



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

**Wednesday, April 20, 2016
City Council Chambers, 2820 Clark Avenue, Norco, CA 92860**

- CALL TO ORDER:** 7:00 p.m.
- ROLL CALL:** Kevin Bash, Mayor
Greg Newton, Mayor Pro Tem
Robin Grundmeyer, Council Member
Berwin Hanna, Council Member
Ted Hoffman, Council Member
- PLEDGE OF ALLEGIANCE:** Mayor Pro Tem Greg Newton
- INVOCATION:** Associate Pastor Daniel Kitheka, Beacon Hill Assembly of God, Swahili Faith Community
- PROCLAMATION:** National Donate Life Month
- RECOGNITIONS:** Norco High School Girls Basketball CIF Champions
Ed Dixon, Economic Development Advisory Council
- PRESENTATIONS:** Norco Horsemen's Association's 2016 Ten Most Needed Trail Improvements
R.J. Brandes, Silverlakes Calendar of Events
- BUSINESS APPRECIATION HONOREE:** Rancho Taco Shop

CITY COUNCIL BUSINESS ITEMS AS FOLLOWS:

- CITY COUNCIL COMMUNICATIONS / REPORTS ON REGIONAL BOARDS AND COMMISSIONS:**
- 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 Special Meeting Workshop Minutes of March 23, 2016 and Regular Meeting Minutes of April 6, 2016. **Recommended Action: Approve the City Council special meeting minutes of March 23, 2016 and regular meeting minutes of April 6, 2016.** (City Clerk)
 - B. Procedural Step to Approve Ordinance after Reading of Title Only. **Recommended Action: Approval** (City Clerk)
 - C. Recap of Actions Taken by the Planning Commission at its Meeting Held on April 13, 2016. **Recommended Action: Receive and file.** (Planning Director)
 - D. Quarterly Investment Report for Quarter Ended March 31, 2016. **Recommended Action: Receive and file.** (Finance Officer)
 - E. Approval of Final Parcel Map 36999, located on the West side of the intersection of Corydon Avenue and River Road. **Recommended Action: 1) Approve parcel Map 36999 and authorize the City Clerk to sign the map on behalf of the City; 2) Approve the TUMF Credit Agreement.** (City Engineer)
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 ITEM:
 - A. Wyle Preservation and Development Zone, Preservation Open Space Plan. (Planning Director)

The property owners of the former Wyle Labs property have started preparing applications seeking entitlements for development. It is not known what is being proposed at this time. The property is zoned Preservation and Development, which calls for the "coordinated development of planned commercial projects in an orderly and aesthetically pleasing manner that recognized and preserves significant natural landscape features, open lands and historical buildings. Permanent residential uses are not permitted. The first step in the entitlement process is to identify those on-site features that need to be preserved in open space before a specific plan can be proposed.

Recommended Action: Approve the proposed preservation open space plan.

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.



**CITY OF NORCO
CITY COUNCIL
SPECIAL MEETING/WORKSHOP MINUTES**

**Wednesday, March 23, 2016
Council Chambers, 2820 Clark Avenue, Norco, CA 92860**

CALL TO ORDER: 4:00 p.m.

ROLL CALL: Kevin Bash, Mayor, **Present**
Greg Newton, Mayor Pro Tem, **Present**
Robin Grundmeyer, Council Member, **Present**
Berwin Hanna, Council Member, **Present**
Ted Hoffman, Council Member, **Present**

PLEDGE OF ALLEGIANCE: Council Member Robin Grundmeyer

Clint Lorimore, Eastvale Council Member and Southern California Association of Governments (SCAG) District 4 Representative, reminded the Council of the SCAG district election on April 4th at the County Administrative Center. Mr. Lorimore offered to meet with the Council Members individually to answer any questions and respectfully asked for their vote.

DISCUSSION ITEMS:

1. Traffic Study Review and Discussion. (Director of Public Works)

Director Chad Blais introduced David Roseman of Albert Grover and Associates, who has been working on all aspects of the traffic study. Mr. Blais presented a summary of the areas included in the traffic study – Hamner Avenue and Sixth Street, Second Street and Interstate 15, Hidden Valley Parkway and Hamner Avenue, and Crestview Avenue.

Hamner Avenue – Dual left turn lanes onto Sixth Street: Director Blais reported that in order to accommodate a dual left turn, an additional lane is needed on Sixth Street. The idea is to have two lanes that can turn right onto the I-15. Albert Grover & Associates is currently working on a proposal for this scenario. This issue would also require the City to obtain land on Sixth Street adjacent to Starbucks. Caltrans is also working on a plan to accommodate dual turn lanes onto the I-15. There is no cost proposal at this time.

Hamner Avenue – Dual left turn lanes onto Second Street: Director Blais report that the issues here are similar to those on Hamner Avenue and Sixth Street. Dual left turn lanes are warranted as there are traffic counts for them. A traffic signing and striping plan has been completed by Albert Grover & Associates. Dual left turn lanes are possible now but excessive vehicle weaving is expected on Second Street unless land for an additional lane is added by removing a portion of the parkway adjacent to Burger King. Caltrans is

currently looking at design options. Director Blais indicated that the cost is estimated at \$30,000 for the dual left lanes only.

Second Street – Sidewalk Improvement: Director Blais commented on the issue on the south east corner of Second Street and the I-15 northbound off-ramp, in which there is a berm that blocks the horsetrail. Director Blais indicated that Caltrans controls the off-ramp at the I-15. The total project cost is estimated at \$520,000. Caltrans has dedicated \$250,000 for sidewalk improvements. Improvements would likely coincide with the additional lane work on Second Street due to dual left turn lane from Hamner Avenue. The sidewalk would be pedestrian only due to Caltrans ruling for funding.

Hamner Avenue – Dual left onto Hidden Valley Parkway: Director Blais reported that the dual left turn lanes are possible without any additional road adjustments on Hidden Valley Parkway. The cost is estimated at \$55,000 and can be included in Fiscal Year 2016-2017 Measure A Capital Improvement Project.

Hidden Valley Parkway – Left turn lane into Hobby Lobby: Director Blais reported on the study of a left turn lane into Hobby Lobby from westbound Hidden Valley Parkway. This intersection is controlled by Caltrans. Caltrans agrees that the unprotected left turn lane into the Hobby Lobby parking lot has a blind spot from oncoming traffic due to median trees. Caltrans has tentatively agreed to provide a protected left turn lane into the parking lot. Director Blais reported that there is potentially no cost to the City.

Director Blais concluded his report and asked for questions from the Council.

Mayor Pro Tem Newton asked for a schedule of completion for the protected left turn lane at Hidden Valley Parkway. In response, Mr. Roseman indicated that staff is discussing the schedule with Caltrans but could be completed within a year. The installation could be extended to another budget cycle if more work is required.

Mayor Pro Tem Newton also asked if the dual lanes on Hamner and Hidden Valley Parkway would need to go to bid. Director Blais indicated that the project would go to bid and that staff could add it to the Capital Improvement Project budget for approval.

Mayor Pro Tem Newton commented on the Hamner Avenue and Second Street projects and that one project is not dependent on the other. Director Blais indicated that a dual project would be more beneficial as the City might be able to obtain more funding.

In regards to the dual left turn lanes on Hamner Avenue and Sixth Street, Council Member Hoffman asked if the City owned a portion of the property adjacent to Starbucks. In response, Director Blais indicated that it was conveyed back to the property owner.

Council Member Hoffman commented about the berm on Second Street. There was some discussion between Council Members and staff about there being no designated horsetrail

in that area. Director Blais stated that the berm is a safety concern since pedestrians must walk out on the street in order to get to the other side of the berm.

Director Blais continued his presentation to report on the North Drive and Crestview Drive traffic calming measures. He indicated that the goal is to develop measure that will reduce cut-through traffic and speed of vehicles using North Drive and Crestview Drive. Mr. Roseman reported that traffic counts were obtained over a 24-hour period, obtained turning movement counts, a speed radar was used to determine the rate of speed of traffic in the area, and accident information was obtained. All these factors were looked at to come up with the recommendations presented.

Director Blais presented existing traffic control conditions in the areas of North Drive, Crestview Drive, Mt. Shasta Drive, Mt. Rushmore Drive, and Eighth Street. Mr. Blais also presented the proposed all-way stop control improvements on Crestview Drive and Mt. Shasta Drive, and Crestview Drive and Eighth Street. He also proposed additional speed limit signs along Crestview Drive and North Drive. Mayor Bash asked what it would take to change the speed limit to 30 mph on North Drive. Director Blais indicated that the current traffic study did not recommend any changes to the current speed limit. Mr. Roseman stated that California law has become increasingly difficult to lower speed limits. The traffic study calls for making drivers aware of the speed limit and then taking measures to get motorists to slow down so that the speed limit may be lowered in the future. State law calls for setting the speed limit at what is called the "85th percentile." This is the speed in which 85 percent of the vehicles travel at or below. There was some discussion regarding enforcement. Lt. Briddick commented that the surveys are put on file with the courts. Every two weeks, the Sheriff's Department takes a comparative traffic study regarding traffic injuries in the City. The priority is always where the injury collisions are taking place. There have been no injury collisions or collisions in this area since the end of 2014. The Sheriff's Department is aware of the citizen complaints and Sheriff deputies have written over 300 citations on Crestview Drive and California Avenue.

Director Blais continued with the presentation of proposed improvements, including a "No Turn on Red between 4pm – 6pm" on the southeast corner of Crestview Drive and North Drive. Mr. Blais also proposed dynamic speed feedback signs on North Drive as well as protected-permissive left turn traffic signal improvements on Sixth Street and California Avenue. Mr. Blais commented on center island median improvements on North Drive such as cost effective visual elements to slow down traffic, roadway marking improvements, and rest-in-red traffic signal operation at North Drive and Crestview Drive.

Mayor Pro Tem Newton also commented on cut-through traffic on Seventh and Eighth Streets. Mr. Roseman indicated that the area was not specifically studied. There was discussion on the need to incorporate that area, and from California Avenue to Valley View Avenue. Council Member Grundmeyer expressed that she was astounded by the numbers noted in the traffic study and agrees that the other areas need to be looked at as well. Ms. Grundmeyer stated that the measures proposed are steps in the right direction.

In regards to the median improvements on North Drive, Mayor Bash and Mayor Pro Tem Newton commented on a gateway sign. Council Member Hoffman asked that staff look into composite speed tables for North Drive.

Marian Silverman Wyman, lives on California, expressed her concern regarding the danger of the traffic in the area, especially for those riding horses. Ms. Wyman suggested changing the speed limit on California Avenue.

2. New Bluff Reservoir Project Review and Discussion. (Director of Public Works)

Director Blais reported on a brief description of the project. The project consists of constructing two 1.2 million gallon reservoirs, adding boosters and chemical feed equipment, upgrading critical components and processes for the existing treatment plant, adding backup power for operation of boosters and the current treatment plant, and constructing a retention basin for collection of onsite run-off. Mr. Blais reported that there are currently four wells and all have some contamination to a degree and have hot water issues. This project would address the high water temperatures. Mr. Blais indicated that the project has several benefits. It provides additional reservoir capacity to allow better management of the water system, it upgrades critical treatment components which will improve overall efficiency of the existing treatment plant, improves blending of sources and overall water quality, and enables the reduction of current high temperature of the groundwater. This project mostly impacts the residents on Bluff. Mr. Blais briefly commented on the bolted tank option and the welded tank option.

Council Member Grundmeyer suggested notifying residents in the area prior to approval. Ms. Grundmeyer also asked if landscaping could be installed on the perimeter of the project. Director Blais stated that staff did not consider landscaping due to maintenance issues, but that it is an option. Council Member Hanna said he supports the project and prefers the bolted tank option. He and Council Member Hoffman also concurred with Council Member Grundmeyer regarding landscaping around the project.

There was some discussion between Mayor Pro Tem Newton and Superintendent Terry Piorkowski regarding long term maintenance for each tank option. Mr. Piorkowski indicated that a welded tank is preferred because they are glass infused which provides for rust and corrosion inhibition. It is also easier maintenance for graffiti abatement. A bolted tank also allows for easier expansion and lasts longer.

ADJOURNMENT

Mayor Bash adjourned the meeting at 5:56 p.m.



**CITY OF NORCO
CITY COUNCIL REGULAR MEETING MINUTES**

**Wednesday, April 6, 2016
City Council Chambers, 2820 Clark Avenue, Norco, CA 92860**

CALL TO ORDER: 7:00 p.m.

ROLL CALL: Kevin Bash, Mayor, **Present**
Greg Newton, Mayor Pro Tem, **Present**
Robin Grundmeyer, Council Member, **Present**
Berwin Hanna, Council Member, **Present**
Ted Hoffman, Council Member, **Present**

PLEDGE OF ALLEGIANCE: Mayor Kevin Bash

INVOCATION: Pastor Rene Parish, Beacon Hill Assembly of God

City Manager Okoro requested to have item 7.A. pulled from the agenda. The item is being pulled off calendar and City Attorney Harper indicated that the item would be re-noticed prior to being re-agendized.

M/S HANNA/HOFFMAN to pull Item 7.A. from the agenda to a date uncertain. The motion was carried by the following roll call vote:

AYES: BASH, GRUNDMEYER, HANNA, HOFFMAN, NEWTON

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

RECOGNITION: City Attorney John Harper – 25 Years of Service

Council Member Hanna presented a certificate of appreciation to City Attorney John Harper for his years of service to the City of Norco.

CITY COUNCIL BUSINESS ITEMS AS FOLLOWS:

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

Mayor Pro Tem Newton:

- Will be attending the Chino Basin Desalter Authority Board meeting April 7th.
- The Western Riverside County Regional Wastewater Authority Board meeting will be on April 28th and invited all to attend a tour of the treatment plant on April 19th. The public may call (951) 571-7220 for more information about the tour.

Public Works Director Chad Blais gave a brief presentation on the plant expansion.

Council Member Hoffman:

- Attended a Local Agency Formation Commission meeting last week. Senator Roth and Assembly Member Melendez submitted a bill that would allow the neighboring cities of Eastvale, Wildomar, Menifee, and Jurupa Valley to recover critical funding.
- Attended the Western Riverside Council of Governments Regional meeting in Temecula.
- Participated in the Southern California Association of Governments district elections on April 4th.
- Attended the George Ingalls Veterans Memorial Committee meeting to finalize details of the George Ingalls Day event on Saturday, April 16th at 10:00 a.m. at the Veterans Memorial.
- Commented on the Rose Eldridge Day event on Saturday, April 16th at 11:30 a.m. at the Senior Center.

Council Member Grundmeyer:

- Attended the Norco Schools Committee meeting. Received updates regarding Measure GG and improvements taking place at Norco High including the implementation of supply chain management courses.
- Attended the UNLOAD meeting last week. Sheriff's Department provided updates on drugs that kids in this area are exposed to.
- Attended an event hosted by the Corona-Norco Stakes of the Church of Jesus Christ of Latter Day Saints regarding religious freedom.
- Toured the former Wyle Labs property this week.
- Attended the Eastvale State of the City Address this week.

Council Member Hanna:

- Attended a Riverside Transit Agency subcommittee meeting today. Discussion included the purchase of sixteen new utility vehicles.
- Reported that Vector Control is preparing for the upcoming warmer months and the West Nile Virus season.
- Attended a speech contest for high school students hosted by the Lions Club.
- Toured the former Wyle Labs property.

Mayor Bash:

- Toured the former Wyle Labs property.
- Visited Norco High School to see the changes taking place in the auto shop department.
- Attended a Measure GG meeting.
- Attended the job fair at Norco College.
- Attended the soccer and equestrian events at Silverlakes this past weekend.
- Attended the Western Riverside Council of Governments regional meeting in Temecula.

2. CITY COUNCIL CONSENT ITEMS:

Council Member Hoffman requested to pull item 2.D. for discussion.

M/S HOFFMAN/HANNA to approve the remaining Consent Calendar items as presented. The motion was carried by the following roll call vote:

AYES: BASH, GRUNDMEYER, HANNA, HOFFMAN, NEWTON
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

- A. City Council Regular Meeting Minutes of March 16, 2016. **Approved the City Council regular meeting minutes.** (City Clerk)
- B. Procedural Step to Approve Ordinance after Reading of Title Only. **Approved.** (City Clerk)
- C. Approval of a Two-Year Extension of the Cooperative Agreement with County of Riverside to Provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services for the City of Norco. **Approved a two-year extension of the Cooperative Agreement with the County of Riverside to provide fire protection, fire prevention, rescue and medical emergency services for the City of Norco.** (City Manager)
- D. Approval to Reallocate Funds from Two 20-Hour Part-Time Positions and Establish a Full-Time Position in the Public Works Department as an Administrative Compliance Coordinator. **Pulled for discussion.** (Public Works Director)

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

- 2.D. Approval to Reallocate Funds from Two 20-Hour Part-Time Positions and Establish a Full-Time Position in the Public Works Department as an Administrative Compliance Coordinator. (Public Works Director)

Council Member Hoffman pulled the item to congratulate the City Manager and staff for creating this position and their innovative thinking.

M/S HOFFMAN/BASH to approve the Administrative Compliance Coordinator job specification and reallocate funding from two 20-hour part-time positions to fund a full-time position. The motion was carried by the following roll call vote:

AYES: BASH, GRUNDMEYER, HANNA, HOFFMAN, NEWTON
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

4. PUBLIC COMMENTS:

Nathan Lanni resides on California Avenue and commented on his unsuccessful attempts to eliminate a home occupation neighboring his home. Mr. Lanni applauded the City's efforts to improve code compliance procedures but expressed his frustrations and requested that more be done. Mr. Lanni presented the Council with photos and audio of the home occupation next door. Mr. Lanni talked about the effects on his family and their reduced quality of life.

Randi Verin commented on an incident that took place on March 24th involving Animal Control and two citations she received for her dog being off leash. Ms. Verin claimed that Animal Control Officer Melvin Sparks was unprofessional. She expressed that the second citation is unwarranted and requested Council's assistance in resolving the matter. Mayor Bash referred Ms. Verin to Deputy City Manager Brian Petree.

Tony Mauro questioned whether or not the recycled water is on at Pikes Peak Park. Mr. Mauro also commented that his dog's foot was amputated and claimed it is due to contamination.

5. LEGISLATIVE MATTER:

- A. **Ordinance No. 1001, Second Reading.** A request to amend Chapter 9.90 revising sub-section B "Smoking" of the Norco Municipal Code to include language for E-Cigarettes. Code Change 2016-01. (City Clerk)

M/S BASH/HANNA to adopt Ordinance No. 1001 for second reading. The motion was carried by the following roll call vote:

AYES: BASH, GRUNDMEYER, HANNA, HOFFMAN, NEWTON

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

6. DISCUSSION / ACTION ITEMS:

- A. Video Recording of City Council Meetings. (City Clerk)

City Clerk Cheryl Link reported that at the November 18, 2015 Council meeting, staff was directed to research the feasibility of recording videos of the City Council meetings. Since that time, staff members have reviewed and evaluated several options. Ms. Link presented four options as described in the staff report: Option No. 1: webcam; Option No. 2: single preset camera; Option No. 3: up to two cameras; Option No. 4: webcasting.

In response to Council Member Grundmeyer, City Clerk Link indicated that the software that will be used to upload the videos to the website has the ability to track the number of views as well as other statistics. IT staff could track that information and report to the City Council on a monthly or quarterly basis.

There was some discussion about the use of IT staff for Options 3 and 4. It was reported that IT staff would be paid time-and-a-half to be present at the Council meetings.

In response to Council Member Hanna, City Clerk Link indicated that there would be no cost to air the videos on the City's government channel with Charter Communications.

Mayor Pro Tem Newton expressed his concern with Options 3 and 4 regarding the amount of staff time needed considering cost and limited staffing. The Council discussed beginning with Option 2, evaluating it over a period of time, and consider upgrading to another option if needed at a later time.

Mike Thompson thanked staff for presenting this item. Mr. Thompson discouraged Option 1 and suggested that Option 2 is a good start.

Lance Gregory thanked staff and the Council for acting on this subject. Mr. Gregory suggested Option 2. He also suggested that the City look into using college or high school IT interns.

M/S HANNA/GRUNDMEYER to approve the videotaping of City Council meetings using Option No. 2 as presented in the staff report. The motion was carried by the following roll call vote:

AYES: BASH, GRUNDMEYER, HANNA, HOFFMAN, NEWTON
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

B. Sheriff's Department Annual Report Presentation for 2015 (Sheriff Lieutenant)

Lt. Briddick and Sgt. Del Valle reported on the 2015 Annual Report, which included a comparative overview of the Norco Sheriff's Office. The presentation also included statistical information on Part 1 crimes, based on the Uniform Crime Reporting Program (UCR). Lt. Briddick reported on a review of the response and performance of patrol operations, traffic enforcement and special enforcement team deputies.

Lt. Briddick presented information on Part 1 crimes reported from 2008-2015. The highest number of Part 1 crimes were reported in 2008. In 2015, there was a 3.8% decrease in Part 1 crimes. In 2015, deputies responded to 691 more calls for service than in 2014. Sgt. Del Valle reported on traffic and indicated that there was a 17.5% decrease in traffic collisions, 81 drivers were arrested for driving under the influence, 2,700 traffic citations issued (195% increase), and of those citations 1,070 were speeding violations.

Council Member Hanna stated that the Sheriff's Department is efficient and responsive. Council Member Grundmeyer expressed that she values the community outreach conducted by the department. Council Member Hoffman commented on the excellent

work done by the department. Mayor Pro Tem Newton stated that the department communicates well.

David Sandidge commented on the good experiences he has had with Sheriff's Department. Mr. Sandidge stated that he lives on Crestview Drive where there has been traffic issues for many years. He has contacted the Sheriff's Department regarding enforcement in that area and they have been very responsive. The number of speeders has decreased. Mr. Sandidge said, however, that in the past four to five months he has not seen enforcement. He presented the Council with photos of a recent traffic collision.

Tony Mauro said he lives on Crestview Drive and expressed that it is a dangerous street. Mr. Mauro said that he was hit by a car on Crestview Drive. Mr. Mauro also commented on the continued problem of mail theft.

M/S NEWTON/BASH to receive and file. The motion was carried by the following roll call vote:

AYES: BASH, GRUNDMEYER, HANNA, HOFFMAN, NEWTON

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

Mayor Bash recessed the meeting at 8:43 p.m. and reconvened at 8:54 p.m.

7. PUBLIC NUISANCE HEARING:

- A. Fees and Costs of Abating a Public Nuisance at 3216 Corona Avenue.
(City Attorney)

This item was removed from the agenda.

8. APPEAL HEARING:

- A. **Conditional Use Permit 2014-33 (Core/Verizon Wireless):** An appeal of the Planning Commission's approval of a request to allow the installation of an unmanned wireless telecommunication facility at 3659 Corona Avenue located within the A-1-20 (Agricultural Low-Density) Zone.
(Planning Director)

Planning Director Steve King reported that the request for Conditional Use Permit (CUP) 2014-33 was approved by the Planning Commission on March 9, 2016, but that decision has been appealed to the City Council based on concerns of radio frequency (RF) emissions. It needs to be noted that telecommunication facilities are regulated by the Federal Communications Commission and that Section 704 of the Telecommunications Act prohibits a local government from regulating "the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of RF emissions to the extent that such facilities comply with FCC regulations concerning such emissions."

Mayor Bash opened the public hearing.

Cindy Kindred indicated that she has lived in Norco for over 40 years. Ms. Kindred expressed her concern for the future of Norco at the expense of the neighbors. She commented that there are other cell towers in the area, less than a mile from her home.

Valerie Burt, lives on Sage Brush, and concurred with Ms. Kindred. She opposes this project.

Joe Briggs expressed his concern about the radiation and opposes this project.

Dora Hernandez expressed her opposition to this project.

With no one else, wishing to speak, Mayor Bash closed the public hearing and returned the discussion back to Council.

The Council requested to hear from the Verizon representatives.

Maree Hoeger, representing Verizon, briefly commented on the progress of the project since it was first submitted over a year ago. Ms. Hoeger indicated that the redesigned project is in full accordance with the Norco Municipal Code. Ms. Hoeger also stated that there is a significant gap in coverage and this project provides more reliability to customers.

Paul Albritton, attorney representing Verizon, touched briefly on federal law that affects Council's decision. He indicated that the Council must have substantial evidence to deny the project and that the Council cannot deny based on RF emissions. He noted that Verizon must follow local ordinances, which it has done. Mr. Albritton recommended that the Council concur with the Planning Commission's approval.

Council Member Grundmeyer asked for an explanation of what constitutes a significant gap in service when there is a cell tower east to west down three blocks and another cell tower north to south down one block. As the demand increases, Ms. Grundmeyer asked if cell towers will be needed within less than one mile of each other. Mr. Albritton indicated that as capacity increases, multiple towers are needed. Some cities have towers within close proximity, based on the need for service, topography, etc. He said capacity demands are based on technology as it emerges.

Mayor Pro Tem Newton referenced Verizon drawing sheet A-1 where it notes "New 2' x 3' handhole in right-of-way by others." Mr. Newton also referenced the Conditions of Approval #27 which states "the Verizon access easement shall not extend into the public right-of-way, which includes the horse trail." Ms. Hoeger explained that the location of the handholes are determined by the utility company. Mr. Albritton indicated that Verizon will work with the relocation but ultimately the power company has control.

Mayor Pro Tem Newton referenced view #5 of the proposed building equipment enclosure. The Norco Municipal Code states that exterior equipment building should be

architecturally similar to the existing building. Director King stated that it is similar in that it has the same stucco material as the church. Mr. Newton also commented on the church's conditional use permit. The church was issued the permit on the basis that it would take into consideration the concerns of its neighbors. With some of the neighbors showing concern, Mr. Newton said it appears that the church is steering away from that premise.

Council Member Hoffman referenced Norco Municipal Code Section 18.13.08 that churches are allowed if they are used for places of religious worship. Mr. Hoffman expressed his concern that allowing a cell tower, the church is no longer just providing religious service; the church is now accepting money. City Attorney Harper indicated that nothing precludes a church from leasing a portion of its building for something that is compatible to the space.

Council Member Hanna expressed concern about the handhole in the horse trail. Mayor Bash stated he wants to be sure that the handhole is out of the horse trail and that the equipment building is architecturally similar to the existing building.

M/S NEWTON/BASH to deny Conditional Use Permit 2014-33 with the following findings: 1) the requested use will adversely affect the general welfare of the persons residing or working in the neighborhood thereof; and 2) the requested use will adversely affect the adjoining land uses. The motion was carried by the following roll call vote:

AYES: BASH, GRUNDMEYER, NEWTON

NOES: HANNA, HOFFMAN

ABSENT: NONE

ABSTAIN: NONE

9. CITY COUNCIL / CITY MANAGER / STAFF COMMUNICATIONS:

Mayor Pro Tem Newton requested to have future City Council agenda packets posted on the website on the Thursdays prior to the meetings. City Clerk Link said that the change would be implemented immediately for City Council agenda packets as well as Commission agenda packets.

Mayor Bash commented that he noticed kids walking along River Road next to the old sewage treatment plant. He expressed his concern about this danger and asked if something can be done.

Director Petree invited the public to attend George Ingalls Day as well as Rose Eldridge Day, both events taking place on Saturday, April 16th.

ADJOURNMENT

Mayor Bash adjourned the meeting at 9:47 p.m.



**CITY OF NORCO
PLANNING COMMISSION REGULAR MEETING
RECAP OF ACTIONS TAKEN**

Wednesday, April 13, 2016
Council Chambers, 2820 Clark Avenue, Norco CA 92860

-
- CALLED TO ORDER: 7:00 p.m.**
- ROLL CALL:**
Patricica Hedges, Chair - **Present**
Robert Leonard, Vice-Chair - **Present**
Danny Azevedo, Commission Member – **Present**
Phil Jaffarian, Commission Member – **Present**
John Rigler, Commission Member - **Present**
- PLEDGE OF ALLEGIANCE: Commission Member Jaffarian**
- APPEAL NOTICE: Read by Planning Director King**
1. **PUBLIC COMMENTS: Received and Filed**
 2. **APPROVAL OF MINUTES:**
 - A. Minutes of Special Meeting/Study Session of February 10, 2016.
Recommended Action: Approval (Deputy City Clerk): **Approved 4-0-1**
 3. **CONTINUED PUBLIC HEARING:**
 - A. **Conditional Use Permit 2015-40 (Sandoval):** A request for approval to allow a detached accessory building consisting of a 1,750 square-foot barn/storage building at 219 Gulfstream Lane located within the A-1-20 (Agricultural Low Density) Zone. Recommended Action: Approval (Senior Planner)
Action: Denied 4-1 (Jaffarian voting against the denial); action final unless appealed to the City Council within 10 calendar days.
 4. **PUBLIC HEARINGS:**
 - A. **Conditional Use Permit 2014-10/Variance 2014-05 (Swaminarayan Gurukul-USA/Patolia):** A request for approval to allow the development of a temple and cultural center on a vacant parcel (APN 130-240-031) located on the west side of Norconian Drive; between Norco Drive and Fifth Street, within the A-1-20 (Agricultural Low Density) Zone. A variance is being requested from the maximum allowed height of 35 feet to allow a building dome height of about 46 feet. Recommended Action: Approval (Senior Planner)
Action: Denied 5-0; action final unless appealed to the City Council within 10 calendar days.

- B. **Conditional Use Permit 2016-04 (Wrye):** A request for approval to allow a detached accessory building consisting of a 2,000 square-foot workshop/storage building at 4760 Roundup Road located within the A-1-20 (Agricultural Low Density) Zone. Recommended Action: Approval (Senior Planner)
Action: Denied without prejudice 5-0; action final unless appealed to the City Council within 10 calendar days.
- C. **Conditional Use Permit 2015-43 (Wold):** A request to allow a detached accessory building consisting of a 1,500 square-foot storage building at 4058 Sundance Lane located within the A-1-20 (Agricultural Low Density) Zone. Recommended Action: Approval (Senior Planner)
Action: Denied without prejudice 5-0; action final unless appealed to the City Council within 10 calendar days.
- D. **Conditional Use Permit 2016-06 (Paul Bianco's Good Car Company):** A request to establish a used car/light truck dealership, with associated sales office, repair bays, and sales parking lot, as the primary use in an existing vacant car dealership building located at 2000 Hamner Avenue on the southwest corner of Hamner Avenue and Auto Mall Drive (APN 126-120-015, 016), in the Auto Mall Specific Plan. Recommended Action: Approval (Planning Director)
Action: Approved 5-0; action final unless appealed to the City Council within 10 calendar days.

5. BUSINESS ITEMS:

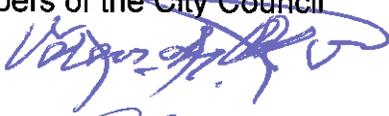
- A. **Site Plan 2016-03 (Ross):** A request to allow a detached accessory building consisting of an 864 square-foot garage/storage building at 2421 Reservoir Drive located within the A-1-20 (Agricultural Low Density) Zone. Recommended Action: Approval (Senior Planner)
Action: Approved 5-0; action final unless appealed to the City Council within 10 calendar days.
- B. **Site Plan 2016-05 (Spangler Construction):** A request to allow a detached accessory building consisting of an 802 square-foot garage at 4335 Center Avenue located within the A-1-20 (Agricultural Low Density) Zone. Recommended Action: Approval (Senior Planner)
Action: Approved 5-0; action final unless appealed to the City Council within 10 calendar days.

6. PLANNING COMMISSION / STAFF COMMUNICATIONS: **None**

ADJOURNMENT: 10:20 p.m.

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Gina Schuchard, Finance Officer 

DATE: April 20, 2016

SUBJECT: Quarterly Investment Report for Quarter Ended March 31, 2016

RECOMMENDATION: Receive and file the Quarterly Investment Report for the Quarter Ended March 31, 2016.

SUMMARY: Staff is recommending that the City Council receive and file the City's quarterly investment report for the quarter ended March 31, 2016. This report has been prepared to meet the requirements of the City's Investment Policy and applicable sections of the State of California Government Code.

BACKGROUND/ ANALYSIS: The City's Investment Policy requires the Treasurer to render a quarterly report to the legislative body. The report is to be prepared in accordance with Government Code Section 53646 (b)(1) and should contain detailed information on all securities, investments, and monies of the local agency; a statement of compliance of the portfolio with the Statement of Investment Policy; and a statement of the City's ability to meet its cash flow requirements for the next six months. This report, which is for the quarter ended March 31, 2016, meets the requirements of the Investment Policy and Government Code. It covers funds of the City and the Successor Agency to the former Norco Redevelopment Agency.

The attached schedules (attachments 1 through 4) have been prepared to meet the detailed requirements of the Government Code and the City's Investment Policy as approved by the Council on May 7, 2015. It is to be noted that the Investment Policy excludes certain investments (bond proceeds) from these requirements. This means that bond proceeds are invested in accordance with the provisions of the bond indentures rather than the provisions of the Investment Policy. Consequently, in determining whether the operating portfolio holdings are in compliance with the Government Code and the approved Investment Policy, investments of bond proceeds have been excluded.

Attachment 1 provides a summary schedule of the City's operating portfolio holdings by type as of March 31, 2016. This summary also provides information on whether or not each investment category complies with the limitations imposed by state law and the City's Investment Policy. Investments that are subject to the Statement of Investment Policy are operating/idle funds invested by the Treasurer within the provisions of the approved Investment Policy. During the quarter ended March 31, 2016, the operating

portfolio increased by a net amount of \$0.25 million from \$42.8 million to \$43 million due to cash receipts exceeding disbursements. The excess of cash receipts over cash disbursements was anticipated during the quarter as revenue receipts during the third quarter of the fiscal year usually exceeds disbursements for expenditures. This is due to first installment of property of tax, sales tax in-lieu and vehicle license fees being received during the quarter. However, it is only a slight increase as compared to the same quarter in 2015 due to increased expenditures for water projects and a net reduction in revenue received for the Successor Agency activities.

Attachment 2 provides a graphical breakdown of the operating portfolio holdings by investment type as of March 31, 2016. This chart is for investments that are subject to the Investment Policy. The operating portfolio consisted of 94.13% investment in the State of California Local Agency Investment Fund (LAIF). The remaining 5.87% comprises of cash and certificates of deposit.

A summary of investments not subject to the provisions of the Investment Policy (bond proceeds and debt service reserve funds) is also shown on Attachment 1. These funds are invested in accordance with applicable bond indenture provisions. During the quarter ended March 31, 2016, bond proceeds and debt service reserve fund portfolio decreased by a net amount of \$0.1 million from \$12.0 million to \$11.9 million due to disbursements to pay for capital project expenditures.

Attachment 3 provides a detailed listing of the City's portfolio holdings as required by the Government Code. In this listing, "N/A" is used to denote that the information is either not available or applicable. The market value of investments in LAIF has been reported to equal cost because the City's investments in the pool are readily liquid and the market value of these investments approximates cost. Agency Securities issued by United States Government Sponsored Entities (GSEs) are rated "AA+" by Moody's rating service and "AAA" by Fitch rating service.

CASH FLOWS: Based on cash balances as of March 31, 2016 and anticipated cash receipts for the next six months, staff estimates that there will be sufficient cash to cover disbursements for the City and Successor Agency for the next six months ending September 30, 2016.

FINANCIAL IMPACT: Not Applicable.

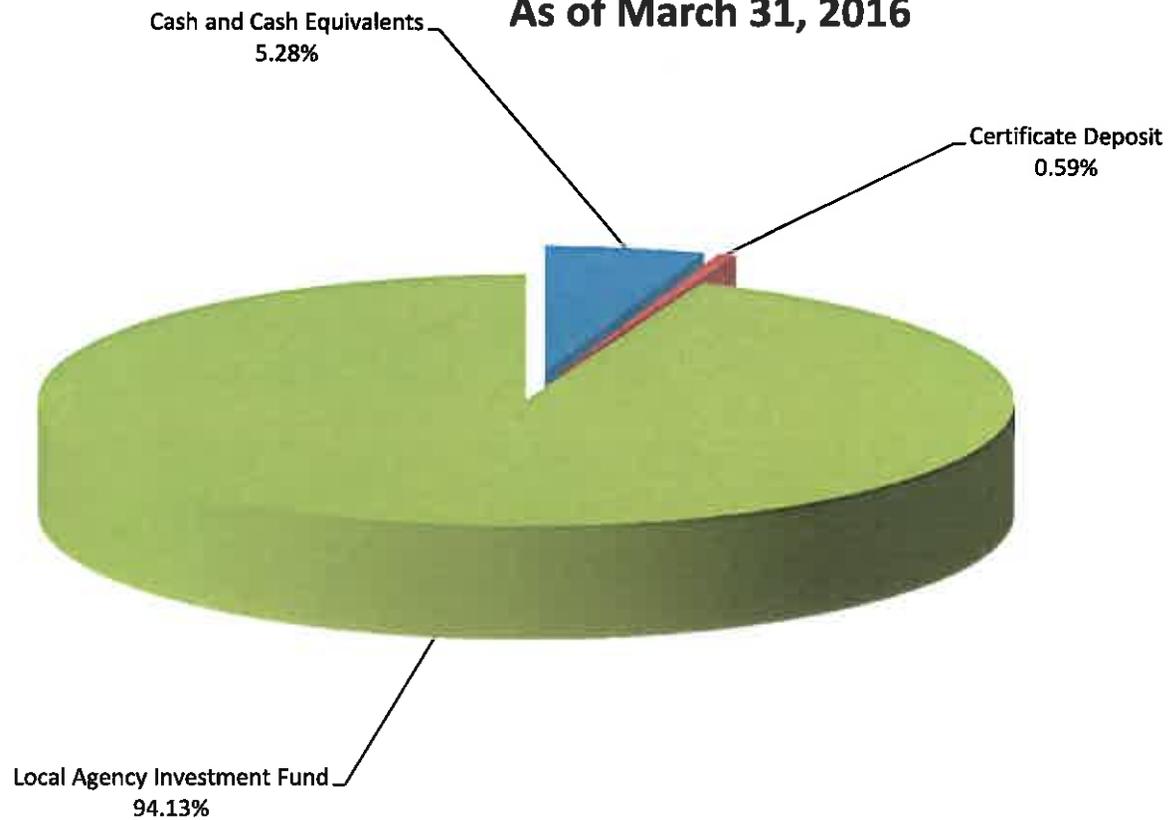
- Attachments:
- 1 - Portfolio Summary
 - 2 - Summary of City Portfolio (graph)
 - 3 - Portfolio Details
 - 4 - Certification Form

**City of Norco, California
Portfolio Summary
As of March 31, 2016**

City Investments Subject to Investment Policy	Market Value	Percentage	Policy Maximum	Compliance
Cash and Cash Equivalents	\$ 2,273,869	5.28%	15.00%	In Compliance
Certificate Deposit	255,531	0.59%	30.00%	In Compliance
Local Agency Investment Fund	40,525,572	94.13%	\$50.0 Million	In Compliance
Total	\$ 43,054,972	100.00%		

City Investments Not Subject to Investment Policy	Market Value	Percentage
Community Facilities Districts	\$ 2,437,254	20.45%
Sewer and Water System	1,438,563	12.07%
Refunding Tax Allocation Bonds	8,044,132	67.48%
Total	\$ 11,919,948	100.00%

**Summary of City Portfolio
(Investments Subject to Investment Policy)
As of March 31, 2016**



City of Norco, California
 Portfolio Details
 As of March 31, 2016

Investments Subject to Policy

Cash & Cash Equivalents

Purchase Date	Maturity Date	CUSIP #	Description of Security	Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
N/A	N/A	N/A	Checking Accounts	Wells Fargo	N/A	N/A	0.00%	N/A	2,273,869	2,273,869
			Subtotal	Wells Fargo					2,273,869	2,273,869
4/20/2015	4/19/2016	2329958022	Certificate Deposit	Citizen Business Bk	N/A	0.35%	0.35%	N/A	102,548	102,548
3/25/2016	12/3/2016	2329958065	Certificate Deposit	Citizen Business Bk	N/A	0.25%	0.25%	N/A	152,982	152,982
			Subtotal	Wells Fargo					255,531	255,531

Local Agency Investment Fund

Purchase Date	Maturity Date	CUSIP #	Description of Security	Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
N/A	N/A	N/A	Local Agency Investment Fund	State of California	N/A	N/A	N/A	N/A	40,525,572	40,525,572
			Subtotal						40,525,572	40,525,572
<u>Total Investments Subject to Policy</u>									43,064,972	43,064,972

City of Norco, California
 Portfolio Details
 As of March 31, 2016

Investments Not Subject to Policy (Bond Proceeds)
Community Facilities Districts

Cash and Cash Equivalents

Purchase Date	Maturity Date	CUSIP #	Description of Security	Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
N/A	N/A	N/A	First American Government Obligation	791884004 US Bank	N/A	N/A	0.01%	N/A	13,264	13,264
N/A	N/A	N/A	First American Government Obligation	794148000 US Bank	N/A	N/A	0.00%	N/A	1	1
N/A	N/A	N/A	First American Government Obligation	794148002 US Bank	N/A	N/A	0.01%	N/A	3,263	3,263
Subtotal									16,527	16,527

Local Agency Investment Fund

Purchase Date	Maturity Date	CUSIP #	Description of Security	Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
N/A	N/A	N/A	Local Agency Investment Fund	CFD 93-1 State of California	N/A	N/A	N/A	N/A	107,839	107,639
N/A	N/A	N/A	Local Agency Investment Fund	CFD 2002-1 State of California	N/A	N/A	N/A	N/A	54,350	54,350
Subtotal									161,989	161,989

U.S. and Agency Securities

Purchase Date	Maturity Date	CUSIP #	Description of Security	Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value	
12/14/2015	12/14/2018	3134G8AV1 (1)	F H L M C M T N	794148002 US Bank	AAA*	0.875%	0.875%	1,740,000	1,740,000	1,742,645	
7/28/2015	7/28/2020	3130A5YA1	Federal Home Loan Bank	794148002 US Bank	AAA*	1.90%	1.89%	4,000	4,000	4,016	
3/30/2016	3/23/2021	3136G3CR4 (2)	F N M A M T N	791884004 US Bank	AAA*	1.00%	1.00%	512,000	512,000	512,077	
									2,256,000	2,256,000	2,258,738

Total Community Facilities Districts

2,434,516 **2,437,254**

Investments Not Subject to Policy (Bond Proceeds)
Sewer and Water System

Cash and Cash Equivalents

Purchase Date	Maturity Date	CUSIP #	Description of Security	Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
N/A	N/A	N/A	U.S. Bank N.A. Open, Commerical Paper	130584001 US Bank	N/A	N/A	0.00%	N/A	9,063	9,063
Subtotal									9,063	9,063

City of Norco, California
 Portfolio Details
 As of March 31, 2016

U.S. and Agency Securities

Purchase Date	Maturity Date	CUSIP #	Description of Security	Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
8/19/2015	9/8/2016	3133EEXS4	Federal Farm Credit Banks	130584001 US Bank	AAA*	0.45%	0.45%	1,430,000	1,430,000	1,429,500
Subtotal									1,430,000	1,429,500
Total Sewer and Water System									1,439,063	1,438,563

*Investments Not Subject to Policy (Bond Proceeds)
 Assessment Districts*

*Investments Not Subject to Policy (Bond Proceeds)
 Refunding Tax Allocation Bonds*

Cash & Cash Equivalents

Purchase Date	Maturity Date	CUSIP #	Description of Security	Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
N/A	N/A	N/A	U.S. Bank N.A. Open, Commerical Paper	94662507 US Bank	N/A	N/A	0.00%	N/A	1,200,836	1,200,836
N/A	N/A	N/A	First American Government Obligation	792126003 US Bank	N/A	N/A	0.01%	N/A	3,428	3,428
N/A	N/A	N/A	First American Government Obligation	792126004 US Bank	N/A	N/A	0.00%	N/A	1,505	1,505
N/A	N/A	N/A	U.S. Bank N.A. Open, Commercial Paper	129543003 US Bank	N/A	N/A	0.00%	N/A	2,706	2,706
N/A	N/A	N/A	US Bank Money Market	140828001 US Bank	N/A	N/A	0.12%	N/A	8	8
N/A	N/A	N/A	US Bank Money Market	140828002 US Bank	N/A	N/A	0.00%	N/A	2	2
N/A	N/A	N/A	US Bank Money Market	140828004 US Bank	N/A	N/A	0.10%	N/A	5,187	5,187
N/A	N/A	N/A	US Bank Money Market	140828005 US Bank	N/A	N/A	0.07%	N/A	14	14
N/A	N/A	N/A	US Bank Money Market	210857001 US Bank	N/A	N/A	0.00%	N/A	3	3
N/A	N/A	N/A	US Bank Money Market	210857002 US Bank	N/A	N/A	0.00%	N/A	5	5
N/A	N/A	N/A	US Bank Money Market	210857003 US Bank	N/A	N/A	0.10%	N/A	5,852	5,852
N/A	N/A	N/A	US Bank Money Market	210858001 US Bank	N/A	N/A	0.00%	N/A	4	4
N/A	N/A	N/A	US Bank Money Market	210858002 US Bank	N/A	N/A	0.11%	N/A	18	18
N/A	N/A	N/A	US Bank Money Market	210858003 US Bank	N/A	N/A	0.10%	N/A	9,985	9,985
Subtotal									1,229,554	1,229,554

Local Agency Investment Fund

Purchase Date	Maturity Date	CUSIP #	Description of Security	Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
N/A	N/A	N/A	Local Agency Investment Fund	2010 TABs State of California	N/A	N/A	N/A	N/A	22,707	22,707
N/A	N/A	N/A	Local Agency Investment Fund	2003 TABs State of California	N/A	N/A	N/A	N/A	597,488	597,488
Subtotal									620,194	620,194

City of Norco, California
 Portfolio Details
 As of March 31, 2016

U.S. and Agency Securities

Purchase Date	Maturity Date	CUSIP #	Description of Security	Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
8/19/2015	9/8/2016	3133EEXS4	Federal Farm Credit Banks	94662507 US Bank	AAA*	0.450%	0.450%	570,000	570,000	569,801
12/14/2015	12/14/2018	3134G8AV1 (1)	F H L M C M T N	792126003 US Bank	AAA*	0.875%	0.875%	1,558,000	1,558,000	1,560,368
12/14/2015	12/14/2018	3134G8AV1 (1)	Federal Home Loan Mtg Corp	129543003 US Bank	AAA*	0.875%	0.875%	977,000	977,000	978,485
3/30/2016	3/23/2021	3136G3CR4 (2)	F N M A M T N	140828004 US Bank	AAA*	1.000%	1.00%	1,488,000	1,488,000	1,488,223
7/28/2015	7/28/2020	3130A5YA1	Federal Home Loan Bks	210858003 US Bank	AAA*	1.900%	1.89%	1,051,000	1,051,000	1,055,299
7/28/2015	7/28/2020	3130A5YA1	Federal Home Loan Bks	210857003 US Bank	AAA*	1.900%	1.89%	540,000	540,000	542,209
Subtotal								6,184,000	6,184,000	6,194,384
Total Refunding Tax Allocation Bonds									8,033,748	8,044,132
<u>Total Investments Not Subject to Policy</u>									11,907,327	11,919,948

* On August 5, 2011 S&P Lowered US Debt Rating to AA+, Fitch and Moody's Ratings are Still AAA

1) Step up rates: 0.75% to 3/14/16, .875% to 6/14/16, 1% to 9/14/16, 1.125% to 12/14/16, 1.25% to 3/14/17, 1.375% to 6/14/17, 1.5% to 9/14/17, 1.75% to 12/14/17, 2% to 3/14/18, 2.5% to 6/14/18, 2.75% to 9/14/18, and 3% to 12/14/18.

2) Step up rates: 1% to 9/23/16, 1.25% to 3/23/17, 1.5% to 9/23/17, 1.75% to 3/23/18, 2% to 9/23/18, 2.25% to 3/23/19, 2.5% to 9/23/19, 2.75% to 3/23/20, 3% to 9/23/20, and 3.25% to 3/23/21.

Attachment 4

Quarterly Investment Portfolio

For the Quarter Ended March 31, 2016

As required by the Government Code, the Treasurer certifies that the investments reported in the accompanying schedules (Attachments 1 through 3) comply with the City of Norco Investment Policy and that sufficient liquidity along with anticipated revenues are available to meet the City and Successor Agency budgeted expenditure requirements for the next six months ending September 30, 2016.

Gina Schuchard

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Sam Nelson, Associate Engineer 

DATE: April 20, 2016

SUBJECT: Approval of Final Parcel Map 36999, Located on the West Side of the intersection of Corydon Avenue and River Road.

RECOMMENDATION: Motion 1: Approve Parcel Map 36999 and authorize the City Clerk to sign the map on behalf of the City.

Motion 2: Approve the TUMF Credit Agreement

SUMMARY: The City Council considered this matter on December 2, 2015 when Tentative Parcel Map 36999 was approved. The owners are now requesting approval of a final parcel map which subdivides their property of approximately 13.7 acres into 9 parcels. The site has frontage on River Road and Corydon Avenue of approximately 1,320 feet and 465 feet respectively with an overall depth of 500 feet. The map meets City requirements and is ready for acceptance.

BACKGROUND/ANALYSIS: On December 2, 2015, the City Council approved Tentative Parcel Map 36999 which subdivides an approximate 13.7 acre parcel into nine parcels. The property is located at the westerly intersection of River Road and Corydon Avenue.

As indicated by the Conditions of Approval the developer will be widening River Road along the projects frontage to provide an additional lane of travel on the west side of the road. The addition of the new driving lane qualifies for a TUMF (Traffic Uniform Mitigation Fee) credit of \$280,000 as the portion of River Road to be widened is listed within the most recent TUMF Nexus. The Western Riverside Council of Governments (WRCOG) has prepared a TUMF Credit Agreement between the City of Norco and the developer that outlines the TUMF Credit amount. The Credit Agreement is approved by the City since it is the City that collects the TUMF and transmits the money to WRCOG, and is therefore responsible for collecting the correct fee amount.

The map has been submitted for review, and is in substantial compliance with the approved Tentative Parcel Map, as well as all applicable codes. The subdivision meets all requirements of the resolution approving the tentative map. The developer has paid City fees in conjunction with this map.

FINANCIAL IMPACT: N/A

Attachment: Parcel Map 36999
TUMF Credit Agreement

Agenda Item: 2.E.

9 PARCELS
14.153 ACRES GROSS
13.782 ACRES NET

PARCEL MAP NO. 36999

IN THE CITY OF NORCO, COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF PARCEL 1 OF PARCEL MAP NO. 17414, FILED IN BOOK 96, PAGE 14, OF PARCEL MAPS; PORTIONS OF RIVER ROAD, CORYDON STREET, AND JAMESON STREET, BY DOCUMENT RECORDED FEBRUARY 26, 1982 AS INSTRUMENT NO. 63702; A PORTION OF MAIN STREET, PALM AVENUE AND ALLEYS VACATED BY THE BOARD OF SUPERVISORS ON APRIL 26, 1931 IN BOOK 23, PAGE 272, ALL IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, TOGETHER WITH LOTS 2-23, INCLUSIVE OF BLOCK 27 AND A PORTION OF BLOCK 28 OF THE TOWN OF AUBURNDALE, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 21, OF MAPS; WITH LOTS 11 AND 12 OF BLOCK 67, AUBURNDALE COLONY AND TOWNSTE, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 20, OF MAPS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

DRC ENGINEERING, INC.
ANAHEIM, CALIFORNIA FEBRUARY 2015

RECORDER'S STATEMENT
FILED THIS _____ DAY OF _____ 2015
AT _____ IN BOOK _____ OF PARCEL MAPS AT
PAGES _____ AT THE REQUEST OF THE
CITY CLERK OF THE CITY OF NORCO.
NO.
FEE:

PETER ALONZA, ASSESSOR - COUNTY CLERK - RECORDER

BY: _____
DEPUTY

SUBDIVISION GUARANTEED: FIRST AMERICAN TITLE INSURANCE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID LAND; AND THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY DEDICATE TO PUBLIC USE, FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES, RIVER ROAD AND CORYDON STREET, BOTH AS SHOWN HEREON.

WE ALSO HEREBY DEDICATE TO THE CITY OF NORCO THE VEHICULAR ACCESS RIGHTS AS SHOWN HEREON.

SAM DEKRUYF AND DOT HELEN DEKRUYF, TRUSTEES OF THE DEKRUYF FAMILY TRUST ESTABLISHED JUNE 21, 1983.

BY: [Signature] BY: [Signature]
NAME: SAM DEKRUYF NAME: DOT HELEN DEKRUYF
ITS: MEMBER ITS: MEMBER

THE CITY OF NORCO, SUCCESSOR IN INTEREST TO THE COUNTY OF RIVERSIDE

BY: _____ BY: _____
NAME: _____ NAME: _____
ITS: _____ ITS: _____

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ _____.

DATE: _____
DON KENT
COUNTY TAX COLLECTOR
BY: _____
DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

CASH OR SURETY BOND
DON KENT
COUNTY TAX COLLECTOR

BY: _____ DATE: _____
DEPUTY

ABANDONMENT NOTE:

PURSUANT TO SECTION 66448(d) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP CONSTITUTES THE ABANDONMENT OF THOSE STREETS AND ACCESS RESTRICTIONS ACQUIRED BY THE CITY OF NORCO AS FOLLOWS:

PORTIONS OF CORYDON STREET, RIVER ROAD, JAMESON STREET ACQUIRED BY THE CITY OF NORCO ON FEBRUARY 26, 1982 BY INSTRUMENT NO. 63702, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

ACCESS RESTRICTIONS TO RIVER ROAD ACQUIRED BY THE CITY OF NORCO ON PARCEL MAP 17414 FILED IN BOOK 96, PAGE 14, OF PARCEL MAPS.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE. AT THE REQUEST OF LEWIS RETAIL CENTERS ON SEPTEMBER 1, 2010, I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE NINETY (90) DAYS OF ACCEPTANCE OF IMPROVEMENTS, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

[Signature]
PARCEL R. APOSTHELOS
P.L.S. 7734
DATE: 3-16-16



CITY ENGINEER'S CERTIFICATE

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL SUBDIVISION ORDINANCES OF THE CITY OF NORCO APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DOMINIC G. MILANO
CITY ENGINEER - CITY OF NORCO
LICENSE EXPIRES: 3/31/2017
RCE 27172
DATE: _____



CITY CLERK'S CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF NORCO)

I HEREBY CERTIFY THAT THIS MAP CONSISTING OF 5 SHEETS WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF NORCO AT A REGULAR MEETING THEREOF HELD ON THE _____ TH DAY OF _____, 20____.

AND THAT THEREUPON SAID COUNCIL DID, BY A MOTION DULY SECONDED AND PASSED, APPROVE SAID MAP.

SAID COUNCIL DID ACCEPT ON BEHALF OF THE PUBLIC, ALL STREETS, HIGHWAYS AND OTHER PUBLIC WAYS SHOWN HEREON ON SAID MAP.

SAID COUNCIL DID ACCEPT THE VEHICULAR ACCESS RIGHTS AS SHOWN HEREON.

AND WE HEREBY ACCEPT ON BEHALF OF THE PUBLIC, THE VACATION OF RIVER ROAD AND JAMESON STREET, BOTH AS SHOWN HEREON.

SAID COUNCIL, PURSUANT TO SECTION 66448(d) OF THE SUBDIVISION MAP ACT, DID ABANDON THOSE STREETS AND ACCESS RESTRICTIONS ACQUIRED BY THE CITY OF NORCO AS FOLLOWS:

PORTIONS OF CORYDON STREET, RIVER ROAD, JAMESON STREET ACQUIRED BY THE CITY OF NORCO ON FEBRUARY 26, 1982 BY INSTRUMENT NO. 63702, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

ACCESS RESTRICTIONS TO RIVER ROAD ACQUIRED BY THE CITY OF NORCO ON PARCEL MAP 17414 FILED IN BOOK 96, PAGE 14, OF PARCEL MAPS.

DATED THIS _____ DAY OF _____, 20____.

CHERYL LINK
CITY CLERK - CITY OF NORCO

SEE SHEET 2 FOR NOTARY ACKNOWLEDGMENTS

9 PARCELS
14.153 ACRES GROSS
13.782 ACRES NET

PARCEL MAP NO. 36999

IN THE CITY OF NORCO, COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

DRG ENGINEERING, INC.
ANAHEIM, CALIFORNIA FEBRUARY 2015

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ON MARCH 22, 2016 BEFORE ME, BRANDY SAY
NOTARY PUBLIC, PERSONALLY APPEARED SARA DEBESQUE WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY
HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF
OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT
THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE [Signature] MY PRINCIPAL PLACE OF BUSINESS IS
IN SAN BERNARDINO COUNTY
BRANDY SAY MY COMMISSION EXPIRES NOV. 14, 2017
(NAME PRINTED) MY COMMISSION NUMBER 26516016

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ON MARCH 22, 2016 BEFORE ME, BRANDY SAY
NOTARY PUBLIC, PERSONALLY APPEARED DAVE WELCH WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY
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STATE OF _____
COUNTY OF _____

ON _____ BEFORE ME, _____ WHO
NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
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MY COMMISSION EXPIRES _____
MY COMMISSION NUMBER _____
(NAME PRINTED)

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COUNTY OF _____

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MY COMMISSION EXPIRES _____
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COUNTY OF _____

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MY COMMISSION EXPIRES _____
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STATE OF _____
COUNTY OF _____

ON _____ BEFORE ME, _____ WHO
NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
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WITNESS MY HAND:

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS
IN _____ COUNTY
MY COMMISSION EXPIRES _____
MY COMMISSION NUMBER _____
(NAME PRINTED)

SCALE: 1" = 50'

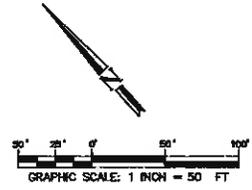
SHEET 4 OF 5

PARCEL MAP NO. 36999

IN THE CITY OF NORCO, COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

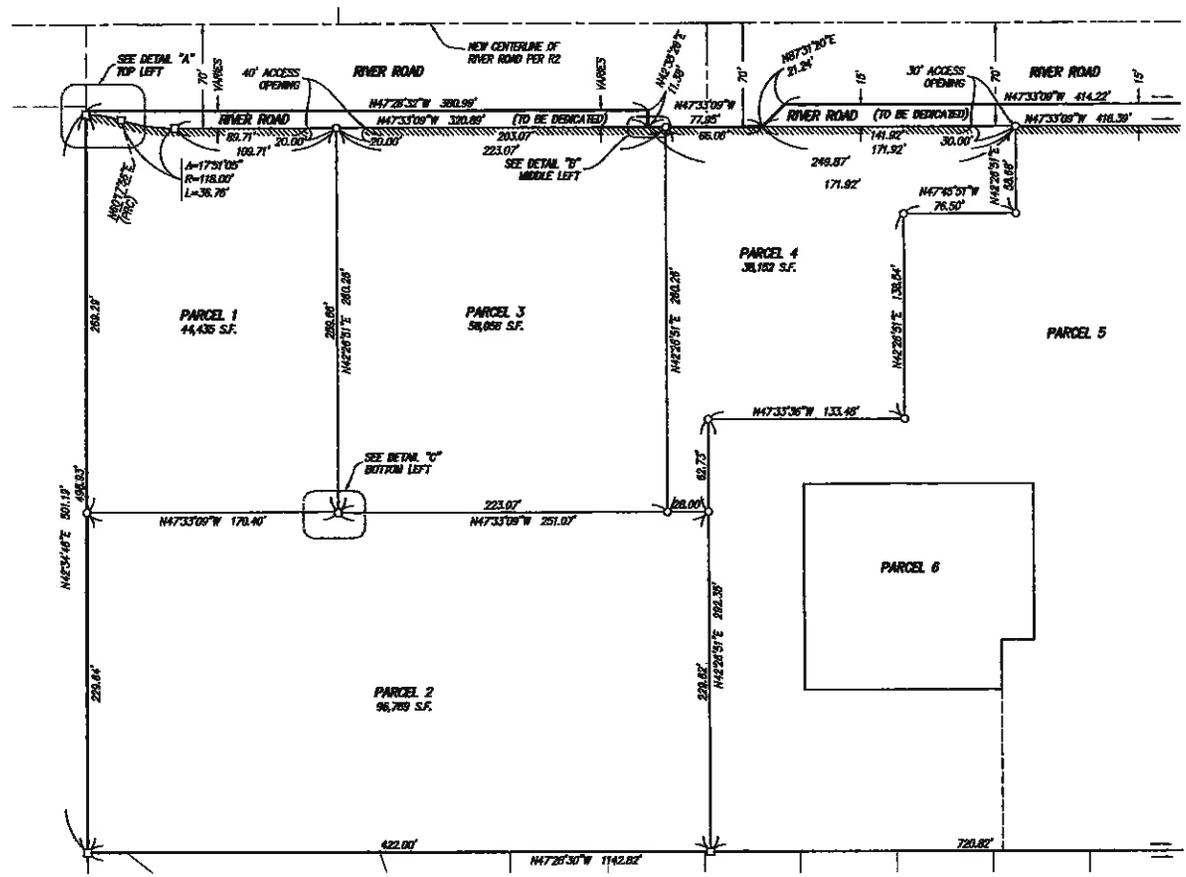
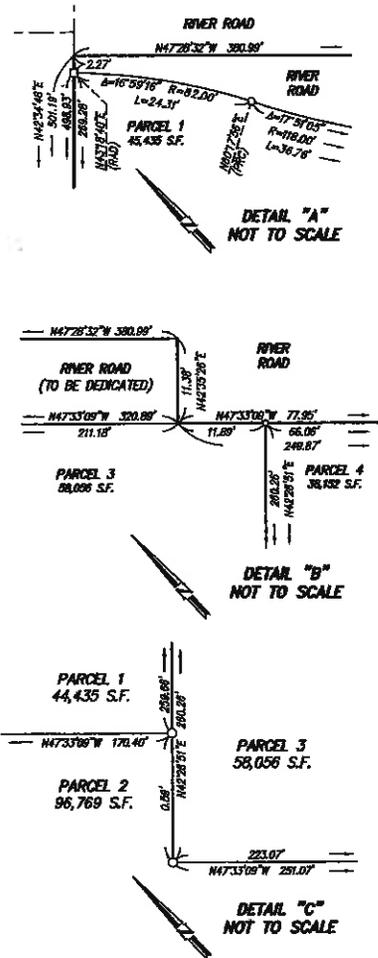
DRG ENGINEERING, INC.
ANAHEIM, CALIFORNIA FEBRUARY 2015

DETAIL OF PARCELS 1-4



SEE SHEET 5

SEE SHEET 5



**IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

This **IMPROVEMENT AND CREDIT AGREEMENT** (“Agreement”) is entered into this 20th day of April, 2016, by and between the City of Norco, [a California municipal corporation (“AGENCY”), and LDK Norco, LLC, a Delaware Limited Liability corporation, with its principal place of business at 1156 N. Mountain Avenue Upland, CA 91785 (“Developer”). AGENCY and Developer are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, Developer owns 13.70 acres of real property located within the AGENCY of Norco, California, which is more specifically described in the legal description set forth in Exhibit “A”, attached hereto and incorporated herein by this reference (“Property”);

WHEREAS, Developer has requested from AGENCY-certain entitlements and/or permits for the construction of improvements on the Property, which are more particularly described as Mitigated Negative Declaration for construction of a 113,000 S.F. Grocery Anchored (“Project”);

WHEREAS, the AGENCY is a member agency of the Western Riverside Council of Governments (“WRCOG”), a joint powers agency comprised of the County of Riverside and 17 cities located in Western Riverside County. WRCOG is the administrator for the Transportation Uniform Mitigation Fee (“TUMF”) Program;

WHEREAS, as part of the TUMF Program, the AGENCY has adopted “Transportation Uniform Mitigation Fee Nexus Study: 2009 Update” (“2009 Nexus Study”)

WHEREAS, as a condition to AGENCY’s approval of the Project, AGENCY has required Developer to construct certain street and transportation system improvement(s) of regional importance (“TUMF Improvements”);

WHEREAS, pursuant to the TUMF Program, the AGENCY requires Developer to pay the TUMF which covers the Developer’s fair share of the costs to deliver those TUMF Improvements that help mitigate the Project’s traffic impacts and burdens on the Regional System of Highways and Arterials (also known as the “TUMF Network”), generated by the Project and that are necessary to protect the safety, health and welfare of persons that travel to and from the Project using the TUMF Network;

WHEREAS, the TUMF Improvements have been designated as having Regional or Zonal Significance as further described in the 2009 Nexus Study and the 5 year Transportation Improvement Program as may be amended;

WHEREAS, AGENCY and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely delivery of the TUMF Improvements, (2) to ensure that delivery of the TUMF Improvements is undertaken as if the TUMF Improvements were constructed under the direction and authority of the AGENCY, (3) to provide a means by which the Developer's costs for project delivery of the TUMF Improvements and related right-of-ways is offset against Developer's obligation to pay the applicable TUMF for the Project in accordance with the TUMF Administrative Plan adopted by WRCOG, and (4) to provide a means, subject to the separate approval of WRCOG, for Developer to be reimbursed to the extent the actual and authorized costs for the delivery of the TUMF Improvements exceeds Developer's TUMF obligation.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and AGENCY hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Construction of TUMF Improvements. Developer shall construct or have constructed at its own cost, expense, and liability certain street and transportation system improvements generally described as **One Additional Lane on the West Side of River Road in the City of Norco for a distance of Fourteen Hundred and Fifty (1,450) Linear Feet**, and as shown more specifically on the plans, profiles, and specifications which have been or will be prepared by or on behalf of Developer and approved by AGENCY, and which are incorporated herein by this reference ("TUMF Improvements"). Construction of the TUMF Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the TUMF Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of AGENCY and the owner of such improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the TUMF Improvements.

2.1 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any portion of the TUMF Improvements until all plans and specifications for the TUMF Improvements have been submitted to and approved by AGENCY. Approval by AGENCY shall not relieve Developer from ensuring that all TUMF Improvements conform with all other requirements and standards set forth in this Agreement.

2.2 Permits and Notices. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary

and incidental notices required for the lawful construction of the TUMF Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

2.3 Public Works Requirements. In order to insure that the TUMF Improvements will be constructed as if they had been constructed under the direction and supervision, or under the authority of, AGENCY, Developer shall comply with all of the following requirements with respect to the construction of the TUMF Improvements:

(a) Developer shall obtain bids for the construction of the TUMF Improvements, in conformance with the standard procedures and requirements of AGENCY with respect to its public works projects, or in a manner which is approved by the Public Works Department.

(b) The contract or contracts for the construction of the TUMF Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the TUMF Improvements.

(c) Developer shall require, and the specifications and bid and contract documents shall require, all such contractors to pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities/counties and as required by the procedures and standards of AGENCY with respect to the construction of its public works projects or as otherwise directed by the Public Works Department.

(d) All such contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the TUMF Improvements which they will construct in conformance with AGENCY's standard procedures and requirements.

(e) Developer and all such contractors shall comply with such other requirements relating to the construction of the TUMF Improvements which AGENCY may impose by written notification delivered to Developer and each such contractor at any time, either prior to the receipt of bids by Developer for the construction of the TUMF Improvements, or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof.

Developer shall provide proof to AGENCY, at such intervals and in such form as AGENCY may require that the foregoing requirements have been satisfied as to the TUMF Improvements.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the TUMF Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements.

The TUMF Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with AGENCY, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required, constructing the TUMF Improvements in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to TUMF Improvements. All work shall be done and the TUMF Improvements completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation it is determined that the public interest requires alterations in the TUMF Improvements, Developer shall undertake such design and construction changes as may be reasonably required by AGENCY. Any and all alterations in the plans and specifications and the TUMF Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of TUMF Improvements. AGENCY shall not be responsible or liable for the maintenance or care of the TUMF Improvements until AGENCY approves and accepts them. AGENCY shall exercise no control over the TUMF Improvements until accepted. Any use by any person of the TUMF Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to AGENCY's acceptance of the TUMF Improvements. Developer shall maintain all of the TUMF Improvements in a state of good repair until they are completed by Developer and approved and accepted by AGENCY, and until the security for the performance of this Agreement is released. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by AGENCY. If Developer fails to properly prosecute its maintenance obligation under this section, AGENCY may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. AGENCY shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the TUMF Improvements or their condition prior to acceptance.

4.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of the construction of the TUMF Improvements, including, but not limited to, all plan check, design review, engineering, inspection, sewer treatment connection fees, and other service or impact fees established by AGENCY.

5.0 AGENCY Inspection of TUMF Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the TUMF Improvements, maintain reasonable and safe facilities and provide safe access for inspection by AGENCY of the TUMF Improvements and areas where construction of the TUMF Improvements is occurring or will occur.

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 8412 and 8414 of the Civil Code with respect to the TUMF Improvements, Developer shall provide to AGENCY such evidence or proof as AGENCY shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the TUMF Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to AGENCY a title insurance policy or other security acceptable to AGENCY guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

7.0 Acceptance of TUMF Improvements; As-Built or Record Drawings. If the TUMF Improvements are properly completed by Developer and approved by AGENCY, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, AGENCY shall be authorized to accept the TUMF Improvements. AGENCY may, in its sole and absolute discretion, accept fully completed portions of the TUMF Improvements prior to such time as all of the TUMF Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the TUMF Improvements. Upon the total or partial acceptance of the TUMF Improvements by AGENCY, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted TUMF Improvements in accordance with California Civil Code sections 8182, 8184, 9204, and 9208 ("Notice of Completion"), at which time the accepted TUMF Improvements shall become the sole and exclusive property of AGENCY without any payment therefore. Notwithstanding the foregoing, AGENCY may not accept any TUMF Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the AGENCY for all such TUMF Improvements. The drawings shall be certified and shall reflect the condition of the TUMF Improvements as constructed, with all changes incorporated therein.

8.0 Warranty and Guarantee. Developer hereby warrants and guarantees all the TUMF Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the TUMF Improvements, for a period of one (1) year following completion of the work and acceptance by AGENCY (“Warranty”). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the TUMF Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of AGENCY, and to the approval of AGENCY. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any TUMF Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following AGENCY’s acceptance of the repaired, replaced, or reconstructed TUMF Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any TUMF Improvement following expiration of the Warranty or any extension thereof. Developer’s warranty obligation under this section shall survive the expiration or termination of this Agreement.

9.0 Administrative Costs. If Developer fails to construct and install all or any part of the TUMF Improvements, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to AGENCY for all administrative expenses, fees, and costs, including reasonable attorney’s fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Default; Notice; Remedies.

10.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if AGENCY determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, AGENCY may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation (“Notice”). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, AGENCY may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon AGENCY’s issuance of the Notice, Developer and its surety shall be liable to AGENCY for all costs of construction and installation of the TUMF Improvements and all other administrative costs or expenses as provided for in this Section 10.0 of this Agreement.

10.2 Failure to Remedy; AGENCY Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to AGENCY within the time frame contained in the Notice, AGENCY may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and

absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. AGENCY's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the TUMF Improvements at the time of AGENCY's demand for performance. In the event AGENCY elects to complete or arrange for completion of the remaining work and the TUMF Improvements, AGENCY may require all work by Developer or its surety to cease in order to allow adequate coordination by AGENCY.

10.3 Other Remedies. No action by AGENCY pursuant to this Section 10.0 et seq. of this Agreement shall prohibit AGENCY from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. AGENCY may exercise its rights and remedies independently or cumulatively, and AGENCY may pursue inconsistent remedies. AGENCY may institute an action for damages, injunctive relief, or specific performance.

11.0 Security; Surety Bonds. Prior to the commencement of any work on the TUMF Improvements, Developer or its contractor shall provide AGENCY with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the estimated actual costs to construct the TUMF Improvements, as determined by AGENCY after Developer has awarded a contract for construction of the TUMF Improvements to the lowest responsive and responsible bidder in accordance with this Agreement ("Estimated Costs"). If AGENCY determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in the amount requested by AGENCY. Developer's compliance with this Section 11.0 et seq. of this Agreement shall in no way limit or modify Developer's indemnification obligation provided in Section 12.0 of this Agreement.

11.1 Performance Bond. To guarantee the faithful performance of the TUMF Improvements and all the provisions of this Agreement, to protect AGENCY if Developer is in default as set forth in Section 10.0 et seq. of this Agreement, and to secure the one-year guarantee and warranty of the TUMF Improvements, Developer or its contractor shall provide AGENCY a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The AGENCY may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the TUMF Improvements are accepted by AGENCY, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than _____ (___%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the TUMF Improvements and this Agreement, Developer or its

contractor shall provide AGENCY a labor and materials bond in an amount which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of AGENCY after six (6) months from the date AGENCY accepts the TUMF Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which AGENCY is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of AGENCY's anticipated administrative and legal expenses arising out of such claims.

11.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A" and FSC-VIII, shall be licensed to do business in California, and shall be satisfactory to AGENCY. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer, its contractor or the surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by AGENCY in enforcing the obligations of this Agreement. Developer, its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the TUMF Improvements, or the plans and specifications for the TUMF Improvements shall in any way affect its obligation on the Security.

11.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "B", unless other forms are deemed acceptable by the AGENCY, and when such forms are completed to the satisfaction of AGENCY, the forms and evidence of the Security shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

12.0 Indemnification. Developer shall defend, indemnify, and hold harmless AGENCY, its elected officials, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its employees, contractors, or agents in connection with the performance of this Agreement, or arising out of or in any way related to or caused by the TUMF Improvements or their condition prior to AGENCY's approval and acceptance of the TUMF Improvements ("Claims"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and the reimbursement of AGENCY, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of AGENCY as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by AGENCY, its elected officials, employees, or agents.

13.0 Insurance.

13.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

13.1.1 General Liability. Occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage.

13.1.2 Business Automobile Liability. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

13.1.3 Workers' Compensation. Workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, at all times during which insured retains employees.

13.1.4 Professional Liability. For any consultant or other professional who will engineer or design the TUMF Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars (\$2,000,000) per occurrence, shall be procured and maintained for a period of five (5) years following completion of the TUMF Improvements. Such insurance shall be endorsed to include contractual liability.

13.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by AGENCY. At the option of AGENCY, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects AGENCY, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to AGENCY guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

13.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name AGENCY, its elected officials, officers, employees, and agents as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to AGENCY, its elected officials, officers, employees, or agents.

13.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering AGENCY, its elected

officials, officers, employees, or agents. The policy required for workers' compensation insurance shall provide that the insurance company waives all right of recovery by way of subrogation against AGENCY in connection with any damage or harm covered by such policy.

13.5Certificates; Verification. Developer and its contractors shall furnish AGENCY with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by AGENCY before work pursuant to this Agreement can begin. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

13.6Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days' prior written notice to AGENCY.

13.7Insurer Rating. Unless approved in writing by AGENCY, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A" and FSC-VIII.

14.0TUMF Credit.

14.1Developer's TUMF Obligation. Developer and the Project hereby agrees and accepts that as of the date of this Agreement, the amount Developer and the Project as a whole is obligated to pay to AGENCY pursuant to (City of Norco TUMF Ordinance No. 912) as part of the TUMF Program is One Million Two Hundred and Thirty Seven Thousand Five Hundred and Thirty Nine Dollars and Four Cents (\$1,237,539.04) ("TUMF Obligation"). This TUMF Obligation shall be initially determined under the nexus study and fee schedule in effect for the AGENCY at the time the Developer submits a building permit application for the TUMF Improvement. Notwithstanding, this TUMF Obligation does not have to be paid until the Certificate of Occupancy is obtained.

14.2Fee Adjustments. Notwithstanding the foregoing, Developer agrees that this Agreement shall not estop AGENCY from adjusting the TUMF in accordance with the provisions of the City of Norco TUMF Ordinance 912.

14.3Credit Offset Against TUMF Obligation. Pursuant to City of Norco TUMF Ordinance 912 and in consideration for Developer's obligation under this Agreement for the delivery of TUMF Improvements, credit shall be applied by AGENCY to offset the TUMF Obligation ("Credit") subject to adjustment and reconciliation under Section 14.5 of this agreement. Developer hereby agrees that the amount of the Credit shall be applied after Developer has initiated the process of project delivery of TUMF Improvements to the lowest

responsible bidder in accordance with this Agreement. Developer further agrees that the dollar amount of the Credit shall be equal to the lesser of: (A) the bid amount set forth in the contract awarded to the lowest responsible bidder, or (B) the unit cost assumptions for the TUMF Improvement in effect at the time of the contract award, as such assumptions are identified and determined in the 2009 Nexus Study and the TUMF Administrative Plan adopted by WRCOG ("Unit Cost Assumptions").

The bid amount and the Unit Cost Assumptions shall hereafter be collectively referred to as "Estimated Credit". At no time will the Credit exceed the Developer's TUMF Obligation. If the dollar amount of the Estimated Credit exceeds the dollar amount of the TUMF Obligation, Developer will be deemed to have completely satisfied its TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. If the dollar amount of the Estimated Credit is less than the dollar amount of the TUMF Obligation, the Developer agrees the Credit shall be applied to offset the TUMF Obligation as follows:

(1) For residential units in the Project, the Credit shall be applied to all residential units to offset and/or satisfy the TUMF Obligation. The residential units for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to each unit, shall be identified in the notice provided to the Developer by AGENCY pursuant to this section.

(2) For commercial and industrial structures in the Project, the Credit shall be applied to all commercial and industrial development to offset and/or satisfy the TUMF Obligation. The commercial or industrial structure(s) for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to such structure(s), shall be identified in the notice provided to the Developer by AGENCY pursuant to this section.

AGENCY shall provide Developer written notice of the determinations that AGENCY makes pursuant to this section, including how the Credit is applied to offset the TUMF Obligation as described above.

14.4 Verified Cost of the TUMF Improvements. Upon recordation of the Notice of Completion for the TUMF Improvements and acceptance of the TUMF Improvements by AGENCY, Developer shall submit to the AGENCY Public Works Director the information set forth in the attached Exhibit "C". The AGENCY Public Works Director, or his or her designee, shall use the information provided by Developer to calculate the total actual costs incurred by Developer in delivering the TUMF Improvements covered under this Agreement ("Verified Costs"). The AGENCY Public Works Director will use his or her best efforts to determine the amount of the Verified Costs and provide Developer written notice thereof within thirty (30) calendar days of receipt of all the required information from Developer.

14.5 Reconciliation; Final Credit Offset Against TUMF Obligation. The Developer is aware of and accepts the fact that Credits are speculative and conceptual in nature. The actual amount of Credit that shall be applied by AGENCY to offset the TUMF Obligation shall be equal to the lesser of: (A) the Verified Costs or (B) Unit Cost Assumptions for the TUMF Improvements as determined in accordance with Section 14.3 of this Agreement (“Actual Credit”). No Actual Credit will be awarded until the Verified Costs are determined through the reconciliation process. Please be advised that while a Developer may use an engineer’s estimates in order to estimate Credits for project planning purposes, the Actual Credit awarded will only be determined by the reconciliation process.

(a) TUMF Balance. If the dollar amount of the Actual Credit is less than the dollar amount of the TUMF Obligation, the AGENCY Public Works Director shall provide written notice to Developer of the amount of the difference owed (“TUMF Balance”) and Developer shall pay the TUMF Balance in accordance with the City of Norco TUMF Ordinance 912 to fully satisfy the TUMF Obligation (see Exhibit “F” - Example “A”).

(b) TUMF Reimbursement. If the dollar amount of the Actual Credit exceeds the TUMF Obligation, Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. AGENCY shall provide Developer written notice of the determinations that AGENCY makes pursuant to this section (see Exhibit “F” - Example “B”).

(c) TUMF Overpayment. If the dollar amount of the Actual Credit exceeds the Estimated Credit, but is less than the TUMF Obligation, but the Actual Credit plus additional monies collected by AGENCY from Developer for the TUMF Obligation exceed the TUMF Obligation (“TUMF Overpayment”), Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may be entitled to a refund. The AGENCY’s Public Works Director shall provide written notice to WRCOG and the Developer of the amount of the TUMF Overpayment and AGENCY shall direct WRCOG to refund the Developer in accordance with the City of Norco City of Norco TUMF Ordinance (see Exhibit “F” - Example C).

14.6 Reimbursement Agreement. If authorized under either Section 14.3 or Section 14.5 Developer may apply to AGENCY and WRCOG for a reimbursement agreement for the amount by which the Actual Credit exceeds the TUMF Obligation, as determined pursuant to Section 14.3 of this Agreement, the City of Norco TUMF Ordinance 912, and the TUMF Administrative Plan adopted by WRCOG (“Reimbursement Agreement”). If AGENCY and WRCOG agree to a Reimbursement Agreement with Developer, the Reimbursement Agreement shall be executed on the form set forth in Exhibit “D,” and shall contain the terms and conditions set forth therein. The Parties agree that the Reimbursement Agreement shall be subject to all terms and conditions of this Agreement, and that upon execution, an executed copy of the Reimbursement Agreement shall be attached hereto and shall be incorporated herein as a material part of this Agreement as though fully set forth herein.

15.0 Miscellaneous.

15.1 Assignment. Developer may assign all or a portion of its rights pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to AGENCY such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property. Any assignment pursuant to this section shall not be effective unless and until Developer and Assignee have executed an assignment agreement with AGENCY in a form reasonably acceptable to AGENCY, whereby Developer and Assignee agree, except as may be otherwise specifically provided therein, to the following: (1) that Assignee shall receive all or a portion of Developer's rights pursuant to this Agreement, including such credit as is determined to be applicable to the portion of the Property purchased by Assignee pursuant to Section 14.0 et seq. of this Agreement, and (2) that Assignee shall be bound by all applicable provisions of this Agreement.

15.2 Relationship Between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between AGENCY and Developer. Developer's contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of AGENCY.

15.3 Warranty as to Property Ownership; Authority to Enter Agreement. Developer hereby warrants that it owns fee title to the Property and that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

15.4 Prohibited Interests. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, to solicit or secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this warranty, AGENCY shall have the right to rescind this Agreement without liability.

15.5 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To AGENCY: City OF Norco

Fax No. (909) _____

To Developer: LDK Norco, LLC
Attn: Timothy C. Reeves
1156 N. Mountain Avenue
Upland, CA 92694
Fax No. (909) 931-5565

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

15.6 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

15.7 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to AGENCY include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

15.8 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

15.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

15.10 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives,

or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

15.11 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

15.13 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

15.14 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

15.15 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

15.16 Entire Agreement. This Agreement contains the entire agreement between AGENCY and Developer and supersedes any prior oral or written statements or agreements between AGENCY and Developer.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:

LDK NORCO, LLC
A Delaware Limited Liability Corporation

By: Lewis Operating Corp.
A California corporation
Its: Manager

By: _____

Its: _____

AGENCY:

City of Norco:

By: _____
Kevin Bash

Its: Mayor _____

ATTEST:

By: _____
Cheryl L. Link, CMC
City of Norco

As to Form:

By: _____
John Harper
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[ATTACH BEHIND THIS PAGE]

EXHIBIT "B"
FORMS FOR SECURITY

[ATTACHED BEHIND THIS PAGE]

EXHIBIT B

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

PERFORMANCE BOND

WHEREAS, the [INSERT "City" OR "County"] of _____ ("AGENCY") has executed an agreement with _____ (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter the "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain TUMF Improvement and Credit/Reimbursement Agreement dated _____, (hereinafter the "Agreement"); and

WHEREAS, the Agreement is hereby referred to and incorporated herein by this reference; and

WHEREAS, Developer or its contractor is required by the Agreement to provide a good and sufficient bond for performance of the Agreement, and to guarantee and warranty the Work constructed thereunder.

NOW, THEREFORE, we the undersigned, _____, as Principal and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the AGENCY in the sum of _____ (\$ _____), said sum being not less than one hundred percent (100%) of the total cost of the Work as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Developer and its contractors, or their heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless AGENCY, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by AGENCY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Agreement or to the Work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this ____ day on _____, 20__.

Principal

By: _____
President

Surety

By: _____
Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title of Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner - Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

- Corporate Officer – Title(s): _____
- Partner - Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

Signer is Representing: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the _____ corporation named as principal in the attached bond, that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal) _____
Signature

Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

LABOR & MATERIAL BOND

WHEREAS, the [INSERT "City" OR "County"] of _____ ("AGENCY") has executed an agreement with _____ (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain Improvement and Credit / Reimbursement Agreement dated _____, (hereinafter the "Agreement"); and

WHEREAS, Developer or its contractor is required to furnish a bond in connection with the Agreement providing that if Developer or any of his or its contractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the provisions of 3248 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we the undersigned, _____, as Principal and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the AGENCY and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the said Work, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said Work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid, the sum of _____ (\$ _____), said sum being not less than 100% of the total amount payable by Developer under the terms of the Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Developer or its contractors, or their heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development

Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Sections 8024, 8400, 8402, 8404, 8430, 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the Agreement or to the Work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this ____ day on _____, 20__.

Principal

By: _____
President

Surety

By: _____
Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title of Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner - Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

- Corporate Officer – Title(s): _____
- Partner - Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

Signer is Representing: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the _____ corporation named as _____ principal in the attached bond, that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal) _____
Signature

Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

EXHIBIT "C"

DOCUMENTATION TO BE PROVIDED TO AGENCY BY DEVELOPER FOR DETERMINATION OF CONSTRUCTION COSTS

To assist AGENCY in determining the Construction Costs for a completed TUMF Improvement, Developer shall provide the following documents to AGENCY:

1. Plans, specifications and Developer's civil engineer's cost estimate;
2. List of bidders from whom bids were requested;
3. Construction schedules and progress reports;
4. Contracts, insurance certificates and change orders with each contractor or vendor;
5. Invoices received from all vendors;
6. Canceled checks for payments made to contractors and vendors (copy both front and back of canceled checks);
7. Spreadsheet showing total costs incurred in and related to the construction of each TUMF Improvement and the check number for each item of cost and invoice;
8. Final lien releases from each contractor and vendor; and
9. Such further documentation as may be reasonably required by AGENCY to evidence the completion of construction and the payment of each item of cost and invoice.

EXHIBIT "E"

TUMF CREDIT / REIMBURSEMENT ELIGIBILITY PROCESS

1. Prior to the construction of any TUMF Improvement, Developer shall follow the steps listed below:
 - a. Prepare a separate bid package for the TUMF Improvements.
 - b. The plans, cost estimate, specifications and contract document shall require all contractors to pay prevailing wages and to comply with applicable provisions of the Labor Code, Government Code, and Public Contract Code relating to Public Works Projects.
 - c. Bids shall be obtained and processed in accordance with the formal public works bidding requirements of the AGENCY.
 - d. The contract(s) for the construction of TUMF Improvements shall be awarded to the lowest responsible bidder(s) for the construction of such facilities in accordance with the AGENCY's requirements and guidelines.
 - e. Contractor(s) shall be required to provide proof of insurance coverage throughout the duration of the construction.
2. Prior to the determination and application of any Credit pursuant to a TUMF Improvement and Credit Agreement executed between AGENCY and Developer ("Agreement"), Developer shall provide the AGENCY and WRCOG with the following:
 - a. Copies of all information listed under Item 1 above.
 - b. Surety Bond, Letter of Credit, or other form of security permitted under the Agreement and acceptable to the AGENCY and WRCOG, guaranteeing the construction of all applicable TUMF Improvements.
3. Prior to the AGENCY's acceptance of any completed TUMF Improvement, and in order to initiate the construction cost verification process, the Developer shall comply with the requirements as set forth in Sections 7, 14.2 and 14.3 of the Agreement, and the following conditions shall also be satisfied:
 - a. Developer shall have completed the construction of all TUMF Improvements in accordance with the approved Plans and Specifications.
 - b. Developer shall have satisfied the AGENCY's inspection punch list.
 - c. After final inspection and approval of the completed TUMF Improvements, the AGENCY shall have provided the Developer a final inspection release letter.
 - d. AGENCY shall have filed a Notice of Completion with respect to the TUMF Improvements pursuant to Section 3093 of the Civil Code with the County Recorder's Office, and provided a copy of filed Notice of Completion to WRCOG.
 - e. Developer shall have provided AGENCY a copy of the As-Built plans for the TUMF Improvements.
 - f. Developer shall have provided AGENCY copies of all permits or agreements that may have been required by various resource/regulatory agencies for construction, operation and maintenance of any TUMF Improvements.
 - g. Developer shall have submitted a documentation package to the AGENCY to determine the final cost of the TUMF Improvements, which shall include at a minimum, the following documents related to the TUMF Improvements:

- i. Plans, specifications, and Developer's Civil Engineer's cost estimates; or Engineer's Report showing the cost estimates.
- ii. Contracts/agreements, insurance certificates and change orders with each vendor or contractor.
- iii. Invoices from all vendors and service providers.
- iv. Copies of cancelled checks, front and back, for payments made to contractors, vendors and service providers.
- v. Final lien releases from each contractor and vendor (unconditional waiver and release).
- vi. Certified contract workers payroll for AGENCY verification of compliance with prevailing wages.
- vii. A total cost summary, in spreadsheet format (MS Excel is preferred) and on disk, showing a breakdown of the total costs incurred. The summary should include for each item claimed the check number, cost, invoice numbers, and name of payee. See attached sample for details. [ATTACH SAMPLE, IF APPLICABLE; OTHERWISE DELETE REFERENCE TO ATTACHED SAMPLE]

EXHIBIT "F"

RECONCILIATION EXAMPLES

All examples are based on a single family residential development project of 200 dwelling units:
200 SF dwelling units @ \$6,650 / dwelling unit = \$1,330,000 in fees (TUMF Obligation)

Example A: "TUMF BALANCE"

CREDIT			
TUMF Obligation:	\$1,330,000		
Estimated Credit: Bid (\$1,500,000) or unit Cost Assumption (\$1,600,000) whichever is less			<u>\$1,500,000</u>
Potential Reimbursement:	(\$170,000)		

RECONCILIATION			
TUMF Obligation:	\$1,330,000		
Actual Credit:	<u>\$1,200,000</u>		
TUMF Balance (Payment to TUMF):		\$130,000	

Example B: "REIMBURSEMENT"

CREDIT			
TUMF Obligation:	\$1,330,000		
Estimated Credit: Bid (\$1,500,000) or unit Cost Assumption (\$1,600,000) whichever is less			<u>\$1,500,000</u>
Potential Reimbursement:	(\$170,000)		

RECONCILIATION			
TUMF Obligation:	\$1,330,000		
Actual Credit:	<u>\$1,500,000</u>		
Reimbursement Agreement with Developer (Based on Priority Ranking):		(\$170,000)	

Example C: "TUMF OVERPAYMENT"

CREDIT			
TUMF Obligation:	\$1,330,000		
Estimated Credit: Bid (\$1,200,000) or unit Cost Assumption (\$1,500,000) whichever is less			<u>\$1,200,000</u>
Remaining TUMF Obligation:	\$130,000		
Prorated Fee: \$130,000 / 200 du =	\$650 / du		

RECONCILIATION			
Actual Credit:	\$1,300,000		
TUMF payments from Developer (\$650 per unit x 200 units)		<u>\$130,000</u>	
Actual Credit plus TUMF Payment	\$1,430,000		
TUMF Obligation:	\$1,330,000		
Actual Credit plus TUMF Payment		<u>\$1,430,000</u>	
TUMF Overpayment (Refund to Developer):		(\$100,000)	

EXHIBIT "G"
MODEL AMENDMENT

[ATTACH BEHIND THIS PAGE]

EXHIBIT G-1

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Steve King, Planning Director 

DATE: April 20, 2016

SUBJECT: Wyle Preservation and Development Zone, preservation open space plan.

RECOMMENDATION: Approve the proposed preservation open space plan

SUMMARY: The property owners of the former Wyle Labs property have started preparing applications seeking entitlements for development. It is not known what is being proposed at this time. The property is zoned Preservation and Development (PAD) which calls for the *"coordinated development of planned commercial projects in an orderly and aesthetically pleasing manner that recognizes and preserves significant natural landscape features, open lands, and historical buildings. Permanent residential uses are not permitted. Transient occupancy residential uses related to tourism and travel can be permitted through approval of a Specific Plan pursuant to Section 18.62.06."* In the PAD zone the first step in the entitlement process is to identify those on-site features that need to be preserved in open space before a specific plan can be proposed.

BACKGROUND: Per the PAD Zone the City identifies and approves the areas that need to be set aside and protected from development. A draft map and a report/photo journal of the project site were submitted to the Planning Commission in order for it to provide its recommendation on those areas of the site that should be preserved. Because the site was closed to public access for so long, on-site tours of the property were conducted for members of the Planning Commission to assist in their analysis. The same tour was made available to the City Council.

There is an existing K-rail barricade that separates the Upper Basin from the Lower Basin since all of the remediation activity is occurring in the Lower Basin. The Upper Basin has been declared clean. Because of the barricade there was no access for the auto tours to the Upper Basin. Staff was given the opportunity to hike the Upper Basin portion of the property with a representative of the property owner present. Exhibit "E" shows the photos from that hike and Exhibit "F" shows the approximate photo locations.

Exhibit "A" is the Opportunity/Constraints map that was used in the auto tours with the Planning Commission and City Council. Exhibit "B" shows the Opportunity/Constraints Map with an overlay of the proposed preservation open space plan as recommended by the Planning Commission. The recommended preservation areas are shown in cross-hashed colors. The green-hashed areas will be restricted to outdoor land use activities as groundwater cleaning will be occurring there for an indeterminable amount of time into the

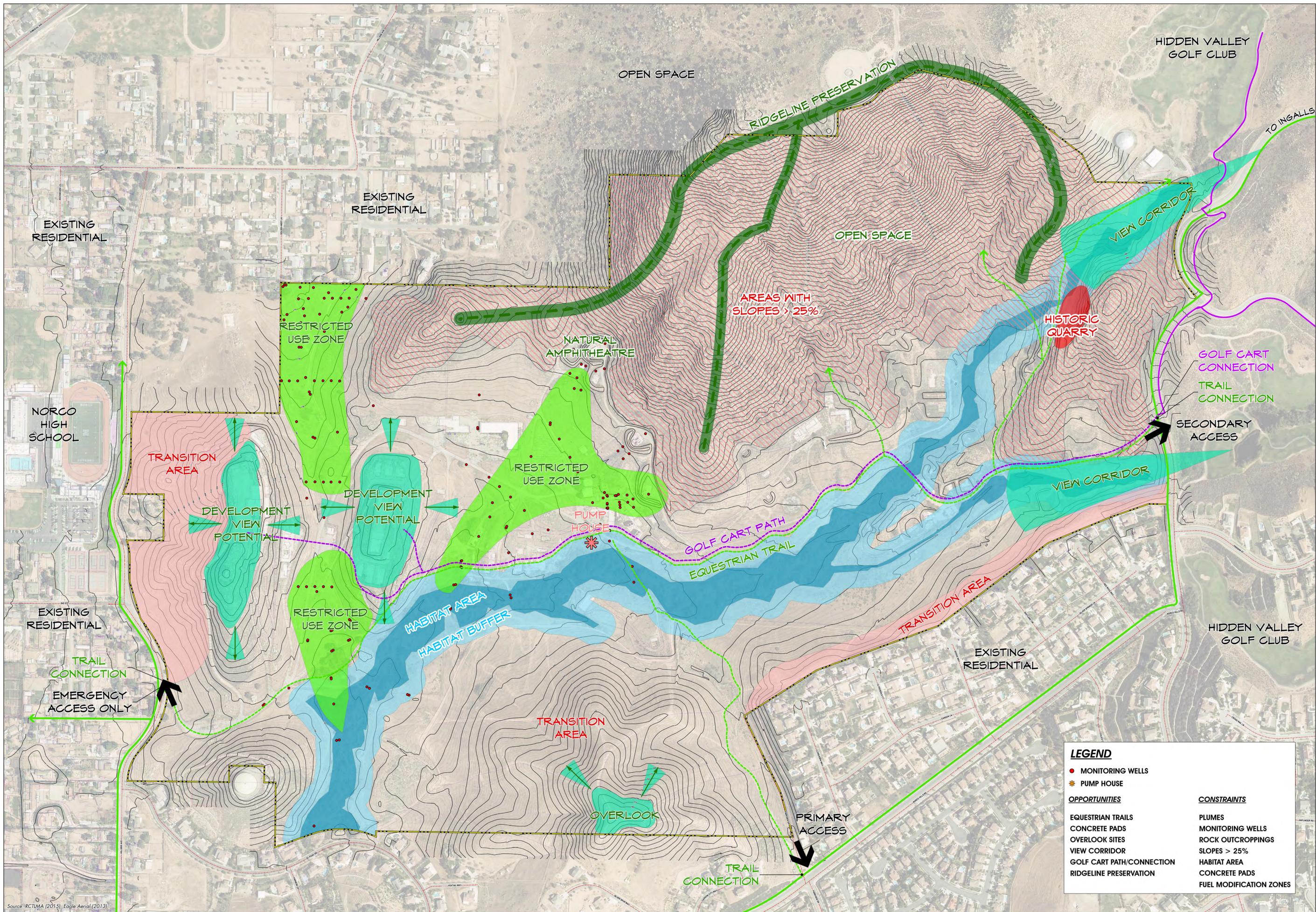
Agenda Item 5.A.

future. The blue-hashed areas correspond to blue line streams that support riparian vegetation and are required to be preserved. The red hashed areas correspond to steep granite slopes that do provide a scenic backdrop for the property, but are also prohibitively expensive to grade for development. The historic quarry is also located in the red-hashed area for preservation.

The remainder acreage consists of approximately 200 acres and includes two mesa-tops in the Lower Basin along with lower hillsides that provide good vantage points into the property and the surrounding landscape. As it is being recommended the proposed open spaces will preserve viewsheds into the project site from Valley Drive and Hidden Valley Golf Course.

What is being considered with this staff report is approval of the preservation open space plan for the property. Ultimately a specific plan with the related environmental documents will have to be prepared and approved based on the approved preservation open space plan, and these need to occur before any approvals for development can occur.

Attachments: Exhibit "A" – Opportunities/Constraints Map
Exhibit "B" – Draft Open Space Map
Exhibit "C" – Draft Development Area Map
Exhibit "D" – Photo/Report Album
Exhibit "E" – Site/Viewshed Photos
Exhibit "F" – Photo Locations



OPPORTUNITIES AND CONSTRAINTS MAP

CANYON CREEK RESORT

Exhibit "A"

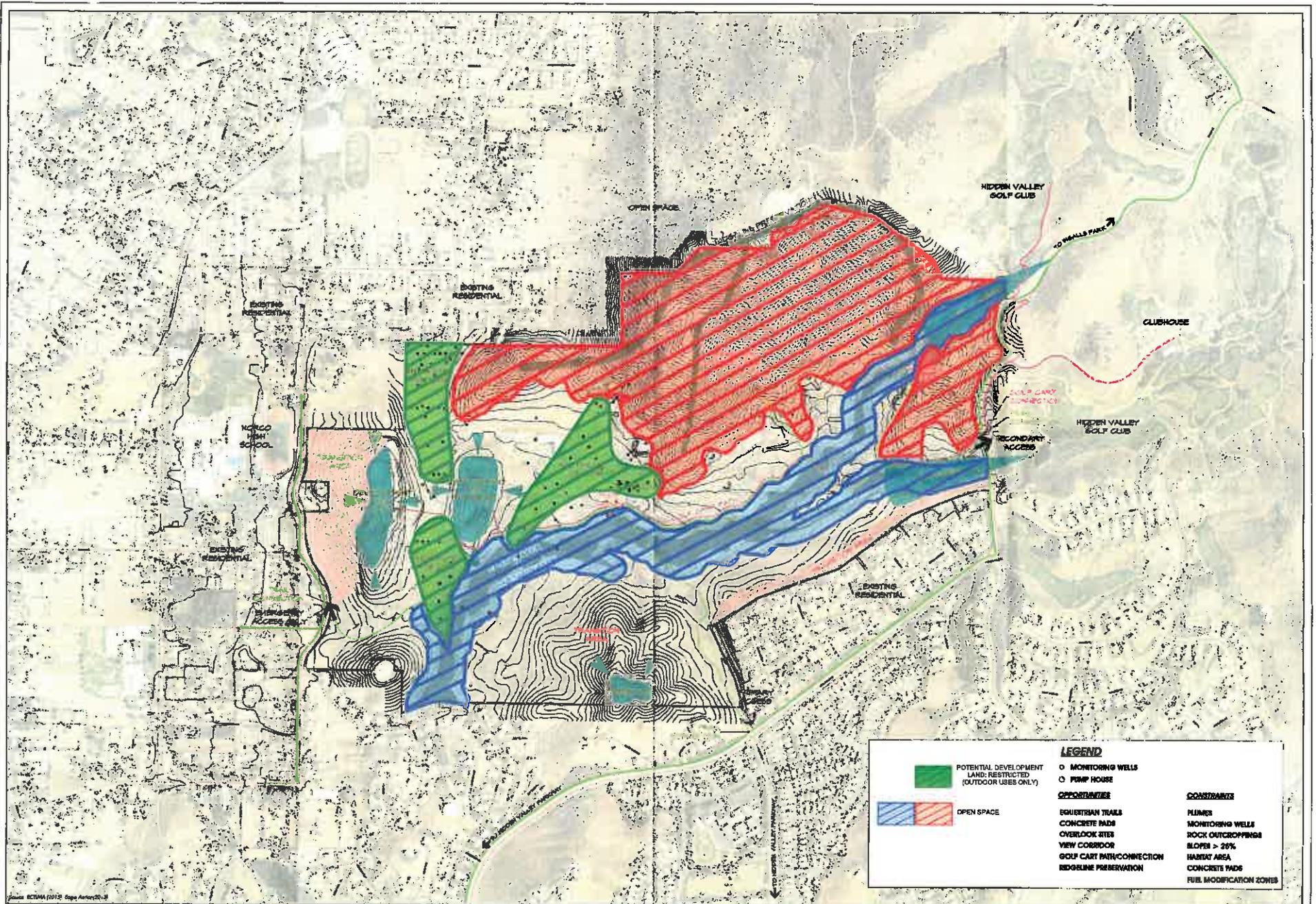
City of Norco, CA

DATE: 01.20.2016

T&B PLANNING
 17542 East 17th Street, Suite 100, Tustin, CA 92780
 P: 714.950.6360 F: 714.950.6361
 www.tbplanning.com



LEGEND	
●	MONITORING WELLS
⊛	PUMP HOUSE
OPPORTUNITIES	
	EQUESTRIAN TRAILS
	CONCRETE PADS
	OVERLOOK SITES
	VIEW CORRIDOR
	GOLF CART PATH/CONNECTION
	RIDGELINE PRESERVATION
CONSTRAINTS	
	PLUMES
	MONITORING WELLS
	ROCK OUTCROPPINGS
	SLOPES > 25%
	HABITAT AREA
	CONCRETE PADS
	FUEL MODIFICATION ZONES



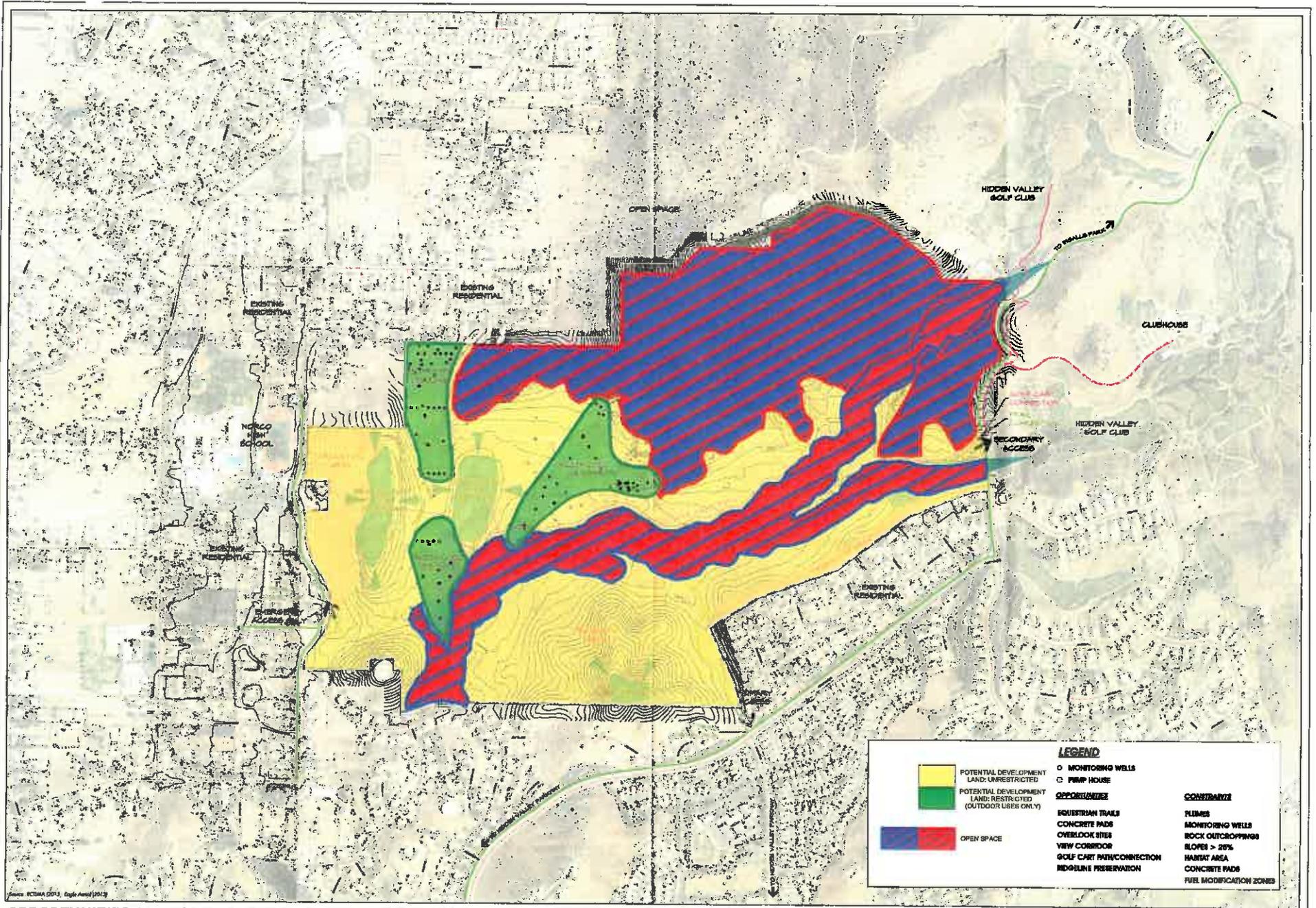
OPPORTUNITIES AND CONSTRAINTS MAP

CANYON CREEK RESORT

City of Norco, CA
OPEN SPACE AREAS MAP
 Exhibit "B"

T&S PLANNING
 1500 S. GATE AVENUE, SUITE 200
 NORCO, CA 95762
 (925) 684-1100
 www.tandsp.com

0 100 200 300
 Feet



OPPORTUNITIES AND CONSTRAINTS MAP



CANYON CREEK RESORT

DEVELOPMENT AREA MAP City of Norco, CA
 Exhibit "C"

DATE: 04.19.2015

CANYON CREEK RESORT

OPPORTUNITIES AND CONSTRAINTS REPORT

Prepared for:

City of Norco
2870 Clark Avenue
Norco, CA 92860
Contact: Steve King, Planning Director
951.270.5662

Developed by:



Lansing Companies
12671 High Bluff Drive
San Diego, CA 92130
Contact: Rick Hoffman, Project Manager
951.505.4595

August 2015

EXHIBIT 'D'

**Canyon Creek Resort
Opportunities and Constraints Report
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I. Introduction and Purpose, Overview, and Format

A. Introduction and Purpose

This *Opportunities and Constraints Report (Report)* has been prepared at the request of the City Planning Department. The purpose of the *Report* is to identify the potential on-site development opportunities and constraints, as well as the existing and proposed off-site development opportunities and constraints in the immediate proximity of the Project site.

Opportunities and constraints can be either natural, or created through human activity. These circumstances occur, both on-site and off-site. Opportunities have more of a “positive” connotation; whereas, constraints carries more of the opposite view. The supporting graphics, photographs and text contained in Section II, *Opportunities and Constraints*, of this *Report*, provide the rationale for the determination if a characteristic is defined as either an opportunity, or constraint.

Identification of on-site opportunities and constraints will help better identify the existing resources that are essential to retaining the aesthetic and character of the site. Identification of off-site opportunities and constraints will help get a better understanding of the Project site in relation to the “bigger” picture of the immediate environs and the City as a whole.

In order to develop a comprehensive list, and accompanying graphic of potential opportunities and constraints to compile this *Report*, the checklist contained in Appendix G of the California Environmental Quality Act (CEQA) Guidelines was utilized. The following issue areas were considered for the development of the *Report* and accompanying text and graphics:

- Aesthetics;
- Agriculture and Forestry Resources;
- Air Quality;
- Biological Resources;
- Cultural Resources;
- Geology / Soils;
- Greenhouse Gas Emissions;
- Hazards & Hazardous Materials;
- Hydrology / Water Quality;
- Land Use / Planning;
- Mineral Resources;
- Noise;
- Population / Housing;
- Public Services;
- Recreation;

- Transportation / Traffic; and
- Utilities / Service Systems.

B. Overview

The Project site is approximately 430 acres, and is known as Assessor's Parcel Numbers: 123-080-028-2, 123-250-005-6, 123-250-006-7, 123-250-260-003-5, 123-260-004-6, 123-260-006-8, 123-320-001-8, 123-330-001-9, 123-330-011-8, 123-260-010-1, and 123-330-036-1. Specifically, the Project is located within the La Sierra-Sepulveda Land Grant, within the Corona North United States Geological Survey (USGS) 7.5' topographic quadrangle. The center point latitude and longitude coordinates for the Project site are 33° 54' 42.50" and 117° 31' 59.65".

Wyle Laboratories, an industrial testing facility (Facility) began operations in 1957 on the Project site. The Facility tested a variety of military products for the Department of Defense and commercial products for private industry. Rapid expansion of residential housing in the City of Norco began to encroach on the Facility. In 1983, the Facility was added to the State's Abandoned Site List due to a lack of information concerning activities conducted at the site and the high level of security that limited access. In May 1988, the California DHS conducted a Preliminary Assessment (PA) of the Facility and recommended a low priority site inspection. Site remediation has been occurring on site starting in approximately 2008, and is on-going.

The Project site is generally located easterly Hillside Avenue, southerly of Cavaletti Lane and Wild Horse Lane, westerly of Crestview Drive and Valley Drive and, northerly of Norco Hills Road, City of Norco, County of Riverside, California. Refer to Figure 1, *Aerial Photo*.

Surrounding land uses are as follows:

- North: Single-family residential.
- South: Single-family residential, and elementary school. (McKinley Elementary School).
- East: Single-family residential, golf course (Hidden Valley Golf Club), and vacant.
- West: Single-family residential, and high school (Norco High School).

The current General Plan Land Use designation for the site is Preservation and Development (PAD).

The current zoning designation for the site is Preservation and Development Zone. According to Subchapter 18.62.02 (Intent and Purpose) of the Zoning Code:

"The Preservation and Development Zone is intended to provide for the coordinated development of planned commercial projects in an orderly and aesthetically pleasing manner that recognizes and preserves significant natural landscape features, open lands, and historical buildings."

This criterion was also used in the development of the opportunities and constraints identified in this *Report*.

It is anticipated that potential development of the site will result in a balance of earthwork materials.

C. Format

The following sections of this *Report* contains an opportunities and constraints map (Figure 2, *Opportunities and Constraints Map*). The *Opportunities and Constraints Map* is supported by text, and photographs (Figure 3, *Opportunities and Constraints Key Map and Photos*) of the Project site and surrounding environs. It is the intent of these items to provide the City with the necessary information needed to fully understand the opportunities and constraints on the site, and the relationship of the Project site to the immediate environs and the City as a whole.

II. Opportunities and Constraints

The following contains graphics, photographs, and text that will serve to provide the City with a clear understanding of on-site, and off-site opportunities and constraints. Refer to Figure 2, *Opportunities and Constraints Map*, and, Figure 3, *Opportunities and Constraints Key Map and Photos*, which provide the graphic support for the text, below.

A. Opportunities

iii. *On-Site*

- **Equestrian Trails/Linkages.** Equestrian trails will traverse the site and provide opportunities on-site and connect to linkages off-site (discussed below). Refer to Figure 3, Photo No. 1, *Equestrian Trails/Linkages*.
- **Pedestrian Trails/Linkages.** Opportunities exist for an extensive pedestrian trails network through a variety of natural settings on site for residents and visitors. Pedestrian trails will traverse the site and provide opportunities on-site and connect to linkages off-site. Refer to Figure 3, Photo No. 2, *Pedestrian Trails/Linkages*.
- **Golf Cart Paths/Connections.** Opportunities exist for the extensive use of golf carts throughout the Project site as an alternative and primary source of transportation for residents and visitors. It is anticipated that the golf cart paths will be provided to the off-site golf course (discussed below). Refer to Figure 3, Photo No. 3, *Golf Cart Paths/Connections*.
- **Development View Potential Sites.** On-site presents many opportunities for vistas and development view potential areas. These range from 90-degree views, 180-degree views, to one on-site development view potential area that would allow a spectacular 360-degree vista. This vista is perhaps one of the most impressive vistas in the immediate area, if not the region. Refer to Figure 3, Photo No. 4, *Development View Potential Sites*. These photos, when placed next to each other are of the 360-degree vista.
- **Ridgeline Preservation.** Numerous opportunities exist for the preservation of prominent ridgelines on-site. These ridgelines, when left untouched by development, will provide a unique natural setting for the Project. Refer to Figure 3, Photo No. 5, *Ridgeline Preservation*.
- **Transition Areas.** Unique opportunities exist on-site for providing transitional areas from the Project to adjacent development. These transition areas include natural slopes and the on-site riparian areas. Refer to Figure 3, Photo No. 6, *Transition Areas*.
- **Habitat Preservation.** There are approximately 27.8 acres of California Department of Fish and Wildlife (CDF&W) jurisdictional streams on-site. These streams primarily trend from the northeast of the Project site to the southeasterly portion of the site. It is anticipated that nearly all of this resource will remain in its natural state. This provides opportunities to

preserve vegetation and wildlife on-site. Potential recreational opportunities can be located adjacent to this resource. This resource will also provide on-site transition areas, as well as a natural visual aesthetic. Refer to Figure 3, Photo No. 7, *Habitat Preservation*.

- **Historic Quarry.** The historic Stringfellow Quarry (Quarry) is located in the northeasterly portion of the Project site. The Quarry had been established by 1939; it mined granite, which was used to build roads, numerous buildings, and the Prado Dam. The Quarry area provides opportunities for a deeper understanding of the historic use of the Project site, and the City of Norco during the time the Quarry was in operation. Refer to Figure 3, Photo No. 8, *Historic Quarry*.
- **Existing Concrete.** There is a significant amount of concrete on-site that are the remnants of the Wyle Labs use of the site. This concrete is in the form of buildings, foundations, and roadways. Many of the structures have been marked with graffiti. There are several piles of concrete throughout portions of the site that are from demolition that has already occurred. This concrete provides a unique opportunity to be re-used on site in applications to include, but not be limited to, roadway base, roadways, structures, other on-site uses, as well as uses off-site in similar capacities. Refer to Figure 3, Photo No. 9, *Existing Concrete*.
- **Site Remediation.** As discussed above in Section I, Wyle Laboratories, began operations in 1957 on the Project site. On-site remediation has been on-going at the site since approximately 2008. These remediation operations are primarily located in three (3) areas on-site – the locations of identified plumes of contaminated soil/groundwater. Opportunities exist on-site to locate these facilities where they are both functional and allow for safe use of the site. Refer to Figure 3, Photo No. 10, *Site Remediation*.

iv. Off-Site

- **Existing Equestrian Trails.** There are existing equestrian trails in proximity to the Project site, as well as throughout the City. Opportunities exist for the Project to tie into these trails and expand the Citywide trail system with the inclusion of potential equestrian trails and facilities on-site. Refer to Figure 3, Photo No. 11, *Existing Equestrian/Pedestrian Trails*.
- **Existing Golf Course.** The Hidden Valley Golf Club is located easterly of the Project site. Potential opportunities exist for future residents of, and visitors to the Project to use golf carts (or vehicles) to access the clubhouse. At the clubhouse, they may be able to access the golf course, or dine at the restaurant. Refer to Figure 3, Photo No. 12, *Existing Golf Course*.
- **Established Roadway Network.** The Project site is generally located easterly Hillside Avenue, southerly of Cavaletti Lane and Wild Horse Lane, westerly of Crestview Drive and Valley Drive and, northerly of Norco Hills Road. Opportunities exist for the Project to utilize the existing roadway

network for circulation to local destinations and beyond. Refer to Figure 3, Photo No. 13, *Existing Roadway Network*.

- **View Corridors/Limited View Impacts.** Due to the location of the Project site and the topography of the site and the surrounding environs, limited view corridors into the Project site currently exist. Opportunities exist for the Project to be developed in a manner that could result in limited impacts to the existing setting for existing surrounding residential development. Refer to Figure 3, Photo No. 14, *View Corridors/Limited View Impacts*.
- **Existing Residential.** Existing residential development surrounds the Project site to the north, south, east, and west. Unique opportunities exist on-site for providing transitional areas from the Project to adjacent development. These transition areas include natural slopes and the on-site riparian areas. Refer to Figure 3, Photo No. 15, *Existing Residential*.
- **Existing High School.** Norco High School exists immediately adjacent to the western boundary of the Project. To the east of Norco High School the topography initially gently slopes upward, and then dramatically slopes upward to the prime development view potential area within the site. The elevation change is approximately 685 feet. The actual distance between Norco High School and the development view potential is 4,960 feet (0.95 miles). This provides an opportunity for a physical and visual transition to and from the Project. Very little, if any, of the Project will be visible from Norco High School. Only emergency vehicle access will be provided to Hillside Avenue. Lastly, due to the potential elevation and distance between Norco High School and the on-site development view potential, it is not anticipated that any of the activities at Norco High School would impact the Project. Refer to Figure 3, Photo No. 16, *Existing High School*.

B. Constraints

iii. *On-Site*

- **Restricted Use Zones.** There are three (3) clearly defined areas of the existing restricted use zones on-site. Permanent, habitable spaces are restricted within these areas. The restricted use zone areas are a constraint to development of habitable structures. However, these areas can be used for recreational and other uses. Refer to Figure 3, Photo No. 10, *Site Remediation*.
- **Monitoring Wells.** Monitoring wells are located throughout the Project site, but are concentrated where remediation operations are primarily on going, in three (3) areas on-site – the locations of identified plumes of contaminated soil/groundwater. As discussed above, the plume areas are a restricted use zone; however, these areas can be used for recreational and other uses. Refer to Figure 3, Photo No. 10, *Site Remediation*.
- **Rock Outcroppings/Slopes Greater than 25%.** Rock outcroppings and slopes greater than 25% represent both a physical and aesthetic

constraint on the Project site. The majority of the rock outcroppings are located within slopes greater than 25%. Because of the steepness of the slopes, these areas will be avoided for habitation, but will provide abundant recreational opportunities. Refer to Figure 3, Photo No. 4, *Development View Potential Sites*, Figure 3, Photo No. 5, *Ridgeline Preservation*, and Figure 3, Photo No. 6, *Transition Areas*.

- **Habitat.** There are approximately 27.8 acres of California Department of Fish and Wildlife (CDF&W) jurisdictional streams on-site. These streams primarily trend from the northeast of the Project site to the southeasterly portion of the site. This habitat is a constraint to potential development on the site. Due to this, this habitat area will be avoided to the greatest extent feasible. Refer to Figure 3, Photo No. 4, *Development View Potential Sites*, Figure 3, Photo No. 5, *Ridgeline Preservation*, Figure 3, Photo No. 6, *Transition Areas*, and Figure 3, Photo No. 7, *Habitat Preservation*.
- **Existing Concrete.** There is a significant amount of concrete on-site that are the remnants of the Wyle Labs use of the site. This concrete is in the form of buildings, foundations, and roadways. Many of the structures have been marked with graffiti. There are several piles of concrete throughout portions of the site that are from demolition that has already occurred. This concrete provides a unique opportunity to be re-used. However, due to the scope of the amount of existing concrete, there may be a constraint due to this amount. The concrete may need to be hauled off-site in order to allow for potential development. Refer to Figure 3, Photo No. 9, *Existing Concrete*.
- **Fuel Modification Zones.** Due to the potential of fire hazard, there may need to be adequate fire suppression, in addition to that provided by the Uniform Building Code and Uniform Fire Code. This represents a potential constraint on development within the site which is adjacent to natural landforms. Refer to Figure 3, Photo No. 6, *Transition Areas*.

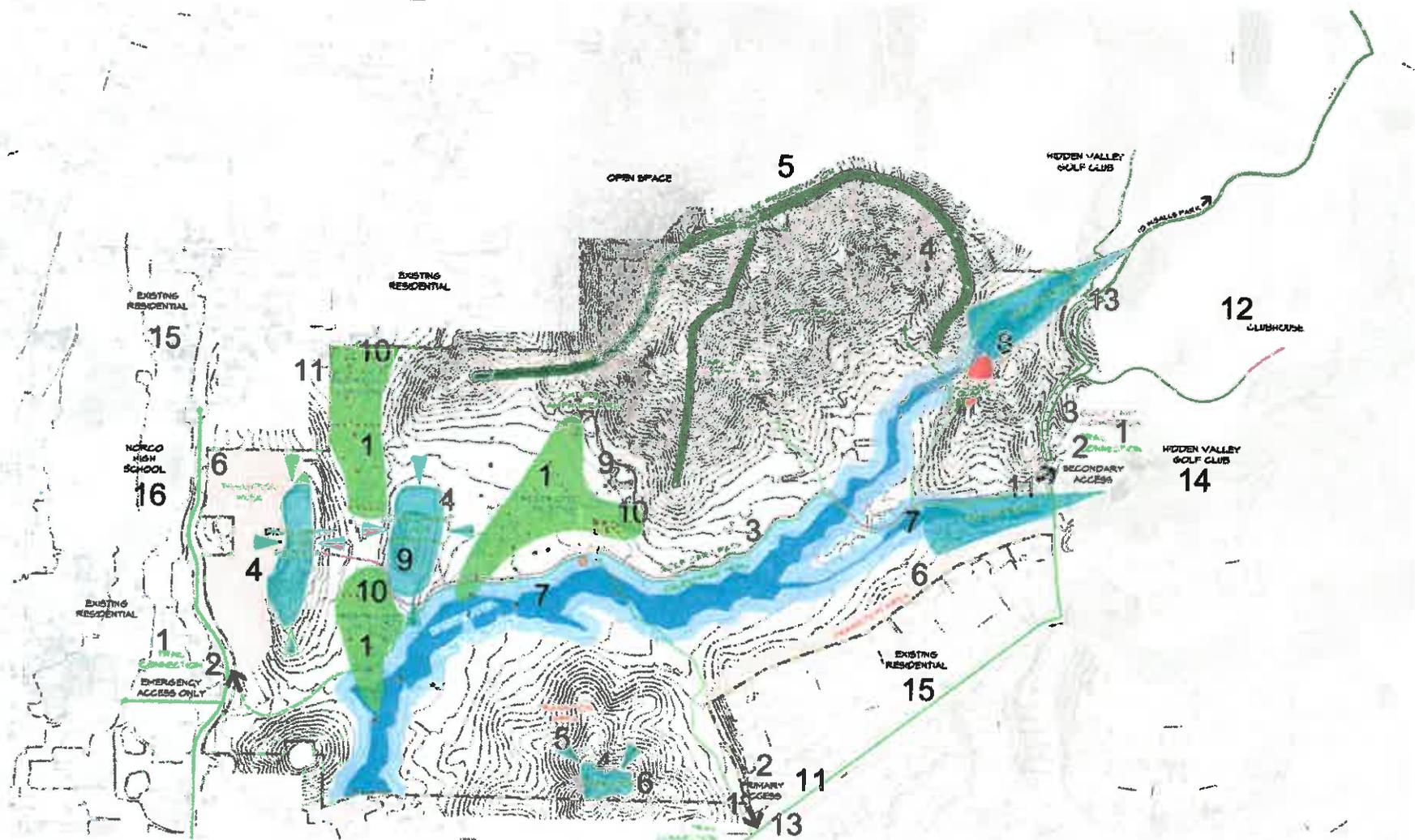
iv. *Off-Site*

- **Existing Roadways.** The Project site is generally located easterly Hillside Avenue, southerly of Cavaletti Lane and Wild Horse Lane, westerly of Crestview Drive and Valley Drive and, northerly of Norco Hills Road. Primary access will be provided to Valley Drive and Norco Hills Road. Emergency (gated) access will be provided to Hillside Avenue. This is a potential constraint, as additional trips generated by the Project will result in an increase of trips onto existing roadways. Level of Service thresholds (which shall be determined by a project specific traffic study) are yet to be analyzed. Refer to Figure 3, Photo No. 13, *Existing Roadway Network*.
- **Existing Neighborhoods.** The existing neighborhoods may be affected by the Project once developed in terms of traffic and aesthetics. In-fill development, such as the Project, always presents interface challenges

with existing development. Please reference the discussions above. Refer to Figure 3, Photo No. 15, *Existing Residential*.

- **Existing High School.** The interface with Norco High School may also present potential constraints. Most of the interface issues have been discussed in the opportunities sections. Refer to Figure 3, Photo No. 16, *Existing High School*.

FIGURE 3 - Opportunities and Constraints Key Map and Photos





1. and 2. Equestrian and Pedestrian Trails/Linkages







4. Development View Potential Sites





5. Ridgeline Preservation



6 Transition Areas



7. Habitat Preservation



8. Historic Quarry



9. Existing Concrete





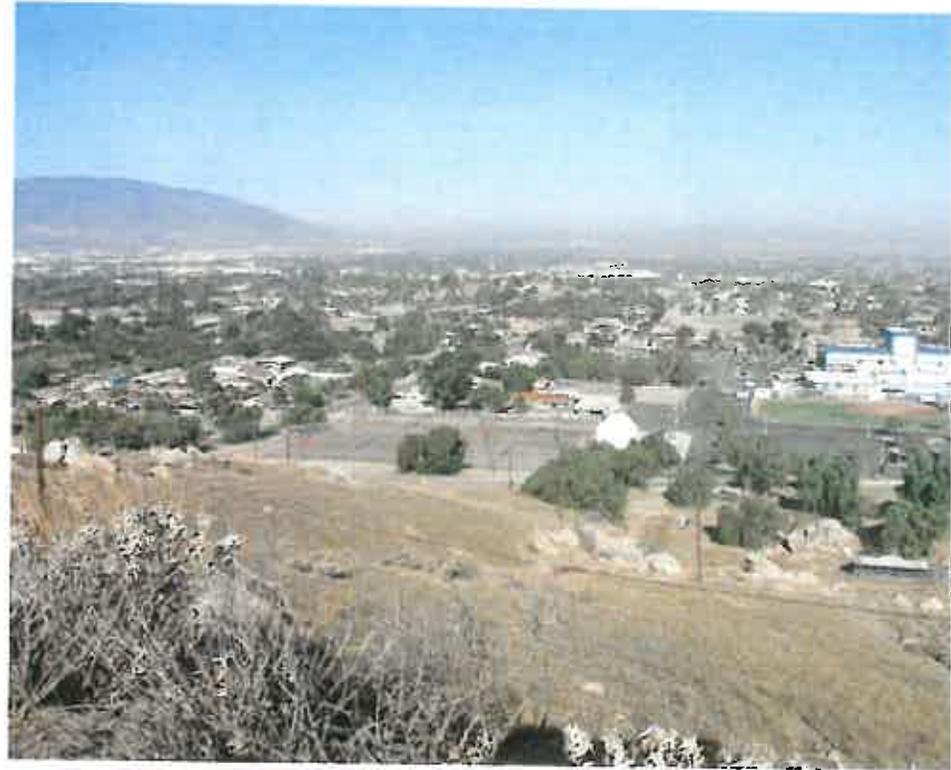
11. Existing Equestrian/Pedestrian Trails





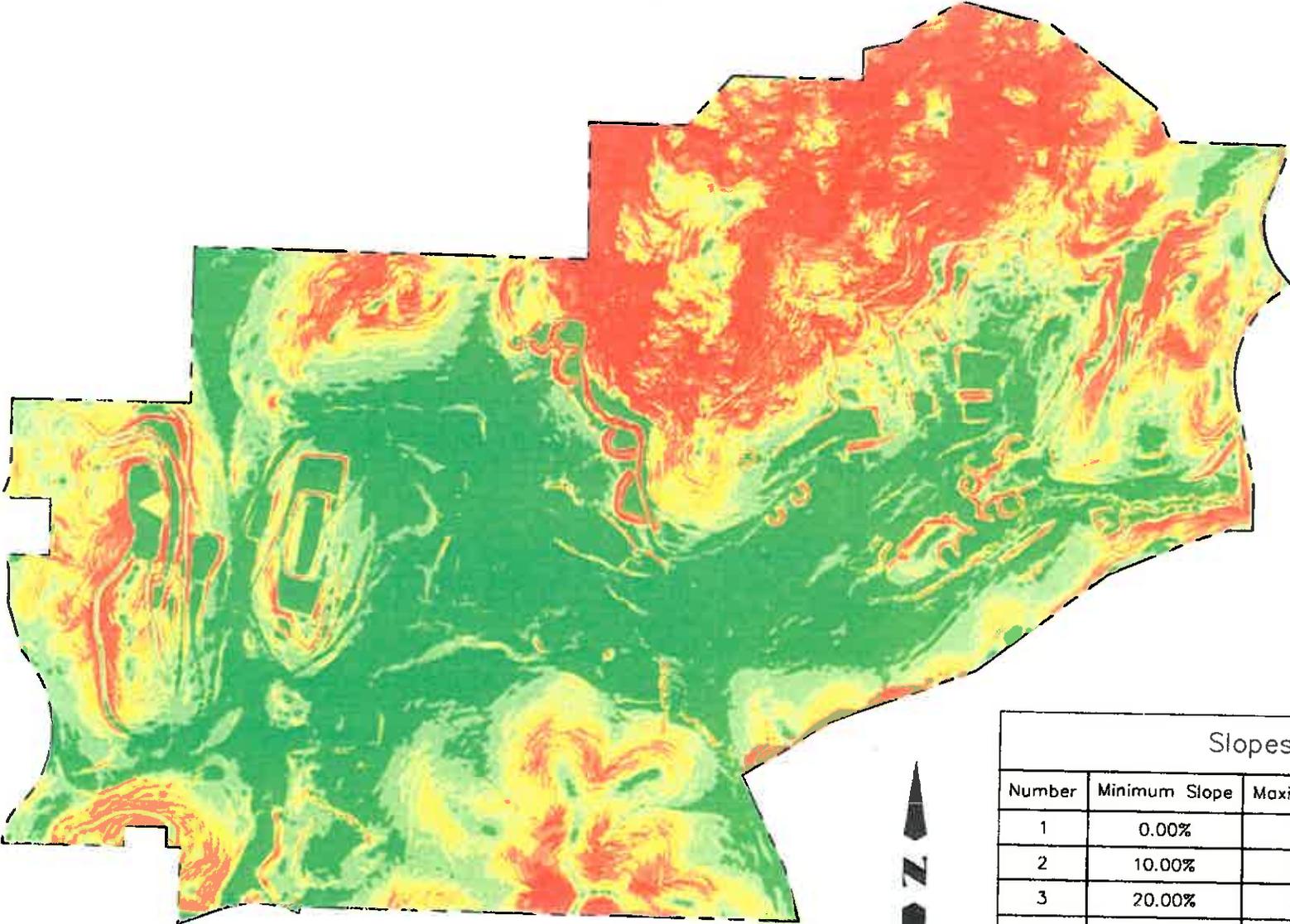
13. Established Roadway Network





16. Existing Norco High School

FIGURE 4 - Slope Analysis



Slopes Table				
Number	Minimum Slope	Maximum Slope	Area	Color
1	0.00%	10.00%	141.92 AC.	
2	10.00%	20.00%	87.77 AC.	
3	20.00%	30.00%	70.02 AC.	
4	30.00%	40.00%	52.76 AC.	
5	40.00%	9209.05%	77.09 AC.	



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 Suite 509
 Rancho Cucamonga,
 CA 91730
 Phone: 909.466.9240



Exhibit "E"





8



9



10



11

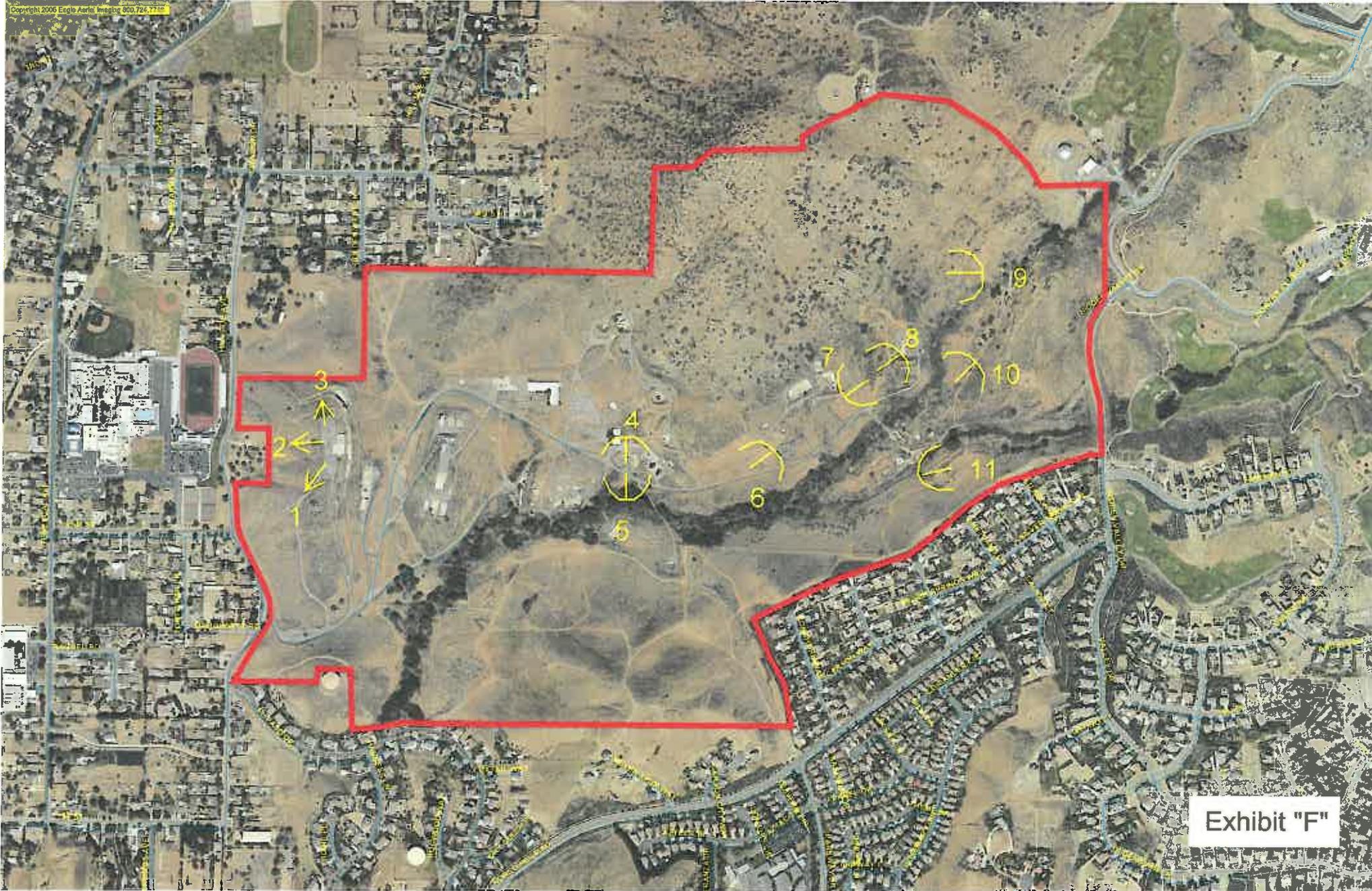


Exhibit "F"