

CITY OF MONTCLAIR

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

AGENDA

Monday, February 6, 2023
7:00 p.m.



Mayor

Javier "John" Dutrey

Mayor Pro Tem

Tenice Johnson

Council Members

Bill Ruh

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, February 6, 2023
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

- A. Chino Basin Water Conservation District's Groundwater Basin and Sustainability Tour

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

- A. Consider Projects and Prioritization of Funding for the Fiscal Year 2023-24 Community Development Block Grant Program [CC] 4

VIII. CONSENT CALENDAR

- A. Approval of Minutes
 - 1. Regular Joint Meeting — January 17, 2023 [CC/SA/MHC/MHA/MCF] 79
- B. Administrative Reports
 - 1. Consider Approval of Warrant Register & Payroll Documentation [CC] 5
 - 2. Consider Authorizing a \$20,666.08 Allocation from the Building Maintenance Reserve Fund to Replace the Damaged Automatic Sliding Doors on the South Entrance of City Hall [CC] 6
 - 3. Consider Authorizing a \$35,000 Allocation from the Building Maintenance Reserve Fund for the Purchase and Installation of New Automatic Sliding Doors on the West Entrance of City Hall [CC] 9
 - 4. Consider Authorizing an Allocation of up to \$100,000 from the Building Maintenance Reserve Contingency Fund for the Replacement of the Splash Pad Surface Tiles [CC] 12
 - 5. Consider Authorizing the Purchase of a 2023 Chevrolet Blazer 2LT Vehicle for the Police Department Fleet from Mountain View Chevrolet in the Total Amount of \$39,609.95 [CC]
Consider Declaring a 2011 Chevrolet Caprice Vehicle as Surplus and Available for Parts or for Sale at Auction [CC] 22
 - 6. Consider Authorizing a \$53,000 Appropriation from the Federal Asset Forfeiture Fund to Purchase 53 Apple iPhone 14 Pro Phones and Associated Cellular Service for Patrol use through Fiscal Year 2023-24 [CC] 24
 - 7. Consider Approval of Grant Fund Balance Carryover from Prior Fiscal Years for Use in the Human Services Department [CC] 25
 - 8. Consider Authorizing an Allocation of up to \$15,000 from Grant and Donation Funds from the Montclair Community Foundation for the Purchase of Items for the 2023 Montclair to College Graduation Ceremony [MCF] 26
- C. Agreements
 - 1. Consider Approval of Agreement No. 23-09 with Rangwala Associates to Prepare a Feasibility Study Related to the City of Montclair’s Sphere of Influence, Subject to Any Revisions Deemed Necessary by the City Attorney [CC] 27
 - 2. Consider Approval of Agreement No. 23-10, the Second Amendment to Agreement No. 19-25 with San Bernardino County Transportation Authority (SBCTA), a Right-of-Way Contract for the Purchase of Real Property by SBCTA from the City for Construction of the I-10 Corridor Project, Subject to Any Revisions Deemed Necessary by the City Attorney [CC] 47

D. Resolutions

1. Consider Adoption of Resolution No. 23-3397 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges [CC] 52
2. Consider Adoption of Resolution No. 23-3398 Bringing to Conclusion, Effective February 28, 2023, the Local State of Emergency in Montclair Related to the COVID-19 Pandemic, as Declared by Resolution No. 20-3263 [CC] 59
3. Consider Adoption of Resolution No. 23-3399 Making Factual Findings in Compliance with AB 361 for the Continuation of Public Meeting Teleconferencing During Public Health Emergencies for the Period of February 6, 2023, through February 28, 2023 [CC] 72

IX. PULLED CONSENT CALENDAR ITEMS

X. COMMUNICATIONS

A. Department Reports - None

B. City Attorney

1. Request for City Council to Meet in Closed Session Pursuant to Government Code §54957.6 Regarding Conference with Designated Labor Negotiator Diane E. Robbins [CC]

Employee: City Manager

C. City Manager/Executive Director

D. Mayor/Chairperson

1. Council/Committee Liaison Assignments [CC] 77
2. Report on Status of Biannual Training for City Council Pursuant to AB 1234 (Ethics) and AB 1661 (Sexual Harassment Prevention) [CC]

E. Council Members/Directors

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

1. Personnel Committee Meeting — January 17, 2023 [CC] 78

XI. CLOSED SESSION

XII. CLOSED SESSION ANNOUNCEMENTS

XIII. ADJOURNMENT

The next regular joint meeting of the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board will be held on Tuesday, February 21, 2023, at 7:00 p.m.

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the meeting bodies after publication of the Agenda packet are available for public inspection in the Office of the City Clerk between 7:00 a.m. and 6:00 p.m., Monday through Thursday. Please call the City Clerk's Office at (909) 625-9416 or send an e-mail to cityclerk@cityofmontclair.org 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, February 2, 2023.



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 6, 2023	FILE I.D.:	GRT050
SECTION:	PUBLIC HEARINGS	DEPT.:	COMMUNITY DEV.
ITEM NO.:	A	PREPARER:	C. CALDWELL
SUBJECT:	CONSIDER PROJECTS AND PRIORITIZATION OF FUNDING FOR THE FISCAL YEAR 2023-24 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM		

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

BACKGROUND: The total funding available for Montclair's Fiscal Year 2023-24 CDBG Program is estimated to be \$271,698. Last year's CDBG allocation was \$271,518.

CDBG limits funding allocation for public service projects to 15 percent of the overall CDBG funding assigned to Montclair. The City anticipates a \$40,728 allocation for public service projects.

The Assistance League of the Foothill Communities submitted a request for \$10,000 for the program *Operation School Bell*. Outside agency eligible project requests can only receive moneys from the City's public service allocation (\$40,728). The City has been using its limited public service allocation to fund the City's Graffiti Abatement and Golden Express Transportation programs over the years. Staff recommends the City Council continue to fund the Graffiti Abatement and Golden Express Transportation programs with its public service allocation.

For the upcoming fiscal year, staff recommends the City Council approve the projects and funding levels summarized as follows:

Code Enforcement Program	\$ 80,970
Renovations to Reeder Ranch	\$150,000
Graffiti Abatement	\$ 30,728
Senior Transportation Services (Golden Express Transportation)	\$ 10,000
TOTAL	<u>\$271,698</u>

FISCAL IMPACT: The City expects to receive \$271,698 from HUD for the Fiscal Year 2023-24 CDBG Program.

RECOMMENDATION: Staff recommends the City Council approve the above projects and prioritization of funding for the Fiscal Year 2023-24 CDBG Program.



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 6, 2023	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 Johnson has examined the Warrant Register dated February 6, 2023; and the Payroll Documentation dated January 1, 2023, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated February 6, 2023, totals \$1,255,162.75.

The Payroll Documentation dated January 1, 2023 totals \$700,791.75 gross, with \$495,579.05 net being the total cash disbursement.

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



CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 6, 2023 **FILE I.D.:** PUB355
SECTION: CONSENT - ADMIN. REPORTS **DEPT.:** PUBLIC WORKS
ITEM NO.: 2 **PREPARER:** M. PARADIS

SUBJECT: CONSIDER AUTHORIZING A \$20,666.08 ALLOCATION FROM THE BUILDING MAINTENANCE RESERVE FUND TO REPLACE THE DAMAGED AUTOMATIC SLIDING DOORS ON THE SOUTH ENTRANCE OF CITY HALL

REASON FOR CONSIDERATION: The City council is requested to consider authorizing the use of Building Maintenance Reserve funds for the replacement of the damaged automatic sliding doors on the south entrance of City Hall. Pursuant to the City of Montclair Purchasing Manual, purchases over \$15,000 require City Council approval.

BACKGROUND: The automatic doors on the South entrance of City Hall were vandalized on November 28, 2022. On the morning of November 28, 2022, the vandal threw rocks through all four glass panels of the sliding doors. During the attempt to break the glass panels, the vandal also struck and damaged the aluminum framing of the glass doors. The aluminum framing and doors were dented and marred and cannot be repaired.

Staff attempted to obtain three quotes from vendors to repair the existing storefront by replacing the damaged aluminum doors and glass. Only one company that was contacted was able to provide an estimate for replacing the doors by the original door manufacturer, Gildor.

Vendor	Door Manufacturer	Amount
Lawrence Doors	Replacement of doors manufactured by Gildor	\$20,666.08
Vortex Doors	Replacement of doors manufactured by Dorma	\$24,926.30
Commercial Door	Nonresponsive after initial visit to take measurements	N/A

FISCAL IMPACT: The cost to replace the automatic doors on the south entrance to City Hall is \$20,666.08, which can be covered using the Building Maintenance Reserve Fund.

RECOMMENDATION: Staff recommends City Council authorize a \$20,666.08 allocation from the Building Maintenance Reserve Fund to replace the damaged automatic sliding doors on the south entrance of City Hall.



Sales Representative: Philip Steinert
Cell: 626-485-9346
Lawrence Doors - Riverside Branch
Office: 951-341-0731

Manufacturers of Quality Roll Up Doors & Related Products Since 1925

CA Contractor Lic #574446 (C61) NV Contractor Lic #40877 (C3)

To: Mathew Paradis
Company: City Of Montclair
5111 Benito St
Montclair CA 91763
Phone: 9097211860
Fax:
Cell:
Email: mparadis@cityofmontclair.org

Job Name: NEW AUTO DOOR PACKAGE
Location: 5111 Benito St.
Montclair CA
Phone:
Fax:
Contact:
Cell:
Email:

Proposal#: PIEPS23-1-39478

Date Issued: 01/12/2023

We are pleased to propose the following scope of work:

PLEASE NOTE: Due to rapidly changing costs from our vendors we can no longer guarantee our proposed prices for 30 days as stated in other areas of this proposal/estimate. All pricing must be re-verified at the time of order and is subject to change. Also note that lead times shown are our best estimate at this time and may change prior to an order being placed based upon material availability.

Automatic doors

- *REMOVE AND DISCARD AUTOMATIC DOOR PACKAGE
- *FURNISH AND INSTALL NEW GILDOR AUTOMATIC DOOR PACKAGE
- *INSTALL NEW MOTION SENSORS
- *WIRE IN EXISTING CARD READER
- *SET DOOR TO PROPER CLOSING AND LATCHING SPECIFICATIONS
- *TEST FOR SAFE AND PROPER OPERATION

PREVAILING WAGE LABOR INCLUDED

Proposed Price \$20,666.08

Discount for payment made by check or cash -\$698.85

Discounted Price \$19,967.23

(Only if payment by check or cash)

Inclusions/Exclusions

Includes: Delivery and Installation

Sales Tax: Included

Labor Type: Prevailing Wage(Non-Union)

Lead 10-12 Weeks

Bid Bond: Not Included

Performance Bond: Not Included

This proposal is valid for 30 days from date issued.

Page 1 of 3

Proposal #: PIEPS23-1-39478

www.door911.com

Corporate Office:
4525 Littlejohn St Baldwin Park CA 91706
Phone: 626-962-4163 Fax: 626-960-2063



PROPOSAL

1-800-698-6783

To	Site	Date
CITY OF MONTCLAIR 5111 BENITO STREET MONTCLAIR CA 91763	CITY HALL 5111 BENITO STREET MONTCLAIR CA 91763	12/19/2022
Attn. MATHEW PARADIS		
Ref. # sq-498582	Phone (909) 626-8571ex443 Fax	Job (909) 626-8571ex443 Phone

In accordance with the terms and conditions stated hereinafter, and on the following pages, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

(909) 594-1951 (Fax)

Continued next page

We propose to furnish, deliver, and install the following subject to the terms noted below:

South Facing Door

One (1) new **Single Glass and Aluminum Automatic Sliding Storefront Door** approximately for your existing opening with the following benefits: (DORMA)

- ✓ Clear or dark bronze anodized standard finishes
- ✓ Narrow stile with standard 10" bottom rails available to meet ADA requirements
- ✓ Clear tempered glass secured by new glass stops.
- ✓ All activation and safety sensors required for ANSI 156.10 compliance
- ✓ Full breakout or sliding panel breakout for emergency exit
- ✓ All door packages provided will comply with ANSI 156.10

We will remove existing door secure the new door into place, align for proper clearance, hook up card reader to controller with customer provided card reader and wires, lubricate all moving parts, adjust the operating speeds, test the locking system, clean the glass and surrounding area, and perform our Quality Assurance & Safety Check to insure safe and proper operation of the complete door system. A complete AAADM Safety Inspection and compliance report will be performed with the final installation.

FOR THE TOTAL NET SUM OF.....\$24,926.30

Please note this bid INCLUDES the following:

1. Vortex Exclusive **three (3) year Limited Warranty.**
2. Work to be scheduled during regular business hours (M-F 7:30a-4:30p) unless otherwise stated.
3. Removal and disposal of damaged material.

Please note this bid DOES NOT INCLUDE the following:

1. Re-keying to match existing keys.
2. Any hidden conditions, damage or finish paint.
3. Power supply to the area where the new operator will be installed.

**Please fax or email signed proposal to: ArtN@VortexDoors.com
(909) 594-1901**

<input checked="" type="checkbox"/> Customer to list days or hours Vortex cannot do the work: _____	
Payment Terms: 35 % on deposit. Balance due upon Completion.	
This offer is good for 30 days. SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT. Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also does not include costs of prevailing wages, if required, unless specifically identified herein.	
NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.	
Any questions concerning a contractor may be referred to the Registrar, Contractors' License Board, 3132 Bradshaw Road, Sacramento, California. Mailing address: P.O. Box 26000, Sacramento, California 95862.	
IMPORTANT: See following pages for additional terms, including limitations of warranty and limitations of liability which are part of this proposal, and will constitute terms of your contract with Vortex. Customer is added to our General Liability policy as Additional Insured only when required by written contract with Customer.	
Accepted:	("Customer") VORTEX INDUSTRIES, LLC. ("VORTEX")
By	By Art Nielsen
Date	Date 12/19/2022

License No. #287885 • VORTEX INDUSTRIES, LLC



CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 6, 2023 **FILE I.D.:** PUB355
SECTION: CONSENT - ADMIN. REPORTS **DEPT.:** PUBLIC WORKS
ITEM NO.: 3 **PREPARER:** M. PARADIS

SUBJECT: CONSIDER AUTHORIZING A \$35,000 ALLOCATION FROM THE BUILDING MAINTENANCE RESERVE FUND FOR THE PURCHASE AND INSTALLATION OF NEW AUTOMATIC SLIDING DOORS ON THE WEST ENTRANCE OF CITY HALL

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing the use of Building Maintenance Reserve funds to purchase and install new automatic doors for the west entrance of City Hall. Pursuant to the City of Montclair Purchasing Manual, purchases over \$15,000 require City Council approval.

BACKGROUND: The west entrance of City Hall needs to be upgraded to work with the electronic locking system. A new storefront with bi-parting automatic doors is recommended.

Staff attempted to obtain three quotes from vendors to install a new storefront with bi-parting automatic doors manufactured by Gildor. Gildor is the same manufacturer of automatic doors on the north and south entrances of City Hall. Of the three companies contacted for quotes, only Lawrence Doors was able to provide an estimate for the installation of a bi-parting automatic door manufactured by Gildor. Therefore, staff recommends utilizing Lawrence Doors as the vendor for this order.

Vendor	Door Manufacturer	Amount
Lawrence Doors	Bi-parting automatic door manufactured by Gildor	\$31,038.99
Vortex Doors	Single automatic door manufactured by Dorma	\$25,887.55
Commercial Door	Nonresponsive after initial visit to take measurements	N/A

FISCAL IMPACT: The estimated cost to purchase and install bi-parting automatic doors for the West entrance to City Hall is \$35,000. The Building Maintenance Reserve Fund can be used to cover the estimate of \$31,038.99 for the purchase and installation of new automatic sliding doors, with a \$3,961.01 contingency.

RECOMMENDATION: Staff recommends City Council authorize a \$35,000 allocation from the Building Maintenance Reserve Fund for the purchase and installation of new automatic sliding doors on the west entrance of City Hall.



Sales Representative: Philip Steinert
Cell: 626-485-9346
Lawrence Doors - Riverside Branch
Office: 951-341-0731

Manufacturers of Quality Roll Up Doors & Related Products Since 1925

CA Contractor Lic #574446 (C61) NV Contractor Lic #40877 (C3)

To: Mathew Paradis
Company: City Of Montclair
5111 Benito St
Montclair CA 91763
Phone: 9097211860
Fax:
Cell:
Email: mparadis@cityofmontclair.org

Job Name: NEW AUTO DOOR PACKAGE
Location: 5111 Benito St.
Montclair CA
Phone:
Fax:
Contact:
Cell:
Email:

Proposal#: PIEPS22-12-38425

Date Issued: 12/14/2022

We are pleased to propose the following scope of work:

PLEASE NOTE: Due to rapidly changing costs from our vendors we can no longer guarantee our proposed prices for 30 days as stated in other areas of this proposal/estimate. All pricing must be re-verified at the time of order and is subject to change. Also note that lead times shown are our best estimate at this time and may change prior to an order being placed based upon material availability.

Council Lobby West Entrance

- *REMOVE AND DISCARD EXISTING STOREFRONT
- *FURNISH AND INSTALL NEW 10' X 9' 3" GILDOR AUTOMATIC SECURITY STOREFRONT DOOR PACKAGE
- *INSTALL NEW MOTION SENSORS
- *SET DOOR TO PROPER CLOSING AND LATCHING SPECIFICATIONS
- *TEST FOR SAFE AND PROPER OPERATION
- *INCLUDES PREVAILING WAGE

Power will need to be run to operator once installation is complete

Proposed Price \$31,038.99

Discount for payment made by check or cash -\$1,049.63

Discounted Price \$29,989.36

(Only if payment by check or cash)

Inclusions/Exclusions

Includes: Delivery and Installation

Sales Tax: Included Labor Type: Prevailing Wage(Non-Union)

Bid Bond: Not Included Performance Bond: Not Included

Lead 12 to 13 weeks

Payment Terms Net 30 Days (Upon Approval of Credit App)

This proposal is valid for 30 days from date issued.

Page 1 of 3

Corporate Office:

4525 Littlejohn St Baldwin Park CA 91706

Phone: 626-962-4163 Fax: 626-960-2063

Proposal #: PIEPS22-12-38425

www.door911.com



PROPOSAL

1-800-698-6783

To	Site	Date
CITY OF MONTCLAIR 5111 BENITO STREET MONTCLAIR CA 91763	CITY HALL 5111 BENITO STREET MONTCLAIR CA 91763	12/19/2022
Attn. MATHEW PARADIS		
Ref. # sq-498582	Phone (909) 626-8571ex443 Fax	Job (909) 626-8571ex443 Phone

In accordance with the terms and conditions stated hereinafter, and on the following pages, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

Continued next page

We propose to furnish, deliver, and install the following subject to the terms noted below:

West Facing Door

One (1) new **Single Glass and Aluminum Automatic Sliding Storefront Door** approximately for your existing opening with the following benefits:

- ✔ Clear or dark bronze anodized standard finishes
- ✔ Narrow stile with standard 10" bottom rails available to meet ADA requirements
- ✔ Clear tempered glass secured by new glass stops.
- ✔ All activation and safety sensors required for ANSI 156.10 compliance
- ✔ Full breakout or sliding panel breakout for emergency exit
- ✔ All door packages provided will comply with ANSI 156.10

We will remove existing door secure the new door into place, align for proper clearance, hook up card reader to controller with customer provided card reader and wires, lubricate all moving parts, adjust the operating speeds, test the locking system, clean the glass and surrounding area, and perform our Quality Assurance & Safety Check to insure safe and proper operation of the complete door system. A complete AAADM Safety Inspection and compliance report will be performed with the final installation.

FOR THE TOTAL NET SUM OF.....\$25,887.55

Please note this bid INCLUDES the following:

1. Vortex Exclusive **three (3) year Limited Warranty.**
2. Work to be scheduled during regular business hours (M-F 7:30a-4:30p) unless otherwise stated.
3. Removal and disposal of damaged material.

Please note this bid DOES NOT INCLUDE the following:

1. Re-keying to match existing keys.
2. Any hidden conditions, damage or finish paint.
3. Power supply to the area where the new operator will be installed.

**Please fax or email signed proposal to: ArtN@VortexDoors.com
(909) 594-1901**

<input checked="" type="checkbox"/> Customer to list days or hours Vortex cannot do the work: _____	
Payment Terms: 35 % on deposit. Balance due upon Completion.	
This offer is good for 30 days. SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT. Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also does not include costs of prevailing wages, if required, unless specifically identified herein.	
<small>NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.</small>	
Any questions concerning a contractor may be referred to the Registrar, Contractors' License Board, 3132 Bradshaw Road, Sacramento, California. Mailing address: P.O. Box 26000, Sacramento, California 95862.	
IMPORTANT: See following pages for additional terms, including limitations of warranty and limitations of liability which are part of this proposal, and will constitute terms of your contract with Vortex. Customer is added to our General Liability policy as Additional Insured only when required by written contract with Customer.	
Accepted:	("Customer") VORTEX INDUSTRIES, LLC. ("VORTEX")
By	By Art Nielsen
Date	Date 12/19/2022

License No. #287885 - VORTEX INDUSTRIES, LLC



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 6, 2023	FILE I.D.:	PUB355
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	PUBLIC WORKS
ITEM NO.:	4	PREPARER:	M. PARADIS
SUBJECT:	CONSIDER AUTHORIZING AN ALLOCATION OF UP TO \$100,000 FROM THE BUILDING MAINTENANCE RESERVE CONTINGENCY FUND FOR THE REPLACEMENT OF THE SPLASH PAD SURFACE TILES		

REASON FOR CONSIDERATION: The City council is requested to consider authorizing the use of Building Maintenance Reserve funds for the replacement of the Splash Pad surface tiles. The City's Purchasing Manual requires that purchases over \$15,000 receive City Council approval.

BACKGROUND: The current Splash Pad surface tiles were installed in Fiscal Year (FY) 2014-15. Every year since installation, the number of tiles that have come loose and lifted, requiring repairs, has increased from two in the first year to more than fifty during FY 2021-22. The necessary repairs are primarily due to the deterioration of the tiles. Splash Pad users pull and tug on the tiles when the tiles become loose and lifted.

Staff inquired with the manufacturer of the surface tiles, Life Floor, about the deterioration of the Splash Pad tiles. Life Floor informed City staff that the tiles installed in the Splash Pad were out of warranty and that the tiles produced then did not have UV protection. The tiles that are currently manufactured have UV protection to prevent deterioration. Additionally, Life Floor advised City staff that a factory-authorized contractor is required to install the Life Floor tiles to warrant all installation services and ensure the proper adhesive and pattern are utilized.

Inside Edge Safety Surfaces (Inside Edge) is one of the Preferred Installation Partners for the installation of Life Floor tiles. Inside Edge has recommended the installation of two layers of Life Floor tiles in an overlapping pattern to achieve the 7/8" thickness that is currently in place. Proper installation will prevent quick deterioration of the new surface tiles.

Staff is evaluating other surface options as well that are more durable, economical, and require minimal maintenance.

FISCAL IMPACT: The estimated total cost to replace the Splash Pad surface tiles with Life Floor tiles is \$100,000. The Building Maintenance Reserve Fund can be used to cover the estimated Life Floor tile installation cost of \$94,183.11 with a contingency of \$5,816.89. Staff is exploring other surface options that are durable, economical, and safe, which could substantially reduce the currently estimated replacement cost.

RECOMMENDATION: Staff recommends City Council to authorize an allocation of up to \$100,000 from the Building Maintenance Reserve Contingency Fund for the replacement of the Splash Pad surface tiles.

INSIDE EDGE SAFETY SURFACES



PEACE OF MIND

is right around the corner.

Thank you for your interest in the premier aquatic flooring solution for safety and comfort and the only NSF-50 certified flooring solution for aquatic spaces.

As the only Preferred Installation Partner in North America, Inside Edge Safety Surfaces provides an industry leading warranty on both installation and product. And our expertise in site assessment, project management, experienced installation, and post installation care, ensures a worry-free solution.

We appreciate the opportunity to partner with you on this project and to assist in creating a safer more enjoyable environment for your visitors.

Enclosed, please find our proposal outlining the scope of work, our services, and pricing required to complete the project to your satisfaction.

Thank you,

Shawn Travis

Shawn@safetysurfaces.com

612.220.1717



Account: City of Montclair

01.23.2023

Location: 5201 Benito Street Montclair, CA 91763

Project: Montclair Splash Pad_CA

PROJECT OVERVIEW

Scope:

- Inside Edge will provide “Preferred” certified labor and materials to install Life Floor at the existing area as per the attached plan.

Prep Work:

- Inside Edge will remove old Life Floor Tiles and diamond grind the concrete substrate to prepare it to receive new Life Floor.
- Inside Edge will properly clean the surface prior to application of Life Floor and adhesive.

Installation:

- Inside Edge will lay, cut, and adhere Life Floor 3/8" filler tile first with an addition 3/8" layer of life floor to achieve a desired thickness (2,013 SQ FT not including cutting allowance) in a 3 - 4 color random pattern.
- Inside Edge will ramp around the perimeter and features to adjust for height difference.

****NOTE: Concrete repairs and leveling are NOT included; if required, a Change Work Order will be issued.**

Finishing:

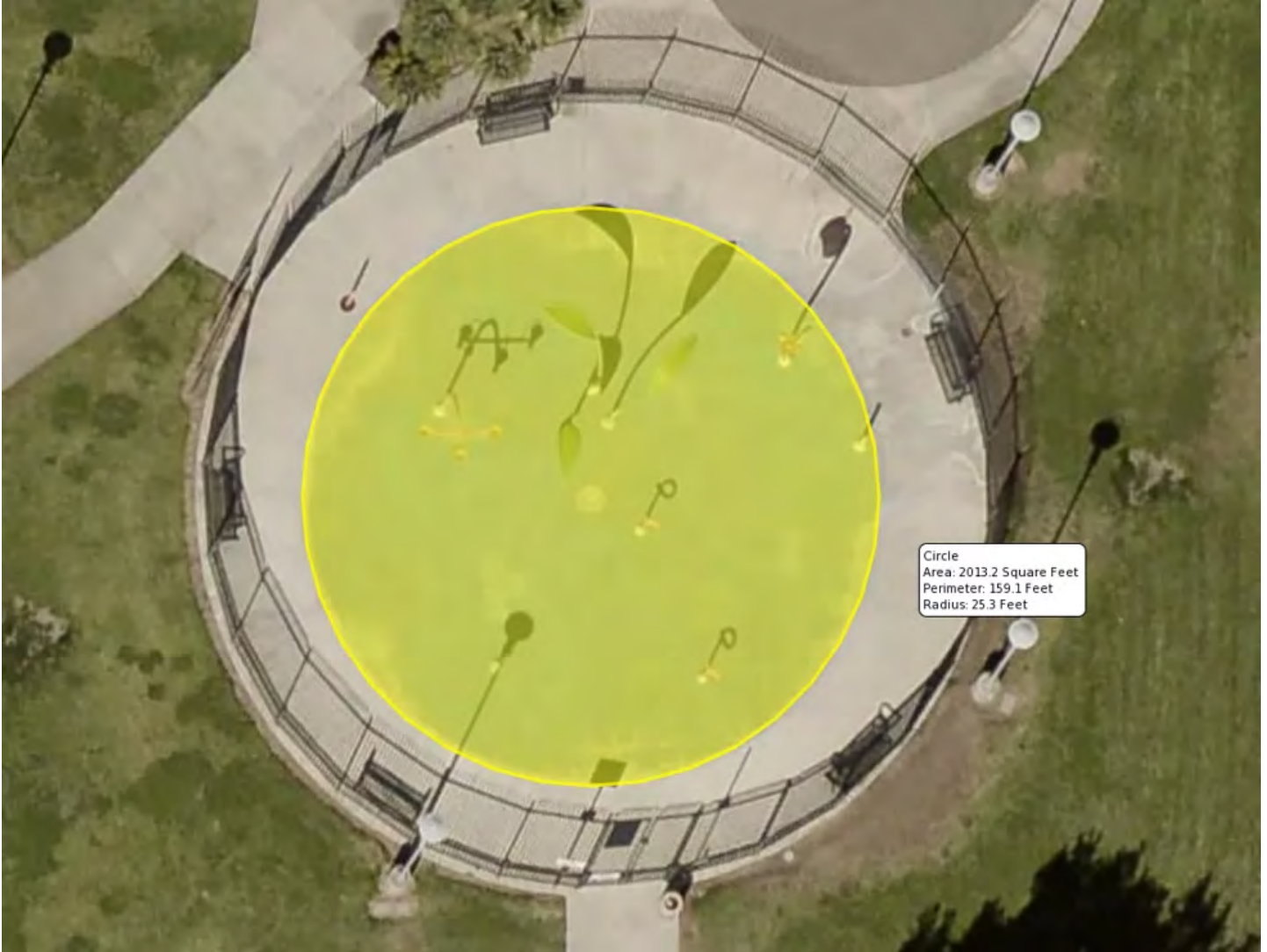
- Inside Edge will wipe down new Life Floor to remove any residual adhesive left on the surface or seams of the tiles.
- Inside Edge will roll the Life Floor tiles down to ensure proper tile adhesion.
- Inside Edge will complete a final quality control check of tile installation and do walk through with Site Supervisor before leaving the project.

Items Specifically NOT included:

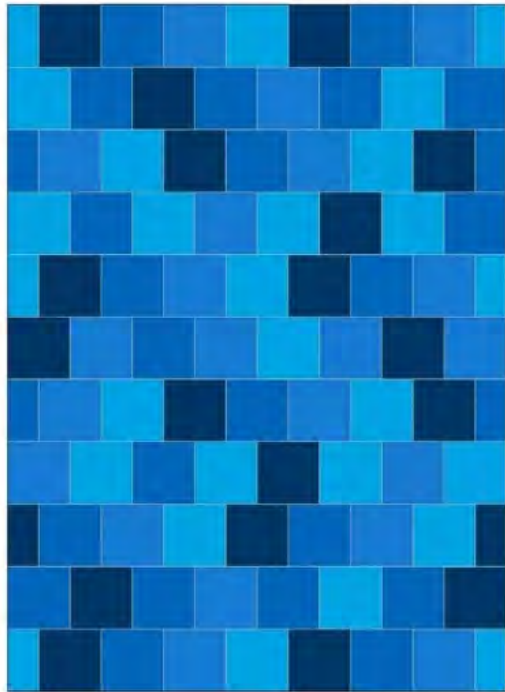
- Bid or Performance Bonds
- Substrate repairs or adjustments
- Dumpster/Offsite Disposal; provided by city.

****LIFE FLOOR TILES REQUIRE AN 8-WEEK LEAD TIME UPON RECEIPT OF ORDER****

PROPOSED AREA



PROPOSED DESIGNS



HIGH TIDE

Our High Tide Theme is most popularly used for aquatic inspired projects, pairing well with marine life and bubble **Inlays**. The cool blues of this palette are perfect for outdoor applications like multi-level play structures, water parks, and splash pads.



Submariner
HEX: 002060

Paintcode: 0015
RAL: 5010-20-25



Ocean

HEX: 00739F

Paintcode: 7343
RAL: 5010-60-40



Bluebird

HEX: 006699

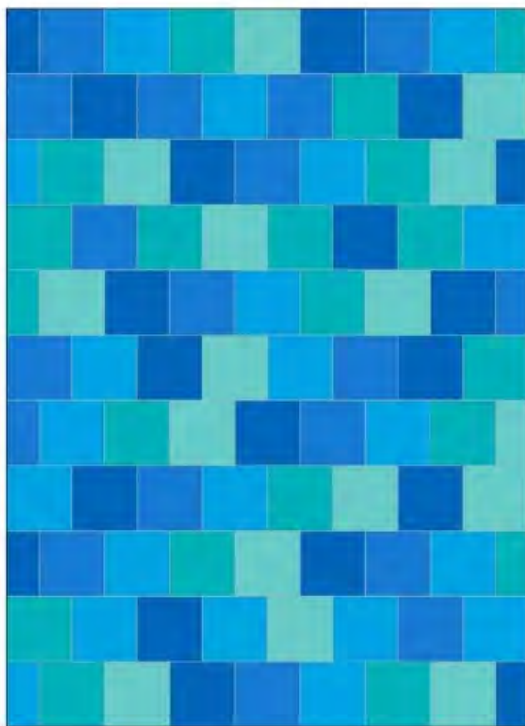
Paintcode: 1177
RAL: 5010-60-40



Aviator

HEX: 00AEEF

Paintcode: 2111
RAL: 5010-60-40



LAGOON

Our Lagoon Theme feels like a dreamy day by the seaside. Shades of blue and turquoise combine to create a refreshing marine palette that can be paired with ocean life **Inlays**. The five colors featured in this Theme add visual variety to any surface.



Ocean

HEX: 00739F

Paintcode: 2144
RAL: 5010-60-40



Bluebird

HEX: 006699

Paintcode: 1133
RAL: 5010-60-40



Aviator

HEX: 00AEEF

Paintcode: 2111
RAL: 5010-60-40



Turquoise

HEX: 00B0B0

Paintcode: 1344
RAL: 5010-60-40



Seafoam

HEX: 90EE90

Paintcode: 1310
RAL: 5010-60-40

QUOTE

****VALID FOR 60 DAYS****

- City will provide dumpster.

Projects - Labor, Materials, & Shipping <small>**Tax Exempt Status**</small>	SQ FT	SUBTOTAL
Montclair Splash Pad <small>*Prevailing Wage included -2 layers of life floor to achieve 7/8"</small>	2,013	\$94,183.11
		Subtotal \$94,183.11
		No Tax \$0.00
		Total \$94,183.11

Payment Terms:

- **10% Down payment (Due upon signing of contract)**
- **90% Final payment (Due upon substantial completion)**

Purchaser Signature: _____ Date: _____

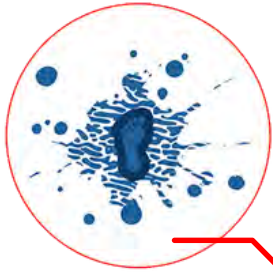
Printed Name/Title: _____

LIFE FLOOR + SAFETY SURFACES

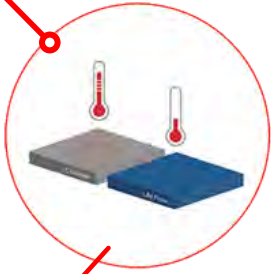
UNPARALLELED PRODUCTS + INSTALLATION EXPERTISE
PARTNERING TO **MAKE PLAY SAFER**

LIFE FLOOR PRODUCTS

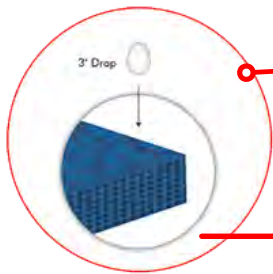
Are a foam-rubber flooring system designed for use in wet areas with barefoot traffic. Created as an alternative to concrete and other conventional materials, Life Floor is the only safety surface especially designed and engineered to perform in aquatic environments.



Unparalleled Traction: They're slip-resistant without being abrasive, softer for bare feet, and more comfortable to stand on for hours together. This leads to reduced wounds resulting from cutting, scrapping, and other laceration-type injuries.



Burn Prevention: Unlike concrete, Life Floor tiles don't absorb heat under high summer temperatures, offering UV protection and allowing your guests to play with ease on hot summer days.



Incredible Cushioning: Most eggs won't break when dropped from 3 ft. above. Seriously. Not only this, endowed with deeper grooves, the Ripple 2.0 feature reduces hydroplaning on play structures, stair towers, ramps, and zero-depth entries.



Enhanced Longevity: Unlike coatings and sealants that need to be professionally reapplied, Life Floor's traction (and cushioning) will last the entire life of the tile, helping you reduce your costs and maximize your investment.



Suitable for Aquatic Environments: Maintenance made easy. Life Floor's closed-cell technology allows for efficient surface cleaning and is stain, chemical, and water resistant.



TESTIMONIAL



MOREY'S PIER CAMP K & BONSAI BEACH

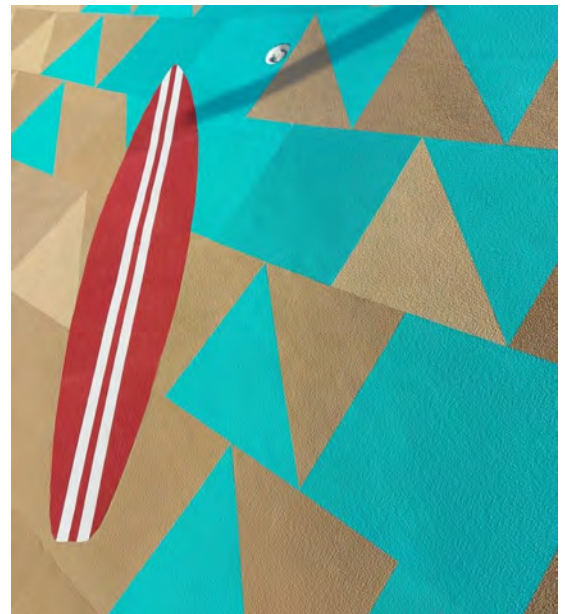
Wildwood, New Jersey

"We were more than happy with the crew that installed the new flooring. The weather definitely threw a wrench in their completion plans, but they were very efficient with working with what they had.

I was very impressed how they were able to turn it around so quickly after a day of drenching rain!!

We are already staking out our next Life Floor installations!"

-Operations Manager



HAMPTON BY HILTON POOL DECK

Alexandria, Minnesota

"We are SO EXCITED to have this new flooring in our pool area!

I know our guests will truly enjoy it as well, especially from a safety standpoint"

*Mary Kay Vanselow-Middendorf
General Manager*

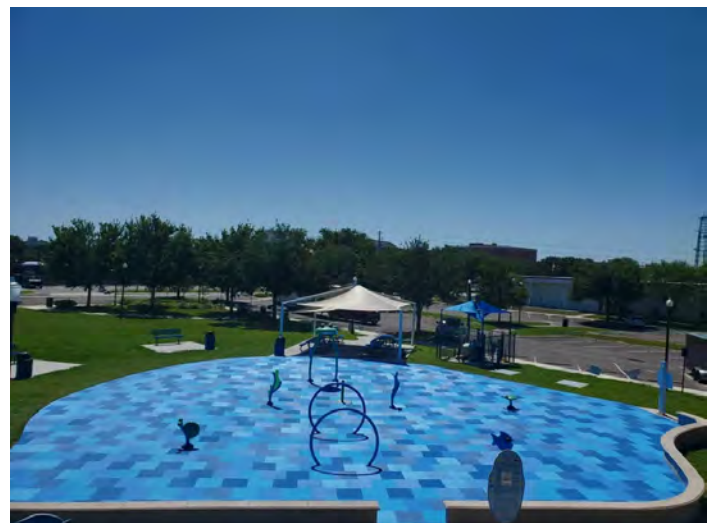
TRAILHEAD PARK SPLASH PAD

Winter Haven, Florida

"The crew who installed the Life Floor was one of the best we have seen.

They were professional, friendly, clean and the workmanship was exceptional."

*Andy Palmer
Parks Planning & Strategic Initiatives Manager*





TERMS AND CONDITIONS

1. **GENERAL.** Inside Edge agrees to provide the products (the "Products") and the installation and other services ordered by Customer (the "Services") in accordance with these Terms and Conditions, which shall be deemed a part of any Purchase Order and shall be incorporated therein by this reference. If Customer has not otherwise agreed to these Terms and Conditions as a part of a Purchase Order, Customer's accepting delivery of the Products or making payment therefor will constitute Customer's acknowledgment of its agreement to these Terms and Conditions. To the extent of any conflict or inconsistency between these Terms and Conditions and the terms and conditions set forth in any Customer purchase order, order confirmation or other document, these Terms and Conditions shall take precedence. If Customer deems any of these Terms and Conditions not to be acceptable, Customer's sole recourse shall be to cancel Customer's order by written notice to Inside Edge within five (5) days of receipt of these Terms and Conditions. Any Purchase Order, these Terms and Conditions, and any attachments hereto shall be collectively referred to herein as the "Agreement."
2. **PAYMENT TERMS.** In consideration of the delivery of the Products and/or performance of the Services, Customer agrees to pay Inside Edge the purchase price as set forth in the Purchase Order. Payment of such purchase price shall be made in U.S. Currency as and when specified in the Purchase Order. If Customer believes that any invoice is incorrect, Customer must notify Inside Edge in writing within twenty (20) days after receipt of the applicable invoice. If Customer does not so notify Inside Edge Customer shall be deemed to have waived the right to further dispute the accuracy of the invoice. If at any time Inside Edge determines that Customer's financial condition or credit rating does not justify a sale on credit, Inside Edge reserves the right to require advance payment, a personal guarantee and/or other security.
3. **LATE PAYMENT.** All payments not made as and when required hereunder shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less, commencing on the date that the purchase price payment was due pursuant to the terms of the Purchase Order. Delinquent account balances are subject to placement for collection, and Customer shall pay any reasonable fees and expenses incurred by Inside Edge for such collection activities including attorney's fees. Inside Edge reserves the right to cancel or suspend any outstanding orders upon written notice to Customer in the event of Customer's failure to make timely payment hereunder.
4. **SHIPMENT.** Delivery will be EXW, Life Floor's facility (Incoterms 2010) or other point of origin designated by Inside Edge. Inside Edge shall have the right to determine the method of shipment and routing of the Products, unless otherwise agreed in writing. Inside Edge shall not be liable for damages caused by delays in shipping or delivery for any reason whatsoever. Delay in the delivery of any Products hereunder shall not relieve Customer from the obligation to accept and pay for such Products.
5. **SERVICES.** Inside Edge shall have no obligation to perform any installation or other Services except for those specifically identified on the Purchase Order or otherwise agreed in writing by the parties.
6. **EXPRESS LIMITED WARRANTY.** Inside Edge does NOT warranty the product or adhesive provided by Life Floor. See Manufacturer's warranty. Life Floor® warrants all 7/8" and 3/8" thick Life Floor® tiles to be free of defect in workmanship or materials for a term of five (5) years from the date of delivery of the Products (the "Warranty Period"). Life Floor® warrants all 3/16" thick Life Floor® tile orders for a term of two (2) years from the date of delivery of the Products (the "Warranty Period"). Warranty does not cover color changes of any kind. Life Floor® requires Preferred Installation Partners to warrant all installation services they provide to be free of defects in workmanship and adhesion for a term of two (2) years from the date of completion of the installation of the Products (the "Warranty Period"). Life Floor® requires Certified Installers to warrant all installation services they provide to be free of defects in workmanship and adhesion for a term of one (1) year from the date of completion of the installation of the Products (the "Warranty Period"). If an installation warranty occurs during the Warranty Period, it will be the responsibility of the Installer to repair or replace the tiles. Life Floor® does not warranty installation services.



TERMS AND CONDITIONS

7. Life Floor's express warranty herein set forth is expressly conditioned upon the proper maintenance, care, and use of the Products. Improper maintenance, care, and/or use (Continued from previous page) of the Products will invalidate the warranty including failure to follow the Life Floor® Recommended Cleaning Process. See Life Floor® owner's manual for further limitations on use.
8. **DISCLAIMER.** Customer acknowledges and agrees that the express warranty set forth in section 7 above is the sole warranty with regard to the products and services. Life floor® expressly disclaims any other warranty, either express or implied, with respect to the products and services, including but not limited to, their quality, performance, merchantability, or fitness for a particular purpose or customer.
9. **LIMITATION OF LIABILITY.** In no event shall inside edge be liable to customer or any third party for any indirect, special, consequential, incidental or punitive damages or lost profits arising out of or related to the products, the services, the agreement or the performance or breach thereof, irrespective of whether liability is asserted in contract, tort, or otherwise or whether inside edge has been advised of the possibility thereof. Inside edge liability to customer under any legal theory shall in no event exceed the purchase price of the applicable products and/or services sold to customer.
10. **FORCE MAJEURE.** Inside Edge shall not be liable for any delays in delivery, or for non-delivery or nonperformance in whole or in part, caused by the occurrence of any contingency beyond the reasonable control of either Inside Edge or its suppliers including but not limited to one or more of the following causes: non-availability or shortage of materials, fire, destruction of plant, strike, labor disputes, epidemic, flood, delay in transportation, war, insurrection, embargo, acts, or demands or requirements of any governmental body. The existence of any such cause or causes of delay shall extend the time of performance to the extent of the resulting delay.
11. **CANCELLATION, COUNTERMAND AND RETURN OF GOODS.** Orders accepted by Inside Edge cannot be cancelled or countermanded, or shipments deferred, or Product returned, except with the prior written consent of Inside Edge and upon such terms that may be reasonably established by Inside Edge.
12. **INDEMNITY.** Customer will defend, indemnify and hold Inside Edge harmless from and against all damages, losses, claims and expenses, including reasonable attorneys' fees incurred by Inside Edge as a result of any breach by Customer of the Agreement, or any violation by Customer of applicable law.
13. **ASSIGNMENT.** The Agreement may not be assigned or delegated by any party without the prior written consent of the other party. The Agreement may only be amended or modified by a writing duly executed by the parties hereto.
14. **SEVERABILITY, WAIVER, AND SURVIVAL.** In case any provision in or obligation under the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby. The waiver of any provision or condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition. The Agreement constitutes the complete and final integrated agreement between the parties in regard to the specific terms contained herein. All prior negotiations, discussions and representations are merged into the Agreement. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns. The acknowledgments, covenants and obligations of the parties set forth in the Agreement shall survive the expiration or termination of the Agreement, unless inapplicable by their terms.
15. **APPLICABLE LAW.** The Agreement shall be interpreted in accordance with the substantive laws of the State of Minnesota, without giving effect to conflict of laws principles. The parties agree that the exclusive venue for any claims or actions arising under or in relation to the Agreement shall be in Hennepin County, Minnesota, or in United States District Court for the District of Minnesota. The parties hereto consent to the personal jurisdiction of such courts and waive any argument that such a forum is not convenient.



CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 6, 2023 **FILE I.D.:** VEH450/VEH120

SECTION: CONSENT - ADMIN. REPORTS **DEPT.:** POLICE

ITEM NO.: 5 **PREPARER:** J. RIEDELL

SUBJECT: CONSIDER AUTHORIZING THE PURCHASE OF A 2023 CHEVROLET BLAZER 2LT VEHICLE FOR THE POLICE DEPARTMENT FLEET FROM MOUNTAIN VIEW CHEVROLET IN THE TOTAL AMOUNT OF \$39,609.95

CONSIDER DECLARING A 2011 CHEVROLET CAPRICE VEHICLE AS SURPLUS AND AVAILABLE FOR PARTS OR FOR SALE AT AUCTION

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing the purchase of a 2023 Chevrolet Blazer 2LT vehicle to replace a vehicle currently used by Police Department personnel for investigative operations.

BACKGROUND: The City Council approved the purchase of a 2023 Chevrolet Blazer 2LT for investigative undercover operations in the Police Department Fiscal Year 2022-23 Budget. The Chevrolet Blazer 2LT would replace a 2011 Chevrolet Caprice (Unit 456) in the Police Department’s fleet, which has in excess of 84,000 miles and is over 10 years old. This vehicle has been problematic since it was purchased, having been serviced numerous times for various issues, some being significant. The manufacturer stopped production on this model several years ago, making parts difficult to acquire and costly; thus, this vehicle is recommended for replacement.

As vendors were contacted to obtain bids for this vehicle, it was discovered that, due to the supply chain issues with the automotive manufacturers, the ordering window for this particular vehicle was closed prior to this fiscal budget being approved and will not be open again until 2024. Due to this issue, several dealerships were contacted. Mountain View Chevrolet was the only dealership currently in possession of this budget-approved vehicle. Other vendors, including National Fleet Auto, did not have any surplus vehicle orders available.

Mountain View Chevrolet was able to provide a quote for one 2023 Chevrolet Blazer 2LT under the budgeted amount of \$44,256, but was unable to hold the vehicle. Staff was given authorization to obtain a purchase order to secure the vehicle prior to City Council approval, as the vehicle is included in the approved FY 2022-23 Budget.

Additionally, Unit 456 is proposed to be declared as surplus and made available for parts to support vehicles currently in service in the Police Department’s fleet or for sale at auction. The vehicle identification information is as follows:

<i>Year / Model</i>	<i>Vehicle Identification Number</i>	<i>Mileage</i>	<i>Estimated Value</i>
2011 Chevrolet Caprice	6G1MK5T23BL561277	84,867	\$7,500

FISCAL IMPACT: If authorized by the City Council, funding for the purchase of a 2023 Chevrolet Blazer 2LT vehicle would result in an expenditure of \$39,609.95 from the Police Department Fiscal Year 2022-23 Budget from COPS ELEAS Grant Fund Account

No. 1149-4425-62020-400-00000. There would be no negative fiscal impact to the City as a result of declaring an existing vehicle in the Police Department fleet as surplus and making it available for parts. However, the City could receive up to \$7,500 from the auction of said vehicle. Proceeds from the sale would be credited to the Equipment Replacement Fund.

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

1. Authorize the purchase of a 2023 Chevrolet Blazer 2LT vehicle for the Police Department fleet from Mountain View Chevrolet in the total amount of \$39,609.95.
2. Declare a 2011 Chevrolet Caprice vehicle as surplus and available for parts or for sale at auction.



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 6, 2023	FILE I.D.:	PDT360
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	POLICE
ITEM NO.:	6	PREPARER:	B. KUMANSKI
SUBJECT:	CONSIDER AUTHORIZING A \$53,000 APPROPRIATION FROM THE FEDERAL ASSET FORFEITURE FUND TO PURCHASE 53 APPLE IPHONE 14 PRO PHONES AND ASSOCIATED CELLULAR SERVICE FOR PATROL USE THROUGH FISCAL YEAR 2023-24		

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing a \$53,000 appropriation from the Federal Asset Forfeiture Fund to purchase 53 Apple iPhone 14 Pro phones and associated cellular service for patrol use through Fiscal Year 2023-24.

BACKGROUND: The use of cellular phones and the associated technologies they bring are becoming more necessary in the current state of law enforcement. During the COVID-19 pandemic, it became common to conduct many contacts by phone, and members of the public have become accustomed to this convenience. The convenience a cellular phone provides extends to investigations as well, as they can be used to call witnesses in the field, share photographs with coworkers, and scan documents for evidence. None of these tasks are possible without an issued cellular phone, as they are not permissible on a personally-owned device. In addition, current cellular phone technology boasts cameras that rival stand-alone digital cameras. A cellular phone camera would replace the Department's aging issued digital cameras with better quality and low-light performance. If an Apple iOS device is utilized, future capabilities with additional software include the ability to directly interface with the Department's Computer Aided Dispatch and Records Management System (CAD/RMS) and securely connect to various Department of Justice systems such as CalPhoto and CalGangs.

The Police Department currently has 25 phone lines issued to employees to assist with their assigned duties. Of these, 17 are issued to police officers or Watch Commander vehicles. Based on the future iOS operating system requirement, Police Department and Information Technology staff have determined the Apple iPhone 14 Pro, 128GB to be an appropriate selection factoring in both capability and size.

Verizon Wireless, the City's current wireless provider, provided a quote per phone of \$450 each and the associated government service per line of \$45 per month. Factoring existing phones in need of an upgrade to the needed iOS standard, 53 additional phones and 40 lines of associated cellular service would be needed in order to issue a phone to each remaining budgeted police officer.

FISCAL IMPACT: If authorized by the City Council, funding to cover the purchase of 53 Apple iPhone 14 Pro phones and associated cellular service for patrol use through Fiscal Year 2023-24 would result in an appropriation from the Federal Asset Forfeiture Fund 1144 in the amount of \$53,000.

RECOMMENDATION: Staff recommends the City Council authorize a \$53,000 appropriation from the Federal Asset Forfeiture Fund to purchase 53 Apple iPhone 14 Pro phones and associated cellular service for patrol use through Fiscal Year 2023-24.



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 6, 2023	FILE I.D.:	HSV020/GRT125
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	HUMAN SVCS.
ITEM NO.:	7	PREPARER:	A.COLUNGA
SUBJECT:	CONSIDER APPROVAL OF GRANT FUND BALANCE CARRYOVER FROM PRIOR FISCAL YEARS FOR USE IN THE HUMAN SERVICES DEPARTMENT		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of the Human Services Department's use of \$20,814.07 in grant funding left over from prior fiscal years.

BACKGROUND: In prior fiscal years, Kaiser Foundation Hospitals–Ontario, the City of Hope, and the County of San Bernardino provided grant funding to the Human Services Department to be used toward various programs including Por La Vida, Health Promotion, Case Management, and Healthy Communities Strategic Planning. As of June 30, 2022, there are fund balances in the amounts of \$3,822.10 from Kaiser (Fund 1166); \$1,290.78 from the City of Hope (Fund 1162); and \$15,701.19 from the County of San Bernardino Healthy Communities (Fund 1169) grant programs. These amounts do not include any grant funds awarded for Fiscal Year 2022–23 by these organizations. Use of these funds are essential to support critical ongoing program needs

FISCAL IMPACT: City Council approval would allow these leftover funds to be utilized to support Human Services Department program needs. The use of these funds will remain consistent with the intent, scope, and purpose for which these funds were originally granted. A combined total of \$20,814.07 will be added to the Human Services Clinic and Family and Health Education budgets.

RECOMMENDATION: Staff recommends the City Council approve the grant fund balance carryover from prior fiscal years for use in the Human Services Department.



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 6, 2023	FILE I.D.:	MCF175/MCF200
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	HUMAN SVCS./MCF
ITEM NO.:	8	PREPARER:	A.COLUNGA
SUBJECT:	CONSIDER AUTHORIZING AN ALLOCATION OF UP TO \$15,000 FROM GRANT AND DONATION FUNDS FROM THE MONTCLAIR COMMUNITY FOUNDATION FOR THE PURCHASE OF ITEMS FOR THE 2023 MONTCLAIR TO COLLEGE GRADUATION CEREMONY		

REASON FOR CONSIDERATION: The Montclair Community Foundation (MCF) Board of Directors is requested to consider approving the use of Montclair to College Funds to pay for items related to the 2023 Montclair to College Graduation Ceremony. MCF adheres to the purchasing policies of the City of Montclair. According to the City's Purchasing Manual, major purchases over \$1,000 will need to receive board approval. Staff recommends the board approve the purchase of items related to Montclair to College Graduation not to exceed \$15,000.

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

The Montclair to College Graduation Ceremony is scheduled to be held on April 26, 2023 at the Canyon at Montclair Place if the proposed use of funds is approved by the MCF Board. Items to be purchased related to the graduation ceremony include the cost of dinner at the event location for graduates and guests, decorations, and advertising.

FISCAL IMPACT: Should the MCF Board approve the purchase of items related to Montclair to College Graduation, costs will not exceed \$15,000 from MCF grant funds and donations.

RECOMMENDATION: Staff recommends the Montclair Community Foundation Board of Directors authorize an allocation of up to \$15,000 from grant and donation funds for the purchase of items for the 2023 Montclair to College Graduation Ceremony.



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 6, 2023	FILE I.D.:	SBC300
SECTION:	CONSENT - AGREEMENTS	DEPT.:	ECONOMIC DEV.
ITEM NO.:	1	PREPARER:	M. FUENTES
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 23-09 WITH RANGWALA ASSOCIATES TO PREPARE A FEASIBILITY STUDY RELATED TO THE CITY OF MONTCLAIR'S SPHERE OF INFLUENCE, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 23-09 with Rangwala Associates for a feasibility study related to the City of Montclair's sphere of influence.

A copy of proposed Agreement No. 23-09 with Rangwala Associates is attached for City Council review and consideration.

BACKGROUND: At the City Council Meeting of April 16, 2018, the City Council approved Agreement No. 18-10, a professional services agreement with Rangwala Associates to update the City of Montclair's General Plan. A General Plan serves as a basis for decisions that affect all aspects of our daily lives such as parks, neighborhoods, recreation, community facilities, transportation, the environment, public health and safety, and education. A General Plan is a strategic and long-term document identifying goals and policies that guide and direct the City in terms of implementing policies, programs, and resources.

Pursuant to GC §56033.5 cities and counties are required to review and update their general plans to include data and analysis, goals, and implementation measures regarding unincorporated lands adjacent to their borders, areas commonly known as spheres of influence.

This requirement applies each time an element of a general plan is revised and updated.

GC §56033.5 requires an updated general plan to include:

- Identifications of island, fringe, and legacy communities, and must include descriptions and location maps of the communities.
- An analysis of the city or county's current programs and activities to address those conditions or deficiencies.
- An identification of any constraints to addressing those conditions or deficiencies.
- An analysis that evaluates the annexation of island or fringe communities.
- A statement of the city or county's specific, quantified goals for eliminating or reducing those conditions or deficiencies and
- A set of flexible implementation measures to carry out those goals, including identification of resources and a timeline of actions.

The intent of GC §56033.5 is to identify areas considered disadvantaged unincorporated communities and to identify service issues within disadvantaged unincorporated communities as part of municipal service reviews and sphere of influence reviews.

As part of the General Plan Update, staff has included a section that addresses GC §56033.5 and includes broad objectives for land use and economic development in the City of Montclair's sphere of influence area.

Sphere of Influence Study

While the General Plan Update currently contains a section that responds to the requirements of GC 56033.5 related to disadvantaged unincorporated communities, the original request for proposal for the General Plan Update had no requirement for a feasibility study looking at the potential annexation of the City of Montclair's sphere of influence areas given direction provided by the City Council at the time.

Recently, several Council Members have approached staff regarding concerns related to the types of developments being proposed in the City's sphere of influence and the need for a plan to be developed to help guide development in the sphere of influence.

In order to address concerns related to the use and development of properties within the City of Montclair's sphere of influence, staff reached out to Rangwala Associates, the current consultant being used to conduct the General Plan Update, to solicit proposals looking at the market, financial, and political feasibility of acquiring the areas within the City of Montclair's sphere of influence.

Rangwala Associates provided two separate proposals—a specific plan proposal and a feasibility study proposal. After reviewing the two proposals, staff is recommending conducting a feasibility study given that the intent of the study is to look at the market, financial, and political feasibility of acquiring the areas within the City of Montclair sphere of influence. Conducting a specific plan for the sphere of influence is not recommended by staff at this time given the uncertainties of acquiring the areas within the sphere of influence, the annexation process, and the future potential development of the area.

After careful consideration, staff has elected to use the services of Rangwala Associates based on feedback from various other local government agencies who have utilized the services of Rangwala Associates for this type of project, cost, familiarity with the City of Montclair, and the consultant's current work on the City of Montclair's General Plan Update.

Scope of Work

The scope of services to be provided by Rangwala Associates is summarized as follows:

1. Project Coordination:
 - a. In Phase 1, Rangwala Associates will initiate communications with the Montclair sphere of influence community, the local stakeholders, and decision-makers, to ensure that a path is put in place for a successful project. This step includes a kick-off meeting, a joint meeting with the City Council and Planning Commission, monthly staff meetings, and approach to community engagement.

2. Discovery

- a. In Phase 2, Rangwala Associates will review existing plans, ordinances, reports, and projects that have been completed within the sphere of influence. Concurrently, Rangwala Associates will gather broad macro-level information at the sector level for the sphere of influence and more micro-scale (block and lot) specific and detailed information for the key corridors. Rangwala Associates will study the existing urban form, place, people, circulation, and market.

3. Visioning

- a. In Phase 3, Rangwala Associates will conduct a community workshop to get feedback from residents, conducted growth projections and evaluate value benchmarks, evaluate fiscal impact of alternatives, analyze revenue-sharing scenarios, evaluate infrastructure needs, and evaluate infrastructure phasing.

4. Feasibility Report

- a. In Phase 4, Rangwala Associates will prepare a screen check administrative and public drafts of the feasibility report for review by City staff and public. Based on staff and community feedback, Rangwala Associates will prepare a final draft of the feasibility report.

FISCAL IMPACT: Approval of proposed Agreement No. 23-09 with Rangwala Associates would result in a total cost to the City of \$270,422, inclusive of a \$25,000 contingency, payable from the Economic Development Fund.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 23-09 with Rangwala Associates to prepare a Feasibility Study related to the City of Montclair's sphere of influence, subject to any revisions deemed necessary by the City Attorney.

AGREEMENT NO. 23-09
CITY OF MONTCLAIR

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and effective as of February 7, 2023, between the City of Montclair, a municipal corporation (“City”) and Rangwala Associates (“Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on February 7, 2023 and shall remain and continue in effect until tasks described herein are completed.

2. **SERVICES**

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

3. **PERFORMANCE**

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

4. **CITY MANAGEMENT**

City’s City Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to Consultant. City’s City Manager shall be authorized to act on City’s behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant’s compensation, subject to Section 5 hereof.

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed \$245,422 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (11%) of the amount of the Agreement, but in no event shall total compensation exceed twenty-five Thousand Dollars (\$25,000.00). Any additional work in excess of this amount shall be approved by the City Council.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

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

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

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

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to billed time, sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment. Notwithstanding the above, all computer financial models including without limitation compilations of formulas and spreadsheet models used or developed by the Consultant in performing its work are proprietary and shall remain property owned solely by the Consultant.

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

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all

of its officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney’s fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant. Said indemnification shall include any claim that Consultant, or Consultant’s employees or agents, are considered to be employees of the City or are entitled to any employee benefits from City, including but not limited to those available under Public Employees Retirement Law.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant or other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

10 . INSURANCE

(a) Types of Required Coverages

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

- (1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01, with minimum limits of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and \$2,000,000 aggregate total bodily injury, personal injury and property damage. Commercial General Liability

insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

- (2) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits of \$1,000,000 for bodily injury and property damage, each accident. If Consultant owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (3) **Professional Liability:** Professional Liability Insurance with minimum limits of \$1,000,000 each claim. Covered Professional Services shall specifically include all work to be performed under the contract and delete any exclusion that may potentially affect the work to be performed.
- (4) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

(b) Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (1) The insurance coverages required by Section (a)(1) Commercial General Liability; and (a)(2) Automobile Liability Insurance shall contain the following provisions or be endorsed to provide the following:

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Contract. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of contractor
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the Contract)

Primary Insurance: This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent

insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

- (2) The policy or policies of insurance required by Section (a)(4) Workers' Compensation shall be endorsed, as follows:

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

(c) Notice of Cancellation

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

(d) Waiver of Subrogation

Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision.

(e) Evidence of Insurance

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

(f) Deductible or Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(g) Contractual Liability

The coverage provided shall apply to the obligations assumed by the Consultant under the indemnity provisions of this contract.

(h) Failure to Maintain Coverage

Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of

insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Contract. In addition, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

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

(i) Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

(j) Claims Made Policies

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Consultant's Contract with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least three (3) years from termination or expiration of this Contract. Upon expiration or termination of coverage of required insurance, Consultant shall procure and submit to City evidence of "tail" coverage or an extended reporting coverage period endorsement for the period of at least three (3) years from the time that all work under this contract is completed.

(k) Insurance for Subconsultants

Consultant shall be responsible for causing Subconsultants to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the City as an Additional Insured to the Subconsultant's policies.

11. INDEPENDENT CONTRACTOR

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

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

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

(c) Consultant covenants that neither he/she nor any office or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

16. NOTICES

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

To City:

Edward C. Starr
City Manager
City of Montclair
5111 Benito
Montclair, CA 91763

To Consultant:

Kaizer Rangwala
Rangwala Associates
23361 Aetna St,
Woodland Hills, CA 91367

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Andrea Roess (responsible employee) shall perform the services described in this Agreement.

Consultant's responsible employee may use assistants, under his direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of the responsible employee from Consultant's employ. Should he leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. CONFIDENTIALITY

Information and materials obtained by the Consultant from City during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the Consultant for any purpose other than the performance of this Agreement.

22. DISCRIMINATION

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CITY OF MONTCLAIR

CONSULTANT

By: _____
Javier John Dutrey, Mayor

By: _____
Kaizer Rangwala

Attest:

By: _____
Andrea M. Myrick, City Clerk

By: _____
(Title)

Approved as to Form:

By: _____
Diane E. Robbins, City Attorney

PROPOSAL

Feasibility Analysis for Acquiring the Montclair Sphere of Influence Area

Project Understanding: The City wishes to understand the market, financial, and political feasibility of acquiring the area within its sphere of influence. The analysis will address three feasibility areas:

1. Is there sufficient market demand;
2. Is there community support to acquire the area and what is the long term vision for the area — this is a benchmark of potential support or opposition and must include key elected and appointed officials, utility providers, tax assessors, environmental groups, and residents and businesses in the area; and
3. Will the acquisition provide a sufficient return on investment to cover the cost of providing services.

This feasibility study will serve as a basis for future planning and environmental documentation (potentially within a specific plan) necessary to facilitate orderly preservation, growth, and redevelopment within the sphere of influence area.

Task 1: Project Coordination

In this phase our team will initiate communications with the Montclair SOI community, the local stakeholders, and decision-makers to ensure that a path is put in place for a successful project.

This step includes a kick-off meeting, a joint meeting with the City Council and Planning Commission, monthly staff meetings, and approach to community engagement.

Deliverables:

- Kick-off meeting with City Staff
- List of data needs
- Community Engagement Strategy
- Interview with Key Stakeholders
- Project Website
- Monthly Progress Meetings
- Participate in Joint City Council & Planning Commission Meeting

Task 2: Discovery

We will review existing plans, ordinances, reports, and projects that have been completed. Concurrently, we will gather broad macro-level information at the sector level for the SOI Specific Plan and more micro-scale (block and lot) specific and detailed information for the key corridors. We will study the existing urban form, place, people, circulation, and market.

Task 2.1: Existing Conditions Infrastructure

Using materials gathered from work on the GPU and Ahmud Specific Plan, summarize the existing conditions infrastructure for the SOI area including wet utilities (storm drain, water and sewer) and dry utilities including gas and electricity. The memorandum will also evaluate water supply utilizing the 2020 Urban Water Management Plan from Monte Vista Water District. Where applicable, utilize the most recent master plans for drainage, water and sewer.

Deliverables:

Existing Infrastructure Report

Task 2.2 Mobility

No new growth is anticipated in the SOI. The discovery work will document existing street conditions and identify opportunities for addressing any deficiencies and multimodal connectivity.

Deliverables:

Existing Mobility Condition Report

Task 2.3 Design

Assess the structural and design integrity of the SOI buildings. Document and study the safety, comfort, interest and usefulness of existing sidewalks. Identify the different place types and the unique characteristics for each place — including the public space network. Clarify expectations for new development. Identify concerns related to the physical form of the place at the sector, block, and lot level. Based on market conditions, available sites, and community preference, identify areas for preservation and renewal.

Deliverables:

Map of Place, Street, Open Space Building Types
Vacant site inventory
Pattern of Growth

Task 3: Visioning

Task 3.1 Community Workshop

The community workshop process will create a shared physical vision among all the stakeholders. A shared vision is a call for action, not just an idea. Based on the analysis, findings, and community input gathered in the previous step we will host a community workshop.

The community workshop focuses community input over a short period of time, through the hands-on efforts of folks representing the full spectrum of interests. The approach is inclusive and designed to build consensus from the outset.

During and beyond the workshop, we will represent the various planning ideas through vivid graphics such as Illustrative Plans, Street Sections, and perspective renderings that instantly help anyone understand the various physical transformations proposed. The outcome from the workshop will be a conceptual physical master plan that illustrates possible public and private realm improvements and a set of guiding principles.

Deliverables:

Growth Alternatives (location and amount)
Mobility Vision
Public realm improvements
Phasing Plan

Task 3.2: Growth Projections and Assessed Value Benchmarks

We will prepare estimates of growth across residential and nonresidential land uses in the SOI area over a 25-year horizon, and establish benchmark price and rent performance parameters for new development. We will use SCAG projections as a key source to determine subregional employment and residential growth, and based on historic trends and available development capacity project potential capture of residential and non-residential uses in the Sphere of Influence area. We will review this information with the City team and arrive at a preferred growth scenario. We will use Co-Star and the County Assessor information to develop benchmarks for prevailing and projected assessed valuation of properties in the Sphere of Influence area.

Deliverables:

A memorandum summarizing growth projections and value benchmarks

Task 3.3: Evaluate Fiscal Impact of Alternatives

3.3a Update General Plan Fiscal Impact Model

HR&A will update the City's General Plan fiscal impact analysis model to evaluate plan alternatives by incorporating the latest General Fund revenue and cost drivers (such as population, dwelling-units, employment or a blended 'equivalent dwelling unit'). The model will aim to determine net fiscal impact to the City's General Fund over a 25-year period as a result of annexing the Sphere of Influence Area. Unless otherwise specified by City staff, HR&A will assume the same level of municipal service and related service costs in the annexed area as in the currently incorporated City. HR&A will apply a range of up to three tax sharing arrangements

with adjusted service responsibilities between the County of San Bernardino and the City to develop fiscal scenarios for each alternative.

3.3b Analyze Revenue Sharing Scenarios

We will apply the above model framework to analyze the net fiscal impact to the City's General fund for the preferred growth scenario developed at the Community Workshop. We will work with the project team to extract key inputs required for this analysis, which will include incremental growth by land use over 25 years. We will align the buildout scenario with growth projections created in the previous task in 5 -year increments and develop net fiscal costs and revenues for the same. Based on the City's current service provision costs HR&A will evaluate up to three property tax sharing scenarios between the City and San Bernardino County which may include – a 'benchmarked' scenario based on recent precedents in San Bernardino County, a 'break even' scenario defining the minimum revenue share required to cover the City's service costs, and a 'maximum' scenario based on a 100 percent share of County taxes.

Deliverables:

Memorandum summarizing findings from the fiscal analysis and recommendations

Task 3.4: Proposed Infrastructure Conditions Summary

Evaluate the proposed condition of the proposed SOI Specific Plan based on the findings within the available master plans and identify potential impacts associated with any land use changes. Provide recommendations for reducing the reliance on septic systems within the SOI area. Fuscoe Engineering will work with City staff and MVWD staff on the technical evaluation and on recommendations for improving infrastructure systems within the SOI area.

Deliverable:

Infrastructure Recommendation Report

Task 3.5 Infrastructure Phasing Evaluation

Assist the City develop an order of magnitude infrastructure phasing plan consistent with anticipated levels of development over time. Assumes in the range of three to five phase. Assumes City to provide hydraulic modeling or rule of thumb calculations will be used for conceptual sizing of public sewer and water systems.

Deliverable:

Infrastructure phasing plan

Task 4: Feasibility Report

Task 4.1 Draft Feasibility Report

The Consulting Team will prepare a screencheck Admin and Public Drafts of the Feasibility Report for review by City staff and public. Based on staff and community feedback, the team will prepare a Final Draft of the Feasibility Report.

Task 4.2 Joint Meeting with Planning Commission and City Council

The Consulting Team will participate in a joint public meeting with the Planning Commission and City Council to present the final SOI Feasibility Report.

Deliverables:

Feasibility Report

Presentation at Joint City Council and Planning Commission Meeting

	RA		HR&A				Fehr & Peers						Fusco Engineering				FHSP		Other	
	KR		AB		Jenna F		JP		DV		RP		IA		SE		DS			
	@ \$250		450		280		@ \$315		@ \$200		@ 150		@ \$250		@ \$198		@ 175			
	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount		
Task 1 Planning & Coordination																				
1.1	Kick-off Mtg	8	\$2,000																	
1.2	Joint Mtg CC & PC	12	\$3,000																	
1.3	Monthly Status Mtg	12	\$3,000																	
1.4	Project Website	38	\$9,500																	
1.5	Civic Engagement																			
	1.5.1 Online Engagement	10	\$2,500																	
	1.5.2 Project Tour	4	\$1,000	4	\$1,800	4	\$1,120		4	\$800							4	\$700		
Task 2 Discovery																				
2.1	Existing Conditions Infrastructure	4	\$1,000					8	\$2,520	24	\$4,800	40	\$6,000	12	\$3,000	18	\$3,564			
2.2	Mobility	20	\$5,000																\$1,300	
2.3	Design (place)	53	\$13,250														9	\$1,575		
Task 3 Visioning																				
3.1	Community Workshop	44	\$11,000					6	\$1,890	8	\$1,600	16	\$2,400					16	\$2,800	\$2,500
3.2	Growth Projections & Assessed	4	\$1,000	6	\$2,700	30	\$8,400													
3.3	Evaluate Fiscal Impacts of																			
	3.3a Update General Plan Fiscal	5	\$1,250	8	\$3,600	50	\$14,000													
	3.3b Analyze Revenue Sharing	5	\$1,250	8	\$3,600	50	\$14,000													
3.4	Proposed Infrastructure	4	\$1,000										22	\$5,500	44	\$8,712				
3.5	Infrastructure Phasing Evaluation	12	\$3,000										14	\$3,500	23	\$4,554				
Task 4 Feasibility Report																				
4.1	Draft Feasibility Report	253	\$63,250																	
4.5	Joint Mtg CC & PC	12	\$3,000	4	\$1,800	4	\$1,120													
Sub-total			\$125,000		\$13,500		\$37,520		\$4,410		\$7,200		\$8,400		\$12,000		\$16,830		\$5,075	\$3,800
Total																				\$233,735
5% Contingency																				\$11,687
Final Total																				\$245,422



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 6, 2023	FILE I.D.:	FWY157/LDA210
SECTION:	CONSENT - AGREEMENTS	DEPT.:	PUBLIC WORKS
ITEM NO.:	2	PREPARER:	R. HOERNING
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 23-10, THE SECOND AMENDMENT TO AGREEMENT NO. 19-25 WITH SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA), A RIGHT-OF-WAY CONTRACT FOR THE PURCHASE OF REAL PROPERTY BY SBCTA FROM THE CITY FOR CONSTRUCTION OF THE I-10 CORRIDOR PROJECT, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY		

REASON FOR CONSIDERATION: San Bernardino County Transportation Authority (SBCTA) and the California Department of Transportation (Caltrans) have entered into a cooperative agreement to construct the I-10 Corridor Project. The City owns various properties along the corridor project at six distinct locations that require the purchase of temporary construction easements and fee property under the original agreement. SBCTA requests approval of a second amendment to the right-of-way contract to provide a time extension for certain temporary construction easements and for the compensation for using four distinct City-owned properties.

A copy of proposed Agreement No. 23-10, the Second Amendment to Agreement No. 19-25, is attached for City Council review and consideration.

BACKGROUND: On March 18, 2019, the City Council approved Agreement No. 19-25, a right-of-way contract for purchasing City-owned property for constructing the I-10 corridor project. The SBCTA Board of Directors, at its meeting on June 5, 2019, voted to rescind the Interstate 10 Corridor Contract 1 Project Incentive Payment Program that was a component of Agreement No. 19-25. On August 5, 2019, the City Council approved the First Amendment to the right-of-way contract deleting the Incentive Program component of Agreement No. 19-25.

The original temporary construction easements included an expected specified active construction duration period for the Contractor. As a result of the complex nature of the I-10 Corridor Project, these construction periods have expired. SBCTA received verbal approval from the City to continue using City property to facilitate the completion of the I-10 Corridor project. SBCTA requests approval of a time extension for four of the six City-owned properties. Additionally, SBCTA is offering mitigation compensation to the City for damages caused by their Contractor beyond the original scope of the work. This Second Amendment to Agreement No. 19-25 formalizes SBCTA's use of these City properties and related matters.

The proposed Second Amendment to the Agreement identifies the four distinct locations of interest to the I-10 Corridor Project and establishes the compensation for said property.

- Freedom Park — APN 1008-332-03: A 17-month extension to the construction easement period is needed from the City of Montclair property to accommodate the mainline widening improvements with an end date of August 31, 2023. Also, additional mitigation compensation related to Contractor damage to landscape and parking lot striping outside the designated work zone.

- Flood Control Channel at Monte Vista Avenue westbound on-ramp — APNs 1009-131-03 and 1009-145-92: A 15-month extension to the construction easement period is needed from the City of Montclair property to accommodate the mainline widening improvements with an end date of August 31, 2023.
- MacArthur Park — APNs 1008-311-06, 1008-311-17, 1008-311-18, and 1008-311-19: A 20-month extension to the construction easement period is needed to accommodate the mainline widening improvements with an end date of August 31, 2023. Also, additional mitigation compensation related to Contractor damage to landscape and partnering funds for a dual purpose access road for the relocated cell tower and future recreation trail outside the designated work zone.
- Previously Richmond American Homes, west side of Monte Vista Avenue — APN 1009-153-60: A 16-month extension to the construction easement period is needed to accommodate the mainline widening improvements with an end date of August 8, 2023.

Staff recommends that the City Council execute the attached amendment to continue collaborating with our regional partners on this significant project.

FISCAL IMPACT: City Council approval of the Second Amendment to the Agreement with SBCTA would result in the receipt of \$124,755, which will be paid by SBCTA to the City of Montclair.

RECOMMENDATION: Staff recommends that the City Council approve Agreement No. 23-10, the Second Amendment to Agreement No. 19-25 with San Bernardino County Transportation Authority (SBCTA), a right-of-way contract for the purchase of real property by SBCTA from the City for construction of the I-10 Corridor Project, subject to any revisions deemed necessary by the City Attorney.

I-10 CORRIDOR CONTRACT 1 PROJECT

1008-332-03; 1009-145-92; 1009-131-03; 1008-311-06;
1008-311-17; 1008-311-18; 1008-311-19 and 1009-153-60
Assessor Parcel Numbers

OPC to fill in

Escrow No.

STPLN-6053(130)
Federal Project No.

OPC to fill in

Title Order No.

SECOND AMENDMENT TO RIGHT-OF-WAY CONTRACT

This Second Amendment to Right-of-Way Contract ("Amendment") is entered into by and between the San Bernardino County Transportation Authority ("SBCTA") and the CITY OF MONTCLAIR, a Municipal Corporation (hereinafter, "Grantor") regarding the real properties located at Assessor Parcel Numbers 1008-332-03; 1009-145-92; 1009-131-03; 1008-311-06; 1008-311-17; 1008-311-18; 1008-311-19 and 1009-153-60 in the County of San Bernardino in connection with the I-10 Corridor Contract 1 Project (the "Project").

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. On or about September 10, 2019, SBCTA and Grantor entered into a Right-of-Way Contract ("Original Right-of-Way Contract") related to SBCTA's acquisition of various property interests from Grantor. That original Right-of-Way Contract was inadvertently labeled "First Amendment to Right -of-Way Contract". As a result, this amendment will be referred to as the "Second Amendment to Right -of-Way Contract"
2. Paragraph 14 of the Original Right-of-Way Contract provides that the temporary construction easements ("TCEs") shall be for a period of sixty (60) months ("TCE Term") commencing upon the date the amount of funds specified in Clause 2(A) are deposited into escrow with the actual/physical construction activities within the temporary construction easement areas limited to a period twelve (12) months (the "Construction Period").
3. The parties desire to extend the Construction Period of the TCEs (using their designated numbering from the Original Right-of-Way Contract) set forth below in order to allow SBCTA the ability to complete the requisite Project improvements and construction activities as follows:
 - a. **Assessor Parcel Number 1008-332-03:**
 - i. The Construction Period shall be extended seventeen (17) months through August 31, 2023 ("TCE Extension #2").
 - ii. SBCTA shall pay the undersigned Grantor the sum of FOURTEEN THOUSAND TWO HUNDRED EIGHTY DOLLARS AND NO CENTS (\$14,280.00) plus an additional THIRTY-THREE THOUSAND DOLLARS AND NO CENTS (\$33,000.00) for mitigation costs for a total of FORTY-SEVEN THOUSAND TWO HUNDRED EIGHTY DOLLARS AND NO CENTS (\$47,280.00).

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
**SECOND AMENDMENT TO RIGHT OF WAY
CONTRACT**

b. **Assessor Parcel Numbers 1009-145-92 and 1009-131-03:**

- i. The Construction Period shall be extended fifteen (15) months through August 31, 2023 ("TCE Extension #3").
- ii. SBCTA shall pay the undersigned Grantor the total sum of TWENTY-THREE THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS (\$23,625.00).

c. **Assessor Parcel Numbers 1008-311-06, 1008-311-17, 1008-311-18 and 1008-311-19:**

- i. The Construction Period shall be extended twenty (20) months through August 31, 2023 ("TCE Extension #4").
- ii. SBCTA shall pay the undersigned Grantor the sum of EIGHT THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS (\$8,400.00) plus an additional FORTY-FOUR THOUSAND NINE HUNDRED FIFTY DOLLARS AND NO CENTS (\$44,950.00) for mitigation costs for a total of FIFTY-THREE THOUSAND THREE HUNDRED FIFTY DOLLARS AND NO CENTS (\$53,350.00).

d. **Assessor Parcel Number 1009-153-60:**

- i. The Construction Period shall be extended through August 31, 2023 ("TCE Extension #6").
 - ii. SBCTA shall pay the undersigned Grantor the sum of FIVE HUNDRED DOLLARS AND NO CENTS (\$500.00).
4. SBCTA shall pay the undersigned Grantor the total sum of ONE HUNDRED TWENTY-FOUR THOUSAND SEVEN HUNDRED FIFTY-FIVE DOLLARS AND NO CENTS (\$124,755.00) under this Amendment as consideration for TCE Extensions #2, 3, 4, and 6.
 5. The parties to this Amendment shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 28 C.F.R Section 50.3.
 6. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Amendment.
 7. All terms used herein shall have the meanings assigned to them in the Original Right-Of-Way Contract, unless the context clearly requires otherwise.

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
SECOND AMENDMENT TO RIGHT OF WAY
CONTRACT**

- 8. All other terms, conditions, releases, and waivers of the Original Right-of-Way Contract remain in full force and effect. This Amendment does not affect SBCTA's acquisition of, or compensation for the rights acquired under the Original Right-of-Way Contract.
- 9. This Amendment may be executed in counterparts, including by facsimile and/or email, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

In Witness Whereof, the parties have executed this Amendment on the day and year set forth below.

CITY OF MONTCLAIR, a Municipal Corporation

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

**SAN BERNARDINO COUNTY TRANSPORTATION
AUTHORITY (SBCTA)**

APPROVED AS TO FORM:

By: _____
Raymond W. Wolfe, PhD
Executive Director

By: _____
Craig G. Farrington/Alyson C. Suh
Attorneys for San Bernardino County
Transportation Authority

Date: _____



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 6, 2023	FILE I.D.:	STB300-17
SECTION:	CONSENT - RESOLUTIONS	DEPT.:	CITY MGR.
ITEM NO.:	1	PREPARER:	C. GRAVES
SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 23-3397 AUTHORIZING PLACEMENT OF LIENS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH CHARGES		

REASON FOR CONSIDERATION: Staff has identified 174 sewer and trash accounts in the even-numbered-month billing cycle that are more than three billing periods delinquent. Pursuant to Montclair Municipal Code Chapter 1.12, these properties are subject to lien.

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

FISCAL IMPACT: Recoverable amount is \$61,977.25, plus \$3,480.00 for release of lien fees, plus \$8,700.00 in lien fees, for a total of \$74,157.25.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 23-3397 authorizing placement of liens on certain properties for delinquent sewer and trash charges.

RESOLUTION NO. 23-3397

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 174 sewer and/or trash accounts on which there are delinquencies in excess of 90 days; and

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

WHEREAS, the owners of these properties were notified on January 5, 2023, that their delinquent accounts are subject to causing a lien to be placed on their properties for settlement of such delinquencies; and that such liens would be considered for approval by the Montclair City Council on Monday, February 6, 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair approves the placement of liens on the properties and in the amounts specified in Exhibit A, entitled Report of Delinquent Civil Debts - February 2023, 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, 2023.

Mayor

ATTEST:

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 23-3397 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, 2023, 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 23-3397
Report of Delinquent Civil Debts – February 2023

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
11225	Ada Avenue	Residential	296.20	20.00	50.00	366.20
10207	Amherst Avenue	Residential	292.62	20.00	50.00	362.62
11141	Amherst Avenue	Residential	296.22	20.00	50.00	366.22
11151	Amherst Avenue	Residential	296.20	20.00	50.00	366.20
5512	Arrow Hwy #E	Commercial	203.91	20.00	50.00	273.91
4604	Bandera Street	Multifamily	249.12	20.00	50.00	319.12
4624	Bandera Street	Multifamily	1,166.17	20.00	50.00	1,236.17
4750	Bandera Street	Multifamily	249.12	20.00	50.00	319.12
4959	Bandera Street	Residential	302.04	20.00	50.00	372.04
5077	Bandera Street	Residential	432.18	20.00	50.00	502.18
5095	Bandera Street	Residential	264.69	20.00	50.00	334.69
5167	Bandera Street	Residential	287.38	20.00	50.00	357.38
5207	Bandera Street	Residential	414.69	20.00	50.00	484.69
5211	Bandera Street	Residential	414.69	20.00	50.00	484.69
5215	Bandera Street	Residential	414.69	20.00	50.00	484.69
5235	Bandera Street	Residential	314.16	20.00	50.00	384.16
5239	Bandera Street	Residential	351.67	20.00	50.00	421.67
5633	Bandera Street	Residential	535.00	20.00	50.00	605.00
5663	Bandera Street	Residential	289.17	20.00	50.00	395.49
5050-52	Bandera Street	Multifamily	251.92	20.00	50.00	321.92
5621	Bandera Street Unit 2	Residential	343.71	20.00	50.00	413.71
8806	Banyan Avenue	Residential	205.07	20.00	50.00	275.07
10145	Bel Air Avenue	Residential	296.22	20.00	50.00	366.22
10205	Bel Air Avenue	Residential	331.29	20.00	50.00	401.29
10283	Bel Air Avenue	Residential	289.95	20.00	50.00	359.95
5216	Belvedere Way	Residential	396.59	20.00	50.00	466.59
5219	Belvedere Way	Residential	275.53	20.00	50.00	345.53
5206	Benito Street	Commercial	295.58	20.00	50.00	365.58
10138	Benson Avenue	Senior	256.13	20.00	50.00	326.13
10376	Benson Avenue	Multifamily	626.72	20.00	50.00	696.72
11231	Big Sky Avenue	Residential	232.66	20.00	50.00	302.66
5011	Birch Street	Residential	311.31	20.00	50.00	381.31
4990	Brooks Street	Multifamily	6,410.97	20.00	50.00	6,480.97
11339	Brunswick Lane	Residential	326.80	20.00	50.00	396.80
11427	Brunswick Lane	Residential	203.91	20.00	50.00	273.91
11457	Brunswick Lane	Residential	326.80	20.00	50.00	396.80
11372	Buckskin Avenue	Residential	289.06	20.00	50.00	359.06
8953	Camulos Avenue	Residential	388.16	20.00	50.00	458.16
10234	Camulos Avenue	Residential	297.08	20.00	50.00	367.08
10259	Camulos Avenue	Residential	296.22	20.00	50.00	366.22
10280	Camulos Avenue	Residential	214.69	20.00	50.00	284.69
10170	Canary Court	Residential	264.69	20.00	50.00	334.69
11420	Cannery Row	Residential	203.91	20.00	50.00	273.91

Exhibit A to Resolution 23-3397
Report of Delinquent Civil Debts – February 2023

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
4912	Canoga Street	Residential	263.82	20.00	50.00	333.82
4924	Canoga Street	Residential	296.22	20.00	50.00	366.22
11239	Carriage Avenue	Senior	237.07	20.00	50.00	307.07
11178	Carrillo Avenue	Residential	296.22	20.00	50.00	366.22
11456	Chandler Lane	Residential	285.10	20.00	50.00	355.10
4337	Clair Street	Residential	530.03	20.00	50.00	600.03
10164	Coalinga Avenue	Residential	296.22	20.00	50.00	366.22
11148	Coalinga Avenue	Residential	296.22	20.00	50.00	366.22
5211	Coventry Way	Senior	265.83	20.00	50.00	335.83
11362	Cumberland Lane	Residential	312.49	20.00	50.00	382.49
11370	Cumberland Lane	Residential	322.29	20.00	50.00	392.29
11373	Cumberland Lane	Residential	329.40	20.00	50.00	399.40
11469	Cumberland Lane	Residential	326.85	20.00	50.00	396.85
11333	Dartmouth Ln	Residential	312.49	20.00	50.00	382.49
10190	Del Mar Avenue	Residential	296.22	20.00	50.00	366.22
10236	Del Mar Avenue	Residential	291.26	20.00	50.00	361.26
4506	Donner Court	Residential	500.33	20.00	50.00	570.33
11159	Essex Avenue	Residential	296.22	20.00	50.00	366.22
4628	Evert Street	Residential	263.82	20.00	50.00	333.82
4705	Evert Street	Residential	301.05	20.00	50.00	371.05
4219	Fauna Street	Residential	295.01	20.00	50.00	365.01
4244	Fauna Street	Residential	299.67	20.00	50.00	369.67
4256	Fauna Street	Residential	598.93	20.00	50.00	668.93
4267	Fauna Street	Residential	662.54	20.00	50.00	732.54
4291	Fauna Street	Residential	296.22	20.00	50.00	366.22
4432	Fauna Street	Residential	293.24	20.00	50.00	363.24
4456	Fauna Street	Senior	266.15	20.00	50.00	336.15
4703	Fauna Street	Residential	296.22	20.00	50.00	366.22
4731	Fauna Street	Residential	348.02	20.00	50.00	418.02
4738	Fauna Street	Residential	294.90	20.00	50.00	364.90
4852	Fauna Street	Residential	296.21	20.00	50.00	366.21
5420	Fauna Street	Residential	263.82	20.00	50.00	333.82
8919-21	Felipe Avenue	Multifamily	592.43	20.00	50.00	662.43
4639	Flora Street	Residential	297.59	20.00	50.00	367.59
4660	Flora Street	Residential	296.22	20.00	50.00	366.22
4730	Flora Street	Residential	296.46	20.00	50.00	366.46
4886	Flora Street	Residential	260.69	20.00	50.00	330.69
5029	Flora Street	Residential	263.82	20.00	50.00	333.82
5051	Flora Street	Residential	343.91	20.00	50.00	413.91
5083	Flora Street	Residential	326.34	20.00	50.00	396.34
5185	Flora Street	Residential	207.58	20.00	50.00	277.58
5370	Flora Street	Residential	309.22	20.00	50.00	379.22
5382	Flora Street	Residential	309.22	20.00	50.00	379.22

Exhibit A to Resolution 23-3397
Report of Delinquent Civil Debts – February 2023

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
10253	Fremont Avenue	Residential	296.22	20.00	50.00	366.22
10287	Fremont Avenue	Residential	325.58	20.00	50.00	395.58
11316	Fremont Avenue	Residential	306.58	20.00	50.00	376.58
10149	Galena Avenue	Residential	296.22	20.00	50.00	366.22
4155	Grand Avenue	Residential	285.10	20.00	50.00	355.10
4507	Grand Avenue	Residential	207.34	20.00	50.00	277.34
11250	Greycliff Avenue	Residential	280.42	20.00	50.00	350.42
3792	Hampton Drive	Residential	326.80	20.00	50.00	396.80
11418	Hartford Lane	Residential	333.57	20.00	50.00	403.57
11353	Hickory Lane	Residential	285.10	20.00	50.00	355.10
11443	Hickory Lane	Residential	245.86	20.00	50.00	315.86
4103	Howard Street	Residential	296.22	20.00	50.00	366.22
4341	Howard Street	Residential	296.22	20.00	50.00	366.22
4597	Howard Street	Residential	295.44	20.00	50.00	365.44
4705	Howard Street	Residential	326.80	20.00	50.00	396.80
4764	Howard Street	Residential	289.95	20.00	50.00	359.95
4780	Howard Street	Residential	263.82	20.00	50.00	333.82
4854	Howard Street	Residential	309.58	20.00	50.00	379.58
4910	Howard Street	Residential	327.12	20.00	50.00	397.12
4992	Howard Street	Residential	236.17	20.00	50.00	306.17
5228	Howard Street	Residential	434.06	20.00	50.00	504.06
10236	Kimberly Avenue	Residential	296.22	20.00	50.00	366.22
11065	Kimberly Avenue	Residential	296.14	20.00	50.00	366.14
11175	Kimberly Avenue	Residential	414.69	20.00	50.00	484.69
5476	Kingsley Street	Residential	296.22	20.00	50.00	366.22
11362	Kingston Lane	Residential	327.01	20.00	50.00	397.01
10360-62	Lehigh Avenue	Multifamily	592.44	20.00	50.00	662.44
10390-92	Lehigh Avenue	Multifamily	533.57	20.00	50.00	603.57
4414	Mane Street	Residential	254.48	20.00	50.00	324.48
4428	Mane Street	Residential	284.01	20.00	50.00	354.01
4543	Mane Street	Residential	296.22	20.00	50.00	366.22
4595	Mane Street	Residential	292.62	20.00	50.00	362.62
4839	Mane Street	Residential	296.15	20.00	50.00	366.15
4846	Mane Street	Residential	320.31	20.00	50.00	390.31
4968	Manzanita Street	Residential	263.82	20.00	50.00	333.82
8875	Maple Avenue	Residential	327.30	20.00	50.00	397.30
11154	Marion Avenue	Residential	370.70	20.00	50.00	440.70
10355-63	Marion Avenue	Multifamily	417.48	20.00	50.00	487.48
10231	Mills Avenue	Residential	296.22	20.00	50.00	366.22
5239	Monte Verde Street	Residential	292.62	20.00	50.00	362.62
10263	Monte Vista Avenue	Residential	304.66	20.00	50.00	374.66
10290	Monte Vista Avenue	Senior	302.47	20.00	50.00	372.47
11007	Monte Vista Avenue	Residential	391.52	20.00	50.00	461.52

Exhibit A to Resolution 23-3397
Report of Delinquent Civil Debts - February 2023

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
10163	Oak Glen Avenue	Senior	266.15	20.00	50.00	336.15
10241	Oak Glen Avenue	Residential	224.00	20.00	50.00	294.00
4595	Oakdale Street	Residential	293.01	20.00	50.00	363.01
4613	Oakdale Street	Residential	263.82	20.00	50.00	333.82
5035	Orchard Street	Residential	263.82	20.00	50.00	333.82
5422	Orchard Street	Residential	296.22	20.00	50.00	366.22
3765	Peachwood Drive	Residential	326.80	20.00	50.00	396.80
3979	Peachwood Drive	Residential	329.12	20.00	50.00	399.12
10154	Poulsen Avenue	Residential	296.69	20.00	50.00	366.69
10225	Poulsen Avenue	Senior	446.69	20.00	50.00	516.69
10206	Pradera Avenue	Residential	296.22	20.00	50.00	366.22
4833	Rawhide Street	Senior	325.10	20.00	50.00	395.10
10242-44	Rose Avenue	Multifamily	251.92	20.00	50.00	321.92
5049	Saddleback Street	Residential	312.82	20.00	50.00	382.82
5131	Saddleback Street	Residential	263.82	20.00	50.00	333.82
5155	Saddleback Street	Residential	414.69	20.00	50.00	484.69
5272	Saddleback Street	Residential	263.82	20.00	50.00	333.82
11052	San Juan Way	Residential	276.17	20.00	50.00	346.17
10964	San Miguel Way	Residential	372.51	20.00	50.00	442.51
11020	San Pasqual Avenue	Residential	296.22	20.00	50.00	366.22
11143	San Pasqual Avenue	Residential	263.82	20.00	50.00	333.82
10183	Santa Anita Avenue	Residential	455.86	20.00	50.00	525.86
10221	Santa Anita Avenue	Residential	448.95	20.00	50.00	518.95
10170	Saratoga Avenue	Residential	300.00	20.00	50.00	370.00
10226	Saratoga Avenue	Residential	435.64	20.00	50.00	505.64
11011	Stallion Avenue	Residential	296.27	20.00	50.00	366.27
10289	Tudor Avenue	Residential	296.22	20.00	50.00	366.22
10115	Vernon Avenue	Residential	309.22	20.00	50.00	379.22
10182	Vernon Avenue	Residential	236.69	20.00	50.00	306.69
10192	Vernon Avenue	Residential	342.10	20.00	50.00	412.10
10236	Vernon Avenue	Residential	309.22	20.00	50.00	379.22
8975	Vernon Avenue #D	Commercial	203.91	20.00	50.00	273.91
8975	Vernon Avenue #E	Commercial	203.91	20.00	50.00	273.91
5555	Vernon Court	Residential	414.48	20.00	50.00	484.48
4230	Via Amore	Residential	234.12	20.00	50.00	304.12
4184	Via Napoli	Residential	263.82	20.00	50.00	333.82
4191	Via Napoli	Residential	277.54	20.00	50.00	347.54
10438	Via Palma	Residential	476.82	20.00	50.00	546.82
11043	Wesley Avenue	Residential	296.34	20.00	50.00	366.34
11053	Wesley Avenue	Residential	296.23	20.00	50.00	366.23
11024	Whitewater Avenue	Senior	311.50	20.00	50.00	381.50
11178	Whitewater Avenue	Residential	296.21	20.00	50.00	366.21
11263	Whitewater Avenue	Residential	264.44	20.00	50.00	334.44

Exhibit A to Resolution 23-3397
Report of Delinquent Civil Debts - February 2023

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
4515	Yosemite Drive	Residential	296.22	20.00	50.00	366.22
10472	Yosemite Drive	Residential	494.82	20.00	50.00	564.82
			\$61,977.25	\$3,480.00	\$8,700.00	\$74,157.25



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 6, 2023	FILE I.D.:	COV100/CYC243
SECTION:	CONSENT - RESOLUTIONS	DEPT.:	CITY MGR.
ITEM NO.:	2	PREPARER:	E. STARR
SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 23-3398 BRINGING TO CONCLUSION, EFFECTIVE FEBRUARY 28, 2023, THE LOCAL STATE OF EMERGENCY IN MONTCLAIR RELATED TO THE COVID-19 PANDEMIC, AS DECLARED BY RESOLUTION NO. 20-3263		

REASON FOR CONSIDERATION: On March 4, 2020, California Governor Gavin Newsom issued a [proclamation declaring a State of Emergency](#) to prepare for, contain, and respond to mitigating the effects of, and recovery from, the spread of the COVID-19 virus (novel coronavirus 2019) in the state of California.

On March 16, 2020, the Montclair City Council adopted Resolution No. 20-326, declaring that a local public health emergency exists in the City of Montclair. Due to the urgent nature of the COVID-19 pandemic and its disruption to everyday life, Resolution No. 20-3263 provided the mechanism for the City Council to declare that a local public health emergency existed in the City of Montclair, and by that declaration established the City of Montclair's eligibility for any federal and state funding assistance related to the public health emergency and the COVID-19 pandemic. A copy of Resolution No. 20-3263 is attached to this agenda report.

On October 17, 2022, Governor Newsom announced that California's COVID-19 State of Emergency will end on February 28, 2023, nearly three years after it began on March 4, 2020. Governor Newsom's announcement charts the path to phasing out one of the most effective and necessary tools that California has used to combat COVID-19. The State of Emergency is regarded as an effective and necessary tool that protected the state's citizenry by allowing for the build-up of protective and recovery measures.

Based on the COVID-19 response performance factors outlined in this agenda report and Governor Newsom's October 17, 2022, announcement that California's COVID-19 State of Emergency will end on February 28, 2023, City staff recommends ending Montclair's local health emergency, as defined in Resolution No. 20-3263 effective February 28, 2023, by adoption of Proclamation No. 23-0001.

Bringing conclusion to a proclamation declaring a local state of emergency requires City Council action.

BACKGROUND: On March 4, 2020, California Governor Gavin Newsom issued a [proclamation declaring a State of Emergency](#) to prepare for, contain, and respond to mitigating the effects of, and recovery from, the spread of the COVID-19 virus (novel coronavirus 2019) in the state of California. The Governor's proclamation was introduced as the number of deaths and positive COVID-19 cases in California increased. The state's emergency order can be extended if Governor Newsom decides it's warranted due to any unexpected surge in cases. However, the Newsom Administration has stated that there are currently no plans to reinstate the COVID-19 state of emergency once it expires.

According to the State of Emergency declaration, the State of California deployed every level of government to help identify cases and slow the spread of the COVID-19 virus. The emergency proclamation was also intended to help the state prepare California's communities and the state's health care system in the event the virus spreads more broadly.

Governor Newsom's emergency declaration proclamation built on work already underway by the California Department of Public Health, California Health and Human Services Agency, Governor's Office of Emergency Services, and other agencies which have been on the front lines of the state's response to COVID-19 since January 2020.

The emergency proclamation includes provisions that protect consumers against price gouging, allowed for healthcare workers to come from out of state to assist at healthcare facilities in California, and provided healthcare facilities the flexibility to plan and adapt to accommodate incoming patients.

Emergency protocols also allowed Governor Newsom to release millions of N95 masks to address shortages caused by COVID-19 and secure the capacity to test thousands of specimens from the federal Centers for Disease Control and Prevention to expedite testing.

Other provisions in the State's emergency proclamation include the following:

- Waiving, for the duration of a local health emergency and until the local governing authority terminates the local health emergency, the 30-day time period on local health emergencies as provided in Health and Safety Code Section 101080.
- Waiving, for the duration of a local health emergency and until the local governing authority terminates the local health emergency, the 60-day time period on local emergencies as provided in Government Code Section 8630.
- Provided that EMT-P licensees shall have the authority to transport patients to medical facilities other than acute care hospitals when approved by the California EMS Authority.

On March 12, 2020, Governor Newsom followed his Emergency Proclamation with Executive Order No. N-25-20 enhancing state and local governments' ability to respond to the COVID-19 pandemic. Significant provisions contained in the Executive Order include the following:

- State and local public health officials were authorized, as they deem necessary in the interest of public health, to issue guidance limiting or recommending limitations upon attendance at public assemblies, conferences, or other mass events.
- All California residents were directed to heed any orders and guidance of state and local public health officials, including but not limited to the imposition of "social distancing" measures, to control the spread of COVID-19.
- The Governor's Office of Emergency Services was directed to ensure adequate state staffing during the emergency.

- The California Health and Human Services Agency and the Office of Emergency Services were directed to identify and make available – including through the execution of any necessary contracts or other agreements and, if necessary, through the exercise of the State's power to commandeer property – hotels and other places of temporary residence, medical facilities, and other facilities suitable for use as places of temporary residence or medical facilities as necessary for quarantining, isolating, or treating individuals who test positive for COVID-19 or who have had a high-risk exposure and are thought to be in the incubation period.
- Notwithstanding any other provision of state or local law, including the Bagley-Keene Act or the Brown Act, local legislative and state bodies were authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body or state body, during the period in which state or local public officials impose or recommend measures to promote social distancing. All requirements in both the Bagley-Keene Act and the Brown Act expressly or implicitly requiring the physical presence of members, the clerk or other personnel of the body, or of the public as a condition of participation in a quorum for a public meeting were waived.

Montclair Resolution No. 20-3263.

On March 16, 2020, the Montclair City Council followed Governor Newsom's March 4, 2022, [proclamation declaring a State of Emergency](#) with the adoption of Resolution No. 20-3263, declaring that a local public health emergency exists in the City of Montclair.

Due to the urgent nature of the COVID-19 pandemic and its disruption to everyday life, Resolution No. 20-3263 provided the mechanism for the City Council to declare that a local public health emergency existed in the City of Montclair, and by that declaration established the City of Montclair's eligibility for any federal and state funding assistance related to the public health emergency and the COVID-19 pandemic.

Adoption of Resolution No. 20-3263 further provided that the City Manager, as Director of Emergency Services, was to execute the purpose and intent of the Proclamation and carry out the powers and duties so authorized pursuant to Resolution No. 20-3263 and Section 6.08.060 of Chapter 6.08 of Title 6 of the Montclair Municipal Code, and to report as necessary to the Disaster Preparedness Council as that Council is defined and empowered pursuant to Sections 6.08.030 and 6.08.040 of Chapter 6.08 of Title 6 of the Montclair Municipal Code.

Section 6.080.060.A.1. of Chapter 6.08 of Title 6 of the Montclair Municipal Code further provides that the City Manager, as Director of Emergency Services, is empowered to request the City Council to proclaim the existence or threatened existence of a local emergency if the City Council is in session, or to issue such proclamation if the City Council is not in session; provided, however, whenever a local emergency is proclaimed by the Director of Emergency Services, the City Council shall take action to ratify the proclamation within seven days thereafter or the proclamation shall have no further force or effect.

In addition to the ordinary powers and duties of the City Manager, Chapter 6.08 confers all of the special powers enumerated in Chapter 6.08 and any powers conferred in the City of Montclair Emergency Plan, as prepared by the Montclair Disaster Preparedness

Council, which plan shall provide for the effective mobilization of all of the resources of the City, both public and private, to meet any condition constituting a local emergency or state of emergency, provided such plan is adopted by resolution of the City Council.

Responsibilities of the Director of Emergency Services include the following:

- Making and issuing rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, such rules and regulations shall be confirmed at the earliest practicable time by the City Council.
- Obtaining vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property and to bind the City for the fair value thereof and, if required, to commandeer the same for public use.
- Requiring emergency services of any City office or employee, and to command the aid of as many citizens of this community as the Director deems necessary in the execution of his duties; such persons shall be entitled to all privileges, benefits and immunities as are provided by State law for duly registered disaster workers.
- Requisition necessary personnel or material of any City department or agency.

Governor Newsom to Conclude California’s Proclamation Declaring a State of Emergency

On October 17, 2022, Governor Gavin Newsom announced that California’s COVID-19 State of Emergency will end on February 28, 2023, nearly three years after it began on March 4, 2020. Governor Newsom’s announcement charts the path to phasing out one of the most effective and necessary tools that California has used to combat COVID-19. The COVID State of Emergency is and was regarded as an effective and necessary tool that protected the state’s citizenry by allowing for the build-up of protective and recovery measures.

When the state of emergency ends in February 2023, Governor Newsom will relinquish the [additional authority](#) he had under the State of Emergency, which included the ability to bypass the state legislature to implement policies.

With the Governor’s decision to end the emergency, local elected officials can now lift local emergency declarations.

In addition, county health officers, who were able to impose health ordinances during the State of Emergency without receiving approval of elected officials, will no longer have that authority—these policies include county mask mandates and vaccination-proof requirements. County health officers will only be able to enforce any present or future COVID-19 policies under county-level emergency declarations.

The end of the State of Emergency also means that executive orders and regulations enacted during the pandemic will no longer be in effect.

The Governor’s proposed February 2023 timeline provided the state’s health care system flexibility to handle any potential surge expected to occur following the 2022 Holiday Season. The timeline also provides state and local partners the time needed to prepare for the phase out of emergency protocols.

With hospitalizations and deaths dramatically reduced due to the state’s vaccination and public health efforts, Governor Newsom declared that California has the tools needed to continue fighting COVID-19 when the State of Emergency terminates at the end of February, including vaccines and boosters, testing, treatments and other mitigation measures like masking and indoor ventilation.

While the threat of the COVID-19 virus remains real, the state’s preparedness and collective work have helped turn the emergency into a contained and manageable public health issue.

The state’s efforts to manage the COVID-19 virus has, to date, resulted in the following:

- Administration of an estimated 88 million vaccinations, distribution of over a billion units of personal protective equipment (PPE) throughout the state, and processing of nearly 200 million tests.
 - In only the first ten months of vaccines being available, a study showed that California’s efforts [saved 20,000 lives](#), kept 73,000 people out of hospitals, and prevented 1.5 million infections.
- The allocation of billions of dollars to support hospitals, community organizations, frontline workers, schools and residents throughout the pandemic.
- The nation’s largest stimulus programs to support people hardest hit by the pandemic — \$18.5 billion for direct payments to Californians, \$8 billion for rent relief, \$10 billion for small business grants and tax relief, \$2.8 billion to help with overdue utility bills, and other pandemic-related assistance.
- On a per capita basis, California’s [death rate](#) of approximately 99,140 (or 250 deaths per 100,000) residents is the lowest amongst the nation’s larger states and among the lowest in the nation.
- As of January 25, 2023, California is averaging 25,098 weekly COVID cases, with 63.5 new cases per week per 100,000 residents according to [California’s COVID tracker](#).

California’s actions during the pandemic also appear to have protected the state’s economy — California continues to lead the nation in creating jobs and new business starts:

- According to a variety of reports including from the [UCLA Anderson School of Management](#) and [COVID-19 Government Response Tracker | Blavatnik School of Government \(ox.ac.uk\)](#), California’s response to the pandemic demonstrated that its more stringent public health measures actually allowed the state’s economy to experience less contraction and perform and recover better economically than states with “looser” COVID policies — economic output shrank 3.5% on average for the U.S., compared with 2.8% for California.
- Between February 2021 and October 2022, California created 1,628,300 new jobs - 16% of the nation’s jobs, by far more than any other state.

- Since the beginning of 2019 through October 2022, data from the [Bureau of Labor Statistics](#) shows that over 569,000 businesses started in California, by far more than any other state.

Going forward, in order to maintain California’s COVID-19 laboratory testing and therapeutics treatment capacity, the Newsom Administration has requested the State Legislature to approve seeking two statutory changes in 2023:

1. The continued ability of nurses to dispense COVID-19 therapeutics; and
2. The continued ability of laboratory workers to solely process COVID-19 tests.

As the State of Emergency is phased out, the Department of Public Health’s [SMARTER Plan \(SMARTER Steps one-page summary\)](#) will continue to guide California’s strategy to protect its citizens from COVID-19. Each letter of the proposition addresses a vital component of the fight against COVID-19.

SMARTER stands for:

- **Shots** – Vaccines are the most powerful weapon against hospitalization and serious illness.
- **Masks** – Properly worn masks with good filtration help slow the spread of COVID-19 or other respiratory viruses.
- **Awareness** – California public health officials will continue to stay aware of (i) how COVID-19 is spreading, (ii) evolving COVID variants, (iii) communicate clearly how people should protect themselves, and (iv) coordinate state and local government responses to the COVID environment.
- **Readiness** – COVID-19 is not going away and California needs to be ready with the tools, resources and supplies needed to quickly respond and keep public health and the healthcare system well prepared.
- **Testing** – Getting the right type of tests — PCR or antigen — to where they are needed most. Testing will also help California minimize the spread of COVID-19.
- **Education** – California will continue to work to keep schools open and children safely in classrooms for in-person instruction.
- **Rx** – Evolving and improving treatments will become increasingly available and critical as a tool to save lives.

COVID-19 will remain a part of the public health landscape for the foreseeable future. The SMARTER Plan focuses on how the state manages its ongoing presence, including

- Minimizing the strain of COVID-19 on the state’s healthcare system;
- Keeping public health providers and the public safe; and
- Keeping businesses open and schools in person.

Through the SMARTER Plan the Newsom Administration and public health officials anticipate California will keep moving forward by implementing the following health policies.

- Increasing vaccination rates especially among children;

- Providing for the quick deployment of staff, personal protective equipment (PPE), and resources to hospitals and communities;
- Quickly matching patients up with effective treatments;
- Tracking cases to address spikes and quickly identify new variants; and
- Build a state supply chain for tests and keeping stockpiles of masks and PPE.

Based on the COVID-19 response performance factors outlined in this agenda report and Governor Newsom's October 17, 2022, announcement that California's COVID-19 State of Emergency will end on February 28, 2023, City staff recommends ending Montclair's local health emergency, as declared and defined in Resolution No. 20-3263, by adoption of Resolution No. 23-3398, effective February 28, 2023.

FISCAL IMPACT: Bringing a conclusion to the local public health emergency outlined in Resolution No. 20-3263 produces no direct fiscal impact on the City's General Fund. Ending the local public health emergency is not expected to impact Montclair's receipt of federal and state emergency relief funding related to the COVID-19 pandemic.

RECOMMENDATION: City staff recommends the City Council adopt Resolution No. 23-3398 bringing to conclusion, effective February 28, 2023, the local state of emergency in Montclair related to the COVID-19 pandemic, as declared by Resolution No. 20-3263.

RESOLUTION NO. 23-3398

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA, BRINGING TO CONCLUSION, EFFECTIVE FEBRUARY 28, 2023, THE LOCAL STATE OF EMERGENCY IN MONTCLAIR RELATED TO THE COVID-19 PUBLIC HEALTH EMERGENCY, AS DECLARED BY RESOLUTION NO. 20-3263

WHEREAS, transmission of the SARS-CoV-2 (COVID-19) virus among humans first occurred in China on a small scale in November 2019, followed by a large cluster transmission occurring in Wuhan, China in December 2019; and

WHEREAS, the large cluster transmission of COVID-19 was first thought to have originated at one of Wuhan, China's open-air wet markets — a marketplace selling fresh meat, fish, produce and other consumption-oriented perishable goods in a non-supermarket setting, with some wet markets selling live animals which vendors slaughter upon customer purchase; and

WHEREAS, later unsubstantiated theories suggested that COVID-19 may have originated in a lab in China; and

WHEREAS, as COVID-19 spread both inside and outside China, it infected people who have had little to no direct contact with animals, indicating the virus is transmissible between humans; and

WHEREAS, during the first few months of 2020, COVID-19 spread to the United States and countries around the world; and

WHEREAS, by March 2020 the World Health Organization declared that the worldwide transmission of COVID-19 reached pandemic levels; and

WHEREAS, on March 4, 2020, California Govern Gavin Newsom issued a proclamation declaring a public health State of Emergency to prepare for, contain, respond to, and mitigate the effects of, and recovery from, the spread of the COVID-19 virus in the state of California; and

WHEREAS, Governor Newsom's proclamation declaring a state of emergency was introduced as the number of deaths and positive COVID-19 cases in California increased; and

WHEREAS, during the State of Emergency the State of California deployed every level of government to help identify COVID-19 cases and slow the spread of the virus; and

WHEREAS, Governor Newsom's State of Emergency Proclamation helped California with the following:

- Prepare and equip California's communities and the state's health care system with necessary public health tools and regulations in the event the COVID-19 virus spreads more broadly;
- Build on work then already underway by the California Department of Public Health, California Health and Human Services Agency, Governor's Office of Emergency Services, and other agencies — agencies which had been on the front lines of the state's response to COVID-19 since January 2020;
- Protect California consumers against price gouging;
- Allow for healthcare workers to come from out of state to assist at healthcare facilities in California;
- Provide healthcare facilities flexibility to plan and adapt to accommodate incoming patients;
- Provide emergency protocols that allowed Governor Newsom to release millions of N95 facemasks to address shortages caused by COVID-19, and secure the capacity to test thousands of virus specimens from the federal Centers for Disease Control and Prevention (CDC) to expedite testing;

- Waive, for the duration of a local health emergency and until the local governing authority terminates the local health emergency, the 30-day time period on local health emergencies as provided in Section 101080 of the Health and Safety Code;
- Waive, for the duration of a local health emergency and until the local governing authority terminates the local health emergency, the 60-day time period on local emergencies as provided in Government Code Section 8630; and
- Grant EMT-P licensees authority to transport patients to medical facilities other than acute care hospitals when approved by the California EMS Authority.

WHEREAS, on March 12, 2020, Governor Newsom followed his State of Emergency Proclamation with Executive Order No. N-25-20, enhancing-state and local governments' ability to respond to the COVID-19 pandemic; and

WHEREAS, significant provisions contained in Executive Order No. N-25-20 include the following:

- State and local public health officials were authorized, as they deem necessary in the interest of public health, to issue guidance limiting or recommending limitations upon attendance at public assemblies, conferences, or other mass events;
- All California residents were directed to heed any orders and guidance of state and local public health officials, including but not limited to the imposition of "social distancing" measures, to control the spread of COVID-19;
- The Office of Emergency Services (OES) was directed to ensure adequate state staffing during the public health emergency;
- The California Health and Human Services Agency and the OES were directed to identify and make available — including through the execution of any necessary contracts or other agreements and, if necessary, through the exercise of the state's power to commandeer property — hotels and other places of temporary residence, medical facilities, and other facilities suitable for use as places of temporary residence or medical facilities as necessary for quarantining, isolating, or treating individuals who test positive for COVID-19 or who have had a high-risk exposure and are thought to be in the incubation period;
- Notwithstanding any other provision of state or local law, including the Bagley-Keene Act or the Brown Act, local legislative and state bodies were authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body or state body, during the period in which state or local public officials impose or recommend measures to promote social distancing;
- All requirements in both the Bagley-Keene Act and the Brown Act expressly or implicitly requiring the physical presence of members, the clerk or other personnel of the body, or of the public as a condition of participation in a quorum for a public meeting were waived; and

WHEREAS, on March 16, 2020, the Montclair City Council followed Governor Newsom's March 4, 2022, proclamation declaring a State of Emergency with adoption of Resolution No. 20-3263, declaring that a local public health emergency related to COVID-19 exists in the City of Montclair; and

WHEREAS, due to the urgent nature of the COVID-19 pandemic and its disruption to everyday life, Resolution No. 20-3263 provided the mechanism for the City Council to declare that a local public health emergency existed in the City of Montclair, and by that declaration established the City of Montclair's eligibility for any federal and state funding assistance related to the public health emergency and the COVID-19 pandemic; and

WHEREAS, adoption of Resolution No. 20-3263 further provided that the City Manager, as Director of Emergency Services, was to execute the purpose and intent of Resolution No. 20-3263 and carry out the powers and duties so authorized pursuant to Resolution No. 20-3263 and Section 6.08.060 of Chapter 6.08 of Title 6 of the Montclair Municipal Code, and to report as necessary to the Disaster Preparedness Council as that Council is defined and empowered pursuant to Sections 6.08.030 and 6.08.040 of Chapter 6.08 of Title 6 of the Montclair Municipal Code; and

WHEREAS, Section 6.080.060.A.1. of Chapter 6.08 of Title 6 of the Montclair Municipal Code further provides that the City Manager, as Director of Emergency Services, is empowered to request the City Council to proclaim the existence or threatened existence of a local emergency if the City Council is in session, or to issue such proclamation if the City Council is not in session, provided, however, whenever a local emergency is proclaimed by the Director of Emergency Services, the City Council shall take action to ratify the proclamation within seven days thereafter or the proclamation shall have no further force or effect; and

WHEREAS, in addition to the ordinary powers and duties of the City Manager, Chapter 6.08 confers upon the City Manager all of the special powers enumerated in Chapter 6.08 and any powers conferred in the City of Montclair Emergency Plan, as prepared by the Montclair Disaster Preparedness Council, which plan shall provide for the effective mobilization of all of the resources of the City, both public and private, to meet any condition constituting a local emergency or state of emergency, provided such plan is adopted by resolution of the City Council; and

WHEREAS, from the beginning of the spread of the COVID-19 virus in California in January 2020 to February 1, 2023, 2023, California experienced the following COVID-19-related statistics:

- 11,989,239 total cases;
- 102,337 deaths;
- 87,692,717 vaccines administered;
 - 33,226,207 Californian's have received at least one dose of the vaccine;
 - 29,045,713 Californians (74%) are considered fully vaccinated;
 - 16,205,345 Californians have received at least one booster dose;

WHEREAS, on October 17, 2022, Governor Newsom announced that California's COVID-19 State of Emergency will end on February 28, 2023, nearly three years after it began on March 4, 2020; and

WHEREAS, Governor Newsom's announcement to end the State of Emergency charts the path to phasing out one of the most effective and necessary tools that California has used to combat COVID-19; and

WHEREAS, the COVID State of Emergency is and was regarded as an effective and necessary tool that protected the state's citizenry by allowing for the build-up of protective and recovery measures; and

WHEREAS, when California's public health state of emergency ends February 28, 2023, Governor Newsom will relinquish the additional authority he had under the State of Emergency, which included the ability to bypass the State Legislature to implement policies; and

WHEREAS, with the Governor's decision to end the emergency, local elected officials can now lift local emergency declarations; and

WHEREAS, in addition, county health officers, who were able to impose health ordinances during the State of Emergency without receiving approval of elected officials, will no longer have that authority, including authority to issue policies related to mask mandates and vaccination-proof requirements — County health officers will only be able

to enforce any present or future COVID-19 policies under county-level emergency declarations; and

WHEREAS, the end of the State of Emergency also means that executive orders and regulations enacted during the pandemic will no longer be in effect; and

WHEREAS, the Governor's proposed February 28, 2023, timeline provides the state's health care system flexibility to handle any potential surge expected to occur following the 2022 Holiday Season and also provides state and local partners the time needed to prepare for the phase out of emergency protocols; and

WHEREAS, with hospitalizations and deaths dramatically reduced due to the state's vaccination and public health efforts, Governor Newsom declared that California has the tools needed to continue fighting COVID-19 when the State of Emergency terminates at the end of February 2023, including vaccines and boosters, testing, treatments and other mitigation measures like masking and indoor ventilation; and

WHEREAS, while the threat of the COVID-19 virus remains real, the state's preparedness and collective work helped turn the emergency into a contained and manageable public health issue; and

WHEREAS, the state's efforts to manage the COVID-19 virus has, to date, resulted in the following:

- Administration of an estimated 88 million vaccinations, distribution of over a billion units of personal protective equipment (PPE) throughout the state, and processing of nearly 200 million tests;
 - In only the first ten months of vaccines being available, one study showed that California's efforts saved 20,000 lives, kept 73,000 people out of hospitals, and prevented 1.5 million infections.
- The allocation of billions of dollars to support hospitals, community organizations, frontline workers, schools and residents throughout the pandemic;
- The nation's largest and most comprehensive stimulus program to support people hardest hit by the pandemic — \$18.5 billion for direct payments to Californians, \$8 billion for rent relief, \$10 billion for small business grants and tax relief, \$2.8 billion to help with overdue utility bills, and other pandemic-related assistance;
- On a per capita basis, California's death rate of approximately 102,337 (or approximately 250 deaths per 100,000) residents is the lowest amongst the nation's larger states and among the lowest in the nation;
- As of January 25, 2023, California is averaging 25,098 weekly COVID cases, with 63.5 new cases per week per 100,000 residents according to California's COVID tracker; and

WHEREAS, California's actions during the pandemic also appear to have protected the state's economy — California continues to lead the nation in creating jobs and new business starts:

- According to a variety of reports including from the UCLA Anderson School of Management and COVID-19 Government Response Tracker / Blavatnik School of Government, California's proactive response to the pandemic demonstrated that, comparatively, its more stringent public health measures actually allowed the state's economy to experience less contraction and perform and recover better economically than states with "looser" COVID policies — economic output shrank 3.5% on average for the U.S., compared with 2.8% for California;
- Between February 2021 and October 2022, California created 1,628,300 new jobs - 16% of the nation's jobs production total — by far more than any other state;

- Since the beginning of 2019 through October 2022, data from the Bureau of Labor Statistics shows that over 569,000 new businesses started in California, by far more than any other state; and

WHEREAS, hereafter, in order to maintain California’s COVID-19 laboratory testing and therapeutics treatment capacity, the Newsom Administration has requested the State Legislature to approve seeking two statutory changes in 2023:

- The continued ability of nurses to dispense COVID-19 therapeutics, and the continued ability of laboratory workers to solely process COVID-19 tests; and

WHEREAS, as the State of Emergency is phased out, the Department of Public Health’s SMARTER Plan will continue to guide California’s strategy to protect its citizens from COVID-19; and

WHEREAS, the SMARTER Plan stands for the following:

- **Shots** – Vaccines are the most powerful weapon against hospitalization and serious illness;
- **Masks** – Properly worn masks with good filtration help slow the spread of COVID-19 or other respiratory viruses;
- **Awareness** – California public health officials will continue to stay aware of (i) how COVID-19 is spreading, (ii) evolving COVID variants, (iii) communicate clearly how people should protect themselves, and (iv) coordinate state and local government responses to the COVID environment;
- **Readiness** – COVID-19 is not going away and California needs to be ready with the tools, resources and supplies needed to quickly respond and keep public health and the healthcare system well-prepared;
- **Testing** – Getting the right type of tests — PCR or antigen — to where they are needed most and to help minimize the spread of COVID-19;
- **Education** – California will continue to work to keep schools open and children safely in classrooms for in-person instruction;
- **Rx** – Evolving and improving treatments will become increasingly available and critical as a tool to save lives; and

WHEREAS, COVID-19 will remain a part of the public health landscape for the foreseeable future, and the SMARTER Plan focuses on how the state manages its ongoing presence, including the following:

- Minimizing the strain of COVID-19 on the state’s healthcare system;
- Keeping public health providers and the public safe;
- Keeping businesses open and schools in person; and

WHEREAS, through implementation of the SMARTER Plan the Newsom Administration and public health officials anticipate California will keep moving forward by pursuing the following health policies:

- Increasing vaccination rates especially among children;
- Providing for the quick deployment of staff, personal protective equipment (PPE), and resources to hospitals and communities;
- Quickly matching patients up with effective treatments;
- Tracking cases to address spikes and quickly identify new variants;
- Build a state supply chain for tests and keeping stockpiles of masks and PPE; and

WHEREAS, the public health emergency conditions resulting from the COVID-19 Pandemic are now deemed to be within the control of the normal protective services, personnel, equipment, and facilities of and within the State of California and the City of Montclair; and

WHEREAS, based on the COVID-19 response performance factors outlined herein, and Governor Newsom’s October 17, 2022, announcement that California’s COVID-19 State of Emergency will end on February 28, 2023, it is appropriate for the City Council to end Montclair’s local health emergency, as declared and defined in Resolution No. 20-3263, by adoption of Resolution No. 23-3398, thereby ending the local State of Emergency in Montclair effective February 28, 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby declare that effective February 28, 2023, the local state of emergency in Montclair related to the COVID-19 public health emergency as declared by Resolution No. 20-3263 is hereby concluded and terminated.

APPROVED AND ADOPTED on this XX day of XX, 2023.

Mayor

ATTEST:

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 23-3398 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, 2023, and that it was adopted by the following vote, to-wit:

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

Andrea M. Myrick
City Clerk



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 6, 2023	FILE I.D.:	COV100/CYC125
SECTION:	CONSENT - RESOLUTIONS	DEPT.:	CITY MGR.
ITEM NO.:	3	PREPARER:	A. MYRICK
SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 23-3399 MAKING FACTUAL FINDINGS IN COMPLIANCE WITH AB 361 FOR THE CONTINUATION OF PUBLIC MEETING TELECONFERENCING DURING PUBLIC HEALTH EMERGENCIES FOR THE PERIOD OF FEBRUARY 6, 2023, THROUGH FEBRUARY 28, 2023		

REASON FOR CONSIDERATION: The City Council’s adoption of Resolution No. 23-3395 would extend the City’s remote public meeting procedures under AB 361 (2021) through the end of the state’s COVID-19 Public Health Emergency Declaration, expiring February 28, 2023.

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.

January 17, 2023 Update: Planned End of California’s COVID-19 State of Emergency, Suspension of AB 361 Teleconferencing Requirements, and Implementation of AB 2449 Teleconferencing Requirements

On October 17, 2022, Governor Newsom announced his intention to end the COVID-19 State of Emergency on February 28, 2023. He did, however, sign AB 2449 (2022), which implements alternative requirements for a non-majority number of legislative body members to teleconference without publicly noticing their location and making their location accessible to the public, which will be in effect through January 1, 2026. Those legislative body members who wish to participate remotely can only do so under strict requirements including:

- **Just Cause:** Childcare needs, a contagious illness, physical or mental disability not otherwise accommodated by the ADA, travel while on official business of the legislative body or another state or local agency.
- **Emergency Circumstances:** A physical or family emergency that prevents a member from attending in person.

When AB 361 is no longer in effect and AB 2449 rules are in place, at least a quorum of the legislative body members must participate in person from a singular physical location situated within the local agency's jurisdiction, clearly identified on an agenda and open to the public. The legislative body must vote by roll call when a member is participating remotely.

Remote participation of a legislative body member would be contingent on request to and action by the legislative body. A member must request that the legislative body approve remote participation due to emergency circumstances if the request does not allow sufficient time to place the proposed action on the posted agenda for the meeting

The member must make a separate request for each meeting in which they seek to participate remotely. The member must publicly disclose at the meeting, before the legislative body takes any action, whether any other individuals 18 years of age or older are present in the room at the remote location with the member and the general nature of the member's relationship with such individuals.

A member may participate solely through teleconference for no more than three consecutive months or 20 percent of the regular meetings of the legislative body within a calendar year or no more than two meetings if the legislative body meets fewer than ten times per calendar year.

Neither the suspension of AB 361 nor its replacement by AB 2449 preclude the City from continuing to offer the public a remote means to participate in public meetings, which the City has implemented since early in the pandemic.

FISCAL IMPACT: There is no direct fiscal impact on the General Fund related to the City Council's adoption of Resolution No. 23-3399.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 23-3399 making factual findings in compliance with AB 361 for the continuation of public meeting teleconferencing during public health emergencies for the period of February 6, 2023 through February 28, 2023.

RESOLUTION NO. 23-3399

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 FEBRUARY 6, 2023, THROUGH FEBRUARY 28, 2023

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, Governor Newsom announced that California's COVID-19 State of Emergency will end on February 28, 2023; and

WHEREAS, to continue meeting virtually under the abbreviated public meeting teleconference requirements through February 28, 2023, 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 February 28, 2023 upon conclusion of the state's COVID-19 Public Health Emergency Declaration.

APPROVED AND ADOPTED this XX day of XX, 2023.

ATTEST:

Mayor

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 23-3399 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, 2023, and that it was adopted by the following vote, to-wit:

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

Andrea M. Myrick
City Clerk



**MONTCLAIR CITY COUNCIL
COMMITTEE/LIAISON ASSIGNMENTS**

CURRENT ASSIGNMENTS

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

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

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

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

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

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

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON TUESDAY,
JANUARY 17, 2023, AT 5:20 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Pro Tem Johnson called the meeting to order at 5:20 p.m.

II. ROLL CALL

Present: Mayor Pro Tem Johnson; Council Member Ruh, 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 December 19, 2022.

Moved by Council Member Ruh, seconded by Mayor Pro Tem Johnson, and carried unanimously to approve the minutes of the Personnel Committee meeting on December 19, 2022.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

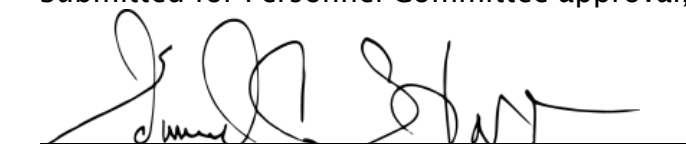
At 5:21 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 5:45 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Johnson stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 5:45 p.m., Mayor Pro Tem Johnson 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, JANUARY 17, 2023 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

Reverend Roger Vega, Montclair Christian Church, gave the invocation.

III. PLEDGE OF ALLEGIANCE

Mayor Pro Tem/Vice Chair Johnson led meeting participants in the Pledge.

IV. ROLL CALL

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

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

Absent: Council Member Lopez (excused)

V. PRESENTATIONS

A. Community Activities Commission (CAC) Presentation Military Banner Presentation

Community Activities Commission (CAC) Chair Diane Wells stated that fifteen years ago, the CAC began sponsoring a military street banner program to recognize Montclair residents currently serving in the **U.S. Armed Forces**. She advised that in 2022, 43 military banners and two banners honoring "all Veterans" were proudly displayed throughout Montclair.

As CAC Chair Wells introduced and summarized the service of each military veteran, Mayor Dutrey, Mayor Pro Tem Johhson, and Council Members Ruh and Martinez congratulated and presented each honoree or their family member(s) with their military banner. The six honorees were:

- **Andrew David Beltran Jr.**, Navy, 2016-2022
- **Esmeralda Bocardo**, Marine Corps, 2018-2022
- **Mark Koeller**, Army, 2018-2022
- **Stephanie Mejia**, Navy, 2015-2022
- **Jakob Ryan Plant**, Marine Corps, 2019-2022
- **Christopher G. Taffoya**, Army, 2001-2022

Mayor Dutrey thanked CAC Chair Wells for her presentation, and thanked the honorees for their service. He stated, "Montclair is honored to have residents like you."

B. Introduction of New Police Department Employees

Executive Director of Public Safety/Police Chief Avels introduced four recently hired Police Officers: Ivan Oseguera, Ruby Rubalcava, Natalia Magana, and Jimmy Rodriguez.

Mayor Dutrey, Mayor Pro Tem Johnson, and Council Members Ruh and Martinez welcomed Officers Oseguera, Rubalcava, Magana, and Rodriguez to the Montclair City family.

VI. PUBLIC COMMENT

- **Jordi Ubaldo**, Event Coordinator, **Montclair Chamber of Commerce**, invited the City Council to ribbon cutting events occurring this week: **Chino Basin Water Conservation District’s** grand opening of Montclair Spillway #2, and the grand opening of **Dignity Adult Healthcare and Day Care Center**.
- **Kristine Scott**, Public Affairs Manager, **SoCalGas**, provided an update and notice about an increase in the wholesale cost of natural gas, resulting in residential gas bills for the month of January projected to be double last year’s bills. She advised income qualified customers can apply to receive discounts on their gas bills.

VII. PUBLIC HEARINGS

- A. Second Reading — Consider Ordinance No. 23-1003 Modifying the Zoning Designation of 27.74 Acres of Land at the Northwest Corner of Mission Boulevard and Ramona Avenue from “C3 – General Commercial,” “MIP – Manufacturing Industrial,” and “M1 – Limited Manufacturing,” to “M1 – Manufacturing Industrial” (North Side of Third Street Extension) and “MIP – Manufacturing Industrial” (South Side of Third Street Extension) (Planning Case No. 2021-07), Contingent on the City Council Certifying the EIR for the Mission and Ramona Business Park Project**

Mayor Dutrey opened the public hearing.

City Clerk Myrick stated no written comments were received in relation to this item, and no members of the public requested to speak on the item.

Mayor Dutrey closed the public hearing and returned the matter to the City Council for consideration.

ACTION – Public Hearings – Item A	
ACTING:	City Council
MOTION:	Conduct the second reading of Ordinance No. 23-1003 by number and title only, waive further reading, and adopt Ordinance No. 23-1003.
MADE BY: SECOND BY:	Mayor Pro Tem Johnson Council Member Ruh
AYES: NOES: ABSTAIN: ABSENT:	Martinez, Ruh, Johnson, Dutrey None None Lopez
RESULT:	Motion carried 4-0-1.

VIII. CONSENT CALENDAR

ACTION – Consent Calendar	
ACTING:	City Council Successor Agency Board Montclair Housing Corporation Board Montclair Housing Authority Commissioners Montclair Community Foundation Board
MOTION:	Approve the Consent Calendar as presented.
MADE BY:	Council Member/Director Ruh

ACTION – Consent Calendar	
SECOND BY:	Mayor Pro Tem/Vice Chair Johnson
AYES:	Martinez, Ruh, Johnson, Dutrey
NOES:	None
ABSTAIN:	None
ABSENT:	Lopez
RESULT:	Motion carried 4-0-1.

A. Approval of Minutes

1. Special Meeting – December 15, 2022

ACTION – Consent Calendar – Item A-1	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

2. Regular Joint Meeting – December 19, 2022

ACTION – Consent Calendar – Item A-2	
ACTING:	City Council Successor Agency Board Montclair Housing Corporation Board Montclair Housing Authority Commissioners Montclair Community Foundation Board
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

B. Administrative Reports

1. Consider Receiving and Filing City Treasurer's Report – December 2022

ACTION – Consent Calendar – Item B-1	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent)..

2. Consider Approval of City Warrant Register and Payroll Documentation

ACTION – Consent Calendar – Item B-2	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

3. Consider Receiving and Filing SA Treasurer's Report – December 2022

ACTION – Consent Calendar – Item B-3	
ACTING:	Successor Agency Board
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

4. Consider Approval of SA Warrant Register – December 2022

ACTION – Consent Calendar – Item B-4	
ACTING:	Successor Agency Board
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

5. Consider Receiving and Filing MHC Treasurer's Report – December 2022

ACTION – Consent Calendar – Item B-5	
ACTING:	Montclair Housing Corporation Board
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

6. Consider Approval of MHC Warrant Register – December 2022

ACTION – Consent Calendar – Item B-6	
ACTING:	Montclair Housing Corporation Board
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

7. Consider Receiving and Filing of MHA Treasurer's Report – December 2022

ACTION – Consent Calendar – Item B-7	
ACTING:	Montclair Housing Authority Commissioners
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

8. Consider Approval of MHA Warrant Register – December 2022

ACTION – Consent Calendar – Item B-8	
ACTING:	Montclair Housing Authority Commissioners
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

9. Consider Authorizing an Additional \$26,002.44 Appropriation for the Purchase of a Diesel Generator and a 1000 Amp Transfer Switch from Generac

ACTION – Consent Calendar – Item B-9	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

10. Consider Authorizing a \$43,286 Appropriation from the Building Maintenance Reserve Fund to Cover Remediation Costs Incurred as Part of the City Hall Flooring Services Project

ACTION - Consent Calendar - Item B-10	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

11. Consider Approval of Tract Map No. 20503 for Condominium Purposes

ACTION - Consent Calendar - Item B-11	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

12. Consider Authorizing the Use of 2017 Justice Assistance Grant Funds Toward the Cost of Transitioning to a Records Management System Compliant with the National Incident-Based Reporting System

ACTION - Consent Calendar - Item B-12	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

C. Agreements

1. Consider Approval of Agreement Nos. 23-01 and 23-02 with the County of San Bernardino Related to Distribution and Receipt of 2022 Justice Assistance Grant Program Award Funds

Consider Authorizing City Manager Edward C. Starr to Sign Said Agreements

ACTION - Consent Calendar - Item C-1	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

2. Consider Approval of Agreement No. 23-03 with TKE Engineering, Inc. for Engineering Design Services for the Mills Avenue Street Rehabilitation Project, Subject to Any Revisions Deemed Necessary by the City Attorney

Consider Authorizing a \$146,000 Appropriation from 2021 Lease Revenue Bond Proceeds for Costs Related to Agreement No. 23-03

Consider Authorizing a \$13,197 Design Services Contingency for the Project

ACTION - Consent Calendar - Item C-2	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

3. **Consider Authorizing a \$139,465 Appropriation from 2021 Lease Revenue Bond Proceeds for Construction Administration Services for the Reeder Ranch Park Project**
Consider Approval of Agreement No. 23-04 with EPT Design for Construction Administration Services for the Reeder Ranch Park Project, Subject to Any Revisions Deemed Necessary by the City Attorney

ACTION - Consent Calendar - Item C-3	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

4. **Consider Approval of Agreement No. 23-05 with CIM Management to Provide Space at Montclair Place for the Human Services Department's Montclair Walkers Program, Subject to Any Revisions Deemed Necessary by the City Attorney**

ACTION - Consent Calendar - Item C-4	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

D. Resolutions

1. **Consider Adoption of Resolution No. 23-3395 Making Factual Findings in Compliance with AB 361 for the Continuation of Public Meeting Teleconferencing During Public Health Emergencies for the Period of January 17, 2023, through February 16, 2023**

ACTION - Consent Calendar - Item D-1	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

2. **Consider Adoption of Resolution No. 23-3396 Authorizing Salaries and Classification Titles for City Employees on a Consolidated Salary Schedule**

ACTION - Consent Calendar - Item D-2	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

IX. PULLED CONSENT CALENDAR ITEMS — None

X. COUNCIL WORKSHOP

A. Local Road Safety Plan

The City Council continued this item to an adjourned meeting on Monday, February 6, 2023, at 5:45 p.m. in the City Council Chambers.

XI. COMMUNICATIONS

A. Department Reports — None

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.

Hickerson v. City of Montclair

C. City Manager/Executive Director — None

D. Mayor/Chair

Mayor Dutrey noted Council Members should review the current City Council Committee/Liaison Assignments and decide for the next meeting whether they would like to request new assignments; and reminded Council Members to complete their biannual Ethics and Sexual Harassment Prevention trainings if they are due.

Mayor Dutrey advised the following special meetings are tentatively scheduled:

- General Plan Workshop — Thursday, January 19, 2023, at 6:00 p.m. in the City Council Chambers.
- Midyear Budget Review Workshop — Wednesday, February 22, 2023, at 6:00 p.m. in the City Council Chambers.

He reported the San Bernardino County Transportation Authority has eliminated the restroom that was planned to be added to the Pacific Electric Trail near Montclair's segment. In closing, he recognized **Dr. Martin Luther King, Jr.** as a great American in observance of **Martin Luther King, Jr. Day**.

E. Council Members/Directors

1. Council Member/Director Ruh commended **Dr. King's** legacy for standing up to the power structure with influential, peaceful means in the face of violent opposition. He noted on February 11th, the **Christian Development Center** will be holding its first annual Black History festival. He wished everyone a happy Lunar New Year, which starts on January 22nd.
2. Mayor Pro Tem/Vice Chair Johnson encouraged the community to attend the **Christian Development Center's** Black History festival for educational activities, entertainment, and a gospel choir. She wished condolences to the coworkers, friends, and family of **G. Keith Alber**, who worked in the Senior Lunch Program and passed away suddenly earlier this month. She recognized **The Tint Guys**, a local business in Montclair that was recognized during a presentation about **Dr. King** she attended. She spoke in admiration of **Dr. King's** bravery, persistence, and advancement of civil rights despite his young age.
3. Council Member/Director Martinez asked everyone to consider how civil rights are being impacted today and stand up for those rights in honor of **Dr. King**.

F. Committee Meeting Minutes

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

1. Personnel Committee - December 19, 2022

XII. CLOSED SESSION

The City Council entered closed session at 7:53 p.m. to discuss pending litigation.

XIII. CLOSED SESSION ANNOUNCEMENTS

The City Council returned from closed session at 8:32 p.m.

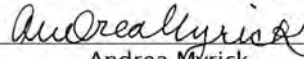
Mayor Dutrey announced the City Council met in closed session to discuss pending litigation; information was received and direction given to staff; and no further announcements would be made at this time.

XIV. ADJOURNMENT

At 8:32 p.m., the Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board were adjourned.

At 8:32 p.m., the City Council was adjourned to Monday, February 6, 2023 at 5:45 p.m. in the City Council Chambers for a workshop presentation on the Local Road Safety Plan.

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



Andrea Myrick,
City Clerk

*The meeting was adjourned in memory of two Deputies of the Riverside County Sheriff's Department: **Darnell Calhoun** and **Isiah Cordero**; and **G. Keith Alber**, a cherished Montclair Senior Center employee and friend of the Montclair community.*