

CITY OF MONTCLAIR

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

AGENDA

Monday, March 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, March 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 provide comments on an agenda item, including public hearing and closed session items, please complete a Speaker Card located 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 — None

VI. PUBLIC COMMENT

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

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

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

VII. PUBLIC HEARINGS — None

VIII. CONSENT CALENDAR

A. Approval of Minutes

- 1. Regular Joint Meeting — February 21, 2023 [CC/SA/MHC/MHA/MCF] 36
- 2. Adjourned Meeting — February 22, 2023 [CC] 43

B. Administrative Reports

- 1. Consider Approval of Warrant Register & Payroll Documentation [CC] 4
- 2. Consider Adoption of the Local Roadway Safety Plan [CC] 5
- 3. Consider Designating Council Member Martinez as Montclair’s Voting Delegate for the Southern California Associated Governments (SCAG) General Assembly Meeting to be Held at the SCAG Regional Conference on May 4, 2023, in Palm Desert [CC] 7

C. Agreements

- 1. Consider Award of Contract to Moore Flooring, Inc. in the Amount of \$18,283 with a \$5,000 Contingency for Youth Center Flooring Services [CC]
Consider Approval of Agreement No. 23-16 with Moore Flooring, Inc., for Youth Center Flooring Services, Subject to Any Revisions Deemed Necessary by the City Attorney [CC]
Consider Authorizing a \$23,283 Appropriation from the Building Maintenance Reserve Fund for Youth Center Flooring Services [CC] 9
- 2. Consider Approval of Agreement No. 23-18 with the County of San Bernardino for Roadway Improvements on Mission Boulevard, Subject to Any Revisions Deemed Necessary by the City Attorney [CC] 18

D. Resolutions

- 1. Consider Adoption of Resolution No. 23-3400 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges [CC] 26

IX. PULLED CONSENT CALENDAR ITEMS

X. COMMUNICATIONS

A. Department Reports

- 1. Human Services – Upcoming Activities & Events

B. City Attorney

C. City Manager/Executive Director

D. Mayor/Chairperson

E. Council Members/Directors

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

1. Personnel Committee Meeting — February 21, 2023 [CC]

XI. ADJOURNMENT

The next regular joint meeting of the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board will be held on Monday, March 6, 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, March 2, 2023.



CITY COUNCIL AGENDA REPORT

DATE:	MARCH 6, 2023	FILE I.D.:	FIN540
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	FINANCE
ITEM NO.:	1	PREPARER:	A. VONG/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 March 6, 2023, and the Payroll Documentation dated January 29, 2023, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated March 6, 2023, totals \$2,097,067.91.

The Payroll Documentation dated January 29, 2023 totals \$749,396.84 gross, with \$544,709.58 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:	MARCH 6, 2023	FILE I.D.:	STA355
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	PUBLIC WORKS
ITEM NO.:	2	PREPARER:	M. HEREDIA
SUBJECT:	CONSIDER ADOPTION OF THE LOCAL ROADWAY SAFETY PLAN		

REASON FOR CONSIDERATION: The Local Roadway Safety Plan is complete and must be adopted by City Council.

BACKGROUND: In May 2020, Fehr and Peers completed the Systemic Safety Analysis Report (SSAR). The SSAR performed collision analysis, identified safety issues on roadways, and developed a list of systemic countermeasures that can be used to prepare projects for future Highway Safety Improvement Program (HSIP) grant applications. On April 5, 2021, the City Council approved Agreement No. 21-18 with Fehr & Peers to prepare a Local Roadway Safety Plan (LRSP). The LRSP provides a unique opportunity for the City to continue its proactive approach to roadway safety, building on the foundation of the SSAR.

The SSAR can be equivalent to the LRSP, but the SSAR will be phased out over time. The state is encouraging local agencies to incorporate LRSP components and collaborate with other departments within the local agency (police, public health, local officials, etc.) to enhance their safety plans. The state provided a grant opportunity to fund the LRSP. Through collaboration with Fehr & Peers, the City applied and was successful in obtaining a \$40,000 grant.

Federal regulations require each state to have a Strategic Highway Safety Plan (SHSP). A SHSP is a statewide data-driven traffic safety plan that coordinates the efforts of a wide range of organizations to reduce traffic accident fatalities and serious injuries on all public roads. In coordination with federal, state, local, and private sector safety stakeholders, the SHSP establishes goals, objectives, and emphasis (or challenge) areas. The SHSP addresses “the four E’s of traffic safety: Engineering, Enforcement, Education, and Emergency Services.”

While the SHSP is used as a statewide approach for improving roadway safety, an LRSP can provide local and rural road owners with an opportunity to address unique highway safety needs in their jurisdictions while contributing to the success of the SHSP. Preparing an LRSP creates a framework to identify and analyze safety problems and recommend safety improvements systematically. Preparation of an LRSP facilitates the development of local agency partnerships and collaboration, resulting in a prioritized list of improvements and actions that can demonstrate a defined need and contribute to the statewide plan.

The LRSP also offers a proactive approach to addressing safety needs and demonstrates agency responsiveness to safety challenges. For future HSIP calls-for-projects, an LRSP will be preferred or required for an agency to be eligible to apply for federal HSIP funds.

The LRSP was presented by Fehr & Peers to the City Council at a workshop held on February 6, 2023. A PDF copy of the final draft of the Local Roadway Safety Plan can be downloaded from the following link:

- <https://www.cityofmontclair.org/wp-content/uploads/2023/03/Local-Road-Safety-Plan-Final-Draft.pdf>

The LRSP recommends three priority safety projects as follows:

1. San Bernardino Street from Ramona Avenue to Benson Avenue
2. Central Avenue from Orchard Street to Holt Boulevard
3. Ramona Avenue from Kingsley Avenue to State Street

These three priority locations were chosen to represent several different elements of the collision analysis:

- Locations with a history of severe and fatal collisions
- Locations that reflect a variety of roadway and land use contexts
- Locations with shared roadway characteristics and risk factors that are appropriate for systemic application of safety countermeasures

FISCAL IMPACT: Adopting the LRSP would result in no immediate or direct fiscal impact on the City's general fund. However, an adopted LRSP is required to apply for future HSIP grants and can also be used to support other safety-related grants.

RECOMMENDATION: Staff recommends that the City Council adopt the Local Roadway Safety Plan.



CITY COUNCIL AGENDA REPORT

DATE:	MARCH 6, 2023	FILE I.D.:	SCG050
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	CITY MGR.
ITEM NO.:	3	PREPARER:	A. MYRICK
SUBJECT:	CONSIDER DESIGNATING COUNCIL MEMBER MARTINEZ AS MONTCLAIR'S VOTING DELEGATE FOR THE SOUTHERN CALIFORNIA ASSOCIATED GOVERNMENTS (SCAG) GENERAL ASSEMBLY MEETING TO BE HELD AT THE SCAG REGIONAL CONFERENCE ON MAY 4, 2023, IN PALM DESERT		

REASON FOR CONSIDERATION: The City of Montclair is a member of the Southern California Association of Governments (SCAG). At least once every year, SCAG convenes the General Assembly to bring together the official representatives of SCAG's membership and help set the agency's course for the coming year. This year's General Assembly will be held on May 4, 2023, at the SCAG Regional Conference, which takes place from May 4-5, 2023 in Palm Desert. Member cities and counties must communicate the names of their official representatives and alternates to SCAG within 45 days before the annual meeting of the General Assembly, which would be March 20, 2023.

Mayor Dutrey and Council Member Ruh are currently assigned as the City's voting delegate and alternate voting delegate, respectively, for SCAG's General Assembly. However, Mayor Dutrey also serves as the City's representative on the San Bernardino County Transportation Authority (SBCTA) Board, and has been designated as SBCTA's voting delegate for this year's SCAG General Assembly meeting. Council Member Ruh is not available to attend the conference.

It is necessary that the City Council designate another voting delegate and communicate the delegate on or before March 20, 2023, so that the City of Montclair can participate in the SCAG General Assembly meeting in May. Council Member Martinez has indicated she is available to serve as the City's delegate; therefore, the City Council is requested to consider designating Council Member Martinez as the City's Voting Delegate for the SCAG General Assembly meeting to be held on May 4, 2023, at 11:00 a.m., during the SCAG Regional Conference taking place from May 4-5, in Palm Desert.

BACKGROUND: Founded in 1965, SCAG is a Joint Powers Authority under California state law, established as an association of local governments and agencies that voluntarily convene as a forum to address regional issues. Under federal law, SCAG is designated as a Metropolitan Planning Organization and under state law as a Regional Transportation Planning Agency and a Council of Governments.

The General Assembly is a forum where policy matters can be identified and addressed. Any city or county representative may propose a subject for study by the Association, provided that the representative has notified the President of the proposal 45 days in advance of the General Assembly meeting. Such a proposal should be submitted in the form of a resolution to the SCAG Regional Council. The President then appoints a Resolutions Committee to consider each resolution and make recommendations for action to the Regional Council, which is then forwarded to the General Assembly for consideration. If a resolution is presented directly to the General Assembly, a two-thirds

vote is required for its consideration. Amendments to SCAG's Bylaws may also be considered at the General Assembly. A Bylaws Committee is appointed by the President to review amendments. Recommendations are forwarded to the Regional Council for approval. The Regional Council will then forward their recommendations to the General Assembly for consideration. A quorum of the General Assembly consists of official representation from one-third of the member cities and one-third of the member counties.

Each member city appoints as its official delegate or alternate a member of its city council who is not a Regional Council representative, except that one of the official representatives of the City of Los Angeles is always the mayor. Counties are represented by either the chair or member of the county board of supervisors from each member county. Any official representative may call for special meetings of the General Assembly upon written request of 15 member cities and three member counties. Each member county and each member city has one official representative and one alternate in the General Assembly, except the City of Los Angeles, which has three official representatives and three alternates due to its population size.

In addition, members of the General Assembly also consider for adoption SCAG's General Fund budget for the next fiscal year. Finally, SCAG's new President, Vice President and Second Vice President are announced for the coming year.

FISCAL IMPACT: The City Council's designation of a voting delegate to the SCAG General Assembly would create no fiscal impact to the City's General Fund. Funds have been allocated in the FY 2022-23 budget for Council representatives to attend the conference; however, the costs should be minimal as delegates receive free conference registration and SCAG covers a one-night hotel stay.

RECOMMENDATION: Staff recommends the City Council designate Council Member Martinez as Montclair's voting delegate for the SCAG General Assembly Meeting, to be held at the SCAG Regional Conference on May 4, 2023, in Palm Desert.



CITY COUNCIL AGENDA REPORT

DATE: MARCH 6, 2023 **FILE I.D.:** PUB355
SECTION: CONSENT - AGREEMENTS **DEPT.:** PUBLIC WORKS
ITEM NO.: 1 **PREPARER:** M. PARADIS

SUBJECT: CONSIDER AWARD OF CONTRACT TO MOORE FLOORING, INC. IN THE AMOUNT OF \$18,283 WITH A \$5,000 CONTINGENCY FOR YOUTH CENTER FLOORING SERVICES

CONSIDER APPROVAL OF AGREEMENT NO. 23-16 WITH MOORE FLOORING, INC., FOR YOUTH CENTER FLOORING SERVICES, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY

CONSIDER AUTHORIZING A \$23,283 APPROPRIATION FROM THE BUILDING MAINTENANCE RESERVE FUND FOR YOUTH CENTER FLOORING SERVICES

REASON FOR CONSIDERATION: The City Council is requested to consider awarding a contract to and approving Agreement No. 23-16 with Moore Flooring, Inc. in the amount of \$18,283.00, including a contingency amount of \$5,000, for Youth Center flooring services. The total contract amount for this maintenance project is estimated at \$23,283.00.

A copy of proposed Agreement No. 23-16 is attached for City Council review and consideration.

BACKGROUND: The carpet in the Youth Center was installed when the Youth Center was built in 2010. The carpeting is worn and fraying between the carpet squares and is in need of replacement.

Staff attempted to obtain three estimates from vendors for new carpet in the Youth Center. Two companies that were contacted were responsive and able to provide the Mohawk Heritage 963 carpet, which is the same carpet that was recently installed in City Hall. Best Carpet provided an estimate to install Shaw Carpeting which does not meet the City's requirements. The following bid proposals were received:

<i>Contractor</i>	<i>Bid Amount</i>
Moore Flooring, Inc.	\$18,283.00
G&S Carpet Mills, Inc.	\$30,188.33

Staff reviewed the estimates for completeness and accuracy. The estimate from Moore Flooring, Inc. was deemed the lowest responsible, responsive bidder for the project.

The anticipated duration of this project is 12 working days. The work is expected to begin in March 2023 and be completed in April 2023.

FISCAL IMPACT: The Building Maintenance Reserve Fund has sufficient funds to cover the costs of this maintenance project.

RECOMMENDATION: Staff recommends that the City Council take the following actions in relation to the Youth Center Flooring Services:

1. Award a contract to Moore Flooring, Inc. in the amount of \$18,283 with a \$5,000 contingency for Youth Center flooring services.
2. Approve Agreement No. 23-16 with Moore Flooring, Inc. for Youth Center Flooring Services, subject to any revisions deemed necessary by the City Attorney.
3. Authorize a \$23,283 appropriation from the Building Maintenance Reserve Fund to cover costs for Youth Center Flooring Services.

G&S CARPET MILLS, INC.

3205 Pomona Blvd. Pomona, CA 91768
Ph. 909-468-5600 Fax 480-247-5492

Proposal

Date Proposal #
1/17/2023 3076

Contracting Office

City of Montclair
City Hall
5111 Benito Street
(P.O. BOX 2308)
Montclair, CA 91763

Place Of Performance

Youth Center

Rep. Ali Gorginfar Mobile 909-997-2535 agorginfar@gscarpets.com	Department Of Industrial Relations Number			Terms
	1000003623			Net 30
Description	Qty	U/M	Rate	Total
Mohawk Group Collection: Learn & Live Style: Side Stripe GT419 Color: Heritage 963 Size: 24" X 24"	424	Sq. Yd.	65.68	27,848.33
Wall-Base Wall-Base Manufacture: Burke Wall-Base Style: Rubber with Toe Wall-Base Color: 701 Black Wall-Base Size: 4"	600	Ln. Ft.	1.40	840.00
Moisture Test	1	Project	1,500.00	1,500.00

Total Price **\$30,188.33**

PROPOSAL AND CONTRACT

STATE CONTRACTORS
LICENSE NO. 472436
DIR# 1000001027



5497 VINE STREET CHINO, CA. 91710-5248 OFFICE: (909)628-6111 FAX: (909)628-2324

- CITY OF MONTCLAIR
- 5111 BENITO ST
- MONTCLAIR , CA.

DATE 2-23-2023

JOB NAME
YOUTH CENTER WITH
 MOHAWK CARPET TILE STYLE SIDE STRIPE
 HERITAGE 24"X24"

ATTENTION MATHEW

WE NPROPOSE TO FURNJISH AND INSTALL MOHAWK CARPET TILE 24" X24" SIDE STRIPE COLOR HERITAGE THROUGHOUT YOUTH CENTER INCLUDING REMOVAL WITH PROPER DISPOSAL OF EXISITNG FLOORING WITH LABOR AT PREVAILING WAGE RATE DURING NORMAL HOURS MONDAY FRIDAY FOR THE SUM OF **\$18,283.00** TOTAL WITH ALL TAXES INCLUDED

NOTES
 PROPOSAL INCLUDES STEPS AND RAMP OF YOUTH CENTER MAIN AREA

PROPOSAL INCLUDES FURNITURE MOVING
PROPOSAL INCLUDES 4" RUBBER COVE BASE

PROPOSAL BASED ON PREVAILING WAGE RATE

EXCLUSIONS :- -CLEANING-WAXING-FINISHING-PROTECTION-TEMPERATURE MAINTENANCE-MAJOR FLOOR PREP-MOISTURE REMEDIATION
 WE EXLUDE ALL ALLOWANCES, & REMOVING PAINT,PLASTER,OVERSPRAY FROM EXISTING SLAB

Accepted _____
 By _____
 Date _____

MOORE FLOORING INC.
 By Rodney W
 ROD WITHERS
 RESIDENT

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

A. Recitals.

- (i) Pursuant to a request for written estimates.
- (ii) CITY did accept the estimate of CONTRACTOR.
- (iii) CITY has authorized the City Clerk and Mayor to enter into a written contract with CONTRACTOR for furnishing labor, equipment, and material for the construction of:
- (iv)

YOUTH CENTER FLOORING SERVICES

"PROJECT" hereinafter.

B. Resolution.

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

1. GENERAL SCOPE OF WORK: CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do all work contemplated and embraced for the PROJECT. Said PROJECT to be performed in accordance with specifications and standards on file in the Office of the City Engineer and in accordance with bid prices hereinafter mentioned and in accordance with the instructions of the Engineer.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The aforesaid specifications are incorporated herein by reference thereto and made a part hereof with like force and effect as if all of said documents were set forth in full herein. Said documents, the Notice Inviting Bids, the Instructions to Bidders, the Proposal and any City-issued addenda, together with this written Agreement, shall constitute the contract between the parties. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written Agreement, the provisions of this written Agreement shall control.

3. TERMS OF CONTRACT: The CONTRACTOR agrees to execute the contract within ten (10) calendar days from the date of notice of award of the contract and to complete his portion of PROJECT within the time specified in the Special Provisions. CONTRACTOR agrees further to the assessment of liquidated damages in the amount specified in the Special Provisions or the Standard Specifications, whichever is higher, for each calendar day PROJECT remains incomplete beyond the expiration of the completion date. CITY may deduct the amount thereof from any moneys due or that may become due the CONTRACTOR under this contract. Progress payments made

after the scheduled date of completion shall not constitute a waiver of liquidated damages.

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

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

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

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

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

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

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

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

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until thirty (30) days after receipt by CITY of a written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."
 - (5) Otherwise be in form satisfactory to CITY.
 - e. The CONTRACTOR shall at the time of the execution of the contract present the original policies of insurance required in paragraphs a. and b., hereof, or present an endorsement of the insurance company, showing the issuance of such insurance, and the additional insureds and other provisions required herein.
6. CONTRACTOR'S LIABILITY: The City of Montclair and its respective officers, agents and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the project or any part thereof, or for any of the materials or other things used or employed in performing the project; or for injury or damage to any person or persons, either workmen, employees of the CONTRACTOR or his subcontractors or the public, whatsoever arising out of or in connection with the

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

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

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

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

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

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

9. **CONTRACT PRICE AND PAYMENT:** CITY shall pay to the CONTRACTOR for furnishing the material and doing the prescribed work the unit prices set forth in accordance with CONTRACTOR's Proposal dated **February 23, 2023**.

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

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

CONTRACTOR

CITY

MOORE FLOORING, INC.
54987 Vine St.
Chino, CA 91710

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

By: _____
Rodney Withers
President

By: _____
Javier "John" Dutrey
Mayor

ATTEST:

By: _____

Name, Title

By: _____
Andrea M. Myrick
City Clerk

APPROVED AS TO FORM:

By: _____
Diane E. Robbins
City Attorney



CITY COUNCIL AGENDA REPORT

DATE:	MARCH 6, 2023	FILE I.D.:	STA817
SECTION:	CONSENT - AGREEMENTS	DEPT.:	PUBLIC WORKS
ITEM NO.:	2	PREPARER:	M. HEREDIA
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 23-18 WITH THE COUNTY OF SAN BERNARDINO FOR ROADWAY IMPROVEMENTS ON MISSION BOULEVARD, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY		

REASON FOR CONSIDERATION: The San Bernardino County Department of Public Works will complete roadway improvements on Mission Boulevard between the Los Angeles County Line and 0.06 miles east of Pipeline Avenue, and between 0.07 miles west of Central Avenue and Benson Avenue. Contracts with the City require City Council approval.

A copy of proposed Agreement No. 23-18 with the County of San Bernardino is attached for the City Council's review and consideration.

BACKGROUND: The County will complete roadway improvements in the City's jurisdiction on Mission Boulevard between East End Avenue and Silicon Avenue and between Ada Avenue and Central Avenue as part of their Project. The total Project involves approximately one mile of pavement restoration along Mission Boulevard.

The work primarily consists of milling the existing pavement and overlaying the pavement with a new rubberized asphalt hot mix including Americans with Disabilities Act (ADA) ramp upgrades. The Project will be advertised for construction bids in late April or early May. Construction is anticipated to commence in July 2023.

Per the provisions of the proposed Cooperative Agreement, the County will serve as the lead agency in the preliminary engineering, design, survey, California Environmental Quality Act (CEQA) review and compliance, construction, and inspection phases of the Project.

FISCAL IMPACT: The total estimated cost of the Project is \$3,762,000. The City's estimated share of the cost is \$863,612. The City's share of the Project cost will be covered by 2021 Lease Revenue Fund proceeds.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 23-18 with the County of San Bernardino for roadway improvements on Mission Boulevard, subject to any revisions deemed necessary by the City Attorney.



Contract Number

City Agreement No. 23-18

SAP Number

Public Works

Department Contract Representative	Arlene Chun, M.S., P.E., Engineering Manager
Telephone Number	(909) 387-8165
Project	Mission Boulevard Project
Contractor	City of Montclair
Contractor Representative	Monica Heredia, P.E., City Engineer
Telephone Number	(909) 625-9405
Contract Term	1/31/2028
Original Contract Amount	\$863,612
Amendment Amount	N/A
Total Contract Amount	\$863,612
Cost Center	6650002000 H15034

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, the San Bernardino County (COUNTY) and the City of Montclair (CITY) (COUNTY and CITY are also each referred to herein as "Party" and collectively referred to herein as "Parties") desire to cooperate and jointly participate in the mill and overlay and Americans with Disabilities Act (ADA) ramp upgrade project on Mission Boulevard, between East End Avenue and Silicon Avenue and Ada Avenue and Benson Avenue in the unincorporated Montclair area (unincorporated herein by this reference and hereinafter collectively referred to as PROJECT); and

WHEREAS, the PROJECT, is located in the unincorporated areas of the COUNTY and the CITY, and

WHEREAS, California Streets and Highways Code sections 1685 and 1803 authorize CITY to contract with COUNTY for the maintenance, construction or repair of CITY streets and roads, if the legislative body of CITY determines that it is necessary for the more efficient maintenance, construction, or repair of its streets and roads; and

WHEREAS, the legislative body of City determines that it is necessary for the more efficient maintenance, construction, or repair of its streets and roads to contract with COUNTY for the PROJECT; and

WHEREAS, the total PROJECT cost is estimated to be \$3,762,000; and

WHEREAS, COUNTY's share of PROJECTS cost is estimated to be \$2,898,388 and the CITY's share of PROJECTS cost is estimated to be \$863,612, as more particularly set forth in Exhibit "A", which is attached hereto and unincorporated herein by this reference; and

WHEREAS, it is anticipated that COUNTY's share of PROJECT costs will be from gas tax funding and CITY's share of PROJECT costs will be financed through its local funds; and

WHEREAS, the above-described costs are proportioned based on the work to be performed in each Party's jurisdiction; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1.0 COUNTY AGREES TO:

- 1.1 Act as the Lead Agency in the design, survey, California Environmental Quality Act (CEQA) compliance (Public Resources Code section 21000 et seq.), construction, construction engineering, and inspection of the PROJECT.
- 1.2 Prepare, process, and secure all necessary environmental documents required by CEQA.
- 1.3 If required, at its own cost, design and perform all right-of-way acquisition related work inside the COUNTY jurisdiction that is determined to be necessary for the PROJECT. Right-of way acquisition related work includes, but is not limited to, right-of-way document preparation (legal description and plat), appraisal, acquisition, temporary construction easements, utility easements, utility relocations, site clearance activities, plant/tree/fence/wall removal and relocation/replacement, legal negotiations, eminent domain proceedings, property settlements, and all right-of-way capital costs (actual cost of right-of-way).
- 1.4 Provide plans and specifications for the PROJECT for CITY's review and approval.
- 1.5 Construct the PROJECT by contract in accordance with the plans and specifications of COUNTY, which have been reviewed and approved by CITY.
- 1.6 Arrange for relocation of all utilities which interfere with construction of the PROJECT within the entire PROJECT limits, subject to paragraph 3.9 below.
- 1.7 Obtain a no-cost permit from the CITY for work performed within the CITY's right-of-way.
- 1.8 Provide a no-cost permit to the CITY for its work in COUNTY's right-of-way, which permit approval shall not be unreasonably withheld, delayed or conditioned.
- 1.9 Advertise, award, and administer the construction of the PROJECT, in accordance with the provisions of the California Public Contract Code applicable to counties.
- 1.10 Require its contractor to maintain and to comply throughout the term of any contract awarded by COUNTY with the insurance requirements described in County Policy Numbers 11-07 and 11-07SP.
- 1.11 Provide adequate inspection of all items of work performed under the construction contract(s) with COUNTY's contractors or subcontractors for the PROJECT and maintain adequate records of inspection and materials testing for review by CITY. COUNTY shall provide copies of any records of inspection and materials testing to CITY within ten (10) days of COUNTY's receipt of written demand from CITY for such records. This shall be included as a PROJECT cost.
- 1.12 After bid opening and prior to award of the construction contract, submit to the CITY an invoice for the estimated CITY share of PROJECT construction costs based on the COUNTY/CITY percentage share determined from the bid result.
- 1.13 Upon PROJECT completion, calculate actual COUNTY/CITY PROJECT share percentages based on the final contract work and cost, which shall include any changes made within the COUNTY and/or CITY as provided in this Agreement.
- 1.14 Based on the COUNTY percentage calculated pursuant to paragraph 1.13, pay its share of the actual PROJECT costs. The actual PROJECT costs shall include the cost of PROJECT design,

survey, CEQA compliance, share construction, construction engineering, inspection and COUNTY overhead costs. COUNTY's PROJECT costs is estimated to be \$2,898,388 and shall not exceed \$3,622,985 (25% increase over the COUNTY's PROJECT cost estimate) absent a written amendment to this Agreement pursuant to paragraph 3.17.

- 1.15 Upon PROJECT completion and the identification of all PROJECT expenses, submit to the CITY an itemized accounting of actual PROJECT costs incurred by the COUNTY and, if said costs exceed the amount paid by CITY pursuant to paragraphs 1.12 and 2.6, an invoice for the remainder of the CITY's share of the actual PROJECT costs, up to the amount set forth in Section 2.7 hereof, as provided herein. Said invoice shall set forth all actual PROJECT costs incurred by COUNTY, together with adequate documentation of said expenditures and a copy of the overall CITY/COUNTY percentage share calculation spreadsheet. If the actual PROJECT costs incurred by COUNTY are less than the amount paid by CITY pursuant to paragraphs 1.12 and 2.6, then COUNTY shall refund CITY the difference within thirty (30) days after issuance of the itemized accounting.

2.0 CITY AGREES TO:

- 2.1 Review and approve the plans and specifications of the PROJECT.
- 2.2 If required, at its own cost and not included in this PROJECT cost, perform all right-of-way acquisition related work inside the CITY's jurisdiction that is determined to be necessary for the PROJECT. Right-of-way acquisition related work includes, but is not limited to, right-of-way document preparation (legal description and plat), appraisal, acquisition, temporary construction easements, utility easements, utility relocations, site clearance activities, plant/tree/fence/wall removal and relocation/replacement, legal negotiations, eminent domain proceedings, property settlements, and all right-of-way capital costs (actual cost of right-of-way).
- 2.3 Provide a no-cost permit to the COUNTY for its work in the CITY's right-of-way.
- 2.4 Provide a qualified representative who shall have the authority to discuss and attempt to resolve issues concerning the PROJECT with the COUNTY.
- 2.5 Obtain a no-cost permit from the COUNTY for work within the COUNTY'S right-of-way, which permit approval shall not be unreasonably withheld, delayed or conditioned.
- 2.6 Within thirty (30) days after receipt of the invoice from the COUNTY pursuant to paragraph 1.12 above, pay to the COUNTY the invoiced amount.
- 2.7 Within thirty (30) days after receipt of the itemized accounting and invoice from the COUNTY pursuant to paragraph 1.15 above, pay to the COUNTY the remainder of its share of the actual PROJECT costs based on the CITY percentage calculated pursuant to paragraph 1.13. The PROJECT costs shall include the cost of PROJECT design, survey, CEQA compliance, construction, construction engineering, inspection and COUNTY overhead costs. CITY's share of PROJECT costs is currently estimated to be \$863,612 and shall not exceed \$1,079,515 (25% increase over the PROJECT cost estimate) absent a written approval from the CITY's designated representative).

3.0 IT IS MUTUALLY AGREED:

- 3.1 Except for activities that are impossible to perform during the construction phase of PROJECT, before, during and after CITY's and COUNTY's acceptance of completed PROJECT, the COUNTY shall be responsible for performing any and all work (including, but not limited to, maintenance) for PROJECT limits that are within the COUNTY unincorporated area and the CITY shall be responsible for performing any and all in the PROJECT limits that are in the CITY unincorporated area.
- 3.2 COUNTY agrees to indemnify, defend and hold harmless the CITY and its officers, employees, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from COUNTY's negligent acts or omissions or willful misconduct which arise from COUNTY's performance of its obligations under this Agreement.
- 3.3 CITY agrees to indemnify, defend (with counsel approved by COUNTY) and hold harmless COUNTY and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability resulting from CITY's negligent acts or omissions or willful misconduct which arise from CITY's performance of its obligations under this Agreement.

- 3.4 In the event the COUNTY and/or the CITY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the COUNTY and/or CITY shall indemnify the other to the extent of its comparative fault.
- 3.5 In the event of litigation arising from this Agreement, each Party to the Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs 3.2, 3.3 and 3.4.
- 3.6 COUNTY and CITY are authorized self-insured public entities for purposes of Professional Liability, Automobile Liability, General Liability and Worker's Compensation, and warrant that through their respective programs of self-insurance they have adequate coverage or resources to protect against liabilities arising out of COUNTY and CITY's performance of the terms, conditions or obligations of this Agreement.
- 3.7 The Parties acknowledge that actual PROJECT costs may ultimately exceed current estimates of PROJECT costs. Any additional PROJECT costs (including, but not limited to, additional PROJECT costs caused by an increase in engineering cost, higher bid prices, change orders, or arising from unforeseen site conditions, including utility relocation (but not from requested additional work by the COUNTY or CITY, which is addressed in paragraph 3.8 below)) over the estimated total of the PROJECT's cost of \$3,762,000 (which is the sum of \$2,898,388 from COUNTY and \$863,612 from CITY) shall be borne by each PARTY based upon where the work is required (i.e. whether the work is required in the COUNTY's or CITY's jurisdiction) up to the amounts set forth in Section 1.14 and 2.7, respectively.
- 3.8 If either COUNTY or CITY requests additional work that is beyond the scope of the original PROJECT, and not considered by all Parties to be a necessary part of the PROJECT, said work, if approved by both Parties pursuant to paragraph 3.17 will be paid solely by the agency requesting the work.
- 3.9 In the case wherein one of the Parties owns a utility that needs to be relocated for the PROJECT and that Party does not have prior rights for that utility, it will be the sole responsibility of that Party to relocate the utility at that Party's cost. This shall not be included as a PROJECT cost. In the case that a utility relocation is determined to be a PROJECT cost based on that utility having prior rights, the relocation of the utility will be included as a PROJECT cost for which the COUNTY and CITY will be responsible for funding for work located within their respective boundaries.
- 3.10 As design progresses, if it is found by COUNTY's Director of Public Works, or the Director's designee, that a cost overrun of 25% or more of the estimated total of the PROJECT costs will occur, COUNTY shall provide CITY notice of this fact and COUNTY and CITY shall endeavor to agree upon an alternative course of action, including amending the cost estimates. If, after thirty (30) days of COUNTY notice, an alternative course of action is not mutually agreed upon in writing between the COUNTY and CITY, this Agreement shall be deemed to be terminated by mutual consent.
- 3.11 COUNTY shall notify CITY of the bids received and the amounts thereof. In the event that either Party intends to cancel this Agreement based upon the bids or amount thereof, said Party shall notify the other Party at a reasonable time prior to the awarding of a contract to construct the PROJECT to avoid any detrimental reliance by either Party, contractor or potential contractor.
- 3.12 If after opening bids for the PROJECT, it is found that the responsive and responsible low bid amount is 25% or less over the construction cost shown in Exhibit A, COUNTY may award the contract.
- 3.13 If, upon opening of bids, it is found that the responsive and responsible low bid amount is over 25% more than the construction cost shown in Exhibit A or the Amended Exhibit A pursuant to paragraph 3.10 of the Agreement, COUNTY shall not award the contract unless: 1) COUNTY receives written permission from the CITY's City Engineer or designee, to proceed with the award; and 2) COUNTY's Board of Supervisors approves the award of the construction contract. If the above described conditions are not met, COUNTY and CITY shall endeavor to agree upon an alternative course of action, including re-bidding of the PROJECT. If, after thirty (30) days of the bid opening, an alternative course of action is not mutually agreed upon in writing, this Agreement shall be deemed to be terminated by mutual consent.
- 3.14 In the event that change orders are required during the course of the PROJECT, said change orders must be delivered by fax or email and must be returned within two (2) days. The CITY shall not unreasonably withhold approval of change orders. If a CITY disapproved or modified change

order is later found to be a cost of the PROJECT, then the CITY shall be responsible for any costs, awards, judgments or settlements associated with the disapproved or modified change order.

- 3.15 This Agreement may be cancelled upon thirty (30) days advance written notice of either Party, provided however, that neither Party may cancel this Agreement after COUNTY awards a contract to construct the PROJECT. In the event of cancellation as provided herein, including termination pursuant to paragraphs 3.10, 3.11 and 3.13 above, all PROJECT expenses occurred prior to the effective date of cancellation/termination shall be paid by the Parties in the same proportion to their contribution for the PROJECT. The Parties recognize and agree that the provisions governing utility relocation and construction are dependent upon the Parties first satisfying CEQA. As provided in this paragraph, the Agreement may be cancelled with or without cause, before, during and after CEQA review/approval.
- 3.16 Except as provided in paragraphs 3.15 and 3.24, and except for the Parties' operation, maintenance and indemnification obligations contained herein which shall survive termination, this Agreement shall terminate upon completion of the PROJECT and payment of final billing by the CITY for its share of the PROJECT costs or refund by COUNTY pursuant to paragraph 1.15.
- 3.17 This Agreement contains the entire agreement of the Parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.18 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between CITY and COUNTY concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement or the PROJECT, shall be instituted and tried in the appropriate state court, located in the County of San Bernardino, California.
- 3.19 Time is of the essence for each and every provision of this Agreement.
- 3.20 Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed COUNTY work days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.21 No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.22 If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this Agreement is frustrated.
- 3.23 This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.24 This Agreement will be effective on the date signed and approved by both Parties and shall terminate upon satisfaction of the terms identified in paragraph 3.16 or January 31, 2028 (whichever occurs first).
- 3.25 All notices, approvals, consents or other documents required or permitted under this Agreement shall be in writing and, except as otherwise provided herein, shall be effective upon personal delivery or three calendar days after deposit in the United States mail, certified, with first class postage, fully prepaid, addressed as follows:

CITY:
City of Montclair
5111 Benito Street
Montclair, CA 91763
Attn: Public Works Department
Engineering Division

COUNTY:
San Bernardino County
Department of Public Works
825 E. Third Street Room 143
San Bernardino, CA 92415
Attn: Transportation Planning
Division

3.26 The Recitals are unincorporated into the body of this Agreement.

SIGNATURES

SAN BERNARDINO COUNTY

City of Montclair

(Print or type name of corporation, company, contractor, etc.)

▶

Curt Hagman, Chairman, Board of Supervisors

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

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

Name Javier John Dutrey

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title Mayor
(Print or Type)

By _____
Deputy

Dated: _____

Address 5111 Benito Street
P.O. Box 2308
Montclair, CA 91763

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

▶ _____
Aaron Gest, County Counsel

▶ _____
Andy Silao, P.E.

▶ _____
Brendon Biggs, Director

Date _____

Date _____

Date _____

EXHIBIT A

**ESTIMATE OF PROJECT COSTS FOR CITY OF MONTCLAIR AND
SAN BERNARDINO COUNTY PAVEMENT REHABILITATION AND ADA RAMP UPDATE
PROJECT**

Road Name	Road Number	Project Limits	Length	Scope of Work
Mission Boulevard	N/A City	From LA County Line to 0.06 Miles East of Pipe Line Ave	0.54M	Mill and Overlay
Mission Boulevard	N/A City	From Ada Avenue 0.0625 Miles West to South Central Avenue	0.0625M	Mill and Overlay
Mission Boulevard	554875-010	From LA County Line to 0.06 Miles East of Pipe Line Ave	0.54M	Mill and Overlay, ADA Ramp Update
Mission Boulevard	554875-030	From 0.07 Miles West of Central Ave to Benson Ave	0.56M	Mill and Overlay, ADA Ramp Update
Description	Amount	County Share	City Share	
Construction All Other Costs Such As Preliminary Engineering, Design, Environmental Clearance, Construction Engineering, etc.	\$3,762,000	\$2,898,388	\$863,612	
Total	\$3,762,000	\$2,898,388	\$863,612	



CITY COUNCIL AGENDA REPORT

DATE:	MARCH 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. 23-3400 AUTHORIZING PLACEMENT OF LIENS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH CHARGES		

REASON FOR CONSIDERATION: Staff has identified 185 sewer and trash accounts in the odd-numbered-month billing cycle that are more than three billing periods delinquent. Pursuant to Montclair Municipal Code Chapter 1.12, these properties are subject to lien.

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

FISCAL IMPACT: Recoverable amount is \$61,751.28, plus \$3,700.00 for release of lien fees, plus \$9,250.00 in lien fees, for a total of \$74,701.28.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 23-3400 authorizing placement of liens on certain properties for delinquent sewer and trash charges.

RESOLUTION NO. 23-3400

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 185 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 February 9, 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, March 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 - March 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. 23-3400 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 No. 23-3400
Report of Delinquent Civil Debts - March 2023

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
4334	Alamitos Street	Residential	296.91	20.00	50.00	366.91
5356	Alamitos Street	Residential	296.93	20.00	50.00	366.93
5366	Alamitos Street	Residential	297.60	20.00	50.00	367.60
5634	Alamitos Street	Residential	298.11	20.00	50.00	368.11
4587	Allesandro Street	Residential	293.31	20.00	50.00	363.31
9757	Amherst Avenue	Residential	296.92	20.00	50.00	366.92
9910	Amherst Avenue	Residential	296.93	20.00	50.00	366.93
9960	Amherst Avenue	Residential	347.76	20.00	50.00	417.76
10065	Amherst Avenue	Residential	208.83	20.00	50.00	278.83
5363	Arrow Hwy	Commercial	421.90	20.00	50.00	491.90
5105	Aspen Drive	Residential	415.38	20.00	50.00	485.38
9824	Bel Air Avenue	Residential	210.03	20.00	50.00	280.03
9909	Bel Air Avenue	Residential	309.91	20.00	50.00	379.91
9950	Bel Air Avenue	Residential	296.92	20.00	50.00	366.92
10036	Bel Air Avenue	Residential	290.64	20.00	50.00	360.64
10045	Bel Air Avenue	Residential	373.77	20.00	50.00	443.77
4435	Benito Street	Residential	300.71	20.00	50.00	370.71
4460	Benito Street	Residential	296.93	20.00	50.00	366.93
4553	Benito Street	Residential	415.38	20.00	50.00	485.38
4824	Benito Street	Residential	291.06	20.00	50.00	361.06
5233	Benito Street	Senior	266.86	20.00	50.00	336.86
5429	Benito Street	Residential	296.93	20.00	50.00	366.93
5598	Benito Street	Residential	326.28	20.00	50.00	396.28
9384	Benson Avenue	Residential	288.61	20.00	50.00	358.61
10034	Benson Avenue	Residential	352.92	20.00	50.00	422.92
4729	Berkeley Street	Residential	252.68	20.00	50.00	322.68
4797	Berkeley Street	Residential	200.38	20.00	50.00	270.38
4843	Berkeley Street	Residential	297.00	20.00	50.00	367.00
9543	Bolton Avenue	Residential	264.52	20.00	50.00	334.52
9598	Bolton Avenue	Residential	296.93	20.00	50.00	366.93
4541	Bonnie Brae Street	Residential	296.93	20.00	50.00	366.93
4599	Bonnie Brae Street	Residential	402.69	20.00	50.00	472.69
5455	Bonnie Brae Street	Residential	264.52	20.00	50.00	334.52
5544	Bonnie Brae Street	Residential	320.62	20.00	50.00	390.62
9851	Camarena Avenue	Residential	296.93	20.00	50.00	366.93
4443	Cambridge Street	Residential	299.42	20.00	50.00	369.42
4853	Cambridge Street	Residential	297.04	20.00	50.00	367.04
5383	Cambridge Street	Residential	290.38	20.00	50.00	360.38
5438	Cambridge Street	Residential	297.18	20.00	50.00	367.18
5448	Cambridge Street	Residential	271.58	20.00	50.00	341.58
5470	Cambridge Street	Residential	297.04	20.00	50.00	367.04
5471	Cambridge Street	Residential	296.93	20.00	50.00	366.93
5591	Cambridge Street	Residential	278.81	20.00	50.00	348.81
9151	Camulos Avenue	Residential	297.13	20.00	50.00	367.13
9242	Camulos Avenue	Residential	310.87	20.00	50.00	380.87
9243	Camulos Avenue	Residential	296.93	20.00	50.00	366.93
9426	Camulos Avenue	Residential	325.91	20.00	50.00	395.91

Exhibit A to Resolution No. 23-3400
Report of Delinquent Civil Debts - March 2023

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
9511	Camulos Avenue	Residential	326.29	20.00	50.00	396.29
9540	Camulos Avenue	Residential	340.70	20.00	50.00	410.70
9737	Camulos Avenue	Residential	264.52	20.00	50.00	334.52
9787	Camulos Avenue	Residential	267.24	20.00	50.00	337.24
9829	Camulos Avenue	Residential	415.77	20.00	50.00	485.77
9877	Camulos Avenue	Residential	326.29	20.00	50.00	396.29
5666	Caroline Street	Residential	297.04	20.00	50.00	367.04
9845	Central Avenue	Residential	415.38	20.00	50.00	485.38
9855	Central Avenue	Residential	296.93	20.00	50.00	366.93
9926	Central Avenue	Residential	248.23	20.00	50.00	318.23
9795	Coalinga Avenue	Residential	296.93	20.00	50.00	366.93
9824	Coalinga Avenue	Residential	272.66	20.00	50.00	342.66
9477	Del Mar Avenue	Residential	338.30	20.00	50.00	408.30
4325	Denver Street	Residential	264.52	20.00	50.00	334.52
4405	Denver Street	Residential	326.28	20.00	50.00	396.28
4455	Denver Street	Residential	309.91	20.00	50.00	379.91
4456	Denver Street	Residential	410.70	20.00	50.00	480.70
4986	Denver Street	Residential	501.63	20.00	50.00	571.63
5579	Denver Street	Residential	211.81	20.00	50.00	281.81
5616	Denver Street	Residential	296.93	20.00	50.00	366.93
5626	Denver Street	Residential	326.32	20.00	50.00	396.32
5562	Deodar Street	Residential	264.52	20.00	50.00	334.52
5168	El Morado Street	Residential	333.06	20.00	50.00	403.06
5357	El Morado Street	Senior	447.06	20.00	50.00	517.06
5429	El Morado Street	Residential	296.93	20.00	50.00	366.93
9463	Exeter Avenue	Residential	448.68	20.00	50.00	518.68
9321	Felipe Avenue	Residential	264.52	20.00	50.00	334.52
9367	Felipe Avenue	Residential	415.38	20.00	50.00	485.38
9410	Felipe Avenue	Residential	296.90	20.00	50.00	366.90
9793	Felipe Avenue	Senior	266.79	20.00	50.00	336.79
9874	Felipe Avenue	Residential	445.96	20.00	50.00	515.96
9020	Fremont Avenue	Senior	296.24	20.00	50.00	366.24
9729	Fremont Avenue	Residential	293.31	20.00	50.00	363.31
9812	Fremont Avenue	Residential	236.95	20.00	50.00	306.95
9823	Fremont Avenue	Residential	296.93	20.00	50.00	366.93
9985	Geneva Avenue	Residential	296.92	20.00	50.00	366.92
4328	Granada Street	Residential	296.93	20.00	50.00	366.93
4426	Granada Street	Residential	273.90	20.00	50.00	343.90
4948	Granada Street	Residential	316.49	20.00	50.00	386.49
5434	Granada Street	Residential	223.42	20.00	50.00	293.42
9627	Greenwood Avenue	Residential	296.88	20.00	50.00	366.88
9934	Greenwood Avenue	Residential	278.23	20.00	50.00	348.23
4376	Harvard Street	Residential	296.92	20.00	50.00	366.92
4418	Harvard Street	Residential	296.93	20.00	50.00	366.93
5141-43	Harvard Street	Multifamily	593.79	20.00	50.00	663.79
4568	Hawthorne Street	Residential	297.03	20.00	50.00	367.03
5553	Hawthorne Street	Residential	226.34	20.00	50.00	296.34

Exhibit A to Resolution No. 23-3400
Report of Delinquent Civil Debts - March 2023

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
9743	Helena Avenue	Senior	342.53	20.00	50.00	412.53
9761	Helena Avenue	Residential	390.80	20.00	50.00	460.80
9834	Helena Avenue	Residential	253.06	20.00	50.00	323.06
4702	Holt Blvd.	Commercial	1,865.61	20.00	50.00	1,935.61
5190	Howard Street A & B	Commercial	659.23	20.00	50.00	729.23
4585	James Street	Senior	326.29	20.00	50.00	396.29
9756	Kimberly Avenue	Residential	487.28	20.00	50.00	557.28
9765	Kimberly Avenue	Residential	507.18	20.00	50.00	577.18
9844	Kimberly Avenue	Residential	264.52	20.00	50.00	334.52
9877	Kimberly Avenue	Residential	442.83	20.00	50.00	512.83
9744	Lehigh Avenue	Residential	293.31	20.00	50.00	363.31
10042	Lindero Avenue	Residential	309.91	20.00	50.00	379.91
10086	Lindero Avenue	Residential	201.88	20.00	50.00	271.88
9527	Marion Avenue	Residential	296.93	20.00	50.00	366.93
9547	Marion Avenue	Residential	296.93	20.00	50.00	366.93
9325	Mills Avenue	Multifamily	215.53	20.00	50.00	285.53
9595	Mills Avenue	Residential	326.28	20.00	50.00	396.28
9745	Mills Avenue	Residential	604.47	20.00	50.00	674.47
9721	Monte Vista Avenue	Residential	256.26	20.00	50.00	326.26
5608	Moreno Street	Residential	264.52	20.00	50.00	334.52
4613	Olive Street	Residential	301.07	20.00	50.00	371.07
4644	Olive Street	Residential	344.34	20.00	50.00	414.34
4872	Olive Street	Residential	234.86	20.00	50.00	304.86
4245	Orchard Street	Residential	264.52	20.00	50.00	334.52
4771	Orchard Street	Residential	309.91	20.00	50.00	379.91
4779	Orchard Street	Senior	266.82	20.00	50.00	336.82
5032	Orchard Street	Residential	277.17	20.00	50.00	347.17
5582	Orchard Street	Residential	220.64	20.00	50.00	290.64
5640	Orchard Street	Residential	424.60	20.00	50.00	494.60
5690	Orchard Street	Residential	296.93	20.00	50.00	366.93
5619	Palo Verde Street	Residential	1,083.50	20.00	50.00	1,153.50
9633	Poulsen Avenue	Residential	430.90	20.00	50.00	500.90
9925	Poulsen Avenue	Residential	296.93	20.00	50.00	366.93
9935	Poulsen Avenue	Residential	290.64	20.00	50.00	360.64
9375	Pradera Avenue	Residential	1,312.32	20.00	50.00	1,382.32
4426	Princeton Street	Residential	298.50	20.00	50.00	368.50
4467	Princeton Street	Residential	297.04	20.00	50.00	367.04
9060	Ramona Avenue	Residential	296.83	20.00	50.00	366.83
9090	Ramona Avenue	Residential	315.52	20.00	50.00	385.52
9109	Ramona Avenue	Residential	315.42	20.00	50.00	385.42
9587	Ramona Avenue	Residential	297.04	20.00	50.00	367.04
9706	Ramona Avenue	Residential	233.12	20.00	50.00	303.12
9801	Ramona Avenue	Senior	282.17	20.00	50.00	352.17
9248	Ramona Avenue	Residential	308.58	20.00	50.00	378.58
9324	Rose Avenue	Residential	448.57	20.00	50.00	518.57
9413	Rose Avenue	Residential	355.63	20.00	50.00	425.63
9434	Rose Avenue	Residential	296.93	20.00	50.00	366.93

Exhibit A to Resolution No. 23-3400
Report of Delinquent Civil Debts - March 2023

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
9720	Rose Avenue	Residential	326.29	20.00	50.00	396.29
9734	Rose Avenue	Residential	340.72	20.00	50.00	410.72
9866	Rose Avenue	Senior	266.87	20.00	50.00	336.87
9966	Rose Avenue	Residential	296.92	20.00	50.00	366.92
4683	Rosewood Street	Residential	297.04	20.00	50.00	367.04
5361	Rosewood Street	Residential	296.93	20.00	50.00	366.93
5401	Rosewood Street	Residential	250.16	20.00	50.00	320.16
11076	Roswell Avenue	Residential	328.06	20.00	50.00	398.06
11134	Roswell Avenue	Residential	204.60	20.00	50.00	274.60
4164	Rudisill Street	Residential	296.92	20.00	50.00	366.92
4245	Rudisill Street	Residential	296.86	20.00	50.00	366.86
4300	Rudisill Street	Residential	319.17	20.00	50.00	389.17
5452	Rudisill Street	Residential	446.69	20.00	50.00	516.69
4711	San Bernardino Street	Residential	296.93	20.00	50.00	366.93
4749	San Bernardino Street	Residential	296.92	20.00	50.00	366.92
4843	San Bernardino Street	Residential	295.16	20.00	50.00	365.16
4844	San Bernardino Street	Residential	326.28	20.00	50.00	396.28
5216	San Bernardino Street	Residential	296.87	20.00	50.00	366.87
5489	San Bernardino Street	Residential	252.82	20.00	50.00	322.82
5412	San Jose Street	Residential	319.78	20.00	50.00	389.78
5422	San Jose Street	Residential	326.28	20.00	50.00	396.28
5453	San Jose Street	Residential	264.52	20.00	50.00	334.52
4424	San Jose Street #05	Residential	296.91	20.00	50.00	366.91
4424	San Jose Street #18	Residential	409.74	20.00	50.00	479.74
4424	San Jose Street #20	Residential	415.38	20.00	50.00	485.38
4424	San Jose Street #24	Residential	415.38	20.00	50.00	485.38
4424	San Jose Street #27	Residential	296.93	20.00	50.00	366.93
4622	San Jose Street O	Residential	328.90	20.00	50.00	398.90
4622	San Jose Street R	Residential	361.24	20.00	50.00	431.24
4622	San Jose Street W	Residential	328.49	20.00	50.00	398.49
9820	Santa Anita Avenue	Residential	295.91	20.00	50.00	365.91
9831	Santa Anita Avenue	Residential	387.73	20.00	50.00	457.73
10016	Santa Anita Avenue	Residential	264.92	20.00	50.00	334.92
9844	Steamboat Drive	Residential	306.52	20.00	50.00	376.52
9514	Surrey Avenue	Residential	316.76	20.00	50.00	386.76
9617	Surrey Avenue	Residential	296.93	20.00	50.00	366.93
9793	Surrey Avenue	Residential	278.23	20.00	50.00	348.23
9563	Tudor Avenue	Residential	266.84	20.00	50.00	336.84
9773	Tudor Avenue	Residential	326.28	20.00	50.00	396.28
9806	Vernon Avenue	Senior	237.76	20.00	50.00	307.76
10027	Vernon Avenue	Residential	298.42	20.00	50.00	368.42
5174	Village Drive	Residential	282.67	20.00	50.00	352.67
4878	Yale Street	Residential	400.71	20.00	50.00	470.71
5405	Yale Street	Residential	298.65	20.00	50.00	368.65
			\$61,751.28	\$3,700.00	\$9,250.00	\$74,701.28

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON TUESDAY,
FEBRUARY 21, 2023, AT 6:29 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 6:29 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 February 6, 2023.

Moved by Council Member Ruh, seconded by Mayor Pro Tem Johnson, and carried unanimously to approve the minutes of the Personnel Committee meeting on February 6, 2023.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION


At 6:30 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 6:40 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Johnson stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 6:40 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 TUESDAY, FEBRUARY 21, 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

Montclair Police Chaplain and Pastor **Joe McTarsney, Calvary Montclair**, gave the invocation.

III. PLEDGE OF ALLEGIANCE

Council Member/Director Ruh 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; Executive Director of Public Safety/Police Chief Avels; Director of Public Works/City Engineer Heredia; City Attorney Robbins; City Clerk Myrick

Absent: Council Member Lopez (excused)

V. PRESENTATIONS

A. **Police Department Citizen Valor Award Presented to Vincent Duarte**

Executive Director of Public Safety/Police Chief Avels, presented a Citizen Valor Award Certificate and Badge to **Vincent Duarte** for his heroic actions that saved the life of a **Montclair High School** student.

Mayor Dutrey presented **Mr. Duarte** with a Certificate of Recognition on behalf of the City of Montclair.

Representatives from the offices of **U. S. Representative Norma Torres** and **California State Assemblymember Freddie Rodriguez** presented **Mr. Duarte** with Certificates of Recognition, and Mayor Pro Tem Johnson presented him with a Certificate of Recognition on behalf of **San Bernardino County Fourth District Supervisor Curt Hagman**.

VI. PUBLIC COMMENT

- **Ruby Long**, Field Representative for **San Bernardino County Fourth District Supervisor Curt Hagman**, announced the Supervisor's Office, in partnership with the City of Montclair, is hosting a free document shredding event at City Hall on Saturday, March 11, 2023, from 9:00 a.m. to noon. She also commended **Mr. Duarte** for his courage.
- **Nita L. Watson**, owner of **The Self Care Lab**, a local boxing club, proposed hosting a 5K run event in Montclair during Mental Health Awareness Month in May. She spoke on the importance of providing positive outlets for the children who reside in Montclair in order to benefit their mental health and mentioned safety concerns surrounding her business.

- **Gladstone Rennie**, representative of **Berkshire United**, introduced a program he is working on, *The Next Gen Apprenticeship Program*, which aims to bring positive opportunities to young men in the community. The intention of the program is to motivate youth to learn new skills in trades such as construction, and motivate those who participate to develop career goals.
- **Bill Kaufman** spoke in support of legalizing commercial cannabis activities in the City. He provided projections of the taxes he believed the City could earn through these commercial businesses.
- **Bruce Culp**, resident, thanked **Mr. Duarte** for his heroism and bravery in saving a fellow Montclair resident's life.
- **Edward Gomez**, resident, spoke on behalf of Home Owners' Associations within the City, and their concerns about people speeding on the streets at night. He would like these concerns addressed, potentially by adding street lights and additional police patrols for the area.
- **Chris Craig**, Field Representative for **Assemblymember Freddie Rodriguez**, invited the City Council and residents to an upcoming community swearing in ceremony occurring at their Chino District Office on Saturday, March 11, 2023, from 11:00 a.m. to 1:00 p.m.

VII. PUBLIC HEARINGS — None

VIII. CONSENT CALENDAR

City Manager Starr requested Item C-2 be approved with a revision to staff's recommendation.

ACTION - Consent Calendar	
ACTING:	City Council Successor Agency Board Montclair Housing Corporation Board Montclair Housing Authority Commissioners Montclair Community Foundation Board
MOTION:	Approve Item C-2 as amended by staff, and approve the remainder of the Consent Calendar as presented.
MADE BY: SECOND BY:	Council Member/Director Ruh Council Member/Director Martinez
AYES: NOES: ABSTAIN: ABSENT:	Martinez, Ruh, Johnson, Dutrey None None Lopez
RESULT:	Motion carried 4-0-1.

A. Approval of Minutes

1. Regular Joint Meeting — February 6, 2023

ACTION - Consent Calendar - Item A-1	
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 - January 2023

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 - January 2023

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 - January 2023

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 - January 2023

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 - January 2023

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 - January 2023

ACTION - Consent Calendar - Item B-7	
ACTING:	Montclair Housing Authority Commissioners

ACTION - Consent Calendar - Item B-7	
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

8. Consider Approval of MHA Warrant Register - January 2023

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 Approval of the Filing of a Notice of Completion with the San Bernardino County Recorder for the CDBG Target Area Alley Improvement Project Constructed By Gentry Brothers, Inc.

Consider Authorizing the Release of Retention of the Payment Bond 30 Days After Recordation of the Notice of Completion

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

10. Consider Authorizing Replacement of the Evaporative Cooler Section of the Police Department Shooting Range Ventilation System

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

11. Consider Authorizing a \$1600 Appropriation from the Federal Asset Forfeiture Fund to Purchase Badges for Non-Sworn Police Department Personnel

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

12. Consider Approval of the Purchase of Replacement Equipment for the Recreation Center Weight Room from Complete Gym Solutions

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. 23-06, 23-07, and 23-08 with Montclair Little League and Golden Girls Softball League for Use of Ball Field Facilities, Subject to Any Revisions Deemed Necessary by the City Attorney**

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

- 2. Consider Award of Contract to Pub Construction, Inc., in the Amount of \$5,461,739.03 for Construction of the Reeder Ranch Park Project**

Consider Approval of Agreement No. 23-11 with PUB Construction, Inc., for Construction of the Reeder Ranch Park Project, Subject to Any Revisions Deemed Necessary by the City Attorney

Consider Authorizing an Additional \$900,000 Appropriation from 2021 Lease Revenue Bond Funds for Construction of the Reeder Ranch Park

Consider Authorizing of a \$575,260.97 Construction Contingency for Construction of the Reeder Ranch Park Project

City Manager Starr indicated a revised agenda report was distributed in relation to this item with revisions to the recommendation.

ACTION - Consent Calendar - Item C-2	
ACTING:	City Council
MOTION:	Approve with revisions to recommendation as follows: <ol style="list-style-type: none"> 1. Authorize an additional \$900,000 \$1,417,243 appropriation from 2021 Lease Revenue Bond funds for construction of the Project; and 2. Authorize a \$575,260.97 \$546,174 Construction Contingency for construction of the Reeder Ranch Park Project.
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

- 3. Consider Approval of Agreement No. 23-12 with Action Target, Inc., for the Purchase of an Upgraded Target System in the Police Department Firearms Shooting Range, Subject to Any Revisions Deemed Necessary by the City Attorney**

Consider Authorizing a \$90,800 Appropriation from the Federal Asset Forfeiture Fund to Purchase the Upgraded Target System from Action Target, Inc.

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. 23-13 Amending Agreement No. 20-41 with San Bernardino County Transportation Authority for Phase II of the Montclair Metrolink Transcenter Accessibility Improvement Project, Subject to Any Revisions Deemed Necessary by the City Attorney

Mayor Pro Tem Johnson received clarification regarding the change to the project involving the removal of restrooms from the Pacific Electric Trail.

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

5. Consider Approval of Agreement No. 23-14 with the City of Ontario for the Purchase of Unused Recycled Water Base Entitlement

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

ACTION - Consent Calendar - Item C-5	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

D. Resolutions — None

IX. PULLED CONSENT CALENDAR ITEMS — None

X. COUNCIL WORKSHOP

A. Fiscal Year 2022-23 Midyear Budget Review

The City Council continued this presentation to an adjourned meeting on Wednesday, February 22, 2023, at 6:00 p.m. in the City Council Chambers.

XI. COMMUNICATIONS

A. Department Reports

1. Human Services Department — Upcoming Events & Programs

Director of Human Services Richter provided information on upcoming programs and events including the application period for the Veterans’ Memorial Wall, the Montclair After-School Program’s (MAP) Third Annual Art Show to be held in the Montclair Community Center on Thursday, March 2nd at 6:30 p.m., and a community meeting taking place on March 14th from 6:00 to 7:00 p.m. in the Senior Center for the Montclair Parks & Recreation Master Plan.

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 54956.8 Regarding Real Property Negotiations

Property: APN 1010-281-11-0000
Negotiating Parties: City of Montclair and Tessier D Living Trust
Agency Negotiator: Edward C. Starr, City Manager
Under Negotiations: Recommendations Regarding Purchase Price

2. **Closed Session Pursuant to Government Code Section 54956.8 Regarding Real Property Negotiations**

Property: APN 1009-273-25-0000
Negotiating Parties: City of Montclair and Andrea Monique Meneses
Agency Negotiator: Edward C. Starr, City Manager
Under Negotiations: Recommendations Regarding Purchase Price

C. **City Manager/Executive Director** — No comments

D. **Mayor/Chair**

1. Mayor Dutrey reported on the **Christian Development Center's** First Annual Black History Month Fair held earlier this month, which was also attended by **Congresswoman Torres**; commended Police Department personnel for their investigative work on the recent **Montclair Place** shooting incident; and stated he attended a tour hosted by the **Chino Basin Water Conservation District** where he learned the difference between the San Antonio creek and man-made channel.

E. **Council Members/Directors**

1. Council Member/Director Ruh recognized the Black History Month event held at the **Christian Development Center** where he gave a presentation on the Green Book used by African Americans in the 1950s and 1960s to aid them in finding lodging and restaurants that served African American patrons while traveling; and noted his attendance at the swearing-in ceremony for **Senator Susan Rubio**.
2. Mayor Pro Tem/Vice Chair Johnson recognized the City's efforts in making the Black History Month event held at the **Christian Development Center** a success and thanked Council Member Ruh for his Green Book presentation at the event.

F. **Committee Meeting Minutes**

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

1. Personnel Committee - February 6, 2023

XII. CLOSED SESSION

At 7:50 p.m., the City Council went into closed session to discuss real property negotiations.

XIII. CLOSED SESSION ANNOUNCEMENTS

At 8:04 p.m., the City Council returned from closed session. Mayor Dutrey announced that the City Council met in closed session to discuss real property negotiations; information was received on both properties and direction was given to staff in relation to APN 1009-273-25-0000; and no further announcements would be made at this time.

XIV. ADJOURNMENT

At 8:05 p.m., the Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board were adjourned, and the City Council was adjourned to Wednesday, February 22, 2023 at 6:00 p.m. in the City Council Chambers for the Midyear Budget Review.

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



Andrea Myrick,
City Clerk

**MINUTES OF THE ADJOURNED MEETING OF THE MONTCLAIR
CITY COUNCIL HELD ON WEDNESDAY, FEBRUARY 22, 2023, AT
6:00 P.M. IN THE CITY COUNCIL CHAMBERS, 5111 BENITO
STREET, MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Dutrey called the meeting to order at 6:00 p.m.

II. ROLL CALL

Present: Mayor Dutrey; Mayor Pro Tem Johnson; Council Members Ruh and Martinez

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

Absent: Council Member Lopez (excused)

III. COUNCIL WORKSHOP

A. Fiscal Year 2022-23 Midyear Budget Review

1. Consider Review of the City's Fiscal Operations and Approval of Proposed Changes to the Fiscal Year 2022-23 Budget

Director of Finance Kulbeck reported the status of the City's financial operations at midyear, discussing specific changes to the City's Estimated Revenue and Appropriations Budgets; reviewing the City Manager's recommended changes to the City's General Operating Fund expenditures; and providing the status of Lease Revenue Bond project expenditures, in conjunction with the showing of a PowerPoint presentation.

Staff fielded questions from the City Council related to overtime budgets, staffing levels, and funding to complete Lease Revenue Bond projects.

Bruce Culp, resident, commended the City Council and staff for its work on the budget and operating within the City's means and questioned the excessive City Attorney budget expenditures.

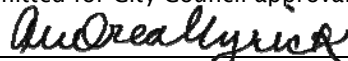
ACTION - Council Workshop - Item A	
ACTING:	City Council
MOTION:	Consider the City's Midyear Budget Review documents and approve proposed changes to both revenues and appropriations for the Fiscal Year 2022-23 Budget.
MADE BY: SECOND BY:	Mayor Pro Tem Johnson Council Member Ruh
AYES: NOES: ABSTAIN: ABSENT:	Martinez, Ruh, Johnson, Dutrey None None Lopez
RESULT:	Motion carried 4-0-1.

IV. PUBLIC COMMENT — None

V. ADJOURNMENT

At 6:32 p.m., the City Council was adjourned.

Submitted for City Council approval,



Andrea M. Myrick
City Clerk