

**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

March 18, 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**

- A. Introduction of Fire Department Promotee — Fire Captain Michael Matheson
- B. Introduction of Finance Department Promotee — Finance Supervisor Janet Kulbeck
- C. Proclamation Declaring March 21, 2019, as World Down Syndrome Day in the City of Montclair

**VI. PUBLIC HEARINGS**

Page No.

- A. Second Reading — Consider Adoption of Ordinance No. 19-980 Adding Chapter 9.105 to the Montclair Municipal Code Pertaining to the Installation of Wireless "Small Cell" Technology Within the Public Right-of-Way, Amending Chapter 9.02 to Add Definitions, and Amending a Portion of Chapter 11.73 to Eliminate Conflicting Language [CC]

Consider Adoption of Resolution No. 19-3228 Establishing Design Guidelines for Small Cell Facilities Within the Public Right-of-Way [CC]

Consider Adoption of Resolution No. 19-3229 Establishing Permit Fees, Appeal Fees, and Other Fees Relating to Small Cell Facilities Within the Public Right-of-Way [CC]

5

**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 Meeting — February 21, 2019 [CC]
2. Adjourned Meeting — March 4, 2019 [CC]
3. Regular Joint Meeting — March 4, 2019 [CC/SA/MHC/MHA/MCF]

**B. Administrative Reports**

1. Consider Receiving and Filing of Treasurer’s Report [CC] 35
2. Consider Approval of Warrant Register and Payroll Documentation [CC] 36
3. Consider Receiving and Filing of Treasurer’s Report [SA] 37
4. Consider Approval of Warrant Register [SA] 38
5. Consider Receiving and Filing of Treasurer’s Report [MHC] 39
6. Consider Approval of Warrant Register [MHC] 40
7. Consider Receiving and Filing of Treasurer’s Report [MHA] 41
8. Consider Approval of Warrant Register [MHA] 42
9. Consider Approval of Fiscal Year 2018–19 Schedule of Recommendations from the Community Activities Commission for Community Benefits Funding [CC] 43
10. Consider Amending the Fiscal Years 2017–2022 Capital Improvement Program, Adding the Moreno Street Rehabilitation Project [CC]  
Consider an Appropriation of \$250,000 from SB1 Funds and \$150,000 of Pavement Impact Fees for Costs Related to the Moreno Street Rehabilitation Project [CC]  
Consider Authorizing Staff to Advertise for Bid Proposals for the Moreno Street Rehabilitation Project [CC] 47
11. Consider Amending the Fiscal Years 2017–2022 Capital Improvement Program, Adding the San Jose Street Rehabilitation Project [CC]  
Consider an Appropriation of \$200,000 from SB1 Funds and \$100,000 of Pavement Impact Fees for Costs Related to the San Jose Street Rehabilitation Project [CC]  
Consider Authorizing Staff to Advertise for Bid Proposals for the San Jose Street Rehabilitation Project [CC] 49
12. Consider Authorizing a \$9,800 Appropriation from the Federal Asset Forfeiture Fund to Send a Member of the Command Staff to the California Police Chiefs’ Executive Leadership Institute at Drucker [CC] 51
13. Consider Extending Two Terms on the Planning Commission by One Year to Reestablish a Regular Schedule of Odd-Year Vacancies on the Planning Commission in Contrast with the Regular Schedule of Even-Year Vacancies on the Community Activities Commission [CC] 52

C. Agreements	
1. Consider Approval of Agreement No. 19-25 with San Bernardino County Transportation Authority, a Right-of-Way Contract for the Purchase of Real Property from the City for Construction of the I-10 Corridor Project [CC]	54
2. Consider Approval of Agreement No. 19-27, Amendment No. 1 to Agreement No. 18-38 with Ontario-Montclair School District to Provide Extended-Day Kindergarten Programs [CC]	67
D. Resolutions	
1. Consider Adoption of Resolution No. 19-3231 Declaring the Need for Emergency Contracting Procedures and Storm Drain Inlet Installation at the Community Center Gymnasium [CC]	
Consider Approval of Agreement No. 19-23 for the Gymnasium Storm Drain Inlet Project to Sully Miller Contracting Company in the Amount of \$27,800 [CC]	
Consider Authorizing a \$30,000 Appropriation from the Contingency Fund for the Gymnasium Storm Drain Inlet Project [CC]	69
2. Consider Adoption of Resolution No. 19-3233 Donating Union Pacific Caboose No. Up25392 Located at Spirit of Freedom Plaza to the Railway and Locomotive Historical Society of Southern California [CC]	81
<b>IX. PULLED CONSENT CALENDAR ITEMS</b>	
<b>X. BUSINESS ITEMS — None</b>	
<b>XI. RESPONSE — None</b>	
<b>XII. COMMUNICATIONS</b>	
A. City Department Reports	
1. Human Services Department — Upcoming Programs & Events	
B. City Attorney	
1. Request to Meet in Closed Session Pursuant to Government Code §54956.9(d)(1) Regarding Pending Litigation [CC]	
<i>Molitar v. City of Montclair</i>	
2. Request to Meet in Closed Session Pursuant to Government Code §54956.9(d)(2) Regarding Potential Litigation [CC]	
<i>1 Potential Case</i>	
C. City Manager/Executive Director	
D. Mayor/Chairperson	
E. Council/SA Board/MHC Board/MHA Commission/MCF Board	
F. Committee Meeting Minutes ( <i>for informational purposes only</i> )	
1. Public Works Committee Meeting— September 20, 2018 [CC]	86
2. Public Works Committee Meeting— January 17, 2019 [CC]	89
3. Personnel Committee Meeting— March 4, 2019 [CC]	105

**XIII. CLOSED SESSION**

**XIV. ADJOURNMENT**

*The next regular joint meeting of the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board will be held on Monday, April 1, 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 March 14, 2019.*



In short, the FCC placed shortened time frames, or “shot clocks,” and other requirements, such as those related to aesthetic standards, on local review of wireless facility installations. Most of the FCC Order went into effect on January 14, 2019, and the portion related to aesthetic standards for wireless installations will go into effect on April 15, 2019.

Among other requirements, the FCC declaratory order and ruling will have the following effects:

1. If a city does not render a decision on a small wireless facility application within a specified time period (60 days for installations on existing structures, and 90 days for new structures), the failure to meet the deadline for action will be presumed to violate federal law (both a failure to act within a reasonable period of time and an effective prohibition of personal wireless services).
2. All fees (including permit fees and rental fees for use of government-owned infrastructure, such as streetlights) must be based on a reasonable approximation of the local government’s costs, such that only objectively reasonable costs are factored into those fees, and fees are no higher than the fees charged to similarly situated competitors in similar situations.
  - a. The FCC created “safe harbors” of presumptively reasonable fee levels that include: non-recurring fees equal to \$500 for a single application for up to five collocations, plus \$100 for each additional collocation facility, and \$1,000 for each new pole. Recurring fees are presumed reasonable if equal to \$270 per facility/per year, including the fee for attachment to municipal infrastructure and use of ROW.
3. Aesthetic standards, including undergrounding, will not be preempted if they are:
  - (a) reasonable;
  - (b) no more burdensome than those applied to other types of infrastructure deployments; and
  - (3) objective and published in advance.

Another FCC Order that was released in August 2018 prohibits cities from imposing a moratorium on wireless installations, which means that there can be no pause in accepting or processing applications to allow a city to study and address potential issues. As a result, the City needed to immediately assess its existing wireless ordinance. The City’s existing wireless ordinance (Chapter 11.73 of the MMC), adopted in 2003, primarily focused on the development of macro cell (e.g. “monopines or monopalms”) facilities on private property. As such, the Ordinance did not adequately address so-called “small cell technology,” allow the placement of antennas in the public ROW, or have a review and permitting process that would allow the City to meet the new FCC shot clocks.

Since 2003, cell phone use and capabilities have increased to the point that additional wireless broadband infrastructure is needed to meet the growing demand for data capacity and speed, particularly in populous areas throughout the country. Hence, small cell facilities, typically taking the form of small antennas (3–4 feet tall) attached to existing infrastructure (such as utility poles) within the public ROW, have become the new method of antenna deployment around the country. Currently, 4G (Fourth Generation) is the antenna technology in widespread use, but the implementation of 5G technology is not far off.

Like a “macro” cell-site facility, a small cell facility transmits a wireless signal to and from a defined area. Because a small cell uses lower power than a traditional macro cell, it also provides coverage to a significantly smaller space. Small cells present two key benefits. First, networks that employ small cells often use spectrum more efficiently, which leads to capacity gains. For example, a network of 10 small cells can use the same spectrum as a single macro cell and have 10 times the overall capacity. Second, because of their size, a small cell may fit where it would be impossible or infeasible to place a macro cell. Providers currently use small cells to cover targeted indoor or outdoor areas, including stadiums, shopping malls, hospitals, and other outdoor spaces.

### Proposed Ordinance

Proposed Ordinance No. 19-980 and the separate set of Design Standards would provide a permitting process for wireless facilities in the public ROW and aesthetic standards for deploying small cell facilities within the public ROW, consistent with the FCC Order. The Ordinance would:

1. Comply with new federal regulations that have taken effect related to the deployment of small cell facilities (as referenced above).
2. Provide for the development of aesthetic standards to address both aesthetic and location preferences. The Design Standards, which are discussed below in more detail, are proposed to be adopted by Resolution to give the City the ability to quickly respond and modify standards as necessary to address future changes/developments in technology.
3. Outline permit and process requirements that allow the City to meet the short approval timeframes (i.e., “shot clocks”) set by the FCC.
4. Require a City-issued Encroachment permit and/or Construction Permit for the installation of small cell antennas within the public ROW. Since Southern California Edison (SCE) and other utility companies own nearly all of the existing streetlights, utility poles, hydrants, etc., within the public ROW, it is the responsibility of applicants to obtain prior permission from these entities to utilize their structures for attaching and operating a small cell facility.

### Design Standards

Though most of the FCC Order is currently in effect, the Order allows local governments to set aesthetic standards for wireless facility installations, per the criteria mentioned above, by April 15, 2019. Under federal law, design regulations cannot materially prohibit the provision of wireless services. The purpose of the proposed Design Standards is to establish general aesthetic requirements and standards to assure a greater degree of visual compatibility and consistency for small cell facilities installed within the public ROW. Small cell facilities not installed within the public ROW are not bound to the requirements of these Standards, but are subject to the provisions of the City’s Wireless Telecommunications Ordinance in Chapter 11.73 of the MMC.

The Standards cannot dictate a specific solution for use in every case, but they illustrate the desired level of design quality that the City envisions. The graphics included in the document are meant to convey what is “encouraged” and what is “discouraged” for small cell installations. The proposed Standards may be amended from time to time to respond to improvements in design and/or technology.

Although the proposed Design Standards contain the full details pertaining to the installation of small cell facilities in the public ROW, the basic elements of these Standards are summarized below:

1. CITY REVIEW – The City’s Public Works Department is the responsible entity for permitting any infrastructure, object, or construction in the public ROW. Given the concern for aesthetics, according to the proposed Ordinance, the Community Development Director, or his or her designee, will administer the newly-added Chapter 9.105 of the City Code.
2. LOCATION CRITERIA – Although the City recognizes that the siting of small cell facilities is largely dictated by wireless service providers in response to customer need, terrain, and radio frequency modeling results, the City seeks to minimize the amount of new infrastructure placed in the public ROW. Carriers are encouraged to utilize existing utility structures for wireless networks to the maximum extent feasible. Existing utility poles are already standing, are of adequate height for antennas in most cases, and have electrical power nearby.

The Design Standards prohibit small cell facilities from being attached to traffic signal/control poles, utility lines (wires), on new wood poles erected solely for the placement of a small cell facility, and they prohibit the use of freestanding electrical pedestals.

3. STANDARD DESIGN CRITERIA – The general intent for developing the Standards is to preserve the character of the City’s neighborhoods and corridors by encouraging installations that blend into the existing streetscape as much as possible. While it is impossible to create a design that works for every potential situation and for each carrier’s equipment, the intent of the Standards is to reduce the potential for visually-disruptive installations. Design criteria contained in the Standards includes, but are not limited to, the following:
  - a. Match the aesthetics and alignment of the existing street and utility structures in the public ROW of the neighborhoods adjacent to proposed small cell facility location(s).
  - b. Standardize pole design elements, such as color and location, to meet the intent and character of existing infrastructure in the public ROW.
  - c. Prefer small cell facilities that do not require new power poles or overhead wires to be served.
  - d. Limit pole heights to match existing street lighting and other poles in the public ROW in the vicinity of the proposed small cell facility, as much as possible.
  - e. Enclose antennas and associated equipment as much as possible to minimize visual impact.
  - f. In any Specific Plan Area (i.e., North Montclair Downtown Specific Plan), or a neighborhood with unique streetlight assemblies, new small cell facilities may only be allowed if the applicant can demonstrate that the small cell installation can effectively match the existing streetlight aesthetics in terms of the design, colors, height and size. Unique assemblies may include, without limitation, mast arms, decorative pole bases, architectural luminaires, mounting heights, and pole colors.



City staff has met with representatives of a number of wireless carriers who are interested in submitting applications to install small cell facilities within the City. The wireless carriers and SCE were sent copies of the proposed Ordinance and Design Standards for their review and comments. Staff received comments from legal counsel representing Verizon and Crown Castle suggesting revisions to the proposed Ordinance and Design Guidelines. These comments were referred to the City’s special counsel at Best, Best & Krieger (BBK), who specialize in telecommunications law and have been assisting staff with the proposed Ordinance and Standards. The proposed Ordinance was modified to address the carriers’ comments and concerns based on BBK’s recommendations.

**FISCAL IMPACT:** The proposed Ordinance includes provisions for cost recovery fees in reviewing applications for small cell facilities. The proposed fees are contained in a separate Resolution, proposed Resolution No. 19-3229, and are described below:

<u>New Fees Related to Small Cell Facilities Within the Public ROW</u>	
<u>Non-Recurring Fees</u>	
<ul style="list-style-type: none"> <li>• Collocation to existing pole/structure(s). Limit one collocation per application submittal. <span style="float: right;">\$500</span></li> <li>• For each application above five, \$100 additional per application. <span style="float: right;">\$100</span></li> <li>• New Construction (new pole or structure installation), per application. <span style="float: right;">\$1,000</span></li> </ul>	
<u>Recurring Fees</u> (for use of space on City-Owned Poles), per year	\$270 per pole
<u>Appeal Fee</u>	\$200

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

1. Adopt Ordinance No. 19-980 adding Chapter 9.105 to the Montclair Municipal Code pertaining to the installation of wireless “small cell” technology within the public right-of-way, amending Chapter 9.02 to add definitions, and amending a portion of Chapter 11.73 to eliminate conflicting language; and
2. Adopt Resolution No. 19-3228 establishing Design Guidelines for small cell facilities within the public right-of-way; and
3. Adopt Resolution No. 19-3229 establishing permit fees, appeal fees, and other fees relating to Small Cell Facilities within the public right-of-way.

**ORDINANCE NO. 19-980**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA, ADDING CHAPTER 9.105 TO THE MONTCLAIR MUNICIPAL CODE PERTAINING TO THE INSTALLATION OF WIRELESS "SMALL CELL" TECHNOLOGY WITHIN THE PUBLIC RIGHT-OF-WAY; AMENDING CHAPTER 9.02 TO ADD DEFINITIONS; AND AMENDING A PORTION OF CHAPTER 11.73 TO ELIMINATE CONFLICTING LANGUAGE**

**WHEREAS**, the City of Montclair, California ("City") is a municipal corporation, duly organized under the California Constitution and laws of the State of California; and

**WHEREAS**, pursuant to the police powers delegated to it by the California Constitution, the City is authorized to enact laws which promote the public health, safety, and general welfare of its citizens; and

**WHEREAS**, the Telecommunications Act of 1996 makes it unlawful for local government to prohibit, or have the effect of prohibiting, the "provision of personal wireless service," prevents local government from "unreasonably discriminating among providers of functionally equivalent services," and requires that local government "act on any authorization to place, construct or modify wireless service facilities within a reasonable period of time; and

**WHEREAS**, the next generation of wireless technology increasingly being deployed is typically referred to as "small cells;" and

**WHEREAS**, generally, the term "small cell" refers to the smaller coverage area of the wireless signal rather than the traditional macro-cell towers that can cover miles in each direction; and

**WHEREAS**, small cell facilities are often proposed to be attached to structures within public rights-of-way (ROW), including utility and light poles and other street furniture; and

**WHEREAS**, on October 15, 2018, the Federal Register published Federal Communications Commission (FCC) order on the *Accelerating Wireless and Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment* (hereafter referred to as FCC 18-133); and

**WHEREAS**, the intent of FCC 18-133 is to implement Congress's vision for a consistent national policy framework to guide the deployment of next-generation of wireless facilities across the nation; and

**WHEREAS**, among other things, FCC 18-133 places new limitations on local authority to regulate small cells including new shot clocks for acting on applications and limits on fees which went into effect on January 14, 2019, and limits on aesthetic standards which go into effect on April 15, 2019; and

**WHEREAS**, the existing wireless regulations in Chapter 11.73 of the Montclair Municipal Code do not fully address the topic of small cell wireless telecommunication facilities being installed within the public right-of-way and the limitations in FCC 18-133; and

**WHEREAS**, the City Council deems it to be necessary and appropriate to provide for certain standards and regulations relating to the location, placement, design, construction and maintenance of small cells and other structures within the City's public rights-of-way, and providing for the enforcement of said standards and regulations, consistent with federal and state law limitations on that authority; and

**WHEREAS**, pursuant to Sections 9.16.010 and 9.16.100 of the Montclair Municipal Code the City Engineer is authorized to review and approve all work conducted within the public right-of-way, including the erection of utility poles for the stringing of wires for telephone, telegraph or electrical service, or for any other purpose; and

**WHEREAS**, this ordinance adds Chapter 9.105 to Chapter 9 of the Municipal Code to address small cell wireless telecommunication facilities being installed within the public right-of-way and requiring that such facilities comply with design guidelines and applicable fees as adopted by separate resolutions of the City Council; and

**WHEREAS**, this ordinance adds to the glossary of Chapter 9.02 a series of new terms related to this subject; and

**WHEREAS**, Chapter 11.73 contains conflicting language on regulation of wireless in the public right-of-way which is removed by this ordinance.

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED** by the Montclair City Council:

**SECTION I.** The foregoing Recitals are adopted as findings of the City Council as though set forth in fully within the body of this ordinance.

**SECTION II.** The Montclair Municipal Code for the City of Montclair ("Code") shall be amended to add new definitions to Chapter 9.02 ACRONYMS AND DEFINITIONS, Section 9.02.020 (Definitions) as follows:

**Abandoned** means any Small Cell Facilities or Wireless Support Structures that are unused for a period of one hundred eighty (180) days without the Operator otherwise notifying the City and receiving the City's approval.

**Antenna** means communications equipment that transmits or receives radio frequency signals.

**Applicant** means any Person applying for a Small Cell Permit under Chapter 9.105.

**Base Station** shall have the meaning as set forth in 47 C.F.R. Section 1.6100(b)(1).

**Collocation** or **Collocate** means the same as defined by the Federal Communications Commission in 47 C.F.R. § 1.6002(g)(1) and (2), as may be amended.

**Decorative Pole** means a pole, arch, or other structure, except for a street light pole, placed in the public right-of-way that is specifically designed and placed for aesthetic purposes and on which no appurtenances or attachments have been placed except for any of the following (a) electric lighting; (b) specially designed informational or directional signage; (c) temporary holiday or special event attachments.

**Design Standards** means those detailed design standards, specifications and examples adopted by the City Council pursuant to Chapter 9.105 related to the design and installation of Small Cell Facilities.

**Eligible Facilities Request** shall have the meaning as set forth in 47 C.F.R. Section 1.6100(b)(3).

**Meter Pedestal** means the housing for the main source of power and distribution of panels for building, streetlights, parks and other uses.

**Permittee** means the Applicant issued a Small Cell Permit pursuant to this Chapter.

**Person** means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit.

**Personal wireless service** means the same as defined in 47 U.S.C. § 332(c)(7)(C)(i), as may be amended, which defines the term as commercial mobile services, unlicensed wireless services and common carrier wireless exchange access services.

**Public right-of-way** means the surface of, and the space within, through, on, across, above, or below, any public street, public sidewalk, public boulevard, public parkway, and any other land dedicated or otherwise designated for a compatible public use, which is owned or controlled by the City of Montclair.

**Small Cell Facility** shall mean a type of wireless infrastructure comprised of small antennas that are placed on existing or new vertical infrastructure (such as utility poles) within the public right-of-way, and which are accompanied by equipment installed on the pole, on or below the ground.

More specifically, a Small Cell Facility shall meet all of the following requirements:

- a. The facility
  - i. Is mounted on a structure 50 feet or less in height, including antennas, as defined in 47 C.F.R. Section 1.1320(d); or
  - ii. Is mounted on a structure no more than 10 percent taller than other adjacent structures; or
  - iii. Does not extend existing structures on which it is located to a height of more than 50 feet or by more than 10 percent, whichever is greater;
- b. Each antenna associated with the deployment, excluding associated antenna equipment (as defined in the definition of antenna in 47 C.F.R. Section 1.1320(d)), is no more than three (3) cubic feet in volume;
- c. All other wireless equipment associated with the facility, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is cumulatively no more than twenty-eight (28) cubic feet in volume;
- d. The facilities does not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in 47 C.F.R. Section 1.1307(b);
- e. The facility is not located on Tribal lands, as defined under 36 CFR 800.16(x); and
- f. The facility does not require antenna structure registration under 47 C.F.R. Part 17.

**Small Cell Permit** means the non-exclusive grant of authority issued by the City of Montclair to install a Small Cell Facility in a portion of the Public right-of-way in accordance with Chapter 9.105.

**Support Structure** means any structure capable of supporting a Base Station.

**Tower** means any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for personal wireless services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site. This definition does not include Utility Poles.

**Utility Pole** means a structure that is designed for, or used for the purpose of, carrying lines, cables, or wires for electric or telecommunications service. "Utility pole" excludes street signs, street light poles, and Decorative poles.

**Wireless Facility** means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including, without limitation, all of the following:

- a. Equipment associated with wireless communications;
- b. Radio transceivers, Antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration;
- c. Associated towers, support structures, or base stations; and
- d. The term does not include Coaxial or fiber-optic cable that is not immediately adjacent to or directly associated with a particular Antenna and equipment.

**SECTION III.** The Montclair Municipal Code for the City of Montclair ("Code") shall be amended to add a new Chapter 9.105 entitled "SMALL CELL FACILITIES IN THE PUBLIC RIGHT-OF-WAY" as follows:

**9.105.10 Purpose and intent.**

The purpose of this chapter is to establish procedures and standards, consistent with all applicable federal, state, and local laws for small cell facilities and eligible facilities

requests in the City's public right-of-way and to ensure that facilities are carefully located, designed, constructed, modified, maintained, unified, and removed when no longer in use in conformance with all applicable health, safety, and welfare regulations.

A. Exemptions.

1. In the event that there is an emergency, disaster, special event, or other extenuating circumstances, the Community Development Director may exempt from the requirements of this chapter the installation of a "cell on wheels," "cell on truck," or a similar structure for a temporary period in connection with the emergency or event, but no longer than required for the emergency or event, provided that installation does not involve excavation, movement, or removal of existing facilities.

2. The placement or modification of Wireless Facilities by the City or by any other agency of the state solely for public safety purposes.

**9.105.20 General Requirements**

The following requirements shall apply to Wireless Facilities, as defined in Section 9.02.020 of the Montclair Municipal Code, which are proposed for installation within the public right-of-way:

- A. The permitting procedures and authorizations set forth in this chapter shall apply only to Small Cell Facilities and Eligible Facilities Requests in the public right-of-way. Except for small cell facilities, facilities qualifying as eligible facilities requests, exempt facilities, or any other type of facility expressly allowed in the public right-of-way by state or federal law, no other Wireless Facilities shall be permitted pursuant to this Chapter.
- B. No Person shall occupy or use the Public right-of-way without first obtaining City approval and appropriate permit(s), per the provisions of Chapter 9.105 of the Montclair Municipal Code, and any requisite consent of the City. Before placing Wireless Facilities in the public right-of-way (other than exempt facilities), an Applicant must apply for and receive all necessary approvals and permits, including, but not limited to, a general encroachment permit for work within public right-of-way as provided under Chapter 9 of the Montclair Municipal Code.
- C. In occupying or using the public right-of-way, no Person shall compromise the public health, safety, and welfare.
- D. Nothing in this chapter precludes the City from applying its generally applicable health, safety, and welfare regulations when granting a permit for a Wireless Facility in the City's public right-of-way.
- E. Any wireless facility already existing in the public right-of-way as of the date of this Chapter's adoption shall remain subject to the provisions of the Montclair Municipal Code in effect prior to this Chapter, unless and until a renewal of such then-existing permit is granted, at which time the provisions of this Chapter shall apply in full force going forward as to such facility. The review of any request for a renewal of a permit for such pre-existing wireless facilities shall be conducted pursuant to this Chapter, rather than the portion(s) of the Municipal Code under which it was previously reviewed.

**9.105.30 Administration**

Community Development Director ("the Director") or his or her designee is responsible for administering this Chapter. As part of the administration of this Chapter, the Director may:

- 1. Interpret the provisions of this Chapter and the Design Standards;
- 2. Develop forms and procedures for submission of Applications consistent with this Chapter;
- 3. Determine the amount of and collect, as a condition of the completeness of any Application, any fee established by this Chapter in accordance with applicable laws and regulations;

4. Establish deadlines for submission of information related to an Application, and extend or shorten deadlines where appropriate and consistent with state and federal laws and regulations;
5. Issue any notices of incompleteness, requests for information, or conduct or commission such studies as may be required to determine whether a permit should be issued;
6. Require, as part of, and as a condition of completeness of any application, notice to members of the public that may be affected by the Application; and
7. Take such other steps as may be required to timely act upon Applications, including issuing written decisions and entering into agreements to mutually extend the time for action on an application.

#### **9.105.40 Application and Approval Process**

- A. Pre-Application Conference. A pre-submittal conference with City staff and potential Applicants is strongly encouraged to discuss potential project applications on a conceptual level.
- B. Application Required. Prior to installation, modification, relocation or removal of a Wireless Facility in the public right-of-way, the Applicant shall apply to the City in-person and receive approval from the City.
- C. Required Application Materials. An applicant shall submit an application on the form approved by the Community Development and Public Works Departments, which may be updated from time-to-time, but in any event shall require the submission of all required fee(s), documents, information, and any other materials necessary to allow the City to make required findings and ensure that the proposed facility will comply with applicable federal and state law and the Montclair Municipal Code, and will not endanger the public health safety, or welfare. Application forms shall be obtained from the Department of Community Development.
- D. Application Processing Fee. An application processing fee shall be collected at the time an Application is submitted for review and approval. The fee amount shall be in conformance with the limits prescribed by law and/or the established fee resolution of the City of Montclair.
- E. Incompleteness. Applications will be processed to determine completeness and consistency with all applicable federal, state, and local laws. If an application is incomplete, the Community Development Department and/or Public Works Department shall notify the applicant in writing of the specific deficiencies with the submitted application and/or materials.
- F. Application Approval. The final review and determination regarding a complete application shall be made by the Director.
  1. Except for Eligible Facilities Requests, the Director shall approve an application if, on the basis of the application and other materials or evidence provided in review thereof, they find the following:
    - a. Safety and compliance of the design of the proposed facilities, relevant structures, landscaping, luminaries and other site features which may include functional aspects of the site development, including compliance with any applicable design standards, as adopted by resolution of the City Council; and
    - b. Compliance with all applicable requirements and standards of state and federal law; and
  2. For eligible facilities requests, the Director shall approve an application if, on the basis of the application and other materials or evidence provided in review thereof, it finds the following:
    - a. That the application qualifies as an eligible facilities request; and

- b. That the proposed facility will comply with all generally-applicable laws.
3. Application approval shall not be construed to waive standard permit fees for building or public works permits authorizing construction activities conducted within the City.
4. Decisions shall be in writing and include the reasons for the decision.
5. The Director is authorized, in his or her discretion, to select and retain independent consultant(s) with expertise in telecommunications in connection with the review of any application under this Chapter. Such independent consultant review may be retained on any issue that involves specialized or expert knowledge in connection with an application, including, but not limited to, application completeness or accuracy, structural engineering analysis, or compliance with FCC radio frequency emissions standards.

#### **9.105.50 Design Standards**

The City Council shall adopt by resolution detailed Design Standards to provide guidance and a degree of consistency in the design of small cell facilities proposed for placement within the public right-of-way. The guidelines are not intended to dictate a one-size fits all approach for use at all times and/or for all potential locations, but to illustrate how small cell facilities can be aesthetically integrated into the existing public streetscape and neighborhood character with the least amount of adverse visual impact as possible.

In the event that strict compliance with any provision contained in the approved Design Standards, as applied to a specific proposed Small Cell Facility, would effectively prohibit the provision of personal wireless services, the Director may grant exceptions from strict compliance. All waivers approved pursuant to this subsection shall be (1) granted only on a case-by-case basis; and (2) narrowly-tailored to minimize deviation from the requirements of the adopted Design Standards.

#### **9.105.60 Standard Conditions of Approval**

All applications approved to install a small cell facility within the public right-of-way shall be subject to the following standard conditions of approval, in addition to any supplemental conditions imposed by the City and other sections of this Ordinance, unless modified by the Director:

- A. Installation Time Frame. Approved small cell facilities within the public right-of-way shall be fully complete per approved plans within 180 days from the date of approval.
  1. An applicant may submit a written request for a time extension to the Community Development Director for an extended time frame not to exceed 180 days from the last day of the previous approval time frame.
  2. Requests for a time extension shall be submitted in writing to the Community Development Director at least 10 calendar days prior to the expiration date of the initial small cell facility approval date. Requests for the time frame extension shall provide a reason for the delay.
  3. Failure to complete the project within above specified periods shall deem the project approval null and void and require the removal of all work performed in the right-of-way or require the submittal of a new project application and payment of associated fees, including the cost for new building and/or public works permits.
- B. Permit Duration. A small cell permit shall be valid for a period of ten (10) years, unless pursuant to another provision of the Code or these conditions, it expires sooner or is terminated. At the end of ten (10) years from the date of issuance, such Permit shall automatically expire, unless an extension or renewal has been granted. A person holding a small cell permit must either (1) remove the small cell facility within thirty (30) days following the permit's expiration (provided that removal of support structure owned by City, a utility, or another entity authorized to maintain a support structure in the right-of-way need not be removed, but must be restored to its prior condition, except as specifically permitted by the City); or (2) at least ninety (90) days prior to expiration, submit an application to

renew the small cell permit, which application must, among all other requirements, demonstrate that the impact of the small cell facility cannot be reduced. The small cell facility must remain in place until it is acted upon by the City and all appeals from the City's decision exhausted.

- C. Other Permits Required. Upon the approval a Small Cell Facility Application, and prior to the commencement of work in the public right-of-way, the applicant shall obtain all required public works and/or building permits to construct and/or install the approved Small Cell Facility and pay all applicable fees.
- D. Insurance. Permittees obtaining a permit to install a small cell facility in the public right-of-way, its successors and assigns, at its expense, and without cost to the City, shall procure and maintain a single limit commercial general liability insurance policy for bodily injury and property damage and general aggregate amount as determined by the City Risk Manager. All coverages are to be arranged on an occurrence basis and include coverage for those hazards normally identified during construction. All insurance coverage required herein shall be written in a form and by a company or companies reasonably approved by the Risk Manager of the City of Montclair and authorized to do business in the State of California. All such insurance policies shall be specifically endorsed to include all liability assumed by the Permittee hereunder and shall name the City of Montclair as an additional insured as its interest may appear under this Permit.
- E. Transferability. The approval to operate a small cell facility within the public right-of-way may be transferred to a new person upon written notice to the City if no change to the physical configuration of the approved facility is proposed. A new person seeking to make changes to the physical components of an existing approved facility and/or desiring to upgrade to new technology may be subject to the requirement of submitting a new application and review process to utilize the subject location.
- F. Emergency Contact and Access. The Permittee shall provide a contact person and phone number where a live individual can be contacted in the event of an emergency. In the event of an emergency, the City or its designee may enter onto the facility to inspect upon a 24 hours' notice to the Permittee. The permittee shall cooperate with all inspections and may be present for any inspection of its facility by the City. The City reserves the right to enter or direct its designee to enter the facility and support, repair, disable, or remove any elements of the facility in emergencies or when the facility threatens imminent harm to persons or property.
- G. Maintenance. The Permittee shall continually maintain the appearance of all components related to the small cell facility or wireless support structure. A description of the anticipated maintenance and monitoring program for the antennae and back-up equipment, including frequency of maintenance services, back-up service plans for disruption of service due to repair, maintenance or monitoring activities shall be provided to the City and kept on file for reference at any time.
- H. Generally Applicable Health and Safety Regulations. All Small Cell Facilities shall be designed, constructed, operated, and maintained in compliance with all generally applicable federal, state, and local health and safety regulations, including, without limitation, all applicable regulations for human exposure to RF emissions.
- I. No Liability. The City shall not be liable to the Permittee by reason of inconvenience, annoyance, or injury to the Small Cell Facilities and related ground or pole-mounted equipment or activities conducted by the Permittee therefrom, arising from the necessity of repairing any portion of the public right-of-way, or from the making of any necessary alteration or improvements, in or to, any portion of the Public right-of-way, or in, or to, City's fixtures, appurtenances, or equipment.
- J. Signal Interference Prohibited. In the event that a Permittee's Small Cell Facility interferes with the public safety radio system, or the City's or State of California's traffic signal system, then the Permittee shall, at its cost, immediately cooperate with the City to either rule out Permittee as the interference source or eliminate the interference. Cooperation with the City may include, but shall not be limited to, temporarily switching the transmission equipment on and off for testing.



- K. Annual Fee for Use of City-Owned Structures. For small cell facilities installed on City-owned structures, the Permittee shall be required to pay the annual fee established in the master license agreement with the City.
- L. Annual Certification. On or before January 15<sup>th</sup> of every year after commencing operations, the Permittee shall submit written confirmation to the City that each facility is operating as approved. The certification shall indicate that the facility is operating as approved and that the facility complies with the most current FCC safety standards.
- M. Indemnification. The Permittee and, if applicable, the owner of the property on which the Small Cell Facilities or Wireless Support Structures in the Public right-of-way are installed shall indemnify, protect, defend, and hold the City and its elected officials, officers, employees, agents, and volunteers harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees to include reasonable attorney fees and costs of defense, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury or death, property damage or other harm for which recovery of damages is sought, to the extent that it is caused by the negligence of the Permittee who owns or operates Small Cell Facilities and wireless service in the Public right-of-way, any agent, officer, director, representative, employee, affiliate, or subcontractor of the Permittee, or their respective officers, agents, employees, directors, or representatives while installing, repairing, or maintaining facilities in the Public right-of-way.
- N. Surety Bond. All owners must procure and provide to the City a bond, or provide proof of an equivalent financial mechanism, to ensure compliance with all provisions of this Chapter. The bond must be maintained for as long as the owner has Small Cell Facilities and/or Wireless Support Structures located in the Public right-of-way. The bond or equivalent financial method must specifically cover the cost of removal of unused or Abandoned Small Cell Facilities, Wireless Support Structures, and all other related facilities and equipment, based on the greater of two contractors' quotes for removal that are provided by the Permittee, and damage to City property caused by a Permittee or its agent of each Small Cell Facility and/or Wireless Support Structure in case the City has to remove or pay for its removal. Two acceptable alternatives to a bond include a funds set-aside and a letter of credit.
- O. Priority of City Right-of-Way Improvements. All small cell facilities located and/or utilizing existing structures, within the public right-of-way are subject to modification and/or relocation as the result of right-of-way improvements due to:
1. New development on private property requiring or conditioned to underground existing overhead wires and utility poles; or
  2. Implementation of a City Council approved capital improvement project (CIP) necessitating removal or placement of existing overhead wires, utility poles, and/or other structures underground.
- P. Relocation of A Small Cell Facility. The relocation of any small cell facility shall require the submittal and approval of a new project application and payment of associated processing and permit fees.
- Q. City Removal for Safety and Imminent Danger Reasons. In the event that the installation or operation of a small cell facility is determined by the City Engineer or Building Official to pose an imminent danger to the public, health, safety, or welfare, then the City may:
1. Order the Permittee to take immediate action, at the Permittee's sole cost and expense, to remedy the dangerous condition(s), including the requirement to disconnect, remove, or relocate all, or a component of, the applicable Small Cell Facility; or
  2. Upon the failure of the Permittee to promptly remedy the dangerous condition, the City, at the Permittee's sole cost and expense, may take appropriate action to address the dangerous condition(s), including the disconnection, removal, or relocation of any component of the Small Cell.

- R. Removal/Abandonment of Facilities. Any small cell facility that ceases to be operational for a period of more than 180 days, without due cause as approved by the City, shall be considered to be abandoned. Abandoned facilities shall, at the Permittee's sole cost and expense, be removed in its entirety from the public right-of-way, with 60 days or notice from the City.
- S. Restoration. The Permittee shall repair, at its sole cost and expense, any damage to the public right-of-way, any facilities or landscaping located within the Public right-of-way, and/or the property of any third party resulting from the Permittee's installation, removal, or relocation activities (or any other of the Permittee's activities hereunder) within ten (10) calendar days following the date of such activities. Restoration of the public right-of-way and such property must be to substantially the same condition as it was immediately before the date that the Permittee was granted a Small Cell Permit for the applicable location, or did the work at such location (even if the Permittee did not first obtain a Small Cell Permit). This includes restoration or replacement of any damaged trees, shrubs, or other vegetation. Such repair, restoration, and replacement shall be subject to the approval of the Community Development Director and/or Public Works Director.
- T. Changes in State or Federal Standards and Regulations. When required by any revised applicable state or federal standards and regulations, the owners of the Small Cell Facilities governed by this chapter shall bring any facilities and/or structures into compliance with the revised standards and regulations within six months of the effective date of the standards and regulations, unless a different compliance schedule is mandated by the regulating agency. Failure to bring Small Cell Facilities into compliance with any applicable revised standards and regulations shall constitute grounds for removal at the owner's expense.
- U. Tree and Vegetation Trimming. The Permittee and its contractors and agents shall obtain prior written permission from the City Public Works Director before removing or trimming any trees or other vegetation in the public right-of-way to install or maintain clearances for a small cell facility. When trimming trees or vegetation on private property, the Permittee and its contractors and agents shall notify the City and obtain prior written permission from the affected property owner(s). Improper pruning or "topping" of trees is prohibited and may result in fines and/or require replacement of the tree, at the Permittee's sole cost and expense, to the satisfaction of the Community Development Director. The City shall not be liable for any damages, injuries, or claims arising from the Permittee's actions under this section.
- V. Noise. The Permittee is required to incorporate ambient noise suppression measures and/or to place the equipment in locations less likely to impact adjacent residences or businesses to ensure compliance with all applicable noise regulations.
- W. Code Compliance. The Permittee shall at all times maintain compliance with all applicable federal, state, and local laws, regulations and other rules, including, without limitation, those applying to the use of public right-of-way.
- X. No waiver of standing. The city's grant of a permit for a small cell facility request does not waive, and shall not be construed to waive, any standing by the city to challenge any FCC orders or rules related to small cell facilities, or any modification to those FCC orders or rules.

#### **9.105.70 Standard Conditions of Approval – Eligible Facilities Requests**

In addition to the conditions imposed by the Director, all permits for an eligible facility requests granted pursuant to this Article shall be subject to the following additional conditions, unless modified by the Director:

1. Permit subject to conditions of underlying permit. Any permit granted in response to an application qualifying as an eligible facilities request shall be subject to the terms and conditions of the underlying permit.
2. No permit term extension. The city's grant or grant by operation of law of an eligible facilities request permit constitutes a federally-mandated modification to the underlying permit or approval for the subject tower or base station. Notwithstanding any permit duration established in another permit condition, the city's grant or grant by operation of law of a eligible

facilities request permit will not extend the permit term for the underlying permit or any other underlying regulatory approval, and its term shall be coterminous with the underlying permit or other regulatory approval for the subject tower or base station.

3. No waiver of standing. The city's grant or grant by operation of law of an eligible facilities request does not waive, and shall not be construed to waive, any standing by the city to challenge Section 6409(a) of the Spectrum Act, any FCC rules that interpret Section 6409(a) of the Spectrum Act, or any modification to Section 6409(a) of the Spectrum Act.

#### **9.105.80 Effect of Partial Invalidity**

The provisions of this Chapter are hereby declared to be severable, and if any section, subsection, or clause of this Chapter is held by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such a ruling shall not affect the other parts of this Chapter that can be given effect.

#### **9.105.90 Penalty**

The City Manager may excuse violations of this Chapter for reasons of *Force Majeure*. For purposes of this section, "*Force Majeure*" means a strike, acts of God, acts of public enemies, orders of any kind of a government of the United States of America or of the State of California or any of their departments, agencies, or political subdivisions; riots, epidemics, landslides, lightning, earthquakes, fires, tornadoes, storms, floods, civil disturbances, explosions, partial or entire failure of utilities or any other cause or event not reasonably within the control of the Permittee, but only to the extent the disabled party notifies the other party as soon as practicable regarding such Force Majeure and then for only so long as and to the extent that, the Force Majeure prevents compliance or causes non-compliance with the provisions hereof.

**SECTION IV.** Chapter 11.73 of the Montclair Municipal Code shall be amended as follows:

Amend the first sentence of Section 11.73.020 to read: This Chapter applies to all wireless telecommunications facilities existing and proposed to be located within the corporate boundary of the City of Montclair, except wireless telecommunications facilities in the public right-of-way which are subject to Chapter 9.105.

**SECTION V.** Section 11.73.020 of the Montclair Municipal Code shall be amended as follows:

Strike the following sentence: "These regulations shall also apply to wireless telecommunications facilities within public rights-of-way except as prohibited by State Law."

**SECTION VI.** Section 11.73.030 - Definitions of the Montclair Municipal Code shall be amended to delete the definition of "Micro-cell network" in its entirety.

**SECTION VII.** Chapter 11.73.090(D) of the Montclair Municipal Code shall be amended as follows:

Strike the entire bottom row of the Table.

#### **SECTION VIII. Environmental Review.**

This Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The Ordinance does not authorize any specific development or installation on any specific piece of property within the City's boundaries. Moreover, when and if an application for installation is submitted, the City will at that time conduct preliminary review of the application in accordance with CEQA. Alternatively, even if the Ordinance is a "project" within the meaning of State CEQA Guidelines section 15378, the Ordinance is exempt from CEQA on multiple grounds.

First, the Ordinance is exempt from CEQA because the City Council's adoption of the Ordinance is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. (State CEQA Guidelines,

§ 15061(b)(3)). That is, approval of the Ordinance will not result in the actual installation of any facilities in the City. In order to install a facility in accordance with this Ordinance, the applicant would have to submit an application for installation of the small cell facility. At that time, the City will have specific and definite information regarding the facility to review in accordance with CEQA. And, in fact, the City will conduct preliminary review under CEQA at that time. Moreover, in the event that the Ordinance is interpreted so as to permit installation of wireless facilities on a particular site, the installation would be exempt from CEQA review in accordance with either State CEQA Guidelines section 15302 (replacement or reconstruction), State CEQA Guidelines section 15303 (new construction or conversion of small structures), and/or State CEQA Guidelines section 15304 (minor alterations to land). The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of San Bernardino within five working days of the passage and adoption of the Ordinance.

**SECTION IX. Effective Date.**

This Ordinance shall become effective thirty days after adoption.

**SECTION X. Posting.**

The City Clerk shall certify to the adoption 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.

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
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. 19-980 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

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

RESOLUTION NO. 19-3228

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA, ESTABLISHING AESTHETIC/DESIGN STANDARDS RELATING TO SMALL CELL FACILITIES LOCATED IN THE PUBLIC RIGHT OF WAY

WHEREAS, the City of Montclair, California ("City") is a municipal corporation, duly organized under the California Constitution and laws of the State of California; and

WHEREAS, pursuant to the police powers delegated to it by the California Constitution, the City is authorized to enact laws which promote the public health, safety, and general welfare of its citizens; and

WHEREAS, on October 15, 2018, the Federal Register published Federal Communications Commission (FCC) order on the *Accelerating Wireless and Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment* (hereafter referred to as FCC 18-133); and

WHEREAS, FCC 18-133 placed new limitations on local authority to regulate small cells including new shot clocks for acting on applications and limits on fees which went into effect on January 14, 2019, and limits on aesthetic standards which go into effect on April 15, 2019; and

WHEREAS, the City Council deems it to be necessary and appropriate to provide for certain standards and regulations relating to the location, placement, design, construction and maintenance of small cells and other structures within the City's public rights-of-way, and providing for the enforcement of said standards and regulations, consistent with federal and state law limitations on that authority; and

WHEREAS, on XX, 2019, the City Council adopted Ordinance No. 19-980 to add Chapter 9.105 to Chapter 9 of the Municipal Code to address small cell wireless telecommunication facilities being installed within the public right-of-way and requiring that such facilities comply with design standards and applicable fees as adopted by separate resolutions of the City Council; and

WHEREAS, City staff prepared aesthetic/design standards as contained in The City of Montclair: Design Standards for Small Cell Facilities in the Public Right-of-Way document (Exhibit 1, attached hereto and incorporated herein).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby adopt The City of Montclair: Design Standards for Small Cell Facilities in the Public Right-of-Way, attached to and incorporated in this Resolution as Exhibit 1.

Effective Date. This Resolution shall be in full force and effect immediately upon adoption.

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. 19-3228 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



# **Design Standards for Small Cell Facilities in the Public Right-of-Way**

Effective: \_\_\_\_\_ 2019

## SECTION A: PURPOSE

The purpose of these Standards is to establish general aesthetic requirements and standards that all small cell facilities installed within the public right-of-way (ROW) must meet. The intent of these requirements and standards complements the criteria established in Chapter 9.105 of the Montclair Municipal Code. Definitions from Chapter 9.105 are incorporated into these Standards, unless otherwise noted. Small cell facilities not installed within the public ROW are not bound to the requirements of these Standards, but are subject to the provisions of the City's Wireless Telecommunications Ordinance in Chapter 11.73 of the Montclair Municipal Code. These Standards are subject to amendment from time to time.

## SECTION B: EXISTING STRUCTURES IN THE PUBLIC RIGHT-OF-WAY

The City does not own or maintain most existing street lighting, utility, or traffic signal poles in the public right-of-way. The majority of current utility poles in the public ROW are the property of Southern California Edison (SCE), and/or other utility companies. It shall be the responsibility of applicants to obtain final agreements from the owners of existing street infrastructure (e.g., lighting, utility, or traffic signal poles, etc.) to utilize these structures for attaching and operating a small cell facility.

Evidence of an approved agreement to utilize a utility provider's structure is a submittal requirement of an application for a small cell facility within the City's public ROW. Deviations from these Standards shall be subject to review and approval on a case-by-case basis by the City prior to installation.

## SECTION C: CITY REVIEW

The City's Public Works Department is the responsible entity for permitting any infrastructure, object, or construction in the public ROW. Given the concern for aesthetics, all applications for small cell facilities within the public ROW shall be subject to joint review and approval by the Montclair Public Works and Community Development Departments. City review shall be for compliance with these Standards and applicable requirements in the City Code.

1. City-Owned Poles/Structures: In addition to an encroachment permit, small cell facilities and equipment placed on new or existing City-owned structures/facilities require a master license agreement with the City as well as the issuance of a Construction Permit and Building Permit (if applicable) issued by the City.
2. Privately-Owned Poles/Structures: In addition to an encroachment permit, small cell facilities and equipment attached to privately-owned utility poles shall require written proof of approval from the owner(s) of the affected pole/structure and the approval of a Construction Permit issued by the Public Works Department.
3. Prior to submitting an application, the applicant shall be responsible to determine that existing poles or other structures are of appropriate size and have sufficient strength to accommodate the additional equipment loads. Permit applications must

include a structural analysis prepared by a licensed structural engineer.

4. Applications shall be limited to a maximum of 10 poles per request. The small cell for each pole must be substantially similar in terms of the antenna and equipment design and placement, and must utilize the same type of pole (e.g. all existing utility poles).

#### SECTION D: LOCATION CRITERIA

The City recognizes that the siting of small cell facilities is largely dictated by wireless providers in response to customer need, terrain, and radio frequency modeling results. However, the City seeks to minimize the amount of new infrastructure placed in the public ROW. To that end, the City recommends the following criteria for placement of the small cell facilities within the public ROW:

1. Small cell facilities shall utilize existing utility structures for wireless networks to the maximum extent possible. Existing utility poles are already standing, are of adequate height in most cases for antennas, and have electrical power nearby.
2. In locations where streetlight or utility poles are not present, or are not capable of accepting new equipment, a provider may request to:
  - a. Remove and replace an existing combination streetlight/antenna pole with a new one; or
  - b. Construct a new freestanding pole, pursuant to criteria for freestanding poles in Section H.2.
3. The City encourages network providers to co-locate new equipment onto existing poles and infrastructure in the public ROW wherever technically feasible. The City recognizes each carrier owns rights to a spectrum of operating frequency and requires some separation with competing antennas to avoid signal interference.
4. Pole mounted or freestanding small cell facilities and/or equipment shall be located such that they do not: impede, obstruct, or hinder the usual pedestrian or vehicular travel; affect public safety; obstruct the legal access to or use of the public ROW; violate applicable law; violate or conflict with public ROW design standards, specifications, or design district requirements; violate Americans with Disabilities Act (ADA) requirements; or in any way create a risk to public health, safety, or welfare.
5. In any Specific Plan Area (i.e., North Montclair Downtown Specific Plan), or a neighborhood with unique streetlight assemblies, new small cell facilities may only be allowed if the applicant can demonstrate that the small cell installation can effectively match the existing streetlight aesthetics in terms of the design, colors, height and size. Unique assemblies may include, without limitation, mast arms, decorative pole bases, architectural luminaires, mounting heights, and pole colors. An example of a unique streetlight can be found in **Figure 1-1**.



## **SECTION E: PROHIBITED LOCATIONS, SUPPORT POLES, AND ATTACHMENTS**

1. No small cell facility or equipment of any kind shall be located on traffic signal/control poles.
2. Strand mounted small cell attachments shall be prohibited.
3. New freestanding, single purpose, wood poles are prohibited.

## **SECTION F: CONSIDERATION OF ALTERNATIVE LOCATIONS**

The Applicant must identify alternative locations in the vicinity of the proposed small cell facility and explain why the proposed location was selected. The City may propose an alternative location to the one proposed in the application if that the alternative location:

1. Is substantially similar in physical characteristics to the proposed structure;
2. The visual impacts that may be suffered by the public are no greater than the impact if installed on the proposed structure; and
3. The alternative infrastructure can accommodate the proposed small cell facility without creating any risk to the public health or safety.
4. Allows for an installation that is technically feasible.

## **SECTION G: DESIGN CRITERIA**

The general intent for these Standards is to preserve the character of the City's neighborhoods and corridors by encouraging installations that blend into the existing streetscape as much as possible. To achieve this goal the City has developed the following general criteria for applicant to work towards achieving with their respective requests for approval.

Applicant are strongly encouraged to consult with City staff early on in the process prior to formally submitting an application.

### **Standard Design Elements**

Applicants shall take into consideration the following criteria:

1. Match the aesthetics and alignment of the existing street and utility structures in the ROW of the neighborhoods adjacent to proposed small cell facility location(s).
2. Standardize pole design elements, such as color and location, to meet intent and character of existing infrastructure in the public ROW.
3. Prefer small cell facilities that do not require new power poles or overhead wires to be served.

4. Limit pole heights to match existing street lighting and other poles in the public ROW in the vicinity of the proposed small cell facility.
5. Avoid placing new poles adjacent to parks and historical places, where feasible.
6. Utilize pole and equipment designs that enclose as much equipment as possible to minimize visual impact.
7. Co-locate equipment onto existing infrastructure wherever feasible.
8. All equipment located within the public ROW shall be located such that it meets ADA requirements and does not obstruct, impede, or hinder usual pedestrian or vehicular travel.
9. Whenever possible all small cell carrier equipment shall be enclosed and screened from view by means of a shroud to the greatest extent technically feasible. A maximum of two shrouds may be used at each location.
10. All elements of a small cell facility (including, without limitation, antennas, cabinets, shrouds, and electric meters) shall be as small as possible so as to be effectively concealed or otherwise minimize their visibility to the greatest extent possible.
11. No logos, decals, or advertising of any type may be affixed to any element of the small cell facility or equipment or pole, except as required by federal or state law. However, the City shall require a decal or placard measuring no more than 4" x 6" in size, which lists the facility owner's name and emergency contact phone number. The placard shall be placed in an inconspicuous manner area on an element of the equipment or on the pole immediately below the antenna.
12. New small cell facilities and wireless support structures shall not be directly illuminated (internally or externally), except as incidentally illuminated by an unrelated light source.
13. The use of any cooling system associated with the small cell facility shall comply with all applicable local regulations and federal and state laws.

## **SECTION H: TYPES OF INSTALLATIONS**

Small cell facilities within City may be allowed as attachments to wooden utility poles (with or without streetlights), attachments to metal, concrete, or wood streetlights, or upon new freestanding poles located within the public ROW. An overview of each type is provide below. All installations on utility poles shall fully comply with the California Public Utilities Commission (CPUC) general orders (GOs), including, but not limited to, GO 95. None of the following design standards are meant to conflict with or cause a violation of GO 95, including, but not limited to, its standards for a safe installation on a utility pole. Accordingly, size limits can be adjusted at the Director's discretion to ensure compliance with CPUC rules on safety.

1. Attachment to Existing Utility Poles or Streetlights

Installing small cell facilities and/or equipment on existing utility poles is highly encouraged. The applicant shall ensure that the supporting poles are appropriately sized and have sufficient strength to accommodate the additional small cell equipment loads. All installations shall meet or exceed all applicable structural standards, clearance standards, and provisions of the latest National Electrical Safety Code or City construction standards. In case of conflict, the most stringent requirements shall prevail.

- a. Where possible, all small cell facilities and equipment shall be enclosed and screened from view by means of a shroud to the greatest extent technically feasible. A maximum of two shrouds shall be installed at each location.
- b. Placement of antennas above an existing utility pole or streetlight may be permitted provided that the antenna:
  - i. Is mounted on a structure 50 feet or less in height, including antennas, as defined in 47 C.F.R. Section 1.1320(d); or
  - ii. Is mounted on a structure no more than ten (10) percent taller than other adjacent structures; or
  - iii. Does not extend existing structures on which it is located to a height of more than 50 feet or by more than 10 percent, whichever is greater.
- c. The maximum dimensions for antenna shall not be more than three (3) cubic feet in volume, including any shroud or enclosure for the antenna.
- d. No protrusions from the outer circumference of the existing structure or pole shall be more than three (3) feet in any direction. The City, at its option, may waive the three-foot limit for cause.
- e. No loose, exposed, or dangling wiring or cables shall be allowed. All external cables or wiring shall be sheathed (or enclosed) within a durable tubing material (e.g., conduit) of the smallest diameter necessary to protect and provide the shortest and direct route between elements of the facility.
- f. All elements of a small cell facility and equipment shall be painted or finished to match the color of the existing support pole/structure to which they are attached to the greatest extent possible. Approved paint colors may be obtained from the Community Development Director.
- g. The City strongly encourages site operators to use flat-rate electric service when it would eliminate the need for a meter. Due to ever-increasing crowding of the public ROW and potential line-of-sight safety concerns, ground-mounted enclosures and meter pedestals, including backup power supply, are strictly prohibited, unless required by state or federal laws or if there is no technically feasible alternative

- h. For utility poles with a streetlight, no small cell facilities shall compromise the performance of the streetlights.

## 2. New Freestanding Poles

In locations where existing utility poles within the public ROW are not available, a freestanding pole to support a small cell facility may be considered. As with small cell facilities mounted to the existing utility poles or streetlight structures, the design of a new freestanding pole shall meet the following criteria:

- a. New freestanding poles shall align with and/or match the predominant pattern, distribution, and heights of existing streetlights and/or utility poles in the adjacent ROW as determined by the Public Works Director.
- b. New freestanding poles adjacent to residences or commercial establishments (e.g., a shop or restaurant) should not create a visually negative impact. For example, a new freestanding pole with small cell facilities and equipment shall not be located directly in front of storefront windows, primary walkways, or primary entrances or exits. In residential areas, new freestanding poles should be located between properties.
- c. All freestanding poles with small cell facilities and equipment shall be privately owned and properly maintained by the owner at all times.
- d. Freestanding poles shall match the aesthetics of existing streetlights (and any component thereon, including, but not limited to, mast arm, luminaire, and decorative hardware) installed in proximity to the pole to maintain a cohesive appearance.
  - i. New freestanding poles shall be metal, concrete, or decorative, as determined by the Public Works and Community Development Directors. No new wood poles for the sole purpose of mounting a small cell facility shall be allowed.
  - ii. In any Specific Plan Area (e.g., North Montclair Downtown Specific Plan) or a neighborhood with unique streetlight assemblies, new small cell facilities may be allowed if the applicant can demonstrate that the small cell facility and equipment can effectively match the existing streetlight aesthetics, subject to the satisfaction of the Community Development Director.
- e. No element of a small cell facility not covered by a shroud or concealment element shall be placed, mounted, or strapped to the outside of a new freestanding pole. All antennas shall be enclosed within a decorative shroud that meets the requirements of these Standards, and all wires, cables, and conduits associated with the facility shall be routed directly through the new pole with all points of connection for power or data being placed underground.
- f. All hardware connections shall be hidden from view.
- g. No ground-mounted enclosures or meter pedestals, including backup power supply, are permitted.

FIGURE 1-1  
IMAGES OF POLES WITHIN  
THE RIGHT-OF-WAY



Non-Ornamental Cement Street Light Pole



Ornamental Street Light Pole



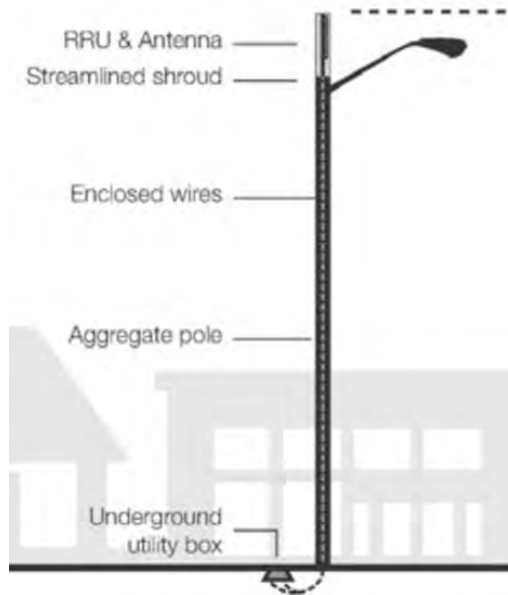
Non-Ornamental Transmission  
Wood Light Pole



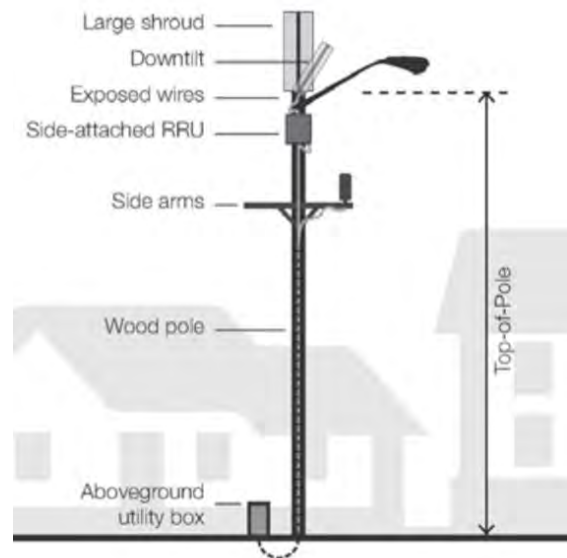
Non-Ornamental Distribution  
Wood Light Pole

# OVERALL DESIGN

## ENCOURAGE



## DISCOURAGE



Encourage poles to match equipment design, texture, and paint to reduce visual clutter.

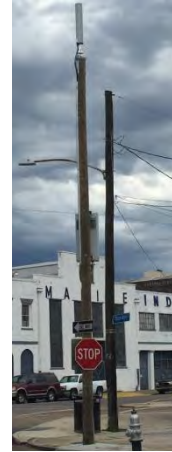


# DISCOURAGE

Above ground pedestals



Poles built right against another pole



Exposed wires



Visual clutter



# ENCOURAGE



Wood Pole



Metal Pole





RESOLUTION NO. 19-3229

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA, ESTABLISHING PERMIT FEES, APPEAL FEES, AND OTHER FEES RELATING TO SMALL CELL FACILITIES WITHIN THE PUBLIC RIGHT OF WAY

WHEREAS, the City of Montclair has the statutory authority to impose fees, charges, and rates under its regulatory and police power as authorized by the State of California; and

WHEREAS, there is a need for the City of Montclair to recoup reasonable costs related to the provisions of specified services; and

WHEREAS, user fees are imposed to assign the cost of providing services to the specific individual or group of individuals receiving the benefits of said services, rather than funding said services from General Fund revenues; and

WHEREAS, on October 15, 2018, the Federal Register published Federal Communications Commission (FCC) order on the *Accelerating Wireless and Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment* (hereafter referred to as FCC 18-133); and

WHEREAS, FCC 18-133 placed new limitations on local authority to regulate small cells including new shot clocks for acting on applications and limits on fees which went into effect on January 14, 2019, and limits on aesthetic standards which go into effect on April 15, 2019; and

WHEREAS, on XX, 2019, the City Council adopted Ordinance No. 19-980 to add Chapter 9.105 to Chapter 9 of the Municipal Code to address small cell wireless telecommunication facilities being installed within the public right-of-way and requiring that such facilities comply with design guidelines and applicable fees as adopted by separate resolutions of the City Council; and

WHEREAS, it is the City Council's direction that all user fees, to the extent possible, are to be reviewed and amended annually, consistent with the User Fee Cost Recovery Policy.

WHEREAS, until such time as the next annual fee review is completed, the City Council has determined that the "safe harbor" fee amounts set forth in FCC 18-133 shall apply to small cell facilities.

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

SECTION 1. Master User Fee Additions. The Master User Fee Schedule is hereby amended to include the following fees related to small cell facilities in the public right of way. From the date hereof until the City establishes fees consistent with the User Fee Cost Recovery Policy, the following fees shall apply:

**New Fees Related to Small Cell Facilities Within the Public Right-of-Way**

**Non-Recurring Fees**

- Collocation to existing pole/structure(s) \$500.00  
Limit one collocation per application submittal.
- For each application above five, \$100 \$100.00  
additional per application.
- New Construction (new pole or structure \$1,000.00  
installation), per application.

**Recurring Fees** (for use of space on City-Owned Poles), per year \$270.00 per pole

**Appeal Fee** \$200.00

**SECTION 2. Effective Date.** This Resolution shall be in full force and effect immediately upon adoption.

**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. 19-3229 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



# AGENDA REPORT

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<b>DATE:</b>	MARCH 18, 2019	<b>FILE I.D.:</b>	FIN520
<b>SECTION:</b>	ADMIN. REPORTS	<b>DEPT.:</b>	ADMIN. SVCS.
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	J. KULBECK
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

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**REASON FOR CONSIDERATION:** The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending February 28, 2019, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Treasurer's Report for the period ending February 28, 2019.

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

**RECOMMENDATION:** Staff recommends the City Council receive and file the Treasurer's Report for the month ending February 28, 2019.



# AGENDA REPORT

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<b>DATE:</b>	MARCH 18, 2019	<b>FILE I.D.:</b>	FIN540
<b>SECTION:</b>	ADMIN. REPORTS	<b>DEPT.:</b>	ADMIN. SVCS./FINANCE
<b>ITEM NO.:</b>	2	<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 March 18, 2019; and the Payroll Documentation dated March 3, 2019; and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated March 18, 2019, totals \$1,078,956.16; and the Payroll Documentation dated March 3, 2019, totals \$630,354.57 gross, with \$442,494.01 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>	MARCH 18, 2019	<b>FILE I.D.:</b>	FIN510
<b>SECTION:</b>	ADMIN. REPORTS	<b>DEPT.:</b>	SUCCESSOR RDA
<b>ITEM NO.:</b>	3	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

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**REASON FOR CONSIDERATION:** City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending February 28, 2019, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Successor to the Redevelopment Agency Treasurer's Report for the period ending February 28, 2019.

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

**RECOMMENDATION:** Staff recommends the City Council acting as Successor to the Redevelopment Agency Board of Directors receive and file the Successor to the Redevelopment Agency Treasurer's Report for the month ending February 28, 2019.



# AGENDA REPORT

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<b>DATE:</b>	MARCH 18, 2019	<b>FILE I.D.:</b>	FIN530
<b>SECTION:</b>	ADMIN. REPORTS	<b>DEPT.:</b>	SUCCESSOR RDA
<b>ITEM NO.:</b>	4	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER		

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**REASON FOR CONSIDERATION:** The City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Warrant Register for the month ending February 28, 2019, pursuant to state law.

**BACKGROUND:** Vice Chairperson Raft has examined the Successor to the Redevelopment Agency Warrant Register dated 02.01.19-02.28.19 in the amounts of \$63,745.98 for the Combined Operating Fund; \$0.00 for the Redevelopment Obligation Retirement Funds and finds it to be in order.

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

**RECOMMENDATION:** Vice Chairperson Raft recommends the City Council as Successor to the Redevelopment Agency Board of Directors approve the Successor to the Redevelopment Agency Warrant Register for the period ending February 28, 2019.



# AGENDA REPORT

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<b>DATE:</b>	MARCH 18, 2019	<b>FILE I.D.:</b>	FIN525
<b>SECTION:</b>	ADMIN. REPORTS	<b>DEPT.:</b>	MHC
<b>ITEM NO.:</b>	5	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

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**REASON FOR CONSIDERATION:** Montclair Housing Corporation Board of Directors is requested to receive and file the Montclair Housing Corporation Treasurer's Report for the month ending February 28, 2019, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Treasurer's Report for the period ending February 28, 2019.

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

**RECOMMENDATION:** Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending February 28, 2019.



# AGENDA REPORT

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<b>DATE:</b>	MARCH 18, 2019	<b>FILE I.D.:</b>	FIN545
<b>SECTION:</b>	ADMIN. REPORTS	<b>DEPT.:</b>	MHC
<b>ITEM NO.:</b>	6	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER		

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**REASON FOR CONSIDERATION:** The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending February 28, 2019, pursuant to state law.

**BACKGROUND:** Vice Chairperson Raft has examined the Warrant Register dated 02.01.19-02.28.19 in the amount of \$94,884.66 for the Montclair Housing Corporation and finds it to be in order.

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

**RECOMMENDATION:** Vice Chairperson Raft recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending February 28, 2019.





# AGENDA REPORT

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<b>DATE:</b>	MARCH 18, 2019	<b>FILE I.D.:</b>	FIN525
<b>SECTION:</b>	ADMIN. REPORTS	<b>DEPT.:</b>	MHA
<b>ITEM NO.:</b>	7	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

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**REASON FOR CONSIDERATION:** The Montclair Housing Authority Board of Directors is requested to receive and file the Montclair Housing Authority Treasurer's Report for the month ending February 28, 2019, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Treasurer's Report for the period ending February 28, 2019.

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

**RECOMMENDATION:** Staff recommends the Montclair Housing Authority Board of Directors receive and file the Treasurer's Report for the month ending February 28, 2019.



# AGENDA REPORT

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<b>DATE:</b>	MARCH 18, 2019	<b>FILE I.D.:</b>	FIN545
<b>SECTION:</b>	ADMIN. REPORTS	<b>DEPT.:</b>	MHA
<b>ITEM NO.:</b>	8	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER		

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**REASON FOR CONSIDERATION:** The Montclair Housing Authority Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending February 28, 2019, pursuant to state law.

**BACKGROUND:** Vice Chairperson Raft has examined the Warrant Register dated 02.01.19-02.28.19 in the amount of \$0.00 for the Montclair Housing Authority and finds it to be in order.

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

**RECOMMENDATION:** Vice Chairperson Raft recommends the Montclair Housing Authority Board of Directors approve the Warrant Register for the period ending February 28, 2019.



# AGENDA REPORT

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<b>DATE:</b>	MARCH 18, 2019	<b>FILE I.D.:</b>	CAC080
<b>SECTION:</b>	AGREEMENTS	<b>DEPT.:</b>	HUMAN SVCS.
<b>ITEM NO.:</b>	9	<b>PREPARER:</b>	R. WALKER
<b>SUBJECT:</b>	CONSIDER APPROVAL OF FISCAL YEAR 2018-19 SCHEDULE OF RECOMMENDATIONS FROM THE COMMUNITY ACTIVITIES COMMISSION FOR COMMUNITY BENEFITS FUNDING		

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**REASON FOR CONSIDERATION:** Annually, the Human Services Department presents the City Council with a list of organizations that the Community Activities Commission (CAC) are recommending to receive a portion of funds appropriated in the Community Benefits Account. The City Council is requested to consider the CAC-recommended organization requests listed on the Fiscal Year 2018-19 Community Benefits Assistance Program Agency Funding Requests at the end of this report and consider approval of the funding recommendations.

**BACKGROUND:** The City Council established an annual policy of appropriating funds to social service agencies that provide special services to Montclair residents. At the direction of the City Council, the CAC conducts a public hearing each year to provide CAC members with the following opportunities

- Become acquainted with the requesting organizations and their programs of service.
- Inquire about requesting agencies' operating budgets and revenue sources in order to evaluate their financial needs.
- Determine the appropriate use of funds that may have been previously allocated by the City to requesting agencies.

The CAC heard presentations at its regular meeting on Wednesday, March 6, 2019, from eleven organizations related to their requests for community benefits assistance, which are summarized below:

1. *Christian Development Center (CDC).* Christian Development Center, a grassroots ministry, would use the funds to support their Food/Clothing Giveaway Program, which does monthly food giveaways of fresh produce to feed over 300 families every month and the Live Generously Program, which provides toiletries and basic hygiene products to residents in need. Sixty percent of the participants are Montclair residents.
2. *Care & Company.* Care & Company is a faith-based, nonprofit organization located in the City of Montclair that aids low-income individuals and families with needed hygiene items through their Hygiene Pantry program. Approximately fifty percent of the program participants are Montclair residents. Care & Company purchases \$300 worth of hygiene products each month and asks patrons of the Hygiene Pantry for a suggested \$2 donation, however, no one is turned away due to their

inability to pay. Funds received would be used to support the Hygiene Pantry by covering two-thirds of the cost of hygiene items for 2019.

3. *Community Senior Services (CSS)*. CSS was founded in 1975 to support and educate older adults as well as their families to maintain independence and to age well at home and in the community. In 2018, CSS assisted over 180 Montclair residents, and so far in 2019 over 37 Montclair senior citizens have been assisted. The funds received would be used toward general operating support for the programs Montclair residents utilize most, which includes transportation, family caregiver support, case management and helpline resources.
4. *Family and Collaborative Services Montclair (FCS Montclair)*. FCS Montclair coordinates services for struggling children and families in crisis. The goal of FCS Montclair's Case Management Program is to help families access food, shelter, education, health-care, and transportation. In 2018, the FCS Montclair Case Management Program provided intensive Case Management services to 117 Montclair families and individuals and provided related support services to 692 Montclair families. The funds received would be used for basic needs supplies and services for Montclair residents in the Case Management Program.
5. *Foothill Family Shelter*. The Foothill Family Shelter provides services for at-risk, homeless individuals and families. In 2018, Foothill Family Shelter provided 120-day transitional housing for 22 homeless and low-income families and aided over 600 Montclair residents with food, clothing, diapers, wipes and hygiene products. The funds received would be used for the 120-day Stepping Stones Program that provides shelter, food, and clothing for at-risk, homeless families in Montclair and the surrounding communities.
6. *Hope Through Housing Foundation (HTHF)*. HTHF is a social service organization whose mission is to break the cycle of generational poverty by providing services to the National Community Renaissance's affordable housing communities. There are four affordable housing units located in Montclair: one property for seniors, one property for developmentally disabled residents, and two properties for families. All services and programs are provided free of charge to the residents; individuals and families not residing at one of the properties are also encouraged to take advantage of the services offered on-site. The HTHF offers programs, such as the after-school program, which provides after-school care for students four days a week for ten months. Seniors also receive one-on-one case management with medication, referrals and direct service care. The Economic Mobility Program provides quarterly workshops to help residents acquire a sustainable income and move beyond affordable housing to break the cycle of generational poverty.
7. *Montclair Meals on Wheels*. Services include the home delivery of lunches to Montclair residents who are unable to shop for themselves or prepare their own meals. The Meals on Wheels Program is charged \$3.60 per meal, and the cost to the recipient is also \$3.60. The funds received would pay for the fixed costs needed to support the program such as a post office box rental, delivery bags and containers as well as insurance and mileage fees.

8. *OPARC*. OPARC has served Montclair since 1950 with employment, training, day programs, and community integration services for people with developmental and intellectual disabilities. Out of the 880 clients that OPARC serves, sixty-one percent of the clients are served in Montclair. The funds received would be used to install an updated street sign for the Adult Development Center at the OPARC location on Monte Vista Avenue. The original, outdated sign was installed when the facility first opened in the 1960's and features the agency's old logo. A new, modern sign would be a better representation of the facility and will enhance the appearance of the location for the entire community.
9. *Our Lady of Lourdes – God's Grace Ministry Food Pantry*. The God's Grace Ministry Food Pantry from Our Lady of Lourdes Parish serves approximately 120 people a month by providing non-perishable food items, such as rice, beans, canned corn, and pasta and occasionally provides products such as milk, cheese and eggs. The God's Grace Ministry Food Pantry estimates that each recipient receives at least \$15.00 worth of food every month, totaling \$1,800 of goods that the food pantry provides to residents in need on a monthly basis. Funding would be used to support the food pantry's efforts in assisting low-income and homeless individuals throughout the community.
10. *Project Sister*. Services are provided to survivors of sexual assault and include the following: a 24-hour hotline, information and referral, advocacy and accompaniment, individual counseling and support groups, community education, teen programs, child-abuse prevention, and self-defense instruction. Funding would be used to provide 150 hours of sexual assault crisis and prevention services for Montclair residents. In 2018, 15 Montclair residents received 243.5 hours of counseling, 17 residents called the 24-hour crisis hotline, and 5 residents were accompanied to court appearances and/or forensic exams at the hospital.
11. *Visiting Nurse Association and Hospice (VNA)*. The VNA provides home health-care and hospice services in our community. Funding will benefit the "Charitable Care" program, which provides assistance to underserved patient/families living below the Federal Poverty level. Funds will be allocated towards in-home nursing visits, the purchase of health-related appliances, emergency in-home health monitoring systems, and grocery store/department store gift cards for patients/families needing food or household items.

**FISCAL IMPACT:** The recommended funding amounts have been limited to the approved budget amounts utilizing the following criteria:

- Level of service to the Montclair community
- Level of service need in the community
- Amount of each request
- Previous year's allocation (if applicable)
- Available funds

**RECOMMENDATION:** Staff recommends the City Council approve the Community Activities Commission’s funding recommendations for the Fiscal Year 2018-2019 Community Benefits Assistance Program, as shown below:

**FISCAL YEAR 2018-19  
COMMUNITY BENEFITS ASSISTANCE PROGRAM  
AGENCY REQUESTS AND RECOMMENDED FUNDING**

<i>Requesting Agencies</i>	<i>FY 2018-19 Funding Requests</i>	<i>FY 2018-19 Recommendations</i>
(1) Care & Company	\$2,000	<b>\$2,000</b>
(2) Christian Development Center	\$2,000	<b>\$2,000</b>
(3) Community Senior Services	\$5,000	<b>\$2,250</b>
(4) Family and Collaborative Services Montclair	\$1,500	<b>\$1,500</b>
(5) Foothill Family Shelter	\$2,000	<b>\$2,000</b>
(6) Hope Through Housing Foundation	\$1,000	<b>\$1,000</b>
(7) Montclair Meals on Wheels	\$1,500	<b>\$1,500</b>
(8) OPARC	\$2,000	<b>\$2,000</b>
(9) Our Lady of Lourdes God’s Grace Ministry – Food Pantry	\$2,000	<b>\$2,000</b>
(10) Project Sister	\$1,500	<b>\$1,500</b>
(11) Visiting Nurses Association	\$5,000	<b>\$2,250</b>
<b>TOTALS</b>	<b><u>\$25,500</u></b>	<b><u>\$20,000</u></b>



# Infrastructure Fund Capital Project Funding Information

Project Name: Moreno Street Rehabilitation Project  
 Project Details: Street improvement project will remove and replace uplifted curb, gutter and sidewalk; replace non-compliant pedestrian ramps and resurface the pavement. Project limits are from Monte Vista Avenue and Mills Avenue

Preparation Date: February 28, 2019 Department: Public Works/Engineering  
 Project No. (Assigned by Finance): \_\_\_\_\_ Contact/Ext.: 441

Phase	Fiscal Years					Total	Fund/Program
	Prior Years	2019/2020	2020/2021	2021/2022	2022/2023		
Environmental							
Design							
R/W Acquisition							
Construction		250,000.00				250,000.00	SB1
		150,000.00				150,000.00	Pavement Impact
<b>Total</b>	0.00	400,000.00	0.00	0.00	0.00	400,000.00	

**Approvals:** \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Department: Public Works  
 Finance By: \_\_\_\_\_ Date: \_\_\_\_\_  
 City Council Date: March 18, 2019  
 Revision Number: \_\_\_\_\_

**Total Project Cost:** 400,000.00





# AGENDA REPORT

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<b>DATE:</b>	MARCH 18, 2019	<b>FILE I.D.:</b>	STA810/FIN285
<b>SECTION:</b>	ADMIN. REPORTS	<b>DEPT.:</b>	PUBLIC WORKS
<b>ITEM NO.:</b>	11	<b>PREPARER:</b>	S. STANTON

**SUBJECT:** CONSIDER AMENDING THE FISCAL YEARS 2017-2022 CAPITAL IMPROVEMENT PROGRAM, ADDING THE SAN JOSE STREET REHABILITATION PROJECT

CONSIDER AN APPROPRIATION OF \$200,000 FROM SB1 FUNDS AND \$100,000 OF PAVEMENT IMPACT FEES FOR COSTS RELATED TO THE SAN JOSE STREET REHABILITATION PROJECT

CONSIDER AUTHORIZING STAFF TO ADVERTISE FOR BID PROPOSALS FOR THE SAN JOSE STREET REHABILITATION PROJECT

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**REASON FOR CONSIDERATION:** It is proposed that the 2017-2022 Capital Improvement Program (CIP) be amended to add the San Jose Street Rehabilitation Project. Amendments to the CIP and appropriations require City Council's approval.

**BACKGROUND:** On June 18, 2017, the City Council adopted the Fiscal Years 2017-2022 Capital Improvement Program (CIP). Although staff is currently working on the 2019-2024 CIP, staff would like to proceed with maintaining City streets during the process.

The proposed San Jose Street Rehabilitation Project will resurface San Jose Street from Monte Vista Avenue to Mills Avenue. Work includes replacement of non-compliant pedestrian ramps, removal and replacement of damaged curb, gutter and sidewalk and, new pavement markings.

By amending the 2017-2022 CIP and, advertising this project prior to the submittal of the up-coming 2019-2024 CIP, construction can begin as soon as Serrano Middle School is out for the summer break in May and be completed prior to the children returning to school in August.

**FISCAL IMPACT:** The proposed San Jose Street Rehabilitation Project cost is estimated at \$300,000. Staff recommends the use of SB1 and Pavement Impact fees for the project.

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

1. Consider amending the fiscal years 2017-2022 Capital Improvement Program, adding San Jose Street Rehabilitation Project.
2. Consider an appropriation from \$200,000 from SB1 funds and \$100,000 of Pavement Impact fees for costs related to the San Jose Street Rehabilitation Project.
3. Consider authorizing staff to advertise for bid proposals for the San Jose Street Rehabilitation Project.

# Infrastructure Fund Capital Project Funding Information

Project Name: San Jose Street Rehabilitation Project

Project Details: Street improvement project will remove and replace uplifted curb, gutter and sidewalk; replace non-compliant pedestrian ramps and resurface the pavement. Project limits are from Monte Vista Avenue and Mills Avenue

Preparation Date: February 28, 2019 Department: Public Works/Engineering

Project No. (Assigned by Finance): \_\_\_\_\_ Contact/Ext.: 441

Phase	Fiscal Years					Total	Fund/Program
	Prior Years	2019/2020	2020/2021	2021/2022	2022/2023		
Environmental							
Design							
R/W Acquisition							
Construction		200,000.00				200,000.00	SB1
		100,000.00				100,000.00	Pavement Impact
<b>Total</b>	<b>0.00</b>	<b>300,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>300,000.00</b>	

Approvals: \_\_\_\_\_

Department: Public Works

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

City Council Date: March 18, 2019

Revision Number: \_\_\_\_\_

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

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

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

**Total Project Cost:** 300,000.00



# AGENDA REPORT

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<b>DATE:</b>	MARCH 18, 2019	<b>FILE I.D.:</b>	PDT530/PER250
<b>SECTION:</b>	ADMIN. REPORTS	<b>DEPT.:</b>	POLICE
<b>ITEM NO.:</b>	12	<b>PREPARER:</b>	J. MICHEL
<b>SUBJECT:</b>	CONSIDER AUTHORIZING A \$9,800 APPROPRIATION FROM THE FEDERAL ASSET FORFEITURE FUND TO SEND A MEMBER OF THE COMMAND STAFF TO THE CALIFORNIA POLICE CHIEFS' EXECUTIVE LEADERSHIP INSTITUTE AT DRUCKER		

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**REASON FOR CONSIDERATION:** The City Council is requested to consider authorizing the appropriation of \$9,800 from the Federal Asset Forfeiture Fund to send a member of the Command Staff to the California Police Chiefs' Executive Leadership Institute at the Drucker School of Management at Claremont Graduate University in Southern California (Drucker).

**BACKGROUND:** The California Police Chiefs' Association has partnered with Drucker to offer an exceptional leadership development program. This one-of-a-kind west coast Executive Leadership Institute is a premier program designed to enhance leadership skills. The rigorous two-week academic and subject matter-rich executive leadership development experience is designed to shape the participant professionally and personally.

Executive Leadership Institute offers participants the opportunity for a Drucker-inspired learning environment where the principles of Peter F. Drucker are imbued with a law enforcement perspective. The Drucker School of Thought is formed around five key pillars: Belief in the importance of a functioning society; focus on people-centered management; focus on performance; focus on self-management; and practice-based, transdisciplinary, and lifelong approach to learning. These pillars form the basis of the Drucker experience that is uncommon with other professional development programs.

The course content will cover exemplary policing, mindfulness, leadership, decision making, risk management, evidence-based decision making, effective teams, leading during crisis, citizen engagement and public trust, and other topic areas key to professional growth. The course requires attendees to reside on the school's campus during the 14 days of continuous training. Lodging and meals are included in the course's tuition.

**FISCAL IMPACT:** If authorized by the City Council, one member of the Command Staff would attend the Executive Leadership Institute, which would result in an expenditure of \$9,800 from the Federal Asset Forfeiture Fund (1144).

**RECOMMENDATION:** Staff recommends the City Council authorize a \$9,800 appropriation from the Federal Asset Forfeiture Fund to send a member of the Command Staff to the California Police Chiefs' Executive Leadership Institute at Drucker.



# AGENDA REPORT

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<b>DATE:</b>	MARCH 18, 2019	<b>FILE I.D.:</b>	PLC150/CAC075/CYC265
<b>SECTION:</b>	ADMIN. REPORTS	<b>DEPT.:</b>	ADMIN. SVCS./COMMUNITY DEV.
<b>ITEM NO.:</b>	13	<b>PREPARER:</b>	A. PHILLIPS
<b>SUBJECT:</b>	CONSIDER EXTENDING TWO TERMS ON THE PLANNING COMMISSION BY ONE YEAR TO REESTABLISH A REGULAR SCHEDULE OF ODD-YEAR VACANCIES ON THE PLANNING COMMISSION IN CONTRAST WITH THE REGULAR SCHEDULE OF EVEN-YEAR VACANCIES ON THE COMMUNITY ACTIVITIES COMMISSION		

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**REASON FOR CONSIDERATION:** The City Council appoints the members of the Montclair Planning Commission and Community Activities Commission (PC and CAC, respectively). Members of these Commissions serve staggered, four-year terms, with the CAC having regular terms expiring on even-numbered years and the PC having terms expiring on odd-numbered years. Although the intent was to provide for a consistent appointment schedule, unanticipated vacancies and appointments of new members to full four-year terms has resulted in the current situation of two Planning Commission terms ending on even-numbered years.

The City Council is requested to consider extending the terms of Planning Commissioners Flores and Sahagun by one year to reestablish a regular schedule of odd-year vacancies on the Planning Commission in contrast with the regular schedule of even-year vacancies on the Community Activities Commission.

**BACKGROUND:** As a result of Planning Commission Chair Tenice Johnson's appointment to the City Council on February 6, 2019, a vacancy was created on the Planning Commission. Former Chair Johnson's unexpired Planning Commission term is set to end on June 30, 2019. The City Council has not indicated a need to make an appointment to complete the remainder of the unexpired term. No other Planning Commission terms are scheduled to expire this year, when ideally there should be two or three regular vacancies every two years..

Staff is recommending the City Council consider adjusting the terms of certain occupied seats on the Planning Commission to realign the terms of Planning Commissioners back to their odd-year expiration schedules. Extending the terms occupied by Commissioners Flores and Sahagun by one year would have their current terms expire on June 30, 2023, which would align the current terms of those seats with the four-year term of the new appointee, which would start on July 1, 2019.

When realigned to be opposite of the regular even-numbered year CAC vacancies, this change would provide residents with an opportunity to apply for two to four scheduled Commission vacancies each year. Presently, along with the single PC vacancy, there is an unscheduled vacancy on the CAC due to the resignation of Chris Paez at the end of 2018, giving opportunity for residents to apply for either Commission this year.

The below table shows the current and proposed term expirations for the Planning Commission.

### PLANNING COMMISSION TERMS

<u>Current Appointee</u>	<u>Current Term Expiration</u>	<u>Proposed Term Expiration</u>
Martinez, Manny	June 30, 2021	<i>no change</i>
Rowley, Barry	June 30, 2021	<i>no change</i>
<b>Flores, Luis</b>	<b>June 30, 2022</b>	<b>June 30, 2023</b>
<b>Sahagun, Sergio</b>	<b>June 30, 2022</b>	<b>June 30, 2023</b>
<i>Vacant</i>	June 30, 2019	<i>no change</i>

(upcoming term beginning July 1, 2019 will expire on June 30, 2023)

For the City Council’s information, provided below is the current schedule of term expirations for the Community Activities Commission.

### COMMUNITY ACTIVITIES COMMISSION

<u>Current Appointee</u>	<u>Current Term Expiration</u>	<u>Proposed Term Expiration</u>
<i>Vacant</i>	June 30, 2022	<i>no change</i>
Milhisier, Laurie	June 30, 2022	<i>no change</i>
Ferraro, Darlene	June 30, 2022	<i>no change</i>
Rangel, Rosa	June 30, 2022	<i>no change</i>
Hernandez, Edwin	June 30, 2020	<i>no change</i>
Padilla, Arturo	June 30, 2020	<i>no change</i>
Wells, Diane	June 30, 2020	<i>no change</i>

**FISCAL IMPACT:** There would be no fiscal impact related to the extension of terms by one year for two seats on the Planning Commission.

**RECOMMENDATION:** Staff recommends that the Mayor, with the concurrence of the City Council, extend two terms on the Planning Commission by one year to reestablish a regular schedule of odd-year vacancies on the Planning Commission in contrast with the regular schedule of even-year vacancies on the Community Activities Commission.



# AGENDA REPORT

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<b>DATE:</b>	MARCH 18, 2019	<b>FILE I.D.:</b>	FWY157/LDA210
<b>SECTION:</b>	AGREEMENTS	<b>DEPT.:</b>	PUBLIC WORKS
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	N. CASTILLO
<b>SUBJECT:</b>	CONSIDER APPROVAL OF AGREEMENT NO. 19-25 WITH SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, A RIGHT-OF-WAY CONTRACT FOR THE PURCHASE OF REAL PROPERTY FROM THE CITY FOR CONSTRUCTION OF THE I-10 CORRIDOR PROJECT		

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**REASON FOR CONSIDERATION:** The San Bernardino County Transportation Authority (SBCTA) and the California Department of Transportation (Caltrans) have entered into a cooperative agreement to construct the I-10 Corridor Project. The City owns various properties along the corridor project at six distinct locations that require the purchase of construction easements as well as fee property.

**BACKGROUND:** To accommodate construction of the I-10 Corridor Project, SBCTA is coordinating closely with the City of Montclair to acquire right-of-way on certain properties. The proposed Agreement identifies the parcels of interest to the I-10 Corridor Project and establishes the compensation for said property. SBCTA has entered the final design phase of the project and expects to commence construction in the spring of 2020. There are six general areas being acquired:

- Central Avenue westbound on-ramp — APNs 1008-191-05 and 1008-351-01: A permanent subsurface easement (footing) and a temporary construction easement are needed from the City of Montclair Property (Central Avenue) to provide a work area to reconstruct the City of Montclair storm drain system.
- Freedom Park — APN 1008-332-03: A Partial Fee Acquisition and a Temporary Construction Easement are needed from the City of Montclair Property to accommodate the mainline widening improvements and provide a work area to widen Monte Vista Avenue and Palo Verde Street, construct sidewalks, curb ramps and traffic signals.
- Flood Channel at Monte Vista Avenue westbound on-ramp — APNs 1009-131-03 and 1009-145-92: Two partial fee acquisitions and a temporary construction easement are needed from the City of Montclair (Flood Channel) to accommodate widening improvements and provide adequate stopping sight distance; and to provide a work area to reconstruct the City of Montclair storm drain system.
- MacArthur Park — APNs 1008-311-06, 1008-311-17, 1008-311-18, and 1008-311-19: A partial fee acquisition, a permanent subsurface easement (footing), a permanent utility easement, and a temporary construction easement are needed from the City of Montclair Property (MacArthur Park) to accommodate widening improvements along the Central Avenue eastbound on-ramp and foundation footing for a soundwall on a retaining wall; and to provide a work area to accommodate the widening improvements.

- Previously Richmond American Homes, west side of Monte Vista Avenue — APN 1009-153-58: A Fee Acquisition and a Temporary Construction Easement are needed from the City of Montclair Property to accommodate and construct widening improvements to provide an exclusive off-ramp right turn lane on the EB Monte Vista off-ramp.
- Previously Richmond American Homes, west side of Monte Vista Avenue — APN 1009-153-60: A Temporary Construction Easement - Footing is needed from the City of Montclair Property to accommodate and construct an exclusive off-ramp right turn lane on the eastbound Monte Vista Avenue off-ramp.

Staff recommends the City Council execute the attached agreement to benefit from the 20 percent incentive for timely execution of the agreement. The 20 percent incentive is worth \$96,540.

**FISCAL IMPACT:** The agreement with SBCTA is for \$570,590, which will be paid by SBCTA to the City of Montclair.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 19-25 with SBCTA, a right-of-way contract for the purchase of real property from the City for construction of the I-10 Corridor Project.

RW 8-3 (Rev. 6/95)

District	County	Route	P.M. (KP)	E. A.	Fed. Ref.	Name	APN
8	SB	10	0.606, 0.620, 0.655, 0.727, 1.355-1.426, 1.171	OC 251	STPN-6053(130)	CITY OF MONTCLAIR, A MUNICIPAL CORPORATION	1008-191-05 1008-351-01 1008-332-03 1009-145-92 1008-311-06 1008-311-17 1008-311-18 1008-311-19 1009-153-58 1009-153-60

CITY OF MONTCLAIR, A MUNICIPAL CORPORATION

Grantor

**RIGHT-OF-WAY CONTRACT -- STATE HIGHWAY**

The City of Montclair (hereinafter, "Grantor"), owns the properties in the County of San Bernardino, Assessor Parcel Number ("APN") 1008-191-05, 1008-351-01, 1008-332-03, 1009-145-92, 1009-131-03, 1008-311-06, 1008-311-17, 1008-311-18, 1008-311-19, 1009-153-58, and 1009-153-60 (the "Properties"). San Bernardino County Transportation Authority ("SBCTA") needs property interests in each of the Properties for construction of the I-10 Corridor Contract 1 Project, a public project that includes mainline widening, auxiliary lane and structure improvements and the reconstruction of or modifications to interchange ramps and local arterials necessary to accommodate the installation of two Express Lanes in each direction from the Los Angeles/San Bernardino County Line to the I-10/15 Interchange (the "Project"). The following deeds to SBCTA have been executed and delivered to Janet Parks, Right-of-Way Agent for Overland, Pacific & Cutler, LLC, agent for SBCTA:

- A Permanent Subsurface Easement (Footing) Deed pertaining to APNs 1008-191-05 and 1008-351-01 (Exhibit "1");
- A Temporary Construction Easement Deed pertaining to APNs 1008-191-05 and 1008-351-01 (Exhibit "2");
- A Grant Deed pertaining to APN 1008-332-03 (Exhibit "3");
- A Temporary Construction Easement Deed pertaining to APN 1008-332-03 (Exhibit "4");
- A Grant Deed pertaining to APN 1009-145-92 (Exhibit "5");
- A Temporary Construction Easement Deed pertaining to APN 1009-145-92 and APN 1009-131-03 (Exhibit "6");
- A Grant Deed pertaining to APNs 1008-311-06, 17, 18 & 19 (Exhibit "7");
- A Permanent Subsurface Easement (Footing) Deed pertaining to APNs 1008-311-06, 17, 18 & 19 (Exhibit "8");
- A Temporary Construction Easement Deed pertaining to APNs 1008-311-06, 17, 18 & 19 (Exhibit "9");
- A Permanent Utility Easement Deed pertaining to APN 1008-311-06 (Exhibit "10");
- A Grant Deed pertaining to APN 1009-153-58 (Exhibit "11");
- A Temporary Construction Easement Deed pertaining to APN 1009-153-58 (Exhibit "12"); and
- A Temporary Construction Easement Deed pertaining to APN 1009-153-60 (Exhibit "13").

The property interests described and depicted in Exhibits "1" through "13" shall hereinafter collectively be referred to as the "Property Interests".

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:



**RIGHT OF WAY CONTRACT**

RW 8-3 (Rev. 6/95)

1. (A) The parties have herein set forth the whole of their agreement ("Agreement"). The performance of this Agreement constitutes the entire consideration and shall relieve SBCTA of all further obligations or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
  - (B) SBCTA requires said Property Interests described in Exhibits "1" through "13" for the Project, a public use for which SBCTA has the authority to exercise the power of eminent domain. This Right-of-Way Contract is executed under the threat of eminent domain.
  - (C) Both Grantor and SBCTA recognize the expense, time, effort, and risk to both parties in determining the compensation for the Property Interests by eminent domain litigation. The compensation set forth herein for the Property Interests is in compromise and settlement, in lieu of such litigation.
  - (D) It is agreed that SBCTA may open an escrow in accordance with this Agreement at an escrow company of SBCTA's choice ("Escrow Agent"). This Agreement constitutes the joint escrow instructions of SBCTA and Grantor, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to perform all acts reasonably necessary to close this escrow within sixty (60) days following the opening of escrow.
2. (A) SBCTA shall pay the undersigned Grantor the sum of FIVE HUNDRED SEVENTY THOUSAND FIVE HUNDRED AND NINETY DOLLARS and NO CENTS (\$570,590.00) for the Property Interests conveyed by Exhibits "1" to "13" when title to said Property Interests vests in SBCTA free and clear of all liens, deeds of trusts, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:
    - i. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
    - ii. Covenants, conditions, restrictions and reservations of record as contained in the title reports for the Properties.
    - iii. Easements or rights-of-way over said land for public or quasi-public utility or public street purposes, if any.
  - (B) It is agreed by and between the parties hereto that the amount in Clause 2(A) above includes the sum of NINETY-SIX THOUSAND FIVE HUNDRED FORTY DOLLARS and NO CENTS (\$96,540.00) as an incentive to the Grantor for the timely signing of this Agreement.
  - (C) SBCTA shall pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by SBCTA, the premium charged therefore. Due to SBCTA's status as a public agency, no recording fees will be payable (pursuant to Government Code Section 27383) and no documentary tax will be payable (pursuant to Revenue & Taxation Code Section 11922). This transaction may be handled through an external escrow with Commonwealth Land Title Company or another selected escrow company.
  - (D) SBCTA shall have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.
3. FULL AND COMPLETE SETTLEMENT. Grantor hereby acknowledges that it is the sole and lawful owner of the Properties and the compensation paid to Grantor through this Agreement constitutes the full and complete settlement of any and all claims against SBCTA, the City of Upland, the City of Ontario, and the State of California, Department of Transportation (hereinafter "Releasees") by reason of the Project and/or acquisition of the Property Interests, including, but not limited to, any and all rights or claims that Grantor had, currently has, or may

**RIGHT OF WAY CONTRACT**

RW 8-3 (Rev. 6/95)

in the future have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation, except as provided herein. Grantor, on behalf of itself and its successors and assigns, further knowingly and voluntarily waives and expressly releases and discharges Releasees and any and all of Releasees' employees, agents, officers, servants, representatives, contractors, attorneys, partner agencies and assigns, from liability in regard to any claims for the following: pre-condemnation damages, inverse condemnation, lost business goodwill, lost profits, lost rents, severance damages, mitigation damages, curative costs, landscaping, compensation for the construction and use of the Project in the manner proposed, damage to or loss of improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property, interest, any right to repurchase, leaseback, or receive any financial gain from, the sale of any portion of the Property Interests, any right to challenge the adoption of a resolution of necessity, any right to receive any notices pursuant to Code of Civil Procedure section 1245.235, any right to enforce any obligation pursuant to the Eminent Domain Law, any other rights conferred upon Grantor pursuant to the Eminent Domain Law, and claims for litigation expenses, attorney's fees, statutory interest and/or costs. Grantor further consents to the dismissal of any Eminent Domain proceeding that is filed pertaining to the Property Interests and further waives all attorney's fees, costs, claims to money on deposit, disbursements and expenses in connection with the dismissal of said proceeding.

4. The parties intend that this Agreement will result in a full, complete and final resolution and settlement of any and all claims, causes of action or disputes which exist, or may exist, between them as to the acquisition, possession and/or use of the Property Interests, except as expressly provided herein. It is therefore understood that the waiver, under this Agreement, of any rights, damages, compensation or benefits to which Grantor is, or may be, entitled is intended to be full and complete. Accordingly, except as provided herein:
  - (A) Pursuant to the releases set forth in this Agreement, Grantor specifically waives the provision of section 1542 of the Civil Code of the State of California which provides:
 

"A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."
  - (B) Grantor represents and warrants that it understands the effect of this waiver of section 1542 and has had the opportunity to discuss the effect of this waiver with counsel of its choice.
5. Any monies payable under this Agreement up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said deed(s) of trust or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) are to furnish Grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
6. Grantor represents and warrants that it is the fee simple owner of the Properties and that it has the right to convey the Property Interests. Grantor will defend and indemnify SBCTA, its successors and/or assigns if it turns out that a claim is made or legal action is filed against SBCTA, its successors and/or assigns by someone claiming a legal interest in or right to the Properties, or any portion thereof. Grantor represents and warrants that it will defend and indemnify SBCTA, its successors and/or assigns in the amount of any due and unpaid real property taxes, assessments, liens and any penalties and delinquencies on the Properties. Grantor represents and warrants that it has made no assignment of any interest in the Properties.
7. Grantor acknowledges that there are tenants on some of the Properties. Grantor agrees to hold SBCTA harmless and reimburse SBCTA for any and all of its losses and expenses occasioned by reason of any lease of any of said Properties held by any tenant of Grantor for a period exceeding one month. Grantor acknowledges that a general release or quitclaim deed will be required from any lessee regarding the disclaimer of the tenants' interests in the amount payable under Clause 2(A) above. Said general releases or quitclaim deeds are to be provided by Grantor,

**RIGHT OF WAY CONTRACT**

RW 8-3 (Rev. 6/95)

prior to the close of escrow. The provisions of this paragraph shall apply to current leases on the Properties as well as future leases, if any, that are entered into after the execution of this Agreement.

8. It is understood and agreed by and between the parties hereto that included in the amount payable under Clause 2(A) above is payment in full to compensate Grantor for the purchase of the following improvements, including but not limited to: 155 square feet of rebar-reinforced concrete paving within APN 1009-145-92 & 1009-131-03; shrubbery landscaping and 5 trees on APN 1008-191-05 & 1008-351-01; small/medium shrubs on APN 1009-153-58; and 17,200 sq. ft. of irrigated grass landscaping, 300 wall vine coverings, 3 small trees and 1 large tree within APN 1008-311-06, 1008-311-17, and 1008-311-18; 180 square feet of asphalt paving, 14 linear feet of concrete curbing, 90 square feet of concrete ramp with railing, 1 single pole light standard, restriping of 13 parking spaces, 3,650 square feet of hedge and shrubbery landscaping, 3 15 foot high trees, 2 25 foot high palm trees within APN 1008-332-03.
9. It is understood and agreed by and between the parties hereto that the following improvements within the Property Interests will be protected in place: the existing flood control channel on APN 1009-145-92 & 1009-131-03 and the subsurface storm drain on APN 1008-191-05 & 1008-351-01; Freedom Plaza monument on APN 1008-332-03. It is further understood and agreed to by and between the parties that SBCTA will reconfigure/reconstruct the Freedom Plaza monument area improvements, in collaboration with the City, as needed to meet the Project's requirements.

It is further understood and agreed by and between the parties hereto that included in the amount payable under Clause 2(A) above is payment in full to compensate Grantor for the readjustment or reconfiguration of sprinkler heads/irrigation, if any, which will be necessary to accommodate the Project.

10. SBCTA shall not take actual/physical possession of the Property Interests until thirty (30) day advance notice by SBCTA or SBCTA's contractor is given to Grantor of SBCTA's taking actual/physical possession of the Property Interests. Prior to SBCTA's actual/physical possession of the Property Interests, Grantor agrees to hold harmless, defend and indemnify SBCTA its officers, directors, employees and agents against any and all claims including property damage or injuries resulting from the use of the area within the Property Interests by Grantor and/or Grantor's guests, invitees, or any other person. SBCTA shall not be deemed to have control of the Property Interests nor duty to maintain the Property Interests in a safe condition prior to the time SBCTA or SBCTA's contractor take actual/physical possession of the Property Interests.

Grantor agrees to name SBCTA as an additional insured under its current insurance policy. Grantor further agrees to notify SBCTA in writing within thirty (30) days of any potential claim relating to the area within the Property Interests prior to SBCTA taking actual/physical possession of the Property Interests.

11. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the Property Interests by SBCTA, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2(A) above are deposited into the escrow controlling this transaction. The amount shown in Clause 2(A) above includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
12. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all past, present, and/or future damages which have accrued or may accrue to Grantor's remaining property by reason of its severance from the Property Interests conveyed herein and the construction and use of the proposed Project, including, but not limited to, any expense which Grantor may incur in restoring the utility of the remaining property. This release is not intended to extend to unanticipated physical damage caused by construction.
13. It is agreed between the parties hereto that SBCTA is not assuming responsibility for payment or subsequent cancellation of unpaid assessments on Property Interests acquired under this transaction. Said assessments include but are not limited to any assessments listed in the title reports for the Properties. Grantor acknowledges that it has received and reviewed the Preliminary Title Reports for the Properties. The assessments remain the obligation of Grantor. Payment for the Property Interests acquired under this transaction is made upon the basis that the Grantor retains its

## RIGHT OF WAY CONTRACT

RW 8-3 (Rev. 6/95)

obligation to the levying body respecting said assessments. The Property Interests acquired under this transaction are to be free and clear of any liens, bonds and/or assessments at the close of escrow.

14. The Temporary Construction Easements described in Exhibit 2, 4, 6, 9, 12, and 13 shall be for the same period of sixty (60) months ("TCE Term"). The TCE Term shall commence upon the date the amount of funds specified in Clause 2(A) above are deposited into the escrow controlling this transaction.

The actual/physical construction activities within the TCE areas shall be limited as follows:

- The actual/physical construction activities within the TCE area described in Exhibit 2 shall be limited to a period of twelve (12) months (the "TCE 1 Construction Period").
- The actual/physical construction activities within the TCE area described in Exhibit 4 shall be limited to a period of twelve (12) months (the "TCE 2 Construction Period").
- The actual/physical construction activities within the TCE area described in Exhibit 6 shall be limited to a period of twelve (12) months (the "TCE 3 Construction Period").
- The actual/physical construction activities within the TCE area described in Exhibit 9 shall be limited to a period of eighteen (18) months (the "TCE 4 Construction Period").
- The actual/physical construction activities within the TCE area described in Exhibit 12 shall be limited to a period of six (6) months (the "TCE 5 Construction Period").
- The actual/physical construction activities within the TCE area described in Exhibit 13 shall be limited to a period of six (6) months (the "TCE 6 Construction Period").

SBCTA or SBCTA's contractor shall provide thirty (30)-days written notice as to the beginning date of the TCE 1 Construction Period, TCE 2 Construction Period, TCE 3 Construction Period, TCE 4 Construction Period, TCE 5 Construction Period, and TCE 6 Construction Period, which may have different beginning dates.

Grantor agrees to keep the Property Interests free and clear of all materials, shrubbery, crops, improvements, personal property and debris. Grantor agrees that any materials, shrubbery, crops, improvements, personal property and debris within the Property Interests that remains may be removed by SBCTA and/or its contractor. Grantor further agrees that the cost of removal of any materials, shrubbery, crops, improvements, personal property or debris that are installed on the Property Interests shall be the sole responsibility of Grantor.

15. Any notice either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by registered or certified mail, return receipt requested. If by mail, service shall be deemed to have been received by such party at the time the notice is delivered to the following addresses:

**To Grantor:**

CITY OF MONTCLAIR  
5111 Benito St., Montclair, CA 91763  
Attn: Noel Castillo, P.E.  
Public Works Director / City Engineer

**To SBCTA:**

1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410-1715  
Attn: Paula Beauchamp  
Director of Project Delivery

**With a copy to:**

Woodruff, Spradlin & Smart  
555 Anton Boulevard, Suite 1200  
Costa Mesa, CA 92626  
Attn: Craig Farrington/Alyson Suh

## RIGHT OF WAY CONTRACT

RW 8-3 (Rev. 6/95)

16. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, subsequent purchasers, successors, and/or assignees. SBCTA may freely assign any or all of its interests or rights under this Agreement.
17. Grantor represents and warrants that during the period of Grantor's ownership of the Properties, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under any of the Properties. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes on, from, or under any of the Properties which may have occurred prior to Grantor taking title to the Properties.

The acquisition price of the Property Interests being acquired in this transaction reflects the full and complete settlement of the Property Interests without the presence of contamination. If the Property Interests being acquired are found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, SBCTA may elect to recover its clean-up costs from those who caused or contributed to the contamination including, but not limited to, Grantor.

18. It is understood and agreed that the fully executed Grant Deeds, Permanent Subsurface Easement Deeds, Permanent Utility Easement Deeds, and Temporary Construction Easement Deeds may be recorded in the Recorder's Office for the County of San Bernardino.
19. SBCTA reserves the right to cancel escrow and terminate this Agreement if at any time SBCTA determines that the Property Interests are no longer needed for the Project.
20. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and may not be modified except by an instrument in writing signed by the party to be bound thereby.
21. If any term or provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.
22. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.
23. This Agreement may be executed in counterparts, including by facsimile and/or e-mail, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

*In Witness Whereof*, the Parties vested have executed this Agreement the day and year set forth below.

**RIGHT OF WAY CONTRACT**

RW 8-3 (Rev. 6/95)

CITY OF MONTCLAIR

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

Name: Javier John Dutrey

Its: Mayor

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

ATTEST:

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

Name: Andrea M. Phillips

Its: City Clerk

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

APPROVED AS TO FORM:

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

Name: Diane E. Robbins

Its: City Attorney

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

SAN BERNARDINO COUNTY TRANSPORTATION  
AUTHORITY (SBCTA)

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

Raymond W. Wolfe, PhD  
Executive Director

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

APPROVED AS TO FORM:

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

Craig Farrington/Alyson Suh  
Attorneys for San Bernardino County  
Transportation Authority



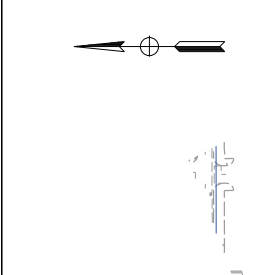
APN	Acquisition Interests Needed (sq. ft.)					Revised Total Compensation
	Fee	Permanent Easement	Tempoary Easement	Utility Easement	Just Compensation	
1008-191-05 & 1008-351-01		396				
		991	5,026		\$ 15,200.00	\$ 3,040.00
1008-332-03	2,386		3,252		\$ 254,000.00	\$ 50,800.00
<i>*Improvements and related incentive deducted from Just Comp (see NOTES below)</i>						
1009-145-92 & 1009-131-03	155					
	44		13,663		\$ 96,500.00	\$ 19,300.00
1008-311-06, 17, 18 & 19	6,896	1,698	8,495	170	\$ 534,535.00	\$ 100,000.00
<i>*Fixtures &amp; Equipment for cell tower and related incentive deducted from offer (see NOTES below)</i>						
1009-153-58 (prev. Richmond American)	75		598		\$ 850.00	\$ 1,000.00
1009-153-60 (prev. Richmond American)			26		\$ 500.00	\$ 1,500.00
<b>TOTAL</b>						\$ 570,590.00

**NOTES**

*\*Per agreement, SBCTA to handling reconfiguration / reconstruction of Freedom Plaza monument area improvements. All improvements identified to be paid to the City related to the area to be reconstructed by SBCTA are deducted from the Just Compensation (\$98, 400). The Just Compensation for the interests needing to be acquired is \$172,000. The 20% incentive related to the reduced Just Compensation is \$34,400, for a total of \$206,400.*

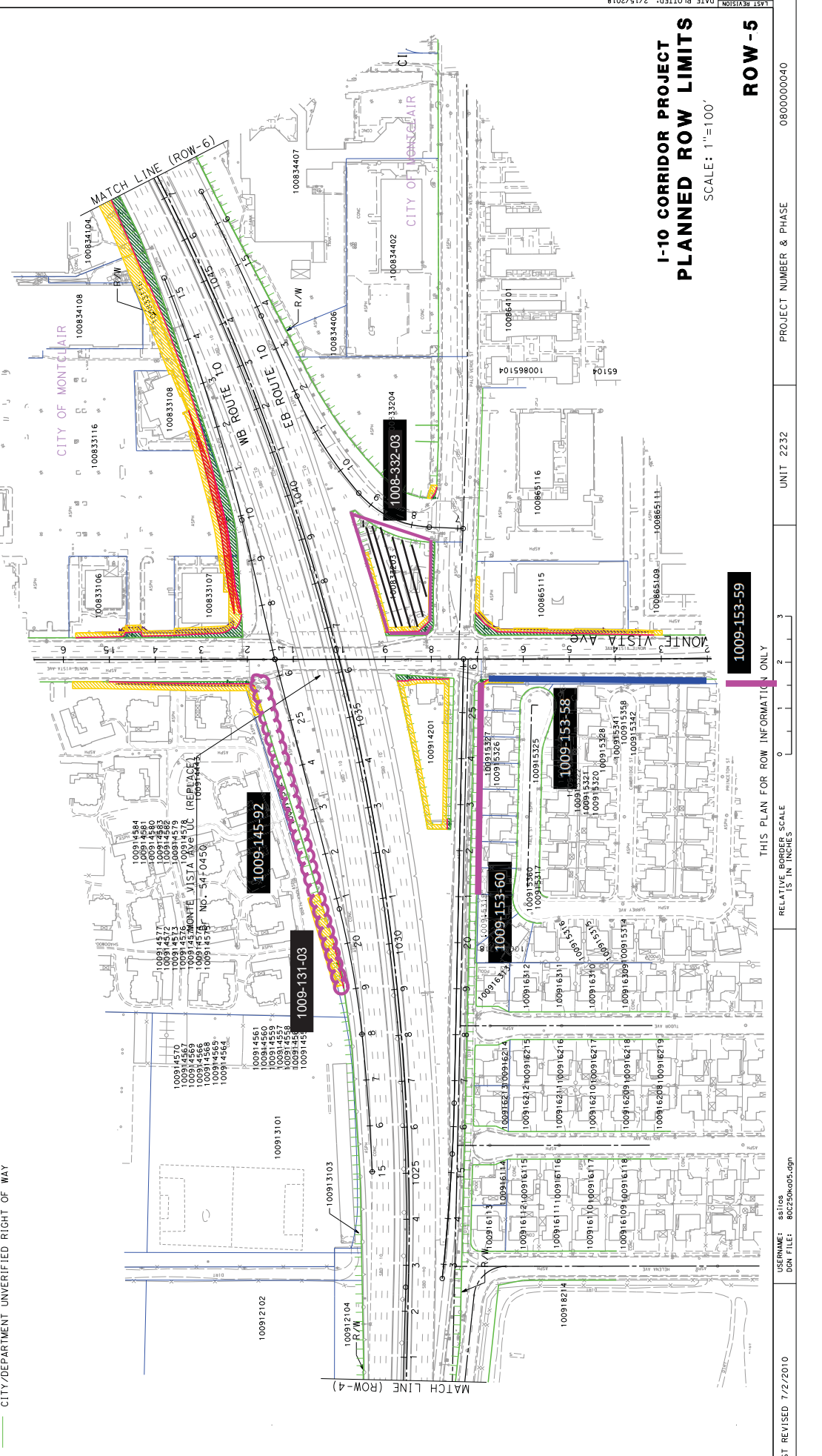
*\* Payment of the Just Compensation for the Fixtures & Equipment for the cell tower is to be reconciled between the City and cell tower owner to determine appropriate payment distribution. The Just Compensation for the interests needing to be acquired is \$189,000. The 20% incentive related to the reduced Just Compensation is \$37,800, for a total of \$226,800.*

DIS* COUNTY	ROUTE	POST MILES	SHEET TOTAL
08* L.A.Sbd	10	0.0/0.37.0	NO. SHEETS
REGISTERED CIVIL ENGINEER		DATE	
PLANS APPROVAL DATE		NO.	REGISTRATION
THE STATE OF CALIFORNIA OR ITS OFFICERS		EXP.	CIVIL
OR AGENT'S SHALL NOT BE RESPONSIBLE FOR		NO.	PROFESSIONAL ENGINEER
ANY ERRORS OR OMISSIONS OR NEGLIGENCE		DATE	
OR ANY OTHER PERSONS OR FIRMS			
WHICH ARE NOT PART OF THIS PLAN SHEET.			
UNTR. SAN BERNARDINO COUNTY			
TRANSPORTATION AUTHORITY			
200 E. SANDPOINTE AVE.			
SUITE 200			
SANTA ANA, CA 92707			



**FOR INFORMATION REGARDING THE PLANNED ROW LIMITS LINES, SEE EXHIBIT 1: ABBREVIATIONS AND DEFINITIONS**

- NOTES:**  
 FOR ACCURATE RIGHT OF WAY DATA,  
 CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
- LEGEND:**
- FEE ACQUISITION
  - PERMANENT EASEMENT (SUBSURFACE)
  - PUBLIC UTILITY EASEMENT
  - TEMPORARY CONSTRUCTION EASEMENT
  - EXISTING DEPARTMENT RIGHT OF WAY
  - PARCEL
  - PROPOSED RIGHT OF WAY
  - CITY/DEPARTMENT UNVERIFIED RIGHT OF WAY





NOTES:  
 FOR ACCURATE RIGHT OF WAY DATA,  
 CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

FOR INFORMATION REGARDING THE PLANNED ROW LIMITS LINES,  
 SEE EXHIBIT 1: ABBREVIATIONS AND DEFINITIONS

- LEGEND:**
- FEE ACQUISITION
  - PERMANENT EASEMENT (SUBSURFACE)
  - PUBLIC UTILITY EASEMENT
  - TEMPORARY CONSTRUCTION EASEMENT
  - EXISTING DEPARTMENT RIGHT OF WAY
  - PARCEL
  - PROPOSED RIGHT OF WAY
  - CITY/DEPARTMENT UNVERIFIED RIGHT OF WAY

DIS#	COUNTY	ROUTE	POST MILES	TOTAL PROJECT SHEETS	SHEET TOTAL SHEETS
08	L.A.Sbd	10	0.0/0.37.0	0.0/0.37.0	

REGISTERED CIVIL ENGINEER	DATE

PLANS APPROVAL DATE	No.

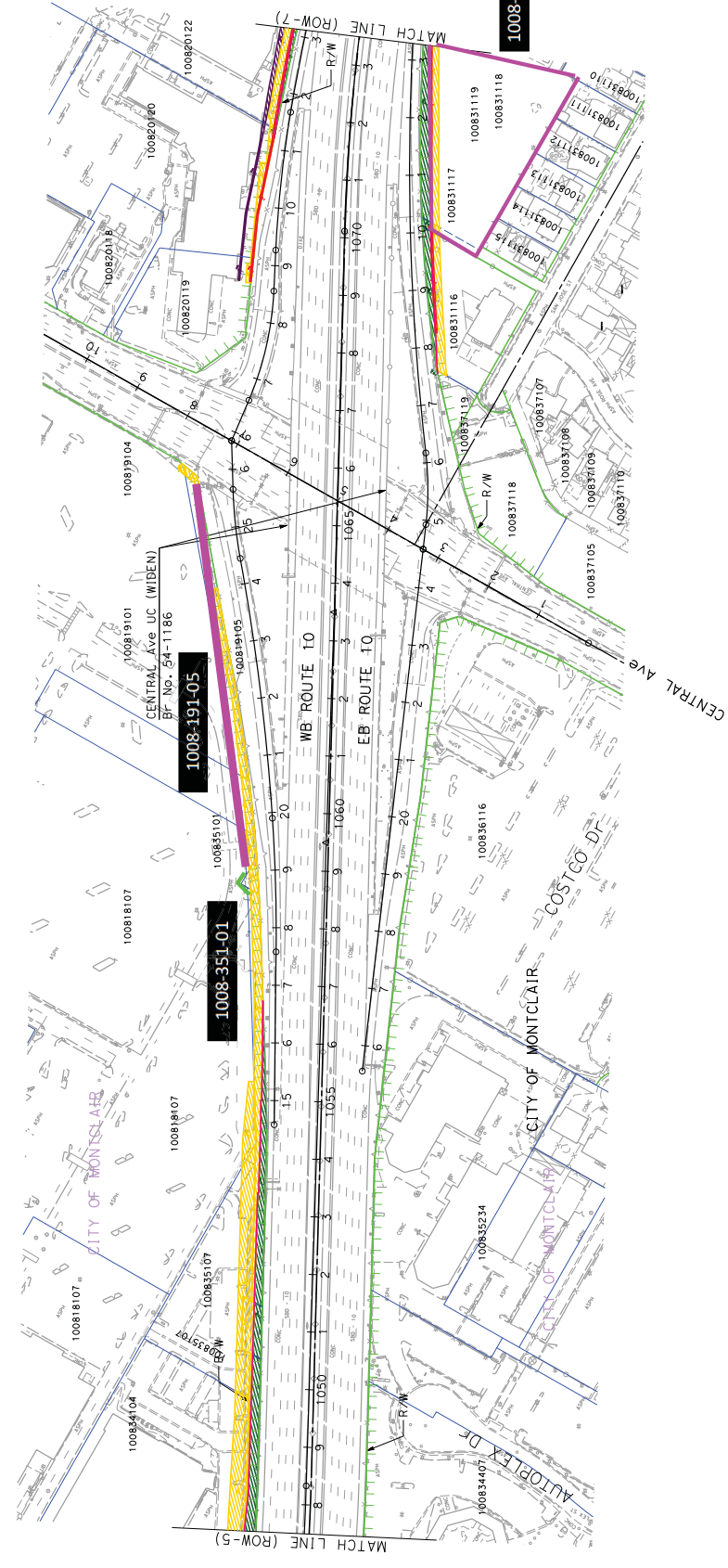
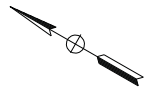
  

THE STATE OF CALIFORNIA AND ITS OFFICERS  
 OR AGENTS SHALL NOT BE RESPONSIBLE FOR  
 THE ACCURACY OR COMPLETENESS OF ANY  
 COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER  
 No. 1000000000  
 CIVIL  
 STATE OF CALIFORNIA

UNTR. SAN BERNARDINO COUNTY  
 TRANSPORTATION AUTHORITY  
 200 E. SANDPOINTE AVE.  
 SUITE 200  
 SANTA ANA, CA 92707







# AGENDA REPORT

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<b>DATE:</b>	MARCH 18, 2019	<b>FILE I.D.:</b>	HSV030
<b>SECTION:</b>	AGREEMENTS	<b>DEPT.:</b>	HUMAN SVCS.
<b>ITEM NO.:</b>	2	<b>PREPARER:</b>	A. COLUNGA
<b>SUBJECT:</b>	CONSIDER APPROVAL OF AGREEMENT NO. 19-27, AMENDMENT NO. 1 TO AGREEMENT NO. 18-38 WITH ONTARIO-MONTCLAIR SCHOOL DISTRICT TO PROVIDE EXTENDED-DAY KINDERGARTEN PROGRAMS		

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 19-27, Amendment No. 1 to Agreement 18-38 with the Ontario-Montclair School District (OMSD) to provide extended-day kindergarten programs. Proposed Agreement No. 19-27 is attached for review and consideration by the City Council.

**BACKGROUND:** The Human Services Department has delivered after-school programs within OMSD at 10 schools since 1999. The goal of proposed extended-day kindergarten programs is to provide the highest quality after-school programming to students within OMSD in an effort to help close the achievement gap.

City of Montclair Expanded Learning program staff will deliver early education activities, including physical activities, for kindergarten students at each of ten school sites within OMSD at a supervision ratio of not more than 15 students to 1 staff member.

Proposed Agreement No. 19-27 would provide increased funding for the extended-day kindergarten programs at the following school sites: Buena Vista, El Camino, Howard, Kingsley, Lehigh, Mission, Monte Vista, Montera, Moreno, and Ramona. The increased funding is to support increased costs due to the increase in minimum wage and an increased student demand for the program.

The total amount of funding, including the proposed increase, for these ten school sites is \$106,497.50.

The term of proposed Agreement No. 19-27, Amendment No. 1 to Agreement 18-38, is July 1, 2018, through June 30, 2019.

**FISCAL IMPACT:** Should the City Council approve Agreement No. 19-27, OMSD would pay the City of Montclair \$14,630, in addition to the \$91,867.50 approved in Agreement 18-38, to fund personnel and supplies for the extended-day Kindergarten program.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 19-27 with the Ontario-Montclair School District to provide extended-day kindergarten after-school programs.



ONTARIO-MONTCLAIR SCHOOL DISTRICT
Ontario, California

Agreement No. 19-27
Amendment No. 1 to
Agreement No. 18-38

AMENDMENT TO CONSULTANT SERVICES

Contract #: C-189-058 Amendment: M 1 Original Start Date 06/21/18 Original End Date 06/30/19

Contract 189-058 is herewith amended between the Ontario-Montclair School District and City of Montclair as authorized by the Terms and Conditions of the original Agreement except for:

AMENDMENT TO TERM (only to be filled out if the original date of agreement is changing):

Start Date: End Date: REQUIRED IF EXTENDING TERM

AMENDMENT TO SERVICES:

AMENDMENT TO COMPENSATION:

DISTRICT agrees to compensate CONSULTANT in the following manner: Increase contract by \$14,630 as a result of increased student demand.

In witness whereof, the parties hereto have caused this Agreement to be executed on Date of Board Meeting:

DISTRICT

Signature Phil Hillman
Printed Name
Chief Business Official
Title
Ontario-Montclair School District
950 West D Street Ontario, CA 91762
(909) 459-2500

CONSULTANT

Signature Javier John Dutrey
Printed Name
Mayor
Title
5111 Benito St. Montclair, CA 91763
Address
(909) 626-8571
Telephone Number

Approved by Board of Trustees:



# AGENDA REPORT

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<b>DATE:</b>	MARCH 18, 2019	<b>FILE I.D.:</b>	CVC060
<b>SECTION:</b>	RESOLUTIONS	<b>DEPT.:</b>	PUBLIC WORKS
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	N. CASTILLO

**SUBJECT:** CONSIDER ADOPTION OF RESOLUTION NO. 19-3231 DECLARING THE NEED FOR EMERGENCY CONTRACTING PROCEDURES AND STORM DRAIN INLET INSTALLATION AT THE COMMUNITY CENTER GYMNASIUM

CONSIDER APPROVAL OF AGREEMENT NO. 19-23 FOR THE GYMNASIUM STORM DRAIN INLET PROJECT TO SULLY MILLER CONTRACTING COMPANY IN THE AMOUNT OF \$27,800

CONSIDER AUTHORIZING A \$30,000 APPROPRIATION FROM THE CONTINGENCY FUND FOR THE GYMNASIUM STORM DRAIN INLET PROJECT

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**REASON FOR CONSIDERATION:** The City Council is requested to make the necessary findings to declare the need for emergency contracting procedures for installation of storm drain inlet, trenching, and cobble stones near the Alma Hofman Park restrooms to prevent additional flooding at the community Center gymnasium. Under Public Contract Code Section 22050, a 4/5 majority vote of the governing board is required to initiate emergency contracting procedures. Agreements with the City require City Council approval.

**BACKGROUND:** An unprecedented amount of rain in recent years fell on Montclair and surrounding areas. During a recent rain event, the downpour caused such a large accumulation of water that the current drainage system around the Community Center was unable to remove the water, subsequently allowing water to flow into the gymnasium and under the wood floor. Costly repairs and remedial efforts were required.

Staff has identified the deficiency in the drainage system and the attached agreement will put in place the measures that will allow water to drain away from the building. The storm drain inlet and trench drain that will be installed will be the permanent measures to solve this drainage issue.

Sully Miller Contracting Company was selected to perform the work. The anticipated duration of this project is 30 working days, with the work expected to begin in late March and completed no later than May 1, 2019.

**FISCAL IMPACT:** The proposed agreement is expected to cost \$27,800. An additional \$2,200 is requested as a contingency should quantities exceed what has currently been estimated. A total appropriation of \$30,000 is requested from the Contingency Fund.

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

1. Adopt Resolution No. 19-3231 declaring the need for emergency contracting procedures and storm drain inlet installation at the Community Center gymnasium.
2. Consider approval of agreement 19-23 with Sully Miller Contracting Company for the Gymnasium Inlet Project in the amount of \$27,800.
3. Consider authorization of a \$30,000 appropriation from the contingency fund for the Project.

RESOLUTION NO. 19-3231

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR DECLARING THE NEED FOR EMERGENCY CONTRACTING PROCEDURES AND AUTHORIZING INSTALLATION OF A STORM DRAIN INLET AT THE COMMUNITY CENTER GYMNASIUM**

**WHEREAS**, Section 20160, et seq., of the California Public Contract Code defines the process to be used by cities in the acquisition of construction services for public projects; and

**WHEREAS**, Section 20162 of the California Public Contract Code requires construction contracts in excess of \$5,000 be advertised and awarded to the lowest responsible bidder; and

**WHEREAS**, Section 20168 of the California Public Contract Code allows the legislative body of a city, in the case of an emergency and by a four-fifths majority vote, to pass a resolution to forego customary bid procedures when it is determined that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, and/or property by taking any necessary steps to procure equipment, services, and supplies for those purposes; and

**WHEREAS**, upon adoption of the resolution, the agency may expend any sum required in the emergency, provided the agency complies with Chapter 2.5 (commencing with Section 22050) of the California Public Contract Code; and

**WHEREAS**, Section 22050 of the California Public Contract Code provides a contracting procedure to be used in the event of an emergency; and

**WHEREAS**, recent flooding has left the Community Center gymnasium floor unusable and further damage to said floor is imminent unless mitigated immediately; and

**WHEREAS**, it is impractical to close the gymnasium to public activities for an extended period of time while bid documents are prepared and advertised in accordance with Section 20160, et seq., of the California Public Contract Code; and

**WHEREAS**, said flooring damages can most effectively be repaired by contracting with a contractor for the required services.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair, in accordance with Sections 20168 and 22050 of the California Public Contract Code, does hereby make the following findings:

SECTION 1. The emergency will not permit a delay that would result from a competitive solicitation for bids and that the action is necessary to respond to the emergency; and

SECTION 2. Based on substantial evidence set forth by City staff, which testimony is hereby incorporated by reference, the public interest and necessity demand the immediate expenditure of public money to safeguard property without the customary public bid procedures for such public improvements; and

SECTION 3. Delegates to the City Manager the authority to enter into a construction contract with Sully Miller Contracting Company, to perform any and all work necessary to install a storm drain inlet structure and miscellaneous work to protect Community Center wood gymnasium floor from future flood damage.

**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. 19-3231 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:  
NOES  
ABSENT:  
ABSTAIN:

---

Andrea M. Phillips  
City Clerk



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

**A. Recitals.**

- (i) There is need for emergency contracting procedures for the installation of a storm drain inlet, trenching, and cobble stones near the Alma Hofman Park restrooms to prevent additional flooding.
- (ii) CITY did accept the bid of CONTRACTOR.
- (iii) CITY has authorized the City Clerk and Mayor to enter into a written contract with CONTRACTOR for furnishing labor, equipment, and material for the construction of:

**MONTCLAIR SENIOR CENTER & PARK IMPROVEMENTS**

"PROJECT" hereinafter.

**B. Resolution.**

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

1. GENERAL SCOPE OF WORK: CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do all work contemplated and embraced for the PROJECT. Said PROJECT to be performed in accordance with specifications and standards on file in the Office of the City Engineer and in accordance with bid prices hereinafter mentioned and in accordance with the instructions of the Engineer.
2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The aforesaid specifications are incorporated herein by reference thereto and made a part hereof with like force and effect as if all of said documents were set forth in full herein. Said documents, the Notice Inviting Bids, the Instructions to Bidders, the Proposal and any City-issued addenda, together with this written Agreement, shall constitute the contract between the parties. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written Agreement, the provisions of this written Agreement shall control.
3. TERMS OF CONTRACT: The CONTRACTOR agrees to execute the contract within ten (10) calendar days from the date of notice of award of the contract and to complete his portion of PROJECT within the time specified in the Special Provisions. CONTRACTOR agrees further to the assessment of liquidated damages in the amount specified in the Special Provisions or the Standard Specifications, whichever is higher, for each calendar day PROJECT remains incomplete beyond the expiration of the completion date. CITY may deduct the amount thereof from any moneys due or that may become due

the CONTRACTOR under this contract. Progress payments made after the scheduled date of completion shall not constitute a waiver of liquidated damages.

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

5. **INSURANCE:**

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

(1) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, with minimum limits of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and \$2,000,000 aggregate total bodily injury, personal injury and property damage. Commercial General Liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

**Products-Completed Operations:** Contractor shall procure and submit to City evidence of insurance for a period of at least three (3) years from the time that all work under this Contract is completed.

(2) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits of \$1,000,000 for bodily injury and property damage, each accident. If Contractor owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

(3) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

(b) Endorsements-Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

(1) The insurance coverages required by Section (a)(1) Commercial General Liability; and (a)(2) Automobile Liability Insurance shall contain the following provisions or be endorsed to provide the following:

**Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the

Contract. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of contractor
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the Contract)

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

(2) The policy or policies of insurance required by Section (a)(3) Workers' Compensation shall be endorsed, as follows:

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

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

(d) Waiver of Subrogation-Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision.

(e) Evidence of Insurance-The Contractor, concurrently with the execution of the contract, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Deductible or Self-Insured Retention-Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(g) Contractual Liability-The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this contract.

(h) Failure to Maintain Coverage-Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Contractor until Contractor has fully complied

with the insurance provisions of this Contract. In addition, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

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

(i) Acceptability of Insurers-Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

(j) Claims Made Policies-If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor's Contract with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least three (3) years from termination or expiration of this Contract.

Upon expiration or termination of coverage of required insurance, Contractor shall procure and submit to City evidence of "tail" coverage or an extended reporting coverage period endorsement for the period of at least three (3) years from the time that all work under this contract is completed.

(k) Insurance for Subcontractors-Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the City as an Additional Insured to the Subcontractor's policies.

6. CONTRACTOR'S LIABILITY: The City of Montclair and its respective officers, agents and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the project or any part thereof, or for any of the materials or other things used or employed in performing the project; or for injury or damage to any person or persons, either workmen, employees of the CONTRACTOR or his subcontractors or the public, whatsoever arising out of or in connection with the performance of the project. The CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY during the progress of the project or at any time before its completion and final acceptance. The CONTRACTOR will indemnify CITY against and will hold and save CITY harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of the CONTRACTOR, his agents, employees, subcontractors, or invitees provided for herein, whether or not there is concurrent passive or active negligence on the part of CITY, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY, and in connection therewith:

a. The CONTRACTOR will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.

b. The CONTRACTOR will promptly pay any judgment or award rendered against the CONTRACTOR or CITY covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the CONTRACTOR hereunder or reasonable settlement in lieu of judgment or award, and the CONTRACTOR agrees to save and hold the CITY harmless therefrom.

c. In the event CITY is made a party to any action or proceeding filed or prosecuted against the CONTRACTOR for damages or other claims arising out of or in connection with the project, operation, or activities of the CONTRACTOR hereunder, the CONTRACTOR agrees to pay to CITY any and all costs and expenses incurred by CITY in such action or proceeding together with reasonable attorneys' fees.

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

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

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

9. CONTRACT PRICE AND PAYMENT: CITY shall pay to the CONTRACTOR for furnishing the material and doing the prescribed work the unit prices set forth in accordance with CONTRACTOR's Proposal dated **February 8, 2019**.

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

11. EFFECT OF PARTIAL INVALIDITY

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

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

CONTRACTOR

CITY

**SULLY-MILLER CONTRACTING  
COMPANY**

**CITY OF MONTCLAIR, CALIFORNIA**

135 S. State College Blvd., Suite 400  
Brea, Ca., 92821

5111 Benito Street  
Montclair, CA 91763

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

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

\_\_\_\_\_  
Title

**ATTEST:**

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

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

\_\_\_\_\_  
Title

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney



SULLY-MILLER CONTRACTING CO.

SULLY-MILLER CONTRACTING COMPANY

135 S. State College Blvd., Suite 400
Brea, CA. 92821
Telephone: (714) 578-9600 Fax: (714) 578-9672

California State License No. 747612-A D.I.R. No. 100003664

To: City of Montclair

Date: 2/8/2019

Attn: Noel Castillo

S-M Ref. No.: Montclair Senior Center & Park Improvements

Sully-Miller Contracting Company, referred to herein as Contractor, proposes to construct the items listed below upon the terms set forth herein for: Install, Inlet, Trench Drain, & Cobbles

Table with 6 columns: ITEM #, DESCRIPTION, APPROX QUANTITY, UNIT, UNIT PRICE, EXT PRICE. Rows include Mobilization, Furnish and Install Inlet in planter area, Install Trench Drain in front of Restrooms, and Furnish and Install Cobbles in 3 planters.

Conditions/Exclusions:

- 1. Performance bond premium is not included...
2. Water is to be furnished to an on-site source by others.
3. Special conditions imposed by any permits issued to owner...
4. This proposal and notes must be accepted as a part of the contract...
5. Traffic control is excluded.
6. All work is based on weekdays and 8 hour work days...
7. Not responsible for proper drainage of asphalt design...
8. Adjusting and/or paving of utility valves, manholes, etc. by others.
9. Removal of soil for cobble installation included.
10. Excludes the following: Field office, demolition, grading, SWPPP, landscaping, irrigation, builders risk insurance, removals, dust control, security, removal and installation of fencing, temporary fencing, erosion control, noise barrier, rock base installation, geotextile installation, crack sealing, striping, concrete, weed kill, final proof rolling of rock base material, cold milling, chip seal, underground utilities, and flood testing.

General Conditions:

- 1. The above unit prices are valid for work performed on or before June 30, 2019.

2. Engineering, survey, staking, testing, permits or inspection fees by others.
3. Pricing based on a ONE (1) move-in option and a TWO (2) move in option. Cost of TWO (2) move in option is an add of LS \$ 2,500.
4. Handling and disposing of hazardous and/or contaminated soil is hereby excluded.
5. Special conditions imposed by any permits issued to owner, and not noted on the plans or specifications, will not be considered in the scope of work and shall be termed extra work.
6. This proposal and notes must be accepted as a part of the contract, and so specified, if a special contract form is used.
7. Contractor will perform all work with due care. However, contractor will not assume any responsibility, nor shall it be held liable, financial or otherwise, for damages to unknown underground utilities. It is, therefore, agreed that contractor will be held harmless by Owner from all claims, action, liability, loss, damage or suit for damages to such underground utilities whose presence and precise locations are not made known to contractor in advance of performance by the delivery of written reports that specifically identify the presence and precise locations of the utilities.
8. Contractor shall have a continuing obligation to provide **Subcontractor assurance of Owner's payment** obligation pursuant to this or any proposal, including any contract that may follow. Contractor acknowledges that Contractor is responsible for providing subcontractor with information concerning the financing and payment for **subcontractor's services and that** subcontractor shall have the right to investigate and determine to its satisfaction at **subcontractor's absolute discretion, which right may be** exercised at any time, whether to cancel, withdraw or terminate any written or oral proposal or agreement. If Contractor funded, subcontractor shall have the right to require the funds deposited into an escrow account to be disbursed in accordance with the terms of the contract. By responding to this proposal Contractor acknowledges and agrees to the above terms, including any subsequent written or oral agreement, which shall survive its termination for any reason.

ALL PROVISIONS OF THIS PROPOSAL MUST BE INCLUDED IN ANY SUBCONTRACT – OR THE PROPOSAL BECOMES NULL & VOID

TERMS: PROGRESS PAYABLE BY THE 10<sup>TH</sup> OF EACH MONTH FOR ALL WORK COMPLETED FOR THE PRIOR 30-DAY PERIOD. WHEN SIGNED BY THE OWNER AND CONTRACTOR'S REPRESENTATIVE AND APPROVED BY AN OFFICER, THIS WILL CONSTITUTE A FIRM CONTRACT BETWEEN BOTH PARTIES HERETO, FOR ALL LABOR, EQUIPMENT AND MATERIALS HEREIN REFERRED TO. ACCORDING TO TERMS AND CONDITIONS ATTACHED. WE ARE A UNION CONTRACTOR, NOT A MINORITY.

**ACCEPTED:**

\_\_\_\_\_  
 Owner/Contractor  
 Please sign and return

\_\_\_\_\_  
 Date Signed

\_\_\_\_\_  
 Contractor

FROM: Tammy Roehl, Asst. Project Manager  
 714 720-7498

\_\_\_\_\_  
 Approved By:  
 Contractor Authorized Corporate Officer

***This quote is valid for 30-days from date of issue. Please sign and return this quote, or submit a purchase order and/or contract document within 30-days to retain the prices quoted. NOT VALID UNTIL COUNTERSIGNED BY AN SMCC CORPORATE OFFICER.***

**2 of 2**





# AGENDA REPORT

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<b>DATE:</b>	MARCH 18, 2019	<b>FILE I.D.:</b>	EQS054/FWY157/FWY200
<b>SECTION:</b>	RESOLUTIONS	<b>DEPT.:</b>	CITY MGR.
<b>ITEM NO.:</b>	2	<b>PREPARER:</b>	M. FUENTES
<b>SUBJECT:</b>	CONSIDER ADOPTION OF RESOLUTION NO. 19-3233 DONATING UNION PACIFIC CABOOSE NO. UP25392 LOCATED AT SPIRIT OF FREEDOM PLAZA TO THE RAILWAY AND LOCOMOTIVE HISTORICAL SOCIETY OF SOUTHERN CALIFORNIA		

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**REASON FOR CONSIDERATION:** The City Council is requested to consider adoption of Resolution No. 19-3233 donating Union Pacific Caboose No. UP25392 located at Spirit of Freedom Plaza to the Railway and Locomotive Historical Society of Southern California.

A copy of proposed Resolution No. 19-3233 is attached for City Council review and consideration.

**BACKGROUND:** In 1986, the Union Pacific Railroad donated to the City of Montclair Union Pacific Caboose No. UP25392 in order to help the City promote and preserve its rich rail heritage and to provide a museum display for the Montclair Historical Society. As part of the donation, Union Pacific Railroad arranged for the transportation and placement of the caboose at Alma Hofman Park.

Throughout the 1980's, 1990's, and early 2000's, the caboose served as the center of activity for the City's annual holiday Tree Lighting and Visit with Santa Claus event. For a period of time, the caboose was open to the public for tours and was also used to house historical artifacts dating back to the City's citrus past.

In 2004, the caboose was relocated to the Spirit of Freedom Plaza adjacent to the Monte Vista Avenue/ I-10 Freeway interchange. The caboose was relocated in order to accommodate construction of the City's 11,000 square foot skate park located at Alma Hofman Park. As part of the relocation, the City entered into Agreement No. 04-30 with Mariposa Horticultural Enterprises for the construction of the Montclair Caboose Relocation Project. This project consisted of relocating the caboose, clearing and grubbing of land, and installation of irrigation, security lighting, fencing, and landscaping.

Since its relocation to Spirit of Freedom Plaza, the caboose has not been accessible to visitors and is not in a current state of repair, which would allow the caboose to be open to the public for tours. As such, the caboose has remained closed to the public.

### ***Railway and Locomotive Historical Society of Southern California***

The City of Montclair was recently contacted by the Railway and Locomotive Historical Society of Southern California (RLHSSC) regarding the possible acquisition of the caboose. The RLHSSC would like to acquire the caboose and house it at the Rail Giants Museum located at the Pomona Fairplex in Pomona, California. The RLHSSC has offered to relocate and transport the caboose at no cost to the City.

RLHSSC, founded in 1921, is the oldest organization in North America devoted to railroad history. RLHSSC is a designated IRS 501(c)(3) public non-profit organization created and incorporated in the State of California. The mission of the organization is to educate the public about railroad history through a variety of programs offered to the public.

The Rail Giants Museum houses some of the country's most well-preserved locomotives, cabooses, and other railroad artifacts. The Rail Giants Museum also houses several workshops where members of the Railway and Locomotive Historical Society of Southern California work to restore dilapidated locomotives, cabooses, and other rail cars.

In having discussions with the RLHSSC, City Staff noted that due to the I-10 Corridor Express Lane and Monte Vista Avenue Interchange Projects, the caboose located at Freedom Plaza will need to be relocated.

As part of I-10 Corridor Express Lane and Monte Vista Avenue Interchange Projects, the Spirit of Freedom Plaza will be reduced in size to accommodate the widening of Monte Vista Avenue Southbound and Northbound under Monte Vista Avenue/I-10 Freeway Bridge and the widening of the Eastbound I-10 onramp.

This will require the relocation of the "Spirit of Freedom" monument, the caboose, and an existing cellular tower, which all currently reside at Spirit of Freedom Plaza. While the "Spirit of Freedom" monument and the existing cellular tower can be relocated on-site, the City will need to relocate the caboose off-site.

While the City could relocate the caboose to another location, staff believes that the community would be best served if the caboose were to be donated to the RLHSSC; given the RLHSSC's ability to restore and refurbish the Caboose and provide access to the public to the Caboose at the Rail Giants Museum as a museum display. Furthermore, relocation of the caboose to the Rail Giants Museum would make it readily accessible to the public at large.

As such, staff is recommending the City Council approve proposed Resolution No. 19-3233 donating Union Pacific Caboose No. UP25392 located at Spirit of Freedom Plaza to the Railway and Locomotive Historical Society of Southern California.

### ***1-10 Corridor Express Lane and Monte Vista Avenue Interchange Projects***

The California Department of Transportation (Caltrans) in cooperation with the San Bernardino County Transportation Authority (SBCTA) are planning to add two Express Lanes, one in each direction, on a 33-mile section from the Los Angeles-San Bernardino County line at Montclair to Ford Street in Redlands, as well as convert existing HOV Lanes to Express Lanes, for a total of two Express Lanes in each direction. The project is intended to improve traffic flow on the I-10 Freeway corridor through the west- and east-valley areas of San Bernardino County.

In Montclair, the I-10 project will be widened primarily along the existing Caltrans right-of-way. The project will also add an auxiliary lane at various points along the general-purpose lanes for traffic to weave in and out at off-ramps.

The I-10 Corridor Express Lane project is estimated to cost approximately \$1.8 billion. The project is planned to break ground later this year.

As part of the I-10 Corridor Express Lane Project, the Monte Vista Avenue bridge at the I-10 Freeway will be widened to accommodate the addition of Express Lanes;

concurrently, Monte Vista Avenue at the I-10 Freeway bridge will be widened, improving north-south surface street traffic circulation.

The Monte Vista Avenue Interchange project will widen Monte Vista Avenue Southbound and Northbound under Monte Vista Avenue/I-10 Freeway Bridge with improvements to accommodate intersection approach improvements. The Monte Vista Avenue bridge project is estimated to cost approximately \$45 million. The project is planned to break ground later this year.

**FISCAL IMPACT:** There would be no direct fiscal impact associated with the City Council adopting proposed Resolution No. 19-3233. It should be noted that when the caboose was relocated from Alma Hofman Park to Freedom Plaza, the relocation and subsequent preparation of the site cost the City roughly \$70,000.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 19-3233 donating Union Pacific Caboose No. UP25392 located at Spirit of Freedom Plaza to the Railway and Locomotive Historical Society of Southern California.

RESOLUTION NO. 19-3230

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR DONATING UNION PACIFIC CABOOSE NO. UP25392 LOCATED AT SPIRIT OF FREEDOM PLAZA TO THE RAILWAY AND LOCOMOTIVE HISTORICAL SOCIETY OF SOUTHERN CALIFORNIA**

**WHEREAS**, in 1986, the Union Pacific Railroad donated to the City of Montclair (“City”) Union Pacific Caboose No. UP25392 (“Caboose”) in order to help the City promote and preserve its rich rail heritage and to provide a museum display for the Montclair Historical Society; and

**WHEREAS**, in 1987, the caboose was transported and placed at Alma Hofman Park by the Union Pacific Railroad; and

**WHEREAS**, throughout the 1980s, 1990s, and early 2000s, the Caboose served as the center of activity for the City’s annual holiday Tree Lighting and Visit with Santa Claus event and was also used to house historical artifacts dating back to the City’s citrus past; and

**WHEREAS**, in 2004, the Caboose was relocated to the Spirit of Freedom Plaza adjacent to the Monte Vista Avenue/I-10 Freeway interchange in order to accommodate construction of the City’s 11,000 square foot skate park located at Alma Hofman Park; and

**WHEREAS**, since its relocation to Spirit of Freedom Plaza, the Caboose has not been accessible to the public and is not in a current state of repair, which prevents the Caboose from being open to the public for tours; and

**WHEREAS**, the City lacks the resources and expertise to restore the Caboose to its full glory; and

**WHEREAS**, as part of 1-10 Corridor Express Lane and Monte Vista Avenue Interchange Projects, the Spirit of Freedom Plaza will be reduced in size to accommodate the widening of Monte Vista Avenue Southbound and Northbound under Monte Vista Avenue/I-10 Freeway Bridge and the widening of the Eastbound 1-10 onramp, thereby necessitating the relocation of the Caboose; and

**WHEREAS**, the City was recently contacted by the Railway and Locomotive Historical Society of Southern California (RLHSSC) regarding the possible acquisition of the Caboose; and

**WHEREAS**, the RLHSSC would like to fully restore and refurbish the Caboose and house it at the Rail Giants Museum located at the Pomona Fairplex in Pomona, California; and

**WHEREAS**, the City believes that the community would be best served if the Caboose were to be donated to the RLHSSC; given the RLHSSC’s ability to restore and refurbish the Caboose and provide access to the public to the Caboose at the Rail Giants Museum as a museum display; and

**WHEREAS**, the City recognizes the benefit in preserving and maintaining items with cultural and historical significance; and

**WHEREAS**, the relocation of the Caboose to the Rail Giants Museum would make it readily accessible to the public at large; and

**WHEREAS**, the City believes that the donation of the Caboose to the RLHSSC would promote the public interest and serve a public purpose if donated to the RLHSSC.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Montclair hereby authorizes the donation of Union Pacific Caboose No. UP25392 to the Railway and Locomotive Historical Society of Southern California.

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

ATTEST:

\_\_\_\_\_  
Mayor

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

I, Andrea M. Phillips, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 19-3233 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

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Andrea M. Phillips  
City Clerk

**MINUTES OF THE REGULAR MEETING OF THE PUBLIC WORKS COMMITTEE HELD ON THURSDAY, SEPTEMBER 20, 2018, AT 4:00 P.M. IN THE CITY MANAGER CONFERENCE ROOM, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA**

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**I. CALL TO ORDER**

Chair Raft called the meeting to order at 4:00 p.m.

**II. ROLL CALL**

Present: Chair Raft; Committee Member Martinez; City Manager Starr; Deputy City Manager/Director of Economic Development Staats; Chief of Police/Executive Director Office of Public Safety Avels; Public Works Director/City Engineer Castillo; Assistant Director of Housing/City Planner Caldwell; Senior Management Analyst Fuentes; Facilities/Grounds Superintendent McGehee; and City Planner/Planning Manager Diaz.

Absent: Public Works Superintendent Mendez.

**III. APPROVAL OF MINUTES**

The Public Works Committee approved the minutes of the Public Works Committee meeting of August 16, 2018.

**IV. PUBLIC COMMENT — None**

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

**A. OPERATIONS**

**1. MAINTENANCE ACTIVITIES**

An Operations Activities Report for the past month was included with the agenda. There were no questions or issues with the report.

**2. ADDITIONAL ITEMS— None**

**B. FACILITIES AND GROUNDS**

**1. MAINTENANCE ACTIVITIES**

A Facilities and Grounds Activities Report for the past month was included with the agenda. There were no questions or issues with the report.

**2. ADDITIONAL ITEMS— None**

## **C. ENGINEERING DIVISION ITEMS**

### **1. REQUEST FOR SPEED HUMPS AT 9594 RAMONA AVENUE**

Public Works Director/City Engineer Castillo stated that speed humps are typically installed in residential areas with the speed limit of 25 miles per hour. The speed limit is 35 miles per hour at 9594 Ramona Avenue and staff will not recommend placing speed humps at this location.

### **2. CROSSING GUARD ITEMS (ADD ON ITEM)**

Public Works staff will soon prepare crossing guard warrants at three locations: Vernon Avenue at San Bernardino Street, Vernon Avenue and Benito Street, and Monte Vista Avenue at Palo Verde Street, and will provide Committee Members with the results in the near future.

### **3. REQUEST FOR CROSSING GUARD FROM PALO VERDE STREET (ADD ON)**

Engineering staff received a request for a crossing guard at Monte Vista Avenue and Palo Verde Street on the north side. Staff believes that the traffic control signal is owned by California Department of Transportation (Caltrans). Engineering staff will research this item further but stated the request for a crossing guard will need to be discussed with Caltrans.

## **VI. POLICE DEPARTMENT UPDATE/ITEMS — None**

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

#### **1. UPDATE ON THE CANYON (ADD ON)**

City Planner/Planning Manager Diaz reported that staff is currently plan checking the interior improvements and exterior drought tolerant landscape for The Canyon.

## **VII. CAPITAL PROJECT UPDATES**

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

### **A. LOCAL PROJECTS**

#### **1. CENTRAL AVENUE UTILITY UNDERGROUND PROJECT**

This project is complete and Southern California Edison is currently acquiring permits to pull the conductor through the conduit.

#### **2. CITYWIDE PAVING REHAB (ZONE 4)**

Gentry Brothers has completed 99 percent of the paving with four remaining streets scheduled to be paved this week. Striping will soon follow.

3. CITY HALL REMODEL PHASE 1 PROJECT (COUNCIL CHAMBERS IMPROVEMENTS)

The request for authorization to advertise the project will be presented at the October 1<sup>st</sup> Council Meeting.

**B. REGIONAL PROJECTS**

1. MONTE VISTA AVENUE/UPRR GRADE SEPERATION PROJECT

This project is continuing to move forward. Currently we are working on pile driving. This process is noisy but City staff did not receive any complaints or issues. The pile driving process will be complete at the end of this week and work will start on the mechanical stabilize earth (MSE) walls that are part of the bridge abutments.

2. 1-10 CORRIDOR PROJECT

Staff met with San Bernardino County Transportation Authority (SBCTA) and was updated on the design-build phase. This phase is estimated to begin in 12-18 months with the design timeline of 1-2 years.

3. FOOTHILL GOLD LINE EXTENSION

Four proposals were received on September 12 for the alignment design-build contract. The alignment contract is expected to be awarded in a few months. The contract will be responsible for the 12.3 miles of light rail extension with the exception of parking structures and construction is estimated to begin in early 2020.

**VIII. COMMITTEE, CITY MANAGER, AND DEPUTY CITY MANAGER ITEMS — None**

**IX. ADJOURNMENT**

At 4:18 p.m., Chair Raft adjourned the meeting. The next meeting of the Public Works Committee will be at 4:00 p.m. on November 15, 2018.

Submitted for Public Works Committee approval,



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Cenica Smith  
Transcribing Secretary



**MINUTES OF THE REGULAR MEETING OF THE PUBLIC WORKS COMMITTEE HELD ON THURSDAY, JANUARY 17, 2019, AT 4:00 P.M. IN THE CITY MANAGER CONFERENCE ROOM, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA**

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**I. CALL TO ORDER**

Chair Raft called the meeting to order at 4:00 p.m.

**II. ROLL CALL**

Present: Chair Raft; Committee Member Martinez; City Manager Starr; Deputy City Manager/Director of Economic Development Staats; Chief of Police/Executive Director Office of Public Safety Avels; Public Works Director/City Engineer Castillo; Senior Management Analyst Fuentes; Facilities/Grounds Superintendent McGehee; Facilities Specialist Paradis; and City Planner/Planning Manager Diaz.

Absent: Assistant Director of Housing/City Planner Caldwell and Public Works Superintendent Mendez.

**III. APPROVAL OF MINUTES**

The Public Works Committee approved the minutes of the Public Works Committee meeting of September 20, 2018.

**IV. PUBLIC COMMENT — None**

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

**A. OPERATIONS**

**1. MAINTENANCE ACTIVITIES**

An Operations Activities Report for the past month was included with the agenda. There were no questions or issues with the report.

**2. ADDITIONAL ITEMS— None**

**B. FACILITIES AND GROUNDS**

**1. MAINTENANCE ACTIVITIES**

A Facilities and Grounds Activities Report for the past month was included with the agenda. There were no questions or issues with the report.

**2. GYMNASIUM FLOODING (ADD ON)**

Facilities/Grounds Superintendent McGehee stated that the North East corner of the gymnasium is flooding. Staff determined water was in the electrical room and present in the walls of the gymnasium floor. Twenty-thousand dollar was allocated for emergency clean-up of the area and the gymnasium will be inspected this week for repair.

3. ADDITIONAL ITEMS— None

**C. ENGINEERING DIVISION ITEMS**

1. CROSSING GUARD WARRANTS FOR VERNON MIDDLE SCHOOL AND MONTE VISTA AVENUE AT PALO VERDE STREET

Public Works Director/City Engineer Castillo stated Albert Grove and Associated has completed the study of adult crossing supervision for Serrano Middle School. The intersection of Monte Vista Avenue and Palo Verde Street was evaluated according to the California Manual of Uniform Traffic Control Devices (CA MUTCD) and based on criteria of pedestrian volumes and vehicle traffic data does not meet the requirements for an adult crossing guard.

At Vernon Middle School, the intersection of Vernon Avenue and San Bernardino Street and the intersection of Vernon Avenue and Benito Street were surveyed. Both intersections did not meet the criteria for an adult crossing guard per the (CA MUTCD) requirements.

Mr. Castillo stated that at these locations the signage and crosswalks are all correct and up to code. The crosswalks have been recently painted and in compliance with (CA MUTCD).



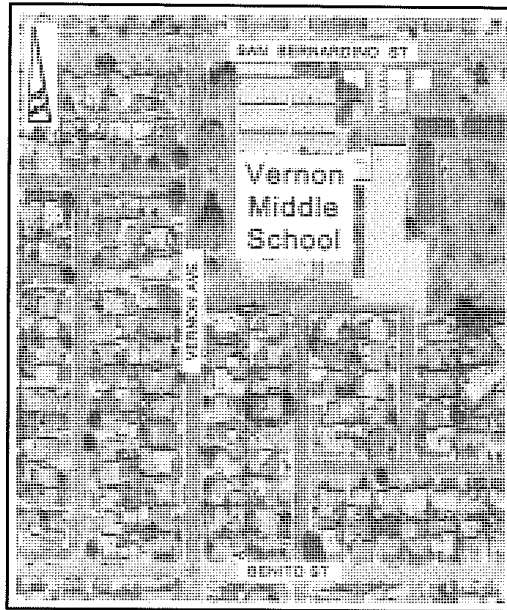
November 9, 2018

Mr. Noel Castillo, P.E.  
Public Works Director/City Engineer  
City of Montclair  
5111 Bentio Street  
Montclair, California 91763

**RE: Crossing Guard Study for Vernon Middle School**

Dear Mr. Castillo:

Per your request, Albert Grover & Associates (AGA) has completed the study for Adult Crossing Supervision for Vernon Middle School for the intersections of Vernon Avenue at San Bernardino Street and Vernon Avenue at Benito Street (see **Figure 1**).



*Figure 1: Study Intersections*

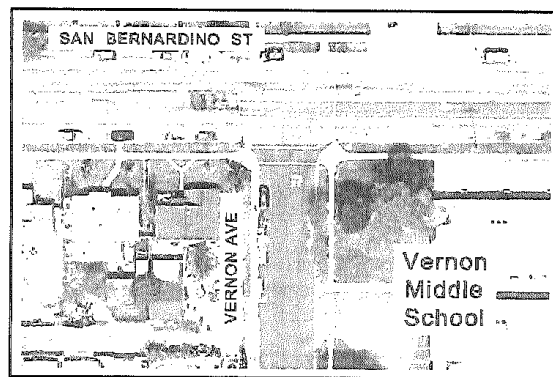
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TRANSPORTATION CONSULTING ENGINEERS

211 E. Imperial Hwy., Suite 208, Fullerton, CA 92835

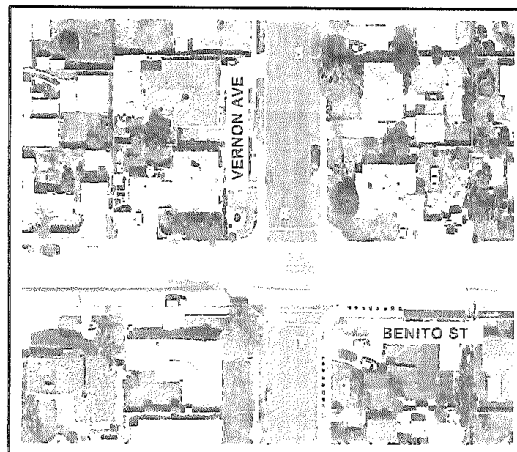
(714) 992-2990 FAX (714) 992-2883 E-Mail: aga@albertgrover.com

The intersection of Vernon Avenue at San Bernardino Street (see **Figure 2**) is a three-legged intersection, with stop-controlled approaches in all directions. The intersection has two yellow school crosswalks, one on the east leg and one on the south leg. San Bernardino Street has four lanes and has a speed limit of 40 miles per hour (mph). Vernon Avenue is a residential street with one lane in each direction and has a speed limit of 25 mph.



*Figure 2: Vernon Avenue at San Bernardino Street*

The intersection of Vernon Avenue at Benito Street (see **Figure 3**) is a four-way intersection, with stop-controlled approaches in all directions. The intersection has four yellow school crosswalks. Vernon Avenue maintains the same characteristics as above. Benito Street has one lane in each direction with speed limit of 35 mph.



*Figure 3: Vernon Avenue at Benito Street*



#### METHODOLOGY

The analysis involved an evaluation of the following criteria for Adult Crossing Guards in accordance the California Manual of Uniform Traffic Control Devices (CA MUTCD) dated November 7, 2014, Chapter 7D, Crossing Supervision:

Adult Crossing Guards may be assigned at designated school crossings to assist school pedestrians at specified hours when going to or from school. The following suggested policy for their assignment applies only to crossings.

An Adult Crossing Guard should be considered when:

- A. Special situations make it necessary to assist elementary school pedestrians in crossing the street.

Adult Crossing Guards normally are assigned where official supervision of school pedestrians is desirable while they cross a public highway, and at least 40 school pedestrians for each of any two hours (not necessarily consecutive) daily use the crossing while going to or from school.

Adult Crossing Guards may be used under the following conditions:

- 1) At uncontrolled crossings where there is no alternate controlled crossing within 600 feet; and
  - a. In urban areas where the vehicular traffic volume exceeds 350 during each of any two hours (not necessarily consecutive) in which 40 or more school pedestrians cross daily while going to or from school.

- 2) At stop sign-controlled crossing:

Where the number of vehicular traffic volumes on undivided highways of four or more lanes exceeds 500 per hour during any period when the school pedestrians are going to or from school.

Based on the above criteria, the Adult Crossing Guard may be considered if a stop-controlled crossing, with four or more lanes, has at least 40 students for any two hours during the day and at least 500 conflicting vehicles per hour during any period when the school-age pedestrians are going to or from school.

Additionally, the Adult Crossing Guard may be considered if an uncontrolled crossing, without a controlled crossing at least 600 feet away, has at least 40 students and at least 350 conflicting vehicles per hour during any period when the school-age pedestrians are going to or from school. These criteria must be satisfied for any two hours during the day, not necessarily consecutive.

While both intersections are stop-controlled, only San Bernardino Street has four lanes. For Vernon Avenue and Benito Street, there is not specific criteria that defines how to treat roadways of less than four lanes. Because of this, both intersections will be analyzed for the criteria of a stop-controlled crossing and of an uncontrolled crossing.



**ANALYSIS**

Pedestrian volumes and the conflicting vehicle data was collected on Wednesday, September 19, 2018 during the hours of 6:45-8:45 AM and 2:00-3:00 PM. This data was further detailed by school-age and adult pedestrians, but only the school-age pedestrian data was considered for analysis, per the CA MUTCD guidelines. The results for the stop-sign controlled crossing is shown in **Table 1** and the results for the uncontrolled crossing are shown in **Table 2**.

TABLE 1: STOP SIGN-CONTROLLED CROSSING						
Criteria to pass: - at least 40 school age pedestrians for <u>each of any two hours</u> (not necessarily consecutive) using the crossing while going to or from school - conflicting vehicular volume on undivided highways of four or more lanes exceeds <u>500 per hour</u> when school age pedestrians are going to or from school						
Location	Crosswalk	Pedestrian Peak Hour	School Age Pedestrian Volume	Adult Pedestrian Volume	Conflicting Vehicular Volume	Criteria Met
Vernon Avenue and San Bernardino Street	South Leg	7 - 8 AM	22	9	363	No
		2 - 3 PM	47	11	238	
	East Leg	7 - 8 AM	23	3	745	No
		2 - 3 PM	33	4	591	
	West Leg	7 - 8 AM	0	0	624	No
		2 - 3 PM	0	0	519	
Vernon Avenue and Benito Street	North Leg	7 - 8 AM	21	3	425	No
		2 - 3 PM	21	5	267	
	South Leg	7 - 8 AM	9	3	281	No
		2 - 3 PM	23	1	209	
	East Leg	7 - 8 AM	27	7	571	No
		2 - 3 PM	118	4	399	
	West Leg	7 - 8 AM	2	2	503	No
		2 - 3 PM	8	2	349	

Based on the traffic volume data for the intersection of Vernon Avenue at San Bernardino Street, the data does not satisfy the criteria for a stop-sign controlled crossing. Conflicting vehicular volumes are highest on San Bernardino Street, but the pedestrian volumes are lower than the required amount of 40 pedestrians per hour. The south leg crosswalk data does satisfy the required amount of school age pedestrians, but the conflicting vehicular volume is below the required quantity of 500 vehicles per hour.

The data for the intersection of Vernon Avenue at Benito Street also does not satisfy the criteria for a stop sign-controlled crossing. Both the pedestrian and conflicting vehicular volumes are below the threshold for the north and south legs. The data for the east and west legs satisfy the conflicting vehicular volume during



the AM peak hour but the pedestrian volume is below the required amount. During the PM peak hour, the data for the east leg of the intersection satisfies the pedestrian volume but does not satisfy the conflicting vehicular volume required.

TABLE 2: UNCONTROLLED CROSSING						
Criteria to pass: - at least 40 school age pedestrians for <u>each of any two hours</u> (not necessarily consecutive) while going to or from school - no alternate controlled crossings within 600 feet - conflicting vehicular volume exceeds <u>350 per hour during each of any two hours</u> when school age pedestrians are going to or from school						
Location	Crosswalk	Pedestrian Peak Hour	School Age Pedestrian Volume	Adult Pedestrian Volume	Conflicting Vehicular Volume	Criteria Met
Vernon Avenue and San Bernardino Street	South Leg	7 - 8 AM	22	9	363	No
		2 - 3 PM	47	11	238	
	East Leg	7 - 8 AM	23	3	745	No
		2 - 3 PM	33	4	591	
	West Leg	7 - 8 AM	0	0	624	No
		2 - 3 PM	0	0	519	
Vernon Avenue and Benito Street	North Leg	7 - 8 AM	21	3	425	No
		2 - 3 PM	21	5	267	
	South Leg	7 - 8 AM	9	3	281	No
		2 - 3 PM	23	1	209	
	East Leg	7 - 8 AM	27	7	571	No
		2 - 3 PM	118	4	399	
	West Leg	7 - 8 AM	2	2	503	No
		2 - 3 PM	8	2	349	

For the uncontrolled crossing analysis, the data for the intersection of Vernon Avenue at San Bernardino Street does not satisfy the criteria. The pedestrian volume was only satisfied for one hour during the PM peak hour on the south leg crosswalk, but the conflicting vehicular volume did not meet the required amount for that particular time.

The data for the intersection of Vernon Avenue at Benito Street also does not satisfy the criteria for an uncontrolled crossing. Both the pedestrian and conflicting vehicular volumes are below the threshold for the north and south legs. The data for the east leg does satisfy both requirements of pedestrian and conflicting vehicular volumes during the PM peak hour but not during the AM peak hour.



Mr. Noel Castillo, P.E.  
November 9, 2018  
Page 6 of 6

**CONCLUSION**

Per the analysis, it is concluded that the intersections of Vernon Avenue at San Bernardino Street and Vernon Avenue at Benito Street do not meet the criteria for an Adult Crossing Guard. Perhaps the study can be revisited in the future if concerns remain.

If you have any questions or concerns please feel free to contact us.

Respectfully submitted,

ALBERT GROVER & ASSOCIATES



Emilio J. Murga, E.I.T.  
*Assistant Transportation Engineer*

Montclair 2018 Crossing Guard Study - 2 Locations/Item 116 Trip Study - 2018 Crossing Guard Study







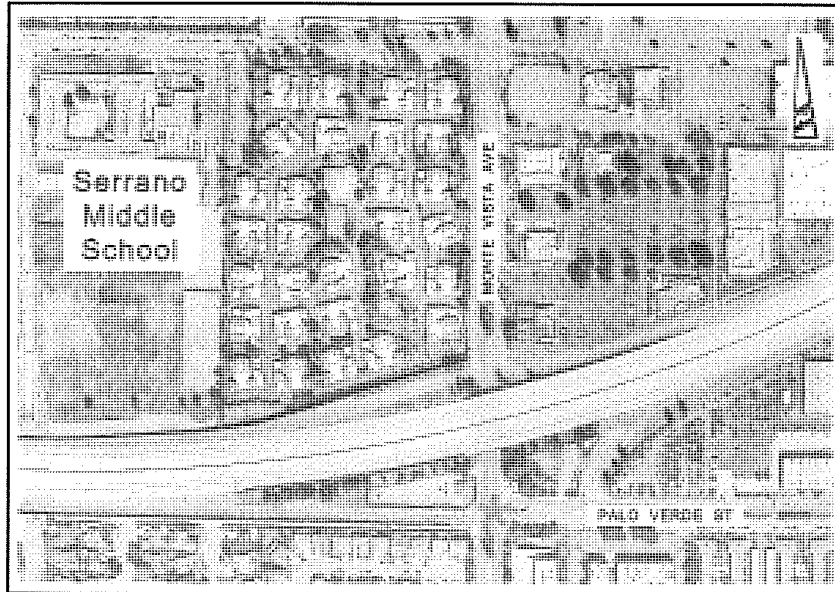
November 12, 2018

Mr. Noel Castillo, P.E.  
Public Works Director/City Engineer  
City of Montclair  
5111 Bentio Street  
Montclair, California 91763

**RE: Crossing Guard Study for Serrano Middle School**

Dear Mr. Castillo:

Per your request, Albert Grover & Associates (AGA) has completed the study for Adult Crossing Supervision for Serrano Middle School at the intersection of Monte Vista Avenue and Palo Verde Street (see **Figure 1**).



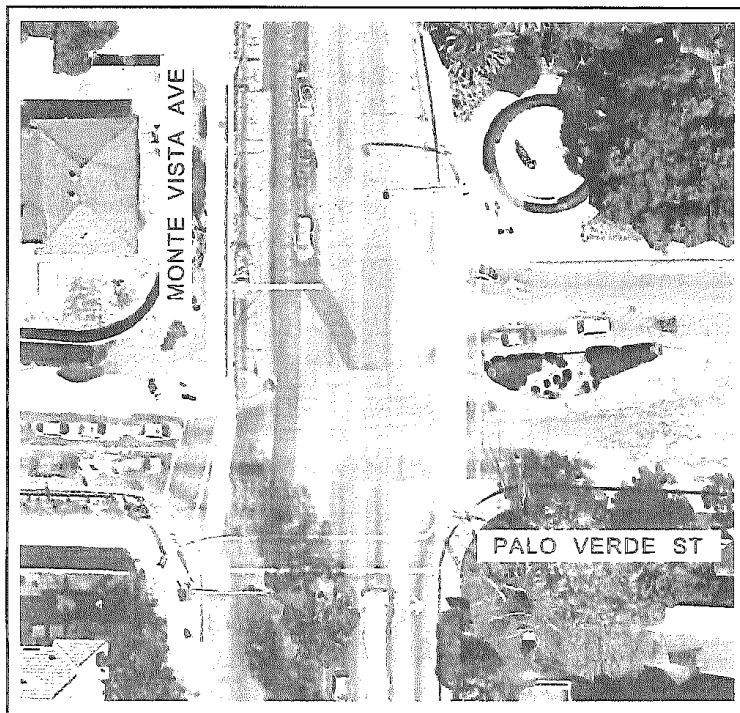
*Figure 1: Study Intersection*

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TRANSPORTATION CONSULTING ENGINEERS  
211 E. Imperial Hwy., Suite 208, Fullerton, CA 92835  
(714) 992-2990 FAX (714) 992-2883 E-Mail: aga@albertgrover.com

Mr. Noel Castillo, P.E.  
November 12, 2018  
Page 2 of 5

The intersection of Monte Vista Avenue at Palo Verde Street (see **Figure 2**) is a four-way signalized intersection. Monte Vista Avenue runs north and south and has a speed limit of 40 miles per hour (mph). The northbound approach has two through lanes and one right turn lane, while the southbound approach has two through lanes and one left turn lane. Palo Verde Street is the westbound approach of the intersection and has a speed limit of 40 mph. This approach consists of one right turn lane and one left turn lane. The eastbound approach is the I-10 freeway eastbound off-ramp and consists of one left-turn lane and a shared lane for the through and right turn movements. There are yellow (school) crosswalks for the south, east, and west legs of the intersection, and no crossing is permitted on the north leg.



*Figure 2: Monte Vista Avenue at Palo Verde Street*



#### METHODOLOGY

The analysis involved an evaluation of the following criteria for Adult Crossing Guards in accordance the California Manual of Uniform Traffic Control Devices (CA MUTCD) dated November 7, 2014, Chapter 7D, Crossing Supervision:

Adult Crossing Guards may be assigned at designated school crossings to assist school pedestrians at specified hours when going to or from school. The following suggested policy for their assignment applies only to crossings.

An Adult Crossing Guard should be considered when:

- A. Special situations make it necessary to assist elementary school pedestrians in crossing the street.

Adult Crossing Guards normally are assigned where official supervision of school pedestrians is desirable while they cross a public highway, and at least 40 school pedestrians for each of any two hours (not necessarily consecutive) daily use the crossing while going to or from school.

Adult Crossing Guards may be used under the following conditions:

- 1) At traffic signal-controlled crossings:
  - a. Where the number of vehicular turning movements through the school crosswalk exceeds 300 per hour while school pedestrians are going to or from school.

Based on the above criteria, the Adult Crossing Guard may be considered if a traffic signal-controlled crossing has at least 40 students for any two hours during the day and at least 300 conflicting vehicles through the school crosswalk when the school-age pedestrians are going to or from school.

#### ANALYSIS

Pedestrian volumes and conflicting vehicle data was collected on Wednesday, September 26, 2018, during the hours of 6:45-8:45 AM and 2:00-3:00 PM. This data was further detailed by school-age and adult pedestrians, but only the school-age pedestrian data was considered for analysis, per the CA MUTCD guidelines. **Figure 3** shows the school age pedestrian volumes and the volumes of conflicting vehicle movements.



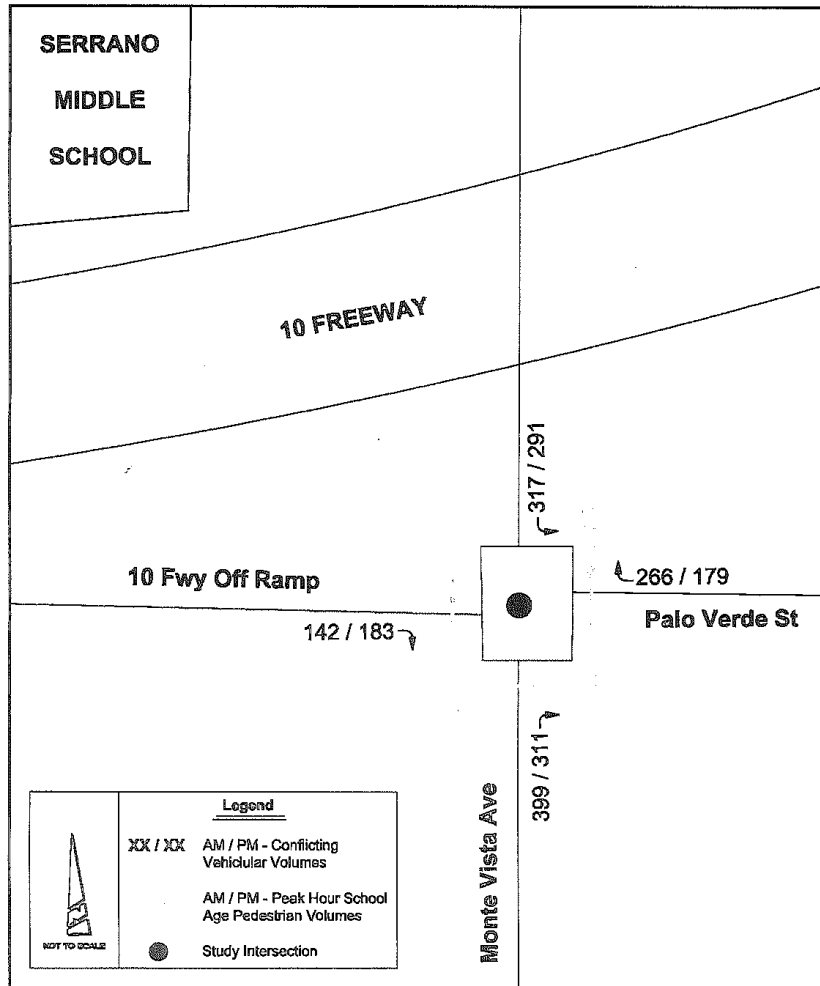


Figure 3: Pedestrian and Conflicting Vehicle Volumes

Based on the traffic data for the intersection of Monte Vista Avenue at Palo Verde Street, the data does not satisfy the criteria for a traffic signal-controlled crossing. Conflicting vehicular volumes are sufficient across the south and east leg crosswalks, but the pedestrian volumes are lower than the required amount of 40 per hour. The data for the west leg crosswalk does satisfy the required amount of school age pedestrians during



Mr. Noel Castillo, P.E.  
 November 12, 2018  
 Page 5 of 5

the PM peak hour, but the conflicting vehicular volume is below the required quantity of 300 vehicles per hour. The analysis results are shown in the table below.

TRAFFIC SIGNAL-CONTROLLED CROSSING						
Criteria to pass: - at least 40 school age pedestrians for <u>each of any two hours</u> (not necessarily consecutive) using the crossing while going to or from school - conflicting vehicular turning movement volume through the school crosswalk exceeds <u>300 per hour</u> when school age pedestrians are going to or from school						
Location	Crosswalk	Pedestrian Peak Hour	School Age Pedestrian Volume	Adult Pedestrian Volume	Conflicting Turning Movements	Criteria Met
Monte Vista Avenue and Palo Verde Street	North Leg	<i>No pedestrian crossing for north leg</i>				
	South Leg	7:15 - 8:15 AM	1	2	541	No
		2:15 - 3:15 PM	9	2	494	
	East Leg	7:15 - 8:15 AM	3	0	982	No
		2:15 - 3:15 PM	0	2	781	
West Leg	7:15 - 8:15 AM	25	2	142	No	
	2:15 - 3:15 PM	64	5	183		

**CONCLUSION**

Per the analysis, it is concluded that the intersection of Monte Vista Avenue at Palo Verde Street does not meet the criteria for an Adult Crossing Guard. Perhaps the study can be revisited in the future if concerns remain.

If you have any questions or concerns please feel free to contact us.

Respectfully submitted,

ALBERT GROVER & ASSOCIATES



Emilio J. Murga, E.I.T.  
 Assistant Transportation Engineer

U:\2170\_1920-3-Crossing Guard Study - 3 Locations\Monte Vista at Palo Verde\Crossing Guard Study



## 2. PROPOSED NEW SPEED LIMITS

Speed surveys were conducted by the Montclair Police Department and Engineering Staff determined that no new speed limit will change but one location will be altered. On Central Avenue the 45 miles per hour speed will begin at Holt Boulevard South bound instead of at Mission Boulevard.

## 3. BID OPENING ONLINE (ADD ON)

City of Montclair will soon have a new method of receiving bids for projects. In the past, three City employees' must be present at a City Council Meeting to receive the bids. The online process will eliminate the three staff members and the program will calculate the resulting numbers online. This will cease human error and all results can be viewed online.

## VI. POLICE DEPARTMENT UPDATE/ITEMS

### 1. PARKING ENFORCEMENT

Chief of Police/Executive Director Office of Public Safety Avels updated Staff with parking enforcement issues. He stated that one new cadet was hired and is training on parking citations. The Police Department is staffed with six cadets performing various duties. The cadet's main focus is parking violations associated with the street sweeping schedule.

## VII. COMMUNITY DEVELOPMENT DEPARTMENT PROJECT UPDATES/ITEMS

### 1. UPDATE ON CITY PROJECTS (ADD ON)

City Planner/Planning Manager Diaz reported that a warehouse is under construction at Brooks Street and Monte Vista Avenue. The former location of the Goodyear Tire Company located in the Montclair Place parking area near Central Avenue will soon be replaced with a restaurant called Lazy Dog.

## VIII. CAPITAL PROJECT UPDATES

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

### A. LOCAL PROJECTS

#### 1. CENTRAL AVENUE UTILITY UNDERGROUND PROJECT

Frontier Communication will be removing wire from the poles and after that is complete, Edison will take out the poles. After the poles are removed the street lights will be installed.

#### 2. CITYWIDE PAVING REHABILITATION (ZONE 4)

This project is complete and was recorded with the County.

3. CITY HALL REMODEL PHASE 1 PROJECT (COUNCIL CHAMBERS IMPROVEMENTS)

A pre-construction meeting is scheduled in February and Council Meetings set for March and April will have to be relocated. During this time the chairs will be replaced, electrical work will be installed and the ceiling will be remodeling. City Manager Starr stated that Council Meetings can be held in the Senior Center or at Montclair Police Department.

4. CENTRAL AVENUE STREET REHABILITATION PROJECT PHASE 1

The final touches are underway which includes the landscape plan. Central Avenue will be remodeled from Phillips Street to the 1-10 Freeway. Staff will be updated at future meetings.

**B. REGIONAL PROJECTS**

1. MONTE VISTA AVENUE/UPRR GRADE SEPERATION PROJECT

This project has been delayed due to weather conditions. The false work has not been complete and construction of the bridge is estimated to take five months. Staff determined the Monte Vista Grade Separation project will be complete at the end of the summer.

2. 1-10 CORRIDOR PROJECT

Staff continues to coordinate with San Bernardino County Transportation Authority (SBCTA). Staff will be updated with the next phase at future meetings.

3. FOOTHILL GOLD LINE EXTENSION

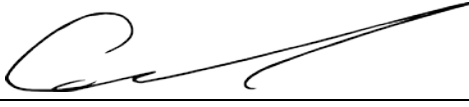
Mr. Starr stated a workshop will be held on Tuesday February 5<sup>th</sup> at 5:45 p.m. with the Gold Line Construction Authority. Funding issues are projected to eliminate the Phase 2B extension portion from Glendora to Montclair Transcenter. It is estimated that Phase 2B will be ceased at City of Pomona North Metrolink Station. A formal response will be presented to the Gold Line Construction Authority to consider alternative funding sources for the Gold Line Extension to reach Montclair Transcenter.

**IX. COMMITTEE, CITY MANAGER, AND DEPUTY CITY MANAGER ITEMS — None**

**X. ADJOURNMENT**

At 4:40 p.m., Chair Raft adjourned the meeting. The next meeting of the Public Works Committee will be at 4:00 p.m. on February 21, 2019.

Submitted for Public Works Committee approval,

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

Cenica Smith  
Transcribing Secretary



**MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON TUESDAY,  
MARCH 4, 2019, AT 8:25 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 8:25 p.m.

**II. ROLL CALL**

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

**III. APPROVAL OF MINUTES**

**A. Minutes of the Regular Personnel Committee Meeting of February 19, 2019.**

Moved by Council Member Ruh, seconded by Mayor Pro Tem Raft, and carried unanimously to approve the minutes of the Personnel Committee meeting of February 19, 2019.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**

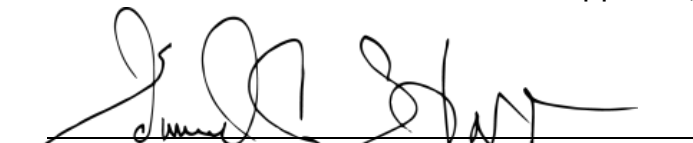
At 8:26 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 8:45 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 8:45 p.m., Mayor Pro Tem Raft adjourned the Personnel Committee.

Submitted for Personnel Committee approval,

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