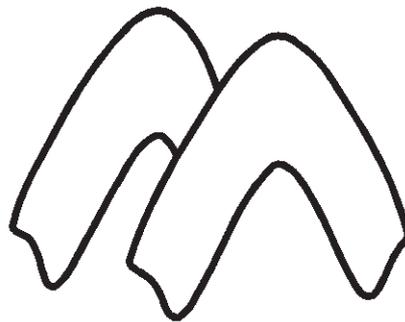


AGENDA FOR CITY COUNCIL, REDEVELOPMENT AGENCY, AND
MONTCLAIR HOUSING CORPORATION

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

December 6, 2010

7:00 p.m.



MONTCLAIR

Mayor Paul M. Eaton

Mayor Pro Tem J. John Dutrey

Council Member Leonard Paulitz

Council Member Carolyn Raft

Council Member Bill Ruh

City Manager Edward C. Starr

City Attorney Diane E. Robbins

City Clerk Donna M. Jackson

CITY OF MONTCLAIR

AGENDA FOR CITY COUNCIL, REDEVELOPMENT AGENCY, AND
MONTCLAIR HOUSING CORPORATION MEETINGS

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

December 6, 2010

7:00 p.m.

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

The CC/RDA/MHC meetings are now available in audio format on the City's website at www.ci.montclair.ca.us and can be accessed the day following the meeting after 10:00 a.m.

Page No.

I. CALL TO ORDER - City Council, Redevelopment Agency, and Montclair Housing Corporation

II. INVOCATION

In keeping with our long-standing tradition of opening our Council meetings with an invocation, this City Council 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 endorse any particular religious belief or form of invocation.

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. PRESENTATIONS

A. Introduction of New Employees

VI. PUBLIC COMMENT

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

Under the provisions of the Brown Act, the Council/Agency/ MHC is prohibited from taking action on items not listed on the agenda.

VII. DECLARATION OF ELECTION RESULTS

A. Consider Adoption of Resolution No. 10-2870 Reciting the Fact of the General Municipal Election Held on Tuesday, November 2, 2010, Declaring the Results and Such Other Matters as Provided by Law [CC]

VIII. SWEARING IN OF REELECTED MAYOR AND MEMBERS OF THE CITY COUNCIL	
IX. SELECTION OF MAYOR PRO TEM/VICE CHAIRPERSON	
X. REORGANIZATION OF 2010-12 CITY COUNCIL COMMITTEE/ LIAISON ASSIGNMENTS	
XI. PUBLIC HEARINGS	
A. Consider Receiving Public Comment and Authorizing the Allocation and Expenditure of Supplemental Law Enforcement Services Funds [CC]	11
B. First Reading - Consider Adoption of Resolution No. 10-2868 Approving the Following:	
Tentative Tract Map No. 18803 Subdividing a 6.94-Acre Site Into 2 Numbered Lots for Condominium Purposes, 1 Numbered Lot for a Community Center, 30 Numbered Lots for Single-Family Residential Purposes, and Three Lettered Lots for Streets and Common Areas [CC]	
Precise Plan of Design for a 129-Unit Residential Development Within the North Montclair Downtown Specific Plan [CC]	13
XII. CONSENT CALENDAR	
A. Approval of Minutes	
1. Minutes of Regular Joint Council/Agency/MHC Meeting of November 15, 2010	
B. Administrative Reports	
1. Consider Setting a Public Hearing to Consider Ordinance No. 10-919 Related to Adoption of the 2010 Edition of the California Fire Code [CC]	93
2. Consider Approval of Fiscal Year 2010-11 Recommendations for the Schedule of Community Benefits Funding [CC]	109
3. Consider Authorization to Purchase One 2010 Cues Closed Circuit Television Sewer Inspection System from Plumbers Depot [CC]	112
4. Consider Approval of Warrant Register and Payroll Documentation [CC]	113
C. Agreements	
1. Consider Approval of Agreement No. 10-126 Amending Agreement No.10-71 with California Landscape and Design, Inc., for Maintenance Services at the Montclair Skate Park and Alma Hofman Park Restroom Facilities [CC]	114
2. Consider Approval of Agreement No. 10-127, a Reimbursement Agreement by and between the City of Montclair Redevelopment Agency and Central Park Plaza, F.L.P., Regarding Undergrounding Overhead Utilities at 9660 Central Avenue [CC]	123

- | | | |
|----|---|-----|
| 3. | Consider Approval of Agreement No. 10-128 with the California Highway Patrol for Use of the Montclair Police Department Firearms Shooting Range [CC] | 126 |
| 4. | Consider Approval of Agreement No. 10-129 with AM Johnson Consulting for Artcorps Program Management Services [CC] | 140 |
| 5. | Consider Approval of Agreement No. 10-130 with Graffiti Tracker, Inc., for Continued Use of Its Database to Track and Analyze Graffiti [CC] | 143 |
| 6. | Consider Approval of Agreement No. 10-136 Superseding Agreement No. 10-45 with Pacific Truck and Auto Tow Inc., for Cost Recovery for Vehicles Stored Pursuant to Section 14602.6 of the California Vehicle Code, the 30-Day Impound Law [CC] | 152 |
| 7. | Consider Approval of Agreement No. 10-137, a Second Amendment to Agreement No. 07-12 with San Bernardino County Transportation Authority for Construction of the Ramona Avenue/Union Pacific Railroad Grade Separation Project [CC] | |
| | Consider Authorizing City Manager Edward Starr to Sign Agreement No. 10-137 [CC] | 159 |

D. Resolutions - None

XIII. PULLED CONSENT CALENDAR ITEMS

XIV. RESPONSE

XV. COMMUNICATIONS

A. City Attorney/Agency Counsel

1. Closed Session Pursuant to Section 54956.9(c) of the Government Code Regarding Conference with Legal Counsel - Anticipated Litigation

2 Potential Cases

B. City Manager/Executive Director

C. Mayor/Chairman

D. Council/Agency Board

E. Committee Meeting Minutes *(For Informational Purposes Only)*

- | | | |
|----|--|-----|
| 1. | Minutes of the Code Enforcement Committee Meeting of November 15, 2010 | 163 |
| 2. | Minutes of the Personnel Committee Meeting of November 15, 2010 | 165 |

XVI. ADJOURNMENT OF REDEVELOPMENT AGENCY AND MONTCLAIR HOUSING CORPORATION BOARD OF DIRECTORS

(At this time, the City Council will meet in Closed Session regarding anticipated litigation).

XVII. CLOSED SESSION ANNOUNCEMENTS

XVIII. ADJOURNMENT OF CITY COUNCIL

The City Council will adjourn to Wednesday, December 8, 2010, at 6:00 p.m. for the Appeal Hearing of James Thayn.

The City Council will adjourn this evening's meeting in memory of Mr. Robert (Bob) James, husband of former Community Action Committee Member Donna James, who passed away on Monday, November 29, 2010. Mr. James was the owner of Montclair Automotive and was very involved with youth sports in the City. He will be sadly missed.

The next regularly scheduled City Council, Redevelopment Agency, and Montclair Housing Corporation meetings will be held on Monday, December 6, 2010, at 7:00 p.m. in the Council Chambers.

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the City Council, Redevelopment Agency Board, or Montclair Housing Corporation Board after distribution of the Agenda packet are available for public inspection in the Office of the City Clerk located at 5111 Benito Street, Montclair, California, between 7:00 a.m. and 6:00 p.m., Monday through Thursday.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (909) 625-9415. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)

I, Donna M. Jackson, City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the bulletin board adjacent to the south door of Montclair City Hall on December 2, 2010.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 10-2870 RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON TUESDAY, NOVEMBER 2, 2010, DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW	DATE: December 6, 2010
	SECTION: RESOLUTIONS
	ITEM NO.: A
BUSINESS PLAN: N/A	FILE I.D.: CCK140
	DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider adoption of Resolution No. 10-2870 certifying the results of the canvass of the November 2, 2010 General Municipal Election.

BACKGROUND: The canvass of the November 2, 2010 General Municipal Election was completed on November 29, 2010, the results of which are listed on "Exhibit A" of Resolution No. 10-2870. The following incumbent candidates were reelected to four-year terms:

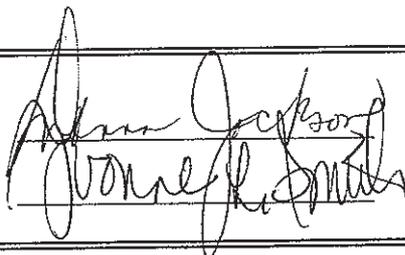
Paul M. Eaton – Mayor

Leonard Paulitz – Member of the City Council
Bill Ruh – Member of the City Council

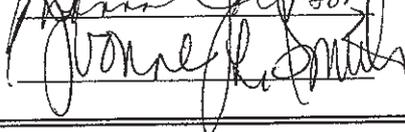
FISCAL IMPACT: There would be no direct fiscal impact associated with the Council's adoption of proposed Resolution No. 10-2870.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 10-2870 reciting the fact of the General Municipal Election held on Tuesday, November 2, 2010, declaring the results and such other matters as provided by law.

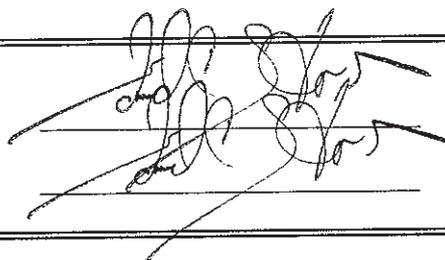
Prepared by:



Proofed by:



Reviewed and
Approved by:



Presented by:



CERTIFICATE OF REGISTRAR OF VOTERS

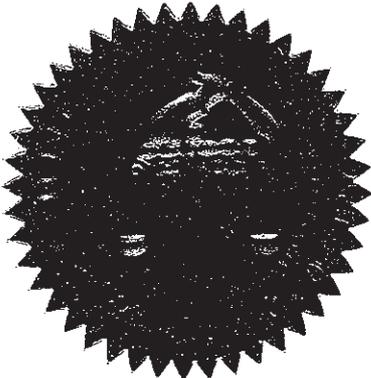
STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO } ss

I, **KARI VERJIL**, Registrar of Voters of the County of San Bernardino, State of California, do hereby certify that pursuant to the provisions of Election Code Section 15300 et seq., I did canvass the returns of the votes cast on November 2, 2010, as part of the General Election for each elective office and/or measure in the

**CITY OF MONTCLAIR
Mayor
Two City Council Members**

and I further certify that the Statements of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in each of the respective precincts therein, and that the totals of the respective columns and totals as shown are full, true and correct.

WITNESS my hand and Official Seal this 29th day of November, 2010.



Kari Verjil
Kari Verjil
Registrar of Voters

GREGORY C DEVEREAUX
County Administrative Officer

Board of Supervisors
BRAD MITZELFELT.....First District NEIL DERRY.....Third District
PAUL BIANE.....Second District GARY C. OVITT, Chairman..... Fourth District
JOSIE GONZALES, Vice Chair..... Fifth District

RESOLUTION NO. 10-2870

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON TUESDAY, NOVEMBER 2, 2010, DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a General Municipal Election was held and conducted in the City of Montclair, California, on Tuesday, November 2, 2010, as required by law; and

WHEREAS, notice of the election was given in time, form, and manner as provided by law; that voting precincts were properly established; that election officers were appointed; and that in all respects, the election was held and conducted and the votes were cast, received, and canvassed and the returns made and declared in time, form, and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the Registrar of Voters has canvassed the returns of the election and has certified the results to this City Council; the results are received, attached, and made a part hereof as "Exhibit A."

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair, California, does declare, determine, and order as follows:

Section 1. That the whole number of ballots cast in the precincts, except vote by mail ballots, was 3,810.

That the whole number of vote by mail ballots cast in the City was 2,278, making a total of 6,088 ballots cast in the City.

Section 2. That the name of the person voted for at said election for Mayor at said City is as follows:

Paul M. Eaton

That the names of the persons voted for at said election for Member of the City Council at said City were as follows:

Bill Ruh
Leonard Paulitz
José Maldonado
Chris Agrella

Section 3. That the number of votes given at each precinct and the number of votes given at the City to each of the persons above named for the respective offices for which said persons were candidates are listed on "Exhibit A" attached.

Section 4. That the City Council does declare and determine that:

Paul M. Eaton was reelected as Mayor of the City of Montclair for a full term of four years.

Leonard Paulitz was reelected as Member of the City Council of the City of Montclair for a full term of four years.

Bill Ruh was reelected as Member of the City Council of the City of Montclair for a full term of four years.

Section 5. That the City Clerk shall enter on the records of the City Council of the City of Montclair a statement of the results of said election showing the following:

- (a) The whole number of ballots cast in the City.
- (b) The names of the candidates voted for.
- (c) For what office each person was voted.
- (d) The number of votes given at each precinct to each candidate.
- (e) The total number of votes given to each candidate.

Section 6. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by her and duly authenticated and that she shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe thereto and file the same in her office. Whereupon, each and all of said persons so elected shall be inducted into the respective office to which they have been elected.

Section 7. That the City Clerk shall certify to the passage and adoption of this Resolution, shall enter the same in the book of Resolutions of the City of Montclair, and shall make a minute entry of the passage and adoption thereof in the records of the proceedings of the Montclair City Council in the minutes of the meeting at which the same is passed and adopted.

APPROVED AND ADOPTED this XX day of XX, 2010.

Mayor

ATTEST:

City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 10-2870 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, 2010, and that it was adopted by the following vote, to-wit:

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

Donna M. Jackson
City Clerk

Exhibit A to Resolution No. 10-2870
San Bernardino County Statement of Votes
City of Montclair

	Registration	Ballots Cast	Turnout (%)	MAYOR MONTCLAIR PAUL M. EATON	MEMBER, CITY COUNCIL MONTCLAIR BILL RUH	LEONARD PAULITZ	JOSE MALDONADO	CHRISTOPHER AGRELLA						
MONTCLAIR 1 24003	1323	403	30.46	256	121	138	137	49						
MONTCLAIR 1 - Vote By Mail	1323	223	16.86	170	90	100	91	17						
MONTCLAIR 2 24004	1058	383	36.20	264	141	160	127	34						
MONTCLAIR 2 - Vote By Mail	1058	216	20.42	176	93	107	87	26						
MONTCLAIR 3 24005	1326	420	31.67	295	157	168	147	42						
MONTCLAIR 3 - Vote By Mail	1326	307	23.15	241	159	173	78	38						
MONTCLAIR 4 24006	1110	370	33.33	271	170	172	112	36						
MONTCLAIR 4 - Vote By Mail	1110	242	21.80	197	145	138	56	18						
MONTCLAIR 5 24007	902	336	37.25	228	135	134	103	30						
MONTCLAIR 5 - Vote By Mail	902	203	22.51	157	89	106	73	25						
MONTCLAIR 6 24008	902	301	33.37	228	98	130	115	48						
MONTCLAIR 6 - Vote By Mail	902	171	18.96	142	92	96	67	24						
MONTCLAIR 7 24009	918	280	30.50	163	83	84	114	32						
MONTCLAIR 7 - Vote By Mail	918	120	13.07	93	52	62	46	6						
MONTCLAIR 8 24010	877	322	36.72	235	136	171	97	30						
MONTCLAIR 8 - Vote By Mail	877	142	16.19	115	67	76	48	25						
MONTCLAIR 9 24011	1001	207	20.68	148	61	83	75	27						
MONTCLAIR 9 - Vote By Mail	1001	146	14.59	112	73	75	35	14						
MONTCLAIR 10 24012	504	161	31.94	124	60	63	68	27						
MONTCLAIR 10 - Vote By Mail	504	86	17.06	64	35	46	27	15						
MONTCLAIR 11 24013	763	257	33.68	174	83	111	69	66						
MONTCLAIR 11 - Vote By Mail	763	140	18.35	111	62	83	33	25						
MONTCLAIR 12 24014	521	180	34.55	135	74	82	53	33						
MONTCLAIR 12 - Vote By Mail	521	124	23.80	94	58	56	33	19						
MONTCLAIR 13 24015	40	23	57.50	18	10	9	13	4						
MONTCLAIR 13 - Vote By Mail	40	0	0.00	0	0	0	0	0						
MONTCLAIR 14 24016	626	167	26.68	121	42	62	70	25						
MONTCLAIR 14 - Vote By Mail	626	158	25.24	113	73	81	34	22						
MONTCLAIR 15 24017	0	0	0.00	0	0	0	0	0						
MONTCLAIR 15 - Vote By Mail	0	0	0.00	0	0	0	0	0						
Precinct Totals	11871	3810	32.10	2660	1361	1567	1300	483						
Vote By Mail Totals	11871	2278	19.19	1785	1088	1199	708	274						
Grand Totals	11871	6088	51.28	4445	2449	2766	2008	757						
San Bernardino County	11871	6088	51.28	4445	2449	2766	2008	757						
State Bd of Equal 2	11871	6088	51.28	4445	2449	2766	2008	757						
Congressional District 26	11871	6088	51.28	4445	2449	2766	2008	757						
Senate District 29	40	23	57.50	18	10	9	13	4						
Senate District 32	11831	6065	51.26	4427	2439	2757	1995	753						
Assembly District 61	11871	6088	51.28	4445	2449	2766	2008	757						
Supervisorial District 4	11871	6088	51.28	4445	2449	2766	2008	757						
City of Montclair	11871	6088	51.28	4445	2449	2766	2008	757						

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING PUBLIC COMMENT
AND AUTHORIZING THE ALLOCATION AND
EXPENDITURE OF SUPPLEMENTAL LAW
ENFORCEMENT SERVICES FUNDS

DATE: December 6, 2010

SECTION: PUBLIC HEARINGS

ITEM NO.: A

FILE I.D.: PDT362

BUSINESS

PLAN: N/A

DEPT.: POLICE

REASON FOR CONSIDERATION: The City Council is requested to receive public comment related to the allocation and expenditure of Supplemental Law Enforcement Services grant funds.

BACKGROUND: Government Code Sections 30061 through 30064 stipulate that a Supplemental Law Enforcement Services Fund (SLESF) be established in each county treasury to receive all funds allocated for purposes of implementing the guidelines for SLESF grant funds. The county auditor shall allocate the moneys in the county's SLESF, including interest or other earned returns, within 30 days of deposit into the SLESF. However, the county auditor shall not transfer those moneys to a recipient agency until the Supplemental Law Enforcement Oversight Committee certifies receipt of an approved expenditure plan from the governing board of the agency. A Supplemental Law Enforcement Oversight Committee was established by the San Bernardino County Board of Supervisors on August 21, 1996.

SLESF moneys are for the exclusive use of "front line law enforcement services" and "front line municipal police services," both of which include antigang, community crime prevention, and juvenile justice programs. These moneys shall supplement existing services and shall not be used to supplant any existing funding for law enforcement services provided by that entity.

The City of Montclair is eligible to receive \$100,000 from the SLESF grant. The Chief of Police is currently requesting appropriations from these funds for the following equipment and services to enhance the Police Department's patrol services:

Patrol overtime	\$ 60,550
Miscellaneous advanced officer training	10,000
Promotional items	7,000
LeadsOnline	5,000
Replacement TASERS®	5,000
Digital cameras with cases	3,750
Preliminary alcohol screening devices (3)	3,500
Laptop computers (2)	3,000

Prepared by: *Judy B...*

Reviewed and
Approved by: *H. C. ...*

Proofed by: *Sharon ...*

Presented by: *[Signature]*

Color photograph printer	1,500
Auto painting (2)	<u>700</u>
TOTAL	<u>\$100,000</u>

FISCAL IMPACT: Should the City Council authorize the recommended appropriations, a \$100,000 SLESF allocation would be made to various programs within the Police Department's Fiscal Year 2010-11 Budget.

RECOMMENDATION: Staff recommends the City Council receive public comment and authorize the allocation and expenditure of Supplemental Law Enforcement Services funds.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 10-2868 APPROVING THE FOLLOWING:

TENTATIVE TRACT MAP NO. 18803
SUBDIVIDING A 6.94-ACRE SITE INTO
2 NUMBERED LOTS FOR CONDOMINIUM
PURPOSES, 1 NUMBERED LOT FOR A
COMMUNITY CENTER, 30 NUMBERED
LOTS FOR SINGLE-FAMILY RESIDENTIAL
PURPOSES, AND THREE LETTERED LOTS
FOR STREETS AND COMMON AREAS

PRECISE PLAN OF DESIGN FOR A 129-UNIT
RESIDENTIAL DEVELOPMENT WITHIN THE
NORTH MONTCLAIR DOWNTOWN SPECIFIC
PLAN

DATE: December 6, 2010
SECTION: PUBLIC HEARINGS
ITEM NO.: B
FILE I.D.: LDU600
DEPT.: COMMUNITY DEV.

BUSINESS

PLAN: STRATEGIC PRIORITY NO. 2

REASON FOR CONSIDERATION: All land use and design review entitlements within the boundary of the North Montclair Downtown Specific Plan (NMDSP) require public hearing review and approval by the City Council.

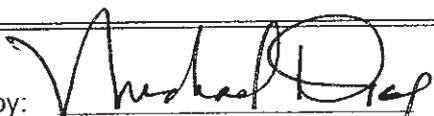
Approving the requested entitlements would satisfy a portion of Strategic Priority No. 2 as contained in Montclair's "Business Plan."

Project Proposal

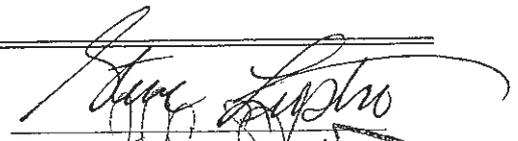
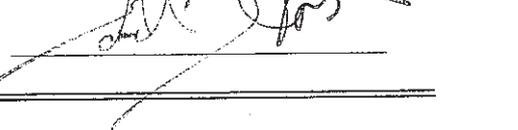
Hutton Development Company is proposing a 129-unit residential development with amenities on a 6.94-acre site on the north side of Arrow Highway (approximately 213 feet east of Monte Vista Avenue) within the boundaries of North Montclair Downtown Specific Plan (NMDSP). The project would be called Arrow Station and requires the approval of a Tentative Tract Map and a Precise Plan of Design. Should the project be approved, the developer would complete the purchase of the property from the present owner and develop and manage the project.

Copies of the proposed Tentative Tract Map, site plan, floor plans, elevations, renderings, and conceptual landscape plans are included in the Council packets. Color boards will be presented at the Council meeting.

Prepared by:




Reviewed and
Approved by:

Proofed by:

Presented by:

Tentative Tract Map No. 18803

As part of the Arrow Station project, approval of a Tentative Tract Map to create separate lots for the purposes of creating 129 total dwelling units and a community center on the subject site would be required. Tentative Tract Map No. 18803 is proposed to create the following subdivision of the property:

Tentative Tract Map No. 18803		
Lots*	Description	No. of Units
1 (1.96 acres)	For condominium purposes	63
2 (1.26 acres)	For condominium purposes	36
3 (0.33 acre)	Community Center and pool	--
4 - 33 (0.047 to 0.073 acre)	Small lot - Single family detached	30
Total Number of Dwelling Units		129
*Lettered Lots A through C shown on map indicate area for private streets to serve the dwelling units		

Lots 1 and 2 would be developed with 99 residential units built to condominium standards and quality but would initially be offered as an apartment community operated and managed by the developer with an on-site manager to oversee all management, leasing, and maintenance functions for the apartment community. By preparing a map for condominium purposes at this time, the developer would have the option of converting the units into condominiums and selling them at a later date. A final condominium map for the conversion of the rental units into condominiums would be required at such time.

A community center building and pool are proposed on Lot 3 to serve the multifamily units. The community center parcel would also include a spa and barbecue area. Within the community center building, the developer intends to operate a leasing and/or sales office, business management office, community room, theater, exercise room, and a library/conference room. Final plans and exterior design of the project have not yet been completed and are not included in the plans.

Lots 4 through 33 would be developed with 30 detached single-family residences ranging in size from 2,106 to 2,447 square feet, each with an attached two-car garage. The single-family homes are intended to be offered for sale by the developer.

Access to the site would be provided by two (2) new public streets. New Street "A" would provide north-south access to and from Arrow Highway. At its northerly terminus, Street "A" would intersect with Street "B," which would run east-west and eventually connect with the adjacent property to the east when it is developed. Street parking would be allowed only along the western end of Street "B." Private streets (lettered Lots A through C) would provide internal access to and between the new buildings.

The necessary grading for the site would require that a retaining wall be constructed along the north boundary of the site adjacent to the Metrolink right-of-way. The retaining portion of the wall ranges from approximately 6 to 10 feet in height. Atop the retaining wall would be a decorative metal fence approximately 5 to 6 feet tall and intermittently broken up by 24-inch-wide masonry pilasters integrated into the wall design. Only the fence and top of the pilasters would be visible to the railroad side of the wall/fence.

Precise Plan of Design

The Arrow Station project is comprised of two basic housing types. The westerly portion of the site (Lots 1 through 3) is proposed to be developed with multifamily attached units ("Urban Courtyard" homes) and a community center, and the easterly portion would be small-lot, single-family detached residential units ("Urban Side Yard" homes). A summary of the two residential housing types is provided in the following tables:

Arrow Station - Summary of Urban Courtyard Homes (Apartments/Condominiums)				
<i>Unit Type</i>	<i>Unit Size*</i>	<i>Stories</i>	<i>Number of Units</i>	<i>Number of Attached Parking Spaces**</i>
1	1 bedroom 1,376 square feet	3	33	1 (33 spaces)
2	2 bedrooms 1,767 square feet	3	10	2 - tandem (20 spaces)
3	2 bedrooms 1,974 square feet	3	23	2 - tandem (46 spaces)
4	2 bedrooms 1,884 square feet	3	33	2 - tandem (99 spaces)
Totals			99	(198 spaces)
*Includes square footage for attached garage parking space(s) **NMDSP requires one (1) garage parking space for each residential unit (Section 5.2.030.C.3).				

The 99 units within the Urban Courtyard portion of the project would be distributed in 14 separate buildings comprised of 6-, 9-, and 12-unit combinations.

Arrow Station - Summary of Urban Side Yard Homes Small-Lot Single-Family Residences				
<i>Plan</i>	<i>Size*</i>	<i>Stories</i>	<i>Number of Units</i>	<i>Number of Attached Parking Spaces**</i>
A-1	3 bedrooms 2,106 square feet	2	11	2 covered spaces (22 spaces)
A-2	3 bedrooms 2,106 square feet	2	4	2 covered spaces (8 spaces)
A-3	3 bedrooms 2,124 square feet	2	5	2 covered spaces (10 spaces)
B-1	4 bedrooms 2,447 square feet	2	5	2 covered spaces (10 spaces)
B-2	4 bedrooms 2,223 square feet	2	5	2 covered spaces (10 spaces)
Totals			30	(60 spaces)
*Includes square footage for attached garage parking space(s) **NMDSP requires one (1) garage parking space for each residential unit (Section 5.2.030.C.3).				

Each of the detached single-family lots would have small private side yards. These yards would serve as open space area for these homes and would be secured by fences and/or walls (not yet specified).

Parking

The parking requirement for residential units in the NMDSP is a minimum of one space per unit (Section 5.2.030.C.3). All units in the Urban Courtyard portion of the project would have at least one attached garage space (with direct access) meeting the minimum NMDSP requirement of one (1) space per unit. Except for Plan 1 in the Urban Courtyard portion of the project, all other units in the development have two spaces per unit either as tandem spaces or as independently accessible spaces. The following table summarizes the parking required and provided for each portion of the project:

Arrow Station - Summary of Parking		
Urban Courtyard (Multifamily) - 99 Units		
<i>Parking Type</i>	<i>Number Required*</i>	<i>Number Provided</i>
Attached Parking	99 spaces	165 spaces
Detached Garages	--	12 spaces (3 buildings with 4 spaces each)
Guest Parking	25 spaces	25 spaces
Surface Spaces	--	23 spaces
Totals	124 spaces	225 spaces (+101)
Urban Side Yard (Single-Family) - 30 Units		
<i>Parking Type</i>	<i>Number Required*</i>	<i>Number Provided</i>
Attached Parking	30 spaces	60 spaces
Guest Parking	8 spaces	10 spaces
Totals	38 spaces	70 spaces (+32)
*NMDSP requires one (1) garage parking space for each residential unit (Section 5.2.030.C.3). Calculations include 14 parking spaces along Arrow Highway frontage of the project.		

Three detached garage buildings (4 cars each) are proposed along with surface parking against the west property line adjacent to the SCE substation. Each garage space would provide minimum interior dimensions of 10 feet wide by 20 feet deep and have automatic roll-up garage doors. These garage spaces would be assigned to specific units including some Type 1 units in the Urban Courtyard portion of the project.

Architecture

The proposed aesthetic style of the Arrow Station project is intended to draw upon historical references related to designs typically associated with trains or train stations. Building massing, material application, and usage of color are derived from nostalgic architectural styles and their application varies based on building type. For example, the Urban Courtyard homes would utilize elements that express verticality, which helps break up its larger, horizontal mass into smaller parts. This, in turn, would create entry elements that delineate each home's individual front door.

Each building would feature a mix of modestly sloped gable and hip roof forms to create visual interest and variety. Doors and windows feature divided light and double-hung designs appropriate to the style. All garage doors would be roll-up sectionals of varied designs. All buildings in the project, including the detached garage buildings, would have some or all of the proposed architectural elements/details applied to all their respective sides. Concrete tile is proposed for the roofs of the single-family homes and the Urban Courtyard units. Colors are a mixture of neutrals that would serve as the backdrop for the accent brick veneer, wood trim, and awning details.

The use of brick on both the Urban Side Yard and Urban Courtyard homes helps unify the project, but the application serves different purposes based on each product type. On the Urban Side Yard homes, brick is proposed as a more traditional base and is tied into a stoop element that connects to the sidewalk. In some instances, the brick would also be applied to pillars, decks, and balconies for the purpose of emphasizing a point of entry. For the Urban Courtyard homes, brick would be used in conjunction with vertical elements to break up a horizontal face as well as for emphasizing areas of greater significance on the site.

Horizontal siding represents another historical reference and would be used to break down the overall scale of the Urban Courtyard homes, as well as adding diversity of texture. Color changes and the use of smooth stucco are proposed in both housing types to create visual breaks in each building's overall massing. Finally, the smooth surface of the stucco would provide visual relief as a counterpoint to the detail of the brick and horizontal siding.

Landscaping/Hardscape Concept

The applicant has submitted conceptual landscape plans for the project site. Between the multifamily buildings and at the northwest corner of Arrow Hwy and Street "A" would be courtyards/plazas with landscape and hardscape amenities such as trees and enhanced paving materials. Portions of these areas would do double duty as bio-filtration areas as required by the Water Quality Management Plan for the project. The plans are conceptual only and would require further refinement and staff approval before building permits can be issued.

The conceptual landscape plan depicts an appropriate distribution of plant materials across the site, and the identified plant species appear to be suitable to the local climate. The proposed tree and shrub palettes feature a wide variety of plant materials, the majority of which are drought tolerant. On the proposed tree list are Eucalyptus, Camphor, California Pepper, Chitalpa, Cercidium (Blue Palo Verde) trees and Mexican Fan Palms.

BACKGROUND:

- The North Montclair Downtown Specific Plan (NMDSP) was adopted by Council in May 2006. The main objective of the NMDSP is to introduce urban style residential projects to the area and begin the process of creating a "downtown" environment with walkable neighborhoods, local retail and service businesses, and convenient access to rail transit. The NMDSP is a form-based code, with three distinct land use districts, and detailed design criteria to guide development. Virtually the entire plan area accommodates and encourages medium- to high-density residential development, almost all consisting of attached housing styles.
- Hutton Development Company is an Orange County-based real estate developer with experience in developing a portfolio of mixed-use, government, multifamily residential, office, retail, and light industrial projects in the greater Southern California region including two recent residential projects in the City of Upland (College Park and Rancho Monte Vista Apartments). Its affiliates have owned, developed, and managed a portfolio of more than 3.8 million square feet of commercial real estate and 2,400 multifamily residential units in Southern California.

- The subject 6.94-acre site is zoned "Corridor Residential" as indicated by the NMDSP. The property is located within Montclair Redevelopment Project Area No. III.
- The property is currently developed with a concrete batch plant, which has operated on the site for well over fifty years. The easterly portion of the site was most recently used by a plumbing supply company. If the residential project is approved, it is the developer's intent to have all current business activity on the site cease within the next 60 days.
- On December 18, 2006, the City Council approved Tentative Tract Map No. 18286, a Conditional Use Permit, and a Precise Plan of Design for a 184-unit residential development by Laing Urban. The project was never built as the ensuing national recession and housing crisis severely impacted the "for sale" housing market.
- On September 7, 2010, the applicant made a presentation to the City Council at its regular study session to introduce and describe the project. All Council Members were present.
- On October 28, 2010, the project was formally submitted for City review.
- On November 22, 2010, the Planning Commission conducted a public hearing for the proposed Arrow Station project. After a presentation by the applicant and hearing public comment by a single project proponent, the Commission voted unanimously to recommend Council approval of the Tentative Tract Map and Precise Plan of Design.

Analysis

Overall, staff finds the project to be very well designed and consistent with the intent and design goals of the North Montclair Downtown Specific Plan. Staff has worked closely with the applicant's development team for the past several months to ensure the project would be developed in accordance with the provisions of the Specific Plan. The project complies with the development standards and guidelines set forth in the Specific Plan with respect to land use, subdivision and urban standards, parking, and architectural and frontage types and styles. If approved, the project would set a high benchmark for future development in North Montclair.

Staff believes that if approved, the proposed project would help to enhance and diversify the City's housing stock by adding new market rate, high-quality units in various sizes and configurations that do not currently exist in the City. The site has excellent visibility to drive-by traffic on Arrow Highway, which would be a significant and recurring source of potential residents for the multifamily units. Moreover, the proposed on-site amenities associated with the project would serve and enhance the quality of life for the project residents.

Rental vs. Ownership

A policy question that was previously raised by Council Members is the issue of rental versus ownership, or apartments versus condominiums. Since the inception of the NMDSP, the City Council has envisioned the majority of the residential units to be offered for individual ownership. Thus, the previous project approved for the site and surrounding areas were "for sale" developments. However, because of the severe downturn in the

economy and housing market, the projects were never built. The lagging economy and depressed housing market continue to persist, and there appears to be no sure sign of an immediate turnaround. As proposed, the applicant intends to build the Urban Courtyard (multifamily) portion of the project to condominium specifications and process a map for condominium purposes, which could be used to sell the units individually at a later date in the future. This approach would at least provide some assurances that the units would be well designed and built. This is a common approach by developers that has been successfully utilized in other communities. However, the applicant feels there is a limited market for "for-sale" detached, single-family units. Accordingly, the 30 units proposed in the Urban Side Yard portion of the project would be offered for sale. The proposed product is similar in nature to the Bellafina project built by Taylor Morrison Homes along Holt Boulevard. That project, which features three-story detached single-family dwellings with attached two-car garages, is nearing completion with less than ten units left to sell.

The concern regarding proper management and maintenance of the units would be addressed by requiring a professional, institutional-quality management company with an on-site manager/staff. The management company would be responsible to establish and enforce community standards and maintenance of the units and surrounding landscaping in order to maintain strong property values. Tenants in the Urban Courtyard product who do not pay or are unwilling to abide by the community rules would likely face eviction. As a condition of approval, the applicant would also be required to enter into an agreement ("Operating Agreement") with the City to guarantee the proper and timely maintenance of the site while it is operated as a rental community. The Operating Agreement would be prepared separately and subject to City Council review and approval at a later date.

When and if the Urban Courtyard units are sold, a homeowners' association (HOA) would take over the above responsibilities. Covenants, Conditions and Restrictions (CC&Rs) would be recorded before any units could be sold and would be the governing document that dictates how the HOA operates and what rules the owners—and their tenants and guests—must obey. The document is recorded against each lot; and, therefore, the owner of each lot is subject to the terms and conditions set forth. Although an HOA is the appropriate means for managing/maintaining multiple-family developments, HOAs have their limitations as well. HOAs often have difficulty in collecting dues to maintain services; struggle with management of the complex; and, unlike a for-rent project, cannot easily enforce rules against unruly property owners (*i.e.*, an HOA cannot evict "unruly" homeowners as can be done in an institutionally managed rental project). Moreover, a condominium project does not guarantee or prevent owners from renting their units.

Tract Map

Staff finds the proposed tract map to be laid out in a logical and appropriate manner that is generally consistent with the State Subdivision Map Act, the City's Subdivision Ordinance, and the objectives of the NMDSP. The proposed development of the site provides good access to and from Arrow Highway, and the internal network of private streets and drives allow for good vehicular and pedestrian access/circulation to and around the buildings. In addition, the proposed street layout makes provision for connection to future development on the adjacent property to the east.

Open space for the multifamily portion of the project site is provided in courtyard areas between the buildings on Lots 1 and 2 and on Lot 3 where the community building and pool are proposed. Open space for the single-family lots is provided in private yards adjacent to each unit. Moreover, the site is in close proximity to multiple shopping,

banking, and dining opportunities to the east along Central Avenue and to the south at Montclair Plaza and along Monte Vista Avenue.

Staff anticipated and expressed to the applicant the same concern Council recently raised and has worked with the applicant to appropriately address it. Accordingly, the applicant has agreed to conditions of approval ensuring that the subject scenario does not materialize and also ensures that selling the buildings off as individual for-rent investments is not practical or possible.

Site Plan

Staff believes the project is substantially in compliance with the various elements and goals of the NMDSP including the requirements for building placement, parking, and building design/profiles. As envisioned by the NMDSP, the project proposes a variety of housing types (*e.g.*, townhouses, side-yard and courtyard housing, live/work, etc.), that is in keeping with the spirit of a transit "village." In addition, parking for the project is consistent with the NMDSP.

The plan is also consistent with the intent of the "Corridor Residential" land use designation of the site. The design intent for this district states in part, that, "The...zone is intended to establish a denser fabric of residential buildings, appropriate for locations on arterial roads. It is therefore the portion of the plan where the more intense residential development is expected." The proposal has units facing Arrow Highway, which are designed to create an attractive and continuous streetscape along this roadway. The development is not intended to be gated and the entry points will be enhanced. Staff believes that in time as additional street improvements occur on Arrow Highway, the attractiveness of the development to passersby will be further enhanced.

Finally, the proposed residential development is designed to provide access to various local and regional public transportation systems in the area in addition to being within a convenient driving distance of the I-10 and California 210 Freeways. Eventually, the site will have easy and direct access to Metrolink and bus transportation at the Montclair Transcenter. This project would further pedestrian connectivity to the Transcenter.

Parking

Parking for the project is consistent with the NMDSP requirement of one space per dwelling unit. At 281 total proposed on-site spaces, parking for the project is 74 percent more than the 162 spaces required. An additional 14 parking spaces are anticipated to be available along the Arrow Highway frontage of the project site.

Each of the 30 Urban Side Yard homes would have an attached two-car garage with both spaces independently accessible (side-by-side configuration). Plans 2, 3, and 4 of the Urban Courtyard homes (a total of 66 units) would also have two covered parking spaces within an enclosed garage but in a tandem arrangement. Plan 1 of the Urban Courtyard product (33 units), which is a one-bedroom plan, is proposed with one attached garage space. However, 12 additional covered parking spaces within detached garages and 28 uncovered stalls are available for assignment by the management company as extra parking for the Unit 1 models should that be necessary.

Land Use and Density

The plan is consistent with the intent of the land use designations for the site. The intent of the "Corridor Residential" land use district states in part, "The...zone is intended to establish a denser fabric of residential buildings, appropriate for locations on arterial roads. It is, therefore, the portion of the plan where the more intense residential development is expected." The proposal concentrates primary building frontages facing toward Arrow Highway, which is intended to create an attractive and continuous streetscape along this main roadway.

At a combined average of 21 dwelling units per acre, the proposed project density is somewhat less than the range allowed in the "Corridor Residential" land use district of the North Montclair Downtown Specific Plan. The following table shows how the proposed project compares with the allowable density ranges for the subject land use designation on the property:

Allowable Density Ranges - NMDSP	
<i>Land Use Designation</i>	<i>Density Range</i>
Corridor Residential (CR)	30 to 50 dwelling units per acre
Arrow Station*	21 dwelling units per acre
*Net Site area is 6.14 acres	

The proposed residential development would be within a one-mile distance from various local and regional public transportation systems and would be within a convenient driving distance to the I-10 and California 210 Freeways. The site boasts easy access to Metro-link and bus transportation at the Montclair Transcenter. As further development occurs within the NMDSP planning area, pedestrian connectivity to the Transcenter would be significantly expanded and improved.

Architecture

Staff finds the proposed architecture for the project to be visually attractive and a welcome addition to the City. The design themes for the multifamily and single-family portions of the Arrow Station project are complementary and well done. Door and window designs are appropriate and garage doors would consist of a variety of decorative roll-up sectionals that will visually enhance the "rear side" of the multifamily buildings. Architectural design and details are extended to all sides of the buildings. Staff believes the design's reliance on simple massing configurations and use of appropriate architectural details and durable materials would stand the test of time.

Staff believes a lightweight concrete tile is appropriate for both the Urban Courtyard and Urban Side Yard homes. Both architectural styles are similar; and, thus, if it is appropriate for one, it is appropriate for the other.

With respect to the community center building, since no building plans were submitted, plans would be required before building permits could be issued for the project. Staff expects the appearance of this building to incorporate many of the design elements found in the design of the residential buildings and be a key focal point of reference for the project given its prominent location. Staff recommends the Council allow the applicant to work directly with staff to arrive at a final design for the building.

Staff has included a condition requiring that a wall/fence/gate plan be developed for the project to ensure that these elements are consistent, properly located, and durable. Staff recommends the use of decorative masonry walls wherever possible for durability and ease of maintenance, particularly around the single-family units.

Staff has also included a condition of approval requiring the developer to prepare a set of architectural criteria for inclusion with the CC&Rs for the Urban Side Yard homes portion of the project to ensure there is some design consistency for future improvements in the "front" and side yards, such as arbor/patio covers, patio furniture visible to the streets (private and public), and for the type and scale of other potential structures.

Landscaping

The conceptual landscaping plan appears to be appropriate as is the overall selection of plant materials. However, further refinement of the plan is needed to ensure that proper placement of plant materials is carefully considered and further detail is provided regarding hardscape elements of the plans including the courtyard plaza areas. For example, staff has a concern with the proposed use of the California Pepper (*Schinus molle*) tree within the narrow planter areas along the west boundary and on Street "B." Although California Peppers are beautiful and evergreen, they will produce copious amounts of leaf litter, have invasive surface roots, and become brittle as they age. The placement of these trees in parking areas and along street frontages will require constant maintenance, so it would be better to limit their use to areas where they have room to spread. In addition, the final landscape plan will need to reflect the use of *Quercus ilex* (Holly Oak) street trees for Arrow Highway and each of the future public right-of-way within the project.

Before building permits could be issued for the project, the applicant and/or developer would be required to submit a complete Landscape Package for City review and approval as required by Chapter 11.60 of the Montclair Municipal Code. The recently adopted Landscape Water Conservation Ordinance also requires the preparation of a water budget for the project, soil analysis, and the incorporation of specific planting techniques. Moreover, the final landscape plan needs to be coordinated with the approved Water Quality Management Plan (WQMP) for the project to ensure there is consistency between the two documents. Conditions regarding these items have been added to the draft resolution.

Residential Development and Property Management

As previously mentioned, the project consists of two product types. The multifamily portion of the project would be held and managed by the developer. The developer owns projects nearby in Upland that appear to be well managed and operated. An on-site manager would be present to handle the day-to-day activities of the development. If, in the future, the project is converted to condominiums, the new residential community would then be governed by a Declaration of Covenants, Conditions and Restrictions (CC&Rs), which must be recorded at the time the condominium community is created. The CC&Rs would be the governing document that dictates how the homeowners association operates and by what rules the owners—and their tenants and guests—must abide. The document is recorded against each lot; and, therefore, the owner of each lot is subject to the terms and conditions set forth. The CC&Rs establish the community "standards" for maintaining the homes and surrounding landscaping in addition to prohibited uses or activities.

The single-family portion of the project would also be subject to the requirement to establish a separate set of CC&Rs. The CC&Rs would govern the operation and maintenance of the single-family residential community and private streets which provide access to them.

Pedestrian Access to Metrolink and Future Gold Line Platforms

Staff has been working with the applicant to develop a workable strategy for implementing a direct pedestrian access link to the existing Metrolink platform. Staff recognizes that there are significant issues to work through regarding the pedestrian link, such as change of grade between the subject site and the existing south platform and a lack of known plans for improvements to the platforms in anticipation of the arrival of the Metro Gold Line extension. Nevertheless, staff is requesting that the applicant designate a point of access along its northerly boundary and continue working with the City and the Southern California Regional Rail Authority (SCRRA) to determine if an eventual pedestrian connection to the Transcenter platforms is feasible in the near future. In addition, the precise location of the public plaza access to the Transcenter pedestrian tunnel that is identified in the NMDSP would eventually be built on a separate property not owned or controlled by the applicant or the City, so it is not known when it will be built. Without some point of access to the existing Transcenter from the south, a major goal of the Specific Plan is not being met. A condition of approval regarding this issue has been added to proposed Resolution No. 10-2868 prepared for the project.

Community Facilities District

City staff is currently working with a consultant to lay groundwork and implement a Community Facilities District (CFD), which would overlay the subject site. Establishment of the CFD, which has been anticipated since the NMDSP was adopted, would provide the vehicle for collecting funds to maintain public improvements, such as curb, gutter, and sidewalk; paving; streetlights; street sweeping; signage; street furniture; landscaping in the public right-of-way; and the maintenance of the proposed public park. Completion and City approval of the CFD would be a condition of approval before any grading and/or building permits are issued for the project.

Public Notice and Comments

This item was advertised as a public hearing in the INLAND VALLEY DAILY BULLETIN newspaper on November 19, 2010. Public hearing notices were mailed to all property owners within a 600-foot radius from the boundaries of the subject property on November 24, 2010. At the time this report was prepared, no comments or inquiries had been received by staff regarding this proposal.

Environmental Assessment

Pursuant to the California Environmental Quality Act (CEQA) Guidelines, the City certified an Environmental Impact Report (EIR) on May 15, 2006, in connection with the City's approval of the North Montclair Downtown Specific Plan and anticipated improvements. Pursuant to CEQA Guidelines Sections 15162 and 15182, no subsequent or supplemental EIR or Negative Declaration is required in connection with subsequent discretionary approvals of the same project unless: (i) substantial changes are proposed to the project that indicate new or more severe impacts on the environment; (ii) substantial changes have occurred in the circumstances under which the project was previously reviewed that

indicate new or more severe environmental impacts; (iii) new important information shows the project would have new or more severe impacts than previously considered; or (iv) additional mitigation measures are now feasible to reduce impacts or different mitigation measures can be imposed to substantially reduce impacts.

Staff finds the application for the proposed 129-unit Arrow Station residential community to be substantially consistent with the anticipated impacts evaluated in the previously certified EIR for the North Montclair Downtown Specific Plan and its anticipated improvements. Staff further believes the project would not have one or more significant effects not discussed in the previously certified EIR, would not have more severe effects than previously analyzed, and that additional or different mitigation measures are not required to reduce the impacts of the project to a level of less than significant. As such, none of the conditions listed in Section 15162 of the CEQA Guidelines requiring the preparation of a subsequent or supplemental EIR are present; and the project qualifies for the exemption for residential projects described in Section 15182 of the state CEQA Guidelines.

FISCAL IMPACT: There would be no direct fiscal impact on the City's General Fund at this time should the City Council adopt Resolution No. 10-2868 approving the entitlement requests described herein.

RECOMMENDATION: Staff recommends that the City Council find the proposal to construct a 129-unit residential community, known as Arrow Station, at 4974 Arrow Highway, to be consistent with the General Plan and the goals and development standards of the North Montclair Downtown Specific Plan. Accordingly, staff recommends the City Council take the following actions:

- A. Certify that the Council has reviewed and considered the environmental assessment, based upon the findings of exemption, and concluded that there will be no significant impact on the environment as a result of the proposed land use entitlements and the subsequent construction of the proposed 129-unit residential project.
 1. Adopt the proposed finding that there will be a DeMinimis impact on fish and wildlife.
 2. Direct staff to file a Notice of Determination (NOD) and the applicant to pay appropriate fees within five (5) days of this action.
- B. Adopt Resolution No. 10-2868 approving the following:
 1. Approve Tentative Tract Map No. 18803 subdividing a 6.94-acre site at 4974 Arrow Highway into three (3) numbered lots for condominium purposes and a community center, 30 additional numbered lots (ranging in size from 0.047 to 0.073 acre) for single-family development, and three (3) lettered lots (A through C) for public and private streets within the development, finding that the map is consistent with the Montclair Municipal Code and the State Subdivision Map Act.
 2. Approve a Precise Plan of Design request under Case No. 2010-21 for the site plan, floor plans, elevations, colors, materials, and conceptual landscape plan associated with the proposed 129-unit Arrow Station

residential development at 4974 Arrow Highway and associated on- and off-site improvements per the submitted plans and as described in the agenda report, subject to the conditions in Resolution No. 10-2868.

RESOLUTION NO. 10-2868

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR APPROVING TENTATIVE TRACT MAP NO. 18803 AND A PRECISE PLAN OF DESIGN ASSOCIATED WITH A 129-UNIT RESIDENTIAL DEVELOPMENT WITHIN THE NORTH MONTCLAIR DOWNTOWN SPECIFIC PLAN

WHEREAS, Arrow Highway Investments LLC, owner of property at 4974 Arrow Highway, filed applications on October 25, 2010, for a Tentative Tract Map and Precise Plan of Design (PPD) under Case No. 2010-21 in conjunction with a proposal to construct a 129-unit residential development in the 4900 block of Arrow Highway; and

WHEREAS, on May 15, 2006, the Montclair City Council adopted the North Montclair Downtown Specific Plan (NMDSP), establishing guidelines for development on numerous parcels of land totaling approximately 150 acres in area; and

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

WHEREAS, the subject site is located within the "Corridor Residential" land use district of the NMDSP and within Montclair Redevelopment Project Area No. III; and

WHEREAS, Tentative Tract Map No. 18803 would subdivide the existing 6.94-acre site into 3 numbered lots for condominium purposes and a community center, 30 additional numbered lots (ranging in size from 0.047 to 0.073 acre) for single-family development, and three (3) lettered lots (A-C) for public and private streets within the development; and

WHEREAS, a Precise Plan of Design is requested for the overall site plan, floor plans, elevations, colors, materials, and conceptual landscape plan associated with the 129-unit residential development; and

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

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

WHEREAS, on September 7, 2010, the applicant made a presentation to the City Council at its regular study session to introduce and describe the project. All Council Members were present; and

WHEREAS, on November 22, 2010, the Planning Commission of the City of Montclair conducted a public hearing and considered said application in the manner prescribed by law; and

WHEREAS, the Planning Commission of the City of Montclair has reviewed and recommended approval of said Tentative Tract Map and Precise Plan of Design; and

WHEREAS, the City Council of the City of Montclair finds the requested entitlements to be consistent with the adopted General Plan and the North Montclair Downtown Specific Plan and following good planning principles; and

WHEREAS, public notice of this item was advertised as a public hearing in the *INLAND VALLEY DAILY BULLETIN* newspaper on November 19, 2010, and public hearing notices were mailed out to property owners within a 600-foot radius of the project site boundaries on November 24, 2010; and

WHEREAS, the City Council conducted a duly noticed public hearing on December 6, 2010, at which time all interested parties were provided an opportunity to give testimony for or against the proposal; and

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

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

SECTION 1. Based on the entire record before the City Council, all written and oral evidence presented to the City Council, and the findings set forth in this Resolution, the City Council approves Tentative Tract Map No. 18803 and a Precise Plan of Design under Case No. 2010-21, subject to the conditions of approval in Exhibit "A" and as depicted in the submitted site plan, elevations, and renderings (Exhibit "B").

SECTION 2. Pursuant to California Government Code Section 66410, *et seq.*, based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds as follows with respect to the approval of the Tentative Tract Map No. 18803:

- A. The proposed subdivision is designed, to the extent feasible, to provide for passive or natural heating or cooling opportunities. Proposed buildings on the site are generally oriented, spaced, and designed to allow for access to adequate light and air. Each unit will have operable windows to allow for passive cooling provided by seasonal winds.
- B. The proposed subdivision and the provisions for its design and improvement are consistent with the General Plan for the City of Montclair ("General Plan") and the applicable specific plan, otherwise known as the North Montclair Downtown Specific Plan ("Specific Plan"):
 - 1. The Tentative Tract Map provides for land uses compatible with the "Specific Plan" land use classification for the subject site in the General Plan. The overall goal of the General Plan is to promote good planning practices and orderly development within the City and to

recognize the potential of specific areas for special treatment. Thus, the "Specific Plan" land use classification of the General Plan for the site and surrounding area is in recognition of its proximity to the existing Montclair Transcenter and its potential for development into a viable and thriving transit-oriented community.

2. The Tentative Tract Map provides for land uses compatible with the "Corridor Residential" land use classification for the subject site in the Specific Plan. As envisioned by the Specific Plan, the project will provide a mix of housing types (*e.g.*, detached side-yard housing courtyard housing, etc.), at a density that is consistent with the "Corridor Residential" land use designation for the site. Moreover, the design for the project is of a high quality and consistent with the high expectations for improvements for projects within the Specific Plan planning area.
- C. The subject site is physically suitable for the type and density of development proposed in the Tentative Tract Map given the overall size of the property. The site is 6.94 acres in overall area and is of a configuration that has sufficient width and depth to allow for orderly development as proposed with the project. The project site is also located adjacent to fully improved streets that will provide good access and allow for appropriate internal pedestrian and vehicular circulation. The proposed public streets within the project boundaries will be fully improved and serve to implement the eventual goal of a linked street system that promotes walkability and connectivity to adjacent properties and uses, including the Montclair Transcenter.
- D. The subdivision design and improvements proposed in the Tentative Tract Map are not likely to neither cause substantial environmental damage nor substantially injure fish or wildlife or their habitat. The site is surrounded by urban development and streets, does not contain any bodies of water, and is not linked to any wildlife corridors. The site does not contain any known habitats of significance including rare or endangered species of plant, animal, or insect life.
- E. The subdivision design and type of improvements proposed in the Tentative Tract Map are not likely to cause serious public health problems because all development and public improvements will be performed per the requirements of all applicable standards and codes including the zoning and building codes. As a condition of approval, the applicant is required to submit an acoustical analysis demonstrating that interior noise standards of each unit will comply with Municipal Code requirements.
- F. The subdivision design and type of improvements proposed in the Tentative Tract Map will not conflict with easements acquired by the public at large for access through or use of the subject site because no such easements exist on the subject site.
- G. The discharge of waste into the existing sanitary sewer system from the development proposed in the Tentative Tract Map will not cause a

violation of existing requirements prescribed by the Regional Water Quality Control Board. The entire project will be required to connect to a sanitary sewer system pursuant to California Plumbing Code and Municipal Code requirements. A sewer main exists in the Arrow Highway right-of-way and is in close proximity to the site to facilitate ease of connection.

SECTION 3. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds as follows with respect to the approval of a Precise Plan of Design under Case No. 2010-21:

- A. The property is of a size and shape to support the proposed project. At 6.94 acres in area, the site is of sufficient size and shape to accommodate the proposed development as designed. The property is appropriately connected to existing developed roadways to allow for ease of access and vehicular circulation.
- B. The proposed project will not have an adverse impact on or substantially depreciate property values in the vicinity; or unreasonably interfere with use and enjoyment of property in the vicinity; or endanger the public peace, health, safety, or general welfare. The residential development proposed for the site is consistent with the allowable uses of the residential zoning designation for the site.
- C. The project is well designed and promotes orderly development. Overall, the project is consistent with the design standards of the Specific Plan. Architectural details and materials are of a high quality and appropriate to the proposed architectural style of the project. Proposed landscaping is complementary to the architecture, well distributed around the site, and designed to conserve water. Finally, the proposed site plan is generally consistent with the development pattern suggested by the Specific Plan; does not overcrowd the site; and, when completed, will represent a positive improvement to the adjacent street on which it has frontage.

SECTION 4. Pursuant to Section 66412.3 of the Government Code, based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds the subdivision and improvements proposed help the City of Montclair to meet its regional housing needs because the project proposes construction of a variety of housing types for various income levels. In addition, approval of the condominium component of the project requires the applicants to comply with the City's Inclusionary Housing Ordinance. Compliance with the Ordinance will require the applicant to deed restrict 15 percent of the units for occupancy by low- and/or moderate-income households. The availability of these units will also assist the City in meeting its regional housing goals and low- and moderate-income production goals within this Redevelopment Project Area.

SECTION 5. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds the nature and extent of the dedications, reservations, impact fees, and other exactions are reasonably related to public needs and roughly proportional to the impacts created by the subdivision and improvements proposed in the Tentative Tract Map.

SECTION 6. Based upon the facts and information contained in the application, together with all written and oral reports included for the environmental assessment for the application, the City Council finds that no subsequent or supplemental environmental document is required pursuant to CEQA in connection with the review and approval of this application based upon the following findings and determinations:

- A. Pursuant to CEQA, the City certified an Environmental Impact Report (EIR) on May 15, 2006, in connection with the City's approval of the North Montclair Downtown Specific Plan and its anticipated improvements. Pursuant to CEQA Guidelines Sections 15162 and 15182, no subsequent or supplemental EIR or Negative Declaration is required in connection with subsequent discretionary approvals of the same project unless: (1) substantial changes are proposed to the project that indicate new or more severe impacts on the environment; (2) substantial changes have occurred in the circumstances under which the project was previously reviewed that indicates new or more severe environmental impacts; (3) new important information shows the project will have new or more severe impacts than previously considered; or (4) additional mitigation measures are now feasible to reduce impacts or different mitigation measures can be imposed to substantially reduce impacts.
- B. The City Council finds, in connection with the proposed Arrow Station project (Case No. 2010-21) that substantial changes to the project or the circumstances surrounding the proposed project have not changed, which would create new or more severe impacts than those evaluated in the previously certified EIR. The Arrow Station project conforms to the requirements of the NMDSP and is consistent with land use designations and density standards for the subject site. Staff further finds that the project will not have one or more significant effects not discussed in the previously certified EIR, will not have more severe effects than previously analyzed, and that additional or different mitigation measures are not required to reduce the impacts of the project to a level of less than significant.
- C. The City Council finds there is no substantial evidence the project may have a significant effect on the environment and directs staff to prepare a Notice of Exemption and a DeMinimis finding of no effect on fish and wildlife.
- D. Based on these findings and all evidence in the record, the City Council concurs with staff's determination that no additional environmental review is required pursuant to CEQA in connection with the City's consideration of Case No. 2010-21 for the Arrow Station residential development.

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

SECTION 8. Effective Date. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED this XX day of XX, 2010.

Mayor

ATTEST:

City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 10-2868 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, 2010, and that it was adopted by the following vote, to-wit:

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

Donna M. Jackson
City Clerk

EXHIBIT A
Conditions of Approval
Case No. 2010-21

Project Approvals & General Conditions

1. This approval is for the following:
 - a. Tentative Tract Map No. 18803, subdividing an existing 6.94-acre site into three (3) numbered lots for condominium purposes and a community center, 30 additional numbered lots (ranging in size from .047 to .073 acres) for single-family development, and three (3) lettered lots (A-C) for public and private streets within the development, and associated on- and off-site public improvements; and
 - b. A Precise Plan of Design (PPD) for the site plan, floor plans, elevations, colors and materials, and conceptual landscape plan associated with the construction of the 129 dwelling units as described in the staff report and depicted on approved plans on file with the Planning Division.

These entitlements are granted based upon the submitted Tentative Tract Map dated November 18, 2010, and the architectural plans dated December 6, 2010. The maps, plans, and elevations are approved as submitted and modified or conditioned herein and shall not be further modified, amended, or altered. Approval of the entitlements shall not relieve the subdivider and/or applicant from complying with all federal and state laws, as well as all requirements of the Montclair Municipal Code.

2. Any modification, intensification, or expansion of the use beyond that which is specifically approved by the above-noted entitlements and that is not reflected in the map, plans, and drawings approved with this action by the City Council shall require review and approval by the City Council, except as otherwise noted herein.
3. In the event that exhibits and written conditions are inconsistent, the written conditions shall prevail.
4. Within five days of City Council approval, the applicant shall submit a check in the amount of \$50 to cover the County administrative fee for filing a Notice of Exemption as required by the California Environmental Act (CEQA). The check shall be made payable to the Clerk of the Board of Supervisors.
5. The applicant shall defend, indemnify, and hold harmless, the City of Montclair, its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul any approval of the City, whether by its City Council, Planning Commission, or other authorized board or officer of this subdivision. Pursuant to California Government Code Section 66474.9, the subdivider and applicant also agrees to defend, indemnify, and hold harmless, the City of Montclair, its agents, officers, and employees from any claim, action, or proceeding against

the City or its agents, officers, or employees to attack, set aside, void, or annul any map approval of the City, whether by its City Council, Planning Commission, or other authorized board or officer of this subdivision, which action is brought within the time period provided for in Government Code Section 66499.37. The City shall promptly notify the subdivider and applicant of any such claim, action, or proceeding; and the City shall cooperate fully in the defense.

6. Notice to Applicant/Subdivider: The conditions of approval for this project include certain fees, dedication requirements, reservation requirements, inclusionary housing requirements, and/or other exactions more specifically described in the conditions of approval herein. The subdivider/applicant is hereby notified that the 90-day protest period to challenge such items has begun as of the date of the project approval. For purposes of this notice, "project approval" shall mean the date that the City Council approves the Tentative Tract Map and Precise Plan of Design for the project. All impact fees shall be due and payable at the time stated in the adopted ordinance, resolution or policy adopting and imposing such fees. If the applicant fails to file a protest regarding any of the fees, dedications, reservations, inclusionary housing requirements or other exaction requirements as specified in Government Code §66020, the subdivider/applicant shall be legally barred from later challenges.
7. The subdivider/applicant shall reimburse the City for the legal costs associated with the preparation/review of any agreements and covenants required by these conditions.

Tentative Map (Condominium Conditions)

Planning

8. The applicant and/or property owner shall ensure that a copy of this Resolution is reproduced on the first page of the construction drawings and shall be distributed to all design professionals, contractors, and subcontractors participating in the construction phase of the Project.
9. A single final map for the project shall be filed for recordation, unless the City approves the filing of multiple final maps and a phasing plan in accordance with California Government Code Section 66456.1.
10. Prior to recordation of a final map, the subdivider and applicant shall pay any outstanding fees and charges related to the reimbursement agreement entered into with the City of Montclair for the processing of these entitlements.
11. The tentative map shall expire three years from the date of City Council approval unless extended under Government Code Section 66452.6. The final map shall be filed with the City Engineer and shall comply with the Subdivision Map Act of the State of California and all applicable Ordinances, requirements, and Resolutions of the City of Montclair.
12. The subdivider and/or applicant shall agree to annex to Community Facilities District 2010-1 ("CFD") pursuant to the terms of Government Code

Section 53311, *et seq.*, the territory of which shall include the boundaries of the Project (the "Property") for the purposes of the payment of maintenance and operation costs associated with certain facilities within the Project, including, but not limited to, common landscaping, street lighting within the public rights-of-way in and adjacent to the Property, parks, storm water management facilities, and other improvements located within the boundaries of the CFD, fire protection and suppression services and public safety services for the Project ("CFD Improvements"). The CFD shall be formed and the special tax recorded prior to recordation of a final map for the Project or the issuance of the first building permit, whichever occurs first. The subdivider and applicant further expressly agree that failure to annex to said CFD will result in disapproval of any building permits for the Project.

The subdivider and/or applicant also agree that additional areas may be annexed into the CFD, provided, however, that after giving effect to such annexation, the owner, subdivider and applicant is subject only to its fair share of the obligations and costs incurred as a result of the annexation. The subdivider and/or applicant agree to cooperate fully in any such annexation proceedings. Such agreement not to protest the annexation of additional areas is applicable only to the extent that the CFD obligations paid by the Property owners do not exceed their current assessments.

If, for any reason whatsoever, the Property or portion thereof does not become part of a CFD or if any such CFD that is formed does not provide for the maintenance of the entirety of the CFD Improvements within the Property, or any portion thereof, then such CFD Improvements shall be maintained by a private property owners association, or an adequate alternative reasonably acceptable to the City, to undertake such work. The homeowners association covenants, conditions and restrictions (CC&Rs) shall include a requirement that the homeowners association pay the assessment and that the assessment provisions contained in the CC&Rs can only be amended with the approval of the City. Failure to provide for the creation of such an owners association, CC&Rs and/or an adequate alternative reasonably acceptable to the City shall result in the disapproval of subsequent permits with respect to the Property, or any portion thereof.

13. Prior to approval of any final map for Lots 1-3 of Tract Map No. 18803, the applicant shall, at the applicant's expense, prepare and submit covenants, conditions and restrictions (CC&Rs) for the "Urban Courtyard" (rental) portion of the project to the Director of Community Development, in a form and content satisfactory to the Director of Community Development and City Attorney. The CC&Rs shall be reviewed by the Director of Community Development and City Attorney, at the applicant's expense, and shall, upon approval of the City, be recorded in the Office of the County Recorder of the County of San Bernardino prior to rental of the first unit. The applicant has represented to the City that it intends to lease or rent units within buildings in the "Urban Courtyard" portion of the Project until a date uncertain in the future when the applicant reserves the option to convert the project, or portions of the project into condominiums and/or sell individual lots for the purpose of converting such lot(s) into condominiums. In the event the applicant or any successor(s) desire to operate a mixed condominium-rental development, the CC&Rs shall make

provisions for operation of the project as a mixed project with the applicable owners participating in the proposed homeowners association to be formed. As such, prior to the conversion of the Project to condominiums or the conversion of any single unit within a building to condominiums, the applicant shall submit a Condominium Plan to the City for review and approval by the Planning Division and City Attorney prior to the sale of any condominium unit.

The CC&Rs to be submitted to the City and recorded against the property shall state that the applicant/developer and/or professional management company shall be responsible for ongoing maintenance of all buildings and grounds within the Project including roadways, retaining walls, drainage facilities, and water and sewer systems as described herein, as well as the management of all aspects of the rental project.

Maintenance Obligations

The CC&Rs shall make provision for the following maintenance obligations:

- a. Street Maintenance. All private streets within the rental project shall be owned by and the cost of repairing and maintaining them shall be borne by the applicant/developer and/or a professional management company. Street maintenance shall be addressed in the CC&Rs and shall not be dedicated to the City for maintenance.
- b. On-site Easements. The cost of establishing any on-site easements shall be borne by the subdivider or successor(s) and the cost of maintaining any on-site easements shall be borne by the applicant/developer and/or a professional management company. All on-site easements shall be addressed in the CC&Rs and shall not be dedicated to the City.
- c. Storm Drain Maintenance. The on-site storm drainage system shall be owned by and the cost of repairing and maintaining it shall be borne by the applicant/developer and/or a professional management company. Maintenance of the storm drain system shall be addressed in the CC&Rs and shall not be dedicated to the City. The CC&Rs shall provide that the City have a right to make necessary repairs to any drainage facilities that are the responsibility of the applicant/developer and/or professional management company and create nuisance conditions on property outside of the boundaries of the area owned by or under the control of the applicant/developer and/or a professional management company when said parties have been advised in writing of the need to make repairs and has not done so.
- d. Parking Space Use and Maintenance. All on-site guest parking spaces shall be owned by and the cost of repairing and maintaining them borne by the applicant/developer and/or a professional management company. Parking spaces, restrictions, and enforcement of the restrictions shall be addressed in the CC&Rs and shall not be dedicated to the City for maintenance. The CC&Rs shall include and provide for the expenses associated with the monitoring and towing of illegally parked vehicles owned by any member. The CC&Rs shall require

compliance with the approved Parking Management Plan, approved by the City.

- e. On-site Parking. The CC&Rs shall stipulate that no utility trailers, commercial or construction vehicle of any length, watercraft, or recreational vehicles shall be permitted to be stored or parked overnight on any private street and/or parking areas within the complex. "Recreational vehicle" shall be generally defined as a motor home, travel trailer, truck camper, or camping trailer with or without motive power designed for human habitation for recreational or emergency occupancy.
- f. Lighting Maintenance. The applicant/developer and/or professional management company shall be responsible for maintenance of exterior on-site lighting and shall promptly replace nonfunctioning lights and broken or damaged lighting devices.
- g. Garage Use. The CC&Rs shall stipulate that garages shall, at all times, be available for the parking of vehicles assigned to units within the rental project and in accordance with the approved Parking Management Plan. Storage within garages shall be allowed only to the extent such storage does not impede access to the parking space(s) within the garage.
- h. Additional Common Areas. In addition to the maintenance of the exterior of buildings and grounds within the Project including roadways, retaining walls, drainage facilities, and water and sewer systems as described herein, the CC&Rs shall provide for the continuing maintenance by the applicant/developer and/or professional management company of all additional common areas and facilities including the private streets, auto courts, speed bumps, traffic control signs and devices, common landscaping and irrigation, including perimeter landscaping adjacent to the public streets, and all perimeter walls. All landscaped areas shall be maintained in accordance with the property maintenance standards contained in the Montclair Municipal Code.

Management Obligations

The CC&Rs shall make provision for the following management obligations:

- i. Certified Residential Management Company. The applicant/developer shall be required to retain the services of a California Certified Residential Property Management Company. The City shall approve the Management Company selected; however, such approval shall not be unreasonably withheld if the Management Company is certified.
- j. Management Obligations. The Management Company shall maintain a 24-hour presence on-site to ensure that all rules and regulations are being followed and use of the facilities are managed. In addition to the placement and maintenance of security cameras within the project, the Management Company shall contract with a state-licensed security

company to provide daily security patrol services or be available for on-call services 24 hours per day.

- k. Registration and Management of Rentals. The applicant/developer and/or Management Company shall develop all rules, documents and procedures to assure all rental occupancies of units are professionally managed including but not limited to:
 - ✓ Application(s)
 - ✓ Crime Free Addendum and other required addenda to application
 - ✓ Tenant-screening tools including, but not limited to, (1) credit check including unlawful detainer; and (2) criminal background check
- l. Occupancy of Rented Units and Tenant Screening Requirements. Leases or rental agreements for the occupancy of individual units to persons not listed on the grant deed to the unit shall be prohibited unless such leases or rental agreements are managed by the Management Company. All non-owner occupants, with the exception of minors, occupying a unit shall be required to complete a rental application and submit it to the Management Company to initiate the tenant screening process. The tenant screening documents and procedures must receive the prior approval of the City. Any changes to the documents and procedures pertaining to the application and tenant screening procedures must receive the prior approval of the City.
- m. Compliance with Rules. Renters occupying units within the Project shall be subject to all rules and regulations developed by the applicant/developer and Management Company. The applicant/developer and/or Management Company shall establish a warning and fine system for violation of the rules and regulations. The rules established by the Management Company for rental of units shall include provisions for eviction of tenants for violations of the rules and regulations of the project.
- n. Maintenance of Interior of Units. The Management Company shall also develop and implement rules for maintenance and upkeep of the interior of the rental units. The owner of the rental unit shall execute a contract with the Management Company regarding interior maintenance of the units.
- o. Compliance with Parking Management Plan. The applicant/developer and/or Management Company shall require compliance with the approved Parking Management Plan. The Management Company shall be responsible for implementation of such Parking Management Plan. The Parking Management Plan shall include a record of the number spaces assigned to individual units and an identification of guest parking spaces.
- p. Use of Community Center and Common Recreational Facilities. The CC&Rs shall clearly delineate that all residents of the Urban Courtyard

portion of the Project are permitted to use the Community Center and recreational facilities located on Lot 3 and a joint use agreement or Master CC&Rs shall be developed for review and approval by the Director of Community Development and City Attorney detailing the responsibilities and rights of the applicant/developer and/or Management Company regarding maintenance and upkeep. Said agreement or Master CC&Rs shall be recorded with the County of San Bernardino.

The CC&Rs shall contain provisions permitting the City to enforce all maintenance and management obligations of the applicant/developer and/or Management Company in the event it fails to carry them out, including the power, after proper notice, to establish a lien against the property of the applicant/developer for the costs of maintenance and enforcement. The CC&Rs shall include language establishing such a lien or require that a separate agreement be entered into with the City establishing such lien.

14. Prior to approval of any final map for condominium purposes on Lots 1 and 2 of Tract Map No. 18803, the applicant shall, at the applicant's expense, prepare and submit covenants, conditions and restrictions (CC&Rs) for a condominium project to the Director of Community Development, in a form and content satisfactory to the Director of Community Development and City Attorney, prior to the sale of any unit in the "Urban Courtyard" portion of the project for condominium purposes. The CC&Rs shall be reviewed by the Director of Community Development and City Attorney, at the applicant's expense, and shall, upon approval of the City, be recorded in the Office of the County Recorder of the County of San Bernardino prior to the sale of any condominium unit. The applicant has represented to the City that it intends to lease or rent units within buildings in the "Urban Courtyard" portion of the Project until a date uncertain in the future when the applicant reserves the option to convert the project, or portions of the project into condominiums and/or sell individual lots for the purpose of converting such lot(s) into condominiums. In the event the applicant or any successor(s) desire to operate a mixed condominium-rental development, the CC&Rs shall make provisions for operation of the project as a mixed project with the applicable owners participating in the proposed homeowners association to be formed. As such, prior to the conversion of the Project to condominiums or the conversion of any single unit within a building to condominiums, the applicant shall submit a Condominium Plan to the City for review and approval by the Planning Division and City Attorney prior to the sale of any condominium unit.

The CC&Rs shall also state that prior to the sale of the first condominium unit, the applicant or its successor(s) or assign(s), if any, will comply with all applicable conditions of approval and California Government Code Section 66459, obtain a Final Subdivision Public Report from the California Department of Real Estate (DRE), form a condominium homeowners association, file Articles of Incorporation for the condominium homeowners association (or other appropriate organizational document) with the California Secretary of State, adopt bylaws, and comply with the Davis-Sterling Common

Interest Development Act, the Subdivided Lands Act, and any successor or other statutes that may apply.

The CC&Rs to be submitted to the City and recorded against the property shall state that the condominium homeowners association shall be responsible for ongoing maintenance of all buildings and grounds within the Project including roadways, retaining walls, drainage facilities, and water and sewer systems as described herein, as well as the management of all aspects of condominium project.

Maintenance Obligations

The CC&Rs shall make provision for the following maintenance obligations:

- a. **Street Maintenance.** All private streets within the Condominium Development shall be owned by and the cost of repairing and maintaining them shall be borne by an established condominium homeowners association. Street maintenance shall be addressed in the CC&Rs and shall not be dedicated to the City for maintenance.
- b. **On-site Easements.** The cost of establishing any on-site easements shall be borne by the subdivider or successor(s) and the cost of maintaining any on-site easements shall be borne by an established condominium homeowners association. All on-site easements shall be addressed in the CC&Rs and shall not be dedicated to the City.
- c. **Storm Drain Maintenance.** The on-site storm drainage system shall be owned by and the cost of repairing and maintaining it shall be borne by an established condominium homeowners association. Maintenance of the storm drain system shall be addressed in the CC&Rs and shall not be dedicated to the City. The CC&Rs shall provide that the City have a right to make necessary repairs to any drainage facilities that are the responsibility of the condominium homeowners association and create nuisance conditions on property outside of the boundaries of the area owned by or under the control of the condominium homeowners association when the Association has been advised in writing of the need to make repairs and has not done so.
- d. **Parking Space Use and Maintenance.** All on-site guest parking spaces shall be owned by and the cost of repairing and maintaining them borne by an established condominium homeowners association. Parking spaces, restrictions, and enforcement of the restrictions shall be addressed in the CC&Rs and shall not be dedicated to the City for maintenance. The CC&Rs shall include and provide for the expenses associated with the monitoring and towing of illegally parked vehicles owned by any member. The CC&Rs shall require compliance with the approved Parking Management Plan, approved by the City.
- e. **On-site Parking.** The CC&Rs shall stipulate that no utility trailers, commercial or construction vehicle of any length, watercraft, or recreational vehicles shall be permitted to be stored or parked overnight on any private street and/or parking areas within the complex.

"Recreational vehicle" shall be generally defined as a motor home, travel trailer, truck camper, or camping trailer with or without motive power designed for human habitation for recreational or emergency occupancy.

- f. Lighting Maintenance. The condominium homeowners association shall be responsible for maintenance of exterior on-site lighting and shall promptly replace nonfunctioning lights and broken or damaged lighting devices.
- g. Garage Use. The CC&Rs shall stipulate that garages shall, at all times, be available for the parking of vehicles assigned to the applicable condominium unit and in accordance with the approved Parking Management Plan. Storage within garages shall be allowed only to the extent such storage does not impede access to the parking space(s) within the garage.
- h. Additional Common Areas. In addition to the maintenance of the exterior of buildings and grounds within the Project including roadways, retaining walls, drainage facilities, and water and sewer systems as described herein, the CC&Rs shall provide for the continuing maintenance by the condominium homeowners association of all additional common areas and facilities including the private streets, auto courts, speed bumps, traffic control signs and devices, common landscaping and irrigation, including perimeter landscaping adjacent to the public streets, and all perimeter walls. All landscaped areas shall be maintained in accordance with the property maintenance standards contained in the Montclair Municipal Code.

Management Obligations

The CC&Rs shall make provision for the following management obligations:

- i. Certified Residential Management Company. The HOA shall be required to retain the services of a California Certified Residential Property Management Company. The City shall approve the Management Company selected; however, such approval shall not be unreasonably withheld if the Management Company is certified.
- j. Management Obligations. The Management Company shall maintain a 24-hour presence on-site to ensure that all rules and regulations are being followed and use of the facilities are managed. In addition to the placement and maintenance of security cameras within the project, the Management Company shall contract with a state-licensed security company to provide daily security patrol services or be available for on-call services 24 hours per day.
- k. Registration and Management of Condo Rentals. If Owners of condominium units convert any unit or units to rental occupancies, management of those units shall be registered with the HOA and the Management Company. Further, such rented or leased units shall be managed by the Management Company retained by the HOA and approved by the City. The Management Company shall develop all rules,

documents and procedures to assure all rental occupancies of condominium units are professionally managed including but not limited to:

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

- l. Occupancy of Rented Condo Units and Tenant Screening Requirements. Leases or rental agreements for the occupancy of individual condominium units to persons not listed on the grant deed to the unit shall be prohibited unless such leases or rental agreements are managed by the Management Company. All non-owner occupants, with the exception of minors, occupying a unit shall be required to complete a rental application and submit it to the Management Company to initiate the tenant screening process. The tenant screening documents and procedures must receive the prior approval of the City. Any changes to the documents and procedures pertaining to the application and tenant screening procedures must receive the prior approval of the City.
- m. Compliance with Rules. Renters occupying units within the Project shall be subject to all rules and regulations developed by the HOA and Management Company. The HOA shall establish a warning and fine system for violation of the rules and regulations. If renters of units violate rules and regulations, the owner of the rental unit shall be responsible for payment of such fines for violation of the rules by their tenant(s). The rules established by the Management Company for rental of units to non-owners shall include provisions for eviction of non-owner tenants for violations of the rules and regulations of the project. The rules shall also include provisions for imposing penalties on Owners who fail to evict such tenants.
- n. Maintenance of Interior of Units. The Management Company shall also develop and implement rules for maintenance and upkeep of the interior of the rental units. The owner of the rental unit shall execute a contract with the Management Company regarding interior maintenance of the units.
- o. Compliance with Parking Management Plan. The HOA shall require compliance with the approved Parking Management Plan. The Management Company shall be responsible for implementation of such Parking Management Plan. The Parking Management Plan shall include a record of the number spaces assigned to individual units and an identification of guest parking spaces.
- p. Limitations on Multiple Ownership of Condo Units in Same Building. The CC&Rs shall state that no owner or entity shall own more than two condominium units within each building.

- q. Use of Community Center and Common Recreational Facilities. The CC&Rs shall clearly delineate that all residents of the Urban Courtyard portion of the Project are permitted to use the Community Center and recreational facilities located on Lot 3 and a joint use agreement or Master CC&Rs shall be developed for review and approval by the Director of Community Development and City Attorney detailing the responsibilities and rights of the homeowners association regarding maintenance and upkeep. Said agreement or Master CC&Rs shall be recorded with the County of San Bernardino.

The CC&Rs shall contain provisions permitting the City to enforce all maintenance and management obligations of the HOA in the event it fails to carry them out, including the power, after proper notice, to establish a lien against the property of both the association and individual properties for the costs of maintenance and enforcement. The CC&Rs shall include language establishing such a lien or require that a separate agreement be entered into with the City establishing such lien.

15. Prior to approval of any final map covering Lots 4 through 33 of Tract Map No. 18803, the applicant shall, at the applicant's expense, prepare and submit covenants, conditions and restrictions (CC&Rs) for the single-family portion of the Project to the Director of Community Development, in a form and content satisfactory to the Director of Community Development and City Attorney, prior to the sale of any unit in the "Urban Side Yard" portion of the Project. The CC&Rs shall be reviewed by the Director of Community Development and City Attorney, at the applicant's expense, and shall, upon approval of the City, be recorded in the Office of the County Recorder of the County of San Bernardino prior to the sale of any single-family dwelling unit.

The CC&Rs shall also state that prior to the sale of the first single-family dwelling unit, the applicant or its successor(s) or assign(s), if any, will comply with all applicable conditions of approval and California Government Code Section 66459, obtain a Final Subdivision Public Report from the California Department of Real Estate (DRE), form a homeowners association, file Articles of Incorporation for the homeowners association (or other appropriate organizational document) with the California Secretary of State, adopt bylaws, and comply with the Davis-Sterling Common Interest Development Act, the Subdivided Lands Act, and any successor or other statutes that may apply.

The CC&Rs to be submitted to the City and recorded against the property shall state that the homeowners association shall be responsible for ongoing maintenance of all buildings and grounds within the Project including private roadways, retaining walls, drainage facilities, and water and sewer systems as described herein, as well as the management of all aspects of the common areas of the Project.

Maintenance Obligations

The CC&Rs shall make provision for the following maintenance obligations:

- a. Street Maintenance. All private streets within the single-family detached development shall be owned by and the cost of repairing and maintaining them shall be borne by an established homeowners association. Street maintenance shall be addressed in the CC&Rs and shall not be dedicated to the City for maintenance.
- b. On-site Easements. The cost of establishing any on-site easements shall be borne by the subdivider or successor(s) and the cost of maintaining any on-site easements shall be borne by an established homeowners association. All on-site easements shall be addressed in the CC&Rs and shall not be dedicated to the City.
- c. Storm Drain Maintenance. All portions of the on-site storm drainage system not located within public streets shall be owned by and the cost of repairing and maintaining them shall be borne by an established homeowners association. Maintenance of the storm drain system shall be addressed in the CC&Rs and shall not be dedicated to the City. The CC&Rs shall provide that the City have a right to make necessary repairs to any drainage facilities that are the responsibility of the homeowners association and create nuisance conditions on property outside of the boundaries of the area owned by or under the control of the homeowners association when the Association has been advised in writing of the need to make repairs and has not done so.
- d. Parking Space Use and Maintenance. All on-site guest parking spaces shall be owned by and the cost of repairing and maintaining them borne by an established homeowners association. Parking spaces, restrictions, and enforcement of the restrictions shall be addressed in the CC&Rs and shall not be dedicated to the City for maintenance. The CC&Rs shall include and provide for the expenses associated with the monitoring and towing of illegally parked vehicles owned by any member. The CC&Rs shall require compliance with the approved Parking Management Plan, approved by the City.
- e. On-site Parking. The CC&Rs shall stipulate that no utility trailers, commercial or construction vehicle of any length, watercraft, or recreational vehicles shall be permitted to be stored or parked overnight on any private street and/or parking areas within the complex. "Recreational vehicle" shall be generally defined as a motor home, travel trailer, truck camper, or camping trailer with or without motive power designed for human habitation for recreational or emergency occupancy.
- f. Lighting Maintenance. The homeowners association shall be responsible for maintenance of exterior on-site lighting and shall promptly replace nonfunctioning lights and broken or damaged lighting devices.
- g. Garage Use. The CC&Rs shall stipulate that garages shall, at all times, be available for the parking of vehicles assigned to the applicable single-family dwelling unit and in accordance with the approved Parking Management Plan. Storage within garages shall be allowed only to the extent such storage does not impede access to the parking space(s) within the garage.

- h. Additional Common Areas. In addition to the maintenance of the exterior of buildings and grounds within the Project including roadways, retaining walls, drainage facilities, and water and sewer systems as described herein, the CC&Rs shall provide for the continuing maintenance by the homeowners association of all additional common areas and facilities including the private streets, auto courts, speed bumps, traffic control signs and devices, common landscaping and irrigation, including perimeter landscaping adjacent to the public streets, and all perimeter walls. All landscaped areas shall be maintained in accordance with the property maintenance standards contained in the Montclair Municipal Code.

Management Obligations

The CC&Rs shall make provision for the following management obligations:

- i. Certified Residential Management Company. The HOA shall be required to retain the services of a California Certified Residential Property Management Company. The City shall approve the Management Company selected; however, such approval shall not be unreasonably withheld if the Management Company is certified.
- j. Management Obligations. The Management Company shall maintain a 24-hour presence on-site to ensure that all rules and regulations are being followed and use of the facilities are managed. In addition to the placement and maintenance of security cameras within the project, the Management Company shall contract with a state-licensed security company to provide daily security patrol services or be available for on-call services 24 hours per day.
- k. Registration and Management of Rentals. If Owners of single-family dwelling units convert any unit or units to rental occupancies, management of those units shall be registered with the HOA and the Management Company. Further, such rented or leased units shall be managed by the Management Company retained by the HOA and approved by the City. The Management Company shall develop all rules, documents and procedures to assure all rental occupancies of single-family dwelling units are professionally managed including but not limited to:
- ✓ Application(s)
 - ✓ Crime Free Addendum and other required addenda to application
 - ✓ Tenant-screening tools including, but not limited to, (1) credit check including unlawful detainer; and (2) criminal background check
- l. Occupancy of Rented Single-Family Dwelling Units and Tenant Screening Requirements. Leases or rental agreements for the occupancy of individual single-family dwelling units to persons not listed on the grant deed to the unit shall be prohibited unless such leases or rental agreements are managed by the Management Company. All non-owner

occupants, with the exception of minors, occupying a unit shall be required to complete a rental application and submit it to the Management Company to initiate the tenant screening process. The tenant screening documents and procedures must receive the prior approval of the City. Any changes to the documents and procedures pertaining to the application and tenant screening procedures must receive the prior approval of the City.

- m. **Compliance With Rules.** Renters occupying single-family dwelling units within the Project shall be subject to all rules and regulations developed by the HOA and Management Company. The HOA shall establish a warning and fine system for violation of the rules and regulations. If renters of units violate rules and regulations, the owner of the rental unit shall be responsible for payment of such fines for violation of the rules by their tenant(s). The rules established by the Management Company for rental of units to non-owners shall include provisions for eviction of non-owner tenants for violations of the rules and regulations of the project. The rules shall also include provisions for imposing penalties on Owners who fail to evict such tenants.
- n. **Maintenance of Interior of Units.** The Management Company shall also develop and implement rules for maintenance and upkeep of the interior of the rental units. The owner of the rental unit shall execute a contract with the Management Company regarding interior maintenance of the units.
- o. **Compliance with Parking Management Plan.** The HOA shall require compliance with the approved Parking Management Plan. The Management Company shall be responsible for implementation of such Parking Management Plan. The Parking Management Plan shall include a record of the number spaces assigned to individual units and an identification of guest parking spaces.

The CC&Rs shall contain provisions permitting the City to enforce all maintenance and management obligations of the HOA in the event it fails to carry them out, including the power, after proper notice, to establish a lien against the property of both the association and individual properties for the costs of maintenance and enforcement. The CC&Rs shall include language establishing such a lien or require that a separate agreement be entered into with the City establishing such lien.

- 16. The subdivider shall comply with the City's adopted inclusionary housing ordinance (Ordinance No. 05-866). The subdivider shall provide 15 percent required housing for low- to moderate-income households. As currently interpreted by California case law, the Ordinance applies to new for-sale residential development or ownership conversions located within redevelopment project area boundaries, but does not apply to the rental of such units prior to their sale as individual condominiums. Since the subject property lies within City of Montclair Redevelopment Agency Redevelopment Project Area No. III, the project shall be subject to the provisions of Ordinance No. 05-866, as such Ordinance may be interpreted by California law. The

project and its conditions of approval have been evaluated and approved by the City, and accepted by the applicant, based on the interpretation of current California case law prohibiting the City's application of inclusionary housing requirements to the rental of Project units prior to their sale as individual condominiums. Applicant or its successor(s) or assign(s) shall obtain a vested right to rent all units within the Urban Courtyard (multifamily) portion of the Project pending their sale as individual condominiums upon the earlier of the following: (1) issuance of a Final Subdivision Public Report ("White Report") by the California Department of Real Estate (DRE) for the conversion of rental units to condominiums; or (2) initiation of construction pursuant to the first building permit issued for the Project. The developer shall agree to satisfy the requirements of Ordinance No. 05-866 through a separate and subsequent agreement approved and adopted by the City Council consistent with the terms of this Condition prior to the approval of a final map. Subject to the provisions of Condition No. 6 herein, the developer shall agree that approval by the City of the requested entitlements shall constitute in its entirety the City's compliance with the density bonus provision of Government Code Section 65915.

Precise Plan and Project Construction Conditions

17. Precise Plan of Design (PPD) approval shall be valid for a period of one year and shall automatically expire on the anniversary date of City Council approval, unless the applicant is diligently pursuing building plan check toward eventual construction of the project. The applicant and/or property owner shall be responsible to apply for a time extension at least 30 days prior to the approval's expiration date. No further notice from the City will be given regarding the project's PPD expiration date.
18. Prior to the issuance of any building permit or recordation of a final map, the applicant, or its successor(s) or assign(s) shall record a covenant and agreement (Operations Agreement) against the entire property providing for the perpetual maintenance of all buildings and improvements, including roadways, retaining walls, drainage facilities, and water and sewer systems. The Operations Agreement shall be effective during the time that the Project is not operated as a condominium project or until such time as a homeowners association is established to take over the maintenance of the Project. The Operations Agreement shall contain affirmative covenants for the maintenance of all such improvements, provisions for the professional management of the project, provisions for on-site security consistent with Condition Nos. 13.j, 14.j, and 15.j ("Management Obligations") herein, mechanisms for City enforcement of the covenants and financial security to pay for any remedial actions taken as a result of noncompliance, including, but not limited to, the right to establish a lien against the property, after proper notice, to secure the costs of maintenance and enforcement of the Operations Agreement. The Operations Agreement shall be approved by the City Council and may not be cancelled or amended without City approval. Property shall be maintained in accordance with the property maintenance standards contained in the Montclair Municipal Code.
19. Prior to the issuance of any building permit or recordation of the final map (whichever occurs first), the applicant shall record a covenant and agreement

against Lots 1-3 of the Project prohibiting the sale of any individual building within the Project for purposes of rental or lease (non-condominium). The covenant and agreement may be a part of the Operations Agreement required in Condition No. 18 herein and shall be approved by the City Council. It may not be cancelled or amended without City approval.

20. Prior to the issuance of any building permit, the applicant shall:

- a. Submit for staff review and approval final architectural and building design plans for the Community Center proposed for Lot 3 of the map. The design of the building and exterior improvements shall be architecturally compatible with the designs of both the multifamily units and the single-family residences within the development.
- b. Identify and designate a location along the northerly property line of the subject property to the satisfaction of the City Planner where access to a future pedestrian ramp to the Metrolink platform shall be provided. The retaining wall and fencing at the approved location shall be designed so that it may be easily modified in the future if necessary approvals for said pedestrian ramp are obtained.

The applicant shall diligently work with the City and the Southern California Regional Rail Authority (SCRRA) to determine if a direct pedestrian connection to the Transcenter platforms can be made from the subject property and is feasible in the near future.

- c. Prepare and submit for staff approval a set of architectural criteria for inclusion with the CC&Rs for the Urban Side Yard homes portion of the project to ensure design consistency for future improvements that may be added by homeowners in the "front" and side yards, including, but not limited to, arbor/patio covers, gates, patio furniture visible to the streets (private and public), etc.
21. In the event the final map is not recorded, the applicant shall comply with Condition No. 12 requiring the annexation to a CFD for the CFD Improvements prior to the issuance of any building permit. The applicant shall also submit a Parking Management Plan detailing the parking spaces assigned to each unit and the location of all guest parking spaces.
22. Prior to the issuance of building permits for the project, the applicant shall provide a written report from a qualified acoustical consultant indicating that the project will meet City requirements for exterior and interior noise levels. All sound attenuation measures (i.e. dual-paned glazing, upgraded insulation, etc.) as identified by the approved acoustical report prepared for the project shall be incorporated into construction drawings submitted for plan check. Maximum interior noise level of all units shall be no higher than 45 dBA.
23. Approval of this PPD shall not waive compliance with any applicable regulations as set forth by the California Building Code and/or City Ordinances, the San Bernardino County Health Department, or the State of California.

24. Prior to the installation of any signs, the applicant shall submit an application for a Sign Program for the entire project to the Planning Division for review and approval. Prior to the installation of video surveillance cameras, the applicant shall submit a plan showing their location to the Chief of Police.
25. No changes to the approved set of plans, including the exterior design and materials/finishes, shall be permitted without prior City review and approval.
26. No outdoor pay telephones or vending machines shall be permitted on the project site, except that vending machines may be allowed in the outdoor recreational area adjacent to the Community Center building if installed in an alcove architecturally integrated with a building to the satisfaction of the City Planner.
27. Prior to issuance of the first building permit, the applicant shall submit a wall/fence plan to the Planning Division for review and approval. The wall/fence plan shall address all details for all perimeter walls and fences and internal walls, fences, and gates. Double wall or fence/wall conditions shall not be permitted. The applicant shall be responsible for coordinating with the adjacent property owners to the east and west regarding the replacement of property line walls, if required. Wall, fence, and gate heights, materials, and finishes shall be to the satisfaction of the City Planner.
28. Specify street trees for each public and private street. Required public street trees shall include the following:
 - a. Arrow Highway - *Quercus ilex* (Holly Oak) and a deciduous and/or flowering species in a random, alternating pattern.
 - b. Street "A" - *Brachychiton populneus* (Bottle Tree) and *Cercis occidentalis* (Western Redbud) in a random, alternating pattern. *Washingtonia robusta* (Mexican Fan Palm) may be used as an accent if placed outside of the public right-of-way.
 - c. Street "B" - To be determined.
29. All street trees shall be minimum 24-inch box size and double-staked per City standards. If planted in turf areas, trees shall be planted within a 4'-0" diameter circle in which turf does not encroach. The circle shall be left natural or minimally improved with decomposed granite, a thin layer of wood chips, or similar moisture-retaining material.
30. Streetlights shall be constructed on all public and private streets. Streetlights within and on the perimeter of the subdivision shall be as follows:
 - a. Interior streets (public and private) - Ameron "Corsican" pole #20CT12, color - Fillmore 12 (black), exposed finish with Amershield (graffiti coating); King Luminaire K118LAR "Washington" luminaire with standard (#1) finial, color "BK" (black).

- b. Arrow Highway - Ameron "Corsican" pole #20CT15, color - Fillmore 12 (black), exposed finish with Amershield (graffiti coating); King Luminaire #KA63 "Coshocton" twin arm, standard black full gloss, K118LAR luminaires with standard (#1) finials, color "BK" (black).

Fixtures shall be fitted with reflectors or refractors as necessary to control glare and nuisance light spill to residential units.

- 31. The spacing of streetlights and minimum lighting level for all streets shall be to the satisfaction of the City Engineer. Streetlights on public streets shall be owned and maintained by Southern California Edison. Streetlights on private streets may be owned and maintained by the property owner/HOA or Southern California Edison.
- 32. The proposed locations for neighborhood mailboxes within the subdivision shall be subject to City review and approval prior to installation. The applicant shall also ascertain any requirements for such mailboxes from the United States Postal Service (USPS). The City acknowledges that proposed locations for neighborhood mailboxes shall be to the satisfaction of the USPS.
- 33. All roof-mounted equipment, satellite dish antennas, and other similar apparatus shall be screened from public view in a manner incorporated into the architectural design of the building to the satisfaction of the Planning Division.
- 34. All mechanical equipment including, but not limited to, utility meters, air conditioners, vents, and repair equipment shall be located within the building or screened in a manner that is compatible with the architectural design of the building to the satisfaction of the City Planner. Wooden lattice or fence-like screens/covers are not appropriate screening materials and shall not be allowed.
- 35. Surface-mounted exposed conduit or electrical lines shall not be allowed. Electrical switchgear, meters, etc., shall be screened or housed in an enclosure to the extent allowed by the utilities.
- 36. Freestanding electrical transformers and Fire Department double detector check assembly equipment shall be screened with masonry walls compatible with the building architecture and/or landscaping to the satisfaction of the City Planner and Fire Marshal. Efforts shall be made to place these elements in locations that are as unobtrusive as possible.
- 37. Prior to issuance of any grading or building permit for the project, the applicant shall submit a complete Landscape Documentation Package meeting the intent and design criteria of the Montclair Water Efficient Landscaping and Conservation Ordinance (Chapter 11.60 of the Montclair Municipal Code). The Landscape Documentation Package shall include the following items:
 - a. Development Review Application accompanied by the associated fee;
 - b. Landscape Concept Plan;

- c. Water Budget;
- d. Landscape Construction Drawings (including a grading plan, irrigation plan, and planting plan).

A Landscape Documentation Package shall be approved when the Community Development Director verifies that the proposed Landscape Concept Plan for the project complies with the provisions of Chapter 11.60, other applicable provisions of this code, and when any applicable land use permit or other entitlement requirements have been fulfilled. A copy of the approved plan will be kept on file in order to use at a later date to ensure that the plan was implemented as permitted and maintained as required.

- 38. Pursuant to Section 11.60.240 of the Montclair Municipal Code, all landscaping and irrigation systems shall be maintained in accordance with the approved site and/or landscape plan to ensure water use efficiency. A regular maintenance schedule shall be submitted to the City with the Certificate of Completion and a copy shall be kept by the property owner for reference.
 - a. Any plant material that does not survive or which was removed or destroyed, shall be replaced upon its demise or removal, with plant material of like type and size as that which was originally approved and installed.
 - b. Plant material shall not be severely pruned such that the natural growth pattern or characteristic form are significantly altered. Trees shall be pruned to ISA (International Society of Arboriculture) standards and only as necessary to promote healthy growth and for aesthetic purposes (i.e., to enhance the natural form of the tree). Improperly or severely pruned trees, including topping as defined by the Water Conservation Ordinance, which results in the removal of the normal canopy and/or disfigurement of the tree shall be replaced with trees of similar size and maturity as that which was removed or, as required by the Community Development Director.
 - c. Modifications to and/or removal of existing landscaping shall require prior approval by the Planning Division.
- 39. All landscaping on the project site shall be regularly maintained in a healthy and vigorous living condition at all times. This shall include proper pruning, mowing of lawns, weeding, removal of litter, fertilizing, and the regular watering of all plants. Dead vegetation shall be promptly replaced with healthy, living plants in accordance with standard seasonal planting practices. The property owner shall also be responsible to keep the landscaped areas reasonably free of weeds, trash, and debris.
- 40. In the event of transfer of ownership of the property involved in this application, the new owner shall be fully informed of the permitted use and development of said property as set forth by this permit together with all conditions that are a part thereof. These specific requirements must be recorded with all title conveyance documents at the time of escrow closing.

41. To ensure compliance with the conditions of approval, a final inspection is required from the Building and Planning Divisions upon completion of construction and all improvements. The applicant shall contact the City to schedule an appointment for such inspections.

Building

42. Submit four complete sets of plans including the following:
 - a. Site/Plot Plan;
 - b. Floor Plan;
 - c. Reflected Ceiling Plan;
 - d. Electrical Plans, including the size of the main switch, number and size of service entrance conductors, panel schedules, and single line diagrams;
 - e. Plumbing plans, including isometrics, underground diagrams, water and waste diagram, fixture units, gas piping, and heating and air conditioning;
 - f. Plan of all structures to be demolished.
43. Submit two sets of structural calculations, if required, and two sets of energy conservation calculations.
44. Architect's/Engineer's stamp and "wet" signature are required prior to plan check approval.
45. Plans shall be submitted for plan check and approved prior to construction. All plans shall be marked with the project file number. The applicant shall comply with the latest adopted California Building Code and other applicable codes, ordinances and regulations in effect at the time of permit application. These applicable codes shall be indicated on the first page of submitted plans.
46. Contractors must show proof of State and City licenses and Workers' Compensation coverage to the City prior to permit issuance.
47. Separate permits are required for fencing and/or walls.
48. Construction activity shall only be permitted from the hours of 7:00 a.m. to 8:00 p.m. daily.
49. Prior to issuance of building permits for a new residential development project or major addition, the applicant shall pay development fees at the established rate. Such fees may include, but are not limited to, Transportation Development Impact fees; permit and plan check fees, school fees, sewer connection fees, and parkland development fees. All required school fees shall be paid directly to the Ontario-Montclair School District and Chaffey Joint Union

High School District. Applicant shall provide a copy of the school fees receipt to the Building Division prior to permit issuance.

50. Construct trash enclosure(s) per City standard (available at the Building Division's public counter) or per a plan approved by all applicable City departments.
51. Provide and clearly indicate on submitted plans disabled-accessible path(s) of travel to the public right-of-way and all required disabled-accessible parking lot signs. Sidewalks, paths-of-travel, and curb cuts shall comply with the requirements of the California Building Code, Title 24. The maximum cross-slope on a sidewalk or path-of-travel shall not exceed two percent (2%).
52. Prior to a final inspection of any building on the project, a final grade certificate shall be provided to the Building Official stamped and signed by the Civil Engineer of Record assuring that the structure was placed in accordance to the approved grading plans.
53. Plans associated with future pedestrian access to the Metrolink platform and all other pedestrian paths-of-travel to public transportation shall meet all accessible Code requirements.
54. Construction drawings submitted to the building division for plan review shall comply with the Montclair Security Ordinance No. 357, including, but not limited to, adherence to the following standards:
 - a. Install a numerical address on the assigned building elevation per the Planning Division. Address numerals shall be in Helvetica font, a minimum of ten inches (10") in height, a minimum of 1½ inches in depth, and be in contrasting color which adequately contrast to the background to which they are attached.
 - b. Provide and maintain a minimum illumination level of one (1) foot-candle from dusk until dawn everyday.
 - c. Install an approved emergency lighting system in all commercial occupancies to provide adequate illumination automatically in the event of an interruption of electrical service.
55. A Certificate of Occupancy is required prior to the occupancy of each building. Issuance of the Certificate of Occupancy shall be contingent upon the Fire Department inspection and the final approvals from other departments and/or agencies.
56. Prior to the issuance of a Certificate of Occupancy, the applicant shall:
 - a. Submit to the Building Division electronic images of all plans and records that were submitted for the purpose of obtaining a building permit. Electronic images shall comply with the City's Electronic Imaging Policy.
 - b. Complete all on- and off-site improvements.

- c. Install all disabled-accessible parking stalls and parking lot signage.

Water Quality Management Plan

57. Prior to the issuance of any grading or building permit, the applicant shall obtain an approved WQMP from the City of Montclair per the requirements of Federal, State, and local regulations.
58. Comply with all requirements of the approved Water Quality Management Plan (WQMP) for this project.
59. The applicant/developer/homeowners association shall be responsible to contract with a qualified firm to inspect and maintain any and all manufactured stormwater treatment devices specified by the approved WQMP, following all manufacturers' recommendations. It shall also be the responsibility of the applicant/developer/ homeowners association to maintain inspection reports and have them readily available for review by City staff upon request. In the event that any stormwater treatment device fails due to lack of, or insufficient maintenance and/or inspection, or some other unforeseen circumstance, it shall be the responsibility of the applicant/developer/homeowners association to correct the deficiency and restore the stormwater treatment device(s) to its original working condition.
60. Prepare and submit plans for erosion and sediment control. Plans shall include all phases of the construction project, including rough grading, utility and road installation, and vertical construction to the satisfaction of the City Engineer. A State General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities shall be obtained prior to construction. Contact Joe Rosales, Environmental Compliance Inspector, at (909) 625-9470.
61. Prior to issuance of a Certificate of Occupancy, the applicant shall:
 - a. Submit to the Engineering Division an electronic copy of the approved WQMP in PDF format.
 - b. Have the WQMP Maintenance Agreement recorded with the County of San Bernardino and provide evidence of said recording to the Environmental Compliance Inspector.
62. Prior to release of occupancy for any of the dwelling units in the subdivision, the person or corporation responsible for the preparation of the WQMP shall certify in writing to the Building Official that all conditions and requirements of the WQMP have been implemented or complied with. For projects, developments, or properties intended to be leased or sold, developer shall also submit evidence to the Building Official that lessee or purchaser has been advised in writing of lessee's or purchaser's on-going maintenance responsibilities with respect to the requirements of the WQMP.
63. The applicant shall ensure that all requirements of the approved WQMP for the project are incorporated and consistent with the approved landscape and irrigation plans for the project. All required Best Management Practices (BMPs) shall be duly noted and shown on the landscape plans per the approved WQMP.

Engineering

64. Developer shall comply with all requirements of the Subdivision Map Act and the Montclair Municipal Code.
65. A park land (Quimby Act) fee shall be paid to the City. This fee is payable prior to issuance of any Certificate of Occupancy. Fees shall be assessed at the rate in effect at the time the fees are paid.
66. Payment of transportation development impact fees. Fees shall be assessed at the rate in effect at the time the fees are paid.
67. Public and private streets shall be designed and built in accordance with City standards as outlined in the North Montclair Downtown Specific Plan. No parking shall be permitted in private streets, alleys, or drive aisles.
68. Street improvement plans are required for all public streets. Construction drawings shall be 24" by 36" with City standard title block. Construction drawings for private streets may be included on grading plans, which shall also be 24" by 36".
69. Street names shall be determined in conjunction with the Community Development Director and consistent with any street-naming conventions and policies developed for the North Montclair Downtown Specific Plan boundaries.
70. Sidewalks shall be constructed on both sides of all public streets. Sidewalks are not required on private streets, provided accessibility from each dwelling unit to a public sidewalk can be provided. Sidewalks, intersections, and curb cuts shall comply with Americans with Disabilities Act requirements. Sidewalks through drive approaches with cross slopes exceeding 2% shall not be permitted.
71. Sidewalks on Arrow Highway shall have a minimum width of 6'-6" if curb-adjacent and 5'-0" if separated from the curb by a parkway. If a parkway is proposed along Arrow Highway, it shall have a minimum width of 6'-0".
72. All 5'-0"-wide sidewalks shall be scored lengthwise and widthwise to create 2½-foot "squares." All 6'-6" sidewalks shall be scored lengthwise and width-wise to create 2'-2" "squares."
73. The Engineering Division is willing to consider vacation of a maximum of 5'-0" of the existing 55-foot half right-of-way width for Arrow Highway through the frontage of the subject property, subject to City Council approval. No additional right-of-way dedication is required for Arrow Highway, except for what may be necessary for curb returns at the new north-south street intersection.
74. All existing overhead utilities within project boundaries and within street frontages adjacent to project shall be placed underground, except for the 66KV Southern California Edison transmission lines along Arrow Highway. All new guy wires required to anchor end poles shall be located beyond the project

- limits. No poles or guy wires shall be permitted to remain with property frontage. All utility easements within the subdivision boundaries that are no longer required by the easement holders shall be quitclaimed or vacated by the easement holders.
75. All utilities serving the tract shall be placed underground. This requirement applies to electrical services, transformers and switches, and where technology exists, telephone and cable television facilities as well.
 76. Payment of all outstanding sewer reimbursement fees as imposed by a district, if any, or any assessments, shall be required.
 77. Sewers serving the development may be publicly maintained if designed and constructed per Public Works Department standards, and provided sewer easements are dedicated for sewers located within private streets. Sewers not constructed per Public Works Department standards shall be constructed per California Building Code and City of Montclair Building Division requirements and shall be privately maintained. Connections to existing sewers in Arrow Highway shall be made at existing or new manholes. All sewer design shall be subject to the approval of the City Engineer.
 78. Sewer improvement plans are required for all sewers, public or private, and shall include both plan and profile views on 24" by 36" construction drawings. Sewers intended to be privately maintained shall not include City standard title block, and shall be labeled "NOT TO BE MAINTAINED BY CITY OF MONTCLAIR."
 79. Regional Sewerage Capital Outlay fees are required as specified in the Montclair Municipal Code and by Inland Empire Utilities Agency.
 80. Discharge of wastewater into the sewer collection system shall conform to all requirements of the Montclair Municipal Code.
 81. A Water Quality Management Plan (WQMP) is required for this project. Approval of the WQMP is required prior to the preparation of grading and/or other improvement plans. Requirements for the WQMP may be obtained from Joseph Rosales, Environmental Compliance Inspector, at (909) 625-9470. Requirements of the WQMP may require significant modifications to the approved tentative map. If significant modifications are required, a resubmittal to the Planning Commission and City Council may be required.
 82. A grading plan shall be prepared subject to the approval of the City Engineer. An erosion control plan shall be included and considered an integral part of the grading plan. Grading plans shall be designed in accordance with City standards and guidelines, and shall be on 24" by 36" sheets.
 83. All drainage facilities shall comply with requirements of the approved WQMP.
 84. Storm drains and catch basins within the public north-south street, within the public east-west street, and within Arrow Highway shall be owned and maintained by the City. Storm drains, catch basins, and other drainage devices located in private streets, alleys, and/or private property shall be maintained by

owner. All design and construction shall comply with standards and requirements of the San Bernardino County Flood Control District.

85. Future construction of direct access to the Metrolink platform shall be subject to the approval of the Southern California Regional Rail Authority and the City Engineer.
86. No soil may be imported or exported to or from the project site from any adjacent building site or from other sources for construction purposes without first obtaining approval from the City Engineer. A plan acceptable to the City Engineer shall be prepared showing proposed haul routes within the City. The plan shall include provisions for street sweeping and cleanup. Contractor(s) shall comply with all National Pollutant Discharge Elimination System (NPDES) requirements.
87. All on- and off-site trenching and excavation shall conform to CAL-OSHA standards. Excavations that exceed five feet in depth require a CAL-OSHA permit.
88. Underground Service Alert shall be notified at least 48 hours prior to any excavation. Contact Underground Service Alert at 8-1-1.
89. Prior to approval of the final map, a subdivision improvement agreement will be required to be approved by the City. The agreement shall contain provisions for the construction of public improvements and performance and payment bonds for all work within the public rights-of-way and a monumentation bond for tract monuments in accordance with the Subdivision Map Act.
90. Prior to commencing framing for houses or delivery of lumber to any site within the tract limits, all-weather access shall be provided to each lot/building. An all-weather access is defined as base-course A.C. paving with a minimum thickness of 2½", and having a minimum width of 26 feet. This 26-foot width shall be maintained free and clear of all construction equipment, materials, and debris at all times during construction.

Fire

91. A 20-foot wide base asphalt or concrete roadway capable of supporting firefighting apparatus within 150 feet of all structures is required prior to the framing stage of construction. This access is required to be maintained unobstructed throughout construction. Roadway is subject to Fire Department approval prior to construction.
92. The developer/general contractor is to be responsible for reasonable periodic clean up of the construction site to avoid hazardous accumulation of combustible trash and debris.
93. Planter areas in the center of drive aisles and adjacent to entrances should be low profile type, not to exceed eight feet in height when mature.
94. The developer shall contact the Fire Marshal's Office for drive access requirements prior to gutter and curb-line placements.

95. The inside turning radius for an access road shall be 32 feet or greater. The outside turning radius for an access road shall be 45 feet or greater.
96. All Fire Department access and fire lanes shall be posted as "No Parking, Fire Lane." Signs shall be designed and mounted in accordance with Montclair Fire Department standards.
97. The proposed residential structure(s) shall require an approved automatic fire sprinkler system. The system shall conform to all local and national standards. Three (3) complete sets of the sprinkler system plans shall be submitted directly to the Fire Marshal's Office for approval prior to installation.
98. The proposed commercial structure(s) shall require an approved automatic fire sprinkler system. The system shall conform to all local and national standards. Three (3) complete sets of the sprinkler system plans shall be submitted directly to the Fire Marshal's Office for approval prior to installation of the system in commercial structures. The system shall be so equipped as to provide a signal to a UL-listed monitoring station in the event of water flow or tampering.
99. Fire extinguisher location(s) to be determined by the Montclair Fire Department.
100. A fire hydrant system shall be required to provide the necessary water flow to the proposed structure(s). Exact number, location, and design of hydrants shall be determined by the Fire Marshal's Office when building plans are received. Hydrants shall be active prior to the framing stage of construction.
101. Commercial occupancies with cooking areas require an approved, fixed fire extinguishing system for protection of the hood and duct system and overall cooking areas. This system shall be equipped with an automatic fuel shutoff to all equipment protected by this system. Three (3) complete sets of drawings of this system shall be submitted to the Fire Marshal's Office prior to issuance of a permit.
102. Commercial/industrial occupancies shall install approved emergency lighting to provide illumination in the event of any interruption of normal lighting.
103. Covered trash enclosures shall have fire sprinklers installed should any one of the following conditions exist: the trash enclosure has a combustible roof covering; the trash enclosure contains two or more individual trash containers; or the trash enclosure is under or within five (5) feet of combustible construction.
104. An approved emergency-keyed access system shall be required to facilitate access to buildings or gates by Fire Department personnel in the event of an emergency during non-business hours. Forms are available at the Montclair Fire Department Headquarters for those occupancies requiring such a system. Facilities with gated drive approaches shall contact the Fire Marshal's Office for additional key and strobe requirements.
105. All Montclair Fire Department fees are due prior to any permit issuance.

SITE SUMMARY

TOTAL Overall Site:
 6.95 Acres
 302,630 S.F.

Courtyard Homes Site
 3.56 Acres
 2.27 Acres
 1.12 Acres
 18.6 DU/JAC

Coverall Density:
 129 Units

URBAN COURTYARD HOMES

Site Area:
 3.56 Acres
 155,072 S.F.

Coverall Density:
 27.8 DU/JAC

Total Units:
 99 Units

UNIT TYPES

Unit 1
 33 Units (33.3%)
 1 BR + 2 BA + 2 Car Garage
 Square Footage: 1,376 S.F.

Unit 2
 11 Units (11.1%)
 1 BR + 2 BA + 2 Car Garage
 Square Footage: 1,767 S.F.

Unit 3
 22 Units (22.2%)
 2 BR + 2 BA + 2 Car Garage
 Square Footage: 1,974 S.F.

Unit 4
 33 Units (33.3%)
 3 BR + 2 BA + 2 Car Garage
 Square Footage: 1,884 S.F.

REQUIRED PARKING

Resident Parking Required:
 198 Resident Spaces REQUIRED = 99 Units x 2 Spaces per Unit

Resident Parking Provided:
 200 Total Resident Spaces PROVIDED:
 166 Attached Garage Spaces
 12 Detached Garage Spaces
 23 Uncovered Surface Spaces

Guest Parking Required:
 25 Resident Spaces REQUIRED = 99 Units x .25 Spaces per Unit

Guest Parking Provided:
 25 Total Guest Spaces PROVIDED:
 17 Uncovered Surface Spaces
 8 Attached Garage Spaces

Surface Parking Provided:
 18 TOTAL Surface Spaces PROVIDED:
 25 Uncovered Surface Spaces
 23 Guest Spaces

URBAN SIDE YARD HOMES

Site Area:
 0.27 Acres
 98,429 S.F.

Coverall Density:
 13.2 DU/JAC

Total Units:
 30 Units

Plan A:
 20 Units

Plan B:
 10 Units

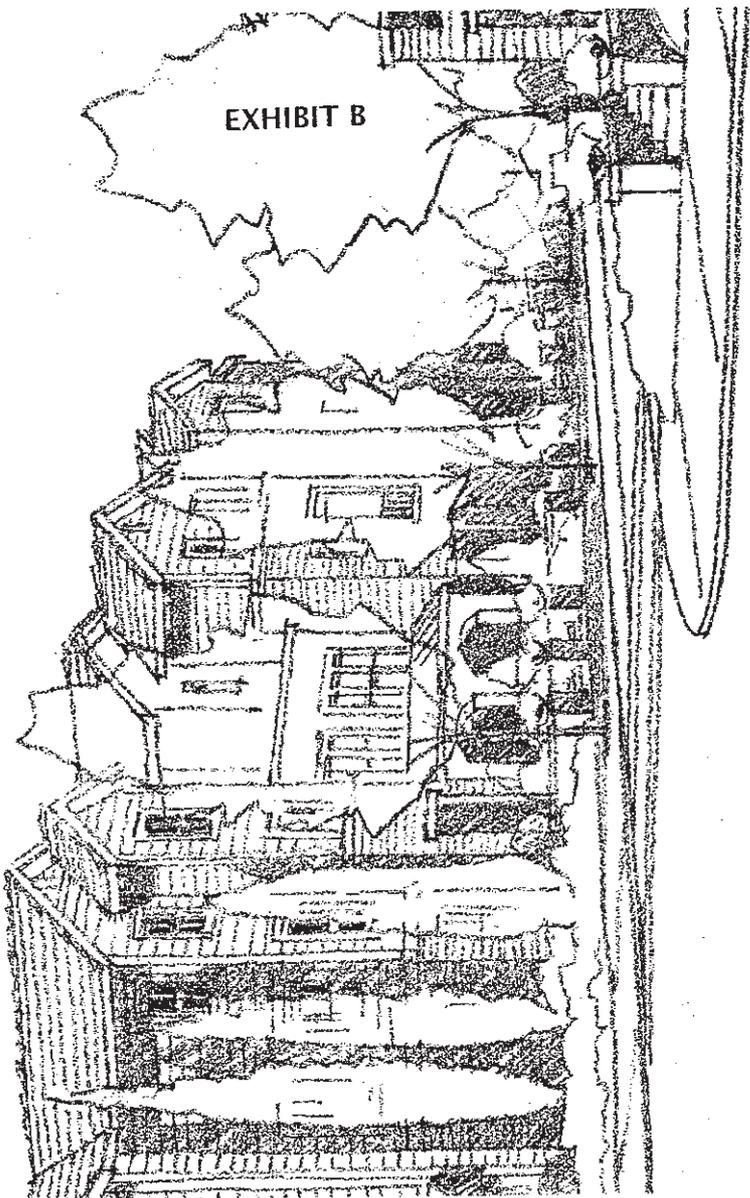
Plan A:
 20 Units (66.7%)
 3 BR + 2.5 BA + 2 Car Garage
 Square Footage: 2,106 S.F.
 Plan A1: 2,106 S.F.
 Plan A2: 2,106 S.F.
 Plan A3: 2,124 S.F.

Plan B:
 10 Units (33.3%)
 4 BR + 3.5 BA + 2 Car Garage
 Square Footage: 2,223 S.F.
 Plan B1: 2,223 S.F.

REQUIRED PARKING

Guest Parking Required:
 8 Resident Spaces REQUIRED = 30 Units x .25 Spaces per Unit

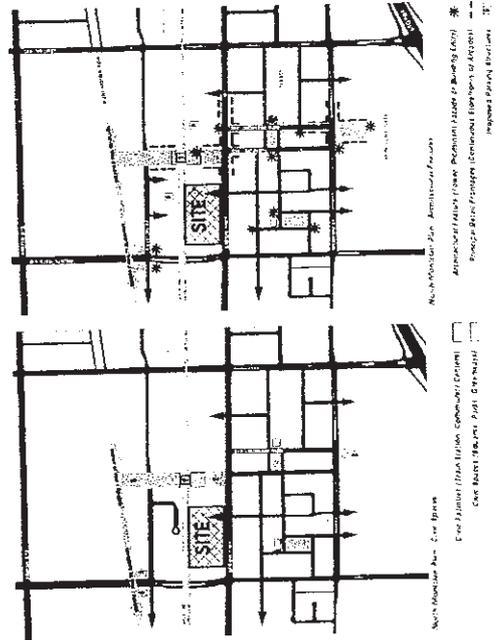
Guest Parking Provided:
 10 Total Guest Spaces PROVIDED:
 6 Uncovered Spaces on Arrow Highway
 4 Uncovered Surface Spaces



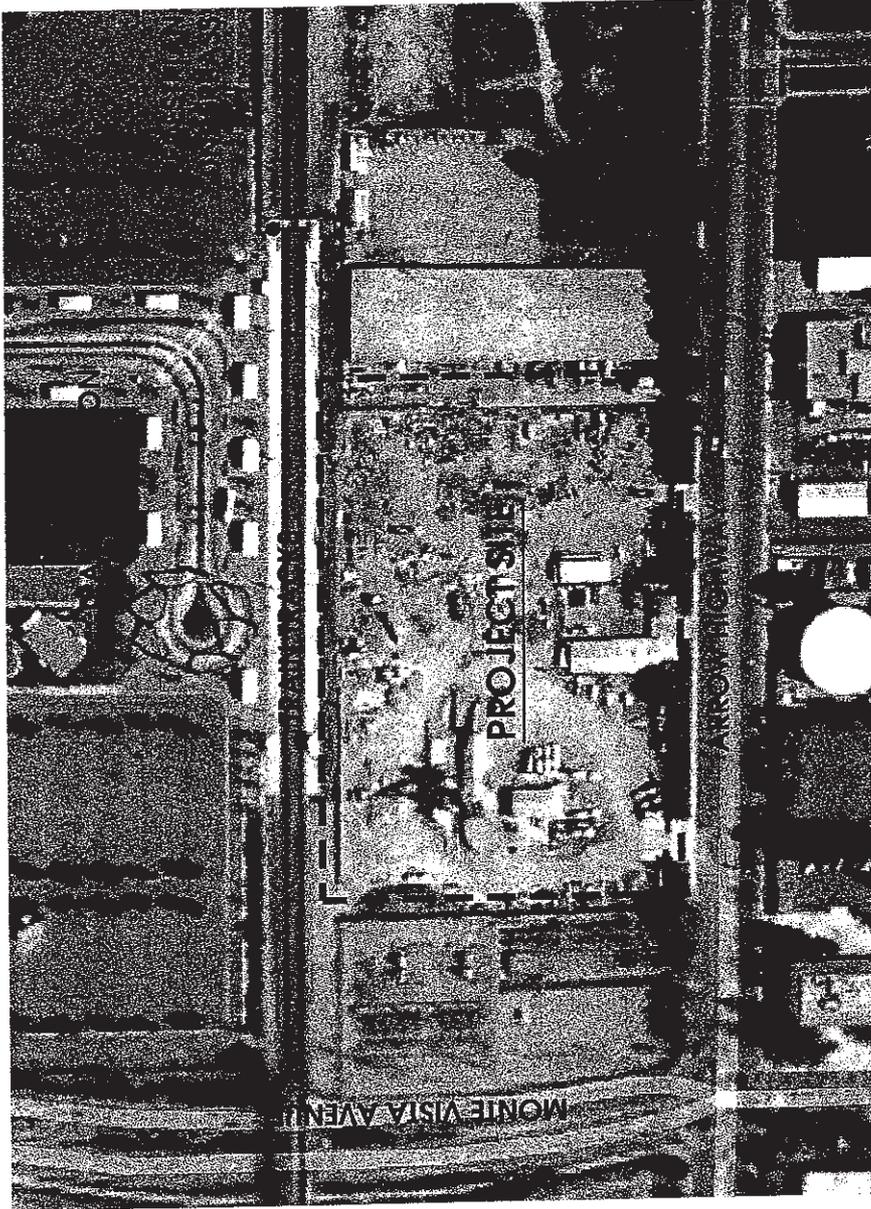
ARROW STATION
 MONTCLAIR, CALIFORNIA

urban studio
 WILLIAM HEZMALFALCH
 ARCHITECTS INC.

DECEMBER 6, 2010
 2010071.01



51 NORTH MONTCLAIR DOWNTOWN SPECIFIC PLAN
 PAGE 2.4 CITY OF MONTCLAIR, CALIFORNIA



AERIAL PHOTO OF SITE
 NOT TO SCALE



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 COMPANIES**

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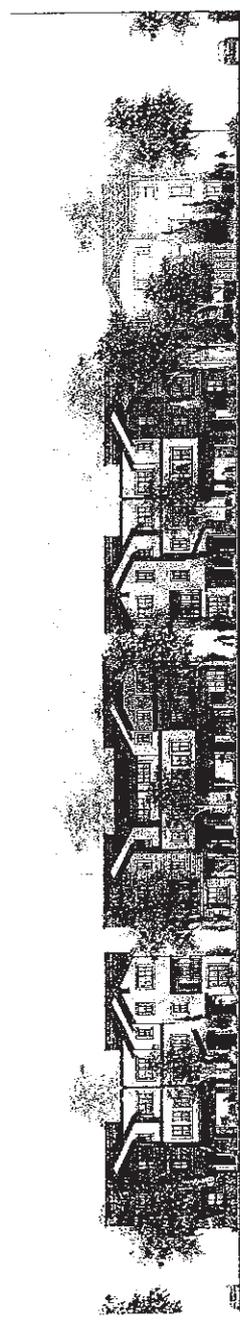
DECEMBER 6, 2010

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Street Elevation
Arrow Highway



Street Elevation
Arrow Highway Urban Courtyard Homes



Street Elevation
Arrow Highway Urban Side Yard Homes



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MONTCLAIR, CALIFORNIA

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Street Elevation
 "D" Street Urban Courtyard Homes



Street Elevation
 "D" Street Urban Side Yard Homes

ARROW STATION
 MONTCLAIR, CALIFORNIA

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Street Elevation
'G' Street



Street Elevation
'G' Street Urban Side Yard Homes



Street Elevation
'G' Street Urban Courtyard Homes



**HUTTON
COMPANIES**

ARROW STATION
MONTCLAIR, CALIFORNIA

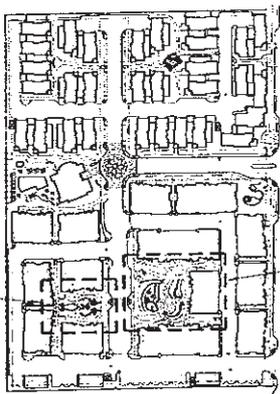
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DECEMBER 6, 2010

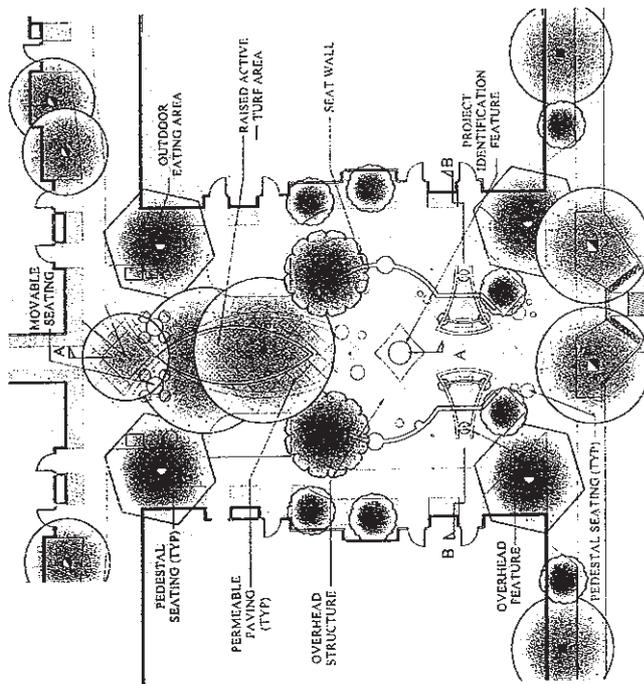
9

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NORTHWEST PLAZA



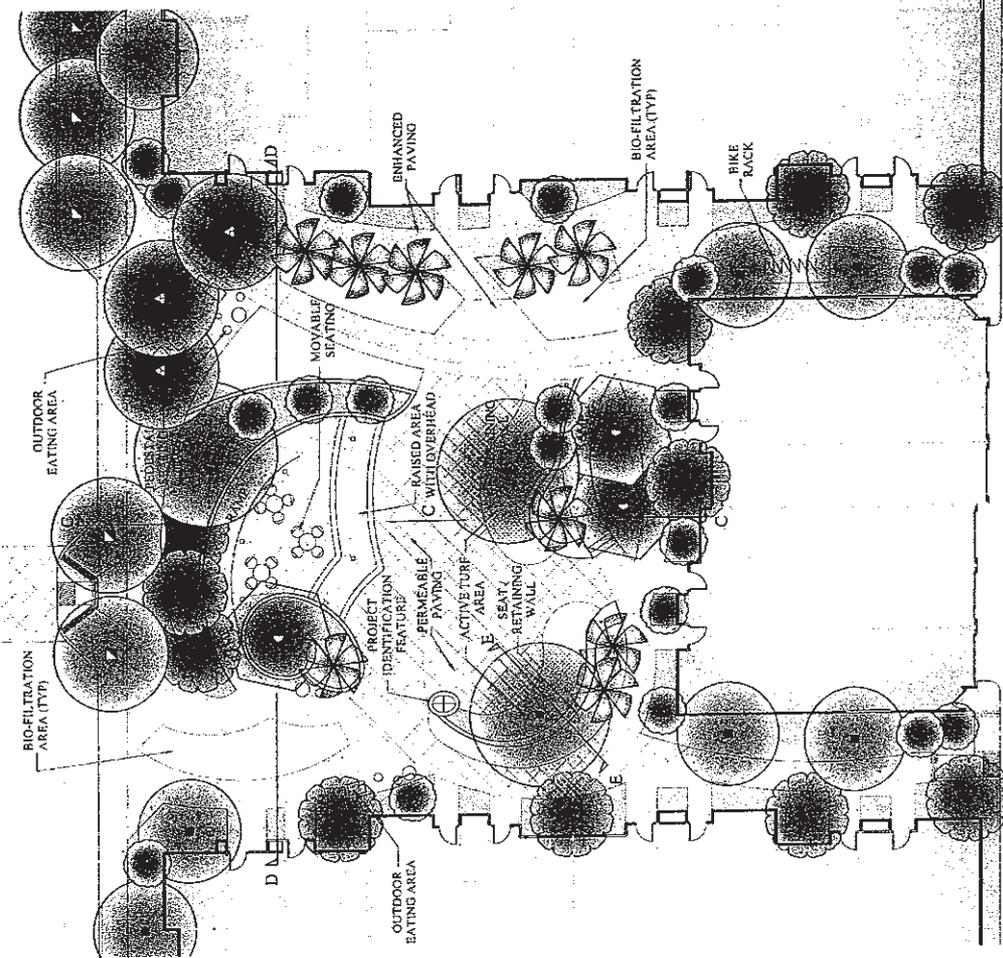
REFERENCE PLAN 1"=100'-0"



NORTHWEST PLAZA 1"=10'-0"



Landscape Conceptual Plan



SOUTHWEST PLAZA 1"=10'-0"

Prepared by:

EMERALD

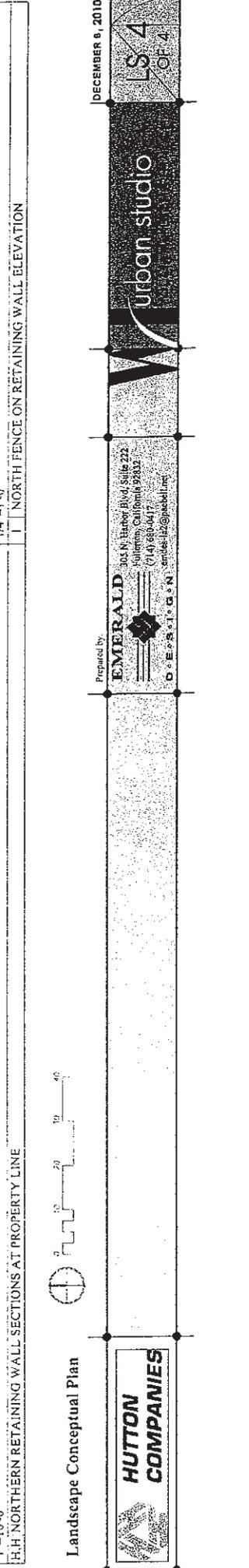
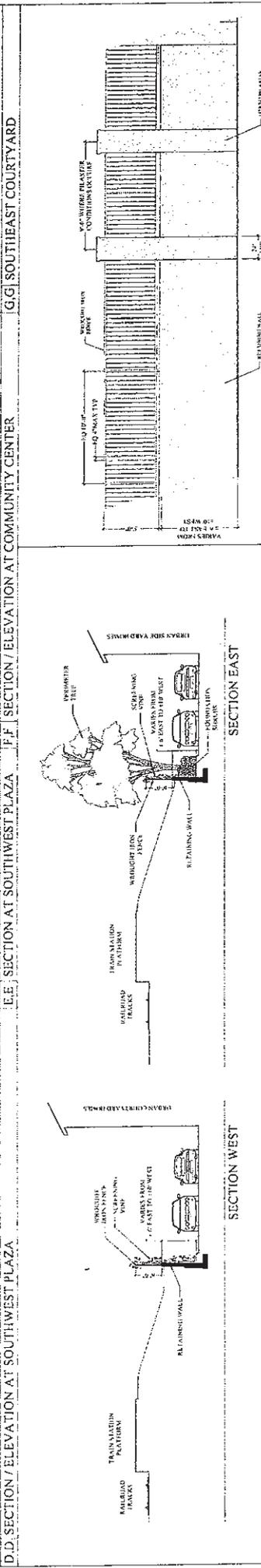
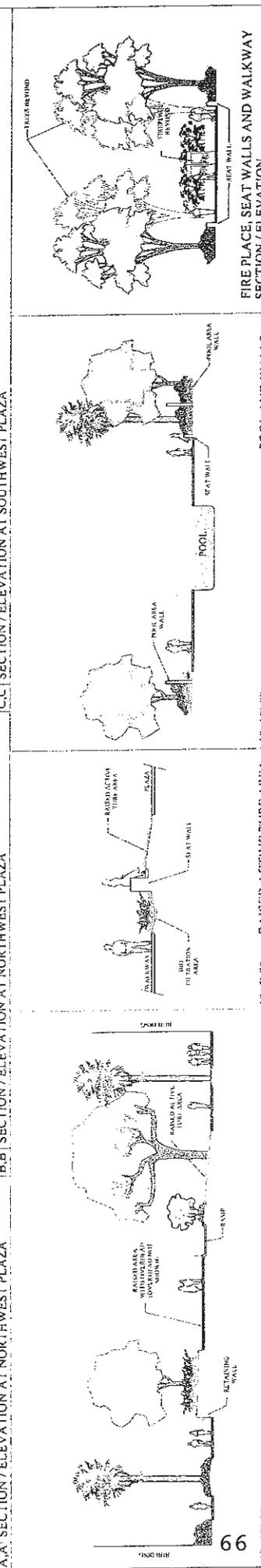
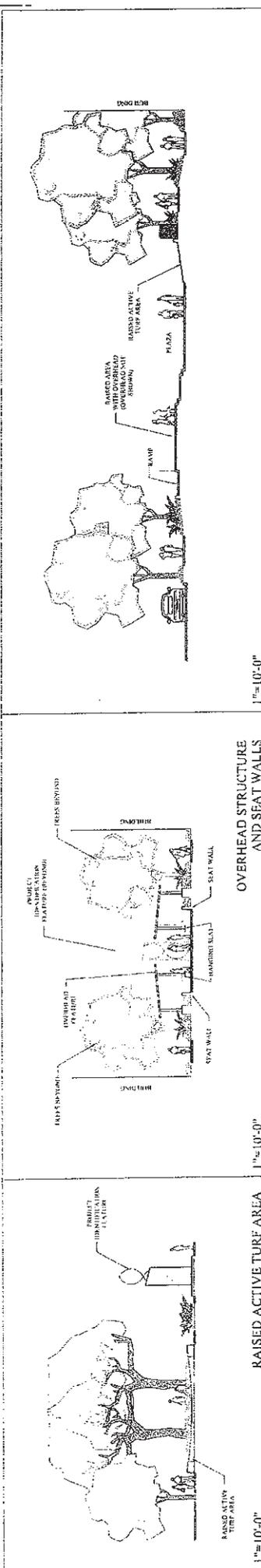
300 N. Harbor Blvd., Suite 222
Fullerton, California 92632
714.886.6677
emerald-ia@jacobelli.net

D · E · S · I · G · N

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LS 2 OF 4

DECEMBER 6, 2010



SITE SUMMARY

TOTAL Overall Site:
6.98 Acres
302,430 SF.

Courtyard Homes Site:
3.56 Acres
157,100 SF.

Public Street:
1.12 Acres
48,230 SF.

Overall Density:
18.4 DU/AC

Total Units:
139 Units

URBAN COURTYARD HOMES

Site Area:
3.56 Acres
156,877 SF.

Overall Density:
27.8 DU/AC

Total Units:
99 Units

UNIT TYPE:

Unit 1
33 Units (33.3%)
1 BR Plan
Square Footage: 1,376 SF.

Unit 2
11 Units (11.1%)
2 BR Plan
Square Footage: 1,767 SF.

Unit 3
22 Units (22.2%)
2 BR Plan
Square Footage: 1,974 SF.

Unit 4
34 Units (33.4%)
2 BR Plan
Square Footage: 1,864 SF.

REQUIRED PARKING:

Resident Parking Required:
198 Resident Spaces REQUIRED = 99 Units x 2 Spaces per Unit

Resident Parking Provided:
200 Total Resident Spaces PROVIDED.
12 Covered Garage Spaces
12 Uncovered Surface Spaces

Guest Parking Required:
25 Resident Spaces REQUIRED = 99 Units x .25 Spaces per Unit

Guest Parking Provided:
24 Total Guest Spaces PROVIDED.
17 Covered Garage Spaces
17 Uncovered Surface Spaces

Surface Parking Provided:
46 TOTAL Surface Spaces PROVIDED.
24 Covered Garage Spaces
22 Guest Spaces

URBAN SIDE YARD HOMES

Site Area:
2.77 Acres
120,456 SF.

Overall Density:
13.2 DU/AC

Total Units:
30 Units

Plan A:
20 Units

Plan B:
10 Units

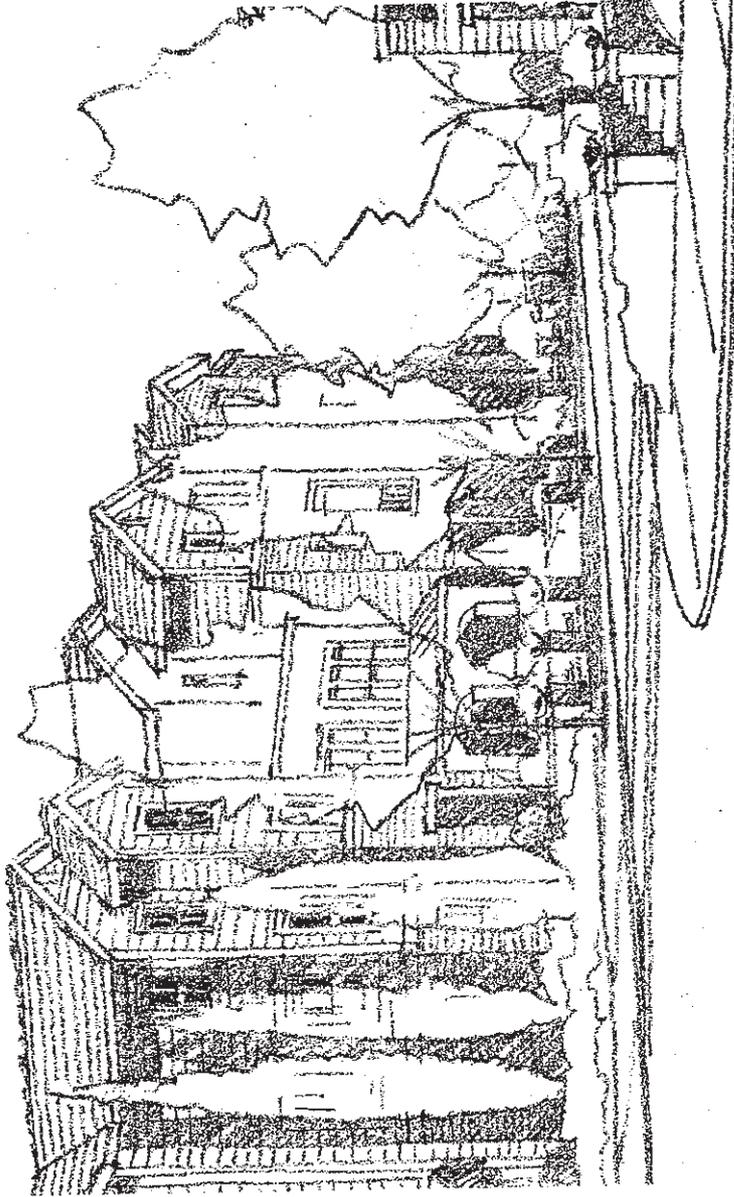
Plan A:
20 Units (66.7%)
3 BR + 2.5 BA + 2 Car Garage
Square Footage:
Plan A1: 2,106 SF.
Plan A2: 2,106 SF.
Plan A3: 2,124 SF.

Plan B:
10 Units (33.3%)
4 BR + 3.5 BA + 2 Car Garage
Square Footage:
Plan B1: 2,223 SF.
Plan B2: 2,223 SF.

REQUIRED PARKING:

Resident Parking Required:
6 Resident Spaces REQUIRED = 30 Units x .25 Spaces per Unit

Guest Parking Provided:
10 Total Guest Spaces PROVIDED.
4 Uncovered Surface or Arrow Highway
4 Uncovered Surface Spaces



HUTTON COMPANIES

ARROW STATION
MONTCLAIR, CALIFORNIA

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SITE SUMMARY

TOTAL Overall Site:

6.95 Acres
307,830 S.F.
Courtyard Homes (see
Site Plan)
1.54 Acres
227 Units
1.12 Acres
16.6 DU/AC
Overall Density:
129 Units

URBAN COURTYARD HOMES

Site Area:
6.64 Acres
335,072 S.F.

Overall Density:
27.8 DU/AC

Total Units:
99 Units

UNIT TYPES

- Unit 1
33 Units (33.3%)
1 BR Plan
Square Footage: 1,376 S.F.
- Unit 2
11 Units (11.1%)
2 BR Plan
Square Footage: 1,792 S.F.
- Unit 3
22 Units (22.2%)
2 BR Plan
Square Footage: 1,924 S.F.
- Unit 4
33 Units (33.4%)
2 BR Plan
Square Footage: 1,864 S.F.

REQUIRED PARKING

- Resident Parking Required:
198 Resident Spaces Required = 99 Units x 2 Spaces per Unit
- Resident Parking Provided:
198 Units Resident Spaces PROVIDED
132 Covered Garage Spaces
12 Detached Garage Spaces
23 Uncovered Surface Spaces
- Guest Parking Required:
25 Resident Spaces Required = 99 Units x .25 Spaces per Unit
- Guest Parking Provided:
25 Total Guest Spaces PROVIDED
25 Covered Spaces (Highway)
17 Uncovered Surface Spaces
- Surface Parking Provided:
48 TOTAL Surface Spaces PROVIDED
25 Covered Spaces
23 Guest Spaces

URBAN SIDE YARD HOMES

Site Area:
2.27 Acres
99,248 S.F.

Overall Density:
13.2 DU/AC

Total Units:
30 Units

Plan A:
20 Units

Plan B:
10 Units

- Plan A:
20 Units (66.7%)
3 BR + 2.5 BA + 2 Car Garage
Plan A1: 2,106 S.F.
Plan A2: 2,106 S.F.
Plan A3: 2,124 S.F.
- Plan B:
10 Units (33.3%)
4 BR + 3.5 BA + 2 Car Garage
Plan B1: 2,203 S.F.
Plan B2: 2,223 S.F.

REQUIRED PARKING

- Resident Parking Required:
6 Resident Spaces Required = 30 Units x .25 Spaces per Unit
- Guest Parking Required:
10 Total Guest Spaces Required
10 Covered Spaces (Highway)
4 Uncovered Surface Spaces



SITE PLAN
Scale 1:30

DECEMBER 6, 2010

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ARROW STATION
MONTCLAIR, CALIFORNIA

HUTTON COMPANIES



ARROW STATION
MONTCLAIR, CALIFORNIA

URBAN COURTYARD HOMES

Site Area:
 145,722 S.F.
 Overall Density:
 21.8 DU/AC
 Total Units:
 99 Units

UNIT TYPES

Unit 1
 33 Units (33.3%)
 1 BR Plan
 Square Footage: 1,376 S.F.

Unit 2
 11 Units (11.1%)
 2 BR Plan
 Square Footage: 1,767 S.F.

Unit 3
 22 Units (22.2%)
 2 BR Plan
 Square Footage: 1,974 S.F.

Unit 4
 33 Units (33.4%)
 2 BR Plan
 Square Footage: 1,884 S.F.

REQUIRED PARKING

Resident Parking Required:
 Resident Parking Provided:
 199 Resident Spaces Required = 99 Units x 2 Spaces per Unit
 202 Total Resident Spaces Provided
 3 Excess Resident Spaces
 13 Uncovered Surface Spaces

Guest Parking Required:
 Guest Parking Provided:
 25 Resident Spaces Required = 99 Units x 25 Spaces per Unit
 26 Total Guest Spaces Provided
 8 Uncovered Spaces on Arrow Highway
 17 Uncovered Surface Spaces

Surface Parking Provided:
 48 Total Surface Spaces Provided
 26 Resident Spaces
 22 Guest Spaces



SITE PLAN
 Scale 1:30

DECEMBER 6, 2010

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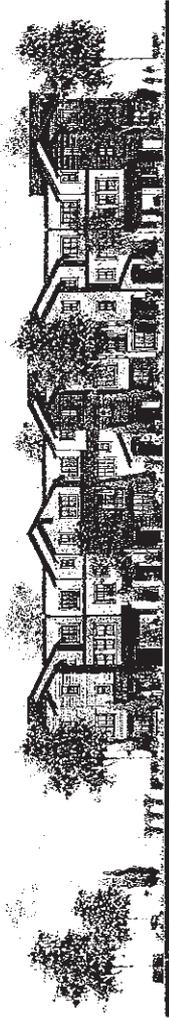
ARROW STATION
 MONTCLAIR, CALIFORNIA

**HUTTON
 COMPANIES**

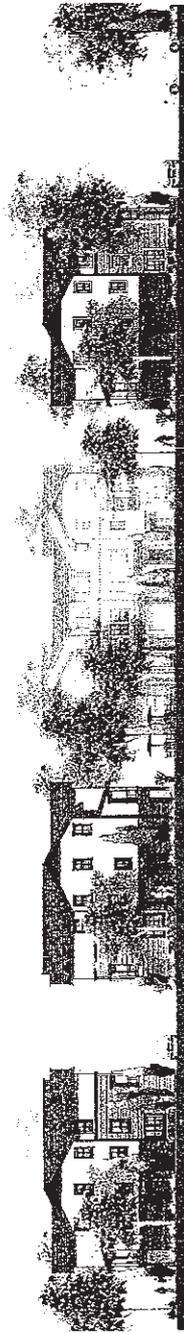




Street Elevation
Arrow Highway



Street Elevation
'D' Street West Side



Street Elevation
'G' Street

**HUTTON
COMPANIES**

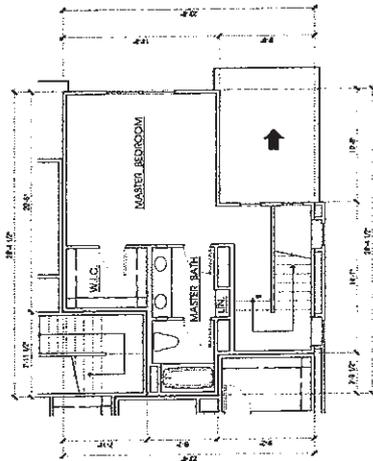
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MONTCLAIR, CALIFORNIA

URBAN COURTYARD HOMES

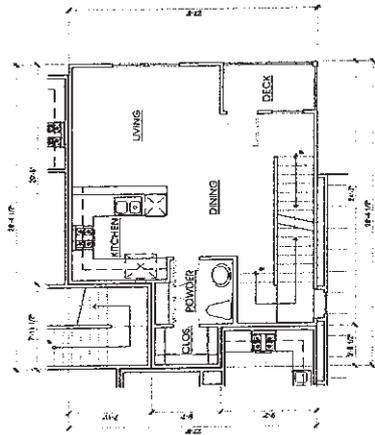
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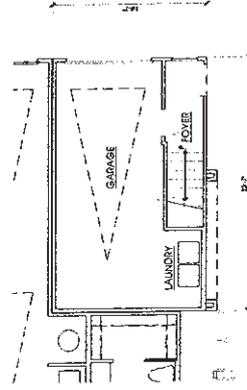
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2010071.01



UNIT -1
LEVEL 3

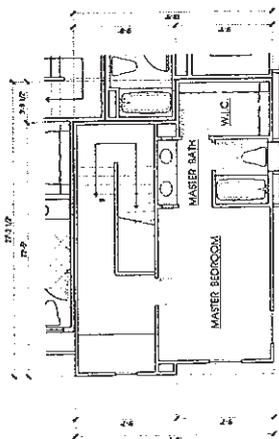


UNIT -1
LEVEL 2

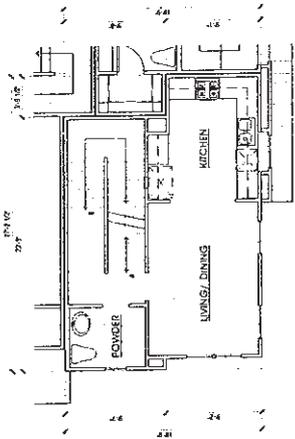


UNIT -1
LEVEL 1

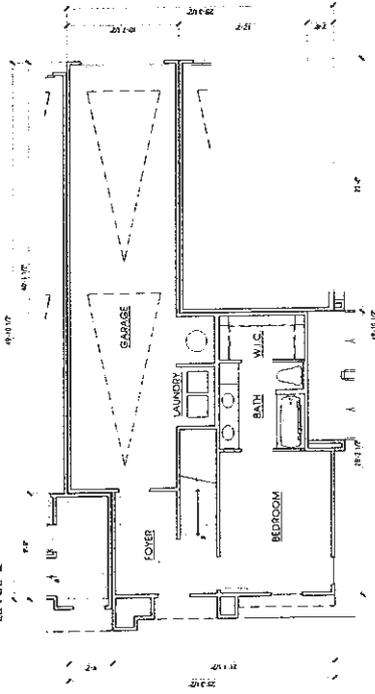
UNIT -1	
LEVEL 1	328 S.F.
LEVEL 2	555 S.F.
LEVEL 3	493 S.F.
TOTAL	1,376 S.F.



UNIT -2
LEVEL 3



UNIT -2
LEVEL 2



UNIT -2
LEVEL 1

UNIT -2	
LEVEL 1	857 S.F.
LEVEL 2	434 S.F.
LEVEL 3	476 S.F.
TOTAL	1,767 S.F.

SCALE 3/16" = 1'-0"

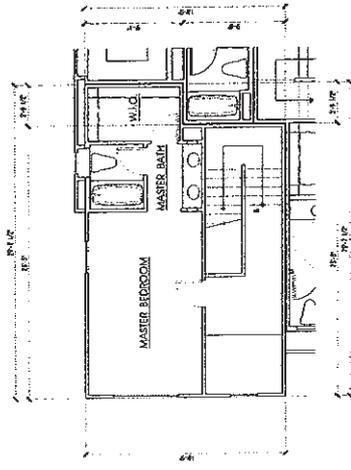
HUTTON COMPANIES

ARROW STATION
MONTCLAIR, CALIFORNIA

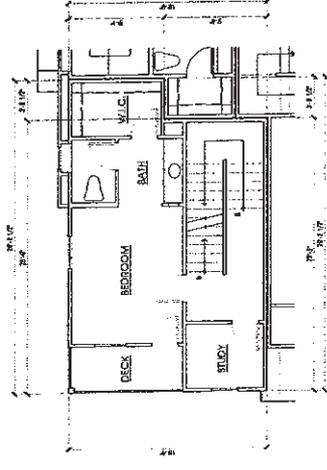
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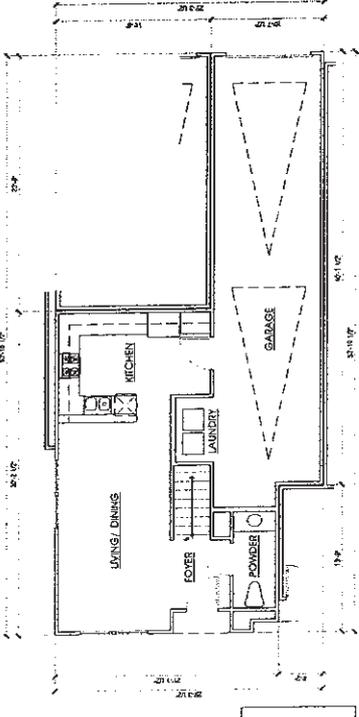
SCALE 3/16" = 1'-0"



UNIT -3
LEVEL 3

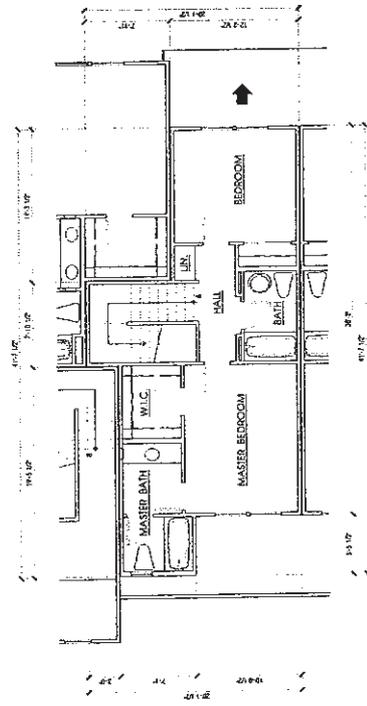


UNIT -3
LEVEL 2

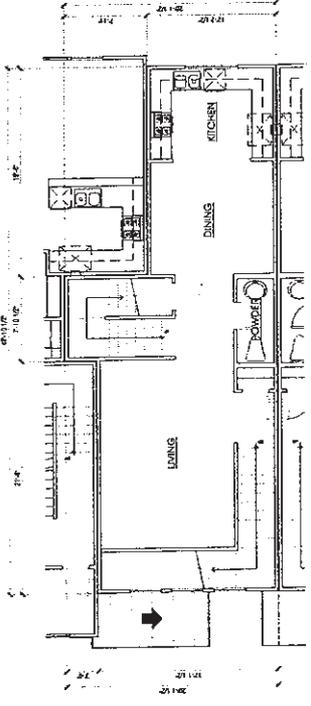


UNIT -3
LEVEL 1

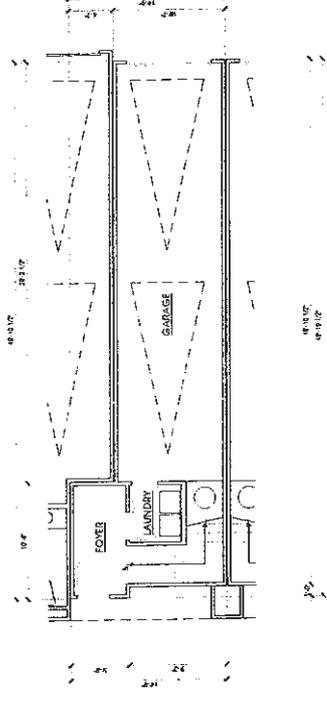
UNIT -3	958 S.F.
LEVEL 1	493 S.F.
LEVEL 2	523 S.F.
LEVEL 3	523 S.F.
TOTAL	1,974 S.F.



UNIT -4
LEVEL 3

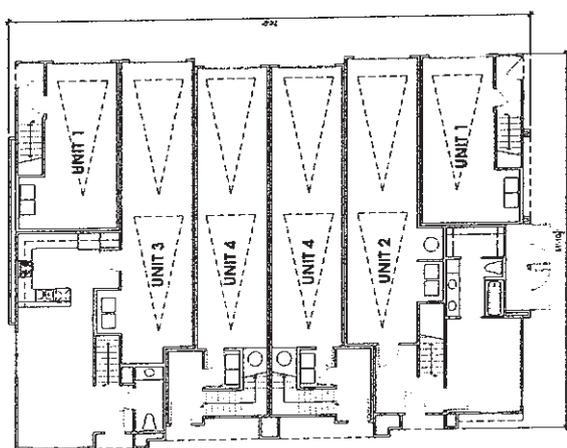


UNIT -4
LEVEL 2

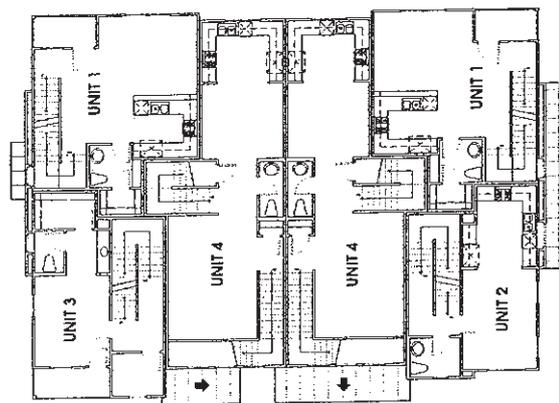


UNIT -4
LEVEL 1

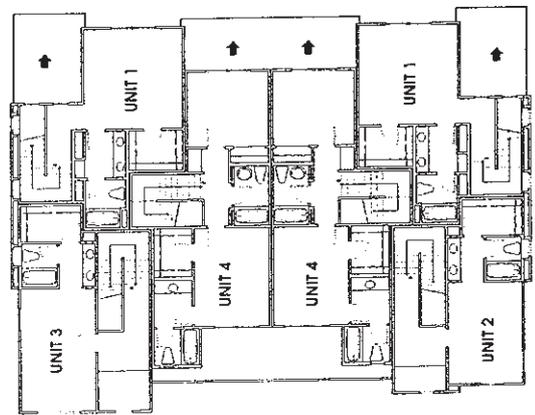
UNIT -4	568 S.F.
LEVEL 1	705 S.F.
LEVEL 2	611 S.F.
LEVEL 3	611 S.F.
TOTAL	1,884 S.F.



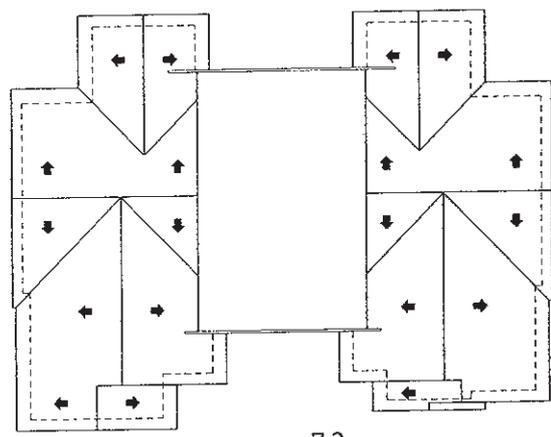
6-PLEX BUILDING TYPE I
LEVEL 1



6-PLEX BUILDING TYPE I
LEVEL 2



6-PLEX BUILDING TYPE I
LEVEL 3



6-PLEX BUILDING TYPE I
ROOF



DECEMBER 6, 2010

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SCALE 1/8" = 1'-0"

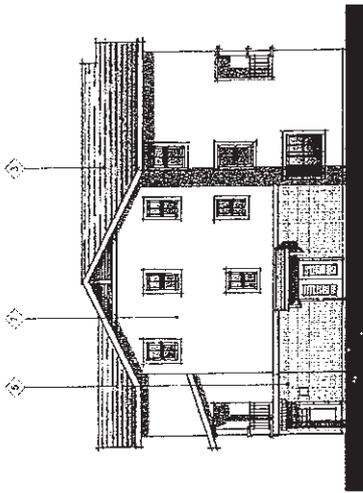
ARROW STATION
MONTCLAIR, CALIFORNIA

**HUTTON
COMPANIES**

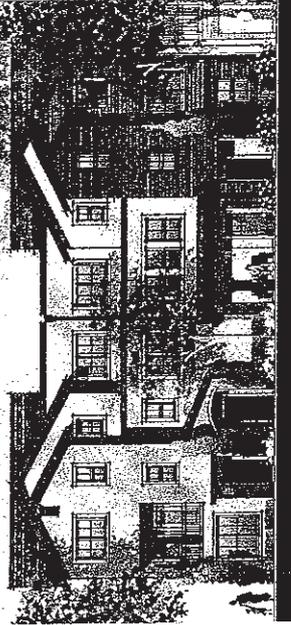


KEY NOTES

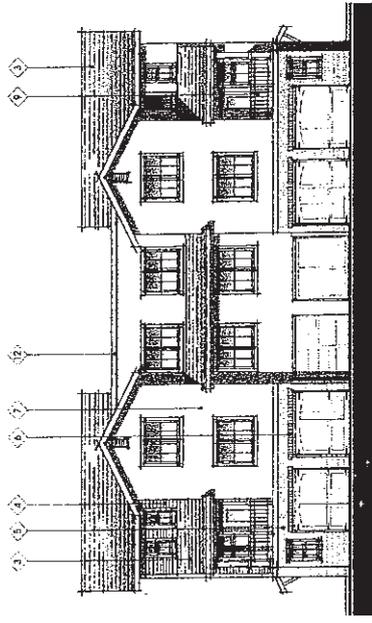
1. AWNING
2. NOT USED
3. CONCRETE TILE ROOF
4. WOOD LAP SIDING
5. BRICK VENEER
6. BRICK HEADER COURSE
7. EXTERIOR CEMENT PLASTER
8. WOOD KICKER
9. DECORATIVE WROUGHT IRON RAILING
10. WOOD SILING
11. PRECAST TRIM
12. EPS TRIM
13. WOOD TRIM
14. GABLE END VENT
15. WOOD SHUTTER



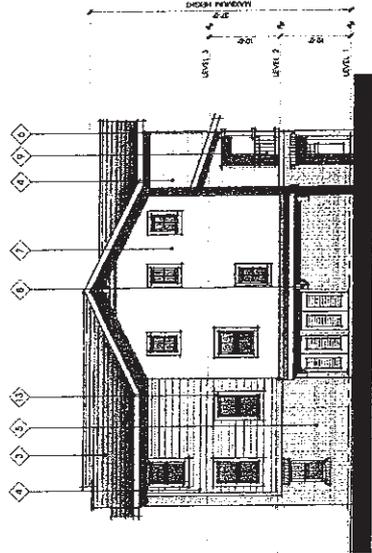
6-PLEX BUILDING TYPE I
LEFT ELEVATION (UNIT 2)



6-PLEX BUILDING TYPE I
FRONT ELEVATION



6-PLEX BUILDING TYPE I
REAR ELEVATION



6-PLEX BUILDING TYPE I
RIGHT ELEVATIONS (UNIT 3)

SCALE 1/8" = 1'-0"



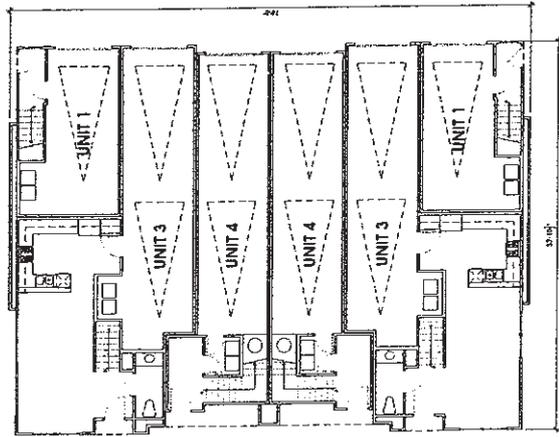
**HUTTON
COMPANIES**

ARROW STATION
MONTCLAIR, CALIFORNIA

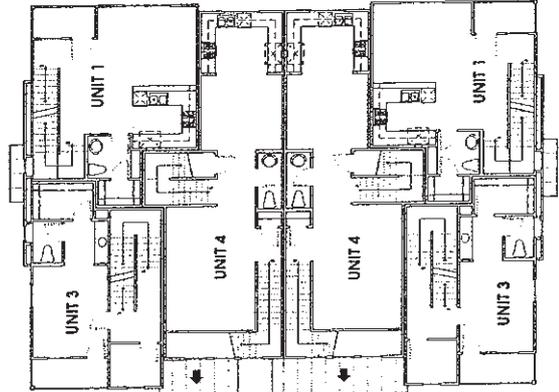
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ARCHITECTS, INC.

DECEMBER 6, 2010

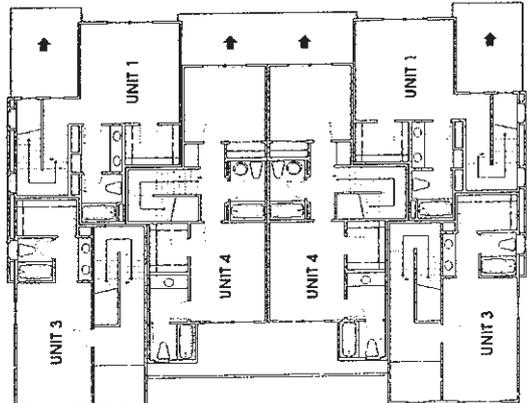
SD-8
2010077.01



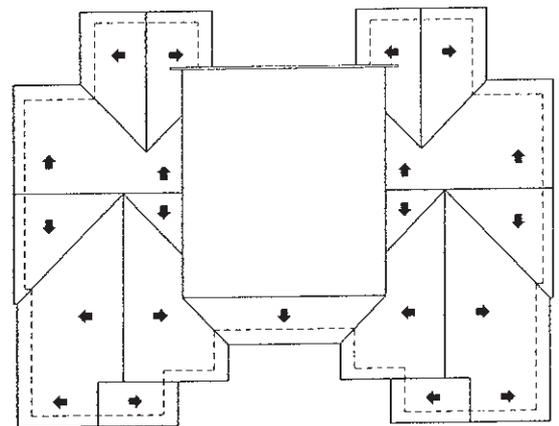
6-PLEX BUILDING TYPE II
LEVEL 1



6-PLEX BUILDING TYPE II
LEVEL 2



6-PLEX BUILDING TYPE II
LEVEL 3



6-PLEX BUILDING TYPE II
ROOF



DECEMBER 6, 2010

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ARROW STATION
MONTCLAIR, CALIFORNIA

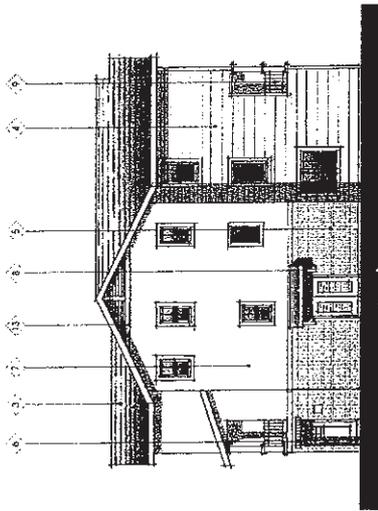
**HUTTON
COMPANIES**



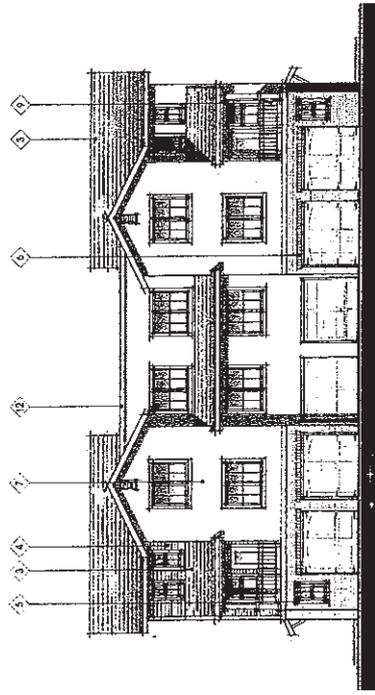
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KEY NOTES

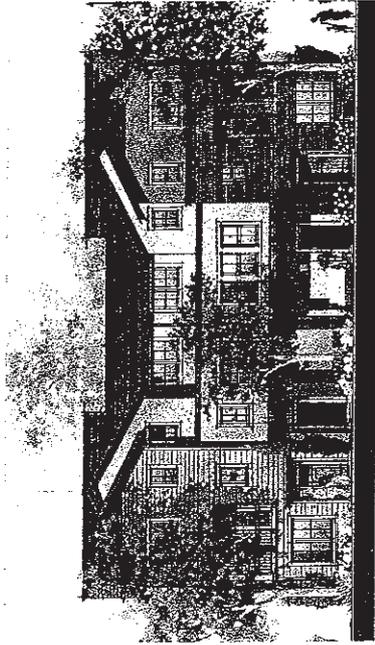
1. AWNING
2. NOT USED
3. CONCRETE TILE ROOF
4. WOOD LAP SIDING
5. BRICK VENEER
6. BRICK HEADER COURSE
7. EXTERIOR CEMENT PLASTER
8. WOOD KICKER
9. DECORATIVE WROUGHT IRON RAILING
10. WOOD BALUN
11. PRECAST TRIM
12. EPS TRIM
13. WOOD TRIM
14. GABLE END VENT
15. WOOD SHUTTER



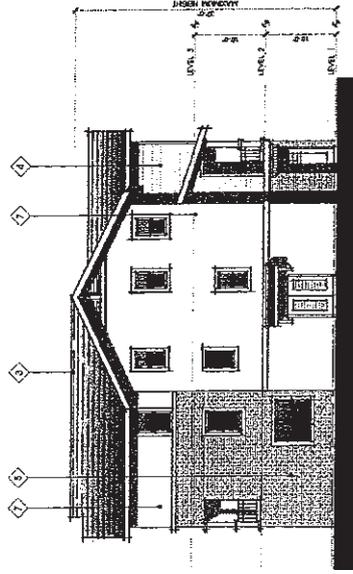
6-PLEX BUILDING TYPE II
LEFT ELEVATION (UNIT 3)



6-PLEX BUILDING TYPE II
REAR ELEVATION



6-PLEX BUILDING TYPE II
FRONT ELEVATION



6-PLEX BUILDING TYPE II
RIGHT ELEVATION (UNIT 3)

SCALE 1/8" = 1'-0"



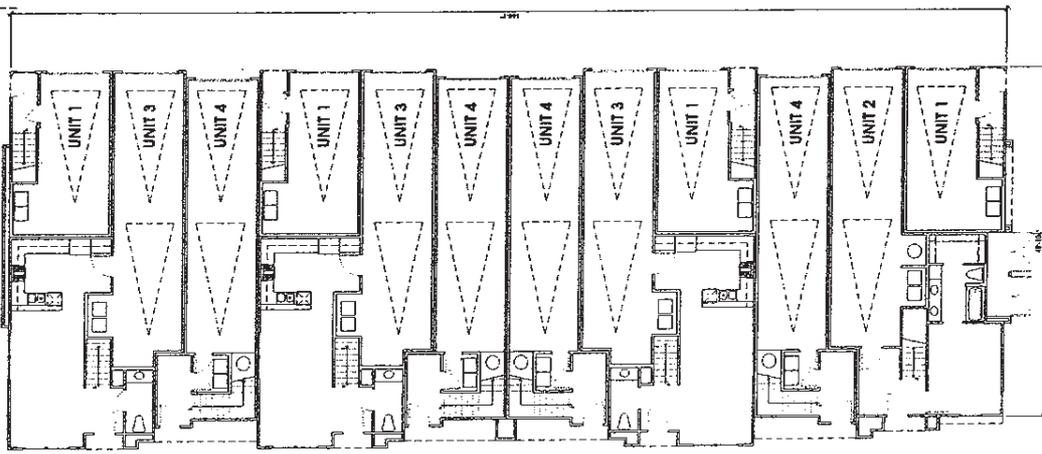
**HUTTON
COMPANIES**

ARROW STATION
MONTCLAIR, CALIFORNIA

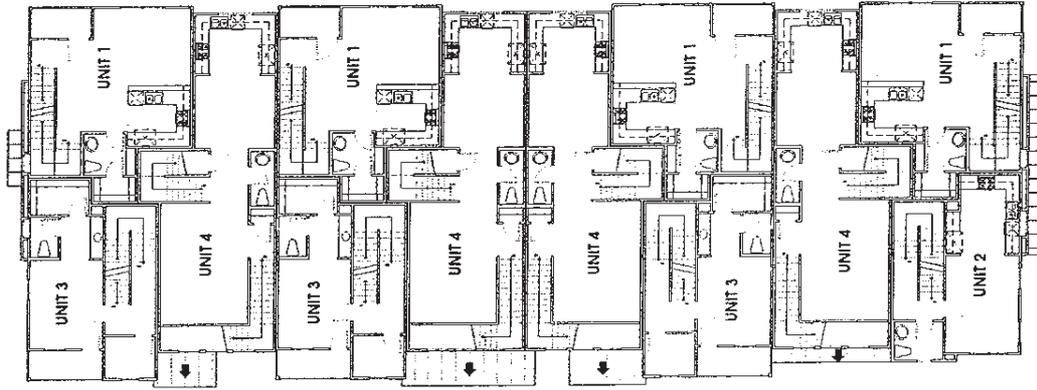
DECEMBER 6, 2010

urban studio
WILLIAM HEZMAL-HALCH
ARCHITECTS, INC.

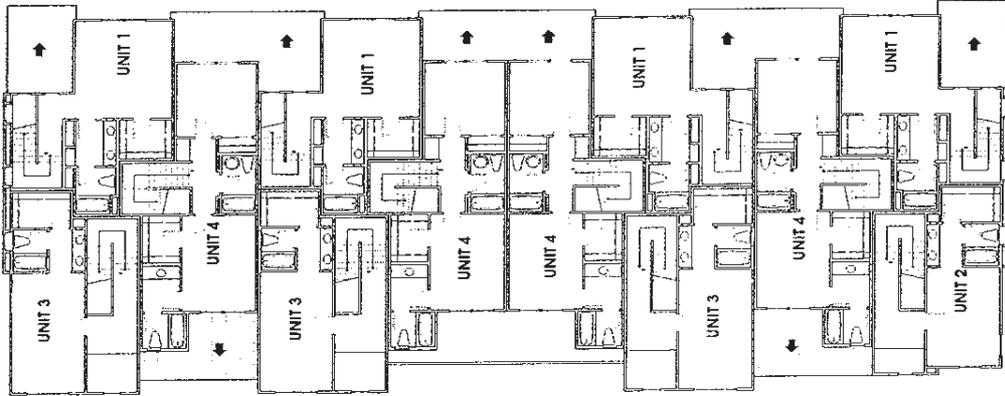
SD-10
2010071.01



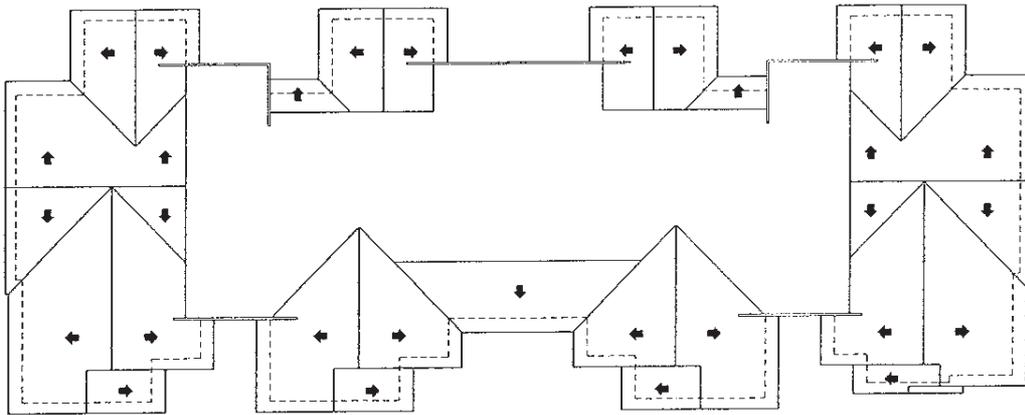
12-PLEX BUILDING
LEVEL 1



12-PLEX BUILDING
LEVEL 2



12-PLEX BUILDING
LEVEL 3



12-PLEX BUILDING
ROOF
SCALE 1/8" = 1'-0"

DECEMBER 6, 2010

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SD-11
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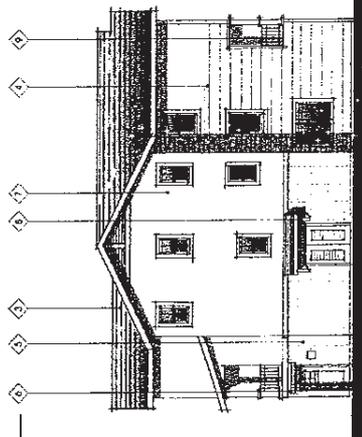
ARROW STATION
MONTCLAIR, CALIFORNIA

**HUTTON
COMPANIES**

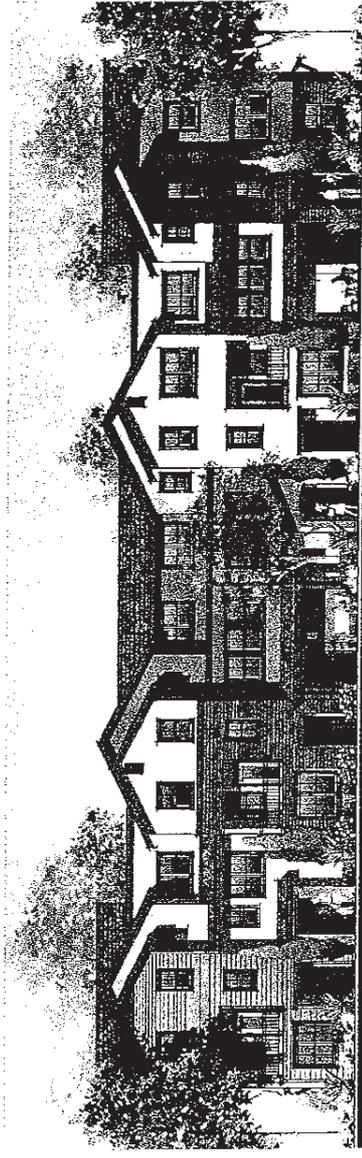


KEY NOTES

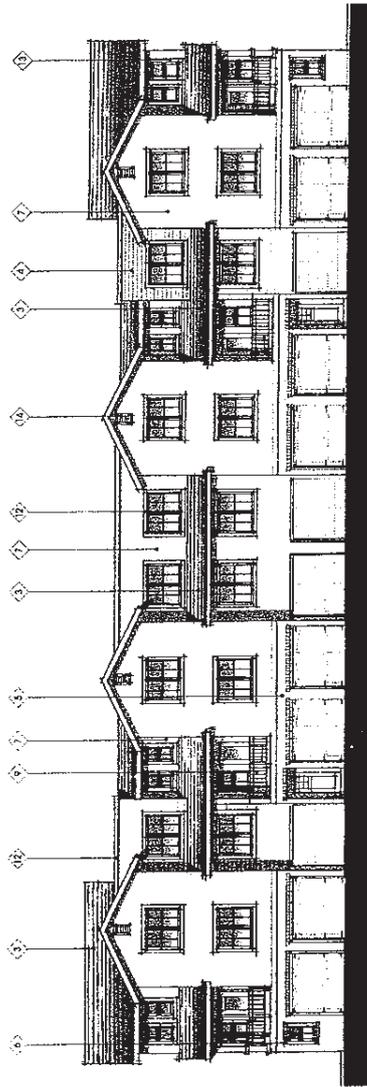
- 1. AWNING
- 2. NOT USED
- 3. CONCRETE TILE ROOF
- 4. WOOD LAP SIDING
- 5. BRICK VENEER
- 6. BRICK HEADER COURSE
- 7. EXTERIOR CEMENT PLASTER
- 8. WOOD KICKER
- 9. DECORATIVE WROUGHT IRON RAILING
- 10. WOOD RAILING
- 11. WRECK-IT TRIM
- 12. EPS TRIM
- 13. WOOD TRIM
- 14. CABLE END VENT
- 15. WOOD SHUTTER



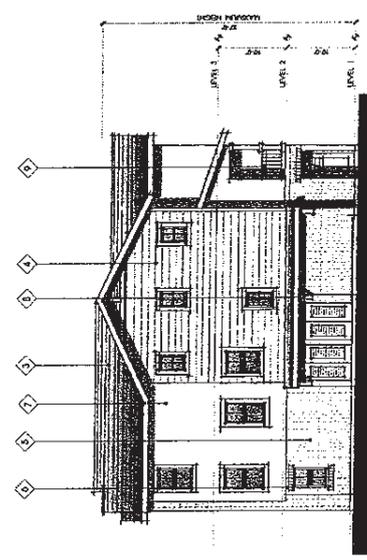
**12-PLEX BUILDING
LEFT ELEVATION (UNIT 2)**



**12-PLEX BUILDING
FRONT ELEVATION**



**12-PLEX BUILDING
REAR ELEVATION**



**12-PLEX BUILDING
RIGHT ELEVATION (UNIT 3)**

SCALE 1/8" = 1'-0"



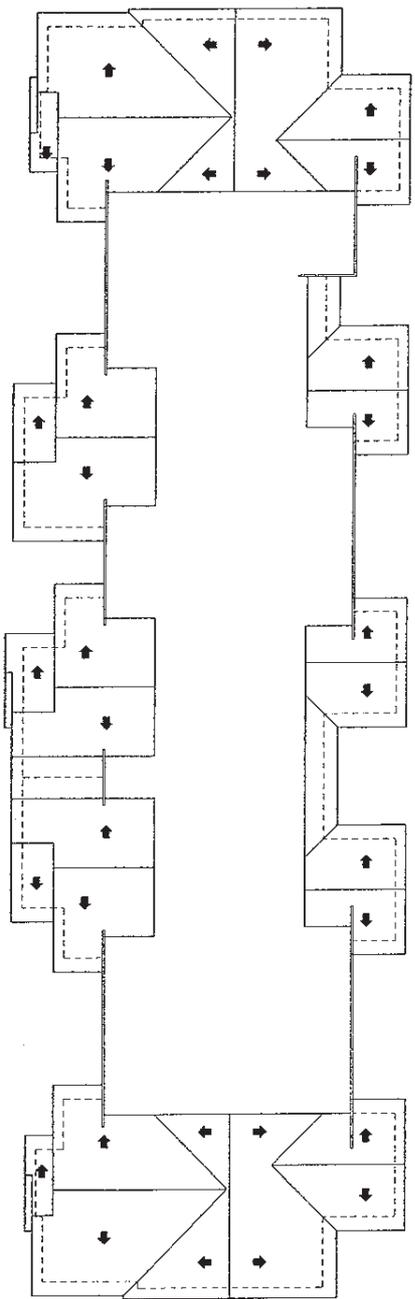
**HUTTON
COMPANIES**

ARROW STATION
MONTCLAIR, CALIFORNIA

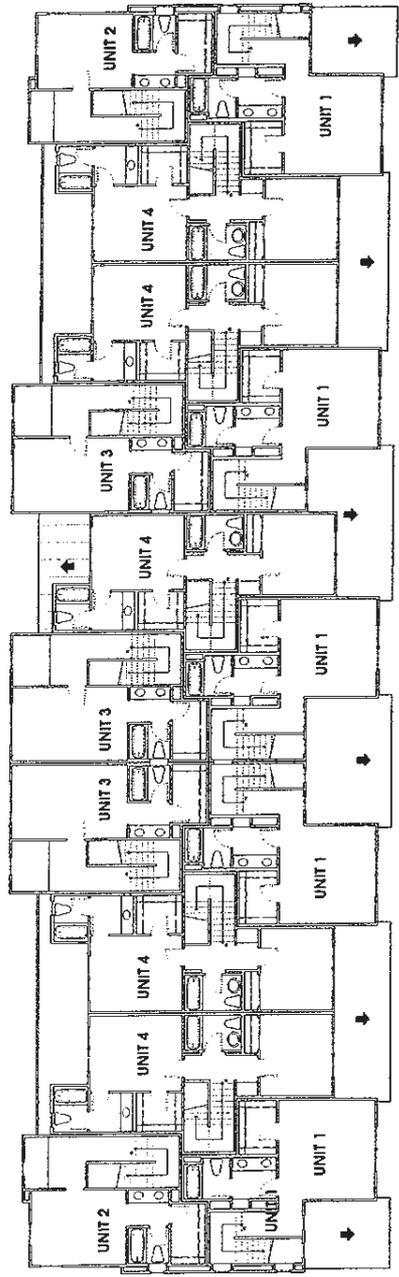
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ARCHITECTS, INC.

SD-12
20110071.01

DECEMBER 6, 2010



15-PLEX BUILDING
ROOF



15-PLEX BUILDING
LEVEL 3

SCALE 1/8" = 1'-0"



**HUTTON
COMPANIES**

ARROW STATION
MONTCLAIR, CALIFORNIA

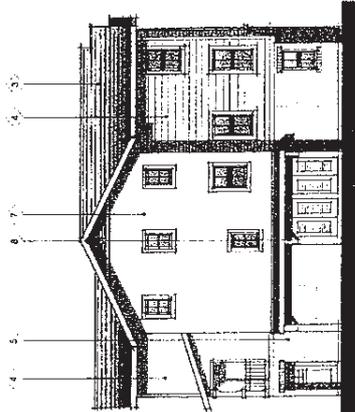
DECEMBER 4, 2010

SD-13b
2010071.01

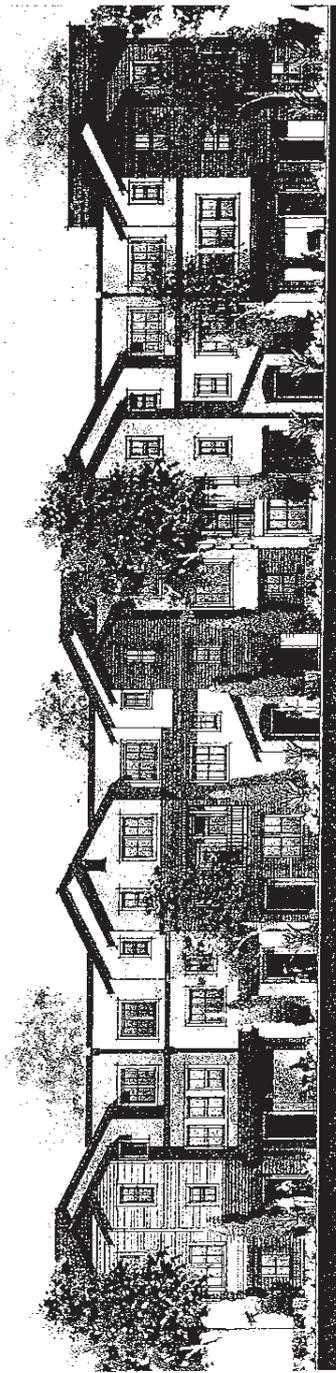
urban studio
WILLIAM HEZMALHALCH
ARCHITECTS, INC.

KEY NOTES

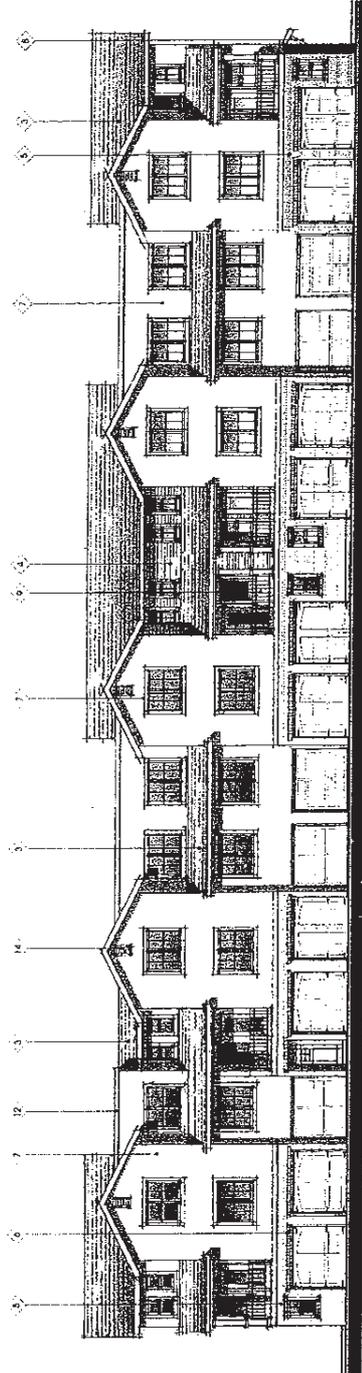
- 1) AWNING
- 2) NOT USED
- 3) CONCRETE TILE ROOF
- 4) WOOD LAP SIDING
- 5) BRICK VENEER
- 6) BRICK HEADER COURSE
- 7) EXTERIOR CEMENT PLASTER
- 8) WOOD SHUTTER
- 9) DECORATIVE WROUGHT IRON RAILING
- 10) WOOD RAILING
- 11) PRECAST TRIM
- 12) EPS TRIM
- 13) WOOD TRIM
- 14) GABLE END VENT
- 15) WOOD SHUTTER



15-PLEX BUILDING
LEFT ELEVATION (UNIT 2)

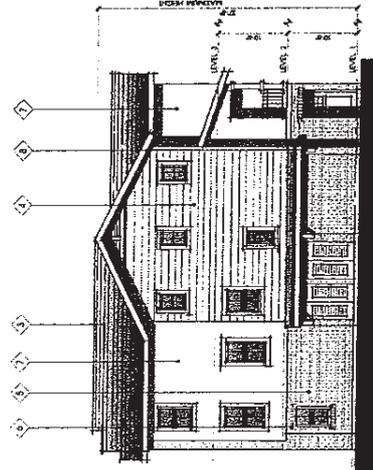


15-PLEX BUILDING
FRONT ELEVATION



15-PLEX BUILDING
REAR ELEVATION

SCALE 1/8" = 1'-0"



15-PLEX BUILDING
RIGHT ELEVATION (UNIT 2)



**HUTTON
COMPANIES**

ARROW STATION
MONTCLAIR, CALIFORNIA

urban studio
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ARCHITECTS, INC.

SD-14
2010071.01

DECEMBER 6, 2010

URBAN SIDE YARD HOMES

Site Area: 2.27 Acres
98,828 S.F.

Overall Density: 13.0 DU/AC

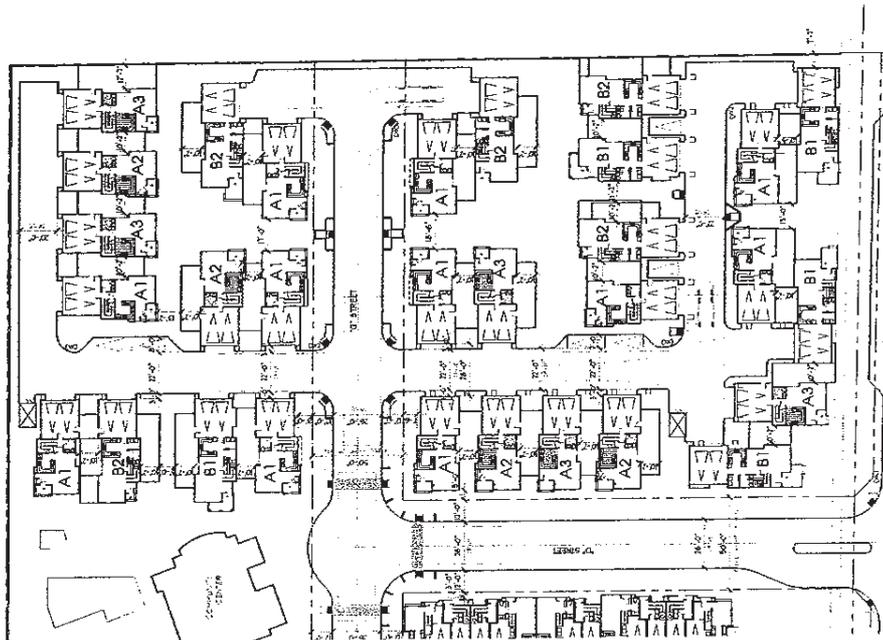
Total Units: 30 Units
 Plan A: 20 Units
 Plan B: 10 Units

Plan A:
 3 BR + 2.5 BA + 2 Car Garage
 Square Footage: 1,100 S.F.
 Plan A1: 2,100 S.F.
 Plan A2: 2,100 S.F.
 Plan A3: 2,100 S.F.

Plan B:
 4 BR + 3.5 BA + 2 Car Garage
 Square Footage: 1,400 S.F.
 Plan B1: 2,800 S.F.
 Plan B2: 2,800 S.F.

REQUIRED PARKING
 Guest Parking Required:
 10 Total Guest Spaces PROVIDED
 Uncovered Spaces on Arrow Highway
 4 Uncovered Surface Spaces

8 Resident Spaces REQUIRED = 30 Units x 25 Spaces per Unit



SITE PLAN
 Scale 1:30



DECEMBER 6, 2010
SD-15
 2010071-01

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 ARCHITECTS, INC.

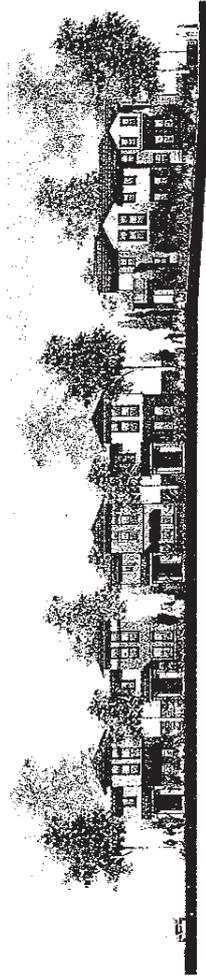
ARROW STATION
 MONTCLAIR, CALIFORNIA

**HUTTON
 COMPANIES**





Street Elevation
Arrow Highway



Street Elevation
"D" Street East Side



Street Elevation
"G" Street



**HUTTON
COMPANIES**

ARROW STATION
MONTCLAIR, CALIFORNIA

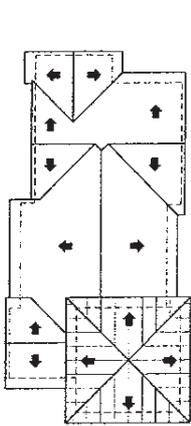
URBAN SIDEYARD HOMES

urban studio
WILLIAM HEZMALHALCH
ARCHITECTS, INC.

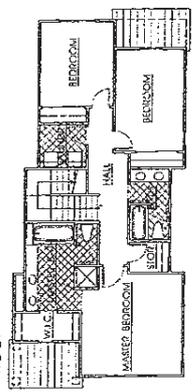
SD-16

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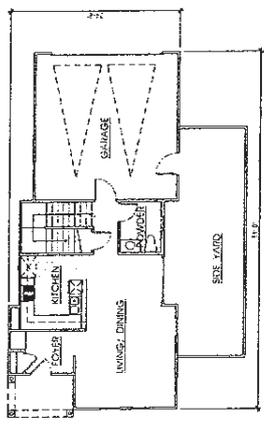
DECEMBER 6, 2010



URBAN SIDEYARD HOME - PLAN A1, A2 & A3
ROOF

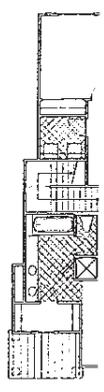


URBAN SIDEYARD HOME - PLAN A1
LEVEL 2

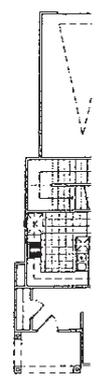


URBAN SIDEYARD HOME - PLAN A1
LEVEL 1

Plan A1 - 2,106 S.F.

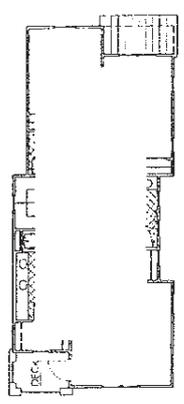


URBAN SIDEYARD HOME - PLAN A2
LEVEL 2

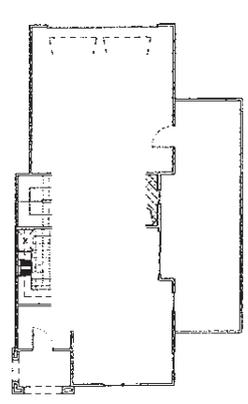


URBAN SIDEYARD HOME - PLAN A2
LEVEL 1

Plan A2 - 2,106 S.F.



URBAN SIDEYARD HOME - PLAN A3
LEVEL 2



URBAN SIDEYARD HOME - PLAN A3
LEVEL 1

Plan A3 - 2,124 S.F.

SCALE 1/8" = 1'-0"



**HUTTON
COMPANIES**

ARROW STATION
MONTCLAIR, CALIFORNIA

DECEMBER 4, 2010

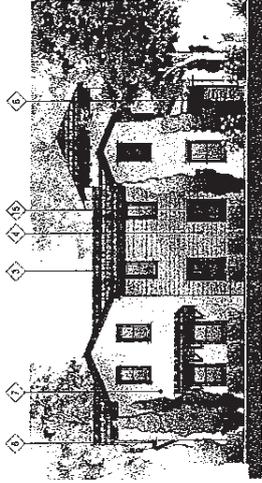
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SD-17
2010071.01

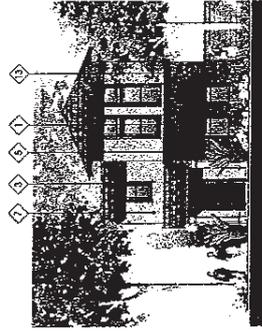


KEY NOTES

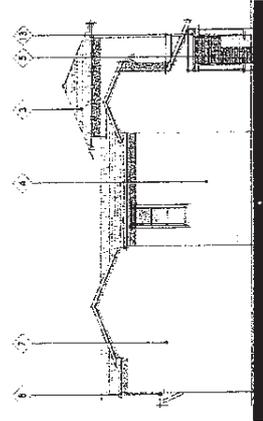
- 1 AWNING
- 2 NOT USED
- 3 CONCRETE TILE ROOF
- 4 WOOD LAP SIDING
- 5 BRICK VENEER
- 6 BRICK HEADER COURSE
- 7 EXTERIOR CEMENT PLASTER
- 8 WOOD KICKER
- 9 DECORATIVE WROUGHT IRON RAILING
- 10 WOOD RAILING
- 11 PRECAST TRIM
- 12 EPS TRIM
- 13 WOOD TRIM
- 14 GABLE END VENT
- 15 WOOD SHUTTER



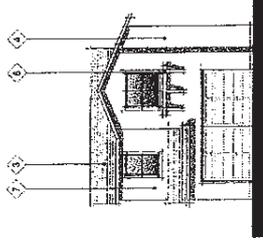
URBAN SIDEYARD HOME - PLAN A1
SIDE ELEVATION



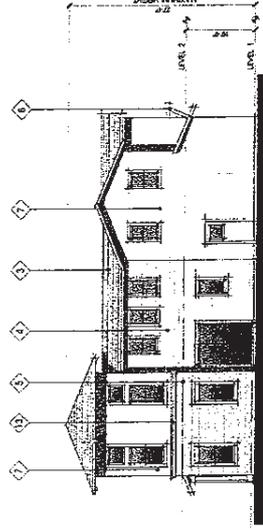
URBAN SIDEYARD HOME - PLAN A1 & A2
FRONT ELEVATION



URBAN SIDEYARD HOME - PLAN A2
SIDE ELEVATION



URBAN SIDEYARD HOME - PLAN A1 & A2
REAR ELEVATION



URBAN SIDEYARD HOME - PLAN A1 & A2
COURTYARD ELEVATION



SCALE 1/8" = 1'-0"



**HUTTON
COMPANIES**

ARROW STATION
MONTCLAIR, CALIFORNIA

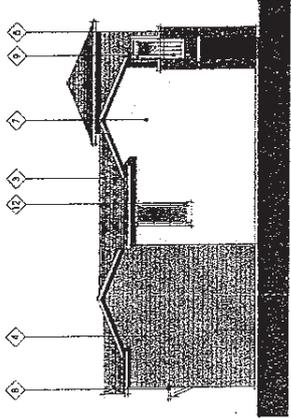
urban studio
WILLIAM HEZMALHALCH
ARCHITECTS, INC.

SD-18
2010071.01

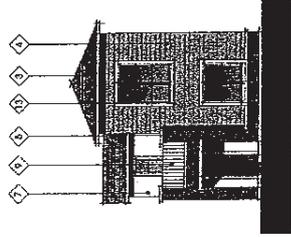
DECEMBER 6, 2010

KEY NOTES

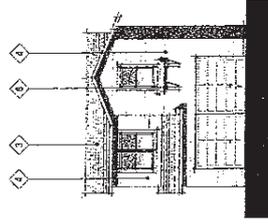
1. AWNING
2. NOT USED
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4. WOOD LAP SIDING
5. BRICK VENER
6. BRICK HEADER COURSE
7. EXTERIOR CELEST PLASTER
8. WOOD KICKER
9. DECORATIVE WROUGHT IRON RAILING
10. WOOD RAILING
11. PRECAST TRIM
12. EPS TRIM
13. WOOD TRIM
14. GABLE END VENT
15. WOOD SHUTTER



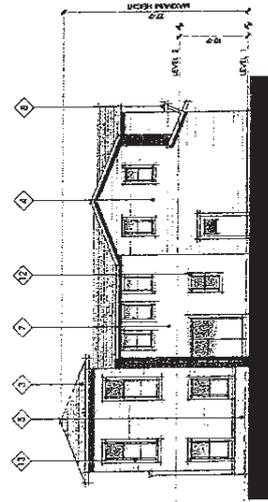
URBAN SIDEYARD HOME - PLAN A3
SIDE ELEVATION



URBAN SIDEYARD HOME - PLAN A3
FRONT ELEVATION



URBAN SIDEYARD HOME - PLAN A3
REAR ELEVATION



URBAN SIDEYARD HOME - PLAN A3
COURTYARD ELEVATION

SCALE 1/8" = 1'-0"



**HUTTON
COMPANIES**

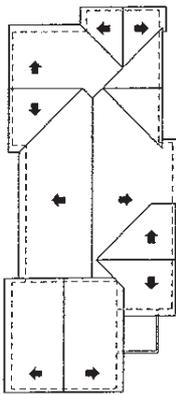
ARROW STATION
MONTCLAIR, CALIFORNIA



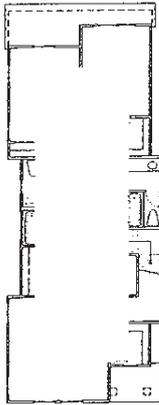
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DECEMBER 6, 2010

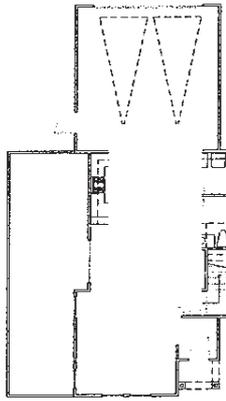
SD-19
201007101



URBAN SIDEYARD HOME - PLAN B2
ROOF

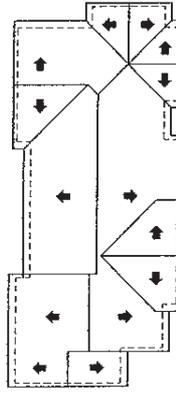


URBAN SIDEYARD HOME - PLAN B2
LEVEL 1

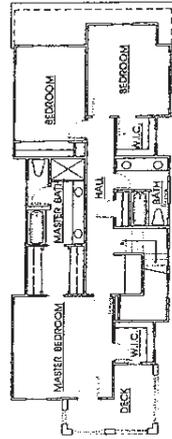


URBAN SIDEYARD HOME - PLAN B2
LEVEL 2

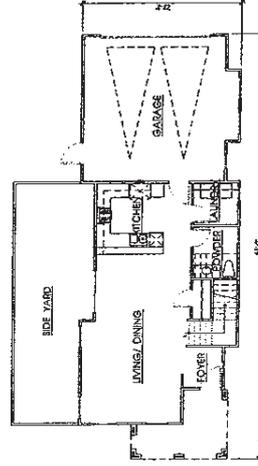
Plan B2 - 2,223 S.F.



URBAN SIDEYARD HOME - PLAN B1
ROOF



URBAN SIDEYARD HOME - PLAN B1
LEVEL 1



URBAN SIDEYARD HOME - PLAN B1
LEVEL 2

Plan B1 - 2,447 S.F.

SCALE 1/8" = 1'-0"



**HUTTON
COMPANIES**

ARROW STATION
MONTCLAIR, CALIFORNIA

DECEMBER 6, 2010

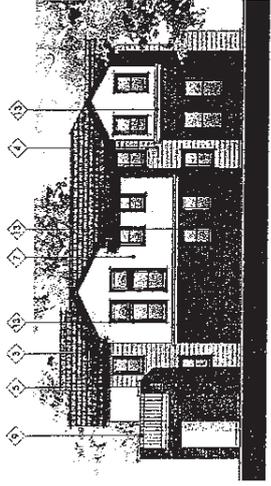
urban studio
WILLIAM HEZMALHALCH
ARCHITECTS, P.C.

SD-20
2010071.01



KEY NOTES

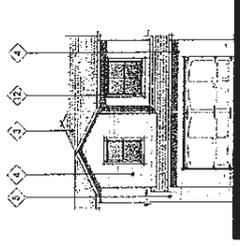
- 1. AWAINING
- 2. NOT USED
- 3. CONCRETE TILE ROOF
- 4. WOOD LAP SIDING
- 5. BRICK VENEER
- 6. BRICK HEADERS COURSE
- 7. EXTERIOR CEMENT PLASTER
- 8. WOOD SHUTTER
- 9. DECORATIVE WROUGHT IRON RAILING
- 10. WOOD RAILING
- 11. PRECAST TRIM
- 12. EPS TRIM
- 13. WOOD TRIM
- 14. GABLE END VENT
- 15. WOOD SHUTTER



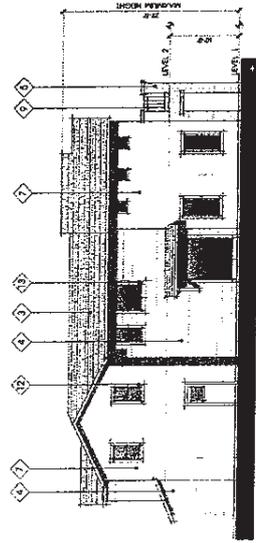
URBAN SIDEYARD HOME - PLAN B1
SIDE ELEVATION



URBAN SIDEYARD HOME - PLAN B1
FRONT ELEVATION



URBAN SIDEYARD HOME - PLAN B1
REAR ELEVATION



URBAN SIDEYARD HOME - PLAN B1
COURTYARD ELEVATION

SCALE 1/8" = 1'-0"



**HUTTON
COMPANIES**

ARROW STATION
MONTCLAIR, CALIFORNIA

urban studio
WILLIAM HEZMALHALCH
ARCHITECTS, INC.

DECEMBER 6, 2010

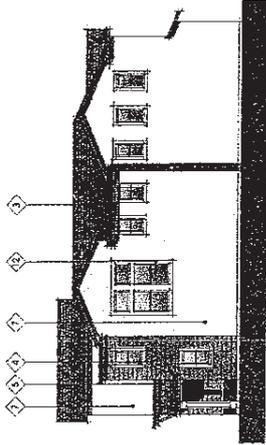
SD-21
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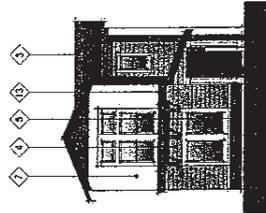


KEY NOTES

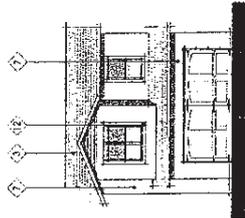
- 1. AWNING
- 2. NOT USED
- 3. CONCRETE TILE ROOF
- 4. WOOD LAP SIDING
- 5. BRICK VENEER
- 6. BRICK HEADER COURSE
- 7. EXTERIOR CEMENT PLASTER
- 8. WOOD KICKER
- 9. DECORATIVE WROUGHT IRON RAILING
- 10. WOOD RAILING
- 11. PRECAST TRIM
- 12. EPS TRIM
- 13. WOOD TRIM
- 14. GABLE END VENT
- 15. WOOD SHUTTER



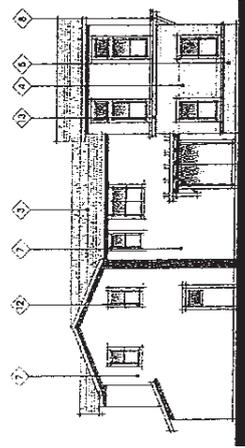
URBAN SIDERYARD HOME - PLAN B2
SIDE ELEVATION



URBAN SIDERYARD HOME - PLAN B2
FRONT ELEVATION



URBAN SIDERYARD HOME - PLAN B2
REAR ELEVATION



URBAN SIDERYARD HOME - PLAN B2
COURTYARD ELEVATION

SCALE 1/8" = 1'-0"



**HUTTON
COMPANIES**

ARROW STATION
MONTCLAIR, CALIFORNIA

DECEMBER 6, 2010

urban studio
WILLIAM HEZMALHALCH
ARCHITECTS

SD-22
2010071.01



AGENDA REPORT

SUBJECT: CONSIDER SETTING A PUBLIC HEARING TO CONSIDER ORDINANCE NO. 10-919 RELATED TO ADOPTION OF THE 2010 EDITION OF THE CALIFORNIA FIRE CODE	DATE: December 6, 2010 SECTION: ADMIN. REPORTS ITEM NO.: 1 FILE I.D.: FRD300 DEPT.: FIRE
BUSINESS PLAN: N/A	

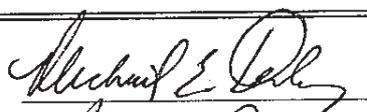
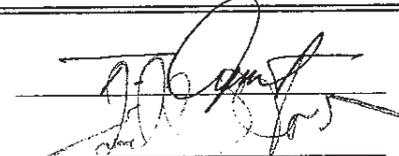
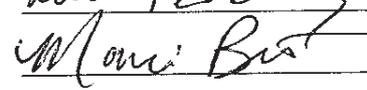
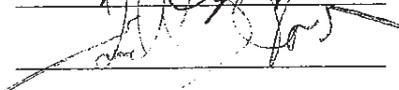
REASON FOR CONSIDERATION: The City Council is requested to consider setting a public hearing regarding Ordinance No. 10-919 related to adoption of the 2010 Edition of the California Fire Code.

BACKGROUND: Every three years, the City adopts the latest version of the California Fire Code. The State of California has chosen to adopt the most recent version of the California Fire Code (2010 Edition), which is based on the 2009 International Fire Code and is part of the California Code of Regulations, Title 24, Part 9.

The 2010 California Fire Code merges the state's amendments with the International Fire Code. This updated version includes the most recent fire safety requirements in an effort to maintain a code that is current and useful. The California Building Standards Commission incorporates many of its regulations and amendments unique to California into the Fire Code. Ordinance No. 10-919 proposes adoption of the 2010 California Fire Code and includes local modifications to the Fire Code, which would allow the Fire Department to provide the highest level of fire and life safety services to the residents and businesses of Montclair.

FISCAL IMPACT: The cost to publish a Notice of Public Hearing related to Ordinance No. 10-919 should not exceed \$300.

RECOMMENDATION: Staff recommends the City Council set a public hearing for Monday, December 20, 2010, at 7:00 p.m. in the City Council Chambers to consider adoption of Ordinance No. 10-919 related to adoption of the 2010 Edition of the California Fire Code.

Prepared by: 	Reviewed and Approved by: 
Proofed by: 	Presented by: 

ORDINANCE NO. 10-919

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING SPECIFIED CHAPTERS OF TITLE 10 OF THE MONTCLAIR MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2010 EDITION OF THE CALIFORNIA FIRE CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, DELETIONS, AND EXCEPTIONS INCLUDING FEES AND PENALTIES

THE CITY COUNCIL OF THE CITY OF MONTCLAIR DOES ORDAIN AS FOLLOWS:

SECTION I. Section 10.02.010, "Definitions," of Chapter 1.02 of the Montclair Municipal Code is hereby amended to include the following revised existing definitions:

Section 10.02.010 Definitions.

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

High-rise building, in other than Group 1-2 occupancies, means every building of any type of construction or occupancy having floors used for human occupancy located more than 75 feet above the lowest floor level having building access (see California Building Code Section 403.1.2), except buildings used as hospitals as defined in Health and Safety Code Section 1250.

SECTION II. Article I of Chapter 10.28 of the Montclair Municipal Code is hereby repealed in its entirety and replaced with the following:

Article I. Fire Prevention

Section 10.28.010 Adoption of the California Fire Code, 2010 Edition.

- A. There is adopted by the City Council for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion, that certain Code known as the California Fire Code, 2010 Edition, based on the 2009 International Fire Code as published by the "International Code Council," and referenced as the California Code of Regulations, Title 24, Part 9, including: Appendix Chapter 4, and Appendices B, BB, C, CC, D, E, F, and H, and the whole thereof, save and except such portions as are hereinafter deleted, modified, or amended by this chapter. The California Fire Code and its appendix chapters will be on file for public examination in the Office of the Fire Marshal, and the same are hereby adopted and incorporated as fully as if set out at length in this chapter, and from the date on which the

Ordinance codified in this chapter shall take effect, the provision thereof shall be controlling within the corporate limits of the City of Montclair and the jurisdiction of the Fire Department.

- B. The modifications and changes adopted in this Chapter are reasonably necessary because of local climatic, geological, and topographical conditions as set forth in Resolution No. 10-2869 attached to the Ordinance codified in this Chapter as Exhibit A and incorporated in this Chapter as though fully set forth. These facts and findings are made pursuant to Sections 17958, 17958.5, and 17958.7 of the California Health and Safety Code and the California Building Standards Commission.

Section 10.28.020 Bureau of Fire Prevention—Established—Supervision.

- A. The California Fire Code shall be enforced by the Office of the Fire Marshal in the Fire Department of the City, which is established and which shall be operated under the supervision of the Chief of the Fire Department.
- B. The Chief of the Fire Department shall also act as the Fire Marshal.

Section 10.28.030 Storage of flammable or combustible liquids—Districts in which prohibited.

- A. The limits referred to in Chapter 32, Section 3204.3.1.1 of the California Fire Code in which the storage of flammable cryogenic fluids in stationary containers outside of buildings is restricted are established as follows: The storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited.
- B. The limits referred to in Chapter 34, Section 3404.2.9.6.1 of the California Fire Code in which the storage of Class I and Class II flammable and combustible liquids in aboveground tanks outside of buildings is restricted are established as follows: The storage of Class I and Class II flammable and combustible liquids in aboveground tanks outside of buildings is prohibited.
- C. Section 3404.2.9.6.1 is amended to include the limits of storage of Class IIIA and Class IIIB combustible liquids in aboveground tanks outside of buildings is restricted and amended as follows: The storage of Class IIIA and Class IIIB liquids in aboveground tanks outside of buildings shall be limited to tanks not exceeding 500 gallons.
- D. Section 3404.2.9.6.1.1, "Location of tanks with pressures 2.5 psig or less," is amended to read as follows:

Aboveground tanks operating at pressures not exceeding 2.5 psig (17.2 kPa) for the storage of Class I, II, or IIIA liquids shall be restricted to listed concrete vaults

in industrial and manufacturing areas where, in the opinion of the Fire Chief, aboveground tanks would not create undue hazard to nearby occupants or property. Quantities shall be limited to 1000 gallons of Class I liquid and 2000 gallons of Class II and IIIA liquids. In no case shall the aggregate of Class I and Class II liquids exceed 2500 gallons at one site.

- E. Section 3404.2.9.6.1.2, "Location of tanks with pressures exceeding 2.5 psig," is amended to read as follows:

Aboveground tanks operating pressures exceeding 2.5 psig (17.2 kPa) or equipped with emergency venting allowing pressures to exceed 2.5 psig (17.2 kPa) for the storage of Class I, II, or IIIA liquids shall be restricted to listed concrete vaults in industrial and manufacturing areas where, in the opinion of the Fire Chief, aboveground tanks would not create undue hazard to occupants or property. Quantities shall be limited to tanks not exceeding 1000 gallons of Class I liquid and 2000 gallons of Class II and IIIA liquids. In no case shall the aggregate of Class I and Class II liquids exceed 2500 gallons at one site.

- F. Section 3404.2.9.6.1.5, "Location of tanks for Class IIIB liquids," is amended to read as follows:

Aboveground tanks for the storage of Class IIIB liquids, excluding unstable liquids, shall be restricted to industrial and manufacturing areas where, in the opinion of the Fire Chief, aboveground tanks would not create undue hazard to occupants or property. Quantities shall be limited to tanks not exceeding 2500 gallons. In no case shall the aggregate of Class IIIB liquids exceed 5000 gallons at one site.

Section 10.28.040 Storage of liquefied petroleum gas restricted.

The limits referred to in Chapter 38, Section 3804.2 of the California Fire Code, in which the storage of liquefied petroleum gas is restricted, are established as follows: Aboveground liquefied petroleum gas containers shall be limited to containers of not more than 500 gallons water capacity. The maximum aggregate capacity per site shall not exceed that as specified in Section 3804.2.

Section 10.28.050 Storage of explosives and fireworks restricted.

Chapter 33, Section 3301.1, "Scope," is amended to read as follows:

3301.1 Scope. The storage of explosives is prohibited within the jurisdiction. Exceptions: Exceptions are as outlined in Section 3301.1:

- (1) The Armed Forces of the United States, Coast Guard, or National Guard.
- (2) Explosives in forms prescribed by the official United States Pharmacopeia.
- (3) The possession, storage, and use of small arms ammunition when packaged in accordance with DOTn packaging requirements.
- (4) The use of explosive materials by federal, state, and local regulatory, law enforcement, and fire agencies acting in their official capacities.
- (5) Items preempted by federal regulations.

Section 10.28.060 Amendments to the California Fire Code.

A. Subsection 103.4.2 is added to Section 103 of Chapter 1 of the California Fire Code to read as follows:

103.4.2 Liability for Costs. The expenses for the response or any action by the Montclair Fire Department that is the result of a violation of the provisions of this Code or any damage caused by malicious mischief or any action determined to be negligent requiring any assistance, corrective, or preventive action conducted by Fire Department personnel shall be a charge against the responsible person, company, or agent whose violation or action caused the Fire Department response. Expenses caused by such response or actions shall constitute a debt of such person, company, or agent. The Fire Chief shall keep an itemized account of expenses incurred by the City in carrying out the duties hereunder and shall prepare and file a report of such expenses, as outlined in the Montclair Fire Department Policy Manual, with the City Treasurer, together with the names and addresses of those responsible. The City Treasurer shall give notice to such person, company, or agent, who shall be afforded an opportunity to be heard regarding such charges by requesting to be heard within 15 days after the mailing of such notice. The City Treasurer shall take such reasonable and necessary action to

recover such expenses from any and all responsible persons, companies, or agents.

- B. Subsection 104.10.2 is added to Section 104 of Chapter 1 of the California Fire Code to read as follows:

104.10.2 Police Powers. The Fire Chief and members of the arson investigation unit shall have the powers of a police officer in performing their duties under this Code and as defined in Section 830.37 of the California Penal Code.

- C. Subsection 105.3.9 is added to Section 105 Chapter 1 of the California Fire Code to read as follows:

105.3.9 Conditions of Permits. Fees. The City Council of the City of Montclair shall establish, as permitted by law, standard governing fees for the issuance of permits. Said fees shall be established by Resolution.

- D. Subsection 108.1 Board of Appeals established.

Subsection 108.1 of Section 108 of Chapter 1 of the California Fire Code is hereby deleted in its entirety.

- E. Subsection 109.3 of Section 109 of Chapter 1 of the California Fire Code is amended to read as follows:

109.3 Violation penalties. Persons who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the Fire Chief or his designee, or of a permit or certificate used under provisions of this Code, shall be guilty of a misdemeanor, punishable by a fine of not more than One Thousand (1,000) dollars or by imprisonment in the City or County jail for a period not to exceed 180 days, or by both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

- F. Subsection 315.3.3 is added to Section 315 of the California Fire Code to read as follows:

315.3.3 Mobile Home Sales Lots. The spacing between individual mobile homes located on mobile home

sales lots shall not be less than ten (10) feet and not less than five (5) feet from any property line.

- G. Subsection 503.2.4 of Section 503 of the California Fire Code is amended to read as follows:

503.2.4 Turning radius. The required turning radius of a fire apparatus access road or any required interior roadway of any facility or commercial or residential development shall be determined by the Fire Department.

- H. Subsection 503.4.1 is added to Section 503.4 of the California Fire Code to read as follows:

503.4.1 Penalties. The parking of vehicles within a properly posted or designated fire apparatus access road may be cited or removed at the owner's expense as provided by law.

- I. Subsection 903.2 of the California Fire Code is replaced to read as follows:

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

- (1) Every structure hereafter constructed, erected, or moved onto a property, regardless of separation walls as outlined in the California Building Code, shall have an approved automatic fire sprinkler system installed throughout therein.
- (2) Every structure, except Group R, Division 3, and Group R, Division 4 occupancies, hereafter remodeled, rebuilt, or renovated where such costs exceed fifty (50) percent of the assessed valuation as determined by the San Bernardino County Tax Assessor shall have an approved automatic fire sprinkler system installed throughout therein.
- (3) Group R, Division 3, and Group R, Division 4 occupancies, including attached Group U occupancies, where fifty (50) percent or more of the existing floor area is hereafter added to, remodeled, rebuilt, or renovated shall have an approved automatic fire

sprinkler system installed throughout therein.

Exceptions:

- (1) Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries, and standby engines, provided those spaces or areas are equipped throughout with an automatic fire alarm system and are separated from the remainder of the building by fire barriers consisting of not less than one-hour fire-resistance-rated walls and two-hour fire-resistance-rated floor/ceiling assemblies.
- (2) Automatic fire sprinkler protection for fixed guideway transit systems shall be as per Section 903.2.17.
- (3) Outdoor, detached storage facilities of 200 square feet or less.
- (4) Any work for which a building permit is not required.
- (5) Block walls.
- (6) Swimming pools and spas.
- (7) Lattice patio covers.
- (8) Reroofing.
- (9) Decks.
 - (i) Except a covered deck constructed as part of a new building or structure.
- (10) Gazebos.

- J. Subsection 903.3.1 of the California Fire Code is amended to read as follows:

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

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

Exceptions:

- (i) Sprinkler systems complying with NFPA 13 D.
 - (ii) Sprinkler systems supplying fewer than twenty (20) heads.
- (2) Sprinkler system risers shall be located within buildings or structures.
 - (3) Post indicator valves, riser control valves, or secondary control valves shall be located and installed as determined by the Montclair Fire Department.
 - (4) Each fire department connection and any controlling valves shall bear a nameplate indicating occupancy name, address, or both as determined by the Fire Department.
 - (5) Minimum underground pipe size shall be six (6) inches in diameter.

Exceptions:

- (i) Sprinkler systems hydraulically calculated may have an underground pipe size of a smaller diameter upon approval of the Fire Department.
 - (ii) Sprinkler systems designed per NFPA 13 D.
- (6) Minimum sprinkler system design requirements for new multioccupancy retail centers shall be as required for NFPA 13, ordinary hazard (group 2).
 - (7) Minimum sprinkler system design requirements for new industrial "spec" buildings shall be as required for NFPA 13, extra hazard (group 1).
 - (8) NFPA 13 R sprinkler systems shall utilize separate underground water mains to supply

the fire sprinkler system and the domestic water supply.

- K. Subsection 907.1.6 is added to Section 907 of the California Fire Code to read as follows:

907.1.6 False Alarms. More than two (2) false alarms transmitted from any required or nonrequired fire alarm system in a one (1) month period of time or three (3) false alarms transmitted from any required or nonrequired fire alarm system in any two (2) month period of time shall result in an assessment of fees for services provided by the Fire Department for all subsequent false alarms in the remainder of the calendar year.

- L. Subsection 1021.1.4 is added to Section 1021 of the California Fire Code to read as follows:

1021.1.4 Second Exit Required. Where the third floor and above within an individual dwelling unit, a Group R, Division 3 congregate residence, or a Group R, Division 4 occupancy exceeds 750 square feet of gross floor area, a second exit shall be provided. For the purposes of this section, the gross floor area shall include all interior and exterior walls, stairways, shafts, and courts.

SECTION III. Article II of Chapter 10.28 of the Montclair Municipal Code is hereby amended as follows:

Article II. Permits, Reviews, and Fees

Section 10.28.100 Permits required.

Section 10.28.100 is amended to read as follows:

10.28.100 Permits required.

Reference California Fire Code, Chapter 1, Subsection 105.1.1 of Section 105.

SECTION IV. Article III of Chapter 10.28 of the Montclair Municipal Code is hereby amended as follows:

Article III. High-Rise Building Regulations

Section 10.28.150 Intent.

Section 10.28.150(A) is repealed in its entirety.

Section 10.28.150(B) [now "Section 10.28.150(A)"] is amended to read as follows:

10.28.150 Intent.

A. If no specific standards or requirements are specified in this chapter, or contained within other applicable laws, adopted codes or ordinances, compliance with the standards of the American Insurance Association, Factory Mutual Engineering, the National Fire Protection Association, or other nationally recognized fire safety standards as are approved by the Fire Chief and Building Official, shall be deemed prima facie evidence of compliance with this intent.

Section 10.28.160 Scope.

Section 10.28.160(A) is amended to read as follows:

10.28.160 Scope.

A. Every high-rise building 75 feet in height above the lowest floor level having building access as defined in Section 10.02.010 hereafter constructed shall conform to Section 10.28.180.

Section 10.28.220 Exits.

Section 10.28.220(B) is amended to read as follows:

10.28.220 Exits.

B. Smoke-proof enclosures may be eliminated if all enclosed stairways are pressurized pursuant to the requirements of the California Building Code.

Section 10.28.250 Seismic considerations.

Section 10.28.250 is amended to read as follows:

10.28.250 Seismic considerations.

A. Every high-rise building shall have the anchorage of the following mechanical and electrical equipment designed and installed in accordance with the California Building Code for lateral force based on ASCE 7 unless data substantiating a lesser value is furnished.

- (1) Elevator drive and suspension systems.
- (2) Standby power and lighting facilities.

- (3) Fire pumps, automatic fire extinguishing systems, and other fire protection equipment.
- (4) Air handling equipment regulated by this chapter.

B. Verification of such conformance shall be substantiated by a licensed structural engineer.

Section 10.28.280 Automatic sprinkler systems.

Section 10.28.280(B) is amended to read as follows:

10.28.280 Automatic sprinkler systems.

B. In addition to the main water supply, a secondary onsite supply of water equal to the hydraulically calculated sprinkler design demand, plus 100 gallons per minute additional for the total standpipe system, shall be provided. This supply shall be automatically available if the principal supply falls, and shall have a duration of 30 minutes. The onsite supply of water as indicated above shall be maintained in a separate system from the public domestic water system, and shall conform to all applicable cross-connection requirements of the City Engineer's Office.

Section 10.28.290 Fire control center.

Section 10.28.290 of the Montclair Municipal Code is hereby repealed in its entirety and replaced with the following:

10.28.290 Fire command center.

A. Every high-rise building in excess of 75 feet, as specified in Section 10.28.160(B), shall be provided with a fire command center located near or adjacent to the main entrance to the building or at any location approved by the Fire Chief and Building Official. The fire command center shall be directly accessible from the outside of the building, consistent with standards developed by the Fire Chief.

B. The fire command center shall be designed to accommodate the functional control and command personnel required to conduct an emergency activity. There shall be a minimum net floor area of 200 square feet with minimum dimension of 1 foot. This floor area shall not be encumbered upon by any walls, equipment, or other appurtenances not necessary to the function of the room.

C. The fire command center shall be separated from the remainder of the building by not less than a one-hour fire barrier, or minimum construction as required by the California Building Code, with all openings protected by assemblies having a fire-resistive rating of not less than 90 minutes or minimum construction as required by the California Building Code.

D. The fire command center shall be used to house the following equipment:

- (1) Voice communication control equipment including equipment necessary to the function of the control unit and its display and status panels.
- (2) Fire alarm and fire detection control equipment including equipment necessary to the function of the control unit and its display and status panels.
- (3) Status indicators and controls for elevators.
- (4) Air handling system status indicators and control switches.
- (5) Controls for unlocking stairway doors and status board indicating whether such doors are locked or unlocked.
- (6) Sprinkler valve supervision and water flow detector display panels.
- (7) Alarm, water flow, and trouble signals shall be annunciated by means of an audible signal and a visual display, which indicates the building, floor, zone, or other designated area from which the alarm, water flow, or trouble signal originated.
- (8) Standby power status display and controls.
- (9) A telephone connected to the public telephone system adjacent to the Fire Department communication systems. This telephone to be for express use of the Fire Department. Telephones for building occupant use shall be separate.

- (10) Intercom to exterior of fire command center to allow for verbal communication without opening the door.
- (11) Supervision indicator of the Fire Department's cabinets.
- (12) Three certified copies of the building floor plans, mechanical plans, and electrical plans.
- (13) Three copies of the Fire Department pre-plans.
- (14) Other fire protection equipment and system controls, such as the following:
 - (a) Water tank level indicators.
 - (b) Fire pump controls and status indicators.
 - (c) Fire level indicator on auxiliary generators and fire pumps.
- (15) Any other similar equipment, controls, or status indicators as deemed necessary by the Fire Chief and Building Official.

E. Any equipment that is a status indicator shall be in the form of a graphic annunciator. The graphic annunciator shall be a line diagram of the building with the lights and activation switches in proper perspective on the diagram. The graphic annunciator shall be further keyed to the required building floor plans per floor and location on the floor.

F. As well as the graphic annunciator, an alphanumeric printout of all status indications or switch activations, along with the date and time of alarm or activation, shall be provided. This printout shall also be coded to provide the location of the activation on the building floor plans per floor and location of the floor.

G. The fire command center shall not be used for the housing of any boiler, heating unit, generator, or storage.

Section 10.28.300 Emergency helicopter landing facility.

Section 10.28.300 of the Montclair Municipal Code is hereby repealed in its entirety and replaced with the following:

10.28.300 Emergency helicopter landing facility.

Each high-rise building, in excess of 75 feet, as specified in Section 10.28.160(B) shall incorporate an emergency helicopter landing facility located on the roof of the building in an area approved by the Fire Department in accordance to Section 412.7 of the California Building Code and the following:

- A. A landing glide slope angle determined by a ratio of eight feet horizontal distance for every one foot of vertical clearance required. Two such approaches shall be available at least 90 degrees removed from each other.
- B. A clear, unobstructed landing and takeoff area with a minimum dimension of 100 feet by 100 feet and a reinforced touchdown area having a minimum dimension of 50 feet by 50 feet.
- C. If the roof has no parapet wall, a substantial fence or safety net shall be provided around the perimeter of the roof in such a manner that it will not restrict or reduce the required landing and takeoff area.
- D. A wind-indicating device shall be provided.
- E. The roof top shall be marked by an emergency marker as required by the Chief of the Fire Department.
- F. The roof top shall be marked with the numerical street address of the building with the numbers facing the street frontage corresponding to the address. The size of the numbers is to be three feet high and one foot wide.

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 on February 2, 2011.

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, 2011.

Mayor

ATTEST:

City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 10-919 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2011, and finally passed not less than five (5) days thereafter on the XX day of XX, 2011, by the following vote, to-wit:

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

Donna M. Jackson
City Clerk

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF FISCAL
YEAR 2010-11 RECOMMENDATIONS FOR
THE SCHEDULE OF COMMUNITY BENEFITS
FUNDING

DATE: December 6, 2010

SECTION: ADMIN. REPORTS

ITEM NO.: 2

**BUSINESS
PLAN:** N/A

FILE I.D.: CAC080

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: Annually, the Human Services Division presents the City Council with a list of Community Action Committee (CAC) organizations that are recommended to receive a portion of funds appropriated in the Community Benefits account. The City Council is requested to consider the organizations' requests listed on the Fiscal Year 2010-11 Community Benefits Assistance Program Agency Funding Requests at the end of this report and to approve the funding recommendations.

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

- To acquaint themselves with the requesting organizations and their programs of service.
- To inquire about requesting agencies' operating budgets and revenue sources in order to evaluate their financial needs.
- To determine the appropriate use of funds that may have been previously allocated by the City to requesting agencies.

The CAC heard presentations on Wednesday, November 3, 2010, to consider requests for community benefits assistance from the following organizations:

1. *Community Senior Services.* Services include providing frail elderly persons the needed volunteer assistance to remain independent in their homes through the Senior Companion Program, providing support and training to caregivers through the Family Caregiver Support Program, providing comprehensive up-to-date information through the Senior Resource Directory, and providing help for individuals who need assistance with a product or service at no cost to them through the Change A Life Foundation. Last year, the agency received 116 calls on the Senior Help Line for Montclair Senior Citizens.

Prepared by:

M. Richter

Reviewed and
Approved by:

Steve Lustrro

Proofed by:

Christine Smedley

Presented by:

[Signature]

2. *House of Ruth.* The House of Ruth provides shelter and support services for Montclair women and their children who are victims of physical abuse including: emergency shelter, children's programs, counseling for women and children, legal and social services advocacy, job counseling, housing advocacy, case management, information and referral, and community education. In 2009, the House of Ruth gave direct services to 33 Montclair families of battered women and their children, provided hotline crisis intervention for 73 Montclair residents, and presented Domestic Violence prevention education to 996 Montclair youth and adults.
3. *Inland Hospice Association.* The Inland Hospice Association assists terminally ill patients and their families with palliative care. Organization representatives stay with the patients to provide companionship and emotional support and respite for families. The representatives also assist in personal care and transportation. In the past fiscal year, Inland Hospice assisted 30 Montclair residents.
4. *John Wooton Scholarship Fund.* Since 1983, a college music scholarship is awarded through this fund to a graduating Montclair High School student with a grade point average of 3.0 or better who plans to major or minor in music.
5. *Montclair Community Collaborative (MCC).* The MCC was founded in 1996 to coordinate services for struggling children and families in crisis. The goal of MCC's Case Management Program is to help families access food, shelter, education, health care, and transportation. In 2009 the MCC Case Management Program provided 263 families/individuals with service.
6. *Montclair Meals on Wheels.* Services include the home delivery of lunches to Montclair residents who are unable to shop for themselves or prepare their own meals. The program regularly serves approximately 25 Montclair residents weekdays throughout the year. The Meals on Wheels program is charged \$3 per meal and the cost to the recipient is also \$3. The funds received would pay for the fixed costs needed to support the program volunteers that deliver the meals, such as insurance and mileage fees.
7. *Pomona Valley Workshop (PVW).* Pomona Valley Workshop provides vocational and social opportunities for adults with developmental/physical disabilities, improving their quality of life. Funding would be used to purchase production equipment and repairs for the Work Activity Program that allows PVW to provide contract workers to local business vendors at a reduced cost. This helps employ our disabled workforce while also benefiting our local business economy.
8. *Project Sister.* Services are provided to survivors of sexual assault and include the following: 24-hour hotline, information and referral, advocacy and accompaniment, individual counseling and support groups, community education, teen programs, child-abuse prevention, and self-defense instruction. Project Sister served 300 Montclair residents during 2009.
9. *Visiting Nurse Association and Hospice (VNA).* The VNA provides home healthcare and hospice services in our community. The VNA provided free care to Montclair residents through the Take the Afternoon Off program. This program has expended \$24,484 during the first nine months of 2010 to Montclair residents.

FISCAL IMPACT: For Fiscal Year 2010-11, the City Council authorized spending \$10,000 on community benefits. Funding levels for each eligible agency are based on the following factors:

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

RECOMMENDATION: Staff recommends the City Council approve the following Fiscal Year 2010-11 schedule of recommendations for Community Benefits Funding:

**FISCAL YEAR 2010-11
COMMUNITY BENEFITS ASSISTANCE PROGRAM
AGENCY FUNDING REQUESTS**

<i>Requesting Agencies</i>	<i>FY 2010-11 Funding Requests</i>	<i>FY 2010-11 Recommen- dations</i>
(1) Community Senior Services	5,000	1,083
(2) House of Ruth	2,000	1,083
(3) Inland Hospice Association	1,954	1,083
(4) John Wooton Scholarship Foundation	1,000	1,000
(5) Montclair Community Collaborative	1,000	1,000
(6) Montclair Meals on Wheels	1,500	1,500
(7) Pomona Valley Workshop	2,500	1,085
(8) Project Sister	1,500	1,083
(9) Visiting Nurse Association	<u>\$ 5,000</u>	<u>\$ 1,083</u>
TOTALS	<u>\$21,454</u>	<u>\$10,000</u>

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZATION TO PURCHASE ONE 2010 CUES CLOSED CIRCUIT TELEVISION SEWER INSPECTION SYSTEM FROM PLUMBERS DEPOT	DATE: December 6, 2010 SECTION: ADMIN REPORTS ITEM NO.: 3 FILE I.D.: EQS120 DEPT.: PUBLIC WORKS
BUSINESS PLAN: N/A	

REASON FOR CONSIDERATION: Staff has completed the technical specification for one Closed Circuit Television (CCTV) Sewer Inspection System and has obtained three quotes as outlined in the City's Purchasing Manual.

BACKGROUND: The City currently owns a 1987 cab and chassis Cues CCTV Sewer Inspection System. The vehicle's engine smokes and burns excessive oil and needs to be replaced or rebuilt. This vehicle is 23 years old, and parts are extremely difficult to obtain. The Onan commercial generator burns oil and will not maintain an electrical load. The television inspection equipment (camera, tractor, cables, wiring, VHS, and data computer) was replaced in 1997 and now continually breaks down and is in need of replacement.

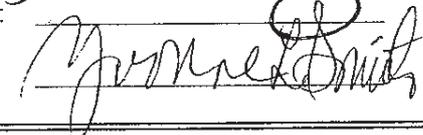
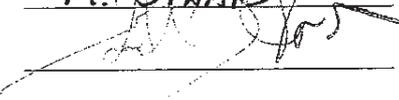
BACKGROUND: The City Council approved the purchase of one color television sewer inspection system in the Fiscal Year 2010-11 Public Works Department Budget to replace the truck purchased in 1987. Staff received the following bids from three local equipment suppliers:

<i>Vendor</i>	<i>Cost</i>
Plumbers Depot	\$160,860.02
Municipal Maintenance Equipment	\$169,347.85
Advanced Infrastructure Technologies	\$187,256.55

Staff has researched various manufacturers and determined the Cues CCTV system from Plumbers Depot to be the best quality to meet the requirements to televise the City's over 75 miles of sewer mainline.

FISCAL IMPACT: Funding for a Color Television Sewer Inspection System in the amount of \$162,000 was included in the Fiscal Year 2010-11 Budget under Capital Outlay, Transportation & Work Equipment. The purchase price for the 2010 CCTV Sewer Inspection Truck is \$160,860.02.

RECOMMENDATION: Staff recommends the City Council authorize staff to purchase a 2010 Cues Closed Circuit Television Sewer Inspection System in the amount of \$160,860.02 from Plumbers Depot.

Prepared by:  Proofed by: 	Reviewed and Approved by:	 Presented by: 
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AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER
AND PAYROLL DOCUMENTATION

DATE: December 6, 2010

SECTION: ADMIN. REPORTS

ITEM NO.: 4

FILE I.D.: FIN540

**BUSINESS
PLAN:** N/A

DEPT.: ADMIN. SVCS.

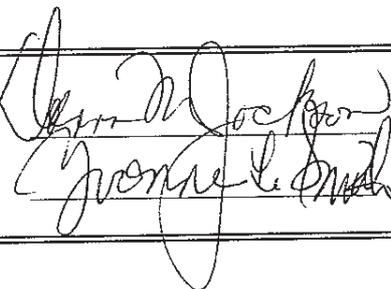
REASON FOR CONSIDERATION: The City Council is requested to consider approval of the Warrant Register and Payroll Documentation.

BACKGROUND: Mayor Pro Tem Dutrey has examined the Warrant Register dated December 6, 2010, and Payroll Documentation dated October 10, 2010, finds them to be in order and recommends their approval.

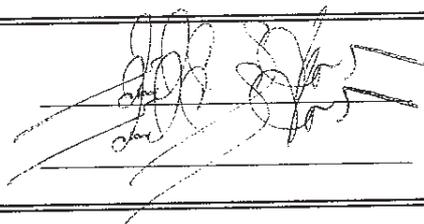
FISCAL IMPACT: The Warrant Register dated December 6, 2010, totals \$1,664,099.65. The Payroll Documentation dated October 10, 2010, totals \$580,441.92, with \$419,578.76 being the total cash disbursement.

RECOMMENDATION: Staff recommends the above-referenced Warrant Register and Payroll Documentation be approved as presented.

Prepared by:



Reviewed and
Approved by:



Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 10-126 AMENDING AGREEMENT NO.10-71 WITH CALIFORNIA LAND- SCAPE AND DESIGN, INC., FOR MAINTENANCE SERVICES AT THE MONTCLAIR SKATE PARK AND ALMA HOFMAN PARK RESTROOM FACILITIES	DATE: December 6, 2010 SECTION: AGREEMENTS ITEM NO.: 1 FILE I.D.: PRK370 DEPT.: PUBLIC WORKS
BUSINESS PLAN: N/A	

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 10-126 amending Agreement No. 10-71 with California Landscape and Design, Inc., for maintenance services at the Montclair Skate Park and Alma Hofman Park restroom facilities. A copy of proposed Agreement No. 10-126 is attached for the City Council's review and consideration.

BACKGROUND: At its meeting of July 6, 2010, the City Council approved Agreement No. 10-71 with California Landscape and Design, Inc., for maintenance of the Montclair Skate Park. A new outdoor restroom facility was built as part of the new Senior Center to serve users of Alma Hofman Park. Agreement No. 10-126 would modify Agreement No. 10-71 to provide opening, closing, and cleaning services for the new restrooms every Friday through Sunday. City staff would open, close, and clean the restrooms Monday through Thursday. The proposed Agreement is for a 12-month period and could be renewed annually up to five years with the consent of both the City and California Landscape and Design. The fourth renewal year of original Agreement No. 05-158 begins in Fiscal Year 2010-11.

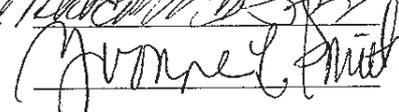
FISCAL IMPACT: The cost to provide additional maintenance services for the remainder of Fiscal Year 2010-11 is \$3,000. Funds for this purpose are not included in the Public Works Fiscal Year 2010-11 Parks Division Budget, so additional funds would be requested at Midyear Budget Review.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 10-126 amending Agreement No. 10-71 with California Landscape and Design, Inc., for maintenance services at the Montclair Skate Park and Alma Hofman Park restroom facilities.

Prepared by: 

Reviewed and
Approved by:



Proofed by: 

Presented by:

**AN AGREEMENT BY AND BETWEEN THE CITY
OF MONTCLAIR AND CALIFORNIA LANDSCAPE
AND DESIGN, INC., FOR MAINTENANCE OF THE
MONTCLAIR SKATE PARK AND THE OPENING,
CLOSING, AND CLEANING OF THE ALMA
HOFMAN PARK RESTROOM**

THIS AGREEMENT made and entered into this 1st day of January, 2011, by and between the **City of Montclair**, a Municipal Corporation, County of San Bernardino, State of California, hereinafter referred to as "**CITY**"; and **California Landscape and Design, Inc.**, hereinafter referred to as "**CONTRACTOR**."

WITNESSETH:

SECTION I

The **CONTRACTOR**, in consideration of the promises of the **CITY** hereinafter set forth, hereby agrees to furnish all tools, equipment, materials, labor, and transportation necessary to perform and complete the terms of this Agreement and to faithfully perform and maintain in a good and workmanlike manner the maintenance services on the area as set forth and listed in this Agreement.

SECTION II

This Agreement is for a period of one (1) year from the date herein above set forth and can be renewed annually up to four (4) years with the consent of the **CITY** and the **CONTRACTOR**, subject to the right of either party to cancel without cause by giving a minimum of thirty (30) days' written notice to the other of such cancellation.

SECTION III

All of the work and services to be performed pursuant to this Agreement shall be performed in a good and workmanlike manner for the total monthly sum of \$3,950, with payments to be made on the 15th day of each and every calendar month during the term of this agreement, which will be paid the **CONTRACTOR** for all work and services to be performed pursuant to this Agreement. **CONTRACTOR** shall pay prevailing wages in accordance with the laws of the State of California.

Payment of additional services requested, in writing, by **CITY** and not included in the scope of services as set forth in the Agreement, shall be performed by the **CONTRACTOR** at the rate of \$20.00 per hour. This hourly rate is negotiable annually and shall include labor, equipment, overhead, and profit. Any and all work done under this Section of this Agreement will be with prior written approval from the **CITY**. If prior written approval is not obtained by the **CITY**, no payment will be approved. Charges for additional services shall be invoiced on a monthly basis and shall be paid by the **CITY** within a reasonable time after said invoices are received by the **CITY**.

SECTION IV

The CONTRACTOR shall defend, indemnify, and save harmless the CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property, including the payment by the CONTRACTOR of any and all legal costs and attorney's fees, in any manner arising out of any negligent or intentional or willful acts or omissions of the CONTRACTOR or any of its agents, servants, employees, or licensees in the performance of this Agreement including, but not limited to, all consequential damages to the maximum extent permitted by law.

SECTION V

The CONTRACTOR shall furnish a Certificate of Deposit as surety in the amount equal to one (1) month's maintenance cost in the name of the City of Montclair with all interest payments to the CONTRACTOR. The certificate shall remain in force for the term of this Agreement. If the CONTRACTOR requests a price increase as outlined in Section III, the CONTRACTOR must furnish a Certificate of Deposit with the new amount in the name of the City of Montclair with interest payments to the CONTRACTOR. The Certificate of Deposit must be on file with the CITY before the CONTRACTOR will be permitted to begin his maintenance operations.

SECTION VI

The CONTRACTOR shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to the CITY nor shall the CONTRACTOR allow any employee to commence work on the maintenance services subject to this Agreement until all insurance required has been obtained. The CONTRACTOR shall take out and maintain, at all times during the term of this Agreement, the policies of insurance as set forth hereinafter.

SECTION VII

Workers' Compensation Insurance: Before beginning work, the CONTRACTOR shall furnish the CITY a Certificate of Insurance as proof that it has taken out full Workers' Compensation Insurance for all persons whom it may employ directly or through subcontractors in carrying out the work specified herein in accordance with the State of California.

In accordance with the provisions of California Labor Code Section 3700, every employer shall secure the payment of compensation to his employees. The CONTRACTOR shall, prior to commencing work, sign and file with the CITY a certification as follows:

I am aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance with the provisions of the Code; and I will comply with such provisions before commencing the performance of the work of this Agreement.

SECTION VIII

Throughout the term of this Agreement, at the CONTRACTOR'S sole cost and expense, the CONTRACTOR shall keep, or cause to be kept, in full force and effect for the mutual benefit of the CITY and the CONTRACTOR comprehensive, broad form, general public liability, and automobile insurance against claims and liabilities for personal injury, death, or property damage arising from the CONTRACTOR'S activities, providing protection of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person and Three Million Dollars (\$3,000,000) for any one accident or occurrence and at least One Million Dollars (\$1,000,000) for property damage.

SECTION IX

All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California and policies required under Section VIII shall name, as additional insured, the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer, insured, and all subcontractors waive the right of subrogation against the CITY, its elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by the CITY; and (3) they cannot be canceled or materially changed except after (30) days' written notice by the insurer to the CITY by certified mail. The CONTRACTOR shall furnish the CITY with copies of all such policies promptly upon receipt of them or with a certificate evidencing the insurance. The CONTRACTOR may effect for its own account insurance not required under this Agreement.

SECTION X

The CONTRACTOR shall, before any work begins, obtain and maintain the following: City of Montclair Business license and a State of California Contractor's License (C27).

SECTION XI

The Public Works Superintendent, or his designated representative, shall be the judge of all work performed and shall approve all material provided by the CONTRACTOR before it is used. If the work is not satisfactory, the Public Works Superintendent or his designated representative may suspend the Agreement for any period of time or terminate the Agreement as set forth herein. No sums shall be due or payable to the CONTRACTOR for or during any time of such suspension or after termination.

It is further agreed that in the event the CONTRACTOR fails to furnish tools, equipment, materials, labor, or transportation in the necessary quantity or quality, or fails to prosecute the work or any part thereof, the Public Works Superintendent or his designated representative shall so certify to the City Manager of the CITY, and if thereafter the CONTRACTOR, for a period of ten (10) days after receipt of a written demand from the Public Works Superintendent or his designated representative, fails to furnish tools, equipment, materials, labor, or transportation in the necessary

quantity or quality and to prosecute said work and all parts thereof in a diligent and workmanlike manner or after commencing to do so within said ten (10) days fails to continue to do so, then the CITY may exclude the CONTRACTOR from the premises or any portion thereof, together with all materials and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work either by furnishing the tools, equipment, materials, labor or transportation necessary therefor, or by letting the unfinished portion of said work or the portion taken over by the CITY be a charge against the CONTRACTOR and may be deducted from any money due or becoming due to the CONTRACTOR for the CITY, or the CONTRACTOR may be compelled to pay the CITY the amount of said charge or the portion thereof unsatisfied. As used herein, the term "premises" shall include the area as set forth in SECTION XII hereof.

SECTION XII

SPECIFIC

MONTCLAIR SKATE PARK

The Montclair Skate Park is located at 5201 Benito Street, Montclair California 91763. The skate park is approximately 18,000 square feet in size. The maintenance area includes all signs, concrete surfaces, wrought-iron fence, and block wall in and around the skate park as well as the concrete, trash receptacle, bike rack, and two benches outside the south entrance to the skate park.

A. Opening and Closing

1. The skate park is open to the public 365 day per year. The skate park is to be opened at 8:00 a.m. every day and closed at 10:00 p.m. every night. If the skate park cannot be opened because of inclement weather or damage, the CONTRACTOR shall place a sign stating, 'Closed due to Weather' or 'Closed for Repairs' (both supplied by the CITY), at the entrance to the skate park and shall notify the Public Works Superintendent or his designee as soon as possible.
2. If the CITY should determine to open or close the skate park in order to perform any repairs by City staff, the CITY will then either open and/or close the skate park and notify the CONTRACTOR as soon as possible. Should repairs be necessary, the CITY shall place a sign stating, 'Closed for Repairs,' at the entrance to the skate park.

B. Daily Safety Inspection

1. Each morning before the skate park is opened to the public, the CONTRACTOR shall perform a safety inspection of the site. The inspection shall include checking the concrete surfaces for liquid spills, chips, spalling, etc., and the metal coping and handrails for any hazardous defects. If the CONTRACTOR discovers defects that would cause a safety hazard to patrons, the skate park should not be opened until the hazard is repaired. If the skate park cannot be opened for these reasons, the CONTRACTOR

shall notify the Public Works Superintendent or his designee as soon as possible.

C. Site Cleanup

1. Before the skate park is opened each day, the CONTRACTOR shall pick up and dispose of all debris and clean any gum, liquid spills, dirt, or other foreign materials from the concrete surfaces.
2. The CONTRACTOR shall pressure wash all concrete surfaces each Monday before opening the skate park to the public.

D. Graffiti Removal

1. Before opening the skate park each day, the CONTRACTOR shall remove any graffiti (including self-adhesive stickers) from the concrete surfaces, signs, light poles, trash receptacles, park benches, wrought-iron fence, and block wall. In removing graffiti, the CONTRACTOR shall use chemicals and methods that will not cause damage to any of the surfaces from which the graffiti is being removed.

E. Block Wall

1. The Contractor shall paint the block wall on the west and south sides of the skate park annually at a time mutually agreed upon by the CITY and the CONTRACTOR.
2. The CITY shall be responsible for any structural repairs to the block wall.

F. Wrought-Iron Fence

1. The Contractor shall paint the wrought-iron fence on the west, north, east, and south sides of the skate park annually at a time mutually agreed upon by the CITY and the CONTRACTOR.
2. The CITY shall be responsible for any structural repairs to the wrought-iron fence.

G. Spine

1. The CONTRACTOR shall be responsible for painting the spine red twice each year at a time mutually agreed upon by the CITY and the CONTRACTOR.

H. Concrete Repair

1. The CONTRACTOR shall repair, as part of this Agreement, all chips and spalls in the concrete surfaces that present a hazard to patrons of the skate park.

I. Metal

1. The CONTRACTOR shall repair, as part of this agreement, all chips, gouges, cracks, and bending in the metal surfaces on the railing, box edges, and coping that present a hazard to patrons of the skate park.

J. Management and Supervision

1. The site defined by this Agreement shall be closely inspected by the CONTRACTOR'S Maintenance Superintendent to ensure proper work procedures are followed.
2. Monthly maintenance reports by CONTRACTOR'S Maintenance Superintendent shall be submitted for CITY'S information.

ALMA HOFMAN PARK RESTROOMS

The Alma Hofman Park restrooms are located at 5201 Benito Street, Montclair California 91763. The restrooms are approximately 256 square feet in size. The maintenance area includes the interior of both men's and women's restrooms and shall include all signs, walls, wrought-iron gates, and all miscellaneous restroom fixtures.

A. Opening and Closing

1. The restrooms are open to the public 365 days per year. The restrooms are to be opened at 8:00 a.m. and closed at 10:00 p.m. every Friday through Sunday and all City of Montclair observed holidays listed below.

B. Daily Safety Inspection

1. Each morning before the restrooms are opened to the public, the CONTRACTOR shall perform a safety inspection of the site. The inspection shall include checking the concrete surfaces for human waste, liquid spills, chips, spalling, etc. If the CONTRACTOR discovers defects that would cause a safety hazard to patrons, the restrooms should not be opened until the hazard is repaired. If the restrooms cannot be opened for these reasons, the CONTRACTOR shall notify the Public Works Superintendent or his designee as soon as possible.

C. Daily Cleaning

1. Before the restrooms are opened each day, the CONTRACTOR shall pick up and dispose of all debris and clean any gum, human waste liquid spills, dirt, or other foreign materials from the concrete surfaces.
2. The CONTRACTOR shall clean the restroom floors and all plumbing fixtures with disinfectant at the beginning of each day including emptying feminine hygiene disposal units in the women's restrooms.

D. Graffiti Removal

1. Before opening the restrooms each day, the CONTRACTOR shall remove any graffiti (including self-adhesive stickers) from the concrete surfaces, block walls, signs, trash receptacles, wrought-iron gates, plumbing fixtures and restroom toilet stall doors. In removing graffiti, the CONTRACTOR shall use chemicals and methods that will not cause damage to any of the surfaces from which the graffiti is being removed. Paint will be provided to the contractor by the City of Montclair as needed to paint out graffiti inside the restrooms.

E. Stocking Supplies

1. The CONTRACTOR shall install toilet paper and toilet seat covers in all toilet stalls (toilet paper and seat covers supplied by City of Montclair) as needed.

F. Management and Supervision

1. The site defined by this Agreement shall be closely inspected by the CONTRACTOR'S Maintenance Superintendent to ensure proper work procedures are followed.
2. Monthly maintenance reports by CONTRACTOR'S Maintenance Superintendent shall be submitted for CITY'S information.

SECTION XIII

MISCELLANEOUS PROVISIONS

- A. Assignment.** No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by the CONTRACTOR without the written consent of the CITY.
- B. Independent Contractor.** The parties hereto agree that CONTRACTOR and its employees, officers, and agents are independent contractors under this Agreement and shall not be construed for any purpose whatsoever to be employees of the CITY.
- C. Compliance With Laws.** The CONTRACTOR shall comply with all applicable laws in performing its obligations under this Agreement.
- D. Discrimination.** The CONTRACTOR agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the CONTRACTOR agrees to comply with all County, State, and Federal laws related to equal employment opportunity rights.
- E. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

F. **Attorney's Fees.** In the event that any legal proceeding is instituted to enforce any term or provisions of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorney's fees and costs from the opposing party in an amount to be determined by the court to be reasonable.

G. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any other party that is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing, signed by all parties.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the day and year first set forth hereinabove.

Contractor:

CALIFORNIA LANDSCAPE AND DESIGN, INC.

(Name, Title)

Date

City:

CITY OF MONTCLAIR

Paul M. Eaton
Mayor

Date

ATTEST:

Donna M. Jackson
City Clerk

Date

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 10-127, A REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY AND CENTRAL PARK PLAZA, F.L.P., REGARDING UNDERGROUNDING OVERHEAD UTILITIES AT 9660 CENTRAL AVENUE	DATE: December 6, 2010 SECTION: AGREEMENTS ITEM NO.: 2 FILE I.D.: UTL120 DEPT.: REDEVELOPMENT
BUSINESS PLAN: N/A	

REASON FOR CONSIDERATION: The developer and owner of the property located at 8660 Central Avenue, Central Park Plaza, F.L.P., has requested assistance in meeting the City requirement to underground overhead utilities on Central Avenue. Agreement No. 10-127 would authorize the Redevelopment Agency to cause the undergrounding of utilities on Central Avenue from the City limits to Richton Street. The proposed Agreement would provide a method and formula for Central Park Plaza, F.L.P., to reimburse the Redevelopment Agency for a portion of the cost related to undergrounding utilities along the frontage of the owner's property.

The Redevelopment Agency Board of Directors previously approved Agreement No. 08-117 with Montclair Partners, L.P., on December 15, 2008, regarding assisting the undergrounding of utilities at this location. However, Montclair Partners, L.P., did not execute the Agreement. Mr. Steve Hammitt, the former principal of Montclair Partners, L.P., and the current principal of Central Park Plaza, F.L.P., now desires to execute an undergrounding agreement. Proposed Agreement No. 10-127 contains a change in terms from the prior agreement. This change in terms necessitates that this matter be reconsidered by the Redevelopment Agency Board of Directors.

BACKGROUND: Mr. Steve Hammitt, the former principal of Montclair Partners, L.P., and current principal of Central Park Plaza, F.L.P., has developed and owns the commercial center located at 8660 Central Avenue. The center is located on the west side of Central Avenue north of Richton Street and directly south of the bike trail and former Pacific Electric Railroad right-of-way. As a condition of approval, the City required the former Montclair Partners, L.P., to underground the overhead electrical distribution lines, telephone lines, and cable television lines along the frontage of his development. Mr. Hammitt requested assistance from the Redevelopment Agency in the installation of the required improvements because of the impact of their cost on his development.

The undergrounding of utilities, which include electrical distribution, telephone, and cable lines, is a key to the infrastructure improvement of North Montclair for the implementation of the North Montclair Downtown Specific Plan. Redevelopment Agency staff finds the

Prepared by: <u>M. STAATS</u>	Reviewed and Approved by: <u>M. STAATS</u>
Proofed by: <u>Joanne L. Smith</u>	Presented by: <u>[Signature]</u>

Central Park Plaza, F.L.P., development well placed for beginning undergrounding improvements because it is located at the northerly point of Central Avenue and the City limits. Therefore, staff is proposing a project to underground the utilities on Central Avenue from the Upland city limits to the north to Richton Street that would include the frontage of the Central Park Plaza, F.L.P. property. The distance of the undergrounding project is approximately 600 lineal feet along the west side of Central Avenue. Central Park Plaza, F.L.P.'s, property is approximately 235 lineal feet of the 600 lineal feet.

In order to proceed with the undergrounding improvements on Central Avenue and to provide assistance to Central Park Plaza, F.L.P.'s, development, the Redevelopment Agency is proposing a Reimbursement Agreement by and between the Redevelopment Agency and Central Park Plaza, F.L.P. The most salient terms of the Reimbursement Agreement include the following points:

- The Agreement acknowledges that Central Park Plaza, F.L.P., is the owner of the property located at 8660 Central Avenue. The property owned by Montclair Partners, L.P., contains approximately 235 lineal feet.
- The City has placed a Condition of Approval on the former Montclair Partners, L.P., to underground the utilities associated with its development.
- The Redevelopment Agency proposes a project to provide for the undergrounding of utilities from Richton Street to the Upland city limits. The anticipated cost of the undergrounding project would be \$200,000.
- Central Park Plaza, F.L.P., would contribute \$50,000 toward undergrounding project costs. The former Montclair Partners, L.P., has deposited \$25,000 with the Redevelopment Agency toward the undergrounding project, and the Redevelopment Agency proposes to advance the other \$25,000 to the property owner.
- The property owner would agree to reimburse the Redevelopment Agency the \$25,000 amount of the advanced costs together with simple interest at the rate of 3 percent per annum. The advanced costs all accrued and unpaid interest due under the terms of the Agreement would be due and payable within three years of the date of recordation of the Notice of Completion of the construction project. This term represents a change from former Agreement No. 08-117. In the former Agreement, the \$25,000 advanced costs with simple interest were due and payable within three years of the *date of the agreement*.
- The obligation of the property owner to reimburse the Redevelopment Agency would be secured by a deed of trust encumbering the property owner's fee title to the property.

FISCAL IMPACT: The Redevelopment Agency is proposing a project to initiate public improvements in North Montclair. The project will consist of the undergrounding of utilities on Central Avenue from the Upland city limits to Richton Street. The anticipated cost of the project is approximately \$200,000. As a condition of approval, the former Montclair Partners, L.P., was required to underground utilities along the frontage of their property located at 8660 Central Avenue. Central Park Plaza, F.L.P., have approximately 235 lineal frontage feet at their location. The property owners have sought assistance from the Redevelopment Agency in completing construction of these improvements. The

Redevelopment Agency proposes to incorporate their undergrounding requirement into the larger Redevelopment Agency project. The property owner has deposited \$25,000 with the Redevelopment Agency towards this work and the Agency will advance the property owner another \$25,000 toward completion of the project. This advance would need to be repaid by the property owner within three years at 3 percent simple interest.

The Redevelopment Agency Fiscal Year 2010-11 Budget contains funds for this undergrounding project. The property owner's \$25,000 contribution would be incorporated into the estimated \$200,000 total project cost. The proposed \$50,000 contribution to be supplied by the property owner for the project would recover much of the cost to underground the 235 lineal frontage feet of 8660 Central Avenue. However, the exact amount of the Agency subsidy for this project cannot be determined until bids are received for the proposed work.

RECOMMENDATION: Staff recommends that the Redevelopment Agency Board of Directors approve Agreement No. 10-127, a Reimbursement Agreement by and between the City of Montclair Redevelopment Agency and Central Park Plaza, F.L.P., regarding undergrounding overhead utilities at 8660 Central Avenue.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 10-128 WITH THE CALIFORNIA
HIGHWAY PATROL FOR USE OF THE
MONTCLAIR POLICE DEPARTMENT
FIREARMS SHOOTING RANGE

DATE: December 6, 2010

SECTION: AGREEMENTS

ITEM NO.: 3

FILE I.D.: PDT725

BUSINESS

PLAN: N/A

DEPT.: POLICE

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 10-128 with the California Highway Patrol for use of the Montclair Police Department firearms shooting range. Proposed Agreement No. 10-128 has been approved by the City Attorney and is attached for the City Council's review and consideration.

BACKGROUND: The indoor shooting range at Police headquarters is used at least two days each week for 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. Staff conducted a survey of other indoor shooting range facilities and found that \$300 per day is a fair and competitive rental amount for use of the range.

Proposed Agreement No. 10-128 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 and equipment.

The term of proposed Agreement No. 10-128 is December 7, 2010, through September 30, 2012.

FISCAL IMPACT: Approval of proposed Agreement No. 10-128 would net approximately \$18,000 in revenue to the City.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 10-128 with the California Highway Patrol for use of the Montclair Plaza firearms shooting range.

Prepared by:

M. DeLoe

Reviewed and
Approved by:

P. Jones

Proofed by:

Sharou Agapian

Presented by:

[Signature]

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 10C855000
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME Department of California Highway Patrol
CONTRACTOR'S NAME Montclair Police Department
- The term of this Agreement is: Upon Approval through 09/30/2012
- The maximum amount of this Agreement is: \$ 24,600.00
 (Twenty-Four Thousand Six Hundred Dollars and Zero Cents)
- 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.

Exhibit A – Scope of Work	2 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit D – Additional Provisions	2 page(s)
Attachment 1 – Range Safety Rules	3 page(s)

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 www.ols.dgs.ca.gov/Standard+Language*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Montclair Police Department		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 4870 Arrow Highway Montclair, CA 91763		
STATE OF CALIFORNIA		
AGENCY NAME Department of California Highway Patrol		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING K. V. SMITH, Commander, Business Services Section		
ADDRESS P.O. Box 942898, Sacramento, CA 94298-0001		

Exempt per:

WEAPONS FIRING RANGE

Contractor shall provide use of their Weapons Firing Range, located at 4870 Arrow Highway, Montclair, CA 91763 to the Department of California Highway Patrol (CHP), Rancho Cucamonga Area Office.

A. PROJECT REPRESENTATIVES

The project representatives during the term of this Contract will be:

<u>Department of California Highway Patrol</u> Rancho Cucamonga Area Office	<u>Montclair Police Department</u>
Name: Sgt. Tom Graham	Name: Keith Jones, Chief of Police
Phone: (909) 980-3994	Phone: (909) 448-3603
Email: tgraham@chp.ca.gov	Fax: (909) 621-4413

Direct all contract inquires to:

<u>Department of California Highway Patrol</u> Contract Services Unit	<u>Montclair Police Department</u>
Attn: Melissa Hall	Attn: Keith Jones, Chief of Police
Phone: (916) 843-3611	Phone: (909) 448-3603
Fax: (916) 322-3155	Fax: (909) 621-4413
Email: mehall@chp.ca.gov	
Address: PO Box 942898 Sacramento, CA 94298	Address: 4870 Arrow Highway Montclair, CA 91763

B. SERVICES TO BE PROVIDED

1. The weapons range use shall be limited to CHP personnel assigned to the CHP Rancho Cucamonga Area Office. Approximate number of CHP personnel using range: (85).
2. Contractor agrees that CHP shall have the use of all on-site facilities located on the range for training programs without additional charge.
3. Contractor and CHP agree the weapons range shall be open and usable by members of CHP at such times that are mutually agreeable to both parties. Exclusive use of the facilities by CHP must be coordinated and mutually agreed to by both parties.
4. Contractor acknowledges that due to the nature of work required by the personnel assigned to the Rancho Cucamonga Area Office, scheduling may be erratic and use of facilities may be required upon short notice.
5. The CHP agrees that its members using the weapons range facilities under this Contract shall be governed by the range safety rules established by Contractor.
6. Brass will be retained by Contractor.

7. The weapons range must be able to accommodate the following:
 - A. .40 caliber pistol (loaded with Department-issued ammunition currently 180G).
 - 1) Twelve (12) shoots per year, one (1) each month or two (2) every other month.
 - 2) Two (2) qualification shoots which must be performed at the following distances:
2 yards, 4 yards, 7 yards, 10 yards, 15 yards, and 25 yards.
 - 3) Ten (10) practice shoots, of which two (2) night shoots are recommended.
 - 4) Use for make-up shoots at times mutually agreeable to both parties.
 - B. Tactical rifle (.223 caliber).
 - 1) Four (4) shoots per year (quarterly).
 - 2) One (1) night shoot is required.
 - 3) Maximum distance of 50 yards.
 - C. Shotgun (00 buckshot).
 - 1) Eight (8) shoots per year (two quarterly).
 - 2) Two (2) night shoots required.
 - 3) Distance 15 yards maximum.
8. Inspection and test firing of weapons:
 - A. All weapons are to be test fired after each required inspection by the CHP Weapons Range Officer.
 - B. Use of facility to test fire weapons will be coordinated between the CHP Weapons Range Officer and the Contractor.

1. INVOICING

- A. For services satisfactorily rendered, and upon receipt and approval of invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.
- B. Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to:

Name: **Sgt. Tom Graham**
Office: **CHP Rancho Cucamonga Area**
Address: **9530 Pittsburgh Ave.**
Rancho Cucamonga, 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

The CHP agrees to pay Contractor Three Hundred Dollars and Zero Cents (\$300.00), per day in arrears, for use of its weapons range facility for the Rancho Cucamonga Area office.

The Contractor (City) shall have the right to renegotiate the rate for range usage under this agreement at the end of each fiscal year for the ensuing fiscal year. Any rate change shall be agreed upon in writing by both parties in the form of an amendment to this agreement.

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.
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.

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 unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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.

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 307 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.

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.

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

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).)

1. USE OF RANGE

City shall make the Range available to CHP's sworn law enforcement officers at such times as are mutually agreeable to both parties. CHP shall only allow its currently employed sworn law enforcement officers (hereinafter "personnel") to use the Range. CHP's personnel shall have exclusive use of the Range at CHP's scheduled time. CHP's personnel shall not share use of the Range with personnel from any other public agency. CHP's personnel shall comply with the Range Safety Rules set forth in Attachment 1, attached hereto. Violations of Range Safety Rules may result in immediate termination of CHP's Range privileges.

2. RANGE MASTER REQUIRED

CHP shall have a trained range master present to supervise all firearms use and training at all times during use of the Range by CHP's personnel. Each range master shall first attend a training course provided by the Montclair Police Department on the use of range equipment. The range master shall personally supervise and control the course of training of CHP's personnel and shall insure that all personnel comply with the Range Safety Rules.

3. SUPPLIES AND EQUIPMENT

CHP shall supply and bear the cost of all supplies and equipment necessary for all firearms use and training, including but not limited to ammunition, weapons, cardboard backing paper targets, earphones, shooting glasses, and weapons cleaning equipment.

4. DAMAGE TO RANGE

CHP shall pay for any damage or necessary repairs to Range resulting from any negligent actions of CHP personnel during Range usage.

5. INDEMNIFICATION (supersedes Exhibit C, General Terms and Conditions, Item 5)

CHP shall defend, indemnify and hold the Contractor, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, 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.

Contractor shall defend, indemnify and hold CHP, its officials, officers, employees, volunteers and agents from and harmless from any and all claims, demands, causes of action, costs, expenses, 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 Contractor, its officials, officers, employees, agents, contractors and subcontractors arising out of or in connection with the performance of this Agreement.

6. INSURANCE REQUIREMENTS

The parties acknowledge that CHP is self-insured.

7. TERM

The term of this agreement shall be for a period of time commencing upon the effective date of this agreement and terminating only as hereinafter provided. This agreement may be terminated at any time, with or without cause, by either party, upon written notice given to the other party at least thirty (30) days prior to the date specified for such termination. In the event of termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations or performance which would otherwise

accrue subsequent to the date of termination.

8. AMENDMENT

This agreement may be amended in writing with mutual consent of the parties hereto.

9. NOTICES

Any notices which either party may desire to give to the other party under this agreement must be in writing and may be given either by personal service, delivery by a reputable document delivery service (such as Federal Express) or US mail, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

Montclair Police Department
4870 Arrow Highway
Montclair, CA 91763

Department of California Highway Patrol
Contract Services Unit
601 North 7th
Sacramento, CA 95811

10. GOVERNING LAW

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

MONTCLAIR POLICE DEPARTMENT

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 and without question.
12. To prevent lead buildup in the range backstop and the air filtration system, personnel shall only use "clean fire" ammunition. Personnel required to shoot duty ammunition that is not "clean fire" shall notify and obtain the approval of the Montclair Police Department Support Services Lieutenant in advance of the scheduled shoot.
13. Never use tracer ammunition in the range.
14. Personnel may not shoot rifle ammunition over .223 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. *Brooms shall not be used in the Shooting Range Room.* 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.
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:
 - ALWAYS point the muzzle in a safe direction
 - Keep your finger off the trigger until the command to fire has been given.
 - ALWAYS be sure of the target and what is beyond
 - ALWAYS treat the firearm as if it were loaded
 - Shoot only at authorized targets
 - When making a firearm "safe," visually and physically inspect the firearm
 - OBEY all commands given by range staff

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 10-129 WITH AM JOHNSON CONSULTING FOR ARTCORPS PROGRAM MANAGEMENT SERVICES	DATE: December 6, 2010 SECTION: AGREEMENTS ITEM NO.: 4 FILE I.D.: HSV030 DEPT.: COMMUNITY DEV.
BUSINESS PLAN: N/A	

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 10-129 with AM Johnson Consulting (AMJC) for ArtCorps Program management services. A copy of proposed Agreement No. 10-129 is attached for the City Council's review and consideration.

BACKGROUND: On July 6, 2010, the City Council approved Agreement No. 10-81 accepting funds from the Inland Empire United Way for the City's After-School Program (ASP). Since 2007, the ASP has been offering the ArtCorps Program to K-8 students. This enrichment program is designed to offer an artist-in-residence program that brings professional artists into the ASP classrooms to work with and instruct students in the disciplines of visual arts, dance, drama, and literature.

Pursuant to proposed Agreement No. 10-129, AMJC would serve as Project Coordinator for the ArtCorps Program and would be responsible for overseeing all aspects of the program, coordinating all artists involved, documenting activities, and submitting grant reports and evaluations.

AMJC has previously worked on ASP grant-funded art projects and is qualified to provide the proposed enrichment activity services.

The term of proposed Agreement No. 10-129 is December 6, 2010, through June 30, 2011.

FISCAL IMPACT: As proposed, the cost for AM Johnson Consulting services is \$27,000, which would be paid for in full with Inland Empire United Way grant funds in the amount of \$25,000 and Target grant funds in the amount of \$2,000.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 10-129 with AM Johnson Consulting for ArtCorps Program management services.

Prepared by:

M. Richter

Reviewed and
Approved by:

Steve Luster

Proofed by:

Christine Smedley

Presented by:

[Signature]

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