



AGENDA
CITY OF NORCO
CITY COUNCIL

December 3, 2014

City Council Chambers
2820 Clark Avenue, Norco, CA 92860



CALL TO ORDER:

6:00 p.m.

ROLL CALL:

Berwin Hanna, Mayor
Herb Higgins, Mayor Pro Tem
Kathy Azevedo, Council Member
Kevin Bash, Council Member
Greg Newton, Council Member

CLOSED SESSION:

§54956.9(d) – Conference with Legal Counsel – Existing Litigation:

The Lake Norconian Club Foundation v. California Department of Corrections and Rehabilitation (City of Norco, Real Party in Interest)
County of Alameda, Case Number to be Assigned

RECONVENE PUBLIC SESSION:

7:00 p.m.

REPORT OF ACTION(S) TAKEN IN CLOSED SESSION (§54957.1): (City Attorney)

PLEDGE OF ALLEGIANCE:

Mayor Hanna

INVOCATION:

Grace Fellowship Church, *Pastor Vernie Fletcher*

INTRODUCTION:

County of Riverside/Cal Fire Personnel

REORGANIZATION OF CITY COUNCIL:

- A. Election of Mayor
- B. Election of Mayor Pro Tem
- C. Presentation/Comments to Outgoing Mayor Berwin Hanna

CITY COUNCIL BUSINESS ITEMS AS FOLLOWS:

1. CITY COUNCIL COMMUNICATIONS/REPORTS ON REGIONAL BOARDS AND COMMISSIONS:
 - A. Update on the Ad-Hoc Committee on Infrastructure Needs and Funding Options (Chair Jodie Webber)
2. CITY COUNCIL CONSENT ITEMS: *All items listed under the Consent Calendar are considered to be routine and may be enacted by one motion. Prior to the motion to consider any action by the Council, any public comments on any of the Consent Items will be heard. There will be no separate action unless members of the Council or the audience request specific items be removed from the Consent Calendar. Items removed from the Consent Calendar will be separately considered under Item No.3 of the Agenda.*
 - A. City Council Minutes: Regular Meeting of November 19, 2014
Recommended Action: Approve the City Council Minutes (City Clerk)
 - B. Procedural Step to Approve Ordinance after Reading of Title Only.
Recommended Action: Approval (City Clerk)
 - C. Approval of the Federal General Services Administration (GSA) Surplus Property Program Application and Resolution Enrolling the City of Norco in the GSA Program and Authorizing the Purchase of a Navy Marine Flute Anchor in the Amount of \$1,346.94. **Recommended Action: Approve the GSA application and resolution to enroll the City of Norco in the State and Federal Surplus Property Program.** (Director of Parks, Recreation, and Community Services)
 - D. Approval of a Professional Services Agreement with Bruno Anderson, DBA ProCompNet, for Information Technology Consulting Services. **Recommended Action: Approve the agreement between the City of Norco and Bruno Anderson, DBA ProCompNet, for information technology consulting services.** (City Manager)
 - E. Approval of a Professional Services Agreement between the City of Norco and Ricardo Breceda, Sculptor and Designer, to Design and Build Five (5) Public Art Projects for the George Ingalls Equestrian Event Center. **Recommended Action: Approve the Professional Services Agreement with Ricardo Breceda, Sculptor and Designer, in an amount not to exceed \$130,000 for Public Art Projects.** (Director of Parks, Recreation and Community Services)

3. ITEM(S) PULLED FROM CITY COUNCIL CONSENT CALENDAR

4. CITY COUNCIL DISCUSSION / ACTION ITEMS:

- A. Addition of New Street Standards for a Pedestrian/Equestrian Trail Around Both Sides of a Cul-de-Sac. **Recommended Action: That the City Council concur with the recommendation of the Streets, Trails, and Utilities Commission regarding new street standards for a pedestrian/equestrian trail around both sides of a cul-de-sac.** (Director of Public Works)
- B. Grading at Second Street and the Northbound Interstate 15 Off-Ramp. **Recommended Action: Staff is requesting direction from the City Council.** (Director of Public Works)

5. CITY COUNCIL CONTINUED PUBLIC HEARING:

- A. **Entertainment Permit 2012-01, Modification No. 1 (Craig/Jensen):** A Request to Modify Approved Entertainment Permit 2012-01 to Expand the List of Activities Allowed with the Permit.

The owners of Water Wheel Saloon and Restaurant are requesting an expansion of an existing Entertainment Permit to encompass more activities within a greater range of allowable hours. A modification to an Entertainment Permit requires approval by the City Council.

Recommended Action: Adopt Resolution No. 2014-68, approving Entertainment Permit 2012-01. (Planning Director)

6. CITY COUNCIL PUBLIC HEARING:

- A. **Ordinance No. 983, First Reading. Code Change 2014-10 (City):** A request for a Code Change to establish the maximum amount of concrete or other impervious surface material that can be installed before having to obtain a building permit.

The proposed Code Amendment will require that any proposed flatwork, whether it be concrete or other impervious surface material over 120 square-feet, not be allowed until after a building permit has been issued.

Recommended Action: Adopt Ordinance No. 983 for first reading, approving Code Amendment 2014-10. (Planning Director)

7. PUBLIC COMMENTS: *This is the time when persons in the audience wishing to address the City Council regarding matters not on the agenda may speak. Please complete the speaker card in the back of the room and present it to the City Clerk so that you may be recognized.*

8. CITY COUNCIL / CITY MANAGER / STAFF COMMUNICATIONS

ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's office, (951) 270-5623. 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).

Staff reports are on file in the Office of the City Clerk. Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be available for public inspection at the City Clerk's Counter in City Hall located at 2870 Clark Avenue.

Please note that this meeting is being recorded. In accordance with Roberts Rules of Order, Norco City Council meeting minutes are a record of the actions taken, not what was said. The names of persons who spoke during the public comments section and their topics will be listed on the Minutes. Recordings of meetings may be purchased for a minimal cost by contacting the office of the City Clerk.



MINUTES
CITY OF NORCO
CITY COUNCIL

November 19, 2014

City Council Chambers
2820 Clark Avenue, Norco, CA 92860



CALL TO ORDER: 6:00 p.m.

ROLL CALL: Berwin Hanna, Mayor, **Present**
Herb Higgins, Mayor Pro Tem, **Present**
Kathy Azevedo, Council Member, **Present**
Kevin Bash, Council Member, **Present**
Greg Newton, Council Member, **Present**

City Attorney John Harper requested to add one potential litigation item by urgency to Closed Session.

M/S BASH/HIGGINS to add one potential litigation item by urgency to Closed Session. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, HIGGINS, NEWTON

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

The City Council recessed to Closed Session (Section 54954) to consider the following matters:

§54956.9(c) – Conference with Legal Counsel – Anticipated Litigation:

Three Potential Cases

RECONVENE PUBLIC SESSION: 7:00 p.m.

REPORT OF ACTION(S) TAKEN IN CLOSED SESSION (§54957.1): (City Attorney)

The City Attorney stated that there were no reportable actions from Closed Session.

PLEDGE OF ALLEGIANCE: Council Member Newton

INVOCATION: Pastor Vernie Fletcher, Grace Fellowship Church

INTRODUCTIONS: County of Riverside/Cal Fire Personnel

Cal Fire personnel were unable to attend the meeting. Mayor Hanna stated that introductions will take place at another meeting.

PRESENTATIONS: George A. Ingalls Veterans Memorial Plaza
Donations from RURAL and Norco FFA

Mayor Hanna asked Patricia Overtsreet to the podium for the presentation. Ms. Overstreet presented the City Council with a donation in the amount of \$525 for the George A. Ingalls Veterans Memorial Plaza.

Mayor Hanna asked Robin Grundmeyer of Norco Future Farmers of America to the podium for the presentation. Ms. Grundmeyer, along with two FFA students, presented the City Council with a donation in the amount of \$1,500 for the George A. Ingalls Veterans Memorial Plaza.

Department of Parks, Recreation and Community Services for work on the George A. Ingalls Veterans Memorial Plaza

Mayor Hanna presented Director of Parks, Recreation, and Community Services Brian Petree with a plaque in appreciation of his commitment and dedication in completing the George A. Ingalls Veterans Memorial Plaza. Mayor Hanna also recognized Parks, Recreation, and Community Services Department staff members and members of the Executive Committee for their work.

CITY COUNCIL BUSINESS ITEMS AS FOLLOWS:

1. CITY COUNCIL COMMUNICATIONS / REPORTS ON REGIONAL BOARDS AND COMMISSIONS

Council Member Azevedo:

- Attended a Parade of Lights and Winter Festival meeting and commented on the details of the event. The event will take place December 13, 2014.
- Commented on the City's 50th Birthday party scheduled on December 28, 2014 at 2:00 p.m. at the Community Center.

Council Member Newton:

- Attended the Chino Basin Desalter Board of Directors meeting on November 2, 2014. Commented on the boring that is taking place under the Santa Ana River.

Mayor Pro Higgins:

- Nothing to report.

Council Member Bash:

- The Corona Regional Medical Center Board of Governors announced that the hospital will be linking with the University of California Irvine Medical Center in developing a stroke center. The Corona Regional Medical Center also received \$30 million to refurbish its emergency room.
- Commented on the Pearl Harbor event on December 7, 2014 at the George A. Ingalls Veterans Memorial Plaza.
- Commented that Dr. Lisa Simon, former Principal of Norco High School, was named California Secondary Principal of the Year by the Association of California School Administrators. Dr. Simon has also been nominated for the National Principal of the Year honor.

Mayor Hanna:

- Attended a Riverside County Transportation Commission meeting. Commented that RTA ridership continues to increase. Route No. 3 from Eastvale to Norco will increase to every thirty minutes and will continue service to Norco College until 10:00 p.m.

2. CITY COUNCIL CONSENT ITEMS:

M/S BASH/HIGGINS to approve the Consent Items as recommended. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, HIGGINS, NEWTON

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

- A. City Council Minutes: Regular Meeting of November 5, 2014
Action: Approved the City Council Minutes (City Clerk)
- B. Procedural Step to Approve Ordinance after Reading of Title Only. **Action: Approved** (City Clerk)
- C. Recap of Actions Taken by the Planning Commission at its Meeting held on November 12, 2014. **Action: Received and Filed** (Planning Director)
- D. Proposed Cancellation of the January 7, 2015 City Council Regular Meeting. **Action: Canceled the January 7, 2015 City Council Regular meeting.** (City Clerk)
- E. Award of Contract for Annual Independent Audit Services to White Nelson Diehl Evans, LLP. **Action: Awarded the contract for annual independent audit services to White Nelson Diehl Evans, LLP.** (City Manager)

- F. Approval of the Supplemental Agreement for the 2014-2015 Community Development Block Grant Program Year. **Action: Approved the Supplemental Agreement for the 2014-2015 Community Block Grant Program Year.** (Parks, Recreation and Community Services Director)
 - G. Amendment No. 3 to the Project and Capacity Agreement for the Expansion of the Western Riverside County Wastewater Treatment Plant. **Action: Approved Amendment No. 3 to the Project and Capacity Agreement** (Water and Sewer Manager)
3. ITEM(S) PULLED FROM CITY COUNCIL CONSENT CALENDAR: None
4. LEGISLATIVE MATTERS:
- A. **Ordinance No. 981, Second Reading.** Code Amendment 2014-06. A City-Initiated Proposal to Amend Chapter 6.42 "Municipal Refuse Collection Service" of the Norco Municipal Code by Amending Sections 6.42.020, 6.42.030, 6.42.070, 6.42.080, 6.42.107, and 6.42.110 to Ensure Proper Compliance with City Code, State, and Federal Waste Disposal and Recycling Laws. (City Clerk)

M/S HIGGINS/BASH to adopt Ordinance No. 981 for second reading. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, HIGGINS, NEWTON
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

- B. **Ordinance No. 982, Second Reading.** Code Amendment 2014-07. A City-Initiated Code Change to Amend Chapter 15.09 "Swap Meets" and Other Related Cross-References in the Norco Municipal Code as Needed Regarding the Collection of Business License Fees for Special Events. (City Clerk)

M/S HIGGINS/BASH to adopt Ordinance 982 for second reading. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, HIGGINS, NEWTON
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

5. CITY COUNCIL DISCUSSION / ACTION ITEMS:
- A. Possible Zone Code Amendment to Consider Expanding Animal-Keeping Rights to Certain Lots Zoned R-1-10 that Meet Minimum Qualifying Requirements. (Planning Director)

Planning Director Steve King presented a brief overview of the zone code amendment as presented in the staff report. Mr. King indicated that animal-keeping is not a permitted use in the R-1 zone except for ten lots at the northwest corner of Corona Avenue and Seventh Street where an Animal-Keeping Overlay (AKO) zone was established. All property owners in the R-1 zone have the option to request a zone change to have the overlay applied to their property.

Matthew Juback commented that he and his family recently moved to Norco on a 15,000 square-foot lot. The family moved to Norco for the equestrian lifestyle but found out the zoning on his property does not allow horses. Mr. Juback commented that he would like to have livestock and horses.

Council Member Bash suggested sending this issue to the Planning Commission. Mayor Pro Tem Higgins concurred.

Council Member Newton commented on the Planning Commission discussion in 2006 regarding the ten lots on Corona Avenue and that it would be considered spot zoning. After various meetings, the Planning Commission came up with the overlay zone. Therefore, Council Member Newton questioned why a zone code amendment is needed rather than an overlay zone over all the areas. In response, Director King noted that applying an animal keeping overlay to all R-1 lots and keeping all the standards as they are now is an option, or change the threshold size of the lot. Council Member Newton also asked if one process was more involved than the other. In response, Director King stated that applying the overlay to all of the R-1 is possibly the simplest manner in which to address the issue. There was also some discussion about Panel 1 and the trail. Mr. King stated that there is no official trail there along the bluffs.

Council Member Azevedo asked for clarification on discussions that took place by the Planning Commission in 2006. Council Member Azevedo expressed her concern that if the overlay is applied, some of the smaller lots would then be granted animal-keeping rights. Mr. King stated that the blanket overlay could allow for case-by-case review of animal-keeping rights based on property size. Council Member Azevedo stated that she supports any lot with animal keeping along with the need of some oversight for safe animal keeping.

M/S AZEVEDO/HANNA to send this matter to the Planning Commission to discuss establishing animal-keeping criteria for certain lots in the R-1 zone. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, HIGGINS, NEWTON

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

B. Resolution in Support of March Air Reserve Base and Naval Surface Warfare Center Corona. (City Manager)

City Manager Okoro gave a brief overview of the proposed resolution as presented in the staff report. Mr. Okoro indicated that in April 2014, the City received a letter from the Office of Military and Defense Services, County of Riverside, requesting that the City take a formal position in support of local and regional military installations in the County of Riverside. One of the Military installations included on the list is the Naval Surface Warfare Center, Corona Division, located in Norco. A second reminder letter was received in September 2014 seeking City Council support for the various military installations in the County. A third letter was received in October 2014 along with a sample resolution requesting that the City Council adopt the resolution in support of March Air Reserve Base and Naval Surface Warfare Center Corona, located in Norco.

Council Member Newton commented on the letters from the Office of Military Services where it notes the statement of fact of the economic impact of the Naval Surface Warfare Center regarding jobs and visitors. Council Member Newton questioned the accuracy of the statement. In response, City Manager Okoro indicated that the statement is from the Office of Military Services and staff has not validated it.

Council Member Bash commented on the important job the Navy base has of producing quality weapons that protect service members. Council Member Bash expressed his concern about where the Office of Military Services obtained the numbers listed in the statement of fact. He also expressed his concern about the Navy building more infrastructure when it has claimed during two BRAC proceedings that they have what is necessary to meet the goals of their mission. Council Member Bash also noted that later in the meeting, he will request consensus in agenda discussion of changing the name of the Naval Surface Warfare Center to reflect its location in Norco.

M/S BASH/HANNA to adopt Resolution No. 2014-66, supporting March Air Reserve Base and Naval Surface Warfare Center Corona, located in Norco. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, HIGGINS, NEWTON

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

C. Agreement for the Assignment of California Department of Corrections and Rehabilitation Wastewater Discharge Rights By and Among Western Municipal Water District of Riverside County, the California Department of Corrections and Rehabilitation, the City of Corona, and the City of Norco. (Water and Sewer Manager, City Manager)

City Manager Andy Okoro reported that the City of Norco owns and operates a sanitary sewer collection system and sewage pumping facilities within its corporate boundaries. The City of Norco is a member agency of the Western Riverside County Regional

Wastewater Authority (WRCRWA) and has secured conveyance and treatment capacity in an amount necessary to provide sanitary sewer service to the California Rehabilitation Center (CRC) property. The proposed assignment agreement describes specific points of understanding between the parties to redirect the CRC waste discharges from the Inland Empire Brine Line (IEBL), also known as the Santa Ana Regional Interceptor (SARI) into the City of Norco sanitary sewer system for collection and treatment. Mr. Okoro noted that Water and Sewer Manager Bill Thompson has been diligently working on this agreement for several years.

In response to Council Member Newton, City Manager Okoro stated that if in the future the Navy and CRC are no longer there, the financial structure remains intact. Council Member Newton noted that this agreement helps stabilize the City's sewer fund and therefore, asked if in the future, the sewer rates could be maintained to what they currently are. In response, Mr. Thompson indicated that if this agreement does not move forward, the \$7.2 million noted in the staff report for the expansion project would come from sewer operational funds, which affect sewer rates for residents.

The City Council thanked Mr. Thompson for making this agreement come to fruition and credited his expertise.

M/S HANNA/BASH to approve the Agreement for the Assignment of California Department of Corrections and Rehabilitation Wastewater Discharge Rights. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, HIGGINS, NEWTON
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

6. CITY COUNCIL CONTINUED PUBLIC HEARING:

- A. Approval of Additional Street Improvement Projects and Appropriation of Additional Funds from the 2014-15 Fiscal Year, Measure "A" Projects Funds 137. (Director of Public Works)

Director of Public Works Lori Askew gave a brief overview of the additional street improvement projects as presented in the staff report. City Council approved the Capital Improvement Program (CIP) budget on June 4, 2014. Included in the CIP, Measure "A" Fund 137 was a total of 17 projects totaling \$1,167,000 for fiscal year 2014-2015. Staff is requesting to add three additional street projects, with estimated value of design and construction at \$1,004,000.

Mayor Pro Tem Higgins commented that this issue was discussed at the Ad-Hoc Committee on Infrastructure Needs and Funding Options meeting in November. The discussion was about where the money goes and what has been spent in the past 10 -12 years. There was some discussion about the fund balance and where that money might be

spent next fiscal year. Director Askew stated that a revised CIP for Fiscal Year 2015-16 could include funding for residential streets if Council so chooses or the Ad-Hoc Committee has recommendations.

In response to Council Member Newton, Director Askew indicated that these three projects will be added to this fiscal year's list of projects and should be completed by June 2015, or at least have started construction.

Council Member Azevedo inquired about the balance in Fund 137 and the possibility of adding another project without compromising the balance in that fund. Director Askew indicated that realistically, the fund balance should not be taken down to zero in the event that emergency street repairs are needed. In response to Council Member Azevedo, Ms. Askew noted that it would require an additional \$440,000 to repair the street section of Hamner Avenue from Third Street to Fourth Street and another \$400,000 from Fourth Street to Fifth Street. Ms. Askew noted that based on the Pavement Condition Index for those street sections, and the fact that improvement are still occurring, those sections are not a priority. Council Member Azevedo suggested making those sections of Hamner Avenue a priority for future CIP projects.

M/S HANNA/BASH to adopt Resolution No. 2014-67, adding three street improvement projects and appropriating additional funds in the amount of \$1,004,000 to the 2014-2015 fiscal year Measure "A" Projects Fund 137. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, HIGGINS, NEWTON
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

7. CITY COUNCIL PUBLIC HEARINGS:

- A. Entertainment Permit 2012-01, Modification No. 1 (Crain/Jensen): A Request to Modify Approved Entertainment Permit 2012-01 to Expand the List of Activities Allowed with the Permit. (Planning Director)

M/S HIGGINS/NEWTON to continue the public hearing for Entertainment Permit 2012-01, Modification 1 (Crain/Jensen) to December 3, 2014. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, HIGGINS, NEWTON
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

- B. Approval of Projects for Use of Community Development Block Grant (CDBG) Funds, Program Year 2015-2016, Through the U.S. Department of Housing and Urban Development and the County of Riverside Economic Development Agency. (Director of Parks, Recreation and Community Services)

Director of Parks, Recreation and Community Services Brian Petree gave a brief overview of the Community Development Block Grant (CDBG). The City of Norco participates in the CDBG funding program and receives grant funding as a “cooperating city” through the County of Riverside. Recipients of CDBG funds may only use 15% of their annual allocation for public service programs. Public Service programs are social service programs and activities that improve the community’s social services network such as crime prevention, child care, health care, education, recreational needs, and others. Staff has not yet received an estimate of available funding for CDBG Program Year 2015-2016; however, the City will likely receive \$12,070 for public service programs. The remaining funds, estimated to be \$75,000, must be used for public facilities projects. Final adjustments will be made to selected programs and projects once the actual allocation amount is known.

Council Member Azevedo commented that in the past, the City received the full \$10,000 and now is receiving less. In response, Director Petree indicated that the amount has decreased year after year as it is proportionate to, and based on, the federal budget.

Mayor Hanna opened the public hearing indicating that proper notification had been made and asked for the appearance of those wishing to speak.

Karen Leonard asked if the CDBG funds could be used to repair the City’s swimming pool.

In response, Director Petree indicated that there are specific criteria that funding requests must meet in order to receive CDBG grant funding approval, which the pool probably does not meet. The restrooms at Ingalls Park meet the criteria because of ADA accessibility. Mr. Petree added that the restrooms follow the Ingalls Park Master Plan.

Council Member Azevedo commented that pool use for the community is a top priority and there have been discussions with the Corona-Norco Unified District about a partnership at Norco High School for use of the pool for seniors, youth, and recreational swim.

Mayor Hanna closed the public hearing, bringing the discussion back to Council Members.

M/S AZEVEDO/HIGGINS to approve the following projects to be submitted for funding through the CDBG Program for Program Year 2015-2016: 1. Norco Party Partners; 2. Senior Citizens Recreation and Community Service Leader; 3. Ingalls Park ADA Restroom Project. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, HIGGINS, NEWTON

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

8. APPEAL HEARING:

- A. **Appeal 2014-02 (McGreevey)** An Appeal of the Planning Commission's Denial of Conditional Use Permit 2011-28, Modification 1: A Request for Approval to Allow a 528 Square-Foot Patio Cover Addition to An Existing Detached Accessory Building at 3067 Pacer Driver Located Within the A-1-20 Zone. (Planning Director)

Planning Director Steve King gave a brief overview. At its meeting on October 29, 2014, the Planning Commission denied Conditional Use Permit 2011-28, Modification 1. Conditional Use Permit 2011-28 was originally approved to allow a 1,456 square-foot storage and shop building on the subject property. The modification requested is to allow a patio cover addition to the existing building. The City Council can either uphold the Planning Commission action or overturn that action and approve the project with conditions of approval as deemed necessary.

Mayor Pro Tem Higgins questioned how close the animal keeping area is to the house. Director King indicated that the Code dictates how close the animal keeping area can be to an adjoining neighbor.

John McGreevey, the applicant, stated that he appealed the Planning Commission's decision because the denial was based on assumption that a large part of his back yard is concrete. Mr. McGreevey indicated that he installed pavers, which are removable.

Council Member Newton asked the applicant if he agreed to the original conditions and the new conditions set forth. Mr. McGreevey agreed to all conditions.

Mayor Pro Tem Higgins noted that by the way the lot was laid out, the applicant was not interested in animal keeping and suggested converting his lot to A-1-20 non-conforming.

Mayor Hanna expressed his concern about the next owner having difficulty with animal keeping because of the pavers. Mayor Hanna also questioned the applicant if he would concrete the pavers in. Director King indicated that a condition could be placed that would require the applicant to prove to staff on a regular basis that he is in compliance.

Council Member Newton commented that there is nothing in the Code to substantiate denial of this Conditional Use Permit.

Council Member Azevedo asked if a condition could be placed upon the sale of the home to remove the pavers. Director King indicated that a staff could place a deed restriction similar to sewer connections; however, it would be difficult to monitor the sale of the home.

Council Member Bash commented on the General Plan and its vision of promoting animal keeping. He also commented on people having the ability to use their property as they choose. Council Member Bash expressed his concern with properties being covered rather than being conducive to animal keeping.

Mayor Pro Tem Higgins asked why the Planning Commission voted 3-2 to deny. Director King indicated that the Planning Commission did not appreciate that a permit had not been pulled. The second issue was moving open animal area closer to the house, which is less conducive to animal keeping. Also, that more of the open area was covered. Three of the Commissioners expressed that the lot was already marginal. Mayor Pro Tem Higgins added that the lot is at 38% coverage now, which does not allow for the construction of a shelter for animals. A shelter would put the lot over the 40% coverage maximum.

Council Member Azevedo commented on setting precedence and that the issue is, although the project meets the requirements, it is not conducive to animal keeping. Council Member Azevedo also commented on her support of the Planning Commission decision. She suggested placing a condition to restore the property to be conducive to animal keeping upon the sale of the property. Mayor Pro Tem Higgins and Council Member Azevedo concurred that they would support the Conditional Use Permit with a condition that the applicant removes the pavers.

A motion was made by Council Member Azevedo to approve Conditional Use Permit 2011-28, Modification 1, with the condition that the property must be restored to being conducive to animal keeping by removing the pavers upon the sale of the property. The motion failed due to a lack of a second.

A motion was made by Council Member Newton to overturn the action of the Planning Commission and therefore approving Conditional Use Permit 2011-28, Modification 1. The motion failed due to a lack of a second.

M/S BASH/HIGGINS to uphold the action taken by the Planning Commission. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, HIGGINS

NOES: NEWTON

ABSENT: NONE

ABSTAIN: NONE

9. PUBLIC COMMENTS:

Ted Hoffman commented that he is waiting for the quarterly report on manure to energy from Waste Management. Mr. Hoffman commented that a Norco High School graduate has created a web page honoring Norco High School graduates that have passed away. Mr. Hoffman also commented on emergency access for the Corona Avenue/Hidden Valley Parkway closure. He requested that Public Works staff will work with Cal Fire personnel regarding access.

Pat Overstreet commented on the feasibility of converting the pool at the Community Center into a skate park.

10. CITY COUNCIL / CITY MANAGER / STAFF COMMUNICATIONS

Water and Sewer Manager Bill Thompson mentioned that bids were opened yesterday for the expansion of the WRCWRA treatment plant. The apparent low bidder came in at approximately \$54 million, which is below the engineer's estimate and places the City within the SRF loan range.

Director of Parks, Recreation and Community Services Brian Petree commented that the Army Corps of Engineers has scheduled its next community meeting regarding Arundo removal in the Santa Ana River, below the Hamner Bridge to River Road Bridge, on Thursday, December 11, 2014. The time is yet to be determined. The meeting will provide small breakout groups to allow the Army Corps of Engineers the opportunity to have more individual communication with the community.

Lieutenant Briddick gave a brief update on the traffic enforcement program. He noted that 172 citations have been issued in the past three weeks. Lt. Briddick also commented on the recently adopted noise ordinance and that since the beginning of November, ten citations have been issued and 27 citations in total since the adoption of the ordinance in September. In response to Mayor Pro Tem Higgins, Lt. Briddick indicated that better details will be available once the first 30-day period of statistics is collected. Mayor Pro Tem Higgins stated that the statistics will help neighboring cities and will possibly help in making traffic enforcement as part of the contract with Riverside County.

Council Member Bash commented on the overgrowth of plants on one of the gates at the Senior Center. Director Petree stated that it would be corrected.

Council Member Bash requested to agendize sending letters to the Senator and Congressman regarding a name change of the Naval Surface Warfare Center to reflect its location in Norco.

M/S BASH/HIGGINS to agendize discussion of sending letters to the Senator and Congressman regarding a name change of the Naval Surface Warfare Center to reflect its location in Norco. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, HIGGINS, NEWTON
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

Council Member Azevedo requested to receive the minutes of the Ad-Hoc Committee on Infrastructure Needs and Funding Options and a verbal update at Council meetings by Chair Jodie Webber.

Council Member Azevedo requested that the 50th Birthday anniversary shirts and hats be sold at half price.

Council Member Azevedo requested to agendize the issue of the Miss Norco DBA.

M/S AZEVEDO/BASH to agenda discussion of the Miss Norco DBA. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, HIGGINS, NEWTON

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

Council Member Azevedo commented that she is in favor of Ms. Overstreet's idea of converting the Community Center pool into a skate park and asked that discussion on this idea be directed to the Parks and Recreation Commission.

Council Member Newton noted that this past weekend at the 4400 block of Hillside Avenue, a vehicle damaged horse trail fencing across three homes. Council Member Newton requested that staff be proactive in getting the trail repaired and fencing installed.

ADJOURNMENT

Mayor Hanna adjourned the meeting at 9:30 p.m.

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Brian K. Petree, Director
Department of Parks, Recreation and Community Services

DATE: December 3, 2014

SUBJECT: Approval of the Federal General Services Administration (GSA) (California) Surplus Property Program Application and Resolution Enrolling the City of Norco in the GSA Program and Authorizing the Purchase of a Navy Marine Flute Anchor in the Amount of \$1,346.94.

RECOMMENDATION: Approve the GSA application and resolution to enroll the City of Norco in the State and Federal Surplus Property Program and authorize the purchase of a Navy Marine Flute Anchor in the amount of \$1,346.94

SUMMARY: In October of this year, staff received notice that the Marine Flute Anchor received from the Navy for the City of Norco George A. Ingalls Veterans Memorial Plaza as a donation was transferred to the City of Norco improperly by the US Navy. The anchor must go through an asset transfer process by the Federal General Services Administration Department (California). Staff has completed the GSA application and resolution for approval of the Marine Flute Anchor as a transfer asset to the City of Norco for approval.

BACKGROUND/ANALYSIS: On October 16, 2014, Terrence Ellison, Material & Property Logistics Lead of the Naval Surface Warfare Center (NSWC) contacted staff and indicated that the Navy would need to retract the Navy Marine Flute Anchor it had given the City in March of this year as it was not properly disposed of according to the Federal General Administration (GSA) Department. According to the GSA, the NSWC Corona (Navy) had no authorization to permanently loan or give the anchor to the City of Norco and the GSA requested that the anchor be returned.

Staff explained to the GSA representative and Property Logistics for NSWC Corona that both Captain Ver Hage and Lt. Kuffel authorized the anchor and signed for care and transfer to the City of Norco. Further, the City had prepped the anchor and had incurred costs for engineering, architecture and construction to make sure the George A. Ingalls Veterans Memorial Plaza project had an adequate pad and footing to support the anchor as well as design features to meet the intent of the memorial. Mr. Ellison explained that although that had happened, and the City was not at fault, Navy Property Logistics should have made a request to the GSA for transfer of the asset as the property belongs to the federal

government, not the Navy. He further explained that the GSA requested the anchor be returned to inventory and if this does not happen, they will retrieve it.

Mr. Ellison then explained that this case had been transferred to Darci King, Manager for Federal Surplus Property for the Federal General Services Administration (California) and the asset transfer must go through her department. Staff made contact with GSA and discussed the issues at hand and how this has placed the City of Norco in a delicate situation with the grand opening of the George A. Ingalls Veterans Memorial on November 11, 2014. It was further explained that the City had spent money in design and setting of the anchor and it was not acceptable for the GSA to retrieve the anchor. She explained that the Navy had no authorization to give away federal property to anyone. She further explained that this type of transfer of asset must go through local material and property logistics then to GSA California for approval and transfer of the asset. NSWC Corona followed none of the requirements and she informed staff that there will be a cost to purchase the anchor.

Staff and the GSA representative agreed on the following conditions to keep the anchor in the City of Norco. Once the City Council approves the application for reauthorization of federal assets and GSA Resolution for asset transfer, the anchor will be transferred to the City of Norco. The following requirements will need to take place for asset transfer:

1. The City of Norco will enroll in the Federal Government GSA Reauthorization program and submit application (SASP No. 201), (SASP No. STD-204) and GSA resolution (SASP No. 202) approved by the City Council attached.
2. The City of Norco, upon Council action, will issue a check to the GSA for 9% of the original cost of \$14,966.00 for the anchor with the check amount being \$1,346.94
3. GSA will approve the asset transfer after the application, resolution, and check are received.

The City will receive future benefits as a registered party to access the federal property management inventory equipment program. This program allows the City to purchase federal assets that are available through its asset inventory at a cost of 9% of the original value of the asset. Example of assets would be equipment, tools, building materials, and military non-working combat equipment.

Financial Impact: The \$1,346.94 will come from the George A. Ingalls Veterans Memorial Fund.

Attachments:

- a) GSA Resolution for Reauthorization of Federal Property (SASP No. 202)
- b) Application for Eligibility for Federal Surplus Property Program and Census Information, (SASP No. STD-204)
- c) Application for Eligibility for Federal Surplus Property (SASP No. 201)
- d) Assurance of Compliance Agreement (OSP No. 203)
- e) Site Map Location of Federal Surplus Property



Governor Edmund G. Brown Jr.

RESOLUTION

'BE IT RESOLVED by the Governing Board, and hereby ordered that the official(s) and/or employee(s) whose name(s), title(s), and signature(s) are listed below shall be and is (are) hereby authorized as our representative(s) to acquire surplus property through the auspices of the California State Agency for Surplus Property and accept responsibility for payment of incidental fees by the surplus property agency under the Terms and Conditions accompanying this form or listed on the reverse side of this form.'

NAME (Print or Type)	TITLE	SIGNATURE*	E-MAIL ADDRESS
A. <u>Brian Petree</u>	<u>Director, P&R</u>	<u>[Signature]</u>	<u>bpetree@ci.norco.ca.us</u>
<u>Michelle Anglin</u>	<u>Superintendent P&R</u>	<u>[Signature]</u>	<u>margin@ci.norco.ca.us</u>
<u>Henk Koke</u>	<u>Parks Supervisor</u>	<u>[Signature]</u>	<u>hkoke@ci.norco.ca.us</u>
<u>Lori Askew</u>	<u>Public Works Director</u>	<u>[Signature]</u>	<u>LAskew@ci.norco.ca.us</u>
<u>ANOU OKORO</u>	<u>City Manager</u>	<u>[Signature]</u>	<u>AOKORO@ci.norco.ca.us</u>

*Note: All signatures must be in original form. No copied or stamped signatures

B. The above resolution was PASSED AND ADOPTED this 3 day of December, 2014, by the Governing Board of the:

City of Norco by the following vote: AYES: ; NOES: ; ABSENT:
Agency Name

1. Cheryl Link Clerk of the Governing Board known as City Clerk

Do hereby certify that the foregoing is a full, true and correct resolution adopted by the governing board of the below named organization at the meeting thereof held at its regular place of meeting on this date and by the vote above stated, a copy of said resolution is on file in the principap office of the Governing Board.

Signed by: _____

City of Norco
2870 CLARK ST.
Name of Organization

Norco, CA, 92860, Riverside
City, Zip Code, County

NOTE: ALL LOCAL GOVERNMENT & NON-PROFIT INCORPORATED ORGANIZATIONS HAVE A GOVERNING BOARD, THEREFORE COMPLETE ONLY SECTIONS "A" & "B". THE FOLLOWING SECTION "C" IS FOR STATE AGENCIES ONLY.

C. AUTHORIZED this _____ day of _____, 20____, by: _____
Signature of Administrative Officer

Printed Name of Chief Administrative Officer _____ Title _____

Organization Name _____ Street Address _____

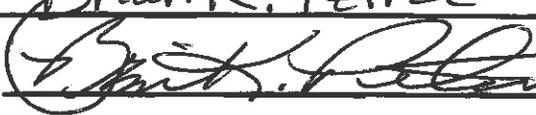
City _____ ZIP Code _____ County _____

STATE OF CALIFORNIA AGENCIES ARE REQUIRED TO PROVIDE THEIR STATE BILLING CODE: _____

**STATE OF CALIFORNIA
NEW APPLICATION FOR ELIGIBILITY
STATE & FEDERAL SURPLUS PROPERTY PROGRAM**

Pursuant to Federal Regulation 28 C.F.R. §§ 42.401 - 42.415, a recipient is mandated to report to the Federal Government the racial and national origins of all persons within your service area. You are therefore asked to supply the Office of Fleet and Asset Management with the race and national origins of individuals you serve in your service area (it may be helpful to refer to the US Census to determine the racial makeup of your service area at www.factfinder.census.gov). This form must be completed and returned with the rest of the eligibility packet in order to qualify for the Federal Surplus Property Program. Your answers on this form in no way affect your eligibility; however, not returning the form will delay the processing of your application.

American Indian or Alaskan Native % <u>0.9</u>	Persons having origins in any of the tribal people of North America, and who maintain cultural identification through tribal affiliation or community recognition.
Asian / Pacific Islander % <u>3.3</u>	Persons having origins in any of the original peoples of the far east, Southeast Asia, Pacific Islands, or the Indian Subcontinent. This includes China, Japan, Korea, The Philippines, and Samoa.
Black % <u>7</u>	Persons having origins in any of the black racial groups of Africa.
Hispanic % <u>31.1</u>	Persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
White % <u>76.3</u>	Person having origins in any of the original people of Europe, North Africa, or the Middle East.
Other % <u>9.3</u>	(Specify) _____

Print Name Brian K. Petree
 Signature 

Title Director, P&R
 Date 11.26.14

**STATE OF CALIFORNIA
NEW APPLICATION FOR ELIGIBILITY
STATE & FEDERAL SURPLUS PROPERTY PROGRAM**

In completing this form please print or type information.

A. Name of Organization City of Norco Telephone (951) 270-5632
 Address 2870 CLARK ST. City Norco County RIVERSIDE, CA Zip 92860
 E-Mail Address bpetree@ci.norco.ca.us Fax Number (951) 270-5681

1. Application is being made as a (please check one) (a) Public agency or (b) qualified nonprofit and tax-exempt organization . Check all spaces that apply and provide all requested data.

B. PUBLIC AGENCY: Check either state or local

- Conservation
- Economic Development
- Education
- Grade Level _____
(Preschool, K-12, college)
- Enrollment _____
- No. of faculty _____
- No. of days in school year _____
- Parks & Recreation
- Public Health
- Public Safety
- Two or more of above
- Other (specify) _____

NONPROFIT AGENCY OR ORGANIZATION:

- Education
- Grade Level _____
(Preschool, K-12, college)
- School for the mentally or physically handicapped
- Enrollment _____
- No. of faculty _____
- No. of days in school year _____
- No. of school sites _____
- Educational radio or television station
- Museum
- Library
- Medical institution
- Hospital
- Health center
- Clinic
- Other (specify) _____

1. Are the applicant's services available to the public at large? Yes. If only a specified group of people is served, please indicate who comprises this group. _____

2. Checklist of signed and completed documents submitted with this application:
 _____ SASP Form No. 202 "Resolution," properly signed and approved by the Governing Board designating representatives, including their signatures, authorized to bind the applicant organization to service fees submitted by the State of California.
 _____ SASP Form No. 203, nondiscrimination compliance assurance.
 _____ Certification Regarding Debarment, Suspension, Ineligibility, & Voluntary Exclusion as required by the General Services Administration of the U.S. Government.
 _____ Other statements or documentation required, as may be specified.

Printed Name and Title of Administrator or Director: Brian K. Petree, Director
 Date: 12/3/14 Signature of Administrator or Director: [Signature]

FOR STATE SURPLUS AGENCY USE ONLY

Application approved _____ Application disapproved _____

Comments or additional information: _____

Date: _____ Signed: _____

Donee Number: _____ Billing Code: _____

Office of Surplus
Property
OSP Form No.
203 (3-82)

ASSURANCE OF COMPLIANCE WITH GSA REGULATIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 606 OF TITLE VI OF THE FEDERAL PROPERTY AND ADMINISTRATIVE SERVICES ACT OF 1949, AS AMENDED, SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED,
TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED AND SECTION 303 OF THE AGE DISCRIMINATION ACT OF 1975

City of Norco" (hereinafter called the "donee"),
(Name of donee organization)

HEREBY AGREES THAT the program for or in connection with which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and HEREBY GIVES ASSURANCE THAT it will immediately take any Measures necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provisions of said regulations; that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property; that the United States shall have the right to seek judicial enforcement of this agreement; and, this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

Date: December 3, 2014

City of Norco

(Mayor, City of Norco)

Norco City Hall
2870 Clark Street
Norco, California 92860

TERMS AND CONDITIONS

A. THE DONEE CERTIFIES THAT:

- (1) It is a public agency; or an approved nonprofit organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1954; within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended.
- (2) The property is needed and will be used by the recipient for carrying out for the residents of a given political area one or more public purposes, or, if an approved nonprofit tax-exempt organization or 8(a) business, the property is needed for and will be used by the recipient for educational or public health purposes, or for programs for older individuals, or for business purposes. The property is not acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the state, except with prior approval of the State Agency for Surplus Property, hereafter referred to "the SASP".
- (3) Funds are available to pay any and all costs and charges incidental to the receipt of surplus property, that the property is not being acquired for any other use(s) or purpose(s), is not for sale. Fee schedule is available upon request from the California SASP.
- (4) Any transaction shall be subject to the nondiscrimination regulations governing the donation of federal surplus personal property issued under Title VI of the Civil Rights Act of 1964, (41 USC 2000d-2000d-4a), as amended; Section 504 of the Rehabilitation Act of 1973 (29 USC 794), as amended; Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1688), as amended; and Section 303 of the Age Discrimination Act of 1975 (42 USC 6101-6107).
- (5) If the Donee is designated by the Federal Small Business Administration 8a Program as a socially and economically disadvantaged small business and the SASP has determined the Donee is eligible to receive federal surplus personal property as a donation, the Donee certifies that the property acquired is needed and will be used solely for the conduct of the Donee's business enterprise; and the Donee certifies to A. (3), A. (4), and A. (5) above.

B. The Donee agrees to the following federal conditions:

- (1) All items of property, other than items with a unit acquisition cost of \$5,000 or more and passenger motor vehicles, regardless of acquisition cost, shall be placed in use for the purpose(s) for which acquired within one year of receipt, and shall be placed in continuous use for one year from the date the property was placed in use. In the event the Donee does not so place the property in use, or in continuous use, the Donee shall immediately notify the SASP and, at the Donee's expense, make the property available for transfer or other disposal as directed by the SASP.
- (2) Special handling or use limitations as are imposed by the Federal General Services Administration (GSA) on any item(s) of property under which the item(s) are being allocated to the Donee.
- (3) In the event the Donee does not so use the property as required by C. (1) and C. (2), above, at the option of the GSA title and right to the possession of such property shall revert to the United States of America and, upon demand, the Donee shall release such property to such person as the GSA or its designee shall direct.

C. The Donee agrees to the following conditions applicable to items with a unit acquisition cost of \$5,000 or more and passenger motor vehicles, except vessels of 50 feet or more in length and aircraft, regardless of acquisition cost:

- (1) The property shall be placed in use within one year of receipt and shall be used only for the purpose(s) for which acquired and for no other purpose(s).
- (2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for 18 months from the date the property is placed in use, except for such item(s) of major equipment for which the SASP designates a further period of restriction.
- (3) In the event the property is not so used as required by C. (1) and C. (2), above, at the option of the SASP title and right to the possession of such property shall revert to the State of California, and the Donee shall release such property to such person, as the SASP shall direct.

D. The Donee agrees to the following terms, reservations and restrictions:

- (1) From the date the Donee receives the property and throughout the time period(s) imposed by B. or C. above (as applicable) remain in effect, the Donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property or remove it permanently for use outside the State of California without the prior approval of the GSA or the SASP. The proceeds from any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the property, when the GSA or the SASP authorizes such action, shall be remitted promptly by the Donee to the GSA or the SASP, as applicable. If a Donee takes action in ignoring or disregarding the foregoing restrictions after the date the Donee receives the property and before expiration of the time periods imposed by C. or D. as applicable at the option of the GSA or the SASP, the Donee shall pay to the GSA or the SASP any proceeds derived from the disposal, and/or the fair market or fair rental value of the property at the time of such unauthorized disposal as determined by the GSA or the SASP as applicable.
- (2) If at any time from the date the Donee receives the property and throughout the time periods imposed by B. or C. above (as applicable) the Donee determines that some or all of the property is no longer suitable, usable, or further needed for the purpose(s) for which it was acquired, the Donee shall promptly notify the SASP and shall, as directed by the SASP, return the property to the SASP, or release the property to another Donee or another state agency or a department or agency of the United States, or sell or otherwise dispose of the property. The Donee shall remit the proceeds from any sale promptly to the SASP.
- (3) The Donee shall make reports to the SASP which shall state the use, condition and location of the property, and shall report on other pertinent matters as may be required from time to time by the SASP.
- (4) At the option of the SASP, the Donee may abrogate the conditions set forth in B, above, and the terms, reservations and restrictions pertaining thereto in D by payment of an amount determined by the SASP.

E. The Donee agrees to the following conditions applicable to all items of property:

- (1) The property acquired by the Donee is on an "as is," "where is" basis without warranty of any kind.
- (2) If the Donee carries insurance against damages to or loss of property because of fire or other hazards, and damage to, loss or destruction of donated property with unexpired terms, conditions, reservations or restrictions occurs, the SASP will be entitled to reimbursement from the Donee out of the insurance proceeds in an amount equal to the unamortized portion of the fair value of the lost, damaged or destroyed property.

F. Terms, conditions, reservations and restrictions set forth in the Conditional Transfer Document executed by the authorized Donee representative are applicable to the donation of aircraft and vessels of 50 feet or more in length having an acquisition cost of \$5,000 or more, regardless of the purpose for which acquired.

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

DATE: December 3, 2014

SUBJECT: Approval of a Professional Services Agreement with Bruno Anderson, DBA ProCompNet, for Information Technology Consulting Services.

RECOMMENDATION: Staff recommends that the City Council approve the agreement between the City of Norco and Bruno Anderson, DBA ProCompNet, for information technology consulting services.

SUMMARY: The City's Information Technology Manager will be retiring at the end of calendar year 2014. Staff has evaluated various options to ensure that the City's information technology needs are met in a cost effective manner. Based on the options reviewed, staff is recommending that City Council approve a professional services agreement with Mr. Bruno Anderson, DBA as ProCompNet to serve as the City's contract Information Technology Manager.

BACKGROUND/ANALYSIS: SUMMARY: The City's Information Technology Manager will be retiring at the end of calendar year 2014. Staff has evaluated various options to ensure that the City's information technology needs are met in a cost effective manner. The options considered included going out to recruit for an employee to replace the retiring employee; contracting out the function to Corona Norco Unified School District (CNUSD); and contracting out to Information Technology services firms.

After some discussions with CNUSD, staff was informed by the District that they would not able to meet the City's needs at this time. Given the going market rate (salary and benefits) for Information Technology Managers and the difficulty that the City has faced in recruiting for management positions at the City's current salary schedule, staff has determined that it would be more cost effective to meet the City's needs through a part-time consulting contract with an Information Technology professional. Mr. Bruno Anderson, DBA ProCompNet has been providing information technology services to the City on as needed basis for the last several years. He is very familiar with the City's technology infrastructure and has performed to the satisfaction of the outgoing Information Technology Manager and City Manager. Staff is recommending that the City Council approve a professional services agreement with Mr. Anderson to serve as the

City's contract Information Technology Manager. It is anticipated that Mr. Anderson will work 20 hours per week at an hourly rate of \$65.00.

In addition to Mr. Anderson, the Information Technology Division includes a full-time Information Technology Technician and recruitment is underway to add a part-time Information Technology Analyst.

FINANCIAL IMPACT: The funding for the contract Information Technology Manager will come from salary and benefits savings in the Information Technology Fund. No additional appropriation is necessary for FY 2014-2015. The cost for future fiscal years will be budgeted as part of the City's annual budget process.

SERVICE AGREEMENT FOR INFORMATION TECHNOLOGY CONSULTING SERVICES

This AGREEMENT made and entered into this 1st day of November, 2014, between: **The City of Norco**, a municipal corporation ("**City**") and **Bruno Anderson, DBA ProCompNet**, an independent consultant ("**Contractor**") for Information Technology consulting services.

ARTICLE 1. TERM OF CONTRACT

Section 1.01. This Agreement will become effective on November 1, 2014 and will continue in effect through June 30, 2016 unless terminated in accordance with the provisions of Article 7 of this Agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

Section 2.01. It is the express intention of parties that Contractor is an independent contractor and not an employee, agent, joint-venturer, or partner of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between City and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

Section 3.01. Contractor will perform a variety of tasks for the City in the field of Information Technology services and will serve as the City's onsite Information Technology Manager. Contractor's primary responsibilities will involve day-to-day oversight of near- and long-term information technology strategies, including but not limited to the administration of the City's information technology and communication systems; developing best practices; managing outsourced functions; software license maintenance; security design; storage environment design; strategic planning; security management; application software selection and implementation; user password maintenance; user configuration; backup system design; website design, development, implementation and maintenance; copier acquisition, installation and maintenance; network configuration and design; software integration; cell phone maintenance; equipment purchases and upgrades; software purchases and upgrades; email systems maintenance; development of budget backup material; end user training; GIS; and interface with systems and application software providers. Consultant agrees to perform other related services as directed by the City Manager and/or his/her designee.

ARTICLE 4. COMPENSATION

Section 4.01. In consideration for the services to be performed by Contractor, the City agrees to pay Contractor a flat hourly rate of \$65.00 for hours actually worked. The City also agrees to pay contract \$65.00 per hour for travel on-call availability.

Section 4.02. Contractor shall submit monthly invoices, and the City shall make payments to Contractor for services rendered on a monthly basis.

Section 4.03. Contractor shall be responsible for all costs and expenses incident to the performance of services for the City, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. The City shall be responsible for no expenses incurred by Contractor in performing services for the City, unless otherwise authorized by the City Manager.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

Section 5.01. Contractor agrees that the City will not provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify the City for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

Section 5.02. The City shall defend, hold harmless and indemnify the Contractor and its agents against any tort professional liability claims or demand or any other legal action whether groundless or otherwise arising out of any alleged act or omission of the Contractor occurring in the course and scope of performance or functions and duties undertaken pursuant to the Agreement with the City. The City may compromise and settle any such claim or suit, and pay the amounts of all settlement or judgments rendered against the Contractor and for the City thereon and select counsel in the absolute discretion of the City.

Section 5.03. It is agreed upon and understood that the Contractor will maintain a policy of professional liability insurance in the minimum amount of one million dollars (\$1,000,000) per incident, naming the City as an additional insured to cover any liability imposed or claimed, including attorney's fees and any legal expenses, for acts or omissions of Contractor or Contractor's agents occurring outside the normal course and scope of performance and function of duties undertaken pursuant to this Agreement.

Section 5.04. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without the prior written consent of the City.

Section 5.05. As Contractor is not the City's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- City will not withhold FICA (Social Security) from Contractor's payments;

- City will not make state or federal unemployment insurance contributions on Contractor's behalf;
- City will not withhold state or federal income tax from payment to Contractor;
- City will not make disability insurance contributions on behalf of Contractor;
- City will not obtain workers' compensation insurance on behalf of Contractor.

ARTICLE 6. OBLIGATIONS OF THE CITY

Section 6.01. The City agrees to comply with all reasonable requests of Contractor and provide access to all documents reasonably necessary for the performance of Contractor's duties under this Agreement.

ARTICLE 7. TERMINATION OF AGREEMENT

Section 7.01. Contractor acknowledges, understands, agrees and warrants that he serves at the pleasure of the City, and have no vested rights whatsoever in continuation of the business relationship with the City, or in compensation which may be provided beyond the stated terms of this Agreement. The City shall have the right to terminate this Agreement without cause at any time.

ARTICLE 8. GENERAL PROVISIONS

Section 8.01. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by U.S. mail to the following addresses;

AGENCY: City of Norco
 Attn: City Manager
 2870 Clark Avenue
 Norco, CA 92860

CONTRACTOR: Bruno Anderson
 ProCompNet
 P.O. Box 52985
 Riverside, CA 92517

Section 8.02. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict or appear as a conflict in any manner or degree with the performance of services required to be performed under this Agreement. In the event that an activity of the Contractor may be construed to constitute a conflict of interest with his responsibilities hereunder, Contractor shall obtain permission for such activity from the City Manager before proceeding further with such activity. In the event a conflict of interest is alleged, the City Manager shall finally and conclusively determine if a conflict of interest in fact exists, or can be foreseen. In such cases, where a conflict of interest is deemed to occur or is determined to occur, the City may terminate this Agreement in accordance with Section 7.01.

Section 8.03. The formation, construction and performance of this Agreement shall be construed in accordance with the laws of the State of California.

Section 8.04. This Agreement constitutes the sole and complete Agreement between the parties. This Agreement supersedes any and all written and oral agreements between the parties and any ordinance, rule, regulation, policy, or procedure of the City that is inconsistent with the Agreement. No amendments may be made to this Agreement except in writing and signed by the parties hereto.

Section 8.05. If any provision of this Agreement is held invalid or unenforceable, the remainder shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 3rd day of December, 2014.

City of Norco
A Municipal Corporation

Bruno Anderson, DBA ProCompNet
Contractor

By: _____
Mayor

Bruno Anderson
Owner

Attest: _____
Cheryl L. Link
City Clerk

Approved as to Form:

John Harper, City Attorney

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Brian K. Petree, Director
Parks, Recreation and Community Services

DATE: December 3, 2014

SUBJECT: Approval of a Professional Services Agreement between the City of Norco and Ricardo Breceda, Sculptor and Designer, to Design and Build Five (5) Public Art Projects for the George Ingalls Equestrian Event Center

RECOMMENDATION: Approve the Professional Services Agreement with Ricardo Breceda, Sculptor and Designer, in an amount not to exceed \$130,000 for Public Art Projects.

SUMMARY: Staff is seeking City Council approval of an agreement to commission Ricardo Breceda to design and create metal sculpture art for the George Ingalls Equestrian Event Center. This public art plan provides a framework for the City to meet the George Ingalls Equestrian Event Center Master Plan. It is desirable for the City to create public art within the community, starting with the George Ingalls Equestrian Event Center, by sustaining a climate that encourages art and depicts the special character and lifestyle of Horsetown USA.

BACKGROUND AND ANALYSIS: Staff is seeking City Council approval of an agreement to commission Ricardo Breceda to perform and deliver several public art projects for the George Ingalls Equestrian Event Center. This public art plan provides a framework based on the City's Master Plan of the George Ingalls Equestrian Event Center and meets the objectives of the Ingalls Development Master Plan Committee.

The Arts Committee appointed by City Council in June of 2014 reviewed artistic options for the City and concluded that the recommendation to the City would be to enter into an agreement with Mr. Breceda to commission the public art and to use the Ingalls Master Plan as a guide for location of the art.

The Arts Committee and Staff recommend the following:

- Approve the Professional Services Agreement with Ricardo Breceda.
- First location identified for displaying the art is the corner of Sixth Street and Crestview Drive which is the main entry leading visitors to the George Ingalls Equestrian Event Center. The proposed plan provides for landscaping, a new facility identification entry sign, and the placement of public art. The project includes two life-size horses facing each other to border a new facility entry sign.

Professional Services Agreement Ricardo Breceda Public Art
City Council Meeting
December 3, 2014

- The second location identified, which will be done first, is the newly created east pad at the toe of the slope. This location will provide for a life-size stage coach and a Horsetown USA “Swing Station” that will provide a photo opportunity for Norco visitors celebrating “Destination Norco”.
- The third location is located across the east slope and provides four (4) life-size wild horses running up the slope and a fifth horse, a stallion, at the top of slope calling the wild horses to follow him.
- The fourth and fifth location will include a life-size barrel racer along Crestview Drive before gate number 5, and a roper located in front of Moreno Arena.

Based on the proposed agreement between the City of Norco and Mr. Breceda, he has offered the City over \$250,000 worth of work for \$130,000 to showcase public art through his metal sculpture designs at the George Ingalls Equestrian Event Center. Mr. Breceda is an author and artist with over twenty years of experience in his specialty of metal sculpture art. His show pieces cover Temecula, Vail Lake, Borrego Springs and Las Vegas. A few years ago he was commissioned by Norco Veterinarian Hospital and AVID to complete their public art work displays which can be seen today.

The following outlines the proposal provided by Ricardo Breceda Custom Designs:

1. Agreement in the amount of \$130,000.
2. Advance payment for material cost of \$30,000.
3. Assistance on installation day for placement of art work.
4. Recognition of the art work and artist displayed.
5. Breceda Custom Design western art work promotion booth at the event center during City run special events as designated by the City for the next 36 months.
6. Final payments or balance to be paid to the Artist at completion of artwork and installation to the satisfaction to the City.

The proposal from the artist/sculptor is an exhibit of the art agreement and is included as an attachment of this report. It outlines the City’s method by which it will commission the public art project at the George Ingalls Equestrian Event Center.

FINANCIAL IMPACT: Funding for this project has been approved in the Amended Capital Improvement Program Budget as the George Ingalls Public Land Improvement Program Project. The budget provides for a public art component as part of the capital project along with landscaping development. On November 15, 2014, the City was notified by the California Department of Finance that the Recognized Obligation Payment Schedule 14-15B (ROPS) was approved. The Public Land Improvement Program and Art Project was part of the ROPS with the approved amount being \$300,000. The agreement with the contractor for the sculptures is \$130,000 with the balance of \$170,000 designated to landscape improvements.

Attachment: Public Art Agreement and Artist Proposal

**CITY OF NORCO
PUBLIC ART COMMISSION AGREEMENT
(GEORGE INGALLS EQUESTRIAN EVENT CENTER)**

This Agreement is hereby entered into this 3rd day of December, 2014, by and between THE CITY OF NORCO (hereinafter called the "CITY") and RICARDO BRECEDA, CUSTOM DESIGNS, (hereinafter called the "ARTIST"), jointly the PARTIES, as follows:

RECITALS

WHEREAS, CITY desires to commission RICARDO BRECEDA – CUSTOM DESIGNS "ARTIST" to provide professional design, manufacturing, and installation services for the design and development of metal sculpture public art to be placed at the George Ingalls Equestrian Event Center, located at 3737 Crestview Drive, in the City of Norco, and;

WHEREAS, ARTIST by reason of his qualifications, experience, and facilities for performing the type of services contemplated herein, has proposed to provide the metal sculpture public art project (the "Project") as described herewith;

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. The forgoing Recitals are true and correct and are incorporated herein.
2. The term of the Agreement shall be for a period of ninety (90) days commencing from the date of a written notice to proceed by the CITY.
3. CITY shall pay ARTIST one hundred and thirty thousand dollars (\$130,000) for all work to be performed under this agreement. Three (3) days after the execution of this Agreement; a materials payment shall be made to the ARTIST in the amount of thirty thousand dollars (\$30,000). The balance of the compensation shall be paid to the ARTIST (10) ten days after the conclusion and acceptance of the Project by the City.
4. This Agreement establishes an ongoing relationship between the ARTIST and the CITY to provide metal sculpture public art projects at the George Ingalls Equestrian Event Center. The CITY shall provide promotional space to the ARTIST at CITY functions for a period of three (3) years at those events which the CITY controls. The ARTIST shall be responsible for all City, State and / or Federal permit costs associated with the ARTIST's promotional booth.
5. The ARTIST shall perform those responsibilities set forth in the Proposal submitted attached hereto as Exhibit "A". The Scope of Services and responsibilities of the ARTIST is set forth in Exhibit "B" attached hereto. The Project commissioned by this Agreement is set forth on Exhibit "C" attached hereto.
6. The Scope of Service covered by this Agreement includes all art work, delivery and installation necessary and related to the metal sculptor custom art work.
7. ARTIST agrees that time is of the essence in the performance of this work, and ARTIST agrees to produce art work in the times stated in the Proposal. Deviations from time schedule

stated in the Proposal may be made with the approval of the City of Parks and Recreation Director or authorized representative.

8. ARTIST represents that he is a professional metal sculptor with over twenty (20) years of design and completions of art work, providing a unique metal finish technique process. ARTIST agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which ARTIST is engaged. ARTIST further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.

9. ARTIST shall assist the CITY with management of volunteers and the City work force in coordination with CITY for installation work.

10. ARTIST shall possess no authority with respect to any CITY decision and no right to act on behalf of CITY in any capacity whatsoever as agent or to bind CITY to any obligations whatsoever.

11. ARTIST's obligations under this Agreement are not assignable or transferrable, and ARTIST shall not subcontract any work.

12. All art work, sketches, drawings, photos, technical drawings and data, conceptual models, reports, plans and other work products of the ARTIST provided hereunder shall become the property of the CITY and shall be delivered to the CITY upon completion of the services authorized hereunder; ARTIST may retain copies thereof for its files and internal use. CITY representatives shall have access to work products for inspection and determining that the services are being performed in accordance with the terms of the AGREEMENT.

13. Indemnification: ARTIST shall investigate, defend, indemnify, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including, but not limited to, damages to property and injuries to or death of persons, court costs, and attorney's fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, actions, liabilities, and losses occurring or resulting to any person, firm, or corporation for property damage, personal injury damage, physical injury or death arising out of or connected with the ARTIST's performance regarding this Agreement.

14. Duty to Defend: The duty to defend hereunder shall include the duty to defend as established in Section 2778 of the California Civil Code and is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of ARTIST. Such defense obligation shall arise immediately upon presentation of a claim by any party and written notice of such claim being provided to the ARTIST notwithstanding that no adjudication of the underlying facts has occurred and whether or not a claim has also been presented upon ARTIST. ARTIST indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until such time as action against the CITY for such matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

- a. ARTIST's liability for indemnification hereunder is in addition to any liability ARTIST may have to CITY for a breach by the ARTIST of any of the provisions of this Agreement

15. ARTIST shall maintain in full force and effect policies of insurance during the term of the Agreement as follows:

- a. General Liability: Insurance with limits of not less than \$1,000,000 for bodily injury and property damage; \$1,000,000 for personal and advertising injury; \$1,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate; or:
 - i. ARTIST will maintain a professional liability insurance coverage which shall remain in effect throughout the term of this Agreement for professional liability with limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate available through SPARTA.
- b. Automobile liability insurance with coverage of not less than \$1,000,000 combined single line limit per accident for bodily injury and property damage.
- c. Worker's Compensation: ARTIST agrees that ARTIST is the principal designer, fabricator and responsible worker and employee and will not employ any other labor force during the commission of this art work project for the CITY. ARTIST agrees should ARTIST consign or hire labor or contract for labor, ARTIST will provide to the CITY Worker's Compensation Insurance that complies with the terms of the law of California concerning Worker's Compensation. The insurer shall agree to waive all rights of subrogation against the CITY, its officials, employees and volunteers for losses arising from work performed by labor, contract labor or consultant work for the CITY.
- d. Verification of Coverage. ARTIST shall furnish the CITY with certificates of insurance and with original endorsement effecting coverage required by this exhibit. Should the ARTIST not provide policies and certificates of insurance and with original endorsement provided under these conditions the CITY shall purchase insurance coverage to meet the condition through SPARTA at the cost of the ARTIST, and shall be deducted from the balance of payment owed to the ARTIST.
- e. The Certificates of Insurance shall provide that there will be no cancellation, reduction or modification of coverage without prior written notice to CITY.

16. ARTIST, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

17. ARTIST represents and warrants to CITY that ARTIST shall, at its sole cost and expenses keep in effect or obtain at all times during the term of this Agreement a CITY business license, and retain any permits as required per the scope of work for this Project.

18. ARTIST shall provide to the CITY any clarification or information related to the scope of work or his performance during the job.

19. CITY may terminate this Agreement by providing thirty (30) days written notice prior to the effective termination date to ARTIST. In this event of such termination, CITY shall pay ARTIST for all work performed based on percentage of work and value of each commissioned piece of Artwork rendered up to the date of termination.

IN WITNESS WHEREOF, the PARTIES hereto have executed the Agreement on the date first herein above written.

CITY OF NORCO

**RICARDO BRECEDA
CUSTOM DESIGNS**

By: _____
Mayor

Ricardo Breceda, Owner

ATTEST:

By: _____
Cheryl L. Link, City Clerk

APPROVED AS TO FORM:

By: _____
John R. Harper, Harper & Burns LLP
City Attorney

EXHIBIT "A"
ARTIST PROPOSAL

Exhibit "A"

RICARDO BRECEDA CUSTOM DESIGNS



From: Ricardo Breceda
Sculptor - Designer
38000 Highway 79 South
Temecula, CA 92592
www.ricardobreceda.com

Date: November 3, 2014

**RE: Proposal and Notice to Provide Professional Services
For Western Art "Metal" Sculptors for the City of Norco**

Proposal Submittal To:

City of Norco, Department of Parks, Recreation and Community Services
Attn: Public Land Improvement Public Art Committee
2870 Clark Avenue
Norco, California 92860
Attn: Mr. Brian K. Petree
City of Norco

Job Information and Scope:

- **Location:** George Ingalls Equestrian Event Center
3333 Crestview Drive, Norco CA 02860
- The following proposal is based on earlier communications, meetings, and discussions with the City of Norco. The City of Norco has asked for a proposal from Breceda Custom Designs for the sculptor and design of metal art work.
- The City acknowledges its interest to establish a custom sculpture works of art by Ricardo Breceda, the Artist. The following represents an outline of professional services to license the Artist Ricardo Breceda to the following plan works of art.

I. Proposal Requests:

➤ Planned/Request:

- a) Stagecoach, to custom design accordingly, life-size
- b) Set of two horses, for front entrance, to custom design accordingly, life-size
- c) Five horses, four running up the hill one rearing on top of the hill, life-size
- d) A roping cowboy, life-size
- e) Barrel Racer w/Barrel, life-size

II. Terms, Conditions, Requirements, and Payments

➤ Requirements:

- For a Fee of \$130,000, for art work as described in Section I, Proposal Request: (a), (b), (c), (d), and (e) for Sculptor medal art projects for City of Norco
- Prior to start of the project, \$30,000 deposit is required for materials.
- Remaining balance due upon delivery and installation of all approved artwork.
- Artwork to be completed and installed by May 1, 2015 or sooner.
- Installation and materials: It is understood that the City of Norco will;
 - i. City of Norco to provide assistance to Breceda Custom Designs for the handling and installation of all art projects proposed as accepted by the City. Artist (Ricardo Breceda) will be on-site to coordinate and assist with the installation. All design work and customization needed on site will be performed by Mr. Breceda and his staff. Footing requirement responsibility of City Artist to provide detail.

➤ Agreement Consideration:

- The Artist (Ricardo Breceda) is providing a discount for medal art work with the understanding that the City of Norco agree to place a recognition plaque for sculpture works established noting the artist and the historic character of art and how it relates to the community. In addition the City will allow the artist a place to show & sale his work during special events or activities upon the facility grounds located within the George Ingalls Equestrian Event Center at City run events for a period of 2 years from date of completion and acceptance by the City.

RICARDO BRECEDA CUSTOM DESIGNS

This proposal is presented and agreed to with all terms and conditions by all parties:

The Artist:

**Ricardo Breceda Custom Designs
Ricardo Breceda, Owner/Artist
(951) 236-5896 Ricardo Breceda**

Approved by: _____

Date of approval: _____

Authorization to Proceed Forward

The City of Norco:

City Manager: _____
Andy Okoro

Date: _____

City of Norco Project Manager: _____
Brian K. Petree

Date: _____

EXHIBIT "B"

SCOPE OF SERVICES

The scope of services expected of the ARTIST will follow this format.

- A. Meet with staff and other assigned community members to determine final design and implementation objectives as described in the ARTIST proposal within five (5) days of the award of this license agreement.
- B. Norco Arts Public Land Improvement Committee Attendance at scoping meeting at ARTIST studio to review sculptor mock ups and drawings to include progress meetings at ARTIST studio with art committee.
- C. Preparation of schematic development plans for footing design if required for art sculptors related to the respective project. Stabilizing and footing requirements must be reviewed and approved by the City Engineer.
- D. During the course of the design analysis, the ARTIST will be expected to:
 - 1. Provide maintenance procedures and guidelines to the Parks Division Staff related to materials used into the design. At times, the ARTIST may also be requested to develop a recommended maintenance program.
 - 2. Make every effort to preserve and enhance the unique character of Norco and its event center within the custom design.
- E. The City retains the right to adjust this scope of work to reflect project needs. For instance, certain projects may include preparation of a master plan only, others may call for solely the preparation of plans and specifications, and certain work may only require a simple study, sketch, or detail. In any case, a task scope, schedule, and fee will be determined and agreed upon for each "project" prior to an authorization to proceed.
- F. Throughout the design process, the City will make every reasonable effort to accomplish "non-design related" tasks on behalf of the project. The intent of this philosophy is to

focus the ARTIST efforts on the public art project thereby minimizing design costs. For example, staff will normally be responsible for all project scope development, administration activities, construction administration.

EXHIBIT “C”

COMMISSIONED ARTWORK AND LOCATIONS

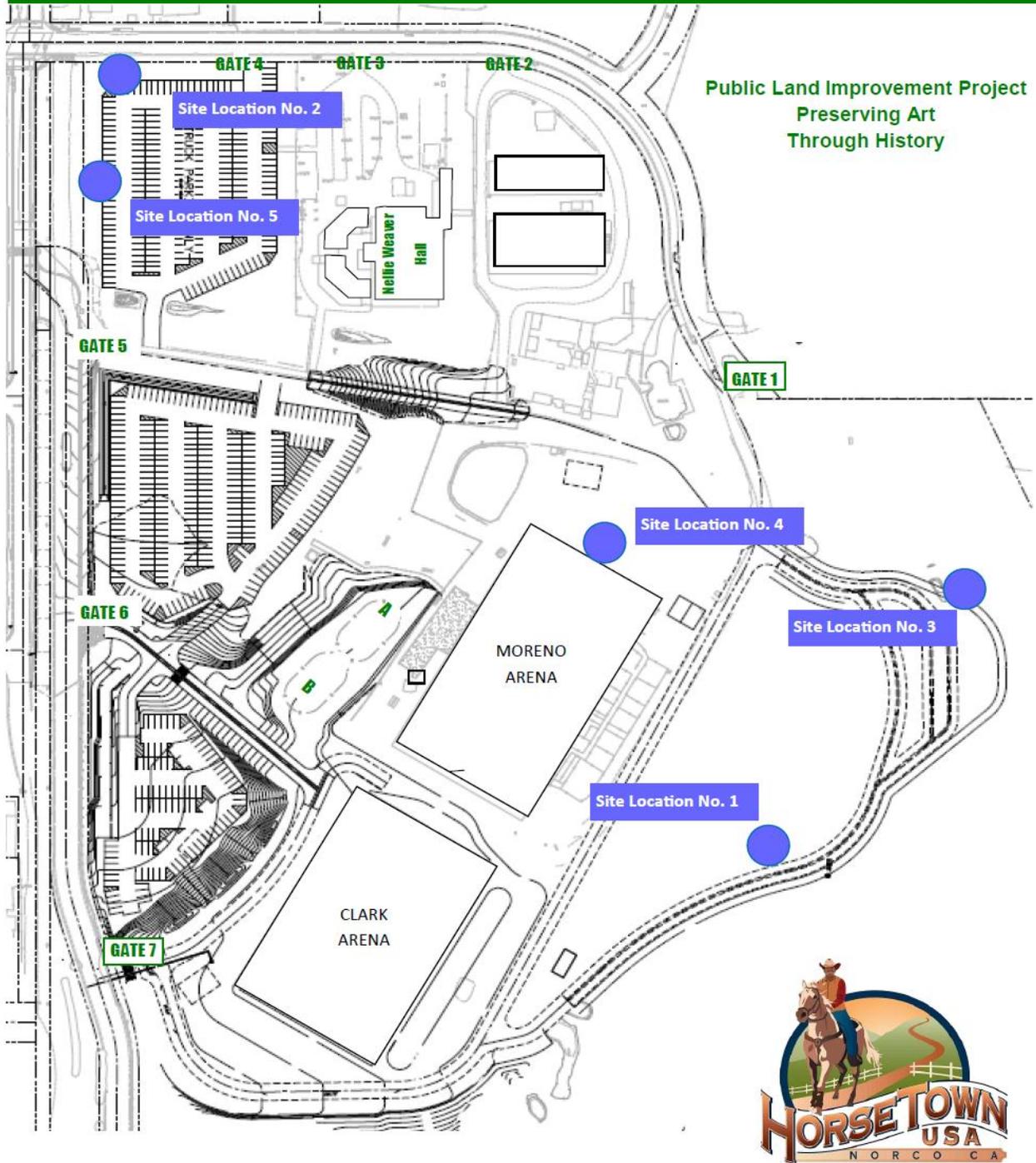
Description and Location of Commissioned work for Public Art at the George Ingalls Equestrian Event Center:

- **FIRST PROJECT LOCATION:** The location identified is the newly created east pad at the toe of slope east of Moreno Arena and Clark Arena. This location will provide for a life-size stage coach to be located at the Horsetown USA “Swing Station” (provided by the City) that will provide a photo opportunity for Norco visitors celebrating, “Destination Norco”.
- **SECOND PROJECT LOCATION:** The location identified for displaying the artwork is located at the corner of Sixth Street and Crestview which is the main entry to the George Ingalls Equestrian Event Center. The proposed plan provides for two life-size horses facing each other to boarder a new facility entry sign and landscaping.
- **THIRD PROJECT LOCATION:** The location identified is located east of Moreno Arena and will run from toe of slope to top of slope located across the east slope and provides for four life-size wild horses running up the slope and a fifth horse, a stallion, at the top of slope calling the wild horses to follow him. The project will be located just north of the proposed stage coach location.
- **FORTH PORJECT LOCATION:** The location identified is located in front of Moreno Arena on the North side within the planter area. The artwork will include a life size roper and steer.
- **FIFTH PORJECT LOCATION:** The location identified is located along Crestview Dive and will run along the bench landscape area between the entry location and gate 5. The artwork will include a life size barrel racer and barrel.

EXHIBIT "C" (Continued)

COMMISSIONED ARTWORK AND LOCATIONS

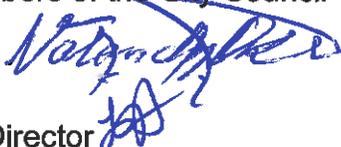
GEORGE INGALLS EQUESTRIAN EVENT CENTER SITE MAP



"We create community through people, parks, trails and programs!"

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Lori Askew, Public Works Director 

DATE: December 3, 2014

SUBJECT: Addition of New Street Standards for a Pedestrian/Equestrian Trail Around Both Sides of a Cul-de-Sac.

RECOMMENDATION: Staff recommends that the City Council concur with the recommendation of the Streets, Trails, and Utilities Commission regarding new street standards for a pedestrian/equestrian trail around both sides of a cul-de-sac.

SUMMARY: The City Council requested input on the addition of the City street section standard to include a pedestrian-equestrian trail on both sides of a cul-de-sac street. The Streets, Trails, and Utilities Commission and the Planning Commission have both reviewed the matter and have made recommendations.

BACKGROUND/ANALYSIS: At the October 7, 2013 Streets Trails and Utilities Commission meeting, staff presented a 6-lot subdivision on Valley View Avenue which was served via a 60-foot-wide cul-de-sac, per City standard. Staff made a recommendation for the trail to be located on one side of the street, that being the off side of the street (north side) from the residences. Discussion from the Commission resulted in the trail being recommended on the same side of the street as the residences (south side). The proposed subdivision then proceeded to the Planning Commission on February 12, 2014. The Planning Commission recommended approval of the subdivision with several modifications including trail on both sides of the cul-de-sac and the creation of an LMD to fund the maintenance required for the trail.

On April 16, 2014, the tentative tract map (TTM) was presented to the City Council for approval with the Planning Commission recommendations, but with indication of staff's non-support of the addition of trail to both sides of the street. Staff also was not in support of creating a Landscape Maintenance District for only six homes. After lengthy discussion on the TTM, the City Council referred the map back to the Planning Commission for further modifications.

The applicant has since withdrawn the map. However, as a result of this map and discussion on the pedestrian-equestrian trail, the City Council has requested that a

Addition of Cul-de-sac Street Sections

Page 2

December 3, 2014

street standard be created that shows the trail on both sides of the street. The Engineering Division created different scenarios and on October 6, 2014, staff presented the various scenarios for review by the Streets, Trails, and Utilities Commission.

The Streets, Trails, and Utilities Commission recommended that the current street section standards for a cul-de-sac be kept and that two new standards be included:

- 1) Full twelve-foot trail and six-foot parkway around the entire cul-de-sac for a public right-of-way width of 72 feet.
- 2) Full twelve-foot trail and three-foot parkway around the entire cul-de-sac for a public right-of-way width of 66 feet.

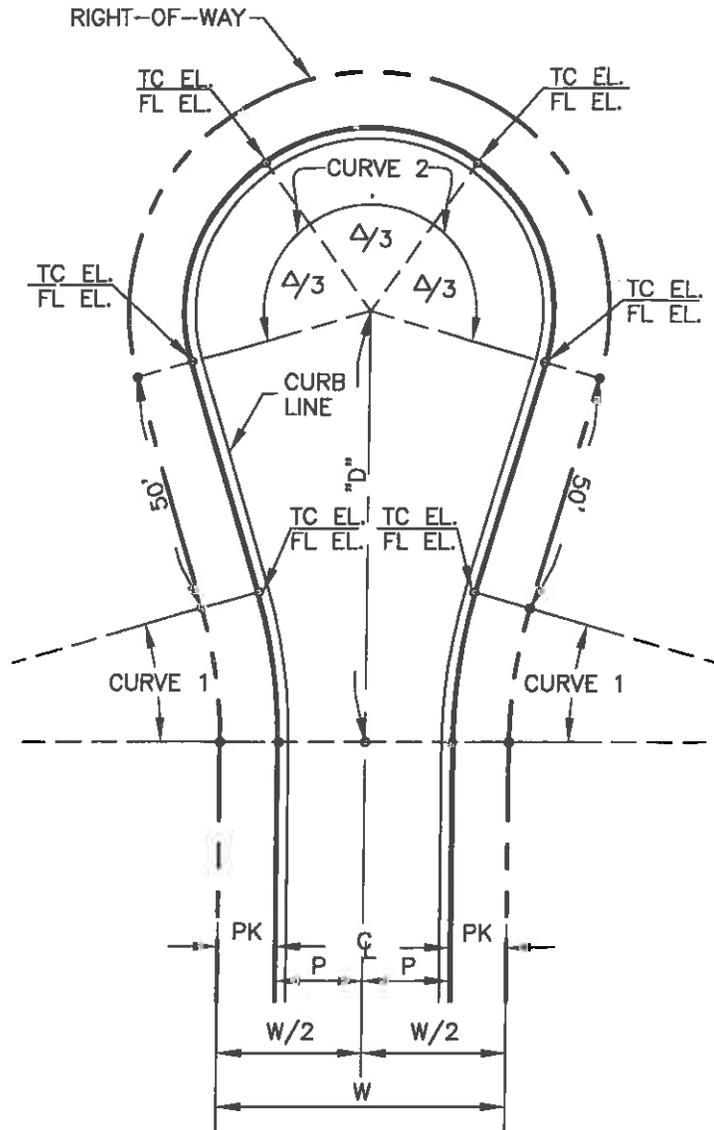
Both of the recommended new sections would add to the public right-of-way. The Commission was opposed to any new trail sections that used easements to achieve the trail and parkway on both sides of the cul-de-sac.

On October 29, 2014, staff presented the proposed street sections to the Planning Commission. The Planning Commission concurred with the Streets, Trails and Utilities Commission recommendation of the 66-foot and 72-foot right-of-way street sections, adding trail and parkway to both sides of the street. However, they recommended removing the existing standard of trail on one side of the cul-de-sac street.

Staff does not recommend removal of the existing 60-foot right-of-way street cul-de-sac standard. There are several streets in the City with that current configuration and reference to the standard is necessary during improvement projects.

Attachments: Existing Street Section Standards (cul-de-sacs)
Proposed New Street Section Standards (Alternate 1 and 3)

CITY of NORCO STANDARD DRAWING



Existing Standard

						CURVE 1						CURVE 2											
						CURB			PROPERTY														
						R			L			T			R			L			T		
W	W/2	P	PK	D	Δ	R	L	T	R	L	T	R	L	T	R	L	T	R	L	T			
60'	30'	18'	12'	90.00'	16°15'37"	112'	31.79'	16.00'	100'	28.38'	14.29'	212°31'13"	38'	140.95'	130.27'	50'	185.46'	171.43'					

REVISION	NO:	BY:	DATE:	NO:	BY:	DATE:

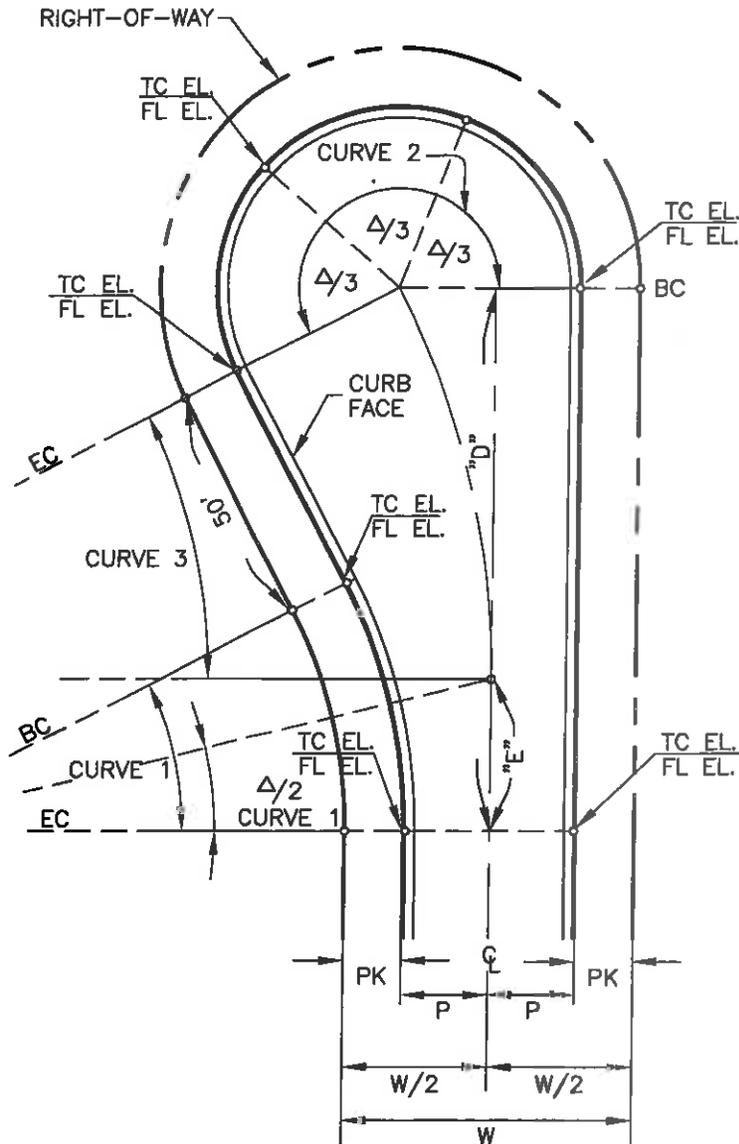
APPROVED: *Joseph Schenk* 2/13/04
CITY ENGINEER RCE

Drawn By: LJA Date: 03/19/04

CUL-DE-SAC (SYMMETRICAL)

Std. Dwg. No.
140A
Sheet 1 of 1

CITY of NORCO STANDARD DRAWING



Existing Standard

						CURVE 1				CURVE 2				CURVE 3					
						CURB		PROPERTY		CURB		PROPERTY				CURB		PROPERTY	
W	W/2	P	PK	D	△	R	L	R	L	△	R	L	R	L	E	△	R	L	
60'	30'	18'	12'	113.58'	27°28'54"	112'	53.72'	100'	47.96'	207°28'54"	38'	137.61'	50'	181.06'	31.79'	27°28'54"	177.24'	85.01'	

REVISION	NO:	BY:	DATE:	NO:	BY:	DATE:

APPROVED: *Joseph Schenk* 24039
CITY ENGINEER RCE

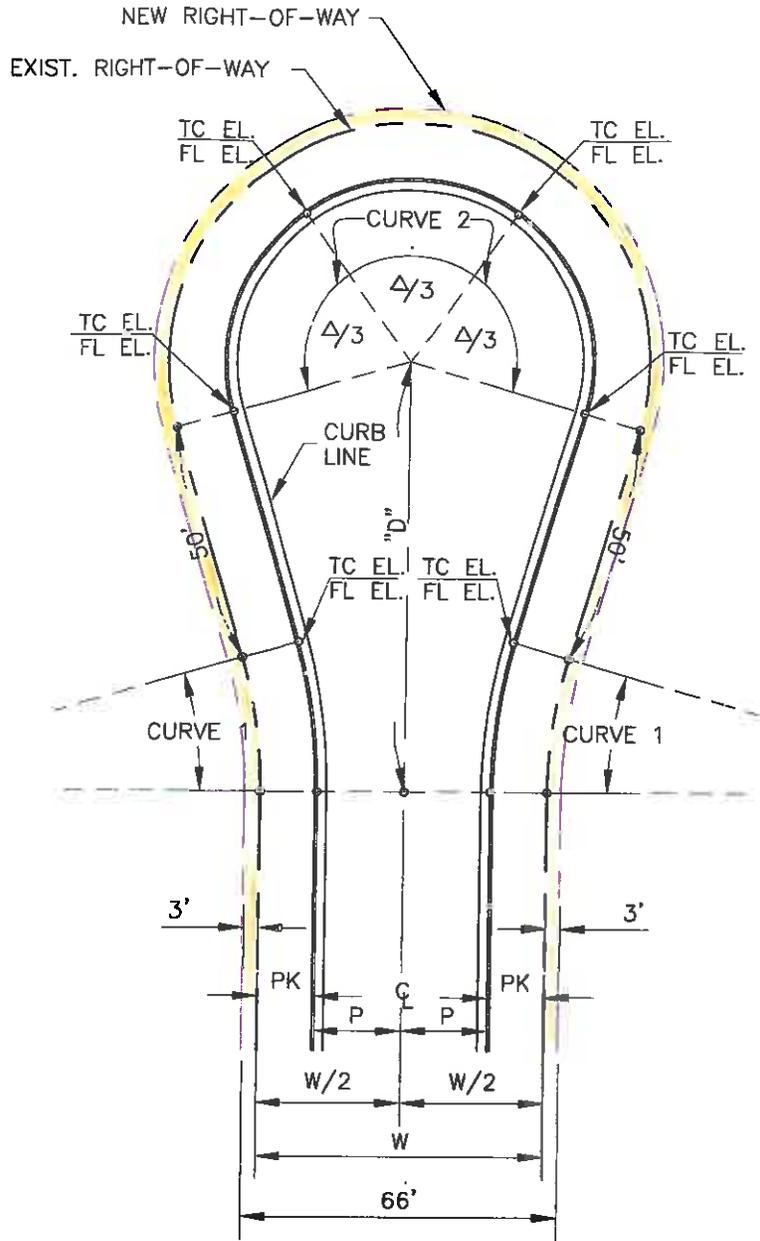
Drawn By: LJA

Date: 03/19/04

CUL-DE-SAC (OFF-SET)

Std. Dwg. No.
140B
Sheet 1 of 1

CITY of NORCO STANDARD DRAWING



Alternate 1

						CURVE 1						CURVE 2						
						CURB			PROPERTY									
W	W/2	P	PK	D	△	R	L	T	R	L	T	△	R	L	T	R	L	T
60'	30'	18'	12'	90.00'	16°15'37"	112'	31.79'	16.00'	100'	28.38'	14.29'	212°31'13"	38'	140.95'	130.27'	50'	185.46'	171.43'

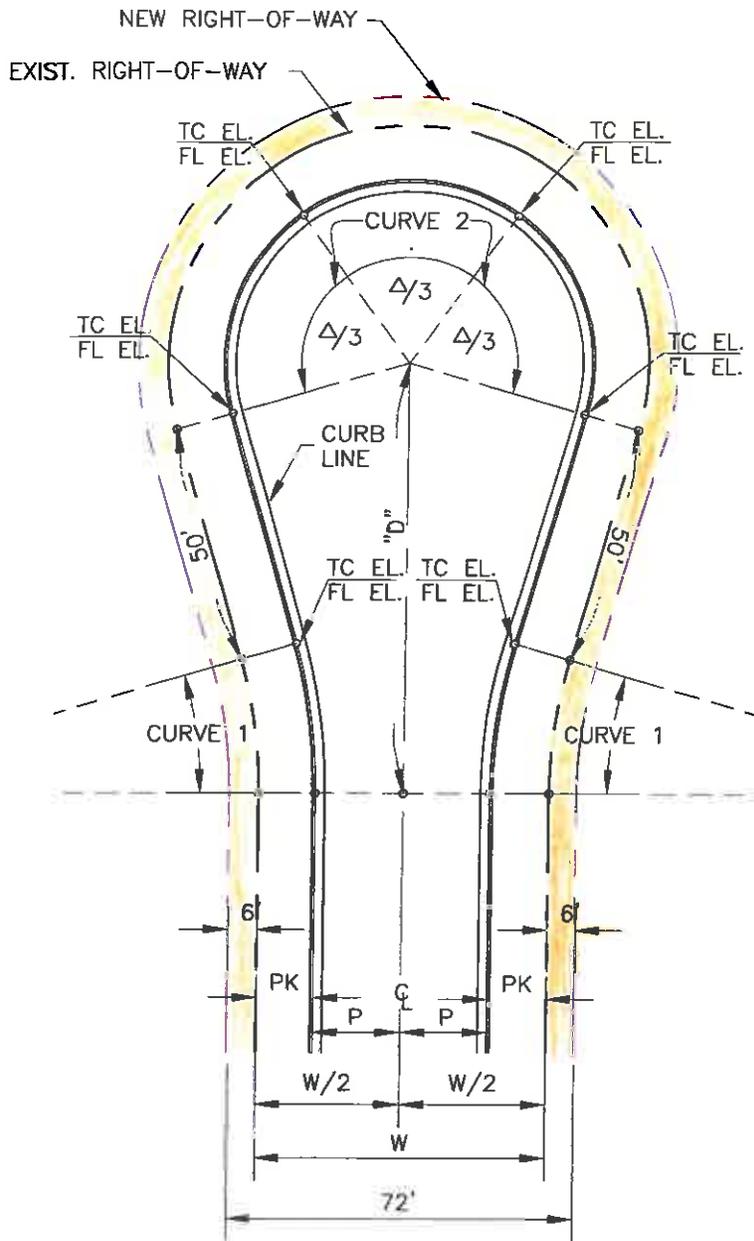
REVISION	NO:	BY:	DATE:	NO:	BY:	DATE:

Drawn By: LJA Date: 03/19/04 APPROVED: _____
CITY ENGINEER RCE

CUL-DE-SAC (SYMMETRICAL) ADD 3' (15' PKWY)

Std. Dwg. No.
140A
Sheet 1 of 1

CITY of NORCO STANDARD DRAWING



Alternate 3

						CURVE 1						CURVE 2						
						CURB			PROPERTY									
W	W/2	P	PK	D	△	R	L	T	R	L	T	△	R	L	T	R	L	T
60'	30'	18'	12'	90.00'	16°15'37"	112'	31.79'	16.00'	100'	28.38'	14.29'	212°31'13"	38'	140.95'	130.27'	50'	185.46'	171.43'

REVISION	NO:	BY:	DATE:	NO:	BY:	DATE:

Drawn By: LJA

Date: 03/19/04

APPROVED: _____
CITY ENGINEER RCE

CUL-DE-SAC (SYMMETRICAL) ADD 6' (18' PKWY)

Std. Dwg. No.
140A
Sheet 1 of 1

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Lori Askew, Public Works Director 

DATE: December 3, 2014

SUBJECT: Grading at Second Street and the Northbound Interstate 15 Off-Ramp.

RECOMMENDATION: Authorize staff to pursue necessary application with Caltrans

SUMMARY: Residents have brought up the safety issue of school children crossing the off-ramp from the northbound I-15 Freeway at Second Street. Staff has been requested by City Council to have the berm at this location graded out.

BACKGROUND/ANALYSIS: The Second Street Widening Improvement Project was completed on August 1, 2012. This project included the widening of Second Street from just east of the I-15 Freeway to Corona Avenue, in addition to pavement rehabilitation of Second Street from Corona Avenue to Hillside Avenue. The south side of Second Street between the I-15 Freeway and Corona Avenue included the construction of a pedestrian-equestrian trail which terminated at the Caltrans right of way on the east side of the off-ramp. Due to the widening of Second Street which included a pedestrian-equestrian trail along the south side of Second Street, grade changes resulted. The project scope provided for grading within City of Norco right-of-way but Caltrans right-of-way was excluded due to the length of time required to obtain a permit to do work within their right-of-way. This resulted in a berm of dirt remaining at the southeast corner of the intersection of the Second Street off-ramp from the northbound I-15 freeway which is also the west end of the trail.

Subsequent to the project completion, residents have made comments at City Council meetings for the removal of the dirt mound at the west end of the aforementioned trail, adjacent to the off-ramp. Staff has indicated this mound of dirt is in the Caltrans right-of-way and to remove it requires permission from Caltrans.

Staff made phone calls to Caltrans in order to determine the process for handling this issue. Plans have been prepared and forms filled out and submitted to Caltrans with return direction from Caltrans to fill out additional forms.

Staff has recently received a “check list” from a Caltrans District Permit Engineer on items required to obtain a permit from Caltrans for permission to remove the berm. The check list is summarized as follows:

1. Pedestrian sidewalks shall be constructed with concrete pavement, a continuous path under the freeway from east to west.
2. Curb-ramps shall be constructed or upgraded to ADA compliance.
3. All traffic signals need to be modified to accommodate pedestrian push button and indication.
4. Since the current equestrian trail does not continue under the freeway, proper signage should be posted prior (prefer the nearest local intersection) to the interchange’s northbound and southbound ramp intersections. Equestrian trail shall be terminated before the interchange and it shall be signed at the proper locations to warn off the equestrian traffic.
5. Grading within the Excess Control Right-of-Way requires encroachment exception from Caltrans HQ (ultimate approval authority for the Department) after concurrence from four District Deputy Directors. Therefore, increase the permit processing time.
6. Submission of Caltrans Standard Encroachment Permit Application TR-100 plus six sets of street improvement plans, traffic signal modification plans, and traffic control plans with the application package.

The condition at this intersection has been identified as posing a public safety concern. Staff is requesting City Council approval to pursue Caltrans approvals as necessary to mitigate the public safety concern. It is expected that the application process will take several months to complete.

FINANCIAL IMPACT: The costs associated with the required Caltrans improvements total approximately \$100,000 which will be funded from Measure “A” Fund.

Attachments: Exhibit “A” – Cost breakdown of proposed improvements

IMPROVEMENTS ON SOUTH SIDE OF SECOND STREET

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
Construct 4" thick sidewalk				
Valley View Ave. to s/b off-ramp	SF	1,840	\$5.00	\$9,200.00
s/b off-ramp to n/b on-ramp	SF	2,000	\$5.00	\$10,000.00
n/b on-ramp to Burger King dwy	SF	560	\$5.00	\$2,800.00
Construct ADA Curb Ramp	EA	4	\$500.00	\$2,000.00
Install Signage	EA	4	\$250.00	\$1,000.00
Traffic Signal Modifications (includes design)*	LS	1	\$75,000.00	\$75,000.00
TOTAL				<u>\$100,000.00</u>

**If Caltrans requires full upgrades to signals, budget \$250,000/intersection.*

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Steve King, Planning Director

DATE: December 3, 2014

SUBJECT: **Entertainment Permit 2012-01, Modification 1 (Crain/Jensen):** A request to modify approved Entertainment Permit 2012-01 to expand the list of activities allowed with the permit.

RECOMMENDATION: Adopt **Resolution No. 2014-68**, approving Entertainment Permit 2012-01.

SUMMARY: The owners of Water Wheel Saloon and Restaurant are requesting an expansion of an existing Entertainment Permit to encompass more activities within a greater range of allowable hours. A modification to an Entertainment Permit requires approval by the City Council.

BACKGROUND: This item was continued from the November 19, 2014 meeting. Entertainment Permit 2012-01 was approved by the City Council on April 18, 2012 which allowed the following entertainment:

- Dancing every day to music either from a live band, juke box or a DJ from 8:00 p.m. to 1:00 a.m.;
- Live bands or a DJ on the weekends from 8:00 p.m. to 1:00 a.m.;
- Dance lessons one night a week (Thursdays) from 7:00 p.m. to 8:00 p.m.; and
- Karaoke one night a week (Tuesdays) from 7:00 p.m. to 10:00 p.m.

The applicant also has a Type 47 Alcohol and Beverage Control (ABC) License for the sale of beer, wine and distilled spirits for consumption on premise in conjunction with a restaurant. The actual ABC definition of a Type 47 License is:

47	ON SALE GENERAL – EATING PLACE - (Restaurant) Authorizes the sale of beer, wine and distilled spirits for consumption on the licensed premises. Authorizes the sale of beer and wine for consumption off the licenses premises. Must operate and maintain the licensed premises as a bona fide eating place. Must maintain suitable kitchen facilities, and must make actual and substantial sales of meals for consumption on the premises. Minors are allowed on the premises.
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The consumption of alcoholic beverages, including distilled spirits, is a permitted use in the C-4 zone and does not require a conditional use permit as is the case in the C-G zone. ABC

issues and enforces the Type 47 License; the City does not. ABC sent an email to Lt. Briddick on November 18, 2014 stating “they are in good standing with their ABC license.”

Pursuant to Norco Municipal Code (NMC) Chapter 5.08, an establishment that serves food and beverages needs to obtain an entertainment permit in order to provide live entertainment in conjunction with the food and beverage service. An entertainment permit requires City Council approval and any amendment to an existing permit also requires City Council approval. An Entertainment Permit does not go with the property like a Conditional Use Permit does. Once a business changes owners a new Entertainment Permit is needed.

In their application, the applicants requested adding “midget wrestling, flair bartending and competitions, daisy dukes and bathing suits, trunk or treat, fund raisers for schools – car washes, outside barbeque competitions, car shows, red neck games, fashion shows, themed parties, comedy night, and “kids rock stars” to the list of events allowed under the Entertainment Permit. They have also asked to expand the allowed hours for events from “5 p.m. to 2 a.m. Monday through Friday, and from 11 a.m. to 2 a.m. Saturday and Sunday; with activities ranging from 7 p.m. to 1 a.m. or 7 a.m. to 5 p.m.”

ANALYSIS: The modification to the Entertainment Permit can be approved if the City Council can make the following findings:

A. That the conduct of the entertainment, as proposed by the applicant, if permitted, can operate within all applicable laws, including but not limited to building, zoning and health regulations; and

B. The applicant and any other person who will be directly engaged in the management and operation of the place of entertainment, other than one who participates in an act of entertainment:

- 1) has not been convicted in a court of competent jurisdiction, by final judgment of:
 - a) any offense involving the presentation, exhibition, or performance of an obscene production, motion picture, play or act; or
 - b) any offense involving lewd conduct; or
 - c) any offense involving use of force and violence upon the person of another; or
 - d) any offense involving misconduct with children.

- 2) has not allowed or permitted acts of sexual misconduct to be committed in prior business operations; and

C. That the normal operation of the proposed entertainment at the proposed location would not interfere with the peace and quiet of any surrounding residential neighborhood; and

D. That the applicant has not knowingly made any false, misleading or fraudulent statement of facts in the permit application, or any other document required by the city in conjunction therewith.

The Sheriff's Department performed a review of calls and activities at the proposed location and concluded that the business has not had an "out-of-the-ordinary" number of incidents. The proposed modification as conditioned would comply with all applicable laws, and requirements of the Norco Municipal Code. It is not anticipated that the proposed amendment will interfere with the peace and quiet of any surrounding residential neighborhood or shopping center, since most of the added entertainment activities will be held within the building which is not adjacent to a residential use.

The area in which the activities will occur outdoors will not disrupt or block parking spaces or drive aisles except the drive aisle and parking spaces immediately adjacent to the restaurant, which may be blocked per Exhibit "A" without having to obtain a Special Event Permit. To block any other parking spaces or drive aisles would require a separate Special Event Permit.

For the list of findings noted above, staff is not aware of any false or misleading information provided by the applicant in the application. However, with the requested additional entertainment and expanded hours, the City Council needs to consider potential impacts that may occur that are otherwise now controlled through Special Event Permits. If the modification to the Entertainment Permit is approved one concern is that, as it has been requested, the permit would allow a broad range of entertainment every day of the year without any limitation on how it could occur or how much of the parking lot could be used for events. Without limitations the number and size of events could be problematic to other businesses in the shopping center.

Another issue of concern is the monitoring of the collection of taxes and fees due to the City from for-profit events; and that proper tax statements have been filed with the IRS to obtain and maintain a non-profit status for those events where taxes are not collected. When events occur at a location that is outside of the business license category under which the business is listed, it is incumbent on the operators of the proposed event to either modify the existing business license (if it is the owner of the business proposing the event) or obtain a new business license.

The breadth of this request is fairly encompassing and is a new approach for the City to basically eliminate the need of this applicant to have to apply for Special Event Permits. If successful, it likely will be used by other similar businesses to get the same type of all-encompassing Entertainment Permit to avoid having to get Special Event Permits. This would create an untenable monitoring situation for the City.

The intent and purpose of a Special Event Permit is:

18.51.010 Purpose and Intent.

*“The purpose of this chapter is to provide for the conduct of **temporary uses of land, buildings, and other structures**, which have the potential to adversely affect the public health, safety and welfare; to create an awareness of, and to implement State and local regulations deemed necessary to protect the public health, safety and welfare during the conduct of such uses; and to establish orderly procedures by which the City and sponsors of such temporary events may facilitate the conduct of the use(s) in conformity with such requirements. The intent is to ensure that such special events will be compatible with surrounding land uses, to protect the rights of adjacent residences and land owners, and to minimize any adverse effects on surrounding properties and the environment.”*

It is not the intent of an Entertainment Permit to override or supersede Special Event Permits:

5.08.020 Entertainment.

*“Entertainment” means every form of live entertainment, music, solo band or orchestra, act, play, burlesque show, fashion show, review, pantomime, scene, song or dance, act or song, and dance act, or any other act of performance participated in by one or more persons for the purpose of holding the attention of, gaining the attention and interest of, diverting or amusing guests or patrons, and includes any of such forms of live entertainment when used in connection with or as a means to attract the patronage or hold the attention of such guests or patrons for the **purpose of advertisement, demonstration, display, or sale of goods, wares, merchandise, or services**.*

Because of the issues identified above, staff is proposing the following conditions be added to the original conditions of approval for Entertainment Permit 2012-01 with this request for Modification 1:

- Entertainment Permit 2012-01, Modification 1 supersedes and replaces Entertainment Permit 2012 and is good for a period of 12 months from the date of approval. Before the expiration date, a renewal application must be filed with the City including the payment of an application fee, a new list of events to be covered by the permit for the subsequent 12 months, and proof that all appropriate business licenses for the listed events have been obtained as needed.
- Within ten business days of this approval of Entertainment Permit 2012-01, Modification 1, the applicant shall provide a list of all entertainment activities to

be covered by the permit for the next 12 months, and all appropriate business licenses for the listed permitted events as needed. Failure to provide the list or to obtain any needed business license for a listed event will nullify the approval of that event in Entertainment Permit 2012-01, Modification 1.

- The renewal application for Entertainment Permit 2012-01, Modification 1 shall include the payment of an application fee, a list of events that will be covered by the permit for the 12 months in which the permit will be valid, and proof of the issuance of the appropriate business licenses for all of the events covered by the permit as needed.
- Entertainment Permit 2012-01, Modification 1 does not cover any non-profit events or non-profit fundraising events. All events that are non-profit, or on behalf of a non-profit organization must be approved through a separate Special Event Permit with the Planning Division.
- The only parking spaces that can be blocked for outdoor events approved with Entertainment Permit 2012-01, Modification 1 are the 17 stalls on either side of the first parking lot drive aisle immediately adjacent to the east side of the building (not including the two marked accessible stalls) and the six stalls immediately adjacent to Sixth Street between the building and the shopping center driveway (per Exhibit "A").
- The only drive aisle that can be blocked for outdoor events approved with Entertainment Permit 2012-01, Modification 1 is the first parking lot drive aisle parallel with Sixth Street from the shopping center driveway west to the building (per Exhibit "A"). No other parking lot drive aisles can be blocked, including the south end of the parking lot drive aisle east of the building that provides access to the two accessible stalls.
- All events not covered by Entertainment Permit 2012-01, Modification 1, and that are not a normal operation of the business, shall be required to obtain a separate Special Event Permit from the Planning Division.

FINANCIAL IMPACT: None.

Attachment: Resolution No. 2014-68
Exhibit "A" – Permitted Parking Lot Closures

RESOLUTION NO. 2014-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, GRANTING WITH CONDITIONS, ENTERTAINMENT PERMIT 2012-01 MODIFICATION 1, TO ALLOW LIVE ENTERTAINMENT AT THE WATER WHEEL BAR AND DELI LOCATED AT 980 SIXTH STREET LOCATED IN THE C-4 ZONE. ENTERTAINMENT PERMIT 2012-01, MODIFICATION 1

WHEREAS, JAMES S. CRAIN AND MONIQUE JANSEN submitted an application to the City of Norco, California to modify an approved entertainment permit under provisions of Chapter 5.08, Title 5 of the Norco Municipal Code on property generally described as:

Lot 1 in Block 34, of The Norco Farms Tract No.1 in the City of Norco, County of Riverside, State of California as per map recorded in Book 11, Page (s) 3, of Maps in the Office of the County Recorder of said County.

More generally described as a rectangular-shaped area of about 4.04 acres, located at the northwest corner of Sixth Street and Temescal Avenue, having a frontage on the south side of Sixth Street of about 630 feet and a frontage on the west side of Temescal Avenue of about 280 feet, having a maximum depth of about 280 feet, and being further described as 940, 960 and 980 Sixth Street (Assessor's Parcel Number 131-220-027); and

WHEREAS, notice of public hearing on said petition was given on the manner and for times required by law; and

WHEREAS, at the time set at 7 p.m. on November 19, 2014 within the Council Chambers at 2820 Clark Avenue, Norco, California, 92860, said petition was continued to December 3, 2014 without opening the public hearing; and

WHEREAS, at the time set at 7 p.m. on December 3, 2014 within the Council Chambers at 2820 Clark Avenue, Norco, California, 92860, said petition was heard by the City Council of the City of Norco; and

WHEREAS, at the said time and place, said City Council heard and considered both oral and written evidence pertaining to said petition; and

WHEREAS, the City of Norco, acting as the Lead Agency, has determined that the proposed project is categorically exempt from environmental assessment, pursuant to Class 1.

NOW, THEREFORE, the City Council of the City of Norco does hereby find as follows:

A. A background check of the project proponents did not reveal any indication that the conduct of entertainment will not be in compliance with all applicable laws, including but not limited to City building, zoning and health regulations.

B. A historical review of incident reports revealed that the business: 1) has not had a higher-than-normal number of response calls wherein it was found that the alleged act(s) did occur; and 2) there has not been a higher-than-normal number of incidents at the location of the business itself.

C. The applicant and any other person identified in the application who will be directly engaged in the management and operation of the place of entertainment, other than one who participates in an act of entertainment:

1) has not been convicted in a court of competent jurisdiction, by final judgement of:

a) an offense involving the presentation, exhibition, or performance of an obscene production, motion picture, play or act; or

b) an offense involving lewd conduct; or

c) an offense involving use of force and violence upon the person of another; or

d) an offense involving misconduct with children.

2) has not allowed or permitted acts of sexual misconduct to be committed in prior business operations.

D. Because of the commercial district the normal operation of the proposed entertainment at the proposed location should not interfere with the peace and quiet of any surrounding residential neighborhood as long as it is operated in compliance with the conditions of approval.

E. The applicant has not knowingly made any false, misleading or fraudulent statement of facts in the permit application, or any other document required by the City in conjunction therewith.

F. The City has determined that the project is categorically exempt from environmental assessment and the provisions of the California Environmental Quality Act (CEQA) and the City of Norco Environmental Guidelines pursuant to Section 3.13, Class 1.

NOW THEREFORE, the City Council of the City of Norco does hereby resolve as follows:

SECTION 1: That the foregoing recitals are true and correct and incorporated hereat as if set forth in full.

SECTION 2: Entertainment Permit 2012-01, Modification 1 is approved for the Water Wheel Bar and Deli located at 980 Sixth Street, subject, but not limited to, the following conditions:

1. City Council Resolution 2014-68 supersedes and replaces City Council Resolution No. 2012-32.
2. Entertainment Permit 2012-01, Modification 1 supersedes and replaces Entertainment Permit 2012-01.
3. Entertainment Permit 2012-01, Modification 1 is valid for a period of twelve (12) months from the date of approval, or November 19, 2015. At least thirty days prior to November 19, 2015 the applicant shall file a renewal application and fee for the entertainment permit. Failure to submit the renewal application shall mean that after November 19, 2015 Entertainment Permit 2012-01, Modification 1 is no longer valid or applicable.
4. Within ten business days of this approval of Entertainment Permit 2012-01, Modification 1, the applicants shall provide a list of all activities to be covered by the permit for the next 12 months, including all appropriate business licenses for the listed events as needed. Entertainment Permit 2012-01, Modification 1 does not cover any non-profit events or non-profit organization fundraising events. All events that are non-profit, or on behalf of a non-profit organization must be approved through a separate Special Event Permit with the Planning Division.
5. Approval is based on Exhibit "C" – Floor Plan dated February 21, 2012 approved with the original Entertainment Permit 2012-01 and incorporated herein by reference and on file with the Planning Division. Development shall occur as shown unless otherwise noted in these conditions.
6. Approval is based on Exhibit "A" – "Permitted Parking Lot Closures" dated November 19, 2014 and incorporated herein by reference and attached.
7. The recorded owner of the property shall submit to the Planning Division for record purposes, written evidence of agreement with all conditions of this approval before said permit shall become effective.

8. The City Council may suspend or revoke this permit, pursuant to Section 5.08.100 of the Norco Municipal Code, if it finds and determines that:

A) The entertainment as conducted by permittee, his agent or employee, or any person connected or associated with the permittee as partner, director, officer, general manager or other person, who is exercising managerial authority of, or in behalf of permittee or any entertainer, acting under the authority of such permit, does not comply with all applicable laws, including but not limited to the City's building, zoning and health regulations; or

B) Permittee, his agent or employee, or any person connected or associated with the permittee as partner, director, officer, general manager or other person, who is exercising managerial authority of, or in behalf of permittee, or any entertainer, acting under the authority of such permit, has:

- 1) knowingly made any false, misleading or fraudulent statement of fact in the permit application, or any other document required by the City in conjunction therewith; or
- 2) been convicted in a court of competent jurisdiction by final judgement of:
 - a) an offense involving the presentation, exhibition, or performance of any obscene production, motion picture, play or act; or
 - b) an offense involving lewd conduct; or
 - c) an offense involving use of force and violence upon the person of another; or
 - d) an offense involving misconduct with children.
- 3) allowed or permitted acts of sexual misconduct to be committed at the place of entertainment; or
- 4) violated or broke any conditions imposed by the City Council concerning the permit or the entertainment allowed hereunder; or
- 5) conducted the operation permitted hereunder in a manner contrary to the peace, health, safety, and general welfare of the public, or in a manner which either generates or contributes to noise and/or health/sanitation nuisances, or which results in undesirable activities creating an increased demand for public services.

9. Live entertainment shall be permitted during specified hours and shall be subject to review or revocation if difficulties or complaints are received and validated by the City.

Allowed entertainment shall consist of the following INDOOR ENTERTAINMENT ACTIVITIES, Monday – Friday 5 p.m. to 2 a.m., Saturday and Sunday 11 a.m. to 2 a.m. provided they do not exceed the building occupancy posted per City requirements:

- A) Dancing including line dancing, couple dancing, and dancing lessons to music either from a live band, juke box or a DJ;
- B) Live bands or DJ with or without dancing;
- C) Karaoke;
- D) Competitions and shows including midget wrestling, comedy night, flair bartending, daisy duke shows, bathing suit shows, fashion shows;
- E) Kids future rock stars;
- F) Themed parties

Allowed entertainment shall consist of the following OUTDOOR ENTERTAINMENT ACTIVITIES, Monday – Sunday 7 a.m. to 5 p.m., provided that event activities do not block any designated fire lanes, or drive aisles and parking spaces except as allowed by Condition Number 9 or under a separate Special Event Permit:

- G) Barbeque and food competitions;
- H) Trunk or treat;
- I) Red neck games;
- J) Car shows.

10. This Entertainment Permit does not authorize the blocking of any designated drive aisles or parking spaces except as follows and as shown on Exhibit "A": the drive aisle to Water Wheel west of, and after, the shopping center driveway on Sixth Street); the 17 "non-accessible" parking spaces along the first parking lot drive aisle immediately adjacent and east of the building; and the six parking spaces immediately adjacent to Sixth Street between Water Wheel building and the shopping center driveway (23 spaces total), unless otherwise approved under a

separate Special Event Permit. The first parking lot drive aisle east of the building shall not be blocked on the south side to maintain access to the two accessible parking stalls.

11. All events not covered by approved Entertainment Permit 2012-01, Modification 1, and that are not a normal operation of the business shall be required to obtain a separate Special Event Permit from the Planning Division.

12. Loitering outside of the premises shall be prohibited.

13. The applicant shall obtain and maintain a valid business license(s) by the Norco Business License Division, for the business, and for any events associated with this Entertainment Permit as needed.

14. This permit shall be valid only for the proposed business (Water Wheel Bar and Deli) and shall not be transferable to a new owner.

15. Upon a recommendation from the Sheriff's Department based on health and safety concerns, the permit shall be brought back to the City Council for reconsideration.

16. The owners shall cooperate with an assessment of the security systems and/or security staffing if it is determined by the Sheriff's Department 90 days after the issuance of a Certificate of Occupancy by the Building Division that an assessment is needed.

SECTION 3: EFFECTIVE DATE: This resolution shall become effective upon approval by the City Council of the City of Norco.

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Resolution No. 2014-68
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December 3, 2014

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on December 3, 2014.

Mayor of the City of Norco, California

ATTEST:

Cheryl L. Link, City Clerk
City of Norco, California

I, CHERYL L. LINK, City Clerk of the City of Norco, do hereby certify that the foregoing Resolution was adopted by the City Council of the City of Norco, California, at a regular meeting thereof held on December 3, 2014 by the following vote of the City Council:

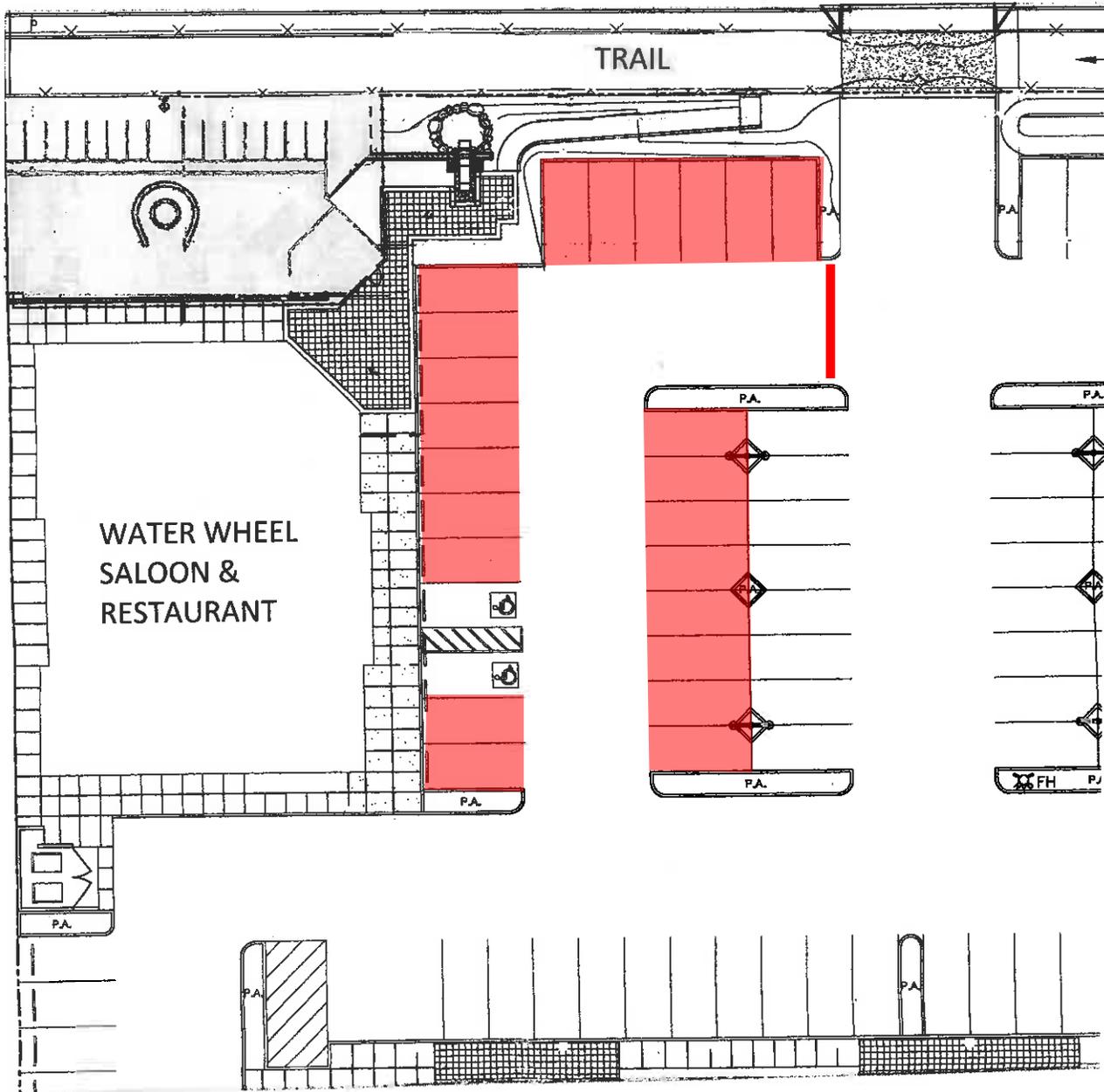
AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California on December 3, 2014.

Cheryl L. Link, City Clerk
City of Norco, California

ENTERTAINMENT PERMIT 2012-01, MODIFICATION 1 PERMITTED PARKING LOT CLOSURES

SIXTH STREET



SHOPS

 Parking spaces that can be used for event activities per Entertainment Permit 2012-01 Modification 1, without the need for a separate Special Event Permit.

 One aisle closure that can occur with Entertainment Permit, Modification 1 without the need for a separate Special Event Permit.

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Steve King, Planning Director

DATE: December 3, 2014

SUBJECT: **Ordinance No. 983, First Reading.** Code Amendment 2014-10 (City of Norco): A City-Initiated Request to Establish the Maximum Amount of Concrete or Other Impervious Surface Material that can be Installed Before Having to Obtain a Building Permit.

RECOMMENDATION: Adopt **Ordinance No. 983 for first reading**, approving Code Change 2014-10.

SUMMARY: The proposed Code Change will require that any proposed flatwork whether it be concrete or other impervious surface material over 120 square feet not be allowed until after a building permit has been issued.

BACKGROUND: The City Council directed the Planning Commission to make a recommendation for the establishment of a maximum amount of concrete, or other impervious surface material (flatwork), that can be installed without a building permit. At its meeting on November 12, 2014, the Planning Commission adopted Resolution 2014-57 recommending that the threshold after which a building permit would be needed for concrete (or other impervious surface material) be 120 square feet. The recommended threshold is the same for structures. Buildings less than 120 square feet do not need a building permit. Currently the City does not require a building permit for any amount of flatwork; however, that has not always been the case.

ANALYSIS: Chapter 15.02 of the Norco Municipal Code is the Official Building Code for the City of Norco. In Section 105 (Permits) of the Building Code it states:

*Section 105 Permits
105.1 Required*

Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure.....shall first make application to the building official and obtain the required permit.

This is the section of the Code whereby a building permit can be required for any flatwork since it can be considered a structure. However, there is no reference to flatwork, concrete, or other impervious surface material in the Code, other than sidewalks and driveways, so there is a lot of room for interpretation. For the last several years a permit has not been required for flatwork regardless of the amount of area being covered.

Prior to that however, permits for flatwork were required in certain instances depending on the potential impact to adjoining properties, especially residential properties. For properties that were developed singly on a lot-by-lot basis where an overall engineering plan had not been developed, it was generally the case that a building permit would be required for any flatwork to prevent impact to adjoining properties. For residential lots that were part of an engineered tract and which were certified such that drainage would not impact neighboring properties, it was generally not required to have to obtain a building permit unless the amount of proposed concrete was deemed significant. There was not a threshold to determine "significant" so it was a case-by-case assessment.

With new water quality management requirements (storm water pollution prevention permits) that the City and all property owners must adhere to regarding run-off, it is incumbent that the City establish a minimum threshold after which a building permit is required for any flatwork in the City. Staff's recommendation to the Planning Commission was to set the same threshold as it is for a building (larger than 120 square feet), and the Planning Commission agreed. The proposed text changes are shown below in red.

Section 105 Permits

105.1 Required

Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure.....shall first make application to the building official and obtain the required permit.

105.2 Work exempt from permit

Exemptions from permit requirements shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

- 1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area is not greater than 120 square feet (11m²).*
- 6. Sidewalks and driveways in the front yard setback, not more than 30 inches (762 mm) above grade, and not over any basement or story below and are not part of an accessible route.*
- 14. Flatwork consisting of concrete, asphalt paving, or other impervious surface material (other than sidewalks and driveways as determined by Number 6 of exemptions) where the area of the proposed surface material is not greater than 120 square feet (11m²).*

Ordinance No. 983, Code Change 2014-10

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In the Planning Commission discussion, an issue that was brought up was if there should be a limit to how much concrete can be within an animal-keeping area for it to still be designated an “animal-keeping” area for approvals of accessory structures. Since that is a lot coverage issue as opposed to the direction from City Council to start requiring building permits for concrete, this Code Change does not address that issue. The Planning Commission has directed staff to bring back the lot coverage parameters for determining approval for accessory buildings and it is anticipated that the discussions for that will begin early in 2015.

Attachment: Ordinance No. 983

ORDINANCE NO. 983

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORCO APPROVING CODE CHANGE 2014-10 ESTABLISHING THE MAXIMUM AMOUNT OF CONCRETE OR OTHER IMPERVIOUS SURFACE THAT CAN BE INSTALLED BEFORE HAVING TO OBTAIN A BUILDING PERMIT WITH OTHER CROSS-REFERENCES IN THE NORCO MUNICIPAL CODE AS NEEDED. CODE CHANGE 2014-10.

WHEREAS, the CITY OF NORCO initiated Code Change 2014-10 to amend the Norco Municipal Code Title 15, establishing the maximum amount of flatwork (concrete, asphalt, or other impervious surface material) that can be installed without the issuance of a building permit; and

WHEREAS, the Code Change was duly submitted to said City's City Council for decision at a public meeting for which proper notice was given; and

WHEREAS, the Code Change was scheduled on December 3, 2014 on or about 7 p.m. in the Council Chambers at 2820 Clark Avenue, Norco, California 92860; and

WHEREAS, at the time set, the City Council received both oral and written testimony pertaining to the Code Change; and

WHEREAS, the City of Norco acting as the Lead Agency has determined that the project is exempt from the California Environmental Quality Act (CEQA) and the City of Norco Environmental Guidelines as a ministerial project.

NOW, THEREFORE, the City Council of the City of Norco does hereby find as follows:

- A. The proposed Code Change proposes to amend the Building Code by establishing the maximum amount of concrete, asphalt, or other impervious surface material that does not require a building permit such that for any coverage that exceeds 120 square feet of said material requires first the issuance of a building permit.
- B. The project has been determined to exempt from the California Environmental Quality Act and the City of Norco Environmental as a ministerial project.

NOW, THEREFORE, the City Council of the City of Norco does hereby approve as follows:

SECTION 1:

Section 105 Permits.

105.1 Required

105.2 Work exempt from permit

Exemptions from permit requirements shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area is not greater than 120 square feet (11m²).
6. Sidewalks and driveways in the front yard setback, not more than 30 inches (762 mm) above grade, and not over any basement or story below and are not part of an accessible route.
14. Flatwork consisting of concrete, asphalt paving, or other impervious surface material (other than sidewalks and driveways as determined by Number 6 of exemptions) where the area of the proposed surface material is not greater than 120 square feet (11m²).

SECTION 2: EFFECTIVE DATE: This Ordinance shall become effective 30 days after final passage thereof.

SECTION 3: SEVERABILITY: If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, and phrase, hereof, irrespective of the fact that any one or more of the sections, subsections, sentences, clauses, or phrases hereof be declared invalid or unconstitutional.

SECTION 4: POSTING: The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall cause the same within 15 days of its passage to be posted at no less than five public places within the City of Norco.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on December 17, 2014.

Mayor of the City of Norco, California

ATTEST:

Cheryl L. Link, City Clerk
City of Norco, California

I, CHERYL L. LINK, City Clerk of the City of Norco, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Norco, California, duly held on December 3, 2014 and thereafter at a regular meeting of said City Council duly held on December 17, 2014, it was duly passed and adopted by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California, on December 17, 2014.

Cheryl L. Link, City Clerk
City of Norco, California