

**CITY COUNCIL, SUCCESSOR REDEVELOPMENT AGENCY,  
MONTCLAIR HOUSING CORPORATION, MONTCLAIR  
HOUSING AUTHORITY, AND MONTCLAIR COMMUNITY  
FOUNDATION MEETINGS**

**AGENDA**

Monday, October 4, 2021  
7:00 p.m.

Location

Council Chamber  
5111 Benito Street  
Montclair, CA 91763

Webinar Link

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

Dial #

1-669-900-6833

Meeting ID

937-1715-0550



Mayor Javier "John" Dutrey  
Mayor Pro Tem Bill Ruh  
Council Members Tenice Johnson,  
Council Member Corysa Martinez  
Council Member Benjamin "Ben" Lopez

City Manager Edward C. Starr  
City Attorney Diane E. Robbins  
City Clerk Andrea M. Myrick



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

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

Monday, October 4, 2021  
7:00 p.m.

*Remote Participation Information:*

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

Dial Number: 1-(669)-900-6833

Meeting ID: 937-1715-0550

*If you want to make a public comment or speak on an agenda item, including public hearing and closed session items, please complete a Speaker Card in the Council Chambers or at <https://www.cityofmontclair.org/public-comment/>. The Mayor/Chair (or the meeting's Presiding Officer) will call on those who submitted requests to speak at the appropriate times during the meeting. Those who did not submit a request to speak who are present at the meeting location may raise their hand during Public Comment to request to speak. Those participating remotely may request speak using the "raise hand" function in Zoom or may dial \*9 if on the phone, and then \*6 to un-mute when called on to speak. Written comments (200-word limit per agenda item, and 200-word limit for all non-agenda items combined) and requests to speak can also be emailed to [cityclerk@cityofmontclair.org](mailto:cityclerk@cityofmontclair.org) at least one hour before the meeting begins.*

*Audio recordings of Council meetings are available on the City's website at <https://www.cityofmontclair.org/departments/public-meetings/> and can be accessed by the end of the next business day following the meeting.*

## **AGENDA**

- 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]  
Montclair Public Financing Authority [MPFA]

**II. INVOCATION**

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

**III. PLEDGE OF ALLEGIANCE**

**IV. ROLL CALL**

**V. PRESENTATIONS**

- A. COVID-19 Community Recognition Award  
B. Introduction of New Public Works Director/City Engineer

**VI. PUBLIC COMMENT**

*During Public Comment, you may comment on any subject that **does not** appear on this agenda. Each speaker has up to five minutes. The meeting's presiding officer may provide more or less time to accommodate speakers with special needs or a large number of speakers waiting in line. (Government Code Section 54954.3).*

*If you did not submit a Speaker Card and would like to speak on an item on the **Consent Calendar**, please raise your hand during Public Comment to announce the agenda item you would like to provide comments on. The presiding officer will pull the item from the Consent Calendar and will then call on you to speak at the time of the 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. 21-996 Amending Portions of Title 11 of the Montclair Municipal Code Relating to Accessory Dwelling Units and Junior Accessory Dwelling Units in the City [CC] 4

**VIII. CONSENT CALENDAR**

- A. Approval of Minutes
  - 1. Regular Joint Meeting — September 20, 2021 [CC/SA/MHC/MHA/MCF] 49
- B. Administrative Reports
  - 1. Consider Receiving and Filing a Status Report on Emergency Contracting Procedures for the Pacific Electric Trail Bridge Replacement Project and Determining There is a Need to Continue the Action [CC] 21
  - 2. Consider Approval of Warrant Register & Payroll Documentation [CC] 23
- C. Agreements
  - 1. Consider Approval of Agreement No. 21-60 with the California Highway Patrol for Use of the Montclair Police Department Firearms Shooting Range [CC] 24
- D. Resolutions
  - 1. Consider Adoption of Resolution No. 21-3302 Authorizing the City Manager or Public Works Director to Execute All Right-of-Way Certification and Other Documents for All State and/or Federally Funded Projects and to Sign All State and/or Federal Funding Documents, Including Agreements and Amendments Thereto, for Grant Funding Procedures Associated with State and Federal Funds with the California Department of Transportation [CC] 39
  - 2. Consider Adoption of Resolution No. 21-3319 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges [CC] 42

**IX. PULLED CONSENT CALENDAR ITEMS**

**X. COUNCIL WORKSHOP**

- A. Determination of Infrastructure Projects to be Funded by Lease Revenue Bond Issue 2021A  
*(The City Council may consider continuing this item to an adjourned meeting on Monday, October 18, 2021, at 5:45 p.m.)*

**XI. COMMUNICATIONS**

- B. Department Reports
  - 1. Police Department — Pink Patches for Breast Cancer Awareness Month
  - 2. Human Services Department — Community Flu and COVID-19 Vaccination Events
- C. City Attorney
- D. City Manager/Executive Director

- E. Mayor/Chairperson
- F. Council Members/Directors
- G. Committee Meeting Minutes *(for informational purposes only)*
  - 1. Personnel Committee Meeting — September 20, 2021 [CC] 48
- XII. CLOSED SESSION**
- XIII. CLOSED SESSION ANNOUNCEMENTS**
- XIV. ADJOURNMENT**

*The next regular joint meeting of the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board will be held on Monday, October 18, 2021, at 7:00 p.m.*

*Reports, backup materials, and additional materials related to any item on this Agenda distributed to the meeting bodies after publication of the Agenda packet are available for public inspection in in the Office of the City Clerk between 7:00 a.m. and 6:00 p.m., Monday through Thursday. Please call the City Clerk's Office at (909) 625-9416 or send an e-mail to [cityclerk@cityofmontclair.org](mailto:cityclerk@cityofmontclair.org) to request via e-mail.*

*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](mailto: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. Myrick, 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 <https://www.cityofmontclair.org/departments/public-meetings/> and on the bulletin board adjacent to the north door of Montclair City Hall at 5111 Benito Street, Montclair, CA 91763 on Thursday, September 30, 2021.*



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	OCTOBER 4, 2021	<b>FILE I.D.:</b>	PLD050
<b>SECTION:</b>	PUBLIC HEARINGS	<b>DEPT.:</b>	COMMUNITY DEV.
<b>ITEM NO.:</b>	A	<b>PREPARER:</b>	S. GUTIÉRREZ
<b>SUBJECT:</b>	SECOND READING — CONSIDER ADOPTION OF ORDINANCE NO. 21-996 AMENDING PORTIONS OF TITLE 11 OF THE MONTCLAIR MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS IN THE CITY		

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**REASON FOR CONSIDERATION:** Due to changes in State law regarding Accessory Dwelling Units (ADUs), the City's current ADU Ordinance is no longer valid. In response, staff is proposing amendments to Title 11 of the Montclair Municipal Code regarding regulations for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) to comply with new and/or revised state regulations, pursuant to Government Code Sections 65852.2 and 65852.22 that went into effect on January 1, 2020. The proposed Ordinance updates the City's local standards to comply with the revisions to state law. Amendments to the Municipal Code require public hearing review and approval by the City Council.

The City Council adopts Ordinances to make changes to the Montclair Municipal Code and set local regulations. Adoption of an Ordinance requires two readings, each held at separate public hearings before the City Council. An Ordinance may be adopted only after the second reading is held at a regular Council meeting occurring at least five days after the introduction of the proposed Ordinance. If changes to the Ordinance are made after introduction, the amended Ordinance must be re-introduced at a public hearing at least five days prior to conducting the second reading and adopting the Ordinance.

On August 16, 2021, the City Council conducted a public hearing for a first reading on the proposed ADU Ordinance; and thereafter set a public hearing for a second reading on September 20, 2021. During the August 16, 2021, public hearing, Mayor Dutrey requested two revisions to the Ordinance to include in the annual report of the actual rent charged, and requirement for the owner of a property with a JADU to live in either the primary dwelling unit or the JADU as part of the deed restriction requirement. The requested changes were incorporated in a revised Ordinance.

Pursuant to Government Code Section 36934, the revised ordinance was reintroduced as a first reading at a public hearing on September 20, 2021. With no further changes to the Ordinance, the City Council scheduled a second reading for October 4, 2021.

Proposed Ordinance No. 21-996 is attached for City Council review and consideration.

**BACKGROUND:** On July 14, 2021, the Planning Commission, by a 4-0-1 vote, approved Resolution No. 21-1947 recommending City Council approval of Zoning Code Amendment ZCA 2021-16 to modify the regulations pertaining to accessory dwelling units and junior accessory dwelling units. City Council action would amend Chapters 11.02 (Definitions), portions of 11.16, 11.18, 11.19, 11.20, 11.22, and 11.36, and repeal and replace Chapter 11.23 of the Montclair Municipal Code.

Drafts of Ordinance No. 21-996 were presented to and reviewed by the Real Estate Committee of the City Council at meetings taking place on April 19 and May 17, 2021.

**Summary of Proposed Ordinance**

As discussed above, new or revised state regulations necessitate several changes to the City’s current zoning code pertaining to ADUs. Chapter 11.23 (currently referred to as “Second Dwelling Units”), adopted in 2009 is the primary set of current regulations for “second units.” Ordinance No. 21-996 proposes to repeal and replace Chapter 11.23 in its entirety with new regulations and associated changes in other related portions of Chapter 11 to ensure consistency. A memorandum summarizing the relevant changes in state law was provided as an attachment in the August 16, 2021 Council meeting agenda report for reference.

The following references summarize the key changes in the new ADU Ordinance:

- Replace the existing term and definition of “Second Dwelling Unit” with the new terms “Accessory Dwelling Unit (ADU)” and “Junior Accessory Dwelling Unit (JADU)” at Section 11.02.010, which are defined as:

**Accessory Dwelling Unit** means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. The ADU shall include a permanent structure with a permanent foundation, connection to utilities, with provisions for living, sleeping, cooking, and bathroom facilities. An ADU may also include:

- An **efficiency unit**, as defined by Section 17958.1 of the California Health and Safety Code for occupancy by no more than two persons which have a minimum floor area of 150 square feet and shall have kitchen and bathroom facilities; and
- A **manufactured home**, as defined by Section 18007 of the California Health and Safety Code.

**Junior Accessory Dwelling Units (JADU).** A JADU is a dwelling unit that is no more than 500 square feet in size and contained entirely within a single-family residence and a converted garage that provides living facilities for up to two persons. A JADU may include separate sanitation facilities or may share sanitation facilities with the existing residence.

- Eliminates minimum lot size requirements so that any property improved with an existing residential unit could be eligible for an ADU.
- Establishes new standard design criteria intended to streamline the review process (e.g., matching rooflines and roof materials, exterior finishes and window styles, etc.) and promote architectural compatibility with the main dwelling.
- Owner-occupancy is not required as a condition of having a detached or attached ADU (City currently requires either the primary dwelling or ADU and/or JADU are occupied by the owner). However, owner-occupancy in either the main unit or JADU is required as a condition of having a JADU.

- Requires City approval for complete ADU applications within 60 days. When application meets all submittal requirements, ADUs and JADUs are reviewed administratively, much like how a room addition is handled.
- Establishes new development standards for ADUs and JADUs in single-family and multifamily residential zones. ADUs are currently only allowed on lots within single-family zones with single-family dwellings. Proposed Ordinance introduces the concept of JADUs not currently addressed by the existing code.
- A comparison of the existing regulations and those of the State is provide in the following table:

<b>Table 1: Comparison of Existing and New ADU Regulations</b>	
<i>Existing Ordinance</i>	<i>New Ordinance<sup>1</sup></i>
One ADU per lot	Two ADUs per lot
No Junior ADU provisions	Junior ADU allowed
Single-family zones only	Allowed in single-family and multifamily zones
5-foot minimum setbacks	4-foot setbacks
15-foot height limitation	Maximum 16 feet in height
Max Size: 750 SF attached or detached	150 SF Minimum 850 SF Maximum 1,000 SF Maximum
Requires parking if garage is converted	No parking required, including garage conversions
ADU permits processed in 120 days	ADU permits processed in 60 days
Owner-occupancy required	No owner occupancy required until January 2025 JADU requires owner-occupancy
<sup>1</sup> Pursuant to new or updated State law as of January 1, 2020	

The intent of the State Legislature was to reduce regulatory barriers and costs, streamline the approval process, and to expand the potential capacity for ADUs in response to California's housing shortage. Moreover, the State Legislature determined that housing was a matter of statewide concern, rather than a local matter, so imposed new limits on the City's ability to regulate ADUs and JADUs. As such, all existing County and City ordinances regulating ADUs which do not comply with Government Code Sections 65852.2 and 65852.22 (as amended), by January 1, 2020, were deemed to be null and void. In their place, state standards pertaining to ADUs and JADUs would apply by default, unless and until the adoption of a compliant ordinance. Ordinance No. 21-996 would comply with state requirements and restore local control to extent allowed by the state.

As identified in Table 1 above, the City's current regulations allow property owners the ability to build one ADU on any residentially-zoned property developed with a single-family residence. The maximum size allowed for an ADU was limited to 750 square feet whether attached or detached to the main dwelling unit. If the ADU was located

in a garage conversion, then replacement parking was required for the displaced parking. The City also required the property owner live in either the main dwelling unit or the ADU. JADUs were not an available option.

Based on State mandates, all of the City's current provisions above are modified to allow ADUs and JADUs in all residential zones, to permit an increase in maximum unit sizes, allow reduced minimum setbacks, and prohibit local requirements to replace or add parking. For example, in single-family zones, a maximum number of two ADUs (one being a JADU) are possible on a property (presuming other development standards are met). In multifamily developments, at least one ADU would be allowed with a maximum number of units allowed being limited to no more than 25 percent of the total existing number of units within the development. Non-habitable space, such as garages, storage rooms, etc., would be eligible for conversion into a dwelling unit with no parking requirements. Multi-unit developments built as a single complex are considered one property, regardless the number of parcels.

State ADU Law does not require additional building setbacks for the conversion of existing accessory structures to an ADU. For new construction, side and rear setbacks are reduced to a minimum of four feet rather than 5 or 12 (side setbacks) and 15 feet (rear setback) respectively. One area where local regulations have some flexibility is the side street setback for corner lots. The proposed Ordinance requires a minimum setback of 15 feet on the street side. This will enable an adequate open yard for visual relief but not be too excessive to conflict with the minimum size standard in the ADU Law. The Ordinance also requires that all corner lots must provide and maintain a clear vision triangle at the intersection of the streets' right-of-way for the purpose of traffic safety.

The state's regulations prohibiting the City from requiring replacement or new parking spaces for ADUs is of concern generally, but specifically when ADUs are located in multifamily districts where parking shortages is already a problem on-site and on public streets. Despite the restraint put upon the City by the state, staff encourages property owners to consider the potential adverse impacts caused by eliminating on-site parking and to explore alternatives to add ADU(s) in other areas where existing parking for their residents is maintained.

Another significant change is with regard to the requirement for the property owner to live in either the primary unit or the ADU. Under the new State requirements, this rule is temporarily suspended for five years. For ADUs built from January 1, 2020, through January 1, 2025, the City is not permitted to impose an owner-occupancy requirement, except for applications to create a JADU (when owner-occupancy on the site is required). This new change does not void previous covenants requiring owner-occupancy for the ADUs legally established prior to January 1, 2020, under the City's previous requirements. The owner occupancy requirement would be possible after January 1, 2025. Staff believes the occupancy requirement is a crucial factor in ensuring the maintenance and upkeep of the property and a recognized way to maintain neighborhood stability and harmony.

### ***ADUs and Regional Housing Needs Assessment (RHNA)***

New ADUs and JADUs developed in the City will count toward the City's housing production in meeting RHNA housing targets. The City's RHNA allocation for the upcoming 6th Cycle, 2021-2029 timeframe is 2,593 units. As allowed by State



Department of Housing and Community Development (HCD), staff fully intends to use ADUs as a strategy toward meeting housing targets for the City.

### ***Housing and Community Development (HCD) Review***

Government Code Section 65852.2 requires the City submit the Ordinance to HCD within 60 days of adoption by the City Council. If HCD finds the ordinance does not comply with the new ADU laws, HCD will notify the City. Should this occur the City would have 30 days to either amend the Ordinance or adopt additional findings that explain the reason the Ordinance complies with the statute.

### ***General Plan Consistency***

The law states that ADUs shall be deemed an accessory use and shall not be considered to exceed the allowable density for the lot where it is located, and shall be deemed a residential use that is consistent with the existing general plan and zoning district for the lot. Therefore, no amendments to the General Plan are required.

### ***Conclusion***

City staff recognizes the need to address the state's housing shortage and the role ADUs and JADUs play in addressing the issue. Despite some concerns with the state's parking regulations, if done well, ADUs can be successfully integrated into the existing housing stock and contribute more housing to the community. Although the opportunity to have an ADU has expanded, it is unlikely that every property in the City will construct an ADU and/or JADU. Based on recent activity for the last two years the Planning Division has processed 10-15 ADU applications per year. Staff expects this number to continue and possibly increase modestly for the next few years.

Lastly, City staff will continue to work on developing pre-approved ADU designs to streamline the review process and encourage appropriate integration of units within the community. Pre-approved ADU designs will be developed using funds made available to the City under the State's Local Early Action Planning Grants (LEAP Program). The City's LEAP Program grant was approved by the State in 2020.

***Environmental Review.*** The proposed Zoning Code Amendment Ordinance is exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment. Furthermore, per Section 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because the required changes have no potential for resulting in physical change to the environment, directly or indirectly. Lastly, the changes are consistent with the goals and policies of the General Plan and will bring the City's code into compliance with State Law.

**FISCAL IMPACT:** Adoption of Ordinance No. 21-996 would create no direct fiscal impact to the City's General Fund.

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

1. Conduct the second reading of the Ordinance.
2. Adopt Ordinance No. 21-996 amending portions of Title 11 of the Montclair Municipal Code relating to accessory dwelling units and junior accessory dwelling units in the City.

*Attachments:*

- *Proposed Ordinance No. 21-996*

**ORDINANCE NO. 21-996**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING PORTIONS OF CHAPTERS 11.02, 11.16, 11.18, 11.19, 11.20, 11.22, and 11.36 AND REPEALING AND REPLACING CHAPTER 11.23 OF TITLE 11 OF THE MONTCLAIR MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS IN THE CITY**

**WHEREAS**, the California Legislature adopted legislation in 2019 amending California Government Code Sections 65852.2 and 65852.22, which took effect January 1, 2020, imposing new limitations on a local agency's ability to regulate accessory dwelling units (ADUs), and junior accessory dwelling units (JADUs); and

**WHEREAS**, the City Council finds that it is necessary and appropriate to amend Chapter 11.02 (Definitions), portions of Chapters 11.16, 11.18, 11.19, 11.20, 11.22, and 11.36, and replace Chapter 11.23 of the Montclair Municipal Code in order to comply with California Government Code Sections 65852.2 and 65852.22. The state found that accessory dwelling units (also commonly referred to as "granny flats," in-law apartments," or "accessory units") provided an important source of affordable rental housing designed to meet the special housing needs of individuals and families, particularly those of low and moderate income; and

**WHEREAS**, adopting an Ordinance consistent with California Government Code Sections 65852.2 and 65852.22 ensures that the character of the City is preserved to the maximum extent permitted by law and that the City's regulation of ADUs and JADUs continues to promote the health, safety, and welfare of the community; and

**WHEREAS**, allowing ADUs and JADUs in conjunction with existing or proposed residential development provides additional rental housing stock, some of which will satisfy the City's 6th Cycle Regional Housing Needs Assessment (RNHA) for the period covering 2021-2029; and

**WHEREAS**, ADUs and JADUs offer lower cost housing to meet the needs of existing and future residents within existing neighborhoods, while respecting architectural character; and

**WHEREAS**, a public hearing was held by the Planning Commission on June 14, 2021, at 7:00 p.m. in the Council Chambers located at 5111 Benito Street, Montclair, California. A notice of time, place and purpose of the public hearing was given in accordance with the Ralph M. Brown Act. Evidence, both written and oral, was presented to, and considered by, the Planning Commission at this public hearing; and

**WHEREAS**, on June 14, 2021, the Planning Commission, by a 4-0-1 vote, approved Resolution No. 21-1947 recommending City Council approval of Zoning Code Amendment ZCA 2021-16 to modify the regulations pertaining to accessory dwelling units and junior accessory dwelling units; and

**WHEREAS**, on August 16, 2021, the City Council conducted a first reading of proposed Ordinance No. 21-996 to amend portions of Chapters 11.02, 11.16, 11.18, 11.19, 11.20, 11.22, 11.36, and repeal and replace Chapter 11.23 of the Montclair Municipal Code relating to ADUs and JADUs in the City; and moved to set a public hearing to consider adoption of Ordinance No. 21-996 for Monday, September 20, 2021; and

**WHEREAS**, a public hearing was held by the City Council on September 20, 2021, at 7:00 p.m. in the Council Chambers located at 5111 Benito Street, Montclair, California. A notice of time, place and purpose of the public hearing was given in accordance with the Ralph M. Brown Act. Evidence, both written and oral, was presented to, and considered by, the City Council at this public hearing; and

**WHEREAS**, revisions to the Ordinance requested at the August 16, 2021 meeting were incorporated into revised Ordinance presented to the City Council on Monday, September 20, 2021; and

**WHEREAS**, pursuant to Government Code Section 36934 revisions are limited to only "corrections of typographical or clerical errors," while other revisions are considered an "alteration" within the meaning of this code section. As such, the revised ordinance requires a new first reading, with a second reading at the following meeting; and

**WHEREAS**, on September 20, 2021, the City Council conducted a first reading of revised Ordinance No. 21-996 and moved to set a public hearing to consider adoption of the Ordinance for Monday, October 4, 2021; and

**WHEREAS**, a public hearing was held by the City Council on October 4, 2021, at 7:00 p.m. in the Council Chambers located at 5111 Benito Street, Montclair, California. A notice of time, place and purpose of the public hearing was given in accordance with the Ralph M. Brown Act. Evidence, both written and oral, was presented to, and considered by, the City Council at this public hearing.

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

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

**SECTION II.** The Montclair Municipal Code for the City of Montclair ("Code") shall be amended to add new definitions to Chapter 11.02 DEFINITIONS, Section 11.02.010 as follows:

**Accessory Dwelling Unit (ADU)** means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include a permanent structure, with a permanent foundation, connection to utilities, with provisions for living, sleeping, eating, cooking, and bathroom facilities on the same parcel the main dwelling exists. The definition of accessory dwelling unit includes the following:

1. An efficiency unit, as defined by Section 17958.1 of the California Health and Safety Code for occupancy by no more than two persons which have a minimum floor area of 150 square feet and shall have kitchen and bathroom facilities; and
2. A manufactured home, as defined by Section 18007 of the California Health and Safety Code.

**Accessory Dwelling Unit Types.** For purposes of this section, there are three types of accessory dwelling units allowed, subject to the requirements of Chapter 11.23.030, and as described below:

1. **Detached Accessory Dwelling Unit.** A detached ADU is a dwelling unit with complete independent living facilities constructed as a separate structure from the main dwelling unit on the property.
2. **Attached Accessory Dwelling Unit.** An attached ADU is a dwelling unit with complete independent living facilities that shares at least one common wall with the existing main dwelling unit on the property.
3. **Junior Accessory Dwelling Units (JADU).** A JADU is a dwelling unit that is no more than 500 square feet in size and contained entirely within a single-family residence that provides living facilities for up to two persons. A JADU may include separate sanitation facilities or may share sanitation facilities with the existing residence.

**Accessory Structure** means a structure that is accessory and incidental to a dwelling located on the same lot.

**Complete Independent Living Facilities** means the permanent provision for living, sleeping, eating, cooking, and bathroom facilities for a main or accessory dwelling unit.

**Kitchen** means a room or area that is designed for and contains approved permanent cooking, refrigeration and sink facilities.

**Kitchenette or Efficiency Kitchen** means a small area designated for preparing food as part of a room instead of a separate room. A kitchenette or Efficiency Kitchen shall include each of the following elements:

1. Approved cooking, refrigeration, and sink facilities. A microwave or toaster oven shall not be considered an approved cooking appliance for purposes of determining if a room constitutes a kitchenette/efficiency kitchen.
2. A food preparation counter or counters that total at least 15 square feet in area; and

3. Food storage cabinets that total at least 30 square feet of shelf space.

**Floor Area** means the total floor area measured from the outside of the exterior walls of a detached ADU, or the area from the outside of the exterior walls of the ADU to the centerline of shared interior walls that separate the accessory unit and primary-unit living space. Proposed habitable space located under a sloping roof where the sloping ceiling measures less than five feet from the finished floor to the finished ceiling is not counted as floor area. Carports, covered porches (open on three sides) and patios, chimneys, stairwells and mechanical closets are not counted toward the determination of floor area of an ADU.

**Habitable Floor Area** means the total floor area of all habitable rooms in a dwelling unit.

**Habitable Room** means any finished and conditioned (heated) space or room in a dwelling unit other than a bathroom, closet, pantry, hallway, storage space, enclosed patio, laundry room, garage or carport as defined by the Building Code.

**Main Dwelling Unit** means the existing or proposed single-family dwelling on the lot where an ADU would be located.

**Nonconforming Zoning Condition** means a physical improvement on a property that does not conform to current zoning standards.

**Passageway** means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.

**Proposed Dwelling** means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

**Public Transit** means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

**Tandem Parking** means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

**SECTION III.** The Code shall be further amended at the following sections to ensure consistency with Chapter 11.23, with the following additions and ~~deletions~~:

**11.16.030 - Uses permitted.**

~~No building or structure or land in the A Zone shall be used, and no building or structure shall be hereafter erected, structurally altered, or enlarged in the A Zone, except for those uses which shall be subsequently adopted by resolution of the Planning Commission to provide for the estate development.~~

The following uses shall be permitted in the Estate A zone:

- A. Accessory Dwelling Units and Junior Accessory Dwellings Units

**11.18.30 - Uses Permitted**

The following uses shall be permitted in the R-1 zone:

- H. ~~Second dwelling units~~ Accessory Dwelling Units and Junior Accessory Dwellings Units pursuant to Chapter 11.23 of this title and accessory buildings pursuant to Chapter 11.19 of this title or improvements incidental to any of the permitted uses in this chapter. No motor home, mobile home, tank, shipping container, trailer, business, or other vehicle or similar item shall be considered or permitted as accessory buildings.

**11.18.040 - Property development standards.**

- E. Yards. The following yards shall be established and maintained (see Section 11.38.060 of this Code for additional setbacks which may be required for planned rights-of-way):
4. See Chapter 11.23 for setbacks applicable to Accessory Dwelling Units; refer to Tables 1 and 2.

**11.19.080 - Building separation.**

- C. See Chapter 11.23 for building separation standards applicable to Accessory Dwelling Units; refer to Tables 1 and 2.

**11.20.020 – Uses permitted.**

F. Accessory Dwelling Units subject to Chapter 11.23 of this title.

**11.20.070 – Yards.**

E. See Chapter 11.23 for setbacks applicable to Accessory Dwelling Units refer to Table 2.

**11.22.020 – Uses permitted.**

B. The following shall be permitted as accessory uses:

5. Accessory Dwelling Units subject to Chapter 11.23 of this title; refer to Table 2.

**11.22.040 – Property development standards.**

I. Yards and Setbacks. Developments in the R-3 Zone shall have and maintain the following minimum yards and setbacks (see Sections 11.38.050 and 11.38.060 of this title for additional requirements). Building setbacks shall be measured from the front property line.

5. See Chapter 11.23 for setbacks applicable to Accessory Dwelling Units; refer to Table 2.

**SECTION IV.** The Code shall be amended to repeal existing Chapter 11.23 and replace it with new Chapter 11.23 entitled " ACCESSORY DWELLING UNITS" as follows:

**11.23.010 – Purpose and intent.**

The purpose and intent of this chapter is to establish procedures for permitting accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) on lots zoned for residential uses, in accordance with California Government Code sections 65852.2 and 65852.22. This chapter provides standards for ADUs to minimize adverse impacts on the public health, safety, and general welfare from the establishment of accessory dwelling units.

Nothing herein shall preclude or prevent the City from undertaking any other enforcement action with respect to an accessory dwelling unit which the City is otherwise authorized under this code or applicable state or federal law, including but not limited to the abatement of public nuisances.

**11.23.020 – Applicability.**

- A. This chapter shall apply to the construction of any ADU in single-family and multifamily residential districts within the City as defined herein.
- B. The construction, establishment, alteration, enlargement, or modification of an accessory dwelling unit shall comply with the requirements of this chapter in conjunction with the issuance of necessary construction and alteration permits as may be required by adopted codes listed in Title 10 of the Montclair Municipal Code.
- C. The provisions of this chapter shall in no way validate any existing accessory dwelling unit constructed without City approval and permits. Accessory structures erected without benefit of City approval and a building permit shall be removed upon notification or, if possible, modified to comply with the provisions of this chapter and any applicable requirements in the adopted codes listed in Title 10 of the Montclair Municipal Code.
- D. Existing ADUs that were approved pursuant to City requirements and permits prior to the adoption of this Chapter are deemed to be lawfully permitted. Existing ADUs shall count towards the maximum number of ADUs allowed for each property. Modifications to the size of existing ADUs shall be subject to the provisions of this Chapter as modified from time to time.
- E. ADUs are prohibited in all zones other than those zones where residential uses are permitted. ADUs are also prohibited in the following locations:

1. Adopted specific plans that already contain provisions for high-density residential and mixed-use development, including but not limited to the *North Montclair Downtown Specific Plan, Montclair Place District Specific Plan, and the Arrow Highway Mixed-Use District Specific Plan.*
2. Non-conforming residential developments on Commercial and Industrial zoned properties.

**11.23.030 – Permitted locations and standards.**

Accessory dwelling units are allowed in all residential zones with a legally established existing, or proposed, main dwelling unit as specified in this section, and generally by means of one of the following scenarios:

- A. In Single Family Zoned Districts (Table 1):
  1. Conversion of existing space within the floor space of the main dwelling unit to provide a JADU. In a single-family zoned districts, only one JADU shall be allowed on a single parcel.
  2. Construction of an attached ADU or a detached ADU. In single-family zoned districts only one ADU, attached or detached, shall be allowed with or without one JADU on a single parcel.

<b>Table 1 ADU Development Standards – Single Family Zones: R-1, R-1(SL), R-1(11), R-1(20)</b>			
<b>Standard</b>	<b>JADU</b>	<b>Attached- ADU</b>	<b>Detached-ADU</b>
<b>Number of ADUs Allowed Per Lot <sup>1</sup></b>	Minimum of 1: JADU, or Attached- ADU, or Detached-ADU Maximum of 2: One JADU plus an Attached- ADU, or Detached-ADU		
<b>Unit Size</b>	Minimum 150 SF Maximum 500 SF	Minimum 150 SF Maximum 1,000 SF	150 SF 1,000 SF
<b>Lot Coverage <sup>2</sup> (All structures)</b>	N/A	35 percent	35 percent or 50 percent <sup>3</sup>
<b>Setbacks</b>	Front: 25 feet Street Side: 15 feet Interior: 4 feet Rear: 4 feet		
<b>Building Separation</b>	N/A	N/A	6 feet
<b>Building Height <sup>4</sup></b>	Maximum 16 feet for JADU, Attached- ADU, or Detached-ADU Exception for JADU or Attached-ADU when integrated into, or when attached to an existing two-story main dwelling unit.  Maximum 35 feet or the height of the existing two-story main dwelling unit, whichever is less.  Detached-ADU limited to 1-Story and maximum height of 16 feet.		
<sup>1</sup> Main dwelling unit required. <sup>2</sup> Lot coverage Maximum does not applied to ADUs 800 SF and under <sup>3</sup> Single family residential properties located in R1 zones on the official zoning map designated by the "SL" suffix <sup>4</sup> Building height measured to the peak of the structure. Minimum setback and building separation distances shall be measured from the closest points of the building or structure walls to another structure or property line, including chimneys, bay windows, or other architectural elements extending outward from the building wall plane.			

- B. In multifamily-zoned districts and developments (Table 2) ADUs, except a JADU, are permitted and may be accommodated in one or more of the following ways:
  1. Conversion of covered or enclosed parking spaces, or
  2. Conversion of unused or vacated non-habitable spaces such as offices, storage rooms, passageways, attics, basements, etc.; Conversion of Laundry facilities shall be permitted unless required as part of a previously approved Precise Plan of Design and/or Conditional Use Permit for the subject property; or

3. Construction of detached ADUs on surplus or utilized open space area not within a required front or street side setback area.

<b>Table 2 ADU Development Standards – Multi-Family Zones: R-2 and R-3</b>		
<i>Standard</i>	<i>Attached ADU</i>	<i>Detached ADU</i>
<b>Number Per Lot</b> <sup>1</sup> <i>(Includes conversion of qualifying existing space and new construction)</i>	Minimum of 1 unit (Attached or Detached ADU) or Maximum of 25 percent of the total number of existing dwelling units within in the complex <sup>2</sup>	
<b>Unit Size</b>	150 SF Minimum 850 SF Maximum (One-bedroom) 1,000 SF Maximum (Two-bedroom)	
<b>Lot Coverage</b> <sup>3</sup> <i>(All structures)</i>	R-2:40 percent for structures over 800 SF R-3: Buildings and structures shall not cover more of a lot than would be permitted when satisfying all yard, open space, parking and access requirements for structures over 800 SF per MMC	
<b>Setbacks</b>	Front: 25 feet Street Side: 15 feet Interior: 4 feet Rear: 4 feet	
<b>Building Separation</b>	N/A	6 feet
<b>Building Height</b> <sup>3</sup>	Attached ADU: Maximum 16 feet or height of existing main residential building whichever is less, or Maximum height 35 feet or height of the existing two-story residential building, whichever is less. Detached ADU: 1-Story and maximum height of 16 feet	
<p><sup>1</sup> An approved and constructed multifamily dwelling complex required. Complex is considered one property regardless of the number of parcels.</p> <p><sup>2</sup> When the calculation for maximum number of units results in a fractional number over 1 unit, it shall be rounded to the next highest whole number if the fraction is one-half or more; otherwise it shall be rounded down to the next lowest whole number.</p> <p><sup>3</sup> Lot coverage Maximum does not applied to ADUs 800 SF and under</p>		

#### 11.23.040 – Process and timing.

The review of an ADU application is considered and approved ministerially, without discretionary review or a hearing. The City must act on an application to create an ADU or JADU within 60 days from the date that the City receives a completed application, unless either:

- A. The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or
- B. When an application to create an ADU or JADU is submitted on a vacant or partially vacant site involving new construction with a Precise Plan of Design permit application to create a new single-family dwelling on the lot, the City may delay acting on the permit application for the ADU or JADU until the City acts on the Precise Plan of Design permit application to create the new single-family dwelling, but the application to create the ADU or JADU will still be considered ministerial without discretionary review or a hearing.
- C. When an application to create an ADU is submitted on a vacant or partially vacant site involving new construction with a Precise Plan of Design permit application to create a new multiple family dwelling on the lot, the City may delay acting on the permit application for the ADU until the City acts on the Precise Plan of Design permit application to create the new single-family dwelling, but the application to create the ADU will still be considered ministerial without discretionary review or a hearing.

#### 11.23.050 – ADU and JADU permits.



The City may charge a fee to reimburse it for costs incurred in processing ADU permits, including the costs of adopting or amending the City's ADU ordinance. The ADU-permit processing fee is determined by the Planning Department and approved by the City Council by resolution.

#### **11.23.060 – Parking.**

One on-site uncovered parking space shall be required for each ADU, regardless of the number of bedrooms. No on-site parking shall be required for a JADU.

Parking space(s) may be provided on a paved surface within:

- A. A front or street side setback area, provided that said space when combined with other hardscape surfaces within the setback does not exceed 50 percent of the required landscape setback area, as approved by the Community Development Director/Designee; or
- B. As a tandem parking space on a new or existing paved driveway.
- C. Parking space dimensions shall be at least 9 feet wide by 20 feet deep. Parking space within an enclosed garage shall have unobstructed dimensions of at least 10 feet wide by 20 feet deep.
- D. No additional driveway approaches from public streets shall be permitted for required parking spaces for ADUs. Access to an authorized parking space may be provided from an alley.
- E. Exception: No on-site parking space for an ADU shall be required in the following situations:
  1. The ADU is located within one-half mile walking distance of public transit, including, without limitation, a bus stop, train station, or paratransit stop, as designated by a public agency; or
  2. The ADU is located within an architecturally and historically significant district established by the City; or
  3. When on-street parking permits are required but not offered to the occupant of the ADU; or
  4. When there is an established car share vehicle stop located within one block of the ADU.
  5. The ADU is converted as part of the proposed or existing primary residence or an accessory structure.
- F. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, replacement of such structures not required.

#### **11.23.070 – Plan review submittal requirements.**

Proposals for an ADU or JADU shall require the preparation of professionally and accurately drawn plans for City review and subsequent approval of a building permit. Plans for an accessory dwelling unit shall be submitted to the Department of Community Development for review to determine compliance with each of the general requirements in subsection 11.23.090, prior to the submittal of an application for a building permit.

A complete set of plans, drawn in a standard architectural and/or engineering scale (e.g. ¼, ½, 1:10, 1:20, etc.) with appropriate dimensions and labels, shall include:

- A. Site Plan. A site plan showing the entirety of the property and the location of the proposed ADUs in context with property lines, existing and/or proposed structures, and other significant features (e.g., driveways, pools, fences and walls, trees, utility poles and boxes, major slopes, etc. ) on the site. Add dimensions for the site and setback distances from property lines and existing structures.
- B. Floor Plans. Prepare a detailed and scaled floor plan for the ADU(s), identifying each room, room dimensions, and floor area calculations. Show location and size of all windows and doors. For an attached ADU or JADU provide a complete floor plan for the main dwelling unit to which they are attached.
- C. Building Elevations. Complete set of dimensioned building elevations for detached and attached ADUs. Show all proposed openings, exterior materials/finishes, roof pitch, and architectural details. For a JADU or

Attached ADU, show proposed unit in context with the existing main dwelling unit to which it is attached.

- D. Roof Plan. Show roof pitch, and placement of any required vents. No new or additional roof top air conditioner units or ducts shall be permitted on an attached or detached ADU, or JADU.

The review and approval of plans by Community Development Department shall be performed by the Director of Community Development or his/her designee and shall be completed within 60 days of receiving a complete application for an ADU which meets the requirements and standards of this Chapter.

**11.23.080 – Building permit required.**

Approval of an ADU application pursuant to this chapter is a ministerial action not subject to discretionary review beyond the General Requirements contained in this chapter. As such, plans receiving approval by the Community Development Department shall be submitted to the Building Division for required building permit(s). Plans shall comply with all applicable requirements of the Building Code as adopted pursuant to Title 10 of the Municipal Code and enforced at the time of application.

**11.23.090 – General requirements.**

- A. The property and on-site structures on which an ADU is proposed shall be in good physical condition consistent with Chapter 10.32 (Property Maintenance Code) of the Montclair Municipal Code. No building permit for an ADU or JADU shall be issued for properties having current building or zoning code violations, unpermitted construction, or code enforcement violations/liens, until such matters have been resolved.
- B. Placement of an attached or detached ADU shall not be located on a parcel in a way that would prohibit access to a designated parking area, or impede safe ingress or egress by emergency personnel to the structure or yard areas.
- C. A Detached-ADU may be of standard residential construction, manufactured housing, or factory-built housing placed on permanent foundations. Manufactured or factory-built housing shall be generally consistent with Design Guidelines specified in Section 11.23.100. The use of commercial storage or shipping containers for purposes of this Chapter shall not be permitted.
- D. An Attached or Detached ADU shall contain no more than two (2) bedrooms
- E. ADUs shall be assigned a separate address and identified by the addition of an alpha character (e.g., A, B.) to the address of the main dwelling unit on the property.
- F. An ADU may be metered separately from the main dwelling unit for gas, electricity, communications, water, sewer services. A JADU shall not be metered separately. The use of a sub meter for the JADU may be allowed to measure the amount of the utility (i.e., gas, electricity, and water) used by a JADU, subject to Building Code regulations.
- G. All new utilities for a Detached-ADU shall be installed underground.
- H. An Attached or Detached-ADU shall be constructed on a permanent foundation and connected to the public sewer.
- I. An ADU must have a separate exterior entrance, apart from that of the main dwelling unit dwelling. The separate entrance shall be located on the side or rear of the structure and whenever possible facing interior yard areas; and
- J. The primary and ADUs may not be sold separately and no subdivision of land or air rights shall be allowed.
- K. Property owner shall obtain and provide to the City a Will Serve Letter from the City's authorized solid waste hauler.
- L. Fire sprinklers shall be required in an ADU if sprinklers are required in the primary residence unless specifically exempt per Montclair City Code or State Code.
- M. The detached ADU, and attached ADU and/or principal dwelling may be rented. Junior ADU constructed with living area of principle dwelling shall be subject to owner occupancy requirements.

#### 11.23.100 – Standard ADU design guidelines.

The design of all ADUs shall be complementary or similar to the appearance of the main dwelling unit. When appropriate, the use of City pre-approved ADU designs is encouraged. In preparing plans, consideration shall be given to the following basic design elements:

- A. Roof shape and pitch, eaves, roofing materials; and
- B. Materials, textures, finishes and colors of the exterior walls, windows, doors, etc.; and
- C. ADU façade elevations visible from the public right-of-way shall incorporate Windows, entries, or other architectural features that are compatible with the main dwelling unit.
  1. Avoid locating bathroom facilities and placing related windows or vents on the street facing side of a proposed ADU.
  2. Remove garage doors and replace with a new façade when converting a garage or carport attached to an existing main dwelling unit, or a detached garage structure. The new façade shall include windows and exhibit other architectural features that are proportionate and compatible with the appearance of the main dwelling unit. Stucco walls devoid of compatible architectural features shall not be allowed.
- D. No window-mounted or exposed roof-mounted HVAC equipment (e.g., air conditioners, condensers, and/or ductwork, etc.) shall be allowed. Roof mounted HVAC equipment may be proposed when fully screened from view to the street and adjoining properties by means of a mechanical well and/or parapets walls of a height proportionate and appropriate to architecture of the ADU and main dwelling unit, as approved by the Community Development Director. The use of a mini-split HVAC system that does not rely on ducts to deliver heated and cooled air is encouraged.

#### 11.23.110 – Owner occupancy.

An ADU and/or the main dwelling may be rented without owner occupancy requirements. ADUs can be rented for a term no fewer than 30 days for residential purposes, and cannot be used as a short-term or vacation rental (fewer than 30 days).

If there is a JADU on the property, either the JADU or Primary Dwelling shall be occupied by the owner of record, unless the property is entirely owned by another governmental agency, land trust, or housing organization.

- A. Deed Restriction. Prior to issuance of a final inspection and release of occupancy of building permit for an ADU or JADU, a deed restriction must be recorded against the title of the property in the County Recorder's office and a copy filed with the Development Services Department. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the City and must provide that:
  1. The ADU or JADU may not be sold separately from the main dwelling.
  2. The ADU or JADU is restricted to the approved size and to other attributes allowed by this section.
  3. The deed restriction runs with the land and may be enforced against future property owners.
  4. The property owner shall annually report to the City the actual rent charged for the ADU or JADU as required by Chapter 11.23 of the Montclair Municipal Code.
  5. If the accessory dwelling unit is a JADU, either the JADU or Primary Dwelling shall be occupied by the owner of record, unless the property is entirely owned by another governmental agency, land trust, or housing organization.
  6. The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request to the Community Development Director, providing evidence that the ADU or JADU has in fact been eliminated. The Director may then determine whether the evidence supports the claim that the ADU or JADU has been eliminated. Appeal may be taken from the Community Development Director's determination consistent in accordance with Chapter 17.47. If

the ADU or JADU is not entirely physically removed, but is only eliminated by virtue of having a necessary component of an ADU or JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this Code.

- B. The deed restriction is enforceable by the Community Development Director or his or her designee for the benefit of the City. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the City is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.

#### 11.23.120 – Reporting of annual rent.

To facilitate the City's obligation to identify adequate sites for housing in accordance with Government Code sections 65583.1 and 65852.2, the following requirements shall be satisfied:

- A. With the building permit application, the applicant shall provide the City with an estimate of the projected annual rent that will be charged for the ADU or JADU.
- B. By January 31 of each calendar year, the owner of the property containing an ADU or JADU shall report the actual rent charged for the ADU or JADU during the prior calendar year. If the City does not receive the report, the owner is in violation of this Code, and the City may send the owner a notice of violation. If the owner fails to submit the report within the time period stated in the notice of violation, the City may enforce this provision in accordance with applicable law. This condition shall be added to owner occupancy covenant,

#### 11.23.130 – Impact fees.

- A. Development impact fees are required to be paid for an attached or detached ADU greater than 750 square feet. Development impact fees charged shall be charged proportionately in relation to the square footage of the primary dwelling unit.
- B. Development impact fees are not required to be paid for construction of a JADU.

#### 11.23.140 – Conformance.

Approved accessory dwelling units that conforms to this section shall:

- A. Be deemed an accessory use or an accessory building; and
- B. Be deemed a residential use that is consistent with the General Plan and the zoning designations for the lot; and
- C. Not be considered to exceed the allowable density for the lot on which it is located and not be counted as part of the overall density allowed in the zoning district.

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

**SECTION VII.** 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, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

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

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 21-996 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2021, and finally passed not less than five (5) days thereafter on the XX day of XX, 2021, by the following vote, to-wit:

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

\_\_\_\_\_  
Andrea M. Myrick  
City Clerk

SECOND READING  
10/04/2021



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	OCTOBER 4, 2021	<b>FILE I.D.:</b>	TRN110A
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	PUBLIC WORKS
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	M. HEREDIA
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING A STATUS REPORT ON EMERGENCY CONTRACTING PROCEDURES FOR THE PACIFIC ELECTRIC TRAIL BRIDGE REPLACEMENT PROJECT AND DETERMINING THERE IS A NEED TO CONTINUE THE ACTION		

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**REASON FOR CONSIDERATION:** By City Council action on April 19, 2021, Resolution No. 21-3307 was adopted declaring a need for emergency contracting procedures for the Pacific Electric (PE) Trail Bridge Replacement Project. Under Public Contract Code Section 22050, the governing body shall review the emergency action at its next regularly scheduled meeting and every regularly scheduled meeting thereafter until the action is terminated, to determine, by a fourth-fifths majority vote, that there is a need to continue the action.

**BACKGROUND:** The City of Montclair, in coordination with San Bernardino County Transportation Authority (SBCTA), constructed a multi-purpose trail linking cities from Claremont to Rialto along the famous Pacific Electric Railway Line. This 21-mile trail is a vital component of our Active transportation and Healthy Montclair programs. The trail provides recreational and alternative transportation opportunities for cyclists, pedestrians, runners, and equestrians, and links our residents and the commuting public to schools, jobs, and our regional transportation hub. The 20-acre Montclair Transcenter is the largest facility of its kind between Union Station in Los Angeles and the San Bernardino County station, and conveniently connects the region's fixed route commuter rail, bus service, and rideshare programs in one centrally located area. The Pacific Electric trail is a vital connection to this important transportation hub.

On March 21, 2021, the PE Trail Bridge was damaged due to a fire and closed to active transportation traffic. The closure of the bridge disrupts the regional connections of the PE Trail. A structural engineer who investigated the magnitude and extent of the damage, declared the PE Trail bridge a total loss and a replacement was recommended. To mitigate the risks that left the existing bridge vulnerable to fire, the replacement will be a prefabricated steel truss bridge. A steel truss bridge provides the best combination of long term value and affordability, while also recognizing the need for a speedy replacement of this vital piece of infrastructure. The use of a prefabricated bridge saves valuable time since its design has been preapproved by a state licensed structural engineer. Compared to a wooden structure, the construction of the steel truss bridge is completed at an accelerated pace, since it is delivered assembled and dropped into place.

The City of Montclair is a healthier and more equitable City due to safer and more connected roadways through the provision of active transportation options. SBCTA recognizes the value and importance of the PE trail. To that end, SBCTA has shown good faith and leadership by graciously offering to cover a percent of the cost, up to \$100,000, to replace the bridge through their TDA Grant Program. The City would cash flow the project and seek reimbursement from SBCTA at a future date.

Currently, Pacific Electric Trail commuters are being detoured from the regional trail to Arrow Highway. To reduce the impact of the bridge closure, City staff will continue to work diligently through the use of the emergency contracting procedures to hire various consultants and contractors to complete the bridge replacement. The bridge will be fabricated by Contech Engineered Solutions. Biggs Cardosa Associates (BCA), a structural engineering consultant, will design the bridge deck and modifications to the existing bridge substructure and foundations to accept the new bridge. Additionally, Environmental permits and studies are required to clear the project through the California Environmental Quality Act (CEQA) and U.S. Army Corps permitting process.

***September 30, 2021 Update***

The City Council approved an agreement with BCA at the Council Meeting on September 20, 2021. BCA will start the environmental studies, permits and preparation of plans and specifications for the bridge replacement now that the contract agreement has been executed.

**FISCAL IMPACT:** The estimated cost to replace the Pacific Electric Trail Bridge is \$450,000. SBCTA will contribute \$100,000 in TDA Grant funding and the remaining project cost will be paid using General Fund Reserve unless another grant source is secured.

**RECOMMENDATION:** Staff recommends that the City Council receive and file a status report on emergency contracting procedures for the Pacific Electric Trail Bridge Replacement Project and determine there is a need to continue the action.



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	OCTOBER 4, 2021	<b>FILE I.D.:</b>	FIN540
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	FINANCE
<b>ITEM NO.:</b>	2	<b>PREPARER:</b>	L. LEW/V. FLORES
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION		

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

**BACKGROUND:** Mayor Pro Tem Ruh has examined the Warrant Register dated October 4, 2021, and the Payroll Documentation dated August 29, 2021, and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated October 4, 2021, totals \$699,803.61.

The Payroll Documentation dated August 29, 2021 totals \$620,776.77 gross, with \$446,651.17 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

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<b>DATE:</b>	OCTOBER 4, 2021	<b>FILE I.D.:</b>	PDT725
<b>SECTION:</b>	CONSENT - AGREEMENTS	<b>DEPT.:</b>	POLICE
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	J. MICHEL
<b>SUBJECT:</b>	CONSIDER APPROVAL OF AGREEMENT NO. 21-60 WITH THE CALIFORNIA HIGHWAY PATROL FOR USE OF THE MONTCLAIR POLICE DEPARTMENT FIREARMS SHOOTING RANGE		

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 21-60 with the California Highway Patrol for use of the Montclair Police Department firearms shooting range.

Proposed Agreement No. 21-60 has been reviewed by the City Attorney and is attached for the City Council's review and consideration.

**BACKGROUND:** The indoor shooting range at Police Department facility is used at least two days each month for Montclair Police Department firearms training. When not in use by staff, the facility is rented to other law enforcement agencies to offset costs associated with maintenance.

The Department of California Highway Patrol, Rancho Cucamonga Area Office, has requested to renew its contract to rent the shooting range three days per month. Currently, the indoor shooting range is a completely lead-free facility. In addition to potential health benefits, use of lead-free ammunition has resulted in lower range maintenance costs. Staff has determined that \$300 per day is a fair and competitive rental amount for use of the shooting range.

Proposed Agreement No. 21-60 details the terms of use of the shooting range by the Department of California Highway Patrol, Rancho Cucamonga Area Office. The agency would be responsible for providing its own supplies, including lead-free ammunition and equipment.

The term of proposed Agreement No. 21-60 is October 4, 2021, through September 30, 2024.

**FISCAL IMPACT:** Approval of proposed Agreement No. 21-60 would net approximately \$40,500 in revenue for the City over the term of the agreement.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 21-60 with the California Highway Patrol for use of the Montclair Police Department firearms shooting range.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>21C855000</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME  
Department of California Highway Patrol

CONTRACTOR NAME  
Montclair Police Department

2. The term of this Agreement is:

START DATE  
10/01/2021 or Upon Approval Whichever is Later

THROUGH END DATE  
09/30/2024

3. The maximum amount of this Agreement is:  
\$40,500.00 (Forty Thousand Five Hundred Dollars and Zeros Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions	4
+ - Exhibit D	Special Terms and Conditions	2
+ - Attachment 1	Montclair Police Department Range Safety Rules	3

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)  
Montclair Police Department

CONTRACTOR BUSINESS ADDRESS 4870 Arrow Highway	CITY Montclair	STATE CA	ZIP 91763
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PRINTED NAME OF PERSON SIGNING Robert Avels	TITLE Executive Director, Office of Public Safety/ Police Chief
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CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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**CITY OF MONTCLAIR**

\_\_\_\_\_  
Javier John Dutrey, Mayor

**ATTEST:**

\_\_\_\_\_  
Andrea Myrick, City Clerk

Approved by City Council on: \_\_\_\_\_

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>21C855000</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME Department of California Highway Patrol				
CONTRACTING AGENCY ADDRESS 601 N. 7th Street		CITY Sacramento	STATE CA	ZIP 95811
PRINTED NAME OF PERSON SIGNING Jacquelyn Ngo		TITLE Commander, Business Services Section		
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable) SCM Vol 1, 4.04 A.2		

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

1. Contractor agrees to provide to the Department of California Highway Patrol (CHP) Rancho Cucamonga Area office, the services described herein: Furnish use of Contractor's weapons firing range facilities including restrooms if available; pay all taxes, insurance, bonds, license and permit fees, maintenance fees and all other direct and indirect costs in accordance with this Agreement.

2. The services shall be performed at:

Montclair Police Department  
4870 Arrow Highway  
Montclair, CA 91763

3. The services shall be provided during:

CHP use of weapons range shall be restricted to the hours of 3:00 p.m. through 9:00 p.m., Monday through Friday. Contractor and CHP agree the weapons firing range shall be open and usable by members of CHP during these times. Exclusive use or alternative days and/or times for use of the weapons firing range shall be coordinated and mutually agreed upon by both parties.

4. The project representatives during the term of this agreement will be:

<small>STATE AGENCY</small> <b>Department of California Highway Patrol</b>		<small>CONTRACTOR</small> <b>Montclair Police Department</b>	
<small>NAME</small> <b>Robyn Madeira, Sergeant</b>		<small>NAME</small> <b>Jim Michel, Lieutenant</b>	
<small>TELEPHONE NUMBER</small> <b>(909) 980-3994</b>	<small>FAX NUMBER</small> <b>(909) 980-3994</b>	<small>TELEPHONE NUMBER</small> <b>(909) 448-3606</b>	<small>FAX NUMBER</small> <b>(909) 621-4413</b>
<b>Direct all inquiries to:</b>			
<small>STATE AGENCY</small> <b>Department of California Highway Patrol</b>		<small>CONTRACTOR</small> <b>Same as above</b>	
<small>SECTION/UNIT</small> <b>Business Services Section, Contract Services Unit</b>		<small>SECTION/UNIT</small>	
<small>ATTENTION</small> <b>Piron Vossoughi, Contract Analyst</b>		<small>ATTENTION</small>	
<small>ADDRESS</small> <b>601 N. 7<sup>th</sup> Street, Sacramento, CA 95811</b>		<small>ADDRESS</small> <b>4870 Arrow Highway, Montclair, CA 91763</b>	
<small>TELEPHONE NUMBER</small> <b>(916) 843-3619</b>	<small>FAX NUMBER</small> <b>(916) 322-3166</b>	<small>TELEPHONE NUMBER</small>	<small>FAX NUMBER</small>

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

5. Detailed description of work to be performed:
- A. The use of said weapons range use shall be limited to CHP personnel assigned to the Rancho Cucamonga Area office.
  - B. CHP agrees that its members using the weapons firing range facilities under this Agreement shall be governed by the range safety rules established by Contractor.
  - C. Contractor agrees that CHP shall have the use of all on-site facilities located on the range for training programs without additional charge; however, CHP's use of facilities shall be restricted to organized functions of CHP under direct supervision of certified CHP Range Instructor.
  - D. The weapons firing range must be able to accommodate the following:
    - 1) Zero (0) caliber pistol (loaded with Department-issued lead-free ammunition).
      - a. Sixteen (16) shoots per year, one (1) each month or two (2) every other month.
      - b. Two (2) qualification shoots which must be performed at the following distances: two (2) yards, four (4) yards, seven (7) yards, ten (10) yards, fifteen (15) yards, and twenty-five (25) yards.
      - c. Ten (10) practice shoots, of which two (2) night shoots are recommended.
      - d. Use for make-up shoots at times mutually agreeable to both parties.
    - 2) 223 caliber Tactical rifle (loaded with Department-issued lead-free ammunition).
      - a. Twelve (12) shoots per year (two (2) quarterly shoots).
      - b. Two (2) night shoots required.
      - c. Distance fifty (50) yards maximum.
    - 3) Shotgun (00 buckshot, lead-free).
      - a. Eight (8) shoots per year (two (2) quarterly).
      - b. Two (2) night shoots required.
      - c. Distance fifteen (15) yards maximum.
  - E. Inspection and test firing of weapons:
    - 1) All weapons are to be test-fired after each required inspection by the CHP Area Weapons Range Officer.
    - 2) Use of facility to test fire weapons will be coordinated between the CHP Area Weapons Range Officer and the Contractor.
  - F. CHP will supply targets, lead-free ammunition and other supplies deemed necessary for use of the weapons range.
  - G. Brass will be retained by Contractor, including all other recyclable metals collected within the ballistic rubber bullet trap. All proceeds from the recycling of the metals will be retained by the Contractor.

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor in accordance with the rates specified herein.
- B. Invoice shall include the Agreement Number and shall be submitted in duplicate one-month in arrears to:

Name: Robyn Madeira Sergeant  
Office: Rancho Cucamonga Area office  
Address: 9830 Pittsburgh Avenue  
Rancho Cocamonga, CA 91730

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**4. Rate Schedule**

- A. CHP agrees to pay Contractor monthly in arrears at the rate listed below for the use of the weapon firing range by the uniformed personnel assigned to the CHP Rancho Cucamonga Area Office.

Daily Rental Rate	\$300.00
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- 5. If applicable, recycling amount collected shall be deducted from the invoice and, any and all manifests received from recycler shall accompany the related invoice(s).

## EXHIBIT C GENERAL TERMS AND CONDITIONS

### GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: ~~Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.~~ **See Exhibit D, Special Terms and Conditions, Item 10.**

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.



**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

A. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

E. 16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT D  
(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. Both the Contractor and CHP reserve the right to cancel this Agreement with thirty (30) days advance written notice to the other.
2. In the event of an unforeseen emergency, CHP or Contractor may cancel this Agreement without prior notice and without compensation to the Contractor.
3. Agreement may be amended by mutual written consent of the parties hereto.
4. Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy and records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et CCR Title 2, Section 1896).
5. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within a reasonable period of time ten (10) days by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution.
6. Contractor agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement, and indicates the individual who is authorized to sign the Agreement on behalf of Contractor.
7. The Montclair Police Department weapons firing range is a completely lead-free firing range. The use of leaded ammunition is strictly prohibited. CHP shall supply and ensure all ammunition discharged is completely lead-free. Any changes or modifications to the type of ammunition to be utilized must be reviewed and approved by the Montclair Police Department prior to use.
8. CHP shall pay for any damage or necessary repairs to the Montclair Police Department weapons firing range resulting from any negligent actions of CHP personnel during usage. This includes cleanup and lead mitigation costs associated with any discharge of leaded ammunition within the weapons firing range.
9. CHP personnel shall not share the use of the weapons firing range with personnel from any other public agency. Violations of range safety rules, set forth in Attachment 1, attached hereto, may result in immediate termination of CHP's weapons firing range privileges.

**EXHIBIT D  
(Standard Agreement)**

10. CHP shall defend, indemnify and hold the Contractor, its officials, officers, employees, volunteers, and agents ("Contractor Parties") free and harmless from any and all claims, demands, causes of action, suits, costs, expenses, attorney fees, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any actual or alleged acts, omissions or willful misconduct of CHP, its officials, officers, employees, agents, contractors and subcontractors arising out of or in connection with the performance of this Agreement. The CHP's obligation to defend the Contractor Parties is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, errors, omissions and/or costs.

Contractor shall defend, indemnify and hold CHP, its officials, officers, employees, volunteers and agents ("CHP Parties") from and harmless from any and all claims, demands, causes of action, suits, costs, expenses, attorney fees, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incidents to any actual or alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, contractors and subcontractors arising out of or in connection with the performance of this Agreement. The Contractor's obligation to defend the CHP Parties is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, errors, omissions and/or costs.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred subsequent to the effective date of this Agreement and prior to the effective date of termination or completion.

11. The parties acknowledge that CHP is self-insured.
12. 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 superior of federal district court with jurisdiction over the City of Montclair.

**ATTACHMENT 1**  
**Montclair Police Department Range Safety Rules**

1. Federal, state, and local firearm laws must be obeyed. Violation of any Range Safety Rule may result in the removal of the violator from the facility.
2. All rules posted within the facility shall be obeyed. Read and understand all rules prior to utilizing the facility.
3. The Montclair Police Department Range Facility consists of several separate areas. All areas are distinctively marked:

**Range Foyer:** This is the reception area for the range. Only authorized personnel may use the north entry door. All other persons shall utilize the south (public parking lot) entry door. This area is not to be used for the preparation, cleaning, loading, or servicing of firearms.

**Range Ready Room:** This area is to be utilized for range preparation. Any loaded weapons brought into the range facility are to be unloaded using the projectile containment system mounted on the wall. This area may be used for preparing equipment, loading magazines, or dressing in range safety equipment, ballistic vests, duty-belts, and/or holsters. ***Due to limited space, a maximum of five persons may prepare to shoot at any given time.***

**Shooting Range Room:** This area includes the firing line. It may only be accessed via the Range Ready Room. ***Shooters shall not enter or leave the Shooting Range Room with loaded firearms.*** Range staff members are exempt from this restriction.

**Range Control Room:** This room is to be used by range staff only and shall not be entered without the authorization of a range staff member.

**Weapon Cleaning Room:** This area is to be used for the cleaning and servicing of firearms and equipment. A range storage room can be accessed from this room. Peace officers, or those authorized to carry loaded firearms, may reload firearms in the Weapon Cleaning Room prior to departure. The projectile containment system mounted on the wall shall be utilized when loading weapons. ***Due to limited space, a maximum of five participants may utilize this room at any given time.***

**Range Office:** This area is to be used by range staff only and shall not be entered without authorization from a range staff member. A range storage room can be accessed from this office.

**Range Restroom:** May be used by those utilizing the range facility.

4. Persons lawfully possessing loaded firearms may enter the range facility with loaded firearms. Except on the firing line at the direction of a range master, firearms shall be loaded and unloaded utilizing the projectile containment systems located in the Range Ready Room and the Weapon Cleaning Room.
5. When entering and the leaving the Shooting Range Room (firing line room), handguns must be unloaded, with actions open, magazines removed and holstered (or unloaded and encased).

Rifles must be unloaded with actions open and magazines removed (or unloaded and encased). Rifles will be carried safely with the muzzle pointed upward. **Persons utilizing the range shall not enter or leave the “Shooting Range” with a loaded firearm.**

6. Shooters shall not enter the Shooting Range Room until directed to do so by a member of the range staff. The Shooting Range Room doors shall remain closed during an active course of fire.
7. While in the Shooting Range Room (firing line), firearms will only be loaded and unloaded at the direction of a range master with the muzzle pointed down-range, unless otherwise directed.
8. In order to prevent damage to the range equipment, cross-firing at targets is not allowed unless authorized by a range master.
9. Eye and ear protection shall be utilized in the Shooting Range Room. Ear protection shall be utilized in the Range Ready Room. This includes observers.
10. Food, beverages, and use of tobacco products are prohibited within the range facility.
11. Commands issued by range masters and range personnel must be obeyed immediately.
12. The Montclair Police Department weapons firing range is a completely lead-free range. To prevent lead contamination in the shooting range, personnel shall only use ammunition with “lead-free primers, lead-free powder, and lead-free projectiles.” Only approved lead-free ammunition may be fired within the range. Range masters shall be responsible for ensuring only lead-free ammunition is brought into the shooting range room and shall verify any ammunition being brought into the shooting range room is of the approved type.
13. Taser, Beanbag, Pepperball, and other similar less lethal primer fired projectile systems are prohibited within the range.
14. Personnel may not shoot rifle ammunition over .223/5.56 caliber.
15. Personnel using shotguns at the range shall not use the target carrier to hold the target. When firing shotguns, the target carriers shall remain at the “home” position.
16. Personnel shall clean the range facility at the end of the shooting period, including the removal of all expended casings, and debris. Instructions on proper cleaning techniques will be provided to range staff.
17. Steel targets shall not be used in the range facility.
18. No vehicles shall be allowed inside the range facility without the advanced approval of the Montclair Police Department Support Services Lieutenant.
19. Personnel shall report all injuries or property damage to the Montclair Police Department Watch Commander, who will forward the information to Montclair Police Department Support Services Lieutenant.

**ATTACHMENT 1**  
**Montclair Police Department Range Safety Rules**

20. All shooters must utilize proper personal safety equipment as required by their agency's policy and/or range staff.
21. Unsafe conditions, defective equipment, and facility repair requests should be reported immediately to a range staff member. Conditions requiring repair or alteration shall be reported to the Montclair Police Department Support Services Lieutenant.
22. ALWAYS practice basic firearms safety:
  - A. ALWAYS point the muzzle in a safe direction
  - B. Keep your finger off the trigger until the command to fire has been given.
  - C. ALWAYS be sure of the target and what is beyond
  - D. ALWAYS treat the firearm as if it were loaded
  - E. Shoot only at authorized targets
  - F. When making a firearm " safe," visually and physically inspect the firearm
  - G. OBEY all commands given by range staff



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	OCTOBER 4, 2021	<b>FILE I.D.:</b>	TRN200
<b>SECTION:</b>	CONSENT - RESOLUTIONS	<b>DEPT.:</b>	PUBLIC WORKS
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	M. HEREDIA
<b>SUBJECT:</b>	CONSIDER ADOPTION OF RESOLUTION NO. 21-3302 AUTHORIZING THE CITY MANAGER OR PUBLIC WORKS DIRECTOR TO EXECUTE ALL RIGHT-OF-WAY CERTIFICATION AND OTHER DOCUMENTS FOR ALL STATE AND/OR FEDERALLY FUNDED PROJECTS AND TO SIGN ALL STATE AND/OR FEDERAL FUNDING DOCUMENTS, INCLUDING AGREEMENTS AND AMENDMENTS THERETO, FOR GRANT FUNDING PROCEDURES ASSOCIATED WITH STATE AND FEDERAL FUNDS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION		

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**REASON FOR CONSIDERATION:** The City of Montclair regularly applies for and receives state and federal grants for transportation projects with the California Department of Transportation (Caltrans). Under federal funding rules, the City must execute agreements, amendments, certifications, and other approvals for all projects that receive local and federal funding.

**BACKGROUND:** The Caltrans Local Assistance Procedures Manual states that local public agencies may adopt a resolution providing blanket authority to a responsible official to execute Right-of-Way Certifications. Staff recommends that this authority be given to the City Manager and the Public Works Director. In addition, staff recommends that the City Manager and Public Works Director be given the authority to execute other state and/or federal funding documents, including agreements and amendments thereto, necessary to obtain funds for transportation projects Caltrans for state and federally funded projects. The proposed resolution is intended to streamline the approval process and avoid the necessity of adopting a certification resolution for each project.

**FISCAL IMPACT:** The City has no immediate fiscal impact with the adoption of Resolution No. 21-3302; however, the program supplement agreement (PSA) for the Highway Safety Improvement Program (HSIP) Cycle 10 for the Ramona Avenue and Howard Street intersection improvements has not been executed. Therefore, preliminary engineering cannot start unless the PSA for \$115,500 is executed.

**RECOMMENDATION:** Staff recommends that the City Council adopt Resolution No. 21-3302 authorizing the City Manager or Public Works Director to execute all Right-of-Way Certification and other documents for all state and/or federally funded projects and to sign all state and/or federal funding documents, including agreements and amendments thereto, for grant funding procedures associated with state and federal funds with Caltrans.



RESOLUTION NO. 21-3302

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR APPROVING AND AUTHORIZING THE CITY MANAGER OR PUBLIC WORKS DIRECTOR TO EXECUTE ALL RIGHT-OF-WAY CERTIFICATIONS AND OTHER DOCUMENTS FOR ALL STATE AND/OR FEDERALLY FUNDED PROJECTS AND TO SIGN ALL STATE AND/OR FEDERAL FUNDING DOCUMENTS, INCLUDING AGREEMENTS AND AMENDMENTS THERETO, ASSOCIATED WITH GRANT FUNDING ALLOCATIONS BETWEEN THE CITY OF MONTCLAIR AND THE STATE OF CALIFORNIA

WHEREAS, all federally funded right-of-way projects are implemented through the California Department of Transportation (Caltrans); and

WHEREAS, pursuant to the Caltrans Right-of-Way Manual, "Right-of-Way" certifications must be executed by an authorized official of the City of Montclair; and

WHEREAS, in accordance with the Caltrans Right-of-Way Manual, a resolution giving a responsible agency official blanket authority to execute Right-of-Way Certifications must be adopted by the City Council; and

WHEREAS, other documents, including agreements and amendments thereto, are required to be executed in connection with grant funding allocations between the City of Montclair and the State of California ; and

WHEREAS, the City wishes to delegate authorization to execute the Right-of-Way Certifications and other documents to the City Manager or the Public Works Director; and

WHEREAS, Caltrans requires Right-of-Way Certifications to be approved regardless of the need for right-of-way acquisition prior to encumbering federal funds; and

WHEREAS, prior to requesting authorization to advertise and award a construction contract, the local agency responsible for the project must prepare, sign, and submit a Right-of-Way Certification to Caltrans.

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

Section 1. The City Council hereby authorizes the City Manager or the Public Works Director to execute all Right-of-Way Certifications for all state and/or federally funded projects.

Section 2. The City Council hereby authorizes the City Manager or the Public Works Director to execute other documents, including agreements and amendments thereto, required in connection with grant funding allocations between the City of Montclair and the State of California for all state and/or federally funded projects .

Section 3. The City Clerk shall attest and certify to the passage and adoption of this Resolution and it shall become effective immediately upon its approval.

APPROVED AND ADOPTED this XX day of XX, 2021 .

\_\_\_\_\_  
Mayor

ATTEST:

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

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 21-3302 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, 2021, and that it was adopted by the following vote, to-wit:

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

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Andrea M. Myrick  
City Clerk



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	OCTOBER 4, 2021	<b>FILE I.D.:</b>	STB300-17
<b>SECTION:</b>	CONSENT - RESOLUTIONS	<b>DEPT.:</b>	CITY MGR.
<b>ITEM NO.:</b>	2	<b>PREPARER:</b>	C. GRAVES
<b>SUBJECT:</b>	CONSIDER ADOPTION OF RESOLUTION NO. 21-3319 AUTHORIZING PLACEMENT OF LIENS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH CHARGES		

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**REASON FOR CONSIDERATION:** The City Council is requested to consider adoption of Resolution No. 21-3319 authorizing the placement of liens on certain properties for delinquent sewer and trash charges.

Staff has identified 188 sewer and trash accounts in the even-numbered-month billing cycle that are more than three billing periods delinquent. Pursuant to Montclair Municipal Code Chapter 1.12, these properties are subject to lien. Exhibit A to Resolution No. 21-3319 lists the properties and lien amounts.

A copy of proposed Resolution No. 21-3319 is attached for the City Council's review and consideration.

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

**FISCAL IMPACT:** The recoverable amount is \$87,078.18, plus \$3,760.00 for release of lien fees, plus \$9,400.00 in lien fees, for a total of \$100,238.18.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 21-3319 authorizing the placement of liens on certain properties for delinquent sewer and trash charges.

RESOLUTION NO. 21-3319

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

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

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

**WHEREAS**, it has been determined that there are 188 sewer and/or trash accounts on which there are delinquencies in excess of 90 days; and

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

**WHEREAS**, the owners of these properties were notified on September 2, 2021, that their delinquent accounts are subject to causing a lien to be placed on their properties for settlement of such delinquencies; and that such liens would be considered for approval by the Montclair City Council on Monday, October 4, 2021.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair approves the placement of liens on the properties and in the amounts specified in Exhibit A, entitled *Report of Delinquent Civil Debts - October 2021*, attached hereto.

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

**APPROVED AND ADOPTED** this XX day of XX, 2021.

\_\_\_\_\_

Mayor

**ATTEST:**

\_\_\_\_\_

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 21-3319 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, 2021, and that it was adopted by the following vote, to-wit:

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

\_\_\_\_\_

Andrea M. Myrick  
City Clerk

**Exhibit A to Resolution No. 21-3319  
Report of Delinquent Civil Debts - October 2021**

Street No.	Street	Account Type	Delinquency	Lien Fee	Release of Lien Fee	Total Lien Amount
4237	3rd Street	Residential	273.82	50.00	20.00	343.82
11225	Ada Avenue	Residential	399.85	50.00	20.00	469.85
11239	Ada Avenue	Residential	391.84	50.00	20.00	461.84
10207	Amherst Avenue	Residential	300.73	50.00	20.00	370.73
10247	Amherst Avenue	Residential	344.30	50.00	20.00	414.30
11141	Amherst Avenue	Residential	531.44	50.00	20.00	601.44
11151	Amherst Avenue	Residential	425.33	50.00	20.00	495.33
4306	Appaloosa Way	Residential	285.73	50.00	20.00	355.73
4395	Bandera Street	Residential	674.54	50.00	20.00	744.54
4959	Bandera Street	Residential	208.39	50.00	20.00	278.39
5065	Bandera Street	Residential	553.44	50.00	20.00	623.44
5103	Bandera Street	Residential	419.44	50.00	20.00	489.44
5167	Bandera Street	Residential	815.43	50.00	20.00	885.43
5185	Bandera Street	Residential	815.43	50.00	20.00	885.43
5211	Bandera Street	Residential	310.47	50.00	20.00	380.47
5215	Bandera Street	Residential	585.78	50.00	20.00	655.78
5239	Bandera Street	Residential	517.92	50.00	20.00	587.92
4432-34	Bandera Street	Multifamily	1,050.88	50.00	20.00	1,120.88
5221	Barrington Way	Residential	385.46	50.00	20.00	455.46
10145	Bel Air Avenue	Residential	531.44	50.00	20.00	601.44
10205	Bel Air Avenue	Residential	572.93	50.00	20.00	642.93
10570	Belgian Place	Residential	293.78	50.00	20.00	363.78
5216	Belvedere Way	Residential	347.61	50.00	20.00	417.61
5219	Belvedere Way	Residential	279.80	50.00	20.00	349.80
5196	Benito Street	Commercial	393.70	50.00	20.00	463.70
5206	Benito Street	Commercial	371.28	50.00	20.00	441.28
5214	Berkshire Way	Residential	293.39	50.00	20.00	363.39
5011	Birch Street	Residential	254.54	50.00	20.00	324.54
11339	Brunswick Lane	Residential	245.62	50.00	20.00	315.62
11457	Brunswick Lane	Residential	245.62	50.00	20.00	315.62
11046	Buckingham Way	Residential	519.44	50.00	20.00	589.44
10401	Camarena Avenue	Residential	257.22	50.00	20.00	327.22
8953	Camulos Avenue	Residential	334.48	50.00	20.00	404.48
10213	Camulos Avenue	Residential	264.72	50.00	20.00	334.72
10259	Camulos Avenue	Residential	531.44	50.00	20.00	601.44
10170	Canary Court	Residential	202.64	50.00	20.00	272.64
11409	Cannery Row	Residential	245.62	50.00	20.00	315.62
4762	Canoga Street	Multifamily	1,099.64	50.00	20.00	1,169.64
4924	Canoga Street	Residential	531.44	50.00	20.00	601.44
5147	Canoga Street	Multifamily	1,099.64	50.00	20.00	1,169.64
5174	Canoga Street	Multifamily	989.64	50.00	20.00	1,059.64
4912	Carlton Street	Residential	306.03	50.00	20.00	376.03
4945	Carlton Street	Residential	233.87	50.00	20.00	303.87
11168	Carriage Avenue	Residential	224.96	50.00	20.00	294.96
11239	Carriage Avenue	Senior	464.66	50.00	20.00	534.66
11178	Carrillo Avenue	Residential	531.44	50.00	20.00	601.44
10628	Central Avenue	Commercial	588.55	50.00	20.00	658.55
4265	Clair Street	Residential	652.32	50.00	20.00	722.32
4337	Clair Street	Residential	584.93	50.00	20.00	654.93
4329	Clydesdale Way	Senior	656.06	50.00	20.00	726.06
10164	Coalinga Avenue	Residential	519.44	50.00	20.00	589.44
10231	Coalinga Avenue	Residential	519.44	50.00	20.00	589.44
10276	Coalinga Avenue	Residential	609.50	50.00	20.00	679.50
11148	Coalinga Avenue	Residential	516.44	50.00	20.00	586.44

**Exhibit A to Resolution No. 21-3319  
Report of Delinquent Civil Debts - October 2021**

Street No.	Street	Account Type	Delinquency	Lien Fee	Release of Lien Fee	Total Lien Amount
11362	Cumberland Lane	Residential	257.62	50.00	20.00	327.62
11370	Cumberland Lane	Residential	257.62	50.00	20.00	327.62
11373	Cumberland Lane	Residential	393.27	50.00	20.00	463.27
11444	Cumberland Lane	Residential	646.21	50.00	20.00	716.21
11469	Cumberland Lane	Residential	249.22	50.00	20.00	319.22
11470	Cumberland Lane	Residential	269.11	50.00	20.00	339.11
11333	Dartmouth Lane	Residential	257.62	50.00	20.00	327.62
10187	Del Mar Avenue	Residential	492.65	50.00	20.00	562.65
10190	Del Mar Avenue	Residential	531.44	50.00	20.00	601.44
10236	Del Mar Avenue	Residential	531.44	50.00	20.00	601.44
4506	Donner Court	Residential	531.44	50.00	20.00	601.44
11159	Essex Avenue	Residential	531.44	50.00	20.00	601.44
4645	Evert Street	Residential	302.32	50.00	20.00	372.32
4705	Evert Street	Residential	531.44	50.00	20.00	601.44
4790	Evert Street	Residential	416.67	50.00	20.00	486.67
5030	Evert Street	Residential	519.44	50.00	20.00	589.44
5384	Evert Street	Residential	253.68	50.00	20.00	323.68
4114	Faircove Court	Residential	407.72	50.00	20.00	477.72
4219	Fauna Street	Residential	531.44	50.00	20.00	601.44
4244	Fauna Street	Residential	287.04	50.00	20.00	357.04
4256	Fauna Street	Residential	519.44	50.00	20.00	589.44
4291	Fauna Street	Residential	531.44	50.00	20.00	601.44
4432	Fauna Street	Residential	252.36	50.00	20.00	322.36
4456	Fauna Street	Senior	464.66	50.00	20.00	534.66
4703	Fauna Street	Residential	519.44	50.00	20.00	589.44
4738	Fauna Street	Residential	528.44	50.00	20.00	598.44
4849	Fauna Street	Residential	519.44	50.00	20.00	589.44
4852	Fauna Street	Residential	481.44	50.00	20.00	551.44
8912	Felipe Avenue	Residential	229.52	50.00	20.00	299.52
10232	Felipe Avenue	Residential	453.31	50.00	20.00	523.31
10260	Felipe Avenue	Senior	519.44	50.00	20.00	589.44
8919-21	Felipe Avenue	Multifamily	1,050.88	50.00	20.00	1,120.88
8947-49	Felipe Avenue	Multifamily	1,050.88	50.00	20.00	1,120.88
10416	Felipe Lane	Residential	253.68	50.00	20.00	323.68
10427	Felipe Lane	Residential	253.68	50.00	20.00	323.68
4660	Flora Street	Senior	519.44	50.00	20.00	589.44
4704	Flora Street	Residential	652.64	50.00	20.00	722.64
4730	Flora Street	Residential	253.68	50.00	20.00	323.68
4932	Flora Street	Residential	572.65	50.00	20.00	642.65
5051	Flora Street	Residential	279.99	50.00	20.00	349.99
5185	Flora Street	Residential	237.57	50.00	20.00	307.57
5382	Flora Street	Residential	652.32	50.00	20.00	722.32
10253	Fremont Avenue	Residential	519.44	50.00	20.00	589.44
10287	Fremont Avenue	Residential	572.93	50.00	20.00	642.93
10314	Fremont Avenue	Residential	502.64	50.00	20.00	572.64
10796	Fremont Avenue	Residential	273.82	50.00	20.00	343.82
10149	Galena Avenue	Residential	519.44	50.00	20.00	589.44
11342	Halifax Lane	Residential	286.32	50.00	20.00	356.32
3792	Hampton Drive	Residential	245.62	50.00	20.00	315.62
5234	Hanover Way	Senior	519.44	50.00	20.00	589.44
11445	Hartford Lane	Residential	308.45	50.00	20.00	378.45
10127	Helena Avenue	Residential	652.32	50.00	20.00	722.32
10150	Helena Avenue	Residential	276.86	50.00	20.00	346.86
4997	Holt Blvd	Residential	203.78	50.00	20.00	273.78

**Exhibit A to Resolution No. 21-3319  
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Street No.	Street	Account Type	Delinquency	Lien Fee	Release of Lien Fee	Total Lien Amount
4103	Howard Street	Residential	531.44	50.00	20.00	601.44
4341	Howard Street	Residential	519.44	50.00	20.00	589.44
4439	Howard Street	Residential	247.29	50.00	20.00	317.29
4597	Howard Street	Residential	519.44	50.00	20.00	589.44
4705	Howard Street	Residential	245.62	50.00	20.00	315.62
4992	Howard Street	Senior	303.45	50.00	20.00	373.45
10236	Kimberly Avenue	Residential	519.44	50.00	20.00	589.44
10244	Kimberly Avenue	Residential	519.44	50.00	20.00	589.44
4490	Kingsley Street	Senior	464.66	50.00	20.00	534.66
4671	Kingsley Street	Multifamily	489.02	50.00	20.00	559.02
4909	Kingsley Street	Residential	511.63	50.00	20.00	581.63
5019	Kingsley Street	Residential	531.44	50.00	20.00	601.44
5476	Kingsley Street	Residential	531.44	50.00	20.00	601.44
4821-23	Kingsley Street	Multifamily	811.92	50.00	20.00	881.92
11362	Kingston Lane	Residential	257.62	50.00	20.00	327.62
10360-62	Lehigh Avenue	Multifamily	1,068.60	50.00	20.00	1,138.60
10390-92	Lehigh Avenue	Multifamily	1,050.88	50.00	20.00	1,120.88
4414	Mane Street	Residential	426.37	50.00	20.00	496.37
4428	Mane Street	Residential	317.70	50.00	20.00	387.70
4543	Mane Street	Residential	519.44	50.00	20.00	589.44
4656	Mane Street	Residential	519.44	50.00	20.00	589.44
4839	Mane Street	Residential	264.72	50.00	20.00	334.72
4846	Mane Street	Residential	584.93	50.00	20.00	654.93
8875	Maple Avenue	Residential	200.33	50.00	20.00	270.33
11336	Marquette Lane	Residential	371.28	50.00	20.00	441.28
11377	Marquette Lane	Residential	210.90	50.00	20.00	280.90
10189	Mills Avenue	Residential	519.44	50.00	20.00	589.44
10231	Mills Avenue	Residential	531.44	50.00	20.00	601.44
11365	Millstone Lane	Residential	245.62	50.00	20.00	315.62
11458	Millstone Lane	Residential	245.62	50.00	20.00	315.62
10332	Monte Vista Avenue	Residential	519.44	50.00	20.00	589.44
11313	Monte Vista Avenue	Residential	294.03	50.00	20.00	364.03
11324	Monte Vista Avenue	Residential	245.62	50.00	20.00	315.62
5136	N Plaza Lane	Residential	308.45	50.00	20.00	378.45
10163	Oak Glen Avenue	Senior	476.66	50.00	20.00	546.66
10241	Oak Glen Avenue	Residential	294.08	50.00	20.00	364.08
4595	Oakdale Street	Residential	531.44	50.00	20.00	601.44
4909	Orchard Street	Residential	448.18	50.00	20.00	518.18
4949	Orchard Street	Residential	399.26	50.00	20.00	469.26
5171	Orchard Street	Senior	476.66	50.00	20.00	546.66
5422	Orchard Street	Residential	531.44	50.00	20.00	601.44
3765	Peachwood Drive	Residential	245.62	50.00	20.00	315.62
3881	Peachwood Drive	Residential	371.28	50.00	20.00	441.28
10154	Poulsen Avenue	Residential	531.44	50.00	20.00	601.44
10206	Pradera Avenue	Residential	531.44	50.00	20.00	601.44
10222	Pradera Avenue	Residential	340.42	50.00	20.00	410.42
10364	Pradera Avenue	Multifamily	536.00	50.00	20.00	606.00
4620	Rawhide Street	Residential	445.41	50.00	20.00	515.41
4668	Rawhide Street	Residential	519.44	50.00	20.00	589.44
4449	Rodeo Street	Residential	349.22	50.00	20.00	419.22
5090	Rodeo Street	Residential	519.44	50.00	20.00	589.44
5049	Saddleback Street	Residential	517.54	50.00	20.00	587.54
5149	Saddleback Street	Residential	646.32	50.00	20.00	716.32
11052	San Juan Way	Residential	531.44	50.00	20.00	601.44

**Exhibit A to Resolution No. 21-3319  
Report of Delinquent Civil Debts - October 2021**

Street No.	Street	Account Type	Delinquency	Lien Fee	Release of Lien Fee	Total Lien Amount
11014	San Miguel Way	Residential	531.44	50.00	20.00	601.44
11020	San Pasqual Avenue	Residential	531.44	50.00	20.00	601.44
11083	San Pasqual Avenue	Residential	506.34	50.00	20.00	576.34
10183	Santa Anita Avenue	Residential	272.93	50.00	20.00	342.93
10221	Santa Anita Avenue	Residential	410.56	50.00	20.00	480.56
10233	Santa Anita Avenue	Residential	200.24	50.00	20.00	270.24
10298	Santa Anita Avenue	Residential	619.78	50.00	20.00	689.78
10170	Saratoga Avenue	Residential	333.61	50.00	20.00	403.61
10226	Saratoga Avenue	Residential	373.27	50.00	20.00	443.27
10970	Shetland Avenue	Residential	651.01	50.00	20.00	721.01
11054	Stagecoach Avenue	Residential	519.44	50.00	20.00	589.44
11011	Stallion Avenue	Residential	898.49	50.00	20.00	968.49
10289	Tudor Avenue	Residential	531.44	50.00	20.00	601.44
10236	Vernon Avenue	Residential	519.44	50.00	20.00	589.44
10431	Vernon Avenue	Residential	219.44	50.00	20.00	289.44
4230	Via Amore	Residential	519.44	50.00	20.00	589.44
10438	Via Palma	Residential	519.44	50.00	20.00	589.44
4183	Via Viola	Residential	386.56	50.00	20.00	456.56
11053	Wesley Avenue	Residential	652.32	50.00	20.00	722.32
11024	Whitewater Avenue	Senior	464.66	50.00	20.00	534.66
11178	Whitewater Avenue	Residential	481.94	50.00	20.00	551.94
11263	Whitewater Avenue	Residential	739.44	50.00	20.00	809.44
4515	Yosemite Drive	Residential	531.44	50.00	20.00	601.44
4523	Yosemite Drive	Residential	464.44	50.00	20.00	534.44
4548	Yosemite Drive	Residential	510.20	50.00	20.00	580.20
10474	Yosemite Drive	Residential	519.44	50.00	20.00	589.44
		<b>Total:</b>	<b>\$87,078.18</b>	<b>\$9,400.00</b>	<b>\$3,760.00</b>	<b>\$100,238.18</b>



**MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON MONDAY,  
SEPTEMBER 20, 2021, AT 9:45 P.M. IN THE CITY  
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA**

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**I. CALL TO ORDER**

Mayor Pro Tem Ruh called the meeting to order at 9:45 p.m.

**II. ROLL CALL**

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

**III. APPROVAL OF MINUTES**

**A. Minutes of the Regular Personnel Committee Meeting of August 16, 2021.**

Moved by Council Member Johnson, seconded by Mayor Pro Tem Ruh, and carried unanimously to approve the minutes of the Personnel Committee meeting of August 16, 2021.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**

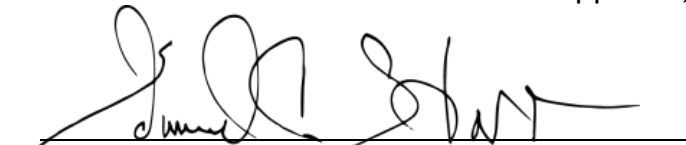
At 9:46 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 10:20 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Ruh stated that no announcements would be made at this time.

**VI. ADJOURNMENT**

At 10:20 p.m., Mayor Pro Tem Ruh adjourned the Personnel Committee.

Submitted for Personnel Committee approval,

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

MINUTES OF THE REGULAR JOINT MEETING OF THE MONTCLAIR CITY COUNCIL, SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS, MONTCLAIR HOUSING AUTHORITY COMMISSION, AND MONTCLAIR COMMUNITY FOUNDATION BOARD HELD ON MONDAY, SEPTEMBER 20, 2021 AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

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I. CALL TO ORDER

Mayor/Chair Dutrey called the meeting to order at 7:02 p.m.

II. INVOCATION

The invocation was given by Montclair Fire Chaplain Alan Olmos.

III. PLEDGE OF ALLEGIANCE

Council Member/Director Martinez led meeting participants in the Pledge.

IV. ROLL CALL

Present: Mayor/Chair Dutrey; Mayor Pro Tem/Vice Chair Ruh; Council Members/Directors Johnson, Martinez, and Lopez

City Manager/Executive Director Starr; Director of Human Services Richter; Director of Community Development Diaz; Finance Manager Kulbeck; City Attorney Robbins; City Clerk Myrick

V. PRESENTATIONS

A. COVID-19 Community Recognition Award

Mayor Dutrey announced tonight's award recipients are **Welcome Inn Motel** owner, **Mr. Purushottam "Peter" Patel**, and onsite managers **Gopal Brahmabhatt** and **Josafat Elenes**, for their partnership with the City to participate in the state's Project RoomKey by providing temporary transitional housing for homeless individuals in their motel and providing resources to help to break the cycle of homelessness. Ultimately, permanent housing was secured for 17 of the 34 program participants. Mayor Dutrey presented the awardees with Certificates of Recognition.

VI. PUBLIC COMMENT

A. **Mr. Eric Cuevas**, resident, brought up his issues with the state of disrepair of the alley that runs behind his home between Monte Vista and Helena Avenues, south of San Bernardino Street. He noted recent repairs made to nearby alleys and road repaving. He added the community clean-ups and small repairs in his alley do not resolve the ongoing issues of poor drainage and driving conditions as well as constant littering. He stated he would like the City Council to consider reconstruction of the alley at a future meeting.

B. **Mr. Gary Harper**, resident, stated his alleyway on Poulsen Avenue between Palo Verde and San Bernardino Streets was recently repaved and is now used as a speedway for those trying to avoid construction around the freeway. He stated he has requested speed bumps and was told that he needs a petition signed by all homeowners whose homes abut the alley; however, he is not able to get all of the requisite signatures because many of those living at the properties are renters. He stated his concern of being hit by speeding cars when backing out of his garage into the alleyway.

C. **Mr. Peter Patel**, Owner, **Welcome Inn Motel**, 4118 Mission Boulevard, Montclair, expressed his appreciation to the City and its police force. He stated he has interacted with police officers in his profession for 20 years and feels Montclair has the finest Police Department in the state. He noted he was happy to contribute during the simultaneous COVID-19 health emergency and homeless crisis

and feels the Project RoomKey program was successful at his motel because of the quick response times and support received from the Montclair Police Department. He credited the Police Department's success to the City's visionary leadership.

- D. **Mrs. Carolyn Raft**, resident, criticized Council Member Lopez for making insulting remarks about **Congresswoman Norma Torres** on his social media accounts prior to becoming a member of the City Council, noting **Congresswoman Torres** has supported the City of Montclair throughout her political career. She requested he stop negotiating at every Council meeting on behalf of Fire Department employees. She also requested the City consider encouraging more animal hospitals to do business in Montclair, noting there are too few affordable options for veterinarian services in the City.
- E. **Ms. Rose Delgado**, resident, asked the City Council to address pedestrian safety around **Vernon Middle School**, which she brought up at the last Council Meeting and expressed her disappointment when she saw it was not on the agenda. She noted at the last meeting she was assured the City would make contact with the school principal to discuss the matter, but today **Vernon Middle School Principal Kim Tovar** informed **Ms. Delgado** that she has not been contacted by anyone from the City. **Ms. Delgado** reported she has also not heard from the City's new Public Works Director despite providing her phone number at the last meeting and being told the issue would be their first priority and that she would be contacted. She also complained about the poor quality of care experienced by her friend who recently passed away while admitted to **Montclair Hospital Medical Center**, and requested an investigation of the hospital's practices and negligence.
- F. **Ms. Ruby Long**, Field Representative for **San Bernardino County Fourth District Supervisor Curt Hagman**, stated the District will be hosting its quarterly shredding event on Saturday, September 25, from 9:00 a.m. to noon at **Upland Memorial Park**. County residents can bring personal papers for shredding, with a limit of three boxes per person.
- G. **Mr. Bruce Culp**, resident, reported the death toll from COVID-19 in the United States has surpassed that of the Spanish Flu epidemic, with 675,000 deaths currently reported. He thanked the City Council and staff who are wearing masks, noting they are showing leadership by example.

## VII. PUBLIC HEARINGS

- A. **Adoption of Montclair Public Financing Authority (MPFA) Resolution No. 21-01 Authorizing the Issuance of Lease Revenue Bonds, Series 2021A, in a Total Issuance Not to Exceed \$49,000,000; Approving Appointment of the Financial Team; Approving the Execution and Delivery of Related Documents in Connection with the Offering and Sale of Such Bonds (Site Lease, Lease Agreement, Assignment Agreement, Indenture, Continuing Disclosure Certificate, Preliminary Official Statement, and Bond Purchase Agreement); and Authorizing Other Matters Related Thereto**

**Adoption of Resolution No. 21-3320 Approving the Montclair Public Financing Authority's Issuance of Lease Revenue Bonds, Series 2021A, in a Total Issuance Not to Exceed \$49,000,000; Approving Appointment of the Financial Team; Approving the Execution and Delivery of Related Documents in Connection with the Offering and Sale of Such Bonds (Site Lease, Lease Agreement, Indenture, Continuing Disclosure Certificate, Preliminary Official Statement, and Bond Purchase Agreement); and Authorizing Other Matters Related Thereto**

**Authorizing the City Manager to Execute Each of the Related Documents (Site Lease, Lease Agreement, Assignment**

**Agreement, Indenture, Continuing Disclosure Certificate, Preliminary Official Statement, and Bond Purchase Agreement) in Connection with the Offering and Sale of Lease Revenue Bonds, Series 2021A**

City Manager/Executive Director Starr provided a PowerPoint-led discussion on the purpose, debt service, and use of the lease revenue bond issue 2021A for infrastructure projects, briefly discussing potential projects that may be considered for use of the funds including parks, streets, and other infrastructure projects.

Mayor/Chair Dutrey declared it the time and place for a public hearing related to MPFA Resolution No. 21-01 and Resolution No. 21-3320 and invited members of the audience to provide comments.

**Mr. Culp** thanked the City for contemplating these bonds to fund projects that will improve the infrastructure and contribute to the beautification of the City, and will also help attract better quality businesses. He commended the City's prudence of paying for these projects on a predictable level payment structure over many years. He stated he looks forward to completion of projects noted in the Safe Routes to School report, and to the development of the park along the San Antonio Channel, which would provide another pedestrian route children can use to walk to school.

**Ms. Delgado** asked what determines the parks that are prioritized for the funding.

Mayor/Chair Dutrey advised the City Council will discuss the projects in further detail at a future workshop meeting next month.

There being no one else in the audience wishing to speak and no written comments submitted in relation to this item, Mayor/Chair Dutrey closed the public hearing and returned the matter to the City Council and Montclair Public Financing Authority for consideration.

Mayor Pro Tem/Vice Chair Ruh stated the members of the community constantly request improvements to the City's infrastructure, and advised this is one way these types of projects can be funded.

Council Member/Director Lopez asked what mechanisms are in place to protect the City from defaulting on the payments for these bonds.

City Manager/Executive Director Starr advised General Fund money is budgeted each year through the budget process to ensure payment on the bonds.

Council Member/Director Johnson stated she is happy that these improvements will be happening soon.

Mayor/Chair Dutrey stated the City Council will allocate the funds from these bonds to infrastructure projects including major improvements to parks at a workshop in the near future.

Moved by Mayor Pro Tem/Vice Chair Ruh, seconded by Council Member/Director Johnson, and carried unanimously 5-0, the City Council and Montclair Public Financing Authority Board of Directors took the following actions:

- (a) Adopted Montclair Public Financing Authority Resolution No. 21-01 authorizing the issuance of Lease Revenue Bonds, Series 2021A, in a total issuance not to exceed \$49,000,000; approving appointment of the Financial Team; approving the execution and delivery of related documents in connection with the offering and sale of such bonds (Site Lease, Lease Agreement, Assignment Agreement, Indenture, Continuing Disclosure Certificate, Preliminary Official Statement, and Bond Purchase Agreement); and authorizing other matters related thereto.
- (b) Adopted Resolution No. 21-3320 approving the Montclair Public Financing Authority's issuance of Lease Revenue Bonds, Series 2021A, in a total issuance not to exceed \$49,000,000; approving appointment of the Financial Team; approving the

execution and delivery of related documents in connection with the offering and sale of such bonds (Site Lease, Lease Agreement, Indenture, Continuing Disclosure Certificate, Preliminary Official Statement, and Bond Purchase Agreement); and authorizing other matters related thereto.

- (c) Authorized the City Manager to execute each of the related documents (Site Lease, Lease Agreement, Assignment Agreement, Indenture, Continuing Disclosure Certificate, Preliminary Official Statement, and Bond Purchase Agreement) in connection with the offering and sale of Lease Revenue Bonds, Series 2021A.

**B. Adoption of Resolution No. 21-3321 Approving the Form and Authorizing the Execution of the Official Statement, Continuing Disclosure Certificate and Pension Policy, Each Relating to the Issuance of Pension Obligation Bonds (POBs); Approving Additional Actions Related Thereto; Including Establishing Within the General Fund a UAL/POB Amortization Fund to Facilitate Management and Amortization of New UAL; and Authorizing the City Manager to Execute Each of the Aforenamed Documents**

City Manager Starr provided a PowerPoint-led discussion on the purpose, debt service, and use of the pension obligation bond issue for the payment of unfunded accrued liability payments to the **California Public Employees Retirement System (CalPERS)** which will stabilize the City's annual payments and reduce the budgetary impact of the annual increases.

Mayor Dutrey declared it the time and place for a public hearing related to Resolution No. 21-3321 and invited members of the audience to provide comments.

**Mr. Culp** stated as a resident, he appreciates having the qualified City staff that Montclair has which gives him confidence that his City is being run well.

**Mrs. Raft** noted while she was on the City Council she had been frustrated about **CalPERS'** pension funding practices and is happy to see the City is finally getting ahead of these UAL payments.

There being no one else in the audience wishing to speak and no written comments submitted in relation to this item, Mayor Dutrey closed the public hearing and returned the matter to the City Council for consideration.

Mayor Dutrey stated transferring the City's UAL debt into pension obligation bonds could help the City stay on track with funding other projects.

Moved by Mayor Dutrey, seconded by Mayor Pro Tem Ruh, and carried unanimously 5-0 that the City Council adopt Resolution No. 21-3321 approving the form and authorizing the execution of the Official Statement, Continuing Disclosure Certificate and Pension Policy, each relating to the issuance of Pension Obligation Bonds (POBS); approving additional actions related thereto; including establishing within the General Fund a UAL/POB Amortization Fund to facilitate management and amortization of new UAL; and authorizing the City Manager to execute each of the aforementioned documents.

**C. Second Reading — Consider Adoption of Ordinance No. 21-998 Repealing and Replacing Chapter 11.73 of the Montclair Municipal Code to Update Regulations, Standards, and Create Design Guidelines for Wireless Telecommunications Facilities on Public and Private Property; Adding Chapter 11.77 to Establish an Administrative Permitting Process; and Amending Chapter 11.46 to Exempt Certain Wireless Telecommunications Facilities**

Mayor Dutrey declared it the time and place for a public hearing

related to Ordinance No. 21-998 and invited members of the audience to provide comments.

There being no one in the audience wishing to speak and no written comments submitted in relation to this item, Mayor Dutrey closed the public hearing and returned the matter to the City Council for consideration.

Moved by Mayor Pro Tem Ruh, seconded by Council Member Johnson, and carried that Ordinance No. 21-998 be read by number and title only, further reading be waived, and this be declared its second reading; and that the City Council adopt Ordinance No. 21-998.

Ordinance No. 21-998 was adopted by the following roll call vote:

AYES:	Lopez, Martinez, Johnson, Ruh, Dutrey
NOES:	None
ABSTAIN:	None
ABSENT:	None

**D. First Reading — Consider Ordinance No. 21-996 Amending Portions of Title 11 of the Montclair Municipal Code Relating to Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) in the City**

**Consider Setting a Public Hearing for Monday, October 4, 2021, at 7:00 p.m. to Consider Adoption of Ordinance No. 21-996**

Director of Community Development Diaz advised this item is being presented for a new first reading due to some changes that were requested at the prior meeting related to adding the reporting of rent and requiring owners of properties with ADUs to live in one of the units.

Mayor Dutrey declared it the time and place for a public hearing related to Ordinance No. 21-996 and invited members of the audience to provide comments.

There being no one in the audience wishing to speak and no written comments submitted in relation to this item, Mayor Dutrey closed the public hearing and returned the matter to the City Council for consideration.

Council Member Lopez asked to be reassured that residents will be able to submit their own custom plans for ADUs and will not be required to use the City's pre-approved designs.

Director of Community Development Diaz stated that is correct.

Moved by Mayor Pro Tem Ruh, seconded by Council Member Lopez, and carried that Ordinance No. 21-996 be read by number and title only, further reading be waived, and this be declared its first reading; and that the City Council set a public hearing for Monday, October 4, 2021, at 7:00 p.m. to consider second reading and adoption of Ordinance No. 21-996.

First reading of Ordinance No. 21-996 was approved, and public hearing for second reading was set unanimously by the following roll call vote:

AYES:	Lopez, Martinez, Johnson, Ruh, Dutrey
NOES:	None
ABSTAIN:	None
ABSENT:	None

**VIII. CONSENT CALENDAR**

City Clerk Myrick advised there is a request to provide public comments item C-4.

Mayor Dutrey requested public comments on Item C-4 be provided prior to the vote on the Consent Calendar.

Moved by Mayor Pro Tem/Vice Chair Ruh, seconded by Council Member/Director Johnson, and carried unanimously 5-0, the City Council approved

the remainder of the Consent Calendar with public comment provided on Item C-4:

**A. Approval of Minutes**

**1. Regular Joint Meeting — August 16, 2021**

The City Council, Successor Agency Board of Directors, Montclair Housing Corporation Board of Directors, Montclair Housing Authority Commissioners, and Montclair Community Foundation Board of Directors approved the minutes of the August 16, 2021 regular joint meeting.

**B. Administrative Reports**

**1. Receiving and Filing of City Treasurer's Report**

The City Council received and filed the City Treasurer's Report for the month ending August 31, 2021.

**2. Approval of City Warrant Register and Payroll Documentation**

The City Council approved the City Warrant Register dated September 7, 2021, totaling \$2,300,161.88 and September 19, 2021 totaling \$992,132.34; and the Payroll Documentation dated August 1, 2021, amounting to \$633,921.59 gross, with \$444,621.77 net being the total cash disbursement; and August 15, 2021 amounting to \$618,065.02 gross, with \$429,958.52 net being the total cash disbursement.

**3. Receiving and Filing of Successor Agency Treasurer's Report**

The City Council acting as successor to the Redevelopment Agency Board received and filed the Successor to the Redevelopment Agency Treasurer's Report for the month ending August 31, 2021.

**4. Approval of Successor Agency Warrant Register**

The City Council acting as successor to the Redevelopment Agency Board approved the Successor to the Redevelopment Agency Warrant Register dated 08.01.21-08.31.21 in the amounts of \$12,236.61 for the Combined Operating Fund and \$0.00 for the Redevelopment Obligation Retirement Funds.

**5. Receiving and Filing of MHC Treasurer's Report**

The MHC Board received and filed the MHC Treasurer's Report for the month ending August 31, 2021.

**6. Approval of MHC Warrant Register**

The MHC Board approved the MHC Warrant Register dated 08.01.21-08.31.21 in the amount of \$38,768.98.

**7. Receiving and Filing of MHA Treasurer's Report**

The MHA Commissioners received and filed the MHA Treasurer's Report for the month ending August 31, 2021.

**8. Approval of MHA Warrant Register**

The MHA Commissioners approved the MHA Warrant Register dated 08.01.21-08.31.21 in the amount of \$0.00.

**9. Declaring Certain City Property as Surplus and Available for Auction or Destruction**

The City Council declared certain City property as surplus and available for auction or destruction.

**10. Authorizing the Destruction of Certain Obsolete Public Records Pursuant to the City of Montclair Records Retention**

The City Council authorized the destruction of certain obsolete public records pursuant to the City of Montclair Records Retention.

**C. Agreements**

- 1. Approval of *Agreement No. 21-57*, a Memorandum of Understanding with the Montclair General Employees' Association for the Period of July 1, 2021 to June 30, 2024**

**Approval of *Agreement No. 21-59*, a Memorandum of Understanding with the Montclair City Confidential Employees' Association for the Period of July 1, 2021 to June 30, 2022**

**Approving the Transfer of the Appropriate Additional Compensation from the Personnel Adjustment Reserve Fund to the General Operating Fund**

The City Council took the following actions:

- (a) Approved *Agreement No. 21-57*, a Memorandum of Understanding with the Montclair General Employees' Association for the period of July 1, 2021 to June 30, 2024.
  - (b) Approved *Agreement No. 21-59*, a Memorandum of Understanding with the Montclair City Confidential Employees' Association for the period of July 1, 2021 to June 30, 2022.
  - (c) Approved the transfer of the appropriate additional compensation from the Personnel Adjustment Reserve Fund to the General Operating Fund.
- 2. Approval of Reimbursement *Agreement No. 21-61* with Niu Investment LLC and Don Julian Investment LLC Related to the Properties Generally Located on the Northeast Corner of Monte Vista Avenue and Mission Boulevard (5006 and 5010 Mission Boulevard, Montclair, CA)**

The City Council approved Reimbursement *Agreement No. 21-61* with Niu Investment LLC and Don Julian Investment LLC related to the properties generally located on the northeast corner of Monte Vista Avenue and Mission Boulevard (5006 and 5010 Mission Boulevard, Montclair, CA).

- 3. Approval of *Agreement No. 21-62* with the San Bernardino County Department of Behavioral Health (DBH) for the Use of Dedicated Office Space Within the Montclair Police Department for Co-Locating DBH Triage, Engagement, and Support Teams Program Staff to Assist/Link Consumers with Community Services**

The City Council approved *Agreement No. 21-62* with the San Bernardino County Department of Behavioral Health (DBH) for the use of dedicated office space within the Montclair Police Department for co-Locating DBH Triage, Engagement, and Support Teams program staff to assist/link consumers with community services.

- 4. Receiving and Filing a Status Report on Emergency Contracting Procedures for the Pacific Electric Trail Bridge Replacement Project and Determining There is a Need to Continue the Action**

**Approval of *Agreement No. 21-63* with Biggs Cardosa and Associates for Design and Construction Management Services for the Pacific Electric Trail Bridge Replacement Project**

**Authorizing Staff to Advertise for Bid Proposals for Construction of the Pacific Electric Trail Bridge Replacement Project**

**Ms. Victoria Jones, Community Outreach Director, Friends of the Pacific Electric Trail, introduced her organization as the**



only nonprofit supporting the PE Trail, and noted everyone is anxious for the replacement of the bridge and hopes the new design will be fire-proof. She advised her organization will be monitoring the progress of this project and providing updates to the community on social media.

The City Council took the following actions:

- (a) Received and filed a status report on emergency contracting procedures for the Pacific Electric Trail Bridge Replacement Project and determining there is a need to continue the action.
- (b) Approved *Agreement No. 21-63* with Biggs Cardosa and Associates for design and construction management services for the Pacific Electric Trail Bridge Replacement Project.
- (c) Authorized staff to advertise for bid proposals for construction of the Pacific Electric Trail Bridge Replacement Project.

#### **D. Resolutions**

##### **1. Adoption of Resolution No. 21-3303 Adopting the Measure I Five-Year Capital Improvement Plan and Expenditure Strategy for Fiscal Year 2021-22 Through Fiscal Year 2025-26**

The City Council adopted Resolution No. 21-3303 adopting the Measure I Five-Year Capital Improvement Plan and Expenditure Strategy for Fiscal Year 2021-22 through Fiscal Year 2025-26.

##### **2. Adoption of Resolution No. 21-3304 Authorizing the Application to the California Department of Parks and Recreation for the Per Capita Grant Program for the Revitalization of Recreation Elements at Sunset Park**

**Authorizing City Manager Edward C. Starr to Execute Documents Related to the Per Capita Program**

The City Council took the following actions:

- (a) Adopted Resolution No. 21-3304 authorizing the application to the California Department of Parks and Recreation for the Per Capita Grant Program for the revitalization of recreation elements at Sunset Park.
- (b) Authorized City Manager Edward C. Starr to execute documents related to the Per Capita Program.

##### **3. Adoption of Resolution No. 21-3322 Adopting Updated Procedures Applicable to Continuing Disclosure Obligations Undertaken by the City and its Related Entities in Connection with Bond Issues**

The City Council adopted Resolution No. 21-3322 adopting updated procedures applicable to continuing disclosure obligations undertaken by the City and its related entities in connection with bond issues.

#### **IX. PULLED CONSENT CALENDAR ITEMS — None**

#### **X. COUNCIL WORKSHOP**

##### **A. Reeder Ranch Park Development Update by EPT Design**

The City Council continued this presentation to an adjourned meeting on Monday, October 4, 2021, at 5:45 p.m.

#### **XI. COMMUNICATIONS**

##### **A. Department Reports — None**

##### **B. City Attorney**

City Attorney Robbins requested the City Council meet in closed session concerning the following:

1. **Closed Session Pursuant to Government Code Section 54956.9(d)(4) Regarding Potential Litigation**

*1 Potential Case*

2. **Closed Session Pursuant to Government Code Section 54956.8 Regarding Real Property Negotiations**

Property: 2.34 acres at Central Ave. & Richton St., Montclair  
(2 parcels, APNs 1007-393-04 & 1007-681-03)  
Negotiating Parties: City of Montclair & Pannel Holding Company LTD  
City Negotiator: Edward C. Starr, City Manager  
Under Negotiations: Recommendations Regarding Purchase Price

C. **City Manager/Executive Director**

City Manager Starr advised the City was not successful with helping to acquire the gap funding of \$541 million from the state to complete the **Gold Line** to Montclair, noting the governor allocated the money instead to the California high speed rail project. He noted that last week, several officials from the Cities of Montclair and Claremont including himself, Mayor Pro Tem Ruh, and **Claremont Council Member Ed Reece** hosted **Congresswoman Torres** and **Congressman Price**—who currently serves as Chair of the **House Transportation, Housing and Urban Development Appropriations Subcommittee**—on a tour of the Montclair and Claremont transit districts while discussing the **Gold Line** Extension Project's importance to the region. According to **Congresswoman Torres**, **Congressman Price** was impressed with the presentation and the regional support for the **Gold Line**. He noted the City will now seek federal funding and attempt to get National Environmental Policy Act (NEPA) review exemption based on the project's prior vetting through the California Environmental Quality Act (CEQA), which exceeds NEPA's standards.

In response to **Ms. Delgado's** comments, City Manager Starr noted there is a national shortage of crossing guards, and the City was only recently made aware that some crossing guards have not been showing up to their postings and that **All City Management (ACM)**—the City's contracted crossing guard supplier—have not notified the City nor have they been sending replacements. He advised that Chief Avels and Director of Human Services Richter got the school crossings staffed with crossing guards as soon as they were made aware of the unanticipated crossing guard absences. He added the Systemic Safety Analysis Report commissioned by the City last year did not identify the Vernon Avenue and San Bernardino Street intersection as one warranting additional traffic safety measures for pedestrian safety. He advised the City is looking into cost sharing of crossing guards with the school district and reviewing locations where additional crossing guards may be posted.

D. **Mayor/Chair**

Mayor/Chair Dutrey made the following comments:

1. He commended Mayor Pro Tem Ruh for assisting with the presentation to **Congressman Price** on the tour of the transit district and **Gold Line** discussion.
2. He thanked the Police Department for its handling of an incident at **Montclair High School** over the weekend in which attendees of the football game thought that someone had fired a gun causing panic. He advised the situation was handled and it was determined there were no gunshots.
3. He expressed his appreciation for staff addressing the crossing guard issue.

4. He thanked staff for having graffiti removed that was reported to him by a resident.
5. He spoke of **Council Member Emeritus Leonard Paulitz's** impact on the community and influence on his professional and political career, referring to him as an inspirational leader and a pioneer for the City. He advised funeral services for **Mr. Paulitz** would be held at **Our Lady of Lourdes Catholic Church** on Friday, October 1, at 11:00 a.m.

**E. City Council/Successor Agency Board/MHC Board/MHA Board/MCF Board**

1. Mayor Pro Tem/Vice Chair Ruh made the following comments:
  - (a) He reported the transit district tour with the Congress members was very successful and added Council Member Johnson also participated in the tour. He noted the **Gold Line** was promoted as a benefit to the environment, education, economy, and job opportunities. He stated **Congressman Price** was impressed with how the cities along the **Gold Line** extension route have worked together and how much regional support there is to continue building the line east.
  - (b) He stated he came across some etched flute glasses that say *Evening at the Plaza*, which was a monthly dinner event that was hosted at the mall when it was still known as **Montclair Plaza**. He surmised about the historical value of the glasses and noted he would be happy to donate them for display as part of the City's history.
2. Council Member/Director Lopez made the following comments:
  - (a) He thanked members of the public for coming forward to voice their concerns about their alleyways.
  - (b) He advised the City did not receive the grant that was intended to fund a new fire truck and he hopes the City will still purchase and cover the cost of that equipment with the General Fund.
  - (c) He noted he attended the opening games of the **Montclair Little League** over the weekend.
  - (d) He raised concerns over trash piling up along the streets.
  - (e) He reported the I-10 Freeway eastbound on- and off-ramps at Central Avenue will be closed from the 21st through October 1st.
  - (f) He stated his relative who has been sick in the hospital passed away earlier in the day and he would no longer be going the **League of California Cities** Annual Conference that he was planning to attend.
3. Council Member/Director Johnson advised the Chamber of Commerce will be hosting a two-day e-waste drive-through drop off event this weekend on Saturday and Sunday from 9:00 a.m. to 2:00 p.m. in the Chamber office's parking lot at 8880 Benson Avenue.
4. Council Member/Director Martinez expressed her condolences to **Leonard Paulitz's** family, noting she remembers that even when he was not at the dais performing his Council duties it was apparent that he deeply cared about this community.

**F. Committee Meeting Minutes**

**1. Minutes of Personnel Committee Meeting of August 16, 2021**

The City Council received and filed the minutes of the Personnel Committee meeting of August 16, 2021, for informational purposes.

**XII. CLOSED SESSION**

At 9:16 p.m., the City Council went into closed session to discuss potential litigation and real property negotiations.

**XIII. CLOSED SESSION ANNOUNCEMENTS**

At 9:43 p.m., the City Council returned from closed session. Mayor Dutrey announced the City Council met in closed session to discuss potential litigation and real property negotiations; information was received and direction given to staff; and no further announcements would be made at this time.

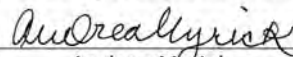
**XIV. ADJOURNMENT**

At 9:43 p.m., Chair Dutrey adjourned the Successor Agency Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board.

At 9:43 p.m., Mayor Dutrey adjourned the City Council to Monday, October 4, 2021 at 5:45 p.m. for a Council Workshop on the Reeder Ranch Park Development Update by EPT Design.

The meeting was adjourned in memory of **Council Member Emeritus Leonard Paulitz**, who served on the City's Planning Commission from 1965 to 1977 and on the City Council from 1978 to 2014; and in honor of the 13 U.S. service members who perished at the Kabul airport in Afghanistan during the withdrawal of U.S. troops from Afghanistan.

Submitted for City Council/Successor Agency Board/Montclair Housing Corporation Board/Montclair Housing Authority Commission/Montclair Community Foundation Board approval,



Andrea Myrick  
City Clerk