees who work in the Records Bureau and the Dispatch Center wear uniform polo shirts with the employee’s brand choice of pants and shoes. This is inconsistent to the uniform look maintained by other divisions within the Department. In order to establish a more professional and uniform look, the Department is requesting to use Federal Asset Forfeiture funds to purchase each member of the Records Bureau and Dispatch Center one Class A uniform, consisting of a long-sleeve uniform shirt, uniform pants, badge, uniform belt, uniform boots, name plate, tie, and tie bar. Funds would also be used to purchase two Class C uniforms for the members, consisting of two uniform collared shirts and two pairs of uniform utility pants. This would give non-sworn station personnel in the Records Bureau and Dispatch Center a more professional, consistent look.

Below is the breakdown of the cost from our current uniform vendors:

<u>Vendor</u>	<u>Amount</u>
Pristine Uniforms	\$12,930
Sun Badge Company	\$2,350
Centurion Emblems	\$300
<b>Total Cost</b>	<b>\$15,580</b>

The selected vendors for this purchase have the Department’s current uniform specs, badge design, and patch design.

**FISCAL IMPACT:** If authorized by the City Council, funding for uniforms for non-sworn police station personnel would result in an appropriation from Federal Asset Forfeiture Fund 1147 in the amount of \$15,580.

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

1. Authorize the purchase of uniforms for non-sworn Police Department staff in the total amount of \$15,580; and
2. Authorize a \$15,580 appropriation from the Federal Asset Forfeiture Fund to pay for the uniforms.



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	MAY 2, 2022	<b>FILE I.D.:</b>	PDT175/PDT362
<b>SECTION:</b>	CONSENT - AGREEMENTS	<b>DEPT.:</b>	POLICE
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	M. BUTLER

**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT NO. 22-33 WITH THE COUNTY OF SAN BERNARDINO RELATED TO DISTRIBUTION OF 2021 JUSTICE ASSISTANCE GRANT PROGRAM AWARD FUNDS

CONSIDER AUTHORIZING CITY MANAGER EDWARD C. STARR TO SIGN SAID AGREEMENT

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 22-33 with the County of San Bernardino related to distribution of 2021 Justice Assistance Grant (JAG) Program Award funds and authorizing City Manager Edward C. Starr to sign said Agreement. A copy of proposed Agreement No. 22-33 is attached for City Council review and consideration.

**BACKGROUND:** The Police Department has been notified by the Bureau of Justice Assistance (BJA) that it is eligible to receive a \$17,609 FY 2021 JAG Program award. BJA will award JAG Program funds to eligible units of local government for the purpose of preventing and reducing crime and violence. The JAG Program requires that the state's allocation for municipal agencies in the region be distributed and administered directly through San Bernardino County. The San Bernardino County Board of Supervisors, acting in its capacity as JAG Program Administrator, shall submit a joint application for local jurisdictions and shall disburse appropriate grant allocations, less a 5 percent administrative fee as allowable under JAG guidelines. Each participating jurisdiction must enter into an Interlocal Agreement, or Memorandum of Understanding, identifying the County as the fiscal agent for these joint funds. Appropriations must be released within 60 days of receipt of grant funds by the JAG Program Administrator. Before receiving grant funds, the City must also enter into a subrecipient sub-award grant agreement with the County.

The Edward Byrne Memorial JAG Program is the primary provider of federal criminal justice funding to states and units of local government and furthers the Department of Justice's mission to prevent or reduce crime and violence. JAG Program awards are for the exclusive use of law enforcement services and programs and are designed to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. These funds shall supplement existing services and shall not be used to supplant any existing funding for law enforcement services.

**FISCAL IMPACT:** Approval of Agreement No. 22-33 would result in a \$16,729 JAG Program fund allocation to the Police Department budget. The San Bernardino County Board of Supervisors would retain a 5 percent administrative fee of \$880.

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

1. Approve Agreement No. 22-33 with the County of San Bernardino related to distribution of the 2021 Justice Assistance Grant Program Award funds.
2. Authorize City Manager Edward C. Starr to sign said Agreement.



INTERLOCAL AGREEMENT  
BETWEEN THE TOWN OF APPLE VALLEY, THE CITIES OF ADELANTO, BARSTOW,  
CHINO, COLTON, FONTANA, HESPERIA, HIGHLAND, MONTCLAIR, ONTARIO, RANCHO  
CUCAMONGA, REDLANDS, RIALTO, SAN BERNARDINO, UPLAND, VICTORVILLE,  
AND SAN BERNARDINO COUNTY, CA

CONCERNING DISTRIBUTION OF THE  
2021 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this 14th day of December, 2021, by and between SAN BERNARDINO COUNTY, acting by and through its governing body, the Board of Supervisors (hereinafter referred to as "COUNTY"), and the aforementioned TOWN (hereinafter referred to as "TOWN") and named CITIES (hereinafter referred to as "CITIES"), acting by and through their respective governing bodies, the Town Council and City Councils, all of whom are situated within San Bernardino County, State of California, as follows:

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

**WHEREAS**, the COUNTY agrees to release to TOWN and CITIES their respective grant allocation from the JAG Award within sixty (60) days upon receipt of funds, less five percent (5%) for administrative fees, as reflected on Appendix 1 here attached and hereby incorporated by reference as part of this agreement; and COUNTY agrees to use the five percent (5%) of JAG award funds received from TOWN and CITIES under this agreement for administrative fees toward the administration of TOWN's and CITIES' programs during the entire permissible duration of said programs; and TOWN and CITIES agree to deposit their JAG award funds into a separate trust account in accordance with JAG guidelines; and TOWN and CITIES each agree to the five percent (5%) reduction of their respective grant allocation from the JAG award, as reflected on Appendix 1 for administrative fees toward the administration of this program; and additionally the TOWN and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines, and that the interest generated from such funds shall be solely applied and expended in accordance with these same JAG guidelines; and

**WHEREAS**, the TOWN, CITIES and COUNTY believe it to be in their best interests to reallocate the JAG funds,

**NOW THEREFORE, the COUNTY and TOWN and CITIES agree as follows:**

**Section 1.**

COUNTY agrees to release to TOWN and CITIES their respective grant allocation from the JAG Award within sixty (60) days upon receipt of funds, less five percent (5%) for administrative fees, as reflected in Appendix 1 here attached and hereby incorporated by reference as part of this Agreement, and; COUNTY agrees to use the five percent (5%) of JAG award funds received from

TOWN and CITIES under this agreement for administrative fees toward the administration of the TOWN's and CITIES' programs during the entire permissible duration of said programs.

**Section 2.**

TOWN and CITIES agree to deposit their JAG award funds into a separate trust account in accordance with the JAG guidelines; and TOWN and CITIES agree to the five percent (5%) reduction of their respective grant allocation from the JAG award, as reflected in Appendix 1, for administrative fees toward the administration of this program, and; TOWN and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines and that all interest generated from such funds shall be solely applied and expended in accordance with these same JAG guidelines.

**Section 3.**

TOWN and CITIES agree to enter into a sub-award grant agreement with the COUNTY in order to acknowledge receipt of the federal award information and applicable compliance requirements, including special conditions for each sub-award, before receiving grant funds.

**Section 4.**

TOWN and CITIES agree to provide COUNTY with sufficient timely information as necessary within five business days after receiving written request from COUNTY to meet JAG requirements for quarterly and annual financial and performance reports.

**Section 5.**

Nothing arising from this Agreement shall impose any liability for claims or actions against COUNTY other than what is authorized by law.

**Section 6.**

Nothing arising from this Agreement shall impose any liability for claims or actions against TOWN and/or CITIES other than what is authorized by law.

**Section 7.**

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable to any other party to this Agreement for any claim or action arising from the services provided under this Agreement.

**Section 8.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 9.**

By entering into this Agreement, the parties do not intend to create any obligations, either express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

**WHEREFORE**, all parties freely and voluntarily agree to all of the above terms.

TOWN OF APPLE VALLEY, CA

SAN BERNARDINO COUNTY, CA

\_\_\_\_\_  
Town Manager

  
Curt Hagman  
Chair, County Board of Supervisors

ATTEST:

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

\_\_\_\_\_  
Town Clerk

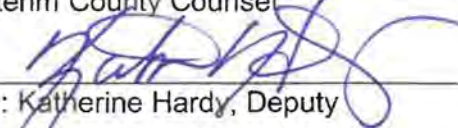
  
\_\_\_\_\_  
Lynna Monelli  
Clerk of the Board of Supervisors  
of San Bernardino County

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
\*Steven O'Neill Tom Bunker  
Interim County Counsel

  
by: Katherine Hardy, Deputy

\*By law, the County Counsel's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our clients. Our approval of this document was offered solely for the benefit of our clients. Other parties should not rely on this approval and should seek review and approval by their own respective attorneys.













**WHEREFORE**, all parties freely and voluntarily agree to all of the above terms.

CITY OF HESPERIA, CA

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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**2021 Justice Assistance Grant  
Appendix 1**

Jurisdiction	Allocation	5% Administrative Fee	Award
San Bernardino County	\$85,641	(\$4,282)	\$81,359
Adelanto	\$18,861	(\$943)	\$17,918
Apple Valley	\$19,964	(\$998)	\$18,966
Barstow	\$21,567	(\$1,078)	\$20,489
Chino	\$20,414	(\$1,021)	\$19,393
Colton	\$16,131	(\$807)	\$15,324
Fontana	\$54,155	(\$2,708)	\$51,447
Hesperia	\$31,260	(\$1,563)	\$29,697
Highland	\$18,937	(\$947)	\$17,990
Montclair	\$17,609	(\$880)	\$16,729
Ontario	\$50,398	(\$2,520)	\$47,878
Rancho Cucamonga	\$28,029	(\$1,401)	\$26,628
Redlands	\$18,461	(\$923)	\$17,538
Rialto	\$38,499	(\$1,925)	\$36,574
San Bernardino	\$214,640	(\$10,732)	\$203,908
Upland	\$20,540	(\$1,027)	\$19,513
Victorville	\$66,604	(\$3,330)	\$63,274
Total	\$741,710	(\$37,085)	\$704,625



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	MAY 2, 2022	<b>FILE I.D.:</b>	SEW500
<b>SECTION:</b>	CONSENT - AGREEMENTS	<b>DEPT.:</b>	PUBLIC WORKS
<b>ITEM NO.:</b>	2	<b>PREPARER:</b>	M. HEREDIA

**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT NO. 22-36 WITH SEWER SERVICE PROVIDERS WITHIN THE INLAND EMPIRE UTILITIES AGENCY SERVICE AREA FOR COSTS RELATED TO NEGOTIATIONS FOR REVISIONS TO THE CHINO BASIN REGIONAL SEWAGE SERVICE CONTRACT

CONSIDER AUTHORIZING A \$10,003 APPROPRIATION FROM THE SEWER FUND FOR COSTS RELATED TO AGREEMENT NO. 22-36

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**REASON FOR CONSIDERATION:** The City Council is requested to approve the execution of an interagency cost sharing agreement with the sewer contracting agencies within Inland Empire Utilities Agency's (IEUA) service area (the Cities of Chino, Chino Hills, Fontana, Montclair, Ontario, and Upland; and the Cucamonga Valley Water District) for costs related to negotiations for revisions to the Chino Basin Regional Sewage Service Contract. A copy of proposed Agreement No. 22-36 is attached for the City Council's review and consideration.

**BACKGROUND:** The Chino Basin Regional Sewage Service Contract dated October 19, 1994 expires on January 2, 2023. This contract provides sewer contracting agencies with the right to deliver all sewage collected by their respective community sewer systems to IEUA's Regional Sewerage System. IEUA has an obligation to receive all sewage produced by the contracting agencies into the Regional Sewerage System.

The contracting agencies desire to negotiate, revise, amend, and restate the Contract terms. Cucamonga Valley Water District is serving as the lead agency in this process. The cost-sharing agreement will ensure payment for attorney's fees and costs, consultant fees and expenses, and the preparation of documents and data to be used during said negotiations and the potential drafting and execution of Contract revisions.

The City works in close partnership with other retail agencies and regional entities responsible for providing high-quality and low-cost water, wastewater, and recycled water services for residents and businesses to support public health, quality of life, and economic growth. The cost-sharing agreement will ensure continued sewer services in the City and the sphere of influence.

**FISCAL IMPACT:** The contracting agencies agree to split the cost evenly between the agencies providing sewer services. The City's share of Agreement No. 22-36 is \$10,003 and would be funded with an appropriation from the Sewer Fund.

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

1. Approve Agreement No. 22-36 with sewer service providers within the IEUA service area for costs related to negotiations for revisions to the Chino Basin Regional Sewage Service Contract.
2. Authorize a \$10,003 appropriation from the Sewer Fund for costs related to Agreement No. 22-36.

**INTERAGENCY COST SHARING AGREEMENT**

This Interagency Cost Sharing Agreement ("Agreement") is dated as of April 1, 2022, by and between the Cucamonga Valley Water District, a public agency ("CVWD") and the following municipal corporations: City of Ontario ("Ontario"); City of Fontana ("Fontana"); City of Chino ("Chino"); City of Chino Hills ("Chino Hills"); City of Upland ("Upland"); and City of Montclair ("Montclair"). All of said parties are hereinafter sometimes collectively referred to as the "Parties" or individually as a "Party."

RECITALS

A. The Parties are parties to that certain Chino Basin Regional Sewage Service Contract dated as of October 19, 1994 ("Regional Contract"). The Regional Contract provides that the parties thereto shall have the right to deliver all sewage collected by their respective community sewer systems to the Regional Sewerage System and the Inland Empire Utilities Agency ("IEUA") shall have the obligation to receive into the Regional Sewerage System all sewage so delivered by the contracting parties. The term of the Regional Contract is due to expire on January 2, 2023. In addition, the Regional Contract provides for its periodic review and update;

B. The Parties desire to negotiate, and/or are negotiating, a revised, amended, and/or restated Regional Contract in order to address issues including, but not limited to, use of recycled water generated by the Regional Sewerage System and Chino Basin groundwater management ("Regional Contract Revisions");

C. The Parties desire to enter into this Agreement in order to set forth the terms and conditions for the sharing of costs to be incurred during the negotiation of the Regional Contract Revisions including, but not necessarily limited to, attorney's fees and costs; consultant fees and costs; and the preparation of documents and data to be used during said negotiation and the potential drafting and execution of Regional Contract Revisions (collectively, "Negotiation Costs").

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth in this Agreement, and for other good, valuable, and adequate consideration, the Parties hereto agree as follows:

1. Negotiation Cost Sharing Percentages

(a) Determination Of Percentages It is hereby acknowledged and agreed that solely for the purposes of determining cost sharing obligations under this Agreement, the Parties shall be deemed to have the percentages of rights and obligations under the Regional Contract as set forth below.

(b) Cost Sharing Between The Parties The Parties shall each be responsible for payment of the periodic and final payment requests under this Agreement as follows. CVWD shall develop a written statement regarding the Negotiation Costs which are due and owing for the

applicable time period (“Progress Payment”). Each Party shall be responsible for payment based on the following percentages:

- (i) CVWD 14.29%
- (ii) Ontario 14.29%
- (iii) Fontana 14.29%
- (iv) Chino 14.29%
- (v) Chino Hills 14.29%
- (vi) Upland 14.29%
- (vii) Montclair 14.29%

No Party shall be responsible for payment of any amounts in excess of its percentage shares as set forth herein, without the prior written consent of the Party being requested to pay such additional amount.

(c) Progress Payments CVWD shall provide a copy of the Progress Payment to each Party along with a cover letter setting forth the calculation of the percentage amount due and owing by each Party. Within thirty (30) days of the date of said cover letter, each Party shall submit payment to CVWD for each Party’s percentage share as set forth in this Agreement. If a Party objects to any portion of the statement or calculation, it shall provide written notice to CVWD of said objections within ten (10) days from the date of the cover letter and the applicable Parties shall then engage in good faith efforts to resolve such issues through informal discussions. In the event a Party does not submit such an objection within said 10-day period, said Party will be deemed to have approved said statement. In regard to any objection regarding the services performed by the provider of the service, the applicable Parties shall jointly seek to resolve such issues with that service provider.

(d) Not-To-Exceed The total amount of Negotiation Costs shall not exceed Seventy Thousand Dollars (\$70,000.00) without the prior written consent of all Parties as indicated by an amendment to this Agreement. It is hereby acknowledged and agreed that as of April 1, 2022, the amount of Negotiation Costs incurred is approximately Fifty Thousand Dollars (\$50,000.00).

2. Effective Date This Agreement shall be effective on the date of full execution of this Agreement by all Parties (“Effective Date”).

3. Term and Termination The term of this Agreement shall be from the Effective Date to the date of completion of negotiations for the Regional Contract Revisions. This Agreement shall remain in effect during the term unless earlier terminated under the following procedures:

(a) Notice and Opportunity to Cure If any Party to this Agreement believes that another Party has failed to perform any obligation of that Party in accordance with the terms of this Agreement (“Default”), the Party alleging the Default shall provide written notice (“Default

Notice”) to the other Party, setting forth the nature of the alleged Default. Unless otherwise provided by a specific term of this Agreement, the Party claimed to be in Default shall have ten (10) days after its receipt of the Default Notice to completely cure such Default. If the Party claimed to be in Default does not cure such Default within the time periods and procedures as set forth herein, the Party alleging Default may then terminate this Agreement as to said Party and/or pursue any other applicable legal remedies.

5. General Provisions

(a) Relationship of the Parties Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, or partnership or joint venture, or any association between any of the Parties, and none of the provisions contained in this Agreement or any act of the Parties shall be deemed to create any relationship other than as specified herein, nor shall this Agreement be construed, except as expressly provided herein, to authorize either Party to act as the agent for the other.

(b) Attorney Fees If any Party brings suit to enforce or to recover for breach of any term, covenant or condition contained herein, the prevailing Party shall be entitled to attorney fees in addition to the amount of any judgment, recovery, and costs.

(c) Entire Agreement This Agreement is intended by the Parties as a complete and exclusive statement of the terms of their agreement and it supersedes all prior agreements, written or oral, as to this subject matter. This Agreement may be modified only upon the mutual written agreement of the Parties hereto.

(d) Notices Written notices to be given to any Party must be given by personal delivery or by registered or certified mail addressed and delivered as set forth below. Other correspondence and invoices may be sent by first-class mail, addressed and delivered as set forth below:

Cucamonga Valley Water District

\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

City of Ontario

\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

City of Fontana

\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

City of Chino

\_\_\_\_\_

Attn: \_\_\_\_\_

City of Chino Hills

\_\_\_\_\_

Attn: \_\_\_\_\_

City of Upland

\_\_\_\_\_

Attn: \_\_\_\_\_

City of Montclair

\_\_\_\_\_

Attn: \_\_\_\_\_

(e) Representation of Authority Each Party represents to the other that it has the authority to enter into this Agreement and that the individual signing this Agreement on behalf of their respective Parties has the authority to execute this Agreement and to bind their respective Parties to the terms and conditions of this Agreement.

(f) Incorporation of Recitals The Recitals set forth above are incorporated herein and made an operative part of this Agreement.

(g) Invalidity and Severability If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

(h) Counterparts This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, each of the Parties have caused this Agreement to be executed by its respective duly authorized officers. The effective date of this Agreement shall be the date first above written.

(signatures are on the following pages)



CUCAMONGA VALLEY WATER DISTRICT

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

CITY OF ONTARIO

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

CITY OF FONTANA

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

CITY OF CHINO

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

CITY OF CHINO HILLS

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

CITY OF UPLAND

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

CITY OF MONTCLAIR

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_



# CITY COUNCIL AGENDA REPORT

**DATE:** MAY 2, 2022

**FILE I.D.:** STA819A

**SECTION:** CONSENT - AGREEMENTS

**DEPT.:** PUBLIC WORKS

**ITEM NO.:** 3

**PREPARER:** R. HOERNING

**SUBJECT:** CONSIDER AMENDING THE 2019-2024 CAPITAL IMPROVEMENT PROGRAM TO INCLUDE TRAFFIC SIGNAL UPGRADES AND TRAFFIC SIGNAL INTERCONNECT & BROADBAND FIBER OPTIC IMPROVEMENTS FOR BOTH THE ARROW HIGHWAY PROJECT AND THE CENTRAL AVENUE PROJECT

CONSIDER APPROVAL OF AGREEMENT NO. 22-37 WITH AGA ENGINEERS FOR THE PREPARATION OF PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF TRAFFIC SIGNAL UPGRADES AND TRAFFIC SIGNAL INTERCONNECT & BROADBAND FIBER OPTIC IMPROVEMENTS FOR THE ARROW HIGHWAY AND CENTRAL AVENUE PROJECTS, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY

CONSIDER AUTHORIZING A \$245,000 APPROPRIATION FROM 2021 LEASE REVENUE BOND PROCEEDS FOR COSTS RELATED TO AGREEMENT NO. 22-37 WITH AGA ENGINEERS FOR THE ARROW HIGHWAY AND CENTRAL AVENUE PROJECTS

CONSIDER AUTHORIZING A \$54,495 DESIGN SERVICE CONTINGENCY FOR TRAFFIC SIGNAL UPGRADES AND TRAFFIC SIGNAL INTERCONNECT & BROADBAND FIBER OPTIC IMPROVEMENTS FOR THE ARROW HIGHWAY AND CENTRAL AVENUE PROJECTS

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**REASON FOR CONSIDERATION:** The City Council is requested to consider taking actions related to the traffic signal upgrade and traffic signal interconnect & broadband fiber optic improvements for the Arrow Highway Project from the Police Department facility to Central Avenue and the Central Avenue Project from the COSTCO signal to Richton Street. Amendments to the Capital Improvement Program, agreement for professional services with the City, and appropriations of unbudgeted funds require City Council approval.

A copy of proposed Agreement No. 22-37 with AGA Engineers, Inc. is attached for City Council review and consideration.

**BACKGROUND:** On December 2, 2019, the City Council approved the City of Montclair Capital improvement Program for Fiscal Years 2019-20 through 2023-24 to provide assurance that long-range capital project objectives will receive proper consideration.

On October 18, 2021 and November 10, 2021, the City Council held workshops to discuss the 2021 Lease Revenue Bonds (LRB) Infrastructure projects. The workshops outlined a number of street improvement projects and other infrastructure projects, including the Arrow Highway Streetscape/Utility Undergrounding Project; Central Avenue Median and Pavement Rehabilitation Project; and the Citywide Broadband Infrastructure program.

Prior to implementing street median and pavement improvements, underground facilities should be constructed to minimize potential future street cuts, which degrade the quality and life expectancy of the public roadways.

AGA Engineers (AGA) is currently under contract with the City (Agreement No. 20-63) as

the on-call engineering firm responsible for reviewing traffic signal improvement projects and maintaining the traffic signal coordination of signalized intersections throughout the City. AGA designed the signal interconnect and fiber optic for Central Avenue (Phase I) Improvements. AGA has the best understanding of Montclair's traffic signal needs and as such were solicited to submit a fee proposal for engineering design of the Arrow Highway Project and the Central Avenue Project (Phase II) improvements.

These engineering services will provide for the development of the necessary operational upgrades (timing sheets/charts and integration) on Arrow Highway and the necessary construction documents to upgrade the existing traffic signals on Central Avenue to meet development requirements and current standards, and provide conduit and pull boxes for the traffic signal interconnection with fiber optic cable. The improvements will improve traffic signal operations and will assist the City's Information Technology Department in the future deployment of broadband service in areas adjacent to both Central Avenue and Arrow Highway, including service to the Montclair Police Station. The Central Avenue design service proposal also includes engineering to provide a fiber optic communication connection between City Hall and the Montclair Community Center.

The City is discussing a partnering project with Southern California Edison (SCE) to allow for the completion of Street Lighting and Traffic Signal Interconnect & Broadband Fiber Optic facilities in coordination with the SCE proposed Melara New Circuit System proposed in Arrow Highway from the existing substation to Benson Avenue. Additional funds are included in the requested contingency amount to provide for engineering design services to extend the traffic signal interconnection system from Central Avenue to Benson Avenue.

AGA will be responsible for preparing construction drawings involving the traffic signal improvements and incidental traffic work.

**FISCAL IMPACT:** The costs associated with Agreement No. 22-37 with AGA Engineering for work on the two projects total \$190,505. Staff is requesting an additional \$54,495 appropriation as a contingency in the event there is additional work required beyond the scope of services, for a total request of \$245,000. Funds for this contract would be provided by 2021 Lease Revenue Bond Proceeds.

**RECOMMENDATION:** Staff recommends the City Council take the following actions in relation to traffic signal upgrades and traffic signal interconnect & broadband fiber optic improvements for both the Arrow Highway Project and the Central Avenue Project:

1. Amend the 2019-2024 Capital Improvement Program to include the indicated traffic signal upgrades and improvements in the Projects;
2. Approve Agreement No. 22-37 with AGA Engineers for the preparation of plans and specifications for construction of traffic signal upgrades and traffic signal interconnect & broadband fiber optic improvements for the Projects, subject to any revisions deemed necessary by the City Attorney;
3. Authorize a \$245,000 appropriation from 2021 Lease Revenue Bond proceeds for costs related to Agreement No. 22-37 with AGA Engineers for the Projects; and
4. Authorize a \$54,495 design service contingency for traffic signal upgrades and traffic signal interconnect & broadband fiber optic improvements for the Projects.

**CITY OF MONTCLAIR**  
**AGREEMENT FOR CONSULTANT SERVICES**  
**FOR TRAFFIC ENGINEERING**

THIS AGREEMENT is made effective as of May 2, 2022, between the City of Montclair, a municipal corporation ("City") and AGA Engineers, 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 May 3, 2022 and shall remain and continue in effect for a period approximately three years, expiring on June 30, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

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

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **CITY MANAGEMENT**

City's City Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant.

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 A, attached hereto and incorporated herein by reference as though set forth in full, based upon actual time spent on the above tasks.

(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's City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(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 not less than thirty (30) calendar days' prior written notice. The Consultant may only terminate this Agreement for cause, and by giving the City prior notice in writing with a reasonable opportunity to cure any purported default. If the Agreement is terminated by the City, and provided Consultant is not then in breach, the Consultant shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and the Consultant shall have no other claim against the City by reason of such termination. The Agreement may be extended beyond the term only by the written agreement of both Parties prior to the expiration of the term of the Agreement.

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

**7. DEFAULT OF CONSULTANT**

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

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

**8. OWNERSHIP OF DOCUMENTS**

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

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

**9. INDEMNIFICATION**

(a) Defense, Indemnity and Hold Harmless. Consultant shall defend, indemnify, and hold harmless the City, its present and former officers, directors, employees, agents, staff, volunteers, mayor, council, boards, committees, and representatives, as broadly interpreted (collectively, the "Indemnified Parties"), of and from all claims, suits, demands, obligations, losses, damages, sums, or any other matters threatened or presently asserted, including but not limited to all legal fees, costs of defense and litigation expenses (including legal fees, expert fees and any other costs or fees, including those of adverse parties imposed on or sought against the Indemnified Parties), arising directly or indirectly out of any liability or claim of loss or

liability for personal injury, bodily injury to persons, contractual liability, errors or omissions, breach, failure to perform, damage to or loss of property, or any other loss, damage, injury or other claim of any kind or nature arising out of the work to be performed by Consultant herein, caused by or arising out of the negligent acts or omissions, or intentional misconduct of Consultant, including its subcontractors, employees, agents, and other persons or entities performing work for Consultant.

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

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

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

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

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

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

## 10. INSURANCE

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

(a) Types of Required Coverages

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

- (1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (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 \$5,000,000 for bodily injury and property damage, each accident. If Consultant owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and 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 \$5,000,000 each claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusion that may potentially affect the work to be performed.

(b) Endorsements

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

- (1) Commercial General Liability

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

Additional Insured Endorsements shall not:

1. Be limited to “Ongoing Operations”
2. Exclude “Contractual Liability
3. Restrict coverage to the “Sole” liability of Consultant
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 Consultant.

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

(3) Workers’ Compensation

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

(c) Notice of Cancellation

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

(d) Waiver of Subrogation

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

(e) Evidence of Insurance

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

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

(f) Deductible or Self-Insured Retention

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

(g) Contractual Liability/Insurance Obligations

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 Subconsultants/Subcontractors

Consultant shall be responsible for causing Subconsultants/Subcontractors 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 Subconsultants'/Subcontractors' 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 CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. 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 Building Maintenance Supervisor 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. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subConsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement. Further, Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by the Consultant. The Consultant's covenant under this Section shall survive the termination of this Agreement.

16. NOTICES

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

To City: Monica Heredia  
City Engineer  
City of Montclair  
5111 Benito Street  
Montclair, CA 91763

To Consultant: Chalap Sadam  
Vice-President  
AGA Engineers, Inc.  
211 East Imperial Highway, Suite 208  
Fullerton, CA 92835

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 Proposals, 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 Consultant. If no such claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

26. AUTHORITY TO EXECUTE THIS AGREEMENT

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

27. NO THIRD PARTY BENEFICIARIES

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

28. COST OF LITIGATION

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

29. AUTHORITY TO EXECUTE THIS AGREEMENT

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

30. COUNTERPARTS

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

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

**CITY OF MONTCLAIR**

**AGA ENGINEERS, INC.**

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

By: \_\_\_\_\_  
Name:  
Title:

Attest:

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

By: \_\_\_\_\_  
Name:  
Title:

Approved as to Form:

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



# CITY COUNCIL AGENDA REPORT

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**DATE:** MAY 2, 2022      **FILE I.D.:** TRN510  
**SECTION:** CONSENT - RESOLUTIONS      **DEPT.:** PUBLIC WORKS  
**ITEM NO.:** 1      **PREPARER:** M. HEREDIA

**SUBJECT:** CONSIDER ADOPTION OF RESOLUTION NO. 22-3343 APPROVING A FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS FOR FISCAL YEARS 2022-23 THROUGH 2026-27

CONSIDER ADOPTION OF RESOLUTION NO. 22-3346 APPROVING THE FIVE-YEAR LOCAL STREET CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2022-23 THROUGH 2026-27

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**REASON FOR CONSIDERATION:** The San Bernardino County Transportation Authority (SBCTA) requires each local jurisdiction to annually update its Five-Year Capital Project Needs Analysis (CPNA) and Local Street Capital Improvement Program (CIP). The City Council is requested to consider adopting Resolution Nos. 22-3343 and 22-3346 pursuant to SBCTA requirements. Copies of proposed Resolution Nos. 22-3343 and 22-3346 are attached for the City Council’s review and consideration.

**BACKGROUND:** Measure I, the 2010-2040 countywide transportation sales tax program, requires that each local jurisdiction applying for funds from the Valley Major Street and Valley Freeway Interchange Program annually adopt and update Five-Year CPNAs and CIPs. The CPNA differs from the Measure I CIP in that the CPNA contains only projects that are included in SBCTA’s Nexus Study Program. Projects in the CPNA typically include freeway interchange projects, arterial widening projects, and grade separation projects. Project funding also includes contributions from developers through the regional Development Impact Fee Program. The CPNA projects in the City of Montclair that make use of the Valley Major Street and Freeway Interchange Program funds include the reconstruction of the Monte Vista Avenue/I-10 Freeway Interchange Project and the Monte Vista/Union Pacific Grade Separation Project. The CIP list identifies the projects which will be funded by the local pass-through program.

**FISCAL IMPACT:** There is no immediate fiscal impact to the City with the adoption of Resolution Nos. 22-3343 and 22-3346. The CPNA, as its name implies, is a needs analysis allowing SBCTA to prioritize transportation improvement needs throughout the County. Having projects listed in the CPNA is not a guarantee that funds would be made available when needed, but failure to have a project listed would further delay funding until the project is listed. Measure I Local Pass-Through Program funds are received monthly and fund the projects listed on the Local Street Program. The City has been successful expediting construction of major infrastructure and utilized the available loan program from SBCTA to accelerate construction of improvements needed along Monte Vista Avenue. Future revenues from the SBCTA program will be used to pay the loan.

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

1. Adopt Resolution No. 22-3343 approving a Five-Year CPNA for Fiscal Years 2022-23 through 2026-27; and
2. Adopt Resolution No. 22-3346 amending the Five-Year Local CIP for Fiscal Years 2022-23 through 2026-27.

RESOLUTION NO. 22-3343

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ADOPTING THE MEASURE I FIVE-YEAR CAPITAL PROJECTS NEEDS ANALYSIS FOR FISCAL YEARS 2022/2023 THROUGH 2026/2027

WHEREAS, San Bernardino County voters approved passage of Measure I in November 2004, authorizing the San Bernardino County Transportation Authority to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino; and

WHEREAS, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 89-1 and Ordinance No. 04-1 of the Authority; and

WHEREAS, the Strategic Plan requires each local jurisdiction applying for revenue from certain Measure I Programs to annually adopt and update a Five-Year Capital Project Needs Analysis; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair hereby adopts the Measure I Five-Year Capital Project Needs Analysis for Fiscal Years 2022/2023 through 2026/2027, a copy of which is attached to this Resolution.

APPROVED AND ADOPTED this XX day of XX, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 22-3343 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2022, and that it was adopted by the following vote, to-wit:

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

\_\_\_\_\_  
Andrea M. Myrick  
City Clerk

**Capital Project Needs Analysis  
City of Montclair  
Valley Freeway Interchange Program**

Project Information		Nexus Project Cost \$ 5,850,000	Public Share: 81.1%	Dev. Share: 18.90%	Dev. Loan?		5-Year Advance?		
Phase	Funding	FY 22/23	FY 23/24	FY 24/25	Yes	No	FY 25/26	FY 26/27	FUTURE
<b>PA&amp;ED</b> Total Cost: Fund Type:	MSI Interchange	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	MI VFI	\$ 670,652.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	DEV FEE	\$ 212,948.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>PS&amp;E</b> Total Project Cost: Fund Type:	MSI Interchange	\$ 1,431,689.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	MI VFI	\$ 985,813.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	DEV FEE	\$ 256,588.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	OTHER	\$ 189,288.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>ROW</b> Total Cost: Fund Type:	MSI Interchange	\$ 2,940,367.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	MI VFI	\$ 2,231,739.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	DEV FEE	\$ 708,628.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>CONST</b> Total Cost: Fund Type:	MSI Interchange	\$ 9,302,018.00	\$ 6,420,709.00	\$ 4,280,475.00	\$ -	\$ -	\$ -	\$ -	\$ -
	MI VFI	\$ 1,948,833.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	DEV LOAN	\$ 3,809,047.00	\$ 8,183.00	\$ 80,436.00	\$ -	\$ -	\$ -	\$ -	\$ -
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Comments:</b>		Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCITA including anticipated FY 2021/2022 expenses.							

**RESOLUTION NO. 22-3346**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ADOPTING THE MEASURE I FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM AND EXPENDITURE STRATEGY FOR FISCAL YEAR 2022-23 TO FISCAL YEAR 2026-27**

**WHEREAS**, San Bernardino County voters approved passage of Measure I in November 2004, authorizing the San Bernardino County Transportation Authority (SBCTA) to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino; and

**WHEREAS**, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance 04-01 of the Authority, and

**WHEREAS**, the SBCTA's Measure I Strategic Plan requires each local jurisdiction applying for revenue from the Local Streets Program to annually adopt and update a Five-Year Capital Improvement Plan; and

**WHEREAS**, California Public Utilities Code 190300 and Ordinance No. 04-1 require each local jurisdiction to maintain General Fund expenditures for transportation-related construction and maintenance activities at the required Maintenance of Effort base year level in each fiscal year of the adopted Five-Year Capital Improvement Plan, which for the City of Montclair is \$894,728.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Montclair hereby adopts the Measure I Five-Year Capital Improvement Program and Expenditure Strategy for Fiscal Year 2022-23 to Fiscal Year 2026-27 attached to this resolution.

**APPROVED AND ADOPTED** this XX day of XX, 2022.

**ATTEST:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 22-3346 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2022, and that it was adopted by the following vote, to-wit:

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

\_\_\_\_\_  
Andrea M. Myrick  
City Clerk

CITY OF MONTCLAIR

**MEASURE I CAPITAL IMPROVEMENT PLAN**

**EXPENDITURE STRATEGY**

**Fiscal Year 2022/2023 to Fiscal Year 2026/2027**

The City of Montclair plans on using Measure I as matching funds for federal funds associated with the design and construction of the Central Bridge at the Union Pacific Railroad tracks. The funds will also be utilized to service the I-10/Monte Vista Interchange Term Loan Agreements in place. The City also intends to expend Measure I funds on maintenance of City streets to the extent permissible under SBCTA policies.

Jurisdiction:

Montclair

**Measure I Local Pass-through Program  
FIVE YEAR CAPITAL IMPROVEMENT PLAN  
Fiscal Years 2022/2023 thru 2026/2027**

Resolution Number:	22-3346
Resolution Approval Date:	2-May-22
Contact Person/Title:	Monica Henedia, PW Director
Phone:	908-625-6441
Email:	mhenedia@cityofmontclair.org

	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Next Study List? (Priority/Share %)	Estimated Total Project Cost	FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		FY2025/26 Est. Revenue		FY2026/27 Est. Revenue		Total Est. Rev.
					Current Estimate	Estimate	Current Estimate	Estimate	Current Estimate	Estimate	Current Estimate	Estimate	Current Estimate	Estimate	
<b>Projects:</b>															
Central Bridge Republiement - Consultant Fees	No	No	0.0%	\$652,815	\$85,859	\$276,408	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$62,266
I-10 Monte Vista Interchange Term Loan Agreement	No	No	0.0%	\$33,144,900	\$74,820	\$1,348,156	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,422,776
Pavement Rehabilitation - Citywide	No	No	0.0%	\$24,500,000	\$4,000,000	\$1,000,000	\$900,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,900,000
				<b>Projects Total:</b>	\$4,160,479	\$2,624,564	\$900,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,685,042
					150%		(Must not exceed 150% of Carryover Balance + Total Estimated Revenue)		Total Estimated Programming:						\$7,685,042





# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	MAY 2, 2022	<b>FILE I.D.:</b>	COV100/CYC125
<b>SECTION:</b>	CONSENT - RESOLUTIONS	<b>DEPT.:</b>	CITY MGR.
<b>ITEM NO.:</b>	2	<b>PREPARER:</b>	A. MYRICK
<b>SUBJECT:</b>	CONSIDER ADOPTION OF RESOLUTION NO. 22-3347 MAKING FACTUAL FINDINGS IN COMPLIANCE WITH AB 361 FOR THE CONTINUATION OF PUBLIC MEETING TELECONFERENCING DURING PUBLIC HEALTH EMERGENCIES FOR THE PERIOD OF MAY 2, 2022, THROUGH JUNE 1, 2022		

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**REASON FOR CONSIDERATION:** The City Council’s adoption of Resolution No. 22-3347 would extend the City’s remote public meeting procedures under AB 361 for an additional 30 days, expiring June 1, 2022.

**BACKGROUND:** Governor Newsom’s Executive Order N-29-20, which suspended and modified the Brown Act’s teleconferencing requirements during the COVID-19 pandemic, expired on September 30, 2021. On September 16, 2021, Governor Newsom signed AB 361 into law as an urgency bill and, four days later, executed an order delaying the application of AB 361 until October 2, 2021.

AB 361 permits legislative bodies of state and local entities to continue to meet virtually and remotely through telephonic and internet means (i.e., via teleconference) during a proclaimed state of emergency without having to meet the quorum, posting, physical location access, and other requirements of traditional teleconference meetings under the Brown Act. Under AB 361, a legislative body may hold entirely virtual meetings (or partially virtual meetings) until the end of the current state of emergency and during any future emergency declarations through January 1, 2024. However, to do so, the legislative body must make factual findings to continue teleconferencing every 30 days.

**FISCAL IMPACT:** There is no direct fiscal impact on the General Fund related to the City Council’s adoption of Resolution No. 22-3347.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 22-3347 making factual findings in compliance with AB 361 for the continuation of teleconferencing during public health emergencies for the period of May 2, 2022, through June 1, 2022.

RESOLUTION NO. 22-3347

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR STATING COMPLIANCE WITH THE PROVISIONS OF ASSEMBLY BILL 316 INCLUDING COMPLIANCE WITH ABBREVIATED TELECONFERENCE REQUIREMENTS FOR OPEN MEETINGS, AND MAKING FACTUAL FINDINGS REGARDING THE COVID-19 PUBLIC HEALTH EMERGENCY FOR THE PERIOD OF MAY 2, 2022, THROUGH JUNE 1, 2022**

**WHEREAS**, recognizing the continuing public health threat posed by the novel coronavirus, California Governor Gavin Newsom on September 16, 2021 signed Assembly Bill 361 (AB 361), an urgency law establishing procedures for the continuation of teleconferencing during public health emergencies, including the COVID-19 public health emergency; and

**WHEREAS**, the Montclair City Council, its standing committees, and the Montclair Planning and Community Activities Commissions may continue to meet virtually and remotely through telephonic and internet means (i.e., via teleconference) during a proclaimed state of emergency without having to meet the quorum, posting, physical location access and other requirements of traditional teleconference meetings under the Ralph M. Brown Act—Government Code (GC) sections (§§)54950-54963 (the "Brown Act") open meeting laws until the end of the current state of emergency and during any future state of emergency, up until January 1, 2024; and

**WHEREAS**, to continue meeting virtually, the Montclair City Council is required to make factual findings.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair hereby elects to use AB 361's abbreviated teleconferencing procedures where a state of emergency has been formally proclaimed, but only if at least one of the following three conditions apply, and this election shall hereby include its standing committees and the Montclair Planning and Community Activities Commissions:

1. State or local officials have imposed or recommended measures to promote social distancing at the time the legislative body holds the meeting to adopt AB 361 [GC §54953(e)(1)(A)]; or
2. The legislative body holds a meeting for the first time for the purpose of determining by majority vote whether, as a result of proclaimed state of emergency, meeting in person would present imminent risks to the health and safety of attendees [GC §54953(e)(1)(B)], or
3. The legislative body has determined (per the previous bullet) that, as a result of the proclaimed state of emergency, meeting in person would continue to present imminent risks to the health or safety of attendees [GC §54953(e)(1)(C)].

As to condition No. 1, immediately above:

- On March 16, 2020, the City Council adopted Resolution No. 20-3263 declaring that a local public health emergency exists in the City of Montclair. The public health emergency continues until Resolution No. 20-3263 is rescinded.
- On September 21, 2020, the City Manager introduced, and the City Council adopted, the *City Facilities Public Reopening, Health and Safety Plan. The Plan* introduced a strong, clear and detailed guidance to ensure public health and safety in City facilities. Protocols in *the Plan* are based on a variety of sources including, but not limited to, the federal government's *Opening America* plan, CDC Guidelines, State of California Guidance, EEOC Guidance for the workplace, and the Aspen Institute Return to Play COVID-19 Risk Assessment Tool. A copy of *the Plan* had been provided to each member of the City Council.

**BE IT FURTHER RESOLVED** that pursuant to AB 361, local legislative bodies electing to use the urgency bill's abbreviated teleconferencing procedures must make the following factual findings within 30 days after teleconferencing for the first time after the expiration of Executive Order No. N-29-20 on September 30, 2021, and every 30 days thereafter until January 1, 2024, or when Montclair City Council Resolution No. 20-3263 declaring a public health emergency is rescinded, whichever comes first:

1. The legislative body has reconsidered the circumstances of the state of emergency; and
2. Either of the following circumstances exist:
  - The state of emergency continues to directly impact the ability of the members to meet safely in person.
  - State or local officials continue to impose or recommend measures to promote social distancing.

As to condition No. 1, immediately above, this Resolution makes factual findings as follows:

- The City Council of the City of Montclair, in reconsideration of the circumstances of the public health emergency related to COVID-19, as expressed in Montclair City Council Resolution No. 20-3263, adopted March 16, 2020, declaring that a local public health emergency exists in the City of Montclair, remains in effect.

As to condition No. 2, immediately above, this Resolution makes factual findings as to the following:

- On September 21, 2020, the City Council adopted the ***City Facilities Public Reopening, Health and Safety Plan***, introducing a strong, clear and detailed guidance to ensure public health and safety in City facilities. Protocols in ***the Plan*** are based on a variety of sources including, but not limited to, the federal governments *Opening America* plan, CDC Guidelines, State of California Guidance, EEOC Guidance for the workplace, and the Aspen Institute Return to Play COVID-19 Risk Assessment Tool. Adoption of ***the Plan*** also incorporated guidance from the California Department of Public Health (CDPH) and the Centers for Disease Control and Prevention (CDC), including public health guidelines that promote personal responsibility for social distancing and compliance with face covering mandates, education on the need to avoid large gatherings, and promotion of protocols related to personal hygiene.

By adoption of this Resolution, the City Council of the City of Montclair reaffirms that it continues to impose measures in City facilities and at City-sponsored events to promote social distancing in compliance with the ***City Facilities Public Reopening, Health and Safety Plan***.

**BE IT FURTHER RESOLVED** that the City Council of the City of Montclair, its standing committees, and the Montclair Planning and Community Activities Commissions shall further comply with each of AB 361's abbreviated teleconference requirement for open meetings, including the following:

**1. Notice and agenda:**

- The City of Montclair shall provide notice and post agendas as otherwise required under the Brown Act (setting aside traditional teleconferencing requirements), and shall indicate on the notice the means by which the public may access the meeting and offer comment.
- The agenda shall identify and include an opportunity for all persons to attend via a call-in option or internet-based service. Further, (1) the agenda is not required to be posted at all teleconferencing locations, (2) public access does not need to be assured at all teleconference locations, (3) the notices and agenda do not need to list the teleconferencing locations of the members of the City Council, and (4) a quorum of the members of the City Council do not need to participate within physical boundaries of the City of Montclair.

**2. Public comment rules:** AB 361 instituted new rules for public comments for timed and untimed public comment periods during legislative body meetings.

- **Timed general public comment period:** The Montclair City Council, its committees, and the Montclair Planning and Community Activities Commissions provide members of the public a timed, general public comment period, and opportunity to register for public comment does not close until the set general public comment period has elapsed.

- **Untimed public comment period per agenda item:** The Montclair City Council, its committees, and the Montclair Planning and Community Activities Commissions provide for a timed, general public comment period.
  - **Timed public comment period per agenda item:** The Montclair City Council, its committees, and the Montclair Planning and Community Activities Commissions provide for a timed public comment period per agenda item.
3. **Prohibition against requirement for public comments to be submitted in advance.** The Montclair City Council, its committees, and the Montclair Planning and Community Activities Commissions comply with AB 361's prohibition against a local legislative body from requiring public comments to be submitted in advance of the meeting.
  4. **Registration for public comment:** The Montclair City Council, its committees, and the Montclair Planning and Community Activities Commissions comply with AB 361 by not imposing a requirement that a member of the public register for public comment before being allowed to provide public comment where a third-party platform (such as Zoom or Microsoft Teams) is employed.
  5. **Disrupted broadcasting procedures:** In the event there is a broadcasting disruption of a meeting of the Montclair City Council, its committees, or the Montclair Planning and Community Activities Commissions to the public by phone or by internet, the Montclair City Council, its committees, and the Montclair Planning and Community Activities Commissions will take no further action on agenda items until public access is restored.
  6. **Standing Committee:** Each standing committee of the Montclair City Council shall fall under the scope of AB 361.
  7. **Montclair Planning and Community Activities Commissions:** The Montclair Planning Commission and the Montclair Community Activities Commission shall fall under the scope of AB 361.

**BE IT FURTHER RESOLVED** that this action is exempt from review pursuant to the California Environmental Quality Act (CEQA) in accordance with State CEQA Guidelines Section 15061(b)(3), the "common sense" exemption that CEQA only applies to projects that have the potential for causing a significant effect on the environment.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of June 1, 2022, or such time as the City Council adopts a subsequent resolution in accordance with GC §54953(e)(3) to extend the time during which meetings may continue to be held remotely by teleconference in compliance with that section.

**APPROVED AND ADOPTED** this XX day of XX, 2022.

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 22-3347 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2022, and that it was adopted by the following vote, to-wit:

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

\_\_\_\_\_  
Andrea M. Myrick  
City Clerk

**MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON MONDAY,  
APRIL 18, 2022, AT 6:30 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 6:30 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 April 4, 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 April 4, 2022.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**

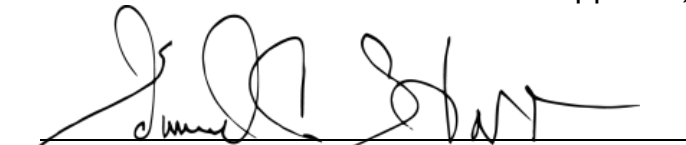
At 6:31 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 6:40 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 6:40 p.m., Mayor Pro Tem Ruh adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr  
City Manager

MINUTES OF THE REGULAR JOINT MEETING OF THE MONTCLAIR CITY COUNCIL, SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS, MONTCLAIR HOUSING AUTHORITY COMMISSION, AND MONTCLAIR COMMUNITY FOUNDATION BOARD HELD ON MONDAY, APRIL 18, 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

**Pastor Josh Matlock, Bethany Baptist Church** gave the invocation.

III. PLEDGE OF ALLEGIANCE

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

IV. ROLL CALL

Present: Mayor/Chair Dutrey; Mayor Pro Tem/Vice Chair 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

A. **Presentation of Donation by Aqua Ridge Senior Living of Funds Raised at Grand Opening Event to the Montclair Senior Center**

**Ms. Deborah Main** presented a large novelty check representing a \$250 donation to the Montclair Senior Center, which was raised during the grand opening event for **Aqua Ridge Senior Living**

Mayor Dutrey thanked **Ms. Main** for her donation and welcomed her business to the City.

B. **Proclamation Declaring April 29, 2022 as Arbor Day in the City of Montclair**

Mayor Dutrey declared April 29, 2022 as *Arbor Day* in the City of Montclair. He presented the proclamation to Director of Public Works/City Engineer Monica Heredia.

Director Heredia thanked Mayor Dutrey and stated with the adoption of this proclamation and holding an Arbor Day celebration, the City will be reinstated as a Tree City USA. She invited the community to participate in the Arbor Day celebration on Friday, April 29, when the City will be planting three fruit trees at Sunset Park.

C. **Proclamation Declaring April 2022 as “DMV/Donate Life California Month” in the City of Montclair**

Mayor Dutrey declared April 2022 as “DMV/Donate Life California Month” in the City of Montclair, and presented a proclamation to **Ms. Elisa Gonzalez, OneLegacy** ambassador.

**Ms. Gonzalez** thanked Mayor Dutrey. She and her guest shared stories of their family members whose untimely deaths provided life-saving organ donations to more than 20 individuals each.

VI. PUBLIC COMMENT

- A. **Ms. Ruby Long**, Field Representative for **San Bernardino County Fourth District Supervisor Curt Hagman**, announced **Supervisor Hagman** will host the next “Coffee with Curt” event on Saturday, April 23rd, from 9:00 to 10:30 a.m. at 3110-B Inland Empire

Boulevard. She also invited the community to a job fair and record expungement event on Thursday, May 12th, from 10:00 a.m. to 2:00 p.m. at the **Anthony Munoz Community Center**, located at 1240 W 4th Street, Ontario.

- B. **Mr. Clifton Harris** announced his candidacy for the office of San Bernardino County Sherriff and asked for the community's support in the upcoming June election, providing his background and qualifications.
- C. **Mr. Jose Perez**, resident, thanked the City for installing lighted stop signs, noting he believes they are working as intended. He also thanked the Police Department for stationing additional patrols around the schools to address traffic issues. He stated he feels the Safe Routes to School Plan should also address improving alleyways that are in poor condition because children often use them as shortcuts when walking to school. He expressed support for Council Member Lopez for his efforts with the Safe Routes to School initiative.
- D. **Mr. Bruce Culp**, resident, thanked the Mayor and City Council for supporting rent control at the mobile home parks and expressed his hope that future rent control measures could be implemented for other types of housing. He thanked Council Member Martinez for having the courage to stand up to bullying and stated Council Member Lopez needs to apologize to the two employees who filed complaints against him for his actions.
- E. **Ms. Lisa Guevara**, resident, listed several areas of concern related to the City including gentrification and erasure of agricultural, historical, and tribal influences in the City.

#### **VII. PUBLIC HEARINGS — None**

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

Mayor Dutrey entertained discussion on Item C-1 prior to the vote on the Consent Calendar at the request of Council Member Johnson.

Moved by Council Member/Director Lopez, seconded by Mayor Pro Tem/Vice Chair Ruh, and carried unanimously 5-0, the City Council approved the Consent Calendar, with discussion held on Item C-1:

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

###### **1. Special Meeting — April 4, 2022**

The City Council approved the minutes of the April 4, 2022 special meeting.

###### **2. Regular Joint Meeting — April 4, 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 April 4, 2022 regular joint meeting.

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

###### **1. Receiving and Filing of City Treasurer's Report**

The City Council received and filed the City Treasurer's Report for the month ending March 31, 2022.

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

The City Council approved the City Warrant Register dated April 18, 2022, totaling \$1,317,819.54; and the Payroll Documentation dated March 27, 2022, amounting to \$666,498.66 gross, with \$468,783.99 net being the total cash disbursement.

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

The City Council acting as successor to the Redevelopment Agency Board received and filed the Successor to the Redevelopment Agency Treasurer's Report for the month ending March 31, 2022.

**4. Approval of Successor Agency Warrant Register**

The City Council acting as successor to the Redevelopment Agency Board approved the Successor to the Redevelopment Agency Warrant Register dated 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.

**5. Receiving and Filing of MHC Treasurer's Report**

The MHC Board received and filed the MHC Treasurer's Report for the month ending March 31, 2022.

**6. Approval of MHC Warrant Register**

The MHC Board approved the MHC Warrant Register dated 03.01.22-03.31.22 in the amount of \$163,623.06.

**7. Receiving and Filing of MHA Treasurer's Report**

The MHA Commissioners received and filed the MHA Treasurer's Report for the month ending March 31, 2022.

**8. Approval of MHA Warrant Register**

The MHA Commissioners approved the MHA Warrant Register dated 03.01.22-03.31.22 in the amount of \$0.00.

**9. 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**

**Rescinding the Declaration of a 2003 Ford F-250 Pickup Truck (Unit 208) as Surplus for Placement Back into Service**

The City Council took the following actions:

- (a) Authorized 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.
- (b) Rescinded the declaration of a 2003 Ford F-250 pickup truck (unit 208) as surplus for placement back into service.

**C. Agreements**

**1. Amending the 2021-2022 Sewer Program to Add the 2017 Sewer Master Plan Update, Revision 1**

**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**

**Authorizing a \$25,000 Appropriation from the Sewer Fund for Costs Related to Agreement No. 22-27**

**Authorizing the City Manager to Amend the Scope of the Services as Necessary for a Contingency Amount Not to Exceed \$2,420**

Council Member Johnson asked if the Sewer Master Plan only covers north Montclair.

City Manager Starr indicated the Sewer Master Plan is a citywide plan; however, the current amendment is seeking to revise the plan for north Montclair where new development activity is anticipated, necessitating additional sewer lines.



The City Council took the following actions:

- (a) Amended the 2021–2022 Sewer Program to add the 2017 Sewer Master Plan Update, Revision 1.
- (b) Approved *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.
- (c) Authorized a \$25,000 appropriation from the Sewer Fund for costs related to *Agreement No. 22-27*.
- (d) Authorized the City Manager to amend the Scope of the Services as necessary for a contingency amount not to exceed \$2,420.

**2. 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**

The City Council approved *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.

**IX. PULLED CONSENT CALENDAR ITEMS — None**

**X. COUNCIL WORKSHOP**

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

The City Council continued this presentation 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 Department — Upcoming Events & Programs**

Human Services Director Richter thanked the community for its participation in the Outdoor Easter Eggstravaganza and To-Go Pancake Breakfast on Saturday, where it is estimated that over 1,000 attendees took part in the event. The **Ontario-Montclair Kiwanis Club** served 375 pancake breakfasts. She thanked staff from the Human Services, Information Technology, and Public Works Departments for their hard work and thanked the event's sponsors: the City of Montclair, **Women's Club of Montclair**, **Montclair Police Officers' Association**, and **Montclair Firefighters' Association**.

Director Richter also announced the re-opening of the Senior Center on May 2, 2022, for in-person senior lunch dining, crafts, and bunco. She advised meals will still be provided "to go" through June 30th by reservation, and the drive-thru program will be discontinued. She advised **Meals on Wheels** also needs more volunteers for one or two hours during lunch on Mondays, Thursdays, and Fridays to continue its delivery program to those in need.

**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)(1) Regarding Pending Litigation**

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

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

C. City Manager/Executive Director — No comments

D. Mayor/Chair

1. Consider Reorganization of City Council Committee/Liaison Assignments

Mayor Dutrey approved requests from and made nominations for Mayor Pro Tem Ruh to serve as a member on the Code Enforcement/Public Safety Committee; and for Council Member Martinez to serve as a member on the Public Works Committee and as alternate on the Inland Empire Utilities Agency Regional Sewerage Program Policy Committee.

Mayor Dutrey stated he would serve as a liaison to the Planning Commission and indicated the vacancy on the Planning Commission Interview Panel would remain unless there is a need for the panel to meet for an unscheduled vacancy before the end of the year.

Moved by Mayor Pro Tem Ruh, seconded by Council Member Johnson, and carried 5-0, the City Council approved the following committees and assignments as follows:

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

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

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

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

Mayor Dutrey announced there are four vacancies on the Community Activities Commission (CAC) and encouraged residents to apply at [www.cityofmontclair.org](http://www.cityofmontclair.org) by the deadline at 5:30 p.m. on May 18, 2022 at 5:30 p.m.

3. Mayor Dutrey made the following comments:

- (a) He was impressed with the Easter Eggstravaganza event and felt it was the best one yet.
- (b) He commended the Police Department on four recent arrests for some high-profile incidents including murders and assaults.
- (c) He attended the grand opening of **Tokyo Kitchen** and complimented the new owners on the interior remodel.
- (d) He stated he attended the ribbon-cutting ceremony for **Serrano Middle School's** new Wellness and Technology Center on April 5th and congratulated them on the new building.
- (e) He attended the groundbreaking ceremony for the **Village Partners' Village** at Montclair project two weeks ago and is excited to see the project moving forward.
- (f) He attended the City-County Conference and was impressed with the seminars.
- (g) He thanked the Fire Department for helping a victim escape from an overturned vehicle during an incident that took place recently at Mission Boulevard and Monte Vista Avenue.

- (h) He thanked Public Works staff for a great job removing prolific graffiti throughout the community.

#### E. Council Members/Directors

1. Mayor Pro Tem/Vice Chair Ruh made the following comments:

- (a) He thanked the Community Activities Commissioners for attending and volunteering at the Easter Eggstravaganza and stated he appreciated having live bunnies at the event for children to interact with.
- (b) He thanked and congratulated the Police Department for its investigative efforts paying off.
- (c) He congratulated **Serrano Middle School** for its new technology and wellness building.
- (d) He shared the story of **Mr. Jose Hernandez**, a particularly memorable speaker at the City-County Conference who was raised by a migrant family working on farms in the area. **Mr. Hernandez's** family settled in Stockton, California so that he could have a stable environment and attend school. Thanks to their sacrifice, **Mr. Hernandez** became an astronaut, and his family now owns a vineyard like the ones they used to work at.

2. Council Member/Director Lopez made the following comments:

- (a) He attended the ribbon cutting ceremony of the new Wellness and Technology Center for **Serrano Middle School**, noting it is the second such center in Montclair with the first being at **Vernon Middle School**. He added the students participated in a live national competition during the event.
- (b) He reported on **Montclair Little League's** successful Easter egg hunt held this weekend, which included a softball tournament for adults.
- (c) He reported upcoming freeway construction that may impact commuters including a full freeway closure at Euclid Avenue twice on Friday, April 29th, and Saturday, April 30th, from 11:00 p.m. to 10:00 a.m. the following days. He advised traffic on Central and Mountain Avenues will be heavily impacted.

3. Council Member/Director Johnson made the following comments:

- (a) The "Jaws of Life" that the City purchased last year were used by the Fire Department to save the victim during the incident to which Mayor Dutrey earlier alluded, and she learned that without it, the victim would have surely died.
- (b) She thanked the Human Services and Public Works Departments for their work transforming Alma Hofman Park for the Easter Eggstravaganza.
- (c) She expressed her appreciation for Code Enforcement staff for addressing at least two hoarding incidents and helping homeless individuals find housing.

4. Council Member/Director Martinez made the following comments stated her three-year-old loved the Easter event and emphasized just how important events like this are to our small community. She thanked all who contributed to the successful event including Police officers, Firefighters, CAC volunteers, and the younger recreation staff members who engaged with kids during the event.

**F. Committee Meeting Minutes**

**1. Minutes of Personnel Committee Meeting of April 4, 2022**

The City Council received and filed the minutes of the Personnel Committee meeting of April 4, 2022, for informational purposes.

At 8:04 p.m., Council Member/Director Lopez left the meeting.

**XII. CLOSED SESSION**

At 8:05 p.m., the City Council went into closed session to discuss pending litigation.

**XIII. CLOSED SESSION ANNOUNCEMENTS**

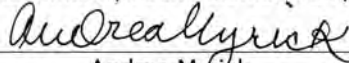
At 8:36 p.m., the City Council returned from closed session. Mayor Dutrey announced the City Council met in closed session to discuss pending litigation; information was received and direction given to staff; and no further announcements would be made at this time.

**XIV. ADJOURNMENT**

At 8:36 p.m., Chair Dutrey adjourned the Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board.

At 8:36 p.m., Mayor Dutrey adjourned the City Council to Monday, May 2, 2022, at 5:45 p.m. in the City Council Chambers for a Council Workshop presentation about the San Antonio Creek Trail Conceptual Plan by Alta Planning + Design, Inc.

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



Andrea Myrick  
City Clerk