

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

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

February 4, 2019

7:00 p.m.

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

*Persons wishing to speak on an agenda item, including closed session items, are requested to complete a yellow Speaker Information Card located at the entrance of the Council Chambers and present it to the City Clerk prior to consideration of the item. The Mayor/Chair (or the meeting's Presiding Officer) will recognize those who have submitted a card at the time of the item's consideration by the City Council/Board of Directors/Commissioners, and speakers may approach the podium to provide comments on the item at that time.*

*Audio recordings of the CC/SA/MHC/MHA/MCF meetings are available on the City's website at [www.cityofmontclair.org](http://www.cityofmontclair.org) and can be accessed by the end of the next business day following the meeting.*

- I. CALL TO ORDER** City Council [CC], Successor Agency Board [SA],  
Montclair Housing Corporation Board [MHC],  
Montclair Housing Authority Commission [MHA],  
Montclair Community Foundation Board [MCF]

**II. INVOCATION**

*In keeping with our long-standing tradition of opening our Council meetings with an invocation, this meeting may include a nonsectarian invocation. Such invocations are not intended to proselytize or advance any faith or belief or to disparage any faith or belief. Neither the City nor the City Council endorses any particular religious belief or form of invocation.*

**III. PLEDGE OF ALLEGIANCE**

**IV. ROLL CALL**

**V. PRESENTATIONS**

**VI. PUBLIC HEARINGS**

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- A. First Reading — Introduction of Ordinance No. 19-981 Updating Section 8.32.010 of the Montclair Municipal Code Relating to Maximum Speed Limits in the City and Setting a Public Hearing for Second Reading and Adoption of Ordinance No. 19-981 on Tuesday, February 19, 2019, at 7:00 p.m. in the City Council Chambers [CC]

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**VII. 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 up to five minutes to address the City Council/Boards of Directors/Commissioners. (Government Code Section 54954.3)*

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

**VIII. CONSENT CALENDAR**

A. Approval of Minutes

1. Adjourned City Council Meeting — January 22, 2019 [CC]
2. Regular Joint Meeting — January 22, 2019 [CC/SA/MHC/MHA/MCF]

B. Administrative Reports

1. Consider Setting a Public Hearing to Consider Prioritization of Funding for Fiscal Year 2019-2020 Community Development Block Grant Projects on Tuesday, February 19, 2019, at 7:00 p.m. in the City Council Chambers [CC]

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C. City Manager/Executive Director	
D. Mayor/Chairperson	
E. Council/SA Board/MHC Board/MHA Commission/MCF Board	

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

1. Personnel Committee Meeting— January 22, 2019 [CC]

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**XIII. ADJOURNMENT**

*The next regular joint meeting of the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board will be held on Tuesday, February 19, 2019, 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 Acting Bodies after distribution of the Agenda packet are available for public inspection in the City Clerk's Office 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 City Clerk's Office 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, 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, 5111, Benito Street on January 31, 2019.*



# AGENDA REPORT

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<b>DATE:</b>	FEBRUARY 4, 2019	<b>FILE I.D.:</b>	TRC625
<b>SECTION:</b>	PUBLIC HEARINGS	<b>DEPT.:</b>	PUBLIC WORKS
<b>ITEM NO.:</b>	A	<b>PREPARER:</b>	N. CASTILLO
<b>SUBJECT:</b>	FIRST READING - INTRODUCTION OF ORDINANCE NO. 19-981 UPDATING SECTION 8.32.010 OF THE MONTCLAIR MUNICIPAL CODE RELATING TO MAXIMUM SPEED LIMITS IN THE CITY AND SETTING A PUBLIC HEARING FOR SECOND READING AND ADOPTION OF ORDINANCE NO. 19-981 ON TUESDAY, FEBRUARY 19, 2019, AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS		

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**REASON FOR CONSIDERATION:** The California Motor Vehicle Code allows cities to set speed limits on city streets, subject to the process set forth in that Code. Speed limits must be determined by traffic engineering speed surveys and must be redone periodically. Once a speed survey has been completed, the City may set the speed limits by adopting an ordinance. Ordinances require public hearings and adoption by the City Council.

**BACKGROUND:** The City last performed a citywide speed survey in 2011 and adopted Ordinance No. 11-925 amending Section 8.32.010 of the Montclair Municipal Code relating to maximum speed limits. In 2014, it was discovered that Howard Street was not included in the list of streets surveyed at that time. Therefore, a special survey was conducted between 2014 and 2015 in order to provide proper speed enforcement on Howard Street. Ordinance No. 15-954 was adopted, replacing section 8.32.010 of the Montclair Municipal Code pertaining to maximum speed limits in the City.

Under California law, the maximum speed limit in urban areas is 55 miles per hour (MPH) on 2-lane undivided roads and 65 MPH on divided or multi-lane roads. All other speed limits are prima facie limits, which are considered by law to be safe and prudent under normal conditions. Certain prima facie limits are established by state law, including the 25 mile per hour speed limit in business and residential districts; the 25 mile per hour speed limit in school zones when children are present; and the 15 mile per hour speed limit in alleys and at uncontrolled intersections and railroad crossings where visibility is very limited. These speed limits do not need to be posted to be enforced.

All other speed limits between 25 and 65 MPH are established on the basis of traffic engineering surveys and adopted by ordinance by the City Council. These surveys include an analysis of roadway conditions, accident records, and a sampling of the prevailing speed of traffic. Speed limits are generally considered safe and reasonable when they are set equal to or slightly below the speed at which 85 percent of the drivers drive. Traffic flowing at uniform speeds results in increased safety and fewer accidents. Drivers are less impatient, pass less often, and tailgate less, which reduces both head-on and rear-end collisions.

Most drivers can be relied upon to behave in a reasonable manner as they go about their daily driving routines. Many existing laws reflect observation of the way reasonable people behave under most circumstances. Traffic regulations are also based upon observations of the behavior of groups of motorists under various conditions. Generally speaking, traffic laws that reflect the behavior of the majority of motorists are found to be successful. Laws that arbitrarily restrict the majority of drivers tend to encourage disrespect, lack of public support, and other wholesale violations of the law.

This is especially true when establishing speed limits. The posting of the appropriate speed limit also simplifies the job of traffic enforcement officers. Most traffic is voluntarily moving at or near the posted speed. Blatant speeders are easily spotted, safe drivers are not penalized, and patrol officers are not asked to enforce and defend unrealistic and arbitrary speed limits.

In accordance with the Motor Vehicle Code, the 2018 Speed Survey Study for the City of Montclair was conducted between September 2017 and December 2018. Radar speed checks were performed by Montclair Police Department personnel.

Based on the traffic engineering speed survey and analysis, all existing speed limits in the City will remain the same. The only changes to result from the speed survey are the limits of the Central Avenue and Mills Avenue segments. Central Avenue will now be divided from north City limits to Holt Boulevard and from Holt Boulevard to Phillips Boulevard. Central Avenue was previously divided by Mission Boulevard for the purpose of speed limits. Mills Avenue will now be divided from Moreno Street to San Bernardino Street and from San Bernardino Street to the UPRR tracks. Mills Avenue was previously divided by San José Street for the purpose of speed limits.

**FISCAL IMPACT:** The City Council's adoption of Ordinance No. 19-981 would have no fiscal impact.

**RECOMMENDATION:** Staff recommends the City Council introduce Ordinance No. 19-981 updating Section 8.32.010 of the Montclair Municipal Code pertaining to maximum speed limits in the City and set a public hearing for second reading and adoption of Ordinance No. 19-981 on Monday, February 19, 2019, at 7:00 p.m. in the Council Chambers.

ORDINANCE NO. 19-981

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR REPLACING SECTION 8.32.010 OF TITLE 8 OF THE MONTCLAIR MUNICIPAL CODE RELATING TO MAXIMUM SPEED LIMITS

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

**Section 1: Amendment to Code.** Section 8.32.010 of Title 8 of the Montclair Municipal Code is hereby replaced with the following:

8.32.010 Prima facie speed limits on certain streets

The City Council of the City of Montclair determines and declares, upon the basis of engineering and traffic surveys made on or after September 2017, which surveys are public records on file in the offices of the Engineering Division of the Public Works Department of the City, that the prima facie speed limits specified in those sections are reasonable, safe, and most appropriate to facilitate the orderly movement of traffic upon the streets and portions of streets specified in those sections, which streets and portions of streets would otherwise be subject to the prima facie speed limits established in the California Vehicle Code.

These prima facie speed limits shall be effective when appropriate signs giving notice thereof are erected upon the streets and portions of streets to which they pertain.

The provisions of this article shall not apply to any twenty-five (25) mile per hour prima facie speed limit which is applicable when passing a school or the grounds thereof.

Name of Street or Portion of Street Affected	Declared Prima Facie Speed Limit (miles per hour)
1. Arrow Highway, from the west City Limits to Benson Avenue	45 miles per hour
2. Benito Street, from Mills Avenue to Benson Avenue	35 miles per hour
3. Benson Avenue, from north City Limits to Moreno Street	40 miles per hour
4. Benson Avenue, from Moreno Street to UPRR tracks	35 miles per hour
5. Brooks Street, from Silicon Avenue to Benson Avenue	40 miles per hour
6. Central Avenue, from the north City Limits to Holt Boulevard	40 miles per hour
7. Central Avenue, from Holt Boulevard to Phillips Boulevard	45 miles per hour
8. Fremont Avenue, from Arrow Highway to Moreno Street	40 miles per hour
9. Fremont Avenue, from State Street to Mission Boulevard	35 miles per hour
10. Fremont Avenue, from Mission Boulevard to Phillips Boulevard	30 miles per hour
11. Holt Boulevard, from Mills Avenue to Benson Avenue	45 miles per hour
12. Howard Street, from Pipeline Avenue to Central Avenue	35 miles per hour
13. Kingsley Street, from Mills Avenue to Benson Avenue	35 miles per hour
14. Mills Avenue, from Moreno Street to the San Bernardino Street	40 miles per hour
15. Mills Avenue, from San Bernardino Street to the UPRR tracks	45 miles per hour
16. Mission Boulevard, from the west City Limits to Central Avenue	45 miles per hour
17. Monte Vista Avenue, from north City Limits to Arrow Highway	45 miles per hour
18. Monte Vista Avenue, from Arrow Highway to San Bernardino Street	40 miles per hour
19. Monte Vista Avenue, from San Bernardino Street to Holt Boulevard	35 miles per hour

Name of Street or Portion of Street Affected	Declared Prima Facie Speed Limit (miles per hour)
20. Monte Vista Avenue, from Holt Boulevard to Phillips Boulevard	40 miles per hour
21. Moreno Street, from Mills Avenue to Monte Vista Avenue	35 miles per hour
22. Moreno Street, from Monte Vista Avenue to Benson Avenue	40 miles per hour
23. Orchard Street, from Mills Avenue to Benson Avenue	40 miles per hour
24. Palo Verde Street, from Mills Avenue to Helena Avenue	40 miles per hour
25. Palo Verde Street, from Monte Vista Avenue to Central Avenue	40 miles per hour
26. Palo Verde Street, from Central Avenue to Benson Avenue	35 miles per hour
27. Ramona Avenue, from Palo Verde Street to Holt Boulevard	35 miles per hour
28. Ramona Avenue, from Holt Boulevard to Phillips Boulevard	40 miles per hour
29. Richton Street, from Monte Vista Avenue to Central Avenue	40 miles per hour
30. San Bernardino Street, from Mills Avenue to Benson Avenue	40 miles per hour
31. San José Street, from Mills Avenue to Monte Vista Avenue	35 miles per hour
32. San José Street, from Central Avenue to Benson Avenue	35 miles per hour
33. State Street, from the west City Limits to Benson Avenue	45 miles per hour

**Section 2: Validity.** If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

**Section 3: Publication.** The City Clerk shall certify to the passage of this Ordinance and cause the same to be posted pursuant to Government Code Section 36933.

**APPROVED AND ADOPTED** this XX day of XX, 2019.

<b>ATTEST:</b>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Mayor
	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> City Clerk

I, Andrea M. Phillips, City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 19-981 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2019, and finally passed not less than five (5) days thereafter on the XX day of XX, 2019, by the following vote, to-wit:

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

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 Andrea M. Phillips  
 City Clerk



# AGENDA REPORT

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<b>DATE:</b>	FEBRUARY 4, 2019	<b>FILE I.D.:</b>	GRT050
<b>SECTION:</b>	ADMIN. REPORTS	<b>DEPT.:</b>	COMMUNITY DEV.
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	C. CALDWELL
<b>SUBJECT:</b>	CONSIDER SETTING A PUBLIC HEARING TO CONSIDER PRIORITIZATION OF FUNDING FOR FISCAL YEAR 2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS ON TUESDAY, FEBRUARY 19, 2019, AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS		

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

**BACKGROUND:** In December 2018, staff submitted its application for CDBG funding to the County of San Bernardino. CDH has compiled a list of the submitted proposals eligible for funding from Montclair's annual CDBG allocation. Accordingly, details of the eligible City proposals and details of the proposed Fiscal Year 2019-2020 funding will be provided to Council Members for reference and consideration.

**FISCAL IMPACT:** The cost to publish a Notice of Public Hearing in the Inland Valley Daily Bulletin related to prioritizing funding for Fiscal Year 2019-2020 CDBG projects should not exceed \$500.

**RECOMMENDATION:** Staff recommends the City Council set a public hearing to consider prioritization of funding for Fiscal Year 2019-2020 CDBG project on Tuesday, February 19, 2019, at 7:00 p.m., in the City Council Chambers.





# AGENDA REPORT

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**DATE:** FEBRUARY 4, 2019

**FILE I.D.:** CVC060

**SECTION:** ADMIN. REPORTS

**DEPT.:** PUBLIC WORKS

**ITEM NO.:** 2

**PREPARER:** M. MCGEHEE

**SUBJECT:** CONSIDER RECEIVING AND FILING A STATUS REPORT ON EMERGENCY CONTRACTING PROCEDURES RELATED TO WOOD FLOOR RESTORATION IN THE COMMUNITY CENTER GYMNASIUM

CONSIDER MAKING THE DETERMINATION THAT THERE IS A NEED TO CONTINUE THE ACTION

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**REASON FOR CONSIDERATION:** By City Council action on January 22, 2019, Resolution No. 19-3226 was adopted declaring a need for emergency contracting procedures for wood floor restoration in the Community Center Gymnasium. Under Public Contract Code Section 22050, the governing body shall review the emergency action at its next regularly scheduled meeting and every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths majority vote, that there is a need to continue the action.

**BACKGROUND:** On January 19, 2019, Maier International, Inc., began emergency floor restoration work in the Community Center Gymnasium. The restoration work in the Community Center Gymnasium is still underway. Completion of this work is unknown at this time as there is no way to determine the volume of water under the floor.

**FISCAL IMPACT:** Concurrent with the approval of Resolution No. 19-3226, the City Council appropriated \$20,000 for the repair work.

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

1. Receive and file status report on emergency contracting procedures related to wood floor restoration in the Community Center Gymnasium.
2. Determine there is a need to continue the action.



# AGENDA REPORT

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<b>DATE:</b>	FEBRUARY 4, 2019	<b>FILE I.D.:</b>	FIN540
<b>SECTION:</b>	ADMIN. REPORTS	<b>DEPT.:</b>	ADMIN. SVCS./FINANCE
<b>ITEM NO.:</b>	3	<b>PREPARER:</b>	A. PHILLIPS/L. LEW/V. FLORES
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION		

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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 February 4, 2019; and the Payroll Documentation dated January 20, 2019; and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated February 4, 2019, totals \$989,863.98; and the Payroll Documentation dated January 20, 2019, totals \$617,292.44 gross, with \$437,889.56 net being the total cash disbursement.

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



# AGENDA REPORT

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<b>DATE:</b>	FEBRUARY 4, 2019	<b>FILE I.D.:</b>	PRK350-A
<b>SECTION:</b>	AGREEMENTS	<b>DEPT.:</b>	CITY MGR./PUBLIC WORKS
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	M. STAATS
<b>SUBJECT:</b>	CONSIDER APPROVAL OF AGREEMENT NO. 19-07, THE SECOND AMENDMENT TO AGREEMENT NO. 98-50 WITH STC ONE LLC, A COMMUNICATIONS SITE GROUND LEASE REGARDING MACARTHUR PARK		

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**REASON FOR CONSIDERATION:** STC One LLC currently leases land at MacArthur Park for the monopine cellular antenna. STC One LLC is requesting the City Council consider its request for lease of approximately 216 square feet in addition to the property currently leased for the cellular antenna. The lease of the additional land would facilitate the co-location of another cellular provider, Verizon, on the antenna. The leased land would be used as the location for the Verizon equipment pad.

A copy of Agreement No. 19-07, as well as prior Agreement Nos. 11-47 and 98-50 have been included in the agenda packet for consideration and information, respectively.

**BACKGROUND:** On August 17, 1998, the City Council approved Agreement No. 98-50 with Cox PCS Assets, L.L.C. Agreement No. 98-50 provided for the lease of land to Cox PCS Assets, L.L.C. to construct the cellular monopine antenna at MacArthur Park. STC One LLC, became the successor to Cox PCS Assets, L.L.C. In 2011, STC One LLC, requested the City Council amend Agreement No. 98-50 to extend the term of the lease by providing for an addition of three five-year extensions (15 years). The City Council approved Agreement No. 11-47, the First Amendment to Agreement No. 98-50, on April 18, 2011. The current lease, with extensions, runs until 2043.

As indicated, STC One LLC (Lessee) requests the City Council approve a second amendment to Agreement No. 98-50 allowing for lease of approximately 216 square feet of land at MacArthur Park for location of an equipment pad. The pad would be used in conjunction with the co-location of Verizon as user on the monopine antenna. The equipment pad would be located directly south of the monopine antenna and would be enclosed with wrought iron fencing that complements the fencing now enclosing the monopine antenna.

Co-location of wireless telecommunications carriers has long been a policy encouraged by the City as stated in Section 11.73.100 of the Montclair Municipal Code. General terms of Agreement No. 19-07, the Second Amendment to Agreement No. 98-50, include the following conditions:

- The monthly rent for lease for the 216 square feet is \$1,450.00. This amount would be paid in addition to the current monthly rent. The payment would began upon construction of the equipment pad.
- An annual interest rate adjustment of four percent (4%) per annum would be charged on the entire monthly rental rate.

- A consideration of \$500 would be paid to the City after Agreement No. 19-07 is executed to cover the City's costs of legal review.
- The eminent domain provisions of the proposed agreement acknowledge that the location of the monopine antenna may be subject to relocation for the I-10 Freeway Improvement Project by the San Bernardino County Transportation Authority (SBCTA). In the event right-of-way is acquired by SBCTA and relocation of facilities are required, the Lessee would agree to become responsible for relocation of the Verizon equipment at its own expense. The Lessee would also agree to indemnify the City and SBCTA against any claims made for relocation or damages to the Verizon equipment.

**FISCAL IMPACT:** The original amount of the lease negotiated in 1998 was \$1,250 per month. The current amount of the lease is now \$2,738.90 per month. If Agreement No. 19-07 is approved by the City Council, the Lessee would pay an additional lease payment of \$1,450 per month. The total monthly lease payment would then increase to \$4,188.90. An annual interest rate adjustment of four percent per annum would apply to the total monthly lease amount. Funds from the ground lease have been designated for maintenance and improvements at MacArthur Park.

The City would receive a one-time payment of \$500 upon execution of the Second Amendment for payment of legal review costs.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 19-07, the second amendment to Agreement No. 98-50 with STC One LLC, a communications site ground lease regarding MacArthur Park.

**Agreement No. 19-07**

**SECOND AMENDMENT TO  
COMMUNICATIONS SITE GROUND LEASE AGREEMENT**

THIS SECOND AMENDMENT TO COMMUNICATIONS SITE GROUND LEASE AGREEMENT (this “Second Amendment”) is entered into this 5th day of February, 2019, by and between the CITY OF MONTCLAIR, a municipal corporation (“Lessor”), with a mailing address of 5111 Benito Street, Attn: Redevelopment & Public Works, Montclair, California 91763 and STC ONE LLC, a Delaware limited liability company, registered in California as Tower Company One LLC, by and through its attorney in fact, GLOBAL SIGNAL ACQUISITIONS III LLC, a Delaware limited liability company (“Lessee”), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

**RECITALS**

WHEREAS, Lessor and Cox PCS Assets, L.L.C., a Delaware limited liability company, wholly owned by Cox Communications PCS, L.P., a Delaware limited partnership (“Original Lessee”) entered into a Communications Site Ground Lease Agreement dated September 8, 1998 (the “Original Lease”) whereby Original Lessee leased certain real property, together with access and utility easements, located in San Bernardino County, California from Lessor (the “Premises”), all located within certain real property owned by Lessor (“Lessor’s Property”); and

WHEREAS, the Original Lease was amended by that certain First Amendment to Communications Site Ground Lease Agreement dated April 19, 2011 (the “First Amendment”) (hereinafter the Original Lease and all subsequent amendments are collectively referred to as the “Lease”); and

WHEREAS, STC One LLC, registered in California as Tower Company One LLC, is currently the lessee under the Lease as ultimate successor in interest to the Original Lessee; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Original Lease had an initial term that commenced on November 1, 1998, and expired on October 31, 2008. The Original Lease provides for four (4) extensions of five (5) years each. According to the Original Lease, the final extension would expire on October 31, 2028; and

WHEREAS, the First Amendment added three (3) additional extensions of five (5) years each. According to the First Amendment, the final extension expires October 31, 2043.

WHEREAS, the Lessee currently pays the Lessor \$2,738.90 per month for the lease of the Premises;

WHEREAS, Lessor and Lessee desire to amend the Lease on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Site Expansion. The Premises are hereby expanded to include an additional two hundred sixteen (216) square feet (the "Expansion Area") as generally depicted in Exhibit A attached hereto.

3. Verizon Wireless. Lessor hereby consents to Lessee's sublease to Verizon Wireless.

4. One-time Rent Increase. Commencing upon Verizon Wireless' commencement of construction within the Premises, the monthly Rent payments shall increase by One Thousand Four Hundred Fifty and No/100 Dollars (\$1,450.00) per month.

5. Annual Rent Escalation. Commencing on November 1, 2019, and on each anniversary of that date thereafter, the monthly Rent payments shall increase by an amount equal to four percent (4%) of the most recent monthly Rent payment. Such Rent escalations shall

replace and be in lieu of any other Rent escalations scheduled to occur on or after November 1, 2019, pursuant to the Lease

6. Improvements. Within three (3) months following the completion of any relocation of Lessee's facilities within Lessor's Property by the San Bernardino County Transportation Authority ("SBCTA") or within three (3) months following the decision of the SBCTA to suspend relocation of Lessee's facilities, Lessee shall commence work to improve the monopine installation to the following standards:

a) The first level of branches for the monopine shall be installed approximately 10-12 feet above adjacent ground level.

b) The support pole shall be fully treated and have full "bark" finish.

c) Artificial branches and foliage shall be of sufficient quality, quantity, length, spacing, and density to provide screening of the antennas and to achieve a natural appearance. The branches must completely conceal the telecommunications equipment. The monopine branch density must consist of three (3) branches per foot.

d) Each antenna panels shall be covered with "antenna socks" that match the approved foliage color.

e) All "stand-off-mounts" and support pipe mounts shall be painted in a "flat" complementary finish to reduce reflection and visibility of the mounting hardware.

7. Consideration. Lessee will pay to Lessor a one-time amount of Five Hundred Dollars (\$500.00) for the full execution of this Second Amendment ("Consideration"). Lessee will pay to Lessor the Consideration within thirty (30) days of the full execution of this Second Amendment. In the event that this Second Amendment (and any applicable memorandum of amendment) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Consideration to Lessor.

8. Eminent Domain. The parties are aware the Premises are possibly going to be acquired by the as part of the I-10 Freeway Improvement Project. Lessee agrees to be responsible for any damages or relocation costs associated with Verizon Wireless' use of the Premises. In furtherance of the foregoing, Lessee shall indemnify and defend Lessor and SBCTA against any claim to damages arising from Verizon Wireless' use of the Premises,

including relocation costs, associated with an SBCTA acquisition of property as part of the I-10 Freeway Improvement Project.

9. Lessor's Cooperation. If requested by Lessee, Lessor will execute, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Lessee in Lessee's absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Lessor agrees to be named applicant if requested by Lessee. Lessor shall be entitled to no further consideration with respect to any of the foregoing matters.

10. Ratification.

a) Lessor and Lessee agree that Lessee is the current Lessee under the Lease, the Lease, as amended herein, is in full force and effect and contains the entire agreement between Lessor and Lessee with respect to the Premises.

b) Lessee is not currently in default under the Lease, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Lease.

c) Lessor represents and warrants that Lessor is duly authorized and has the full power, right and authority to enter into this Second Amendment and to perform all of its obligations under the Lease as amended.

d) Lessor agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Lease as amended hereby, and ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Lease as amended.

11. Notices. Lessee's notice address as stated in the Original Lease, as amended by the First Amendment, is amended as follows:



LESSEE'S PRIMARY CONTACT

STC One LLC  
c/o Crown Castle USA Inc.  
Attn: Legal – Real Estate  
Department  
2000 Corporate Drive  
Canonsburg, PA 15317

12. Remainder of Lease Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Lease remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this Second Amendment and the Lease, the terms of this Second Amendment shall control. The terms, covenants and provisions of this Second Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee. This Second Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

13. Survey. Lessee reserves the right, at its discretion and at its sole cost, to obtain a survey (“Survey”) specifically describing the Premises. Lessee shall be permitted to attach the Survey as an exhibit to this Second Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this Second Amendment.

*[Execution Pages Follow]*

This Second Amendment is executed by Lessor as of the date first written above.

**LESSOR:**  
CITY OF MONTCLAIR,  
a municipal corporation

By: \_\_\_\_\_  
Print Name: Javier John Dutrey  
Title: Mayor

ATTEST

By: \_\_\_\_\_  
Print Name: Andrea M. Phillips  
Title: City Clerk

*[Lessee Execution Page Follows]*

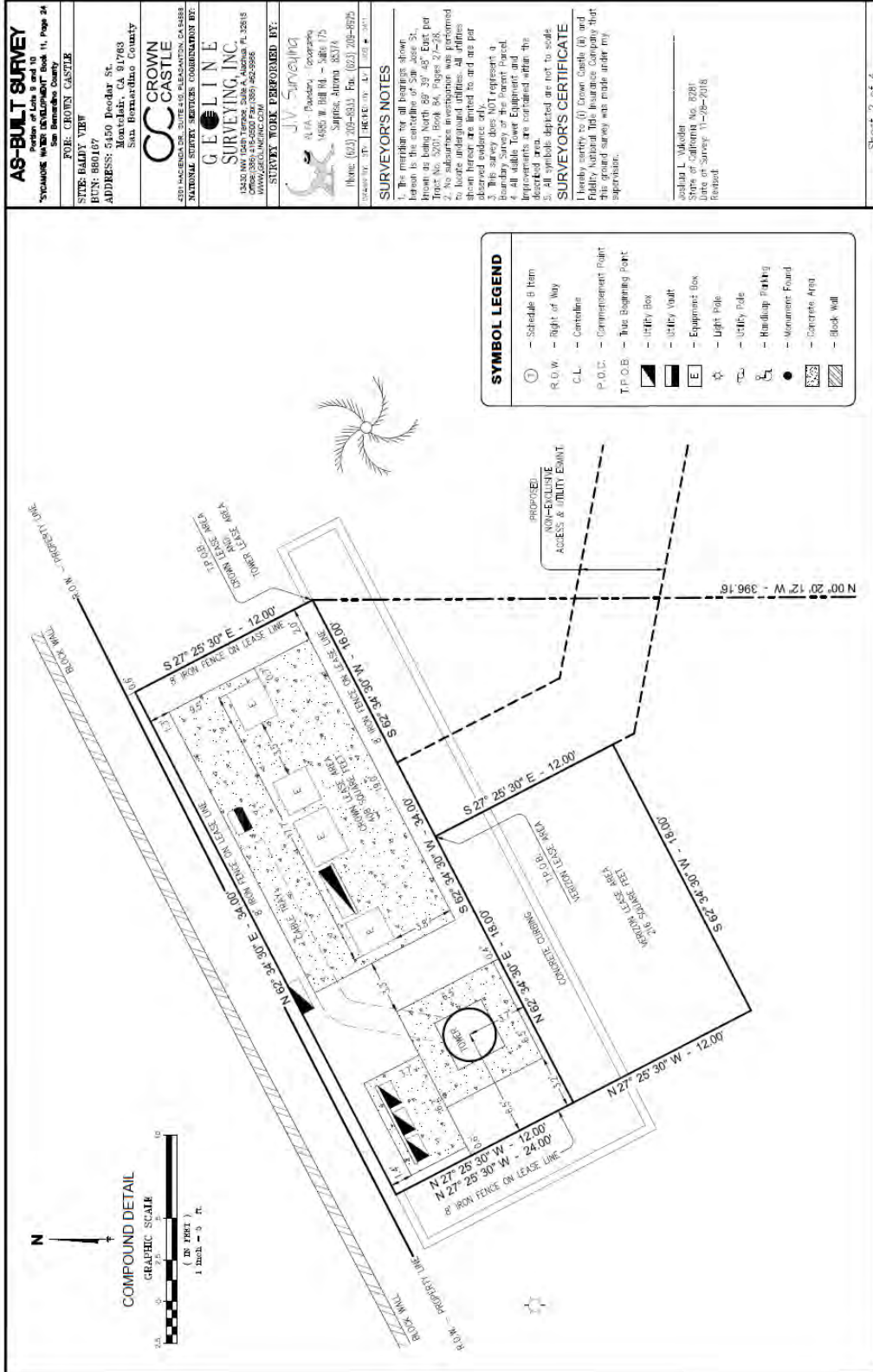
This Second Amendment is executed by Lessee as of the date first written above.

**LESSEE:**  
STC ONE LLC,  
a Delaware limited liability company,  
registered in California as Tower Company  
One LLC

By: GLOBAL SIGNAL ACQUISITIONS  
III LLC,  
a Delaware limited liability company  
Its: Attorney in Fact

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_





**AS-BUILT SURVEY**  
 Portion of Lots 8 and 10  
 "SUNSHINE WAGON DEVELOPMENT" Book 11, Page 24  
 Santa Clara County, California

FOR: **CROWN CASTLE**  
 SUTTER BALDY VIEW  
 6150 Powder St.  
 Menlo Park, CA 94025  
 ADDRESS: 6150 Powder St.  
 Santa Clara County

**CROWN CASTLE**  
 300 BAYVIEW DRIVE, SUITE 105, REDWOOD CITY, CA 94063  
 NATIONAL UTILITY CONTRACTORS ASSOCIATION

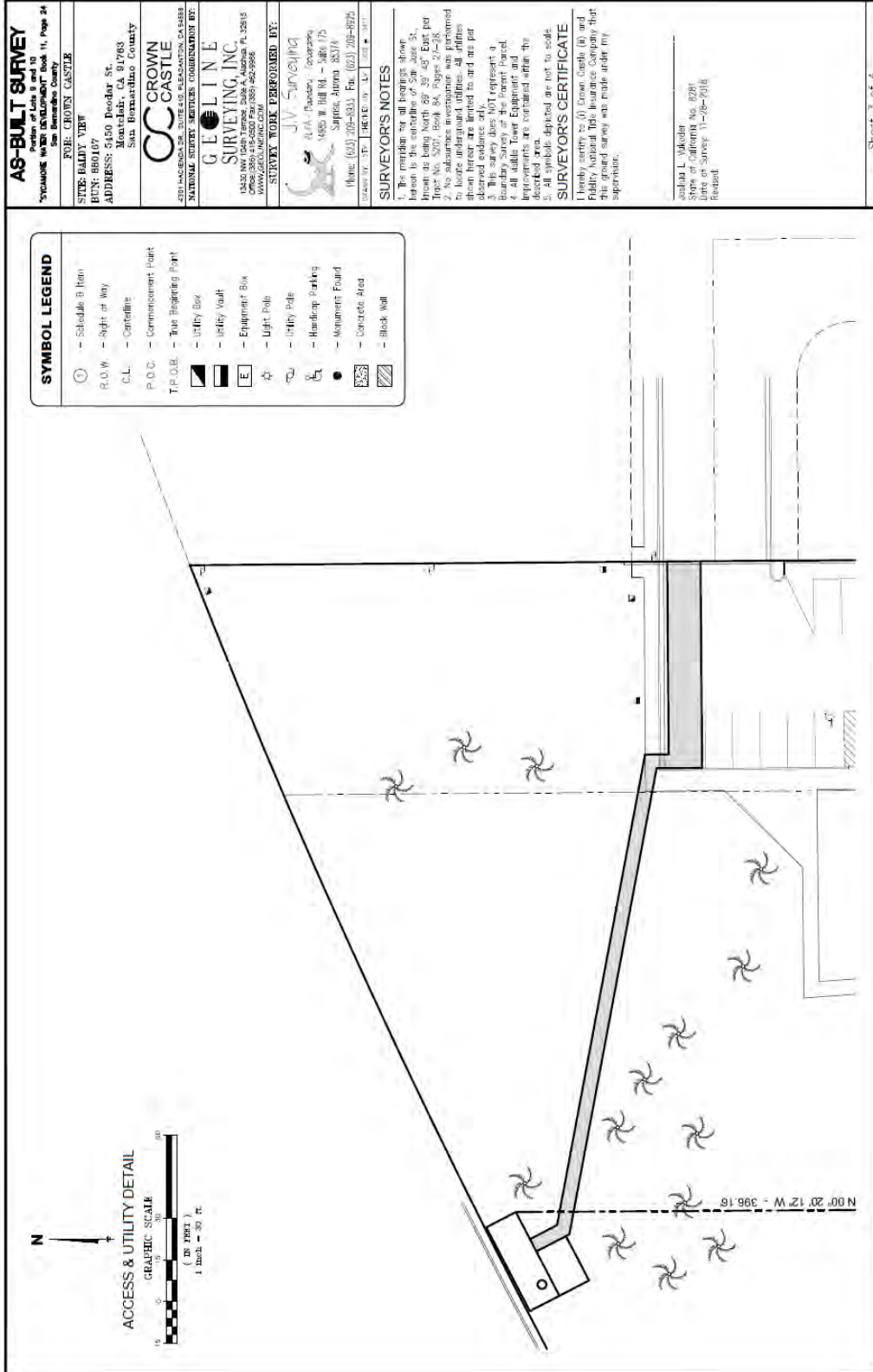
**G E O L I N E**  
 SURVEYING, INC.  
 13420 NW 124th Terrace, Suite A, Alachua, FL 32315  
 Phone: (352) 416-5500 Fax: (352) 462-3996  
 www.geoline.com

**JIV SURVEYING**  
 ALTA, Pasadena, California  
 14855 W. Hill Rd. - Suite 175  
 San Jose, Alameda 95174  
 Phone: (415) 205-8343 Fax: (415) 205-8975  
 www.jiv.com

**SURVEYOR'S NOTES**  
 1. The meridian for all bearings shown is True North.  
 2. The monument for the corner shown is a 1/2" diameter iron pipe.  
 3. The monument for the corner shown is a 1/2" diameter iron pipe.  
 4. The monument for the corner shown is a 1/2" diameter iron pipe.  
 5. The monument for the corner shown is a 1/2" diameter iron pipe.

**SURVEYOR'S CERTIFICATE**  
 I, the undersigned, being duly sworn, depose and say that I am a duly Licensed Professional Engineer in the State of California, License No. 7291.  
 I have read the above and certify that the same is a true and correct copy of the original survey as made under my supervision.

Jonathan L. Walker  
 State of California, License No. 7291  
 Date of Survey: 11-26-2018  
 Printed:



## COMMUNICATIONS SITE GROUND LEASE AGREEMENT

This COMMUNICATIONS SITE GROUND LEASE AGREEMENT ("Lease") is entered into between COX PCS ASSETS, L.L.C., a Delaware limited liability company ("Lessee"), wholly owned by Cox Communications PCS, L.P., a Delaware limited partnership ("Cox L.P."), and CITY OF MONTCLAIR a municipal corporation ("Lessor").

The parties hereto agree as follows:

1. Premises. Lessor owns the real property described in Attachment 1 located at Deodar Street and Columbine Avenue, known as MacArthur Park, Montclair, California ("Lessor's Property"). Subject to the following terms and conditions, Lessor leases to Lessee and Lessee leases from Lessor that portion of Lessor's Property depicted in Attachment 2, and any applicable easements for access and utilities (the "Premises"). The precise location of the Premises shall be as delineated on the plans Lessor approves under Section 5(b) below. Such approved plans shall control to describe the Premises in the event of any discrepancy between the delineation of the Premises on the plans and on Attachment 2. The Premises include the airspace occupied from time to time by all antennae mounted on Lessee's monopole or tower, including protrusions into airspace beyond the vertical extension of the surface boundaries of the Premises, provided any such extension does not extend into the Cal-Trans right-of-way.

2. Use.

(a) Lessee shall have the right to use the Premises for providing communication services, including but not limited to the transmission and reception of radio communication signals on various frequencies. Such use includes Lessee's right to install, construct, operate, maintain, repair, replace and secure Lessee's Facility. "Lessee's Facility" means Lessee's communications equipment installed on the Premises, including antennas, antenna support structures, poles, dishes or masts, radio frequency transmitting and receiving equipment, primary, back-up and temporary power units, interconnection equipment, equipment cabinets, cabling, wiring, lines, conduits, pipes and accessories, as the same may be modified, added to, substituted and/or reconfigured from time to time, provided that any modifications, additions, or reconfigurations shall be consistent with the entitlements as granted in the building permit for Lessee's Facility.

(b) Lessee shall at all times comply with all applicable laws, codes, rules and regulations relating to Lessee's use of the Premises and conduct of Lessee's business at the Premises.

(c) Lessee shall at all times comply with the Conditional Use Permit and Precise Plan of Design and all Conditions of Approvals granted in the Building Permit.

3. Term.

(a) The term of this Lease ("Term") shall be ten years commencing on the first to occur of (i) the date Lessee commences construction of Lessee's Facility (other than minor site preparation) or (ii) 12 months after the date of this Lease set forth above the signatures to this Lease ("Commencement Date"). Lessee shall give written notice to Lessor upon commencement of construction.

(b) Lessee shall have the right to extend the Term for four additional periods of five years each (a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be extended for each Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease at least 90 days prior to expiration of the Term or the then-existing Renewal Term, as the case may be.

4. Rent. The annual rent for the Premises ("Annual Rent") initially shall be \$15,000.00. The Annual Rent shall increase on the first day of the month in which each anniversary of the Commencement Date occurs throughout the Term and each Renewal Term by 4% of the annualized Annual Rent in effect immediately preceding

the increase. Annual Rent shall be payable in equal monthly installments, in advance, on the first day of each month beginning on the Commencement Date. If the Commencement Date occurs on a date other than the first day of a month, and/or if the Term or final Renewal Term ends on a date other than the last day of a month, the monthly installment of Annual Rent shall be prorated for each such partial month. Annual Rent shall be payable to Lessor at its address specified at the end of this Lease, or as Lessor may otherwise direct from time to time in writing at least 30 days prior to any rent payment date. An additional sum in the amount of \$7,000.00 for the purpose of playground equipment replacement shall be paid to Lessor within 30 days after the City issues, on the terms and conditions acceptable to Lessee, all permits necessary for Lessee to construct and operate Lessee's Facility.

5. Improvement; Access.

(a) Upon prior notice to Lessor, Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease and prior to the Commencement Date to enter Lessor's Property for the purpose of making inspections and engineering surveys (and soil tests where applicable) and other tests to determine the suitability of the Premises for Lessee's Facility and to prepare for the construction of Lessee's Facility.

(b) The final plans and precise location of the Premises and Lessee's Facility shall be subject to the prior written approval of Lessor, which may be given by initialing and returning to Lessee a copy of the final plans.

(c) Subject to prior notice to Lessor, Lessee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Lessee's Facility and to install utility lines and transmission lines connecting antennas, transmitters, receivers and other equipment. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense by licensed and bondable contractors in a good and workmanlike manner.

(d) Lessor shall provide reasonable access to Lessee, Lessee's employees, agents, contractors and subcontractors over and through Lessor's Property to the Premises 24 hours a day, seven days a week, at no charge to Lessee. Lessor hereby grants to Lessee such rights of ingress and egress over Lessor's Property as may be necessary and consistent with the authorized use of the Premises. Subject to Lessor's reasonable rules, Lessor shall permit Lessee's employees, agents, contractors, subcontractors and invitees to park vehicles on Lessor's Property as necessary and consistent with the authorized use of the Premises. Except for any maintenance and temporary construction vehicles, all vehicles shall be parked in designated parking areas unless otherwise approved by Lessor. Lessor shall, at its expense, maintain all access roadways or driveways from the nearest public roadway to the Premises in a manner sufficient to allow access.

(e) Subject to prior notice of Lessor, Lessee shall have the right to install utilities (including emergency or back-up battery or transportable generator power), at Lessee's expense, and to improve the present utilities on or near the Premises. Subject to Lessor's approval of the location, Lessee shall have the right to place utilities on (or to bring utilities across) Lessor's Property in order to service the Premises and Lessee's Facility. Upon Lessee's request, Lessor shall execute and record easement(s) evidencing this right.

(f) Lessee's rights of access and to install utilities under this Section 5 include, but are not limited to, the right to install, maintain and service telephone lines connecting the base station of Lessee's Facility and the minimum point of entry (MPOE) or other point of presence of the telephone service provider at Lessor's Property.

6. Interference with Communications.

(a) Lessee's Facility shall not disturb or interfere with the communications equipment and uses which exist on Lessor's Property on the date this Lease is fully executed ("Pre-existing Communications Facilities"); and Lessee's Facility shall comply with all non-interference rules of the Federal Communications Commission.

(b) Lessor shall not use or permit the use of any portion of Lessor's Property in a way which interferes with the communications operations of Lessee's Facility. Lessor shall take prompt action to terminate any interference with Lessee's communications operations that Lessor has the right to terminate, and shall cooperate with Lessee to obtain the termination of any interference with Lessee's communications operations that is beyond the



control of Lessor. The parties acknowledge that continuing interference will cause irreparable injury to Lessee, and therefore Lessee shall have the right to bring an action against the interfering party to enjoin such interference. Pre-existing Communications Facilities configured and operating in the same manner and at the same frequency as on the date this Lease is fully executed shall not be subject to this subsection (b).

(c) If Lessor receives any request to locate any communications transmitting equipment on Lessor's Property from any third party such location shall be subject to Lessee's prior approval with respect to interference frequency or operation.

7. Taxes, Utilities and Maintenance.

(a) Lessee shall pay any increase in Lessor's real property taxes attributable to the value or cost of Lessee's Facility. Reimbursement shall be due 30 days following Lessee's receipt of a written request and reasonable evidence of the increase.

(b) Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facility. Lessee shall install at Lessee's expense a separate electric meter and pay for electricity directly.

(c) Lessee shall maintain the Premises throughout the Term and all Renewal Terms in good condition, ordinary wear and tear excepted. Lessee shall not be required to make any repairs to Lessor's Property, except as stated in Section 10 below and except for damage to Lessor's Property caused by Lessee, its employees, agents, contractors, subcontractors, subtenants or invitees. In addition, Lessee shall prune trees as needed, consistent with surrounding trees and shall consult with Lessor prior to pruning trees.

8. Termination.

(a) This Lease may be terminated by Lessee on 30 days prior written notice to Lessor (or any shorter notice expressly set forth below), if:

(i) Lessee delivers to Lessor such 30-day written notice at any time prior to the Commencement Date, for any reason or no reason;

(ii) Lessee determines at any time after the Commencement Date that any governmental or non-governmental license, permit, consent, approval, easement or restriction waiver that is necessary to enable Lessee or Cox L.P. to install and operate Lessee's Facility cannot be obtained or renewed at acceptable expense or in an acceptable time period;

(iii) Lessee determines at any time after the Commencement Date that the Premises are not appropriate or suitable for its or Cox L.P.'s operations for economic, environmental or technological reasons, including without limitation, any ruling or directive of the FCC or other governmental or regulatory agency, or problems with signal strength or interference not encompassed by subsection (iv) below; provided that the right to terminate under this subsection (iii) is exercisable only if Lessee pays Lessor as a termination fee the lesser of six monthly installments of Annual Rent or the balance of the Annual Rent due for the remaining term of this Lease;

(iv) Any Pre-existing Communications Facilities, or any communications facilities or other structures of any kind now or hereafter located on or in the vicinity of Lessor's Property, interfere with Lessee's Facility and Lessee is unable to correct such interference through reasonably feasible means;

(v) Lessor commits a default under this Lease (other than under Section 5 or Section 6) and fails to cure such default within the 30-day notice period, provided that if the period to diligently cure takes longer than 30 days and Lessor commences to cure the default within the 30-day notice period, then Lessor shall have such additional time as shall be reasonably necessary to diligently effect a complete cure; or Lessor commits a default under Section 5 or Section 6 and fails to cure such default within five (rather than 30) days after receiving written notice of such default; or

(vi) Lessee's Facility is totally or partially destroyed by fire or other casualty at any time during the last three years of the Term or any Renewal Term so as in Lessee's judgment to hinder Lessee's or Cox L.P.'s normal operations.

(b) This Lease may be terminated by Lessor if Lessee commits a default under this Lease and fails to cure such default within (i) ten business days after Lessee receives written notice of the default, where the default is a failure to pay rent when due, or (ii) 30 days after Lessee receives written notice of any other default and fails to cure such default, provided that if the period to cure takes longer than 30 days and Lessee commences to cure the default within the 30-day notice period, then Lessee shall have such additional time as shall be reasonably necessary to diligently effect a complete cure.

(c) Upon termination, neither party shall have any further rights, obligations or liabilities to the other except: (i) with respect to provisions of this Lease which by their sense and context survive termination; (ii) where termination is by reason of breach or default of the other party; and (iii) with respect to the rights and remedies of the parties relating to the period prior to termination.

9. Destruction or Condemnation.

(a) If the Premises or Lessor's Property is damaged or destroyed so as, in Lessee's judgment, to hinder Lessee's or Cox L.P.'s normal operations, Annual Rent shall abate in full from the date such damage or destruction occurs until Lessee or Cox L.P. is able to commence normal operations. However, there shall be no abatement of Annual Rent if the damage or destruction was caused by Lessee's agents or employees.

(b) Lessor and Lessee waive any statutory rights to terminate this Lease on account of damage or destruction.

(c) If the whole of the Premises, or any portion thereof which, in Lessee's judgment, renders the balance of the Premises unsuitable for Lessee's or Cox L.P.'s normal operations, are taken by any public or quasi-public authority by condemnation, or sold under threat or in lieu of any such taking, whether separately or as part of Lessor's Property, this Lease shall terminate as of the date possession is delivered to the condemning authority. Lessee shall have the right to participate in all condemnation proceedings and/or negotiations regarding the Premises and shall have the right to any award specifically designated as compensation for Lessee's interest under this Lease, the cost of removal of Lessee's Facility or any other amounts recoverable under condemnation law.

10. Title to and Removal of Lessee's Facility. Title to Lessee's Facility and any equipment placed on the Premises by Lessee shall be held solely by Lessee or Cox L.P. All of Lessee's Facility shall remain the personal property of Lessee or Cox L.P. and shall not be treated as real property or become a part of Lessor's Property even though affixed thereto. Lessee has the right and obligation at its sole expense to remove all of Lessee's Facility on or before the expiration of this Lease or within 60 days after any earlier termination of this Lease, except that Lessee is not obligated to remove underground installations or below grade support footings or pads. Lessee shall repair any damage to Lessor's Property caused by such removal and restore the Premises to good condition, less ordinary wear and tear.

11. Insurance. During the Term and any Renewal Term, and thereafter until the removals required under Section 10 are complete, and prior to the Commencement Date if Lessee enters Lessor's Property under Section 5(a), Lessee shall maintain, at its expense, commercial general liability insurance, naming Lessor as an additional insured, providing coverage of \$1,000,000 per person and \$3,000,000 per occurrence for bodily injury and property damage. Said insurance shall be provided by responsible insurance companies admitted and licensed to do business in the State of California and any policy shall provide that it cannot be cancelled or materially changed except after 30 days written notice by the insurer to the lessor by certified mail.

12. Indemnification; Waiver of Subrogation.

(a) Lessee shall indemnify, defend, protect and hold harmless Lessor, its affiliates, and each of their directors, officials, officers, partners, members, managers, shareholders, agents and employees from and against (i)

any claim, cause of action, demand, injury, damage, liability, loss, cost or expense (including but not limited to reasonable attorneys' fees) to the extent arising out of or resulting from the use or occupancy of the Premises by Lessee or its employees, agents, contractors, subcontractors, subtenants or invitees or the condition or operation of Lessee's Facility, and (ii) any mechanic's or materialman's liens filed in connection with any work done on the Premises or Lessor's Property by or at the request or direction of Lessee. Lessee shall, following request by Lessor, cause any such mechanic's or materialman's liens to be released by posting an appropriate release bond therefor.

(b) Lessor shall indemnify, defend, protect and hold harmless Lessee, its affiliates, and each of their directors, officers, partners, members, managers, shareholders, agents and employees from and against any claim, cause of action, demand, injury, damage, liability, loss, cost or expense (including but not limited to reasonable attorneys' fees) to the extent arising out of or resulting from use and operation of Lessor's Property by Lessor or its employees, agents, contractors, tenants (other than Lessee) or invitees or the condition of Lessor's Property; provided that Lessor, its affiliates and each of their directors, officers, partners, members, managers, shareholders, agents and employees shall have no liability for any injury, damage, liability, loss, cost or expense occasioned by theft, fire, act of God, civil disturbance, strike, order of governmental authority, interruption of utility service or other cause beyond their reasonable control and not resulting from, or contributed to by, their negligence.

13. Title; Quiet Enjoyment; Subordination.

(a) Lessor warrants that (i) it owns good and sufficient title to and interest in Lessor's Property, (ii) there are no liens, encumbrances, covenants, restrictions or judgments affecting Lessor's Property which impede or adversely affect Lessee's intended use of the Premises, (iii) Lessor has full right, power and authority to execute, deliver and perform this Lease and (iv) so long as Lessee is not in material default under this Lease, Lessee shall have undisturbed, quiet and peaceful use and enjoyment of the Premises throughout the Term and any Renewal Term.

(b) Lessor shall use its best efforts to obtain from each holder of any underlying lease, mortgage, land contract, deed of trust or other existing lien rights affecting the Premises with priority over this Lease, a recordable agreement, in form reasonably acceptable to Lessee, to recognize and not disturb this Lease and Lessee's right to possession, use and enjoyment hereunder so long as Lessee is not in default. At the option of Lessor, this Lease may be subordinated to any future underlying lease, mortgage, deed of trust or lien affecting the Premises, and to any renewal, modification or replacement thereof, provided that the holder thereof executes and delivers a recordable non-disturbance agreement in form reasonably acceptable to Lessee.

14. Environmental. Lessor represents that to the best of its knowledge the Premises and Lessor's Property have not been used for the generation, storage, treatment or disposal of Hazardous Materials. In addition, Lessor represents that to the best of its knowledge no Hazardous Materials or underground storage tanks are located on or near the Premises or Lessor's Property. Notwithstanding any other provision of this Lease, Lessee relies upon the representations stated herein as a material inducement for entering into this Lease. During the Term and any Renewal Term, Lessor shall handle, store and dispose of all Hazardous Materials it brings onto Lessor's Property in accordance with all federal, state and local laws and regulations and shall impose on any lessee, licensee or other party using any portion of Lessor's Property the same obligation. Lessee shall not bring any Hazardous Materials onto the Premises except for those contained in its back-up power batteries (e.g. lead-acid batteries) and properly stored, reasonable quantities of common materials used in telecommunications operations (e.g. cleaning solvents). Lessee shall handle, store and dispose of all Hazardous Materials it brings onto the Premises in accordance with all federal, state and local laws and regulations. "Hazardous Materials" means any substance, chemical, pollutant or waste that is presently identified as hazardous, toxic or dangerous under any applicable federal, state or local law or regulation and specifically includes but is not limited to asbestos and asbestos containing materials, polychlorinated biphenyl's (PCBs) and petroleum or other fuels (including crude oil or any fraction or derivative thereof).

15. Resolution of Disputes.

(a) Except as set forth in subsection (c) below, all controversies arising out of or relating to this Lease or any related instruments shall be resolved by submission to final and binding arbitration at the offices of JAMS/Endispute ("JAMS") in the county in which Lessor's Property is located. Such arbitration shall be conducted

in accordance with the then most recent version of the JAMS Rules of Practice and Procedure for the Arbitration of Commercial Disputes ("JAMS Rules") before a single arbitrator selected according to the JAMS Rules. The final decision of the arbitrator shall be binding on the parties and shall not be subject to appellate review.

(b) The aggrieved party shall initiate arbitration by sending written notice of its intention to arbitrate to the other party to this Lease and to JAMS. Such notice shall contain a description of the dispute, the amount in controversy, and the remedy sought. The parties shall execute any and all documents and statements required by JAMS for the arbitration or settlement of the dispute in accordance with the JAMS Rules. In no event shall any demand for arbitration be made after the date when institution of a legal or equitable proceeding based on such claim would be barred by the applicable statute of limitations.

(c) Notwithstanding any provision of this Section 15 to the contrary, Lessor and Lessee shall be entitled to obtain immediate equitable relief, such as by temporary restraining order and injunction, in state or federal court to prevent any violation of any of the covenants, conditions or provisions contained in this Lease.

(d) The arbitrator shall have no right or power to award punitive damages, or to award any relief that could not be awarded by a court or other tribunal of competent jurisdiction, but shall have the right and power to award costs and expenses, including but not limited to attorneys' fees, pursuant to Section 16(f).

16. Miscellaneous.

(a) If any provision of this Lease, the deletion or modification of which would not adversely affect the receipt of any material benefit by either party, is declared by a court of competent jurisdiction (or by an arbitrator) to be invalid or unenforceable, then the remainder of this Lease shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law. In lieu of each provision of this Lease that is invalid or unenforceable, there shall be added as part of this Lease an enforceable provision as similar in terms to such invalid or unenforceable provision as possible.

(b) This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(c) Any notice or demand required herein shall be given personally, by certified or registered mail, postage prepaid, return receipt requested, by confirmed fax, or by reliable overnight courier to the address of the respective parties set forth on the signature page. Any notice served personally shall be deemed delivered upon receipt, served by facsimile transmission shall be deemed delivered on the date of receipt as shown on the received facsimile, and served by certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier. Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

(d) Where either Lessor or Lessee is required to obtain the consent or approval of the other party, such consent shall not be unreasonably withheld or delayed.

(e) This Lease shall be governed, construed and interpreted under the laws of the State of California. This Lease shall be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against either party. This Lease shall not be interpreted or construed against the party preparing it.

(f) In the event of any dispute or legal proceeding (including arbitration under Section 15) between the parties arising out of or relating to this Lease or its breach, the prevailing party shall be entitled to recover from the non-prevailing party all fees, costs and expenses, including but not limited to attorneys' and expert witness fees, incurred in connection with such dispute or legal proceeding, any counterclaims or cross-complaints, any action to confirm, correct or vacate an arbitration award, any appeals and any proceeding to establish and recover such costs and expenses, in such amount as the court or arbitrator determines reasonable. Any party entering a voluntary dismissal of any legal proceeding without the consent of the opposing party in such proceeding shall be deemed the non-prevailing party.

(g) Terms and conditions of this Lease which by their sense and context survive the termination, cancellation or expiration of this Lease will so survive.

(h) Each person executing this Lease for either Lessee or Lessor represents and warrants, for himself or herself and for the party for which the person purports to act, that such person is authorized to execute the Lease on behalf of such party, that such person is acting within the scope of such person's authority, and that all necessary action has been taken to give such party the authority, and the party has the authority, to enter into this Lease and to be bound by the terms of this Lease.

(i) Time is of the essence of this Lease.

(j) Concurrently with execution of this Lease, Lessor and Lessee shall execute and acknowledge before a notary public a Memorandum of Ground Lease in the form attached to this Lease as Attachment 3. Lessee at its expense may record the Memorandum of Ground Lease in the real property records for the county in which Lessor's Property is located.

(k) This Lease including all attachments and riders constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other leases and agreements, written or oral, concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease shall be effective only if in writing and executed by both parties.

(l) This Lease includes and incorporates the following rider attached hereto: Assignment Rider.

IN WITNESS WHEREOF, the parties have executed this Lease as of \_\_\_\_\_, 199\_\_.

LESSOR

LESSEE

CITY OF MONTCLAIR,  
a municipal corporation

COX PCS ASSETS, L.L.C.,  
a Delaware limited liability company

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

By: Cox Communications PCS, L.P.,  
a Delaware limited partnership,  
its only Member

Name/Title: \_\_\_\_\_

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

Name: Debbie Simons  
Title: Vice President of the General Partner

Lessor's Address, Phone and Fax:

Lessee's Address, Phone and Fax:

5111 Benito Street  
P.O. Box 2308  
Montclair, Ca. 91763  
Tel: 909-626-8571  
Fax: 909-621-1584

Address if by means other than courier:  
P.O. Box 14607  
Irvine, California 92623-4607  
Attn: Property Manager

Tax I.D. No. \_\_\_\_\_

Address if by courier:  
18200 Von Karman  
6th Floor, Suite 631  
Irvine, California 92612  
Attn: Property Manager

Tel: (714) 623-5786  
Fax: (714) 623-5790

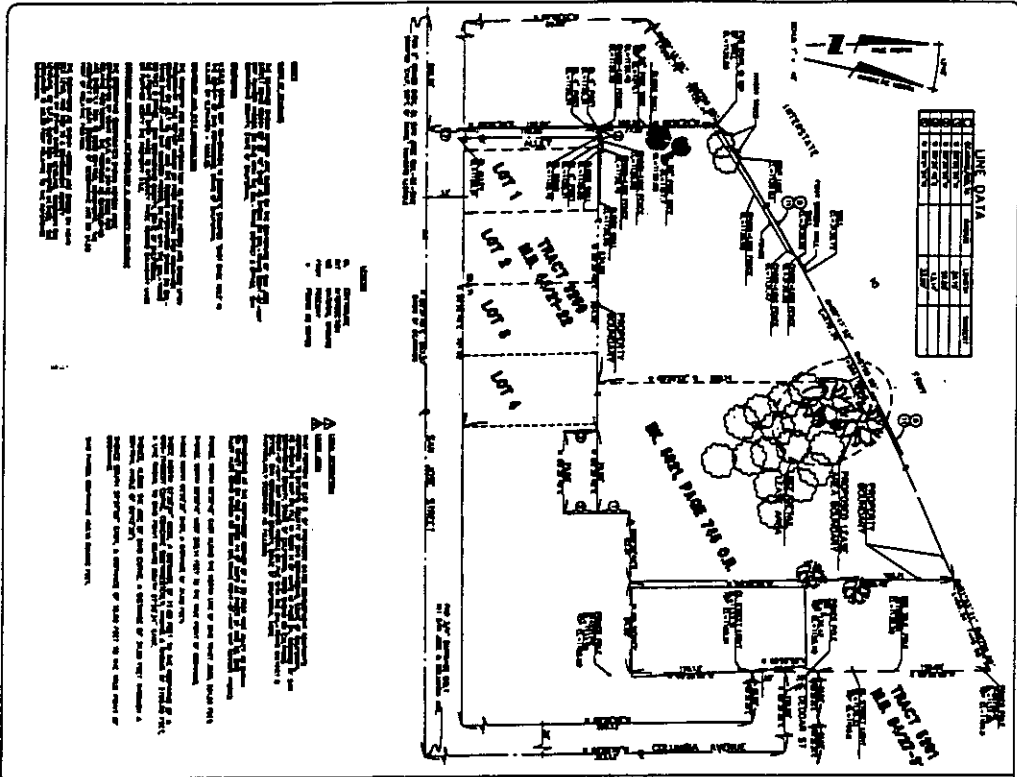
LEGAL DESCRIPTION OF LESSOR'S PROPERTY

THAT PORTION OF LOTS 9 AND 10, SYCAMORE WATER DEVELOPMENT COMPANY'S ADDITION TO ONTARIO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE(S) 24, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

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EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED IN BOOK 7077, PAGE 435, OFFICIAL RECORDS.

DEPICTION OF THE PREMISES  
AND LESSEE'S FACILITY



**COMMUNICATIONS PCS, L.P.**  
BALDY VIEW  
SITE # SB-034/1  
ADDRESS: MACARTHUR PARK  
MONTCLAIR, CA

**COX**

**PROJECT DIRECTOR:**  
JNB Telecom, Inc.

**ENGINEER:**  
JNB Telecom, Inc.

**DATE:**  
...

**NOTES:**  
1. The site is located in the Baldy View Subdivision, Montclair, California.  
2. The site is zoned R-1 (Residential Single-Family).  
3. The site is currently vacant.  
4. The site is proposed for use as a communications facility.  
5. The site is proposed to be used for the installation and operation of a communications facility.  
6. The site is proposed to be used for the installation and operation of a communications facility.  
7. The site is proposed to be used for the installation and operation of a communications facility.  
8. The site is proposed to be used for the installation and operation of a communications facility.  
9. The site is proposed to be used for the installation and operation of a communications facility.  
10. The site is proposed to be used for the installation and operation of a communications facility.

**APPROVALS:**  
DATE: \_\_\_\_\_  
BY: \_\_\_\_\_

**COMMUNITY MAP:**  
SITE: \_\_\_\_\_  
MONTCLAIR, CALIFORNIA

**COX**  
COMMUNICATIONS PCS, L.P.

**LAND USE PLAN**  
BALDY VIEW  
SB-034/1  
BALDY VIEW  
MONTCLAIR, CA

**JNB Telecom, Inc.**  
...





RECORDING REQUESTED BY AND )  
WHEN RECORDED, RETURN TO )

Cox PCS Assets, L.L.C. )  
P.O. Box 14607 )  
Irvine, California 92623-4607 )  
Attn: Property Manager )  
(Re: SB034/1) )

(Space above for Recorder's use)

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE ("Memorandum") is executed by and between CITY OF MONTCLAIR, a municipal corporation ("Lessor") and COX PCS ASSETS, L.L.C., a Delaware limited liability company ("Lessee"), wholly owned by Cox Communications PCS, L.P., a Delaware limited partnership.

RECITALS

Lessor owns real property having a street address of located at Deodar Street and Columbine Avenue, known MacArthur Park, State of California and more particularly described in Attachment 1 attached hereto and incorporated herein by reference ("Lessor's Property").

B. Lessor and Lessee have executed that certain Communications Site Ground Lease Agreement ("Lease") dated as of \_\_\_\_\_, 199\_\_ covering certain premises and related improvements ("Premises") located at Lessor's Property and more particularly described in the Lease.

C. Lessor and Lessee desire to record notice of the Lease in the Official Records of San Bernardino County, California.

NOW, THEREFORE, in consideration of the foregoing and the rents and mutual covenants set forth in the Lease, Lessor and Lessee hereby agree and declare as follows:

1. Demise. Lessor has leased and does hereby lease the Premises to Lessee, and Lessee has leased and hired and does hereby lease and hire the Premises from Lessor, all on and subject to the terms, covenants and conditions contained in the Lease together with a right of access over and through Lessor's Property to and from the Premises and a right to install utilities over and across Lessor's Property. The precise location of the Premises may be modified pursuant to the Lease.

2. Term. The term of the Lease ("Term") is ten years commencing on the first to occur of (a) the date Lessee commences construction (other than minor site preparation) of Lessee's Facility (as defined in the Lease) on the Premises or (b) 12 months after the date of the Lease. Lessee has the right and option under the Lease to extend the Term for four additional periods of five years each.

3. Interference with Communications. The Lease provides, among other things, that Lessor shall not use or permit the use of any portion of Lessor's Property in a way which interferes with the communications operations of Lessee's Facility, and that Lessee has a right to review and approve or

disapprove, according to procedures specified in the Lease, the design, location and operation of any communications transmitting equipment on Lessor's Property by any third party.

4. Lease Controlling. This Memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Memorandum as of the date first above written.

LESSOR

LESSEE

CITY OF MONTCLAIR,  
a municipal corporation

COX PCS ASSETS, L.L.C.,  
a Delaware limited liability company

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

By: Cox Communications PCS, L.P.,  
a Delaware limited partnership;  
its only Member

Name/Title: \_\_\_\_\_

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

Name: Debbie Simmons  
Title: Vice President of the General Partner

Lessor's Address, Phone and Fax:

Lessee's Address, Phone and Fax:

5111 Benito Street  
P.O. Box 2308  
Montclair, Ca. 91763  
Tel: 909-626-8571  
Fax: 909-621-1584

Address if by means other than courier:  
P.O. Box 14607  
Irvine, California 92623-4607  
Attn: Property Manager

Tax I.D. No. \_\_\_\_\_

Address if by courier:  
18200 Von Karman  
6th Floor, Suite 631  
Irvine, California 92612  
Attn: Property Manager

Tel: (714) 623-5786  
Fax: (714) 623-5790

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the persons(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the persons(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

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**ASSIGNMENT RIDER**  
**COMMUNICATIONS SITE GROUND LEASE AGREEMENT**

This ASSIGNMENT RIDER supplements the COMMUNICATIONS SITE GROUND LEASE AGREEMENT ("Lease") between COX PCS ASSETS, L.L.C., a Delaware limited liability company ("Lessee"), wholly owned by Cox Communications PCS, L.P., a Delaware limited partnership ("Cox L.P."), and the City of Montclair, a Municipal Corporation ("Lessor") dated \_\_\_\_\_, 199\_\_\_. Capitalized terms used herein but not defined herein have the respective meanings set forth in the Lease.

1. Notwithstanding any provision of the Lease to the contrary, and except as provided otherwise in Section 3 below, Lessee shall not voluntarily assign or sublet the Lease or Lessee's interest under the Lease or in the Premises (a "transfer") without the prior written approval of Lessor. Lessor shall not unreasonably withhold its approval.

2. If Lessee desires at any time to effect a transfer, it shall first deliver to Lessor (a) a written request for approval, (b) the name, address and most recent financial statements of the proposed transferee and (c) the proposed instrument of assignment or sublease, which in the case of assignment shall include a written assumption by the assignee of all obligations of Lessee under the Lease arising from and after the effective date of assignment. Lessor shall approve or disapprove a proposed transfer within 30 days after Lessee delivers such items to Lessor. If for any reason Lessee does not receive from Lessor written notice of disapproval setting forth Lessee's reasons for disapproval within 30 days after Lessee delivers such items to Lessor, the proposed transfer shall be deemed approved.

3. Notwithstanding Section 1 above, Lessee may, without Lessor's approval and in Lessee's sole discretion, from time to time, do any of the following:

(a) grant to any person or entity a security interest (including, for example, a security interest of first lien priority) in some or all of Lessee's Facility and/or other property used or to be used in connection with the Premises;

(b) assign or pledge Lessee's interest in the Lease and Premises to any person or entity to finance Lessee's equipment or operate Lessee's business;

(c) sublet the Premises to Cox L.P. or otherwise permit Cox L.P. to use the Premises as provided in the Lease (in which case Lessee's Facility is deemed to mean the communications equipment of Cox L.P. installed on the Premises); and

(d) assign or sublet: (i) to any entity which has, directly or indirectly, a 30% or greater interest in Lessee (a "Parent") or in which Lessee or a Parent has a 30% or greater interest (an "Affiliate"); (ii) to any entity with which Lessee and/or any Affiliate may merge or consolidate; (iii) to a buyer of substantially all of the outstanding ownership units or assets of Lessee or any Affiliate; or (iv) to the holder or transferee of the Federal Communications Commission ("FCC") license under which Lessee's Facility is operated, upon FCC approval of any such transfer. Any such assignment shall not be effective until the assignee signs and delivers to Lessor a document in which the assignee assumes responsibility for all of Lessee's obligations under the Lease arising from and after the effective date of assignment.



*Donna*  
*FYI*

August 18, 1998

Jean Little  
Lease Administrator  
JNB Telecom, Inc.  
22690 Cactus Avenue, Suite 300  
Moreno Valley, CA 92553

**RE: COX PCS ASSOCIATES, L.L.C., MAC ARTHUR PARK (SB-034-1),  
APN: 1008-311-17, CITY OF MONTCLAIR AGREEMENT NO. 98-50**

Dear Ms. Little:

Please be informed that the Montclair City Council, at its August 17, 1998, City Council meeting approved Agreement No. 98-50, Communications Site Ground Lease Agreement. Please have the appropriate parties execute the Agreements and send it back to the City for further execution and completion. Upon the City's execution of the Agreements, a copy will be sent for your files.

Should you have any questions, feel free to give me a call at (909) 625-9412.

Very truly yours,

Marilyn Staats  
Director of Redevelopment/Public Works

MS:jm  
Enclosures

CITY OF MONTCLAIR

5111 Benito Street, P.O. Box 2308, Montclair, CA 91763 (909) 626-8571 FAX (909) 621-1584

Mayor Paul M. Eaton • Mayor Pro Tem Elouise (Dolly) Lewman • Council Members Leonard Paulitz, Carolyn Raft, J. John Dutrey • City Manager Lee C. McDougal

AGREEMENT NO. 11-47

**FIRST AMENDMENT TO  
COMMUNICATIONS SITE GROUND LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO COMMUNICATIONS SITE GROUND LEASE AGREEMENT** (the "First Amendment") is entered into this 19th day of April, 2011, by and between CITY OF MONTCLAIR, a municipal corporation, with a mailing address of 5111 Benito Street, Montclair, California 91763 (hereinafter referred to as "Lessor") and STC ONE LLC, a Delaware limited liability company, by and through its Attorney In Fact, Global Signal Acquisitions III LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Lessee").

**RECITALS**

**WHEREAS**, Lessor and Cox PCS Assets, L.L.C. ("Original Lessee") entered into a Communications Site Ground Lease Agreement dated September 8, 1998 (the "Lease") whereby Original Lessee leased certain real property, together with access and utility easements, located in San Bernardino County, California from Lessor (the "Premises"), all located within certain real property owned by Lessor ("Lessor's Property"); and

**WHEREAS**, STC One LLC is currently the Lessee under the Lease as successor in interest to the Original Lessee; and

**WHEREAS**, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

**WHEREAS**, the Lease had an initial term that commenced on November 1, 1998 and expired on October 31, 2008. The Lease provides for four extensions of five years each, the first of which was exercised by Lessee. According to the Lease, the final extension expires on October 31, 2028; and



**WHEREAS**, Lessor and Lessee desire to amend the Lease on the terms and conditions contained herein.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Term. Section 3 of the Lease is hereby deleted in its entirety and the following is inserted in its place:

(a) The initial term of this Lease shall be for a period of ten years commencing on November 1, 1998 ("Commencement Date") and expiring on October 31, 2008 (the "Term").

(b) At the conclusion of the Term, Lessee shall be entitled to seven extensions of five years each, with the final lease extension expiring on October 31, 2043 (each extension is referred to as a "Renewal Term"). The Term and any Renewal Term shall be collectively referred to as the "Lease Term". The Lease Term shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew at least ninety days prior to the expiration of the then current five year term.

Lessor and Lessee hereby acknowledge that Lessee has exercised the first Renewal Term, leaving a balance of six Renewal Terms.

3. Rent. Rent for the Renewal Terms shall be calculated in accordance with Section 4 of the Lease.

4. Consideration. Lessee will pay to Lessor a one-time amount of Four Hundred Fifty and 00/100 Dollars (\$450.00) for the full execution of this First Amendment, which shall be paid within sixty (60) days of the full execution of this First Amendment ("Conditional Signing Bonus"). In the event that this First Amendment (and any applicable memorandum) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Signing Bonus to Lessor.

5. Ratification.

a) Lessor and Lessee agree that Lessee is the current Lessee under the Lease, the Lease is in full force and effect, as amended herein, and the Lease contains the entire agreement between Lessor and Lessee with respect to the Premises.

b) Lessor agrees that any and all actions or inactions that have occurred or should have occurred prior to the date of this First Amendment are approved and ratified and that no breaches or defaults exist as of the date of this First Amendment.

c) Lessor represents and warrants that Lessor is duly authorized and has the full power, right and authority to enter into this First Amendment and to perform all of its obligations under the Lease as amended.

6. Notices. Lessee's notice address as stated in the Lease is amended as follows:

LESSEE'S PRIMARY CONTACT

STC One LLC  
c/o Crown Castle USA Inc.  
E. Blake Hawk, General Counsel  
Attn: Legal Department  
2000 Corporate Drive  
Canonsburg, PA 15317

7. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Lessee. In the event the Lessor's Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

8. Remainder of Lease Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Lease remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this First Amendment and the Lease, the terms of this First Amendment shall control. This First Amendment may be executed

simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

This First Amendment is executed by Lessor as of the date first written above.

**LESSOR:**  
CITY OF MONTCLAIR, a municipal  
corporation

By: Paul M. Eaton  
Paul M. Eaton  
Mayor

**ATTEST**  
Yvonne L. Smith  
Yvonne L. Smith  
Deputy City Clerk

This First Amendment is executed by Lessee as of the date first written above.

**LESSEE:**  
STC ONE LLC, a Delaware limited liability  
company

By: Global Signal Acquisitions III LLC, a  
Delaware limited liability company  
Its: Attorney In Fact

By: [Signature]  
Print Name: Barbara Howard  
Title: Real Estate Transaction Mgr.

**COPY**



# AGENDA REPORT

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**DATE:** FEBRUARY 4, 2019                      **FILE I.D.:** GRF050  
**SECTION:** AGREEMENTS                      **DEPT.:** POLICE  
**ITEM NO.:** 2                                      **PREPARER:** M. BUTLER

**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT NO. 19-11 WITH GRAFFITI TRACKER INC. FOR CONTINUED USE OF ITS DATABASE TO TRACK AND ANALYZE GRAFFITI

CONSIDER AUTHORIZING A \$3,300 APPROPRIATION FROM THE PROP 30/AB 109 FUND TO PAY THE COSTS ASSOCIATED WITH AGREEMENT NO. 19-11

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 19-11 with Graffiti Tracker Inc. for continued use of its database to track and analyze graffiti.

Proposed Agreement No. 19-11 is attached for the City Council’s review and consideration.

**BACKGROUND:** Graffiti has long been one of the most common urban problems threatening the vitality and beauty of cities across the country. Graffiti continues to be a major concern for the City of Montclair.

Graffiti Tracker Inc. specializes in providing City personnel with the tools needed to reduce graffiti vandalism. The company assisted the City in implementing a graffiti protocol that continues to provide a graffiti database, analyses, and tracking to further reduce the occurrence of graffiti vandalism. Graffiti Tracker utilizes cameras equipped with Global Positioning System technology. Photographs of graffiti are taken by the City’s graffiti abatement crews and are sent to Graffiti Tracker where they are analyzed and categorized for reference. The result of the analysis is then stored in a web-based Graffiti Tracker system. City personnel are permitted unlimited searches of the organized database to determine patterns of graffiti incidents, such as most active vandals and/or gangs, rising tension between rival gangs, and frequently hit areas or “hot spots.” Since the program is web-based, there is no need for software installation or restrictions on the number of system users.

**FISCAL IMPACT:** If authorized by the City Council, funding for Agreement No. 19-11 would result in an appropriation and expenditure from Prop 30/AB109 Fund (1141) in the amount of \$3,300.

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

1. Approve Agreement No. 19-11 with Graffiti Tracker Inc. for continued use of its database to track and analyze graffiti.
2. Authorize a \$3,300 appropriation from the Prop 30/AB 109 Fund to pay the costs associated with Agreement No. 19-11.

## PROFESSIONAL SERVICES AGREEMENT

(City of Montclair and Graffiti Tracker Inc.)

**THIS PROFESSIONAL SERVICES AGREEMENT** is made as of January 1, 2019 by and between the City of Montclair, (“Agency”), and Graffiti Tracker Inc. (“Contractor”).

### RECITALS

1. Agency has determined that it requires professional services from a Contractor to provide graffiti analysis and tracking services for the Agency.
2. Agency desires to retain Contractor, as an independent contractor to provide such services on an as needed basis.
3. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

**NOW, THEREFORE**, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

#### 1. Contractor’s Services.

- a. **Scope and Level of Services.** The nature, scope, and level of the specific services to be performed by Contractor are as set forth in Exhibit A, attached to this Agreement and incorporated herein as though set forth in full. Agency is retaining Contractor pursuant to this Agreement on a non-exclusive basis and reserves the right to retain other professionals to perform similar service if Agency determines such services are needed.
  - b. **Time of Performance.** The services shall be performed in a timely manner and on a regular basis in accordance with the written instruction of the Contract Administrator. Time is of the essence in the performance of this Agreement.
2. **Standard of Care.** As a material inducement to Agency to enter into this Agreement, Contractor hereby represents and warrants that it has the professional expertise and experience necessary to undertake the services to be provided herein.
  3. **Compliance with Law.** All services rendered hereunder by Contractor shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of Agency and any federal, state or local governmental agency having jurisdiction in effect at the time service is rendered.

4. **Term of Agreement.** This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect for a period of 12 months, unless earlier terminated pursuant to Section 14.
5. **Compensation.** Agency agrees to compensate Contractor for its services according to the fee and payment schedule set forth in Exhibit B, attached hereto and incorporated herein as though set forth in full. In no event shall the total compensation and costs payable to Contractor under this Agreement exceed the sum of \$3,300.00 unless specifically approved by the City Council. Agency agrees that services may not begin until first payment is received.
6. **Ownership of Work Product.** All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of Agency without restriction or limitation upon its use or dissemination by Agency.
7. **Representatives.**
  - a. **Project Manager.** The Project Manager for the services required under this Agreement is hereby designated as Timothy M. Kephart who shall be the representative of Contractor authorized to act in its behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Project Manager were a substantial inducement for Agency to enter into this Agreement. Therefore, the foregoing Project Manager shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. Contractor may not change the foregoing Project Manager without the express written approval of Agency.
  - b. **Contract Administrator.** The Contract Administrator and Agency's representative shall be the Deputy City Manager/Office of Economic Development Executive Director, or in his/her absence, an individual designated in writing by the Contract Administrator. It shall be Contractor's responsibility to assure that the Contract Administrator is kept informed of the progress of the performance of the services, and Contractor shall refer any decisions that must be made by Agency to the Contract Administrator. Unless otherwise specified herein, any approval of Agency required hereunder shall mean the approval of the Contract Administrator.
8. **Standard of Performance.** Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to Agency. Contractor hereby covenants that it shall follow the highest professional standards in performing all services required hereunder.

- 9. Status as Independent Contractor.** Contractor is, and shall at all times remain as to Agency, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of Agency or otherwise act on behalf of Agency as an agent. Neither Agency nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner, employees of Agency. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold Agency harmless from any and all taxes, assessments, penalties, and interest asserted against Agency by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor further agrees to indemnify and hold Agency harmless from any failure of Contractor to comply with applicable workers' compensation laws. Agency shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to Agency from Contractor as a result of Contractor's failure to promptly pay to Agency any reimbursement or indemnification arising under this section.
- 10. Confidentiality.** Agency agrees not to use any intellectual property or information related to the Graffiti Tracker system for purposes of development or competition of another Graffiti Tracker system. Upon request, all Agency data shall be returned to Agency upon the termination of this Agreement. Contractor's covenant under this section shall survive the termination of this Agreement.
- 11. Conflict of Interest.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Contractor under this Agreement, or which would conflict in any manner with the performance of its services hereunder.
- 12. Indemnification.** Contractor agrees to indemnify, hold harmless and defend Agency, and their respective officers, employees, volunteers, and agents serving as independent contractors in the role of Agency or Agency officials, (collectively, "Indemnities"), from any claim, demand, damage, liability, loss, cost or expense, for any damage whatsoever, including but not limited to death or injury to any person and injury to any property, resulting from willful misconduct, negligent acts, errors or omissions of Contractor or any of its officers, employees, or agents.
- a. Agency does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by Agency, or the deposit with Agency, of any insurance policy or certificate required pursuant to this Agreement.
  - b. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. Contractor agrees that Contractor's covenant under this section shall survive the termination of this Agreement.

**13. Cooperation.** In the event any claim or action is brought against Agency relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation that Agency might require.

**14. Termination.**

- a. Agency shall have the right to terminate the services of Contractor at any time for any reason on sixty (60) calendar days written notice to Contractor. In the event this Agreement is terminated by Agency, Contractor shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect, and Contractor shall have no other claim against Agency by reason of such termination, including any claim for compensation.
- b. Contractor shall have the right to terminate this Agreement at any time for any reason on sixty (60) calendar days written notice to Agency, and Contractor shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect.

**15. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

**Agency:**

City of Montclair  
4870 Arrow Highway  
Montclair, CA 91763

**Contractor:**

Graffiti Tracker Inc.  
2916 S 132<sup>nd</sup> St #311  
Omaha, NE 68144

**16. Nondiscrimination and Equal Employment Opportunity.** In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national



origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Contractor will take affirmative action to ensure that employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

- 17. Assignability; Subcontracting.** Contractor shall not assign, transfer, or subcontract any interest in this Agreement or the performance of any of Contractor's obligations hereunder, without the prior written consent of Agency, and any attempt by Contractor to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.
- 18. Compliance with Laws/Licenses.** Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments. Contractor shall obtain and maintain all necessary professional licenses for providing the services outlined in this Agreement.
- 19. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by Agency of any payment to Contractor constitute or be construed as a waiver by Agency of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by Agency shall in no way impair or prejudice any right or remedy available to Agency with regard to such breach or default.
- 20. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for any litigation shall be San Bernardino County. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of the Agreement.
- 21. Exhibits; Precedence.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provision of any Exhibit or document incorporated herein by reference, the provisions of this Agreement shall prevail.
- 22. Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Agency and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**“Agency”**

City of Montclair

ATTEST:

By: \_\_\_\_\_  
Javier John Dutrey, Mayor

By: \_\_\_\_\_  
Andrea M. Phillips, City Clerk

**“Contractor”**

Graffiti Tracker

By: \_\_\_\_\_  
Timothy M. Kephart, Pres.

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Contractor shall perform the following services for the City of Montclair:

#### **Responsibilities**

1. Train designated personnel on how to use GPS cameras.
2. Establish graffiti tracking protocols.
3. Train personnel on how to upload graffiti data to the Graffiti Analysis Intelligence Tracking System (GAITS).
4. Provide access to GAITS to all designated personnel twenty-four hours a day, seven days a week until contract ends.
5. On a daily basis, graffiti data will be uploaded to the GAITS system from the City of Montclair's staff. Graffiti Tracker Inc. will be responsible for analyzing all of that data and making the results of that analysis available to the GAITS system.
6. Provide training to all designated personnel (Agency staff/law enforcement/District Attorney's Office) on how to utilize the GAITS system.

This contract constitutes a lease for access to the Graffiti Analysis Intelligence Tracking System (GAITS). Permission from the Contract Administrator will be required for anyone to have access to this system. Upon permission being granted for access to the system, a username and password will be given to those individuals and they will be granted an "Operator" level access to the GAITS system. This lease will be in effect for the duration of the contract.

## **EXHIBIT B**

### **SCHEDULE OF FEES**

Contractor will not be required to work on the following ten holidays:

1. January 1 (New Year's Day)
2. The third Monday in January (Dr. Martin Luther King Jr. Day)
3. The third Monday in February (President's Day)
4. March 31st (Cesar Chavez Day)
5. The last Monday in May (Memorial Day)
6. July 4 (Independence Day)
7. The first Monday in September (Labor Day)
8. November 11 (Veteran's Day)
9. The fourth Thursday in November (Thanksgiving Day)
10. December 25 (Christmas Day)

The total contract amount for the twelve-month time period commencing January 1, 2019 and ending December 31, 2019 will be an amount not to exceed \$3,300.00 based on the average number of incidents analyzed not to exceed 300 per month.

Effective upon the signing of this contract, an invoice for the full amount will be submitted by the Contractor to the Contract Administrator. Payment should be processed and received no later than 30 calendar days from the date invoice was submitted

It is recommended that each graffiti abatement crew be equipped with one (1) camera. Services will commence once equipment has been purchased and first invoice paid.



# AGENDA REPORT

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<b>DATE:</b>	FEBRUARY 4, 2019	<b>FILE I.D.:</b>	STB300-17
<b>SECTION:</b>	RESOLUTIONS	<b>DEPT.:</b>	ADMIN. SVCS.
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	C. GRAVES
<b>SUBJECT:</b>	CONSIDER ADOPTION OF RESOLUTION NO. 19-3225 AUTHORIZING PLACEMENT OF LIENS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH CHARGES		

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**REASON FOR CONSIDERATION:** Staff has identified 194 sewer and trash accounts in the even-numbered-month billing cycle that are more than three billing periods delinquent. Pursuant to Montclair Municipal Code Chapter 1.12, these properties are subject to lien.

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

The 194 liens presented for approval are for accounts that are at least 90 days delinquent.

**FISCAL IMPACT:** Recoverable amount is \$63,500.87, plus \$1,552.00 for release of lien fees, plus \$9,700.00 in lien fees, for a total of \$74,752.87.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 19-3225 authorizing placement of liens on certain properties for delinquent sewer and trash charges as listed on Exhibit A of said Resolution.

RESOLUTION NO. 19-3225

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AUTHORIZING PLACEMENT OF LIENS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH ACCOUNTS

WHEREAS, Chapter 1.12 of the Montclair Municipal Code authorizes the City to place liens on properties on which delinquent civil debts have accrued; and

WHEREAS, all owners of property in the City of Montclair were notified about the adoption of Ordinance No. 02-815 authorizing placement of liens on properties on which delinquent civil debts have accrued; and

WHEREAS, it has been determined that there are 194 sewer and/or trash accounts on which there are delinquencies in excess of 90 days; and

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

WHEREAS, the owners of these properties were notified on January 7, 2019, that their delinquent accounts are subject to causing a lien to be placed on their properties for settlement of such delinquencies; and that such liens would be considered for approval by the Montclair City Council on Monday, February 4, 2019.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair approves the placement of liens on the properties and in the amounts specified in Exhibit A, entitled *Report of Delinquent Civil Debts - February 2019*, attached hereto.

BE IT FURTHER RESOLVED that the City Clerk is authorized to provide the San Bernardino County Auditor/Controller-Recorder with the documents required to cause such liens to be placed.

APPROVED AND ADOPTED this XX day of XX, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

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

I, Andrea M. Phillips, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 19-3225 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, 2019, and that it was adopted by the following vote, to-wit:

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

\_\_\_\_\_  
Andrea M. Phillips  
City Clerk

Exhibit A to Resolution No. 19-3225  
Report of Delinquent Civil Debts – February 2019

Street No.	Street	Account Type	Delinquency	Lien Fee	Release of Lien Fee	Total Lien Amount
4237	3rd Street	Residential	300.67	50.00	8.00	358.67
11141	Ada Avenue	Residential	236.17	50.00	8.00	294.17
11171	Ada Avenue	Residential	264.78	50.00	8.00	322.78
11225	Ada Avenue	Residential	264.96	50.00	8.00	322.96
10360	Amherst Avenue	Multifamily	876.60	50.00	8.00	934.60
11141	Amherst Avenue	Residential	265.03	50.00	8.00	323.03
11151	Amherst Avenue	Residential	264.93	50.00	8.00	322.93
10548	Arabian Place	Residential	283.57	50.00	8.00	341.57
5002	Arrow Hwy	Residential	219.44	50.00	8.00	277.44
5512	Arrow Hwy #F	Commercial	286.57	50.00	8.00	344.57
4624	Bandera Street	Multifamily	1,168.80	50.00	8.00	1,226.80
4667	Bandera Street	Residential	245.42	50.00	8.00	303.42
4959	Bandera Street	Residential	236.17	50.00	8.00	294.17
5079	Bandera Street	Residential	372.25	50.00	8.00	430.25
5095	Bandera Street	Residential	285.19	50.00	8.00	343.19
5192	Bandera Street	Multifamily	216.88	50.00	8.00	274.88
5205	Bandera Street	Residential	372.25	50.00	8.00	430.25
5207	Bandera Street	Residential	372.26	50.00	8.00	430.26
5211	Bandera Street	Residential	372.25	50.00	8.00	430.25
5215	Bandera Street	Residential	372.25	50.00	8.00	430.25
5217	Bandera Street	Residential	372.25	50.00	8.00	430.25
5231	Bandera Street	Residential	359.05	50.00	8.00	417.05
5235	Bandera Street	Residential	372.25	50.00	8.00	430.25
5598	Bandera Street	Residential	403.81	50.00	8.00	461.81
4432-34	Bandera Street	Multifamily	529.93	50.00	8.00	587.93
5221	Barrington Way	Residential	264.96	50.00	8.00	322.96
10145	Bel Air Avenue	Residential	264.96	50.00	8.00	322.96
5214	Belvedere Way	Residential	372.25	50.00	8.00	430.25
4725	Benito Street	Commercial	3,234.12	50.00	8.00	3,292.12
10278	Benson Avenue	Residential	267.04	50.00	8.00	325.04
5208	Berkshire Way	Residential	264.96	50.00	8.00	322.96
5210	Berkshire Way	Residential	242.59	50.00	8.00	300.59
5212	Berkshire Way	Residential	266.21	50.00	8.00	324.21
4531	Bodega Court	Residential	372.25	50.00	8.00	430.25
4534	Bodega Court	Residential	442.90	50.00	8.00	500.90
10196	Bolton Avenue	Residential	288.80	50.00	8.00	346.80
11046	Buckingham Way	Residential	263.13	50.00	8.00	321.13
10942	Buckskin Avenue	Residential	222.25	50.00	8.00	280.25
11158	Buckskin Avenue	Residential	260.44	50.00	8.00	318.44
10407	Camarena Avenue	Residential	265.10	50.00	8.00	323.10
10437	Camarena Avenue	Residential	264.88	50.00	8.00	322.88
10224	Camulos Avenue	Residential	255.30	50.00	8.00	313.30
10233	Camulos Avenue	Residential	290.41	50.00	8.00	348.41
10234	Camulos Avenue	Residential	282.81	50.00	8.00	340.81
10259	Camulos Avenue	Residential	264.96	50.00	8.00	322.96
4924	Canoga Street	Residential	264.96	50.00	8.00	322.96
4945	Canoga Street	Residential	277.70	50.00	8.00	335.70
4949	Canoga Street	Residential	321.91	50.00	8.00	379.91
5014	Canoga Street	Residential	264.96	50.00	8.00	322.96
4912	Carlton Street	Residential	330.94	50.00	8.00	388.94
11158	Carriage Avenue	Residential	264.98	50.00	8.00	322.98
11168	Carriage Avenue	Residential	260.44	50.00	8.00	318.44
11239	Carriage Avenue	Senior	247.35	50.00	8.00	305.35
11178	Carrillo Avenue	Residential	264.96	50.00	8.00	322.96
9802	Central Avenue	Commercial	1,900.32	50.00	8.00	1,958.32
11347	Chandler Ln	Residential	251.64	50.00	8.00	309.64
11431	Chandler Ln	Residential	289.92	50.00	8.00	347.92
4337	Clair Street	Residential	292.20	50.00	8.00	350.20
5030	Clair Street	Residential	236.17	50.00	8.00	294.17

Exhibit A to Resolution No. 19-3225  
Report of Delinquent Civil Debts – February 2019

Street No.	Street	Account Type	Delinquency	Lien Fee	Release of Lien Fee	Total Lien Amount
5230	Clair Street	Residential	264.99	50.00	8.00	322.99
10164	Coalinga Avenue	Residential	263.70	50.00	8.00	321.70
10231	Coalinga Avenue	Residential	264.96	50.00	8.00	322.96
10276	Coalinga Avenue	Residential	265.02	50.00	8.00	323.02
10988	Coalinga Avenue	Residential	261.88	50.00	8.00	319.88
10989	Coalinga Avenue	Residential	262.37	50.00	8.00	320.37
5216	Coventry Way	Residential	257.12	50.00	8.00	315.12
11362	Cumberland Lane	Residential	289.63	50.00	8.00	347.63
11370	Cumberland Lane	Residential	289.58	50.00	8.00	347.58
11373	Cumberland Lane	Residential	288.97	50.00	8.00	346.97
11333	Dartmouth Lane	Residential	252.36	50.00	8.00	310.36
10148	Del Mar Avenue	Residential	248.54	50.00	8.00	306.54
10190	Del Mar Avenue	Residential	264.96	50.00	8.00	322.96
10236	Del Mar Avenue	Residential	265.03	50.00	8.00	323.03
11159	Essex Avenue	Residential	372.25	50.00	8.00	430.25
4524	Evert Street	Residential	240.59	50.00	8.00	298.59
4628	Evert Street	Residential	266.10	50.00	8.00	324.10
4664	Evert Street	Residential	264.96	50.00	8.00	322.96
4705	Evert Street	Residential	264.96	50.00	8.00	322.96
5036	Evert Street	Residential	264.93	50.00	8.00	322.93
4114	Faircove Court	Residential	284.46	50.00	8.00	342.46
11370	Fairfax Lane	Residential	258.84	50.00	8.00	316.84
4219	Fauna Street	Residential	350.15	50.00	8.00	408.15
4256	Fauna Street	Residential	284.46	50.00	8.00	342.46
4291	Fauna Street	Residential	264.96	50.00	8.00	322.96
4456	Fauna Street	Senior	355.62	50.00	8.00	413.62
4703	Fauna Street	Residential	264.96	50.00	8.00	322.96
4852	Fauna Street	Residential	264.96	50.00	8.00	322.96
5440	Fauna Street	Residential	264.96	50.00	8.00	322.96
10232	Felipe Avenue	Residential	326.69	50.00	8.00	384.69
10242	Felipe Avenue	Residential	264.66	50.00	8.00	322.66
8919-21	Felipe Avenue	Multifamily	529.93	50.00	8.00	587.93
10427	Felipe Lane	Residential	223.62	50.00	8.00	281.62
4202	Flora Street	Residential	264.96	50.00	8.00	322.96
4642	Flora Street	Residential	286.49	50.00	8.00	344.49
4730	Flora Street	Residential	407.77	50.00	8.00	465.77
4747	Flora Street	Residential	248.54	50.00	8.00	306.54
4932	Flora Street	Residential	290.42	50.00	8.00	348.42
5029	Flora Street	Residential	265.12	50.00	8.00	323.12
5051	Flora Street	Residential	280.71	50.00	8.00	338.71
10166	Fremont Avenue	Residential	440.38	50.00	8.00	498.38
10253	Fremont Avenue	Residential	264.96	50.00	8.00	322.96
11049	Fremont Avenue	Residential	264.96	50.00	8.00	322.96
11180	Fremont Avenue	Residential	366.54	50.00	8.00	424.54
10161	Geneva Avenue	Residential	264.96	50.00	8.00	322.96
4583	Gold Rush Court	Residential	261.88	50.00	8.00	319.88
10269	Greenwood Avenue	Residential	236.17	50.00	8.00	294.17
3768	Hampton Drive	Residential	254.29	50.00	8.00	312.29
3960	Hampton Drive	Residential	285.24	50.00	8.00	343.24
4103	Howard Street	Residential	264.96	50.00	8.00	322.96
4780	Howard Street	Residential	264.96	50.00	8.00	322.96
4910	Howard Street	Residential	292.20	50.00	8.00	350.20
5018	Howard Street	Residential	215.69	50.00	8.00	273.69
5245	Howard Street	Residential	260.80	50.00	8.00	318.80
10236	Kimberly Avenue	Residential	264.87	50.00	8.00	322.87
11065	Kimberly Avenue	Residential	276.26	50.00	8.00	334.26
4490	Kingsley Street	Senior	351.57	50.00	8.00	409.57
4671	Kingsley Street	Multifamily	472.33	50.00	8.00	530.33
4724	Kingsley Street	Residential	265.10	50.00	8.00	323.10



Exhibit A to Resolution No. 19-3225  
Report of Delinquent Civil Debts – February 2019

Street No.	Street	Account Type	Delinquency	Lien Fee	Release of Lien Fee	Total Lien Amount
4752	Kingsley Street	Residential	372.25	50.00	8.00	430.25
4909	Kingsley Street	Residential	313.85	50.00	8.00	371.85
5003	Kingsley Street	Residential	264.96	50.00	8.00	322.96
5019	Kingsley Street	Residential	264.96	50.00	8.00	322.96
5198	Kingsley Street	Multifamily	249.94	50.00	8.00	307.94
5242	Kingsley Street	Residential	264.96	50.00	8.00	322.96
5646	Kingsley Street	Residential	227.99	50.00	8.00	285.99
5173-75	Kingsley Street	Multifamily	526.39	50.00	8.00	584.39
11362	Kingston Lane	Residential	290.29	50.00	8.00	348.29
10360-62	Lehigh Avenue	Residential	529.96	50.00	8.00	587.96
10390-92	Lehigh Avenue	Multifamily	529.86	50.00	8.00	587.86
4414	Mane Street	Residential	410.50	50.00	8.00	468.50
4543	Mane Street	Residential	264.96	50.00	8.00	322.96
4846	Mane Street	Residential	433.59	50.00	8.00	491.59
4855	Mane Street	Residential	264.98	50.00	8.00	322.98
4925	Manzanita Street	Residential	207.50	50.00	8.00	265.50
4979	Manzanita Street	Residential	435.19	50.00	8.00	493.19
11349	Marquette Lane	Residential	257.48	50.00	8.00	315.48
11350	Marquette Lane	Residential	331.02	50.00	8.00	389.02
10189	Mills Avenue	Residential	372.25	50.00	8.00	430.25
10231	Mills Avenue	Residential	264.96	50.00	8.00	322.96
11365	Millstone Lane	Residential	309.74	50.00	8.00	367.74
11458	Millstone Lane	Residential	289.66	50.00	8.00	347.66
5121	Mission Blvd.	Residential	266.97	50.00	8.00	324.97
5239	Monte Verde Street	Residential	264.96	50.00	8.00	322.96
10235	Monte Vista Avenue	Residential	259.88	50.00	8.00	317.88
10238	Monte Vista Avenue	Senior	360.54	50.00	8.00	418.54
10262	Monte Vista Avenue	Residential	215.78	50.00	8.00	273.78
10290	Monte Vista Avenue	Senior	299.00	50.00	8.00	357.00
10163	Oak Glen Avenue	Residential	237.57	50.00	8.00	295.57
4595	Oakdale Street	Residential	265.24	50.00	8.00	323.24
5171	Orchard Street	Senior	239.19	50.00	8.00	297.19
5422	Orchard Street	Residential	264.93	50.00	8.00	322.93
5655	Palo Verde Street	Commercial	362.03	50.00	8.00	420.03
10154	Poulsen Avenue	Residential	265.07	50.00	8.00	323.07
11210	Poulsen Avenue	Residential	236.17	50.00	8.00	294.17
11253	Poulsen Avenue	Senior	333.71	50.00	8.00	391.71
10206	Pradera Avenue	Residential	264.96	50.00	8.00	322.96
10313	Pradera Avenue	Multifamily	216.88	50.00	8.00	274.88
10188	Ramona Avenue	Residential	236.17	50.00	8.00	294.17
4660	Rawhide Street	Residential	276.76	50.00	8.00	334.76
4668	Rawhide Street	Residential	264.96	50.00	8.00	322.96
4551	Rodeo Street	Residential	238.37	50.00	8.00	296.37
5054	Rodeo Street	Residential	469.40	50.00	8.00	527.40
5272	Saddleback Street	Residential	371.39	50.00	8.00	429.39
10943	San Juan Way	Residential	278.31	50.00	8.00	336.31
11052	San Juan Way	Residential	264.96	50.00	8.00	322.96
11014	San Miguel Way	Residential	264.96	50.00	8.00	322.96
11025	San Miguel Way	Residential	233.67	50.00	8.00	291.67
11000	San Pasqual Avenue	Residential	263.16	50.00	8.00	321.16
11020	San Pasqual Avenue	Residential	372.25	50.00	8.00	430.25
10163	Santa Anita Avenue	Residential	372.25	50.00	8.00	430.25
10221	Santa Anita Avenue	Residential	264.96	50.00	8.00	322.96
10233	Santa Anita Avenue	Residential	372.25	50.00	8.00	430.25
10251	Santa Anita Avenue	Residential	290.92	50.00	8.00	348.92
10298	Santa Anita Avenue	Residential	373.35	50.00	8.00	431.35
10246	Saratoga Avenue	Residential	404.80	50.00	8.00	462.80
10270	Saratoga Avenue	Residential	265.72	50.00	8.00	323.72
11054	Stagecoach Avenue	Residential	258.55	50.00	8.00	316.55

Exhibit A to Resolution No. 19-3225  
Report of Delinquent Civil Debts – February 2019

Street No.	Street	Account Type	Delinquency	Lien Fee	Release of Lien Fee	Total Lien Amount
11011	Stallion Avenue	Residential	264.96	50.00	8.00	322.96
10210	Tudor Avenue	Residential	258.62	50.00	8.00	316.62
10215	Tudor Avenue	Residential	236.17	50.00	8.00	294.17
10289	Tudor Avenue	Residential	265.06	50.00	8.00	323.06
10445	Tudor Avenue	Residential	259.68	50.00	8.00	317.68
10192	Vernon Avenue	Residential	344.36	50.00	8.00	402.36
5555	Vernon Court	Residential	261.88	50.00	8.00	319.88
4230	Via Angelo	Residential	414.99	50.00	8.00	472.99
4183	Via Dante	Residential	453.59	50.00	8.00	511.59
4237	Via Riviera	Residential	272.33	50.00	8.00	330.33
11053	Wesley Avenue	Residential	264.96	50.00	8.00	322.96
11024	Whitewater Avenue	Senior	211.72	50.00	8.00	269.72
11178	Whitewater Avenue	Residential	264.96	50.00	8.00	322.96
11263	Whitewater Avenue	Residential	298.28	50.00	8.00	356.28
5013	Willow Street	Residential	235.56	50.00	8.00	293.56
4515	Yosemite Drive	Residential	264.96	50.00	8.00	322.96
10472	Yosemite Drive	Residential	365.71	50.00	8.00	423.71
		<b>TOTAL:</b>	<b>\$ 63,500.87</b>	<b>\$ 9,700.00</b>	<b>\$ 1,552.00</b>	<b>\$ 74,752.87</b>



# AGENDA REPORT

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<b>DATE:</b>	FEBRUARY 4, 2019	<b>FILE I.D.:</b>	CYC050
<b>SECTION:</b>	BUSINESS ITEMS	<b>DEPT.:</b>	ADMIN. SVCS.
<b>ITEM NO.:</b>	A	<b>PREPARER:</b>	A. PHILLIPS
<b>SUBJECT:</b>	CONSIDER MAKING AN APPOINTMENT TO FILL THE VACANCY ON THE CITY COUNCIL FOR A TERM ENDING IN DECEMBER 2020		

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**REASON FOR CONSIDERATION:** This item was continued by the City Council from its regular January 22, 2019 meeting.

**BACKGROUND:** The election of Council Member Javier “John” Dutrey to the office of Montclair Mayor resulted in a vacancy on the City Council when he was sworn into office at a special meeting of the City Council held on December 10, 2018. Pursuant to Government Code Section 36512(b), the City Council is required to “within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy,” meaning the City Council must take either action by Friday, February 8, 2019. If an appointment is made, the individual appointed to fill the vacancy must be a legally registered voter at their residence located in the City of Montclair at the time of appointment, and must remain so during the term of the appointment.

At its meeting on December 3, 2018, the City Council selected the option to make an at-large appointment to the vacant Council seat on December 10, 2018, by a 3-2 vote, with then-Mayor Ginger Eaton, Mayor Pro Tem Raft, and Council Member Martinez in support; and Council Members Dutrey and Ruh in opposition to the action.

At a special meeting of the City Council held on December 10, 2018, after Mayor-Elect Dutrey vacated his Council seat and was sworn into the office of Mayor, Mayor Pro Tem Raft nominated Ginger Eaton to be appointed to the vacancy on the City Council. Mrs. Eaton’s nomination was voted upon and resulted in a tie vote of 2-2. Voting in support of the appointment were Mayor Pro Tem Raft and Council Member Martinez; voting in opposition were Mayor Dutrey and Council Member Ruh. The City Council then unanimously decided to continue the item to the December 17, 2018 regular meeting for further discussion and consideration, at which time the same nomination was made with the same resulting tie vote. The Council again continued the item to its next regular meeting on January 7, 2019. Again, Mrs. Eaton was nominated and was not supported by a majority of the Council, and this item was continued a third time to the January 22, 2019 meeting. At the January 22, 2019 meeting, the City Council approved an application and interview process to facilitate making an appointment to the vacancy on the City Council, and continued this item to the February 4, 2019 regular meeting.

**FISCAL IMPACT:** The City Council’s action of making an appointment to the vacancy on the City Council would continue the schedule of compensation and benefits for the person appointed to fill the vacancy. Funds for compensation and benefits are allocated in the Fiscal Year 2018-19 General Fund Budget.

**RECOMMENDATION:** Staff recommends the City Council make an appointment to the vacancy on the City Council for a term ending in December 2020.



# AGENDA REPORT

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**DATE:** FEBRUARY 4, 2019

**FILE I.D.:** CYC050

**SECTION:** BUSINESS ITEMS

**DEPT.:** CITY MGR.

**ITEM NO.:** B

**PREPARER:** E. STARR

**SUBJECT:** CONSIDER DETERMINING THE APPLICANTS TO BE INTERVIEWED AT A SPECIAL MEETING OF THE CITY COUNCIL SCHEDULED FOR 5:30 P.M. ON TUESDAY, FEBRUARY 5, 2019, IN THE CITY COUNCIL CHAMBERS FOR APPOINTMENT TO FILL A VACANCY ON THE CITY COUNCIL

CONSIDER DIRECTING THE CITY CLERK TO RANDOMLY DETERMINE THE ORDER IN WHICH APPLICANTS WILL BE INTERVIEWED

CONSIDER ADJOURNING MEETING TO 5:30 P.M. ON TUESDAY, FEBRUARY 5, 2019, TO CONDUCT INTERVIEWS AND TO CONSIDER NOMINEES TO FILL A VACANCY ON THE CITY COUNCIL

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**REASON FOR CONSIDERATION:** Pursuant to Section 36512(b) of the Government Code, the Montclair City Council is, under certain circumstances, required to take action to fill a vacancy that occurs in an elective office on the City of Montclair governing board. The vacancy can be filled either by appointment or by special election held on the next regularly established election date not less than 114 days from the call of the special election.

The November 6, 2018, election of Montclair City Council Member Javier “John” Dutrey to the office of Montclair Mayor, and his swearing in to that office at a special meeting of the City Council on Monday, December 10, 2018, created a vacancy in the elected office previously held by Mayor Dutrey.

At its January 22, 2019 meeting, the City Council, by unanimous vote, approved an application and interview process to facilitate filling, by appointment, the vacancy created in the elective office previously held by Mayor Dutrey.

At its February 4, 2019 meeting, the City Council is requested to consider the following actions:

1. Determine the applicants to be interviewed at a special meeting of the City Council scheduled for 5:30 p.m. on Tuesday, February 5, 2019, to fill a vacancy on the City Council.
2. Direct the City Clerk to randomly determine the order in which applicants will be interviewed.
3. Adjourn to a special meeting of the City Council at 5:30 p.m. on Tuesday, February 5, 2019, to conduct interviews and to consider nominees to fill a vacancy on the City Council.

**BACKGROUND:** At the November 6, 2018 General Municipal Election, Council Member Javier “John” Dutrey was elected to the office of Montclair Mayor, and Council Members Bill Ruh and Trisha Martinez were re-elected to their respective seats on the City Council.

Certification of the election by the San Bernardino County Registrar of Voters followed on Friday, December 7, 2018. A special meeting for the swearing-in of Mayor-elect Dutrey and Council Members Ruh and Martinez occurred on Monday, December 10, 2018.

Upon the swearing-in of Mayor-elect Dutrey as Mayor, approximately two years remained to the term of the Council seat vacated by Mayor Dutrey. In the absence of a local ordinance relating to filling City Council vacancies, as provided in Section 36512(c) of the Government Code, a vacancy in the office of City Council Member is filled pursuant to the following sections of the Government Code:

*G.C. 36512(b) If a vacancy occurs in an elective office provided for in this chapter, the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy. (1) if the council calls a special election, the special election shall be held on the next regularly established election date not less than 114 days from the call of the special election. A person elected to fill a vacancy holds office for the unexpired term of the former incumbent.*

*G.C. 36512(b)(2)(B) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general municipal election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall hold office for the unexpired term of the former incumbent.*

At its meeting of December 3, 2018, and pursuant to Section 36512(b), the City Council considered the following options to fill the vacancy that was to be created on Montclair's governing board by the swearing-in of Mayor-elect Dutrey to the Office of Mayor on December 10, 2018:

1. Make an at-large appointment of a Montclair resident to fill and complete the unexpired term of office vacated by Mayor Dutrey through and until the November 3, 2020 General Municipal Election, or until the results of the November 3, 2020 election are certified, whichever is later. Approximately two years remain to the term of the City Council office vacated by Mayor Dutrey. The person appointed to fill the vacancy would hold office for the unexpired term of the former incumbent and must be a legally registered voter at their residence located in the City of Montclair at the time of appointment, and must remain so during the term of the appointment.
2. Advertise for applications during an established filing period, interview candidates en banc, and make an appointment thereof of a Montclair resident to fill and complete the unexpired term of office vacated by Mayor Dutrey through and until the November 3, 2020, Consolidated General Election, or until the results of the election are certified, whichever is later. Approximately two years remain to the term of the City Council office vacated by Mayor Dutrey. The person appointed to fill the vacancy would hold office for the unexpired term of the former incumbent and must be a legally registered voter at their residence located in the City of Montclair at the time of appointment, and must remain so during the term of the appointment.
3. Call for a special election to fill the vacancy, with the special election to be held no sooner than April 3, 2019 (114 days after December 10, 2018—the day the vacancy on the City Council was created by the swearing in of Mayor-elect Dutrey to the office of Mayor).
  - a. At the time of the December 10, 2018 agenda report, City staff noted that the cost for a special election to fill a vacancy on the City Council was projected to cost approximately \$50,000 to \$200,000, depending on the type of special election called for, either a mail ballot-only election or a

special polling place election. However, the San Bernardino County Registrar of Voters now indicates that, due to internal policy changes that require “actual cost” practices, the Registrar of Voters is unable to provide a cost estimate, thereby necessitating for planning and budgeting purposes that the City minimally budget for Fiscal Year 2019–20 (i) up to \$100,000 to conduct a mail ballot-only election, or (ii) up to \$200,000 for a special polling place election.

- b. Pursuant to the Elections Office of the San Bernardino County Registrar of Voters, the following are the established 2019 mail ballot and polling place special election dates:
  - i. Mail Ballot-Only Election: The City Council must call for a special election on or before Thursday, May 2, 2019, to hold a mail ballot-only election on Tuesday, August 27, 2019.
  - ii. Polling Place Election: The City Council must call for a special election on or before Thursday, July 11, 2019, to hold a polling place election on Tuesday, November 5, 2019.

At the December 3, 2018 meeting the City Council, by a 3–2 vote (with V. Eaton, C. Raft and T. Martinez voting in favor and J. Dutrey and B. Ruh voting against), approved making an at-large appointment of a Montclair resident to fill and complete the unexpired term of the office vacated by Mayor Dutrey through and until the November 3, 2020 General Municipal Election, or until the results of the November 3, 2020 election are certified, whichever is later.

- At the December 10, 2018 special meeting of the City Council, a motion to fill the vacancy by the appointment of Montclair resident Virginia Eaton failed on a 2–2 vote (C. Raft and T. Martinez voting in favor and J. Dutrey and B. Ruh voting against). No other nominations were made.
- At the December 17, 2018 regular meeting of the City Council, a motion to fill the vacancy by the appointment of Montclair resident Virginia Eaton failed on a 2–2 vote (C. Raft and T. Martinez voting in favor and J. Dutrey and B. Ruh voting against). No other nominations were made.
- At the January 7, 2019 regular meeting of the City Council, a motion to fill the vacancy by the appointment of Montclair resident Virginia Eaton failed on a 2–2 vote (C. Raft and T. Martinez voting in favor and J. Dutrey and B. Ruh voting against). No other nominations were made.

In order to fulfill the requirements of Government Code Section 36512(b), the City Council, at its meeting of January 22, 2018, unanimously approved an application, interview, and appointment process to fill the vacancy created in the elected office previously held by Mayor Dutrey. To achieve this objective, the City Council approved the following exhibits:

- **Exhibit 1. City Council Vacancy Appointment Guidelines.** Included guidelines establishing the Application Period, Application Submission Process, City Council Application Review Process, City Council Interview Procedures, and City Council Vacancy Appointment Process. **Exhibit 1** is included in the City Council agenda packet and, by its reference, is incorporated into this agenda report; and

- **Exhibit 2. City Council Vacancy Application Package.** Exhibit 2 is included in the City Council agenda packet and, by its reference, is incorporated into this agenda report.

Pursuant to **Exhibit 1**, the City Council approved the following application requirements:

- Application Period: January 23, 2019 to 5:00 p.m. on January 30, 2019.
- Application Submission: Applications timely submitted will be forwarded to the City Council no later than 6:00 p.m. on January 31, 2019.
- City Council Review of Applications: City Council Members shall independently review submitted applications and refrain from contacting applicants.
- City Council Interviews: At its February 4, 2019 meeting, the City Council shall determine which applicants shall be interviewed at a special meeting scheduled for 5:30 p.m. on Tuesday, February 5, 2019.
  - At the February 4, 2019 meeting, the City Clerk shall randomly determine the order in which applicants will be interviewed at the February 5, 2019 special meeting of the City Council, and shall post the order of interviews on the City of Montclair Homepage at [www.cityofmontclair.org](http://www.cityofmontclair.org) no later than 10:00 a.m. on Tuesday, February 5, 2019.
  - At the February 5, 2019 special meeting, each applicant will be provided up to five minutes for an opening statement.
  - Each member of the City Council may ask any interviewee (i) follow-up questions to questionnaire responses; (ii) questions regarding an interviewee's qualifications; (iii) any question deemed appropriate for a Council Member to make a decision to appoint; or (iv) any structured question to be asked of all interviewees.
  - At the conclusion of interviews, the City Council may (i) elect to reduce the list of interviewees for final consideration; (ii) ask follow-up questions of a finalized list of interviewees; (iii) adjourn the special meeting to February 6, 2019, to continue interviews; or (iv) move to nominations.
- City Council Appointment: At the conclusion of interviews, the Mayor shall call for nominations and vote on each nominee until a nominee receives a simple majority vote.
- Nomination Process Fails to Produce an Appointment. If the nomination process fails to produce consensus on a nominee, the City Council may consider the following:
  - A motion to agendize for consideration calling a special Mail Ballot-Only Election to be conducted on Tuesday, August 27, 2019, and direct the City Clerk to schedule with the Elections Office of the San Bernardino County Registrar of Voters a special Mail Ballot-Only Election;
  - A motion to agendize for consideration calling a special Polling Place Election to be conducted on Tuesday, November 5, 2019, and direct the City Clerk to schedule with the Elections Office of the Elections Office of the San Bernardino County Registrar of Voters a special Polling Place Election;
  - A motion to agendize for consideration an urgency ordinance appointing a Montclair resident to the vacancy until a Mail Ballot-Only Election is conducted on Tuesday, August 27, 2019; call a special Mail Ballot-Only

Election to be conducted on Tuesday, August 27, 2019; and direct the City Clerk to schedule with the Elections Office of the San Bernardino County Registrar of Voters a special Mail Ballot-Only Election;

- A motion to agendize for consideration an urgency ordinance appointing a Montclair resident to the vacancy until a Polling Place Election is conducted on Tuesday, November 5, 2019; call a special Polling Place Election to be conducted on Tuesday, November 5, 2019; and direct the City Clerk to schedule with the Elections Office of the San Bernardino County Registrar of Voters a special Polling Place Election;

**FISCAL IMPACT:** The City Council’s action to fill a vacancy on the City Council by the application, interview, and appointment process would continue the schedule of compensation and benefits for the person appointed to fill the vacancy. Funds for compensation and benefits are allocated in the Fiscal Year 2018–19 General Fund Budget.

Conducting a special Mail Ballot-Only Election would produce an undetermined cost on the City’s General Fund for Fiscal Year 2019–20. The Elections Office of the San Bernardino County Registrar of Voters now indicates that, due to internal policy changes that require “actual cost” practices, the Registrar of Voters is unable to provide a cost estimate, thereby necessitating for planning and budgeting purposes that the City budget up to \$100,000 to conduct a special Mail Ballot-Only Election for Fiscal Year 2019–20.

Conducting a special Polling Place Election would produce an undetermined cost on the City’s General Fund for Fiscal Year 2019–20. The Elections Office of the San Bernardino County Registrar of Voters now indicates that, due to internal policy changes that require “actual cost” practices, the Registrar of Voters is unable to provide a cost estimate, thereby necessitating for planning and budgeting purposes that the City budget up to \$200,000 to conduct a special Polling Place Election for Fiscal Year 2019–20.

The cost for conducting either a special Mail Ballot-Only or Polling Place Election would be incorporated into the Fiscal Year 2019–20 City of Montclair General Fund Budget to be presented to the City Council for consideration as part of the Fiscal Year 2019–20 Budget Review process.

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

1. Determine the applicants to be interviewed at a special meeting scheduled for 5:30 p.m. on Tuesday, February 5, 2019, in the City Council Chambers, located at 5111 Benito Street, Montclair, for appointment to fill a vacancy on the City Council.
2. Direct the City Clerk to randomly determine the sequential order applicants will be interviewed at the February 5, 2019 special meeting of the City Council; and
3. Adjourn to a Special Meeting of the City Council at 5:30 p.m. on Tuesday, February 5, 2019, in the City Council Chambers, to conduct interviews and to consider nominees to fill a vacancy on the City Council.



**MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON TUESDAY,  
JANUARY 22, 2019, AT 8:40 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 8:40 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 January 7, 2019.**

Moved by City Manager Starr, seconded by Mayor Pro Tem Raft, and carried unanimously to approve the minutes of the Personnel Committee meeting of January 7, 2019.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**


At 8:41 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 8:58 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 8:58 p.m., Mayor Pro Tem Raft adjourned the Personnel Committee.

Submitted for Personnel Committee approval,

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