

**CITY OF MONTCLAIR
AGENDA FOR REGULAR 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

November 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 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 New Fire Department Employee — Firefighter Wesley Kobel

VI. PUBLIC COMMENT

This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Each speaker will be afforded 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.

VII. PUBLIC HEARINGS — None

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VIII. CONSENT CALENDAR

A. Approval of Minutes

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B. Administrative Reports

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10. Consider Approving the Purchase of Whole Turkeys and Assorted Items for the Montclair Holiday Food and Toy Basket Program [MCF]	22
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A. I-10 Widening Project Update & Systemic Safety Analysis Report Program (SSARP) [CC]	
<i>(The City Council may consider continuing this item to an adjourned meeting on Monday, December 2, 2019, at 5:45 p.m. in the City Council Chambers)</i>	
XI. BUSINESS ITEMS	
A. Consider Making an Appointment to Fill the Vacancy on the City Council for a Term Ending in December 2020 [CC]	
XII. COMMUNICATIONS	
A. City Department Reports	
1. Human Services Department —Holiday Events	
B. City Attorney	
C. City Manager/Executive Director	

D. Mayor/Chairperson

E. Council Members/Directors

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

1. Personnel Committee Meeting — November 4, 2019 [CC]

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XIII. ADJOURNMENT

The next regular joint meeting of the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board will be held on Monday, December 2, 2019, at 7:00 p.m. in the City Council Chambers.

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the Acting Bodies after publication 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 2 business days 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 at 5111 Benito Street, Montclair, CA 91763 on November 14, 2019.



AGENDA REPORT

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

REASON FOR CONSIDERATION: The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending October 31, 2019, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending October 31, 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 October 31, 2019.



AGENDA REPORT

DATE:	NOVEMBER 18, 2019	FILE I.D.:	FIN540
SECTION:	ADMIN. REPORTS	DEPT.:	FINANCE
ITEM NO.:	2	PREPARER:	L. LEW/V. FLORES
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION		

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

BACKGROUND: Mayor Pro Tem Raft has examined the Warrant Register dated November 18, 2019; and the Payroll Documentation dated October 27, 2019; and recommends their approval.

FISCAL IMPACT: The Warrant Register dated November 18, 2019, totals \$1,181,257.02; and the Payroll Documentation dated October 27, 2019, totals \$614,133.54 gross, with \$432,307.45 net being the total cash disbursement.

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



AGENDA REPORT

DATE:	NOVEMBER 18, 2019	FILE I.D.:	FIN510
SECTION:	ADMIN. REPORTS	DEPT.:	SUCCESSOR RDA
ITEM NO.:	3	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

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 October 31, 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 October 31, 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 October 31, 2019.



AGENDA REPORT

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

REASON FOR CONSIDERATION: The City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Warrant Register for the month ending October 31, 2019, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Successor to the Redevelopment Agency Warrant Register dated 10.01.19–10.31.19 in the amounts of \$145,275.31 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 October 31, 2019.



AGENDA REPORT

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

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 October 31, 2019, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending October 31, 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 October 31, 2019.



AGENDA REPORT

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

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending October 31, 2019, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Warrant Register dated 10.01.19-10.31.19 in the amount of \$125,991.65 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 October 31, 2019.



AGENDA REPORT

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

REASON FOR CONSIDERATION: The Montclair Housing Authority Board of Directors is requested to receive and file the Montclair Housing Authority Treasurer's Report for the month ending October 31, 2019, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending October 31, 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 October 31, 2019.



AGENDA REPORT

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

REASON FOR CONSIDERATION: The Montclair Housing Authority Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending October 31, 2019, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Warrant Register dated 10.01.19-10.31.19 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 October 31, 2019.



AGENDA REPORT

DATE: NOVEMBER 18, 2019

FILE I.D.: CVD100

SECTION: ADMIN. REPORTS

DEPT.: COMMUNITY DEV.

ITEM NO.: 9

PREPARER: M. WESTERLIN

SUBJECT: CONSIDER SETTING A PUBLIC HEARING FOR MONDAY, DECEMBER 2, 2019, AT 7:00 P.M. IN THE COUNCIL CHAMBERS TO CONSIDER FIRST READING OF ORDINANCE NO. 19-988 AMENDING SPECIFIC CHAPTERS OF TITLE 10 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO THE ADOPTION OF BUILDING CODES TO REGULATE CONSTRUCTION IN THE CITY OF MONTCLAIR

REASON FOR CONSIDERATION: The City Council is requested to consider setting a public hearing for Monday, December 2, 2019, at 7:00 p.m. in the City Council Chambers to consider Ordinance No. 19-988 amending specific chapters of Title 10 of the Montclair Municipal Code related to the adoption of building codes to regulate construction in the City of Montclair. A draft of proposed Ordinance No. 19-988 is attached for City Council review.

Amendments to the Montclair Municipal Code require the City Council's adoption of an Ordinance that is subject to a public hearing process. The City's public hearing process for Ordinances consists of a first and second reading of a proposed Ordinance, each held at separate public hearings before the City Council. Final adoption of a proposed Ordinance may only be considered after the second reading is held, at a regular Council meeting occurring at least five days after the proposed Ordinance's first reading.

BACKGROUND: The California Health and Safety Code establishes a Building Standards Commission, with duties including approval, codification, and publication of building standards in a triennial edition of the California Building Standards Code. These Codes, incorporate the latest editions of the model codes that apply in all of California. The codes regulate the fabrication, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area, or other improvements to real property; maintenance of all buildings or structures in the City; and provide for issuance of permits and collection of fees. The effective date for this triennial edition is January 1, 2020; however, the state's codes do not include the adoption of procedural ordinances by a City or other agency related to civil, administrative, or criminal procedures and remedies available for enforcing code violations. Additional amendments are made to these Codes in relation to Montclair's standards via proposed Ordinance No. 19-988, which would become effective thirty days after the City Council's adoption of the Ordinance.

FISCAL IMPACT: The City Council's adoption of Ordinance No. 19-988 would have no fiscal impact.

RECOMMENDATION: Staff recommends the City Council set a public hearing for Monday, December 2, 2019, at 7:00 p.m. in the City Council Chambers to consider first reading of Ordinance No. 19-988 amending specific Chapters of Title 10 of the Montclair Municipal Code related to adoption of building codes to regulate construction in the City of Montclair and to establish January 15, 2020, as the effective date of the codes.

ORDINANCE NO. 19-988

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING SPECIFIC CHAPTERS OF TITLE 10 OF THE MONTCLAIR MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2019 EDITION OF THE CALIFORNIA BUILDING CODE, VOLUMES 1 AND 2, INCLUDING APPENDIX CHAPTERS C AND F; THE 2019 EDITION OF THE CALIFORNIA RESIDENTIAL CODE; THE 2019 EDITION OF THE CALIFORNIA PLUMBING CODE; THE 2019 EDITION OF THE CALIFORNIA ELECTRICAL CODE; THE 2019 EDITION OF THE CALIFORNIA MECHANICAL CODE; THE 2019 EDITION OF THE CALIFORNIA GREEN BUILDING STANDARDS CODE; THE 2019 EDITION OF THE CALIFORNIA FIRE CODE, INCLUDING APPENDIX CHAPTERS A, B, BB, C, CC, H, F, AND K; AND THE 2018 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE; TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, DELETIONS, AND EXCEPTIONS INCLUDING FEES AND PENALTIES

WHEREAS, the California Health and Safety Code establishes a Building Standards Commission whose duties include approval, codification, and publication of building standards in a triennial edition of the California Building Standards Code, commonly called Title 24; and

WHEREAS, the Building Standards Commission also establishes a date that these codes become effective throughout the state; and

WHEREAS, adoption of these codes would regulate the fabrication, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area, or other improvements to real property; maintenance of all buildings or structures in the City of Montclair; and provision for issuance of permits and collection of fees therefore; and

WHEREAS, Building Standards Code does *not* include adoption of procedural ordinances by a city or other agency related to civil, administrative, or criminal procedures and remedies available for enforcing code violations.

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

SECTION I. The following definitions are deleted from Section 10.02.010, "Definitions," of Chapter 10.02 of the Montclair Municipal Code:

~~**Fire control center** means a central location within a high-rise building for Fire Department operations and monitoring of such systems and equipment as required in this title. For the purpose of this section, fire control center also means fire command center.~~

~~**High-rise building**, in other than Group 1-2 occupancies, means every building of any type of construction or occupancy having floors used for human occupancy located more than 45 feet above the lowest floor level having building access (see California Building Code Section 403.1.2), except buildings used as hospitals as defined in Health and Safety Code Section 1250.~~

SECTION II. Section 10.08.010 of the Montclair Municipal Code is hereby amended to read as follows:

10.08.010. Adoption.

Except as provided in this Chapter, those certain building codes known and designated as the California Building Code, 2019 Edition, Volumes 1 and 2, including Appendix Chapters "I," and "J," based on the 2018 International Building Code as published by the International Code Council, shall be and become the Building Codes of the City of Montclair for regulating the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building and/or structure or any appurtenances connected or attached to such buildings or structures throughout the City. The California Building Code and its appendix chapters will be on file for public examination in the office of the Building Official.

SECTION III. The following language under Section 10.08.020 of the Montclair Municipal Code is hereby amended to read as follows:

10.08.020. Building Code amendments.

Item 9 under "Building" is hereby amended to read as follows:

Prefabricated swimming pools accessory to a R-3 occupancy that are capable of holding liquid less than 12 inches in depth, and are installed entirely above ground.

SECTION IV. Section 10.20.010 of the Montclair Municipal Code is hereby amended to read as follows:

10.20.010. Adoption.

Except as provided in this Chapter, the California Electrical Code, 2019 Edition, based on the 2018 National Electrical Code as published by the National Fire Protection Association, shall be and become the Electrical Code of the City of Montclair, regulating all installation, arrangement, alteration, repair, use, and other operation of electrical wiring, connections, fixtures, and other electrical appliances on premises within the City. The California Electrical Code is on file for public examination in the office of the Building Official.

The 2019 Edition of the California Electrical Code is hereby adopted with no amendments.

SECTION V. Article I, Article II, and Article III of Chapter 10.28 of the Montclair Municipal Code are hereby deleted and replaced with the following:

10.28.010. Adoption.

There is adopted by the City Council a code known as the California Fire Code, 2019 Edition, based on the 2018 International Fire Code as published by the "International Code Council," and referenced as the California Code of Regulations, Title 24, Part 9, including Appendices A, B, BB, C, CC, F, H, and K. The California Fire Code and its appendix chapters shall regulate the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conservation, occupancy, equipment, use, height, area and maintenance of all buildings and/or structures in the City for all fire related issues. The California Fire Code will be on file for public examination in the Office of the Building Official.

10.28.020. Scope and Administration.

A. Section 110.4 Violation penalties is hereby revised as follows:

110.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of either a misdemeanor, infraction or both as prescribed in Section 110.4.2 and 110.4.3. Penalties shall be as prescribed in local ordinance. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

B. Section 110.4.2 Infraction is hereby added as follows:

110.4.2 Infraction. Except as provided in Section 110.4.3, persons operating or maintaining any occupancy, premises or vehicle subject to this code that shall permit any fire or life safety hazard to exist on premises under their control shall be guilty of an infraction.

C. Section 110.4.3 Misdemeanor is hereby added as follows:

110.4.3 Misdemeanor. Persons who fail to take immediate action to abate a fire or life safety hazard when ordered or notified to do so by the chief or a duly authorized representative, or who violate the following sections of this code, shall be guilty of a misdemeanor:

- (1) 104.11.2 Obstructing operations
- (2) 104.11.3 Systems and Devices
- (3) 108.6 Overcrowding

- (4) 110.3.2 Compliance with Orders and Notices
- (5) 112.4 Failure to comply
- (6) 305.4 Deliberate or negligent burning
- (7) 308.1.2 Throwing or placing sources of ignition
- (8) 310.7 Burning Objects
- (9) 3107.4 Open or exposed flames

D. Fire Service Features is adopted in its entirety with the following amendment:

Section 501.3 Construction documents is revised as follows:

501.3 Construction documents. Construction documents for proposed fire apparatus access, location of fire lanes, security gates across fire apparatus roads and construction documents and hydraulic calculations for fire hydrant systems shall be submitted to the fire department for review and approval prior to construction. The design shall be in accordance with this code, national standards, and the City of Montclair Guideline for Fire Department Access & Water Requires for Commercial & Residential Development, and the City of Montclair Guideline for Underground Piping for Private Hydrants & Sprinkler Supply Line.

10.28.030 Fire Protection and Life Safety Systems

Section 903.2 Where required is hereby amended as follows:

903.2 Where required. Approved automatic sprinkler systems in buildings and structures shall be required in the locations described in Sections 903.2.1 through 903.2.12 and as follows:

- (1) Every structure hereafter constructed, erected, or moved onto a property, regard-less of separation walls as outlined in the California Building Code, shall have an approved automatic fire sprinkler system installed throughout therein.
- (2) Every structure, except Group R, Division 3, and Group R, Division 4 occupancies, here-after remodeled, rebuilt, or renovated where such costs exceed fifty (50) percent of the assessed valuation as determined by the San Bernardino County Tax Assessor shall have an approved automatic fire sprinkler system installed throughout therein.
- (3) Group R, Division 3, and Group R, Division 4 occupancies, including attached Group U occupancies, where fifty (50) percent or more of the existing floor area is hereafter added to, remodeled, rebuilt, or renovated shall have an approved automatic fire sprinkler system installed throughout therein.
- (4) Every approved automatic fire sprinkler system shall have one (1) exterior Audible Device, connected to water flow alarm device installed on each riser.
- (5) Each approved automatic fire sprinkler system shall maintain a stock of at least one spare sprinkler that corresponds to the types and temperatures of those installed in the system. The stock of spare sprinklers and wrench shall be stored in a cabinet which shall be mounted as close to the system riser as practical.

Exceptions:

- (1) Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries, and standby engines, provided those spaces or areas are equipped throughout with an automatic fire alarm system and are separated from the remainder of the building by fire barriers consisting of not less than one-hour fire-resistance-rated walls and two-hour fire-resistance-rated floor/ceiling assemblies.
- (2) Automatic fire sprinkler protection for fixed guideway transit systems shall be as per Section 903.2.17.
- (3) Outdoor, detached storage facilities of 200 square feet or less.
- (4) Any work for which a building permit is not required.

- (5) Block walls.
- (6) Swimming pools and spas.
- (7) Lattice patio covers.
- (8) Reroofing.
- (9) Decks.
 - (i) Except a covered deck constructed as part of a new building or structure.
- (10) Gazebos.
- (11) Solar photovoltaic panels supported by a structure over parking stalls where the panels constitute the roof.

10.28.040 Sprinkler and Alarm requirements

A. Section 903.3.1 Standards is hereby amended as follows:

903.3.1 Standards. Sprinkler systems shall be designed and installed in accordance with Section 903.3.1.1, unless otherwise permitted by Sections 903.3.1.2 and 903.3.1.3, and the following:

- (1) Every sprinkler system shall have at least one (1) fire department connection located within fifty (50) feet of a fire hydrant as approved.

Exceptions:

- (i) Sprinkler systems complying with NFPA 13 D.
- (ii) Sprinkler systems supplying fewer than twenty (20) heads.
- (2) Minimum sprinkler system design requirements for new industrial "spec" buildings shall be as required for NFPA 13 (latest edition), extra hazard (group 1).
- (3) NFPA 13 R sprinkler systems shall utilize separate underground water mains to supply the fire sprinkler system and the domestic water supply.

B. Section 903.4, Sprinkler system supervision and alarms, is hereby amended by modifying item 1, deleting item 5, and renumbering the Exceptions as follows:

- (1) Automatic sprinkler systems protecting one- and two-family dwellings.
- (2) Limited area systems serving fewer than 20 sprinklers.
- (3) Automatic sprinkler systems installed in accordance with NFPA 13R where the common supply main is used to supply both the domestic and automatic sprinkler system, and a separate shutoff valve for automatic sprinkler system is not provided.
- (4) Jockey pump control valves that are sealed or locked in the open position.
- (5) Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
- (6) Trim valves to pressure switches in dry, pre-action and deluge sprinkler systems that are sealed or locked in the open position.

C. Section 905.4 Location of Class I standpipe hose connections is hereby amended by adding items 7 as follows:

- (7) The centerline of the 2.5 inch (63.5 mm) outlet shall be no less than 18 inches (457.2 mm) and no more than 24 inches above the finished floor.

D. Section 907.1.6 False Alarms is hereby added as follows:

907.1.6 False Alarms. More than two (2) false alarms transmitted from any required or not required fire alarm system in a one (1) month period of time, or three (3) false alarms transmitted from any required or not required fire alarm system in any two (2) month period of time shall result in an assessment of fees for services provided by the Fire Department for all subsequent false alarms in the remainder of the calendar year.

10.28.050 Explosives and Fireworks

A. Section 5601.2.5 Retail Fireworks is hereby added as follows:

5601.2.5 Retail Fireworks. The storage, use, sale, possession, and handling of fireworks 1.4G (commonly referred to as Safe & Sane) and fireworks 1.3G is prohibited. Exception: Fireworks 1.4G and fireworks 1.3G may be part of an electrically fired public display when permitted and conducted by a licensed pyrotechnic operator

B. Section 5601.3.6 Seizure of Fireworks is hereby added as follows:

5601.3.6 Seizure of Fireworks. The fire code official shall have the authority to seize, take, and remove all fireworks stored, sold, offered for sale, used or handled in violation of the provisions of Title 19 CCR, Chapter 6. Any seizure or removal pursuant to this section shall be in compliance with all applicable statutory, constitutional, and decisional law.

C. Section 5608.2 Firing is hereby added as follows:

5608.2 Firing. All fireworks displays shall be electrically fired.

D. NFPA 13, 2016 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 6.7.3 is hereby revised as follows:

6.7.3 Fire department connections (FDC) shall be of an approved type. The FDC shall contain a minimum of two 2 ½" inlets. The location shall be approved and be no more than 50 feet from a public hydrant. The FDC may be located within 50 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red. When the fire sprinkler density design requires 500 gpm (including inside hose stream demand) or greater, or a standpipe system is included, four 2 ½" inlets shall be provided.

Section 8.3.3.1 is hereby revised as follows:

8.3.3.1. When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

- (1) Quick-response type as defined in 3.6.4.8
- (2) Residential sprinklers in accordance with the requirements of 8.4.5
- (3) Quick response CMSA sprinklers
- (4) ESFR sprinklers
- (5) Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
- (6) Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 8.15.1.2.7 is hereby revised as follows:

8.15.1.2.7 Concealed spaces filled with noncombustible insulation shall not require sprinkler protection when approved by the fire code official.

Section 11.1.1.1 is hereby added as follows:

11.1.1.1 When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2 (d) curve "G". Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new occupancy.

E. NFPA 13D 2016 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

(1) Section 4.1.3 is hereby added as follows:

4.1.3 Stock of Spare Sprinklers.

4.1.3.1. A supply of at least two sprinklers for each type shall be maintained on the premises so that any sprinklers that have operated or been damaged in any way can be promptly replaced.

4.1.3.2 The sprinklers shall correspond to the types and temperature ratings of the sprinklers in the property.

4.1.3.3 The sprinklers shall be kept in a cabinet located where the temperature to which they are subjected will at no time exceed 100 oF (38oC).

4.1.3.4 A special sprinkler wrench shall be provided and kept in the cabinet to be used in the removal and installation of sprinklers. One sprinkler wrench shall be provided for each type of sprinkler installed.

(2) Section 7.1.2 is hereby revised to read as follows:

7.1.2 The system piping shall not have a separate control valve unless supervised by a central station, proprietary, or remote station alarm service.

F. NFPA 24, 2016 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances is hereby amended to read as follows:

(1) Section 1.1.1 This standard and the City of Montclair’s Underground Guideline shall cover the minimum requirements for the installation of private fire service mains and their appurtenances, which include supplying the following:

1. Automatic sprinkler systems
2. Open sprinkler systems
3. Water spray fixed systems
4. Foam systems
5. Private hydrants
6. Monitor nozzles or standpipe systems with reference to water supplies
7. Hose houses

G. Appendices

Appendix B is adopted in its entirety with the following amendments.

(1) Table B105.1 (1) is hereby revised as follows:

**TABLE B105.1(1)
REQUIRED FIRE-FLOW FOR ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3
AND R-4 BUILDINGS AND TOWNHOUSES**

CALCULATION AREA (square feet)	AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
0 - 3,600	No automatic sprinkler system	1,000	1
3,601 and greater	No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2) at the required fire-flow rate
0 - 3,600	Section 903.3.1.3 of the California Fire Code or Section 313.3 of the California Residential Code	750	3/4
3,601 and greater	Section 903.3.1.3 of the California Fire Code or Section 313.3 of the California Residential Code	½ value in Table B105.1(2) but not less than 1500	1

For SI: 1 square foot = 0.0929 m², 1 gallon per minute = 3.785 L/m

(2) Table B105.2 is hereby revised as follows:

**TABLE B105.2
REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY
DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES**

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 or Section 903.3.1.2 of the California Fire Code	50% of the value in Table B105.1(2) but not less than 1500	Duration in Table B105.1(2)

For SI: 1 square foot = 0.0929 m², 1 gallon per minute = 3.785 L/m

- (3) Appendix BB is adopted in its entirety without amendments.
- (4) Appendix C is adopted in its entirety without amendments.
- (5) Appendix CC is adopted in its entirety without amendments.

10.28.060 Explosives and Fireworks

Chapter 56 Explosives and Fireworks California Fire Code Chapter 56 is adopted in its entirety with the following amendments:

Section 5601.2.5 Retail Fireworks is hereby added as follows:

5601.2.5 Retail Fireworks. The storage, use, sale, possession, and handling of fireworks 1.4G (commonly referred to as Safe & Sane) and fireworks 1.3G is prohibited. Exception: Fireworks 1.4G and fireworks 1.3G may be part of an electrically fired public display when permitted and conducted by a licensed pyrotechnic operator

Section 5601.3.6 Seizure of Fireworks is hereby added as follows:

5601.3.6 Seizure of Fireworks. The fire code official shall have the authority to seize, take, and remove all fireworks stored, sold, offered for sale, used or handled in violation of the provisions of Title 19 CCR, Chapter 6. Any seizure or removal pursuant to this section shall be in compliance with all applicable statutory, constitutional, and decisional law.

Section 5608.2 Firing is hereby added as follows:

5608.2 Firing. All fireworks displays shall be electrically fired.

SECTION VI. Sections 10.30.010 and 10.30.020 of the Montclair Municipal Code are hereby amended to read as follows:

10.30.010. Adoption.

Except as provided in this Chapter, the California Green Standards Code, 2019 Edition, as published by the California Building Standards Commission, shall be and become the Green Building Standards Code of the City of Montclair, regulating and controlling the planning, design, operation, use and occupancy of every newly constructed building or structure in the City. The California Green Building Standards Code shall be on file for public examination in the office of the Building Official.

10.30.020. Green Building Standards Code amendments.

The 2019 Edition of the California Green Building Standards Code is hereby adopted with no amendments.

SECTION VII. Section 10.32.10 of the Montclair Municipal Code is hereby amended to read as follows:

10.32.10. Adoption.

Except as provided in this chapter of the International Property Maintenance Code, 2018 Edition as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, is referenced to and, by such reference, incorporated in this chapter and adopted as the Property Maintenance Code of the City of Montclair, except as certain portions are hereinafter specifically amended. One copy of the Property Maintenance Code certified by the City Clerk of the City of Montclair shall be filed and kept in the Building Division for use and examination by the public.

The 2018 Edition of the International Property Maintenance Code is hereby adopted with no amendments.

SECTION VIII. Sections 10.36.010 and 10.36.020 of the Montclair Municipal Code are hereby amended to read as follows:

10.36.010. Adoption.

Except as provided in this Chapter, the California Mechanical Code, 2019 Edition, based on the 2018 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials (IAPMO), shall be and become the Mechanical Code of the City of Montclair, regulating and controlling the design, construction, installation, quality of materials, location, operation, and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators, and other miscellaneous heat-producing appliances. The California Mechanical Code is on file for public examination in the office of the Building Official.

10.36.020. Mechanical Code amendments.

The 2019 Edition of the California Mechanical Code is hereby adopted with no amendments.

SECTION IX. Sections 10.40.010 and 10.40.020 of the Montclair Municipal Code are hereby amended to read as follows:

10.40.010. Adoption.

Except as provided in this Chapter, the California Plumbing Code, 2019 Edition, based on the 2018 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials (IAPMO) shall be and become the Plumbing Code of the City of Montclair, regulating erection, installation, alteration, repair, relocation, replacement, maintenance, or use of plumbing systems within the City. The California Plumbing Code is on file for public examination in the office of the Building Official.

10.40.020. Plumbing Code amendments.

The 2019 Edition of the California Plumbing Code is hereby adopted with no amendments.

SECTION X. Section 10.42.010 of the Montclair Municipal Code is hereby amended to read as follows:

10.42.010. Adoption.

Except as provided in this Chapter, the California Residential Code, 2019 Edition, based on the 2018 International Residential Code, including Appendix Chapters "I," "H" and "V," based on the 2018 as published by the International Code Council, as published by the California Building Standards Commission, shall be and become the Residential Building Code of the City of Montclair, regulating construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every detached one- and two-family dwelling and townhouse not more than three stories above grade in height with a separate means of egress and structures accessory thereto in the City. The California Residential Code is on file for public examination in the office of the Building Official.

SECTION XI. The following language is added to the end of Section 10.42.010 of the Montclair Municipal Code:

A. Appendix V, Swimming Pool Safety Act, AV100.2 (a), Construction permit, safety features required, is amended to read as follows:

Except as provided in Section AV100.5, when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall be equipped with item #1 and at least one addition of the following seven drowning prevention features:

B. Appendix V, Swimming Pool Safety Act, AV100.2 (a) #1, Construction permit, safety features required, is amended to read as follows:

An enclosure that meets the requirements of Section AV100.3 and isolates the swimming pool or spa from the private single-family home. Any walls of the residential structure or accessory structures used to complete the isolation enclosure must have its door openings equipped with protection as required in AV100.2 (a) #4 or #5. Any such door protection device provided for this purpose may not be used to comply with the second drowning prevention feature requirement.

SECTION XII. Severability.

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

SECTION XIII. Effective Date.

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

SECTION XIV. Posting.

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

APPROVED AND ADOPTED this XX day of XX, 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. 19-988 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



AGENDA REPORT

DATE:	NOVEMBER 18, 2019	FILE I.D.:	MCF100
SECTION:	ADMIN. REPORTS	DEPT.:	HUMAN SVCS./MCF
ITEM NO.:	10	PREPARER:	M. RICHTER
SUBJECT:	CONSIDER APPROVING THE PURCHASE OF WHOLE TURKEYS AND ASSORTED ITEMS FOR THE MONTCLAIR HOLIDAY FOOD AND TOY BASKET PROGRAM		

REASON FOR CONSIDERATION: The Montclair Community Foundation (MCF) Board of Directors is requested to consider approval to use funds donated to MCF to purchase turkeys and other assorted items for the Holiday Food and Toy Basket Program.

BACKGROUND: The Montclair City Council also serves in its capacity as the MCF Board of Directors. The vision of MCF is to work collectively and collaboratively to strengthen services and enhance the quality of life for residents by promoting health, wellness, and economic stability for all including the most vulnerable in our community. The mission of MCF is to guarantee a quality community for all, by working together as diverse, committed individuals and organizations to make an impact that improves the overall well-being of the community.

For 33 years, the City has coordinated the Holiday Food and Toy Basket Program to serve the less fortunate in Montclair by providing low income families with a basket of food to prepare a holiday meal and by gifting toys to children in need. Since 2015, MCF has partnered with the City to provide whole turkeys and assorted food items that are given to each of the qualified food basket recipients. Funded entirely through the generous food, toy, and monetary donations to MCF from businesses, organizations and individuals throughout the community, the Holiday Food and Toy Basket Program was able to supply over 600 disadvantaged Montclair children, their family members, and senior citizens with a holiday meal last year.

To ensure the less fortunate in our community receive the provisions they need during the holiday season, staff recommends the purchase of whole turkeys and assorted food items to provide each Holiday Food and Toy Basket Program recipient with ingredients for a complete holiday meal, which will be paid for with donations to MCF.

Staff recommends using \$6,100 of funds donated to MCF to purchase whole turkeys and assorted food items for the Holiday Food & Toy Basket Program.

FISCAL IMPACT: Should the MCF Board approve the purchase of turkeys and other food items, the City will make the purchase for the Holiday Food and Toy Basket Program and MCF will reimburse the City through funds donated.

RECOMMENDATION: Staff recommends the Montclair Community Foundation Board approve the purchase whole turkeys and assorted items for the Holiday Food and Toy Basket Program.



AGENDA REPORT

DATE:	NOVEMBER 18, 2019	FILE I.D.:	HSV042/GRT125
SECTION:	AGREEMENTS	DEPT.:	HUMAN SVCS.
ITEM NO.:	1	PREPARER:	A. COLUNGA
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 19-90 WITH CITY OF HOPE TO ACCEPT FUNDING IN SUPPORT OF HEALTHY MONTCLAIR TO PROMOTE AND IMPLEMENT THE CHRONIC DISEASE SELF-MANAGEMENT PROGRAM		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 19-90 with City of Hope to accept funding in support of Healthy Montclair to promote and implement the Chronic Disease Self-Management Program.

BACKGROUND: The purpose of the Healthy Montclair Initiative is to achieve an excellence in quality of life for those who live, work, play, eat, and shop in Montclair. Montclair was one of the first cities in California to be designated a Healthy City by California Healthy Cities and Communities in 1998. Since this time, the Healthy Montclair Initiative has flourished. Healthy Montclair defines health as a state of complete physical, mental, and social wellbeing and not merely the absence of disease or infirmity.

Cardiovascular diseases, cancers, and chronic lower respiratory diseases caused over sixty-nine percent of the deaths in Montclair over the past thirty years. The Human Services Department has strategically identified policies, strategies and programs to transform our community health and quality of life. Among the efforts of the Human Services Department was the social determinants of health pilot program funded in part through a City of Hope Healthy Living Grant in 2018. Furthering our partnership, City of Montclair has been selected by City of Hope as one of eight agencies to promote evidence-based health education developed through the Partners in Care Foundation's Chronic Disease Self-Management Education Program (CDSMP) utilized by the Centers for Disease Control and Prevention (CDC).

CDSMP is intended for people with chronic health conditions such as heart disease, diabetes, arthritis, lung disease and other ongoing health problems. According to the CDC, there is strong evidence from peer-reviewed publications and evaluations that participation in CDSMP can improve both physical and psychosocial outcomes and quality of life for those with chronic diseases. If approved, the Human Services Department Health Education Specialist and two Consejeras (Community Health Workers) will participate in a four-day training to deliver CDSMP in December 2019.

FISCAL IMPACT: Should the City Council approve proposed Agreement No. 19-90, City of Hope would pay for the licensing fee for CDSMP for one year and would provide \$1,000 to the City for CDSMP program supplies and stipends. The term of the agreement is November 18, 2019 through December 31, 2020.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 19-90 with City of Hope to accept funding in support of Healthy Montclair to promote and implement the Chronic Disease Self-Management Program.



1500 East Duarte Road
Duarte, CA 91010-3000
www.cityofhope.org

November 1st, 2019

City of Montclair

Re: Chronic Disease Self-Management Program

Dear City of Montclair:

City of Hope is pleased to support City of Montclair in promoting evidence-based health education through the Partners in Care Foundation’s Chronic Disease Self-Management Education Program (“Program”). In support of the Program, City of Hope will provide funding for: (1) the licensing fee for participation in the Program from November 18, 2019 – December 31, 2020; and (2) \$1,000 to cover all six Program workshop supplies and refreshments. Payment will be made to your organization prior to the first Program workshop.

As a condition of receipt of the support described herein, City of Montclair must comply with all requirements of the Affiliate Agreement with Partners in Care Foundation attached hereto and conduct at least six Program workshops. City of Montclair agrees to share with City of Hope any Program data generated by City of Montclair and allows City of Hope to use such data for its reporting and publication purposes. City of Montclair further agrees to allow City of Hope and Partners in Care Foundation to use City of Montclair’s name, logos and trademarks (in the form(s) provided or approved by City of Montclair in any Program-related marketing or publicity. City of Montclair will be solely responsible for its Program activities and compliance with the terms of the Affiliate Agreement and shall hold City of Hope harmless from any liability arising out of City of Montclair’s conduct of the Program or breach of the Affiliate Agreement.

We are excited to offer City of Montclair this opportunity to participate in this important program. Please take a moment to review these terms, and if they meet with City of Montclair’s approval, we ask that an authorized representative of City of Montclair sign this letter and return the signed letter to me at snyanzi@coh.org If you have any questions regarding this letter, please contact **Susan Nyanzi** at 626-218-2797

Sincerely

Susan Nyanzi DrPH, MCHES
COH_CDSM Program Coordinator

Astrid Micken-Williams, DrPH, CHES
Project Director
Conrad N. Hilton-City of Hope Partnership

Agreed and Accepted:

Signature: _____
Name: J. John Dutrey

Title: Mayor, City of Montclair
Date: November 18, 2019



AGENDA REPORT

DATE: NOVEMBER 18, 2019 **FILE I.D.:** MPO350
SECTION: AGREEMENTS **DEPT.:** ADMIN. SVCS.
ITEM NO.: 2 **PREPARER:** J. HAMILTON
SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 19-94, A MEMORANDUM OF UNDER-
STANDING (MOU) WITH THE MONTCLAIR POLICE OFFICERS' ASSOCIATION (MPOA)
FOR THE PERIOD OF JULY 1, 2019 TO JUNE 30, 2021

CONSIDER AUTHORIZING THE TRANSFER OF ADDITIONAL COMPENSATION AS
APPROVED IN THE MOU FROM THE PERSONNEL ADJUSTMENT RESERVE FUND

REASON FOR CONSIDERATION: The City Council is requested to consider approving Agreement No. 19-94, the MOU between the City of Montclair and the Montclair Police Officers' Association (MPOA) for the period of July 1, 2019 to June 30, 2021; and (2) the transfer of the appropriate additional compensation from the Personnel Adjustment Reserve Fund to the General Operating Fund. A copy of the proposed MPOA MOU is available for the City Council's review and consideration.

BACKGROUND: Typically on an annual basis, the City of Montclair negotiates on the terms and conditions of employment with the various labor associations, which include MPOA. Once an agreement is reached with the representative labor association, the City and the respective labor association will memorialize the terms in a signature agreement, which is presented to the Personnel Committee for approval of pay and benefit increases. The MOU between the City and MPOA is then updated and presented to City Council for approval. The City and MPOA have concluded negotiations and reached an agreement for the period of July 1, 2019 to June 30, 2021 on October 28, 2019, with the Personnel Committee approving the following terms and conditions of employment on November 4, 2019. The following is a summary of the agreement reached:

- Article 6 (Dues Deduction): This Article is retitled to Membership and Payroll Deductions to ensure the provisions are in compliance with the 2018 U.S. Supreme Court *Janis v AFSCME* and California Senate Bill 866.
- Article 7 (Section 7.01): This change relates to a salary increase of 8 percent to all classifications represented by MPOA effective October 14, 2019 and a second salary increase of 4 percent to all classifications represented by MPOA effective the first full pay period in July 2020.
- Article 7 (Section 7.05): The change of language in this provision modifies the procedures to be followed to commence POST Certificate Pay.
- Article 7 (Section 7.07(H)): This change adds a Special Additional Pay for an officer or sergeant who remains with the City by providing an increase of 2.5 percent on the anniversary of each of the employee's quinquennial periods (e.g., 5-, 10-, 15-, 20-, and 25-year anniversaries), which is known as Longevity Pay. The benefit caps out at 25 years. However, for an employee to be eligible for Longevity

Pay, his/her employment must be continuous, full-time service and his/her performance must meet and/or exceed expectations as outlined in Article 27 of the MPOA MOU. Longevity Pay consideration may also be delayed if an employee receives a certain level of discipline.

- Article 8 (Section 8.03): This change restructures the retiree medical benefit an employee earns after 25-years of continuous service. Under this restructuring, the retiree is no longer permitted to remain on City-provided health care, dental, or optical plans and must shop for his/her own individual plan. In return, the City will reimburse up to \$532.16/month to assist the retiree in paying for his/her health care premiums or Medicare premiums only. This new plan allows an employee to move outside of the City's healthcare coverage areas or join his/her spouse's health care plan and still benefit from this earned retiree benefit.
- Article 33: With the addition of the Longevity Special Additional Pay, this change terminates the Employee Service Awards Programs for officers and sergeants effective June 30, 2020.
- Article 44: This change describes the term of this new MOU to be from July 1, 2019 to June 30, 2021.

FISCAL IMPACT: The fiscal impact associated with ratifying proposed Agreement No. 19-94 due to additional compensation will be funded from the Personnel Adjustment Reserve of the General Fund, as these increases were not included in the original Fiscal Year 2019-2020 Budget. Therefore, the City Council is requested to approve a transfer from the Personnel Adjustment Reserve to the General Operating Fund to fund the additional compensation.

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

1. Approve Agreement No. 19-94, a Memorandum of Understanding (MOU) between the City of Montclair and the Montclair Police Officers' Association (MPOA) for the period of July 1, 2019 to June 30, 2021; and
2. Authorize the transfer of additional compensation as approved in the MOU from the Personnel Adjustment Reserve Fund.



AGENDA REPORT

DATE:	NOVEMBER 18, 2019	FILE I.D.:	LDU151
SECTION:	AGREEMENTS	DEPT.:	PUBLIC WORKS
ITEM NO.:	3	PREPARER:	N. CASTILLO
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 19-101 WITH PULICE CONSTRUCTION TO LEASE UNDEVELOPED CITY-OWNED PROPERTY FOR A CONSTRUCTION FIELD OFFICE AND EQUIPMENT YARD		

REASON FOR CONSIDERATION: Pulice Construction, Inc., the contractor for the City's Monte Vista Avenue/Union Pacific Railroad Grade Separation Project (MVGSP), has requested to lease a remnant property to use for equipment staging and to locate a field office. With the construction and contract administration phase of the MVGSP coming to a close, Pulice Construction Inc. would need to demobilize off the site. Instead, Pulice Construction Inc. would like to lease the land for approximately one year with the option of leasing it even further if both parties are in agreement.

The City Council is requested to approve Agreement No. 19-101 with Pulice Construction to lease undeveloped City-owned property for use as an equipment storage yard and to locate a construction field office. Lease agreements for City property require City Council approval.

BACKGROUND: On September 23, 2019, the new Monte Vista Avenue Grade Separation opened to the public. The project's construction required right-of-way acquisition for a remnant of unimproved land near the southerly bridge abutment. Eventually, the surplus property will be developed; however, the process to create a proper parcel on the site for future development is extensive. Therefore, this lease agreement would allow the City to monetize the land while the parcel is prepared for future development.

The lease agreement delineates roles, responsibilities, and funding commitments. Salient points are:

- Pulice Construction Inc. agrees to pay \$3,000 per month to lease the land.
- Pulice Construction, Inc. would maintain general liability insurance.
- The lease term is one year, with option for month to month leasing thereafter, or for a new agreed-upon term thereafter with the execution of a lease renewal.

FISCAL IMPACT: The \$3,000 per month lease agreement would have a positive effect on the City's General Fund.

RECOMMENDATION: Staff recommends that the City Council approve Lease Agreement No. 19-101 with Pulice Construction Inc. for a construction field office and equipment yard.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") dated and is effective as of this 1st day of January, 2020, ("Effective Date"), by and between the City of Montclair ("Landlord") and Pulice Construction Incorporated, an Arizona corporation ("Tenant").

WHEREAS, Landlord and Tenant desire to enter into this Lease for certain real estate situated at 4933 West State St, Montclair, CA 91763 ("Premises"), together with certain rights, privileges and easements.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises set forth herein, Landlord and Tenant agree as follows:

1. **Leased Property and Possession.** Landlord shall deliver to Tenant exclusive possession of the Premises described in **Exhibit "A"** on the Effective Date. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises together with all access, utility and/or drainage rights affecting, serving or otherwise appertaining thereto. Landlord hereby grants to Tenant, Tenant's permitted successors and assigns, and their respective employees, agents, contractors, invitees and customers, any and all right, title and interest of Landlord to the driveways adjacent to the Premises for pedestrian and vehicular access and ingress to and egress from the Premises to the nearest public road.

2. **Rent.** Tenant shall pay to Landlord, together with the other amounts listed in this Lease, if any, certain sums as rent ("Rent") for the Premises in accordance with the schedule set forth below, which sums shall be payable monthly on the first (1st) day of each month without deduction or setoff:

Month(s) 1- 12: \$ 3,000 /month

Rent shall begin on the date which is the Effective Date of the Lease (the "Rent Commencement Date"), and shall continue throughout the full term of this Lease. Rent for any partial calendar month shall be prorated on the basis of a thirty (30) day calendar month and adjusted between the parties.

2-A. In the event Tenant renews this Lease as provided for in Section 3 of this Lease, the monthly base rent during the Renewal Term shall be as follows: \$ 3,000 per month during the Renewal Term.

3. **Term.**

3-A. The term of the Lease shall commence on the Rent Commencement Date and shall terminate at midnight on December 31, 2020 (the "Lease Term").

3-B. Tenant shall have the right but not the obligation to renew this Lease for one (1) additional terms of twelve (12) months each ("Renewal Term(s)") by delivering written notice of the exercise thereof to Landlord thirty (30) days before the expiration of the Term. During the Renewal Term(s), this Lease shall continue upon the same terms, covenants and conditions as in the Initial Term except that the rental due Landlord during the Renewal Terms shall be as set forth in Section 2A.

3-C. Notwithstanding any other provision in this Lease to the contrary, Tenant shall be entitled to terminate this Lease at any time by providing Landlord 30 days written notice of an early termination date. In the event of such early termination, Tenant shall be required to pay Landlord the prorata rent through the early termination date plus an early termination fee of \$3,000.

4. **Use of Premises.** Tenant shall have the right to use and occupy the Premises for operation of a temporary construction field office and equipment or storage yard or any other lawful uses incidental thereto.

5. **Possession and Quiet Enjoyment.** Landlord covenants that Landlord has the right to lease the Premises and agrees to defend its leasehold estate thereto. Landlord warrants that Tenant shall at all times during said Term, and any extension thereof, have peaceable and quiet enjoyment and possession of the Premises without let or hindrance from Landlord or any person whomsoever legally claiming through Landlord, provided there shall be no Tenant Default under this Lease, but subject, nevertheless, to the Term of this Lease and any mortgages, agreements, easements, conditions, restrictions, covenants and encumbrances to which this Lease is or may be subordinated, as provided in this Lease.

6. **Tenant Responsibilities.**

6-A. **Tenant Work:** Tenant may make alterations and improvements ("Improvements") to the premises after obtaining the Landlord's written consent, which will not be unreasonably withheld. Improvements or alterations made shall be replaced to the original state prior to leaving if requested by Landlord.

6-B. **Permitting:** Landlord agrees to reasonably participate in any approvals or permits reasonably necessary for Tenant's intended use for the Premises and to execute any documents reasonably necessary for this process.

6-C. **Maintenance and Upkeep of Premises.** All maintenance, repair, upkeep, replacement, cleaning, and renovating of the Premises shall be the responsibility of Tenant and shall be conducted by Tenant at Tenant's sole expense. Tenant shall continually keep the Premises and Improvements in substantially the same condition as they were on the Effective Date (save for ordinary wear and tear), making all replacements and repairs needed to keep the Improvements and the Premises in such condition throughout the Term of this Lease. Tenant shall remove all equipment and materials from the Premises at the end of this Lease. If Tenant fails to do so, Tenant shall reimburse Landlord for all costs incurred by Landlord in removing Tenant's equipment and materials from the Premises.

6-D. **Liens.** Tenant shall not permit to be placed against the Premises, or any part thereof, any mechanics', materialmen's, contractors' or subcontractors' liens due to Tenant's activities thereon or use thereof. Tenant shall indemnify, defend and hold Landlord harmless from all liability for any and all liens, claims and demands, together with the costs of defense and reasonable attorneys' fees, related to same.

7. **Utilities and Parking.** Tenant agrees to pay for all utilities attendant with Tenant's use of Premises during the Term including water, sewer/trash, electricity and gas. Parking area shall be provided by Landlord at no additional cost to Tenant.

8. **Insurance.** Tenant shall maintain at all times during the Lease Term commercial general liability insurance against claims for personal injury, death or property damage occurring in, on or about the Premises or sidewalks or areas adjacent to the Premises to afford protection to the limit of not less than \$2,000,000 combined single limit. Such insurance may be covered under a blanket policy covering the Premises and other locations of Tenant or its general partner or the general partner's parent or an affiliate corporation. Landlord, its employees, representatives, officers and agents shall be named as additional insureds. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, or non-renewed without thirty (30) days prior written notice to Landlord. Tenant shall deliver a certificate of insurance to Landlord upon written request.

9. **Representations, Warranties and Covenants.**

9-A. **Landlord's Representations.** Landlord represents and warrants to Tenant that as of the Effective Date:

(i) Landlord has authority to execute, deliver and perform this Lease and each instrument and agreement to be executed and delivered by Landlord pursuant hereto and to take all of the actions contemplated hereby to be taken by Landlord, including, but not limited to, delivery of possession of the Premises to Tenant free and clear of all leases, subleases and sub-tenancies in substantially the same condition and state of repair as of the date of execution of this Lease by Landlord, subject to normal wear, tear and use since that date and subject, however, to all liens, encumbrances, covenants, conditions and restrictions of record pertaining to the Premises as of the date of execution of this Lease by Landlord.

(ii) To the best of Landlord's knowledge, there is no pending or threatened proceeding to which Landlord is a party, or of which it has been given notice concerning any condemnation proceedings, which would materially and adversely affect the Premises. To Landlord's actual knowledge, there are no actions, suits, investigations or proceedings pending or threatened to be brought in any court or before any governmental agency which could adversely affect the Premises, or which could have a materially adverse effect on the ability of Tenant to operate on the Premises or delay or prohibit possession of the Premises by Tenant as contemplated by this Lease, nor are there any unsatisfied judgments or consent decrees which could have any such effect.

(iii) To the best of Landlord's knowledge, (a) Landlord has received no notice of default with respect to or violation of any order, writ, injunction or decree of any court, governmental department, agency or instrumentality having jurisdiction over the Premises, which relates to the Premises, and (b) no use permitted under Section 4 of the Lease violates any order, writ, injunction or decree of any court, governmental department, agency or instrumentality.

(iv) This Lease and the consummation of the transaction contemplated herein are the valid and binding obligations of Landlord and do not constitute a default (or an event which, with the giving of notice or the passage of time, or both, would constitute a default) under, nor are they inconsistent with, any contract to which Landlord is party or by which it is bound, including, but not limited to, the Permitted Exceptions.

(v) Excluding any matter of record or any restrictions or encumbrances set forth in this Lease, Landlord is not obligated upon any contract, lease or agreement, written or oral, with respect to the ownership, use, operation or maintenance of the Premises.

(vi) To the best of Landlord's knowledge, the Premises are in compliance with all federal, state and local laws.

(vii) Landlord hereby represents and warrants that to the best of Landlord's knowledge all applicable covenants, restrictions, easements, zoning and other governmental laws and regulations in effect as of the Effective Date and as of the Rent Commencement Date hereunder: (a) permit the use of the Premises for the use specified under Section 4 of the Lease and use accessory and incidental thereto; (b) do not invalidate any policies of insurance of Landlord covering the Premises; and (c) are not considered an extra use as defined in said policies of insurance.

9-B. **Additional Warranties.** Landlord warrants and represents that to the best of Landlord's knowledge the Premises is in compliance with all applicable Laws, regulations, ordinances, codes, statutes and requirements and any other legal requirements imposed upon the Premises by any governmental authority, and Tenant's proposed use of the Premises as a construction field office or storage yard will not violate such Laws, regulations or any legal requirements. Landlord shall notify Tenant immediately after having knowledge of same if at any time prior to the Rent Commencement Date any of the foregoing representations and warranties in this Section 9(A) or (B) become untrue or incorrect.

9-C. **Tenant's Representations.** Tenant represents and warrants to Landlord that Tenant has authority to execute, deliver and perform this Lease, and each instrument and agreement to be executed and delivered by Tenant pursuant hereto, and the taking by Tenant of the actions contemplated hereby including, but not limited to, taking possession of the Premises, constructing Improvements on the Premises (if Tenant so elects) and operating Tenant's business on the Premises (if Tenant so elects). To the best of Tenant's knowledge, there is no pending proceeding to which Tenant is a party, or of which it has been given notice which would materially or adversely affect Tenant's obligations under this Lease. To the best of Tenant's knowledge, there are no actions, suits, investigations or proceedings pending or, threatened to be brought in any court or before any governmental agency which could have a materially adverse effect on the ability of Tenant to operate Tenant's business on the Premises or delay or prohibit possession of the Premises by Tenant as contemplated by this Lease, nor are there any unsatisfied judgments or consent decrees which could have any such effect.

10. **Eminent Domain.** If any portion of the Premises shall be taken by right of eminent domain, Tenant shall have the right, at its discretion, to terminate this Lease and be relieved from further liability hereunder. Should Tenant elect not to terminate this Lease, the rent due during the remainder of the Term shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority. Following such taking, Landlord shall, with all due diligence and at its own cost and expense, make all necessary repairs and alterations required to make the remaining portion of the Premises whole and usable to Tenant. All compensation awarded for such taking shall be allocated in accordance with the Landlord's and Tenant's respective interest therein.

11. **Tenant's Default.** Each of the following events shall be deemed to be an event of default of Tenant hereunder (each of which is sometimes referred to herein as an "Event of Default"):

(1) Failure of Tenant to pay any installment of rent hereunder when due when such failure shall continue for ten (10) days after written notice to Tenant;

(2) Failure of Tenant to observe or perform any other covenant, term or condition set forth in this Lease when such failure continues for a period of thirty (30) days from the date of written notice thereof from Landlord to Tenant; provided, however, if such failure cannot through the exercise of reasonable diligence be cured within such thirty (30) days, an Event of Default shall not be deemed to have occurred under this Section so long as Tenant commences its curative efforts within such thirty (30)-day period and diligently prosecutes same to completion;

(3) Tenant shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors; or Tenant shall commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as debtor or to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or Tenant shall take any corporate action to authorize, or in contemplation of, any of the actions set forth above;

(4) Any case, proceeding or other action against the Tenant shall be commenced seeking to have an order for relief entered against it as debtor or to have it adjudicated a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and such case, proceeding or other action (i) results in the entry of an order for relief against it which is not fully stayed within seven (7) business days after the entry thereof, or (ii) shall remain un-dismissed for a period of thirty (30) days; or

(5) Any other failure or default of Tenant which pursuant to any other provision of this Lease is an Event of Default. Except as otherwise provided by law, Landlord shall not be entitled to accelerate rent due from Tenant or to take possession of the Premises or personal property owned by Tenant on the Premises.

12. **Landlord's Default.** If Landlord fails to perform any of its obligations hereunder within thirty (30) days after written notice from Tenant specifying in detail such failure (or if the failure cannot be corrected, through the exercise of reasonable diligence, within such thirty (30)-day period, if Landlord does not commence to correct same within such thirty (30)-day period and thereafter diligently prosecute same to completion), Tenant's may pursue remedies available in contract or at Law including but not limited to (i) an action for damages, or (ii) if such failure can be cured by the payment of money, Tenant shall have the right to cure such failure on behalf of Landlord and, in connection therewith, expend such reasonable sums as are reasonably necessary to cure such failure. In the event Tenant exercises its rights under clause (ii) of this Section, then Landlord agrees to reimburse Tenant for all reasonable sums so expended by Tenant in curing any such failure of Landlord; provided, however, if Landlord fails to so reimburse Tenant within thirty (30) days after such request for payment, Tenant may deduct such amounts from base rent until the full amount has been satisfied.

Notwithstanding anything to the contrary contained herein, if Landlord shall be in default or shall fail or refuse to perform or comply with its obligation under the Lease and shall continue in default for a period of thirty (30) days after Tenant has given Landlord written notice of such default and demand of performance, Tenant may terminate this Lease.

13. **Indemnification.** Tenant shall indemnify, defend and hold Landlord, its agents and employees harmless from all claims arising from Tenant's use of the Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises. Tenant shall further indemnify, defend and hold Landlord harmless from all claims arising from any breach or default in the performance of any obligation to be performed by Tenant under the terms of this Lease, or arising from any act, neglect, fault or omission of Tenant or of its agents or employees, and from and against reasonable costs, reasonable attorney's fees, reasonable expenses and liabilities incurred in or about such claim or any action or proceeding brought thereon. In case any action or proceeding shall be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel approved in writing by Landlord.

Landlord shall indemnify, defend and hold Tenant harmless from all claims arising from any breach or default in the performance of any obligation to be performed by Landlord under the terms of this Lease, or arising from the negligence or willful misconduct of Landlord or of its agents or employees, and from and against all reasonable costs, reasonable attorney's fees, reasonable expenses and liabilities incurred in or about such claim or any action or proceeding brought thereon. In case any action or proceeding shall be brought against Tenant by reason of any such claim, Landlord upon notice from Tenant shall defend the same at Landlord's expense by counsel reasonably acceptable to Tenant.

14. **Assignment and Sub-letting.** Tenant shall not sublease the Premises or any portion thereof or assign the Lease without Landlord's consent; provided, however, Tenant may assign this Lease or sublet the Premises to any entity that controls, is controlled by, or is under common control with Tenant. The merger or consolidation of Tenant with any such entity shall not be deemed to be an assignment of this Lease by operation of law, so long as the surviving entity in any such merger or consolidation has a net worth (determined in accordance with generally accepted accounting principles consistently applied) immediately following such merger or consolidation that is equal to or greater than the net worth of Tenant immediately prior to such merger or consolidation. For purposes of the Lease, any sale or transfer of capital stock including redemption or issuance of additional stock of any class will not be deemed an assignment, subletting or any other transfer of the Lease or the Premises. If Tenant assigns this Lease, Tenant shall not be relieved of future obligations under the Lease. Landlord will not be entitled to receive any consideration with respect to any assignment or subletting.

15. **Holding Over.** If Tenant remains in possession of the Premises after the expiration of the Initial Term (or any Renewal Term hereof) without the execution of a new lease and in the absence of good faith negotiations for a renewal of the Lease, such holding over will be deemed to have created and be construed as a tenancy from month-to-month terminable on thirty (30) days written notice by either party to the other, subject to all the other conditions, provisions, and obligations of the Lease insofar as the same are applicable to a month-to-month tenancy.

16. **Notices.** Any notice, report, statement, approval, consent, designation, demand or request to be given under this Lease shall be effective when made in writing, deposited for mailing with the United States Postal Service or with a recognized overnight delivery service and addressed to Landlord or Tenant at the following addresses:

LANDLORD:	Name: <u>Noel Castillo, City Engineer</u> Address: <u>City of Montclair</u> <u>5111 Benito Street</u> <u>Montclair, CA 91763</u> Phone: <u>(909) 625-9441</u> Fax: <u>(909) 621-1584</u>
TENANT:	Name: _____ Address: _____ _____ _____ Phone: _____ Fax: _____

17. **Miscellaneous.**

17-A. *Successors and Assigns.* This Lease shall be binding upon and shall inure to the benefit of Landlord, Tenant and their respective successors and assigns.

17-B. *Governing Law.* This Lease shall be construed under the laws of the State of California.

17-C. *Merger Clause.* This Lease contains the entire agreement between Landlord and Tenant regarding the Premises which are the subject of this Lease and may only be altered by a written agreement executed by both Landlord and Tenant.

17-D. *Severability.* If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby.

17-E. *Force Majeure.* In the event the performance by either party of any of its obligations hereunder, except with respect to the payment of money, is delayed by reason of the act or neglect of the other party, act of God, strike, governmental restrictions, war, or any other cause, similar or dissimilar, beyond the reasonable control of the party from whom such performance is due, the period for the commencement of completion thereof shall be extended for a period equal to the period during which performance is so delayed.

17-F. *Counterparts.* This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterpart together shall constitute but one and the same instrument.

17-G. *No Partnership Created.* Landlord and Tenant are not and shall not be considered joint-venturers, not partners, and neither shall have power to bind or obligate the other except as set forth herein.

17-H. *Headings.* The titles to the sections of this Lease are inserted only as a matter of convenience and for reference, and in no way confine, limit or describe the scope or intent of any section of this Lease, nor in any way affect this Lease.

17-I. *Modification.* No modifications, alterations, or amendments of this Lease or any agreements in connection therewith shall be binding or valid unless in writing and duly executed by both Landlord and Tenant.

17-J. *Authority.* Each party hereby represents to the other that the person(s) who have executed this Lease are duly authorized to do so.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement as of the day and year first written above.

LANDLORD: City of Montclair

Tenant: Pulice Construction

By: _____
Name: Noel Castillo
Title: Public Works Director/City Engineer
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Javier John Dutrey
Title: Mayor
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTEST

By: _____
Name: Andrea M. Phillips
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Name: Diane E. Robbins
Title: City Attorney



AGENDA REPORT

DATE:	NOVEMBER 18, 2019	FILE I.D.:	CDV027
SECTION:	RESOLUTIONS	DEPT.:	COMMUNITY DEV.
ITEM NO.:	1	PREPARER:	M.DIAZ
SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 19-3256 IN SUPPORT OF SUBMITTING A PLANNING GRANTS PROGRAM APPLICATION FOR FUNDS AUTHORIZED UNDER THE PROVISIONS OF SB 2 TO FACILITATE THE ACCELERATED PRODUCTION OF HOUSING IN THE STATE OF CALIFORNIA		

REASON FOR CONSIDERATION: Under Planning Grants Program (PGP) Guidelines released by the Department Housing and Community Development (hereafter Department), a resolution from the City Council is required for applying for funds made available to the City under the PGP. The PGP is a non-competitive program available to any locality meeting minimum project and threshold requirements. The City of Montclair is eligible to receive up to \$160,000 under the PGP.

BACKGROUND: In 2017, then-Governor Jerry Brown signed a 15-bill housing package aimed at addressing the state's housing shortage and high housing costs. The bill package included the *Building Homes and Jobs Act*, commonly known as Senate Bill 2 (SB 2, Chapter 364, Statutes of 2017), which established a \$75 recording fee on real estate documents for funds to increase the supply of affordable homes in California. SB 2 established a permanent source of funding intended to increase the affordable housing stock in the State. The Department is authorized to provide up to \$123 million under the SB 2 Planning Grants Program, and each jurisdiction is eligible to apply for one grant up to preset maximum grant amount. As stated above, the City is eligible to apply for up to \$160,000 for one or more projects in the same grant application as long as the cost does not exceed the maximum grant amount allocated. The deadline for submitting an application is November 30, 2019.

The PGP provides one-time funding and ongoing technical assistance to all eligible local governments in California to adopt and implement plans and process improvements that streamline housing approvals and accelerate housing production. Eligible activities include updating a variety of planning documents and processes such as general and specific plans, zoning ordinances, environmental analyses, and process improvements that expedite local planning and permitting. Staff intends to use the PGP funds to reimburse the costs for the following projects:

1. Arrow Highway Mixed Use Development (AHMUD) Specific Plan with CEQA Streamlining

Work with a consultant to develop a new mixed-use, form based, development scheme and standards that encourage and allows for the development/redevelopment of existing properties for small scale manufacturing and retail, craftsman/artisan uses and activities, and the development of work force housing units, all of which will be adjacent to the North Montclair Downtown Specific Plan and in proximity to the Montclair Transcenter.

2. Priority Policy Area — Objective Design and Development Standards

Develop a set of objective design and development standards for multi-family, medium- to high-density projects designed exclusively to provide for affordable, workforce, or homeless emergency shelter housing projects where permitted in the City. The intent of the above criteria would be to find ways to reasonably reduce costs associated with discretionary review and approvals, and ensure that proposed projects will result in attractive and safe environments for their respective residents and that positively contribute to the overall appearance of the area in which these projects are constructed.

Grant funds cannot be disbursed until the Standard Agreement with the Department has been fully executed. The City will then be responsible for compiling and submitting all invoices and reporting documents. Grantees will submit for reimbursements to the Department based on actual cost incurred. The proposed Resolution would authorize the City Manager to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$160,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant. Projects funded by the grant must be encumbered by June 30, 2020 and funds must be expended by June 30, 2022.

FISCAL IMPACT: Grant fund payment will be made on a reimbursement basis as advance payments are not permitted by the PGP. The City would need to make the initial investment in paying for all grant-related expenses, not to exceed \$160,000 maximum, prior to requesting reimbursement from the Department. Project invoices will be submitted to the Department by the City on a quarterly basis, and work on the projects must be completed prior to requesting reimbursement.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No.19-3256 in support of submitting a Planning Grants Application for funds authorized under the provisions of SB 2 to facilitate the accelerated production of housing in the State of California.

RESOLUTION NO. 19-3256

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA, AUTHORIZING APPLICATION FOR, AND RECEIPT OF SB2 PLANNING GRANTS PROGRAM FUNDS

WHEREAS, in 2017, Governor Brown signed a 15-bill housing package aimed at addressing the state's housing shortage and high housing costs. The bill package included the *Building Homes and Jobs Act*, commonly known as Senate Bill 2 (hereafter (SB 2)), which established a \$75 recording fee on real estate documents to increase the supply of affordable homes in California; and

WHEREAS, the main objective of SB 2 is to provide funding and technical assistance to all local governments in California to help cities and counties prepare, adopt, and implement plans and process improvement that streamline housing approvals and accelerate housing production; and

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

WHEREAS, the City Council of the City of Montclair desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

WHEREAS, as the Department is authorized to provide up to \$123 million under the SB 2 Planning Grants program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Codes section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program; and

WHEREAS, based on the population size of the City, the City of Montclair is eligible to be reimbursed up to an amount not exceeding \$160,000, and

WHEREAS, the City of Montclair Housing Element is certified and current through 2020; and

WHEREAS, the City intends to use PGP funds to reimburse the costs for obtaining a consultant to develop new development and design standards for the proposed Arrow Highway Mixed Use Development (AHMUD) Specific Plan and in the development of a set of objective design and development standards for multi-family, medium to high density, projects designed exclusively to provide for affordable, workforce, or homeless emergency shelter housing projects where permitted in the City. The intent of the above criteria would be to find ways to reasonably reduce costs associated with discretionary review and approvals, and ensure that proposed projects will result in attractive and safe environments for their respective residents and that positively contribute to the overall appearance of the area in which these projects are constructed.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTCLAIR RESOLVES AS FOLLOWS:

SECTION 1. The City Council of the City of Montclair is hereby authorized to apply for and submit to the Department the 2019 Planning Grants Program application released March 28, 2019 in the amount of \$160,000.

SECTION 2. In connection with the PGP grant, if the application is approved by the Department, the City Manager or designee is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$160,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City of Montclair obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").

SECTION 3. The City of Montclair shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application

will be enforceable through the executed Standard Agreement. The City of Montclair City Council hereby agrees to use funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

SECTION 4. The City Manager or designee is authorized to execute the City of Montclair Planning Grants Program application, the PGP Grants Documents, and any amendments thereto, on behalf of the City of Montclair as required by the Department for receipt of the PGP Grant.

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

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. 19-3256 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

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
NOVEMBER 4, 2019, AT 8:22 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Pro Tem Raft called the meeting to order at 8:22 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 November 4, 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 October 21, 2019.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

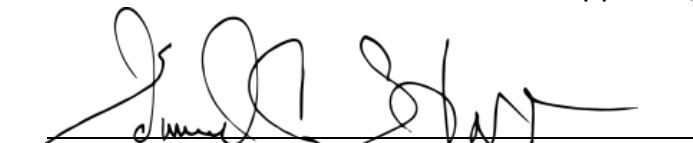
At 8:23 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 8:40 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 8:40 p.m., Mayor Pro Tem Raft adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager