



**CITY OF NORCO
CITY COUNCIL REGULAR MEETING AGENDA**

**Wednesday, March 4, 2015
City Council Chambers, 2820 Clark Avenue, Norco, CA 92860**

CALL TO ORDER: 5:30 p.m.

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

CLOSED SESSION:

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

RECONVENE PUBLIC SESSION: 7:00 p.m.

PLEDGE OF ALLEGIANCE: Council Member Berwin Hanna

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

INVOCATION: Pastor Louie Monteith, Calvary Chapel Norco

RECOGNITIONS: Norco College – 2015 Bellwether Award for
Summer Advantage Program

PRESENTATIONS: Horsetown USA Hall of Fame

CITY COUNCIL BUSINESS ITEMS AS FOLLOWS:

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

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 February 18, 2015. **Recommended Action: Approve the City Council regular meeting minutes.** (City Clerk)
 - B. Procedural Step to Approve Ordinance after Reading of Title Only. **Recommended Action: Approval** (City Clerk)
 - C. Annual Resolution Making Findings and Continuing Existing Rates for Maintaining Flood Control Channels within County Service Area CSA-152. **Recommended Action: Adopt Resolution No. 2015-06, making findings and continuing existing rates for maintaining flood control channels within County Service Area CSA-152.** (City Manager)
 - D. 2015 Vacant Parcel Spring Weed Abatement Program. **Recommended Action: Adopt Resolution No. 2015-07, declaring that weeds and hazardous vegetation, on or in front of vacant property in the City of Norco, constitute a public nuisance, declaring the City's intent to provide for abatement and setting a public hearing.** (Division Fire Chief)
 - E. Dedication of Field 6 at Wayne Makin Sports Complex in Honor of Rex and Pat Cooter. **Recommended Action: Approve the Field 6 dedication at Wayne Makin Sports Complex in honor of Rex and Pat Cooter.** (Deputy City Manager/Director of Parks, Recreation and Community Services)
 - F. Authorization to Enter Into a Five-Year Lease with Konica/Minolta for Nine Digital Multi-Function Devices. **Recommended Action: Authorize staff to enter into a five-year lease agreement with Konica/Minolta for five model Bizhub C224e, two model Bizhub C454e, and two model Bizhub C654e digital multi-function devices.** (Information Technology Consultant)
3. ITEM(S) PULLED FROM CITY COUNCIL CONSENT CALENDAR
4. 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.*

5. DISCUSSION/ACTION ITEMS:

- A. Approval of Sixth Street Electronic Gateway Sign Design and Contract.
(Economic Development Consultant)

Pursuant to direction from City Council, the Economic Development Advisory Council (EDAC) has been pursuing the construction of an electronic gateway sign spanning Sixth Street to publicize community events and enhance Horsetown USA as a visitor's destination. This item was continued from the February 18, 2015 City Council meeting. At this time, staff is requesting that the City Council continue this item to a date uncertain to provide staff additional time to finalize the terms of the contract.

Recommended Action: Continue this item to a date uncertain.

6. CITY COUNCIL / CITY MANAGER / STAFF COMMUNICATIONS:

ADJOURNMENT

In compliance with the Americans with Disabilities Act, any person with a disability who requires a modification or accommodation in order to participate in this meeting, please contact the City Clerk's office, (951) 270-5623, at least 48 hours prior to the meeting to make reasonable arrangements to ensure accessibility.

Staff reports are on file in the City Clerk's Office. 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 during normal business hours.



**MINUTES
CITY OF NORCO**

**CITY COUNCIL
REGULAR MEETING**

February 18, 2015

**City Council Chambers
2820 Clark Avenue, Norco, CA 92860**

CALL TO ORDER:	7:04 p.m.
ROLL CALL:	Herb Higgins, Mayor, Present Kevin Bash, Mayor Pro Tem, Present Kathy Azevedo, Council Member, Present Berwin Hanna, Council Member, Present Greg Newton, Council Member, Present
PLEDGE OF ALLEGIANCE:	Council Member Kathy Azevedo
INVOCATION:	Pastor Rene Parish, Beacon Hill Assembly of God
RECOGNITIONS:	Rick and Sharon Wagner, Norco Animal Rescue Team (NART) Volunteers

Council Member Hanna presented certificates of appreciation to Mr. and Mrs. Wagner for their support and service on the Norco Animal Rescue Team.

California Rehabilitation Center's Participation in the Wheelchair Basketball Exhibition October 2014

Mayor Pro Tem Bash presented certificates of appreciation to Warden Tampkins, California Rehabilitation Center, and Kenneth Steward, California Correctional Peace Officer's Association.

CITY COUNCIL BUSINESS ITEMS AS FOLLOWS:

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

Mayor Pro Tem Bash:

- Attended the annual legislative update meeting with Congressman Calvert and City staff.

Council Member Hanna:

- Attended Riverside County Transportation Commission meeting.
- Commented on an upcoming Vector Control meeting in which a remote control mosquito will be a discussion item.

Council Member Newton:

- No report given.

Council Member Azevedo:

- Commented on the many contributions made by the California Rehabilitation Center (CRC), including donations to Sierra Vista Elementary, Norco High School, and Roosevelt High School. CRC has also been instrumental with the U.N.L.O.A.D. meetings.
- Attended the Western Riverside Council of Governments meeting. At the meeting, it was announced that former Texas Governor Rick Perry will be the keynote speaker for the WRCOG meeting on June 11, 2015.

Mayor Higgins:

- Attended the League of California Cities Riverside County Division Mayor's Meeting on February 6. The meeting included discussions on police services and the advantages and disadvantages of City services versus County services.
- Commented on the League of California Cities Employees Relations Committee. The Committee met in Sacramento last month. Topics included state budget and issues briefing, state legislative update, and discussion of committee policies.

2. CITY COUNCIL CONSENT ITEMS:

Council Member Newton requested to pull Item 2.C.

Item 2.D. was pulled to allow for public comment.

M/S BASH/NEWTON to approve the remaining 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 February 4, 2015. **Approved the regular meeting 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 February 11, 2015. (Planning Director) **Pulled for discussion.**
- D. Reject All Bids for LMD #4 Equestrian Trail Fence Replacement Years 1 & 2. (Parks, Recreation and Community Services Director) **Pulled for discussion.**
- E. Fiscal Year 2015 Second Quarter Budget Performance Report. **Received and filed.** (City Manager)

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

2.C. Recap of Actions Taken by the Planning Commission at its Meeting Held on February 11, 2015. (Planning Director)

Council Member Newton pulled this item to appeal Item 4.A., Conditional Use Permit 2014-024 (Yandoc), from the Planning Commission Agenda of February 11, 2015. Council Member Newton appealed this item due to concerns such as how a contractor storage building enhances the Horsetown USA lifestyle and development of Sixth Street. He also commented on unfinished buildings on Sixth Street. Council Member Newton would like to discuss the possibility of requiring a performance completion bond as well as discuss the possibility of a moratorium on storage yards on Sixth Street.

M/S BASH/HANNA to receive and file the remaining items on the Recap of Actions Taken by the Planning Commission at its Meeting Held on February 11, 2015. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, HIGGINS, NEWTON

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

F. Reject All Bids for LMD #4 Equestrian Trail Fence Replacement Years 1 & 2
Action: Rejected all bids for the LMD #4 Equestrian Trail Fence Replacement Years 1 & 2. (Parks, Recreation and Community Services Director)

Ted Hoffman requested a meeting allowing residents in LMD 4 the opportunity to provide input on this project before it goes out for re-bid.

Director Brian Petree indicated that this project has been combined with another fencing project from Public Works. The combination of the projects will allow the City to get better pricing. Director Petree noted that a public meeting for LMD 4 residents will delay the bid process up to two months. Mayor Higgins commented to proceed with the combined bid process but inform the public of the fencing material being installed. Council Member Azevedo suggested putting the information on the website as well.

M/S AZEVEDO/BASH to reject all bids for the LMD #4 Equestrian Trail Fence Replacement Years 1 & 2. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, HIGGINS, NEWTON

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

4. PUBLIC COMMENTS:

Richard Hallam commented on the building on Fourth Street and Sierra Avenue. Mr. Hallam suggested the use of a performance completion bond and asked the Council to consider a moratorium on contractor yards on Sixth Street.

Kathy Walker commented that Sons of Liberty Aleworks is the featured brewery for Horsetown Brew 'n Que event in May. Ms. Walker indicated that a commercial shot at Sons of Liberty Aleworks has been featured on the Food Channel. The commercial is available for viewing at www.brewnquefestival.com.

Ted Hoffman thanked staff for the City Hall Weekly Highlights newsletter distributed via the e-mail subscription.

Glen Hedges commented on the Norco Horsemen's Association Tumbleweed Party on February 21, 2015 at 7:30 a.m. at the end of Third Street to clean up the tumbleweeds from the backyard trails.

5. DISCUSSION/ACTION ITEMS:

A. Reinstatement of Affordable Housing Programs. (Economic Development Consultant)

Economic Development Consultant Roger Grody reported that for many years, the City of Norco—through the now-defunct Norco Redevelopment Agency—administered housing programs addressing the needs of lower income homeowners, particularly seniors on fixed incomes. California Redevelopment Law mandated that 20 percent of Agency revenues be expended on affordable housing projects or programs, so funding for such purposes was plentiful. The dissolution of the Agency in February 2012 brought those programs to a sudden halt. But with the City recently becoming the Housing Successor to the Norco Redevelopment Agency, funding for these programs has been renewed. Mr. Grody presented a summary of the programs, which include an emergency repair grant, home improvement grant, deferred payment loan, lead and asbestos remediation grant, first-time homebuyer program, and utility bill assistance program.

Council Member Berwin asked if these programs are the same as the previous programs in which the City furnished a list of contractors that would do the repair work under these programs. In response, Mr. Grody stated that these are the same programs.

In response to Mayor Higgins, Mr. Grody stated that information about these programs will be on the City's website. Mr. Grody added that information will be distributed via flyers in the water billing, and staff will conduct informational meetings at the Senior Center. Mayor Higgins commented on the high demand for these programs and asked about staffing levels to assist residents. Mr. Grody indicated that Housing Specialist Michael Neal of PMC is at City Hall on Wednesdays and as needed, and available by phone all other times. Mr. Grody added that he is available as well to assist the public.

M/S BASH/HANNA to approve the reinstatement of affordable housing programs, including Emergency Grants, Zero-Percent Interest Deferred Payment Loans, First-Time Homebuyer Loans, and Utility Bill Assistance. 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 Sixth Street Electronic Gateway Sign Design. (Economic Development Consultant)

City Manager Okoro requested that this item be continued to the next regular meeting.

M/S BASH/NEWTON to continue this item to the March 4, 2015 meeting. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, HIGGINS, NEWTON

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

- C. Approval of Mid-Year Amendments to the Fiscal Year 2014-2015 Annual Operating Budget. (City Manager)

City Manager Okoro reported that the recommended mid-year budget revisions increase estimated General Fund revenues by a net amount of \$293,395 due to projected increases in various revenues categories. General Fund adopted expenditures are recommended to be reduced by \$108,850 due to reductions associated with the Wee-People Program and general liability insurance premium. The staff report provides detailed recommended mid-year budget adjustments by major revenue and expenditure categories. The staff report also provides a recapitulation of estimated fund balance in the General Fund including the effects of these recommended budget adjustments. The mid-year budget amendment also includes recommended revenue and expenditure adjustments to Gas Tax, Water and Sewer Funds. The proposed mid-year adjustments also include recommended changes to some job titles.

Council Member Newton referenced the proposed water fund expenditures and asked what the City's backflow program is. In response, Director Askew indicated that every commercial business is required to have a backflow preventor to protect the City's infrastructure. The preventors are tested on an annual basis and the tests are submitted to the State.

Council Member Newton referenced Attachment A Gas Tax Expenditures which notes a \$50,000 additional budget request for costs related to Corona Avenue encroachments removal and reconstruction. City Manager Okoro stated that the removal and reconstruction has been paid for but the budget adjustment has not been made. Director Askew added that the costs were approximately \$9,000 for removal and approximately \$30,000 for installation of the wax-coated aggregate trail material. Council Member Newton requested to see the invoicing.

M/S BASH/HANNA to adopt Resolution No. 2015-04, approving various mid-year amendments to the Fiscal Year 2014-2015 annual Operating Budget and authorizing changes in appropriations and revenues thereto. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, HIGGINS, NEWTON

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

6. PUBLIC HEARING:

- A. Amendments to the Five Year Capital Improvement Program (FY 2015-2019).
(City Manager)

City Manager Okoro indicated that the City Council is requested to approve amendments to the five-year Capital Improvement Program (CIP) to add projects that were not included at the time the CIP was approved on June 4, 2014. The requested amendment includes funding for the Hamner Avenue Bridge Project and the Norco Hills Lift Station improvement project.

Council Member Hanna commented on the possibility of the City of Eastvale not wanting to pay their fair share of the Hamner Avenue Bridge project. In response, City Manager Okoro indicated that he met with Eastvale officials approximately a month ago and they committed to pay this fiscal year's requirement, as well as the next four fiscal years. Then, at which time they will review their budget for future commitments. Council Member Hanna commented on the completion date for the project being in the year 2024. There was some discussion regarding the environmental studies for the project. Director Askew stated that the City is currently working with the County on an agreement regarding funding commitments.

In response to Council Member Hanna's questions about the length of time to complete the bridge, Director Askew indicated that the County has not reached a sufficiency rating yet of less than 60 in order for it to be considered a total replacement. The County has federal funding for rehabilitation of the bridge, which would just repair the existing bridge. The County's goal is for a total replacement, which would raise and extend the length of the bridge.

Council Member Azevedo suggested that the City send a letter to Patty Romo, Deputy Director of Transportation at Riverside County Transportation Commission stressing the urgency of a complete reconstruction of the bridge as a matter of public safety and due to increased traffic with the near future completion of Silverlakes. Council Member Azevedo also commented that WRCOG's TUMF program for the northwest zone, which includes Norco and Eastvale, is a priority, although it is a small component of funding for the project.

Mayor Higgins opened the public hearing indicating that proper notification had been made and asked for the appearance of those wishing to speak. With no one wishing to speak, Mayor Higgins closed the public hearing bringing the discussion back to Council Members.

Council Member Newton referenced the sewer lift station and asked if the Norco Hills Landscape Maintenance District is responsible for a portion of the costs. In response, Director Askew stated that the LMD is not responsible. There was some discussion about the age of the pump, which is about ten years, and that there is no backup pump. Council Member Newton expressed his concerns about backups and inquired about the need for more funding. Director Askew noted that backup pumps fail when not in use, but that she will follow up on the issue.

M/S HANNA/BASH to Adopt Resolution No. 2015-05, amending the Capital Improvement Program for the Fiscal Years 2015-2019. 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 / CITY MANAGER / STAFF COMMUNICATIONS:

Council Member Hanna commented on a meeting next week for the Day of the Cowboy. This first meeting will be with the Australian Lighthorse group, who will be spending a week here providing demonstrations to the committee.

Mayor Pro Tem Bash commented on the 2nd Annual Film Festival on February 28, 2015 and noted that special guests will be Mary Eisen Cramer, daughter of Hilda Eisen, who was a Jewish Freedom Fighter, and Mal Middlesworth, a Pearl Harbor survivor.

Council Member Azevedo welcomed Waste Management Representative Carolyn Anderson who was in attendance in the audience. Council Member Azevedo congratulated the City for being nominated for a Business Retention and Expansion Award by Inland Empire Economic Partnership. The winner will be announced at the 2nd Annual Turning Red Tape into Red Carpet Event on February 26. Ms. Azevedo also commented on the American Cancer Society ride on March 8, 2015. The proceeds of the ride will benefit breast cancer research.

City Manager Okoro commented on the meeting today between staff and Congressman Ken Calvert. The meeting included discussion of the Hamner Avenue Bridge project, which the Congressman stated he is committed to working with the City to obtain funding. Other topics discussed were grants for water projects, Silverlakes, and preservation of historical resources on the Navy base.

Mayor Higgins congratulated Brian Petree for his appointment as Deputy City Manager.

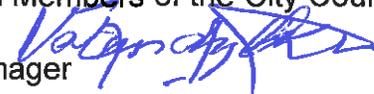
ADJOURNMENT

Mayor Higgins adjourned the meeting at 8:45 p.m.

Cheryl L. Link, CMC, City Clerk

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Olivia Hoyt, Accounting Manager 

DATE: March 4, 2015

SUBJECT: Annual Resolution Making Findings and Continuing Existing Rates for Maintaining Flood Control Channels within County Service Area CSA-152

RECOMMENDATION: Adopt **Resolution 2015-06**, making findings and continuing existing rates for maintaining flood control channels within County Service Area CSA-152.

BACKGROUND/ANALYSIS: Riverside County requires an annual resolution authorizing the County to levy a County Service Area (CSA) parcel charge. The proceeds of the charge are used to maintain and operate the City's storm drains and flood control channels into the Santa Ana River. This service area assessment is exempt from the requirements of Prop. 218. Below is an excerpt from Prop. 218:

Section 5, Paragraph (a) of Proposition 218 reads as follows:

“Section 5. Effective Date. Pursuant to subdivision (a) of Section 10 of Article II, the provisions of this article shall become effective the day after the election unless otherwise provided. Beginning July 1, 2001, all existing, new, or increased assessments shall comply with this article. Notwithstanding the foregoing, the following assessments existing on the effective date of this article shall be exempt from the procedures and approval process set forth in Section 4:

(a) Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control. Subsequent increases in such assessments shall be subject to the procedures and approval process set forth in Section 4...”

The City Attorney supports a “declaration of exemption” for Norco in this case because the assessment was established before November 6, 1996 and is used exclusively for flood control purposes, an exempt category under Section 5 (a).

FINANCIAL IMPACT: The City will receive an estimated \$60,000 from these parcel charges that will be used exclusively for drainage improvements and NPDES permit compliance. The annual charge per parcel is \$5.78.

Attachment: Resolution No. 2015-06

Agenda Item 2.C.

RESOLUTION NO. 2015-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO MAKING FINDINGS AND CONTINUING EXISTING RATES FOR MAINTAINING FLOOD CONTROL CHANNELS WITHIN COUNTY SERVICE AREA CSA-152

WHEREAS, the City of Norco is a co-permittee of Permit No. CSA-618033 with the County of Riverside and the incorporated cities therein; and

WHEREAS, the City must have a valid NPDES Permit in order to discharge runoff from properties within the boundaries of the City through its storm drain and flood control channels directly into the Santa Ana River or through Riverside County's channels into the Santa Ana River; and

WHEREAS, the City uses revenues from the CSA-152-Norco assessments solely for the purpose of maintaining and operating the City's storm drain and flood control system, including complying with the Permit.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Norco as follows:

SECTION 1: Based upon the facts set forth herein, the City Council finds that CSA-152-Norco charges are assessments that confer benefits upon each parcel of property subject to the assessments. Pursuant to Section 5(a) of Article XIID of the California Constitution, the CSA-152-Norco assessments are exempt from the procedures and approval process of Section 4 of Article XIID of the California Constitution because CSA-152-Norco assessments existed before November 6, 1996, and the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for the flood control and drainage system in the City.

SECTION 2: The City Council entered into an agreement with the County of Riverside on April 6, 1994 to participate in the County Service Area 152 to facilitate collection of funds in implementing the federally mandated NPDES program. A yearly rate of \$5.78 per benefit assessment unit was added to residents' property tax bill following a public hearing on May 18, 1994.

SECTION 3: The City Council elects to continue existing rates.

Resolution 2015-06

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March 4, 2015

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held March 4, 2015.

Herb Higgins, Mayor
City of Norco, California

ATTEST:

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

I, Cheryl L. Link, City Clerk of the City of Norco, California, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of Norco, California, at a regular meeting thereof held on March 4, 2015 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

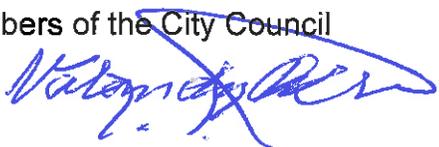
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Norco, California on March 4, 2015.

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

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Silvio Lanzas, Division Chief

DATE: March 4, 2015

SUBJECT: 2015 Vacant Parcel Spring Weed Abatement Program

RECOMMENDATION: Adopt **Resolution No. 2015-07**, declaring that weeds and hazardous vegetation, on or in front of vacant property in the City of Norco, constitute a public nuisance, declaring the City's intent to provide for abatement, and setting a public hearing.

SUMMARY: The proposed resolution declares that weeds and hazardous vegetation on vacant property are a public nuisance and must be abated and directs the Fire Chief to send property owners Notices to Abate. If adopted, Council will schedule a Public Hearing to consider the proposed abatements, and any objections property owners have to the abatement order.

BACKGROUND/ANALYSIS: The Fire Department's vacant parcel Weed Abatement Program commences each spring to ensure that property owners of vacant parcels abate weeds and hazardous vegetation that constitute a fire or safety hazard.

Notices to Abate Spring Weeds on vacant parcels will be mailed to property owners on March 5, 2015, and they will have until April 12, 2015 to comply. On April 13, 2015, inspections for abatement compliance will begin. Reminder notices to abate fall tumbleweeds on vacant parcels will be mailed to property owners in August of 2015.

A public hearing will be conducted on May 6, 2015 for Council to consider the proposed abatements, hear the objections of property owners and order commencement of the abatement. The City's weed abatement contractor can then begin abating weeds on vacant parcels that are not in compliance with the abatement notice.

FINANCIAL IMPACT: The costs of abatement are paid by the property owner directly or by property lien.

Attachments: Resolution No. 2015-07
2015 Vacant Parcel List

RESOLUTION NO. 2015-07

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, DECLARING THAT WEEDS AND HAZARDOUS VEGETATION, ON OR IN FRONT OF VACANT PROPERTY IN THE CITY OF NORCO, CONSTITUTE A PUBLIC NUISANCE, DECLARING THE CITY'S INTENT TO PROVIDE FOR ABATEMENT, AND SETTING A PUBLIC HEARING

WHEREAS, weeds and hazardous vegetation, on or in front of vacant parcels of land, constitute a public nuisance as provided by Chapter 13, Article 2, Section 39561 of the State of California Government Code; and

WHEREAS, weeds on these parcels of land are seasonal and recurrent nuisances within the meaning of Chapter 13, Article 2, Section 39562.1 of the State of California Government Code; and

WHEREAS, it is the intent of City Council to have the nuisances abated in accordance with Chapter 13, Articles 1 and 2, Sections 39501 through 39588, inclusive of the State of California Government Code, if the nuisances are not abated by the property owners of these parcels of land; and

WHEREAS, the Fire Chief is hereby designated as the Public Officer to perform the duties imposed by Chapter 13, Article 2, Section 39560 of the State of California Government Code; and

WHEREAS, the Fire Chief is directed to have abatement notices mailed to the property owners of these parcels of land as provided in Chapter 13, Article 2, Section 39567.1 of the State of California Government Code; and

WHEREAS, the Public Hearing is set for 7:00 p.m. on Wednesday, May 6, 2015 in the Council Chambers, located at 2820 Clark Avenue, Norco, California, to consider the objections of property owners to the proposed abatement of the nuisances; and

WHEREAS, no other Public Hearing needs to be held for the second or any subsequent occurrence of the nuisance, including tumbleweeds, on the same parcel or parcels within the same calendar year as provided in Chapter 13, Article 2, Section 39562.1.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Norco, California, does hereby declare that weeds and hazardous vegetation, on or in front of vacant property in the City of Norco, constitute a public nuisance and does hereby declare the City's intent to provide for abatement and set a public hearing.

Resolution No. 2015-07
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March 4, 2015

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held March 4, 2015.

Herb Higgins, Mayor
City of Norco, California

ATTEST:

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

I, Cheryl L. Link, City Clerk of the City of Norco, California, do hereby certify that the foregoing Resolution was adopted by the City Council of the City of Norco, California, at a regular meeting held on March 4, 2015 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 March 4, 2015.

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

NORCO/RIVERSIDE COUNTY FIRE DEPARTMENT VACANT PARCEL LIST -- 2015

PARCEL NO.	LOCATION/ADDRESS	ACREAGE	OWNER OF RECORD
119020023-0	River Rd. & Second St.	5.17	RBE NORCO JFH 1 21800 BURBANK BLVD #330 WOODLAND HILLS CA 91367
119070033-4	btwn 650 & 682 Parkridge Av.	1.66	REBECCA WAY PROP C/O GRIMWAY MANGEMENT CO. 606 E. CHAPMAN AVE NO. 200 ORANGE, CA, 92866
121074014-6	betw 5373 & 5333 Roundup Rd.	0.50	AMIR & FADIA IBRAHIM 3070 SHADOW CANYON CR NORCO CA 92860
121092016-4	next to 5203 Roundup Rd.	0.47	LOT 65 TRUST 2337 NORCO DR NORCO CA 92860
121310087-1	SWC River Rd. & Corydon Av.	8.32	SAM & DOT DEKRUYF 8919 MERRILL AV CHINO CA 91710
121310090-3	next to 2651 River Rd.	3.18	SAM & DOT DEKRUYF 8919 MERRILL AV CHINO CA 91710
122020027-8	northeast of 1399 Parkridge Av.	0.76	ISMAEL GONZALES 10345 WESTERN AVE. #49 DOWNEY, CA, 90241
122030011-4	east of 2240 First St.	1.81	H & H PROPERTY 4740 Green River Rd. #118 CORONA, CA, 92880
122050027-1	south of 938 Hamner Av.	0.40	R & T GARCIA FAMILY LTD PARTNERSHIP C/O RONEILIO SAN DIEGO GARCIA 1947 237TH PL TORRANCE CA 90501
122050028-2	south of 938 Hamner Av.	0.07	7 CORP PARKRIDGE AVENUE 5 2025 PIONEER CT SAN MATEO CA 94403
122050049-1	next to 996 Mountain Av.	1.44	FRANK & JEANETTE VILLALOBOS 1882 PARK SKYLINE SANTA ANA CA 92705
122061004-4	896 Hamner Av.	1.00	7 CORP PARKRIDGE AVENUE 5 2025 PIONEER CT SAN MATEO CA 94403
122570001-4	Hidden Valley Pkwy. & Corona Av.	1.10	JAMES & SANDRA OLSEN 7641 E CORTO RD ANAHEIM CA 92808
123040001-3	SEC Fifth St. & Hillside Av.	5.47	FRANCES & WILLIAM SMITH C/O WILLIAM SMITH 5170 CENTRAL AV RIVERSIDE CA 92504-1825
123120001-0	2760 Hillside Av.	0.60	SANTIAGO & ELVESTHER ACUNA 1481 ANDALUSIAN DR NORCO CA 92860
123250002-3	east of 2245 Hillside Av.	12.47	ERNEST & ALICE TAYLOR PO BOX 440 NORCO CA 92860
123260001-3	north of 666 Third St.	10.00	MANUEL & JACQUELINE CONTRERAS C/O LORETTA O'MALLEY 43145 VISTA DEL RANCHO TEMECULA CA 92592-5142

2015 Master Vacant Parcel List
Exhibit "A"

123260002-4	666 Third St.	10.00	GARRY & SUSAN STRUNK C/O LORETTA O'MALLEY 43145 VISTA DEL RANCHO TEMECULA CA 92592
123310021-5	behind 1531 Hillside Av.	0.58	ROSEMARY BUTLER 1516 ALPINE WEST COVINA, CA 91791
123310025-9	behind 1577 Hillside Av.	1.00	VU DUONG 2235 BOWMAN AV TUSTIN CA 92782-1246
123310026-0	behind 1577 Hillside Av.	1.24	VU DUONG 2235 BOWMAN AV TUSTIN CA 92782-1246
125030057-7	north of 2140 Valley View Av.	0.96	RODNEY TROY WEED PO BOX 12358 ORANG, CA, 92859
125180010-8	1550 Second St.	6.51	FRANK AN/CAROLINE LEE 1159 S ARDMORE AV LOS ANGELES CA 90006
125210026-5	1665 Hamner Av.	0.99	BILL & JOE BARRETO 590 MONDALE STREET CORONA CA 92880
125270012-8	First St. & Valley View Av.	1.08	NEW TECH INC 2175 SAMPSON AVE #111 CORONA, CA, 92879
125300018-6	east of 1365 First St.	0.39	MAGDALENA OLVERA VASQUEZ 1611 GARRETSON AV CORONA CA 92879-2429
126020004-5	south of 2001 Third St.	2.81	RIVERSIDE COMMUNITY COLLEGE DISTRICT 4800 MAGNOLIA AV RIVERSIDE CA 92506
126050002-6	SW Corner of Third St. & Hamner Av.	7.94	EDDIE FISCHER C/O LE BARON INVESTMENTS 2020 E ORANGETHORPE AV #210 FULLERTON CA 92831
126050004-8	behind flood channel on Hamner Av.	8.22	EDDIE FISCHER C/O LE BARON INVESTMENTS 2020 E ORANGETHORPE AV #210 FULLERTON CA 92831
126050017-0	north of 2200 Hamner Av.	0.43	D W AUGUST INC 1331 TIFFANY RANCH RD ARROYO GRANDE CA 93420
126060001-6	west of 2093 Paddock Ln.	1.90	BERNARD & HELEN SWART 423 MAGNOLIA BREA CA 92621
126150008-1	north of 1664 Pacific Av.	1.52	MIGUEL & DEBRA MARTINEZ 1664 PACIFIC AV NORCO CA 92860
126160023-5	betw 1610 & 1630 Pacific Av.	0.66	H & H PROPERTY 4740 Green River Rd. #118 CORONA, CA, 92880
126180003-9	behind 1745 Pacific Av.	1.50	H & H PROPERTY 4740 Green River Rd. #118 CORONA, CA, 92880
126200013-9	south of 1492 Mountain Av.	2.56	H & H PROPERTY 4740 Green River Rd. #118 CORONA, CA, 92880

2015 Master Vacant Parcel List
Exhibit "A"

126200018-4	between 1475 & 1515 Pacific Av.	1.25	H & H PROPERTY 4740 Green River Rd. #118 CORONA, CA, 92880
126200021-6	2300 block First St.	5.08	H & H PROPERTY 4740 Green River Rd. #118 CORONA, CA, 92880
126240001-2	1635 Mountain Av.	2.00	H & H PROPERTY 4740 Green River Rd. #118 CORONA, CA, 92880
126240002-3	north of 1595 Mountain Av.	1.00	H & H PROPERTY 4740 Green River Rd. #118 CORONA, CA, 92880
126240004-5	1569 Mountain Ave.	5.00	1300 NORMANDY PROP 1300 E NORMANDY PL SANTA ANA CA 92705
126250010-1	behind 1775 & 1865 Acre St.	0.97	ALL MAGIC AUTO & PAINT C/O ELLIE ADRI 1461 HAMNER AV
126250013-4	1775 Acre St.	0.44	ALL MAGIC AUTO & PAINT C/O ELLIE ADRI 1461 HAMNER AV
126250015-6	west of 1865 Acre St.	0.34	SUSAN WAKEFIELD 3064 DALES DR NORCO CA 92860
126250055-2	1865 Acre St.	0.43	ALL MAGIC AUTO & PAINT C/O ELLIE ADRI 1461 HAMNER AV NORCO CA 92860
126250056-3	1466 Hamner Av.	0.16	ALL MAGIC AUTO & PAINT C/O ELLIE ADRI 1461 HAMNER AV NORCO CA 92860
127020030-5	3275 Hamner Av.	0.82	AJIT SHAH PO BOX 4509 PALOS VERDES PENNISULA CA 90274
127020032-7	3361 Hamner Av.	1.78	5622 BUCKINGHAM C/O ADAM ANTOYAN 1050 W KATELLA AV # J ORANGE CA 92867
127030022-9	3265 Hamner Av.	0.43	YAO TING HSU 29129 DISCOVERY RIDGE DR SANTA CLARITA CA 91390
127030043-8	3231 Hamner Av.	0.67	YAO TING HSU 29129 DISCOVERY RIDGE DR SANTA CLARITA CA 91390
127030045-0	south of 3231 Hamner Av.	0.56	YAO TING HSU 29129 DISCOVERY RIDGE DR SANTA CLARITA CA 91390
127040036-3	north of 3001 Hamner Av.	2.18	INC XIANG KUN INV USA 7280 SYCAMORE CYN BLVD RIVERSIDE CA 92508
127050031-9	3001 Hamner Av.	1.69	VICTOR MELEO PO BOX 98 LINDSAY CA 93247
127100013-7	west of 3318 & 3314 Corona Av.	1.41	MICHAEL AGUIRRE 570 N GRAND ST ORANGE CA 92857

2015 Master Vacant Parcel List
Exhibit "A"

127200040-0	between I-15 & Fourth St.	0.08	ROY JOLLY 11357 SNOW VIEW CT YUCAIPA CA 92399
127200042-2	between I-15 & Fourth St.	1.02	ROY JOLLY 11357 SNOW VIEW CT YUCAIPA CA 92399
127210020-3	2655 Hamner Av.	0.62	GUR SATGUR TERI OAT INC 280 OLDENBURG LN NORCO CA 92860
127300015-7	between 2630 & 2682 Reservoir Dr.	0.98	ROBERT SPANGLER 2756 SWEET RAIN WY CORONA CA 92881
127331012-0	2830 Reservoir Dr.	0.20	PAT & EMMA ALVARADO C/O ROLLIE ALVARADO 6072 CANDLE LIGHT LN YORBA LINDA CA 92886
129230018-8	SWC Town & Country Dr. & Hamner Av.	1.13	KENNEDY & LILLIE CHUNG 5352 NEWFIELD CR HUNTINGTON BEACH CA 92649-3687
129230033-1	west of 2900 Hamner Av.	5.38	COPPERFIELD INV & DEV CO 600 ST PAUL AV #250 LOS ANGELES CA 90017
129230034-2	south of 1901 Town & Country Dr.	4.43	COPPERFIELD INV & DEV CO 600 ST PAUL AV #250 LOS ANGELES CA 90017
129230036-4	west of 2900 Hamner Av.	6.38	COPPERFIELD INV & DEV CO 600 ST PAUL AV #250 LOS ANGELES CA 90017
129230037-5	north of 2900 Hamner Av.	2.45	CHRIS BONORRIS 1630 COACHWOOD LA HABRA CA 90631
129380009-4	2438 Hamner Av.	1.63	REXCO 2518 N SANTIAGO BLVD ORANGE CA 92867
129380010-4	south side of Third St. at Hamner Av.	2.26	REXCO 2518 N SANTIAGO BLVD ORANGE CA 92867
130100011	behind Quiet Hill Ct.	41.58	Orange County Flood Control 300 N Flower 6th Floor Santa Ana, CA, 92703
130134002-6	1853 Pali Dr.	0.22	THOMAS & SHARON MCKIERNAN 1526 W BOULDER ST COLORADO SPRINGS, CO 80904
130240007-9	behind 3490 Hamner Av.	6.87	ROBERT GREGORY 4328 CORONA AV NORCO CA 92860
130240019-0	south of 2191 Fifth St.	1.65	MAR VISTA CBA C/O DOUG CROUSE 2191 FIFTH ST STE 200 NORCO CA 92860
130240020-0	NWC Fifth St. & Norconian Dr.	0.22	MAR VISTA CBA C/O DOUG CROUSE 2191 FIFTH ST STE 200 NORCO CA 92860
130240021-1	Norco Dr. west of ARCO	7.20	DAVID LUCE 20229 SW TREMONT WAY BEAVERTON, OR 97007
130240022-2	behind 3646 Hamner Av.	25.36	FISERV ISS & CO 20229 SW TREMONT WAY BEAVERTON, OR 97007

2015 Master Vacant Parcel List
Exhibit "A"

130240023-3	across from 3600 & 3636 Norconian Dr.	12.23	FISERV ISS & CO 2551 HAVEY LN STOUGHTON WI 53589
130240025-5	Fifth St. & Norconian Dr.	0.31	MAR VISTA CBA C/O DOUG CROUSE 2191 FIFTH ST STE 200 NORCO CA 92860
130240031-0	3636 Norconian Dr.	4.10	L U S A SWAMINARAYAN GURUK 3984 HOLLOW RIDGE CT YORBA LINDA CA 92887
130240045-3	Hamner Av. surrounding ARCO	4.75	NORCO BEACON HILL ASSEMBLY OF GOD INC PO BOX 336 NORCO CA 92860
130250004-7	south of 3646 Hamner Av.	1.40	NORCO EQUESTRIAN 17510 PIONEER BLVD #224 ARTESIA CA 90701
130250005-8	north of 3490 Hamner Av.	1.88	NORCO EQUESTRIAN 17510 PIONEER BLVD #224 ARTESIA CA 90701
130250006-9	north of 3480 Hamner Av.	1.94	ROBBIN KOZIEL PO BOX 148 NORCO CA 92860
131070014-7	south of 4231 Valley View Av.	4.44	GEORGE SINICHAK 13814 WALNUT ST WHITTIER CA 90602
131101010-8	Hamner Av./Taft St./Old Hamner Rd.	3.40	SAMIR B & MANISHA B PATEL 701 S BROOKHURST ST ANAHEIM CA 92804
131150024-3	between 4081 & 4191 Valley View Av.	3.39	JUDITH METZGER 10920 PARISE DR WHITTIER CA 90604
131160003-5	NWC Valley View Av. & Sixth St.	0.87	HENRIK MARCINIAK 3140 W STONYBROOK DR ANAHEIM CA 92804
131180035-6	1025 Sixth St.	0.41	TAMI & ANTHONY LAMAGNA TODD & PAULA TAYLOR 3311 VIA GIOVANNI CR CORONA CA 92881
131192021-0	north of 3838 Sierra Av.	1.02	HANUMANTHA REDDY 25 STARVIEW IRVINE CA 92603-0148
131200002-7	north of 3821 Sierra Av.	0.44	DANIEL YARUSI 32158 CAMINO CAPISTRANO #A SAN JUAN CAPISTRANO CA 92675-3720
131210025-9	SWC Sixth St. & Corona Av.	0.37	DAVE & REBBECAH GONZALES 25525 CARANCHO RD TEMECULA CA 92590
131230019-6	Hamner Av. between Fifth & Sixth Streets	0.91	CHAPARRAL PARTNERS C/O CHARLES GOSNELL 1240 E. ONTARIO CORONA CA 92881
131280017-9	south of 3597 Sierra Av.	1.09	LUANNA SERRATO 6780 ANGELINA STREET CHINO CA 91710

2015 Master Vacant Parcel List
Exhibit "A"

131320027-1	Hamner Av. betw Fifth & Sixth Streets	0.86	CHAPARRAL PARTNERS C/O CHARLES GOSNELL 1240 E. ONTARIO
131320028-2	Hamner Av. betw Fifth & Sixth Streets	1.00	CHAPARRAL PARTNERS C/O CHARLES GOSNELL 1240 E. ONTARIO CORONA CA 92881
131330016-2	3516 Valley View Av.	3.72	RICHARD & REBECCA LEWIS 6 WEYMOUTH CT NEWPORT BEACH CA 92660
133090009-9	south of 4210 Crestview Dr.	2.35	PAULETTE FREDERICK 4200 CRESTVIEW DR NORCO CA 92860
133090010-9	south of 4232 Crestview Dr.	2.18	BRYAN & HEATHER SNOW 2938 VALLEY VIEW AVE NORCO CA 92860
133141018-4	NEC Sixth St. & Temescal Av.	1.51	EQUINE VETERINARY SPECIALISTS INC 20022 DANIEL LN ORANGE CA 92869
133150022-5	623 Sixth St.	0.38	ALAN HASSO PO BOX 17358 ANAHEIM CA 92807
133150027-0	633 Sixth St.	0.48	KHALED S FARAH 5753 SANTA ANA CYN #137 ANAHEIM CA 92807
133160026-0	east of 433 Sixth St.	0.40	PARKER LIN / SOON NA 1687 CURTISS CT LA VERNE CA 91750
133160031-4	east of 405 Sixth St.	0.81	LOT 16 TRUST 351 SIXTH ST NORCO CA 92860
133181010-0	Center Av. south of 818 Sixth St.	0.42	STANLEY & LINDA SCOTT 42131 SAN JOSE DR SAN JACINTO CA 92583
133181016-6	east of 892 Sixth St.	0.96	JOSEPH & GERALDINE DIGIULIO 3657 NETTLE PL FALLBROOK CA 92028
133190009-8	3861 Hillside Av.	0.57	CRC FEDERAL CREDIT UNION PO BOX 129 NORCO CA 92860
133190044-9	682 Sixth St.	0.10	CRC FEDERAL CREDIT UNION PO BOX 129 NORCO CA 92860
133190046-1	688 Sixth St.	0.13	CRC FEDERAL CREDIT UNION PO BOX 129 NORCO CA 92860
133222018-4	between 3721 & 3759 Center Av.	0.55	ROBERT KLING & DOROTHY BUTTS 531 MAIN ST #211 EL SEGUNDO CA 90245
133250033-4	110 Buckskin Ln.	0.59	MILTON HARRISON 212 E 19TH ST COSTA MESA CA 92627
133270002-8	3631 Hillside Av.	1.83	HECTOR & FLAVIA YANEZ 3691 CENTER AV NORCO CA 92860
133330003-4	California Av. at Fifth St.	0.73	SOUTHERN CALIFORNIA EDISON PO BOX 800 ROSEMEAD CA 91770

2015 Master Vacant Parcel List
Exhibit "A"

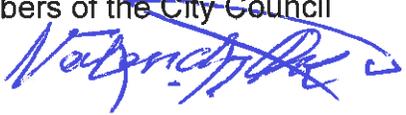
133340018-9	off East St. & South Fork Dr.	0.94	SOUTHERN CALIFORNIA EDISON 2131 WALNUT GROVE 2ND FL ROSEMEAD CA 91770
133340019-0	south of 3540 South Fork Dr.	0.57	JOSEPH & MARGARET RULLO PO BOX 481 SURFSIDE CA 90743
133340021-1	south of 3540 South Fork Dr.	0.57	JOSEPH & MARGARET RULLO PO BOX 481 SURFSIDE CA 90743
133340022-2	south of 3540 South Fork Dr.	0.57	JOSEPH & MARGARET RULLO PO BOX 481 SURFSIDE CA 90743
133340023-3	south of 3540 South Fork Dr.	0.57	JOSEPH & MARGARET RULLO PO BOX 481 SURFSIDE CA 90743
153030007-7	near Grulla Ct.	1.00	HARD CORP C/O SANTA ANA VALLEY IRRIGATION CO 2555 3RD ST
153030008-8	near Grulla Ct.	1.20	SOUTHERN CALIFORNIA EDISON 2131 WALNUT GROVE 2ND FLOOR
153030009-9	near Grulla Ct.	0.40	SOUTHERN CALIFORNIA EDISON 2131 WALNUT GROVE 2ND FLOOR
153030011-0	California Av. & Grulla Ct.	9.80	SOUTHERN CALIFORNIA EDISON 2131 WALNUT GROVE 2ND FLOOR ROSEMEAD CA 91770
153180020-2	behind 4645 Pedley Av.	1.25	VINCENT & PEGGY LARIVIERE 5581 INNER CIRCLE DR RIVERSIDE CA 92506
153222009-2	behind 4521 & 4535 Crestview Dr.	2.19	FRANCES VAUGHAN 3806 HIGHWAY 90 WEST DEL RIO TX 78840
153222019-1	behind 4591 Crestview Dr.	0.54	ERIK CAMPBELL 128 ALLVIEW PLACE NORCO CA 92860
153231010-0	next to 4409 California Av.	0.51	BLANCA RODRIGUEZ 15753 RANDALL AVE FONTANA CA 91739
153232007-1	across from 4460 thru 4490 Crestview Dr.	4.67	ADOLFO PONCE 1193 SANTA FE WAY NORCO CA 92860
168021003-3	west of 190 Mt. Rushmore Dr.	0.45	ROGER FRIZZEL 11290 ARLINGTON AV RIVERSIDE CA 92505
168023007-3	north of 4011 Mt. Tobin Ct.	0.42	RAYNOLD DALE & CAROL LYNN SAUGSTAD 4010 PIKES PEAK DR NORCO CA 92860
168023008-4	SEC Mt. Tobin Ct. & Mt. Shasta Dr.	0.38	FIRST PACIFIC COAST CONST & DEV INC C/O CORREAFIRST PACIFIC CONST & DEV 10834 HOLE AV RIVERSIDE CA 92505
168060003-4	next to 4221 Crestview Dr.	38.19	ARLINGTON CEMETERY ASSN INC C/O PIERCE BROS CRESTLAWN MEMORIAL PARK GENERAL MANAGER 11500 ARLINGTON AV RIVERSIDE CA 92505

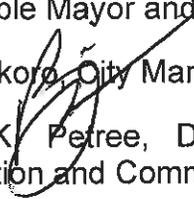
2015 Master Vacant Parcel List
Exhibit "A"

16806003-4	next to 4221 Crestview Dr.	38.19	ARLINGTON CEMETERY ASSN INC C/O PIERCE BROS CRESTLAWN MEMORIAL PARK PO BOX 130548 HOUSTON TX 77219
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CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Brian K. Petree, Deputy City Manager/Director of Parks, Recreation and Community Services 

DATE: March 4, 2015

SUBJECT: Dedication of Field 6 at Wayne Makin Sports Complex in Honor of Rex and Pat Cooter

RECOMMENDATION: Approve the Field 6 Dedication at Wayne Makin Sports Complex in Honor of Rex and Pat Cooter

SUMMARY: The Department of Parks, Recreation and Community Services has received correspondence regarding Rex and Pat Cooter (Exhibit "A"). Although this practice does not follow the normal criteria which states the individual must be deceased for 120 days, it is the consensus of Norco Girls Softball that Field 6 at Wayne Makin Sports Complex be renamed in honor of Rex and Pat Cooter for their dedication as longstanding volunteers for Norco Girls Softball League (NGSL).

Rex and Pat Cooter were instrumental in encouraging youth to become involved in activities that promote health and wellness, foster human development, and provide a recreational experience. They both understood the value of making a positive impact on other people's lives by their selfless devotion and betterment of Norco Girls Softball; not only being instrumental in the building of Field 6, but also as Board Members for many years.

BACKGROUND/ ANALYSIS: The President of Norco Girls Softball League, Eric Evans, has requested that field number 6 at Wayne Makin Shearer Sports Complex be named in honor of Rex and Pat Cooter. The backstop will have a covered backstop pad placed on Field 6 in honor of Norco residents, Rex and Pat Cooter. Mr. and Mrs. Cooter were avid volunteers in the community who not only were responsible for the building of Field 6 at Wayne Makin but who also served on the Board of Directors for Norco Girls Softball League for many years.

Mr. Cooter has already passed away, however, Pat has recently been diagnosed as terminally ill and the league is hopeful that this request would be approved and celebrated with Pat Cooter at the Opening Day Ceremony on Saturday, March 7, 2015.

The requesting organization has provided the Department of Parks, Recreation and Community Services a petition with the required number of signatures requesting

Dedication for Rex and Pat Cooter at Wayne Makin Sports Complex

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March 4, 2015

approval of this memorial (Exhibit "B") based on the City's Park and Public Building Dedication Criteria (Exhibit "C").

The proposed dedication will consist of a portable backstop cover identifying Field 6 as the Rex and Pat Cooter Field. This dedication will be located at the Wayne Makin Sports Complex on Field 6 (Exhibit "D"). The portable backstop cover will be purchased and maintained by the NGSL. Repair and installation will also be the responsibility of the NGSL.

At a special meeting held on February 25, 2015, the Parks and Recreation Commission approved the dedication and made a recommendation to the City Council to dedicate Field 6 at the Wayne Makin Sports Complex in honor of Rex and Pat Cooter. If approved, staff will coordinate with Norco Girls Softball League for formalization of the field name as Rex and Pat Cooter Field.

FINANCIAL IMPACT: There is no financial impact to the General Fund. Norco Girls Softball League will assume all costs associated with the purchase, installation as well as the continued maintenance and upkeep.

Attachment: Exhibit "A" – Request Letter for Memorial
Exhibit "B" – Petition Request for Memorial
Exhibit "C" – Parks and Building Dedication Criteria
Exhibit "D" – Wayne Makin Sports Complex Site Plan

To whom it may concern,

February 12th, 2015

We, Norco Girls Softball League, and the undersigned do hereby request the City of Norco consider dedicating softball field #6 at Wayne Makin to be known as Rex and Pat Cooter field for the following reasons:

Rex and Pat Cooter are long-time residents here in Norco. Both Rex and Pat have dedicated a large amount of their time to the youth sports programs in this city. Not only has Rex and Pat selflessly given up their time, they are the ones who sponsored the building of softball field #6 at Wayne Makin. Rex has passed on, but that has not stopped Pat. She currently serves on the Norco Girls Softball board of directors, where she has for many years. At 77 years old, Pat still makes the time to give back to the community.

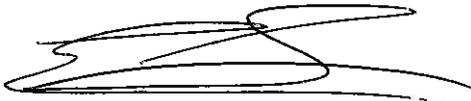
Pat is terminally ill. Her time left on this earth is minimal. The Norco Girls Softball League would love nothing more than to honor Rex, and Pat at our opening day ceremony on March 7th, by dedicating field #6 to them, in the form of a banner or backstop. We would like to have the backstop have the NGSL logo, with Rex and Pat Cooter's name. Please help us make this possible before Pat is no longer able to celebrate with us.

Ongoing maintenance and/or replacement will be the financial responsibility of the League in the future.

We thank you for your time, and consideration.

Sincerely,

Eric Evans,

A handwritten signature in black ink, appearing to read "Eric Evans", with a large, stylized flourish underneath.

Norco Girls Softball League, President.

Exhibit “B” – Petition Request for Memorial

This exhibit is available in the City Clerk’s Office for public viewing during regular business hours.

**CITY OF NORCO
DEPARTMENT OF PARKS, RECREATION AND COMMUNITY SERVICES**

Park and Public Building Dedication Criteria

1. Past or present resident of the City of Norco
2. The Nominee made an outstanding contribution towards Norco's lifestyle with unusual and unselfish time devoted to helping others or whose good deeds have helped and/or influenced the lives of others.
3. The Nominee provided visibility, promoted the use of or enhanced the composition of a facility in the City of Norco park system above and beyond normal efforts.
4. The Nominee must be deceased for a minimum of 120 days before consideration of or review of nomination request.
5. The request must be submitted to the Parks, Recreation and Community Services Office for review by the Parks and Recreation Commission.
6. The name of the Nominee is to be submitted in a formal request with a biography addressing Items 1 & 2.
7. Include a petition with a minimum of seventy-five (75) Norco resident names supporting this request with name, address, phone number and signature.
8. The Nominating individual/group will furnish the cost of purchasing and engraving the plaque and or any costs associated with the Dedication or naming of the facility, park, or building.
9. The Parks and Recreation Commission shall review and advise the Council regarding all nominations.
10. The Nominee must then be approved by the City Council.
 - (a) Please note: if requesting a special memorial area or dedication, i.e., park area, tree, playground equipment, park bench or room in a building; the above criteria will apply.
 - (b) Please be advised you should use a format similar to this example. Make sure to identify plainly the name, address and phone number of the contact person for this request as well as the purchasing party for the plaque.

Example: We, the undersigned, do hereby request the City of Norco consider dedicating (description of the facility) for the following reasons. (Your biography or listing of reasons may be in a brief paragraph description format.)

After your description, provide a minimum listing of seventy-five (75) Norco resident names that include the name, address and phone number.

WAYNE MAKIN SITE PLAN FOR REX AND PAT COOTER FIELD



EXHIBIT "D"

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Bruno Anderson, Information Technology Manager

DATE: March 4, 2015

SUBJECT: Authorization to Enter Into a Five-Year Lease with Konica/Minolta for Nine Digital Multi-Function Devices

RECOMMENDATION: Authorize staff to enter into a five-year lease agreement with Konica/Minolta for five - Model Bizhub C224e, two - Model Bizhub C454e, and two - Model Bizhub C654e digital multi-function devices.

SUMMARY: The current five-year lease agreement between the City and Konica/Minolta for nine high volume copiers will expire in February 26, 2015 and the copiers are in need of replacement after five years in service. Staff concluded that the replacement machines proposed by Konica/Minolta will provide the best overall technical, functional and cost value to the City. Consequently, staff is recommending that the City Council authorize the City Manager to enter into a five-year lease for nine digital multi-function machines.

BACKGROUND/ANALYSIS: The City sent out request for proposals for copiers in 2009 and selected for evaluation the proposals from Xerox, Toshiba, Konica/Minolta and Ricoh. These four companies provided the best overall value and met the minimum functional requirements of the City. Konica/Minolta was selected since it met the City's copying, scanning and printing needs and scored the highest overall score based on the criteria selected by staff. Customer service during the five years of the lease with Konica/Minolta has been exceptional and the copiers have performed well.

Konica/Minolta has offered the City of Norco to piggy-back off the County of Riverside Contract #60072 to realize a savings to the City of \$29,601 over the five year contract period. Konica/Minolta has earned the county of Riverside contract award in each consecutive award cycle for 34 years.

The new copiers will replace existing copiers and printers in each department and provide networked scanning services for the City's electronic document management system. Administration and Finance will be replaced with new, but equivalent devices. Engineering and Parks and Recreation will receive mid-range devices because of the monthly average volume printing. Public Works, Senior Center, Sheriff, and Animal Control will receive smaller copiers.

Five-Year Lease with Konica/Minolta for Nine Digital Multi-Function Devices

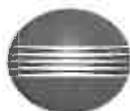
Page 2

March 4, 2015

The cost of the combined lease and maintenance plan for the nine machines will be \$2,281.95 per month; the previous cost was \$2,775.30. Cost savings in the amount of \$493.35 per month or \$29,601 over the five-year contract period will be realized by upgrading to the proposed devices. This represents an 18% savings compared to the current cost of the lease and maintenance plan. All maintenance and supplies, except paper, are provided in the maintenance contract.

FINANCIAL IMPACT: The Konica/Minolta lease will be costing \$2,281.95 per month beginning in March 2015. Funds were budgeted in the fiscal year 2014/15 Computing and Communications Fund for the copier leases and an anticipated 18% savings will be realized for the rest of the fiscal year.

Attachment: Lease Agreement



KONICA MINOLTA

For office use only (Check one): Branch Windsor

Premier Lease Agreement

APPLICATION NUMBER
1269693

AGREEMENT NUMBER

This Premier Lease Agreement ("Agreement") is written in "Plain English". The words you and your, refer to the customer (and its guarantors). The words Lessor, we, us and our, refer to Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates. (Supplier)

CUSTOMER INFORMATION

FULL LEGAL NAME CITY OF NORCO			STREET ADDRESS 2870 CLARK AVE	
CITY NORCO	STATE CA	ZIP 92860	PHONE* 951 270 5665	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)
MULTIPLE SHIP TO LOCATIONS

*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

CUSTOMER ONE GUARANTEE

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained at your local branch or www.kmbs.konicaminolta.us.



MAKE / MODEL NO. / ACCESSORIES (including Software Description and Supplier / Licensor if applicable)

CITY OF NORCO, 3902 HILLSIDE AVE, NORCO, CA, 92860
1 - BIZHUB C224E
CITY OF NORCO, 2690 CLARK AVE, NORCO, CA, 92860
SEE ATTACHED SCHEDULE A

See attached 'Schedule A' for additional Equipment / Accessories / Software

TERM AND PAYMENT SCHEDULE

TERM IN MONTHS	# of payments	Payment Frequency	Payment Amount (plus applicable taxes)	Advance Payment (plus applicable taxes)
60	60	<input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Monthly	\$ 1,269.49	\$ 0.00

END OF LEASE OPTIONS: You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing.
1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew the Lease per paragraph 1 (on reverse). 3. Return Equipment as provided in Paragraph 5 (on reverse).

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Konica Minolta Premier Finance

LESSOR

[Signature Box]

AUTHORIZED SIGNER

TITLE

DATED

CUSTOMER ACCEPTANCE

CITY OF NORCO

FULL LEGAL NAME OF CUSTOMER (as referenced above)

[Signature Box]

AUTHORIZED SIGNER

DATED

FEDERAL TAX I.D. #

PRINT NAME

TITLE

CONTINUING GUARANTEE

As additional inducement for us, Konica Minolta Premier Finance to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with you and you waive all defenses and notice of those changes and presentment, demand, and protest and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guarantee, you expressly consent to the jurisdiction of the court set out in paragraph 13 and agree to pay all costs, including attorneys fees incurred in enforcement of this guarantee. It is not necessary for us to proceed first against you before enforcing this guarantee. By signing this guarantee, you authorize us to obtain credit bureau reports for credit and collection purposes.

[Signature Box]

PRINT NAME OF GUARANTOR

SIGNATURE (NO TITLES)

DATED

To help the Government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means is, when you open an account, we will ask for your name, address and other information that will allow us to identify you; we may also ask to see identifying documents.

See reverse side for additional terms and conditions



KONICA MINOLTA

NON-APPROPRIATION ADDENDUM

ADDENDUM TO Agreement No. _____ between Konica Minolta Premier Finance, (Lessor)

And CITY OF NORCO _____ (Customer)
(Full Legal Name of Customer)

Dated: 02- -2015

FOR STATE AND LOCAL GOVERNMENT ENTITIES ONLY

A. CUSTOMER COVENANTS: You covenant and warrant that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and

(2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of you to make its periodic payments as set out in the Agreement; (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of you; nor is there any basis for any such action, suit, proceeding or investigation; and

(3) That the Equipment will be operated and controlled by you and will be used for essential government purposes and will be essential for the term of the Agreement.

(4) You have not previously terminated a rental for non-appropriation, except as specifically described in a letter appended hereto.

B. SIGNATURES: Signer warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind you. Signer for you further warrants its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of you authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

C. NON APPROPRIATION: In the event you wish to cancel the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of your obligations under the Agreement during said fiscal period;

2. Such non-appropriation did not result from any act or failure to act of you;

3. You have exhausted all funds legally available for all payment due under the Agreement; and

4. There is no other legal procedure by which payment can be made to Lessor.

Then, provided that (a) you have given Lessor written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Lessor has received a written opinion from your counsel verifying the same within ten (10) days thereafter upon receipt of the Equipment delivered to a location designated by Lessor, at your expense, Lessor's remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the Equipment as Lessor in its sole discretion may desire, without any duty to account to you.

Approved and agreed to as an Addendum to and part of the Agreement and any Supplements or Schedules to the Master Agreement, this _____ day of _____

LESSOR ACCEPTANCE

Konica Minolta Premier Finance
DATED LESSOR SIGNATURE TITLE

CUSTOMER ACCEPTANCE

City of Norco
DATED FULL LEGAL NAME OF CUSTOMER SIGNATURE TITLE

FEDERAL TAX I.D.# PRINT NAME

1. LEASE AGREEMENT: You agree to lease from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software." You agree to all of the terms and conditions contained in this Agreement and any Schedule, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes all other writings, communications, understandings, agreements, any purchase order and any solicitation documents and related documents. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. The "Billing Date" of this Agreement will be the twentieth (20th) day following installation. You agree to pay a prorated amount of 1/30th of the monthly payment times the number of days between the installation date and the Billing Date. This Agreement will continue from the Billing Date for the Term shown and will be extended automatically for successive one (1) month terms unless you (a) send us written notice, between ninety (90) days and one hundred fifty (150) days before the end of any term, of your decision to return or purchase the Equipment or renew this Lease or (b) you do not purchase or return the Equipment, as specified in your notice, within ten (10) days after the end of the term. Leases with \$1.00 purchase options will not be renewed. The periodic renewal payment has been set by mutual agreement and is not based on the cost of any component of this lease. THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement or the Equipment.

2. RENT: Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales, use and property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent rent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.

3. OWNERSHIP OF EQUIPMENT: We are the owner of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding Software). You agree to keep the Equipment free and clear of all liens and claims. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to, hard drives, disk drives or any other form of memory.

4. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS". You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. THIS AGREEMENT CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. You agree that the Customer One Guarantee is a separate and independent obligation of Supplier to you, that no assignee of the Lessor shall have any obligation to you with respect to the Guarantee and that your obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim you may have against Supplier with respect to the Customer One Guarantee.

5. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.

6. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

7. COLLATERAL PROTECTION AND INSURANCE: You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. In that event you will be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance. You agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims or, (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the original equipment cost to cover our credit risk, administrative costs and other costs, as would be further described on a letter from us to you and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.

8. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment. We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.

9. TAXES AND FEES: You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a \$1.00 purchase option, we will file all personal property, use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to \$75.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

10. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and the Supplier. None of Lessor's assignees will independently verify any such costs. Lessee's assignees will be providing funding based on the payment you have negotiated with Supplier. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.

11. DEFAULT AND REMEDIES: (a) If you do not pay any lease payment or other sum due to us or other party when due or (b) if you break any of your promises in the Agreement or any other Agreement with us or (c) if you or any guarantor of your obligations become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of ten percent (10%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following: (a) instruct Supplier to withhold service, parts and supplies and / or void the Customer One Guarantee; (b) terminate or cancel this Agreement and require that you pay, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges; and (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the term of this Agreement (or any renewal thereof); and (c) require you to return the Equipment to us to a location designated by us (and with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

12. UCC FILINGS: You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

13. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.

14. LESSEE GUARANTEE: You agree, upon our request, to submit the original of this Agreement to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement. Both parties agree that this Agreement signed and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. You waive the right to challenge in court the authenticity of a faxed or other electronically-transmitted signed copy of this Agreement and agree that the faxed or other electronically-transmitted copy containing our faxed or other electronically-transmitted signature and our manual or electronic signature shall be considered the sole original for all purposes, including without limitation, any enforcement action under paragraph 11.

15. COMPUTER SOFTWARE: Notwithstanding any other terms and conditions of this Agreement, you agree that as to Software only: a) We have not had, do not have, nor will have any title to such Software. b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement. c) You have selected such Software and as per Agreement paragraph 4, WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.

EQUIPMENT AND SITE DOCUMENT



ORDER AGREEMENT

S00230692
02/11/15 02:57 pm
Order 5 of 9

Check Applicable Box

Purchase

Lease

Other: _____

INVOICE TO Account #	SOLD TO Account # SO 0000242224	SHIP TO Account #
Legal Name CIT FINANCE LLC	Legal Name CITY OF NORCO	Legal Name CITY OF NORCO
Attn Line 1	Attn Line 1	Attn Line 1 PARKS & RECREATION
Attn Line 2	Attn Line 2	Attn Line 2
Street Address 10201 CENTURION PKWY N STE 100	Street Address 2870 CLARK AVE	Street Address 2870 CLARK AVE
City JACKSONVILLE State FL Zip 32256	City NORCO State CA Zip 92860	City NORCO State CA Zip 92860
Tax Exempt <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy Required)	Tax Exempt # _____	P.O. Expiration Date
P.O. Required <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy Required)	P.O. # _____	

Payment Terms: SEE LEASE	Credit Card <input type="checkbox"/> Yes, I want to pay by Credit Card. Please provide contact name/phone below. <input type="checkbox"/> Pay in Full (Including applicable tax) <input type="checkbox"/> Partial Payment, Amount \$ _____ Contact Name: _____ Phone: _____	Check	Amount
		Check	Check #

Requested Delivery Date: SEE ATTACHED Maintenance Contract Accepted Declined

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	A5C0011	BIZHUB C454E			
1	7670525507	DELIVERY CHARGE - LEVEL 2			
1	7640018094	BASIC NETWORK SERVICE - BNS04			
1	A2XM013	PC-410 LARGE CAPACITY CASSETTE			
1	A3EPWY1	FS-534 50-SHEET STAPLING FINISHER			
1	A3ETW11	PK-520 2/3 HOLE PUNCH UNIT (FS-534)			
1	XGPCS15DKM	ESP DIAGNOSTIC POWER FILTER 120			
1	VCAREACT-O	VCARE ACTIVATION FOR MFPS WITH			
1	7640015657	BIZHUB SECURE			

QTY	MATERIAL #	SUPPLY MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	A33K432	TN-512C TONER CYAN (C554E/C554/C	N/A		
1	A33K132	TN-512K TONER BLACK (C554E/C554/C	N/A		
1	A33K332	TN-512M TONER MAGENTA (C554E/C5	N/A		
1	A33K232	TN-512Y TONER YELLOW (C554E/C554	N/A		
			N/A		
			N/A		

Additional Charges: Network _____ Removal _____ Other _____

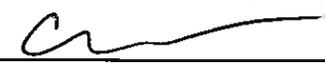
Additional Charges TOTAL _____
(TOTAL is exclusive of applicable taxes)

Pick-Up: _____ Requested Removal Date: 02/19/2015

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER
1	A0ED011	C360	A0ED011003408

Comments: _____

If order is for a purchase of equipment, Customer's signature below acknowledges receipt of KMBS Sales Terms and Conditions "Schedule A" (Revised 03-30-09) and consent to their terms, which are incorporated into this agreement. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form. Not binding on KMBS until signed by KMBS Manager.

Customer Name _____ Please Print	KMBS Representative  Date _____
Signature _____ Authorized Representative of Customer Date _____	KMBS Manager _____ Please Print Date _____
Title _____	KMBS Manager Signature _____ Date _____



ORDER AGREEMENT

S00230692
02/11/15 02:57 pm
Order 9 of 9

Check Applicable Box

Purchase

Lease

Other: _____

INVOICE TO Account #	SOLD TO Account # SO 0000242224	SHIP TO Account #
Legal Name CIT FINANCE LLC	Legal Name CITY OF NORCO	Legal Name CITY OF NORCO
Attn Line 1	Attn Line 1	Attn Line 1 ENGINEERING
Attn Line 2	Attn Line 2	Attn Line 2
Street Address 10201 CENTURION PKWY N STE 100	Street Address 2870 CLARK AVE	Street Address 2870 CLARK AVE
City JACKSONVILLE State FL Zip 32256	City NORCO State CA Zip 92860	City NORCO State CA Zip 92860
Tax Exempt <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy Required)	Tax Exempt # _____	P.O. Expiration Date
P.O. Required <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy Required)	P.O. # _____	

Payment Terms: SEE LEASE	Credit Card	<input type="checkbox"/> Yes, I want to pay by Credit Card. Please provide contact name/phone below.	Check	Amount
		<input type="checkbox"/> Pay in Full (including applicable tax) <input type="checkbox"/> Partial Payment, Amount \$ _____		Check #
Contact Name: _____		Phone: _____		

Requested Delivery Date: SEE ATTACHED

Maintenance Contract Accepted Declined

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	A5C0011	BIZHUB C454E			
1	7670525507	DELIVERY CHARGE - LEVEL 2			
1	7640018094	BASIC NETWORK SERVICE - BNS04			
1	A2XM013	PC-410 LARGE CAPACITY CASSETTE			
1	A3EPWY1	FS-534 50-SHEET STAPLING FINISHER			
1	A3ETW11	PK-520 2/3 HOLE PUNCH UNIT (FS-534)			
1	XGPCS15DKM	ESP DIAGNOSTIC POWER FILTER 120			
1	VCAREACT-O	VCARE ACTIVATION FOR MFPS WITH			
1	7640015657	BIZHUB SECURE			

QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	A33K432	TN-512C TONER CYAN (C554E/C554/C	N/A		
1	A33K132	TN-512K TONER BLACK (C554E/C554/C	N/A		
1	A33K332	TN-512M TONER MAGENTA (C554E/C5	N/A		
1	A33K232	TN-512Y TONER YELLOW (C554E/C554	N/A		
			N/A		
			N/A		

Additional Charges:

Network _____ Removal _____ Other _____

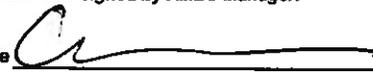
Additional Charges TOTAL _____
(TOTAL is exclusive of applicable taxes)

Pick-up: _____ Requested Removal Date: 02/19/2015

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER
1	A0P011	C652	A0P0011001418

Comments: INCLUDES UPGRADE, FOR LEASE 061-005462-000, TO LEASE COMPANY CIT

If order is for a purchase of equipment, Customer's signature below acknowledges receipt of KMBS Sales Terms and Conditions "Schedule A" (Revised 03-30-09) and consent to their terms, which are incorporated into this agreement. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form. Not binding on KMBS until signed by KMBS Manager.

Customer Name _____ Please Print	KMBS Representative 
Signature _____ Authorized Representative of Customer	KMBS Manager _____ Please Print
Title _____	KMBS Manager Signature _____ Date

EXISTING EQUIPMENT UPGRADE DISPOSITION DOCUMENTS



EQUIPMENT REMOVAL AUTHORIZATION

Customer: CITY OF NORCO

Pick Up Address: CITY OF NORCO, 3902 HILLSIDE AVE, NORCO, CA, 92860

Equipment being removed from Customer's Location:

Make: <u>KM</u>	Model: <u>C220</u>	Serial Number: <u>AOED013001496</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: CIT Lease #: 061-0040034-000

Upgrade to Return KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to the Lease Company at no expense to Customer.

Upgrade to Keep KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.

Buyout to Keep KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.

End of Lease Return Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS. Upon shipment of equipment, KMBS will invoice Customer \$ _____ for associated shipping charges.

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

LEASE UTK

The undersigned represents that he/she is an authorized representative of the Customer and has authority to bind Customer to this Agreement.

Customer

Konica Minolta Business Solutions U.S.A., Inc.

Name: _____
Please print

Name: _____
Please print

Signature: _____
Date

Signature: _____
Date

Title: _____

Title: _____

LEASE COMPANY USE

Approved Customer has fulfilled its obligation on current lease.
 Contingent Approval Customer has lease balance of \$ _____ which needs to be satisfied.

RA # _____ Shipping Instructions _____

Name _____ Signature _____ Title _____ Date _____



EQUIPMENT REMOVAL AUTHORIZATION

Customer: CITY OF NORCO

Pick Up Address: CITY OF NORCO, 1281 5TH STREET, NORCO, CA, 92860

Equipment being removed from Customer's Location:

Make: <u>KM</u>	Model: <u>C360</u>	Serial Number: <u>A0ED011013485</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: CIT Lease #: 061-0054642-000

Upgrade to Return KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to the Lease Company at no expense to Customer.

Upgrade to Keep KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.

Buyout to Keep KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.

End of Lease Return Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.
Upon shipment of equipment, KMBS will invoice Customer \$ _____ for associated shipping charges.

End of Lease Return requiring Interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

LEASE UTK

The undersigned represents that he/she is an authorized representative of the Customer and has authority to bind Customer to this Agreement.

Customer

Konica Minolta Business Solutions U.S.A., Inc.

Name: _____
Please print

Name: _____
Please print

Signature: _____
Date

Signature: _____
Date

Title: _____

Title: _____

LEASE COMPANY USE

Approved Customer has fulfilled its obligation on current lease.
 Contingent Approval Customer has lease balance of \$ _____ which needs to be satisfied.

RA # _____ Shipping Instructions _____

Name _____ Signature _____ Title _____ Date _____



EQUIPMENT REMOVAL AUTHORIZATION

Customer: CITY OF NORCO

Pick Up Address: CITY OF NORCO, 2690 CLARK AVE, NORCO, CA, 92860

Equipment being removed from Customer's Location:

Make: <u>KM</u>	Model: <u>C220</u>	Serial Number: <u>A0ED013001297</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: CIT Lease #: 061-0040034-000

- Upgrade to Return KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to the Lease Company at no expense to Customer.
- Upgrade to Keep KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- Buyout to Keep KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- End of Lease Return Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.
Upon shipment of equipment, KMBS will invoice Customer \$ _____ for associated shipping charges.

End of Lease Return requiring Interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

LEASE UTK

The undersigned represents that he/she is an authorized representative of the Customer and has authority to bind Customer to this Agreement.

Customer

Konica Minolta Business Solutions U.S.A., Inc.

Name: _____
Please print

Name: _____
Please print

Signature: _____
Date

Signature: _____
Date

Title: _____

Title: _____

LEASE COMPANY USE

- Approved Customer has fulfilled its obligation on current lease.
- Contingent Approval Customer has lease balance of \$ _____ which needs to be satisfied.

RA # _____ Shipping Instructions _____

Name _____ Signature _____ Title _____ Date _____



EQUIPMENT REMOVAL AUTHORIZATION

Customer: CITY OF NORCO

Pick Up Address: CITY OF NORCO, 2870 CLARK AVE, NORCO, CA, 92860

Equipment being removed from Customer's Location:

Make: <u>KM</u>	Model: <u>C360</u>	Serial Number: <u>A0ED011003408</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: CIT **Lease #:** 061-0040034-000

- Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to the Lease Company at no expense to Customer.
- Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.
Upon shipment of equipment, KMBS will invoice Customer \$ _____ for associated shipping charges.

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

LEASE UTK

The undersigned represents that he/she is an authorized representative of the Customer and has authority to bind Customer to this Agreement.

Customer

Name: _____
Please print

Signature: _____
Date

Title: _____

Konica Minolta Business Solutions U.S.A., Inc.

Name: _____
Please print

Signature: _____
Date

Title: _____

LEASE COMPANY USE

Approved Customer has fulfilled its obligation on current lease.

Contingent Approval Customer has lease balance of \$ _____ which needs to be satisfied.

RA # _____ **Shipping Instructions** _____

Name _____ **Signature** _____ **Title** _____ **Date** _____



EQUIPMENT REMOVAL AUTHORIZATION

Customer: CITY OF NORCO

Pick Up Address: CITY OF NORCO, 2870 CLARK AVE, NORCO, CA, 92860

Equipment being removed from Customer's Location:

Make: <u>KM</u>	Model: <u>C360</u>	Serial Number: <u>A0ED011003370</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: CIT Lease #: 061-0040034-000

- Upgrade to Return KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to the Lease Company at no expense to Customer.
- Upgrade to Keep KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- Buyout to Keep KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- End of Lease Return Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.
Upon shipment of equipment, KMBS will invoice Customer \$ _____ for associated shipping charges.

End of Lease Return requiring Interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

LEASE UTK

The undersigned represents that he/she is an authorized representative of the Customer and has authority to bind Customer to this Agreement.

Customer

Konica Minolta Business Solutions U.S.A., Inc.

Name: _____
Please print

Name: _____
Please print

Signature: _____
Date

Signature: _____
Date

Title: _____

Title: _____

LEASE COMPANY USE

- Approved Customer has fulfilled its obligation on current lease.
 - Contingent Approval Customer has lease balance of \$ _____ which needs to be satisfied.
- RA # _____ Shipping Instructions _____

Name _____ Signature _____ Title _____ Date _____



EQUIPMENT REMOVAL AUTHORIZATION

Customer: CITY OF NORCO

Pick Up Address: CITY OF NORCO, 98 SIXTH STREET, NORCO, CA, 92860

Equipment being removed from Customer's Location:

Make: <u>KM</u>	Model: <u>C360</u>	Serial Number: <u>A0ED011003082</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: CIT Lease #: 061-0040034-000

- Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to the Lease Company at no expense to Customer.
- Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.
Upon shipment of equipment, KMBS will invoice Customer \$ _____ for associated shipping charges.

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

LEASE UTK

The undersigned represents that he/she is an authorized representative of the Customer and has authority to bind Customer to this Agreement.

Customer

Name: _____
Please print

Signature: _____
Date

Title: _____

Konica Minolta Business Solutions U.S.A., Inc.

Name: _____
Please print

Signature: _____
Date

Title: _____

LEASE COMPANY USE

Approved Customer has fulfilled its obligation on current lease.

Contingent Approval Customer has lease balance of \$ _____ which needs to be satisfied.

RA # _____ Shipping Instructions _____

Name _____ Signature _____ Title _____ Date _____



EQUIPMENT REMOVAL AUTHORIZATION

Customer: CITY OF NORCO

Pick Up Address: CITY OF NORCO, 2870 CLARK AVE, NORCO, CA, 92860

Equipment being removed from Customer's Location:

Make: <u>KM</u>	Model: <u>C652</u>	Serial Number: <u>A0P011001452</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: CIT **Lease #:** 061-0040034-000

- Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to the Lease Company at no expense to Customer.
- Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.
Upon shipment of equipment, KMBS will invoice Customer \$ _____ for associated shipping charges.

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

LEASE UTK

The undersigned represents that he/she is an authorized representative of the Customer and has authority to bind Customer to this Agreement.

Customer

Konica Minolta Business Solutions U.S.A., Inc.

Name: _____
Please print

Name: _____
Please print

Signature: _____
Date

Signature: _____
Date

Title: _____

Title: _____

LEASE COMPANY USE

- Approved** Customer has fulfilled its obligation on current lease.
 - Contingent Approval** Customer has lease balance of \$ _____ which needs to be satisfied.
- RA # _____ Shipping Instructions _____

Name _____ Signature _____ Title _____ Date _____



EQUIPMENT REMOVAL AUTHORIZATION

Customer: CITY OF NORCO

Pick Up Address: CITY OF NORCO, 2870 CLARK AVE, NORCO, CA, 92860

Equipment being removed from Customer's Location:

Make: <u>KM</u>	Model: <u>C652</u>	Serial Number: <u>A0P0011001418</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: CIT Lease #: 061-0040034-000

- Upgrade to Return KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to the Lease Company at no expense to Customer
- Upgrade to Keep KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- Buyout to Keep KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- End of Lease Return Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.
Upon shipment of equipment, KMBS will invoice Customer \$ _____ for associated shipping charges.

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

LEASE UTK

The undersigned represents that he/she is an authorized representative of the Customer and has authority to bind Customer to this Agreement.

Customer

Konica Minolta Business Solutions U.S.A., Inc.

Name: _____
Please print

Name: _____
Please print

Signature: _____
Date

Signature: _____
Date

Title: _____

Title: _____

LEASE COMPANY USE

- Approved Customer has fulfilled its obligation on current lease.
- Contingent Approval Customer has lease balance of \$ _____ which needs to be satisfied.
- RA # _____ Shipping Instructions _____

Name _____	Signature _____	Title _____	Date _____
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Maintenance Agreement



Maintenance Agreement

Customer Information

Sold to Acct #: <u>0000242224</u>	Payer/Bill to Acct #: <u>0000242224</u>	Ship to Acct #:
Name: <u>CITY OF NORCO</u>	Name: <u>CITY OF NORCO</u>	Name: <u>MULTIPLE SHIP TO LOCATIONS</u>
Attn/Dept:	Attn/Dept:	Attn/Dept:
Ste/Rm:	Ste/Rm:	Ste/Rm:
Address: <u>2870 CLARK AVE</u>	Address: <u>2870 CLARK AVE</u>	Address:
City: <u>NORCO</u>	City: <u>NORCO</u>	City:
State: <u>CA</u> Zip: <u>92860</u>	State: <u>CA</u> Zip: <u>92860</u>	State: Zip:
Tax Exempt Customer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Tax Exemption Number:	Tax Exemption Certificate must be attached when applicable.
PO Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	PO Number:	PO Expiration Date:
<input type="checkbox"/> Individual PO <input type="checkbox"/> Blanket PO	PO Contact:	Email:
Fleet Manager? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Name: <u>BRUNO ANDERSON</u>	Email:
		Ph: <u>951 270 5665</u>

Coverage / Billing Options

Coverage Options:	MFP	Wide Format
Select Options:	<input checked="" type="checkbox"/> Supply Inclusive <input type="checkbox"/> After Hours Service - Requires After Hours Agreement <input checked="" type="checkbox"/> Decline Digital Connected Support*	<input type="checkbox"/> Toner (Black Only) <input type="checkbox"/> 20lb Bond Roll Paper <input type="checkbox"/> Decline Digital Connected Support*
Billing Options:	MFP	Wide Format
Initial Term In Months:	<input checked="" type="checkbox"/> 36 <input type="checkbox"/> 48 <input type="checkbox"/> 60 <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> B/W <input type="checkbox"/> Color	<input type="checkbox"/> 36 <input type="checkbox"/> 48 <input type="checkbox"/> 60 <input type="checkbox"/> Other _____ <input type="checkbox"/> Monthly <input type="checkbox"/> Monthly
Flat Rate Frequency:		
Meter Frequency:		
Aggregate Volume:		
Effective Date:	<input checked="" type="checkbox"/> On Install <input type="checkbox"/> Date:	
Billing Day:	<input checked="" type="checkbox"/> Selected by KMBS <input type="checkbox"/> Preferred Day: _____ (29th, 30th, and 31st are not an available selection)	

Maintenance Pricing

Item	Model Description	Serial Number	Type	Monthly Minimum Volume	Monthly Flat Rate \$	Cost Per Copy Rate \$	Start Meter	Sub Fleet	Price Plan
1	BIZHUB C224E		Color	0		0.05250			
			B/W	0		0.01283			
2	BIZHUB C224E		Color	0		0.05250			
			B/W	0		0.01283			
3	BIZHUB C224E		Color	0		0.05250			
			B/W	0		0.01283			

Additional Equipment on Schedule B

Item	Model Description	Serial Number	Type	Monthly Minimum Volume (Sq. Feet)	Monthly Flat Rate \$	Cost Per Square Foot Rate \$	Start Meter	Sub Fleet	Price Plan
1			Color						
			B/W						

Additional Equipment on Schedule C

Comments

Customer's signature below acknowledges receipt and consent to KMBS Standard Maintenance Terms and Conditions "Schedule A" dated 09/01/2014. Not binding on KMBS until signed by KMBS Manager.

Customer Name: _____ <small>Please Print</small>	KMBS Representative: 
Customer Title: _____	KMBS Manager Name: _____ <small>Please Print</small>
Customer Signature: _____	Date: _____
	KMBS Manager Signature: _____ Date: _____

For Internal Use

Maintenance with Equipment Order: <input type="checkbox"/>	Maintenance Only: <input type="checkbox"/>	Billed by KMBS: <input type="checkbox"/>	Billed by Lease Company: <input type="checkbox"/>	Dealer Serviced: <input type="checkbox"/>
Sales Rep Number: _____	Sales Rep Name: _____	Sales Rep Email Address: _____	Sales District: <u>46508</u>	
Originating: <u>4655575</u>	<u>ELIZABETH MORRIS</u>	<u>EMORRIS@KMBS.KONICAMINOLTA.US</u>		
Order Taking: <u>4655575</u>	<u>ELIZABETH MORRIS</u>	<u>EMORRIS@KMBS.KONICAMINOLTA.US</u>		
Servicing: <u>4655575</u>	<u>ELIZABETH MORRIS</u>	<u>EMORRIS@KMBS.KONICAMINOLTA.US</u>		
			<input checked="" type="checkbox"/> Branch	<input type="checkbox"/> Window



Additional Equipment - Schedule B

Maintenance Pricing								Internal Use	
MFP				Monthly Minimum	Monthly Flat Rate \$	Cost Per Copy Rate \$	Start Meter	MA #	Price Plan
Item	Model Description	Serial Number	Type	Volume				Sub Fleet	
1	BIZHUB C224E		Color	0		0.05250			
			B/W	0		0.01283			
2	BIZHUB C454E		Color	0		0.05292			
			B/W	0		0.00650			
3	BIZHUB C654E		Color	0		0.04750			
			B/W	0		0.00561			
4	BIZHUB C224E		Color	0		0.05250			
			B/W	0		0.01283			
5	BIZHUB C654E		Color	0		0.04750			
			B/W	0		0.00561			
6	BIZHUB C454E		Color	0		0.05292			
			B/W	0		0.06500			
7			Color						
			B/W						
8			Color						
			B/W						
9			Color						
			B/W						
10			Color						
			B/W						
11			Color						
			B/W						
12			Color						
			B/W						
13			Color						
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			B/W						
29			Color						
			B/W						
30			Color						
			B/W						

Customer Initials: _____

CITY OF NORCO STAFF REPORT

TO: Mayor and Members of the Norco City Council

FROM: Andy Okoro, City Manager

PREPARED BY: Roger Grody, Economic Development Consultant

DATE: March 4, 2015

SUBJECT: Sixth Street Electronic Gateway Sign Design and Contract

RECOMMENDATION: Continue this item to a date uncertain.

SUMMARY: Pursuant to direction from City Council, the Economic Development Advisory Council (EDAC) has been pursuing the construction of an electronic gateway sign spanning Sixth Street to publicize community events and enhance Horsetown USA as a visitor's destination. At this time, staff is recommending that the City Council continue this item to a date uncertain to provide staff additional time to finalize the terms of the contract.