

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

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

March 16, 2015

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.cityofmontclair.org](http://www.cityofmontclair.org) 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. Introduction of New Employee
- B. Presentation of Annual Donation by the Montclair Chamber of Commerce to Chaffey College for the Online to College Program
- C. Proclamation Declaring April 1, 2015, as "Difference Makers Day" in the City of Montclair

**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 City Council/Successor Agency Board/ MHC Board/MHA Commission Meeting of March 2, 2015 [CC/SA/MHC/MHA]

**B. Administrative Reports**

1. Consider Receiving and Filing of Treasurer's Report [CC] 5
2. Consider Approval of Warrant Register and Payroll Documentation [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
7. Consider Receiving and Filing of Treasurer's Report [MHA] 11
8. Consider Approval of Warrant Register [MHA] 12
9. Consider Setting a Public Hearing to Consider Approval of Tentative Tract Map No. 19943 for an 18-Lot Residential Subdivision at the Southeast Corner of Monte Vista Avenue and Howard Street [CC] 13
10. Consider Rejecting All Bids Received for the Reeder Citrus Ranch Structural Stability Project and Authorizing Staff to Readvertise the Project [CC] 15
11. Consider Approval of the Memorandum of Understanding Between the City of Montclair and Montclair City Confidential Employees' Association [CC] 17
12. Consider Approval of the Memorandum of Understanding Between the City of Montclair and Montclair Police Officers Association [CC] 24

**C. Agreements**

1. Consider Approval of Agreement No. 15-15 with San Bernardino County Flood Control District for a Municipal Separate Storm Sewer System and National Pollutant Discharge Elimination System Joint Defense Agreement [CC] 30

D. Resolutions

2. Consider Adoption of Resolution No. 15-3067 Declaring the City's Intent to Vacate, Abandon, and Remove the Sidewalk West of 4350 Orchard Street and 4363 Rudisill Street and South of 10095 Amherst Avenue [CC]

Consider Setting a Public Hearing to Consider Adoption of Resolution No. 15-3068 Ordering the Vacation, Abandonment, and Removal of the Sidewalk West of 4350 Orchard Street and 4363 Rudisill Street and South of 10095 Amherst Avenue [CC]

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**IX. PULLED CONSENT CALENDAR ITEMS**

D. Resolutions

1. Consider Adoption of Resolution No. 15-3066 Making Certain Findings for an Exception to the 180-Day Wait Period Pursuant to Government Code Sections 7522 and 21244 [CC]

43

**X. RESPONSE - None**

**XI. COMMUNICATIONS**

A. City Attorney

B. City Manager/Executive Director

C. Mayor/Chairman

D. Council/SA/MHC/MHA Board

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

1. Minutes of the Code Enforcement/Public Safety Committee Meeting of February 17, 2015

55

2. Minutes of the Public Works Committee Meeting of February 19, 2015

57

3. Minutes of the Personnel Committee Meeting of March 2, 2015

62

**XII. COUNCIL WORKSHOP**

A. Montclair Police Department Update

(Council may consider continuing this item to an adjourned meeting on Monday, April 6, 2015, at 5:45 p.m. in the City Council Chambers.)

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

*The next regularly scheduled City Council, Successor Agency Board, Montclair Housing Corporation Board, and Montclair Housing Authority Commission meetings will be held on Monday, April 6, 2015, 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, Andrea M. Phillips, 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 March 12, 2015.*

## AGENDA REPORT

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

**DATE:** March 16, 2015

**SECTION:** ADMIN. REPORTS

**ITEM NO.** 1

**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 February 28, 2015, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Treasurer's Report for the period ending February 28, 2015.

**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 February 28, 2015.

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Prepared by:

*Janet Kuelbeck*

Reviewed and  
Approved by:

*Donald J. Parker*

Proofed by:

*Andrea M. Phillips*

Presented by:

*[Signature]*

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## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION      **DATE:** March 16, 2015  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 2  
**FILE I.D.:** FIN540  
**DEPT.:** ADMIN. SVCS.

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

**BACKGROUND:** Mayor Pro Tem Raft has examined the Warrant Register dated March 16, 2015, and Payroll Documentation dated March 8, 2015, and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated March 16, 2015, totals \$757,394.70. The Payroll Documentation dated March 8, 2015, totals \$555,319.79 gross, with \$387,152.09 net being the total cash disbursement.

**COMMENDATION:** Staff recommends the City Council approve the above referenced Warrant Register and Payroll Documentation.

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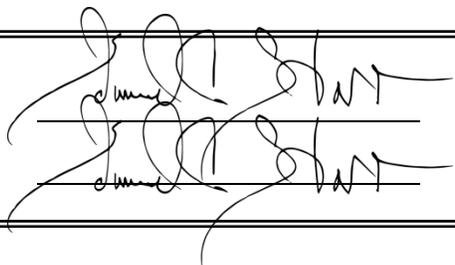
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Prepared by: Andrea M Phillips

Reviewed and  
Approved by:

Proofed by: Stephanie Hick

Presented by:



## AGENDA REPORT

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

**DATE:** March 16, 2015

**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 February 28, 2015, 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 February 28, 2015.

**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 February 28, 2015.

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Prepared by:

*Michael Piotrowski*

Reviewed and  
Approved by:

*Donald L. Parker*

Proofed by:

*Andrea M Phillips*

Presented by:

*James J. Star*

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## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF WARRANT REGISTER    **DATE:** March 16, 2015  
**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 February 28, 2015, pursuant to state law.

**BACKGROUND:** Vice Chairperson Raft has examined the Successor to the Redevelopment Agency Warrant Register dated 02.01.15-02.28.15 in the amounts of \$37,251.42 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 Chairperson Raft 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 February 28, 2015.

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|  |   |
|--|---|
| Prepared by: <u>Michael Piotrowski</u> | Reviewed and Approved by: <u>Donald L. Parker</u> |
| Proofed by: <u>Andrea M Phillips</u>   | Presented by: <u>[Signature]</u>                  |

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## AGENDA REPORT

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

**DATE:** March 16, 2015

**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 February 28, 2015, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Treasurer's Report for the period ending February 28, 2015.

**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 February 28, 2015.

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Prepared by:

*Michael Piotrowski*

Reviewed and  
Approved by:

*Donald L. Parker*

Proofed by:

*Andrea M Phillips*

Presented by:

*[Signature]*

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## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF WARRANT REGISTER    **DATE:** March 16, 2015  
**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 February 28, 2015, pursuant to state law.

**BACKGROUND:** Vice Chairperson Raft has examined the Warrant Register dated 02.01.15-02.28.15 in the amount of \$58,099.27 for the Montclair Housing Corporation and finds it to be in order.

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

**RECOMMENDATION:** Vice Chairperson Raft recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending February 28, 2015.

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|              |                           |                           |                         |
|--------------|---------------------------|---------------------------|-------------------------|
| Prepared by: | <u>Michael Piotrowski</u> | Reviewed and Approved by: | <u>Donald L. Parker</u> |
| Proofed by:  | <u>Andrea M Phillips</u>  | Presented by:             | <u>[Signature]</u>      |

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## AGENDA REPORT

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

**DATE:** March 16, 2015

**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 February 28, 2015, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Treasurer's Report for the period ending February 28, 2015.

**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 February 28, 2015.

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Prepared by:

*Michael Piotrowski*

Reviewed and  
Approved by:

*Donald L. Parker*

Proofed by:

*Andrea M. Phillips*

Presented by:

*[Signature]*

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## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF WARRANT REGISTER    **DATE:** March 16, 2015  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 8  
**FILE I.D.:** FIN545  
**DEPT.:** 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 February 28, 2015, pursuant to state law.

**BACKGROUND:** Vice Chairperson Raft has examined the Warrant Register dated 02.01.15-02.28.15 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 Chairperson Raft recommends the Montclair Housing Authority Board of Directors approve the Warrant Register for the period ending February 28, 2015.

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|  |   |
|--|---|
| Prepared by: <u>Michael Piotrowski</u> | Reviewed and Approved by: <u>Donald L. Parker</u> |
| Proofed by: <u>Andrea M Phillips</u>   | Presented by: <u>[Signature]</u>                  |

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## AGENDA REPORT

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| <b>SUBJECT:</b> CONSIDER SETTING A PUBLIC HEARING TO<br>CONSIDER APPROVAL OF TENTATIVE TRACT<br>MAP NO. 19943 FOR AN 18-LOT<br>RESIDENTIAL SUBDIVISION AT THE<br>SOUTHEAST CORNER OF MONTE VISTA<br>AVENUE AND HOWARD STREET | <b>DATE:</b> March 16, 2015<br><b>SECTION:</b> ADMIN. REPORTS<br><b>ITEM NO.:</b> 9<br><b>FILE I.D.:</b> LDU350<br><b>DEPT.:</b> COMMUNITY DEV. |
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**REASON FOR CONSIDERATION:** Tentative tract maps require public hearing review and approval by the City Council.

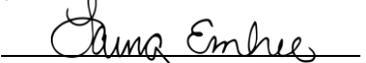
**BACKGROUND:** The tentative tract map, which has been recommended by the Planning Commission, was initiated by FH II LLC (Frontier Communities) in connection with its desire to subdivide an existing 4.4-acre parcel at the southeast corner of Monte Vista Avenue and Howard Street for the purpose of constructing 18 single-family dwellings pursuant to the requirements and development standards of the "R-1" zoning district. The Planning Commission conducted a public hearing on the request on March 9, 2015. Two members of the public addressed the Planning Commission during the public hearing with questions about access to the proposed subdivision, which were answered by staff. The Planning Commission unanimously recommended Council approval of the tentative tract map.

**FISCAL IMPACT:** There would be no fiscal impact to the City's General Fund should the City Council approve Tentative Tract Map No. 19943.

**RECOMMENDATION:** The Planning Commission and staff recommend the City Council set a public hearing for Monday, April 6, 2015, at 7:00 p.m. in the Council Chambers to consider approval of Tentative Tract Map No. 19943 for an 18-lot residential subdivision at the southeast corner of Monte Vista Avenue and Howard Street.

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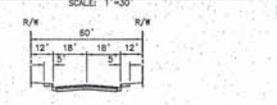
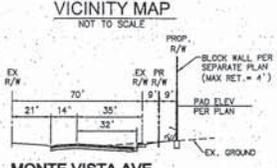
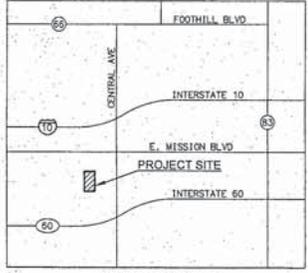
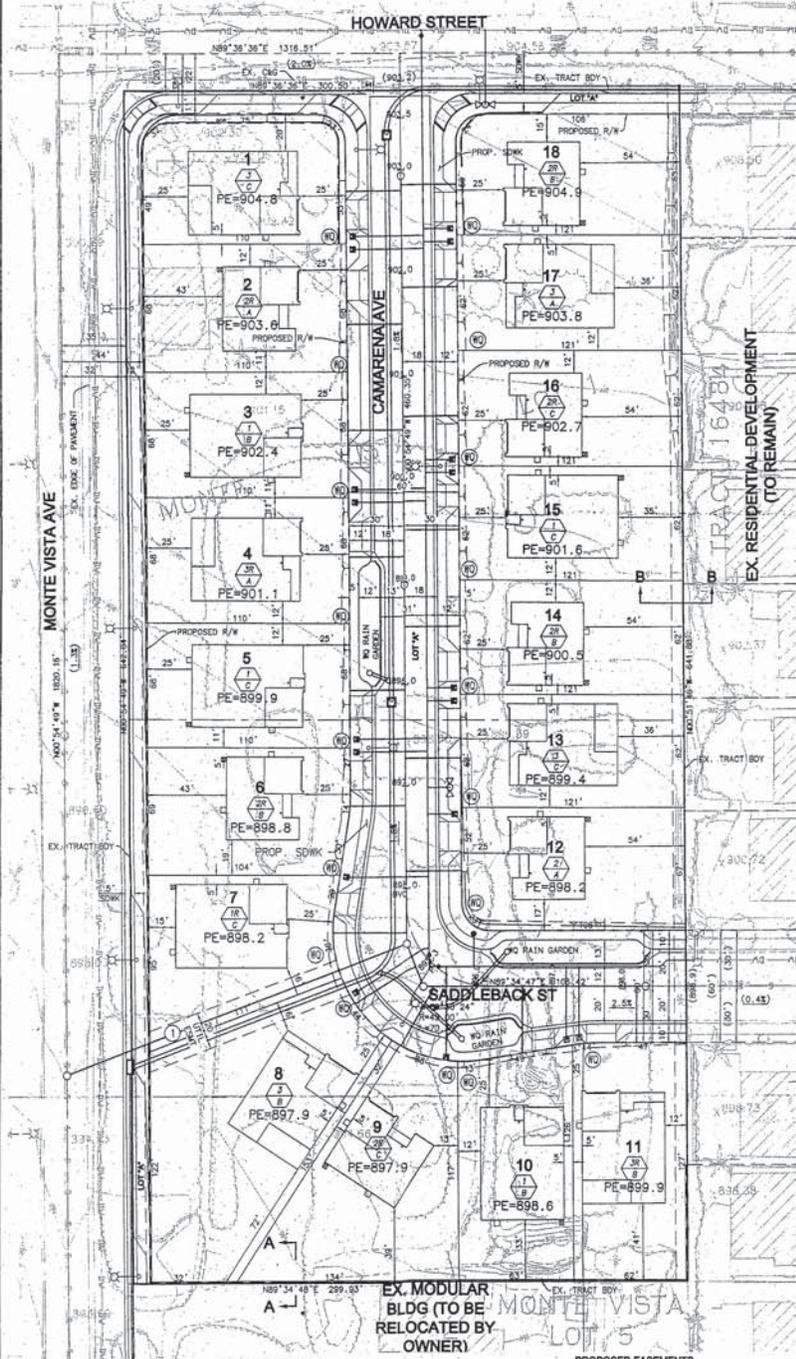
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|              |   |                           |  |
|--------------|---|---------------------------|--|
| Prepared by: |  | Reviewed and Approved by: |  |
| Proofed by:  |  | Presented by:             |  |

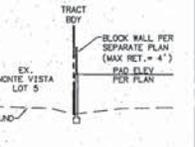
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# TENTATIVE TRACT MAP 19943 FOR RESIDENTIAL PURPOSES CITY OF MONTCLAIR, SAN BERNARDINO COUNTY, CALIFORNIA



- LEGEND:**
- 1 - LOT NUMBER
  - TRACT BOUNDARY
  - LOT LINE
  - EXISTING PROPERTY LINE
  - EXISTING EASEMENTS
  - PROPOSED EASEMENTS
  - PROPOSED CURB AND GUTTER
  - ⊙ - PROPOSED LOT NO LIGHT
  - ⊙ - PROPOSED FIRE HYDRANT
  - ⊙ - PROPOSED WATER METER
  - ⊙ - PROPOSED BLOW-OFF
  - ⊙ - PROPOSED STREET LIGHT
  - ⊙ - EXISTING STREET LIGHT
  - ⊙ - PLAN TYPE
  - ⊙ - ELEVATION



**LEGAL DESCRIPTION:**  
THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A: LOT 1 IN BLOCK 23 OF MONTE VISTA TRACT NO. 2, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE PLAN THEREOF RECORDED IN BOOK 16 OF MAPS, PAGES 33 AND 34, RECORDS OF SAID COUNTY.

PARCEL B: ALL THAT PORTION OF LOT 2 IN BLOCK 23 OF MONTE VISTA TRACT NO. 2, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE PLAN THEREOF RECORDED IN BOOK 16 OF MAPS AT PAGES 33 AND 34 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WESTERLY OF THE WESTERLY BOUNDARY LINE OF TRACT NO. 16484 ACCORDING TO THE MAP THEREOF FILED IN BOOK 300 OF MAPS AT PAGES 73 AND 74 IN SAID OFFICE OF THE COUNTY RECORDER.

APR. 1011-481-01

| NO. | PROPOSED PURPOSE        | EXISTING EASEMENTS PURPOSE          | PROPOSED PURPOSE |
|-----|-------------------------|-------------------------------------|------------------|
| 1   | SOUTHERN CALIFORNIA GAS | POLE LINES/CONDUITS TO BE ABANDONED |                  |
| 2   | CITY OF SAN BERNARDINO  | POLE LINES TO BE ABANDONED          |                  |

- GENERAL INFORMATION**
- EXISTING LAND USE: NURSERY (COMMERCIAL)
  - EXISTING ZONING: R-1
  - GENERAL PLAN DESIGNATION: LOW (3-7 UNITS/ACRE)
  - PROPOSED LAND USE: SFH
  - UTILITY COMPANIES:
    - GAS: SOUTHERN CALIFORNIA GAS COMPANY
    - ELECTRICITY: SOUTHERN CALIFORNIA Edison
    - WATER: MONTE VISTA WATER DISTRICT
    - SEWER: CITY OF MONTCLAIR
    - REFUSE: BURNED WASTE INDUSTRIES
    - CABLE TV: TIME WARNER CABLE
  - FEMA FLOOD ZONE: X (PER PANEL 060270-08615H, DATED AUGUST 28, 2008)
  - ASSESSOR'S PARCEL #: 1011-481-01

**PROPOSED EASEMENTS**

⊙ - DENOTES EASEMENT TO CITY OF MONTCLAIR FOR PUBLIC UTILITY PURPOSES.

**LOT SUMMARY**

| LOT              | AREA               |
|------------------|--------------------|
| 1                | 7,810 SF           |
| 2                | 7,500 SF           |
| 3                | 7,500 SF           |
| 4                | 7,500 SF           |
| 5                | 7,500 SF           |
| 6                | 7,500 SF           |
| 7                | 7,223 SF           |
| 8                | 7,500 SF           |
| 9                | 7,500 SF           |
| 10               | 7,500 SF           |
| 11               | 7,500 SF           |
| TOTAL            | 144,925 SF         |
| STREET           | 39,199 SF          |
| R/W-WEST         | 7,343 SF           |
| R/W-EAST         | 1,539 SF           |
| TOTAL            | 48,171 SF          |
| TOTAL 144,925 SF | TOTAL LOT AREA     |
| 48,171 SF        | TOTAL PUBLIC AREA  |
| 192,699 SF       | GROSS 4.4 AC GROSS |
| 144,925 SF       | NET 3.3 AC NET     |

1 LOT A TO BE DESIGNATED AS R/W TO CITY OF MONTCLAIR ON FINAL MAP.

**BENCH MARK STATEMENT:**  
ALL ELEVATIONS SHOWN HEREON ARE IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83), BASED LOCALLY UPON THE FOLLOWING BENCHMARK(S) OR CONTROL STATION(S) AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY (NGS):

| NAME | ELLIPSOID HT. (FT)         |
|------|----------------------------|
| CLAR | CPIS CLAR (A14481) 1228.12 |
| EMPP | CPIS EMPP (D7048) 1086.58  |
| PSDM | CPIS PSDM (A1913) 915.62   |

**BASIS OF BEARINGS:**  
BEARINGS AND COORDINATES AS SHOWN HEREON ARE IN TERMS OF THE NAD83(2011) POSITION - EPOCH 2010.00 (CCRS3, ZONE V), BASED LOCALLY UPON THE FOLLOWING CONTROL STATIONS AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY (NGS):

| STATION (PID) | LATITUDE (N)   | LONGITUDE (W)   |
|---------------|----------------|-----------------|
| CLAR (A14481) | 34-06-35.72974 | 117-42-31.66743 |
| EMPP (D7048)  | 34-06-15.10133 | 117-31-32.05857 |
| PSDM (A1913)  | 34-05-30.34195 | 117-46-52.46047 |

**DATE OF PREPARATION: February 23, 2015**

**PROJECT ADDRESS:** 11119 AND 11211 MONTE VISTA AVE, MONTCLAIR, CA

**DEVELOPER:** FRONTIER HOMES COMMUNITIES, 8300 UTICA, SUITE 300, RANCHO CUCAMONGA, CA 91730



**RBF**  
REGISTERED PROFESSIONAL ENGINEER  
1478 ALTON PARKWAY  
IRVINE, CALIFORNIA 92614-2027  
408.473.3038 • FAX 408.473.8875 • WWW.RBF.COM

**TENTATIVE TRACT MAP 19943** 1 of 1  
CITY OF MONTCLAIR

## AGENDA REPORT

|  |  |
|--|--|
| <b>SUBJECT:</b> CONSIDER REJECTING ALL BIDS RECEIVED FOR THE REEDER CITRUS RANCH STRUCTURAL STABILITY PROJECT AND AUTHORIZING STAFF TO READVERTISE THE PROJECT | <b>DATE:</b> March 16, 2015<br><b>SECTION:</b> ADMIN. REPORTS<br><b>ITEM NO.:</b> 10<br><b>FILE I.D.:</b> PUB400<br><b>DEPT.:</b> PUBLIC WORKS |
|--|--|

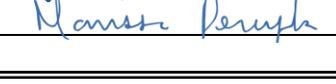
**REASON FOR CONSIDERATION:** Bids for the Reeder Citrus Ranch Structural Stability Project were received and opened on January 15, 2015. After reviewing the bid proposals, staff feels all the bids should be rejected and the project readvertised with some changes made. Rejection of bids and readvertising require City Council approval.

**BACKGROUND:** On January 15, 2015, the City received and opened eight bid proposals for the Reeder Citrus Ranch Structural Stability Project. This project will construct or install new concrete foundations and footings, roofing, carpentry, electrical work, and painting. The bid proposals received by the City ranged from a low of \$235,000 to a high of \$426,000. The Engineer's estimate was \$340,000. A summary of the bids received is presented below:

### Summary of Bids for the Reeder Citrus Ranch Structural Stability Project

| <i>Name</i>                        | <i>Bid<br/>Amount</i>   |
|------------------------------------|-------------------------|
| Faris Construction Co.             | \$ 235,000              |
| IBN Construction Inc.              | \$ 250,000              |
| New Millennium Construction        | \$ 250,980              |
| Caltec Corp.                       | \$ 278,000              |
| Dalke & Sons Construction, Inc.    | \$ 324,480              |
| <b><i>Engineer's Estimate</i></b>  | <b><i>\$340,000</i></b> |
| Avi-Con, Inc., DBA CA Construction | \$ 390,000              |
| Robert D. Gosney Construction      | \$ 416,000              |
| Marjani Builders, Inc.             | \$ 426,000              |

Following the bid opening, staff conveyed the bid results to the George C. and Hazel H. Reeder Heritage Foundation (Reeder Foundation) and the County of San Bernardino Economic Development Agency regarding funding for the project. The project was

|   |                              |   |
|---|------------------------------|---|
| Prepared by: <u></u> | Reviewed and<br>Approved by: | <u></u> |
| Proofed by: <u></u>  | Presented by:                | <u></u> |

intended to be completely funded with Community Development Block Grant (CDBG) funds. Following design work by the architect and Southern California Edison, the project became short of CDBG funding and required additional funding contributions from either the Reeder Foundation or the City to complete the project.

The Reeder Foundation Board of Directors met on February 12, 2015, and elected to reduce the scope of the project by eliminating the majority of work not related to structural stability of the foundations and footings. This reduction will eliminate all electrical work, roofing, carpentry, and painting. By re-advertising the project with the modified scope of work, the project could be constructed using solely CDBG funding.

Based on the budget for this project and the bid proposals received, staff believes that it is in the City's best interest to reject all the bids, re-evaluate the scope of work, and revise the construction documents/estimates prior to re-advertising the project.

**FISCAL IMPACT:** Rejecting all bids and re-advertising will likely cause a two- to three-month delay in beginning construction of the project. Provided the scope of work is revised, the project cost is expected to be approximately \$80,000. Additional plan change and advertising costs would likely add another \$3,500 to the cost of the project.

**RECOMMENDATION:** Staff recommends the City Council reject all bids received for the Reeder Citrus Ranch Structural Stability Project and authorize staff to re-advertise the project.

## AGENDA REPORT

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|---|--------------------------------|
| <b>SUBJECT:</b> CONSIDER APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTCLAIR AND MONTCLAIR CITY CONFIDENTIAL EMPLOYEES' ASSOCIATION | <b>DATE:</b> March 16, 2015    |
|   | <b>SECTION:</b> ADMIN. REPORTS |
|   | <b>ITEM NO.:</b> 11            |
|   | <b>FILE I.D.:</b> MCC500       |
|   | <b>DEPT.:</b> ADMIN. SVCS.     |

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of the Memorandum of Understand (MOU) between the City of Montclair and the Montclair City Confidential Employees' Association (MCCEA).

A copy of the proposed MOU is included in the agenda packet for the City Council's review and consideration.

**BACKGROUND:** The City of Montclair and MCCEA have reached agreement on the provisions related to the terms and conditions of employment, attached to this report as *Agreement No. 14-94*. The proposed MOU shall incorporate the agreed-upon changes and be effective upon date of ratification by the City Council for the period July 1, 2014, through June 30, 2015. After June 30, 2015, the existing terms, conditions, and provisions of the proposed MOU shall remain in effect; and City and employees agree to abide by those terms, conditions, and provisions unless otherwise altered by the meet-and-confer process or unless otherwise indicated in the proposed MOU.

The following is a summary of the changes in the proposed MOU related to the terms and conditions of employment:

- Article 7 (Section 7.01): This change relates to the one-time stipend payment of \$1,250 provided to employees represented by MCCEA during fiscal year 2014-15.
- Article 7 (Section 7.04): The change relates to the amended language of the Education Grant Program and an increase in the reimbursable amount (from \$1,300 to \$1,500 per fiscal year) for employees represented by MCCEA.
- Article 8 (Section 8.01): The change relates to an increase in the benefit fund contribution from \$850 to \$925 per month for employees represented by MCCEA.

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Prepared by: Gary E. Chandler

Reviewed and  
Approved by:

Proofed by: Andrea M Phillips

Presented by:

[Signature]  
[Signature]

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- Article 13 (Section 13.02): The change relates to an increase in the amount of vacation leave that can be converted to reportable compensation on an annual basis for employees represented by MCCEA. The amount is increased from 40 hours annually to 60 hours annually.
- Article 43: The change relates to the term of the Agreement.

**FISCAL IMPACT:** There is no fiscal impact associated with ratifying the proposed MOU between the City of Montclair and MCCEA other than what has been included in the Fiscal Year 2014-15 Budget.

**RECOMMENDATION:** Staff recommends the City Council approve the MOU between the City of Montclair and MCCEA.

**Agreement No. 14-94 on Changes to Conditions of Employment**

**By and Between**

**City of Montclair**

**and**

**Montclair City Confidential Employees' Association (MCCEA)**

**Except as otherwise indicated, provisions of this agreement are effective July 1, 2014 through June 30, 2015.**

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**1. ARTICLE 7.01: Compensation/Wages**

*Proposal: One time employee stipend*

*The City will provide a one-time stipend of \$1,250 payable to those employees in classifications represented by Montclair City Confidential Employees' Association (MCCEA). This amount is payable within 30 days after ratification of an agreement and will be included with the employee's regular pay for that period.*

*Provided, however, that such stipend payment not be provided to the following:*

*Any person who, as of the date of approval of this section by the City Personnel Committee, is not an employee of the City of Montclair.*

*Any employee who was not a full-time employee of the City prior to April 1, 2014.*

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**2. ARTICLE 7.04: Educational Grant Program**

*Proposal: Increase of Education Reimbursement*

*The City agrees to increase the reimbursable amount under the Education Grant Program for members represented by MCCEA to \$1,500.00 per fiscal year. The City and Association agree to amend the language of the Education Grant Program as attached with the provision of a Request for Advance Payment option. Proposed language attached.*

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**3. ARTICLE 8.01: Benefit Fund Contribution**

*Proposal: Increase to benefit fund contribution.*

*City agrees to an increase in the monthly benefit fund contribution for members of MCCEA to \$925 per month effective the first of the month following ratification of an agreement.*

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**4. ARTICLE 13.02: Vacation Buyback Option**

*Proposal: Increase hours allowed for vacation buyback option.*

*The City agrees to increase the amount of vacation leave that can be converted to reportable compensation to a maximum of 60 hours annually.*

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**5. ARTICLE 43: TERM**

*Proposal: A one-year term of agreement*

*Except as otherwise indicated herein, the changes to the current MOU shall be effective upon date of ratification by the City Council for the period July 1, 2014, through June 30, 2015. After June 30, 2015, the existing terms, conditions, and provisions shall remain in effect, and City and employees agree to abide by those terms, conditions, and provisions unless otherwise altered by the meet and confer process, or unless otherwise indicated in this MOU.*

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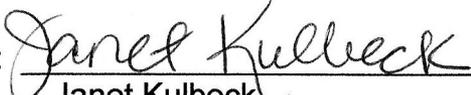
July 1, 2014 to June 30, 2015

**IN WITNESS THEREOF**, this limited-term agreement is entered into this day, pursuant to the provisions of Government Code Section 3500, et seq., for presentation to the City Council of the City of Montclair.

**MONTCLAIR CITY CONFIDENTIAL EMPLOYEES' ASSOCIATION**

Dated: 10/6/14

By:   
Lisa Shannon

By:   
Janet Kulbeck

By:   
Angelic Bird

**CITY OF MONTCLAIR**

Dated: 10/6/14

By: 

By: 

By: 

#### **Section 7.04. Education Grant Program**

Employees are encouraged to attend education courses that relate to their jobs and advance their academic level. Insofar as possible, and within budgetary considerations, the City makes available to employees an Education Grant Program. Courses eligible for consideration under the Education Grant Program shall be:

1. Any course specifically related to an employee's occupation, provided such course, or a similar course of the same general course description and at the same academic level, has not previously been taken by said employee; further provided that the taking of such course holds out a reasonable promise of improving employee's general job knowledge; and further provided that if said employee demonstrates a proclivity for taking courses on a regular basis, such courses, when considered as a whole, must be part of an integrated and structured student study plan through an accredited institution of learning leading toward a curriculum certificate or advanced degree; ~~and further provided that such course is independently pursued by employee on his or her own time, is not an employer mandated training or education requirement, and is not part of a certificate or general personnel/vocational training program that is otherwise pursued to satisfy departmental or industry training program specifications designed and/or developed to promote an employee's general and/or specific development in a job-related area; or~~
2. Any course advancing an employee's academic level, provided the course is part of an integrated and structured student study plan through an accredited institution of learning leading toward an advanced certificate or degree; further provided said employee affirms his/her intention to complete the certificate or degree program; and further provided that the certificate or degree program must bear a reasonable relationship to the nature of the job duties performed by said employee, or will assist in advancing the employee within his/her job area with the City.

The City will reimburse for tuition, books, parking, and classroom/lab supplies in an amount not to exceed ~~\$1,300~~ \$1,500 per fiscal year per employee for qualifying course work recently completed at an accredited academic institution; e.g., 2-year college, 4-year college or university, post-undergraduate college or university. The Education Grant Program is not intended to reimburse for the full cost of an employee's education; rather, the program is intended to assist the employee with education-related costs accrued in the current fiscal year, or fiscal year just ending, in which the qualifying course(s) was/are completed.

An employee requesting an education grant shall be required to provide information concerning each course to be taken. The City Manager or his/her designee shall have final determination on whether or not a course qualifies under the Education Grant Program. All education grants must be approved, prior to the first day of class, by the City Manager and the concerned department director.

The education grant shall not be prepaid and shall be provided only if the employee completes each course while employed with the City with a grade of "C" or better. However, if an employee is financially unable to pay for expenses at the beginning of the course, he/she may elect to submit a Request for Advance Payment form to the City Manager for consideration. If, for whatever reason exclusive of retirement, an employee receiving an education grant leaves the City within 1 year from the date of completing the qualifying course work, the employee shall reimburse to the City the full value of the grant.

Each employee participating in the Education Grant Program must submit ~~maintain a passing course grade of "C" or better, and must submit~~ satisfactory proof of course completion to the City Manager. ~~Employees enrolled in an advanced degree or certificate program must maintain an overall grade point average of 2.0.~~ Any employee who fails to obtain a passing course grade of "C" or better, ~~or who fails to complete a course, or who fails to submit satisfactory~~ proof of course completion shall be ineligible to receive an education grant. ~~shall be obligated to reimburse the City for the full amount of the grant, if a prepayment has been made.~~ Any employee on academic probation or expelled from a school, course, or degree program shall be ineligible for an education grant until such time said employee can satisfactorily prove to the City Manager that the situation has been rectified.

## AGENDA REPORT

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| <b>SUBJECT:</b> CONSIDER APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTCLAIR AND MONTCLAIR POLICE OFFICERS ASSOCIATION | <b>DATE:</b> March 16, 2015    |
|  | <b>SECTION:</b> ADMIN. REPORTS |
|  | <b>ITEM NO.:</b> 12            |
|  | <b>FILE I.D.:</b> MPO500       |
|  | <b>DEPT.:</b> ADMIN. SVCS.     |

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of the Memorandum of Understand (MOU) between the City of Montclair and Montclair Police Officers Association (MPOA).

A copy of the proposed MOU is included in the agenda packets for the City Council's review and consideration.

**BACKGROUND:** The City of Montclair and MPOA have reached agreement on the provisions related to the terms and conditions of employment, attached to this report as *Agreement No. 15-12*. The proposed MOU shall incorporate the agreed-upon changes and be effective upon date of ratification by the City Council for the period July 1, 2014, through June 30, 2015. After June 30, 2015, the existing terms, conditions, and provisions of the proposed MOU shall remain in effect; and City and employees agree to abide by those terms, conditions, and provisions unless otherwise altered by the meet-and-confer process or unless otherwise indicated in the proposed MOU.

Following is a summary of the changes in the proposed MOU related to the terms and conditions of employment:

- Article 7 (Section 7.01): This change relates to the one-time stipend payment of \$1,250 provided to employees represented by MPOA during fiscal year 2014-15.
- Article 7 (Section 7.06): The change relates to an increase in the special additional pay for Police Officers serving in the temporary assignment of Field Training Officer (FTO). The increase is from \$18.75 per shift to \$30.00 per shift worked as an FTO.
- Article 7 (Section 7.06): The change relates to an increase in the Detective stipend from \$135.00 per month to \$175.00 per month.

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Prepared by: Gary E. Chandler

Reviewed and Approved by:

Proofed by: Andrea M Phillips

Presented by:

[Signature]  
[Signature]

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- Article 7 (Section 7.09): The change relates to an increase in the bilingual pay stipend from \$50.00 per month to \$75.00 per month for qualifying employees of MPOA.
- Article 8 (Section 8.01): The change relates to an increase in the benefit fund contribution from \$948.75 to \$975 per month effective March 1, 2015, for employees represented by MPOA.
- Article 13 (Section 13.02): The change relates to the addition of a Vacation Buyback Option for members of MPOA allowing up to a maximum of 60 hours of vacation leave to be converted to reportable compensation on an annual basis.
- Article 14 (Section 14.01): The change relates to the establishment of a 1,000 hour sick leave accrual cap for members represented by MPOA effective March 1, 2015.
- Article 44: The change relates to the term of the Agreement.

**FISCAL IMPACT:** There is no fiscal impact associated with ratifying the proposed MOU between the City of Montclair and MPOA other than what has been included in the Fiscal Year 2014-15 Budget.

**RECOMMENDATION:** Staff recommends the City Council approve the MOU between the City of Montclair and MPOA.

**Agreement No. 15-12**

**Changes to Terms and Conditions of Employment**

**By and Between**

**City of Montclair**

**and**

**Montclair Police Officers Association (MPOA)**

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**1. ARTICLE 7.01: Compensation**

*Proposal: One-time employee bonus*

*The City will provide a one-time bonus of \$1,250 payable to those employees in classifications represented by Montclair Police Officers Association. This amount will be paid within 30 days after ratification of this agreement and will be included with the employee's regular pay for that period.*

*However, the one-time bonus will not be provided to the following:*

- Any person who, as of the date of approval of this section by the City Personnel Committee, is not an employee of the City of Montclair.*
  - Any employee who was not a full-time employee of the City prior to April 1, 2014.*
- 

**2. ARTICLE 7.06: Special Additional Pay/Field Training Officer**

*Proposal: Increase amount of additional pay received by Police Officers serving in an FTO assignment.*

*The City agrees to modify the FTO provision as follows:*

*Police Officers performing a full range of duties and responsibilities and serving a minimum of 5 hours per shift in the temporary assignment of Field Training Officer (FTO) for regular and/or Reserve Police Officers shall receive additional pay of \$30.00 per shift worked as an FTO. Should more than one FTO be involved with the same trainee during a trainee's shift, only one FTO meeting the 5-hour-per-shift requirement shall receive this compensation. This provision will become effective the first full pay period after ratification of the agreement.*

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3. **ARTICLE 7.06: Special Additional Pay/Detective**

Proposal: Increase monthly stipend for Police Officers assigned to the Detective Bureau

*The City agrees to increase the Detective stipend from \$135 to \$175 per month effective the first month following ratification of an agreement.*

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4. **ARTICLE 7.09: Bilingual Pay**

Proposal: Increase bilingual pay stipend

City agrees to increase the bilingual pay stipend from \$50 to \$75 per month for qualifying employees.

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5. **ARTICLE 8.01: Benefit Fund**

Proposal: Increase City provided benefit fund contribution

*City agrees to increase the City provided benefit fund contribution for members represented by MPOA from \$948.75 to \$975 per month effective the first of the month after ratification of an agreement.*

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6. **ARTICLE 13: Vacation Leave**

Proposal: Add new provision of Vacation Buyback Option

*City agrees to add the following provision of a vacation buyback option for members represented by MPOA:*

*Employees are eligible to convert City-provided vacation-leave hours to IRS reportable compensation each fiscal year. Leave time converted to compensation is not PERSable. When employees convert vacation leave to compensation, a written request must be submitted to the City Manager/Personnel Committee for approval. Approved requests will be forwarded to the Finance Division for conversion of vacation leave to reportable compensation.*

*Only that portion of an employee's accumulated vacation that is in excess of his/her annual accumulation rate can be converted to reportable compensation; provided, however, that the amount of vacation leave that can be converted to reportable compensation shall not exceed 60 hours annually.*

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7. **ARTICLE 14.01: Sick Leave**

*Proposal: Establish a sick leave accrual cap*

*City and MPOA agree to a 1,000 hour sick leave accrual cap for all members of MPOA effective the first day of the month after ratification of an agreement. In addition, the sick leave accrual cap provision will not affect members of MPOA from participating in the sick leave redemption program.*

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8. **ARTICLE 44: TERM**

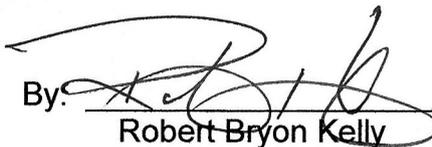
*Except as otherwise indicated herein, the changes to the current MOU shall be effective upon date of ratification by the City Council for the period July 1, 2014, through June 30, 2015. After June 30, 2015, the existing terms, conditions, and provisions shall remain in effect, and City and employees agree to abide by those terms, conditions, and provisions unless otherwise altered by the meet and confer process, or unless otherwise indicated in this MOU.*

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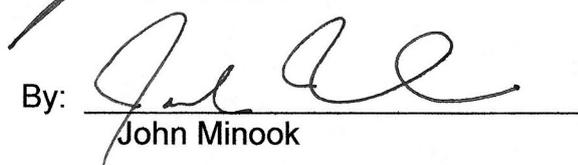
**IN WITNESS THEREOF**, this agreement is entered into this day, pursuant to the provisions of Government Code Section 3500, et seq., for presentation to the City Council of the City of Montclair.

**MONTCLAIR POLICE OFFICERS ASSOCIATION**

Dated: 1-29-15

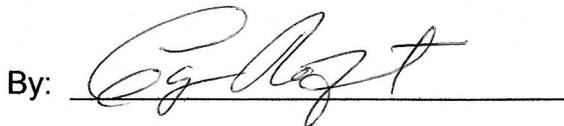
By:   
Robert Bryon Kelly

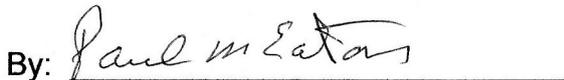
By:   
James Michel

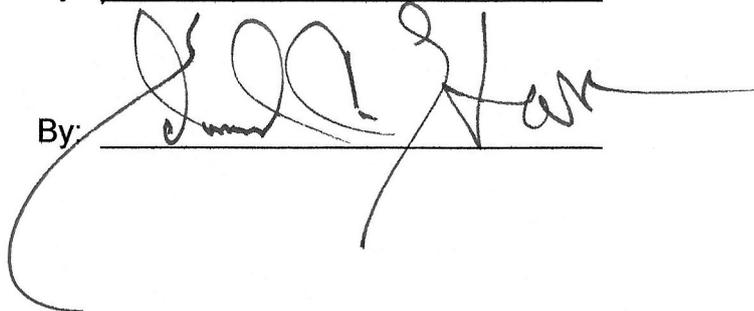
By:   
John Minook

**CITY OF MONTCLAIR**

Dated: FEB 2, 2015

By: 

By:   
Paul M. Eaton

By: 

# AGENDA REPORT

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|--|-----------------------------|
| <b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 15-15 WITH SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT FOR A MUNICIPAL SEPARATE STORM SEWER SYSTEM AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM JOINT DEFENSE AGREEMENT | <b>DATE:</b> March 16, 2015 |
|  | <b>SECTION:</b> AGREEMENTS  |
|  | <b>ITEM NO.:</b> 1          |
|  | <b>FILE I.D.:</b> STD200    |
|  | <b>DEPT.:</b> PUBLIC WORKS  |

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**REASON FOR CONSIDERATION:** The City of Montclair is a Co-Permittee with San Bernardino County Flood Control District, along with fifteen other San Bernardino County cities and the County itself, for issues involving the Municipal Separate Storm Sewer System and the Regional Water Quality Board. Issues arise from time to time that require legal advice from attorneys. The District retains legal counsel for this purpose, but in order to maintain client-attorney confidential communications, all Co-Permittees must sign a joint defense agreement. Agreements with the City require City Council approval.

**BACKGROUND:** The Municipal Separate Storm Sewer System (MS4) Permit is issued jointly to the San Bernardino County Flood Control District (District), the County of San Bernardino (County), and the sixteen incorporated cities in the Santa Ana River Watershed portion of San Bernardino County. The District is the Principal Permittee. Its primary responsibilities are to administer the overall stormwater program in conjunction with the cities, lead in the development of programs, act as liaison with water board staff, and prepare the required consolidated reports. The County and cities are known collectively as the Co-Permittees.

The Co-Permittees are responsible for implementing individual program elements within their own jurisdiction and for fiscally supporting the county-wide program. The permit is regulated under the Santa Ana Regional Water Quality Control Board (RWQCB) District 8. The current San Bernardino County MS4 Permit Order No. R8-210-0036, NPDES Permit No. CAS618036, which expired on January 29, 2015, was administratively extended by RWQCB until a new permit is issued. In anticipation of review and negotiations in response to the new proposed permit, the District Legal Counsel initiated the retention of legal representation for the Area-Wide Program. City staff recommends execution of the Joint Defense Agreement to allow City staff to fully participate and be privy to any and all attorney-client conversations.

**FISCAL IMPACT:** Overall, fiscal impacts are not known at this time. However, the costs incurred under this Agreement will be paid through the San Bernardino County Area-Wide Stormwater Program Budget, to which the City contributes its pro rata share. The Fiscal Year 2014-15 Budget includes an appropriation of \$44,055 as the City's pro rata share. The Fiscal Year 2015-16 Budget request from the Public Works Department will likely see a slight increase in this amount.

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|                                    |  |
|------------------------------------|--|
| Prepared by: <u>Joseph Rosales</u> | Reviewed and Approved by: <u>[Signature]</u> |
| Proofed by: <u>Monique Perry</u>   | Presented by: <u>[Signature]</u>             |

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**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 15-15 to allow execution of San Bernardino County Municipal Separate Storm Sewer System and National Pollutant Discharge Elimination System (NPDES) Permit Renewal Participation Joint Defense Agreement.

**MS4 NPDES STORMWATER PERMIT RENEWAL PARTICIPATION AND  
JOINT DEFENSE AGREEMENT**

This MS4 NPDES Stormwater Permit Renewal Participation and Joint Defense Agreement (“Agreement”) is made and entered into as of the date it is signed by all parties to the Agreement (“Effective Date”), by and between the San Bernardino County Flood Control District (Principal Permittee), the County of San Bernardino, and the City of Big Bear Lake, the City of Chino, the City of Chino Hills, the City of Colton, the City of Fontana, the City of Grand Terrace, the City of Highland, the City of Loma Linda, the City of Montclair, the City Ontario, the City of Rancho Cucamonga, the City of Redlands, the City of Rialto, the City of San Bernardino, the City of Upland, and the City of Yucaipa, (collectively, the “Parties” or “MS4 Permittee Group”) and Squire Patton Boggs.

**RECITALS**

- A. The Parties are permittees under that certain MS4 NPDES Permit and Waste Discharge Requirements for Area-wide Urban Stormwater Runoff, adopted January 29, 2010, NPDES No. 618036/Order No. R8-2010-0036, applicable to the San Bernardino County Flood Control District (“SB FCD”), the County of San Bernardino, and the incorporated cities of San Bernardino County within the Santa Ana Region (“MS4 NPDES Permit”);
- B. The Parties have been identified as entities to be regulated under a municipal stormwater permit expected to be adopted in 2015 (the “2015 MS4 Permit”) by the California Regional Water Quality Control Board, Santa Ana Region (“RWQCB”) and have a common interest in addressing and negotiating the terms of the 2015 MS4 Permit;
- C. To reduce costs and to more effectively represent their interests, the Parties desire to cooperate with one another in addressing the 2015 MS4 Permit issues;
- D. In anticipation of litigation under or relating to the renewal of the MS4 NPDES Permit (which expires by its terms on or about January 29, 2015), and recognizing that there are certain efficiencies in having common counsel representing the Parties during the MS4 NPDES Permit renewal process and any subsequent appeals or litigation (collectively, the “Work”), each Party has agreed to coordinate certain efforts, share information, and fund a portion of the attorneys fees and other costs associated with the Work as set forth in this Agreement;
- E. To assist SB FCD, as the principal-permittee, on legal and other issues related to renewal of the MS4 NPDES Permit, as well as other matters that may be assigned, the San Bernardino County Counsel’s Office issued a Request For Proposals. The Flood Control District received and evaluated proposals from five law firms and interviewed three. On or about March 25, 2014, the Flood Control District retained the firm of Squire Sanders, now Squire Patton Boggs.

In consideration of the mutual covenants and obligations contained in this Agreement, the Parties agree as follows:

## AGREEMENT

### 1.0 SCOPE AND PURPOSE.

The purpose of this Agreement is to set forth the terms and conditions under which the Parties will work together collectively as the MS4 Permittee Group to, among other things:

- (a) retain Squire Patton Boggs, as common counsel to advise the MS4 Permittee Group on legal and other issues related to the 2015 MS4 Permit;
- (b) if appropriate, engage technical consultants and direct their efforts, as necessary, to address technical issues related to 2015 MS4 Permit;
- (c) consider reasonable legal, technical, investigative, and administrative costs incurred relating to the 2015 MS4 Permit, and any subsequent administrative appeals and/or litigation;
- (d) allocate among themselves all approved fees and costs;
- (e) cooperatively provide all necessary technical and legal input, as requested by the SB FCD, as the Principal Permittee;
- (f) communicate and negotiate with the California Regional Water Quality Control Board—Santa Ana Region (“RWQCB”) and the US Environmental Protection Agency (“USEPA”) regarding the renewal of the MS4 NPDES Permit, as necessary to accomplish the purposes of this Agreement; and
- (g) provide comments on the draft Report of Waste Discharge Requirements and review and comment on other issues that may be presented from time to time during the renewal process that may impact one or more of the co-permittees.

### 2.0 MS4 PERMITEE GROUP.

- 2.1 Meetings & Notice. The Parties may schedule meetings from time-to-time, under this Agreement, as requested by the SB FCD, to address issues pertinent to the 2015 MS4 Permit. Meetings may be held by telephone conference.
- 2.2 Cooperation. The Parties shall cooperate with each other to accomplish the purposes of this Agreement and shall attempt to resolve any disputes among them through good faith negotiation.
- 2.3 Communication with Squire Patton Boggs. All communications with Squire Patton Boggs under this Agreement will be coordinated through the SB FCD.

3.0 SHARED COSTS.

- 3.1 Defined. Shared Costs are costs of common counsel and, if applicable, any consultants approved and retained by the MS4 Permittee Group for the work related to the 2015 MS4 Permit under this Agreement.
- 3.2 Payment. The Parties agree to pay the Shared Costs of Common Counsel pursuant to the Section VII (Program Costs) of the Implementation Agreement (County Contract No. 11-545) entered into by and between the MS4 Permittee Group under the NPDES Areawide Program budget. Matters that are assigned by SB FCD to Squire Patton Boggs that relate only to the SB FCD are not Shared Costs and shall be paid by SB FCD separate and apart from the Agreement or the Implementation Agreement. SB FCD shall review all invoices, approve payment of Shared Costs on behalf of the Parties, invoice the Parties, and prepare an annual fiscal year accounting consistent with Section VII of the Implementation Agreement.

4.0 SUCCESSORS AND ASSIGNS. This Agreement applies to, is binding upon, and inures to the benefit of each Party whose legally authorized representative has executed this Agreement, and the Parties' directors, officers, agents, employees, attorneys, successors and assigns.

5.0 WITHDRAWAL.

- 5.1 Withdrawal. Any Party may withdraw from all participation in this Agreement upon thirty (30) days' advance written notice to the MS4 Permittee Group, except that the withdrawing Party shall remain responsible for its share of all Shared Costs, as set forth in the Implementation Agreement. Any Party who withdraws from this Agreement shall continue to protect the confidentiality of information it obtained during the time it was a Party, in accordance with Section 6.0 and 7.0.

6.0 CONFIDENTIALITY; LIMITATIONS.

- 6.1 Confidentiality. A Party may only produce confidential material relating to this Agreement in compliance with a court order or with the consent of all Parties to this Agreement. If the production of confidential material relating to this Agreement is required by a court of competent jurisdiction, the Party so ordered shall seek leave of court to file the confidential material relating to this Agreement under seal or subject to an order protecting their confidentiality.
- 6.2 Permitted Disclosure. Except for Joint Defense Information (as defined below), nothing contained in this Agreement prohibits a Party from disclosing: (i) its own information; (ii) its own work product (except for any portion of that work product that contains confidential material relating to this Agreement); (iii) material prepared by a Party that refers or relates solely to its own information,

documents, or work product; (iv) material obtained from a source other than a Party covered under this Agreement; (v) material that was or becomes publicly available through no act, omission, or fault of the receiving Party; (vi) material that is discovered independently by a Party; or (vii) non-privileged material that is otherwise discoverable. Nothing in this Agreement prevents or restricts a Party from using, at its sole discretion, its own document or information that it has provided to any other Party under this Agreement, even if it is confidential material relating to this Agreement.

6.3 Discovery. This Agreement does not prevent or to limit any Party's counsel from seeking documents from any other Party to this Agreement through formal discovery processes. By executing this Agreement, no Party waives any objections that may be asserted in response to a formal discovery request.

6.4 Admissibility. This Agreement is not admissible in evidence, nor may it be used as evidence in any action or proceeding for any purpose other than for the purpose of enforcing the terms of this Agreement or defending against a third-party motion to compel disclosure or production of documents covered under this Agreement.

6.5 Return of Confidential Information. Any Party that has produced privileged or confidential material relating to this Agreement may request, in writing, the return or destruction of the information provided under this Agreement, subject to any applicable federal and state laws mandating recordkeeping. The requirements of this Section are subject to any outstanding discovery obligations.

7.0 JOINT DEFENSE; ATTORNEY-CLIENT RELATIONSHIP. By executing this Agreement, each Party represents that it has been fully advised concerning the advantages and disadvantages of participation, joint defense, common interest, and confidentiality agreements, and that each Party understands this Agreement and knowingly and intelligently makes the representations and waivers contained herein.

7.1 Joint Defense Counsel. Squire Patton Boggs has been (or will be) engaged as joint defense/common counsel for the Parties in connection with the work under this Agreement.

7.2 Joint Defense Information. This Agreement applies to all communications that are: (i) related to the 2015 MS4 Permit and any appeals or litigation related thereto; (ii) protected by the attorney-client privilege, the work product doctrine and/or any other privileges, confidentialities and protections provided by law; and (iii) shared or exchanged among the Parties or their attorneys, representatives, consultants and/or experts ("Joint Defense Information"). Unless otherwise excluded herein, "Joint Defense Information" means any information, including any confidential or privileged information, shared to facilitate the purposes of this

- Agreement, including, without limitation, all verbal and written exchanges of information among the Parties and/or their attorneys, representatives, consultants and/or experts, and all documents containing Joint Defense Information shared or exchanged among such parties, including, without limitation, memoranda, correspondence, electronic mail, and all summaries and compilations, data, mental impressions, strategies, legal theories, legal research, work performed or prepared by consultants or experts at the direction of counsel for the Parties, interviews with prospective witnesses and/or all other information and analysis and the work product of any Party's attorney in any format from and after the Effective Date. The Parties agree that all communications between Parties and their attorneys, representatives, consultants and/or experts, in furtherance of the purpose of this Agreement shall be protected by the attorney-client privilege, the attorney work-product privilege and the joint defense privilege to the fullest extent provided by law. Joint Defense Information does not include any publicly available information or information that a Party obtains from a public or non-confidential source, even if that information is also provided in confidence by one Party to another.
- 7.3 The Parties understand and agree that the sharing or exchanging of Joint Defense Information between or among the Parties, and the joint creation, development or solicitation of Joint Defense Information by two or more Parties (or their employees or agents) in connection with the 2015 MS4 Permit, shall be accomplished pursuant to the attorney-client privilege, the work product doctrine, the "common interest" doctrine, the "joint defense" doctrine and any other applicable rights, privileges and doctrines, and that any and all such shared or exchanged Joint Defense Information shall be and remain protected against disclosure to any third party to the fullest extent allowed by law.
- 7.4 The Parties agree to take all measures reasonably necessary to protect the confidentiality and privileged nature of the Joint Defense Information. Unless otherwise required by law, none of the Joint Defense Information obtained by any Party shall be disclosed to third parties without the written consent of all of the Parties.
- 7.5 Use of Joint defense information. If any third party requests or demands any Joint Defense Information via a subpoena, discovery request, Public Records Act Request, or otherwise, the Party receiving such request or demand shall notify all other Parties within a reasonable time after receiving the request. The Party receiving such request or demand reserves the right to assert all applicable privileges, protections, exclusions, defenses, and confidentiality rights. The party who received the disclosure request will not release or disclose such information prior to making a good faith determination that the disclosure is required by applicable law, or pursuant to court order, and will inform all other Parties prior to making such disclosure.

- 7.6 No Waiver/Protection from Discovery. The Parties intend that no claim of work product, attorney-client privilege, or other privilege shall be waived by reason of disclosure of Joint Defense Information to other Parties or to any third persons. The Parties further intend that all Joint Defense Information exchanged in connection with this Agreement shall be protected from discovery by the joint defense doctrine recognized in *Oxy Resources California LLC v. Superior Court*, 115 Cal.App.4th 874 (2004) and *Waller v. Financial Corp. of America*, 828 F.2d 579, 583 n. 7 (9th Cir. 1987) (“The joint defense privilege, which is an extension of the attorney client privilege, has been long recognized by this circuit.”) See also *Raytheon v. Superior Court*, 208 Cal.App.3d 683, 687-88 (1989) (“[A] disclosure in confidence of a privileged communication is not a waiver of the privilege ‘when such disclosure is reasonably necessary for the accomplishment of the purpose for which the lawyer . . . was consulted. . . .’” quoting Evidence Code section 912(d)); *Insurance Co. of North America v. Superior Court*, 108 Cal.App.3d 758, 771 (1980); California Evidence Code Sections 912(d), 952.
- 7.7 Use of Joint Defense Information. Except as otherwise provided in this Agreement, Joint Defense Information shall be held in strict confidence by the Parties and will be disclosed only to Parties (including their governing boards or councils, employees and counsel). No Party shall use Joint Defense Information that it has received from another Party for any purpose other than the joint defense and common interest purposes outlined in this Agreement. Each Party shall take all reasonable and appropriate measures necessary to protect Joint Defense Information from disclosure to third parties not subject to this Agreement, including in the event such Joint Defense Information is subpoenaed or sought in a California Public Records Act request.
- 7.8 Survival. The obligations of the Parties under this Section shall survive the termination of this Agreement and shall remain in full force and effect without regard to whether the 2015 MS4 Permit is finalized in any form, and without regard to whether any individual Party withdraws from this Agreement.
- 7.9 Conflict of Interest. As provided in the recitals and Paragraph 3.2 of this Agreement, SB FCD may, from time-to-time, assign to Squire Patton Boggs work that relates only to the SB FCD, on issues not directly related to renewal of the MS4 Permit. This work has the potential of creating a conflict of interest. Each of the Parties waives any such conflicts or potential conflicts of interest and, further, waives any conflict of interest which might arise by virtue of its and the other Parties’ participation in this Agreement.
- 8.0 NEW PARTIES. New Parties may be added to this Agreement with the written consent of all Parties after written agreement is reached on the new Party’s funding contribution and the adjusted cost share formula for all Parties.
- 9.0 NO WAIVER, RELEASE, OR ADMISSION.

- 9.1 No Waiver or Release. Except as expressly provided herein, by entering into this Agreement and sharing confidential information under this Agreement, the Parties are not waiving or releasing any rights, claims, defenses, or privileges they may have against each other or any other person or entity, nor does the Agreement modify in any way any other written agreements or written contractual arrangements of the Parties. Any Party asserting a claim against any other Party is not entitled to use Joint Defense Information (or other confidential information) received under this Agreement in support of the claim, except to the extent that the Joint Defense Information (or other confidential information) has been or is obtained through discovery.
- 9.2 No Modification of Legal Obligations or Authority. Except as specifically provided in this Agreement, no rights or obligations created by this Agreement are intended to amend, modify, supplement, or replace any legal or contractual obligation or authority created by any other agreement entered into at any time between any Party to this Agreement or any affiliated entity of any other Party. This Agreement is not intended to have any effect on any indemnification, contribution, or warranty obligations between or among the Parties or affiliated entities and may not be used by any Party to advance any argument that any Party (including affiliated entities of any Party) either does, or does not, have any obligation to indemnify, provide contribution, or provide a warranty to any other Party (including affiliates or subsidiaries of any Party).
- 9.3 No Admission. Nothing in this Agreement constitutes, or may be construed as, an admission that any Party is liable to any other Party or to any person not a party to this Agreement.
- 10.0 NOTICE. All notices required or permitted to be given must be in writing and sent via mail or e-mail to the undersigned counsel for the Parties.
- 11.0 APPLICABLE LAW. This Agreement is governed by and construed in accordance with the laws of the State of California, without giving effect to the choice-of-law rules of the State of California. The Parties agree that any dispute arising under or relating to this Agreement must be adjudicated in the appropriate court in the State of California, and the Parties consent to jurisdiction in those courts. This Agreement does not, however, affect the applicable law governing the Work or disputes under this Agreement.
- 12.0 CONSTRUCTION OF AGREEMENT. This Agreement is jointly drafted and may not be construed in any way, against any Party on the ground that the Party or its counsel drafted this Agreement.
- 13.0 ENTIRE AGREEMENT. This Agreement is an integrated document representing the entire understanding of the Parties with respect to participation in the MS4 Permittees Group as it relates to the Work. This Agreement supersedes and supplants all prior or contemporaneous agreements, proposals, or understandings, whether written or oral, between the Parties on the same subject matter.

- 14.0 **MODIFICATION OF AGREEMENT.** Modification of the Agreement does not affect the rights and duties of Parties that have withdrawn from the Agreement prior to its modification. All modifications to this Agreement must expressly state that it is the intention of the Parties to amend or modify this Agreement and must be:
- (a) in writing;
  - (b) signed by a duly authorized representative of each Party; and
  - (c) approved of by all then-current Parties to this Agreement.
- 15.0 **SEVERABILITY.** Any provision of this Agreement held to be invalid, illegal, or unenforceable is ineffective to the extent of the invalidity, illegality, or unenforceability without affecting the validity, legality, or enforceability of the remaining provisions.
- 16.0 **EXECUTION AND COUNTERPARTS.** The execution of this Agreement by the undersigned representatives and counsel for the Parties has been duly authorized and is the valid, binding, and enforceable act of each of the Parties upon whose behalf the representatives and counsel have executed the Agreement. Each Party to this Agreement agrees that this Agreement and all obligations arising under it are binding on any counsel employed in the future by that Party, as if the counsel had signed the Agreement. This Agreement may be executed in one or more counterparts, each of which, when so executed, is deemed to be an original and all of which taken together constitute one Agreement.
- 17.0 **TERMINATION.** The term of this Agreement shall extend until the later of: (a) the date the 2015 MS4 Permit becomes final pursuant to applicable law; (b) the conclusion of proceedings challenging any final Order regarding the 2015 MS4 Permit issued by the Regional Board, or (c) termination by written agreement of all Parties, but in no event later than December 31, 2019.

18.0 RECITALS. The recitals of this Agreement are incorporated herein by this reference.

**Squire Patton Boggs (US) LLP**

**City of Chino**

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**San Bernardino County Flood Control District (Principal Permittee)**

**City of Chino Hills**

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**County of San Bernardino**

**City of Colton**

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Big Bear Lake**

**City of Fontana**

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Grand Terrace**

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Ontario**

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Highland**

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Rancho Cucamonga**

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Loma Linda**

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Redlands**

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Montclair**

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Rialto**

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of San Bernardino**

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Upland**

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Yucaipa**

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## AGENDA REPORT

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|   |                             |
|---|-----------------------------|
| <b>SUBJECT:</b> CONSIDER ADOPTION OF RESOLUTION NO. 15-3066 MAKING CERTAIN FINDINGS FOR AN EXCEPTION TO THE 180-DAY WAIT PERIOD PURSUANT TO GOVERNMENT CODE SECTIONS 7522 AND 21244 | <b>DATE:</b> March 16, 2015 |
|   | <b>SECTION:</b> RESOLUTIONS |
|   | <b>ITEM NO.:</b> 1          |
|   | <b>FILE I.D.:</b> PER597    |
|   | <b>DEPT.:</b> ECON. DEV.    |

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**REASON FOR CONSIDERATION:** The Pension Reform Act of 2012 prohibits employers from hiring retired annuitants within 180 days of their retirement. However, subsequent legislation provides for an exception to the 180-day wait period under specific conditions. The California Public Employees Retirement System (CalPERS) requires the City Council to adopt a resolution to allow for an exception to the 180-day wait period to hire a retired employee for part-time employment during the wait period.

The City Council is requested to consider adoption of Resolution No. 15-3066 making certain findings allowing for Assistant Director of Housing Christine Caldwell to be hired for part-time employment commencing within the 180-day wait period of her retirement from the City of Montclair.

A copy of Resolution No. 15-3066 is attached for the City Council's review and consideration.

**BACKGROUND:** Assistant Director of Housing Caldwell has announced her retirement effective April 3, 2015, after a 27-year career with the City of Montclair. City Manager/Executive Director Edward C. Starr, Deputy City Manager/Economic Development Executive Director Marilyn J. Staats, and Personnel Officer Gary Charleston were made aware of Assistant Director of Housing Caldwell's impending retirement in August 2014. Assistant Director of Housing Caldwell has been working with Montclair Housing Corporation staff in preparation of her retirement to ensure a smooth transition upon her departure. Assistant Director of Housing Caldwell has managed the day-to-day operations of the Montclair Housing Corporation for 21 years.

Housing Associate Fabiola Lizaola declared she will be taking a leave of absence effective April 23, 2015, and is not anticipated to return for several months. With the simultaneous departure of both Assistant Director of Housing Caldwell and Housing Associate Lizaola, their combined absence creates a significant void in the day-to-day operation and management of the Montclair Housing Corporation's rental units, compliance requirements, and ongoing projects. For this reason, the City of Montclair would like to hire Assistant Director of Housing Caldwell as a temporary part-time employee (retired annuitant) to assist the Montclair Housing Corporation while Housing Associate Lizaola

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|              |                           |                           |                    |
|--------------|---------------------------|---------------------------|--------------------|
| Prepared by: | <u>Marilyn Staats</u>     | Reviewed and Approved by: | <u>[Signature]</u> |
| Proofed by:  | <u>Gary E. Charleston</u> | Presented by:             | <u>[Signature]</u> |

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is on leave. The position will be a temporary part-time position and she is anticipated to work between 12 to 20 hours per week.

The Pension Reform Act of 2012 limits post-retirement employment for employees, but allows an exception to the rule so long as it is found that the part-time appointment is necessary to fill a critically needed position.

**FISCAL IMPACT:** Assistant Director of Housing Caldwell's fulltime position is already included in the Montclair Housing Corporation Fiscal Year 2014-15 Budget, so no additional funding through the remainder of the fiscal year is being requested. Funding for the part-time position will be proposed in the Montclair Housing Corporation Fiscal Year 2015-16 Budget.

**RECOMMENDATION:** Staff recommends that the City Council adopt Resolution No. 15-3066 making certain findings for an exception to the 180-day wait period pursuant to Government Code Sections 7522 and 21244.

**RESOLUTION NO. 15-3066**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF MONTCLAIR MAKING CERTAIN FIND-  
INGS FOR AN EXCEPTION TO THE 180-DAY  
WAIT PERIOD PURSUANT TO GOVERNMENT  
CODE SECTIONS 7522 AND 21244**

**WHEREAS**, in compliance with Government Code Section 7522.56, the City of Montclair must provide the California Public Employees Retirement System (CalPERS) this certification resolution when hiring a retiree before 180 days have passed since his or her retirement date; and

**WHEREAS**, Christine Caldwell, CalPERS ID No. XXXXX, will retire from the City of Montclair in the position of Assistant Director of Housing effective April 3, 2015; and

**WHEREAS**, Government Code Section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is September 4, 2015, without this certificate resolution; and

**WHEREAS**, Section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

**WHEREAS**, the City Council of the City of Montclair and Christine Caldwell certify that Christine Caldwell has not and will not receive a "Golden Handshake" or any other retirement-related incentive; and

**WHEREAS**, the City Council of the City of Montclair hereby appoints Christine Caldwell as an extra help retired annuitant to perform the duties of the Assistant Director of Housing for the City of Montclair under Government Code Section 21224 effective April 20, 2015; and

**WHEREAS**, the entire employment agreement, contract, or appointment document between Christine Caldwell and the City of Montclair has been reviewed by the body and is attached herein as "Exhibit A"; and

**WHEREAS**, no matters, issues, terms, or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

**WHEREAS**, the employment shall be limited to 960 hours per fiscal year; and

**WHEREAS**, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

**WHEREAS**, the maximum base salary for the position is \$7,945 and the hourly is equivalent to \$45.83, and the minimum base salary for this position is \$7,945 and the hourly equivalent is \$45.83; and

**WHEREAS**, the hourly rate paid to Christine Caldwell will be \$45.83; and

**WHEREAS**, Christine Caldwell has not and will not receive any other benefit, incentive, compensation in lieu of benefit, or other form of compensation in addition to this hourly pay rate.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair hereby certifies the nature of the appointment of Christine Caldwell as described herein and detailed in the attached employment agreement/contract/appointment document and that this appointment is necessary to fill the critically needed position of Assistant Director of Housing for the City of Montclair because the person slated to carry out the duties of the position following her retirement will be taking a leave of absence from the City of Montclair for several months effective April 23, 2015.

**APPROVED AND ADOPTED** this XX day of XX, 2015.

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Mayor

**ATTEST:**

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Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 15-3066 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, 2015, and that it was adopted by the following vote, to-wit:

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

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Andrea M. Phillips  
Deputy City Clerk



# EXHIBIT A MEMORANDUM

**DATE:** March 16, 2015

**TO:** Personnel Committee

**FROM:** Gary E. Charleston, Personnel Officer *Gary C*

**SUBJECT:** **PERSONNEL COMMITTEE AUTHORIZATION – RECOMMENDATION TO HIRE CHRISTINE CALDWELL INTO THE PART-TIME, TEMPORARY POSITION OF ASSISTANT DIRECTOR OF HOUSING**

Assistant Director of Housing Christine Caldwell will retire from her position with the City of Montclair on April 3, 2015, after 27 years of employment. For the past 21 years she has managed the day-to-day operation of the Montclair Housing Corporation's rental units, compliance requirements, and other on-going projects. Her specialized skills and institutional knowledge have greatly contributed to the department's successful operation.

Assistant Director Caldwell's assistant, Housing Associate Fabiola Lizaola, will be taking a leave of absence on or around April 23, 2015, and is not anticipated to return for at least four months. With the simultaneous departure of both Assistant Director Caldwell and Housing Associate Lizaola, a significant void in the day-to-day operation and management of the Montclair Housing Corporation will occur. For this reason, authorization is being requested to hire Assistant Director Caldwell as a temporary employee (retired annuitant) to assist the Montclair Housing Corporation while Housing Associate Lizaola is on her leave of absence. If approved, she will return on April 20, 2015, in a part-time temporary position working between 12 to 20 hours per week. She will be compensated on an hourly basis at the rate of \$45.83 per hour.

GEC:gec

c: City Manager Starr  
Deputy City Manager/Executive Director Staats

# AGENDA REPORT

**SUBJECT:** CONSIDER ADOPTION OF RESOLUTION NO. 15-3067 DECLARING THE CITY'S INTENT TO VACATE, ABANDON, AND REMOVE THE SIDEWALK WEST OF 4350 ORCHARD STREET AND 4363 RUDISILL STREET AND SOUTH OF 10095 AMHERST AVENUE

CONSIDER SETTING A PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 15-3068 ORDERING THE VACATION, ABANDONMENT, AND REMOVAL OF THE SIDEWALK WEST OF 4350 ORCHARD STREET AND 4363 RUDISILL STREET AND SOUTH OF 10095 AMHERST AVENUE

**DATE:** March 16, 2015

**SECTION:** RESOLUTIONS

**ITEM NO.:** 2

**FILE I.D.:** LDA550

**DEPT.:** PUBLIC WORKS

**REASON FOR CONSIDERATION:** A request has been made to remove the sidewalk connecting the intersection of Rudisill Street and Amherst Avenue with Orchard Street. The sidewalk is located between 4363 Rudisill Street and 10095 Amherst Avenue and between 4350 Orchard Street and the San Antonio Channel. Vacations of right-of-way for City streets, alleys, sidewalks, and other City easements require City Council approval.

**BACKGROUND:** The property owners of 4350 Orchard Street, Mr. Loren Stevens and Ms. Judith Stevens, approached the City last year regarding problems with a sidewalk that runs adjacent to their property connecting Rudisill Street and Amherst Avenue with Orchard Street. Their complaints concern drug use, sexual activities, and graffiti. They have asked that the City remove the sidewalk and have the area closed to public access. The subject sidewalk is shown on the attached aerial photograph.

Mr. and Ms. Stevens' request is not the first time such a request has been made. The previous owners of the property, Fiorella and Maria Abenes, also reported similar problems during their time of ownership. The Stevens have lived at this address for approximately 1.5 years.

Staff cannot confirm the reports of drug use or sexual activities, although used condoms have been found in the area. Graffiti, however, has been a significant issue. Over the most recent five-year period, the Police Department confirms 118 reports of graffiti.

Staff presented the Stevens' request to the Public Works Committee at its December 18, 2014, meeting with a recommendation that a survey be conducted among the area residents and Ontario-Montclair School District for Lehigh Elementary School. On January 12, 2015, survey letters were sent to 119 addresses in the vicinity of this sidewalk and to the School District. Recipients were given three weeks to voice their concerns and return the survey letters to the City.

Prepared by:   
Proofed by: 

Reviewed and Approved by:   
Presented by: 

The City received a total of 21 responses with 18 voicing support for the closure, 3 opposed, and 98 not responding. No response was received from the School District, either. The results of this survey were reported back to the Public Works Committee at its meeting on February 19, 2015. The Committee recommended proceeding with a public hearing to consider abandonment.

Because the sidewalk has a public use, staff feels that residents potentially impacted by the removal of the sidewalk should be given a forum in which to voice their support or opposition to closure. Staff recommends following the process prescribed in Section 8300 *et seq.* of the Streets and Highways Code of the State of California. The City Council must first, by resolution, declare its intention to vacate the sidewalk. Proposed Resolution No. 15-3067 is attached for City Council review and consideration.

Next, the City Council must conduct a public hearing, at which time another resolution ordering the vacation must be adopted. The public hearing to adopt the resolution ordering the vacation can be held no sooner than 15 days after the adoption of the resolution declaring the City's intention to vacate the sidewalk. Proposed Resolution No. 15-3068 ordering the vacation of the sidewalk, to be considered at the date of the public hearing, is attached for City Council review.

Assuming the City Council adopts Resolution No. 15-3067, staff will publish a notice of the City's intent to vacate the sidewalk easement, send letters to the residents potentially impacted by the closure, and post the sidewalk with notices of the City's intent.

If the sidewalk easement were to be vacated, ownership of the sidewalk area would revert back to the underlying fee owners. These properties are 10095 Amherst Avenue, 4363 Rudisill Street, and 4350 Orchard Street.

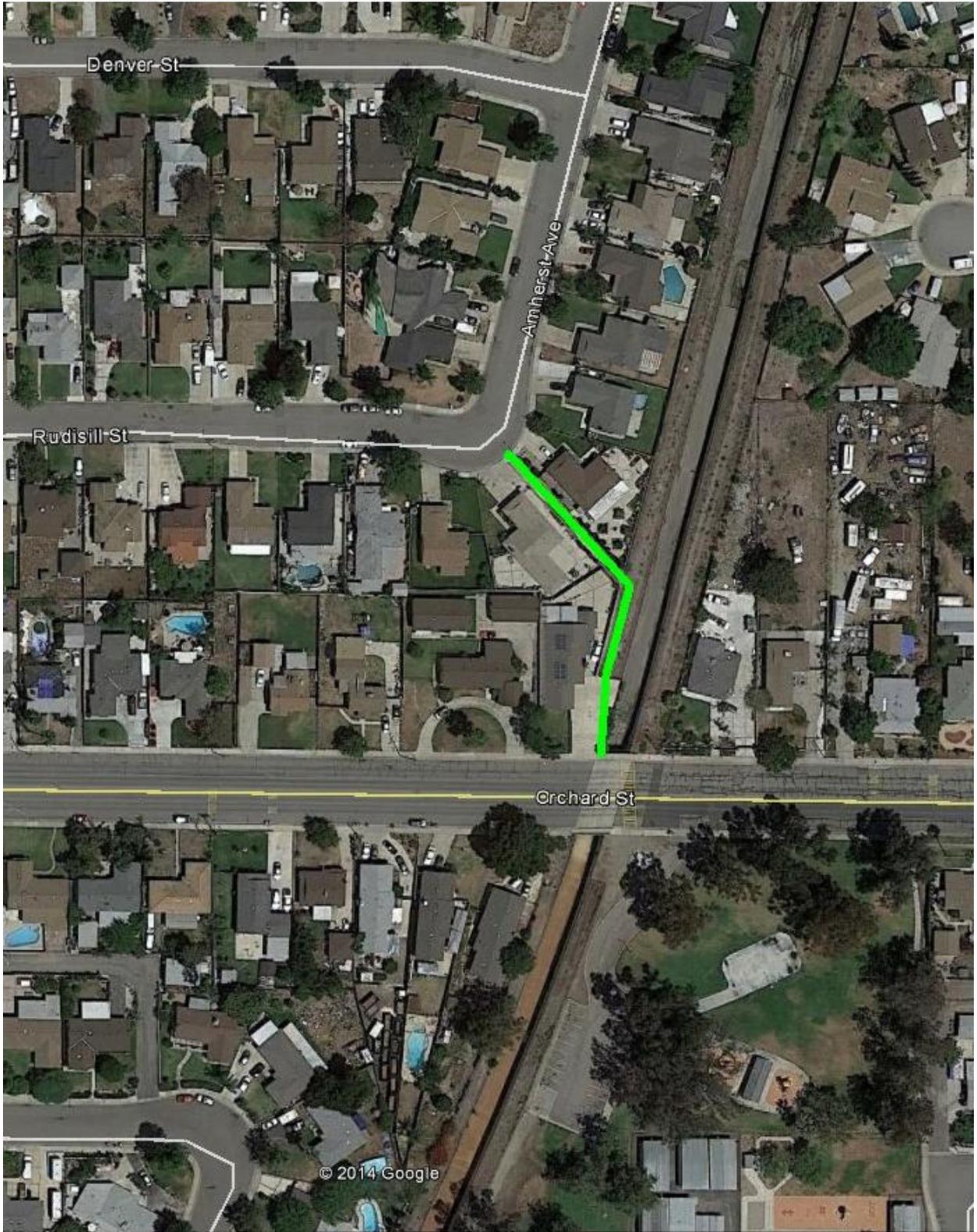
**FISCAL IMPACT:** The cost to publish the notice of public hearing in the Inland Valley Daily Bulletin for the resolution of order to vacate the sidewalk is not expected to exceed \$2,000. Assuming the Council adopts the resolution ordering the vacation as part of the public hearing process, the City will likely save several hundred dollars per year in maintenance/graffiti abatement costs.

It is further proposed that if the sidewalk easement is vacated, the City would remove the sidewalk and provide temporary fencing to close the openings. It would be up to the three property owners to modify their property walls to effect permanent closure of the area.

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

1. Adopt Resolution No. 15-3067 declaring the City's intent to vacate, abandon, and remove the sidewalk west of 4350 Orchard Street and 4363 Rudisill Street and south of 10095 Amherst Avenue.
2. Set a public hearing for Monday, April 6, 2015, at 7:00 p.m. in the City of Montclair City Council Chambers to consider adoption of Resolution No. 15-3068 ordering the vacation, abandonment, and removal of the sidewalk west of 4350 Orchard Street and 4363 Rudisill Street and south of 10095 Amherst Avenue.

Subject Sidewalk of Proposed Resolution No. 15-3067



**RESOLUTION NO. 15-3067**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR DECLARING ITS INTENT TO VACATE, ABANDON, AND REMOVE THE SIDEWALK WEST OF 4350 ORCHARD STREET AND 4363 RUDISILL STREET AND SOUTH OF 10095 AMHERST AVENUE**

**WHEREAS**, right-of-way for the sidewalk west 4350 Orchard Street and 4363 Rudisill Street and south of 10095 Amherst Avenue was dedicated to the City of Montclair with the recordation of Tract No. 8326 as recorded in Book 112, Pages 37-39, Records of San Bernardino County Recorder; and

**WHEREAS**, said sidewalk provides access from the intersection of Amherst Avenue and Rudisill Street to Orchard Street through an easement granted across three private properties; and

**WHEREAS**, the City of Montclair has conducted a survey of residents potentially using the sidewalk; and

**WHEREAS**, a sizeable majority of those residents responding to the survey supported the closure of the sidewalk; and

**WHEREAS**, Section 8300, *et seq.*, of the Streets and Highways Code of the State of California prescribes the manner in which a City may vacate a street or portion of a street thereof, including a sidewalk; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair hereby declares its intent to do the following:

1. Vacate the right-of-way for the sidewalk west 4350 Orchard Street and 4363 Rudisill Street and south of 10095 Amherst Avenue.
2. Set the proposed vacation for public hearing on April 6, 2015, at 7:00 p.m. in the City Council Chambers of the City of Montclair as the time and place for hearing all persons interested in or objecting to the proposed vacation.

**APPROVED AND ADOPTED** this XX day of XX, 2015.

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Mayor

**ATTEST:**

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Deputy City Clerk

I, Andrea Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 15-3067 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, 2015, and that it was adopted by the following vote, to-wit:

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

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Andrea M. Phillips  
Deputy City Clerk

**RESOLUTION NO. 15-3068**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ORDERING THE VACATION, ABANDONMENT, AND REMOVAL OF THE SIDEWALK WEST OF 4350 ORCHARD STREET AND 4363 RUDISILL STREET AND SOUTH OF 10095 AMHERST AVENUE**

**WHEREAS**, right-of-way for the sidewalk west 4350 Orchard Street and 4363 Rudisill Street and south of 10095 Amherst Avenue was dedicated to the City of Montclair with the recordation of Tract No. 8326 as recorded in Book 112, Pages 37-39, Records of San Bernardino County Recorder; and

**WHEREAS**, said sidewalk provides access from the intersection of Amherst Avenue and Rudisill Street to Orchard Street through an easement granted across three private properties; and

**WHEREAS**, a request by one property owner adjacent to the sidewalk has requested its removal; and

**WHEREAS**, the City of Montclair has conducted a survey of residents potentially using the sidewalk and would be impacted by its loss; and

**WHEREAS**, a sizeable majority of those residents responding to the survey supported the closure of the sidewalk; and

**WHEREAS**, Section 8300, *et seq.*, of the Streets and Highways Code of the State of California prescribes the manner in which a City may vacate a street or portion of a street thereof, including a sidewalk; and

**WHEREAS**, the City Council of the City of Montclair adopted Resolution 15-3067 at its meeting on March 16, 2015, declaring its intention to vacate, abandon, and remove the subject sidewalk west of 4350 Orchard Street and 4363 Rudisill Street and south of 10095 Amherst Avenue as defined in Exhibit A and as shown on Exhibit B, both attached hereto; and

**WHEREAS**, the City published notification of the public hearing and posted the subject property in accordance with Section 8322 of the Streets and Highways Code.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair hereby orders the vacation of that sidewalk easement and vacation, abandonment, and removal of that sidewalk west of 4350 Orchard Street and 4363 Rudisill Street and south of 10095 Amherst Avenue as defined in Exhibit A and as shown on Exhibit B, both attached hereto, and the City Clerk shall cause a certified copy of this Resolution of vacation be recorded with the Office of the San Bernardino County Recorder.

**APPROVED AND ADOPTED** this XX day of XX, 2015.

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Mayor

**ATTEST:**

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Deputy City Clerk

I, Andrea Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 15-3068 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, 2015, and that it was adopted by the following vote, to-wit:

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

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Andrea M. Phillips  
Deputy City Clerk

**MINUTES OF THE MEETING OF THE MONTCLAIR  
CODE ENFORCEMENT/PUBLIC SAFETY COMMITTEE  
HELD ON TUESDAY, FEBRUARY 17, 2015, AT  
6:00 P.M. IN THE CITY HALL CONFERENCE ROOM,  
5111 BENITO STREET, MONTCLAIR, CALIFORNIA**

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**I. CALL TO ORDER**

Council Member Dutrey called the meeting to order at 6:10 p.m.

**II. ROLL CALL**

Present: Council Member Dutrey, Mayor Pro Tem Raft, City Manager Starr; Deputy City Manager/Executive Director, Office of Economic Development Staats; Police Chief/Executive Director, Office of Public Safety deMoet; Community Development Director Lustro, City Attorney Robbins.

**III. APPROVAL OF MINUTES**

**A. Minutes of Code Enforcement Committee Meeting of January 20, 2015**

It was the consensus of the Code Enforcement Committee to approve the minutes of the Code Enforcement Committee meeting of January 20, 2015.

**IV. PUBLIC COMMENT**

None.

**V. OLD BUSINESS**

1. Massage establishments. City Attorney Robbins commented that she was finalizing a draft of the new ordinance and should have a working draft of the ordinance by next month.

**VI. NEW BUSINESS**

1. Reactivation of Crime Suppression Unit (PD)

Police Chief/Executive Director, Office of Public Safety deMoet updated the Committee regarding the reactivation of the Crime Suppression Unit (CSU) which will be supervised by Sergeant Borra, staffed by officers of the Montclair Police Department and

members of the San Bernardino County Sheriff's Department, and will focus on three main items: (1) graffiti, (2) narcotics enforcement (street level), and (3) metal theft.

2. Code Enforcement Staffing (CE)

Community Development Director Lustro updated the Committee that the Code Enforcement Division is now up to full staffing. The two new part-time officers, Shane Hidey and Rachel Caruso, have been going on ride-alongs with other Code Enforcement personnel and have been in training by Senior Code Enforcement Officer Gabe Fondario for approximately the prior three weeks. Code Enforcement staff is very pleased by the work the new hires are doing. He also commented that he would provide the Committee members a copy of the area assignment map once it has been finalized, noting that small areas were given to the Reserves to help take the burden off the full- and part-time officers. Staff will monitor how that works out. Discussion followed regarding whether an officer would stick to his/her assigned area, familiarity with property conditions, and upcoming issuance of correction notices.

**VII. DISTRIBUTION OF LIST OF PROBLEM PROPERTIES / Q&A**

Discussion followed.

**VIII. NEXT MEETING**

The next meeting is scheduled for Monday, March 16, 2015, at 6:00 p.m. in the City Hall Conference Room.

**IX. ADJOURNMENT**

At 6:25 p.m., Council Member Dutrey adjourned the Code Enforcement/Public Safety Committee.

Submitted for Code Enforcement/  
Public Safety Committee approval,



Laura Embree  
Recording Secretary

**MINUTES OF THE REGULAR MEETING OF THE PUBLIC  
WORKS COMMITTEE HELD ON THURSDAY,  
FEBRUARY 19, 2015, AT 4:00 P.M. IN THE CITY  
MANAGER'S CONFERENCE ROOM, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA**

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**I. CALL TO ORDER**

Chair Raft called the meeting to order at 4:05 p.m.

**II. ROLL CALL**

Present: Chair Raft; Committee Member Eaton; City Manager Starr; Deputy City Manager/Director of Economic Development Staats; Office of Public Safety/Police Chief deMoet; Director of Community Development Lustro; Public Works Director/City Engineer Hudson; Public Works Superintendent Mendez and Facilities and Grounds Superintendent McGehee.

**III. APPROVAL OF MINUTES**

The Public Works Committee approved the minutes of the Public Works Committee Meeting of January 15<sup>th</sup>, 2015.

**IV. PUBLIC COMMENT**

None

**V. PUBLIC WORKS DEPT. UPDATES/ITEMS**

**A. Operations/Facilities and Grounds Items**

Maintenance Activities Reports Attached-Committee Member Eaton had a few questions on the Maintenance Activity Report.

1. Sewers-Montclair Plaza restaurants main line are flushed every other week due to heavy grease buildup. Does this area have grease traps? Public Works Superintendent Mendez stated yes, but sometimes the hot oil discharges from restaurants are able to bypass the interceptors, then cool in the sewer line creating a potential for blockage. To be certain that we don't have these blockages, the Public Works Department flushes the lines every other week.
2. Administrative-Inspect transportation permit routes for damage. Does The City have damage from transportation permit vehicles? Public Works Superintendent Mendez stated it is very rare to see damage, but he did notice some damage once at Ramona Avenue and Mission Boulevard.
3. Administrative-Golden Express Vehicle. Is everything in line for the new vehicle? Public Works Superintendent Mendez

mentioned that three weeks ago Director of Human Services Richter told him that funding was locked at \$75,000. We may need more money and additional funds are being sought. The new vehicle will use regular gasoline, not the Compressed Natural Gas (CNG) as was the previous vehicle.

Public Works Superintendent Mendez had a few comments.

1. A resident received a parking citation from a Montclair Police Officer for parking on a street during street sweeping hours. The resident said he knew he was at fault based on the posted hours, but he thought that it was okay to park on the street if the sweeper had already been through the area. Public Works Director/City Engineer Hudson stated that there is signage stating citations will be issued from 7:00 a.m. to 2:00 p.m. If a City flyer/handout or the website says otherwise, both need to be corrected. Police Chief deMoet stated that the policy has been that if the street had already been swept, then issuing a citation was at the discretion of the Police Officer. He could not tell the cadets writing these citations to ignore the Municipal Code, but they could use some discretion. He agreed with Public Works Director/City Engineer Hudson that the City shouldn't have a written policy to this effect on either its webpage or handout given to residents regarding street sweeping. Public Works Superintendent Mendez will review and amend the street sweeping handout and city website information.
2. Public Works Superintendent Mendez stated that recent questions or concerns were brought to his attention regarding placement of portable stop signs with lights at known power outages. Office of Public Safety/Police Chief deMoet stated his concern was with barricades equipped with flashing red lights and the lights not working. Mr. Mendez stated that the lights are battery powered and may not last through the night. City Manager Starr stated that to be proactive with future known power outages, place portable stop signs without lights as warnings to drivers.

Chair Raft had one question for discussion.

Chair Raft stated that there was an accident on Holt Boulevard at Amherst Avenue and a signal pole was knocked down this past weekend. Raft stated that this is the third traffic accident within a few weeks and she requests a left turn signal to be placed on Holt Boulevard. Public Works Director/City Engineer Hudson requested accident reports from Police Chief deMoet for the past three years in order to determine if traffic signal modifications should be made at this intersection.

## **B. Engineering Division Items**

### **1. Update on 1911 Act Sidewalk Program**

The City received a few responses back from home owners. Two individuals said they are willing to circulate petitions for three different blocks along the east and west sides of Ramona Avenue from Moreno Street to San José Street. The Public Works Department is currently developing a petition to be circulated and signed by property owners. To be valid, the petition will need to be signed by at least 60% of property owners. The petition will also state that the property owners are willing to share in the cost. Once presented to the City, a public hearing will be scheduled.

### **2. Update on Orchard/Amherst/Rudisill Sidewalk Closure Issue**

The Public Works Department sent out 119 survey forms and received 20 responses back. Seventeen were in favor of the sidewalk closure and three were opposed the closure. Public Works Director/City Engineer Hudson recommended proceeding with a formal public hearing, advising Council's direction to close the sidewalk, quitclaim the easement for the sidewalk to the adjacent property owners and take out the sidewalk. Additionally, the adjacent property owner should sign an agreement to modify property line walls as necessary to complete the closure.

## **VI. POLICE DEPARTMENT UPDATES/ITEMS**

Committee Member Eaton asked how the new Police Department Motorcycles Officers are doing on writing citations. Office of Public Safety/Police Chief deMoet stated that it is too early to determine, but an increase of impounds has risen as well as citations. The impound lot is currently at full capacity and in the future the Police Department will conduct a study for a three- to four-month period on the impact of citations from the motorcycle officers.

## **VII. COMMUNITY DEVELOPMENT DEPARTMENT PROJECT UPDATES/ITEMS**

### **MONTCLAIR SHOPPES, 9303-9407 CENTRAL AVENUE**

On February 17<sup>th</sup>, the Planning Commission approved the 18,900 square-foot Montclair Shoppes project on the vacant, two-acre parcel on the east side of Central Avenue directly across from Costco. The developer's goal is to start rough grading the first week of March and deliver a building shell to the tenants in July.

## **VIII. CAPITAL PROJECT UPDATES**

Public Works Director/City Engineer Hudson reported the status of the following capital improvement projects:

**A. MONTE VISTA AVENUE/UPRR GRADE SEPARATION PROJECT**

An issue has been resolved with the Disadvantage Business Enterprise (DBE) goal with the original goal remaining intact with Caltrans. A Request for Authorization (RFA) was resubmitted to Caltrans two weeks ago and this process could take Caltrans one or two months before they get back to the City for the next process.

**B. CENTRAL AVENUE/UPRR GRADE SEPARATION RECONSTRUCTION**

Public Works Director/City Engineer Hudson is waiting for approval of a Request for Authorization (RFA) from Caltrans before he sends out a Request for Proposal (RFP) to consultants. The RFP is written and will be sent off after final approval.

**C. RECREATION BUILDING REMODEL**

The demo is complete and the slabs have been sawcut for plumbing installation. The contractor will be back Monday February 23<sup>rd</sup> to continue working on the remodel.

**D. CENTRAL AVENUE/SAN BERNARDINO STREET TRAFFIC SIGNAL UPGRADE**

The design for these signal modifications is complete. The RFA was sent to Caltrans two to three weeks ago, and the City is waiting to get authorization from Caltrans to proceed with advertising for construction bids.

**E. NORTHEAST RESIDENTIAL STREET RESURFACING PROJECT-PHASE 2**

Public Works Director/City Engineer Hudson stated the City Council authorized staff to advertise the project last week. The bid opening is scheduled for March 15<sup>th</sup>.

**F. CAROLINE/DEODAR CUL DE SAC CLOSURES**

Mariposa Landscape, the City's landscape contractor, removed all oleanders. The design for this project is complete with minor corrections to be made. The RFA to advertise this project is anticipated to be presented at the next City Council Meeting.

**G. CENTRAL/PALO VERDE SIGNAL MODIFICATIONS-PROTECTED PERMISSIVE LEFT TURNS**

The conceptual design is ready to proceed with design drawings and construction. This signal modification project is not in the Capital Improvement Program (CIP) this year, but will be ready to be introduced next year.

## H. GOLD LINE

City Manager Starr, Public Works Director/City Engineer Hudson, and Mayor Eaton met with San Bernardino Associated Governments (SANBAG) staff and its Executive Board to discuss the current and future plans for the Gold Line. At this meeting, an agreement was reached with funding reimbursement for the City. Mr. Starr and Mr. Hudson will be attending another meeting on Monday, February 23<sup>rd</sup>, with the Gold Line Construction Authority to go over future plans, designs, and construction of the Gold Line.

## IX. OTHER ITEMS

Public Works Superintendent Mendez mentioned that every two years curb address painting is done in the City. The City will start curb address painting in the middle of March to April by Canning Hunger, a non-profit company. Canning Hunger will soon be handing out flyers before the start of the painting process.

Public Works Director/City Engineer Hudson mentioned that Council Member Trish Martinez would like to attend a Public Works Committee meeting. Mr. Hudson noted that this practice is a technical violation of the Brown Act due to the fact that if three Council Members are present at a Committee meeting it becomes a de facto Council meeting with Council quorum present. It is no longer a Committee meeting but an unnoticed Council meeting. Mr. Starr concurred. Two council members are the allowed maximum in Committee meetings. Mr. Hudson suggested that perhaps Ms. Martinez could be appointed as an alternate member if one Committee Member is absent. No action or direction was given.

## X. ADJOURNMENT

At 4:45 p.m., Chair Raft adjourned the meeting.

The next meeting of the Public Works Committee will be at 4:00 p.m. on March 19, 2015, if there are items that need to be discussed.

Submitted for Public Works Committee approval,

A handwritten signature in black ink, appearing to read 'Cenica Leonard', written over a horizontal line.

Cenica Leonard  
Transcribing Secretary

**MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON MONDAY,  
MARCH 2, 2015, AT 7:35 P.M. IN THE CITY  
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA**

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**I. CALL TO ORDER**

Mayor Pro Tem Raft called the meeting to order at 7:35 p.m.

**II. ROLL CALL**

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

**III. APPROVAL OF MINUTES**

**A. Minutes of the Regular Personnel Committee Meeting of February 17, 2015.**

Moved by City Manager Starr, seconded by Mayor Pro Tem Raft, and carried unanimously to approve the minutes of the Personnel Committee meeting of February 17, 2015.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**

At 7:36 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 7:51 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Raft stated that no announcements would be made at this time.

**VI. ADJOURNMENT**

At 7:51 p.m., Mayor Pro Tem Raft adjourned the Personnel Committee.

Submitted for Personnel Committee approval,

  
\_\_\_\_\_  
Edward C. Starr  
City Manager