CITY OF NORCO
CITY COUNCIL REGULAR MEETING AGENDA

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

CALL TO ORDER: 7:00 p.m.

ROLL CALL:

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

PLEDGE OF ALLEGIANCE: Council Member Robin Grundmeyer

INVOCATION

BUSINESS APPRECIATION HONOREE: Stater Bros. Markets

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 July 6, 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. Recap of Actions Taken by the Planning Commission at its Meeting Held on July 13, 2016. **Recommended Action: Receive and file.** (Planning Director)

   D. Quarterly Investment Report for Quarter Ended June 30, 2016. **Recommended Action: Receive and file the Quarterly Investment Report for the Quarter Ended June 30, 2016.** (Finance Officer)

E. Execution of a Regional Pretreatment Agreement between the City of Norco and Western Riverside County Regional Wastewater Authority. **Recommended Action: Approve the Regional Pretreatment Agreement between the City of Norco and Western Riverside County Regional Wastewater Authority.** (Director of Public Works)

F. Acceptance of Quote for Computer services and Miscellaneous Hardware. **Recommended Action: Accept the quote submitted by Dell, Inc. for purchase of computer servers and miscellaneous hardware for the new GIS and work order/asset management systems in the amount not to exceed $32,530.30.** (Director of Public Works)

G. Approval of Professional Services Agreement with Bruno Anderson, DBA ProCompNet, for Information Technology Consulting Services. **Recommended Action: Approve the agreement between the City of Norco and Bruno Anderson, DBA ProCompNet, for information technology consulting services.** (City Manager)

H. Acceptance of Proposal and Award of Performance Services Contract for Water System Valve Assessment Services **Recommended Action: Accept the proposal submitted for performance services to provide Water System Distribution Valve Assessment, Testing and Information Management Program contract to Wachs Water Services and authorize the execute of the contract in the amount not to exceed $100,000.** (Director of Public Works)

I. Acceptance of Proposal for Professional GIS Services **Recommended Action: Accept the proposal submitted by Miller Spatial Services, LLC, to provide professional services for the City's new GIS system in the amount not to exceed $60,000.00** (Director of Public Works)

J. Approval of a Five-Year Lease Agreement with the Norco Fair Committee for a Community Fair at the George Ingalls Equestrian Event Center. **Recommended Action: Approve Five-Year Lease Agreement with the Norco Fair Committee for a Community Fair at the George Ingalls Equestrian Event Center** (Deputy City Manager/Director of Parks, Recreation and Community Services)

K. Acceptance of Proposal for Professional Consulting Services for the Water, Sewer and Recycled Water Rate Study. **Recommended Action: Accept the proposal submitted by Hanksley Consulting, to provide professional consulting services for the preparation of a Water, Sewer, and Recycled Water Rate Study in the amount not to exceed $79,000** (Public Works Director)

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. LEGISLATIVE MATTERS: *No new evidence will be heard from the public as the public hearing has been closed regarding the items listed.*

A. **Ordinance No. 1002, Second 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 second reading.

B. **Ordinance No. 1003, Second 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 second reading.

C. **Ordinance No. 1004, Second 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 second reading.

6. DISCUSSION / ACTION ITEMS:

A. Establishing the Norco Youth Advisory Council (City Clerk)

City Council recognizes youth to be a valuable resource when given the opportunity to plan and implement projects to meet real community needs, and recognizes youth are capable of making a difference in the community. At the March 2, 2016 City Council meeting, Council Member Grundmeyer, with consensus of the City Council, requested that staff research the options for the creation of a program that would increase the level of civic engagement of youth in the community.

Recommended Action: Adopt Resolution No. 2016-52, to approve the creation of the Norco Youth Advisory Council.

7. PUBLIC HEARING:

A. Public Hearing Ordering the Continuation of Landscape Maintenance Districts and Confirming a Diagram and Assessment and Providing for an Annual Assessment Levy for Districts No. 1 - Beazer, Tract 28765; No. 2 – Western Pacific; Tract 25779; No. 3 – Centex, Tract 28626; and No. 5 – Hawk's Crest, Tract 30230. (City Engineer)

The Landscaping and Lighting Act of 1972 requires that an Engineer's Report for existing landscape maintenance districts (LMDs) must be reviewed and approved annually to continue assessments for the districts. The formation of the four districts allow for an annual increase not to exceed the Consumer Price Index (CPI). The CPI ending March 31, 2016 adjustment per parcel assessment in all districts is 1.7%. This year's Engineer's Report includes the estimated fund balance for Fiscal Year ending June 30, 2016 and the cash flow funding needs. Each district requires a 6 month cash flow reserve to sustain the District from the beginning of the fiscal year (July 1) until the City receives from the County of Riverside, its first assessment payment, 6 months later. If the City does not have this reserve, the general fund reserves must "carry" the District. In addition the "needs" includes those Districts that have trail fencing (Districts 2, 3 & 5) a line item establishing a dollar amount to reconstruct the majority of the trail fencing in each District. The "estimated unfunded needs" is the difference between the "fund balance" and the "needs".

Recommended Actions: That the City Council open the Public Hearing and if no more than 50 percent of the property owners within the District protest, it would be appropriate to adopt Resolution No. 2016-47, (Beazer); Resolution No. 2016-48 (Centex); Resolution No. 2016-49, (Norco Ridge Ranch); Resolution No. 2016-50, (Hawk's Crest), ordering the continuation of a Landscaping Maintenance District and confirming a Diagram and Assessment and providing for Annual Assessment Levy.

B. Public Hearing Ordering the Continuation of Landscape Maintenance District and Confirming a Diagram and Assessment and Providing for an Annual Assessment Levy for District No. 4 – Norco Ridge Ranch, Tracts 29588 and 29589 (City Engineer)

The Landscaping and Lighting Act of 1972 requires that an Engineer's Report for existing landscape maintenance districts (LMDs) must be reviewed and approved annually to continue assessments for the districts. The formation of the district allow for an annual increase not to exceed the Consumer Price Index (CPI). The CPI ending March 31, 2016 adjustment per parcel assessment in all districts is 1.7%.

The Engineer's Report includes the estimated fund balance for Fiscal Year ending June 30, 2016 and the cash flow funding needs. The district requires a 6 month cash flow reserve to sustain the District from the beginning of the fiscal year (July 1) until the City receives from the County of Riverside, its first assessment payment, usually in January following the beginning of the Fiscal Year. If the District does not have this reserve, the City would have to cover the cash flow deficit through the General Fund. In addition the "needs" includes a line item establishing a dollar amount to reconstruct the majority of the trail fencing in each District. The "estimated unfunded needs" is the difference between the "fund balance" and the "needs".

Recommended Action: That the City Council open the Public Hearing, discuss the options for the utility overcharge, and if no more than 50 percent of the property owners within the District protest, it would be appropriate to adopt Resolution No. 2016-51, (Norco Ridge Ranch), Ordering the Continuation of a Landscaping Maintenance District and Confirming a Diagram and Assessment and Providing for Annual Assessment Levy.

C. **Ordinance No. 1005, First Reading.** Ordinance Amending Chapter 14.08 "Public Sewerage System Wastes" to the Norco Municipal Code. Code Change 2016-03 (Public Works Director)

Chapter 14.08, Public Sewerage System Wastes, was amended and updated in 2001 (Ordinance 776). Ordinance 776 was modified to remain in compliance with required changes to the Western Riverside County Regional Wastewater Authority (WRCRWA) regional discharge permit issued by the California Regional Water Quality Control Board (RWQCB), Santa Ana Region. The proposed Ordinance revises the City's existing Chapter 14.08 of the Municipal Code to comply with the WRCRWA newly adopted Ordinance 2016-OR8 and the RWQCB requirements for Norco's Industrial Wastewater Pretreatment Program.

Recommended Action: Adopt Ordinance No. 1005 for first reading and schedule the second reading for August 3, 2016.

8. APPEAL HEARING:

A. **Appeal Conditional Use Permit 2015-32 (Mavericks)**: A request to amend Conditional Use Permit 2012-14 (Amendment 3) to expand an existing restaurant/saloon located at 3841 Old Hamner Road in the C-G zone. Three variances are being requested in conjunction with the CUP: **Appeal Variance 2015-06**: A request for a variance from the required number of parking stalls; **Appeal Variance 2015-07**: A request for a variance from the required front-yard setback; **Appeal Variance 2015-08**; A request for a variance from the required amount of landscaping. (Planning Director)

The proposed project is an expansion of an existing restaurant/bar at 3841 Old Hamner Road. It was not in a final presentation form that staff likes to submit to the Planning Commission for its review but the applicant requested that it be brought forward for a decision regardless. To implement the project as designed three variances were needed from applicable code requirements. One variance proposed to reduce the amount of required parking, one to reduce the front setback requirement, and one to reduce the minimum landscaping requirement.

The Planning Commission denied the project without prejudice which means that the applicant can reapply without having to wait a year before reapplying which is the case with an outright denial. The action of the Planning Commission was appealed by the City Council.

9. 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. This meeting is recorded.

CITY OF NORCO
CITY COUNCIL REGULAR MEETING MINUTES

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

CALL TO ORDER: 6:00 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

The City Council recessed 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)

City Attorney John Harper indicated that there was no reportable action from Closed Session.

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Greg Newton

INVOCATION: Geoff Kahan

PROCLAMATION: Parks Make Life Better Month – July 2016

Mayor Bash presented Brian Petree, Deputy City Manager/Director of Parks, Recreation and Community Services Director, with the proclamation and urged all citizens to use and enjoy City parks, trails, open space, facilities, and recreation opportunities.

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

Battalion Chief Scott Lane presented an overview of the services provided to the City, emergency preparedness, Emergency Operations Center training, and updates to recent fire incidents.

CITY COUNCIL BUSINESS ITEMS AS FOLLOWS:

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

Council Member Hanna:

- On July 5th, toured Cal Fire's specialized locations. Visited Cal Fire's headquarters facility and Emergency Command Center in Perris, the Air Attack/Helitack Base in Hemet, and the Ben Clark Training Center in Riverside.
- Attended a Northwest Mosquito and Vector Control meeting; reported that there are five suspected cases of the Zika Virus in Riverside County and one confirmed case in the City of Murrieta.
- Attended a Riverside Transit Agency meeting and reported that the ridership fluctuates due to the hot weather. During the summer, students under the age of 18 can ride for $0.25. Adults ride for $3.00. Norco College students voted to accept the "Go Pass." Full-time students can ride for $5.50 per semester, and $5.00 per semester for part-time students.
- Commented on the National Day of the American Cowboy event on July 23, 2016 at Ingalls Park.

Council Member Grundmeyer:

- Participated in the Cal Fire specialized locations tour on July 5th.

Council Member Hoffman:

- As a member of the Norco Animal Rescue Team (NART), met with CalFire , Sheriff and City staff to update NART's emergency plan this summer.
- Attended a Local Agency Formation Commission meeting on May 26th.
- Participated in the Cal Fire specialized locations tour on July 5th.
- Attended the Economic Development Advisory Council meeting on June 28th.

Mayor Pro Tem Newton:

- Noted that the Chino Basin Desalter Authority meeting will be held tomorrow, July 7th. Commented that the refunding of the bond issue of 2008 will result in a net present value savings of $498,500 to the City.

Mayor Bash:

- Commented on the success of the 4th of July event.
- Attended a Senior Advisory Committee meeting.
- Noted that he is part of a Committee which is in the process of choosing a new Norco College president.

2. CITY COUNCIL CONSENT ITEMS:

City Manager Okoro removed item 2.F. from the agenda. He explained that Balboa Management has made the July 1, 2016 payment and no longer wishes to proceed with the request for a quarterly payment schedule.

Council Member Hoffman pulled item 2.E. for discussion.

M/S HANNA/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 Regular Meeting Minutes of June 15, 2016. **Action: Approved the City Council regular meeting minutes.** (City Clerk)

B. Procedural Step to Approve Ordinance after Reading of Title Only. **Action: Approved.** (City Clerk)

C. Designation of Voting Delegate and Alternates for the 2016 League of California Cities Annual Conference. **Action: Adopted 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. **Action: Approved 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. **Pulled for Discussion.** (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. **Removed from the agenda.** (City Manager)

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

2.E. Acceptance of Proposal and Award of Performance Services Contract for On-Call Street Striping and Pavement Marking Services. (Director of Public Works)

In response to Council Member Hoffman, Director Blais indicated that there is specific language in the contract stating that work cannot be initiated, completed or compensated unless authorized by the City.

M/S HOFFMAN/BASH to 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. The motion was carried by the following roll call vote:

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

4. PUBLIC COMMENTS:

Lance Gregory expressed his concern about the illegal fireworks activity in the City and the traumatic effect on animals. Mr. Gregory suggested that the City consider education programs to help alleviate the problem. He also asked residents to step forward in working together as a community by calling in and reporting illegal fireworks activity.

Gary Cervantes concurred with Mr. Gregory's comments. Mr. Cervantes also commented on the request from Balboa Management to change the payment schedule. Mr. Cervantes expressed that he wants to be assured that the terms are the agreement are kept and that Balboa makes the payments.

Pat Overstreet commented on the upcoming Norco Community Town Hall Meeting scheduled on July 25, 2016, at Nellie Weaver Hall. The community will hear updates from regional agencies, community organizations and City staff.

Geoff Kahan commented on the Concerts in the Parks event last Friday, which was a big success. The next concert is July 8, 6-8pm at Pikes Peak Park. Mr. Kahan thanked the Parks and Recreation Department staff for their hard work with this concert series and other recreational activities.

Foro Cueva said he moved to Norco on Detroit Avenue nearly three years ago. Mr. Cueva expressed concern that no street improvements have been made during that time. He said he also has made requests for decomposed granite for the trails in front of his home but there has been a lack of response from the City. Mr. Cueva also expressed his frustration with Waste Management using his street to stage multiple trash dumpsters on trash day. Mr. Cueva called out to residents for support to clean up the streets and take pride in the community.

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)

Director King indicated that 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.

Mayor Pro Tem Newton suggested including the wording "attached car wash" to the Ordinance to avoid a free-standing use.

In response to Council Member Hoffman, Director King indicated that the residents adjacent to the project will not be impacted by the noise of the car wash as it will not exceed the levels contained in the Norco Municipal Code.

In response to Council Member Hanna, Director King noted that the car wash does not take away the ability for trucks and trailers to enter the shopping center.

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/NEWTON modify the language of the Ordinance to include the wording "attached car wash." The motion was carried by the following roll call vote:
AYES: BASH, GRUNDMEYER, HANNA, HOFFMAN, NEWTON
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

M/S NEWTON/BASH to adopt Ordinance No. 1002, for first reading and schedule the second reading for July 20, 2016. The motion was carried by the following roll call vote:
AYES: BASH, GRUNDMEYER, HANNA, HOFFMAN, NEWTON
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

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)

Director King reported that 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.

Council Member Grundmeyer referenced the table in the staff report which notes one parking space per room and two spaces for the managers and asked why parking allotments for managers were not included for Norco. Director King indicated that when

Norco incorporated in 1964, it was typical to adopt Ordinances that were similar to the County Ordinance. Also, the City wants to attract hotels in which hotel employees and managers do not stay on site. Also in response to Council Member Grundmeyer, Director King stated that no parking issues are anticipated if hotels are at full capacity.

Council Member Hanna asked how the parking will affect hotel guests traveling with trailers. Director King said that hotels are asked to provide parking spaces that are face-to-face so that a driver may pull in on one end, park and proceed straight through the space to exit.

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 BASH/HOFFMAN to adopt Ordinance No. 1003, for first reading and schedule the second reading for July 20, 2016. The motion was carried by the following roll call vote:
AYES: BASH, GRUNDMEYER, HANNA, HOFFMAN, NEWTON
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

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

Battalion Chief Scott Lane reported that 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.

There was some discussion between Council Members about finding ways to have weed abatement done by some other service other than the Fire Department. A suggestion was made to increase fees; however, City Attorney Harper indicated that the City may only charge for the actual cost of the weed abatement. Battalion Chief Lane noted that property owners in violation are charged an administrative fee, which covers staff costs.

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/HOFFMAN to 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. The motion was carried by the following roll call vote:
AYES: BASH, GRUNDMEYER, HANNA, HOFFMAN, NEWTON
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

D. **Ordinance No. 1004, First Reading, Code Change 2016-02:** 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)

City Attorney Harper reported that 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.

In response to Council Member Hoffman, City Clerk Link stated that the cost of elections is not clearly known at this time but is anticipated to remain within the current cost range of $35,000-$45,000. The additional cost at this time is estimated at $5,000-$7,000 for notification to registered voters of the change of the election cycle.

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/HOFFMAN to adopt Ordinance No. 1004, for first reading and schedule the second reading for July 20, 2016. The motion was carried by the following roll call vote:

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

Mayor Bash recessed the meeting at 8:27pm and reconvened at 8:40pm

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)

Director King reported that 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.

Director King noted that one of the concerns of the Planning Commission, and the need for the variance, is that the domes and the arch exceed the 35-foot maximum height provision, the design did not reflect western architecture, the amount of grading and retaining walls needed for the project, and parking concerns. The Planning Commission determined that these issues were too much to overcome. Director King added that based on some of the Commission's concerns, the applicant has provided a revised conceptual design that places the project under the 35-foot provision, and therefore, a variance would not be needed. Mr. King also added that a neighborhood meeting was held June 14 to address concerns about what residents would see from their properties, hence the applicant provided line of sight renderings.

In response to Mayor Pro Tem Newton, Director King stated that the applicant was firm on the design of the project until the Planning Commission denied the project, at which time the applicant submitted a revised conceptual design. Mayor Pro Tem Newton commented on parking research for a general meeting area with no fixed seats. In the Norco Municipal Code Section 18.38, it states that when there are no fixed seats, to assume 18 inches per individual. Mayor Pro Tem Newton asked if this was taken into consideration for the assembly room. Director King stated that there are two big open rooms – a sanctuary and a multipurpose room – and the applicant has stated that there will be no seating in the sanctuary. Staff used the next closest similar use, which is Open Gymnasium for Public Gathering and in that situation the parking requirement is one space for every 35 square feet.

Mayor Pro Tem Newton referenced the site plan and expressed concerns about drainage in the upper quadrant of the property on the site plan. Mr. Newton said that if the detention basin fills, it will drain to adjoining properties. Director Blais indicated that there is an allowance to have drainage from an improved site flow off the property and cross drain to an adjoining property. He stated that staff would have to review this further to determine how to effectively allow the water to drain through the properties with the least amount of impact. Mr. Newton referenced the underground storage facility to accept storm water. If that overfills then it is to be connected to the storm drain. He suggested that connecting to the storm drain be a condition of approval. There was also some discussion about the sewer line. The sewer line would connect to Norco Drive. Director Blais noted that the ultimate design for that area is a full-width, 60-foot-wide street. Mayor Pro Tem Newton suggested that a condition of approval be that the applicant make improvements for a full-width street with curb and gutter related to all the street work necessary for the water and sewer improvements.

Council Member Hoffman commented on the retention wall near the water tank and asked if it will affect stability of the water tank. Director Blais said he would have to review further before making a determination. Council Member Hoffman also commented on the line of sight and asked how it would affect the historic value of the Norconian Hotel. Director King stated that the impact of the visibility is hard to quantify. Council Member Hoffman suggested that Historic Resources Consultant Bill Wilkman be consulted on this matter.

Council Member Grundmeyer expressed concern that the City Council received a conceptual design that the Planning Commission was not given the opportunity to review. She commented on the review process and that it should be followed. Director King noted that the City Council has the option of considering the revised design or send it back to the Planning Commission for review.

Council Member Hanna expressed concerns about drainage and the amount of grading needed for the project.

Mayor Bash commented that staff has been working with the applicant for approximately two years. In response to some questions, Director King stated that the project is exempt from CEQA review. Mayor Bash commented on the historical value of the Norconian Hotel as well as the water tower, which is 50 years old. Mayor Bash said that the Norconian Hotel view is something to be respected.

Mayor Bash opened the public hearing and asked for the appearance of those wishing to speak on this matter.

Sam Akbakpar, applicant, thanked the Council for the opportunity to present the project for consideration. Mr. Akbakpar said there was not much of an opportunity for dialogue at the Planning Commission level. The applicant said he is willing to make design changes which is evident with the conceptual design provided to Council. The revised design addresses some of the concerns raised by the Planning Commission – height and western architecture. The applicant said he is willing to make street, water and sewer improvements.

Manu Patolia, applicant, thanked for the opportunity to present. Mr. Patolia read a brief statement about the temple's background and history. He said he understands that residents are concerned and rightfully cautious. Mr. Patolia requested an open dialogue and is available for any questions.

Saundra Higgins questioned why the applicants chose this specific location. She said that Norco is a horse community and is concerned because the project does not fit. Ms. Higgins expressed her concerns about the residence at the church, as no other church in Norco is allowed to have a residence on the property. She also said she is opposed to the project because it is too large for the site and is concerned about drainage.

Holly Pennington said she lives across the street from Turning Point Church and concurred with the concerns noted by Ms. Higgins.

Amy Labeta commented that it is important for the City to maintain its culture. She thanked the applicant for the revised plans but asked why the property could not be kept as is – open space. Ms. Labeta said given the concerns mentioned, the applicant needs to find a more suitable location.

Andrew Brown said he is a long-time resident and has a good grasp of what Norco is and has been. He said he lives off of Norco Drive and that he would be directly impacted by the increased traffic. Mr. Brown expressed his concern that the claim is that it is a church and cultural center, yet the project has gated fences.

Robert Brown expressed concerns about traffic. Mr. Brown said he attended the Planning Commission meeting and there was plenty of time given for dialogue; instead the applicant was not flexible. Mr. Brown also said that 100 parking stalls for the project is not sufficient.

Alyson Brown said she opposes project. She said she moved to Norco to escape city life. Mrs. Brown said Norco is unique for its open space and said that the view of the Norconian should be considered.

Linda Dixon said she attended the Planning Commission meeting and disagrees with the applicant; the Planning Commission over-extended themselves to help the applicant and tried to find ways to make the project work. Ms. Dixon said that the project has so much to overcome and that it does not comply with City codes and standards. Ms. Dixon indicated that she has spent many years donating her time to preserve and protect the Norconian Hotel and that the City should be careful as to what is developed in the vicinity. She encouraged the Council to uphold the Planning Commission action or send it back to the Planning Commission for reconsideration.

Pat Overstreet said that the applicant needs to find a more appropriate location for the project of this size. Ms. Overstreet also commented that the Planning Commission did their due diligence.

Bill Naylor said that he attended the Planning Commission meeting and the Commission was willing to help. He recommended that the Council deny the project.

Dave Vadodaria said that this center will bond the communities and enhance and promote Norco culture.

Brett and Savannah Mangrolia thanked the City Council for the opportunity to present the project. They said that the project will enhance the community. They said that the hurdles facing the project can be overcome. Mr. and Mrs. Mangrolia said they were available for questions and have open doors for residents wanting to learn more.

Ashok Patel said he is associated with the church and that the main objective is a commitment to serve the community. Mr. Patel said that this project would add value to the City.

Daniella Segovia said she has been a resident since 1990 and moved here because of the equestrian lifestyle and culture. She questioned the need for an environmental impact report and expressed her concerns about water runoff Ms. Segovia said that the roads are in need of major repair and that the roads cannot support the amount of traffic that will result from this project. Ms. Segovia commented on the need to maintain Norco and asked Council Members to weigh their decision heavily on what their constituents want.

Karen Leonard said she attended the Planning Commission meeting and the applicants were not willing to compromise. Ms. Leonard suggested that the Council deny the project or send it back to the Planning Commission.

Melissa Woodward expressed concerns about the water tower as it could be a safety issue. She said the traffic is not fair to the residents and businesses in the area. Ms. Woodward asked the Council to deny the project.

Sam Akbarpar, applicant, responded the some of the concerns raised. He said that there was no criticism on his part of the Planning Commission; instead he is asked for the opportunity to work it out. He wants to work with the City to find resolution to the issues about the water tower, traffic, and other issues brought up. Mr. Akbarpar said that he wouldn't have accepted the job of engineering the project if he felt it wasn't safe.

There was some discussion between Council and staff regarding the onsite residence and the commercial kitchen. Director King said from a land use perspective and the Norco Municipal Code, there is a provision for onsite residences for churches. Director Petree stated that the State Health Department would be charged with the inspection and approval of the commercial kitchen.

Mayor Pro Tem Newton commented that he looked at the overall site, considering the site constraints and costs, and asked why the applicant chose this site for the project. In response, Mr. Akbarpar indicated that the organization looked at many sites and chose Norco for its open space, the view from the site, and that there aren't many neighbors adjacent to the site. Mr. Newton added that as he was traveling on Interstate 15 near Limonite Avenue when he noticed what the visual impact would be. He said the project would be well screened from an up close view, but from a distance the project would be highly visible.

Council Member Hanna read a portion of Norco Municipal Code 18.41.02, Intent and Purpose, "It is hereby found and declared that the City of Norco lies in a natural setting of rural, scenic and historical beauty; that his rural environment generates a strong characteristic for development of Norco as a new equestrian focal point in Southern California..." Mr. Hanna said that for decades he has seen much development or proposed development that has tried to change this lifestyle. Mr. Hanna said he has fought to protect the lifestyle and stated that the project does not fit the community and opposes the project.

Mayor Bash reiterated a comment made by the applicant that the dome on the temple is essential so that it may be visible for many miles and that it does not have any significant religious meaning. The applicant said there is nothing in the architecture that has any significant religious meaning. Mayor Bash commented that it is not just about the western architecture but open space and the historical value of the Norconian Hotel. The Norconian Hotel, which has a Spanish colonial style, has been an influence for the last 85 years, including an influence in architecture with surrounding properties. Mayor Bash he recommends upholding the Planning Commission action.

Mr. Akbarpar thanked the Council for their time and input and reiterated his willingness to further work with Council on solutions.

Mayor Bash closed the public hearing.

Council Member Hoffman noted that he served on the Planning Commission with Commission Member Philip Jaffarian and maintains a high level of respect for his expertise and vision. Mr. Hoffman noted that Mr. Jaffarian also serves on the Architectural Review Committee and lends suggestions and visions that others do not see or consider. Council Member Hoffman read the minutes of the Planning Commission meeting, particularly comments made by Commission Member Jaffarian inwhich he states that the project is not the right size and shape for the site and cannot be accepted as presented. Council Member Hoffman suggested sending the project back to the Planning Commission.

Mayor Pro Tem Newton provided findings to support his motion. The first finding is that the requested Conditional Use Permit will adversely affect the general welfare of the persons residing or working in the neighborhood. The second finding is that the requested use will adversely affect the adjoining land uses. The third finding is that the size and shape of the site proposed for the use is not adequate to allow for full development of the proposed use in a manner that is not detrimental to that particular area.

M/S NEWTON/BASH to uphold the Planning Commission's action to deny Conditional Use Permit 2014-10 and Variance 2014-65. 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:

City Manager Okoro introduced Arturo (Art) Garcia, a graduate of University of California Riverside as a Management Intern assigned to the City of Norco from WRCOG under their Executive Fellows Program. Mr. Garcia will provide up to 960 hours of service to the City of Norco through March 2017. Mr. Okoro added that Mr. Garcia's salary and benefits will be fully paid by WRCOG.

Council Member Hoffman requested the need to improve enforcement on illegal fireworks and suggested collaborative efforts with the County of Riverside. Council Member Hoffman requested to agendize this issue.

M/S HOFFMAN/BASH to agendize reviewing options to improve education and enforcement related to the use of illegal fireworks in the City. The motion was carried by the following roll call vote:
AYES: BASH, GRUNDMEYER, HANNA, HOFFMAN, NEWTON
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

ADJOURNMENT

Mayor Bash adjourned the meeting at 11:05 p.m.

Cheryl L. Link, CMC, City Clerk

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

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

CALLED TO ORDER:	**7:00 p.m.**
ROLL CALL:	Patricia Hedges, Chair – **Present** Robert Leonard, Vice Chair – **Present** Danny Azevedo, Commission Member – **Present** Phil Jaffarian, Commission Member – **Absent** John Rigler, Commission Member – **Absent**
PLEDGE OF ALLEGIANCE:	**Vice Chair Robert Leonard**
APPEAL NOTICE:	**Read by Director King**
OATH OF OFFICE:	Re-appointed Commission Member Patricia Hedges

1. PUBLIC COMMENTS: **None**

2. APPROVAL OF MINUTES:
   A. Minutes of Regular Meeting of May 11, 2016. Recommended Action: Approval (Minutes Clerk) **Approved 3-0-2**

3. CONTINUED PUBLIC HEARING:

   A. **Conditional Use Permit 2016-13 (Davis):** A request for approval to allow a detached accessory building consisting of a 2,400 square-foot storage/hobby shop building at 2579 Echo Hill Drive located within the A-1-20 (Agricultural Low Density) Zone. Recommended Action: Continue to August 10, 2016 Planning Commission Regular Meeting (Senior Planner)
   Action: Continued to August 10, 2016

4. PUBLIC HEARINGS:

   A. **Conditional Use Permit 2016-23 (Coleman):** A request for approval to allow a detached accessory building consisting of a 960 square-foot garage/storage building at 2697 Shadow Canyon Circle located within the A-E (Agricultural Estate) Zone. Recommended Action: Approval (Senior Planner)
   Action: Approved 3-0-2, this action is final unless appealed to City Council.

B. **Conditional Use Permit 2016-16 (Jackson):** A request for approval to allow a detached accessory building consisting of a 1,760 square-foot garage/workshop building with 204 square feet of covered patio area at 4192 Center Avenue located within the A-1-20 (Agricultural Low Density) Zone. Recommended Action: Approval (Senior Planner)
Action: Approved 2-1-2 (Azevedo opposed), this action is final unless appealed to the City Council.

C. **Conditional Use Permit 2016-18 (Morris):** A request for approval to allow a detached accessory building consisting of a 2,400 square-foot storage building at 4714 Pedley Avenue located within the A-1-20 (Agricultural Low Density) Zone. Recommended Action: Approval (Senior Planner)
Action: Approved 3-0-2, this action is final unless appealed to City Council.

D. **Conditional Use Permits 2016-19 and 2016-20 (Holly/HC&D Architects):** A proposal to allow a pediatric therapy riding and education facility at 4211 Valley View Avenue which includes: a new therapy facility building, two adjoining caretaker dwelling units, and related accessory buildings on an existing residential lot with an existing residence that will serve as the facility manager's residence. The property is located in the A-1-20 (Agricultural Low Density) zone. Recommended Action: Approval (Planning Director)
Action: Approved 3-0-2, this action is final unless appealed to the City Council.

E. **Specific Plan 90-01 Amendment 13:** A proposal to amend the Permitted Uses and Development Standards sections of the Industrial District of the Gateway Specific Plan. Recommended Action: Approval (Planning Director)
Action: Continued to August 10, 2016 to allow input from two absent Planning Commission members.

F. **Specific Plan 91-02 Amendment 7:** A proposal to amend the regulations for the Equestrian Residential District with regards to the allowed lot and pad area coverage. Recommended Action: Continue public hearing to August 10, 2016 (Planning Director)
Action: Continued public hearing to a special meeting on July 27, 2016

5. BUSINESS ITEMS:

A. **Site Plan 2016-10(Cisneros):** A request for approval to allow a detached accessory building consisting of a 640 square-foot workshop/storage building at 2310 Red Cloud Court located within the A-1-20 (Agricultural Low Density) Zone. Recommended Action: Approval (Senior Planner)
Action: Approved 3-0-2, this action is final unless appealed to the City Council

B. **Special Sign Permit 2016-01(AD/S/Balboa Management Group LLC):** A request for approval of a freeway-oriented pylon sign on property located at 5555 Hamner Avenue (Silverlakes) located within the OS (Open Space Zone). Recommended Action: Approval (Planning Director)
Action: The applicant requested that this item be continued, continued to a special meeting on July 27, 2016.

6. DISCUSSION ITEMS:

A. Discussion of Lot Coverage with Regards to the Massing of Accessory Buildings. Recommended Action: Provide Direction for a public hearing (Planning Director)
Action: Continued to August 10, 2016

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

A. Oral Reports from Various Committees
B. Request for Items on Future Agenda (within the purview of the Commission)

ADJOURNMENT: 9:15 p.m.

CITY OF NORCO
STAFF REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Andy Okoro, City Manager
PREPARED BY:	Gina Schuchard, Finance Officer
DATE:	July 20, 2016
SUBJECT:	Quarterly Investment Report for Quarter Ended June 30, 2016
RECOMMENDATION:	Receive and file the Quarterly Investment Report for the Quarter Ended June 30, 2016.

SUMMARY: Staff is recommending that the City Council receive and file the City's quarterly investment report for the quarter ended June 30, 2016. This report has been prepared to meet the requirements of the City's Investment Policy and applicable sections of the State of California Government Code.

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

The attached schedules (attachments 1 through 4) have been prepared to meet the detailed requirements of the Government Code and the City's Investment Policy as approved by the Council on May 18, 2016. It is to be noted that the Investment Policy excludes certain investments (bond proceeds) from these requirements. This means that bond proceeds are invested in accordance with the provisions of the bond indentures rather than the provisions of the Investment Policy. Consequently, in determining whether the operating portfolio holdings are in compliance with the Government Code and the approved Investment Policy, investments of bond proceeds have been excluded.

Attachment 1 provides a summary schedule of the City's operating portfolio holdings by type as of June 30, 2016. This summary also provides information on whether or not each investment category complies with the limitations imposed by state law and the City's Investment Policy. Investments that are subject to the Statement of Investment Policy are operating/idle funds invested by the Treasurer within the provisions of the approved Investment Policy. During the quarter ended June 30, 2016, the operating portfolio increased by a net amount of $5 million from $43 million to $48 million due to cash receipts exceeding disbursements. The excess of cash receipts over cash

disbursements was anticipated during the quarter as revenue receipts during the fourth quarter of the fiscal year usually exceeds disbursements for expenditures. This is due primarily to the receipt of the second installment of property tax for the City and Successor Agency. The Successor Agency property tax received will be used for Successor Agency debt service payments in August. In comparing the current quarter to last year's quarter, the prior year operating portfolio was higher due to the availability of Water and Sewer CIP funds that have since been allocated to project expenditures.

Attachment 2 provides a graphical breakdown of the operating portfolio holdings by investment type as of June 30, 216. This chart is for investments that are subject to the Investment Policy. The operating portfolio consisted of 95% investment in the State of California Local Agency Investment Fund (LAIF). The remaining 5% comprises of cash and certificates of deposit.

A summary of investments not subject to the provisions of the Investment Policy (bond proceeds and debt service reserve funds) is also shown on Attachment 1. These funds are invested in accordance with applicable bond indenture provisions. During the quarter ended June 30, 2016, bond proceeds and debt service reserve fund portfolio increased by a net amount of $57,000 from $11,919,948 to $11,976,969 mainly due to investment earnings.

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

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

FINANCIAL IMPACT: Not Applicable.

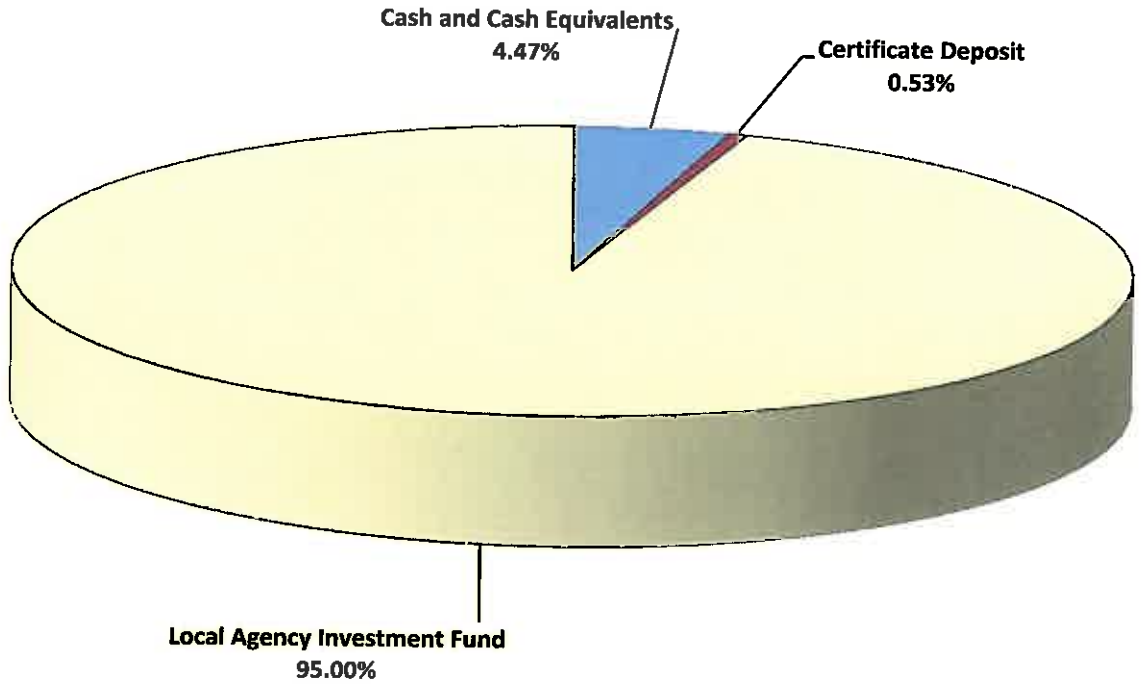
Attachments: 1 - Portfolio Summary
2 - Summary of City Portfolio (graph)
3 - Portfolio Details
4 - Certification Form

City of Norco, California
Portfolio Summary
As of June 30, 2016

City Investments Subject to Investment Policy		Market Value	Percentage	Policy Maximum	Compliance
Cash and Cash Equivalents	$	2,147,634	4.47%	15.00%	In Compliance
Certificate Deposit		255,684	0.53%	30.00%	In Compliance
Local Agency Investment Fund		45,682,570	95.00%	$50.0 Million	In Compliance
Total	$	48,085,889	100.00%		

City Investments Not Subject to Investment Policy		Market Value	Percentage
Community Facilities Districts	$	2,444,147	20.41%
Sewer and Water System		1,439,015	12.01%
Refunding Tax Allocation Bonds		8,093,808	67.58%
Total	$	11,976,969	100.00%

Summary of City Portfolio
(Investments Subject to Investment Policy)
As of June 30, 2016



Attachment 2

City of Norco, California
Portfolio Details
As of June 30, 2016

Investments Subject to Policy

Cash & Cash Equivalents

Purchase Date	Maturity Date	CUSIP #	Description of Security	Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
N/A	N/A	N/A	Checking Accounts	Wells Fargo	N/A	N/A	0.00%	N/A	2,147,634	2,147,634
			Subtotal	**Wells Fargo**					**2,147,634**	**2,147,634**
4/20/2016	4/19/2017	2329958022	Certificate Deposit	Citizen Business Bk	N/A	0.35%	0.35%	N/A	102,640	102,640
3/25/2016	12/3/2016	2329958065	Certificate Deposit	Citizen Business Bk	N/A	0.25%	0.25%	N/A	153,044	153,044
			Subtotal	**Wells Fargo**					**255,684**	**255,684**

Local Agency Investment Fund

Purchase Date	Maturity Date	CUSIP #	Description of Security	Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
N/A	N/A	N/A	Local Agency Investment Fund	State of California	N/A	N/A	N/A	N/A	45,682,570	45,682,570
			Subtotal						**45,682,570**	**45,682,570**
			Total Investments Subject to Policy						**48,085,889**	**48,085,889**

City of Norco, California
Portfolio Details
As of June 30, 2016

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

Cash and Cash Equivalents

Purchase Date	Maturity Date	CUSIP #	Description of Security		Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
N/A	N/A	N/A	First American Government Obligation	791884000	US Bank	N/A	N/A	0.01%	N/A	2,958	2,958
N/A	N/A	N/A	First American Government Obligation	791884004	US Bank	N/A	N/A	0.01%	N/A	10,307	10,307
N/A	N/A	N/A	First American Government Obligation	794148000	US Bank	N/A	N/A	0.00%	N/A	1	1
N/A	N/A	N/A	First American Government Obligation	794148002	US Bank	N/A	N/A	0.01%	N/A	7,069	7,069
			Subtotal							**20,334**	**20,334**

Local Agency Investment Fund

Purchase Date	Maturity Date	CUSIP #	Description of Security		Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
N/A	N/A	N/A	Local Agency Investment Fund	CFD 93-1	State of California	N/A	N/A	N/A	N/A	107,742	107,742
N/A	N/A	N/A	Local Agency Investment Fund	CFD 2002-1	State of California	N/A	N/A	N/A	N/A	54,402	54,402
			Subtotal							**162,144**	**162,144**

U.S. and Agency Securities

Purchase Date	Maturity Date	CUSIP #	Description of Security		Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
6/14/2016	12/14/2020	3133EGEU5	Federal Farm Credit Banks	794148002	US Bank	AAA*	1.540%	1.530%	1,740,000	1,740,000	1,745,359
7/28/2015	7/28/2020	3130A5YA1	Federal Home Loan Bank	794148002	US Bank	AAA*	1.90%	1.90%	4,000	4,000	4,003
3/30/2016	3/23/2021	3136G3CR4 (2)	F N M A M T N	791884004	US Bank	AAA*	1.00%	1.00%	512,000	512,000	512,307
									2,256,000	**2,256,000**	**2,261,669**
			Total Community Facilities Districts							**2,438,478**	**2,444,147**

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

Cash and Cash Equivalents

Purchase Date	Maturity Date	CUSIP #	Description of Security		Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
N/A	N/A	N/A	First American Prime Obligations	130584000	US Bank	AAA	N/A	0.00%	N/A	7	7
N/A	N/A	N/A	U.S. Bank N.A. Open. Commerical Paper	130584001	US Bank	N/A	N/A	0.00%	N/A	9,065	9,065
			Subtotal							**9,072**	**9,072**

City of Norco, California
Portfolio Details
As of June 30, 2016

U.S. and Agency Securities

Purchase Date	Maturity Date	CUSIP #	Description of Security		Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
8/19/2015	9/8/2016	3133EEXS4	Federal Farm Credit Banks	130584001	US Bank	AAA*	0.45%	0.45%	1,430,000	1,430,000	1,429,943
			Subtotal							1,430,000	1,429,943
			Total Sewer and Water System							**1,439,072**	**1,439,015**

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

Cash & Cash Equivalents

Purchase Date	Maturity Date	CUSIP #	Description of Security		Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
N/A	N/A	N/A	U.S. Bank N.A. Open, Commerical Paper	94662507	US Bank	N/A	N/A	0.00%	N/A	1,201,142	1,201,142
N/A	N/A	N/A	First American Government Obligation	792126003	US Bank	N/A	N/A	0.01%	N/A	6,836	6,836
N/A	N/A	N/A	First American Government Obligation	792126004	US Bank	N/A	N/A	0.01%	N/A	1,505	1,505
N/A	N/A	N/A	First American Government Obligation	129543000	US Bank	N/A	N/A	0.01%	N/A	2,706	2,706
N/A	N/A	N/A	First American Government Obligation	129543003	US Bank	N/A	N/A	0.01%	N/A	2,137	2,137
N/A	N/A	N/A	US Bank Money Market	140828001	US Bank	N/A	N/A	0.12%	N/A	8	8
N/A	N/A	N/A	US Bank Money Market	140828002	US Bank	N/A	N/A	0.00%	N/A	2	2
N/A	N/A	N/A	US Bank Money Market	140828004	US Bank	N/A	N/A	0.10%	N/A	5,196	5,196
N/A	N/A	N/A	US Bank Money Market	140828005	US Bank	N/A	N/A	0.07%	N/A	14	14
N/A	N/A	N/A	US Bank Money Market	210857000	US Bank	N/A	N/A	0.10%	N/A	5,854	5,854
N/A	N/A	N/A	US Bank Money Market	210857001	US Bank	N/A	N/A	0.00%	N/A	3	3
N/A	N/A	N/A	US Bank Money Market	210857002	US Bank	N/A	N/A	0.00%	N/A	5	5
N/A	N/A	N/A	US Bank Money Market	210858000	US Bank	N/A	N/A	0.10%	N/A	9,988	9,988
N/A	N/A	N/A	US Bank Money Market	210858001	US Bank	N/A	N/A	0.00%	N/A	4	4
N/A	N/A	N/A	US Bank Money Market	210858002	US Bank	N/A	N/A	0.11%	N/A	18	18
			Subtotal							**1,235,419**	**1,235,419**

Local Agency Investment Fund

Purchase Date	Maturity Date	CUSIP #	Description of Security		Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
N/A	N/A	N/A	Local Agency Investment Fund	2010 TABs	State of California	N/A	N/A	N/A	N/A	22,728	22,728
N/A	N/A	N/A	Local Agency Investment Fund	2003 TABs	State of California	N/A	N/A	N/A	N/A	641,934	641,934
			Subtotal							**664,661**	**664,661**

City of Norco, California
Portfolio Details
As of June 30, 2016

U.S. and Agency Securities

Purchase Date	Maturity Date	CUSIP #	Description of Security		Account	Rating	Coupon Rate	Yield to Maturity	Face Value	Cost	Market Value
8/19/2015	9/8/2016	3133EEXS4	Federal Farm Credit Banks	94662507	US Bank	AAA*	0.450%	0.450%	570,000	570,000	569,977
6/14/2016	12/14/2020	3133EGEU5	Federal Farm Credit Banks	792126003	US Bank	AAA*	1.540%	1.530%	1,558,000	1,558,000	1,562,799
6/14/2016	12/14/2020	3133EGEU5	Federal Farm Credit Banks	129543003	US Bank	AAA*	1.540%	1.530%	977,000	977,000	980,009
3/30/2016	3/23/2021	3136G3CR4 (2)	F N M A M T N	140828004	US Bank	AAA*	1.000%	1.00%	1,488,000	1,488,000	1,488,893
7/28/2015	7/28/2020	3130A5YA1	Federal Home Loan Bks	210858003	US Bank	AAA*	1.900%	1.90%	1,051,000	1,051,000	1,051,694
7/28/2015	7/28/2020	3130A5YA1	Federal Home Loan Bks	210857003	US Bank	AAA*	1.900%	1.90%	540,000	540,000	540,356
			Subtotal						**6,184,000**	**6,184,000**	**6,193,728**
			Total Refunding Tax Allocation Bonds							**8,084,080**	**8,093,808**
			Total Investments Not Subject to Policy							**11,981,630**	**11,976,969**

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

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

Attachment 4

Quarterly Investment Portfolio

For the Quarter Ended June 30, 2016

As required by the Government Code, the Treasurer certifies that the investments reported in the accompanying schedules (Attachments 1 through 3) comply with the City of Norco Investment Policy and that sufficient liquidity along with anticipated revenues are available to meet the City and Successor Agency budgeted expenditure requirements for the next six months ending December 31, 2016.

_____

Gina Schuchard, Finance Officer

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 20, 2016
SUBJECT:	Execution of a Regional Pretreatment Agreement between the City of Norco and Western Riverside County Regional Wastewater Authority
RECOMMENDATION:	That City Council Approve the Regional Pretreatment Agreement between the City of Norco and Western Riverside County Regional Wastewater Authority

SUMMARY: The Regional Pretreatment Agreement establishes pretreatment program responsibilities of the Western Riverside County Regional Wastewater Authority (WRCRWA) and each of the member agencies who have ownership rights to discharge to the WRCRWA treatment facility. The California Regional Quality Control Board, Santa Ana Region, pursuant to Order No. R8-1015-0013, issued National Pollutant Discharge Elimination System (NPDES) Permit No. CA8000316 to the WRCRWA treatment facility to administer and enforce a Regional Pretreatment Program.

BACKGROUND/ANALYSIS: The City of Norco is a member agency of WRCRWA. The WRCRWA Board of Directors at their April 28, 2016 Board meeting adopted the Regional Pretreatment Agreement. As a member agency, the City is required to comply with WRCRWA's wastewater discharge quality limits and pretreatment program set forth in Ordinance No. 2016-OR8.

WRCRWA is obligated by law to develop, implement, and enforce a United States Environmental Protection Agency (EPA) approved pretreatment program, applicable to the service areas of the treatment plant. WRCRWA is further obligated to enter into agreements with each of its dischargers to implement and enforce WRCRWA's EPA-approved pretreatment program, such agreements giving WRCRWA the power to implement and enforce its approved pretreatment program within each member agency's service area. The purpose of this Regional Pretreatment Agreement (RPA) is to satisfy WRCRWA's legal obligations.

The proposed Regional Pretreatment Agreement includes the NPDES 2015 Permit monitoring and reporting requirements and the inclusion of the City of Corona.

FINANCIAL IMPACT: N/A

Attachment: Regional Pretreatment Agreement

Attachment 1

WESTERN RIVERSIDE COUNTY
REGIONAL WASTEWATER AUTHORITY
WRCRWA.ORG

Regional Pretreatment Agreement

2016

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REGIONAL PRETREATMENT AGREEMENT

TO IMPLEMENT, ADMINISTER AND ENFORCE AN

INDUSTRIAL WASTEWATER PRETREATMENT PROGRAM

THIS AGREEMENT is entered into as of the ____ day of _____, 2016, by and among the WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY ("the Authority"), a joint powers authority, and the following agencies ("Member Agencies"):

A. The CITY OF CORONA, a municipal corporation;

B. The CITY OF NORCO, a municipal corporation;

C. The HOME GARDENS SANITARY DISTRICT, a special district;

D. The JURUPA COMMUNITY SERVICE DISTRICT, a community services district; and

E. The WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, a municipal water district.

This Agreement shall be known as the "Regional Pretreatment Agreement."

RECITALS

A. The Authority is a joint powers public agency organized and existing pursuant to California Government Code Section 6500 et seq. The Authority owns a wastewater treatment and disposal facility commonly known as the "Western Riverside County Regional Wastewater Treatment Facility."

B. Each of the Member Agencies provides wastewater collection service within its respective service area. Each Member Agency possesses the right to deliver wastewater to the Authority's POTW for treatment and disposal in accordance with all of the rules, regulations, and laws, whether local, State or Federal, applicable to such wastewater.

C. As a condition of operating its POTW, the Authority possesses NPDES Permit No. CA8000316, which Permit is issued, administered, and enforced by the California Regional Quality Control Board, Santa Ana Region, pursuant to its Order No. R8-2015-0013.

D. The Authority is obligated by law to develop, implement, and enforce an EPA-approved pretreatment program applicable to the service areas of the POTW. The Authority is further obligated to enter into agreements with each of its dischargers, referred to herein as the Member Agencies, to implement and enforce the Authority's EPA-approved pretreatment program, such agreements giving the Authority the power to implement and enforce the Authority-approved pretreatment program within each Member Agency's service area. The purpose of this Agreement is to satisfy the Authority's legal obligations.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties agree as follows:

SECTION 1 DEFINITIONS

Unless otherwise required by the context, various terms used in this agreement shall have the meaning set forth in this section.

"Administrator" shall mean that agency and designated individual appointed by the Authority to manage, operate and maintain the Authority's POTW and operations.

"Categorical Industrial User" shall mean an Industrial User which is subjected to Categorical Pretreatment Standards and Requirements.

"Categorical Pretreatment Standard and Requirements" shall mean any regulation promulgated by the EPA in accordance with Section 307(b), (c) or (d) of the Clean Water Act and 40 CFR, Chapter I, Subchapter N, Parts (403.6 and 405-471), which establishes prohibitions or limitations on the discharge of pollutants from specific Industrial Users.

"CFR" shall mean the Code of Federal Regulations.

"EPA" shall mean the Environmental Protection Agency of the United States of America.

"Indirect Discharge" shall mean the introduction of pollutants into the Regional Sewerage System through discharges by an Industrial User to the Sewer System of a Member Agency.

"Industrial User" shall mean any person, firm or establishment within the jurisdiction of a Member Agency which discharges Industrial Wastewater to the Sewer System of a Member Agency.

"Industrial Wastewater" shall mean any waste or substance discharged, flowing or allowed to escape from any producing, manufacturing, processing, institutional, governmental, or agriculture operation or from any other operation, or from the development, recovery or processing, of any material resource, into the Community Sewer System of a Member Agency, including but not limited to, waste and/or wastewater resulting from equipment maintenance and cleaning, product coating, coloring, painting, plating, treating, degreasing or cleaning, or which is discharged from heating and cooling systems and water treatment devices. Any wastewater that is transported by truck, rail or other means, and is discharged into the Community

Sewer System of a Member Agency shall be considered to be industrial wastewater, regardless of its origin.

"Industrial Wastewater Discharge Permit" shall mean a written authorization issued by a Member Agency or the Authority to an Industrial User for the Discharge of Industrial Wastewater.

"Interference" shall mean a Discharge which, alone or in conjunction with a discharge or discharges from other sources, both:

A. Inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and

B. Therefore is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including State regulations contained in any State sludge management plan prepared pursuant to subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

"Local Limit" shall mean specific discharge limits developed and enforced by the Authority upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b).

"Pass Through" shall mean a discharge which exits the POTW into waters of the United States in quantities or concentration which, alone or in conjunction with quantities or concentrations which, alone or in conjunction with discharges from other sources, is a cause of a violation of any requirement of the Waste Discharge Requirements, including an increase in the magnitude or duration of a violation as defined in 40 CFR 403.3(p)

"POTW" means the Authority's Publicly Owned Treatments Works as defined in 40 CFR 403.3(q), including all facilities owned, controlled or operated by the Authority for the purpose of transmitting, treating or disposing of sewage, including interceptor sewers, sewage treatment and disposal plants, outfall sewers,

facilities for the disposal of effluent and solid waste residuals and any facilities appurtenant to the forgoing. The POTW shall also include all other disposal facilities which are required to meet the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit or Permits or Waste Discharge Requirements issued to the Authority by the Regional Board for the operation of the POTW.

"Pretreatment" means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration may be obtained by physical, chemical or biological processes, process changes or by other means, except as prohibited by 40 CFR 403.6(d). Appropriate pretreatment technology includes control equipment, such as equalization tanks or facilities, for protection against surges or slug loadings that might interfere with or otherwise be incompatible with the POTW. However, where wastewater from a regulated process is mixed in an equalization facility with unregulated wastewater or with wastewater from another regulated process, the effluent from the equalization facility must meet an adjusted pretreatment limit calculated in accordance with 40 CFR 403.6(e).

"Pretreatment Facility or Facilities" shall mean facilities and equipment installed and operated by Industrial Users for the pretreatment of Industrial Wastewater.

"Pretreatment Program" shall mean the approved Pretreatment Program of each of the Member Agencies as contained in its wastewater ordinance and as approved by the Authority, and shall have the same meaning as the term POTW Pretreatment Program as defined in 40 CFR 403.3(d).

"Pretreatment Standard and Requirements" shall mean all applicable federal, state or local standards and requirements related to the pretreatment or discharge of Industrial Wastewater.

"Regional Pretreatment Ordinance" shall mean WRCRWA's Sewer Use Ordinance.

"Regional Board" shall mean the State Water Resources Control Board and the California Regional Water Quality Control Board – Santa Ana Region.

"Regional Sewerage System" shall mean all facilities owned, maintained or operated by the Authority for the purpose of conveyance, treating or disposing of

sewage, including interceptor sewers, lift stations, pump stations, sewage treatment and disposal plants, outfall sewers, facilities for the disposal of effluent and solid waste residuals and any facilities appurtenant to the foregoing. The Regional Sewerage System shall not include any reclamation facilities or portions of reclamation facilities which are operated to meet the requirements of Member Agencies exercising the right of first purchase of reclaimed effluent; provided that the Regional Sewerage System shall include all other disposal facilities which are required to meet the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit or Permits or Waste Discharge Requirements issued to the Authority by the Regional Water Quality Control Board, Santa Ana Region, for the operation of the Regional Treatment Plant.

"Regional Treatment Plant" shall mean the sewage and wastewater treatment facility owned and operated by the Authority as part of the POTW.

"Significant Industrial User" shall mean Significant Industrial User as defined in 40 CFR 403.3(v).

"Slug Load" shall mean any pollutant released in a wastewater discharge at a flow rate and/or pollutant concentration which may cause Interference, Upset or Pass Through of the POTW.

"Upset" shall mean an exceptional incident in which there is unintentional and temporary noncompliance with Wastewater Discharge Limitations because of factors beyond the reasonable control of the Industrial User. Upset shall not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, and lack of preventive maintenance or careless or improper operation.

"User" shall mean any person, firm or establishment within the jurisdiction of a Member Agency which discharges Industrial Wastewater to the Community Sewer Agency of the Member Agency.

"Waste Discharge Requirements" shall mean the Waste Discharge Requirements issued by the Regional Board for the POTW pursuant to the NPDES.

"Wastewater Local Limits" shall mean the Wastewater Local Limits to be established by the Board of Directors of the Authority to ensure that wastewater discharged by the Member Agencies from their Community Sewer Systems to the POTW will be of a quality which will enable the

Authority to satisfy, and comply with, the Waste Discharge Requirements.

SECTION 2 PRETREATMENT REGULATIONS

2.1 Agency Responsibilities

Each Member Agency shall have the responsibility to:

A. Identify, locate, and correctly categorize all Industrial Users existing within its jurisdiction.

B. Inspects, monitors and Permits all Significant Industrial Users of each Member Agency's Community Sewer System, and maintain an adequate inspection and monitoring program with respect to such Industrial Users and the necessary documentation thereof.

C. Requires Significant Industrial User to conduct Industrial Wastewater self-monitoring in accordance with federal and state pretreatment regulation and all applicable Pretreatment Standards and Requirements.

D. Requires Significant Industrial Users to meet applicable Pretreatment Standards and Requirements, and where appropriate, to meet compliance schedules for installation of adequate Pretreatment Facilities.

E. Require Significant Industrial Users to maintain Pretreatment Facilities in satisfactory condition and to operate such Pretreatment at all times so as to comply with applicable Pretreatment Standards and Requirements.

F. Prohibit Users from diluting their Industrial Wastewater discharge to achieve compliance with Pretreatment Standards and Requirements; as such dilution is prohibited by 40 CFR 403.6(d).

G. Require Significant Industrial Users to allow Member Agency and the Authority to inspect and copy all process and pretreatment records.

H. Require Significant Industrial Users to allow inspection by the Member Agency and the Authority of Pretreatment Facilities.

I. Ensure that all Industrial Users of the Member Agency's Community Sewer System comply fully with all applicable Pretreatment Standards and Requirements.

J. Develop, implement, and revise as necessary an enforcement response plan in full compliance with all Federal and State pretreatment regulations regarding investigation of and response to instances of Industrial User noncompliance with wastewater ordinances and Industrial Wastewater Discharge Permits. At a minimum, the enforcement response plan shall:

(1) Describe how the Member Agency will investigate instances of noncompliance;

(2) Describe the types of escalating enforcement action Member Agency will take in response to anticipated type of Industrial User noncompliance and the time periods within which response will take place;

(3) Identify, by title, the official or officials of the Member Agency responsible for each type of response and action; and

(4) Reflect the Member Agency's primary responsibility to enforce all applicable Pretreatment Standards and Requirements.

K. Enforce all Pretreatment Standards and Requirements, including Categorical Pretreatment Standard and Requirements for the discharge of wastewater to the POTW and the general discharge prohibitions contained in 40 CFR 403.5(a).

L. Issue enforcement notices to Industrial Users and take enforcement action to obtain compliance by Industrial Users with all applicable Pretreatment Standards and Requirements, including the imposition and collection of fines and penalties as permitted by law.

M. Seek injunctive relief against Industrial Users when necessary to prevent Industrial Wastewater discharge to the Member Agency's Community Sewer System which are not in compliance with applicable Pretreatment Standards and Requirements so as to protect the POTW.

2.2 Federal and State Regulations

The parties to this Agreement recognize that they must comply with Federal and State pretreatment regulations and other applicable pretreatment requirements. The parties also recognize that conditions, methods, and technology affecting the treatment and disposal of Industrial Wastewater, and the requirements or standards therefore, may change after the effective date of this Agreement. The parties intend, by this Agreement, to accommodate any such changes that may occur, fulfill the intent of this Agreement, and comply with all applicable Federal, State and local Pretreatment Standards and Requirements.

2.3 Ordinance

At all times during the term of this Agreement, the Member Agencies shall adopt and maintain in full force and effect wastewater ordinances which shall expressly provide that the Authority has the legal authority to regulate Industrial Users tributary to the Authority's POTW as set forth in this Agreement. The provisions of the wastewater ordinances adopted by the Member Agencies and any amendments thereof shall at all times be consistent with this Agreement, the Authority's Regional Wastewater Use Ordinance (Ordinance No. 2016-OR8), and shall be at least as stringent as the Authority's Ordinance.

2.4 Monitoring and Reporting Ordinance Requirements

Each Member Agency shall establish in its wastewater ordinance, monitoring and report requirements, and wastewater limitations in a manner acceptable to the Authority. Each Member Agency's Pretreatment Program shall satisfy the requirements of and be approved by the Authority. If a Member Agency does not have an approved Pretreatment Program, the Authority shall undertake the required Pretreatment Program functions for the Member Agency until that Member Agency establishes a pretreatment program acceptable to the Authority.

2.5 Authority

The parties acknowledge that the Authority is required by federal law to have the fully enforceable legal authority of a POTW to inspect and permit Indirect Discharges, including but not limited to discharges by Significant Industrial Users which are extra-jurisdictional to the Authority and contribute wastewater to the POTW, as provided for in 40 CFR 403.8(f)(1).

SECTION 3 ENFORCEMENT RESPONSIBILITIES

3.1 Protection of POTW

In order to comply with Federal and State pretreatment regulations, Member Agencies and the Authority may take any action necessary to ensure protection of the POTW and control pollutants which may cause Upset, Interference, or Pass Through at the POTW. The Member Agency shall notify the Authority of any enforcement actions (Notice of Violation (NOV)) or above) taken by the Member Agency, within five working days of initiating the action. At the request of the Authority, the Member Agency shall provide copies of all associated documentation relating to the enforcement action. In the event that the Authority deems enforcement action taken by the Member Agency to be inappropriate, the Authority shall initiate additional enforcement action. Any costs incurred by the Authority shall be borne by the Member Agency.

3.2 Authority Action

In the event a Member Agency fails to undertake a Pretreatment Program acceptable to the Authority, the Authority may undertake all or part of the required Pretreatment Program activities of the Member Agency. The Member Agency shall pay to the Authority all costs associated with Pretreatment Program activities which are undertaken by the Authority. A Member Agency may enter into a separate agreement with another member agency to undertake all or part of its required Pretreatment Program activities.

3.3 Waste Prohibited Received from Other Jurisdictions.

Waste from another municipality or user located within another municipality may not be discharged to the Authority's POTW unless approved by the Authority's Executive Committee and Board of Directors.

3.4 Member Agency Fails to Act

Notwithstanding the forgoing provisions of this Agreement, if the Authority determines that a Member Agency has not taken appropriate enforcement action against an Industrial User, the Authority shall initiate enforcement against the Industrial User in accordance with the Authority's Sewer Use Ordinance (Ordinance No. 2014-OR8) and it's Enforcement Response Plan.

3.5 Fines and Penalties

Civil and Criminal fines and penalties payable by Industrial Users shall be paid to the agency undertaking the enforcement action (i.e., the Authority or a Member Agency). Undertaking the enforcement action for joint enforcement actions, the Authority and the Member Agency shall divide any recovery equally or as otherwise agreed. In the event of an award of damages or of an award of costs incurred by either the Authority or a Member Agency, the damage shall be paid to the agency whose facilities or processes incurred the damage and the costs reimbursed to the agency that incurred such costs, as may be appropriate.

SECTION 4 INDUSTRIAL WASTEWATER DISCHARGE PERMITS

4.1 Industrial User Permits

The Member Agencies' wastewater ordinances shall require that all Industrial Users seeking to obtain, renew or revise an Industrial Wastewater Discharge Permit shall file with the Member Agency a permit application as set forth in the wastewater ordinance. After the Member Agency has determined that the application is complete, the Member Agency shall determine if the permit applicant is a Significant Industrial User and develops appropriate permit requirements.

4.2 Existing SIUs

Existing Significant Industrial Users which have valid Industrial Wastewater Discharge Permits on file with the Authority as of the effective date of this Agreement shall be deemed authorized to discharge indirectly to the POTW as long as their permits remain valid.

4.3 Permit Conditions

All Industrial Wastewater Discharge Permits shall expressly provide that the Authority has the legal authority to enforce the permit conditions as provided in this Agreement, including:

A. Surveillance and monitoring of wastewater discharge;

B. Inspection of any facility or industrial process involved directly or indirectly with any discharge of Industrial Wastewater, including any Pretreatment Facilities;

C. Prohibition of and restrictions on wastewater discharge; and

D. All categorical and non-categorical Industrial Users shall notify the POTW immediately of all discharges that could cause problems to the POTW, including any slug loadings, as required by 40 CFR 403.8(f)(2)(vi)(C), by the Industrial User.

SECTION 5 INSPECTIONS AND MONITORING OF INDUSTRIAL USERS

5.1 Member Agency Inspections

The Member Agencies shall carry out inspections, surveillance, and monitoring necessary to determine, independent of information supplied by Industrial Users, the compliance status of an Industrial User with applicable Pretreatment Standards and Requirements.

5.2 Authority Inspections

The Authority shall also have the right to conduct inspections, surveillance and monitoring of Industrial Users in order to identify independent of information supplied by the Member Agencies or Industrial Users, noncompliance with Pretreatment Standards and Requirements.

5.3 Right of Entry

Representatives of the Authority and each Member Agency shall be authorized by their wastewater ordinances and the Industrial User's Industrial Wastewater Discharge Permit to enter on or into any premises of any Industrial User in which an Industrial Wastewater discharge source or Pretreatment Facility is located or in which records are required to be kept to assure compliance with Pretreatment Standards and Requirements.

5.4 Authority Notification

Except during emergencies, the Authority shall give 24 hours written notice to a Member Agency prior to conducting inspection, surveillance or monitoring of an Industrial User discharging Industrial Wastewater to the Member Agency's Community Sewer System. The written notice shall contain sufficient information to substantiate the contention of the Authority as to the need for inspection, surveillance monitoring and shall be signed by the Authority's Administrator or their designee. The inspection, surveillance or monitoring of the Industrial User is to be conducted jointly by representatives of the Member Agency and the Authority unless the Member Agency waives this right. The representatives shall mutually agree upon the dates and times of the inspection, surveillance or monitoring.

5.5 Notification of Emergency

If the Authority's Administrator or its designee determines that an emergency exists with respect to the discharge of Industrial Wastewater by an Industrial User to the Community Sewer System of a Member Agency, in that there is an imminent risk of Upset, Interference, or Pass Through, the Authority's Administrator or its designee shall give notice of such emergency to the Member Agency, such as by telephone or email. Such notification shall include the circumstances constituting the emergency. After providing such notice, the Authority may proceed immediately with inspection, surveillance, monitoring and/or enforcement, as it deems appropriate. A representative of the Member Agency may be present at all times.

5.6 Pretreatment Program Audit

The Authority's Administrator or its designee may conduct an audit inspection of the Member Agency's Pretreatment Program. The inspection may include, but is not limited to:

A. Review of Pretreatment Program documents;

B. Review of any inspection reports;

C. Review of any monitoring data;

D. Review of any enforcement actions;

E. Review of Member Agencies' procedures (e.g. Inspection procedures)

SECTION 6 PRETREATMENT PROGRAM REPORTING

6.1 Required Reports

The Member Agencies shall submit the following reports to the Authority in compliance with the reporting requirements of 40 CFR 403.12, and the Authority's NPDES Permit:

A. Member Agencies shall submit their required reports in accordance with the schedule as shown in Exhibit A.

B. The quarterly compliance status reports shall cover the periods January 1 - March 31, April 1 - June 30, July 1 - September 30, and October 1 - December 31. Each report shall be submitted to the Regional Water Board by the end of the month following the quarter, except that the report for April 1 - June 30 may be included in the annual report.

C. The annual report shall cover operations from July 1 through June 30 of each fiscal year and is due to the Regional Water Board on September 30 of each year.

D. All other reports specified in 40 CFR 403.12 at the request of the Authority and pursuant to a mutually agreed upon and reasonable schedule.

6.2 Industrial User Survey

All reports submitted by the Member Agencies shall include results of a Member Agency's survey identifying Industrial Users and their wastewater discharges within each Member Agency's jurisdiction. In addition to the survey efforts and results, such reporting shall include the monitoring, inspection, and enforcement activities conducted by the Member Agency.

6.3 Pretreatment Program Activities

The Member Agencies shall provide the Authority with access to all information that the Member Agencies obtain as part of their Pretreatment Program activities on a mutually agreed upon and reasonable schedule. Significant Industrial User Industrial Wastewater discharge data will be made available by the Member Agencies and the Authority to the Regional Board, EPA, and the public without any restriction.

6.4 Threat to POTW or Environment

Each Member Agency shall immediately notify the Authority upon becoming aware of an Industrial Wastewater discharge that constitutes a threat to the health and welfare of the community or to the environment, that may cause Upset, Interference, or Pass Through at the POTW; or that may cause the Authority to violate any Pretreatment Standards and Requirements or the Waste Discharge Requirements contained in the Authority's NPDES Permit.

6.5 Slug Load

If a Member Agency becomes aware of the discharge of a Slug Load to the Sewer System, the Member Agency shall immediately notify the Authority. The Member Agency shall ascertain what conditions caused the discharge of the Slug Load and whether such conditions could result

in the discharge of additional Slug Loads by the Industrial User. The Member Agency shall notify the Authority of its determinations with respect to any such Slug Load and of enforcement or remedial action which has been or is to be undertaken to prevent the reoccurrence of a Slug Load discharge by the Industrial User.

6.6 Notification in Event of a Violation

When a Member Agency becomes aware that a specific limitation has been exceeded, within ten (10) days of becoming aware of the exceedance, the Member Agency shall submit a written report of the violation and measures to be taken by the Member Agency to prevent similar future occurrences.

SECTION 7 WASTEWATER QUALITY LIMITATIONS

7.1 Wastewater Quality Limitations

The Authority shall establish, and modify as necessary, Wastewater Quality Limitations for wastewater discharged into the POTW by the Member Agencies through their respective Community Sewer Systems. Wastewater Quality Limitations may include Local Discharge Limits, Local Limits or other limitations specified and approved by the WRCRWA Board of Directors.

7.2 Changes to Wastewater Quality Limitations

The Authority shall, from time to time, amend the Wastewater Quality Limitations when required for compliance with Pretreatment Standards and Requirements or the Waste Discharge Requirements as follows:

A. Before adopting any such amendment the Board of Directors of the Authority shall adopt a resolution declaring its intention to amend the Wastewater Quality Limitations, describing the proposed amendments and specifying a time, not earlier than thirty (30) calendar days after the adoption of the resolution, and a place at which the Board of Directors of the Authority will hold a hearing on the question of the adoption of such amendments. Immediately thereafter, the Secretary of the Board of Directors of the Authority shall mail a copy of the resolution to each Member Agency.

B. At the hearing on the proposed amendments, the Board of Directors of the Authority shall consider the comments of the Member Agencies and any other interested persons. The Board of Directors of the Authority may modify the proposed amendments and, upon the conclusion of the hearing, adopt the amendments.

7.3 Wastewater Discharge to the POTW

A. Each Member Agency shall monitor the quality of this wastewater discharge to the POTW as provided in Exhibit "B" hereto to ensure compliance with the Wastewater Quality Limitations. Sampling and analysis of any wastewater shall be performed in accordance with the procedures established under 40 CFR 136 and Section 304(g) of the Clean Water Act including subsequent amendments thereto.

B. A report of such monitoring results shall be provided to the Authority by October 30 each year. In the event that a pollutant is detected in the Annual scan, additional quarterly samples shall be taken for each of the pollutants detected. Any such required Quarterly reports shall be due to the Authority within 15 days of the end of each quarter.

C. When a Member Agency becomes aware that a specific trigger level has been exceeded, within ten (10) days of becoming aware of the exceedance, the Member Agency shall notify the Authority of the exceedance.

SECTION 8 SURCHARGES TO MEMBER AGENCIES FOR DEVIATIONS FROM WASTEWATER QUALITY LIMITATIONS

8.1 Wastewater Quality

For the purpose of determining compliance with the Wastewater Quality Limitations, the quality of all wastewater delivered into the POTW by a Member Agency shall be determined from the monitoring results obtained at mutually agreed upon sampling locations. Sampling and analysis of wastewater shall be made pursuant to Exhibit "B" of this Agreement.

8.2 Surcharge Rate

The surcharge rate or rates shall be determined annually by the Board of Directors of the Authority at the time of adoption of the budget. The surcharge rate shall represent the additional capital costs and maintenance and operation expenses of the Authority in treating disposal of the inferior wastewater and shall be based on the biochemical oxygen demand (BOD) and the total suspended solids (TSS) components of the wastewater, measured on a dry weight basis, for the quantity of decomposable matter and suspended solids exceeding the Wastewater Quality Limitations. Any surcharges due from a Member Agency shall be promptly paid by the Member Agency.

SECTION 9 VIOLATIONS OF WASTEWATER QUALITY LIMITATIONS

9.1 Member Agency Violations

If any Member Agency shall fail or refuse to comply with Wastewater Quality Limitations, the Authority shall have and may exercise one or more of the remedies specified herein. The listing of the following remedies shall not be deemed exclusive nor shall the Authority be prevented from exercising any other remedy provided by law or in equity:

A. Danger of Public Health Safety and/or Facilities – If any delivery of sewage made by a Member Agency to the Authority constitutes an imminent threat to the public health and safety or materially endangers the POTW facilities or their operation, the Authority shall make a determination that such condition exists and shall give the Member Agency immediate notice thereof and an order to immediately correct such imminent threat to public health and safety.

B. Non-Dangerous Violation – If any delivery of sewage by a Member Agency to the Authority is in violation of said quality standards, but the violation does not constitute an imminent threat to public health or safety nor materially endanger any facilities of the POTW or their operation, the Administrator shall give immediate notice to correct such violation within thirty (30) days thereof.

C. Damages – If any such violations result in damage to any transmission, treatment or disposal facilities of the POTW or require Authority to provide additional treatment, then the violating Member Agency shall pay the Authority all costs, fines, penalties, surcharges, as determined by the Executive Committee for the repair of any damage to the POTW facility including any costs or expenses incurred in connection with the treatment of such sewage which may be in violation of such quality standards.

SECTION 10 WATER SUPPLY MONITORING

10.1 TDS Monitoring

A. In August of each year, a sample from each source of the water supplied to the sewered area shall be obtained and analyzed for total dissolved solids (TDS) expressed in "mg/L." (See NPDES Order No. R8-2015-0013, Attachment E).

B. The analytical report for this annual sampling shall be submitted to the Authority by September 15 each year.

C. Any new source shall be sampled for the above constituents upon commencement of service for the new source.

SECTION 11 DISPUTE RESOLUTION

If a dispute arises as to the construction, interpretation or implementation of this Agreement, the issues in dispute or the matter requiring action shall first be addressed in an Executive Committee meeting. If unresolved by the Executive Committee, the dispute shall be elevated to the Board of Directors. Should the Board of Directors fail to resolve the dispute, it shall be submitted to non-binding mediation before a neutral mediator with a reputable mediation service such as Judicial Arbitration & Mediation Service. No judicial or other action shall be commence until the parties to the dispute submit the matter to such mediation.

SECTION 12 INDEMNIFICATION

12.1 Hold Harmless

The Member Agencies, and each of them to this Agreement shall indemnify, defend, and save harmless the Authority, its agents, officers or employees from and against any and all liability, damages, costs, loss claims, and expenses, including reasonable attorney's fees caused by any willful or negligent act or omission of the Member Agencies, and each of them, and their agents, officers or employees in the performance of their Agreement. Member Agencies shall not be obligated to indemnify the Authority for acts or omissions caused by the Authority's sole negligence.

SECTION 13 SIGNATURE PAGE

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

WESTERN RIVERSIDE COUNTY
REGIONAL WASTEWATER AUTHORITY

Dated: 4/28/2016 By: S. R. W. Lloyd

Chair, Board of Directors

CITY OF CORONA

Dated: _____ By: _____

Mayor

CITY OF NORCO

Dated: _____ By: _____

Mayor

HOME GARDENS SANITARY DISTRICT

Dated: _____ By: _____

President, Board of Directors

JURUPA COMMUNITY SERVICES DISTRICT

Dated: _____ By: _____

President, Board of Directors

WESTERN MUNICIPAL WATER DISTRICT
OF RIVERSIDE COUNTY

Dated: _____ By: _____

President, Board of Directors

EXHIBIT A

MEMBER AGENCY PRETREATMENT PROGRAM REPORTING

Report Period	Report Due to Authority	Comments
July 1 to September 30	October 15	
October 1 to December 31	January 15	
January 1 to March 31	April 15	
April 1 to June 30	July 15	May be included in Annual Report

EXHIBIT B

MEMBER AGENCY MONITORING AND REPORTING REQUIREMENTS FOR SEWAGE DISCHARGED INTO THE REGIONAL SEWERAGE SYSTEM

Definitions

A. Composite Sample – A combination of no fewer than 8 individual samples obtained at equal time or flow intervals for 24 hours.

B. Grab Sample - Any individual sample collected in less than 15 minutes.

Monitoring Requirements

A. Initial annual wastewater sampling shall be conducted within the period July 1 to September 30 each year, and shall be submitted to the Authority by October 30. Any subsequent required quarterly reports shall be submitted to the Authority within 15 days after the end of the quarter.

B. All sampling, sample preservation, and analysis shall be conducted in accordance with 40 CFR Part 136. All analysis shall be performed by a laboratory certified to perform such analysis by the State Water Resources Control Board.

C. Sampling shall be conducted at locations mutually agreed upon by the Authority and each Member Agency and shall be designed to monitor all significant (Quality/Quantity) sources of wastewater from within the Member Agency's service area.

D. A Member Agency is required to keep the following monitoring records for three (3) years for each sample collected in accordance with this section and 40 CFR 403.12(o).

(1) The date, exact place, method and time of sampling, and the names of the person or persons taking the samples;

(2) The dates analyses were performed;

(3) Who performed the analyses;

(4) The analytical techniques/methods used;

(5) The results of such analyses.

(6) Name of the laboratory performing the analysis.

E. Sampling shall be conducted by each member Agency in accordance with Exhibit B, Monitoring Requirements A, unless that Member Agency has obtained an exemption for this sampling requirement from the Regional Water Quality Control Board.

Table 1 - Triggers for Monitoring Priority Pollutants

Member Agencies shall conduct Annual Monitoring for the following pollutants. If Annual monitoring results are greater than or equal to the number listed in "Trigger Level" column in the Table below, then quarterly sampling shall be conducted for each constituent equaling or exceeding the trigger level. (See NPDES Order No. R8-2015-0013, Attachment E)

Constituent	Trigger Level (µg/L)
Antimony	2,150
Arsenic	75
Beryllium	–
Cadmium	4.6
Chromium III	151
Chromium VI	5.5
Copper	18
Lead	17
Mercury	0.026
Nickel	38
Selenium	2.5
Silver	4.5
Thallium	3.2
Zinc	88
Cyanide	2.6
2,3,7,8-TCDD (Dioxin)	0.000000007
Acrolein	390
Acrylonitrile	0.33
Benzene	1
Bromoform	180
Carbon Tetrachloride	0.5
Chlorobenzene	10,500
Chlorodibromomethane	17

Constituent	Trigger Level (µg/L)
Chloroethane	--
2-Chloroethyl vinyl ether	--
Chloroform	--
Dichlorobromomethane	23
1,1-Dichloroethane	5
1,2-Dichloroethane	0.5
1,1-Dichloroethylene	6
1,2-Dichloropropane	5
1,3-Dichloropropylene	0.5
Ethylbenzene	300
Methyl Bromide	2,000
Methyl Chloride	--
Methylene Chloride	800
1,1,2,2-Tetratchloroethane	1
Tetrachloroethylene	5
Toluene	150
1,2,-Trans-dichloroethylene	10
1,1,1-Trichloroethane	200
1,1,2-Trichloroethane	5
Trichloroethylene	5
Vinyl Chloride	0.5
2-Chlorophenol	200
2,4-Dichlorophenol	395
2,4-Dimethylphenol	1,150
2-Methyl-4,6-Dinitrophenol	383
2,4-Dinitrophenol	7,000

Constituent	Trigger Level (µg/L)
2-Nitrophenol	--
4-Nitrophenol	--
3-Methyi-4-Chlorophenol	--
Pentachlorophenol	1
Phenol	2,300,000
2,4,6-Trichlorophenol	3.3
Acenapthene	1,350
Acenapthylene	--
Anthracene	55,000
Benzidine	0.00027
Benzo (a) anthracene	0.025
Benzo (a) pyrene	0.025
Benzo (b) fluoranthene	0.025
Benzo (g,h,i) pyrylene	--
Benzo (k) fluorantene	0.025
Bis (2-Chloroethoxy) methane	--
Bis (2-Chloroethyl) ether	0.7
Bis (2-Chloroisopropyl) ether	85,000
Bis (2-ethyhexyl) phthalate	3.0
4-Bromophenyl phenyl ether	--
Butyl benzyl phthalate	2,600
2- Chloronapthalene	2,150
4-Chlorphenyl phenyl ether	--
Chrysene	0.025
Dibenzo (a,h) anthracene	0.025
1,2-Dichlorobenzene	600

Constituent	Trigger Level (µg/L)
1,3-Dichlorobenzene	1,300
1,4-Dichlorobenzene	5
3,3-Dichlorobenzidine	0.039
Diethyl phthalate	60,000
Dimethyl phthalate	1,450,000
Di-N-butyl phthalate	6,000
2,4-Dinitrotoluene	4.6
2,6-Dinitrotoluene	--
Di-N-octyl phthalate	--
1,2-Diphenylhydrazine	0.27
Fluoranthene	185
Fluorene	7,000
Hexachlorobenzene	0.00039
Hexachlorobutadiene	25
Hexachlorocyclopentadiene	50
Hexachloroethane	4.5
Indeno (1,2,3-cd) pyrene	0.025
Isophorone	300
Naphthalene	17
Nitrobenzene	950
N-Nitrosodimethylamine	0.01
N-Nitrosodi-N-propylmine	0.01
N-Nitrosodiphenylamine	8
Phenantrene	--
Pvrene	5,500
1,2,4--Trichlorobenzene	5

Constituent	Trigger Level (µg/L)
Aldrin	0.00007
BHC Alpha	0.0065
BHC Beta	0.023
BHC Gamma	0.031
BHC Delta	--
Chlordane	0.0003
4,4-DDT	0.0003
4,4-DDE	0.0003
4,4-DDD	0.00042
Dieldrin	0.00007
Endosulfan Alpha	0.028
Endosulfan Beta	0.028
Endosulfan Sulfate	120
Endrin	0.018
Endrin Aldehyde	0.42
Heptachlor	0.00011
Heptachlor Epoxide	0.000055
PCB 1016	0.000085
PCB 1221	0.000085
PCB 1260	0.000085
Toxaphene	0.001

Notes:

(1) For constituents not shown italicized, the values shown in the Table are fifty percent of the most stringent applicable receiving water objectives (freshwater or human health (consumption of water and organisms)) as specified for that pollutant in 40 CFR 131.381 .

(2) For constituents shown bold and italicized, the values shown in the Table are based on the California Department of Public Health maximum contaminant levels (MCLs) or Notification Level. Notification Level based trigger is underlined.

(3) For hardness dependent metals, the hardness value used is 158 mg/L as 5th percentile of effluent flows and for pentachlorophenol, the pH value used is 7.5 standard units.

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 20, 2016

SUBJECT: Acceptance of Quote for Computer Servers and Miscellaneous Hardware

RECOMMENDATION: Accept the quote submitted by Dell, Inc. for purchase of computer servers and miscellaneous hardware for the new GIS and work order/asset management systems in the amount not to exceed $32,530.30.

SUMMARY: Public Works is seeking City Council approval to authorize the City Manager to accept the quote from Dell, Inc. to purchase computer servers and other miscellaneous hardware infrastructure to support the installation of the new GIS and work order/asset management systems.

BACKGROUND/ANALYSIS: The City Council recently authorized Public Works to purchase two new software packages: ESRI (GIS software) and Lucity (asset management and work order software). These two software packages will be integrated simultaneously and become the backbone to the City's new mapping software and work order/asset management systems. However, in order to install the software Public Works needs to purchase the associated servers and other hardware that is necessary to make the systems work effectively. City IT staff consulted with both ESRI and Lucity IT staff to determine the minimum hardware requirements and then requested quotes from three vendors. The following quotes were provided:

Vendor	Quote
Dell Inc.	$32,530.30
SCW	$37,255.28
CDW-G	$37,301.60

Staff is recommending the City Council accept the quote from Dell Inc. in the amount of $32,530.30 for the purchase of computer servers and misc. hardware.

FINANCIAL IMPACT: The cost for purchase of computer servers and miscellaneous hardware has been budgeted within Water and Sewer Funds Operating and Capital Improvement Program budgets.

Attachment: Dell Inc. Quote

Agenda Item 2.F.

Quote 1013777363641.1
CA-L CITY OF NORCO

Salesperson

Salesperson Name
Brandon Field

Salesperson Email
Brandon_Field@Dell.com

Salesperson Phone
1(800) 999-3355

Salesperson Extension
5132946

Quote Details

Quote Date
06/13/2016

Quote Validity
07/13/2016

Solution ID
-

Billing Details

Company Name
CA-L CITY OF NORCO

Customer Number
98581550

Phone Number
1 (909) 2705600

Address
ACCOUNTS PAYABLE
2870 CLARK AVE
NORCO
CA
92860
US

Price Summary

Description	Quantity	Unit Price	Subtotal Price
PowerEdge R630	1	$18,849.45	$18,849.45
PowerVault MD3420	1	$11,396.20	$11,396.20

Subtotal	$30,245.65
Tax	$2,284.65
Shipping and Handling	$0.00
Environmental Fee	$0.00
Total	**$32,530.30**

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Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

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Dear Customer,

Your quote is detailed below; please review the quote for product and information accuracy.
If you find errors or desire changes, please contact me as soon as possible.

Regards,
Brandon Field

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

Product Details by Shipment

Shipping Group 1

Shipping Contact:		Subtotal	$30,245.65
Shipping Phone No:	1 (909) 2705600	Tax	$2,284.65
Shipping via:	Standard Ground	Shipping and Handling	$0.00
Shipping Address:	DEREK WILLIAMSON 2870 CLARK AVE NORCO CA 92860 US	Environmental Fee	$0.00
		Total	$32,530.30

Description	Quantity	Unit Price	Subtotal Price
PowerEdge R630	1	$18,849.45	$18,849.45

Estimated Delivery Date:	06/22/2016
Contract Code:	70137
Customer Agreement No:	Dell Std Terms

210-ACXS	PowerEdge R630 Server	1	-	-
329-BCZI	PowerEdge R630 Motherboard MLK	1	-	-
461-AADZ	No Trusted Platform Module	1	-	-
321-BBKL	Chassis with up to 8, 2.5" Hard Drives, 3 PCIe Slots	1	-	-
340-AKPS	PowerEdge R630 Shipping- 8 Drive Chassis	1	-	-
338-BJDE	Intel Xeon E5-2697 v4 2.3GHz,45M Cache,9.60GT/s QPI,Turbo,HT,18C/36T (145W) Max Mem 2400MHz	1	-	-
338-BJDR	Intel Xeon E5-2697 v4 2.3GHz,45M Cache,9.60GT/s QPI,Turbo,HT,18C/36T (145W) Max Mem 2400MHz	1	-	-
370-ABWE	DIMM Blanks for System with 2 Processors	1	-	-
412-AAEF	160W Heatsink for PowerEdge R630	1	-	-
412-AAEF	160W Heatsink for PowerEdge R630	1	-	-
370-ACPH	2400MT/s RDIMMs	1	-	-
370-AAIP	Performance Optimized	1	-	-
370-ACNX	16GB RDIMM, 2400MT/s, Dual Rank, x8 Data Width	16	-	-
780-BBJK	RAID 1 for H330/H730/H730P (2 HDDs or SSDs)	1	-	-

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405-AAEH	PERC H730P Integrated RAID Controller, 2GB Cache	1	-	-
400-AIFV	200GB Solid State Drive SATA Mix Use MLC 6Gpbs 2.5in Hot-plug Drive, S3610	2	-	-
540-BBHS	Broadcom 5719 QP 1Gb Network Interface Card, Low Profile	1	-	-
405-AAFB	SAS 12Gbps HBA External Controller, Low Profile	1	-	-
385-BBHO	iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	1	-	-
634-BBWU	OpenManage Essentials, Server Configuration Management	1	-	-
429-AAQM	DVD ROM SATA Internal	1	-	-
325-BBII	Bezel up to 8 Drive Chassis	1	-	-
770-BBBL	ReadyRails Sliding Rails With Cable Management Arm	1	-	-
384-BBBL	Performance BIOS Settings	1	-	-
450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	1	-	-
450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	2	-	-
343-BBDK	Electronic System Documentation and OpenManage DVD Kit, PowerEdge R630	1	-	-
618-BBDQ	Windows Server 2012R2 Datacenter Edition,Factory Installed,No Media,2 Socket,Unlimited VMs	1	-	-
634-BBOY	Windows Server 2012R2 Datacenter, Media, FI Standard Ed Downgrade image, Eng	1	-	-
634-BCEJ	Microsoft SQL Server 2014 Standard,5 USER CALs Only OEM,No Media,NFI	5	-	-
634-BCEM	Microsoft SQL Server 2014 Standard,OEM, Includes 5 USER CALs, NFI, With 2012 Media, ENG	1	-	-
332-1286	US Order	1	-	-
540-BBBW	Broadcom 5720 QP 1Gb Network Daughter Card	1	-	-
976-7673	Basic Hardware Services: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair 5 Year	1	-	-
976-7728	Dell Hardware Limited Warranty Plus On Site Service	1	-	-
996-8029	Declined recommended ProSupport service - Call your Dell Sales Rep if Upgrade Needed	1	-	-
900-9997	On-Site Installation Declined	1	-	-
973-2426	Declined Remote Consulting Service	1	-	-

Description	Quantity	Unit Price	Subtotal Price
PowerVault MD3420	1	$11,396.20	$11,396.20

Estimated Delivery Date: 06/23/2016
Contract Code: 70137
Customer Agreement No: Dell Std Terms

210-ACCN	PowerVault MD3420, 12G SAS, 2U-24 drive	1	-	-

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340-AIKX	SHIP,MD3420	1	-	-
403-BBFE	Controller, 12G SAS, 2U MD34xx, 8G Cache	1	-	-
403-BBFE	Controller, 12G SAS, 2U MD34xx, 8G Cache	1	-	-
400-ABSL	Hard Drive Blank Filler 2.5	6	-	-
400-AJPJ	600GB 10K RPM SAS 12Gbps 2.5in Hot-plug Hard Drive	18	-	-
470-AATS	12Gb HD-Mini to HD-Mini SAS Cable, 0.5M	1	-	-
470-AATS	12Gb HD-Mini to HD-Mini SAS Cable, 0.5M	1	-	-
325-BBFX	Bezel Assembly, MD3420	1	-	-
331-4986	License Key, PowerVault MD3 512 per array Snapshots & Virtual Disk Copy	1	-	-
770-BBCL	ReadyRails II Static Rails for 4-post Racks	1	-	-
389-BDZU	Power Supply Regulatory Label, 600W, AC	1	-	-
450-AASQ	Power Supply, AC 600W, Redundant	1	-	-
450-ABLK	5-15P to C13, 10 amp, 6 feet wall plug Power Cord	1	-	-
450-ABLK	5-15P to C13, 10 amp, 6 feet wall plug Power Cord	1	-	-
332-1286	US Order	1	-	-
954-4264	Dell Hardware Limited Warranty Initial Year	1	-	-
954-4265	Dell Hardware Limited Warranty Extended Year(s)	1	-	-
954-4266	Basic Hardware Services: Business Hours (5X10) Next Business Day Parts Delivery Initial Year	1	-	-
954-4271	Basic Hardware Services: Business Hours (5X10) Next Business Day Parts Delivery 4 Year Extended	1	-	-
994-4019	Basic support covers SATA Hard Drive for 1 year only regardless of support duration on the system	1	-	-
996-8029	Declined recommended ProSupport service - Call your Dell Sales Rep if Upgrade Needed	1	-	-
900-9997	On-Site Installation Declined	1	-	-
973-2426	Declined Remote Consulting Service	1	-	-

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Important Notes

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hard copy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S Return Policy(www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's service contracts and related service terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - A Version. (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - S Version (www.dell.com/SEULA) (the "End User License Agreements").

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.** Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

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CITY OF NORCO
STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager

DATE: July 20, 2016

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

RECOMMENDATION: Approve extension of the Agreement between the City of Norco and Bruno Anderson, DBA ProCompNet, for information technology consulting services.

SUMMARY: In 2014, the City Council approved a Professional Services Agreement with Bruno Anderson, DBA ProCompNet for Information Technology Consulting Services. The Agreement expired on June 30, 2016 and based on satisfactory performance and cost effectiveness, staff is recommending a two year contract extension with the option for the City Manager to extend for two years additional years.

BACKGROUND/ANALYSIS: SUMMARY: Prior to the retirement of the City's Information Technology Manager at the end of calendar year 2014, the City Council approved a Professional Services Agreement with Bruno Anderson, DBA ProCompNet to ensure that the City's information technology needs are met in a cost effective manner. Before engaging Mr. Bruno Anderson, several options were considered including going out to recruit for an employee to replace the retiring employee; contracting out the function to Corona Norco Unified School District (CNUSD); or contracting out to Information Technology services firms. After careful review and analysis of the options, staff recommended contracting with ProCompNet.

Mr. Bruno Anderson was providing information technology services to the City on as needed basis for several years prior to the 2014 Professional Services Agreement. During the term of this current Agreement Mr. Anderson has performed to the satisfaction of the City and has contributed to significant improvements in the City's IT infrastructure including (partial list):

- Installation of wireless network and security camera infrastructure at Ingalls Equestrian facilities
- Upgraded Sheriff's Department security camera system
- Implemented virtual server environment for more efficient use of hardware resources

- Assisted in the implementation of the City's SCADA system from one workstation to redundant server based system
- Upgraded City Hall wireless network
- Upgraded EOC from a "cold" EOC to "HOT" EOC with redundant ready to go laptops
- Implemented IT Helpdesk

This arrangement continues to provide the best value to the City to meet its information Technology needs. Staff is recommending that the City Council approve extension to the Agreement through June 30, 2018 with the option for the City Manager to extend for two (2) additional years through June 30, 2020. In addition to Mr. Anderson, the Information Technology Division includes two (2) full-time Information Technology Technicians.

FINANCIAL IMPACT: The funding for this Agreement is included in the FY 2016-2017 Information Technology Fund budget. It is estimated that Mr. Anderson's services will be needed for approximately 20 hours a week at $65.00 per hour.

Attachment: Professional Services Agreement

EXTENSION OF SERVICE AGREEMENT FOR INFORMATION TECHNOLOGY CONSULTING SERVICES

This extension AGREEMENT made and entered into this 1st day of July, 2016, between: **The City of Norco,** a municipal corporation **("City")** and **Bruno Anderson, DBA ProCompNet**, an independent consultant **("Contractor")** for Information Technology consulting services.

ARTICLE 1: TERM OF CONTRACT

Section 1.01: This Agreement will become effective on July 1, 2016 and will continue in effect through June 30, 2018 with the option for the City Manager to extend for two additional years unless terminated in accordance with the provisions of Article 7 of this Agreement.

ARTICLE 2: INDEPENDENT CONTRACTOR STATUS

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

ARTICLE 3: SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE 4: COMPENSATION

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

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

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

ARTICLE 5: OBLIGATIONS OF CONTRACTOR

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

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

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

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

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

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

ARTICLE 6: OBLIGATIONS OF THE CITY

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

ARTICLE 7: TERMINATION OF AGREEMENT

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

ARTICLE 8: GENERAL PROVISIONS

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 20th day of July, 2016.

City of Norco
A Municipal Corporation

By: _____
Kevin Bash
Mayor

Attest:

_____
Cheryl L. Link, CMC
City Clerk

Approved as to Form:

_____
John Harper
City Attorney

Bruno Anderson, DBA ProCompNet
Contractor

_____
Bruno Anderson
Owner

CITY OF NORCO
STAFF REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Andy Okoro, City Manager
PREPARED:	Chad Blais, Director of Public Works
DATE:	July 20, 2016
SUBJECT:	Acceptance of Proposal and Award of Performance Services Contract for Water System Valve Assessment Services
RECOMMENDATION:	Accept the proposal submitted for professional services to provide Water System Distribution Valve Assessment, Testing and Information Management Program contract to Wachs Water Services and authorize the execution of the contract in the amount not to exceed $100,000.

SUMMARY: Public Works is seeking City Council approval to accept the proposal submitted by Wachs Water Services, Inc. (Wachs) for performance services to provide Water System Distribution Valve Assessment, Testing and Information Management Program to the City of Norco and to authorize the execution of contract in the amount not to exceed $100,000.

BACKGROUND/ANALYSIS: The City of Norco owns and operates a potable water system designed to provide reliable high quality drinking water to its customers. The infrastructure that makes up the water system, in part, includes an estimated 122 miles of pipeline, 8,000 customer service lines and meters, 2,500 valves and 1,300 hydrants. In order to properly maintain the water system to acceptable performance levels, the Public Works Department should have standard operating procedures that outline a management plan for the testing and maintenance of all of its valves and hydrants. Prior to 2016, the Public Works Department didn't have a formal annual maintenance program for valves and hydrant or funding for such a program. In March 2016, the City Council approved a service contract with Wachs to provide one-time assessment and exercising for hydrants and associated "isolation" valves for said hydrants. In June 2016, Wachs completed the scope of work to conduct a complete assessment and testing of the City's hydrants and associated "isolation" valves. Staff is currently completing all the necessary repairs identified in Wachs assessment reports and the GIS data collected by Wachs will be integrated into the new GIS program that is currently being developed. Overall, staff was very pleased with the level of work, report details and overall communication provided by Wachs.

Public Works would now like to hire Wachs to provide an assessment and testing on the water systems "distribution" valves. The "distribution" valves are the primary system valves used to shut-down water main when leaks or breaks occur. The "distribution" valves have not been formally mapped or exercised as part of a whole house maintenance program and staff is uncertain as to the quantity of the valves that may exist or their operational status. Once all the "distribution" valves had been identified and assessed by Wachs and repaired/replaced by staff as needed, Public Works will then initiate its new annual

maintenance plan to provide annual funding for contract services that will ensure every "distribution" valve is tested and maintained on a rotating three-year cycle (800 to 900 valves per year).

Public Works requested and received a proposal from Wachs to provide Assessment and Testing of Distribution Valves for the City of Norco (see attached). Please note that Wachs provided testing of hydrant "isolation" valves at a cost of $61.20 per valve and will continue to provide the same price for this next scope of work for "distribution" valves.

Therefore, based on the success of Wachs previous work, Public Works is seeking City Council approval to execute a contract for the water system "distribution" valves to be tested and assessed by Wachs in an amount not-to-exceed $100,000.00. If the number of valves located and assessed exceeds the projected amount, staff will bring back a request to City Council for additional appropriations to complete the project.

FINANCIAL IMPACT: The proposed performance service contract is funded from Water Fund 124 in the amount not to exceed $100,000.00.

Attachments: WachsWater Services Proposal
Water System Distribution Valve Assessment, Testing and Information Management Program Agreement

CITY OF NORCO
WATER SYSTEM DISTRIBUTION VALVE ASSESSMENT, TESTING AND INFORMATION MANAGEMENT PROGRAM
AGREEMENT

1. Parties and Date.

This Agreement is made and entered into this **20th 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 **Wachs Water Services.**, a corporation with its principal place of business at 170 Vander Street, Unit F, Corona, CA 92880 (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 and alley maintenance 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 Water System Distribution Valve Assessment, Testing and Information Management Program ("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 complete the tasks described and set forth in Exhibit A (Wachs Water Services proposal), attached hereto and incorporated herein as though set forth in full ("Services"). 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.

3.1.2 Term. This AGREEMENT shall commence on July 20, 2016, and shall remain and continue in effect until tasks described herein are completed unless sooner terminated pursuant to the provisions of this AGREEMENT. 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 Pete Olson, Jr. – Project Manager, 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 rendered under this Agreement at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. The Services shall be performed on an "as needed" basis, and the City shall issue a purchase order for said "as needed" services. 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 $100,000 for the term of the contract.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement 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 unless 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:

Wachs Water Services
170 Vander Street, Unit F
Corona, CA 92880
Attention: Pete Olson, Jr.

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:

_____
Kevin Bash, Mayor

ATTEST:

_____
Cheryl L. Link, CMC, City Clerk

APPROVED AS TO FORM:

_____
John R. Harper, City Attorney

EXHIBIT A
Proposal of Services
(see attachments)

WachsWater SERVICES

801 Asbury Drive Buffalo Grove, Illinois 60089
800 525 5821 fax 847 415 2196
wachswaterservices.com

City of Norco
Chad Blais, Director
2870 Clark Avenue
Norco, CA 92860

June 16, 2016

Subject: Valve Assessment and Repair Program

Wachs Water Services (WWS) is pleased to submit our proposal to the City of Norco for a Valve Assessment and Repair Program. We believe that our local staff's experience assessing, testing and repairing valves locally for the past five years, along with more than a decade of performing similar services successfully in more than 200 utilities, uniquely qualifies the Wachs Water Services team as the most experienced and the right choice to deliver these important services to the City of Norco. Wachs Water Services submits the following information regarding our company:

Company Name:	Pure Technologies U.S. Inc. dba Wachs Water Services
Company Tax ID No:	36-4377643
Company Address:	801 Asbury Drive, Buffalo Grove, IL, 60089
Local Address:	170 Vander Street, Unit F, Corona, CA 92880

The Wachs Water Services Team stands ready to perform the services outlined in Attachment A, We are confident that we will deliver the successful completion of the and we want to thank you for the opportunity to submit our proposal on this very important project, and we look forward to a favorable decision on behalf of the Wachs Water Services Team. The pricing breakdown is:

Scope of Work	Unit Price
Mobilization	$ 1,000.00*
Valve Assessment, Testing & Survey with GPS and Leak Sounding	$ 61.20
Raises in asphalt	$100.00
Raises in dirt, grass, sand or gravel	$50.00
GPS of air release valves, sampling stations and Can Not Locates	$10.00

*Waived mobilization rate due to local crew availability.

We look forward to continuing to provide our valve services. Please advise if you have any questions or changes to this proposal and scope.

Sincerely,

Peter Olson, Jr.
Project Manager
(847) 691-3008

GENERAL

Overall Summary

The City of Norco desires to initiate this professional services agreement for a Valve Assessment and Repair Program which serves three primary purposes:

- To evaluate and improve the operability of valves in the water distribution system through hands on field activities.
- To document, integrate and analyze location, operational and physical information of valves in the water distribution system through professional services activities.
- To define and refine the scope and value of an ongoing system wide program through consulting activities.

This agreement is for a valve program, which may be extended, by mutual agreement, for up to two additional 1-year periods.

Program Description

The City of Norco desires Wachs Water Services (WWS) to develop, plan and execute a program to locate, inspect, clean out, assess, exercise, operationally test, mark, record mapping grade GPS data, document attribute characteristics, create a deliverable database and create work orders for water distribution system valves. This program will address approximately 1,000 valves in the City of Norco distribution system. WWS will analyze the results of the program and deliver a summary and final asset report to the City of Norco. The results of this program will be used to evaluate the value of a system wide program.

SPECIFIC FUNCTIONS OF WACHS WATER SERVICES

Locate Valves

The City of Norco will provide WWS with a minimum of two copies of the most current water distribution maps for the project area. WWS will locate all valves using the following guidelines:

- WWS will search for all main line valves visually using the maps provided
- WWS will search for valves shown, but not identified by visual inspection, using a magnetic locator, probing rods and other tools.
- If the valve cannot be located after searching for fifteen minutes, it will be identified in the database as "CANNOT LOCATE", documented as a work order, creating a mapping grade GPS position at the location where searched.
- WWS will search for and GPS all sampling stations air release valves.

Identify Valves

Each water distribution valve record will be identified by its corresponding City of Norco identification number. In cases where Asset ID's are not available, WWS will create a temporary identification number that will be agreed upon before field operations commence.

Access Valves

The valve cover shall be removed by WWS in order to access the valve. If, after attempting to remove the valve cover, it is clear that the cover is "stuck" the cover will be broken, the valve accessed and the cover replaced. Covers will be provided by the City of Norco.

Clean Out Valve Box/Vault

WWS will vacuum out debris or pump out water from the box/vault in order to allow access to the valve operating nut and bonnet bolts where possible. In every case the operating nut must be exposed and clearly visible (not under water or debris) when the valve is exercised. In order to

provide this service WWS must provide a vacuum and water pump with every work crew. The City of Norco will provide a location for discarding materials vacuumed out of the valve structures.

Inspection
WWS will execute a visual inspection of the asset. This inspection will be conducted from street level and is intended to discover discrepancies that are readily visible from above ground.

Operational Testing
WWS will be required to operate all valves by fully exercising them and performing minor work order repairs while making numerous observations about the condition, operability and functionality of each valve. Observations are to be meticulously documented electronically while linking them directly to earth coordinates via GPS. WWS will operate underneath the guidelines set forth in this agreement. Due to the potential condition or deterioration of assets that may or may not have been maintained, WWS will not be held liable for any assets that fail or break or the consequences of such failures during the operating procedures due to pre-existing conditions. Any assets that fail or break during operation will be repaired or replaced by the utility.

Valve Exercising
WWS will exercise each valve a minimum of two full cycles and operations and exercising will continue until operating torque stabilizes without measurable decreases and valve turn count stabilized without measurable increases. Exercise is defined as a full cycle, from open to shut to open again. All valves will be exercised at the lowest operational torque. More explicitly, torque will be reduced immediately following initial movement of the valve to the lowest foot-pound required to continue moving the valve.

Leak Sounding
WWS will use specialized advanced, digital audio listening devices and skilled operators to effectively and efficiently perform leak sounding on each valve. WWS will listen, evaluate and categorize sound to facilitate and prioritize future leak correlation scheduling. Documentation of all listening points assessed will be provided in digital format and will include asset number of valves along with categorization of either no leak, possible leak or definite leak.

Valve Marking
Valve lid covers will be marked, as the inspection and exercising process is completed, with blue marking paint.

Minor Rehabilitation
WWS will complete minor repairs as they are encountered throughout this program if requested by the City of Norco and billed per the applicable line item in the pricing section. Minor repairs are defined as repairs that can return an asset to full operability and do not require backhoe excavation or breaking the pressure barrier of the water system. While many different repairs may be necessary in order to restore full operability, WWS is to only complete the raise repairs noted below for valves buried more than two inches.

Valve Repairs

- Raising valve boxes in asphalt
    - Locate the paved over valve, cut asphalt (small cut), jackhammer down to the cover, apply risers, raise to existing street level, backfill with compacted material and patch with cold patch material. Materials (risers) will be provided by the City of Norco.
- Raising valve boxes in dirt, grass, sand or gravel
    - Locate the buried valve, dig down to the cover, apply risers, raise to existing ground level, backfill with compacted soil. Materials (risers) will be provided by the City of Norco.

Equipment and Software
WWS will provide all necessary materials, equipment, labor to complete the Valve Assessment and Repair Program. WWS will use an industrial vacuum with at least a 12 cu. ft. holding capacity and a water pump with a minimum pumping capacity of 300 GPM.

GPS Data
All the water assets encountered in this program are to be GPS mapped within sub-meter accuracy. Attribute data will be delivered in a geodatabase feature class compatible with the City of Norco's existing data schema. Coordinate data shall be field collected with autonomous GPS readings and subsequently differentially corrected via post-processing. WWS shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point features shall be collected at an epoch of 1 second with a minimum occupation of 20 seconds. Specific parameters include:

- Elevation mask: 15 degrees above the horizon
- Coordinate system: as agreed with the City of Norco
- Satellites: >= 4
- Position Dilution of Precision (PDOP): <6
- Horizontal Dilution of Precision (HDOP): <4
- Minimum number of raw positions collected: 20

In addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process.

- PDOP value
- HDOP value
- Correction Status
- Date Recorded
- Time Recorded
- Total Positions
- Filtered Positions
- Horizontal Precision
- Vertical Precision
- Standard Deviation
- .cor File Name
- X-coordinate
- Y-coordinate

Documentation
Data will be documented at each asset and will be agreed upon in advance of work startup with the City of Norco. WWS will provide before and after pictures of all repairs.

Water Valves
- Physical data
  - Asset ID number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, if clean out was necessary, valve discrepancies (categories and details), box/vault discrepancies (categories and details), document leak sounds and additional physical information as necessary
- Location data
  - GPS position and coordinate data items as noted above
- Operational data
  - Turns to fully close, torque, close direction, torque chart for larger valves or valves that are initially difficult to turn, specific operational discrepancies (categories and details), additional operational comments as necessary

- Leak Sound
    - Sound will be categorized "strong, possible or none" for each valve

- Discrepancies
    - Detail on discrepancies so that a work order (as described below) can be concisely created

Deliverable Database
WWS will provide applicable valve data in a spatially accurate format compliant with the City of Norco's existing data structure. The database shall contain the information agreed with the City of Norco.

Before field operations commence, a meeting to be attended by WWS and the City of Norco will be held to reach alignment on specific data schemas to be employed. It is at this juncture that WWS and the City of Norco will reach agreement on which specific features will be collected, the format this feature data will conform to, and the final resting place for all collected and calculated information within the City of Norco's data infrastructure so that it can be appropriately mapped and accessed by the City of Norco staff. In addition, proposals shall offer a detailed solution to seamlessly integrate field collected data into the City of Norco's enterprise data infrastructure.

Evaluation Presentation and Deliverables
WWS will evaluate and analyze the results of the program and develop an evaluation presentation for the City. This evaluation presentation will include an analysis of the results of the program, findings, learning's, suggestions and recommendations for the City. At a minimum the following deliverable reports will be presented to the City;

- Valve Operability – a detailed summary of operability. Accompanying this report will be a map record of inoperable and / or broken valves.
- Frozen Valve – a detailed summary accompanied by a map depicting frozen valves. The successful vendor will recommend threshold size, torque and turn discrepancies constituting the frozen valve = "YES" attribute.
- Repairs – Before and after photos of all repairs
- Opened Work Orders – a detailed summary of work orders opened in the City of Norco's asset management system that could not be completed during the initial pass of inspection and repair by the field crew. This report will be accompanied by a map document showing location detail.
- Leak Sound – A graphical allocation depiction of leak sounds categorized by possible, strong and no sounds accompanied by recommendations for more leak detection services including correlation and or logging.
- Wrong Position Valves – detailed map document showing where valves were:
    - Found Closed Left Closed
    - Found Closed Left Open
- Validated database compliant with ESRI ArcGIS

ADDITIONAL PROGRAM OBJECTIVES

GIS QA / QC Plan
Proposals shall include a detailed QA/QC plan identifying quality checkpoints throughout the program lifecycle. At a minimum, proposals shall describe methods for developing mapping grade horizontal accuracy and accurate attribute data.

Work Orders
WWS will create work orders for all required repairs that are needed in order to bring the valves in the system up to 100% operability. These work orders will be captured and managed in a database to be provided by WWS. Work orders will specifically note the discrepancy of the valve and the

repair activity required to return the valve to full operability. Work orders will contain the following information:

- Valve ID
- Map number
- Specific valve discrepancy (category and details)
- Specific repair activity required to return the valve to full operability

Scheduling
WWS will propose an overall schedule of work to be approved by the City of Norco. The City of Norco shall approve the work schedule before allowing WWS to proceed.

Safety
WWS will abide by all OSHA safety regulations in the fulfillment of this scope of services. WWS shall provide all traffic control services necessary to ensure a safe working environment for the fulfillment of the contract. As a requirement to perform this scope of work safely **each truck crew will have a minimum of two workers**. All work vehicles will be equipped with amber warning lights, strobe lights, directional arrow board lights, communications equipment and will clearly identify WWS.

Professionalism
WWS will ensure that all activities are conducted in a professional manner. At a minimum WWS will ensure all personnel are in an approved uniform; all field equipment is maintained clean and neat; all trucks are clearly identified with WWS's name and contact phone number and written procedures for field operations and information management processes are contained within the vehicle in an operations manual.

CONDITIONS OF ENGAGEMENT FOR THE PROVISION OF SERVICES

(North America)

The Proposal is issued upon and is subject to these Conditions of Engagement, which will be sought in the Contract to be executed between the Client and Wachs Water. If the Proposal is accepted by the Client, these Conditions of Engagement and the Proposal will be the substantive basis for the Contract between the Client and Wachs.

1. DEFINITIONS

In these Conditions of Engagement the following definitions apply:

Client	means any person or persons, firm or company engaging Wachs to provide the Services.
Contract	means the professional services agreement to be executed between Wachs as a result of the Proposal.
Proposal	means Wachs Water's offer to carry out the Services and includes all related correspondence plus agreed written variations or amendments thereto.
Services	means those services of whatever nature to be supplied by Wachs under the Contract.
Site	means the facility, land, installation or premises to which Wachs is granted access for the purposes of the Contract and may include any combination of the foregoing.
Wachs Water	means Wachs Valve and Hydrant Services, LLC, or any of their affiliates, as the case may be, which submitted the Proposal and is a party to the Contract.

2. WACHS' OBLIGATIONS

2.1 Wachs will perform the Services in accordance with the procedures described in the Proposal, using reasonable skill, care and diligence and consistent with industry standards.

2.2 Wachs Water will ensure that the equipment used in performing the Services is in a good and functional state.

3. CLIENT'S OBLIGATIONS

3.1 The Client will provide to Wachs Water full, good faith co-operation to assist Wachs Water in providing the Services. Unless otherwise specified in the Proposal and without limiting the generality of the foregoing, the Client will at its own expense:

(i) ensure, if required, access to private land will be given to Wachs and that any official permits or permissions required for Wachs to have access to the Site or carry out the Services are obtained and are in force for the duration of the Services;

(ii) inform Wachs Water in writing of any special circumstances or danger which the execution of the Services may entail or which are

inherent in the Site, including the existence and identity of any known hazardous substance or material;

(iii) perform such additional duties and responsibilities and provide such information and resources as are described in the Proposal.

3.2 The description of the Services and related compensation amount set out in the Proposal will be based upon information that the Client shall have provided to Wachs, and assumptions that Wachs shall have identified in the Proposal. The Client acknowledges that if any such information provided by Client is materially incomplete or inaccurate, or if the assumptions identified by Wachs Water are not correct, then the parties will modify the Proposal to reflect the actual information, assumptions, and Services required, and the compensation to Wachs Water will be adjusted accordingly using the change order process set out in the Contract, or if there is no such process, on an equitable basis.

4. PROPRIETARY AND CONFIDENTIAL INFORMATION

4.1 All reports generated in the performance of the Services and delivered by Wachs Water to the Client will become the property of the Client.

4.2 Wachs Water's equipment which is made available to the Client in connection with the Contract and the raw data generated in the performance of the Services will remain the sole and exclusive property of Wachs Water. The Client will not acquire any proprietary rights in Wachs Water's equipment, systems, software, technology, inventions (whether or not patentable), patents, patent applications, documentation, specifications, designs, data, databases, methods, processes or know-how ("Wachs Technology"). Any modifications or improvements to the Wachs Technology made during the performance of the Services will be the sole and exclusive property of Wachs Water.

4.3 Both parties agree to keep confidential all documentation and information provided by the other during the performance of the Contract. The obligations set out in this clause 4.3 will remain in full force and effect after any termination or expiry, as the case may be, of the Contract.

5. LIABILITY AND WARRANTIES

5.1 Wachs Water will indemnify the Client against any expense, demand, liability, loss, claim or proceeding whatsoever in respect of personal injury to or the death of any person, or any loss, destruction or damage to any tangible property and arising directly or indirectly from the negligence of Wachs Water, its employees, servants or agents except to the extent caused by the negligence of the Client or any person for whom the Client is responsible. The Client will similarly indemnify Wachs Water.

5.2 Wachs Water will not be liable for any loss of production, loss of use of property, loss of revenue or profit, equipment downtime, business interruption, loss of goodwill, loss of anticipated savings, cost of procurement of substitute goods or services, or for any consequential, indirect, incidental, or special loss or damage suffered by the Client or any third party, or for any punitive damages, even if advised of the possibility thereof and notwithstanding the failure of essential purpose of any remedy.

5.3 Wachs Water cumulative liability under the Contract, whether in contract, tort (including negligence), or otherwise, will in no event exceed the aggregate consideration paid by the Client to Wachs Water for the portion of the Services that gave rise to the liability, provided, however, that this clause 5.3 shall not

limit Wachs Water's indemnification obligations under these Conditions of Engagement.

5.4 The report(s) and any other recommendations or advice made by Wachs Water relating to the pipeline or the Services will be made in accordance with the procedures described in the Proposal, using reasonable skill, care and diligence consistent with industry standards, but do not and will not constitute a warranty of the pipeline's quality, capacity, safety or fitness for purpose. Wachs Water will not be liable to the Client for any liability or damages that arise from the Client's reliance upon or application or use of such final report or recommendations or advice made by Wachs Water in relation to the pipeline or Services.

5.5 Wachs Water's warranties for the Services will be set out in the Contract. Wachs Water disclaims all implied or statutory warranties or conditions, including of merchantability, merchantable quality, durability, or fitness for particular purpose to the extent allowed by applicable law.

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 20, 2016
SUBJECT:	Acceptance of Proposal for Professional GIS Services
RECOMMENDATION:	Accept the proposal submitted by Miller Spatial Services, LLC, to provide professional services for the City's new GIS system in the amount not to exceed $60,000.00.

SUMMARY: Public Works is seeking City Council approval to accept the proposal from Miller Spatial Services, Inc. (Miller Spatial) to provide professional GIS services to support the implementation of the new GIS program.

BACKGROUND/ANALYSIS: The City Council recently approved staff's request to enter into a software licensing and maintenance agreement with ESRI, Inc. for its GIS software which will be used as the backbone software for the new GIS program and work order/asset management system. Staff recently hired Miller Spatial Services for $4,950.00 to create a GIS implementation road map by conducting a review and analysis of the City's existing GIS related data files to determine the following: 1) the current state of Norco's GIS data, and 2) how to structure and improve the GIS data to support the City's new GIS and work order/asset management programs. Miller Spatial has completed its review and submitted its recommendations of how the City can implement a solid foundation for an updated approach to develop its GIS program (see attached report). Public Works would now like to move forward with implementing the recommendations.

Public Works has identified a need for a qualified and experienced professional consulting firm to provide GIS development services for the City. The City does not have qualified staff (GIS Technician, GIS Analyst, and GIS Programmer) necessary for the installation and setup of the new GIS software and the creation of the desired basemap for GIS. Miller Spatial already has a direct understanding of how Public Works desires to expand the City's GIS database and resolve existing GIS deficiencies and needs, staff determined that they are best positioned and qualified to provide the services needed to build the GIS program in the most expeditious timeline and reasonable cost. Staff believes that Miller Spatial Services has the necessary expertise and staffing to efficiently and cost effectively develop the water and sewer distribution system GIS maps that the Public Works Department is seeking. Miller Spatial Services

will provide a combination of onsite and external professional services on an "as-needed" hourly basis (see attached proposal). Miller Spatial has provided a cost proposal of $9,660 to conduct the initial installation and setup for the new GIS software and basemap. Miller Spatial will provide additional services as requested and approved by Public Works on per hourly rates identified in the proposal.

Staff is recommending the City Council accept the proposal from Miller Spatial in the amount not-to-exceed $60,000.00 to provide professional services for the City's new GIS system.

FINANCIAL IMPACT: The cost for the GIS related professional services has been budgeted within Water and Sewer Funds Operating and Capital Improvement Program budgets.

Attachment: GIS Road Map
Miller Spatial – GIS Technical Services Proposal
Annual On-Call Professional Services Agreement

GIS ROAD MAP

7/11/2016

City of Norco

This document discusses the current state of GIS data at the City of Norco, and provides recommendations to how to structure and improve the GIS data in order to support the City's GIS and Asset Management program.

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GIS Road Map

CITY OF NORCO

1.0 EXECUTIVE SUMMARY

The quality and completeness of GIS data is important to support GIS applications that provide reliable information. Miller Spatial collected and reviewed all GIS data available at the City on April 25, 2016. This was a collection of data that has been acquired over many years through various projects. Most of the data was of unknown quality and completeness. A total of 520 GIS layers where identified. Most of the data is from 2012 or older. Only 35 layers are newer than 2012. Most of the layers appear to be GIS data that was used to support a specific project.

This document identifies the GIS layers that will be important to for building a GIS program that will allow the City to maximize its return on investment in GIS.

This document is divided into the following sections:

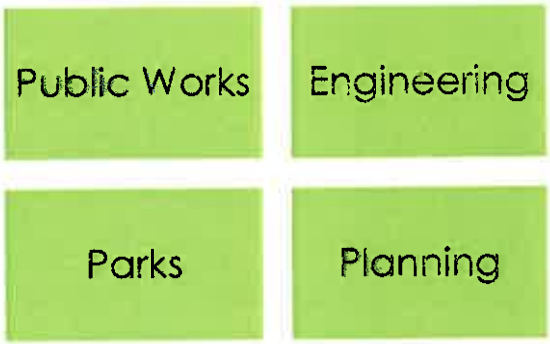
- **Current GIS Data** – Discusses the current state of GIS data at the City
- **GIS Basemap** – Discusses the GIS data needed to build the foundation layers for GIS
- **Asset Management** – Discusses the GIS data needed to support an Asset Management program at the City
- **Recommendations**– Discusses our recommendations on how the GIS data should be structured at the City using best practices.

2.0 INTRODUCTION

In an effort to improve organizational efficiency and bring added value to the way the City conducts business, the City has contracted with Miller Spatial to develop a High-level GIS Road Map. The goal of this plan is to develop a road map and solid foundation for an updated approach to the application of Geographic Information System (GIS) and related technologies. The focus of this plan is to address the deficiencies found and make recommendations to expand the use of GIS at the City by maximizing improved efficiency opportunities. This approach consists of a strategy that aligns with the City's mission "to enhance the quality of life through outstanding service to its diverse community" and incorporates the latest advances in GIS management practices.

With this goal in mind, Miller Spatial provided a survey to strategic departments. The results of the survey were used to prioritize GIS initiatives to meet the City's goals.

The diagram below shows the departments that participated in the survey process.



3.0 DATA REVIEW

Miller Spatial collected all GIS-Data available at the City on April 25, 2016. This data was located in the GIS-Norco folder. The following section summarizes our findings during the review of this data.

3.1 Current GIS Data

The GIS-Norco folder contained over 900 files. Out of this data, 520 GIS layers were found. This data is in various formats including file geodatabase, shapefiles, and coverages.

The diagram below shows the types of GIS layers that currently reside in the GIS folder.

FIGURE 1 GIS DATA TYPES

GIS Data Review

The City's past use of GIS appears to have focused on planning. There were many GIS files that were related to 'Planning Projects/Developments' areas. Various versions of parcels were also found throughout the data, and were probably acquired for specific projects. Parcels, Zoning, General Plan, Streets, and ROW boundaries appear to cover the entire City. Even though the data covers the entire city, we did find that some of the layers do not matchup spatially. For example, the ROW layer does not matchup with the parcels.

GIS data for utilities was only found for Stormwater, Sewer, Fiber Optics, and Water. The Water data only contains Hydrants and Reservoirs. The Hydrant data appears to cover the City, but it doesn't have any attributes such as size, and they do not appear to be spatially accurate. Some hydrants appear to be spatially located within homes when compared to aerials for example. The Sewer only contains mains for the southeast section of the city and does not appear to be very accurate. All utility layers have very limited attribute information available and will not support an asset management system. We recommend that the utilities be mapped using available source information such as as-builts, or through field inspections using GPS. GPS will only allow the capture of above ground assets.

FIGURE 1 SEWER DATA

Overall, we have found that the current GIS data is in various levels of detail and accuracy. The Planning related layers appear to be the most complete. Many of the layers appear to be mapped from different basemap sources and do not precisely align. Utility related assets are particularly lacking in completeness and accuracy with the exception of potentially the Fiber-Optic and storm water data.

In all, 793 GIS files were reviewed. Approximately 90% of these files are project specific or duplicates and are not needed in the City's Enterprise GIS database. Miller Spatial recommends that the following layers be loaded into the City's Enterprise GIS database:

Basemap

- Trails
- APN Book Boundaries
- Building footprints
- Address Points
- Points of Interest:
    - Parks
    - Schools
    - Churches
    - Senior Housing
    - City Facilities

Planning

- General Plan
- Zoning
- Fire Hazard Zones
- Flood Hazards
- Seismic Hazards
- Specific Plan boundaries
- Open Space locations

Public Works

- Storm Drain
- Fiber Optics
- Water Facilities
- Water meters (from AMI)
- Hydrants
- Bridges

Miller Spatial recommends that the following basemap layers be acquired from the County and potentially used instead of using the City layers. See section ***3.2 GIS Basemap*** for an explanation on why an analysis needs to be done.

- Parcels
- Street Centerlines
- City Boundary

3.2 GIS Basemap

The Basemap defines the foundation that will be used for all other GIS data used by the City. The Basemap typically consists of the parcel, street, and address data. The positioning of the parcels are typically used to determine the spatial location of other GIS assets such as water mains when mapping new layers into a GIS. Therefore, it is important that the City establish the official basemap data to be used. Riverside County provides parcel and street data free of charge on a regular maintenance cycle. The parcels in the City's GIS appear to have already been provided by the County. Using the County parcels means that the City will not have to maintain a City parcel layer which can be costly. A problem with using the County parcels though is that if there are inaccuracies in the spatial location of the parcels, they won't be corrected until the County updates the area. It will be important to estimate the accuracy of the parcels using an accurate aerial photo or survey points as a reference. The image below shows how the City's ROW boundary and parcels do not match spatially.

FIGURE 2 ROW AND PARCELS DO NOT ALIGN

SAWPA (Santa Ana Water Shed Authority) currently has a highly accurate aerial available through a grant for water conservation. This imagery can be used to check the accuracy of the parcels and identify areas that might be substantially in error. If the parcels appear to be fairly accurate throughout the City, the County parcels and streets can be used for the basemap.

3.3 Recommendations

The City's future use of GIS should focus on the implementation of enterprise wide software, data, and resource infrastructure to allow each department to use GIS technology to meet its mission while minimizing the duplication of effort and data. The foundation to this solution is the implementation of a citywide common GIS database. This database should be implemented in a Relational Database Management System (RDBMS) using Microsoft SQL Server managed by ArcGIS Server. ArcGIS Server's primary role is to act as the database access engine to spatial data within a RDBMS. ArcGIS Server technology provides geospatial behavior, integrity, and utility to the underlying records of the GIS database (geodatabase). The geodatabase is the primary data storage model for ArcGIS. This is the database foundation for future GIS based applications/

The enterprise GIS should contain information common to all users as well as information particular to departmental applications which includes the following:

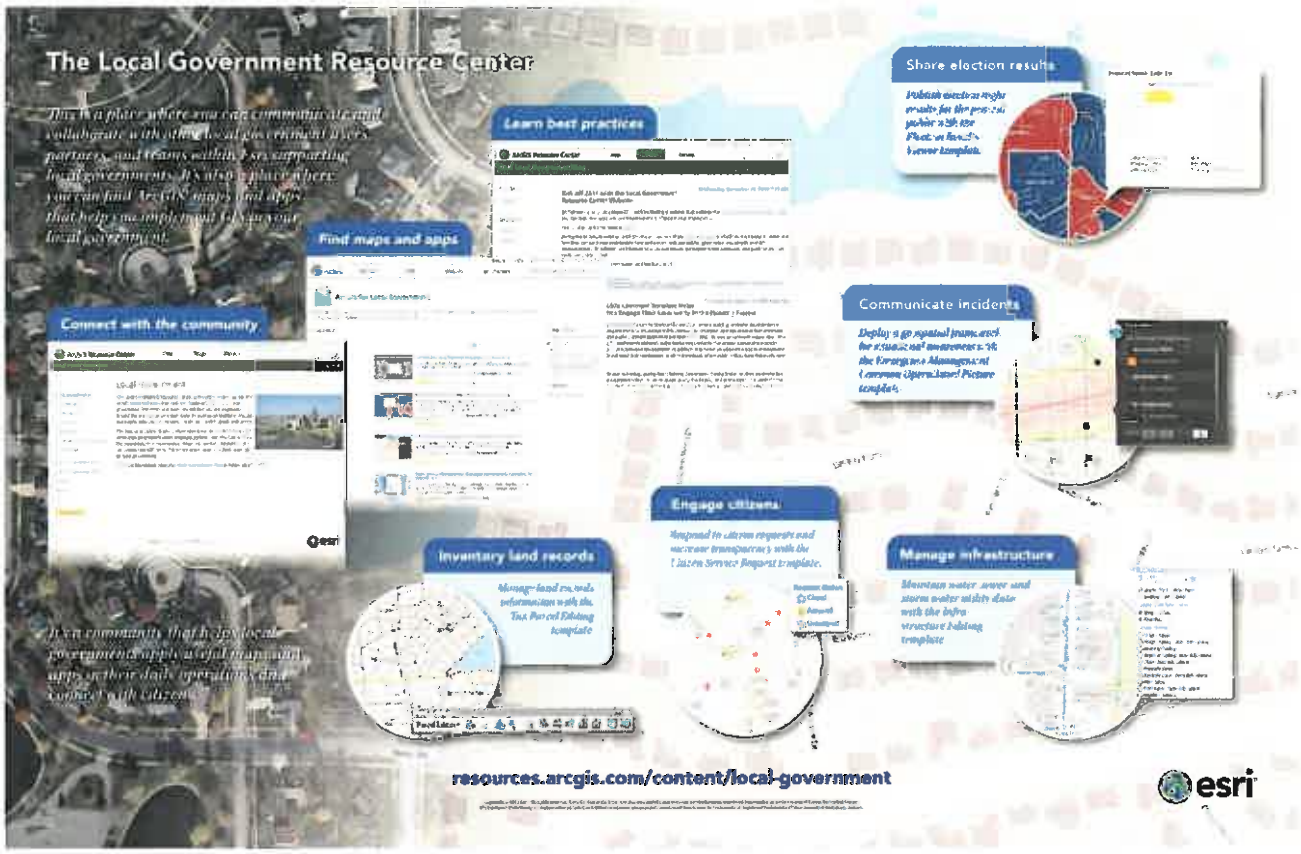
- Water Network Features** (i.e. pressurized mains, valves, hydrants, etc)
- Sewer Network Features** (i.e. gravity mains, laterals, manholes, etc.)
- Planning layer (zoning, general plan, etc)*
- Stormwater Network Features*
- Fiber Optic Features*
- Spatial Operation Features (i.e. main breaks)**
- Administrative Boundaries*
- Street Centerlines**
- Street Name and Address Range**
- Parcels**
- Addresses**
- Easements**
- Elevation**
- Aerial Photography**

*Currently available

**Currently not available or need updated dataset.

Our recommendation is that the City should use Esri's Local Government Information Model (LGIM) when setting up the GIS database. This model has been developed and tested by city's across the United States. This is considered a best practice for agencies using Esri technology, and will allow the City to implement the hundreds of Esri GIS Application templates available for free with reduced configuration costs.

Many Esri business partners such as Cityworks and Lucity build their applications to leverage the LGIM database to reduce implementation times and costs.



The City should acquire the SAWPA imagery and evaluate the accuracy of the current County Parcels against the aerial. In addition to the imagery, SAWPA will also provide landscape analysis data. This data can be used to support City water conservation efforts.

The City then needs to focus on loading the basemap data (parcels, streets, and addresses) first so that other datasets can be mapped using the same basemap and everything will align. In addition to providing a spatial reference for all other city layers, the basemap address and street data can be used to support City Computer Aided Dispatch systems and facilitate address searches within applications.

The Planning related layers appear to be the most complete, but need to be updated. Specifically, Land Use and Zoning layers need to be updated to reflect the City's current development and General Plan. Because these layers are directly related to parcels, it is recommended that land use and zoning information from the current layers is transferred to the County parcels, and new layers are created from the county boundaries. This will be the lowest cost method to assure that the layers align with the new basemap.

The City has many duplicate versions of layers that copied and used for various projects. The most current version of each layer should be used, and the others deleted so that there is only one version of each layer in the GIS database. Layers determined to be of low quality and no value should also be deleted. Some low quality layers could be used as a reference when mapping a more accurate version of a layer. This will need to be determined on a layer by layer basis and will depend on what other source information is available. It is often more cost effective to start over and completely recreate a layer rather than fix bad data.

Typically, a City's greatest Return on Investment is in applications related to managing utility assets. Most of the City's utility data is of limited value because it is either incomplete, spatially inaccurate, or has limited attribute information available. When discussing GIS accuracy, there are two types of accuracy to consider. Relative accuracy is the location of an asset relative to another accuracy. Spatial accuracy is the location of an asset compared to its true location in the real world. Relative accuracy is considered far more important to a GIS system than spatial accuracy. Relative accuracy is what is used for network modeling operations such as identifying what valves need to be shutoff for a main break and notifying customers that are affected. A high level of relative accuracy can be achieved at a much lower cost than spatial accuracy. The existing utility data can be loaded into the GIS and updated over time as funding becomes available. In order to fully leverage the capabilities of a GIS, it is recommended that the City identify the best sources for each utility such as as-builts and remap the utilities using best industry standards. If paper sources are not available, field data collection will be required. This can be achieved using GPS receivers to collect asset locations and attributes. Another option is to use street level imagery from companies such as Cyclomedia. These companies drive the streets of the City and generate high resolution street imagery that can be used to map the location of assets at a spatial accuracy similar to GPS, but at a potentially much lower cost. The negative of both GPS and street level imagery is that they only allow the mapping of above ground assets and assumptions have to be made about the location of underground pipes unless CCTV can be done.

Out of all the utilities, water utilities present the greatest opportunity to improve operations. Water Utilities typically cost more to maintain and are more complex than the other wet utilities. The dependable distribution of water to customers is also extremely important. Because of this, the tracking of asset maintenance is important. Typically, an asset management system is used to track the following:

- Hydrant Flushing
- Valve Exercising
- Leaks/Breaks
- Meter Changeouts
- Water Quality Sampling

Another potential use of GIS is Citizen Engagement. Staff time working with Citizens who need information can be reduced by leveraging GIS applications that allow a Citizen to obtain the information they need regarding a specific location (typically their address). For example, a developer could find out the zoning of a particular parcel, and obtain plans. Citizens can automatically be notified of an event such as a main break that affects their area. Additionally, citizens can use applications such as Citysourced to report problems like leaks through a web site or mobile application that are automatically entered into the asset management/work order system and automatically routed to the correct department or staff.

In conclusion, Miller Spatial recommends that the City setup an enterprise GIS system that provides access to potentially all City departments. It is recommended that the City GIS database use Esri's Local Government Information Model as its data model. The City should establish and create the official basemap that will be used for all other city layers. The City's current GIS layers can then be loaded into the GIS so that Esri web application templates that can immediately benefit the city and its citizens can quickly be setup. It will then be important for the City to prioritize the mapping of layers that will be needed to support an asset management system such as the water and sewer utilities.

Next Steps

The following diagram shows the recommended order of tasks that the City should follow:

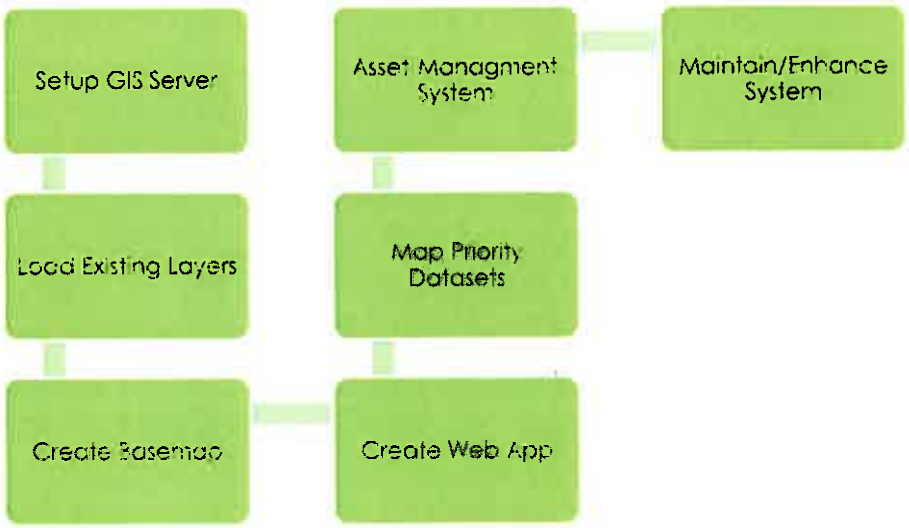


FIGURE 3 RECOMMENDED TASKS

The first four tasks can be done immediately based on existing data and GIS software licensing that the City already has available. Descriptions of these tasks are below:

SETUP GIS SERVER

Setup a new GIS server to host the Enterprise GIS database using Microsoft SQL Server and ArcGIS Server. Load Esri's Local Government Information Model (LGIM) into GIS server.

LOAD EXISTING LAYERS

Acquire county parcel, centerline, and city boundary data. Assist City in acquiring SAWPA imagery. Load the recommended city layers into the GIS Server using the LGIM schema. Compare the County parcel and street centerline data to the SAWPA imagery and make a recommendation on the suitability of the County data for the City's Basemap.

CREATE BASEMAP

Once the parcel and street centerlines data source is determined, all basemap layers can be loaded into the GIS Server for use by Web Applications.

CREATE WEB APPLICATION

Setup the City's ArcGIS Online account and create a Web Application for use by City Staff that displays the GIS data that has been loaded.

4.0 APPENDIX (GIS DATA LAYERS)

The following table summarizes the GIS layers that reside in the current City GIS folder:

Layer Name	Other Loc	Use	Notes:
2638 valey view		unknown	Buffered boundary of neighborhood or smaller sized area
Auto Mall Zone changes		auto mall	Buffered multi boundary of Auto Mall
Coverage		planning	looks to be the main location of master data for city's geo database
Noise Element-Exhibit3.6		planning	map: locations in the city where the desire for noise is low
Noise Element-Exhibit3.7		planning	map: noise propagation from freeway & major roads
Noise Monitoring Locations Exhibit3.2		planning	map: noise monitoring locations in the city
Combined Flood and Seismic Hazards Map		unknown	map: Aaron did during his internship
Critical Facilities LHMP		unknown	map: Aaron did during his internship
Hydrant Reassignment		unknown	map: Aaron did during his internship
Norco Fiber Optic		unknown	map: Aaron did during his internship
Storm Drainage Map		unknown	map: Aaron did during his internship
Noise Element-Exhibit3.2 Monitoring Locations		unknown	map: Aaron did during his internship
Noise Element-Exhibit3.6 Sensitive Receptors		unknown	map: Aaron did during his internship
Noise Element-Exhibit3.7 Impacted Areas		unknown	map: Aaron did during his internship
County_Parcels		planning	county parcels in the city's boundary
General_Plan	Norco_GIS.gdb	planning	parcels in the city
Storm_Drainage_Points	Norco_GIS.gdb	storm	storm drain points in the city
Vacant_Land	Norco_GIS.gdb	planning	vacant land in the city

Layer Name	Other Loc	Use	Notes:
1221 Fifth Street		unknown	Buffered boundary of neighborhood or smaller sized area
1225 Fifth Street 350 foot Radius		unknown	Buffered boundary of neighborhood or smaller sized area
1350 Fourth Street 300 Foot Radius		unknown	Buffered boundary of neighborhood or smaller sized area
1433 foxtrotter		unknown	Buffered boundary of neighborhood or smaller sized area
1767 western		unknown	Buffered boundary of neighborhood or smaller sized area
1984 Corona		unknown	Buffered boundary of neighborhood or smaller sized area
1984 Corona Ave		unknown	Buffered boundary of neighborhood or smaller sized area
1984 Corona Avenue		unknown	Buffered boundary of neighborhood or smaller sized area
2 Final 5053 Roundup Rd		unknown	Buffered boundary of neighborhood or smaller sized area
200 feet 1433 Foxtrotter		unknown	Buffered boundary of neighborhood or smaller sized area
2001 Third Street 2		unknown	Buffered boundary of 26-50% of city sized area
2001 Third		unknown	Buffered boundary of 26-50% of city sized area
2185 Hamner NO		unknown	Buffered boundary of neighborhood or smaller sized area
2185 hamner NO2		unknown	Buffered boundary of neighborhood or smaller sized area
2185 Hamner		unknown	Buffered boundary of neighborhood or smaller sized area

Layer Name	Other Loc	Use	Notes:
229 8th		unknown	Buffered boundary of neighborhood or smaller sized area
229 Eigth Street		unknown	Buffered boundary of neighborhood or smaller sized area
2460 crazy horse		unknown	Buffered boundary of neighborhood or smaller sized area
2615 Corydon Ave No		unknown	Buffered boundary of neighborhood or smaller sized area
2615 Corydon		unknown	Buffered boundary of neighborhood or smaller sized area
2638 valley view buffer		unknown	Buffered boundary of neighborhood or smaller sized area
2640 foot Radius for 2001 Third St		unknown	Buffered boundary of 5-25% of city sized area
2640		unknown	Buffered boundary of 5-25% of city sized area
2879 Sierra Ave		unknown	Buffered boundary of neighborhood or smaller sized area
300 foot Radius for 1433 Foxtrotter		unknown	Buffered multi boundaries of 100% of city sized area
300 Radius for 1433 Foxtrotter		unknown	Buffered boundary of neighborhood or smaller sized area
3050 Corona Ave 300 Foot Radius		unknown	Buffered boundary of neighborhood or smaller sized area
3231 cutting horse number3		unknown	Buffered boundary of neighborhood or smaller sized area
3231 cutting horse rd second map		unknown	Buffered boundary of neighborhood or smaller sized area
3231 Cutting Horse		unknown	Buffered boundary of neighborhood or smaller sized area

Layer Name	Other Loc	Use	Notes:
3231		unknown	Buffered boundary of neighborhood or smaller sized area
3441 Hillside Ave 400 foot radius		unknown	Buffered boundary of neighborhood or smaller sized area
3441 Hillside Ave		unknown	Buffered boundary of neighborhood or smaller sized area
3441 Temescal Ave 350 foot Radius		unknown	Buffered boundary of neighborhood or smaller sized area
3535 california Avenue		unknown	Buffered boundary of neighborhood or smaller sized area
3749 Valley View Ave		unknown	Buffered boundary of neighborhood or smaller sized area
4250 California Ave 350 Radius		unknown	Buffered boundary of neighborhood or smaller sized area
4250 California		unknown	Buffered boundary of neighborhood or smaller sized area
4250 Cavaletti Ln 300 foot radius		unknown	Buffered boundary of neighborhood or smaller sized area
5053 Roundup Rd		unknown	Buffered boundary of neighborhood or smaller sized area
auto mall test		unknown	Buffered boundary of neighborhood or smaller sized area
auto mall		unknown	Buffered boundary of neighborhood or smaller sized area
Bowers 3231 Cutting Horse		unknown	Buffered boundary of neighborhood or smaller sized area
Equestrian		unknown	Buffered multi boundary of neighborhood or smaller sized area
Final 229 Eight Street		unknown	Buffered boundary of neighborhood or smaller sized area

Layer Name	Other Loc	Use	Notes:
final 2460 crazy horse		unknown	Buffered boundary of neighborhood or smaller sized area
Final 3231 Cutting Horse		unknown	Buffered boundary of neighborhood or smaller sized area
Final 4250 California Avenue 350 Radius map		unknown	Buffered boundary of neighborhood or smaller sized area
Final 5053 Roundup Rd		unknown	Buffered boundary of neighborhood or smaller sized area
HCI		unknown	Buffered boundary of neighborhood or smaller sized area
HCI2		unknown	Buffered boundary of neighborhood or smaller sized area
HCI3		unknown	Buffered boundary of neighborhood or smaller sized area
HCI4		unknown	Buffered boundary of neighborhood or smaller sized area
Navarro 2879 Sierra		unknown	Buffered boundary of neighborhood or smaller sized area
Norco Auto Mall final final		unknown	Buffered multi boundary of Auto Mall
Norco Auto Mall Final		unknown	Buffered multi boundary of Auto Mall
Norco Auto Map Radius Map		unknown	Buffered multi boundary of Auto Mall
test		unknown	Buffered boundary of neighborhood or smaller sized area
test3		unknown	Buffered boundary of neighborhood or smaller sized area
norco_mjst		planning	annotation of major street names in city
norco_situs		planning	annotation of property address numbers in city

Layer Name	Other Loc	Use	Notes:
nstn_city		planning	annotation of major street names in city
nstn_tile		planning	annotation of major street names in city
plcname1		unknown	no records: annotation of building numbers
APN Book Number Map 30x42		planning	map: APN Book Number Map 30x42
APN Book Number Map 8x11		planning	map: APN Book Number Map 8x11
county_city_parcels		planning	parcel map that references 'H:\aerial_eagle\' location with (most likely) aerial data
countyparcels		planning	parcels of city as well as surrounding area, no assessor's data (extend is all of Riverside county)
BookBoundary		planning	Riverside county BookBoundary featureclass
CONDOMINIUMS		planning	Riverside county condominiums
CONDOMINIUMS_ASSESSOR		planning	Riverside county condominiums with additional assessor table fields
ParcelAssessor		planning	Riverside county polygon parcels with assessor's data
ParcelLine		planning	Riverside county line parcels with no data: shape only
Parcels		planning	Riverside county polygon parcels: APN only
key		unknown	Key site Plan: B&W scan of plan, corner of Hamner & Town and Country
logo_color		unknown	city Logo
school		unknown	scan (high resolution but not flat) of Kennedy High School plans
TnC		unknown	scan of parcel map #31044 on Town and Country
bldfoot	Norco_GIS.gdb	planning	building footprints
bndy		golf	boundary

Layer Name	Other Loc	Use	Notes:
cartpath		golf	golf cart paths including ones in Corona
clall	Norco_GIS.gdb	transportation	centerlines all
control		unknown	5 points along Western side of city and 4 control points
exhc		unknown	related to/impacted by I-215/91 freeway interchange
fairway		golf	golf fairways; including ones in Corona
fedup		planning	parcels in the Eastern side of city including newer parcel subdivisions
freeway		transportation	I215 & 91 freeways
fullgrid	Norco_GIS.gdb	general	10x13 rectangular grid of grids covering the city
genplan		general	general plan area; city, not including city streets & i-215 freeway corridor
golf		golf	golf areas in city; looks to be Norco only parts of 'golf'
golfpoly		golf	golf boundary areas in city
hydrants	Norco_GIS.gdb	emergency	point location of fire hydrants in city
hydrants_811	Norco_GIS.gdb	emergency	point location of fire hydrants in city
I1-823		unknown	selection of parcel lines along eastern edge of city, next to 'I3-823'
I1-825		unknown	2 parcels in the center of the city but are different size than what's on the parcel layer
I2-825		unknown	hand full of parcel outlines in south central part of city
I2825a		unknown	3 parcel outlines similar to 'I2-825' but shifted to the right
I3-823		unknown	selection of parcel lines along eastern edge of city, next to 'I1-823'
lake	Norco_GIS.gdb	planning	lake Norconian

Layer Name	Other Loc	Use	Notes:
lot1-823		unknown	hand full of parcel outlines in south western part of city
medians		planning	one median outline in south western part of city
navyroads	Norco_GIS.gdb	planning	roads on the Navy's property
norcl_hist		unknown	one parcel line crossing street corner in the southern part of the city
norco_bld	Norco_GIS.gdb	planning	commercial? Buildings in the city
norco_ease		unknown	bad object
norco_fs		unknown	easement? Parcel lines around 2 parcels in the central eastern part of the city
norco_hist		unknown	newer city centerlines
norco_s811		unknown	partial street annotation
norco1		planning	street addresses annotation, 811 dig alert?
norcobndy	Norco_GIS.gdb	general	boundaries of city and surrounding areas
norcocl		unknown	no records:
norcogrid	Norco_GIS.gdb	general	map grid covering the city
norcorow		planning	streets polygons in the city
nstn_c811		transportation	street name annotation
nstn_large		transportation	street name annotation
nstn_t811		transportation	street name annotation
p30548		unknown	existing parcel lines in center of city
p30648		unknown	existing parcel lines in center of city
p33429		unknown	new parcel lines in center of city
par_wtf		unknown	new parcel lines in SE section of city, similar to but different from 'par_wtfnii'
par_wtfnii		unknown	new parcel lines in SE section of city, similar to but different from 'par_wtf'

Layer Name	Other Loc	Use	Notes:
parcback	Norco_GIS.gdb	planning	backup of parcels in city and East vale
parcel822	Norco_GIS.gdb	planning	another copy of parcels in city and East vale
parcels	Norco_GIS.gdb	planning	another copy of parcels in city and East vale
parcels811	Norco_GIS.gdb	planning	another copy of parcels in city and East vale
park	Norco_GIS.gdb	planning	parks in the city
parnorth	Norco_GIS.gdb	planning	parcels south of the city
partemp	Norco_GIS.gdb	planning	backup of parcels in city and East vale
plcname_lg		unknown	no records: place names
prirow	Norco_GIS.gdb	transportation	street name annotation
prirow811	Norco_GIS.gdb	transportation	street name annotation; 5 less than 'prirow'
row_carto		unknown	parcel lines on southern end of city
rowfinal		unknown	parcels in city and Corona mostly up to but not including parcels on city boundary
scale400		unknown	scale bar
scalebar400		unknown	scale bar
scalebarnrco		unknown	scale bar
schools		planning	schools
t27580		unknown	parcel lines on eastern end of city; copy of t275base?
t275base		unknown	parcel lines on eastern end of city; copy of t27580?
t275cenline		unknown	centerline involved wit the parcels from t275base
t2-823		unknown	parcel lines for 2 parcels on the NE section of the city
t3-825		unknown	parcel lines for 2 parcels on the eastern section of the city
zoning		planning	zoning
fullgrid	Norco_GIS.gdb	general	map grid covering whole city

Layer Name	Other Loc	Use	Notes:
Eastvale_Auto_Aid_Partial_Roads		transportation	Eastvale centerlines
fire_hazard_zones		emergency	map: fire_hazard_zones
fire_hazard_zones_50		emergency	map: fire_hazard_zones_50
lra_zone_high		emergency	fire hazard areas (missing spatial reference)
lra_zone_moderate		emergency	fire hazard areas (missing spatial reference)
lra_zone_very_high		emergency	fire hazard areas (missing spatial reference)
lra1		emergency	copy of parcels for city and East vale
zone_other_high		emergency	used in: fire_hazard_zones map
zone_other_moderate		emergency	used in: fire_hazard_zones map
zone_other_unzoned		emergency	used in: fire_hazard_zones map
AKO_Overlay		planning	parcel subset, residential neighborhood, alignment slightly off (projection?), AKO: Army Knowledge Online?
AutoMall_Split		auto mall	something to do with auto mall
bridge_mask		transportation	bridges that cross the 215 in the city
C-G_Overlay	Norco_GIS.gdb	planning	partial parcels in NE part of city
City_Boundaries	Norco_GIS.gdb	planning	city boundary
City_Boundaries_Updated	Norco_GIS.gdb	planning	city boundary
CountyParcels		planning	all of the county parcels
CTO_Overlay		planning	some parcels between Hamner Ave and I-15
I-15 ROW		planning	I-215 right of way
I15		unknown	GIF: I-215 road sign
I-15	Norco_GIS.gdb	planning	I215 in the city
Lake_Norconian	Norco_GIS.gdb	planning	Lake Norconian
Lake_Overlay	Norco_GIS.gdb	planning	parcels related to lake Norconian
parcels	Norco_GIS.gdb	planning	parcels
Pedestrian_Equestrian_Trails	Norco_GIS.gdb	planning	Pedestrian_Equestrian_Trails

GIS Data Review

Layer Name	Other Loc	Use	Notes:
Schools	Norco_GIS.gdb	planning	Schools
Schools_Small_Map	Norco_GIS.gdb	planning	Schools_Small_Map
Specific_Plans_Merge		planning	areas of all Specific Plans
Specific_Plans_Outline		planning	outlines of all Specific Plans
Sphere_of_Influence	Norco_GIS.gdb	planning	parcels adjacent to western edge of city
centerlines		transportation	annotation for centerline featureclass
centerlinesAnno	Norco_GIS.gdb	transportation	annotation for centerline featureclass
GeneralPlan_Large_6.12.07		planning	JPEG of map: GeneralPlan_Large_6.12.07
GeneralPlan_Small_6.12.07		planning	JPEG of map: GeneralPlan_Small_6.12.07
Zoning_Large_6.12.07		planning	JPEG of map: Zoning_Large_6.12.07
Zoning_Small_6.12.07		planning	JPEG of map: Zoning_Small_6.12.07
GeneralPlan_Large_6.12.07		planning	map: GeneralPlan_Large_6.12.07
GeneralPlan_Small_6.12.07		planning	map: GeneralPlan_Small_6.12.07
Zoning_Large_6.12.07		planning	map: Zoning_Large_6.12.07
Zoning_Small_6.12.07		planning	map: Zoning_Small_6.12.07
GeneralPlan_Large_6.12.07		planning	map: GeneralPlan_Large_6.12.07
GeneralPlan_Small_6.12.07		planning	map: GeneralPlan_Small_6.12.07
Zoning_Large_6.12.07		planning	map: Zoning_Large_6.12.07
Zoning_Small_6.12.07		planning	map: Zoning_Small_6.12.07
GeneralPlan_Large_1.30.08		planning	map: GeneralPlan_Large_1.30.08
GeneralPlan_Small_1.30.08		planning	map: GeneralPlan_Small_1.30.08
Zoning_Large_1.30.08		planning	map: Zoning_Large_1.30.08
Zoning_Small_1.30.08		planning	map: Zoning_Small_1.30.08

Layer Name	Other Loc	Use	Notes:
1900-1945 Full Size Map		general	historical map: 1900-1945 Full Size Map
Custom Map Run Book 1900-1945		general	historical map: Custom Map Run Book 1900-1945
Year_Built		general	historical map: Year_Built
Year_Built_pre_1945		general	historical map: Year_Built_pre_1945
Gen_Plan		planning	map: general plan
sheriff		emergency	map: Sheriff
Zoning		planning	map: zoning
FH		unknown	single/double point/polygon with one/two entries and a unknown spatial reference
GAS		unknown	single/double point/polygon with one/two entries and a unknown spatial reference
NOCODELINE		unknown	single/double point/polygon with one/two entries and a unknown spatial reference
NOCODEPOINT		unknown	single/double point/polygon with one/two entries and a unknown spatial reference
STOP		unknown	single/double point/polygon with one/two entries and a unknown spatial reference
WM		unknown	single/double point/polygon with one/two entries and a unknown spatial reference
County_Parcel_Clip_2011	Norco_GIS.gdb	general	shapefile of 2011 county parcels (no additional info added) clipped to city boundary
Eagle_Aerial_2011		unknown	parcel map of the city including aerial
Parcel_Master_2012_FE	Norco_GIS.gdb	general	shapefile of 2012 county parcels (no additional info added) clipped to city boundary
Zoning Map		planning	map: Zoning Map
Zoning Map10_1		planning	map: Zoning Map10_1
Parcels with Address		planning	map: Parcels with Address

Layer Name	Other Loc	Use	Notes:
Sewer Info		planning	map: Sewer Info
APN Book Number Map 30x42 Vacant Parcels		planning	map: APN Book Number Map 30x42 Vacant Parcels
APN Book Number Map 30x42 with Selected Parcels		planning	map: APN Book Number Map 30x42 with Selected Parcels
Large Map 1900-1945		planning	map: Large Map 1900-1945
Large Map 1946-1966		planning	map: Large Map 1946-1966
Map Run BookHistPrsv Referrence Page		planning	map: Map Run BookHistPrsv Reference Page
Map Run BookHistPrsv		planning	map: Map Run BookHistPrsv
Zoning Map for Printing		planning	map: Zoning Map for Printing
Zoning MapSCALE		planning	map: Zoning MapSCALE
County_Parcel_Clip	Norco_GIS.gdb	planning	copy of city parcels; no assessor's data
Mailing_List_1		unknown	parcels selected for mailing for unknown reason
Mailing_List_2		unknown	parcels selected for mailing for unknown reason
Mailing_List_3		unknown	parcels selected for mailing for unknown reason
Mailing_List_4		unknown	parcels selected for mailing for unknown reason
Mailing_List_5		unknown	parcels selected for mailing for unknown reason
Mailing_List_6		unknown	parcels selected for mailing for unknown reason
Site 1 300 Radius		unknown	map: document using Maiking_List_?? shapefile and Dissolve_HouseELEM?? featureclass
Site 2 300 Radius		unknown	map: document using Maiking_List_?? shapefile and Dissolve_HouseELEM?? featureclass
Site 3 300 Radius		unknown	map: document using Maiking_List_?? shapefile and Dissolve_HouseELEM?? featureclass
Site 4 350 Radius		unknown	map: document using Maiking_List_?? shapefile and

Layer Name	Other Loc	Use	Notes:
			Dissolve_HouseELEM?? featureclass
Site 5 500 Radius		unknown	map: document using Mailking_List_?? shapefile and Dissolve_HouseELEM?? featureclass
Site 6 300 Radius		unknown	map: document using Mailking_List_?? shapefile and Dissolve_HouseELEM?? featureclass
Map Run Book		planning	map: document that uses 14 featureclasss in the Norco_GIS.gdb that use was unknown
Combined Flood and Seismic Hazards Map		planning	map: Combined Flood and Seismic Hazards Map
Critical Facilities LHMP		planning	map: Critical Facilities LHMP
Hydrant Reassignment		planning	map: Hydrant Reassignment
Norco Fiber Optic		planning	map: Norco Fiber Optic
Storm Drainage Map		planning	map: Storm Drainage Map
Noise Element-Exhibit3.2 Monitoring Locations		planning	map: Noise Element-Exhibit3.2 Monitoring Locations
Noise Element-Exhibit3.6 Sensitive Receptors		planning	map: Noise Element-Exhibit3.6 Sensitive Receptors
Noise Element-Exhibit3.7 Impacted Areas		planning	map: Noise Element-Exhibit3.7 Impacted Areas
Parcel_Master_2012		planning	2012 master list of parcels (w/assessor's data) clipped to city boundary; updated version should be obtained from the county
Parcel_Master_2012_FE		planning	2012 master list of parcels (APN only) clipped to city boundary; updated version should be obtained from the county
ADT		general	major roads featureclass, ADT (Average Daily Traffic?, but there is no data in the table)
AKO_Overlay		special project	parcel subset, residential neighborhood, alignment slightly off (projection?), AKO: Army Knowledge Online?

Layer Name	Other Loc	Use	Notes:
Arrow_Pointers_Flood		flood	arrows pointing to flood POI, rename to align with other flood featureclass?
Auto_Mall_Specific_Plan		Auto Mall	parcels related to Auto Mall, 4 different from Auto_Mall_Specific_Plan_Underlying_Zones
Auto_Mall_Specific_Plan_Underlying_Zones		Auto Mall	parcels related to Auto Mall, 4 different from Auto_Mall_Specific_Plan
Book_Boundary_Lines		Special project	single polygon in NW corner of city
boundary_polygon		general	adjacent city/county boundaries
Bridge_Mask		transportation	bridges that cross the 215 in the city
Buffer_1417_Sixth		special project	buffer around specific parcel: 1417 Sixth
Buffer_3171_Cutting_Horse		special project	buffer around specific parcel: 3171 Cutting Horse
Buffer_Chk600		special project	buffer around specific location
Buffer_HouseELEM2300		special project	buffer around hand full of parcels
Buffer_HouseElement_Site1		special project	buffer around hand full of parcels
Buffer_HouseElement_Site2		special project	buffer around hand full of parcels
Buffer_HouseElement_Site3_1		special project	buffer around hand full of parcels
Buffer_HouseElement_Site3_2		special project	buffer around hand full of parcels
Buffer_HouseElement_Site3_3		special project	buffer around hand full of parcels
Buffer_HouseElement_Site3_Dis		special project	buffer around hand full of parcels
Buffer_HouseElement_Site4		special project	buffer around hand full of parcels
Buffer_HouseElement_Site5		special project	buffer around hand full of parcels
Buffer_HouseElement_Site6_1		special project	buffer around hand full of parcels

Layer Name	Other Loc	Use	Notes:
Buffer_HouseELEMMod		special project	buffer around hand full of parcels
Buffer_HouseELEMMod_2		special project	buffer around hand full of parcels
Buffer_HouseELEMMod_3		special project	buffer around hand full of parcels
Buffer_Radius_Check		special project	buffer around hand full of parcels
Buffer_SSAVV300		special project	buffer around hand full of parcels
Buffer_Ted_Brookspk		special project	buffer around hand full of parcels
Buffer_Ted_Brookspk500		special project	buffer around hand full of parcels
BufferChck_CUP_2012_02		special project	buffer around hand full of parcels
BufferChck_CUP_2012_02_2		special project	buffer around hand full of parcels
building_footprint_polygon		planning	building footprints of commercial? buildings in the city
Center_lines		transportation	street centerline featureclass of the city
CenterlineAnnoMajorStreets		transportation	annotation for major street centerline (ADT?)
CenterlinesAnno		transportation	annotation for centerline featureclass
CG_Overlay		planning	partial parcels in NE part of city
Churches		planning	churches in the city
City_Boundaries		general	boundary of the city
City_Boundaries_County2011		general	older boundary of the city
City_Facilities		general	point location of city facilities
cl_arc		transportation	cl_arc_1 featureclass updated with two additions; make it new master centerline???
cl_arc_1		transportation	centerline lines featureclass updated with hand full of additions

Layer Name	Other Loc	Use	Notes:
County_Parcels		planning	county parcels, no accessor's data, unknown creation date
Critical_Facilities		emergency	parcel subset of location of city critical facilities
Dissolve_3171_Cutting_Horse		unknown	Dissolved buffered boundary of neighborhood or smaller sized area
Dissolve_3171_Cutting_Horse2		unknown	Dissolved buffered boundary of neighborhood or smaller sized area
Dissolve_HouseELEM1		unknown	Dissolved buffered boundary of neighborhood or smaller sized area
Dissolve_HouseELEM2		unknown	Dissolved buffered boundary of neighborhood or smaller sized area
Dissolve_HouseELEM3_Buf		unknown	Dissolved buffered boundary of neighborhood or smaller sized area
Dissolve_HouseELEM3Buf		unknown	Dissolved buffered boundary of neighborhood or smaller sized area
Dissolve_HouseELEM3Sb1		unknown	Dissolved buffered boundary of neighborhood or smaller sized area
Dissolve_HouseELEM3Sb2		unknown	Dissolved buffered boundary of neighborhood or smaller sized area -
Dissolve_HouseELEM4		unknown	Dissolved buffered boundary of neighborhood or smaller sized area
Dissolve_HouseELEM6		unknown	Dissolved buffered boundary of neighborhood or smaller sized area
Dissolve_HouseELEMMod		unknown	Dissolved buffered boundary of neighborhood or smaller sized area
Dissolve_Second_and_ValleyVie		unknown	Dissolved buffered boundary of neighborhood or smaller sized area
Dissolve_Ted_Brookpk		unknown	Dissolved buffered boundary of neighborhood or smaller sized area

Layer Name	Other Loc	Use	Notes:
Emergency_Operations_Cntr		emergency	point location of EOC for the city
Fiber_Conduit		general	line location of city fiber conduit for the city
Fiber_Pullbox		general	point location of city fiber pull box locations for the city
Fire_Stations		emergency	point location of two city fire stations
Flood_Hazards		flood	Norco city flood related featureclass
Flood_Hazards_2_Line		flood	Norco city flood related featureclass
Flood_Hazards_Floodways_Hatch		flood	Norco city flood related featureclass
Flood_Hazards_Floodways_Line		flood	Norco city flood related featureclass
Flood_Hazards_Labels		flood	Norco city flood related featureclass
Flood_Hazards_Zone_1_Hatch		flood	Norco city flood related featureclass
Flood_Hazards_Zone_2_Hatch		flood	Norco city flood related featureclass
freeway_polygon		transportation	detailed section of 215 that bisects city
Gateway_Parcel_Separation		special project	1 to 3 parcel sub divide
Gateway_Specific_Plan		special project	special project, 198 parcels on southern edge of city
Geocoded_Norco		planning	address points; different projection that rest of Norco_GIS.gdb
Geocoded_Norco_2		planning	address points; different projection that rest of Norco_GIS.gdb
grid_polygon		general	10x13 rectangular grid of grids covering the city
horsetrail		transportation	horse trails in the city (similar but different from Pedestrian_Equestrian_Trails featureclass)
hydrant_point		emergency	point location for fire hydrants

Layer Name	Other Loc	Use	Notes:
I_15_Bridges		transportation	roads on bridges that cross the 215
Label_Lines_Critical_Facilities		emergency	lines for labels for critical facilities
Lake_Norconian		general	outline of lake Norconian
Naval_Warfare_Cntr		general	point location of Naval Warfare center
Noise_Monitoring_Annotation		general	numbered annotation of Noise Monitoring stations
norcocl_arcAnno_36x48		planning	street name labels for map, 36x48
norcocl_arcAnno_8x11		planning	street name labels for map, 8x11
Open_Space		general	open space locations
PAKA_Ovrlay		planning	parcel subset along Eastern edge of city
Parcel_Master_2012		planning	parcels of city, no assessor's information
Parcels_polygon		planning	parcels in the city, has assessor's info
Parcels_polygonAnno		planning	parcels annotated with year built (1900-1945)
Parcels_polygonAnno2		planning	parcels annotated with year built (1900-1945); slightly bigger font
Parcels_Zoning		planning	parcels with zoning classification
park_annotation_names		recreation	park name annotations
park_arc		recreation	park outlines
park_label		recreation	park point locations
park_polygon		recreation	park outlines
park_polygon_1		recreation	park outlines
park_tic		recreation	4 point locations located outside the city in a rectangle
Pedestrian_Equestrian_Trails		recreation	trails (similar but different from horsetails featureclass)
Pointer_Arrows_Map_Run_Book		recreation	pointer arrows, entry point for bike trail?

Layer Name	Other Loc	Use	Notes:
Police_Stations		emergencyE361D361:L362	point location of police station
prirow811_arc		emergencyE361D361:L362	811 dig alert, located in Norco and Corona; Corona source of data?
prirow811_label		emergencyE361D361:L362	811 dig alert, 387 point locations in Norco and Corona; Corona source of data?
prirow811_polygon		emergencyE361D361:L362	811 dig alert, located in the city
prirow811_tic		emergencyE361D361:L362	811 dig alert, 59 point locations mostly aligned in a grid in south Norco and most of Corona
Prison		emergency	point location of prison
Private_Roads_Mask		unknown	no records:
PW_Yard		planning	Public Works point location
Quad_Grid_Historic_Preservation		general	Quad Grids in city boundary
row		planning	street area (single entry)
Schools		planning	point location of schools (including college)
Seismc_Hazards_A_Line		emergency	seismic related featureclass
Seismic_A_Line_ALL		emergency	seismic related featureclass
Seismic_Hazards_A		emergency	seismic related featureclass
Seismic_Hazards_ALL		emergency	seismic related featureclass
Seismic_Hazards_DL		emergency	seismic related featureclass
Seismic_Hazards_DLL		emergency	seismic related featureclass
Seismic_Hazards_Pointers		emergency	seismic related featureclass
Seismic_Slope_Instablility_Anno		emergency	seismic related featureclass
Senior_Housing		planning	SeniorHousing; single point; no additional information
SeniorHousing		planning	SeniorHousing
Sesmic_Hazards_Chino_Fault_Pointer		planning	no records: senior housing featureclass
situs		planning	lines for address annotation
situs_1		planning	duplicate of 'situs'

GIS Data Review

Layer Name	Other Loc	Use	Notes:
situsAnno_36x48		planning	street address annotation, 36x48
situsAnno_8x11		planning	street address annotation, 8x11
Specific_Plan_Outline		general	boundary areas mostly along the S/SE/E boundary of the city
Sphere_of_Influence		general	East vale parcels selection outside city's NW boundary
Storm_Drainage		general	storm drainage lines
Storm_Drainage_Points		general	point location of storm drainage points
Union_Vacant_Parcels		general	vacant parcels; slightly more that 'Union_Vacant_Parcels_2'; probably slightly older
Union_Vacant_Parcels_2		general	vacant parcels; more that 'Union_Vacant_Parcels'; probably slightly newer
Water_Reservoirs		general	point location of city water reservoirs
Water_Reservoirs_Poly		general	location of city water reservoirs
Water_Treatment_Fac		general	point location of the city water treatment facility
Arrow_Pointers_Flood_1		flood	pointers to indicate flood issue location
Flood_Hazards_2_Line_1	Norco_GIS.gdb	flood	2% flood lines
Flood_Hazards_Floodways_Hatch_1	Norco_GIS.gdb	flood	floodways area
Flood_Hazards_Floodways_Line_1	Norco_GIS.gdb	flood	floodways line
Flood_Hazards_Labels_1	Norco_GIS.gdb	flood	line for labeling a flood featureclass
Flood_Hazards_Zone_1_Hatch_1	Norco_GIS.gdb	flood	2% flood area, along river
Flood_Hazards_Zone_2_Hatch_1	Norco_GIS.gdb	flood	2% flood area, middle of city
Seismc_Hazards_A_Line_1	Norco_GIS.gdb	seismic	edge lines of some seismic areas
Seismic_Hazards_A_1	Norco_GIS.gdb	seismic	seismic areas
Seismic_Hazards_DL_1	Norco_GIS.gdb	seismic	lines along northern/river edge of city
Seismic_Hazards_DLL_1	Norco_GIS.gdb	seismic	more lines along northern/river edge of city

Layer Name	Other Loc	Use	Notes:
Seismic_Hazards_Pointers_1	Norco_GIS.gdb	seismic	pointers for Seismic_Hazards_DLL_1
Seismic_Slope_Instability_Anno_1	Norco_GIS.gdb	seismic	point' polygons used for annotation
Sesmic_Hazards_Chino_Fault_Pointer_1	Norco_GIS.gdb	seismic	no records: Chino fault annotation pointer
Sewer_Lateral		sewer	no records: laterals
Sewer_Main		sewer	location of serer lines only in eastern part of the city
Sewer_ManHole		sewer	no records: manhole points
city_parks		planning	map: of city parks
NHSP Address		specific plan	Specific plan map, including Auto Mall but Gateway zoomed in on parcels along eastern edge of city
Ted Brooks 500 Rad		special project	map: indicating creating a single parcel from two adjacent parcels
700 Feet Radius Mapping		planning	map: 700 Feet Radius Mapping
ADT Map		planning	map: ADT Map
Auto Mall Specific Map		planning	map: Auto Mall Specific Map
Base Circulation		planning	map: Base Circulation
basemap		planning	map: basemap
City Map with Street Names		planning	map: City Map with Street Names
citymap_parks		planning	map: citymap_parks
County Parcels 2011 Working Map		planning	map: County Parcels 2011 Working Map
Flood Hazards Map Safety Element		planning	map: Flood Hazards Map Safety Element
Gateway Specific Map		planning	map: Gateway Specific Map
GeneralPlan_5.23.12		planning	map: GeneralPlan_5.23.12
GeneralPlan_Large_5.23.12		planning	map: GeneralPlan_Large_5.23.12
GeneralPlan_Small_6.12.07		planning	map: GeneralPlan_Small_6.12.07
Horse Trails		planning	map: Horse Trails

Layer Name	Other Loc	Use	Notes:
Housing Element Exhibits		planning	map: Housing Element Exhibits
Land Use Designation Exhibit Map Zone Change		planning	map: Land Use Designation Exhibit Map Zone Change
Map Run Book		planning	map: Map Run Book
Norco Pride Nomination Route		planning	map: Norco Pride Nomination Route
Parcels with Address		planning	map: Parcels with Address
Radius Mapping		planning	map: Radius Mapping
Seismic Hazards Map Safety Element		planning	map: Seismic Hazards Map Safety Element
TTM Radius		planning	map: TTM Radius
Working Map Vince		planning	map: Working Map Vince
Wyle Lab Site Map		planning	map: Wyle Lab Site Map
Zoning Map for Printing 11x17		planning	map: Zoning Map for Printing 11x17
Zoning Map for Printing		planning	map: Zoning Map for Printing
Zoning Parcels 3Ac		planning	map: Zoning Parcels 3Ac
Zoning_boundaryCHANGE		planning	map: Zoning_boundaryCHANGE
SiesmicMap		planning	TIF of: seismic map
Critical Facilities LHMP		planning	map: Critical Facilities LHMP
Hazard Mitigation Plan Citywide Map		planning	map: Hazard Mitigation Plan Citywide Map
Vacant Parcels 30x42		planning	map: vacant parcels
Vacant Parcels with Zoning 11X17		planning	map: vacant parcels
2008_11_17		planning	map: 2008_11_17
2008_11_17_aerial		planning	map: 2008_11_17_aerial
2008_36_42		planning	map: 2008_36_42
2009_11_17		planning	map: 2009_11_17
2009_11_17_aerial		planning	map: 2009_11_17_aerial
2009_36_42		planning	map: 2009_36_42
aerial_11_17		planning	map: aerial_11_17
avid		planning	Artist rendition of building

Layer Name	Other Loc	Use	Notes:
Bobs_Big_Boy		planning	Artist rendition of building
bobs_big_boy_map		planning	Artist rendition of building
Campus Park		planning	Artist rendition of building
clock_only		planning	Artist rendition of clock
fairfield		planning	Artist rendition of building
Horseshoe Plaza		planning	Artist rendition of building
la_quinta		planning	Artist rendition of building
new_11_17		planning	map: new_11_17
new_36_42		planning	map: new_36_42
NEW_aerial_36_42		planning	map: NEW_aerial_36_42
Norco Country Center		planning	Artist rendition of building
Norco Office Suites_Madison Gardens Inv Grp_2008		planning	Artist rendition of building
Norco Sixth St Light		planning	Artist rendition of light
Norco_Residential_Commercial_Map new		planning	map: Norco_Residential_Commercial _Map new
Norco_Residential_Commercial_Map		planning	map: Norco_Residential_Commercial _Map
pdf_aerial		planning	map: pdf_aerial
sixth_st_light		planning	Artist rendition of light
town_clock		unknown	picture of town clock
Town_n_country		planning	picture of available commercial property on Town and Country
Vicinity_map		general	map: general city map of the Inland Empire area with Norco pinpointed
AppComDevelop		unknown	no records:
Commercial_Parcels		planning	Commercial Parcels
Lake_Polygon		planning	lake Norconian
New Development Opportunities 2		planning	New Development Opportunities 2 (bad spatial reference)
NewDevelopOpp		planning	New Develop Opportunities (mostly along Hamner Ave)

Layer Name	Other Loc	Use	Notes:
Norco_Roads_Label		transportation	centerlines
Office_Industrial_Edit_2_3_06		planning	Office/Industrial (mostly along Hamner Ave)
Park_Polygon		planning	parks in the city
Recent_Completed_Under_Construction		planning	Recent_Completed_Under_Construction (mostly along Hamner Ave)
ResidentiaParcels		planning	ResidentiaParcels (along eastern edge of city)
norco_map		unknown	map: of the city with streets w/annotation, parks, lake, building footprints & parcels
Landbase		planning	No records: includes building footprints, lake area, streets w/annotation, parcels w/annotation, parks w/annotation
bldfoot	Norco_GIS.gdb	planning	commercial building footprints
logo_color		marketing	color logo of the city
prirow		planning	parcels and road shapes in city and Corona
boundary	Norco_GIS.gdb	general	city and surrounding boundaries
crc		unknown	4 parcels on western edge of city; next to 'NWAS'
hydrants	Norco_GIS.gdb	emergency	point location of fire hydrants
NWAS		unknown	4 parcels on western edge of city; next to 'crc' (Naval Surface Warfare Center)
parcels	Norco_GIS.gdb	planning	parcels in city and East vale
cartpath	.\norco\Coverage	golf	shapefile copy of coverageFeaturClass: cartpath
control	.\norco\Coverage	unknown	shapefile copy of coverageFeaturClass: control
fairway	.\norco\Coverage	golf	shapefile copy of coverageFeaturClass: fairway
freeway	.\norco\Coverage	transportation	shapefile copy of coverageFeaturClass: freeway
fullgrid	.\norco\Coverage	unknown	shapefile copy of coverageFeaturClass: fullgrid

Layer Name	Other Loc	Use	Notes:
genplan	.\norco\Coverage	unknown	shapefile copy of coverageFeaturClass: genplan
golf	.\norco\Coverage	golf	shapefile copy of coverageFeaturClass: golf
golfpoly	.\norco\Coverage	golf	shapefile copy of coverageFeaturClass: golfpoly
hydrants	.\norco\Coverage	emergency	shapefile copy of coverageFeaturClass: hydrants
lake	.\norco\Coverage	planning	shapefile copy of coverageFeaturClass: lake
mapgrid	.\norco\Coverage	unknown	shapefile copy of coverageFeaturClass: mapgrid
navyroads	.\norco\Coverage	planning	shapefile copy of coverageFeaturClass: navy roads
norco_fs	.\norco\Coverage	unknown	shapefile copy of coverageFeaturClass: norco_fs
norcobndy	.\norco\Coverage	unknown	shapefile copy of coverageFeaturClass: norcobndy
norcocl	.\norco\Coverage	unknown	shapefile copy of coverageFeaturClass: norcocl
norcogrid	.\norco\Coverage	unknown	shapefile copy of coverageFeaturClass: norcogrid
norcorow	.\norco\Coverage	unknown	shapefile copy of coverageFeaturClass: norcorow
parcels	.\norco\Coverage	planning	shapefile copy of coverageFeaturClass: parcels
park	.\norco\Coverage	planning	shapefile copy of coverageFeaturClass: park
schools	.\norco\Coverage	planning	shapefile copy of coverageFeaturClass: schools
zoning	.\norco\Coverage	planning	shapefile copy of coverageFeaturClass: zoning
basemap	.\norco\Norco_GIS_DB\Planning	general	map: city base
city owned property		planning	map: city owned properties
horsetrail		planning	map: horse trails

Layer Name	Other Loc	Use	Notes:
Storm_Drainage	Norco_GIS.gdb	storm	storm drains in the city

GIS TECHNICAL SERVICES

A PROPOSAL TO
CITY OF NORCO

July 11 2016

Miller Spatial
3499 10th Street
Riverside, Ca 92501

MILLER

July 11, 2016

Mr. Chad Blais
Public Works Director
City of Norco
2870 Clark Avenue
Norco, CA 92860

Subject: Proposal for GIS Technical Services

Dear Chad,
This proposal is for providing GIS technical services related to setting up a new GIS environment and continued as need support. Specifically, this will involve the following tasks:

-Project Initiation
-New GIS Server Setup
-Load Existing GIS Layers and Create Basemap
-Create GIS Web Application
-On Call Technical Services

I have including information about our company (including references), the scope of work, and the cost proposal. In addition to the services in this proposal, Task 5 is for ongoing GIS support services. We can provide remote support or place an Analyst, programmer, or consultant on site to meet your needs.

Please let me know if you have any questions or concerns regarding this proposal.

Sincerely,

Bruce Miller
Founder | GIS Consultant

About Our Company

Introduction

Miller Spatial Services, LLC is a GIS Consulting company offering implementation, data, and application development services. Our founder, Bruce Miller, has 20 years of experience in GIS, Asset Management, and systems integration. All of our technical staff have at least 5 years of expertise in their discipline.

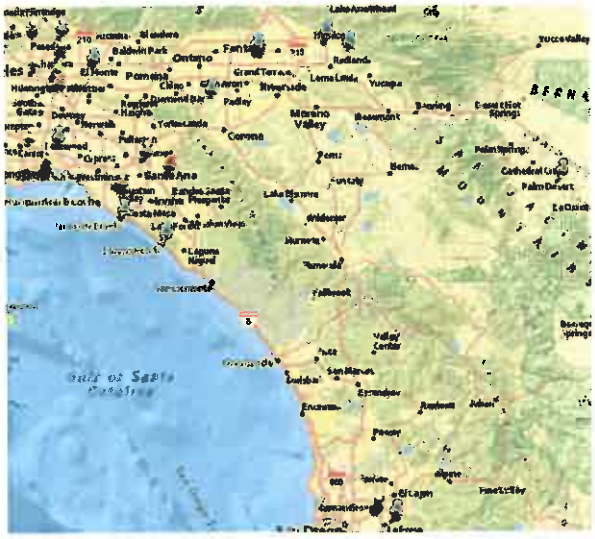
In addition to providing services for specific projects, we are also able to augment an agency's staff by providing resources such as programmers, analysts, and technicians on site. Typically, agencies need temporary staff to assist with updating their GIS data.

Miller Spatial Services (MSS) is an Esri Business Partner specializing in GIS services for public agencies such as Cities, Counties, and Water Agencies. As a partner, we specialize in the implementation of Esri technologies. From out of the box using Esri's ArcGIS for Local Government solutions to custom implementations, we can help agencies realize their return on investment as quickly as possible.

We are located in Riverside, California, about 30 minutes to Esri headquarters.

Experience

Our team has successfully completed over 50 GIS projects over their collective careers.



References

The following are current clients of MSS, and they can be contacted for references:

East Valley Water District, Highland, CA
Robert Peng, IT Manager
rpeng@eastvalley.org
909-806-4097

Fontana Water Company, Fontana, CA
Aaron Yamamoto, GIS Coordinator
atymamoto@sgvwater.com
909-201-7375

City of Lemon Grove, Lemon Grove, CA
Mike James, Public Works Director
mjames@lemongrove.ca.gov
(619)825-3814

Project Understanding

Miller Spatial (Miller) understands that the City will be purchasing an Enterprise License Agreement from Esri. The City has no GIS staff, and many GIS layers in various formats that have been put together over time from various projects. We have recently reviewed the GIS data available. The GIS environment needs to be setup so that the City can begin leveraging GIS to improve processes and support and Asset Management System. The City's IT department will setup a virtual machine for the GIS Server. ArcGIS Desktop also needs to be setup on a workstation for a GIS editor. This proposal is for setting up the City's GIS environment including the GIS Server, ArcGIS Online, and a workstation. Miller will also migrate data layers to the new server that are needed to access an ArcGIS Online web application.

Scope of Work

The following scope of work will be completed:

- New Server GIS Setup
- Data Migration
- Install ArcGIS Desktop
- Setup ArcGIS Online and Viewer

TASK 1: Project Initiation

A project kickoff meeting will be setup to confirm the requirements of the project. This meeting will be held at the City and should include all staff that Miller Spatial (Miller) will work with. Contact information and the technical details of the project will be documented.

Deliverables:

- Meeting Notes

TASK 2: New GIS Server Setup

Access to Esri licensing and software needs to be provided by the City prior to starting this task. Miller can obtain the licensing and software for the City if the City's customer information is provided. Miller can be added as an Administrator through the myesri.com website.

The following software will be installed and setup on the City's GIS Server:

- SQL Server
- ArcGIS Server 10.4.x
- ArcGIS Desktop 10.4.x

In addition to the software being installed, the GIS geodatabase and permissions will be setup in SQL Server. Miller recommends that the City use Esri's Local Government Information Model (LGIM) for the Geodatabase schema. This will allow the City to take advantage of the various Esri application templates that are configured to work with this model. Miller will load LGIM template to create the initial GIS database.

Deliverables:

- GIS Server Setup with ArcGIS Server 10.4.x
- MXDs with map to be used for ArcGIS Online Viewer
- ArcGIS Desktop 10.4.x on server
- LGIM Schema loaded

TASK 3: Load GIS Data and Acquire and Analyze Basemap Data

Miller will load the city's existing GIS data and create the basemap dataset. It is anticipated that the required GIS data will be either the data already provided by the City or is freely available from the County or the Santa Ana Watershed Protection Authority (SAWPA). Miller Spatial will work with the City to acquire aerial imagery through SAWPA. Miller will compare the County parcels and centerlines to the SAWPA imagery to verify that the County data is spatially suitable for use by the City as the basemap. In order for the City GIS data to be accessed by ArcGIS Online, these files will need to be converted to featureclasses that will reside in the Geodatabase. The following data will be loaded:

Basemap

- Parcels*
- Street Centerlines*
- City Boundaries
- Trails
- APN Book Boundaries
- Building footprints
- Address Points
- Points of Interest:
  - Parks
  - Schools
  - Churches
  - Senior Housing
  - City Facilities
- SAWPA Aerial

Planning

- General Plan
- Zoning
- Fire Hazard Zones
- Flood Hazards
- Seismic Hazards
- Specific Plan boundaries
- Open Space locations

Public Works

- Storm Drain
- Fiber Optics
- Water Facilities
- Water meters (from AMI)
- Hydrants
- Bridges

*Miller will compare the County Parcels and Street Centerlines to the SAWPA imagery to verify that the spatial accuracy is suitable for the city s basemap. If issues are found, Miller will coordinate discussions with the County on the best process to get the County parcels updated to meet City's needs.

Deliverables:

- County Parcel/Centerline Analysis Findings Report
- Basemap data loaded into GIS Server
- Planning data loaded into GIS Server
- Public Works data loaded into GIS Server

TASK 4: Create GIS Web Application

Miller will setup the City's ArcGIS Online account using Esri's recommended setup for Local

Government. ArcGIS Online will be the primary access point for City staff to access GIS information. Miller will configure one ArcGIS Online Web Application for use by the City's as a GIS Viewer. Miller will create a digital map in ArcMap that will be used by the ArcGIS Online application. We will work with City staff to define the cartographic look of the map. A draft map will be reviewed with the City. The map will be revised based on feedback provided by the City.

Once the map is approved by the city, map services will be created and published for access by ArcGIS Online. A Map Service is how ArcGIS Online will access the map. A geocoding service will also be setup. This service will be used to find an address or intersection on the map.

Deliverables:

- ArcGIS Online City Account setup
- Map and Geocoding Services on new server for ArcGIS Online
- Web Application Created

TASK 5: On Call Technical Services

Provide technical services related to the implementation of Esri GIS solutions. Miller will provide a written estimate of hours prior to starting any work under this task. Work will not start until the City has authorized the work. Descriptions of subtasks that maybe performed are described below. Additional subtasks maybe added to this scope with mutual agreement between both parties.

A. Assets GIS Data Conversion

Limited asset information is available in the City's current GIS data. The City needs Water, Sewer, and Storm networks mapped. There are also many other city assets that also need to be mapped such as street signs and street lights. These assets are important to support the City's Asset Management program. This task will map assets into a GIS format, and load the new data into the City's GIS Database. Esri's Local Government Information Model will be used for the data model. This will allow the City to leverage all the Esri application templates and will reduce the level of effort in setting the templates up. Once the initial mapping is complete, we will work with the city in prioritizing which asset types need to have their spatial accuracy improved. Field verification and GPS of assets will be done to improve accuracy. Atlas Books for the field crew to be used for field quality control. We will work with the City to determine the number of books that need to be printed.

Deliverables:

- City Assets mapped into GIS
- Atlas Books

B. Set up Esri's Data Reviewer

Esri's Data Reviewer is an ArcGIS extension that will allow the City to run automated Quality Control checks on the GIS data. This is typically run after GIS technicians have completed updates to the GIS data. Data Reviewer will perform various topology and attribute checks, and generate reports identifying errors found. These errors can then easily be located and corrected by the technicians.

Deliverables:

- Esri's Data Reviewer setup and configured

C. Setup Attribute Assistant and Water Utility Network Editing Tools

These tools help automate common editing tasks that are common for water utilities. For example, if an editor needs to add a hydrant, the editor just needs to add the point for the hydrant, and the Infrastructure tool will automatically add the service lateral (perpendicular to the main) and valve. It will also automatically populate the attributes.

Deliverables:

- Esri's Attribute Assistant setup and configured
- Esri's Water Utility Network Editing Tools setup and configured

D. Setup Esri Office Applications

Esri has developed many office specific applications using its ArcGIS Online platform. We will work with the City in determining the order that office applications should be setup. The following applications are anticipated:

- Water Distribution Information Map
- Utility Shutoff/Isolation Application
- Outage Viewer Map
- Map Change Requests
- Atlas Sheet Generation
- Water Conservation
- Water Reports

Deliverables:

- Esri's ArcGIS Online office applications
- Staff Training

E. Setup Esri Field Applications

Esri has developed many field specific applications using its ArcGIS Online platform. We will work with the City in determining the order that field applications should be setup. The following field applications are anticipated:

- USA Tickets (Dig Alerts)
- Field Red lining
- Hydrant Inspections and Flushing
- Valve Exercising
- Recording of main breaks and leaks

Deliverables:

- Field Applications setup and configured
- Staff Training

F. Implement Esri's Water Utility Capital Planning ArcGIS application

Esri's Water Utility Capital Planning ArcGIS Add-on will allow the City to estimate the costs of new CIP projects, and will allow the tracking of project status through ArcGIS. Status maps can be printed from within ArcGIS, or the City can use the ArcGIS application during meetings to interactively review the status of specific projects. The application is designed to work with Esri's ArcGIS for Local Government data model. Additional customizations maybe made based on the City's preferences.

Deliverables:

- Esri's Water Utility Capital Planning Application Configured

G. Setup Esri's Operations Dashboard

Esri's Operations Dashboard is an application that is customizable, and can be configured differently for each department. The purpose of the application is to provide an overview of various metrics related to operations. For example, it may be configured so that customer service can see all the open service requests for reconnects or shutoffs. This application could be integrated to also show the status of CIP projects mentioned earlier. This application could reside on a large TV or monitor so that the status of various operations can be easily monitored.

Deliverables:

- Esri's Operations Dashboard (Shown Activities to be determined)

Cost Proposal

The services in the Scope of Work will be completed for the costs below:

Tasks	Hours	Rate	Total
T1 Project Initiation	5	$ 105	$ 525
T2 New GIS Server Setup	17	$ 105	$ 1,785
T3 Load GIS Data and Acquire and Analyze Basemap Data	40	$ 105	$ 4,200
T4 Create GIS Web Application	30	$ 105	$ 3,150
T5 On Call Technical Services (See Below)	NA	NA	NA
Total	**92**		**$ 9,660**

The estimated number of hours needed to complete this scope of work (tasks 1-4) is 92 hours.
Cost for above scope of work (92 hours)..... ..... Not to exceed $9,660.

The estimated duration to complete this project is 6 weeks from the notice to proceed.
This cost includes labor time and travel

Task 5 will be billed at the rates below on a time and material basis based on the authorized budget to be determined by the City.

Rates

GIS Technician ($50/Hour)
Competent in ArcMap 10.x. Can create maps and do data editing/creation tasks. This person will require more direction from City staff than other positions.

GIS Analyst ($70/Hour)
More capable than the GIS Technician. In addition to the technician skills, the Analyst can complete complex data manipulation tasks. They are capable of creating map services used by GIS web based applications. They will require less direction from the City.

GIS Programmer ($80/Hour)
Capable of developing custom applications, add-ons, and widgets for ArcMap, ArcGIS Online, and the Operations Dashboard. Can also develop applications in Windows or IOS devices.

GIS Consultant ($105/Hour)
Capable of assisting the City in planning the implementation of various Esri technologies. Can assist in defining workflows for each department that can take advantage of Esri solutions that can improve efficiency. If there are multiple on-site resources for a specific project, the Consultant will act as the project manager to coordinate the activities of the on-site staff.

Offshore ($15/Hour)
In addition to our local staff, we have an offshore team that is highly skilled in data conversion and maintenance. There could be a substantial savings to the City if high labor tasks are done offshore. The MSS local team will still manage the work done by our offshore team. Cost estimates for Offshore work will be provided on a task basis.

Direct Costs

Direct costs will be billed at cost plus 10%. The only direct costs we anticipate are for scanning of plans, and the printing and binding of Atlas Books.

Miller Spatial Services, LLC

Bruce Miller, GISP
Founder/President

3499 10th Street
Riverside, Ca 92501
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MILLER
SPATIAL

CITY OF NORCO

ANNUAL ON-CALL PROFESSIONAL SERVICES

FOR GIS IMPLEMENTATION

FISCAL YEARS 2016-17

1. Parties and Date.

This Agreement is made and entered into this **20th 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 **Miller Spatial Services, Inc.**, a corporation with its principal place of business at 3499 10th Street, Riverside, CA 92501 (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 GIS 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 GIS Implementation and Integration 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 GIS implementation and integration 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 and cannot be exceeded without written approval of the City.

3.1.2 Term. The terms of this Agreement shall be from July 20, 2016 to June 30, 2017, 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 Bruce Miller – Founder, 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 A attached hereto and incorporated herein by reference. 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 $60,000 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:

Miller Spatial Services, Inc.
3499 10th Street
Riverside, CA 92501
Attention: Bruce Miller – Founder

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:

_____
Kevin Bash, Mayor

ATTEST:

_____
Cheryl L. Link, CMC, City Clerk

APPROVED AS TO FORM:

_____
John R. Harper, City Attorney

CITY OF NORCO
STAFF REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Andy Okoro, City Manager
PREPARED BY:	Brian K. Petree, Deputy City Manager
DATE:	July 20, 2016
SUBJECT:	Approval of a Five-Year Lease Agreement with the Norco Fair Committee for a Community Fair at the George Ingalls Equestrian Event Center
RECOMMENDATION:	Approve Five-Year Lease Agreement with the Norco Fair Committee for a Community Fair at the George Ingalls Equestrian Event Center.

SUMMARY: The Norco Fair Committee has requested renewal of its previous five-year Lease Agreement with the City of Norco for use of the George Ingalls Equestrian Event Center from July 20, 2016 through December 20, 2021 for the annual Labor Day Norco Fair at the George Ingalls Equestrian Event Center.

BACKGROUND/ANALYSIS: The Norco Fair Committee (NFC) describes itself as a grass roots group of volunteers, service groups and non-profits who wish to host the Norco Fair at the George Ingalls Equestrian Event Center. The NFC is comprised of local volunteers who have demonstrated a successful model that promotes the City's image and sense of place.

As part of the agreed conditions with the NFC, compensation to the City would be as follows: the City would receive 2.5% of gross revenues from the Norco Fair event for the rental of facilities not to exceed $10,000 annually. Direct City costs will be paid at fully burdened rate by NFC (examples of direct costs are referenced in Appendix "B"). Any third party costs, such as electricity, shall be paid by Lessee at the burden rate without any City markup and there will be no charge for use of bleachers.

If damage or other City costs exceed that of the deposit bond, the Norco Fair Committee will be billed for the difference of all costs. The NFC has requested that the City Council consider renewing its previous agreement and issuing an additional 5 year lease agreement from July 20, 2016 to December 20, 2021. The conditions of the agreement have been reviewed by the Administrative Working Business Subcommittee made up of Councilmembers Grundmeyer and Hoffman, City Manager Okoro, Deputy City Manager Petree, Public Facilities Supervisor Ireland and various departments within the City.

The NFC has agreed with the recommended terms of the agreement and believes it outlines their responsibilities and provides a clear understanding of use of the facility and fiscal responsibilities with the City of Norco.

FINACIAL IMPACT: The City anticipates receiving 2.5% of gross revenue generated from the Fair not exceeding $10,000 annually as rental for the use of various facilities. Rental revenue received by the City will be deposited into the City's General Fund. Additionally, the City will be reimbursed for all of its direct and third party costs as outlined in Appendix A&B. Receipt for reimbursement of costs will be deposited into the Funds that paid for the costs.

Attachment: Appendix A, Direct Cost Examples
Appendix B, Green Sheet Cost RSO
Norco Fair Committee Lease Agreement

(APPENDIX "A")

Direct Cost Examples

I. Cost associated to utility use.

II. Cost associated to rental of equipment by the City for use during lease event; i.e., traffic delineators, cones, A-Frames,

III. Cost associated to unforeseen conditions for repairs or vandalism that exceed that of the security/damage deposit.

IV. Cost associated to event for added Public Safety and Emergency Response or services.

V. Cost associated to overtime for City Staff.

VI. Cost associated to fully burden rate for staff assigned to event.

VII. Cost associated to permits required.

VIII. Use of water for rides and activities specific to the apparatus needs.

IX. Third party cost incurred by the City on behalf of the event lease holder.

(APPENDIX "B")

Riverside County Sheriff "Green Sheet" Sample Cost

Cost associated with Riverside Sheriff Office (RSO) for Special Events "Green Sheet". Please note the burden cost is adjustable by the Sheriff Department fiscally. This Appendix will be evaluated annually and updates will be provided to the event lease holder during the annual security planning meeting.

GREEN SHEET:

- RSO Sargent $110.13
- RSO Deputy $ 80.57
- CSO II $ 61.56
- Explores/RSO $ 0.00

2016 RSO Event Security **Estimated** Hours = 118

2016 RSO Event Security **Estimated** cost = $9,136.15

- Overture or additional RSO staffing will be billed at the burden rate as established by the Sheriff Department Green Sheet.
- Note the above is only an estimate base on the preliminary approved security plan for 2016 and does not identified the private security required by the City and RSO for this annual event.

CITY OF NORCO
PARKS, RECREATION AND COMMUNITY SERVICES
LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter referred to as "LEASE" made and entered into on the day and year as set forth below, by and between the **CITY OF NORCO**, a municipal corporation of the State of California, hereinafter referred to as "LESSOR," and the **NORCO FAIR COMMITTEE**, a community-based organization located in Norco, California, hereinafter referred to as "LESSEE."

W I T N E S S E T H:

Lessor, subject to the covenants and agreement hereinafter contained by the Lessee to be kept and performed, demises, leases and lets unto said Lessee and Lessee does lease from Lessor those certain premises in the City of Norco, County of Riverside, State of California, described as follows:

> The real property, George Ingalls Equestrian Event Center, (hereinafter referred to as "Event Center"), including all areas, permanent restrooms and parking lots, on and off site, to have and to hold unto said Lessee on the following terms and conditions:

1. PURPOSE

Lessee shall have sole control of the aforementioned premises for the term of this Lease and may use said premises solely for the purpose of conducting the NORCO FAIR, said Fair to include amusements for people of all ages, eating and drinking concessions, retail vendors, entertainers, pageant, concerts, horse shows, bull riding, lawn mower races, rodeos style events, exhibits and entertainment. Lessee shall be able to sell alcoholic beverages and allowed to be consumed on said premises during the term of this Lease.

2. TERM

This Lease covers a five – year period from July 20, 2016 through December 20, 2021. Terms and conditions and use of the lease will be reviewed by Lessor and Lessee at a minimum 180 days prior to each annual event use.

The Labor Day event shall be for a period of five (5) days, with setup preparation commencing four (4) days prior to the event date providing the Norco Mounted Posse and the Norco Fair Committee reach an agreement to release areas within the Event Center for pre setup by Norco Fair Committee and by noon (4) days of post cleanup. In those cases where the calendar provides a week between the two events, the Lessee may retain use after the Norco Mounted Posse vacates the Event Center at no cost for pre set-up if the Event Center has no reservations prior to 30 days of the event pre setup start date. In the event the Lessor has a reservation during this time the Lessor shall accommodate the Lessee's carnival during set-up and transition of events. The Lessor will be responsible for delineating the areas for the carnival and those assigned parking areas for Moreno or Clark Arena for specific use by the Lessor, all other areas will be released to the Lessee during transition phase of Norco Mounted Posse Event and Norco Fair all released areas will be done through the use of a written transition agreement between all parties. In the event of a dispute of agreement of transition for use, the Leasor will make a final decision regarding acceptability for the release of all areas for use within the Event

Center. Post clean up to include removal of all equipment, trash and debris by noon of the fourth day following the closure of the event or the Lessor will remove all equipment at the sole expense of the Lessee.

The two Edison electrical meters will be read prior to the start of the fair and immediately after the fair with representatives from the Lessee and Lessor. The full Edison rate will be charged for all electrical usage at the Event Center. Any exception must be approved by the City of Norco.

The arenas and grounds at the Event Center will be watered and prepared by the Lessor prior to the commencement of the annual term of the Lease. Lessee will have full control of areas of the Event Center as defined herein including any and all activities of the Event Center to include Pikes Peak Park during the Norco Fair. Lessee will direct the parking of vehicles during the Fair. Lessee recognizes that the Event Center is a publicly owned facility and, subject to Lessee's admission charges and reasonable rules governing conduct upon admission, may not refuse admission to any member of the public at large.

3. LESSEE'S CONSIDERATION

Lessee covenants and agrees that it will pay a refundable security deposit bond of $5,000 for damage and cleaning. The security deposit will be refunded if all terms and condition of this Lease are met. Said fees shall be paid no later than July 1st of each year.

Lessee agrees to provide at the request of the City all journals and other accounting records itemizing all gross revenues received for the event. All revenues received may be in the form of cash, check, online or credit card payments and must be submitted 45 days after end of event.

4. CONDITIONS OF LEASE

In lieu of a facility use rental fees, Lessee agrees to pay to the City a 2.5% of gross revenues from the Norco Fair event for the rental of the facilities not to exceed $10,000 for each annual event. Direct city costs will be paid at fully burdened rate by Lessee. Examples of direct costs are referenced in (Appendix "A"). Third party costs such as electricity shall be paid by Lessee at cost without any City markup. Lessee shall review with Lessor annually 180 days prior to event use. The City will waive the flat rate bleacher seat fee during the event. If damage or other city costs exceed that of the deposit bond, the Norco Fair Committee will be billed for the difference of all costs.

5. INDEMNIFICATION AND INSURANCE FOR LIABILITY

Lessee agrees and covenants that as part of its consideration to Lessor for leasing said premises, it shall hold and save Lessor and Lessor's officers, agents, City Council Members, City employees and Riverside County Sheriff Department Employees and Citizens on Patrol free, clear and harmless from any and all demands, claims, actions, causes of action by any person or persons whosoever, loss, cost or damage that may arise out of or in connection with Lessee's sponsorship of said Norco Fair and/or use of the aforementioned premises by Lessee, its officers, agent and employees or any other person during the term of this Lease.

Lessee further agrees to deliver on or before August 1st of each year, to Lessor two executed copies of a continuing Public Liability and Property Damage Insurance Policy and all endorsements naming the City of Norco and its employees and agents as additional insureds in a form that is satisfactory to Lessor to effectually indemnify

and hold Lessor, its officers, agents, City Council Members, City employees and Riverside County Sheriff Department Employees harmless against any and all claims related to all activities associated at the Norco Fair (including the parade and animal-related events) in the amount of $1,000,000 for injury to any one person in any one incident, $2,000,000 for injuries sustained by more than one person in a single incident, $100,000 for property damage sustained by any one person in a single incident, $1,000,000 for liquor liability and $1,000,000 for product liability and shall keep the same in full effect and force during the term of this Lease. Insurance will need to be submitted by August 1st of each year. The insurance policy must be approved by the City's insurer PERMA and list the City of Norco as additional insured on the insurance policy and all endorsements required for individual activities to secure all liability risks included in the event. The carnival concessionaire obtained by the Lessee for the Norco Fair must provide to the Lessor a liability insurance policy that names not only the Lessee as additionally insured, but must name the City of Norco as an additionally insured endorsement and must satisfy the City of Norco and PERMA requirements for general liability and not less than $4 million dollars per occurrence.

6. REPAIRS AND MAINTENANCE

Lessee represents that it has inspected and examined the demised premises and accepts them in their present conditions as of the effective date of the term of this Lease contingent upon a re-inspection and acceptance to be conducted prior to the annual term of the Lease. Lessor agrees that all electrical, plumbing and drainage facilities will be in complete operating condition to allow full utilization of said premises. Lessee agrees that Lessor shall not be required to make any improvements whatsoever in or upon the premises hereby demised or any part thereof. Lessor agrees to make any repairs deemed necessary to place the facility in a safe operating condition prior to the start of the Lease period. Lessee agrees to make all reasonable repairs to said premises during the term of the Lease, at Lessee's sole cost and expense. Lessee further agrees to keep said premises safe and in good condition and order at all times during the Lease period and upon expiration of this Lease or at any sooner termination thereof, the Lessee will quit and surrender possession of said premises quietly and peaceably and in as good order and condition as the same at the commencement hereof, reasonable wear, tear and damage by the elements excepted; Lessee further agrees to keep and lease said premises free from all nuisance and dangerous and defective conditions.

Lessee further covenants and agrees to keep at its own expense any and all building and structures clean and free of garbage, refuse and debris. Said cleaning operations shall be properly supervised and subject to the continuing approval of Lessor.

Lessee will furnish on an on-call basis, during the term of the Lease, a licensed electrician and plumber to handle any electrical or plumbing problems that may arise during the event period. At no time will any major changes be made with regard to electrical or plumbing implementation without the City's approval. Any and all call-outs by the Lessee or services rendered for the Lessor during the term will be reimbursed back to the City at the Lessee's sole cost and expense.

Lessee will be responsible for the supervision of all cleaning of the facilities which includes all permanent restrooms, parking lots and lands surrounding grounds and streets. Upon failure to return facilities within Event Center and surrounding grounds and streets back to an acceptable standard by the Lessee, the Lessor shall correct all areas at the sole cost and expense of the Lessee.

It is the responsibility of the Lessee to provide adequate lighting in the parking area and all areas deemed necessary by the Lessor or its agent and to provide for operation and maintenance.

7. SANITATION FACILITIES

Lessee agrees to provide no less than Riverside County Health Department Standards and Uniform Building Codes (UBC) requirement for sanitation facilities on said premises, during the term of this Lease. A service schedule for the portable and permanent restrooms shall be required, and locations of the portable restrooms shall be provided with a site plan that designates the location of the restrooms, and is due to the City by August 1st of each year. City staff shall have the discretion to require additional toilets if needed for the health, safety and welfare of the public. The particular location of each toilet shall be determined by Lessee. Lessee further agrees to keep at its' owns expense, said toilets and those sanitation facilities provided by the Lessee clean and continually operational and properly maintained as to necessary supplies. Failure to return facilities back to an acceptable standard by Lessee, the Lessor shall correct all areas at the sole cost and expense of the Lessee.

8. IMPROVEMENTS

Lessee may, subject to prior written approval of Lessor's Agent, at Lessee's sole cost and expense, make such changes, temporary alteration or improvements as may be necessary to fit said premises for the purpose stated herein and improvements of every kind and nature, wherever installed by Lessee, shall remain the property of Lessee, who shall remove the same upon the termination of this Lease, provided that such removal shall be done in such a manner as not to injure or damage the demised premises and provided further, that should Lessee fail to remove said improvements as above provided, Lessor, at its option, shall require Lessee to remove the same. In the event that said Lessee shall fail to remove said improvements after receipt of notice from Lessor, Lessor may remove the same and dispose of the same as it sees fit. Lessee further agrees that should Lessor remove said improvements as above provided, that Lessee will pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposition thereof.

9. ALCOHOLIC BEVERAGE CONCESSION

All alcoholic beverage concessions must be operated following the ABC Guidelines and the guidelines and restrictions specified by the Lessor and the Riverside County Sheriff's Department. The following conditions must be met:

A. Alcohol possession and consumption will be restricted to Beverage "Alcohol" Zones as identified in the annual site plan provided by the Lessee to the Lessor and to ABC.

B. Beverage "Alcohol" Zones area map shall be provided.

C. Conditions for Beverage "Alcohol" Zones:

The Lessee will provide the security staff. All security staff must sign in and out at the beginning and end of each shift at the Sheriff's Command Post at the Fair.

i. The Lessee will provide one security guard to monitor the 4-H area on the Sunday of each year when alcohol is permitted to be consumed in this area.

ii. The Lessee must obtain a temporary ABC permit from the City of Norco and Riverside County Sherriff's Department to request a license from the California Department of Alcoholic Beverage Control to sell alcoholic beverages and will abide by the conditions.

iii. The Lessee will use tamper-resistant wrist bands to identify those who are 21 years or older and who purchase or consume alcoholic beverages. A different color wrist band will be used each day.

iv. At least one representative from the Lessee will be available to check identification cards from those attempting to purchase or in possession of alcoholic beverages. An additional Sheriff will be made available for this purpose if demand exists.

v. An Alcohol Sales Tax shall be paid by Lessee and proof of payment shall be provided to Lessor. If sales tax is not paid, a ten percent Alcohol concession fee will be charged and applied.

10. FOOD AND RETAIL CONCESSIONOR (VENDOR)

All food and retail concessions must be operated following the Riverside County Environmental Health Guidelines, California State Board of Equalization, Fire Department guidelines and city of Norco business license permits. All food, retail exhibitors and entertainers are required to provide all necessary permits, licenses, vendor site map and insurance and submit to the city no less than (30) days prior to event. Lessee further agrees to deliver on or before August 1st of each year, to Lessor two executed copies of a continuing Public Liability and Property Damage Insurance Policy and all endorsements naming the City of Norco and its employees and agents as additional insured's in a form that is satisfactory to Lessor to effectually indemnify and hold Lessor, its officers, agents, City Council Members, City employees and Riverside County Sheriff Department Employees harmless against any and all claims related to all activities related to food and retail concessions in the amount of $1,000,000 for injury to any one person in any one incident, $2,000,000 for injuries sustained by more than one person in a single incident and $1,000,000 product liability.

11. USE OF THE NORCO HORSETOWN USA NAME AND LOGO

Lessee agrees to use the Norco Horsetown USA name and/or logo separately by itself, without any prefix, suffix or modifying words, terms, designs or symbols and agree not to alter the Norco Horsetown USA name and/or logo in any manner.

Lessee agrees that the Norco Horsetown USA name and/or logo shall not be used for political or commercial purposes.

Lessee further agrees not to use any other trademark, any trade name, product name or any other means of designation, commercial or business identification in association with the Norco Horsetown USA name and/or logo so as to create a trademark merged with the Norco Horsetown USA name and/or logo.

Lessee shall not use the Norco Horsetown USA name and/or logo in any manner that may disparage the City of Norco, its Mayor, Council Members, employees, agents and others acting on its behalf (collectively, the "related parties"), that may be in violation of any of the proprietary rights of the City of Norco or the related parties, or that violates any applicable law, ordinance, or regulation.

Lessee will not use the Norco Horsetown USA name and/or logo in any manner that might imply sponsorship, endorsement or any association between you and the City of Norco or the related parties. This includes campaign materials.

The Lessee will not assist or allow any other person or legal entity to copy the Norco Horsetown USA name and/or logo licensed to you, or to use the Norco Horsetown USA name and/or logo for any purpose whatsoever.

Lessee agrees at all times to defend, indemnify and hold harmless the City of Norco, the related parties, and the successors and assigns of each of the foregoing (collectively, the "indemnified parties") from and against, and pay and reimburse the indemnified parties for any liabilities, obligations, losses, damages, costs or expenses (including, but not limited to, interest penalties and reasonable legal fees) incurred in connection with any third party claims, arising out of, resulting from or relating to your use of the Norco Horsetown USA name and/or logo, or any representation by you contained herein being untrue or any alleged act of omission by you, others who obtain the Norco Horsetown USA name and/or logo licensed to you or copied from that Norco Horsetown USA name and/or logo, or your agents in the performance of, or failure to perform, your obligations set forth in the terms of this Agreement.

Lessee will ensure that the Norco Fair use of the Norco Horsetown USA name and/or logo will not be in association with any libelous, defamatory, obscene or unlawful material, any material that might in any manner embarrass the City of Norco of the related parties, or otherwise violate or infringe any right of any third party.

The City of Norco shall have the right to terminate this Agreement at any time on ten (10) days' notice to you whereupon you will immediately cease all use of the Norco Horsetown USA name and/or logo and destroy all your copies of the Norco Horsetown USA name and/or logo.

Lessee agrees that the Norco Horsetown USA name and/or logo is provided to you on an "as is" basis without representation or warranty whatsoever whether expressed, implied or by operation of law. You agree to assume all of the risks associated with the Norco Horsetown USA name and/or logo and your use thereof, and you further agree that neither the City of Norco nor the related parties will be liable for any direct, indirect, incidental, consequential or special loss or damage suffered or incurred by you, even if the City of Norco or any of the related parties has been apprised of the likelihood of such loss or damage occurring.

This agreement to use the Horsetown USA name and/or logo is only for the terms of this contract and shall be governed by and construed according to the laws of the State of California and the United States of America.

12. PROHIBITION AS TO ASSIGNMENT AND SUB LEASING

Neither the demised premises nor any portion thereof shall be sublet, nor shall this Lease, or any interest therein, be assigned, hypothecated or mortgaged by Lessee and any such attempt shall be of no force or effect and shall confer no rights upon any assignee, sub-Lessee, mortgagee or pledge, provided, however, Lessee may provide a portion of the demised premises for 3rd party vendors providing the 3rd party vendor has an existing City business license or obtains a special event license and from the City for the length of time of the scheduled event. Proof of license is the responsibility of the Lessee and license information can be obtained from the City Business License Clerk. The special event license has a per-day charge with a one-time five dollar processing fee.

13. COMPLIANCE WITH THE LAW

Lessee shall comply with all federal, state and local laws and ordinances pertaining to the operations and activity to be conducted upon said described premises by Lessee and shall not commit or allow violation of any law or ordinance on said premises.

14. LIABILITY FOR INJURIES TO PERSONAL PROPERTY

Lessor shall not be liable to Lessee or Lessee's officers, agents, employees, members, guests, vendors or concessionaires for any damage caused to his or their persons or property by water, rain, fire storms and accidents, or by breakage, stoppage, or leakage of water, gas, heating and sewer pipes or plumbing upon, about or adjacent to said premises.

15. LIABILITY FOR PROPERTY DAMAGE TO LESSOR'S FACILITIES

Lessee agrees to pay for any and all damages caused to any facilities, buildings, structures and improvements of Lessor on said described property, if said damages are a direct result of Lessee's use of the described premises during the term of this Lease. Said payment shall be made within 30 days after receipt from Lessor of an itemized invoice delineating damage and cost to repair such.

16. INSPECTION BY LESSOR

Lessor and its duly authorized representatives shall have the right at all times to inspect said demised premises to determine whether or not the provisions of the Lease are being complied with by Lessee.

17. PARKS AND RECREATION

Lessee will pay all overtime and extra staffing required outside of lease rate associated to the operation, maintenance and facilitation at the Event Center and Pikes Peak Park this to include pre and post use by the Lessee. The Lessor shall provide two (2) City shuttles to include one driver for each shuttle provided by the Lessor with one volunteer from the Lessee for each shuttle. Should the Lessee not provide a volunteer the Lessor has the right to provide another staff person to accommodate the shuttle service at the cost of the Lessee. This is to include pre, post and event usage. By August 1st of each year, Lessee will provide a site plan for each usage of the Event Center will Lessee agrees to pay the City of Norco for said services within 14 days of receiving the invoice.

18. POLICE PROTECTION AND SECURITY

Lessee shall provide at its own expense that law enforcement and police protection which Lessor deems necessary to protect persons using the demised premises for the purpose of which said property is leased and the structures and improvements on said premises. By July 31st of each year, the Lessee is required to provide the Lessor's designated representative a security plan, which the Riverside County Sheriff's Department (Norco Office) will review and approve prior to use. The approval will include Riverside County Sheriff's Department's estimated unit cost (Appendix "B") based on approved security plan for law enforcement protection required herein under. Lessee agrees to pay the Riverside County Sheriff's Department for said services based on Green Sheet estimates for Sheriff Staff time by July 31st. Any costs above deposit will be billed to Lessee within 30 days of close of event. Any unused portion will be reimbursed back to the Lessee upon verification by Sheriff's accounting and financing standards.

The Lessee will provide to the Sheriff Department its security company documentation showing employees who are working the event and have a current state Security Guard card. If the designated security positions are not filled the Lessee will pay the Riverside County Sheriff's Department at current green sheet rate for deputies to staff the unfilled positions. All security staff must be employed by a security company, licensed in the State of California; or they must possess a valid current guard card issued by the State of California; or they must be off-duty peace officers. Security staff will wear a distinctive uniform so that they are easily identifiable by the public and security will not be armed.

The Lessee will not be charged the Jail Access Fee for persons who arrive at the fair intoxicated and who are detained by the security guard at one of the entry gates. However, the Lessee will pay full *cost* to the City of Norco for each person who is arrested at the Fairgrounds and booked for a misdemeanor crime.

This staffing plan does not include "Battle of the Bands". Should this event be an addition to the Norco Fair, Sheriff staffing and security will be required. Any program that would include a Battle of the Bands must be submitted to the City and Sheriff Department six months in advance of event dates.

The Sheriff's Department force will be increased at the discretion of the Sheriff's Department upon consultation with the Executive Board Members of the Lessee in non-emergency situations.

19. FIRE PROTECTION & EMERGENCY MEDICAL SERVICES

Lessee shall provide fire protection and emergency medical services which Lessor deems necessary to protect the improvements, structures and occupants of the event center during the term of this Lease. The City of Norco CALFIRE Riverside County Fire Department or other designated representative shall advise Lessee no later than July 31st. of each year as to the fire protection emergency medical services that must be provided by Lessee. Lessor may at any time during the term of this Lease notify Lessee that it must provide at its own expense additional fire protection services. Lessee agrees to pay the City of Norco for said services within 14 days of receiving the invoice

20. PUBLIC WORKS/ ENGINEERING

By July 31st. of each year, the Lessee is required to provide the Lessor's designated representative a traffic handling plan to include the annual Labor Day Parade which the Public Works Department will review and approve prior to activity. The approval will include the Public Works Department requirements for a plan to move vehicle

traffic in and out of the event center safely, as well as addressing event parking and the Labor Day Parade route. Any cost for the Public Works Department's assistance, i.e. traffic control, Parade route assistance, equipment rental, Department of Transportation (DOT) reimbursement for City owned equipment will not be charged. Staff that is provided to the Lessee's will be billed at fully burdened rate to the Lessee. Lessee agrees to pay the City of Norco for services within 14 days of receiving the invoice.

21. ANIMAL CONTROL SERVICES

Lessee shall provide to Lessor's designated representative a proposed schedule of all livestock or animal related events by July 31st. of each year. All livestock or animal related events are subject to conditions and or imposed restrictions by the Animal Control. Lessee will pay for any expense related to Animal Control Services for oversight of all rough stock and rodeo events. Lessee agrees to pay the City of Norco at fully burdened rate for said services within 14 days of receiving the invoice. Livestock contractor and stand-by vet information is due by July 31st of each year, to the City.

22. RETURN OF PREMISES

Lessee shall return to City the said described premises and all structures and improvements thereon in the same condition as they were at the time of receipt of premises, normal wear and tear excepted. A **mandatory** pre walk-thru must take place before Lessee takes possession of the facility along with a **mandatory** post walk-thru taking place prior to the Lessee returning the facility to the Lessor.

23. TERMINATION BY LESSOR

Lessor may terminate this Lease at any time should the Lessee fail to timely comply with the provisions of Section 2 or 4, or it be determined by the City Council that the public peace, health, safety and welfare of the City of Norco requires it to do so by serving upon Lessee in the manner hereinafter provided a written notice of its election to so terminate, which said notice shall be served at least 24 hours prior to the date in said notice named for such termination.

24. DEFAULT

In the event that Lessee shall be in default or fail to perform any of the terms or conditions herein agreed to be kept and performed by the Lessee, Lessor may terminate and end this Lease forthwith and Lessor may enter upon said premises and remove all persons and property there from and Lessee shall not be entitled to any money paid hereunder or any part thereof.

25. WAIVER

Waiver by Lessor of any default in performance by Lessee of any of the terms, covenants or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

26. ATTORNEY'S FEES

Should Lessor bring any legal action for the purposes of protecting or enforcing its rights under this Lease, the prevailing party is entitled to reasonable attorneys' fees and costs.

27. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS LEASE. All covenants must be performed promptly and payment made on the date herein provided. If any default shall be made in any of the covenants on the part of the Lessee, Lessor may declare said tenancy terminated and may enter upon the premises and repossess the same for which purpose the consent of Lessee is hereby expressly given.

28. NOTICES

Any notices which are required hereunder or which either Lessor or Lessee may desire to service upon the other, shall be writing and shall be deemed served when delivered personally or when deposited in the United States Mail, postage prepaid, addressed to the Lessor as follows to City of Norco, 2870 Clark Avenue, Norco, California, 92860 and addressed to Lessee at P.O. Box 803, Norco, California, 92860.

A. Either Party has the right to terminate this Lease by written Notice 120 days prior to the event. Written notice must be sent by Certified Mail.

29. SUCCESSORS OF THE PARTIES

This Lease shall bind the successors of the parties hereto unless notice of termination as hereinabove agreed upon is given.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed on July 20, 2016.

CITY OF NORCO, CALIFORNIA
A Municipal Corporation

By: _____
Kevin Bash, Mayor

ATTEST:

_____
Cheryl L. Link, CMC, City Clerk

NORCO FAIR COMMITTEE

By: _____
Norco Fair Committee Chair

By: _____
Norco Fair Committee Secretary

_____
Dated

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 20, 2016

SUBJECT: Acceptance of Proposal for Professional Consulting Services

RECOMMENDATION: Accept the proposal submitted by Hawksley Consulting, to provide professional consulting services for the preparation of a Water, Sewer, and Recycled Water Rate Study in the amount not to exceed $79,000.

SUMMARY: Staff completed a Request for Qualifications (RFQ) for Professional Consulting Services to conduct water, sewer and recycled water rate study. Staff has reviewed the proposals submitted and conducted interviews of short listed firms. Staff is recommending the City Council approve a contract with Hawksley Consulting for a Professional Consulting Services Agreement in an amount not-to-exceed $79,000.

BACKGROUND/ANALYSIS: For Fiscal Year 2015-2016, the water operations and maintenance component of the Water Fund is projected to have a shortfall of $1.6 million and a similar shortfall is projected for FY 2016-2017. The FY 2015-2016 estimated shortfall will be partially covered by existing fund balance from prior years, while the projected FY 2016-2017 shortfall is proposed to be covered by transfer from the capital component of the Water Fund in addition to sales of stored water. These shortfalls in revenue are directly related to a significant decrease in customer water usage due to mandatory water conservation established by the State. Customer water demands are not anticipated to return to previous years' usage patterns even if the State reduces the mandatory conservation requirements.

Therefore, the City needs to take appropriate actions to eliminate the projected ongoing revenue shortfall in order to ensure future operations, maintenance and capital replacement of the City's water system. Staff is seeking Professional Consulting Services to conduct a rate study to determine how rates may need to be adjusted to eliminate the shortfall in revenue in the current and future years for the Water Fund. Staff is also seeking the Consultant to conduct a rate study on the Sewer Fund and to help the City develop a new rate structure for the Recycled Water system that has been constructed and ready to place into service. Please note water and sewer rates were last adjusted in July 2012.

On June 6, 2016, staff prepared for advertisement a Request for Qualifications (RFQ) for Professional Consulting Services to develop a Water, Sewer, and Recycled Water Rate Study.

A total of 6 proposals with qualifications were received on June 27th. Staff reviewed and rated the Statement of Qualifications received from the various firms, rated and scored each proposal independently, and selected four consultants to interview. Interviews were conducted on July 12, and staff is recommending Hawksley Consulting as the best qualified firm based on the following criteria: completeness of proposal and format; quality of work previously performed; understanding of scope of work; experience of project team; references; availability of resources to perform work; proposed work schedule; and cost of services.

FINANCIAL IMPACT: Funds for these professional services were included in the FY 2016-2017 Water and Sewer Funds Operating Budgets.

Attachments: Exhibit "A" – Hawksley's Scope of Work
Exhibit "B" – Hawksley's Cost Proposal
Professional Consultant Services Agreement

Rate Analysis of Water, Wastewater & Reclaimed Water Enterprises

JUNE 27, 2016

PROPOSAL FOR
CITY OF NORCO, CALIFORNIA

HAWKSLEY CONSULTING

EXHIBIT "A"

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COVER LETTER

HAWKSLEY CONSULTING

June 27, 2016

City of Norco
Chad Blais, Public Works Director
2870 Clark Avenue
Norco, CA 92860

Re: Request for Proposal – Rate Analysis of Water, Wastewater & Reclaimed Water Enterprises

Dear Mr. Blais and Members of the Selection Committee:

We are pleased to present this proposal to provide Water, Wastewater and Reclaimed Water Rate Analysis services to the City of Norco, California (City). Hawksley Consulting is a fully-owned subsidiary of MWH Americas, Inc. providing expertise in utility rate setting and a full suite of consulting services for over 500 water clients in the United States. **Hawksley has 32 staff members that specialize in providing financial forecasting, rate making, and cost of service allocations** for retail and wholesale utility customers, as well as providing affordability, stakeholder engagement, and benchmarking services.

Industry Leader & Authority – The senior members of our firm have been **recognized as industry experts in various state and federal utility ratemaking proceedings.** They have testified on multiple occasions before utility regulatory agencies in states such as Florida, Michigan, and Arizona, and at a national level before the Federal Energy Regulatory Committee (FERC). In addition, they have experience serving as expert witnesses in litigation when the rates of our municipal clients have been challenged by various types of customers such as other municipalities, retail customer groups, and privately owned utility systems. **Our proposed project team has over 70 years of combined experience, and has supported the issuance of approximately $1 billion of debt** for our clients' utility capital funding needs over just the past five years.

The senior members of our project team, including Mr. David Hyder who will serve as Project Manager, and Mr. Andrew Burnham who will serve as the Technical Advisor are currently **serving on the AWWA Rates and Charges Committee**, and are actively involved in **an update to AWWA Manual M1 – Principles of Water Rates, Fees and Charges**. In addition, they are actively involved in the Water Environment Federation (WEF) and the WEF Management Committee. **This experience allows us to bring industry best practices to our approach to financial forecasting, management, cost of service, and rate making.**

Local Knowledge & Relevant Experience – Our project team has extensive experience in providing financial planning, cost of service, and rate design services to water and wastewater utilities, culminating in the completion of over 1,000 similar studies throughout the country. Our Project Manager **David Hyder has conducted several utility**

rate studies in California including studies for the City of Fullerton and the Jurupa Community Services District. Our QA/QC Advisor **Mark Hildebrand is based out of our Oakland office and has over 15 years of utility rate consulting experience in California**, including dozens of rate studies with specific emphasis in Proposition 218 requirements. He is an expert in the legal landscape for utility rate-setting in California and has had articles published on the implications of Proposition 218 on conservation-based water rates. Our project team consists of a team of national experts including resources from our San Diego office, who can bring you the depth of Hawksley's rate-setting expertise. You can expect a fully compliant rate study from us. While some recent judicial decisions may appear to be changing the rules of the game, we can explain how the courts have simply underlined the importance of a fair and clear cost-of-service analysis, which is what we have always done at Hawksley.

Interactive Approach & Modeling Process – To conduct the study, we will use our integrated modeling system, which will be available to the City at the conclusion of the study at no additional cost. It is robust, easy to use and understand, and was built and developed in MS Excel to be easily customizable to properly reflect the unique dynamics of our clients' utility systems. **Our modeling system is specifically designed to ensure the flexibility to be able to perform extensive sensitivity/scenario analysis with real-time feedback of the results**. The control panels of our modeling system display results on an easy-to-understand dashboard that is customized for each client to highlight key assumptions or alternative scenarios.

Contact – Mr. Andrew Burnham has the authority to contract with the City. He can be reached at 1000 N. Ashley Dr., Suite 513, Tampa, FL 33602, by phone at (813) 443-5138, or via email at Andrew.burnham@hawksley.com. Mr. David Hyder will serve as the project manager and main point of contact. He is located at 16701 Melford Blvd., Suite 400, Bowie, MD 20715, and is available by phone at (443) 538-1175, or email at david.hyder@hawksley.com.

Summary – We deliver superior services for an excellent price and look forward to the opportunity to be of service to you. We are uniquely qualified to provide a *fresh perspective* to the City that reflects.

- ✓ National stature within the water resources industry
- ✓ Experience with accepted ratemaking practices in various parts of the country, including California
- ✓ An experienced project team from top to bottom with tremendous modeling capabilities
- ✓ A powerful, easy-to-understand, and customized MS Excel-based modeling system
- ✓ Commitment and availability of resources to complete the study in the desired timeframe

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Andrew Burnham
Director

David Hyder
Principal & Project Manager

1. UNDERSTANDING OF SCOPE OF SERVICES

Effective utility management in areas where water resources are limited requires the careful integration of cost allocation and pricing strategies into overall conservation and water supply plans. A careful and thorough analysis of the various types of costs of service must be combined with the proper rate design and communication strategies to ensure a fair and equitable rate structure that sends the correct pricing signals and can be understood by customers. Utility managers in this circumstance face large and complex risks that are unknown to areas where water supply is plentiful. In major water-challenged cities from California, to Colorado, Arizona, and Texas, our consultants have dealt with similar issues that currently confront the City of Norco.

It is our understanding that the City is seeking a qualified professional consulting firm such as Hawksley, to assist the City in analyzing its current rate structure for water and sewer services and to evaluate other potential rate structures that would provide increased revenue stability and that are equitable and defendable. In addition, Hawksley will help the City establish a rate structure for its new reclaimed water system. For each fund, we will evaluate the revenue requirements, including capital, operations and maintenance expenditures, bond debt coverage and reserves for both capital and operations. We will perform a cost allocation analysis to ensure that the rate plans are equitable to all customer classes including residential, commercial and non-connect customers in addition to ensuring that the rates recommended during the study are in compliance with Proposition 218.

Our approach to completing a utility rate study is focused on an interactive decision support process. While our team will facilitate all aspects of the study, provide industry expertise and specific recommendations, we believe that input from the City is essential to the process. It is vital for the study to reflect the unique nature and specific needs of the City. Our interactive process effectively facilitates this input in an efficient manner while providing transparency and ultimately a comprehensive look at our clients' utility systems. To facilitate the process we will use our industry-leading modeling system.

To properly calibrate the modules of our modeling system to precisely simulate the City's utility systems, we will gather and review a significant amount of information, including historical and projected operating and capital budgets, audited financial statements, facility plans, bond/loan agreements, service agreements, historical, current, and expected usage data. **We will then input the data into the appropriate modules of our robust and easy to use modeling system that runs on the Microsoft Excel© platform**.

We will then conduct multiple interactive decision support work sessions with City Staff with the modules of our modeling system up and running with the "control panel" projected on a large viewing screen. **The interactive process allows us to work closely with our clients to conduct a transparent analysis and to clearly and quickly identify and understand the drivers and impacts of any decision alternative. We can evaluate alternative assumptions and scenarios "on-the-fly" as the discussion progresses**. This allows us to work towards solutions with an understanding of the short and long-term consequences of each scenario to the utility and its customers.

Based upon the City's desired scope of services, we use the following sections to describe how we will use the modules of our modeling system to accomplish the City's desired tasks, and how we provide a complete evaluation of all aspects of your utility systems. **It is important to note that while all the modules can easily be linked together, they also work independently of each other. This allows us to provide our clients with the most efficient services for both limited scope and comprehensive studies**.

2. METHODOLOGY

To initialize the study, we will meet with City staff to discuss key issues, data requirements, and the overall project schedule, which will identify key milestones for deliverables, including draft and final reports. The kickoff meeting is the first of several project management meetings during the course of the project. Subsequent project management meetings will address project issues including execution of the scope, review and acceptance of deliverables, budget and time performance, and internal coordination issues necessary for the timely completion of the project. Once data has been received, we will review all data in detail, including regulatory requirements, historical and future operating expenses, debt service, reserve policies, billing procedures, existing rate structures, customer characteristics, system and capital improvement information, and other data (including existing modeling tools) provided by City staff.

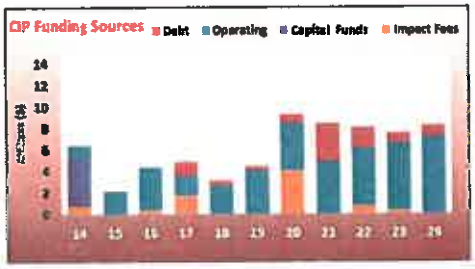
We have divided our work plan into three work elements: Water & Wastewater Enterprise Fund Analysis, Reclaimed Water Enterprise Fund Analysis, and Deliverables. Please note that tasks within each element may be conducted concurrently, contingent on the receipt of data as well as the final project schedule.

Work Element I: Water & Wastewater Enterprise Funds

Task 1: Revenue Sufficiency Analysis and Financial Planning Analysis

We will use the revenue sufficiency and financial planning module to develop multi-year financial management plan for the water, wastewater and reclaimed water enterprise funds, including projected annual revenue requirements and rate adjustments. This module allows examination of **historical operating expenses, growth and consumption trends, alternative capital improvement spending levels, debt service coverage ratios, levels of operating and capital reserves, and other financial policies/goals** that affect the revenue requirements of the funds.

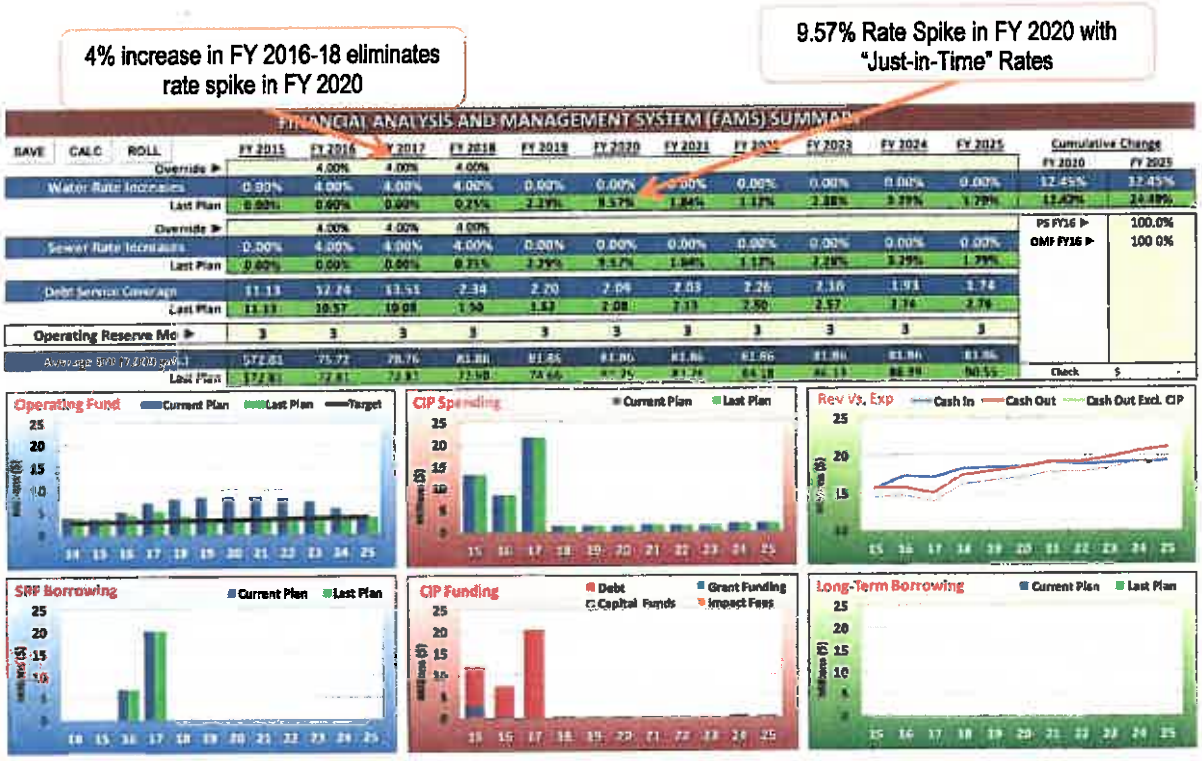
In addition to evaluating financial goals and objectives, we will also evaluate alternative demand projections, cost escalation factors, changes in usage patterns, elasticity of customer demand in response to rate increases, and other variables that could affect the financial performance of the City. One item of particular importance is the projection of volumetric sales. Water use patterns are influenced by price signals, and change in customer behavior can also be affected by other non-price factors, such as rainfall, conservation programs, and economic conditions. We will analyze probable ranges of demand changes in response to different degrees of rate increases, weather patterns, rate structure changes, etc. Prudent planning requires that utilities prepare for reductions and changes in demand patterns, and such planning will be incorporated to achieve financial targets and fund balances as described below.



The financial planning module provides a valuable capital planning tool which we will use to review the City's capital improvement program, and to evaluate the impacts of alternative projects, costs, timing, and funding sources. Our capital planning tool allows us to evaluate the current and recommended investments for improvements as well renewal and replacement of utility systems and the financial impacts to the rate payers. For all scenarios reviewed, the financial planning module will develop a funding plan, including the identification of the amount, timing, and type of borrowing required as may be necessary. We will examine each enterprise fund's use of debt financing for capital improvements and assess the impact of current levels of debt financing, as well as building a financing scenario to support the City in maintaining a proper balance for debt coverage and rate stabilization over the study period.

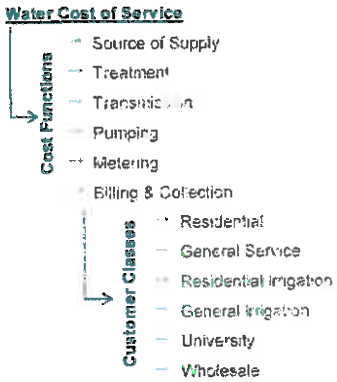
Closely related to this analysis is an examination of adequacy of reserves for operating and capital projects. Adequate reserves are fundamental to achieving financial stability, and can help some systems to avoid sudden or disruptive rate adjustments in the face of unanticipated operating or capital needs. We will examine the City's fund balances and incorporate these balances and alternative reserve policies into the interactive planning process and the conversations we will have regarding financial sustainability.

An example of a control panel of a revenue sufficiency and financial planning module used in the interactive work sessions for the development of a ten-year financial plan for a water and wastewater system is presented herein. The green bars and panels represent the "last" scenario evaluated, which was "just-in-time" rates, resulting in a rate spike in FY 2020 followed by varying increases throughout the forecast. The blue bars and panels represent the "active" scenario, which includes lower levels of rate increases in the initial three years, followed by no increases thereafter. The graph shows that the financial consequences of the earlier somewhat smaller rate increases in the "active" scenario are acceptable, and that the rate increases provide smaller, more predictable customer impacts.



Task 2: Cost of Service Allocation Analysis

The cost allocation modules allow for the total cost of service and revenue requirements for the water and wastewater systems to be functionalized and distributed to customer classes. Each utility system's cost of service and revenue requirements are functionalized to defined segments, which are then allocated to each class of customer based upon the characteristics or units of service of each respective class of customer. An example of typical functions and customer classes for a water system is presented in the following charts. **Please note that system functions and customer classes are unique to each community and would be determined for the City based upon a review of its system/user data.**



We identify the most appropriate Prop 218-compliant cost-of-service allocation methodologies and rate structures based upon available data, legal requirements, system configuration, service agreements, resources, customer base, demand and usage characteristics, local practice, and public policy objectives. We then customize the cost allocation module to employ the identified methodologies and concepts best suited for each utility system. At this time, we can also evaluate the various customer classes and recommend any changes, which may include adding a customer class or combining existing customer classes, based upon the results of the cost allocation analysis.

At the conclusion of the cost allocation portion of the analysis, we compare the resulting allocation of revenue requirements to the revenue generated by the current rates for each customer class. To the extent current revenue recovery levels are not in line with the results of the cost of service allocation analysis, we evaluate alternative levels of revenue recovery by class of customer within the rate structure analysis that would better comport with the identified cost of service allocations.

Task 3: Rate Design

At this point, we will also perform an **independent review of the current rate structures for each customer class** and **examine alternative rate structures using our rate design module**. The rate structure will be evaluated to determine if they may better serve the City's fiscal stability and/or public policy objectives relating to fixed cost recovery, economic development, conservation, and affordability, while ensuring a fair and equitable distribution of costs, and conformance to accepted industry practice, legal precedent, and terms of any service agreements. Similarly, we can also evaluate the distribution of costs between the fixed and variable components of the rate structure, and will make recommendations that are consistent with your cost recovery objectives and consider your reserve policies as well as revenue stability and affordability objectives.

The revenue requirements determined in the revenue sufficiency and financial planning module for the first projected fiscal year are linked to the cost allocation and rate design modules, which calculates specific rates necessary for each customer class to generate the required revenues based upon proper allocation of costs and the specified rate structure, or rate structure alternatives.

The following example identifies the impact of three water and sewer rate structure alternatives or options on a class of customers with ¾" meters in terms of the dollar amount and percentage change in the monthly bill. The table shows the percentage of customers at each level of usage, which can be used to determine the percentage of customers affected by each rate structure alternative at different levels of usage.

3/4" Meter Water & Sewer Monthly Bill Comparison

Billing Statistics				Current	Option 1			Option 2			Option 3		
					"Across-the-Board" Increase			Rate Structure Change - Alt. A			Rate Structure Change - Alt. B		
% of Bills	Cumulative %	# of Bills	Use (Tgal)	Mo. Bill	Mo. Bill	$ Chg.	% Chg.	Mo. Bill	$ Chg.	% Chg.	Mo. Bill	$ Chg.	% Chg.
11.8%	11.77%	7,999	0	$ 14.50	$ 15.30	$ 0.80	5.5%	$ 8.34	$ (6.16)	-42.5%	$ 7.76	$ (6.74)	-46.5%
10.1%	21.87%	6,867	1	$ 14.50	$ 15.30	$ 0.80	5.5%	$ 11.44	$ (3.09)	-21.1%	$ 9.75	$ (4.75)	-32.8%
13.5%	35.41%	9,202	2	$ 14.50	$ 15.30	$ 0.80	5.5%	$ 14.54	$ 0.04	0.3%	$ 11.74	$ (2.76)	-19.0%
17.1%	52.47%	11,601	3	$ 14.50	$ 15.30	$ 0.80	5.5%	$ 17.64	$ 3.14	21.7%	$ 13.78	$ (0.72)	-5.3%
12.7%	65.16%	8,624	4	$ 26.96	$ 28.44	$ 1.48	5.5%	$ 30.04	$ 3.08	11.4%	$ 27.93	$ 0.97	3.3%
10.0%	75.17%	6,803	5	$ 39.42	$ 41.58	$ 2.17	5.5%	$ 42.44	$ 3.02	7.7%	$ 40.93	$ 0.91	2.3%
7.3%	82.43%	4,934	6	$ 51.88	$ 54.73	$ 2.85	5.5%	$ 54.84	$ 2.96	5.7%	$ 53.93	$ 1.76	3.4%
4.9%	87.30%	3,314	7	$ 64.34	$ 67.88	$ 3.54	5.5%	$ 67.24	$ 2.89	4.5%	$ 66.95	$ 2.59	4.0%

Similar detailed customer impact analysis can be provided for all of the City's customer classes, which would ultimately be used to develop higher-level impact charts for public presentation purposes.

Note that our detailed presentation of customer bill impacts is based on our pattern of acquiring and analyzing an extensive database from our client's billing systems. We are careful to understand the way that billing systems actually store information and process meter reading data to calculate and generate bills. Our rate analysis is always conducted with an awareness of the limitations (or opportunities) of your billing system.

Work Element II: Reclaimed Water Enterprise Fund

The City of Norco does not currently sell reclaimed water to customers located within the City. While a recycled water system has been constructed, recycled water from the Western Riverside County Regional Wastewater Treatment Plant (WRCRWTP) has not been approved by the state for reclaimed water. The City currently supplies non-potable water through the reclaimed water system to City parks and parkways. Our project team has assisted several communities with the establishment of reclaimed water rates during the startup phase of the utility. The specific tasks identified below recognize the startup nature of the reclaimed water system.

Task 4: Reclaimed Water Cost Determination

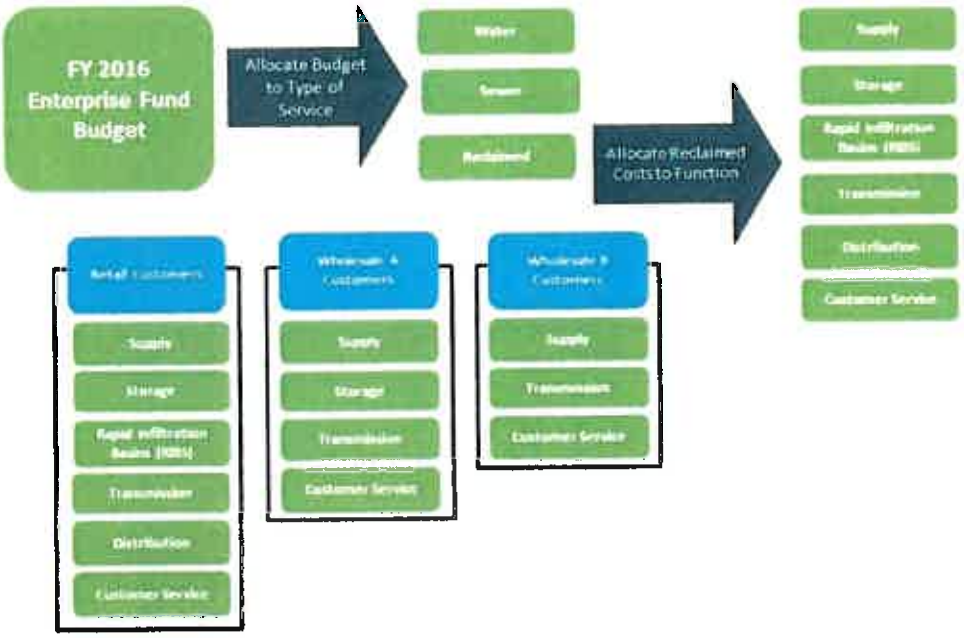
Our project team will work with the City to identify the current and future costs associated with providing reclaimed water service. The cost determination will include estimates of costs associated with treatment, pumping, storage and transmission of reclaimed water. The costs will be loaded into our revenue sufficiency and financial planning module to develop multi-year financial management plan for the reclaimed water enterprise fund, including projected annual revenue requirements.

Task 5: Estimate of Potential Demand and Usage

In order to evaluate reclaimed water rates for the City it will be necessary to develop an estimate of the potential demand for reclaimed water service within the City. Our project team will work with the City to identify the potential demands by various classes of customers within the City (typically retail and bulk/wholesale). Based on our experience, it is fairly common for a new reclaimed system to initially serve bulk customers for a period of time prior to transitioning to serving retail customers given the additional infrastructure that is often required to provide retail service.

Task 6: Cost of Service Allocation Analysis

The annual revenue requirements identified in Task 4 will be functionalized and distributed to the potential customer classes identified in Task 5. The cost allocation process will be based on the costs associated with serving the potential customer classes. For example, bulk customers would be allocated treatment and transmission costs but storage and pumping costs may be excluded if bulk customer have onsite storage facilities. Additionally, the task will identify the fixed and variable cost components related to providing reclaimed water service.



Task 7: Level of Cost Recovery and Rate Design

When the revenue requirements have been identified, and the cost allocation has been complete, we will develop reclaimed water rates. The key considerations for the development of the reclaimed water rates will include:

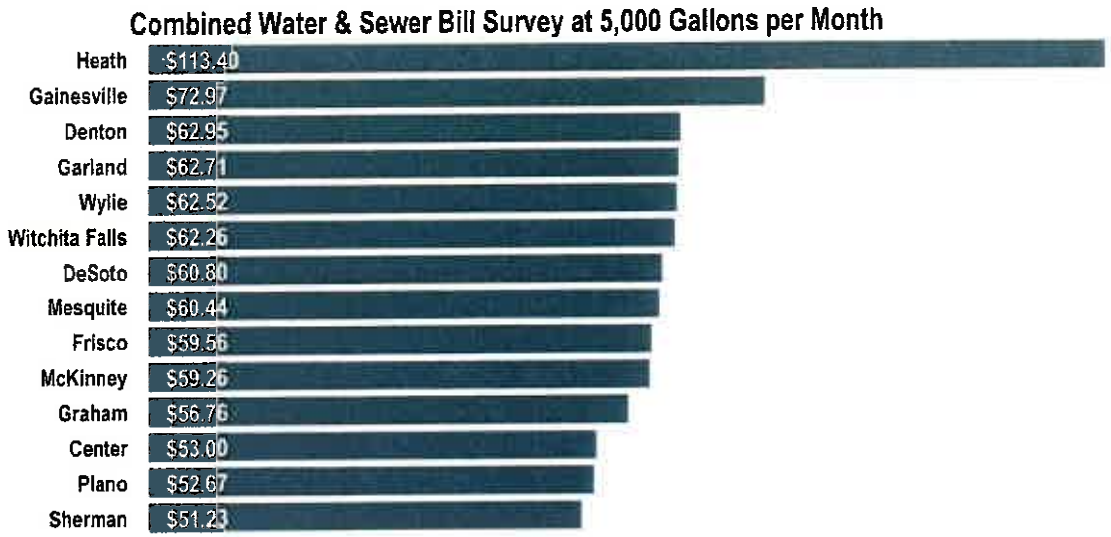
- The level of reclaimed water service cost recovery (it is fairly common for a reclaimed water system to not fully recover the cost of providing reclaimed service)
- The potential structure of fixed fee for reclaimed service
- The development of the variable rate structure

Our project team will work with the City Staff to evaluate the level of cost recovery and to evaluate the various rate structure options. Based on the evaluation of the various options, recommended reclaimed water rates will be developed.

Work Element III: Deliverables

Task 8: Compare Available Benchmark Information

We will provide a detailed benchmarking comparison of the City's cost and reliability data and statistics with available and appropriate benchmarking information for similar utilities as well as accepted industry standards for water, wastewater and reclaimed water. We will provide surveys for each customer class similar to the single-family residential survey included below that was prepared for the City of Denton.



In addition, we will also extend our benchmarking activities beyond rates to understand how the City compares to other communities similar in size and in regards to certain types of treatment and level of service. We recently conducted such a detailed benchmarking for the City of Denton, Texas. Outputs of the resulting performance benchmarking analysis are presented below. When benchmarking, it is imperative to understand that no two systems are exactly alike (see first table) and that differences in certain attributes (such as whether the utility is part of a regional system for water supply and/or sewer treatment) can contribute to significant variances in rate and cost comparisons between communities. For the City of Denton, that was critical to understanding why the City compared favorably on certain organizational performance indicators (see second table) to only those communities that were not part of regional systems.

Table 1: Summary Statistics of Benchmarking Entities

Entity	Annual Gallons of Water Produced	Number of Connections	Water System Description	Water Dist Length (Miles)	WW System Description	Wastewater Dist Length (Miles)	Outstanding Debt	Original Capital Asset Value	Population	Distance (Miles)
Denton	6,827,186,000	31,837	2 Plants	572	1 Plant	509	$ 161,127,472	$ 491,444,644	117,397	
Lewisville	5,515,150,000	21,662	Dallas	381	1 Plant	318	$ 50,005,000	$ 262,826,367	99,453	15.9
Garland	10,971,170,000	67,822	NTMWD	1,117	2 Plants	1,003	$ 225,545,849	$ 706,065,933	231,618	45.3
Mesquite	5,789,895,000	54,000	NTMWD	567	NTMWD	493	$ 67,018,424	$ 229,321,398	140,240	49.6
Frisco	9,417,000,000	44,988	NTMWD	810	NTMWD	620	$ 114,545,493	$ 375,308,997	135,920	25.1
Waco	10,555,800,000	44,336	2 Plants	1,035	1 Plant	846	$ 208,015,526	$ 469,200,481	128,125	126.4
Wichita Falls	5,680,860,000	35,000	1 Plant	578	2 Plants	546	$ 122,575,340	$ 343,413,222	104,552	102.0
McKinney	9,745,500,000	46,791	NTMWD	820	NTMWD	662	$ 64,415,000	$ 373,700,061	140,826	32.7
Grand Prarie	8,577,500,000	64,154	Dallas	804	TRA	798	$ 57,151,208	$ 329,653,983	181,303	41.4
Irving	12,879,440,000	45,230	Dallas	699	TRA	645	$ 179,715,567	$ 638,518,624	220,750	36.0
Arlington	17,919,593,240	100,453	2 Plants	1,575	TRA	1,300	$ 111,551,000	$ 865,438,000	365,930	45.1

Table 2: Benchmarking Performance Indicator Results

	Performance Indicator	Favorable Performance[1]	Denton	Min	Max	Median	Average	Denton vs Average
1	**Organizational Development**							
2	Water Customer Accounts per Employee (FTEs)	↑	395	318	1,245	763	620	
3	Wastewater Customer Accounts per Employee (FTEs)	↑	395	431	2,239	785	921	
4	MGD Water Delivered per Employee (FTEs)	↑	0.23	0.14	0.71	0.35	0.30	
5	MGD Wastewater Processed per Employee (FTEs)	↑	0.18	0.13	1.15	0.42	0.34	
6	**Business Operations**							
7	Debt Ratio (Liabilities/Assets)	↓	35.5%	17.5%	56.1%	38.7%	42.2%	
8	Debt Service as a Percent of Annual Revenues	↓	26.7%	11.0%	35.3%	23.3%	26.5%	
9	Days of Unrestricted Cash	↑	479	78	687	211	312	
10	Transfer to General Fund as % of Revenues	↓	11.4%	4.0%	13.5%	8.9%	9.4%	
11	**Water Operations**							
12	Operations & Maintenance Cost Ratios:							
13	O&M cost per account	↓	$488	$293	$534	$436	$467	
14	O&M cost per MG processed (ADF)	↓	$2,278	$1,552	$3,957	$2,332	$2,670	
15	O&M cost per mile of pipe	↓	$27,187	$18,328	$40,409	$27,373	$28,761	
16	**Wastewater Operations**							
17	Operations & Maintenance Cost Ratios:							
18	O&M cost per account	↓	$290	$206	$571	$303	$282	
19	O&M cost per MG processed (ADF)	↓	$1,764	$1,080	$3,760	$1,739	$2,075	
20	O&M cost per mile of pipe	↓	$17,133	$13,233	$38,037	$21,552	$18,597	

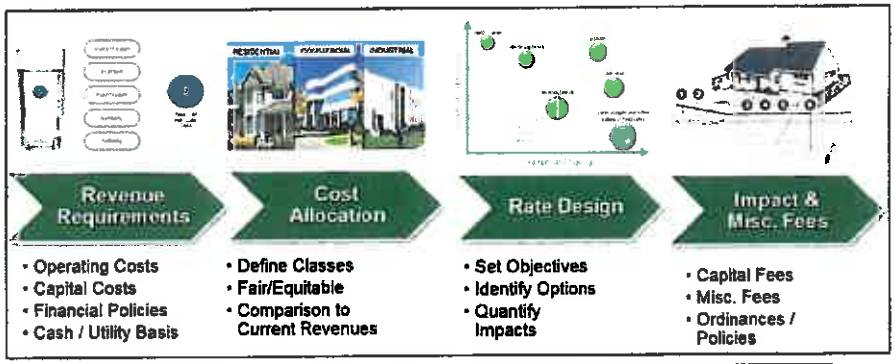
1 - ↑ Indicates higher values are generally desirable. ↓ Indicates lower values are generally desirable.

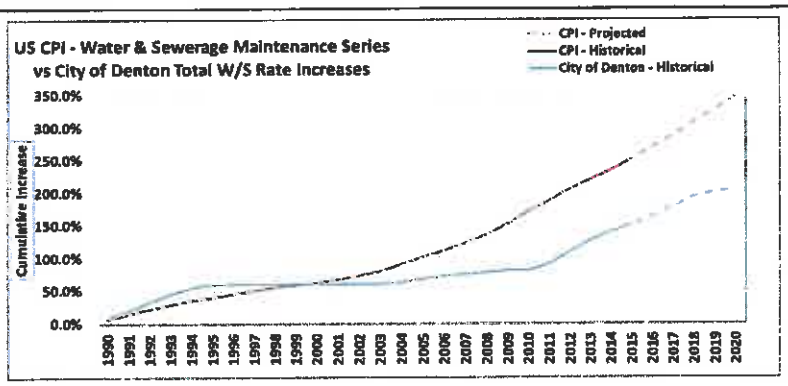
Task 9: Reports and Presentations

At the conclusion of the study we will prepare written reports of the analysis that will detail the analysis, conclusions and recommendations of the study. We will first prepare a draft report, provide to City staff for comment, and then incorporate any edits into a final report. Additionally, we will present the results at three meetings including one public workshop with Streets, Trails and Utilities Committee, one public workshop with City Council, and a final public hearing to adopt the new rates. The presentations are critical not just to comply with Prop 218 noticing requirements, but also to generate acceptance of the study recommendations. Additional presentations can be provided, as requested.

Using our industry knowledge, we will present different opportunities, based on the City's objectives, to help guide you in the development of an effective outreach program as we have done for communities throughout the country. In any public setting, it is important to use images to help communicate key concepts. The following examples help build an understanding of the rate study process, how rate increases compare to national trends, the drivers behind rate adjustments, and local cost comparisons.

Sample Presentation Materials





Task 10: Financial Model Training

At the conclusion of the study, we will make any of the modules of our modeling system used during each study available to the City. It is important to note that the modules you will receive are fully functioning Excel-based models, and can be used by staff for future updates. At the conclusion of the study, we will prepare customized user manuals for any of the modules that you license and provide onsite training for staff to ensure the City's beneficial use of the modules. **We typically provide an on-site ½ day training session, which has been included in our scope, however additional training is available to staff, as requested.**

It is important to note that we do require the City to sign a usage and non-disclosure agreement in order to protect the propriety nature of our modeling system and to allow for our review of the model to ensure its accuracy for the City's protection. Within the agreement, we also typically identify the parameters for any future module maintenance assistance, updates, and support services the City may desire to ensure its future beneficial use of the modules. Upon request, we can provide a sample agreement used with another of our clients.

3. QUALIFICATIONS

Hawksley Consulting is and has been an industry leader in providing independent and objective financial management services to local governments throughout the country. We provide the most comprehensive and efficient approach to the development of multi-year financial management plans, cost allocations, rate structures, benchmarking, and feasibility studies necessary to ensure the long-term sustainability of local government services.

Hawksley's management consulting services include strategy, finance, risk management, asset management, organizational development, information technology, stakeholder engagement, and environmental and social sustainability to implement practical solutions for water, wastewater, energy, transportation, industrial, international financial institutions and government clients.

Our Financial, Commercial, and Risk Services practice provides utility rate design, cost-of-service allocations, and financial planning services consistent with our global leadership in the industry. Our project team has have performed hundreds rate studies including cost-of-service, rate design, and revenue requirement forecasts. We have a tremendous amount of experience with and knowledge of a variety of accepted ratemaking and cost-of-service methodologies, including practices and approaches identified in **American Water Works Association and Water Environment Federation** manuals, as well as accepted industry practices in various parts of the country. In addition, we are very **familiar with the financial criteria used by the municipal ratings agencies** in evaluating the financial health of municipal water and wastewater systems. In fact, our project team has conducted financial feasibility analyses and other services in **support of the issuance of $1 billion in utility bonds in the past five years.**

We aspire to provide our clients with financial guidance that makes a difference in their organizations, their performance, and in their communities. As you might expect, our practice covers quite a range of financial issues for our water sector clients, and the following is a representative listing:

- ✓ **Development of Multi-Year Financial Management Plans and Rate Programs**, for systems of similar size operated by local government agencies, including capital and operations & maintenance expense budgeting, grant funding, and ensuring government finance best practices
- ✓ **Cost of Service Allocations According to AWWA, WEF & Other Industry Standards**, with the expertise to analyze system configurations, facilities, plans, design criteria, usage characteristics, etc. in the context of allocating costs in order to establish fair and equitable rates for each class of customer
- ✓ **Retail and Wholesale Rate Structure Concepts** and their practical application to address specific local policy objectives (such as affordability, conservation, fixed cost recovery/revenue stability) while conforming to accepted industry practice and legal precedent (both nationally and locally)
- ✓ **Review and Development of Capital Cost Recovery Charges and Miscellaneous Fees,** including availability/impact fees, service installation fees, tap fees, hydrant fees, backflow prevention charges, etc.
- ✓ **Benchmarking**, including comparisons of rates and costs with industry standards and other comparable utilities or entities
- ✓ **Financial Policy Review** including the development of specific goals/targets relative to various types of reserves, cash balances, capital spending, debt levels, affordability, and other metrics
- ✓ **Financial Services in Support of the Issuance of Revenue Bonds**, including the preparation of financial feasibility studies and participation in the credit rating process
- ✓ **Preparation of Public Education and Outreach Initiatives,** including information about the necessity of any rate adjustments, the drivers that cause them, and their impacts to customers

4. PERSONNEL

We have carefully selected our proposed project team with members that are experienced in each service requested by the City. Summary biographies of our project team are provided below, with full resumes provided in Appendix A.

David Hyder
Project Manager

Dave has over 17 years of professional experience, and he specializes in assisting public sector clients with the financial and managerial aspects of environmental infrastructure. Dave brings experience applying engineering, environmental and financial expertise to a broad range of projects for clients. He is currently serving on the AWWA Rates and Charges Committee, and is actively involved in an update to AWWA Manual M1 – Principles of Water Rates, Fees and Charges.

Specialist Skills
- Innovative Rate/Fee Design
- Design of Financial Management and Rate Programs
- Development of Assessment Program Methodologies
- Rate Regulation Assistance

Andrew Burnham
Technical Advisor

Mr. Burnham is a leader in our industry and has provided exemplary professional consulting services to our clients for many years. Andy has extensive experience in utility financial planning, cost allocation, and rate development, during which he has been recognized as an industry expert as part of utility rate-related regulatory proceedings in multiple states and territories. He has personally conducted/managed over 500 similar studies for local governments.

Specialist Skills
- Long-Term Financial Plan Development
- Cost of Service Analysis
- Stakeholder Communication
- Bond Feasibility Reports & State Loans
- Assistance with the Preparation of Ordinances

Mark Hildebrand
QA/QC Advisor

Mark is a California-based management consultant who bridges the disciplines of financial analysis, rate setting and strategic planning. He has performed dozens of water, wastewater, and recycled water rate studies in California and is a published author and expert in Proposition 218 and all of California's legal requirements regarding utility rates. He has directly led or managed over 7 water budget based rate studies.

Specialist Skills
- Expert in Prop 218
- Cost-of-Service Studies
- Rate Design
- Change Management
- Strategic Business Planning
- Organizational Effectiveness

Tracey Moher
Managing Consultant

Tracey is a Managing Consultant with eight years of experience. She has developed several types of financial models has also gained strong financial, business and analytical skills that she applies to support the services provided by Hawksley. She has worked in multiple states for clients ranging in size from 200 to 500,000 accounts. Prior to her management consulting career, she worked for a financial consulting firm in the Baltimore area.

Specialist Skills
- Long-Term Financial Plan Development
- Cost of Service Rate Studies
- Customer, Demand, and Revenue Forecasts
- Stakeholder Outreach/Education

Kyle Stevens
Project Consultant

Kyle is a Project Consultant with over three years of experience in populating and customizing financial planning, cost allocation, rate design, impact fee, and miscellaneous service fee modules of our modeling system. He has superior financial, business and analytical skills and has provided our clients with exemplary financial analysis based on application of sound financial and economic concepts.

Specialist Skills
- Long-Term Financial Plan Development
- Development of Impact Fees
- Development of Capital Finance Plans
- Cost Allocation & Rate Studies

5. EXPERIENCE

The following chart represents a listing of select projects similar in nature to the scope of work requested by Norco.

This table presents a selection of Hawksley Consulting's experience in providing a full suite of financial consulting services to clients throughout the country.

State	Client	Financial Forecasting & Revenue Requirements	Cost of Service Analysis	Rate Structure Development	Wholesale/Bulk Rate Analysis	Capacity Charges/Impact Fees	Miscellaneous Service Charges/Fees	Affordability Analysis/Water ™	Capital Improvement Finance Planning	Custom Modeling & Tool Development	Public/Stakeholder Engagement	Customer Billing & Demand Analysis	Financial Policy Development	Ordinance/Service Agreement Assistance
CA	Indio Water Authority	●	●	●			●		●	●	●		●	●
CA	City of Huntington Beach	●	●	●			●		●	●	●		●	●
CA	City of Ridgecrest	●	●	●			●		●	●	●		●	●
CA	City of Pomona	●	●	●			●		●	●	●		●	●
CA	City of Corona, Dept. of Water and Power	●	●	●			●		●	●	●		●	●
CA	City of San Diego	●	●	●			●		●	●	●		●	●
CA	City of Greenfield	●	●	●					●	●	●	●	●	●
CA	Coachella Valley Water District	●	●	●	●	●	●		●	●	●	●	●	●
CA	Soquel Creek Water District	●	●	●	●	●	●		●	●	●	●		●
CA	Moulton Niguel Water District	●	●	●	●	●	●		●	●	●	●		●
NM	City of Santa Fe	●	●	●	●	●	●		●	●	●	●	●	●
NM	Albuquerque-Bernalillo Co. Water Auth.	●	●	●	●	●	●		●	●	●	●	●	●
AZ	City of Tempe	●	●	●					●	●	●	●	●	●
AZ	Town of Gilbert	●	●	●			●		●	●	●	●	●	
TX	Baytown Area Water Authority	●	●	●	●				●	●		●	●	
TX	City of Baytown	●	●	●			●		●	●	●	●	●	●
TX	City of Denton	●	●	●	●		●	●	●	●	●	●	●	
TX	City of Galveston	●	●	●				●	●	●	●	●	●	●
TX	Bexar Metropolitan Water District	●	●	●	●	●			●	●	●	●	●	●
AL	Decatur Utilities	●	●	●	●		●		●	●	●	●		●
AL	Mobile Area Water and Sewer System	●	●	●	●			●		●	●	●	●	●
CO	City of Aurora	●	●	●	●	●	●	●	●	●	●	●	●	●
CO	Colorado Springs Utilities		●	●	●	●				●				●
CO	Denver Water Distributor Forum	●	●		●								●	
CO	City of Loveland	●	●	●	●	●	●		●	●	●	●	●	●
CO	Castle Pines North Metropolitan District	●	●	●	●	●	●		●	●	●	●	●	●
CO	Sheridan Area Water Supply	●	●	●	●	●	●		●	●	●	●	●	●
CO	Plum Creek Water Reclamation Authority	●	●	●	●	●	●		●	●				●
MO	City of Columbia	●	●	●	●	●	●		●	●	●	●	●	●
MS	Diamondhead Water & Sewer District	●	●	●		●	●	●	●	●	●	●	●	●
FL	City of Clearwater	●	●	●	●	●	●	●	●	●	●	●	●	●

6. REFERENCES

This section presents current or recently completed projects. Within each description, we have included details of the project team members assigned to the project as well as reference contact information.

Cost of Service and Water Budget Rate Design

Coachella Valley Water District, California

Dates of Service: 2014 - Present

Project Team: Mark Hildebrand, Andrew Baker, Jason Mumm, Siyuan Rao

Client Contact: Kay Godbey, Director of Finance, kgodbey@cvwd.org (760) 398-2661 ext. 2240

Overview of Services:

Coachella Valley Water District is a multi-faceted agency with a 1,000 square miles service area that delivers irrigation and domestic (potable) water, collects and recycles wastewater, manages stormwater, and imports water to replenish its groundwater basin. Hawksley is currently providing a comprehensive cost-of-service and rate design study for canal water, potable water, wastewater and the replenishment program. Rates are being designed to fund the utility's long-term projected costs of providing service while proportionally allocating costs among customers, providing a reasonable and prudent balance of revenue stability, and complying with the substantive requirements of California Constitution article XIII D, section 6 (Prop 218).

The study has yielded a number of significant recommendations that were collaboratively developed between District staff and the Hawksley team. Among the most significant recommendation was to eliminate a series of service areas that had different water and wastewater rates as a result of historical acquisitions. It was also recommended to merge the three separate replenishment programs into a single program and fund. This will serve to strengthen the three funds as it faces significant revenue challenges in the coming years.

Potable water rates are water budget-based rates: Hawksley employed our water budget model to better understand the current and anticipated effects of the current drought. The rate policies have been refined by using historical data to better understand water use patterns and minimize revenue volatility. The rates are also being adjusted to manage the impact of a recent regulatory decision to require the district to remove chromium VI from its water supply. The "Cr VI" program will need to begin immediately and will cost more than one hundred million dollars, therefore it is critical that the financial strategy make the best use of available reserves, establish strong creditworthiness, and maximize on debt-funding opportunities.

All of these changes to rates will have a substantial impact on the local economy (farming and tourism). Hawksley has been working successfully with the district board to find rate design solutions that mitigate impacts on the local economy while staying within the bounds of legal requirements.

Water and Sewer Cost of Service and Rate Study
Jurupa Valley Community Services District, CA

Dates of Service: 2014

Project Team: David Hyder

Client Contact: Mr. Steve Popelar, Finance Director, 11201 Harrel St, Jurupa Valley, CA 91752, (951) 685-7434. spopelar@jcsd.us

Overview of Services:

In 2014, Mr. Hyder served as project manager for a comprehensive water and sewer rate study for the Jurupa Valley Community Services District (JCSD). The study included the development of a long-term financial plan supported by a financial model, a cost of service analysis and a detailed rate structure review. JCSD provides water and sewer service to approximately 27,000 customers located in the Cities of Eastvale and Jurupa Valley. The District provides potable water, potable irrigation and non-potable irrigation service as well as sewerage collection services. Prior to the study managed by Mr. Hyder, JCSD had contemplated water-budget based rates, but for a number of reasons, the District Board did not adopt the rate structure.

As a result, the study managed by Mr. Hyder included a significant amount of detailed explanation and guidance on the various rate options for consideration. The key rate structure topics included the fixed versus variable portion of the customer charges as well as the best approach for determining sewer charges. The study also included the development of a comprehensive financial model that was used to evaluate various scenarios including modifications to capital plans, changes in water and sewer pass-through costs and resulting impacts to water and sewer customer bills. The miscellaneous fees and charges assessed by JCSD were evaluated to ensure that they reflected the cost of service and additional fees not charged by the District were discussed and calculated for consideration (such as private fire protection rates which were adopted by JCSD as part of the study).

The rate structures and the financial plan were reviewed with the JCSD staff and during several workshops with the JCSD Board. The workshops were designed to ensure full understanding of the key issues facing JCSD, the options available and how best to structure water and sewer rates and the impacts on the JCSD's water and sewer customers. **The study was successfully completed in 2014 with the JCSD Board adopting a recommended financial plan consisting of a five-year rate plan providing adjustments to all water and sewer rates.** As part of the study, Mr. Hyder developed Proposition 218 notification materials and participated in several public meetings.

Conservation Based Water Rate Study

Soquel Creek Water District, California

Dates of Service: 2015 - Present

Project Team: Mark Hildebrand, Andrew Baker, Jason Mumm, Siyuan Rao

Client Contact: Ron Duncan, General Manager, rond@soquelcreekwater.org; (831) 475-8501 x144

Overview of Services:

Soquel Creek Water District is a retail water purveyor located in Santa Cruz County, CA. The district's only water supply is an over-subscribed aquifer. Due to its inability to import outside water supply, the district has been plagued with water shortages. As a result the district's conservation program is amongst the most mature in the country and its per capita water usage is amongst the lowest in California.

Hawksley worked with the district to develop water rates that would enable the district to (1) recover projected operating cost increases; (2) continue to repair and replace the district's aging infrastructure; (3) maintain the financial stability of the utilities; (4) avoid the depletion of reserves; and (5) comply with regulatory and legal requirements. In light of the recent court decisions regarding Proposition 218, Hawksley looked closely at the district's water rate structure, which includes tiered rates for residential customers and uniform rates for all other customers.

A number of rate structures were calculated and presented to the district board of directors for consideration. The Board desired to not just meet, but exceed, the cost-of-service requirements established by the San Juan Capistrano case (regarding Prop. 218). In response to the drought and the Governors' 2014 executive order, Hawksley shaped emergency drought rates that complement the district's water shortage contingency plan by adjusting rates depending on the district's declared drought stage.

Water/Wastewater Financial Planning, Cost of Service, & Rate Design

City of Greenfield, California

Dates of Service: 2015 - Present

Project Team: Mark Hildebrand, Andrew Burnham, David Hyder, Tracey Moher

Client Contact: Ms. Susan Stanton, City Manager, 599 El Camino Real, Greenfield, CA 93927, (831) 674-5591, sstanton@ci.greenfield.ca.us

Overview of Services:

The City of Greenfield is a central coast agricultural community located in Monterey County. The City provides water and sewer service to a population of approximately 17,000. Hawksley consulting was engaged to complete a comprehensive water and wastewater rate study for Greenfield. The primary components of the study included the following items.

Perform a Revenue Sufficiency Analysis – Hawksley developed a multi-year forecasting model for each of the City's water and sewer funds that was used to determine the level of annual revenue required to satisfy projected annual operating costs, debt service expenses, and capital cost requirements as well as maintain adequate reserves.

Cost of Service Analysis – Using the revenue requirements from the revenue sufficiency analysis for Fiscal Year (FY) ending 2017, we performed a detailed cost of service allocation based upon principles outlined by the American Water Works Association (AWWA), Water Environment Federation (WEF) and other generally accepted industry practices in order to determine the proper distribution of costs and corresponding revenue requirements between the respective customer classes of each fund.

Rate Structure Analysis – The rate structure analysis phase developed specific rates that would recover the identified level of required revenue from each customer class. The recommended rate schedules were designed to ensure that the City's water and sewer rates conform to accepted industry practices and reflect the appropriate distribution of system costs, while achieving the City's policy objectives, such as fiscal stability, affordability, and conservation, to the greatest extent possible. The rates were designed to fund the utility's long-term projected costs of providing service while proportionally allocating costs among customers, providing a reasonable and prudent balance of revenue stability, and complying with the substantive requirements of California Constitution Article XIII D, Section 6 (Prop 218).

As part of the study our project team developed the City's Prop 218 notification and presented the results of the study at several public meetings. The study was successfully completed this spring with full adoption of the recommended rates, fees and charges.

Water, Sewer & Reclaimed Water Financial Services

Orange Water and Sewer Authority, North Carolina

Dates of Service: 2005 – Present

Project Team: Andrew Burnham, Michael Burton, Tracey Moher, Erick van Malssen

Client Contact: Mr. Stephen Winters, Director of Finance, P.O. Box 336, Carborro, NC 25710, (919) 537-4230, swinters@owasa.org

Overview of Services:

We have served as the Orange Water and Sewer Authority's (OWASA) water, sewer, and reclaimed water financial consultants for ten years. Previous OWASA water and sewer financial plans and rates had been set using a Black & Veatch rate and financial planning model. As part of our initial study, we reviewed the model in detail and determined that a more integrated model would better serve them.

OWASA was interested in an integrated model to 1) re-calibrate their financial plan, rates, and system development fees (impact fees), and 2) update the financial plan on an annual basis It is important to note that prior to providing services for OWASA, **we assisted the University of North Carolina (OWASA's largest customer) in positively negotiating a reclaimed water rate structure and service agreement with OWASA**. Since the initial study, OWASA has used our services for their financial planning and ratemaking needs.

During our years of services, we have developed a long-term financial plan, including a fifteen-year revenue forecast with the assessment of several rate scenarios to fund alternative capital improvement programs. We also performed a detailed allocation of costs to support rate design. We updated residential rates to include an inclining block rate structure, while maintaining seasonal rates for non-residential customers. In addition, we implemented an inclining block rate structure for separate irrigation-only meters. We have also evaluated affordability, including using household income data and alternative rate structures to address financial impact concerns to lower income households.

We have evaluated the effectiveness of service availability fees in the financial plan of the utility and performed updates to the level of the fees. Moreover, we developed water use restriction surcharges in response to significant drought conditions as well as high strength wastewater surcharges, including updated cost estimates of the cost to remove biochemical oxygen demand (BOD), suspended solids (SS), phosphorus (P) and ammonia-nitrogen (NH3-N).

Finally, we have conducted financial feasibility analyses in support of debt issuances for inclusion in Bond Feasibility Reports, and most recently, performed a detailed water and wastewater cost of service study.

Water, Sewer, Reclaimed Water, Environmental Services & Stormwater Rate Study

Town of Gilbert, Arizona

Dates of Service: 2013 – 2014

Project Team: Andrew Burnham, Michael Burton, Kyle Stevens, Erick van Malssen

Client Contact: Ms. Cris Parisot, Management and Budget Analyst, 50 E Civic Center Drive, Gilbert, AZ 85296, (480) 503-6869, Cris.Parisot@gilbertaz.gov

Overview of Services:

We recently completed a comprehensive Water, Sewer, Reclaimed Water, Environmental Services (Sanitation), and Stormwater Rate Study (Study) for the Town. For each utility system, we performed a revenue sufficiency analysis, detailed cost of service allocation, and rate structure analysis. We developed several modifications to the Town's existing rate structures, notably including a new inclining block water rate structure.

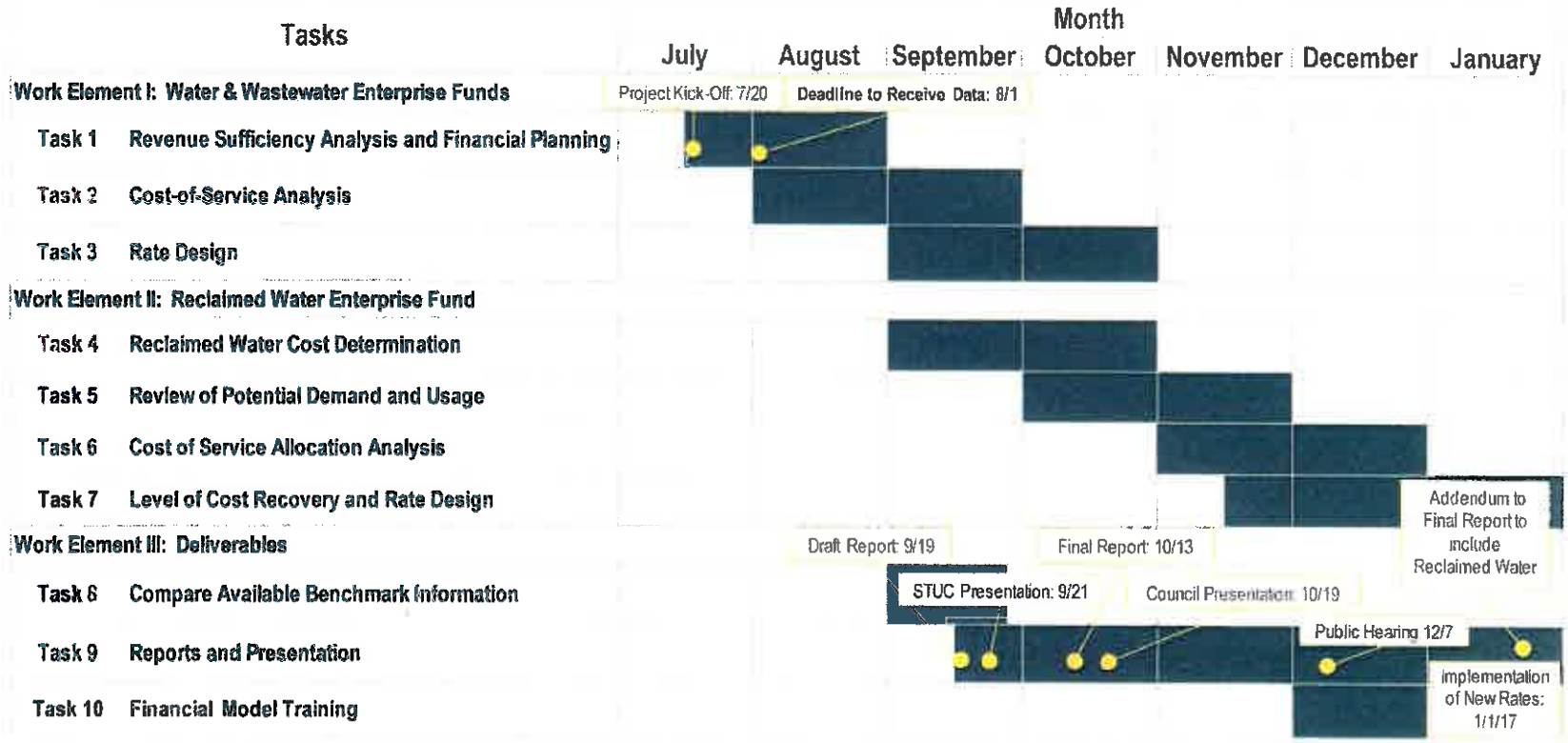
Within the new recommended inclining block rate structure, the first block was set based upon the domestic usage requirements of a typical single family home, with the second tier being equal to the domestic requirements for a larger family. The third tier of the structure was set based upon the amount of irrigation needed for a typical residential property (based upon local property data and watering requirements), while the fourth tier was for all remaining usage. The corresponding pricing structure reflected a uniform rate for the second tier of usage (i.e. total cost divided by total usage), with the first tier being a percentage of the second tier rate for affordability objectives. We then set the fourth tier rate based upon the full cost of additional water supply per thousand gallons, and established the third tier rate equidistant between the second and fourth tier rates.

We also performed a detailed cost allocation as part of the wastewater revenue sufficiency analysis to identify and isolate the operations, maintenance, and capital costs associated with the provision of reclaimed water service, which ultimately resulted in minor changes to the reclaimed water rates.

We are in the process of initiating an update for the Town during which we will assist in the update of the financial models for each of the utilities coincident with the FY 2017 budget development process. As part of an update that will take place next fiscal year, it is anticipated that we will assist the Town in developing a stakeholder education and public outreach program in order to facilitate acceptance and understanding of the recommended rate structure modifications identified in the initial study.

7. SCHEDULE

The schedule below is aligned with the City's desired implementation date of water and sewer rates by January 1, 2017. However, in order to accomplish the scope within the desired timeframe, we will need to receive water and sewer system data in a very short timeframe following the award of the contract. As such, we have included an initial data request list for the Water & Wastewater Enterprise Funds in Appendix B of this proposal to begin the data transfer process such that the data could be available shortly after contract approval. If the data requirements cannot be provided in a timely manner, potential delays to the schedule may occur. Given the timeframe for the water and sewer analysis, our schedule for the reclaimed water analysis, while occurring in parallel with the water and sewer rate analysis, anticipates delivery of a draft report by the end of January. Our project schedule assumes 6 on-site meetings, in addition to periodic online interactive meetings.



8. SIGNATURE

Mr. Andrew Burnham has the authority to contract with the City. He can be reached at 1000 N. Ashley Dr., Suite 513, Tampa, FL 33602, by phone at (904) 631-5109, or via email at andrew.burnham@hawksley.com. Additionally, as fully-owned subsidiary of MWH Americas, Inc. Hawksley Consulting is in good financial standing and can provide financial statements if requested by the City.

This proposal is a firm offer for a period of 90-days from the date this proposal was submitted.

Andrew Burnham
Utilities Financial Solutions Director

APPENDIX A: RESUMES

Resumes for the all proposed project team members, as identified in Section 4 - Personnel, are presented on the following pages:

- ✓ David Hyder
- ✓ Andrew Burnham
- ✓ Mark Hildebrand
- ✓ Tracey Moher
- ✓ Kyle Stevens

DAVID HYDER
PRINCIPAL

Mr. Hyder is a Principal with Hawksley Consulting, applying engineering, environmental and financial expertise to a broad range of projects for clients. Mr. Hyder has 17 years of professional experience, and he specializes in assisting public sector clients with the financial and managerial aspects of environmental infrastructure.

He has served as a project manager for over 100 cost of service and rate studies for water, wastewater, storm water and solid waste utilities, including development of financial plans, cost of service analysis, rate structure design and evaluation, and project reporting.

Mr. Hyder is currently serving on the AWWA Rates and Charges Committee, and is actively involved in an update to AWWA Manual M1 – Principles of Water Rates, Fees and Charges.

SPECIALIZATIONS

- Innovative Rate/Fee Design
- Design of Financial Management and Rate Programs
- Development of Assessment Program Methodologies
- Development of Infrastructure Financing Programs & Cost Recovery Mechanisms
- Development of User Charges
- Impact Fee Studies
- Financial Advisory & Feasibility Services for Assistance in the Issuance of Revenue Bonds
- Rate Regulation Assistance
- Water Resources Planning, incl. Alternative Water Supply
- Rate Case Assistance to Private Utilities

CAREER SUMMARY

Years of Experience: 17

Masters of Business Administration in Finance, 2002. Johns Hopkins University, Baltimore, MD

Bachelor of Science, Civil / Environmental Engineering, 1998, Michigan State University, East Lansing, MI

AREAS OF PRACTICE

- Water Resources
  - *Water & Sewer*
  - *Reclaimed Water*
  - *Stormwater*
- Sanitation
- General Government

QUALIFICATIONS & MEMBERSHIPS

- AWWA Rates and Charges Committee

INDUSTRY PUBLICATIONS

"Basics of Water and Sewer Rates - Workshop" WEF National, September 2012

"Principal of Water Rates, Fees and Charges - AWWA Manual M1" Contributing Author, Sixth Addition

"Declining Revenues and Your Rate Structure" AWWA National, June 2012

"Achieving Utility Rate Sustainability" Virginia GFOA, August 2010

"Setting Rates for Utility Consolidation" Chesapeake Section AWWA Annual Meeting, August 2009

"Rate Setting for Community Systems" WE&T Magazine, June 2009

PROJECT EXPERIENCE

City of Batavia, IL
Dates of Service: 2014
Mr. Hyder served as project manager for a comprehensive water and sewer rate study for the City, including the development of a financial forecasting model, cost of service analysis and water rate structure evaluation. A key component of the study was an evaluation of the City's current rate of reinvestment in the water distribution system and development of a plan to place the City on a realistic reinvestment cycle. The study also included the development of a phased approach to increasing water and sewer rates to reduce customer impacts and to ensure the financial health of the City's Water and Sewer Enterprise Fund.

Village of Downers Grove, IL
Dates of Service: 2010 - 14
Mr. Hyder served as project manager for water rate study and update, including a full utility cost of service and rate study with a specific emphasis on developing an appropriate reinvestment rate for replacement of the water distribution system and methods to fund repair and replacement of the system assets. The study developed alternative rate structures and the appropriate level of reserve funding. The update focused on refining the funding of the system reinvestment, with a move towards bonds due to the increasing costs of purchased water.

Village of South Elgin, IL
Dates of Service: 2014
Mr. Hyder served as the project manager for a comprehensive water and sewer rate study for the Village, including development of a financial plan, cost of service and rate study. The Study also evaluated the two sets of rates and fees maintained by the Village resulting from the acquisition of a private water and sewer system located within the Village. Mr. Hyder was tasks with evaluating all of the separate rates and fees to determine if they were consistent with the actual cost of providing service.

Washington Suburban Sanitation Commission, MD
Dates of Service: 2013 - 2015
Mr. Hyder served as project manager for a comprehensive financial plan and rate study for WSSC. The study included a full utility cost of service and rate study with a specific emphasis on methods for funding system repair and replacement. The study incorporated the recommendations from the Bi-County Infrastructure Funding Working Group report, and the results and recommendations developed were unanimously approved by the Commissioners.

City of Cleveland, OH
Dates of Service: 2009 & 2015
Mr. Hyder served as project manager responsible for completion and oversight of five-year financial plan for Division of Water and Water Pollution Control. The City provides water and sewer service to over 400,000 customers and 25 wholesale customers. The Study included development of fully functionalized cost of service, rate structure evaluation, demand model development and project reporting.

Loudoun Water, VA
Dates of Service: 2008 - 2015
Mr. Hyder served as project manager for multiple comprehensive utility financial plans for this fast growing utility. The studies have included development of revenue requirements, in light of future construction of a water treatment, cost of service analysis, rate structure review and establishment of appropriate reserve balance targets and funding approaches.

City of Fredericksburg, VA
Dates of Service: 2012
Mr. Hyder served as project manager for a comprehensive financial plan and rate study for the City. The study included a full utility cost of service and rate study with a specific emphasis on identification and funding of system repair and replacement needs. Additional key focus areas included evaluation of system availability fees, water and sewer rate structure design and full documentation of customer impacts.

ANDREW BURNHAM
DIRECTOR

Mr. Burnham is a leader in our industry and has provided exemplary professional consulting services to our clients for many years. Andy has extensive experience in utility financial planning, cost allocation, and rate development, during which he has been recognized as an industry expert as part of utility rate-related regulatory proceedings in multiple states and territories. He has personally conducted and/or managed over 500 similar studies for local governments, and has supported our clients in the issuance of over $500 million of municipal bonds for capital improvement funding just since 2011.

Mr. Burnham is currently serving on the AWWA Rates and Charges Committee, and is actively involved in an update to AWWA Manual M1 – Principles of Water Rates, Fees and Charges.

SPECIALIZATIONS

- Long-Term Financial Plan Development
- Cost of Service and Cost Allocation Analysis
- Rate Structure Design & Rate Studies
- Development of Impact Fees
- Development of Specific Service Charges
- Development of Capital Finance Plans
- Bond Feasibility Reports and State Loan Applications
- Analysis of the Acquisition and/or Sale of Utility Systems
- Expert Witness Testimony Services
- Stakeholder Communication/Education Programs
- Assistance with the Preparation of Ordinances, Inter-local Agreements, and Regulatory Applications

CAREER SUMMARY

Years of Experience: 16

Bachelors of Business Administration, 2000, Lake Superior State University, Sault Ste. Marie, MI

AREAS OF PRACTICE

- Water Resources
  - *Water & Sewer*
  - *Reclaimed Water*
  - *Stormwater*
- Sanitation
- General Government
  - Police & Fire EMS
  - Parks & Recreation
  - Library
  - Roads

QUALIFICATIONS & MEMBERSHIPS

- AWWA Rates and Charges Committee

INDUSTRY PUBLICATIONS

Florida Governmental Finance Officers Association School of Government – Long-Term Financial Modeling and Sustainability Analysis (Co-Author, Sarasota, FL)

WEFTEC – Funding Reuse as it Emerges from an Effluent Disposal Alternative to Water Resource (Co-Authored, Orlando, FL

Texas Water Conservation Association Annual Meeting - Features of Successful Inclining Block Water Conservation Rate Structures (Austin, TX)

PROJECT EXPERIENCE

Town of Front Royal, VA
Dates of Services: 2009 – Present
Mr. Burnham served as Project Manager for a water and sewer comprehensive cost of service and rate study and subsequent updates to the initial study. He used our FAMS-XL model to develop a ten-year financial management plan and plan of annual rate adjustments that were necessary to meet all of the utility's financial obligations in each year of the projection period. Mr. Burnham developed three alternative conservation rate structures for consideration that would recover the identified cost of service from the financial management plan and prepared customer impact analyses for each alternative.

Town of Cary, NC
Dates of Services: 2014 – Present
Mr. Burnham is currently serving as the Project Manager for a Bond Feasibility Study for the Town which includes the development of a Financial Model. During the Study, Mr. Burnham has managed the development of a multi-year financial forecast using our FAMS-XL model. He developed a capital financing plan that included alternative financing options for capital projects in order to minimize the rate impacts on existing rate payers as well as to comply with existing bond covenants. He has worked closely with Town Staff to prepare a bond feasibility report consistent with prior feasibility reports.

Brunswick-Glynn County Joint Water & Sewer Commission, GA
Dates of Services: 2008 – Present
Mr. Burnham has 1) developed annual ten-year financial management plans for the water and sewer systems within the JWSC's two districts (i.e. City of Brunswick and Glynn County), 2) prepared loan and bond feasibility reports, 3) calculated updated water and sewer capital tap fees (impact fees) for each district, 4) calculated public and private fire protection charges, 5) developed a uniform conservation rate structure for its two service districts, and 6) prepared a detailed rate manual for use by the JWSC that explains the purpose, intent, and structure of all its rates, fees, and charges.

City of Venice, FL
Dates of Services: 2012 – Present
Mr. Burnham has served as project manager for the City since 2012. He managed a comprehensive water and sewer rate study during which he utilized our FAMS-XL model to evaluate the adequacy of the revenue provided by the Utility's current rates and charges, and he also reviewed the Utility's current rate structure and developed modifications based upon legal precedent, conformance to accepted industry practice, an equitable distribution of costs, promoting resource conservation, and customer impact objectives. Mr. Burnham led a series of interactive work sessions with a Stakeholder Work Group, comprised of representatives from the community, which unanimously endorsed our recommendations, and were approved by the City Council.

City of Chesapeake, VA
Dates of Services: 2010 – Present
Mr. Burnham served as the Project Manager for all work completed during a comprehensive cost of service and rate study for the City's water and wastewater utility. During the Study, Mr. Burnham oversaw our project team in the development of a ten-year financial management plan and plan of annual rate adjustments. Mr. Burnham recently oversaw an update to the original study, which included an updated financial plan and analysis of the financial impacts of a wastewater collection system regionalization initiative.

Pinellas County, FL
Dates of Services: 2005 – Present
Mr. Burnham has served as the Project Manager for the County for nearly ten years. His experience includes a comprehensive Water, Wastewater and Solid Waste Rate Study and several annual updates. During these studies, Mr. Burnham has used our FAMS-XL model to develop ten year financial plans for each of the separate water, sewer and solid waste enterprise funds. He has also conducted a benchmarking analysis of selected cost categories, assisted County staff in evaluating the underlying cost of operations and conducted detailed cost allocation and overhead studies for the Utilities Department in support of the budget development process.

MARK HILDEBRAND

PRINCIPAL

Mark is a Principal Consultant with Hawksley in its Bay Area office. Mr. Hildebrand is a finance and utility management consultant who bridges the disciplines of financial analysis and organizational effectiveness.

He has performed dozens of water, wastewater, and recycled water rate studies; and specifically has been involved in over a half dozen water budget rate studies. Mr. Hildebrand is an expert in Proposition 218 and California's legal requirements regarding utility rate-setting. He has been published by the AWWA Journal for articles addressing the challenges of conservation pricing in California.

AREAS OF PRACTICE

- Water Resources
  - *Water & Sewer*
  - *Reclaimed Water*
  - *Stormwater*

SPECIALIZATIONS

- Utility Ratemaking
- Financial Planning
- Cost-of-Service Studies
- Rate Design
- Change Management
- Strategic Business Planning
- Organizational Effectiveness
- Alternative Capital Project Delivery

CAREER SUMMARY

Years of Experience: 15

MESM, University of California Santa Barbara

BS, University of California Berkeley

QUALIFICATIONS & MEMBERSHIPS

- AWWA Rates and Charges Committee
- Change Management Certification

INDUSTRY PUBLICATIONS & PRESENTATIONS

Conservation Rates Made Legal: Water Budgets and California Law – Journal of the American Water Works Association, Vol. 101, No. 4, April 2009 (Lead Author)

Water Rates, Fees, and the Legal Environment American Water Works Association, 2nd Edition, 2010. ISBN 978-1-58321-796-2 (Contributing Editor).

Affording Conservation Revenue Challenges Facing Utilities – Proceedings, International City Management Association, October 2010 (Co-Presenter)

California Finance Law: Water Budgets and California Law – Proceedings, Utility Management Conference, February 2009 (Presenter)

Defining Latest Trends in Conservation Rate Design: Creating a Nexus Between Cost of Service Principles and Rate Structure – Utility Management Conference, February 2009 (Co-Presenter)

PROJECT EXPERIENCE

Moulton Niguel Water District, CA: Water/Sewer Rate Study

Project Manager in delivering a comprehensive water, sewer and recycled water financial plan, cost-of-service analysis, and rate design project. Work included conforming large volumes of billing data for water budget-based rates, developing financial models, revenue sufficiency evaluation, debt and bond issuance evaluation (financial strategy), long term financial forecasting, drought rate policies, and staff training in model. All work was done within the constructs of Prop 218 and results were vetted with a financial advisory panel.

Coachella Valley Water District, CA: Rate Study

Currently Project Manager for a domestic water, sewer, recycled water, canal (irrigation) water, and replenishment program rate study. The scope of work includes a 10-year financial plan, cost-of-service analysis, and water budget rate design. Analysis specifically targets the District's debt strategy, a drought surcharge policy, and restructuring historical irrigation water rates. All work are respecting the requirements of Prop 218.

City of Corona, CA: Water Budget Rates

Gave interactive seminar regarding water budget-based rate structures to the City of Corona. Topics included an introduction to water budget rate structure, how to develop such rates, rate design options, variance program development, the legal implications of conservation rates, equity concerns, data needs, and some implementation details.

Indio Water Authority, CA: Water Budget Rate Study

Project Manager in delivering a complete water budget rate design study. Work included conducting a feasibility analysis, conforming large volumes of billing data, developing a Water Budget model, assistance in development of a variance program, and public outreach.

City of San Jose, CA: Wastewater Treatment Plant Program Management

Working with San Jose to deliver a $1B in capital improvement program. Mr. Hildebrand's roles include developing work processes for program decision-making, the standardizing the business case evaluation of project decisions through a transparent triple-bottom line evaluation process, and assisting with the procurement of capital projects through alternative project delivery.

San Francisco Public Utilities Commission, CA: Wastewater Enterprise Strategic Planning/Leadership Development

Project Manager and lead consultant to provide organizational effectiveness services centered on the Division's strategic business plan, change management and leadership development. Scope included an update to the existing strategic business plan and adoption support for the revised plan at all levels in the organization.

City of San Diego, CA: Water Budget Based Rates

Project Manager to develop a budget-based rate structure for the City's irrigation customers based on a model that was tailored to account for historical water use, historical weather, and projected elasticity of demand behaviors.

Portland Water Bureau, OR: Water Rate Approval Best Practices

Mr. Hildebrand was project manager for this project which included a North American telephone survey of water, wastewater and stormwater utilities to identify best practices for the development and approval of annual operational budgets and rate adjustments. The ensuing report, designed to be used as a metric against the Portland Water Bureau's current practices, identified best practices and recommendations with respect to public involvement, transparency, and documentation. The report also addressed issues such as the appropriate span of control for staff and elected officials (as individuals and as a group).

Reno, NV: Sewer/Stormwater Enterprise Finance Consulting

Services included a cost of service and rate study, including a revenue sufficiency evaluation, cost-of-service analysis, connection fee evaluation, rate design assistance, debt and bond issuance evaluation, long term financial forecasting and training in (Malcolm Pirnie's proprietary) eForecast model. Also wrote feasibility paper for the implementation of a stormwater utility within the City of Reno. The effort has included research on similar programs within local and regional utilities, review of applicable Nevada and City laws, assessment of existing funding, and anticipation of potential hurdles for implementation.

TRACEY MOHER
MANAGING CONSULTANT

Ms. Moher is a Managing Consultant with Hawksley Consulting, and has eight years of industry experience. She has developed several types of financial models has also gained strong financial, business and analytical skills that she applies to support the services provided by Hawksley Consulting.

She has worked in multiple states for clients ranging in size from 200 to 500,000 accounts. Prior to her management consulting career, she worked for a financial consulting firm in the Baltimore area.

SPECIALIZATIONS

- Long-Term Financial Plan Development
- Cost of Service, Cost Allocation & Rate Studies
- Development of Specific Service Charges
- Development of Capital Finance Plans
- Bond Feasibility Reports & State Loan Applications
- System & Property Valuation and Analysis
- Operations and Performance Reviews, Strategic Planning, Financial Feasibility Analyses, and Annexation Analyses
- Analysis of the Acquisition and Sale of Utility Systems
- Customer, Demand, and Revenue Forecasts
- Stakeholder Outreach/Educations Programs

CAREER SUMMARY

Years of Experience: 8

Bachelor of Science in Business Administration (Accounting), 2006, University of Pittsburgh, Pittsburgh, PA

AREAS OF PRACTICE

- Water Resources
  - *Stormwater*
  - *Water & Sewer*
  - *Reclaimed Water*
- General Government
  - *Fire Rescue Service*

SELECT CLIENTS

- Henrico County, VA
- Harpeth Valley Utility District, TN
- Urbana-Champaign Sanitary District, IL
- City of Portsmouth, NH
- City of Geneva, IL
- Anne Arundel County, MD
- City of Cleveland, OH

PROJECT EXPERIENCE

Village of Downers Grove, IL

Dates of Service: 2010-2014

Tracey served as the senior analyst in the completion of a stormwater utility feasibility and implementation study for the Village. The study included development of stormwater operating and capital budget, stormwater fee design (including tiered structure based on impervious area), communications plan, staffing plan, implementation plan, incentive and credit manual and stormwater ordinance. She also served as the senior analyst for a water rate study for the Village. She completed a cost-of-service and rate study for the Village's water system. The primary goals for the study included determination of the cost of providing water service, including funding repair and replacement of the aging water system, developing appropriate reserves and development of alternative rate structures. The Village faces continued increases for water purchases from the Dupage Water Commission which supplies all of the Village's water. All recommendations were adopted by the Village Board.

Village of Winnetka, IL

Dates of Service: 2014

Tracey served as the senior analyst in a stormwater utility feasibility study for the Village. The study included development of level of service, stormwater fee structure, impervious area analysis, administration, implementation plan, credit manual, public outreach and draft ordinance development.

City of Portsmouth, NH

Dates of Service: 2012-2016

Lead consultant for Portsmouth, NH study including a comprehensive water and wastewater cost of service analysis and rate study that modeled different financing scenarios associated with the City and WWTP upgrades. The on-going consulting support has also included policy issue analysis within the City associated with irrigation and life-line tiered rates as wells as fire protection charges and multi-family billing/metering.

City of Olathe, KS

Dates of Service: 2009-2015

Senior analyst for rate study update for the City of Olathe, KS to update the comprehensive water and wastewater cost of service analysis and rate study for this large and growing community located southwest of Kansas City, Missouri. The sanitary sewer system provides treatment for approximately two thirds of the City's population. The water system includes two treatment plants, the associated distribution system and raw water collection wells. The study encompasses a complete cost of service analysis with an emphasis on appropriate planning and funding of rehabilitation and replacement of the City's water and sewer infrastructure.

Anne Arundel County, MD

Dates of Service: 2012-2013

Tracey served as the Senior Analyst in the development and implementation of county-wide stormwater utility. The study included development of a stormwater fee structure, financial models, credit and incentive manual and public outreach. She also served as the Senior Analyst for a comprehensive cost of service and rate study for Anne Arundel County serving over 100,000 customers. The included a long-term build-out projection to determine the financial sustainability of the system given the projection for growth, required capital investments and set of capital fees.

Town of Centreville, MD

Dates of Service: 2013

Senior analyst in the completion of stormwater utility implementation study for the Town. The study included development of a business plan for the utility including appropriate funding levels, fee structure, credit program and manual, billing, public outreach and development of a stormwater ordinance.

KYLE STEVENS
CONSULTANT

Kyle has three years of experience in populating and customizing the long-term financial planning, cost allocation, rate design, impact fee, and miscellaneous service fee modules of our financial modeling system. He has superior financial, business and analytical skills and has provided our clients with exemplary financial analysis based on application of sound financial and economic concepts.

Kyle has strong Excel modeling skills and has experience working with large data sets and financial models, including our interactive model and specific user charge and assessment modules. Kyle has a high level of proficiency within our modeling system, and he has been very involved in recent engagements requiring substantial model customization and in providing ongoing support services to our clients using our financial forecasting module.

SPECIALIZATIONS

- Long-Term Financial Plan Development
- Cost of Service, Cost Allocation & Rate Studies
- Development of Impact Fees
- Development of Capital Finance Plans
- Bond Feasibility Reports & State Loan Applications
- System & Property Valuation and Analysis
- Operations and Performance Reviews, Strategic Planning, Financial Feasibility Analyses, and Annexation Analyses
- Stakeholder Outreach/Educations Programs
- Customer, Demand, and Revenue Forecasts

CAREER SUMMARY

Years of Experience: 3

Masters of Applied Economics, 2010, Florida State University, Tallahassee, Florida

Bachelors in Economics, 2008, Florida State University, Tallahassee, Florida

AREAS OF PRACTICE

- Water Resources
  - *Stormwater*
  - *Water & Wastewater*
  - *Reclaimed Water*
- Sanitation
- Parking
- Airports
- General Government
  - *Building*
  - *General Funds*

SELECT CLIENTS

- City of Fort Lauderdale, FL
- Town of Gilbert, AZ
- City of Lake Worth, FL
- Henrico County, VA
- Galveston, TX
- City of Tarpon Springs, FL
- James City Service Authority, VA

PROJECT EXPERIENCE

City of Carson City, MI

Dates of Service: 2015 – Present

Kyle is serving as the Project Consultant for a Stormwater Funding and Rate Structure Analysis for the City. We are working as a sub-consultant to an engineering firm who is evaluating the asset management plan of the stormwater utility system. Kyle is developing multi-year financial forecast of the stormwater utility (currently funded out of the general fund) in order to identify existing funding sources and current cost requirements. He will then incorporate the results of the asset management plan of the system to determine the final impacts to the general fund at varying levels of implementation.

City of Lake Worth, FL

Dates of Service: 2014 – Present

Kyle is serving as the Project Consultant for a multi-fund financial sustainability analysis, during which we are individually modeling several major funds of the city, including electric, water, local sewer, regional sewer, stormwater, and sanitation, in addition to the City's General Fund. Through this process, we will be able to analyze the interconnectivity of all the funds within the City and develop a long-term sustainability plan for the future financial health of the City.

City of Fort Lauderdale, FL

Dates of Service: 2013 - Present

Kyle has served as the Project Consultant for a long-term financial modeling and sustainability analysis for the City in which he developed a common financial forecasting modeling platform that could be used for real-time evaluation and understanding for its key services, including its General Fund and seven separate major funds (Water/Sewer, Regional Wastewater, Stormwater, Sanitation, Airport, Parking, and Building funds). He customized individual models for each fund, and linked each model together to evaluate and understand a variety of decision alternatives and their current and future consequences to each fund. As part of the City's annual budget process, we perform simultaneous updates to all the models.

City of Columbia, MO

Dates of Service: 2013 - Present

Kyle served as a Project Consultant on a recent update to a comprehensive stormwater and sewer cost of service rate studies for the City. He updated a revenue sufficiency analysis in order to develop a multi-year plan of rate revenue increases to satisfy the annual operating, debt service, and capital requirements of each utility as well as maintain adequate operating reserves. He then reviewed the rate structure (including evaluation of rates for wholesale users), and developed recommended modifications to ensure that the rates conformed to accepted industry practice and reflect a fair and equitable distribution of system costs.

Town of Gilbert, AZ

Dates of Service: 2013 - Present

Kyle has served as the Project Consultant for all work for the Town, which includes revenue sufficiency analysis, detailed cost of service allocation, and rate structure analysis for the Water, Sewer, Reclaimed Water, Environmental Services and Stormwater Funds. Kyle was responsible for developing separate multi-year financial models for each fund, and also developed several modifications to the Town's existing rate structures, notably including a new inclining block water rate structure.

City of Tempe, AZ

Dates of Service: 2015 - Present

Kyle has served as the Project Consultant for the City for a water and sewer rate study. Using our financial model, he developed several alternative multi-year financial management plans and corresponding water and sewer rate revenue adjustment plans which we reviewed in interactive work sessions with City staff. He also completed a detailed cost of service allocations analysis where we reviewed test year revenue requirements, assessed billing determinants, allocated revenue requirements to functional categories, and identified customer class responsibilities for the costs of each category based upon the appropriate characteristics of each class.

APPENDIX B: DATA REQUEST LIST

Water and Sewer Enterprise Funds

Section A: Financial Data (FYE = Fiscal Year Ending)

1. Preliminary/draft Statement of Net Position and CAFR for FYE 2015 (i.e. as of 9/30/15)
2. Un-audited trial balance for FYE 2015 showing detailed distribution of various accounts
3. Actual vs. Budget (in line item detail by division/department) for revenue and expenses. We would like to obtain budget information at the most detailed level available
    a. FY 11 – FY 15
    b. FY 16 (budget and YTD)
    c. FY 17 (proposed budget only, if available)
4. Current 5 and/or 10-year CIP Budget, including project descriptions, funding sources, O&M impacts, % expansion, and identification of any prior year appropriations
5. Copy of all wholesale and/or inter-local service agreements, including any billing summaries with monthly historical volumes and charges from FY 11 – FY 15
6. Current rate resolutions/ordinances that includes all water and sewer fees/charges
7. Debt Information:
    a. Current schedules of annual debt service for each outstanding debt, including any revenue bonds, USDA loans, capital leases, bank loans, etc.
    b. Copy of official statements for any revenue bonds and agreements (including amendments) for all other loans/leases
8. Current forecast of new developments by type and size from planning or other dept.
9. FYE 2016 organizational chart, including number of FTE's by position in each division

Section B: Billing Data

1. # of active customers by meter size for water and sewer as of September 30 for 2011 - 2015
2. 5-year history (FY 11 –15) of gallons billed and treated for water and sewer by month, plus year-to-date data for FY 16
3. Detailed consumption data for FY 2015 in electronic format. Data should include:

    Fields for Account information:
    a) Unique account number or I.D.
    b) Geographic/service area code (inside v. outside City)
    c) User/Class code (i.e. Single-Family, Multi-Family, Commercial, Wholesale, etc.)
    d) Meter Information: Number of meters, Size of each meter. Services to each meter (i.e. Water, Sewer, Irrigation, Fire Protection, etc.)
    e) Number of dwelling units (if available in billing system)

    Fields for Monthly Bills:
    a) Unique account number or I.D.
    b) Year & Month of issue
    c) Volume/Consumption billed for each meter
    d) Monthly charges for services provided on each meter separated by charge type
4. Documentation identifying all geographic/service area, user/class, rate, and meter size codes to understand values in these fields contained in item #3.

Hawksley Consulting is dedicated to bringing innovative and impactful solutions to its clients

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COST PROPOSAL

Based upon our understanding of the scope of services requested by Norco, **we propose to complete the requested scope of services for a total not-to-exceed fee of $79,000, inclusive of all expenses**. Any additional services requested by the City will be completed at the hourly rates noted in Section 3 below.

1. Labor Allocation

The summary table below demonstrates the labor allocation by task required to complete the requested scope of services, inclusive of all tasks we recommend completing.

Task		Hours
Work Element I: Water & Wastewater Enterprise Funds		
Task 1	Revenue Sufficiency Analysis and Financial Planning	86
Task 2	Cost-of-Service Analysis	39
Task 3	Rate Design	57
Work Element II: Reclaimed Water Enterprise Fund		
Task 4	Reclaimed Water Cost Determination	17
Task 5	Review of Potential Demand and Usage	20
Task 6	Cost of Service Allocation Analysis	10
Task 7	Level of Cost Recovery and Rate Design	42
Work Element III: Deliverables		
Task 8	Compare Available Benchmark Information	13
Task 9	Reports and Presentation	76
Task 10	Financial Model Training	18
Total Estimated Hours		**378**

2. Expenses

Our cost proposal is inclusive of all out of pocket expenses including, airfare, hotels and administrative costs such as printed materials and overhead costs.

3. Hourly Rate Schedule

The table below represent the hourly rates for each member of our proposed project team.

Hourly Rates	
Technical Advisor	$275
Project Manager	$250
QA/QC Advisor	$225
Project Consultant	$145

4. Cost Proposal

The following pages represents the detailed work plan and cost proposal to complete the Water, Wastewater & Reclaimed Water Rate Analysis. Please note that all expenses are included herein. Any additional presentations desired by the City would be charged at $2,880 per presentation (inclusive of any expenses), and any additional model training sessions would be charged at $2,780 per half-day session (inclusive of any expenses).

EXHIBIT "B"

City of Norco

Rate Analysis of Water, Wastewater & Reclaimed Water Enterprises

Project Work Plan and Estimated Hours Schedule

	Project Tasks	Estimated Labor-Hours				Total Project
		Technical Advisor	Project Manager	QA/QC Advisor	Project Consultant	
	Rates →	$275	$250	$225	$145	
Work Element I:	Water & Wastewater Enterprise Funds					
Task 1	**Revenue Sufficiency Analysis and Financial Planning**					
1.1	Prepare initial data request list and detailed critical path schedule.	1	1	2	4	8
1.2	Conduct kickoff conference call with City Staff for data collection and to finalize understanding of study objectives, approach, timeline, etc.	1	1	2	2	6
1.3	Compile and review historical, current, and projected financial, and other system data as provided by staff.	1	1	1	2	5
1.4	Perform a detailed review and analysis of historical billed volume and customer data to observe trends in demands, usage patterns and customer growth in order to develop projections of customers and usage for all customer classes.	0	0	1	6	7
1.5	Evaluate budget versus actual performance (O&M and capital) to determine proper funding levels to include in rate revenue requirements as well as trends in annual expenses to inform future cost escalation factors/assumptions.	0	1	1	4	6
1.6	Input current financial and billing data into our financial planning module, run the model, and produce preliminary output, including a five and ten year financial management program that will include the following:	0	1	2	16	19
	→ Capital Improvements Program					
	- Project listing by year					
	- Evaluation of existing and alternative capital improvement programs and funding requirements					
	→ Financial Policy Review, including reserve levels (operating, capital, and rate stabilization), capital reinvestment, etc.					
	→ Borrowing Program					
	- Identify any borrowing required and/or appropriate to fund certain CIP projects, to include but not necessarily be limited to, revenue bonds and					
	- Timing of bond issue(s)/loan(s) to provide required borrowed funds					
	→ Revenue Sufficiency Analysis					
	- Annual revenue and operations & maintenance expense projections					
	- Projections of other revenue requirements such as R&R, minor capital, transfers, debt service/loan payments, replenishment of reserves, etc.					
	- Evaluation of adequacy of revenue provided by existing rates to meet current and projected system requirements					
	- Alternative plans of annual percentage rate adjustments to provide sufficient revenues over a multi-year projection period.					
1.7	Make adjustments to the module as required to calibrate to the utility's specific financial dynamics.	0	1	1	2	4
1.8	Review results with consulting team, make adjustments, and create alternatives scenarios of rate adjustments and CIP spending.	0	1	2	4	7
1.9	Meet with City staff in an interactive work session to review preliminary results [On-Site Meeting #1].	0	2	0	4	6
1.10	Make adjustments as required based upon input from City staff, and prepare workbook of assumptions and preliminary results.	1	1	1	4	7
1.11	Meet with City staff in a second interactive work session to review revised results [On-Site Meeting #2].	0	2	0	4	6
1.12	Make adjustments as required based upon input from City staff and prepare revised workbook of assumptions and preliminary results.	0	0	1	4	5
Task 2	**Cost-of-Service Analysis**					
2.1	Identify all test year costs/revenue requirements associated with the provision of water and sewer service.	0	2	2	6	10
2.2	Review billing data and existing customer classes to determine recommended customer classes for cost allocation and rate design.	0	2	2	8	12
2.3	Allocate costs/revenue requirements to functional cost components and then to customer classes based upon appropriate allocation criteria and usage characteristics. Identify any potential customer rate subsidization that may exist as well as impact of peak demands on cost of service.	1	2	1	6	10
2.4	Identify potential changes to rate classes, including adding or combining existing rate classes.	0	1	0	2	3
2.5	Meet with City staff in an interactive work session to review preliminary results [On-Site Meeting #2].			*-- included in Task 1.11 --*		
2.6	Perform adjustments, finalize module/resulting allocations based upon input from City staff.	0	1	1	2	4

City of Norco

Rate Analysis of Water, Wastewater & Reclaimed Water Enterprises

Project Work Plan and Estimated Hours Schedule

	Project Tasks	Estimated Labor-Hours				Total Project
		Technical Advisor	Project Manager	QA/QC Advisor	Project Consultant	
	Rates →	$275	$250	$225	$145	
Task 3	Rate Design					
3.1	Review existing rates and rate structure methodologies including the cost distribution to various rate categories, including all retail and wholesale rates.	1	2	0	4	7
3.2	Conduct a diagnostic analysis of the current utility rate structures (for all classes, including residential, commercial and irrigation) to identify strengths and weaknesses in terms of but not limited to the following criteria:	1	2	0	4	7
	a. Compliance with legal precedent and generally accepted industry practice (national and local).					
	b. Fair and equitable distribution of costs to customers in proportion to the benefit received and/or demand placed on the system.					
	c. Consistency with community policies and management objectives regarding such things as affordability, conservation, etc.					
	d. Fiscal stability/risk of the utility.					
	e. Ease of administration and understanding to City staff and customers.					
3.3	Develop User Fees:					
	a. Load billing history data into our rate module and create a bill frequency analysis.	0	1	2	6	9
	b. Conduct a revenue test to ensure accuracy of billing data.	0	0	0	2	2
	c. Set up the rate model in conformance with the rate design evaluation in Task 4.2 and the cost allocation results of Task 3.	0	0	1	3	4
	d. Run the model and prepare rate structures that reflect the following considerations:	1	1	1	4	7
	- Recovery of current and future costs of service in accordance with established and anticipated legal standards and regulations					
	- Project demands of the customer base of the City					
	- Age and condition of the City's systems					
	- Funding requirements for all current long-term liabilities and debt requirements					
	- Consistency with industry practice for utility rate making in the region					
	e. Prepare a customer impact analysis to compare the recommended water and sewer rates for each class of customer and compare those rates to the existing rates.	0	1	1	4	6
	f. Review results with consulting team and adjust as required.	1	1	2	4	8
	g. Meet with City staff in an interactive work session to review preliminary results [OnSite Meeting #2].	*-- included in Task 1.11 --*				
	h. Perform adjustments, finalize module/resulting rate design adjustments based upon input from City staff.	0	1	2	4	7
Work Element II: Reclaimed Water Enterprise Fund						
Task 4	Reclaimed Water Cost Determination					
4.1	Identify all costs associated with producing and delivering reclaimed water to include, but not necessarily be limited to the following:	2	2	2	6	12
	o Treatment costs					
	o Pumping and					
	o Transmission costs					
	o Other costs as identified during the Study					
4.2	Allocate all identified costs to those costs associated with providing reclaimed service to potential reclaimed customers.	1	1	1	2	5
Task 5	Review of Potential Demand and Usage					
5.1	Estimate potential bulk customer usage based on current non-potable usage and system demands	1	2	1	6	10
5.2	Estimate retail customer based on system demands and discussions with City Staff	1	2	1	6	10
Task 6	Cost of Service Allocation Analysis					
6.1	Allocate costs requirements to functional cost components for reclaimed water and then to customer classes based upon appropriate allocation criteria and usage characteristics.	0	2	1	4	7
6.2	Review the cost allocation spreadsheet with City staff and adjust as appropriate	0	1	0	2	3

City of Norco

Rate Analysis of Water, Wastewater & Reclaimed Water Enterprises

Project Work Plan and Estimated Hours Schedule

	Project Tasks	Estimated Labor-Hours				Total Project
		Technical Advisor	Project Manager	QA/QC Advisor	Project Consultant	
	Rates →	$275	$250	$225	$145	
Task 7	Level of Cost Recovery and Rate Design					
7.1	Identify alternative rate structures for the provision of reclaimed water service to include, but not necessarily be limited to the following rate components:	2	2	2	6	12
	o Reserved capacity fee.					
	o Fixed monthly service charge or minimum usage					
	o Usage rate per 1,000 gallons.					
	o Other as identified during the Study.					
7.2	Develop reclaimed water rates under the selected rate structure:					
	a. Adjust our interactive rate model to calculate the reclaimed water rates for potential classes of customers as defined in this Study.	0	1	0	4	5
	b. Load all cost, demand and projected usage data into the reclaimed rate model.	0	1	0	4	5
	c. Review results with consulting team and adjust analysis as required.	0	2	0	6	8
	d. Conduct an interactive work session with City staff to review the preliminary results. [On-Site Meeting #3]	0	2	0	4	6
	e. Make adjustments based upon input from City staff during the interactive work session.	0	2	0	4	6
Work Element III: Deliverables						
Task 8	Compare Available Benchmark Information					
8.1	Prepare a benchmarking analysis of cost and reliability data and statistics with available and appropriate benchmarking information for similar utilities, as	0	0	0	6	6
8.2	Compare current water, sewer and reclaimed water system costs (operations, capital improvements, bonded debt, etc) with appropriate industry standards	1	2	1	3	7
8.3	Meet with City staff to review and discuss the results [On-Site Meeting #3].	-- included in Task 7.2d --				
Task 9	Reports and Presentation					
9.1	Prepare draft report of the results of the study, and provide to City staff for review and comment	2	4	4	12	22
9.2	Adjust analysis and prepare final recommendations	0	1	0	0	1
9.3	Prepare presentation of the results of the study	1	2	0	0	3
9.4	Review presentation with City staff and make adjustments as needed	0	1	1	1	3
9.5	Attend public workshop with Streets, Trails and Utilities Committee	0	4	4	0	8
9.6	Attend public workshop with City Council	0	4	4	0	8
9.7	Develop Proposition 218 notification	0	2	2	4	8
9.8	Attend final public hearing to adopt rates	0	4	4	0	8
9.9	Prepare an addendum to the final report to reflect the results of the reclaimed water study	1	4	2	8	15
Task 10	Financial Model Training					
10.1	Develop user manuals and schedule for onsite training of financial models	1	2	1	6	10
10.2	Conduct onsite model training with City Staff	0	0	4	4	8
TOTAL ESTIMATED LABOR-HOURS		22	79	64	213	378
TOTAL ESTIMATED FEE		$6,050	$19,750	$14,400	$30,885	$71,085
ESTIMATED EXPENSES						$7,915
TOTAL NOT-TO-EXCEED FEE						$79,000

CITY OF NORCO

PROFESSIONAL CONSULTANT SERVICES

WATER, SEWER, AND RECYCLED WATER RATE STUDY

FISCAL YEAR 2016-2017

1. Parties and Date.

This Agreement is made and entered into this **20th 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 **Hawksley Consulting.**, a corporation with its principal place of business at 16701 Melford Blvd., Suite 400, Bowie, MD 20715 (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 professional consultant services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing GIS 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 preparation of Water, Sewer, and Recycled Water Rated Study ("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 professional consultant services 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 and cannot be exceeded without written approval of the City.

3.1.2 Term. The terms of this Agreement shall be from July 20, 2016 to June 30, 2017, 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 David Hyder – Principal, 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. 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 $79,000 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:

Hawksley Consulting
16701 Melford Blvd
Bowie, MD 20715
Attention: David Hyder – Principal

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:

_____
Kevin Bash, Mayor

ATTEST:

_____
Cheryl L. Link, CMC, City Clerk

APPROVED AS TO FORM:

_____
John R. Harper, City Attorney

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 20, 2016
SUBJECT:	**Ordinance No. 1002, Second Reading.**
RECOMMENDATION:	Adopt **Ordinance No. 1002** for second reading.

SUMMARY: The first reading of Ordinance No. 1002 was held on July 6, 2016 and adopted by the City Council with a 5-0 vote. Ordinance No. 1002 approves Zone Code Amendment 2016-01, which amends the text of Chapter 18.29 of the Norco Municipal Code entitled "Commercial General (C-G) Zone" adding car washes as a permitted ancillary use to a fuel station.

Attachment: Ordinance No. 1002

Agenda Item: 5.A.

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 ATTACHED 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 attached 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 attached 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 attached 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	8
8. Attached 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.	

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
PREPARED BY:	Cheryl L. Link, City Clerk
DATE:	July 20, 2016
SUBJECT:	**Ordinance No. 1003, Second Reading.**
RECOMMENDATION:	Adopt **Ordinance No. 1003** for second reading.

SUMMARY: The first reading of Ordinance No. 1003 was held on July 6, 2016 and adopted by the City Council with a 5-0 vote. Ordinance No. 1003 approves Zone Code Amendment 2016-03, which amends the text of Chapter 18.38 of the Norco Municipal Code entitled "General Provision, Off-Street Parking and Loading" revising the required parking for hotels and motels.

Attachment: Ordinance No. 1003

Agenda Item: 5.B.

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 guest room.

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
PREPARED BY:	Cheryl L. Link, City Clerk
DATE:	July 20, 2016
SUBJECT:	**Ordinance No. 1004, Second Reading.**
RECOMMENDATION:	Adopt **Ordinance No. 1004** for second reading.

SUMMARY: The first reading of Ordinance No. 1004 was held on July 6, 2016 and adopted by the City Council with a 5-0 vote. Ordinance No. 1004 approves Code Change 2016-02, which amends Chapter 2.44 of the Norco Municipal Code entitled "General Municipal Elections" by changing the Norco General Election date to even numbered years effective November, 2018.

Attachment: Ordinance No. 1004

Agenda Item: 5.C.

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 2016-02

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
PREPARED BY:	Cheryl L. Link, City Clerk
DATE:	July 20, 2016
SUBJECT:	Establishing the Norco Youth Advisory Council
RECOMMENDATION:	Adopt **Resolution No. 2016-52**, approving the creation of the Norco Youth Advisory Council.

SUMMARY: City Council recognizes youth to be a valuable resource when given the opportunity to plan and implement projects to meet real community needs, and recognizes youth are capable of making a difference in the community. At the March 2, 2016 City Council meeting, Council Member Grundmeyer, with consensus of the City Council, requested that staff research the options for the creation of a program that would increase the level of civic engagement of youth in the community.

BACKGROUND/ANALYSIS: The City Council desires to inspire, equip, and mobilize youth to take action that changes the community and themselves through service. In an effort to increase the level of youth participation in local government, the City Council is recommended to consider the establishment of a Youth Advisory Council (YAC).

A youth advisory council is considered to be a body of young people who provide counsel and support to the governing body, and create and participate in a variety of projects and community initiatives. The charge of YAC is to advise the City Council on youth related topics and issues. YAC members will engage the community, show leadership, and work together for the betterment of the youth population. YAC members will work as a team, along with City staff leaders while valuing what each member brings to the table.

YAC gives youth the opportunity to see firsthand the issues in the community, and the tools and resources they need to respond and become part of the solution. YAC members will represent their fellow teens by recommending action in the community. A Youth Advisory Council would be a benefit to the City by giving the youth a voice. Preparing them for future involvement in government and community issues as adults is mutually beneficial. There are numerous benefits of YAC membership for teens. YAC provides youth a way to expand their network. Teens will meet peers who are interested in local affairs and politics. They also receive encouragement and training to put their ideas into action. Leadership roles in YAC are beneficial on college applications and resumes.

The City Clerk's Office will partner with the Corona-Norco Unified School District to actively publicize this advisory body to students and teachers through print advertisement and presentations. The composition – procedures, meetings, officers, recruitment - of the Norco Youth Advisory Council is similar to that of the various City Commissions and the Economic Development Advisory Council. The YAC will be comprised of Norco student residents from Norco High School and John F. Kennedy Middle College High School. Membership eligibility includes being enrolled in 9th through 12th grade and able to attend regular meetings and events. Additional YAC guidelines are noted in Exhibit "A". Vacancies will be published during the recruitment period in August each year, at which time interested students will submit applications and letters of recommendation. Appointments will be made by the City Council.

FINANCIAL IMPACT: None

Attachment: Resolution No. 2016-52

RESOLUTION NO. 2016-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO ESTABLISHING THE NORCO YOUTH ADVISORY COUNCIL

WHEREAS, the City Council of the City of Norco is desirous of encouraging and promoting youth participation in local government, including on a City advisory council; and

WHEREAS, the City Council recognizes youth to be a valuable resource when given the opportunity to plan and implement projects to meet real community needs, and recognizes youth are capable of making a difference with the community; and

WHEREAS, the City Council recognizes that a Youth Advisory Council established to serve as an advisory body to the City Council will empower youth, will create opportunities for their input into community projects, programs, and events, and will provide a vehicle by which youth become involved in a process which enables them to have an influence and impact on issues and decisions they care about;

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

SECTION 1: That the Norco Youth Advisory Council is hereby established to serve in a solely advisory capacity at the pleasure of the City Council.

SECTION 2: The purpose of the Norco Youth Advisory Committee shall be to promote public service and community involvement, with, for, and by youth, review proposals for programs, projects and facilities as they pertain to youth; promote youth involvement in community events, programs or volunteer projects through public education, the schools and community organizations; and act in an advisory capacity to the City Council in all other policy matters pertaining to youth.

SECTION 3: The guidelines of the Norco Youth Advisory Council as contained in "Exhibit A", is hereby approved.

SECTION 4: The Norco Youth Advisory Council shall be composed of nine (9) members from Norco High School and John F. Kennedy Middle College High School.

SECTION 5: Members shall hold one-year membership terms, aligned with the school year calendar, beginning October 1 through May 31.

SECTION 5: That the Norco Youth Advisory Council shall establish its own procedural rules which shall comply with the Ralph M. Brown Act, other applicable local and state laws and regulations, this Resolution, and the Norco Municipal Code.

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, California

ATTEST:

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

I, Cheryl L. Link, City Clerk of the City of Norco, California, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of Norco, California, at a regular meeting thereof held on July 20, 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 July 20, 2016.

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

Attachment: Exhibit A

EXHIBIT A
Norco Youth Advisory Council Guidelines

1. Powers, Duties, and Responsibilities.

The Norco Youth Advisory Council shall be empowered to establish and maintain written policy and rules and have the following general powers, duties and responsibilities consistent with the City of Norco, Norco Municipal Code, and all other ordinances and regulations of the City of Norco and with the laws of the State of California:

A. Promote community involvement, with, for, and by youth.

B. Review proposals for programs, projects, and facilities as they pertain to youth.

C. Assist in the evaluation and planning of programs and services with an emphasis on youth.

D. Review and make recommendations on matters pertaining to youth programming and/or services to the Parks and Recreation Commission; Streets and Trails Commission; Planning Commission; Historic Preservation Commission; the Economic Development Advisory Council; and the City Council.

E. Promote youth involvement in community events, programs, or volunteer projects through public education, the schools, and community organizations.

F. Act in an advisory capacity to the City Council in all other policy matters pertaining to youth.

2. Eligibility and Requirements for Membership.

All members of the Norco Youth Advisory Council shall meet the following requirements:

A. Be a resident of the City of Norco.

B. Be enrolled in school, grades 9 – 12, attending Norco High School or John F. Kennedy Middle College High School.

C. Members of the Norco Youth Advisory Council shall not hold any paid office or employment with the City of Norco.

D. Submit a completed Norco Youth Advisory Council application with a letter of recommendation from a teacher or faculty member of the applicant's current school.

3. Procedure.

Composition of the Norco Youth Advisory Council is as follows:

A. The Norco Youth Advisory Council shall consist of nine (9) at large members, through appointment by the City Council.

B. Membership is open to youth in grades 9-12 attending Norco High School or John F. Kennedy Middle College High School.

C. Support: the Deputy City Clerk shall be the City Council's liaison to the Norco Youth Advisory Council. Department Directors shall provide additional support to members on issues and recommendations specific to their department.

D. Norco Youth Advisory Council Officers

a. Chairperson: shall be elected by the Norco Youth Advisory Council Members in October, annually. The Chair shall facilitate the meeting of the Advisory Council and shall ensure items are placed on the agenda.

b. Vice-Chair: shall be elected by the Norco Youth Advisory Council Members each October, annually. The Vice-Chair shall assist the Chair as requested and facilitate the meeting in the absence of the Chairperson.

c. Secretary: shall be elected by the Norco Youth Advisory Council Members in October, annually. The Secretary will:

i. Record the minutes of Norco Youth Advisory Council meetings.
ii. Format and send meeting minutes to the Deputy City Clerk or designated staff liaison. The City Clerk will maintain records related to the Norco Youth Advisory Council.

E. Meetings:

a. The Norco Youth Advisory Council will meet on a regular schedule as determined by the members and approved by the City Council.

b. Meetings will be open to the public and conducted according to the Ralph M. Brown Act.
c. Meetings may take place when a quorum is present; a quorum will be reached when half the Norco Youth Advisory Council members plus one are in attendance.
d. Meetings will be held at Norco City Hall or Council Chambers as determined by the members and approved by the City Council.
e. Norco Youth Advisory Council Members may request agenda items for upcoming meetings through the Chair and by majority consensus of the membership.
f. The Deputy City Clerk or Department Director shall coordinate with the City Clerk and City Manager in placing items on the City Council agenda for consideration.

F. Term Limits:

a. Members hold one (1) year terms, October 1 through May 31, to coincide with the school year calendar. Members desiring extensions are required to resubmit an application and be considered for reappointment by the City Council.
b. At the discretion of the City Council, a Norco Youth Advisory Council Member may be excused from further participation, in the event it is deemed necessary for the benefit of the Advisory Council as a whole.
c. Members are expected to be present unless excused with prior notice to the Chairperson or Vice Chairperson. A written notice on or before the day of the meeting stating there was an unavoidable absence or an absence due to illness shall be deemed absence for cause. The office of any member of the Advisory Council who misses three consecutive regular meetings without cause, or three meetings in a seventh-month period, including adjourned and special meetings, with or without cause, shall be deemed to be vacant. The Secretary of the Advisory Council shall immediately inform the Deputy City Clerk or staff liaison of such vacancy.

CITY OF NORCO
STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager

PREPARED BY: Dominic C. Milano, City Engineer

DATE: July 20, 2016

SUBJECT: **Public Hearing:** A Hearing Ordering the Continuation of Landscape Maintenance Districts and Confirming a Diagram and Assessment and Providing for an Annual Assessment Levy for Districts No. 1 - Beazer, Tract 28765; No. 2 – Western Pacific, Tract 25779; No. 3 – Centex, Tract 28626; and No. 5 – Hawk's Crest, Tract 30230

Resolution No. 2016-47, (Beazer); **Resolution No. 2016-48,** (Western Pacific); **Resolution No. 2016-49,** (Centex); **Resolution No. 2016-50,** (Hawk's Crest), Ordering the Continuation of a Landscaping Maintenance District and Confirming a Diagram and Assessment and Providing for Annual Assessment Levy.

RECOMMENDATION: That the City Council opens the Public Hearing and if no more than 50 percent of the property owners within the District protest, it would be appropriate to adopt **Resolution No. 2016-47,** (Beazer); **Resolution No. 2016-48,** (Western Pacific); **Resolution No. 2016-49,** (Centex); **Resolution No. 2016-50,** (Hawk's Crest), Ordering the Continuation of a Landscaping Maintenance District and Confirming a Diagram and Assessment and Providing for Annual Assessment Levy.

SUMMARY: The Landscaping and Lighting Act of 1972 requires that an Engineer's Report for existing landscape maintenance districts (LMDs) must be reviewed and approved annually to continue assessments for the districts. The formation of the four districts allow for an annual increase not to exceed the Consumer Price Index (CPI). The CPI ending March 31, 2016 adjustment per parcel assessment in all districts is 1.7%.

Agenda Item 7.A.

This year's Engineer's Report includes the estimated fund balance for Fiscal Year ending June 30, 2016 and the cash flow funding needs. Each district requires a 6 month cash flow reserve to sustain the District from the beginning of the fiscal year (July 1) until the City receives from the County of Riverside, its first assessment payment, 6 months later. If the City does not have this reserve, the general fund reserves must "carry" the District. In addition the "needs" includes those Districts that have trail fencing (Districts 2, 3 & 5) a line item establishing a dollar amount to reconstruct the majority of the trail fencing in each District. The "estimated unfunded needs" is the difference between the "fund balance" and the "needs".

BACKGROUND/ANALYSIS: The following information applies to each Landscape Maintenance District as designated:

LMD No. 1 - On February 3, 1999, City Council adopted Landscape Maintenance District No. 1 for Tract 28765 (Beazer Homes) comprised of 67 lots. The District was formed to maintain landscaping along the River Road frontage of the tract. The estimated cost to maintain the District is proposed to be decreased from $11,670.00 the 2015/16 level to $10,832.00. With the application of previous year's surpluses and a CPI increase ($2.28 per parcel), the net assessment will be $9,127.41. The per parcel assessment for fiscal year 2016/17 is proposed to increase from $133.95 to $136.23.

LMD No. 2 - On January 27, 2000, the City Council adopted Landscape Maintenance District No. 2 for Tract No. 25799 (Western Pacific) comprised of 219 assessable lots. The District was formed to maintain landscaping along the Norco Hills Road and Hidden Valley Parkway frontages of the development as well as selected interior slopes, wetlands, equestrian trails, and parkway maintenance. In fiscal year 2015-16 the cost to maintain the District was $132,091.00. The maintenance level for the equestrian trails was funded at a very minimal level. In the early years, after the formation of the District, a surplus of Developer funds were used to balance the budget with the assessment collected. This surplus was exhausted a number of years ago with the City loaning the District a total of $50,900.00 over a few years to meet expenses. With a cut back in maintenance, the loan balance was reduced to $11,582.00 at the beginning of the fiscal year 2015/16, but as a result of the necessity to increase the trail maintenance (safety issues) the loan balance has increased to $18,292.00.

The estimated cost to maintain the District is proposed to increase from $132,091.00 to 137,287.00. With this budget the maintenance of the equestrian trail will be at level to maintain them to a safe standard, but at the expense of the maintenance of the landscaping. With the application of the CPI, the per parcel assessment is proposed to increase $10.45 from $614.57 to $625.02 which reflects a near balanced budget with no funds going to reduce the City loan.

LMD No. 3 - On June 6, 2001, City Council adopted Landscape Maintenance District No. 3 for Tract 28626 (Centex) comprised of 82 lots. The District was formed to maintain landscaping along Norco Hills Road and certain designated slopes within the District as well as all equestrian trails in the development. The proposed estimate of costs to maintain the District will increase from $83,537.00 to $86,306.00. With the application of previous year's surpluses and the CPI increase ($4.62 per parcel), the total net assessment will be $76,107.48. The per parcel assessment for Fiscal Year 2015/16 is proposed to increase from $923.52 to $928.14.

LMD No. 5 – On January 7, 2004 City Council adopted Landscape District No. 5 for Tract 30230 (Hawks Crest) comprised of 50 lots. The District was formed to maintain certain exterior slopes, parkway landscaping, equestrian trails and the two park lots. The estimate of cost to maintain the District will decrease from $59,931.00 to $44,720.00. The decrease in the budget was due to water savings and an overstatement in last year's budget for landscape maintenance. The maximum allowable assessment from the previous year's level of $1,027.64 year is proposed to increase by the March 2016 CPI of 1.7% ($17.47 per parcel) to $1,045.11. The per parcel charge is being proposed to be levied below the maximum of $1,045.11, at $894.40 per parcel.

As stipulated in the "Landscaping and Lighting Act of 1972," the continuation of an existing maintenance district assessment has to be reviewed and approved each fiscal year. The attached resolutions provide for the proper continuation of the Districts as well as the assessments. The proposed CPI increases in Landscape Maintenance Districts will not require a majority protest vote of the property owners since the increase in assessments was allowed for in the formation of the Districts. Included for your information as Exhibit "A" is a summary of the budgets and the levies and the Preliminary Engineer's Reports including the District boundaries, the items of work included in each maintenance district, as well as costs and the per parcel assessments for each District.

Staff recommends that the members of the City Council approve the Engineer's Report for the continuation of the Landscape Maintenance Districts to guarantee that landscaping within each district will remain attractive and well maintained. To do so, Council will need to adopt the attached Resolutions.

FINANCIAL IMPACT: None.

Attachments: Exhibit "A"
Engineer's Reports (4)
Resolutions (4)

EXHIBIT "A"

2016/2017 LMD'S NORCO

District #	2015/16 Budget	2016/17 Budget	Max Allowed Assess/Parcel	Actual Proposed Assess/Parcel	Net Assess	Different (Source)
1	$11,670.00	$10,832.00	$136.23	$136.23	$9,127.41	$1,704.59 (Reserves)
2	$134,591.00	$137,287.00	$625.02	$625.02	$136,879.38	$407.62 (City)
3	$86,306.00	$82,284.00	$943.92	$943.92	$77,401.44	$4,882.56 (Reserves)
5	$59,931.00	$44,720.00	$1,047.11	$894.40	$44,720.00	0

* The Mount Shasta Homes will have a levy of $293.68.

ENGINEER'S REPORT

FOR

LANDSCAPE MAINTENANCE DISTRICT NO. 1 (BEAZER)

FISCAL YEAR 2016-2017

PREPARED FOR THE

CITY OF NORCO

RIVERSIDE COUNTY, CALIFORNIA

PREPARED BY:

DOMINIC C. MILANO, P.E.

CITY ENGINEER

ENGINEER'S REPORT
CITY OF NORCO

LANDSCAPE MAINTENANCE DISTRICT NO. 1 (BEAZER)
FISCAL YEAR 2016-2017

The undersigned respectfully submits the enclosed report as directed by the City Council.

Date: 06/15, 2016

By: _____
Dominic C. Milano, P.E.
R.C.E. No. 27172
City Engineer

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and Assessment Diagram thereto attached, was filed with me on June 15, 2016.

City Clerk, City of Norco
Riverside County, California

By: _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Norco, California, on _____, 2016.

City Clerk, City of Norco
Riverside County, California

By: _____

FISCAL YEAR 2016-2017
CITY OF NORCO

ENGINEER'S REPORT PREPARED PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972 SECTION 22500 THROUGH 22679 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

Pursuant to Part 2 of Division 15 of the Streets and Highways Code of the State of California, and in accordance with the Resolution of Initiation, being Resolution No. 98-97, adopted by the Council of the City of Norco, State of California, in connection with the proceedings for:

CITY OF NORCO
LANDSCAPING MAINTENANCE DISTRICT NO. 1 (BEAZER)

Hereinafter referred to as the "Assessment District," I, Dominic C. Milano, P.E. authorized representative of the City of Norco, the duly appointed ENGINEER OF WORK, submit herewith the "Report" consisting of four parts as follows:

PART A

Plans and specifications for the improvements are as set forth herein and are on file in the Office of the Clerk of the City.

PART B

An estimate of cost of the proposed improvements, including incidental costs and expenses in connection therewith, is as set forth herein.

PART C

The Diagram of the Assessment District Boundaries showing the exterior boundaries of the Assessment District, the boundaries of any zones within the Assessment District, and the lines and dimensions of each lot or parcel of land within the Assessment District has been submitted to the Clerk of the City. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of Riverside for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made part of this Report. The legal description of the Assessment District is attached hereto.

PART D

An assessment of the estimated cost of the improvements on each benefited lot or parcel of land within the Assessment District.

PART A

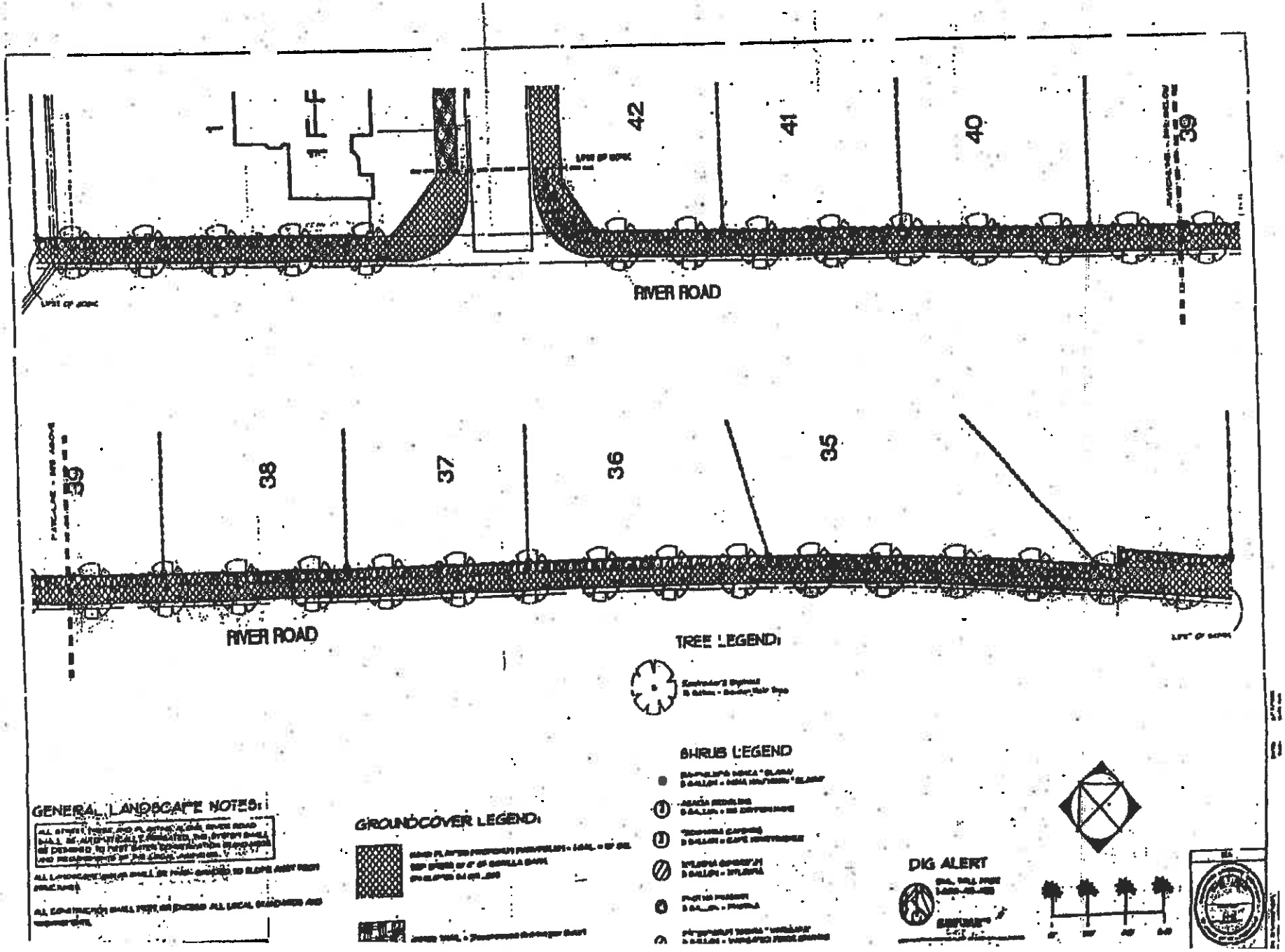
PLANS AND SPECIFICATIONS

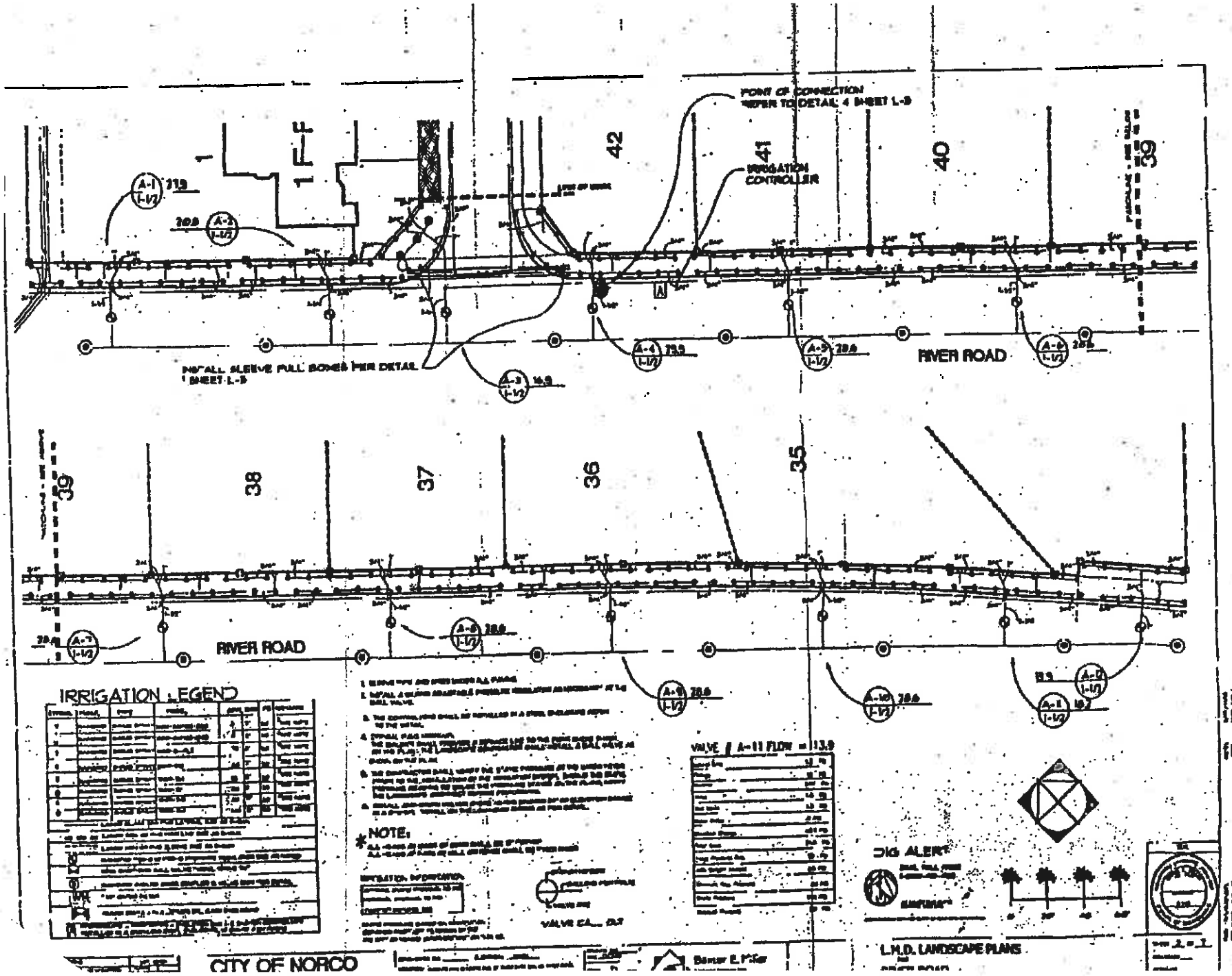
DESCRIPTION OF IMPROVEMENTS FOR THE CITY OF NORCO LANDSCAPE MAINTENANCE DISTRICT NO. 1 (BEAZER) FISCAL YEAR 2016-2017

The improvements are the operation, maintenance, and servicing of landscaping, wetlands, horse trails, hardscaping, and masonry, and appurtenant facilities including but not limited to personnel, electrical energy, utilities such as water, materials, contracting services, and other items necessary for the satisfactory operation of these services, described as follows:

LANDSCAPING

Landscaping, planting, shrubbery, trees, irrigation, hardscapes, masonry wall surfaces, fixtures, and appurtenant facilities in the River Road public right-of-way (parkway area), along the frontage and adjacent to the proposed boundary of said Assessment District. A reduced scale plan depicting the improvements is attached hereto.


1
1 F F
42
41
40
39
RIVER ROAD
39
38
37
36
35
RIVER ROAD
TREE LEGEND:
SHRUB LEGEND
GENERAL LANDSCAPE NOTES:
GROUNDCOVER LEGEND:
DIG ALERT


POINT OF CONNECTION
REFER TO DETAIL 4 SHEET L-5
IRRIGATION CONTROLLER
1
1 F-F
42
41
40
39
38
37
36
35
RIVER ROAD
RIVER ROAD
IRRIGATION LEGEND
NOTE:
VALVE # A-11 FLOW = 13.9
DIG ALERT
CITY OF NORCO
L.M.D. LANDSCAPE PLANS

PART B

ESTIMATE OF COST

LANDSCAPE MAINTENANCE DISTRICT NO. 1
(BEAZER)
NORCO, CALIFORNIA
(FUND NO. 53100)

The estimated costs for the operation, maintenance and servicing of the facilities, shown below, are the estimated costs of maintenance if the facilities were fully maintained for Fiscal Year 2016-2017. The 1972 Act provides that the total cost of the maintenance and services, together with incidental expenses, may be financed from the assessment proceeds. The incidental expenses may include engineering fees, legal fees, printing, mailing, postage, publishing, and all other related costs identified with district proceedings.

Direct Cost		
Contractual Maintenance (34100)		
1 Landscape Maintenance: includes all pruning, weed and pest control, fertilization, turf care, trash and debris cleanup, irrigation to include maintenance and repair, water cost, electrical cost for controllers, tree trimming up to 15 feet, tree staking, backflow testing, rodent control and plant replacements.	$ 2,628.00	
2 Hardscape Masonry: including graffiti removal, repair cracks, heaving and breakage.	$ -	
3 Equestrian Trails: No Trails	N.A.	
Utilities (33100)		
Water	$ 2,800.00	
Electrical	$ 170.00	
Phone	$ 189.00	
Annual Tree Replacement (32405)	$ -	
Subtotal Direct Cost	$ 5,787.00	$ 5,787.00
Operating Contingency (10 percent)		$ 579.00
Replacement Reserve (2.9 percent max.)		$ 79.00
Administrative Costs		
Observation: City Staff to Manage District (30105)	$ 2,251.00	
Engineer's Report (34110)	$ 1,400.00	
City Overhead/Administration (34135)	$ 586.00	
Riverside County Admin. Fees (35210)	$ 150.00	
Incidentals (30405)	$ -	
Subtotal Administrative Costs	$ 4,387.00	$ 4,387.00
Operating Reserve		$ -
Annual Capital Project		$ -
TOTAL ANNUAL BUDGET		$ 10,832.00

The 1972 Act requires that a special fund to set up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. The City may advance funds to the District, if needed, to ensure adequate cash flow, and will be reimbursed for any such advances upon receipt of assessments. Any surplus or deficit remaining on July 1 must be carried over to the next fiscal year. The estimated fund balance for fiscal year ending June 30, 2016 and cash flow funding needs are as follows:

Fund Balance		
Estimated Beginning Fund Balance July 1, 2016	$	16,163.00
Add Back Assessment for Future Trail Fence Replacement (N.A.)	$	0.00
Estimated Current Year Revenue Surplus (Deficit)	$	(1,705.00)
Estimated Fund Balance June 30, 2017	$	14,438 .00
Estimated Fund Balance Needs:		
Needed for Future Trail Fence Replacement - 10 Years of 15 Year Useful Life	$	0.00
2016-2017 Budgeted Trail Fence Replacement Capital Project (N.A.)	$	0.00
6 Months Operating Cash Flow	$	5,087.00
Estimated Needs	$	5,087.00
Estimated Surplus or (Unfunded Needs):		$ 8,371.00

Total Replacement Cost for Vinyl Trail Fence (0 Lineal Ft @ $13.00/LF)	$	0.00
Annual Set-Aside for Budgeted Trail Fence Replacement (25 YR Cycle)	$	0.00

The total annual levy of assessments hereunder may be increased annually by an amount not to exceed the increase in the consumer price index applicable to the City of Norco. In no case may the increase exceed the actual cost of providing the services rendered within and pursuant to the District.

PART C

ASSESSMENT DIAGRAM

An Assessment Diagram for the Assessment District is on file in the office of the City Clerk. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of Riverside, for the year when this Report was prepared, and are incorporated by reference herein and made a part of this Report. A reduced scale map depicting the assessment diagram is attached hereto. Also attached as Exhibit "A' is the Legal Description of Assessment District.

EXHIBIT A

LEGAL DESCRIPTION
LANDSCAPE MAINTENANCE DISTRICT NO. 1 (BEAZER)

That certain real property situated in the City of Norco, County of Riverside, State of California, more particularly described as follows:

Lots 1 through 12 inclusive, and Lots 14 through 68, inclusive, of Tract No. 28765 in the City of Norco, County of Riverside, State of California, as per map recorded in Book 274, Pages 95 through 98, inclusive, of Maps in the Office of the County Recorder of Said County.

BEAZER TR 28785

LEGEND

LOCATION OF IMPROVEMENTS

COMMON AREA

RKA CONSULTING GROUP
300 S. LEMON CREEK DRIVE · SUITE E · WALNUT · CA · 91789
(909) 594-9702 · (626) 331-8323 · FAX (909) 594-2859
WWW.RKAGROUP.COM

LANDSCAPE MAINTENANCE DISTRICT
ZONE 1
CITY OF NORCO

DATE:	SCALE:	DRAWN BY:	SHEET:
6/6/13	1" = 300'	FADUN	1 OF 1

X:\ACAD\362060 ASSESSMENT\ASSESMENT DISTRICT ZONE 1.DWG

PART D

ASSESSMENT

WHEREAS, on February 3, 1999, the City Council of the City of Norco, California, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the California Streets and Highways Code (the "Act") adopted its Resolution of the City Council of the City of Norco Initiating Proceedings for the Formation for a Maintenance Assessment District and thereafter formed Landscape Maintenance District No. 1 (Beazer) (the "District") as more particularly described in said proceedings; and

WHEREAS, said resolution directed the undersigned to prepare and file a report pursuant to Section 22565, et seq., of said Act;

WHEREAS, at this time, this City Council is desirous to provide for the annual levy of assessments for the territory within the District for the next ensuing fiscal year, to provide for the costs and expenses necessary for continual maintenance of improvements within said District; and

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under said Act and the order of the City Council of said City, hereby makes the following assessment to cover the portion of the estimated cost of the maintenance of said improvements and the costs and expenses incidental thereto to be paid by said District.

The amount to be paid for the maintenance of said improvement, and the expenses incidental thereto, are as follows:

	(1) As Filed	(2) As Preliminarily Approved	(3) As Finally Approved
Cost of Maintenance	$ 5,787.00	$ 5,787.00	$
Incidental Expenses	$ 4,387.00	$ 4,387.00	$
Operating Contingency	$ 658.00	$ 658.00	$
Total Cost	$ 10,832.00	$ 10,832.00	$
Surplus or (Deficit) from Previous Fiscal Year	$ (1,704.59)	$ (1,704.69)	$
NET TO BE ASSESSED FOR FISCAL YEAR 2016-2017	$ 9,127.41	$ 9,127.41	$

The total annual levy of assessments hereunder may be increased annually by an amount not to exceed the increase in the consumer price index applicable to the City of Norco. The Annual CPI ending March 31, 2016 was 1.7%. In no case may the increase exceed the actual cost of providing the services rendered within and pursuant to the District. The application of this CPI will increase the per parcel assessment from $133.95 to $136.23 for a total District levy of $9,127.41.

The 1972 Act requires that a special fund be set up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purposes as stated herein. A contribution to the District by the City may be made to reduce assessments, as the

City Council deems appropriate. Any balance remaining on July 1 must be carried over to the next fiscal year. The estimated fund balance for fiscal year ending June 30, 2016 is $16,163.00.

As required by said Act, a diagram is hereto attached showing the exterior boundaries of said District. The lines and dimensions of each lot or parcel of land within the said District as the same existed at the time of the passage of said resolution are as shown on the maps of the County Assessor of the County of Riverside. Reference is hereby made to said maps and said maps shall govern for all details concerning the lines and dimensions of such lots and parcels.

I do hereby assess the net amount to be assessed upon all assessable lots or parcels of land within said District by apportioning that amount among the several lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the maintenance of said improvements, and more particularly set forth in the list hereto attached and by reference made a part hereof.

Said assessment is made upon the several lots or parcels of land within the District in proportion to the estimated benefits to be received by said lots or parcels, respectively, from the maintenance of said improvements. The diagram and the assessor's map are the documents to which reference is hereby made for a more particular description of said property.

Each lot or parcel of land assessed is described in the assessment list by reference to its parcel number as shown on the Assessor's Maps of the County of Riverside for the Fiscal Year 2015-2016 and includes all of such parcel. For a more particular description of said property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of said County.

City of Norco

Dated:_____, 2016

_____
Dominic C. Milano, P.E.
City Engineer

EXHIBIT B

METHOD AND FORMULA OF ASSESSMENT SPREAD

The law requires and the statutes provide that assessments, as levied pursuant to the provisions of the "Landscaping and Lighting Act of 1972," must be based on the benefit that the properties receive from the works of improvement. The statute does not specify the method or formula that should be used in any special assessment district proceedings. The Assessment Engineer is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation. For these proceedings, the City has based its determination on standard assessment practices utilized by consulting civil engineers with a background of experience in the design of such works of improvement and experience in the completion of assessment district formation projects.

IDENTIFYING THE BENEFIT

First of all, it is necessary to identify the benefit that the public improvement will render to the properties within the Assessment District. The landscaping, irrigation, and equestrian trails have been designed and will be constructed for the benefit of enhanced aesthetics and neighborhood identity for all properties within the Assessment District.

APPORTIONMENT OF COSTS

In further making the analysis, it is necessary that the property owners receive a special and direct benefit distinguished from that of the general public. In this case, several factors are being used in the final method and spread and assessment.

The individual parcels of land within the Assessment District are currently developed or have the potential for development to single family residential units. The proposed improvements are designed to enhance the appearance and appeal of the District and all of the parcels within. The improvements will provide a sense of neighborhood identity for the District. As such, each parcel will benefit equally from the proposed improvements.

In conclusion, it is my opinion that the assessments for the referenced Assessment District have been spread in direct accordance with the benefits that each parcel receives from the works of improvements.

LIST OF ASSESSMENTS
LANDSCAPE MAINTENANCE DISTRICT NO. 1 (BEAZER)
FISCAL YEAR 2016-2017

Lot No.	As Preliminarily Approved	As Finally Confirmed and Recorded	Lot No.	As Preliminarily Approved	As Finally Confirmed and Recorded
1	$136.23		45	$136.23	
2	$136.23		46	$136.23	
3	$136.23		47	$136.23	
4	$136.23		48	$136.23	
5	$136.23		49	$136.23	
6	$136.23		50	$136.23	
7	$136.23		51	$136.23	
8	$136.23		52	$136.23	
9	$136.23		53	$136.23	
10	$136.23		54	$136.23	
11	$136.23		55	$136.23	
12	$136.23		56	$136.23	
13	Open Space		57	$136.23	
14	$136.23		58	$136.23	
15	$136.23		59	$136.23	
16	$136.23		60	$136.23	
17	$136.23		61	$136.23	
18	$136.23		62	$136.23	
19	$136.23		63	$136.23	
20	$136.23		64	$136.23	
21	$136.23		65	$136.23	
22	$136.23		66	$136.23	
23	$136.23		67	$136.23	
24	$136.23		68	$136.23	
25	$136.23				
26	$136.23				
27	$136.23				
28	$136.23				
29	$136.23				
30	$136.23				
31	$136.23				
32	$136.23				
33	$136.23				
34	$136.23				
35	$136.23				
36	$136.23				
37	$136.23				
38	$136.23				
39	$136.23				
40	$136.23				
41	$136.23				
42	$136.23				
43	$136.23				
44	$136.23				

TOTAL NUMBER OF ASSESSED PARCELS: 67
TOTAL TO BE ASSESSED: $9,127.41

ENGINEER'S REPORT

FOR

LANDSCAPE MAINTENANCE DISTRICT NO. 2
(WESTERN PACIFIC – TRACT 25779)

FISCAL YEAR 2016-2017

PREPARED FOR THE

CITY OF NORCO

RIVERSIDE COUNTY, CALIFORNIA

PREPARED BY:

DOMINIC C. MILANO, P.E.

CITY ENGINEER

ENGINEER'S REPORT
CITY OF NORCO

LANDSCAPE MAINTENANCE DISTRICT NO. 2
(WESTERN PACIFIC – TRACT 25779)
FISCAL YEAR 2016-2017

The undersigned respectfully submits the enclosed report as directed by the City Council.

Date: 06/15, 2016

By: _____
Dominic C. Milano, P.E.
R.C.E. No. 27172
City Engineer

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and Assessment Diagram thereto attached, was filed with me on June 15, 2016.

City Clerk, City of Norco
Riverside County, California

By: _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Norco, California, on _____, 2016.

City Clerk, City of Norco
Riverside County, California

By: _____

FISCAL YEAR 2016-2017
CITY OF NORCO

ENGINEER'S REPORT PREPARED PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972 SECTION 22500 THROUGH 22679 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

Pursuant to Part 2 of Division 15 of the Streets and Highways Code of the State of California, and in accordance with the Resolution of Initiation, being Resolution No. 98-97, adopted by the Council of the City of Norco, State of California, in connection with the proceedings for:

CITY OF NORCO
LANDSCAPING MAINTENANCE DISTRICT NO. 2
(WESTERN PACIFIC – TRACT 25779)

Hereinafter referred to as the "Assessment District," I, Dominic C. Milano, P.E. authorized representative of the City of Norco, the duly appointed ENGINEER OF WORK, submit herewith the "Report" consisting of four parts as follows:

PART A

Plans and specifications for the improvements are as set forth herein and are on file in the Office of the Clerk of the City.

PART B

An estimate of cost of the proposed improvements, including incidental costs and expenses in connection therewith, is as set forth herein.

PART C

The Diagram of the Assessment District Boundaries showing the exterior boundaries of the Assessment District, the boundaries of any zones within the Assessment District, and the lines and dimensions of each lot or parcel of land within the Assessment District has been submitted to the Clerk of the City. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of Riverside for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made part of this Report. The legal description of the Assessment District is attached hereto.

PART D

An assessment of the estimated cost of the improvements on each benefited lot or parcel of land within the Assessment District.

PART A

PLANS AND SPECIFICATIONS

DESCRIPTION OF IMPROVEMENTS FOR THE CITY OF NORCO LANDSCAPE MAINTENANCE DISTRICT NO. 2 (WESTERN PACIFIC – TRACT 25779) FISCAL YEAR 2016-2017

The improvements are the operation, maintenance, and servicing of landscaping, wetlands, horse trails, hardscaping, and masonry, and appurtenant facilities including but not limited to personnel, electrical energy, utilities such as water, materials, contracting services, and other items necessary for the satisfactory operation of these services, described as follows:

LANDSCAPING

Landscaping, planting, shrubbery, trees, irrigation, hardscapes, masonry wall surfaces, fixtures, and appurtenant facilities located within public right-of-way (parkways),easements (slope and trail) and publicly owned parcels within the boundary of the Assessment District except as specifically excluded.

PART B

ESTIMATE OF COST

LANDSCAPE MAINTENANCE DISTRICT NO. 2 (WESTERN PACIFIC)
NORCO, CALIFORNIA (FUND NO. 53105)

The estimated costs for the operation, maintenance and servicing of the facilities, included in this Part, are the estimated costs of maintenance if the facilities were fully maintained for Fiscal Year 2016-2017. The 1972 Act provides that the total cost of the maintenance and services, together with incidental expenses, may be financed from the assessment proceeds. The incidental expenses may include engineering fees, legal fees, printing, mailing, postage, publishing, and all other related costs identified with district proceedings.

Direct Cost				
Contractual Maintenance (34100)				
Landscape Maintenance: Generally includes all pruning, weed and pest control, fertilization, turf care, trash and debris cleanup, irrigation to include maintenance and repair, water cost, electrical cost for controllers, tree trimming up to 15 feet, tree staking, backflow testing, rodent control and plant replacement.				
1	Slope Maintenance: includes same activities as Item 1 for exterior slopes along Hidden Valley Parkway and Norco Hills Road as well as private slopes adjacent to wetlands area at Lots 77, 78, 89, 90, 91.	$ 34,260.00		
2	Parkway Maintenance: includes all pruning, weed and pest control, fertilization, ground cover, trash and debris cleanup, irrigation to include maintenance and repair, backflow testing, rodent control and plant replacement. (Included in number 1 above)			
3	Equestrian Trails: includes minor grading, replacement of wooden posts and rails, and addition of decomposed granite for trail surface.	$ 33,300.00		
4	Maintenance of Wetland (Lot 71): trash and debris cleanup, plant replaacement, pest and rodent control.	$ 500.00		
5	Park Maintenance (Lot 2): trash and debris cleanup, mowing, ferilization, turf care, pest and rodent control, and observation.	$ 5,076.00		
Utilities (33100)				
	Water	$ 36,000.00		
	Electrical	$ 5,985.00		
	Phone	$ 227.00		
Annual Tree Replacement (32405)		$ -		
Subtotal Direct Cost		$ 115,348.00	$	115,348.00
Operating Contingency (1.5 percent max)			$	-
Replacement Reserve (2.0 percent) (Not funded)				
Administrative Costs				
Observation: City Staff to Manage District (30100)		$ 11,255.00		
Engineer's Report (34110)		$ 2,500.00		
City Overhead/Administration (34135)		$ 7,942.00		
Riverside County Admin. Fees (35210)		$ 242.00		
Incidentals (30405)		$ -		
Subtotal Administrative Costs		$ 21,939.00	$	21,939.00
Operating Reserve			$	-
TOTAL ANNUAL BUDGET			$	137,287.00

The 1972 Act requires that a special fund be set up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. The City may advance funds to the District, if needed, to ensure adequate cash flow, and will be reimbursed for any such advances upon receipt of assessments. Any surplus or deficit remaining on July 1 must be carried over to the next fiscal year. The estimated fund balance for fiscal year ending June 30, 2016 and cash flow funding needs are as follows:

Fund Balance	
Estimated Beginning Fund Balance July 1, 2016	$(18,292.00)
Add Back Budgeted Assessment for Future Trail Fence Replacement	$0.00
Estimated Current Year Revenue Surplus/(Deficit)	$(408.00)
Estimated Fund Balance June 30, 2017	$(18,700.00)
Estimated Fund Balance Needs:	
Needed for Future Trail Fence Replacement - 10 Years of 15 Year Useful Life	$258,300.00
Less Unspent 2013-2016 Budgeted Trail Fence Replacement Capital Project	$0.00
6 Months Operating Cash Flow	$ 68,644.00
Estimated Needs	$ 326,944.00
Estimated Surplus (Unfunded Needs):	$(345,644.00)

Total Replacement Cost for Vinyl Trail Fence (29,800 Lineal Feet @ $13.00/LF)	$387,400.00
Annual Set-Aside for Budgeted Trail Fence Replacement (15 YR Replacement Cycle for existing wood fencing)*	$ 25,830.00

*Replacement cycle for vinyl fencing will be 25 years ($15,496/YR) as wood fencing is replaced with vinyl.

The total annual levy of assessments hereunder may be increased annually by an amount not to exceed the increase in the consumer price index applicable to the City of Norco. In no case may the increase exceed the actual cost of providing the services rendered within and pursuant to the District.

PART C

ASSESSMENT DIAGRAM

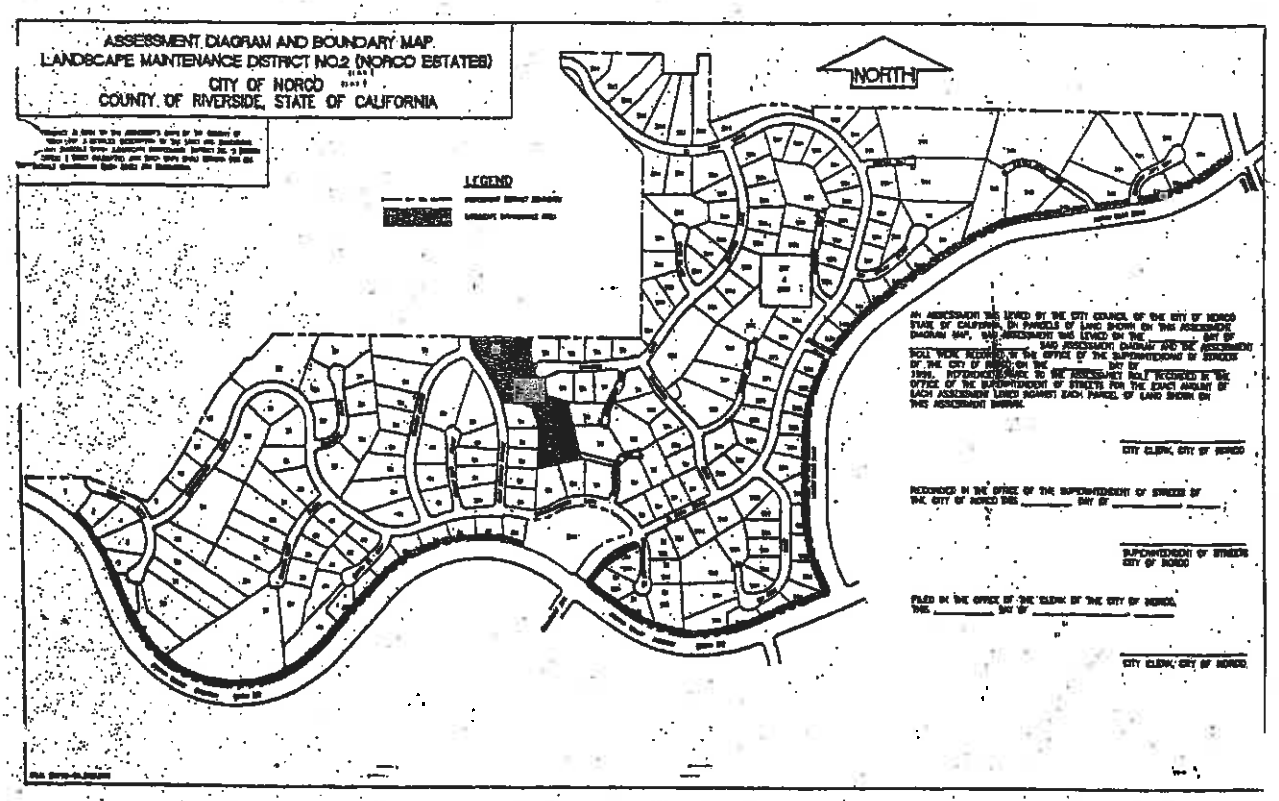
An Assessment Diagram for the Assessment District is on file in the office of the City Clerk. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of Riverside, for the year when this Report was prepared, and are incorporated by reference herein and made a part of this Report. A reduced scale map depicting the assessment diagram is attached hereto. Also attached as Exhibit "A' is the Legal Description of Assessment District.

EXHIBIT A

LEGAL DESCRIPTION
LANDSCAPE MAINTENANCE DISTRICT NO. 2 (WESTERN PACIFIC)

That certain real property situated in the City of Norco, County of Riverside, State of California, more particularly described as follows:

Lots 3 through 70 inclusive, and Lots 72 through 221, exclusive of Lot 219, of Tract No. 25779 in the City of Norco, County of Riverside, State of California, as per map recorded in Book 284, Pages 20 through 30, inclusive, of Maps in the Office of the County Recorder of Said County.


ASSESSMENT DIAGRAM AND BOUNDARY MAP
LANDSCAPE MAINTENANCE DISTRICT NO.2 (NORCO ESTATES)
CITY OF NORCO
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
NORTH
LEGEND

PART D

ASSESSMENT

WHEREAS, on October 20, 1999, the City Council of the City of Norco, California, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the California Streets and Highways Code (the "Act") adopted its Resolution of the City Council of the City of Norco Initiating Proceedings for the Formation for a Maintenance Assessment District and thereafter formed Landscape Maintenance District No. 2 (Western Pacific) (the "District") as more particularly described in said proceedings; and

WHEREAS, said resolution directed the undersigned to prepare and file a report pursuant to Section 22565, et seq., of said Act;

WHEREAS, at this time, this City Council is desirous to provide for the annual levy of assessments for the territory within the District for the next ensuing fiscal year, to provide for the costs and expenses necessary for continual maintenance of improvements within said District; and

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under said Act and the order of the City Council of said City, hereby makes the following assessment to cover the portion of the estimated cost of the maintenance of said improvements and the costs and expenses incidental thereto to be paid by said District.

The amount to be paid for the maintenance of said improvement, and the expenses incidental thereto, are as follows:

	(1) As Filed	(2) As Preliminarily Approved	(3) As Finally Approved
Cost of Maintenance	$ 115,348.00	$ 115,348.00	$
Incidental Expenses	$ 21,939.00	$ 21,939.00	$
Total Cost	$ 137,287.00	$ 137,287.00	$
Surplus or (Deficit)	$ (407.62)	$ (407.62)	$
NET TO BE ASSESSED FOR FISCAL YEAR 2016-2017	$ 136,879.38	$ 136,879.38	$

The total annual levy of assessments hereunder may be increased annually by an amount not to exceed the increase in the consumer price index (CPI) applicable to the City of Norco. In no case may the increase exceed the actual cost of providing the services rendered within and pursuant to the District. The Annual CPI ending March 31, 2016 was 1.7%. The application of this CPI will increase the per parcel assessment from $614.57 to $625.02, for a District wide levy of $136,879.38.

The 1972 Act requires that a special fund be set up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purposes as stated herein. A contribution to the District by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance remaining on July 1 must be carried over to the next fiscal year. The estimated fund balance for fiscal year ending June 30, 2016 is a deficit of $18,202 .00.

As required by said Act, a diagram is hereto attached showing the exterior boundaries of said District. The lines and dimensions of each lot or parcel of land within the said District as the same existed at the time of the passage of said resolution are as shown on the maps of the County Assessor of the County of Riverside. Reference is hereby made to said maps and said maps shall govern for all details concerning the lines and dimensions of such lots and parcels.

I do hereby assess the net amount to be assessed upon all assessable lots or parcels of land within said District by apportioning that amount among the several lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the maintenance of said improvements, and more particularly set forth in the list hereto attached and by reference made a part hereof.

Said assessment is made upon the several lots or parcels of land within the District in proportion to the estimated benefits to be received by said lots or parcels, respectively, from the maintenance of said improvements. The diagram and the assessor's map are the documents to which reference is hereby made for a more particular description of said property.

Each lot or parcel of land assessed is described in the assessment list by reference to its parcel number as shown on the Assessor's Maps of the County of Riverside for the Fiscal Year 2015-2016 and includes all of such parcel. For a more particular description of said property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of said County.

City of Norco

Dated: _____, 2016

_____
Dominic C. Milano, P.E.
City Engineer

EXHIBIT B

METHOD AND FORMULA OF ASSESSMENT SPREAD

The law requires and the statutes provide that assessments, as levied pursuant to the provisions of the "Landscaping and Lighting Act of 1972," must be based on the benefit that the properties receive from the works of improvement. The statute does not specify the method or formula that should be used in any special assessment district proceedings. The Assessment Engineer is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation. For these proceedings, the City has based its determination on standard assessment practices utilized by consulting civil engineers with a background of experience in the design of such works of improvement and experience in the completion of assessment district formation projects.

IDENTIFYING THE BENEFIT

First of all, it is necessary to identify the benefit that the public improvement will render to the properties within the Assessment District. The landscaping, irrigation, and equestrian trails have been designed and will be constructed for the benefit of enhanced aesthetics and neighborhood identity for all properties within the Assessment District.

APPORTIONMENT OF COSTS

In further making the analysis, it is necessary that the property owners receive a special and direct benefit distinguished from that of the general public. In this case, several factors are being used in the final method and spread and assessment.

The individual parcels of land within the Assessment District are currently developed or have the potential for development to single family residential units. The proposed improvements are designed to enhance the appearance and appeal of the District and all of the parcels within. The improvements will provide a sense of neighborhood identity for the District. As such, each parcel will benefit equally from the proposed improvements.

In conclusion, it is my opinion that the assessments for the referenced Assessment District have been spread in direct accordance with the benefits that each parcel receives from the works of improvements.

LIST OF ASSESSMENTS
LANDSCAPE MAINTENANCE DISTRICT NO. 2 (WESTERN PACIFIC)
FISCAL YEAR 2016-2017

Lot No.	As Preliminarily Approved	As Finally Confirmed and Recorded	Lot No.	As Preliminarily Approved	As Finally Confirmed and Recorded
3	$625.02		46	$625.02	
4	$625.02		47	$625.02	
5	$625.02		48	$625.02	
6	$625.02		49	$625.02	
7	$625.02		50	$625.02	
8	$625.02		51	$625.02	
9	$625.02		52	$625.02	
10	$625.02		53	$625.02	
11	$625.02		54	$625.02	
12	$625.02		55	$625.02	
13	$625.02		56	$625.02	
14	$625.02		57	$625.02	
15	$625.02		58	$625.02	
16	$625.02		59	$625.02	
17	$625.02		60	$625.02	
18	$625.02		61	$625.02	
19	$625.02		62	$625.02	
20	$625.02		63	$625.02	
21	$625.02		64	$625.02	
22	$625.02		65	$625.02	
23	$625.02		66	$625.02	
24	$625.02		67	$625.02	
25	$625.02		68	$625.02	
26	$625.02		69	$625.02	
27	$625.02		70	$625.02	
28	$625.02		71	$625.02	
29	$625.02		72	$625.02	
30	$625.02		73	$625.02	
31	$625.02		74	$625.02	
32	$625.02		75	$625.02	
33	$625.02		76	$625.02	
34	$625.02		77	$625.02	
35	$625.02		78	$625.02	
36	$625.02		79	$625.02	
37	$625.02		80	$625.02	
38	$625.02		81	$625.02	
39	$625.02		82	$625.02	
40	$625.02		83	$625.02	
41	$625.02		84	$625.02	
42	$625.02		85	$625.02	
43	$625.02		86	$625.02	
44	$625.02		87	$625.02	
45	$625.02				

LANDSCAPE MAINTENANCE DISTRICT NO. 2 (WESTERN PACIFIC)
FISCAL YEAR 2016-2017

Lot No.	As Preliminarily Approved	As Finally Confirmed and Recorded	Lot No.	As Preliminarily Approved	As Finally Confirmed and Recorded
88	$625.02		132	$625.02	
89	$625.02		133	$625.02	
90	$625.02		134	$625.02	
91	$625.02		135	$625.02	
92	$625.02		136	$625.02	
93	$625.02		137	$625.02	
94	$625.02		138	$625.02	
95	$625.02		139	$625.02	
96	$625.02		140	$625.02	
97	$625.02		141	$625.02	
98	$625.02		142	$625.02	
99	$625.02		143	$625.02	
100	$625.02		144	$625.02	
101	$625.02		145	$625.02	
102	$625.02		146	$625.02	
103	$625.02		147	$625.02	
104	$625.02		148	$625.02	
105	$625.02		149	$625.02	
106	$625.02		150	$625.02	
107	$625.02		151	$625.02	
108	$625.02		152	$625.02	
109	$625.02		153	$625.02	
110	$625.02		154	$625.02	
111	$625.02		155	$625.02	
112	$625.02		156	$625.02	
113	$625.02		157	$625.02	
114	$625.02		158	$625.02	
115	$625.02		159	$625.02	
116	$625.02		160	$625.02	
117	$625.02		161	$625.02	
119	$625.02		163	$625.02	
120	$625.02		164	$625.02	
121	$625.02		165	$625.02	
122	$625.02		166	$625.02	
123	$625.02		167	$625.02	
124	$625.02		168	$625.02	
125	$625.02		169	$625.02	
126	$625.02		170	$625.02	
127	$625.02		171	$625.02	
128	$625.02				
129	$625.02				
130	$625.02				
131	$625.02				

LANDSCAPE MAINTENANCE DISTRICT NO. 2 (WESTERN PACIFIC)
FISCAL YEAR 2016-2017

Lot No.	As Preliminarily Approved	As Finally Confirmed and Recorded	Lot No.	As Preliminarily Approved	As Finally Confirmed and Recorded
172	$625.02		216	$625.02	
173	$625.02		217	$625.02	
174	$625.02		218	$625.02	
175	$625.02		219	$625.02	
176	$625.02		220	$625.02	
177	$625.02		221	$625.02	
178	$625.02				
179	$625.02				
180	$625.02				
181	$625.02				
182	$625.02				
183	$625.02				
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204	$625.02				
206	$625.02				
207	$625.02				
208	$625.02				
209	$625.02				
210	$625.02				
211	$625.02				
212	$625.02				
213	$625.02				
214	$625.02				
215	$625.02				

TOTAL NUMBER OF ASSESSED PARCELS: 219
TOTAL TO BE ASSESSED IS $136,879.38

ENGINEER'S REPORT

FOR

LANDSCAPE MAINTENANCE DISTRICT NO. 3
(CENTEX– TRACT 28626)

FISCAL YEAR 2016-2017

PREPARED FOR THE

CITY OF NORCO

RIVERSIDE COUNTY, CALIFORNIA

PREPARED BY:

DOMINIC C. MILANO, P.E.

CITY ENGINEER

ENGINEER'S REPORT
CITY OF NORCO

LANDSCAPE MAINTENANCE DISTRICT NO. 3
(CENTEX – TRACT 28626)
FISCAL YEAR 2016-2017

The undersigned respectfully submits the enclosed report as directed by the City Council.

Date: 06/15, 2016

By: _____
Dominic C. Milano, P.E.
R.C.E. No. 27172
City Engineer

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and Assessment Diagram thereto attached, was filed with me on June 15, 2016.

City Clerk, City of Norco
Riverside County, California

By: _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Norco, California, on _____, 2016.

City Clerk, City of Norco
Riverside County, California

By: _____

FISCAL YEAR 2016-2017
CITY OF NORCO

ENGINEER'S REPORT PREPARED PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972 SECTION 22500 THROUGH 22679 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

Pursuant to Part 2 of Division 15 of the Streets and Highways Code of the State of California, and in accordance with the Resolution of Initiation, being Resolution No. 98-97, adopted by the Council of the City of Norco, State of California, in connection with the proceedings for:

CITY OF NORCO
LANDSCAPING MAINTENANCE DISTRICT NO. 3
(CENTEX – TRACT 28626)

Hereinafter referred to as the "Assessment District," I, Dominic C. Milano, P.E. authorized representative of the City of Norco, the duly appointed ENGINEER OF WORK, submit herewith the "Report" consisting of four parts as follows:

PART A

Plans and specifications for the improvements are as set forth herein and are on file in the Office of the Clerk of the City.

PART B

An estimate of cost of the proposed improvements, including incidental costs and expenses in connection therewith, is as set forth herein.

PART C

The Diagram of the Assessment District Boundaries showing the exterior boundaries of the Assessment District, the boundaries of any zones within the Assessment District, and the lines and dimensions of each lot or parcel of land within the Assessment District has been submitted to the Clerk of the City. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of Riverside for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made part of this Report. The legal description of the Assessment District is attached hereto.

PART D

An assessment of the estimated cost of the improvements on each benefited lot or parcel of land within the Assessment District.

PART A

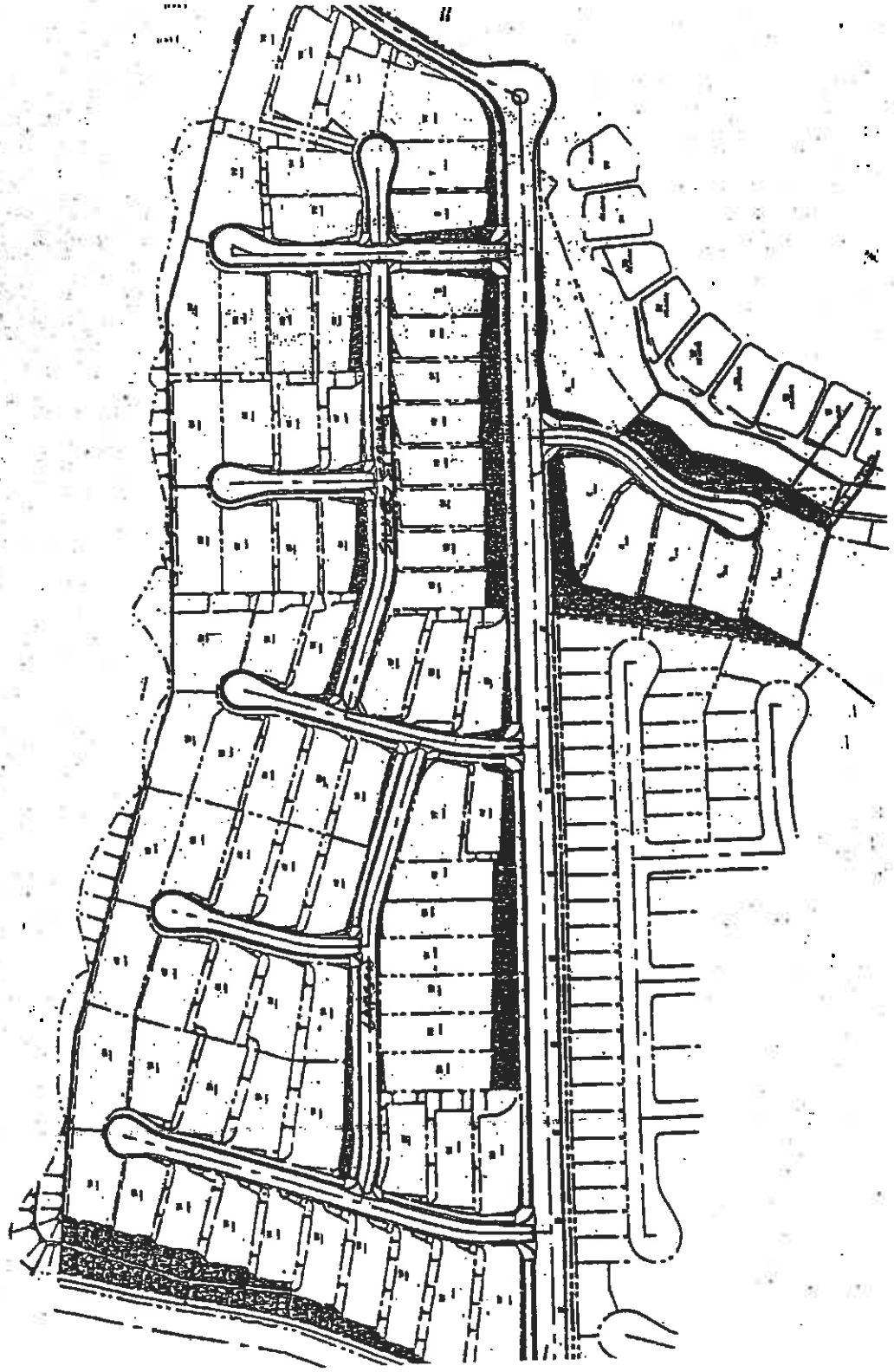
PLANS AND SPECIFICATIONS

DESCRIPTION OF IMPROVEMENTS FOR THE CITY OF NORCO LANDSCAPE MAINTENANCE DISTRICT NO. 3 (CENTEX – TRACT 28626) FISCAL YEAR 2016-2017

The improvements are the operation, maintenance, and servicing of landscaping, horse trails, hardscaping, and masonry, and appurtenant facilities including but not limited to personnel, electrical energy, utilities such as water, materials, contracting services, and other items necessary for the satisfactory operation of these services, described as follows:

LANDSCAPING

Landscaping, planting, shrubbery, trees, irrigation, hardscapes, masonry wall surfaces, fencing, fixtures, and appurtenant facilities located within public rights-of-way (parkways),easements (slope and trail) and publicly owned parcels within the boundary of the Assessment District except as specifically excluded.



PART B

ESTIMATE OF COST
LANDSCAPE MAINTENANCE DISTRICT NO. 3 (CENTEX – TRACT 28626)
NORCO, CALIFORNIA (FUND NO. 53110)

The estimated costs for the operation, maintenance and servicing of the facilities, shown below, are the estimated costs of maintenance if the facilities were fully maintained for Fiscal Year 2016-2017. The 1972 Act provides that the total cost of the maintenance and services, together with incidental expenses, may be financed from the assessment proceeds. The incidental expenses may include engineering fees, legal fees, printing, mailing, postage, publishing, and all other related costs identified with district proceedings.

Direct Cost		
Contractual Maintenance (34100)		
1 Landscape Maintenance: includes all pruning, weed and pest control, fertilization, turf care, trash and debris cleanup, irrigation to include maintenance and repair, water cost, electrical cost for controllers, tree trimming up to 15 feet, tree staking, backflow testing, rodent control and plant replacement.	$ 28,140.00	
2 Equestrian Trails: includes minor grading, replacement of wooden posts and rails, and addition of decomposed granite for trail surfaces.	$ 5,784.00	
3 Slope Maintenance: includes same activities as Item 1 for exterior slopes along Parkview Drive and Norco Hills Road as well as private slopes at Lots 1, 2, 3, and 4.	$ -	
Utilities (33100)		
Water	$ 27,000.00	
Electrical	$ 1,942.00	
Phone	$ 63.00	
Annual Tree Replacement (32405)	$ -	
Subtotal Direct Cost	$ 62,929.00	$ 62,929.00
Operating Contingency (2.0 percent)		$ 1,259.00
Replacement Reserve (2.0 percent)		$ 1,259.00
Administrative Costs		
Observation: City Staff to Manage District (30105)	$ 9,003.00	
Engineer's Report (34110)	$ 2,500.00	
City Overhead/Administration (34135)	$ 5,068.00	
Riverside County Admin. Fee (35210)	$ 266.00	
Incidentals (30405)	$ -	
Subtotal Administrative Costs	$ 16,837.00	$ 16,837.00
Operating Reserve		$ -
Annual Capital Project		$ -
TOTAL ANNUAL BUDGET		$ 82,284.00

The 1972 Act requires that a special fund be set up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. The City may advance funds to the District, if needed, to ensure adequate cash flow, and will be reimbursed for any such advances upon receipt of assessments. Any surplus or deficit remaining on July 1 must be carried over to the next fiscal year. The estimated fund balance for fiscal year ending June 30, 2016 and cash flow funding needs are as follows:

Fund Balance	
Estimated Beginning Fund Balance July 1, 2016	$ 72,161.00
Add Back Assessment for Future Trail Fence Replacement	$ 0.00
Estimated Current Year Revenue Surplus (Deficit)	$ (4,883.00)
Estimated Fund Balance June 30, 2017	$ 67,278.00
Estimated Fund Balance Needs:	
Needed for Future Trail Fence Replacement - 10 Years of 15 Year Useful Life	$ 58,010.00
2013-2016 Budgeted Trail Fence Replacement Capital Project	$ 0.00
6 Months Operating Cash Flow	$ 39,883.00
Estimated Needs	$ 97,893.00
Estimated Surplus or (Unfunded Needs):	$ (30,615 .00)

Total Replacement Cost for Vinyl Trail Fence (6,694 Lineal Ft @ $13.00/LF)	$ 87,022.00
Annual Set-Aside for Budgeted Trail Fence Replacement (15 YR Replacement cycle for existing wood fencing) *	$ 5,801.00

* Replacement cycle for vinyl fencing will be 25 years ($3,481/yr) as wood fencing is replaced with vinyl.

The total annual levy of assessments hereunder may be increased annually by an amount not to exceed the increase in the consumer price index applicable to the City of Norco. In no case may the increase exceed the actual cost of providing the services rendered within and pursuant to the District.

PART C

ASSESSMENT DIAGRAM

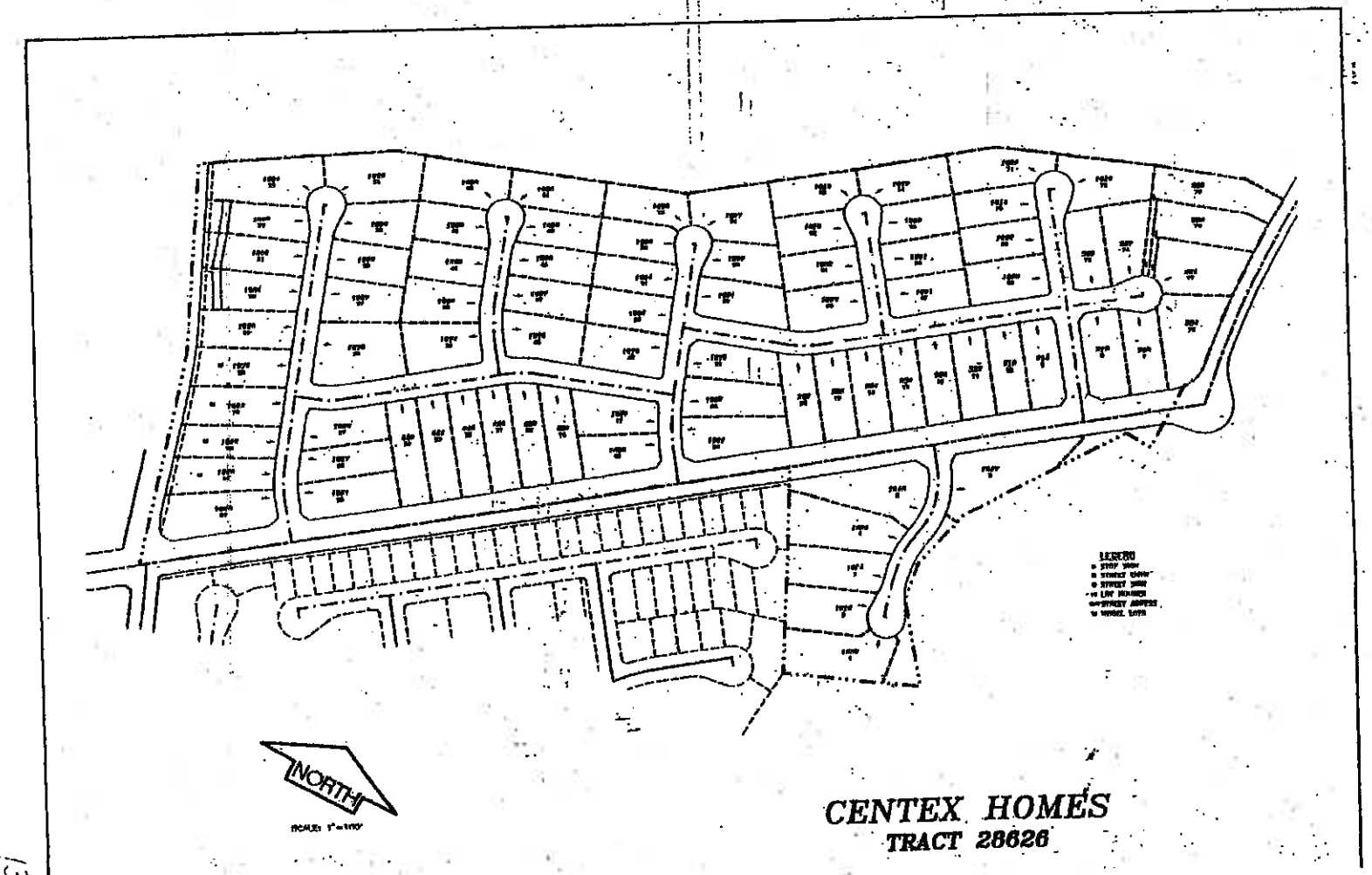
An Assessment Diagram for the Assessment District is on file in the office of the City Clerk. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of Riverside, for the year when this Report was prepared, and are incorporated by reference herein and made a part of this Report. A reduced scale map depicting the assessment diagram is attached hereto. Also attached as Exhibit "A' is the Legal Description of Assessment District.

EXHIBIT A

LEGAL DESCRIPTION
LANDSCAPE MAINTENANCE DISTRICT NO. 3 (CENTEX – TRACT 28626)

That certain real property situated in the City of Norco, County of Riverside, State of California, more particularly described as follows:

Lots 1 through 82 inclusive, of Tract No. 28626 in the City of Norco, County of Riverside, State of California, as per map recorded in Book 295, Pages 46 through 53, inclusive, of Maps in the Office of the County Recorder of Said County.


NORTH
CENTEX HOMES
TRACT 28626

PART D

ASSESSMENT

WHEREAS, on April 18, 2001, the City Council of the City of Norco, California, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the California Streets and Highways Code (the "Act") adopted its Resolution of the City Council of the City of Norco Initiating Proceedings for the Formation for a Maintenance Assessment District and thereafter formed Landscape Maintenance District No. 3 (Centex – Tract 28626) (the "District") as more particularly described in said proceedings; and

WHEREAS, said resolution directed the undersigned to prepare and file a report pursuant to Section 22565, et seq., of said Act;

WHEREAS, at this time, this City Council is desirous to provide for the annual levy of assessments for the territory within the District for the next ensuing fiscal year, to provide for the costs and expenses necessary for continual maintenance of improvements within said District; and

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under said Act and the order of the City Council of said City, hereby makes the following assessment to cover the portion of the estimated cost of the maintenance of said improvements and the costs and expenses incidental thereto to be paid by said District.

The amount to be paid for the maintenance of said improvement, and the expenses incidental thereto, are as follows:

	(1) (2) As Filed	(3) As Preliminarily Approved	As Finally Approved
Cost of Maintenance	$ 62,929.00	$ 62,929.00	$
Incidental Expenses	$ 16,837.00	$ 16,837.00	$
Operating Contingency/Reserve	$ 2,518.00	$ 2,518.00	$
Total Cost	$ 82,284.00	$ 82,284.00	$
Surplus or (Deficit) from Previous Fiscal Year	$ (4,882.56)	$ (4,882.56)	$
NET TO BE ASSESSED FOR FISCAL YEAR 2016-2017	$ 77,401.44	$ 77,401.44	$

The total annual levy of assessments hereunder may be increased annually by an amount not to exceed the increase in the consumer price index applicable to the City of Norco. In no case may the increase exceed the actual cost of providing the services rendered within and pursuant to the District. The annual CPI ending March 31, 2016 was 1.7%. The application of this CPI will increase the per parcel assessment from $928.14 to $943.92 for a District wide levy of $77,401.44.

The 1972 Act requires that a special fund be set up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purposes as stated herein. A contribution to the District by the City may be made to reduce assessments, as

the City Council deems appropriate. Any balance remaining on July 1 must be carried over to the next fiscal year. The estimated fund balance for fiscal year ending June 30, 2016 is $72,161.00.

As required by said Act, a diagram is hereto attached showing the exterior boundaries of said District. The lines and dimensions of each lot or parcel of land within the said District as the same existed at the time of the passage of said resolution are as shown on the maps of the County Assessor of the County of Riverside. Reference is hereby made to said maps and said maps shall govern for all details concerning the lines and dimensions of such lots and parcels.

I do hereby assess the net amount to be assessed upon all assessable lots or parcels of land within said District by apportioning that amount among the several lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the maintenance of said improvements, and more particularly set forth in the list hereto attached and by reference made a part hereof.

Said assessment is made upon the several lots or parcels of land within the District in proportion to the estimated benefits to be received by said lots or parcels, respectively, from the maintenance of said improvements. The diagram and the assessor's map are the documents to which reference is hereby made for a more particular description of said property.

Each lot or parcel of land assessed is described in the assessment list by reference to its parcel number as shown on the Assessor's Maps of the County of Riverside for the Fiscal Year 2015-2016 and includes all of such parcel. For a more particular description of said property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of said County.

City of Norco

Dated: _____, 2016

_____
Dominic C. Milano, P.E.
City Engineer

EXHIBIT B

METHOD AND FORMULA OF ASSESSMENT SPREAD

The law requires and the statutes provide that assessments, as levied pursuant to the provisions of the "Landscaping and Lighting Act of 1972," must be based on the benefit that the properties receive from the works of improvement. The statute does not specify the method or formula that should be used in any special assessment district proceedings. The Assessment Engineer is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation. For these proceedings, the City has based its determination on standard assessment practices utilized by consulting civil engineers with a background of experience in the design of such works of improvement and experience in the completion of assessment district formation projects.

IDENTIFYING THE BENEFIT

First of all, it is necessary to identify the benefit that the public improvement will render to the properties within the Assessment District. The landscaping, irrigation, and equestrian trails have been designed and will be constructed for the benefit of enhanced aesthetics and neighborhood identity for all properties within the Assessment District.

APPORTIONMENT OF COSTS

In further making the analysis, it is necessary that the property owners receive a special and direct benefit distinguished from that of the general public. In this case, several factors are being used in the final method and spread and assessment.

The individual parcels of land within the Assessment District are currently developed or have the potential for development to single family residential units. The proposed improvements are designed to enhance the appearance and appeal of the District and all of the parcels within. The improvements will provide a sense of neighborhood identity for the District. As such, each parcel will benefit equally from the proposed improvements.

In conclusion, it is my opinion that the assessments for the referenced Assessment District have been spread in direct accordance with the benefits that each parcel receives from the works of improvements.

LIST OF ASSESSMENTS
LANDSCAPE MAINTENANCE DISTRICT NO. 3 (CENTEX – TRACT 28626)
FISCAL YEAR 2016-2017

Lot No.	As Preliminarily Approved	As Finally Confirmed and Recorded	Lot No.	As Preliminarily Approved	As Finally Confirmed and Recorded
1	$943.92		45	$943.92	
2	$943.92		46	$943.92	
3	$943.92		47	$943.92	
4	$943.92		48	$943.92	
5	$943.92		49	$943.92	
6	$943.92		50	$943.92	
7	$943.92		51	$943.92	
8	$943.92		52	$943.92	
9	$943.92		53	$943.92	
10	$943.92		54	$943.92	
11	$943.92		55	$943.92	
12	$943.92		56	$943.92	
13	$943.92		57	$943.92	
14	$943.92		58	$943.92	
15	$943.92		59	$943.92	
16	$943.92		60	$943.92	
17	$943.92		61	$943.92	
18	$943.92		62	$943.92	
19	$943.92		63	$943.92	
20	$943.92		64	$943.92	
21	$943.92		65	$943.92	
22	$943.92		66	$943.92	
23	$943.92		67	$943.92	
24	$943.92		68	$943.92	
25	$943.92		69	$943.92	
26	$943.92		70	$943.92	
27	$943.92		71	$943.92	
28	$943.92		72	$943.92	
29	$943.92		73	$943.92	
30	$943.92		74	$943.92	
31	$943.92		75	$943.92	
32	$943.92		76	$943.92	
33	$943.92		77	$943.92	
34	$943.92		78	$943.92	
35	$943.92		79	$943.92	
36	$943.92		80	$943.92	
37	$943.92		81	$943.92	
38	$943.92		82	$943.92	
39	$943.92				
40	$943.92				
41	$943.92				
42	$943.92				
43	$943.92				
44	$943.92				

TOTAL PARCELS TO BE ASSESSED: 82
TOTAL TO BE ASSESSED: $ 77,401.44

ENGINEER'S REPORT

FOR

LANDSCAPE MAINTENANCE DISTRICT NO. 5 (HAWK'S CREST)

FISCAL YEAR 2016-2017

PREPARED FOR THE

CITY OF NORCO

RIVERSIDE COUNTY, CALIFORNIA

PREPARED BY:

DOMINIC C. MILANO, P.E.

CITY ENGINEER

ENGINEER'S REPORT
CITY OF NORCO

LANDSCAPE MAINTENANCE DISTRICT NO. 5
(HAWK'S CREST – TRACT 30230)
FISCAL YEAR 2016-2017

The undersigned respectfully submits the enclosed report as directed by the City Council.

Date: 06/15, 2016

By: _____
Dominic C. Milano, P.E.
R.C.E. No. 27172
City Engineer

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and Assessment Diagram thereto attached, was filed with me on June 15, 2016.

City Clerk, City of Norco
Riverside County, California

By: _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Norco, California, on _____, 2016.

City Clerk, City of Norco
Riverside County, California

By: _____

FISCAL YEAR 2016-2017
CITY OF NORCO

ENGINEER'S REPORT PREPARED PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972 SECTION 22500 THROUGH 22679 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

Pursuant to Part 2 of Division 15 of the Streets and Highways Code of the State of California, and in accordance with the Resolution of Initiation, being Resolution No. 99-76, adopted by the Council of the City of Norco, State of California, in connection with the proceedings for:

CITY OF NORCO
LANDSCAPING MAINTENANCE DISTRICT NO. 5
(HAWK'S CREST– TRACT 30230)

Hereinafter referred to as the "Assessment District," I, Dominic C. Milano, P.E. authorized representative of the City of Norco, the duly appointed ENGINEER OF WORK, submit herewith the "Report" consisting of four parts as follows:

PART A

Plans and specifications for the improvements are as set forth herein and are on file in the Office of the Clerk of the City.

PART B

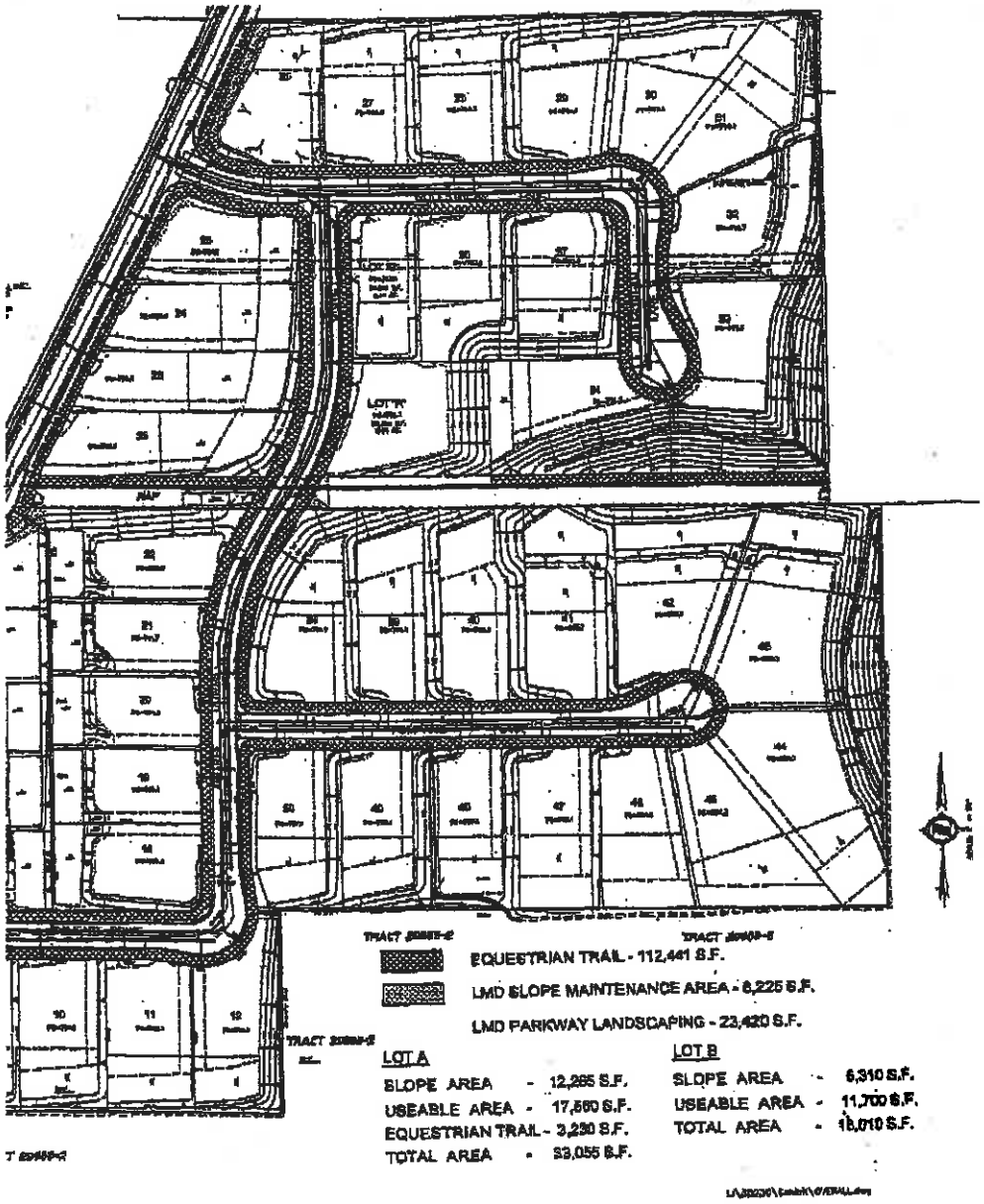
An estimate of cost of the proposed improvements, including incidental costs and expenses in connection therewith, is as set forth herein.

PART C

The Diagram of the Assessment District Boundaries showing the exterior boundaries of the Assessment District, the boundaries of any zones within the Assessment District, and the lines and dimensions of each lot or parcel of land within the Assessment District has been submitted to the Clerk of the City. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of Riverside for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made part of this Report. The legal description of the Assessment District is attached hereto.

PART D

An assessment of the estimated cost of the improvements on each benefited lot or parcel of land within the Assessment District.



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PART A

PLANS AND SPECIFICATIONS

DESCRIPTION OF IMPROVEMENTS FOR THE CITY OF NORCO LANDSCAPE MAINTENANCE DISTRICT NO. 5 (HAWK'S CREST – TRACT 30230) FISCAL YEAR 2016-2017

The improvements are the operation, maintenance, and servicing of landscaping, horse trails, hardscaping, and masonry, and appurtenant facilities including but not limited to personnel, electrical energy, utilities such as water, materials, contracting services, and other items necessary for the satisfactory operation of these services, described as follows:

LANDSCAPING

Landscaping, planting, shrubbery, trees, irrigation, hardscapes, masonry wall surfaces, fencing, fixtures, and appurtenant facilities located within public rights-of-way (parkways), easements (slope and trail) and publicly owned parcels within the boundary of the Assessment District except as specifically excluded.

PART B

ESTIMATE OF COST
LANDSCAPE MAINTENANCE DISTRICT NO. 5 (KB HOME TRACT 30230)
NORCO, CALIFORNIA (FUND NO. 53120)

The estimated costs for the operation, maintenance and servicing of the facilities, shown below, are the estimated costs of maintenance if the facilities were fully maintained for Fiscal Year 2016-2017. The 1972 Act provides that the total cost of the maintenance and services, together with incidental expenses, may be financed from the assessment proceeds. The incidental expenses may include engineering fees, legal fees, printing, mailing, postage, publishing, and all other related costs identified with district proceedings.

Direct Cost		
Contractual Maintenance (34100)		
1 Landscape Maintenance (Park-Flat): includes all pruning, weed and pest control, fertilization, turf care, trash and debris cleanup, irrigation to include maintenance and repair, water cost, electrical cost for controllers, tree trimming up to 15 feet, tree staking, backflow testing, rodent control and plant replacement.	$8,940.00	
2 Arena Maintenance: includes grading & replenishment of DG and maintenance of rail. (Cost included in Item No. 1)		
3 Equestrian Trails: includes minor grading, replacement of wooden posts and rails, and addition of decomposed granite for	$ 7,320.00	
4 Landscape Maintenance (Slope - Park & Arena): includes plant maintenance, weed, and pest control, and debris cleanup.	$ 5,700.00	
5 Slope Maintenance: includes same activities as Item 1 but for exterior slopes along Fifth Street and California Ave. (Cost included in Item No. 4)		
6 Landscape Maintenance (Parkways): includes weeding, feeding of ground cover and maintenance & trimming of street trees. (Cost included in Item No. 4)		
Utilities (33100)		
Water	$ 7,000.00	
Electrical	$ 390.00	
Phone	$ 66.00	
Annual Tree Replacement (32405)	$ -	
Subtotal Direct Cost	$ 29,416.00	$29,416.00
Operating Contingency (7.7 percent max)		$ 2,265.00
Replacement Reserve (2.0 percent max)		$ 588.00
Administrative Costs		
Observation: City Staff to Manage District (30105)	$ 6,752.00	
Engineer's Report (34110)	$ 2,500.00	
City Overhead/Administration (34135)	$ 2,956.00	
Riverside County Admin. Fee (35210)	$ 243.00	
Incidentals (30405)	$ -	
Subtotal Administrative Costs	$12,451	$12,451.00
Operating Reserve		
Annual Capital Project		$0.00
TOTAL ANNUAL BUDGET		$44,720.00

The 1972 Act requires that a special fund to set up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. The City may advance funds to the District, if needed, to ensure adequate cash flow, and will be reimbursed for any such advances upon receipt of assessments. Any surplus or deficit remaining on July 1 must be carried over to the next fiscal year. The estimated fund balance for fiscal year ending June 30, 2016 and cash flow needs are as follows:

Fund Balance		
Estimated Beginning Fund Balance July 1, 2016	$	106,525.00
Estimated Current Year Revenue Surplus	$	.00
Estimated Fund Balance June 30, 2017	$	106,525.00
Estimated Fund Balance Needs:		
Needed for Future Trail Fence Replacement - 10 Years of 15 Year Useful Life	$	59,200.00
2013-2015 Budgeted Trail Fence Replacement Capital Project	$	0.00
6 Months Operating Cash Flow	$	20,934.00
Estimated Needs	$	80,134.00
Estimated Surplus or (Unfunded Needs):	$	26,391.00

Total Replacement Cost for Vinyl Trail Fence (6,840 Lineal Ft @ $13.00/LF)	$	88,920.00
Annual Set-Aside for Budgeted Trail Fence Replacement (15 YR replacement cycle for wood fencing)*	$	5,928.00

* Replacement cycle for vinyl fencing will be 25 years ($3357.00/yr) as wood fencing is replaced with vinyl.

The total annual levy of assessments hereunder may be increased annually by an amount not to exceed the increase in the consumer price index applicable to the City of Norco. In no case may the increase exceed the actual cost of providing the services rendered within and pursuant to the District.

PART C

ASSESSMENT DIAGRAM

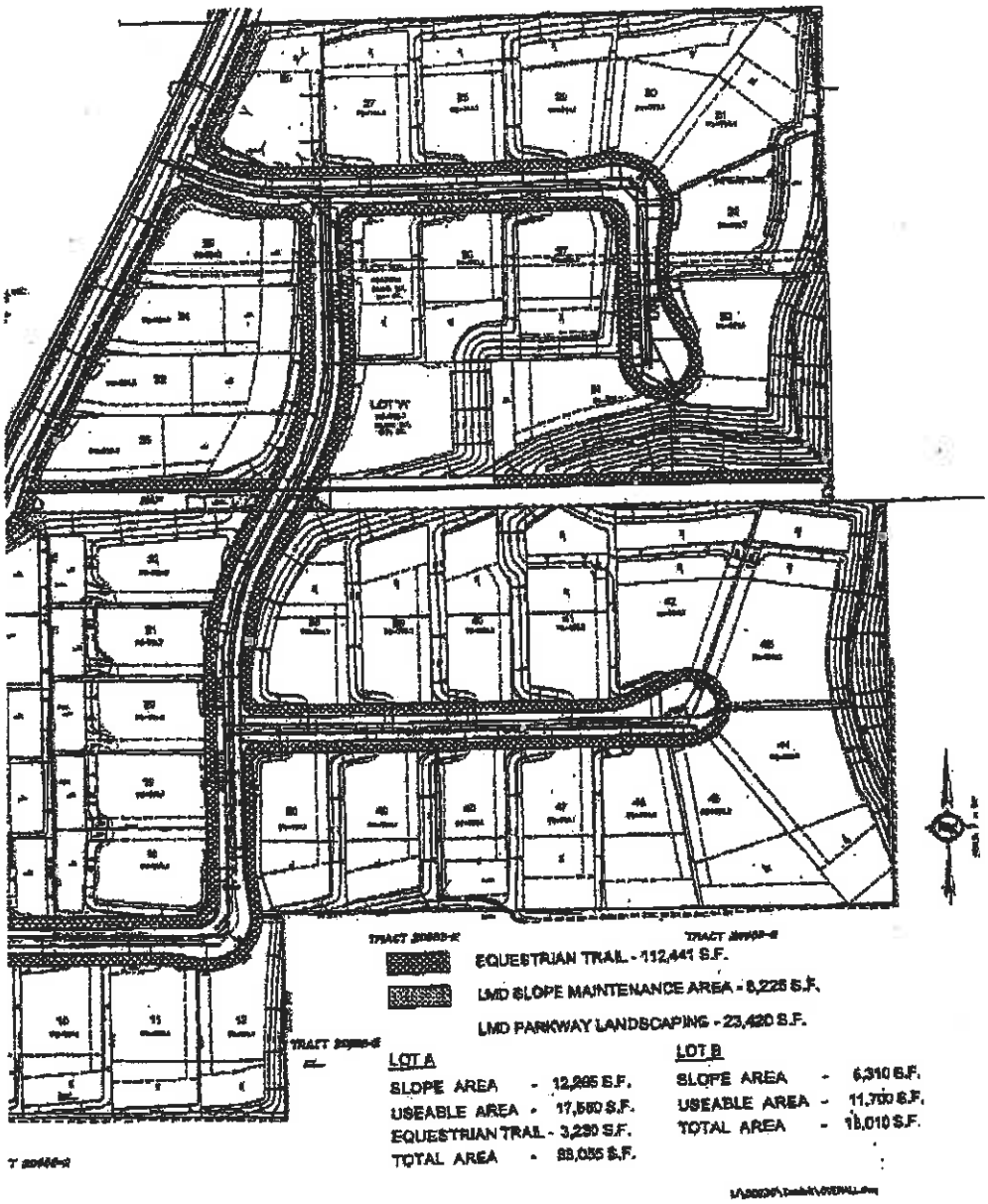
An Assessment Diagram for the Assessment District is on file in the office of the City Clerk. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of Riverside, for the year when this Report was prepared, and are incorporated by reference herein and made a part of this Report. A reduced scale map depicting the assessment diagram is attached hereto. Also attached as Exhibit "A' is the Legal Description of Assessment District.

EXHIBIT A

LEGAL DESCRIPTION
LANDSCAPE MAINTENANCE DISTRICT NO. 5 (HAWK'S CREST)

That certain real property situated in the City of Norco, County of Riverside, State of California, more particularly described as follows:

Lots 1 through 50 inclusive, of Tract No. 30230 in the City of Norco, County of Riverside, State of California, as per map recorded in Book 344, Pages 40 through 45, inclusive, of Maps in the Office of the County Recorder of Said County.



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PART D

ASSESSMENT

WHEREAS, on November 5, 2003, the City Council of the City of Norco, California, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the California Streets and Highways Code (the "Act") adopted its Resolution of the City Council of the City of Norco Initiating Proceedings for the Formation for a Maintenance Assessment District and thereafter formed Landscape Maintenance District No. 5 (Hawk's Crest) (the "District") as more particularly described in said proceedings; and

WHEREAS, said resolution directed the undersigned to prepare and file a report pursuant to Section 22565, et seq., of said Act;

WHEREAS, at this time, this City Council is desirous to provide for the annual levy of assessments for the territory within the District for the next ensuing fiscal year, to provide for the costs and expenses necessary for continual maintenance of improvements within said District; and

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under said Act and the order of the City Council of said City, hereby makes the following assessment to cover the portion of the estimated cost of the maintenance of said improvements and the costs and expenses incidental thereto to be paid by said District.

The amount to be paid for the maintenance of said improvement, and the expenses incidental thereto, are as follows:

	(1) As Filed	(2) As Preliminarily Approved	(3) As Finally Approved
Cost of Maintenance	$ 29,416.00	$ 29,416.00	$
Incidental Expenses	$ 12,451.00	$ 12,451.00	$
Operating Contingency /Reserve	$ 2,853.00	$ 2,853.00	$
Total Cost	$ 44,720.00	$ 44,720.00	$
Surplus or (Deficit) from Previous Fiscal Year	$ (0.00)	$(0.00)	$
NET TO BE ASSESSED FOR FISCAL YEAR 2016-2017	$ 44,720.00	$ 44,720.00	$

The total annual levy of assessments hereunder may be increased annually by an amount not to exceed the increase in the consumer price index applicable to the City of Norco. In no case may the increase exceed the actual cost of providing the services rendered within and pursuant to the District. The annul CPI ending March 31, 2016 was 1.7%. The application of this CPI will increase the maximum per parcel assessment from $1,029.61 to $1,047.11 for a District wide maximum assessment of $52,355.50 which exceeds the necessary levy of $894.40/parcel, for an assessment need of $44,720.00

The 1972 Act requires that a special fund be set up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purposes as stated herein. A contribution to the District by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance remaining on July 1 must be carried over to the next fiscal year. The estimated fund balance for fiscal year ending June 30, 2016 is $106,525.00.

As required by said Act, a diagram is attached showing the exterior boundaries of said District. The lines and dimensions of each lot or parcel of land within the said District as the same existed at the time of the passage of said resolution are as shown on the maps of the County Assessor of the County of Riverside. Reference is hereby made to said maps and said maps shall govern for all details concerning the lines and dimensions of such lots and parcels.

I do hereby assess the net amount to be assessed upon all assessable lots or parcels of land within said District by apportioning that amount among the several lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the maintenance of said improvements, and more particularly set forth in the list hereto attached and by reference made a part hereof.

Said assessment is made upon the several lots or parcels of land within the District in proportion to the estimated benefits to be received by said lots or parcels, respectively, from the maintenance of said improvements. The diagram and the assessor's map are the documents to which reference is hereby made for a more particular description of said property.

Each lot or parcel of land assessed is described in the assessment list by reference to its parcel number as shown on the Assessor's Maps of the County of Riverside for the Fiscal Year 2015-2016 and includes all of such parcel. For a more particular description of said property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of said County.

City of Norco

Dated: _____, 2016

_____
Dominic C. Milano, P.E.
City Engineer

EXHIBIT B

METHOD AND FORMULA OF ASSESSMENT SPREAD

The law requires and the statutes provide that assessments, as levied pursuant to the provisions of the "Landscaping and Lighting Act of 1972," must be based on the benefit that the properties receive from the works of improvement. The statute does not specify the method or formula that should be used in any special assessment district proceedings. The Assessment Engineer is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation. For these proceedings, the City has based its determination on standard assessment practices utilized by consulting civil engineers with a background of experience in the design of such works of improvement and experience in the completion of assessment district formation projects.

IDENTIFYING THE BENEFIT

First of all, it is necessary to identify the benefit that the public improvement will render to the properties within the Assessment District. The landscaping, irrigation, and equestrian trails have been designed and will be constructed for the benefit of enhanced aesthetics and neighborhood identity for all properties within the Assessment District.

APPORTIONMENT OF COSTS

In further making the analysis, it is necessary that the property owners receive a special and direct benefit distinguished from that of the general public. In this case, several factors are being used in the final method and spread and assessment.

The individual parcels of land within the Assessment District are currently developed or have the potential for development to single family residential units. The proposed improvements are designed to enhance the appearance and appeal of the District and all of the parcels within. The improvements will provide a sense of neighborhood identity for the District. As such, each parcel will benefit equally from the proposed improvements.

In conclusion, it is my opinion that the assessments for the referenced Assessment District have been spread in direct accordance with the benefits that each parcel receives from the works of improvements.

LIST OF ASSESSMENTS
LANDSCAPE MAINTENANCE DISTRICT NO. 5 (HAWK'S CREST – TRACT 30230)
FISCAL YEAR 2016-2017

Lot No.	As Preliminarily Approved	As Finally Confirmed and Recorded	Lot No.	As Preliminarily Approved	As Finally Confirmed and Recorded
1	$894.40		45	$894.40	
2	$894.40		46	$894.40	
3	$894.40		47	$894.40	
4	$894.40		48	$894.40	
5	$894.40		49	$894.40	
6	$894.40		50	$894.40	
7	$894.40				
8	$894.40				
10	$894.40				
11	$894.40				
12	$894.40				
13	$894.40				
14	$894.40				
15	$894.40				
16	$894.40				
17	$894.40				
18	$894.40				
19	$894.40				
20	$894.40				
21	$894.40				
22	$894.40				
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28	$894.40				
29	$894.40				
30	$894.40				
31	$894.40				
32	$894.40				
33	$894.40				
34	$894.40				
35	$894.40				
36	$894.40				
37	$894.40				
38	$894.40				
39	$894.40				
40	$894.40				
41	$894.40				
42	$894.40				
43	$894.40				
44	$894.40				

TOTAL NUMBER OF PARCELS TO BE ASSESSED: 50
TOTAL TO BE ASSESSED: $ 44,720.00

RESOLUTION NO. 2016-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA ORDERING THE CONTINUATION OF A LANDSCAPING MAINTENANCE DISTRICT AND CONFIRMING A DIAGRAM AND ASSESSMENT AND PROVIDING FOR ANNUAL ASSESSMENT LEVY

WHEREAS, the City Council of the City of Norco, California, has initiated proceedings for the continuation of a Landscape Maintenance District and the annual levy of said assessments for said District pursuant to the terms and provisions of the "Landscaping and Street Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California, in a district known and designated as:

CITY OF NORCO
LANDSCAPING MAINTENANCE DISTRICT NO. 1 (BEAZER, TRACT 28765)

(hereinafter referred to as the "District"); and

WHEREAS, the City Council has ordered the preparation of a report and the City Engineer has prepared and filed with this City Council a report pursuant to law for its consideration and subsequently thereto this City Council did adopt its Resolution of Intent to levy and collect assessments for the next ensuing fiscal year relating to the above-referenced District, and further did proceed to give notice of the time and place for a Public Hearing on all matters relating thereto; and,

WHEREAS, at this time this City Council has heard all testimony and evidence, has tabulated all protests received, and desires to proceed with the annual levy of assessments.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1: That the above recitals are all true and correct.

SECTION 2: That upon conclusion of the Public Hearing, protests submitted in opposition to continuation of the District filed, and not withdrawn, did not represent property owners more than 50 percent of the area of assessable land within the District, and all protests are overruled and denied.

SECTION 3: That this City Council hereby confirms the diagram and assessment as submitted and orders the annual levy of the assessment for the fiscal year and in the amounts as set forth in the Engineer's Report and as referred to in the Resolution of Intent as previously adopted relating to said annual assessment levy.

SECTION 4: That the diagram and assessment as set forth and contained in said Report are hereby confirmed and adopted by this City Council.

SECTION 5: That the adoption of this Resolution constitutes the levy of the assessment for the fiscal year.

SECTION 6: That the estimates of costs, the assessment diagram, the assessments and all other matters, as set forth in the Engineer's Report, pursuant to said "Landscaping and Street Lighting Act of 1972", as submitted, are hereby approved, adopted by this City Council and hereby confirmed.

SECTION 7: That the maintenance works and/or improvements are contemplated by the Resolution of Intent shall be performed pursuant to law and the County Auditor shall enter on the County Assessment Roll the amount of the assessment and said assessment shall then be collected at the same time and in the same manner that County taxes are collected. After collection by said County, the net amount of the assessment shall be paid to the City Treasurer of said City.

SECTION 8: That the City Treasurer has previously established a special fund known as the CITY OF NORCO LANDSCAPING MAINTENANCE DISTRICT NO. 1, (BEAZER, TRACT NO. 28765) into which the City Treasurer shall place all monies collected by the Tax Collector pursuant to the provisions of this Resolution and law and including any surplus amounts in those funds established for the existing Districts and said transfer shall be made and accomplished soon as said monies have been made available to said City Treasurer.

SECTION 9: That the City Engineer is hereby ordered and directed to file a certified copy of the diagram and assessment roll with the County Auditor, together with a certified copy of this Resolution upon its adoption.

SECTION 10: That a certified copy of the assessment and diagram shall be filed in the office of the City Engineer, with a duplicate copy on file in the Office of the City Clerk and open for public inspection.

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

_____
Mayor of the City of Norco, California

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 Resolution was adopted by the City Council of the City of Norco, California, at a regular meeting thereof held on July 20, 2016, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand affixed the official seal of the City of Norco, California, held on July 20, 2016.

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

RESOLUTION NO. 2016- 48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO ORDERING THE CONTINUATION OF A LANDSCAPING MAINTENANCE DISTRICT AND CONFIRMING A DIAGRAM AND ASSESSMENT AND PROVIDING FOR ANNUAL ASSESSMENT LEVY

WHEREAS, The City Council has initiated proceedings for the continuation of a Landscaping Maintenance District and the annual levy of assessments for said District pursuant to the terms and provision of the "Landscaping and Street Lighting Act of 1972," being Part 2 of Division 15 of the Streets and Highways Code of the State of California, in a district known and designated as:

CITY OF NORCO
LANDSCAPING MAINTENANCE DISTRICT NO. 2
(WESTERN PACIFIC, TRACT 25779)

WHEREAS, the City Council has ordered the preparation of a report and the City Engineer has prepared and filed with this City Council a report pursuant to law for its consideration and subsequently thereto this City Council did adopt its Resolution of Intention to levy and collect assessments for the next ensuing fiscal year relating to the above-referenced District, and further did proceed to give notice of the time and place for a Public Hearing on all matters relating thereto; and,

WHEREAS, at this time, this City Council has heard all testimony and evidence, has tabulated all protests received, and desires to proceed with the annual levy of assessments.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. That the above-recitals are all true and correct.

SECTION 2. That upon the conclusion of the Public Hearing, protests submitted in opposition to continuation of the District filed, and not withdrawn, did not represent property owners owning more than fifty percent (50%) of the area of assessable land within the District, and all protests are overruled and denied.

SECTION 3. That this City Council hereby confirms the diagram and assessment as submitted and orders the annual levy of the assessment for the fiscal year and in the amounts as set forth in the Engineer's Report and as referred to in the Resolution of Intention as previously adopted relating to said annual assessment levy.

SECTION 4. That the diagram and assessment as set forth and contained in said Report are hereby confirmed and adopted by this City Council.

SECTION 5. That the adoption of this Resolution constitutes the levy of the assessment for the fiscal year.

SECTION 6. That the estimates of costs, the assessment diagram, the assessments and all other matters, as set forth in Engineer's "Report," pursuant to said "Landscaping and Street Lighting Act of 1972," as submitted, are hereby approved, adopted by this City Council and hereby confirmed.

SECTION 7. That the maintenance works and/or improvements contemplated by the Resolution of Intention shall be performed pursuant to law and the County Auditor shall enter on the County Assessment Roll the amount of the assessment and said assessment shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by said County, the net amount of the assessment shall be paid to the City Treasurer of said City.

SECTION 8. That the City Treasurer has previously established a special fund known as the CITY OF NORCO LANDSCAPING MAINTENANCE DISTRICT NO. 2, (WESTERN PACIFIC, TRACT 25779) into which the City Treasurer shall place all monies collected by the Tax Collector pursuant to the provisions of this Resolution and law and including any surplus amounts in those funds established for the existing Districts and said transfer shall be made and accomplished as soon as said monies have been made available to said City Treasurer.

SECTION 9. That the City Engineer is hereby ordered and directed to file a certified copy of the diagram and assessment roll with the County Auditor, together with a certified copy of this Resolution upon its adoption.

SECTION 10. That a certified copy of the assessment and diagram shall be filed in the office of the City Engineer, with a duplicate copy on file in the Office of the City Clerk and open for public inspection.

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

_____
Mayor of the City of Norco, California

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 Resolution was regularly introduced and adopted by the City Council of the City of Norco, California, at a regular meeting thereof held on July 20, 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 20, 2016.

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

RESOLUTION NO. 2016-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA ORDERING THE CONTINUATION OF A LANDSCAPING MAINTENANCE DISTRICT AND CONFIRMING A DIAGRAM AND ASSESSMENT AND PROVIDING FOR ANNUAL ASSESSMENT LEVY

WHEREAS, the City Council of the City of Norco, California, has initiated proceedings for the continuation of a Landscape Maintenance District and the annual levy of said assessments for said District pursuant to the terms and provisions of the "Landscaping and Street Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California, in a district known and designated as:

CITY OF NORCO
LANDSCAPING MAINTENANCE DISTRICT NO. 3
(CENTEX, TRACT 28626)

(hereinafter referred to as the "District"); and

WHEREAS, the City Council has ordered the preparation of a report and the City Engineer has prepared and filed with this City Council a report pursuant to law for its consideration and subsequently thereto this City Council did adopt its Resolution of Intent to levy and collect assessments for the next ensuing fiscal year relating to the above-referenced District, and further did proceed to give notice of the time and place for a Public Hearing on all matters relating thereto; and,

WHEREAS, at this time this City Council has heard all testimony and evidence, has tabulated all protests received, and desires to proceed with the annual levy of assessments.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1: That the above recitals are all true and correct.

SECTION 2: That upon conclusion of the Public Hearing, protests submitted in opposition to continuation of the District filed, and not withdrawn, did not represent property owners more than 50 percent of the area of assessable land within the District, and all protests are overruled and denied.

SECTION 3: That this City Council hereby confirms the diagram and assessment as submitted and orders the annual levy of the assessment for the fiscal year and in the amounts as set forth in the Engineer's Report and as referred to in the Resolution of Intent as previously adopted relating to said annual assessment levy.

SECTION 4: That the diagram and assessment as set forth and contained in said Report are hereby confirmed and adopted by this City Council.

SECTION 5: That the adoption of this Resolution constitutes the levy of the assessment for the fiscal year.

SECTION 6: That the estimates of costs, the assessment diagram, the assessments and all other matters, as set forth in the Engineer's Report, pursuant to said "Landscaping and Street Lighting Act of 1972", as submitted, are hereby approved, adopted by this City Council and hereby confirmed.

SECTION 7: That the maintenance works and/or improvements are contemplated by the Resolution of Intent shall be performed pursuant to law and the County Auditor shall enter on the County Assessment Roll the amount of the assessment and said assessment shall then be collected at the same time and in the same manner that County taxes are collected. After collection by said County, the net amount of the assessment shall be paid to the City Treasurer of said City.

SECTION 8: That the City Treasurer has previously established a special fund known as the CITY OF NORCO LANDSCAPING MAINTENANCE DISTRICT NO. 3, (CENTEX, TRACT NO. 28626) into which the City Treasurer shall place all monies collected by the Tax Collector pursuant to the provisions of this Resolution and law and including any surplus amounts in those funds established for the existing Districts and said transfer shall be made and accomplished soon as said monies have been made available to said City Treasurer.

SECTION 9: That the City Engineer is hereby ordered and directed to file a certified copy of the diagram and assessment roll with the County Auditor, together with a certified copy of this Resolution upon its adoption.

SECTION 10: That a certified copy of the assessment and diagram shall be filed in the office of the City Engineer, with a duplicate copy on file in the Office of the City Clerk and open for public inspection.

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

_____
Mayor of the City of Norco, California

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 Resolution was adopted by the City Council of the City of Norco, California, at a regular meeting thereof held on July 20, 2016, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand affixed the official seal of the City of Norco, California, held on July 20, 2016.

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

RESOLUTION NO. 2016-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA ORDERING THE CONTINUATION OF A LANDSCAPING MAINTENANCE DISTRICT AND CONFIRMING A DIAGRAM AND ASSESSMENT AND PROVIDING FOR ANNUAL ASSESSMENT LEVY

WHEREAS, the City Council of the City of Norco, California, has initiated proceedings for the continuation of a Landscape Maintenance District and the annual levy of said assessments for said District pursuant to the terms and provisions of the "Landscaping and Street Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California, in a district known and designated as:

CITY OF NORCO
LANDSCAPING MAINTENANCE DISTRICT NO. 5
(HAWKS CREST – KB HOME)

(hereinafter referred to as the "District"); and

WHEREAS, the City Council has ordered the preparation of a report and the City Engineer has prepared and filed with this City Council a report pursuant to law for its consideration and subsequently thereto this City Council did adopt its Resolution of Intent to levy and collect assessments for the next ensuing fiscal year relating to the above-referenced District, and further did proceed to give notice of the time and place for a Public Hearing on all matters relating thereto; and,

WHEREAS, at this time this City Council has heard all testimony and evidence, has tabulated all protests received, and desires to proceed with the annual levy of assessments.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1: That the above recitals are all true and correct.

SECTION 2: That upon conclusion of the Public Hearing, protests submitted in opposition to continuation of the District filed, and not withdrawn, did not represent property owners more than 50 percent of the area of assessable land within the District, and all protests are overruled and denied.

SECTION 3: That this City Council hereby confirms the diagram and assessment as submitted and orders the annual levy of the assessment for the fiscal year and in the amounts as set forth in the Engineer's Report and as referred to in the Resolution of Intent as previously adopted relating to said annual assessment levy.

SECTION 4: That the diagram and assessment as set forth and contained in said Report are hereby confirmed and adopted by this City Council.

SECTION 5: That the adoption of this Resolution constitutes the levy of the assessment for the fiscal year.

SECTION 6: That the estimates of costs, the assessment diagram, the assessments and all other matters, as set forth in the Engineer's Report, pursuant to said "Landscaping and Street Lighting Act of 1972", as submitted, are hereby approved, adopted by this City Council and hereby confirmed.

SECTION 7: That the maintenance works and/or improvements are contemplated by the Resolution of Intent shall be performed pursuant to law and the County Auditor shall enter on the County Assessment Roll the amount of the assessment and said assessment shall then be collected at the same time and in the same manner that County taxes are collected. After collection by said County, the net amount of the assessment shall be paid to the City Treasurer of said City.

SECTION 8: That the City Treasurer has previously established a special fund known as the CITY OF NORCO LANDSCAPING MAINTENANCE DISTRICT NO. 5, (HAWKS CREST – KB HOME) into which the City Treasurer shall place all monies collected by the Tax Collector pursuant to the provisions of this Resolution and law and including any surplus amounts in those funds established for the existing Districts and said transfer shall be made and accomplished soon as said monies have been made available to said City Treasurer.

SECTION 9: That the City Engineer is hereby ordered and directed to file a certified copy of the diagram and assessment roll with the County Auditor, together with a certified copy of this Resolution upon its adoption.

SECTION 10: That a certified copy of the assessment and diagram shall be filed in the office of the City Engineer, with a duplicate copy on file in the Office of the City Clerk and open for public inspection.

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

_____
Mayor of the City of Norco, California

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 Resolution was adopted by the City Council of the City of Norco, California, at a regular meeting thereof held on July 20, 2016, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand affixed the official seal of the City of Norco, California, held on July 20, 2016.

_____
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

PREPARED BY: Dominic C. Milano, City Engineer

DATE: July 20, 2016

SUBJECT: A Hearing Ordering the Continuation of Landscape Maintenance Districts and Confirming a Diagram and Assessment and Providing for an Annual Assessment Levy for District No. 4 – Norco Ridge Ranch, Tract 29588 and 29589

Resolution No. 2016-51, (Norco Ridge Ranch), Ordering the Continuation of a Landscaping Maintenance District and Confirming a Diagram and Assessment and Providing for Annual Assessment Levy.

RECOMMENDATION: That the City Council open the Public Hearing, discuss the options for the utility overcharge, and if no more than 50 percent of the property owners within the District protest, it would be appropriate to adopt **Resolution No. 2016-51,** (Norco Ridge Ranch), Ordering the Continuation of a Landscaping Maintenance District and Confirming a Diagram and Assessment and Providing for Annual Assessment Levy.

SUMMARY: The Landscaping and Lighting Act of 1972 requires that an Engineer's Report for existing landscape maintenance districts (LMDs) must be reviewed and approved annually to continue assessments for the districts. The formation of the four districts allow for an annual increase not to exceed the Consumer Price Index (CPI). The CPI ending March 31, 2016 adjustment per parcel assessment in all districts is 1.7%.

The Engineer's Report includes the estimated fund balance for Fiscal Year ending June 30, 2016 and the cash flow funding needs. The district requires a 6 month cash flow reserve to sustain the District from the beginning of the fiscal year (July 1) until the City receives from the County of Riverside, its first assessment payment, usually in January following the beginning of the Fiscal Year. If the District does not have this reserve, the City would have to cover the cash flow deficit through the General Fund. In addition the "needs" includes a line item establishing a dollar amount to reconstruct the majority of the trail fencing in each District. The "estimated unfunded needs" is the difference

between the "fund balance" and the "needs".

BACKGROUND/ANALYSIS: The following information applies to Landscape Maintenance District No. 4 as designated:

LMD No. 4 – On October 2, 2002, City Council adopted Landscape Maintenance District No. 4 for Tracts 29588 and 29589 (Norco Ridge Ranch) comprised of 557 single-family developed lots, of which 25 lots are receiving only trail maintenance benefits and five other undeveloped lots, for a total of 562 assessable lots. The District was formed to maintain landscaping within certain slopes, irrigated and non-irrigated, fuel modification areas, parkway landscaping, equestrian trails, natural open space and wetlands area. The proposed budget for Fiscal Year 2016-17 is $470,015.00 of which $75,000.00 is for year four of the annual trail fence replacement program. Fiscal Year 2015-16 budget was $492,422.00. The decrease in the budget is due to a major decrease in electrical charges to the District and water savings which exceeds an increase in the Landscape Maintenance Contract. The major decrease in electrical charges is due to an electrical meter being incorrectly charged to the District instead of the Water Fund. With this meter being correctly charged, a yearly electrical savings to the district is approximately $43,600.00. An accounting of this meter charge has be performed to the time the district first started paying for electric charge and it shows that the district was over charged $440,377.00. This report includes different options by which the district will be credited for the overcharge. It should be noted that the twenty-five lots in the Mt. Shasta area are not subject to the credit since they only pay for trail maintenance and not landscape maintenance including water and electrical charges.

With the application of a 1.7% CPI, the maximum per parcel assessment for Fiscal Year 2016-17 will increase from $978.60 to $995.24 per year. At the end of this Fiscal Year (2015-16), it is estimated that the Fund Balance not including the utility overcharge, will be approximately $474,642.00 which includes a trail maintenance reserve ($44,000.00), unspent trail fence capital projects funds ($52,641.00) and $20,000.00 unspent for additional drainage improvement. In order to fund the proposed budget, without the credit of the utility overcharge, a levy of $861.59 per lot ($293.68 per lot for the Mt. Shasta area) would have been needed which is below the maximum of $995.24 ($293.68 for the Mt. Shasta area).

The City Council does have the option of how to credit to the non- Mt. Shasta homes the meter over-charges. Staff is proposing three options in which the district could be credited from the water fund the amount owed the district. Following are the proposed options for the City council consideration:

Option 1: Refund all of the $440,377.00 in Fiscal Year 2016-17 reducing the levy to each of the 537 parcels that paid energy charges from $861.59 to $41.52. The Mount Shasta Homes will have a levy of $293.68.

Option 2: Refund one half of the $440,377.00 ($220,789.00) in Fiscal Year 2016-17 reducing to each of the 537 parcels that paid energy charges from $861.59 to $451.55. In subsequent fiscal years, reduce the levy by $75,000.00 ($70,188.00 in Fiscal Year 19/20) until the balance of the overcharges are paid back. The levy would be reduced by $139.66 for a $75,000 credit and $130.70 for a $70,188.00 credit. No change for the Mount Shasta Homes from Option 1.

Option 3: Refund $75,000.00 per year for five fiscal years with a $65,377.00 refund in year six. A $75,000.00 credit would reduce the per parcel levy by $139.66 for the first five years and $121.75 for the Fiscal Year 2021/22. The levy for Fiscal Year 2016-17 would be reduced from $861.59 to $721.93. The actual levy for the subsequent years would depend on the budget. No changes for the Mount Shasta Homes from Option 1.

Included are three Engineer's Reports for consideration, which reflects these three proposed options which were presented to the City Council at the June 15, 2016 meeting. The City Council does have the option to direct staff to develop other options.

A public meeting was held on June 21, 2016 to discuss with the homeowners in District 4 the options to reimburse the District the electric utility overcharges. The meeting was attended 14 residents representing 11 property owners. At the workshop two additional options were proposed by the homeowners. They were as follows:

Option 4: Return to the property owners the full $820.07 overcharge per parcel, ($440,378.00 total) by City check. The City Attorney has reviewed this option and has the following legal opinions:

- The overpayment is the "property" of the District.
- If returned it must go to the individuals that paid the overpayment, i.e. not necessarily the current property owner.
- The overpayment when returned under this option will be subject to IRS Form "1099" reporting requirements. Tax identification numbers would have to be received by the City from each property owner eligible for refund before the refund is processed.
- The District will cover all expenses associated with processing the refund for the overpayment.

Part B and Part C of what would be in the Engineer's Report is attached if the City Council chose to move forward with this option.

Option 5: Utilize the overpayment to replace trail fencing. While this option had the most support at the workshop, there was no consensus as to whether the trail fence replacement project should be done in one fiscal year (2016/2017) or over two fiscal years 2016/2017 and 2017/2018). Part B and Part C of what would be in the Engineer's Report has been prepared with the assumption that the overpayment amount would be used for trail fence replacement project over two fiscal years

As stipulated in the "Landscaping and Lighting Act of 1972," the continuation of an existing maintenance district assessment has to be reviewed and approved each fiscal year. The attached resolutions provide for the proper continuation of the Districts as well as the assessments. The proposed CPI increases in Landscape Maintenance District will not require a majority protest vote of the property owners since the increase in assessments was allowed for in the formation of the Districts. Included for your information as Exhibit "A" is a summary of the budgets and the levies and the Preliminary Engineer's Reports including the District boundaries, the items of work included in each maintenance district, as well as costs and the per parcel assessments for each District.

Included for your information as Exhibit "A" is a summary of the budgets for the five different options and the levies and the Preliminary Engineer's Reports for Options 1 thru 3 and Parts B and C of the Engineer's Report for the two additional proposed options.

Recommendation: Staff recommends that the members of the City Council approve an Engineer's Report Option Number 5 which would apply the electric utility overcharge towards trail replacement project in the District in Fiscal Years 2016-2017 and 2017-2018. This option was preferred by a majority of the property owners that attended the public meeting on June 21, 2016. Under this option the cash transfer from the Water Fund to this District will be accomplished in two installments over the two fiscal years. The City Council can choose any of the other four (4) remaining options or another option. Adoption of an Engineer's Report is necessary for the continuation of the Landscape Maintenance District assessment to guarantee that landscaping will remain attractive and well maintained.

FINANCIAL IMPACT: None.

Attachments: Exhibit "A"
Engineer's Reports (3)
Parts B & C for Option 4 and 5
Resolutions (1)

EXHIBIT "A"

2016/2017 LMD'S NORCO

District #	2015/16 Budget	2016/17 Budget	Max Allowed Assess/Parcel	Actual Proposed Assess/Parcel	Net Assess	Different (Source)
4	$492,422.00	$470,015.00	$995.24	Option 1*: $41.52	$29,637.00	$470,015.00 Utility Overcharges
				Option 2*: $451.55	$249,826.00	$220,189.00 Utility Overcharges
				Option 3*: $721.93	$398,015.00	$75,000.00 Utility Overcharges
				Option 4*: $861.59	$470,015.00	Utility Overcharge Paid Directly
				Option 5*: $861.59	$470,015.00	Utility Overcharge Used for Trail Fence Replacement

* The Mount Shasta Homes will have a levy of $293.68.

ENGINEER'S REPORT

OPTION #1

FOR

LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 AND 29589)

FISCAL YEAR 2016-2017

PREPARED FOR THE

CITY OF NORCO

RIVERSIDE COUNTY, CALIFORNIA

PREPARED BY:

DOMINIC C. MILANO, P.E.

CITY ENGINEER

ENGINEER'S REPORT
CITY OF NORCO

LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 AND 29589)
FISCAL YEAR 2016-2017

The undersigned respectfully submits the enclosed report as directed by the City Council.

Date: 06/15, 2016

By: _____
Dominic C. Milano, P.E.
R.C.E. No. 27172
City Engineer

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and Assessment Diagram thereto attached, was filed with me on June 15, 2016.

City Clerk, City of Norco
Riverside County, California

By: _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Norco, California, on _____, 2016.

City Clerk, City of Norco
Riverside County, California

By: _____

FISCAL YEAR 2016-2017
CITY OF NORCO

ENGINEER'S REPORT PREPARED PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972 SECTION 22500 THROUGH 22679 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

Pursuant to Part 2 of Division 15 of the Streets and Highways Code of the State of California, and in accordance with the Resolution of Initiation, being Resolution No. No. 98-97 adopted by the Council of the City of Norco, State of California, in connection with the proceedings for:

CITY OF NORCO
LANDSCAPING MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 AND 29589)

Hereinafter referred to as the "Assessment District," I, Dominic C. Milano, P.E. authorized representative of the City of Norco, the duly appointed ENGINEER OF WORK, submit herewith the "Report" consisting of five parts as follows:

PART A – PLANS AND SPECIFICATIONS

Contains a description if the improvements that are to be maintained or serviced by the District.

PART B – ESTIMATE OF COST

Identifies the estimated cost of the services or maintenance to be provided by the District, including incidental costs and expenses in connection herewith.

PART C – METHOD OF APPORTIONMENT

Describes the basis on which the costs have been apportioned to each parcel of land within the Assessment District, in proportion to the estimated benefits to be received by such lots and parcels.

PART D – ASSESSMENT ROLL

Identifies the maximum assessment to be levied on each benefited lot or parcel of land within the Assessment District.

PART E – ASSESSMENT DIAGRAM

The Diagram of the Assessment District Boundaries showing the exterior boundaries of the Assessment District, the boundaries of any zones within the Assessment District, and the lines and dimensions of each lot or parcel of land within the Assessment District has been submitted to the Clerk of the City. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of Riverside for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made part of this Report. The legal description of the Assessment District is attached hereto.

PART A

PLANS AND SPECIFICATIONS

DESCRIPTION OF IMPROVEMENTS FOR THE CITY OF NORCO LANDSCAPE MAINTENANCE DISTRICT NO. 4 (NORCO RIDGE RANCH TRACTS 29588 AND 29589) FISCAL YEAR 2016-2017

The improvements to be maintained and serviced include landscaping as described herein.

Landscaping and Appurtenant Improvements:

Improvements include but are not limited to: landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, fixtures, and appurtenant facilities, in public rights-of-way, parkways, slopes, trails, open space and dedicated easements within the boundaries of said Assessment District. The following are the facilities to be maintained within the District:

Slopes, Parkways and Trails

1. Slope landscaping-non-irrigated (3.78 acres)
2. Slope landscaping-irrigated (13.17 acres)
3. Fuel modification areas (17.66 acres)
4. Parkway landscaping (1.11 acres)
5. Equestrian trails (26.54 acres)

Open Space and Wetlands Areas

1. Natural open space – non-irrigated (384.34 acres)
2. Wetlands area – non-irrigated (13.04 acres)

The District will fund costs in connection with the District maintenance and servicing including, but not limited to, labor, electrical energy, water, materials, contracting services, administration, and other expenses necessary for the satisfactory maintenance and operation of these improvements.

Maintenance means the furnishing of services and materials for the ordinary and usual operation, maintenance and servicing of the landscaping and appurtenant improvements, including repair, removal or replacement of all or part of any of the landscaping or appurtenant improvements; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste, and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Operating and servicing means the furnishing of water for the irrigation of the landscaping, the maintenance of irrigation controllers and appurtenant facilities and the furnishing of telephone services and electric energy, and administration of all aspects of the operation, maintenance and servicing of the improvements.

The plans and specifications for the improvements, showing the general nature, location and the extent of the improvements, are on file in the office of the City Engineer and are by reference herein made a part of this report.

PRELIMINARY BUDGET 2016-2017

PART B
ESTIMATE OF COST
LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH-TRACTS 29588 & 29589)
NORCO, CALIFORNIA

The estimated costs for the operation, maintenance and servicing of the facilities, shown below, are the estimated costs of maintenance if the facilities were fully maintained for Fiscal Year 2016-2017. The 1972 Act provides that the total cost of the maintenance and services, together with incidental expenses, may be financed from the assessment proceeds. The incidental expenses may include engineering fees, legal fees, printing, mailing, postage, publishing, and all other related costs identified with district proceedings.

Direct Cost		
Contractual Maintenance (34105)		
1 Landscape Maintenance	$131,548.00	
Non-Irrigated Slope Landscaping		
Fuel Modification		
Zone B "Irrigated Zone"		
Zone C "Thinning Zone"		
Zone D "Thinning Zone"		
Parkway Landscaping - Park ($599.00/mo)		
2 Natural Open Space	$ 11,000.00	
3 Wetlands Area	$ 5,000.00	
4 Equestrian Trails	$ 72,756.00	
5 Drain Management	$ 20,000.00	
Utilities (33100)		
Water	$ 70,000.00	
Electrical	$ 11,392.00	
Phone	$ 717.00	
Annual Tree Replacement (32405)	$ 5,000.00	
Subtotal Direct Cost	$ 327,413.00	$ 327,413.00
Operating Contingency (5 percent)		$16,371.00
Capital Project: Trail Fence Replacement		$ 75,000.00
Capital Project: Drainage Enhancement		0.00
Administrative Costs		
Observation: City Staff to Manage District (30105)	$ 15,756.00	
Engineer's Report (34110)	$ 3,600.00	
City Overhead/Administration (34135)	$ 30,724.00	
Riverside County Admin. Fees (35210)	$ 401.00	
Incidentals (30405)	$ 750.00	
Subtotal Administrative Costs	$ 51,231.00	$ 51,231.00
Operating Reserve		0.00
TOTAL ANNUAL BUDGET		$ 470,015.00

OPTION 1 (Credit all of Utility Overcharges):

The 1972 Act requires that a special fund to set up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. The City may advance funds to the District, if needed, to ensure adequate cash flow, and will be reimbursed for any such advances upon receipt of assessments. Any surplus or deficit remaining on July 1 must be carried over to the next fiscal year. For fiscal year ending June 30, 2016 the fund balance and cash flow funding needs are as follows:

Fund Balance		
Estimated Ending Fund Balance Before Adjustment July 1, 2016		**$474,842.00**
Adjustment Due to Utility Overcharges		**$440,277.00**
Unencumbered	$798,578.00	
Trail Maintenance Reserve	$44,000.00	
Unspent 2014 Thru 2016 Trail Fence Replacement	$52,641.00	
2014/15 Capital Project Drainage	$20,000.00	
Subtotal July 1, 2016	**$474,842.00**	
Refunded Utility Over Charge	($440,377.00)	
Estimated Surplus 2016/17	$0.00	
2016/17 Trail Fence Replacement Fund	$75,000.00	
Estimated Fund Balance June 30, 2017	**$549,842.00**	**$549,842.00**
Estimated Fund Balance Needs:		
6 Months Operating Cash Flow	$235,008.00	
Capital Projects (Fence)		
Needed for Future Trail Fence Replacement - 10 Years of 15 Year Useful Life	$ 556,610.00	
Total Estimated Needs	**$791,618.00**	**$791,618.00**
Estimated Surplus or (Unfunded Needs): July 1, 2016		$(241,776.00)

Total Replacement Cost for Vinyl Trail Fence (64,224 Lineal Feet @ $13.00/LF)	$ 834,912.00
Annual Set-Aside for Budgeted Trail Fence Replacement (15 YR replacement cycle for existing wood fencing)*	$ 55,661.00

*Replacement cycle for vinyl fencing will be 25 years ($33,397/yr) as wood fencing is replaced.

The City Council at a previous assessment public hearing authorized the construction of drainage improvements generally along driveways to intercept water runoff at locations causing moderate to severe erosion. In Fiscal Year 2011-12, Phase I of the project, was completed at those areas where runoff caused severe erosion. For Fiscal Year 2012-13, Phase II of the project, runoff where moderate erosion was occurring, was undertaken. This project affected 84 locations (83 homes) at a cost of $214,750 (contract amount $218,680). The life expectancy of the now ten year old fencing is twelve to fifteen years. This capital project, which may be broken up into phases, will consist of the replacement of approximately

OPTION 1:

64,224 lineal feet of trail fencing at a 2015 cost of $13.00 per lineal foot for vinyl fencing for a total cost of $834,912.00 with a 25 year life expectancy.

The total annual levy of assessments hereunder may be increased annually by an amount not to exceed the increase in the consumer price index applicable to the City of Norco. In no case may the increase exceed the actual cost of providing the services rendered within and pursuant to the District.

Per Parcel Levy: $41.52 & $293.68

OPTION 1:

PART C

METHOD OF APPORTIONMENT

The law requires and the statutes provide that assessments, as levied pursuant to the provisions of the "Landscaping and Lighting Act of 1972," must be based on the benefit that the properties receive from the works of improvement. The statute does not specify the method or formula that should be used in any special assessment district proceedings. The Assessment Engineer is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation. For these proceedings, the City has based its determination on standard assessment practices utilized by consulting civil engineers with a background of experience in the design of such works of improvement and experience in the completion of assessment district formation projects.

REASON FOR THE ASSESSMENT

The assessment is proposed to be levied to defray the costs of the operation, servicing and maintenance of landscaping and appurtenant improvements within the public rights-of-way, as previously defined herein in Part A of this Report.

APPORTIONMENT OF COSTS

In further making the analysis, it is necessary that the property owners receive a special and direct benefit distinguished from that of the general public. In this case, several factors are being used in the final method and spread and assessment.

The individual parcels of land within the Assessment District are currently developed or have the potential for development to single family residential units. The proposed improvements are designed to enhance the appearance and appeal of the District and all of the parcels within. The improvements will provide a sense of neighborhood identity for the District. As such, each parcel will benefit equally from the proposed improvements.

In conclusion, it is my opinion that the assessments for the referenced Assessment District have been spread in direct accordance with the benefits that each parcel receives from the works of improvements.

The amount to be paid for the maintenance of said improvements, and the expenses incidental thereto, are as follows:

	(1) As Filed	(2) As Preliminarily Approved	(3) As Finally Approved
Cost of Maintenance	$ 327,413.00	$ 327,413.00	$
Capital Project	$ 75,000.00	$ 75,000.00	$
Incidental Expenses	$ 51,281.00	$ 51,281.00	$
Operating Contingency	$ 16,371.00	$ 16,371.00	$
Total Cost	$ 470,015.00	$ 470,015.00	$
Surplus, Overcharge from Previous Year	$ 440,377.00	$ 440,377.00	$
NET TO BE ASSESSED FOR FISCAL YEAR 2016-2017	$ 29,638.00	$ 29,638.00	$

OPTION 1:

The table below provides the assessment apportionment for the various development areas within the Norco Ridge Ranch Specific Plan and shows the maximum annual assessment rate per planned SFR lot. The golf course lots are undeveloped.

Tract Nos.	SFR Lots	Total Assessment Estimate	**Proposed Levy Rate per SFR Lot **
TR 29588,-2,-3,-4,-5	293	$ 12,165.36	$ 41.52/lot
TR 29589-1,-2,-3	239	$ 9,923.28	$ 41.52/lot
TR 29588-1*	25	$ 7,342.00	$ 293.68/lot
Other Assessable Lots	5	$ 207.60	$ 41.52/lot
	562	$ 29,638.24	

*Lots in TR 29588-1 receive only the benefit of trail maintenance. The Subdivision is not contiguous with Norco Ridge Ranch.

**The maximum annual maintenance assessment rates may be increased each year by the annual change in the Consumer Price Index (CPI), during the preceding year ending in March, for All Urban Consumers, for the Los Angeles, Riverside and Orange County areas. The annual CPI ending March 31, 2016 was 1.7.%, for a maximum assessment of $995.24 /lot for those receiving full benefit. The maximum assessment is not being proposed to be levied.

The actual assessments levied in any fiscal year will be as approved by the City Council and may not exceed the maximum assessment rate without receiving property owner approval for the increase.

PART D

ASSESSMENT ROLL

The Assessment Roll is a listing of the proposed assessment for Fiscal Year 2016-2017 apportioned to each lot or parcel, as shown on the last equalized roll of the Assessor of the County of Riverside. The Assessment Roll is provided below and is incorporated herein.

The description of each lot or parcel is part of the records of the Assessor of the County of Riverside and these records are, by reference, made part of this Report.

The following list of parcels will be assessed for landscape maintenance:

LIST OF ASSESSMENTS
LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 & 29589)
FISCAL YEAR 2016-2017

Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded	Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded
1230800150	$41.52		1235100048	$41.52	
1230800194	$0.00		1235100059	$41.52	
1230800226	$0.00	undeveloped	1235100060	$41.52	
1230800248	$0.00	undeveloped	1235100071	$41.52	
1230800282	$41.52		1235100082	$41.52	
1230800303	$0.00	undeveloped	1235100093	$41.52	
1230800325	$0.00	directly bill	1235100103	$41.52	
1230800347	$0.00	Vacant-directly bill	1235100114	$0.00	
1230800358	$0.00	Vacant-directly bill	1235110018	$41.52	
1230800369	$0.00	undeveloped	1235110029	$41.52	
1230800370	$0.00	Golf Course Lot	1235110030	$41.52	
1230800381	$0.00	undeveloped	1235110041	$41.52	
1230800523	$0.00	Golf Course Lot	1235110052	$41.52	
1230800534	$0.00	Golf Course Lot	1235110063	$41.52	
1230800545	$0.00	Vacant-directly bill	1235110074	$41.52	
1230800633	$41.52		1235110085	$41.52	
1230800644	$0.00	Golf Course Lot	1235110096	$41.52	
1230800655	$0.00	Golf Course Lot	1235110106	$41.52	Wetlands
1230800666	$0.00	Golf Course Lot	1235200016	$41.52	
1230800709	$0.00	undeveloped	1235200027	$41.52	
1230800710	$0.00	undeveloped	1235200038	$41.52	
1234500153	$41.52		1235200049	$41.52	
1234500164	$41.52		1235200050	$41.52	
1234500175	$41.52		1235200061	$41.52	
1234500186	$41.52		1235200072	$41.52	
1234500197	$41.52		1235200083	$41.52	
1234500207	$41.52		1235200094	$41.52	
1234500218	$41.52		1235200104	$41.52	
1234500229	$41.52		1235200115	$41.52	
1234500230	$41.52		1235200126	$41.52	
1234500263	$41.52		1235200137	$41.52	
1234500274	$41.52		1235200148	$41.52	
1234500285	$41.52		1235210019	$41.52	
1235000069	$41.52		1235400018	$41.52	
1235000070	$41.52		1235400029	$41.52	
1235000081	$41.52		1235400030	$41.52	
1235000092	$41.52		1235400041	$41.52	
1235000102	$41.52		1235400052	$41.52	
1235000113	$41.52		1235400063	$41.52	
1235000124	$41.52		1235400074	$41.52	
1235000146	$41.52		1235400085	$41.52	
1235000157	$41.52		1235400096	$41.52	
1235000168	$41.52		1235400106	$41.52	
1235000179	$41.52		1235400117	$41.52	
1235000180	$41.52		1235400128	$41.52	
1235100015	$41.52		1235400139	$41.52	
1235100026	$41.52		1235400140	$41.52	
1235100037	$41.52		1235400151	$41.52	

LIST OF ASSESSMENTS
LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 & 29589)
FISCAL YEAR 2016-2017

Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded	Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded
1235400162	$41.52		1235700055	$41.52	
1235400173	$41.52		1235700066	$41.52	
1235400184	$41.52		1235700077	$41.52	
1235400195	$41.52		1235700088	$41.52	
1235400205	$41.52		1235700099	$41.52	
1235400216	$41.52		1235700109	$41.52	
1235400227	$41.52		1235700110	$41.52	
1235500019	$41.52		1235700121	$41.52	
1235500020	$41.52		1235700132	$41.52	
1235500031	$41.52		1235700143	$41.52	
1235500064	$41.52		1235700154	$41.52	
1235500075	$41.52		1235700165	$41.52	
1235500086	$41.52		1235700176	$41.52	
1235500097	$41.52		1235800012	$41.52	
1235500107	$41.52		1235800023	$41.52	
1235500118	$41.52		1235800034	$41.52	
1235500129	$41.52		1235800090	$41.52	
1235500196	$41.52		1235800188	$41.52	
1235500206	$41.52		1235900013	$41.52	
1235510012	$41.52		1235900024	$41.52	
1235510023	$41.52		1235900035	$41.52	
1235510034	$41.52		1235900046	$41.52	
1235510045	$41.52		1235900057	$41.52	
1235510056	$41.52		1235900068	$41.52	
1235600010	$41.52		1235900079	$41.52	
1235600021	$41.52		1235900080	$41.52	
1235600032	$41.52		1235900091	$41.52	
1235600043	$41.52		1235900101	$41.52	
1235600054	$41.52		1235900112	$41.52	
1235600065	$41.52		1235900123	$41.52	
1235600076	$41.52		1235900134	$41.52	
1235600087	$41.52		1235900145	$41.52	
1235600098	$41.52		1235900156	$41.52	
1235600108	$41.52		1235910016	$41.52	
1235600119	$41.52		1235910027	$41.52	
1235600120	$41.52		1235910038	$41.52	
1235610013	$41.52		1235910049	$41.52	
1235610024	$41.52		1235910050	$41.52	
1235610035	$41.52		1235910061	$41.52	
1235610046	$41.52		1235910072	$41.52	
1235610057	$41.52		1235910083	$41.52	
1235610068	$41.52		1235920019	$41.52	
1235610079	$41.52		1235920020	$41.52	
1235700011	$41.52		1235920031	$41.52	
1235700022	$41.52		1236000013	$41.52	
1235700033	$41.52		1236000024	$41.52	
1235700044	$41.52		1236000035	$41.52	
1236000046	$41.52		1236130035	$41.52	

LIST OF ASSESSMENTS
LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 & 29589)
FISCAL YEAR 2016-2017

Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded	Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded
1236000057	$41.52		1236130046	$41.52	
1236000068	$41.52		1236130057	$41.52	
1236000079	$41.52		1236130068	$41.52	
1236000080	$41.52		1236130079	$41.52	
1236000091	$41.52		1236130080	$41.52	
1236000101	$41.52		1236200015	$41.52	
1236000112	$41.52		1236200026	$41.52	
1236000123	$41.52		1236200037	$41.52	
1236000134	$41.52		1236200048	$41.52	
1236000178	$41.52		1236200059	$41.52	
1236000189	$41.52		1236200060	$41.52	
1236000190	$41.52		1236200071	$41.52	
1236000200	$41.52		1236210018	$41.52	
1236000211	$41.52		1236210029	$41.52	
1236000222	$41.52		1236210030	$41.52	
1236000233	$41.52		1236210041	$41.52	
1236020019	$41.52		1236210052	$41.52	
1236020020	$41.52		1236210063	$41.52	
1236020031	$41.52		1236210074	$41.52	
1236020042	$41.52		1236210085	$41.52	
1236020053	$41.52		1236210096	$41.52	
1236020064	$41.52		1236210106	$41.52	
1236020075	$41.52		1236210117	$41.52	
1236020086	$41.52		1236210128	$41.52	
1236020097	$41.52		1236210139	$41.52	
1236020107	$41.52		1236210140	$41.52	
1236020118	$41.52		1236210151	$41.52	
1236100014	$41.52		1236210162	$41.52	
1236100025	$41.52		1236210173	$41.52	
1236110017	$41.52		1236300016	$41.52	
1236110028	$41.52		1236300027	$41.52	
1236110039	$41.52		1236300038	$41.52	
1236120010	$41.52		1236300049	$41.52	
1236120021	$41.52		1236300050	$41.52	
1236120032	$41.52		1236300061	$41.52	
1236120043	$41.52		1236300072	$41.52	
1236120054	$41.52		1236300083	$41.52	
1236120065	$41.52		1236300094	$41.52	
1236120076	$41.52		1236300104	$41.52	
1236120087	$41.52		1236300115	$41.52	
1236120098	$41.52		1236300126	$41.52	
1236120108	$41.52		1236300137	$41.52	
1236120119	$41.52		1236300148	$41.52	
1236120120	$41.52		1236300159	$41.52	
1236130013	$41.52		1236300160	$41.52	
1236130024	$41.52		1236300171	$41.52	
1236300182	$41.52		1236600086	$41.52	
1236300193	$41.52		1236600097	$41.52	

LIST OF ASSESSMENTS
LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 & 29589)
FISCAL YEAR 2016-2017

Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded	Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded
1236300203	$41.52		1236600107	$41.52	
1236300214	$41.52		1236600118	$41.52	
1236300225	$41.52		1236600129	$41.52	
1236300236	$41.52		1236600130	$41.52	
1236400017	$41.52		1236600141	$41.52	
1236400028	$41.52		1236610012	$41.52	
1236400039	$41.52		1236610023	$41.52	
1236400040	$41.52		1236610034	$41.52	
1236400051	$41.52		1236610045	$41.52	
1236400105	$41.52		1236610056	$41.52	
1236400116	$41.52		1236610067	$41.52	
1236400127	$41.52		1236610078	$41.52	
1236400138	$41.52		1236610089	$41.52	
1236400149	$41.52		1236610090	$41.52	
1236400150	$41.52		1236610100	$41.52	
1236400161	$41.52		1236610111	$41.52	
1236400172	$41.52		1236700010	$41.52	
1236400183	$41.52		1236700021	$41.52	
1236400194	$41.52		1236700032	$41.52	
1236400204	$41.52		1236700043	$41.52	
1236400215	$41.52		1236700054	$41.52	
1236500018	$41.52		1236700065	$41.52	
1236500029	$41.52		1236700076	$41.52	
1236500030	$41.52		1236700087	$41.52	
1236500041	$41.52		1236700098	$41.52	
1236500052	$41.52		1236710013	$41.52	
1236500063	$41.52		1236710024	$41.52	
1236500074	$41.52		1236710035	$41.52	
1236500085	$41.52		1236710046	$41.52	
1236500096	$41.52		1236710057	$41.52	
1236500106	$41.52		1236710068	$41.52	
1236500117	$41.52		1236710079	$41.52	
1236500128	$41.52		1236710080	$41.52	
1236500139	$41.52		1236710091	$41.52	
1236500140	$41.52		1236710101	$41.52	
1236510011	$41.52		1236710112	$41.52	
1236510022	$41.52		1236710123	$41.52	
1236510033	$41.52		1236710134	$41.52	
1236600019	$41.52		1236710145	$41.52	
1236600020	$41.52		1236710156	$41.52	
1236600031	$41.52		1236710167	$41.52	
1236600042	$41.52		1235800209	$0.00	Vacant-directly bill
1236600053	$41.52		1235800210	$0.00	Vacant-directly bill
1236600064	$41.52		1682500031	$0.00	undeveloped
1236600075	$41.52		1682500042	$0.00	undeveloped
1682500053	$0.00	undeveloped	1682700011	$41.52	
1682500064	$0.00	undeveloped	1682700022	$41.52	
1682500075	$0.00	undeveloped	1682700033	$41.52	

LIST OF ASSESSMENTS
LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 & 29589)
FISCAL YEAR 2016-2017

Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded
1682500086	$0.00	undeveloped
1682500097	$0.00	undeveloped
1682500107	$0.00	undeveloped
1682500118	$0.00	undeveloped
1682500129	$0.00	undeveloped
1682500130	$0.00	Golf Course Lot
1682500141	$0.00	undeveloped
1682500152	$0.00	undeveloped
1682500163	$0.00	undeveloped
1682500174	$0.00	undeveloped
1682500185	$0.00	Vacant-directly bill
1682500196	$0.00	undeveloped
1682500206	$0.00	undeveloped
1682500217	$0.00	Golf Course Lot
1682500228	$0.00	undeveloped
1682500239	$0.00	undeveloped
1682500240	$0.00	undeveloped
1682500251	$0.00	Vacant-directly bill
1682500262	$0.00	undeveloped
1682500273	$0.00	
1682500284	$0.00	
1682500295	$0.00	undeveloped
1682600010	$41.52	
1682600021	$41.52	
1682600032	$41.52	
1682600043	$41.52	
1682600054	$41.52	
1682600065	$41.52	
1682600076	$41.52	
1682600087	$41.52	
1682600098	$41.52	
1682600108	$41.52	
1682600119	$41.52	
1682600120	$41.52	
1682600131	$41.52	
1682600142	$41.52	
1682600153	$41.52	
1682600164	$41.52	
1682600175	$41.52	
1682600186	$41.52	
1682600197	$41.52	
1682600207	$41.52	
1682600218	$41.52	
1682600229	$41.52	
1682900091	$41.52	
1682900101	$41.52	
1682900112	$41.52	
1682910016	$41.52	

Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded
1682700044	$41.52	
1682700055	$41.52	
1682700066	$41.52	
1682700077	$41.52	
1682700088	$41.52	
1682700099	$41.52	
1682700109	$41.52	
1682700110	$41.52	
1682700121	$41.52	
1682700132	$41.52	
1682700143	$41.52	
1682700154	$41.52	
1682700165	$41.52	
1682710014	$41.52	
1682710025	$41.52	
1682710036	$41.52	
1682710047	$41.52	
1682710058	$41.52	
1682800012	$41.52	
1682800023	$41.52	
1682800034	$41.52	
1682800045	$41.52	
1682800056	$41.52	
1682800067	$41.52	
1682810015	$41.52	
1682810026	$41.52	
1682810037	$41.52	
1682810048	$41.52	
1682810059	$41.52	
1682810060	$41.52	
1682810071	$41.52	
1682810082	$41.52	
1682820018	$41.52	
1682820029	$41.52	
1682820030	$41.52	
1682820041	$41.52	
1682900013	$41.52	
1682900024	$41.52	
1682900035	$41.52	
1682900046	$41.52	
1682900057	$41.52	
1682900068	$41.52	
1682900079	$41.52	
1682900080	$41.52	
1683000321	$41.52	
1683000332	$41.52	
1683000343	$41.52	
1683000354	$41.52	

LIST OF ASSESSMENTS
LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 & 29589)
FISCAL YEAR 2016-2017

Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded	Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded
1682910027	$41.52		1683000365	$41.52	
1682910038	$41.52		1683000376	$41.52	
1682910049	$41.52		1683000387	$41.52	
1682910050	$41.52		1683000398	$41.52	
1682910061	$41.52		1683100014	$41.52	
1682920019	$41.52		1683110017	$41.52	
1682920020	$41.52		1683110028	$41.52	
1682920031	$41.52		1683110039	$41.52	
1682920042	$41.52		1683110040	$41.52	
1682920053	$41.52		1683110051	$41.52	
1682920064	$41.52		1683110062	$41.52	
1682920075	$41.52		1683110073	$41.52	
1683000013	$41.52		1683110084	$41.52	
1683000024	$41.52		1683110095	$41.52	
1683000035	$41.52		1683110105	$41.52	
1683000046	$41.52		1683110116	$41.52	
1683000057	$41.52		1683110127	$41.52	
1683000068	$41.52		1683110138	$41.52	
1683000079	$41.52		1683110149	$41.52	
1683000080	$41.52		1683110150	$41.52	
1683000091	$41.52		1683110161	$41.52	
1683000101	$41.52		1683110172	$41.52	
1683000112	$41.52		1683110183	$41.52	
1683000123	$41.52		1683120010	$41.52	
1683000134	$41.52		1683120021	$41.52	
1683000145	$41.52		1683120032	$41.52	
1683000156	$41.52		1683120043	$41.52	
1683000167	$41.52		1683120054	$41.52	
1683000178	$41.52		1683120065	$41.52	
1683000189	$41.52		1683120076	$41.52	
1683000190	$41.52		1683120087	$41.52	
1683000200	$41.52		1683120098	$0.00	
1683000211	$41.52		1683200015	$41.52	
1683000222	$41.52		1683200026	$41.52	
1683000233	$41.52		1683200037	$41.52	
1683000244	$41.52		1683200048	$41.52	
1683000255	$41.52		1683200059	$41.52	
1683000266	$41.52		1683200060	$41.52	
1683000277	$41.52		1683200071	$41.52	
1683000288	$41.52		1683200082	$41.52	
1683000299	$41.52		1683200093	$41.52	
1683000309	$41.52		1683200103	$41.52	
1683000310	$41.52		1683200114	$41.52	
1683200125	$41.52		1683500131	$293.68	
1683200136	$41.52		1683500141	$293.68	
1683200147	$41.52		1683500151	$293.68	
1683200158	$41.52		1683500161	$293.68	
1683200169	$41.52		1683500171	$293.68	

LIST OF ASSESSMENTS
LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 & 29589)
FISCAL YEAR 2016-2017

Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded
1683200170	$41.52	
1683210018	$41.52	
1683210029	$41.52	
1683210030	$41.52	
1683210041	$41.52	
1683210052	$41.52	
1683210063	$41.52	
1683210074	$41.52	
1683210085	$41.52	
1683210096	$41.52	
1683210106	$41.52	
1683210117	$41.52	
1683210128	$41.52	
1683210139	$41.52	
1683500011	$293.68	
1683500021	$293.68	
1683500031	$293.68	
1683500041	$293.68	
1683500051	$293.68	
1683500061	$293.68	
1683500071	$293.68	
1683500081	$293.68	
1683500091	$293.68	
1683500101	$293.68	
1683500111	$293.68	
1683500121	$293.68	

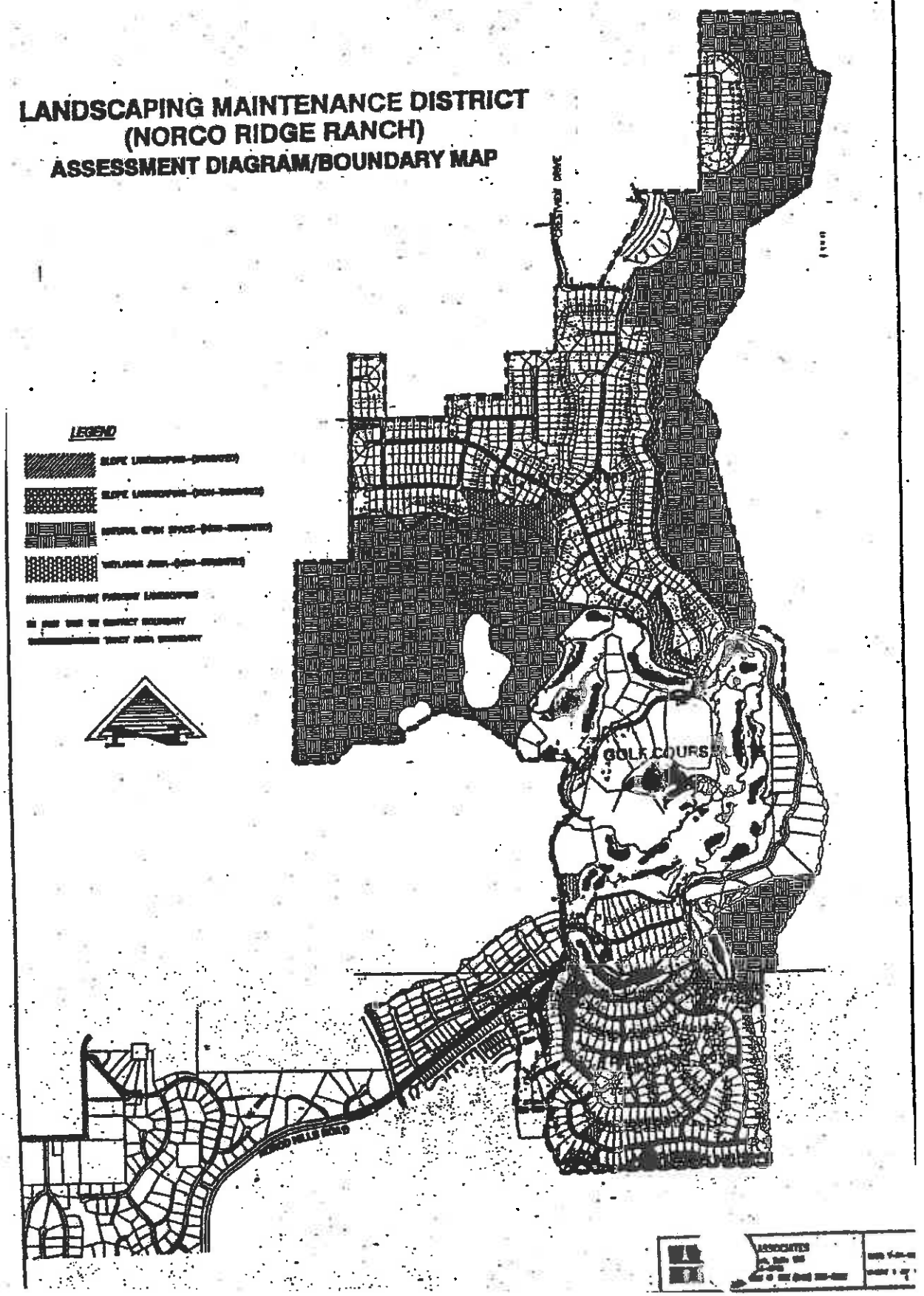
Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded
1683500181	$293.68	
1683500191	$293.68	
1683500201	$293.68	
1683500211	$293.68	
1683500221	$293.68	
1683500231	$293.68	
1683500241	$293.68	
1683500511	$293.68	
TOTAL TO BE ASSESSED:		**$29,638.24**

PART E

ASSESSMENT DIAGRAM

An Assessment Diagram for the Assessment District is on file in the office of the City Engineer. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of Riverside, for the year when this Report was prepared, and are incorporated by reference herein and made part of this Report. A reduced scale map depicting the assessment diagram is attached hereto.

LANDSCAPING MAINTENANCE DISTRICT
(NORCO RIDGE RANCH)
ASSESSMENT DIAGRAM/BOUNDARY MAP



ENGINEER'S REPORT

OPTION #2

FOR

LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 AND 29589)

FISCAL YEAR 2016-2017

PREPARED FOR THE

CITY OF NORCO

RIVERSIDE COUNTY, CALIFORNIA

PREPARED BY:

DOMINIC C. MILANO, P.E.

CITY ENGINEER

ENGINEER'S REPORT
CITY OF NORCO

LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 AND 29589)
FISCAL YEAR 2016-2017

The undersigned respectfully submits the enclosed report as directed by the City Council.

Date: 06/15, 2016

By: _____
Dominic C. Milano, P.E.
R.C.E. No. 27172
City Engineer

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and Assessment Diagram thereto attached, was filed with me on June 15, 2016.

City Clerk, City of Norco
Riverside County, California

By: _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Norco, California, on _____, 2016.

City Clerk, City of Norco
Riverside County, California

By: _____

FISCAL YEAR 2016-2017
CITY OF NORCO

ENGINEER'S REPORT PREPARED PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972 SECTION 22500 THROUGH 22679 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

Pursuant to Part 2 of Division 15 of the Streets and Highways Code of the State of California, and in accordance with the Resolution of Initiation, being Resolution No. No. 98-97 adopted by the Council of the City of Norco, State of California, in connection with the proceedings for:

CITY OF NORCO
LANDSCAPING MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 AND 29589)

Hereinafter referred to as the "Assessment District," I, Dominic C. Milano, P.E. authorized representative of the City of Norco, the duly appointed ENGINEER OF WORK, submit herewith the "Report" consisting of five parts as follows:

PART A – PLANS AND SPECIFICATIONS

Contains a description if the improvements that are to be maintained or serviced by the District.

PART B – ESTIMATE OF COST

Identifies the estimated cost of the services or maintenance to be provided by the District, including incidental costs and expenses in connection herewith.

PART C – METHOD OF APPORTIONMENT

Describes the basis on which the costs have been apportioned to each parcel of land within the Assessment District, in proportion to the estimated benefits to be received by such lots and parcels.

PART D – ASSESSMENT ROLL

Identifies the maximum assessment to be levied on each benefited lot or parcel of land within the Assessment District.

PART E – ASSESSMENT DIAGRAM

The Diagram of the Assessment District Boundaries showing the exterior boundaries of the Assessment District, the boundaries of any zones within the Assessment District, and the lines and dimensions of each lot or parcel of land within the Assessment District has been submitted to the Clerk of the City. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of Riverside for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made part of this Report. The legal description of the Assessment District is attached hereto.

PART A

PLANS AND SPECIFICATIONS

DESCRIPTION OF IMPROVEMENTS FOR THE CITY OF NORCO LANDSCAPE MAINTENANCE DISTRICT NO. 4 (NORCO RIDGE RANCH TRACTS 29588 AND 29589) FISCAL YEAR 2016-2017

The improvements to be maintained and serviced include landscaping as described herein.

Landscaping and Appurtenant Improvements:

Improvements include but are not limited to: landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, fixtures, and appurtenant facilities, in public rights-of-way, parkways, slopes, trails, open space and dedicated easements within the boundaries of said Assessment District. The following are the facilities to be maintained within the District:

Slopes, Parkways and Trails

1. Slope landscaping-non-irrigated (3.78 acres)
2. Slope landscaping-irrigated (13.17 acres)
3. Fuel modification areas (17.66 acres)
4. Parkway landscaping (1.11 acres)
5. Equestrian trails (26.54 acres)

Open Space and Wetlands Areas

1. Natural open space – non-irrigated (384.34 acres)
2. Wetlands area – non-irrigated (13.04 acres)

The District will fund costs in connection with the District maintenance and servicing including, but not limited to, labor, electrical energy, water, materials, contracting services, administration, and other expenses necessary for the satisfactory maintenance and operation of these improvements.

Maintenance means the furnishing of services and materials for the ordinary and usual operation, maintenance and servicing of the landscaping and appurtenant improvements, including repair, removal or replacement of all or part of any of the landscaping or appurtenant improvements; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste, and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Operating and servicing means the furnishing of water for the irrigation of the landscaping, the maintenance of irrigation controllers and appurtenant facilities and the furnishing of telephone services and electric energy, and administration of all aspects of the operation, maintenance and servicing of the improvements.

The plans and specifications for the improvements, showing the general nature, location and the extent of the improvements, are on file in the office of the City Engineer and are by reference herein made a part of this report.

PART B
ESTIMATE OF COST
LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH-TRACTS 29588 & 29589)
NORCO, CALIFORNIA

The estimated costs for the operation, maintenance and servicing of the facilities, shown below, are the estimated costs of maintenance if the facilities were fully maintained for Fiscal Year 2016-2017. The 1972 Act provides that the total cost of the maintenance and services, together with incidental expenses, may be financed from the assessment proceeds. The incidental expenses may include engineering fees, legal fees, printing, mailing, postage, publishing, and all other related costs identified with district proceedings.

Direct Cost		
Contractual Maintenance (34105)		
1 Landscape Maintenance	$131,548.00	
Non-Irrigated Slope Landscaping		
Fuel Modification		
Zone B "Irrigated Zone"		
Zone C "Thinning Zone"		
Zone D "Thinning Zone"		
Parkway Landscaping - Park ($599.00/mo)		
2 Natural Open Space	$ 11,000.00	
3 Wetlands Area	$ 5,000.00	
4 Equestrian Trails	$ 72,756.00	
5 Drain Management	$ 20,000.00	
Utilities (33100)		
Water	$ 70,000.00	
Electrical	$ 11,392.00	
Phone	$ 717.00	
Annual Tree Replacement (32405)	$ 5,000.00	
Subtotal Direct Cost	$ 327,413.00	$ 327,413.00
Operating Contingency (5 percent)		$16,371.00
Capital Project: Trail Fence Replacement		$ 75,000.00
Capital Project: Drainage Enhancement		0.00
Administrative Costs		
Observation: City Staff to Manage District (30105)	$ 15,756.00	
Engineer's Report (34110)	$ 3,600.00	
City Overhead/Administration (34135)	$ 30,724.00	
Riverside County Admin. Fees (35210)	$ 401.00	
Incidentals (30405)	$ 750.00	
Subtotal Administrative Costs	$ 51,231.00	$ 51,231.00
Operating Reserve		0.00
TOTAL ANNUAL BUDGET		$ 470,015.00

OPTION 2 (Credit Half of Utility Overcharges FY 2016-17):

The 1972 Act requires that a special fund to set up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. The City may advance funds to the District, if needed, to ensure adequate cash flow, and will be reimbursed for any such advances upon receipt of assessments. Any surplus or deficit remaining on July 1 must be carried over to the next fiscal year. For fiscal year ending June 30, 2016 the fund balance and cash flow funding needs are as follows:

Fund Balance		
Estimated Ending Fund Balance July 1, 2016		**$474,842.00**
Adjustment Due to Utility Overcharges		**$220,189.00**
Unencumbered	$578,390.00	
Trail Maintenance Reserve	$44,000.00	
Unspent 2014 Thru 2016 Trail Fence Replacement	$52,641.00	
2014/15 Capital Project Drainage	$20,000.00	
Subtotal July 1, 2016	**$474,842.00**	
Refunded Utility Over Charge**	($220,189.00)	
Estimated Surplus 2016/17	$0.00	
2016/17 Trail Fence Replacement Fund	$75,000.00	
Estimated Fund Balance June 30, 2017	**$549,842.00**	**$549,842.00**

Estimated Fund Balance Needs:		
6 Months Operating Cash Flow	$235,008.00	
Capital Projects (Fence)		
Needed for Future Trail Fence Replacement - 10 Years of 15 Year Useful Life	$ 556,610.00	
Total Estimated Needs	**$ 791,618.00**	$791,618.00

Estimated Surplus or (Unfunded Needs): July 1, 2016	$(241,776.00)

Total Replacement Cost for Vinyl Trail Fence (64,224 Lineal Feet @ $13.00/LF)	$	834,912.00
Annual Set-Aside for Budgeted Trail Fence Replacement (15 YR replacement cycle for existing wood fencing)*	$	55,661.00

*Replacement cycle for vinyl fencing will be 25 years ($33,397/yr) as wood fencing is replaced.

** One half of the utility overcharge credited at the end of fiscal year 2015/16. At the end of each of the fiscal years, 2016/17 and 2017/18 $75,000.00 will be credited. At the end of fiscal year 2018/19 $70,188.00 will be credited for a four year total of $440,377.00.

The City Council at a previous assessment public hearing authorized the construction of drainage improvements generally along driveways to intercept water runoff at locations causing moderate to severe erosion. In Fiscal Year 2011-12, Phase I of the project, was completed at those areas where runoff caused severe erosion. For Fiscal Year 2012-13,

OPTION 2:

Phase II of the project, runoff where moderate erosion was occurring, was undertaken. This project affected 84 locations (83 homes) at a cost of $214,750 (contract amount $218,680). The life expectancy of the now ten year old fencing is twelve to fifteen years. This capital project, which may be broken up into phases, will consist of the replacement of approximately 64,224 lineal feet of trail fencing at a 2015 cost of $13.00 per lineal foot for vinyl fencing for a total cost of $834,912.00 with a 25 year life expectancy.

The total annual levy of assessments hereunder may be increased annually by an amount not to exceed the increase in the consumer price index applicable to the City of Norco. In no case may the increase exceed the actual cost of providing the services rendered within and pursuant to the District.

Per Parcel Levy: $451.55 & $293.68

OPTION 2:

PART C

METHOD OF APPORTIONMENT

The law requires and the statutes provide that assessments, as levied pursuant to the provisions of the "Landscaping and Lighting Act of 1972," must be based on the benefit that the properties receive from the works of improvement. The statute does not specify the method or formula that should be used in any special assessment district proceedings. The Assessment Engineer is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation. For these proceedings, the City has based its determination on standard assessment practices utilized by consulting civil engineers with a background of experience in the design of such works of improvement and experience in the completion of assessment district formation projects.

REASON FOR THE ASSESSMENT

The assessment is proposed to be levied to defray the costs of the operation, servicing and maintenance of landscaping and appurtenant improvements within the public rights-of-way, as previously defined herein in Part A of this Report.

APPORTIONMENT OF COSTS

In further making the analysis, it is necessary that the property owners receive a special and direct benefit distinguished from that of the general public. In this case, several factors are being used in the final method and spread and assessment.

The individual parcels of land within the Assessment District are currently developed or have the potential for development to single family residential units. The proposed improvements are designed to enhance the appearance and appeal of the District and all of the parcels within. The improvements will provide a sense of neighborhood identity for the District. As such, each parcel will benefit equally from the proposed improvements.

In conclusion, it is my opinion that the assessments for the referenced Assessment District have been spread in direct accordance with the benefits that each parcel receives from the works of improvements.

The amount to be paid for the maintenance of said improvements, and the expenses incidental thereto, are as follows:

	(1) As Filed	(2) As Preliminarily Approved	(3) As Finally Approved
Cost of Maintenance	$ 327,413.00	$ 327,413.00	$
Capital Project	$ 75,000.00	$ 75,000.00	$
Incidental Expenses	$ 51,281.00	$ 51,281.00	$
Operating Contingency	$ 16,371.00	$ 16,371.00	$
Total Cost	$ 470,015.00	$ 470,015.00	$
Surplus, Overcharge from Previous Year	$ 220,189.00	$ 220,189.00	$
NET TO BE ASSESSED FOR FISCAL YEAR 2016-2017	$ 249,826.00	$ 249,826.00	$

OPTION 2:

The table below provides the assessment apportionment for the various development areas within the Norco Ridge Ranch Specific Plan and shows the maximum annual assessment rate per planned SFR lot. The golf course lots are undeveloped.

Tract Nos.	SFR Lots	Total Assessment Estimate	**Proposed Levy Rate per SFR Lot **
TR 29588,-2,-3,-4,-5	293	$132,304.15	$ 451.55/lot
TR 29589-1,-2,-3	239	$107,920.45	$ 451.55/lot
TR 29588-1*	25	$ 7,342.00	$ 293.68/lot
Other Assessable Lots	5	$ 52,257.75	$ 451.55/lot
	562	$249,824.35	

*Lots in TR 29588-1 receive only the benefit of trail maintenance. The Subdivision is not contiguous with Norco Ridge Ranch.

**The maximum annual maintenance assessment rates may be increased each year by the annual change in the Consumer Price Index (CPI), during the preceding year ending in March, for All Urban Consumers, for the Los Angeles, Riverside and Orange County areas. The annual CPI ending March 31, 2016 was 1.7.%, for a maximum assessment of $995.24 /lot for those receiving full benefit. The maximum assessment is not being proposed to be levied.

The actual assessments levied in any fiscal year will be as approved by the City Council and may not exceed the maximum assessment rate without receiving property owner approval for the increase.

PART D

ASSESSMENT ROLL

The Assessment Roll is a listing of the proposed assessment for Fiscal Year 2016-2017 apportioned to each lot or parcel, as shown on the last equalized roll of the Assessor of the County of Riverside. The Assessment Roll is provided below and is incorporated herein.

The description of each lot or parcel is part of the records of the Assessor of the County of Riverside and these records are, by reference, made part of this Report.

The following list of parcels will be assessed for landscape maintenance:

LIST OF ASSESSMENTS
LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 & 29589)
FISCAL YEAR 2016-2017

Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded	Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded
1230800150	$451.55		1235100048	$451.55	
1230800194	$0.00		1235100059	$451.55	
1230800226	$0.00	undeveloped	1235100060	$451.55	
1230800248	$0.00	undeveloped	1235100071	$451.55	
1230800282	$451.55		1235100082	$451.55	
1230800303	$0.00	undeveloped	1235100093	$451.55	
1230800325	$0.00	directly bill	1235100103	$451.55	
1230800347	$0.00	Vacant-directly bill	1235100114	$0.00	
1230800358	$0.00	Vacant-directly bill	1235110018	$451.55	
1230800369	$0.00	undeveloped	1235110029	$451.55	
1230800370	$0.00	Golf Course Lot	1235110030	$451.55	
1230800381	$0.00	undeveloped	1235110041	$451.55	
1230800523	$0.00	Golf Course Lot	1235110052	$451.55	
1230800534	$0.00	Golf Course Lot	1235110063	$451.55	
1230800545	$0.00	Vacant-directly bill	1235110074	$451.55	
1230800633	$451.55		1235110085	$451.55	
1230800644	$0.00	Golf Course Lot	1235110096	$451.55	
1230800655	$0.00	Golf Course Lot	1235110106	$451.55	Wetlands
1230800666	$0.00	Golf Course Lot	1235200016	$451.55	
1230800709	$0.00	undeveloped	1235200027	$451.55	
1230800710	$0.00	undeveloped	1235200038	$451.55	
1234500153	$451.55		1235200049	$451.55	
1234500164	$451.55		1235200050	$451.55	
1234500175	$451.55		1235200061	$451.55	
1234500186	$451.55		1235200072	$451.55	
1234500197	$451.55		1235200083	$451.55	
1234500207	$451.55		1235200094	$451.55	
1234500218	$451.55		1235200104	$451.55	
1234500229	$451.55		1235200115	$451.55	
1234500230	$451.55		1235200126	$451.55	
1234500263	$451.55		1235200137	$451.55	
1234500274	$451.55		1235200148	$451.55	
1234500285	$451.55		1235210019	$451.55	
1235000069	$451.55		1235400018	$451.55	
1235000070	$451.55		1235400029	$451.55	
1235000081	$451.55		1235400030	$451.55	
1235000092	$451.55		1235400041	$451.55	
1235000102	$451.55		1235400052	$451.55	
1235000113	$451.55		1235400063	$451.55	
1235000124	$451.55		1235400074	$451.55	
1235000146	$451.55		1235400085	$451.55	
1235000157	$451.55		1235400096	$451.55	
1235000168	$451.55		1235400106	$451.55	
1235000179	$451.55		1235400117	$451.55	
1235000180	$451.55		1235400128	$451.55	
1235100015	$451.55		1235400139	$451.55	
1235100026	$451.55		1235400140	$451.55	
1235100037	$451.55		1235400151	$451.55	

LIST OF ASSESSMENTS
LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 & 29589)
FISCAL YEAR 2016-2017

Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded	Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded
1235400162	$451.55		1235700055	$451.55	
1235400173	$451.55		1235700066	$451.55	
1235400184	$451.55		1235700077	$451.55	
1235400195	$451.55		1235700088	$451.55	
1235400205	$451.55		1235700099	$451.55	
1235400216	$451.55		1235700109	$451.55	
1235400227	$451.55		1235700110	$451.55	
1235500019	$451.55		1235700121	$451.55	
1235500020	$451.55		1235700132	$451.55	
1235500031	$451.55		1235700143	$451.55	
1235500064	$451.55		1235700154	$451.55	
1235500075	$451.55		1235700165	$451.55	
1235500086	$451.55		1235700176	$451.55	
1235500097	$451.55		1235800012	$451.55	
1235500107	$451.55		1235800023	$451.55	
1235500118	$451.55		1235800034	$451.55	
1235500129	$451.55		1235800090	$451.55	
1235500196	$451.55		1235800188	$451.55	
1235500206	$451.55		1235900013	$451.55	
1235510012	$451.55		1235900024	$451.55	
1235510023	$451.55		1235900035	$451.55	
1235510034	$451.55		1235900046	$451.55	
1235510045	$451.55		1235900057	$451.55	
1235510056	$451.55		1235900068	$451.55	
1235600010	$451.55		1235900079	$451.55	
1235600021	$451.55		1235900080	$451.55	
1235600032	$451.55		1235900091	$451.55	
1235600043	$451.55		1235900101	$451.55	
1235600054	$451.55		1235900112	$451.55	
1235600065	$451.55		1235900123	$451.55	
1235600076	$451.55		1235900134	$451.55	
1235600087	$451.55		1235900145	$451.55	
1235600098	$451.55		1235900156	$451.55	
1235600108	$451.55		1235910016	$451.55	
1235600119	$451.55		1235910027	$451.55	
1235600120	$451.55		1235910038	$451.55	
1235610013	$451.55		1235910049	$451.55	
1235610024	$451.55		1235910050	$451.55	
1235610035	$451.55		1235910061	$451.55	
1235610046	$451.55		1235910072	$451.55	
1235610057	$451.55		1235910083	$451.55	
1235610068	$451.55		1235920019	$451.55	
1235610079	$451.55		1235920020	$451.55	
1235700011	$451.55		1235920031	$451.55	
1235700022	$451.55		1236000013	$451.55	
1235700033	$451.55		1236000024	$451.55	
1235700044	$451.55		1236000035	$451.55	
1236000046	$451.55		1236130035	$451.55	

LIST OF ASSESSMENTS
LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 & 29589)
FISCAL YEAR 2016-2017

Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded	Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded
1236000057	$451.55		1236130046	$451.55	
1236000068	$451.55		1236130057	$451.55	
1236000079	$451.55		1236130068	$451.55	
1236000080	$451.55		1236130079	$451.55	
1236000091	$451.55		1236130080	$451.55	
1236000101	$451.55		1236200015	$451.55	
1236000112	$451.55		1236200026	$451.55	
1236000123	$451.55		1236200037	$451.55	
1236000134	$451.55		1236200048	$451.55	
1236000178	$451.55		1236200059	$451.55	
1236000189	$451.55		1236200060	$451.55	
1236000190	$451.55		1236200071	$451.55	
1236000200	$451.55		1236210018	$451.55	
1236000211	$451.55		1236210029	$451.55	
1236000222	$451.55		1236210030	$451.55	
1236000233	$451.55		1236210041	$451.55	
1236020019	$451.55		1236210052	$451.55	
1236020020	$451.55		1236210063	$451.55	
1236020031	$451.55		1236210074	$451.55	
1236020042	$451.55		1236210085	$451.55	
1236020053	$451.55		1236210096	$451.55	
1236020064	$451.55		1236210106	$451.55	
1236020075	$451.55		1236210117	$451.55	
1236020086	$451.55		1236210128	$451.55	
1236020097	$451.55		1236210139	$451.55	
1236020107	$451.55		1236210140	$451.55	
1236020118	$451.55		1236210151	$451.55	
1236100014	$451.55		1236210162	$451.55	
1236100025	$451.55		1236210173	$451.55	
1236110017	$451.55		1236300016	$451.55	
1236110028	$451.55		1236300027	$451.55	
1236110039	$451.55		1236300038	$451.55	
1236120010	$451.55		1236300049	$451.55	
1236120021	$451.55		1236300050	$451.55	
1236120032	$451.55		1236300061	$451.55	
1236120043	$451.55		1236300072	$451.55	
1236120054	$451.55		1236300083	$451.55	
1236120065	$451.55		1236300094	$451.55	
1236120076	$451.55		1236300104	$451.55	
1236120087	$451.55		1236300115	$451.55	
1236120098	$451.55		1236300126	$451.55	
1236120108	$451.55		1236300137	$451.55	
1236120119	$451.55		1236300148	$451.55	
1236120120	$451.55		1236300159	$451.55	
1236130013	$451.55		1236300160	$451.55	
1236130024	$451.55		1236300171	$451.55	
1236300182	$451.55		1236600086	$451.55	
1236300193	$451.55		1236600097	$451.55	

LIST OF ASSESSMENTS
LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 & 29589)
FISCAL YEAR 2016-2017

Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded	Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded
1236300203	$451.55		1236600107	$451.55	
1236300214	$451.55		1236600118	$451.55	
1236300225	$451.55		1236600129	$451.55	
1236300236	$451.55		1236600130	$451.55	
1236400017	$451.55		1236600141	$451.55	
1236400028	$451.55		1236610012	$451.55	
1236400039	$451.55		1236610023	$451.55	
1236400040	$451.55		1236610034	$451.55	
1236400051	$451.55		1236610045	$451.55	
1236400105	$451.55		1236610056	$451.55	
1236400116	$451.55		1236610067	$451.55	
1236400127	$451.55		1236610078	$451.55	
1236400138	$451.55		1236610089	$451.55	
1236400149	$451.55		1236610090	$451.55	
1236400150	$451.55		1236610100	$451.55	
1236400161	$451.55		1236610111	$451.55	
1236400172	$451.55		1236700010	$451.55	
1236400183	$451.55		1236700021	$451.55	
1236400194	$451.55		1236700032	$451.55	
1236400204	$451.55		1236700043	$451.55	
1236400215	$451.55		1236700054	$451.55	
1236500018	$451.55		1236700065	$451.55	
1236500029	$451.55		1236700076	$451.55	
1236500030	$451.55		1236700087	$451.55	
1236500041	$451.55		1236700098	$451.55	
1236500052	$451.55		1236710013	$451.55	
1236500063	$451.55		1236710024	$451.55	
1236500074	$451.55		1236710035	$451.55	
1236500085	$451.55		1236710046	$451.55	
1236500096	$451.55		1236710057	$451.55	
1236500106	$451.55		1236710068	$451.55	
1236500117	$451.55		1236710079	$451.55	
1236500128	$451.55		1236710080	$451.55	
1236500139	$451.55		1236710091	$451.55	
1236500140	$451.55		1236710101	$451.55	
1236510011	$451.55		1236710112	$451.55	
1236510022	$451.55		1236710123	$451.55	
1236510033	$451.55		1236710134	$451.55	
1236600019	$451.55		1236710145	$451.55	
1236600020	$451.55		1236710156	$451.55	
1236600031	$451.55		1236710167	$451.55	
1236600042	$451.55		1235800209	$0.00	Vacant-directly bill
1236600053	$451.55		1235800210	$0.00	Vacant-directly bill
1236600064	$451.55		1682500031	$0.00	undeveloped
1236600075	$451.55		1682500042	$0.00	undeveloped
1682500053	$0.00	undeveloped	1682700011	$451.55	
1682500064	$0.00	undeveloped	1682700022	$451.55	
1682500075	$0.00	undeveloped	1682700033	$451.55	

LIST OF ASSESSMENTS
LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 & 29589)
FISCAL YEAR 2016-2017

Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded	Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded
1682500086	$0.00	undeveloped	1682700044	$451.55	
1682500097	$0.00	undeveloped	1682700055	$451.55	
1682500107	$0.00	undeveloped	1682700066	$451.55	
1682500118	$0.00	undeveloped	1682700077	$451.55	
1682500129	$0.00	undeveloped	1682700088	$451.55	
1682500130	$0.00	Golf Course Lot	1682700099	$451.55	
1682500141	$0.00	undeveloped	1682700109	$451.55	
1682500152	$0.00	undeveloped	1682700110	$451.55	
1682500163	$0.00	undeveloped	1682700121	$451.55	
1682500174	$0.00	undeveloped	1682700132	$451.55	
1682500185	$0.00	Vacant-directly bill	1682700143	$451.55	
1682500196	$0.00	undeveloped	1682700154	$451.55	
1682500206	$0.00	undeveloped	1682700165	$451.55	
1682500217	$0.00	Golf Course Lot	1682710014	$451.55	
1682500228	$0.00	undeveloped	1682710025	$451.55	
1682500239	$0.00	undeveloped	1682710036	$451.55	
1682500240	$0.00	undeveloped	1682710047	$451.55	
1682500251	$0.00	Vacant-directly bill	1682710058	$451.55	
1682500262	$0.00	undeveloped	1682800012	$451.55	
1682500273	$0.00		1682800023	$451.55	
1682500284	$0.00		1682800034	$451.55	
1682500295	$0.00	undeveloped	1682800045	$451.55	
1682600010	$451.55		1682800056	$451.55	
1682600021	$451.55		1682800067	$451.55	
1682600032	$451.55		1682810015	$451.55	
1682600043	$451.55		1682810026	$451.55	
1682600054	$451.55		1682810037	$451.55	
1682600065	$451.55		1682810048	$451.55	
1682600076	$451.55		1682810059	$451.55	
1682600087	$451.55		1682810060	$451.55	
1682600098	$451.55		1682810071	$451.55	
1682600108	$451.55		1682810082	$451.55	
1682600119	$451.55		1682820018	$451.55	
1682600120	$451.55		1682820029	$451.55	
1682600131	$451.55		1682820030	$451.55	
1682600142	$451.55		1682820041	$451.55	
1682600153	$451.55		1682900013	$451.55	
1682600164	$451.55		1682900024	$451.55	
1682600175	$451.55		1682900035	$451.55	
1682600186	$451.55		1682900046	$451.55	
1682600197	$451.55		1682900057	$451.55	
1682600207	$451.55		1682900068	$451.55	
1682600218	$451.55		1682900079	$451.55	
1682600229	$451.55		1682900080	$451.55	
1682900091	$451.55		1683000321	$451.55	
1682900101	$451.55		1683000332	$451.55	
1682900112	$451.55		1683000343	$451.55	
1682910016	$451.55		1683000354	$451.55	

LIST OF ASSESSMENTS
LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 & 29589)
FISCAL YEAR 2016-2017

Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded	Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded
1682910027	$451.55		1683000365	$451.55	
1682910038	$451.55		1683000376	$451.55	
1682910049	$451.55		1683000387	$451.55	
1682910050	$451.55		1683000398	$451.55	
1682910061	$451.55		1683100014	$451.55	
1682920019	$451.55		1683110017	$451.55	
1682920020	$451.55		1683110028	$451.55	
1682920031	$451.55		1683110039	$451.55	
1682920042	$451.55		1683110040	$451.55	
1682920053	$451.55		1683110051	$451.55	
1682920064	$451.55		1683110062	$451.55	
1682920075	$451.55		1683110073	$451.55	
1683000013	$451.55		1683110084	$451.55	
1683000024	$451.55		1683110095	$451.55	
1683000035	$451.55		1683110105	$451.55	
1683000046	$451.55		1683110116	$451.55	
1683000057	$451.55		1683110127	$451.55	
1683000068	$451.55		1683110138	$451.55	
1683000079	$451.55		1683110149	$451.55	
1683000080	$451.55		1683110150	$451.55	
1683000091	$451.55		1683110161	$451.55	
1683000101	$451.55		1683110172	$451.55	
1683000112	$451.55		1683110183	$451.55	
1683000123	$451.55		1683120010	$451.55	
1683000134	$451.55		1683120021	$451.55	
1683000145	$451.55		1683120032	$451.55	
1683000156	$451.55		1683120043	$451.55	
1683000167	$451.55		1683120054	$451.55	
1683000178	$451.55		1683120065	$451.55	
1683000189	$451.55		1683120076	$451.55	
1683000190	$451.55		1683120087	$451.55	
1683000200	$451.55		1683120098	$0.00	
1683000211	$451.55		1683200015	$451.55	
1683000222	$451.55		1683200026	$451.55	
1683000233	$451.55		1683200037	$451.55	
1683000244	$451.55		1683200048	$451.55	
1683000255	$451.55		1683200059	$451.55	
1683000266	$451.55		1683200060	$451.55	
1683000277	$451.55		1683200071	$451.55	
1683000288	$451.55		1683200082	$451.55	
1683000299	$451.55		1683200093	$451.55	
1683000309	$451.55		1683200103	$451.55	
1683000310	$451.55		1683200114	$451.55	
1683200125	$451.55		1683500191	$293.68	
1683200136	$451.55		1683500201	$293.68	
1683200147	$451.55		1683500211	$293.68	
1683200158	$451.55		1683500221	$293.68	
1683200169	$451.55		1683500231	$293.68	

LIST OF ASSESSMENTS
LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 & 29589)
FISCAL YEAR 2016-2017

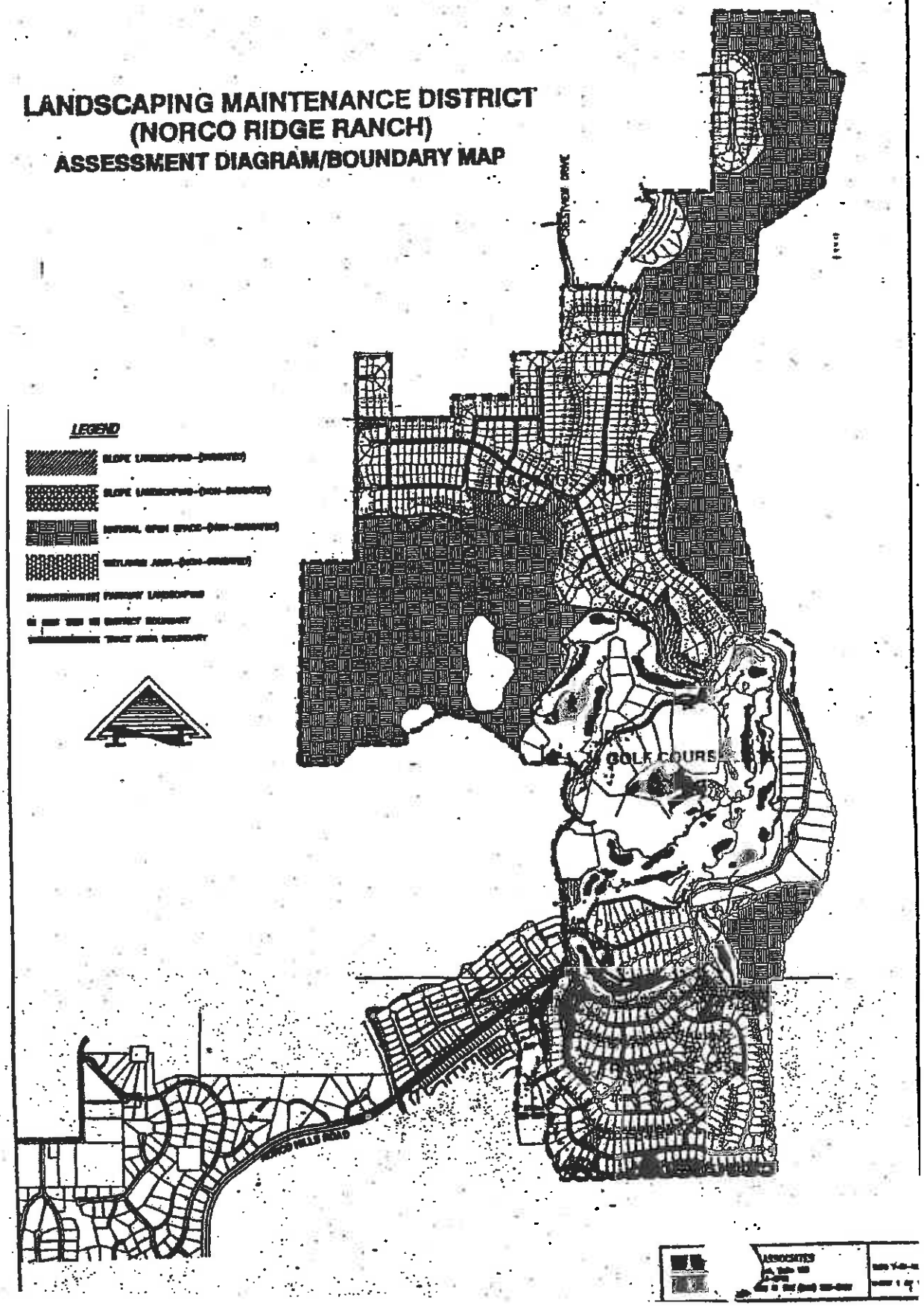
Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded
1683200170	$451.55	
1683210018	$451.55	
1683210029	$451.55	
1683210030	$451.55	
1683210041	$451.55	
1683210052	$451.55	
1683210063	$451.55	
1683210074	$451.55	
1683210085	$451.55	
1683210096	$451.55	
1683210106	$451.55	
1683210117	$451.55	
1683210128	$451.55	
1683210139	$451.55	
1683500011	$293.68	
1683500021	$293.68	
1683500031	$293.68	
1683500041	$293.68	
1683500051	$293.68	
1683500061	$293.68	
1683500071	$293.68	
1683500081	$293.68	
1683500091	$293.68	
1683500101	$293.68	
1683500111	$293.68	
1683500121	$293.68	
1683500131	$293.68	
1683500141	$293.68	
1683500151	$293.68	
1683500161	$293.68	
1683500171	$293.68	
1683500181	$293.68	
1683500241	$293.68	
1683500511	$293.68	
TOTAL TO BE ASSESSED		**$249,824.00**

PART E

ASSESSMENT DIAGRAM

An Assessment Diagram for the Assessment District is on file in the office of the City Engineer. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of Riverside, for the year when this Report was prepared, and are incorporated by reference herein and made part of this Report. A reduced scale map depicting the assessment diagram is attached hereto.

LANDSCAPING MAINTENANCE DISTRICT
(NORCO RIDGE RANCH)
ASSESSMENT DIAGRAM/BOUNDARY MAP



ENGINEER'S REPORT

OPTION #3

FOR

LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 AND 29589)

FISCAL YEAR 2016-2017

PREPARED FOR THE

CITY OF NORCO

RIVERSIDE COUNTY, CALIFORNIA

PREPARED BY:

DOMINIC C. MILANO, P.E.

CITY ENGINEER

ENGINEER'S REPORT
CITY OF NORCO

LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 AND 29589)
FISCAL YEAR 2016-2017

The undersigned respectfully submits the enclosed report as directed by the City Council.

Date: 06/15, 2016

By: _____
Dominic C. Milano, P.E.
R.C.E. No. 27172
City Engineer

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and Assessment Diagram thereto attached, was filed with me on June 15, 2016.

City Clerk, City of Norco
Riverside County, California

By: _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Norco, California, on _____, 2016.

City Clerk, City of Norco
Riverside County, California

By: _____

FISCAL YEAR 2016-2017
CITY OF NORCO

ENGINEER'S REPORT PREPARED PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972 SECTION 22500 THROUGH 22679 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

Pursuant to Part 2 of Division 15 of the Streets and Highways Code of the State of California, and in accordance with the Resolution of Initiation, being Resolution No. No. 98-97 adopted by the Council of the City of Norco, State of California, in connection with the proceedings for:

CITY OF NORCO
LANDSCAPING MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 AND 29589)

Hereinafter referred to as the "Assessment District," I, Dominic C. Milano, P.E. authorized representative of the City of Norco, the duly appointed ENGINEER OF WORK, submit herewith the "Report" consisting of five parts as follows:

PART A – PLANS AND SPECIFICATIONS

Contains a description if the improvements that are to be maintained or serviced by the District.

PART B – ESTIMATE OF COST

Identifies the estimated cost of the services or maintenance to be provided by the District, including incidental costs and expenses in connection herewith.

PART C – METHOD OF APPORTIONMENT

Describes the basis on which the costs have been apportioned to each parcel of land within the Assessment District, in proportion to the estimated benefits to be received by such lots and parcels.

PART D – ASSESSMENT ROLL

Identifies the maximum assessment to be levied on each benefited lot or parcel of land within the Assessment District.

PART E – ASSESSMENT DIAGRAM

The Diagram of the Assessment District Boundaries showing the exterior boundaries of the Assessment District, the boundaries of any zones within the Assessment District, and the lines and dimensions of each lot or parcel of land within the Assessment District has been submitted to the Clerk of the City. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of Riverside for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made part of this Report. The legal description of the Assessment District is attached hereto.

PART A

PLANS AND SPECIFICATIONS

DESCRIPTION OF IMPROVEMENTS FOR THE CITY OF NORCO LANDSCAPE MAINTENANCE DISTRICT NO. 4 (NORCO RIDGE RANCH TRACTS 29588 AND 29589) FISCAL YEAR 2016-2017

The improvements to be maintained and serviced include landscaping as described herein.

Landscaping and Appurtenant Improvements:

Improvements include but are not limited to: landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, fixtures, and appurtenant facilities, in public rights-of-way, parkways, slopes, trails, open space and dedicated easements within the boundaries of said Assessment District. The following are the facilities to be maintained within the District:

Slopes, Parkways and Trails

1. Slope landscaping-non-irrigated (3.78 acres)
2. Slope landscaping-irrigated (13.17 acres)
3. Fuel modification areas (17.66 acres)
4. Parkway landscaping (1.11 acres)
5. Equestrian trails (26.54 acres)

Open Space and Wetlands Areas

1. Natural open space – non-irrigated (384.34 acres)
2. Wetlands area – non-irrigated (13.04 acres)

The District will fund costs in connection with the District maintenance and servicing including, but not limited to, labor, electrical energy, water, materials, contracting services, administration, and other expenses necessary for the satisfactory maintenance and operation of these improvements.

Maintenance means the furnishing of services and materials for the ordinary and usual operation, maintenance and servicing of the landscaping and appurtenant improvements, including repair, removal or replacement of all or part of any of the landscaping or appurtenant improvements; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste, and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Operating and servicing means the furnishing of water for the irrigation of the landscaping, the maintenance of irrigation controllers and appurtenant facilities and the furnishing of telephone services and electric energy, and administration of all aspects of the operation, maintenance and servicing of the improvements.

The plans and specifications for the improvements, showing the general nature, location and the extent of the improvements, are on file in the office of the City Engineer and are by reference herein made a part of this report.

PART B
ESTIMATE OF COST
LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH-TRACTS 29588 & 29589)
NORCO, CALIFORNIA

The estimated costs for the operation, maintenance and servicing of the facilities, shown below, are the estimated costs of maintenance if the facilities were fully maintained for Fiscal Year 2016-2017. The 1972 Act provides that the total cost of the maintenance and services, together with incidental expenses, may be financed from the assessment proceeds. The incidental expenses may include engineering fees, legal fees, printing, mailing, postage, publishing, and all other related costs identified with district proceedings.

Direct Cost		
Contractual Maintenance (34105)		
1 Landscape Maintenance	$131,548.00	
Non-Irrigated Slope Landscaping		
Fuel Modification		
Zone B "Irrigated Zone"		
Zone C "Thinning Zone"		
Zone D "Thinning Zone"		
Parkway Landscaping - Park ($599.00/mo)		
2 Natural Open Space	$ 11,000.00	
3 Wetlands Area	$ 5,000.00	
4 Equestrian Trails	$ 72,756.00	
5 Drain Management	$ 20,000.00	
Utilities (33100)		
Water	$ 70,000.00	
Electrical	$ 11,392.00	
Phone	$ 717.00	
Annual Tree Replacement (32405)	$ 5,000.00	
Subtotal Direct Cost	$ 327,413.00	$ 327,413.00
Operating Contingency (5 percent)		$16,371.00
Capital Project: Trail Fence Replacement		$ 75,000.00
Capital Project: Drainage Enhancement		0.00
Administrative Costs		
Observation: City Staff to Manage District (30105)	$ 15,756.00	
Engineer's Report (34110)	$ 3,600.00	
City Overhead/Administration (34135)	$ 30,724.00	
Riverside County Admin. Fees (35210)	$ 401.00	
Incidentals (30405)	$ 750.00	
Subtotal Administrative Costs	$ 51,231.00	$ 51,231.00
Operating Reserve		0.00
TOTAL ANNUAL BUDGET		$ 470,015.00

OPTION 3 (Credit $75,000 per year):

The 1972 Act requires that a special fund to set up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. The City may advance funds to the District, if needed, to ensure adequate cash flow, and will be reimbursed for any such advances upon receipt of assessments. Any surplus or deficit remaining on July 1 must be carried over to the next fiscal year. For fiscal year ending June 30, 2016 the fund balance and cash flow funding needs are as follows:

Fund Balance		
Estimated Ending Fund Balance July 1, 2016		**$474,842.00**
Adjustment Due to Utility Overcharges		**$75,000.00**
Unencumbered	$433,201.00	
Trail Maintenance Reserve	$44,000.00	
Unspent 2014 Thru 2016 Trail Fence Replacement	$52,641.00	
2014/15 Capital Project Drainage	$20,000.00	
Subtotal July 1, 2016	**$474,842.00**	
Refunded Utility Over Charge**	($75,000.00)	
Estimated Surplus 2016/17	$0.00	
2016/17 Trail Fence Replacement Fund	$75,000.00	
Estimated Fund Balance June 30, 2017	**$549,842.00**	**$549,842.00**
Estimated Fund Balance Needs:		
6 Months Operating Cash Flow	$235,008.00	
Capital Projects (Fence)		
Needed for Future Trail Fence Replacement - 10 Years of 15 Year Useful Life	$ 556,610.00	
Total Estimated Needs	**$791,618.00**	**$791,618.00**
Estimated Surplus or (Unfunded Needs): July 1, 2016		$(241,776.00)

Total Replacement Cost for Vinyl Trail Fence (64,224 Lineal Feet @ $13.00/LF)	$	834,912.00
Annual Set-Aside for Budgeted Trail Fence Replacement (15 YR replacement cycle for existing wood fencing)*	$	55,661.00

*Replacement cycle for vinyl fencing will be 25 years ($33,397/yr) as wood fencing is replaced.

**Beginning at the end of fiscal year 2015/16 and for the following four fiscal years, $75,000.00 of utility overcharges will be credited to the district with $65,377.00 credited to the district in fiscal year 2021/22, for a total of $440,377.00.

The City Council at a previous assessment public hearing authorized the construction of drainage improvements generally along driveways to intercept water runoff at locations causing moderate to severe erosion. In Fiscal Year 2011-12, Phase I of the project, was completed at those areas where runoff caused severe erosion. For Fiscal Year 2012-13,

OPTION 3:

Phase II of the project, runoff where moderate erosion was occurring, was undertaken. This project affected 84 locations (83 homes) at a cost of $214,750 (contract amount $218,680). The life expectancy of the now ten year old fencing is twelve to fifteen years. This capital project, which may be broken up into phases, will consist of the replacement of approximately 64,224 lineal feet of trail fencing at a 2015 cost of $13.00 per lineal foot for vinyl fencing for a total cost of $834,912.00 with a 25 year life expectancy.
The total annual levy of assessments hereunder may be increased annually by an amount not to exceed the increase in the consumer price index applicable to the City of Norco. In no case may the increase exceed the actual cost of providing the services rendered within and pursuant to the District.

Per Parcel Levy: $721.93 & $293.68

OPTION 3:

PART C

METHOD OF APPORTIONMENT

The law requires and the statutes provide that assessments, as levied pursuant to the provisions of the "Landscaping and Lighting Act of 1972," must be based on the benefit that the properties receive from the works of improvement. The statute does not specify the method or formula that should be used in any special assessment district proceedings. The Assessment Engineer is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation. For these proceedings, the City has based its determination on standard assessment practices utilized by consulting civil engineers with a background of experience in the design of such works of improvement and experience in the completion of assessment district formation projects.

REASON FOR THE ASSESSMENT

The assessment is proposed to be levied to defray the costs of the operation, servicing and maintenance of landscaping and appurtenant improvements within the public rights-of-way, as previously defined herein in Part A of this Report.

APPORTIONMENT OF COSTS

In further making the analysis, it is necessary that the property owners receive a special and direct benefit distinguished from that of the general public. In this case, several factors are being used in the final method and spread and assessment.

The individual parcels of land within the Assessment District are currently developed or have the potential for development to single family residential units. The proposed improvements are designed to enhance the appearance and appeal of the District and all of the parcels within. The improvements will provide a sense of neighborhood identity for the District. As such, each parcel will benefit equally from the proposed improvements.

In conclusion, it is my opinion that the assessments for the referenced Assessment District have been spread in direct accordance with the benefits that each parcel receives from the works of improvements.

The amount to be paid for the maintenance of said improvements, and the expenses incidental thereto, are as follows:

	(1) As Filed	(2) As Preliminarily Approved	(3) As Finally Approved
Cost of Maintenance	$ 327,413.00	$ 327,413.00	$
Capital Project	$ 75,000.00	$ 75,000.00	$
Incidental Expenses	$ 51,281.00	$ 51,281.00	$
Operating Contingency	$ 16,371.00	$ 16,371.00	$
Total Cost	$ 470,015.00	$ 470,015.00	$
Surplus, Overcharge from Previous Year	$ 75,000.00	$ 75,000.00	$
NET TO BE ASSESSED FOR FISCAL YEAR 2016-2017	$ 395,015.00	$ 395,015.00	$

OPTION 3:

The table below provides the assessment apportionment for the various development areas within the Norco Ridge Ranch Specific Plan and shows the maximum annual assessment rate per planned SFR lot. The golf course lots are undeveloped.

Tract Nos.	SFR Lots	Total Assessment Estimate	**Proposed Levy Rate per SFR Lot **
TR 29588,-2,-3,-4,-5	293	$211,525.49	$ 721.93/lot
TR 29589-1,-2,-3	239	$172,541.27	$ 721.93/lot
TR 29588-1*	25	$ 7,342.00	$ 293.68/lot
Other Assessable Lots	5	$ 3,609.65	$ 721.93/lot
	562	$395,018.41	

*Lots in TR 29588-1 receive only the benefit of trail maintenance. The Subdivision is not contiguous with Norco Ridge Ranch.

**The maximum annual maintenance assessment rates may be increased each year by the annual change in the Consumer Price Index (CPI), during the preceding year ending in March, for All Urban Consumers, for the Los Angeles, Riverside and Orange County areas. The annual CPI ending March 31, 2016 was 1.7.%, for a maximum assessment of $995.24 /lot for those receiving full benefit. The maximum assessment is not being proposed to be levied.

The actual assessments levied in any fiscal year will be as approved by the City Council and may not exceed the maximum assessment rate without receiving property owner approval for the increase.

PART D

ASSESSMENT ROLL

The Assessment Roll is a listing of the proposed assessment for Fiscal Year 2016-2017 apportioned to each lot or parcel, as shown on the last equalized roll of the Assessor of the County of Riverside. The Assessment Roll is provided below and is incorporated herein.

The description of each lot or parcel is part of the records of the Assessor of the County of Riverside and these records are, by reference, made part of this Report.

The following list of parcels will be assessed for landscape maintenance:

LIST OF ASSESSMENTS
LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 & 29589)
FISCAL YEAR 2016-2017

Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded
1230800150	$721.93	
1230800194	$0.00	
1230800226	$0.00	undeveloped
1230800248	$0.00	undeveloped
1230800282	$721.93	
1230800303	$0.00	undeveloped
1230800325	$0.00	directly bill
1230800347	$0.00	Vacant-directly bill
1230800358	$0.00	Vacant-directly bill
1230800369	$0.00	undeveloped
1230800370	$0.00	Golf Course Lot
1230800381	$0.00	undeveloped
1230800523	$0.00	Golf Course Lot
1230800534	$0.00	Golf Course Lot
1230800545	$0.00	Vacant-directly bill
1230800633	$721.93	
1230800644	$0.00	Golf Course Lot
1230800655	$0.00	Golf Course Lot
1230800666	$0.00	Golf Course Lot
1230800709	$0.00	undeveloped
1230800710	$0.00	undeveloped
1234500153	$721.93	
1234500164	$721.93	
1234500175	$721.93	
1234500186	$721.93	
1234500197	$721.93	
1234500207	$721.93	
1234500218	$721.93	
1234500229	$721.93	
1234500230	$721.93	
1234500263	$721.93	
1234500274	$721.93	
1234500285	$721.93	
1235000069	$721.93	
1235000070	$721.93	
1235000081	$721.93	
1235000092	$721.93	
1235000102	$721.93	
1235000113	$721.93	
1235000124	$721.93	
1235000146	$721.93	
1235000157	$721.93	
1235000168	$721.93	
1235000179	$721.93	
1235000180	$721.93	
1235100015	$721.93	
1235100026	$721.93	
1235100037	$721.93	
1235100048	$721.93	
1235100059	$721.93	
1235100060	$721.93	
1235100071	$721.93	
1235100082	$721.93	
1235100093	$721.93	
1235100103	$721.93	
1235100114	$0.00	
1235110018	$721.93	
1235110029	$721.93	
1235110030	$721.93	
1235110041	$721.93	
1235110052	$721.93	
1235110063	$721.93	
1235110074	$721.93	
1235110085	$721.93	
1235110096	$721.93	
1235110106	$721.93	Wetlands
1235200016	$721.93	
1235200027	$721.93	
1235200038	$721.93	
1235200049	$721.93	
1235200050	$721.93	
1235200061	$721.93	
1235200072	$721.93	
1235200083	$721.93	
1235200094	$721.93	
1235200104	$721.93	
1235200115	$721.93	
1235200126	$721.93	
1235200137	$721.93	
1235200148	$721.93	
1235210019	$721.93	
1235400018	$721.93	
1235400029	$721.93	
1235400030	$721.93	
1235400041	$721.93	
1235400052	$721.93	
1235400063	$721.93	
1235400074	$721.93	
1235400085	$721.93	
1235400096	$721.93	
1235400106	$721.93	
1235400117	$721.93	
1235400128	$721.93	
1235400139	$721.93	
1235400140	$721.93	
1235400151	$721.93	

LIST OF ASSESSMENTS
LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 & 29589)
FISCAL YEAR 2016-2017

Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded	Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded
1235400162	$721.93		1235700055	$721.93	
1235400173	$721.93		1235700066	$721.93	
1235400184	$721.93		1235700077	$721.93	
1235400195	$721.93		1235700088	$721.93	
1235400205	$721.93		1235700099	$721.93	
1235400216	$721.93		1235700109	$721.93	
1235400227	$721.93		1235700110	$721.93	
1235500019	$721.93		1235700121	$721.93	
1235500020	$721.93		1235700132	$721.93	
1235500031	$721.93		1235700143	$721.93	
1235500064	$721.93		1235700154	$721.93	
1235500075	$721.93		1235700165	$721.93	
1235500086	$721.93		1235700176	$721.93	
1235500097	$721.93		1235800012	$721.93	
1235500107	$721.93		1235800023	$721.93	
1235500118	$721.93		1235800034	$721.93	
1235500129	$721.93		1235800090	$721.93	
1235500196	$721.93		1235800188	$721.93	
1235500206	$721.93		1235900013	$721.93	
1235510012	$721.93		1235900024	$721.93	
1235510023	$721.93		1235900035	$721.93	
1235510034	$721.93		1235900046	$721.93	
1235510045	$721.93		1235900057	$721.93	
1235510056	$721.93		1235900068	$721.93	
1235600010	$721.93		1235900079	$721.93	
1235600021	$721.93		1235900080	$721.93	
1235600032	$721.93		1235900091	$721.93	
1235600043	$721.93		1235900101	$721.93	
1235600054	$721.93		1235900112	$721.93	
1235600065	$721.93		1235900123	$721.93	
1235600076	$721.93		1235900134	$721.93	
1235600087	$721.93		1235900145	$721.93	
1235600098	$721.93		1235900156	$721.93	
1235600108	$721.93		1235910016	$721.93	
1235600119	$721.93		1235910027	$721.93	
1235600120	$721.93		1235910038	$721.93	
1235610013	$721.93		1235910049	$721.93	
1235610024	$721.93		1235910050	$721.93	
1235610035	$721.93		1235910061	$721.93	
1235610046	$721.93		1235910072	$721.93	
1235610057	$721.93		1235910083	$721.93	
1235610068	$721.93		1235920019	$721.93	
1235610079	$721.93		1235920020	$721.93	
1235700011	$721.93		1235920031	$721.93	
1235700022	$721.93		1236000013	$721.93	
1235700033	$721.93		1236000024	$721.93	
1235700044	$721.93		1236000035	$721.93	
1236000046	$721.93		1236130035	$721.93	

LIST OF ASSESSMENTS
LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 & 29589)
FISCAL YEAR 2016-2017

Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded
1236000057	$721.93	
1236000068	$721.93	
1236000079	$721.93	
1236000080	$721.93	
1236000091	$721.93	
1236000101	$721.93	
1236000112	$721.93	
1236000123	$721.93	
1236000134	$721.93	
1236000178	$721.93	
1236000189	$721.93	
1236000190	$721.93	
1236000200	$721.93	
1236000211	$721.93	
1236000222	$721.93	
1236000233	$721.93	
1236020019	$721.93	
1236020020	$721.93	
1236020031	$721.93	
1236020042	$721.93	
1236020053	$721.93	
1236020064	$721.93	
1236020075	$721.93	
1236020086	$721.93	
1236020097	$721.93	
1236020107	$721.93	
1236020118	$721.93	
1236100014	$721.93	
1236100025	$721.93	
1236110017	$721.93	
1236110028	$721.93	
1236110039	$721.93	
1236120010	$721.93	
1236120021	$721.93	
1236120032	$721.93	
1236120043	$721.93	
1236120054	$721.93	
1236120065	$721.93	
1236120076	$721.93	
1236120087	$721.93	
1236120098	$721.93	
1236120108	$721.93	
1236120119	$721.93	
1236120120	$721.93	
1236130013	$721.93	
1236130024	$721.93	
1236300182	$721.93	
1236300193	$721.93	

Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded
1236130046	$721.93	
1236130057	$721.93	
1236130068	$721.93	
1236130079	$721.93	
1236130080	$721.93	
1236200015	$721.93	
1236200026	$721.93	
1236200037	$721.93	
1236200048	$721.93	
1236200059	$721.93	
1236200060	$721.93	
1236200071	$721.93	
1236210018	$721.93	
1236210029	$721.93	
1236210030	$721.93	
1236210041	$721.93	
1236210052	$721.93	
1236210063	$721.93	
1236210074	$721.93	
1236210085	$721.93	
1236210096	$721.93	
1236210106	$721.93	
1236210117	$721.93	
1236210128	$721.93	
1236210139	$721.93	
1236210140	$721.93	
1236210151	$721.93	
1236210162	$721.93	
1236210173	$721.93	
1236300016	$721.93	
1236300027	$721.93	
1236300038	$721.93	
1236300049	$721.93	
1236300050	$721.93	
1236300061	$721.93	
1236300072	$721.93	
1236300083	$721.93	
1236300094	$721.93	
1236300104	$721.93	
1236300115	$721.93	
1236300126	$721.93	
1236300137	$721.93	
1236300148	$721.93	
1236300159	$721.93	
1236300160	$721.93	
1236300171	$721.93	
1236600086	$721.93	
1236600097	$721.93	

LIST OF ASSESSMENTS
LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 & 29589)
FISCAL YEAR 2016-2017

Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded
1236300203	$721.93	
1236300214	$721.93	
1236300225	$721.93	
1236300236	$721.93	
1236400017	$721.93	
1236400028	$721.93	
1236400039	$721.93	
1236400040	$721.93	
1236400051	$721.93	
1236400105	$721.93	
1236400116	$721.93	
1236400127	$721.93	
1236400138	$721.93	
1236400149	$721.93	
1236400150	$721.93	
1236400161	$721.93	
1236400172	$721.93	
1236400183	$721.93	
1236400194	$721.93	
1236400204	$721.93	
1236400215	$721.93	
1236500018	$721.93	
1236500029	$721.93	
1236500030	$721.93	
1236500041	$721.93	
1236500052	$721.93	
1236500063	$721.93	
1236500074	$721.93	
1236500085	$721.93	
1236500096	$721.93	
1236500106	$721.93	
1236500117	$721.93	
1236500128	$721.93	
1236500139	$721.93	
1236500140	$721.93	
1236510011	$721.93	
1236510022	$721.93	
1236510033	$721.93	
1236600019	$721.93	
1236600020	$721.93	
1236600031	$721.93	
1236600042	$721.93	
1236600053	$721.93	
1236600064	$721.93	
1236600075	$721.93	
1682500053	$0.00	undeveloped
1682500064	$0.00	undeveloped
1682500075	$0.00	undeveloped

Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded
1236600107	$721.93	
1236600118	$721.93	
1236600129	$721.93	
1236600130	$721.93	
1236600141	$721.93	
1236610012	$721.93	
1236610023	$721.93	
1236610034	$721.93	
1236610045	$721.93	
1236610056	$721.93	
1236610067	$721.93	
1236610078	$721.93	
1236610089	$721.93	
1236610090	$721.93	
1236610100	$721.93	
1236610111	$721.93	
1236700010	$721.93	
1236700021	$721.93	
1236700032	$721.93	
1236700043	$721.93	
1236700054	$721.93	
1236700065	$721.93	
1236700076	$721.93	
1236700087	$721.93	
1236700098	$721.93	
1236710013	$721.93	
1236710024	$721.93	
1236710035	$721.93	
1236710046	$721.93	
1236710057	$721.93	
1236710068	$721.93	
1236710079	$721.93	
1236710080	$721.93	
1236710091	$721.93	
1236710101	$721.93	
1236710112	$721.93	
1236710123	$721.93	
1236710134	$721.93	
1236710145	$721.93	
1236710156	$721.93	
1236710167	$721.93	
1235800209	$0.00	Vacant-directly bill
1235800210	$0.00	Vacant-directly bill
1682500031	$0.00	undeveloped
1682500042	$0.00	undeveloped
1682700011	$721.93	
1682700022	$721.93	
1682700033	$721.93	

LIST OF ASSESSMENTS
LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 & 29589)
FISCAL YEAR 2016-2017

Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded	Parcel No,	As Preliminarily Approved	As Finally Confirmed and Recorded
1682500086	$0.00	undeveloped	1682700044	$721.93	
1682500097	$0.00	undeveloped	1682700055	$721.93	
1682500107	$0.00	undeveloped	1682700066	$721.93	
1682500118	$0.00	undeveloped	1682700077	$721.93	
1682500129	$0.00	undeveloped	1682700088	$721.93	
1682500130	$0.00	Golf Course Lot	1682700099	$721.93	
1682500141	$0.00	undeveloped	1682700109	$721.93	
1682500152	$0.00	undeveloped	1682700110	$721.93	
1682500163	$0.00	undeveloped	1682700121	$721.93	
1682500174	$0.00	undeveloped	1682700132	$721.93	
1682500185	$0.00	Vacant-directly bill	1682700143	$721.93	
1682500196	$0.00	undeveloped	1682700154	$721.93	
1682500206	$0.00	undeveloped	1682700165	$721.93	
1682500217	$0.00	Golf Course Lot	1682710014	$721.93	
1682500228	$0.00	undeveloped	1682710025	$721.93	
1682500239	$0.00	undeveloped	1682710036	$721.93	
1682500240	$0.00	undeveloped	1682710047	$721.93	
1682500251	$0.00	Vacant-directly bill	1682710058	$721.93	
1682500262	$0.00	undeveloped	1682800012	$721.93	
1682500273	$0.00		1682800023	$721.93	
1682500284	$0.00		1682800034	$721.93	
1682500295	$0.00	undeveloped	1682800045	$721.93	
1682600010	$721.93		1682800056	$721.93	
1682600021	$721.93		1682800067	$721.93	
1682600032	$721.93		1682810015	$721.93	
1682600043	$721.93		1682810026	$721.93	
1682600054	$721.93		1682810037	$721.93	
1682600065	$721.93		1682810048	$721.93	
1682600076	$721.93		1682810059	$721.93	
1682600087	$721.93		1682810060	$721.93	
1682600098	$721.93		1682810071	$721.93	
1682600108	$721.93		1682810082	$721.93	
1682600119	$721.93		1682820018	$721.93	
1682600120	$721.93		1682820029	$721.93	
1682600131	$721.93		1682820030	$721.93	
1682600142	$721.93		1682820041	$721.93	
1682600153	$721.93		1682900013	$721.93	
1682600164	$721.93		1682900024	$721.93	
1682600175	$721.93		1682900035	$721.93	
1682600186	$721.93		1682900046	$721.93	
1682600197	$721.93		1682900057	$721.93	
1682600207	$721.93		1682900068	$721.93	
1682600218	$721.93		1682900079	$721.93	
1682600229	$721.93		1682900080	$721.93	
1682900091	$721.93		1683000321	$721.93	
1682900101	$721.93		1683000332	$721.93	
1682900112	$721.93		1683000343	$721.93	
1682910016	$721.93		1683000354	$721.93	

LIST OF ASSESSMENTS
LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 & 29589)
FISCAL YEAR 2016-2017

Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded	Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded
1682910027	$721.93		1683000365	$721.93	
1682910038	$721.93		1683000376	$721.93	
1682910049	$721.93		1683000387	$721.93	
1682910050	$721.93		1683000398	$721.93	
1682910061	$721.93		1683100014	$721.93	
1682920019	$721.93		1683110017	$721.93	
1682920020	$721.93		1683110028	$721.93	
1682920031	$721.93		1683110039	$721.93	
1682920042	$721.93		1683110040	$721.93	
1682920053	$721.93		1683110051	$721.93	
1682920064	$721.93		1683110062	$721.93	
1682920075	$721.93		1683110073	$721.93	
1683000013	$721.93		1683110084	$721.93	
1683000024	$721.93		1683110095	$721.93	
1683000035	$721.93		1683110105	$721.93	
1683000046	$721.93		1683110116	$721.93	
1683000057	$721.93		1683110127	$721.93	
1683000068	$721.93		1683110138	$721.93	
1683000079	$721.93		1683110149	$721.93	
1683000080	$721.93		1683110150	$721.93	
1683000091	$721.93		1683110161	$721.93	
1683000101	$721.93		1683110172	$721.93	
1683000112	$721.93		1683110183	$721.93	
1683000123	$721.93		1683120010	$721.93	
1683000134	$721.93		1683120021	$721.93	
1683000145	$721.93		1683120032	$721.93	
1683000156	$721.93		1683120043	$721.93	
1683000167	$721.93		1683120054	$721.93	
1683000178	$721.93		1683120065	$721.93	
1683000189	$721.93		1683120076	$721.93	
1683000190	$721.93		1683120087	$721.93	
1683000200	$721.93		1683120098	$0.00	
1683000211	$721.93		1683200015	$721.93	
1683000222	$721.93		1683200026	$721.93	
1683000233	$721.93		1683200037	$721.93	
1683000244	$721.93		1683200048	$721.93	
1683000255	$721.93		1683200059	$721.93	
1683000266	$721.93		1683200060	$721.93	
1683000277	$721.93		1683200071	$721.93	
1683000288	$721.93		1683200082	$721.93	
1683000299	$721.93		1683200093	$721.93	
1683000309	$721.93		1683200103	$721.93	
1683000310	$721.93		1683200114	$721.93	
1683200125	$721.93		1683500181	$293.68	
1683200136	$721.93		1683500191	$293.68	
1683200147	$721.93		1683500201	$293.68	
1683200158	$721.93		1683500211	$293.68	
1683200169	$721.93		1683500221	$293.68	

LIST OF ASSESSMENTS
LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH – TRACTS 29588 & 29589)
FISCAL YEAR 2016-2017

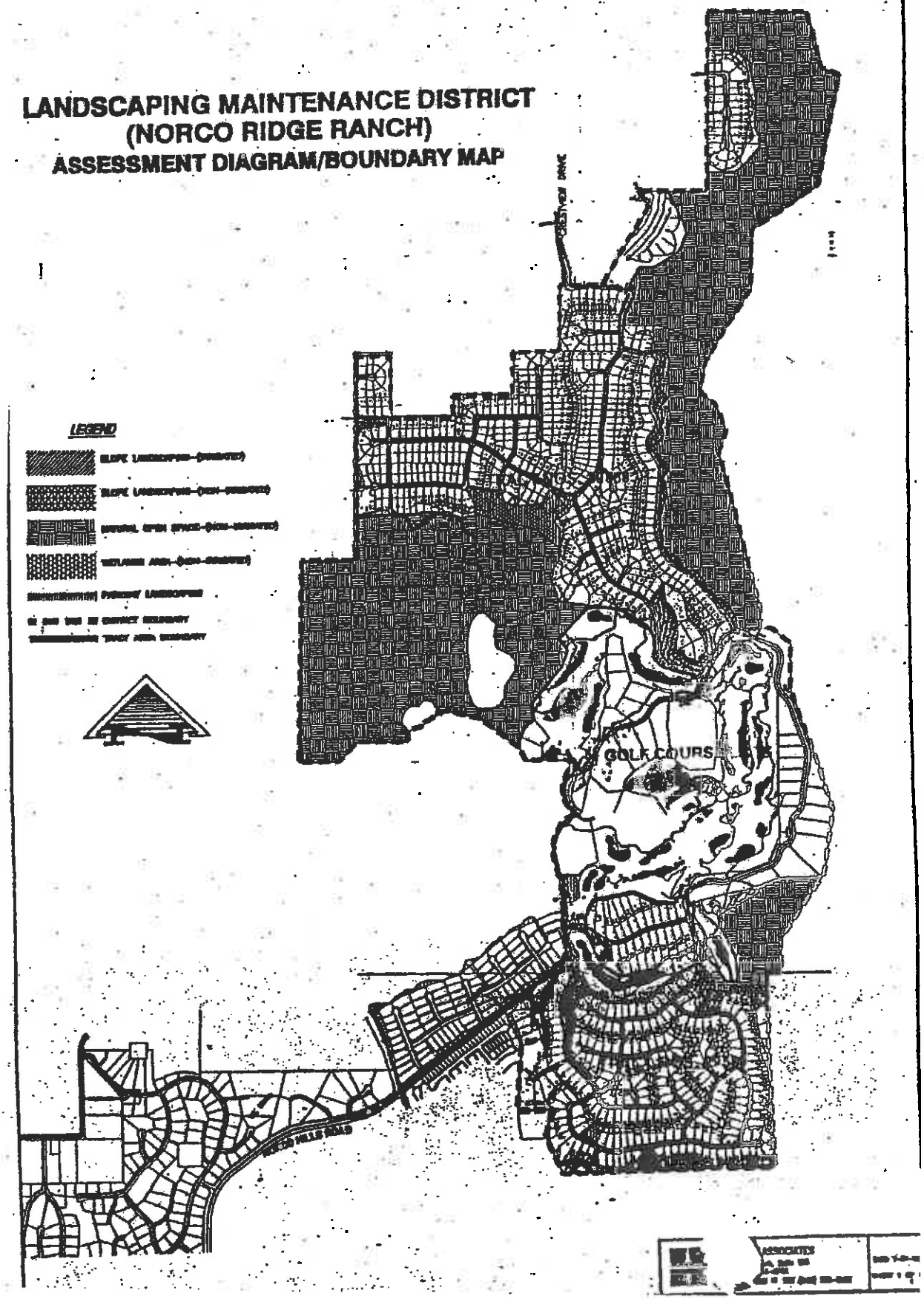
Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded	Parcel No.	As Preliminarily Approved	As Finally Confirmed and Recorded
1683200170	$721.93		1683500231	$293.68	
1683210018	$721.93		1683500241	$293.68	
1683210029	$721.93		1683500511	$293.68	
1683210030	$721.93				
1683210041	$721.93		**TOTAL TO BE ASSESSED**		**$395,018.41**
1683210052	$721.93				
1683210063	$721.93				
1683210074	$721.93				
1683210085	$721.93				
1683210096	$721.93				
1683210106	$721.93				
1683210117	$721.93				
1683210128	$721.93				
1683210139	$721.93				
1683500011	$293.68				
1683500021	$293.68				
1683500031	$293.68				
1683500041	$293.68				
1683500051	$293.68				
1683500061	$293.68				
1683500071	$293.68				
1683500081	$293.68				
1683500091	$293.68				
1683500101	$293.68				
1683500111	$293.68				
1683500121	$293.68				
1683500131	$293.68				
1683500141	$293.68				
1683500151	$293.68				
1683500161	$293.68				
1683500171	$293.68				

PART E

ASSESSMENT DIAGRAM

An Assessment Diagram for the Assessment District is on file in the office of the City Engineer. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of Riverside, for the year when this Report was prepared, and are incorporated by reference herein and made part of this Report. A reduced scale map depicting the assessment diagram is attached hereto.

LANDSCAPING MAINTENANCE DISTRICT
(NORCO RIDGE RANCH)
ASSESSMENT DIAGRAM/BOUNDARY MAP



LMD 4 – Norco Ridge Ranch

OPTION 4
(Utility Overcharges Refunded to Property Owners)

Part B & C

OPTION 4 (Utility Overcharges refunded to Property Owners):

The 1972 Act requires that a special fund to set up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. The City may advance funds to the District, if needed, to ensure adequate cash flow, and will be reimbursed for any such advances upon receipt of assessments. Any surplus or deficit remaining on July 1 must be carried over to the next fiscal year. For fiscal year ending June 30, 2016 the fund balance and cash flow funding needs are as follows:

Fund Balance		
Estimated Ending Fund Balance July 1, 2016		**$474,842.00**
Unencumbered	$358,201.00	
Trail Maintenance Reserve	$44,000.00	
Unspent 2014 Thru 2016 Trail Fence Replacement	$52,641.00	
2014/15 Capital Project Drainage	$20,000.00	
Subtotal July 1, 2016	**$474,842.00**	
Estimated Surplus 2016/17	$0.00	
2016/17 Trail Fence Replacement Fund (Encumbered for Future Project)	$75,000.00	
Estimated Fund Balance June 30, 2017	**$549,842.00**	**$549,842.00**
Estimated Fund Balance Needs:		
6 Months Operating Cash Flow	$235,008.00	
Capital Projects (Fence)		
Needed for Future Trail Fence Replacement - 10 Years of 15 Year Useful Life	$ 556,610.00	
Total Estimated Needs	**$791,618.00**	**$791,618.00**
Estimated Surplus or (Unfunded Needs): July 1, 2016		$(241,776.00)

Total Replacement Cost for Vinyl Trail Fence (64,224 Lineal Feet @ $13.00/LF)	$ 834,912.00
Annual Set-Aside for Budgeted Trail Fence Replacement (15 YR replacement cycle for existing wood fencing)*	$ 55,661.00

*Replacement cycle for vinyl fencing will be 25 years ($33,397/yr) as wood fencing is replaced.

The City Council at a previous assessment public hearing authorized the construction of drainage improvements generally along driveways to intercept water runoff at locations causing moderate to severe erosion. In Fiscal Year 2011-12, Phase I of the project, was completed at those areas where runoff caused severe erosion. For Fiscal Year 2012-13, Phase II of the project, runoff where moderate erosion was occurring, was undertaken. This project affected 84 locations (83 homes) at a cost of $214,750 (contract amount $218,680). The life expectancy of the now ten year old fencing is twelve to fifteen years. This capital project, which may be broken up into phases, will consist of the replacement of approximately

OPTION 4 (Utility Overcharges refunded to Property Owners):

64,224 lineal feet of trail fencing at a 2015 cost of $13.00 per lineal foot for vinyl fencing for a total cost of $834,912.00 with a 25 year life expectancy.
The total annual levy of assessments hereunder may be increased annually by an amount not to exceed the increase in the consumer price index applicable to the City of Norco. In no case may the increase exceed the actual cost of providing the services rendered within and pursuant to the District.

Per Parcel Levy: $861.59 & $293.68

OPTION 4 (Utility Overcharges refunded to Property Owners):

PART C

METHOD OF APPORTIONMENT

The law requires and the statutes provide that assessments, as levied pursuant to the provisions of the "Landscaping and Lighting Act of 1972," must be based on the benefit that the properties receive from the works of improvement. The statute does not specify the method or formula that should be used in any special assessment district proceedings. The Assessment Engineer is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation. For these proceedings, the City has based its determination on standard assessment practices utilized by consulting civil engineers with a background of experience in the design of such works of improvement and experience in the completion of assessment district formation projects.

REASON FOR THE ASSESSMENT

The assessment is proposed to be levied to defray the costs of the operation, servicing and maintenance of landscaping and appurtenant improvements within the public rights-of-way, as previously defined herein in Part A of this Report.

APPORTIONMENT OF COSTS

In further making the analysis, it is necessary that the property owners receive a special and direct benefit distinguished from that of the general public. In this case, several factors are being used in the final method and spread and assessment.

The individual parcels of land within the Assessment District are currently developed or have the potential for development to single family residential units. The proposed improvements are designed to enhance the appearance and appeal of the District and all of the parcels within. The improvements will provide a sense of neighborhood identity for the District. As such, each parcel will benefit equally from the proposed improvements.

In conclusion, it is my opinion that the assessments for the referenced Assessment District have been spread in direct accordance with the benefits that each parcel receives from the works of improvements.

The amount to be paid for the maintenance of said improvements, and the expenses incidental thereto, are as follows:

	(1) As Filed	(2) As Preliminarily Approved	(3) As Finally Approved
Cost of Maintenance	$ 327,413.00	$	$
Capital Project	$ 75,000.00	$	$
Incidental Expenses	$ 51,281.00	$_____	$_____
Operating Contingency	$ 16,371.00	$	$
Total Cost	$ 470,015.00	$	$
Surplus or (Deficit) from Previous Year	$ 0.00	$_____	$_____
NET TO BE ASSESSED FOR FISCAL YEAR 2016-2017	$ 470,015.00	$	$

OPTION 4 (Utility Overcharges refunded to Property Owners):

The table below provides the assessment apportionment for the various development areas within the Norco Ridge Ranch Specific Plan and shows the maximum annual assessment rate per planned SFR lot. The golf course lots are undeveloped.

Tract Nos.	SFR Lots	Total Assessment Estimate	**Proposed Levy Rate per SFR Lot **
TR 29588,-2,-3,-4,-5	293	$252,445.87	$ 861.59/lot
TR 29589-1,-2,-3	239	$205,920.01	$ 861.59/lot
TR 29588-1*	25	$ 7,342.00	$ 293.68/lot
Other Assessable Lots	5	$ 4,307.95	$ 861.59/lot
	562	$470,015.83	

*Lots in TR 29588-1 receive only the benefit of trail maintenance. The Subdivision is not contiguous with Norco Ridge Ranch.

**The maximum annual maintenance assessment rates may be increased each year by the annual change in the Consumer Price Index (CPI), during the preceding year ending in March, for All Urban Consumers, for the Los Angeles, Riverside and Orange County areas. The annual CPI ending March 31, 2016 was 1.7.%, for a maximum assessment of $995.24 /lot for those receiving full benefit. The maximum assessment is not being proposed to be levied.

The actual assessments levied in any fiscal year will be as approved by the City Council and may not exceed the maximum assessment rate without receiving property owner approval for the increase.

LMD 4 – Norco Ridge Ranch

OPTION 5
(Utility Overcharges to be Used for Trail Fence Replacement Over 2 years)

Part B & C

OPTION 5 (Utility Overcharges to be used for Trail Fence Replacement over 2 years):

PART B
ESTIMATE OF COST
LANDSCAPE MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH-TRACTS 29588 & 29589)
NORCO, CALIFORNIA

The estimated costs for the operation, maintenance and servicing of the facilities, shown below, are the estimated costs of maintenance if the facilities were fully maintained for Fiscal Year 2016-2017. The 1972 Act provides that the total cost of the maintenance and services, together with incidental expenses, may be financed from the assessment proceeds. The incidental expenses may include engineering fees, legal fees, printing, mailing, postage, publishing, and all other related costs identified with district proceedings.

Direct Cost				
Contractual Maintenance (34105)				
1 Landscape Maintenance		$131,548.00		
Non-Irrigated Slope Landscaping				
Fuel Modification				
Zone B "Irrigated Zone"				
Zone C "Thinning Zone"				
Zone D "Thinning Zone"				
Parkway Landscaping - Park ($599.00/mo)				
2 Natural Open Space	$	11,000.00		
3 Wetlands Area	$	5,000.00		
4 Equestrian Trails	$	72,756.00		
5 Drain Management	$	20,000.00		
Utilities (33100)				
Water	$	70,000.00		
Electrical	$	11,392.00		
Phone	$	717.00		
Annual Tree Replacement (32405)	$	5,000.00		
Subtotal Direct Cost	$	327,413.00	$	327,413.00
Operating Contingency (5 percent)				$16,371.00
Operating Reserve For Trail Maintenance*				$0.00
Capital Project: Trail Fence Replacement			$	75,000.00
Capital Project: Trail Fence Replacement Utility Overcharges			$	220,189.00
Capital Project: Drainage Enhancement				$0.00
Administrative Costs				
Observation: City Staff to Manage District (30105)	$	15,756.00		
Engineer's Report (34110)	$	3,600.00		
City Overhead/Administration (34135)	$	30,724.00		
Riverside County Admin. Fees (35210)	$	401.00		
Incidentals (30405)	$	750.00		
Subtotal Administrative Costs	$	51,231.00	$	51,231.00
Operating Reserve				0.00
TOTAL ANNUAL BUDGET			$	690,204.00

*The "Operating Reserve for Trail Maintenance" is a yearly line item in the budget (Estimate Of Cost) set-up to build a fund balance for capital improvements projects within the equestrian trail. The trail improvements include but are not limited to the construction of drainage improvements, to protect the trail from erosion, replacements of trail fencing and catastrophic trail failure.

OPTION 5 (Utility Overcharges to be used for Trail Fence Replacement over 2 years):

The 1972 Act requires that a special fund to set up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. The City may advance funds to the District, if needed, to ensure adequate cash flow, and will be reimbursed for any such advances upon receipt of assessments. Any surplus or deficit remaining on July 1 must be carried over to the next fiscal year. For fiscal year ending June 30, 2016 the fund balance and cash flow funding needs are as follows:

Fund Balance		
Estimated Ending Fund Balance Before Adjustment July 1, 2016		**$474,842.00**
Adjustment Due to Utility Overcharges		**$220,189.00**
Unencumbered	$578,390.00	
Trail Maintenance Reserve	$44,000.00	
Unspent 2014 Thru 2016 Trail Fence Replacement	$52,641.00	
2014/15 Capital Project Drainage	$20,000.00	
Subtotal July 1, 2016	**$695,031.00**	
Refunded Utility Over Charge as Capital Trail Fence Replacement Project to be spent in 2016/17	($220,189.00)	
Estimated Surplus 2016/17	$0.00	
Unspent Trail Fence Replacement Fund Capital Project to be spent in 2016/17	($52,641.00)	
Estimated Fund Balance June 30, 2017	**$422,201.00**	**$422,201.00**
Estimated Fund Balance Needs:		
6 Months Operating Cash Flow	$235,008.00	
Capital Projects (Fence)		
Needed for Future Trail Fence Replacement – 5,682 LF @ $13.00/LF	$ 73,866.00**	
Total Estimated Needs	**$308,874.00**	**$308,874.00**
Estimated Surplus or (Unfunded Needs): July 1, 2016		$113,327.00

Total Replacement Cost for Vinyl Trail Fence (64,224 Lineal Feet @ $13.00/LF)	$ 834,912.00
Annual Set-Aside for Budgeted Trail Fence Replacement (15 YR replacement cycle for existing wood fencing)*	$ 55,661.00

*Replacement cycle for vinyl fencing will be 25 years ($33,397/yr) as wood fencing is replaced.

** Assumes that in Fiscal Year 2016/17, all funds allocated to fence trail replacement were spent on a trail fence replacement capital project. The funds allocated include one half of the utility overcharge ($220,189), the Fiscal Year 2016/17 budgeted amount ($75,000), and previously unspent funds ($52,641) for a total project of $347,830. At $13.00/LF the project would construct 26,756 LF of trail fence. The commitment of the balance of the utility overcharge ($220,189) in Fiscal Year 2017/18 would construct another 16,938 LF of fence. When these two fiscal years are combined with what was constructed in Fiscal Year 2015/16 (14,848 LF) only 5,682 LF will be left to construct.

The City Council at a previous assessment public hearing authorized the construction of drainage improvements generally along driveways to intercept water runoff at locations

OPTION 5 (Utility Overcharges to be used for Trail Fence Replacement over 2 years):

causing moderate to severe erosion. In Fiscal Year 2011-12, Phase I of the project, was completed at those areas where runoff caused severe erosion. For Fiscal Year 2012-13, Phase II of the project, runoff where moderate erosion was occurring, was undertaken. This project affected 84 locations (83 homes) at a cost of $214,750 (contract amount $218,680). The life expectancy of the now ten year old fencing is twelve to fifteen years. This capital project, which may be broken up into phases, will consist of the replacement of approximately 64,224 lineal feet of trail fencing at a 2015 cost of $13.00 per lineal foot for vinyl fencing for a total cost of $834,912.00 with a 25 year life expectancy.

The total annual levy of assessments hereunder may be increased annually by an amount not to exceed the increase in the consumer price index applicable to the City of Norco. In no case may the increase exceed the actual cost of providing the services rendered within and pursuant to the District.

Per Parcel Levy: $861.59 & $293.68

OPTION 5 (Utility Overcharges to be used for Trail Fence Replacement over 2 years):

PART C

METHOD OF APPORTIONMENT

The law requires and the statutes provide that assessments, as levied pursuant to the provisions of the "Landscaping and Lighting Act of 1972," must be based on the benefit that the properties receive from the works of improvement. The statute does not specify the method or formula that should be used in any special assessment district proceedings. The Assessment Engineer is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation. For these proceedings, the City has based its determination on standard assessment practices utilized by consulting civil engineers with a background of experience in the design of such works of improvement and experience in the completion of assessment district formation projects.

REASON FOR THE ASSESSMENT

The assessment is proposed to be levied to defray the costs of the operation, servicing and maintenance of landscaping and appurtenant improvements within the public rights-of-way, as previously defined herein in Part A of this Report.

APPORTIONMENT OF COSTS

In further making the analysis, it is necessary that the property owners receive a special and direct benefit distinguished from that of the general public. In this case, several factors are being used in the final method and spread and assessment.

The individual parcels of land within the Assessment District are currently developed or have the potential for development to single family residential units. The proposed improvements are designed to enhance the appearance and appeal of the District and all of the parcels within. The improvements will provide a sense of neighborhood identity for the District. As such, each parcel will benefit equally from the proposed improvements.

In conclusion, it is my opinion that the assessments for the referenced Assessment District have been spread in direct accordance with the benefits that each parcel receives from the works of improvements.

The amount to be paid for the maintenance of said improvements, and the expenses incidental thereto, are as follows:

	(1) As Filed	(2) As Preliminarily Approved	(3) As Finally Approved
Cost of Maintenance	$ 327,413.00	$	$
Capital Project	$ 295,189.00	$	$
Incidental Expenses	$ 51,281.00	$	$
Operating Contingency	$ 16,371.00	$	$
Total Cost	$ 690,204.00	$	$
Surplus, (Deficit) or Utility Overcharge from Previous Yr	$ 220,189.00	$	$
NET TO BE ASSESSED FOR FISCAL YEAR 2016-2017	$ 470,015.00	$	$

OPTION 5 (Utility Overcharges to be used for Trail Fence Replacement over 2 years):

The table below provides the assessment apportionment for the various development areas within the Norco Ridge Ranch Specific Plan and shows the maximum annual assessment rate per planned SFR lot. The golf course lots are undeveloped.

Tract Nos.	SFR Lots	Total Assessment Estimate	**Proposed Levy Rate per SFR Lot **
TR 29588,-2,-3,-4,-5	293	$ 252,445.87	$ 861.59/lot
TR 29589-1,-2,-3	239	$ 205,920.01	$ 861.59/lot
TR 29588-1*	25	$ 7,342.00	$ 293.68/lot
Other Assessable Lots	5	$ 4,307.95	$ 861.59/lot
	562	$ 470,015.83	

*Lots in TR 29588-1 receive only the benefit of trail maintenance. The Subdivision is not contiguous with Norco Ridge Ranch.

**The maximum annual maintenance assessment rates may be increased each year by the annual change in the Consumer Price Index (CPI), during the preceding year ending in March, for All Urban Consumers, for the Los Angeles, Riverside and Orange County areas. The annual CPI ending March 31, 2016 was 1.7.%, for a maximum assessment of $995.24 /lot for those receiving full benefit. The maximum assessment is not being proposed to be levied.

The actual assessments levied in any fiscal year will be as approved by the City Council and may not exceed the maximum assessment rate without receiving property owner approval for the increase.

RESOLUTION NO. 2016-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO ORDERING THE CONTINUATION OF A LANDSCAPING MAINTENANCE DISTRICT AND CONFIRMING A DIAGRAM AND ASSESSMENT AND PROVIDING FOR ANNUAL ASSESSMENT LEVY

WHEREAS, The City Council has initiated proceedings for the continuation of a Landscaping Maintenance District and the annual levy of assessments for said District pursuant to the terms and provision of the "Landscaping and Street Lighting Act of 1972," being Part 2 of Division 15 of the Streets and Highways Code of the State of California, in a district known and designated as:

CITY OF NORCO
LANDSCAPING MAINTENANCE DISTRICT NO. 4
(NORCO RIDGE RANCH, TRACT 29588 AND 29589)

WHEREAS, the City Council has ordered the preparation of a report and the City Engineer has prepared and filed with this City Council a report pursuant to law for its consideration and subsequently thereto this City Council did adopt its Resolution of Intention to levy and collect assessments for the next ensuing fiscal year relating to the above-referenced District, and further did proceed to give notice of the time and place for a Public Hearing on all matters relating thereto; and,

WHEREAS, at this time, this City Council has heard all testimony and evidence, has tabulated all protests received, and desires to proceed with the annual levy of assessments.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. That the above-recitals are all true and correct.

SECTION 2. That upon the conclusion of the Public Hearing, protests submitted in opposition to continuation of the District filed, and not withdrawn, did not represent property owners owning more than fifty percent (50%) of the area of assessable land within the District, and all protests are overruled and denied.

SECTION 3. That this City Council hereby confirms the diagram and assessment as submitted and orders the annual levy of the assessment for the fiscal year and in the amounts as set forth in the Engineer's Report and as referred to in the Resolution of Intention as previously adopted relating to said annual assessment levy.

SECTION 4. That the diagram and assessment as set forth and contained in said Report are hereby confirmed and adopted by this City Council.

SECTION 5. That the adoption of this Resolution constitutes the levy of the assessment for the fiscal year.

SECTION 6. That the estimates of costs, the assessment diagram, the assessments and all other matters, as set forth in Engineer's "Report," pursuant to said "Landscaping and Street Lighting Act of 1972," as submitted, are hereby approved, adopted by this City Council and hereby confirmed.

SECTION 7. That the maintenance works and/or improvements contemplated by the Resolution of Intention shall be performed pursuant to law and the County Auditor shall enter on the County Assessment Roll the amount of the assessment and said assessment shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by said County, the net amount of the assessment shall be paid to the City Treasurer of said City.

SECTION 8. That the City Treasurer has previously established a special fund known as the CITY OF NORCO LANDSCAPING MAINTENANCE DISTRICT NO. 4, (NORCO RIDGE RANCH, TRACT 29588 AND 29589) into which the City Treasurer shall place all monies collected by the Tax Collector pursuant to the provisions of this Resolution and law and including any surplus amounts in those funds established for the existing Districts and said transfer shall be made and accomplished as soon as said monies have been made available to said City Treasurer.

SECTION 9. That the City Engineer is hereby ordered and directed to file a certified copy of the diagram and assessment roll with the County Auditor, together with a certified copy of this Resolution upon its adoption.

SECTION 10. That a certified copy of the assessment and diagram shall be filed in the office of the City Engineer, with a duplicate copy on file in the Office of the City Clerk and open for public inspection.

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

_____
Mayor of the City of Norco, California

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 Resolution was regularly introduced and adopted by the City Council of the City of Norco, California, at a regular meeting thereof held on July 20, 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 20, 2016.

_____
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

PREPARED BY: Chad Blais, Director of Public Works

DATE: July 20, 2016

SUBJECT: **Ordinance No. 1005, First Reading.** An Ordinance of the City Council of the City Of Norco, Amending Chapter 14.08 (PUBLIC SEWERAGE SYSTEM WASTES) to the Norco Municipal Code. Code Change 2016-03

RECOMMENDATION: Adopt **Ordinance No. 1005**, for first reading. Amending Chapter 14.08 (PUBLIC SEWERAGE SYSTEM WASTES) of the Norco Municipal Code.

SUMMARY: Chapter 14.08, Public Sewerage System Wastes, was amended and updated in 2001 (Ordinance 776). Ordinance 776 was modified to remain in compliance with required changes to the Western Riverside County Regional Wastewater Authority (WRCRWA) regional discharge permit issued by the California Regional Water Quality Control Board (RWQCB), Santa Ana Region. The proposed Ordinance revises the City's existing Chapter 14.08 of the Municipal Code to comply with the WRCRWA newly adopted Ordinance 2016-OR8 and the RWQCB requirements for Norco's Industrial Wastewater Pretreatment Program.

BACKGROUND/ANALYSIS: The City of Norco is a member agency of the Western Riverside County Regional Wastewater Authority (WRCRWA). The WRCRWA Board of Directors at their April 28, 2016 Board meeting adopted Wastewater Ordinance No. 2016-OR8. As a member agency, the City is required to comply with WRCRWA's wastewater discharge quality limits and pretreatment program set forth in Ordinance No. 2016-OR8.

WRCRWA and its member agencies are mandated by federal and state law, including the Clean Water Act (33 USC 1251, et. Seq.), General Pretreatment Regulations (40 CFR 403), and the Porter-Cologne Water Quality Control Act (Water Code 43 Sections 13000 et. Seq.), to implement and enforce a pretreatment program for the regulation of wastewater discharges to the WRCRWA treatment plant.

A recent Pretreatment Compliance Inspection (PCI) revealed the WRCRWA pretreatment program documents needed updating and did not meet regulatory requirements. Some of the updates included, in part: adding City of Corona to JPA, delegating WRCRWA (not RWQCB) as the designee to review and approve member agency compliance programs, update sampling methods and requirements, submittal of quarterly and annual reports by member agencies to WRCRWA for review and approval, and various other mandatory language changes identified by RWQCB.

The attached Ordinance revises the City's existing Chapter 14.08 to meet the requirements for waste discharges and pretreatment program compliance.

FINANCIAL IMPACT: N/A
Attachment: Ordinance No. 1005

Agenda Item 7.C.

ORDINANCE NO. 1005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA AMMENDING CHAPTER 14.08 "PUBLIC SEWERAGE SYSTEM WASTES" OF THE NORCO MUNICIPAL CODE

WHEREAS, on February 5, 1992, the Norco City Council authorized the City's participation in the Western Riverside County Regional Wastewater Joint Powers Authority ("Authority"); and

WHEREAS, on December 18, 1997, the Board of Directors of the Authority adopted Ordinance No. 97-0R5 regulating the availability and use of the Regional Sewerage System, and also adopted Resolution No. 97-39 establishing local discharge limits, and approved the Regional Pretreatment Agreement between the Authority and Contracting Agencies, including the City of Norco, which governs the implementation, administration and enforcement of the Industrial Wastewater Pretreatment Program required for all dischargers of industrial waste into the Regional Sewerage System; and

WHEREAS, the Norco City Council on April 15, 1998, agreed to discharge its wastewater into the Authority's regional sewage collection system and treatment plant in accordance with the Regional Pretreatment Agreement between the Authority and Contracting Agencies; and

WHEREAS, the Board of Directors of the Authority on December 7, 2000 by Ordinance No. 97-0R5 and Resolution No. 00-66 amended its local discharge limits; and

WHEREAS, the Board of Directors of the Authority on April 28, 2016 by Ordinance No. 2016-0R8 and Resolution No. 00-66 amended its local discharge limits; and

WHEREAS, the City of Norco by this Ordinance intends to provide for the regulation of wastewater discharged to its wastewater system by users, including industrial and wholesale users, which is thereafter discharged to the Regional Sewerage System, and to comply with local, state, and federal rules, regulations, and laws governing such discharges to the Regional Sewerage System.

NOW, THEREFORE, the City Council of the City of Norco does hereby find, determine, order and resolve as follows:

Section 1. A new Section 14.08.001 is hereby added to read as follows:

14.08.001 GENERAL PROVISIONS

1.1 AUTHORIZATION

This Ordinance is enacted by the City of Norco ("the City") pursuant to the authorization of California Government Code Section 54739 et seq., the Clean Water Act (33 USC 1251 et seq.) and the General Pretreatment Regulations (40 CFR 403)

1.2 PURPOSE AND POLICY

The purpose of this Ordinance is to provide for the regulation of wastewater discharges to the City's Sanitary Sewer Wastewater Collection System which are thereafter discharged to the Western Riverside County Wastewater Treatment Plant. The Ordinance authorizes issuance of individual wastewater discharge permits; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires User reporting; and provides for setting of fees for the equitable distribution of costs resulting from the program established herein. The Ordinance establishes procedures for complying with requirements placed upon the City by local, State of California, and federal regulations. This Ordinance sets forth the requirements for Users of the Publicly Owned Treatment Works (POTW) for the Western Riverside County Regional Wastewater Authority (the "Authority"), and enables the City and the Authority to comply with all applicable State and Federal laws, including the Clean Water Act (33 U.S.C. Section 1251 et seq.) and the General Pretreatment Regulations (Title 40 CFR Part 403).

The objectives of this Ordinance are:

1.2.1 To prevent the introduction of pollutants into the Publicly Owned Treatment Works that will interfere with its operation;

1.2.2 To prevent the introduction of pollutants into the POTW that will pass through the POTW, inadequately treated, into receiving waters, or otherwise be incompatible with the POTW;

1.2.3 To protect both POTW personnel who may be affected by wastewater and sludge in the course of their employment and the general public;

1.2.4 To promote reuse and recycling of industrial wastewater and sludge from the POTW;

1.2.5 To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the Publicly Owned Treatment Works; and

1.2.6 To enable the Authority to comply with its National Pollutant Discharge Elimination System permit conditions, sludge use, and disposal requirements, and any other Federal or State laws to which the POTW is subject.

1.3 ADMINISTRATION

This Ordinance shall apply to all discharges, whether direct or indirect, to the City's wastewater system and shall be interpreted in accordance with definitions set forth in Section 1.7 of this Ordinance. This Ordinance provides for the regulation of the quantity and quality of wastewater to be discharged to the regional sewerage system, the degree of waste pretreatment required, the setting of charges to provide for equitable distribution of costs, the issuance of permits for non-domestic wastewater discharge, all other permits as required, and the establishment of penalties for violation of this Ordinance.

It is the intent of this Ordinance to recognize that the City as a Member Agency with a pretreatment program approved by the Authority has the primary responsibility for compliance monitoring and enforcement of the federal, state and locally mandated pretreatment regulations. However, in the event the City does not take appropriate action to enforce Pretreatment standards and Requirements, the Authority has the right to take administrative or legal action. Any powers granted to or duties imposed upon the Administrator may be delegated by the Administrator to a duly authorized individual.

1.4 ORDINANCE IN FORCE

This Ordinance shall be in full force and effect thirty (30) days after final passage thereof.

1.5 DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

Except as otherwise provided herein, the City's Director of Public Works shall administer, implement, and enforce the provisions of this Ordinance.

1.6 ABBREVIATIONS

The following abbreviations, when used in this Ordinance, shall have the designated meanings:

BOD	Biochemical Oxygen Demand
BMP	Best Management Practice
BMR	Baseline Monitoring Report
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act

CFR	Code of Federal Regulations
CIU	Categorical Industrial User
COD	Chemical Oxygen Demand
EPA	U.S. Environmental Protection Agency
gpd	gallons per day
IU	Industrial User
mg/L	milligrams per Liter
µg/L	micrograms per Liter
NPDES	National Pollutant Discharge Elimination System
NSCIU	Non-Significant Categorical Industrial User
POTW	Publicly Owned Treatment Works
RCRA	Resource Conservation and Recovery Act
SIU	Significant Industrial User
SNC	Significant Noncompliance
TSS	Total Suspended Solids
U.S.C.	United States Code

1.7 DEFINITIONS

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this Ordinance, shall have the following meanings.

1.7.1 ACT OR "THE ACT." The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. Section 1251 et seq.

1.7.2 APPROVAL AUTHORITY. California Regional Water Quality Control Board for the Santa Ana Region.

1.7.3 AUTHORIZED OR DULY AUTHORIZED REPRESENTATIVE OF THE USER.

1.7.4.1 If the User is a corporation:

1.7.4.1.1 The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

1.7.4.1.2 The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures

to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge Permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

1.7.4.2 If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.

1.7.4.3 If the User is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

1.7.4.4 The individuals described in paragraphs 1 through 3, above, may designate a Duly Authorized Representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the Authority.

1.7.4 BIOCHEMICAL OXYGEN DEMAND OR BOD. The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20 degrees centigrade, usually expressed as a concentration (e.g., mg/L).

1.7.5 BEST MANAGEMENT PRACTICES OR BMPS means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 2.1 A and B. (40 CFR 403.5(a)(1) and (b)) BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

1.7.6 BOARD OF DIRECTORS, OR THE BOARD. The Board of Directors of the Western Riverside County Regional Wastewater Authority.

1.7.7 CATEGORICAL PRETREATMENT STANDARD OR CATEGORICAL STANDARD. Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C.

Section 1317) that apply to a specific category of Users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

1.7.8 CATEGORICAL INDUSTRIAL USER. An Industrial User subject to a categorical Pretreatment Standard or categorical Standard.

1.7.9 CHEMICAL OXYGEN DEMAND OR COD. A measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water.

1.7.10 CITY COUNCIL. The City Council of the City of Norco.

1.7.11 CONTRACTING AGENCY. Any Member Agency or outside entity contracted by the Authority to perform pretreatment program services in another Member Agency's jurisdiction.

1.7.12 CONTROL AUTHORITY. The Western Riverside County Regional Wastewater Authority also referred to as the "Authority."

1.7.13 COUNCIL. Shall mean the City Council of the City of Norco (the "City")

1.7.14 DAILY MAXIMUM. The arithmetic average of all effluent samples for a pollutant collected during a calendar day.

1.7.15 DAILY MAXIMUM LIMIT. The maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

1.7.16 DELIVERY POINT. Shall mean the transfer point at which sewage is delivered from a user into the City's wastewater system.

1.7.17 DIRECT DISCHARGE. Shall mean the intentional or unintentional release of treated or untreated sewage, wastewater or other pollutants into the City's wastewater system.

1.7.18 DIRECTOR. The person, agency and/or entity designated by the City to supervise and manage the operations of the POTW, and who is charged with certain duties and responsibilities by this Ordinance. The term also means a Duly Authorized Representative of the Administrator.

1.7.19 DISPOSAL FACILITIES. Shall mean all facilities owned, controlled and operated by the Authority or City to meet effluent discharge requirements.

1.7.20 DISPOSAL OR DISPOSE. Shall mean any process or method used for the elimination of beneficial use of sewage and any effluent or solid waste residuals thereof, including exportation from the City's service area.

1.7.21 DOMESTIC WASTE HAULER PERMIT. Shall mean a permit issued by the City establishing terms and conditions for discharging vehicular hauled sanitary wastes into the City's wastewater system.

1.7.22 ENVIRONMENTAL PROTECTION AGENCY OR EPA. The U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, the Regional Administrator, or other duly authorized official of said agency.

1.7.23 EXISTING SOURCE. Any source of discharge that is not a "New Source."

1.7.24 GRAB SAMPLE. A sample that is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

1.7.25 INDIRECT DISCHARGE OR DISCHARGE. The introduction of pollutants into the POTW from any nondomestic source.

1.7.26 INSTANTANEOUS LIMIT. The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

1.7.27 INTERFERENCE. A Discharge which, alone or in conjunction with a discharge or discharges from other sources, both:

1.7.27.1 Inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and

1.7.27.2 Therefore is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including title II, more

commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including State regulations contained in any State sludge management plan prepared pursuant to subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

1.7.28 LOCAL LIMIT. Specific discharge limits developed and enforced by the City or the Authority upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b).

1.7.29 LOCAL DISCHARGE LIMIT. Shall mean specific prohibitions or pollutant limitations as set forth in Resolution 00-66 of the Authority, and are applied at the point a local industrial user discharges into the City's sewage system.

1.7.30 MAY is permissive

1.7.31 MEDICAL WASTE. Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

1.7.32 MEMBER AGENCY. City of Corona, City of Norco, Home Gardens Sanitary District, Jurupa Community Services District, Western Municipal Water District.

1.7.33 MONTHLY AVERAGE. The sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

1.7.34 MONTHLY AVERAGE LIMIT. The highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

1.7.35 NEW SOURCE.

1.7.35.1 Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed Pretreatment Standards under Section 307(c) of the Act that will be applicable to such source if such Standards are thereafter promulgated in accordance with that section, provided that:

1.7.35.1.1 The building, structure, facility, or installation is constructed at a site at which no other source is located; or

1.7.35.1.2 The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an Existing Source; or

1.7.35.1.3 The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an Existing Source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the Existing Source, should be considered.

1.7.35.2 Construction on a site at which an Existing Source is located results in a modification rather than a New Source if the construction does not create a new building, structure, facility, or installation meeting the criteria of Section 1.7.35.1.2 and 1.7.35.1.3 above but otherwise alters, replaces, or adds to existing process or production equipment.

1.7.35.3 Construction of a New Source as defined under this paragraph has commenced if the owner or operator has:

1.7.35.3.1 Begun, or caused to begin, as part of a continuous onsite construction program

(i) any placement, assembly, or installation of facilities or equipment; or

(ii) significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or

1.7.35.3.2 Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

1.7.36 NONCONTACT COOLING WATER. Water used for cooling that does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

1.7.37 ORDINANCE. Shall mean this Ordinance, unless otherwise specified.

1.7.38 PASS THROUGH. A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the Authority's NPDES permit, including an increase in the magnitude or duration of a violation.

1.7.39 PERSON. Any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities.

1.7.40 PH is a measure of the acidity or alkalinity of a solution, expressed in standard units.

1.7.41 POLLUTANT. Shall include, but is not limited to: dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

1.7.42 PREMISES. Shall mean any lot, parcel of land, building or establishment, either residential, commercial, or industrial, both public and private, including schools, churches, and institutions without limitation.

1.7.43 PRETREATMENT. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable Pretreatment Standard.

1.7.44 PRETREATMENT REQUIREMENTS. Any substantive or procedural requirement related to pretreatment imposed on a User, other than a Pretreatment Standard

1.7.45 PRETREATMENT STANDARDS OR STANDARDS. Pretreatment Standards shall mean prohibited discharge standards, categorical Pretreatment Standards, and Local Limits.

1.7.46 PROHIBITED DISCHARGE STANDARDS OR PROHIBITED DISCHARGES. Absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 2.1 of this Ordinance.

1.7.47 PUBLICLY OWNED TREATMENT WORKS OR POTW. The treatment works, as defined by section 212 of the Act (33 U.S.C. section 1292), owned by the Authority. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances, which convey wastewater to the treatment plant.

1.7.48 SEPTIC TANK WASTE. Any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

1.7.49 SERVICE AREA. Shall mean all territory now or hereafter provided sewage service by the City.

1.7.50 SEWAGE. Human excrement and gray water (household showers, dishwashing operations, etc.).

1.7.51 SIGNIFICANT INDUSTRIAL USER (SIU). Except as provided in 40 CFR 403.39 (v)(2) and 40 CFR 403.3 (v)(3) of this Section, a Significant Industrial User is:

An Industrial User subject to categorical Pretreatment Standards; or

1.7.51.1 An Industrial User that:

1.7.51.1.1 Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater);

1.7.51.1.2 Contributes a process wastestream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or

1.7.51.1.3 Is designated as such by the City on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement.

1.7.52 SLUG LOAD OR SLUG DISCHARGE. Any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in Section 2.1 of this Ordinance. A Slug Discharge is any Discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, Local Limits or Permit conditions.

1.7.53 STORM WATER. Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

1.7.54 TOTAL SUSPENDED SOLIDS OR SUSPENDED SOLIDS. The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and that is removable by laboratory filtering.

1.7.55 USER. Any Person who contributes or discharges, or causes or permits the contribution or discharges of wastewater directly or indirectly into the Authority's POTW.

1.7.56 WASTEWATER. Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

1.7.57 WASTEWATER TREATMENT PLANT OR TREATMENT PLANT. That portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

Section 2. A new Section 14.08.002 is hereby added to read as follows:

14.08.02 GENERAL SEWER USE REQUIREMENTS

2.1 PROHIBITED DISCHARGE STANDARDS

General Prohibitions. No User shall introduce or cause to be introduced into the City any pollutant or wastewater which causes Pass Through or Interference. These general prohibitions apply to all Users of the City whether or not they are subject to categorical Pretreatment Standards or any other National, State, or local Pretreatment Standards or Requirements.

2.1.1 Specific Prohibitions. No User shall introduce or cause to be introduced into the City the following pollutants, substances, or wastewater:

2.1.2 Pollutants which create a fire or explosive hazard in the City, including, but not limited to, wastestreams with a closed-cup flashpoint of less than 140 degrees F (60 degrees C) using the test methods specified in 40 CFR 261.21;

2.1.3 Wastewater having a pH less than 5.0 or more than 10.0, or otherwise causing corrosive structural damage to the POTW or equipment;

2.1.4 Solid or viscous pollutants in amounts which will cause obstruction of the flow in the City resulting in Interference, but in no case solids greater than one-half of an inch (1/2") or 1.2 centimeters (1.2 cm) in any dimension;

2.1.5 Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either

singly or by interaction with other pollutants, will cause Interference with the City;

2.1.6 Wastewater having a temperature greater than 140 degrees F (60 degrees C), or which will inhibit biological activity in the treatment plant resulting in Interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104 degrees F (40 degrees C);

2.1.7 Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause Interference or Pass Through, or in amounts that exceed any Local Limit;

2.1.8 Pollutants which result in the presence of toxic gases, vapors, or fumes within the City in a quantity that may cause acute worker health and safety problems;

2.1.9 Any trucked or hauled pollutants, except at discharge points designated by the Administrator in accordance with Section 3.54 of this Ordinance;

2.1.10 Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;

2.1.11 Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the City's NPDES permit;

2.1.12 Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or Federal regulations;

2.1.13 Storm Water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, Noncontact Cooling Water, and unpolluted wastewater, unless specifically authorized by the Director;

2.1.14 Sludges, screenings, or other residues from the pretreatment of industrial wastes;

2.1.15 Medical Wastes, except as specifically authorized by the Director in an individual wastewater discharge permit;

2.1.16 Any infectious waste except where prior written approval for such discharges is given by the Director.

2.1.17 Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail toxicity test;

2.1.18 Detergents, surface-active agents, or other substances that might cause excessive foaming in the City;

2.1.19 Any solids, liquids, gases, devices, or explosives which by their very nature or quantity are or may be sufficient either alone or by interaction with other substances or sewage to cause fire or explosion hazards, exceed 10% of the lower explosive limit (LEL) at the point of discharge or in the collection system, or in any other way create imminent danger to contract wastewater personnel, WRCRWA's POTW, the environment or public health.

2.1.20 Any hazardous waste or toxic substance including, but not limited to those listed in 40 CFR Part 300.5 or any substance designated pursuant to Section 311 (b)(2)(A) of the Act, or any element, compound, mixture, solution or substance designated pursuant to Section 102 of the Comprehensive Environmental Response, Compensation And Liability Act, any hazardous waste having the characteristics identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act, any Toxic Pollutant listed under Section 307(a) of the Act, any hazardous air pollutant listed under Section 112 of the Clean Air Act, any eminently hazardous chemical toxic substance or mixture which the EPA has taken action pursuant to Section 7 of the Toxic Substances Control Act, or any Hazardous Waste as defined in 40 CFR Part 261.3 or Title 22 of the California Code of Regulations.

Pollutants, substances, or wastewater prohibited by this Section shall not be processed or stored in such a manner that they could be discharged to the POTW.

2.2 NATIONAL CATEGORICAL PRETREATMENT STANDARDS

Users must comply with the categorical Pretreatment Standards found at 40 CFR Chapter I, Subchapter N, Parts 405–471.

2.2.1 Where a categorical Pretreatment Standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the Administrator may impose equivalent concentration or mass limits in accordance with 40 CFR 403.6(c).

2.2.2 When the limits in a categorical Pretreatment Standard are expressed only in terms of mass of pollutant per unit of production, the Administrator may convert the limits to equivalent limitations expressed either as mass of pollutant discharged per day or effluent concentration for purposes of calculating effluent limitations applicable to individual Industrial Users.

2.2.3 When wastewater subject to a categorical Pretreatment Standard is mixed with wastewater not regulated by the same Standard, the Director shall impose an alternate limit in accordance with 40 CFR 403.6(e).

2.3 LOCAL LIMITS

2.3.1 The City shall establish qualitative or other limitations or restrictions applicable to Wastewater or Sanitary Wastes when, in its judgment, it is necessary to protect the Sewerage System. Wastewater or Sanitary Waste Discharges in excess of the limits established by the City, Authority or any State of California law or applicable Federal Categorical Pretreatment Standard shall constitute excessive concentrations or quantities prohibited by Section 2.1. The City shall promulgate and maintain a list of limitations established for restricted wastes which are generally applicable to all Domestic Waste Haulers.

The City may establish qualitative limitations for Domestic Waste Haulers, or Users that are not within the jurisdiction of a Member Agency that is implementing a pretreatment program pursuant to the Regional Pretreatment Agreement which, because of their location, quantity, or quality of discharge, can degrade the quality of wastewater treatment plant effluent or residue or air quality to a level that prevents or inhibits efforts to reuse or dispose of the water or residue or cause any unusual operation or maintenance problems in the Regional Sewerage System.

2.3.2 The pollutant limits are established to protect against Pass Through and Interference. No User shall discharge wastewater containing in excess of the Daily Maximum Limit adopted in the WRCRWA Board of Directors Resolution 00-66.

The Director may impose mass limitations in addition to the concentration-based limitations adopted in Resolution 00-66.

2.4 CITY'S RIGHT OF REVISION

The City reserves the right to establish, by Ordinance or in individual wastewater discharge permits, more stringent Standards or Requirements on discharges to the POTW consistent with the purpose of this Ordinance.

2.5 DILUTION

No User shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable Pretreatment Standard or Requirement. The Director may impose mass limitations on Users who are using dilution to meet applicable Pretreatment Standards or Requirements or in other cases when the imposition of mass limitations is appropriate.

Section 3. A new Section 14.08.003 is hereby added to read as follows:

14.08.03 PRETREATMENT OF WASTEWATER

3.1 PRETREATMENT FACILITIES

Users shall provide wastewater treatment as necessary to comply with this Ordinance and shall achieve compliance with all categorical Pretreatment Standards, Local Limits, and the prohibitions set out in Section 2.1 of this Ordinance within the time limitations specified by EPA, the State, or the Director, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the User's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the Administrator for review, and shall be acceptable to the Director before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the User from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the City under the provisions of this Ordinance.

3.2 ADDITIONAL PRETREATMENT MEASURES

3.2.1 Whenever deemed necessary, the Director may require Users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and such other conditions as may be necessary to protect the POTW and determine the User's compliance with the requirements of this Ordinance.

3.2.2 The Director may require any User discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. An individual wastewater discharge permit may be issued solely for flow equalization.

3.2.3 Grease, oil, and sand interceptors shall be provided when, in the opinion of the Administrator, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand; except that such interceptors shall not be required for residential users. All interception units shall be of a type and capacity approved by the Administrator and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be installed, cleaned, and repaired by the User at their expense.

3.3 ACCIDENTAL DISCHARGE/SLUG DISCHARGE CONTROL PLANS

The Director shall evaluate whether each SIU needs an accidental discharge/slug discharge control plan or other action to control Slug Discharges. The Director may require any User to develop, submit for approval, and implement such a plan or take such other action that may be necessary to control Slug Discharges. Alternatively, the Director may develop such a plan for any User. An accidental discharge/slug discharge control plan shall address, at a minimum, the following:

3.3.1 Description of discharge practices, including non-routine batch discharges;

3.3.2 Description of stored chemicals;

3.3.3 Procedures for immediately notifying the Administrator of any accidental or Slug Discharge, as required by Section 6.6 of this Ordinance; and

3.3.4 Procedures to prevent adverse impact from any accidental or Slug Discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

3.4 BYPASS

3.4.1 For the purposes of this Section;

3.4.1.1 Bypass means the intentional diversion of wastestreams from any portion of a User's treatment facility.

3.4.1.2 Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

3.4.1.3 A User may allow any bypass to occur which does not cause Pretreatment Standards or Requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of 3.4.2 and 3.4.3 of this Section.

3.4.2 Bypass Notifications

3.4.2.1 If a User knows in advance of the need for a bypass, it shall submit prior notice to the Director ten (10) days before the date of the bypass, if possible.

3.4.2.2 A User shall submit oral notice to the Director of an unanticipated bypass that exceeds applicable Pretreatment Standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the User becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The Director may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.

3.4.3 Bypass

3.4.3.1 Bypass is prohibited, and the Director may take an enforcement action against a User for a bypass, unless:

3.4.3.2 Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

3.4.3.3 There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

3.4.3.4 The Director may approve an anticipated bypass, after considering its adverse effects, if the Director determines that it will meet the three conditions listed in paragraph D (1) of this section.

3.6 HAULED WASTEWATER

3.4.4 Septic tank waste may be introduced into the City collection system only at locations designated by the Director and at such times as are established by the Director. Such waste shall not violate Section 2 of this Ordinance or any other requirements established by the City or the Authority. The Director may require septic tank waste haulers to obtain individual wastewater discharge permits.

3.4.5 The Director may require haulers of industrial waste to obtain individual wastewater discharge permits. The Director may require generators of hauled industrial waste to obtain individual wastewater discharge permits. The Director also may prohibit the disposal of hauled industrial waste. The discharge of hauled industrial waste is subject to all other requirements of this Ordinance.

3.4.6 Industrial waste haulers may discharge loads only at locations designated by the Director. No load may be discharged without prior consent of the Director. The Director may collect samples of each hauled load to ensure compliance with applicable Standards. The Director may require the industrial waste hauler to provide a waste analysis of any load prior to discharge.

3.4.7 Industrial waste haulers must provide a waste-tracking (manifest) form for every load. This form shall include, at a minimum, the name and address of the industrial waste hauler, permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.

Section 4. A new Section 14.08.004 is hereby added to read as follows:

14.08.004 INDIVIDUAL WASTEWATER DISCHARGE PERMITS

4.1 WASTEWATER ANALYSIS

When requested by the Director, a User must submit information on the nature and characteristics of its wastewater within ten (10) days of the request. The Director is authorized to prepare a form for this purpose and may periodically require Users to update this information.

4.2 INDIVIDUAL WASTEWATER DISCHARGE PERMIT REQUIREMENT

4.2.1 No Significant Industrial User shall discharge wastewater into the City Sanitary Sewer System without first obtaining an individual wastewater discharge permit from the Director, except that a Significant Industrial User that has filed a timely application pursuant to Section 4.3 of this Ordinance may continue to discharge for the time period specified therein.

4.2.2 The Director may require other Users to obtain individual wastewater discharge permits as necessary to carry out the purposes of this Ordinance.

4.2.3 Any violation of the terms and conditions of an individual wastewater discharge permit shall be deemed a violation of this Ordinance and subjects the wastewater discharge permittee to the sanctions set out in Sections 10 through 12 of this Ordinance. Obtaining an individual wastewater discharge

permit does not relieve a permittee of its obligation to comply with all Federal and State Pretreatment Standards or Requirements or with any other requirements of Federal, State, and local law.

4.3 INDIVIDUAL WASTEWATER DISCHARGE PERMITTING: EXISTING CONNECTIONS

Any User required to obtain an individual wastewater discharge permit who was discharging wastewater into the City prior to the effective date of this Ordinance and who wishes to continue such discharges in the future, shall, within one hundred twenty (120) days after said date, apply to the Director for an individual wastewater discharge permit in accordance with Section 4.5 of this Ordinance, and shall not cause or allow discharges to the City Sanitary Sewer System to continue after one hundred twenty (120) of the effective date of this Ordinance except in accordance with an individual wastewater discharge permit issued by the Director.

4.4 INDIVIDUAL WASTEWATER DISCHARGE PERMITTING: NEW CONNECTIONS

Any User required to obtain an individual wastewater discharge permit who proposes to begin or recommence discharging into the City Sanitary Sewer System must obtain such permit prior to the beginning or recommencing of such discharge. An application for this individual wastewater discharge permit, in accordance with Section 4.5 of this Ordinance, must be filed at least sixty (60) days prior to the date upon which any discharge will begin or recommence.

4.5 INDIVIDUAL WASTEWATER DISCHARGE PERMIT APPLICATION CONTENTS

4.5.1 All Users required to obtain an individual wastewater discharge permit must submit a permit application. The Director may require Users to submit all or some of the following information as part of a permit application:

4.5.1.1 Identifying Information.

4.5.1.1.1 The name and address of the facility, including the name of the operator and owner.

4.5.1.1.2 Contact information, description of activities, facilities, and plant production processes on the premises;

4.5.1.2 Environmental Permits. A list of any environmental control permits held by or for the facility.

4.5.1.3 Description of Operations.

4.5.1.1.1 A brief description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production), and standard industrial classifications of the operation(s) carried out by such User. This description should include a schematic process diagram, which indicates points of discharge to the POTW from the regulated processes.

4.5.1.1.2 Types of wastes generated, and a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;

4.5.1.1.3 Number and type of employees, hours of operation, and proposed or actual hours of operation;

4.5.1.1.4 Type and amount of raw materials processed (average and maximum per day);

4.5.1.1.5 Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;

4.5.1.4 Time and duration of discharges;

4.5.1.5 The location for monitoring all wastes covered by the permit;

4.5.1.6 Flow Measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in Section 2.2C (40 CFR 403.6(e)).

4.5.1.7 Measurement of Pollutants.

4.5.1.7.1 The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the Standard or by the Administrator of regulated pollutants in the discharge from each regulated process.

4.5.1.7.2 Instantaneous, Daily Maximum, and long-term average concentrations, or mass, where required, shall be reported.

4.5.1.7.3 The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 6.9 of this Ordinance. Where the Standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Administrator or the applicable Standards to determine compliance with the Standard.

4.5.1.7.4 Sampling must be performed in accordance with procedures set out in Section 6.10 of this Ordinance.

4.5.1.8 Any other information as may be deemed necessary by the Director to evaluate the permit application.

4.5.2 Incomplete or inaccurate applications will not be processed and will be returned to the User for revision.

4.6 APPLICATION SIGNATORIES AND CERTIFICATIONS

4.6.1 All wastewater discharge permit applications, User reports and certification statements must be signed by an Authorized Representative of the User and contain the certification statement in Section 6.13.

4.6.2 If the designation of an Authorized Representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this Section must be submitted to the Director prior to or together with any reports to be signed by an Authorized Representative.

4.7 INDIVIDUAL WASTEWATER DISCHARGE PERMIT DECISIONS

The Director will evaluate the data furnished by the User and may require additional information. Within sixty (60) days of receipt of a complete permit application, the Administrator will determine whether to issue an individual wastewater discharge permit. The Director may deny any application for an individual wastewater discharge permit.

Section 5. A new Section 14.08.005 is hereby added to read as follows:

14.08.005 INDIVIDUAL WASTEWATER DISCHARGE PERMIT ISSUANCE

5.1 INDIVIDUAL WASTEWATER DISCHARGE PERMIT DURATION

An individual wastewater discharge permit shall be issued for a specified time period, not to exceed five (5) years from the effective date of the permit. An individual wastewater discharge permit may be issued for a period less than five (5) years, at the discretion of the Director. Each individual wastewater discharge permit will indicate a specific date upon which it will expire.

5.2 INDIVIDUAL WASTEWATER DISCHARGE PERMIT CONTENTS

An individual wastewater discharge permit shall include such conditions as are deemed reasonably necessary by the Director to prevent Pass Through or Interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

5.2.1 Individual wastewater discharge permits must contain:

5.2.1.1 A statement that indicates the wastewater discharge permit issuance date, expiration date and effective date;

5.2.1.2 A statement that the wastewater discharge permit is nontransferable without prior notification to the City in accordance with Section 5.4 of this Ordinance, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;

5.2.1.3 Effluent limits, including Best Management Practices, based on applicable Pretreatment Standards;

5.2.1.4 Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants (or best management practice) to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law.

5.2.1.5 A statement of applicable civil and criminal penalties for violation of Pretreatment Standards and Requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.

5.2.1.6 Requirements to control Slug Discharge, if determined by the Administrator to be necessary.

5.2.2 Individual wastewater discharge permits may contain, but need not be limited to, the following conditions:

5.2.2.1 Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;

5.2.2.2 Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;

5.2.2.3 Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non-routine discharges;

5.2.2.4 Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;

5.2.2.5 A reference to a Rate Resolution that sets the unit charge or schedule of User charges and fees for the management of the wastewater discharged to the POTW;

5.2.2.6 Requirements for installation and maintenance of inspection and sampling facilities and equipment, including flow measurement devices;

5.2.2.7 A statement that compliance with the individual wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State Pretreatment Standards, including those which become effective during the term of the individual wastewater discharge permit; and

5.2.2.8 Other conditions as deemed appropriate by the Administrator to ensure compliance with this Ordinance, and State and Federal laws, rules, and regulations.

5.3 Permit Modification

5.3.1 The Director may modify an individual wastewater discharge permit for good cause, including, but not limited to, the following reasons:

5.3.1.1 To incorporate any new or revised Federal, State, or local Pretreatment Standards or Requirements;

5.3.1.2 To address significant alterations or additions to the User's operation, processes, or wastewater volume or character since the time of the individual wastewater discharge permit issuance;

5.3.1.3 A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;

5.3.1.4 Information indicating that the permitted discharge poses a threat to the Authority's POTW, Authority's personnel, or the receiving waters;

5.3.1.5 Violation of any terms or conditions of the individual wastewater discharge permit;

5.3.1.6 Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;

5.3.1.7 Revision of or a grant of variance from categorical Pretreatment Standards pursuant to 40 CFR 403.13;

5.3.1.8 To correct typographical or other errors in the individual wastewater discharge permit; or

5.3.1.9 To reflect a transfer of the facility ownership or operation to a new owner or operator where requested in accordance with Section 5.4.

5.3.2 The Director may modify a general permit for good cause, including, but not limited to, the following reasons:

5.3.2.1 To incorporate any new or revised Federal, State, or local Pretreatment Standards or Requirements;

5.3.2.2 A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;

5.3.2.3 To correct typographical or other errors in the individual wastewater discharge permit; or

5.3.2.4 To reflect a transfer of the facility ownership or operation to a new owner or operator where requested in accordance with Section 5.4.

5.4 Individual Wastewater Discharge Permit Transfer

Individual wastewater discharge permits may be transferred to a new owner or operator only if the permittee gives at least ninety (90) days advance notice to the Director and the Director approves the individual wastewater discharge permit transfer. The notice to the Director must include a written certification by the new owner or operator which:

5.4.1 States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;

5.4.2 Identifies the specific date on which the transfer is to occur; and

5.4.3 Acknowledges full responsibility for complying with the existing individual wastewater discharge permit.

5.4.4 Failure to provide advance notice of a transfer renders the individual wastewater discharge permit void as of the date of facility transfer.

5.5 Individual Wastewater Discharge Permit Revocation

The Director may revoke an individual wastewater discharge permit for good cause, including, but not limited to, the following reasons:

5.5.1 Failure to notify the Administrator of significant changes to the wastewater prior to the changed discharge;

5.5.2 Failure to provide prior notification to the Administrator of changed conditions pursuant to Section 6.5 of this Ordinance;

5.5.3 Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;

5.5.4 Falsifying self-monitoring reports and certification statements;

5.5.5 Tampering with monitoring equipment;

5.5.6 Refusing to allow the Administrator timely access to the facility premises and records;

5.5.7 Failure to meet effluent limitations;

5.5.8 Failure to pay fines;

5.5.9 Failure to pay sewer charges;

5.5.10 Failure to meet compliance schedules;

5.5.11 Failure to complete a wastewater survey or the wastewater discharge permit application;

5.5.12 Failure to provide advance notice of the transfer of business ownership of a permitted facility; or

5.5.13 Violation of any Pretreatment Standard or Requirement, or any terms of the wastewater discharge permit or this Ordinance.

Individual wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All individual wastewater discharge permits issued to a User are void upon the issuance of a new individual wastewater discharge permit to that User.

5.6 Individual Wastewater Discharge Permit Reissuance

A User with an expiring individual wastewater discharge permit shall apply for individual wastewater discharge permit reissuance by submitting a complete permit application, in accordance with Section 4.5 of this Ordinance, a minimum of ninety (90) days prior to the expiration of the User's existing individual wastewater discharge permit.

5.7 Regulation of Waste Received from Other Jurisdictions

5.7.1 If another municipality, or User located within another municipality, contributes wastewater to the POTW, the Administrator shall enter into an inter-municipal agreement with the contributing municipality.

5.7.2 Prior to entering into an agreement required by paragraph A, above, the Director shall request the following information from the contributing user:

5.7.2.1 A description of the quality and volume of wastewater discharged to the POTW by the contributing municipality;

5.7.2.2 An inventory of all Users located within the contributing municipality that are discharging to the POTW; and

5.7.2.3 Such other information as the Administrator may deem necessary.

5.7.3 An inter-municipal agreement, as required by paragraph A, above, shall contain the following conditions:

5.7.3.1 A requirement for the contributing municipality to adopt a sewer use Ordinance which is at least as stringent as this Ordinance and Local Limits, including required Baseline Monitoring Reports (BMRs) which are at least as stringent as those set out in Section 2.3 of this Ordinance. The requirement shall specify that such Ordinance and limits must be revised as necessary to reflect changes made to the Authority's Ordinance or Local Limits;

5.7.3.2 A requirement for the contributing municipality to submit a revised User inventory on at least an annual basis;

5.7.3.3 A provision specifying which pretreatment implementation activities, including individual wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing municipality; which of these activities will be conducted by the Authority; and which of these activities will be conducted jointly by the contributing municipality and the Authority;

5.7.3.4 A requirement for the contributing municipality to provide the Administrator with access to all information that the contributing municipality obtains as part of its pretreatment activities;

5.7.3.5 Limits on the nature, quality, and volume of the contributing municipality's wastewater at the point where it discharges to the POTW;

5.7.3.6 Requirements for monitoring the contributing municipality's discharge;

5.7.3.7 A provision ensuring the Administrator access to the facilities of Users located within the contributing municipality's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the Authority; and

5.7.3.8 A provision specifying remedies available for breach of the terms of the inter-municipal agreement.

Section 6. A new Section 14.08.006 is hereby added to read as follows:

14.08.006 REPORTING REQUIREMENTS

6.1 Baseline Monitoring Reports

6.1.1 Within either one hundred eighty (180) days after the effective date of a categorical Pretreatment Standard, or the final administrative decision on a category determination under 40 CFR 403.6(a) (4), whichever is later, existing Categorical Industrial Users currently discharging to or scheduled to discharge to the POTW shall submit to the Director a report which contains the information listed in Section 6.1.2, below. At least ninety (90) days prior to commencement of their discharge, New Sources, and sources that become Categorical Industrial Users subsequent to the promulgation of an applicable categorical Standard, shall submit to the Administrator a report which contains the information listed in Section 6.1.2, below. A New Source shall report the method of pretreatment it intends to use to meet applicable categorical Standards. A New Source

also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

6.1.2 Users described above shall submit the information set forth below.

6.1.2.1 All information required in Section 4.5.1.1, Section 4.5.1.2, Section 4.5.5.1.1.1, and Section 4.5.1.6. (See 40 CFR 403.12(b) (1)-(7))

6.1.2.2 Measurement of pollutants.

6.1.2.2.1 The User shall provide the information required in Section 4.5.1.7.1 through 4.5.1.7.4.

6.1.2.2.2 The User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph.

6.1.2.2.3 Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the User should measure the flows and concentrations necessary to allow use of the combined wastestream formula in 40 CFR 403.6(e) to evaluate compliance with the Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) this adjusted limit along with supporting data shall be submitted to the Control Authority;

6.1.2.2.4 Sampling and analysis shall be performed in accordance with Sections 6.9 and 6.10;

6.1.2.2.5 The Director may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures;

6.1.2.2.6 The baseline report shall indicate the time, date and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant Discharges to the POTW.

6.1.2.3 Compliance Certification. A statement, reviewed by the User's Authorized Representative as defined in Section 1.7.3 and certified by a qualified professional, indicating whether Pretreatment

Standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the Pretreatment Standards and Requirements.

6.1.2.4 Compliance Schedule. If additional pretreatment and/or O&M will be required to meet the Pretreatment Standards, the shortest schedule by which the User will provide such additional pretreatment and/or O&M must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. A compliance schedule pursuant to this Section must meet the requirements set out in Section 6.2 of this Ordinance.

6.1.2.5 Signature and Report Certification. All baseline monitoring reports must be certified in accordance with Section 6.13 of this Ordinance and signed by an Authorized Representative as defined in Section 1.7.3.

6.2 Compliance Schedule Progress Reports

The following conditions shall apply to the compliance schedule required by Section 6.1.2.4 of this Ordinance:

6.2.1 The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);

6.2.2 No increment referred to above shall exceed nine (9) months;

6.2.3 The User shall submit a progress report to the Administrator no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the User to return to the established schedule; and

6.2.4 In no event shall more than nine (9) months elapse between such progress reports to the Authority.

6.3 Reports on Compliance with Categorical Pretreatment Standard Deadline

Within ninety (90) days following the date for final compliance with applicable categorical Pretreatment Standards, or in the case of a New Source, following commencement of the introduction of wastewater into the City system, any User subject to such Pretreatment Standards and Requirements shall submit to the Director a report containing the information described in Section 4.5.1.6 and 4.5.1.7 and 6.1.2.2 of this Ordinance. For Users subject to equivalent mass or concentration limits established in accordance with the procedures in Section 2.2 (See 40 CFR 403.6(c)), this report shall contain a reasonable measure of the User's long-term production rate. For all other Users subject to categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 6.13 of this Ordinance. All sampling will be done in conformance with Section 6.10.

6.4 Periodic Compliance Reports

6.4.1 All Significant Industrial Users must, at a frequency determined by the Administrator submit no less than twice per year (i.e., June and December) reports indicating the nature, concentration of pollutants in the discharge which are limited by Pretreatment Standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or pollution prevention alternative, the User must submit documentation required by the Director or the Pretreatment Standard necessary to determine the compliance status of the User.

6.4.2 All periodic compliance reports must be signed and certified in accordance with Section 6.13 of this Ordinance.

6.4.3 All wastewater samples must be representative of the User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.

6.4.4 If a User, subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the Director using the procedures prescribed in Section 6.10 of this Ordinance, the results of this monitoring shall be included in the report. (See 40 CFR 403.12(g)(6)).

6.5 Reports of Changed Conditions

Each User must notify the Director of any significant changes to the User's operations or system which might alter the nature, quality, or volume of its wastewater at least ninety (90) days before the change.

6.5.1 The Director may require the User to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 4.5 of this Ordinance.

6.5.2 The Director may issue an individual wastewater discharge permit under Section 4.7 of this Ordinance or modify an existing wastewater discharge permit under Section 5.3.1.4 of this Ordinance in response to changed conditions or anticipated changed conditions.

6.6 Reports of Potential Problems

6.6.1 In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, a Slug Discharge or Slug Load, that might cause potential problems for the POTW, the User shall immediately telephone and notify the Director of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the User.

6.6.2 Within five (5) days following such discharge, the User shall, unless waived by the Director submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the User of any fines, penalties, or other liability which may be imposed pursuant to this Ordinance.

6.6.3 A notice shall be permanently posted on the User's bulletin board or other prominent place advising employees who to call in the event of a discharge described in Section 6.6.1, above. Employers shall ensure that all employees, who could cause such a discharge to occur, are advised of the emergency notification procedure.

6.6.4 Significant Industrial Users are required to notify the Director immediately of any changes at its facility affecting the potential for a Slug Discharge.

6.7 Reports from Unpermitted Users

All Users not required to obtain an individual wastewater discharge permit shall provide appropriate reports to the Director as the Director may require.

6.8 Notice of Violation/Repeat Sampling and Reporting

If sampling performed by a User indicates a violation, the User must notify the Director within twenty-four (24) hours of becoming aware of the violation. The User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Director within thirty (30) days after becoming aware of the violation. Resampling by the Industrial User is not required if the City performs sampling at the User's facility at least once a month, or if the City performs sampling at the User's facility between the time when the initial sampling was conducted and the time when the User or the City receives the results of this sampling, or if the Authority has performed the sampling and analysis in lieu of the Industrial User.

6.9 Analytical Requirements

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the Director or other parties approved by EPA.

6.10 Sample Collection

Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.

6.10.1 Except as indicated in Section 6.10.2 and 6.10.3 below, the User must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the City. Where time-proportional composite sampling or grab sampling is authorized by the City, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a

24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the City, as appropriate. In addition, grab samples may be required to show compliance with Instantaneous Limits. See 40 CFR 403.12(g)(3).

6.10.2 Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

6.10.3 For sampling required in support of baseline monitoring and 90-day compliance reports required in Section 6.1 and 6.3 [40 CFR 403.12(b) and (d)], a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the Director may authorize a lower minimum. For the reports required by paragraphs Section 6.4 (40 CFR 403.12(e) and 403.12(h)), the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance with applicable Pretreatment Standards and Requirements. See 40 CFR 403.12(g)(4).

6.11 Date of Receipt of Reports

Written reports will be deemed to have been submitted on the date postmarked. For reports, which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

6.12 Recordkeeping

Users subject to the reporting requirements of this Ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this Ordinance, any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements, and documentation associated with Best Management Practices established under Section 6.4. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the User or the City, or where the User has been specifically notified of a longer retention period by the City.

6.13 Certification Statements

Certification of Permit Applications, User Reports and Initial Monitoring Waiver—The following certification statement is required to be signed and submitted by Users submitting permit applications in accordance with Sections 4.6; Users submitting baseline monitoring reports under Section 6.1.2.5 (See 40 CFR 403.12 (l)); Users submitting reports on compliance with the Categorical Pretreatment Standard deadlines under Section 6.3 (See 40 CFR 403.12(d)); and Users submitting Periodic Compliance Reports required by Section 6.4.1 through 6.4.4 (See 40 CFR 403.12(e)) The following certification statement must be signed by an Authorized Representative as defined in Section 1.7.3:

> *I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.*

Section 7. A new Section 14.08.007 is hereby added to read as follows:

14.08.007 COMPLIANCE MONITORING

7.1 Right of Entry: Inspection and Sampling

The Director shall have the right to enter the premises of any User to determine whether the User is complying with all requirements of this Ordinance and any individual wastewater discharge permit or order issued hereunder. Users shall allow the Director ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

7.1.1 Where a User has security measures in force which require proper identification and clearance before entry into its premises, the User shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Director shall be permitted to enter without delay for the purposes of performing specific responsibilities.

7.1.2 The Director shall have the right to set up on the User's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the User's operations.

7.1.3 The Director may require the User to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the User at its own expense. All devices used to measure wastewater flow and quality shall be calibrated at the frequency recommended by the device manufactuer to ensure their accuracy.

7.1.4 Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the User at the written or verbal request of the Director and shall not be replaced. The costs of clearing such access shall be paid for by the User.

7.1.5 Unreasonable delays in allowing the Director access to the User's premises shall be a violation of this Ordinance.

7.2 Inspection Warrants

If the City is refused access to a building, structure or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this Ordinance, or there is a need to inspect and/or sample as part of a routine inspection and sampling program, of the City designed to verify compliance with this Ordinance or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of community, then the City may seek issuance of a search or inspection warrant from a court of competent jurisdiction.

Section 8. A new Section 14.08.008 is hereby added to read as follows:

14.08.008 CONFIDENTIAL INFORMATION

Information and data on a User obtained from reports, surveys, wastewater discharge permit applications, individual wastewater discharge permits, and monitoring programs, and from the Director's inspection and sampling activities, shall be available to the public without restriction, unless the User specifically requests, and is able to demonstrate to the satisfaction of the Director that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable State law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the User furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or

pretreatment program, and in enforcement proceedings involving the User furnishing the report. Wastewater constituents and characteristics and other effluent data, as defined at 40 CFR 2.302 shall not be recognized as confidential information and shall be available to the public without restriction.

Section 9. A new Section 14.08.009 is hereby added to read as follows:

14.08.009 PUBLICATION OF USERS IN SIGNIFICANT NONCOMPLIANCE

9.1 Significant Noncompliance (SNC)

The Director shall publish annually, in a newspaper of general circulation that provides meaningful public notice, a list of the Users served by the City which, at any time during the previous twelve (12) months, were in Significant Noncompliance with applicable Pretreatment Standards and Requirements. The term Significant Noncompliance shall be applicable to all Significant Industrial Users (or any other Industrial User that violates Sections 9.1.3, 9.1.4 or 9.1.8) and shall mean:

9.1.1 Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all the measurements taken for the same pollutant parameter taken during a six (6) month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including Instantaneous Limits as defined by 40 CFR 403.3(l)).

9.1.2 Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six (6) month period equals or exceed the product of the numeric Pretreatment Standard or Requirement including Instantaneous Limits, as defined by 40 CFR 403.3(l) multiplied by the applicable TRC (TRC =1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);

9.1.3 Any other violation of a Pretreatment Standard or Requirement as defined by 40 CFR 403.3(l) (Daily Maximum, long-term average, Instantaneous Limit, or narrative standard) that the Director determines has caused, alone or in combination with other discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public;

9.1.4 Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in the Director's exercise of its emergency authority (under 40 CFR 403.8(f)(1)(vi)(B)) to halt or prevent such a discharge;

9.1.5 Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in an individual wastewater discharge permit, or enforcement order for starting construction, completing construction, or attaining final compliance;

9.1.6 Failure to provide within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;

9.1.7 Failure to accurately report noncompliance; or

9.1.8 Any other violation(s), which may include a violation of Best Management Practices, which the Director determines will adversely affect the operation or implementation of the local pretreatment program.

Section 10. A new Section 14.08.010 is hereby added to read as follows:

14.08.010 ADMINISTRATIVE ENFORCEMENT REMEDIES

10.1 Notification of Violation

When the Director finds that a User has violated, or continues to violate, any provision of this Ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Director may serve upon that User a written Notice of Violation. Within ten (10) days of the receipt of such notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the User to the City. Submission of such a plan in no way relieves the User of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this Section shall limit the authority of the Director to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

10.2 Consent Orders

The Director may enter into Consent Orders, assurances of compliance, or other similar documents establishing an agreement with any User responsible for noncompliance. Such documents shall include specific action to be taken by the User to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to Sections 10.4 and 10.5 of this Ordinance and shall be judicially enforceable.

10.3 Show Cause Hearing

The Director may order a User which has violated, or continues to violate, any provision of this Ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, to appear before the Director and show cause why the proposed enforcement action should not be taken. Notice shall be served on the User specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the User show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by certified mail (return receipt requested) at least twenty (20) days prior to the hearing. Such notice may be served on any Authorized Representative of the User as defined in Section 1.7.3 and required by Section 4.6.1. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the User.

10.4 Compliance Orders

When the Director finds that a User has violated, or continues to violate, any provision of this Ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Director may issue an order to the User responsible for the discharge directing that the User come into compliance within a specified time. If the User does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a Pretreatment Standard or Requirement, nor does a compliance order relieve the User of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the User.

10.5 Cease and Desist Orders

When the Director finds that a User has violated, or continues to violate, any provision of this Ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, or that the User's past violations are likely to recur, the Director may issue an order to the User directing it to cease and desist all such violations and directing the User to:

10.5.1 Immediately comply with all requirements; and

10.5.2 Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge. Issuance of a cease and

desist order shall not be a bar against, or a prerequisite for, taking any other action against the User.

10.6 Administrative Civil Penalties

10.6.1 Pursuant to authority of California Government Code, Sections 54740.5 and 54740.6, the Director may issue an administrative complaint to any User who violates:

10.6.1.1 any provision of this Ordinance;

10.6.1.2 any Permit condition, prohibition or effluent limit; or

10.6.1.3 any Permit suspension or revocation order.

10.6.2 The administrative complaint shall be served by personal delivery or certified mail to the User and shall inform the User that a hearing will be conducted on a date which shall be within sixty (60) days following service. The administrative complaint will allege the act or failure to act that constitutes the violation of the City's requirements, the provisions of law authorizing civil liabilities to be imposed, and the proposed civil penalty. The matter shall be heard by the City Council. The User to whom an administrative complaint has been issued may waive the right to a hearing, in which case a hearing will not be conducted.

10.6.3 At the hearing, the User shall have an opportunity to respond to the allegations set forth in the administrative complaint by presenting written or oral evidence.

10.6.4 After the conclusion of the hearing, the City Council shall make its determination. Should it find that grounds exist for assessment of a civil penalty against the User, it shall issue a decision and order in writing within thirty (30) calendar days after the conclusion of the hearing.

10.6.5 If it is found that the User has violated reporting or discharge requirements, the City Council may assess a civil penalty against the User. In determining the amount of the civil penalty, the City Council may take into consideration all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the economic benefit derived through any non-compliance, the nature and persistence of the violation, the length of time over which the violation occurs and corrective action, if any, attempted or taken by the User involved.

10.6.6 Civil penalties may be assessed as follows:

10.6.6.1 In an amount no less than one thousand dollars ($1,000) per violation, per day, which shall not exceed two thousand dollars ($2,000) for each day for failing or refusing to furnish technical or monitoring reports;

10.6.6.2 In an amount no less than one thousand dollars ($1,000) per violation, per day, which shall not exceed three thousand dollars ($3,000) for each day for failing or refusing to comply timely with any compliance schedules established by the Authority;

10.6.6.3 In an amount no less than one thousand dollars ($1,000) per violation, per day, which shall not exceed five thousand dollars ($5,000) per violation for each day of discharge in violation of any waste discharge limit, Permit condition, or requirement issued, reissued or adopted by the City.

10.6.6.4 In any amount which does not exceed ten dollars ($10) per gallon for discharges in violation of any Permit suspension, Permit revocation, cease and desist order or other orders, or prohibition issued, reissued or adopted by the City.

10.6.6..5 An order assessing administrative civil penalties issued by the City Council shall be final upon issuance..

10.6.6..6 Copies of the administrative order shall be served on the User served with the administrative complaint, either by personal service or by registered mail to the User at his business or residence address, and upon other persons who appeared at the hearing and requested a copy of the order.

10.6.6..7 Any User aggrieved by a final order issued by the City Council, may obtain review of the final order of the City Council in the superior court, pursuant to Government Code, Section 54740.6, by filing with the court a petition for writ of mandate within thirty (30) days following the service of a copy of the decision or order issued by the City Council.

10.6.7 Payment on any order setting administrative civil penalties shall be made within thirty (30) days after the date the order becomes final. The amount of any administrative civil penalties imposed which have remained delinquent for a period of sixty (60) days shall constitute a lien against the real property of the User from which the discharge resulting in the imposition of the civil penalty originated. The lien shall have no effect until recorded with the county recorder. The City may record the lien for any

unpaid administrative civil penalties on the ninety-first (91st) day following the date the order becomes final.

10.6.8 No administrative civil penalties shall be recoverable for any violation for which the City has recovered civil penalties through a judicial proceeding filed pursuant to Government Code, Section 54740.

10.6.9 Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the User.

10.7 Non-Compliance Costs

The City shall recover its attorneys' fees and costs incurred in processing notices of violation and in performing sampling, monitoring, or laboratory analysis related to any violations of the Ordinance or Permit by any User.

Non-Compliance costs shall be in addition to and not in lieu of any civil or criminal liability specified in this Ordinance.

10.8 Recovery of Costs for Damage

In the event that a User causes any damage to the Authority's POTW, the User shall be liable for all costs, including administrative and legal costs, incurred by the Authority.

10.9 Emergency Suspensions

The Director may immediately suspend a User's discharge, after informal notice to the User, whenever such suspension is necessary to stop an actual or threatened discharge, which reasonably appears to present, or cause an imminent or substantial endangerment to the health or welfare of persons. The Director may also immediately suspend a User's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or which presents, or may present, an endangerment to the environment.

10.9.1 Any User notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a User's failure to immediately comply voluntarily with the suspension order, the Director may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The Director may allow the User to recommence its discharge when the User has demonstrated to the satisfaction of the Director that the period of endangerment has passed, unless the termination proceedings in Section 10.10 of this Ordinance are initiated against the User.

10.9.2 A User that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the Director, prior to the date of any show cause or termination hearing under Sections 10.3 or 10.10 of this Ordinance.

Nothing in this Section shall be interpreted as requiring a hearing prior to any Emergency Suspension under this Section.

10.10 Termination of Discharge

In addition to the provisions in Section 5.5 of this Ordinance, any User who violates the following conditions is subject to discharge termination:

10.10.1 Violation of individual wastewater discharge permit conditions;

10.10.2 Failure to accurately report the wastewater constituents and characteristics of its discharge;

10.10.3 Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;

10.10.4 Refusal of reasonable access to the User's premises for the purpose of inspection, monitoring, or sampling; or

10.10.5 Violation of the Pretreatment Standards in Section 2 of this Ordinance.

Such User will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section 10.3 of this Ordinance why the proposed action should not be taken. Exercise of this option by the Director shall not be a bar to, or a prerequisite for, taking any other action against the User.

Section 11. A new Section 14.08.011 is hereby added to read as follows:

14.08.011 JUDICIAL ENFORCEMENT REMEDIES

11.1 Injunctive Relief

When the Director finds that a User has violated, or continues to violate, any provision of this Ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Director may

petition the Riverside County Superior Court through the City's Attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the individual wastewater discharge permit, order, or other requirement imposed by this Ordinance on activities of the User. The Director may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the User to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a User.

11.2 Civil Penalties

11.2.1 A User who has violated, or continues to violate, any provision of this Ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement shall be liable to the City for a maximum civil penalty of not less than $1,000 per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.

11.2.2 The Director may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.

11.2.3 In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the User's violation, corrective actions by the User, the compliance history of the User, and any other factor as justice requires.

11.2.4 Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a User.

11.3 Criminal Penalties

Any User who violates any provision of this Ordinance is guilty of a misdemeanor, which upon conviction is punishable by a fine not to exceed $1,000, or imprisonment for not more than thirty (30) days, or both. Each day in which a violation occurs shall be subject to the penalties contained herein.

11.4 Remedies Nonexclusive

The remedies provided for in this Ordinance are not exclusive. The Director may take any, all, or any combination of these actions against a noncompliant User.

Enforcement of pretreatment violations will generally be in accordance with the City's enforcement response plan. However, the Director may take other action against any User when the circumstances warrant. Further, the Administrator is empowered to take more than one enforcement action against any noncompliant User.

Section 12. A new Section 14.08.012 is hereby added to read as follows:

14.08.012 SUPPLEMENTAL ENFORCEMENT ACTION

12.1 Penalties for Late Reports

A penalty of $250 may be assessed to any User for each day that a report required by this Ordinance, a permit, or order issued hereunder is late, beginning five days after the date the report is due. Actions taken by the Director to collect late reporting penalties shall not limit the Director's authority to initiate other enforcement actions that may include penalties for late reporting violations.

12.2 Performance Bonds

The Director may decline to issue or reissue an individual wastewater discharge permit to any User who has failed to comply with any provision of this Ordinance, a previous individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, unless such User first files a satisfactory bond, payable to the City, in a sum not to exceed a value determined by the Director to be necessary to achieve consistent compliance.

12.3 Liability Insurance

The Director may decline to issue or reissue an individual wastewater discharge to any User who has failed to comply with any provision of this Ordinance, a previous individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, unless the User first submits proof that it has obtained financial assurances sufficient to restore or repair damage to the POTW caused by its discharge.

12.4 Payment of Outstanding Fees and Penalties

The Director may decline to issue or reissue an individual wastewater discharge permit to any User who has failed to pay any outstanding fees, fines or penalties incurred as a result of any provision of this Ordinance, a previous individual wastewater discharge Permit, or order issued hereunder.

12.5 Public Nuisances

A violation of any provision of this Ordinance, an individual wastewater discharge Permit, or order issued hereunder, or any other Pretreatment Standard or Requirement is hereby declared and deemed a public nuisance and shall be corrected or abated as directed by the City. Any violation shall be subject to preliminary or permanent injunctive relief. Any User creating a public nuisance shall be required to reimburse the City for any attorneys' fees and costs incurred in removing, abating, or remedying such nuisance.

12.6 Informant Rewards

The Director may pay up to $500 for information leading to the discovery of non-compliance by a User. In the event the information provided results in a civil penalty or administrative fine levied against the User, the Director may reimburse up to 10% of the collected fine or penalty to the Informant; provided, however, a single reward payment may not exceed $2,500.00.

12.7 Illegal Connection

Any connections made to the City's POTW without complying with this Ordinance and paying all fees and charges required is illegal and a public nuisance. In the event of an illegal connection:

12.7.1 The City may enter the property where the illegal connection is located and disconnect any illegal connection from a sewer line contributory to the City's POTW. Should disconnection be necessary all costs incurred by the City including reasonable attorneys' fees shall be recoverable by the City.

12.7.2 At the discretion of the Director, after application for permit is made, the illegal connection may be allowed to continue by first determining that no harm has been done by the connection, and if the connection was properly made.

12.7.3 Any repairs must be fully effected at the sole expense of the User and a penalty of double the permit, inspection and connection fees, as established by the appropriate Rate Resolution, may be assessed by the Director.

12.7.4 In addition, all unpaid sewer charges, assessments, capacity charges or other charges shall be computed from the date the illegal connection was made and shall be paid by the User.

12.8 Protection from Damage

No User shall intentionally or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance, or equipment which is part of the City's POTW. Any User violating this provision shall be guilty of a misdemeanor and subject to the penalties provided by law. Any User who knowingly makes any false statements, representation, record, report, plan, or other document filed with the City or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Ordinance shall be guilty of a misdemeanor and shall be subject to the penalties provided by law or in the alternative shall be subject to administrative civil liability under this Ordinance.

12.9 Falsifying Information

Any User who knowingly makes any false statement, representation, record, report, plan or other document filed with the City or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Ordinance shall be guilty of a misdemeanor and shall be subject to the penalties provided by law or in the alternative, shall be subject to administrative civil liability under this Ordinance.

Section 13. A new Section 14.08.013 is hereby added to read as follows:

14.08.013 MISCELLANEOUS PROVISIONS

13.1 Pretreatment Charges and Fees

Application and renewal fees shall be established from time to time by Resolution of the Norco City Council. Failure to pay the permit renewal fee prior to the permit expiration shall be cause for termination of service. The City may adopt reasonable fees for reimbursement of costs of setting up and operating the City's Pretreatment Program, which may include:

13.1.1 Fees for wastewater discharge permit applications including the cost of processing such applications;

13.1.2 Fees for monitoring, pretreatment inspection, and surveillance procedures including the cost of collection and analyzing a User's discharge, and reviewing monitoring reports and certification statements submitted by Users;

13.1.3 Fees for reviewing and responding to accidental discharge procedures and construction;

13.1.4 Fees for filing appeals;

13.1.5 Fees to recover administrative and legal costs (not included in Section 13) associated with the enforcement activity taken by the Director to address IU noncompliance; and

13.1.6 Other fees as the City may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this Ordinance and are separate from all other fees, fines, and penalties chargeable by the City.

13.2 Billing and Payment

All fees and charges imposed under the provisions of this Ordinance are due and payable upon serving an invoice. An invoice shall be served by first-class mail, postage prepaid or such other procedure as will reasonably assure receipt. Unpaid fees or charges shall become delinquent 30 days after postmark date or the date the invoice is personally served. The date a payment is postmarked by the United States Postal Service will be considered the date of receipt by the City unless payment is personally made to the City. A penalty of ten (10) percent of the original unpaid invoice amount shall be added to any fee or charge that becomes delinquent. Interest at the maximum rate provided by law shall accrue on the total of all delinquent fees or charges including the penalty.

13.3 Severability

If any provision of this Ordinance is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect.

13.4 Sale of Byproducts

The City may sell or otherwise dispose of water, treated or reclaimed wastewater or any other byproduct of the City's operations to private individuals, corporations, or public entities upon terms approved by the Director.

13.5 Amendments

The City may, from time-to-time, in its discretion, by similar ordinance, amend the rules and regulations governing the discharge of nondomestic waste so as to keep the City in compliance with evolving State and Federal law. No discharger to the City's POTW shall have a vested interest or a right to be bound by this Ordinance without amendment or by virtue of this Ordinance being superseded by a subsequent ordinance.

13.6 Variances

The City may find that by reason of special circumstances, any provision of this Ordinance should be suspended or modified as applied to a particular circumstance and User, and may, by resolution, order such suspension, modification or variance for such circumstance and User during the period of such special circumstance or any part thereof for a particular User.

13.7 Powers and Authorities of Inspectors

Any duly authorized representative of the City, as determined by the Director, shall carry evidence establishing the position as an authorized representative of the City and upon exhibiting the proper evidence and identification shall be permitted to enter in and upon any and all buildings, industrial facilities, and properties for purposes of inspection, re-inspection, observation, measurement, sampling, testing, and otherwise performing such duties as may be necessary in the enforcement of the provisions of this Ordinance and any other rules and regulations of the City.

13.8 Judicial Review Limitation

Pursuant to Section 1094.6 of the Code of Civil Procedure, the time within which judicial review shall be sought concerning the adoption of this Ordinance is ninety (90) days following the date of the decision to adopt it is final. Adoption of this Ordinance is final, following the Norco City Council decision on the date it is adopted.

13.9 Adoption and Effective Date

This Ordinance shall be in full force and effective immediately upon its adoption this 3rd day of August, 2016.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held August 3, 2016.

_____
Kevin Bash, Mayor
City of Norco, California

ATTEST:

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

I, CHERYL LINK, City Clerk of the City of Norco, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Norco, California, duly held on July 20, 2016 and thereafter at a regular meeting of said City Council duly held on August 3, 2016, it was duly passed and adopted by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California, on August 3, 2016.

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

CITY OF NORCO
STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager

PREPARED BY: Steve King, Planning Director

DATE: July 20, 2016

SUBJECT: **Appeal Conditional Use Permit 2015-32** (Mavericks): A request to amend Conditional Use Permit 2012-14 (Amendment 3) to expand an existing restaurant/saloon located at 3841 Old Hamner Road in the C-G zone. Three variances are being requested in conjunction with the CUP:
Appeal Variance 2015-06: A request for a variance from the required number of parking stalls;
Appeal Variance 2015-07: A request for a variance from the required front-yard setback;
Appeal Variance 2015-08; A request for a variance from the required amount of landscaping

SUMMARY: The proposed project is an expansion of an existing restaurant/bar at 3841 Old Hamner Road. It was not in a final presentation form that staff likes to submit to the Planning Commission for its review but the applicant requested that it be brought forward for a decision regardless. To implement the project as designed three variances were needed from applicable code requirements. One variance proposed to reduce the amount of required parking, one to reduce the front setback requirement, and one to reduce the minimum landscaping requirement.

The Planning Commission denied the project without prejudice which means that the applicant can reapply without having to wait a year which is the case with an outright denial. The action of the Planning Commission was appealed by the City Council.

BACKGROUND/PROJECT DESCRIPTION: The owner of Mavericks Restaurant/Saloon requested a modification of the existing conditional use permit (CUP) that allowed the sale of alcohol for on-site consumption associated with the restaurant. Amendment 1 to the CUP approved construction so that the building could be brought up to code standards with an increase in the level of security. Amendment 2 allowed the service of food and beverage on the outdoor deck. Amendment 3 would allow the expansion of the building to include more restaurant seating area, dancing areas, a pool hall, a mechanical bull pit, retail shop, new stage, and an office space for a separate business in a proposed basement.

The existing building is 2,742 square feet and the proposed expansion is 8,050 square feet for a total building square footage of 10,792 square feet. The existing structure would remain with the additional square footage added to it. The interior of the existing restaurant would remain as is.

The project was reviewed at a Pre-Project Project Review Board (PRB) meeting on January 7, 2015. A pre-project review can be done at the request of the applicant before a formal application and application fees are submitted. At that meeting there were significant issues in the design of the project that would need to be corrected before the project could proceed to the Planning Commission. It was explained at that meeting the project could not be recommended for approval as it was currently designed.

The formal application was filed on October 8, 2015 with the same site plan that had been reviewed at the Pre-PRB meeting. That application included one Variance application that requested variances from three separate Norco Municipal Code (NMC) requirements. A PRB meeting was set for November 4, 2015 but nobody on behalf of the applicant showed up. The applicant was given an incomplete application letter stating that if three variances were being requested, then three variance applications would have to be submitted; and that because of the numerous site plan issues another PRB would have to be scheduled. Two additional Variance applications were submitted but again without any changes to the site plan.

With the same site design the project could still not be recommended for approval to the Planning Commission. The applicant was given the opportunity to withdraw the applications and if that was the choice then the application fees could be refunded. Several months passed and nothing occurred. The applicant then submitted new plans that were the same plans reviewed by the PRB without incorporating any of the changes.

A complaint was expressed by the applicant at a Planning Commission meeting during Public Comments about the lack of progress. The City issued a letter to the applicant restating the status of the project design and the offer to refund the fees (Exhibit "A": Letter to Applicant). The applicant responded stating that he would like the project to proceed, as designed, to the Planning Commission.

ANALYSIS: The project site is an irregularly-shaped parcel that is located on the northeast corner of Hamner Avenue and Sixth Street consisting of .66 acre. An existing Caltrans park-n-ride lot is located directly north as is Old Hamner Road and a Post of the American Legion across Old Hamner Road (ref. Exhibit "B" – Location Map). The property is located in the Commercial General (C-G) zone which requires a CUP for the service of alcohol and an expansion requires an amendment to that CUP.

The biggest issue about the project design is the parking requirement from the NMC versus what is being proposed. As stated, one of the variance requests is to reduce the required amount of parking. Below are the parking requirements from the Norco Municipal Code (NMC) for the various proposed uses within the building:

USE	PARKING REQUIREMENT	PROPOSED SQUARE FOOTAGE	SPACES NEEDED
Kitchen	1 sp./100 sq. feet (gross)	543	5
Dining areas	1 sp./100 sq. feet (gross)	5,001	50
Pool hall	1 sp./100 sq. feet (gross)	1,451	14
Dance areas	1 sp./100 sq. feet (gross)	1,652	17
Mechanical bull pit	1 sp./100 sq. feet (gross)	248	2
Lobby	1 sp./100 sq. feet (gross)	898	9
Stage	1 sp./100 sq. feet (gross)	177	2
Store	1 sp./250 sq. feet (gross)	805	3
Office	1 sp./250 sq. feet (gross)	1,373	5

The parking requirements in the NMC are based on gross floor square footage regardless of use. The requirement for restaurants (1 sp./100 sq. feet) was used for the open floor ancillary uses associated with the restaurant (e.g. dancing, pool hall, bull riding, and lobby). If not associated with a restaurant the closest similar category is "*Churches, auditoriums, theaters, stadiums, night clubs, private clubs, dance halls, school multi-purpose rooms, and other places of public assembly: One (1) parking space for every three (3) seats, fixed or otherwise.*"

Since there are no seats in these ancillary use areas the closest similar category is "*Public and Private Elementary and Junior High Schools: One and one-half (1 1/2) spaces for each classroom, plus **one (1) space for** each five (5) fixed seats in the auditorium, gymnasium, or similar place of public assembly and for **every thirty-five (35) square feet of area available for general assembly where there are no fixed seats**.*" The application of this standard for the open ancillary uses would require significantly more parking.

Based on the above, the total required parking is 107 spaces. The project is currently designed with 33 on-site spaces. And the parking design layout does not meet the minimum standards required by the NMC including 25-ft. drive aisles and 9ft. X 20ft. stalls. Additionally, the parking lot circulation, which is typically contained on-site, requires circulation onto Old Hamner Road at the north end of the parking aisles for customers that are looking for open stalls in adjoining aisles (ref. Exhibit "C" – Site Plan).

The NMC makes provision for shared parking where uses that have different peak hours during the day can share the same parking areas. In this situation the only use that would operate at a different peak hour than the restaurant and related facilities is the office.

The NMC also makes provision for off-site parking as follows:

> *The Planning Commission may approve a substitute location which meets either of the following conditions:*
> *(1) That the substitute location is within two hundred (200) feet of the principal use for which the parking is being provided; and that the substitute lot shall be in the same ownership or under agreement approved as to form by the City Attorney. The purpose of such an agreement shall be to guarantee the availability of such parking to the property in question. A recorded document stipulating the reservation of the property for parking purposes shall be filed with the City prior to the issuance of a building permit.*
> *(2) Or that the property in questions is part of a parking District formed to provide off-street parking facilities. Where such a District exists, it shall provide parking facilities in accord with the provisions of this ordinance.*

Historically the City has discouraged the use of off-site parking that required customers to have to cross streets, but it is not prohibited by the NMC. The proposed parking on-site would have to re-designed to meet NMC requirements which will likely eliminate about five of the spaces resulting in a net total of 28. And then with approval of a shared parking arrangement for the office space the net total is back to 33. The net deficit is 74 spaces.

The Planning Commission was informed that a condition could be added requiring the submittal of a recorded parking reservation agreement (as approved by the City Attorney), and a site plan of the parking area showing improvements per the NMC requirements for the remaining 74 spaces if the decision was to approve the project. A form letter on letterhead from both the American Legion and Robbin Koziel was delivered to the City stating that each is amenable to sharing their parking with each other. This, however, does not meet the requirement since it has to be a recorded agreement approved by the City Attorney. It also has to include a site plan showing that the proposed parking area can provide the needed number of spaces designed to the standards of the NMC.

A second variance was requested for the landscaping requirement. The C-G zone requires 15% of the site to be landscaped. A request for the amount of the site that was proposed to be landscaped was requested at the PRB meeting but the information was not provided. There is an existing landscaped area next to the outdoor deck adjacent to Sixth Street that will be kept. There is also a hardscape area proposed to the west and north sides of the proposed expansion with planter pots on the property line next to the park-n-ride lot. These would be included as part of the landscaping area as well. There are also open areas at the north ends of the proposed on-site parking aisles and a condition was added requiring that they be landscaped. An existing landscape planter between the curb and sidewalk along Hamner Avenue was also proposed to be kept. With the existing and proposed landscaping staff was satisfied that as much landscaping as best as could be accommodated on the irregular site was being provided and that if the CUP was approved the variance could be supported.

The third variance was for the setback requirement along Hamner Avenue. In the C-G zone the setback requirement to parking is five feet of landscaping. The project as designed did not adhere to this requirement, but again, because of the irregular lot size this variance could also be supported if the CUP was approved.

The architecture includes some of the features that are used to define a western theme including stone, wood siding, shutters, an articulated false-front roofline, multi-pane windows, etc. The proposed architecture was provided to the Architectural Review Subcommittee for its recommendation and both members determined that while there are some of the elements, overall the building did not reflect a western theme (ref. Exhibit "E" – Colored Rendering). All of the other issues discussed at the PRB could be added as conditions in the resolutions for approval if that is the ultimate direction of the City Council.

As an appealed item there are two options for the City Council. If the City Council chooses to uphold the action of the Planning Commission then a roll call vote is all that is needed. If the City Council chooses to overturn the action of the Planning Commission and approve the project then resolutions for approval will be agendized on the next available City Council meeting for action.

Exhibit "A" – Letter from City, dated April 28, 2016
Exhibit "B" – Location Map
Exhibit "C" – Site Plan
Exhibit "D" – Floor Plan
Exhibit "E" – Colored Rendering

CITY of NORCO

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April 28, 2016

Rob Koziel, The Maverick Saloon
3841 Old Hamner Avenue
Norco, CA 92860

Re: Conditional Use Permit 2015-32 (CUP 2002-14, Amendment 3); Variances 2015-06, -07, -08

On November 10, 2015 you were issued a letter stating that the application for Conditional Use Permit 2015-32 and related Variance 2015-06 was incomplete because three separate issues requiring a variance were being requested under one application; and that if you wanted to proceed with the three variance requests there would have to be three applications for such, one application for each. A scheduled Project Review Board (PRB) meeting on November 14, 2015 was cancelled since neither you nor a representative showed up for the meeting.

You subsequently submitted two more variance applications and the entire project (CUP + 3 Variances) was reviewed by the PRB on January 7, 2016 at which time you were told that the variance requests could not be approved because the findings for approval of a variance could not be made pursuant to the Norco Municipal Code. Without the variances Conditional Use Permit 2015-32, as designed, also could not be approved.

At the meeting you were offered the opportunity to withdraw the applications with a refund of fees and you said you would get back to us. The City has not heard back on whether you want to withdraw the applications, but you have recently complained publicly at a Planning Commission meeting about the lack of progress on your applications. This letter is to reiterate what was discussed at the January 7, 2016 PRB meeting with regards to the inapplicability of the variance requests for your project.

Section 18.44.04 of the Norco Municipal Code (NMC) states:

> ***18.44.04 Limitations on the Variance.***
> *(1) A variance shall not be granted for a parcel of property which authorizes a use or activity which is not otherwise expressly authorized by the zone regulation governing the parcel of property.*
> *(2) No variance shall be granted which would have the effect of granting a special privilege inconsistent with the limitations upon other properties in the vicinity and zone in which the property, which is the subject of the application, is situated.*

Section 18.44.16 further states:

> ***18.44.16 Criteria for Granting a Variance.***
> *Neither the Commission nor the Council may grant a Variance from the terms and provisions of the City's Zoning regulations as stated in Title 18 of the Municipal Code of the City, including any requirement provided therein, unless, it has first found from the evidence admitted during the Hearing before the Commission or Council that because of special circumstances, applicable to the subject property, including size, shape, topography, location or surroundings, the strict application and provisions of the terms of the City's Zoning Regulations, from which the Variance is being sought, deprives the subject property of privileges enjoyed by other properties in the vicinity and under identical zone classification.*
>
> *At the time of granting any Variance, the Commission or Council shall impose thereon such conditions as will assure that the adjustment authorized by said Variance shall not constitute a grant of special*

CITY COUNCIL

KEVIN BASH, Mayor | GREG NEWTON, Mayor Pro Tem | BERWIN HANNA, Council Member | ROBIN GRUNDMEYER, Council Member | TED HOFFMAN, Council Member

privileges inconsistent with the limitations upon other properties in the vicinity and zone in which subject property is located and further assure that the Variance shall not adversely affect property and the use thereof in the vicinity of subject property and the public health, safety and general welfare.

The variances being requested are as follows:

Variance 2015-06: to reduce the required number of parking spaces from 96 to 33.
Variance 2015-07: to reduce the required front-yard setback for the building from 25 feet to 9 feet; and for the landscaping from 10 feet to nothing.
Variance 2015-08: to reduce the required amount of on-site landscaping below the required 15%.

There are other comments from PRB that have not been addressed in revised plans including the parking lot design that requires parking lot circulation around the drive aisles to occur within a public street (Old Hamner Road) as opposed to being entirely on-site. The variances being requested are not the result of special circumstances on the lot. Approving the variances would grant special privileges inconsistent with the same limitations on other properties in the vicinity and zone. The variance requests are rather the result of too much building being proposed for the size of the property in question. As such, the findings needed by law for the Planning Commission to approve variances cannot be made.

If you determine to withdraw your applications the application fees can be refunded. If it is your request that the City proceed forward with the applications as currently designed they will need to be advertised for a public hearing before the Planning Commission. The advertising deadline for the June 8, 2016 Planning Commission meeting is Wednesday, May 25, 2016 by 10:00 a.m. If you determine to withdraw your applications you need to submit a written request to the Planning Division by Thursday May 12, 2016.

The withdrawal request needs to be submitted to the Planning Division in written form. If the withdrawal request is not received by the Planning Division as noted the assumption will be that you want to proceed to public hearing before the Planning Commission with the plans as currently designed and the hearings will be advertised for the June 8, 2016 meeting barring any scheduling difficulties. The recommendations to the Planning Commission from staff will be for denial of all three variance requests (Variance 2015-06, Variance 2015-07, Variance 2015-08); and denial of the conditional use permit request (CUP 2015-32).

If you have any questions, you can contact Alma Robles at (951) 270-5682, email: arobles@ci.norco.ca.us; or contact me at (951) 270-5662, email: sking@ci.norco.ca.us.

Respectfully,

Steve King
Planning Director

C: City Manager, Andy Okoro
City Attorney, John Harper

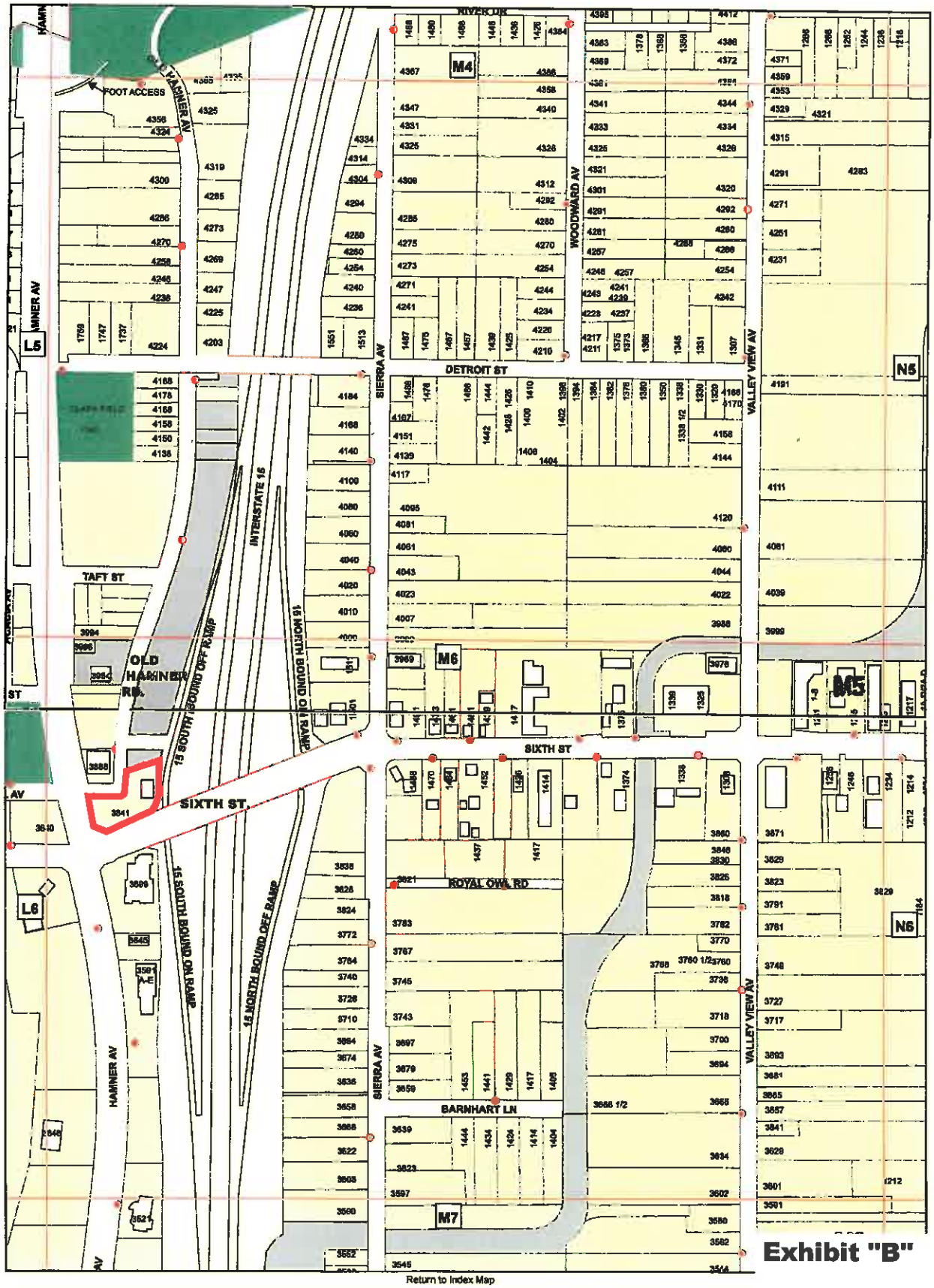

Exhibit "B"

Return to Index Map

Exhibit “C” – Site Plan, and Exhibit “D” – Floor Plan, are on file at the City Clerk’s Office.

MAVERICK
EXHIBIT