



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

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

CALL TO ORDER: 6:00 p.m.

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

The City Council will recess to Closed Session (Section 54954) to consider the following matter:

CLOSED SESSION:

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

RECONVENE PUBLIC SESSION: 7:00 p.m.

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

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Greg Newton

INVOCATION

PROCLAMATION: Parks Make Life Better Month – July 2016

PRESENTATION: Emergency Preparedness Update by CAL
FIRE/Riverside County Fire Department Norco
Battalion Chief Scott Lane

CITY COUNCIL BUSINESS ITEMS AS FOLLOWS:

- 1. CITY COUNCIL COMMUNICATIONS / REPORTS ON REGIONAL BOARDS AND COMMISSIONS:**
- 2. CITY COUNCIL CONSENT ITEMS:** *All items listed under the Consent Calendar are considered to be routine and may be enacted by one motion. Prior to the motion to consider any action by the Council, any public comments on any of the Consent Items will be heard. There will be no separate action unless members of the Council or the audience request specific items be removed from the Consent Calendar. Items removed from the Consent Calendar will be separately considered under Item No.3 of the Agenda.*

- A. City Council Regular Meeting Minutes of June 15, 2016. **Recommended Action: Approve the City Council regular meeting minutes.** (City Clerk)
 - B. Procedural Step to Approve Ordinance after Reading of Title Only. **Recommended Action: Approval** (City Clerk)
 - C. Designation of Voting Delegate and Alternates for the 2016 League of California Cities Annual Conference. **Recommended Action: Adopt Resolution No. 2016-44, appointing Mayor Kevin Bash as the voting delegate, Council Member Berwin Hanna as the first alternate, and Council Member Ted Hoffman as the second alternate to represent the City of Norco at the 2016 League of California Cities Annual Conference to be held in Long Beach, California October 5-7, 2016.** (City Clerk)
 - D. Amendment No. 4 to the Project and Capacity Agreement for the Expansion of the Western Riverside County Regional Wastewater Authority (WRCRWA) Treatment Plan. **Recommended Action: Approve Amendment No. 4 to the Project and Capacity Agreement for the expansion of the Western Riverside County Regional Wastewater Authority Treatment Plan, subject to non-substantive changes and approval by all WRCRWA member agencies.** (Director of Public Works)
 - E. Acceptance of Proposal and Award of Performance Services Contract for On-Call Street Striping and Pavement Marking Services. **Recommended Action: Adopt Resolution No. 2016-45, accepting the proposal submitted for performance services to provide Annual On-Call Street Striping and Pavement Marking Services, awarding a multi-year contract to Superior Pavement Marking, Inc. located in Cypress, California, and authorizing the City Manager to execute the contract in the amount not to exceed \$70,000 annually.** (Director of Public Works)
 - F. Approval of Amendment No. 2 to the Memorandum of Understanding with Balboa Management, LLC, Regarding Reimbursement Repayment Schedule for Silverlakes Equestrian and Sports Park. **Recommended Action: Approve Amendment No. 2 to the Memorandum of Understanding regarding the reimbursement repayment schedule for SilverLakes Equestrian and Sports Park.** (City Manager)
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. PUBLIC HEARINGS:

- A. **Ordinance No. 1002, First Reading.** Zone Code Amendment 2016-01: A proposal initiated by DeKruyf Family Trust to amend the text of Chapter 18.29 of the Norco Municipal Code entitled Commercial General (C-G) Zone to add car washes as a permitted ancillary use to a fuel service station. (Planning Director)

The owner of the property where Norco Village Shopping Center is to be built (DeKruyf Family Trust) has requested a zone code amendment to add car washes as a permitted ancillary use to fuel service stations in the C-G zone. The use is currently not allowed and there is no entitlement mechanism to consider it for just one property by itself within the zone. Therefore, a zone code amendment is needed, which, if approved, would apply to all properties zoned C-G.

Recommended Action: Adopt Ordinance No. 1002, for first reading and schedule the second reading for July 20, 2016.

- B. **Ordinance No. 1003, First Reading.** Zone Code Amendment 2016-03: A proposal to amend the text of Chapter 18.38 of the Norco Municipal Code entitled "General Provisions, Off-Street Parking and Loading" to revise the required parking for hotels and motels. (Planning Director)

The City of Norco parking requirement for hotels and motels is higher than all jurisdictions in Western Riverside County. The proposed Zone Code Amendment will make the City requirements more consistent and enhance the City's ability to attract desirable hotel establishments.

Recommended Action: Adopt Ordinance No. 1003, for first reading and schedule the second reading for July 20, 2016.

- C. **Public Hearing Confirming Costs for Spring Weed Abatement** (Fire Battalion Chief)

The 2016 Spring Weed Abatement Report of Costs lists property owners whose vacant parcels were abated by the Fire Department's weed abatement contractor for the 2016 Spring Weed Abatement Program. After Council adopts the Resolution, property owners will be invoiced for payment of the abatement.

Recommended Action: Adopt Resolution No. 2016-46, confirming the report of costs for abatement of weeds and hazardous vegetation as a public nuisance and imposing special assessment liens on vacant parcels within the City.

- D. **Ordinance No. 1004, First Reading, Code Change 2016-01:** Ordinance Amending Chapter 2.44 "General Municipal Elections" of the Norco Municipal Code by Establishing the Norco General Election Date as Being on Even Numbered Years Effective November, 2018. (City Attorney)

Senate Bill 415, which becomes effective on January 1, 2018, prohibits political subdivisions from holding an election on a date other than the date of Statewide primary and general elections if holding an election on a non-current date has previously resulted in a significant decrease in voter turnout. The statute requires that the City take action to consolidate with the Statewide election prior to January 1, 2018, to be effective not later than the November 8, 2022 election. At the City Council meeting of May 18, 2016, the City Council directed staff to prepare for consideration an ordinance changing the election date to November in even numbered years, effective November, 2018.

Recommended Action: Adopt Ordinance No. 1004, for first reading and schedule the second reading for July 20, 2016.

6. APPEAL HEARING:

- A. **Conditional Use Permit 2014-10/Variance 2014-05** (Swaminarayan Gurukul-USA/Patolia): A request to appeal the Planning Commission's denial 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. (Planning Director)

The request for Conditional Use Permit (CUP) 2014-10 and associated Variance 2014-05 were denied by the Planning Commission on April 13, 2016, but that decision has been appealed by the applicant to the City Council. The applicant is requesting a consideration for approval of the project. If the City Council concurs with the Planning Commission to deny the project, the applicant is then requesting that the project be denied without prejudice. A straight denial requires the applicant to wait a year to re-apply. To deny without prejudice, allows the applicant to submit redesigned plans to the Planning Commission without having to wait a year.

7. 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. The meeting is recorded.



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

**Wednesday, June 15, 2016
City Council Chambers, 2820 Clark Avenue, Norco, CA 92860**

CALL TO ORDER: 7:00 p.m.

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

PLEDGE OF ALLEGIANCE: Mayor Kevin Bash

INVOCATION: Pastor Rene Parish, Beacon Hill
Assembly of God

PRESENTATIONS: Pastor Rene Parish, Donation to Party
Pardners

Pastor Parish presented the City Council with a generous donation to Party Pardners in the amount of \$20,000.

Tony Barreto, Donation to Animal
Control

Tony Barreto of Norco Horseweek presented the City Council with a generous donation to Animal Control in the amount of \$7,024.31.

Council Member Hanna noted that Norco Animal Rescue Team (NART) also received a donation in the amount of \$200.

Ted Rozzi, Assistant Superintendent of
Facilities, CNUSD – Career Technical
Education (CTE) and Measure GG.

Mr. Rozzi presented the City Council with a brief update on Measure GG and other projects. He commented that Measure GG is a \$396 million bond approved by the voters in 2014. The first phase of Measure GG includes site improvements to Norco Elementary School to be completed in approximately 18 months. The new facilities at Norco Elementary includes renovations to the administration building, library/media room, multipurpose room, expanded front parking/parent circulation, lunch shelters,

auxiliary parking, and modular classroom. Mr. Rozzi reported on modifications to Norco High School for 2016-2017. The project includes relocating the Auto Shop Program to Corona High School; removing walls in the existing auto shop to provide an enlarged area for Mechatronics – mechanical/robotic automated systems; removing walls dividing three classrooms to provide area for engineering/manufacturing classroom and lab; and expanding the existing Wood Shop area. There will also be security improvements to Norco schools including security fencing at Highland Elementary, Riverview Elementary, Sierra Vista Elementary and Norco High School. Security camera upgrade will take place at Norco High School with an estimated completion date of September 2016.

BUSINESS APPRECIATION HONOREE: Valley Cities/Gonzales Fence, Inc.

Mayor Bash and Economic Development Advisory Council Chairperson Patrick Malone presented a certificate of appreciation to Mr. Dave Gonzales of Valley Cities/Gonzales Fence, Inc. for his company's commitment to the community through exceptional customer service, attention to property maintenance, participation in the revitalization of Sixth Street, and the company's support of local events.

CITY COUNCIL BUSINESS ITEMS AS FOLLOWS:

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

Mayor Pro Tem Newton:

- Attended a special Board meeting of the Chino Basin Desalter Authority on June 2nd. The Board approved the FY 2016/2017 capital and operating budgets.

Council Member Hoffman:

- Attended a meeting of the George Ingalls Veterans Memorial Committee to follow up on the Memorial Day event. Commented that there will be two service dog presentations by Wound Warriors Foundation; one on June 18 and one on June 25. Mr. Hoffman also noted that there will be a Veterans Day program on November 11. The last day to order memorial bricks for installation prior to the November 11 event is the end of September.
- Attended a California Rehabilitation Center (CRC) Citizen's Advisory Committee meeting on June 14th with Council Member Grundmeyer and City Manager Okoro. CRC is starting an accreditation program as is in need of outside labor. Interested persons/contractors can go to www.cdcr.ca.gov for more information.
- Attended a Day of the Cowboy event meeting. The committee is gearing up for the July 23rd event at Ingalls Park.
- Attended a meeting with the Navy on June 8th. Reported that Captain Hardy will be retiring in August. Also, the Navy reported that it is able to save the old roof of Building 514.

Council Member Hanna:

- Attended Riverside Transit Agency meeting approving the budget. City staff will be meeting with RTA staff regarding the possibility of obtaining a donated shuttle bus.
- Attended a Riverside County Transportation Commission meeting. The Corona Cruiser lost ridership during construction of the 91 Freeway, which has put a burden on Dial-A-Ride. Commented on the Perris Valley Train Line, which extends the existing Metrolink 91 Line service from the Downtown Riverside station, 24 miles along the existing San Jacinto Branch Line terminating in Perris. The Perris Valley Line is expected to reduce traffic congestion on Interstate 215 and improve transit options for southwestern Riverside County residents.
- Attended a Northwest Mosquito and Vector Control District meeting. The District is preparing for West Nile Virus season.

Council Member Grundmeyer:

- Attended a meeting with City staff and the Norco Fair Committee regarding contract negotiation.

Mayor Bash:

- Attended a Western Riverside County Conservation Authority meeting.
- Attended a Western Riverside Council of Governments meeting.
- Participated in the Lake Norconian Club Foundation 5K Walk/Run/Ride event on June 11th.
- Commented on a collaborative project with the California Rehabilitation Center on nine stained glass windows in the chapel. The windows are dedicated to fallen soldiers.

2. CITY COUNCIL CONSENT ITEMS:

Mayor Bash pulled Items 2.C. and 2.E. to allow for public comment. Council Member Hoffman pulled Item 2.D.

M/S HOFFMAN/BASH 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 Special Meeting Minutes of June 1, 2016. **Action: Approved the City Council special meeting minutes.** (City Clerk)
- B. Procedural Step to Approve Ordinance after Reading of Title Only. **Action: Approved.** (City Clerk)

- C. Recap of Action Taken by the Planning Commission at its Meeting Held on June 8, 2016. **Pulled for discussion.** (Planning Director)
- D. Resolution Setting the Regular Meeting Schedules for City Commissions and the Economic Development Advisory Council (EDAC) for Fiscal Year 2016/2017. **Pulled for discussion.** (City Clerk)
- E. Order of Procedure and Resolutions Necessary for the Annual Assessment Levy Continuing Landscape Maintenance Districts No. 1 – Beazer, Tract 28765; No. 2 – Western Pacific, Tract 25779; No. 3 – Centex, Tract 28826; No. 4 – Norco Ridge Ranch, Tracts 29588 and 29589; and No. 5 – Hawk’s Crest, Tract 30230. **Pulled for discussion.** (City Engineer)
- F. Fiscal Year 2015/2016 Third Quarter Budget-to-Actual Report. **Action: Received and filed.** (Finance Officer)

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

- 2.C. Recap of Action Taken by the Planning Commission at its Meeting Held on June 8, 2016. **Action: Received and filed.** (Planning Director)

Rob Koziel commented that he went before the Planning Commission last week to request a Conditional Use Permit and Variances to expand his existing restaurant/saloon. Two weeks prior to the Planning Commission meeting, Mr. Koziel said he met with Director King to review the requirements and noted that the only possible issue was the parking. The Planning Commission denied the Conditional Use Permit and Variances. Mr. Koziel requested that the Council appeal his item in order to give him the opportunity to obtain parking that is closer to his restaurant/saloon or to reduce the scope of the project.

In response to Mayor Pro Tem Newton, Director King stated that the project was denied without prejudice by the Planning Commission, which means that the applicant can bring the project back to the Commission and must pay new application fees.

Council Member Grundmeyer asked if Director King thought the project was denied due to a misunderstanding or lack of communication. Director King stated that the denial was based on the fact that the project does not have sufficient parking.

Council Member Hoffman referenced what the applicant stated of some lack of communication and asked if it would have been better to postpone this project going before the Planning Commission. Director King stated that prior to the meeting he sent a letter to the applicant indicating that staff will not be able to recommend approval of the project and gave the applicant the option of withdrawing his application for a refund.

Between the time he sent the letter to the time of the Commission meeting, Director King said he tried to find a solution to the parking issue.

Mayor Pro Tem Newton stated that the action of the Planning Commission allows the applicant to return to the Planning Commission for consideration. Mayor Bash asked if the fees could be waived.

M/S BASH/HANNA to appeal Item 2.D. Conditional Use Permit 2015-32 / Variances 2015-06, 2015-07, 2015-08 (Mavericks) from the Planning Commission Meeting of June 8, 2016. The motion was carried by the following roll call vote:

AYES: BASH, GRUNDMEYER, HANNA, HOFFMAN

NOES: NEWTON

ABSENT: NONE

ABSTAIN: NONE

M/S BASH/HANNA to receive and file the recap of action taken by the Planning Commission at its meeting held on June 8, 2016. The motion was carried by the following roll call vote:

AYES: BASH, GRUNDMEYER, HANNA, HOFFMAN, NEWTON

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

- 2.D. Resolution Setting the Regular Meeting Schedules for City Commissions and the Economic Development Advisory Council (EDAC) for Fiscal Year 2016/2017. **Action: Adopted Resolution No. 2016-28, setting the regular meeting schedules for the City Commissions and EDAC for FY 2016/2017. (City Clerk)**

Council Member Hoffman pulled this item to note that the Planning Commission agendas are getting heavy and wants to be sure that there is no issue with the Commission holding additional meetings if needed.

M/S HOFFMAN/BASH to adopt Resolution No. 2016-28, setting the regular meeting schedules for the City Commissions and Economic Development Advisory Council for Fiscal Year 2016/2017. The motion was carried by the following roll call vote:

AYES: BASH, GRUNDMEYER, HANNA, HOFFMAN, NEWTON

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

- 2.E. Order of Procedure and Resolutions Necessary for the Annual Assessment Levy Continuing Landscape Maintenance Districts No. 1 – Beazer, Tract 28765; No. 2 – Western Pacific, Tract 25779; No. 3 – Centex, Tract 28826; No. 4 – Norco Ridge Ranch, Tracts 29588 and 29589; and No. 5 – Hawk’s Crest, Tract 30230. (City Engineer)

Jodie Webber commented that she was not noticed for the LMD No. 4 meeting in May and, therefore, was not aware of the issue with LMD No. 4. City Attorney Harper indicated that this order of procedure is simply to set a public hearing date at which time the various options of LMD No. 4 will be heard and action taken. Ms. Webber thanked the Council for their recent efforts to look at the reports in more depth. Ms. Webber also commented that Mt. Shasta paid for years and adjustments were not modified until approximately four years. The contention that their assessment would not apply if the credit is given back, should be reviewed before final action is taken.

In response to Mayor Pro Tem Newton, City Attorney Harper indicated that additional options may result from the LMD No. 4 meeting next week with residents and would be presented for Council’s consideration.

Council Member Hoffman indicated that he will abstain from voting due to the fact that he resides in LMD No. 4.

M/S BASH/NEWTON to adopt Resolution No. 2016-29 (Beazer); Resolution No. 2016-30 (Western Pacific); Resolution No. 2016-31 (Centex); Resolution No. 2016-32 (Norco Ridge Ranch); Resolution No. 2016-33 (Hawk’s Crest), approving the Engineer’s Preliminary Report for the Annual Levy of Assessments for the Fiscal Year 2016/2017 in said Districts; and Resolution No. 2016-34 (Beazer); Resolution No. 2016-35 (Western Pacific); Resolution No. 2016-36 (Centex); Resolution No. 2016-37(Norco Ridge Ranch); Resolution No. 2016-38 (Hawk’s Crest), declaring the City’s intention to provide for an Annual Levy and Collection of Assessments for certain maintenance in an existing District, and setting a time and place for the Public Hearing. The motion was carried by the following roll call vote:

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

4. PUBLIC COMMENTS:

Donnett Wheat, Director of Public Affairs for the Church of Jesus Christ of Latter Day Saints, introduced herself. Ms. Wheat stated that she serves Corona and Norco and noted that her church is offering a service to the City of Norco. The LDS church has a website, www.justserve.org, where any organization can submit projects/service opportunities for the church to volunteer for.

John Futrell commented on an issue on Mustang Lane. Mr. Futrell provided handouts to the Council regarding this issue. Mr. Futrell noted that on the first page he highlighted the text stating that Mustang Lane was dedicated to the City of Norco. The second page references Mustang Lane as a public street. The third page shows Mustang Lane as half a street. Mr. Futrell said that he requested for the pot holes to be repaired on the street but City staff has told him it is a private street. City Attorney Harper indicated that an offer of dedication does not necessarily mean that the City accepted it. The Council stated that staff will research this issue. Mayor Pro Tem Newton suggested that Mr. Futrell look into his mortgage company who may have documentation.

Barbara Schiltz lives on Fourth Street and commented that a neighboring property has been a problem for 3-4 years. She recently became aware through Social Services that the property is a halfway house. Ms. Schiltz requested assistance with the code violations on the property and provided photos.

Roy Hungerford thanked the City for installing the speed monitoring sign on Fifth Street. Mr. Hungerford requested motorcycle officers due to the increased infractions and speeding. Mr. Hungerford also thanked the Council for the new vinyl trail fencing installed.

5. PUBLIC HEARINGS:

- A. Approval and Adoption of the City of Norco Operating Budget for Fiscal Year 2016/2017 and Authorizing Appropriations Therefrom. (Finance Officer)

Finance Director Gina Schuchard reported that the Fiscal Year (FY) 2016/2017 Operating Budget recommended total appropriation for the City of Norco is \$35,188,341. The Funds included in the City's Operating budget consists of General Fund, Community Development Block Grant (CDBG) Fund, Miscellaneous Grants Fund, Water Fund, Sewer Fund, Gas Tax Fund, National Pollution Discharge Elimination System (NPDES) Fund, and Air Quality Management District (AQMD) Fund.

Mayor Pro Tem Newton expressed concern regarding the unfunded liabilities. In response, Finance Officer Schuchard indicated that unfunded liabilities are indefinite and every city is facing this issue. Next year there will be changes in the City's financial statements regarding the application of the unfunded liabilities. The bottom line is that the unfunded liabilities will increase especially as health costs increase.

Mayor Bash opened the public hearing and asked for the appearance of those wishing to speak on this matter. With no one wishing to speak, Mayor Bash closed the public hearing.

M/S NEWTON/HOFFMAN to adopt Resolution No. 2016-39, approving and adopting the Fiscal Year 2016/2017 Operating Budget and authorizing appropriations therefrom. The motion was carried by the following roll call vote:

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

B. Approval of the Five-Year Capital Improvement Program for Fiscal Years 2017-2021. (Finance Officer)

Finance Officer Gina Schuchard reported that a budget workshop was held to review the proposed FY 2017-2021 Capital Improvement Program (CIP) budget for the City of Norco. Staff is now recommending that the City Council conduct a Public Hearing to receive input from the public and that at the conclusion of the hearing, that the City Council approve the CIP Budget for Fiscal Years 2017-2021.

Mayor Pro Tem Newton referenced the relocation of the meters for the Navy at a cost of \$200,000. Director Blais indicated that he decided to leave that item in the budget. There are previous agreements that would negate the use of those funds for the relocation of the meters. Appropriation of those funds ensures funding should the City need some or all to complete the relocation. If not used, the funding will go towards other projects. Mayor Bash and Mayor Pro Tem Newton noted their objections to the funds being used for the relocation of the meters for the Navy.

Council Member Grundmeyer commented that with the understanding that the Council is approving the CIP budget for Fiscal Year 2016/2017, she asked what the protocol is looking beyond next fiscal year and through the next five years. City Manager Okoro stated that at the recent Strategic Planning Workshop, key priority items were established, one of which was funding for infrastructure. As a result of the workshop, staff was charged with developing action plans for each key priority. The draft Strategic Plan will come before the Council by the end of the calendar year.

Mayor Bash opened the public hearing and asked for the appearance of those wishing to speak on this matter. With no one wishing to speak, Mayor Bash closed the public hearing.

M/S HANNA/GRUNDMEYER to adopt Resolution No 2016-40, approving and adopting the City of Norco Capital Improvement Program Budget for fiscal Years 2017-2021. The motion was carried by the following roll call vote:

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

C. Rate Adjustments Proposed by Waste Management of the Inland Empire.
(Finance Officer)

Finance Officer Gina Schuchard reported that the existing ten-year Franchise Agreement provides that Waste Management is entitled to receive rate adjustments for inflation (based on the Consumer Price Index) and "pass through" disposal cost increases. The rate adjustments include a Consumer Price Index (CPI) increase of .91 percent from January 2015 to January 2016. The Agreement also includes an increase in Franchise Fees beginning July 1, 2016. The franchise fee increase was approved to be spread out over five years for residential service and three years for commercial service. Beginning July 1, 2016 the franchise fee rate shall be 14.74% for residential service and 17.90% for commercial service.

Council Member Hoffman commented that he and Mayor Pro Tem Newton met with Waste Management regarding manure-to-energy projects.

Mayor Pro Tem Newton expressed concern about the residential recycling processing fee and noted that part of the increase in fee is due to a decline in the commodities market. Mayor Pro Tem Newton asked if the commodities market were to improve, would Waste Management share their gains. In response, Waste Management Representative Glenda Chavez stated that recycling has not been profitable for the past four years due to a decline in China not purchasing recycled materials. The recycling surcharge is nationwide.

Mayor Pro Tem Newton indicated that he cannot support the \$0.40 increase per month per home for the residential recycling processing fee because the increase is going to a competitor.

Mayor Bash opened the public hearing and asked for the appearance of those wishing to speak on this matter. With no one wishing to speak, Mayor Bash closed the public hearing.

Mayor Bash suggested leveling out the Scout Service fee amongst all residents.

Mayor Bash made a motion to approve spreading out the Scout Service fee to all Norco residents. The motion failed due to a lack of a second.

M/S NEWTON/HANNA to adopt Resolution No. 2016-41, approving Cost of Living Adjustments for FY 2016/2017. 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 9:00 p.m. and reconvened at 9:10 p.m.

- D. Approval of 2015 Urban Water Management Plan. (Director of Public Works)

Public Works Director Chad Blais reported that the Urban Water Management Planning Act (UWMPA), Section 10610 – 10656 of the California Water Code requires urban water suppliers within the State of California to prepare and adopt UWMPs for submission to the California Department of Water Resources (DWR). The UWMPs, which are required to be filed every five (5) years, must satisfy the requirements of the UWMPA of 1983 including amendments that have been made to the Act. The UWMPA requires urban water suppliers servicing 3,000 or more connections, or supplying more than 3,000 acre-feet of water annually, to prepare and submit a UWMP prior to July 1, 2016.

Mayor Pro Tem Newton referenced Section 3.4.1 – Other Demographic Factors – the sentence that begins, “The majority of new residential development will be built within this density range...” Mayor Pro Tem Newton suggested striking the words, “medium-density residential, with 8 to 20 units per acre...” and any references to higher density housing. Director Blais indicated that senior housing is considered high density housing. However, the report would not be affected if the high density language is removed. Mayor Pro Tem Newton clarified that his concern about high density units is in reference to the General Plan.

Mayor Pro Tem Newton also commented on Section 4.2 – Water Uses by Sector – and noted an error with the sentence, “The City currently has two in-fill housing projects planned...” Director Blais clarified that there is only one in-fill housing project.

Council Member Grundmeyer referenced Section 8.1 – Stages of Action – and the list of prohibited waste of water. Council Member Grundmeyer asked how the City can improve on public education and if there is enforcement regarding the Water Conservation Ordinance. In response, Director Blais indicated that outreach is a function of City resources. The City has provided information on the City’s website and bill inserts. There is no direct enforcement, but when the City receives a complaint of water waste, staff reminds the violator of the City’s current ordinance and the current restrictions in place.

In response to Council Member Hoffman, Director Blais indicated that, per State code, in order to apply for grants and/or funding, the City must have an adopted Urban Water Management Plan. Also, Council Member Hoffman concurred with Mayor Pro Tem Newton regarding the high density language.

Mayor Bash opened the public hearing and asked for the appearance of those wishing to speak on this matter. With no one wishing to speak, Mayor Bash closed the public hearing.

M/S HANNA/BASH to adopt Resolution No. 2016-42, approving the City of Norco 2015 Urban Water Management Plan with the removal of the high density language in Section 3.4.1. 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. Appointments to Various City Commissions and the Economic Development Advisory Council. (City Clerk)

- City Clerk Cheryl Link reported that the City of Norco has an advisory council and four commissions that advise the City Council on one or more aspects of City government. There are two vacancies on the Parks and Recreation Commission, one vacancy on the Planning Commission, and one unscheduled vacancy on the Economic Development Advisory Council (EDAC). City Clerk Link noted the requirements to serve on a City Commission and the Economic Development Advisory Council. The recruitment period began with the release of a public notice on April 18, 2016 with an application deadline of May 26, 2016. A total of five applications were received by the City Clerk's Office. After the close of the recruitment period, one applicant withdrew her application. The City Council is recommended to consider applications from Geoff Kahan and Melissa Woodward to serve on the Parks and Recreation Commission; an application from Pat Hedges to serve on the Planning Commission; and an application from Tina Gregory to serve on the Economic Development Advisory Council.

Patricia Hedges thanked the Council for the opportunity to serve on the Planning Commission and for consideration of reappointment.

Tina Gregory noted her reasons for applying to serve on the Economic Development Advisory Council. Ms. Gregory said she took time to research the role of EDAC and has the skill set that would bring benefit to EDAC. Ms. Gregory gave the Council a brief summary of her experience in tourism, hospitality, contract negotiations, tour operator wholesaler business, and Disney. Ms. Gregory thanked the Council for their consideration.

Melissa Woodward commented that she has lived in Norco since 1998. Ms. Woodward said she has horses and became interested in the Parks and Recreation as she has three children who are active in equestrian activities as well as sports. Ms. Woodward said she is interested in contributing to the City and thanked the Council Members for their consideration.

Council Member Hanna suggested reducing the EDAC membership by one member with the reasoning that having a higher number of members makes it difficult to have consensus. Council Member Hanna also suggested that as terms end on EDAC, or vacancies occur, the membership number could be reduced further.

Council Member Hoffman commented that Resolution No. 2014-40 needs revising, which may include revising the number of members. Council Member Hoffman also noted that qualifications requirements need clarification and noted his concern about the interview process, which no other City Commission conducts.

Council Member Hoffman indicated that he would abstain from voting on this item.

Council Member Grundmeyer said that she has an advisory council for her program at Norco High School. As mandated by the State, the advisory committee must have 12-15 members. Ms. Grundmeyer added that she understands that every program is specialized and that numbers are arbitrary. She noted the important issue is what each member brings to the program.

Mayor Pro Tem Newton concurred with Council Member Grundmeyer and added that good discussion brings good results.

Mayor Bash said that EDAC needs representatives from brick and mortar stores, SilverLakes, auto dealerships, and hospitality. Mayor Bash suggested extending the recruitment in an attempt to recruit applicants from those industries.

M/S BASH/HANNA to reopen the recruitment process for 30 days for the vacancy on the Economic Development Advisory Council.

Under discussion:

Mayor Pro Tem Newton said that if the number of members were to be reduced, it could possibly begin with eliminating the two Council Member representatives, reducing the membership to 9. Mayor Pro Tem Newton said he did not agree with extending the recruitment period. Mayor Pro Tem Newton stated that the motion to extend the recruitment period is sending out the wrong message. He agrees that the EDAC interview process needs revision, but noted that five members of EDAC voted to recommend the applicant and that recommendation should be respected.

Council Member Grundmeyer stated that now is not the time to extend the recruitment period when there is an application on the table.

Council Member Hoffman indicated that there are approximately six sub-committees in EDAC and reducing the membership would impact those sub-committees. Council Member Hoffman restated that the resolution which outlines the membership, purpose, and requirements of EDAC needs to be revised.

A substitute motion was made by NEWTON and seconded by GRUNDMEYER to vote on the applicants presented. The motion failed as a result following roll call vote:

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

The original motion failed as a result of the following roll call vote:

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

M/S BASH/GRUNDMEYER to move forward with the slate as it stands and proceed with the voting process. The motion was carried by the following roll call vote:

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

The City Council voted by ballot as follows:

Parks and Recreation Commission:

The City Council voted unanimously to reappoint Geoff Kahan and appoint Melissa Woodward.

Planning Commission:

The City Council voted unanimously to reappoint Patricia Hedges.

Economic Development Advisory Council:

Mayor Bash: abstained
Mayor Pro Tem Newton: voted for Tina Gregory
Council Member Hanna: abstained
Council Member Grundmeyer: voted for Tina Gregory
Council Member Hoffman: abstained

As a result of a lack of a majority vote of the City Council to appoint Tina Gregory, the vacancy remains on the Economic Development Advisory Council.

B. Norco Community Center Local Landmark Designation. (Historic Resources Consultant)

Historic Resources Consultant Bill Wilkman presented the Council with a brief history of the Community Center. In 1924, Rex Clark set out to continue his vision of a complete community by building an elementary school using the architectural services of the notable G. Stanley Wilson who also built parts of the Mission Inn and parts of the Norconian Hotel. The school opened in 1925 and expanded in 1927, which included more classrooms and an auditorium. The auditorium that stands today is a replacement, which was built in the 1970's. The North Corona Land Company built all aspects of the school using local materials. The Work Progress Administration (WPA) also contributed to additional facilities. In 1933, the Field Act required that schools meet certain earthquake safety requirements, which the Norco school did not. In the late 1940s, the school district turned the property over to the community. The Norco Community Center Committee purchased the school and surrounding property. They completely restored the school and retrofitted it to be used as a Community Center. The swimming pool was added in 1958. The pool house was designed by a Corona architect and built in 1959. The Scout House was initiated in 1963 but not completed until 1968. The City's first meeting as an incorporated municipality took place in the Fireplace Room, now named the Bob and Karlene Room, on December 28, 1964. City administrative staff had offices in the Community Center.

The Norco Community Center is one of the very few elements still standing from the original Norco Village created by Rex Clark. The Norco Community Center property qualifies for designation as a City landmark. There are contributing elements to the landmark, which include the school house and auditorium, all of the WPA walls, the section of the original chain link fence atop the WPA walls south of Riley Gym, the arch, the sign, all the landscaped areas, the pine trees in the landscaped areas, and the pool house. Mr. Wilkman commented on the non-contributing elements. However, the Scout House is being recommended to be a point of historical interest.

City of Norco's Historic Preservation Commission recommends that the City Council designate the Community Center as a cultural heritage landmark based on its historical role as the City's first elementary school and City Hall, its distinguished architecture and overall cultural significance to the history and development of the City of Norco.

There was some discussion about the pool house being a contributing element. Director Petree stated that the pool house is not salvageable and recommended demolishing it. Mr. Wilkman said that if the pool house is included in the landmark designation and the City wanted to tear it down at a later time, the City would have to go through the CEQA process.

Council Members Hoffman and Hanna suggested removing the pool house as contributing factor to the landmark designation.

Mayor Pro Tem Newton asked Director Petree if there were any other items to remove as contributing factors. Director Petree suggested that the chain link fence be removed as a factor. There was some discussion about removing the chain link fence, pool, and pool house.

Historic Preservation Commission Chair Matt Potter briefly spoke about the work Mr. Wilkman has done and that he has established why the Norco Community Center is important. Chair Potter and the Historic Preservation Commission pushed for the landmark designation because it is an iconic property. It is important that the City make a statement and show interest in protecting the cultural fabric of the community.

Pat Overstreet commented that the Norco Community Center property is iconic and charming. Ms. Overstreet said it is a beautiful piece of property and the landmark designation is the right thing to do.

M/S HANNA/BASH to adopt Resolution No. 2016-43, approving the nomination of the Community Center as Norco Cultural Heritage Landmark No. 2, with the condition of removing the following contributing elements: fencing, pool, and pool house. The motion was carried by the following roll call vote:

AYES: BASH, GRUNDMEYER, HANNA, HOFFMAN, NEWTON

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

7. CITY COUNCIL / CITY MANAGER / STAFF COMMUNICATIONS:

Director Blais commented that feedback signs will be installed next week on North Drive. Two feedback signs have been purchased for use around the City. The traffic mitigation for SilverLakes was reimbursed by Balboa Management, LLC.

In response to Council Member Hoffman, Director King indicated than an update to the Norco Hills Specific Plan will be presented to the Planning Commission in July.

Council Member Hoffman requested to agendize revisions to Resolution No. 2014-40.

M/S HOFFMAN/BASH to agendize revisions to Resolution No. 2014-40 regarding Economic Development Advisory Council membership, requirements, and processes. The motion was carried by the following roll call vote:

AYES: BASH, GRUNDMEYER, HANNA, HOFFMAN, NEWTON

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

Council Member Hoffman expressed that there are code cases that have been pending for over a year and requested updates.

ADJOURNMENT

Mayor Bash adjourned the meeting at 10:45 p.m. with a moment of silence for the 49 victims of the mass shooting in Orlando, Florida.

Cheryl L. Link, CMC, City Clerk

**CITY OF NORCO
STAFF REPORT**

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager

PREPARED BY: Cheryl L. Link, City Clerk 

DATE: July 6, 2016

SUBJECT: Designation of Voting Delegate and Alternates for the 2016 League of California Cities Annual Conference

RECOMMENDATION: Adopt **Resolution No. 2016-44**, appointing Mayor Kevin Bash as the voting delegate, Council Member Berwin Hanna as the first alternate delegate, and Council Member Ted Hoffman as the second alternate to represent the City of Norco at the 2016 League of California Cities Annual Conference.

SUMMARY: The League of California Cities will be hosting its Annual Conference in October 2016. An important part of the Annual Conference is the Annual Business Meeting. In order to vote at that meeting, the City Council must designate a voting delegate, along with up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

BACKGROUND/ANALYSIS: The League of California Cities will be hosting its Annual Conference from October 5-7, 2016 in Long Beach. One important aspect of the Annual Conference is the Annual Business Meeting when the membership takes action on resolutions. Annual resolutions guide cities and the League in combined efforts to improve the quality, responsiveness and vitality of local government in California.

Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the City Council. This designation must be done by Council action and cannot be accomplished by individual action or the Mayor or City Manager alone.

Mayor Bash and Council Members Hanna and Hoffman are scheduled to attend the League Conference. Therefore, the Council is recommended to appoint Mayor Bash as the City's voting delegate and Council Members Hanna and Hoffman as the City's alternate voting delegates

FINANCIAL IMPACT: No financial impact as a result of this action.

Attachment: Resolution No. 2016-44

RESOLUTION NO. 2016-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO APPOINTING ONE VOTING DELEGATE AND TWO VOTING ALTERNATES FOR THE 2016 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

WHEREAS, the League of California Cities will be hosting its Annual Conference in October 2016 in Long Beach, California, and an important part of the Annual Conference is the Annual Business Meeting; and

WHEREAS, In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate, along with up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity; and

WHEREAS, Consistent with League bylaws, the designation must be done by Council action and cannot be accomplished by individual action or the Mayor or City Manager alone; and

WHEREAS, Mayor Kevin Bash, Council Member Berwin Hanna, and Council Member Ted Hoffman will be attending the League of California Cities Annual Conference in October 2016.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Norco that the following are hereby designated as voting delegates to represent the City of Norco at the League of California Cities Annual Conference in Long Beach, California in October 2016:

1. Mayor Kevin Bash shall be designated as the voting delegate; and
2. Council Member Berwin Hanna shall serve as the first alternate, and Council Member Ted Hoffman shall serve as the second alternate in the event that the designated voting delegate is unable to serve in that capacity.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held July 6, 2016.

Kevin Bash, Mayor
City of Norco, California

ATTEST:

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

Resolution 2016-44

Page 2

July 6, 2016

I, Cheryl L. Link, City Clerk of the City of Norco, California, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of Norco, California, at a regular meeting thereof held on March 2, 2016 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Norco, California on March 2, 2016.

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

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager *AO*

PREPARED BY: Chad Blais, Director of Public Works

DATE: July 6, 2016

SUBJECT: Amendment No. 4 to the Project and Capacity Agreement for the Expansion of the Western Riverside County Regional Wastewater Authority (WRCRWA) Treatment Plant

RECOMMENDATION: Approve Amendment No. 4 to the Project and Capacity Agreement for the expansion of the Western Riverside County Regional Wastewater Authority Treatment Plant, subject to non-substantive changes and approval by all WRCRWA member agencies.

SUMMARY: The City of Norco (Norco) is a member of WRCRWA, which jointly exercises powers to own, operate, convey, treat and maintain wastewater treatment facilities, commonly referred to as the Western Riverside County Regional Wastewater Authority. At its June 21, 2016 Board meeting, the WRCRWA Board of Directors approved the Amendment No. 4 to the Project and Capacity Agreement. Amendment No. 4 modifies Section 22 of the Project and Capacity Agreement with an adjustment to the Administrator's and Executive Committee's change order authority to three percent of the estimated cost of the expansion project. The governing bodies of each of the Member Agencies are now recommended to approve Amendment No. 4 in order for it to become effective.

BACKGROUND/ANALYSIS: Norco is a member of WRCRWA, which jointly exercises powers to own, operate, convey, treat and maintain wastewater treatment facilities, commonly referred to as the Western Riverside County Regional Wastewater Authority. The treatment facility was constructed to operate as a regional wastewater conveyance, treatment and disposal system to serve its member agencies: Home Gardens, Jurupa Community Services District (JCSD), Western Municipal Water District (WMWD), the City of Corona (Corona), and Norco. The WRCRWA wastewater facility was originally designed to treat 8 million gallons of wastewater per day (MGD). Norco's existing WRCRWA conveyance capacity is 2.5 mgd and the treatment capacity is 2.2 mgd.

The original Project and Capacity Agreement for the Expansion of the Western Riverside County Wastewater Regional Wastewater Authority Treatment Plant (Original Agreement) was approved by the WRCRWA Board of Directors on March 8, 2012. The Norco City

Council, at their August 1, 2012 meeting, approved the Project and Capacity Agreement for the Expansion of the Western Riverside County Regional Wastewater Authority Treatment Plant.

Amendment No.1 reset the timetable for Corona's Buy-In payments, and established revised amounts for JCSD's contribution toward additional design fees in order to meet JCSD's request for the additional capacity of 1.25 million gallons per day (MGD). The action also reset the timetable for JCSD's and Norco's design fee deposits.

Amendment No. 2 to the Project and Capacity Agreement for the Expansion of the Western Riverside County Regional Wastewater Authority Treatment Plant addresses Jurupa's request for an additional 1.25 MGD to create a total expansion of 5.25 MGD from the existing 8.0 MGD to 13.25 MGD.

Amendment No. 2 follows the rationale used in the Original Agreement:

1. Expanders (those in need of additional treatment capacity) and Non-Expanders (those not in need of additional capacity), will donate all existing and ultimate stranded capacity in existing components to the expansion project.
2. All Members agree to donate 100% of Corona's Buy-In (\$4.0 million) to the expansion project.

Amendment No. 3 to the Project and Capacity Agreement for the Expansion of the Western Riverside County Wastewater Treatment Plant revises the expansion plan to 14 MGD and incorporates principles for sharing State Revolving Fund (SRF) loan financing into the previously approved Project and Capacity Agreement including Amendments 1 and 2.

Amendment No. 3 modifies the Capital Improvement Budget by changing the amended expansion plan of 5.25 MGD (from 8.0 to 13.25 MGD) to the current expansion plan of 6.0 MGD (from 8.0 MGD to 14.0 MGD). The 14.0 MGD Expansion Project Budget is \$72.62 million dollars as reported to the state in the SRF loan application. Corona's Buy-in of \$4.0 million no longer reduces the upfront project cost and instead will be used to satisfy most of the state mandated SRF debt service reserve requirements, for one year of debt service, estimated at approximately \$4.4 million. Corona's Buy-in will then be available in the 20th year of the loan payment schedule to make the final debt service payment. Therefore, instead of the \$4.0 million Corona Buy-in being used to reduce costs prior to the first year, it will be available to reduce costs in the last year of debt service.

Amendment No. 3 defines the cost sharing by the Parties if the project cost if the project cost exceeds \$10 per gallon as a result of added odor control facilities, excluding change orders, the actual cost of added odor control facilities will be shared by all Members, not to exceed

the estimated cost of the added odor control facilities when spread to the entire 14.00 MGD Project.

Finally, if the total project cost estimate (after receiving bids) exceeds \$10 per gallon plus the cost of added odor control facilities, a total of \$64,000,000, the WRCRWA Board of Directors will have the option of rejecting all bids and having staff and consultants review the 14.0 MGD expansion project scope.

When the 6.0 MGD Expansion Project is completed Norco will own a treatment capacity right of 2.7 MGD.

The Agreement has attached Exhibits "A" through "E" describing the following;

- Exhibit "A" describes advanced funding from the Parties.
- Exhibit "B" describes the 6.0 MGD project cost by category.
- Exhibit "C" describes existing Member treatment capacity and expanded Member capacity.
- Exhibit "D" is a cost allocation diagram
- Exhibit "E" are examples of funding scenarios for each component of the expansion project.

Amendment No. 4 modifies Section 22 of the Project and Capacity Agreement with an adjustment to the Administrator's and Executive Committee's change order authority to three percent of the estimated total cost of the 17 MGD expansion project.

Section 22 of the Project and Capacity Agreement describes the Administrator's and Executive Committee's change order authority limit of \$1,000,000 for the expansion project. This limit was based on the initial expansion up to 12 MGD at a project cost of \$44,000,000. The current project has increased the expansion to 14 MGD at an estimated cost of \$72,000,000.

FINANCIAL IMPACT: Approval of Amendment No. 4 will not increase planned expenditures within the Sewer Capital Improvement Program Fund (147). There is no financial impact to the Sewer Fund.

Attachments: Project and Capacity Agreement Amendment No. 4
 Project and Capacity Agreement

WRCRWA BOARD OF DIRECTORS MEMORANDUM 879
Agenda Item 4-A

June 21, 2016

TO THE BOARD OF DIRECTORS:

| | |
|---------------------------------------|---------------|
| S.R. "Al" Lopez, Chair | Craig Miller |
| Jonathan Daly, Vice Chair | Tom Moody |
| Daniel Archuleta, Secretary-Treasurer | Janey Gress |
| Jane Anderson | Todd Corbin |
| Greg Newton | Bill Thompson |

FROM: Jeffrey D. Sims, Administrator

CONSIDER APPROVAL OF AMENDMENT NO. 4 TO THE PROJECT AND CAPACITY AGREEMENT (MEMORANDUM 879)

RECOMMENDATION:

The Executive Committee and staff recommend the Board of Directors:

1. Approve Amendment No. 4 to the Project and Capacity Agreement for the Expansion of the Western Riverside County Regional Wastewater Authority Treatment Plant; and
2. Direct each member agency to present Amendment No. 4 to their governing body for execution.

BUDGET IMPACT:

None

EXECUTIVE SUMMARY:

Section 22 of the Project and Capacity Agreement outlines the Administrator's and Executive Committee's change order authority limit of \$1 million for WRCRWA's Plant Expansion Project. This was based on an initial expansion of 4 MGD at a project cost of \$44 million. Since the Project and Capacity Agreement was originally executed, the WRCRWA Expansion Project has increased to 14 MGD, and the total project budget has increased from \$44 million to \$72.62 million.

Amendment No. 4 modifies Section 22 of the Project and Capacity Agreement with an adjustment to the Administrator's and Executive Committee's change

WRCRWA Board of Directors Memorandum 879

June 21, 2016

Page 2 of 2

order authority to three percent of the total estimated cost of the WRCRWA 14 MGD Expansion Project.



JEFFREY D. SIMS, P.E.
Administrator

Attachments:

1. Amendment No. 4 to the Project and Capacity Agreement for the Expansion of the Western Riverside County Regional Wastewater Authority Treatment Plant
2. Project and Capacity Agreement for the Expansion of the Western Riverside County Regional Wastewater Treatment Plant

JDS:tb

**AMENDMENT NO. 4 TO THE PROJECT AND
CAPACITY AGREEMENT FOR THE EXPANSION OF THE
WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER TREATMENT
PLANT**

THIS AMENDMENT NO. 4 is made and entered into by and between the Home Garden Sanitary District, a sanitary district (hereinafter “Home Gardens”), the City of Corona, a municipal corporation (hereinafter “Corona”), the City of Norco, a municipal corporation (hereinafter “Norco”), Jurupa Community Services District, a community services district (hereinafter “Jurupa”), and Western Municipal Water District of Riverside County, a municipal water district (hereinafter “Western”) (sometimes hereinafter individually and collectively referred to respectively as “Party” or the “Parties”), and shall be effective _____, 2016

RECITALS

A. WHEREAS, Corona, Home Gardens, Jurupa, Norco, Western, and the Santa Ana Watershed Project Authority (SAWPA) entered into the Project and Capacity Agreement for the Expansion of the Western Riverside County Regional Wastewater Authority Treatment Plant dated March 8, 2012 (hereinafter the “Project Agreement”), initially for a treatment plant expansion project of 4.0 million gallons per day (“MGD”) thereby proposing to increase the current upgraded capacity of the Authority’s treatment plant from 8.0 MGD to 12 MGD Total Rated Capacity.

B. WHEREAS, SAWPA formally withdrew from the Authority on June 30, 2012, thereby withdrawing itself as a Party to the Project Agreement.

C. WHEREAS, the Parties entered into Amendment No. 1 to the Project Agreement, effective July 31, 2012, for the purpose of rescheduling Jurupa and Norco advance deposits for the treatment plant expansion design work, and restructuring the installment due dates for Corona's Buy-In.

D. WHEREAS, the Parties entered into Amendment No. 2 to the Project Agreement, effective November 14, 2012, to provide for Jurupa’s 1.25 MGD expansion of treatment capacity for a revised treatment plant expansion project of 5.25 MGD thereby proposing to increase the current plant capacity from 8.0 MGD to 13.25 MGD of Total Rated Capacity and to memorialize the allocation of treatment capacity among the Parties upon completion of the proposed 13.25 Project.

E. WHEREAS, the Parties entered into Amendment No. 3 to the Project Agreement, effective October 20, 2014, to accommodate Home Gardens' requested 0.38 MGD and Corona's requested 0.37 MGD of additional treatment plant expansion capacity in the Authority’s treatment plant thereby proposing to further increase the current plant capacity from 8.0 MGD to 14.00 MGD Total Rated Capacity and to memorialize the allocation of treatment plant capacity among the Parties upon completion of the 14.00 MGD Project.

F. WHEREAS, the Project expansion increased in size from an original 4 MGD to 6 MGD to a total rated capacity of 14 MGD and the total project budget thereby increased from \$44 million to \$72.62 million, but the change order authorization amounts in Section 22 of the Project Agreement for the Authority's Administrator and the Authority's Executive Committee were not increased.

G. WHEREAS, the purpose of this Amendment No. 4 to the Project Agreement is to modify Section 22 of the Project Agreement to remove the \$1 million limit on the change order authority of the Administrator and the Executive Committee such that change order requests not exceeding three (3%) percent of the total estimated cost of the Project (\$72.62 million) shall be considered and be approvable by the Administrator or the Executive Committee as provided in Sections 19, 20 and 21 of the Project Agreement.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals the Parties agree as follows:

1. This Amendment No. 4 incorporates all recitals, terms and conditions of the Project Agreement, together with Amendment No. 1, Amendment No. 2, and Amendment No. 3 thereto, except as modified by this Amendment No. 4.

2. Section 22 of the Project Agreement is hereby modified to delete the \$1 million aggregate limit on the change order authority of the Authority's Administrator and the Authority's Executive Committee such that change order requests for the Project not exceeding three (3%) percent of the estimated total cost of the Project, including design and construction costs (\$72.62 million), shall be considered and be approvable by the Administrator or the Executive Committee as provided in Sections 19, 20 and 21 of the Project Agreement. Specifically, subject to the three (3%) percent aggregate limit above, the Administrator may consider and approve a change order request if less than \$100,000 each as provided in Section 19 of the Project Agreement. The Executive Committee may consider and approve change orders of \$100,000 but less than \$500,000 each as provided in Section 20 of the Project Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 on the month, day and year shown below.

CITY OF CORONA

Dated: _____

By _____
Its General Manager

Dated: _____

By _____
Its City Clerk, Chief deputy

CITY OF NORCO

Dated: _____

By _____
Its General Manager

Dated: _____

By _____
Its City Clerk

HOME GARDENS SANITARY DISTRICT

Dated: _____

By _____
Its President

Dated: _____

By _____
Its Secretary

JURUPA COMMUNITY SERVICES DISTRICT

Dated: _____

By _____
Its President

Dated: _____

By _____
Its Secretary

WESTERN MUNICIPAL WATER DISTRICT
OF RIVERSIDE COUNTY

Dated: _____

By _____
Its President

Dated: _____

By _____
Its Secretary

**PROJECT AND CAPACITY AGREEMENT FOR THE EXPANSION OF THE
WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY
TREATMENT PLANT**

THIS AGREEMENT is made and entered into this 8th day of March, 2012, (the "effective date") by and between the HOME GARDENS SANITARY DISTRICT, a sanitary district (hereinafter "Home Gardens"), the CITY OF CORONA, a municipal corporation (hereinafter "Corona"), the CITY OF NORCO, a municipal corporation (hereinafter "Norco"), JURUPA COMMUNITY SERVICES DISTRICT, a community services district (hereinafter "Jurupa"), SANTA ANA WATERSHED PROJECT AUTHORITY, a joint powers public agency (hereinafter "SAWPA"), and WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, a municipal water district (hereinafter "Western") (sometimes hereinafter collectively referred to as the "Parties"), and is effective only upon adoption by all of the PARTIES.

RECITALS

A. WHEREAS, Western Riverside County Regional Wastewater Authority (hereinafter "the Authority") was formed as a Joint Powers Authority in 1992 to construct and operate a regional wastewater conveyance, treatment and disposal system to serve its member agencies: Home Gardens, Norco, Jurupa, SAWPA and Western.

B. WHEREAS, the Authority's existing treatment plant is currently being upgraded to ensure it will have the capability of treating and disposing 8 million gallons per day ("mgd"), but will need to be expanded by 4 mgd to meet the near term needs of some member agencies.

C. WHEREAS, this Project and Capacity Agreement is intended to address the construction of such a 4 mgd treatment plant expansion from its current upgraded capacity of 8 mgd to the proposed capacity of 12 mgd (the "Project") and to memorialize capacity allocation upon completion of the Project, with "Capacity" being defined as "average daily flow."

D. WHEREAS, the Parties needing the Project include Jurupa, Norco, and Corona, and are known collectively as the "Expanders." Jurupa and Norco are "Member Expanders."

E. WHEREAS, the Authority's member agencies with sufficient capacity rights that have no need for further expansion are Western and Home Gardens and are known as the "Non-Expanders."

F. WHEREAS, SAWPA has no need for the Authority's wastewater disposal services and, therefore, is neither an Expander nor Non-Expander. Rather, SAWPA was instrumental in financing the construction of the original conveyance, treatment, and disposal facilities for the Authority to meet SAWPA's obligation to provide alternative facilities for disposal of wastewater that was removed from the Inland Empire Brine Line (formerly SARI) system. SAWPA's primary role in the Authority JPA is to make debt service payments on the loan in its name that was used to fund the construction of such original facilities.

G. WHEREAS, Corona is not a member agency of the Authority but has a need to become a member and is in need of capacity rights in the Project.

H. WHEREAS, Non-Expanders and Expanders have provided cash advances to the Project to finance expenses for the EIR, engineering studies, planning and cost allocation work associated with the expansion of the treatment plant, the details of which are provided in Exhibit "A" attached hereto and made a part of this Agreement.

I. WHEREAS, future elements of work include final design for the selected alternative, construction contract documents, bidding process, engineering support during construction, construction management services, and construction of the Project.

J. WHEREAS, Member Expanders and Non-Expanders hold certain capacity rights in the original facilities as determined by previous agreements. Such capacity is known as Treatment Disposal capacity and Ultimate Capacity, and South Regional Interceptor and Pump Station capacity all herein defined as Existing Capacity, Ultimate Capacity and Conveyance Capacity respectively.

K. WHEREAS, the disposition, costs, and means of allocating Conveyance Capacity will be addressed in a separate agreement.

L. WHEREAS, there is a need to begin final design now on the Project because the estimated average daily flow to the treatment plant will increase during the time needed for final design, bidding, award of construction contract, and actual construction and, therefore, time is of the essence and funding is needed now to initiate final design.

M. WHEREAS, studies have been prepared by engineering firms including the initial study by Carollo Engineering and subsequent study by the engineering team of Webb/Aqua. Unused Existing Capacity was identified in various facilities as excess to that needed in the operation of the existing 8 mgd treatment plant that would benefit the expansion.

N. WHEREAS, by previous agreement, there is 11.63 mgd Ultimate Capacity at the treatment plant, and all unused Ultimate Capacity excess to the 8 mgd operation will be utilized by the Project, with total Ultimate Capacity defined as 12 mgd.

O. WHEREAS, examples of facilities with unused Existing Capacity include solids handling, the administration building, and facilities with unused Ultimate Capacity include land and outfall.

P. WHEREAS, after developing all inclusive "go forward" costs estimated at approximately \$42 million for the Project (including final design, contract documents, bidding, engineering support during construction, construction management services, inspection, construction costs and contingency), Webb/Aqua developed a preliminary cost allocation plan for the Project based on findings that expansion improvements will improve efficiency and lower annual operation and maintenance costs.

Q. WHEREAS, the Authority's member agencies appointed a Technical Advisory Committee (TAC) to review the work of the engineers.

R. WHEREAS, the conclusion of the TAC was that Expanders and Non-Expanders should contribute to the Project because all will reap Operational Benefits through lower annual Operational Costs. One alternative was the contribution of capital by the Non-Expanders. A second alternative was for the Non-Expanders to make an In-Kind contribution of unused Existing Capacity and Ultimate Capacity, excess to the needs of the Non-Expanders.

- S. WHEREAS, the purpose of this Project Agreement is to provide:
- a. An agreement and budget for the Project pursuant to Section 7 of the Authority's Joint Exercise of Powers Agreement;
 - b. A cost allocation plan for the Project;
 - c. The terms and conditions for the admission of Corona as a member of the Authority;
 - d. Indemnification for financial liability and responsibility associated with the Project; and
 - e. Reallocation of Existing and Ultimate Capacity upon completion of the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained herein, the Parties agree as follows:

1. The estimated budget for the Project is shown on Exhibit B attached hereto and made a part of this Agreement. Total cost of the Project has been reduced by utilizing unused Existing Capacity and Ultimate Capacity associated with the existing 8 mgd treatment plant. Prior to completion of the Project, total Existing Capacity was 8 mgd and total Ultimate Capacity was 11.63 mgd. However, such Ultimate Capacity is hereby redefined as 12 mgd. Distribution of Existing and Ultimate Capacity before and after the Project is shown in Exhibit C attached hereto and made a part of this Agreement. A diagram depicting contributions by Expanders and Non-Expanders is shown in Exhibit D attached hereto and made a part of this Agreement.
2. Corona shall contribute capital to become a member of the Authority ("Corona's Buy-In"). Corona's Buy-In shall be \$4,000,000.00 and shall constitute Corona's payment-in-full to become a member of the Authority. Corona's Buy-In shall be non-refundable if and when Corona becomes a member of the Authority.
3. Corona's Buy-In cost of \$4,000,000 is based on the depreciated value of the existing treatment plant and Corona's resultant projected share of the proposed expanded 12 mgd treatment plant, and could be calculated by a number of methodologies.

Based on WRCRWA records, the value of the current 8 mgd plant is approximately \$40,000,000. The Congressional Budget Office Depreciation Range is 2.7% to 3.3% for 30 year to 37 year life facility. The Modified Accelerated Cost Recovery System is the current tax depreciation system in the United States. It does not list a wastewater treatment plant as a complete asset but instead relies on a distribution of depreciation component by component. Therefore, the Congressional Budget Office Depreciation formula is used herein.

If the plant is depreciated at:

2.7% x 12 yrs of Operation = 32% or 68% Remaining

3.3% x 12 yrs of Operation = 40% or 60% Remaining

60% x \$40 million = \$24,000,000

68% x \$40 million = \$27,000,000

Corona's share of the expanded plant after it becomes a member of WRCRWA is 2 mgd/12 mgd = 1/6 or approximately 16.67%. Therefore, using CBO Depreciation rates, Corona's Buy-In cost could vary between \$4,000,000 and \$4,500,000 (@ 2.7% \$27M/6 = \$4.5M; @ 3.3% \$24M/6 = \$4M).

The Parties agree and by this Agreement establish Corona's Buy-In cost at \$4,000,000

4. Corona shall deposit its Buy-In into the Authority's work order account established for the Project (the "Project Work Order Fund") in the following installments.

| <u>Installment Number</u> | <u>Date the Installment is due and payable</u> | <u>Installment amount</u> |
|---------------------------|--|---------------------------|
| First: | no later than 60 days after the Authority approves the JPA Addendum admitting Corona to the Authority | \$ 700,000.00 |
| Second: | no later than 180 days after the Authority approves the JPA Addendum admitting Corona to the Authority | \$1,300,000.00 |
| Third: | no later than 30 days after the Authority opens bids for construction of The Project | \$2,000,000.00 |
| Corona's Total Buy-In | | \$4,000,000.00 |

5. A portion of Corona's Buy-In shall reduce the actual final cost of the Project for the Expanders and allow Corona to share Existing and Ultimate Capacity. The distribution and reallocation of Existing and Ultimate Capacity after the Project has been completed is shown on the attached Exhibit C under the heading "After the Project." Such distribution and reallocation of Existing and Ultimate Capacity hereby supersedes all prior agreements and resolutions allocating Existing and Ultimate Capacity to the Authority's member agencies.
6. Member Expanders shall provide an initial cash deposit to commence final design no later than 30 days after the Authority's award of the final design contract. The initial deposit shall be accounted for as a part of the Member Expanders total cost for the Project.

| <u>Member Expander</u> | <u>Initial Deposit for Final Design</u> |
|------------------------|---|
| Jurupa | \$225,000 |
| Norco | \$ 75,000 |
| Total | \$300,000 |

7. Expanders shall contribute unused Existing Capacity and Ultimate Capacity to the Project and shall contribute capital to the Project in proportion to the Expanders' share of the 4 mgd expansion. All Expanders shall pay the same per gallon cost, calculated by first reducing the actual total cost of the Project by Corona's Buy-In amount and then dividing the remainder by 4 mgd, as shown in Exhibit E, attached hereto and made a part of this Agreement.
8. Expanders shall deposit an estimated capital contribution of approximately \$10 per gallon of requested capacity reduced by prior deposits for an approximate Go-Forward total of \$38 million for the 4 mgd expansion (which may be adjusted further after receiving construction bids) into the Project Work Order Fund no later than 30 days after the bid opening for construction of The Project as shown in Exhibit E, attached hereto and made a part of this Agreement.
9. Non-Expanders shall provide an In-Kind Contribution of unused Existing Capacity and Ultimate Capacity to the Project in lieu of a capital contribution and in return share in the benefits of lower annual O&M costs upon completion of the Project. The Non-Expanders' contribution of unused capacity together with the Non-Expanders' pass-through of Corona's capital payment for the Project constitutes payment in full by the Non-Expanders for the Project. No other contributions shall be required of the Non-Expanders in the event upgrades are needed in the future to bring the expansion to a full 4 mgd, for a total of 12 mgd.
10. Expenses related to the prior work of planning, environmental and preliminary design, together with the "go forward" work of final design, construction contract document preparation, bidding process, engineering support during construction, construction management and inspection services, and the labor, equipment, and material necessary for construction of the Project shall be funded from the Project Work Order Fund using the cost allocation plan in this Agreement. Expanders and Non-Expanders shall be provided credit and refunds for cash deposits that were provided to finance Dunbar EIR work, including by example (\$66,000.00), Carollo planning work (\$481,000.00) and Webb/Aqua preliminary design work (not to exceed \$500,000.00) as shown more specifically in Exhibits A and F, attached hereto and made a part of this Agreement.
11. The Authority shall make monthly payments from the Project Work Order Fund to contractors and service providers for "go forward" work based on approved invoices.
12. Construction contract administration, engineering services, legal, administration and other "go forward" costs incurred by the Authority and attributable to The Project shall be paid from the Project Work Order Fund.

13. The Authority's Administrator or engineering and/or financial representatives shall review all service provider invoices prior to approving. Final corrected, approved invoices shall be electronically forwarded to the Administrator or his designee for approval and then to the Authority's finance staff for payment.
14. The Construction Management firm selected by the Authority to manage the Project's construction activities shall review invoices from the Construction Contractor together with daily reports from the inspector prior to approving partial pay requests from the Construction Contractor. Final corrected, approved partial pay requests shall be forwarded to the Administrator or his designee for approval and then to the Authority's finance staff for payment.
15. In the event the Project Work Order Funds are being depleted and additional amounts are needed to complete the Project and the additional amounts do not cause the total anticipated expenditures to exceed the budget in Exhibit B, the Authority finance staff shall invoice the Expanders the amount deemed necessary to complete construction of the Project. The invoice shall show the total amount needed and each Expander's proportionate share calculated by dividing the individual Expander's requested Capacity by the total capacity (4 mgd) for the expansion and multiplying the quotient by the total amount needed in The Project Work Order. The Expanders shall pay any balance due the Authority based on actual cost incurred for the Project, no later than 40 days from receipt of the Authority's invoice.

Example based on a total Capacity expansion of 4 mgd:

| <u>Expander</u> | <u>Requested Capacity</u> | <u>Requested Fraction of total Capacity</u> |
|-----------------|---------------------------|---|
| Norco | 0.5 mgd | 0.125 |
| Jurupa | 1.5 mgd | 0.375 |
| Corona | <u>2.0 mgd</u> | <u>0.500</u> |
| | 4.0 mgd | 1.0 |

16. Extra work requests from service providers may be approved by the Administrator if the extra work is less than 12% of the service provider's original contract amount.
17. In the event that the aggregate of all service provider extra work requests exceeds 10% of the aggregate amount of all service provider contracts, each subsequent request for extra work shall be forwarded to the Executive Committee for approval.

18. Construction change orders requested by the Construction Contractor shall be reviewed by the Construction manager after consulting with the inspector.
19. Construction change orders may be approved by the Authority's Administrator if less than \$100,000.
20. Construction change orders of \$100,000 or more and less than \$500,000 shall be considered by the Authority Executive Committee. The Executive Committee may approve the change order or elect to forward the change order to the Authority Board of Directors for consideration.
21. Construction change orders forwarded from the Executive Committee and change orders of \$500,000 or more shall be considered by the Authority Board of Directors.
22. In the event the aggregate amount of all construction change order requests exceeds \$1.0 million (approximately 3% of the anticipated construction contract) each subsequent change order request shall be first reviewed by the Administrator, approved by the Executive Committee and forwarded to the Board of Directors for final approval.
23. In the event the Administrator determines that additional work is urgently needed from either service providers, equipment providers or construction contractors for the protection of life or property or to avoid loss of productivity that is likely to result in a delay claim from the construction contractor, the Administrator - after discussion with two members of the technical advisory committee - may order such urgently needed additional work. The Executive Committee shall be notified of the action by email as soon as practical and a report shall be provided to the Executive Committee at its next meeting.
24. Should any funds deposited by Expanders into the Project Work Order Fund remain upon completion of the Project and all final accountings, the amount shall be paid to individual Expanders in the same proportion as when deposited by Expanders and as shown by the Requested Fraction of Total Capacity in Section 15 of this Agreement. Payments shall be made within 90 days after the issuance of the Notice of Completion for the Project. Expanders shall not earn interest on deposited funds.
25. The Parties hereby authorize the Authority's Board of Directors to order the preparation of an Addendum No. 6 to the Authority's Joint Exercise of Powers Agreement for the purpose of admitting Corona to the Joint Powers Authority as a member agency and for consideration by the Board of Directors and the Authority's member agencies' governing boards no later than 45 days after the Authority's Board of Directors approves this Project Agreement.

26. In the event the Addendum No. 6 is not approved, the amount Corona has deposited, not to exceed, \$4.0 million shall be refunded to Corona without interest earnings, if any, within 40 days of such non-approval. Thereafter, this Agreement shall be terminated and all unexpended funds deposited with the Authority under this Agreement shall be returned to the member agencies making such deposits.
27. The Expanders herewith provide assurance to the Non-Expanders and SAWPA that all costs, expenses, debt repayment obligations, contract and tort liabilities associated with the Project and its appurtenant facilities are solely borne by the Expanders, except to the extent that such costs, expenses, obligations and/or liabilities are incurred as a result of the sole negligence of the Non-Expanders and/or SAWPA.
28. Expanders hereby specifically agree to fully assume and solely bear all financial liability and responsibility of whatever kind or nature for the Project and its appurtenant facilities, including, but not limited to, all costs, expenses, debt repayment obligations and any and all other claims, demands, lawsuits, liabilities, and/or damages arising from, pertaining to, or occasioned by the construction, operation, and/or implementation of the Project and its appurtenant facilities, either directly or indirectly; provided, however, that Expanders shall not be obligated to indemnify Non-Expanders and/or SAWPA if the complained-of act or omission results from Non-Expanders and/or SAWPA sole negligence, and provided further that Expanders shall not provide such indemnification for any obligations, claims, demands, lawsuits, liabilities or other damages to the extent covered by the Authority's liability insurance, if any. This proviso is not intended to, and shall not affect the subrogation rights, if any, of the Authority's liability insurer.
29. Nothing herein is intended to create, nor shall anything herein be construed as creating, any rights in, benefits for or obligations to, any person or entity other than the parties to this Agreement. Nothing herein shall be construed to provide that the Expanders are contracting for or assuming responsibility for any debts, liabilities or obligations of the Authority, and the obligations of the Expanders hereunder shall be limited to the indemnity provided to the Non-Expanders and SAWPA.
30. In the event that a dispute arises under this Agreement, the Parties shall submit the dispute to non-binding mediation before a retired judge or justice paid for by each of the Parties equally.

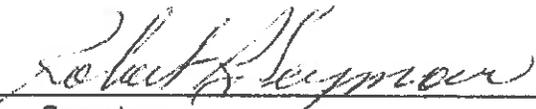
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year hereinafter indicated.

HOME GARDENS SANITARY DISTRICT

Date: _____

By 
President

Date: _____

By 
Secretary

CITY OF CORONA

Date: _____

By _____
Mayor

Date: _____

By _____
City Clerk

CITY OF NORCO

Date: _____

By _____
Mayor

Date: _____

By _____
City Clerk

JURUPA COMMUNITY SERVICES DISTRICT

Date: _____

By _____
President

Date: _____

By _____
Secretary

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year hereinafter indicated.

HOME GARDENS SANITARY DISTRICT

Dated: _____

By _____
President

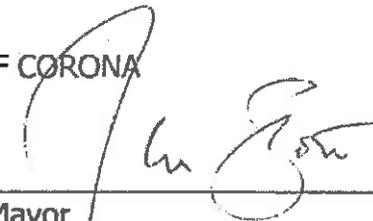
Dated: _____

By _____
Secretary

CITY OF CORONA

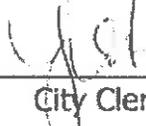
Dated: _____

By _____
Mayor



Dated: _____

By _____
City Clerk, (by) C. V. W.



CITY OF NORCO

Dated: _____

By _____
Mayor

Dated: _____

By _____
City Clerk

JURUPA COMMUNITY SERVICES DISTRICT

Dated: _____

By _____
President

Dated: _____

By _____
Secretary

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year hereinafter indicated.

HOME GARDENS SANITARY DISTRICT

Dated: _____

By _____
President

Dated: _____

By _____
Secretary

CITY OF CORONA

Dated: _____

By _____
Mayor

Dated: _____

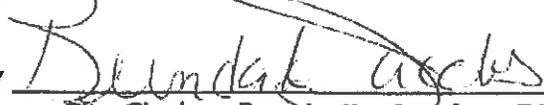
By _____
City Clerk

CITY OF NORCO

Dated: August 1, 2012

By  _____
Mayor Kevin Bash

Dated: August 1, 2012

By  _____
City Clerk - Brenda K. Jacobs, CMC

JURUPA COMMUNITY SERVICES DISTRICT

Dated: _____

By _____
President

Dated: _____

By _____
Secretary

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year hereinafter indicated.

HOME GARDENS SANITARY DISTRICT

Date: _____

By _____
President

Date: _____

By _____
Secretary

CITY OF CORONA

Date: _____

By _____
Mayor

Date: _____

By _____
City Clerk

CITY OF NORCO

Date: _____

By _____
Mayor

Date: _____

By _____
City Clerk

JURUPA COMMUNITY SERVICES DISTRICT

Date: 4/23/12

By [Signature]
President

Date: 4/23/12

By [Signature]
Secretary

**SANTA ANA WATERSHED PROJECT
AUTHORITY**

Date: 3/20/12

By  _____
Chair

Date: _____

By _____
Secretary

**WESTERN MUNICIPAL WATER DISTRICT
OF RIVERSIDE COUNTY, CA**

Date: _____

By _____
President

Date: _____

By _____
Secretary

**SANTA ANA WATERSHED PROJECT
AUTHORITY**

Date: _____

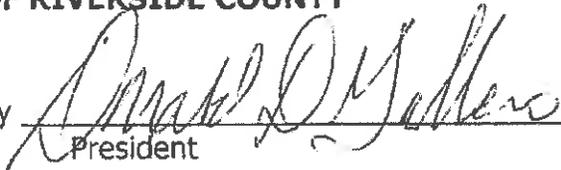
By _____
Chair

Date: _____

By _____
Secretary

**WESTERN MUNICIPAL WATER DISTRICT
OF RIVERSIDE COUNTY**

Date: _____

By  _____
President

Date: _____

By  _____
Secretary

Exhibit A
WRCRWA Project and Capacity Agreement
4 MGD EXPANSION

Funds Advanced for The Project

June 2009

At its June 2009 meeting the Board of Directors approved Memorandum No. 676 and its funding concept for expenditures related to the Carollo Engineering contract of \$440,000 for preliminary design for treatment plant upgrade and expansion, subsequently amended by the Board May 10, 2010 with an additional \$41,406 to evaluate drop in aerators for a total contract of \$481,406. The contract was terminated with an unused balance of \$17,993 yielding a total expenditure of \$463,413. The Board approved funding on the basis of Existing Capacity owned with final cost to be reconciled after the expansion cost allocation study was complete.

| WRCRWA Member Agency | Existing Capacity (mgd) | Percent of total | Pre-Design Allocation 2009 | Amended Allocation 2010 | Total Contract | Allocation Based on Total Paid |
|----------------------|-------------------------|------------------|----------------------------|-------------------------|------------------|--------------------------------|
| WMWD | 1.93 | 24.125 | \$106,150 | \$ 9,989 | \$116,139 | \$111,798 |
| JCSD | 3.25 | 40.625 | \$178,750 | \$16,821 | \$195,571 | \$188,261 |
| Norco | 2.20 | 27.500 | \$121,000 | \$11,387 | \$132,387 | \$127,439 |
| HGSD | <u>0.62</u> | <u>7.750</u> | <u>\$ 34,100</u> | <u>\$ 3,209</u> | <u>\$ 37,309</u> | <u>\$ 35,915</u> |
| Total | 8.00 | 100.00 | \$440,000 | \$41,406 | \$481,406 | \$463,413 |

Final reconciliation based on Board Memorandum No. 676 and this Project Agreement provides a credit to JCSD and Norco from The Project Work Order as shown in Exhibits E and F and a refund to WMWD and HGSD payable after construction commences. The Carollo Engineering costs shall become a part of The Project Work Order for purposes of final cost allocation purposes.

| Agency | Refund | Agency | Credit |
|--------------|-------------------|--------------|------------------|
| WMWD | \$ 111,798 | JCSD | \$188,261 |
| HGSD | <u>\$ 35,915</u> | Norco | <u>\$127,439</u> |
| Total | \$ 147,713 | Total | \$315,700 |

Exhibit A continued

August 2009

At its August 12, 2009 meeting the Board of Directors approved Memorandum No. 686 and its funding concept for expenditures related to the EIR for treatment plant enhancement and expansion. Funding was initially based on Existing Capacity owned with final cost to be reconciled after the expansion cost allocation study was complete.

| WRCRWA Member Agency(mgd) | Existing Capacity | Percent of total | EIR Cost Allocation 2009 | EIR Added Allocation 2010 | Total EIR Cost 2011 |
|---------------------------|-------------------|------------------|--------------------------|---------------------------|---------------------|
| WMWD | 1.93 | 24.125 | \$ 14,475 | \$1,428 | \$15,903 |
| JCSD | 3.25 | 40.625 | \$ 24,375 | \$2,405 | \$26,780 |
| Norco | 2.20 | 27.500 | \$ 16,500 | \$1,628 | \$18,128 |
| HGSD | <u>0.62</u> | <u>7.750</u> | <u>\$ 4,650</u> | <u>\$ 459</u> | <u>\$ 5,109</u> |
| Total | 8.00 | 100.00 | \$ 60,000 | \$5,920 | \$65,920 |

Final reconciliation based on Board Memorandum No. 686 and this Project Agreement provides a refund to WMWD and HGSD after construction commences and a credit to JCSD and Norco from The Project Work Order as shown in Exhibits E and F. The EIR costs shall become a part of The Project Work Order for final cost allocation purposes.

| Agency | Refund | Agency | Credit |
|--------|-----------------|--------|-----------------|
| WMWD | \$15,903 | JCSD | \$26,780 |
| HGSD | <u>\$ 5,109</u> | Norco | <u>\$18,128</u> |
| Total | \$ 21,012 | Total | \$44,908 |

March 2011

At its March 31, 2011 meeting the Board of Directors approved Memorandum No. 723 and its funding concept for the first \$500,000 of expenditures for preliminary design to a level of 10% and consideration of at least two alternatives: a 2 mgd expansion and a 4 mgd expansion. Although, due to an oversight, there was no provision for reconciliation of the cost distribution in Memorandum No. 723, reconciliation was intended; therefore, this Agreement provides for that reconciliation based on Expanders deposits, as shown by Exhibits E and F of this Agreement.

| | Percent Of total | Initial Maximum | Webb/Aqua Contracts |
|--------|------------------|------------------|---------------------|
| HGSD | 0 | 0 | 0 |
| WMWD | 0 | 0 | 0 |
| SAWPA | 0 | 0 | 0 |
| JCSD | 80% | \$400,000 | \$326,537 |
| Norco | 10% | \$ 50,000 | \$ 40,817 |
| Corona | <u>10%</u> | <u>\$ 50,000</u> | <u>\$ 40,817</u> |
| | 100% | \$500,000 | \$408,171 |

Exhibit B
WRCRWA Project and Capacity Agreement
4 MGD EXPANSION

The Project Budget

Construct additional facilities and utilize unused Existing Capacity and Ultimate Capacity to expand the existing, upgraded 8 mgd treatment plant by 4 mgd in Capacity to a 12 mgd treatment plant Capacity based on average daily flow (ADF) rates. These are Project estimates as of March 2012 and may be adjusted as the Project progresses with WRCRWA Board of Directors approval.

| | |
|--|---------------------|
| Construction Total | \$30 million |
| Contingency & EIR | \$ 8 million |
| Design, CM etc | <u>\$ 5 million</u> |
| Total "Go Forward" Budget for the Project | \$43 million |
| Cash Advances prior to approval of this Project Agreement | \$ 1 million |
| Total Estimated Budget | \$44 million |

Exhibit C WRCRWA Project and Capacity Agreement 4 MGD EXPANSION

Distribution of Existing and Ultimate Capacity

Before the Project

| | <u>Upgraded Existing Capacity</u> | <u>Previous Ultimate Capacity</u> | <u>Ultimate Capacity Defined Herein</u> |
|--------|---|---|---|
| HGSD | .62 | .75 | .78 |
| JCSD | 3.25 | 3.23 | 3.33 |
| Norco | 2.20 | 2.50 | 2.58 |
| WMWD | 1.93 | 5.15 | 5.31 |
| Corona | 0 | 0 | 0 |
| SAWPA | 0 | 0 | 0 |
| Total | <u>8.0</u> | <u>11.63*</u> | <u>12.00**</u> |

*Ultimate Capacity by Previous agreements.

**Ultimate Capacity defined herein as 12.00 MGD.

After the Project

| | <u>Existing Capacity</u> | <u>Ultimate Capacity</u> |
|--------|------------------------------|------------------------------|
| HGSD | .62 | .62 |
| JCSD | 4.75 | 4.75 |
| Norco | 2.70 | 2.70 |
| WMWD | 1.93 | 1.93 |
| Corona | 2.00 | 2.00 |
| SAWPA | 0 | 0 |
| Total | <u>12.00</u> | <u>12.00</u> |

Exhibit D WRCRWA Project and Capacity Agreement 4 MGD EXPANSION

COST ALLOCATION DIAGRAM

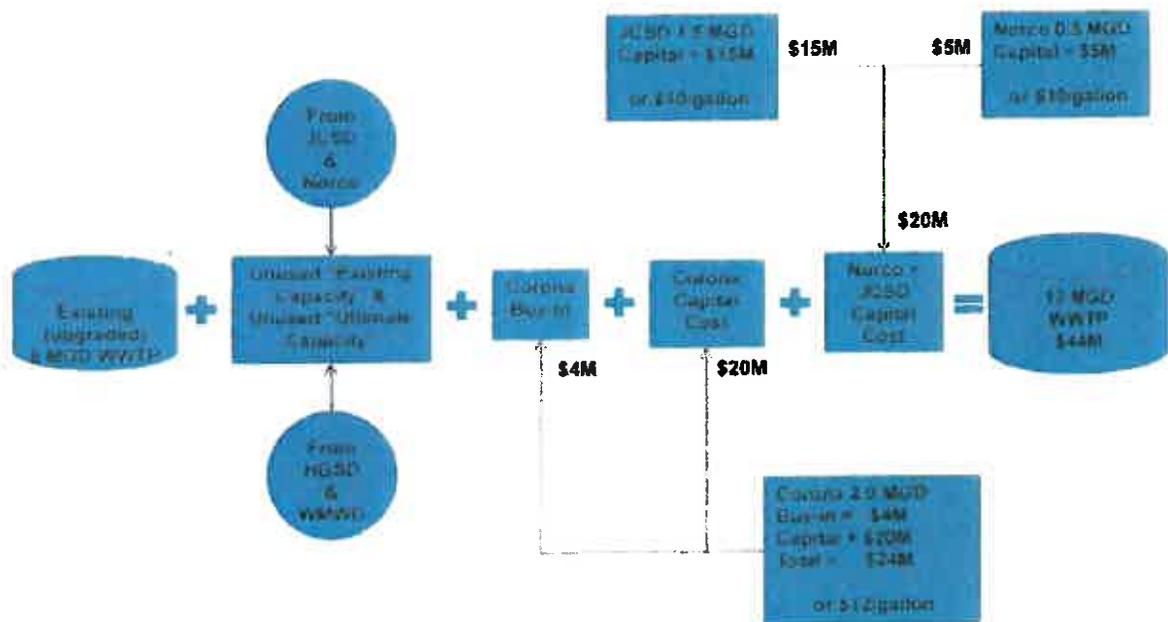


Exhibit E

WRCRWA Project and Capacity Agreement 4 MGD EXPANSION

Expanders Capital Cost Allocation Plan

Expanders shall pay the same cost per gallon, calculated by first reducing the actual cost of The Project by Corona's Buy-In amount and then dividing the remainder by 4 mgd of Capacity.

The following example calculation uses \$42,000,000 as the "go forward" cost of The Project, an estimated project cost (construction costs & soft costs related to construction) for new facilities after fully utilizing Existing Capacity and Ultimate Capacity associated with the existing 8 mgd.

Corona's Buy-In (to become a member of WRCRWA) \$ 4,000,000

Capital Contributions from Expanders

\$42,000,000 Total Estimated "Go Forward" Cost of The Project
\$ 1,167,918 Total Cash Advances from Expanders
 \$43,167,918 Approximate Project Total Cost
\$ 4,000,000 Less Corona Buy-In
 \$39,167,918 Approximate Total to Share Among Expanders

Approximate Cost Per Gallon

$(\$38,000,000 + \$1,167,918 = \$39,167,918 / 4 \text{ mgd} = \$9.79/\text{gallon})$

Expanders Share of Cost: (Requested Capacity multiplied by \$9.792/gallon)

| Expander | Requested Capacity | Expanders Approximate Share of Costs | Expanders Early Deposits | Expanders Go-Forward Deposit Estimate |
|-------------------|--------------------|--------------------------------------|--------------------------|---------------------------------------|
| JCSD | 1.5 mgd | \$14,687,969 | \$ 847,351 | \$13,840,618 |
| Norco | 0.5 mgd | \$ 4,895,990 | \$ 270,567 | \$ 4,625,433 |
| Corona | 2.0 mgd | <u>\$19,583,959</u> | <u>\$ 50,000</u> | <u>\$19,533,959</u> |
| Sub total | | \$39,167,918 | - \$1,167,918 = | \$38,000,000 |
| Corona's Buy-In | | <u>\$ 4,000,000</u> | | |
| Reconciled Total: | | \$43,167,918 | | |

For budget purposes, the total has been rounded to \$44,000,000 in accordance with Exhibit "B".

Exhibit F WRCRWA Project and Capacity Agreement 4 MGD EXPANSION

Expanders Early Capital Deposits and Final Credits

June 2009 Carollo Planning Work

| Expander | Carollo Contract Allocation | Distribution of Funds Paid Out | Credit Due the Expander | *If the Expander deposited the full amount of the Carollo Contract Allocation the Credit Due shall be: |
|----------|-----------------------------|--------------------------------|-------------------------|--|
| JCSD | \$195,571 | \$188,261 | \$188,261* | \$195,571 |
| Norco | \$132,387 | \$127,439 | \$127,439* | \$132,387 |
| Corona | 0 | 0 | 0 | 0 |

August 2009 Dunbar EIR Work

| Expander | Dunbar Contract Allocation | Distribution of Funds Paid Out | Credit Due the Expander |
|----------|----------------------------|--------------------------------|-------------------------|
| JCSD | \$26,780 | \$26,780 | \$26,780 |
| Norco | \$18,128 | \$18,128 | \$18,128 |
| Corona | 0 | 0 | 0 |

March 2011 Webb/Aqua Preliminary Design Work

| Expander | Board Max Budget Allocation March 2011 Memo 723 | Estimated Funds Paid Out Based on Webb/Aqua Contract | Credit due the Expander | *If the Expander deposited the full amount of the Board Max Budget Allocation, the credit due shall be: |
|----------|---|--|-------------------------|---|
| JCSD | \$400,000 | \$326,537 | \$326,537 * | \$400,000 |
| Norco | \$ 50,000 | \$ 40,817 | \$ 40,817 * | \$ 50,000 |
| Corona | <u>\$ 50,000</u> | <u>\$ 40,817</u> | <u>\$ 40,817 *</u> | <u>\$ 50,000</u> |
| | \$500,000 | \$408,171 | \$408,171 | \$500,000 |

Exhibit F continued

2012 Deposit of funds needed for Final Design

| Expander | Webb/Aqua Final Design Contract Allocation | Distribution of Funds to be Paid Out | Credit Due the Expander |
|----------|---|---|----------------------------|
| JCSD | \$225,000 | \$225,000 | \$225,000 ** |
| Norco | \$ 75,000 | \$ 75,000 | \$ 75,000 ** |
| Corona | 0 | 0 | 0 |

** Since these are "Go Forward" funds needed to start Final Design they are already a part of the overall budget cost estimate. However the amounts shall be credited as shown in Exhibit E, in The Project Work Order to JCSD and Norco for redistribution using the final cost allocation.

Exhibit F continued

2012 Deposit of funds needed for Final Design

| Expander | Webb/Aqua Final Design Contract Allocation | Distribution of Funds to be Paid Out | Credit Due the Expander |
|----------|---|---|----------------------------|
| JCSD | \$225,000 | \$225,000 | \$225,000 ** |
| Norco | \$ 75,000 | \$ 75,000 | \$ 75,000 ** |
| Corona | 0 | 0 | 0 |

** Since these are "Go Forward" funds needed to start Final Design they are already a part of the overall budget cost estimate. However the amounts shall be credited as shown in Exhibit E, in The Project Work Order to JCSD and Norco for redistribution using the final cost allocation.

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Chad Blais, Director of Public Works

DATE: July 6, 2016

SUBJECT: Acceptance of Proposal and Award of Performance Services Contract for On-Call Street Striping and Pavement Marking Services

RECOMMENDATION: Adopt **Resolution No. 2016-45**, accepting the proposal submitted for performance services to provide Annual On-Call Street Striping and Pavement Marking Services, awarding a multi-year contract to Superior Pavement Marking, Inc. located in Cypress, California, and authorizing the City Manager to execute the contract in the amount not to exceed \$70,000 annually.

SUMMARY: A Request for Proposal was opened on May 25, 2016 with four bidders submitting proposals: Superior Pavement Markings, Inc.; Orange County Striping Service, Inc.; PCI; and Chrisp Company. Each of the proposals were evaluated and rated to determine the best qualified candidate to meet the City's needs. Superior Pavement Markings, Inc. was rated as the most qualified candidate and staff is recommending a multi-year on-call street striping and pavement marking services contract (ending June 30, 2019) be awarded to Superior Pavement Markings, Inc. in the amount not-to-exceed \$70,000 annually.

BACKGROUND/ANALYSIS: Staff completed a Request for Proposal (RFP) for bidding purposes and on May 25, 2016, four (4) proposals were received. The contract calls for furnishing, on an "as needed" basis, all labor, materials, tools, equipment, appurtenances and incidentals to provide Street Striping and Pavement Marking Services in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) Standard Specifications (latest edition) unless otherwise specified, the City of Norco Municipal Code, and specifications and contract documents. The general items of work to be done consist of street striping and legend marking with paint and thermoplastic materials, removal of existing striping and pavement legends, including crosswalks, direction arrows, stop bars and the installation of raised dot reflective markers, and all related work to the satisfaction and acceptance of the Director of Public Works or his designee.

Resolution No. 2016-45, On-Call Street Striping and Pavement Marking Services Agreement
Page 2
July 6, 2016

Superior Pavement Markings, Inc. is located at 5312 Cypress Street., Cypress, California 90630 and has been providing city street maintenance services for 16 years.

Staff is requesting that the City Council accept the proposal, award a multi-year contract to Superior Pavement Markings, Inc., and authorize the City Manager to execute the multi-year contract ending June 30, 2019.

FINANCIAL IMPACT: The proposed service maintenance agreement is funded from portions of the Gas Tax Street Operations Fund 133, Measure A Capital Improvement Fund 137, Water Fund 124, and Sewer Fund 126 in the amount not to exceed \$70,000.00 annually.

Attachments: Resolution No. 2016-45
Agreement

RESOLUTION NO. 2016-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA ACCEPTING THE PROPOSAL SUBMITTED FOR PROFESSIONAL SERVICES TO PROVIDE ANNUAL ON-CALL STREET STRIPING AND PAVEMENT MARKING SERVICES, AWARDING A MULTI-YEAR CONTRACT TO SUPERIOR PAVEMENT MARKINGS, INC., LOCATED IN CYPRESS, CALIFORNIA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT IN THE AMOUNT NOT TO EXCEED \$70,000 ANNUALLY

WHEREAS, the Norco City Council ("Council"), has approved a street maintenance operational budget for fiscal year 2016/17 for the benefit of the Community; and

WHEREAS, the City of Norco owns and maintains approximately 122 miles of streets; and

WHEREAS, the City of Norco annually utilizes on-call street striping and pavement marking contract services on an "as-needed" basis to augment or supplement the Public Works Department; and

WHEREAS, the City of Norco sought and received multiple proposals for on-call street striping and pavement marking services and selected Superior Pavement Markings, Inc. as the most qualified candidate to meet the City's needs; and

WHEREAS, the Norco City Council authorizes the City Manager to enter into a multi-year contract for annual on-call street maintenance services with Superior Pavement Markings, Inc. attached hereto as Exhibit "A"; and

WHEREAS, the multi-year contract shall not exceed \$70,000 annually for the term on the contract ending June 30, 2019; and

NOW THEREFORE, BE IT RESOLVED that proposed on-call street maintenance service agreement is funded from portions of the Gas Tax Street Operations Fund 133-801-42220, Measure A Capital Improvement Fund 137, Water Fund 124, and Sewer Fund 126.

PASSED AND ADOPTED by the City Council at a regular meeting held on July 6, 2016.

Kevin Bash, Mayor
City of Norco, California

ATTEST:

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

I, Cheryl L. Link, CMC, City Clerk of the City of Norco, do hereby certify that the foregoing Resolution was adopted by the City Council of the City of Norco, California at a regular meeting thereof held on July 6, 2016 by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California, on July 6, 2016.

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

Attached: Exhibit A – Agreement with Superior Pavement Markings, Inc.

CITY OF NORCO
ANNUAL ON-CALL SERVICES FOR STREET STRIPING
AND PAVEMENT MARKING AGREEMENT
FISCAL YEARS 2016-17 THROUGH 2018-19

1. Parties and Date.

This Agreement is made and entered into this **6th day of July, 2016** by and between the **City of Norco**, a municipal corporation of the State of California, located at 2870 Clark Avenue, Norco, California 92860, County of Riverside, State of California, (hereinafter referred to as "City") and **Superior Pavement Markings, Inc.**, a corporation with its principal place of business at 5312 Cypress Street, Cypress, CA 90630 (hereinafter referred to as "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. Recitals.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing street striping and pavement marking services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of the City.

2.2 Project.

Contractor desires to engage Contractor to render such services for the Annual On-Call Street Striping and Pavement Marking Projects ("Project") as set forth in this Agreement.

3. Terms.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply street striping and pavement marking services on an as-needed basis necessary for the Project ("Services"). The Services are more particularly described in Exhibit A attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. The Contractor shall not conduct any work unless provided written direction by the City (including location, services requested, linear footage, etc.) and cannot be exceeded without written approval of the City.

3.1.2 Term. The terms of this Agreement shall be from July 6, 2016 to June 30, 2019, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates the Director of Public Works, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates John Lucas – President, or his designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and

subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.7.1 Period of Performance and Liquidated Damages. Contractor shall perform and complete all services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule identified by the City for each on-call service requested by the City, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule agreed to by the City and Contractor and developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of \$250.00 per day for each day of delay beyond the specified start time or beyond any completion schedule established pursuant to this Agreement.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Insurance.

3.2.9.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.9.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same

insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.9.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractors scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractors insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.9.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.9.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.9.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VIII, licensed to do business in California, and satisfactory to the City.

3.2.9.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.9.8 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Bonds. (NOT APPLICABLE)

3.2.11.1 Performance Bond. Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.11.2 Payment Bond. Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by City.

3.2.11.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.11.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services directed in writing by the City and rendered under this Agreement at the rates set forth in Exhibit B attached hereto and incorporated herein by reference. Prior to payment, the City shall inspect the authorized work and confirm the authorized service footage or quantities match said invoice. The Services shall be performed on an "as needed" basis, and the City shall issue a purchase order for said "as needed" services on a per project basis. Extra work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. The total contract shall be in the "not to exceed" amount of \$70,000 annually for the term of the contract.

3.3.2 Payment of Compensation. Contractor shall submit to City an itemized statement, per scope of work assigned, which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses or work completed unless said work was requested and authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered

to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the follow address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

**Superior Pavement Markings, Inc.
5312 Cypress Street
Cypress, CA 90630
Attention: John Lucas – President**

City:

**City of Norco
2870 Clark Avenue
Norco, CA 92860
Attention: Director of Public Works**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the US Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 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.

3.5.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.5 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits,

actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, official's officers, employees, agents, or volunteers.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully 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 Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City 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.

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

3.5.14 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 rights by custom, estoppel or otherwise.

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

3.5.16 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.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

Name of Contractor:

*By:

Signature

Name and Title

OWNER: CITY OF NORCO, a municipal corporation

*By:

Andy Okoro - City Manager

ATTEST:

Cheryl L. Link, CMC, City Clerk

APPROVED AS TO FORM:

John R. Harper, City Attorney

EXHIBIT A
Scope of Street Striping and Pavement Marking Services
Fiscal Years 2016-17 Through 2018-19

The maintenance services agreement will consist of furnishing all labor, materials, and equipment to perform all work necessary and incidental to: Provide Street Striping and Pavement Marking Services in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) Standard Specifications (latest edition) unless otherwise specified, the City of Norco Municipal Code, and specifications and contract documents. The general items of work to be done hereunder consist of street striping and legend marking with paint and thermoplastic materials, removal of existing striping and pavement legends, including crosswalks, direction arrows, stop bars and the installation of raised dot reflective markers, and all related work to the satisfaction and acceptance of the Director of Public Works or his designee, pursuant to the rates set forth in Exhibit B of this Agreement.

Exhibit B
Compensation for Street Striping and Pavement Marking Services
Fiscal Years 2016-17 through 2018-19

(see attachments)

CITY OF NORCO

ANNUAL ON-CALL SERVICES FOR STREET STRIPING
AND PAVEMENT MARKING
FOR FISCAL YEAR 2015-16 THROUGH 2018-19

PROPOSER'S PROPOSAL

Proposal of Superior Pavement Markings, Inc, hereinafter called "Proposer" organized and existing under the laws of the State of California, doing business as . (Insert "a corporation," "a partnership," "a joint venture," or "an individual," as applicable)

To the City of Norco, hereinafter called "Owner":

In compliance with the Notice Inviting Proposals and Instructions to Proposers, the undersigned as Proposer hereby proposes to furnish all materials, equipment and all other labor and methods and do all things necessary for the proper construction and completion of the work, in strict and complete accord with the Drawings, Specifications and other Contract Documents now on file in the offices of the Owner at the prices set forth in the Proposal Schedule for the work generally described as follows:

ANNUAL ON-CALL SERVICES FOR STREET STRIPING
AND PAVEMENT MARKING
FOR FISCAL YEAR 2015-16 THROUGH 2018-19

Independent Proposal

By submission of this Proposal, each Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to his own organization that this proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Proposal with any other Proposer or with any competitor. The Proposer shall be required to submit a non-collusion affidavit of the form enclosed with this Proposer.

Contract Period

This is an annual contract for Fiscal Year 2015-16 through 2018-19. It is the intent of the City of Norco to maintain this contract for an initial period of three (3) years. The contract by mutual consent of both parties may be extended for additional years.

Information Required of Proposer

Number of years as a Contractor in projects of this type: 16

Five projects of this type recently completed:

| | <u>Title of Project</u> | <u>Date Completed</u> | <u>Final Contract Amount</u> |
|-----|--------------------------------------|-----------------------|------------------------------|
| (1) | <u>Striping Maintenance Contract</u> | <u>On Going</u> | <u>\$60,000.00</u> |
| (2) | <u>Striping Maintenance Contract</u> | <u>On Going</u> | <u>\$45,000.00</u> |

| | | | |
|-----|--------------------------------------|-----------------|---------------------|
| (3) | <u>Striping Maintenance Contract</u> | <u>On Going</u> | <u>\$150,000.00</u> |
| (4) | <u>Striping Maintenance Contract</u> | <u>On Going</u> | <u>\$65,00.000</u> |
| (5) | <u>Striping Maintenance Contract</u> | <u>On Going</u> | <u>\$240,000.00</u> |

Name, address and telephone number of Agency who awarded above contracts.

- (1) City Of Ontario Wayne Nash (909) 395-2601
- (2) City Of San Dimas John Campbell (909) 394-6270
- (3) City Of Costa Mesa Bruce Linderman (714) 327-7470
- (4) City Of Murrieta Jason Morell (951) 453-3205
- (5) City Of Irvine Scott Roseberry (949) 724-7620

Bid Bond (Not required with this project)

If awarded this Contract, the Proposer agrees to execute the Agreement and submit the Labor and Materials Payment Bond, Contract Performance Bond, and Certificates of Insurance and Endorsements on the required forms within ten (10) calendar days from the date when Notice of Award is delivered to the Proposer. The Notice of Award shall be accompanied by the necessary Agreement, Bond, and Certificates of Insurance and Endorsements forms.

Withdrawal of Proposal

Prior to the proposal opening date, a proposal may be withdrawn by the Proposer by means of a written request signed by the Proposer or its properly authorized representative.

Designation of Subcontractors

In compliance with the provisions of Section 4100 et. seq. of the Government Code of the State of California, and any amendments thereof, each Proposer shall set forth below, the name and location of the mill, shop, or office of each subcontractor who will perform work or labor, or render service to the Proposer in an amount in excess of one half of one percent (.5%) of the total proposal, or Ten Thousand Dollars (\$10,000), whichever is greater, and the portion of the work which will be done by each subcontractor.

If the Proposer fails to specify a subcontractor for any portion of the work in excess of one half of one percent (.5%) of the total proposal or Ten Thousand Dollars (\$10,000), whichever is greater, to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself and he shall not be permitted to subcontract that portion of the work except under conditions permitted by law.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original proposal shall only be permitted in case of public emergency or necessity, or otherwise permitted by law, and then only after a finding reduced to writing as a public record of the Owner and with the Owner's written authorization.

Trade & Work to be Done:

None

% of Work to be Performed:

Name of Subcontractor:

Address/City:

Similar Work Experience:

Trade & Work to be Done:

% of Work to be Performed:

Name of Subcontractor:

Address/City:

Similar Work Experience:

Trade & Work to be Done:

% of Work to be Performed:

Name of Subcontractor:

Address/City:

Similar Work Experience:

Trade & Work to be Done:

% of Work to be Performed:

Name of Subcontractor:

Address/City:

Similar Work Experience:

Trade & Work to be Done:

% of Work to be Performed:

Name of Subcontractor:

Address/City:

Similar Work Experience:

Proposal Schedule

The Proposer shall set forth for each item of work, in clearly legible figures, an item price in the respective spaces provided for this purpose.

Owner's Rights

The Owner reserves the right to reject any and all proposals, to waive any irregularity or to award the Contract to other than the lowest apparent proposer.

Contract Documents

The complete Contract includes all of the Contract Documents as if set forth in full herein, to wit, any and all Addenda issued prior to the opening of the proposals, this Contract Agreement, the Special Provisions, the General Specifications, the Proposer's Proposal, the Notice Inviting Proposals, the Instruction to Proposers, the Affidavits to Accompany the Proposal, The Release Form, all of which are essential parts of this Contract.

Proposer acknowledges receipt of the following Addenda:

| | |
|-------------|--------------|
| <u>NONE</u> | Dated: _____ |
| _____ | Dated: _____ |

Proposer agrees to perform all the work described in the Contract Documents for the following unit prices or lump sum.

**PROPOSAL BID SHEET
FOR
ANNUAL ON-CALL SERVICES FOR STREET STRIPING
AND PAVEMENT MARKING
FOR FISCAL YEAR 2015-16 THROUGH 2018-19**

| ITEM | QUANTITY | UNIT | DESCRIPTION OF ITEMS WITH UNIT PRICE WRITTEN IN WORDS | UNIT PRICE IN FIGURES |
|------|-----------------|------|---|--------------------------|
| 1. | 1 -- 1,000 | LF | 4" Skip Yellow/White Stripe (paint), at Twenty Five Cents | \$.25 |
| | 1,001 - 5,000 | | Thirteen Cents | \$.13 |
| | Over 5,000 | | Eight Cents | \$.08 |
| | per Linear Foot | | | |
| 2. | 1 -- 1,000 | LF | 4" Solid Yellow/White Stripe (paint), at Thirty Cents | \$.30 |
| | 1,001 -- 5,000 | | Sixteen Cents | \$.16 |
| | Over 5000 | | Ten Cents | \$.10 |
| | per Linear Foot | | | |
| 3. | 1 -- 1,000 | LF | 8" Skip Yellow/White Stripe (paint), at Fifty Cents | \$.50 |
| | 1,001 -- 5,000 | | Thirty Cents | \$.30 |
| | Over 5,000 | | Sixteen Cents | \$.16 |
| | per Linear Foot | | | |
| 4. | 1 -- 1,000 | LF | 8" Solid Yellow/White Stripe (paint), at Fifty Cents | \$.50 |
| | 1,001 -- 5,000 | | Thirty Cents | \$.30 |
| | Over 500 | | Sixteen Cents | \$.16 |
| | per Linear Foot | | | |
| 5. | 1 -- 1,000 | LF | Broken Double Yellow Stripe (paint), at Sixty Cents | \$.60 |
| | 1,001 -- 5,000 | | Forty Cents | \$.40 |
| | Over 5,000 | | Eighteen Cents | \$.18 |
| | per Linear Foot | | | |

**PROPOSAL BID SHEET
FOR
ANNUAL ON-CALL SERVICES FOR STREET STRIPING
AND PAVEMENT MARKING
FOR FISCAL YEAR 2015-16 THROUGH 2018-19**

| ITEM | QUANTITY | UNIT | DESCRIPTION OF ITEMS WITH UNIT PRICE WRITTEN IN WORDS | UNIT PRICE IN FIGURES |
|------|---------------|------|---|--------------------------|
| 6. | 1 – 1,000 | LF | Double Yellow Stripe (paint), at <u>Sixty Cents</u> | \$ <u>.60</u> |
| | 1,001 – 5,000 | | <u>Forty Cents</u> | \$ <u>.40</u> |
| | Over 5,000 | | <u>Twenty Cents</u> | \$ <u>.20</u> |
| | | | per Linear Foot | |
| 7. | 1 – 250 | LF | 12" Solid Crosswalk White/Yellow Stripe (paint), at <u>Two Dollars Fifty Cents</u> | \$ <u>2.50</u> |
| | 251 – 500 | | <u>One Dollar Fifty Cents</u> | \$ <u>1.50</u> |
| | Over 500 | | <u>One Dollar</u> | \$ <u>1.00</u> |
| | | | per Linear Foot | |
| 8. | 1 | EA | "Keep Clear" Legend (paint) at <u>Ninty Dollars</u> <u>Each</u> | \$ <u>90.00</u> |
| 9. | 1 | EA | "Shared Bike Lane" Marking (paint), at <u>Sixty Five</u> <u>Each</u> | \$ <u>65.00</u> |
| 10. | 1 | EA | "Stop Ahead" Legend (paint), at <u>One Hundred Ten</u> <u>Dollars</u> <u>Each</u> | \$ <u>110.00</u> |
| 11. | 1 | EA | "Signal Ahead" Legend (paint), at <u>One Hundred Twenty</u> <u>Five Dollars</u> <u>Each</u> | \$ <u>125.00</u> |
| 12. | 1 | EA | "Slow School Xing" Legend (paint), at <u>One Hundred</u> <u>Forty Dollars</u> <u>Each</u> | \$ <u>140.00</u> |

**PROPOSAL BID SHEET
FOR
ANNUAL ON-CALL SERVICES FOR STREET STRIPING
AND PAVEMENT MARKING
FOR FISCAL YEAR 2015-16 THROUGH 2018-19**

| ITEM | QUANTITY | UNIT | DESCRIPTION OF ITEMS WITH UNIT PRICE WRITTEN IN WORDS | UNIT PRICE IN FIGURES |
|------|----------|------|--|--------------------------|
| 13. | 1 | EA | "Bike Lane" Legend (paint), at <u>Forty Five Dollars</u> _____ Each | \$ 45.00 |
| 14. | 1 | EA | "Stop and Bar" Legend (paint), at <u>Seventy Dollars</u> _____ Each | \$ 70.00 |
| 15. | 1 | EA | Type I Arrow -- 10 ft (paint), at <u>Twenty Five Dollars</u> _____ Each | \$ 25.00 |
| 16. | 1 | EA | Type IV Arrow (paint), at <u>Twenty Five Dollars</u> _____ Each | \$ 25.00 |
| 17. | 1 | EA | Type VI Arrow (paint), at <u>Sixty Dollars</u> _____ Each | \$ 60.00 |
| 18. | 1 | EA | Type VII Arrow (paint), at <u>Fifty Dollars</u> _____ Each | \$ 50.00 |
| 19. | 1 | EA | Misc. Letter (paint), at <u>Ten Dollars</u> _____ Each | \$ 10.00 |
| 20. | 1 | EA | Install Raised Pavement Marker, at <u>Four Dollars</u> <u>Eighty Five Cents</u> Each | \$ 4.85 |

**PROPOSAL BID SHEET
FOR
ANNUAL ON-CALL SERVICES FOR STREET STRIPING
AND PAVEMENT MARKING
FOR FISCAL YEAR 2015-16 THROUGH 2018-19**

| ITEM | QUANTITY | UNIT | DESCRIPTION OF ITEMS WITH UNIT PRICE WRITTEN IN WORDS | UNIT PRICE IN FIGURES |
|------|---------------|------|---|--------------------------|
| 21. | 1 – 250 | LF | Remove Striping or Markings (paint), at | |
| | 251 – 500 | | Four Dollars | \$ 4.00 |
| | Over 500 | | Two Dollars Seventy Cents | \$ 2.70 |
| | | | One Dollar Sixty Cents | \$ 1.60 |
| | | | per Linear Foot | |
| 22. | 1 – 1,000 | LF | 4" Skip Yellow/White Stripe (Thermoplastic), at | |
| | 1,001 – 5,000 | | Seventy Five Cents | \$.75 |
| | Over 5,000 | | Fifty Cents | \$.50 |
| | | | Forty Cents | \$.40 |
| | | | per Linear Foot | |
| 23. | 1 – 1,000 | LF | 4" Solid Yellow/White Stripe (Thermoplastic), at | |
| | 1,001 – 5,000 | | Seventy Five Cents | \$.75 |
| | Over 5,000 | | Fifty Five Cents | \$.55 |
| | | | Forty Cents | \$.40 |
| | | | per Linear Foot | |
| 24. | 1 – 1,000 | LF | 8" Skip Yellow/White Stripe (Thermoplastic), at | |
| | 1,001 – 5,000 | | Two Dollars | \$ 2.00 |
| | Over 5,000 | | One Dollar Sixty Cents | \$ 1.60 |
| | | | One Dollar | \$ 1.00 |
| | | | per Linear Foot | |
| 25. | 1 – 1,000 | LF | 8" Solid Yellow/White Stripe (Thermoplastic), at | |
| | 1,001 – 5,000 | | Two Dollars | \$ 2.00 |
| | Over 5,000 | | One Dollar Sixty Cents | \$ 1.60 |
| | | | One Dollar | \$ 1.00 |
| | | | per Linear Foot | |

**PROPOSAL BID SHEET
FOR
ANNUAL ON-CALL SERVICES FOR STREET STRIPING
AND PAVEMENT MARKING
FOR FISCAL YEAR 2015-16 THROUGH 2018-19**

| ITEM | QUANTITY | UNIT | DESCRIPTION OF ITEMS WITH UNIT PRICE WRITTEN IN WORDS | UNIT PRICE IN FIGURES |
|------|---------------|------|---|--------------------------|
| 26. | 1 – 1,000 | LF | Broken Double Yellow Stripe (Thermoplastic), at | |
| | 1,001 – 5,000 | | Two Dollars | \$ 2.00 |
| | Over 5,000 | | One Dollar Sixty Cents | \$ 1.60 |
| | | | One Dollar | \$ 1.00 |
| | | | per Linear Foot | |
| 27. | 1 – 1,000 | LF | Double Yellow Stripe (Thermoplastic), at | |
| | 1,001 – 5,000 | | Two Dollars Thirty Cents | \$ 2.30 |
| | Over 5,000 | | One Dollar Seventy Cents | \$ 1.70 |
| | | | One Dollar Ten Cents | \$ 1.10 |
| | | | per Linear Foot | |
| 28. | 1 – 250 | LF | 12" Solid Crosswalk White/Yellow Stripe (Thermoplastic), at | |
| | 251 – 500 | | Two Dollars Fifty Cents | \$ 2.50 |
| | Over 500 | | Two Dollars Ten Cents | \$ 2.10 |
| | | | One Dollar Ninty Five Cents | \$ 1.95 |
| | | | per Linear Foot | |
| 29. | 1 | EA | "Keep Clear" Legend (Thermoplastic), at <u>Three</u> Hundred Dollars <u>Each</u> | \$ 300.00 |
| 30. | 1 | EA | "Shared Bike Lane" Marking (Thermoplastic), at <u>One Hundred</u> Twenty Five Dollars <u>Each</u> | \$ 125.00 |
| 31. | 1 | EA | "Stop Ahead" Legend (Thermoplastic), at <u>Three</u> Hundred Dollars <u>Each</u> | \$ 300.00 |

**PROPOSAL BID SHEET
FOR
ANNUAL ON-CALL SERVICES FOR STREET STRIPING
AND PAVEMENT MARKING
FOR FISCAL YEAR 2015-16 THROUGH 2018-19**

| ITEM | QUANTITY | UNIT | DESCRIPTION OF ITEMS WITH UNIT PRICE WRITTEN IN WORDS | UNIT PRICE IN FIGURES |
|------|----------|------|--|--------------------------|
| 32. | 1 | EA | "Signal Ahead" Legend (Thermoplastic) at <u>Three</u> <u>Hundred Thirty Dollars</u> Each | \$ 330.00 |
| 33. | 1 | EA | "Slow School Xing" Legend (Thermoplastic) at <u>Four</u> <u>Hundred Twenty Dollars</u> Each | \$ 420.00 |
| 34. | 1 | EA | "Bike Lane" Legend (Thermoplastic), at <u>One</u> <u>Hundred Twenty Five</u> Each Dollars | \$ 125.00 |
| 35. | 1 | EA | "Stop and Bar" Legend (Thermoplastic), at <u>One</u> <u>Hundred Thirty Five Dollars</u> Each | \$ 135.00 |
| 36. | 1 | EA | Type I Arrow – 10 ft (Thermoplastic), at <u>Sixty</u> <u>Dollars</u> Each | \$ 60.00 |
| 37. | 1 | EA | Type IV Arrow –(Thermoplastic), at <u>Sixty Dollars</u> Each | \$ 60.00 |
| 38. | 1 | EA | Type VI Arrow (Thermoplastic, at <u>Eighty Five Dollars</u> Each | \$ 85.00 |
| 39. | 1 | EA | Type VII Arrow (Thermoplastic), at <u>Eighty Five Dollars</u> Each | \$ 85.00 |

**PROPOSAL BID SHEET
FOR
ANNUAL ON-CALL SERVICES FOR STREET STRIPING
AND PAVEMENT MARKING
FOR FISCAL YEAR 2015-16 THROUGH 2018-19**

| ITEM | QUANTITY | UNIT | DESCRIPTION OF ITEMS WITH UNIT PRICE WRITTEN IN WORDS | UNIT PRICE IN FIGURES |
|------|--------------------------------------|------|--|-------------------------------|
| 40. | 1 | EA | Misc. Letter (Thermoplastic), at <u>Fourty Dollars</u> Each | \$ 40.00 |
| 41. | 1 – 500 501 – 1,000 Over 1,000 | LF | Remove Striping or Markings (Thermoplastic), at <u>Four Dollars</u> <u>Two Dollars Seventy Cents</u> <u>One Dollars Sixty Cents</u> Linear Feet | \$ 4.00 \$ 2.70 \$ 1.60 |

At time of bid opening, a predetermined scenario of a potential maintenance project will be used to determine the winning bid. Contractor submitted values will be inserted into the predetermined scenario and costs calculated. The lowest total cost for the predetermined scenario will indicate the apparent low bidder.



Superior Pavment Markings Inc (714) 995-9100
Bidders Name and Telephone Number

NOTE: The unit price must be written in words and also shown in figures. The total price must be extended for each item of work, and the total of all items inserted in the space provided.

Each proposer shall furnish a Unit Charge for each quantity range within each proposal item in the Schedule. Failure to do so will render the Proposal(s) incomplete and non-responsive.

PROPOSAL SELECTION

Proposal selection shall be made on the basis of lowest proposal for a pre-determined scenario. Scenarios will be made available to proposers after close of proposal period. Unit prices from received proposals will be inserted into scenario and calculated. The proposer with the lowest total cost for the proposed scenario will be apparent low proposer.

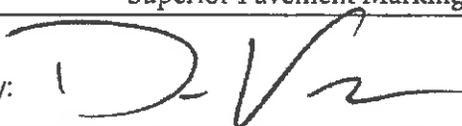
The Owner reserves the right to reject any or all proposals and proposal items.

The undersigned agrees that these contract proposal forms constitute a firm offer to the Owner which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Proposals. The undersigned also agrees that if there is a discrepancy between the written amount of the proposal price and the numerical amount of the proposal price, the written amount shall govern.

If awarded a contract, the undersigned agrees to execute the formal contract, which will be prepared by the Owner for execution, within ten (10) calendar days following the Letter of Award for the contract, and will deliver to the Owner within that same period the necessary original Certificates of Insurance, Endorsements of Insurance, and all other documentation and certification required by the Contract.

The Proposer understands and agrees that the Unit Charge for each item is inclusive of all labor, materials, and equipment or supplies necessary to complete the work as described in the Proposal Documents. If this proposal is accepted, the undersigned Proposer agrees to enter into and execute the contract and accept the Unit Charge as compensation in full for all work requested by City during the term of this Agreement.

Proposer: Superior Pavement Markings Inc

By: 

Signature 5312 Cypress Street
Business Street Address

Darren Veltz Cypress, Ca 90630
Type or Print Name City, State and Zip Code

Corporate Secretary (714) 995-9100
Title Telephone Number

Proposer's/Contractor's State of
Incorporation California

Partners or Joint Ventures: _____

Proposer's License Number(s) 776306 C31 & C32

**PROPOSAL FOR THE
CITY OF NORCO**

**ANNUAL ON-CALL SERVICES FOR STREET STRIPING
AND PAVEMENT MARKING
FOR FISCAL YEAR 2015-16 THROUGH 2018-19**

PROPOSAL SCHEDULE

Anti-Trust Claim

In submitting a proposal subject to review by a public purchasing body, the Proposer offers and agrees that if the proposal is accepted, it and its subcontractors will assign to the Owner, on behalf of the purchasing body, all rights, title and interest in and to all causes of action it and its subcontractors may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, materials, or services by the Proposer and its subcontractors for sale to the Owner, on behalf of the purchasing body, pursuant to the Proposal. Such assignment shall be made and become effective at the time the Owner, on behalf of the purchasing body, tenders final payment to the Proposer.

Corporate Acknowledgment

If the proposer is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of California, and that Darren Veltz, whose title is _____, is authorized to act for and bind the corporation.

RESPECTFULLY SUBMITTED:

Signature: 

Address: 5312 Cypress Street Cypress Ca 90630

| | | |
|---------------------|----------------------------|------------------|
| <u>Darren Veltz</u> | <u>Corporate Secretary</u> | <u>5/24/2016</u> |
| Name | Title | Date |

| | |
|--------------------------|----------------------|
| <u>776306</u> | <u>C31 & C32</u> |
| Contractor's License No. | Type of License |

| | |
|-------------------|----------------------------|
| <u>20-4518251</u> | <u>8/31/2017</u> |
| Federal I.D. No. | Expiration Date of License |

(SEAL - if proposal is by a corporation)

ATTEST

(714) 995-9100
Telephone

(714) 995-9400
Fax Number

CITY OF NORCO

ANNUAL ON-CALL SERVICES FOR STREET STRIPING AND PAVEMENT MARKING FOR FISCAL YEAR 2015-16 THROUGH 2018-19
FORM TO ACCOMPANY NONCOLLUSION AFFIDAVIT

State of California }
County of Riverside }

On MAY 24th, 2016 before me, the undersigned notary public, personally appeared DARREN VELTZ

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.

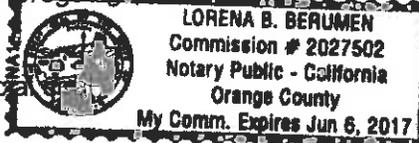
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and office

(SEAL)

Lorena B. Berumen

Signature of Notary



OPTIONAL

CAPACITY(IES) CLAIMED BY SIGNER:

Individual(s)

Corporate Officer(s): SECRETARY

Partner(s)

Attorney-in-Fact

Trustee(s)

Subscribing Witness

Guardian/Conservator

Other _____

SIGNER IS REPRESENTING:

Name of person(s) or entity(ies) SUPERIOR PAVEMENT MARKINGS

ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to unauthorized documents.

Title or type of document: ACKNOWLEDGMENT FORM NONCOLLUSION AFFIDAVIT

Number of pages: 1 Date of Document(s): 5/24/2016

Signer(s) other than named above: _____

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED ABOVE

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.

CITY OF NORCO

ANNUAL ON-CALL SERVICES FOR STREET STRIPING
AND PAVEMENT MARKING
FOR FISCAL YEAR 2015-16 THROUGH 2018-19

Labor Code Certification

I, the undersigned Proposer, am aware of the provisions of Section 3700 et. seq. of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I, the undersigned Proposer, agree to and will comply with such provisions before commencing the performance of the work of this Contract.

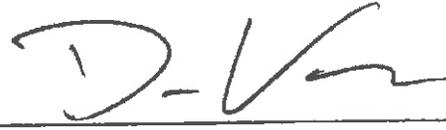
Dated: 5/24/2016

PROPOSER: Darren Velz

Superior Pavment Markings Inc

Firm Name

By



By



John Lucas - President

Second Party

CITY OF NORCO

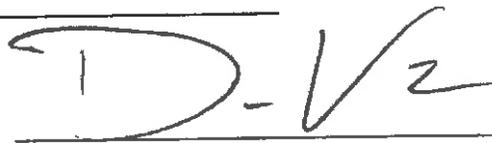
ANNUAL ON-CALL SERVICES FOR STREET STRIPING
AND PAVEMENT MARKING
FOR FISCAL YEAR 2015-16 THROUGH 2018-19

Nondiscrimination Certification

On behalf of the Proposer making this proposal, the undersigned certifies pursuant to the provisions of Labor Code Section 1735 that there will be no discrimination in employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sex of such persons; that all Federal, State, and local directives and executive orders regarding nondiscrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

Dated: 5/24/2016

Superior Pavement Markings Inc
(Name of Proposer or Firm/Company)



Signature

Darren Veltz - Corporate Secretary

(Typed Name and Title)

CITY OF NORCO

ANNUAL ON-CALL SERVICES FOR STREET STRIPING
AND PAVEMENT MARKING
FOR FISCAL YEAR 2015-16 THROUGH 2018-19

Financial And Technical Ability And Experience

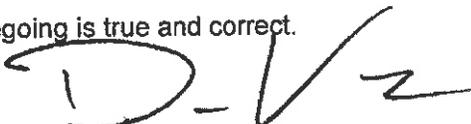
The proposer is required to state his financial ability and what work of a similar character to that included in the proposed Contract he has successfully performed and give references which will enable the City of Norco to judge his responsibility, experience, skill and business and financial ability to perform the Contract. Additional numbered pages outlining this portion of the proposal may be attached to this page.

In accordance with Senate Bill 853, the Bidder further states that his Contractor's license is valid at the time of this proposal and is of appropriate class to perform the proposed work.

STATE OF CALIFORNIA, COUNTY OF Darren Veltz I
am the Corporate Secretary of, the proposer herein. I have read the
foregoing Financial and Technical Ability and Experience Statement and know the contents
thereof; and I certify that the same is true of my own knowledge, except as to those matters
which are therein stated upon my information or belief, and as to those matters I believe it to be
true.

Executed on May 24th 2016 at Cypress, California
(Date) (Place)

I declare, under penalty of perjury, that the foregoing is true and correct.



Darren Veltz - Secretary Signature of Proposer

776306 Contractor's License No.

C31 & C32 8/31/2017
Type of License Exp. Date

CITY OF NORCO

ANNUAL ON-CALL SERVICES FOR STREET STRIPING
AND PAVEMENT MARKING
FOR FISCAL YEAR 2015-16 THROUGH 2018-19

Proposer's Statement of Past Contract Disqualifications

The proposer is required to state whether such prospective proposer, any officer of such proposer, or any employee of such proposer who has a proprietary interest in such proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation, and if so to explain the circumstances.

1. Do you have any disqualification, removal, etc., as described in the above paragraph to declare?

Yes _____ No

2. If yes, explain the circumstances.

Executed on May 24th 2016 at Cypress, California

I declare, under penalty of perjury, that the foregoing is true and correct.



Darren Veltz - Secretary Signature of Proposer

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager *AO*

DATE: July 6, 2016

SUBJECT: Approval of Amendment No. 2 to the Memorandum of Understanding with Balboa Management, LLC Regarding Reimbursement Repayment Schedule for SilverLakes Equestrian and Sports Park

RECOMMENDATION: Approve Amendment No. 2 to the Memorandum of Understanding regarding the reimbursement repayment schedule for SilverLakes Equestrian and Sports Park

SUMMARY: Pursuant to the provisions of the Ground Lease Agreement, Development Agreement, and Funding, Construction and Acquisition Agreement (Agreements) between the City and Balboa Management, LLC, regarding the funding of City-owned facilities on the SilverLakes Property, City Council on January 20, 2016 approved a Memorandum of Understanding (MOU) regarding the repayment of reimbursement provided to Balboa for onsite public facilities on the SilverLakes property. On May 4, 2016, the City approved Amendment No. 1 to the MOU to include additional reimbursement amount provided to Balboa. The approved MOU, including Amendment No. 1, provided for Balboa to make monthly repayments to the City beginning July 1, 2016.

In order to meet their budgeting needs, Balboa is requesting that the City Council approve a second amendment to the MOU to modify the repayment schedule from a monthly basis to quarterly basis with the first payment due by September 30, 2016 instead of July 1, 2016 as provided for in the initial MOU and Amendment No. 1 (see attached letter). The attached repayment schedule reflects quarterly repayments beginning September 30, 2016. The quarterly repayment amount will be \$145,352.99 (see Exhibit A) compared to the monthly payment amount of \$48,339.52 in Amendment No. 1 Amortization Schedule.

BACKGROUND/ANALYSIS: The Agreements between the City and Balboa Management, LLC. (Balboa) for the development of the SilverLakes Project were approved by the City Council on July 6, 2011. The Funding, Construction and Acquisition Agreement provides for the City to reimburse Balboa up to \$6,000,000 for the actual costs of construction and financing of certain onsite improvements related to the SilverLakes Equestrian and Sports Park. Among other things, this agreement provides for a 5.9% annual interest rate on the amount of reimbursement; and pay off

July 6, 2016

date of 2039, which corresponds to the date that the City would pay off the Norco Financing Authority Enterprise Revenue Refunding Bonds Issue of 2009. Total reimbursement of \$5,575,884.17 was provided to Balboa through June 12, 2013. Following City Council approval on May 4, 2016, additional reimbursement of \$424,115.83 was reimbursed to Balboa on May 12, 2016 bringing the total amount of reimbursement to \$6,000,000. Amendment No. 1 to the repayment MOU was approved by the City Council on May 4, 2016, to reflect the total reimbursement amount of \$6,000,000 provided to Balboa plus accrued interest of \$1,292,325.92 calculated through June 30, 2016.

In order to meet their budgeting needs, Balboa is requesting that the City Council approve a second amendment to the MOU to modify the repayment schedule from a monthly basis to quarterly basis with the first payment due by September 30, 2016 instead of July 1, 2016 as provided for in the initial MOU and Amendment No. 1. This proposed change to the repayment schedule from monthly to quarterly basis will not have any significant impact on the ability of the City to make debt service payment on the water and sewer bond. Staff is recommending that the City Council approve the attached Amendment No. 2 to the MOU between the City of Norco and Balboa LLC, regarding reimbursement repayment schedule.

FISCAL IMPACT: Including accrued interest of \$1,292,325.92 through June 30, 2016 and future interest of \$6,080,148.81 on the amount financed, Balboa will be making payments totaling \$13,372,474.73 to the City. Repayment of the reimbursements including interest will be deposited into the City's Water and Sewer Funds proportionately to the amount of reimbursement provided from each Fund.

Attachment: Letter from Balboa Management, LLC
Amendment No. 2 to Memorandum of Understanding
Exhibit A – Repayment Amortization Schedule

June 22, 2016

City of Norco
Attn: Andy Okoro
2870 Clark Ave
Norco, CA 92860

Dear Andy and Members of the City Council,

As you are aware, the initial payment required by the Amortization Schedule for our loan repayment is scheduled for July 1, 2016. The intent of the repayment schedule was to provide the City with the funds necessary to make the September and March debt service payments associated with water and sewer bond issue prior to the due date of those payments. Although we discussed making the payments on semi-annual or quarterly basis for budgeting purposes, the amortization was calculated on a monthly basis. We have budgeted for the repayment on a quarterly basis. Therefore, we are requesting that the City revise the amortization schedule to reflect quarterly payments. The initial payment which will be due on September 30, 2016 will be the total payments which would have been due on July 1, August 1 and September 1, with the interest due modified to reflect quarterly, rather than monthly payments.

Based on this understanding, our first payment will be due on September 30, 2016 for the quarter ending September 30, 2016.

I am sorry for the timing of the request and thank you for your consideration.

Best regards,



Rebecca Ross
COO|CFO

**MEMORANDUM OF UNDERSTANDING
REGARDING REIMBURSEMENT
REPAYMENT SCHEDULE – AMENDMENT NO. 2**

This Memorandum of Understanding Amendment No. 2 (“Amendment No. 2 to the MOU”) is entered into as of this 6th day of July, 2016, by and between the City of Norco (“City”), and the Balboa Management Group, LLC (“Balboa”).

RECITALS

WHEREAS, the City and Balboa have entered into a Ground Lease dated July 6, 2011, with regard to the lease of approximately 122 continuous acres of land in the City of Norco, commonly known as “SilverLakes”; (the “Lease”) and

WHEREAS, the City and Balboa have entered into a Development Agreement, dated July 6, 2011 (the “Development Agreement”); and

WHEREAS, the City and Balboa have entered into a Funding, Construction and Acquisition Agreement, dated July 6, 2011 (the “Funding Agreement”); and

WHEREAS, pursuant to Section 5.1.2 of the Lease Agreement and Article V of the Funding Agreement, Balboa constructed certain City-owned facilities (the “Facilities”) subject to reimbursement of the actual costs by City; and

WHEREAS, pursuant to Article II and Article III, the amount of reimbursement for the actual costs of the Facilities is not to exceed Six Million Dollars (\$6,000,000.00) the “Reimbursable Amount”); and

WHEREAS, pursuant to Section 5.06 of the Funding Agreement, Balboa is obligated to repay the Reimbursable Amount on a monthly basis at an interest rate of 5.9% per annum, commencing upon the funding of the last of the actual costs of the Facilities; and

WHEREAS, the Facilities funded by the reimbursement provided by the City have been completed the Certificate of Completion have been filed with the County of Riverside; and

WHEREAS, pursuant to Section 5.06, an Amortization Schedule for the repayment by Balboa of the Reimbursable Amount was approved by the City Council on January 20, 2016 based on the amount reimbursed to Balboa through June 12, 2013; and

WHEREAS, Amendment No. 1 to the MOU was approved by the City Council on May 4, 2016 to reflect a change in Amortization Schedule due to additional reimbursement of \$424,115.83 provide to Balboa; and

WHEREAS, in order to meet their budgeting needs, Balboa is requesting that the City Council approve Amendment No. 2 changing the Amortization Schedule from monthly repayments to the City to quarterly repayments;

Amendment No. 2 MOU Between the City and Balboa Management

Page 2

July 6, 2016

WHEREAS, this proposed Amendment will not have significant impact on the City's ability to make debt service payments on the water and sewer bond.

NOW, THEREFORE, in consideration of the foregoing recitals the Parties to this Memorandum of Understanding hereby agree as follows:

Section 1. The foregoing recitals are true and correct and incorporated as if set forth in full hereat.

Section 2. An Amortization Schedule with accrued interest calculated through June 30, 2016, is revised to reflect quarterly payments by Balboa Exhibit "A".

Section 3. Balboa hereby agrees to make the quarterly payments of \$145,352.99 commencing on September 30, 2016.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

City of Norco

Balboa Management Group, LLC
a Delaware Limited Liability Company

By: _____
Kevin Bash, Mayor

By: _____
Richard J. Brandes

ATTEST:

Cheryl L. Link, CMC
City Clerk

Approved as to Form:

John R. Harper
City Attorney

Repayment Amortization Schedule

| Enter values | |
|---|-----------------|
| Total Amount Including Accrued Interest | \$ 7,292,325.92 |
| Annual interest rate | 5.90 % |
| Repayment period in years | 23 |
| Number of payments per year | 4 |
| Start date of loan | 6/30/2016 |
| Optional extra payments | |

| Loan summary | |
|------------------------------|-----------------|
| Scheduled payment | \$ 145,352.99 |
| Scheduled number of payments | 92 |
| Actual number of payments | 92 |
| Total early payments | \$ - |
| Total interest | \$ 6,090,148.81 |

Lender name: City of Norco - Water and Sewer Funds

| Pmt. No. | Payment Date | Beginning Balance | Scheduled Payment | Extra Payment | Total Payment | Principal | Interest | Ending Balance | Cumulative Interest |
|----------|--------------|-------------------|-------------------|---------------|---------------|--------------|---------------|-----------------|---------------------|
| 1 | 9/30/2016 | \$ 7,292,325.92 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 37,791.18 | \$ 107,561.81 | \$ 7,254,534.74 | \$ 107,561.81 |
| 2 | 12/30/2016 | \$ 7,254,534.74 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 38,348.60 | \$ 107,004.39 | \$ 7,216,186.14 | \$ 214,566.19 |
| 3 | 3/30/2017 | \$ 7,216,186.14 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 38,914.24 | \$ 106,438.75 | \$ 7,177,271.90 | \$ 321,004.94 |
| 4 | 6/30/2017 | \$ 7,177,271.90 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 39,488.23 | \$ 105,864.76 | \$ 7,137,783.68 | \$ 426,869.70 |
| 5 | 9/30/2017 | \$ 7,137,783.68 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 40,070.68 | \$ 105,282.31 | \$ 7,097,713.00 | \$ 532,152.01 |
| 6 | 12/30/2017 | \$ 7,097,713.00 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 40,661.72 | \$ 104,691.27 | \$ 7,057,051.28 | \$ 636,843.28 |
| 7 | 3/30/2018 | \$ 7,057,051.28 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 41,261.48 | \$ 104,091.51 | \$ 7,015,789.80 | \$ 740,934.78 |
| 8 | 6/30/2018 | \$ 7,015,789.80 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 41,870.09 | \$ 103,482.90 | \$ 6,973,919.71 | \$ 844,417.68 |
| 9 | 9/30/2018 | \$ 6,973,919.71 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 42,487.67 | \$ 102,865.32 | \$ 6,931,432.04 | \$ 947,283.00 |
| 10 | 12/30/2018 | \$ 6,931,432.04 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 43,114.36 | \$ 102,238.62 | \$ 6,888,317.68 | \$ 1,049,521.62 |
| 11 | 3/30/2019 | \$ 6,888,317.68 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 43,750.30 | \$ 101,602.69 | \$ 6,844,567.38 | \$ 1,151,124.31 |
| 12 | 6/30/2019 | \$ 6,844,567.38 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 44,395.62 | \$ 100,957.37 | \$ 6,800,171.76 | \$ 1,252,081.68 |
| 13 | 9/30/2019 | \$ 6,800,171.76 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 45,050.45 | \$ 100,302.53 | \$ 6,755,121.31 | \$ 1,352,384.21 |
| 14 | 12/30/2019 | \$ 6,755,121.31 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 45,714.95 | \$ 99,638.04 | \$ 6,709,406.36 | \$ 1,452,022.25 |
| 15 | 3/30/2020 | \$ 6,709,406.36 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 46,389.24 | \$ 98,963.74 | \$ 6,663,017.12 | \$ 1,550,985.99 |
| 16 | 6/30/2020 | \$ 6,663,017.12 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 47,073.48 | \$ 98,279.50 | \$ 6,615,943.64 | \$ 1,649,265.49 |
| 17 | 9/30/2020 | \$ 6,615,943.64 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 47,767.82 | \$ 97,585.17 | \$ 6,568,175.82 | \$ 1,746,850.66 |
| 18 | 12/30/2020 | \$ 6,568,175.82 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 48,472.39 | \$ 96,880.59 | \$ 6,519,703.43 | \$ 1,843,731.26 |
| 19 | 3/30/2021 | \$ 6,519,703.43 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 49,187.36 | \$ 96,165.63 | \$ 6,470,516.07 | \$ 1,939,896.88 |
| 20 | 6/30/2021 | \$ 6,470,516.07 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 49,912.87 | \$ 95,440.11 | \$ 6,420,603.19 | \$ 2,035,336.99 |
| 21 | 9/30/2021 | \$ 6,420,603.19 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 50,649.09 | \$ 94,703.90 | \$ 6,369,954.10 | \$ 2,130,040.89 |
| 22 | 12/30/2021 | \$ 6,369,954.10 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 51,396.16 | \$ 93,956.82 | \$ 6,318,557.94 | \$ 2,223,997.71 |
| 23 | 3/30/2022 | \$ 6,318,557.94 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 52,154.26 | \$ 93,198.73 | \$ 6,266,403.68 | \$ 2,317,196.44 |
| 24 | 6/30/2022 | \$ 6,266,403.68 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 52,923.53 | \$ 92,429.45 | \$ 6,213,480.15 | \$ 2,409,625.90 |
| 25 | 9/30/2022 | \$ 6,213,480.15 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 53,704.15 | \$ 91,648.83 | \$ 6,159,776.00 | \$ 2,501,274.73 |
| 26 | 12/30/2022 | \$ 6,159,776.00 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 54,496.29 | \$ 90,856.70 | \$ 6,105,279.71 | \$ 2,592,131.43 |
| 27 | 3/30/2023 | \$ 6,105,279.71 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 55,300.11 | \$ 90,052.88 | \$ 6,049,979.60 | \$ 2,682,184.30 |
| 28 | 6/30/2023 | \$ 6,049,979.60 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 56,115.79 | \$ 89,237.20 | \$ 5,993,863.81 | \$ 2,771,421.50 |
| 29 | 9/30/2023 | \$ 5,993,863.81 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 56,943.49 | \$ 88,409.49 | \$ 5,936,920.31 | \$ 2,859,830.99 |
| 30 | 12/30/2023 | \$ 5,936,920.31 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 57,783.41 | \$ 87,569.57 | \$ 5,879,136.90 | \$ 2,947,400.57 |
| 31 | 3/30/2024 | \$ 5,879,136.90 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 58,635.72 | \$ 86,717.27 | \$ 5,820,501.19 | \$ 3,034,117.84 |

Exhibit A - Repayment Schedule

| Pmt. No. | Payment Date | Beginning Balance | Scheduled Payment | Extra Payment | Total Payment | Principal | Interest | Ending Balance | Cumulative Interest |
|----------|--------------|-------------------|-------------------|---------------|---------------|---------------|--------------|-----------------|---------------------|
| 32 | 6/30/2024 | \$ 5,820,501.19 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 59,500.59 | \$ 85,852.39 | \$ 5,761,000.59 | \$ 3,119,970.23 |
| 33 | 9/30/2024 | \$ 5,761,000.59 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 60,378.23 | \$ 84,974.76 | \$ 5,700,622.36 | \$ 3,204,944.99 |
| 34 | 12/30/2024 | \$ 5,700,622.36 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 61,268.81 | \$ 84,084.18 | \$ 5,639,353.56 | \$ 3,289,029.17 |
| 35 | 3/30/2025 | \$ 5,639,353.56 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 62,172.52 | \$ 83,180.46 | \$ 5,577,181.04 | \$ 3,372,209.63 |
| 36 | 6/30/2025 | \$ 5,577,181.04 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 63,089.57 | \$ 82,263.42 | \$ 5,514,091.47 | \$ 3,454,473.05 |
| 37 | 9/30/2025 | \$ 5,514,091.47 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 64,020.14 | \$ 81,332.85 | \$ 5,450,071.33 | \$ 3,535,805.90 |
| 38 | 12/30/2025 | \$ 5,450,071.33 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 64,964.43 | \$ 80,388.55 | \$ 5,385,106.90 | \$ 3,616,194.45 |
| 39 | 3/30/2026 | \$ 5,385,106.90 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 65,922.66 | \$ 79,430.33 | \$ 5,319,184.24 | \$ 3,695,624.78 |
| 40 | 6/30/2026 | \$ 5,319,184.24 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 66,895.02 | \$ 78,457.97 | \$ 5,252,289.22 | \$ 3,774,082.75 |
| 41 | 9/30/2026 | \$ 5,252,289.22 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 67,881.72 | \$ 77,471.27 | \$ 5,184,407.50 | \$ 3,851,554.01 |
| 42 | 12/30/2026 | \$ 5,184,407.50 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 68,882.98 | \$ 76,470.01 | \$ 5,115,524.53 | \$ 3,928,024.03 |
| 43 | 3/30/2027 | \$ 5,115,524.53 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 69,899.00 | \$ 75,453.99 | \$ 5,045,625.53 | \$ 4,003,478.01 |
| 44 | 6/30/2027 | \$ 5,045,625.53 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 70,930.01 | \$ 74,422.98 | \$ 4,974,695.52 | \$ 4,077,900.99 |
| 45 | 9/30/2027 | \$ 4,974,695.52 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 71,976.23 | \$ 73,376.76 | \$ 4,902,719.29 | \$ 4,151,277.75 |
| 46 | 12/30/2027 | \$ 4,902,719.29 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 73,037.88 | \$ 72,315.11 | \$ 4,829,681.41 | \$ 4,223,592.86 |
| 47 | 3/30/2028 | \$ 4,829,681.41 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 74,115.19 | \$ 71,237.80 | \$ 4,755,566.23 | \$ 4,294,830.66 |
| 48 | 6/30/2028 | \$ 4,755,566.23 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 75,208.38 | \$ 70,144.60 | \$ 4,680,357.84 | \$ 4,364,975.26 |
| 49 | 9/30/2028 | \$ 4,680,357.84 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 76,317.71 | \$ 69,035.28 | \$ 4,604,040.14 | \$ 4,434,010.54 |
| 50 | 12/30/2028 | \$ 4,604,040.14 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 77,443.39 | \$ 67,909.59 | \$ 4,526,596.74 | \$ 4,501,920.13 |
| 51 | 3/30/2029 | \$ 4,526,596.74 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 78,585.68 | \$ 66,767.30 | \$ 4,448,011.06 | \$ 4,568,687.43 |
| 52 | 6/30/2029 | \$ 4,448,011.06 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 79,744.82 | \$ 65,608.16 | \$ 4,368,266.23 | \$ 4,634,295.59 |
| 53 | 9/30/2029 | \$ 4,368,266.23 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 80,921.06 | \$ 64,431.93 | \$ 4,287,345.17 | \$ 4,698,727.52 |
| 54 | 12/30/2029 | \$ 4,287,345.17 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 82,114.64 | \$ 63,238.34 | \$ 4,205,230.53 | \$ 4,761,965.86 |
| 55 | 3/30/2030 | \$ 4,205,230.53 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 83,325.84 | \$ 62,027.15 | \$ 4,121,904.69 | \$ 4,823,993.01 |
| 56 | 6/30/2030 | \$ 4,121,904.69 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 84,554.89 | \$ 60,798.09 | \$ 4,037,349.80 | \$ 4,884,791.11 |
| 57 | 9/30/2030 | \$ 4,037,349.80 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 85,802.08 | \$ 59,550.91 | \$ 3,951,547.73 | \$ 4,944,342.02 |
| 58 | 12/30/2030 | \$ 3,951,547.73 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 87,067.66 | \$ 58,285.33 | \$ 3,864,480.07 | \$ 5,002,627.35 |
| 59 | 3/30/2031 | \$ 3,864,480.07 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 88,351.91 | \$ 57,001.08 | \$ 3,776,128.16 | \$ 5,059,628.43 |
| 60 | 6/30/2031 | \$ 3,776,128.16 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 89,655.10 | \$ 55,697.89 | \$ 3,686,473.07 | \$ 5,115,326.32 |
| 61 | 9/30/2031 | \$ 3,686,473.07 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 90,977.51 | \$ 54,375.48 | \$ 3,595,495.56 | \$ 5,169,701.80 |
| 62 | 12/30/2031 | \$ 3,595,495.56 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 92,319.43 | \$ 53,033.56 | \$ 3,503,176.13 | \$ 5,222,735.35 |
| 63 | 3/30/2032 | \$ 3,503,176.13 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 93,681.14 | \$ 51,671.85 | \$ 3,409,494.99 | \$ 5,274,407.20 |
| 64 | 6/30/2032 | \$ 3,409,494.99 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 95,062.94 | \$ 50,290.05 | \$ 3,314,432.06 | \$ 5,324,697.25 |
| 65 | 9/30/2032 | \$ 3,314,432.06 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 96,465.11 | \$ 48,887.87 | \$ 3,217,966.95 | \$ 5,373,585.13 |
| 66 | 12/30/2032 | \$ 3,217,966.95 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 97,887.97 | \$ 47,465.01 | \$ 3,120,078.97 | \$ 5,421,050.14 |
| 67 | 3/30/2033 | \$ 3,120,078.97 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 99,331.82 | \$ 46,021.16 | \$ 3,020,747.15 | \$ 5,467,071.30 |
| 68 | 6/30/2033 | \$ 3,020,747.15 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 100,796.97 | \$ 44,556.02 | \$ 2,919,950.18 | \$ 5,511,627.32 |
| 69 | 9/30/2033 | \$ 2,919,950.18 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 102,283.72 | \$ 43,069.27 | \$ 2,817,666.46 | \$ 5,554,696.59 |
| 70 | 12/30/2033 | \$ 2,817,666.46 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 103,792.41 | \$ 41,560.58 | \$ 2,713,874.06 | \$ 5,596,257.17 |
| 71 | 3/30/2034 | \$ 2,713,874.06 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 105,323.34 | \$ 40,029.64 | \$ 2,608,550.71 | \$ 5,636,286.81 |
| 72 | 6/30/2034 | \$ 2,608,550.71 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 106,876.86 | \$ 38,476.12 | \$ 2,501,673.85 | \$ 5,674,762.94 |
| 73 | 9/30/2034 | \$ 2,501,673.85 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 108,453.30 | \$ 36,899.69 | \$ 2,393,220.55 | \$ 5,711,662.62 |
| 74 | 12/30/2034 | \$ 2,393,220.55 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 110,052.98 | \$ 35,300.00 | \$ 2,283,167.57 | \$ 5,746,962.63 |
| 75 | 3/30/2035 | \$ 2,283,167.57 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 111,676.26 | \$ 33,676.72 | \$ 2,171,491.31 | \$ 5,780,639.35 |

Exhibit A - Repayment Schedule

| Pmt. No. | Payment Date | Beginning Balance | Scheduled Payment | Extra Payment | Total Payment | Principal | Interest | Ending Balance | Cumulative Interest |
|----------|--------------|-------------------|-------------------|---------------|---------------|---------------|--------------|-----------------|---------------------|
| 76 | 6/30/2035 | \$ 2,171,491.31 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 113,323.49 | \$ 32,029.50 | \$ 2,058,167.82 | \$ 5,812,668.85 |
| 77 | 9/30/2035 | \$ 2,058,167.82 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 114,995.01 | \$ 30,357.98 | \$ 1,943,172.81 | \$ 5,843,026.82 |
| 78 | 12/30/2035 | \$ 1,943,172.81 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 116,691.19 | \$ 28,661.80 | \$ 1,826,481.62 | \$ 5,871,688.62 |
| 79 | 3/30/2036 | \$ 1,826,481.62 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 118,412.38 | \$ 26,940.60 | \$ 1,708,069.24 | \$ 5,898,629.22 |
| 80 | 6/30/2036 | \$ 1,708,069.24 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 120,158.96 | \$ 25,194.02 | \$ 1,587,910.27 | \$ 5,923,823.25 |
| 81 | 9/30/2036 | \$ 1,587,910.27 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 121,931.31 | \$ 23,421.68 | \$ 1,465,978.96 | \$ 5,947,244.92 |
| 82 | 12/30/2036 | \$ 1,465,978.96 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 123,729.80 | \$ 21,623.19 | \$ 1,342,249.17 | \$ 5,968,868.11 |
| 83 | 3/30/2037 | \$ 1,342,249.17 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 125,554.81 | \$ 19,798.18 | \$ 1,216,694.35 | \$ 5,988,666.29 |
| 84 | 6/30/2037 | \$ 1,216,694.35 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 127,406.74 | \$ 17,946.24 | \$ 1,089,287.61 | \$ 6,006,612.53 |
| 85 | 9/30/2037 | \$ 1,089,287.61 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 129,285.99 | \$ 16,066.99 | \$ 960,001.62 | \$ 6,022,679.52 |
| 86 | 12/30/2037 | \$ 960,001.62 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 131,192.96 | \$ 14,160.02 | \$ 828,808.65 | \$ 6,036,839.54 |
| 87 | 3/30/2038 | \$ 828,808.65 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 133,128.06 | \$ 12,224.93 | \$ 695,680.60 | \$ 6,049,064.47 |
| 88 | 6/30/2038 | \$ 695,680.60 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 135,091.70 | \$ 10,261.29 | \$ 560,588.90 | \$ 6,059,325.76 |
| 89 | 9/30/2038 | \$ 560,588.90 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 137,084.30 | \$ 8,268.69 | \$ 423,504.60 | \$ 6,067,594.45 |
| 90 | 12/30/2038 | \$ 423,504.60 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 139,106.29 | \$ 6,246.69 | \$ 284,398.30 | \$ 6,073,841.14 |
| 91 | 3/30/2039 | \$ 284,398.30 | \$ 145,352.99 | \$ - | \$ 145,352.99 | \$ 141,158.11 | \$ 4,194.87 | \$ 143,240.19 | \$ 6,078,036.02 |
| 92 | 6/30/2039 | \$ 143,240.19 | \$ 145,352.99 | \$ - | \$ 143,240.19 | \$ 141,127.40 | \$ 2,112.79 | \$ - | \$ 6,080,148.81 |

Exhibit A - Repayment Schedule

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andy Okoro, City Manager *AO*

PREPARED BY: Steve King, Planning Director *SK*

DATE: July 6, 2016

SUBJECT: **Ordinance No. 1002, First Reading.** Zone Code Amendment 2016-01: A proposal initiated by DeKruyf Family Trust to amend the text of Chapter 18.29 of the Norco Municipal Code entitled Commercial General (C-G) Zone to add car washes as a permitted ancillary use to a fuel service station.

RECOMMENDATION: Adopt **Ordinance No. 1002**, for first reading and schedule the second reading for July 20, 2016.

SUMMARY: The owner of the property where Norco Village Shopping Center is to be built (DeKruyf Family Trust) has requested a zone code amendment to add car washes as a permitted ancillary use to fuel service stations in the C-G zone. The use is currently not allowed and there is no entitlement mechanism to consider it for just one property by itself within the zone. Therefore, a zone code amendment is needed, which, if approved, would apply to all properties zoned C-G.

BACKGROUND: At its meeting on May 11, 2016, the Planning Commission unanimously recommended that the City Council approve a zone code amendment (ZCA) that would add a drive-thru car wash as a permitted ancillary use to a fuel service station in the C-G zone. In 2012 (December 5) the City Council approved Zone Code Amendment 2012-05 that eliminated car washes as permitted uses from all commercial zones in the City.

Lewis Commercial is developing the shopping center that was approved at the corner of River Road and Corydon Street (Norco Village) and the approved site plan includes a pad for a fuel service station. A potential tenant for that building wants to include an automatic drive-thru car wash as part of the service station and DeKruyf Family Trust is requesting the Zone Code Amendment on their behalf. Since the use is currently not allowed in the C-G zone, the only mechanism to be able to include the car wash with the service station is through a zone code amendment.

The original impetus to remove car washes as permitted uses was that car washes by themselves do not generate sales tax while they take up limited commercial property; and that there was already a proliferation of these uses along Hamner Avenue. Similarly self-storage facilities were previously eliminated as permitted uses in commercial zones because of their lack of sales tax generation and limited retail acreage within the City. Prior

to December 2012, car washes were allowed in the C-G zone upon approval of a conditional use permit (CUP). The CUP was required whether the car wash was the primary use or an ancillary use and whether the car wash was full-service or self-service.

If approved the proposed ZCA would add car washes as a permitted ancillary use only to fuel service stations in the C-G zone. In this case, since the use would be ancillary, there would be sales tax generated from the service station. The ancillary car wash at the Norco Village site would likely help attract more customers to that service station since there is not a service station or car wash anywhere in the area around it in neighborhoods that encompass Norco, Corona, and Eastvale.

There are currently two service stations in the C-G zone and two in the Gateway Specific Plan that have attached car washes:

Sixth Street and Sierra Avenue (automatic)
Second Street and Hamner Avenue (automatic)
Hidden Valley Parkway at the freeway (automatic)
Mountain Avenue and Hamner Avenue (full service)

In addition, there are two full-service and one self-service car wash that are the primary uses on the respective properties. All existing car washes are now considered non-conforming uses since ZCA 2012-05 was approved. There are six other fuel service stations that exist in the C-G zone that do not have attached car washes. These sites would be eligible to apply for an ancillary car wash use upon approval of ZCA 2016-01 providing they meet all of the site development criteria. Most of these sites in their current configuration are too small to accommodate an attached car wash.

Another concern with car washes is the noise they can produce and the impact that can have on surrounding properties. A noise analysis was prepared for a proposed automatic car wash with the approved fuel service station in the Norco Village Center. The noise impacts were calculated from the exit of the car wash tunnel to the nearest homes which are in Corona to the south; and from the entrance to the tunnel to the nearest homes, which are in Norco to the north.

Of the two cities, Norco has the more stringent noise standard. The impacts to the homes in Corona were determined using the City of Corona noise guidelines; whereas the impacts to the homes in Norco were determined using the City of Norco standard. The project would not need additional mitigation measures to meet the City of Corona noise standards for the homes in Corona. However, the project would need additional mitigation measures to meet the City of Norco noise guidelines for the homes in Norco:

- The car wash equipment used in a similar facility (Aliso Creek Shell Car Wash) that was used as the base design for the Norco facility shall be used for the Norco facility using the same tunnel locations for the equipment;

- Limit the height of the tunnel opening to eight feet or less;
- Equip dryers with noise reduction packages;
- Limit the hours of operation (for the car wash) from 7 a.m. to 10 p.m.;
- The same construction techniques used for the Aliso Creek Shell Car Wash facility shall be used for the construction of the Norco facility.

The Planning Commission recommended approval of the ZCA to the City Council. If approved a car wash would be added as an allowed ancillary use to a fuel service station in the C-G zone with the caveat that the use could not be approved until after a noise study is approved by the City showing full compliance with noise standards along with any needed mitigation measures that would then be applied as conditions of approval for the use.

The recommended addition to Chapter 18.29 is as follows:

| | |
|--|----------------|
| Automotive/Vehicle/Vessel | |
| Fuel Service | c ⁸ |
| <u>8. Car washes are allowed as an ancillary use to a fuel service station only; and only after approval of a noise impact study by the City showing compliance with applicable noise standards.</u> | |

Attachment: Ordinance No. 1002

ORDINANCE NO. 1002

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORCO APPROVING ZONE CODE AMENDMENT 2016-01 AMENDING SECTION 18.29.20 OF THE NORCO MUNICIPAL CODE (C-G ZONE) TO ADD CAR WASHES AS A PERMITTED ANCILLARY USE TO A FUEL SERVICE STATION IN THE C-G ZONE. ZONE CODE AMENDMENT 2016-01

WHEREAS, DEKRUYF FAMILY TRUST initiated Zone Code Amendment 2016-01, a proposed amendment to Chapter 18.29 "C-G" (Commercial General) Zone, to amend Section 18.29.20 "Permitted Uses" to add car washes as a permitted ancillary use to fuel service stations in the C-G zone; and

WHEREAS, the Zone Code Amendment was duly submitted to said City's Planning Commission for decision at a public hearing for which proper notice was given; and

WHEREAS, the Zone Code Amendment was scheduled for public hearing on May 11, 2016 on or about 7 p.m. in the Council Chambers at 2820 Clark Avenue, Norco, California 92860; and

WHEREAS, at the time set, the Planning Commission held a public hearing and received both oral and written testimony pertaining to the Zone Code Amendment; and

WHEREAS, the Planning Commission adopted Resolution 2016-27 recommending that the City Council approve Zone Code Amendment 2016-01; and

WHEREAS, said application for zone code amendment was duly submitted to said City's City Council for decision at a public hearing for which proper notice was given; and

WHEREAS, at the time set at 7 p.m. on July 6, 2016, within the Council Chambers at 2820 Clark Avenue, Norco, California, 92960, said petition was heard by the City Council for the City of Norco; and

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

WHEREAS, the City of Norco, acting as the Lead Agency has determined that the Zone Code Amendment is exempt from the California Environmental Quality Act and the City of Norco Environmental Guidelines per Class 3.

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

- A. The proposed Zone Code Amendment to allow car washes as ancillary uses is not inconsistent with the Norco General Plan and the intent of the Commercial General (C-G) zone of the Norco Municipal Code.
- B. The proposed Zone Code Amendment to allow car washes as ancillary uses is not inconsistent with the approved Hamner Corridor Study recommendations.
- C. The proposed Zone Code Amendment does not hinder the General Plan goals and policies of preserving the City's small plot agricultural/animal-keeping/equestrian lifestyle.
- D. The proposed Zone Code Amendment is categorically exempt from the California Environmental Quality Act (CEQA) and the City of Norco Environmental Guidelines pursuant to Class 3 (New Construction or Conversion of Small Structures).

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

SECTION 1:

Chapter 18.29 – "C-G" (Commercial General), Section 18.29.20 –"Permitted Uses", Table 1 – Permitted Uses, under the Category entitled "**Automotive/Vehicle/Vessel**" is hereby amended to read as follows:

| | |
|---|----------------|
| Automotive/Vehicle/Vessel | |
| Fuel Service | c ⁸ |
| <p><u>8. Car washes are allowed as an ancillary use to a fuel service station only; and only after approval of a noise impact study by the City showing compliance with applicable noise standards.</u></p> | |

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

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

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

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held July 20, 2016.

Kevin Bash, Mayor
City of Norco

ATTEST:

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

I, CHERYL LINK, CMC, City Clerk of the City of Norco, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Norco, California, duly held on July 6, 2016 and thereafter at a regular meeting of said City Council duly held on July 20, 2016, it was duly passed and adopted by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andy Okoro, City Manager *AO*

PREPARED BY: Steve King, Planning Director *SK*

DATE: July 6, 2016

SUBJECT: **Ordinance No. 1003, First Reading.** Zone Code Amendment 2016-03: A proposal to amend the text of Chapter 18.38 of the Norco Municipal Code entitled "General Provisions, Off-Street Parking and Loading" to revise the required parking for hotels and motels.

RECOMMENDATION: Adopt **Ordinance No. 1003**, for first reading and schedule the second reading for July 20, 2016.

SUMMARY: The City of Norco parking requirement for hotels and motels is higher than all jurisdictions in western Riverside County. The proposed Zone Code Amendment (ZCA) will make the City requirements more consistent and enhance the City's ability to attract desirable hotel establishments.

BACKGROUND: On June 8, 2016 the Planning Commission adopted Resolution 2016-31 recommending approval of ZCA 2016-03 to the City Council. It had been brought to the City's attention that the Norco parking requirements are more stringent than surrounding jurisdictions and the additional cost for the land to accommodate the additional parking could be a factor that discourages future hotel projects, or cause potential developers to look in other jurisdictions. The following is a comparison of the parking requirements for hotels in western Riverside County cities. Most cities follow a fairly typical industry standard that is less than what is required by the NMC.

| | | |
|-----------------|---|---------------------------------------|
| PROJECT: | 100-room hotel 60,000 square-foot building 10 employees (largest shift) | No ancillary uses No managers unit |
| CITY | PARKING REQUIREMENT | SPACES |
| Norco | One (1) for each living or sleeping unit; plus one (1) for each five (5) units. For each unit with kitchen facilities, two (2) spaces in a garage or carport. | 120 |
| Corona | 1 space/bedroom or unit, plus 2 spaces for manager/s unit (not including parking space requirements for incidental use) | 100 |
| Eastvale | One space for each unit, plus two for resident manager unit | 100 |
| Riverside | 1 space/guest room | 100 |
| Jurupa Val. | 1 space/room, and 2 spaces/resident manager | 100 |
| Moreno Val. | One space per guest room | 100 |

| | | |
|---------------|--|-----|
| Lake Elsinore | One space per room or suite, plus one space per every three employees on the largest workshift | 103 |
| Murrieta | One space for each guest room, plus one space for each two employees on the largest shift. | 105 |
| Temecula | 1 space/guest room plus 1 space/10 rooms for guests and 2 spaces for resident manager | 110 |
| Riverside Co. | 1 space/room, and 2 spaces/resident manager | 100 |

ANALYSIS: The City wants to be competitive in the attraction of new businesses, especially desirable hotel development, which is an important aspect in expanding the range of revenues for the City. Hotel development is also needed to accommodate increasing numbers of people coming to Norco as a result of Silverlakes. For these reasons staff and the Planning Commission have recommended that the hotel parking standard for the City be revised to better match what adjoining jurisdictions require.

The recommended change to Chapter 18.38 is as follows:

18.38.10 Number of Parking Spaces Required.

(15) Hotels and Motels: One (1) for each ~~living or sleeping unit~~ **guest room**; ~~plus one (1) for each five (5) units. For each unit with kitchen facilities, two (2) spaces in a garage or carport.~~

Attachment: Ordinance No. 1003

ORDINANCE NO. 1003

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORCO APPROVING ZONE CODE AMENDMENT 2016-03 AMENDING SECTION 18.38.10(15) OF THE NORCO MUNICIPAL CODE (NUMBER OF PARKING SPACES REQUIRED) TO REVISE THE PARKING STANDARDS FOR HOTELS AND MOTELS. ZONE CODE AMENDMENT 2016-03

WHEREAS, THE CITY OF NORCO initiated Zone Code Amendment 2016-03, a proposed amendment to Chapter 18.29 "C-G" (Commercial General) Zone, to amend Section 18.38.10 "Number of Parking Spaces Required" to amend the parking requirement for hotels and motels; and

WHEREAS, the Zone Code Amendment has been duly submitted to said City's Planning Commission for decision at a public hearing for which proper notice was given; and

WHEREAS, the Zone Code Amendment was scheduled for public hearing on June 8, 2016 on or about 7 p.m. in the Council Chambers at 2820 Clark Avenue, Norco, California 92860; and

WHEREAS, at the time set, the Planning Commission held a public hearing and received both oral and written testimony pertaining to the Zone Code Amendment; and

WHEREAS, the Planning Commission adopted Resolution 2016-31 recommending that the City Council approve Zone Code Amendment 2016-03; and

WHEREAS, said application for zone code amendment was duly submitted to said City's City Council for decision at a public hearing for which proper notice was given; and

WHEREAS, at the time set at 7 p.m. on July 6, 2016, within the Council Chambers at 2820 Clark Avenue, Norco, California, 92960, said petition was heard by the City Council for the City of Norco; and

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

WHEREAS, the City of Norco, acting as the Lead Agency has determined that the Zone Code Amendment is exempt from the California Environmental Quality Act and the City of Norco Environmental Guidelines per Class 5.

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

- A. The proposed Zone Code Amendment to amend the parking requirement for hotels and motels is not inconsistent with the Norco General Plan and the intent of the Norco Municipal Code.
- B. The proposed Zone Code Amendment does not hinder the General Plan goals and policies of preserving the City's small plot agricultural/animal-keeping/equestrian lifestyle.
- C. The proposed Zone Code Amendment is categorically exempt from the California Environmental Quality Act (CEQA) and the City of Norco Environmental Guidelines pursuant to Class 5 (Minor Alterations in Land Use Limitations).

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

SECTION 1:

18.38.10 Number of Parking Spaces Required.

(15) Hotels and Motels: One (1) for each living or sleeping unit guest room; ~~plus one (1) for each five (5) units. For each unit with kitchen facilities, two (2) spaces in a garage or carport.~~

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

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

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

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held July 20, 2016.

Kevin Bash, Mayor
City of Norco

ATTEST:

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

I, CHERYL LINK, CMC, City Clerk of the City of Norco, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Norco, California, duly held on July 6, 2016 and thereafter at a regular meeting of said City Council duly held on July 20, 2016, it was duly passed and adopted by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager *AO*

PREPARED BY: Scott Lane, Battalion Chief

DATE: July 6, 2016

SUBJECT: Public Hearing Confirming Costs for Spring Weed Abatement

RECOMMENDATION: Adopt **Resolution No. 2016-46**, confirming the report of costs for abatement of weeds and hazardous vegetation as a public nuisance and imposing special assessment liens on vacant parcels within the City.

SUMMARY: The 2016 Spring Weed Abatement Report of Costs lists property owners whose vacant parcels were abated by the Fire Department's weed abatement contractor for the 2016 Spring Weed Abatement Program. After Council adopts the Resolution, property owners will be invoiced for payment of the abatement.

BACKGROUND/ANALYSIS: At the May 4, 2016 Council meeting, the City Council authorized the Fire Department's weed abatement contractor, Warren Brothers Tractor Work, to remove weeds and hazardous vegetation from vacant parcels for owners who failed to do so by the April 10, 2016 deadline date.

The 2016 Spring Weed Abatement Report of Costs is a list of property owners whose parcels were abated by Warren Brothers following Council's authorization ordering the abatement. This list includes the contractor's charge and the Fire Department's administrative fee. Property owners will be invoiced for these costs; and if not paid, property liens will be placed against the parcel through the Riverside County Auditor-Controller's Office.

FINANCIAL IMPACT: Costs to abate weeds on vacant property are paid either by the property owner or by property tax liens.

Attachments: Resolution No. 2016-46
2016 Spring Weed Abatement Report of Costs, Exhibit "A"

RESOLUTION NO. 2016-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, CONFIRMING THE REPORT OF COSTS FOR ABATEMENT OF WEEDS AND HAZARDOUS VEGETATION AS A PUBLIC NUISANCE AND IMPOSING SPECIAL ASSESSMENT LIENS ON VACANT PARCELS WITHIN THE CITY

WHEREAS, the City Council declared that seasonal and recurring weeds and hazardous vegetation, growing upon and in front of vacant property in the City of Norco, constitute a public nuisance and also declared its intent to provide for abatement by adopting Resolution No. 2016-09 on March 2, 2016; and

WHEREAS, the Notice to Destroy Weeds and Hazardous Vegetation was given to property owners of vacant property in accordance with Chapter 13, Article 2, Section 39567.1 of the State of California Government Code and Resolution No. 2016-09; and

WHEREAS, the City Council held a Public Hearing on May 4, 2016, and all objections to the proposed abatement of weeds and hazardous vegetation on vacant parcels were heard and considered in accordance with the State of California Government Code and Resolution No. 2016-09; and

WHEREAS, the City Council ordered the Fire Chief to have such nuisances abated by adopting Resolution No. 2016-21 on May 6, 2016; and

WHEREAS, an itemized report showing the cost to abate the nuisances that were on or in front of vacant parcels has been prepared and submitted to the City Council for confirmation; and

WHEREAS, a copy of the report of costs was posted near the door of the Council Chamber at least three days prior to the Public Hearing; and

WHEREAS, the Public Hearing being held by City Council is for the purpose of receiving and considering the report of costs showing abatement costs and hearing objections from property owners liable to be assessed for such costs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Norco, California, does hereby find and declare that the 2016 Spring Weed Abatement Report of Costs, Exhibit "A" on nuisance abatement for vacant parcels is confirmed, and that the costs are also confirmed as special assessment property liens against the vacant parcels whose property owners do not pay the invoiced amount.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on July 6, 2016.

Kevin Bash, Mayor
City of Norco, California

ATTEST:

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

I, Cheryl L. Link, CMC, City Clerk of the City of Norco, California, do hereby certify that the foregoing Resolution was adopted by the City Council of the City of Norco, California, at a regular meeting thereof held on July 6, 2016 by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California, on July 6, 2016.

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

Attachment: Exhibit A – Spring Weed Abatement Report of Costs

**2016 Spring Weed Abatement
Exhibit A**

| PARCEL NO. | OWNER OF RECORD | PARCEL ACREAGE | CONTRACTOR'S FEE | ADMIN FEE | TOTAL CHARGE |
|-------------|---|-------------------|---------------------|--------------|-----------------|
| 121074014-6 | AMIR & FADIA IBRAHIM 3070 SHADOW CANYON CR NORCO CA 92860 | 0.50 | \$95.00 | \$95.00 | \$190.00 |
| 122030011-4 | H & H PROPERTY 4740 Green River Rd. #118 CORONA, CA, 92880 | 1.81 | \$108.60 | \$108.60 | \$217.20 |
| 123260002 | GARRY & SUSAN STRUNK C/O LORETTA O'MALLEY 43145 VISTA DEL RANCHO TEMECULA CA 92592 | 10.00 | \$330.00 | \$330.00 | \$660.00 |
| 126180003-9 | H & H PROPERTY 4740 Green River Rd. #118 CORONA, CA, 92880 | 1.50 | \$90.00 | \$90.00 | \$180.00 |
| 126200013-9 | H & H PROPERTY 4740 Green River Rd. #118 CORONA, CA, 92880 | 2.56 | \$353.00 | \$353.00 | \$706.00 |
| 126200018-4 | H & H PROPERTY 4740 Green River Rd. #118 CORONA, CA, 92880 | 1.25 | \$125.00 | \$125.00 | \$250.00 |
| 126200021-6 | H & H PROPERTY 4740 Green River Rd. #118 CORONA, CA, 92880 | 5.08 | \$404.80 | \$404.80 | \$809.60 |
| 126240001-2 | H & H PROPERTY 4740 Green River Rd. #118 CORONA, CA, 92880 | 2.00 | \$120.00 | \$120.00 | \$240.00 |
| 126240002-3 | H & H PROPERTY 4740 Green River Rd. #118 CORONA, CA, 92880 | 1.00 | \$60.00 | \$60.00 | \$120.00 |
| 127040036-3 | INC XIANG KUN INV USA 7280 SYCAMORE CYN BLVD RIVERSIDE CA 92508 | 2.18 | \$130.80 | \$130.80 | \$261.60 |
| 127331012-0 | PAT & EMMA ALVARADO C/O ROLLIE ALVARADO 6072 CANDLE LIGHT LN YORBA LINDA CA 92886 | 0.20 | \$95.00 | \$95.00 | \$190.00 |
| 129230033-1 | COPPERFIELD INV & DEV CO 600 ST PAUL AV #250 LOS ANGELES CA 90017 | 5.38 | \$397.80 | \$397.80 | \$795.60 |
| 129230034-2 | COPPERFIELD INV & DEV CO 600 ST PAUL AV #250 LOS ANGELES CA 90017 | 4.43 | \$465.20 | \$465.20 | \$930.40 |

| | | | | | |
|-------------|--|---------------|-----------------|-----------------|-----------------|
| 129230036-4 | COPPERFIELD INV & DEV CO 600 ST PAUL AV #250 LOS ANGELES CA 90017 | 6.38 | \$407.20 | \$407.20 | \$814.40 |
| 131330016-2 | RICHARD & REBECCA LEWIS 6 WEYMOUTH CT NEWPORT BEACH CA 92660 | 3.72 | \$223.20 | \$223.20 | \$446.40 |
| 133200022-9 | LOUIS DECOSTA & CATHERINE IBARRA C/O CASEY & MUNN PO BOX 1064 PALM SPRINGS, CA, 92263 | 2.41 | \$444.60 | \$444.60 | \$889.20 |
| 168060003-4 | ARLINGTON CEMETERY ASSN INC C/O PIERCE BROS CRESTLAWN MEMORIAL PARK GENERAL MANAGER 11500 ARLINGTON AV RIVERSIDE CA 92505 | 38.19 | \$300.00 | \$300.00 | \$600.00 |
| | | Total: | 4,150.20 | 4,150.20 | 8,300.40 |

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager *AO*

PREPARED BY: John R. Harper, City Attorney *JH*

DATE: July 6, 2016

SUBJECT: **Ordinance No. 1004, First Reading.** Code Change 2016-01, Amending Chapter 2.44 "General Municipal Elections" of the Norco Municipal Code by Establishing the Norco General Election Date as Being on Even Numbered Years Effective November, 2018.

RECOMMENDATION: Adopt **Ordinance No. 1004**, for first reading and schedule the second reading for July 20, 2016.

SUMMARY: Senate Bill 415 (SB 415), which becomes effective on January 1, 2018, prohibits political subdivisions from holding an election on a date other than the date of Statewide primary and general elections if holding an election on a non-current date has previously resulted in a significant decrease in voter turnout. The Statute requires that the City take action to consolidate with the Statewide election prior to January 1, 2018, to be effective not later than the November 8, 2022 election. For Norco, the earliest consolidation date would be November, 2018. At the City Council meeting of May 18, 2016, the City Council directed staff to prepare for consideration an ordinance changing the election date to November in even numbered years, effective November, 2018.

BACKGROUND/ANALYSIS: Under current law, municipalities are allowed to hold elections either concurrently with Statewide races in even numbered years, or hold elections in odd numbered years. Elections held concurrently with Statewide elections are referred to as "on-cycle" All other dates are referred to as "off-cycle" elections. In California, 113 cities hold off-cycle elections compared to 369 cities that hold on-cycle elections including the City of Norco.

California Senate Bill 415 was introduced in early 2015 and signed into law by Governor Brown in August, 2015. SB 415 requires that a City take action to consolidate with the Statewide general election prior to January 1, 2018, to be effective not later than the November 8, 2022 election, in cities where the turnout has been at least 25% below the average turnout in a city during the last four statewide general elections.

Staff has reviewed the voter turnout in the City of Norco as provided by the County Registrar of Voters for the last four even-numbered year; and last four odd-numbered year election cycles. The data shows that over the last four cycles, the average turnout for the odd-numbered years is 23.83% while the average turnout for the even-numbered year is 64.00%. This represents a 62.76% decrease in voter turnout in odd-numbered year elections compared to even-numbered year elections. Based on this large discrepancy, the City must consolidate its Municipal election with the Statewide and federal elections in order to comply with the provisions of SB 415.

| City of Norco General Municipal Elections – Voter Turnout | | | |
|--|---------------------|------------------------|------------------|
| Election Year | Registration | Ballots Cast | Turnout % |
| 2015 | 10,748 | 2,528 | 23.52% |
| 2013 | 11,426 | 2,625 | 22.97% |
| 2011 | 11,225 | 2,699 | 24.04% |
| 2009 | 11,212 | 2,777 | 24.77% |
| | | Average Turnout | 23.83% |

| Statewide General Elections – Voter Turnout | | | |
|--|---------------------|------------------------|------------------|
| Election Year | Registration | Ballots Cast | Turnout % |
| 2014 | 11,479 | 4,769 | 41.55% |
| 2012 | 12,274 | 9,178 | 74.78% |
| 2010 | 11,651 | 7,175 | 61.58% |
| 2008 | 11,793 | 9,208 | 78.08% |
| | | Average Turnout | 64.00% |

At its May 18, 2016 meeting, the City Council reviewed consolidation options and directed staff to prepare for consideration an ordinance changing the election date to November in even numbered years, effective November, 2018. Consolidating the City of Norco Municipal elections with statewide elections will result in the extension of the terms for the present Council Members by one year.

FINANCIAL IMPACT: The cost of notifying voters of the consolidation via Notification Cards is estimated to be \$5,000 - \$7,000.

Attachment: Ordinance No. 1004

ORDINANCE NO. 1004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, AMENDING CHAPTER 2.44 "GENERAL MUNICIPAL ELECTIONS" OF THE NORCO MUNICIPAL CODE, BY ESTABLISHING THE NORCO GENERAL ELECTION DATE AS BEING ON EVEN NUMBERED YEARS EFFECTIVE NOVEMBER, 2018. CODE CHANGE 2016-01

WHEREAS, Senate Bill No. 415 prohibits political subdivisions from holding an election on a date other than the date of Statewide primary and general elections if holding an election on non-current date has previously resulted in a significant decrease in voter turnout; and

WHEREAS, Senate Bill 415 requires that a City take action to consolidate with the Statewide general election prior to January 1, 2018, to be effective not later than the November 8, 2022 election, in cities where the turnout has been at least 25% below the average turnout in a city during the last four statewide general elections; and

WHEREAS, for the City of Norco, the data shows that over the last four cycles, the average turnout for the odd-numbered years is 23.83% while the average turnout for the even-numbered years is 64%; and

WHEREAS, as defined by statute, there has been such significant decrease in voter turnout and as a consequence, the City is required to change its election date to even-numbered years, November, 2018, being the earliest effective date; and

WHEREAS, consolidating the Norco general election date will result in the extension of the terms of current Council Members by one year.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF NORCO DOES HEREBY ORDAIN AS FOLLOWS:

Norco Municipal Code Chapter 2.44.010 GENERAL MUNICIPAL ELECTIONS is hereby amended in its entirety to provide as follows:

Section:

2.44.010. Held When.

(a) The general municipal elections for the City of Norco shall be held on the same day as the Statewide general elections currently held in November in even-numbered years.

(b) The ordinance codified in this section is enacted pursuant to California Government Code Chapter 1.7 (commencing with Section 14050).

(c) This change of elections date will take place effective with the November 6, 2018 general election.

(d) The elected City Council Members whose four-year terms of office would have expired in November, 2017, will be continued in office until November, 2018.

(e) The elected City Council Members whose four-year terms of office would have expired in November, 2019, will be continued in office until November, 2020.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held July 20, 2016.

Kevin Bash, Mayor
City of Norco

ATTEST:

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

APPROVED AS TO FORM:

John Harper, City Attorney
City of Norco, California

I, Cheryl Link, CMC, City Clerk of the City of Norco, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Norco, California, duly held on July 6, 2016 and thereafter at a regular meeting of said City Council duly held on July 20, 2016, it has duly passed and adopted by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager *AO*

PREPARED BY: Alma Robles, Senior Planner *AR*

DATE: July 6, 2016

SUBJECT: **Appeal Hearing: Conditional Use Permit 2014-10/Variance 2014-05 (Swaminarayan Gurukul-USA/Patolia):** An appeal of the Planning Commission's denial of a request for approval to allow the development of a temple and cultural center on a vacant parcel (Assessor's Parcel Number 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.

SUMMARY: The request for Conditional Use Permit (CUP) 2014-10 and associated Variance 2014-05 were denied by the Planning Commission on April 13, 2016, but that decision has been appealed by the applicant to the City Council. The applicant is requesting a consideration for approval of the project, or that the project is sent back to the Planning Commission with any direction for required changes. If the City Council chooses to deny the project, the applicant is then requesting that the project be denied without prejudice. A straight denial requires the applicant to wait a year to re-apply. To deny without prejudice, allows the applicant to submit redesigned plans to the Planning Commission without having to wait a year.

PROPERTY DESCRIPTION: The project site is an irregular-shaped parcel consisting of about 4.01 acres/178,423 square feet. The property has a frontage on the west side of Norconian Drive of about 442 feet and a maximum depth of about 611 feet (ref. Exhibit "A" – Location Map, Exhibit "B" – APN Map and Exhibit "C" – Aerial and Site Photos).

The project site is currently vacant and undeveloped, and surrounded by A-1 zoned properties on all sides. The site is located along an undeveloped hillside easterly of an existing City reservoir. The property is bound to the north and south by existing churches, to the west by an existing City reservoir and to the east by Norconian Drive. The site elevations range from 745 feet at the northeast corner to 835 feet along the westerly edge with a general drainage direction from west to the northeast.

All of the required street dedications exist; however, the necessary street improvements for the site have not been completed to the ultimate width along Norconian Drive. There is no

designated horse trail in front of the site, but one exists across the street on the east side of Norconian Drive.

PROJECT DESCRIPTION: The applicant is requesting approval of a conditional use permit to allow the development of a Hindu Temple and cultural and religious center (ref. Exhibit "D" – Site Plan)

Development on the site is proposed to consist of a two-story main building that will accommodate the temple and its associated uses. The first floor will include the Saints Residence, a prayer room, covered patio areas, a multi-purpose room, classrooms, and ancillary areas for kitchens, storage, bathrooms, etc. The entire first floor will total approximately 24,975 square feet. Level two is proposed to consist primarily of classrooms and will total about 4,310 square feet (Exhibit "E" – Floor Plans). The project also includes a 5,063 square-foot gazebo/trellis patio cover area and a tennis court at the rear of the property.

The project will have operating hours ranging from 8:30 a.m. to 5:00 p.m. every day of the week. Sundays will be the day that will draw the most people for services beginning as early as 10:00 a.m., and the rest of the week will consist of people visiting the site to talk to priests, attend yoga classes and/or special events etc. Attached for the Council's review is a letter providing further information on the projects uses (ref. Exhibit "F" – Letter dated January 4, 2016).

The main building is proposed to be wood framed construction, with a stucco finish and tile roof. The architecture theme of the building is proposed to reflect the religious culture of the proposed project consisting of varying roof-lines and dome architectural elements (ref. Exhibit "G" Building Elevations). The building will consist of earth tone colors (ref. Exhibit "H" – Material Board). The bulk of the building is proposed with a height of about 30 feet, but there are roof lines that reach a height of about 36 feet, and the dome is proposed to reach a maximum height of about 46 feet. A variance is being requested to allow building heights above maximum allowed height of 35 feet in the A-1 zone.

The project includes on-site improvements to consist of driveways, drive aisles, parking (107 spaces) and landscaping (82,190 square feet, which includes 49,605 of hydroseeded area). A trash enclosure and loading zone are proposed towards the north side of the site, north of the building.

Access to and from the temple will be from Norconian Drive and then through a secured/gated entrance that will have one lane for entering and one for exiting. The required street public improvements to the ultimate width on Norconian Drive will be provided.

Grading: The property will be mass graded to establish a relatively flat area to accommodate the new structures and parking (ref. Exhibit "I" – Preliminary Grading Plan and Exhibit "J" –

Site Line Sections). The project will maximize the flat area space using retaining walls (max height=14 feet) along the easterly, westerly and northerly edges of the property in conjunction with 1.5:1 slopes. After the proposed grading, the finished building pad will vary approximately 20 to 40 feet above the grade of the street.

The proposed retaining walls depicted on the preliminary grading plan will be of masonry/block construction, with exception of the northerly wall that will be a crib wall.

The proposed project will emulate existing drainage patterns to avoid redirection of runoff onto adjacent parcels. Due to the addition of impervious surfaces (asphalt parking, structures, etc.) the project will construct an underground storm water detention system that will mitigate increased runoff from the site.

PROJECT REVIEW STATUS: Project Review Board (PRB): The PRB reviewed this project on April 2, 2014 and November 10, 2015. The majority of the comments discussed at the meeting have been reflected in the design of the project or incorporated into the conditions of approval. One of the aspects of the project that was discussed at the PRB related to the encouragement of western architecture. The architecture is not western and the applicant is requesting consideration of the building design as shown in the attached plans.

Environmental Review: The project has been determined by staff to be exempt from the California Environmental Quality Act and the City of Norco Environmental Guidelines pursuant to Class 32 (Infill Development Projects).

Streets, Trails and Utilities Commission (STC): Review by the STUC was not required for this project.

Neighborhood Meeting: Surrounding property owners within a 300-foot radius of the project site were notified and invited to a community meeting on July 14, 2015. The meeting was held by the developer/applicant where information was presented on the proposed development.

A concern brought up at the meeting was the provision of enough on-site parking, since there is currently a lot of street parking when all of the churches in the immediate area are in full operation on Sundays. One resident had concern over the visibility of the project from his property which is located north of Norco Drive. He asked to see something that would depict what would be viewed from his property. This resident was informed that this matter would be addressed before the Planning Commission at the scheduled meeting. The applicant mentioned the installation of a statue in front of the building, so the neighbors asked to see a rendering. The rendering has not been made available. Other minor comments/questions were addressed by the applicant.

ANALYSIS: Land Use: The subject property is located in the A-1 Zone. A church and its related activities are allowed within the A-1 Zone subject to the approval of a conditional use permit. Development standards for the A-1-20 Zone relate to residential uses; however, churches must comply with pertinent developments standards such as setbacks, building height and lot coverage. In addition, for non-residential uses such as a church, parking must be provided and the architectural theme and development layout must be addressed to make sure the project is compatible with the area.

Setbacks: The minimum setbacks, in the A-1-20 Zone are 25 feet for the front, 5 and 15 feet for the sides, and 100 feet for the rear. Any detached structure requires the minimum of setbacks of 5 feet from property lines and 10 feet away from any other structure.

The main building is proposed to have a setback from the front property line of over 100 feet, side yards of at least 25 feet on both sides, and a rear yard setback of over 200 feet as measured to the rear property line located behind the proposed tennis court area. The trellis patio cover at the rear of the property will be at least 5 feet from property lines and 10 feet away from any other structure. As proposed the project meets the minimum setback requirements.

Lot Coverage: The maximum lot coverage of all structures is 40% of the total pad area. The pad area is defined as the "flat" part of the lot (4% grade or less). The flat pad area with the proposed grading of the property will be approximately 118,700 square feet. The pad coverage for the property is proposed at approximately 25%, taking into account the foot print of the primary structure and the trellis building at the rear. As proposed, the project meets the lot coverage requirement.

Landscaping: There is no landscaping requirement in the A-1 Zone; however, landscaping is being provided in the amount of 82,190 square feet to consist of flat landscaping along the perimeter of the site, in the parking areas and in areas around the building, and hydro-seeding in the slope areas. For commercial development such as in the C-G zone, the landscape requirement is 15 percent of the total lot area. The flat landscaping provided for this project is equal to about 18 percent of the site.

Parking and Loading Spaces: With the development of churches, the main church/sanctuary area is what typically generates the largest amount of vehicle traffic. For this reason, parking for churches has been based on the seating for the main building/sanctuary area alone. In this case, the prayer room would be the main use of the building and therefore used to calculate required parking.

The Norco Municipal Code (NMC) requires one parking space for every three seats, fixed or otherwise, when calculating parking for a church. The floor plan for the building indicates a prayer room of 3,525 square feet, but with no fixed seats. Per the applicant, seating is not used in their prayer room.

In staff's research of the Code for a general meeting area with no fixed seats, the closest use was elementary/junior high auditoriums/gymnasiums, which requires one parking space for every 35 square feet of general assembly area where there are no fixed seats. Using this parking ratio, a minimum of 101 parking spaces would be required. A total of 107 parking spaces (with a 90 degree layout) are proposed, with 93 parking spaces being in front of the proposed building and the remaining 14 spaces being in the gazebo/trellis patio cover and a tennis court area at the rear of the property.

One 12'x25' loading space is proposed towards the north side of the site and north of the building, which is the minimum size required.

Access and Circulation: Access to and from the temple will be from Norconian Drive and then through a secured/gated entrance that will have one lane for entering and one for exiting. The width of the entry and exit points has been reviewed by the Fire Department and determined to be adequate. On-site drive aisles widths with 90 degree parking on one or both sides is a minimum of 25 feet. All of these drive aisles are at least 25 feet wide, meeting Code requirements and providing for adequate on-site circulation.

Fencing and walls: The maximum height of fence and walls (that are not retaining) is six feet. The access gates at the entrance (along with the pilasters to support the gates) are proposed with a height of seven feet, six inches, which can be allowed if approved as part of the conditional use permit, or required to meet the six-foot limit.

The project will maximize the flat area space using retaining walls (maximum height=14 feet) along the easterly, westerly and northerly edges of the property in conjunction with 1.5:1 slopes. The proposed retaining walls depicted on the preliminary grading plan will be of masonry/block construction, with the exception of the northerly wall that will be a crib wall. With a CUP, review of the height of retaining walls and its material is part of the discretionary review by the Planning Commission, and now the City Council. The City Council needs to review the height of retaining walls wall in terms of the amount of grading being proposed on the site, and if what is being proposed is appropriate for the site.

Trash Enclosure: The required trash enclosure is proposed towards the north side of the site, north of the building and will to be built to City Standards.

Architecture and Building Height: The architectural theme reflects the religious culture of the proposed project consisting of varying roof-lines and dome architectural elements. The bulk of the building is proposed with a height of about 30 feet, but there are roof lines that reach a height of about 36 feet, and the dome to a maximum height of about 46 feet. A variance is being requested for a building height above the 35-foot height limit in the A-1 Zone.

The architectural guidelines from the NMC emphasize a western-themed/equestrian architecture with allowances and consideration as needed for existing surrounding development. The NMC has the following direction for architectural design and approval:

18.41.10 Criteria for Architectural Review and Approval.

In addition to those criteria listed in this chapter, the Planning Commission shall consider and weigh: The nature of specific uses, in particular zones and geographic areas, and the requirements of utility with respect to the structures proposed for uses; site dimensions with relation to the structures proposed and the required utility thereof; the adequacy and conformity and harmony of external design, colors, materials, and architectural features with neighboring structures and use of the improvements proposed on the parcel with improvements existing or permitted on neighboring sites, and compatibility with established design parameters such as those outlined in specific plans.

18.41.11 Building Architecture

Building architecture shall reflect a desired western theme and identity. Qualities that reflect the western theme can be described as rural, informal, traditional, rustic, low profile and equestrian oriented.

The project site is in a residential zone; however, it is primarily surrounded by existing churches with their unique architecture styles that are not consistent with each other nor are they particularly western in theme. The proposed architectural elevations were submitted to the Architectural Review Sub-Committee (ARC) for review. One member of the ARC expressed concern that there is no western architectural elements for the project, and that because the project will be in a highly visible site from Sixth Street, it should at least make an effort to include some western elements that are generally required of other commercial projects. However, no direction was provided as this member of the ARC was at a loss on how to modify the project to be more Western. The other member of the ARC expressed the concern that the building is too high for a residential neighborhood setting. This member expressed that building up a pad so high, plus making the actual building taller than the allowed height of 35 feet is too much for the property. This member was unsure if the architecture could be regulated because it is a temple, but noted that there are no western elements on the building.

Staff requested photo simulations of how the project would be viewed from Norconian Drive and from Norco drive and they have been provided (ref. Exhibit "L" – Photo Simulations). These photo simulations were requested to help the Planning Commission and now the City Council, the public, and staff to have a better idea of how the finished project will be visible to the surrounding community. They were also requested to assist staff in making a recommendation on the variance.

The Commission considered the above information but had several concerns. Concerns ranged from the architecture not fitting in, traffic, parking, the request for the variance not

being warranted, and the concern that too much is required to be done on the site to accommodate the use. Several of the concerns were from members of the Community at the meeting (ref. Exhibit "M" – Planning Commission Minutes dated April 13, 2016).

Letters of opposition/concerns and one letter in support of the project were submitted and have been included for the City Council's review (ref. Exhibit "K" – Letters).

As part of the appeal and in response to concerns relating the height and compatibility of the building, the applicant has submitted revised architectural building elevations plans with a building height under 35 feet. These plans have been submitted for consideration by the City Council as an alternative to the architectural building elevation plans reviewed by the Planning Commission (Exhibit "N" – Revised Building Elevations).

CONCLUSION: The following will take place depending of the action of the City Council:

- If the City Council chooses to send the project back to the Planning Commission for re-consideration of the project in conjunction with the revised architectural building elevations depicted in Exhibit "N" - Revised Building Elevations, a roll call vote is all that is needed. This would not require a new application to be submitted by the applicant. This action can also include direction for any other changes.
- If the City Council chooses to uphold the decision of the Planning Commission to deny the project, then a roll call vote is all that is needed. The applicant would have to wait a year to submit a new application with all the required fees.
- If the Council chooses to deny the project without prejudice, a resolution for denial without prejudice needs to be adopted for both the conditional use permit and variance. This will allow the applicant the opportunity to submit redesigned plans without having to wait a year, but a new application and fees would have to be submitted for consideration by the Planning Commission or the City Council. A resolution for denial without prejudice for both the CUP and variance has been attached.
- If the Council chooses to deny just the CUP (for the land use) without prejudice, but not variance (for the building height above 35 feet), a resolution for denial without prejudice needs to be adopted for just the CUP. This will allow the applicant the opportunity to submit redesigned plans without having to wait a year, the project would have to adhere to the height limitation of 35 feet regardless of the revised design, and a new application and fees would have to be submitted for consideration by the Planning Commission or the City Council.

- If the City Council chooses to overturn the decision of the Planning Commission and thereby approve the project as proposed and designed (and which was revived by the Planning Commission), a resolution of approval needs to be adopted for both the CUP and variance. A resolution for approval, which can incorporate any changes by the City Council, has been attached for both the CUP and variance.
- If the City Council chooses to overturn the decision of the Planning Commission and approve just the CUP for the land use, but not the variance for a height above 35 feet, a resolution of approval needs to be adopted for just the CUP. The City Council also has the option of approving the project with revised architecture elevations noted in Exhibit "N" – Revised Building Elevations, which adheres to the maximum height limitation of 35 feet allowed in the A-1-Zone.

Attachments:

- CC Resolution 2016-47 (for denial of Variance without prejudice)
- CC Resolution 2016-48 (for denial of CUP without prejudice)
- CC Resolution 2016-49 (for approval of Variance)
- CC Resolution 2016-50 (for approval of CUP)
- Exhibit "A" – Location Map
- Exhibit "B" – APN Map
- Exhibit "C" – Aerial and Site Photos
- Exhibit "D" – Site Plan
- Exhibit "E" – Floor Plans
- Exhibit "F" – Letter dated July 4, 2016
- Exhibit "G" – Building Elevations
- Exhibit "H" – Material Board
- Exhibit "I" – Preliminary Grading Plan
- Exhibit "J" – Site Line Sections
- Exhibit "K" – Letters
- Exhibit "L" – Photo Simulations
- Exhibit "M" – Planning Commission Minutes dated April 13, 2016
- Exhibit "N" – Revised Building Elevations

RESOLUTION NO. 2016-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA DENYING WITHOUT PREJUDICE A VARIANCE FROM NORCO MUNICIPAL CODE SECTION 18.13.18 (PERMITTED HEIGHTS) MAXIMUM BUILDING HEIGHT OF 35 FEET, TO ALLOW A BUILDING HEIGHT OF 46 FEET, ON A VACANT PARCEL IDENTIFIED WITH THE ASSESSOR PARCEL NUMBER OF 130-240-031 AND WITHIN THE A-1-20 (AGRICULTURAL LOW DENSITY) ZONE. VARIANCE 2014-05

WHEREAS, SWAMINARAYAN GURUKU-USA submitted an application to the City of Norco, California, for a variance under provisions of Title 18 of the Norco Municipal Code, on property generally described as:

Parcel 1 of Parcel Map No. 19968, in the City of Norco, County of Riverside, State of California, as per map recorded in Book 155, Pages (s) 42 through 45, inclusive of Parcel Maps, in the office of the County Recorder of said County,

More generally described as an irregular-shaped area of about 4.01 acres, having a frontage on the west side of Norconian Drive of about 442 feet, a maximum depth of about 611 feet, and being further identified with the Assessor's Parcel Numbers 130-240-031); and

WHEREAS, at the time set, at 7 p.m. on April 13, 2016 within the Council Chambers at 2820 Clark Avenue, Norco, California, 92860, said petition was heard by the Planning Commission for the City of Norco; and

WHEREAS, at said time and place, said Planning Commission heard and considered both oral and written evidence pertaining to said application; and

WHEREAS, said Planning Commission denied Variance 2014-05; and

WHEREAS, said denial was appealed to the City Council of the City of Norco and was scheduled for a public hearing before the City Council on July 6, 2016; and

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

WHEREAS, at the time set; at 7 p.m. on July 6, 2016 within the Council Chambers at 2820 Clark Avenue, Norco, California, 92860, said appeal was heard by the City Council for the City of Norco; and

WHEREAS, at said time and place set, said City Council considered both oral and written evidence pertaining to said application; and

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

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

- A. The property does not have special characteristics that do not generally apply to other properties in the area.
- B. The variance is not necessary to avoid practical difficulty and undue hardship.
- C. The granting of the variance would result in prejudice to the other properties in the vicinity and would give a special privilege to the subject property.
- D. The granting of the variance would be contrary to the City's General Plan.

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

SECTION 1: the City Council of the City of Norco, California, in session assembled July 6, 2016 has determined that the aforesaid application for a variance is denied without prejudice.

SECTION 2: EFFECTIVE DATE. This resolution shall become effective upon adoption for denial without prejudice of the project by the City Council of the City of Norco.

Resolution No. 2016-47
Page 3
July 6, 2016

PASSED AND ADOPTED by the City Council at a regular meeting held on July 6, 2016.

Kevin Bash, Mayor
City of Norco, California

ATTEST:

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

I, CHERYL L. LINK, City Clerk of the City of Norco, California, do hereby certify that the foregoing Resolution was adopted by the City Council of the City of Norco, California, at a regular meeting thereof held on July 6, 2016 by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California, on July 6, 2016.

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

RESOLUTION NO. 2016-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO DENYING WITHOUT PREJUDICE A CONDITIONAL USE PERMIT TO ALLOW THE DEVELOPMENT OF A TEMPLE AND CULTURAL CENTER ON A VACANT PARCEL (ASSESSOR'S PARCEL NUMBER 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. CONDITIONAL USE PERMIT 2014-10

WHEREAS, SWAMINARAYAN GURUKU-USA submitted an application for a conditional use permit to the City of Norco, California, under the provisions of Chapter 18.45, Title 18 of the Norco Municipal Code, on property generally described as:

Parcel 1 of Parcel Map No. 19968, in the City of Norco, County of Riverside, State of California, as per map recorded in Book 155, Pages (s) 42 through 45, inclusive of Parcel Maps, in the office of the County Recorder of said County,

More generally described as an irregular-shaped area of about 4.01 acres, having a frontage on the west side of Norconian Drive of about 442 feet, a maximum depth of about 611 feet, and being further identified with the Assessor's Parcel Numbers 130-240-031); and

WHEREAS, at the time set, at 7 p.m. on April 13, 2016 within the Council Chambers at 2820 Clark Avenue, Norco, California, 92860, said petition was heard by the Planning Commission for the City of Norco; and

WHEREAS, at said time and place, said Planning Commission heard and considered both oral and written evidence pertaining to said application; and

WHEREAS, said Planning Commission denied Conditional Use Permit 2014-10; and

WHEREAS, said denial was appealed to the City Council of the City of Norco and was scheduled for a public hearing before the City Council on July 6, 2016; and

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

WHEREAS, at the time set; at 7 p.m. on July 6, 2016 within the Council Chambers at 2820 Clark Avenue, Norco, California, 92860, said appeal was heard by the City Council for the City of Norco; and

WHEREAS, at said time and place set, said City Council considered both oral and written evidence pertaining to said application; and

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

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

- A. The requested Conditional Use Permit will adversely affect the general welfare of persons residing or working in the neighborhood thereof.
- B. The requested use will adversely affect the adjoining land uses.
- C. The size and shape of the site proposed for the use is not adequate to allow the full development of the proposed use in a manner not detrimental to the particular area.

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

SECTION 1: the City Council of the City of Norco, California, in session assembled July 6, 2016 has determined that the aforesaid application for a conditional use permit is denied without prejudice.

SECTION 2: EFFECTIVE DATE. This resolution shall become effective upon adoption for denial without prejudice of the project by the City Council of the City of Norco.

Resolution No. 2016-48(for denial)

Page 3

July 6, 2016

PASSED AND ADOPTED by the City Council at a regular meeting held on July 6, 2016.

Kevin Bash, Mayor
City of Norco, California

ATTEST:

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

I, CHERYL L. LINK, City Clerk of the City of Norco, California, do hereby certify that the foregoing Resolution was adopted by the City Council of the City of Norco, California, at a regular meeting thereof held on July 6, 2016 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California, on July 6, 2016.

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

RESOLUTION NO. 2016-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA GRANTING WITH CONDITIONS A VARIANCE FROM NORCO MUNICIPAL CODE SECTION 18.13.18 (PERMITTED HEIGHTS) MAXIMUM BUILDING HEIGHT OF 35 FEET, TO ALLOW A BUILDING HEIGHT OF 46 FEET, ON A VACANT PARCEL IDENTIFIED WITH THE ASSESSOR PARCEL NUMBER OF 130-240-031 AND WITHIN THE A-1-20 (AGRICULTURAL LOW DENSITY) ZONE. VARIANCE 2014-05

WHEREAS, SWAMINARAYAN GURUKU-USA submitted an application to the City of Norco, California, for a variance under provisions of Title 18 of the Norco Municipal Code, on property generally described as:

Parcel 1 of Parcel Map No. 19968, in the City of Norco, County of Riverside, State of California, as per map recorded in Book 155, Pages (s) 42 through 45, inclusive of Parcel Maps, in the office of the County Recorder of said County,

More generally described as an irregular-shaped area of about 4.01 acres, having a frontage on the west side of Norconian Drive of about 442 feet, a maximum depth of about 611 feet, and being further identified with the Assessor's Parcel Numbers 130-240-031); and

WHEREAS, said application for a variance was submitted to the City of Norco Planning Commission for decision and scheduled for a public hearing on or about 7 p.m. on April 13, 2016 in the City Council Chambers, 2820 Clark Avenue, Norco, California, 92860; and

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

WHEREAS, at said time and place, said Planning Commission heard and considered both oral and written evidence; and

WHEREAS, on April 13 2016, the Planning Commission denied said variance; and

WHEREAS, said denial was appealed to the City Council of the City of Norco and scheduled for a public hearing before the City Council on July 6, 2016; and

WHEREAS, notice of a public hearing on said appeal has been given in the manner and for times required by law; and

WHEREAS, at the time set, at 7 p.m. on July 6, 2016 within the Council Chambers at 2820 Clark Avenue, Norco, California, 92860, said appeal was heard by the City Council for the City of Norco; and

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

WHEREAS, the proposed variance on file with the Planning Division is consistent with the City's General Plan; and

WHEREAS, the City of Norco, acting as the Lead Agency, has determined that the proposed project is categorically exempt from environmental assessment; and

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

A. The property has special characteristics that do not generally apply to other properties in the area. The unique topography and setting of the site creates a situation where the requested height can be accommodated in a manner that not is obtrusive to the area. Approval of the variance will allow the inclusion of architecture elements that are unique to the culture of the proposed project.

B. The variance is necessary to avoid practical difficulty and undue hardship for without the variance, the project cannot be constructed on the site as proposed.

C. The granting of the variance would not result in prejudice to the other properties in the vicinity and would not give a special privilege to the subject property. All property owners within the A-1-20 Zone have the right to apply and have a variance approved if conditions warrant the approval. Furthermore, granting of the variance will not be detrimental to the public health, safety or welfare, as the applicant will be required to obtain building permits for all construction improvements.

D. The granting of the variance would not be contrary to the City's General Plan, as the general plan designation for the subject property is "Residential Agricultural" and the zoning designation of A-1-20 of the property is consistent with the General Plan that allows churches/temples with the approval of a conditional use permit.

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

SECTION 1: the City Council of the City of Norco, California, in session assembled on July 6, 2016 has determined that the aforesaid application for a variance is granted subject to the following conditions:

1. Approval is based on Exhibit "D" – Site Plan, Exhibit "E" – Floor Plans, Exhibit "G" – Building Elevations dated December 21, 2015, and Exhibit "I" Preliminary Grading Plan dated December 28, 2015 incorporated herein by reference, and on file with the Planning Division. Development shall remain as shown unless otherwise noted in these conditions.
2. The recorded owner of the property shall submit to the Planning Division, for record purposes, written evidence of agreement with all conditions of this approval before said permit becomes effective.
3. The project shall be in compliance with the City of Norco Municipal Codes, Ordinances, and Resolutions. Noncompliance with any provisions of the Norco Municipal Code not specifically waived in compliance with City procedures shall constitute cause for revocation and/or termination of the approvals granted under authority of permit.
4. The applicant shall comply with all the requirements of the Planning, Engineering, Building Divisions, and the Fire and Sheriff's Departments and all other applicable departments and agencies.
5. This is not an approval to begin work. No work shall be commenced until proper permits have been issued by the Building and Engineering Divisions and all other applicable departments.
6. The variance granted allows a maximum building/dome height of 46 feet.
7. This variance is valid only with the approval of Conditional Use Permit 2014-10 and shall be subject to compliance with all the conditions of approval in the resolution approving Conditional Use Permit 2014-10

SECTION 2: EFFECTIVE DATE. This resolution shall become effective upon approval by the City Council of the City of Norco.

APPROVED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on July 6, 2016.

Kevin Bash, Mayor
City of Norco, California

ATTEST:

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

I, CHERYL L. LINK, City Clerk of the City of Norco, California, do hereby certify that the foregoing Resolution was adopted by the City Council of the City of Norco, California, at a regular meeting thereof held on July 6, 2016 by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California on July 6, 2016.

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

RESOLUTION NO. 2016-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO GRANTING WITH CONDITIONS A CONDITIONAL USE PERMIT TO ALLOW THE DEVELOPMENT OF A TEMPLE AND CULTURAL CENTER ON A VACANT PARCEL (ASSESSOR'S PARCEL NUMBER 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. CONDITIONAL USE PERMIT 2014-10

WHEREAS, SWAMINARAYAN GURUKU-USA submitted an application for a conditional use permit to the City of Norco, California, under the provisions of Chapter 18.45, Title 18 of the Norco Municipal Code, to allow the development of a church campus on property generally described as:

Parcel 1 of Parcel Map No. 19968, in the City of Norco, County of Riverside, State of California, as per map recorded in Book 155, Pages (s) 42 through 45, inclusive of Parcel Maps, in the office of the County Recorder of said County,

More generally described as an irregular-shaped area of about 4.01 acres, having a frontage on the west side of Norconian Drive of about 442 feet, a maximum depth of about 611 feet, and being further identified with the Assessor's Parcel Numbers 130-240-031); and

WHEREAS, said application for a conditional use permit was submitted to the City of Norco Planning Commission for decision and scheduled for a public hearing on or about 7 p.m. on April 13, 2016 in the City Council Chambers, 2820 Clark Avenue, Norco, California, 92860; and

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

WHEREAS, at said time and place, said Planning Commission heard and considered both oral and written evidence; and

WHEREAS, on April 13 2016, the Planning Commission denied said conditional use permit; and

WHEREAS, said denial was appealed to the City Council of the City of Norco and scheduled for a public hearing before the City Council on July 6, 2016 ; and

WHEREAS, notice of a public hearing on said appeal has been given in the manner and for times required by law; and

WHEREAS, at the time set, at 7 p.m. on July 6, 2016 within the Council Chambers at 2820 Clark Avenue, Norco, California, 92860, said appeal was heard by the City Council for the City of Norco; and

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

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

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

A. The requested Conditional Use Permit will not adversely affect the General Plan or the public convenience or general welfare of persons residing or working in the neighborhood thereof, by reason that the Norco General Plan designated the site as Residential Agricultural, and the A-1-20 zoning designation of the site is consistent with the General Plan Designation. The proposed land use is a conditionally permitted use in this zone and subject to conditions. The use can be operated in a manner so as to be consistent with surrounding uses and future development, and will therefore not have any significant negative effects.

B. The requested use will not adversely affect the adjoining land uses, and the growth and development of the area in which it is located by reason that the adjoining properties are all zoned A-1-20, but the majority of adjoining properties are developed with similar uses. The proposed use, when operated in compliance with the conditions of approval, will be complementary and compatible with surrounding properties and therefore will not have an adverse effect on adjoining properties.

C. The size and shape of the site proposed for the use is adequate to allow the full development of the proposed use in a manner not detrimental to the particular area as the proposed development meets all applicable development standards, and approval of a variance is being processed concurrently for a building height above 35 feet (Variance 2014-05).

D. The traffic generated by the proposed use will not impose an undue burden upon the streets and highways in the area, based on compliance with conditions of approval.

E. The City has determined that the project is categorically exempt from environmental assessment per CEQA and the provisions of the Norco Environmental Guidelines pursuant to Section 3.13, Class 32 (Infill Development Projects).

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

SECTION 1: the City Council of the City of Norco, California, in session assembled on July 6, 2016 has determined that the aforesaid application for a conditional use permit is granted, subject to the conditions provided in Section 18.45.14 of the Municipal Code of Norco, including, but not limited to the following conditions:

1. Approval is based on Exhibit "D" – Site Plan, Exhibit "E" – Floor Plans, Exhibit "G" – Building Elevations dated December 21, 2015, and Exhibit "I" Preliminary Grading Plan dated December 28, 2015, and incorporated herein by reference and on file with the Planning Department. Development shall occur as shown unless otherwise noted in these conditions.
2. The recorded owner of the property shall submit to the Planning Department, for record purposes, written evidence of agreement with all conditions of this approval before said permit shall become effective.
3. The project shall be in compliance with all City of Norco Municipal Codes, Ordinances and Resolutions. Non-compliance with any provisions of the Norco Municipal Code not specifically waived or conditioned by the Planning Commission in compliance with City procedures shall constitute cause for revocation and/or termination of the approvals granted under authority of permit.
4. In the event conditions for approval by the Planning Commission or City Council (as the case may be) require the revision of plans as submitted, the applicant shall submit four copies of the approved plan (revised to incorporate conditions for approval) to the Planning Department for record purposes for approval of any grading and/or building permits.
5. The subject property shall be developed in accordance with approved plans and specifications on file with the City of Norco Planning Division.
6. The developer shall pay all applicable City of Norco development fees prior to issuance of any permits.

7. Said approval shall become null and void unless building permits for all construction authorized by this approval have been issued within two years after the granting of such approval and pursued diligently to completion. Provided, however, that the Planning Director may extend approvals for up to six months, and provided that after consulting with the City Engineer and Fire Chief, he finds that there would be no new requirements due to changes in the Code and the plan as approved meets all present development standards.
8. This is not an approval to begin work. No work shall be commenced until the City of Norco has issued building permits and all other appropriate permits.
9. No occupancy of any building and/or structure shall be permitted which is not in compliance with approved plans and excepting upon specific review and approval of any "as built" modifications by the Planning Director as appropriate. Provided further, that no expansion of use beyond the scope and nature described in this application which would tend to increase the projected scale of operations shall be permitted except upon application for, and approval of, modification of this application in compliance with all procedures and requirements thereto.
10. Building elevations, building colors and materials shall be as approved by the Planning Commission. Changes on the building architecture as directed by the Planning Commission shall be approved by the Architectural Review Subcommittee (ARC) for final review by the Planning Commission. Minor deviations from the approved colors and materials approved shall be subject to the approval of the Planning Director or designee prior to their application. Material boards and colored renderings shall be presented to the Planning Division as part of the permanent file.
11. No sign is authorized by approval of this site plan. Plans for any sign(s) proposed to be placed upon this site shall first be submitted to the Planning Division for approval of a sign permit, and to the Building Division for issuance of a building permit.
12. Approval shall be granted by the Planning Division of all walls and fences, landscaping plans (precise schedule), and exterior lighting prior to issuance of building permits.
13. All landscaped areas shall be provided with a water-conserving automatic irrigation system. A detailed landscaping and underground irrigation plan which utilizes drought-resistant plants shall be submitted to the Planning Division and Planning Commission for approval. Such plans shall indicate plant and tree types and sizes, and the location and dimensions of all landscaped areas and irrigation

lines. Trees shall be installed as a minimum 15-gallon container or 24-inch planter box. Shrubs shall be installed as a minimum 5-gallon container. Inside dimensions of any designated landscape planters adjacent to parking/maneuvering areas which allow vehicle approaches to overhang into said planter areas shall not be credited towards meeting the minimum landscaped area requirements. The landscape plan shall also be submitted for review and approval by the Planning Division and may require Planning Commission review.

14. All landscaped areas shall be maintained in a healthy and thriving condition free from weeds, trash and debris as a condition of this approval. The property owner is responsible for maintenance of on-site and off-site landscaping.
15. A detailed on-site photometric lighting plan shall be submitted for review and approval by the Planning Division and may require Planning Commission review, prior to issuance of building permits. Such plan shall indicate style, illumination, location, height and method of shielding, so as not to adversely affect adjacent properties or streets. On-site lighting shall be directed inward to the project and sheltered from view, as much as possible, from the adjacent property.
16. Freestanding lighting fixtures shall be no more than 15 feet in height.
17. All ground-mounted utility appurtenances such as transformers shall be located out of public view of the main building area and adequately screened through the use or combination of concrete masonry walls, berms, and landscaping to the satisfaction of the Planning Department.
18. Any mechanical equipment such as: air conditioning, heating or cooling equipment, etc. and/or appurtenant ducts, vents, pipes or cable which are proposed to be mounted either on top of, or outside of, any building or structure shall be subject to review and approval by the Planning Director prior to the issuance of building permits. Plans showing the nature, extent, and location of all such appendages and method of architectural integration, visual, and acoustical treatment of the same shall be submitted to the Planning Department for review and approval prior to issuance of building permits.
19. Trash enclosures shall be designed to meet City standards in the location as indicated on the site plan and/or in a location approved by Waste Management. The trash enclosure shall be placed on a concrete pad and screened on three sides with a six-foot high solid masonry wall in conformance with City standards, and shall be equipped with a six-foot high sight-obscuring gate and "man" entrance, subject to approval of the Planning Department. The trash enclosure

- shall be a minimum size for two bins, one bin for trash and the other bin for recycling.
20. The developer and subsequent owners shall participate in recycling programs that are in compliance with State requirements and the City's recycling program, and shall place recycling facilities as approved by the City and the City's waste hauler.
 21. Standard parking spaces shall be provided as required by the Norco Municipal Code. The number of parking spaces designated for disabled persons shall be provided per Code requirements. Parking shall remain clear and accessible to the public during normal business hours.
 22. All parking stalls shall be 9'x20' in size with a maximum two-foot overhang into the designated landscape planters where applicable.
 23. There shall be no sound amplification system provided which projects sound outside the confines of the building except as may be specifically approved by the Planning Director upon application for such system. In the event of approval of any such system, technical details of system (i.e., loud speaker, paging, etc.) shall be subject to review and approval by the Planning Division prior to installation. Provided further, that sound levels shall be controlled as to not exceed 55 PndBA (CNEL) at property line, and shall be so certified by a registered acoustical engineer.
 24. Any stop work order caused by a failure to make application for building permits may be cause for revocation proceeding to begin.
 25. The proposed project lies within the Western Riverside Council of Governments (WRCOG) area-wide Multi-Species Habitat Conservation Plan (MSHCP). The City has adopted the MSHCP program and if applicable, this project shall be subject to the payment of these fees prior to the issuance of building permits.
 26. A bond or surety device shall be posted and an agreement executed to the satisfaction of the City Engineer and City Attorney, guaranteeing completion of all public improvements and grading work. NOTE: Upon acceptance by the City Council of the public improvements and installation of any necessary erosion control devices, the City will release the Labor and Materials bond within 180 days, and reduce the Faithful Performance Bond to 10 percent of the original amount and release it after a period of one year if no liens have been filed and the work remains in satisfactory condition.

27. Trash enclosures proposed for this site, near buildings where food uses are anticipated, shall be protected from surface run-off by a six-inch concrete curb or masonry wall and shall drain inward to a sewer inlet to the satisfaction of the Building Division. Access to enclosures from entry drives will not be permitted.
28. No construction activity work shall be permitted after 6 p.m. or before 7 a.m. or on Saturdays, Sundays or holidays without prior written approval from the City Engineer.
29. The applicant shall submit a current title report (no more than 30 days old) for the project site showing all existing property ownership, easements and rights of title.
30. Driveway approaches shall be constructed in accordance with City standards as approved by the City Engineer.
31. All on-site drive aisles and parking areas shall be constructed in accordance with City Standards as approved by the City Engineer.
32. A City of Norco Encroachment Permit shall be obtained for **ALL** work in the public right-of-way prior to the start of work. All work shall be done in accordance with City Standards, Riverside County Road Department Standards, and/or as otherwise specified to the satisfaction of the City Engineer and completed prior to certificate of occupancy.
33. This development shall be served by underground utilities. All sewer, water and storm drain utility locations shall be incorporated into the public improvements plans and shall be prepared on 24"x36" mylar, by a registered civil engineer, for approval by the City Engineer. A plan check fee of 4.5% of the estimated public improvement costs shall be paid prior to plan approval.
34. The applicant shall obtain written authorization granting permission for any work to be completed on property in which he is not the sole owner. A copy of this written authorization shall be submitted to the City Engineer's office prior to start of work.
35. The proposed project lies within an area subject to an area-wide Transportation Uniform Mitigation Fee (TUMF). The City has adopted the TUMF program and if applicable, this project shall be subject to the payment of these fees prior to the issuance of building permits unless exempted by ordinance.
36. The applicant shall submit a preliminary soils report, prepared by a California-licensed soils engineer, prior to issuance of grading permit.

37. An on-site precise grading, paving and drainage plan shall be prepared for this project by a registered civil engineer for approval by the City Engineer. Plans shall be on 24"x36" mylar sheets with mass grading and drainage shown at a maximum scale of 1" = 40'. Precise grading information, such as house plots, drainage swales and hardscape may be included if the plan is prepared at 1"= 30' or larger. The applicant's engineer shall submit a rough grade certification stipulating completion of all grading operations in conformance with the approved plan prior to the issuance of building permits.
38. The grading plan will show all proposed flow patterns, elevations, hardscape improvements, project phasing and implementation prior to issuance of a grading permit.
39. Prior to issuance of a grading permit, a complete hydrology and hydraulic study shall be prepared by a registered civil engineer for approval by the City Engineer. Those recommendations of the report, as approved by the City Engineer, shall be incorporated into the public improvement plans and site development plans prior to their approval.
40. The applicant shall participate in the Master Drainage Plan improvement facility identified for the project site and shall be responsible for its construction and shall dedicate those drainage easements to the City as are determined necessary to the City Engineer.
41. Prior to the issuance of a grading permit, the applicant's engineer shall prepare and submit a Storm Water Pollution Prevention Plan (SWPPP) covering all construction. Maintenance of the necessary erosion control devices shall be the responsibility of the applicant. Any emergency repair to these devices performed by City forces shall be billed to the applicant and paid for prior to the release of certificate of occupancy.
42. The project engineer shall include an erosion control plan as part of the precise grading plan, providing for installation of approved erosion control devices (sandbags, desilting basins, etc.) during all phases of construction.
43. All slopes shall be a maximum of 2:1, unless a slope stability analysis prepared by a registered soils engineer is submitted recommending steeper slope gradients. Review and approval of this analysis shall be at the sole discretion of the City Engineer and in no case shall slopes steeper than 1.5:1 be permitted. Slopes greater than 5 feet in height and slopes adjacent to street right-of-way shall be planted and irrigated with an approved plant material. Review and approval of

corresponding landscaping/irrigation plans shall be performed by the Planning Department.

44. A registered civil engineer or landscape architect shall prepare street tree planting, parkway landscaping and irrigation plans on standard size sheets for approval by the City Engineer and Director of Community Development. Plans shall be submitted at the time of initial submission of all improvement plans. All street tree installations shall conform to the Street Tree Master Plan as approved by the Parks and Recreation Commission and City Council.
45. Off-site landscaping must be included on the on-site landscaping plans, which shall be submitted for review and approval by the Planning and Engineering Divisions.
46. Street improvements are required with this project to the required City width and standards. A registered civil engineer shall prepare street improvement plans on 24" x 36" mylar for approval by the City Engineer. Striping and signing shall be included as part of these plans, when required. Striping and legends shall be thermoplastic paint. A plan check deposit may be required prior to plan checking and standard fees shall be paid prior to plan approval.
47. The applicant shall dedicate all vehicular access rights on Norconian Drive, except across driveway openings as indicated on the approved site plan prior to issuance of a building permit.
48. The project shall be connected to the City's sewer system; and the applicant shall pay all associated connection fees to the City of Norco, prior to building permit issuance. Grease interceptors shall be required for all food service uses.
49. The project shall be connected to the City's water system; and the applicant shall pay all associated connection fees to the City of Norco, prior to building permit issuance.
50. Separate water meters shall be required for the buildings and irrigation, and are required to be installed prior to issuance of a certificate of occupancy.
51. Irrigation lines require reduced pressure backflow preventors to be installed to City standards.
52. A preliminary Water Quality Management Plan (WQMP) shall be submitted prior to site grading plan submittal. A Final WQMP shall be submitted and approved by the City Engineer. Prior to issuance of a grading permit, the property owner shall

record a Covenant and Agreement, or other approved instrument, with the County-Clerk Recorder to inform future property owners of the requirement to implement the approved WQMP.

53. The applicant shall be required to process a Storm Water Pollution Prevention Plan (SWPPP) through the State of California Regional Water Quality Control Board for conformance with the requirements of the National Pollution Discharge and Elimination System (NPDES) and submit proof that a Notice of Intent (NOI) has been filed with the appropriate state agency. No work completed must cause a violation of the City-wide NPDES Permit.
54. The project shall comply with Americans with Disabilities Act (ADA) requirements.
55. The applicant shall meet with the Norco Fire Department to determine locations of fire hydrants, red curbing and signage by fire hydrants, Fire Department connections, and designated fire lanes on-site.
56. Fire lanes, turn-around/access and yard hydrants shall be in accordance with the latest edition of the California Fire Code. See the Norco Fire Department Standards for fire lane, fire access, and fire hydrant guidelines.
57. All gates shall be installed in compliance with the latest edition of the California Code, Section 902 and approval of the Norco Fire Department is required.
58. The Norco Fire Department will require a Knox Box to be installed.
59. Fire Department roof access ladders are required when buildings have a parapet which is four feet or greater. See the Norco Fire Department for "Roof Access" requirements.
60. The developer/general contractor is responsible for reasonable continuous cleanup of the development during construction to avoid hazardous accumulations of combustible trash and debris both on- and off-site. Open fires are not permitted as they pose a hazardous situation; consequently, the developer/general contractor would be cited for this.
61. Complete architectural and structural building plans, including all specifications, shall be submitted to the Norco Fire Department for review prior to the issuance of any building permits. These plans and specifications shall include, but not be limited to, construction type, exits, fire protection equipment, building protection, and interior finish. The developer is responsible for, and shall apply for and

receive, all Fire Department permits, paying all necessary fees prior to beginning construction.

62. Portable fire extinguishers shall be installed in accordance with Norco Fire Department standards prior to occupancy. The developer should contact the Norco Fire Department to determine the exact number, type, and placement required. Where exterior-mounted extinguishers are provided, it is suggested that installation be in recessed cabinets for aesthetics and to reduce theft or vandalism.
63. A fully supervised automatic fire sprinkler system is required for buildings of 2,500 square feet or greater. Supervision must include monitoring to a listed and U.L. Certified Central Station. Said system design to include provisions for future tenant improvement, if applicable. Plans must be submitted to the Building Department. (Information sheet available from the Norco Fire Department).
64. All fire suppression systems require a separate submittal and permit for proposed work prior to installation. See Norco Fire Department standards for "Fire Sprinkler Standard" and "Fire Alarm/Monitored Standard". Fire flow information shall be submitted and acquired prior to system design.
65. All roof coverings shall be of fire-resistive materials only (Class A or Class B according to the Uniform Building Code). The Building Department shall approve materials.
66. The following is a list of possible plan reviews necessary for completion of this project. Some of these are "shop drawings" and specifications done by sub-contractors. Plan review fees and permit fees may apply - check with the Fire Department for confirmation.
 - Building Architectural Plans
 - On-Site Water & Fire Hydrant Utility Plans
 - Detailed Site Plan with Islands and Drive Aisles
 - Fire Sprinkler
 - Fire Alarm/Sprinkler Monitoring
 - Fire Lanes
 - Flammable Liquid/Hazardous Materials
67. Approved address numbers shall be in accordance to Norco Fire Department Standards for Single-Family Dwellings, Multi-family Dwellings and Industrial/Commercial buildings.

68. Owner must file an emergency notification form with the Sheriff's Department prior to obtaining certificate of occupancy.
69. Roof top addressing (for Sheriff's helicopter) shall be applied in a contrasting color with a minimum 1' x 4' to the main building, provided they are applied on flat roofs that are hidden by parapet walls and not visible from the street.
70. The applicant shall provide surveillance of the parking lots to deter vehicle burglaries.
71. No trespassing/loitering signage shall be provided in the parking lot.
72. Security alarm systems shall be installed in the building.
73. It is hereby established that it shall be grounds for revocation of this conditional use permit if the permittee, his agent or assigns, or employee(s) of his establishment, or any other person connected or associated with the permittee or his business establishment, or any person who is exercising managerial authority of the business establishment has:
 - A. Violated any rule, regulation or condition of approval adopted by the Planning Commission relating to the conditional use permit; or
 - B. Conducted the operation permitted hereunder in a manner contrary to the peace, health, safety and general welfare of the public or in a manner which either generates or contributes to noise and/or health/sanitation nuisances, or which results in creating an increased demand for public services
74. The owner/operator of the business, regardless of any changes in ownership, shall provide a self-audit of compliance with the conditions of approval to the Planning Commission on a form or in a manner determined by the Planning Division, and inclusive of the payment of any fees as may be set by the City Council. Said report shall demonstrate that the project is in compliance with all the conditions of approval and shall be submitted for review no later than six months from the approval date of said project, and then by December 31 of every year from date of approval thereafter. The owner/operator shall be responsible for all staff and attorney fees that may be incurred in the enforcement of the terms of the conditions of approval, whether they are annual inspections or compliance hearings.

75. The applicant shall meet all standards, requirements and conditions of the Planning, Engineering/Public Works, Building and Safety Divisions, the Fire Department, and all other applicable departments and agencies.

SECTION 2: EFFECTIVE DATE. This resolution shall become effective upon approval by the City Council of the City of Norco.

APPROVED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on July 6, 2016.

Kevin Bash, Mayor
City of Norco, California

ATTEST:

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

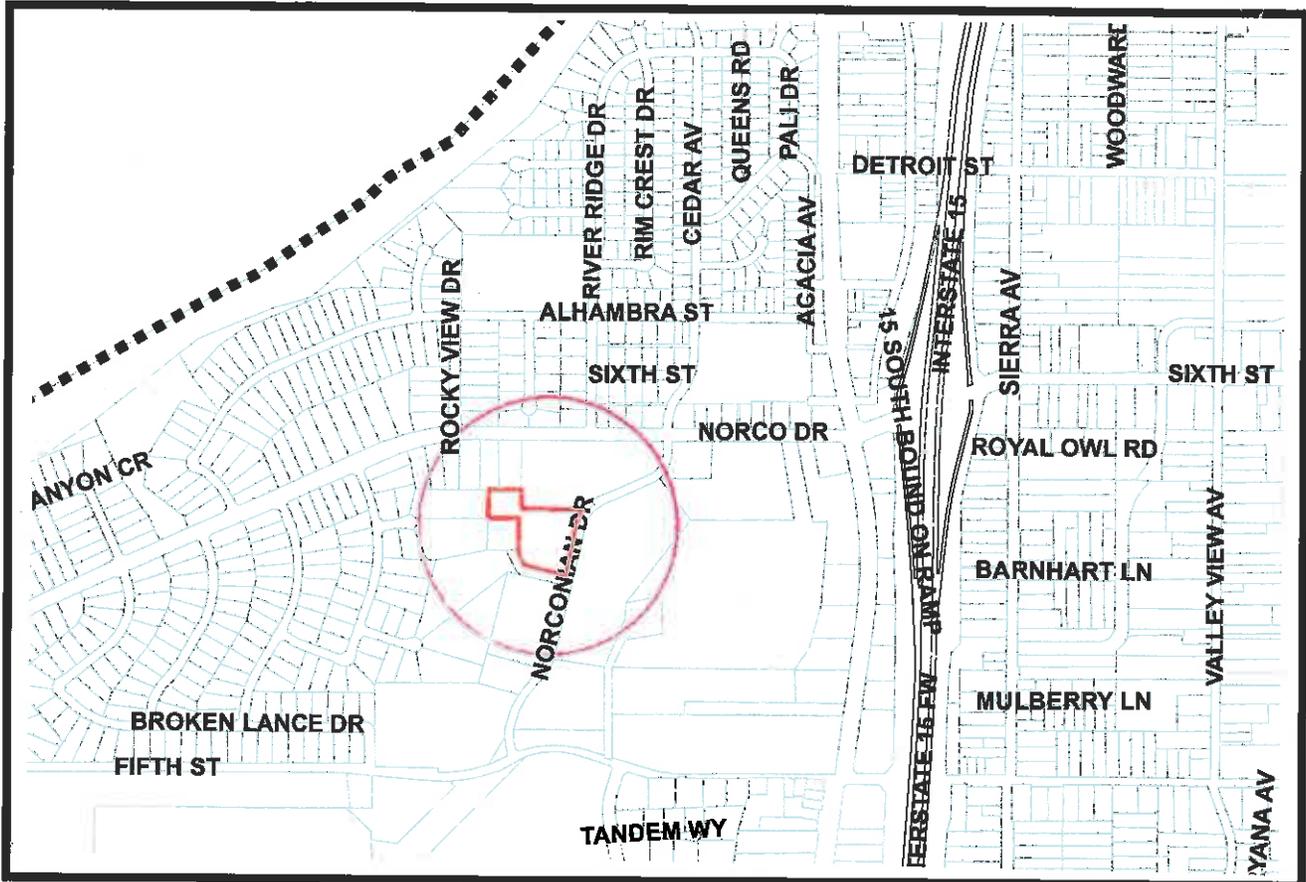
I, CHERYL L. LINK, City Clerk of the City of Norco, California, do hereby certify that the foregoing Resolution was adopted by the City Council of the City of Norco, California, at a regular meeting thereof held on July 6, 2016 by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California on July 6, 2016.

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

LOCATION MAP



Not to Scale



PROJECT: Conditional Use Permit 2014-10
APPLICANT: Swaminarayan Gurukul – USA
LOCATION: Vacant parcel located on the west side of Norconian Drive, between Norco Drive and Fifth Street (Assessor's Parcel Number 130-240-031)

Exhibit "A"



EXHIBIT "C"
1 OF 4

PHOTOS



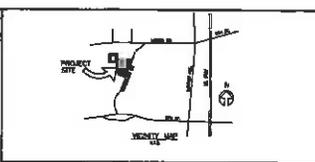
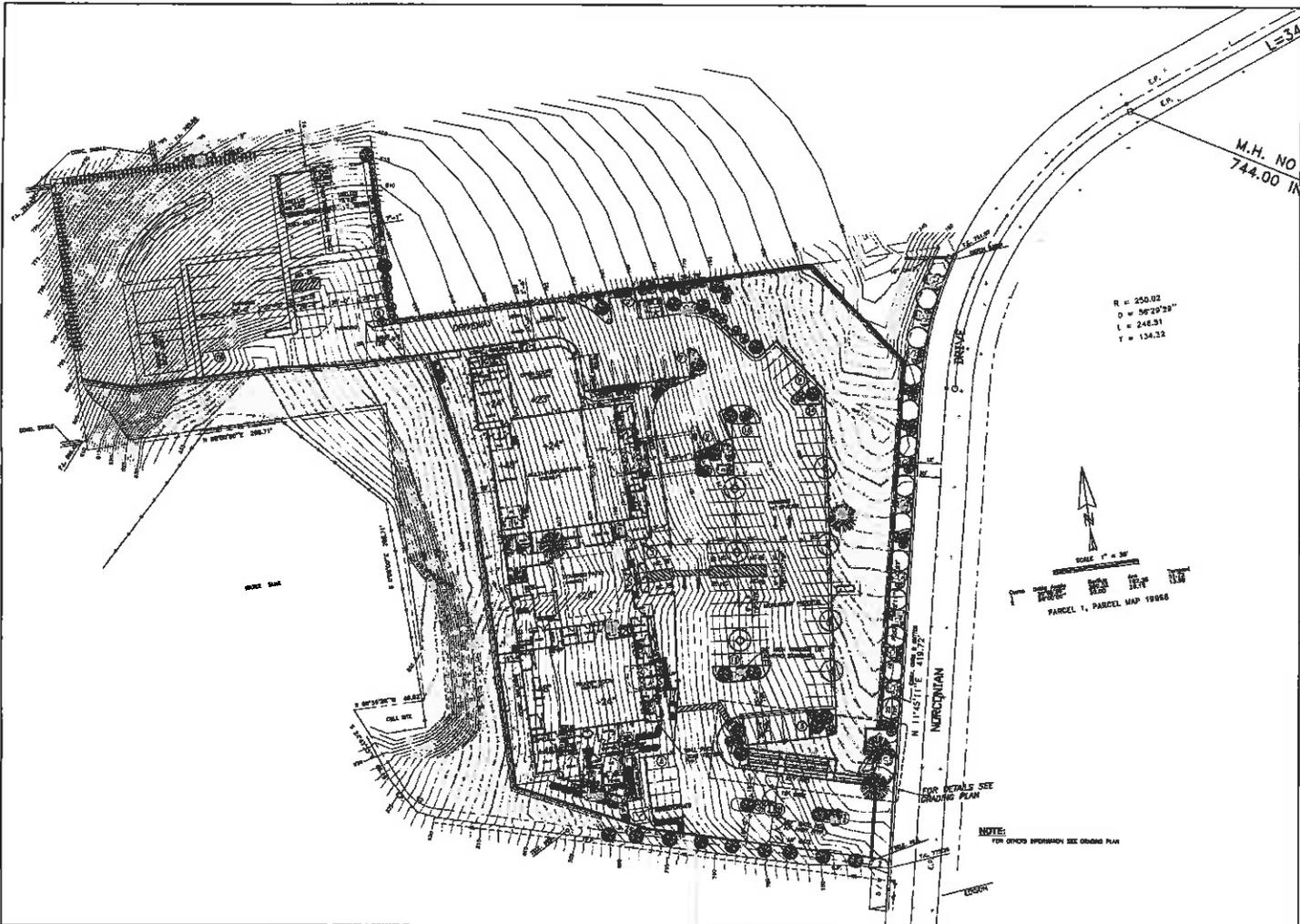
EXHIBIT "C"
2 OF 4



EXHIBIT C
3 OF 4



EXHIBIT "C"
4 OF 4



PARKING ANALYSIS

TOTAL REQUIRED 100 SPACES
 TOTAL PROVIDED 107 SPACES
 UNDEVELOPED 107 SPACES
 100% EXCESS

LOADING SPACE 1
 STAIRWAYS 1
 TOTAL 2

LOADING SPACES 8'-0" X 30'-0" (REQUIRED)
 PARKING SPACES 8'-0" X 30'-0" (UNDEVELOPED)
 LOADING SPACES 15'-0" X 30'-0"

AREA ANALYSIS

LOT AREA 17943.29 SQ.FT. = 4.08 ACRES

BUILDING AREA

FIRST FLOOR 4970 SQ.FT.
 SECOND FLOOR 4218 SQ.FT.
 TOTAL BUILDING AREA 9188 SQ.FT.

LOT COVERAGE

BUILDING COVERAGE (FOOT PRINT OF ALL) 51.2%
 DRIVE DRIVEWAY 22.1%
 DRIVE 1.3%
 DRIVEWAY/PAVING 1.3%
 CONCERN AREA 1.3%
 DRIVEWAY & PAVING AREA 1.3%
 FIVE LANDSCAPING 1.3%
 UNDEVELOPED AREA 1.3%

CODES: ALL WORK SHALL CONFORM TO THE 2013 CALIFORNIA BUILDING CODE, 2013 CALIFORNIA PLUMBING CODE, 2013 CALIFORNIA MECHANICAL CODE AND 2013 CALIFORNIA ELECTRICAL CODE AND 2008 CALIFORNIA ENERGY CODE.

PROJECT: HINDU SPIRITUAL AND CULTURAL ACTIVITY, EXHIBIT AND WEDDING CELEBRATIONS

OWNER: "SRI RAMANATHAN SWAMY, USA CULTURAL CENTER" 3038 MERCEDMAN DRIVE NORCO, CA 95801

ARCHITECT: SYED RAZA ASSOCIATES 12801 CORNELIUS AVE SHERMAN, NY 10150

LEGAL DEF: 4.18 ACRES NET IN PART 1 PM (RECORD TO 1996)

PARCEL #: 130-240-001

OCCUPANCY: A-1, B, C-1, D-1

ZONE: EXIST. ZONING - A-1-1-20
 PROPOSED ZONING - C

TYPE: TYPE V-1-D

STAIRS: OAC

SPRINKLER: YES (UPHOLD) SUPPLEMENTED SYSTEM

HEIGHT: 20'-0"

SRA

SYED RAZA ASSOCIATES A.I.A. ARCHITECT

ARCHITECTURE
 PLANNING
 CONST. MANAGEMENT

12801 Cornelius Avenue
 Chino, CA 91710
 TEL: (909) 591-7441
 FAX: (909) 591-7447

12801 Cornelius Avenue
 Chino, CA 91710
 TEL: (909) 591-7441
 FAX: (909) 591-7447

| revision | date |
|----------|----------|
| 1 | 10-21-15 |
| 2 | 07-31-15 |

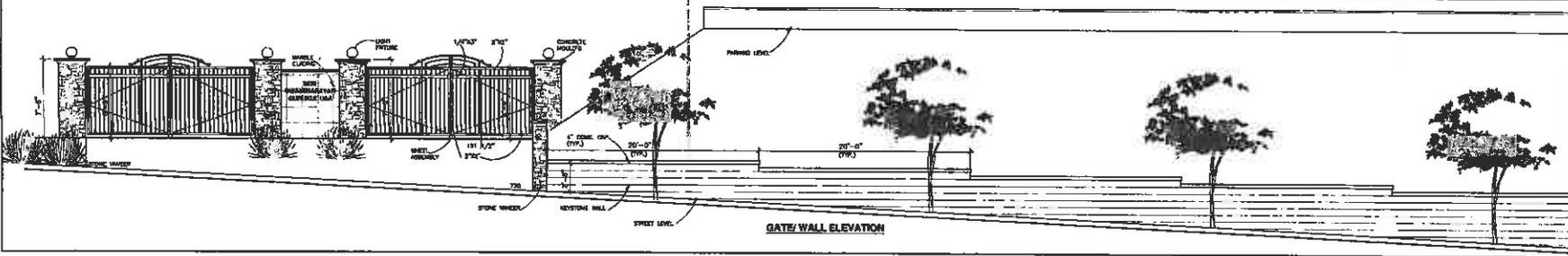
NOTES

printing date 10-21-15
 07-31-15

project

PROPOSED PROJECT FOR SWAMINARAYAN GURUKUL USA
 3038 MERCEDMAN DRIVE NORCO, CA 95801
 APN# 130-240001
 TRACT # 23025-1

SITE PLAN SCALE: 1"=30'



GATE/WALL ELEVATION

| project no. | scale | drawn | checked | date | sheet no. |
|-------------|-------|-------|---------|----------|-----------|
| | | S.R. | S.R. | 03-26-13 | |

sheet no. **A-1**

EXHIBIT "D"

EXHIBIT "D"

DATE: January 4th, 2016

TO: PLANNING DEPARTMENT
2870 Clark Ave. Norco CA 92860

ATTN. ALMA ROBLES, Planner

REF: SWAMINARYAN GRUKUL USA. (NORCO TEMPLE)

This letter is written to explain the use of the proposed project. The preliminary plans have been submitted for the departmental review. We are waiting for the Planning Department meeting.

As for use of the facility is concern, It is a temple for the Hindu faith. The facility has several other usage and it will be functioning as a CULTURAL and RELIGIOUS CENTER. The other amenities are provided are as follows:

- **SAINTS RESIDENCE:** It is a 2- bedroom house with an office and it will provide the room for the visiting saints. The number of visiting saints may be limited to two to four people at a time.
- **PRAYER ROOM and SHRINE:** It has a capacity of 230 people.
- **COVERED PATIO:** Covered patio will be equipped with benches and lose chairs. People will be served with special food before they go to prayer room.
- **MULTI PURPOSE HALL:** This large hall will be for various functions such as graduation parties, wedding receptions and other ceremonies, yoga classes etc. It has a commercial kitchen to serve special cooked food.
- **SUNDAY CLASS ROOMS:** Six (6) small class rooms on the first floor. Fifteen (15) small classrooms for first thru sixth grade will be provided on the second floor for the Sunday activities.
- The parking lot split into two levels because of the hillside grades. Lower level will be the parking and all the buildings described above. Upper level of parking will also have ample open courts and spaces the Gazebo and open trellises and children's play areas.

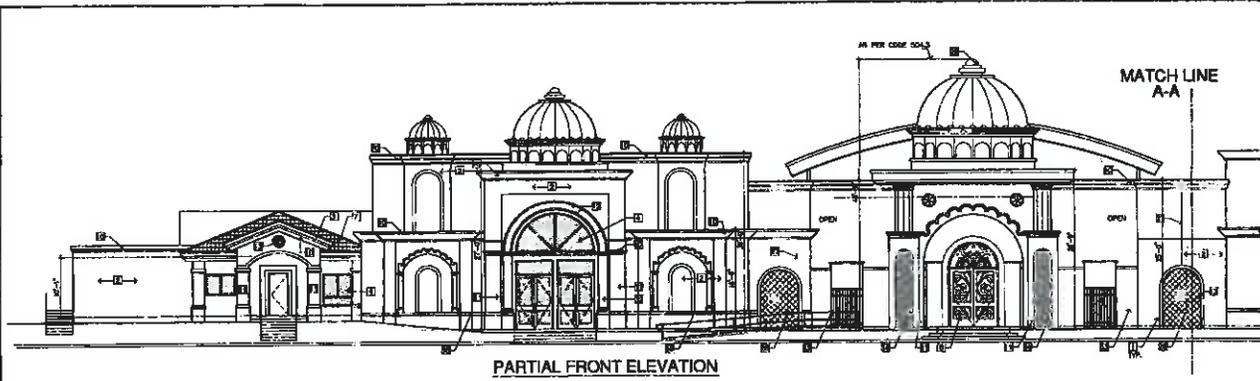
There will be three full time employees on the property. The regular operating hours of the facility will be from 8:30 to 5:00. People visit during the day to get blessings from the Priest. The Sunday prayers are offered from 2 PM to 7 PM. The Center will be open occasionally for other events such as weddings or ceremonies until midnight.

If you have any question, please do not hesitate to call our office.

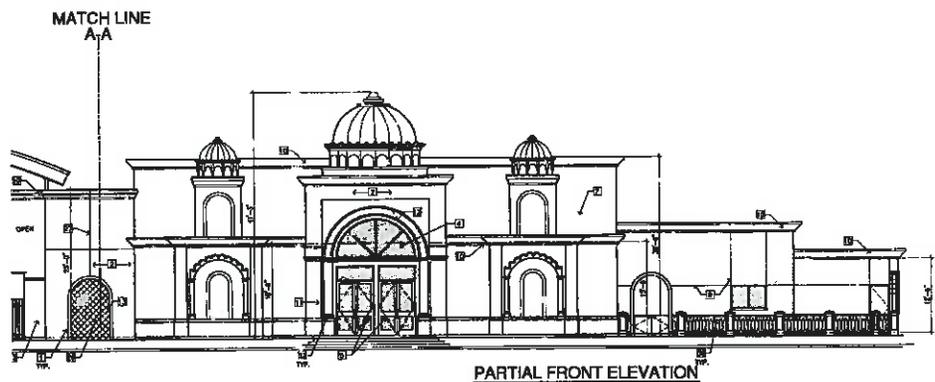
Yours sincerely,

Syed Raza, AIA Architect

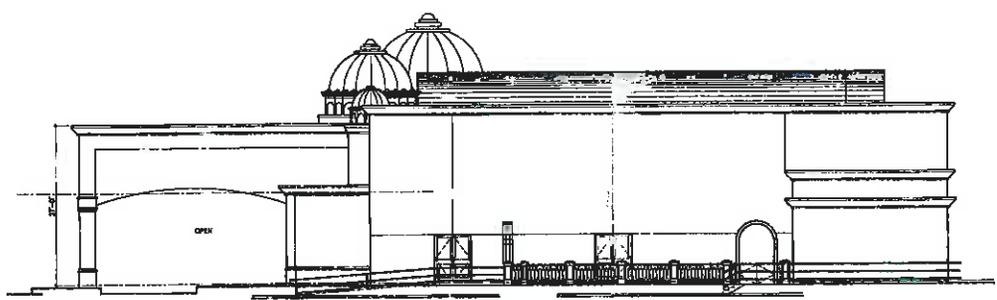
EXHIBIT F



PARTIAL FRONT ELEVATION



PARTIAL FRONT ELEVATION



RIGHT ELEVATION

EXTERIOR ELEVATIONS SCALE: 1/8"=1'-0"

- NOT USED
- STUCCO, "LA HABRA"
- STUCCO FINISH
- STUCCO FINISH
- EXTERIOR GLASS WINDOW 4" DOUBLE GLAZ. SET IN A RECESSED WALL PANEL.
- GLASS DOOR
- CORNERIC COLUMN
- CLAY ROOF TILES
- W/ FENCE AND GATE
- 1/2" STUCCO FINISH
- SYMMETRICAL HOLDING
- STUCCO ROOF COLUMN STONE/TILE CLASP
- SYMMETRICAL HOLDING TRAP
- DECORATIVE MOVT
- NOT USED
- NOT USED
- NOT USED
- 6"-0" HIGH NEW CONC. ROOF EDGE
- 1" GLAZED MIRROR TILES FOR ARCHITECTURE SPECS
- ORNAMENTAL IRON GRILLE
- CONC. SLAB/CHALK
- NOT USED
- NOT USED
- NOT USED
- POLISHED BRASS DECORATIVE ORN OVER DRWG
- RECESSED DECORATIVE TILE
- 3/4" STUCCO FINISH
- 16"x16" RECESSED TILE
- 16"x16" VENT LOUVERS IN ATIC
- NOT USED
- NOT USED
- 16" HALF CONC. DECORATIVE ORN.
- 4" POPOUT TOWER BASE
- ASCENT GLAZED MIRROR TILE
- ARCHITECTURAL SLAB
- NOT USED
- CONC. FILL/FRS OPR.
- CERAMIC TILE 16"X16" TOSH SEMI-GLOSS
- 6" CONC. SILL/STRIP 2
- CONC. SILL 2 1/2 16"x8" SPINDLE



SYED RAZA ASSOCIATES A.T.A. ARCHITECT

ARCHITECTURE
PLANNING
CONST. MANAGEMENT

12520 Central Avenue
Chino, CA 91710
TEL: (909) 591-7441
FAX: (909) 591-7347



PROPOSED PROJECT FOR SWAMINARAYAN GURUKUL USA 3838 MORGAN DRIVE NORCO, CA. 92860 APN # 130-340031 TRACT # 29220-1

| revision | date |
|----------|------|
| | |
| | |
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| | |
| | |

printing date 05-20-15

project
PROPOSED PROJECT FOR SWAMINARAYAN GURUKUL USA 3838 MORGAN DRIVE NORCO, CA. 92860 APN # 130-340031 TRACT # 29220-1

| | |
|-------------|----------|
| project no | |
| scale | |
| drawn | S.U. |
| checked | S.R. |
| date | 03-25-13 |
| sheet title | |

EXTERIOR ELEVATIONS
EXHIBIT 'G'
12-24-15

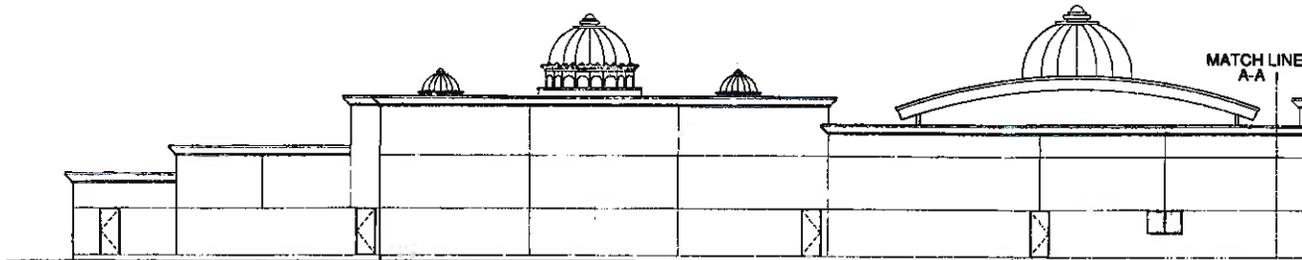
sheet no. **A-4**

NOTES

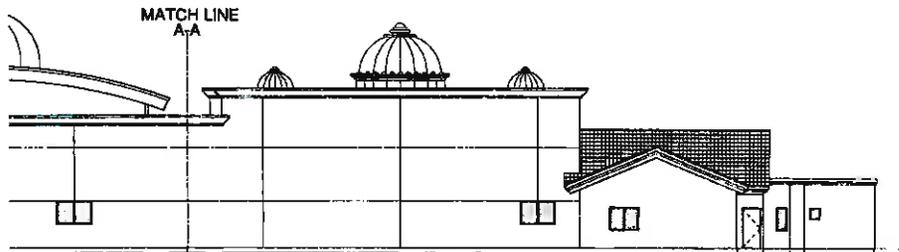
EXHIBIT "G"

EXHIBIT "G"

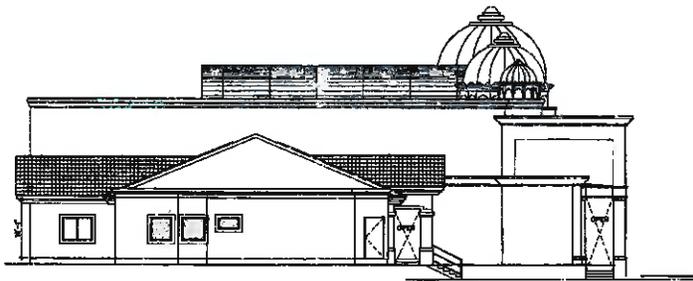
1 of 2



PARTIAL REAR ELEVATION



PARTIAL REAR ELEVATION



LEFT ELEVATION

EXTERIOR ELEVATIONS SCALE 1/8"=1'-0"



SYED RAZA ASSOCIATES A.I.A. ARCHITECT

ARCHITECTURE
PLANNING
CONST. MANAGEMENT

12800 Central Avenue
Covina, CA 91718
TEL: (909) 901-7341
FAX: (909) 591-7347



| revision | date |
|----------|------|
| | |
| | |
| | |

printing date 08-20-15

project
PROPOSED PROJECT FOR SWAMINARAYAN GURUKUL USA
 2636 NORCOSSIAN DRIVE
 NORCO, CA. 92860
 APN# 130-240031
 TRACT # 20020-1

| | |
|-------------|----------|
| project no. | |
| scale | |
| drawn | S.U. |
| checked | S.R. |
| date | 03-26-13 |
| sheet no. | |

EXTERIOR ELEVATIONS

sheet no. **A-5**

EXHIBIT "G"
2.01.2

EXHIBIT "G"
2.01.2

MATERIAL BOARD

3636 NORCONIAN DRIVE, NORCO, CA 92860



Roof Material

Manufacturer: Eagle

Model No.: 3773

Color: Walnut Creek Blend



Stucco Finish

Manufacturer: La Habra

Model No.: 71

Color: Miami Peach



Fascia/Moldings

Manufacturer: Dunn Edwards

Model No.: DE5227

Color: Rich Honey



Exterior Stucco Color

Manufacturer: Dunn Edwards

Model No.: DE5226

Color: Nevada Morning



Main Entrance Doors

Manufacturer: Hubbard

Model No.: Iron

Color: Medium Old Gold



Store front Doors & Windows

Manufacturer: US Aluminum

Model No.: UC70570

Color: Black

EXHIBIT ^{"H"}H

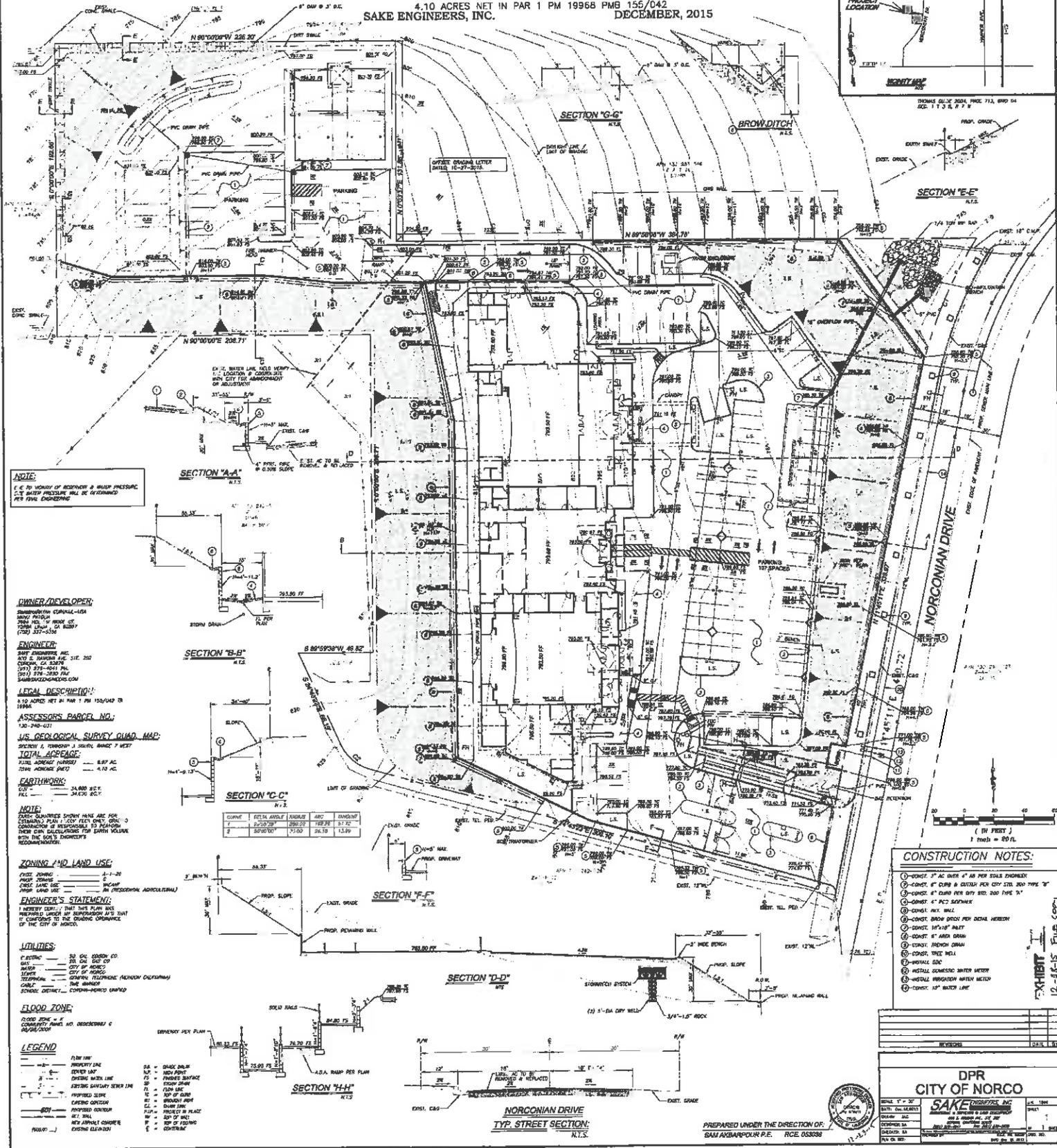
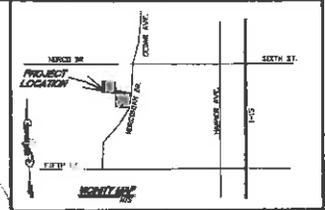
SRA SYED RAZA ASSOCIATES, INC.
12600 CENTRAL AVE.
CHINO, CA 91710 TEL: (909) 591-7441

OWNER SWAMINARAYAN GURUKUL USA
ADDRESS: 3636 NORCONIAN DRIVE
NORCO, CA 92860

IN THE CITY OF NORCO, STATE OF CALIFORNIA

DPR

4.10 ACRES NET IN PAR 1 PM 19968 PMB 155/042
 SAKÉ ENGINEERS, INC. DECEMBER, 2015



NOTE:
 1. SEE TO VERIFY OF RECORDS & SURVEY PROCEEDURE.
 2. SEE WATER PROCEEDURE WILL BE DETERMINED PER CIVIL ENGINEERING.

OWNER/DEVELOPER:
 SAMBARBOUR CORP. 1000
 1000 S. MAIN ST. SUITE 100
 NORCO, CA 95067
 (916) 933-2000 FAX
 (916) 933-2000 FAX
 SAMBARBOUR@SAGEDESIGN.COM

ENGINEER:
 SAKÉ ENGINEERS, INC.
 400 S. MAIN ST. SUITE 100
 NORCO, CA 95067
 (916) 933-2000 FAX
 (916) 933-2000 FAX
 SAKÉENGINEERS@SAGEDESIGN.COM

LEGAL DESCRIPTION:
 4.10 ACRES NET IN PAR 1 PM 19968 PMB 155/042 IN 19968

ASSESSORS PARCEL NO.:
 130-240-021

US GEOLOGICAL SURVEY QUAD MAP:
 SECTION 1, TOWNSHIP 3 SOUTH, RANGE 7 WEST
TOTAL ACRES:
 TOTAL ACRES (APPROX) 4.10 AC.
 TOTAL ACRES (ACTUAL) 4.10 AC.

EARTHWORK:
 CUT 24,880 S.C.Y.
 FILL 24,880 S.C.Y.

NOTE:
 1. EXISTING UTILITIES SHOWN HEREIN ARE FOR INFORMATION ONLY. THE USER SHALL VERIFY THE LOCATION & DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES CAUSED BY CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES CAUSED BY CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES CAUSED BY CONSTRUCTION.

ZONING AND LAND USE:
 ZONING 4-1-1
 LAND USE 10 (RESIDENTIAL ADJACENT)

ENGINEER'S STATEMENT:
 I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED UNDER MY SUPERVISION AND THAT IT CONFORMS TO THE GRADING ORDINANCE OF THE CITY OF NORCO.

UTILITIES:
 4" WATER MAIN
 12" WATER MAIN
 18" WATER MAIN
 24" WATER MAIN
 30" WATER MAIN
 36" WATER MAIN
 42" WATER MAIN
 48" WATER MAIN
 54" WATER MAIN
 60" WATER MAIN
 66" WATER MAIN
 72" WATER MAIN
 78" WATER MAIN
 84" WATER MAIN
 90" WATER MAIN
 96" WATER MAIN
 102" WATER MAIN
 108" WATER MAIN
 114" WATER MAIN
 120" WATER MAIN
 126" WATER MAIN
 132" WATER MAIN
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 996" WATER MAIN
 1000" WATER MAIN

FLOOD ZONE:
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 FLOOD ZONE 100

LEGEND:
 1" = 10' SCALE
 1" = 20' SCALE
 1" = 40' SCALE
 1" = 80' SCALE
 1" = 160' SCALE
 1" = 320' SCALE
 1" = 640' SCALE
 1" = 1280' SCALE
 1" = 2560' SCALE
 1" = 5120' SCALE
 1" = 10240' SCALE
 1" = 20480' SCALE
 1" = 40960' SCALE
 1" = 81920' SCALE
 1" = 163840' SCALE
 1" = 327680' SCALE
 1" = 655360' SCALE
 1" = 1310720' SCALE
 1" = 2621440' SCALE
 1" = 5242880' SCALE
 1" = 10485760' SCALE
 1" = 20971520' SCALE
 1" = 41943040' SCALE
 1" = 83886080' SCALE
 1" = 167772160' SCALE
 1" = 335544320' SCALE
 1" = 671088640' SCALE
 1" = 1342177280' SCALE
 1" = 2684354560' SCALE
 1" = 5368709120' SCALE
 1" = 10737418240' SCALE
 1" = 21474836480' SCALE
 1" = 42949672960' SCALE
 1" = 85899345920' SCALE
 1" = 171798691840' SCALE
 1" = 343597383680' SCALE
 1" = 687194767360' SCALE
 1" = 1374389534720' SCALE
 1" = 2748779069440' SCALE
 1" = 5497558138880' SCALE
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 1" = 43980465111040' SCALE
 1" = 87960930222080' SCALE
 1" = 175921860444160' SCALE
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 1" = 703687441776640' SCALE
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SYED RAZA ASSOCIATES A.L.A. ARCHITECTS

ARCHITECTURE
PLANNING
CONST. MANAGEMENT

12600 Central Avenue
Orlando, CA 91710
TEL: (909) 891-7441
FAX: (909) 591-7447



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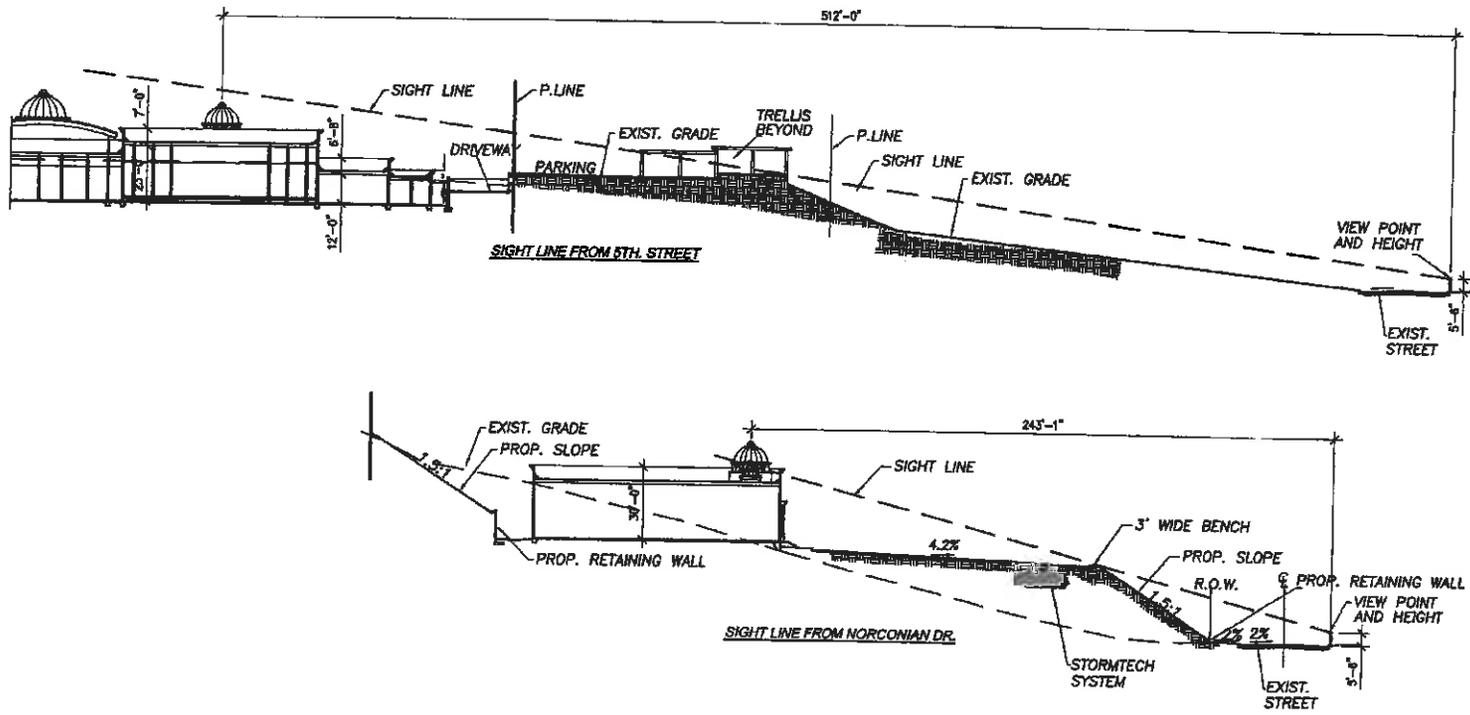
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FOR
SWAMINARAYAN GURUKUL USA
2636 NORCONIAN DRIVE
NORCO, CA. 92880
APN # 750-240001
TRACT # 23020-1

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SIGHT LINE SECTIONS

sheet no
S-1

EXHIBIT "J"



SIGHT LINE SECTIONS SCALE: 1"=50'

EXHIBIT "J"

EXHIBIT "J"

January 11, 2016



Steve King
Planning Director
City of Norco
2820 Clark Avenue
Norco, CA 92860

Re: Conditional Use Permit 2014-10/Variance 2014-5

Dear Mr King:

I am a resident of the City of Norco very near to the subject property. I live on the NW corner of Norco Drive and River Ridge Drive within sight of the the proposed facility.

I am opposed to the granting of the Variance being heard at 7 PM on January 13, 2016. The subject facility is not in the Horse keeping Western Character of Norco. It is more in the genre of a property to be found in an Indiana Jones Adventure Movie.

I do not wish to be within sight of such a Facility. There is no justification for the added height to 46 feet from 35 feet. It is already prominent due to its siting on the side of a hill.

I urge the Planning Commission to reject the Variance Application.

Very truly yours,

Dale R. Jesse
3944 River Ridge Drive
Norco, CA 92860

EXHIBIT "K"

1

Diane Germain

Subject: FW: April 13, 2016, Agenda Item 4.A

From: Diane Collins [mailto:diane@apex-motorsports.com]
Sent: Wednesday, April 13, 2016 1:37 PM
To: patspony@sbcglobal.net; robertsconstruct@sbcglobal.net; azrider@sbcglobal.net; phil.jaffarian@gmail.com; mrrigs1@aol.com
Cc: Steve King; Alma Robles
Subject: April 13, 2016, Agenda Item 4.A

Dear Planning Commission,

In regards to April 13, 2016, Planning Commission agenda item 4.A, I oppose the Conditional Use Permit regarding the architecture, and the Variance.

In the staff report dated April 13, 2016, Senior Planner Robles states, "The architectural theme of the building is proposed to reflect the religious culture of the proposed project..." However, Norco Municipal Code 18.41.02 Intent and Purpose reads, "It is hereby found and declared that the City of Norco lies in a natural setting of rural, scenic and historical beauty; that this rural environment generates a strong characteristic for development of Norco as a new equestrian focal point in Southern California; that this unique rural environment and historically significant location contributes a material economic advantage to the citizens, business, and industry within the City and particularly to the property owners who reside therein; that the City of Norco is in the midst of a significant, if not its greatest, rate of growth and development and that the development of the community in an orderly manner with compatible uses and appearances of structures within and between zones and with the natural rural environment is necessary to maintain such historic and economic advantage, to stabilize, protect, and maintain property values, to encourage permanence of desirable residential areas, to promote trade and commerce, and to assure a continued sound economic growth of the City and well being of its economy and its people.," and 18.41.04 Applicability reads "While encouraging the broadest possible range of individual and creative design and without depriving a property owner of an efficient and full use thereof which is otherwise lawfully allowed, the use and development of property in those zones wherein this chapter is referred to, and all Conditional Use Permit and Variance Applications shall be governed by this chapter. Architectural Review is found to be necessary to assure that the nature and appearance of any use and development will be compatible and harmonious with the use and enjoyment of surrounding properties and will not have a material or substantially deleterious effect upon the historic, economic, social, and cultural well-being and development of the community or the peace, health, safety, and general economic welfare of its inhabitants."

Having a structure strongly deviating from the rural and equestrian theme would be a detriment to the residential areas adjacent to the proposed structure, and would be a violation of the City's own municipal code. I recognize that there are times when such a deviance is in the best interest of the City, and presume that those times would be the approval of a structure with minor deviances necessary for commerce and revenue to the City, but do not believe that the approval of a temple with no architectural synergy with the City's desire to maintain a rural atmosphere should be approved.

In addition, the Lake Norconian Historic District is located nearby, and the site is visible from the hotel and other properties currently on the grounds of the California Rehabilitation Center. Should the Lake Norconian Club Hotel ever become a viable tourist destination — which is a distinct possibility, and one that the City Council fully supports — the hotel's impact on the community and the impact the project in question might have on the hotel must be taken into consideration.

The Staff report also states that the Project Review Board expressed concerns relating to the lack of western architecture of the project, but that the applicant is requesting consideration anyhow. I question why any project would

be given consideration when it is so far from the requirements stated in the municipal code. My belief is that all businesses and residents should be able to rely on the municipal code when planning their projects; be able to assure themselves that if their planned project adheres to code it will be approved, and know that projects stretching far outside of code will not be approved. I recognize that there are situations when a variance is logical to grant, due to extenuating circumstances that do not have an impact the code is designed to prevent, or when the benefit to the city and the community outweigh the impact to the code. With the information provided, I do not believe that this is one of those circumstances.

Further stated in the staff report, at a neighborhood meeting concerns were raised regarding the visibility of the proposed project from the nearby residential area, and about other aspects of the project. These concerns were not addressed at this meeting, but were promised to be made available "at the meeting before the Planning Commission." It is disappointing to see in a formal report that concerns regarding a project were raised, and the people most immediately impacted by the project were not given an answer, but told to wait until another meeting, rather than being addressed at the meeting called for just such a purpose. I hope that these concerns will be taken into account whether or not these residents are able to attend the Planning Commission meeting where they have been purported to be answered.

Additionally, the staff report states under Analysis: Land Use:, "churches must comply with pertinent developments standards such as setbacks, building height and lot coverage. In addition, for non-residential uses such as a church, parking must be provided and the architectural theme and development layout must be addressed to make sure the project is compatible with the area." However, no analysis is provided addressing why this structure should be allowed to be built contrary to the municipal code's architectural theme requirements.

Under Analysis: Parking and Loading Spaces, the staff report states that the municipal codes "requires one parking space for every three seats, fixed or otherwise, when calculating parking for a church." And "The floor plan for the building indicates a prayer room of 3,525 square feet, but with no fixed seats. Per the applicant, seating is not used in their prayer room." The staff report further states that staff used elementary/junior high auditoriums/gymnasiums, which require one parking space for every 35 square feet of general assembly area where there are no fixed seats. I contend that using local churches' average seating of square footage per three seats, fixed or otherwise, would lead to the conclusion of much more parking being required, and therefore have concerns with the number of parking spaces being required if this project is approved.

Under Analysis: Fencing and walls, the staff report states that the maximum height of fence and walls is six feet, but that the access gates are proposed to be a maximum height of seven feet, six inches -- a full eighteen inches more than municipal code allows without approval as part of the conditional use permit. This seems to be one more thing that the project developer wants to push beyond the code defined by the City of Norco in its municipal code, which was mandated to ensure the protection of Norco's unique culture. Again, if it were one minor deviance that was necessary to bring a project to fruition that would enhance the culture of the community or significantly and positively impact the City's revenue, I could understand, but looking at this project as a whole, I have concerns.

Finally, under Analysis: Architecture and Building Height in the staff report, it states, "The architectural theme reflects the religious culture of the proposed project consisting of varying roof-lines and dome architectural elements. The bulk of the building is proposed with a height of about 30 feet, but there are roof lines that reach a height of 36 feet, and dome to a maximum height of about 46 feet. A variance is being requested for a building height above the 35-foot height limit in the A-1 Zone.

"The architectural guidelines from the NMC [Norco Municipal Code] emphasize a western-themed/equestrian architecture with allowances and consideration as needed for existing surrounding development. The NMC has the following direction for architectural design and approval:

18.41.10 Criteria for Architectural Review and Approval.

In addition to those criteria listed in this chapter, the Planning Commission (and City Council on appeal) shall consider and weigh: The nature of specific uses, in particular zones and geographic areas, and the requirements of utility with respect to the structures proposed for uses; site dimensions with relation to the structures proposed and the required utility thereof; the adequacy and conformity and harmony of external design, colors, materials, and architectural features with neighboring structures and use of the improvements proposed on the parcel with improvements existing or permitted on neighboring sites, and compatibility with established design parameters such as those outlined in specific plans.

18.41.11 Building Architecture

Building architecture shall reflect a desired western theme and identity. Qualities that reflect the western theme can be described as rural, informal, traditional, rustic, low profile and equestrian oriented. Conversely, qualities that are inconsistent with the western theme are urban, formal, contemporary, sophisticated, and massive. The following elements shall be considered during the architectural review process:

What the staff report does not include is the remainder of 18.41.11, specifically to this matter, (1): (1) Building Forms and Massing:

- (a) Building height shall be limited to twice the building width, or 25 feet, whichever is smaller;
- (b) The basic building form shall be square or rectilinear, accentuated with a covered porch or walk;
- (c) Large buildings should be divided into smaller, distinct masses by horizontally staggering walls, changing the roof line, inserting windows and doors, and applying wood siding in different directions;
- (d) Flat silhouettes should be avoided. Buildings and building complexes should be of variable heights to add visual interest;
- (e) Right angles shall predominate over curved walls or arches;
- (f) Massing, window patterns, support posts and roof forms shall be symmetrical or symmetrically spaced;
- (g) Openings in walls shall not exceed 40 percent of any wall surface;
- (h) Expression of floor levels in structure and ornamentation is encouraged through the use of such features as second floor balconies, upper level windows and exterior staircases.

Concerns about traffic on Fifth/Hamner (no left turn lights).

18.41.11 specifies a lesser building height (25 feet), and further restrictions, not just the mandate for a western theme.

The staff report further states, "The project site is in a residential zone; however it is primarily surrounded by existing churches with their unique architecture styles that are not consistent with each other nor are they particularly western in them." I contend that, while some might consider these structures "unique," they are not unusual, but reflect similar architecture of the surrounding residential community. Most of Norco's residential community is consistent with each other, but is fairly "mainstream" — as are these churches. And, they were constructed prior to the requirement for a western theme being incorporated into the municipal code, so that should not be taken into consideration.

Additionally in the staff report, it states that a member of the Architectural Review Sub-Committee was unsure if the architecture could be regulated because it is a temple, but it is very clear in the municipal code that it can be, which also brings into question the competency of the ARC.

Finally, in the staff report's Conclusion, it states that staff recommends its "approval of the architecture is based on fact that the site it is primarily surrounded by existing churches with their unique architecture styles that are not consistent with each other, nor are they particularly western in theme." Please see my above comments that address this issue. This project should not be approved. There are too many variances to the Norco Municipal Code, the code which was established to ensure the preservation of Horsetown USA and its unique lifestyle. I enthusiastically welcome any and all businesses — and churches, temples, cathedrals, synagogues, etc. — to our wonderful city, but respectfully request that they build their facilities according to the codes as they are established.

Respectfully,

Diane Collins

5431 Roundup Rd., Norco

909-319-4256 / diane@apex-motorsports.com

RECEIVED
CITY OF NORCO

2

APR 13 2016

CITY CLERK

Dear Planning Commission members,

I oppose item 4A on the agenda as it is currently written. I ask that Resolutions 2016-11 & 2016-12 not be approved as written. I oppose the CUP granting a 46' tall building. I believe the property owner should have to abide by the current 35' building height that other owners in A-1-20 have to follow. The owners should not get special treatment and should have to follow the same Architectural standards, codes, setbacks, and building heights as any other owner would have to follow. The height should be 35' maximum to the top of the finished surfaces (not the framing). It should not be approximate. It should be a max. of 35'.

The exhibits have not been shown to the public for review. The public and local residents have been able to see the current drawings and renderings but the Architects and engineers. Residents asked to see renderings during neighborhood meetings and their requests were ignored.

This is a mixed use plan in a residential neighborhood zoned A-1-20. Although there will be a residence on the property there will also be "Yoga Class" and it will be a religious building. The project will increase traffic in an already traffic ridden area. There was not traffic study done, the streets and trails commission never reviewed the project and no Environmental reports were required. Why? This is not just an infill project. This project will add to traffic and should have to follow the same guidelines as any other project.

The documents say that the projects must have drought resistant landscaping. However, the plans clearly call for 49,605 s.f. of seeded grass. This is NOT drought resistant. In addition will the proposed crib wall on the North side of the property be landscaped? It should be to prevent an eyesore to the community and to prevent graffiti. The tennis courts need to follow the noise ordinance hours of the city so as to not disturb local residents at night.

The parking should be based on the actual planned occupancy of the prayer room and the site not just a random number that the city planners came up with. The people will sit on the floor in the prayer room. There will not be fixed seating. That does not mean they should not have to supply enough parking needed for the site.

I have serious doubts that the architectural theme of the building is compatible with the area. It does not meet the Western Them requirements adopted by the City. I would suggest the architects look at the Hindu Temple in Maricopa, Arizona. It is a less ornate building and that

style of building would blend in with Norco better. My major overall concern is that the 46' CUP does not get passed. Please do not approved the 46' CUP. It would be highly irresponsible to do so.

In addition requiring the property owner to submit drawings on Mylar instead of Bond paper is fiscally irresponsible and a waste of money to the property owner. Mylar was once needed when people drafted by hand with ink on mylar. However, now with computers the appropriate media to print on would be bond paper. In addition limiting a project of this scale to 24x36 paper size is irrational and leads to cluttered and unclear drawings. The Architect and Engineers should be able to pick the appropriate paper size that fits the needs of the project. Most likely 30x42 sized sheets would be more appropriate.

Thank you,

Michelle K. Heasley



(Resident and Home Owner)

3

Diane Germain

From: amy froehlich <norcochick@yahoo.com>
Sent: Wednesday, April 13, 2016 3:35 PM
To: Diane Germain
Subject: 4/13/2016 Meeting - Please read at tonight's PLANNING commission meeting

Hi Diane -

Unfortunately my Husband and I are unable to attend tonight's meeting but I'd like to take a moment to discuss a concern I'd like voiced regarding the potential mosque off Norconian Drive.

It's a safe assumption that the new structure will bring in increased traffic, both during construction and after completion. The condition of Norconian Drive and vehicles exceeding the speed limit can easily lead to traffic accidents. The west side of Norconian Drive borders the playground and much of the campus of Turning Point Christian School (2000 Norco Drive). There is very, very little protection from vehicles traveling on Norconian Drive, should an accident occur. I'd like to request that the road conditions be improved but more importantly add'l barriers be installed to prevent a vehicle from entering the school grounds should an accident occur.

Thank you for your time.

Amy Froehlich
2624 Steeplechase Way
Norco, CA 92860
714-240-5253

4

Diane Germain

Subject: Planning Commission Meeting re APN 130240031

From: andreagladson [mailto:andreagladson@yahoo.com]
Sent: Tuesday, April 12, 2016 3:26 PM
To: Steve King
Cc: kaviglad200@yahoo.com
Subject: Planning Commission Meeting re APN 130240031

Dear Commissioner Hedges,

As a residents and property owners of Norco, we would like to offer our support for an item that is on the agenda dated 4/13/16/. APN 130240031 is near our home and is on the agenda for a request for a conditional use permit. This street while small and in need of repair is already an area where churches occupy the adjacent properties and we believe that allowing the property owners to develop the property with a church and cultural center would be a valuable addition to our community.

We would also ask that as a commission you use the city's current codes and your collective wisdom to allow the owners to develop it appropriately with an eye toward traffic mitigation and on-site parking. We also have no concerns about the conditional use permit allowing the building of a steeple or dome, which is higher than the current height restriction, as long as it is in keeping with other church structures within our city.

Thank you,

Andrea Gladson and Reza Kavianian

3582 Broken Twig Drive

Norco, CA 92860

951-532-6921

To the Planning Commission

5

I have learned that this Temple has been in Planning for 2 years. Why didn't the City come to us to see how we felt about it? Norco does not just belong to the City Council. It belongs to all of us.

My friend who does not wish to be named, works for the City of Chino and she stated that It happened in Chino Hills with The temple off the I-71. They are beautiful temples but the dynamic of the city does change quickly. The homes near the temple command high prices, and those buying are not buying to become part of Chino Hills nor will they be buying here to become part of HorseTownUSA

I would like to reference just a few of the many comments on Social Media that concern this Temple....

"They damn sure won't be slammin' bacon at Pat's or burgers at Bob's. They also won't take kindly to those of us that use bovine's in rodeo, sorting, penning, or consumption activities" Our way of life is not conducive to their beliefs. Plus there is the very real fact that many small towns in the good old USA has been taken over completely by people with one belief system....

A temple, church or other structure is part of a church/temple business. In this case it is part of a business which will not pay taxes nor contribute to the economy, has no local population to draw from, wants building code variances and plans to use taxpayer resources in which to operated their non taxed business. Additionally it is their stated goal to promote the HINDU lifestyle to all (on the BAPS web site). As a property owner and taxpayer I take exception to any business not contributing.

Norco is a wonderful place but the progressives are bringing things in that take away the appeal that so many came here to enjoy in the first place. Horsetown USA rural living surrounded by metropolitan.

I'd like it continue on with its hometown atmosphere & not be another casualty of political correctness and tolerance.

This town is going downhill quickly. So much for our rural lifestyle and country/cowboy town

Is this a late April Fool's joke? That kind of building has nothing to do with Western

Heritage or Norco.

This is HorseTownUSA Not India!

Oh holy hell...

We'll be the "Little India" of the IE.

Its not discrimination its America dammit! Churches are suppose to be for the community...

And the ever popular... Must be the Silverlake planners. (You had to see that coming, LOL)

My thoughts.....While I have no problems with the People of India or their religion, here is a simple question to ask yourselves.. Why on earth would they build their Temple here if they did not intend to bring many and I mean many HINDU people and followers here? Could it be that our open lands have drawn them? Do we have room for these building and the people that will be residing there?? Do we have room for the inevitable chance that they will have to build larger Temples as their congregation grows?

After much research as well as talking to people both Citizens and City Employees, that live in a few Cities that actually do have a HINDU Temple, a couple of points keep popping up. The property values near the Temples do go up in value. This is a plus.

On the down side, and I have heard this now many times. They volunteer at any event they can. They take part in beatification programs to enhance the City They appear very helpful and gain the trust of residents and gradually worm their way into favor with the City and then they get pushy and eventually get what they want which is more space and bigger Temples.

They bring in many followers who in turn buy up the properties and no, they have no intention of becoming part of HorseTownUSA or any City they are in. They look for Cities that still have open lands like Us for instance. The land must also be fertile like ours. Many Cities have run out of dirt, (land), but we still have lots of it.

From the BAPS web site "BAPS Shayona promotes vegetarianism amongst people of all faiths, as well as the devotional HINDU diet amongst practitioners of the HINDU faith." Seems like they are less interested in becoming part of the community and more interested in changing the community they plant themselves in. The do this as a tax exempt religious organization.

They have a huge Organization called, HINDU American Foundation or (HAF) Legal Advocacy, that comes in and files suit against any City that is not giving them what they want. While most Hindu's are a peaceful people, they have many Indian extremists that live only to cause trouble like any other extremists do.

And finally I will close with...

We are small City of only 15 square miles and fighting everyday to sustain our way of life. For years we have been programmed by our Council to keep Norco rural. They have refused us any large businesses that would help with our lack of revenue on the grounds that they do not fit in with our way of life. How does this fit in??? Like I said before, I have no problem with the people of India, or the Religion but this Temple has nothing to do with our way of life and is NOT aesthetic with our Western Motif. This is HorseTownUSA plain and simple...

Warmest Regards. Myrna Paltza

Cheryl Link

From: Steve King
Sent: Thursday, May 19, 2016 9:15 AM
To: Cheryl Link
Subject: FW: Hindu cultural center

From: Chris Zaragoza
Sent: Thursday, May 19, 2016 9:14 AM
To: Steve King
Cc: Alma Robles
Subject: FW: Hindu cultural center

Good Morning,

I received this email through our city website. I believe this email is addressed to your department.

Please advise.

Thank you

Chris Zaragoza
CIS Technician | Webmaster
2870 Clark Ave Norco, CA 92860 | (951) 270-5657

From: Sherideswild@gmail.com [<mailto:Sherideswild@gmail.com>]
Sent: Wednesday, May 18, 2016 3:55 PM
To: Chris Zaragoza
Subject: Hindu cultural center

I live behind the hill where this center may be built. Neither I nor my neighbors were informed, and that alone upsets me. Thank God for News for Norco. I missed the Planning Commission meeting because I was not aware of this proposal, but I will be there June 1st for the City Council meeting. I am extremely concerned that a huge building of any kind would even be considered to be built there! Safety of the children at Turning Point, safety of riders, one of whom is myself and my friends and neighbors, more traffic on an already too busy street in a residential neighborhood, parking, and they say they will be open until midnight for certain "celebrations", so noise; these are all major concerns. Then there is the fact that it just does not fit there. That lot is a terrible place for such a huge center! Please listen to the residents and deny this building!

Cheryl Link

From: Berwin Hanna
Sent: Thursday, May 19, 2016 10:49 AM
To: Cheryl Link
Subject: Fwd: Swaminarayan Gurukul-USA/Patolia, (Vacant parcel APN 130-240-031)

Sent from my iPhone

Begin forwarded message:

From: Robin Grundmeyer <rgrundmeyer@ci.norco.ca.us>
Date: May 18, 2016 at 5:33:03 PM PDT
To: Berwin Hanna <bhanna@ci.norco.ca.us>
Subject: Fwd: Swaminarayan Gurukul-USA/Patolia, (Vacant parcel APN 130-240-031)

Sent from my iPhone

Begin forwarded message:

From: andy webb <andyw@rfeinc.com>
Date: May 17, 2016 at 7:55:53 AM PDT
To: <kbash@ci.norco.ca.us>, <gnewton@ci.norco.ca.us>, <thoffman@ci.norco.ca.us>, <bhanna@ci.norco.ca.us>, <rgrundmeyer@ci.norco.ca.us>
Subject: RE: Swaminarayan Gurukul-USA/Patolia, (Vacant parcel APN 130-240-031)

Dear esteemed council members.

I saw a report that the owners of the land (Vacant parcel APN 130-240-031) are going to appeal the planning commission decision to the council on June 1, 2016

Because of my commute it is difficult for me to get to this meeting, however I do have some input regarding this. I do not care what religion, or if no religion is involved. In my opinion the planning commission made the correct decision and that decision should stand.

1. Height variance – was not granted and should NOT be granted since there is no apparent benefit to the city for granting this.

If this was a business which was employing significant amount of citizens and/or was contributing to the overall financial and social health of Norco, I may have a different opinion. However it is another tax exempt 'business' which will add very little if anything to the city. For now my opinion is that they must comply with all existing Norco building rules and codes.

2. The overall approval should be looked at very closely and all codes for appearance, parking, trails and other municipal codes should be followed with no variances granted. This is a tax exempt 'business' which will add essentially nothing financially to the City and without a significant Hindu population locally to support it. Temple attendees with likely be from other municipalities. Because of the Hindu culture temple visitors are less likely to patronize Norco type of businesses to make up for the loss with added sales tax

revenue. Added wear and tear on the roads and surrounding community with no offsetting revenue is not wise. We cannot always control this, but it seems unwise to invite this.

Issues regarding religion are often emotional on all sides, however our city has rules codes set up for the overall benefit of the citizens. If someone wants to make a temple, then they should be required to do it within the rules and codes set up for the benefit of Norco citizens.

Thank you and best regards,

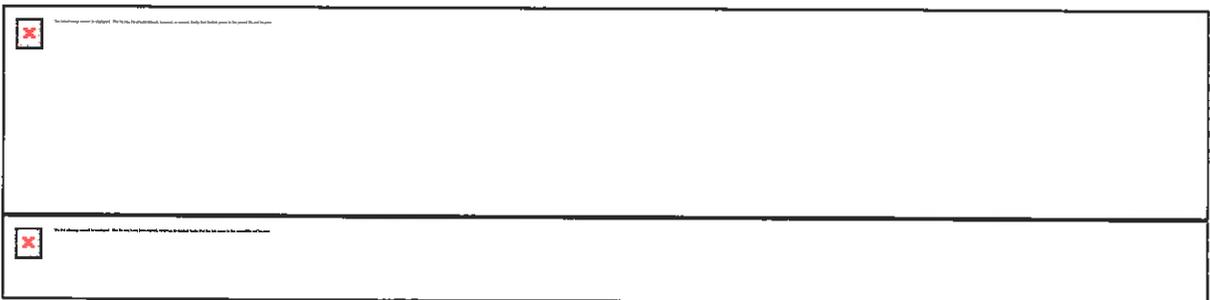
Andy Webb
4110 Crestview Drive
Norco, CA 92860

From: andy webb [<mailto:andyw@rfeinc.com>]
Sent: Tuesday, April 12, 2016 1:11 PM
To: 'kbash@ci.norco.ca.us'; 'gnewton@ci.norco.ca.us'; 'thoffman@ci.norco.ca.us'; 'bhanna@ci.norco.ca.us'; 'rgrundmeyer@ci.norco.ca.us'
Subject: Swaminarayan Gurukul-USA/Patolia

I am sending you this message as a concerned citizen of Norco and to express my opinion regarding a planning commission issue.

First please allow me to express my appreciation for your efforts to serve Norco. I know it is not always easy and often is not appreciated. I know my family appreciates your efforts to represent all of the constituents and participate in the correct decisions.

Item A under public hearing for tomorrow's planning commission meeting at 7:00pm is a hearing to allow a new Temple on Norconian drive. Below is the agenda item.



Because of my commute it is difficult for me to get to this meeting, however I do have some input regarding this. I do not care what religion or if no religion was involved. I believe there are 2 issues to be considered.

1. Height variance – Should NOT be granted since there is no apparent benefit to the city for granting this. If this was a business which was employing significant amount of citizens and/or was contributing to the overall financial and social health of Norco, I may have a different opinion. However it is another tax exempt 'business' which will add very little if anything to the city. For now my opinion is that they must comply with all existing Norco building rules and codes.

2. The overall approval should be looked at very closely. This is a tax exempt 'business' which will add essentially nothing financially to the City and without a significant Hindu population locally to support it. Temple attendees with likely be from other municipalities and because of the Hindu culture are less likely to patronize Norco type of businesses to make up for the loss with added sales tax revenue. Added wear and tear on the roads and surrounding community with no offsetting revenue is not wise. We cannot always control this, but it seems unwise to invite this.

Issues regarding religion are often emotional on all sides, however our city has rules codes set up for the overall benefit of the citizens. If someone wants to make a temple, then they should be required to do it within the rules and codes set up for the benefit of Norco citizens.

Thank you and best regards,

Andy Webb
4110 Crestview Drive

Andy Webb
RFE International, Inc.
Reliable, Fast, Efficient
1938 Blair Avenue
Santa Ana, CA 92705-5707
Tel: (949)833-1988 ext. 109, Fax:(949)833-1788
web: www.rfeinc.com , email: andyw@rfeinc.com ; skype: andywebb42
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- 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.

SWAMINARAYAN GURKUL USA

3636 NORDONIAN DRIVE NORCO CA 92860



AESims.com
877.9AE efms



EXISTING



PROMISED

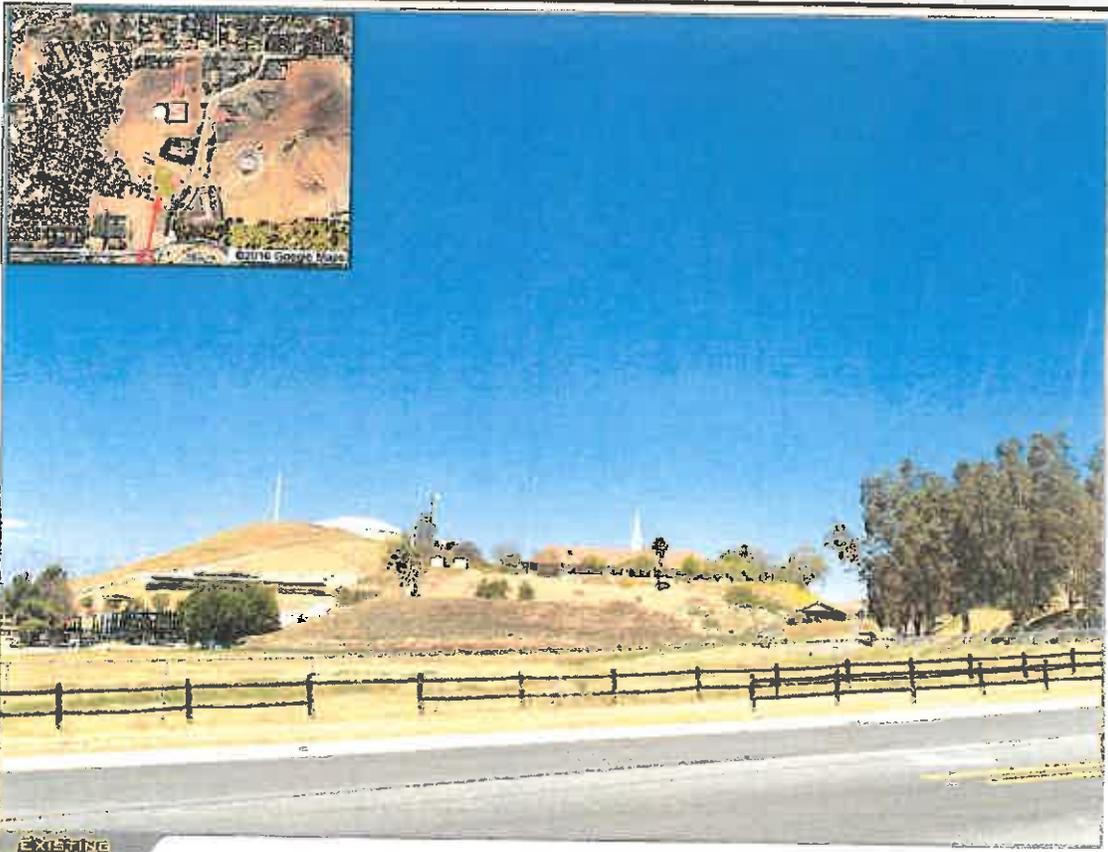
LOOKING SOUTH FROM NORCO DRIVE

EXHIBIT "L"
4-7-2016

ACCURACY OF PHOTO SIMULATION BASED UPON INFORMATION PROVIDED BY PROJECT APPLICANT.

SWAMINARAYAN GURKUL USA

3636 NORCONIAN DRIVE NORCO CA 92860

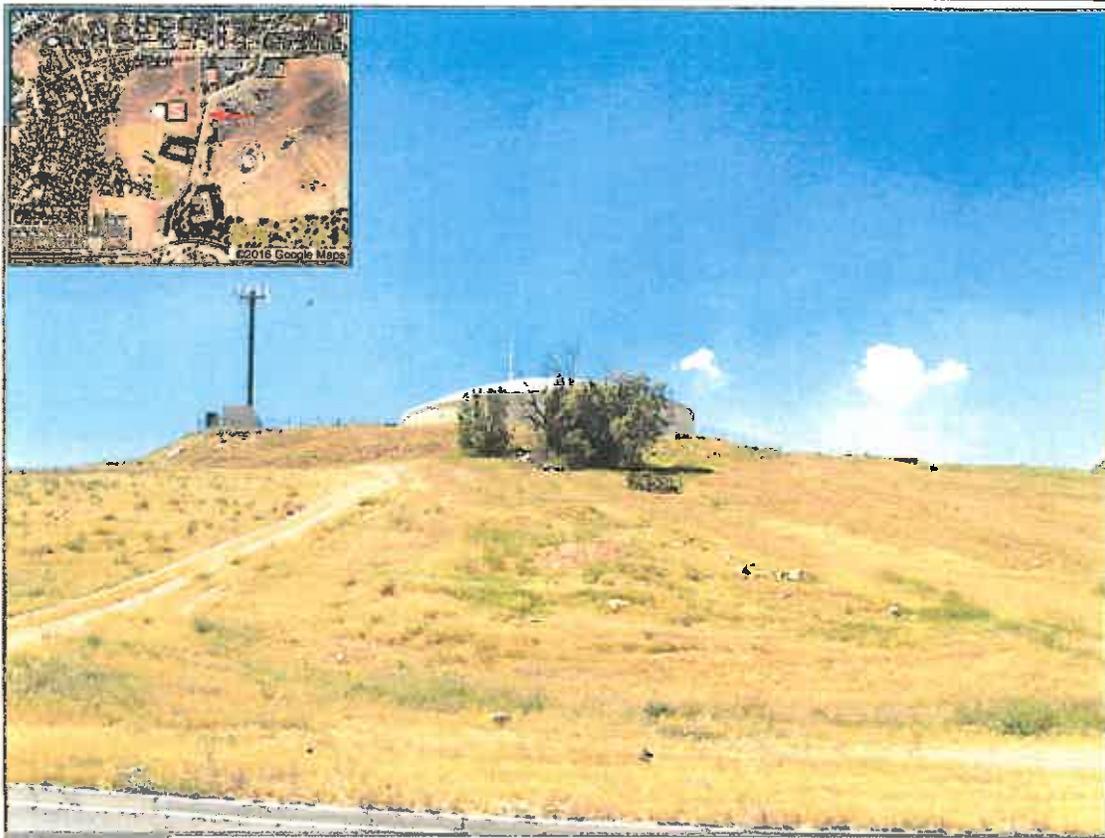


LOOKING NORTH FROM FIFTH STREET

ACCURACY OF PHOTO SIMULATION BASED UPON INFORMATION PROVIDED BY PROJECT APPLICANT.

SWAMINARAYAN GURKUL USA

3636 NORCONIAN DRIVE NORCO CA 92860



EXISTING



PROPOSED

LOOKING WEST FROM NORCONIAN DRIVE

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.

Senior Planner Robles presented the staff report on file in the Planning Department. She reviewed the variance request for the proposed height of the dome, at 46-foot; noting that the property was currently undeveloped, further describing the purpose of the development, and all that will be included. She shared that a neighborhood meeting was scheduled in July 2015; it was well attended by neighboring residents, which offered the opportunity for questions/answers and provide information on the project. Parking off-site and visibility of the project from other properties were two of many concerns brought up and discussed. Planner Robles provided photo simulations, which showed a view towards the property from different vantage points. She touched on the grading to be done, offering input from Associate Engineer Sam Nelson. The Architectural Review Subcommittee (ARC) has reviewed the project, and although requested a more western look, did not have any suggestions on how to incorporate it. She added that one letter of opposition was received prior to agenda prep, and was provided with the report; an additional four opposition letters and one supportive letter has been received since; a copy of each has been provided to the Commission, and will be kept within the project file.

Associate Engineer Nelson provided an overview of the planned grading, and was available to answer questions.

Staff recommends approval, amending Condition 26, which states that a bond of surety is posted for satisfaction, to include public improvements and completion of the grading; and add a condition to require that a bond be posted for the completion of the construction of the buildings.

In response to Member Jaffarian, Associate Engineer Nelson stated that new curbs will be matched to the existing curbs, and that the water drainage will be through the neighboring church, as all infrastructures are in place.

Member Rigler questioned the operating hours, activities as late as midnight, the height of the dome and the parking requirement with the lack of seating during services, as based on the staff report and other documents provided. Planner Robles stated that the format used for the parking is the basic format of one space for each three seats.

Vice Chair Leonard stated that five years prior another Church had put in an application for a location on Corona Avenue, which was denied based on its look lacking the required western appearance. He questioned if the requirement based on a gymnasium was used to set the occupancy of the main building, since regular seating is not used for services; further questioned the term of "a bedroom", how many individuals are to reside on the premises, and the lack of a traffic study. In response, Director King explained that although churches are not residential, they are included in the Circulation Element generated by land use for residential; upon review at the Project Review Board, it was determined that a traffic study was not needed, nor is it required.

In response to Chair Hedges, Associate Engineer Nelson explained the grading based on the street level, from south side to north side of the project. Director King stated that the steeple of the neighboring church is 26 feet.

Chair Hedges OPENED the public hearing, indicating that proper notification had been made and asked for the appearance of those wishing to speak.

Lance Gregory stated his concerns with the lack of a CEQA or a traffic study; he stated he spoke to an Elder at the Turning Point Church regarding potential traffic and the children at the school.

Robert Brown noted issues with potential traffic impact and access to the horse trail, adding that the road needs repairs.

Holly Pennington said she was concerned with overflow parking and potential traffic.

Sandy Higgins stated her concerns are with the height of the building, and its visibility, added traffic on Norco Drive and Fifth Street, and the lack of revenue from this business.

Myrna Paltza stated its culture does not fit in Norco, concerned on how it will affect the City, its burden on the City's resources, and potential problems.

Steve Young questioned the effect on the infrastructure on the road, if the Fire Marshal approved an emergency plan, and noted an issue with the potential number of people attending; adding that churches are supposed to support the community, but how many attendees actually live here.

Linda Dixon concerned with no EIR done on this project, potential traffic, and lack of a western motif. Adding that the project is too large, it must conform to the City's standards.

Su Bacon stated that the Sixth Street traffic is already a challenge, asked that they adhere to the Code, and the Commission to enforce them.

Grace Kast stated she does not support the project.

Jessica Uhle stated she does not support the variance, and should have had a traffic study done; adding that the traffic is already impacted due to Silverlakes opening.

Sarah Stark concerned with the amount of churches in town; the project does not have a western motif, and it will not fit in this town.

David Burwell asked the Commission to consider the economic and traffic impact, land use allowance and lack of western theme.

Amy Labeta noted that the project seemed more like a residence and cultural center than a temple or place of worship, calling it a white elephant in the neighborhood.

Nancy Marhoff spoke in support of the temple; she doesn't understand the nay-sayers.

Robert Pesic stated the traffic is currently impacted, concerned for the safety of equestrians and livestock, adding the road conditions are not good.

Chair Hedges CLOSED the public hearing, bringing the discussion back to the Commission.

Recessed: 8:52 p.m. / Reconvened: 9:03 pm

Chair Hedges gave the applicant the opportunity to speak.

Sam Akbarpour, the project Engineer, agreed that some concerns brought up are legitimate; he offered to address each concern. He noted the property is not a desirable lot, which is why it has been vacant; explained the grading, the only thing you will view is the planned landscaping, which will include a horse monument facing the street. The applicant and he have been working with staff for two years, noting that the design has been changed many times to accommodate City requirements. He stated that the dome or building will not be seen from the street. The street in front of the property will be fixed, the current draining system will also be remedied with the cooperation of the neighboring church; the residence is for 2 Saints, who will be transferred from another location in the U.S., part of their duties will include greeting visitors to the center. He provided an example of how the seating is done, on the floor seated with legs crossed, explaining that this takes more space, 3 feet as opposed to 2 feet standard-chair seating, as such there would not be as many attendants as with standard-chair setting. He confirmed that there will be onsite fire system, a designed fire truck circulation, and a fire hydrant. Mr. Akbarpour further informed the Commission that the individuals attending the temple are educated professionals, for which many have live in the US for numerous years.

In response to Member Rigler, Mr. Akbarpour stated that although he would like to make maximum use of the lot, there will be approximately 50 individuals in attendance during the week, never more than 200 on any given day; with the exception of special events which occur once or twice a year.

Member Azevedo explained how the fire department determines the occupancy load for the use of the building. In response to his inquiry about prayer rooms, Manu Patolia, property owner, explained how and why the different rooms are needed. The cultural center is used to educate the children, and the community, adding that there is little activity during the week; there are Sunday services with activities for children from 3:00 pm to 8:00 pm; the children are taught language, religion and culture, girls and boys are educated separately; and the women are in a separate room from the men. He shared that there will be a great energy and benefit to the City, and will be good neighbors.

Member Azevedo thanked him for the information. Upon reading a letter of opposition, Member Azevedo apologized for what was written, stating that not all Norco residents feel that way.

Vice Chair Leonard asked why the request for a variance for height, noting that variances are usually to accommodate an odd lot, or similar. Mr. Akbarpour explained that the dome is part of the culture, which is where the height request is for. Vice Chair Leonard also questioned the palm trees on the plan, noting that it is not allowed in Norco. In response to him, Mr. Patolia reassured that there would only be 2 individuals living on the premises at all times, with an occasional visitor.

Member Rigler asked for clarification as to the height request for the dome, at 46 feet. Mr. Akbarpour explained the system of the culture, the capacity of the room and height of the

dome is calculated based on the number of anticipated attendees; it is symbolic to the religion. Member Rigler noted his concern with the architecture, lacking western look.

Chair Hedges asked if the dome can be shorter, Mr. Akbarpour stated that it could be done, but the Church may not like it. He has no issues with additional conditions, but questioned the bond requirement for the construction of the buildings.

The Commission continued its discussion.

Member Azevedo stated that the review is for the building only; noting that past projects had been declined because the architecture did not fit with the City, and also the lack of tax revenue. Being a similar situation and based solely on the architecture, this project doesn't blend in with the community.

Vice Chair Leonard spoke on the street light system and the current traffic congestion already existing; he suggested that an EIR Study should be done; no special condition should be given to allow a variance, concerned with the height request; and the architecture is not western.

Member Rigler asked that they conform to Norco's lifestyle; adding his concern with water flow.

Member Jaffarian noted the architectural style, stating if it could be closer to a western motif, it may be passed. The property is not the right size and shape to place this type of project on it; adding that the project can't be accepted as presented.

Chair Hedges concurred with statements made by the Commission, adding that it doesn't fit in Norco.

M/S JAFFARIAN/LEONARD to deny Variance 2014-65 and Conditional Use Permit 2014-10; the motion was carried by the following roll call vote:

AYES: HEDGES, LEONARD, AZEVEDO, JAFFARIAN, RIGLER
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE



SYED RAZA ASSOCIATES A.I.A. ARCHITECT

ARCHITECTURE
PLANNING
CONST. MANAGEMENT

12600 Central Avenue
Chino, CA 91710
TEL: (909) 591-7441
FAX: (909) 591-7347



ALL DRAWINGS, SPECIFICATIONS, NOTES, DECISIONS AND AMENDMENTS...
REGISTERED ARCHITECT
SYED RAZA ASSOCIATES
STATE OF CALIFORNIA

| revision | date |
|--------------------|----------|
| ADD SECOND FLOOR | 10-21-15 |
| ELEVATIONS REVISED | 06-10-16 |

printing date 06-29-16
10-21-15
07-31-15

project
PROPOSED PROJECT
FOR
SWAMINARAYAN GURUKUL USA
3636 NORCONIAN DRIVE
NORCO, CA. 92860
APN # 130-240031
TRACT #
23020-1

| | |
|-------------|----------|
| project no. | |
| scale | |
| drawn | S.U. |
| checked | S.R. |
| date | 03-26-13 |

sheet title
EXTERIOR ELEVATIONS

sheet no.

A-4

EXHIBIT "N"
C-22-16

MATCH LINE
A-A

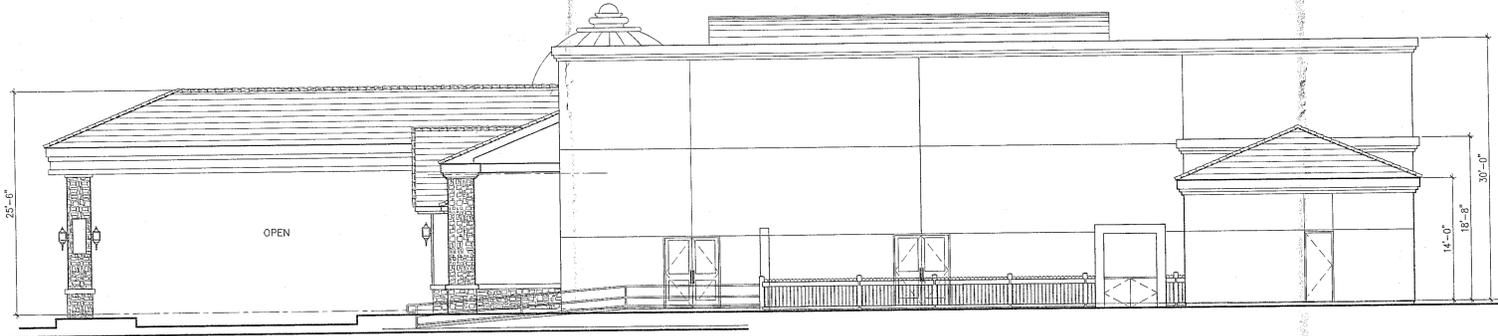


PARTIAL FRONT ELEVATION

MATCH LINE
A-A



PARTIAL FRONT ELEVATION



RIGHT ELEVATION

EXTERIOR ELEVATIONS SCALE: 1/8"=1'-0"

NOTES

- 1 NOT USED
- 2 STUCCO, "LA HABRA"
- 3 STUCCO FASCIA
- 4 STOREFRONT WINDOW
- 4A DECORATIVE GLASS WINDOW W/OBSURE GLASS, SET IN A RECESSED WALL PANEL
- 5 GLASS DOOR
- 6 CONCRETE COLUMN
- 7 CLAY ROOF TILES
- 8 W.I. FENCE AND GATE
- 9 1/4" STUCCO REVEAL
- 10 STYROFOAM MOLDING
- 11 STUCCO BOX COLUMN STONE/TILE CLAD'G
- 12 STYROFOAM MOLDING TRIM
- 13 DECORATIVE VENT
- 14 DECORATIVE BEAM
- 15 DECORATIVE LIGHT
- 16 NOT USED
- 17 NOT USED
- 18 6'-0" HIGH NEW CONC. BLOCK FENCE
- 19 1" GLASS MOSAIC TILES PER ARCHITECTURE SPECS
- 20 ORNAMENTAL IRON GRILLE
- 21 CONC. BLOCK COLUMN
- 22 NOT USED
- 23 NOT USED
- 24 NOT USED
- 25 POLISHED BRASS DECORATIVE SPIRE OVER DOME
- 26 RECESSED DECORATIVE TILE
- 27 3/4" STUCCO REVEAL
- 28 12"x12" RECESSED TILE
- 29 16"x16" VENT LOUVERS IN ATTIC
- 30 NOT USED
- 31 NOT USED
- 32 16" HALF CONC. DECORATIVE COL.
- 33 4" POPOUT TOWER BASE
- 34 ACCENT GLASS MOSAIC TILE ARCHITECTURAL SLECT.
- 35 CULTURED STONE CLADDING
- 36 CONC. PRE/FAB CAP.
- 37 CERAMIC TILE W/RAISED FOAM SURROUND.
- 38 42" HIGH WOOD FENCE



SYED RAZA ASSOCIATES A.I.A. ARCHITECT

ARCHITECTURE
PLANNING
CONST. MANAGEMENT

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Chino, CA 91710
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| revision | date |
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| △ ADD SECOND FLOOR | 10-21-15 |
| △ ELEVATIONS REVISED | 06-10-16 |

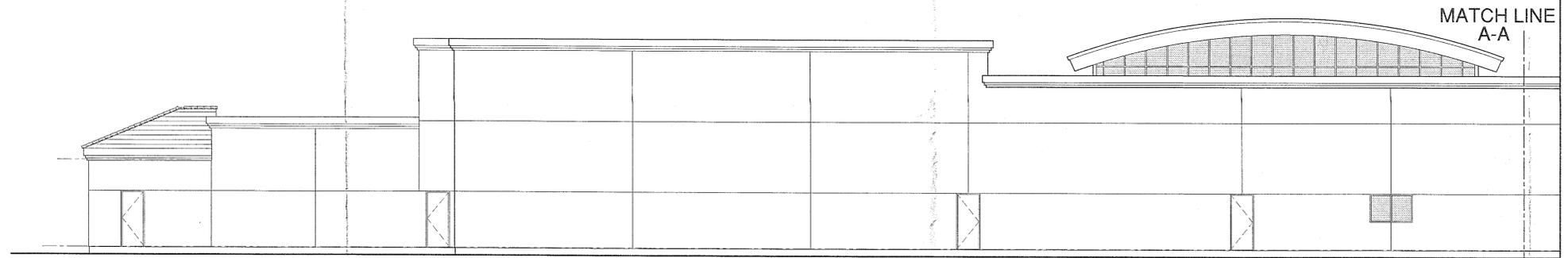
| printing date | |
|---------------|----------|
| | 06-29-16 |
| | 10-21-15 |
| | 07-31-15 |

project
PROPOSED PROJECT FOR SWAMINARAYAN GURUKUL USA
3636 NORCONIAN DRIVE
NORCO, CA. 92860
APN.# 130-240031
TRACT # 23020-1

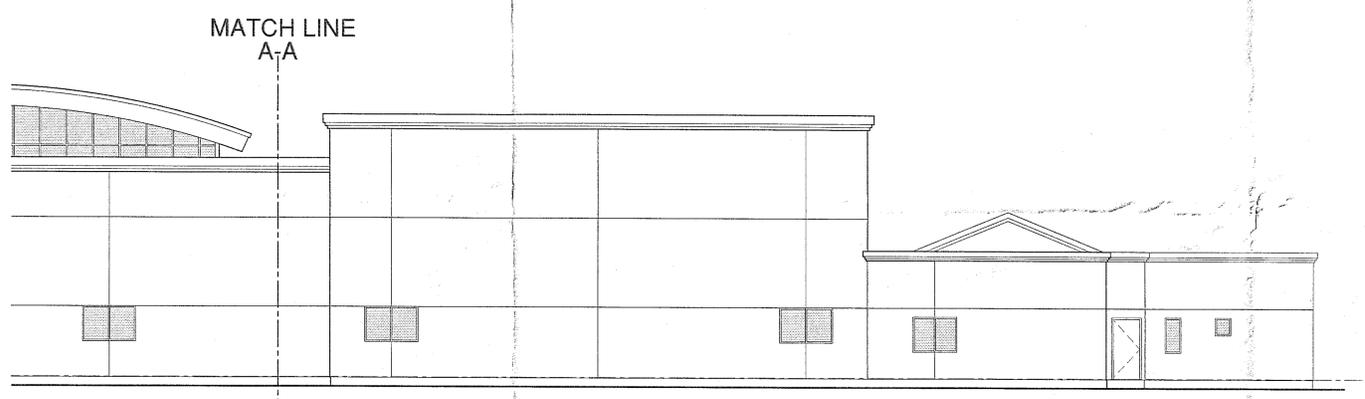
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| project no. | |
| scale | |
| drawn | S.U. |
| checked | S.R. |
| date | 03-26-13 |

sheet title
EXTERIOR ELEVATIONS

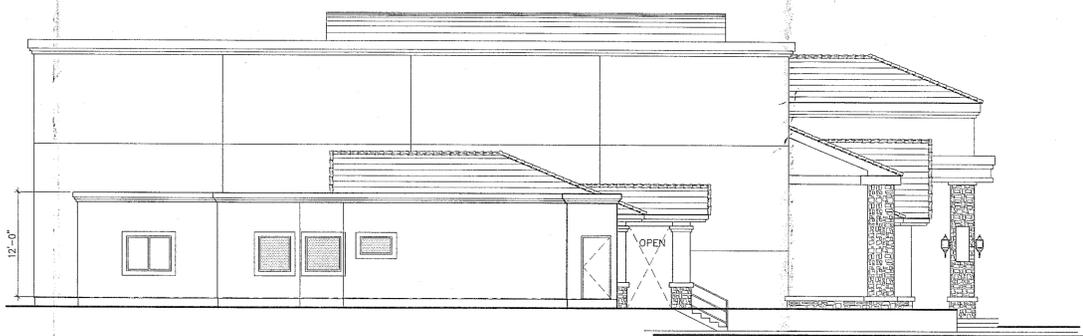
sheet no.
A-5
of



PARTIAL REAR ELEVATION



PARTIAL REAR ELEVATION



LEFT ELEVATION