

CITY OF MONTCLAIR

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

AGENDA

MONDAY, NOVEMBER 7, 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, November 7, 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 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

VI. PUBLIC COMMENT

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

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

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

VII. PUBLIC HEARINGS — None

VIII. CONSENT CALENDAR

A. Approval of Minutes

1. Regular Joint Meeting — October 17, 2022 [CC/SA/MHC/MHA/MCF]

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B. Administrative Reports	
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2. Consider Authorizing the Purchase of One KME Custom Type-1 Pumper Apparatus in the Total Amount of \$838,070.48 [CC]	
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C. Agreements	
1. Consider Award of Contract to G&S Carpet Mills, Inc. in the Amount of \$64,451.72 with a \$9,548.28 Contingency for City Hall Flooring Services [CC]	
Consider Approval of Agreement No. 22-98 with G&S Carpet Mills, Inc., for City Hall Flooring Services, Subject to Any Revisions Deemed Necessary by the City Attorney [CC]	
Consider Authorizing a \$74,000 Appropriation from the Building Maintenance Reserve Fund for City Hall Flooring Services [CC]	11
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IX. PULLED CONSENT CALENDAR ITEMS

X. BUSINESS ITEMS — None

XI. COMMUNICATIONS

A. Department Reports — None

B. City Attorney

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

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

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

Kresback v. Hamilton, City of Montclair, et al.

Borra v. City of Montclair

Wheeler v. City of Montclair

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

Agency: City of Montclair

Employee Management

Associations: Montclair City Confidential Employees Association
 Montclair General Employees Association
 Montclair Fire Fighters Association
 Montclair Police Officers Association

C. City Manager/Executive Director

D. Mayor/Chairperson

E. Council Members/Directors

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

1. Public Works Committee Meeting — August 18, 2022 [CC] 37
2. Personnel Committee Meeting — October 17, 2022 [CC] 42

XII. CLOSED SESSION

XIII. CLOSED SESSION ANNOUNCEMENTS

XIV. ADJOURNMENT

The next regular joint meeting of the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board will be held on Monday, November 21, 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 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. 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, November 3, 2022.



CITY COUNCIL AGENDA REPORT

DATE:	NOVEMBER 7, 2022	FILE I.D.:	FIN540
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	FINANCE
ITEM NO.:	1	PREPARER:	L. LEW/V. FLORES
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION		

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

BACKGROUND: Mayor Pro Tem Ruh has examined the Warrant Register dated November 7, 2022; and the Payroll Documentation dated October 23, 2022, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated November 7, 2022, totals \$2,326,514.79.

The Payroll Documentation dated October 23, 2022 totals \$749,309.44 gross, with \$500,940.67 net being the total cash disbursement.

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



CITY COUNCIL AGENDA REPORT

DATE: NOVEMBER 7, 2022 **FILE I.D.:** FRD215/VEH450
SECTION: CONSENT - ADMIN. REPORTS **DEPT.:** FIRE
ITEM NO.: 2 **PREPARER:** R. DIERCK
SUBJECT: CONSIDER AUTHORIZING THE PURCHASE OF ONE KME CUSTOM TYPE-1 PUMPER APPARATUS IN THE TOTAL AMOUNT OF \$838,070.48

CONSIDER AUTHORIZING AN \$838,070.48 APPROPRIATION FROM THE EQUIPMENT REPLACEMENT FUND FOR THE PURCHASE OF ONE KME CUSTOM TYPE-1 PUMPER APPARATUS

REASON FOR CONSIDERATION: Several fire engines in the Montclair Fire Department’s fleet are aging and in need of replacement. The purchase of a new Kovatch Mobile Equipment Corporation (KME) Type-1 pumper apparatus, or fire engine, would enhance firefighter safety and offer a modern firefighting platform to protect Montclair’s residents and businesses. The City Council is requested to consider authorizing the purchase of one KME Type-1 pumper apparatus.

BACKGROUND: The City has begun its growth skyward with taller and denser commercial and housing developments. The roads are becoming more narrow and turns at intersections are becoming tighter to provide more space for families, parks, recreation, and businesses in confined areas. If Montclair is to provide efficient and effective fire service, the Fire Department must have the ability to navigate these tighter roadways. A compact fire engine with a smaller overall turning radius is therefore necessary to maneuver in these dense communities.

The Department’s current reserve Type-1 fire engines do not meet state or federal emission standards. Obtaining a Type-1 compact fire engine would help protect emergency personnel from exposure to harmful exhaust emissions due to better emission controls. The Montclair Fire Department responds to over 4,600 calls per year, and a new Type-1 fire engine would reduce harmful vehicle exhaust emissions, which is consistent with the Department’s intent to enhance safety for firefighters and the public and meet the Department’s firefighting and emergency response needs.

Moreover, the Department’s aging fleet has required an increase in repairs. These ongoing repairs affect the Department’s ability to effectively and efficiently provide fire services due to the rise in cost of parts, availability of parts, and the time each apparatus spends out of service to allow for repairs. After being able to demo a variety of new engines from different vendors, the Department concluded that a KME custom Type-1 pumper apparatus would be most suitable for the Department’s needs. Currently, the Department has two KME engines in its fleet. Staff is familiar and knowledgeable with KME designs, making maintenance and repairs easier. Also, KME is a local vendor, which would aid in expediting outside repairs, if needed. A new KME compact Type-1 fire engine would be built according to the build specifications indicated in KME’s response to the County of San Bernardino’s Request for Proposal dated September 15, 2017. San Bernardino County Fire Department’s current KME fire engine was built according to these specifications and has been in service for the past five years. It has held up to rigorous demands that are consistent with the demands of the Montclair community.

Department staff was able to demo San Bernardino County's KME Type-1 fire engine and confirmed that this design would meet the needs of the Department.

The Department applied for an Assistance to Firefighters Grant (AFG) in December 2021 requesting federal funds to purchase a new KME Type-1 fire engine. However, to date, the Montclair Fire Department has not been selected to receive an AFG award. At this time, in accordance with the direction given by the City Council earlier this year, the Department is requesting to move forward with the purchase of a new KME custom Type-1 fire engine. If approved, the purchase of a new KME Type-1 fire engine would greatly update the Department's currently outdated fleet.

FISCAL IMPACT: If authorized by the City Council, funding for the purchase of one KME custom Type-1 pumper apparatus would result in an expenditure of \$838,070.48 from Equipment Replacement Fund 1750. KME is offering a prepayment discount of \$18,000, which reduces the overall sales tax amount as well. If the pumper apparatus is not prepaid in full, the cost would increase to \$857,690.48.

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

1. Authorize the purchase of one KME custom Type-1 pumper apparatus in the total amount of \$838,070.48.
2. Authorize an \$838,070.48 appropriation from the Equipment Replacement Fund for the purchase of one KME custom Type-1 pumper apparatus.



CITY COUNCIL AGENDA REPORT

DATE: NOVEMBER 7, 2022 **FILE I.D.:** FDR200
SECTION: CONSENT - ADMIN. REPORTS **DEPT.:** PUBLIC WORKS
ITEM NO.: 3 **PREPARER:** R. HOERNING
SUBJECT: CONSIDER APPROVAL OF THE FILING OF A NOTICE OF COMPLETION WITH THE SAN BERNARDINO COUNTY RECORDER FOR THE FIRE STATION NO. 2 LANDSCAPING PROJECT CONSTRUCTED BY MARIPOSA LANDSCAPES, INC.

CONSIDER AUTHORIZING RELEASE OF RETENTION 30 DAYS AFTER RECORDATION OF NOTICE OF COMPLETION, REDUCTION OF FAITHFULL PERFORMANCE BOND TO 10 PERCENT, AND RELEASE OF PAYMENT BOND AFTER NINE MONTHS SUBJECT TO CITY ATTORNEY APPROVAL

REASON FOR CONSIDERATION: State law requires the filing of a Notice of Completion with the County Recorder’s Office upon completion and acceptance of a Public Works Project. The City Council is requested to consider accepting the work, approving of filing the Notice of Completion with the San Bernardino County Recorder, and taking related actions concerning the Fire Station No. 2 Landscaping Project.

BACKGROUND: On July 18, 2022, Mariposa Landscapes, Inc. was awarded a construction contract for Fire Station No. 2 Landscaping Project and entered into Agreement No. 22-55 with the City. The Fire Station No. 2 Landscaping Project included the construction of hardscape improvement, a new drip irrigation system, the installation of drought-tolerant plants, and site lighting improvements. Mariposa Landscapes, Inc. was awarded a construction contract for \$47,558, and the City Council authorized a construction contingency of \$12,442, bringing the total award authority to \$60,000.

During the course of construction, the contractor was directed to make some adjustments to the design, resulting in additions and deletions in the scope of work. To assist the contractor and facilitate the electrical/lighting work at Fire Station No. 2 and provide a rugged and robust light system, this work was removed from the project. The various adjustments resulted in an overall reduction in the construction contract price. The electrical and lighting equipment was purchased directly by the City and installed by City staff.

Mariposa Landscapes, Inc. has satisfactorily completed the required improvements. The City can accept the work, file the notice of completion, release retention after 30 days, and reduce the Faithful Performance Bond to 10 percent. The City will retain the Payment Bond for nine (9) months and release it thereafter, provided no liens or stop notices are filed against the project as determined by the City Attorney. This project includes a 120 calendar day plant establishment and contractor maintenance period.

FISCAL IMPACT: The overall construction contract cost for the Fire Station No. 2 Landscaping Improvements was \$46,537.01. The electrical and lighting materials and labor performed by City staff cost will be approximately \$5,360.00. Thus, the total construction cost was \$51,897.01, well within the awarded authority of \$60,000.

RECOMMENDATION: Staff recommends that the City Council take the following actions related to the Fire Station No. 2 Landscaping Project:

1. Approve the filing of a Notice of Completion with the San Bernardino County Recorder for the Project constructed by Mariposa Landscapes, Inc.
2. Authorize release of retention 30 days after recordation of Notice of Completion, reduction of faithful performance bond to 10 percent, and release of payment bond after nine months subject to City Attorney approval.

RECORDING REQUESTED BY:

City of Montclair

AND WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO:

NAME: **City of Montclair**

STREET ADDRESS: **5111 Benito Street**

CITY, STATE & ZIP CODE: **Montclair, CA 91763**

Government Code 6103

(Space above this line for Recorder's Use Only)

NOTICE OF COMPLETION

NOTICE is hereby given that: The undersigned is the owner of an interest of estate in the hereinafter described property, the nature of which said interest or estate is:

fee

The full name and address of the undersigned is
Monica Heredia, P.E.
Public Works Director/City Engineer
5111 Benito Street
Montclair, CA 91763

The work was completed on that certain work known as:

Fire Station No. 2 – Landscaping Project

for the undersigned City of Montclair, 7th day of November 2022
a Municipal Corporation, on the

The City accepted the job on the 7th day of November 2022

The Contractor on said job was
Mariposa Landscapes, Inc.
6232 Santos Diaz Street
Irwindale, CA. 91702

The improvement consisted of: Minor site preparation, installation of drought tolerant landscape plants, hardscape, and drip irrigation improvements.

The property upon which said work of improvement was completed is described as Address:

10825 Monte Vista Avenue, Montclair, CA. 91763

(1011-311-14-0000)

VERIFICATION

I, the undersigned, say that I am agent for the owner of the aforesaid interest or estate in the property described in the above notice. I have read the foregoing notice and know and understand the contents thereof, and the facts stated herein are true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: November 7, 2022 at 5111 Benito Street, Montclair, California

Monica Heredia, P.E.
Public Works Director/City Engineer



CITY COUNCIL AGENDA REPORT

DATE: NOVEMBER 7, 2022 **FILE I.D.:** PDT360
SECTION: CONSENT - ADMIN. REPORTS **DEPT.:** POLICE
ITEM NO.: 4 **PREPARER:** D. CARCUZ

SUBJECT: CONSIDER AUTHORIZING THE PURCHASE OF PERPETUAL AWARD PLAQUES, FRAMES, AND AN ORGANIZATIONAL CHART FOR THE POLICE DEPARTMENT IN THE TOTAL AMOUNT OF \$15,000

CONSIDER AUTHORIZING A \$15,000 APPROPRIATION FROM THE STATE ASSET FORFEITURE FUND FOR THE PURCHASE OF SAID ITEMS

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing the purchase of perpetual award plaques, frames, and an organizational chart, and to authorize a \$15,000 appropriation from the State Asset Forfeiture Fund for said items.

BACKGROUND: When the police station was built in 2008, not all of the framed awards and photos from the old station were displayed in the new station. Staff would like to update these frames and awards to the contemporary style of the station. Also, there are no perpetual award plaques, historical or current personnel photos, or an organizational chart of the Department on display. Therefore, the Department is requesting to use State Asset Forfeiture funds to purchase perpetual award plaques, frames, and an organizational chart.

The perpetual award plaques would honor Department personnel, both past and present, who have gone above and beyond for the community and the citizens of Montclair. The photo frames currently used in the Department are outdated, do not reflect the current interior design of the station, and are no longer being manufactured. Purchasing new frames would allow the department to update the frames of existing photographs and add new ones while keeping a consistent style. Lastly, as the Department continues to grow and change, an organizational chart is beneficial in identifying new personnel as well as the patrol teams to which sworn personnel are assigned.

The Department currently purchases its individual award plaques for its award recipients from Badge Frame, Inc. This company has the Department's current badge design, patch design, verbiage, and required specifications, and is thus the selected vendor for this purchase at a cost of \$15,000.

FISCAL IMPACT: If authorized by the City Council, funding for the award plaques, frames, and organizational chart would result in an appropriation from the Asset Forfeiture State Fund 1140 in the amount of \$15,000. Badge Frame, Inc. quoted \$14,240, but staff is requesting an additional \$760 for miscellaneous parts such as picture hangers and other framed artwork or awards that staff may choose to update and display that are currently not accounted for in the quote.

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

1. Authorize the purchase of award plaques, frames, and an organizational chart in the total amount of \$15,000; and
2. Authorize a \$15,000 appropriation from the State Asset Forfeiture Fund to pay for the perpetual award plaques, frames, and an organizational chart.



CITY COUNCIL AGENDA REPORT

DATE: NOVEMBER 7, 2022 **FILE I.D.:** PUB355

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

ITEM NO.: 1 **PREPARER:** M. PARADIS

SUBJECT: CONSIDER AWARD OF CONTRACT TO G&S CARPET MILLS, INC. IN THE AMOUNT OF \$64,451.72 WITH A \$9,548.28 CONTINGENCY FOR CITY HALL FLOORING SERVICES

CONSIDER APPROVAL OF AGREEMENT NO. 22-98 WITH G&S CARPET MILLS, INC., FOR CITY HALL FLOORING SERVICES, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY

CONSIDER AUTHORIZING A \$74,000 APPROPRIATION FROM THE BUILDING MAINTENANCE RESERVE FUND FOR CITY HALL FLOORING SERVICES

REASON FOR CONSIDERATION: The City Council is requested to consider the award of a contract and approval of Agreement No. 22-98 with G&S Carpet Mill, Inc. in the amount of \$64,451.72, including a contingency amount of \$9,548.28 for City Hall flooring services. The total contract amount for this maintenance project is estimated at \$74,000.

A copy of proposed Agreement No. 22-98 is attached for the City Council review and consideration.

BACKGROUND: Staff posted a Request for Bid Proposals (RFB) on Planet Bids on June 9, 2022, for City Hall Flooring Services to replace the carpeting in City Hall. The following bid proposals were received:

<i>Contractor</i>	<i>Bid Amount</i>
G&S Carpet Mills, Inc.	\$78,457.00
Rod West Floor Covering, LLC.	\$78,750.00
Pub Construction, Inc.	\$94,574.43

The three bid proposals received were higher than anticipated and staff re-issued a revised RFB with different requirements to save on installation costs. The revised RFB was sent to the three original bidders on October 3, 2022. On October 31, 2022, staff received two bid proposals as follows:

<i>Contractor</i>	<i>Bid Amount</i>
G&S Carpet Mills, Inc.	\$64,451.72
Rod West Floor Covering, LLC.	\$78,000.00

Staff reviewed the two bid proposals for completeness and accuracy. The bid proposal from G&S Carpet Mills, Inc. provided all required documents and was deemed the lowest responsible, responsive bidder for the project.

The anticipated duration of this project is 30 working days. The work is expected to begin in December 2022 and be completed in January 2023.

FISCAL IMPACT: The Building Maintenance Reserve Fund has sufficient funds to cover

the costs of this maintenance project.

RECOMMENDATION: Staff recommends that the City Council take the following actions in relation to the City Hall flooring services:

1. Award a contract to G&S Carpet Mills, Inc. in the amount of \$64,451.72 with a \$9,548.28 contingency for City Hall Flooring Services.
2. Approve Agreement No. 22-98 with G&S Carpet Mills, Inc. for City Hall Flooring Services, subject to any revisions deemed necessary by the City Attorney.
3. Authorize a \$74,000 appropriation from the Building Maintenance Reserve Fund to cover costs for City Hall Flooring Services.

KNOW ALL MEN BY THESE PRESENTS: That the following Agreement is made and entered into as of the date executed by the City Clerk and the Mayor, by and between **G&S Carpet Mills, INC.**, a **CORPORATION**, hereinafter referred to as "CONTRACTOR" and the CITY OF MONTCLAIR, hereinafter referred to as "CITY."

A. Recitals.

- (i) Pursuant to Notice Inviting Bid Proposals, bids were received, opened, and declared on the date specified in said notice.
- (ii) CITY did accept the bid proposal of CONTRACTOR.
- (iii) CITY has authorized the City Clerk and Mayor to enter into a written contract with CONTRACTOR for furnishing labor, equipment, and material for the construction of:
- (iv)

CITY HALL FLOORING SERVICES

"PROJECT" hereinafter.

B. Resolution.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do all work contemplated and embraced for the PROJECT. Said PROJECT to be performed in accordance with specifications and standards on file in the Office of the City Engineer and in accordance with bid prices hereinafter mentioned and in accordance with the instructions of the Engineer.
2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The aforesaid specifications are incorporated herein by reference thereto and made a part hereof with like force and effect as if all of said documents were set forth in full herein. Said documents, the Notice Inviting Bids, the Instructions to Bidders, the Proposal and any City-issued addenda, together with this written Agreement, shall constitute the contract between the parties. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written Agreement, the provisions of this written Agreement shall control.
3. TERMS OF CONTRACT: The CONTRACTOR agrees to execute the contract within thirty (30) calendar days from the date of notice of award of the contract and to complete his portion of PROJECT within the time specified. CONTRACTOR agrees further to the assessment of liquidated damages in the amount of \$500 for each calendar day PROJECT remains incomplete beyond the expiration of the completion date. CITY may deduct the amount thereof from any moneys due or that may become due the

CONTRACTOR under this contract. Progress payments made after the scheduled date of completion shall not constitute a waiver of liquidated damages.

4. GOVERNING LAW: The City and Contractor 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.

5. INSURANCE: The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been obtained. The CONTRACTOR shall take out and maintain at all times during the life of this contract the following policies of insurance:

a. Compensation Insurance: Before beginning work, the CONTRACTOR shall furnish to the Engineer a policy of insurance or proper endorsement as proof that he has taken out full compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

In accordance with the provisions of §3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONTRACTOR, prior to commencing work, shall sign and file with CITY a certification as follows:

"I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

b. For all operations of the CONTRACTOR or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

- (1) Public Liability - Bodily Injury (not auto) \$1,000,000 each person; \$2,000,000 each accident.
- (2) Public Liability - Property Damage (not auto) \$500,000 each accident; \$1,000,000 aggregate.
- (3) Contractor's Protective - Bodily Injury \$1,000,000 each person; \$2,000,000 each accident.
- (4) Contractor's Protective - Property Damage \$500,000 each accident; \$1,000,000 aggregate.
- (5) Automobile - Bodily Injury \$1,000,000 each person; \$2,000,000 each accident.

- (6) Automobile - Property Damage \$500,000 each accident.
- c. The policy of insurance provided for in subparagraph a. shall contain an endorsement which:
 - (1) Waives all right of subrogation against all persons and entities specified in subparagraph 4.d.(2) hereof to be listed as additional insureds in the policy of insurance provided for in paragraph b. by reason of any claim arising out of or connected with the operations of CONTRACTOR or any subcontractor in performing the work provided for herein;
 - (2) Provides it shall not be canceled or altered without thirty (30) days' written notice thereof given to CITY by registered mail.
- d. Each such policy of insurance provided for in paragraph b. shall:
 - (1) Be issued by an insurance company approved in writing by CITY, which is qualified to do business in the State of California;
 - (2) Name as additional insureds the CITY, its officers, agents and employees, and any other parties specified in the bid documents to be so included;
 - (3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;
 - (4) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until thirty (30) days after receipt by CITY of a written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."
 - (5) Otherwise be in form satisfactory to CITY.
- e. The CONTRACTOR shall at the time of the execution of the contract present the original policies of insurance required in paragraphs a. and b., hereof, or present an endorsement of the insurance company, showing the issuance of such insurance, and the additional insureds and other provisions required herein.

6. CONTRACTOR'S LIABILITY: The City of Montclair and its respective officers, agents and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the project or any part thereof, or for any of the materials or other things used or employed in performing the project; or for injury or damage to any person or persons, either workmen, employees of the CONTRACTOR or his subcontractors or the public, whatsoever arising out of or in connection with the

performance of the project. The CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY during the progress of the project or at any time before its completion and final acceptance.

The CONTRACTOR will indemnify CITY against and will hold and save CITY harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of the CONTRACTOR, his agents, employees, subcontractors, or invitees provided for herein, whether or not there is concurrent passive or active negligence on the part of CITY, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY, and in connection therewith:

- a. The CONTRACTOR will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.
- b. The CONTRACTOR will promptly pay any judgment or award rendered against the CONTRACTOR or CITY covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the CONTRACTOR hereunder or reasonable settlement in lieu of judgment or award, and the CONTRACTOR agrees to save and hold the CITY harmless therefrom.
- c. In the event CITY is made a party to any action or proceeding filed or prosecuted against the CONTRACTOR for damages or other claims arising out of or in connection with the project, operation, or activities of the CONTRACTOR hereunder, the CONTRACTOR agrees to pay to CITY any and all costs and expenses incurred by CITY in such action or proceeding together with reasonable attorneys' fees.

Money due to the CONTRACTOR under and by virtue of the contract, as shall be considered necessary by CITY, may be retained by CITY until disposition has been made of such actions or claims for damage as aforesaid.

7. NONDISCRIMINATION: No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, sexual preference, sexual orientation, or religion of such persons, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of § 1735 of said Code.

8. INELIGIBLE SUBCONTRACTORS: The CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform on the project pursuant to § 1777.1 and § 1777.7 of the Labor Code.

9. CONTRACT PRICE AND PAYMENT: CITY shall pay to the CONTRACTOR for furnishing the material and doing the prescribed work the unit prices set forth in accordance with CONTRACTOR's Proposal dated October 31, 2022.

10. ATTORNEYS' FEES: In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CONTRACTOR

CITY

G&S Carpet Mills, INC.
3205 Pomona Blvd.
Pomona, CA 91768

CITY OF MONTCLAIR, CALIFORNIA
5111 Benito Street
Montclair, CA 91763

By: _____
Ali Gorginfar
President

By: _____
Javier "John" Dutrey
Mayor

ATTEST:

By: _____
Raheleh Gorginfar
Corporate Secretary

By: _____
Andrea M. Myrick
City Clerk

APPROVED AS TO FORM:

By: _____
Diane E. Robbins
City Attorney



CITY COUNCIL AGENDA REPORT

DATE:	NOVEMBER 7, 2022	FILE I.D.:	GRF050
SECTION:	CONSENT - AGREEMENTS	DEPT.:	POLICE
ITEM NO.:	2	PREPARER:	M. BUTLER

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 22-102 WITH GRAFFITI TRACKER INC. FOR CONTINUED USE OF ITS DATABASE TO TRACK AND ANALYZE GRAFFITI, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY

CONSIDER AUTHORIZING A \$3,300 APPROPRIATION FROM THE PROP 30/AB 109 FUND FOR COSTS ASSOCIATED WITH AGREEMENT NO. 22-102

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 22-102 with Graffiti Tracker Inc. for continued use of its database to track and analyze graffiti and to authorize a \$3,300 appropriation from the Prop 30/AB 109 Fund to pay the costs associated with the agreement.

A copy of proposed Agreement No. 22-102 is attached for the City Council's review and consideration.

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

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

FISCAL IMPACT: If authorized by the City Council, funding for Agreement No. 22-102 would result in an appropriation and expenditure from the Prop 30/AB 109 Fund (1141) in the amount of \$3,300.

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

1. Approve Agreement No. 22-102 with Graffiti Tracker Inc. for continued use of its database to track and analyze graffiti, subject to any revisions deemed necessary by the City Attorney; and
2. Authorize a \$3,300 appropriation from the Prop 30/AB 109 Fund for costs associated with Agreement No. 22-102.

PROFESSIONAL SERVICES AGREEMENT

(City of Montclair and Graffiti Tracker Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT is made as of January 1, 2023, by and between the City of Montclair, ("Agency"), and Graffiti Tracker Inc. ("Contractor").

RECITALS

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

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

1. Contractor's Services.

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

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

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

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

14. Termination.

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

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

Agency:

Montclair Police Department
4870 Arrow Highway
Montclair, CA 91763

Contractor:

Graffiti Tracker Inc.
12165 W. Center Rd., Suite 80
Omaha, NE 68144

16. Nondiscrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Contractor will take affirmative action to ensure that employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

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

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

"Agency"

City of Montclair

By: _____
Javier John Dutrey, Mayor

ATTEST:

By: _____
Andrea M. Myrick, City Clerk

"Contractor"

Graffiti Tracker Inc.

By: _____
Timothy M. Kephart, President

By: _____
Faith Snider, Secretary

EXHIBIT A

SCOPE OF SERVICES

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

Responsibilities

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

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

EXHIBIT B

SCHEDULE OF FEES

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

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

The total contract amount for the twelve-month time period commencing January 1, 2023 and ending December 31, 2023 will be an amount not to exceed \$3,300.00 based on an average of graffiti analyzed per month.

Effective upon the signing of this contract, an invoice for the amount of \$3,300.00 will be submitted by the Contractor to the Contract Administrator. Payment should be processed and received no later than 30 calendar days from the date invoice was submitted.

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



CITY COUNCIL AGENDA REPORT

DATE:	NOVEMBER 7, 2022	FILE I.D.:	STB300-17
SECTION:	CONSENT - RESOLUTIONS	DEPT.:	CITY MGR.
ITEM NO.:	1	PREPARER:	C. GRAVES
SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 22-3385 AUTHORIZING PLACEMENT OF LIENS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH CHARGES		

REASON FOR CONSIDERATION: Staff has identified 173 sewer and trash accounts in the odd-numbered-month billing cycle that are more than three billing periods delinquent. Pursuant to Montclair Municipal Code Chapter 1.12, these properties are subject to lien.

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

FISCAL IMPACT: Recoverable amount is \$56,553.18, plus \$3,460.00 for release of lien fees, plus \$8,650.00 in lien fees, for a total of \$68,663.18.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 22-3385 authorizing placement of liens on certain properties for delinquent sewer and trash charges as listed on Exhibit A of said Resolution.

RESOLUTION NO. 22-3385

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

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

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

WHEREAS, it has been determined that there are 173 sewer and/or trash accounts on which there are delinquencies in excess of 90 days; and

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

WHEREAS, the owners of these properties were notified on October 6, 2022, that their delinquent accounts are subject to causing a lien to be placed on their properties for settlement of such delinquencies; and that such liens would be considered for approval by the Montclair City Council on Monday, November 7, 2022.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair approves the placement of liens on the properties and in the amounts specified in Exhibit A, entitled *Report of Delinquent Civil Debts - November 2022*, attached hereto.

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

APPROVED AND ADOPTED this XX day of XX, 2022.

Mayor

ATTEST:

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 22-3385 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

Exhibit A to Resolution No. 22-3385
Report of Delinquent Civil Debts – November 2022

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
4334	Alamitos Street	Residential	294.49	20.00	50.00	364.49
5356	Alamitos Street	Residential	294.66	20.00	50.00	364.66
5366	Alamitos Street	Senior	306.49	20.00	50.00	376.49
5634	Alamitos Street	Residential	305.37	20.00	50.00	375.37
4587	Allesandro Street	Residential	261.83	20.00	50.00	331.83
9757	Amherst Avenue	Residential	294.61	20.00	50.00	364.61
9910	Amherst Avenue	Residential	294.66	20.00	50.00	364.66
10085	Amherst Avenue	Residential	412.69	20.00	50.00	482.69
5460	Armsley Street	Residential	374.04	20.00	50.00	444.04
5363	Arrow Highway	Commercial	673.49	20.00	50.00	743.49
9909	Bel Air Avenue	Residential	412.69	20.00	50.00	482.69
9910	Bel Air Avenue	Residential	249.75	20.00	50.00	319.75
9950	Bel Air Avenue	Residential	294.64	20.00	50.00	364.64
4435	Benito Street	Residential	328.95	20.00	50.00	398.95
4460	Benito Street	Residential	294.66	20.00	50.00	364.66
4730	Benito Street	Residential	431.36	20.00	50.00	501.36
4814	Benito Street	Senior	235.07	20.00	50.00	305.07
5233	Benito Street	Senior	264.54	20.00	50.00	334.54
5429	Benito Street	Residential	294.66	20.00	50.00	364.66
5598	Benito Street	Residential	324.03	20.00	50.00	394.03
9384	Benson Avenue	Residential	219.02	20.00	50.00	289.02
4843	Berkeley Street	Residential	295.26	20.00	50.00	365.26
5353	Berkeley Street	Residential	412.69	20.00	50.00	482.69
5401	Berkeley Street	Residential	245.85	20.00	50.00	315.85
9598	Bolton Avenue	Residential	294.66	20.00	50.00	364.66
9778	Bolton Avenue	Residential	276.92	20.00	50.00	346.92
4541	Bonnie Brae Street	Residential	294.66	20.00	50.00	364.66
4382	Brooks Street #B	Commercial	434.44	20.00	50.00	504.44
4412	Brooks Street #C	Commercial	312.97	20.00	50.00	382.97
9851	Camarena Avenue	Residential	294.66	20.00	50.00	364.66
4443	Cambridge Street	Residential	317.25	20.00	50.00	387.25
4853	Cambridge Street	Residential	295.65	20.00	50.00	365.65
5438	Cambridge Street	Residential	296.86	20.00	50.00	366.86
5448	Cambridge Street	Residential	294.65	20.00	50.00	364.65
5470	Cambridge Street	Residential	295.65	20.00	50.00	365.65
5471	Cambridge Street	Residential	294.66	20.00	50.00	364.66
5561	Cambridge Street	Residential	226.81	20.00	50.00	296.81
5591	Cambridge Street	Residential	214.56	20.00	50.00	284.56
9151	Camulos Avenue	Residential	296.54	20.00	50.00	366.54
9242	Camulos Avenue	Residential	421.41	20.00	50.00	491.41
9243	Camulos Avenue	Residential	294.66	20.00	50.00	364.66
9426	Camulos Avenue	Residential	320.63	20.00	50.00	390.63
9511	Camulos Avenue	Residential	324.07	20.00	50.00	394.07
9539	Camulos Avenue	Residential	287.95	20.00	50.00	357.95
9540	Camulos Avenue	Residential	455.14	20.00	50.00	525.14
9558	Camulos Avenue	Senior	453.11	20.00	50.00	523.11
9787	Camulos Avenue	Senior	268.02	20.00	50.00	338.02
9877	Camulos Avenue	Residential	324.07	20.00	50.00	394.07
10060	Camulos Avenue	Residential	307.23	20.00	50.00	377.23
5666	Caroline Street	Residential	295.65	20.00	50.00	365.65
9528	Carrillo Avenue	Senior	264.50	20.00	50.00	334.50
9855	Central Avenue	Residential	294.66	20.00	50.00	364.66
9795	Coalinga Avenue	Residential	294.66	20.00	50.00	364.66
9824	Coalinga Avenue	Senior	267.78	20.00	50.00	337.78

Exhibit A to Resolution No. 22-3385
Report of Delinquent Civil Debts – November 2022

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
9477	Del Mar Avenue	Residential	433.27	20.00	50.00	503.27
9827	Del Mar Avenue	Residential	375.32	20.00	50.00	445.32
4304	Denver Street	Residential	236.22	20.00	50.00	306.22
4405	Denver Street	Residential	324.04	20.00	50.00	394.04
4455	Denver Street	Senior	412.69	20.00	50.00	482.69
5579	Denver Street	Residential	330.89	20.00	50.00	400.89
5616	Denver Street	Residential	294.66	20.00	50.00	364.66
5626	Denver Street	Residential	324.35	20.00	50.00	394.35
5168	El Morado Street	Residential	331.84	20.00	50.00	401.84
5429	El Morado Street	Residential	294.66	20.00	50.00	364.66
9378	Felipe Avenue	Residential	427.79	20.00	50.00	497.79
9410	Felipe Avenue	Residential	294.36	20.00	50.00	364.36
9793	Felipe Avenue	Residential	263.92	20.00	50.00	333.92
9020	Fremont Avenue	Senior	294.10	20.00	50.00	364.10
9729	Fremont Avenue	Residential	261.83	20.00	50.00	331.83
9823	Fremont Avenue	Residential	294.65	20.00	50.00	364.65
10037	Fremont Avenue	Residential	302.28	20.00	50.00	372.28
10082	Fremont Avenue	Residential	211.18	20.00	50.00	281.18
9887	Geneva Avenue	Residential	299.79	20.00	50.00	369.79
9985	Geneva Avenue	Residential	294.64	20.00	50.00	364.64
10057	Geneva Avenue	Residential	287.95	20.00	50.00	357.95
4328	Granada Street	Residential	294.66	20.00	50.00	364.66
4971	Granada Street	Residential	427.79	20.00	50.00	497.79
5434	Granada Street	Residential	216.19	20.00	50.00	286.19
9627	Greenwood Avenue	Residential	294.20	20.00	50.00	364.20
9783	Greenwood Avenue	Residential	261.83	20.00	50.00	331.83
4376	Harvard Street	Residential	294.61	20.00	50.00	364.61
4418	Harvard Street	Residential	294.65	20.00	50.00	364.65
4430	Harvard Street	Residential	295.65	20.00	50.00	365.65
5141-43	Harvard Street	Multifamily	588.69	20.00	50.00	658.69
4531	Hawthorne Street	Residential	446.03	20.00	50.00	516.03
4568	Hawthorne Street	Residential	295.58	20.00	50.00	365.58
9075	Helena Avenue	Residential	301.03	20.00	50.00	371.03
5190	Howard Street A & B	Multifamily	654.77	20.00	50.00	724.77
4585	James Street	Residential	324.05	20.00	50.00	394.05
9744	Lehigh Avenue	Residential	261.83	20.00	50.00	331.83
9958	Lindero Avenue	Residential	295.65	20.00	50.00	365.65
10029	Lindero Avenue	Residential	218.23	20.00	50.00	288.23
10042	Lindero Avenue	Residential	412.69	20.00	50.00	482.69
9810	Mammoth Drive	Residential	261.83	20.00	50.00	331.83
9527	Marion Avenue	Residential	294.66	20.00	50.00	364.66
9547	Marion Avenue	Residential	294.65	20.00	50.00	364.65
9614	Marion Avenue	Residential	249.36	20.00	50.00	319.36
10049	Marion Avenue	Residential	253.83	20.00	50.00	323.83
9595	Mills Avenue	Residential	324.01	20.00	50.00	394.01
5616	Moreno Street	Residential	295.74	20.00	50.00	365.74
9886	Norton Avenue	Residential	613.49	20.00	50.00	683.49
4613	Olive Street	Residential	296.15	20.00	50.00	366.15
4644	Olive Street	Residential	340.17	20.00	50.00	410.17
4257	Orchard Street	Residential	370.52	20.00	50.00	440.52
4771	Orchard Street	Residential	412.69	20.00	50.00	482.69
4779	Orchard Street	Senior	264.18	20.00	50.00	334.18
5032	Orchard Street	Residential	332.10	20.00	50.00	402.10
5614	Orchard Street	Residential	228.00	20.00	50.00	298.00

Exhibit A to Resolution No. 22-3385
Report of Delinquent Civil Debts – November 2022

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
5690	Orchard Street	Residential	294.66	20.00	50.00	364.66
5557	Palo Verde Street	Residential	226.34	20.00	50.00	296.34
5619	Palo Verde Street	Residential	716.30	20.00	50.00	786.30
9575	Poulsen Avenue	Residential	486.18	20.00	50.00	556.18
9925	Poulsen Avenue	Residential	294.65	20.00	50.00	364.65
9375	Pradera Avenue	Multifamily	1,303.36	20.00	50.00	1,373.36
4426	Princeton Street	Residential	308.89	20.00	50.00	378.89
4467	Princeton Street	Residential	295.65	20.00	50.00	365.65
4825	Princeton Street	Senior	316.11	20.00	50.00	386.11
5571	Princeton Street	Residential	400.25	20.00	50.00	470.25
9060	Ramona Avenue	Residential	293.79	20.00	50.00	363.79
9090	Ramona Avenue	Residential	463.67	20.00	50.00	533.67
9109	Ramona Avenue	Residential	225.27	20.00	50.00	295.27
9136	Ramona Avenue	Residential	442.95	20.00	50.00	512.95
9248	Ramona Avenue	Residential	222.53	20.00	50.00	292.53
9587	Ramona Avenue	Residential	295.65	20.00	50.00	365.65
9706	Ramona Avenue	Residential	330.53	20.00	50.00	400.53
9801	Ramona Avenue	Senior	277.91	20.00	50.00	347.91
9413	Rose Avenue	Residential	353.34	20.00	50.00	423.34
9434	Rose Avenue	Residential	294.66	20.00	50.00	364.66
9482	Rose Avenue	Residential	412.69	20.00	50.00	482.69
9720	Rose Avenue	Residential	324.05	20.00	50.00	394.05
9734	Rose Avenue	Residential	355.25	20.00	50.00	425.25
9866	Rose Avenue	Senior	264.55	20.00	50.00	334.55
9966	Rose Avenue	Residential	294.64	20.00	50.00	364.64
4683	Rosewood Street	Residential	295.65	20.00	50.00	365.65
4860	Rosewood Street	Residential	467.12	20.00	50.00	537.12
4942	Rosewood Street	Residential	425.12	20.00	50.00	495.12
5361	Rosewood Street	Residential	294.66	20.00	50.00	364.66
11078	Roswell Avenue	Residential	201.91	20.00	50.00	271.91
4164	Rudisill Street	Residential	294.61	20.00	50.00	364.61
4245	Rudisill Street	Residential	293.97	20.00	50.00	363.97
4711	San Bernardino Street	Residential	294.66	20.00	50.00	364.66
4749	San Bernardino Street	Residential	294.64	20.00	50.00	364.64
4834	San Bernardino Street	Residential	640.70	20.00	50.00	710.70
4843	San Bernardino Street	Residential	278.63	20.00	50.00	348.63
4844	San Bernardino Street	Residential	324.04	20.00	50.00	394.04
5216	San Bernardino Street	Residential	294.09	20.00	50.00	364.09
5489	San Bernardino Street	Residential	329.62	20.00	50.00	399.62
5562	San Bernardino Street	Residential	268.96	20.00	50.00	338.96
5390	San Jose Street	Residential	238.25	20.00	50.00	308.25
5412	San Jose Street	Residential	502.40	20.00	50.00	572.40
5422	San Jose Street	Residential	324.04	20.00	50.00	394.04
5433	San Jose Street	Residential	344.68	20.00	50.00	414.68
5465	San Jose Street	Residential	223.20	20.00	50.00	293.20
5636	San Jose Street	Residential	240.64	20.00	50.00	310.64
4424	San Jose Street #05	Residential	294.52	20.00	50.00	364.52
4424	San Jose Street #10	Residential	294.97	20.00	50.00	364.97
4424	San Jose Street #27	Residential	294.66	20.00	50.00	364.66
4424	San Jose Street #35	Residential	303.74	20.00	50.00	373.74
4630	San Jose Street Unit M	Residential	201.91	20.00	50.00	271.91
4622	San Jose Street Unit X	Residential	283.10	20.00	50.00	353.10
9820	Santa Anita Avenue	Residential	298.55	20.00	50.00	368.55
9825	Saratoga Avenue	Residential	228.33	20.00	50.00	298.33

Exhibit A to Resolution No. 22-3385
Report of Delinquent Civil Debts – November 2022

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
5225	State Street	Commercial	270.68	20.00	50.00	340.68
5131	Sundance Drive	Residential	293.79	20.00	50.00	363.79
5134	Sundance Drive	Residential	312.73	20.00	50.00	382.73
9528	Surrey Avenue	Residential	265.43	20.00	50.00	335.43
9617	Surrey Avenue	Residential	294.66	20.00	50.00	364.66
9794	Surrey Avenue	Residential	244.51	20.00	50.00	314.51
9812	Surrey Avenue	Residential	314.04	20.00	50.00	384.04
9773	Tudor Avenue	Residential	323.99	20.00	50.00	393.99
9783	Tudor Avenue	Residential	319.69	20.00	50.00	389.69
10027	Vernon Avenue	Residential	308.17	20.00	50.00	378.17
5405	Yale Street	Residential	310.33	20.00	50.00	380.33
		TOTALS:	56,553.18	3,460.00	8,650.00	68,663.18



CITY COUNCIL AGENDA REPORT

DATE:	NOVEMBER 7, 2022	FILE I.D.:	COV100/CYC125
SECTION:	CONSENT - RESOLUTIONS	DEPT.:	CITY MGR.
ITEM NO.:	2	PREPARER:	A. MYRICK
SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 22-3386 MAKING FACTUAL FINDINGS IN COMPLIANCE WITH AB 361 FOR THE CONTINUATION OF PUBLIC MEETING TELECONFERENCING DURING PUBLIC HEALTH EMERGENCIES FOR THE PERIOD OF NOVEMBER 7, 2022, THROUGH DECEMBER 7, 2022		

REASON FOR CONSIDERATION: The City Council’s adoption of Resolution No. 22-3384 would extend the City’s remote public meeting procedures under AB 361 for an additional 30 days, expiring December 7, 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. 22-3386.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 22-3386 making factual findings in compliance with AB 361 for the continuation of teleconferencing during public health emergencies for the period of November 7, 2022, through December 7, 2022.

RESOLUTION NO. 22-3386

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR STATING COMPLIANCE WITH THE PROVISIONS OF ASSEMBLY BILL 361 INCLUDING COMPLIANCE WITH ABBREVIATED TELECONFERENCE REQUIREMENTS FOR OPEN MEETINGS, AND MAKING FACTUAL FINDINGS REGARDING THE COVID-19 PUBLIC HEALTH EMERGENCY FOR THE PERIOD OF NOVEMBER 7, 2022, THROUGH DECEMBER 7, 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 December 7, 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. 22-3386 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 REGULAR MEETING OF THE PUBLIC WORKS
COMMITTEE HELD ON THURSDAY, AUGUST 18, 2022, AT 4:02 P.M.
HELD VIA ZOOM TELECONFERENCE**

I. CALL TO ORDER

Chair Johnson called the meeting to order at 4:02 p.m.

II. ROLL CALL

Present: Council Member Johnson (Chair); Council Member Martinez (Committee Member); City Manager Starr; Director of Economic Development and Housing Fuentes; Director of Public Works/City Engineer Heredia; Director of Community Development Diaz; Engineering Consultant Hoerning; Senior Public Works Inspector Diaz

Absent: Executive Director of Public Safety/Police Chief Avels

III. APPROVAL OF MINUTES

The Committee approved the minutes of the May 19, 2022 meeting.

IV. PUBLIC COMMENT — None

V. PUBLIC WORKS DEPARTMENT UPDATES/ITEMS

A. OPERATIONS

1. MAINTENANCE ACTIVITIES

Operations Activities Reports for May through July 2022 were included with the agenda. Director of Public Works/City Engineer Heredia highlighted the completion of 151 service work requests in May, which included signage, clean-up, repairs, paving surfaces, sidewalks, irrigation repairs, and weed abatement. A total of 39 vehicles were serviced and almost 250 sites were abated. Approximately 80 American flags were installed as well as military and **Metro Nissan** banners. Also in May, staff assisted in preparation for the Memorial Day event and the Montclair Little League Closing ceremonies. Staff also painted the retaining wall on the north side of Palo Verde Street between Mills Avenue. Public Works Director/City Engineer Heredia emphasized that there was not any sewer maintenance activity in May and June.

In June, 178 service requests were completed. Crews assisted with the installation of cameras at Arrow and Fremont for the Montclair Village. Staff marked out 48 sewer manholes for a cleaning project for San Bernardino County. The Reeder Ranch was cleaned and spraying of herbicides in the right of way started. Staff assisted with the parks inventory as part of the Parks and Recreation Master Plan. Staff also cleared the backflow device at the Transcenter and assisted with the City's Country Fair Jamboree.

In July, staff completed 138 service requests consisting of signs, red curbs, potholes, repaving, sidewalks, irrigation controllers and valves. They also renewed amenities at bus stops on Moreno, Lindero, Monte Vista and San Jose for installation of new bus shelters for Omnitrans. Public Works Director/City Engineer Heredia highlighted one on San Bernardino near the Waterwise Conservation Center near the Wilderness Park. 12,910 linear feet of sewer lines were cleaned by staff.

There were no questions or issues with the reports.

2. ADDITIONAL ITEMS

Two employees, Rayden Garcia and Joseph Puckett, passed their class B commercial license driving test.

B. FACILITIES

1. MAINTENANCE ACTIVITIES

Facilities Activities Reports for May 2022 through July 2022 were included with the agenda. Director of Public Works/City Engineer Heredia informed the Committee that Facilities staff was busy making several types of facility-related repairs including lighting, sewer lines, door stops, ice maker, ceiling, air conditioning, and generator, among other items.

Director of Public Works/City Engineer Heredia reported a long list of repair items for the Community Center, Library, City Hall, Youth Center, Recreation Center, Fire Stations One and Two and the Police Department. The main focus involved repairing AC Units due to the Thunderstorm in June. The irrigation controllers were also damaged and needed to be replaced.

Chair Johnson asked regarding Fire Station One's plumbing issues. Director of Public Works/City Engineer Heredia confirmed that the plumbing issues were addressed.

There were no questions or issues with the reports.

2. ADDITIONAL ITEMS — None

C. ENGINEERING DIVISION

1. Safe Routes to School (SRTS) Program — Vernon Middle School

Director of Public Works/City Engineer Heredia stated that staff installed 20 signs along **Vernon Middle School**. Nine of the signs are the flashing stop signs by the corner of Vernon Avenue and San Bernardino Street. The project is nearly completed. Three signs are missing to complete the project.

2. San Antonio Creek Trail Feasibility Study

Director of Public Works/City Engineer Heredia stated that the City has begun using the information in the feasibility study to apply for a reconnecting communities grant application that will allow for the design of the San Antonio Creek Channel crossings at the Metrolink and the I-10 Freeway.

3. Parks and Recreation Master Plan

Director of Public Works/City Engineer Heredia reported that the consultant, **KTU&A**, began site visits to all the parks, began inventory to make assessments of each park, and obtained surveys at the summer concert event and the National Night Out event.

VI. POLICE DEPARTMENT UPDATE/ITEMS

City Manager Starr reported that we have entered into an agreement with the **San Bernardino County Sheriff's Department** while the City is in the process of hiring two additional dispatchers in order to address all 911 calls.

Chair Johnson stressed the importance that the **San Bernardino County Sheriff's Department's** dispatchers know the addresses to landmark locations here in Montclair.

VII. COMMUNITY DEVELOPMENT DEPARTMENT PROJECT UPDATES/ITEMS

Director of Community Development Diaz informed the Committee that the **Village at Montclair** is underway.

Director of Community Development Diaz reported two new projects have been approved for North Montclair: **Arrow Station**, a 137-unit expansion at Arrow Highway and Monte Vista and the **Montclair Station** project was approved for the **Vulcan** site. Together these two projects combined are projected to provide 439 new dwelling units for the City.

Chair Johnson inquired about the businesses on the southwest corner of Arrow Highway. Director of Community Development Diaz confirmed that the area would become apartments and that the business tenants are aware and had short-term leases.

VIII. CAPITAL PROJECT UPDATES

A. LOCAL PROJECTS

1. Zone 5 & 6 Street Rehabilitation Project

Senior Public Works Inspector Diaz reported that Zone 5 & 6 Street Rehabilitation Project Phase 1 is completed. The goal to complete that phase prior to the initiation of **Howard Elementary** and **Ramona Elementary's** school year was met. Phases two through four are on track.

B. REGIONAL PROJECTS

1. I-10 Corridor Project

Public Works Director/City Engineer Heredia reported **California Department of Transportation (Caltrans)** continues working on the I-10 Corridor project on Monte Vista Avenue. The eastbound on-ramp on Palo Verde Street is scheduled to be opened by August 2022.

Public Works Director/City Engineer Heredia is in contact with **San Bernardino County Transportation Authority (SBCTA)** to encourage them to contact their contractor for additional signage and delineators to mitigate the confusion by the underpasses.

Senior Public Works Inspector Diaz interjected that he too stressed to **SBCTA** in his weekly meetings, the need for signage at the freeway underpasses, in particular northbound westbound freeway on-ramp on Central Avenue.

2. Central Avenue Bridge Project

Director of Public Works/City Engineer Heredia stated that the Air Quality Confirmity Analysis Report was approved by **Caltrans** and the project is close to getting NEPA clearance. The City is in the process of submitting a grant through the Bridge Investment Program in order to obtain funding for the construction's monetary short fall.

Director of Public Works/City Engineer Heredia stated that staff is also coordinating with **Union Pacific Railroad (UPRR)** Yard Expansion Project.

3. Foothill Gold Line Extension Project

City Manager Starr reported that the City of Montclair serves as the lead municipal agency for developing the funding for the **Metro Gold Line Foothill Extension**. City Manager Starr discussed the City's housing development in anticipation of the **Metro Gold Line Foothill Extension**.

The City procured a letter to **Governor Newsom**, all of the legislative heads of the different budget committees, the speaker of the assembly and the president of the senate in early August to place in a final trailer bill for transportation for the \$750 million for the **Metro Gold Line Foothill Extension** construction. The purpose of the trailer bill is to solidify the designation of the funding for that purpose. Since the \$750 million for the **Metro Gold Line Foothill Extension** did not make it into the trailer bill, City Manager Starr has been in contact with **LA County Metro** in order to remind them of their fiscal commitment.

IX. COMMITTEE AND CITY MANAGER ITEMS

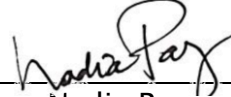
City Manager Starr reported that he, Community Development Director Diaz, and Director of Economic Development and Housing Fuentes met with **Chief Executive Officer Leonard Hernandez** and six members of his staff to discuss economic development in the sphere of influence, sewer services, general plan update, and development of the five acres site owned by the City for a future park.

City Manager Starr also reported that Community Development Director Diaz and his team are working with Union Pacific Railroad and the City's code and law personnel to address the homeless issues along State Street.

X. ADJOURNMENT

At 4:39 p.m., Chair Johnson adjourned the meeting of the Public Works Committee. The next meeting of the Public Works Committee is scheduled to be held at 4:00 p.m. on Thursday, September 15, 2022.

Submitted for Public Works Committee approval,



Nadia Paz

Transcribing Secretary

MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
OCTOBER 17, 2022, AT 6:25 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Pro Tem Ruh called the meeting to order at 6:25 p.m.

II. ROLL CALL

Present: Mayor Pro Tem Ruh, Council Member Johnson, City Manager Starr, and Assistant City Manager/Director of Human Services Richter

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of October 3, 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 October 3, 2022.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

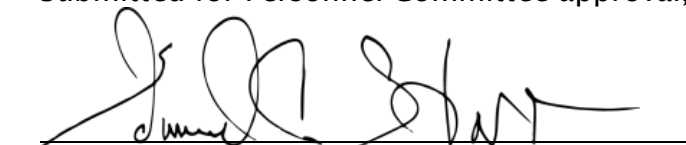
At 6:26 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 6:55 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 6:55 p.m., Mayor Pro Tem Ruh adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager

MINUTES OF THE REGULAR JOINT MEETING OF THE MONTCLAIR CITY COUNCIL, SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS, MONTCLAIR HOUSING AUTHORITY COMMISSION, AND MONTCLAIR COMMUNITY FOUNDATION BOARD HELD ON MONDAY, OCTOBER 17, 2022 AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

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

II. INVOCATION

Pastor Joe McTarsney, Calvary Montclair, gave the invocation.

III. PLEDGE OF ALLEGIANCE

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

IV. ROLL CALL

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

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

V. PRESENTATIONS

A. Proclamation Declaring November 1, 2022 as “Family Literacy Day” in the City of Montclair

Mayor Dutrey declared November 1, 2022 as “Family Literacy Day” in the City of Montclair, and presented a proclamation to **Ms. Kathy Holloway**, Regent, **Daughters of the American Revolution – San Antonio Chapter**.

B. Proclamation Declaring November 2022 as “Family Court Awareness Month” in the City of Montclair

Mayor Dutrey declared November 2022 as “Family Court Awareness Month” in the City of Montclair, and presented a proclamation to **Ms. Sandy Ross**, Executive Director and Chief Operations Officer, **Family Court Awareness Month Committee**.

VI. PUBLIC COMMENT

The following individuals spoke in opposition to the proposed installation of a new public restroom on the **Pacific Electric Trail** by the **San Bernardino County Transportation Authority**:

- **Al Villanueva**, founder of the **Arbol Verde Preservation Committee**
- **Lorraine Campos**, resident
- **Steve Shulz**, resident
- **Vera Wilson**, resident
- **Florencia Garcia**, resident
- **Mohammad Nash**, resident

Pat Westrope, resident, asked when drainage pipes would be repaired on Rudisill street, and reported parking violations near her home.

Janine Boscoe-Ohoiner, and **Janice Boscoe**, residents, voiced their concerns regarding the homeless population.

Bruce Culp, resident, proposed alternative locations for a public restroom on the **Pacific Electric Trail**; spoke in support of renewing City Manager Starr’s contract; and requested an update on costs related to harassment allegations against Council Member Lopez.

VII. PUBLIC HEARINGS — None

VIII. CONSENT CALENDAR

The motion to adopt the Consent Calendar was made by Council Member Johnson and seconded by Council Member Lopez.

Support for the motion was recorded electronically as follows:

AYES: Lopez, Martinez, Johnson, Ruh, Dutrey
NOES: None
ABSTAIN: None
ABSENT: None

Mayor Dutrey declared the motion carried 5-0.

A. Approval of Minutes

1. Regular Joint Meeting — October 3, 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 October 3, 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 September 30, 2022.

2. Approval of City Warrant Register and Payroll Documentation

The City Council approved the Warrant Register dated October 17, 2022, totaling \$1,472,906.07; and the Payroll Documentation dated September 25, 2022, amounting to \$754,960.36 gross, with \$526,882.93 net being the total cash disbursement; and the Payroll Documentation dated October 9, 2022, amounting to \$723,119.40, with \$507,343.24 net being the total cash disbursement.

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

The City Council acting as successor to the Redevelopment Agency Board received and filed the Successor to the Redevelopment Agency Treasurer's Report for the month ending September 30, 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 09.01.22-09.30.22 in the amounts of \$14,417.15 for the Combined Operating Fund and \$0.00 for the Redevelopment Obligation Retirement Funds.

5. Receiving and Filing of MHC Treasurer's Report

The MHC Board received and filed the MHC Treasurer's Report for the month ending September 30, 2022.

6. Approval of MHC Warrant Register

The MHC Board approved the MHC Warrant Register dated 09.01.22-09.30.22 in the amount of \$34,954.56.

7. Receiving and Filing of MHA Treasurer's Report

The MHA Commissioners received and filed the MHA Treasurer's Report for the month ending September 30, 2022.

8. Approval of MHA Warrant Register

The MHA Commissioners approved the MHA Warrant Register dated 09.01.22-09.30.22 in the amount of \$0.00.

9. Authorizing the Receipt of \$9,878.76 from the Fiscal Year 2022 Patrick Leahy Bulletproof Vest Partnership Program to Assist with the Purchase of Ballistic Vests

The City Council authorized the receipt of \$9,878.76 from the Fiscal Year 2022 Patrick Leahy Bulletproof Vest Partnership Program to assist with the purchase of ballistic vests.

10. Approving the Purchase of Shopping Carts, Whole Turkeys, and Assorted Items for the Montclair Holiday Food and Toy Basket Program

The Montclair Community Foundation Board of Directors approved the purchase of shopping carts, whole turkeys, and assorted items for the Montclair Holiday Food and Toy Basket Program.

C. Agreements

1. Approval of Amendment No. 1 to Agreement No. 22-58 and Amendment No. 1 to Agreement No. 22-59 with the Ontario-Montclair School District for the Montclair After-School Program and Summer Expanded Learning Program to Remove the Vaccine Verification and Testing Policy

The City Council approved Amendment No. 1 to Agreement No. 22-58 and Amendment No. 1 to Agreement No. 22-59 with the Ontario-Montclair School District for the Montclair After-School Program and Summer Expanded Learning Program to remove the Vaccine Verification and Testing Policy.

D. Resolutions

1. Adoption of Resolution No. 22-3384 Making Factual Findings in Compliance with AB 361 for the Continuation of Public Meeting Teleconferencing During Public Health Emergencies for the Period of October 17, 2022, through November 17, 2022

The City Council adopted Resolution No. 22-3384 making factual findings in compliance with AB 361 for the continuation of public meeting teleconferencing during public health emergencies for the period of October 17, 2022, through November 17, 2022.

IX. PULLED CONSENT CALENDAR ITEMS — None

X. BUSINESS ITEMS

A. Consider Authorizing the Preparation of Action Minutes as the Official Record of City Council and Commission Meetings

Consider Revising the Retention Period for Video/Audio Recordings of Meetings to “Permanent” for Those with Action Minutes Prepared

City Clerk Myrick presented the report and fielded questions about the item.

Mayor Pro Tem Ruh received clarification of how residents currently access the minutes and audio from meetings.

Council Member Lopez expressed concerns that residents may not understand why decisions were made if the discussions are not summarized in the minutes, and that comments made by Council Members “for the record” would not be provided in the minutes.

City Manager Starr advised audio of the meetings would be retained as a permanent record should anyone want to hear the full discussion that led to a decision.

Council Member Johnson suggested a hybrid of summary and action minutes, where the discussion summaries are not as detailed.

The motion was made to continue this item to the next meeting by Mayor Dutrey and seconded by Council Member Johnson. With no opposition to the motion, Mayor Dutrey declared the motion carried 5-0.

XI. COMMUNICATIONS

A. Department Reports

1. Human Services Department — Upcoming Events & Programs

Assistant City Manager/Director of Human Services Richter advised the Candidate's Forum held last week is now available to view on the City's YouTube and Facebook pages; provided information about youth basketball sign-ups; announced that appointments must be made by Friday to sign up for receiving a Holiday Food and Toy Basket; stated the Montclair After-School Program's Lights On After School will take place this Thursday in the Community Center at 6:30 p.m.; and noted this year's Halloween Spooktacular event will take place at **Montclair Place** on Saturday, October 29th, from 5:00 to 8:00 p.m.

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 — None

D. Mayor/Chair

Mayor/Chair Dutrey noted staff made recommendations to SBCTA to ease traffic congestion; reported an upcoming 55-hour weekend closure of three lanes on the westbound side of the I-10 Freeway from Monte Vista Avenue starting November 4th; and announced the City would be funding the purchase of a new fire truck because he was just informed by staff the City was not successful in obtaining a grant from the state for the purchase.

E. Council Members/Directors

1. Mayor Pro Tem/Vice Chair Ruh reported his attendance at the Gold Line Joint Powers Authority meeting last week and complained of traffic congestion caused by the construction on Monte Vista and Central Avenues.

2. Council Member/Director Lopez reported he attended the **Soroptimist** Casino Night event and the **Montclair Chamber of Commerce** monthly networking breakfast; noted the **I-10 Towing & Recovery** ribbon cutting event is this Thursday; requested vintage car owners to participate in the upcoming family festival and antique car show hosted by **Hasco Outlet** on November 5th; commented on his own observance of homeless in the community; received information about the City's ban on livestock; and requested residents be notified before alleyway construction begins.

3. Council Member/Director Johnson stated voters should have received their mail-in ballots and encouraged them to vote early if they cannot on Election Day; announced the Chamber of Commerce is hiring an event planner; and invited the community to attend the **I-10 Towing & Recovery** grand opening event this Thursday.

4. Council Member/Director Martinez encouraged the community to support the **Montclair High School** water polo team at its upcoming game tomorrow; wished Assistant City Manager/Director of Human Services Richter an early "Happy Birthday; and announced a Women's Health Fair will be hosted by **Assemblymember Freddie Rodriguez** in Pomona on Saturday, October 29th from 10:00 a.m. to 1:00 p.m.

F. Committee Meeting Minutes

The following committee minutes were received and filed for informational purposes:

1. Minutes of Personnel Committee Meeting of October 3, 2022

XII. CLOSED SESSION

The City Council entered closed session at 8:28 p.m. to discuss pending litigation.

XIII. CLOSED SESSION ANNOUNCEMENTS

The City Council returned from closed session at 9:00 p.m.

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 9:00 p.m., the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board were adjourned.

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



Andrea Myrick,
City Clerk