

NOTICE

THIS MEETING WILL BE CONDUCTED VIA WEBINAR/TELECONFERENCE. THE COUNCIL CHAMBERS WILL NOT BE OPEN TO THE PUBLIC.

Pursuant to Executive Orders issued by Governor Newsom to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, this meeting will be conducted remotely via the ZOOM virtual meeting platform. In compliance with the Executive Orders, there will be no in-person meeting location, however the public may participate using any of the remote methods described below.

LISTEN TO THE MEETING LIVE VIA ZOOM

Members of the public may participate in this meeting by joining the ZOOM conference via PC, Mac, iPad, iPhone, or Android device using the URL:

<https://zoom.us/j/93717150550>

LISTEN TO THE MEETING LIVE VIA TELEPHONE

The public may participate via phone only (without a computer/smart device) by dialing the below numbers:

Dial Number: 1 (669) 900 - 6833

Meeting ID: 937 - 1715 - 0550

**ALL PARTICIPANTS WILL BE MUTED AUTOMATICALLY UPON ENTERING THE MEETING.
THOSE WHO WISH TO SPEAK WILL BE UNMUTED AT THE APPROPRIATE TIME.
PLEASE KEEP YOURSELF ON MUTE WHEN NOT SPEAKING.**

VERBAL PARTICIPATION USING ZOOM

Please use the "Raise Hand" button to request to speak. Raised hands will only be acknowledged during the Public Hearing and Public Comment sections of the agenda and when the Meeting's presiding officer requests comments from the public.

If you want to provide public comments and are using a computer or laptop without a microphone connected or built in, you will also need to call in using the Teleconference Number and Meeting ID highlighted below, and dial your Participant ID on the phone when prompted. Your Participant ID is found in the "Phone Call" tab of the "Join Audio" settings. This option will also switch your audio over to the phone. Please do not use speaker mode and turn off your computer audio when speaking to prevent audio feedback.

VERBAL PARTICIPATION OVER THE PHONE

Please dial *6 to mute and unmute yourself, and *9 to "raise your hand" to request to speak. Raised hands will only be acknowledged during the Public Hearing and Public Comment sections of the agenda and when the Meeting's presiding officer requests comments from the public. Do not use speaker mode when speaking.

ADA COMPLIANCE INFORMATION

Meetings are accessible to people with disabilities. Requests in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it. Individuals who need special assistance or a disability-related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the meeting materials, should contact the City Clerk at cityclerk@cityofmontclair.org or call (909) 625-9416. Every attempt will be made to swiftly address each request. (28 CFR 35.102-35.104 ADA Title II)

PUBLIC COMMENT PROCEDURES

MAKING VERBAL COMMENTS

To provide verbal comments during the meeting, please visit www.cityofmontclair.org/cc-comment to fill out a Virtual Speaker Card to request to speak in advance. You may also call the City Clerk in advance at (909) 625-9416 to fill out the Virtual Speaker Card over the phone or e-mail your name, phone number if calling in during the meeting, and subject of comment or agenda item to cityclerk@cityofmontclair.org with "[Meeting Date] Virtual Speaker Card" as the subject line.

Meeting attendees who did not fill out the Virtual Speaker Card in advance will be given an opportunity to speak after those who requested to speak in advance.

SUBMITTING WRITTEN COMMENTS

Written comments (250 word limit) may be submitted prior to the meeting by filling out the Virtual Speaker Card (www.cityofmontclair.org/cc-comment), via e-mail (cityclerk@cityofmontclair.org), or via U.S. Mail (Mailing Address: City of Montclair, Attn: City Clerk, Re: [Meeting Date] Public Comment, 5111 Benito Street, Montclair, CA 91763), and will be read aloud during the meeting by the City Clerk at the appropriate time.

Please submit all requests to speak or written comments at least one hour prior to the start of the meeting. The City cannot be held responsible for U.S. Mail that does not arrive on time prior to the subject meeting.



**REGULAR JOINT MEETING OF THE
CITY COUNCIL, SUCCESSOR AGENCY, MONTCLAIR HOUSING CORPORATION,
MONTCLAIR HOUSING AUTHORITY, AND MONTCLAIR COMMUNITY FOUNDATION**

AGENDA

Monday, October 5, 2020
7:00 p.m.

*As a courtesy, please place yourself on mute while the meeting is in session, unless speaking (Dial *6 on the phone to toggle mute), and turn off/mute/disable all video/web cameras.*

*Persons wishing to make a public comment or speak on an agenda item, including public hearing and closed session items, are requested to complete a Virtual Speaker Card (VSC) at www.cityofmontclair.org/cc-comment. The Mayor/Chair (or the meeting's Presiding Officer) will recognize those who have submitted a VSC at the time of the item's consideration and invite those individuals to provide comments on the item at that time. Those who did not fill out a VSC will have an opportunity to speak after those who did by using the "raise hand" function on the ZOOM meeting platform or over the phone by dialing *9. Please*

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

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

II. INVOCATION

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

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. PRESENTATIONS

VI. PUBLIC COMMENT

This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Each speaker will be afforded up to five minutes to address the City Council/Boards of Directors/Commissioners. (Government Code Section 54954.3).

If you did not submit a Virtual Speaker Card and would like to speak on an item that is on the agenda, please request to speak during Public Comment to announce the agenda item on which you would like to comment so you may be called on to provide your comments at the time of that item's consideration.

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

VII. PUBLIC HEARINGS

- A. Second Reading — Consider Adoption of Ordinance No. 20-991, an Amendment to the Official Zoning Map Changing the Land Use Designation of 104.35 Acres of the North Montclair Specific Plan Bounded by and Including the Right-of-Way of Monte Vista Avenue on the West, the I-10 Freeway on the South, the Right-of-Way of Central Avenue on the East, and the Existing Centerline of Moreno Street on the North from “C-3” (General Commercial) to “Specific Plan” [CC]
 - Second Reading — Consider Adoption of Ordinance No. 20-992 Adopting the Montclair Place District Specific Plan for a 104.35-Acre Site Bounded by and Including the Right-of-Way of Monte Vista Avenue on the West, the I-10 Freeway on the South, the Right-of-Way of Central Avenue on the East, and the Existing Centerline of Moreno Street on the North Under Case No. 2018-13 [CC] 5
- B. Second Reading — Consider Adoption of Ordinance No 20-993 Amending the Qualification to Serve on the Montclair Planning Commission [CC] 20
- C. Consider Adoption of Resolution No. 20-3285 Approving Tentative Tract Map No. 20273 to Subdivide a 6.68-Acre Site into Six Numbered Parcels and One Lettered Lot for a Public Park and Approving Precise Plan of Design No. 2017-20 and a Parking Management Plan for a Mixed-Use Project Within the Station District of the North Montclair Downtown Specific Plan [CC] 24

VIII. CONSENT CALENDAR

- A. Approval of Minutes
 - 1. Regular Joint Meeting — September 21, 2020 [CC/SA/MHC/MHA/MCF]
- B. Administrative Reports
 - 1. Consider Approval of Warrant Register & Payroll Documentation [CC] 105
 - 2. Consider Approving a Grant Fund Balance Carryover of \$19,033.28 from Prior Fiscal Years for the Human Services Department to Support Ongoing Clinic and Family Health Education Program Needs [CC] 106
- C. Agreements
 - 1. Consider Approval of Agreement No. 20-80 with Partners in Care Foundation City of Hope to Implement the Chronic Disease Self Management Education Programs [CC]
 - Consider Authorizing the Director of Human Services to Sign Agreement No. 20-80 and Any Other Documents to Effectuate the Programs [CC] 107
 - 2. Consider Approval of Agreement Nos. 20-82 and 20-83 with San Bernardino County Transportation Authority for the Betterment of Sewer Infrastructure and Other Utilities in Monte Vista Avenue Crossing the I-10 Freeway [CC] 119
 - 3. Consider Approval of Agreement No. 20-84 with Dennis Grubb and Associates, LLC, to Provide Fire Marshal and Fire Construction Plan Review Services for the City [CC] 127
- D. Resolutions — None

IX. PULLED CONSENT CALENDAR ITEMS

X. COMMUNICATIONS

- A. Department Reports — None
- B. City Attorney
 - 1. Request for City Council to Meet in Closed Session Pursuant to Government Code §54956.9(d)(2) — Conference with Legal Counsel Regarding Anticipated Litigation [CC]
 - 1 potential case*
- C. City Manager/Executive Director
 - 1. COVID-19 Update
- D. Mayor/Chairperson
 - 1. Cancellation of October 19, 2020 Regular Joint Meeting due to Lack of a Quorum
- E. Council Members/Directors
- F. Committee Meeting Minutes *(for informational purposes only)*
 - 1. Public Works Committee Meeting — August 20, 2020 [CC]

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XI. CLOSED SESSION

XII. CLOSED SESSION ANNOUNCEMENTS

XIII. ADJOURNMENT

The next regularly joint meeting of the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board on October 19, 2020 has been cancelled due to the lack of a quorum. The next regularly scheduled joint meeting will be held on Monday, November 2, 2020, at 7:00 p.m.

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the Acting Bodies after publication of the Agenda packet are available for public inspection in the Office of the City Clerk between 7:00 a.m. and 6:00 p.m., Monday through Thursday. Pursuant to the Governor’s Executive Orders in relation to the COVID-19 pandemic, please call the City Clerk’s Office at (909) 625-9416 or send an e-mail to cityclerk@cityofmontclair.org to request such review of items via e-mail.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk’s Office at (909) 625-9416 or e-mail cityclerk@cityofmontclair.org. Notification 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 City’s website at <http://www.cityofmontclair.org/agendas> and on the bulletin board adjacent to the north door of Montclair City Hall at 5111 Benito Street, Montclair, CA 91763 on Thursday, October 1, 2020.



CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 5, 2020 **FILE I.D.:** ENV075/LDU457/LDU462
SECTION: PUBLIC HEARINGS **DEPT.:** COMMUNITY DEV.
ITEM NO.: A **PREPARER:** M. DIAZ

SUBJECT: SECOND READING — CONSIDER ADOPTION OF ORDINANCE NO. 20-991, AN AMENDMENT TO THE OFFICIAL ZONING MAP CHANGING THE LAND USE DESIGNATION OF 104.35 ACRES OF THE NORTH MONTCLAIR SPECIFIC PLAN BOUNDED BY AND INCLUDING THE RIGHT-OF-WAY OF MONTE VISTA AVENUE ON THE WEST, THE I-10 FREEWAY ON THE SOUTH, THE RIGHT-OF-WAY OF CENTRAL AVENUE ON THE EAST, AND THE EXISTING CENTERLINE OF MORENO STREET ON THE NORTH FROM “C-3” (GENERAL COMMERCIAL) TO “SPECIFIC PLAN”

SECOND READING — CONSIDER ADOPTION OF ORDINANCE NO. 20-992 ADOPTING THE MONTCLAIR PLACE DISTRICT SPECIFIC PLAN FOR A 104.35-ACRE SITE BOUNDED BY AND INCLUDING THE RIGHT-OF-WAY OF MONTE VISTA AVENUE ON THE WEST, THE I-10 FREEWAY ON THE SOUTH, THE RIGHT-OF-WAY OF CENTRAL AVENUE ON THE EAST, AND THE EXISTING CENTERLINE OF MORENO STREET ON THE NORTH UNDER CASE NO. 2018-13

REASON FOR CONSIDERATION: The State Planning and Zoning Law (California Gov. Code §65000 et seq.) and the Montclair Development Code requires City Council approval of zone changes. The City Council is requested to conduct the second reading of Ordinance Nos. 20-991 and 20-992 related to adoption of the Montclair Place District Specific Plan.

BACKGROUND: On September 21, 2020, the City Council adopted a series of resolutions and also conducted the first readings of two ordinances in connection with approval of the Montclair Place District Specific Plan (MPDSP). The MPDSP encompasses a Plan Area of 104.35 acres bounded by and including the right-of-way of Monte Vista Avenue on the west, the I-10 Freeway on the south, the right-of-way of Central Avenue on the east, and the existing centerline of Moreno Street.

The two Ordinances connected with the project are:

- Ordinance No. 20-991 — formally change the zoning of the subject Plan Area from “C-3” (General Commercial - North Montclair Specific Plan) to “Specific Plan.”
- Ordinance No. 20-992 — final action on formally adopting the Montclair Place District Specific Plan (MPDSP) as the new land use document governing new improvements and uses within the Plan Area.

A second reading for both Ordinances was set for Monday, October 5, 2020. If approved, both Ordinances would become effective 30 days from the date of approval, or November 5, 2020.

Action on the above ordinances would formally complete the process to change the zoning for the subject Plan Area and allow for the implementation of the provisions contained within the MPDSP. Both Ordinances are necessary to be consistent with the approved General Plan and Specific Plan Amendments approved in connection with the project on September 21, 2020. As previously described, the new MPDSP includes new

land use designations, regulations, development standards and design guidelines for future development. As such, the MPDSP will enable the future development of commercial, multifamily residential, hotel, and mixed-use projects by creating new land use zones for parcels within the Plan Area and provide form-based code development standards and architectural guidelines to guide development within the MPDSP area through 2040. The MPDSP document contains illustrated plans, perspective renderings, and precedent images. The MPDSP document is available on the City's website at:

<https://www.cityofmontclair.org/city-government/community-development/planning-division/current-projects-in-montclair>

Zone Change Findings

- A. The Zone Change of the Plan Area to "Planned Development" would officially change the current Montclair Zoning Map and related documents from the current C3 zoning designation assigned to the site by the underlying North Montclair Specific Plan. The new designation of "Specific Plan" would be consistent with the manner in which other Specific Plans in the City are officially designated on the Zoning Map. The Specific Plan land use designation would then accommodate the proposed MPDSP and the creation of the new sub-zoning districts – District Corridor (COR), District Place (PLA), District Commons (COM), and District Center (CEN), proposed for the Plan Area. Further, the zone change to "Specific Plan" would be consistent with the proposed General Plan Amendment to re-designate the Plan Area from "Regional Commercial" to "Planned Development."
- B. Uses of the Plan Area authorized by the Zone Change promote and achieve the intended goals of the MPDSP mixed-use project. Further, new residential and mixed-use development pursuant to the new land use zones of the MPDSP would be consistent with the General Plan's Land Use and Community Design Elements policies that encourage projects that effectively balance land use, circulation, transportation, community design, and housing objectives.
- C. The Zone Change is reasonably related to the public welfare of the citizens of the City of Montclair and the surrounding region because the change would enable the City to employ good zoning practices that seek to integrate the uses on this very prominent piece of property with surrounding uses and the City's overall goals for a more walkable community. Without the proposed zone change, the above goals could not be achieved. Moreover, the changes promote additional housing opportunities in the City of Montclair using designs that are compatible with the high-quality design guidelines contained in the proposed MPDSP.

Specific Plan Adoption Findings – Adoption of New MPDSP

- A. The adoption of the new MPDSP represents a comprehensive and bold vision of the future for the Plan Area. The MPDSP envisions the possible demolition of all, or a portion of, the existing mall, some, or all, appurtenant freestanding outbuildings, and portions of the existing surface parking lots and parking structure, to construct a new pedestrian-oriented, mixed-use downtown district.
- B. The MPDSP will complement the goals and design strategies of the existing NMDSP that abuts the north boundary of the MPDSP. Both documents share common form-based code design standards and emphasis on high-quality design and materials. New standards for the Plan Area regarding existing and new land uses, setbacks

and building heights, parking, landscape, and signage to guide the formation of a distinctive and attractive “downtown” streetscape and development pattern.

- C. The MPDSP provides the framework to implement a mix of uses including housing at various densities and integrated ground floor retail and office uses. All new projects within the MPDSP boundaries will be subject to outside architectural review prior to consideration by the Planning Commission. Subsequent to Commission approval, all major projects in the Plan Area would be forwarded to City Council for final consideration and determination.
- D. The MPDSP is consistent with the General Plan in that the MPDSP proposal encompasses a large land area with defined boundaries and adequate shape (a crisp polygon) uniquely situated to facilitate the goals of developing a plan consistent with the General Plan’s policy to establish an effective balance of land use, circulation, transportation, community design, commercial and housing all of which are objectives contained in the MPDSP.

As lead agency, the City under the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.; Cal. Code Regs., tit. 14, § 15000 et seq.) was responsible for preparing environmental documentation for the project. The proposed zone change and adoption of the MPDSP for the Plan Area were included and analyzed as part of the Environmental Impact Report (EIR) prepared for the project.

On September 21, 2020, the City of Montclair City Council unanimously approved Resolution No. 20-3288, certifying the Final Environmental Impact Report (SCH# 2019050011) for the project and adopting a Statement of Overriding Considerations and Mitigation Monitoring Program for the property.

FISCAL IMPACT: Approval of the MPDSP will result in positive, long-term economic benefits for the City. The MPDSP offers new opportunities for combined residential, office, and commercial uses which are not possible with existing NMSP. The MPDSP presents a new element of flexibility to respond to major changes affecting the retail industry and the desire for more integrated development that will enhance property values and choices for the residents of the City.

RECOMMENDATION: Staff recommends the City Council conduct the second reading and adopt Ordinance Nos. 20-991 and 20-92 applying to 104.35 acres bounded by and including the right-of-way of Monte Vista Avenue on the west, the I-10 Freeway on the south, the right-of-way of Central Avenue on the east, and the existing centerline of Moreno Street, by taking the following actions:

1. Conduct the second reading of, and adopt Ordinance No. 20-991, an amendment to the official Zoning Map changing the Land Use Designation of 104.35 acres of the North Montclair Specific Plan bounded by and including the right-of-way of Monte Vista Avenue on the west, the I-10 Freeway on the south, the right-of-way of Central Avenue on the east, and the existing centerline of Moreno Street on the north from “C-3” (General Commercial) to “Specific Plan.”
2. Conduct the second reading of, and adopt Ordinance No. 20-992 adopting the Montclair Place District Specific Plan for a 104.35-acre site bounded by and including the right-of-way of Monte Vista Avenue on the west, the I-10 Freeway on the south, the right-of-way of Central Avenue on the east, and the existing centerline of Moreno Street on the north under Case No. 2018-13.

EXHIBIT "A"
CASE NO. 2018-13 - MONTCLAIR PLACE DISTRICT SPECIFIC PLAN
PLAN AREA



LEGEND
■ ■ Plan Area Boundary

MONTCLAIR PLACE SPECIFIC PLAN
September 21, 2020

ORDINANCE NO. 20-991

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR APPROVING AN AMENDMENT TO THE OFFICIAL ZONING MAP OF THE CITY OF MONTCLAIR MODIFYING THE ZONING DESIGNATION OF 104.35 ACRES OF LAND BOUNDED BY THE RIGHT-OF-WAY OF MONTE VISTA AVENUE ON THE WEST, THE I-10 FREEWAY ON THE SOUTH, CENTRAL AVENUE ON THE EAST, AND THE EXISTING CENTER LINE OF MORENO STREET ON THE NORTH, FROM "REGIONAL COMMERCIAL" TO "PLANNED DEVELOPMENT" (APNs 1008-171-01; 1008-171-02; 1008-171-03; 1008-171-04; 1008-171-05; 1008-171-06; 1008-171-07; 1008-171-11; 1008-171-13; 1008-181-04; 1008-181-05; 1008-181-06; 1008-181-07; 1008-191-01; 1008-191-02; 1008-191-03; 1008-191-04; 1008-191-05; 1008-321-04; 1008-321-07; 1008-321-08, 1008-341-08; 1008-351-07; 1008-321-10; 1008-331-06; 1008-331-07; 1008-331-08; 1008-331-09; 1008-331-15; 1008-331-16; 1008-341-04; 1008-341-08; AND 1008-351-01; 1008-351-07) [PLANNING CASE NO. 2018-13]

WHEREAS, on November 2, 2017, the City of Montclair ("City") initiated the process to develop a new Specific Plan for the Montclair Place mall and surrounding properties in order to lay the framework for the creation of a new pedestrian-oriented, multi-modal, mixed-use downtown district to be known as the *Montclair Place District Specific Plan* ("MPDSP" or the "Project"); and

WHEREAS, the proposed MPDSP would provide for the development of a pedestrian-oriented, mixed-use downtown district, with structured parking facilities through a series of planned phases; and

WHEREAS, the proposed Project requires a general plan amendment, zone change and specific plan amendment to facilitate the adoption and implementation of the MPDSP; and

WHEREAS, The *North Montclair Specific Plan* (NMSP) was adopted on January 5, 1998 (Resolution No. 2163). The planning area covered by the NMSP was approximately 640 acres and bounded by the north City boundary, Palo Verde Street on the south, Benson Avenue on the east, and the San Antonio Wash on the west. The NMSP area consists primarily of retail commercial and light industrial uses, with the mall and adjacent commercial developments serving as the area's primary focus; and

WHEREAS, the proposed zone change applies to parcels of varying sizes totaling approximately 104.35 acres in size ("Plan Area") as identified by Assessor Parcel Numbers 1008-171-01; 1008-171-02; 1008-171-03; 1008-171-04; 1008-171-05; 1008-171-06; 1008-171-07; 1008-171-11; 1008-171-13; 1008-181-04; 1008-181-05; 1008-181-06; 1008-181-07; 1008-191-01; 1008-191-02; 1008-191-03; 1008-191-04; 1008-191-05; 1008-321-04; 1008-321-07; 1008-321-08, 1008-341-08; 1008-351-07; 1008-321-10; 1008-331-06; 1008-331-07; 1008-331-08; 1008-331-09; 1008-331-15; 1008-331-16; 1008-341-04; 1008-341-08; 1008-351-01; 1008-351-07; and

WHEREAS, the Plan Area is bounded by and includes the right-of-way of Monte Vista Avenue on the west, the I-10 Freeway on the south, Central Avenue on the east, and the existing center line of Moreno Street on the north; and

WHEREAS, the subject parcels within the Plan Area are currently designated by the Official Zoning Map as "C3" (General Commercial) pursuant to the *North Montclair Specific Plan* and developed to varying degrees with commercial land uses and structures; and

WHEREAS, the proposed zone change from "C3" to "Specific Plan" is required to be consistent with the General Plan Amendment associated with the project; and

WHEREAS, the MPDSP is a "project" under the California Environmental Quality Act (Pub. Resources Code §§ 21000 et seq.: "CEQA"); and

WHEREAS, pursuant to Section 21067 of the Public Resources Code, and Section 15367 of the State California Environmental Quality Act (CEQA) Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the City is the lead agency for the proposed MPDSP Project; and

WHEREAS, in accordance with State CEQA Guidelines section 15063, the City prepared an Initial Study to determine if the Project could have a significant effect on the environment; and

WHEREAS, the IS/NOP was issued for a 30-day review period between May 20, 2019 and June 18, 2019, in accordance with State CEQA Guidelines section 15082(a) and eight (8) comment letters/emails were received during the IS/NOP review period; and

WHEREAS, pursuant to Public Resources Code section 21083.9 and State CEQA Guidelines sections 15082(c) and 15083, the City held a duly noticed Scoping Meeting on May 28, 2019, at City Hall to solicit comments on the IS/NOP; and

WHEREAS, based on the information contained in the Initial Study, which concluded that the Project could have a significant impact on the environment, the City determined that an Environmental Impact Report ("EIR") should be prepared in order to analyze all potential adverse environmental impacts of the Project; and

WHEREAS, a Draft EIR ("DEIR") was prepared, incorporating comments received during the NOP review period, and

WHEREAS, as required by State CEQA Guidelines section 15087(a), the City provided Notice of Availability of the DEIR to the public at the same time that the City sent the Notice of Completion to the Office of Planning and Research, by mailing to neighboring property owners within a 300-foot radius of the MPDSP boundaries and posting a copy of the NOA with the County Clerk; and

WHEREAS, the DEIR evaluating the Project's environmental effects and alternatives was circulated for public review and comment between July 10, 2020 and August 24, 2020; and

WHEREAS, the DEIR determined that mitigation measures were required to mitigate some impacts to a less than significant level; and

WHEREAS, the DEIR further concluded that despite the incorporation of all feasible mitigation measures, the proposed Project would nonetheless result in significant and unavoidable impacts; and

WHEREAS, during the public comment period, copies of the DEIR and technical appendices were available for review and inspection at City Hall and on the City's website; and

WHEREAS, pursuant to State CEQA Guidelines section 15086, the City consulted with and requested comments from all responsible and trustee agencies, other regulatory agencies, and others during the 45-day public review and comment period; and

WHEREAS, during the review and comment period, the City received five comments; and

WHEREAS, the Planning Commission conducted a duly-noticed public hearing on August 10, 2020, to consider the Proposed MPDSP and the DEIR, pursuant to State CEQA Guidelines section 15025(c), at which hearing, members of the public were afforded an opportunity to comment upon the Proposed MPDSP and the DEIR to consider and make a recommendation to the City Council regarding the MPDSP and the DEIR pursuant to State CEQA Guidelines section 15025(c); and

WHEREAS, on August 10, 2020, the Planning Commission, by a vote of 5-0, recommended that the City Council certify the EIR, adopt findings of fact, a statement of overriding considerations, and a mitigation measure monitoring and reporting program, and approve the proposed amendments pursuant to Planning Commission Resolution No. 20-1943; and

WHEREAS, the City has prepared a Final EIR, consisting of the written comments received during the review and comment period on the DEIR; written responses to those comments; and an errata showing revisions to the DEIR. For the purposes of this Resolution, the "EIR" shall refer to the DEIR, as revised by the Final EIR, together with the other sections of the Final EIR; and

WHEREAS, pursuant to Public Resources Code section 21092.5, the City provided copies of its responses to timely commenting public agencies at least ten (10) days prior to the City Council's consideration of the Final EIR; and

WHEREAS, on September 11, 2020, the City gave public notice of the City Council's public hearing by advertisement in a newspaper of general circulation, and posted the public notice at City Hall, and mailed to all property owners within 300 feet of the Plan Area; and

WHEREAS, on September 21, 2020, commencing at 7:00 p.m. in the Senior Center at the City of Montclair Civic Center, the City Council conducted a public hearing at which time all persons wishing to testify in connection with the Amendment were heard, and said application was fully studied; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

SECTION 1. Recitals. The City Council hereby specifically finds that all of the facts set forth in the Recitals of this Ordinance are true and correct.

SECTION 2. Approval of Amendment to the Official Zoning Map. The City Council hereby approves the Amendment to the Official Zoning Map of the City of Montclair associated with Case No. 2018-13, modifying the zoning designation of approximately 104.35 acres bounded by and including the right-of-way of Monte Vista Avenue on the west, the I-10 Freeway on the south, Central Avenue on the east, and the existing center line of Moreno Street on the north from "C3" (General Commercial) to "Specific Plan" thereby allowing said area to be rezoned for purposes of adopting the Montclair Place District Specific Plan.

SECTION 3. Zone Change Findings. Based on the entire record before the City Council and all written and oral evidence presented, the City Council finds the Zone Change promotes the goals and objectives of the General Plan for the following reasons:

- A. The Zone Change of the Plan Area to "Planned Development" would officially change the current Montclair Zoning Map and related documents from the current C3 zoning designation assigned to the site by the underlying North Montclair Specific Plan. The new designation of "Specific Plan" would be consistent with the manner in which other Specific Plans in the City are officially designated on the Zoning Map. The Specific Plan land use designation would then accommodate the proposed MPDSP and the creation of the new sub-zoning districts—District Corridor (COR), District Place (PLA), District Commons (COM), and District Center (CEN), proposed for the Plan Area. Further, the zone change to "Specific Plan" would be consistent with the proposed General Plan Amendment to re-designate the Plan Area from "Regional Commercial" to "Planned Development."
- B. Uses of the Plan Area authorized by the Zone Change promote and achieve the intended goals of the MPDSP mixed-use project. Further, new residential and mixed-use development pursuant to the new land use zones of the MPDSP would be consistent with the General Plan's Land Use and Community Design Elements policies that encourage projects that effectively balance land use, circulation, transportation, community design, and housing objectives.
- C. The Zone Change is reasonably related to the public welfare of the citizens of the City of Montclair and the surrounding region because the change would enable the City to employ good zoning practices that seek to integrate the uses on this very prominent piece of property with surrounding uses and the City's overall goals for a more walkable community. Without the proposed zone change, the above goals could not be achieved. Moreover, the changes promote additional housing opportunities in the City of Montclair using designs that are compatible with the high-quality design guidelines contained in the proposed MPDSP.

SECTION 4. California Environmental Quality Act. Based on the entire record before the City Council and all written and oral evidence presented, the City Council finds the Amendment to the Official Zoning Map of the City of Montclair is an integral component of the project that was evaluated in the Environmental Impact Report prepared for the Montclair Place District Specific Plan (SCH#2019050011), which was certified by the City Council in Resolution No. 20-3288. All of the environmental impacts associated with the Amendment have been fully disclosed and mitigated, to the extent possible, in the Environmental Impact Report. No further environmental review is necessary.

SECTION 5. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is 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 6. Certification; Publication. The City Clerk shall certify to the passage of this Ordinance and cause the same to be posted pursuant to Government Code Section 36933.

SECTION 7. Custodian of Records. The location and custodian of the documents and any other material, which constitute the record of proceedings upon which the Planning Commission based its decision, is as follows: Director of Community Development, Community Development Department, City of Montclair, 5111 Benito Street, Montclair, California 91763, or by telephone at (909) 625-9477.

SECTION 8. Effective Date. This Ordinance shall become effective thirty (30) days following its adoption.

APPROVED AND ADOPTED this XX day of XX, 2020.

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. 20-991 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2020, and finally passed not less than five (5) days thereafter on the XX day of XX, 2020, by the following vote, to-wit:

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

Andrea M. Phillips
City Clerk

EXHIBIT "A"
CASE NO. 2018-13 - ZONE CHANGE
ORDINANCE NO. 20-991



EXISTING ZONING DESIGNATION



PROPOSED ZONING DESIGNATION

LEGEND
■ ■ Plan Area Boundary

MONTCLAIR PLACE SPECIFIC PLAN
September 21, 2020

ORDINANCE NO. 20-992

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ADOPTING THE MONTCLAIR PLACE DISTRICT SPECIFIC PLAN (MPDSP), FOR AN AREA OF 104.35 ACRES OF LAND BOUNDED BY THE RIGHT-OF-WAY OF MONTE VISTA AVENUE ON THE WEST, THE I-10 FREEWAY ON THE SOUTH, CENTRAL AVENUE ON THE EAST, AND THE EXISTING CENTER LINE OF MORENO STREET ON THE NORTH, FROM "REGIONAL COMMERCIAL" TO "PLANNED DEVELOPMENT" (APNs 1008-171-01; 1008-171-02; 1008-171-03; 1008-171-04; 1008-171-05; 1008-171-06; 1008-171-07; 1008-171-11; 1008-171-13; 1008-181-04; 1008-181-05; 1008-181-06; 1008-181-07; 1008-191-01; 1008-191-02; 1008-191-03; 1008-191-04; 1008-191-05; 1008-321-04; 1008-321-07; 1008-321-08, 1008-341-08; 1008-351-07; 1008-321-10; 1008-331-06; 1008-331-07; 1008-331-08; 1008-331-09; 1008-331-15; 1008-331-16; 1008-341-04; 1008-341-08; 1008-351-01; 1008-351-07) [PLANNING CASE NO. 2018-13].

WHEREAS, in 2014, CIM Group acquired Montclair Plaza from CW Capital Asset Management. CIM Group, is headquartered in Los Angeles, and has active projects throughout California. Montclair Plaza was subsequently renamed Montclair Place in 2017; and

WHEREAS, on November 2, 2017, the City of Montclair ("City") initiated the process to develop a new Specific Plan for the Montclair Place mall and surrounding properties in order to lay the framework for the creation of a new pedestrian-oriented, multi-modal, mixed-use downtown district to be known as the *Montclair Place District Specific Plan* ("MPDSP" or the "Project"); and

WHEREAS, the planning firms of Studio 111 and Moule & Polyzoides Architects and Urbanists participated in the formation of the conceptual framework for the MPDSP. The City retained Moule & Polyzoides Architects and Urbanists to prepare and complete the MPDSP document; and

WHEREAS, the proposed MPDSP would provide for the development of a pedestrian-oriented, mixed-use downtown district, with structured parking facilities through a series of planned phases; and

WHEREAS, the proposed Project requires a general plan amendment, zone change and specific plan amendment to facilitate the adoption and implementation of the MPDSP; and

WHEREAS, The *North Montclair Specific Plan* (NMSP) was adopted on January 5, 1998 (Resolution No. 2163). The planning area covered by the NMSP was approximately 640 acres and bounded by the north City boundary, Palo Verde Street on the south, Benson Avenue on the east, and the San Antonio Wash on the west. The NMSP area consists primarily of retail commercial and light industrial uses, with the mall and adjacent commercial developments serving as the area's primary focus; and

WHEREAS, the proposed zone change applies to approximately 104.35 acres of land (Plan Area) currently within the NMSP consisting of parcels of varying size as identified by Assessor Parcel Numbers 1008-171-01; 1008-171-02; 1008-171-03; 1008-171-04; 1008-171-05; 1008-171-06; 1008-171-07; 1008-171-11; 1008-171-13; 1008-181-04; 1008-181-05; 1008-181-06; 1008-181-07; 1008-191-01; 1008-191-02; 1008-191-03; 1008-191-04; 1008-191-05; 1008-321-04; 1008-321-07; 1008-321-08, 1008-341-08; 1008-351-07; 1008-321-10; 1008-331-06; 1008-331-07; 1008-331-08; 1008-331-09; 1008-331-15; 1008-331-16; 1008-341-04; 1008-341-08; 1008-351-01; 1008-351-07; and

WHEREAS, the Plan Area is bounded by and includes the right-of-way of Monte Vista Avenue on the west, the I-10 Freeway on the south, Central Avenue on the east, and the existing center line of Moreno Street on the north; and

WHEREAS, the subject parcels within the Plan Area are currently designated by the Official Zoning Map as "C3" (General Commercial) pursuant to the *North Montclair Specific Plan* and developed to varying degrees with commercial land uses and structures; and

WHEREAS, the proposed zone change from “C3” to “Specific Plan” is required to be consistent with the General Plan Amendment associated with the project; and

WHEREAS, the MPDSP is a “project” under the California Environmental Quality Act (Pub. Resources Code §§ 21000 et seq.: “CEQA”); and

WHEREAS, pursuant to Section 21067 of the Public Resources Code, and Section 15367 of the State California Environmental Quality Act (CEQA) Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the City is the lead agency for the proposed MPDSP Project; and

WHEREAS, in accordance with State CEQA Guidelines section 15063, the City prepared an Initial Study to determine if the Project could have a significant effect on the environment; and

WHEREAS, the IS/NOP was issued for a 30-day review period between May 20, 2019 and June 18, 2019, in accordance with State CEQA Guidelines section 15082(a) and eight (8) comment letters/emails were received during the IS/NOP review period; and

WHEREAS, pursuant to Public Resources Code section 21083.9 and State CEQA Guidelines sections 15082(c) and 15083, the City held a duly noticed Scoping Meeting on May 28, 2019, at City Hall to solicit comments on the IS/NOP; and

WHEREAS, based on the information contained in the Initial Study, which concluded that the Project could have a significant impact on the environment, the City determined that an Environmental Impact Report (“EIR”) should be prepared in order to analyze all potential adverse environmental impacts of the Project; and

WHEREAS, a Draft EIR (“DEIR”) was prepared, incorporating comments received during the NOP review period, and

WHEREAS, as required by State CEQA Guidelines section 15087(a), the City provided Notice of Availability of the DEIR to the public at the same time that the City sent the Notice of Completion to the Office of Planning and Research, by mailing to neigh

WHEREAS, the DEIR evaluating the Project’s environmental effects and alternatives was circulated for public review and comment between July 10, 2020 and August 24, 2020; and

WHEREAS, the DEIR determined that mitigation measures were required to mitigate some impacts to a less than significant level; and

WHEREAS, the DEIR further concluded that despite the incorporation of all feasible mitigation measures, the proposed Project would nonetheless result in significant and unavoidable impacts; and

WHEREAS, during the public comment period, copies of the DEIR and technical appendices were available for review and inspection at City Hall and on the City’s website; and

WHEREAS, as required by State CEQA Guidelines section 15087(a), the City provided Notice of Availability of the DEIR to the public at the same time that the City sent the Notice of Completion to the Office of Planning and Research, by mailing to neighboring property owners within a 300-foot radius of the MPDSP boundaries and posting a copy of the NOA with the County Clerk; and

WHEREAS, pursuant to State CEQA Guidelines section 15086, the City consulted with and requested comments from all responsible and trustee agencies, other regulatory agencies, and others during the 45-day public review and comment period; and

WHEREAS, during the review and comment period, the City received five comments; and

WHEREAS, the Planning Commission conducted a duly-noticed public hearing on August 10, 2020, to consider the Proposed MPDSP and the DEIR, pursuant to State CEQA Guidelines section 15025(c), at which hearing, members of the public were afforded an opportunity to comment upon the Proposed MPDSP and the DEIR to consider and make

a recommendation to the City Council regarding the MPDSP and the DEIR pursuant to State CEQA Guidelines section 15025(c); and

WHEREAS, on August 10, 2020, the Planning Commission, by a vote of 5-0, recommended that the City Council certify the EIR, adopt findings of fact, a statement of overriding considerations, and a mitigation measure monitoring and reporting program, and approve the proposed amendments pursuant to Planning Commission Resolution No. 20-1943; and

WHEREAS, the City has prepared a Final EIR, consisting of the written comments received during the review and comment period on the DEIR; written responses to those comments; and an errata showing revisions to the DEIR. For the purposes of this Resolution, the "EIR" shall refer to the DEIR, as revised by the Final EIR, together with the other sections of the Final EIR; and

WHEREAS, pursuant to Public Resources Code section 21092.5, the City provided copies of its responses to timely commenting public agencies at least ten (10) days prior to the City Council's consideration of the Final EIR; and

WHEREAS, on September 11, 2020, the City gave public notice of the City Council's public hearing by advertisement in a newspaper of general circulation, and posted the public notice at City Hall, and mailed to all property owners within 300 feet of the Plan Area; and

WHEREAS, on September 21, 2020, commencing at 7:00 p.m. in the Senior Center at the City of Montclair Civic Center, the City Council conducted a public hearing at which time all persons wishing to testify in connection with the Amendment were heard, and said application was fully studied; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

SECTION 1. Recitals. The City Council hereby finds all of the facts set forth in the Recitals of this Resolution are true and correct.

SECTION 2. Approval of Montclair Place District Specific Plan. Based on the entire record before the City Council, all written and oral evidence presented, and the findings made in this Resolution, the City Council approves the Montclair Place District Specific Plan associated with Case No. 2018-13 for the 104.35 acres of property bounded by and including the right-of-way of Monte Vista Avenue on the west, the I-10 Freeway on the south, Central Avenue on the east, and the existing center line of Moreno Street on the north bounded by Central Avenue on the east, as set forth in the attached Exhibit "A".

SECTION 3. Approval of Amendments. Based on the entire record before the City Council, all written and oral evidence presented, and the findings of made in this Resolution, the City Council approves the Montclair Place District Specific Plan, as set forth in the attached Exhibit "B".

SECTION 4. Findings for Approval of the Montclair Place District Specific Plan. Based on the entire record before the City Council and all written and oral evidence presented, the City Council finds the proposed Montclair Place District Specific Plan promotes the goals and objectives of the General Plan and leaves the General Plan a compatible, integrated, and internally consistent statement of policies for the following reasons:

A. The adoption of the new MPDSP represents a comprehensive and bold vision of the future for the Plan Area. The MPDSP envisions the possible demolition of all, or a portion of, the existing mall, some, or all, appurtenant freestanding outbuildings, and portions of the existing surface parking lots and parking structure, to construct a new pedestrian-oriented, mixed-use downtown district.

B. The MPDSP will complement the goals and design strategies of the existing NMDSF that abuts the north boundary of the MPDSP. Both documents share common form-based code design standards and emphasis on high-quality design and materials. New standards for the Plan Area regarding existing and new land uses, setbacks and

building heights, parking, landscape, and signage to guide the formation of a distinctive and attractive “downtown” streetscape and development pattern.

C. The MPDSP provides the framework to implement a mix of uses including housing at various densities and integrated ground floor retail and office uses. All new projects within the MPDSP boundaries will be subject to outside architectural review prior to consideration by the Planning Commission. Subsequent to Commission approval, all major projects in the Plan Area would be forwarded to City Council for final consideration and determination.

D. The MPDSP is consistent with the General Plan in that the MPDSP proposal encompasses a large land area with defined boundaries and adequate shape (a crisp polygon) uniquely situated to facilitate the goals of developing a plan consistent with the General Plan’s policy to establish an effective balance of land use, circulation, transportation, community design, commercial and housing all of which are objectives contained in the MPDSP

SECTION 5. California Environmental Quality Act. Based on the entire record before the City Council and all written and oral evidence presented, the City Council finds the adoption of the Montclair Place District Specific Plan evaluated in the Environmental Impact Report prepared for the project (SCH#2019050011), which was certified by the City Council in Resolution No. 20-3288. All of the environmental impacts associated with the Montclair Place District Specific Plan have been fully disclosed and mitigated, to the extent possible, in the Environmental Impact Report. No further environmental review is necessary.

SECTION 6. Certification; Publication. The City Clerk shall certify to the passage of this Ordinance and cause the same to be posted pursuant to Government Code Section 36933.

SECTION 7. Custodian of Records. The location and custodian of the documents and any other material, which constitute the record of proceedings upon which the Planning Commission based its decision, is as follows: Director of Community Development, Community Development Department, City of Montclair, 5111 Benito Street, Montclair, California 91763, or by telephone at (909) 625-9477.

SECTION 8. Effective Date. This Ordinance shall become effective thirty (30) days following its adoption.

APPROVED AND ADOPTED this XX day of XX, 2020.

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. 20-992 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2020, and finally passed not less than five (5) days thereafter on the XX day of XX, 2020, by the following vote, to-wit:

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

Andrea M. Phillips
City Clerk

EXHIBIT "A"
CASE NO. 2018-13 - MONTCLAIR PLACE DISTRICT SPECIFIC PLAN
PLAN AREA

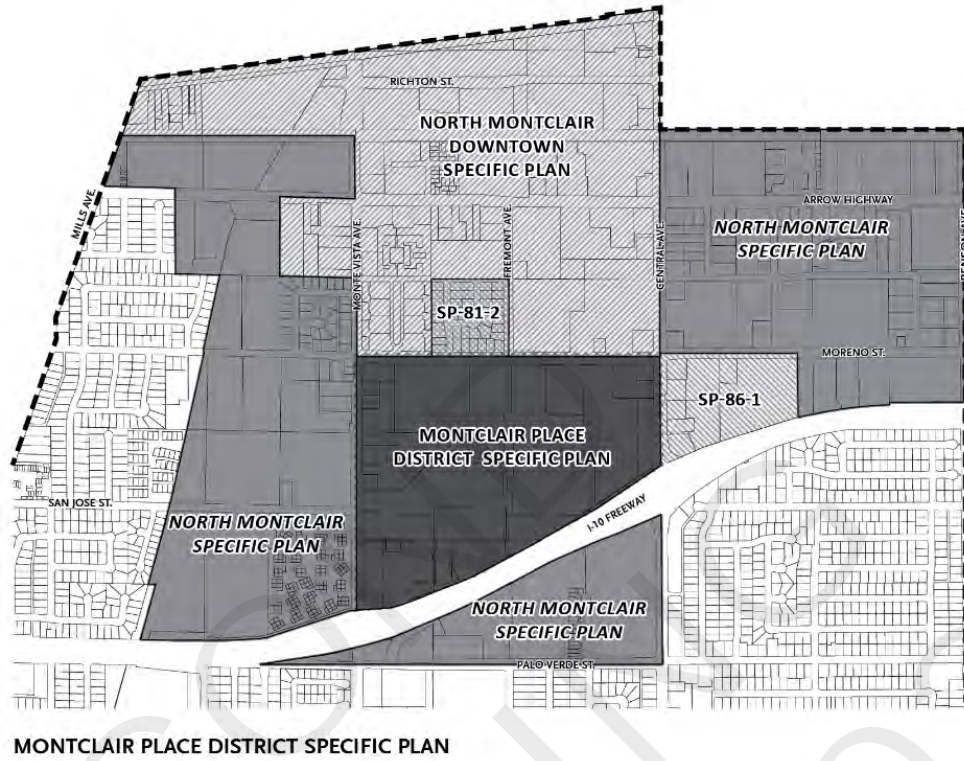


LEGEND
■ Plan Area Boundary

MONTCLAIR PLACE SPECIFIC PLAN
September 21, 2020

SECRET
READY
10/05/2020

EXHIBIT "B"
CASE NO. 2018-13 - MONTCLAIR PLACE DISTRICT SPECIFIC PLAN



LEGEND	
	City of Montclair Boundary
	North Montclair Specific Plan
	North Montclair Downtown Specific Plan
	Specific Plan SP-81-2
	Specific Plan SP-86-1
	Montclair Place District Specific Plan

MONTCLAIR PLACE SPECIFIC PLAN
September 21, 2020



CITY COUNCIL AGENDA REPORT

DATE:	OCTOBER 5, 2020	FILE I.D.:	PLC150/CYC265
SECTION:	PUBLIC HEARINGS	DEPT.:	ADMIN. SVCS.
ITEM NO.:	B	PREPARER:	A. PHILLIPS
SUBJECT:	SECOND READING — CONSIDER ADOPTION OF ORDINANCE NO. 20-993 AMENDING THE QUALIFICATIONS TO SERVE ON THE MONTCLAIR PLANNING COMMISSION		

REASON FOR CONSIDERATION: Recent changes to state law dictate that appointments to civil offices cannot have a U.S. citizenship requirement. Because U.S. Citizenship is a prerequisite to voter registration, and voter registration is listed as a requirement in the Montclair Municipal Code (MMC) to be eligible for appointment as a member of the Planning Commission, the MMC must be amended to remove this requirement.

The City Council is requested to conduct the first reading of Ordinance No. 20-993 amending qualifications for the Montclair Planning Commission and set a public hearing for Monday, October 5, 2020, at 7:00 p.m. to consider conducting a second reading and adoption of Ordinance No. 20-993.

BACKGROUND: On October 12, 2019, the Governor of California signed Senate Bill 225 (SB 225), which amended §1020 of the California Government Code (GC). As amended by SB 225, GC §1020 reads as follows:

(a) *A person is eligible to hold an elective civil office if, at the time of election, the person is 18 years of age and a citizen of the state.*

(b) *Notwithstanding any other law, a person, regardless of citizenship or immigration status, is eligible to hold an appointed civil office if the person is 18 years of age and a resident of the state.*

(c) *Notwithstanding any other law, a person appointed to civil office, regardless of citizenship or immigration status, may receive any form of compensation that the person is not otherwise prohibited from receiving pursuant to federal law, including, but not limited to, any stipend, grant, or reimbursement of personal expenses that is associated with carrying out the duties of that office.*

MMC § 2.16.040 currently reads as follows:

2.16.040 - Qualification for office.

In order to qualify as a member of the Planning Commission, a person shall be a legally registered voter in the City of Montclair.

Staff and the City Attorney are in agreement that MMC §2.16.040 no longer complies with GC §1020, and should be amended to read as follows:

In order to qualify as a member of the Planning Commission, a person shall be at least 18 years of age and a resident of the City.

This law applies to all appointed bodies. The Community Activities Commission (CAC), established by the City Council via Resolution, requires appointees to be residents and does not hold the requirement for appointees to be registered voters or U.S. citizens, therefore no amendment is required for the qualifications to serve on the CAC.

FISCAL IMPACT: There would be no significant fiscal impact related to this action.

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

1. Conduct the second reading of Ordinance No. 20-993 amending the qualifications to serve on the Montclair Planning Commission; and
2. Adopt Ordinance No. 20-993 amending the qualifications to serve on the Montclair Planning Commission.

ORDINANCE NO. 20-993

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING THE QUALIFICATIONS TO SERVE ON THE MONTCLAIR PLANNING COMMISSION

WHEREAS, Article XI, Section 7 of the California Constitution provides that the City of Montclair may make and enforce within its limits all local ordinances and regulations not in conflict with general laws; and

WHEREAS, on October 12, 2019, the Governor of California approved Senate Bill No. 225 (SB 225), which amends Section 1020 of the California Government Code (GC §1020); and

WHEREAS, GC §1020, as amended by SB 225, reads as follows:

(a) A person is eligible to hold an elective civil office if, at the time of election, the person is 18 years of age and a citizen of the state.

(b) Notwithstanding any other law, a person, regardless of citizenship or immigration status, is eligible to hold an appointed civil office if the person is 18 years of age and a resident of the state.

(c) Notwithstanding any other law, a person appointed to civil office, regardless of citizenship or immigration status, may receive any form of compensation that the person is not otherwise prohibited from receiving pursuant to federal law, including, but not limited to, any stipend, grant, or reimbursement of personal expenses that is associated with carrying out the duties of that office; and

WHEREAS, the City of Montclair finds that Section 2.16.040 no longer complies with GC §1020 in light of the amendments established under SB 225.

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

SECTION I. Section 2.16.040 of the Montclair Municipal Code is hereby amended to read as follows:

2.16.040 - Qualification for office.

In order to qualify as a member of the Planning Commission, a person shall be at least 18 years of age and a resident of the City.

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

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

SECTION IV. 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, 2020.

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. 20-993 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2020, and finally passed not less than five (5) days thereafter on the XX day of XX, 2020, by the following vote, to-wit:

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

Andrea M. Phillips
City Clerk

SECOND
READING
10/05/2020



CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 5, 2020 **FILE I.D.:** LDU350/LDU375/ENV075
SECTION: PUBLIC HEARINGS **DEPT.:** COMMUNITY DEV.
ITEM NO.: C **PREPARER:** M. DIAZ
SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 20-3285 APPROVING TENTATIVE TRACT MAP NO. 20273 TO SUBDIVIDE A 6.68-ACRE SITE INTO SIX NUMBERED PARCELS AND ONE LETTERED LOT FOR A PUBLIC PARK AND APPROVING PRECISE PLAN OF DESIGN NO. 2017-20 AND A PARKING MANAGEMENT PLAN FOR A MIXED-USE PROJECT WITHIN THE STATION DISTRICT OF THE NORTH MONTCLAIR DOWNTOWN SPECIFIC PLAN

REASON FOR CONSIDERATION: Final review authority for all subdivisions of land requests, and entitlements associated with development projects within the boundaries of the North Montclair Downtown Specific Plan (NMDSP) lies with the City Council.

A public hearing for this item was originally set for City Council review on September 21, 2020. However, the item was continued at staff's request (in consultation with the developer) to further refine the proposed conditions of approval. The City Council opened the hearing for public comment, at which none was received, and then voted to continue the public hearing for the item to Monday, October 5, 2020.

A copy of proposed Resolution No. 20-3285 is attached for the City Council's review and consideration.

BACKGROUND: *The Village at Montclair* project, initiated by Village Partners Ventures LLC, is a proposed mixed-use development project on 6.68 acres of land within the NMDSP. The subject property is located within the Station District zoning area of the North Montclair Downtown Specific Plan (NMDSP). The Arrow Station residential community is on the west, Montclair Transcenter on the north, and the Pep Boys auto store and self-serve car wash on the east.

Copies of the plans for the project have been distributed to the City Council and are also available to view on the City's website at:

<https://www.cityofmontclair.org/comfit/cd/2020-08-24-VAM-VP.pdf>

Project Description

The project involves the development of approximately 373,660 square feet of new residential and commercial space (not including the parking garage). The commercial ground floor lease space is approximately 25,143 square feet in area. The residential component of the project includes a maximum of 360 dwelling units, including 330 permanent apartment units, and 30 additional Flex Units used as interim residences within the ground floor commercial lease space of each building. The project also features a multi-level parking structure, the dedication of 0.22-acres for a public park, and public pedestrian easements to link the project to the Arrow Station project to the west and the Montclair Transcenter to the north side of the site.

Tentative Tract Map No. 20273

The proposed tentative tract map is designed to create six (6) numbered lots and one (1) lettered lot for a public park from the existing 6.68-acre site (Exhibit “A”). The new lots, ranging in size from 0.52 to 1.31-acres in size, are arranged around the “U” shaped public street configuration that connects at two points to Arrow Highway. The proposed street configuration also includes a street segment extending eastward to the east property line to establish a connection point for a future development on the adjacent parcel. The single lettered lot (“A”) is 0.22 acre in size and situated at the center of the site where it will be developed into a public park. Public parking would be allowed along the proposed public streets.

Tentative Tract Map No. 20273 The Village at Montclair – Lot Size and Site Improvements		
Lot	Size	Proposed Site Improvements
1	0.78 ac	Multi-story building – 28 parking spaces (9 tandem) 7.5'- wide aerial easement over public sidewalk Central Solid Waste Collection/Compactor facility
2	0.52 ac	Multi-story Building
3	0.72 ac	Multi-story Building
4	0.92 ac	Multi-story Building – 5-level Parking Structure – 483 spaces 10' wide public pedestrian easement
5	1.31 ac	Multi-story Building – Community Building ¹ 10'- wide public pedestrian easement
6	0.74 ac	Surface Parking Lot (27 spaces) and Dog Park Site of future Public Parking Structure ²
“A”	0.22 ac	Public Neighborhood Park
¹ Building 4 on Lot 5 is the proposed location for community building serving the project and includes leasing and management offices, a fitness center, meeting rooms, mail room, and community pool. ² Lot 6 is the parcel where the future public parking structure would be built on the subject site, as generally depicted in Figures 3-2 and 3-3 and described in 3.2.F of the NMDSP.		

The tentative map also includes three (3) public easements, two of which are located on Lots 4 and 5. These easements are intended to facilitate public pedestrian access to the site from the west (the Arrow Station community) and from the site to the Montclair Transcenter immediately north of the site across the rail lines. The third is an aerial easement at the north side of Building 1 to allow the design of the building to extend over the public sidewalk.

The NMDSP envisions the construction of a public parking structure somewhere on the subject site for use as short-term parking to support future commercial uses in the area. The parking structure in Building 4 is a private structure and is needed to meet parking requirements for the residential portion of the project. Based on the proposed subdivision and project site plan, Lot 6 would be the parcel where the future public parking structure would be constructed. Since the timing for construction of the future parking structure is unknown at this time, parking spaces on Lot 6 would be “temporary” until the new structure is built or the NMDSP is officially amended to allow for a different use.

Public Park

The proposed public park is located at the center of the site and intended to provide an open space area to be used by future residents for open space, passive recreational activities, and public events. The new park is rectangular in shape, approximately 9,571

square feet (0.22-acre) in size, and has approximate dimensions of 54 feet wide by 190 feet long. Proposed park amenities include a tree-lined turf area, a pavilion, water feature, and seating.

Precise Plan of Design

The Village at Montclair mixed-use project consists of a total four (4) multi-level buildings (up to five stories) situated around a centrally located public park (Exhibit “B”). As mentioned, the project includes a pedestrian link to the Arrow Station residential development (through Building 4) to the west and a north link to the Montclair Transcenter.

As a mixed-use development, the project provides approximately 25,174 square feet of commercial lease space located primarily on the ground level of Buildings 1, 2, and 4. The remaining ground level of Buildings 2 and 3 and all upper levels would be dedicated to residential units. The maximum number of dwelling units proposed by the developer for the project is 360 units, which includes 30 ground level commercial spaces used as interim residential units known as Flex Units. Flex Units would be used as interim residential units until market conditions are such that commercial uses can be permanently established. Flex Unit locations are depicted on Page 10 (First Floor Plan) in the set of plans for the project.

The breakdown of the number, distribution, and sizes of the proposed units (including Flex Units) for the project are provided in the following tables:

The Village at Montclair – Dwelling Units (Non – Flex Units)		
<i>Building</i>	<i>Stories</i>	<i>Residential Units</i>
1	3-5	69 Units
2	3-4	52 Units
3	3-5	79 Units
4	3-5	130 Units
Total		330 Units¹

¹Total count excludes Flex Units as residential units noted in Table below: Flex Units

The Village at Montclair – Apartment (Non – Flex Units) Size Range and Number		
<i>Floor Plan</i>	<i>Size Range</i>	<i>Number of Units</i>
Studio	413 – 613 s.f.	77
1 Bedroom	613 – 948 s.f.	150
2 Bedrooms	953 – 1,137 s.f.	88
3 Bedrooms	1,302 – 1,319 s.f.	15
Total		330 Units

The Village at Montclair – Flex Units¹		
<i>Building</i>	<i>Flex Units¹ (Ground Level)</i>	<i>Square Feet</i>
1	10	7,911 s.f.
2	7	7,014 s.f.
3	1	686 s.f.
4	12	9,563 s.f.
Totals	30 units	25,174 s.f.

¹Commercial spaces that may be used as interim residential units

Parking

NMDSP parking requirements for residential units is 1.5 spaces per unit, plus one visitor space per four units. Commercial space requirements are one space per 300 square feet of gross floor area. Based on these standards required parking for the mixed-use project would be 662 total spaces. However, the developer is seeking City Council approval of a 15 percent overall reduction in parking as provided for by the NMDSP. The applicant/developer must obtain City Council approval to be eligible for the parking reduction. In recent years, the Arrow Station and Alexan-Montclair projects were approved with the full reduction in parking.

As required for all projects, the applicant has submitted a Parking Management Plan (PMP) for the project and is seeking City Council approval (Exhibit "C"). For design purposes, parking for the project assumes approval of the full 15 percent reduction and is designed with that in mind. The following table indicates required and proposed parking for the project:

The Village at Montclair – Parking Summary			
<i>Use</i>	<i>Standard</i>	<i>Parking Required</i>	<i>Parking Provided (w/ proposed 15 percent reduction)¹</i>
Residential – 330 units	1.5 per unit 1:4 visitor	495 spaces 83 spaces	421 spaces 71 spaces
Sub-Totals		578 spaces	492 spaces
Commercial – 25,174 s.f.	1:300 s.f.	84 spaces ¹	70 spaces
Totals		662 spaces	562 spaces

¹ Parking total indicated based on 15 percent reduction request subject to City Council review and approval.
² Commercial uses may utilize short-term parking on public street

In light of the above introduction, proposed on-site parking totals 538 spaces, and 598 spaces overall which includes on-street short-term public spaces for visitors and future customers as shown below:

Village at Montclair – Parking Provided Summary	
<i>Type/Location</i>	<i>Quantity Provided*</i>
Parking Structure (5 Levels)	483 spaces
Lot 1 – Surface	28 spaces (9 tandem)
Lot 6 – Surface	27 spaces
Sub-Total ¹	538 spaces
Public Street Parking	60 spaces
Grand Total	598 spaces total

¹ Number of spaces are based on a 15 percent reduction, if approved by the City Council

The five-level parking structure incorporated into Building 4 would provide the bulk of the spaces at 483, intended for residents, some guests, and employees of the management company. The other parking locations are 28 surface parking spaces behind (east side) of Building 1 on Lot 1 (28 spaces). Lot 6 has 27 spaces providing an interim parking area until a parking structure is eventually built on the site.

The developer also proposes to manage on-site parking for the residents by assigning the number and the location of parking spaces for each residential unit. All on-street parking would be for public use on a short-term basis (length of time to be determined by the City) for visitors and customers of commercial uses in the project

area. Public on-street parking spaces would not be assignable to any resident or a commercial use in the project.

Basic Elements of the Parking Management Plan

- **Application Process:** As part of the initial rental application process, all potential renters will be given written notice of on-site parking conditions and requirements. Further, the PMP will be available at all times on the project's website and referenced in the executed lease agreement. Lease agreement, will require a signed acknowledgment that the resident(s) agree to the terms of PMP.
- **Parking Stalls:** All parking stalls within the project (not public street parking spaces) will be identified by number to allow for easy monitoring of parking within the project site. Parking stall and unit designations are shown on a site plan within the PMP with a parking matrix identifying specific unit numbers, types, and stall assignments.
- **Assigned Spaces:** All dwelling units will be assigned a minimum of one parking space within the project area. Tandem stalls will be assigned to two-bedroom units. Not all two-bedroom units within the project will have two assigned spaces. Property management will also inform potential tenants that parking spaces within adjacent developments are not available for their use.
- **Guest Parking:** Short-term guest parking is available for visitors and future customers on public streets within the development. Any extended-time parking would be accommodated on lots or within parking structures located on private property. Under no circumstances shall residents or guests be assigned a space on a public street and/or public parking lot/structure. The property manager shall be responsible for providing and managing on-site guest parking passes.
- **Parking Permit Program:** Vehicle license plates and descriptions of vehicles assigned with each unit are registered in an electronic database maintained by Property Management. In addition, vehicles will be issued a numbered and branded windshield decal at move-in and voided upon lease termination.
- **Enforcement:**
 - The developer will install regulatory signs for on-site parking areas and structures under their control. Project signs shall state that unauthorized vehicles will be towed at vehicle owner's expense.
 - The Property Management Company will retain the services of a licensed, qualified tow company and provide emergency contact information signage within the property and will meet the signage requirement of the Montclair Municipal Code.
 - Property Management Company shall be responsible for noting and enforcing all on-site parking violations. Public street parking enforcement shall be the responsibility of the Montclair Police Department.

Solid Waste Removal Plan

The applicant has prepared a draft Solid Waste Removal Plan (SWRP) to address the collection and disposal of solid waste and recyclable materials generated by the project.

The plan proposes preliminary collection points for each multi-story building, then transferred to a final (central) collection site. The central collection point would be developed on the east side of the site behind (east side of) Building 1 and equipped with trash compactors. When full, the compacted solid waste materials would be picked up by Burrtec (current solid waste provider) for disposal off site. The SWRR would also address the collection of organic waste and bulk items.

Architecture

The proposed architecture of the project is generally described as variations of the geometrical shapes, details, colors, and materials associated with the Southern California Mediterranean style. According to the project architect, Torti Gallas and Partners:

“The design of the architecture is structured in ways to allow the residents of the village to enjoy the inviting Mediterranean type climate of Montclair. The architectural facades draw from both Spanish and Italian variants that arrived in Southern California over a century ago, having endured and evolved with the times. The architectural facade identities are in varying widths, each of which create a scale that will promote the village character, pedestrian scale and walkable streetscapes.”

Each of the proposed three to five-story buildings features a mix of architectural design details such as strong cornices, wrought iron balconies, deep-set classically proportioned windows, stucco with GFRC or formed-metal cornices, stone trim, and clay style details, stucco moldings, timber-trimmed verandas on upper levels and bracketed timber balconies with tile roofs. Architectural elements are extended to all sides of the buildings, except the north and west sides of the parking structure in Building 4. The north (facing the Montclair Transcenter) and west sides of the parking structure feature a complementary design that includes simple design details reminiscent of the “Art Deco” style.

Building 4 is intended and designed to be the key focal point of reference for the project and includes a clock tower feature on axis with the northern terminus of Fremont Avenue. Building 4 also includes the courtyard area that will provide a public pedestrian access point from the site to the Montclair Transcenter on the adjacent property to the north.

Landscaping/Hardscape

The applicant has submitted a comprehensive landscape conceptual plan for the project site. The selection and distribution of plant materials are intended to complement the urban context established with the project and the proposed architecture of the buildings. In addition to trees and shrubs, these spaces will include several decorative elements such as group seating and tables, string lighting, benches, grills, fire pits, decomposed granite, enhanced paving finishes, etc.

The proposed tree and shrub palettes feature a wide variety of plant materials, the majority of which are drought tolerant. The proposed tree list includes Washingtonian and Date Palms, Camphor, Chitalpa, Strawberry, Crape Myrtle, Pine, and Olive trees. The shrub list includes Agaves, Boxwood, Ceanothus, Cistus, Italian Cypress, Lavender, and ornamental grasses. Lastly, the landscape plan does include street trees for each public

street segment but the specific species have yet to be determined. When the street tree selections are finalized they will be in accordance and complementary to the final landscape plans adopted for improving the Arrow Highway and Fremont Avenue streetscape adjacent to the project site.

Discussion

For the past few years, City staff has worked with the applicant, their architect, and the City's architectural design consultant to ensure the project was developed in accordance with the development standards and guidelines of the NMDSP. Staff supports the proposed project, as it will result in an immediate and significant transformation the appearance of the site and surrounding area. The subject site is currently comprised of an old industrial structure and vacant areas. Moreover, the improvements with this project will meet the objectives of the NMDSP.

As the City's first mixed-use project, and key project in implementing the goals of the NMDSP, the project requires close attention to details. The project site is ideally located and designed to provide direct public pedestrian access to the Montclair Transcenter. As more development occurs within the boundaries of NMDSP, this project will serve as the key element in providing the essential link for access to and from the Montclair Transcenter and surrounding development.

Overall, the project is well designed, visually attractive, and consistent with the intent and design goals of the NMDSP. When completed, *The Village at Montclair* will be the key development of NMDSP that establishes a central town square and provides the physical means to link pedestrians to existing and future developments and the Montclair Transcenter and various transit services it provides. Moreover, the neighborhood created by the project continues expansion of a developing walkable, pedestrian-oriented, retail, and residential "place."

Tentative Tract Map

Staff finds the proposed tentative tract map design to be appropriate and a logical means for supporting the anticipated development of the site. The proposed lot design around a central open space/park is ideal and the lot sizes will be of adequate size and dimension to accommodate the proposed buildings. The street configuration will provide good access and allow for appropriate internal pedestrian and vehicular circulation. The proposed public street within the project boundaries will be fully improved and serve to implement the eventual goal of a linked street system that promotes walkability and connectivity to adjacent properties and uses, including the existing transit center.

Precise Plan of Design

The architecture of the project makes a bold statement about the City and its emerging importance as a destination point in the Inland Empire and east end of Los Angeles County. The project will simultaneously present an attractive face to those traveling by train and to motorists on Arrow Highway. Moreover, it will complement the plans for remaking the nearby Montclair Place as envisioned in the proposed Montclair Place District Specific Plan.

The project would be consistent with the intent of the "Station District" (SD) land use designation for the site, which states in part, that the SD zone is intended to be the:

"... social and commercial heart of the North Montclair. It will be anchored by the MetroLink/Gold Line train station to the north, and contain compact, walkable mixture of housing and community-oriented retail."

A significant feature exemplifying how the project meets the design goals of the NMDSP is the attention to careful massing and varied building heights for each building that eliminates uniform building heights and monotonous building facades. There is a distinct base, middle and top to each of the buildings. There are projecting elements such as lower level roofs, canopies, balconies, and bay windows that help lower the scale of the massing to a more pedestrian level. As such, the project architecture is relatively simple in form and utilizes an appropriate range of architectural details and application of durable materials that will be long lasting. Architectural design and details are extended to all sides of the buildings. Staff believes the project architecture and colors selected for the project will help provide a comfortable level of distinction from the adjacent developments. The final architectural details for the project are subject to refinement as part of the review process for NMDSP projects by the City's consultant for Architectural Design.

Including Flex Units as interim dwelling units, the total number for the project is 360 units, achieving a density of 61 units per acre, which is consistent with the minimum density level of the SD zone. Without the Flex Units, the unit count is reduced to 330 units for a project density of 56 units per acre, approximately seven percent less than the minimum. If approved, this project will represent the highest density level achieved by any new project in the NMDSP plan area. As a mixed-use project, *The Village at Montclair* also represents a significant advancement of the transit-oriented goals set forth by the NMDSP, including the provision of pedestrian access to the Montclair Transcenter.

Lastly, staff finds the proposed conceptual landscaping plan, including hardscape elements, to be well done and appropriate for the proposed architecture and urban setting created by the project. Plant materials, the majority of which are drought tolerant, are well distributed around the site, and add visual interest. Lastly, parkway landscaping for the new public streets will continue the street theme and appearance established by recent developments such as *The Paseos*. A condition of approval would require the developer to work with City staff on the final details of the landscape plan as it relates to the public park and public street frontages.

Flex Units

The project provides for approximately 25,143 square feet of ground-level commercial lease space dispersed to all buildings. Both the developer and City agree that the integrity of the site as a mixed-use development is important for maintaining consistency with the NMDSP. However, the City recognizes the need to establish a solid residential base prior to the attraction of commercial/office users and is supportive of the proposed designation of ground floor spaces as Flex Units for interim use. From the City's standpoint, the residential use of Flex Units is considered a temporary use, until such time market conditions allow for Flex Units to be converted to local serving commercial uses.

Exhibit B indicates the location of Flex Units for the project, and shows the locations specifically targeted for future use as restaurants. To establish guidelines for the proposed Flex Units, conditions of approval have been added to the proposed Resolution of Approval. These conditions contain a procedure for converting the Flex Units from commercial to a residential use based on market conditions pursuant to a Retail Market Analysis prepared by an independent third party consultant jointly approved by the property owner/property management company and the City.

Parking and Parking Reduction Request

As noted earlier, the design of the project anticipates City Council consideration in approving the full 15 percent reduction in the number of spaces as done for previous projects. In addition to refining the overall site plan for parking, the applicant/developer also prepared a Parking Management Plan to address the mixed-use nature of the project. Staff believes the distribution of parking for the project is appropriate to meet the overall needs of the mixed-use nature of the project, and in keeping with the goals of the NMDSP for developing a transit-oriented district (TOD) within a half-mile of public transportation.

However, to ensure that parking for residents, guests, employees, and future customers remains sufficient and readily available, proper and effective management is imperative. The applicant (developer) is aware of the City's concerns to properly control parking and has confirmed their commitment to fully implement the provisions of the proposed PMP. The Parking Management Plan, if approved, would assign parking spaces for every unit and limit the number of assigned spaces accordingly. The bulk of assigned resident parking is located in the parking structure in Building 4 and on surface parking behind Building 1. Parking on Lot 6 also provides an additional 27 spaces for the east side of the project, but is also a site for the development of a future public parking structure. Since the timing for construction of a future parking structure is unknown at this time, parking spaces on Lot 6 would be "temporary" until a new structure is constructed, or the NMDSP is amended to allow for a different use. Although not all residents may have the most conveniently located parking space, the spaces will be in secure locations and within easy walking distance of the units.

Concerning parking for visitors and future customers of retail and food uses, the project relies on 61 on-street public parking spaces for short-term use. As public spaces, street parking spaces would not be assignable to tenants nor reserved for long-term parking purposes (e.g., transit riders or long-term guests). The Montclair Police Department will be responsible for enforcement of parking matters on the public streets within the project.

Based on the proposed PMP, staff believes that parking can be effectively maintained by the developer and recommends approval of the requested parking reduction and the ability to count street parking toward the overall number of required short-term parking spaces to support future commercial uses within the project.

Property Maintenance/Management

When completed, management of the project will be conducted by an on-site, institutional quality professional property management company with an on-site manager to oversee all management, leasing, and maintenance functions for the

development. The selection of the property management firm retained by the property owner is subject to the approval of the Executive Director of Public Safety/Police Chief.

As part of the condition to provide property management, the applicant will be required to record a Regulatory Operations Agreement against the entire property providing for the perpetual maintenance of all buildings and on-site improvements, including private parking areas and roadways, retaining walls, drainage facilities, and water and sewer systems.

Community Facilities District (CFD)

A CFD is required for the project to offset public service costs. The establishment of the CFD, which has been requirement since the NMDSP was originally adopted, would provide the means for collecting funds to maintain public improvements such as curb and gutter, sidewalks, paving, streetlights, street sweeping, signage, street furniture, public park elements and maintenance, and landscaping in the public right-of-way. The CFD would also serve to subsidize public safety services. City staff has begun the process of working with a consultant to lay groundwork and implement a CFD. Completion and City approval of the CFD will be a condition of approval before the final tract map can be recorded.

Solid Waste Removal Plan

A draft Solid Waste Removal Plan (SWRP) has been submitted for the project by the developer. The major elements of the SWRP have been addressed and is supported by staff and Burrtec, the City's current refuse hauler. The intended focus of SWRP is on the day-to-day operational standards to ensure that the collection and removal of solid waste from the site is appropriate, timely, and efficient. A completed SWRP (written operations and plans) specifically addressing several elements is a condition of approval for the applicant to complete prior to the issuance of building permits for the project.

Findings for Tentative Tract Map No. 20273

- A. The proposed subdivision of the 6.68-acre site is designed, to the extent feasible, to provide for passive or natural heating or cooling opportunities. The lot pattern and proposed arrangement buildings on the site are generally oriented, spaced, and designed to allow for access to adequate light and air. Each dwelling unit will have operable windows to allow for passive cooling provided by seasonal winds. Moreover, the project includes a formal open space area at the center of the project site, and several private open space areas dispersed throughout the development in the form of courtyards at each building, and community access to a pool. Moreover, the project will provide tree-lined streets and public park for shade, air filtering, and other environmental benefits.
- B. The proposed subdivision and the provisions for its design and improvement are consistent with the General Plan for the City of Montclair ("General Plan") and the applicable NMDSP:
 1. The Tentative Tract Map would provide for land uses compatible with the land use classification for the subject site by the General Plan and NMDSP. The overall goal of the General Plan is to promote good planning practices and orderly development within the City and to recognize the potential of

specific areas for special treatment. The proposed development of the 6.68-acre site and project design and improvements would be consistent with the General Plan land use designation for the site.

2. The Tentative Tract Map provides for land uses compatible with the "Station District" land use classification for the subject site in the NMDSP. Moreover, the design for the project is of a high quality and consistent with the high expectations of improvements for projects within the NMDSP.
- C. The subject site is physically suitable for the type and density of development proposed in the Tentative Tract Map given the overall size of the property. The site is 6.68 acres in overall area and is of a configuration that has sufficient width and depth to allow for orderly site development, the provision of open space areas between the proposed structures in the project, and sufficient setbacks from the adjacent single-family residential properties located to the west at the Arrow Station residential community. The project site is also located adjacent to fully-improved streets that will provide good access and allow for appropriate internal pedestrian and vehicular circulation. The proposed public streets within the project boundaries will be fully improved and serve to implement the eventual goal of a linked-street system that promotes walkability and connectivity to adjacent properties and uses, including a direct link to the Montclair Transcenter.
 - D. The subdivision design and improvements proposed in the Tentative Tract Map is not likely to cause substantial environmental damage nor substantially injure fish or wildlife or their habitat. As explained in the North Montclair Downtown Specific Plan Supplemental Environmental Impact Report (SCH#2016101001) ("SEIR"), the site is surrounded by urban development and streets, does not contain any bodies of water, and is not linked to any wildlife corridors. Further, the SEIR explains that the site does not contain any known habitats of significance including rare or endangered species of plant, animal, or insect life.
 - E. The subdivision design and type of improvements proposed in the Tentative Tract Map are not likely to cause serious public health problems because all development and public improvements will be performed per the requirements of all applicable standards and codes including the zoning and building codes. As a condition of approval, the applicant is required to submit an acoustical analysis demonstrating that interior noise standards of each unit will comply with Municipal Code requirements and applicable Mitigation Measures identified in the SEIR.
 - F. The subdivision design and type of improvements proposed in the Tentative Tract Map will not conflict with any easements acquired by the public at large for access through or use of the subject site because no such easements exist on the subject site. However, the map provides for new public easements specifically intended to allow for public access at key points in the new plan, and in particular or facilitate pedestrian public access from the site to the Montclair Transcenter.
 - G. The discharge of waste into the existing sanitary sewer system from the development proposed in the Tentative Tract Map will not cause a violation of existing requirements prescribed by the regional water quality control board. The entire project will be required to connect to a sanitary sewage system pursuant to California Plumbing Code and Municipal Code requirements. Sewer mains exist

in the Arrow Highway right-of-way and are in close proximity to the site to facilitate ease of connection.

Precise Plan of Design Findings

- A. The proposed mixed-use project is consistent with the "Planned Development" land use designation of the City's General Plan Land Use Map, and the Station District "SD" land use designation of the NMDSP. The SD land use district is intended to establish a denser, urban-oriented, fabric of buildings, appropriate for locations in close proximity to new and existing roadways. Moreover, the NMDSP depicts the site as the focal point of the plan given its central location and planned connection point to the Montclair Transcenter. When the aforementioned connection point is completed both sides of the NMDSP will be linked by easy access between the north and south sides of the NMDSP planning area. Lastly, the mixed-use development on subject site will serve as a catalyst to further attractive urban development on Arrow Highway.
- B. The proposed project would result in a significant improvement to the appearance of the area by redeveloping an underutilized area within the NMDSP into a well-designed mixed-use development, which makes efficient use of the site and complies with the intent and applicable development standards of the NMDSP. The 360 dwelling units proposed with this project amounts to 61 units per acre which is consistent with the low end of the SD density range of 60-80 dwelling units per acre, and the highest density rate to date within the NMDSP and City.
- C. The site plan, building form, massing, and height will contribute to the ongoing formation of the streetscape and development pattern envisioned by the NMDSP. The proposed mix of three, four, and five-story buildings and their arrangement on the site will contribute to the ongoing transformation and improvement of the Arrow Highway streetscape envisioned by the NMDSP.
- D. The proposed architectural design of the project as indicated on the submitted plans is well done, attractive, and complementary to recent development in the area. The design is distinctive and appropriate for the prominent role this site plays in the development of the NMDSP. Moreover, the project design is consistent with the architectural style guidelines depicted in the NMDSP, and features high-quality exterior materials and finishes and incorporates appropriate lighting, landscaping, and hardscape materials.

Planning Commission Review and Recommendation

On December 16, 2019, the project proposal and status report was presented to the City Council and the Planning Commission during a joint public workshop meeting.

The Planning Commission also conducted a public hearing on the project at its regularly scheduled meeting on August 24, 2020. By a vote of 5-0, the Planning Commission recommended that the City Council make findings pursuant to the California Environmental Quality Act and approve the project under Case No. 2017-20 pursuant to Resolution No. 20-1942.

Environmental Review

According to State CEQA Guidelines, Section 15182, when a public agency has prepared an EIR on a specific plan after January 1, 1980, no EIR or negative declaration need be prepared for the mixed-use project undertaken pursuant to and in conformity to that specific plan if the project meets the requirements of Section 15182. The main requirement of section 15182 that a project must satisfy is that the project cannot trigger any of the conditions in State CEQA Guidelines Section 15162 requiring subsequent environmental review. As long as subsequent environmental review is not triggered, and the project is consistent with the specific plan for which an EIR has been certified, then the city may find the project exempt from further CEQA review.

All potentially significant environmental impacts of the proposed project that could be mitigated to less than significant levels would be mitigated to less than significant levels with mitigation measures contained in the Mitigation Monitoring and Reporting Program for the NMDSP EIR. There are no changes to the significant and unavoidable impacts disclosed in the EIR. In sum, the project would not have one or more significant effects not discussed in the previously certified EIR, not have more severe effects than previously analyzed, and that additional or different mitigation measures are not required to reduce the impacts of the project to a level of non-significance.

For all of the reasons outlined above, the proposed residential project is consistent with and would be in conformity to the NMDSP, should it be approved by the City Council. Therefore, the project satisfies the first criterion in State CEQA Guidelines, Section 15182.

FISCAL IMPACT: Approval of *The Village at Montclair* project would result in positive, long-term economic benefits for the City. The project introduces the City's first mixed-use project offering new opportunities for combined residential, office, and commercial uses. The project would also serve as a key link to the Montclair Transcenter and be catalyst for continued improvements towards achieving a transit-oriented district. Lastly, property improvements to the existing underutilized property will enhance property values in the area and contribute to additional property tax revenue to the City.

The cost to advertise in the *Inland Valley Daily Bulletin* for the proposed entitlements is reimbursable by the Village Partners Ventures LLC, pursuant to a Reimbursement Agreement with the developer.

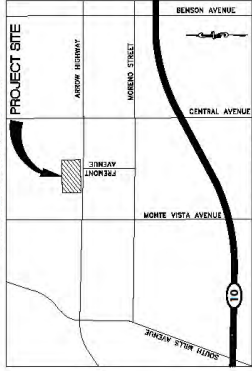
RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 20-3285 Approving Tentative Tract Map No. 20273 to subdivide a 6.68-acre site into six numbered lots and one lettered lot for a public park and approving Precise Plan of Design No. 2017-20 and a Parking Management Plan for a mixed-use project within the Station District of the North Montclair Downtown Specific Plan.

Exhibit A – Tentative Tract Map No. 20273

S:\Projects\2017\2020\10500\10500 Arrow Highway\Montclair CA\Design\Documents\1-Tract Map\10500 Sheet.dwg

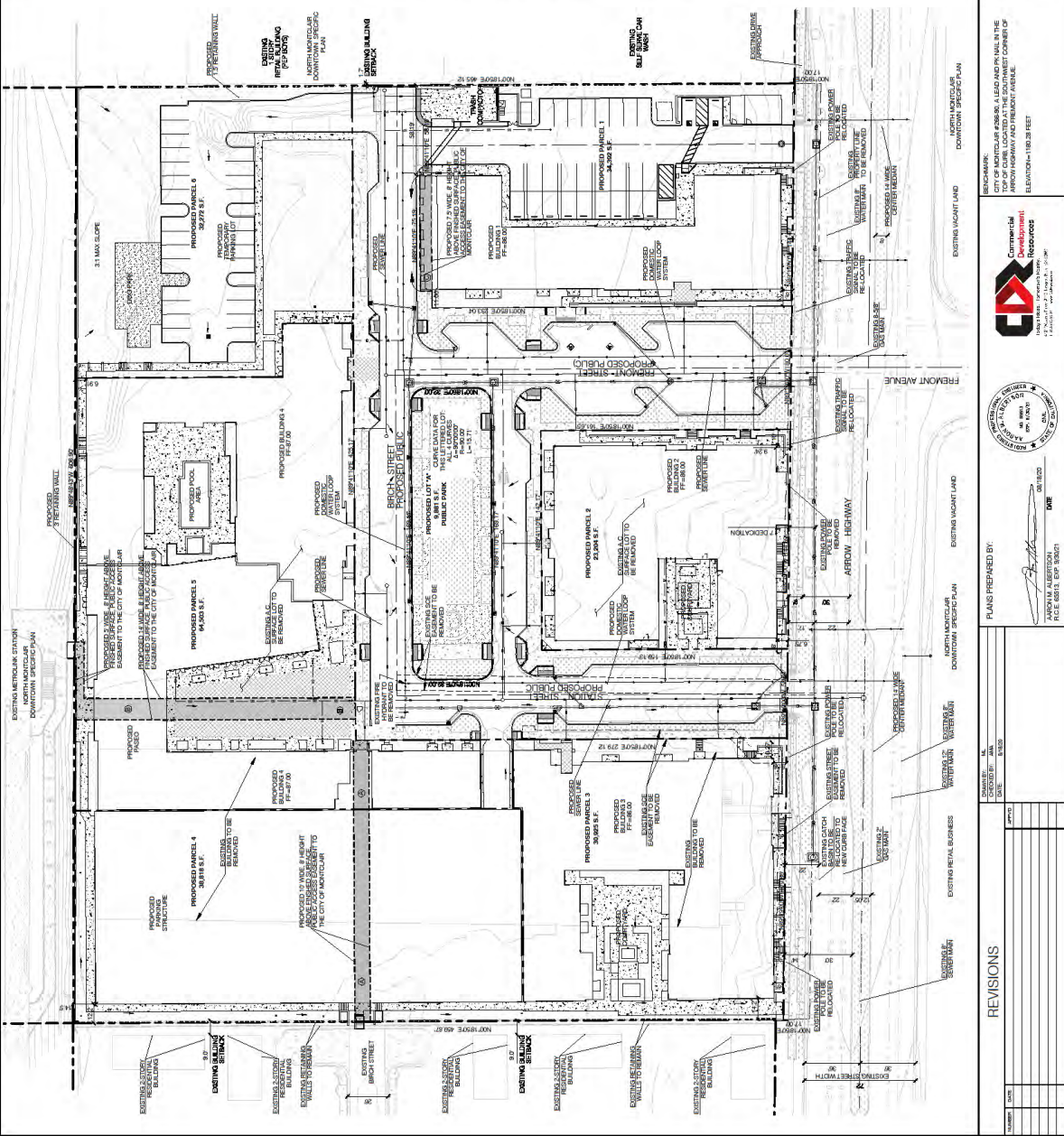
TENTATIVE TRACT NO. 20273

IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA
 LOT 107 AND THE WEST 2 ACRES OF LOT 016 OF COLLEGE HEIGHTS TRACT, AS SHOWN BY MAP OF RECORD IN RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA



OWNER: MIRIAM A. HENKELL TRUST
CIVIL ENGINEER: ARVIN ALBERTSON P.E.
SUBDIVIDER: VALAR PARTNERS VENTURES, LLC
ADDRESS: MONTCLAIR PLACE ARROW HIGHWAY
ASSISTING LEGAL DESCRIPTION: LOT 107 AND THE WEST 2 ACRES OF LOT 016 OF COLLEGE HEIGHTS TRACT, AS SHOWN BY MAP OF RECORD IN RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA
EXISTS ZONE: M-1 (MEDIUM DENSITY RESIDENTIAL)
PLANNED ZONE: M-1 (MEDIUM DENSITY RESIDENTIAL)
PLANNED ZONE MAP: 10/15/2019

PROPOSED EASEMENTS:
 1. PROPOSED 15 WIDE 8' HEIGHT ABOVE FINISHED SURFACE PUBLIC ACCESS EASEMENT TO CITY OF MONTCLAIR
 2. PROPOSED 15 WIDE 8' HEIGHT ABOVE FINISHED SURFACE PUBLIC ACCESS EASEMENT TO THE CITY OF MONTCLAIR
ABBREVIATIONS:
 BLDG: BUILDING
 BRK: BRICK
 CL: CLAY TILE
 CMU: CONCRETE MASONRY UNIT
 CR: CURB
 DM: DRAINAGE MANHOLE
 EX: EXISTING
 F: FINISH
 FS: FINISHED SURFACE
 H: HORIZONTAL
 M: MAXIMUM
 MIN: MINIMUM
 P: PROPERTY LINE
 PL: TOP OF FINISH FLOOR
 RL: TOP OF FINISH ROOF LINE
 SL: TOP OF FINISH SILL
 TYP: TYPICAL
 W: WALKWAY
 WM: WATER MAIN



EXISTING LEGAL DESCRIPTION: LOT 107 AND THE WEST 2 ACRES OF LOT 016 OF COLLEGE HEIGHTS TRACT, AS SHOWN BY MAP OF RECORD IN RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA
APN: 1007-701-01
SCALE: 1" = 30'

BENCHMARK: THE BENCHMARK IS THE INTERSECTION OF THE TOP OF CURB LOCATED AT THE INTERSECTION OF ARROW HIGHWAY AND FREEMONT AVENUE. ELEVATION = 118.28 FEET



PLANS PREPARED BY: ARVIN ALBERTSON
DATE: 08/15/2020
SCALE: AS SHOWN

NO.	DATE	DESCRIPTION

Exhibit B — Village at Montclair Project Site Plan Map

- 1 Concrete Pavement
- 2 Enhanced Paving
- 3 Sawcut Joints
- 4 Tile Pavers
- 5 Asphalt Paving
- 6 Cast-in-place Concrete Steps
- 7 Concrete Access Ramp
- 8 Decomposed Granite Surface
- 9 Cast-in-Place Seatwall
- 10 Planting Area
- 11 Central Lawn
- 12 Kiosk
- 13 Pool
- 14 Spa
- 15 Pavilion
- 16 Retaining Wall
- 17 Residential Patio
- 18 Water Feature
- 19 Outdoor Fireplace
- 20 Gail Area
- 21 Overhead Tents
- 22 Screen Wall
- 23 Monument Sign
- 24 Courtyard/Patio Tree
- 25 Fan Palm
- 26 Date Palm
- 27 Street Tree
- 28 Flowering Tree
- 29 Pine Tree
- 30 Blue Rock
- 31 Dog Run



VILLAGE PARTNERS, INC.
Developers



THE VILLAGE AT MONTCLAIR
MONTCLAIR, CA
AUGUST 19, 2020

AHBE
Landscape Architects

Torti Gallas + Partners
Town Planners and Architects



Exhibit B — Village at Montclair Project Site Plan Map

First Floor Plan



- ** FLEX UNIT, LIVE/WORK, RETAIL OR OFFICE (LEASING RESTRICTION PER CoA) (TOTAL SF, 2,312 SF)
- * FLEX UNIT, APARTMENT, LIVE/WORK, RETAIL OR OFFICE (LEASING RESTRICTION PER CoA) (TOTAL SF, 2,917 SF)
- APARTMENTS
- PRIME POTENTIAL COMMERCIAL/RESTAURANT LOCATIONS
- FLEX UNIT, APT. RETAIL OR OFFICE



VILLAGE PARTNERS, INC.
Developers

THE VILLAGE AT MONTCLAIR
MONTCLAIR, CA
AUGUST 19, 2020

Torti Gallas + Partners
Town Planners and Architects



The Village at Montclair

PARKING MANAGEMENT PLAN

August 19, 2020

I. Parking Management Plan Introduction

This Parking Management Plan (PMP) has been prepared for the Village at Montclair , a 360–unit apartment community located at 5050 E Arrow Highway in the City of Montclair (“City”). The Village at Montclair is comprised of up to 25,173 square feet of commercial ground floor “flex” space and 330 apartment units dispersed across the site in four multi–story buildings. The Village at Montclair is directly adjacent to the Montclair Transit Center and has direct access via an on–site tunnel.

The Village at Montclair is a mixed–use community within the boundaries of the North Montclair Downtown Specific Plan (NMDSP), a transit–oriented development (TOD) plan designed to link new development with the Montclair Transcenter. The Montclair Transcenter is currently served by local bus services, the Metrolink commuter rail, and is planned as terminus for Metro Gold Line light rail service extending from Los Angeles County. Moreover, The Village at Montclair mixed–use community is within a block of the Montclair Place regional shopping center.

The objective of the Parking Management Plan is to ensure available parking spaces are appropriately used by residents and their guests to eliminate parking conflicts. As part of a TOD, future residents of the Village at Montclair project are encouraged to take advantage of their key location between existing and developing public transportation alternatives, the shopping opportunities at Montclair Place, and other commercial retail and service businesses within easy walking and bicycling distances.

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Required on-site parking spaces shall be continually maintained and used for tenant parking throughout the life of the project as approved. None of the 562 parking spaces allocated on-site at the Village at Montclair mixed-use community shall be reduced and/or relocated without prior City Council approval.

See *Exhibit A* for location of on-site parking spaces for the project.

IV. Parking Space and Unit Summary

The following parking stalls are available for residents and guests:

<u>Parking Allocation for Project</u> Village at Montclair			
<i>Unit Type</i>	<i>No. of Units</i>	<i>Assigned Space¹</i> <i>(includes tandem space)²</i>	<i>Sub Total</i>
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Residential Totals	330	420	
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Residential + Visitor Total		496	
Flex/Retail	30	25,173/1:300 SF	71
Total Parking	360	562	

¹ Standard Parking Space
² Only 18 tandem spaces available. Tandem spaces shall only be assigned to and for parking vehicles assigned to the occupants of the same unit.

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<i>Location</i>	<i>Number</i>
Curb	52
Lot 6	27
Surface behind Building 1	10
Tandem Behind Building 1	18
Garage	483
<i>Total Parking Provided</i>	<i>590 spaces</i>

Guest and Street Parking Village at Montclair		
<i>Type of Parking Space</i>	<i>Number Required</i>	<i>Location</i>
Guest/Visitor	71	Garage
Street ¹	71	Internal Streets and Along Project Frontage
<i>Total Stalls</i>		<i>142 spaces</i>
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The objective of the PMP is to ensure available parking spaces are properly used by residents in an efficient manner at all times to minimize parking issues. The strategy to reach this objective entails focused regulations with a deliberate emphasis on user information and clear enforcement strategies.

Pursuant to the availability outlined above, which is consistent with the requirements of the NMDSP, the overarching objective of this PMP is to provide definitive parking regulations that are easily enforced by Property Management, yet simple to understand for the Project’s residents. This should result in the PMP contributing to a pleasant and safe living environment for residents and their guests, clarity with respect to management’s enforcement rights, and ultimately, the alleviation of residents seeking offsite parking in adjoining neighborhoods. The requirements in this PMP are designed to work together to meet the City’s parking management goals and requirements of the NMDSP and in support of other City regulatory efforts on public streets within in and/or adjacent to the project boundaries.

This objective is to ensure the available parking stalls outlined in Section 2 are utilized by residents as efficiently as possible and that parking regulations will be enforced by Property Management along with the Parking Management Plan contained in resident leases.

Each tenant on the lease agreement must sign the acknowledgement form in the PMP indicating their receipt of a copy of the Parking Management Plan, indicating their understanding of the parking constraints and regulations for the Village at Montclair mixed-use community.

VI. Parking Regulations

The parking guidelines include the following:

- A. Licensed and Operable Vehicles. All vehicles and motorcycles permitted to park at the Village at Montclair mixed-use community shall be legally registered with the State of California Department of Motor Vehicles (DMV) including current tags properly affixed to the vehicle pursuant DMV regulations. Further, all vehicles shall be maintained in operational condition at all times. At no time shall inoperable vehicles be allowed to remain on the premises.

- B. Cloud-Based Parking Management. Property management will utilize Parking Boss System (or equivalent), a cloud-based system that allows management to identify every vehicle on the property, set custom guest parking limits, provide detailed informational reports, and digitally track permits. All residents are required to register all vehicles make, model, color and license plate number with management upon signing a lease. Each resident will be provided with a “Smart Decal”, a window sticker with serial number and unique barcode that is accessible through smart phone validation. The Smart Decal allows for three kinds of scans: Public Scan, Patroller Scan, and Manager Scan. This Public Scan option allows any community member to use their smartphone for a quick barcode scan that displays the corresponding decal number, license plate of the vehicle it’s assigned to, space number it should be parked in, and most critically whether or not the decal is active or inactive. The Patroller Scan allows a patroller to scan a Smart Decal and see the unit number the vehicle belongs to—perfect in case of emergency or for a courtesy notice before towing. Upon Manager approval, Field Agents are able to see all the resident contact information as well. Field Agents can also add notes or record a violation. The Manager Scan function of the Smart Decal allows property management to instantly edit or pull up all information associated with permits and the permit holder’s contact information.
- C. Vehicle Registration. All residents will be required to register all vehicles make, model, color and license plate number with management upon signing a lease. All residents will then be provided a parking “Smart Decal” to identify vehicles assigned to tenant leases. All forms of vehicle identification will be unique to the project and must be placed on residents’ vehicles in specified locations on the vehicle where noted below:
1. Each unit will be assigned no more than one (1) parking space, except for larger units may be assigned an additional tandem parking space when such units/spaces are available and only where indicated on the approved site plan. Tandem spaces shall only be assigned to and for parking vehicles assigned to the occupants of the same unit.
 2. A resident Parking “Smart Decal” will be supplied to each resident to be placed on the registered vehicle owned by the resident. The decal must be displayed at all times on the vehicle in the Right corner of the windshield. Vehicle decals are not transferable.
 3. Each vehicle must park in its assigned space. Vehicles will be expressly prohibited from parking in any other stall than the vehicle’s assigned stall.
 4. Parking Decals shall be issued annually to each resident in the complex. Each resident shall affix the Decal on their vehicle.
- D. Parking Orientation. Prior to issuance of keys to new residents, all unit occupants with a driver’s license and/or provisional instruction permit will be required to attend a parking orientation with Project management. Each resident will be required to sign an acknowledgement of their attendance at the parking orientation. At the parking orientation, management will review all of the parking rules with the resident(s) so that the resident(s)

understand the parking rules related to parking, assigned parking spaces, and public street parking. Property management will utilize Parking Boss System (or equivalent), a cloud-based system that allows management to identify every vehicle on the property, set custom guest parking limits, provide detailed informational reports, and digitally track permits. This parking orientation will review this system with residents.

- E. Parking Acknowledgment in Lease or Rental Agreement. New residents shall also acknowledge the number of assigned parking spaces to be available for use by the new resident in their lease or rental agreement. This section of the lease or rental agreement shall state the consequences for violation of the PMP. The new resident shall initial this portion of the lease or rental agreement acknowledging parking terms.
- F. Guest Parking Notification. Tenants shall be notified that Village at Montclair mixed-use provides no on-street guest parking spaces. Moreover, parking spaces on adjacent public streets cannot be assigned as designated spaces for guests or visitors to the site. Parking spaces on public streets are only available for short-term use by the general public pursuant to the rules and regulations contained in the California Vehicle Code and Chapter 8.36.150 of the Montclair Municipal Code. Tenants are advised to notify their guests of this limitation. Visitor parking is available on the first floor of the garage under supervision of property management. All residents will be required to notify the Project's management of any overnight guests that utilize the Project's visitor parking areas. Residents will be required to provide management with the color, make and model and duration of their guests visit prior to, or immediately upon, said guest's arrival.
- G. Use of All Available Spaces. In the event that any spaces allocated to a unit are not used (e.g., a resident leases a 3-bedroom unit but only has one vehicle), the unused space may be made available for other residents' use. Additional spaces, however, will be capped at one (1) per unit so as to prevent a single resident from amassing surplus parking stalls to the detriment of other residents. Residents not utilizing all of their allocated spaces will receive a pre-agreed upon credit against their rent each month.
- H. Tandem Spaces. Tandem Spaces in the complex may only be used to park primary vehicles assigned to a specified unit. The Property Manager shall conduct an audit of tandem space usage twice annually to ensure that all residents are in compliance with this requirement.
- I. Parking of Vehicles or Motorcycles Only. Parking spaces shall be used only for the parking of registered and operable vehicles or motorcycles only. No parking space (including tandem spaces) shall be used for the purposes of storing personal belongings, storage containers of any size, commercial vans or trucks, inoperable vehicles, construction equipment/trailers, recreational vehicles or trailers, or other recreational equipment (e.g., water craft, etc.).
- J. Parking in Adjoining Neighborhoods. Residents are highly discouraged from parking in any adjoining neighborhood. Parking in existing neighborhoods invariably leads to existing resident complaints about and street parking and requests to restrict on street

parking. Residents of The Village at Montclair Project mixed-use community will be made aware of this issue during parking orientation.

- K. Parking on Public Streets. Street parking is open to use by the public and is only available for short-term parking for guest/visitors of Village at Montclair mixed-use community. Under no circumstances are street parking spaces assignable to tenants nor shall be reserved for such purposes. All persons parking vehicles on a public street are subject to the rules and regulations contained in the California Vehicle Code and Chapter 8.36.150 of the Montclair Municipal Code.
- L. Residential Parking. Parking for residents of the Village at Montclair will be provided in the parking structure. All residents will be assigned a space in the structure, and through the cloud-based parking management system, property management will be able to conveniently monitor resident parking and ensure residents are parked in their appropriate space. The only exception to residential parking in the garage is the 18 tandem spaces behind Building 1. In the following section, the allocation of these tandem spaces will be specified.
- M. Retail Employee Parking. Retail and Restaurant employees of the Village at Montclair will be encouraged to walk, bike, and take transit. Parking will be available as well, and employees will have the option of purchasing a parking permit to park on the first level of the garage. The first level of the garage will have 13 spaces available for permitted employee parking.
- N. Parking Structure. The parking structure will be secured by an electronic security gate. The first floor of the garage will provide additional parking for flex-retail uses and visitor parking. The second, third, fourth and fifth floor of the garage will be reserved for residential parking. T

VII. Parking Enforcement

Parking enforcement will be a collaborative effort between the Property Management and a parking enforcement company selected by the Property Management Company. The respective obligations of each party will be the following:

- A. Violation Policy. The Cloud Based Parking Management system manages permits and keeps track of all violations. If someone with a permit is in violation, any of the property management staff or courtesy patrol company can look up the permit holder's contact and unit information in order to advise the resident to move the car. A resident's first violation of the PMP will result in a warning notice and request to immediately comply with the provisions of the PMP within 12 hours of receipt of notice for the first violation. Failure to comply within the stated timeframe of the first violation notice will result in a second violation, then Project Management will serve the resident with a 3-Day Notice to Cure. If the violation is not cured within the prescribed timeframe of the second violation, penalty fines shall be attached to monthly rent with a Notice to Quit.

The Property Management group shall hire a local tow company to tow vehicles parked within the development that are determined to be in violation of these policies (e.g., have more than three violation warnings). If a car does have a permit, the management will allow a 24-hour grace period before towing. However, all these cars will be cited in the system and tracked.

- B. Parking Patrol. A Parking Patrol provider will make nightly parking patrols seven (7) days per week in the complex, and provide a nightly report to management summarizing the following:
1. Vehicles parked within the complex (excluding the public street) in violation of the PMP for corrective action by management.
 2. Any suspicious persons or activity.
- C. Management Property Tour. Project Management will enforce the PMP policies by performing the following:
1. Tour the complex twice daily (morning and early evening) to confirm that no vehicles are parked in violation of the PMP. Twice daily inspections are expected to be sufficient as parking is less of a premium during daytime working hours. Further, a log will be kept of Management's inspections that will be made available upon the City's request.
 2. Noticing residents of parking violations based upon either Management's observations of parking violations or those observed by the Parking Patrol provider.
 3. Management will then enforce the violation policy discussed in Section 6.
- D. Resident Self-Policing. Signs will be clearly posted on Project property indicating that vehicles can be towed if parked in violation of the parking policies. Residents shall inform Property Management of any vehicle using a parking stall in violation of the PMP.

VIII. Parking Management Plan Monitoring and Evaluation

The owner and/or property management company shall continuously monitor the effectiveness of the PMP for *Village at Montclair mixed-use* community, and provided periodic reports to the City of Montclair for evaluation and/or modifications to the PMP, if warranted to meet new issues related to parking. The provisions of the approved PMP shall not be amended with prior City review and approval of a modified PMP by the Montclair City Council.

IX. Parking Space Assignment

The Village at Montclair			
Residential Tandem Parking Assignments – Building 1			
	<i>Type</i>	<i>Parking Stall Number</i>	<i>Parking Space Type</i>
1	2B	67/68	Tandem–1 Standard & 1 Compact
2	2B	69/70	Tandem–1 Standard & 1 Compact
3	2B	71/72	Tandem–1 Standard & 1 Compact
4	2B	73/74	Tandem–1 Standard & 1 Compact
5	2B	75/76	Tandem–1 Standard & 1 Compact
6	2B	77/78	Tandem–1 Standard & 1 Compact
7	2B	79/80	Tandem–1 Standard & 1 Compact
8	2B	81/82	Tandem–1 Standard & 1 Compact
9	2B	83/84	Tandem–1 Standard & 1 Compact
Totals			
9 Units		18 Spaces	18 Tandem

The table above describes the allocation of non–garage residential parking. These 18 tandem spaces behind building 1 are the only residential parking allocations outside of the garage. All other residential parking is contained within the garage.

The Village at Montclair				
Parking Assignments – Visitor				
	<i>Type</i>	<i>Parking Stall Number</i>	<i>Location</i>	<i>Parking Space Type</i>
1	Visitor	G101	Garage 1st Floor	Single Space
2	Visitor	G102	Garage 1st Floor	Single Space
3	Visitor	G103	Garage 1st Floor	Single Space
4	Visitor	G104	Garage 1st Floor	Single Space
5	Visitor	G105	Garage 1st Floor	Single Space
6	Visitor	G106	Garage 1st Floor	Single Space
7	Visitor	G107	Garage 1st Floor	Single Space
8	Visitor	G108	Garage 1st Floor	Single Space
9	Visitor	G109	Garage 1st Floor	Single Space
10	Visitor	G110	Garage 1st Floor	Single Space
11	Visitor	G111	Garage 1st Floor	Single Space
12	Visitor	G112	Garage 1st Floor	Single Space
13	Visitor	G113	Garage 1st Floor	Single Space
14	Visitor	G114	Garage 1st Floor	Single Space
15	Visitor	G115	Garage 1st Floor	Single Space

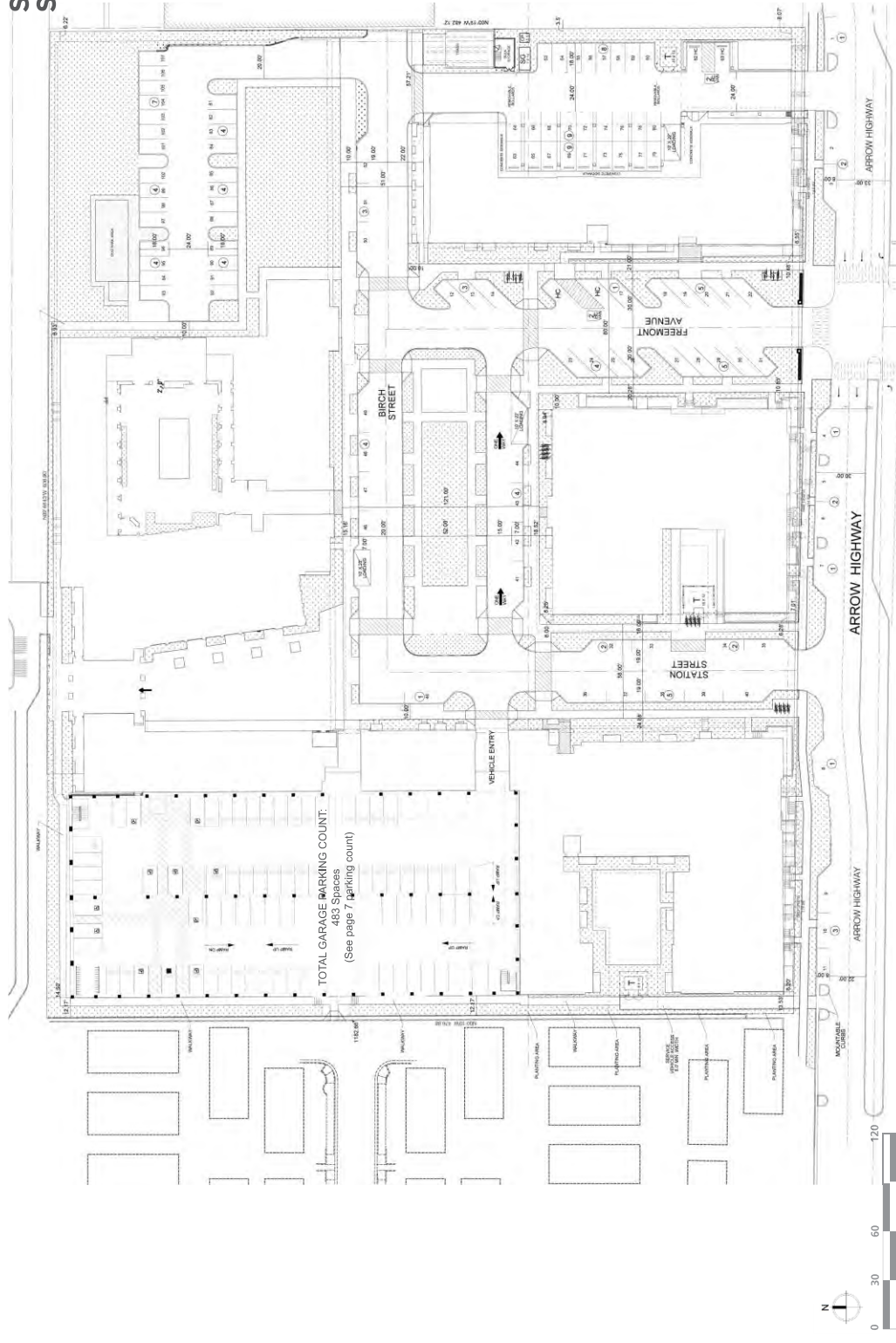
16	Visitor	G116	Garage 1st Floor	Single Space
17	Visitor	G117	Garage 1st Floor	Single Space
18	Visitor	G118	Garage 1st Floor	Single Space
19	Visitor	G119	Garage 1st Floor	Single Space
20	Visitor	G120	Garage 1st Floor	Single Space
21	Visitor	G121	Garage 1st Floor	Single Space
22	Visitor	G122	Garage 1st Floor	Single Space
23	Visitor	G123	Garage 1st Floor	Single Space
24	Visitor	G124	Garage 1st Floor	Single Space
25	Visitor	G125	Garage 1st Floor	Single Space
26	Visitor	G126	Garage 1st Floor	Single Space
27	Visitor	G127	Garage 1st Floor	Single Space
28	Visitor	G128	Garage 1st Floor	Single Space
29	Visitor	G129	Garage 1st Floor	Single Space
30	Visitor	G130	Garage 1st Floor	Single Space
31	Visitor	G131	Garage 1st Floor	Single Space
32	Visitor	G132	Garage 1st Floor	Single Space
33	Visitor	G133	Garage 1st Floor	Single Space
34	Visitor	G134	Garage 1st Floor	Single Space
35	Visitor	G135	Garage 1st Floor	Single Space
36	Visitor	G136	Garage 1st Floor	Single Space
37	Visitor	G137	Garage 1st Floor	Single Space
38	Visitor	G138	Garage 1st Floor	Single Space
39	Visitor	G139	Garage 1st Floor	Single Space
40	Visitor	G140	Garage 1st Floor	Single Space
41	Visitor	G141	Garage 1st Floor	Single Space
42	Visitor	G142	Garage 1st Floor	Single Space
43	Visitor	G143	Garage 1st Floor	Single Space
44	Visitor	G144	Garage 1st Floor	Single Space
45	Visitor	G145	Garage 1st Floor	Single Space
46	Visitor	G146	Garage 1st Floor	Single Space
47	Visitor	G147	Garage 1st Floor	Single Space
48	Visitor	G148	Garage 1st Floor	Single Space
49	Visitor	G149	Garage 1st Floor	Single Space
50	Visitor	G150	Garage 1st Floor	Single Space
51	Visitor	G151	Garage 1st Floor	Single Space

52	Visitor	G152	Garage 1st Floor	Single Space
53	Visitor	G153	Garage 1st Floor	Single Space
54	Visitor	G154	Garage 1st Floor	Single Space
55	Visitor	G155	Garage 1st Floor	Single Space
56	Visitor	G156	Garage 1st Floor	Single Space
57	Visitor	G157	Garage 1st Floor	Single Space
58	Visitor	G158	Garage 1st Floor	Single Space
59	Visitor	G159	Garage 1st Floor	Single Space
60	Visitor	G160	Garage 1st Floor	Single Space
61	Visitor	G161	Garage 1st Floor	Single Space
62	Visitor	G162	Garage 1st Floor	Single Space
63	Visitor	G163	Garage 1st Floor	Single Space
64	Visitor	G164	Garage 1st Floor	Single Space
65	Visitor	G165	Garage 1st Floor	Single Space
66	Visitor	G166	Garage 1st Floor	Single Space
67	Visitor	G167	Garage 1st Floor	Single Space
68	Visitor	G168	Garage 1st Floor	Single Space
69	Visitor	G169	Garage 1st Floor	Single Space
70	Visitor	G170	Garage 1st Floor	Single Space
71	Visitor	G171	Garage 1st Floor	Single Space

The table above describes the allocation of visitor parking. All residential visitor parking is contained within the first floor of the garage, and will be monitored by property management through the use of the cloud-based parking management system.

Draft Parking Management Plan – Exhibit A

Site Plan
Scale: 1"=60'



THE VILLAGE AT MONTCLAIR
MONTCLAIR, CA
AUGUST 19, 2020

Torti Gallias + Partners
Town Planners and Architects

VILLAGE PARTNERS, INC.
Developers

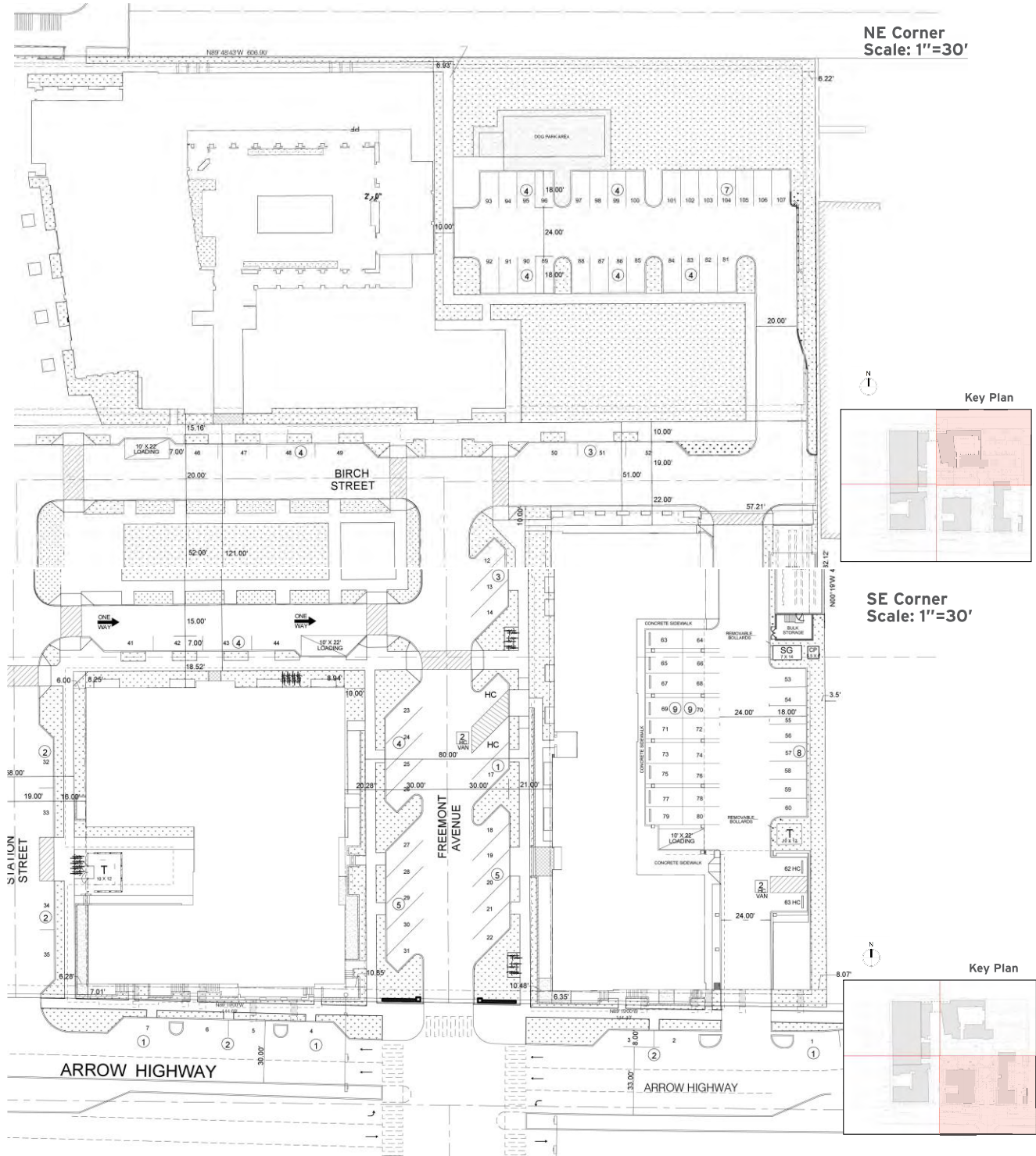
Draft Parking Management Plan – Exhibit A


NE Corner
Scale: 1"=30'

Key Plan

SE Corner
Scale: 1"=30'

Key Plan

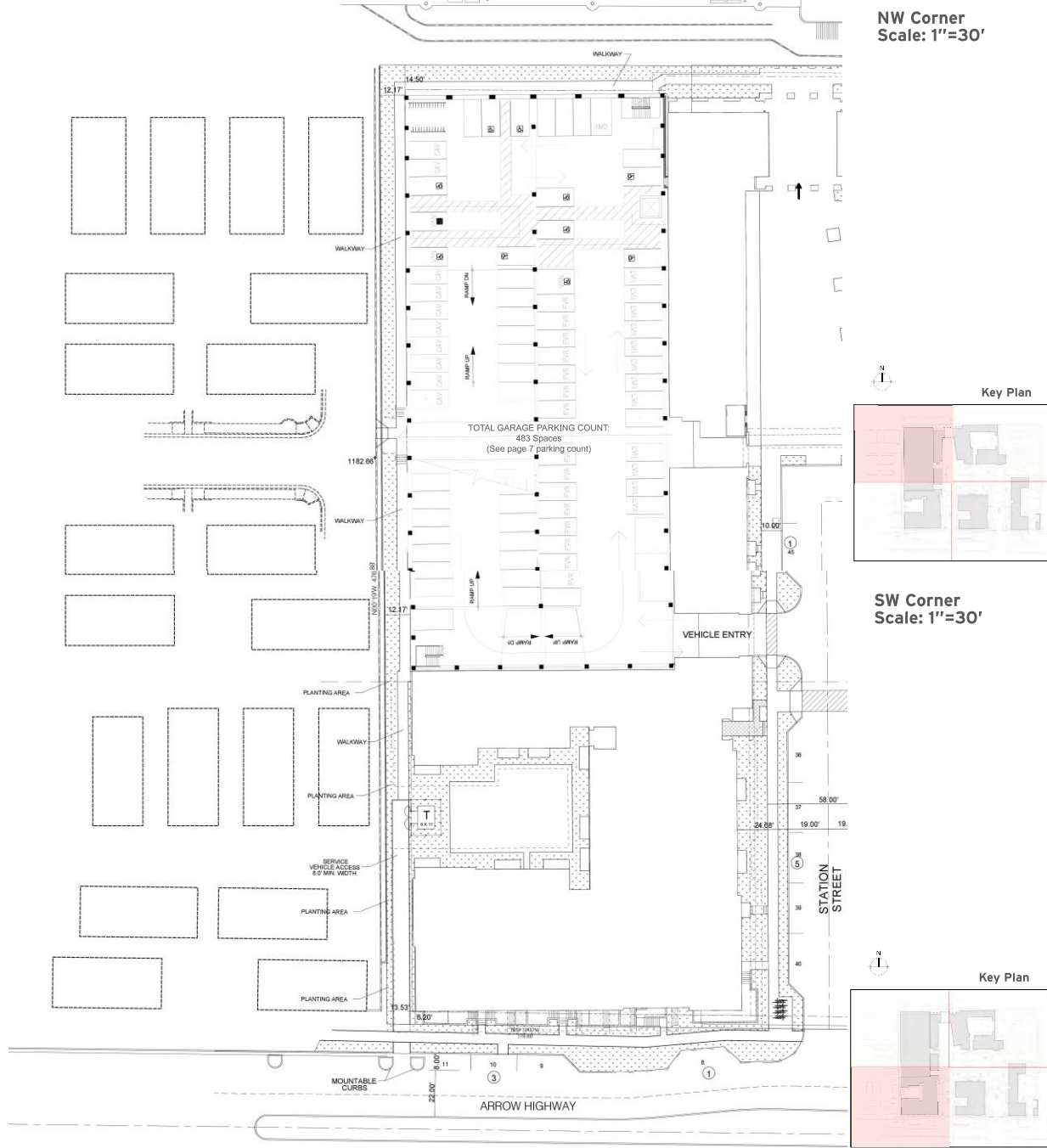


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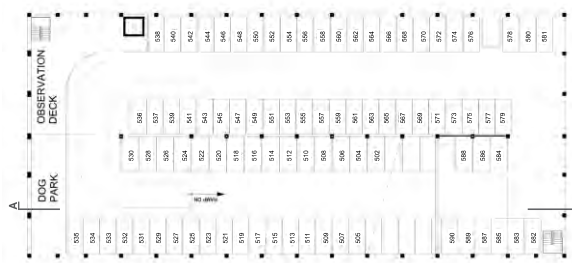
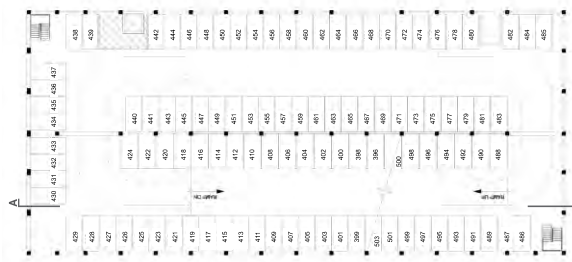
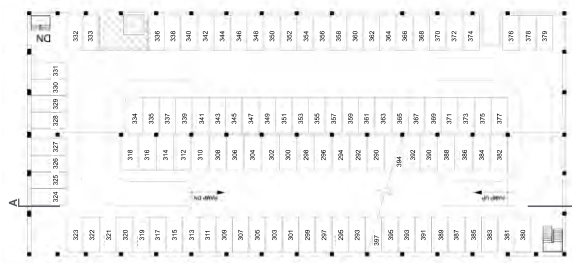
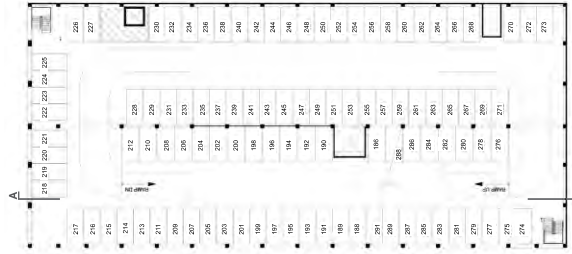
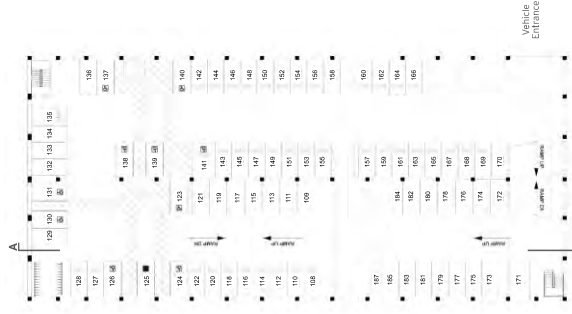


NW Corner
Scale: 1"=30'

SW Corner
Scale: 1"=30'

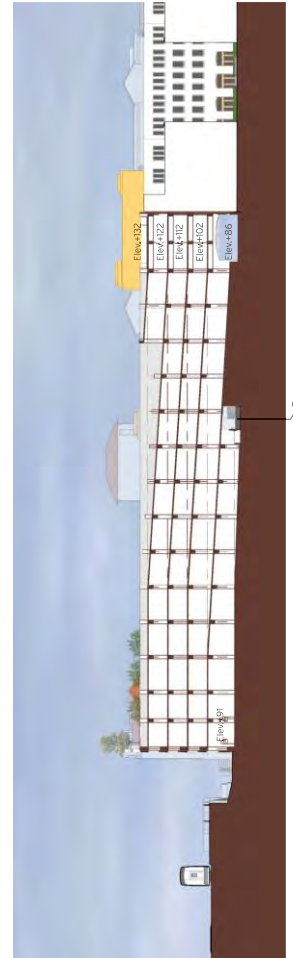
Draft Parking Management Plan – Exhibit A

**Garage Parking Count
Scale: 1"=60'**



Garage Parking Tabulation

Ground Level	79
Second Floor	104
Third Floor	106
Fourth Floor	88
Total	483



Section AA



THE VILLAGE AT MONTCLAIR
MONTCLAIR, CA
AUGUST 19, 2020



The Village at Montclair

PARKING MANAGEMENT PLAN

August 19, 2020

I. Parking Management Plan Introduction

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This objective is to ensure the available parking stalls outlined in Section 2 are utilized by residents as efficiently as possible and that parking regulations will be enforced by Property Management along with the Parking Management Plan contained in resident leases.

Each tenant on the lease agreement must sign the acknowledgement form in the PMP indicating their receipt of a copy of the Parking Management Plan, indicating their understanding of the parking constraints and regulations for the Village at Montclair mixed-use community.

VI. Parking Regulations

The parking guidelines include the following:

- A. Licensed and Operable Vehicles. All vehicles and motorcycles permitted to park at the Village at Montclair mixed-use community shall be legally registered with the State of California Department of Motor Vehicles (DMV) including current tags properly affixed to the vehicle pursuant DMV regulations. Further, all vehicles shall be maintained in operational condition at all times. At no time shall inoperable vehicles be allowed to remain on the premises.

- B. Cloud-Based Parking Management. Property management will utilize Parking Boss System (or equivalent), a cloud-based system that allows management to identify every vehicle on the property, set custom guest parking limits, provide detailed informational reports, and digitally track permits. All residents are required to register all vehicles make, model, color and license plate number with management upon signing a lease. Each resident will be provided with a “Smart Decal”, a window sticker with serial number and unique barcode that is accessible through smart phone validation. The Smart Decal allows for three kinds of scans: Public Scan, Patroller Scan, and Manager Scan. This Public Scan option allows any community member to use their smartphone for a quick barcode scan that displays the corresponding decal number, license plate of the vehicle it’s assigned to, space number it should be parked in, and most critically whether or not the decal is active or inactive. The Patroller Scan allows a patroller to scan a Smart Decal and see the unit number the vehicle belongs to—perfect in case of emergency or for a courtesy notice before towing. Upon Manager approval, Field Agents are able to see all the resident contact information as well. Field Agents can also add notes or record a violation. The Manager Scan function of the Smart Decal allows property management to instantly edit or pull up all information associated with permits and the permit holder’s contact information.
- C. Vehicle Registration. All residents will be required to register all vehicles make, model, color and license plate number with management upon signing a lease. All residents will then be provided a parking “Smart Decal” to identify vehicles assigned to tenant leases. All forms of vehicle identification will be unique to the project and must be placed on residents’ vehicles in specified locations on the vehicle where noted below:
1. Each unit will be assigned no more than one (1) parking space, except for larger units may be assigned an additional tandem parking space when such units/spaces are available and only where indicated on the approved site plan. Tandem spaces shall only be assigned to and for parking vehicles assigned to the occupants of the same unit.
 2. A resident Parking “Smart Decal” will be supplied to each resident to be placed on the registered vehicle owned by the resident. The decal must be displayed at all times on the vehicle in the Right corner of the windshield. Vehicle decals are not transferable.
 3. Each vehicle must park in its assigned space. Vehicles will be expressly prohibited from parking in any other stall than the vehicle’s assigned stall.
 4. Parking Decals shall be issued annually to each resident in the complex. Each resident shall affix the Decal on their vehicle.
- D. Parking Orientation. Prior to issuance of keys to new residents, all unit occupants with a driver’s license and/or provisional instruction permit will be required to attend a parking orientation with Project management. Each resident will be required to sign an acknowledgement of their attendance at the parking orientation. At the parking orientation, management will review all of the parking rules with the resident(s) so that the resident(s)

understand the parking rules related to parking, assigned parking spaces, and public street parking. Property management will utilize Parking Boss System (or equivalent), a cloud-based system that allows management to identify every vehicle on the property, set custom guest parking limits, provide detailed informational reports, and digitally track permits. This parking orientation will review this system with residents.

- E. Parking Acknowledgment in Lease or Rental Agreement. New residents shall also acknowledge the number of assigned parking spaces to be available for use by the new resident in their lease or rental agreement. This section of the lease or rental agreement shall state the consequences for violation of the PMP. The new resident shall initial this portion of the lease or rental agreement acknowledging parking terms.
- F. Guest Parking Notification. Tenants shall be notified that Village at Montclair mixed-use provides no on-street guest parking spaces. Moreover, parking spaces on adjacent public streets cannot be assigned as designated spaces for guests or visitors to the site. Parking spaces on public streets are only available for short-term use by the general public pursuant to the rules and regulations contained in the California Vehicle Code and Chapter 8.36.150 of the Montclair Municipal Code. Tenants are advised to notify their guests of this limitation. Visitor parking is available on the first floor of the garage under supervision of property management. All residents will be required to notify the Project's management of any overnight guests that utilize the Project's visitor parking areas. Residents will be required to provide management with the color, make and model and duration of their guests visit prior to, or immediately upon, said guest's arrival.
- G. Use of All Available Spaces. In the event that any spaces allocated to a unit are not used (e.g., a resident leases a 3-bedroom unit but only has one vehicle), the unused space may be made available for other residents' use. Additional spaces, however, will be capped at one (1) per unit so as to prevent a single resident from amassing surplus parking stalls to the detriment of other residents. Residents not utilizing all of their allocated spaces will receive a pre-agreed upon credit against their rent each month.
- H. Tandem Spaces. Tandem Spaces in the complex may only be used to park primary vehicles assigned to a specified unit. The Property Manager shall conduct an audit of tandem space usage twice annually to ensure that all residents are in compliance with this requirement.
- I. Parking of Vehicles or Motorcycles Only. Parking spaces shall be used only for the parking of registered and operable vehicles or motorcycles only. No parking space (including tandem spaces) shall be used for the purposes of storing personal belongings, storage containers of any size, commercial vans or trucks, inoperable vehicles, construction equipment/trailers, recreational vehicles or trailers, or other recreational equipment (e.g., water craft, etc.).
- J. Parking in Adjoining Neighborhoods. Residents are highly discouraged from parking in any adjoining neighborhood. Parking in existing neighborhoods invariably leads to existing resident complaints about and street parking and requests to restrict on street

parking. Residents of The Village at Montclair Project mixed-use community will be made aware of this issue during parking orientation.

- K. Parking on Public Streets. Street parking is open to use by the public and is only available for short-term parking for guest/visitors of Village at Montclair mixed-use community. Under no circumstances are street parking spaces assignable to tenants nor shall be reserved for such purposes. All persons parking vehicles on a public street are subject to the rules and regulations contained in the California Vehicle Code and Chapter 8.36.150 of the Montclair Municipal Code.
- L. Residential Parking. Parking for residents of the Village at Montclair will be provided in the parking structure. All residents will be assigned a space in the structure, and through the cloud-based parking management system, property management will be able to conveniently monitor resident parking and ensure residents are parked in their appropriate space. The only exception to residential parking in the garage is the 18 tandem spaces behind Building 1. In the following section, the allocation of these tandem spaces will be specified.
- M. Retail Employee Parking. Retail and Restaurant employees of the Village at Montclair will be encouraged to walk, bike, and take transit. Parking will be available as well, and employees will have the option of purchasing a parking permit to park on the first level of the garage. The first level of the garage will have 13 spaces available for permitted employee parking.
- N. Parking Structure. The parking structure will be secured by an electronic security gate. The first floor of the garage will provide additional parking for flex-retail uses and visitor parking. The second, third, fourth and fifth floor of the garage will be reserved for residential parking. T

VII. Parking Enforcement

Parking enforcement will be a collaborative effort between the Property Management and a parking enforcement company selected by the Property Management Company. The respective obligations of each party will be the following:

- A. Violation Policy. The Cloud Based Parking Management system manages permits and keeps track of all violations. If someone with a permit is in violation, any of the property management staff or courtesy patrol company can look up the permit holder's contact and unit information in order to advise the resident to move the car. A resident's first violation of the PMP will result in a warning notice and request to immediately comply with the provisions of the PMP within 12 hours of receipt of notice for the first violation. Failure to comply within the stated timeframe of the first violation notice will result in a second violation, then Project Management will serve the resident with a 3-Day Notice to Cure. If the violation is not cured within the prescribed timeframe of the second violation, penalty fines shall be attached to monthly rent with a Notice to Quit.

The Property Management group shall hire a local tow company to tow vehicles parked within the development that are determined to be in violation of these policies (e.g., have more than three violation warnings). If a car does have a permit, the management will allow a 24-hour grace period before towing. However, all these cars will be cited in the system and tracked.

- B. Parking Patrol. A Parking Patrol provider will make nightly parking patrols seven (7) days per week in the complex, and provide a nightly report to management summarizing the following:
1. Vehicles parked within the complex (excluding the public street) in violation of the PMP for corrective action by management.
 2. Any suspicious persons or activity.
- C. Management Property Tour. Project Management will enforce the PMP policies by performing the following:
1. Tour the complex twice daily (morning and early evening) to confirm that no vehicles are parked in violation of the PMP. Twice daily inspections are expected to be sufficient as parking is less of a premium during daytime working hours. Further, a log will be kept of Management's inspections that will be made available upon the City's request.
 2. Noticing residents of parking violations based upon either Management's observations of parking violations or those observed by the Parking Patrol provider.
 3. Management will then enforce the violation policy discussed in Section 6.
- D. Resident Self-Policing. Signs will be clearly posted on Project property indicating that vehicles can be towed if parked in violation of the parking policies. Residents shall inform Property Management of any vehicle using a parking stall in violation of the PMP.

VIII. Parking Management Plan Monitoring and Evaluation

The owner and/or property management company shall continuously monitor the effectiveness of the PMP for *Village at Montclair mixed-use* community, and provided periodic reports to the City of Montclair for evaluation and/or modifications to the PMP, if warranted to meet new issues related to parking. The provisions of the approved PMP shall not be amended with prior City review and approval of a modified PMP by the Montclair City Council.

IX. Parking Space Assignment

The Village at Montclair			
Residential Tandem Parking Assignments – Building 1			
	<i>Type</i>	<i>Parking Stall Number</i>	<i>Parking Space Type</i>
1	2B	67/68	Tandem–1 Standard & 1 Compact
2	2B	69/70	Tandem–1 Standard & 1 Compact
3	2B	71/72	Tandem–1 Standard & 1 Compact
4	2B	73/74	Tandem–1 Standard & 1 Compact
5	2B	75/76	Tandem–1 Standard & 1 Compact
6	2B	77/78	Tandem–1 Standard & 1 Compact
7	2B	79/80	Tandem–1 Standard & 1 Compact
8	2B	81/82	Tandem–1 Standard & 1 Compact
9	2B	83/84	Tandem–1 Standard & 1 Compact
Totals			
9 Units		18 Spaces	18 Tandem

The table above describes the allocation of non–garage residential parking. These 18 tandem spaces behind building 1 are the only residential parking allocations outside of the garage. All other residential parking is contained within the garage.

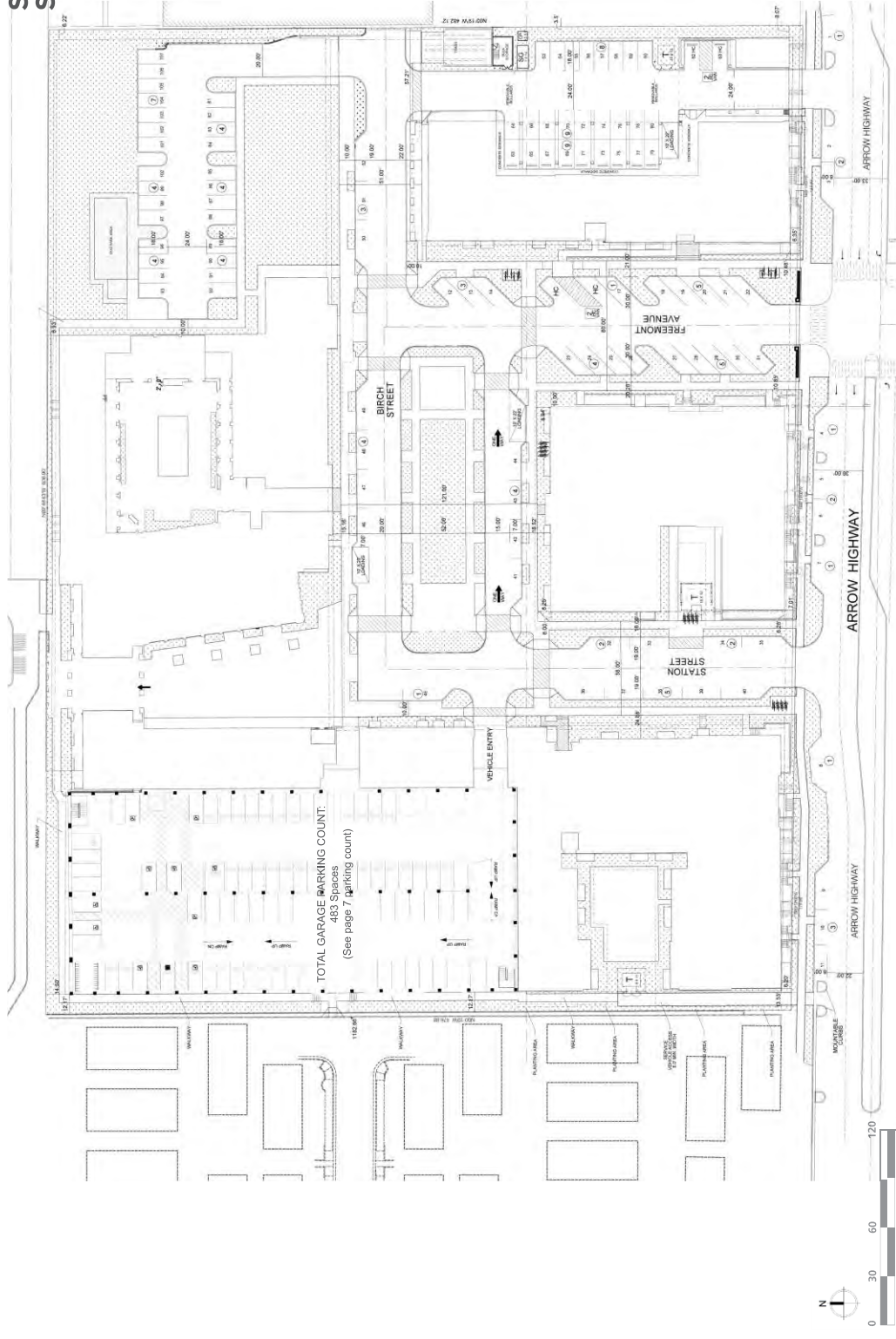
The Village at Montclair				
Parking Assignments – Visitor				
	<i>Type</i>	<i>Parking Stall Number</i>	<i>Location</i>	<i>Parking Space Type</i>
1	Visitor	G101	Garage 1st Floor	Single Space
2	Visitor	G102	Garage 1st Floor	Single Space
3	Visitor	G103	Garage 1st Floor	Single Space
4	Visitor	G104	Garage 1st Floor	Single Space
5	Visitor	G105	Garage 1st Floor	Single Space
6	Visitor	G106	Garage 1st Floor	Single Space
7	Visitor	G107	Garage 1st Floor	Single Space
8	Visitor	G108	Garage 1st Floor	Single Space
9	Visitor	G109	Garage 1st Floor	Single Space
10	Visitor	G110	Garage 1st Floor	Single Space
11	Visitor	G111	Garage 1st Floor	Single Space
12	Visitor	G112	Garage 1st Floor	Single Space
13	Visitor	G113	Garage 1st Floor	Single Space
14	Visitor	G114	Garage 1st Floor	Single Space
15	Visitor	G115	Garage 1st Floor	Single Space

16	Visitor	G116	Garage 1st Floor	Single Space
17	Visitor	G117	Garage 1st Floor	Single Space
18	Visitor	G118	Garage 1st Floor	Single Space
19	Visitor	G119	Garage 1st Floor	Single Space
20	Visitor	G120	Garage 1st Floor	Single Space
21	Visitor	G121	Garage 1st Floor	Single Space
22	Visitor	G122	Garage 1st Floor	Single Space
23	Visitor	G123	Garage 1st Floor	Single Space
24	Visitor	G124	Garage 1st Floor	Single Space
25	Visitor	G125	Garage 1st Floor	Single Space
26	Visitor	G126	Garage 1st Floor	Single Space
27	Visitor	G127	Garage 1st Floor	Single Space
28	Visitor	G128	Garage 1st Floor	Single Space
29	Visitor	G129	Garage 1st Floor	Single Space
30	Visitor	G130	Garage 1st Floor	Single Space
31	Visitor	G131	Garage 1st Floor	Single Space
32	Visitor	G132	Garage 1st Floor	Single Space
33	Visitor	G133	Garage 1st Floor	Single Space
34	Visitor	G134	Garage 1st Floor	Single Space
35	Visitor	G135	Garage 1st Floor	Single Space
36	Visitor	G136	Garage 1st Floor	Single Space
37	Visitor	G137	Garage 1st Floor	Single Space
38	Visitor	G138	Garage 1st Floor	Single Space
39	Visitor	G139	Garage 1st Floor	Single Space
40	Visitor	G140	Garage 1st Floor	Single Space
41	Visitor	G141	Garage 1st Floor	Single Space
42	Visitor	G142	Garage 1st Floor	Single Space
43	Visitor	G143	Garage 1st Floor	Single Space
44	Visitor	G144	Garage 1st Floor	Single Space
45	Visitor	G145	Garage 1st Floor	Single Space
46	Visitor	G146	Garage 1st Floor	Single Space
47	Visitor	G147	Garage 1st Floor	Single Space
48	Visitor	G148	Garage 1st Floor	Single Space
49	Visitor	G149	Garage 1st Floor	Single Space
50	Visitor	G150	Garage 1st Floor	Single Space
51	Visitor	G151	Garage 1st Floor	Single Space

52	Visitor	G152	Garage 1st Floor	Single Space
53	Visitor	G153	Garage 1st Floor	Single Space
54	Visitor	G154	Garage 1st Floor	Single Space
55	Visitor	G155	Garage 1st Floor	Single Space
56	Visitor	G156	Garage 1st Floor	Single Space
57	Visitor	G157	Garage 1st Floor	Single Space
58	Visitor	G158	Garage 1st Floor	Single Space
59	Visitor	G159	Garage 1st Floor	Single Space
60	Visitor	G160	Garage 1st Floor	Single Space
61	Visitor	G161	Garage 1st Floor	Single Space
62	Visitor	G162	Garage 1st Floor	Single Space
63	Visitor	G163	Garage 1st Floor	Single Space
64	Visitor	G164	Garage 1st Floor	Single Space
65	Visitor	G165	Garage 1st Floor	Single Space
66	Visitor	G166	Garage 1st Floor	Single Space
67	Visitor	G167	Garage 1st Floor	Single Space
68	Visitor	G168	Garage 1st Floor	Single Space
69	Visitor	G169	Garage 1st Floor	Single Space
70	Visitor	G170	Garage 1st Floor	Single Space
71	Visitor	G171	Garage 1st Floor	Single Space

The table above describes the allocation of visitor parking. All residential visitor parking is contained within the first floor of the garage, and will be monitored by property management through the use of the cloud-based parking management system.

Site Plan
Scale: 1"=60'



THE VILLAGE AT MONTCLAIR
MONTCLAIR, CA
AUGUST 19, 2020



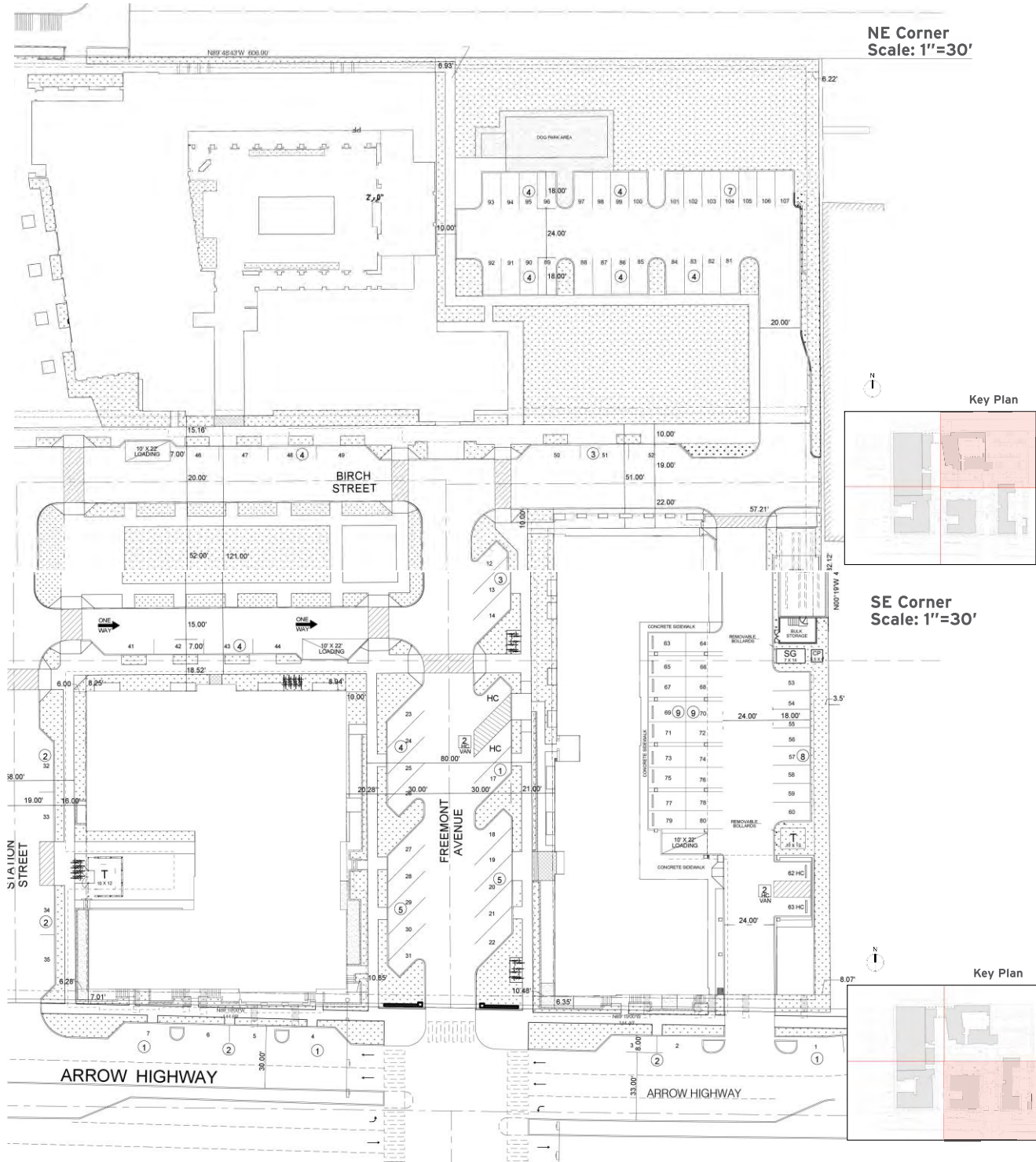
Draft – Exhibit A

NE Corner
Scale: 1"=30'

Key Plan

SE Corner
Scale: 1"=30'

Key Plan

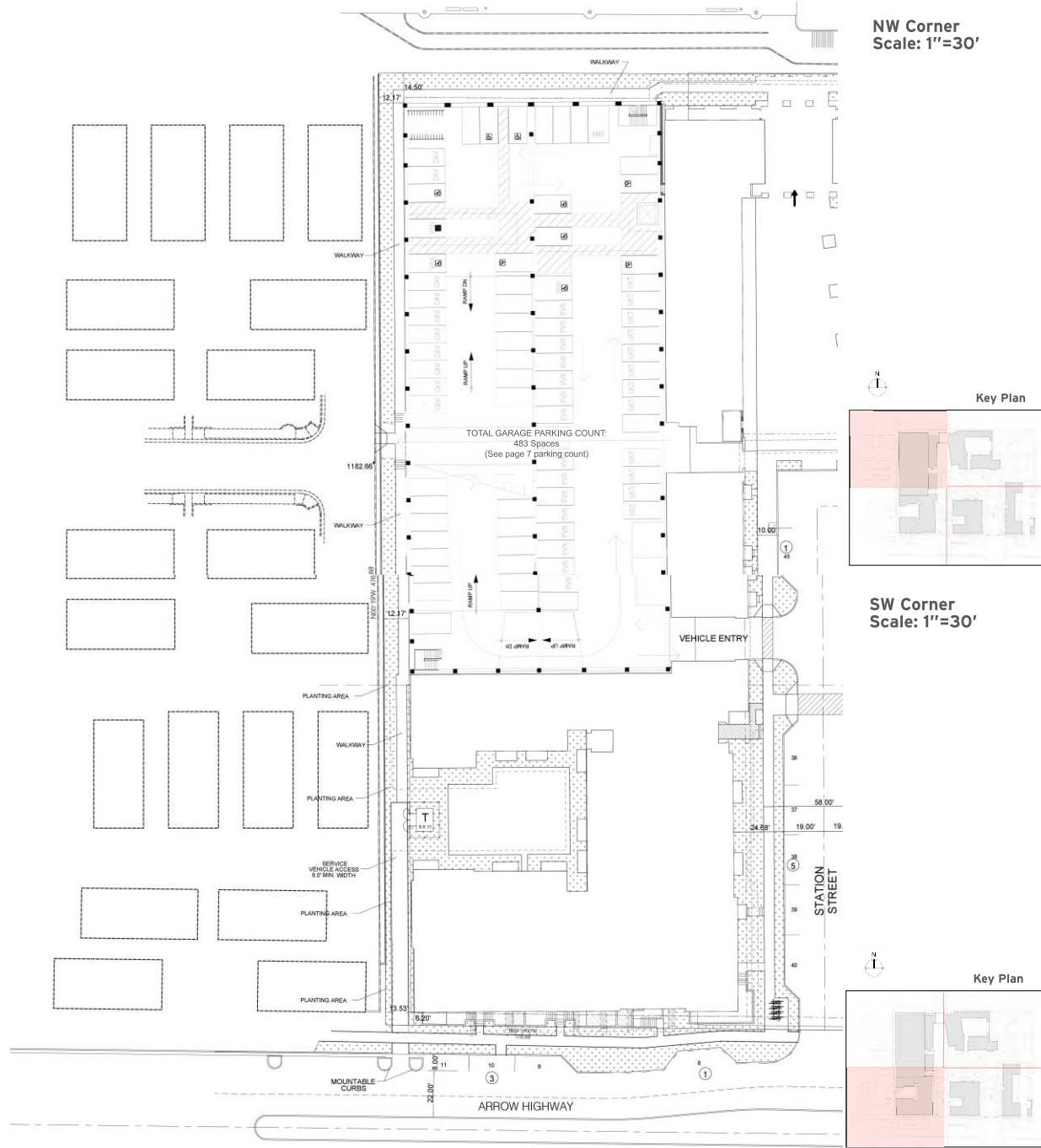


 Torti Gallas + Partners
Town Planners and Architects

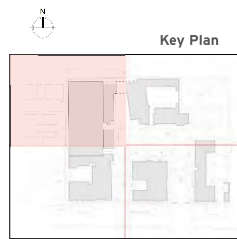
THE VILLAGE AT MONTCLAIR
MONTCLAIR, CA
AUGUST 19, 2020

 VILLAGE PARTNERS, INC.
Developers

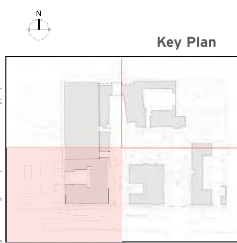
Draft – Exhibit A



NW Corner
Scale: 1"=30'



SW Corner
Scale: 1"=30'

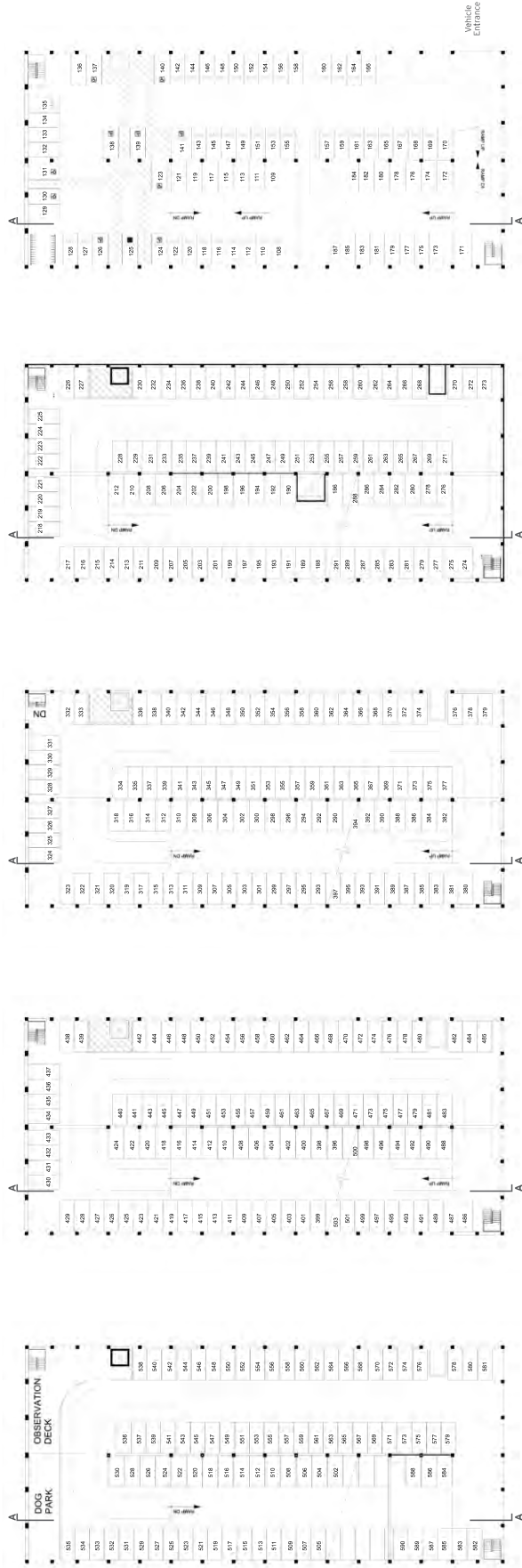


Torti Gallas + Partners
Town Planners and Architects

THE VILLAGE AT MONTCLAIR
MONTCLAIR, CA
AUGUST 19, 2020

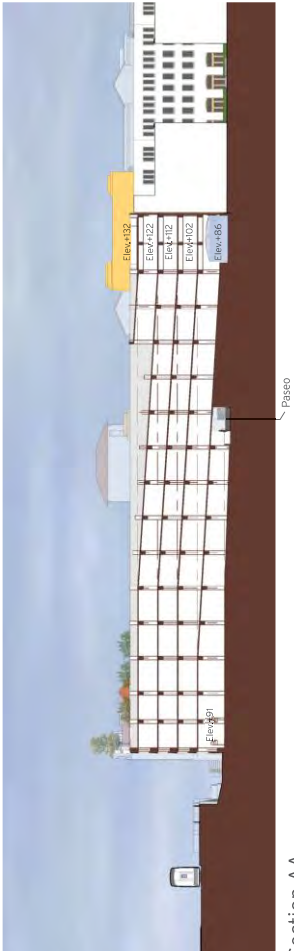
VILLAGE PARTNERS, INC.
Developers

**Garage Parking Count
Scale: 1"=60'**



Garage Parking Tabulation

Ground Level	79
Second Floor	104
Third Floor	106
Fourth Floor	88
Roof	
Total	483



Section AA

Torti Gallias + Partners
Town Planners and Architects

THE VILLAGE AT MONTCLAIR
MONTCLAIR, CA
AUGUST 19, 2020

VILLAGE PARTNERS, INC
Developers

RESOLUTION NO. 20-3285

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR APPROVING TENTATIVE TRACT MAP NO. 20273 AND A PRECISE PLAN OF DESIGN UNDER CASE NO. 2017-20 FOR A MIXED-USE ON 6.68 ACRES LOCATED AT 5050 ARROW HIGHWAY, WITHIN THE STATION DISTRICT OF THE NORTH MONTCLAIR DOWNTOWN SPECIFIC PLAN (APN 1007-701-1).

WHEREAS, Village Partners Ventures, LLC on behalf of the Miriam A. Kendal Trust (current Property Owner), filed an application on January 23, 2017, for a Tentative Tract Map, and Precise Plan of Design under Case No. 2017-20 (Application) in conjunction with a proposal to construct a mixed-use development on 6.68 acres (gross), currently addressed as 5050 Arrow Highway; and

WHEREAS, the proposed mixed-use project is named *The Village at Montclair*; and

WHEREAS, the subject site is located within the "Station District" land use district of the North Montclair Downtown Specific Plan (NMDSP); and

WHEREAS, the subject site is currently vacant with an existing metal warehouse building, a paved parking area, and vacant land.

WHEREAS, the objective of the NMDSP is to introduce urban style residential and mixed-use projects to the area and begin the process of creating a "downtown" environment with walkable neighborhoods, local retail and service businesses, and convenient access to rail transit; and

WHEREAS, Tentative Tract Map No. 20273 would subdivide the 6.68-acre project site into six (6) lots and one (1) lettered lot (public park) for the project, as depicted on the attached Exhibit "A," a map incorporated herein by reference; and

WHEREAS, the proposed subdivision provides public easements to facilitate pedestrian access between project and existing development to the west and the Montclair Transcenter to the north of the site; and

WHEREAS, the Precise Plan of Design is for the overall site plan, floor plans, elevations, colors, materials, conceptual landscape plan, and associated site plan improvements for the proposed mixed-use project; and

WHEREAS, the mixed-use project provides approximately 25,143 square feet of ground level commercial lease space, 330 permanent apartment units plus 30 Flex Units as generally depicted in Exhibit "B"; and

WHEREAS, the proposed mixed-use development consists of four (4) multi-story buildings ranging from three to five-stories in height, one of which includes a five level parking structure, and

WHEREAS, the proposed development plan also includes a dedicated 0.22-acre site for development of a public park; and

WHEREAS, the tract map and subsequent development of the site with a mixed-use project, complies with the guidelines and development standards outlined in the NMDSP; and

WHEREAS, the NMDSP requires 1.5 parking spaces per dwelling unit with an additional requirement for one (1) guest parking space for every four (4) units. Further, required parking for commercial lease space is one (1) parking space per 300 square feet; and

WHEREAS, the applicants have requested City Council approval of a 15 percent parking reduction as allowed by the NMDSP; and

WHEREAS, Chapter 5.4.010.C.1 of the NMDSP allows the City Council to approve up to a 15 percent reduction in parking requirements when a development is under single ownership and/or under the control of the same professional management

company, and subject to specific requirements, including the preparation of a Parking Management Plan; and

WHEREAS, on December 16, 2019, the project proposal and status report was presented to the City Council and the Planning Commission during public workshop meeting; and

WHEREAS, the NMDSP requires final City Council review and approval of all entitlements for projects within the boundary of the NMDSP; and

WHEREAS, the Planning Commission finds the requested entitlements to be consistent with the adopted General Plan, the NMDSP, and good planning principles; and

WHEREAS, on March 20, 2017, the City Council certified Supplemental Environmental Impact Report (SCH# 2016101001) ("SEIR") for the updated and amended North Montclair Downtown Specific Plan (hereafter Specific Plan); and

WHEREAS, in connection with its consideration of the SEIR, the City Council adopted a Mitigation Monitoring and Reporting Program, and adoption of a Statement of Overriding Considerations for the updated and amended Specific Plan; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) Guidelines, the City certified a Supplemental Environmental Impact Report (SEIR) on March 20, 2017, in connection with the City's approval of an amended and updated North Montclair Downtown Specific Plan, which included the subject site and anticipated improvements. According to Government Code Section 65457 and State CEQA Guidelines Section 15182, where a public agency has prepared an EIR on a Specific Plan after January 1, 1980, no EIR or negative declaration need be prepared for a project undertaken pursuant to and in conformity to that specific plan. The proposed mixed-use project is in conformity to the Amended North Montclair Downtown Specific Plan, for which an EIR was certified in 2017; and

WHEREAS, all potentially significant environmental impacts of the proposed project that could be mitigated to less than significant levels would be mitigated to less than significant levels with mitigation measures contained in the Mitigation Monitoring and Reporting Program for the North Montclair Downtown Specific Plan EIR. There are no changes to the significant and unavoidable impacts disclosed in the EIR. In sum, the project would not have one or more significant effects not discussed in the previously certified EIR, not have more severe effects than previously analyzed, and that additional or different mitigation measures are not required to reduce the conditions listed in Section 15162 of the CEQA Guidelines requiring the preparation of a subsequent or supplemental EIR are present and the second criterion of State CEQA Guidelines, Section 15182 can be satisfied. Therefore, the proposed project qualifies for the exemption for mixed-use residential projects described in Section 15182 of the state CEQA; and

WHEREAS, on August 1, 2020, the City gave public notice of the City of Montclair's Planning Commission's ("Planning Commission") public hearing on the proposed project by advertisement in a newspaper of general circulation, and posted the public notice at City Hall, and mailed to all property owners within 300 feet of the project boundaries; and

WHEREAS, on August 10, 2020, the Planning Commission opened the public hearing on the Application and then at City staff's request continued its review of the proposed Application to its next regularly scheduled meeting date on August 24, 2020; and

WHEREAS, on August 24, 2020, the Planning Commission conducted a duly noticed public hearing on the Application at which time all persons wishing to testify in connection with the Application were heard and the Application was comprehensively reviewed; and

WHEREAS, on August 24, 2020, the Planning Commission, by a vote of 5-0, recommended that the City Council approve Tentative Tract Map No. 20273 and Precise Plan of Design subject to the conditions of approval contained in Exhibit "C", the Draft City Council Resolution No. 20-3285 prepared for the project, pursuant to Planning Commission Resolution No. 20-1942; and

WHEREAS, on September, 11, 2020, the City gave public notice of the City Council's public hearing by advertisement in a newspaper of general circulation, and

posted the public notice at City Hall, and mailed to all property owners within 300 feet of the project site boundaries; and

WHEREAS, on September 21, 2020 the City Council opened the hearing for public comment and at staff's request (in consultation with the developer) voted to continue the public hearing for the item to Monday, October 5, 2020, to further refine the proposed conditions of approval; and

WHEREAS, the City Council conducted the public hearing on The Village at Montclair project proposal on October 5, 2020, at which time all interested parties were provided an opportunity to give testimony for or against the proposal; and

WHEREAS, staff has found that the subject proposal complies with the guidelines and development standards outlined in the NMDSP; and

WHEREAS, the NMDSP requires final City Council review and approval of all entitlements for projects within the boundary of the NMDSP; and

WHEREAS, the City Council finds the requested entitlements to be consistent with the adopted General Plan and the NMDSP and following good planning principles; and

WHEREAS, based on the entire record before the City Council and all written and oral evidence presented, the City Council finds the proposed project complies with the California Environmental Quality Act (CEQA) for the reasons set forth in this Resolution.

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

SECTION 1. Based upon the facts and information contained in the application, together with all written and oral reports included for the environmental assessment for the application, the City Council finds that the proposed project is exempt from further environmental review pursuant to State CEQA Guidelines, Section 15182 based on the following findings of fact:

- A. On March 20, 2017, the City Council certified the SEIR for the Amended Specific Plan and approved the Amended Specific Plan.
- B. The proposed mixed-use project undertaken pursuant to and in conformity with the North Montclair Downtown Specific Plan. The proposed residential units were contemplated in the SEIR and were evaluated as part of that environmental analysis. The particular application subject to this resolution is a land subdivision to support the residential project.
- C. None of the conditions in State CEQA Guidelines, Section 15162 are present. Specifically,
 1. substantial changes are not proposed in the project that would require major revisions of the SEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and
 2. substantial changes with respect to the circumstances under which the project is undertaken that would require major revisions to the SEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects have not occurred; and
 3. new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the SEIR was certified or adopted, as applicable, showing any of the following, has not come to light: (i) that the project would have one or more significant effects not discussed in the earlier environmental documentation; (ii) that significant effects previously examined would be substantially more severe than shown in the earlier environmental documentation; (iii) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects, but the applicant declined to adopt such measures; or (iv) that mitigation measures or alternatives considerably different from those

previously analyzed would substantially reduce one or more significant effects on the environment, but which the applicant declined to adopt.

- D. Based on these findings and all evidence in the record, the City Council finds that the project is exempt from CEQA pursuant to State CEQA Guidelines, Section 15182 and no additional environmental review is required in connection with the City's consideration of Case No. 2017-20 for The Village at Montclair mixed-use development project.

SECTION 2. Based on the entire record before the City Council, all written and oral evidence presented to the City Council, and the findings and recitals set forth in this Resolution, the City Council approves Tentative Tract Map No. 20273 and a Precise Plan of Design under Case No. 2017-20 for The Village at Montclair mixed-use project consisting of 25,143 s.f of ground level lease space, 330 permanent apartment units, 30 Flex Units, and a public park, subject to the conditions of approval set forth in the attached Exhibit "C" and as depicted in the submitted site plan, elevations, and renderings attached hereto as Exhibit "B."

SECTION 3. Pursuant to California Government Code Section 66410, *et seq.*, based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds as follows with respect to the approval of the Tentative Tract Map No. 20273:

- A. The proposed subdivision of 6.68-acre site, is designed, to the extent feasible, to provide for passive or natural heating or cooling opportunities. The lot pattern and proposed arrangement buildings on the site are generally oriented, spaced, and designed to allow for access to adequate light and air. Each dwelling unit will have operable windows to allow for passive cooling provided by seasonal winds.
- B. The project includes a formal open space area at the center of the project site, and several private open space areas dispersed throughout the development in the form of courtyards at each building, and community access to a pool. Moreover, the project will provide tree-lined streets and a public park for shade, air filtering, and other environmental benefits.
- C. The proposed subdivision and the provisions for its design and improvement are consistent with the General Plan for the City of Montclair ("General Plan") and the applicable NMDSP:
1. The Tentative Tract Map would provide for land uses compatible with the land use classification for the subject site by the General Plan and NMDSP. The overall goal of the General Plan is to promote good planning practices and orderly development within the City and to recognize the potential of specific areas for special treatment. The proposed development of the 6.68-acre site and project design and improvements would be consistent with the General Plan land use designation for the site.
 2. The Tentative Tract Map provides for land uses compatible with the "Station District" land use classification for the subject site in the NMDSP. Moreover, the design for the project is of a high quality and consistent with the high expectations of improvements for projects within the NMDSP.
- D. The subject site is physically suitable for the type and density of development proposed in the Tentative Tract Map given the overall size of the property. The site is 6.68 acres in overall area and is of a configuration that has sufficient width and depth to allow for orderly site development, the provision of open space areas between the proposed structures in the project, and sufficient setbacks from the adjacent single-family residential properties located to the west at the Arrow Station residential community. The project site is also located adjacent to fully-improved streets that will provide good access and allow for appropriate internal pedestrian and vehicular circulation. The proposed public streets within the project boundaries will be fully improved and serve to implement the eventual goal of a linked-street system that promotes walkability and connectivity to

adjacent properties and uses, including a direct link to the Montclair Transcenter.

- E. The subdivision design and improvements proposed in the Tentative Tract Map is not likely to cause substantial environmental damage nor substantially injure fish or wildlife or their habitat. As explained in the North Montclair Downtown Specific Plan Supplemental Environmental Impact Report (SCH#2016101001) ("SEIR"), the site is surrounded by urban development and streets, does not contain any bodies of water, and is not linked to any wildlife corridors. Further, the SEIR explains that the site does not contain any known habitats of significance including rare or endangered species of plant, animal, or insect life.
- F. The subdivision design and type of improvements proposed in the Tentative Tract Map are not likely to cause serious public health problems because all development and public improvements will be performed per the requirements of all applicable standards and codes including the zoning and building codes. As a condition of approval, the applicant is required to submit an acoustical analysis demonstrating that interior noise standards of each unit will comply with Municipal Code requirements and applicable Mitigation Measures identified in the SEIR.
- G. The subdivision design and type of improvements proposed in the Tentative Tract Map will not conflict with any easements acquired by the public at large for access through or use of the subject site because no such easements exist on the subject site. However, the map provides for new public easements specifically intended to allow for public access at key points in the new plan, and in particular or facilitate pedestrian public access from the site to the Montclair Transcenter.
- H. The discharge of waste into the existing sanitary sewer system from the development proposed in the Tentative Tract Map will not cause a violation of existing requirements prescribed by the regional water quality control board. The entire project will be required to connect to a sanitary sewage system pursuant to California Plumbing Code and Municipal Code requirements. Sewer mains exist in the Arrow Highway right-of-way and are in close proximity to the site to facilitate ease of connection.

SECTION 4. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds as follows with respect to the approval of a Precise Plan of Design under Case No. 2017-20:

- A. The proposed mixed-use project is consistent with the "Planned Development" land use designation of the City's General Plan Land Use Map, and the "Station District" (SD) land use designation of the NMDSP. The SD land use district is intended to establish a denser, urban oriented, fabric of buildings, appropriate for locations in close proximity to new and existing roadways. Moreover, the NMDSP depicts the site as the focal point of the plan given its central location and planned connection point to the Montclair Transcenter. When the aforementioned connection point is completed both sides of the NMDSP will be linked by easy access between the north and south sides of the NMDSP planning area. Lastly, the mixed-use development on subject site will serve as a catalyst to further attractive urban development on Arrow Highway.
- B. The proposed project would result in a significant improvement to the appearance of the area by redeveloping an underutilized area within the NMDSP into a well-designed mixed-use development, which makes efficient use of the site and complies with the intent and applicable development standards of the NMDSP. The 360 dwelling units proposed with this project amounts to 60 units per acre which is consistent with the low end of the SD density range of 60-80 dwelling units per acre, and the highest density rate to date within the NMDSP and City.
- C. The site plan, building form, massing, and height will contribute to the ongoing formation of the streetscape and development pattern envisioned by the NMDSP. The proposed mix of three, four, and five-story buildings and their arrangement on the site will contribute to the ongoing

transformation and improvement of the Arrow Hwy streetscape envisioned by the NMDSP.

- D. The proposed architectural design of the project as indicated on the submitted plans is well done, attractive, and complementary to recent development in the area. The design is distinctive and appropriate for the prominent role this site plays in the development of the NMDSP. Moreover, the project design is consistent with the architectural style guidelines depicted in the NMDSP, and features high-quality exterior materials and finishes and incorporates appropriate lighting, landscaping, and hardscape materials.

SECTION 5. The City Council finds the requested 15 percent reduction in parking requirements is appropriate and meets the criteria set forth in Chapter 5.4.010.C.1 of the NMDSP; as follows:

- A. The subject site is uniquely situated to serve as the central connection point of the NMDSP linking pedestrian access to and from the Montclair Transcenter. Moreover, The Village at Montclair mixed-use development is directly adjacent to the Montclair Transit Center providing immediate access for its residents and customers to alternative transit options lessening the need to own and/or use vehicles as the primary means of travel. As such, the project meets the overall intent and goals of transit oriented development (TOD) which the NMDSP was created to promote the utilization of public transit and less use of private automobiles. The Village at Montclair mixed-use development utilizes the type of improvements to support the desired minimum density level of the Station District with sufficient on-site parking for both residents, future businesses, and visitors to the site. The proposed 15 percent reduction in parking coupled with the proposed Parking Management Plan (PMP) provides a workable method to ensure a sufficient amount of parking spaces are available to meet the needs of on-site tenants as regulated by an approved PMP. Lastly, the proposed temporary surface parking and the eventual development of permanent structured parking on Lot 6 would supplement any future need for short-term parking in the immediate area for the project.
- B. The operating characteristics of the proposed use are such that granting the parking reduction will not cause unreasonable negative impacts to the surrounding property owners or neighborhoods. The project is designed to stand alone and not require the use of adjacent properties to satisfy parking requirements. Short term guest and customer parking for future businesses would be along the public streets within the project site and not be assigned to tenants. The PMP will be the key mechanism to ensure that non-public parking spaces for the project are maintained sufficient in number, properly allocated to tenant and users, and enforced to meet the needs of tenants, customers, and visitors at the subject site.
- C. A Parking Management Plan (PMP) has been prepared by the applicants for the project which complies with requirements of Section 5.4.010.E. A key element of the PMP is the mandatory notification to prospective tenants of the on-site parking conditions and requirements at the complex during the initial rental application process. All executed lease agreements will contain the entire PMP as an exhibit to their lease agreement, including a signed acknowledgment that the resident(s) agree to the terms of PMP. Moreover, the subject development is under single ownership and/or will be under the control of the same professional management company to ensure that the PMP is appropriately applied and enforced.
- D. The PMP and an appropriate legal instrument of agreement among the affected owner(s) of the property(ies) will be recorded with the County Recorder to ensure the PMP is binding upon the owner and its successors and assigns and shall limit and control the use of land included in the development to those uses and conditions approved by the Director.

SECTION 6. Pursuant to Section 66412.3 of the Government Code, based on the entire record before the City Council and all written and oral evidence presented, the City Council finds the subdivision and improvements proposed will help the City of Montclair to meet its regional housing needs as the project proposes the construction

of 360 residential units (that includes 30 Flex Units), which will help the City meet its identified housing unit RHNA allocation.

SECTION 7. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds the nature and extent of the dedications, reservations, impact fees, and other exactions are reasonably related to public needs and roughly proportional to the impacts created by the subdivision and improvements proposed in the Tentative Tract Map. In addition, several conditions, including conditions relating to the imposition of operational covenants for the mixed-use development are necessary to assure the development maintains compliance with City general plan and zoning standards.

SECTION 8. The location and custodian of the documents and any other material that constitute the record of proceedings upon which the City Council based its decision is as follows: Director of Community Development, Community Development Department, City of Montclair, 5111 Benito Street, Montclair, California 91763, or by telephone at (909) 625-9477.

SECTION 9. Effective Date. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED this XX day of XX, 2020.

Mayor

ATTEST:

City Clerk

I, Andrea M. Phillips, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 20-3285 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, 2020, and that it was adopted by the following vote, to-wit:

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

Andrea M. Phillips
City Clerk

EXHIBIT A
TENTATIVE TRACT MAP 20273

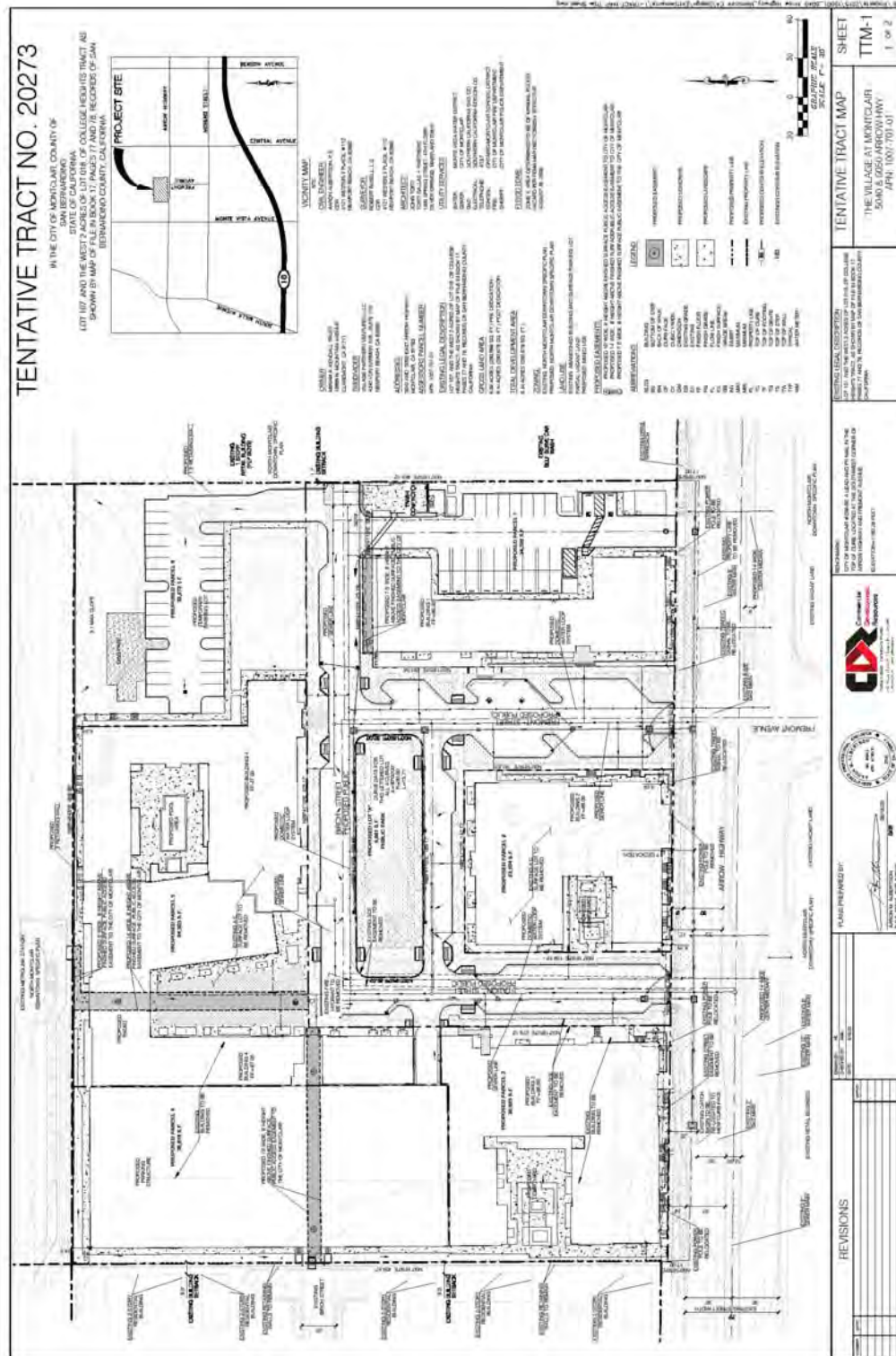
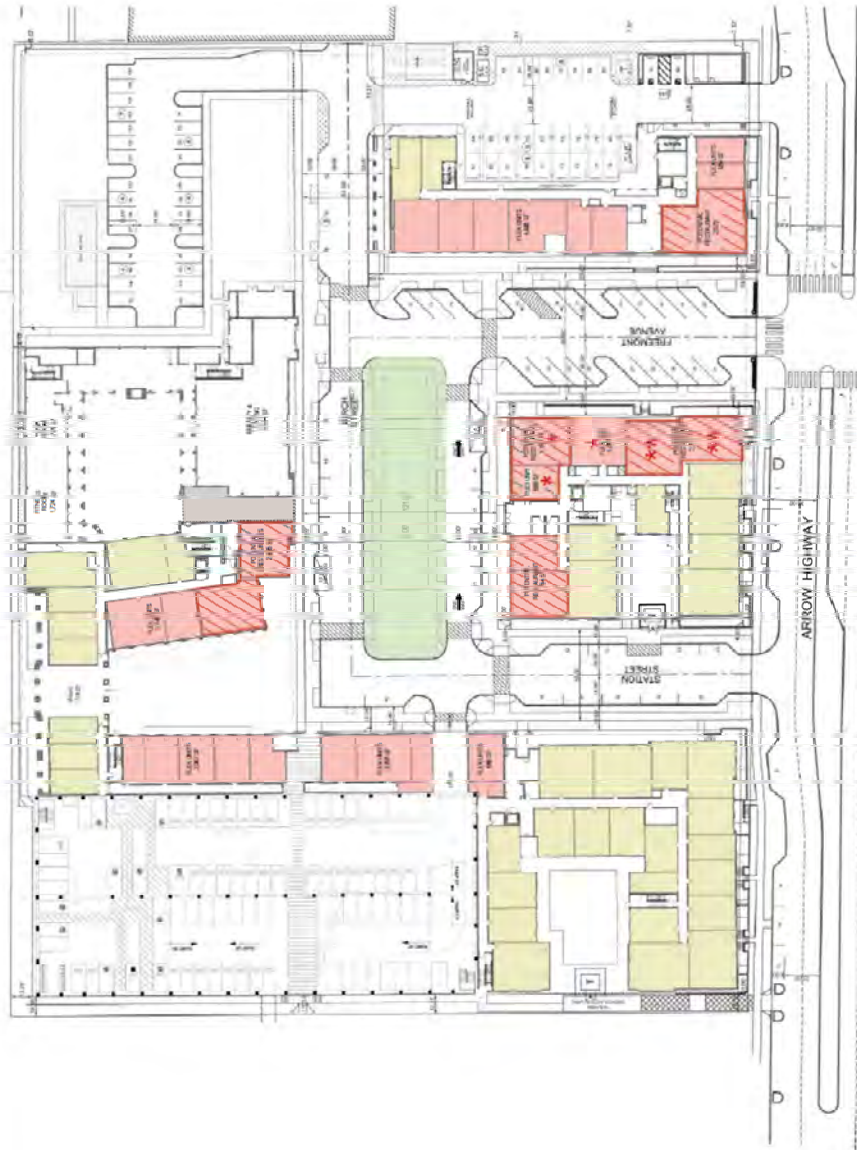


EXHIBIT B
SITE PLAN AND FLOOR PLAN FOR FLEX UNITS



EXHIBIT B
 SITE PLAN AND FLOOR PLAN FOR FLEX UNITS

First Floor Plan



- ★★ FLEX UNIT, LIVE/WORK, RETAIL OR OFFICE (LEASING RESTRICTION PER C6A) (TOTAL SF: 2,312 SF)
- * FLEX UNIT, APARTMENT, LIVE/WORK, RETAIL OR OFFICE (LEASING RESTRICTION PER C6A) (TOTAL SF: 2,817 SF)
- APARTMENTS
- PRIME POTENTIAL COMMERCIAL/RESTAURANT LOCATIONS
- FLEX UNIT APT. RETAIL OR OFFICE



VILLAGE PARTNERS, INC.
 Developers

THE VILLAGE AT MONTCLAIR
 MONTCLAIR, CA
 AUGUST 19, 2020

Torti Gallas + Partners
 Town Planners and Architects

EXHIBIT C

Resolution No. 20-3285
Case No. 2017-20

CONDITIONS OF APPROVAL

The Village at Montclair

Project Approvals & General Conditions

GENERAL CONDITIONS

1. The approval for The Village at Montclair project includes the following elements:
 - a. Tentative Tract Map No.20273, subdividing a 6.68-acre site into six (6) numbered lots, and one lettered lot (for a public park), for the purpose of developing a mixed-use project which includes a maximum number of 360 apartment units, and 25,143 square feet of ground floor commercial lease space on a site located on the north side of Arrow Highway at its intersection with Fremont Avenue, with associated on-and off-site public improvements, attached hereto as Exhibit A.
 - b. A Precise Plan of Design (PPD) approving the site plan, floor plans, elevations, colors and materials, conceptual landscape plan, and public park space associated with the construction of the project as described in the staff report and depicted on approved plans on file with the Planning Division.
 - c. A 0.22-acre (9,881 square foot) neighborhood public square in accordance with the North Montclair Downtown Specific Plan (NMDSP) and to be constructed consistent with the Conceptual Landscape and Park Design Plan attached hereto as Exhibit B. The final construction drawings for the improvements to the neighborhood park on the project site shall be submitted to the Planning Division during the plan check process for review and approval.
 - d. A paved surface parking area with 27 parking spaces, a fenced dog park area, and landscaping for Lot 6 as depicted on the approved site plan.
2. The above entitlements are granted based upon the maps, plans and elevations submitted by Village Partners Ventures, LLC, and dated August 19, 2020. However, final design review shall be required pursuant to Section 5.1.050.2 of the NMDSP upon the submittal of construction drawings for the project, to review building, park, and architectural construction design, details, and standards. Such review is intended to ensure high quality development and to prevent misunderstanding during the construction process. The Community Development Director shall conduct the review in consultation with the City's reviewing architect. Costs to conduct architectural review shall be reimbursed to the City pursuant to the Reimbursement Agreement No. 17-33 between the Owner and the City.
3. This approval shall supersede any and all previously approved entitlements for the subject project site.
4. Any modification, intensification, or expansion of the use beyond that which is specifically approved by the aforementioned entitlements and that is not reflected in the map, plans, and drawings approved with this action by the City Council shall require review and approval by the City Council.
5. In the event that exhibits and written conditions are inconsistent, the written conditions shall prevail.
6. The applicant/owner shall be required to pay any applicable fees as shown below; within five (5) days of approval by the City Council:
 - a. A check in the amount of **\$50**, payable to "Clerk of the Board of Supervisors," to cover the filing fee for the Notice of Exemption (NOE) as required by the California Environmental Quality Act (CEQA).

- b. A check in the amount of **\$2,057.80**, payable to "City of Montclair," to cover the actual cost of publishing a Notice of Public Hearing in a newspaper of general circulation (Inland Valley Daily Bulletin) as required by state law for the Planning Commission review on August 10, 2020; and
 - c. A check in the amount of **\$1,089.62**, payable to "City of Montclair," to cover the actual cost of publishing a Notice of Public Hearing in a newspaper of general circulation (Inland Valley Daily Bulletin) as required by state law for City Council review on September 21, 2020.
7. In establishing and conducting the subject use, the applicant shall at all times comply with any and all laws, ordinances and regulations of the City of Montclair, the County of San Bernardino and the State of California. Approval of this PPD shall not waive compliance with any such requirements.
 8. Applicant/Owner shall comply with all applicable Mitigation Measures as contained in the North Montclair Downtown Specific Plan Amendment Project Supplemental EIR (January 2017); including but not limited to mitigation measures regarding Tribal Cultural Resources (Mitigation Measure F and G); and Noise (construction and post construction), etc.
 9. Notice to Applicant/Owner/Subdivider: The conditions of approval for this project include certain fees, dedication requirements, reservation requirements, and/or other exactions more specifically described in the conditions of approval herein. The subdivider/applicant is hereby notified that the 90-day protest period to challenge such items has begun as of the date of the project approval. For purposes of this notice, "project approval" shall mean the date that the City Council approves the application for the Tentative Tract Map referenced in Condition No. 1, Precise Plan of Design for the project. All impact fees shall be due and payable at the time stated in the adopted ordinance, resolution or policy adopting and imposing such fees, or at the time building permits are issued. If the applicant fails to file a protest regarding any of the fees, dedications, reservations, or other exaction requirements as specified in Government Code §66020, the subdivider/applicant shall be legally barred from later challenges.
 10. The applicant/owner/subdivider shall reimburse the City for the legal costs associated with the preparation/review of any agreements and covenants required by these conditions prior to the time of their initiation.
 11. Precise Plan of Design (PPD) approval shall be valid for a period of one year and shall automatically expire on the anniversary date of City Council approval, unless the applicant is diligently pursuing building plan check toward eventual construction of the project. The applicant/owner shall be responsible to apply for a time extension at least 30 days prior to the approval's expiration date. No further notice from the City will be given regarding the project's PPD expiration date.
 12. The applicant/owner shall ensure that a copy of this Resolution is reproduced on the first page of the construction drawings and shall be distributed to all design professionals, contractors, and subcontractors participating in the construction phase of the Project.
 13. In the event of transfer of ownership of the property involved in this application, the new owner shall be fully informed of the permitted use and development of said property as set forth by this permit together with all conditions that are a part thereof. These specific requirements must be recorded with all title conveyance documents at the time of escrow closing.

***CONDITIONS PRIOR TO THE SUBMITTAL OF A FINAL MAP (Condition Nos. 14–19)
Planning/Administration***

14. Prior to the approval of the Final Map by the City Council for the project, the map prepared by owner/subdivider shall complete and/or show the following items:
 - a. Obtain written approval and documentation from the San Bernardino County Transit Authority (SBCTA) and other affected agencies allowing access and authorizing developer to construct any associated improvements on their property(ies) (e.g., walkways, stairs/ramps, walls,

fences, gates, signs, lighting, etc.) necessary to facilitate pedestrian access from the subject site to the Montclair Transcenter.

- b. A dedication of the following public access easements to the City of Montclair for the purposes of allowing the general public to access Montclair Transcenter from the project site as depicted on Exhibit A, including:
 - i.
 - 1. A 14-foot wide (minimum 10-foot high) access easement through the Station Promenade area of Building 4, from the public sidewalk on the north side of Birch Street (or approved street name) extending northward through Building 4 as shown on the approved site plan. Thereafter, the public easement may be reduced to a horizontal width of 8 feet along the north side of Building 4 for the distance necessary to link with the access point from the Montclair Transcenter; and
 - 2. A 10-foot wide (minimum 8-foot high) pedestrian access easement from the western property line of the site, commencing at the Arrow Station residential development, through the proposed parking structure in Building 4, and ending with an 8 feet, 8 inches wide (8'-8") by 10-foot tall (minimum) entry point where the easement meets the public sidewalk on Station Street, and
 - 3. A public easement to allow for an arcade over a public sidewalk created by the overhang of Building 1. Said public easement shall provide and maintain the following dimensions:
 - 1. A minimum clearance of 6 feet in width at each entry point to the arcade; and
 - 2. A minimum interior dimension of 8 feet in horizontal width within the arcade, and
 - 3. A minimum 10-foot height within the arcade; and
 - 4. A length of approximately 70-75 feet, as depicted on approved plans.
 - 4. All public access easements on the recorded Final Map shall meet minimum height requirements stated above. Minor encroachments of architectural features or appurtenances attached to the buildings (e.g. lighting, structural elements, fire sprinklers, arch radius, ornamental molding, etc.) may be permitted provided that such elements do not impede pedestrian passage, subject to City approval.
 - c. A dedication of an 0.22-acre parcel to the City of Montclair for development of a neighborhood public park in accordance with the NMDSF and as depicted on the approved site plan for the development on file with the Planning Division and referred to as hereto as Exhibit B.
- 15. A Master Solid Waste Removal Plan (SWRP) for the project. City review and approval in consultation with the City's refuse collection provider shall be required. The SWRP shall identify the location and size of all facilities and provide a written operational strategy/manual to be used by the property management company for the project. The SWRP shall include and/or address the following elements:
 - a. Prevent the accumulation of onsite rubbish, trash, or debris in a manner that is inconsistent with the approved SWRP and/or that degrades the appearance of the site and adjacent street frontages.
 - b. All refuse collection facilities shall be designed in accordance with the provisions of AB 341 Mandatory Commercial Recycling and AB 1826 Mandatory Commercial Organics Recycling (MOR) as established by California Department of Resources Recycling and Recovery (CalRecycle). Sufficient facilities must be provided and maintained for the mandatory recycling of all recyclable materials and food waste/organics.

- c. No barrels (or other containers) for waste fats, oils, or grease (FOG) generated by any business shall be stored in refuse collection facilities. All food businesses (e.g., bakeries, restaurants, take-outs, etc.) generating FOG shall be required to utilize a pressurized waste fry-oil removal system as condition of approval for each business. Notation and schematics of the system must be provided in the plans prepared for City review and approval.
 - d. All refuse collection facilities shall be power washed a minimum of two times per month (or more frequently if needed), by property management staff or by means of a hired company qualified to power wash or steam clean all refuse collection facilities and/or equipment. Such activity shall be performed with proper equipment containing a water recovery system or self-contained unit to recycle the wash (waste) water, as approved by the City's NPDES Coordinator or Environmental Inspector. Inspections of refuse collection facilities shall be subject to routine inspection by the City of Montclair.
 - e. Spills and leaks shall be cleaned up immediately using a spill kit and/or appropriate Best Management Practices (BMP) that utilize absorbents or equivalent "dry" methods.
16. The owner/applicant shall agree to the formation of a new Community Facilities District (CFD) pursuant to the terms of Government Code Section 53311, et seq., the territory of which shall include the Project, for the purposes of the payment of maintenance and operation costs associated with the common landscaping, lighting, public park and easements, and other public improvements located within the Project, including a public safety component. The applicant shall consent to the formation of the CFD prior to the recordation of the final map for the Project. The applicant further expressly agrees that failure to form such CFD will result in disapproval of the Project.

The owner/applicant shall also agree that additional areas may be annexed into the CFD, provided, however, that after giving effect to such annexation, the owner, subdivider and applicant is subject only to its fair share of the obligations and costs incurred as a result of the annexation. The subdivider and applicant agree to cooperate fully in any such annexation proceedings.

If, for any reason whatsoever, the Property or portion thereof does not become part of a CFD or if any such CFD that is formed does not provide for the maintenance of the entirety of the improvements within the Property, or any portion thereof, then such improvements shall be maintained by a private property owner, or an adequate alternative reasonably acceptable to the City, to undertake such work. Costs to implement the CFD shall be reimbursed to the City pursuant to a Reimbursement Agreement between the applicant and the City.

17. Prepare a specific layout plan and written strategy for the Station Promenade area between Buildings 3 and 4. Implementation and enforcement of the approved plan shall be the responsibility of the property management company. The plan shall include the following elements:
- a. A site plan for the Station Promenade area to demonstrate an intact, open, and visually attractive space serving the project, rather than a series of unsightly subdivided private, semi-private, and public spaces.
 - i. The use of permanent fences/walls (open or solid) or other such methods designed to create separate private spaces in the Station Promenade shall be prohibited.
 - ii. When required by the Department of Alcoholic Beverage Control (ABC), any separation requirements shall be accomplished by the least obtrusive, but attractive, means possible, as approved by the City and ABC.
 - b. Show the minimum 14-foot wide public easement pathway leading from the Station Street public sidewalk to the access point for the Montclair Transcenter. The public easement pathway shall remain unobstructed at all times and open to public access when the Montclair Transcenter facility is in operation.

- c. Indicate how Flex Units facing into the Station Promenade area will be addressed to ensure that the open appearance and use of the Station Promenade area is maintained.
 - d. Indicate outdoor furniture requirements for seating, planters, tables and chairs, umbrellas, trash receptacles, wayfinding signs, kiosks, and other associated elements. Benches and trash receptacles shall be carefully located to enhance the pedestrian experience without cluttering the Station Promenade area. The property management company shall be responsible for coordinating colors and use of high quality and durable materials.
 - e. Landscape Plan for the Station Promenade area that is visually interesting, low maintenance and drought tolerant. Appropriate plant species should be selected for any given space, preventing plants from becoming overgrown. Hardscape treatment shall be of a high-quality material and enduring style. Stained concrete and surface-colored concrete (other than integral colored concrete) shall not be used.
 - f. An Exterior Lighting Plan designed to enhance the comfort, safety, and character of the Station Promenade area. The following standards shall apply to lighting:
 - i. The minimum hours of full illumination are from at least one hour before sunset to one hour after sunrise. Illumination during overnight hours shall be sufficient to allow for easy surveillance by private security or evening patrols by Police Department personnel.
 - ii. All exterior light sources that illuminate the Station Promenade area must be shielded from direct view, and avoid impacts on nearby residential units.
 - g. Plan for general maintenance of the Station Promenade area and adjacent building frontages. Property owner shall replace any amenities, furnishings, signs, and landscaping within the Station Promenade when appropriate due to wear and tear.
18. Owner must consent, in writing, to record a covenant an Operations & Management Regulatory Agreement – *The Village at Montclair* (hereafter Regulatory Agreement) against the entire property providing for the perpetual maintenance of all buildings and improvements, including roadways, public easements, retaining walls, drainage facilities, and water and sewer systems. The Regulatory Agreement shall be effective during the lifetime of the Project. Property shall thereafter be maintained in accordance with the property maintenance standards contained in the Montclair Municipal Code.

The Regulatory Agreement shall provide for the perpetual maintenance of all buildings and improvements for the subject multifamily residential and mixed-use project ("the Project") developed in the City for rental/lease purposes. The Regulatory Agreement shall be recorded as a condition, covenant, and restriction on the property in perpetuity unless the City Council agrees to the removal of such covenant in the event of a change in land use. The Regulatory Agreement shall address the management, operations, and maintenance of the multifamily residential and mixed-use project and shall become a Covenant that will run with the land.

Costs for development of the Regulatory Agreement shall be reimbursed to the City pursuant to a Reimbursement Agreement between the applicant and the City.

The Regulatory Agreement shall contain, at a minimum, the following requirements:

- a. On-Site Management

The Owner shall be required to retain the services of an accredited property management company ("Management Company") holding a real-estate broker license pursuant to California Business and Professions Code, Section 10131 et. Seq., and with demonstrated experience in leasing, operating, and maintaining a mixed-use development project that contains

residential, commercial, and/or office uses. Any Manager or Management Company retained to act as an agent for the Owner shall obtain the prior written approval of the Executive Director Office Public Safety/Police Chief, which approval shall not be unreasonably withheld or delayed, provided the person assigned is a certified Property Manager or an employee of a certified property Management Company. Any changes of the certified professional management company shall be subject to the prior written approval of the Executive Director Office of Public Safety/Police Chief, which approval shall not be unreasonably withheld.

In exercising his/her approval rights hereunder, the Executive Director Office of Public Safety/Police Chief may require proof of ability and qualifications of the Manager and Management Company based upon (i) prior experience, (ii) assets, and (iii) other factors determined by the Executive Director Office of Public Safety/Police Chief as necessary. Furthermore, upon sixty (60) days prior written demand from City with cause, Owner shall remove and replace a Property Manager and/or Management Company. In any agreement with a Property Manager or Management Company ("Management Agreement"), the Owner shall expressly reserve the right to terminate such agreement upon written demand of City with cause. That notwithstanding, City agrees that a request for removal of a Property Manager or Management Company shall be subject to a thirty (30)-day notice of default and a reasonable opportunity to cure before any such termination is effective.

Under no circumstances shall the property owner take on the property management responsibilities for the project, unless such property owner possesses property management accreditation as provided for in this subsection, has demonstrated experience, and is approved by the Executive Director Office of Public Safety/Police Chief.

Subsequent changes in the Management Company or Manager of the Project shall obtain the prior written approval of the Executive Director Office of Public Safety/Police Chief as so indicated above.

i. Management Obligations-Residential

The Owner shall maintain the legally required presence of an on-site Manager for the residential portion of the project pursuant to California Code of Regulations, Title 25, Section 42. The Management Company shall ensure that tenant application and screening practices are developed and enforced, that all rules and regulations are developed and enforced, and that use of all facilities are managed. The Owner, through the professional property management company, will ensure that the Project is well maintained pursuant to the standards developed in the Regulatory Agreement.

ii. Registration and Management of Rentals

The Owner, with its Management Company, shall develop all rules, documents, and procedures to assure all rental/lease occupancies of residential units are professionally managed including but, not limited to:

- Application(s)
- Crime-Free Addendum and other required addenda to application
- Tenant screening tools including, but not limited to, (1) credit check including unlawful detainer, and (2) criminal background check.

iii. Management Obligations-Commercial/Office

The Owner shall maintain a Manager and licensed Leasing Agent for the commercial/office portion of the Project. The Management Company shall ensure that appropriate lease and screening practices are developed and enforced and that rules and regulations pertaining to lease of commercial and/or office space and the

common area are developed, enforced, and managed. The Leasing Agency shall pursue the lease of Flex Units (Flex Units shown on Exhibit B) to commercial/office users providing services or products in conformance with the NMDSP. The Owner, through the Property Management Company, will ensure that the Project is well managed and maintained pursuant to the standards developed in the Agreement.

iv. Compliance with North Montclair Downtown Specific Plan

Management shall be responsible for screening prospective tenant/lessees of commercial/office lease spaces for compliance with Table 5-2: Allowed Land Use and Permit Requirements as contained in the *North Montclair Downtown Specific Plan* (NMDSP). In addition, Management shall direct all prospective tenants/lessees to obtain approval of a Zoning Use Review Application (ZURA) and a Business License from the City of Montclair.

v. Compliance with Rules

Renters/lessees occupying flex units within the Project shall be subject to all rules and regulations developed by the Management Company. The Management Company shall establish a warning and fine system for violation of the rules and regulations. If renters/lessees of any flex unit violate the rules and regulations, the renter or lessee shall be responsible for payment of such fines for violation of the rules by their tenant(s). The rules established by the Management Company for rental of flex units shall include provisions for eviction of tenants for violations of the rules and regulations of the project.

vi. Alcoholic Beverages/Controlled Substances

Tenant rules shall prevent the consumption of alcoholic beverages in public spaces and public view in the Project unless the area of public view is part of outdoor seating at a dining establishment or an event on private property where consumption of alcoholic beverages has been approved by the City and the State Department of Alcoholic Beverage Control (ABC). All other consumption of controlled substances in public view is prohibited in the Project.

b. Security Requirements

Owner shall provide the following security and security monitoring measures during the term of this Agreement:

- i. Owner shall develop a "Security Plan" acceptable and approved by the Montclair Police Department which, at a minimum, shall include the installation, operation, and maintenance of security cameras throughout the Project (see details in Police Conditions).
- ii. At any time during the term of the Agreement, should the calls for Police service or response at the Project exceed a level reasonably considered normal for projects similar in type and density as determined by the Executive Director Office of Public Safety/Police Chief, during any consecutive two-month period, the Owner shall be required to provide a State-licensed security patrol through a company retained by the Owner.
- iii. The State-licensed security patrol company shall be retained by the Owner, with the prior approval of the Executive Director Office of Public Safety/Police Chief, for a period of time to be determined by the Executive Director Office of Public Safety/Police Chief. The approval of such a State-licensed security company shall not be unreasonably withheld.

c. Balconies, Patios, and Porches

Balconies, patios, and/or porches on residential units approved for use as private usable open space must be kept free from being enclosed or

covered by a tenant in any way and must not be used for storage purposes. Storage of materials that detract from the appearance of buildings is prohibited in the above-mentioned locations as well as anywhere that is directly visible to the public.

All rental agreements/leases for the project must include a rule preventing the storage of boxes or materials, placement of indoor furniture, visible exercise equipment, hanging clothing, building of enclosures, the installation of makeshift screening materials, or any other similar item in or on a balcony, patio, or porch.

The exterior of ground floor level Flex Units that are occupied as housing units must keep the exterior of the unit free of stored items, mismatched planters/pots, makeshift fencing materials, and other items that detract from the appearance of buildings and obstruct any path of travel. All furniture (e.g., seating, tables, etc.) shall be specifically designed and intended for outdoor use in colors and materials coordinated and approved by the Management Company.

d. Cable and Satellite Service Equipment

Placement of antennas for radio and television reception may be permitted within a balcony, terrace, deck or patio that is intended for exclusive use of the subject tenant, subject to the following criteria:

- i. For the purpose of this Section, the word "antenna" shall include a single dish antenna, usually in a circular shape with a parabolic curve design constructed of a solid or open mesh surface, not more than two feet (2'-0") in diameter, either surface-mounted or by means of a freestanding tripod that is placed entirely within the permitted areas; and
- ii. Only one (1) antenna per dwelling unit shall be permitted; and
- iii. The method of attachment and or arrangement of said antenna shall be accomplished in the least visually distracting manner as possible.
- iv. No antennas shall be placed, attached, or installed in any common areas of the development including the roof, hallways, common courtyards, walkways, or the exterior walls of the apartment building.
- v. No overhead or external wiring of the antennas shall be permitted.

e. Parking Management

The Agreement shall provide for the following:

- i. A "Parking Management Plan" shall be required for the residential and mixed-use components of the Project. The Parking Management Plan (PMP) shall identify the parking space(s) for every residential unit in the Project. With the exception of an attached garage for the exclusive use of an identified unit, all parking spaces shall be identified with a unique number that shall be stenciled on the pavement and regularly maintained. The PMP shall identify the parking spaces designated for the employees of the commercial/office lease areas. The PMP shall also identify parking designated for public parking.
- ii. Any tandem parking spaces identified in the PMP shall be assigned to the same dwelling unit or flex space. For purposes of the PMP, each tandem space shall count toward fulfillment of the total requirement of parking spaces for the residential portion of the project.
- iii. The PMP must be submitted to the City prior to submittal of a final map. The PMP must be approved by the City Council as a part of the approval process for the Project. Subsequent changes to the PMP shall have the prior written approval of the City Council.

- iv. The PMP shall stipulate that no utility trailers, commercial or construction vehicle of any length, buses or passenger vans, watercraft, or recreational vehicles shall be permitted to be stored or parked overnight on any private street and/or parking areas within the complex. "Recreational Vehicle" shall mean recreational vehicles, motor homes, campers, utility trailers, watercraft, travel trailer, truck camper, camping trailer, off-road vehicles, land conveyances, vessels, aircraft, boats, trailers, van conversions, customized trucks, and other similar type vehicles that are designed for human habitation for recreational or emergency purposes, or that require a special driver's license (e.g., noncommercial Class A or Class B) to operate.
- v. The PMP shall stipulate that any enclosed garage spaces or covered parking spaces provided shall, at all times, be assigned to units within the Project pursuant to the PMP. Storage within a garage shall be allowed only to the extent the garage includes a dedicated storage cabinet or storage area that does not impede or obstruct direct access to the parking space(s) within the garage.
- vi. Any tandem parking spaces identified in the PMP shall be considered a second parking space assigned to the same dwelling unit or Flex Unit. Tandem spaces shall only be assigned to and utilized for the parking of registered vehicles assigned to the residents of the same unit or occupants of the same Flex Unit. Tandem spaces shall not be assigned and/or rented out to other residents or users.
- vii. The property owner/management company may not introduce, require, stipulate, or incorporate into lease or rental payments a separate fee for any surplus parking that exceeds the minimum threshold for assigned parking based on per-unit parking requirements as specified in the North Montclair Downtown Specific Plan (NMDSP) and the PMP for the project. If parking spaces that exceed the minimum threshold requirement as specified herein are available, the property owner/property management company may apply to the City Council for an amendment to the approved PMP for the project to establish separate monthly fees for each surplus parking space.
- viii. As part of the initial rental application process for a residential or commercial/office space, each potential renter of a unit within the project shall be given written notice by the property management company of the on-site parking and off-site parking conditions and requirements at the complex. All executed rental lease agreements will contain a detailed summary of the PMP as an exhibit and a signed acknowledgement form which records the resident's agreement with the terms of the PMP. In addition, the prospective tenant(s) shall receive an electronic version of the entire PMP, either as an email or other electronic format specified by the renter. The entire PMP shall also be available for review in the office of the on-site management company and available online on the Project's website for residents to view.

f. Maintenance, Operation, Preservation, and Repair of Property

Owner, through its Management Company, shall keep the Project well-maintained (including, without limitation, private streets and drives, all buildings and on-site structures; signage; sidewalks; parking lots; parking structures, exterior building mounted and/or site lighting fixtures; landscaping; open space/recreation areas onsite, dog park areas, storm drain system including all storm water treatment devices associated with the Water Quality Management Plan, fencing; foundations and pools, if any; and other Improvements) and shall operate the Project in a businesslike manner; shall prudently preserve and protect both its own and City's interests in connection with the Project, shall not commit or permit any waste or deterioration of the Project; shall not abandon any portion of the Property; and shall not otherwise act in such a way as to unreasonably

increase the risk of any damage to the Project. Such maintenance shall include, without limitation, the following:

- i. Keeping the exterior surfaces of buildings painted, plastered, or otherwise appropriately treated to be in sound condition; and
- ii. Replacing broken or severely etched windows and other glass surfaces promptly; and
- iii. Keeping the Project free from any accumulation of debris, graffiti, waste materials (including pet waste); and
- iv. Keeping trees, ground cover, shrubs, and other plant materials trimmed in healthy condition, and replacing missing or dead plant materials; and
- v. Maintaining all exterior light fixtures (building mounted and freestanding) in full operating condition. Non-functioning, broken or damaged light fixtures/support structures shall be promptly repaired and/or replaced with the same fixture type as originally approved; and
- vi. Keeping paved surfaces and other hardscape elements clean and in good condition, free of dirt and grime, gum, or grease, potholes, excessive staining or the unsightly accumulation of leaked motor oil/automotive fluids, significant surface cracks, dangerous uplifted walkways, or other conditions which impede paths of travel; and
- vii. No outdoor pay telephones or vending machines (including delivery lockers) shall be installed on any public street, easement, or park. Vending machines may be allowed within buildings or in private outdoor recreation areas when machines are located out of view to the street and are placed with an alcove space that is architecturally integrated into the design of the building, subject to the satisfaction of the Community Development Director.
- viii. Prohibiting auto repairs, car washing, storage of unregistered and/or inoperable vehicles, within parking areas of the Project; and
- ix. Keeping the on-site storm drain system in working order and in good repair at all times including the storm water treatment devices associated with the Water Quality Management Plan; and
- x. Keeping refuse collection facilities (e.g., trash chutes, rooms or enclosures) shall be maintained in a sanitary, orderly, and functional condition at all times. Sanitary shall mean free of scattered trash and food debris, spills or splatter on floors and/or walls, free of odors to the highest degree possible, and free of insects and rodents; and
- xi. Keeping all private streets, drive aisles, and exterior parking areas within the Project free of weeds, debris, trash, graffiti, and potholes. Owner shall be responsible for maintenance and repaving of all private street and drive aisle surfaces; and
- xii. Prohibiting the use of shopping carts for any commercial/office user within the project boundaries; and
- xiii. Maintain each dog park area in a clean and orderly condition at all times to deter odors and maintain sanitary conditions. To assure compliance, each dog park area shall comply with the following minimum standards:
 1. Ground-level dog park areas shall be designed and constructed with well-drained soils and substrates (i.e. engineered soil) to allow for quick percolation of water and urine, and to prevent soil erosion and run off, subject to the review and approval of the Community Development Director

and Water Quality Management Plan (WQMP) Coordinator. The use of natural turf is not recommended.

2. Above-ground level dog park area locations shall be constructed with a solid roof and an appropriately designed surface (e.g., synthetic turf) and drainage system that allows for routine wash-off maintenance and drainage into a properly designed waste water system. Building permits may be required for such systems.
 3. Dog park areas shall be maintained at all times, with any holes filled in, substrates properly maintained, and fences and amenities kept in good condition and functional.
 4. All dog park areas shall be located near a water supply line for drinking fountain (dog and human) and for maintenance purposes.
 5. Each dog park area shall be posted with rules for the dog park area in English and Spanish, in type large enough to be easily read by those entering the park.
 6. Provide adequate disposable bags, or other means of removing feces, and refuse cans for disposal. Trash cans shall be regularly emptied with contents disposed in a proper manner.
- xiv. Implementing and keeping a waste and refuse collection system in good operating order at all times. The Management Company must develop a written policy regarding the method of waste and refuse collection for all tenants and lessees consistent with the approved Solid Waste Removal Plan (SWRP). Each tenant must be informed of the waste and refuse collection system prior to executing a rental agreement or lease. Each tenant must acknowledge their understanding of the waste and refuse collection system in the rental or lease agreement. The Owner may not charge an additional fee related to the type of collection method of waste and refuse. The waste and refuse collection system policy shall be approved by the City.

g. Remedial Actions

In the event the Owner fails to act or perform pursuant to the terms found in the Regulatory Agreement, the City reserves the right to enforce the restrictions imposed by the Regulatory Agreement at the expense of the Owner. The Regulatory Agreement shall make provisions to allow the City enforce the terms of the Regulatory Agreement.

i. Sale or Transfer

Prior to the issuance of any building permit or recordation of the final map (whichever occurs first), the Owner shall record a covenant and agreement against the entire property prohibiting the sale of any individual building within the Project for purposes of rental or lease. The covenant and agreement shall be a part of the Regulatory Agreement required by this Condition and shall be approved by the City Council. It may not be cancelled or amended without City approval.

ii. Compliance with Rules

Renters/Lessees occupying residential units and or Flex Units within the Project shall be subject to all rules and regulations developed by the Management Company. The Management Company shall establish a warning and fine system for violation of the rules and regulations. If residential renters of units violate rules and regulations, the renter or lessee shall be responsible for payment of such fines for violation of the rules. The rules established by the Management Company for rental of residential units and/or

commercial/office space shall include provisions for eviction of tenants for violations of the rules and regulations of the project.

19. The Owner shall consent, in writing, to enter into an agreement to be recorded against the property detailing compliance with the City of Montclair Parkland Dedication Ordinance for the park depicted on approved plans. The proposed Park Land Agreement shall include a requirement for the dedication of a 0.22-acre parcel of land for a public park, a conceptual park design exhibit for that park in compliance with the NMDSP, as well as a description of the proposed park improvements and facilities to be constructed consistent with the Conceptual Landscape and Park Design Plan, and the NMDSP. In addition, the Park Land Agreement shall include a mechanism for determining the amount of credit to be provided to the Owner against in-lieu fees to be paid for the construction of improvements and installation of equipment and/or facilities. Such credit shall be based upon the City's adopted parkland dedication/in-lieu fee schedule. No credit/reimbursement shall be provided in excess of the amount of in-lieu fees that are due to be paid to the City by the Owner. The final construction drawings for the improvements to the neighborhood park on the project site shall be submitted to the Planning Division during the plan check process for review and approval. Construction of the park shall be completed concurrently with construction of the first and second residential/mixed use buildings. No Certificate of Occupancy shall be issued for the second building to be completed unless, and until, a Certificate of Completion and acceptance has been issued for the park.

20. Flex Units

To ensure that the integrity of the site's mixed-use designation by the NMDSP is maintained, and to promote an appropriate ratio of residents supporting commercial and restaurant uses, the City establishes the following conditions for Flex Units:

- a. Submit for final City review and approval a final site plan and first floor plan identifying the location of all Flex Units for each building within the project with assigned Flex Units. Flex Unit shall include each Building space specifically identified and reserved for use as a "Prime Potential Commercial/Restaurant" ("Potential Restaurant") location and Flex Units reserved for retail/office/restaurant use ("Flex Units") as specified on the "First Floor Plan", dated August 19, 2020, page 10 for Case No. 2017-20 - The Village At Montclair. Flex Unit shall not include and shall not mean units designated for residential or live/work use.
- b. Except as otherwise provided for in subsection "c." of this Condition No. "20" for conversion of a Flex Unit from commercial/office use to a residential or live/work use, each Flex Unit shall be used only for restaurant/commercial/office use.
- c. Conversion of a Flex Unit to a residential or live-work use shall be considered a temporary use, as defined below in paragraph "v." of this subsection. The property owner/management company shall use a Retail Market Analysis as defined below in "c.i." of this subsection to support any recommendation to the City to allow for conversion of a Flex Unit to a temporary residential or live-work use. Flex Units identified and reserved in Buildings for use as Prime Potential Commercial/Restaurant (Potential Restaurant) uses shall not, any time, be converted to residential uses.
 - i. A Retail Market Analysis shall be prepared by an independent third party consultant jointly approved by the property owner/management company and the City. The Retail Market Analysis shall be prepared at the property owner's/management company's expense and conducted within the six months preceding a request for the temporary conversion of a Flex Unit(s) from a commercial/office/restaurant use to a residential or live-work use. **Retail Market Analysis defined.** A Retail Market Analysis is a tool for identifying retail market trends within or around a local community. While the analysis focuses specifically on the performance of local retail markets, information on the broader economic trends within the region is critical to understanding current and future changes in the retail markets subject to the

analysis. The Retail Market Analysis shall analyze local retail market trends; consumer demand; vacancy rates; commercial versus residential lease rates; unit conversion costs from commercial/restaurant/office to residential or live-work; unit conversion costs from residential or live-work to commercial/restaurant/office; changes in demographics and population; the age and income distributions of the population; and other relevant data for uses associated with mixed-use and transit-oriented developments that affect the demand for retail/office goods and trends.

- ii. Except as otherwise prohibited in this subsection, Flex Units in Buildings 1 and 2 shall each be reserved for commercial/restaurant/office uses for no less than twelve months following the issuance of a certificate of occupancy for the Building in which each Flex Unit is located, inclusive of all units within each Building. At the end of the twelve month period following the issuance of a certificate of occupancy, and excluding units designated as prime potential commercial/restaurant (Potential Restaurant) locations, and based on the findings of a Retail Market Analysis completed within the most recent six months preceding application for conversion, the property owner/management company may apply to the City for conversion of the subject Flex Unit(s) to a temporary residential use as provided for in paragraph "v" of this subsection, and the City shall not unreasonably withhold its consent.
- iii. At the discretion of the property owner/property management company, the Flex Unit in Building 3 may be built out as a residential or live-work unit during the initial construction of the Building; provided, however, use of the Flex Unit as a residential or live-work use shall be a temporary use as provided for in paragraph "v." of this subsection.
- iv. Building 4 Flex Units lining the west side of the Station Promenade, north of Birch Street, shall each be reserved for commercial/restaurant/office uses for no less than twelve months following the issuance of a certificate of occupancy for Building 4, inclusive of all units within each Building. At the end of the twelve month period following the issuance of a certificate of occupancy, and excluding units designated as prime potential commercial/restaurant locations, and based on the findings of a Retail Market Analysis completed within the most recent six months preceding application for conversion, the property owner/property management company may apply to the City for conversion of the subject Flex Unit(s) to a temporary residential or live-work use, and the City shall not unreasonably withhold its consent.
- v. A temporary use is subject to the Conditions of Approval - The Village at Montclair Project. The conversion of a Flex Unit to a temporary residential or live-work use may, at the discretion of the Community Development Director, require application for a Temporary Use Permit (TUP) that shall be valid for no more than twelve months following the date a residential lease is entered into, subject to renewal at and by discretion of the Community Development Director for successive twelve month intervals, such requests for renewal to be supported by a Retail Market Analysis conducted in the most recent six months preceding application for renewal that reflects unfavorable market trends for conversion of the subject Flex Unit(s) back to a commercial/retail/office use. Extension of the temporary use by the Community Development Director may be limited to six months to provide the property owner/management company time to complete the Retail Market Analysis conducted to support the application for an additional 12-month extension of the temporary use. Furthermore, discretionary approval of an application for a twelve month extension shall be inclusive of the discretionary six month extension provided by the Community Development Director to complete the Retail Market Analysis.

- vi. Live-work shall be considered a residential use with business activities limited to office or service uses permitted via an approved Home Occupation Permit pursuant to Chapter 11.58 of the Montclair Municipal Code and the provisions of the North Montclair Downtown Specific Plan.
- d. Provide the City with annual vacancy-occupancy reports for each building, accompanied by an independent commercial market study for the property provided at least once every two years. Information contained in the vacancy-occupancy reports and market studies will be used to determine when one or more Flex Units can be used as a residential use, or shall be maintained as, or returned to, a commercial use. The City and owner shall jointly meet at least once annually to review the subject reports to determine the future use of each Flex Unit.
- e. Limit residential tenant use of Flex Units to short-term (1 year) lease agreements to allow for conversion of Flex Units to commercial/restaurant uses, subject to "20.b. and 20.c" above and subject to commercial leasing schedule outlined in Conditions of Approval - southwest corner unit of Building 1 and easterly facing units (front on Fremont Avenue) of Building 2, not to be leased for residential occupancy for the earlier of: 12 months after Certificate of Occupancy or the entire project has achieved 90 percent occupancy.

**CONDITIONS PRIOR TO THE ISSUANCE OF BUILDING OR GRADING PERMIT
(Condition Nos. 21-141)**

Planning/Administration

- 21. The final design review process based on building plans shall be completed pursuant to Section 5.1.050.2 of the NMDSP by the Community Development Director in consultation with the City's Reviewing Architect prior to the issuance of building permits. Notwithstanding, certain design review details may require review or field inspection during construction. Costs to conduct architectural review shall be reimbursed to the City pursuant to the Reimbursement Agreement No. 17-33 between the Owner and the City.

No changes to an approved set of plans, including the exterior design and materials/finishes of any building, shall be permitted without the expressed approval of the City prior to any actual changes. At the discretion of the Community Development Director, any request for changes or revisions deemed to be significant may be referred to the City Council for review and approval.

- 22. Formation of the CFD must be completed (see Condition No. 16).

The Regulatory Agreement (per Condition No. 18) shall be executed the by Owner, and approved by the City Council. Upon City Council approval, the Regulatory Agreement shall be recorded prior to issuance of building permits. As part of the Regulatory Agreement, the PMP shall be adopted by the City Council. The Parkland Agreement shall be executed by the Owner and adopted by the City Council (Condition No. 19).
- 23. Owner's building plans shall provide that all vehicular and pedestrian access to the parking structure for the project (Owner Parking Structure) shall be gated at all entry points to regulate and prevent unauthorized public access. Vehicular access to the Owner Parking Structure will be limited to tenants, employees and/or guests of tenants living or working in the Project. Owner shall establish rules regarding parking structure pedestrian use and access that will be approved by City staff prior to occupancy.
- 24. A Solid Waste Removal Plan (SWRP) shall be approved by the City Council.
- 25. A Construction Phasing Plan identifying the order in which buildings will be erected on the site must be submitted. (Before a Certificate of Occupancy for each building can be issued, the required amount of parking in a sufficient amount of parking spaces to support all completed residential units, Flex Units, or new commercial uses shall be provided). Since the primary location of parking spaces for this project is contained in the parking structure within Building 4, the

parking structure shall be completed pursuant to a Building Permit final and then made available for immediate use. Except for the construction of the parking structure in Building 4, the applicant may determine which building of the project will be the last to be completed.

26. A written report from a qualified acoustical consultant indicating that the project will meet City requirements for exterior and interior noise levels and demonstrate compliance with Mitigation Measures for N2, NOI-1, NOI-2, NOI-3, and NOI-4 as contained in the North Montclair Downtown Specific Plan Amendment Project Supplemental EIR (January 2017) shall be submitted.

All sound attenuation measures (i.e. dual-paned glazing, upgraded insulation, etc.) as identified by the approved acoustical report prepared for the project shall thereafter be incorporated into construction drawings submitted for plan check. Maximum interior noise level of all units shall be no higher than 45 dBA.

27. Owner's plans shall provide that all dwelling units (living room and bedroom) and/or commercial/office spaces shall be pre-wired with phone, cable, and satellite connections.
28. Owner shall obtain approval from the Executive Director of Public Safety/Police Chief (or designee) of a Plan to install video surveillance cameras for each building (including parking structure), and all public spaces within the development. See Police Department conditions of approval for further details.
29. Owner shall prepare a Photometric Plan for each building indicating the location of all exterior light fixtures (area, building, parking lot, etc.) and the overall illumination levels across the site. All proposed exterior lighting shall comply with the following standards:
 - a. Provide a minimum maintained illumination level of one (1) foot-candle across the site.
 - b. All parking lot and other freestanding light fixtures shall incorporate 90-degree cutoff style luminaires and flat lenses so as to direct illumination downward to the surface to be illuminated and away from public rights-of-way surrounding the subject site.
 - c. Maximum total height for freestanding light fixtures shall be limited to 20 feet, inclusive of the height for concrete bases.
 - d. Above-grade concrete bases for lights, menu boards, speakers, vertical clearance bars, etc., shall be finished with colored stucco matching the primary color and finish of stucco on the buildings.
 - e. All exterior wall-mounted lighting fixtures shall be vandal-resistant and of a design, that complements the architecture of the building.
30. The developer shall submit a fence/wall plan for the entire site including both boundary and internal fence/wall locations. The plan shall specifically address existing conditions at each boundary and provide a complementary design for the project as a whole and the design of adjacent buildings. The plan shall include the following elements or details:
 - a. Specify fence/wall design details, materials, and finishes for review and approval by the Community Development Director.
 - b. The north and west property walls shall be designed to produce an attractive and consistent horizontal "top of wall" finished elevation with minimal and evenly spaced steps along the length of the wall, subject to review and approval by the Community Development Director.
 - c. Eliminate or prevent the creation of double wall or fence/wall conditions. The applicant shall be responsible for coordinating with the adjacent property owners regarding the replacement of property line walls, if required.
 - d. Enclose the dog park area located on the top of the parking garage to prevent pets from entering vehicular travel areas. The sides of the park

which are created by the parking structure shall maintain a guarded height of eight feet by wall, fence, or other means to prevent accidental falls.

31. All utility services provided to the project shall be provided to each lot within the project and placed underground pursuant to Chapter 11.75 -Undergrounding of Utilities - of the Montclair Municipal Code.
32. Indicate the location of any proposed neighborhood mailboxes within the development for review by the Community Development Director. No mailboxes shall be allowed on public sidewalks, or public easements/spaces. The applicant shall also ascertain any requirements for such mailboxes from the United States Postal Service (USPS) and other delivery services. The City acknowledges that proposed locations for neighborhood mailboxes shall be to the satisfaction of the USPS.
33. Owner shall complete and submit a complete Landscape Documentation Package meeting the intent and design criteria of the Montclair Water Efficient Landscaping and Conservation Ordinance (Chapter 11.60 of the Montclair Municipal Code) as amended by State law. The Landscape Documentation Package shall include the following items for City review and approval:
 - a. Detailed Landscape Concept and Irrigation Plan for the entire site including the public park area, and parking area with dog park on Lot 6; and
 - b. A "Water Budget" meeting State Water Conservation requirements; and
 - c. Landscape Construction Drawings (including a grading plan, irrigation plan, and planting plan); and
 - d. Maintenance manual and schedule to be kept on file and used by the property owner/property management company for reference.
 - e. A copy of the approved plan will be kept on file in order to use at a later date to ensure that the plan was implemented as permitted and maintained as required.
34. Every effort shall be made to locate and/or screen all ground or wall-mounted mechanical equipment including, but not limited to, utility meters, air conditioners, vents, and repair equipment within the building or screened in a manner that is compatible with the architectural design of the building to the satisfaction of the Community Development Director and reviewing architect. Wooden lattice or fence-like screens/covers are not appropriate screening materials and shall not be allowed.
35. Owner shall screen all roof-mounted equipment, satellite dish antennas, and other similar apparatus from public view in a manner that is incorporated into the architectural design of each building to the satisfaction of the Community Development Director and reviewing architect.
36. Exposed conduit or electrical lines shall not be allowed on any exterior surfaces of any building, including electrical lines providing power to exterior signs. Electrical switchgear, meters, etc., shall be screened or housed in an appropriately designed enclosure or other manner to the extent allowed by the utilities.
37. No outdoor pay telephones or vending machines shall be permitted within the development boundaries (including public spaces), except that vending machines may be allowed within approved outdoor recreational areas dedicated as such for each building. Vending machines within approved recreation areas shall not be directly visible to the street and be installed in an alcove architecturally integrated with a building to the satisfaction of the Community Development Director.
38. Prior to the installation of any signs on buildings, structure, or other non-public areas and structures within the project site, the applicant shall develop and submit an application for a Master Sign Program for the entire project and obtain Planning Commission for review and approval. The sign program shall address signs proposed for building addressing and identification, future commercial lease tenants, wayfinding, which are placed on non-public areas of the site. All signs shall be consistent with the sign provisions contained in the NMDSP, including the prohibition on the use of exposed raceways for all building-

mounted, except as provided for in the NMDSP, if approved by the Director of Community Development.

39. Obtain approval for any directional and or regulatory signs proposed for installation within the public right-of-way, public spaces or easements from both the Public Works and Community Development Directors.
40. Freestanding electrical transformers and Fire Department double detector check assembly equipment shall be screened with masonry walls compatible with the building architecture and/or landscaping to the satisfaction of the Community Development Director and Fire Marshal. Efforts shall be made to place these elements in locations that are as unobtrusive as possible.

Building

41. Submit four (4) complete sets of plans including the following:
 - a. Site/Plot Plan;
 - b. Floor Plan;
 - c. Reflected Ceiling Plan;
 - d. Electrical Plans including the size of the main switch, number and size of service entrance conductors, panel schedules, and single line diagrams;
 - e. Plumbing plans, including isometrics, underground diagrams, water and waste diagram, fixture units, gas piping, and heating and air conditioning;
 - f. Provide an existing plan of the building including all walls to be demolished;
 - g. Waste recycling plan, recycling 65% of all construction debris.
 - h. Landscaping plans including lighting structures, retaining walls, trash enclosures, and other walls and fences.
42. Submit two sets of structural calculations, and two sets energy conservation calculations.
43. Architect's/Engineer's stamp and "wet" signature are required prior to plan check approval.
44. The applicant shall comply with the latest adopted California Building Codes, and other applicable codes, ordinances and regulations in effect at the time of permit application. These applicable codes shall be indicated on the first page of submitted plans.
45. Contractors must show proof of State and City licenses and Workers' Compensation coverage to the City prior to permit issuance.
46. Separate permits are required for trash enclosures, accessory structures, site lighting, fencing, and/or enclosure walls.
47. Construction activity shall only be permitted from the hours of 7:00 a.m. to 8:00 p.m. daily.
48. Prior to issuance of building permits for a new commercial or industrial development project or major addition, the applicant shall pay development fees at the established rate. Such fees may include but are not limited to a Transportation Development Fee, Permit and Plan Check Fees, and School Fees. Owner shall pay all required school fees directly to the Ontario-Montclair School District and the Chaffey Joint Union High School District. Owner shall provide a copy of the school fees receipt to the Building and Safety Division prior to permits issuance.
49. Payment of all outstanding sewer reimbursement fees as imposed by a district, if any, or any assessments shall be required. Contact Noel Castillo, City Engineer, at 909/625-9441 for fees.

50. Regional Sewerage Supplemental Capital Outlay fees are required in accordance with Section 9.20.440 of the Montclair Municipal Code and the Inland Empire Utilities Agency (IEUA). Contact Noel Castillo, City Engineer, at 909/625-9441 for fees.
51. Upon approval by the City Council of the Parcel Map for the project, the Building Official shall assign address numbers to all buildings. Tenant spaces may be assigned at this time or a later time.
52. Submit detailed plans for all walls, fencing, and gates associated with the project. Any security gates which limit access to buildings shall be equipped with Medeco locks or other acceptable devices to allow access by emergency personnel and utility providers at all times. If access is secured to upper floors within multifamily dwelling unit structures, Medeco locks or other acceptable devices are required. For information contact Robert Hargett at (909) 447-3554.
53. All construction work carried out under the review of the Building Division shall be of good quality. The Building Official shall have the authority to enforce the installation of work that is straight, level, plumb, square, etc., as the situation requires. All work shall be well fit and of a durable nature. Every construction material in all cases shall not be below standard for the use applied.
54. Provide and clearly indicate on submitted plans disabled-accessible path(s) of travel to the public right-of-way and all required disabled-accessible parking lot signs. Sidewalks, paths-of-travel, and curb cuts shall comply with the requirements of the California Building Code, Title 24. The maximum cross-slope on a sidewalk or path-of-travel shall not exceed two percent (2%). All accessible requirements of the California Building Code shall be followed.
55. Provide and maintain a minimum illumination level of one (1) foot-candle from dusk until dawn every day. At all other hours of darkness, a minimum maintained .25 foot candle of light shall be provided at ground level. A photometric plan shall be provided at time of plan review.
56. Electrical and fire suppression service shall rise within the interior of the building(s). Roof ladders shall also be located entirely inside the building. Conduits and cables shall be located entirely inside the walls
57. Equipment screening shall be provided to completely cover from view any rooftop equipment. The screening shall be completely covered from view from the Montclair Transit Center, Arrow Highway, Birch Street, and Laurel Street.
58. Temporary construction and storage trailers placed on the property shall first obtain approval from the Planning and Building Divisions. Before any trailer is set in its location, obtain all permits from the Building Division. Plans and structural calculations will be required for the tie-down devices. Trailers used for public use (and not used for construction only) are required to meet all accessible requirements for use by persons with disabilities. The trailer will require access to the facility by way of ramps which comply with the California Building Code (CBC) 2019 edition, Chapter 11B, in addition to access to each required use of the trailer.
59. All mechanical devices and their component parts, such as air conditioners, evaporative coolers, exhaust fans, vents, transformers, or similar equipment, whether located on the ground or on the roof of the structure, shall be concealed on all sides from public view in a manner that is compatible with the architectural design of the building and to the satisfaction of the Planning Division. Provide sufficient number of details (i.e. line of sight drawing, building cross-section, etc.) to demonstrate all equipment is obscured from public view.
60. All roof-mounted equipment, satellite dish antennas, and other similar apparatus shall be screened from public view in a manner incorporated into the architectural design of the building to the satisfaction of the Planning Division.
61. Prior to issuance Building Permits, an approved site plan by the Civil Engineer of Record shall be submitted showing accurate property lines and building placement. No building shall span property lines.

62. Prior to the pouring of concrete in any foundation on the project, the applicant or their designee shall provide a pad certification stating that each structure is in accordance with the approved civil plans as to location and grade height.
63. Decorative foam trim shall not be used in areas subject to damage such as entry doors, garage doors, etc. Use of decorative foam shall not be allowed to be used below the second story.
64. All Flex Units identified as potential restaurant locations, shall be provided with a location for a grease interceptor. The underground piping for potential future grease interceptors shall be required to be installed simultaneously with underground plumbing for the buildings.
65. All trash enclosures shall be constructed of a material consistent with the primary type and color of that used on the building. The construction of such trash enclosure(s) shall conform to City standards and shall have a solid roof complementary to the main building. Black-colored concrete shall be used for the trash enclosure floor and its apron.
66. All landscape planting areas shall have 100 percent irrigation coverage by an automatic irrigation system.
67. Landscape maintenance shall be subject to immediate and periodic inspections by the City. The property owner shall be required to remedy any defects in grounds maintenance and replace any trees, shrubs, vines, or groundcover with a similar species, size, and quantity that are lost due to unauthorized removal, disease, windstorm, or other natural disaster as indicated by the City inspector, within two weeks after notification. Inspections shall be based on automatic landscape irrigation schedule, plant maintenance, weed and rubbish control, landscape plan approval, and any other area that is incidental to grounds maintenance.
68. Construction drawings submitted to the Building Division for plan check review shall comply with Montclair Security Ordinance No. 357; including, but not limited to, adherence to the following standards:
 - a. The numerical address of the building shall be displayed in a maximum of two locations on elevations as determined by the Director of Community Development.
 - b. Numerals shall be in a font acceptable to the Director of Community Development, minimum 10 inches in height, minimum 1½ inches in depth, and in a color that adequately contrasts with the background to which they are attached.
 - c. The facility shall be provided with a minimum maintained illumination level of one (1) foot-candle from dusk until termination of business every business day. During all other hours of darkness, a minimum of one-quarter (.25) foot-candles of illumination shall be maintained at grade.
69. Discharge of wastewater into the sanitary sewer system shall conform to Chapter 9.20 of the Montclair Municipal Code.
70. Payment of all outstanding sewer reimbursement fees as imposed by a district, if any, or any assessments shall be required. Contact Noel Castillo, City Engineer, at 909/625-9441 for fees.
71. Regional Sewerage Supplemental Capital Outlay fees are required in accordance with Section 9.20.440 of the Montclair Municipal Code and the Inland Empire Utilities Agency (IEUA). Contact Noel Castillo, City Engineer, at 909/625-9441 for fees.
72. No soil shall be imported or exported to or from the project site from an adjacent building site or from other sources for construction purposes without first obtaining approval from the City Engineer. A plan satisfactory to the City Engineer shall be prepared showing the proposed haul route within the City. Subject plan shall include provisions for street sweeping and cleanup. Applicant/contractor shall comply with all National Pollution Discharge Elimination System (NPDES) requirements.

73. Underground Service Alert shall be notified 48 hours prior to any excavation at (800) 422-4133.
74. All off-site and on-site trenching and excavation shall conform to CAL-OSHA standards. Excavations that exceed five feet in depth require a CAL-OSHA permit.
75. Prior to commencement of building framing or delivery of any combustible materials to the project site, an all-weather access roadway capable of supporting firefighting apparatus shall be constructed within 150 feet of all structures. An all-weather access is defined as base course A.C. pavement to a minimum depth of 2½ inches and having a minimum width of 20'-0". The 20-foot width shall be maintained free and clear of construction equipment, materials, and debris for the duration of construction. Roadway is subject to Fire Department approval prior to commencement of construction.
76. The applicant/developer shall install approved emergency lighting to provide adequate illumination automatically in the event of any interruption of electrical service.

Water Quality Management Plan (WQMP)

77. Submit two (2) preliminary approved WQMP's for final approval including two CD's with the WQMP and WQMP exhibit.
78. Submit plans for erosion and sediment control. Plans shall include all phases of the construction project, including rough grading, utility and roads installation, and vertical construction. Plans must be approved by the City Public Works Director/City Engineer. Contact Steve Stanton, NPDES Coordinator, at (909) 625-9470 for further information.
79. Prior to receipt of a City grading permit or building permit, Owner must obtain a Water Resources Control Board Construction General permit with a WDID number. A copy of the permit with the WDID number must be provided to the City.
80. Owner must pay Post-Construction Best Management Practice (BMP) inspection fees associated with the approved WQMP at the time of City grading permit issuance. Contact Steve Stanton, NPDES Coordinator, at (909) 625-9470 for further information regarding the permit and fees.
81. Owner shall comply with all requirements of the approved WQMP.

Engineering

82. Subdivider/Owner shall comply with all requirements of the Subdivision Map Act and the Montclair Municipal Code. The owner/applicant shall process any right-of-way dedications, easements or grant deeds required for the development.
83. The tentative map shall expire three years from the date of City Council approval unless extended under Government Code Section 66452.6. The final map shall be filed with the City Engineer and shall comply with the Subdivision Map Act of the State of California and all applicable Ordinances, requirements, and Resolutions of the City of Montclair.
84. Subdivider/Owner shall stub out all necessary utilities for the future parking structure to lot 6 to ensure utilities are accessible for the construction of the parking lot.
85. Parkland dedication to the City and construction of park improvement shall be made pursuant to Condition 18.
86. Payment of transportation-related development impact fees is required. Fees shall be assessed at the rate in effect at the time the fees are paid.
87. Public streets on the tentative tract map shall be dedicated to the City and designed in accordance with the NMDSP, latest amendment.
88. Private streets on the tentative map shall be designed in accordance with the North Montclair Downtown Specific Plan, latest amendment.

89. A sidewalk layout plan incorporating required square scoring pattern for all public and private streets. The sidewalk layout plans shall comply with the following items:
 - a. The sidewalk plan for this project shall utilize Sidewalk Joint Location (NMDSP Area) – Standard Plan No. 114; and
 - b. Coordinate square scoring pattern with curb and gutter control joints; and
 - c. Include sidewalk ramps, driveways, streetlights, and other utility boxes to demonstrate how the square scoring pattern can be implemented to greatest extent possible with only minor to no disruption of said pattern; and
 - d. The proper scoring shall be achieved by creating a narrow tooled joint in the wet cement; and
 - e. Finish quality and workmanship shall be to the satisfaction of the Directors of Public Works and Community Development. Unacceptable work shall be removed and reinstalled in an appropriate and acceptable fashion.
90. Street improvement plans are required for all public and private streets. Construction drawings shall be 24" by 36" with City standard title block.
91. Street names shall be at the discretion of the developer, subject to the approval of the Public Works Director/City Engineer.
92. All streets public and private shall have sidewalks conforming to Americans with Disabilities Act. Public and private streets shall have sidewalks on each side. Widths and scoring patterns shall conform to City Standard 114.
93. Streetlights shall be provided on all public and private streets. The minimum lighting level for all streets shall be to the satisfaction of the City Engineer. Plans shall include point by point foot-candle values arranged in a grid verifying a minimum lighting level of 2 foot-candles throughout every intersection.
94. Streetlights on public streets shall be owned and maintained by Southern California Edison. The style of luminaire and pole shall be as follows:
 - a. Poles–Ameron "Corsican" pole, 20CT12 for interior streets and 20CT15 for arterials.
 - b. Color–Fillmore 12 (black), exposed finish with Amershield (graffiti coating).
 - c. Luminaires–For interior streets King Luminaire K118LR "Washington" luminaire with standard (#1) finial, color "BK" (black); for arterial roadways, KA63 "Coshocton" twin arm, standard black full gloss.
 - d. Fixtures shall be fitted with reflectors or refractors as necessary to control glare and nuisance light spill onto residential units.
95. Monument signs shall not be permitted in the line of sight triangles next to driveway locations (see City STD 110).
96. All pavement damaged by excavation will be replaced with permanent pavement per the City Standard for paving and trench repair STD No. 301. Additionally, a 2 inch pavement cap will be installed for the length of the project from Curb line to center line of Arrow Highway.
97. Replace all existing lifted or cracked curb gutter, damaged utility pull box lids, and sidewalk adjacent to the property. Additionally remove sidewalk that show signs of ponding or is pitting, scaling or spalling. Curb Ramps not in compliance with ADA guidelines will be removed and replaced. Curb Ramp on the south west and south east corner of Arrow Highway at Fremont Avenue will need to be replaced to meet ADA standards, if not already reconstructed by City's construction of Improvement Plans by KOA for Arrow Highway. Existing driveways need to be removed and replaced with ADA compliant driveways.
98. The Applicant shall provide the design and construction of additional streets lights as required by the City Engineer.

99. All Utilities in the public right of way portion of each street frontage adjacent to the site shall be placed underground. This requirement applies to electrical services (facilities operated at nominal voltages in excess of 20,000 volts not included), transformers and switches, and where technology exists, telephone and cable television facilities as well.
100. The developer shall make payment of Regional Sewerage Capital Outlay fees as specified in the Montclair Municipal Code and by Inland Empire Utilities Agency.
101. Discharge of wastewater into the sewer collection system shall conform to all requirements of the Montclair Municipal Code.
102. Sewers intended to be maintained by the City of Montclair shall be designed and constructed per Public Works Department standards, and shall be located in public streets or easements dedicated to the City for sanitary sewer purposes. Sewers not constructed per Public Works Department standards shall be constructed per California Building Code and City of Montclair Building Division requirements and shall be privately maintained.
103. Sewer improvement plans are required for all sewers, public or private, and shall include both plan and profile views on 24" by 36" construction drawings.
104. Approval of the WQMP is required prior to the preparation of grading and/or other improvement plans. Requirements for the WQMP may be obtained from the City NPDES Coordinator Steve Stanton at 909-625-9470. Requirements of the WQMP may require significant modifications to the approved tentative map. If significant modifications are required, a resubmittal to the Planning Commission and City Council may be required.
105. A grading plan shall be prepared subject to the approval of the City Engineer. An erosion control plan is to be included and considered an integral part of the grading plan. Grading plans shall be designed in accordance with City standards and guidelines, and shall be on 24" by 36" sheets.
106. No soil may be imported or exported to or from the project site from any adjacent building site or from other sources for construction purposes without first obtaining approval from the City Engineer. A plan acceptable to the City Engineer shall be prepared showing proposed haul routes within the City. The plan shall include provisions for street sweeping and cleanup. Contractor(s) shall comply with all National Pollutant Discharge Elimination System (NPDES) requirements.
107. All drainage facilities shall comply with requirements of the approved WQMP.
108. Developer shall annex to an existing Community Facilities District (CFD) or participate in the creation of a new CFD for the maintenance of public streets, street lighting, and parkway improvements; street sweeping; and street tree/park tree trimming all within limits or frontages of development, and including a public safety component.
109. All off site and on site trenching and excavation shall conform to CAL-OSHA standards. Excavations that exceed five feet in depth require a CAL-OSHA permit.
110. Underground Service Alert shall be notified at least 48 hours prior to any excavation. Contact Underground Service Alert at 800-422-4133.

Fire

111. The Fire Prevention Bureau requires three (3) sets of plans be submitted with an application. The following plans shall be submitted for review and approval under separate permits:
 - a. Architectural
 - b. Fire Department Access
 - c. Private Underground Fire Line Service
 - d. Fire Sprinkler

- e. Fire Alarm
 - f. Emergency Radio Communication System
112. Construction shall not begin until submitted plans have been reviewed and approved by Montclair Fire Prevention Bureau and appropriate permits have been issued.
 113. All approved alternate means and methods shall have the approval letter copied onto all architectural, fire department access, fire sprinklers, underground fire service, and fire alarm plans.
 114. This project is required to comply with the current adopted California Fire Code as amended in the Montclair Municipal Code and Montclair Fire Prevention Bureau development standards.
 115. Prior to the issuance of a grading permit a fire department access plan shall be submitted to the City of Montclair, Fire Prevention Bureau for review and approval. The fire department access plan shall comply with the requirements specified by the City of Montclair Guideline for Fire Department Access & Water Requirements for Commercial & Residential Development, and the California Fire Code, Chapter 5.
 116. Prior to the issuance of a grading permit, evidence of sufficient fire flow shall be provided to the Montclair Fire Prevention Bureau.
 117. Fire safety requirements during construction shall comply with California Fire Code Chapter 33.
 118. A fire department access road complying with the CFC, Chapter 5 and the approved fire department access plans shall be installed prior to building construction and maintained for the life of the project. Once completed, the fire department access road shall be maintained unobstructed and in sound condition at all times.
 119. All required fire hydrants shall be installed and operational prior to building construction for fire protection, and shall be made available as soon as combustible material arrives on the site. Construction of the parking structure, foundation, slab, under slab utilities and other non-combustible construction, shall not be subject to this requirement. Once plans are approved, the Building permit may be issued to allow for the non-combustible construction to commence.
 120. All required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 3-feet shall be maintained at all times.
 121. Prior to construction a temporary address sign shall be posted and clearly visible from the street.
 122. Prior to combustible material being delivered to the site, a site inspection and approval is required from Montclair's Fire Prevention Bureau.
 123. The permanent building addresses shall be provided on all street fronts and either internally or externally lighted during hours of darkness. The address shall be clearly visible from the street fronting the property and comply with California Fire Code Section 505.1 and the Planning Division for size and color.
 124. City of Montclair Fire Prevention Bureau review and approval shall be required for the storage and/or use of hazardous materials as defined by the California Fire Code, for all uses located the project site.
 125. Prior to building final, the building shall be provided with a Knox Lock key box located no more than seven feet above the finished surface and near the main entrance door.
 126. Fire Department Connections (FDC) shall be located within 50 feet of a fire hydrant.

127. Double Check Detector Assembly shall be painted Rustoleum Hunter Green, satin acrylic finish stock #7944502.
128. An approved automatic fire sprinkler system shall be provided throughout, as defined by the most current edition of NFPA 13.
129. All outdoor detached facilities greater than 200 square feet (including trash enclosures) shall contain fire sprinkler system.
130. Prior to the issuance of a Certificate of Occupancy the building shall be provided with an emergency radio communication enhancement system. The emergency radio communication enhancement system shall meet the requirements of CFC § 510 and all applicable subsection. The system shall be installed and inspected by the Fire Prevention Bureau before the Certificate of Occupancy is issued. The requirement can be waived by Montclair Fire Marshal if the building is evaluated by an Emergency Radio Communication Specialist license by FCC, who certifies the building meets the emergency communications capability as specified by the California Fire Code § 510. The certification shall be in the form of a written report that outlines the analysis used in determining the building meets the emergency communications without an enhancement system.

Police

131. No consumption of alcoholic beverages on any publicly accessible outdoor areas of the property shall be permitted except in approved outdoor dining areas or other event with the express approval of the City and the State Department of Alcoholic Beverage Control. Private, resident-only accessible areas (IE clubhouses, patios, access restricted gated areas, etc.) are exempt.
132. Management will ensure all special events on the premises comply with all applicable City permits, codes, and ordinances, including but not limited to live entertainment permits, yard-sale permits, and noise control ordinances.
133. There shall be no special promotional events held on the property, unless a written request for such is received and approved by the Community Development Director and the Executive Director Office of Public Safety/Police Chief or their designee.
134. The premises shall be equipped with lighting of sufficient power to illuminate and make easily discernible the appearance and conduct of all persons on or about the parking areas, park space, pool area, building entries and other common hallway/building access points.
135. Businesses falling within the regulations of the State Alcoholic Beverage Control Board (ABC) shall not allow any consumption of alcoholic beverages on any property adjacent to the licensed premises under the control of the license.
136. The activity level of any business shall be monitored by the Police Department to establish the level of police services used for the business. Should the level of police services demonstrate that the applicant has not controlled excessive, or unnecessary activity resulting in high use of police services then the business and/or any entitlements (i.e., Conditional Use Permit) shall be reviewed for consideration of further conditions, modifications or revocation.
137. The property owner/property manager shall prepare and submit a security plan for the entire development to be reviewed and approved by the Chief of Police of the Montclair Police Department. The Security Plan shall incorporate:
138. Adequate lighting to illuminate parking areas, public access easements, open space and park locations, pool areas, and at common hallway/building access points so that the appearance and conduct of all persons is easily discernible and monitored; and
 - a. Adequate lighting to illuminate parking areas, open space and park locations, public access easements, pool areas, and at common hallway/building access points so that the appearance and conduct of all persons is easily discernible and monitored; and

- b. A closed circuit video surveillance (CCVS) system meeting the following requirements:
 - i. A minimum amount of cameras shall be placed in a position to monitor all entrances/exits to the community, public access easements, parking areas, public street, and common areas (e.g., park space and pool areas, etc.). Final location and quantity of cameras to be determined in "Security Plan".
 - ii. Cameras shall be capable of no less a resolution than 1920x1080 pixels, otherwise known as 1080p. All cameras shall have IR or low light capability.
 - iii. The CCVS system shall have ample storage capacity to retain camera footage for a period of no less than 90 days. To avoid unintentional lapses in coverage cameras shall not be motion activated. However, to conserve storage space, cameras may use motion sensors to lower the frames-per-second (FPS) during periods when no motion is detected. When motion is detected, cameras shall record no less than 30 frames per second.
- 139. Alarm systems are encouraged to complement the CCVS system. Current responsible party information shall be on file with the Police Department for appropriate response and notifications.
- 140. The property owner/property manager shall ensure all special events on the premises comply with all applicable City permits, codes, and ordinances, including but not limited to live entertainment permits, yard-sale permits, and noise control ordinances.
- 141. The Montclair Police Department may conduct parking enforcement activity on all public right-of-ways, pursuant to the California Vehicle Code. Enforcement of all off-street areas will be the responsibility of the property owner/property manager, as part of an approved Parking Management Plan.

CONDITIONS PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY AND/OR BUILDING PERMIT FINALS (Conditions 142 - 147)

Planning/Administration

- 142. Required parking spaces shall be provided and made available for use (i.e., Parking Structure in Building 4) pursuant to a Building Permit final, prior to the issuance of a Certificate of Occupancy for any residential or commercial building in the project.
- 143. A Certificate of Occupancy for the last building as identified in the Construction Phasing Plan (Condition No. 25) shall be contingent upon the completion of all aspects of the project including, but not limited to the:
 - a. Completion of all public street improvements; and
 - b. Access improvements leading to the Montclair Transcenter; and
 - c. Public Park improvements-No Certificate of Occupancy shall be issued for a second building unless, and until a Certificate of Completion and acceptance has been issued for the public park; and
 - d. Parking Structure in Building 4; and
 - e. Surface Parking and Dog Park on Lot 6; and
 - f. On-site improvements and landscaping for each building site.
- 144. To ensure compliance with the conditions of approval, a final inspection is required by the Planning Division upon completion of construction of each building and associated site improvements within the development. The applicant shall contact the City to schedule an appointment for such inspections.

Building

145. Prior to the issuance of a Certificate of Occupancy for each building/structure, the applicant shall:
 - a. Complete all on-and off-site improvements.
 - b. Provide a grading certificate, signed and sealed by the Civil Engineer of Record certifying that all grading has been completed according to the approved plans and all buildings and structures are in the called out location as stated on the plans.
 - c. Complete Fire Department inspection and obtain final approval. Obtain final approval from all departments and the Monte Vista Water District.

Water Quality Management Plan (WQMP)

146. Prior to issuance of a Certificate of Occupancy, the applicant shall:
 - a. Submit to the Engineering Division an electronic copy of the approved WQMP in PDF format.
 - b. Submit to the Engineering Division as-built drawings as it relates to the WQMP.
 - c. Record the WQMP Maintenance Agreement with the County of San Bernardino and provide evidence of said recording to the Engineering Division.
147. Prior to release of the Certificate of Occupancy for the first building of the project, the person or corporation responsible for the preparation of the WQMP shall certify in writing to the NPDES Coordinator that all conditions and requirements of the WQMP have been properly implemented. For projects, developments, or properties intended to be leased or sold, developer/applicant or owner shall also submit evidence to the NPDES Coordinator that lessee or purchaser has been advised in writing of lessee's or purchaser's on-going maintenance responsibilities with respect to the requirements of the WQMP.

ONGOING CONDITIONS (Conditions Nos. 148-153)

General

148. Comply with all conditions stated or referenced in these "Conditions of Approval" that apply as on-going rules, requirements, or conditions.

Planning/Administration

149. Implement all requirements and conditions of, and perform, maintenance activities in conformance with the Regulatory Agreement.
150. Comply with all on-going terms and conditions contained in the Master Solid Waste Removal Plan (SWRP).
151. Pursuant to Section 11.60.240 of the Montclair Municipal Code, all landscaping and irrigation systems shall be maintained in accordance with the approved site and/or landscape plan to ensure water use efficiency.
 - a. Any plant material that does not survive or which was removed or destroyed, shall be replaced upon its demise or removal, with plant material of like type and size as that which was originally approved and installed.
 - b. Plant material shall not be severely pruned such that the natural growth pattern or characteristic form are significantly altered. Trees shall be pruned to ISA (International Society of Arboriculture) standards and only as necessary to promote healthy growth and for aesthetic purposes (i.e., to enhance the natural form of the tree). Improperly or severely pruned trees, including topping as defined by the Water Conservation Ordinance, which results in the removal of the normal canopy and/or disfigurement of the

tree shall be replaced with trees of similar size and maturity as that which was removed or, as required by the Community Development Director.

- c. Dead vegetation shall be promptly replaced with healthy, living plants in accordance with standard seasonal planting practices. The property owner shall also be responsible to keep the landscaped areas reasonably free of weeds, trash, and debris.
- d. Modifications to and/or removal of existing landscaping shall require prior approval by the Planning Division.

Building

152. In conformance with the Regulatory Agreement, the applicant and/or property owner shall:
- a. Maintain the building's signs, lighting, landscaping, and all improvements in good working order at all times.
 - b. Remove any accumulation of trash, weeds, or debris on the property.
 - c. Remove graffiti on any building or associated improvements, and/or within 48 hours upon notification by the City.

Water Quality Management Plan (WQMP)

153. The owner shall contract with a qualified firm to inspect and maintain any stormwater treatment devices specified by the approved WQMP, following all WQMP recommendations. It shall be the responsibility of the owner to maintain inspection reports and provide inspection reports to the City upon request. In the event any stormwater treatment device fails due to lack of, or insufficient maintenance and/or inspection, or some other unforeseen circumstance, it shall be the responsibility of the owner to correct the deficiency and restore the stormwater treatment device(s) to its original working condition.



CITY COUNCIL AGENDA REPORT

DATE:	OCTOBER 5, 2020	FILE I.D.:	FIN540
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	FINANCE
ITEM NO.:	1	PREPARER:	L. LEW/V. FLORES
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION		

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

BACKGROUND: Mayor Pro Tem Raft has examined the Warrant Register dated October 5, 2020, and the Payroll Documentation dated August 30, 2020, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated October 5, 2020, totals \$1,816,735.80; and the Payroll Documentation dated August 30, 2020, totals \$586,787.72 gross, with \$415,900.02 net being the total cash disbursement.

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



CITY COUNCIL AGENDA REPORT

DATE:	OCTOBER 5, 2020	FILE I.D.:	HSV020/GRT125
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	HUMAN SVCS.
ITEM NO.:	2	PREPARER:	A. COLUNGA
SUBJECT:	CONSIDER APPROVING A GRANT FUND BALANCE CARRYOVER OF \$19,033.28 FROM PRIOR FISCAL YEARS FOR THE HUMAN SERVICES DEPARTMENT TO SUPPORT ONGOING CLINIC AND FAMILY HEALTH EDUCATION PROGRAM NEEDS		

REASON FOR CONSIDERATION: The City Council is requested to consider approving a grant fund balance carryover of \$19,033.28 from prior fiscal years for the Human Services Department to support ongoing Clinic and Family Health Education Program needs.

BACKGROUND: In prior fiscal years, Kaiser Foundation Hospitals–Ontario and the Ontario–Montclair School District (OMSD) have provided grant funding to the Human Services Department to be used toward various programs including Por La Vida, Health Promotion, Case Management, immunizations, and operation of the Family Resource Center. As of June 30, 2020, fund balances in the amounts of \$5,520.91 (Fund 1166) from Kaiser; and \$13,512.37 (Fund 1164) from OMSD for immunization grant programs remain. These amounts do not include any grant funds awarded for Fiscal Year FY2020–21 by these organizations—in fact, funding for FY2020–21 City programs has been severely cut or eliminated, making it essential that these remaining fund balances from prior fiscal years be utilized to support critical ongoing program needs.

FISCAL IMPACT: As other grant funds are being cut, City Council approval of this item would allow these leftover funds to be utilized to support Human Services Department program needs. The use of these funds will remain consistent with the intent, scope, and purpose for which these funds were originally granted. With the City Council’s approval of this action, a combined total of \$19,033.28 would be added to the Human Services Clinic and Family and Health Education budgets.

RECOMMENDATION: Staff recommends the City Council approve a grant fund balance carryover of \$19,033.28 from prior fiscal years in the combined total amount of \$19,033.28 to be used to support ongoing Clinic and Family Health Education Program needs.



CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 5, 2020 **FILE I.D.:** HSV042/GRT125
SECTION: CONSENT - AGREEMENTS **DEPT.:** HUMAN SVCS.
ITEM NO.: 1 **PREPARER:** A. COLUNGA

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 20-80 WITH PARTNERS IN CARE FOUNDATION CITY OF HOPE TO IMPLEMENT THE CHRONIC DISEASE SELF MANAGEMENT EDUCATION PROGRAMS

CONSIDER AUTHORIZING THE DIRECTOR OF HUMAN SERVICES TO SIGN AGREEMENT NO. 20-80 AND ANY OTHER DOCUMENTS TO EFFECTUATE THE PROGRAMS

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 20-80 with Partners in Care Foundation to implement the Chronic Disease Self-Management Education Programs and authorize the Director of Human Services to sign Agreement No. 20-80 and any other documents to effectuate the programs.

BACKGROUND: The purpose of the Healthy Montclair Initiative is to achieve an excellence in quality of life for those who live, work, play, eat, and shop in Montclair. Montclair was one of the first cities in California to be designated a Healthy City by California Healthy Cities and Communities in 1998. Since that time, the Healthy Montclair Initiative has flourished. Healthy Montclair defines health as a state of complete physical, mental, and social wellbeing and not merely the absence of disease or infirmity. Cardiovascular diseases, cancers, and chronic lower respiratory diseases caused over sixty-nine percent of the deaths in Montclair over the past thirty years. The Human Services Department has strategically identified policies, strategies, and programs to transform our community health and quality of life.

On November 18, 2019, the City Council approved Agreement 19-90 with the City of Hope through a partnership with the Partners in Care Foundation's for the Human Services Department to implement the Chronic Disease Self-Management Education Program (CDSMP). The one-year license agreement has since expired and staff is requesting the City Council authorize a new license term to implement the CDSMP. According to the Centers for Disease Control and Prevention, there is strong evidence from peer-reviewed publications and evaluations that participation in CDSMP can improve both physical and psychosocial outcomes and quality of life for those with chronic diseases.

FISCAL IMPACT: Should the City Council approve proposed Agreement No. 20-80, City of Hope would pay for the licensing fee for CDSMP for one year and the City of Montclair would pay the licensing fee of \$250 for the second year, unless the contract is terminated prior. The term of the agreement is September 20, 2020 through September 19, 2022.

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

1. Approve Agreement No. 20-80 with Partners in Care Foundation to implement the Chronic Disease Self-Management Education Programs; and
2. Authorize the Director of Human Services to sign Agreement No. 20-80 and any other documents to effectuate the programs.



Partners in Care Foundation Evidence-Based Program Affiliate Agreement

AGREEMENT NO. 20-80

Partners in Care Foundation, a California nonprofit public benefit corporation, located at 732 Mott Street, Suite 150, San Fernando, California, 91340 (hereinafter referred to as "Partners"), and **City of Montclair** ("Affiliate"), with its offices located at **5111 Benito Street Montclair, CA 91763** have agreed to enter into this Affiliate Agreement ("Agreement") under which Affiliate agrees to provide: 1) Quality delivery of the Partners' administered evidence-based health promotion Chronic Disease Self-Management Education Programs ("CDSME") and/or Falls Prevention Programs ("FPP"), described in Article I below [jointly referred to as "Program(s)"], 2) Ongoing reporting of Programs information as required by the Programs or this Agreement, and 3) Cooperation with Partners, other Partners' affiliates and Programs' Licensors where applicable. The further responsibilities of the parties hereto are outlined below.

Definitions:

Program- Evidence-based, researched interventions that demonstrate reliable and consistently positive changes in important health-related and functional measures as described in Article I.

Workshop- A structured evidence-based series provided to a targeted population (ie, chronic condition, falls risk) to teach skills and strategies to self-manage and build confidence for healthy aging.

Program Leader Training- Instructional course to ensure that facilitators follow the guidelines and meet program fidelity of evidence-based programs. Must be completed to be certified as a Program Leader.

Program Leader- Trained staff or volunteers who facilitate Workshops in the community.

Trainer- Program Leader who completes advanced training and is certified to train community members as Program Leaders.

Licensors- Organization authorized to license a Workshop and/or Program Leader Training.

Data Packets- Set of forms to track information such as attendance, demographics, pre and post outcomes and participant satisfaction.

I. Programs included in this Agreement only include those checked below:

Please see Exhibit A attached hereto and made a part hereof - Program requirements.

Chronic Disease Self-Management Education Programs ("CDSME"):

<input checked="" type="checkbox"/> (CDSMP) Healthier Living	Date Added: <u>09/20/2020</u>	Term Date: <u>09/19/2021</u>
<input checked="" type="checkbox"/> Tomando Control de su Salud	Date Added: <u>09/20/2020</u>	Term Date: <u>09/19/2021</u>
<input type="checkbox"/> Programa de Manejo Personal de la Diabetes	Date Added: _____	Term Date: _____
<input type="checkbox"/> Diabetes Self-Management Program	Date Added: _____	Term Date: _____
<input type="checkbox"/> Chronic Pain Self-Management Program	Date Added: _____	Term Date: _____
<input type="checkbox"/> Programa de Manejo Personal del Dolor Crónico	Date Added: _____	Term Date: _____
<input type="checkbox"/> Tool Kits for Active Living (CDSME Tool Kits)	Date Added: _____	Term Date: _____

Falls Prevention Programs ("FPP"):

<input type="checkbox"/> A Matter of Balance (MOB)	Date Added: _____	Term Date: _____
<input type="checkbox"/> Tai-Chi for Arthritis	Date Added: _____	Term Date: _____
<input type="checkbox"/> EnhanceFitness	Date Added: _____	Term Date: _____

The parties agree to the following additional terms under this Agreement.

II. Term and Termination

1. This Agreement is effective as of **September 20th, 2020**. Unless otherwise terminated as provided herein, this Agreement shall automatically renew on September 20th for one additional one (1) year term.
2. This Agreement may be terminated at any time upon the written mutual consent of the parties.
3. Partners may terminate this Agreement immediately at any time upon providing written notice to Affiliate upon the termination of Partners' license under the Programs, as applicable.
4. Either Partners, or Affiliate, reserves the right to terminate this Agreement with 30 days prior written notice delivered by certified mail. However, Partners or any Program developer may terminate the Agreement immediately in writing if serious quality violations or apparent disregard for Program guidelines is found.
5. Partners may terminate this Agreement within 10 business days if the Affiliate demonstrates repeated noncompliance with the terms of the Agreement. Partners shall submit 3 written requests for compliance before termination.

III. The Affiliate will be responsible for the following:

1. Training:

- a) Request approval from Partners to hold any Program Leader Training, which shall incur an additional cost per training to the Affiliate.
- b) Ensure that Program Leader Training(s) offered under Partners' license include representatives of Partners or utilize Program Trainers approved by Partners. Agree that trainings are only open to those individuals who have completed a Leader application, screening and agreement. Example shown in Attachment A (may be revised from time to time).
- c) Ensure that any volunteers (Leader or Trainer) complete an Information Security Awareness Training, within 60 days of their start date and annually thereafter. Partners will provide information to access the training or may approve Affiliate's security training.
- d) Ensure that each Program Leader maintain fidelity by facilitating at least one workshop per year.
- e) For MOB Program Leaders, attend 2.5 hours of update training per year.
- f) Affiliates must send copies of training certificates of completion and confirmation that Master Trainers have passed the individual.

2. Program Implementation:

- a) Upon contract execution the Affiliate Contact Person shall complete the Partners Orientation Webinar. All new Affiliate Contact Persons must complete the Webinar.
- b) Ensure that Workshops are only taught by persons who have successfully met all applicable pre-requisites set by Partners or the applicable Program Licensor, completed an approved leader/instructor training and maintained their certification per individual Program guidelines. If there are no approved leaders available, the Program must be discontinued until a qualified leader(s) is obtained.
- c) Adhere to Partners' guidelines regarding Program naming. Use the full Program name as outlined in this Agreement as the official Program titles and acknowledge and credit the Program developer, as provided to you by Partners, in news releases, published reports, brochures and other Program materials.
- d) Comply with all Program requirements as determined by Partners and any applicable Program Licensor.

- e) Affiliate shall not modify the Program curriculum in any way without the express written permission of Partners and the Program's Licensor.

Affiliate shall abide by the Partners policies and procedures and any license agreement held by Partners on behalf of Affiliate. All necessary forms for Partners-approved Program(s) should be sent or emailed to:

Partners in Care Foundation
732 Mott Street, Suite 150
San Fernando, CA 91340
Attention: Community Wellness Department
EBPrograms@picf.org

- f) Affiliate shall submit ongoing Program Data Packets to Partners for the period of the Agreement. From time-to-time Affiliate may be asked and/or may volunteer to participate in additional data collections. From time-to-time Affiliate data may be provided to funders of Partners in de-identified and/or aggregate form.
- g) Affiliate shall be responsible for publicizing/marketing the Program(s); further Affiliate shall be responsible for recruiting and registering participants for each Program as prescribed by that specific Program, subject to the ultimate oversight of Partners.
- h) Affiliate shall link their efforts with Partners and its local/regional organizations wherever possible.
- i) Affiliate shall strictly comply with all state and federal laws and regulations regarding confidentiality of patient medical records, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the California Confidentiality of Medical Information Act ("CMIA"). Affiliate shall execute the HIPAA Business Associate Addendum attached hereto as Exhibit C.
- j) Affiliate and all its agents and Trainers and Program Leaders shall comply with all applicable laws in fulfilling its obligations under this Agreement, including, without limitation, HIPAA and CMIA. Affiliate shall ensure that its agents and Program Leaders do not engage in any discriminatory, abusive or harassing behavior.

3. California Healthier Living Website

- a) Affiliate is required to post all workshops to the Healthier Living website (www.cahealthierliving.org) at least twenty (20) business days before the workshops, as defined in this Agreement.

4. Reporting:

- a) By the 10th day of each month, submit a data packet for each workshop that ended in the previous month to Partners at EBPrograms@picf.org, via mail, or via monthly survey. (For example, by September 10th, send data packets for workshops ending in August)
- b) On the 1st business day of each month, Partners shall send a web-based survey requesting workshop information, data packets and updated leader list. Affiliate shall complete survey by the 10th of each month.
- c) Provide an annual Active Leader/Master Trainer Report (Attachment B) to Partners, listing:
 - i) Name and contact information for Leaders and Trainers providing Workshops or Program Trainings under this Agreement
 - ii) This report is due upon signing of this Agreement upon renewal on September 20th.
- d) For CDSME Leader Trainings, provide the following information for the Annual Self-Management Resource Center Report
 - i) Name of organization hosting the training(s) (license holder)
 - ii) Name of the Trainers

- iii) Number of Leaders trained
- iv) Training dates
- v) Number of trained Leaders still active
- vi) Names of the organizations represented in the training(s)

5. Program Monitoring, Participant Information and Evaluation:

- a) Provide Partners with reasonable access to all Programs for periodic fidelity checks/site visits.
- b) Notify Partners of any changes in Affiliate contact person and training dates not less than 30 days prior to their occurrence.

6. **Affiliate Contact Persons:** Affiliate shall designate a contact person who will receive a copy of this Agreement, help ensure that the above responsibilities are upheld, and maintain communication with Partners. This primary contact person's name and contact information is listed below.

<u>Alyssa Colunga</u>	<u>Administrative Analyst</u>	<u>909-625-9459</u>	<u>acolunga@cityofmontclair.org</u>
<i>Name</i>	<i>Title</i>	<i>Phone Number</i>	<i>Email</i>

COO or CEO contact or Signature Authority

<u>Edward C. Starr, City Manager</u>	<u>909-625-9497</u>	<u>ecstarr@cityofmontclair.org</u>
<i>Name</i>	<i>Title</i>	<i>Phone Number</i>
		<i>Email</i>

<u>Marcia Richter, Director of Human Services</u>	<u>909-625-9453</u>	<u>mrichter@cityofmontclair.org</u>
<i>Name</i>	<i>Title</i>	<i>Phone Number</i>
		<i>Email</i>

7. **Assumption of Risk and Hold Harmless:** Affiliate shall use the Program(s) at its own risk, and Partners does not represent that the Program(s) is accurate or up-to-date. Partners will have no liability to Affiliate or to any third party as a result of its use of the Program(s), and to the extent allowed under the laws of the State of California; Affiliate will be liable for any claims related to its use of the Program(s) and shall hold Partners harmless from any claims or damages (including, without limitation, reasonable attorney's fees and consulting and expert fees) filed or asserted against Partners related to Affiliate's use of the Program(s) or the actions of Affiliate's agents or associated trainers.

8. **Confidentiality:** Affiliate shall not use, misappropriate, release, disclose, or disseminate any trade secrets or proprietary or confidential information of Partners and Program Licensors, to any other person or entity except as specifically permitted by this Agreement or upon the prior written authorization of Partners. Confidential information protected by this Agreement shall include all protectable intellectual property of Partners or relating to all Programs. Upon termination of this Agreement, Affiliate agrees to promptly return any confidential or proprietary information in its possession or control to Partners or, if return is impossible or impracticable after reasonable effort, to destroy or secure all such information.

IV. Partners will be responsible for the following:

- 1. Holding a license for Partners' approved Programs under which Affiliate may operate.
 - a) Affiliate understands that permission granted under this Agreement extends only to the current version of the Program(s) available as of the effective date of Partners' agreement(s) with Program developers and may not apply to any subsequent versions of the Program(s). Partners will make all reasonable efforts to provide update trainings under this Agreement; however, this may not be possible. In such

cases Partners will assess additional fees at-cost to Partners or Affiliate can choose not to participate in update trainings with the understanding that Leader certifications will expire at that time.

- b) Partners has no obligation and makes no guarantee that it will continue to hold any license to any Program in the future. Affiliate shall have no claim against Partners or any Program licensor for Program licensor withdrawing or terminating any license to a Program in the future.
2. Providing up to two (2) hours per year for consultation, as well as access to electronic forms of education and promotional materials, as needed for Programs. ("Technical Assistance" or "TA"). Additional fees may apply for consultation in excess of two (2) hours per year, at \$60 per hour, invoiced monthly in 15-minute increments.
3. Securing data records submitted by Affiliates for a period of one (1) year at which time Partners will appropriately destroy Affiliate data records either by shredding and/or by electronic purging or if destroying or purging is not feasible, shall continue to extend the protections required under HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of Protected Health Information.
4. Monitoring and maintaining the California Healthier Living website (www.cahealthierliving.org) and providing Affiliates with access to this site. This website serves as a venue for collective learning where Affiliates can gather the latest information regarding Program(s). This website is used to find and share required documents, marketing and recruitment materials, and to learn about Program training and update training dates/locations. Partners makes no guarantee that this website will be accessible, and Affiliate acknowledges that it shall not be deemed a breach of this Agreement should these websites fail to operate. Keep a list of Partners-certified Affiliates and trainers in California who meet minimum quality standards for their approved Programs and meet additional quality standards as affiliates of Partners. Such list may be published by Program developers (name of alliance agency and state).
6. Keep certified Leaders/Trainers and the Affiliate informed of latest material Program information.
7. As resources are available, Partners will provide materials to its Affiliates with a fully executed Agreement and in good standing with Partners in an effort to assist in the development and/or sustainability of Program infrastructure. This may include training support and approved Program materials.

V. Insurance and Liability:

1. Partners and the Affiliate shall each maintain comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit for personal injury and property damage. Affiliate shall provide a current certificate of insurance or other evidence of such insurance coverage to Partners upon execution of this Agreement.
2. Partners shall indemnify and hold harmless Affiliate, its officers, directors, employees, and volunteers from and against any and all actions, suits, judgments, damages, proceedings, claims, demands, losses, costs, and expenses, including reasonable legal costs and attorneys' fees, arising from or related to any gross negligence or willful misconduct on the part of Partners, or their respective officers, employees, agents or volunteers in connection with Programs that are the subject of this Agreement; provided, however, that the Affiliate acknowledges that Leaders/Trainers of the Programs that are employees of or are contracted by the Affiliate are not employees, agents or volunteers of Partners. The Affiliate shall indemnify and hold harmless Partners, and their respective officers, directors, employees, and volunteers from and against any and all actions, suits, judgments, damages, proceedings, claims, demands, losses, costs, and expenses, including reasonable legal costs and attorneys' fees, arising from or related to: (i) any gross negligence or willful misconduct on the part of Affiliate, its officers, employees, agents or contractors in connection with Programs that are the subject of this Agreement, or (ii) the condition or safety of the facility. Partners' rights under the prior sentence shall be in addition to Partners' rights under Article III, Section 5.

VI. Notices:

1. Any amendment or modification of this Agreement shall be binding only if evidenced in writing signed by the authorized representative of both parties.
2. Unless notified to the contrary, notices shall be provided as follows:

Partners in Care Foundation, Inc.,

Affiliate : City of Montclair

"Partners":

732 Mott Street, Ste. 150
Address

San Fernando, CA 91340
City, State, Zip Code

W. June Simmons
Representative Name

Chief Executive Officer
Representative Title

(818) 837-3775 ext.102 / jsimmons@picf.org
Representative Phone/E-mail

5111 Benito Street
Address

Montclair CA 91763
City, State, Zip Code

Alyssa Colunga
Representative Name

Administrative Analyst
Representative Title

(909) 625-9459/ acolunga@cityofmontclair.org
Representative Phone/E-mail

VII. Documentation

This Agreement, with its exhibits and attachments, constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing.

In acknowledgement of the foregoing description of the services and requirements of this Agreement, these authorized signatories do hereby attest to their acceptance of the terms and conditions of this Agreement.

Partners in Care Foundation, Inc.,

Affiliate : City of Montclair

"Partners":

732 Mott Street, Ste. 150
Address

San Fernando, CA 91340
City, State, Zip Code

W. June Simmons
Representative Name

Chief Executive Officer
Representative Title

(818) 837-3775 ext.102 / jsimmons@picf.org
Representative Phone/E-mail

Representative Signature

Date

5111 Benito Street
Address

Montclair CA 91763
City, State, Zip Code

Marcia Richter
Representative Name

Director of Human Services
Representative Title

(909) 625-9453/ mrichter@cityofmontclair.org
Representative Phone/E-mail

Representative Signature

Date

Exhibit A

Program Requirements

In addition to the requirements outlined in the Partners Affiliate Agreement dated **September 20th, 2020** also known as the "Agreement," Affiliate agrees to the following Program responsibilities:

- 1) The Affiliate shall be responsible for publicizing/marketing the Programs and recruiting and registering a minimum of 12 participants per Workshop or Leader Training.
- 2) For MOB, ensure that a guest healthcare professional attends one of the eight sessions (Job description in Attachment C)
- 3) Partners Program data requirements may include:
 - a. Affiliates with experienced facilitators capable of undertaking fidelity checks shall complete a *Fidelity Observation Checklist Form* for every newly trained leader.
 - i. CDSME: Use Attachment D-1 as a guide to administer a fidelity check on all newly trained leaders, and all leaders annually thereafter.
 - ii. MOB: For all newly trained leaders, coordinate with your Master Trainer to receive a fidelity check within the first four (4) sessions of your first workshop. The Master Trainer shall use Attachment D-2 to complete this check.
 - b. **For each Program held**, the Affiliate shall complete a Programs Data Packet provided by Partners. Completed data packets shall be submitted to Partners by the 10th calendar day of each month. This packet includes, at a minimum, the following forms (Forms may be subject to updates. Partners will give at least 30 days prior notification. Partners will be unable to provide outcome reporting in cases where incorrect forms are used):
 - i. Program Information Cover Sheet
 - ii. Attendance Log
 - iii. Participant Pre-Survey- collect demographic and pre-Program self-management skill level/health status. (Attachment E-1 and F-1)
 - iv. Participant Post-Survey- collect feedback about the quality of the Program and self-report of self-management skill level at end of the Program. (Attachment E-2 and F-2)

Failure to comply with submission deadline may include corrective action up to and including suspension of license.

Partners reserves the right to provide updated forms as they are modified by the Program developers or funders.

- 4) Notify Partners at least 30-days in advance to request adding a new Program (e.g., Tomando, A Matter of Balance, etc.) or an additional number of workshops to this Agreement. Addition of these Programs or additional workshops is generally permissible, but additional costs may be incurred.
- 5) Abiding by the following requirements and representations in the Program licensing agreements with Partners, which are applicable to Affiliates:
 - a. The Affiliate conducts Programs in accordance with Programs and other applicable materials. Affiliate may not create derivatives of the Program nor reproduce or distribute material derived or adopted from the Program without permission.

- b. Affiliate may only reproduce and distribute the Program(s) for the sole purpose of administering the Program(s) for internal educational purposes.
- c. All training materials and manuals that are produced must include the copyright language as determined by Programs.
- d. The Affiliate may not create derivatives of the Program(s) without the express written permission of Partners. The Affiliate may not otherwise commercially exploit the Program(s) or any material derived from or based upon the Program(s).
- e. The Affiliate agrees to contact Partners for permission to reproduce or distribute the Program(s) or any material derived or adapted from the Program(s) for any use not specifically granted in the Agreement.
- f. If the Affiliate wants to collaborate with another organization to offer training, Program materials, or any other use of the Program(s), the Affiliate should contact Partners and to ensure that the intended use is permitted and the organization has been licensed.
- g. When working with any other organizations, the Affiliate will use these questions to help them determine if the other organizations need a license:
 - i. Was the training for the leaders of this Program supplied by the Affiliate or Partners?
 - ii. Is (are) the T-Trainer, Master Trainer or Leaders employees or volunteers of the Affiliate or Partners?
 - iii. Is your organization's name and/or logo on all advertising and materials?
 - iv. Are the names of all participants sent to your organization or Partners?
 - v. Is your organization or Partners responsible for quality control and liability for this Program?

If the Affiliate has answered "No" to any of these questions, the other organization needs to obtain a license from the Program Licensor or become an affiliate of Partners. To receive more information, contact Partners in Care Foundation, 732 Mott Street, Suite 150, San Fernando, CA, 91340, Attention: Community Wellness Department

Exhibit B

Fees

Evidence-Based Program Licensing Licensing fees must be paid prior to commencement of EBP workshop	Fees
Chronic Disease Self-Management Programs *Must purchase License to offer either program	\$250 for up to 8 workshops per year \$400 for up to 16 workshops per year 9/20/2020-9/19/2021 shall be paid for by City of Hope. If programs continue, subsequent years shall be paid for by Affiliate.
EnhanceFitness	\$800 for the first year \$150 for each year thereafter \$200 for access to Online Data Entry System (ODES) annually
A Matter of Balance	
Tai Chi for Arthritis	

Exhibit C

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("**BAA**") supplements and is made a part of the agreement by and between Partners in Care Foundation, a California nonprofit public benefit corporation ("**Business Associate**") and **City of Montclair** ("**Covered Entity**"), dated **September 20th, 2020** (the "**Agreement**"). The parties are entering into this BAA to assist the Covered Entity in complying with HIPAA, and to set forth Business Associate's obligations under the Health Information Technology for Economic and Clinical Health Act of 2009 (the "**HITECH Act**"), and 45 CFR Parts 160 and 164, Subpart C (the "**Security Rule**"), Subpart D (the "**Data Breach Notification Rule**"), and Subpart E (the "**Privacy Rule**") (collectively, the "**HIPAA Regulations**"). Terms used in this BAA have the meanings given them in the HIPAA Regulations. This BAA applies to any Protected Health Information Business Associate receives from Covered Entity, or creates, receives or maintains on behalf of Covered Entity, under the Agreement.

1. Business Associate may use and disclose Covered Entity's Protected Health Information to provide Covered Entity with the goods and services contemplated by the Agreement. Except as expressly provided below, this BAA does not authorize Business Associate make any use or disclosure of Protected Health Information that Covered Entity would not be permitted to make.

2. Business Associate will:

(a) Not use or further disclose Covered Entity's Protected Health Information except as permitted by the Agreement or this BAA, or as required by law;

(b) Use appropriate safeguards, and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information, to prevent use or disclosure of Covered Entity's Protected Health Information other than as provided for by the Agreement or this BAA;

(c) Report to Covered Entity any use or disclosure of Covered Entity's Protected Health Information not provided for by the Agreement or this BAA of which it becomes aware, including breaches of unsecured protected health information as required by the Data Breach Notification Rule (45 CFR § 164.410), and any security incident of which Business Associate becomes aware. Notwithstanding the foregoing, Business Associate hereby provides notice to Covered Entity that it receives frequent, routine, unsuccessful attempts to penetrate or compromise its systems, including pings, port scans and log on attempts. Unless these attempts result in an unauthorized access to, use, disclosure, destruction or loss of electronic Protected Health Information, Business Associate will not report them to Covered Entity.

(d) Ensure that any of Business Associate's subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such information, including compliance with the HIPAA Security Rule with respect to electronic protected health information;

(e) Make any Protected Health Information in a designated record set available to Covered Entity to enable Covered Entity to meet its obligation to provide access to the information in accordance with 45 CFR § 164.524;

(f) Make any Protected Health Information in a designated record set available for amendment and incorporate any amendments to Protected Health Information as directed by Covered Entity pursuant to 45 CFR § 164.526;

(g) Make available to Covered Entity the information concerning disclosures that Business Associate makes of Covered Entity's Protected Health Information required to enable Covered Entity to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

(h) To the extent that Business Associate carries out Covered Entity's obligations under the Privacy Rule, comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(i) Make Business Associate's internal practices, books, and records relating to Business Associate's use and disclosure of Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary of the United States Department of Health and Human Services for purposes of determining Covered Entity's compliance with the HIPAA Regulations;

(j) Upon termination of the Agreement, return or destroy all Covered Entity's Protected Health Information that Business Associate still maintains in any form and retain no copies of such information or, if return or destruction is not feasible, extend the protections of this BAA to that information and limit further use and disclosure to those purposes that make the return or destruction of the information infeasible.

3. Business Associate may use Covered Entity's Protected Health Information for the management and administration of Business Associate's company and to carry out Business Associate's own legal responsibilities, and Business Associate may disclose the information for these purposes if Business Associate is required to do so by law, or if Business Associate obtains reasonable assurances from the recipient of the information (1) that it will be held confidentially, and used or further disclosed only as required by law or for the purpose for which it was disclosed to the recipient, and (2) that the recipient will notify Business Associate of any instances of which the recipient is aware in which the confidentiality of the information is breached.

4. Business Associate may use Covered Entity's Protected Health Information for data aggregation, as permitted by the Privacy Rule.

5. Business Associate may de-identity Covered Entity's Protected Health Information, and use and disclose the de-identified information without restriction.

6. If Covered Entity determines that Business Associate has violated a material term of this BAA, and if Business Associate fails to cure such violation within thirty (30) days of delivery of written notice thereof, Covered Entity may immediately terminate the Agreement.

7. This BAA is to be interpreted in accordance with HIPAA, the HITECH Act, and the regulations promulgated thereunder, as amended from time to time.

"COVERED ENTITY"

City of Montclair

"BUSINESS ASSOCIATE"

Partners in Care Foundation, a California nonprofit public benefit corporation

By: _____

Name: Marcia Richter

By: _____

Name: _____



CITY COUNCIL AGENDA REPORT

DATE:	OCTOBER 5, 2020	FILE I.D.:	SEW130/FWY157
SECTION:	CONSENT - AGREEMENTS	DEPT.:	PUBLIC WORKS
ITEM NO.:	2	PREPARER:	N. CASTILLO
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NOS. 20-82 AND 20-83 WITH SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FOR THE BETTERMENT OF SEWER INFRASTRUCTURE AND OTHER UTILITIES IN MONTE VISTA AVENUE CROSSING THE I-10 FREEWAY		

REASON FOR CONSIDERATION: The San Bernardino County Transportation Authority (SBCTA) and the California Department of Transportation (Caltrans) have entered into a cooperative agreement to construct the I-10 Express Lane Project, also known as the I-10 Corridor Project. An existing sewer line within the limits of the project requires relocation and the City would like to take this opportunity to increase the sewer capacity. This betterment requires an agreement with SBCTA. As part of the I-10 Express Lane Project, the Monte Vista Avenue interchange will be reconstructed. Various utilities in Montclair will also be improved or relocated as required to accommodate the project. An amendment to the existing utility agreement and a new utility agreement require City Council approval.

Copies of proposed Agreement Nos. 20-82 and 20-83 are attached for City Council review and consideration.

BACKGROUND: To accommodate the I-10 Corridor Project, SBCTA is coordinating closely with the City of Montclair to facilitate the required relocation of utilities, including the betterment of the existing sewer line in Monte Vista Avenue. This agreement and the amendment to existing Utility Agreement No. 19-21 (SBCTA Agreement No. 24704) will allow the City to realize cost savings through economy of scale, receiving lower unit costs for the required work due to the large scale of work to be performed for the SBCTA project. SBCTA has entered the construction phase of the I-10 Corridor Project and expects to complete construction in the summer of 2023.

The City has existing Utility Agreement No. 19-21 with SBCTA in place for the sewer relocation of the existing sewer main along Monte Vista Avenue, which was executed in 2019. The original Utility Agreement stated the roles and responsibilities for the work and discussed the betterment of the sewer line upsizing requested by the City, including \$139,000 for the betterment cost specifically. As the design has now been finalized and the scope has been fully determined, this amendment is required to include the final cost to SBCTA for the utility relocation, as required by the State. This Amendment includes the entirety of the Relocation Construction Costs for this Utility Conflict, since it is federally funded, excluding the cost of betterment already reflected in the original Utility Agreement. For this relocation, the estimated cost to SBCTA is now \$168,230 and there is no added cost liability to the City of Montclair. New Utility Agreement No. 20-83 (SCBTA Agreement No. 24705) reflects the total anticipated cost of \$175,560 for the additional various utility conflicts no additional cost liability to City of Montclair.

FISCAL IMPACT: Agreement Nos. 20-82 and 20-83 would not create any new fiscal impact to the City's General Fund. The original Agreement No. 19-21 with SBCTA is for \$139,000, which will be paid by the Infrastructure Fund as part of the project costs. That payment will be reimbursed to the Infrastructure Fund by the Sewer Replacement Fund as it is a betterment to the sewer system of the City. The General Fund will not bear any costs for this improvement.

RECOMMENDATION: Staff recommends the City Council approve Agreement Nos. 20-82 and 20-83 with SBCTA for the betterment of sewer infrastructure and other utilities in Monte Vista Avenue crossing the I-10 Freeway.



<u>District</u> 8	<u>County</u> SBd	<u>Route</u> I-10	<u>Post Mile</u> 0.0-R13.2	<u>Project ID No.</u> 081600007	<u>EA</u> 08-0C251
Federal Aid No.:		CMSTPLN-6053			
Owner's File:		Planset 8			
FEDERAL PARTICIPATION:		On the Project	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
		On the Utilities	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

FIRST AMENDMENT TO UTILITY AGREEMENT NO. 24704

WHEREAS, the San Bernardino County Transportation Authority, hereinafter called SBCTA, and City of Montclair, hereinafter called OWNER, have entered into that certain Utility Agreement No. 24704, dated March 15, 2019, which Agreement sets forth the terms and conditions pursuant to which OWNER has a 12-inch sewer line located within Monte Vista Ave. that is in conflict with said Project which requires relocation to accommodate SBCTA's construction on Route nI-10, Project No. 08-1600007; and,

WHEREAS, Caltrans and FHWA require an estimated dollar amount for the cost of relocation be included within the utility agreement when the project is federally funded and the SBCTA contractor is performing work for the OWNER with 100% liability on the project; and,

WHEREAS, said Agreement included only the cost of betterment to the City for the upsizing of said facility (\$139,000); and,

WHEREAS, it has been determined that the estimated amount for the cost of the relocation of the facility less the amount for the betterment is \$168,230; and,

WHEREAS, the estimated cost to SBCTA of the work to be performed under said Agreement was not included, and by reason of the requirement of an estimate for the work to be included, the estimated cost to SBCTA is \$168,230.00.

NOW, THEREFORE, it is agreed between the parties as follows:

1. The estimated cost to SBCTA of \$0.00 as set forth in said Agreement is hereby amended to read \$168,230.00.
2. All other terms and conditions of said Agreement remain unchanged.



SIGNATURE PAGE
TO
UTILITY AGREEMENT NO. 24704
AMENDMENT No. 1

IN WITNESS WHEREOF, the above parties have executed this Agreement on the dates below.

Owner:
CITY OF MONTCLAIR

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY,
a public entity**

APPROVED:

APPROVED:

By: _____
Title: Javier John Dutrey, Mayor

By: _____
Paula Beauchamp
Director of Project Delivery

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

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

By: _____
General Counsel

Date: _____

Date: _____

APPROVED AS TO FORM:

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

Date: _____

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
UTILITY AGREEMENT**

City Agreement No. 20-83

DISTRICT 08	COUNTY San Bernardino	ROUTE I-10	POST MILE 0.0-R13.2	EA 08-0C251	PROJECT ID 081600007
FEDERAL AID NUMBER CMSTPLN-6053(130)			OWNER'S PLAN NUMBER		
FEDERAL PARTICIPATION					
NO			On the project <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		On the Utilities <input checked="" type="checkbox"/> YES <input type="checkbox"/>

UTILITY AGREEMENT NO. 24705

DATE

The San Bernardino County Transportation Authority (“SBCTA”) and the California Department of Transportation (“Caltrans”) have entered into a cooperative agreement to implement, design and construct the I-10 Corridor Contract 1 Project (“Project”) between the LA/SBd County line to the I-10/15 interchange to reduce traffic congestion, increase throughput, enhance trip reliability, and provide long-term congestion management of the corridor. The Project includes mainline widening, auxiliary lane and structure improvements, and in cooperation with the cities of Montclair, Upland and Ontario, SBCTA will reconstruct and/or modify interchange ramps and local arterials necessary to accommodate the installation of two Express Lanes for (ten) 10 miles in each direction.

City of Montclair

Hereinafter referred to as “OWNER”, owns and maintains the following (**the “Utility Facilities”**):

- 12” sewer north of the West Bound I-10 Monte Vista Avenue off-ramp within project limits (CN-0562)

within the limits of the SBCTA Project which requires

relocation of facility

to accommodate SBCTA’s Project.

It is hereby mutually agreed between SBCTA and OWNER as follows:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 24705 dated August 28,2020, SBCTA shall relocate OWNER’s Utility Facilities as shown on SBCTA’s contract plans for the improvement of State Interstate 10, EA 08-0C251 which by this reference are made a part hereof. OWNER hereby acknowledges review of SBCTA’s plans for work and agrees to the construction in the manner proposed. Deviations from the plan described above initiated by either SBCTA or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by SBCTA and agreed to/acknowledged by the OWNER, will constitute an approved revision of the plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner. OWNER shall have the right to inspect the work during construction. Upon completion of the work by SBCTA, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to SBCTA ownership of the replaced facilities, except in the case of liability determined pursuant to Water Code 7034 or 7035.

UTILITY AGREEMENT NO. 24705

II. LIABILITY FOR WORK

The existing facilities are lawfully maintained in their present location and qualify for relocation at SBCTA expense under the provisions of Section 703 of the Streets and Highways Code.

III. PERFORMANCE OF WORK

OWNER shall have access to all phases of the relocation work to be performed by SBCTA, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Design-Build Contract; however, all questions regarding the work being performed will be directed to SBCTA's Resident Engineer for their evaluation and final disposition.

Use of personnel requiring lodging and meal 'per diem' expenses shall not exceed the per diem expense amounts allowed under the California Department of Human Resources travel expense guidelines. Accounting Form FA-1301 is to be completed and submitted for all non-State personnel travel per diem. Owner shall also include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed.

Work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements.

Work performed directly by Owner's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

IV. PAYMENT FOR WORK

SBCTA shall perform the work under Section I above at no expense to OWNER except as hereinafter provided.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SBCTA's request of 8/10/2018 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If SBCTA's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SBCTA will notify OWNER in writing and SBCTA reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

OWNER shall submit a Notice of Completion to SBCTA within 30 days of the completion of the work described herein.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

UTILITY AGREEMENT NO. 24705

In addition, the provisions of 23 CFR 635.410, Buy America, are also incorporated into this agreement. The Buy America requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

If, in connection with OWNER's performance of the Work hereunder, SBCTA provides to OWNER any materials that are subject to the Buy America Rule, SBCTA acknowledges and agrees that SBCTA shall be solely responsible for satisfying any and all requirements relative to the Buy America Rule concerning the materials thus provided (including, but not limited to, ensuring and certifying that said materials comply with the requirements of the Buy America Rule).

SBCTA further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by Caltrans and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER's actions are in compliance with the Guidance.

THE ESTIMATED COST TO SBCTA FOR THE ABOVE DESCRIBED WORK IS **\$175,560.00.**

Signatures on Following Page

UTILITY AGREEMENT NO. 24705

SIGNATURE PAGE
TO
UTILITY AGREEMENT NO.

24705

IN WITNESS WHEREOF, the above parties have executed this Agreement on the dates below.

Owner:
CITY OF MONTCLAIR

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY,
a public entity**

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Title: Javier John Dutrey, Mayor

By: _____
Paula Beauchamp,
Director of Project Delivery

Date: _____

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Title: Andrea M. Phillips, City Clerk

By: _____
General Counsel

Date: _____

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APPROVED AS TO FORM:

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

Date: _____



CITY COUNCIL AGENDA REPORT

DATE:	OCTOBER 5, 2020	FILE I.D.:	CDV115
SECTION:	CONSENT - AGREEMENTS	DEPT.:	COMMUNITY DEV.
ITEM NO.:	3	PREPARER:	M. WESTERLIN
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 20-84 WITH DENNIS GRUBB AND ASSOCIATES, LLC, TO PROVIDE FIRE MARSHAL AND FIRE CONSTRUCTION PLAN REVIEW SERVICES FOR THE CITY		

REASON FOR CONSIDERATION: The City must provide certain fire prevention services that were previously performed by the recently-retired Deputy Fire Marshal. The City Council is requested to consider approval of Agreement No. 20-84 with Dennis Grubb and Associates, LLC, to provide Fire Marshal and fire construction plan review services for the City. Agreements with the City are subject to City Council review and approval.

A copy of proposed Agreement No. 20-84 with Dennis Grubb and Associates, LLC is attached for City Council review and consideration.

BACKGROUND: In 2017, the City Council approved Agreement No. 17-12 with Dennis Grubb and Associates to provide professional services related to Fire Code compliance, plan review, and consultation on proposed development projects. With the retirement of the City's Deputy Fire Marshal in May of 2020, it became necessary to approve a new agreement to include fire code inspections in the list of services provided by Dennis Grubb and Associates. The new agreement seeks to identify Mr. Dennis Grubb as the Fire Marshal for the City with the responsibility of providing fire code-related services that include plan review and field inspections for new developments and existing structures. The City's Building Official will oversee the services provided by the Fire Marshal. Proposed Agreement No. 20-84 would supersede the contract approved in 2017.

Mr. Grubb has over 30 years of experience in the public sector, and previously served as Fire Marshal for the Orange County Fire Authority. Mr. Grubb is a member of the California State Fire Marshals Advisory Committee for Fire Suppression Systems and the Southern California Fire Prevention Officers Associate Code Committee. The company, Dennis Grubb and Associates, LLC, is proficient in the Fire Code including fire sprinklers, fire alarms, monitoring systems, fire pumps, underground water supply systems as well as Fire construction inspection. Additional areas of expertise include commercial cooking fire protection, high-pile storage, above and below ground tank storage, refueling stations, hazardous materials, combustible dust systems, battery storage systems, compressed natural gas systems, and chemical classification. The work to be performed by Dennis Grubb and Associates, LLC, is shown under Scope of Work in Exhibit A. Attachment 1 to Exhibit A provides the qualifications and background information for Mr. Grubb.

FISCAL IMPACT: Agreement No. 20-84 should have no discernable impact on the City's General Fund. Fees for review of plans for Fire Code compliance are collected in advance of each submittal to cover the cost of in-house and consultant review. The fee collected for each Fire Permit will cover the cost for the inspection fee.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 20-84 with Dennis Grubb and Associates, LLC, to provide Fire Marshal and fire construction plan review services for the City.

**CITY OF MONTCLAIR AGREEMENT FOR CONSULTANT SERVICES:
FIRE MARSHAL AND FIRE CONSTRUCTION PLAN REVIEW**

THIS AGREEMENT is made and effective as of _____, 2020, between the City of Montclair, a municipal corporation ("City") and Dennis Grubb and Associates, LLC, a California limited liability company ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on _____, 2020 and shall remain and continue in effect until terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall act as the Fire Marshal for the City and perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance, which is also set forth in Exhibit A.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. CITY MANAGEMENT

City's City Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant.

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, based upon actual time spent on the above tasks.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant will submit invoices monthly for actual services performed. Said invoices shall detail all costs, rates and hours for individual tasks. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least thirty (30) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement. Consultant also may terminate this Agreement by serving upon the City at least thirty (30) days prior written notice.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant on a pro-rata basis the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5(c).

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to billed time, sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of

services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, claims, applications, computer files, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant’s office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

(a) Defense, Indemnity and Hold Harmless. Consultant shall defend, indemnify, and hold harmless the City, its present and former officers, directors, employees, agents, staff, volunteers, mayor, council, boards, committees, and representatives, as broadly interpreted (collectively, the “Indemnified Parties”), of and from all claims, suits, demands, obligations, losses, damages, sums, or any other matters threatened or presently asserted, including but not limited to all legal fees, costs of defense and litigation expenses (including legal fees, expert fees and any other costs or fees, including those of adverse parties imposed on or sought against the Indemnified Parties), arising directly or indirectly out of any liability or claim of loss or liability for personal injury, bodily injury to persons, contractual liability, errors or omissions, breach, failure to perform, damage to or loss of property, or any other loss, damage, injury or other claim of any kind or nature arising out of the work to be performed by Consultant herein, caused by or arising out of the negligent acts or omissions, or intentional misconduct of Consultant, including its subcontractors, subconsultants, employees, agents, and other persons or entities performing work for Consultant.

(b) Contractual Indemnity. To the fullest extent permitted under California law, Consultant shall contractually indemnify, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, amounts for good faith settlement, or costs of any kind, whether actual, alleged or threatened, including attorney’s fees and costs, court costs, interest, defense costs, and expert witness fees and costs), arising out of or related to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to Consultant’s officers, agents, representative, employees, independent contractors, subcontractors, subconsultants, or affiliated or related entities and/or its or their employees, agents and representatives, caused by or arising out of all negligent acts or omissions, or intentional misconduct of Consultant, including its subcontractors, subconsultants, employees, agents and other persons or entities performing work for Consultant. Indemnification shall include any claim

that Consultant, or Consultant’s employees or agents, are or may be considered and treated as employees of the City or are entitled to any employee benefits from City including but not limited to those available under Public Employees Retirement Law. The obligation to indemnify, defend and hold harmless the Indemnified Parties shall apply to all liability as defined above regardless of whether the Indemnified Parties were or are alleged to have been negligent, except that it shall not apply to claims arising from the sole negligence or willful intentional misconduct of the Indemnified Parties. Consultant’s obligation to defend the Indemnified Parties is not contingent upon there being an acknowledgement of or determination of the merit of any claims, liability, demands, causes of action, suits, losses, expenses, errors, omissions and/or costs.

(c) Subcontractors/Subconsultants and Indemnification. Consultant agrees to and shall obtain executed indemnity agreements in favor of the Indemnified Parties with provisions identical to those set forth from each and every Subcontractor, Sub consultant, or other person or entity involved by, for, with, or on behalf of Consultant in the performance of any aspect of this Agreement. In the event Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible for each and every Subcontractor, Subconsultant or other person or entity in terms of defense, indemnity and hold harmless obligations in favor of the Indemnified Parties as set forth above. This obligation to indemnify and defend the Indemnified Parties is binding on the successors, assigns, or heirs of Consultant and shall survive the full performance or termination of this Agreement. These indemnification provisions are independent of and shall not in any way be limited or superseded by the insurance requirements and insurance-related provisions of this Agreement.

(d) City Lost or Damaged Property – Theft. Consultant further agrees to pay or cause to be paid to the Indemnified Parties’ benefit, any and all damages, fines, penalties, and loss or theft of property of the City arising out of or related in any way to the negligent acts or omissions or intentional misconduct of Consultant or of Consultant’s officers, agents, representatives, employees, independent contractors, subcontractors or affiliated or related entities and/or its or their employees, agents and representatives, whether such actions, omissions to act, negligence or intentional conduct is or was authorized by this Agreement or not. City assumes no responsibility whatsoever for any property placed on the premises of City. Consultant further agrees to waive all rights of subrogation against the Indemnified Parties.

(e) Non-Waiver and Non-Exhaustion of City’s Further Rights and Remedies. No aspect of this provision shall in any way limit or effect the rights of the Indemnified Parties against the Consultant under the terms of this Agreement or otherwise. The indemnification provisions shall apply regardless of whether this Agreement is executed after Consultant begins the work and shall extend to claims arising after this Agreement is performed or terminated, including a dispute as to the termination of Consultant. The indemnity obligations of Consultant shall continue until it is determined by final judgment that the claim against the City and any Indemnified Parties is determined by final judgment and after exhaustion of any rights of appeal. Further, no aspect of this provision shall impact the City’s rights to contribution from Consultant, or for the City to dispute Consultant’s refusal to defend and indemnify City.

(f) Limitations on Scope of Indemnity. Notwithstanding the foregoing, Consultant shall not be responsible for indemnification for claims or losses caused by the sole negligence or intentional wrongdoing of Indemnified Parties. Further, the indemnity provided shall be interpreted as broadly as permitted under California law and as to agreements between parties and

shall if required be reformed to be consistent with those laws to protect and save this provision for the protection of the Indemnified Parties.

(g) The obligations of Consultant under this or any other provision of this Agreement shall not be limited by the provisions of any workers' compensation act or similar act. The Consultant expressly waives any statutory immunity under such statutes or laws as to the Indemnified Parties. The Consultant's indemnity obligation set forth in this Section 9 shall not be limited by the limits of any policies of insurance required or provided by the Consultant pursuant to this Agreement.

(h) The Consultant's covenant under this Section 9 shall survive the expiration or termination of this Agreement.

10. INSURANCE

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(a) Types of Required Coverages

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

- (1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 aggregate total bodily injury, personal injury, and property damage.
- (2) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits of \$1,000,000 for bodily injury and property damage, each accident. If Contractor owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (3) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.
- (4) Professional Liability: Professional Liability insurance with limit of not less than \$1,000,000 each claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusion that may potentially affect the work to be performed.

(b) Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement. The insurance policies shall contain, or be endorsed to contain, the following provisions:

(1) Commercial General Liability

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

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

Additional Insured Endorsements shall be at least as broad as ISO Forms CG 20 10 11 85; or CG 20 and 10 and CG 2037.

Primary Insurance: This insurance shall be primary and any other insurance, whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement, shall be in excess of, and shall not contribute with, this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(2) Auto Liability

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor.

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

(3) Workers’ Compensation

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

(c) Notice of Cancellation

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

(d) Waiver of Subrogation

Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

(e) Evidence of Insurance

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Deductible or Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the Consultant or the City.

(g) Contractual Liability/Insurance Obligations

The coverage provided shall apply to the obligations assumed by the Consultant under the indemnity provisions of this Agreement. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Consultant under this Agreement.

(h) Failure to Maintain Coverage

Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Contract. In addition, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

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

(i) Acceptability of Insurers

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

(j) Claims Made Policies

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Consultant's Agreement with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

(k) Insurance for Subcontractors

Consultant shall be responsible for causing Subcontractors/Subconsultants to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractors'/Subconsultant's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as board as CG 20 38 04 13.

11. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control and shall not be construed to be employees of City for any purpose, including eligibility under Public Employees Retirement Law. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Consultant shall be solely responsible and hold the City harmless for all matters relating to the payment of Consultant's employees, including compliance with Social Security withholdings and all other regulations governing such matters.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations, which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Montclair in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Montclair will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court

order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City’s right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) Consultant shall comply with all applicable federal, state and local Conflict of Interest laws, including the Political Reform Act (California Government Code, Section 81000, *et. seq.*) and California Government Code, Section 1090, *et. seq.* Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement. Further, Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by the Consultant. The Consultant’s covenant under this Section shall survive the termination of this Agreement.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	Michael Diaz Director of Community Development City of Montclair 5111 Benito Montclair, CA 91763
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To Consultant:	Dennis J. Grubb President Dennis Grubb and Associates, LLC 6560 Van Buren Blvd, Suite B Riverside, CA 92503
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17. ASSIGNMENT AND SUBCONTRACTING

The Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, nor any monies due hereunder, without prior written consent of the City. The City's consent to an assignment of rights under this Agreement shall not release the Consultant from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by the Consultant in violation of this Section 17 shall be void and of no legal effect and shall constitute grounds to terminate this Agreement for cause. The Consultant shall not subcontract any performance required under this Agreement without the City's prior written consent.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement, including a City of Montclair business license.

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. PRIORITY OF AGREEMENT

To the extent any provision of Consultant's Proposal attached hereto as Exhibit "A" conflicts with the terms and provisions of this Agreement, the terms and provisions of this Agreement shall control and shall take precedence over those contained in Consultant's Proposal.

22. CONFIDENTIALITY

Information and materials obtained by the Consultant from City during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the Consultant for any purpose other than the performance of this Agreement. Consultant's covenant under this Section shall survive the expiration or termination of this Agreement.

23. DISCRIMINATION

The Consultant agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the Consultant agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

24. EFFECT OF PARTIAL INVALIDITY

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

25. CLAIMS AGAINST CITY

Consultant must comply with the claim procedures set forth in Government Code sections 900, *et. seq.*, and/or Montclair Municipal Code, Chapter 1.16, as applicable, prior to filing any lawsuit against the City. Such claims and any subsequent lawsuit based upon the claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

26. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

27. NO THIRD PARTY BENEFICIARIES

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

28. COST OF LITIGATION

If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith.

29. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

30. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY

City of Montclair

By: _____
Javier John Dutrey, Mayor

Attest:

By: _____
Andrea Phillips, City Clerk

Approved as to Form:

By: _____
Diane Robbins, City Attorney

CONSULTANT

Dennis Grubb and Associates, LLC

By: _____
Dennis J. Grubb, President

By: _____



Dennis Grubb and Associates, LLC

Assisting Cities Build Safe Communities

**Agreement No. 20-84
Exhibit A**

September 28, 2020

City of Montclair
Community Development Department
Attn: Merry Westerlin
5111 Benito St
Montclair, CA. 91763

Subject: Fire Prevention Services

Dear Ms. Westerlin,

Dennis Grubb & Associates, LLC (DGA) is pleased to submit this proposal to provide professional Fire Prevention Services to the City of Montclair to include Fire Marshal Duties, Plan Review, and Inspection Services. This proposal outlines all the elements that make DGA a high-quality solution to the City of Montclair's needs, including our experienced personnel and our range of Fire Prevention services.

The following characteristics make Dennis Grubb & Associates, LLC uniquely qualified to service the City of Montclair:

- Experienced plan review and inspections with specific technical skills in fire prevention
- Training experience for both the public and private sectors
- Electronic plan review capability utilizing Bluebeam software
- We are a *local* firm whose associates are well-versed in local, regional and state policies and practices
- Associates possess core business skills including
 - strong verbal & written communication skills,
 - professionalism & teamwork,
 - proficiency in MS Office, Outlook, Windows and a variety of fire prevention software packages
- Competitive fees
- Excellent references

DGA qualifications:

- Our associates each have 20-30 years' experience working with government entities/public sector customers
- DGA is able to meet with all of the City of Montclair's requirements
- DGA has the required licenses and permits to provide Fire Prevention Services in the State of California

**6560 Van Buren Blvd, Ste B, Riverside, CA. 92503
(800) 975-7395 * (951)772-0007**

DGA and its associates possess the certifications and qualifications required and are highly experienced in the use and content of all California Building Standards Codes (See Attachment 1 for resumes)

DGA specializes in exclusively in fire life safety. Our highly experienced associates will provide fire prevention services for Montclair Community Development Department.

All associates are proficient in:

- Fire Sprinklers
- Fire Alarm and Monitoring Systems
- Underground Water Supply
- Fire Pumps

DGA associates also have expertise in the following:

- Special, clean agent system
- Commercial Cooking fire protection
- High Piled Storage
- Above and Below Ground Tank Storage
- Refueling Station
- Hazardous Material
- Combustible Dust
- Battery Systems
- Compressed Gas Systems (Medical, Industrial)
- Chemical Classification

Scope of Work

- Pick up and drop off plans at Montclair or use a courier/mail service (at the expense of DGA) within the stated turnaround time.
- Verify plan compliance with adopted state & local codes/ordinances including updates
- Communicate corrections with applicant and city as directed
- Stamp plans in a manner as directed by the city.
- Be available for phone calls or in-person meetings with Montclair as needed
- Be available to consult with Montclair field inspection team(s) as needed
- Fire Code Official duties designated as Montclair's Deputy Fire Marshal
- Adopting and administering the Fire Code.
- Conducting fire life safety inspections to include but not limited to new construction, business licensing, state licensing inspections, limited annual inspections, and public firework display inspections/oversite.
- Responding to public Fire Code inquires.
- Plan review to ensure compliance with all applicable codes.

6560 Van Buren Blvd, Ste B, Riverside, CA. 92503
(800) 975-7395 * (951)772-0007

- Provide input to the Planning Department for new development and provide project specific conditions as applicable.
- Review and provide response to Fire Code alternate means & methods/practical difficulty requests.
- Provide training to Building Inspectors in Fire Code/Standards related inspections.
- Provide guidance documents and standards to assist residents/businesses with understanding Fire Code requirements.
- Other duties as needed and agreed to between DGA and the City.

To fulfill the scope of work, DGA will provide the City a Senior Fire Inspector one day a week (Tuesday), for 8 hours. The DGA will coordinate with the City and will schedule the date and time of all inspections. In the event the new construction inspection workload exceeds the capacity of the single inspector, DGA will provide an additional inspector as the DGA's schedule and workload allows.

Turnaround Plan Review Times:

- Initial review – 10 city business days from time of receipt
- Resubmittals – 5 city business days from time of receipt

Fees:

Fire Marshal: \$125.00 per hour

Plan Review: \$110.00 per hour (one hour minimum per plan)

Fire Inspections: \$100.00 per hour (including one-hour drive time per day).

Inspection Scheduling/Administrative: \$50.00 per hour

DGA would like to acknowledge that the work that is assigned to DGA is at the sole discretion of the City and does not constitute a conflict between work that may result from inspections performed by DGA and our plan review services.

This proposal is valid, binding, and capable of acceptance by the City of Montclair for ninety (90) days from the date of submittal. We look forward to continuing our relationship with the City of Montclair and expanding our service. Should you have any questions, or need additional information please contact me directly at (951) 218-5482.

Sincerely,



Dennis J. Grubb,
President

6560 Van Buren Blvd, Ste B, Riverside, CA. 92503
(800) 975-7395 * (951)772-0007

Dennis Grubb

Mr. Grubb is thoroughly knowledgeable on State, Regional and Local Amendments, Guidelines, Information Bulletins, Policies & Procedures, and the Proprietary Fire Prevention Software (IFP).

- ◇ Led Orange County Fire Authority's code adoption process for the 2010 & 2013 Code Cycle.
- ◇ 2010 & 2013 Orange Empire Code Committee
- ◇ 2013 Orange County Fire Prevention Officer Association Code Committee Chairman

Certifications

International Code Council CC

- ◆ Certified Fire Plans Examiner
- ◆ Certified Fire Inspector II
- ◆ Flammable & Combustible Liquids
- ◆ High Pile Combustible Storage
- ◆ Solving Means of Egress in Commercial Buildings
- ◆ Fire Protection Systems
- ◆ Hazardous Materials
- ◆ Nonstructural Fire & Life Safety Principles
- ◆ CFC Fundamentals
- ◆ Commercial Product Conveying Ducts & Exhaust Systems
- ◆ Spray-Applied Fire-Resistive Materials/ Intumescent Coatings
- ◆ Performance Based Code Enforcement
- ◆ Tenant Improvement Aspects of A, B and M Occupancies
- ◆ Solar Photovoltaic Systems
- ◆ Assembly Means of Egress
- ◆ Special Buildings Types & Features
- ◆ Commercial Kitchen Hoods
- ◆ Building Areas, Fire Areas and Mixed Occupancies
- ◆ Compressed Gases & Cryogenic Fluids

International Conference of Building Officials

- ◆ Application of the UFC for Building Construction
- ◆ Means of Egress 1
- ◆ Means of Egress II

NFPA

- ◆ Hazardous Classified Locations
- ◆ Automatic Sprinkler Systems

Office of the State Fire Marshal, California

- ◆ Fire Prevention 1A, 1B, 1C, 2A, 2B, 3A
- ◆ Statutes & Regulations
- ◆ Hazardous Materials

Education

August Vollmer University

- B.S. - Criminal Justice Los Angeles Community College
- A.A. - Administration of Justice

23+ Years of Experience in Fire and Life Safety

Diedre Locati

Education

Cal State University, Long Beach
B.S. - Occupational Studies

Miramar College
A.S.- Fire Science

Certifications

- ◆ ICC Fire Plans Examiner Certified
- ◆ California State Fire Marshal
Fire Prevention Officer I, II, and III
Fire Investigator I
- ◆ Certified Fire Investigator
- ◆ California Specialized Training Institute
Hazardous Materials Technician
- ◆ CFAA
Fire Alarm System Plan Review
Fire Alarm System Design
- ◆ IFCI
Flammable & Combustible Liquids
- ◆ Fire Sprinkler Advisory Board
Fire Sprinkler Plan Review
Piping & Water Supplies
Special Advance Systems
- ◆ ICC
Fire & Life Safety Principles
Hazardous Materials

Associations/Committees

California Fire Prevention Officers, Southern Section
International Code Council
National Fire Protection Association
California Fire Alarm Association
California Professional Firefighters, L3757
International Association of Firefighters

33+ Years of Experience in Fire and Life Safety

chemical hazard classification, hazardous processes/system, above/below ground tanks, spraying/dipping operations, and special systems.

Agency Experience

- ◆ City of Corona
- ◆ Orange County Fire Authority

Project / Plan Review Experience

- ◆ Perform plan review of and prepare correction notices for:
 - Building construction and tenant improvements,
 - Fire sprinkler and alarm systems,
 - High piled storage plans,
 - Hazardous materials
 - Fire and building code compliance
- ◆ Manage hazardous materials disclosure program for industrial and manufacturing occupancies
- ◆ Coordinate and perform new construction, systems and annual inspections
- ◆ Review fuel modification and vegetation management plans
- ◆ Perform fire investigations and maintain multiple qualifications as a resource for wildland fires
- ◆ Develop plan review for emergency access and water supply
- ◆ Create and coordinate wildland inspection program,
- ◆ Issue fire code permits
- ◆ Present code amendments and assist with code adoption process

Ms. Locati has extensive knowledge of California Building, Fire and Residential Codes, NFPA codes and standards and additional nationally recognized fire protection design standards.

As a DGA Associate, Ms. Locati performs plan review and inspections to ensure compliance with adopted codes and standards in but, not limited to,

Kevin Scott

Certifications

- ◆ ICC Preferred Provider – Training/Instructor
- ◆ ICC Certified Fire Plans Examiner
- ◆ Certified Uniform Fire Code Inspector
- ◆ Certified Fire Prevention Officer
- ◆ Certified Plans Examiner
- ◆ Certified Fire Protection Specialist
- ◆ Certified Fire Inspector II
- ◆ Certified Uniform Fire Code Inspector
- ◆ Certified Uniform Fire Code Inspector, 2000 UFC
- ◆ Information Officer Type III
- ◆ Fire Prevention Officer III
- ◆ Certified Fire Code Inspector
- ◆ Certified Medical Gas Installation Inspector
- ◆ Fire Prevention Officer II
- ◆ Fire Prevention Officer I

Instructor

- ◆ International Code Council Preferred Provider: 2000-present
- ◆ Certified State Fire Marshal: 1996-2008.
- ◆ International Fire Code Institute: 1998-2002.
- ◆ International Conference of Building Officials: 1999-2002.
- ◆ Bakersfield Community College: 1996-present

Education

- ◆ Fire Science Certificate, Bakersfield Community College
- ◆ Associate of Arts Degree in Fire Science, Pasadena City College

40+ Years of Experience in Fire and Life Safety

- ◆ Task Group 400 – Secretariat: 2010-2011.
- ◆ Hydrogen Gas Ad Hoc Committee – Vice Chairman: 2003-2005.
- ◆ Fire Council for Underwriter’s Laboratories: 1999-2012.
- ◆ International Fire Code, Code Development Committee – Chairperson: 1998-2004.
- ◆ International Fire Code, Interpretations Committee: 2001-2006.
- ◆ Technical Advisory Committee for Retail Sales of Fireworks: 2004-2007.
- ◆ Fire Prevention Committee of the California State Firefighters Association: 2004-present.
- ◆ California Code 2000 Partnership, Representing California Fire Chief’s Association: 1998-2000.
- ◆ Prescriptive Drafting Committee for the International Fire Code, Code Development Committee: 1997-2000
- ◆ Uniform Fire Code, Code Development Committee – Vice Chairperson: 1995-1999.
- ◆ Uniform Fire Code Committee, California Fire Chiefs’ Association – Chairperson: 1992-1995.
- ◆ Technical Advisory Committee on Retail Storage of Group ‘A’ Plastic Commodities: 1993-1996.

Project / Plan Review (highlights)

- Aerotest Maintenance Hangar—Mojave
- Alpha Explosives – Mojave
- Elk – GAF Roofing Manufacturing Facility – Shafter
- Frito-Lay Inc., Bakery & Distribution Warehouse – Buttonwillow
- IKEA Regional Warehouse & Distribution Center – Tejon
- Lerdo Pre-Trial Facility – Shafter
- Lone Star Gas Refinery and Distribution Facility – Shafter
- Mojave Air and Space Port – Mojave
- Plains All American Bakersfield Crude Terminal – Old River
- Products Research Chemical Corporation –Mojave
- Sears Logistics Regional Warehouse and Distribution Center – Delano
- Shafter Intermodal Rail Facility – Shafter
- Target Distribution Warehouse – Shafter
- Tejon Industrial Complex – Tejon

Technical Activities

- ◆ California Code Interface Committee: 2011-2012.

Dennis Grubb & Associates, LLC

Andrew Keyworth

Education

Oklahoma State University
B.S.- Engineering Technology - Fire
Protection and Safety

University of California - Riverside B.S.-
Biology with Minor in History

Certifications

- ◆ CBC Nonstructural Fire and Life Safety Principles, ICC
- ◆ CFC Fundamentals, ICC
- ◆ Fire Protection Systems, ICC
- ◆ Solving Means of Egress Issues in Commercial Buildings, ICC
- ◆ 2006 IBC Transition from 1997 UBC, ICC
- ◆ IBC Hazardous Materials, ICC
- ◆ 2006 IFC Transition From 2000 UFC, ICC
- ◆ State Regulated Facilities, OCFA
- ◆ Intermediate Fire Alarm Seminar, AFAA
- ◆ Fire Alarm System Testing and Inspections, AFAA
- ◆ Means of Egress I & II, ICBO
- ◆ Underwriters Laboratories Fire Systems, Alarm Association
- ◆ Prevention 1A, 1B, 1C, CSFM
- ◆ Chemical Classification 101, OCFA
- ◆ Hazardous Materials/Confined Space Awareness, OCFA
- ◆ Fire Alarm Systems, California Fire Chiefs Association
- ◆ Flammable and Combustible Liquids—UFC Article 79, ICBO
- ◆ Hazardous Materials, ICBO
- ◆ Applications of the UFC for Building Construction, ICBO

20+ Years of Experience in Fire and Life Safety

As a DGA Associate, Mr. Keyworth will perform plan review and inspections to ensure compliance with adopted codes and standards for a wide variety of facilities and uses to include but, not limited to fire alarm system, fire suppression systems, pre-engineer systems, architectural, high piled storage, and special systems.

Agency Experience

- ◆ Riverside City Fire Department
- ◆ Grinnell Fire Protection
- ◆ Orange County Fire Authority

Project / Plan Review Experience

- ◆ Evaluate proposed fire protection systems and scenarios to help eliminate the danger to prevention & suppression personnel as well as the public
- ◆ Participate in detailed coordination and interfacing with appropriate building department representatives to ensure compliance
- ◆ Provide guidance and direction to subordinates

Mr. Keyworth has completed the following specialty certifications;

- ◆ OSHA Hazardous Waste Operations Training 1910.120 (e) (3) (I) Off-Site
- ◆ OSHA Hazardous Materials Technician

Robert Distaso, PE

Education/Licenses

West Cost University

M.S. - Engineering Management

California Polytechnic University, Pomona

B.S. - Chemical Engineering

Registered Professional Mechanical Engineer, State of California

Registered Professional Mechanical Engineer, State of Arizona

Associations/Committees

- ◆ Local Emergency Planning Committee (LEPC), Region I
- ◆ Pipeline Safety Advisory Committee
- ◆ Hazardous Material Response Team, Orange County
- ◆ Refrigeration Engineers & Technicians Association (Chapter II)
- ◆ American Society of Mechanical Engineers
- ◆ American Institute of Chemical Engineers
- ◆ National Council of Examiners for Engineers and Surveying

35+ Years of Engineering Experience

As a DGA Associate, Mr. Distaso will perform plan review and inspections to ensure compliance with adopted codes and standards in chemical hazard classification, hazardous processes/system, and refrigeration systems.

Past Assignments

- ◆ Project Mechanical Engineer on flue gas conditioning systems, seismic design, ESP and particulate control for coal fired utility power plants throughout the United States
- ◆ Process Chemical Engineer on landfill gas recovery and synthetic fuels plants in Colorado
- ◆ Orange County Program Manager for over 80 UST soil and groundwater remediation sites for Arco, Exxon, Conoco, Chevron, McClellan/March/Norton AFB, BNSF rail company, work includes contamination and plume delineation, vapor extraction testing, clean-up level negotiations, bio reactors, fate & transport, inhalation and cancer risk calculations
- ◆ Project Manager responsible for Federal requirements of OPA '90 Oil Spill Contingency Response Planning (OSCRP) for Unocal Refinery, Pipeline and Marine Terminal in Los Angeles
- ◆ Chemical Engineer for the Storm Water Discharge Management Plan (SWDMP) for 29 different bases in the SW DIV with the US Navy in Southern California
- ◆ Project Chemical Engineer for the design of an automated chromium wastewater treatment, aluminum chip processing, and chlorinated GWTS for McDonnell- Douglas Aerospace in So. Cal.
- ◆ Project Manager for RMPPs for Coca-Cola Bottling Co. in Los Angeles
- ◆ Chemical/Mechanical Engineer on anaerobic wastewater treatment facility for Tropicana Corp. in Florida
- ◆ Mechanical Engineer responsible for detailed design, equipment specs, P&IDs, life extension, bid evaluations, on several utility, cogen and combined cycle steam power plants in the US

Dennis Grubb & Associates, LLC

Vahid Toosi, PE

Education/Licenses

Louisiana Tech University
B.S. - Mechanical Engineering

California Professional Engineer
Mechanical Engineering

California Professional Engineer
Fire Protection Engineering

Associations/Committees

- ◆ Society of Fire Protection Engineers
- ◆ International Code Council
- ◆ High Rise Committee, CSFM
- ◆ Elevator Lobby Requirements Task Group Committee, ICC
- ◆ Construction exposed to Wild land Fire Task Group, ASTM

27+ Years of Experience in Fire Protection Design, Construction and Engineering

As a DGA Associate, Mr. Toossi will perform plan review and inspections to ensure compliance with adopted codes and standards in smoke control, fire protections systems, and assist our clients with alternate means and methods request as needed.

Over twenty seven years of experience in Fire Protection design and engineering in both private and public sectors. Some of the experiences include but are not limited to the design, calculations, consulting services, construction management, plan review, system acceptance testing, code adoption process, review and preparation of Alternate Means and Materials. Other major technical background and experiences include fire modeling and smoke control systems.

- ◆ Construction: Design of fire protection systems for commercial, industrial, and residential facilities. Some of these projects include but are not limited to high- rise buildings, warehouse facilities, hospitals, and convention centers
- ◆ Engineering: Design, construction management, and preparation of specifications for the fire and life safety systems. Some of these projects include but are not limited to hotel and casinos, mega warehouse buildings, high-rise buildings, hospitals, and universities
- ◆ Public agency: Review of fire and life safety systems and the compliance with the adopted State and local regulations. Cooperation with the State and the Building Departments to access model fire and building codes and develop local ordinance

**MINUTES OF THE REGULAR MEETING OF THE PUBLIC WORKS
COMMITTEE HELD ON THURSDAY, AUGUST 20, 2020, AT 4:00 P.M.
HELD VIA ZOOM TELECONFERENCE**

I. CALL TO ORDER

Chair Raft called the meeting to order at 4:16 p.m.

II. ROLL CALL

Present: Mayor Pro Tem Raft (Chair); Council Member Johnson (Committee Member); Senior Management Analyst Fuentes; Executive Director of Public Safety/Police Chief Avels; Public Works Director/City Engineer Castillo; Director of Community Development Diaz; Deputy Director of Economic and Community Development Caldwell

Absent: City Manager Starr; Public Works Superintendent Mendez

III. APPROVAL OF MINUTES

The Committee approved the minutes of the July 17, 2020 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. No questions or concerns were raised.

2. ADDITIONAL ITEMS — None

B. FACILITIES

1. MAINTENANCE ACTIVITIES

A Facilities 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. SAN ANTONIO CREEK CHANNEL — STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION GRANT AWARD**

The \$177,945 grant will allow for a study to be conducted to examine the feasibility of a linear park along the San Antonio Creek Channel. The channel runs diagonal along the westerly end of the City. The City lacks park space,

and the study hopes to identify the channel as a viable option. The Study will put the City in a more competitive position for future design and construction grant funds.

2. 9015 HELENA AVENUE — DEED OVER PARKWAY AREA.

The City wishes to deed over the parkway area to the resident of 9015 Helena Avenue and staff continues to work on this item.

3. 9614 BENSON AVENUE — DEED OVER ACCESS TO SUNRISE PARK.

Staff continues to work on this item.

VI. POLICE DEPARTMENT UPDATE/ITEMS — None

VII. COMMUNITY DEVELOPMENT DEPARTMENT PROJECT UPDATES/ITEMS

Director of Community Development Diaz mentioned that the Draft Environmental Impact Report for the Montclair Place District Specific Plan was released for public review. The 45-day review period ends on Monday August 24, 2020, at which time staff will compile and respond to comments. The item will be brought to City Council for acceptance on its second regular meeting in September.

Director of Community Development Diaz also reported on the Village at Montclair mixed-use development project. The project will be reviewed by the Planning Commission on Monday August 24, 2020. If it receives a positive recommendation, the project will be brought to Council on September 21, 2020. The project plans will be available on the City website by the end of the business day on August 20, 2020.

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

The contractor has pulled permits to complete the undergrounding of utilities. The work should be completed in a couple of months.

2. CENTRAL AVENUE STREET REHABILITATION PROJECT PHASE 1

This project has now been completed. The paving project included drought tolerant planting, traffic signal modifications, and the installation of a recycled water line. The project will be brought forth to council to be accepted as complete in the near future.

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

This project is now complete. The project remodeled the City Hall Finance area to create more office space and meeting rooms. Staff will be presenting an item for the City Council to accept the project as complete in the near future.

4. HOLT BOULEVARD REHABILITATION PROJECT

The project will pave the roadway on Holt Boulevard from Mills Avenue to Ramona Avenue, and includes the installation of a dedicated left turn signal phase. The project was awarded to the Contractor, Gentry Brothers, on August 17, 2020. Staff is currently working on executing the construction contract. A construction kick-off meeting will be scheduled to commence construction. The project will move forward with construction in a couple of months.

Chair Raft requested clarification regarding the traffic signal modification. Public Works Director/City Engineer Castillo confirmed the modification will add a green arrow phase, which provides a protected left-turn movement. Vehicular traffic will not be able to turn left until a green arrow is provided.

5. STREET IMPROVEMENTS ON ARROW HIGHWAY AND FREMONT AVENUE

The design plans are now complete and staff will coordinate next steps with San Bernardino Transportation Authority (SBCTA). SBCTA obtained a grant to implement some of the improvements. Coordination with SBCTA will allow staff to implement the plans and leverage the funds that the SBCTA grant provides the project. SBCTA is also improving Metrolink stations around various cities with their grant. SBCTA's design firm will be chosen in September and will take about 6 months to complete the design.

6. REEDER RANCH PARK – START OF DESIGN PHASE

The City received a \$5 million dollar grant to design and construct a new park for Montclair residents in the south end of the City. Staff has received and reviewed seven bids after releasing a request for proposals. A contract for the firm chosen and recommended to perform the design will be brought forth to Council in September.

B. REGIONAL PROJECTS

1. I-10 CORRIDOR PROJECT

Public Works Director/City Engineer Castillo stated that the project continues to move forward. Central Avenue has been re-striped; however, the striping needs to be modified, which will be done August 20th and 21st. Benson Avenue will be reduced to one lane in each direction to allow for shoring installation and bridge work in mid-September. Monte Vista Avenue will also be reduced to one lane in each direction to allow for bridge work. The eastbound onramp at Monte Vista Avenue has been closed and will remain closed for the next two years. After the closure, the bridge will continue to have intermittent closures until the project is complete.

2. CHINO BASIN PROGRAM (IEUA)

The program meetings have reconvened. Many of the participants have questions and concerns about the project and its financial value to their respective agencies. IEUA staff is planning to look at other options and may put the project on hold. Further information and direction will be coming soon.

3. CENTRAL AVENUE BRIDGE

The design continues to move forward. The Scope Change Request and accompanying Scoping Study Report were submitted to Caltrans Local Assistance. The team hopes to hear back in a couple of weeks, and that Caltrans will concur with the recommendation to change the project scope from rehabilitation to replacement. If Caltrans is in agreement, the project can move into final design.

4. FOOTHILL GOLD LINE EXTENSION

Public Works Director/City Engineer Castillo reiterated some recently provided updates. The Construction Authority started with the construction of the four-station project extending the line from Glendora to Pomona. If additional project funding is received by October 2021, the project will include the Montclair station. City Manager Starr and Senior Management Analyst Fuentes met with Congresswoman Norma Torres to discuss the inclusion of an earmark for the construction of the entire Gold Line project. Some of the construction now underway includes a full closure of Glendora Avenue on Friday, August 21st, and Barranca Avenue on August 25th.

Senior Management Analyst Fuentes stated that the majority of the work is currently occurring in Glendora. The City continues to have talks with office of Norma Torres on any possible earmarks that would allow for funding. The construction firm Kiewit-Parsons stated that they will honor their bid price past the October 2021 date. The honoring of the bid past October 2021 will allow more time to identify the funding for the Montclair station segment. The Construction Authority launched a new website that allows individuals to see where the construction is occurring, street closures, and other valuable information. The Gold Line was also re-named as the "L line". The LA Metropolitan Transportation Board decided to change the naming convention due to the fact that they are running out of colors to name the various lines.


IX. COMMITTEE AND CITY MANAGER ITEMS

Public Works Director/City Engineer Castillo stated that the City will be applying for a \$5 million grant through the Active Transportation Program (ATP) grant process. The City grant will be on Monte Vista Avenue and will include Safe Routes to school improvements for Montclair High School, and Monte Vista and Montera Elementaries. The recent work on the City's Safe Routes to School Plan and ATP have placed us in a competitive position for grant awards.

X. ADJOURNMENT

At 4:38 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 September 17, 2020.

Submitted for Public Works Committee approval,



Noel Castillo
Transcribing Secretary