

**CITY OF MONTCLAIR  
AGENDA FOR CITY COUNCIL, SUCCESSOR AGENCY,  
AND MONTCLAIR HOUSING CORPORATION MEETINGS,  
AND MONTCLAIR HOUSING AUTHORITY MEETINGS**

To be held in the Council Chambers  
5111 Benito Street, Montclair, California

April 21, 2014

7:00 p.m.

*As a courtesy please silence your cell phones and other electronic devices while the meeting is in session. Thank you.*

*The CC/SA/MHC/MHA meetings are now available in audio format on the City's website at [www.ci.montclair.ca.us](http://www.ci.montclair.ca.us) and can be accessed the day following the meeting after 10:00 a.m.*

Page No.

- I. CALL TO ORDER** – City Council, Successor Agency and Montclair Housing Corporation Boards of Directors, and Montclair Housing Authority Commissioners

**II. INVOCATION**

*In keeping with our long-standing tradition of opening our Council meetings with an invocation, this City Council 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 endorse any particular religious belief or form of invocation.*

**III. PLEDGE OF ALLEGIANCE**

**IV. ROLL CALL**

**V. PRESENTATIONS**

- A. Proclamation Declaring May 1, 2014, as the "National Day of Prayer" in the City of Montclair
- B. Presentation of a Donation by the Montclair Chamber of Commerce to Chaffey College for Its Online to College Program
- C. 2014 Volunteer of the Year Awards

**VI. PUBLIC COMMENT**

*This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Each speaker will be afforded five minutes to address the City Council Members, Successor Agency Board of Directors, Montclair Housing Corporation Board of Directors, and Montclair Housing Authority Commissioners. (Government Code Section 54954.3)*

*Under the provisions of the Brown Act, the Council/Successor Agency Board/MHC Board/MHA Commission is prohibited from taking action on items not listed on the agenda.*

**VII. PUBLIC HEARINGS – None**

**VIII. CONSENT CALENDAR**

**A. Approval of Minutes**

1. Minutes of the Regular Joint Council/Successor Agency Board/MHC Board/MHA Commission Meeting of April 7, 2014 [CC/SA/MHC/MHA]

**B. Administrative Reports**

1. Consider Receiving and Filing of Treasurer's Report [CC] 5
2. Consider Approval of Warrant Register, Payroll Documentation, and Documentation Related to a Special One-Time Stipend for Members of the San Bernardino Public Employees Association and the City of Montclair Management Group [CC] 6
3. Consider Receiving and Filing of Treasurer's Report [SA] 7
4. Consider Approval of Warrant Register [SA] 8
5. Consider Receiving and Filing of Treasurer's Report [MHC] 9
6. Consider Approval of Warrant Register [MHC] 10
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8. Consider Approval of Warrant Register [MHA] 12
9. Consider Setting a Public Hearing to Consider Ordinance No. 14-942 Amending Chapters 11.02 and 11.78 of the Montclair Municipal Code Related to Certified Farmers' Markets [CC] 13

10. Consider Setting a Public Hearing to Consider Adoption of Resolution No. 14-3026 Amending Animal Licensing and Sheltering Fees [CC]	17
<b>C. Agreements</b>	
1. Consider Approval of Agreement No. 14-25, the Fourth Amendment to Agreement No. 06-77 With AEI-CASC Engineering, Inc., for Plan Checking Services Related to Water Quality Management Plans [CC]	20
2. Consider Approval of Agreement No. 14-26 With 3SI Security Systems for Allocation and Expenditure of Proposition 30 Funds for Purchase of Five Electronic Stakeout Tracker Systems [CC]	30
3. Consider Approval of Agreement No. 14-27-I-90, an Irrevocable Annexation Agreement With John Wilkiewicz for 4146 Howard Street (Assessor's Parcel No. 1012-241-07) [CC]	34
<b>D. Resolutions - None</b>	
<b>IX. PULLED CONSENT CALENDAR ITEMS</b>	
<b>X. RESPONSE - None</b>	
<b>XI. COMMUNICATIONS</b>	
<b>A. City Attorney</b>	
1. Closed Session Pursuant to Government Code Section 54956.9(d)(1) Regarding Pending Litigation  Kenneth Pollich v. Montclair	
2. Closed Session Pursuant to Government Code Section 54956.9(d)(1) Regarding Pending Litigation  Gail v. Montclair	
<b>B. City Manager/Executive Director</b>	
<b>C. Mayor/Chairman</b>	
1. Announcement of Vacancies on the Community Action Committee and Planning Commission	
<b>D. Council/SA/MHC/MHA Board</b>	

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

1. Minutes of the Personnel Committee Meeting of April 7, 2014 39

**XII. COUNCIL WORKSHOP**

A. Strategic Planning Session

(Council may consider continuing this item to an adjourned meeting on Thursday, April 24, 2014, at 4:00 p.m. at the Senior Center.)

**XIII. ADJOURNMENT OF SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS AND MONTCLAIR HOUSING AUTHORITY COMMISSIONERS**

*(At this time, the City Council will meet in Closed Session regarding pending litigation.)*

**XIV. CLOSED SESSION ANNOUNCEMENTS**

**XV. ADJOURNMENT OF CITY COUNCIL**

*The next regularly scheduled City Council, Successor Agency Board, Montclair Housing Corporation Board, and Montclair Housing Authority Commission meetings will be held on Monday, May 5, 2014, at 7:00 p.m. in the Council Chambers.*

*Reports, backup materials, and additional materials related to any item on this Agenda distributed to the City Council, Successor Agency Board, Montclair Housing Corporation Board, and Montclair Housing Authority Commission after distribution of the Agenda packet are available for public inspection in the Office of the City Clerk located at 5111 Benito Street, Montclair, California, between 7:00 a.m. and 6:00 p.m., Monday through Thursday.*

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Deputy City Clerk at (909) 625-9416. Notification 48 hours 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, Yvonne L. Smith, Deputy 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 bulletin board adjacent to the north door of Montclair City Hall on April 17, 2014.*

## AGENDA REPORT

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**SUBJECT:** CONSIDER RECEIVING AND FILING OF  
TREASURER'S REPORT

**DATE:** April 21, 2014

**SECTION:** ADMIN. REPORTS

**ITEM NO.** 1

**FILE I.D.:** FIN520

**DEPT.:** ADMIN. SVCS.

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**REASON FOR CONSIDERATION:** The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending March 31, 2014, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Treasurer's Report for the period ending March 31, 2014.

**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 March 31, 2014.

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Prepared by:

*Janet Kullback*  
*James Smith*

Reviewed and  
Approved by:

*Donald L. Parker*  
*Steve Just*

Proofed by:

Presented by:

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## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF WARRANT REGISTER, PAYROLL DOCUMENTATION, AND DOCUMENTATION RELATED TO A SPECIAL ONE-TIME STIPEND FOR MEMBERS OF THE SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION AND THE CITY OF MONTCLAIR MANAGEMENT GROUP	<b>DATE:</b> April 21, 2014 <b>SECTION:</b> ADMIN. REPORTS <b>ITEM NO.:</b> 2 <b>FILE I.D.:</b> FIN540 <b>DEPT.:</b> ADMIN. SVCS.
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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of the Warrant Register, Payroll Documentation, and documentation related to a special one-time stipend for members of the San Bernardino Public Employees Association (SBPEA) and the City of Montclair Management Group (Management Group).

**BACKGROUND:** Mayor Pro Tem Ruh has examined the Warrant Register dated April 21, 2014; Payroll Documentation dated March 9, 2014; and documentation related to a special one-time stipend for SBPEA and Management Group members dated March 1, 2014.

**FISCAL IMPACT:** The Warrant Register dated April 21, 2014, totals \$767,493.34. The Payroll Documentation dated March 9, 2014, totals \$552,196.04 gross, with \$387,417.48 net being the total cash disbursement. The special one-time stipend documentation dated March 1, 2014, for SBPEA and Management Group members was \$108,000.00 and \$50,000.00 respectively gross, with \$140,512.22 net being the total cash disbursement.

**RECOMMENDATION:** Staff recommends the City Council approve the above referenced Warrant Register, Payroll Documentation, and documentation related to a special one-time stipend for members of the San Bernardino Public Employees Association and the City of Montclair Management Group as presented.

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Prepared by:

*Yvonne L. Smith*  
*Amelie Phillips*

Reviewed and  
Approved by:

*[Signature]*  
*[Signature]*

Proofed by:

Presented by:

## AGENDA REPORT

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**SUBJECT:** CONSIDER RECEIVING AND FILING OF  
TREASURER'S REPORT

**DATE:** April 21, 2014

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 3

**FILE I.D.:** FIN510

**DEPT.:** SUCCESSOR RDA

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**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 Treasurer's Report for the month ending March 31, 2014, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Successor to the Redevelopment Agency Treasurer's Report for the period ending March 31, 2014.

**FISCAL IMPACT:** Routine—report of the Agency's cash and investments.

**RECOMMENDATION:** Staff recommends the City Council acting as successor to the Redevelopment Agency Board of Directors receive and file the Successor to the Redevelopment Agency Treasurer's Report for the month ending March 31, 2014.

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Prepared by:

*Michael P. Pithonakis*  
*Gronie R. Smith*

Reviewed and  
Approved by:

*Donald Parker*

Proofed by:

Presented by:

*Donald Parker*  
*Donald Parker*

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# AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF WARRANT REGISTER    **DATE:** April 21, 2014  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 4  
**FILE I.D.:** FIN530  
**DEPT.:** SUCCESSOR RDA

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**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 March 31, 2014, pursuant to state law.

**BACKGROUND:** Vice Chairman Ruh has examined the Successor to the Redevelopment Agency Warrant Register dated 03.01.14–03.31.14 in the amounts of \$14,297.16 for the Combined Operating Fund; \$0.00 for the Redevelopment Obligation Retirement Funds; \$0.00 from the Tax Exempt Bond Proceeds and \$0.00 from the Taxable Bond Proceeds and finds it to be in order.

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

**RECOMMENDATION:** Vice Chairman Ruh 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 March 31, 2014.

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Prepared by: Michael Pustowski      Reviewed and Approved by: Ronald L. Bayler  
Proofed by: Gronne R. Smith      Presented by: [Signature]

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## AGENDA REPORT

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**SUBJECT:** CONSIDER RECEIVING AND FILING OF  
TREASURER'S REPORT

**DATE:** April 21, 2014

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 5

**FILE I.D.:** FIN525

**DEPT.:** MHC

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**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 March 31, 2014, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Treasurer's Report for the period ending March 31, 2014.

**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 March 31, 2014.

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Prepared by:

*Michael P. Pichonche*

Reviewed and  
Approved by:

*Donald L. Pagan*

Proofed by:

*Gloria Romo*

Presented by:

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF WARRANT REGISTER    **DATE:** April 21, 2014  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 6  
**FILE I.D.:** FIN545  
**DEPT.:** MHC

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**REASON FOR CONSIDERATION:** The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending March 31, 2014, pursuant to state law.

**BACKGROUND:** Vice Chairman Ruh has examined the Warrant Register dated 03.01.14-03.31.14 in the amount of \$26,130.23 for the Montclair Housing Corporation and finds it to be in order.

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

**RECOMMENDATION:** Vice Chairman Ruh recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending March 31, 2014.

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Prepared by:

*Michael P. Pithonku*

Reviewed and  
Approved by:

*Donald F. Park*

Proofed by:

*Joanne L. Smith*

Presented by:

*Donald F. Park*

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## AGENDA REPORT

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**SUBJECT:** CONSIDER RECEIVING AND FILING OF  
TREASURER'S REPORT

**DATE:** April 21, 2014

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 7

**FILE I.D.:** FIN525

**DEPT.:** MHA

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**REASON FOR CONSIDERATION:** The Montclair Housing Authority Board of Directors is requested to receive and file the Montclair Housing Authority Treasurer's Report for the month ending March 31, 2014, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Treasurer's Report for the period ending March 31, 2014.

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

**RECOMMENDATION:** Staff recommends the Montclair Housing Authority Board of Directors receive and file the Treasurer's Report for the month ending March 31, 2014.

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Prepared by:

*Michael Prothorn*  
*Gonae Smith*

Reviewed and  
Approved by:

*Ronald F. ...*

Proofed by:

Presented by:

*[Signature]*

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## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF WARRANT REGISTER	<b>DATE:</b> April 21, 2014
	<b>SECTION:</b> ADMIN. REPORTS
	<b>ITEM NO.:</b> 8
	<b>FILE I.D.:</b> FIN545
	<b>DEPT.:</b> MHA

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**REASON FOR CONSIDERATION:** The Montclair Housing Authority Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending March 31, 2014, pursuant to state law.

**BACKGROUND:** Vice Chairman Ruh has examined the Warrant Register dated 03.01.14-03.31.14 in the amount of \$325,136.45 for the Montclair Housing Authority and finds it to be in order.

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

**RECOMMENDATION:** Vice Chairman Ruh recommends the Montclair Housing Authority Board of Directors approve the Warrant Register for the period ending March 31, 2014.

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Prepared by: <u>Michael Pithorsky</u>	Reviewed and Approved by: <u>Ronald F. Park</u>
Proofed by: <u>Yvonne R. Smith</u>	Presented by: <u>Donald J. West</u>

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## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER SETTING A PUBLIC HEARING TO CONSIDER ORDINANCE NO. 14-942 AMENDING CHAPTERS 11.02 AND 11.78 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO CERTIFIED FARMERS' MARKETS	<b>DATE:</b> April 21, 2014 <b>SECTION:</b> ADMIN. REPORTS <b>ITEM NO.:</b> 9 <b>FILE I.D.:</b> HSV042 <b>DEPT.:</b> HUMAN SVCS.
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**REASON FOR CONSIDERATION:** Amendments to the Municipal Code require public hearing review and approval by the City Council.

**BACKGROUND:** In Fiscal Year 2012-13, First 5 San Bernardino County awarded a grant to the City under the program Healthy Montclair to help identify needs in the City related to health. One of the needs identified was access to healthy foods. One of the goals identified for Fiscal Year 2013-14 to meet this need is to provide an area in the City for a certified farmer's market.

Staff has crafted the code amendment to allow certified farmers' markets with a Conditional Use Permit in the following locations:

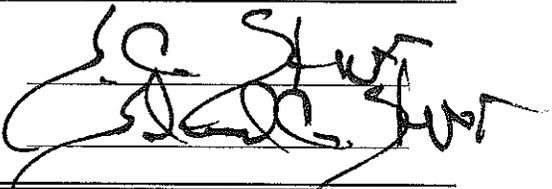
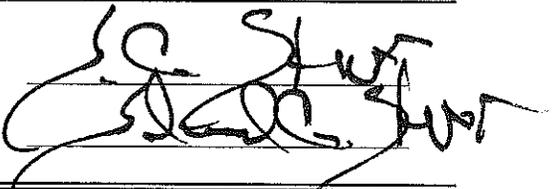
- R-1 (Single-family Residential) zones on property developed with civic or public uses only when co-sponsored by the City
- R-1 (Single-Family Residential) zones on property developed with religious or public educational uses
- C-3 (General Commercial)

Applications for certified farmers' markets would each be evaluated on their own merits and, if recommended for approval, appropriate conditions would be recommended to the Planning Commission in order to minimize impacts to surrounding property owners and businesses.

**FISCAL IMPACT:** The cost to publish a Notice of Public Hearing in the *Inland Valley Daily Bulletin* related to Ordinance No. 14-942 should not exceed \$400.

**RECOMMENDATION:** Staff recommends the City Council set a public hearing for Monday, May 5, 2014, at 7:00 p.m. in the City Council Chambers to consider adoption of Ordinance No. 14-942 amending Chapters 11.02 and 11.78 of the Montclair Municipal Code related to certified farmers' markets.

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Prepared by: <u>M. Richter</u>	Reviewed and Approved by: 
Proofed by: <u>Lay Fangerow</u>	Presented by: 

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**ORDINANCE NO. 14-942**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING CHAPTER 11.02 ("DEFINITIONS") AND CHAPTER 11.78 ("CONDITIONAL USE PERMITS") OF THE MONTCLAIR MUNICIPAL CODE TO ALLOW CERTIFIED FARMERS' MARKETS**

**WHEREAS**, Certified Farmers' Markets involve the occasional, seasonal, regular, or semiregular sales of fresh food products grown or produced by local farmers that is certified by the State of California and operated in accordance with the State of California Food and Agricultural Code; and

**WHEREAS**, in 1977, regulations required farmers to properly pack, size, and label their fresh fruits, nuts, and vegetables in standard containers to transport and sell in markets anywhere other than the farm site; and

**WHEREAS**, in 1977, the California Department of Food and Agriculture exempted farmers from packing, sizing, and labeling requirements, allowing their products to be sold at Certified Farmers' Markets; and

**WHEREAS**, Certified Farmers' Markets offer consumers an alternative location to purchase fresh foods grown or produced by local farmers and provides consumers with an opportunity to meet the farmers and learn how their food supply is produced; and

**WHEREAS**, the direct marketing of agricultural products through Certified Farmers' Markets benefits the agricultural community and consumers by allowing small farmers to market their products without the added expenses of commercial preparation, thereby increasing their net income and making it possible for them to stay in business; and

**WHEREAS**, there are approximately 700 Certified Farmers' Markets statewide and approximately 2,200 certified producers; of these markets, 51 percent are year-round markets and the balance are seasonal; and

**WHEREAS**, several local cities have established Certified Farmers' Markets, many operating on a weekly basis, for the convenience of their residents; and

**WHEREAS**, establishment of a Certified Farmers' Market on a regular or semiregular basis has the potential to attract customers from outside the community who may also desire to patronize other businesses in Montclair.

**THE CITY COUNCIL OF THE CITY OF MONTCLAIR DOES ORDAIN AS FOLLOWS:**

**SECTION I. Amendment of Code.**

The following definition is hereby added to Section 11.02.010 ("Definitions") of the Montclair Municipal Code:

**Certified Farmers' Market** means the occasional, seasonal, regular, or semiregular sales of food and farm produce such as fruits, vegetables, nuts, herbs, eggs, honey, flowers, and food products from livestock at an outdoor or indoor venue that is certified by the State of California and operated in accordance with Division 17, Chapter 10.5 (Section 47000 *et seq.*) of the State of California Food and Agricultural Code.

**SECTION II. Amendment of Code.**

Section 11.78.030(K) of the Montclair Municipal Code is hereby repealed and replaced as follows:

- K. Community uses (special uses)
  - 1. Certified farmers' markets (R-1, on property developed with civic or public uses only when sponsored or co-sponsored by the City; R-1, on property developed with religious or public educational uses; C-3)
  - 2. Wireless telecommunications facilities (AP, C-2, C-3, MIP, M-1, M-2)

**SECTION III. Severability.**

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

**SECTION IV. Effective Date.**

This Ordinance shall be in full force and effect thirty (30) days after passage.

**SECTION V. Posting.**

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, 2014.

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Mayor

**ATTEST:**

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Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 14-942 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2014, and finally passed not less than five (5) days thereafter on the XX day of XX, 2007, by the following vote, to-wit:

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

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Yvonne L. Smith  
Deputy City Clerk

## AGENDA REPORT

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**SUBJECT:** CONSIDER SETTING A PUBLIC HEARING  
TO CONSIDER ADOPTION OF RESOLUTION  
NO. 14-3026 AMENDING ANIMAL LICENS-  
ING AND SHELTERING FEES

**DATE:** April 21, 2014  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 10  
**FILE I.D.:** ANL100  
**DEPT.:** ADMIN. SVCS.

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**REASON FOR CONSIDERATION:** Inland Valley Humane Society (IVHS), the animal control services provider for the City, is requesting adjustments to animal licensing and sheltering fees. Pursuant to Montclair Municipal Code Sections 5.08.020 and 5.08.040, the City Council considers and acts on all fees related to animal licensing and sheltering.

A copy of proposed Resolution No. 14-3026 amending fees charged by IVHS for animal licensing and sheltering and *Exhibit A: Animal Licensing and Sheltering Fees* to the Resolution are attached.

**BACKGROUND:** IVHS is a private nonprofit organization that offers a wide range of animal care and control services. IVHS provides animal care and control services to the cities of Chino, Chino Hills, Claremont, Diamond Bar, Glendora, La Verne, Montclair, Ontario, Pomona, San Dimas and the unincorporated areas of San Bernardino County including the West End, San Antonio Heights, and Mt. Baldy.

*Proposed Adjustments to Animal Licensing and Sheltering Fees*

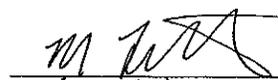
Attached as *Exhibit A* to proposed Resolution No. 14-3026 are proposed adjustments to the animal licensing and sheltering fees. In order to offset costs associated with the increased processing of stray dogs and cats, as well as general cost increases associated with animal control and educational programs, IVHS is proposing several fee adjustments. The proposed fee adjustments would be related to Impound fees, food and care fees for impounded animals, and owner release-delinquent license fees.

**FISCAL IMPACT:** The cost to publish a Notice of Public Hearing related to proposed Resolution No. 14-3026 is not expected to exceed \$400.

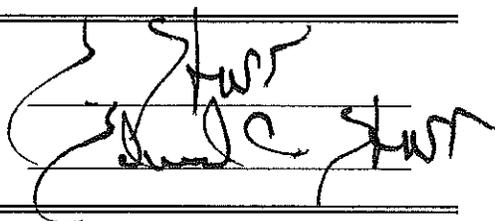
**RECOMMENDATION:** Staff recommends the City Council set a public hearing for Monday, May 5, 2014, at 7:00 p.m. in the City Council Chambers to consider adoption of Resolution No. 14-3026 amending animal licensing and sheltering fees.

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Prepared by: \_\_\_\_\_



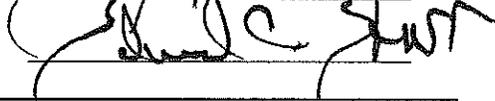
Reviewed and  
Approved by: \_\_\_\_\_



Proofed by: \_\_\_\_\_



Presented by: \_\_\_\_\_



**RESOLUTION NO. 14-3026**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MONTCLAIR AMENDING  
ANIMAL LICENSING AND SHELTERING FEES**

**WHEREAS**, Montclair Municipal Code Sections 5.08.020 and 5.08.040 establish that fees related to animal control and humane services shall be adopted by Resolution; and

**WHEREAS**, such services consist of dog licensing, animal impounding, food and care for impounded animals, and other services as directed; and

**WHEREAS**, the costs for providing animal control services by the Inland Valley Humane Society (IVHS) have increased significantly because of increases in operating costs associated with the increased number of stray dogs and cats and the sheltering of these animals; and

**WHEREAS**, revenues collected by the adjustment of Impound fees, food and care fees, and owner release-delinquent license fees charged by IVHS would offset increased costs associated with animal control; and

**WHEREAS**, the City Council desires the rates currently charged for animal licensing and sheltering be adjusted to offset more of the costs for providing animal control services.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair does hereby adopt animal licensing and sheltering fees as set forth in Exhibit A.

**APPROVED AND ADOPTED** this XX day of XX, 2014.

\_\_\_\_\_  
Mayor

**ATTEST:**

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

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 14-3026 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, 2014, and that it was adopted by the following vote, to-wit:

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

\_\_\_\_\_  
Yvonne L. Smith  
Deputy City Clerk

## Exhibit A: Animal Licensing and Sheltering Fees

<i>License Fees</i>	<i>Current</i>	<i>Proposed</i>	<i>Difference</i>
Unaltered	\$40.00	\$40.00	-0-
Altered	\$20.00	\$20.00	-0-
S/C Unaltered	\$40.00	\$40.00	-0-
S/C Altered	\$7.50	\$7.50	-0-
Penalty	\$35.00	\$35.00	-0-
<i>Impound Fees</i>			
1st Offense/Altered	\$25.00	\$30.00	\$5.00
1st Offense/Unaltered	\$25.00	\$30.00	\$5.00
2nd Offense/Altered	\$40.00	\$60.00	\$20.00
2nd Offense/Unaltered	\$40.00	\$60.00	\$20.00
3rd Offense/Altered	\$60.00	\$90.00	\$30.00
3rd Offense/Unaltered	\$60.00	\$90.00	\$30.00
Cat-Altered	\$5.00	\$10.00	\$5.00
Cat-Unaltered	\$5.00	\$10.00	\$5.00
Small animal	\$5.00	\$10.00	\$5.00
Medium animal	\$15.00	\$25.00	\$10.00
Large animal	\$25.00	\$35.00	\$10.00
<i>Food and Care</i>			
Dog	\$10.00	\$10.00	-0-
Cat	\$10.00	\$10.00	-0-
Small animal	\$7.00	\$7.00	-0-
Medium animal	\$10.00	\$10.00	-0-
Large animal	\$15.00	\$25.00	\$10.00
Biter (OBS) animal	\$15.00	\$15.00	-0-
<i>Owner Release-Current License</i>			
Per animal	\$20.00	\$20.00	-0-
Per litter	\$25.00	\$25.00	-0-
O/R pickup live	\$30.00	\$30.00	-0-
O/R pickup dead (DOA)	\$20.00	\$20.00	-0-
<i>Owner Release-Delinquent License</i>			
Per animal	\$20.00	\$40.00	\$20.00
Per litter	\$25.00	\$30.00	\$5.00
O/R pickup live	\$30.00	\$40.00	\$10.00
O/R pickup dead (DOA)	\$20.00	\$40.00	\$20.00

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 14-25, THE FOURTH AMENDMENT TO AGREEMENT NO. 06-77 WITH AEI-CASC ENGINEERING, INC., FOR PLAN CHECKING SERVICES RELATED TO WATER QUALITY MANAGEMENT PLANS	<b>DATE:</b> April 21, 2014 <b>SECTION:</b> AGREEMENTS <b>ITEM NO.:</b> 1 <b>FILE I.D.:</b> PUB350 <b>DEPT.:</b> PUBLIC WORKS
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**REASON FOR CONSIDERATION:** Agreement No. 06-77 with AEI-CASC was approved by the City Council in 2006 to provide plan checking services for Water Quality Management Plans (WQMPs). It has been amended and extended three times, with Agreement No. 11-46 being the most recent. Agreement No. 11-46 expires on June 30, 2014. The City Council is requested to consider approval of Agreement No. 14-25 with AEI-CASC Engineering, Inc., to continue WQMP plan check services.

A copy of proposed Agreement No. 14-25 is attached for the City Council's review and consideration.

**BACKGROUND:** Water Quality Management Plans have been required for developments in San Bernardino County since 2004. The City has been providing the review and approval of these WQMPs since November of that year. In April 2006, the California Regional Water Quality Control Board, Santa Ana Region (Regional Board) notified the City of a change in the requirements for WQMPs. At that time, the Regional Board determined that WQMPs for many projects had to address "Hydrologic Conditions of Concern" (HCOC).

Under the direction of the Regional Board, most developers are required to address HCOC issues in their WQMPs. The HCOC requirement, together with other concerns, means the WQMP must be prepared by or under the direction of a registered civil engineer, which is the responsibility of the developer. The City, in turn, must have a registered civil engineer review and approve the information provided. AEI-CASC Engineering, Inc., employs the appropriate personnel to both prepare and review WQMPs.

At its meeting of July 17, 2006, the City Council approved Agreement No. 06-77 with AEI-CASC Engineering, Inc., for WQMP plan check services. The Agreement included an option to renew an additional two years by mutual consent of both parties. Agreement No. 07-43 amending the original Agreement was approved by the City Council on May 7, 2007. The third amendment was approved as Agreement No. 11-46 on April 18, 2011, extending the services through June 30, 2014.

AEI-CASC Engineering, Inc., has been reviewing WQMPs for Montclair since July 2006 and has performed these reviews exceptionally well. AEI-CASC Engineering, Inc., is very

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Prepared by: <u>J. Morales</u>	Reviewed and Approved by: <u>[Signature]</u>
Proofed by: <u>[Signature]</u>	Presented by: <u>[Signature]</u>

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responsive to the City with its WQMP issues and reviews and has continually maintained its knowledge of state water quality requirements to effectively review WQMPs.

In addition to WQMP plan check services, AEI-CASC Engineering, Inc., also provides a variety of stormwater compliance services such as a Qualified Storm Water Pollution Prevention Plan Developer (QSD) and Qualified Storm Water Pollution Prevention Plan Practitioner (QSP) for City improvement projects in accordance with the applicable State Construction General Permit (CGP). In addition, the company also provides Qualified Industrial Storm Water Pollution Prevention Plan Developer (QISD) services in accordance with the Industrial General Permit. Stormwater requirements are ever increasing with adoption of every new NPDES permit; therefore, the company's scope of work is expanded to include these services if Montclair is ever in need of a QSD and QSP for City improvement projects.

Proposed Agreement No. 14-25 with AEI-CASC Engineering, Inc., is for three years of WQMP plan check and QSD/QSP services and includes an option for renewal for an additional three years by mutual consent of both parties. The term of the proposed Agreement would commence on July 1, 2014, and would continue in effect for another three years until June 30, 2017.

**FISCAL IMPACT:** Plan check fees have been established by the City Council for review of WQMPs. It is the developers' responsibility to pay for the cost of reviewing their WQMPs. This review process is self-supporting with the application of plan check fees to pay for work performed by the City's consultant. In addition, AEI-CASC Engineering, Inc., does not charge the maximum rate established for plan checks and is not requesting an increase for plan check services.

If the City of Montclair is in need of AEI-CASC Engineering, Inc. to provide a QSD and/or QSP for a City improvement project, the cost of their services would be the burden of the improvement project so as not to impact the General Fund.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 14-25, the Fourth Amendment to Agreement No. 06-77 with AEI-CASC Engineering, Inc., for plan checking services related to Water Quality Management Plans.

**AMENDMENT NO. 4 TO AGREEMENT NO. 06-77  
WITH  
AEI-CASC ENGINEERING, INC.,  
FOR  
ENGINEERING CONSULTING SERVICES**

This is the fourth amendment to Agreement No. 06-77 by and between the City of Montclair, California, a municipal corporation, ("City") and AEI-CASC Engineering Inc. ("Consultant") dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014. It is hereby agreed to amend Agreement No. 06-77 dated June 19, 2006, as follows:

1. TERM

This contract shall commence on July 1, 2014, and terminate on June 30, 2017. This contract may be amended to further extend the term an additional three years if mutually agreeable to both parties.

2. SERVICES

No changes

3. PERFORMANCE

No changes

4. CITY MANAGEMENT

City's NPDES/Environmental Compliance Inspector shall represent the City in all matters pertaining to the coordination and administration of this consulting contract, including the review and approval of all products submitted by Consultant, but not including the authority to enlarge the Scope of Services to be performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents that enlarge the Scope of Services to be performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The City agrees to pay Consultant monthly in accordance with the payment rates and terms and the schedule of payment as set forth in a new Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Payment shall be made on a time and materials basis for a total not exceed \$35,000.00 per year.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time

City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall total compensation exceed Ten Thousand Dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. Said invoices shall detail all costs, rates, and hours for individual tasks. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all nondisputed 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.

**SECTIONS 6 THROUGH 23**

No changes

IN WITNESS THEREOF, the parties hereto execute this Agreement as of the day and year first set forth above.

**CITY:**

**CONSULTANT:**

**CITY OF MONTCLAIR, CALIFORNIA**

**AEI-CASC ENGINEERING, INC.**

1467 Circle City Drive  
Corona, CA 92879

\_\_\_\_\_  
Paul M. Eaton  
Mayor

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

**ATTEST:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Yvonne L. Smith  
Deputy City Clerk

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Diane E. Robbins  
City Attorney

## **Exhibit A**

### **Water Quality Management Plan (WQMP) Plan Check and Related Services**

#### **Scope of Services**

##### **Task 1 – WQMP Plan Checking**

Consultant shall review WQMPs submitted to the City. The purpose of the review is to determine each WQMP's general conformance with the appropriate edition of the document, "Technical Guidance Document for Water Quality Management Plans" (TGD), with development practices acceptable to the City (City Practices), and with the generally accepted standards and practices for urban runoff quality management in California (Industry Practices).

WQMP reviews may require review of supporting documentation including but not limited to environmental documents, conditions of approval, grading plans, project plans, landscape plans, hydrology reports, drainage reports, and other documentation submitted by the Applicant.

Consultant comments on WQMPs will be conveyed to the WQMP preparer in the form of "redlines" on documents and plans, and when required, via written narratives. Applicants shall be instructed to return redline comments with subsequent resubmittals of the WQMP. WQMP plan check comments shall be routed through the City of Montclair via email, mail, courier, or other method requested by the City, within 10 work days following receipt of the complete WQMP and supporting documentation.

When a WQMP is determined to conform to the TGD, City Practices, and Industry Practices, Consultant shall transmit a written WQMP Approval Recommendation to the City: said WQMP Approval Recommendations may include conditions related to the recommendation. The WQMP Approval Recommendation shall be accompanied by a list of recommended minimum inspection milestones. When requested by the City, Consultant shall update the MS4 Database to reflect the details associated with WQMPs recommended for approval by the City.

##### **Task 2 – WQMP Meetings**

Consultant shall meet and confer with the City to discuss WQMPs on an as-needed basis (e.g., when a WQMP proposes BMPs in the public right-of-way). Consultant shall meet and confer with development Applicants and WQMP preparers when requested by an Applicant/Preparer and approved by the City. The purpose of meeting and conferring with an Applicant/Preparer shall be to provide general guidance on WQMP preparation or to clarify WQMP redline comments. Meetings may be in person or via teleconference: in person meetings shall take place at the City, at the Consultant's office in Colton, or at another mutually agreeable location approved by the City.

##### **Task 3 – Construction General Permit Services**

Consultant shall provide on-call Qualified SWPPP Developer (QSD) and Qualified SWPPP Practitioner (QSP) services for City projects when requested by the City. QSD services may include but are not be limited to preparation of Storm Water Pollution Prevention Plans

(SWPPPs) in accordance with the applicable Construction General Permit (CGP), acting as a Data Submitter for filing documents and information in the State's Storm Water Multi-Application, Reporting, and Tracking System (SMARTS), and preparing Notices of Termination (NOTs). QSP services may include but are not limited to providing observation of assigned construction projects to verify the project is complying with requirements of the project SWPPP, preparing CGP-required Rain Event Action Plans (REAPs), construction site runoff pH and Turbidity testing using field meters, sampling for non-visible pollutants in runoff and analysis of samples via a certified laboratory, taking photographs to document site conditions, preparing observation reports and inspection logs, acting as a Data Submitter to upload construction phase information to SMARTS, and reporting back to the City regarding findings and observations. All QSD services shall be performed by a certified QSD in good standing. All QSP services shall be performed by a certified QSP in good standing, or as allowed by the CGP, by a QSD in good standing.

#### **Task 4 – Industrial General Permit Services**

Consultant shall provide on-call services to assist the City meet its obligations under the Industrial General Permit (IGP). Services may include but are not limited to preparing Storm Water Pollution Prevention Plans (SWPPPs), runoff sampling, training of staff relative to the requirements of the IGP and the site SWPPP, acting as a Data Submitter for filing documents and information in the State's Storm Water Multi-Application, Reporting, and Tracking Systems (SMARTS), observation of site operations to gauge a site's level of compliance with the IGP, and preparation of observation and inspection reports.

#### **Task 5 – NPDES Program On-Call Services**

Consultant shall assist the City by providing consulting services in support of the City's efforts to comply with its NPDES permit. NPDES on-call services shall be provided when approved by the City representative. Services may include but are not limited to: conducting observations or inspections of construction sites, commercial sites, and industrial sites; reviewing and commenting on documents developed by the area-wide program; responding to audit results issued by the Regional Board or EPA, including similar documents; reporting; and other services deemed necessary by the City under its NPDES program.

#### **Task 6 – Project Coordination**

Consultant shall coordinate with City representatives as needed to provide for the effective and efficient conduct of the work. Consultant shall maintain a log showing the status of WQMPs submitted for review, including the date the WQMP was received, the date redline comments were returned, the City's project tracking number, and the status of the WQMP (e.g., approved, revise/resubmit). The WQMP log shall be transmitted to the City when requested. Consultant shall invoice the City monthly for services performed, with a breakdown showing the allocation of labor and expenses by project or task assigned by the City.

#### **Terms**

Consultant shall provide services on a time and expense basis in accordance with the rates in Exhibit B.

### **Information and Materials to be Provided by the City**

The City shall provide Consultant with information and materials related to projects assigned to the Consultant, including but not limited to project plans, engineering plans, drainage plans, storm drain plans, and other plans and reports needed to support the conduct of on-call services. The City shall identify a City representative to be the primary point of contact between the City and Consultant.

### **Service Statement**

AEI-CASC has developed a broad based expertise in the NPDES regulatory requirements and, as such, provides consulting services to a multitude of clientele including developers/builders, industrial facility owners/operators, contractors and public agencies.

AEI-CASC is committed to providing all of our clients with practical and cost-effective consulting services to assist them in achieving compliance with water quality regulations. AEI-CASC does not accept assignments, and will terminate our services, where the client's objective is to evade regulatory compliance or to obfuscate non-compliance.

At times AEI-CASC may be in the position of providing consulting services to multiple entities within a jurisdiction (such as document preparation for a contractor or industrial facility owner and inspection services for the local agency). In such instances, AEI-CASC will:

- Not accept assignments that pose a direct conflict of interest.
- Advise clients of such known specific occurrences, when we have coincident compliance interests
- Assign separate staff to each client when we have coincident compliance interests

###

## Exhibit B

AEI-CASC Engineering, Inc.  
doing business as

### CASC Engineering and Consulting

#### RATE SCHEDULE

July 1, 2014 to June 30, 2015

	<u>\$/Hour</u>		<u>\$/Hour</u>
<b><u>Engineering</u></b>		<b><u>Environmental</u></b>	
Engineer I	\$75	Environmental Analyst / Scientist I	\$75
Engineer II	\$95	Environmental Analyst / Scientist II	\$95
Engineer III	\$115	Environmental Analyst / Scientist III	\$115
Engineer IV	\$120	Environmental Analyst / Scientist IV	\$120
Engineer V	\$125	Environmental Analyst / Scientist V	\$125
Engineer VI	\$135	Environmental Analyst / Scientist VI	\$130
Engineer VII	\$140	Environmental Analyst / Scientist VII	\$135
Engineer VIII	\$150	Environmental Analyst / Scientist VIII	\$140
Engineer IX	\$155	Environmental Analyst / Scientist IX	\$150
Engineer X	\$180	Environmental Analyst / Scientist X	\$155
<b><u>Survey and Mapping</u></b>		<b><u>Administration</u></b>	
Survey Analyst	\$115	Project Assistant	\$65
Senior Survey Analyst	\$135	Project Coordinator/Clerical I	\$70
Survey Project Manager	\$145	Project Coordinator/Clerical II	\$75
Director of Survey and Mapping, P.L.S.	\$170	Project Coordinator/Clerical III	\$80
One Person Survey/GPS Crew	\$210	Project Coordinator/Clerical IV	\$85
Two Person Survey/GPS Crew	\$240	Principal	\$190
Three Person Survey/GPS Crew	\$265		
<b><u>Landscape Architecture</u></b>		<b><u>Litigation Support and Expert Witness</u></b>	
Senior Landscape Designer	\$125	Litigation support and expert witness services shall be at the	
Landscape Architect - Registered	\$145	hourly rates herein times a factor of 2.0	

#### **Prevailing Wage**

Projects and/or portions thereof designated by Client to be subject to Prevailing Wage shall be billed at the regular staff rate or the Prevailing Wage rate, whichever is higher. The Prevailing Wage rate shall be (2.28) X (Total Hourly Rate), where the Total Hourly Rate is from the Wage Rate Determination issued by California's Director of Industrial Relations for the locality and employee classification at the time the work is performed.

#### **REIMBURSABLE EXPENSES**

The following expenses will be billed at cost plus 15% unless otherwise noted:

**Outside Services:** Includes fees paid to sub-consultants, consultants, analytical laboratories, and other providers of services required for execution of the project.

**Permits, Applications, and Fees:** Includes fees for Notices of Intent (NOI), Notices of Termination (NOT), application fees, submittal fees, permit fees, and other fees required as part of the project and not paid directly by Client.

**Reproduction Services:** Includes blueprinting, copying, printing and plotting. In-house plots will be billed at \$6.00 per sheet for each client set and for a final in-house review set. B&W / Color copies: \$0.08 / \$0.90 for 8.5X11 and \$0.20 / \$1.20 for 11X17.

**Rental Fees:** Includes rental fees paid by the firm, including required vehicles, equipment, and tools required to complete the work.

**Commercial Delivery Services:** Including Express Mail, Federal Express, UPS, and independent courier services.

**In-House Pick-Up and Delivery Services:** When provided by the firm, these services will be billed at \$50.00 per hour plus \$0.66 per mile round trip, with no additional markup.

**Travel Expenses:** Includes travel expenses incidental to performance of the work, including airfare, parking, tolls, taxi, lodging, and etc. 4x4 Survey Truck with Equipment, \$74/day. Vehicle mileage will be billed at a rate of \$0.66 per mile with no additional markup. Travel time for professional and administrative staff will be billed per the hourly fee rate schedule with no additional markup.

**Per Diem:** Per diem for meals for overnight stays will be billed at \$40 per day, per person.

**Waiver of Subrogation:** When a *Waiver of Subrogation for Workman's Compensation Insurance* is required by Client, the Client will be required to pay the additional insurance premium. The approximate amount for the waiver is \$250.00 per year.

## Exhibit B

AEI-CASC Engineering, Inc.  
doing business as

### CASC Engineering and Consulting

#### RATE SCHEDULE

July 1, 2015 to June 30, 2016

	<u>\$/Hour</u>		<u>\$/Hour</u>
<b><u>Engineering</u></b>		<b><u>Environmental</u></b>	
Engineer I	\$80	Environmental Analyst / Scientist I	\$80
Engineer II	\$100	Environmental Analyst / Scientist II	\$100
Engineer III	\$120	Environmental Analyst / Scientist III	\$120
Engineer IV	\$125	Environmental Analyst / Scientist IV	\$125
Engineer V	\$130	Environmental Analyst / Scientist V	\$130
Engineer VI	\$140	Environmental Analyst / Scientist VI	\$135
Engineer VII	\$145	Environmental Analyst / Scientist VII	\$140
Engineer VIII	\$155	Environmental Analyst / Scientist VIII	\$145
Engineer IX	\$160	Environmental Analyst / Scientist IX	\$155
Engineer X	\$185	Environmental Analyst / Scientist X	\$160
<b><u>Survey and Mapping</u></b>		<b><u>Administration</u></b>	
Survey Analyst	\$120	Project Assistant	\$70
Senior Survey Analyst	\$140	Project Coordinator/Clerical I	\$75
Survey Project Manager	\$150	Project Coordinator/Clerical II	\$80
Director of Survey and Mapping, P.L.S.	\$175	Project Coordinator/Clerical III	\$85
One Person Survey/GPS Crew	\$215	Project Coordinator/Clerical IV	\$90
Two Person Survey/GPS Crew	\$245	Principal	\$195
Three Person Survey/GPS Crew	\$270		
<b><u>Landscape Architecture</u></b>		<b><u>Litigation Support and Expert Witness</u></b>	
Senior Landscape Designer	\$130	Litigation support and expert witness services shall be at the	
Landscape Architect - Registered	\$150	hourly rates herein times a factor of 2.0	

#### **Prevailing Wage**

Projects and/or portions thereof designated by Client to be subject to Prevailing Wage shall be billed at the regular staff rate or the Prevailing Wage rate, whichever is higher. The Prevailing Wage rate shall be  $(2.28) \times$  (Total Hourly Rate), where the Total Hourly Rate is from the Wage Rate Determination issued by California's Director of Industrial Relations for the locality and employee classification at the time the work is performed.

#### **REIMBURSABLE EXPENSES**

The following expenses will be billed at cost plus 15% unless otherwise noted:

**Outside Services:** Includes fees paid to sub-consultants, consultants, analytical laboratories, and other providers of services required for execution of the project.

**Permits, Applications, and Fees:** Includes fees for Notices of Intent (NOI), Notices of Termination (NOT), application fees, submittal fees, permit fees, and other fees required as part of the project and not paid directly by Client.

**Reproduction Services:** Includes blueprinting, copying, printing and plotting. In-house plots will be billed at \$6.00 per sheet for each client set and for a final in-house review set. B&W / Color copies: \$0.08 / \$0.90 for 8.5X11 and \$0.20 / \$1.20 for 11X17.

**Rental Fees:** Includes rental fees paid by the firm, including required vehicles, equipment, and tools required to complete the work.

**Commercial Delivery Services:** Including Express Mail, Federal Express, UPS, and independent courier services.

**In-House Pick-Up and Delivery Services:** When provided by the firm, these services will be billed at \$52.00 per hour plus \$0.66 per mile round trip, with no additional markup.

**Travel Expenses:** Includes travel expenses incidental to performance of the work, including airfare, parking, tolls, taxi, lodging, and etc. 4x4 Survey Truck with Equipment, \$74/day. Vehicle mileage will be billed at a rate of \$0.66 per mile with no additional markup. Travel time for professional and administrative staff will be billed per the hourly fee rate schedule with no additional markup.

**Per Diem:** Per diem for meals for overnight stays will be billed at \$45 per day, per person.

**Waiver of Subrogation:** When a *Waiver of Subrogation for Workman's Compensation Insurance* is required by Client, the Client will be required to pay the additional insurance premium. The approximate amount for the waiver is \$250.00 per year.

## Exhibit B

AEI-CASC Engineering, Inc.  
doing business as

### CASC Engineering and Consulting

#### RATE SCHEDULE

July 1, 2016 to June 30, 2017

	<u>\$/Hour</u>		<u>\$/Hour</u>
<b><u>Engineering</u></b>		<b><u>Environmental</u></b>	
Engineer I	\$85	Environmental Analyst / Scientist I	\$85
Engineer II	\$105	Environmental Analyst / Scientist II	\$105
Engineer III	\$125	Environmental Analyst / Scientist III	\$125
Engineer IV	\$130	Environmental Analyst / Scientist IV	\$130
Engineer V	\$135	Environmental Analyst / Scientist V	\$135
Engineer VI	\$145	Environmental Analyst / Scientist VI	\$140
Engineer VII	\$155	Environmental Analyst / Scientist VII	\$150
Engineer VIII	\$165	Environmental Analyst / Scientist VIII	\$155
Engineer IX	\$170	Environmental Analyst / Scientist IX	\$160
Engineer X	\$190	Environmental Analyst / Scientist X	\$170
<b><u>Survey and Mapping</u></b>		<b><u>Administration</u></b>	
Survey Analyst	\$125	Project Assistant	\$70
Senior Survey Analyst	\$145	Project Coordinator/Clerical I	\$75
Survey Project Manager	\$155	Project Coordinator/Clerical II	\$80
Director of Survey and Mapping, P.L.S.	\$180	Project Coordinator/Clerical III	\$85
One Person Survey/GPS Crew	\$220	Project Coordinator/Clerical IV	\$90
Two Person Survey/GPS Crew	\$250	Principal	\$195
Three Person Survey/GPS Crew	\$275		
<b><u>Landscape Architecture</u></b>		<b><u>Litigation Support and Expert Witness</u></b>	
Senior Landscape Designer	\$135	Litigation support and expert witness services shall be at the	
Landscape Architect - Registered	\$155	hourly rates herein times a factor of 2.0	

#### **Prevailing Wage**

Projects and/or portions thereof designated by Client to be subject to Prevailing Wage shall be billed at the regular staff rate or the Prevailing Wage rate, whichever is higher. The Prevailing Wage rate shall be (2.28) X (Total Hourly Rate), where the Total Hourly Rate is from the Wage Rate Determination issued by California's Director of Industrial Relations for the locality and employee classification at the time the work is performed.

#### **REIMBURSABLE EXPENSES**

The following expenses will be billed at cost plus 15% unless otherwise noted:

**Outside Services:** Includes fees paid to sub-consultants, consultants, analytical laboratories, and other providers of services required for execution of the project.

**Permits, Applications, and Fees:** Includes fees for Notices of Intent (NOI), Notices of Termination (NOT), application fees, submittal fees, permit fees, and other fees required as part of the project and not paid directly by Client.

**Reproduction Services:** Includes blueprinting, copying, printing and plotting. In-house plots will be billed at \$6.00 per sheet for each client set and for a final in-house review set. B&W / Color copies: \$0.08 / \$0.90 for 8.5X11 and \$0.20 / \$1.20 for 11X17.

**Rental Fees:** Includes rental fees paid by the firm, including required vehicles, equipment, and tools required to complete the work.

**Commercial Delivery Services:** Including Express Mail, Federal Express, UPS, and independent courier services.

**In-House Pick-Up and Delivery Services:** When provided by the firm, these services will be billed at \$55.00 per hour plus \$0.66 per mile round trip, with no additional markup.

**Travel Expenses:** Includes travel expenses incidental to performance of the work, including airfare, parking, tolls, taxi, lodging, and etc. 4x4 Survey Truck with Equipment, \$74/day. Vehicle mileage will be billed at a rate of \$0.66 per mile with no additional markup. Travel time for professional and administrative staff will be billed per the hourly fee rate schedule with no additional markup.

**Per Diem:** Per diem for meals for overnight stays will be billed at \$50 per day, per person.

**Waiver of Subrogation:** When a *Waiver of Subrogation for Workman's Compensation Insurance* is required by Client, the Client will be required to pay the additional insurance premium. The approximate amount for the waiver is \$250.00 per year.

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO.14-26 WITH 3SI SECURITY SYSTEMS FOR ALLOCATION AND EXPENDITURE OF PROPOSITION 30 FUNDS FOR PURCHASE OF FIVE ELECTRONIC STAKEOUT TRACKER SYSTEMS	<b>DATE:</b> April 21, 2014 <b>SECTION:</b> AGREEMENTS <b>ITEM NO.:</b> 2 <b>FILE I.D.:</b> PDT405 <b>DEPT.:</b> POLICE
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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 14-26 with 3SI Security Systems for allocation and expenditure of Proposition 30 funds for purchase of five Electronic Stakeout (ESO) tracker systems.

**BACKGROUND:** The Police Chief is requesting current Proposition 30 funds be allocated to purchase five ESO tracker systems from 3SI Security Systems. The ESO tracker systems would serve law enforcement, local businesses, and Montclair residents.

An ESO tracker system is an apprehension tool to actively target criminals perpetrating property crimes affecting the quality of life in our community. This highly effective and fiscally efficient tool is the next wave for modern policing. The number of police agencies turning to Global Positioning System (GPS) technology to protect assets is increasing. GPS is a satellite-based navigation system that provides a quick and accurate location of people and assets anywhere on the planet. 3SI Security Systems uses Electronic Satellite Pursuit (ESP), a proven GPS tracking system that combines high-sensitivity GPS, cellular, and radio frequency (RF) location technologies to provide a powerful and effective tracking and location tool.

An ESO tracking system is a small electronic GPS device capable of being concealed within or on many objects. The fully automatic devices stay hidden until needed and have high-sensitivity GPS systems built into them. Only one high-speed Internet computer is needed to track the device via a secured website. The system is completely silent, giving no indication to the thief that a tracking system is in progress. RF technology provides an additional location method. The device battery status and history is available via a secured website. Device tracking and event history is also stored on a secured website. The devices are easy to maintain and use and require minimal installation time. The device's battery system self-checks and is serviced once every 12 months.

Police agencies deploying ESO tracking systems have experienced significant drops in property crimes. The devices prevent future property crimes, utilize little resources, and have remote access which reduces manpower deployment. Community relations also improve significantly as a result of tangible results.

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Prepared by: <u>B. Ventura</u>	Reviewed and Approved by:	<u>[Signature]</u>
Proofed by: <u>[Signature]</u>	Presented by:	<u>[Signature]</u>

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The different uses for the ESO tracking systems are virtually endless. Various applications include bait cars, bicycles, motor scooters, metal theft, construction sites, laptop computers, cash packs, or whatever the current crime trend may be.

A local Montclair financial institution utilizes the ESO tracking systems from 3SI Security Systems and provided the Police Department with a handheld RF beacon, which could be utilized with our own ESO tracking devices. Many San Bernardino County law enforcement agencies utilize these ESO tracking devices that can be integrated with each other. The RF beacon and the ESO devices are proprietary to 3SI Security Systems, making them a sole provider of this product.

Ultimately, ESO tracking devices identify crime patterns and qualify ongoing crime trends and areas of prime concern. Through ESO deployment, the device alerts law enforcement to crimes in progress, resulting in the arrest of criminals. Clearance rates would increase while property crimes would dramatically decrease.

**FISCAL IMPACT:** Approval of Agreement No. 14-26 would result in a \$4,075 expenditure from Proposition 30 funds with a recurring monthly connection cost of \$30 per device—a total of \$1,800 yearly. This recurring cost would also be funded with Proposition 30 funds.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 14-26 with 3SI Security Systems for allocation and expenditure of Proposition 30 funds for purchase of five Electronic Stakeout tracker systems.

**Purchase and Sales Agreement**

Date: March 14, 2014



Purchase and Sales Agreement (the "Agreement") between 3SI Security Systems, Inc., a Delaware Corporation, having a place of business at 486 Thomas Jones Way, Exton, PA 19341, the "Seller", and the "Buyer":

Full legal name of Buyer: **MONTCLAIR POLICE DEPARTMENT**

<b>Buyer's Bill To:</b> (name and complete address)				<b>Buyer's Ship To:</b> (if different than Bill To)			
<b>Company/Agency</b>		<b>MONTCLAIR POLICE DEPARTMENT</b>		<b>Company/Agency</b>			
<b>Attention</b>		<b>Brian Ventura, Lieutenant</b>		<b>Attention</b>			
<b>Address</b>		<b>4870 Arrow Hwy</b>		<b>Address</b>			
		<b>P.O. Box 2308</b>					
<b>City</b>	<b>Montclair</b>	<b>State</b>	<b>CA</b>	<b>Zip</b>	<b>91763</b>	<b>City</b>	
<b>Phone</b>	<b>909-448-3603</b>			<b>Phone</b>			
<b>Email</b>	<b>bventura@cityofmontclair.org</b>			<b>Email</b>			

The Seller agrees to sell and the Buyer agrees to buy the "Product" set forth below for the price there stated. This Agreement shall be governed by the Terms and Conditions on the reverse side of this Agreement. This Agreement shall not be binding unless accepted by an authorized representative of Seller. Prices are valid for thirty (30) calendar days from date shown above. (Taxes not included). All sales are subject to credit approval.

**SEE TERMS AND CONDITIONS ON REVERSE WHICH FORM PART OF THIS AGREEMENT.**

Product			
Quantity	Description	Unit Price	Extended Price
	ESO Tracker Model BF – Bill Frame (w/ LPA Black Base Plate)	\$450	
	ESO Tracker Model SC – Snap Case	\$450	
5	ESO Tracker Model SP – Soft Pouch	\$450	\$2250
	ESO Tracker Model SC – Snap Case w/ Soft Pouch Enclosure	\$485	
	ESO Tracker Model HC, external LEDs – Hinged Case	\$450	
	ESO Tracker Model HC, no external LEDs – Hinged Case	\$450	
	Tracker Model SC831 (includes plate)	\$450	
	Enclosure Only, each (Bill Frame, Snap Case or Soft Pouch) - SC	\$35	
	Standard LPA Black Base Plate	\$15	
	Reset Plate	\$15	
	Battery, spare (Models Bill Frame, Snap Case, Soft Pouch, Hinged Case)	\$25	
	Handheld RF Beacon	\$395	
Service			
Quantity	Description	Unit Price	Extended Price
5	Annual Usage, \$30/month (Per Tracker)	\$360	\$1800
	Device Set-up and Training (Covers One Hour)	\$295	
	Service (Per Hour)	\$125	
	<input checked="" type="checkbox"/> Check here if buyer is tax exempt. Exempt certificate must accompany signed agreement.		
	<input type="checkbox"/> Check here if paying with credit card. If checked, completed Credit Card Authorization must be included before order is placed.		
	<input checked="" type="checkbox"/> Check here if buyer waives installation assistance		
		<b>Shipping and Handling</b>	\$25.00
	<b>TOTAL PRODUCT AND SERVICE, FOB Macon, GA</b>		<b>\$4075.00</b>
<b>Special Instructions</b>	All Trackers include a USB Charger. ...Per M.Grajewski – Expedite shipment FedEx 2 day air.		

Proposed by: (Seller): Jim Darr

Date: March 14, 2014

Agreed by (Buyer)\*, Signature: \_\_\_\_\_

Date: 4.22.14

Printed Name: Paul M. Eaton

Title: Mayor

*\*Buyer's signature confirms they are an authorized signer and have read and agree with the Terms and Conditions on the reverse of this Agreement.*

<b>3SI Order #:</b>	<b>Order Entered:</b>	<b>Customer #:</b>	<b>Sold By: LED Darr</b>
<b>Customer PO #:</b>	<b>Estimated Ship Date:</b>	<b>Web Site Group:</b>	<b>Sold By #: 104</b>

## TERMS AND CONDITIONS

### (1) MISCELLANEOUS

- a. This Agreement contains all of the terms and conditions of sale and purchase of the ESO System named herein (the "Product") and constitutes the complete understanding of the parties with respect thereto. No modification, extension or release from any provision hereof shall be effected by mutual agreement, acknowledgment, acceptance of purchase order or shipping instruction forms, or otherwise, unless the same shall be in writing, designated as an amendment hereto and signed by the party to be bound. Furthermore, this order can be accepted only in accordance with the terms hereof.
- b. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver is expressed in writing signed by the party to be bound.
- c. This Agreement and performance hereunder shall, without reference to any choice of law principle contained therein, be construed and governed by the laws of the State of California.
- d. Severability, Waiver, Survival: Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of the provisions. No term or provision shall be deemed waived and no breach excused unless such waiver of consent shall be in writing by the party claimed to have waived or consented. Failure to exercise a right or remedy at law or granted hereunder shall not be deemed a waiver of such right or remedy.
- e. Confidential Information: Each party (including all affiliates, government entities and subcontractors) agrees that information concerning the other party's business, including products and services, is "Confidential Information" and proprietary to that party and shall be maintained in confidence and not disclosed, used or duplicated, without the written consent of either party. Buyer agrees that Seller can disclose information regarding the Buyer's Product Use or Performance for marketing purposes.

(2) **TERMS:** The term of this Agreement is for a period of twelve (12) months commencing upon the Product shipping from Seller to Buyer. If Buyer elects to cancel at any time, no payments or credits will be issued. Seller will notify Buyer 60-90 days prior to the term expiring for Buyer to confirm if they will continue the agreement for another twelve (12) months. Buyer can cancel the agreement providing thirty (30) calendar days written notice to Seller prior to the term expiration date. If there is no specific notice of cancellation, the Buyer will be invoiced for an additional year of service. Seller may terminate this Agreement, without cause, upon thirty calendar days written notice to the Buyer.

(3) **TAXES:** Any applicable sales, use, excise, public utility or other taxes, fees or regulatory costs will be charged by Seller to Buyer as permitted or required by law. If Buyer is exempt from payment of any taxes, an original Tax Exempt Document must be provided to Seller with this executed Agreement.

(4) **PAYMENTS:** Product orders will be invoiced by Seller upon shipment and due for payment by Buyer within 30 calendar days from invoice date. Seller reserves the right to assess and collect an additional 3% for any overdue invoices. Also, Seller reserves the right to cancel service on Buyer's equipment if Buyer is non-responsive to resolve outstanding invoice payments.

(5) **USE:** Buyer agrees not to resell any aspect of the Product or Service, whether for profit or otherwise. Buyer agrees not to modify the Product or use the Service or Product for any fraudulent or unlawful purpose, or in such a way as to create damage or risk to our business, reputation, employees, or to the public in general. Buyer has no proprietary or ownership rights to a specific SIM phone number, IP address, assigned to Buyer or Buyer's Product (collectively and individually). Under no circumstances will Seller be liable to for any damages resulting from Buyer's use of the Product for any other purpose. Buyer will indemnify and hold harmless Seller for any claims from third parties resulting from Buyer's use of Product, or Buyer's permission for another party to use the Product, for any other purposes. Buyer may not use or assign another SIM phone number to the Product. Seller may deactivate or suspend Service without prior notice to Buyer if Seller suspects any unlawful or fraudulent use. The SIM phone number assigned to the Product is intended for message use only. Any modification for use of voice transmission will result in Buyer being liable for the additional charges. If modified as such, Buyer agrees to pay the additional charges and Seller reserves the right to terminate Service. If Buyer utilizes the Product in high usage operations, additional usage costs will apply.

(6) **LIMITATION OF LIABILITY:** Seller shall not be liable for any deficiency in performance caused in whole or in part by act or omission of an underlying carrier or service provider, dealer, equipment or unit failure, lack of coverage or capacity, equipment or facility upgrade or modification, acts of God, strikes, fire, terrorism, war, riot, emergency, government actions, equipment or causes beyond Seller's reasonable control, including without limitation the failure and functionality of location services. Seller shall not be liable for any failure related to Buyer's law enforcement activities, including but not limited to: (a) surveillance; (b) apprehension of individuals; and (c) recovery of money and/or other items. SELLER SHALL IN NO EVENT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS INVESTMENT, LOSS OF GOODWILL, INTERFERENCE WITH BUSINESS RELATIONSHIPS, OR FOR INJURY OR DEATH ARISING IN CONNECTION WITH THE PRESENCE, USE OR NON-USE OF ANY EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER SHALL NOT BE LIABLE IN THE EVENT THAT THE PRODUCTS OR ANY DEFECT THEREIN CAUSE ANY DAMAGE TO OR FAILURE OF OTHER EQUIPMENT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE EXTENT THAT IT IS ILLEGAL OR UNENFORCEABLE UNDER APPLICABLE LAW.

### (7) LIMITED WARRANTY

- a. Subject to the limitation of paragraph 6, Seller warrants title to the Product and that the Product sold hereunder is free of defects in workmanship and material, provided, however, that such warranty shall be effective for one (1) year from the date the Product ships to the Buyer. Should Buyer modify or mistreat the Product in any way, the warranty will be immediately voided.
- b. Buyer shall give notice of any claim for breach of warranty to Seller within thirty (30) calendar days of such time as Buyer discovers or otherwise becomes aware of such breach. Failure of Buyer to give notice of any claim within such time period shall be deemed an absolute and unconditional waiver of such claim.
- c. The product delivered hereunder shall be produced in compliance with the Fair Labor Standards Act of 1938, as amended. SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE PRODUCT, whether used alone or in combination with other products. Any suggestions made by Seller concerning uses or applications of said Product reflect Seller's opinion only, and Seller makes no warranty of results to be obtained.
- d. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE PRODUCT WILL: (a) PREVENT THE CRIME OF A ITEM OF VALUE OR AGAINST A PERSON FROM, OR THE LOSS OF THE ITEM OF VALUE BY, THE BUYER; (b) RESULT IN THE APPREHENSION OF ANY INDIVIDUAL; AND/OR, (c) RESULT IN THE RECOVERY OF THE ITEM OF VALUE REMOVED FROM THE BUYER'S OR ANOTHER PARTIES PREMISES IN THE COURSE OF, OR AS A RESULT OF, ANY EVENT GIVING RISE THERETO.
- e. It is understood and agreed by Buyer that Buyer shall reimburse Seller at Seller's standard rates for service calls by Seller during the warranty period or thereafter necessitated by Buyer error or misuse in connection with the product.
- f. Buyer shall give notice of any claim for breach of warranty to Seller within thirty (30) calendar days of such time as Buyer discovers or otherwise becomes aware of such breach. Failure of Buyer to give notice of any claims within such time period shall be deemed an absolute and unconditional waiver of such claim.

(8) **PATENTS:** Seller agrees to indemnify and hold Buyer harmless from liability for costs and damages awarded against Buyer for infringement of any United States patent claims covering the Product in the form in which furnished hereunder, provided that such liability results from Buyer's use of the Product and provided that Buyer has given Seller prompt notice of any suit for infringement brought against Buyer and has offered Seller the opportunity to defend and control such suit. In no event shall Seller be liable for the use of the Product furnished hereunder in combination with other products.

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 14-27-I-90, AN IRREVOCABLE ANNEXATION AGREEMENT WITH JOHN WILKIEWICZ FOR 4146 HOWARD STREET (ASSESSOR'S PARCEL NO. 1012-241-07)	<b>DATE:</b> April 21, 2014 <b>SECTION:</b> AGREEMENTS <b>ITEM NO.:</b> 3 <b>FILE I.D.:</b> SEW080 <b>DEPT.:</b> COMMUNITY DEV.
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**REASON FOR CONSIDERATION:** Irrevocable Annexation Agreements are subject to City Council review and consideration.

**BACKGROUND:** Proposed Irrevocable Annexation Agreement No. 14-27-I-90 would permit the property owner of the subject parcel located in unincorporated County territory to connect to the City's sewer main in Howard Street, with the Agreement requiring annexation of the property when feasible at a future date.

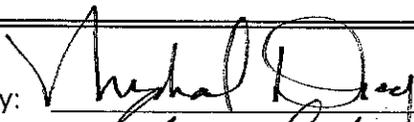
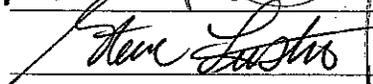
If approved by the City Council, Agreement No. 14-27-I-90 would also be subject to approval by the Local Agency Formation Commission (LAFCO). The proposed Agreement and sewer connection request are consistent with City policy and meet all applicable City requirements. Following City Council and LAFCO approvals, the Agreement is recorded against the property and becomes binding on future owners, heirs, successors, or assigns.

**FISCAL IMPACT:** There would be no fiscal impact associated with the City Council's approval of proposed Irrevocable Annexation Agreement No. 14-27-I-90.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 14-27-I-90, an Irrevocable Annexation Agreement with John Wilkiewicz for the property at 4146 Howard Street (Assessor's Parcel No. 1012-241-07).

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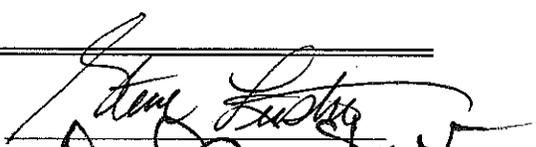
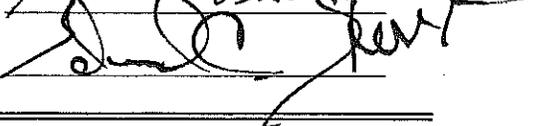
Prepared by:

Proofed by:

Reviewed and  
Approved by:

Presented by:

**AGREEMENT NO. 14-27-I-90**

**AN IRREVOCABLE AGREEMENT TO ANNEX  
TO THE CITY OF MONTCLAIR**

(John Wilkiewicz, 4146 Howard Street)

This agreement is entered into this 21st day of April, 2014, between John Wilkiewicz, a married man, as his sole and separate property, hereinafter referred to as "Owner," and the City of Montclair, hereinafter referred to as "City."

**WHEREAS**, Owner is the legal property owner of the real property located at 4146 Howard Street, also referenced as San Bernardino County Tax Assessor Parcel No. (APN) 1012-241-07, shown as Exhibit "A" attached, and is further described as follows:

The southerly 162.3 feet of the westerly 50 feet of the easterly 250 feet of Lots 7 and 8, Block B, of the Pomona Grande Tract, in the County of San Bernardino, State of California, as recorded in Book 19, Page 11 of Maps, records of said County.

Commonly known as 4146 Howard Street, Pomona, CA 91766.

**WHEREAS**, the subject property is an 8,115 square-foot (0.186 acres) lot on the north side of Howard Street, within the unincorporated San Bernardino County area that is a part of the Sphere of Influence of the City of Montclair; and

**WHEREAS**, the subject property is developed with a single-family residence constructed in 1948 with an attached carport and previously approved detached workshop, which was converted into a non-rental guest house as approved by San Bernardino County in 2014; and

**WHEREAS**, the Owner desires to connect to and utilize the City's sanitary sewer system for the above-described property with the existing single family home and guest house, said system otherwise being available only to properties within the City of Montclair corporate limits; and

**WHEREAS**, Owner desires to annex to the City of Montclair; and

**WHEREAS**, the City is willing to consent to the connection of said property to the sewer main only on the condition that the property be annexed to the City at the earliest possible time; and

**WHEREAS**, the City intends to pursue annexation of Owner's property plus other property, but said annexation will cause delay, which would create a substantial hardship for Owner of said property; and

**WHEREAS**, the agreements, conditions, and covenants contained herein are made for the direct benefit of the land subject to this Agreement and described herein and shall create an equitable servitude upon the land and operate as a covenant running with the land for the benefit of the Owner of the land and his heirs, successors, and assigns.

**NOW THEREFORE**, the parties do agree as follows:

1. Owner does hereby give irrevocable consent to annex to the City of Montclair at such time as the annexation may be properly approved through appropriate legal proceedings, and Owner does further agree to provide all reasonable cooperation and assistance to the City in the annexation proceedings. Said cooperation is contemplated to include signing any applications of consent prepared by the City, and submitting any evidence reasonably within the control of the Owner to the various hearings required for the annexation. Said cooperation does not include, however, any obligation on behalf of the Owner to institute any litigation of judicial proceeding whatsoever to force annexation to the City.

2. The City of Montclair does hereby agree to authorize the connection of said property, proposed to be developed on Owner's property, to the sewer main located in Howard Street. Said connection to the sewer main shall be permitted by the City at such time as all applicable permits have been obtained and associated fees have been paid.

3. Owner agrees to pay such annexation fees and costs, and other municipal charges as would ordinarily be charged in the annexation of property to the City. Said fees shall be payable when the same becomes due and payable. (In some circumstances, these fees may be borne by the City.)

4. Owner shall pay all fees and charges and make all deposits required by the City to connect to and use the sewer, and Owner agrees to be bound by all City ordinances, rules, and regulations with respect to the sewer system. Owner agrees to pay monthly sewer charges beginning on the date this agreement is approved by the City Council.

5. This agreement shall be recorded with the Office of the Recorder of the County of San Bernardino.

6. Owner shall install any and all future improvements upon said property to the City's standards, except that the County standard(s) shall apply when more restrictive than the City standard(s).

7. Owner shall execute this agreement on behalf of himself, his heirs, successors, and assigns, and said agreement shall be irrevocable without the prior written consent of both parties hereto.

8. The benefit to the subject property shall inure to the benefit of subsequent owners, their heirs, successors, and assigns; and the agreements, conditions, and covenants contained herein shall be binding upon them and upon the land.

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

CITY:

CITY OF MONTCLAIR, CALIFORNIA

OWNER:

JOHN WILKIEWICZ, a married man as his sole and separate property

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Paul M. Eaton  
Mayor

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John Wilkiewicz

ATTEST:

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Yvonne L. Smith  
Deputy City Clerk

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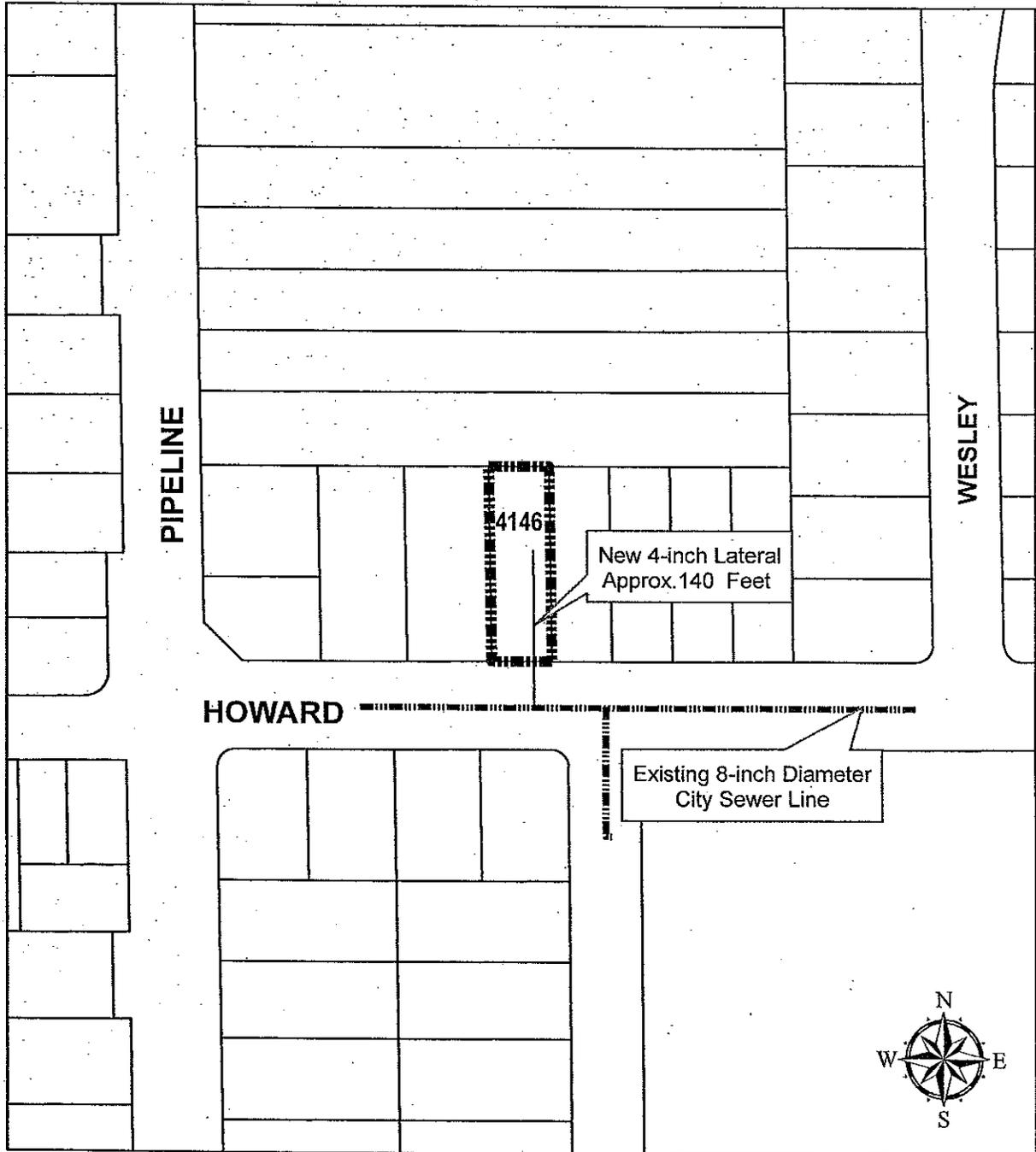
Date

APPROVED AS TO FORM:

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Diane E. Robbins  
City Attorney

VICINITY MAP  
Irrevocable Annexation Agreement No. 14-27-I-90  
John Wilkiewicz, 4146 Howard Street



MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON MONDAY,  
APRIL 7, 2014, AT 8:15 P.M. IN THE CITY  
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA

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**I. CALL TO ORDER**

Mayor Eaton called the meeting to order at 8:15 p.m.

**II. ROLL CALL**

Present: Mayor Pro Tem Ruh; Council Member Raft; and City  
Manager Starr

**III. APPROVAL OF MINUTES**

**A. Minutes of the Regular Personnel Committee Meeting of  
March 17, 2014.**

Moved by City Manager Starr, seconded by Mayor Pro Tem Ruh,  
and carried unanimously to approve the minutes of the Personnel  
Committee meeting of March 17, 2014.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**

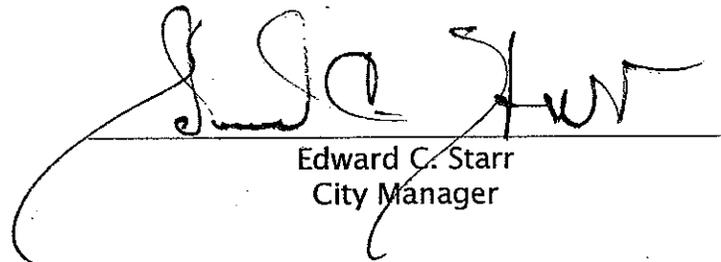
At 8:16 p.m., the Personnel Committee went into Closed Session  
regarding personnel matters related to appointments, resignations/  
terminations, and evaluations of employee performance.

At 8:37 p.m., the Personnel Committee returned from Closed Session.  
Mayor Pro Tem Ruh stated that no announcements would be made at  
this time.

**VI. ADJOURNMENT**

At 8:37 p.m., Mayor Pro Tem Ruh adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr  
City Manager