

CITY OF MONTCLAIR

CITY COUNCIL SUCCESSOR AGENCY MONTCLAIR HOUSING CORPORATION MONTCLAIR HOUSING AUTHORITY MONTCLAIR COMMUNITY FOUNDATION

REGULAR MEETING AGENDA

DECEMBER 16, 2019
7:00 PM

COUNCIL CHAMBERS
5111 BENITO STREET, MONTCLAIR, CALIFORNIA

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

Persons wishing to provide comments in relation to an agenda item, including closed session items, are requested to complete a 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. General comments related to items not listed on this agenda will be heard under "Public Comment."

Audio recordings of these meetings are available on the City's [website](#) and can be accessed by the end of the next business day following the meeting.

1. 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]*

2. 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.

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

- 5.1 COMMUNITY ACTIVITIES COMMISSION PRESENTATION OF 2019
HOLIDAY HOME DECORATION CONTEST WINNERS

- 5.2 DONATION OF EXCESS FUNDS FROM THE MAYOR'S PRAYER LUNCHEON TO THE MONTCLAIR COMMUNITY FOUNDATION FOR THE 2019 HOLIDAY FOOD AND TOY DRIVE
- 5.3 OVERVIEW OF MONTE VISTA WATER DISTRICT RATES FOR 2020-2023 PRESENTED BY JUSTIN SCOTT-COE, MVWD GENERAL MANAGER

6. 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.

7. PUBLIC HEARINGS

- 7.1 SECOND READING - CONSIDER ADOPTION 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 ESTABLISHING JANUARY 15, 2020, AS THE EFFECTIVE DATE OF THE CODES **(Page 6)**
[Ordinance No. 19-988 Uniform Building Codes](#)

8. CONSENT CALENDAR

- 8.1 CONSIDER APPROVAL OF MINUTES
DECEMBER 2, 2019 REGULAR MEETING [CC/SA/MHC/MHA/MCF]
- 8.2 CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT [CC] **(Page 18)**
- 8.3 CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION [CC] **(Page 19)**
- 8.4 CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT [SA] **(Page 20)**
- 8.5 CONSIDER APPROVAL OF WARRANT REGISTER [SA] **(Page 21)**
- 8.6 CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT [MHC] **(Page 22)**
- 8.7 CONSIDER APPROVAL OF WARRANT REGISTER [MHC] **(Page 23)**

8.8 CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT [MHA] **(Page 24)**

8.9 CONSIDER APPROVAL OF WARRANT REGISTER [MHA] **(Page 25)**

8.10 CONSIDER AUTHORIZING A \$46,625.13 APPROPRIATION FROM THE UTILITY UNDERGROUND FUND FOR CONSTRUCTION COSTS ASSOCIATED WITH THE UNDERGROUNDING OF OVERHEAD UTILITIES LOCATED WITHIN THE 8800-8900 BLOCK OF CENTRAL AVENUE **(Page 26)**

8.11 CONSIDER AUTHORIZING A \$42,004.77 APPROPRIATION FROM BOND PROCEEDS FOR CONSTRUCTION OF THE COUNCIL CHAMBER REMODEL PROJECT

CONSIDER APPROVAL OF THE FILING OF A NOTICE OF COMPLETION OF CONTRACT WITH R DEPENDABLE CONSTRUCTION, INC., FOR THE COUNCIL CHAMBER REMODEL PROJECT WITH THE SAN BERNARDINO COUNTY RECORDER

CONSIDER AUTHORIZING RELEASE OF RETENTION OF PAYMENT BOND 30 DAYS AFTER RECORDATION OF NOTICE OF COMPLETION **(Page 28)**

8.12 CONSIDER APPROVAL OF PARCEL MERGER NO. 2019-4 AND LOT LINE ADJUSTMENT NO 2019-5 FOR FOUR PARCELS ADDRESSED AS 9625, 9635, 9645, AND 9655 MONTE VISTA AVENUE **(Page 30)**

[Parcel Merger 2019-4](#)

[Lot Line Adjustment 2019-5](#)

8.13 CONSIDER APPROVAL OF AGREEMENT NO. 19-104 WITH GRAFFITI TRACKER INC. FOR CONTINUED USE OF ITS DATABASE TO TRACK AND ANALYZE GRAFFITI

CONSIDER AUTHORIZING A \$3,300 APPROPRIATION FROM THE PROP 30/AB109 FUND TO PAY THE COSTS ASSOCIATED WITH AGREEMENT NO. 19-104 **(Page 44)**

[Agreement No. 19-104 Graffiti Tracker](#)

- 8.14 CONSIDER APPROVAL OF AGREEMENT NO. 19-105, THE THIRD AMENDMENT TO AGREEMENT NO. 98-50 WITH STC ONE LLC, A COMMUNICATIONS SITE GROUND LEASE REGARDING MACARTHUR PARK **(Page 54)**
[Agreement No. 19-105 STC One LLC \(19-58 Amendment 3\)](#)
- 8.15 CONSIDER APPROVAL OF AGREEMENT NO. 19-106 WITH INLAND EMPIRE UTILITIES AGENCY, A MUTUAL AID AGREEMENT FOR SEWER SERVICE **(Page 64)**
[Agreement No. 19-106 IEUA](#)
- 8.16 CONSIDER AUTHORIZING THE TRANSFER OF \$160,000 FROM THE MONTCLAIR HOUSING AUTHORITY TO THE MONTCLAIR HOUSING CORPORATION TO FURTHER COMPLIANCE WITH SECTION SECTION 34176.1 OF THE HEALTH AND SAFETY CODE **(Page 80)**
- 8.17 CONSIDER APPROVAL OF RESOLUTION NO. 19-3258 UPDATING RESOLUTION NO. 18-3211 PROVIDING FOR A SAFETY COMMITTEE FOR THE CITY OF MONTCLAIR **(Page 83)**
[Resolution No. 19-3258 Safety Committee](#)

9. PULLED CONSENT CALENDAR ITEMS

10. COUNCIL WORKSHOP

The City Council may consider continuing the below item(s) to an adjourned meeting on Monday, January 6, 2020, at 5:45 p.m. in the City Council Chambers.

- 10.1 INLAND EMPIRE UTILITIES AGENCY PRESENTATION

11. COMMUNICATIONS

- 11.1 CITY DEPARTMENT REPORTS
- HUMAN SERVICES DEPARTMENT - HOLIDAY EVENTS
 - POLICE DEPARTMENT - DASHING THROUGH MONTCLAIR

11.2 CITY ATTORNEY

- REQUEST FOR CITY COUNCIL TO MEET IN CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(1) REGARDING PENDING LITIGATION

- *ARTHUR V. MONTCLAIR*

- REQUEST FOR CITY COUNCIL TO MEET IN CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957.6 REGARDING CONFERENCE WITH CITY'S DESIGNATED LABOR NEGOTIATOR EDWARD C. STARR

AGENCY: CITY OF MONTCLAIR

EMPLOYEE ASSOCIATIONS:

- *MANAGEMENT*
- *MONTCLAIR CITY CONFIDENTIAL EMPLOYEES' ASSOCIATION*
- *MONTCLAIR GENERAL EMPLOYEES' ASSOCIATION*
- *MONTCLAIR FIREFIGHTERS' ASSOCIATION*
- *MONTCLAIR POLICE OFFICERS' ASSOCIATION*

11.3 CITY MANAGER

11.4 MAYOR/CHAIR

11.5 COUNCIL MEMBERS/DIRECTORS

11.6 COMMITTEE MEETING MINUTES

[Personnel Committee Minutes 12-02-2019 \(Page 87\)](#)

[Public Works Committee Minutes 09-19-2019 \(Page 88\)](#)

12. CLOSED SESSION

13. CLOSED SESSION ANNOUNCEMENTS

14. ADJOURNMENT

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the legislative bodies after publication of the Agenda packet are available for public inspection in the City Clerk's Office at 5111 Benito Street, Montclair, California, during the City's regular business hours of 7:00 a.m. to 6:00 p.m., Monday through Thursday.

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in this meeting, please contact the City Clerk's Office at (909) 625-9416 or email cityclerk@cityofmontclair.org. Notification at least two 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.



AGENDA REPORT

DATE: 2019-12-16 **FILE ID:** 41

SECTION: PUBLIC HEARINGS **DEPT.:** COMMUNITY DEVELOPMENT

ITEM NO.: 7.1 **PREPARER:** MERRY WESTERLIN

SUBJECT: SECOND READING - CONSIDER ADOPTION 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 ESTABLISHING JANUARY 15, 2020, AS THE EFFECTIVE DATE OF THE CODES

REASON FOR CONSIDERATION: Amendments to the Montclair Municipal Code require public hearing review and approval by the City Council.

On December 2, 2019, the City Council held a public hearing on the proposed Ordinance, conducted the first reading, and set a public hearing for December 16th to hold a public hearing, conduct a second reading, and consider adoption of the Ordinance.

A copy of proposed Ordinance No. 19-988 is attached for City Council review.

BACKGROUND: The California Health and Safety Code establishes a Building Standards Commission with duties to review, approve, codify, and publish building standards every three years in its triennial edition of the California Building Standards Code. These Codes, commonly known as Title 24, incorporate the latest editions of the model codes that apply to all jurisdiction in the State. The Commission also establishes a date for the updated codes to become effective throughout the State. The effective date established for this triennial edition is January 15, 2020. The adoption of these 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 of Montclair; and provide for the issuance of permits and collection of fees.

Examples of significant changes to the Codes are:

- Construction documents must provide more detail on the application of materials used for waterproofing for balconies, decks and weather-exposed walking surfaces.
- No fewer than two exit access doors shall be provided for any sleeping room in excess of 1,000 square feet, and meeting the requirements for door separation distance.
- Live/work units shall be permitted to be constructed as one and two-family dwellings or townhouses in accordance with the California Residential Code as long as they are not greater than 3,000 square feet, the non-residential portion is on the main floor and less than 50% of the living area. No more than five employees/workers are permitted.
- Attics intended to be used as habitable spaces are required to be protected with fire sprinklers.
- The occupant load factor (OLF) used to determine occupant loads of specific types of business occupancy classifications will be changed from OLF of 100 to OLF of 50.
- New standards for integrated photovoltaic roof panels for use on roof slopes of 2:12 or greater.
- Updated the standards/dimensions for the use of heavy timber (HT) structural members for use in the construction of high rise wood buildings.
- In new construction, elevators must have a visual text and video based, 24/7 live interactive system.
- Photovoltaic (e.g., solar panels) shall be mandatory for all new single family residences.
- Home Energy Rating System (HERS) certification to show kitchen exhaust hood ventilation meets 100 CFM requirement.
- Garages are required to have a minimum of one 120-volt, 20-amp branch circuit.
- Meeting rooms are required to have 120-volt, 20-amp wall and floor receptacles.
- Extensive changes made throughout the article relating to Photovoltaic (PV) systems.
- An expanded list of areas where tamper resistant receptacles are required

including but not limited to residential to hotels, child care facilities, etc.

- An expanded list of where GFCI protection is required for appliances.
- Require electric vehicle charging infrastructure for new parking areas and additions to existing parking.
- New and expanded surface parking areas shall be required to be shaded by trees per updated code requirements.
- New multifamily projects with 17 or more dwelling units and providing parking to the occupants, shall prewire 3% of the parking spaces for the installation of future electric vehicles (EV) chargers.

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

RECOMMENDATION: Staff recommends the City Council adopt Ordinance 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 establishing an effective date of 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 filled 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: 2019-12-16 **FILE ID:** 27
SECTION: CONSENT CALENDAR **DEPT.:** FINANCE
ITEM NO.: 8.2 **PREPARER:** JANET KULBECK
SUBJECT: CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT [CC]

REASON FOR CONSIDERATION: The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending November 30, 2019, pursuant to state law.

BACKGROUND: Included in the City Council's agenda packet is a copy of the City Treasurer's Report for the period ending November 30, 2019.

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

RECOMMENDATION: Staff recommends the City Council receive and file the City Treasurer's Report for the month ending November 30, 2019.



AGENDA REPORT

DATE: 2019-12-16 **FILE ID:** 42
SECTION: CONSENT CALENDAR **DEPT.:** FINANCE
ITEM NO.: 8.3 **PREPARER:** ANDREA PHILLIPS
SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION [CC]

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

BACKGROUND:

Mayor Pro Tem Raft has examined the following reports and recommends their approval:

1. Warrant Register dated December 16, 2019
2. Payroll Documentation dated November 24, 2019

FISCAL IMPACT: The Warrant Register dated December 16, 2019, totals \$1,069,605.28.

The Payroll Documentation dated November 24, 2019, totals \$660,801.09 gross, with \$466,674.57 net being the total cash disbursement.

RECOMMENDATION: Staff recommends the City Council approve the Warrant Register dated 12/16/2019 and the Payroll Documentation dated 11/24/2019.



AGENDA REPORT

DATE: 2019-12-16 **FILE ID:** 36
SECTION: CONSENT CALENDAR **DEPT.:** SUCCESSOR
REDEVELOPMENT AGENCY
ITEM NO.: 8.4 **PREPARER:** CLAUDIA RAMIREZ
SUBJECT: CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT [SA]

REASON FOR CONSIDERATION:

The City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending November 30, 2019, pursuant to state law.

BACKGROUND:

Included in the Successor Agency Board of Directors' agenda packet is a copy of the Successor to the Redevelopment Agency Treasurer's Report for the period ending November 30, 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 November 30, 2019.



AGENDA REPORT

DATE: 2019-12-16 **FILE ID:** 35

SECTION: CONSENT CALENDAR **DEPT.:** SUCCESSOR
REDEVELOPMENT AGENCY

ITEM NO.: 8.5 **PREPARER:** CLAUDIA RAMIREZ

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER [SA]

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 November 30, 2019, pursuant to state law.

BACKGROUND:

Vice Chairperson Raft has examined the Successor to the Redevelopment Agency Warrant Register dated 11.01.19–11.30.19 in the amounts of \$10,259.59 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 November 30, 2019.



AGENDA REPORT

DATE: 2019-12-16 **FILE ID:** 34

SECTION: CONSENT CALENDAR **DEPT.:** MONTCLAIR HOUSING CORPORATION

ITEM NO.: 8.6 **PREPARER:** CLAUDIA RAMIREZ

SUBJECT: CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT [MHC]

REASON FOR CONSIDERATION:

The Montclair Housing Corporation (MHC) Board of Directors is requested to receive and file the MHC Treasurer's Report for the month ending November 30, 2019, pursuant to state law.

BACKGROUND:

Included in the MHC Board's agenda packet is a copy of the MHC Treasurer's Report for the period ending November 30, 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 November 30, 2019.



AGENDA REPORT

DATE: 2019-12-16 **FILE ID:** 33
SECTION: CONSENT CALENDAR **DEPT.:** MONTCLAIR HOUSING CORPORATION
ITEM NO.: 8.7 **PREPARER:** CLAUDIA RAMIREZ
SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER [MHC]

REASON FOR CONSIDERATION:

The Montclair Housing Corporation (MHC) Board of Directors is requested to consider receiving and filing the MHC Warrant Register for the month ending November 30, 2019, pursuant to state law.

BACKGROUND:

Vice Chairperson Raft has examined the Warrant Register dated 11.01.19–11.30.19 in the amount of \$61,377.24 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 November 30, 2019.



AGENDA REPORT

DATE: 2019-12-16 **FILE ID:** 31

SECTION: CONSENT CALENDAR **DEPT.:** MONTCLAIR HOUSING
AUTHORITY

ITEM NO.: 8.8 **PREPARER:** CLAUDIA RAMIREZ

SUBJECT: CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT
[MHA]

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 November 30, 2019, pursuant to state law.

BACKGROUND:

Included in the Montclair Housing Authority Commissioners' agenda packet is a copy of the Treasurer's Report for the period ending November 30, 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 November 30, 2019.



AGENDA REPORT

DATE: 2019-12-16 **FILE ID:** 32

SECTION: CONSENT CALENDAR **DEPT.:** MONTCLAIR HOUSING
AUTHORITY

ITEM NO.: 8.9 **PREPARER:** CLAUDIA RAMIREZ

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER [MHA]

REASON FOR CONSIDERATION:

The Montclair Housing Authority Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending November 30, 2019, pursuant to state law.

BACKGROUND:

Vice Chairperson Raft has examined the Warrant Register dated 11.01.19–11.30.19 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 November 30, 2019.



AGENDA REPORT

DATE: 2019-12-16 **FILE ID:** 38

SECTION: CONSENT CALENDAR **DEPT.:** PUBLIC WORKS

ITEM NO.: 8.10 **PREPARER:** STEVE STANTON

SUBJECT: CONSIDER AUTHORIZING A \$46,625.13 APPROPRIATION FROM THE UTILITY UNDERGROUND FUND FOR CONSTRUCTION COSTS ASSOCIATED WITH THE UNDERGROUNDING OF OVERHEAD UTILITIES LOCATED WITHIN THE 8800-8900 BLOCK OF CENTRAL AVENUE

REASON FOR CONSIDERATION: Appropriations of funds not allocated in the approved Budget for the current fiscal year require City Council approval.

BACKGROUND: On August 20, 2018, the City Council authorized the filing of a Notice of Completion for the Central Avenue Utility Underground Project. In addition to the \$456,885.96 construction-related costs for completion of the project, the City also paid Southern California Edison \$417,705 and Frontier Communications \$64,210 for design and construction fees.

Following the completion of the project in August 2018, staff received an invoice from Frontier Communication on July 16, 2019, stating that their work came in over budget and the City was responsible to pay an additional \$46,625.13. In an agreement between the City and Frontier Communications, it was agreed upon that unforeseen charges could be billed to the City if the project expenses came in higher than expected.

FISCAL IMPACT: Funds would be appropriated from the Utility Underground Fund to cover the \$46,625.13 shortfall.

RECOMMENDATION: Staff recommends that the City Council authorize a

\$46,625.13 appropriation of from the Utility Underground Fund for construction costs associated with the undergrounding of overhead utilities located within the 8800-8900 block of Central Avenue.



AGENDA REPORT

DATE: 2019-12-16 **FILE ID:** 28
SECTION: CONSENT CALENDAR **DEPT.:** PUBLIC WORKS
ITEM NO.: 8.11 **PREPARER:** STEVE STANTON

SUBJECT: CONSIDER AUTHORIZING A \$42,004.77 APPROPRIATION FROM BOND PROCEEDS FOR CONSTRUCTION OF THE COUNCIL CHAMBER REMODEL PROJECT

CONSIDER APPROVAL OF THE FILING OF A NOTICE OF COMPLETION OF CONTRACT WITH R DEPENDABLE CONSTRUCTION, INC., FOR THE COUNCIL CHAMBER REMODEL PROJECT WITH THE SAN BERNARDINO COUNTY RECORDER

CONSIDER AUTHORIZING RELEASE OF RETENTION OF PAYMENT BOND 30 DAYS AFTER RECORDATION OF NOTICE OF COMPLETION

REASON FOR CONSIDERATION: State law requires Notices of Completion to be recorded with the County Recorder upon acceptance of a completed Public Works project. The City Council is requested to consider approval of the filing of a Notice of Completion with the San Bernardino County Recorder and related actions concerning the Council Chamber Remodel Project.

BACKGROUND: On January 22, 2019, R Dependable Construction, Inc. was awarded a construction contract for the Council Chamber Remodel Project and entered into Agreement No. 19-05 with the City. The remodel project included new seating, new carpet, new lighting, new doors, and fresh paint.

R Dependable Construction, Inc. was awarded a construction contract for \$287,000 and the City Council authorized a construction contingency of \$30,000, bringing the total award authority to \$317,000. During the course of construction, the contractor was directed to expand the scope of work to incorporate additional expenses that resulted from American with Disabilities Act (ADA) flooring, additional painting in the City Hall lobby, the replacement of the Council Chamber windows, conference room windows, and framing and electrical for three large screen monitors. In total, there were nine change orders totaling

\$72,004.77.

FISCAL IMPACT: With a total award authority of \$317,000 and an overall construction cost of \$359,004.77, the project has a shortfall of \$42,004.77. It is recommended that the City Council consider an additional appropriation of \$42,004.77 from Bond Proceeds.

RECOMMENDATION:

Staff recommends that the City Council take the following actions related to the Council Chamber Remodel Project:

1. Authorize a \$42,004.77 appropriation from Bond Proceeds for construction of the Council Chamber Remodel Project.
2. Approve the filing of a Notice of Completion of contract with R Dependable Construction, Inc., for the Council Chamber Remodel Project with the Office of the San Bernardino County Recorder.
3. Authorize release of retention of payment bond 30 days after recordation of Notice of Completion.



AGENDA REPORT

DATE: 2019-12-16 **FILE ID:** 39
SECTION: CONSENT CALENDAR **DEPT.:** PUBLIC WORKS
ITEM NO.: 8.12 **PREPARER:** SAMANTHA CONTRERAS
SUBJECT: CONSIDER APPROVAL OF PARCEL MERGER NO. 2019-4 AND LOT
LINE ADJUSTMENT NO 2019-5 FOR FOUR PARCELS ADDRESSED
AS 9625, 9635, 9645, AND 9655 MONTE VISTA AVENUE

REASON FOR CONSIDERATION: Parcel mergers are permitted under the Subdivision Map Act and the Montclair Municipal Code, subject to approval from the City Council.

BACKGROUND:

Chendu Holdings, LLC has expressed their wish to merge and adjust a lot line at the referenced parcels for the purpose of redevelopment. Such a merger is permitted under both the Subdivision Map Act and the City’s Municipal Code. A parcel merger and lot line application have been submitted and approved by staff. The properties in question are generally identified as 9625, 9635, 9645, and 9655 Monte Vista Avenue.

The proposed project is a two-phased development of a Senior Assisted Living and Memory Care facility on a 3.98 acre site. The attached parcel merger and lot line adjustments will allow for the development of phase I. During Phase 1, the remaining buildings at 9635 and 9655 Monte Vista Avenue will be repainted to complement the new color scheme of the new main building. The rear building, 9655 Monte Vista Avenue, will not be demolished in either phase and is designed to retain its medical offices/uses throughout the life of the project. During phase 2 an additional lot merger will be processed, merging the development into one single lot. The senior assisted living component provides an alternate safe and healthy living option for the senior population while also providing personal care for residents who cannot take care of themselves.

FISCAL IMPACT: The merger of these parcels would have no fiscal impact to the

City's General Fund.

RECOMMENDATION: Staff recommends that the City Council approve Parcel Merger No. 2019-4 and Lot Line Adjustment No. 2019-5 for four parcels addressed as 9625, 9635, 9645, and 9655 Monte Vista Avenue.

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

CITY OF MONTCLAIR
CITY ENGINEER
P. O. BOX 2308
MONTCLAIR, CA 91763

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CERTIFICATE OF PARCEL MERGER NO. 2019 - 4

RECORD OWNERS	EXISTING PARCELS ASSESSOR PARCEL NUMBERS
Chengdu Holdings, LLC	9625 Monte Vista Avenue, Montclair, CA 91763 1008-651-09
Chengdu Holdings, LLC	9645 Monte Vista Avenue, Montclair, CA 91763 1008-651-11

**LEGAL DESCRIPTION OF MERGED PARCEL
SEE EXHIBIT "A" (PLAT)
AND EXHIBIT "B" (LEGAL DESCRIPTION)**

CERTIFICATE OF PARCEL MERGER NO. _____ - _____ WAS APPROVED
BY THE MONTCLAIR CITY COUNCIL

ON: _____

BY: _____

TITLE: _____

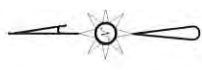
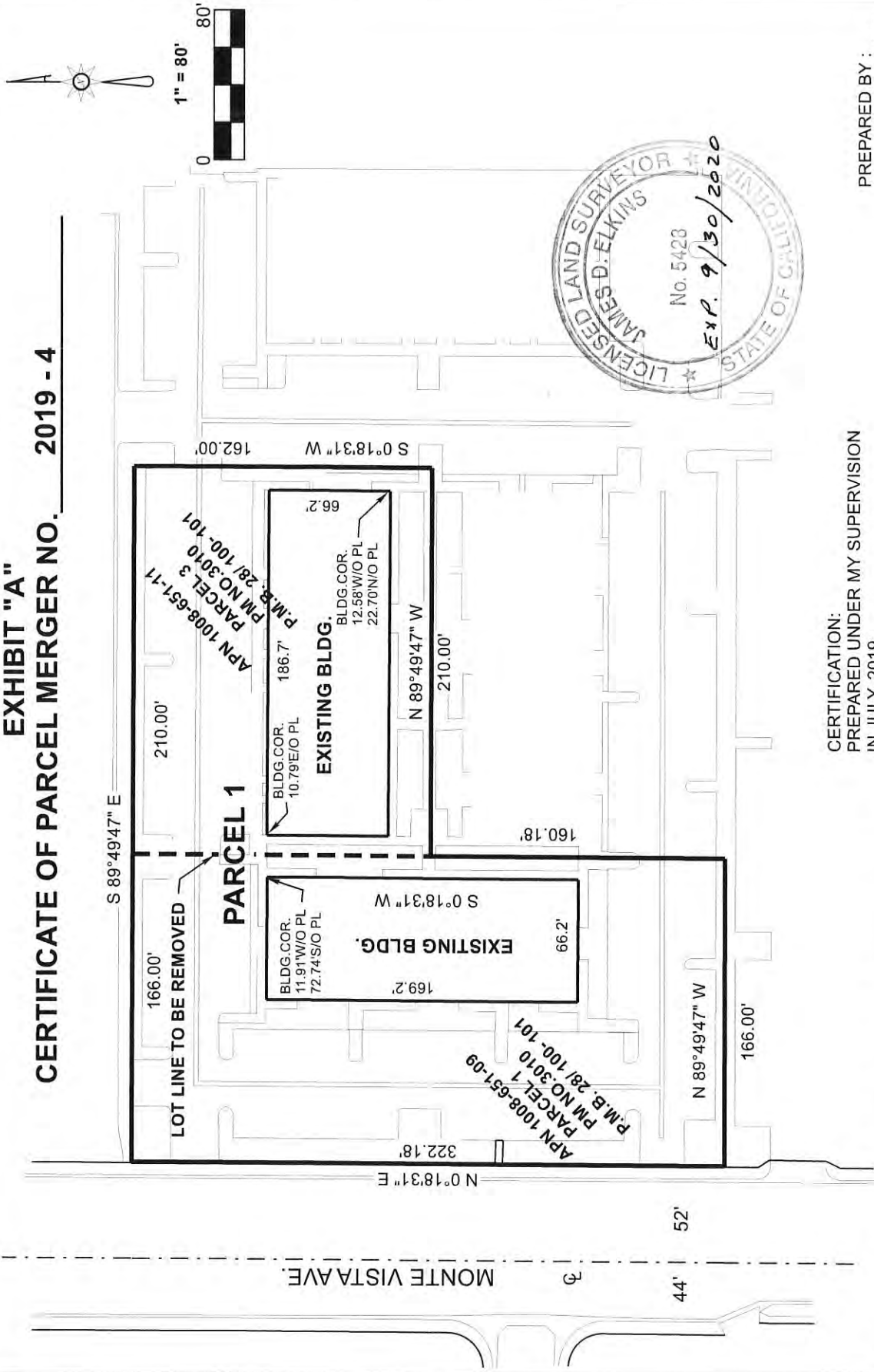
DATE: _____



(Engineer's stamp)

(Surveyor stamp)

EXHIBIT "A"
CERTIFICATE OF PARCEL MERGER NO. 2019 - 4



CERTIFICATION:
 PREPARED UNDER MY SUPERVISION
 IN JULY, 2019.

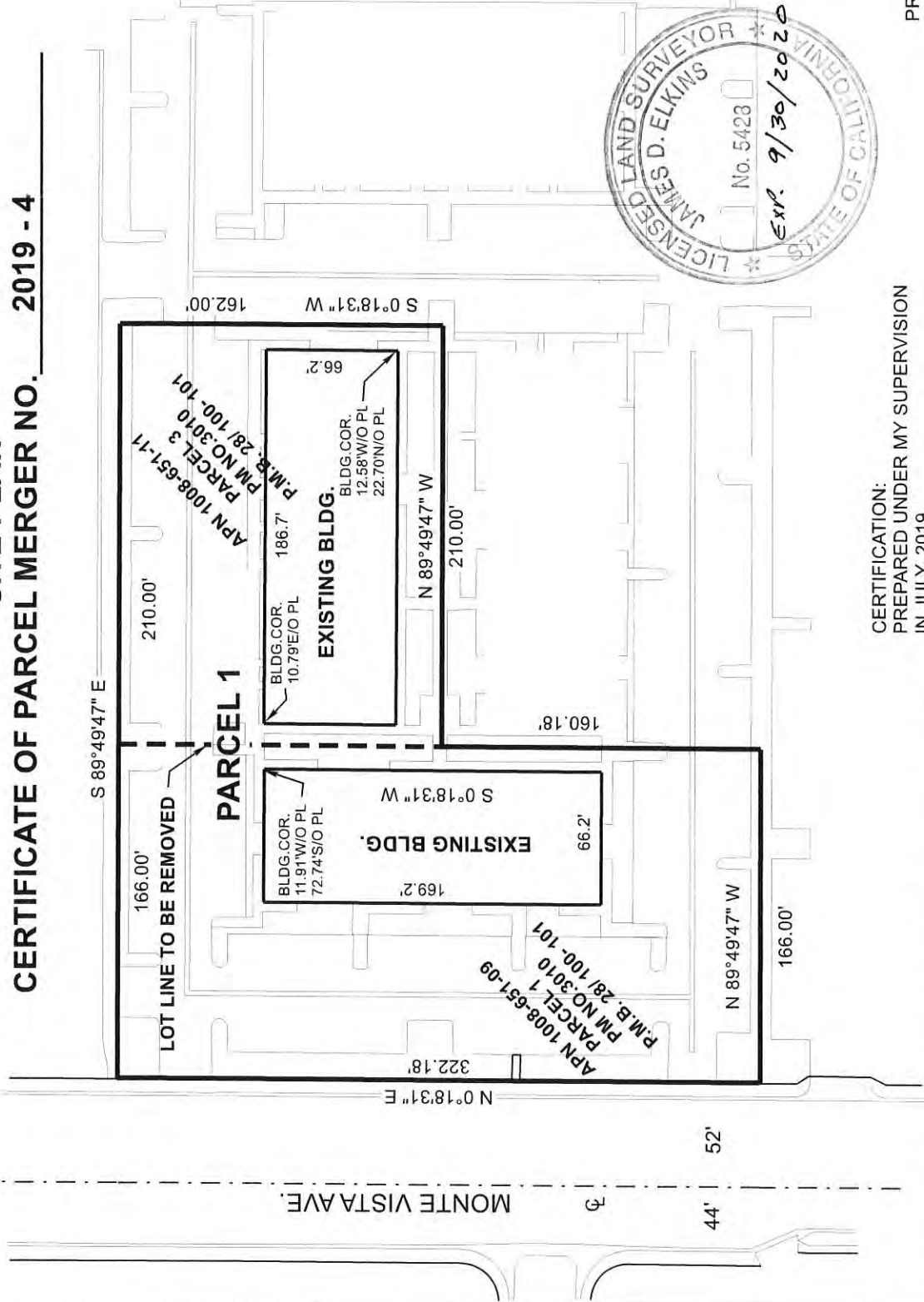
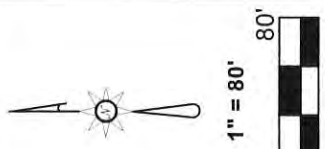
James D. Elkins
 JAMES ELKINS, L.S. 5428
 JULY 31, 2019

PREPARED BY :
 ELKINS SURVEYING
 4391 BANDINI AVE.
 RIVERSIDE, CA. 92506
 909 613 9164
 elksurvey@aol.com

PARCEL 1 : XIAO BING WU REVOCABLE TRUST : 9625 MONTE VISTA AVE.
 : 1008-651-09 : AREA= 53,481.83 SQ.FT.= 1.228 AC.
 PARCEL 2 : XIAO BING WU REVOCABLE TRUST : 9645 MONTE VISTA AVE.
 : 1008-651-11 : AREA= 34,019.96 SQ.FT.= 0.781 AC.

CERTIFICATE OF PARCEL MERGER NO. 2019 - 4

SITE PLAN



CERTIFICATION:
PREPARED UNDER MY SUPERVISION
IN JULY, 2019.

James D. Elkins
JAMES ELKINS, L.S. 5428
JULY 31, 2019

PREPARED BY:
ELKINS SURVEYING
4391 BANDINI AVE.
RIVERSIDE, CA. 92506
909 613 9164
elksurvey@aol.com

PARCEL 1 : XIAO BING WU REVOCABLE TRUST : 9625 MONTE VISTA AVE.
: 1008-651-09 : AREA= 53,481.83 SQ.FT.= 1.228 AC.
PARCEL 2 : XIAO BING WU REVOCABLE TRUST : 9645 MONTE VISTA AVE.
: 1008-651-11 : AREA= 34,019.96 SQ.FT.= 0.781 AC.

EXHIBIT "B"
EXISTING LEGAL DESCRIPTION

PARCEL 1:

PARCEL 1 OF PARCEL MAP NO.3010, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 28, PAGES 100 THROUGH 101 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

AREA= 53,481.83 SQ. FT. = 1.228 AC.

APN : 1008-651-09

PARCEL 3:

PARCEL 3 OF PARCEL MAP NO.3010, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 28, PAGES 100 THROUGH 101 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

AREA = 34,019.96 SQ. FT. = 0.781 AC.

APN : 1008-651-11

EXHIBIT "B"
PROPOSED LEGAL DESCRIPTION

PARCEL 1:

PARCELS 1 AND 3 OF PARCEL MAP NO.3010, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 28, PAGES 100 THROUGH 101 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

AREA= 87,501.79 SQ. FT. = 2.009 AC.



CERTIFICATION:
PREPARED UNDER MY SUPERVISION
IN JULY, 2019.

JAMES ELKINS, L.S.5428
JULY 31, 2019

PREPARED BY :
ELKINS SURVEYING
4391 BANDINI AVE.
RIVERSIDE, CA.92506
951 789 4952
elksurvey@aol.com

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

CITY OF MONTCLAIR
CITY ENGINEER
P. O. BOX 2308
MONTCLAIR, CA 91763

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**ENGINEERING DIVISION
City of Montclair, County of San Bernardino, State of California
CERTIFICATE APPROVING LOT LINE ADJUSTMENT NO. 2019 - 5
OWNERS' CERTIFICATE**

WE HEREBY CERTIFY that we are all and the only parties having any record title interest in the property as described in the attached drawing (Exhibit A) and attached description (Exhibit B) and we consent to the preparation and recordation of this certificate and the attached drawing and description.

By: Yanbo Wang _____

Pursuant to Section 66412 (d) of the Government Code of the State of California, the following described property has been reviewed for a lot line adjustment by the City of Montclair, and has been approved by the City of Montclair.

Dated: _____
City Engineer – Montclair, CA (Engineer's stamp)

ACKNOWLEDGMENT

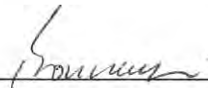
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
) ss.
COUNTY OF Los Angeles)

On Dec 2, 19, 2019 before me, Bonnie Young, notary ^{Public} personally appeared Yanbo Liao, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand

Signature: 

My Commission expires: Mar 10, 2023

My Commission No. 2280252

My Principle Place of Business is in Los Angeles County



EXHIBIT A

LEGAL DESCRIPTION OF THE EXISTING PARCELS

PARCEL 1 – EXISTING LEGAL DESCRIPTION:

REAL PROPERTY IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, DESCRIBED AS FOLLOWS:

PARCEL 1 LOT MERGER NO. 2019 - 4 IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1, THE TRUE POINT OF BEGINNING; THENCE NORTH 0°18'31" EAST, ALONG THE WESTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 322.18 FEET TO THE NORTHWEST CORNER OF PARCEL 1; THENCE SOUTH 89°49'47" EAST, ALONG THE NORTHERLY LINES OF SAID PARCELS 1 AND 3, A DISTANCE OF 376.00 FEET TO THE NORTHEAST CORNER OF PARCEL 3; THENCE SOUTH 0°18'31" WEST, ALONG THE EASTERLY LINE OF PARCEL 3, A DISTANCE OF 162.00 FEET TO THE SOUTHEAST CORNER OF PARCEL 3; THENCE NORTH 89°49'47" WEST, ALONG THE SOUTHERLY LINE OF PARCEL 3, A DISTANCE OF 210.00 FEET TO THE SOUTHWEST CORNER OF PARCEL 3; THENCE SOUTH 0°18'31" WEST, ALONG THE EASTERLY LINE OF PARCEL 1, A DISTANCE OF 160.18 FEET TO THE SOUTHEAST CORNER OF PARCEL 1; THENCE NORTH 89°49'47" WEST, ALONG THE SOUTHERLY LINE OF PARCEL 1, A DISTANCE OF 166.00 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 87501.87 SQUARE FEET OR 2.009 ACRES.

A.P.N.

PARCEL 2 – EXISTING LEGAL DESCRIPTION:

REAL PROPERTY IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARCEL MAP NO. 3010 IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 28, PAGES 100 THROUGH 101, INCLUSIVE OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 2, THE TRUE POINT OF BEGINNING; THENCE NORTH 0°18'31" EAST, ALONG THE WESTERLY LINE OF SAID PARCEL 2, A DISTANCE OF 160.18 FEET TO THE NORTHWEST CORNER OF PARCEL 2; THENCE SOUTH 89°49'47" EAST, ALONG THE NORTHERLY LINE OF SAID PARCEL 2, A DISTANCE OF 210.00 FEET TO THE NORTHEAST CORNER OF PARCEL 2; THENCE SOUTH 0°18'31" WEST, ALONG THE EASTERLY LINE OF PARCEL 2, A DISTANCE OF 160.18 FEET TO

THE SOUTHEAST CORNER OF PARCEL 2; THENCE NORTH 89°49'47" WEST, ALONG THE SOUTHERLY LINE OF PARCEL 2, A DISTANCE OF 210.00 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 33637.76 SQUARE FEET OR 0.772 ACRES.

A.P.N. 1008-651-10

PARCEL 3 – EXISTING LEGAL DESCRIPTION:

REAL PROPERTY IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, DESCRIBED AS FOLLOWS:

PARCEL 4 OF PARCEL MAP NO. 3010 IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 28, PAGES 100 THROUGH 101, INCLUSIVE OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 4, THE TRUE POINT OF BEGINNING; THENCE NORTH 0°18'31" EAST, ALONG THE WESTERLY LINE OF SAID PARCEL 4, A DISTANCE OF 322.18 FEET TO THE NORTHWEST CORNER OF PARCEL 4; THENCE SOUTH 89°49'47" EAST, ALONG THE NORTHERLY LINE OF SAID PARCEL 4, A DISTANCE OF 162.93 FEET TO THE NORTHEAST CORNER OF PARCEL 4; THENCE SOUTH 0°04'52" WEST, ALONG THE EASTERLY LINE OF PARCEL 4, A DISTANCE OF 322.18 FEET TO THE SOUTHEAST CORNER OF PARCEL 4; THENCE NORTH 89°49'47" WEST, ALONG THE SOUTHERLY LINE OF PARCEL 4, A DISTANCE OF 164.21 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 52698.95 SQUARE FEET OR 1.210 ACRES.

A.P.N. 1008-651-12



PREPARED BY:
ELKINS SURVEYING
4391 BANDINI AVE.
RIVERSIDE, CA 92506
elksurvey@AOL.com

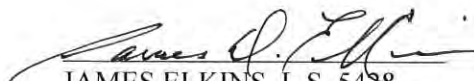

JAMES ELKINS, L.S. 5428
Date: November 11, 2019

EXHIBIT A

LEGAL DESCRIPTION OF THE NEW LOTS

PARCEL 1 – NEW LEGAL DESCRIPTION:

REAL PROPERTY IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, DESCRIBED AS FOLLOWS:

PARCELS 1 AND 3 OF PARCEL MAP NO. 3010, TOGETHER WITH A PORTION OF PARCELS 2 AND 4, AS SHOWN IN BOOK 28, PAGES 100 THROUGH 101, INCLUSIVE OF PARCEL MAPS IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1, THENCE NORTH 0°18'31" EAST, ALONG THE WESTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 322.18 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE SOUTH 89°49'47" EAST, ALONG THE NORTHERLY LINE OF SAID PARCELS 1, 3 AND 4, A DISTANCE OF 403.90 FEET; THENCE SOUTH 0°10'14" WEST, A DISTANCE OF 177.24 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 233.22 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 144.25 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL 2 OF PARCEL MAP NO. 3010; THENCE NORTH 89°49'47" WEST, ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, A DISTANCE OF 171.89 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 96563.54 SQUARE FEET OR 2.217 ACRES.

A.P.N.

PARCEL 2 – NEW LEGAL DESCRIPTION:

REAL PROPERTY IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCELS 2 AND 4 OF PARCEL MAP NO. 3010, AS SHOWN IN BOOK 28, PAGES 100 THROUGH 101, INCLUSIVE OF PARCEL MAPS IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1, THENCE SOUTH 89°49'47" EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, A DISTANCE OF 171.89 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0°00'00" EAST, A DISTANCE OF 144.25 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 233.22 FEET; THENCE SOUTH 00°10'14" WEST, A DISTANCE OF 144.94 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL 4 OF PARCEL MAP 3010; THENCE NORTH 89°49'47" WEST, ALONG THE SOUTHERLY LINE OF PARCELS 2 AND 4, A DISTANCE OF 232.79 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 33691.14 SQUARE FEET OR 0.773 ACRES.

PARCEL 3 – NEW LEGAL DESCRIPTION:

REAL PROPERTY IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 4 OF PARCEL MAP NO. 3010 IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 28, PAGES 100 THROUGH 101, INCLUSIVE OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 4, THE TRUE POINT OF BEGINNING; THENCE NORTH 0°04'52" EAST, ALONG THE EASTERLY LINE OF SAID PARCEL 4, A DISTANCE OF 322.18 FEET TO THE NORTHEAST CORNER OF PARCEL 4; THENCE NORTH 89°49'47" WEST, ALONG THE NORTHERLY LINE OF SAID PARCEL 4, A DISTANCE OF 135.03 FEET; THENCE SOUTH 0°10'14" WEST, A DISTANCE OF 322.18 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL 4; THENCE SOUTH 89°49'47" EAST, ALONG THE SOUTHERLY LINE OF PARCEL 4, A DISTANCE OF 135.53 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 43585.14 SQUARE FEET OR 1.001 ACRES.



PREPARED BY:
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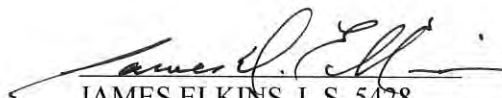
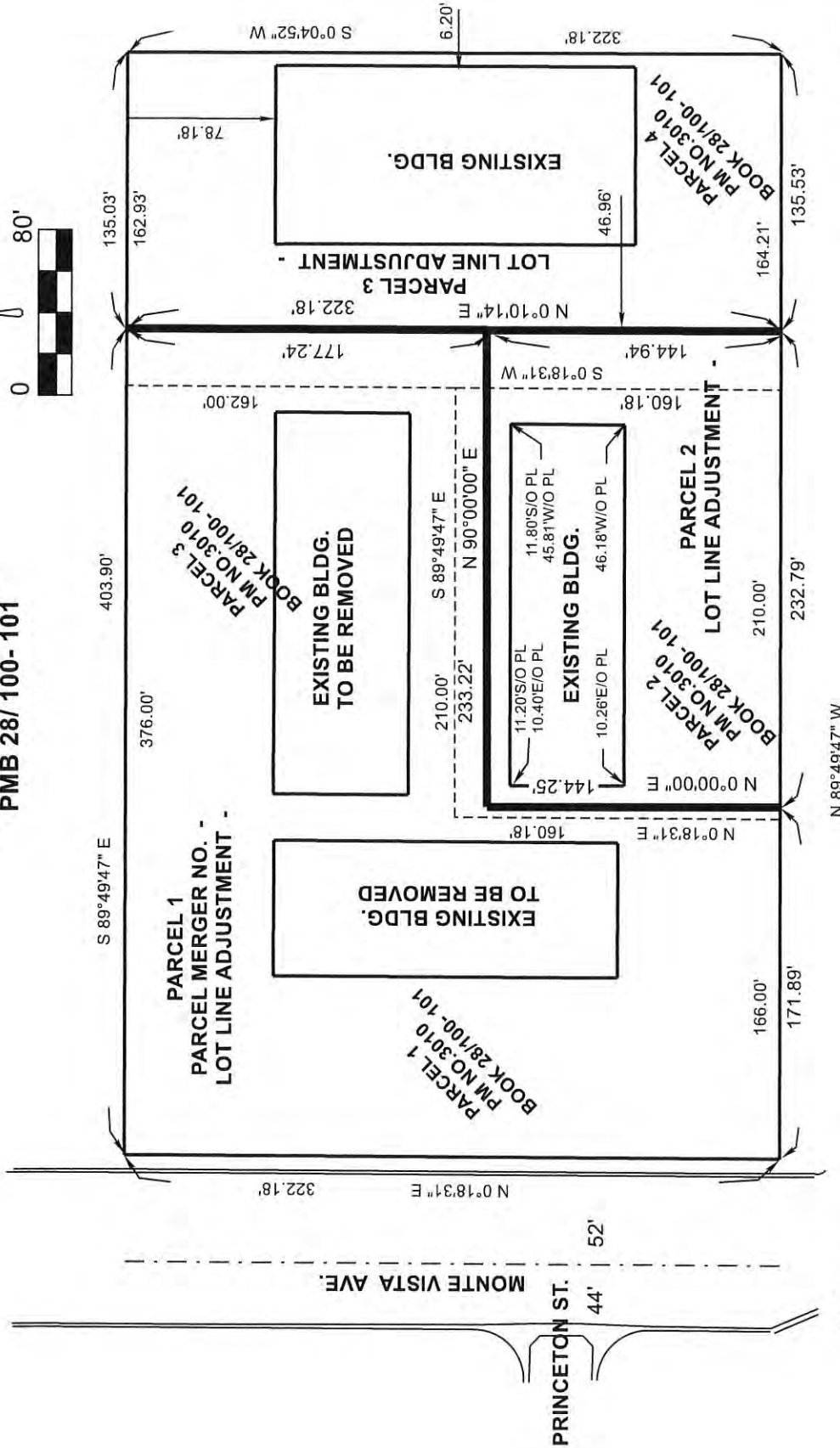
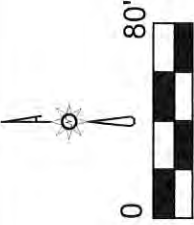

JAMES ELKINS, L.S. 5428
Date: November 11, 2019

EXHIBIT "B"
LOT LINE ADJUSTMENT
PARCEL MAP NO.3010
PMB 28/ 100- 101



LEGEND:
 NEW LOT LINE
 LOT LINE TO BE REMOVED
 EXISTING LOT LINE TO REMAIN

JAMES ELKINS, L.S.5428
 DATE: NOVEMBER 11, 2019
 ELKINS SURVEYING
 4391 BANDINI AVE.
 RIVERSIDE, CA. 92506
 951 789 4952
 elksurvey@AOL.COM



AGENDA REPORT

DATE: 2019-12-16

FILE ID: 29

SECTION: CONSENT CALENDAR

DEPT.: POLICE

ITEM NO.: 8.13

PREPARER: MARCI BUTLER

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 19-104 WITH GRAFFITI TRACKER INC. FOR CONTINUED USE OF ITS DATABASE TO TRACK AND ANALYZE GRAFFITI

CONSIDER AUTHORIZING A \$3,300 APPROPRIATION FROM THE PROP 30/AB109 FUND TO PAY THE COSTS ASSOCIATED WITH AGREEMENT NO. 19-104

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 19-104 with Graffiti Tracker Inc. for continued use of its database to track and analyze graffiti.

Proposed Agreement No. 19-104 has been approved by the City Attorney and is attached for the City Council's review and consideration.

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

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

installation or restrictions on the number of system users.

FISCAL IMPACT: If authorized by the City Council, funding for Agreement No. 19-104 would result in an appropriation and expenditure from Prop 30/AB109 Fund (1141) in the amount of \$3,300.

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

1. Approve Agreement No. 19-104 with Graffiti Tracker Inc. for continued use of its database to track and analyze graffiti.
2. Authorize a \$3,300 appropriation from the Prop 30/AB109 Fund to pay the costs associated with Agreement No. 19-104.

PROFESSIONAL SERVICES AGREEMENT

(City of Montclair and Graffiti Tracker Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT is made as of January 1, 2020 by and between the City of Montclair, (“Agency”), and Graffiti Tracker Inc. (“Contractor”).

RECITALS

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

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

1. Contractor’s Services.

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

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

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

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

14. Termination.

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

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

Agency:

City of Montclair
4870 Arrow Highway
Montclair, CA 91763

Contractor:

Graffiti Tracker Inc.
2916 S 132nd St #311
Omaha, NE 68144

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

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

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

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

“Agency”

ATTEST:

City of Montclair

By: _____
Deputy City Clerk

By: _____
Mayor

“Contractor”

By: _____
Timothy M. Kephart, Pres.

EXHIBIT A

SCOPE OF SERVICES

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

Responsibilities

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

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

EXHIBIT B

SCHEDULE OF FEES

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

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

The total contract amount for the twelve-month time period commencing January 1, 2020 and ending December 31, 2020 will be an amount not to exceed \$3,300.00 based on the average number of incidents analyzed not to exceed 300 per month.

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

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



AGENDA REPORT

DATE: 2019-12-16 **FILE ID:** 25

SECTION: CONSENT CALENDAR **DEPT.:** CITY MANAGER

ITEM NO.: 8.14 **PREPARER:** MARILYN STAATS

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 19-105, THE THIRD AMENDMENT TO AGREEMENT NO. 98-50 WITH STC ONE LLC, A COMMUNICATIONS SITE GROUND LEASE REGARDING MACARTHUR PARK

REASON FOR CONSIDERATION: STC One LLC currently leases land at MacArthur Park for a monopine cellular antenna. The proposed I-10 Corridor Express Lane Project will require the removal of the existing cellular antenna facility. STC One LLC. is requesting to relocate the cellular facility within MacArthur Park approximately 30 feet south and 40 feet east of the area where the cellular facility now exists. On December 9, 2019, the Planning Commission approved a Conditional Use Permit and Precise Plan of Design replacing the existing monopine with a new monopine antenna within MacArthur Park pending City Council approval of an amendment to STC One LLC's original land lease.

Proposed Agreement No. 19-105 would provide for the lease of property at MacArthur Park to STC One LLC under the same terms as the previously negotiated lease and subsequent two amendments. A copy of proposed Agreement No. 19-105 is attached for consideration of the City Council. In addition, Agreement Nos. 19-07 (Second Amendment), 11-17 (First Amendment), and 98-50 (Original Agreement) have been included in the agenda packet for the City Council's reference.

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

extensions, runs until 2043.

The City Council approved Agreement No. 19-07 on February 5, 2019 allowing for lease of approximately 216 square feet of land adjacent to the Mac Arthur Park cellular tower for location of an equipment pad. The pad was to be used in conjunction with the co-location of Verizon as user on the monopine antenna. The equipment pad was to be located adjacent to the existing monopine antenna and would be enclosed with wrought iron fencing complementary to the existing fencing enclosing the monopine antenna. The equipment pad was not constructed pending relocation of the monopine antenna to a new location.

Proposed Agreement No. 19-105 would authorize and allow STC One LLC to relocate the cellular facility, including the 216 square feet leased pursuant to Agreement No. 19-07, under the same terms and conditions as the previously negotiated lease and two amendments.

Consideration of Agreement No. 19-105 at this time would allow STC One LLC to begin relocation of the cellular facility in advance of freeway widening construction and potentially prevent service disruptions to users of cellular services dependent of the MacArthur Park facility.

FISCAL IMPACT: The approval of Agreement No. 19-105 would allow for the continuation of lease payments from STC One LLC to the City. Currently, the City receives \$2,738.90 per month for lease of the cellular site. With the construction of the cellular equipment pad for Verizon, the City would receive an additional \$1,450 per month. The total monthly lease payment would then increase to \$4,188.90. An annual interest rate adjustment of four percent (4%) per annum would apply to the total monthly lease amount. Relocation costs related to reconstruction of the cellular facility would largely be borne by the San Bernardino County Transportation Authority because replacement of the cellular facility would be subject to provisions of the Uniform Relocation Assistance and Real Property Acquisition Act (1970).

Should the City Council decline to approve Agreement No 19-105, STC One LLC would need to pursue finding another location for its cellular facility.

RECOMMENDATION:

Staff recommends the City Council approve Agreement No. 19-105, the Third Amendment to Agreement No. 98-50 with STC One LLC, a Communications Site Ground Lease regarding MacArthur Park.

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

THIS THIRD AMENDMENT TO COMMUNICATIONS SITE GROUND LEASE AGREEMENT (the “Third Amendment”) is made effective this ____ day of _____, 2019 (“Effective Date”), by and between the CITY OF MONTCLAIR, a municipal corporation (hereinafter referred to as “Lessor”) and STC ONE LLC, a Delaware limited liability company, by and through its Attorney In Fact, Global Signal Acquisitions III LLC, a Delaware limited liability company (hereinafter referred to as “Lessee”).

RECITALS

WHEREAS, Lessor and Cox PCS Assets, L.L.C., a Delaware limited liability company (“Original Lessee”) entered into a Communications Site Ground Lease Agreement dated September 8, 1998, a memorandum of which was recorded in the official records of San Bernardino County, California (“Official Records”) on October 9, 1998 at Instrument No. 19980432357 (the “Original Lease”) whereby Original Lessee leased certain real property, together with access and utility easements, located in San Bernardino County, California from Lessor (the “Premises”), all located within certain real property owned by Lessor (“Lessor’s Property”); and

WHEREAS, the Original Lease was amended by that certain First Amendment to Communications Site Ground Lease Agreement dated April 19, 2011 (“First Amendment”), and by that certain Second Amendment to Communications Site Ground Lease Agreement dated February 5, 2019 (“Second Amendment”) (hereinafter the Original Lease and subsequent amendments are collectively referred to as the “Lease”); and

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

WHEREAS, the Lease had an initial term that commenced on November 1, 1998 and expired on October 31, 2008. The Lease, as amended, provides for seven (7) extensions of five (5) years each, three (3) of which were exercised by Lessee. According to the Lease, the final extension expires on October 31, 2043; and

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

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

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

2. Premises. As a result of a freeway expansion, the existing Premises can no longer be used for the purposes set forth in the Lease. Lessor and Lessee acknowledge that Lessee has agreed to relocate the Premises in lieu of condemnation of the Premises. The new Premises is more particularly described on Exhibit A attached hereto, and is shown on the site plan attached hereto as Exhibit B. All references to the existing Premises in the Original Lease and First Amendment will be deemed references to the new Premises described on Exhibit A and shown on Exhibit B. The description of the Premises attached to this Third Amendment replaces and supersedes the description of the Premises under the Original Lease and First Amendment.

3. Ratification.

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

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

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

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

4. Counterparts. This Third Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

5. Remainder of Lease Unaffected. In all other respects, the remainder of the Lease shall remain in full force and effect. Any portion of the Lease that is inconsistent with this Third Amendment is hereby amended to be consistent.

6. Recordation. Lessee, at its cost and expense, shall have the right to record a memorandum of this Third Amendment in the Official Records at any time following the execution of this Third Amendment by all parties hereto.

[Signature pages follow]

Lessor and Lessee have caused this Third Amendment to be duly executed on the day and year first written above.

LESSOR:
CITY OF MONTCLAIR, a municipal
corporation

By: _____

Print Name: _____

Title: _____

ATTEST

By: _____

Print Name: _____

Title: _____

[Lessee Execution Page Follows]

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

LESSEE:

STC ONE LLC, a Delaware limited liability company

By: Global Signal Acquisitions III LLC, a Delaware limited liability company

Its: Attorney In Fact

By: _____

Print Name: _____

Title: _____

EXHIBIT A-1

831178
MacArthur Park

Tower Lease Area

Being a portion of Lots 9 and 10 of plat entitled "Map of Sycamore Water Development Company's Addition to Ontario", recorded in Book 11 of Maps, at Page 24, County of San Bernardino records, State of California, said portion being more particularly described as follows:

COMMENCING at the Northwest corner of Lot 18 as shown on map of Tract No. 5201, recorded in Book 84 of Maps, Pages 27 and 28, records of said County, thence South 00°23'33" East (shown on said map as N00°25'48"W) along the West line of said Lot 18, a distance of 128.84 feet, thence leaving said the West line of said Lot 18, South 89°36'27" West, a distance of 183.78 feet to the POINT OF BEGINNING;

- Course 1) Thence South 61°00'00" West, a distance of 44.50 feet to Point A;
- Course 2) Thence continuing South 61°00'00" West, a distance of 7.50 feet;
- Course 2) Thence North 29°00'00" West, a distance of 12.00 feet;
- Course 3) Thence North 61°00'00" East, a distance of 52.00 feet;
- Course 4) Thence South 29°00'00" East, a distance of 12.00 feet to the POINT OF BEGINNING.

Containing 624 square feet, more or less.

The bearings shown hereon are Grid Bearings based on the California Coordinate System of 1983 (CCS83), Zone 5. All distances shown hereon are Ground Distances.

See Exhibit "B" attached hereto and made a part hereof.

Preliminary

d'Artagnan Alba 11/11/2019
L.S. 9052

EXHIBIT A-2

831178
MacArthur Park

Tower Access Easement

Being a portion of Lots 9 and 10 of plat entitled "Map of Sycamore Water Development Company's Addition to Ontario", recorded in Book 11 of Maps, at Page 24, County of San Bernardino records, State of California, said portion being more particularly described as follows:

A 15.00 foot wide strip of land, lying 7.50 feet on each side of the following described centerlines:

Strip No. 1

BEGINNING at the aforementioned Point A;

- Course 1) Thence South 29°00'00" East, a distance of 7.50 feet;
- Course 2) Thence North 61°00'00" East, a distance of 52.00 feet to Point B;
- Course 2) Thence South 29°00'00" East, a distance of 58.01 feet;
- Course 3) Thence North 89°49'13" East, a distance of 145.83 feet to the West line of Deodar Street as shown on map of Tract No. 5201, recorded in Book 84 of Maps, Pages 27 and 28, records of said County.

Strip No. 2

BEGINNING at the aforementioned Point B;

- Course 1) Thence North 29°00'00" West, a distance of 35.50 feet.

Containing 4,370 square feet, more or less.

The bearings shown hereon are Grid Bearings based on the California Coordinate System of 1983 (CCS83), Zone 5. All distances shown hereon are Ground Distances.

See Exhibit "B" attached hereto and made a part hereof.

Preliminary

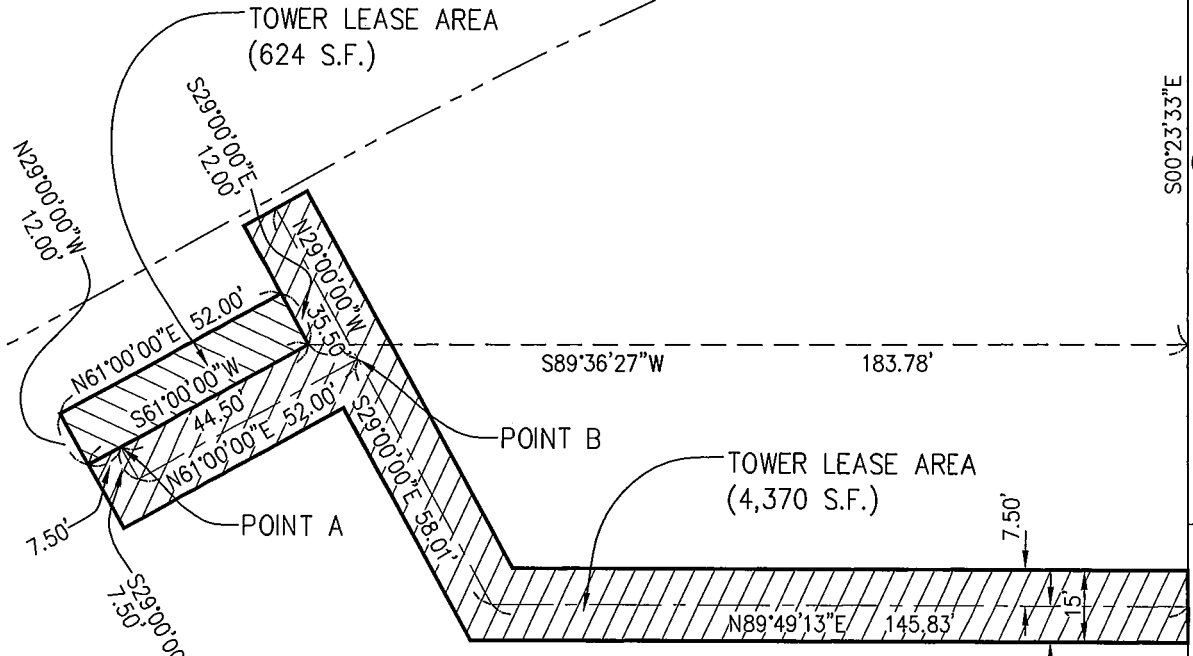
d'Artagnan Alba 11/11/2019
L.S. 9052

SAN BERNARDINO FWY.

POINT OF COMMENCING
 NW CORNER LOT 18
 TRACT 5201
 (MAP BK 84, PG 27 & 28
 S.B.C. RECORDS)

TOWER LEASE AREA
 (624 S.F.)

LOT 18
 TRACT 5201
 (MAP BK 84, PG 27 & 28
 S.B.C. RECORDS)



SCALE: 1" = 40'

NOTE:
 THE BEARINGS SHOWN HEREON ARE GRID BEARINGS
 BASED ON THE CALIFORNIA COORDINATE SYSTEM OF
 1983 (CCS83), ZONE 5. ALL DISTANCES SHOWN
 HEREON ARE GROUND DISTANCES.

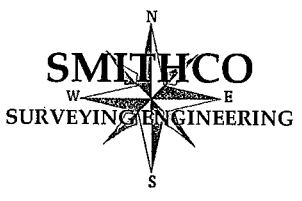


EXHIBIT B
 831178
 MACARTHUR PARK





AGENDA REPORT

DATE: 2019-12-16 **FILE ID:** 43

SECTION: CONSENT CALENDAR **DEPT.:** PUBLIC WORKS

ITEM NO.: 8.15 **PREPARER:** SAMANTHA CONTRERAS

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 19-106 WITH INLAND
EMPIRE UTILITIES AGENCY, A MUTUAL AID AGREEMENT FOR
SEWER SERVICE

REASON FOR CONSIDERATION: The current Mutual Aid Agreement in place with Inland Empire Utilities Agency (IEUA) includes the cities of Chino, Chino Hills, Fontana, Montclair, Ontario, and Upland; and the Cucamonga Valley Water District. An amendment is now being requested by IEUA to include Jurupa Community Service District as a participating party to the agreement. Contract amendments require City Council approval.

BACKGROUND: In January of 2004, IEUA and its member agencies agreed to enter into a Mutual Aid Agreement (MAA) to formalize cooperation and to share available equipment during times of need in response to sanitary sewage overflows. The intent of the MAA is to curtail the disruption of sewage disposal service. The disruption can either be caused by a natural or man-made disaster. The MAA will facilitate cooperation and reciprocal aid between IEUA and its member agencies. Additionally, it sets the terms for providing and sharing available equipment upon request to the extent practicable without compromising the provider's ability to serve its own customers.

FISCAL IMPACT: The MAA has cost recovery components in place. The party requesting assistance will reimburse the providing party all direct and indirect costs associated with the assistance.

RECOMMENDATION: Staff recommends that the City Council approve Agreement No. 19-106 with IEUA, a mutual aid agreement for sewer service.

Mutual Aid Agreement Update 2019

Contact updates only
No Content change from 2014 Amendment

**AMENDMENT UPDATE TO
MUTUAL AID AGREEMENT**

THIS AGREEMENT AMENDMENT UPDATE is by and between Inland Empire Utilities Agency, the Regional Contracting Agencies consisting of Cities of Chino, Chino Hills, Fontana, Montclair, Ontario, Upland, Cucamonga Valley Water District, and Jurupa Community Services District, henceforth referred to as "party" or "parties."

RECITALS

Whereas, Inland Empire Utilities Agency, the Regional Contracting Agencies, and Jurupa Community Services District (JCSD) are public agencies and each has certain equipment and personnel under its management and control; and

Whereas, the equipment and personnel may be available to assist each agency and JCSD in the event of a disruption which would affect the water service, sewer service or sewage treatment service provided by each agency and JCSD to its customers; and

Whereas, no party should be placed in a position of depleting unreasonably its own resources, facilities, or services in providing such mutual aid; and

Whereas, Inland Empire Utilities Agency, the Regional Contracting Agencies, and JCSD desire to cooperate in providing and sharing available equipment upon request of the other party under the terms of this Agreement.

NOW, THEREFORE, the undersigned parties hereto agree as follows:

1.
 - a. In the event of any disruption or damage to the ability of either the Inland Empire Utilities Agency, the Regional Contracting Agencies, or JCSD to continue to serve the public or its customers with water service, sewage service or sewage treatment service, the other parties, will cooperate to a maximum extent possible, as determined in its discretion, to provide mutual aid assistance as requested.
 - b. Each party's obligation hereunder shall be expressly contingent upon its manpower and equipment availability, as determined by the responding party in its sole and absolute discretion. Each party's response within the jurisdictional limits of the other party may not interfere with the responding party's responsibility or ability to respond to emergencies or other calls within its own jurisdictional area. Each party shall endeavor to notify the other party in advance when it knows that its equipment or manpower will not be available to respond within the jurisdictional limits of the other party.
2. In the context of this Agreement, "natural or man-made disaster" shall mean a situation or set of circumstances in which property damage or personal injury has occurred or is likely to occur, the occurrence of which will disrupt the services provided by the Inland Empire Utilities Agency, the Regional Contracting Agencies, and JCSD.

3.
 - a. Each party to this Agreement shall provide the name(s), address(es), telephone number(s), and title(s) of the responsible employee(s) authorized to request or respond to requests for mutual aid assistance on or before thirty (30) days have elapsed from the date of approval of this Agreement by the last party to approve this Agreement. Only employees of each respective party are eligible. No contract workers shall be assigned.
 - b. The requesting party agrees to pay as allowed by applicable law, all direct, indirect, administrative and contracted costs of assisting the requesting party incurred by the responding party as a result of providing assistance pursuant to this Agreement, based upon responding party's internal rates or charges for material, equipment, and personnel. Payment shall be made within sixty (60) days after receipt of a detailed invoice. The detailed invoice shall include personnel assigned, classification, dates and hours worked, hourly billing rate and equipment used. The requesting party shall not assume any liability for the direct payment of any salary or wages to any officer or employee of the responding party.
 - c. The party requesting assistance shall specify the type and duration of assistance required.
 - d. The party responding to the request shall designate the person responsible for the direction and supervision of the personnel and equipment provided to the requesting party, and the requesting party shall direct the disposition and utilization of personnel, equipment and materials furnished in response to such request only through the person so designated.
 - e. The personnel, equipment, and materials furnished in response to the request for mutual aid shall be released by the requesting party when no longer needed or when the responding party requires return or as required by law.
4. Should the responsible managing employees change from those listed in Section 3 above, the respective agency shall update the personnel list and provide a copy to each party hereto.
5. It is agreed by the parties hereto that protection, maintenance, and repair of their own systems and facilities will receive priority in responding to any request for mutual aid assistance.
 - a. Each party to this Agreement shall maintain in full force and effect workers compensation insurance without cost to the other party which covers the personnel involved in a response to provide mutual assistance, and therefore each party to this Agreement waives all claims against the other for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement to the extent that such liability is caused by the other party or its employees, directors commissioners, officials, officers, agents, and volunteers. Failure to provide adequate workers compensation insurance by a party shall obligate that party for any and all liabilities that may arise. Each party shall defend, indemnify and hold harmless, pursuant to Section 5 (b) below, the other party with respect to workers' compensation claims filed by their own employees.

- b. The requesting party shall hold harmless, indemnify, and defend the responding party, its elected officials, officers, agents employees, contractors, volunteers and agencies, against all liability, claims, losses, demands or actions for injury to, or death of, a person or persons, or damages to property arising out of, or alleged to arise out of or in consequence of, this Agreement, except to the extent that such liability is caused by the negligence or willful misconduct of the responding party, its elected officials, officers, agents, employees, contractors or volunteers.
 - c. The requesting party will pay for any damage to the equipment and material provided by the responding party that occurs during the requested assistance period, unless such damage is caused by the sole negligence of the responding party.
6. No provision of this Agreement and no action taken, or personnel, equipment or material furnished pursuant to any such provision shall be construed to make the officer, employee, or agent of either party to this Agreement, the officer, employee or agent of the other party to this Agreement. Furthermore, the parties shall pay all wages, salaries, and other amounts due to their own personnel in connection with any and all services under the Agreement, as well as that which may be required by law. Each party shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, benefits and workers' compensation insurance. Employees or agents of one party shall not be deemed employees of the other for any purpose.
7. This Agreement shall be effective as of the date all parties have executed the Agreement and shall continue to be in force with respect to all parties signing hereunder, unless terminated by consent of all the parties. Notwithstanding the foregoing, any party may terminate its participation in this agreement upon sixty (60) days written notice of termination to the remaining parties. Termination by any party or parties shall not affect the rights and obligations of any of the remaining parties under this agreement.
8. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

INLAND EMPIRE UTILITIES AGENCY

Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708
Attn: General Manager

CITY OF CHINO

City of Chino
P.O. Box 667
Chino, CA 91708-0667
Attn: City Manager

CITY OF CHINO HILLS

City of Chino Hills
14000 City Center Drive
Chino Hills, CA 91709
Attn: City Manager

CITY OF FONTANA

City of Fontana
16489 Orange Way
Fontana, CA 92335
Attn: City Manager

CITY OF MONTCLAIR

City of Montclair
5111 Benito Street
Montclair, CA 91763
Attn: City Manager

CITY OF ONTARIO

City of Ontario
1425 South Bon View Avenue
Ontario, California 91761
Attn: City Manager

CITY OF UPLAND

City of Upland
460 North Euclid Avenue
Upland, CA 91786
Attn: City Manager

CUCAMONGA VALLEY WATER DISTRICT

Cucamonga Valley Water District
10440 Ashford Street
Rancho Cucamonga, CA 91730
Attn: General Manager

JURUPA COMMUNITY SERVICES DISTRICT

Jurupa Community Services District
11201 Harrel Street
Jurupa Valley, CA 91752
Attn: General Manager

Any notice required to be given hereunder to either party shall be given by personal delivery or by depositing such notice in the US Mail to the address listed with first class postage pre-paid. Such notice shall be deemed made when personally delivered or when mailed. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

9. Inland Empire Utilities Agency and the Regional Contracting Agencies, and JCSD agree that the provisions of this Agreement are not intended to create or clarify any rights in third parties not a party to this Agreement. In addition, no third party shall have the right of action hereunder. This Agreement shall not be enforceable by any parties other than Inland Empire Utilities Agency, the Regional Contracting Agencies, and JCSD.
10. All privileges and immunities of Inland Empire Utilities Agency, the Regional Contracting Agencies, and JCSD provided by state or federal law shall remain in full force and effect.
11. If a party or parties commences an action against the other party or parties, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party or parties in such litigation shall be entitled to have and recover from the losing party or parties' reasonable attorney's fees and all other costs of such action.
12. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by all parties.
13. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.
14. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by either party without the prior written consent of the other.
15. This Agreement may be executed in counterparts, each of which shall constitute an original.
16. In the event that any provision or portion of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision or portion shall be severable from this Agreement. Such invalidity, legality or unenforceability shall not be construed to have any effect on the validity, legality or enforceability of the remaining provisions or portions of this Agreement.

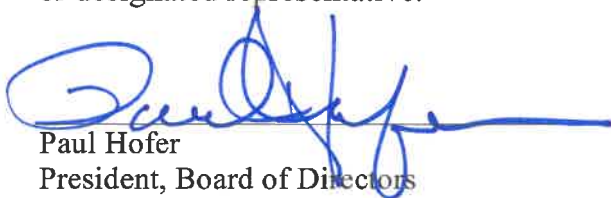
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WHEREFORE, the parties hereto have caused this Agreement to be executed in counterpart as the dates indicated.

INLAND EMPIRE UTILITIES AGENCY

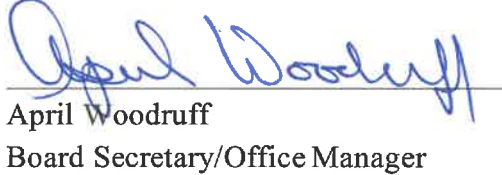
I HEREBY CERTIFY that the foregoing amendment update was duly executed pursuant to authorization by the Inland Empire Utilities Agency Board of Directors, at a regular meeting thereof held on the 19 day of June, 2019.

I HEREBY AUTHORIZE that future amendments with administrative corrections or adjustments may be approved by the Inland Empire Utilities Agency General Manager or designated representative.


Paul Hofer
President, Board of Directors

6-19-19
Date

ATTEST:


April Woodruff
Board Secretary/Office Manager

6-19-19
Date

CITY OF CHINO

I **HEREBY CERTIFY** that the foregoing amendment was duly executed pursuant to authorization by the City Council of the City of Chino, at a regular meeting thereof held on the _____ day of _____, 2019.

Matt Ballantyne
City Manager

Date

ATTEST:

Amer Jakher
Public Works Director

Date

CITY OF CHINO HILLS

I **HEREBY CERTIFY** that the foregoing agreement was duly executed pursuant to authorization by City Council of the City of Chino Hills, at a regular meeting thereof held on the _____ day of _____, 2019.

Benjamin Montgomery
City Manager

Date

ATTEST:

Nadeem Majaj
Public Works Director

Date

CITY OF FONTANA

I **HEREBY CERTIFY** that the foregoing agreement was duly executed pursuant to authorization by the City Council of the City of Fontana, at a regular meeting thereof held on _____ day of _____, 2019.

Kenneth R. Hunt
City Manager

Date

ATTEST:

Chuck Hayes
Public Works Director

Date

CITY OF MONTCLAIR

I **HEREBY CERTIFY** that the foregoing agreement was duly executed pursuant to authorization by the City Council of the City of Montclair, at a regular meeting thereof held on _____ day of _____, 2019.

Edward C. Starr
City Manager

Date

ATTEST:

Noel Castillo
Public Works Director

Date

CITY OF ONTARIO

I **HEREBY CERTIFY** that the foregoing agreement was duly executed pursuant to authorization by the City Council of the City of Ontario, at a regular meeting thereof held on _____ day of _____, 2019.

Scott Ochoa
City Manager

Date

ATTEST:

Tito Haes
Public Works Director

Date

CITY OF UPLAND

I **HEREBY CERTIFY** that the foregoing agreement was duly executed pursuant to authorization by the City Council of the City of Upland, at a regular meeting thereof held on _____ day of _____, 2019.

Debbie Stone
Mayor

Date

ATTEST:

Keri Johnson
City Clerk

Date

CUCAMONGA VALLEY WATER DISTRICT

I **HEREBY CERTIFY** that the foregoing agreement was duly executed pursuant to authorization by the Board of Directors of the Cucamonga Valley Water District at a regular meeting thereof held on _____ day of _____, 2019.

James V. Curatalo, Jr.
President, Board of Directors

Date

ATTEST:

Taya Victorino
Executive Assistant to the Board of Directors

Date

JURUPA COMMUNITY SERVICES DISTRICT

I **HEREBY CERTIFY** that the foregoing agreement was duly executed pursuant to authorization by the Board of Directors of the Jurupa Community Services District. at a regular meeting thereof held on the _____ day of _____, 2019.

Jane Anderson
President, Board of Directors

Date

ATTEST:

Julie Saba
Board Secretary

Date



AGENDA REPORT

DATE: 2019-12-16 **FILE ID:** 30

SECTION: CONSENT CALENDAR **DEPT.:** MONTCLAIR HOUSING
AUTHORITY

ITEM NO.: 8.16 **PREPARER:** MARILYN STAATS

SUBJECT: CONSIDER AUTHORIZING THE TRANSFER OF \$160,000 FROM THE
MONTCLAIR HOUSING AUTHORITY TO THE MONTCLAIR HOUSING
CORPORATION TO FURTHER COMPLIANCE WITH SECTION
SECTION 34176.1 OF THE HEALTH AND SAFETY CODE

REASON FOR CONSIDERATION: Senate Bill 341 (SB 341) became effective on January 1, 2014. The bill amended Section 34176 of the Health and Safety Code and added Section 34176.1 to the Health and Safety Code. Section 34176 revised redevelopment law related to certain expenditure requirement of Low- and Moderate-Income Housing Funds of former redevelopment agencies.

In general, Section 34176.1 limited future expenditures of administrative funds used for the monitoring and preservation of affordability covenants, directed that certain funds remaining in the Low- and Moderate-Income Housing Fund be directed to extremely low-income households, and added certain audit and reporting requirements.

The proposed transfer of \$160,000 from the Montclair Housing Authority (MHA) to the Montclair Housing Corporation (MHC) will assist in meeting compliance requirements of SB 341 related to the direction of funding to assist extremely low income households. This transfer was indicated as a recommended action in the MHA Annual Report for Fiscal Year 2018-2019 approved by the MHA Commissioners and the City Council on December 2, 2019.

BACKGROUND: As the MHA Commissioners are aware, the California Supreme Court's decision in *California Redevelopment Association et. Al. v. Matosantos* upheld AB x1 26, the Dissolution Act. The Dissolution Act caused the dissolution of all California redevelopment agencies. On January 12, 2012, the City of Montclair City Council elected to become and serve as the Successor Agency to

the City's dissolved redevelopment agency. In addition, the City Council selected the MHA to assume all housing assets and functions of the former City of Montclair Redevelopment Agency. The assets assumed by the MHA upon dissolution largely included 98 affordable housing units operated by the MHC. All of the liquid assets of the MHA after dissolution were sent to the County for redistribution to the taxing agencies as required by law.

The assets accrued by the MHA since dissolution are composed of repayments of monies loaned to Neighborhood Partnership Housing Services and to National Community Renaissance. Repayments of loans by Neighborhood Partnership Housing Services are complete and funds loaned to National Community Renaissance were made on a residual receipts basis. These loaned funds are repaid from any excess income left after payment of expenses. The MHA has not received income from loaned funds in approximately two years.

The adoption of SB 341 included a requirement for the production of housing for households in the category of "extremely low-income." Although a definition for extremely low-income households existed in law, redevelopment law did not previously contain a specific production requirement for this income category. Extremely low-income is defined as households earning 30 percent or less of the area median income, adjusted for family size. With the adoption of SB 341, the following requirement was added as Section 34176.1 (3) (A) to the Health and Safety Code:

The housing successor shall expend all funds remaining in the Low and Moderate Income Housing Asset Fund after the expenditures allowed pursuant to paragraphs (1) and (2) for the development of housing affordable to and occupied by households earning 80 percent or less of the area median income, with at least 30 percent of these remaining funds expended for the development of rental housing affordable to and occupied by households earning 30 percent or less of the area median income and no more than 20 percent of these remaining funds expended for the development of housing affordable to and occupied by households earning between 60 percent and 80 percent of the area median income.

The MHA has approximately \$164,000 in the Low- and Moderate-Income Housing Fund. As indicated, these monies are derived from repayment of loans. The MHA can not anticipate loan repayment as regular income source. With the limited funding available to meet the compliance requirements of Section 34176.1 (3) (A), it is apparent that \$164,000 will not construct new rental housing. Therefore, to meet the intent of the statute, Successor Agency Special Counsel recommends a transfer of funds to the MHC to assist in providing housing for extremely low-income households.

FISCAL IMPACT: A transfer of funds from the MHA to the MHC will have no impact on the General Fund or its revenue.

As indicated, the MHA has approximately \$164,000 in the Low- and Moderate-

Income Housing Fund. Staff would recommend the transfer of \$160,000 in this fund to the MHC for the purpose of providing rental housing opportunities to extremely low-income households as vacancies arise in MHC-managed units. As indicated, Successor Agency Special Counsel recommends the transfer of funds as a method to meet the intent of Section 34176.1 of the Health and Safety Code. Successor Agency Special Counsel noted that the MHA is in the same situation as many other former redevelopment agencies related to compliance with Section 34176.1. Like the MHA, other agencies find that funds remaining after dissolution in the Low- and Moderate-Income Housing Fund are inadequate for the purpose of meeting Section 34176.1 requirements.

Of the 98 affordable housing units owned by the MHA, 40 units contain deed restrictions limiting their tenancy to very low-income households (50 percent or less than the area median income). Currently, six households residing in the MHA-owned units are extremely low-income households (30 percent or less than the area median income). It is anticipated that the MHC would provide housing for a minimum of two additional households at the extremely low-income level with the proposed funding.

RECOMMENDATION: Staff recommends the Montclair Housing Authority Commissioners authorize the transfer of \$160,000 from the Montclair Housing Authority to the Montclair Housing Corporation to further compliance with Section 34176.1 of the Health and Safety Code.



AGENDA REPORT

DATE: 2019-12-16 **FILE ID:** 40

SECTION: CONSENT CALENDAR **DEPT.:** ADMINISTRATIVE SERVICES

ITEM NO.: 8.17 **PREPARER:** JON HAMILTON

SUBJECT: CONSIDER APPROVAL OF RESOLUTION NO. 19-3258 UPDATING RESOLUTION NO. 18-3211 PROVIDING FOR A SAFETY COMMITTEE FOR THE CITY OF MONTCLAIR

REASON FOR CONSIDERATION: The City Council is requested to consider adoption of Resolution No. 19-3258 updating previous Resolution No. 18-3211 providing for a Safety Committee for the City of Montclair.

A copy of Resolution No. 19-3258 is attached for the City Council's review and consideration.

BACKGROUND: On November 1, 1961, the City Council adopted Resolution No. 180, which formally established a Safety Committee for the City of Montclair. As organizational changes occurred, the requirements of the Safety Committee mandated an update to Resolution No. 180. On November 1, 1967, City Council adopted Resolution No. 662, which updated the Safety Committee. Resolution No. 662 remained in effect until June 1, 1981, when City Council adopted Resolution No. 81-1354. On October 1, 2018, City Council adopted Resolution No. 18-3211, which updated the Safety Committee Resolution by changing "City Administrator" to "City Manager" as well as removing "Housing and Redevelopment" as a member department. Resolution No. 18-3211 outlined the different City departments, including the Finance Department, to provide a member to the Safety Committee.

When City Council approved the Fiscal Year 2019-20 Budget, a reorganization was outlined, including the Finance Department ceasing to be its own department and, instead, becoming the Financial Services Division under the City Manager's Office. As a result, Resolution No. 19-3258 replaces "Finance Department" with "City Manager's Office" to accurately reflect the organization of the City and who should constitute the Safety Committee. There are no other substantive changes

to Resolution No. 18-3211 made by Resolution No. 19-3258.

Accordingly, Resolution No. 19-3258 will supersede Resolutions Nos. 180, 662, 81-1354, and 18-3211.

FISCAL IMPACT: The fiscal impact associated with the City Council's adoption of proposed Resolution No. 19-3258 is negligible.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 19-3258 updating Resolution No. 18-3211 providing for a Safety Committee for the City of Montclair.

RESOLUTION NO. 19-3258

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MONTCLAIR, PROVIDING FOR A SAFETY
COMMITTEE FOR THE CITY OF MONTCLAIR**

WHEREAS, the City Council and the City of Montclair has found and determined that it has been desirable to provide for a Safety Committee in the City of Montclair, as an advisory body on safety policies to the City Council, City Manager and staff, and to set forth and update the membership, terms of office, powers and duties, and purpose of such a committee;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does resolve as follows:

SECTION 1: ESTABLISHMENT OF COMMITTEE

There is hereby established an advisory committee to the City Council, City Manager and staff of the City of Montclair, to be known as the Safety Committee. The appointment of, the powers and duties, and the terms of such members shall be as hereinafter provided.

SECTION 2: PURPOSE OF COMMITTEE

The Committee's purpose shall be to identify potential hazards and recommend procedures to decrease the number of accidents involving City equipment, City property, and City employees. The Committee shall establish, implement and maintain an effective Injury and Illness Prevention Program (IIPP), which includes a system for ensuring employees comply with safe and healthy work practices and for communicating with employees on matters relating to occupational safety and health, including provisions designed to encourage employees to inform the employer of hazards at the worksite without fear of reprisal.

The Committee shall conduct or cause periodic surveys/investigations of City facilities to ensure a safe working environment is maintained. All employee accidents shall be documented and the Committee shall make a determination as to whether the accident was preventable or nonpreventable. Where appropriate, recommendations to prevent future similar accidents will be made to the City Manager.

SECTION 3: APPOINTMENT OF MEMBERS

Safety Committee members shall be each Department Head or his/her designee. Each member must be willing and capable of serving as the Department's Safety Officer overseeing and ensuring compliance with the City's Injury and Illness Prevention Program in his/her respective department. The membership shall include a representative or representatives from each of the following departments:

1. Administrative Services
2. Public Safety
3. Public Works
4. Community Development
5. City Manager's Office
6. Human Services

The City's designated Risk Manager shall also serve as a voting member of the Safety Committee. Additionally, the City Manager or his/her representative, the City's liability insurance carrier, and/or the worker's compensation administrator may be invited to be ex-officio members of the Safety Committee without the power to vote.

The Safety Committee Chairperson shall also appoint a person from his/her department to be the Committee's Secretary, who shall be responsible for the creation of the Agenda and the preparation of the Minutes. The Committee Secretary is without the power to vote.

SECTION 4: TERMS OF MEMBERS

The term for which each member shall service shall be for two (2) years with the exception of the Chairperson and Risk Manager. The Chairperson's term shall be for one (1) year and the Risk Manager shall be a permanent appointment. The terms will

begin upon appointment by the City Manager and representatives may serve consecutive terms. The representative(s) from Administrative Services, Public Safety, and Public Works shall be appointed in odd-numbered years, and the representative(s) from Community and Economic Development, City Manager's Office, and Human Services shall be appointed in even-numbered years. In the event of a vacancy, a new representative shall be appointed to finish out the term of the vacancy.

SECTION 5: ORGANIZATION OF COMMITTEE

At its first regular meeting in January of each year, the Committee shall organize itself, and select a Vice-Chairperson. The Vice-Chairperson shall be selected from a Member of the Committee. The Chairperson shall be appointed by the City Manager and shall be one of the Department Heads. The Chairperson shall rotate among the Department Heads on a twelve (12) month basis. The Vice-Chairperson and Secretary will serve twelve (12) month terms.

SECTION 6: DUTIES OF THE COMMITTEE

The Committee shall meet at least monthly, at a time and location suitable to the majority of the members. Special meetings of the Committee may be called by the Chairperson, or in the event of his/her absence, by the Vice-Chairperson, or by the Secretary of said Committee, at any time they feel an emergency deems it necessary. All minutes shall be recorded with a copy filed with the City Clerk.

The Committee shall ensure compliance with the Injury and Illness Prevention Program and provide recommendations to the City Manager regarding the implementation or modification of the IIPP.

Annually the Chairperson shall appoint a subcommittee to conduct a safety tour of all City facilities. The subcommittee will be headed by the Vice-Chairperson and shall prepare a report outlining any safety deficiencies for submittal to the Safety Committee for its recommendation as to corrective measures that should be undertaken. The report shall then be submitted to the City Manager for his/her approval and action.

BE IT FURTHER RESOLVED that Resolutions No. 180, 662, 81-1354, and 18-3211 are hereby superseded, rescinded and have no further effect. Any other resolutions pertaining to like subject matter are also hereby superseded, rescinded and have no further effect.

APPROVED AND ADOPTED this XX day of XX, 20XX.

Mayor

ATTEST:

City Clerk

I, Andrea M. Phillips, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 19-3258 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, 20XX, 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,
DECEMBER 2, 2019, AT 7:56 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 7:56 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 18, 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 November 18, 2019.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION


At 7:57 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 8:12 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 8:12 p.m., Mayor Pro Tem Raft adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager

MINUTES OF THE REGULAR MEETING OF THE PUBLIC WORKS COMMITTEE HELD ON THURSDAY, SEPTEMBER 19, 2019, AT 4:00 P.M. IN THE CITY MANAGER CONFERENCE ROOM, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

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

II. ROLL CALL

Present: Mayor Pro Tem Raft (Chair); Council Member Tenice Johnson (Alt. Committee Member); City Manager Starr; Senior Management Analyst Fuentes; Executive Director of Public Safety/Police Chief Avels; Public Works Director/City Engineer Castillo; Assistant Director of Housing/Planning Manager Caldwell; Public Works Superintendent Mendez; Facilities/Grounds Superintendent McGehee

Absent: Council Member Martinez (Committee Member) (excused); Director of Community Development Diaz

III. APPROVAL OF MINUTES

The Committee approved the minutes of the August 15, 2019 meeting.

IV. PUBLIC COMMENT — None

V. PUBLIC WORKS DEPARTMENT UPDATES/ITEMS

A. OPERATIONS

1. MAINTENANCE ACTIVITIES

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

2. ADDITIONAL ITEMS — None

B. FACILITIES AND GROUNDS

1. MAINTENANCE ACTIVITIES

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

2. ADDITIONAL ITEMS — None

C. ENGINEERING DIVISION ITEMS

1. Petition to Permanently Block and Dismiss the Permit Parking Petition for 9700 and 9800 Block of Fremont Avenue

Public Works Director/City Engineer Castillo stated that staff's recommendation is to not allow for permit parking for reasons discussed in the memo that was provided to council. The Committee concurred.

VI. POLICE DEPARTMENT UPDATE/ITEMS

Executive Director of Public Safety/Police Chief Avels stated a container has been provided for the security company at the Transcenter, so they will no longer be working out of the trailer. The guards will transition to using a three-wheeled Segway because it is a better way to patrol and guard the entire 20-acre property. They will continue to deal with the homeless at the Transcenter.

Lieutenant Kumanski has been working with the San Bernardino County Transportation Authority (SBCTA) on an agreement regarding code of conduct that would allow Penal Code 640 signs to be posted, which applies to specified acts committed in or on a facility of the public transportation system.

City Manager Starr stated that the City is going to be enhancing maintenance efforts at the Transcenter. Public Works Superintendent Mendez will be setting up a crew to work at the transcenter on a daily and weekly basis, which includes graffiti clean-up, trash pickup, and power washing. The City will be requesting authorization to purchase a ready-made concrete restroom facility, which will be placed south of the existing bus driver restroom. It will have two restrooms and a drinking fountain. The expected cost is \$50,000-\$100,000. The logistics for security and monitoring the area in and around the restrooms still need to be worked out.

VII. COMMUNITY DEVELOPMENT DEPARTMENT PROJECT UPDATES/ITEMS

A. PROJECT UPDATES

Assistant Director of Housing/Planning Manager Caldwell stated that staff attended the ICSC's Western Division Conference. Staff pursued developers and retailers for new development and leasing opportunities. The City continues to enhance Montclair's image as a business-friendly City. She also reported that the construction of Lazy Dog Restaurant, Tommy's Car Wash, and Cardenas Market are all making progress and moving along quickly.

VIII. CAPITAL PROJECT UPDATES

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

A. LOCAL PROJECTS

1. CENTRAL AVENUE UTILITY UNDERGROUND PROJECT

Public Works Director/City Engineer Castillo stated that a utility had to be redesigned before undergrounding it, but it should be completed soon.

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

The City Hall Remodel Phase 1 Project is moving along. There is a delay with some of the lighting equipment, which will cause a delay with the

project completion date. The council meeting on October 21, 2019 will be held at the Senior Center.

3. CENTRAL AVENUE STREET REHABILITATION PROJECT PHASE 1

Submittals for the Central Avenue Street Rehabilitation Project continue to be approved and fieldwork will begin in October 2019.

4. REEDER RANCH ROOF REPLACEMENT AND ELECTRICAL PROJECT

The Reeder Ranch roof is substantially completed. The patio and electrical work still need to be completed, which should be finished soon.

5. CITY HALL REMODEL PHASE 2 PROJECT (FINANCE OFFICES)

The bid opening took place on September 19, 2019. The Engineer's estimate was \$940,000 and the lowest bid came in at \$844,000. The contractor selected for the City Hall Phase 2 Project was R Dependable Construction Inc.

6. HOLT BOULEVARD REHABILITATION PROJECT

This is a paving project from Mills Avenue to Ramona Avenue, which includes traffic signal modifications for safer turning movement. Construction and paving should begin in six months along with the traffic signal modifications.

B. REGIONAL PROJECTS

1. MONTE VISTA AVENUE/UPRR GRADE SEPERATION PROJECT

A ribbon-cutting ceremony will be on Monday, September 23, 2019. Three new traffic signals have been installed, but there is an issue with the signal on Monte Vista Avenue and Brooks Street. Staff will be working with Edison to get the signal working properly.

2. I-10 CORRIDOR PROJECT

Construction is projected to begin in spring of 2020. This project is a design-build so it is a fast-paced design. There will be plan submittals in October that staff will review, including traffic control. Staff will continue to go through the design and approval process.

3. CHINO BASIN PROGRAM (IEUA)

Staff continues to team up with the Inland Empire Utilities Agency (IEUA) on the Chino Basin Program. There are several components involved in this project, which include installing pipelines and looking at agreements with other water agencies to import water from their area. A meeting will be held with grant administrators to make sure that it makes fiscal sense for the City, IEUA, and the contracted agencies before moving forward.

4. FOOTHILL GOLD LINE EXTENSION

City Manager Starr stated that staff will be meeting on Monday, September 23, 2019 with Executive Director Ray Wolfe and SBCTA staff. SBCTA will present their proposal to run Diesel Multiple Unit (DMU) trains on the Metrolink tracks instead of supporting the Gold Line service coming to Montclair directly. At the SBCTA Board meeting, Executive Director Wolfe reported he would take the item to committee next month and hopefully to the Board in November, with a recommendation to “throw in the towel” on the Gold Line. The City has prepared a detailed resolution that will be presented at the October 7, 2019 City Council meeting, which includes a detailed history of the Gold Line and the obstacles it has faced and overcome. Montclair argues to continue the extension of the Gold Line to the Montclair Transcenter in lieu of the competing SBCTA proposal.

5. CENTRAL AVENUE BRIDGE

This project consists of widening and rehabilitating the Central Avenue Bridge. Staff hopes that, as they go through the design process, Caltrans will agree on knocking down the entire bridge and building a brand new one. Staff received six design proposals, and a team of three individuals scored the proposals. Three firms will go through a second phase to be interviewed and staff will select the firm that they would like to recommend to design the bridge. The design contract is expected to be awarded in November. Federally funded projects must go through local assistance, so the design will take at least two years to complete, and still requires approval before the right-of-way phase, which will take another year. Staff then needs approval to move forward with construction. All the phases have an E-76 form that staff will have to get from local assistance. Construction is projected to begin in 2024.

IX. COMMITTEE AND CITY MANAGER ITEMS — None

X. ADJOURNMENT

At 4:44 p.m., Chair Raft adjourned the meeting of the Public Works Committee. The next meeting of the Public Works Committee is scheduled to be held at 4:00 p.m. on October 17, 2019, in the City Manager’s Conference Room.

Submitted for Public Works Committee approval,


Samantha Contreras
Transcribing Secretary