

CITY OF MONTCLAIR

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

AGENDA

Monday, August 21, 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, August 21, 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

Please be advised that those participating via Zoom do so at their own risk. The meeting will not be suspended or cancelled if any technical issues occur during the meeting.

*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

- A. Certificate of Recognition Presented to Jorge Grajeda for Courageous Actions

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

- A. Consider Adoption of Resolution No. 23-3404 Declaring the City’s Intent to Become Subject to the Uniform Public Construction Cost Accounting Act [CC]

First Reading — Consider Ordinance No. 23-1004 Amending Section 3.08.010 of the Montclair Municipal Code to Provide Informal Bidding Procedures Under the Uniform Public Construction Cost Accounting Act [CC]

Consider Setting a Public Hearing for Second Reading and to Consider Adoption of Ordinance No. 23-1004 on Monday, September 18, 2023, at 7:00 P.M. in the City Council Chambers [CC]

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VIII. CONSENT CALENDAR

- A. Approval of Minutes

- 1. Regular Joint Meeting — August 7, 2023 [CC/SA/MHC/MHA/MCF] 110

- B. Administrative Reports

- 1. Consider Receiving and Filing of Treasurer’s Report [CC] 11
- 2. Consider Approval of Warrant Registers & Payroll Documentation [CC] 12
- 3. Consider Receiving and Filing of Treasurer’s Report [SA] 13
- 4. Consider Approval of Warrant Register [SA] 14
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- 6. Consider Approval of Warrant Register [MHC] 16
- 7. Consider Receiving and Filing of Treasurer’s Report [MHA] 17
- 8. Consider Approval of Warrant Register [MHA] 18
- 9. Consider Authorizing a \$33,812.14 Allocation from the General Fund for the Purchase of a 2023 Nissan Rogue from Metro Nissan Montclair for Use by the Human Services Department [CC] 19
- 10. Consider Approval of a Policy for Use of City-Owned and Controlled Electronic Message Boards [CC] 20

- C. Agreements

- 1. Consider Approval of Agreement Nos. 23-61, 23-62, and 23-63 with Montclair Little League and Golden Girls Softball League for Use of Ball Field Facilities [CC] 25
- 2. Consider Approval of Agreement No. 23-67 with Epic Land Solutions to Provide Right-of-Way Consulting Services on an As-Need Basis, Subject to Any Revisions Deemed Necessary by the City Attorney [CC] 47

- D. Resolutions

- 1. Consider Adoption of Resolution No. 23-3418 Authorizing the Submission of an Application for Grant Funds for the Community Resilience Centers Program from the Strategic Growth Council and Authorizing the Execution of Application-Related Documents by the City Manager or Their Designee [CC] 94

IX. PULLED CONSENT CALENDAR ITEMS

X. BUSINESS ITEMS

- A. Consider Providing Direction to Staff Related to a Request by the Jewish Federation of the Greater San Gabriel and Pomona Valleys for the City Council to Adopt a Resolution Denouncing Antisemitism and All Forms of Hatred [CC]

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XI. COUNCIL WORKSHOP

- A. North Montclair Street Improvement Master Plan Presentation
(The City Council may consider continuing this item to an adjourned meeting on Monday, September 18, 2023, at 5:45 p.m. in the City Council Chambers)

XII. COMMUNICATIONS

- A. Department Reports — None
- B. City Attorney
 - 1. Request for City Council to Meet in Closed Session Pursuant to Government Code Section 54957.6 Regarding Conference with Designated Labor Negotiator Edward C. Starr [CC]
 - Agency: City of Montclair*
 - Employee Management*
 - Associations: Montclair City Confidential Employees Association*
 - Montclair General Employees Association*
 - Montclair Fire Fighters Association*
 - Montclair Police Officers Association*
- C. City Manager/Executive Director
- D. Mayor/Chairperson
 - 2. Notice of Cancellation of September 5, 2023 Regular Joint Meeting [CC/SA/MHC/MHA/MCF]
- E. Council Members/Directors
- F. Committee Meeting Minutes *(for informational purposes only)*
 - 1. Personnel Committee Meeting — August 7, 2023 [CC]

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XIII. CLOSED SESSION

XIV. CLOSED SESSION ANNOUNCEMENTS

XV. ADJOURNMENT

The regular joint meeting of the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board scheduled for Tuesday, September 5, 2023, has been cancelled due to a lack of pressing business. The next regular joint meeting will be held on Monday, September 18, 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 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, August 17, 2023.



CITY COUNCIL AGENDA REPORT

DATE: AUGUST 21, 2023 **FILE I.D.:** PUB600
SECTION: PUBLIC HEARINGS **DEPT.:** PUBLIC WORKS
ITEM NO.: A **PREPARER:** M. HEREDIA
SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 23-3404 DECLARING THE CITY'S INTENT TO BECOME SUBJECT TO THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

FIRST READING — CONSIDER ORDINANCE NO. 23-1004 AMENDING SECTION 3.08.010 OF THE MONTCLAIR MUNICIPAL CODE TO PROVIDE INFORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

CONSIDER SETTING A PUBLIC HEARING FOR SECOND READING AND TO CONSIDER ADOPTION OF ORDINANCE NO. 23-1004 ON MONDAY, SEPTEMBER 18, 2023, AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS

REASON FOR CONSIDERATION: The City Council is requested to consider adopting Resolution No. 23-3404 declaring the City's intent to become subject to the California Uniform Public Construction Cost Accounting Act (Act) to expedite and streamline the procurement process for certain Public Works contracts.

BACKGROUND: The California Uniform Public Construction Cost Accounting Act (Act) became law in 1983 and is set forth in the California Public Contract Code, Sections 22000 through 22045. The Act allows local agencies to use alternative bidding procedures when they hire contractors to perform public works projects. In 2007, the California legislature passed Assembly Bill 1047, an "awareness campaign" to help public agencies understand the availability and benefits of the Act.

Specifically, under the Act:

- Projects of \$60,000 or less may be performed by the agency's own workforce, negotiated contract, or purchase order;
- Projects of \$200,000 or less may use informal bidding procedures; and
- Public projects of more than \$200,000 shall follow formal bidding procedures.

Many participating agencies appreciate the program because it has given them more leeway in the execution of public works projects under a specific dollar amount; sped up the award process; expedited project delivery; reduced the time, effort, and expense associated with bidding projects under \$200,000; and simplified administration of those projects.

Currently, any public works project over \$5,000 must be formally bid. The Notice Inviting Bids must be published for ten days before the bids can be opened, then another two to three weeks is required to evaluate the proposals and recommend them to City Council for approval. This alternative bidding procedure can speed up the contract award process, improve the timeliness of project completion, eliminate paperwork, and simplify administration.

The Act calls for compiling an informal Bidders List by advertising yearly in the main trade journals (providing a broader competitive database) and having contractors sign up on the City's vendor database for their specified trades. This requirement is met through PlanetBids, whereby contractors sign up to obtain Notices Inviting Bids. This compilation of contractors becomes the main list for all the notices of bids for public works projects greater than \$60,000 and less than \$200,000, as described in the Act.

The Act allows the designated official (City Manager) to immediately award those public works or maintenance contracts less than \$60,000; and to award those over \$60,000 and under \$200,000 based on uniform evaluation criteria reducing time, expense, and potential protests. The Act also allows staff to procure maintenance services or commodities in the same manner as a public works project.

The State of California encourages government agencies to adopt the Act. To date, 272 cities, 44 counties, 65 community college districts, and 654 school districts have adopted the Act, including the County of San Bernardino and the cities of Corona, Moreno Valley, Fontana, and Redlands.

After adopting the Uniform Public Construction Cost Accounting Act by resolution, participants enjoy a streamlined awards process and reduced advertising to reporting paperwork. Participating agencies may opt out at any time.

FISCAL IMPACT: Adoption and implementation of these alternative bidding procedures should provide cost savings to the City, as well as staff time savings. It would also lower the risk of losing funds for grant-funded projects not completed by the grant's deadline.

RECOMMENDATION: Staff recommends that the City Council take the following action:

1. Adopt Resolution No. 23-3404 declaring the City's intent to become subject to the Uniform Public Construction Cost Accounting Act;
2. Introduce and conduct the first reading of Ordinance No. 23-1004 amending Section 3.08.010 of the Montclair Municipal Code to provide informal bidding procedures under the Uniform Public Construction Cost Accounting Act; and
3. Set a public hearing for second reading and to consider adoption of Ordinance No. 23-1004 on Monday, September 18, 2023, at 7:00 p.m. in the City Council Chambers.

RESOLUTION NO. 23-3404

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR DECLARING THE CITY'S INTENT TO BECOME SUBJECT TO THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

WHEREAS, pursuant to Public Contract Code §20160, et seq., general law cities in California must competitively bid all public projects in excess of \$5,000 in accordance with state-mandated formal bidding procedures.

WHEREAS, in 1983, the California Legislature adopted the Uniform Public Contract Cost Accounting Act (commencing with Public Contract Code § 22000) to provide for a uniform cost accounting standard for construction work performed or contracted by local agencies and further providing an alternative method for bidding and awarding contracts for public projects.

WHEREAS, Public Contract Code § 22030 provides that any city that desires to utilize the alternative procedures for bidding and contracting for public projects must elect, by resolution, to become subject to the uniform construction cost accounting procedures set forth in the Act and must specify that it will meet the requirements prescribed in the California Uniform Construction Cost Accounting Commission's *Cost Accounting Policies and Procedures Manual*, and must notify the State Controller of its election.

WHEREAS, the City desires to become subject to the uniform construction cost accounting procedures set forth in Public Contract Code §§ 22000, et seq.

WHEREAS, Public Contract Code § 22034 requires each public agency that elects to become subject to the uniform construction cost accounting procedures to enact an informal bidding ordinance that complies with the requirements set forth in Public Contract Code § 22034.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby find, determine, and order as follows:

SECTION 1. The above recials are true and correct and are a substantive part of this Reolution and findings of the City Council.

SECTION 2. The City Council of the City of Montclair elects under Public Contract Code § 22030 to become subject to the uniform public construction cost accounting procedures set forth in Public Contract Code §§ 22000, et seq. and to the Commission's policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended. The City will implement the accounting and bidding procedures effective October 18, 2023.

SECTION 3. The City Clerk is directed to inform the California State Controller forthwith of the City's election to become subject to the Uniform Public Construction Cost Accounting Act.

SECTION 4. If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

SECTION 5. This Resolution will become effective immediately upon adoption.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this XX day of XX, 20XX.

Mayor

ATTEST:

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 23-3404 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, 20XX, and that it was adopted by the following vote, to-wit:

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

Andrea M. Myrick
City Clerk

ORDINANCE NO. 23-1004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING SECTION 3.08.010 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO INFORMAL BIDDING PROCEDURES FOR CERTAIN PUBLIC WORKS CONTRACTS PURSUANT TO THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

WHEREAS, by Resolution 23-3404, adopted on August 21, 2023, the City elected to become subject to the California Uniform Public Construction Cost Accounting Act; and

WHEREAS, in order to take advantage of the informal bidding procedures set forth in the Act, Public Contract Code ("PCC") Section 22034 requires that the City adopt an ordinance establishing informal bidding procedures for public projects; and

WHEREAS, PCC 22034 sets forth the requirements of said informal bidding ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

Section I. Section 3.08.010 of Chapter 3.08 (Purchasing) of the Montclair Municipal Code is hereby amended by adding the following subsection (D):

D. Uniform construction cost accounting procedures. The City has elected to become subject to the uniform construction cost accounting procedures promulgated by the State Controller pursuant to the California Uniform Public Construction Cost Accounting Act (Public Contract Code Section 22000 et seq.). The purpose of this section is to set forth the requirements for contracting for small public projects in accordance with the California Uniform Public Construction Cost Accounting Act and state law.

Definitions. The following words, terms and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

1. "Act" means the California Uniform Public Construction Cost Accounting Act, Public Contract Code section 22000 et seq.
2. "Facility" has the meaning set forth in Public Contract Code section 22002.
3. "Maintenance work" has the meaning set forth in Public Contract Code section 22002.
4. "Public Contract Code" means the Public Contract Code of the State of California.
5. "Public project" has the meaning set forth in Public Contract Code Section 22002.

Adoption of plans, specifications, and working details. The City Council delegates to the Public Works Director and/or City Engineer the authority to approve and adopt the plans, specifications, and working details for all public projects and maintenance work, including public projects exceeding the amount specified in Public Contract Code section 22032(c).

Small project procurement procedures. Public projects and maintenance work in the amount set forth in Public Contract Code Section 22032(a), as amended from time to time, or less may be performed by employees of the city by force account, by negotiated contract, or by purchase order without competitive bidding. The City Manager is authorized to approve and execute contracts or purchase orders issued pursuant to this section, provided that the expenditure is within the approved budget.

Informal bidding procedures. Public projects and maintenance work in the amount set forth in Section 22032(b) of the Public Contract Code, as amended from time to time, or less may be let to contract by informal procedures as set forth in the Act, including the following procedures:

1. Contractors list. The City shall comply with the requirements of Public Contract Code Section 22034 regarding maintaining a list of qualified contractors identified according to categories of work.
2. Notice inviting informal bids — circulation. Where a public project or maintenance work is to be performed which is subject to the provisions of this Section, a notice inviting informal bids shall be circulated using one or both of the following alternatives:
 - a. Notices inviting informal bids may be mailed or emailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with subsection (a) above.
 - b. Notices inviting informal bids may be mailed or emailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the Public Works Director or designee.
3. Notice inviting informal bids — proprietary products and services. Notwithstanding the foregoing requirements, if the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.
4. Notice inviting informal bids — mailing. All mailing of notices to contractors and Construction trade journals pursuant to this section shall be completed at least ten (10) calendar days before bids are due.
5. Notice inviting informal bids — contents. The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.
6. Rejection of bids; bid irregularities. The City Manager may, in his/her sole discretion, reject any or all bids presented and waive any minor irregularity or informality in such bids.
7. Award of contract. The City Manager is authorized to award and execute contracts informally bid in accordance with this section, provided that the expenditure is within the approved budget and the contract is in a form approved by the city attorney. Such contracts shall be awarded to the lowest responsible bidder.
8. Tie bids; no bids received. If two or more bids are the same and the lowest, the City Manager may accept the one he/she chooses. If no bids are received through the informal procedures set forth in this section, the project may be performed by city employees, by force account or negotiated contract without further complying with this section.
9. Bids over informal bidding limit. If all bids received are in excess of the amount set forth in Public Contract Code section 22034 (d), as amended from time to time, the City Council may, by adoption of a resolution by a four-fifths (4/5) vote, award the contract, at the amount specified in Public Contract Code section 22034(d), as amended from time to time, or less, to the lowest responsible bidder, if it determines the cost estimate of the city was reasonable.
10. Acceptance of work. Upon the completion of work pursuant to a contract awarded pursuant to this section, the City Manager may accept the work and may authorize the filing of the notice of completion, the release of funds retained upon such filing, and the release of any bonds upon the conclusion of their respective warranty periods.
11. Performance bonds. The city may require a performance bond before entering a contract awarded pursuant to this section in such amount as the public services director or his/her designee finds reasonably necessary to protect the best interests of the city. If the city requires a performance

bond, the form and amount of the bond shall be described in the notice inviting bids.

Section II. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section III. The City Clerk shall certify to the passage of this Ordinance and cause the same to be posted pursuant to Government Code Section 36933.

APPROVED AND ADOPTED this XX day of XX, 20XX.

Mayor

ATTEST:

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 23-1004 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 20XX, and finally passed not less than five (5) days thereafter on the XX day of XX, 20XX, by the following vote, to-wit:

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

Andrea M. Myrick,
City Clerk



CITY COUNCIL AGENDA REPORT

DATE:	AUGUST 21, 2023	FILE I.D.:	FIN520
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	FINANCE
ITEM NO.:	1	PREPARER:	J. KULBECK
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending July 31, 2023.

BACKGROUND: Included in the City Council's agenda packet is a copy of the Treasurer's Report for the period ending July 31, 2023.

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

RECOMMENDATION: Staff recommends the City Council receive and file the Treasurer's Report for the month ending July 31, 2023.



CITY COUNCIL AGENDA REPORT

DATE:	AUGUST 21, 2023	FILE I.D.:	FIN540
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	FINANCE
ITEM NO.:	2	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 August 21, 2023, and the Payroll Documentation dated July 16, 2023, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated August 21, 2023, totals \$2,431,427.44.

The Payroll Documentation dated July 16, 2023 totals \$826,282.55 gross, with \$577,137.30 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:	AUGUST 21, 2023	FILE I.D.:	FIN510
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	SA
ITEM NO.:	3	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: The City Council acting as Successor to the Redevelopment Agency Board of Directors (Successor Agency Board) is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending July 31, 2023, pursuant to state law.

BACKGROUND: Included in the Successor Agency Board's agenda packet is a copy of the Successor to the Redevelopment Agency Treasurer's Report for the period ending July 31, 2023.

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

RECOMMENDATION: Staff recommends the Successor Agency Board receive and file the Successor to the Redevelopment Agency Treasurer's Report for the month ending July 31, 2023.



CITY COUNCIL AGENDA REPORT

DATE:	AUGUST 21, 2023	FILE I.D.:	FIN530
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	SA
ITEM NO.:	4	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER		

REASON FOR CONSIDERATION: The City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Warrant Register for the month ending July 31, 2023, pursuant to state law.

BACKGROUND: Vice Chair Johnson has examined the Successor to the Redevelopment Agency Warrant Register dated 07.01.23-07.31.23 in the amounts of \$5,931.65 for the Combined Operating Fund and \$0.00 for the Redevelopment Obligation Retirement Funds, and finds it to be in order.

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

RECOMMENDATION: Vice Chair Johnson recommends the City Council as Successor to the Redevelopment Agency Board of Directors approve the Successor to the Redevelopment Agency Warrant Register for the period ending July 31, 2023.



CITY COUNCIL AGENDA REPORT

DATE:	AUGUST 21, 2023	FILE I.D.:	FIN525
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MHC
ITEM NO.:	5	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to receive and file the Montclair Housing Corporation Treasurer's Report for the month ending July 31, 2023, pursuant to state law.

BACKGROUND: Included in the Montclair Housing Corporation Board agenda packet is a copy of the Treasurer's Report for the period ending July 31, 2023.

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

RECOMMENDATION: Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending July 31, 2023.



CITY COUNCIL AGENDA REPORT

DATE:	AUGUST 21, 2023	FILE I.D.:	FIN545
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MHC
ITEM NO.:	6	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER		

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending July 31, 2023, pursuant to state law.

BACKGROUND: Vice Chair Johnson has examined the Warrant Register dated 07.01.23-07.31.23 in the amount of \$67,641.59 for the Montclair Housing Corporation and finds it to be in order.

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

RECOMMENDATION: Vice Chair Johnson recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending July 31, 2023.



CITY COUNCIL AGENDA REPORT

DATE:	AUGUST 21, 2023	FILE I.D.:	FIN525
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MHA
ITEM NO.:	7	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: The Montclair Housing Authority Commission is requested to receive and file the Montclair Housing Authority Treasurer's Report for the month ending July 31, 2023, pursuant to state law.

BACKGROUND: Included in the Montclair Housing Authority Commission's agenda packet is a copy of the Treasurer's Report for the period ending July 31, 2023.

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

RECOMMENDATION: Staff recommends the Montclair Housing Authority Commission receive and file the Treasurer's Report for the month ending July 31, 2023.



CITY COUNCIL AGENDA REPORT

DATE:	AUGUST 21, 2023	FILE I.D.:	FIN545
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MHA
ITEM NO.:	8	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER		

REASON FOR CONSIDERATION: The Montclair Housing Authority Commission is requested to consider receiving and filing the Warrant Register for the month ending July 31, 2023, pursuant to state law.

BACKGROUND: Vice Chair Johnson has examined the Warrant Register dated 07.01.23-07.31.23 in the amount of \$0.00 for the Montclair Housing Authority and finds it to be in order.

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

RECOMMENDATION: Vice Chair Johnson recommends the Montclair Housing Authority Commission approve the Warrant Register for the period ending July 31, 2023.



CITY COUNCIL AGENDA REPORT

DATE: AUGUST 21, 2023 **FILE I.D.:** VEH450
SECTION: CONSENT - ADMIN. REPORTS **DEPT.:** HUMAN SVCS.
ITEM NO.: 9 **PREPARER:** A. COLUNGA
SUBJECT: CONSIDER AUTHORIZING A \$33,812.14 ALLOCATION FROM THE GENERAL FUND FOR THE PURCHASE OF A 2023 NISSAN ROGUE FROM METRO NISSAN MONTCLAIR FOR USE BY THE HUMAN SERVICES DEPARTMENT

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing a \$33,812.14 allocation from the General Fund for the purchase of a 2023 Nissan Rouge for use by the Human Services Department.

BACKGROUND: In accordance with City policy, staff obtained three quotes from different dealerships as noted below.

The lowest quote obtained for a 2023 Nissan Rouge was from Metro Nissan of Montclair, which is the recommended vendor for this purchase. Total expenditure for the 2023 Nissan Rouge is \$33,812.14 as detailed below:

Bid Quotations for 2023 Nissan Rogue	
Vendor	Quote
Empire Nissan Ontario	\$36,390.00
Fontana Nissan	\$35,145.04
Metro Nissan Montclair	\$33,812.14

FISCAL IMPACT: If authorized by the City Council, funding for the purchase of one 2023 Nissan Rouge would result in an expenditure of \$33,812.14 payable from the General Fund.

RECOMMENDATION: Staff recommends the City Council authorize a \$33,812.14 allocation from the General Fund for the purchase of a 2023 Nissan Rouge from Metro Nissan Montclair for use by the Human Services Department.



CITY COUNCIL AGENDA REPORT

DATE:	AUGUST 21, 2023	FILE I.D.:	SIG180
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	ECONOMIC DEV.
ITEM NO.:	10	PREPARER:	M. FUENTES
SUBJECT:	CONSIDER APPROVAL OF A POLICY FOR USE OF CITY-OWNED AND CONTROLLED ELECTRONIC MESSAGE BOARDS		

REASON FOR CONSIDERATION: The City of Montclair currently lacks policies and procedures for use of the City of Montclair’s electronic message boards, both internally and by outside agencies and groups. Staff is recommending that the City Council approve a formal policy for use of the City of Montclair’s electronic message boards.

A copy of proposed *City of Montclair Electronic Message Board — Policies and Procedures* is attached for City Council review and consideration.

BACKGROUND: The City of Montclair is committed to providing its residents, businesses, and visitors with accurate and appropriate information by including digital signage campaigns designed to promote and enhance the communication strategies of the City of Montclair in disseminating information about events, meetings, and public messages by means of electronic message boards.

The development of formal policies and procedures is intended to enable a process that can be applied in a fair, objective, and consistent manner, and determine which outside agencies and groups can use City-owned and controlled electronic message boards.

It should be noted that over the past year, staff has been contacted by various groups requesting use of the City of Montclair’s electronic message boards to promote private events, registrations for sports leagues, businesses openings, and concerts.

City of Montclair Electronic Message Board — Policies and Procedures

The intent of this proposed policy is to create clear parameters and procedures for use of the City of Montclair’s electronic message boards, and to address staff’s concerns related to requests from the public for use of these electronic message boards for private, political, and/or personal gain.

Staff is proposing that the City of Montclair’s electronic message boards be reserved for use by the following:

- (1) The City of Montclair;
- (2) Other governmental agencies that have a local impact or significance, such as the State of California, the County of San Bernardino, South Coast Air Quality Management District, San Bernardino County Transportation Authority, and CALTRANS;
- (3) Public agency partners of the City of Montclair, such as Monte Vista Water District and Ontario–Montclair School District;

- (4) Non-profit organizations located or operated in the City of Montclair that are partners/sponsors of City of Montclair programs and events, such as the Inland Valley Humane Society and the Chamber of Commerce;
- (5) City of Montclair recognition for special achievements to promote community pride, such as congratulating local sports teams for championships wins and honoring local residents.

In addition, staff is proposing the priority of messages to be displayed on City of Montclair electronic message boards as follows:

1. Emergency messages — in the event of an emergency, the City of Montclair shall prioritize emergency messaging on all electronic message boards;
2. Messages from the City of Montclair;
3. Messages from other government agencies that have a local impact or significance;
4. Messages promoting community events or programs hosted and/or sponsored by public agency partners or non-profit organizations located or operated within the City of Montclair, as long as the City of Montclair is a co-sponsor of the community event or program; and
5. Messages from the City of Montclair recognizing special achievements to promote community pride.

The proposed policy would further establish criteria for Appearance, Use, and Functionality of Municipal Digital Signage, and Prohibited Content.

FISCAL IMPACT: Approval of proposed *City of Montclair Electronic Message Board - Policies and Procedures* would have no fiscal impact to the City of Montclair.

RECOMMENDATION: Staff recommends the City Council approve a policy for use of City-owned and controlled electronic message boards.

CITY OF MONTCLAIR ELECTRONIC MESSAGE BOARD POLICY

POLICY STATEMENT

The City of Montclair is committed to providing its residents, businesses, and visitors with accurate and appropriate information by including digital signage campaigns designed to promote and enhance the communication strategies of the City of Montclair in disseminating information about events, meetings, programs, and public service announcements.

PURPOSE

- This policy facilitates effective communication for important community messaging;
- This policy ensures open, honest, and clear channels of communication in the use of electronic message boards owned and/or controlled by the City of Montclair;
- This policy address issues related to appropriate use of City of Montclair staff time and resources;
- This policy provides direction for the appropriate use of electronic message boards in the City of Montclair; and
- This policy defines what entities are eligible to utilize the City of Montclair’s electronic message boards.

SCOPE

This policy applies to all digital communication utilizing the City of Montclair’s two (2) electronic message boards located at 5111 Benito Street, Montclair, CA 91763, and 9399 Autoplex Street, Montclair, CA 91763.

GENERAL CONDITIONS

Montclair’s electronic message boards convey information to the public as a representation of the City of Montclair and shall be used for governance, community events, direct messaging to the community, and recognition of individuals/holidays/special achievements/events.

The intent of this policy is to create clear policies and procedures for use of the City of Montclair’s electronic message board and to address staff’s concerns related to requests from the public for use of these electronic message boards for personal, political, or private gain.

As such, the usage of the City of Montclair’s electronic message boards shall be reserved for use by the following:

- (1) The City of Montclair;

CITY OF MONTCLAIR — ELECTRONIC MESSAGE BOARD POLICY

- (2) Other **Governmental Agencies** that have a local impact or significance, such as the State of California, South Coast Air Quality Management District, San Bernardino County Transportation Authority, and CALTRANS;
- (3) **Public Agency Partners** of the City of Montclair, such as Monte Vista Water District and Ontario-Montclair School District,
- (4) **Affiliated Non-Profit Organizations** located or operated in the City of Montclair that are partners/sponsors of City of Montclair programs and events, such as the Inland Valley Humane Society and the Chamber of Commerce.

By allowing only governmental agencies, public agency partners, and affiliated non-profit organizations as defined above to use the City's electronic message boards, the City of Montclair aims to maintain relevance and authenticity in the information displayed to the community. In addition, the electronic message boards shall be operated in a manner that positively represents the City of Montclair.

Appearance, Use, and Functionality of City of Montclair Electronic Message Boards

- Each message will be reviewed by the Director of Economic Development Agency or designee for conformance with eligibility and content guidelines.
- Messages may be edited for clarity and conformity to the requirements of the medium.
- Appearance of messages is subject to constraints of priorities, as well as electronic and mechanical limitations.
- The City has the right to ensure that messages presented on the digital signage will be consistent with the City's branding and messaging to reinforce the City's identity.

Prohibited Content

- Commercial messages including solicitation of funds and promoting the sale of products.
- Unauthorized use of copyrighted information, images, or trademarks.
- Any message that is illegal, sexually explicit, offensive, obscene, or violates any of the City of Montclair's anti-discrimination/harassment policies.
- Advertising or promoting businesses, fundraisers, or events that do not serve a cultural, social, or educational purpose or promote the general health and welfare of the community.
- Political messages such as those related to supporting or opposing political candidates, ballot measures, or political platforms, with the exception of official election notices and other relevant information.
- Personal messages.

CITY OF MONTCLAIR — ELECTRONIC MESSAGE BOARD POLICY

Priority of Messages

1. Emergency messages — in the event of an emergency, the City of Montclair shall prioritize emergency messaging on all electronic message boards;
2. Messages from the City of Montclair;
3. Messages from other government agencies that have a local impact or significance;
4. Community events and messages hosted and/or sponsored by non-profit organizations located or operated within the City of Montclair and which the City of Montclair is a co-sponsor of the community event or is affiliated with the non-profit organization; and
5. Messages from the City of Montclair for recognition for special achievements to promote community pride, such as congratulating local sports teams for championships wins and honoring local residents.

SUBMITTING A REQUEST

Requests to utilize the City's electronic message boards will only be considered from governmental agencies with a local impact or significance, public partner agencies, and non-profit organizations associated with the City of Montclair. They must be submitted to the Director of Economic Development Agency or designee via electronic mail.

All requests must be submitted at least one (1) week prior to the requested posting date. Messages will be posted for a maximum of two (2) weeks, depending on availability and message expiration date, unless otherwise approved by the Director of Economic Development Agency or designee.

POLICY REVIEW

This policy will be reviewed every five (5) years unless otherwise deemed necessary by the City Council.



CITY COUNCIL AGENDA REPORT

DATE:	AUGUST 21, 2023	FILE I.D.:	HSV070/ATH215/ATH218
SECTION:	CONSENT - AGREEMENTS	DEPT.:	HUMAN SVCS.
ITEM NO.:	1	PREPARER:	F. SALTOS
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NOS. 23-61, 23-62, AND 23-63 WITH MONTCLAIR LITTLE LEAGUE AND GOLDEN GIRLS SOFTBALL LEAGUE FOR USE OF BALL FIELD FACILITIES		

REASON FOR CONSIDERATION: Montclair Little League and Golden Girls Softball League (the Leagues) have requested the use of City facilities for their winter sports activities.

Copies of Agreement Nos. 23-61, 23-62, and 23-63 are attached for City Council review and consideration.

BACKGROUND: Pursuant to Agreement Nos. 23-61 and 23-62, Montclair Little League is requesting the use of the two southern and two northern fields at Saratoga Park and the southern field at Kingsley Park on weekdays and Saturdays for baseball activities. Pursuant to Agreement No. 23-63, Golden Girls Softball League would use the two fields at Vernon Park for softball activities on weekdays and Saturdays. Sunday field use by all leagues is not permitted.

The Leagues have each requested the use of lights for activities that may be conducted after dark. The cost of electrical services associated with such lighting and alarm fees will be covered by the City. In addition, the City of Montclair will have Public Works custodians clean the restrooms. The Leagues are responsible to provide a deposit of \$300 as a cleaning fee if needed during the contract period.

FISCAL IMPACT: Approval of the proposed Agreements would result in a cost to the City of approximately \$8,600 total in lighting and alarm fees and \$6,200 in restroom cleaning fees through the Public Works Department, for a total of \$14,800 from September 1, 2023, through December 30, 2023. Maintenance costs for the fields are incorporated in the Fiscal Year 2023-24 Budget. The terms of proposed Agreement Nos. 23-61, 23-62, and 23-63 with Montclair Little League and Golden Girls Softball League are from September 1, 2023 through December 30, 2023.

RECOMMENDATION: Staff recommends that the City Council approve Agreement Nos. 23-61, 23-62, and 23-63 with Montclair Little League and Golden Girls Softball League for use of ball field facilities.

**AGREEMENT NO. 23-61
WITH MONTCLAIR LITTLE LEAGUE
FOR USE OF SARATOGA PARK**

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called "CITY," and Montclair Little League, hereinafter called "LEAGUE." This Agreement is contingent upon the LEAGUE fulfilling its prior contract's financial obligations and paying any and all outstanding invoices owed to the CITY. Use of any and all facilities listed herein may not be used until all fees have been paid.

WITNESSETH:

WHEREAS, CITY presently has baseball fields in Saratoga Park (two northern and two southern fields) generally located at the southwest corner of Vernon Avenue and Kingsley Street, Montclair, California, and

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for Little League baseball (including the Challenger Division for children with disabilities) conditioning at such times and hours set forth in Section 1(aa). The term of this Agreement is for September 1, 2023 through December 30, 2023.

SECTION 1: LEAGUE hereby agrees as follows:

- a. Provide CITY a list of all your participants and coaches. All must sign CITY approved waiver and submit to CITY liaison prior to participating.
- b. Not to use the premises for any other purpose, except as above indicated.
- c. Not to sublet the field.
- d. Not to make any improvements or alterations on said premises.
- e. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- f. Not to erect any barriers or fences of any kind unless approved by CITY.
- g. Not to use herbicides at the park for any purpose.
- h. Not to disconnect or make changes to existing phone line account.

- i. Not to allow hitting balls into the chain link fences for batting practice.
- j. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.
- k. To provide a special parking area for participants in the Challenger Division, at the times of their games, by cordoning off the southeast portion of the parking lot; to provide the equipment and personnel needed to set up the special parking area; to see that all equipment is removed and properly stored after each use; to provide personnel to monitor the cordoned off area during its use.
- l. CITY to maintain restroom facilities and CITY to furnish all supplies for each well- maintained restroom. LEAGUE to police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition deemed acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted cleaning agency will be hired by the CITY and the LEAGUE will be responsible for all fees related to the service.
- m. To maintain all equipment and appliances within the snack bar and snack bar building at all times. To clean all sinks, grills, screens, exhaust hoods, mop all floors and clean countertops and utensils after each day's use and leave the snack bar in a condition deemed acceptable to CITY. The snack bar area should not be used for storage of any materials not pertaining to food items used for snack bar operations.
- n. To ensure when a barbecue is used (a permit is required to be obtained by Department of Public Health), it is set up a minimum of ten feet away from any structure and LEAGUE must provide one fire extinguisher for each barbecue being used. All safety and health regulations set forth by the County of San Bernardino Department of Public Health must be followed. LEAGUE must also ensure that a drip pan be used and ensure barbecue has completely cooled down before returning to storage in any CITY structure.
- o. To deposit, with the CITY representative, the sum of Three Hundred Dollars (\$300) as a refundable cleaning deposit to ensure the proper care and cleanup of the snack bar, restrooms, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY-owned equipment have been properly cared for, maintained and cleaned. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or

freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.

- p. To conform to all safety and health regulations set forth by the County of San Bernardino Department of Public Health and register your snack bar as Pre-packaged. Maintain all CITY-installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- q. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- r. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at (909) 625-9429 and report vandalism immediately to the Public Works Department at (909) 625-9480. LEAGUE will not attempt to remove Graffiti or make repairs to building. LEAGUE shall furnish and supply personnel to conduct and supervise LEAGUE activities on the premises.
- s. If LEAGUE elects to use lights for activities conducted after dark, the CITY will provide electrical services associated with lights at no charge to the LEAGUE.
- t. To deposit, with the CITY representative, the sum of Five Hundred Dollars (\$500) as a security deposit, to ensure the proper and prompt payment of any incurred damages to facilities associated with the LEAGUE. In the event all potential damages are paid by the end of this Agreement term, the deposit will be refunded.
- u. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- v. To provide CITY with participant rosters, practice and game schedules. Also, sixty percent of league participants must live in Montclair and provide verification such as registration forms.
- w. To provide CITY with financial statements upon request for audit purposes.
- x. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- y. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which LEAGUE had knowledge.

- aa. It is agreed that LEAGUE may use said baseball fields from September 1, 2023 through December 30, 2023, Mondays through Fridays generally commencing at 4:00 p.m. and Saturdays, generally commencing at 8:00 a.m. No games or activities will be conducted past 9:45 p.m.
- bb. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and LEAGUE, comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence, and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.
- cc. INDEMNIFICATION: LEAGUE shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by LEAGUE of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the LEAGUE in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.
- dd. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- ee. To conduct all operations in compliance with the Americans with Disabilities Act.
- ff. LEAGUE shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for LEAGUE meetings.
- gg. LEAGUE may place banners up on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Banners are not allowed to stay up on Sundays. Banners must be no greater than 3 feet by 5 feet. Banners will be attached to outfield chain link fence using clip on rings.

Banner clearance from turf is a minimum of 2 inches. The City will determine if a banner is past its useful life due to sun fade, rips, graffiti, etc., and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said banner. The CITY has the right to remove and dispose of any banner that is not displayed following the above mentioned procedures.

- hh. LEAGUE may place shade cloth as necessary to dug outs on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Shade cloth is not allowed to stay up on Sundays. Shade cloth must be no greater than what may be required to provide adequate coverage over dug outs. Shade cloth will be attached to dug out structure using clip on rings. The City will determine if a shade cloth is past its useful life due to sun fade, rips, graffiti, etc. and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said shade cloth. The CITY has the right to remove and dispose of any shade cloth that is not displayed following the above mentioned procedures. If LEAGUE does not remove or replace shade cloth as requested by CITY within 24 hours, CITY may prohibit use of fields and snack bar facilities to LEAGUE until request has been met.
- ii. Locks are issued by the City to secure areas of the park and have access to those areas such as snack bar shutters for maintenance. If locks are needed to replace a lost or damaged lock contact the City immediately. The League at no time shall use personal locks to secure any area. If a personal lock is found the League will be notified and will have 24 hours to remove it. If not removed the City will remove it by any means necessary and the City will not be held responsible for the League's lock.

SECTION 2: CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. LEAGUE shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by LEAGUE. A Contact List containing the emergency telephone numbers is attached.
- e. To provide to LEAGUE, inventory list of equipment in snack bar and meeting areas; to provide inspection of those areas and equipment at the end of the agreement period.
- f. Upon approval of the Director of Human Services, LEAGUE's cleaning deposit shall rollover any unused monies into the next Agreement.
- g. To designate a CITY representative to work with LEAGUE on all non-maintenance issues relating to the use of CITY facilities.
- h. To provide alarm service at no charge to LEAGUE.

NOW, THEREFORE, if any terms of this Agreement are not complied with, the Agreement will become null and void and the LEAGUE will be refused use of CITY facilities. 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 LEAGUE at least ten (10) days prior written notice.

APPROVED AND ADOPTED this _____ day of _____, 2023.

LEAGUE:

CITY:

MONTCLAIR LITTLE LEAGUE

CITY OF MONTCLAIR

President

Javier John Dutrey
Mayor

Secretary

ATTEST:

Andrea M. Myrick
City Clerk

**CITY OF MONTCLAIR
CONTACT LIST FOR SPORTS LEAGUES
SEPTEMBER 2023**

Reason for Contact	Authority	Contact	Telephone Number
After-Hours/ Emergency	Montclair Police Department	Dispatch	(909) 621-4771 9-1-1 (Emergency)
Sports League Administration	City's Sports League Liaison	Fernando Saltos	(909) 625-9496
Building Maintenance	Pub. Works Facilities/Maint. Asst. Manager	Mathew Paradis	(909) 625-9443 Cell: (909) 721-1860
Grounds Maintenance	Public Works Operations Asst. Manager	Alex Cardona	(909) 625-9467 Cell: (909) 762-1372
Sports League Administration	Recreation Coordinator- Facility	Ramon Ramirez	(909) 625-9481
Vandalism	Public Works Department		(909) 625-9480
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429

**AGREEMENT NO. 23-62
WITH MONTCLAIR LITTLE LEAGUE
FOR USE OF KINGSLEY PARK**

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called "CITY," and Montclair Little League, hereinafter called "LEAGUE." This Agreement is contingent upon the LEAGUE fulfilling its prior contract's financial obligations and paying any and all outstanding invoices owed to the CITY. Use of any and all facilities listed herein may not be used until all fees have been paid.

WITNESSETH:

WHEREAS, CITY presently has a baseball field generally located at the northwest end of Kingsley Elementary School at Benson Avenue and Kingsley Street, Montclair, California, and

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for Junior/Senior Little League baseball conditioning at such times and hours set forth in Section 1(y). The term of this Agreement is for September 1, 2023 through December 30, 2023.

SECTION 1: LEAGUE hereby agrees as follows:

- a. Provide CITY a list of all your participants and coaches. All must sign CITY approved waiver and submit to CITY liaison prior to participating.
- b. Not to use the premises for any other purpose, except as above indicated.
- c. Not to sublet the field.
- d. Not to make any improvements or alterations on said premises.
- e. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- f. Not to erect any barriers or fences of any kind unless approved by CITY.
- g. Not to use herbicides at the park for any purpose.
- h. Not to disconnect or make changes to existing phone line account.

- i. Not to allow hitting balls into the chain link fences for batting practice.
- j. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.
- k. CITY to maintain restroom facilities and CITY to furnish all supplies for each well- maintained restroom. LEAGUE to police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition deemed acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted cleaning agency will be hired by the CITY and the LEAGUE will be responsible for all fees related to the service.
- l. To maintain all equipment and appliances within the snack bar and snack bar building at all times. To clean all sinks, grills, screens, exhaust hoods, mop all floors and clean countertops and utensils after each day's use and leave the snack bar in a condition deemed acceptable to CITY. The snack bar area should not be used for storage of any materials not pertaining to food items used for snack bar operations.
- m. To ensure when a barbecue is used (a permit is required to be obtained by Department of Public Health), it is set up a minimum of ten feet away from any structure and LEAGUE must provide one fire extinguisher for each barbecue being used. All safety and health regulations set forth by the County of San Bernardino Department of Public Health must be followed. LEAGUE must also ensure that a drip pan be used and ensure barbecue has completely cooled down before returning to storage in any CITY structure.
- n. To deposit, with the CITY representative, the sum of Three Hundred Dollars (\$300) as a refundable cleaning deposit to ensure the proper care and cleanup of the snack bar, restrooms, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY-owned equipment have been properly cared for, maintained and cleaned. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.
- o. To conform to all safety and health regulations set forth by the County of San Bernardino Department of Public Health and register your snack bar as Pre-packaged. Maintain all CITY-installed facilities and equipment in their

original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.

- p. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- q. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at (909) 625-9429 and report vandalism immediately to the Public Works Department at (909) 625-9480. LEAGUE will not attempt to remove Graffiti or make repairs to building. LEAGUE shall furnish and supply personnel to conduct and supervise LEAGUE activities on the premises.
- r. If LEAGUE elects to use lights for activities conducted after dark, the CITY will provide electrical services associated with lights at no charge to the LEAGUE.
- s. To deposit, with the CITY representative, the sum of Five Hundred Dollars (\$500) as a security deposit, to ensure the proper and prompt payment of any incurred damages to facilities associated with the LEAGUE. In the event all potential damages are paid by the end of this Agreement term, the deposit will be refunded.
- t. To provide the CITY representative with a list of the Board of Directors including names, addresses, and telephone numbers.
- u. To provide CITY with participant rosters, and conditioning schedules. Also, sixty percent of league participants must live in Montclair and provide verification such as registration forms.
- v. To provide CITY with financial statements upon request for audit purposes.
- w. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- x. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency of which LEAGUE had knowledge.
- y. It is agreed that LEAGUE may use said baseball fields from September 1, 2023 through December 30, 2023, Mondays through Fridays generally commencing at 4:00 p.m. and Saturdays generally commencing at 8:00 a.m.. No games or activities will be conducted past 9:45 p.m.
- z. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause

to be kept in full force and effect for the mutual benefit of CITY and LEAGUE comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice in writing by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them, or certificate(s) evidencing the insurance.

- aa. INDEMNIFICATION: LEAGUE shall defend, indemnify, and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by LEAGUE of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the LEAGUE in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.
- bb. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- cc. To conduct all operations in compliance with the Americans with Disabilities Act.
- dd. LEAGUE shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for LEAGUE meetings.
- ee. LEAGUE may place banners up on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Banners are not allowed to stay up on Sundays. Banners must be no greater than 3'X 5'. Banners will be attached to outfield chain link fence using clip on rings. Banner clearance from turf is a minimum of 2". The City will determine if a banner is past its useful life due to sun fade, rips, graffiti, etc. and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said banner. The CITY has the right to remove and dispose of any banner that is not displayed following the above mentioned procedures.
- ff. LEAGUE may place shade cloth as necessary to dug outs on weekdays and Saturdays, but they must be removed by the close of Saturday each week.

Shade cloth is not allowed to stay up on Sundays. Shade cloth must be no greater than what may be required to provide adequate coverage over dug outs. Shade cloth will be attached to dug out structure using clip on rings. The City will determine if a shade cloth is past its useful life due to sun fade, rips, graffiti, etc. and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said shade cloth. The CITY has the right to remove and dispose of any shade cloth that is not displayed following the above mentioned procedures. If LEAGUE does not remove or replace shade cloth as requested by CITY within 24 hours, CITY may prohibit use of fields and snack bar facilities to LEAGUE until request has been met.

- gg. Locks are issued by the City to secure areas of the park and have access to those areas such as snack bar shutters for maintenance. If locks are needed to replace a lost or damaged lock contact the City immediately. The League at no time shall use personal locks to secure any area. If a personal lock is found the League will be notified and will have 24 hours to remove it. If not removed the City will remove it by any means necessary and the City will not be held responsible for the League's lock.

SECTION 2: CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. LEAGUE shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by LEAGUE. A Contact List containing the emergency telephone numbers is attached.
- e. To provide to LEAGUE, inventory list of equipment in snack bar and meeting areas; to provide inspection of those areas and equipment at the end of the agreement period.
- f. Upon approval of the Director of Human Services, LEAGUE's cleaning deposit shall rollover any unused monies into the next Agreement.
- g. To designate a CITY representative to work with LEAGUE on all non-maintenance issues relating to the use of CITY facilities.
- h. To provide alarm service at no charge to LEAGUE.

NOW, THEREFORE, if any terms of this Agreement are not complied with, the Agreement will become null and void and the LEAGUE will be refused use of CITY facilities. 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 LEAGUE at least ten (10) days prior written notice.

APPROVED AND ADOPTED this ____ day of _____, 2023.

LEAGUE:

CITY:

MONTCLAIR LITTLE LEAGUE

CITY OF MONTCLAIR

President

Javier John Dutrey
Mayor

Secretary

ATTEST:

Andrea M. Myrick
City

**CITY OF MONTCLAIR
CONTACT LIST FOR SPORTS LEAGUES
SEPTEMBER 2023**

Reason for Contact	Authority	Contact	Telephone Number
After-Hours/ Emergency	Montclair Police Department	Dispatch	(909) 621-4771 9-1-1 (Emergency)
Sports League Administration	City's Sports League Liaison	Fernando Saltos	(909) 625-9496
Building Maintenance	Pub. Works Facilities/Maint. Asst. Manager	Mathew Paradis	(909) 625-9443 Cell: (909) 721-1860
Grounds Maintenance	Public Works Operations Asst. Manager	Alex Cardona	(909) 625-9467 Cell: (909) 762-1372
Sports League Administration	Recreation Coordinator- Facility	Ramon Ramirez	(909) 625-9481
Vandalism	Public Works Department		(909) 625-9480
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429

**AGREEMENT NO. 23-63
WITH MONTCLAIR GOLDEN GIRLS SOFTBALL LEAGUE
FOR USE OF VERNON PARK**

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called "CITY," and Montclair Little League, hereinafter called "LEAGUE." This Agreement is contingent upon the LEAGUE fulfilling its prior contract's financial obligations and paying any and all outstanding invoices owed to the CITY. Use of any and all facilities listed herein may not be used until all fees have been paid.

WITNESSETH:

WHEREAS, CITY presently has softball fields (the east and west fields) generally located at the southeast corner of the Vernon Junior High School complex, south of the corner of Benson Avenue and San Bernardino Street, Montclair, California; and

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for girls softball conditioning at such times and hours set forth in Section 1(y). The term of this Agreement is for September 1, 2023 through December 30, 2023.

SECTION 1: LEAGUE hereby agrees as follows:

- a. Provide CITY a list of all your participants and coaches. All must sign CITY approved waiver and submit to CITY liaison prior to participating.
- b. Not to use the premises for any other purpose, except as above indicated.
- c. Not to permit practice sessions in the southeast quadrant of the field; to provide specific written notice to each coach and, in turn, obtain written confirmation from each coach.
- d. Not to sublet the field.
- e. Not to make any improvements or alterations on said premises.
- f. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- g. Not to erect any barriers or fences of any kind unless approved by CITY.

- h. Not to use herbicides at the park for any purpose.
- i. Not to disconnect or make changes to existing phone line account
- j. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.
- k. CITY to maintain restroom facilities and CITY to furnish all supplies for each well- maintained restroom. LEAGUE to police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition deemed acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted cleaning agency will be hired by the CITY and the LEAGUE will be responsible for all fees related to the service.
- l. To maintain all equipment and appliances within the snack bar and snack bar building at all times. To clean all sinks, grills, screens, exhaust hoods, mop all floors and clean countertops and utensils after each day's use and leave the snack bar in a condition deemed acceptable to CITY. The snack bar area should not be used for storage of any materials not pertaining to food items used for snack bar operations.
- m. To ensure when a barbecue is used (a permit is required to be obtained by Department of Public Health), it is set up a minimum of ten feet away from any structure and LEAGUE must provide one fire extinguisher for each barbecue being used. All safety and health regulations set forth by the County of San Bernardino Department of Public Health must be followed. LEAGUE must also ensure that a drip pan be used and ensure barbecue has completely cooled down before returning to storage in any CITY structure.
- n. To deposit, with the CITY representative, the sum of Three Hundred Dollars (\$300) as a refundable cleaning deposit to ensure the proper care and cleanup of the snack bar, restrooms, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY-owned equipment have been properly cared for, maintained and cleaned. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.
- o. To conform to all safety and health regulations set forth by the County of San Bernardino Department of Public Health and register your snackbar as

Pre-packaged. Maintain all CITY-installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.

- p. To be responsible for all costs as a result of lost or stolen keys.
- q. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at (909) 625-9429 and report vandalism immediately to the Public Works Department at (909) 625-9480. LEAGUE will not attempt to remove Graffiti or make repairs to building. LEAGUE shall furnish and supply personnel to conduct and supervise LEAGUE activities on the premises.
- r. If LEAGUE elects to use lights for activities conducted after dark, the CITY will provide electrical services associated with lights at no charge to the LEAGUE.
- s. To deposit, with the CITY representative, the sum of Five Hundred Dollars (\$500) as a security deposit, to ensure the proper and prompt payment of any incurred damages to facilities associated with the LEAGUE. In the event all potential damages are paid by the end of this Agreement term, the deposit will be refunded.
- t. To provide the CITY representative with a list of the Board of Directors including names, addresses, and telephone numbers.
- u. To provide CITY with participant rosters, and conditioning schedules. Also, sixty percent of league participants must live in Montclair and provide verification such as registration forms.
- v. To provide CITY with financial statements upon request for audit purposes.
- w. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- x. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency of which LEAGUE had knowledge.
- y. It is agreed that LEAGUE may use said baseball fields from September 1, 2023, through December 30, 2023, Mondays through Fridays generally commencing at 4:00 p.m. and Saturdays generally commencing at 8:00 a.m.. No games or activities will be conducted past 9:45 p.m.
- z. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept in full force and effect for the mutual benefit of CITY and LEAGUE comprehensive, broad form, general public liability insurance against claims

and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice in writing by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them, or certificate(s) evidencing the insurance.

- aa. INDEMNIFICATION: LEAGUE shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by LEAGUE of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the LEAGUE in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages, to the maximum extent permitted by law.
- bb. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- cc. To conduct all operations in compliance with the Americans with Disabilities Act.
- dd. The use of City facilities for room reservations by the LEAGUE are not available at this time. In the event they become available the City will notify LEAGUE. City recommends Zoom meetings.
- ee. LEAGUE may place banners up on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Banners are not allowed to stay up on Sundays. Banners must be no greater than 3'X 5'. Banners will be attached to outfield chain link fence using clip on rings. Banner clearance from turf is a minimum of 2". The City will determine if a banner is past its useful life due to sun fade, rips, graffiti, etc. and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said banner. The CITY has the right to remove and dispose of any banner that is not displayed following the above mentioned procedures.
- ff. LEAGUE may place shade cloth as necessary to dug outs on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Shade cloth is not allowed to stay up on Sundays. Shade cloth must be no

greater than what may be required to provide adequate coverage over dug outs. Shade cloth will be attached to dug out structure using clip on rings. The City will determine if a shade cloth is past its useful life due to sun fade, rips, graffiti, etc. and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said shade cloth. The CITY has the right to remove and dispose of any shade cloth that is not displayed following the above mentioned procedures. If LEAGUE does not remove or replace shade cloth as requested by CITY within 24 hours, CITY may prohibit use of fields and snack bar facilities to LEAGUE until request has been met.

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SECTION 2: CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. LEAGUE shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by LEAGUE. A Contact List containing the emergency telephone numbers is attached.
- e. Upon approval of the Director of Human Services, LEAGUE's cleaning deposit shall rollover any unused monies into the next Agreement.
- f. To designate a CITY representative to work with LEAGUE on all non-maintenance issues relating to the use of CITY facilities.

NOW, THEREFORE, if any terms of this Agreement are not complied with, the Agreement will become null and void and the LEAGUE will be refused use of CITY facilities. 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 LEAGUE at least ten (10) days prior written notice.

APPROVED AND ADOPTED this ____ day of _____, 2023.

LEAGUE:

CITY:

GOLDEN GIRLS SOFTBALL

CITY OF MONTCLAIR

President

Javier John Dutrey
Mayor

Secretary

ATTEST:

Andrea M. Myrick
City

CITY OF MONTCLAIR
 CONTACT LIST FOR SPORTS LEAGUES
 SEPTEMBER 2023

Reason for Contact	Authority	Contact	Telephone Number
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Building Maintenance	Pub. Works Facilities/Maint. Asst. Manager	Mathew Paradis	(909) 625-9443 Cell: (909) 721-1860
Grounds Maintenance	Public Works Operations Asst. Manager	Alex Cardona	(909) 625-9467 Cell: (909) 762-1372
Sports League Administration	Recreation Coordinator-Facility	Ramon Ramirez	(909) 625-9481
Vandalism	Public Works Department		(909) 625-9480
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429



CITY COUNCIL AGENDA REPORT

DATE:	AUGUST 21, 2023	FILE I.D.:	EDD100
SECTION:	CONSENT - AGREEMENTS	DEPT.:	ECONOMIC DEV.
ITEM NO.:	2	PREPARER:	M. FUENTES
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 23-67 WITH EPIC LAND SOLUTIONS TO PROVIDE RIGHT-OF-WAY CONSULTING SERVICES ON AN AS-NEED BASIS, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 23-67 with Epic Land Solutions to provide right-of-way consulting services on an as-needed basis.

A copy of proposed Agreement No. 23-67 is attached for the City Council's review and consideration.

BACKGROUND: In the course of implementing infrastructure projects and other initiatives, staff engages in real property transactions, which require a vast amount of professional right-of-way services including, but not limited to, acquisition and relocation assistance, acquisition negotiations, appraisals, appraisal reviews, Phase I and Phase 2 environmental assessments, escrow and title services, property asset management, permits, and other real estate services.

The Federal Uniform Acquisition, Relocation Assistance Advisory Services Act of 1970 (as amended), CFR 49, Part 24 and the State of California, Caltrans, Right of Way Manual defines the procedures required for performing real property acquisition activities.

The City of Montclair, as a local agency, is responsible for performing real property activities in accordance with the Federal and State policy guidelines and procedures.

Right-of-Way Services Request for Quotes

To facilitate the need for right-of-way services, City staff submitted Requests for Quotes (RFQs) to several firms that specialize in right-of-way consulting services. The City received quotes from the following firms: Epic Land Solutions, Paragon Partners, and Monument.

The firms contacted provide a wide array of right-of-way consulting services with some services provided in-house and others provided by sub-consultants. All three firms provided schedules of fees for various positions at an hourly rate. A direct comparison of the services provided is slightly nuanced, given the position classification of each firm and each position's respective duties.

Staff contacted various agencies that have utilized the services of Epic Land Solutions, Paragon Partners, and Monument and received significant positive feedback regarding all three firms and the services that they provide relating to right-of-way consulting services.

After careful evaluation and consideration of each proposal submitted, City staff is recommending utilizing the services of Epic Land Solutions.

Epic Land Solutions' qualifications, customer service, scope of right-of-way consulting services provided, schedule of fees, work with neighboring agencies, and familiarity with the City of Montclair set them apart from the other firms.

Epic Land Solutions has provided prior right-of-way consulting services for the City of Montclair as a sub-consultant for Alta Planning and Design as part of the Multimodal Connectivity Plan for the San Antonio Creek Channel Project. City staff did not work directly with Epic Land Solutions, as Epic Land Solutions provided title research for Alta Planning and Design and communicated solely with Alta Planning and Design staff.

Scope of Work

Proposed Agreement No. 23-67 includes a full scopes of services to be provided by Epic Land Solutions; however, the types of services to be provided by Epic Land Solutions will vary based on the type of right-of-way consulting services need by the City of Montclair for each specific project requiring right-of-way consulting services.

The services that will be covered by proposed Agreement No. 23-67 include the following right-of-way consulting services:

- *Right-of-Way Planning*: Cost estimation, Right of way impact assessment, Alignment planning, and GIS and CAD integrations.
- *Appraisal*: fair market valuation and inventory studies, real property appraisal and appraisal review, and expert witness testimony.
- *Acquisition Negotiation*: survey review and title clearance, right of entry permits, easement and fee acquisitions, escrow coordination, eminent domain support, and Caltrans certification.
- *Relocation*: replacement search, move coordination, relocation appeal support, and relocation plan.
- *Utility Relocation Coordination*: utility research and as-built matrix, utility relocation coordination, and positive utility identification.
- *Property Asset Management*: asset inventory, excess land sales, and maintenance and security.

Epic Land Solutions

Epic Land Solutions, is a full-service right-of-way and real estate consulting services firm founded in California in 2000 with the mission to create land solutions for the public good. Epic Land Solutions has worked with over fifty different municipalities across the Southern California region.

Epic Land Solutions employs 60 professionals in California and the Pacific Northwest to appraise, acquire, and relocate property rights on behalf of local public agencies.

Epic Land Solutions' agents are daily custodians of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act) and Caltrans Right of Way Manual guidelines to help local agencies deliver state- and federally-funded projects. Epic Land

Solutions is a Caltrans Right of Way Certification specialist and offers deep experience providing turnkey right-of-way services in San Bernardino County.

FISCAL IMPACT: Proposed Agreement No. 23-67 would authorize staff to retain the services of Epic Land Solutions on an as-need basis as it relates to right-of-way consulting services. The costs of services related to proposed Agreement No. 23-76 would be paid from the Contingency Fund.

RECOMMENDATION: Staff recommends that the City Council approve Agreement No. 23-67 with Epic Land Solutions to provide right-of-way consulting services on an as-need basis, subject to any revisions deemed necessary by the City Attorney.

CITY OF MONTCLAIR
AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and effective as of August 21, 2023, between the City of Montclair, a California Municipal Corporation ("City") and Epic Land Solutions ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on August 21, 2023 and shall remain and continue in effect until modified by the parties or terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

The parties intend Consultant to assist the City with on-call right-of-way 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, and the review and approval of all products submitted by Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services to be Performed or change Consultant's compensation as provided in Section 5(b) below.

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment Schedule of Fees 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 tasks detailed in Exhibit A.

(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.

(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. Consultant also may terminate this Agreement by serving upon the City at least thirty (10) days prior written notice.

(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.

(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. Notwithstanding the above, computer software (including without limitation financial models, compilations of formulas and spreadsheet models), prepared by Consultant are Instruments of Service of Consultant and shall remain the property of Consultant. Consultant shall likewise retain all common law, statutory and other reserved rights, including the copyright thereto.

9. INDEMNIFICATION

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

fees, including those of adverse parties imposed on or sought against the Indemnified Parties), arising directly or indirectly out of any liability or claim of loss or liability for personal injury, bodily injury to persons, contractual liability, errors or omissions, breach, failure to perform, damage to or loss of property, or any other loss, damage, injury or other claim of any kind or nature arising out of the work to be performed by Consultant herein, caused by or arising out of the negligent acts or omissions, or intentional misconduct of Consultant, including its subcontractors, subconsultants, employees, agents, and other persons or entities performing work for Consultant.

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

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

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

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

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

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

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

10. INSURANCE

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

(a) Types of Required Coverages

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

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

(b) Endorsements

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

- (1) Commercial General Liability

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

Additional Insured Endorsements shall not:

1. Be limited to “Ongoing Operations”

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

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

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

(2) Auto Liability

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

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

(3) Workers' Compensation

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

(c) Notice of Cancellation.

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

(d) Waiver of Subrogation

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

(e) Evidence of Insurance

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

right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

(f) Deductible or Self-Insured Retention

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

(g) Contractual Liability/Insurance Obligations

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

(h) Failure to Maintain Coverage

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

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

(i) Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable

provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

(j) Claims Made Policies

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

(k) Insurance for Subcontractors

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

11. INDEPENDENT CONTRACTOR

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

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

12. LEGAL RESPONSIBILITIES

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

not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

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

16. NOTICES

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

To City: Mikey Fuentes, Dir. of Economic Development
City of Montclair
5111 Benito Street
Montclair, CA 91763

To Consultant: Darcy Mendoza
Epic Land Solutions
3850 Vine Street, Suite 200
Riverside, CA 92507

17. ASSIGNMENT AND SUBCONTRACTING

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

effect and shall constitute grounds to terminate this Agreement for cause. The Consultant shall not subcontract any performance required under this Agreement without the City's prior written consent.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. PRIORITY OF AGREEMENT

To the extent any provision of Consultant's Proposal attached hereto as Exhibit A conflicts with the terms and provisions of this Agreement, the terms and provisions of this Agreement shall control and shall take precedence over those contained in Consultant's Proposal.

22. CONFIDENTIALITY

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

23. DISCRIMINATION

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

24. EFFECT OF PARTIAL INVALIDITY

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

25. CLAIMS AGAINST CITY

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

26. AUTHORITY TO EXECUTE THIS AGREEMENT

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

27. NO THIRD PARTY BENEFICIARIES

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

28. COST OF LITIGATION

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

29. COUNTERPARTS

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

[Signatures on Following Page]

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

CITY

CONSULTANT

By: _____
Javier John Dutrey, Mayor

By: _____
Darcy Mendoza, Assistant
Regional Manager

Attest:

By: _____
Andrea M. Myrick, City Clerk

Approved as to Form:

By: _____
Diane E. Robbins, City Attorney

Exhibit A

Epic Land Solutions, Inc.

Statement of Qualifications

General Real Estate Consulting Services

prepared exclusively for the **City of Montclair**



Submitted July 28, 2023





Epic Land Solutions, Inc.
Riverside Regional Office
3850 Vine Street, Suite 200
Riverside, CA 92507
(951) 321-1800
epicland.com

July 28, 2023

City of Montclair
Mikey D. Fuentes, Director of Economic Development
(909) 625-9497 | mfuentes@cityofmontclair.org

Cover Letter

Dear Mikey,

It was a pleasure meeting with you earlier this month to gain a fresh understanding of the City of Montclair's project goals and capital improvement plans. We were impressed with your understanding of the grant development process and appreciate how hard you and your colleagues are working to obtain grant funding.

Epic Land Solutions, Inc. (EPIC) is focused and motivated to continue to support the City's **San Antonio Creek Trail** project by **appraising, acquiring, and certifying** the temporary construction easements and rights of way in a timely manner to prepare the project for Ready To List for construction. We have also spent time over the past two years researching and preparing for the right of way phase of the **Central Avenue Rehabilitation Over Union Pacific Railroad** project, and stand ready to support the appraisals, acquisition negotiations, utility moves, and Caltrans Right of Way Certification for the project.

This Statement of Qualifications highlights our staff's depth of experience with local public agency CIP projects and how our **Subject Matter Expert teams**—in Appraisal, GIS, Utilities, and Property Management—differentiate EPIC from the competition. With EPIC, you get **One Team** that can holistically support the City of Montclair staff with end-to-end real estate consulting and right of way clearance services. Specialty projects, like **surplus land sales**, utility **franchise agreements** and facility moves, **removing encroachments** from City land and **securing property from vandalism** and trespassers, or **inventorying the City's assets** in an Esri ArcGIS database, are all easy assignments for the EPIC team to deliver. After all, we've delivered real estate and right of way consulting services for local agencies in San Bernardino County and greater Inland Empire **for over 23 years!**

We, the undersigned, will continue to be your **main points of contact**. We plan to **operate as an extension of your team** to provide turnkey services and, if you desire, can provide comprehensive project management of the entire right of way phase for your critical CIP projects. We're looking forward to partnering with your staff on infrastructure projects that ultimately **enhance quality of life** for residents, businesses, and visitors to the City of Montclair.

Let's get to work!

Kari Anvick, SR/WA, R/W-RAC
California Senior Regional Manager
(951) 329-9666 | kanvick@epicland.com

Darcy Mendoza, SR/WA, R/W-NAC
Assistant Regional Manager
(951) 321-4748 | dmendoza@epicland.com

Serving San Bernardino County Since 2003

EPIC's History with the City of Montclair

EPIC has recent and relevant experience supporting the City of Montclair with real estate, right-of-way, and utility coordination consulting services:

In 2021 and 2022, EPIC was the subconsultant to Alta Planning & Design to complete the **Multimodal Connectivity Plan for the San Antonio Creek Channel Project** (a portion of the proposed path pictured below).



The City retained planning consultant services to determine the feasibility of the multimodal trail while taking into consideration the trail alignment, crossings, access points, and financial feasibility cost estimates. Real estate consultants, GIS analysts, and utility coordination professionals at EPIC supported Alta Planning & Design to complete this comprehensive study by analyzing how right-of-way requirements associated with proposed designs could impact project funding and scope. EPIC identified categories of property ownership and provided assumptions about the nature of the existing ownerships and what rights the City would need to acquire in order to construct the trail. The property ownership data provided the City with the names of creek-adjacent landowners EPIC engaged with through our outreach process.

Alta then prepared a land use map for a deeper understanding of the zoning implications for trail alignment alternatives. The EPIC GIS analyst team

provided parcel-level land use data and provided support to locate the limits of the creek and other encumbrances (easements, licenses, etc.) available from publicly available sources as they related to the alternatives. The EPIC Utility Services team identified major dry and wet utilities along the corridor to better understand potential impacts to utility facilities associated with the proposed trail alignments. EPIC completed a feasibility study-level impact analysis to evaluate acquisition and/or easement agreement options for each preliminary design alternative. EPIC's final task was cost estimation for land acquisition and/or easement purchases for each alternative.

Since 2019, EPIC has been in discussions with structural engineers and City engineering staff regarding the environmental approval, final design, and right-of-way phases for the **Central Avenue Bridge Rehabilitation** project that is in development.

EPIC's right of way team is currently performing on-call right of way services for San Bernardino County Transportation Authority's (SBCTA) **West Valley Connector (WVC) Bus Rapid Transit (BRT)** project. The WVC creates a 35-mile bus service east/west on Holt Boulevard and north-south on Milliken Avenue to connect the communities of Pomona, Rancho Cucamonga, Ontario, and City of Montclair.



Route along Holt Blvd where dedicated BRT Lanes will be added and 21 stations for the WVC.

History with Neighboring Communities

For over 20 years, EPIC has maintained staff and office space in Riverside to serve the greater Inland Empire region. EPIC is a trusted real property and right of way consultant to neighboring local agencies, including the Cities of Chino, Pomona, Rialto, Ontario, Jurupa Valley, Corona, Fontana, and Rancho Cucamonga, the County of San Bernardino, San Bernardino County Transportation Authority (SBCTA), Inland Empire Utilities Agency (IEUA), Jurupa Community Services District (JCSD), Caltrans District 8, and beyond.

Projects completed, in-progress, and awarded in the last five years include:

City of Chino

- On-Call ROW Services 2018-2023 / 2023-2028
- Riverside Avenue Sidewalk and ADA Improvements
- Pine Avenue Extension to SR-71 Ramp Widening

City of Colton

- Mt. Vernon Avenue over UPRR Tracks Bridge Widening Project
- Barton Road Bridge Removal & Road Construction

City of Pomona

- San Jose Multi-Use Bikeway

City of Rialto

- Pacific Electric Trail Expansion Feasibility Study

City of Fontana

- SR-210 Citrus Avenue Widening
- Safe Routes To Schools Pedestrian Improvements
- Foothill Blvd, Hemlock Avenue to Almeria Avenue Street Improvements

City of Rancho Cucamonga

- Etiwanda Avenue Grade Separation Project

San Bernardino County

- Francis Avenue and Road Pavement and Sidewalk Improvements (Chino and Montclair)
- Phillips Boulevard Pavement and Sidewalk Improvements (Chino and Montclair)

SBCTA

- West Valley Connector Bus Rapid Transit (BRT) Corridor, Holt Blvd. Segment 4 in Ontario



Segment of the City of Rialto's Pacific Electric Trail Expansion.

Epic Land Solutions, Inc. Qualifications



Epic Land Solutions, Inc. (EPIC) is a full-service right of way and real estate consulting services firm founded in California in 2000 with the mission to *create land solutions for the public good*. EPIC employs 60 professionals in California and the Pacific Northwest to appraise, acquire, and relocate property rights of behalf of local public agencies. EPIC agents are daily custodians of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act) and Caltrans Right

of Way Manual guidelines to help local agencies deliver state- and federally funded projects. EPIC is a Caltrans Right of Way Certification specialist and offers deep experience providing turnkey right of way services in San Bernardino County. With over 22 years of experience performing right of way services for mobility and public works projects in Southern California, EPIC is uniquely qualified to support City of Montclair’s right-of-way project needs.

EPIC by the Numbers

22

YEARS OF RIGHT OF WAY SERVICES EXPERIENCE

23

LOCAL AGENCY PROJECTS CERTIFIED BY CALTRANS, LAST 5 YEARS

50+

MUNICIPALITIES IN SO CAL EPIC HAS CONTRACTED WITH FOR RIGHT OF WAY

15

RIGHT OF WAY, APPRAISAL & UTILITY COORDINATION EXPERTS IN CALIFORNIA

On-Call Contracts Specialist

EPIC’s right of way team understands the nature and demands of on-call contracts with public agencies. Our team is built for on-calls and is ready to tackle any project, large or small. As a service provider specializing in on-call contracts, we are adept at handling variable schedule and contract demands. We offer the City the flexibility it needs to execute real property and right of way tasks, no matter how simple or complex. EPIC is currently pre-qualified with the following agencies:



EPIC is the Best Choice for the *City of Montclair*

-  **Incumbent Real Estate Consultant for San Antonio Trail Project**
EPIC originally completed the preliminary real estate research, right of way impact assessment, and land acquisition cost estimates for the Multimodal Connectivity Plan for the **San Antonio Creek Channel Project** as the subconsultant to Alta Planning & Design. We are eager to pick up where we left off on the **San Antonio Creek Channel Project** by performing real property appraisals (or valuation waivers), obtain Rights of Entry permits for pre-construction and survey activities, negotiate with property owners to obtain Temporary Construction Easements or permanent trail easements, and depending on the project funding sources, certify the rights of way with Caltrans District 8. As needed, EPIC can also provide guidance to the City or its design consultant to identify, protect, or relocate utility facilities in the proposed trail alignment. Let's get this project done!
-  **Right of Way Subject Matter Experts**
Montclair can rely on EPIC as a one-stop-shop for everything from project development and planning, to utility identification and conflict mapping, to land valuations, inter-agency cooperative agreements, surplus land sales and revenue capture. The City has two direct points of contact at EPIC—**Kari Anvick, SR/WA, R/W-RAC, and Darcy Mendoza, SR/WA, R/W-NAC**—two senior right of way leaders here at EPIC with 30+ years of combined experience. Montclair can call on Kari and Darcy—and our team of 20+ agents and subject matter experts—for any appraisal, acquisition, relocation, surplus land sales, or utility relocation project needs. We hope the City of Montclair staff will leverage our skill sets and talents to make your clear rights of way, reduce liability, and deliver on your project goals.
-  **Caltrans Right of Way Certification Experts**
EPIC specializes in delivering a right of way program that adheres to federal funding requirements, the Caltrans Local Assistance Procedures Manual (LAPM), and Caltrans Right of Way Manual. EPIC team members are currently working closely with local agencies and Caltrans District 8 on significant infrastructure improvement projects in San Bernardino County. Level 1, 2, and 3 Caltrans Certification project experience includes, the City of Highland's **Highland/Redlands Regional Connector Project**, San Bernardino County Transportation Authority (SBCTA) **Lenwood Road Grade Separation**, and the City of Barstow **North First Avenue Bridge Replacement Project**.
-  **Developed Stakeholder Relationships**
Local agency stakeholders—such as water districts, utilities, Caltrans, and SBCTA—can play a vital role in approving funding, plans, and approvals for critical infrastructure projects and land acquisitions. Because 95% of the projects we support are public works projects, EPIC has long-standing experience and established business relationships with stakeholders at local agencies. We have developed agile working procedures with chief stakeholders that may be involved in bringing the City of Montclair's projects to life.
-  **Firm-of-Choice in San Bernardino County**
Since launching our Inland Empire Regional Office in downtown Riverside in 2003, EPIC has delivered right of way projects for many communities in San Bernardino County including the cities of Montclair, Chino, Fontana, Colton, Apple Valley, Victorville, Ontario, Barstow, Rialto, Highland, and San Bernardino.

Turnkey Right of Way Services



RIGHT OF WAY PLANNING

- Cost Estimation
- Right of Way Impact Assessment
- Alignment planning
- GIS & CAD Integrations



APPRAISAL

- Fair Market Valuation & Inventory Studies
- Real Property Appraisal and Appraisal Review
- Expert Witness Testimony



ACQUISITION NEGOTIATION

- Survey Review and Title Clearance
- Right of Entry Permits
- Easement and Fee Acquisitions
- Escrow Coordination
- Eminent Domain Support
- Caltrans Certification



RELOCATION

- Replacement Search
- Move Coordination
- Relocation Appeal Support
- Relocation Plan



UTILITY RELOCATION COORDINATION

- Utility Research and As-Built Matrix
- Utility Relocation Coordination
- Positive Utility Identification (Potholing)



PROPERTY ASSET MANAGEMENT

- Asset Inventory
- Excess Land Sales
- Maintenance and Security

Subject Matter Experts



Kari Anvick, SR/WA, R/W-RAC - Senior Advisor

Expertise: Caltrans Right of Way Certification

Kari oversees right of way, utility coordination, and real estate appraisal services for public works projects throughout California. She is focused on quality, budget, and schedule controls and staffing solutions for these teams. An accomplished right of way professional with over 22 total years in the real estate industry, Kari has a stellar track-record of delivering acquisition and relocation projects on-time and under-budget, and always in compliance with Caltrans Local Assistance Procedures Manual (LAPM) and Caltrans Right of Way Manual. Kari has previous experience certifying parcel acquisitions with Caltrans acting as project engineer.



Relevant Experience

- ATP Safe Routes to Schools, City of Ontario
- Juan Bautista de Anza National Historic Trail, City of Moreno Valley
- Mt. Vernon Ave Bridge over UPRR, City of Colton



Certifications

Senior Right of Way Professional (SR/WA), International Right of Way Association (IRWA); Relocation Assistance Certification (R/W-RAC), IRWA



Licenses

Real Estate Salesperson
State of California
CA #01742926



Education

Bachelors
Psychology,
California Baptist
University



Darcy Mendoza, SR/WA, R/W-NAC - Project Advisor

Expertise: Surplus Land Act/Excess Land Sales

Darcy has been involved in all aspects of right of way work for over 20 years and has a strong understanding of the complexities related to real property transacting. Darcy is an excess land sales expert and she is up to date with current Surplus Land Act (SLA) guidelines and works directly with the California Department of Housing and Community Development (HCD) to process all necessary steps for affordable housing. She also provides property

management services to aid public agencies in managing their portfolios of leases, licenses, and use agreements. Darcy's speciality services have included overseeing property maintenance & repairs, monitoring vacant land/properties, and any additional repairs and or necessary work to be performed.



Relevant Experience

- Safe Routes to Schools, City of Fontana
- Railroad ROW Property Management, SBCTA
- Riverside Bridge Widening, City of Rialto



Certifications

Senior Right of Way Professional (SR/WA), International Right of Way Association (IRWA); ROW Negotiation /Acquisition Specialist Certification (R/W-NAC), IRWA



Licenses

Real Estate Salesperson
State of California
CA #02004708



Education

General Studies
Saddleback College,
Mission Viejo & Mt. San
Jacinto College





Subject Matter Experts



Addiel Flores, RWA, BROKER - Right of Way Project Manager

Expertise: Commercial Negotiations

Addiel is a Project Manager with over ten years of experience transacting real estate and performing acquisition/negotiations on behalf of public agencies for public works improvement projects. Addiel is experienced with the acquisition of property subject to eminent domain in California and has coordinated the sale of remnant land on behalf of government entities. He has performed relocation assistance services on a number of projects involving permanent and temporary commercial and residential relocations. He has successfully relocated homeowners, tenants, and business personal property. He has extensive experience with the Housing Authority of the City of Los Angeles (HACLA), providing over 400 total acquisitions.





 <p>Relevant Experience</p> <ul style="list-style-type: none"> Inglewood Transit Connector, City of Inglewood ATP for Ojai Ave & Maricopa Highway, City of Ojai Safe Routes to Schools, City of Fontana 	 <p>Certifications</p> <ul style="list-style-type: none"> Certified Right of Way Agent (RWA), International Right of Way Association (IRWA) 	 <p>Licenses</p> <ul style="list-style-type: none"> Real Estate Broker State of California CA #01944802 	 <p>Education</p> <ul style="list-style-type: none"> Bachelors Business Administration & Real Estate, California State Polytechnic University, Pomona
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Maria Sauza, BROKER - Senior Right of Way Agent

Expertise: Residential Relocations

Maria is a seasoned real estate broker with over 20 years of experience in right of way and relocation assistance services. She is a successful negotiator who treats all stakeholders with respect and ensures that all paperwork is completed on-time and properly filed. Maria has worked with a variety of clients throughout the Southland including transportation agencies, municipalities, housing authorities, school districts, and public utility companies. She is fluent in Spanish to better serve communities facing acquisition and displacement. Maria is a compassionate and caring relocation agent. She has successfully completed over 550 relocations throughout her career, including coordination for family pets.

 <p>Relevant Experience</p> <ul style="list-style-type: none"> Hillcrest Apartments Temp Relocations, SDHC West Valley Connector (BRT), SBCTA Mt. Vernon Viaduct Replacement, SBCTA North First Ave Bridge Replacement, City of Barstow 	 <p>Licenses</p> <ul style="list-style-type: none"> Real Estate Broker State of California CA #01238022 Notary Public, CA Commission #2392145 	 <p>Education</p> <ul style="list-style-type: none"> International Right of Way Association (IRWA) Coursework 	 <p>Language Skills</p> <ul style="list-style-type: none"> Spanish Fluency
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Subject Matter Experts



Tyler Kelleher, RWA - Senior Right of Way Agent

Expertise: Title & Escrow Coordination

Tyler is a Senior Right of Way Agent that excels with professional communication with property owners, thorough documentation, team collaboration, and prioritizing competing tasks. Serving public agencies for over five years, Tyler provides thorough title examination, and escrow support services. With additional background in customer service, Tyler takes pride in accountability to clients and finding answers to difficult questions. Tyler earned the Professional Right of Way Agent (RWA) designation through the International Right of Way Association (IRWA) and is a Commissioned Notary Public in the State of California.

 <p>Relevant Experience</p> <ul style="list-style-type: none"> • West Valley Connector (BRT), SBCTA • Santa Fe Drive Corridor Bike and Pedestrian Improvements, City of Encinitas • Mt. Vernon Ave Bridge over UPRR, City of Colton 	 <p>Certifications</p> <p>Certified Right of Way Agent (RWA), International Right of Way Association (IRWA)</p>	 <p>Licenses</p> <p>Real Estate Salesperson State of California CA #02129531</p> <p>Notary Public, CA Commission #2347113</p>	 <p>Education</p> <p>Bachelors Political Science, San Diego State University</p>
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Kent Carpenter, MAI - Certified General Real Estate Appraiser

Expertise: Eminent Domain Appraisal & Market Studies

Kent is a Caltrans Qualified Appraiser with over 36 years of experience of valuating properties. He specializes in the valuation of retail, residential, commercial, industrial, agricultural, and special purpose properties in California. Kent provides real estate appraisals in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) for federal, state, local, regulatory, and jurisdictional agencies. Kent manages all aspects of appraisal services and

has valued total and partial acquisitions, temporary and permanent easements and determined property damages resulting from acquisitions and easements. Kent currently holds the title of "Officer" for the San Diego Chapter of the Appraisal Institute.

 <p>Relevant Experience</p> <ul style="list-style-type: none"> • North First Ave Bridge Replacement, City of Barstow • SR60/Central Ave Interchange Improvements, City of Chino • West Valley Connector (BRT), SBCTA • Mt. Vernon Ave Bridge over UPRR, City of Colton 	 <p>Certifications</p> <p>MAI Designated Member, Appraisal Institute, #9746</p>	 <p>Licenses</p> <p>Certified General Real Estate Appraiser State of California CA #AG003087</p>	 <p>Education</p> <p>Bachelors Financial Planning & Counseling, Brigham Young University</p>
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Subject Matter Experts



Mike Mays - Utility Services Manager

Expertise: Utility Plan QA/QC and CPUC Rule 20 Undergrounding Compliance

Mike has over 17 years of experience researching, planning, and overseeing utility relocations for various projects. He has worked extensively with Caltrans, and local agencies and understands the requirements of Caltrans Local Agency Procedures Manual (LAPM). Mike manages all aspects of utility coordination work, including preliminary and final report of investigation, cost estimating, preliminary engineering, acquisition of required railroad encroachment

permits, drafting utility agreements and legal notifications, plans, specifications, estimates, quantities, bid and construction support. Mike is a Member of the American Society of Civil Engineers.


 <p>Relevant Experience</p> <ul style="list-style-type: none"> I-10 Mt. Vernon Interchange, City of Colton SR-71/Pine Ave Off-Ramp Improvements, City of Chino Monte Vista Ave Grade Separation, City of Montclair University Parkway Grade Separation, City of San Bernardino 	 <p>Certifications</p> <ul style="list-style-type: none"> Roadway Worker Safety Training Certificate, SCRRA; Fundamentals of Inspection Practice, Caltrans; Utility Process for Local Agencies, Caltrans 	 <p>Affiliations</p> <ul style="list-style-type: none"> Member, American Society of Civil Engineers (ASCE); Member, Business Development Association of the Inland Empire (BDAIE) 	 <p>Education</p> <ul style="list-style-type: none"> Bachelors Civil Engineering, California State Polytechnic University, Pomona
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Candice Freeman, GIS Project Analyst

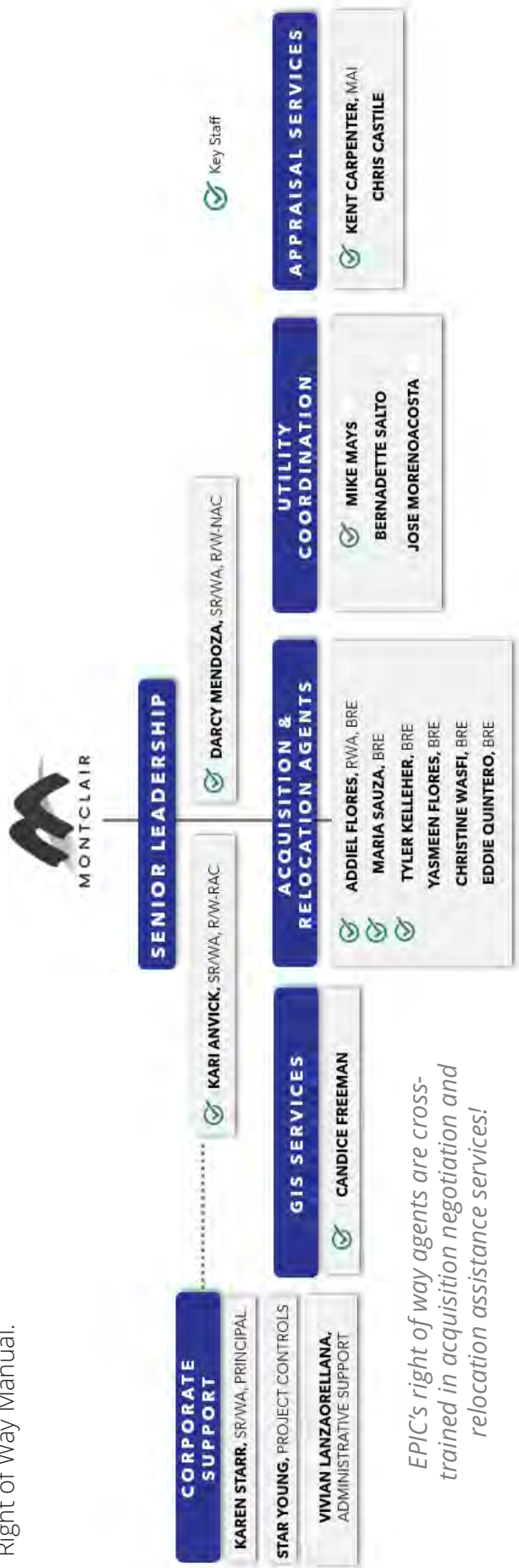
Expertise: Real Estate Cost Estimates

Candice is a Geographic Information System (GIS) Analyst within the Right of Way Project Development team at Epic Land Solutions (EPIC). Candice is experienced at preparing right of way impact assessments, real estate cost estimates, and environmental technical reports in support of Project Initiation and Preliminary Engineering projects. She brings 6 years of experience as a GIS-certified problem solver who analyzes, gathers, and creates spatial data sets for real estate, right of way acquisition, and relocation scenarios. Candice has managed complex GIS datasets for public agencies including California High Speed Rail Authority, Los Angeles World Airports (LAWA), and utilities. She has created data visualization tools in GIS to ensure accurate and efficient reporting.

 <p>Relevant Experience</p> <ul style="list-style-type: none"> Safe Routes to Schools, City of Fontana Railroad ROW Property Management, SBCTA Riverside Bridge Widening, City of Rialto Perris Valley Storm Drain Channel Trail Ph II, City of Perris 	 <p>Expertise</p> <ul style="list-style-type: none"> GIS Data Sets Conceptual Cost Estimates Caltrans Right of Way Data Sheets Esri ArcGIS Platforms 	 <p>Education</p> <ul style="list-style-type: none"> Bachelors Geography - GIS Certification, University of Missouri-Kansas City
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Staffing Organization

EPIC's key personnel will be 100% available to the extent required for the City's contract task orders. Under the **Senior Leadership of Kari Anvick and Darcy Mendoza**, both will provide quality assurance and accounting oversight to ensure adherence to schedules and budgets. Regular Meetings and Progress Reports will be performed for the City weekly as requested. EPIC's team are Caltrans-qualified, licensed brokers crossed-trained in right of way acquisition and relocation assistance services, notaries, and specialists in the successful delivery of state and federally funded projects. Our designated team performs all right of way activities in accordance with the Caltrans Right of Way Manual.



EPIC's right of way agents are cross-trained in acquisition negotiation and relocation assistance services!

"Kari and the EPIC agents are strong negotiators and understand their role to minimize agency costs above just compensation so as not to gift public funds."

- Tim Byrne, Project Delivery Manager, SBCTA

Trail / Mobility Project Experience



City of Montclair, Multimodal Connectivity Plan for San Antonio Creek Channel

In support of the design engineer and the City, EPIC prepared a right of way impact assessment to determine existing ownerships along the trail and what rights the City would need to acquire. Parcel-level land use data was provided to locate the limits of the creek and other encumbrances (easements, licenses, etc.). EPIC located major utilities (water, sewer, electric, gas, phone lines etc.) along the corridor to better understand their relationship to the potential trail alignments. A feasibility study-level impact analysis was completed that responded to the alternatives to evaluate acquisition and/or easement agreement options when the preliminary design was completed. EPIC's final task was cost estimates to support alternative analysis and refinement of the trail alignment design. EPIC's real estate research revealed trail easement rights in the project area that were previously deeded to the City that the City wasn't aware of, thus saving the project budget several thousand dollars.

Project Features:

- ✓ ROW Impact Assessment
- ✓ Feasibility Study
- ✓ Cost Estimates
- ✓ Right of Way Research

City of Moreno Valley, Juan Bautista de Anza Historic Corridor, Multi-Use Trail from El Potrero Park to Iris Avenue

The multi-use trail consists of a mixed bike path and pedestrian walkway. The project will add new sidewalk, curb, ADA curb ramps, and stormwater facilities. EPIC performed a right of way cost estimation and preliminary utility research and relocation coordination for the initial phase of the Trail project, previously known as the Moreno Valley Bike Path or Aqueduct Trail System project. During Phase II, EPIC provided title examination, real estate appraisal and appraisal review, acquisition negotiation services, escrow coordination, utility relocation coordination, and Caltrans Right of Way Certification support in compliance with federal aid requirements. EPIC's team negotiated with the owners of four (4) private properties impacted in this project to acquire right of way. EPIC also acquired permission grants (i.e. Right of Entry or Donations) for two parcels owned by Val Verde Unified School District.

Features:

- ✓ Right of Way Cost Estimate
- ✓ Preliminary Utility Research
- ✓ Utility Relocation Coordination
- ✓ Acquisition Negotiation
- ✓ Appraisal Services
- ✓ Caltrans ROW Certification

Active Transportation Projects (ATP)



City of Ontario, ATP Cycle I Safe Routes To School (SRTS) Sidewalk Project

The City of Ontario ATP Cycle I Safe Routes To School Sidewalk Project provides new sidewalk/ pedestrian facilities for Bon View Elementary, Corona Elementary, and Euclid Elementary. EPIC provided right of way acquisition and appraisal services to acquire three parcels for this ATP Cycle I project which supports the construction of pedestrian improvements near Bon View Elementary School and Euclid Elementary School in Ontario. EPIC provided appraisals for three properties and acquired the right of way from properties needed to construct missing sidewalks and pedestrian facilities. EPIC also provided title reports, escrow coordination and acquisition negotiations. All work was performed in accordance with ATP requirements/standards, Caltrans Local Assistance Procedures Manual (LAPM), Local Assistance Program Guidelines (LAPG), and City guidelines. This project is funded through the Active Transportation Program (ATP) administered by Caltrans.

Project Features:

- ✓ Title Review and Clearance
- ✓ Appraisal & Appraisal Review
- ✓ Acquisition Negotiations
- ✓ Escrow Coordination
- ✓ Active Transportation Program (ATP) funding
- ✓ Caltrans Right of Way Certification



City of Fontana, Safe Routes to Schools (SRTS) Pedestrian Improvement Project

The EPIC team is providing right of way services for this federally funded project to acquire Permits to Enter and Construct. The acquisition of property rights are required to construct the improvements to sidewalks, curb and gutter ramps, street striping, and traffic signs. Up to 56 individual parcels will be temporarily impacted by the project construction and 18 individual parcel impacts will require permanent easement acquisition of a small “sliver” area to accommodate new sidewalk facilities. EPIC is performing right of way services to complete title review, appraisal, appraisal review, acquisition negotiations, and escrow coordination in accordance with local and state guidelines. As part of our services, EPIC will also compile all documentation required for the City to file and obtain Caltrans Right of Way Certification, as required by state and federally funded projects. This project is funded through the Active Transportation Program (ATP) administered by Caltrans.

Project Features:

- ✓ Title Review and Clearance
- ✓ Appraisal & Appraisal Review
- ✓ Acquisition Negotiations
- ✓ Escrow Coordination
- ✓ Active Transportation Program (ATP) funding
- ✓ Caltrans Right of Way Certification

Transit & Rail Project Experience



San Bernardino County Transportation Authority (SBCTA) Railroad ROW Property Management

EPIC's Assistant Regional Manager for the Inland Empire, Darcy Mendoza, is the Property Manager overseeing the management of 70 miles of SBCTA-owned right of way for the San Gabriel, Baldwin Park, and Redlands Subdivisions. Darcy and the EPIC team have analyzed approximately 950 non-revenue agreements and maintains oversight of 87 revenue agreements producing over \$400,000 in annual income for SBCTA. Other tasks involve creating new licenses/agreements, developing master utility agreements, enforcing agreements, oversight of maintenance and collecting lease and license fees. EPIC's GIS department has established a database to record and store information for each tenant, along with the creation of a map book that provides details for each of the subdivisions.

Features:

- ✓ Property Management
- ✓ Revenue Agreement oversight
- ✓ New License agreements
- ✓ Lease and License Fee collections
- ✓ Master Utility Agreements
- ✓ GIS Map Exhibits

San Bernardino County Transportation Authority (SBCTA), West Valley Connector Bus Rapid Transit (BRT)

EPIC was selected by SBCTA to perform Right of Way services for this new BRT corridor to improve OmniTrans service in the communities of Pomona, Montclair, Upland, Ontario, and Rancho Cucamonga. EPIC is managing the delivery of Appraisal, Right of Way Acquisition, and Relocation Assistance services for impacts 56 larger parcel groupings possessed by 53 unique property owners. Due to the dedicated bus lane design in this section, 10 of the 56 parcels will be acquired as full takes and resulting in 25 relocation assistance cases (consisting of 17 businesses and 8 residential displacements). Property types included commercial retail suites, motels, restaurant franchises with vehicle drive-thru access, gas stations, auto repair and auto dealers. Due to Federal Transit Administration (FTA) funding for this project, EPIC is performing quality assurance reviews to ensure that the acquisition and relocation programs are performed in accordance with the Uniform Act and California Government Code Title 1 and Title 25.

Features:

- ✓ Appraisal and Appraisal Review
- ✓ 50+ Parcel Acquisitions
- ✓ 30+ Residential and Non-Residential Relocations
- ✓ Interim Property Management

Bridge Replacement Projects



City of Lake Elsinore, Temescal Canyon Bridge & Road Realignment

The City of Lake Elsinore is replacing the 97-year-old Temescal Canyon Bridge Over Temescal Wash. EPIC is the right of way and utilities subconsultant to the design engineer on this project. EPIC performed negotiations with two property interests to acquire rights of way required to construct the project improvements. EPIC performed comprehensive right of way acquisition services, including title review, title clearance, obtained real estate appraisal valuations, offer package preparation, and negotiations with property owners. EPIC's in-house Utility Services department performed initial utility research, cost estimates, collection of as-builts, determination of liability, and coordination with utility companies to protect-in-place or relocate their facilities in this bridge rehabilitation project. Due to Caltrans funding oversight, all tasks were performed in accordance with Caltrans Local Assistance Procedures Manual (LAPM) and the Caltrans Right of Way Manual.

Features:

- ✓ Cost Estimates
- ✓ Title Review and Clearance
- ✓ Appraisal and Appraisal Review
- ✓ Acquisition Negotiation
- ✓ Utility Coordination
- ✓ Caltrans District 8 Oversight



City of Barstow North First Avenue Bridge over BNSF Railway

Utilizing Caltrans Highway Bridge Program funds, the City of Barstow replaced the North First Avenue Bridge to correct structural deficiencies. EPIC provided full-service right of way, utility coordination and property management services in compliance with Caltrans District 8 regulations. EPIC performed right of way cost estimates, title clearance, appraisal coordination, negotiations to acquire rights to 21 commercial and residential properties. Relocation assistance services were provided for 11 residential homes and one commercial business. Upon property vacancies, EPIC coordinated site security and maintenance for properties, including board-up, locks, security fencing, and other tactics were installed to mitigate trespassing. EPIC ultimately oversaw the complete demolition of the properties to prepare for bridge construction.

Features:

- ✓ Cost Estimates
- ✓ Title Review and Clearance
- ✓ Appraisal Coordination
- ✓ Acquisition Negotiation
- ✓ Utility Coordination
- ✓ Caltrans District 8 Oversight



Roadway / CIP Project Experience



City of Jurupa Valley

Van Buren Boulevard Widening, from Limonite Avenue to the Santa Ana River

Jurupa Valley constructed a new sound wall and widened Van Buren Boulevard to provide six (6) total lanes, three (3) in each direction. The project will reduce traffic congestion and includes include new ADA curb ramps and gutters. The project will restripe the already widened area to provide a third lane in each direction from Clay Street across existing bridge over the Santa Ana River. EPIC performed appraisal and right of way acquisition services for the City to acquire rights to six parcels impacted by this municipal capital improvement project. EPIC provided comprehensive right of way services to appraise, clear title, and acquire rights to sixteen (16) individual parcels on Limonite and six (6) parcels on Van Buren Boulevard. EPIC's tasks included scheduling and quality control for title report examination, appraisal coordination, and acquisition negotiation.

Features:

- ✓ Title Report Examination
- ✓ Appraisal Coordination
- ✓ Acquisition Negotiation
- ✓ Escrow Coordination
- ✓ Project Close-out

City of Chino

Riverside Drive Capital Improvements

This ambitious Capital Improvement Program improved the 4-lane arterial by adding 62 new ADA-compliant curb ramps, concrete sidewalks, gutter, cross gutter, storm drain improvements, signage, striping, and traffic signal improvements at 3 intersections. EPIC negotiated and acquired all property easements and rights of way to clear the project for construction. As part of EPIC's on-call right of way services contract with the City of Chino, EPIC negotiated with 34 property owners to obtain dedications for ADA ramp and sidewalk compliance in this resurfacing project. Several Southern California Edison poles also needed to be relocated as part of the project. Earlier this year, the American Public Works Association Inland Empire Branch (APWA/IE) awarded the City of Chino 2022 Project of Year in the "Outstanding Public Works Rehabilitation" category for the Riverside Drive Accessibility Improvements Project.

Features:

- ✓ Capital Improvement Project (CIP)
- ✓ Title Review
- ✓ Acquisition Negotiation
- ✓ Utility Coordination
- ✓ Caltrans District 8



Client References

We value our clients and strive to maintain relations with the agencies we frequently represent. We invite you to reach out to our clients and discuss how EPIC can support your project goals.

Jazmine Pena, Associate Engineer

City of Fontana

(909) 350-6648 | JPena@fontana.org

Project: Safe Routes to Schools (SRTS) Pedestrian Improvements Project

Kahono Oei Senior, Civil Engineer

City of Jurupa Valley

(951) 332-6464, ext. 145 | koei@jurupavalley.org

Project: Limonite Avenue & Van Buren Boulevard Widenings

Brad Merrell, Consulting City Engineer (Merrell Johnson Companies)

City of Barstow

(360) 582-2478 | kcole@sequimwa.gov

Project: North First Avenue Bridge over BNSF Rail Yard

Victor Lopez, P.E., Director of Transit and Rail Programs

SBCTA

(909) 889-8611 | vlopez@gosbcta.com

Project: West Valley Connector Bus Rapid Transit (BRT)

Project Approach

EPIC's Approach and Methodology

The City of Montclair is seeking a qualified consulting firm to provide General Real Estate Consulting Services on an as-needed, on-call basis. Professional services required by the City may include on-call real property and right of way acquisition, relocation, property management, title, escrow, appraisal, and other general real estate-related tasks.

EPIC is prepared to resolve real property issues as they relate to the City's improvement projects as an on-call, right of way consultant. EPIC will perform all right of way and property acquisition services in close coordination with the City and in accordance with county, state, and federal policies and procedures wherever applicable including Title VI of the Civil Rights Act of 1964, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the URA regulations that became effective in February 2005.

EPIC's right of way team are currently performing appraisal and acquisition services for approximately 12 property owners for the City's Murrieta Hot Springs Road Improvement Project. This 15-acre project along Margarita Road to Winchester Road is part of the City's Capital Improvement Program (CIP).

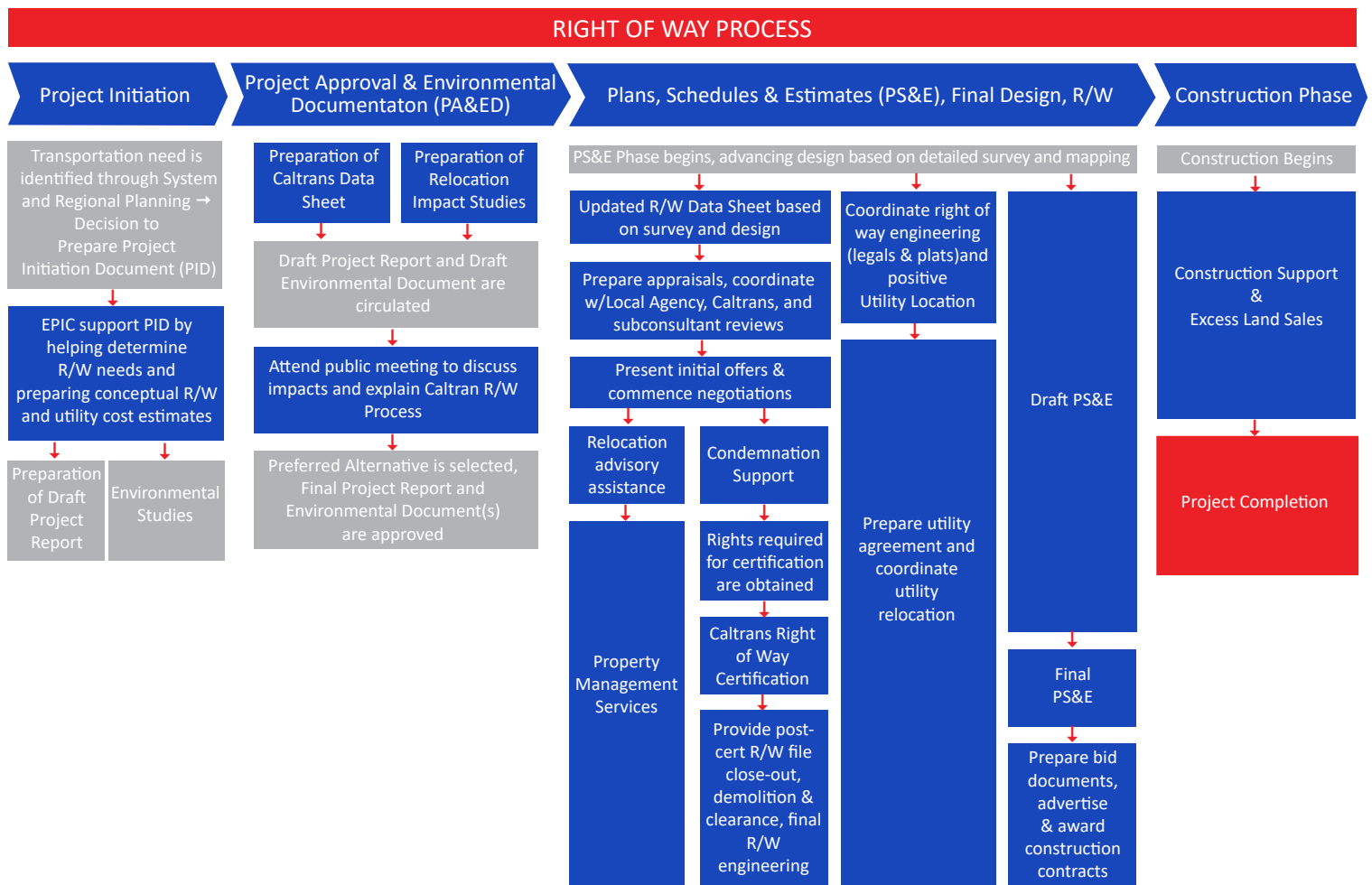


Regardless of project funding, EPIC's approach always adheres to the Uniform Act and Caltrans Right of Way Manual and Local Assistance Procedures Manual (LAPM) guidelines. EPIC routinely supports Caltrans Right of Way Data Sheets, Right of Way Certification and Utility Relocation Coordination, which require substantial knowledge of Caltrans District 8 procedures, forms and requirements. Under this contract, EPIC will provide comprehensive right of way and real property consulting services for the City of Montclair, as needed.

Right of Way Program Built for Federal-Aid Projects

EPIC's approach for all acquisition projects are in accordance with the Federal Civil Rights Act of 1964 and Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as amended in 1987 (the Uniform Act), and the Caltrans Right of Way Manual. To protect public agency's funding sources, EPIC follows the Caltrans Right of Way Manual and Caltrans Local Assistance Procedures Manual (LAPM) in every project we undertake. From the Notice to Proceed to Project Close-Out, our file documentation and project methodology adheres and conforms to these critical guidelines.

EPIC's comprehensive slate of services covers all phases of right of way, from project development through construction, in compliance with Caltrans and federal-aid programs:



Scope of Services

This section outlines EPIC's description of the right of way program and services being proposed for this contract. It is EPIC's privilege to offer the following services to the City:

Project Management

Our team will work closely with the City and its consultants to review project assignments and establish lines of communication, procedures and protocols, and will work to keep the team on track to reach goals. To track and manage ongoing right of way project tasks and budget, EPIC will:

- Oversee all activities performed under the right of way contract.
- Coordinate with any federal and state oversight agencies as directed by the City.
- Ensure that all consultants have appropriate licenses for the scope of work.
- Coordinate team, subconsultant, and client meetings.
- Prepare and maintain a detailed project schedule and provide progress reports.
- Coordinate with all stakeholders.
- Maintain project files.
- Develop and maintain a quality assurance/quality control plan

Integrated Risk Management: *A unique aspect of EPIC's project management approach is the integration of a comprehensive right of way risk management assessment developed at project inception. In this process, all cost and schedule risks potentially affecting the right of way program are identified, analyzed, and ranked. Solutions to mitigate each risk are developed and assigned to the appropriate project team members with specific target dates established as milestones for completion. Having delivered some of the most complex acquisition and relocation projects in Southern California, our team has found it invaluable to focus not merely on the administration of the right of way process, but also on the larger programmatic concerns that interface with acquisitions and relocations.*

In-House Appraisal Services

Estimates of value, or appraisals, are required to determine Just Compensation for proposed property acquisitions. Appraisals will conform to the Uniform Standards of Professional Appraisal Practice (USPAP), the Appraisal Institute's Code of Ethics, and federal policies and regulations, where applicable. EPIC appraisers are certified by the State of California, members of the Appraisal Institute and are qualified to provide expert witness testimony. All appraisal assignments begin with a detailed approach to understanding property issues and basic property

Avoid Delays By Quickly Obtaining and Reviewing

Title: One noteworthy contingency for the completion of survey and appraisal tasks is the timely availability of preliminary title reports (PTRs)—The sooner the survey or appraisal team has the title reports in-hand, they can compete their work and stay consistent with the property definitions. Our title subconsultant—Commonwealth—can quickly provide any title reports needed by the City. Commonwealth’s local branches typically handle 3,200 orders per month. Commonwealth previously completed highway corridor projects in excess of 500 parcels such as the RCTC Route 91 Corridor Improvement Design-Build Project.

For the City of Chino’s Riverside Drive Capitol Improvement Project, EPIC negotiated with 34 property owners to obtain dedications for ADA ramp and sidewalk compliance.

identifications. Appraisers review public and private databases to analyze zoning, general plan, and other public information related to any appraisal assignment. Appraisers then reconcile these various indications of value into a single estimate. After the appraisal has been performed, a “before and after” methodology appraisal report to determine lost value to the property owner after a public project is complete.

Appraisal Reviews

In accordance with Caltrans oversight projects, an independent third-party appraisal review is required for the acceptance and approval of the amount of Just Compensation. As needed, EPIC will enlist an independent third-party to perform appraisal reviews. Our team is prepared to monitor and mentor any appraisal subconsultant just as we would with our own employees. They will have full access to all the tools available to our in-house appraisers and will be

Title Examination Services & Preliminary Title Reports

Securing preliminary title reports quickly is very critical. At the time of Notice to Proceed, EPIC will obtain a Preliminary Title Report for the impacted parcels. These reports will provide information required by the appraiser when preparing the Just Compensation analysis. Title Services involve obtaining and reviewing title reports to verify ownership and identify any easements or encumbrances. One report will be obtained for contiguous parcels with the same owner. Updated preliminary title reports will be obtained as needed.



Acquisition/Negotiation Services

EPIC is responsible for the entire acquisition process. Property acquisition requires that EPIC negotiate with property owners or appointed representatives for the purchase of property rights in good faith. The property acquisition process is performed in close coordination with the City and in accordance with the Uniform Act whenever necessary. EPIC agents are regularly trained in acquisition negotiation skills through International Right of Way Association coursework, Caltrans training and through experience with federal, state and local projects.

We expect to provide the following services and high degree of care for every acquisition negotiation:

- **Offer Package Preparation:** First, an Offer Package template is submitted to the City for quality review and approval. EPIC then prepares the Offer Package for each parcel based on the City-approved Just Compensation. Offer Packages may include an Offer Letter, Summary Statement of Just Compensation (appraisal summary), Acknowledgment Receipt, legal descriptions, plat maps, grant deeds and easements, Purchase Agreement and Title VI brochure. Caltrans projects require that a copy of the formal summary appraisal report be provided to the owner with the first written offer.
- **Immediate Engagement with Owners:** EPIC assigns one agent to be the primary point of contact for each property owner. As soon as possible, EPIC agents present the written Offer Package to the impacted property owners or their authorized representatives. Early interaction with the property owner saves time in negotiations after the offer is made. EPIC agents will take the necessary time to advise property owners with detailed explanation of the property interest being acquired, the proposed construction detail as it affects the property, as well as the entire acquisition process. Agents will answer any questions or concerns the owners may have.
- **Good Faith Negotiation:** EPIC is aware of the sensitive nature of unwanted acquisitions from the point of view of affected property owners. For the remainder of the negotiation schedule will maintain close communication with property owners to establish a positive rapport and working relationship with the property owner to build trust and create an atmosphere in which successful negotiations can occur. Epic agents will make as many contacts with each owner as the City believes necessary to acquire the property or secure an easement.
- **Reasonable Offer Timeline:** Property owners are given reasonable time to consider the City's offer and present material relevant to value determination (generally a minimum of 30 days or three contacts).
- **Tenant Consideration:** Early in the process, EPIC will ascertain if property owners have tenants leasing their property. EPIC understands the relationship between a property owner and a tenant and the need to address all tenant concerns. At the owner's or tenant's request, EPIC will meet with the tenant to discuss the project and ways that the impact to the tenant can be mitigated.
- **Diary Entries:** Each contact with property owners and tenants is documented (including the date, place and names) and maintained in the parcel file throughout the negotiation process.
- **Purchase Agreement Amendments:** To minimize the impact of project on affected persons and help address and alleviate some of the owner and tenant concerns, EPIC can suggest amendments or

EPIC's services and deliverables adhere to current Caltrans requirements for federally funded projects and are performed in accordance with all city and state standards, policies, and procedures.



- special provisions to agreement language. EPIC will work closely with the City and the impacted property owner/tenants to determine which concessions can be made without adversely impacting the project construction and project costs.
- **Recommendations and Counter-Offers:** Review and consider counter-offers, make recommendations and obtain City approval before accepting the owner's counter offer or making a second counter offer.
- **Innovative Final-Stage Negotiation:** EPIC developed Summit Meetings as a highly successful approach to resolve issues and assist in avoiding eminent domain/condemnation proceedings. EPIC sets up a meeting with all individuals who have project information and decision-making authority. Although the meeting can last several hours, we are usually able to reach agreement on all issues.
- **Fair Settlement:** It is one of EPIC's highest priorities to negotiate a fair, mutually agreeable settlement between the City and the property owner, resulting in escrow. Once an agreement has been reached, EPIC obtains the owner's signature, notarized when necessary. EPIC promptly transmits all executed documents on successfully negotiated parcels to City for acceptance and signature. We will then deliver purchase agreements to the title and escrow subconsultants and perform all title clearance.
- **Legal Recourse:** EPIC will continue negotiations with the property owners until every effort has been exhausted and it appears that the only remaining method of acquisition is through legal proceedings (i.e. a Recommendation for Condemnation).

Rights of Entry and Encroachment Permits

EPIC will guide the City to obtain any necessary Encroachment Permits or Rights of Entry permits from local public agencies if it is necessary to cross any property owned by the public agencies. These agreements will inform the property owner of the purpose and impact of each permit.

Escrow/Closing Services

Once EPIC has obtained the property owner and City's signature on acquisition agreement(s) we will open escrow and coordinate escrow requirements with property owner. We provide draft escrow instructions to the City for approval. EPIC will work with a third-party title company to perform title clearance. EPIC will review the Title Reports and work to ensure that the property can be conveyed to the City without any unacceptable liens, Covenants, Conditions, and Restrictions (CC&Rs) and other encumbrances. We coordinate payment between the Grantor, City and the Escrow Company. EPIC will obtain the City's signature on Certificates of Acceptance and all other necessary documentation such as recorded grant deeds and temporary construction easement deeds to convey title. At the close of the transaction, we obtain the final title policy, review closing statements and submit to City for approval and close escrow.

Escrow Cost-Saving Option: *If the only property interests acquired are confirmed to be temporary construction easements (TCE), EPIC can work directly with the City to process an “in-house escrow” and reduce escrow closing fees.*

Relocation Plan (Required for Federal-Aid Projects)

EPIC can prepare a Relocation Plan to analyze relocation options, anticipate all costs, outline the needs of residents, and outline plan for claim disbursements. The plan will verify the feasibility of anticipated relocations and forms an itemized project budget, including lodging, meal, transportation, and moving expenses. To prepare the Relocation plan, EPIC may interview displaced occupants to understand challenges and better estimate relocation costs. The Relocation plan will be prepared in accordance with state guidelines, rules, and regulations

Relocation Assistance Services

EPIC's project team prides itself on its ability to administer a relocation program that recognizes the delicate nature required when moving people from their homes or places of business. Being sensitive to displaced persons' concerns is not only beneficial to the project, but also goes a long way toward alleviating the very human, sometimes traumatic, reaction faced by property owners who are unexpectedly displaced. Apart from the people affected by relocation activities, appropriate notices are one of the most important parts of a relocation program. Providing notices to affected persons in a timely manner can save the City money and protect the affected person(s) from unnecessary hardships.

No Language Barriers: *EPIC employs acquisition and relocation agents that are fluent in the Spanish speaking language to help in the easy flow of communications with property owners and the community at large.*

Condemnation/Eminent Domain Support

When negotiating for acquisitions, EPIC works to avoid eminent domain whenever possible. While it is EPIC's ultimate goal to negotiate a fair settlement between the City and the property owner, sometimes it is necessary to resolve valuation or design differences in court. If eminent domain procedures do become necessary, EPIC will prepare summary memos outlining efforts made and the reason(s) for impasse. We will work closely with the City's eminent domain counsel and we will prepare an impasse letter addressed to the property owner and begin eminent domain tasks. These tasks include preparation of litigation briefings, tracking Resolution of Necessity hearing dates as needed and attending Resolution of Necessity hearings. Each owner contact will be documented (including the date, place and names) and maintained in the parcel file throughout the negotiation process.

Utility Relocation

EPIC has a dedicated Utility Services Department to research Utility Conflicts, perform Utility Design QA/QC, Determine Liability of utility relocation, and Certify the Utility Relocations with Caltrans District 8. All of EPIC's utility services are performed following the Caltrans LAPM process. The EPIC Utility Manager coordinates with the City, utility companies and applicable stakeholders for all work involved in identifying, protecting, removal and/or relocation of utility facilities necessary for the project. We identify all

EPIC's Utility Services Team provided supervision of 25 pothole investigations and utility coordination for over 100 utility facility relocations for the City of Menifee's Bundy Road/Scott Road Widening project (pictured right).



utility owners in the project area, conduct site verifications and confirm who has prior rights and determine if any of their utility facilities conflict with the project design. A utility matrix will be prepared identifying utility owners, descriptions of facilities, dispositions (i.e. protect, relocate, abandon) and initial liability determinations. If conflicts exist, we review project plans with the engineering design team to determine utility alternatives and meet early with utility owners to determine liability and identify which utilities will be moved to accommodate the proposed project. This is critical as determination of liability is becoming more of an issue in today's projects and can cause major delays or increase expense due the involvement of legal counsel. EPIC then provides coordination for the successful relocation of utility facilities identified as conflicts. The Utility Services Team ensures timely and successful Certification of the utility relocations with Caltrans District 8.

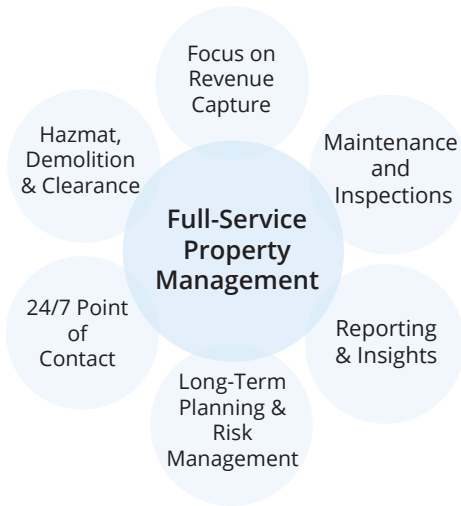
Caltrans Right of Way Certification / Project Close-Out

All state and federally funded projects require Caltrans right of way certification. If needed, EPIC will work to obtain right of way certification which documents that real property interests have been secured, that the site will be vacated prior to construction, and that all right of way activities were conducted in accordance with applicable Caltrans policies and procedures.

Ensure Caltrans Approves R/W Certification Package on First Submittal: *For federal aid projects, EPIC will work closely with the Caltrans District 8 Right of Way Local Programs department to perform a preliminary review of the Certification package to check for quality, completion, and compliance ahead of the official Right of Way Certification submittal which will mitigate delays.*

Property Management & Maintenance

Services include:



Property Management Services

EPIC is one of the only right of way consulting firms in Southern California that offers full-service property management solutions specifically suited for property owned by public agencies. Our objectives are to maximize revenues, maintain safety and security, reduce maintenance costs, and minimize liability for our clients.

Interim Property Management Services

EPIC is prepared to handle interim property management activities as needed to manage properties acquired by the City. Tasks may include collection of lease payments, managing and maintaining licenses, leases, and rental agreements for acquired properties, pursuing collection of delinquent rents when necessary, setting up a client bank account and reconcile with the income and expense reports, prepare monthly income and expense reports, performing site visits periodically to monitor for encroachments, safety issues, and property maintenance tasks.



EPIC is currently contracted with the City of Riverside to perform On-Call Property Management Services.

Property Maintenance & Site Inspections

EPIC has developed proactive programs to periodically inspect client property for code enforcement and easement compliance issues, environmental concerns, and unauthorized uses by third parties. EPIC will identify unpermitted encroachments and unlawful activities, notify trespassers of the need to vacate, engage code enforcement authorities on corrective action noticing, take timely action on any violations, and log all findings and actions in a database. EPIC can also work with the encroaching entity to install a permit, lease, or license if the use is deemed acceptable by the City and will work with qualified maintenance professionals, general contractors, and construction managers to handle large or small emergency repairs.

Specialty Services: Surplus Land Sales

Experts in Public Auction of Remnant Parcels

EPIC is the City of Montclair’s local expert in the proper disposal of remnant parcels owned by public agencies and the public auction process. EPIC’s team of experienced real estate agents will use proven processes for auctioning remnant parcels, using existing Request for Offer and marketing templates and processes that have been used successfully to sell over \$15 million dollars in excess land sales over the last 10 years. EPIC will leverage our Esri ArcMap technology to perform GIS analysis for every parcel sale to identify property owners within 500 feet radius that may have an interest in buying.

EPIC offers a wealth of previous project experience in excess land disposal and surplus property brokerage:

SOLD OVER \$15 MILLION	Value of excess lands sales for local agencies in last five years.
HIGH-TOUCH BROKERAGE SERVICES FOR PUBLIC AGENCIES	Relationships with local public agencies, land developers, and other interested buyers we can notify of the sale, and proven sales strategies to successfully dispose surplus property.
STREAMLINED APPROACH	Over eight (10) experienced real estate agents employed by EPIC will use sales package templates and proven marketing strategies that have been previously deployed and leverages for other public agencies.
GIS ANALYSIS	EPIC’s in-house GIS mapping team will perform a fast GIS analysis to identify property owners within 500 feet radius of each surplus property sale to identify potential buyers and comply with the Surplus Land Act regulations.

Understanding of the Surplus Land Act

The California Surplus Land Act of 2019 requires that when cities, counties, transit agencies, and other local agencies sell or lease their land, they must prioritize it for affordable housing development. In short, the Surplus Land Act of 2019 deals with a requirement to use the land for affordable housing when applicable. EPIC staff are required to stay current and educated on the latest guidelines and updates to the law, such as changes that started January 1, 2021, which stipulates that local agencies are required to send, and the California Department of Housing and Community Development (HCD) is required to review, negotiation summaries for each surplus land transaction in the state. HCD is also required to notify local agencies of violations and may notify the Attorney General and assess fines, as necessary.



Billing Rate Schedule

The rates below reflect EPIC’s direct salary rates for individuals that are currently anticipated to participate in work under this contract. The actual rate billed shall be based on the direct salary of the individual having performed the work, plus overhead and profit. These rates will be re-calculated at the beginning of each calendar year up to the amount of change in the Consumer Price Index, not to exceed five percent (5%). Staff billing rates provided include the Federal Acquisition Regulations (FAR) approved overhead rate for Epic Land Solutions, Inc. and are suitable for state and federally funded projects. If the NTP is received after 120 days from this proposal, fees and billing rates may require revision.

Title/Classification	Direct Labor	OH	Profit	Fully-Loaded Rate
Advisory Manager	\$75.96	164.93%	10%	\$221.36
Senior Project Manager II	\$60.10	164.93%	10%	\$175.15
Senior Project Manager I	\$57.69	164.93%	10%	\$168.12
Project Manager	\$48.08	164.93%	10%	\$140.12
Senior Right of Way Agent II	\$38.00	164.93%	10%	\$110.74
Senior Right of Way Agent I	\$33.65	164.93%	10%	\$98.06
Right of Way Agent III	\$32.21	164.93%	10%	\$93.87
Right of Way Agent II	\$31.61	164.93%	10%	\$92.12
Right of Way Agent I	\$30.05	164.93%	10%	\$87.57
GIS Analyst	\$45.67	164.93%	10%	\$133.09
Utility Services Lead	\$57.69	164.93%	10%	\$168.12
Utility Coordinator II	\$35.10	164.93%	10%	\$102.29
Utility Coordinator I	\$34.13	164.93%	10%	\$99.46
Senior Appraiser	\$64.90	164.93%	10%	\$189.13
Senior Appraisal Coordinator	\$33.97	164.93%	10%	\$99.00
Budget & Financial Controls	\$39.66	164.93%	10%	\$115.58
Administrative Support	\$28.85	164.93%	10%	\$84.08

Other Direct Costs	Rate
Mileage	At IRS Allowable
Postage/Overnight Delivery	At Cost
Property Ownership and Tenant Data	\$100/per month
Potholing	At Cost
Outside Services (Vendors & Subconsultants)	At Cost



Thank you for reviewing our proposal!

Please contact:

Darcy Mendoza, SR/WA, R/W-NAC

Assistant Regional Manager | Epic Land Solutions, Inc.

(951) 321-4748

**dmendoza@epicland.com &
proposalteam@epicland.com**

Epic Land Solutions, Inc.

Riverside Regional Office

3850 Vine Street, Suite 200

Riverside, CA 92507



CITY COUNCIL AGENDA REPORT

DATE: AUGUST 21, 2023 **FILE I.D.:** GRT125
SECTION: CONSENT - RESOLUTIONS **DEPT.:** HUMAN SVCS./PUBLIC WORKS
ITEM NO.: 1 **PREPARER:** A. COLUNGA

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 23-3418 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR GRANT FUNDS FOR THE COMMUNITY RESILIENCE CENTERS PROGRAM FROM THE STRATEGIC GROWTH COUNCIL AND AUTHORIZING THE EXECUTION OF APPLICATION-RELATED DOCUMENTS BY THE CITY MANAGER OR THEIR DESIGNEE

REASON FOR CONSIDERATION: The City Council is requested to consider adoption of Resolution No. 23-3418 authorizing the submission of an application for grant funds for the Community Resilience Centers program from the Strategic Growth Council and authorizing the execution of application-related documents by the City Manager or their designee.

BACKGROUND: The California Strategic Growth Council (SGC) released a request for applications for Round 1 of the Community Resilience Centers (CRC) Program in May 2023. SGC received a \$110 million General Fund appropriation in Fiscal Year (FY) 2022-23 to implement the program through the provision of grants, staff support, and third-party technical assistance. Of the total funds, \$98.6 million will be available for Round 1 grants. SGC's CRC program will fund planning, development, construction, and upgrades of neighborhood-level Community Resilience Centers to provide shelter and resources during climate and other emergencies, such as extreme heat events and poor air quality days. The program will also fund ongoing year-round community services and programs, such as food distribution and workforce development training, which build overall community resilience.

CRC Planning Grants are intended to help communities in initial stages of CRC project development by funding planning and pre-development, community engagement and coordination, site preparation, and other activities necessary to prepare for future CRC rounds of funding and other related funding opportunities. Planning Grant awards will range from \$100,000 to \$500,000 each, with a grant term of approximately two (2) years, with the option to extend on a case-by-case basis.

The City will work with an identified consultant to conduct community engagement and develop the Community Resilience Center Plan. This Plan will evaluate the most suitable location for the resilience center to best serve the community, including those disproportionately impacted by these climate threats.

FISCAL IMPACT: Adoption of proposed Resolution No. 23-3418 would have no direct fiscal impact on the City's General Fund at this time, but may result in the award of up to \$500,000 for the development of the City's Community Resilience Center Plan.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 23-3418 authorizing the submission of an application for grant funds for the Community Resilience Centers program from the Strategic Growth Council and authorizing the execution of application-related documents by the City Manager or their designee.

RESOLUTION NO. 23-3418

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR GRANT FUNDS FOR THE COMMUNITY RESILIENCE CENTERS PROGRAM FROM THE CALIFORNIA STRATEGIC GROWTH COUNCIL AND AUTHORIZING THE EXECUTION OF APPLICATION-RELATED DOCUMENTS BY THE CITY MANAGER OR HIS DESIGNEE

WHEREAS, the City of Montclair proposes to implement the Montclair Community Resilience Center Planning Project;

WHEREAS, the City of Montclair has the legal authority and is authorized to enter into a funding agreement with the State of California and the California Strategic Growth Council; and

WHEREAS, the City of Montclair intends to apply for the Planning grant funding from the California Strategic Growth Council's Community Resilience Centers (CRC) Program for the Montclair Community Resilience Center Planning Project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Montclair as follows:

1. That the City of Montclair City Manager or designee is hereby authorized and directed to prepare and file an application for funding with the California Strategic Growth Council and take such other actions as necessary or appropriate to obtain grant funding.
2. The City of Montclair City Manager or designee is hereby authorized and directed to execute the funding agreement with the California Strategic Growth Council and any amendments thereto.
3. The City of Montclair City Manager or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

APPROVED AND ADOPTED this XX day of XX, 20XX.

Mayor

ATTEST:

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 23-3418 was duly adopted by the City Council of the City of Montclair and was approved by the Mayor of said city at a regular meeting of said City Council held on this XX day of XX, 20XX, 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: AUGUST 21, 2023

FILE I.D.: CYC320

SECTION: BUSINESS ITEMS

DEPT.: CITY MGR.

ITEM NO.: A

PREPARER: A. MYRICK

SUBJECT: CONSIDER PROVIDING DIRECTION TO STAFF RELATED TO A REQUEST BY THE JEWISH FEDERATION OF THE GREATER SAN GABRIEL AND POMONA VALLEYS FOR THE CITY COUNCIL TO ADOPT A RESOLUTION DENOUNCING ANTISEMITISM AND ALL FORMS OF HATRED

REASON FOR CONSIDERATION: The City Council received a request from the Jewish Federation of the Greater San Gabriel and Pomona Valleys requesting the City Council adopt a resolution denouncing antisemitism and all forms of hatred.

BACKGROUND: The Jewish Federation of the Greater San Gabriel and Pomona Valleys (JF-SGPV) mailed letters to the Mayor and City Council of Montclair in March and June of 2023, requesting the City Council adopt a resolution condemning antisemitism and all forms of hatred. While a copy of the March letter could not be located, a copy of the letter dated June 29, 2023, is attached (Attachment 1).

At the City Council meeting on August 7, 2023, the City Council requested staff place this item on the agenda for discussion at the next Council Meeting.

Also provided as attachments to aid in the discussion are the following:

- Letter from JF-SGPV Executive Director Jason Moss to a local newspaper published on June 10, 2023 (Attachment 2).
- Article published July 9, 2023 in the Pasadena Star-News (Attachment 3).
- City of Ontario — Resolution No. 2023-054 condemning and rejecting antisemitism and supporting the International Holocaust Remembrance Alliance by affirming Ontario's commitment to ensuring our community is a safe and welcoming place (Attachment 4).
- City of Upland — staff report and resolution condemning hate crimes and any other forms of racism, religious or ethnic bias, discrimination, incitement of violence, or targeting a minority (Attachment 5).
- City of Montclair — Resolution No. 21-3305 denouncing racism, xenophobia, violence, and intolerance against members of the Asian American and Pacific Islander communities in the United States, and affirming the City of Montclair's commitment to the well-being and safety of all residents regardless of race, religion, national origin, disability, sex, gender expression, age, sexual orientation or military/veteran status (Attachment 6).

FISCAL IMPACT: No fiscal impact is anticipated.

RECOMMENDATION: Staff recommends the City Council provide direction to staff related to a request by the Jewish Federation of the Greater San Gabriel and Pomona Valleys for the City Council to adopt a resolution denouncing antisemitism and all forms of hatred.



June 29, 2023

President
Julie Solberg
Vice President
David Levy
Mayor Javier "John" Dutrey
City of Montclair
5111 Benito Street
Montclair, CA 91763

Chief Financial Officer
John Carlton*

Secretary
Julie Bank

Board of Governors
Mickey Bernath
Avi Bilu
Julie Gamberg
Lawrence Lurvey
Jeanine Mann
Stuart Miller*
Oran Reznik

* Past Federation President

Executive Director
Jason Moss, MSW, MAJCS

Program and Community
Outreach Director
Rebecca Russell

Cultural Arts
Program Coordinator
Cantor Judy Sofer

Operations and
Communications Manager
Karen Galeana

PJ Library and PJ OurWay
Program Coordinator
Debby Singer

Camp Gan Shalom Director
Annabella Tornek

Dear Mayor Dutrey,

In March, I sent you the enclosed letter, asking the City of Montclair to join our effort to combat antisemitism and all forms of hate. I sent similar letters to your fellow mayors who govern the 48 cities the Jewish Federation of the Greater San Gabriel and Pomona Valleys covers.

Since that time, the following cities have taken action, and I was invited to speak to their respective City Councils: **Claremont, Upland, Monrovia, Alhambra, Sierra Madre, San Gabriel, Temple City, Pasadena, Whittier, Diamond Bar, Walnut, South Pasadena, and Ontario.** And yet, I have not heard from your city. Now is the time.

In May, the White House launched its US National Strategy to Counter Antisemitism. This national approach to counter antisemitism is the first of its kind in the US and includes over 100 action steps that touch on all aspects of society and governmental agencies' involvement.

I am asking you and the City of Montclair to do your part and support this national strategy by publicly denouncing antisemitism and all forms of hatred and showing that these incidents taking place across the country do not reflect the values and ideals of your city and its citizens. Use YOUR voice to say that you are not okay with the climate of hatred in the US today and are committing the City of Montclair to do something about it by taking action.

I urge you to stand with us, and let's show people that antisemitism and all forms of hatred will not be tolerated or accepted in the entire greater San Gabriel and Pomona Valleys.

Respectively,

Jason Moss, MSW, MAJCS
Executive Director

cc: Tenice Johnson, Mayor Pro Tem
Corysa Martinez, Council Member
Bill Ruh, Council Member
Benjamin "Ben" Lopez, Council Member
Edward C. Starr, City Manager

SAN GABRIEL AND POMONA VALLEYS

Standing up to local antisemitism

By **JASON MOSS**

The White House will soon release its national strategy to combat antisemitism. I feel it is important to share with the community the work the local Jewish Federation has been doing locally to combat it.

Between 2021 and 2022, the Anti-Defamation League found that there was a 41% increase in antisemitic incidents here in California. These have included targeted attacks on Jews walking out of synagogues, to swastikas and other forms of vandalism hitting schools to banners being placed on a 405 Freeway overpass saying "Kanye was right" following West's diatribe against Jews and a series of flyers spewing hate and accusations about Jews thrown on neighborhood driveways. This escalation of antisemitic incidents and vitriol in society has caused anxiety, concern and anger, which, as a result has forced the Jewish community to focus more attention on security out of fear.

The Jewish Federation worked closely with local law enforcement and organizations like the Anti-Defamation League to discuss ways to handle the situation.

In December 2022, I wrote an op-ed calling for community members to stand with the Jewish community to combat hatred. I knew more needed to be

done, and the Jewish Federation jumped into action.

This March, the Jewish Federation initiated our effort by sending letters to the city council members of the 48 cities we cover imploring that their respective cities take the following action steps:

- Sign the American Jewish Committee and U.S. Conference of Mayors' statement to combat antisemitism and join the over 700 mayors who have already done so. Only four of our local mayors (Brea, Chino Hills, El Monte and South El Monte) had signed onto the statement before the letter was sent.

- Adopt the International Holocaust Remembrance Alliance's working definition of antisemitism.

- Adopt a resolution denouncing antisemitism and all forms of hatred.

- Establish a task force of representatives from various targeted ethnic and racial groups to work with city officials to develop a plan to confront hatred.

And to ensure they had received and read these letters, we followed up a few weeks later.

During these last two months, the following city councils responded by passing resolutions, agreeing to sign onto AJC and U.S. Conference of Mayors' statement to combat antisemitism, and adopting IHRA's working definition on antisemitism: Claremont, Upland, Monrovia, Alhambra, Si-

erra Madre, San Gabriel, Temple City, Pasadena, Whittier, Diamond Bar and Walnut.

I want to publicly thank these city leaders, on behalf of the local Jewish community, for standing with us and publicly stating that your city does not tolerate antisemitism or any form of hatred. South Pasadena joined the growing list of cities this past week.

If you do not see your city listed above, I urge you to contact your city's leaders and ask them why they have not taken a public stand against antisemitism and all forms of hatred. Implore that they take immediate action, as requested by the Jewish Federation, and stand with neighboring communities against hate. Encourage everyone you know to do the same thing and help us in our effort to combat antisemitism and all forms of hatred.

And lastly, if you experience or witness any form of antisemitism or hate, even if you feel it "was nothing" or don't think it will make a difference, report it.

The Jewish Federation of the Greater San Gabriel and Pomona Valleys will continue our effort to combat antisemitism locally and with your help, we can make a real difference in our community.

Jason Moss is the executive director of the Jewish Federation of the Greater San Gabriel and Pomona Valleys.

are
writer's
ophone

San Gabriel Valley Tribune: letters.tribune@sgvn.com
Pasadena Star-News: letters.star-news@sgvn.com
Whittier Daily News: letters.wdn@sgvn.com
(Please do not include any attachments with emails)

Main:
626-962-8811
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AN EDITION OF THE REGISTER

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ANTISEMITISM

Federation wants to discuss solidarity

The Jewish Federation of the Greater San Gabriel and Pomona Valleys will meet with city council

By Georgia Valdes
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The Jewish Federation of the Greater San Gabriel and Pomona Valleys will meet with Glendale's City Council during its July 11 meeting to discuss solidarity with the organization's initiative against antisemitism.

Since March, the Jewish Federation has sent letters to mayors, city council members and city managers of the 48 cities the organization covers — between Glendale on the west to Rancho Cucamonga on the east and south to Whittier.

The request? That they stand against hate in the region.

Five months later, some cities have aligned with the cause, according to the organization.

"To build a coalition between the local government and the local nonprofit community is a very powerful opportunity to bring together citizens around a common goal of trying to do something that people feel like individually, they can't do anything about," said Jason Moss, executive director of the Greater San Gabriel and Pomona Valleys. "It becomes an official statement ... it is the opportunity for the cities to be part of a solution to combat hate."

According to the Anti-Defamation League's latest audit on antisemitism, there was a 36%

Jewish

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increase in reported antisemitic incidents and attacks from 2021 to 2022, along with a 41% increase in California. Moss added that the data does not outline the full extent of this issue, as many incidents go unreported.

"Perhaps it is the changing political landscape, however, that the Jewish leadership in our town is being recognized for the first time and that by our city joining against the antisemitism movement, it is a signal that being Jewish is something to be proud of," said South Pasadena Mayor Pro Tem Evelyn Zneimer.

Zneimer added that she encourages neighboring cities to join in the effort against antisemitism as South Pasadena has done.

In 2020, Zneimer was the first Jewish councilmember and the ninth woman elected since the city was incorporated 135 years ago. She said she actively "brought closet Jews in the

open" by introducing the city to the Hanukkah celebration through its story and songs. This year, the Chabad House celebrated Purim for the public to participate in the South Pasadena Library Community Room.

The Jewish Federation's initial letter outlined four specific action steps each city's leadership should take:

- Sign the American Jewish Committee and U.S. Conference of Mayors statement to combat antisemitism and join the more than 700 mayors nationally who already have done so.

- Adopt the International Holocaust Remembrance Alliance working definition of antisemitism, which has been adopted by several governing bodies.

- Adopt a resolution denouncing antisemitism and all forms of hatred.

- Establish a task force of representatives from various targeted ethnic and racial groups to work with city officials to develop a plan to confront hatred.

The Jewish Federation's action items parallel Joe Biden's administra-

tion's National Strategy to Counter Antisemitism, announced May 25. The 100-part strategy aims to "raise awareness of antisemitism and its threat to American democracy, protect Jewish communities, reverse the normalization of antisemitism, and build cross-community solidarity."

Before the Jewish Federation initial letter was sent back in March, only four local mayors — Brea, Chino Hills, El Monte and South El Monte — had signed onto the statement. Since then, Claremont, Upland, Monrovia, Alhambra, Sierra Madre, San Gabriel, Temple City, Pasadena, Whittier, Diamond Bar, Walnut, South Pasadena, and Ontario have made proclamations.

"We love their presence in our community," said Dylan Feik, city manager of Monrovia, where The Jewish Federation's headquarters are located. "We benefit from the service and contributions of many Jewish families and community members right here in Monrovia — from City boards and commissions to our local workforce, our

Jewish community is essential to the thriving community we love. It was an easy decision for the City Council to come out in full support of a regional and national effort to stop antisemitism.

Rosemead's city council will include the initiative on its agenda later this month, according to Moss. He stressed the importance of collective action "against all forms of hate."

L.A. County's 2021 Hate Crime Report noted 46% of racially based hate crimes targeted Black residents, although they only make up 9% of the overall population. Religion-based hate crimes jumped by 29%, with 74% of the offenses targeting Jews. Seventy-four percent of hate crimes were of a violent nature, the highest percentage in at least 20 years. There were 41 anti-transgender crimes, nearly tying the largest number ever documented and 93% of these crimes were violent — a rate much higher than racial, sexual orientation and religious attacks.

"We need allies," Moss said. "The stronger the co-

alition is, the stronger the message and the stronger the support, so that a targeted group does not feel alone."

RESOLUTION NO. 2023-054

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CONDEMNING AND REJECTING ANTISEMITISM AND SUPPORTING THE INTERNATIONAL HOLOCAUST REMEMBRANCE ALLIANCE BY AFFIRMING ONTARIO'S COMMITMENT TO ENSURING OUR COMMUNITY IS A SAFE AND WELCOMING PLACE.

WHEREAS, the City of Ontario is committed to inclusion and advancement of diversity and equity for people of all races, ethnicities, national origins, religions, ages, genders, and backgrounds; and

WHEREAS, the City of Ontario takes great pride in diversity and respect for all people, and the Jewish community is an important part of the City's fabric, recognizing our diversity as a key strength for the City and our character; and

WHEREAS, the City of Ontario supports national, state, and local government efforts directed at eradicating antisemitism and all forms of hatred, and supports expanded education programs, including Holocaust programs, to counter intolerance and discrimination; and

WHEREAS, the City of Ontario condemns antisemitism in all its forms, including: hatred and prejudice directed towards Jewish community members; stereotypes or conspiracy theories about Jews; Holocaust denial or distortion, and; extremist indoctrination or recruitment related to any form of antisemitism; and

WHEREAS, the City of Ontario affirms that hatred and bias in any form are not acceptable in our community; and

WHEREAS, any victims of antisemitism in the City of Ontario are urged to report any incidents — as hate crimes or bias-related events — so that local law enforcement can respond, track such incidents, and bring perpetrators to justice.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ontario as follows:

SECTION 1. That the City of Ontario condemns all forms of hate, racism, and violence perpetrated, tolerated, or encouraged by any group or individual.

SECTION 2. That the City of Ontario supports our Jewish community members and condemns racism, intolerance, hate, and violent attacks against them.

SECTION 3. That the City of Ontario recognizes the International Holocaust Remembrance Alliance's (IHRA) working definition of antisemitism as "a certain perception of Jews, which may be expressed as hatred towards Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities."

SECTION 4. That the City of Ontario will continue to work alongside the American Jewish Committee, the Anti-Defamation League, the United States Conference of Mayors, and Jewish Federation of the Greater San Gabriel and Pomona Valleys to combat and denounce antisemitism.

SECTION 5. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 20th day of June 2023.



PAUL S. LEON, MAYOR

ATTEST:



SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:



BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2023-054 was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 20, 2023 by the following roll call vote, to wit:

AYES: MAYOR/COUNCIL MEMBERS: LEON, DORST-PORADA, WAPNER,
BOWMAN AND VALENCIA

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE


SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2023-054 duly passed and adopted by the Ontario City Council at their regular meeting held June 20, 2023.


SHEILA MAUTZ, CITY CLERK

(SEAL)



Staff Report

CITY OF UPLAND
"The City of Gracious Living"

DATE: March 13, 2023
 TO: MAYOR AND CITY COUNCIL
 FROM: MICHAEL BLAY, CITY MANAGER
 PREPARED BY: KERI JOHNSON, CITY CLERK
 SUBJECT: CONSIDER ADOPTION OF A RESOLUTION CONDEMNING HATE CRIMES AND ANY OTHER FORM OF RACISM, RELIGIOUS OR ETHNIC BIAS, DISCRIMINATION, INCITEMENT OF VIOLENCE, OR TARGETING A MINORITY

RECOMMENDED ACTION:

It is recommended that the City Council adopt a Resolution condemning hate crimes and any other form of racism, religious, or ethnic bias, discrimination, incitement of violence, or targeting a minority.

GOAL STATEMENT

The proposed action supports the City's goal to create a safe and inclusive community where all individuals are treated with dignity and respect, free from the harmful effects of racism and discrimination.

BACKGROUND

The Upland community has been subjected to hate incidents, including the distribution of hateful flyers targeting the Jewish community. The flyer's hateful message has triggered a community conversation about Upland's values and commitment to diversity, human rights, and civility. Upland is not the only community to have received these flyers. Residents in the cities of Claremont and Rancho Cucamonga have also received the flyers, which illustrate a growing trend of hate incidents seen in communities regionally and across the State.

ISSUES AND ANALYSIS

At the meeting of February 27, 2023, the City Council discussed condemning hate crimes and any other form of racism, religious, or ethnic bias, discrimination, incitement of violence, or targeting a minority. The City Council expressed their desire to adopt a resolution denouncing any form of prejudice or bigotry based on race, ethnicity, religion, gender, sexual orientation, or any other characteristic.

The Council directed staff to prepare the proposed resolution which is attached for consideration and adoption.

ENVIRONMENTAL DETERMINATION

Not a project.

FISCAL IMPACTS

There is no fiscal impact associated with this action.

ALTERNATIVES

Provide alternative direction to staff.

CEQA: Not a Project.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UPLAND, CALIFORNIA, CONDEMNING HATE CRIMES AND ANY OTHER FORM OF RACISM, RELIGIOUS OR ETHNIC BIAS, DISCRIMINATION, INCITEMENT OF VIOLENCE, OR TARGETING A MINORITY

WHEREAS, the City of Upland wishes to ensure that Upland is a desirable place to live, work, play, and do business; and

WHEREAS, the City of Upland values and fosters inclusivity, diversity, equity, and acceptance; and

WHEREAS, the City of Upland condemns hate crimes and any other form of racism, religious, or ethnic bias, discrimination, incitement of violence, or targeting any minority; and

WHEREAS, the City Council denounces any form of prejudice or bigotry based on race, ethnicity, religion, gender, sexual orientation, or any other characteristic.

WHEREAS, in the past several years, violent crimes, threats of violence, targeting of religious, racial, and ethnic minorities have increased across the United States; and

WHEREAS, Upland is not immune to the increases in hate crimes, with recent incidents highlighting this alarming trend; and

WHEREAS, the Upland City Council wishes to promote an atmosphere of acceptance, tolerance, and respect in the community.

NOW, THEREFORE, the City Council of the City of Upland hereby finds, determines and resolves as follows:

Section 1. The Upland City Council rejects hate-motivated acts as an attack on the values of our society and the fundamental tenants of the Unites States Constitution.

Section 2. The Upland City Council affirms the basic rights of all people to live in a safe environment free from discrimination, intimidation, threats, or fear.

Section 3. The City of Upland will investigate all credible reports of hate crimes and incidents and threats against minorities and hold perpetrators of those crimes, incidents, and threats accountable.

Section 4. The City Council calls upon all Upland residents to speak out against acts of hate, bullying, discrimination, and violence.

Section 5. Compliance with California Environmental Quality Act. The City Council finds that this Resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct

or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Further, if the activity is deemed a project this City Council finds that this Resolution is exempt pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

Section 6. Certification. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Section 7. Severability. If any section, subsection, subdivision, sentence, or clause or phrase in this Resolution or any part thereof is for any reason held to be unconstitutional, invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Resolution or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases are declared unconstitutional, invalid, or ineffective.

Section 8. Effective Date. This Resolution shall become effective immediately.

PASSED, APPROVED and ADOPTED this 13th day of March, 2023.

Bill Velto, Mayor

I, Keri Johnson, City Clerk of the City of Upland, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 13th day of March, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

ATTEST:

Keri Johnson, City Clerk

RESOLUTION NO. 21-3305

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR DENOUNCING RACISM, XENOPHOBIA, VIOLENCE, AND INTOLERANCE AGAINST MEMBERS OF THE ASIAN AMERICAN AND PACIFIC ISLANDER COMMUNITIES IN THE UNITED STATES, AND AFFIRMING THE CITY OF MONTCLAIR'S COMMITMENT TO THE WELL-BEING AND SAFETY OF ALL RESIDENTS REGARDLESS OF RACE, RELIGION, NATIONAL ORIGIN, DISABILITY, SEX, GENDER EXPRESSION, AGE, SEXUAL ORIENTATION, OR MILITARY/VETERAN STATUS

WHEREAS, the City of Montclair is committed to inclusion and advancing equity and justice for all people regardless of race, religion, national origin, disability, sex, gender expression, age, sexual orientation, or military/veteran status; and

WHEREAS, an estimated 23 million Asian Americans and Pacific Islanders (AAPI) account for an estimated 7 percent of the total U.S population, including approximately 14.3 percent of the California population and approximately 10.47 percent of the City of Montclair's population; and

WHEREAS, members of the various AAPI communities in the United States add greatly to the diversity and cultural heritage of the American nation; and

WHEREAS, diversity within AAPI communities is reflected by multiple ethnicities, languages and dialects, wide-ranging socioeconomic and educational characteristics, and distinct immigration patterns; and

WHEREAS, there are more than 2 million AAPI-owned business in the United States, each functioning as a vital component of the nation's total commerce; and

WHEREAS, youth drawn from the various AAPI communities are a growing part of the nation's expanding educational system, representing approximately 5 percent of the public high school student population and 17.6 percent of university undergraduate admissions; and

WHEREAS, throughout their history as immigrants in, and citizens of, the United States, AAPI community members have been confronted by significant acts of intolerance, including the following:

1. The Anti-Coolie Act of 1862, which sought to protect American laborers by imposing a monthly tax on Chinese immigrants seeking to do business in California;
2. The Page Act of 1875, which strengthened the ban against Asian laborers by imposing a fine of up to \$2,000 and maximum jail sentence of one year upon anyone who tried to bring a person from China, Japan or any East Asian country to the United States for the purpose of holding them to a term of service;
3. The Chinese Exclusion Act of 1882, which attempted to stop all Chinese immigration into the United States for ten years, with exceptions for diplomats, teachers, students, merchants, and travelers — the law was later renewed and strengthened in 1892 by the Geary Act, and was finally repealed by the Magnuson Act in December 1943;
4. The Immigration Act of 1924, which effectively banned all immigration from Asia and set immigration quotas from other countries outside the Western Hemisphere with the intent of preserving the "ideal of U.S. homogeneity" — the Act's provisions were not to be revised until the Immigration and Nationality Act of 1952, and ultimately replaced by the Immigration and Nationality Act of 1965;
5. Executive Order 9066, which allowed regional military commanders to designate "military areas" from which "any or all persons may be excluded, resulting in the internment of Japanese-Americans and some people of German or Italian ancestry during WWII; and

WHEREAS, during the current COVID-19 pandemic, the United States has seen a dramatic increase in reported hate crimes, racial profiling, micro-aggression, targeted violence, cultural stereotyping, cultural stigmatizing, and inflammatory rhetoric directed at AAPI community members; and

WHEREAS, since March 2020, "Stop AAPI Hate", a national coalition aimed at addressing anti-Asian discrimination amid the coronavirus pandemic has documented over 2,800 hate incidents targeting AAPI communities members in the United States, with many of these anti-Asian incidents occurring in California; and

WHEREAS, between March 19, 2020, and December 31, 2020, the Federal Bureau of Investigation (FBI) reports that there have been approximately 2,800 firsthand accounts of AAPI hate crimes from 47 U.S. states (including California) and the District of Columbia; and

WHEREAS, during the above timeframe:

1. Race has been cited as the primary reason for discrimination, making up over 90 percent of incidents;
2. Available crime data demonstrates that approximately 38 percent of AAPI businesses have been the top targets of discrimination incidents;
3. AAPI youth under 20 years of age make up approximately 14 percent of hate crime victims;
4. AAPI elderly over 60 years of age make up approximately 8 percent of hate crime victims; and

WHEREAS, the most recent act of violence against AAPI community members occurred on March 16, 2021, when a 21-year old male suspect killed 8 people at three Atlanta, Georgia-area massage parlors — 6 of the female victims were of Asian descent; and

WHEREAS, these acts of violence, discrimination, cultural stereotyping, and anti-AAPI rhetoric are generating fear among AAPI community members, and places many of them at risk for retaliation and other forms of cultural backlash; and

WHEREAS, the Montclair City Council acknowledges the multiple harms and trauma caused by acts of violence, discrimination, cultural stereotyping, anti-Asian legislation, and anti-AAPI rhetoric that have existed, and that exist against the AAPI and other communities of all backgrounds that are often-times marginalized within the American social, judicial, cultural, medical, economic, educational, and legislative systems; and

WHEREAS, the Montclair City Council is honored and privileged to represent a community that is diverse in its cultural and demographic character — a community that serves as home to people of many different backgrounds, including AAPI community members; and

WHEREAS, on September 17, 2020, in response to anti-AAPI sentiment, the U.S. House of Representatives passed House Resolution No. 908, a nonbinding resolution condemning acts of hatred and discrimination against the AAPI community; and

WHEREAS, the resolution calls on "all public officials to condemn and denounce any and all anti-Asian sentiment in any form".

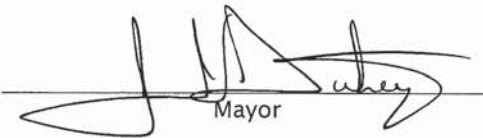
NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair:

1. Denounces xenophobia and anti-AAPI sentiment, and condemns harmful rhetoric and violent acts arising due to the fears of the COVID-19 pandemic.
2. Will continue protecting all residents of Montclair, including those who are targets of hate, violence, and discrimination.
3. Will continue providing fair and equal access and treatment to all residents, visitors, and members of the Montclair business community.

4. Calls on Montclair residents and the business community to join in bringing attention to, and addressing the harms of, discrimination and aggression against specific communities, and denouncing hate in all of its virulent forms.
5. Joins cities, counties, and states across the country in affirming the United States' commitment to the safety, equality, and well-being of all of its citizens, non-citizens, and visitors, including those with AAPI ancestry.
6. Encourages partnerships with community-based organizations, advocacy groups, and officials and agencies across San Bernardino County and in State government to protect AAPI residents, and to curb hate acts targeting other groups including, but not limited to, people of all races, religion, color, national origin, disability, sex, gender expression, age, sexual orientation, or military/veteran status.
7. Calls upon local governments across the United States to:
 - a. Adopt similar commitments to reaffirm their solidarity with AAPI communities and people of all races, religion, color, national origin, disability, sex, gender expression, age, sexual orientation, or military/veteran status;
 - b. Commit to combating hate, intolerance, prejudice, discrimination, and violence in all its forms; and
 - c. Promote equal and fair access and treatment, and improve health equity.

BE IT FINALLY RESOLVED that this resolution shall become effective immediately upon passage and adoption.

APPROVED AND ADOPTED this 5th day of April, 2021.



Mayor

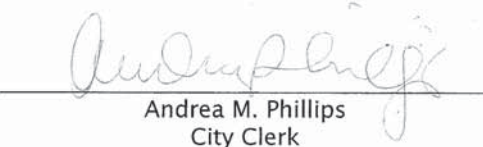
ATTEST:



City Clerk

I, Andrea M. Phillips, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 21-3305 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 5th day of April, 2021, and that it was adopted by the following vote, to-wit:

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



Andrea M. Phillips
City Clerk

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
AUGUST 7, 2023, AT 6:00 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 6:00 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 July 17, 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 July 17, 2023.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION


At 6:01 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 6:25 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 6:25 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, AUGUST 7, 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 7:02 p.m.

II. INVOCATION

Father Remi, Our Lady of Lourdes Parish Catholic Church, 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, Lopez, and Martinez

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

V. PRESENTATIONS

A. Southern California Edison Wildfire Mitigation Efforts Presentation

Melissa Boyd, Government Relations Manager for Southern California Edison, gave a PowerPoint presentation titled *Our Commitment to California: Keeping Our Communities Safe from Wildfires*, which gave an update on SCE's efforts to reduce wildfire risk in the community.

VI. PUBLIC COMMENT

- **Ruby Long**, Field Representative for **San Bernardino County Fourth District Supervisor Curt Hagman**, announced the County's **Land Use Services Department** would be holding an open house event at the Chino Hills Library on August 9th, where County representatives can answer questions regarding: building permits, land use, plan checks, zoning, and code enforcement. **Supervisor Hagman's** office will also host a free document shredding event at Memorial Park in Upland from 9:00 a.m. to noon on September 30th.
- **Joan Lindhorst**, resident, commended the fast response from Code Enforcement after she spoke at the last meeting voicing her concerns.
- **Bill Kaufman**, expressed frustration that the City continues to prevent his efforts to open a cannabis dispensary in the City.
- **Herman Janssen** expressed support for **Bill Kaufman** operating a cannabis dispensary in the City.
- **Kiara Valdez**, thanked the City Council on behalf of **Safe Routes to School Ontario and Montclair** for repairing side walks around schools, adding flashing stop signs, and understanding the importance of keeping students safe in the City.

VII. PUBLIC HEARINGS — None

VIII. CONSENT CALENDAR

Mayor Dutrey pulled Item B-2 from the Consent Calendar for discussion.

ACTION – Consent Calendar	
ACTING:	City Council Successor Agency Board Montclair Housing Corporation Board Montclair Housing Authority Commissioners Montclair Community Foundation Board
MOTION:	Remove Item B-2; amend action for Item C-1; and approve the remainder of the Consent Calendar, as presented.
MADE BY: SECOND BY:	Council Member/Director Ruh Mayor Pro Tem/Vice Chair Johnson
AYES: NOES: ABSTAIN: ABSENT:	Lopez, Martinez, Ruh, Johnson, Dutrey None None None
RESULT:	Motion carried 5-0.

A. Approval of Minutes

1. Adjourned Meeting — June 22, 2023

ACTION – Consent Calendar – Item A-1	
ACTING:	City Council Montclair Housing Corporation Board
RESULT:	Approved on Consent Calendar; motion carried 5-0.

2. Special Meeting — June 29, 2023

ACTION – Consent Calendar – Item A-2	
ACTING:	City Council Montclair Housing Corporation Board
RESULT:	Approved on Consent Calendar; motion carried 5-0.

3. Regular Joint Meeting — July 17, 2023

ACTION – Consent Calendar – Item A-3	
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 5-0.

B. Administrative Reports

1. Consider Approval of City Warrant Register and Payroll Documentation

ACTION – Consent Calendar – Item B-1	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

C. Agreements

- 1. Consider Approval of Agreement No. 23-51 with Christian Development Center to Provide Case Management Services for the City’s Homeless Outreach and Assistance Program, Subject to Any Revisions Deemed Necessary by the City Attorney**

ACTION - Consent Calendar - Item C-1	
ACTING:	City Council
MOTION:	Approve with requirement that CDC provides ongoing reporting to City staff.
MADE BY: SECOND BY:	Council Member Ruh Mayor Pro Tem Johnson
RESULT:	Approved on Consent Calendar; motion carried 5-0.

- 2. Consider Approval of Agreement No. 23-56 with Revenue and Cost Specialists, LLC (RCS) to Conduct a Development Impact Fee Nexus Study, Subject to Any Revisions Deemed Necessary by the City Attorney**

ACTION - Consent Calendar - Item C-2	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

- 3. Consider Approval of Agreement No. 23-57 with Mobile Screening Solutions for Department of Transportation (DOT) Random Employee Drug and Alcohol Screening Services**

Council Member Lopez received clarification from City Manager Starr on the types of positions that would be tested, what they would be tested for, and the outcomes of failed tests.

ACTION - Consent Calendar - Item C-3	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

- 4. Consider Approval of Agreement No. 23-58 Amending Agreement No. 06-175 with the County of San Bernardino for the Lease of a City-Owned Facility to Provide County Library Services, 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 5-0.

D. Resolutions

- 1. Consider Adoption of Resolution No. 23-3413 Authorizing Placement of Assessments on Certain Properties for Delinquent Sewer and Trash Accounts**

ACTION - Consent Calendar - Item D-1	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

2. **Consider Adoption of Resolution No. 23-3416 Declaring that Certain Real Property Located at 9729 Ramona Avenue, Montclair, is Exempt Surplus Land Pursuant to Government Code Section 54221 and Finding that Such Declaration is Exempt from Environmental Review Under the California Environmental Quality Act**

Consider Adoption of Resolution No. 23-3417 Approving Agreement No. 23-59, an Affordable Housing Agreement with the Montclair Housing Authority and the Montclair Housing Corporation; Authorizing the Transfer of 9729 Ramona Avenue, Montclair, to the Montclair Housing Authority for Use as Affordable Housing Units

Council Member Lopez received clarification that those who qualify for Section 8 housing can apply to rent this unit.

ACTION - Consent Calendar - Item D-2	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

Consider Adoption of MHC Resolution No. 23-04 Approving Agreement No. 23-59, an Affordable Housing Agreement with the City of Montclair and the Montclair Housing Authority

ACTION - Consent Calendar - Item D-2	
ACTING:	Montclair Housing Corporation Board
RESULT:	Approved on Consent Calendar; motion carried 5-0.

Consider Adoption of MHA Resolution No. 23-03 Approving Agreement No. 23-59, an Affordable Housing Agreement with the City of Montclair and the Montclair Housing Corporation, and Accepting the Transfer of Certain Real Property from the City of Montclair

Consider Authorizing a \$20,000 Appropriation from the Housing Trust Fund for Rehabilitation of the Property Located at 9729 Ramona Avenue, Montclair

ACTION - Consent Calendar - Item D-2	
ACTING:	Montclair Housing Authority Commissioners
RESULT:	Approved on Consent Calendar; motion carried 5-0.

IX. PULLED CONSENT CALENDAR ITEMS

B. Administrative Reports

2. **Consider Implementing a Temporary, 18-Month Montclair Hiring Bonus Incentive Program Focusing on Recruitment of Lateral Police Officers and Police Officer Trainees Funded by Personnel Savings in the Montclair Police Department Budget Related to Current Police Officer Classification Vacancies**

Consider Authorizing the Following Elements of the Montclair Hiring Bonus Incentive Program: a Lateral Police Officer Hiring Incentive Bonus Program, Providing a \$30,000 Bonus to Each New Hire; a Police Officer Trainee Hiring Incentive Bonus Program, Providing a \$10,000 Bonus to Each Newly Hired, Unsponsored Police Academy Trainee; and a Montclair Employee Police Recruitment Referral Bonus Program, Which May be Terminated at Any Time Prior to the End of the 18-Month Montclair Hiring Bonus Incentive

Program, Providing a \$2,500 Bonus to Each City of Montclair Employee Referring a Person who is Successfully Hired and Completes Probation as a Montclair Police Officer

Consider Authorizing the City Manager to Make Adjustments and Modifications to the Montclair Hiring Bonus Incentive Program, and to the Amount of the Hiring Incentive Bonus on a Case-By-Case Basis, Subject to Approval by the Montclair Personnel Committee to Ensure Success of the Program

Bruce Culp, resident, spoke in support of the program. He suggested hiring incentive bonuses be offered for all positions because he believes attracting and retaining good employees in all departments is important to the City functioning well.

Council Member Lopez stated he would be in favor of increasing the bonus incentive amount higher than the current amounts, noting the average cost to train a new officer is \$198,538 from hiring to completion of probation. He requested the City Council have authority to make changes to the program if necessary, rather than the Personnel Committee.

Council Member Ruh expressed reluctant support of the program, stating his concern that this type of program will lead to a competition with other agencies for providing the largest bonus.

Council Members Martinez and Johnson spoke in support of the program and other efforts to fully staff the Police Department.

Mayor Dutrey emphasized the importance of Public Safety to the community, especially now with the effects of the Great Resignation being felt, and agreed the City Council should have the authority to amend the program.

ACTION - Consent Calendar - Item B-2	
ACTING:	City Council
MOTION:	Take recommended actions, with the following change: Subject to Approval by the Montclair Personnel Committee City Council to Ensure Success of the Program
MADE BY: SECOND BY:	Council Member Lopez Council Member Martinez
AYES: NOES: ABSTAIN: ABSENT:	Lopez, Martinez, Ruh, Johnson, Dutrey None None None
RESULT:	Motion carried 5-0.

X. COMMUNICATIONS

A. Department Reports

1. Human Services Department — Upcoming Events & Programs

Assistant City Manager/Director of Human Services Richter provided information on upcoming programs and events: Youth Volleyball registration is open from August 7th to the 25th for girls and boys from 5th to 8th grades; Montclair Youth Center will be open Monday through Friday beginning August 9th; Montclair After-School Program begins on August 9th, and registration can be done online; a Food Distribution event will be held in the Community Center on August 17th, and **Feeding America** will host another on August 23rd in the Recreation Center Courtyard.

2. Police Department— National Night Out

Acting Chief Reed reported on the success of the City's National Night Out event that was held on August 1st. He stated over 400 attended and the Department made valuable connections with the community, potentially inspiring children who may become the law enforcement professionals of the future.

B. City Attorney

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

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

Godoy v. City of Montclair

City Attorney Robbins pulled the following from the agenda, stating there is no longer a need to discuss in closed session:

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

Agency: City of Montclair
Employee: Management
Associations: Montclair City Confidential Employees Association
Montclair General Employees Association
Montclair Fire Fighters Association
Montclair Police Officers Association

C. City Manager/Executive Director — None

D. Mayor/Chair

Mayor/Chair Dutrey made the following comments:

1. He stated tonight's meeting would be adjourned in memory of the victims of the helicopter crash that occurred in Cabazon: **California Department of Forestry and Fire Protection (CAL FIRE) Assistant Chief Josh Bischof and Captain Tim Rodriguez**, and pilot **Tony Sousa**. He added the meeting would also be adjourned in memory of **Americo "Nick" Manuel Luis**, a longtime Montclair resident. He expressed condolences to the families and friends of these individuals.
2. He noted that the flashing stop signs recently installed throughout the City are getting overwhelmingly positive feedback from the community.
3. He commended staff for addressing the concerns brought up at the July 17th meeting regarding Brooks Street and the Community Garden.
4. He recognized the following upcoming notable dates: Victory in Japan Day (August 15th) and Women's Equality Day (August 26th).

E. Council Members/Directors

1. Council Member/Director Martinez encouraged senior residents who are 65 or older and struggling financially to contact the Finance Department about receiving discounted trash services.
2. Mayor Pro Tem/Vice Chair Johnson requested an update on improvements planned for Alma Hofman, Saratoga, and Sunset Parks. City Manager Starr advised that they are waiting for information for the Parks Master Plan Update in order to move forward with determining park improvements, and that some supplies needed for repairs at Alma Hofman Park are not available due to a supply chain shortage.

3. Council Member/Director Lopez updated the community on the current status of the I-10 freeway construction, stating the Express Lanes are 75 percent completed. He brought to Council's attention a July 17th letter from the **Jewish Federation** requesting a resolution condemning antisemitism and all forms of hate, and recommended the Council adopt a resolution such as those adopted by neighboring cities.

ACTION	
ACTING:	City Council
MOTION:	Place on the August 21, 2023 City Council meeting agenda for discussion, a request from the Jewish Federation for a resolution condemning antisemitism and all forms of hate.
MADE BY: SECOND BY:	Mayor Dutrey Council Member Lopez
RESULT:	Motion carried 5-0.

4. Council Member/Director Ruh emphasized the importance for children to exit cars from the curbside of a vehicle, and not the street side, so that they can get to school safely. He suggested the City send a letter of support for the Housing Trust Fund to the office of **Senator Susan Rubio**, since her previous bill was not successful. He stated he will be donating a full set of educational books to the Montclair After-School Program.

F. Committee Meeting Minutes

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

1. Public Works Committee - June 15, 2023
2. Personnel Committee - July 17, 2023

XI. CLOSED SESSION

At 8:52 p.m., the City Council went into closed session to discuss pending litigation.

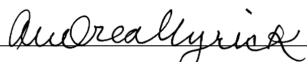
XII. CLOSED SESSION ANNOUNCEMENTS

At 9:05 p.m., the City Council returned from closed session. Mayor Dutrey announced that the City Council met in closed session to discuss pending litigation; information was received and direction given to staff on the item; and no further announcements would be made at this time.

XIII. ADJOURNMENT

At 9:06 p.m., the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board were adjourned.

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



 Andrea Myrick,
 City Clerk

*The meeting was adjourned in memory of **Americo "Nick" Manuel Luis, CAL FIRE Assistant Chief Josh Bischof and Captain Tim Rodriguez, and pilot Tony Sousa.***

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

JULY 31, 2023

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SCHEDULE 3

STATEMENT OF CASH AND INVESTMENT ACCOUNTS

GRAPH

CASH AND INVESTMENTS BY TYPE

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

JULY 31, 2023

COMPLIANCE STATEMENT

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

Total Investments \$ 33,626,488

During the current month the City was in compliance with the internal control procedures set forth in the Investment Policy.

INVESTMENT STRATEGY FOR THE UPCOMING MONTH

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

CITY OF MONTCLAIR
STATEMENT OF CASH AND INVESTMENTS BY FUND
AS OF JULY 31, 2023

Fund	Beginning Balance	Receipts	Disbursements	Interfund Transfers	Ending Balance
General Fund	\$ 3,176,808.87	\$ 2,723,085.70	\$ 2,828,217.73	\$ -	\$ 3,071,676.84 (1)
Gas Tax Fund	(129,552.25)	84,641.81	140,916.76	-	(185,827.20) (2)
Road Maintenance - Section 2032	2,042,624.77	77,731.46	-	-	2,120,356.23
Measure I Fund	5,635,547.39	91,000.87	-	-	5,726,548.26
Traffic Safety	95,312.29	3,863.19	-	-	99,175.48
Disability Access Fund - Bus. License	53,521.30	924.00	-	-	54,445.30
Park Maintenance	16,372.69	3,204.14	3,455.39	-	16,121.44
Park Development	1,156,907.06	383,600.00	-	-	1,540,507.06
CDBG	(12,088.12)	-	6,381.61	-	(18,479.73) (2)
SB2 Planning Grant	(56,875.00)	162.67	-	-	(56,875.00) (2)
Air Quality Improvement Trust	130,262.73	-	-	-	130,425.40
Senior Nutrition Program	(84,148.96)	2,925.78	14,860.85	-	(95,884.03) (2)
American Rescue Plan	102,176.36	146.99	-	-	102,323.35
Forfeiture Fund - State	84,647.05	124.22	1,062.24	-	83,709.03
Proposition 30/SB 109	340,846.94	43,581.00	124,647.81	29,884.00	289,664.13
SB 509 Public Safety	591,019.91	384.91	1,670.80	-	589,734.02
Forfeiture Fund-Federal/DOJ	1.83	0.31	-	-	2.14
Asset Seizure Fund	36,158.87	52.47	1,789.60	-	34,421.74
Section 11489 Subfund	125,268.71	164.47	5,832.22	-	119,600.96
Fed Asset Forfeiture-Treasury	281,068.94	71,496.00	-	-	281,579.39
School District Grant Fund	29,902.67	510.45	-	(29,884.00)	37.34
State Supplemental Law Enforce	2,408.83	18.67	-	-	2,445.24
Local Law Enforcement Block Gr	124,226.46	36.41	-	-	124,321.30
PC 1202.5 Crime Prevention	174,976.00	94.84	-	-	174,976.00
Recycling Grant Fund	8,024.43	-	7,735.00	-	289.43
Statewide Park Dev Grant	(79,681.25)	-	-	-	(79,681.25) (2)
Homeless Housing Assist Preven	(507,924.77)	-	118,943.58	-	(626,868.35) (2)
LEAP Grant	1,290.78	-	-	-	1,290.78
After School Program Fund	330,337.82	31,491.90	302,624.00	-	59,205.72
City of Hope	1,370.50	-	-	-	1,370.50
Safety Dept. Grants	2,684.24	-	-	-	2,684.24
OSMD Immunization Grant	19,553.22	-	-	-	19,553.22
Kaiser Permanente Grant	(14,593.89)	-	409.82	-	19,143.40
Resource Center Grant - OMSD	7,823.62	-	5,052.79	-	(19,646.68) (2)
Title IIIB Sr Support Services	155,617.44	-	38.04	-	155,579.40
Healthy Community Strategic Plan	13,618.00	48,439.00	-	-	62,057.00
ASES Supplemental Grant	3,506,923.32	4,722.52	12,948.73	-	3,514,697.11
E.M.S. - Paramedic Fund	500.00	-	726,914.76	-	5,391.79
Economic Development	2,712,397.54	429,073.02	368,169.28	-	2,773,301.28
City Contributions/Donations Fund	2,439,666.85	2,793.03	-	-	2,442,459.88
Sewer Operating Fund	243,313.29	-	2,729.85	-	240,583.44
Sewer Replacement Fund	125,461.13	602.76	379.05	-	125,684.84
CFD 2011-1 (Paseos)	4,052,483.27	1,046,261.60	-	-	5,098,744.87
CFD 2011-2 (Arrow Station)	870,018.83	105,686.58	-	-	975,705.41
Inland Empire Utility Agency	1,282,416.12	56,992.00	-	-	1,339,408.12
Sewer Expansion Fee Fund	278,724.82	128,506.00	-	-	407,230.82
Developer Impact Fees - Local	242,122.06	262,502.41	-	-	504,624.47
Developer Impact Fees - Regional	383,396.52	-	-	-	383,396.52
Burttet Pavement Impact Fees	112,543.69	3,234.08	-	-	115,777.77
PUC Reimbursement Fund-MVGS	555,708.20	323,400.00	-	-	879,108.20
Utility Underground In-Lieu	(271,311.24)	-	294,213.16	-	22,901.92
General Plan Update Fee	(92,796.74)	-	-	-	(92,796.74)
Housing Fund	122,059.21	-	-	-	122,059.21
Public Education/Govt. PEG Fee Fund	4,885,855.82	38,360.81	-	-	4,924,216.63
Infrastructure Fund	8,012,353.79	63,440.12	4,174.00	-	8,071,619.91
COVID-19	(2,977,740.55)	-	246,489.09	-	(3,224,229.64)
Successor Agency Bonds-Taxable	(290,001.62)	257,289.57	-	-	(32,712.05) (5)
Successor Agency Bonds-Tax Exempt	(9,263.96)	-	-	-	(9,263.96)
2021 Lease Revenue Bond Proceeds	(7,293.99)	-	-	-	(7,293.99)
2021 Lease Revenue Bond Debt Svc	0.96	-	-	-	0.96
2021 Lease Revenue Bond Debt Svc	30,381,192.31	23,796.64	279,121.00	-	30,125,867.95
Pension Obligation Bond Debt Svc	\$ 70,676,737.52	\$ 6,077,764.44	\$ 5,498,577.16	\$ -	\$ 71,255,924.80
Contingency Fund					
Assigned General Fund Reserves					
TOTALS					

Negative Cash Notes follow this presentation.

Notes on Negative Cash Balances

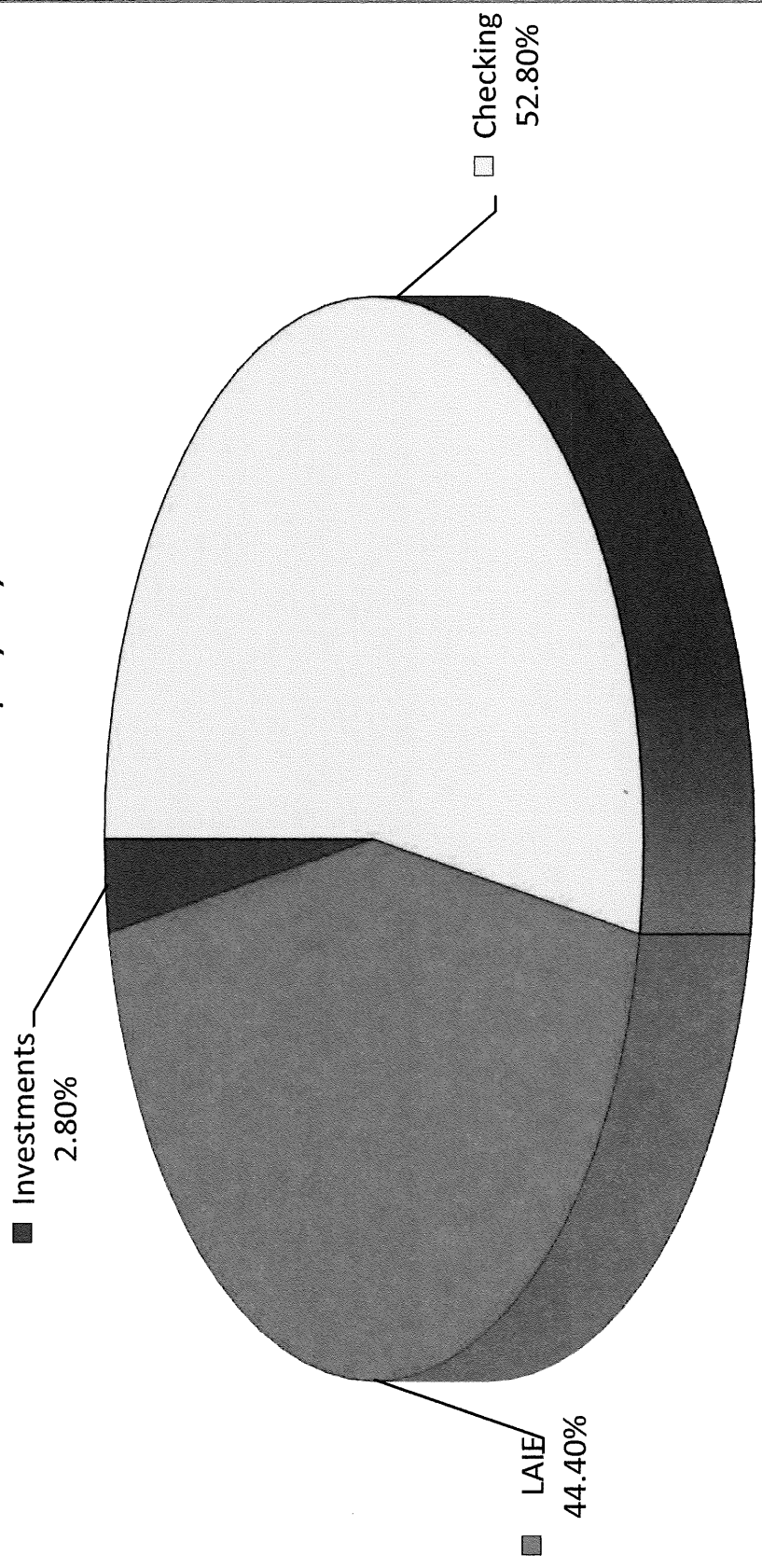
- (1) The General Operating Fund may have a negative cash for the majority of the fiscal year awaiting property and sales tax collections. This is covered by the Contingency Fund and other General Fund Reserve Funds until those collections are received. As Contingency and General Reserves exceed this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

**CITY OF MONTCLAIR
STATEMENT OF CASH AND INVESTMENT ACCOUNTS
AS OF JULY 31, 2023**

	Par Value	Purchase Date	Maturity Date	Coupon Interest Rate	Current Market Value	Balance at Cost	Totals
CHECKING ACCOUNT							
Checking Account							\$ 37,626,965.64
Asset Seizure Account							\$ 2,470.79
CASH W/FISCAL AGENT, CD's, LAIF DEPOSITS, AND SHORT-TERM U.S. AGENCY SECURITIES							
Local Agency Investment Fund (LAIF)				3.320%	31,018,025.10	31,626,488.37	
First American Government					2,000,000.00	2,000,000.00	
					<u>\$ 33,018,025.10</u>		\$ 33,626,488.37
U.S. AGENCY SECURITIES							
					\$ -		\$ -
TOTAL							<u>\$ 71,255,924.80</u>

Current market values obtained from US Bank.

CITY OF MONTCLAIR
CASH AND INVESTMENTS BY TYPE
July 31, 2023
Total Cash & Investments \$71,255,924



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

July 31, 2023

**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH BY FUND
July 31, 2023**

COMBINED OPERATING FUND

Operating	<u>(12,141.87)</u>	\$ (12,141.87)
-----------	--------------------	----------------

LRPRP Fund

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

RORF

	1,104,927.34	
RORF Area I	0.00	
RORF Area II	0.00	
RORF Area III	0.00	
RORF Area IV	0.00	
RORF Area V	0.00	
RORF Area VI	0.00	\$ 1,104,927.34

TOTAL CASH

\$ 1,092,785.47

**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH
July 31, 2023**

Checking Account

US Bank

1,092,785.47

TOTAL CASH

1,092,785.47

NOTE:

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

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

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

FOR THE MONTH ENDING

July 31, 2023

City of Montclair
 Final Warrant Register
 Council Date 08/21/2023
 Regular Warrants
 Checking Account: Successor to the RDA

	Warrants	US Bank transfers	Area Totals
SRDA Combined Operating Fund	0.00	5,931.65	5,931.65
RORF (Redevelopment Obligation Retirement Funds)	0.00	0.00	0.00
	0.00	5,931.65	

July 2023 Total

5,931.65

Note: Reimburse City for 07/06 payrolls
 Reimburse City for 07/20 payrolls

Vice Chair Johnson

Book Transfer Daily Activity Detail

CITY OF MONTCLAIR

SinglePoint

Reported Activity From 07/03/2023 To 07/31/2023

Printed on 08/07/2023 at 11:32 AM PDT



Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
07/20/2023	\$1908.21	153499275813	153499275805	Completed

Debit Account Name CITY OF MONTCLAIR SUCCESSOR AGENCY
Debit Account Type DDA
Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT
Credit Account Type DDA
Template Name .
Memo Reimb City for 07/20/23 Payroll
Initiate Date 07/20/2023
Initiate Time 06:11PM CDT
Initiated By CRAMIREZ
Completed Date 07/20/2023
Completed Time 06:11PM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
07/06/2023	\$4023.44	153499275813	153499275805	Completed

Debit Account Name CITY OF MONTCLAIR SUCCESSOR AGENCY
Debit Account Type DDA
Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT
Credit Account Type DDA
Template Name .
Memo Reimb City for 07/06/23 Payroll
Initiate Date 07/06/2023
Initiate Time 05:51PM CDT
Initiated By JKULBECK
Completed Date 07/06/2023
Completed Time 05:51PM CDT

Total Number of Book Transfers: 2
Total Amount of Book Transfers: \$5,931.65

--- End of Report ---

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

July 31, 2023

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CASH AND INVESTMENTS GRAPH

CITY OF MONTCLAIR
HOUSING CORPORATION
STATEMENT OF CASH AND INVESTMENTS
July 31, 2023

	<u>Interest Rate</u>	<u>Market Value</u>	<u>Book Value</u>
Checking Account			
US Bank			19,271.98
Investments			
LAIF	3.32%	1,731,909.30	<u>1,758,589.74</u>
TOTAL CASH & INVESTMENTS			<u><u>1,777,861.72</u></u>

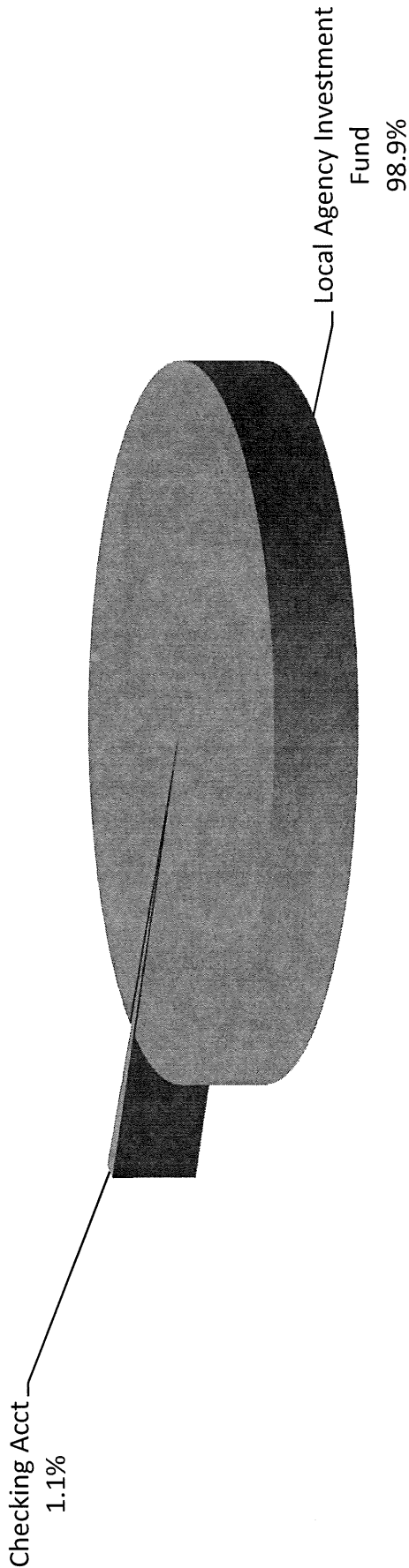
NOTE:
Pursuant to the Corporation's Investment Policy, all moneys are invested in banks, the Local Agency Investment Fund, and in securities with maturities of no greater than three years.

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

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

**CITY OF MONTCLAIR
HOUSING CORPORATION
CASH AND INVESTMENTS GRAPH
July 31, 2023**

Total Cash & Investments - \$1,777,862



**CITY OF MONTCLAIR
HOUSING CORPORATION
WARRANT REGISTER**

FOR THE MONTH ENDING

July 31, 2023

City of Montclair
Final Warrant Register
Council Date 08/21/2023
Regular Warrants
Checking Account: MHC

<u>Warrants</u>	<u>ACH Transfers</u>	<u>Voided Checks</u>	<u>US Bank transfers</u>	<u>Totals</u>
67,584.40	0.00	0.00	57.19	67,641.59

July 2023 Total

67,641.59

US Bank transfers:

Reimb City for ICSC Water/Breakfast Meeting

Vice Chair Johnson

Accounts Payable

Checks by Date - Summary by Check Number

User: cramirez
Printed: 8/7/2023 8:25 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
5506	Arti005	Artic Plumbing And Drain Cleaning	07/20/2023	4,450.00
5507	land012	Landscape Maintenance Unlimited	07/20/2023	5,635.00
5508	mont002	City of Montclair	07/20/2023	2,063.40
5509	mont074	Monte Vista Water District	07/20/2023	6,744.36
5510	Nagc006	NAGCO GLASS	07/20/2023	225.00
5511	Perf003	Performance Construction & Remodeling I	07/20/2023	46,797.50
5512	Sout018	Southern California Edison Co	07/20/2023	707.15
5513	Sout021	Southern California Gas Co	07/20/2023	684.49
5514	West036	Western Exterminator Company	07/20/2023	277.50

Report Total (9 checks):

67,584.40

Book Transfer Daily Activity Detail

CITY OF MONTCLAIR

SinglePoint

Reported Activity From 07/03/2023 To 07/31/2023

Printed on 08/07/2023 at 11:30 AM PDT



Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
07/10/2023	\$57.19	153499275821	153499275805	Completed

Debit Account Name MONTCLAIR HOUSING CORPORATION
Debit Account Type DDA
Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT
Credit Account Type DDA
Template Name .
Memo Reimb City for ICSC Water/Breakfast Meeting
Initiate Date 07/10/2023
Initiate Time 08:30PM CDT
Initiated By JKULBECK
Completed Date 07/10/2023
Completed Time 08:30PM CDT

Total Number of Book Transfers: 1
Total Amount of Book Transfers: \$57.19

--- End of Report ---

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

July 31, 2023

Schedule 1

**CITY OF MONTCLAIR
HOUSING AUTHORITY
STATEMENT OF CASH
July 31, 2023**

	<u>Amount</u>
Checking Account	
US Bank	3,179,582.44
TOTAL CASH	\$ <u>3,179,582.44</u>

NOTE:

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

**CITY OF MONTCLAIR
HOUSING AUTHORITY
WARRANT REGISTER
FOR THE MONTH ENDING
July 31, 2023**

City of Montclair
Final Warrant Register
Council Date 08/21/2023
Regular Warrants
Checking Account: MHA

<u>Warrants</u>	<u>Voided Checks</u>	<u>US Bank transfers - out.</u>	<u>Totals</u>
0.00	0.00	0.00	0.00
July 2023 Total			<u><u>0.00</u></u>

Vice Chair Johnson