



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

**Wednesday, August 3, 2016
City Council Chambers, 2820 Clark Avenue, Norco, CA 92860**

CALL TO ORDER: 6:00 p.m.

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

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

CLOSED SESSION:

§54956.8 - Conference with Real Property Negotiator:

Property: APNs 131-112-015, 131-112-016, 131-112-009

City Negotiator: City Manager Andy Okoro

Under Negotiation: Price and Terms

RECONVENE PUBLIC SESSION: 7:00 p.m.

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

PLEDGE OF ALLEGIANCE: Council Member Ted Hoffman

INVOCATION: Pastor Fred Griffin, Corona Church of the Open Door

RECOGNITION: Norco Girls Softball League, 14U All Stars

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 20, 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 Special Meeting Held on July 27, 2016. **Recommended Action: Received and File.** (Planning Director)
 - D. Acceptance of Bids and Award of Contract for the Hamner Avenue and Temescal Avenue Street Rehabilitation Project. **Recommended Action: Accept bids submitted for the construction of new asphalt, ADA ramps, and striping improvements located on Hamner Avenue (between Fourth and Sixth Streets) and Temescal Avenue (between First and Second Streets), award a contract to All American Asphalt, Inc. in the amount of \$558,280 and authorize the City Manager to approve contract change orders up to 10 percent of the total bid amount.** (Director of Public Works)
 - E. Acceptance of the Third Street Improvement Project. **Recommended Action: Accept the Third Street Improvement Project as complete and direct the City Clerk to file the Notice of Completion with the County of Riverside.** (Director of Public Works)
 - F. Acceptance of Bluff Street and Western Avenue Water Improvement Project. **Recommended Action: Accept the Bluff Street and Western Avenue Water Improvement Project as complete and direct the City Clerk to file the Notice of Completion with the County of Riverside.** (Director of Public Works)
 - G. Reclassification of Trust Account Deposits to Fund Streets, Trails, Sewer Capital, and General Fund Operations. **Recommended Action: Reclassify trust account deposits to fund streets, trails, sewer capital, and General Fund operations.** (Finance Officer)
 - H. Approval of Supplemental Agreement for the 2016-2017 Community Development Block Grant Program Year. **Recommended Action: Approve the Supplemental Agreement for the 2016-2017 Community Development Block Grant program year.** (Deputy City Manager/Director of Parks, Recreation and Community Services)
 - I. Acceptance of Norco Rolling Devils Wheelchair Basketball Tournament as a Special Event. **Recommended Action: Accept the Norco Rolling Devils Wheelchair Basketball Tournament as a Special Event.** (Deputy City Manager/Director of Parks, Recreation and Community Services)
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 MATTER:** *No new evidence will be heard from the public as the public hearing has been closed regarding the items listed.*

A. **Ordinance No. 1005, Second Reading.** Ordinance Amending Chapter 14.08 "Public Sewerage System Wastes" to the Norco Municipal Code. Code Change 2016-03 (City Clerk)

The first reading of Ordinance No. 1005 was held on July 20, 2016 and adopted by the City Council with a 4-0-1 vote (Council Member Hanna absent). Ordinance No. 1005 approves Code Change 2016-03, which amends Chapter 14.08 of the Norco Municipal Code entitled "Public Sewerage System Wastes" to comply with the Western Riverside County Regional Wastewater Authority's newly adopted Ordinance 2016-0R8 and the RWQCB requirements for Norco's Industrial Wastewater Pretreatment Program.

Recommended Action: Adopt Ordinance No. 1005 for second reading.

6. **DISCUSSION / ACTION ITEMS:**

A. Consideration of Organizational Modifications to the Economic Development Advisory Council (EDAC). (City Clerk/Economic Development Consultant)

At its meeting of June 15, 2016 the City Council expressed an interest in modifying the Resolution 2014-40, governing the size, composition and operational procedures for the Economic Development Advisory Council (EDAC). After researching the history and legislative intent of the EDAC, evaluating its recent performance and conferring with its Members, staff recommends some changes that will enhance the EDAC's efficiency and make it more representative of Norco's dynamic business community.

Recommended Action: Adopt Resolution No. 2016-53, implementing organizational modifications to the Economic Development Advisory Council (EDAC).

B. Formation of an Ad-Hoc Committee to Review Hindu Temple Entitlement Process.

An application for Conditional Use Permit (CUP) 2014-10 and associated Variance 2014-05 for the development of a temple and cultural center submitted by Swaminarayan Gurukul-USA/Patolia was denied by the Planning Commission on April 13, 2016. The appeal by the applicant to the City Council was denied on July 6, 2016. In an effort to have a better understanding of the project and to resolve the issues that have been raised, staff is recommending that the City Council authorize the formation of Ad-

Hoc Committee to review the issues and concerns that have been raised and to provide a recommendation for resolution to the City Council.

Recommended Action: Approve the formation of an Ad-Hoc Committee to review Hindu Temple Entitlement Process

7. PUBLIC HEARING:

- A. **Ordinance No. 1006, First Reading. Zone Code Amendment 2016-02 (City):** A proposal to amend Chapter 18.37 of the Norco Municipal Code to revise the requirements for temporary signs. (Planning Director)

The City Council directed staff and the Planning Commission to review the current sign code in terms of possibly revising what types of temporary advertising signs can be allowed and to look at ways to make the processing of applications easier, and to make the allowances more equitable between the various commercial zones in the City. The Planning Commission reviewed the proposed Zone Code Amendment on June 8, 2016 and has recommended approval with some changes.

Recommended Action: Adopt Ordinance No. 1006 for first reading and schedule the second reading for August 17, 2016.

8. APPEAL HEARINGS:

- A. **Conditional Use Permit 2016-10 (Campos):** An appeal of the Planning Commission's denial of a request for approval to allow a detached accessory building consisting of a 1,344 square-foot garage and workshop building at 1551 Longhorn Way located within the Norco Hills Specific Plan (NHSP) Amendment No.1 (Ito Farms)

The subject property is located in the Norco Hills Specific Plan (NHSP) Amendment No.1 (Ito Farms), consists of .57 acres/24,732 square-feet, and is developed as a single family residence. Accessory buildings that exceed 864 square feet require approval of a conditional use permit by the Planning Commission. Because denial of this accessory building has been appealed, it is now being considered by the City Council.

- B. **Conditional Use Permit 2016-15 (Wrye):** An appeal of the Planning Commission's denial of a request for approval to allow a detached accessory building consisting of a 2,000 square-foot workshop/storage building at 4760 Roundup Road located within the A-1-20 (Agricultural Low Density) Zone.

The subject property is located in the A-1-20 Zone, consists of about .52 acres/22,487 square-feet and is developed with a single family residence. Accessory buildings that exceed 864 square feet require approval of a conditional use permit by the Planning Commission. Because denial of this accessory building has been appealed, it is now being considered 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. The meeting is recorded.



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

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

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|---------------------------------------|---|
| CALL TO ORDER: | 7:00 p.m. |
| ROLL CALL: | Present: Kevin Bash, Mayor Greg Newton, Mayor Pro Tem Robin Grundmeyer, Council Member Ted Hoffman, Council Member Absent: Berwin Hanna, Council Member |
| PLEDGE OF ALLEGIANCE: | Council Member Robin Grundmeyer |
| INVOCATION: | Council Member Robin Grundmeyer |
| BUSINESS APPRECIATION HONOREE: | Stater Bros. Markets |

Mayor Bash and Economic Development Advisory Council Member Scott da Rosa presented Stater Bros. Store Managers Greg Vineyard and Ed Arteaga with certificates of appreciation for Stater Bros.' strong and enduring commitment to Norco and the celebration of the company's 80th birthday. Stater Bros. was recognized for serving generations of Norco families and supporting community events for 45 years.

DONATION:

Mr. Lewis Wright of the American Legion presented the City Council with a donation from the Memorial Day Event Committee in the amount of \$1,018 for the maintenance of the George A. Ingalls Veterans Memorial Plaza.

CITY COUNCIL BUSINESS ITEMS AS FOLLOWS:

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

Council Member Grundmeyer:

- Attended a League of California Cities Riverside County Division meeting on July 11, 2016 in Eastvale.

Council Member Hoffman:

- Attended a Riverside County Transportation Commission meeting and commented on Interstate 15 and State Route 91 closures.

- Attended a Northwest Mosquito Abatement and Vector Control meeting and commented that mosquito spray treatments will occur on July 22nd in the area of River Road and Corydon Avenue. Mr. Hoffman also reported on a Press Release regarding yellow fever. For questions or more information, residents may call 951-340-9792.
- Commented on the upcoming National Day of the American Cowboy event on July 23 at Ingalls Park.

Mayor Pro Tem Newton:

- Attended a Western Riverside County Water Authority meeting via phone conference.
- Attended a Chino Basin Desalter Authority meeting on July 7th.

Mayor Bash:

- Attended a Riverside Conservation Authority meeting.
- Attended a Western Riverside Council of Governments meeting.
- Commented on the Norco Area Chamber of Commerce monthly meeting that took place today at the SilverLakes and Equestrian Sports Park.
- Attended the Sheriff's Academy graduation ceremony in Riverside on July 14th.

Sheriff's Lieutenant Eric Briddick briefly commented on two upcoming events; Coffee with a Cop, July 27, 9:00 – 11:00 a.m. at the Cowgirl Café; National Night Out, August 9, 5:00 – 7:00 p.m. at the Target Parking Lot at the Norco Gateway. Both of these events are great opportunities to get acquainted with the Riverside County Sheriff's Department, City staff, and local community members.

2. CITY COUNCIL CONSENT ITEMS:

Mayor Pro Tem Newton pulled Item 2.D. and Council Member Grundmeyer pulled Item 2.K.

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

AYES: BASH, GRUNDMEYER, HOFFMAN, NEWTON

NOES: NONE

ABSENT: HANNA

ABSTAIN: NONE

- A. City Council Regular Meeting Minutes of July 6, 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. Recap of Actions Taken by the Planning Commission at its Meeting Held on July 13, 2016. **Action: Received and filed.** (Planning Director)

- D. Quarterly Investment Report for Quarter Ended June 30, 2016. **Pulled for discussion.** (Finance Officer)
- E. Execution of a Regional Pretreatment Agreement between the City of Norco and Western Riverside County Regional Wastewater Authority. **Action: Approved 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. **Action: Accepted 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. **Action: Approved 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 **Action: Accepted the proposal submitted for performance services to provide Water System Distribution Valve Assessment, Testing and Information Management Program contract to Wachs Water Services and authorized the execution of the contract in the amount not to exceed \$100,000.** (Director of Public Works)
- I. Acceptance of Proposal for Professional GIS Services. **Action: Accepted 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. **Action: Approved the 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. **Pulled for discussion.** (Public Works Director)

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

- 2.D. Quarterly Investment Report for Quarter Ended June 30, 2016. (Finance Officer)

Mayor Pro Tem Newton pulled the item to thank staff for their work on the City's investment portfolio.

M/S NEWTON/BASH to receive and file the Quarterly Investment Report for the quarter ended June 30, 2016. The motion was carried by the following roll call vote:

AYES: BASH, GRUNDMEYER, HOFFMAN, NEWTON

NOES: NONE

ABSENT: HANNA

ABSTAIN: NONE

- 2.K. Acceptance of Proposal for Professional Consulting Services for the Water, Sewer and Recycled Water Rate Study. (Public Works Director)

Council Member Grundmeyer asked Director Blais to briefly explain why it is important to spend money on the rate study at this time. Director Blais stated that the recommendation is to hire a consultant to perform three rate studies – water, sewer, and recycled system. During the budget process, it was noted that there is a significant deficit of almost \$2 million, which needs to be reduced. The most likely way to reduce that shortfall is through a rate analysis. Director Blais stated that the importance of hiring a consultant versus conducting the study in-house, is to obtain an independent expert opinion. The consultant will project 10-20 years, but focus on the short-term 5-year projection as well. The consultant will work closely with staff to understand the City's upcoming projects, expenditures, revenue sources, etc, which will assist with proper cost allocation.

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

AYES: BASH, GRUNDMEYER, HOFFMAN, NEWTON

NOES: NONE

ABSENT: HANNA

ABSTAIN: NONE

4. PUBLIC COMMENTS:

Krupali Tejura commented that she was born in the United States and raised in Corona. Dr. Tejura said she attended a Calvary Christian School as well as public schools in the Corona-Norco Unified School District. She further commented on her education, having attended USC and UCLA. Dr. Tejura said she has been practicing medicine in the Corona and Upland areas for the past decade. Dr. Tejura said her reason for commenting is that she is Hindu and was recently made aware of the rejection to build a Hindu temple in the

City. She expressed concern about the possible infringement of the First Amendment. Dr. Tejura asked the Council to come together with the Hindu project organizers in a mutually beneficial manner.

Kaneyalal Tejura said he has lived in Corona for the past 40 years. He commented on diversity and supporting different beliefs.

Darshana Garg urged the City Council and Norco residents to learn more about the Hindu religion. She commented that Hinduism is a religion of peace, love and righteousness, which are similar values to other religions.

Geoff Kahan promoted the next Concerts in the Park event at Pikes Peak Park on July 22nd. The event is free and begins at 6:00 p.m. Mr. Kahan also reminded the public of the next Norco Community Town Hall meeting to be held on Monday, July 25th at Nellie Weaver Hall beginning at 6:30 p.m. hosted by RURAL.

Bonnie Slager, on behalf of the Norco Horsemen's Association, presented the City with a check in the amount of \$2,500 to help fund trail maintenance.

Julie Reyes of Waste Management responded to comments made recently on social media and a report received about a Waste Management driver allegedly mixing together manure and trash service pick-ups. Ms. Reyes indicated that when drivers are hired, they go through an extensive training process. She added that there are different drivers and trucks that pick up the different commodities. Ms. Reyes stated that the allegation reported is intolerable and a terminable offense should it determined to be factual. Ms. Reyes commented that diversion is very important to Norco. She noted that Waste Management is taking this report very seriously. Ms. Reyes also addressed other questions raised on social media.

Rosa Zuniga-Green commented on the recently installed no parking signs on Cross Rail Lane, which is appreciated but don't seem to be adhered to by the public. She referenced a recent car fire in the area which caused damage to the trail fencing and could have caused a brush fire. Ms. Zuniga-Green urged assistance from the City with ticketing or more patrolling to reduce the nuisances in that area.

5. LEGISLATIVE MATTERS:

- 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)

M/S HOFFMAN/NEWTON to adopt Ordinance No. 1002 for second reading. The motion was carried by the following roll call vote:

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

- 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)

M/S HOFFMAN/GRUNDMEYER to adopt Ordinance No. 1003 for second reading. The motion was carried by the following roll call vote:

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

- C. Ordinance No. 1004, Second 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)

M/S HOFFMAN/NEWTON to adopt Ordinance No. 1004 for second reading. The motion was carried by the following roll call vote:

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

6. DISCUSSION / ACTION ITEM:

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

City Clerk Link reported that 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. City Clerk Link briefly presented information on the formation of the Norco Youth Advisory Council, which would be comprised of high school students who would provide counsel and support to the City Council on youth related matters.

Council Member Grundmeyer expressed her support of the formation of the Norco Youth Advisory Council. Ms. Grundmeyer commented that youth in the community will be empowered and provide new ideas.

Council Member Hoffman suggested removing the eligibility requirement of being a Norco resident as some Norco High School and John F. Kennedy Middle College student do not reside in the City but would be of value to the Advisory Council. The Council concurred.

M/S BASH/NEWTON to adopt Resolution No. 2016-52 approving the creation of the Norco Youth Advisory Council. The motion was carried by the following roll call vote:

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

7. PUBLIC HEARINGS:

- 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)

City Engineer Milano reported on Landscape Maintenance Districts (LMDs) 1-5, with the exception of No. 4. Assessment for each LMD will increase by 1.7%. The budget for LMD No.1 has been reduced due to water savings. However, the amount of the assessment generated with the maximum assessment is still approximately \$1,700 short of balancing. There is a reserve fund available to make the difference. LMD No. 2 had a failed Proposition 218 process that would have boosted that maintenance level and repaid the debt currently owed to the City's General Fund. The maximum assessment is \$625 which will balance the district budget this year. For LMD No. 3, the budget has decreased due to water savings. Even with the CPI increase (1.7%), the assessment will not balance the budget; however, there are adequate reserves to make up the difference. For LMD No. 5, the maximum assessment is approximately \$1,050, but all is needed this year calculates to an assessment of \$894, due to water savings.

Mayor Pro Tem Newton asked the City Engineer to explain the plan to have the loan paid back to the City for LMD No. 2. City Engineer Milano indicated that the plan is to reduce maintenance or water consumption. The loan of approximately \$18,000 is still outstanding.

There was some discussion regarding the financial responsibility of district residents within their own districts as well at city-wide maintenance. City Engineer Milano stated that it was a requirement of the developer that the system was put in place to ensure that LMDs had adequate funding and not be a burden on the City's General Fund.

Council Member Grundmeyer expressed concern regarding the budget deficits in some of the Districts. Ms. Grundmeyer commented on the option of dissolution. City Attorney Harper stated that the City Council could take action to dissolve an LMD. With dissolution, the City would assume the responsibilities and costs associated with the Districts. She also

commented on having a broader timeline to discuss the issues related to some of the Districts. City Manager Okoro added that if it is the intent of the City Council to consider paying a portion of the Districts assessments or contributing funds to each of these LMDs, the time to have had the discussion was during the budget process. However, the City Council may make adjustments to the budget at any time.

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.

In response to Council Member Hoffman, Deputy City Manager Petree indicated that researching and identifying costs from these Districts that would impact the General Fund would be addressed during the next budget process.

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

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

- 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)

Council Member Hoffman noted that he would recuse himself from discussion and voting on this item due to residing within Landscape Maintenance District No. 4 and the potential conflict of interest. Council Member Hoffman left the dais at 8:39 p.m.

City Engineer Milano presented brief overview of Landscape Maintenance District (LMD) No. 4. He stated that the budget is approximately \$470,000, which maintains the landscaping and trails. There is water savings identified in the budget. The budget also includes \$75,000 reserved for trail fence replacement. In the past year, an audit was conducted by City staff on electricity cost and found that there was a meter for a booster pump for the water reservoir that was erroneously being charged to LMD No. 4. The charge for this meter, in the amount of \$440,377, should have been directed to the Water Fund. City Engineer Milano outlined several proposed options that would correct this error. Option 1 would reduce the assessment by the equivalent amount of the over charge. It decreases the assessment amount from \$861.59 to \$41.52. The Mount Shasta homes would have an assessment of \$293.68. Option 2 would refund one half of the \$440,377 this fiscal year, reducing the assessment from \$861.59 to \$451.55. In subsequent fiscal years, it would reduce the assessment by \$75,000 until the balance of the over charge is

paid back. Option 3 would refund \$75,000 per year for five fiscal years with a \$65,377 refund in year six. The City Engineer noted that a public meeting was held on June 21, 2016 to discuss with the homeowners in District 4. At the meeting, two additional options were proposed. Option 4 would be to return to the property owners the full \$820.07 over charge per parcel by City check. Option 5 would utilize the over charge to replace trail fencing. The City Attorney noted some legal opinions regarding Option 4. City Manager Okoro indicated that with the legal complexities of Option 4, staff presented Option 6. This option would deal with the issues as two separate items. The first issue is the return of the over charge to LMD No. 4, which would increase the available reserves. The next issue is the assessment for Fiscal Year 2016/2017, which would require the assessment be the recommended amount of \$861.59.

With Option 6, there was some discussion about allowing residents the opportunity to decide how the funds in the reserves are spent. City Attorney Harper added that any recommendations made by the residents on how the reserves should be spent requires City Council approval.

Council Member Grundmeyer expressed concern about the low level of input received from residents in this District. Ms. Grundmeyer suggested conducting a survey or finding better ways to get feedback.

Mayor Bash opened the Public Hearing.

Lance Gregory commented on his support for Option 4, with the exclusion of any fees associated with the refunding of the over charge. Mr. Gregory said that at the resident meeting, City staff said that an option would be to refund the money to the current homeowners. It wasn't until the staff report was published that the residents learned that the refund would have to be given to all owners who paid assessments. Mr. Gregory also commented that LMD No. 4 residents were lead to believe that the trail fencing was owned by the residents. He said that the residents are now being told that the fencing is a City asset. He asked why the LMD residents are paying for a City asset. Mr. Gregory said that in light of Option 6 just being presented, he requested that the City Council continue this item to allow residents more time to consider.

Debbi Bukky commented on her support for Option 4. She said that Option 6 is not fair and is a way for the City to maintain the money longer. Ms. Bukky said that for Option 4, the funds should be returned to the current homeowner since homeowners sell all interests to their homes when they sell.

Jose Duran said he attended the LMD No. 4 resident meeting in June. He expressed his support for Option 4.

Antonio Barreto commented on options regarding the future of the money which would be a benefit for lowering the overhead costs, such as solar panels or reclaimed water.

Tina Gregory suggested that this item be continued. Ms. Gregory also suggested the formation of a citizen committee comprised of LMD No. 4 residents.

Rosa Zuniga-Green expressed her support for Option 5 as well as Option 6.

Don Bowker said that he has always advocated for improvements in the District and that the money should stay in the District. He expressed his support for Option 5.

Kerry Bolle commented on her support for Option 4 and asked the City Council to find methods for notification.

Maricela Delgado said she owns two properties in LMD No. 4 and is in favor of a continuance to allow residents more opportunity to become educated with the options.

Rick Archibald thanked his neighbors for the flyers notifying him of this meeting. Mr. Archibald commented on his support for Option 4.

With no one else wishing to speak, Mayor Bash closed the public hearing.

Mayor Pro Tem Newton thanked the public for their comments and expressed his support for the newly proposed Option 6 and allowing the residents of LMD No. 4 to come together to formulate ways to spend the reserves for the benefit of the entire District. Council Member Grundmeyer concurred. Mayor Pro Tem Newton commented that there was no malice intended with the over charge error. Staff identified the issue and has been taking fair and reasonable corrective action.

M/S BASH/GRUNDMEYER to accept Option 6 as presented, which returns \$440,377.00 to the reserves in Landscape Maintenance District No. 4 and allows residents of said District to participate in the decision-making process on how the funds will be used, with approval by the City Council. The motion was carried by the following roll call vote:

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

M/S BASH/NEWTON 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 of \$861.59 for Fiscal Year 2016-2017. The motion was carried by the following roll call vote:

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

Mayor Bash recessed the meeting at 9:52 p.m. and reconvened at 10:01 p.m. Council Member Hoffman returned to the dais.

- 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)

Director Blais reported that 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.

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/NEWTON to adopt Ordinance No. 1005 for first reading and schedule the second reading for August 3, 2016. The motion was carried by the following roll call vote:

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

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)

Director King reported that the proposed project is an expansion of an existing restaurant/bar at 3841 Old Hamner Road. There were a number of issues brought up during the Project Review Board meeting. The applicant was informed that the project could not be recommended for approval and was offered the opportunity to seek a refund of his fees. The applicant chose not to and asked that the project be taken to the Planning Commission.

Director King added that in order 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 variances for the setback requirement and the landscaping requirement were minor. The issue was with the variance for the required parking. The expanded facility needs a total amount of 107 parking spaces. The applicant was providing 33 onsite parking spaces and had hoped to get a parking agreement with the American Legion for shared parking. The proposed shared parking agreement would have to meet City parking standards. There was some questions about the ownership of the American Legion parking lot. Director King stated that just earlier today, it was determined that the American Legion does not own the parking lot; hence, the parking agreement would have no validity. The primary issue determining the Planning Commission's denial was parking.

Council Member Hoffman commented on the new parking lot ownership information that was just made available and the applicant was not aware of until now. City Attorney Harper indicated that the Council may continue the item if it so chooses.

Mayor Pro Tem Newton noted that he voted no to appeal this item as there is still work that needs to be done on this project at the Planning Commission level. The minor work that has to be done on the architectural elements needs to be reviewed by the Planning Commission. Mayor Pro Tem Newton stated that he is agreeable with the setback and landscaping variances, but could also be handled at the Planning Commission level. There was some discussion about the parking lot standard if a shared parking agreement was allowed. Mayor Pro Tem Newton said that even with a shared parking agreement, the project is severely under-parked. He added that he doesn't see a basis for an appeal and that this matter should go back to the Planning Commission.

Council Member Grundmeyer concurred that this item should be taken care of at the Planning Commission level.

Mayor Bash commented on an off-site property which the applicant was attempting to secure a shared parking agreement. Mayor Bash asked if the agreement would be in perpetuity or if the property were to be sold, if the new owner would be required to honor the shared parking agreement. Mayor Bash mentioned the Starbucks center between Sixth and Fifth Streets. Director King indicated that by conditions of approval for that center, the tenants of that center are required to share parking. The Target center and Hobby Lobby center have similar conditions. In response to Mayor Bash, Director King indicated that there has never been a project that has been approved without sufficient parking. Mayor Bash asked that if the scope of the project were reduced, would that solve the parking space requirement issue. Director King stated that without a shared parking agreement, the maximum number of spaces he can get from the site is 32, so the approximate maximum building size would be 3,200 square feet.

Mayor Bash opened the public hearing.

Rob Koziel, applicant, asked that the City treat him fairly and said he should be able to expand his business. Mr. Koziel commented that for the Starbucks center on Sixth Street, patrons may park anywhere from Starbucks to the hotel, which is a distance of 1,700 feet. Mr. Koziel said that the distance from his property to his other piece of property on Hamner Avenue is approximately 1,300 feet. Mr. Koziel added that only one half acre is needed for 70 parking spaces. He said he worked out an agreement with a property owner on Old Hamner Avenue and Taft for one half acre for parking. He commented further stating that public parking spaces within 200 feet of his property amounts to over 200 spaces. The 200 spaces does not take into account the spaces around Riley Gym. He added that late at night more spaces are available. He said he contacted Caltrans regarding the Park and Ride parking spaces. Mr. Koziel said that Caltrans claims they do not have any plans for those parking spaces. Mr. Koziel made additional comments on parking spaces.

There was some discussion between Council Members regarding other parking conditions throughout the City. In response to Council Member Hoffman, Mr. Koziel said he is not considering building his project on his other 2-acre site because of TUMF fees. Council Member Hoffman suggested sending this item back to the Planning Commission.

Lance Gregory commented that this is an important location for what the Economic Development Advisory Council is trying to do and suggested that Council come up with a concession with Mr. Koziel.

Mayor Bash closed the public hearing.

M/S NEWTON/HOFFMAN to uphold the Planning Commission action of denial without prejudice. The motion was carried by the following roll call vote:

AYES: BASH, GRUNDMEYER, HOFFMAN, NEWTON

NOES: NONE

ABSENT: HANNA

ABSTAIN: NONE

9. CITY COUNCIL / CITY MANAGER / STAFF COMMUNICATIONS:

ADJOURNMENT

Mayor Bash adjourned the meeting at 11:05 p.m. with a moment of silence to honor the slain peace officers in Baton Rouge, Louisiana.

Cheryl L. Link, CMC, City Clerk



RECAP OF ACTIONS TAKEN
CITY OF NORCO
PLANNING COMMISSION SPECIAL MEETING
Wednesday, July 27, 2016
City Council Chambers, 2820 Clark Avenue, Norco CA 92860

- CALL 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, **Present**
- PLEDGE OF ALLEGIANCE: **Commission Member Azevedo**
- APPEAL NOTICE: **Read by Director King**
- PUBLIC COMMENTS: **None**
1. PUBLIC HEARING:
- A. Conditional Use Permit 2016-25 (Sahil Investment Group): A proposal for a 90-room hotel at 3361 Hamner Avenue in the C-G (Commercial General) Zone. Recommended Action: Continue to August 10, 2016 (Planning Director)
Action: Continued to August 10, 2016, 4-0-1
2. CONTINUED PUBLIC HEARING:
- A. 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: Approval (Planning Director)
Action: Adopted Resolution 2016-46, 4-0-1, recommending that the City Council approve SP 91-02 Amendment 7. This action requires City Council action and is anticipated to be advertised for a public hearing on August 17, 2016.
3. BUSINESS ITEMS:
- A. 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: Approved 3-0-2-0 (Azevedo Recused, Jaffarian Absent). This action is final unless appealed to City Council.

Planning Commission Special Meeting Recap of Actions Taken

Page 2

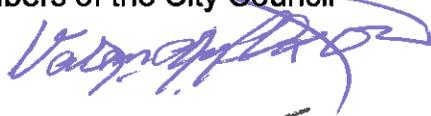
July 27, 2016

- B. Presentation of the Draft 2016 City of Norco Strategic Plan. Recommended Action: Recommend approval of the 2016 City of Norco Strategic Plan to the City Council (City Manager)
Action: Recommended approval, 4-0-1, to the City Council. This item requires action by the City Council and will be scheduled once all City Commissions have had a chance to review and make recommendations.
- C. Discussion item regarding the requirement for loading zones for all commercial buildings (City). Verbal Presentation. Recommended Action: Concur with recommendation that loading zones not be required on a case-by-case basis through approved conditions of approval; and prepare a zone code amendment to address the same issue for approval. (Planning Director)
Action: Approved, 4-0-1. A zone code amendment requires approval by the Planning Commission and City Council and will be scheduled for review in the next few months.

ADJOURNMENT: **10:00 p.m.**

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: August 3, 2016

SUBJECT: Acceptance of Bids and Award of Contract for the Hamner Avenue and Temescal Avenue Street Rehabilitation Projects

RECOMMENDATION: Accept bids submitted for the construction of new asphalt, ADA ramps and striping improvements located on Hamner Avenue (between Fourth & Sixth Street) and Temescal Avenue (between First & Second Street), award a contract to All American Asphalt, Inc. in the amount of \$558,280.00 and authorize the City Manager to approve contract change orders up to 10 percent of the total bid amount.

SUMMARY: Bids for the Hamner Avenue and Temescal Avenue Street Rehabilitation Projects were opened July 13, 2016 with All American Asphalt, Inc. of Corona, California being the lowest responsible bidder. Therefore, it is recommended that a contract be awarded to All American Asphalt, Inc. in the amount of \$558,280.

BACKGROUND/ANALYSIS: Plans and specifications for the Hamner Avenue and Temescal Avenue Street Rehabilitation Projects were advertised on June 17, 2016 with a bid opening date of July 13, 2016. The projects entail asphalt, ADA ramp and striping improvements on Hamner Avenue (between Fourth & Sixth Street) and Temescal Avenue (between First & Second Street). A total of five (5) bids were received with proposals ranging in value from \$558,280 to \$799,148. The Alternative Bid for the Asphalt Rubber Hot Mix (ARHM) is not included with the Award of Contract as the City has decided to only use conventional asphalt. The Bid summary sheet has been attached for Council's review.

FINANCIAL IMPACT: Funds for the Hamner Avenue and Temescal Avenue Streets Rehabilitation Projects have been budgeted in the Street Fund 149 and Measure A Fund 137.

Attachments: Bid Summary
Contract Agreement

City of Norco

Hamner Avenue and Temescal Avenue Street Rehabilitation

July 13, 2016 @ 12:00 P.M.

| Company Name / Address | BID |
|--|---------------|
| Vance Corporation 2271 N. Locust Ave. Rialto, CA 92377 | \$ 724,936.72 |
| All American Asphalt P.O. Box 2229 Corona, CA 92878-2229 | \$ 558,280.00 |
| Hardy & Harper, Inc. 1312 E. Warner Ave. Santa Ana, CA 92705 | \$ 636,000.00 |
| RJ Noble Company P.O. Box 620 Orange, CA 92856 | \$ 656,353.59 |
| Roadway Engineering 10247 Bellegrave Ave., Suite 122 Mira Loma, CA 91752 | \$ 799,148.85 |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |

CITY OF NORCO
HAMNER AVENUE AND TEMESCAL AVENUE STREET REHABILITATION PROJECT
AGREEMENT

1. Parties and Date.

This Agreement is made and entered into this **3rd day of August, 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 **All American Asphalt, Inc.**, a corporation with its principal place of business at 400 E. Sixth Street, Corona, CA 92878 (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 provisions of the Hamner Avenue and Temescal Avenue Street Rehabilitation Project on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in asphalt improvements for 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.

The City desires to engage the Contractor to render such services for the Hamner Avenue and Temescal Avenue Street Rehabilitation Project ("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 construct the improvements outlined by the Hamner Avenue and Temescal Avenue Street Rehabilitation Project. The Project is more particularly described in Exhibit A attached hereto and incorporated herein by reference. The Project 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. The terms of this Agreement shall begin at the Notice to Proceed and shall extend 21 working days. 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 Project shall be constructed by Contractor or under its supervision. Contractor will determine the means, methods and details of constructing the Project subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee.

Any additional personnel constructing the Project 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 the construction of the Project 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 construct the Project expeditiously, within the term of this Agreement, and in accordance with the Project timeframe set forth herein. Contractor represents that it has the professional and technical personnel required to construct the Project in conformance with such conditions. In order to facilitate Contractor's conformance with the Project timeframe, City shall respond to Contractor's Requests for Information in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Project timeframe.

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 Mark Luen – President, or his designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Project, 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 Project under this Agreement.

3.2.6 Coordination of Project. Contractor agrees to work closely with City staff in the construction of the Project 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 construct the Project 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 construct the Project. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to construct the Project. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to construct the Project, 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 construct the Project 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 work on the Project.

3.2.7.1 Period of Performance and Liquidated Damages. Contractor shall perform and complete the Project under this Agreement within the term set forth in Section 3.1.2 above ("Term"). Contractor shall construct the Project in strict accordance with any completion schedule or Project milestones described in Exhibit A attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Project is not completed within the aforementioned Term and/or pursuant to any such completion schedule or Project milestones 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 \$500.00 per working day:

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, 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 the Project. 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. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Project 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 constructing the Project, 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.

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 construction services 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.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed 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:

**All American Asphalt, Inc.
P.O. Box 2229
Corona, CA 92878
Attention: Mark Luen - President**

City:

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

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

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

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

3.5.5 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the construction of 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 work days (Monday through Friday, excluding holidays). 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 Link, City Clerk

APPROVED AS TO FORM:

John R. Harper, City Attorney

EXHIBIT A
Hamner Avenue and Temescal Avenue Street Rehabilitation Project

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals required for the above stated project as set forth in the Plans, Specifications and Contract Documents therefore, and to perform all work in the manner and time prescribed therein. The general items of work to be done consists of the rehabilitation of Hamner Avenue (between Fourth & Sixth Street) and Temescal Avenue (between First & Second Street) which entails grind & overlay, construction of ADA compliant curb ramp and striping.

The services shall be performed in accordance with the Standard Specifications for Public Works Construction (Green Book), latest edition, including all current supplements, addenda, and revisions thereof (hereinafter referred to as "Standard Specifications") incorporated herein by this reference. Any provisions which supplement or modify the Standard Specifications are attached hereto as Special Provisions and incorporated herein by this reference.

CITY OF NORCO
DEPARTMENT OF PUBLIC WORKS
HAMNER AVENUE & TEMESCAL AVENUE
STREET IMPROVEMENT



| SHEET INDEX | |
|--------------------|--|
| SHEET NO. | DESCRIPTION |
| 1 | TITLE SHEET |
| 2 | NOTES |
| 3 | TYPICAL SECTIONS |
| 4 | TYPICAL SECTIONS |
| 5 | HAMNER AVE - STREET IMPROVEMENT PLANS |
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| 7 | HAMNER AVE - STREET IMPROVEMENT PLANS |
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| 10 | HAMNER AVE - STRIPING IMPROVEMENT PLANS |
| 11 | TEMESCAL AVE - STREET AND STRIPING IMPROVEMENT PLANS |
| 12 | TEMESCAL AVE - STREET AND STRIPING IMPROVEMENT PLANS |



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|---|--|----------------|
|  RKA CONSULTING GROUP <small>3605 LINDSEY COURT DRIVE • SUITE R • WALNUT • CA • 91790 (909) 864-7222 • FAX (909) 864-6996 WWW.RKANORCO.COM</small> | CITY OF NORCO | |
| | HAMNER AVE & TEMESCAL AVE TITLE SHEET | |
| DATE: 5/11/2016 | SCALE: | DRAWN BY: MLEE |
| | | SHEET: 1 OF 12 |

GENERAL NOTES, STREET IMPROVEMENTS

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH CITY OF NORCO STANDARD DRAWINGS, STANDARD SPECIAL PROVISIONS, AND THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, WITH SUPPLEMENTS. ANY VARIATION FROM OR EXCEPTION TO THE STANDARDS OR FOLLOWING GENERAL NOTES MUST BE APPROVED BY THE CITY ENGINEER.
2. ALL EXISTING IMPROVEMENTS INCLUDING CURB AND GUTTER, SIDEWALKS, ASPHALT/CONCRETE OR P.C.C. PAVING, WHICH ARE BEING JOINED OR MATCHED SHALL BE DONE TO THE SATISFACTION OF THE CITY ENGINEER, INCLUDING NECESSARY SAWCUTTING, REMOVAL, REPLACEMENT AND CAPPING.
3. ANY EXISTING TRAVELWAYS IN WHICH AN EXCAVATION IS MADE IN CONJUNCTION WITH THIS PROJECT SHALL BE COVERED BY AN ENCROACHMENT PERMIT. THIS AREA SHALL BE PROPERLY POSTED AND LIGHTED IN CONFORMANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, WITH CALIFORNIA SUPPLEMENT, LATEST EDITION, FOR USE IN PERFORMANCE OF WORK UPON HIGHWAYS IN ORDER TO ELIMINATE ANY HAZARDS. STREET SHALL BE SURFACED WITH A MINIMUM OF 2" OF ASPHALT AT THE END OF EACH WORKING DAY.
4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND SHALL NOTIFY THE CITY FIELD INSPECTORS (951-270-5680) AT LEAST 48 HOURS PRIOR TO STARTING EACH PHASE OR CONSTRUCTION AND PRIOR TO REQUIRING INSPECTION.
5. ALL UTILITIES SHALL BE INSTALLED PRIOR TO PAVING OF THE STREETS. ALL TRENCHES SHALL BE FULLY COMPACTED TO THE SATISFACTION OF THE CITY ENGINEER. ALL MANHOLES AND VALVE BOX FRAMES SHALL BE ADJUSTED TO FINISHED GRADES AFTER COMPLETION OF CONSTRUCTION.
6. THE CONTRACTOR SHALL DETERMINE THE TRUE LOCATION OF ANY UNDERGROUND UTILITY PRIOR TO LAYING ANY LINES WHICH ARE TO CONNECT THE EXISTING SEWER, WATER, OR STORM DRAINS. THESE LINES SHALL BE EXPOSED AND JOIN ELEVATIONS VERIFIED. ANY CHANGES IN GRADE OR DEVIATION FROM THE PLANS MUST BE APPROVED BY THE CITY ENGINEER.
7. ADVERTISING SIGNS WILL NOT BE PERMITTED WITHIN THE STREET RIGHT-OF-WAY.
8. TREES SHALL BE PLANTED WITHIN THE STREET RIGHT-OF-WAY IN ACCORDANCE WITH THE CITY OF NORCO REQUIREMENTS.
9. STRUCTURAL SECTION OF PAVEMENT SHALL BE DETERMINED BY THE PRIVATE SOILS ENGINEER. THE PRIVATE SOILS ENGINEER SHALL FURNISH THE RESULTS OF R-VALUE TESTS AND STRUCTURAL SECTION CALCULATIONS TO THE CITY ENGINEER FOR APPROVAL.
10. COMPACTION TESTING SHALL BE PERFORMED BY THE SOILS ENGINEER TO THE SATISFACTION OF THE CITY ENGINEER. THE SUBGRADE SHALL BE COMPACTED TO 90% WITH THE TOP ONE FOOT BELOW THE ASPHALT PAVING COMPACTED TO 95%. IF THE AGGREGATE BASE IS THICKER THAN ONE FOOT, THE ENTIRE THICKNESS OF THE BASE MATERIAL SHALL BE COMPACTED TO 95%.
11. THE CURB AND GUTTER SHALL BE "ETCHED" SHOWING LATERAL LOCATIONS "S" FOR SEWER, "G" FOR GAS, "E" FOR ELECTRICAL AND "W" FOR WATER.
12. TRAFFIC CONTROL AND SAFETY DEVICES SHALL BE PLACED AND MAINTAINED PER THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, WITH CALIFORNIA SUPPLEMENT, LATEST EDITION, FOR USE IN PERFORMANCE OF WORK UPON HIGHWAYS AND TO THE SATISFACTION OF THE CITY ENGINEER.
13. NOTICE TO CONTRACTORS: THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. APPROVAL OF THESE PLANS BY THE CITY OF NORCO DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THE LOCATION OF EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITY PIPE OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT. THE CONTRACTOR IS REQUIRED TO TAKE ALL DUE PRECAUTIONARY MEANS TO PROTECT THE UTILITY LINES NOT OF RECORD OR NOT SHOWN OF THESE PLANS.
14. PRIOR TO THE CITY RELEASING THE BOND FOR THE PUBLIC IMPROVEMENTS, THE ENGINEER OF RECORD SHALL SUBMIT A COMPLETE SET OF "AS-BUILT" PLANS ON MYLAR TO THE CITY ENGINEER. THE "E" SHEETS FOR NECESSARY MONUMENTATION SHALL BE SUBMITTED TO THE CITY.
15. CARE SHOULD BE TAKEN TO PREVENT GRADED DITCHES AND SWALES FROM UNDERMINING STREET IMPROVEMENTS. UPON INSPECTION OF THE SITES, THE CITY ENGINEER MAY REQUIRE TEMPORARY GUNITE SWALES, ENTERING OR LEAVING IMPROVEMENTS.
16. APPROVAL OF THESE PLANS BY THE CITY OR ITS AGENTS DOES NOT RELIEVE THE ENGINEER AND THE APPLICANT FROM THE RESPONSIBILITY FOR THE CORRECTION OF ERRORS OR OMISSIONS DISCOVERED DURING CONSTRUCTION. UPON REQUEST, THE APPROPRIATE PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL.

**CITY OF NORCO
DEPARTMENT OF PUBLIC WORKS**

**HAMNER AVENUE & TEMESCAL AVENUE
STREET IMPROVEMENT**

***NOTE:**
HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

17. STATE LAW (SB 3019) REQUIRES THE CONTRACTOR TO CONTACT UNDERGROUND SERVICE ALERT AND OBTAIN AN IDENTIFICATION NUMBER PRIOR TO THE ISSUANCE OF THE CITY'S ENCROACHMENT PERMIT. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT TWO FULL WORKING DAYS (48 HOURS MINIMUM) IN ADVANCE OF ANY CONSTRUCTION ACTIVITIES, INCLUDING PAVEMENT REMOVAL, EXCAVATION AND A.C. OVERLAY, WHICH COULD AFFECT ANY UNDERGROUND UTILITY.
18. PRIOR TO ANY CONSTRUCTION WORK, THE CONTRACTOR SHALL OBTAIN A CITY BUSINESS LICENSE AND AN ENCROACHMENT PERMIT.
19. PRIOR TO TAKING ANY WATER FROM FIRE HYDRANT, THE CONTRACTOR SHALL MAKE ARRANGEMENTS TO OBTAIN A FIRE HYDRANT WATER METER.
20. ALL STREET TRENCHING, BACKFILLING AND PAVEMENT REPAIRS SHALL BE DONE IN ACCORDANCE WITH CITY STANDARD DRAWING NO. 155.
21. ALL IRRIGATION LINES TO BE REMOVED, RELOCATED OR RECONSTRUCTED AS SHOWN AND/OR AS DIRECTED BY THE PUBLIC WORKS INSPECTOR IN THE FIELD.
22. CONTRACTOR SHALL REMOVE AND/OR INSTALL PAVEMENT MARKINGS AND STRIPING. PLACEMENT AND SCHEDULING TO BE DETERMINED BY INSPECTOR IN THE FIELD.
23. THE CONTRACTOR SHALL NOT ORDER OR PLACE ANY PORTLAND CEMENT CONCRETE OR ASPHALT CONCRETE PAVING UNTIL THE FORMS AND SUBGRADE AND/OR AGGREGATE BASE HAVE BEEN INSPECTED AND APPROVED BY THE PUBLIC WORKS INSPECTOR IN THE FIELD.
24. STRICT ADHERENCE TO DUST CONTROL REQUIREMENTS SHALL BE ENFORCED, AND ALL DUST SHALL BE CONTROLLED BY WATERING, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
25. IF ANY EXISTING UTILITIES OR ANY OTHER FACILITIES CONFLICT WITH THE PROPOSED IMPROVEMENTS, WORK SHALL STOP AND THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
26. THE FINAL OR SURFACE LAYER OF ASPHALT CONCRETE SHALL NOT BE PLACED UNTIL ALL ON-SITE IMPROVEMENTS HAVE BEEN COMPLETED, INCLUDING ALL GRADING AND UNTIL ALL UNACCEPTABLE CONCRETE AND/OR ASPHALT WORK HAS BEEN REMOVED AND REPLACED, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
27. ALL PERMANENT TRAFFIC CONTROL SIGNS AND DEVICES SHALL BE LOCATED AS SPECIFIED IN THE FIELD BY THE CITY ENGINEER PRIOR TO FINAL APPROVAL OF IMPROVEMENTS.
28. REPAIR OR REPLACE ANY DAMAGED OR ALTERED EXISTING IMPROVEMENTS WITHIN PUBLIC RIGHT-OF-WAY AS DIRECTED BY THE ENGINEER IN THE FIELD.
29. ALL SURVEY MONUMENTS SHALL BE PROTECTED AND PERPETUATED IN PLACE. ANY DISTURBED OR COVERED MONUMENTS SHALL BE RESET BY A QUALIFIED REGISTERED CIVIL ENGINEER OR A LICENSED LAND SURVEYOR.
30. ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE THEMSELVES WITH THE WORK SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM THEIR OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.

STRIPING CONSTRUCTION NOTES

1. INSTALL THERMOPLASTIC 12" WIDE BASIC CROSSWALK LINE PER CALTRANS STD. PLAN NO. A24F. PLACEMENT PER CITY OF NORCO STD. DWG. NO. 840.
2. INSTALL THERMOPLASTIC 4" SOLID WHITE CONTINUOUS LEAD-IN.
3. INSTALL THERMOPLASTIC PAVEMENT MARKINGS (WORDS) PER CALTRANS STD. PLAN NO. A24D AND A24E.
4. INSTALL THERMOPLASTIC TYPE IV (LT OR RT) ARROW MARKING PER CALTRANS STD. PLAN NO. A24A.
5. INSTALL THERMOPLASTIC NO PASSING ZONES LANE PER CALTRANS STD. PLAN NO. A20A, DETAIL 21.
6. INSTALL THERMOPLASTIC 8" WHITE CHANNELIZING LINE PER CALTRANS STD. PLAN NO. A200, DETAIL 38A.
7. INSTALL THERMOPLASTIC 12" LIMIT LINE PER CALTRANS STD. PLAN NO. A24E.
8. INSTALL THERMOPLASTIC TYPE V ARROW PER CALTRANS STD. PLAN NO. A24A.
9. INSTALL BLUE RAISED PAVEMENT MARKER PER CALTRANS STD. PLAN NO. A20A, TYPE D. PLACEMENT PER FIGURE 5 OF NORCO STD. DWG NO. 448.
10. INSTALL THERMOPLASTIC 4" WHITE LANE LINES PER CALTRANS STD. PLAN NO. A20A, DETAIL 9.
11. INSTALL THERMOPLASTIC TWO-WAY LEFT TURN LANE PER CALTRANS STD. PLAN NO. A20B, DETAIL 31.
12. INSTALL THERMOPLASTIC 4" WHITE EDGE LINE PER CALTRANS STD. PLAN NO. A20B, DETAIL 27B.

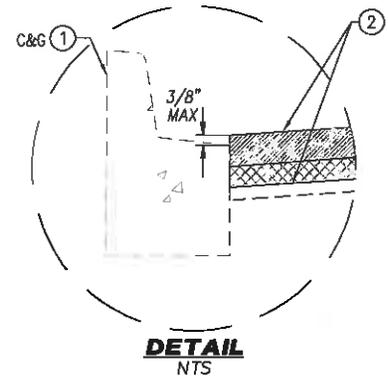
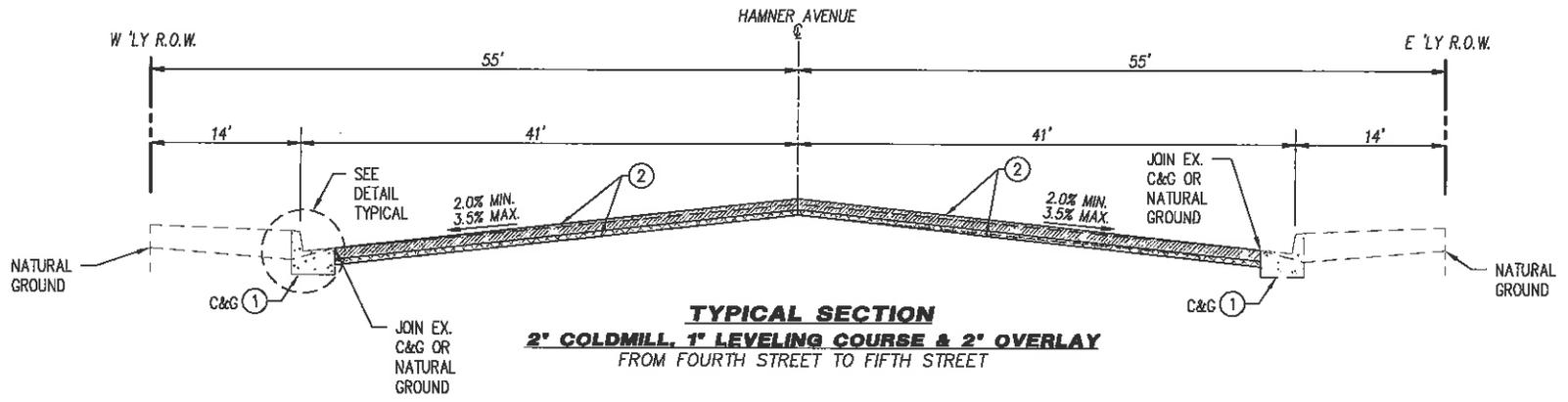
CONSTRUCTION NOTES

1. PROTECT-IN-PLACE.
2. 2" COLD MILL EXISTING AC PAVEMENT. CONSTRUCT 1" LEVELING COURSE AND CONSTRUCT 2" OVERLAY CAP OF ASPHALT. 288,927 SF
3. ADJUST MANHOLE TO FINISHED SURFACE PER CITY OF NORCO STD. DWG. 535. 10
4. ADJUST VALVE TO FINISHED SURFACE. 41
5. CONSTRUCT CURB RAMP PER SWPPC STD. PLAN 111-5, CASE A, TYPE PER PLAN. 4
6. 1 1/2" COLD MILL EXISTING AC PAVEMENT. CONSTRUCT 2" OVERLAY CAP OF ASPHALT. 75,265 SF
7. 1 1/2" COLD MILL EXISTING AC PAVEMENT. CONSTRUCT 1 1/2" OVERLAY CAP OF ASPHALT. 47,015 SF

**CITY OF NORCO
HAMNER AVE & TEMESCAL AVE
NOTES**



DATE: 6/1/2016 SCALE: DRAWN BY: JGARCIA SHEET: 2 OF 12



CONSTRUCTION NOTES

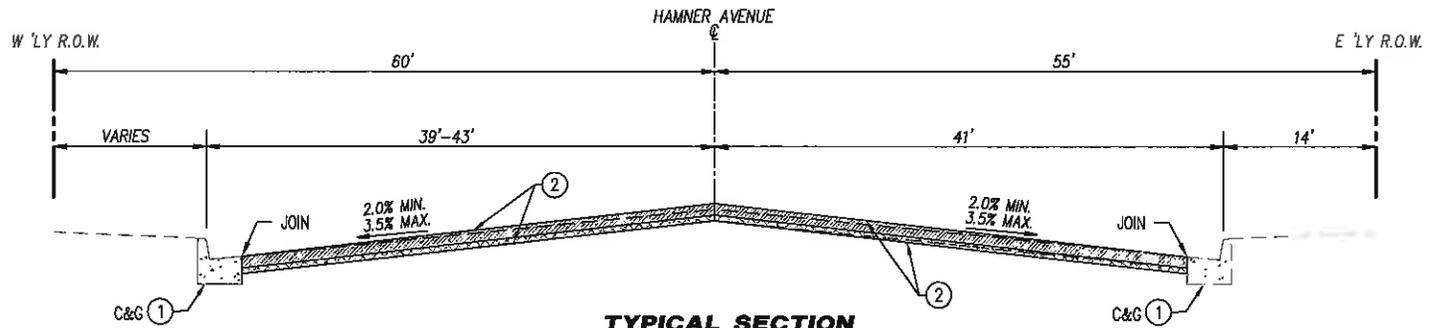
- ① PROTECT-IN-PLACE
- ② 2" COLD MILL EXISTING AC PAVEMENT, CONSTRUCT 1" LEVELING COURSE AND CONSTRUCT 2" OVERLAY CAP OF ASPHALT

LEGEND

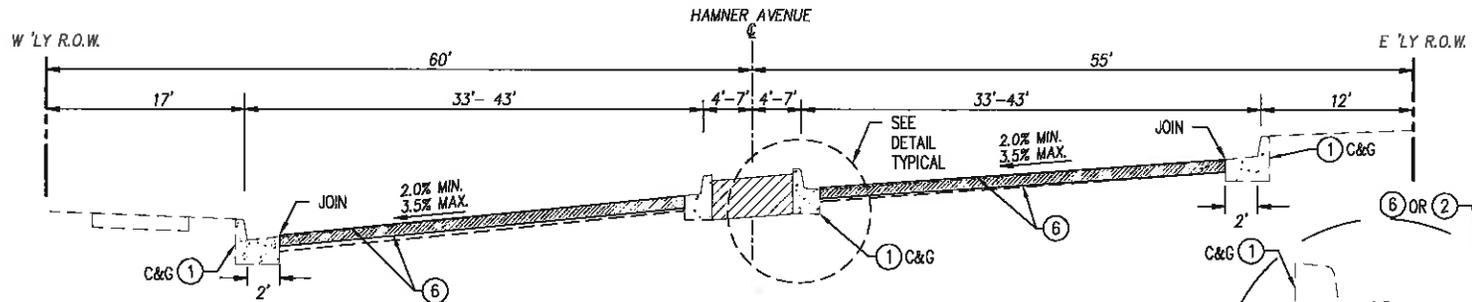
-  2" ASPHALT OVERLAY
-  1" LEVELING COURSE



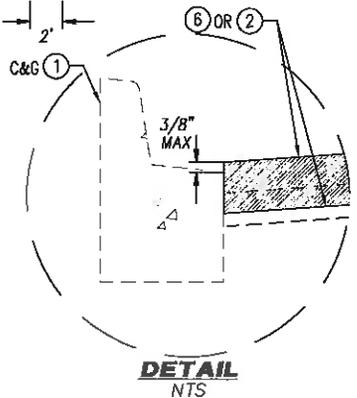
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| CITY OF NORCO | | | |
| HAMNER AVE | | | |
| TYPICAL SECTIONS | | | |
| DATE: 6/1/2016 | SCALE: N.T.S. | DRAWN BY: JGARCIA | SHEET: 3 OF 12 |



TYPICAL SECTION
2" COLDMILL, 1" LEVELING COURSE & 2" OVERLAY
 FROM FIFTH STREET TO CHAPPARRAL CENTER



TYPICAL SECTION
1 1/2" COLDMILL & 2" OVERLAY
 FROM CHAPPARRAL CENTER TO SIXTH STREET



CONSTRUCTION NOTES

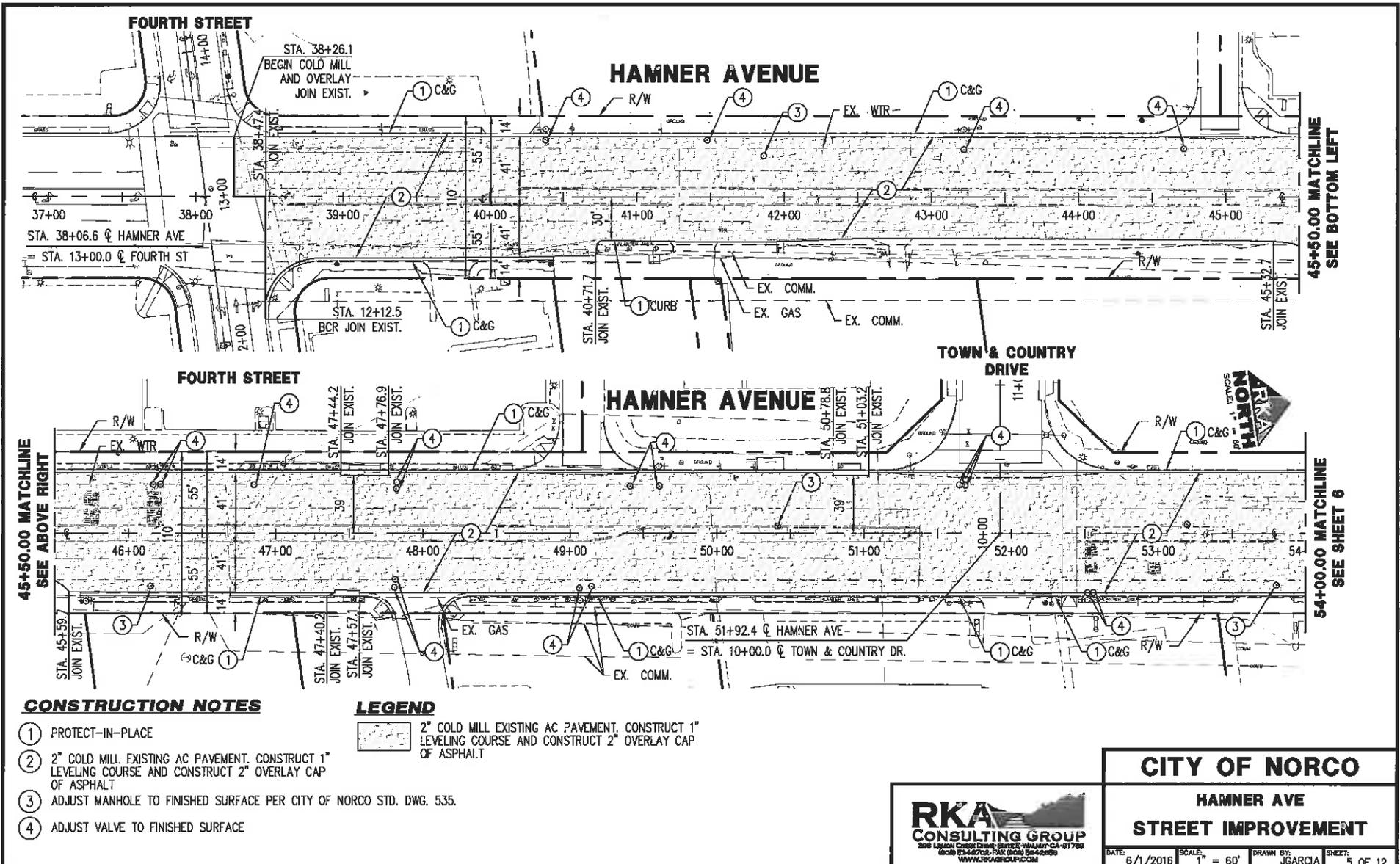
- ① PROTECT-IN-PLACE
- ② 2" COLD MILL EXISTING AC PAVEMENT. CONSTRUCT 1" LEVELING COURSE AND CONSTRUCT 2" OVERLAY CAP OF ASPHALT
- ⑥ 1 1/2" COLD MILL EXISTING AC PAVEMENT. CONSTRUCT 2" OVERLAY CAP OF ASPHALT

LEGEND

- 2" ASPHALT OVERLAY
- 1" LEVELING COURSE



| | | | |
|-------------------------|---------------|-------------------|----------------|
| CITY OF NORCO | | | |
| HAMNER AVE | | | |
| TYPICAL SECTIONS | | | |
| DATE: 6/1/2016 | SCALE: N.T.S. | DRAWN BY: JGARCIA | SHEET: 4 OF 12 |



CONSTRUCTION NOTES

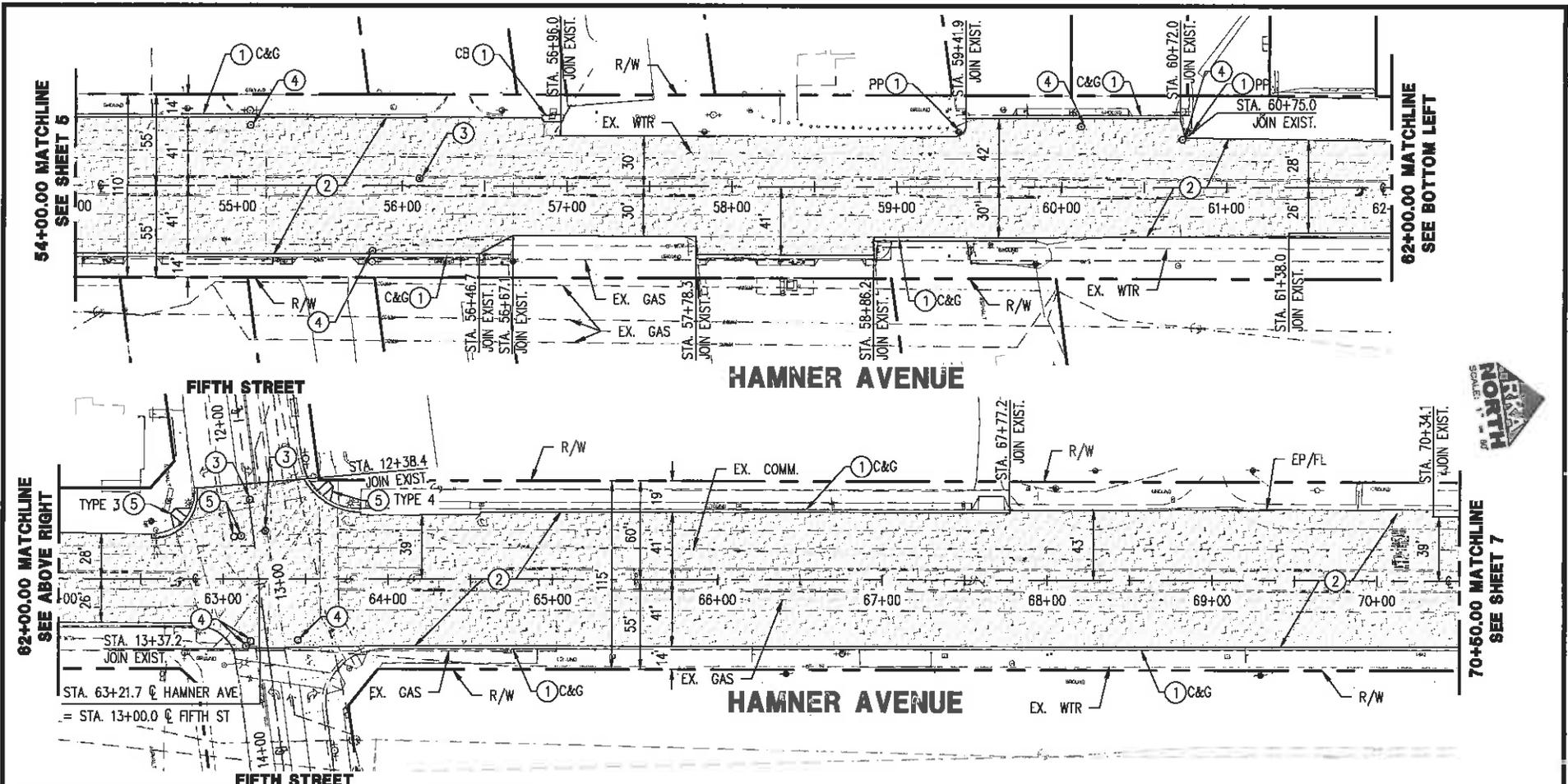
- ① PROTECT-IN-PLACE
- ② 2" COLD MILL EXISTING AC PAVEMENT, CONSTRUCT 1" LEVELING COURSE AND CONSTRUCT 2" OVERLAY CAP OF ASPHALT
- ③ ADJUST MANHOLE TO FINISHED SURFACE PER CITY OF NORCO STD. DWG. 535.
- ④ ADJUST VALVE TO FINISHED SURFACE

LEGEND

2" COLD MILL EXISTING AC PAVEMENT, CONSTRUCT 1" LEVELING COURSE AND CONSTRUCT 2" OVERLAY CAP OF ASPHALT



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| CITY OF NORCO | | | |
| HAMNER AVE | | | |
| STREET IMPROVEMENT | | | |
| DATE: | SCALE: | DRAWN BY: | SHEET: |
| 6/1/2016 | 1" = 60' | JGARCIA | 5 OF 12 |



54+00.00 MATCHLINE
SEE SHEET 6

62+00.00 MATCHLINE
SEE BOTTOM LEFT

62+00.00 MATCHLINE
SEE ABOVE RIGHT



70+60.00 MATCHLINE
SEE SHEET 7

CONSTRUCTION NOTES

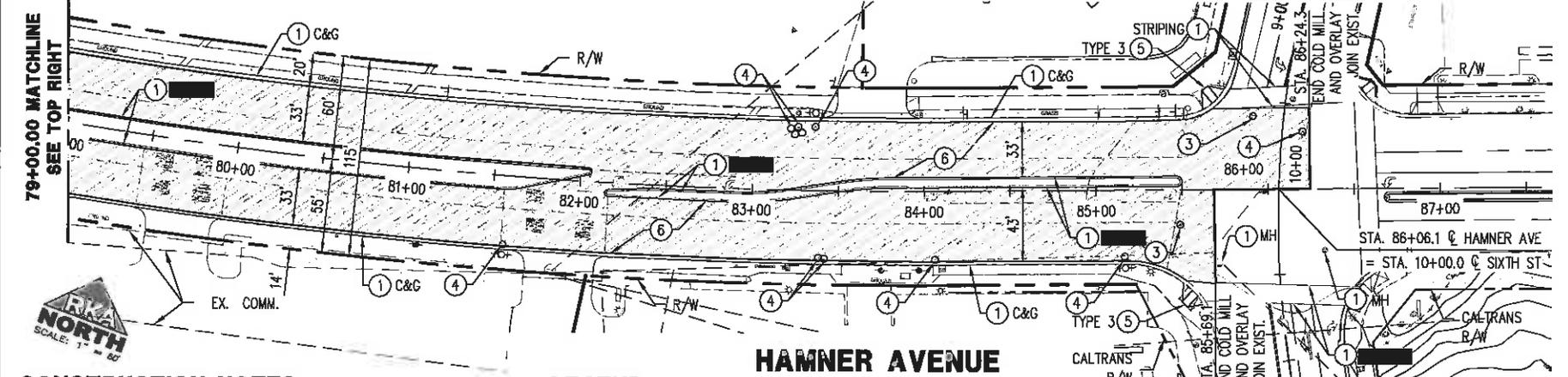
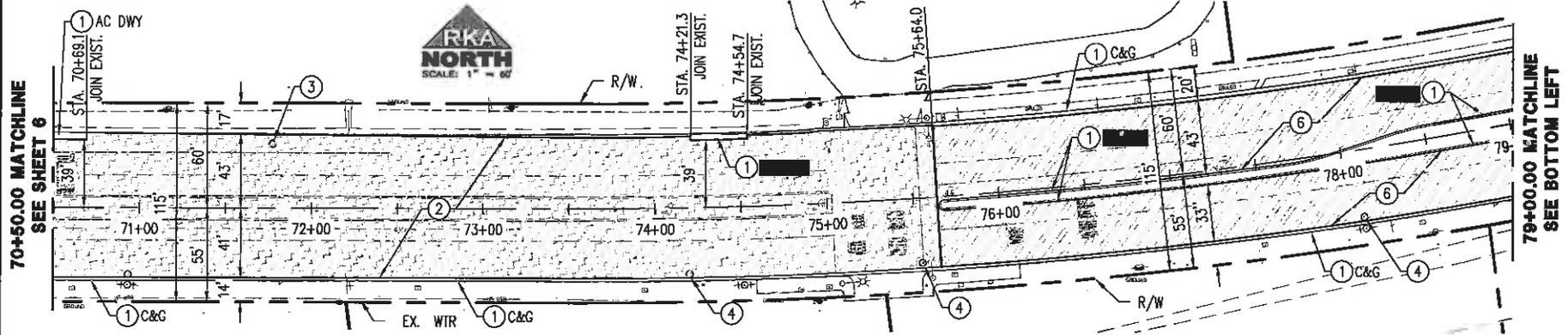
- ① PROTECT-IN-PLACE
- ② 2" COLD MILL EXISTING AC PAVEMENT. CONSTRUCT 1" LEVELING COURSE AND CONSTRUCT 2" OVERLAY CAP OF ASPHALT
- ③ ADJUST MANHOLE TO FINISHED SURFACE PER CITY OF NORCO STD. DWG. 535
- ④ ADJUST VALVE TO FINISHED SURFACE
- ⑤ CONSTRUCT CURB RAMP PER SWPPC STD. PLAN 111-5, CASE A, TYPE PER PLAN.

LEGEND

2" COLD MILL EXISTING AC PAVEMENT. CONSTRUCT 1" LEVELING COURSE AND CONSTRUCT 2" OVERLAY CAP OF ASPHALT



| | | | |
|---------------------------|----------|-----------|---------|
| CITY OF NORCO | | | |
| HAMNER AVE | | | |
| STREET IMPROVEMENT | | | |
| DATE: | SCALE: | DRAWN BY: | SHEET: |
| 6/1/2016 | 1" = 60' | JGARCIA | 6 OF 12 |



CONSTRUCTION NOTES

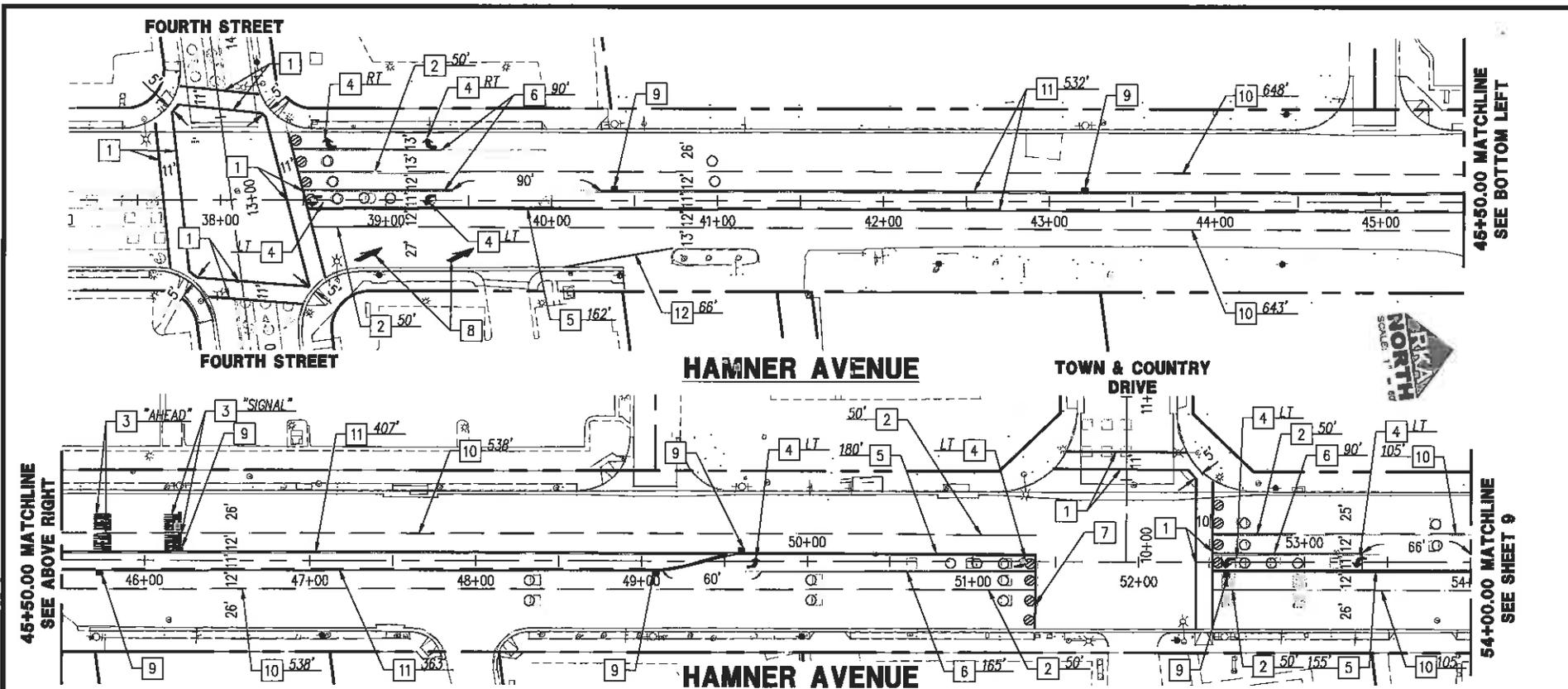
- ① PROTECT-IN-PLACE
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- ④ ADJUST VALVE TO FINISHED SURFACE
- ⑤ CONSTRUCT CURB RAMP PER SWPPC STD. PLAN 111-5, CASE A, TYPE PER PLAN.
- ⑥ 1 1/2" COLD MILL EXISTING AC PAVEMENT. CONSTRUCT 2" OVERLAY CAP OF ASPHALT

LEGEND

- 2" COLD MILL EXISTING AC PAVEMENT. CONSTRUCT 1" LEVELING COURSE AND CONSTRUCT 2" OVERLAY CAP OF ASPHALT
- 1 1/2" COLD MILL EXISTING AC PAVEMENT. CONSTRUCT 2" OVERLAY CAP OF ASPHALT



| | | | |
|---------------------------|----------|-----------|---------|
| CITY OF NORCO | | | |
| HAMNER AVE | | | |
| STREET IMPROVEMENT | | | |
| DATE: | SCALE: | DRAWN BY: | SHEET: |
| 6/1/2016 | 1" = 60' | JGARCIA | 7 OF 12 |



45+50.00 MATCHLINE
SEE ABOVE RIGHT

45+50.00 MATCHLINE
SEE BOTTOM LEFT

54+00.00 MATCHLINE
SEE SHEET 9

STRIPING NOTES

- 1 INSTALL THERMOPLASTIC 12" WIDE BASIC CROSSWALK LINE PER CALTRANS STD. PLAN NO. A24F. PLACEMENT PER CITY OF NORCO STD. DWG. NO. 840.
- 2 INSTALL THERMOPLASTIC 4" SOLID WHITE CONTINUOUS LEAD-IN.
- 3 INSTALL THERMOPLASTIC PAVEMENT MARKINGS (WORDS) PER CALTRANS STD. PLAN NO. A24D AND A24E.
- 4 INSTALL THERMOPLASTIC TYPE IV (LT OR RT) ARROW MARKING PER CALTRANS STD. PLAN NO. A24A.
- 5 INSTALL THERMOPLASTIC NO PASSING ZONES LANE PER CALTRANS STD. PLAN NO. A20A, DETAIL 21.
- 6 INSTALL THERMOPLASTIC 8" WHITE CHANNELIZING LINE PER CALTRANS STD. PLAN NO. A20D, DETAIL 38A.
- 7 INSTALL THERMOPLASTIC 12" LIMIT LINE PER CALTRANS STD. PLAN NO. A24E.
- 8 INSTALL THERMOPLASTIC TYPE VI ARROW PER CALTRANS STD. PLAN NO. A24A.
- 9 INSTALL BLUE RAISED PAVEMENT MARKER PER CALTRANS STD. PLAN NO. A20A, TYPE D. PLACEMENT PER FIGURE 5 OF NORCO STD. DWG NO. 446.
- 10 INSTALL THERMOPLASTIC 4" WHITE LANE LINES PER CALTRANS STD. PLAN NO. A20A, DETAIL 9.

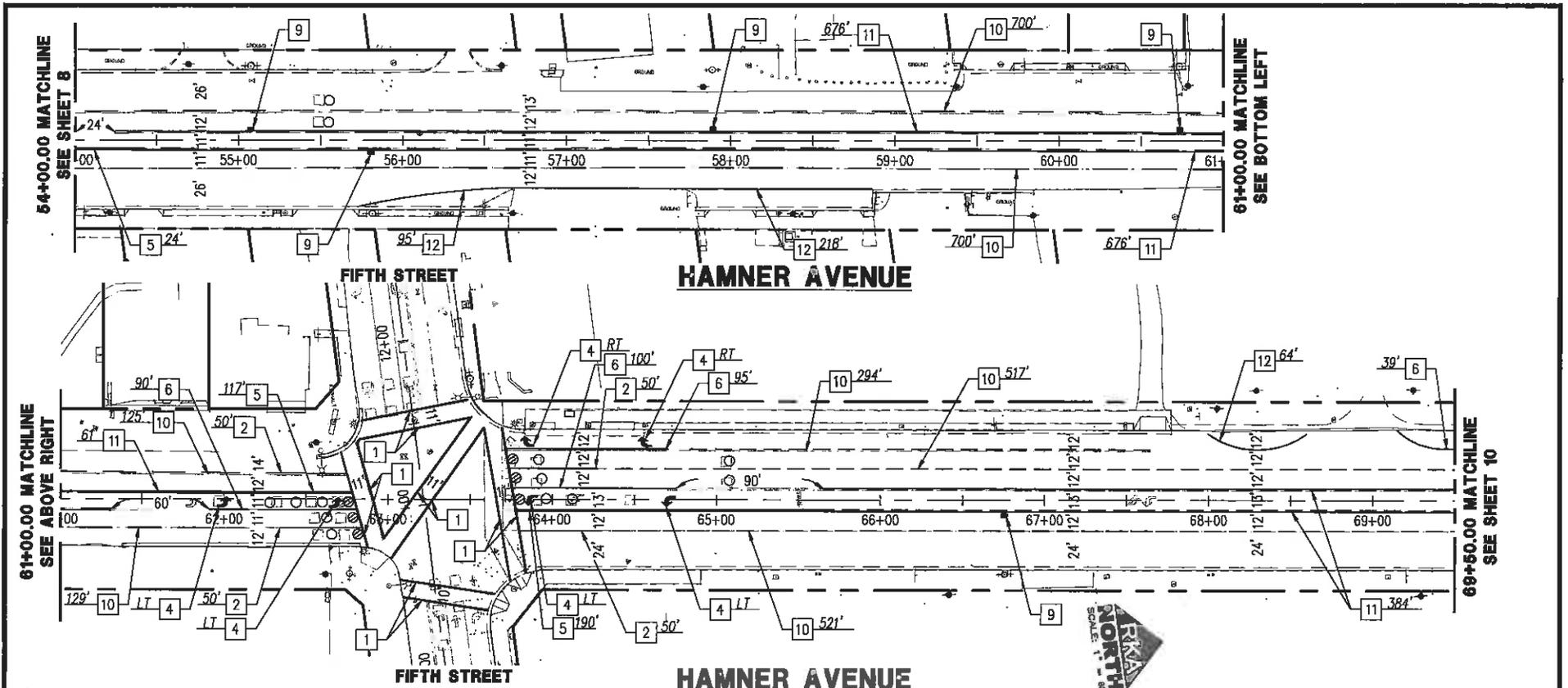
- 11 INSTALL THERMOPLASTIC TWO-WAY LEFT TURN LANE PER CALTRANS STD. PLAN NO. A20B, DETAIL 31.
- 12 INSTALL THERMOPLASTIC 4" WHITE EDGE LINE PER CALTRANS STD. PLAN NO. A20B, DETAIL 27B.

LEGEND

- ⊗ INSTALL NEW TYPE D TRAFFIC LOOP DETECTOR CONFIGURATION PER CALTRANS STD. PLAN ES-5B.
- INSTALL NEW TYPE E TRAFFIC LOOP DETECTOR CONFIGURATION PER CALTRANS STD. PLAN ES-5B.
- INSTALL NEW BLUE RAISED PAVEMENT MARKER PER CALTRANS STD. PLAN NO. A20A, TYPE D.



| | | | |
|------------------------------|-----------------|----------------|----------------|
| CITY OF NORCO | | | |
| HAMNER AVE | | | |
| STRIPING IMPROVEMENTS | | | |
| DATE: 5/11/2016 | SCALE: 1" = 60' | DRAWN BY: MLEE | SHEET: 8 OF 12 |



STRIPING NOTES

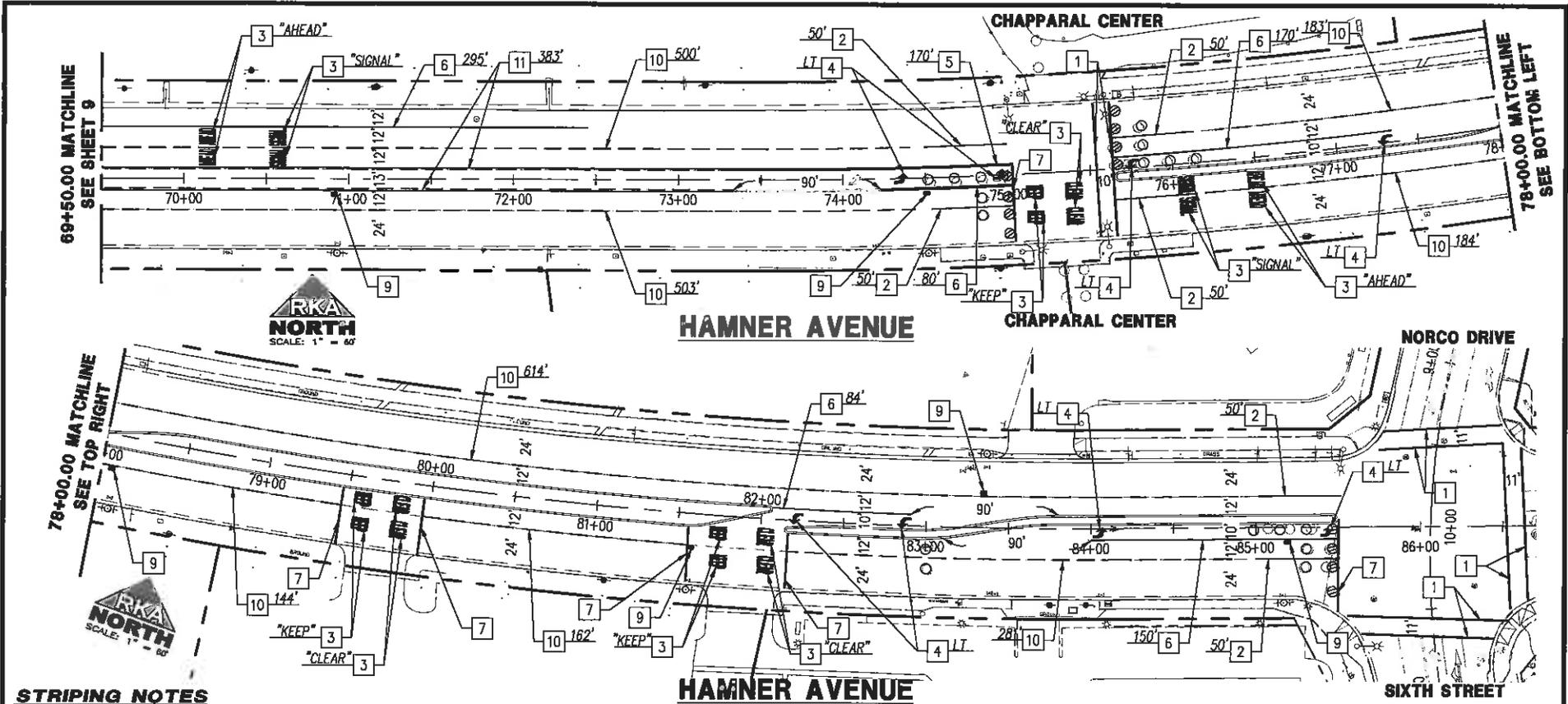
- 1 INSTALL THERMOPLASTIC 12" WIDE BASIC CROSSWALK LINE PER CALTRANS STD. PLAN NO. A24F. PLACEMENT PER CITY OF NORCO STD. DWG. NO. 840.
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- 12 INSTALL THERMOPLASTIC 4" WHITE EDGE LINE PER CALTRANS STD. PLAN NO. A20B, DETAIL 27B.

LEGEND

- ⊗ INSTALL NEW TYPE D TRAFFIC LOOP DETECTOR CONFIGURATION PER CALTRANS STD. PLAN ES-5B.
- INSTALL NEW TYPE E TRAFFIC LOOP DETECTOR CONFIGURATION PER CALTRANS STD. PLAN ES-5B.
- INSTALL NEW BLUE RAISED PAVEMENT MARKER PER CALTRANS STD. PLAN NO. A20A, TYPE D.



| | | | |
|------------------------------|--------------------|-------------------|-------------------|
| CITY OF NORCO | | | |
| HAMNER AVE | | | |
| STRIPING IMPROVEMENTS | | | |
| DATE: 5/11/2016 | SCALE: 1" = 60' | DRAWN BY: MLEE | SHEET: 9 OF 12 |



STRIPING NOTES

- 1 INSTALL THERMOPLASTIC 12" WIDE BASIC CROSSWALK LINE PER CALTRANS STD. PLAN NO. A24F. PLACEMENT PER CITY OF NORCO STD. DWG. NO. 840.
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- 7 INSTALL THERMOPLASTIC 12" LIMIT LINE PER CALTRANS STD. PLAN NO. A24E.
- 9 INSTALL BLUE RAISED PAVEMENT MARKER PER CALTRANS STD. PLAN NO. A20A, TYPE D. PLACEMENT PER FIGURE 5 OF NORCO STD. DWG. NO. 446.
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- 11 INSTALL THERMOPLASTIC TWO-WAY LEFT TURN LANE PER CALTRANS STD. PLAN NO. A20B, DETAIL 31.

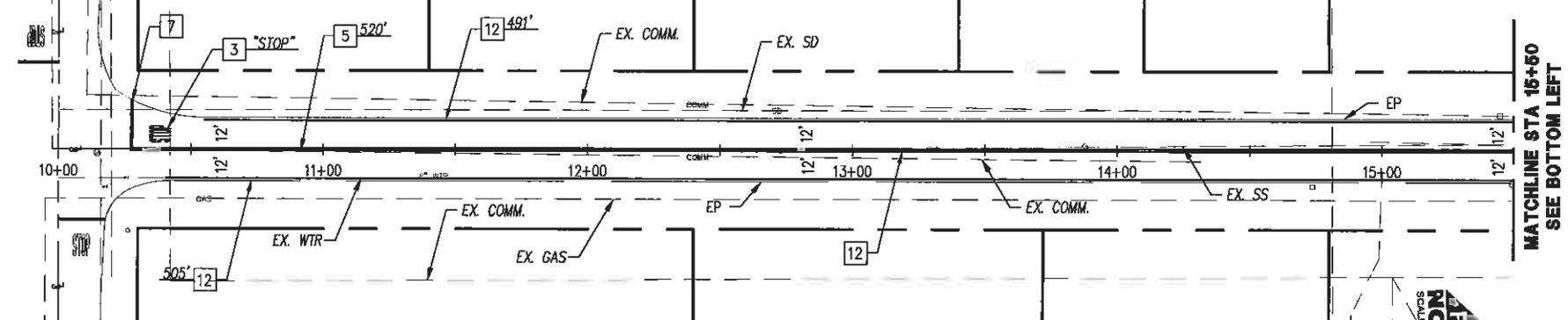
LEGEND

- ⊙ INSTALL NEW TYPE D TRAFFIC LOOP DETECTOR CONFIGURATION PER CALTRANS STD. PLAN ES-5B.
- INSTALL NEW TYPE E TRAFFIC LOOP DETECTOR CONFIGURATION PER CALTRANS STD. PLAN ES-5B.
- INSTALL NEW BLUE RAISED PAVEMENT MARKER PER CALTRANS STD. PLAN NO. A20A, TYPE D.



| | | | |
|------------------------------|-----------------|-----------------|-----------------|
| CITY OF NORCO | | | |
| HAMNER AVE | | | |
| STRIPING IMPROVEMENTS | | | |
| DATE: 5/11/2016 | SCALE: 1" = 60' | DRAWN BY: M.LEE | SHEET: 10 OF 12 |

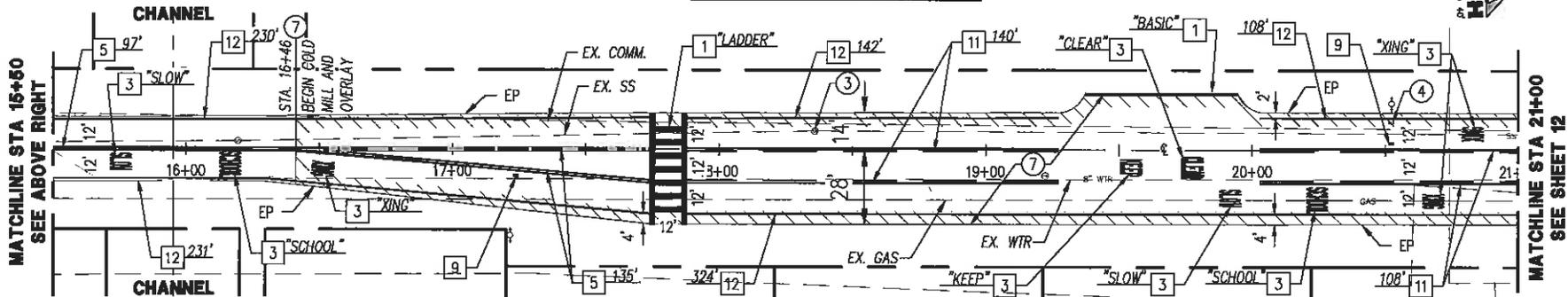
FIRST STREET



MATCHLINE STA 16+50
SEE BOTTOM LEFT

FIRST STREET

TEMESCAL AVENUE



MATCHLINE STA 16+50
SEE ABOVE RIGHT

MATCHLINE STA 21+00
SEE SHEET 12

TEMESCAL AVENUE

STRIPING NOTES

- 1 INSTALL THERMOPLASTIC 12" WIDE BASIC CROSSWALK LINE PER CALTRANS STD. PLAN NO. A24F. PLACEMENT PER CITY OF NORCO STD. DWG. NO. B40.
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- 7 INSTALL THERMOPLASTIC 12" LIMIT LINE PER CALTRANS STD. PLAN NO. A24E.
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- 11 INSTALL THERMOPLASTIC TWO-WAY LEFT TURN LANE PER CALTRANS STD. PLAN NO. A20B, DETAIL 31.
- 12 INSTALL THERMOPLASTIC EDGELINE PER CALTRANS STD. PLAN NO. A20B, DETAIL 27B.

CONSTRUCTION NOTES

- 3 ADJUST MANHOLE TO FINISHED SURFACE PER CITY OF NORCO STD. DWG. 535.
- 4 ADJUST VALVE TO FINISHED SURFACE
- 7 1 1/2" COLD MILL EXISTING AC PAVEMENT. CONSTRUCT 1 1/2" OVERLAY CAP OF ASPHALT

LEGEND

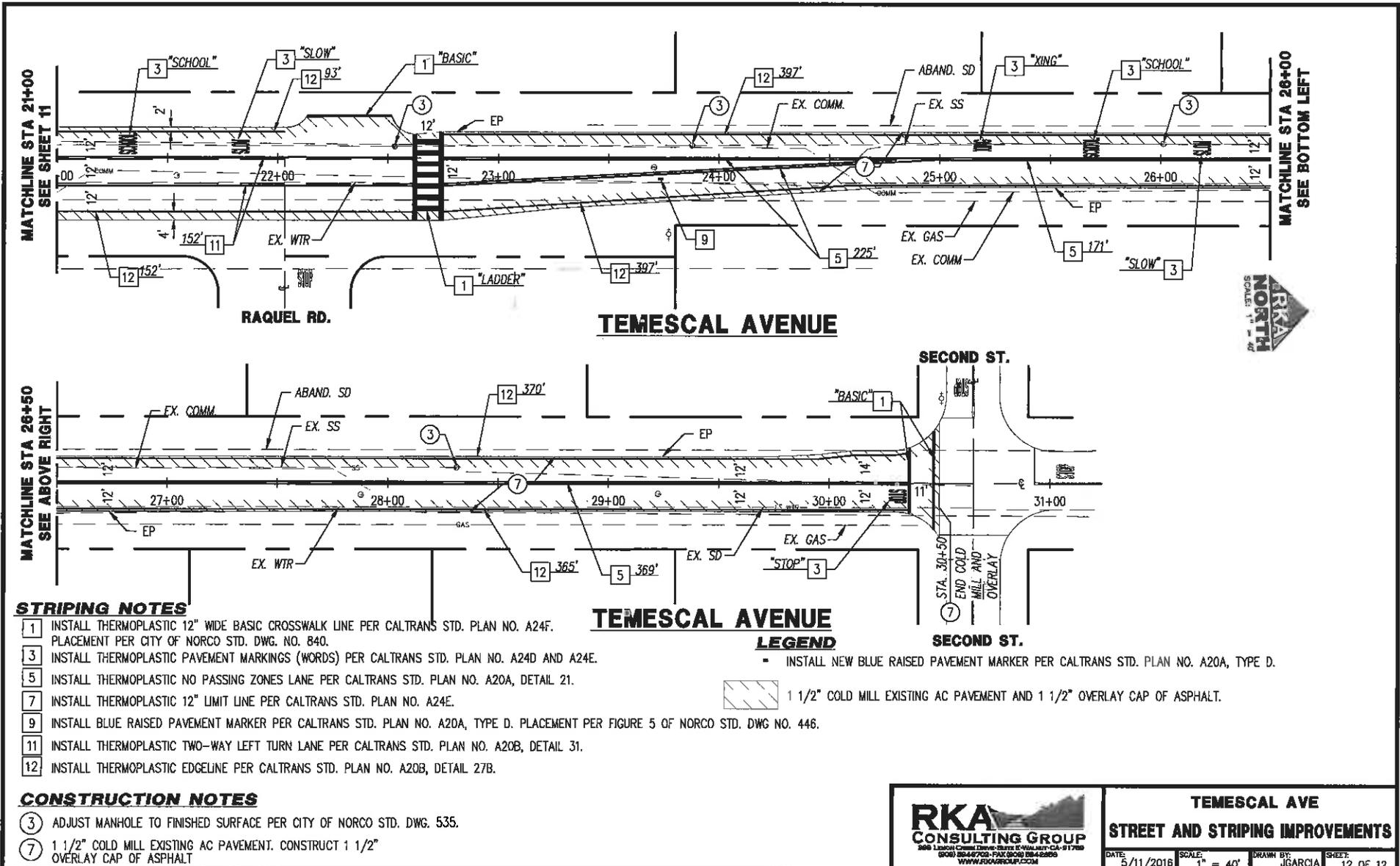
- INSTALL NEW BLUE RAISED PAVEMENT MARKER PER CALTRANS STD. PLAN NO. A20A, TYPE D.

1 1/2" COLD MILL EXISTING AC PAVEMENT AND 1 1/2" OVERLAY CAP OF ASPHALT.

RKA
CONSULTING GROUP
580 LINCOLN CENTER DRIVE SUITE 100 SAN ANTONIO, TX 78205
(512) 384-7100 FAX (512) 384-4800
WWW.RKACONSULTING.COM

TEMESCAL AVE
STREET AND STRIPING IMPROVEMENTS

DATE: 5/11/2018 SCALE: 1" = 40' DRAWN BY: JGARCIA SHEET: 11 of 12



STRIPING NOTES

- 1 INSTALL THERMOPLASTIC 12" WIDE BASIC CROSSWALK LINE PER CALTRANS STD. PLAN NO. A24F. PLACEMENT PER CITY OF NORCO STD. DWG. NO. 840.
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- 7 INSTALL THERMOPLASTIC 12" LIMIT LINE PER CALTRANS STD. PLAN NO. A24E.
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- 11 INSTALL THERMOPLASTIC TWO-WAY LEFT TURN LANE PER CALTRANS STD. PLAN NO. A20B, DETAIL 31.
- 12 INSTALL THERMOPLASTIC EDGE LINE PER CALTRANS STD. PLAN NO. A20B, DETAIL 27B.

CONSTRUCTION NOTES

- 3 ADJUST MANHOLE TO FINISHED SURFACE PER CITY OF NORCO STD. DWG. 535.
- 7 1 1/2" COLD MILL EXISTING AC PAVEMENT. CONSTRUCT 1 1/2" OVERLAY CAP OF ASPHALT

TEMESCAL AVENUE

LEGEND

- INSTALL NEW BLUE RAISED PAVEMENT MARKER PER CALTRANS STD. PLAN NO. A20A, TYPE D.

1 1/2" COLD MILL EXISTING AC PAVEMENT AND 1 1/2" OVERLAY CAP OF ASPHALT.

RKA
CONSULTING GROUP
200 LIBERTY CREEK DRIVE SUITE 100 WALNUT CREEK, CA 94706
(925) 934-7200 FAX (925) 934-2898
WWW.RKAGROUP.COM

TEMESCAL AVE
STREET AND STRIPING IMPROVEMENTS

DATE: 5/11/2016 SCALE: 1" = 40' DRAWN BY: JGARCIA SHEET: 12 OF 12

EXHIBIT B
Compensation for Proposed Scope of Work
(See Attachments)

BIDDER'S NAME: All American Asphalt
P.O. Box 2229 Corona, CA 92578

CITY OF NORCO

PROPOSAL

FOR

**HAMNER AVENUE & TEMESCAL AVENUE
STREET REHABILITATION PROJECT**

TO CITY OF NORCO, as AGENCY:

In accordance with AGENCY'S "Notice Inviting Sealed Bids," the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Specifications, Instructions to Bidders, and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a Contract with the AGENCY at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet. BIDDER understands that failure to enter into a Contract in the manner and time prescribed will result in forfeiture to AGENCY of the Bid Bond accompanying this proposal.

BIDDER understands that a bid is required for the entire work which the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing bids, and that final compensation under the Contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before commencing the performance of this Contract if awarded to it.

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares in the attached Non-Collusion Affidavit that the only persons or parties interested in this proposal as principals are those named therein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the Contract Documents.

DATED: July 5th, 2016

BIDDER: All American Asphalt

BY: 

TITLE: Michael Farkas, Secretary

BIDDER'S ADDRESS: 400 East Sixth Street

Corona, CA 92879

PHONE: (951) 736-7600

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name: All American Asphalt

Business Address: 400 East Sixth Street
Corona, CA 92879

Telephone: (951) 736-7600

State Contractor's License No. and Class: 267073, A, C-12

Original Date Issued: 1/19/71 Expiration Date: 1/31/18

DIR Registration No.: 100000/051

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

Mark Luen, President P.O. Box 2229 Corona, CA (951) 736-7600
Edward J. Carlson, Vice President P.O. Box 2229 Corona, CA (951) 736-7600
Michael Parkas, Secretary P.O. Box 2229 Corona, CA (951) 736-7600

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

N/A

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

N/A

CONTRACTOR'S LICENSING STATEMENT

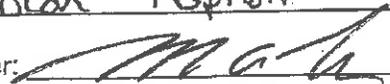
The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number: 267073

DIR Registration No.: 1000001051

Name of Individual Contractor (Print or Type):

All American Asphalt

Signature of Owner:  Mark Luer, President

Business: All American Asphalt

Address or Name of Firm: P.O. Box 2229 Corona, CA 92878

Business Address: 400 East Sixth Street Corona, CA 92879

Name: Mark Luer Title: President

Address: P.O. Box 2229 Corona, CA 92878

Name: Michael Parkas Title: Secretary

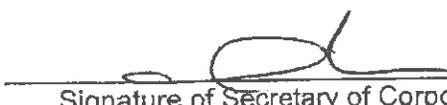
Address or Name of Corporation: All American Asphalt

Business Address: 400 East Sixth Street Corona, CA 92879

Corporation organized under the laws of the State of California



Signature of President of Corporation
Mark Luer, President



Signature of Secretary of Corporation
Michael Parkas, Secretary

SUBCONTRACTOR LIST

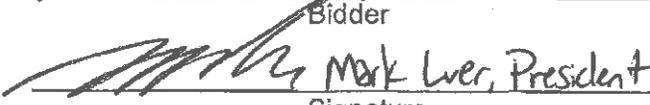
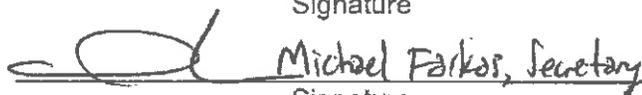
In compliance with the provisions of the Public Contract Code Section 4104, the undersigned bidder herewith sets forth the name, location of the place of business, and California contractor license of each Subcontractor who will perform work or labor or render service to the Prime Contractor specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid amount or, in the case of bids or offers for the construction of streets or highways, including bridges in excess of one-half of 1 percent (0.5%) of the Prime Contractor's total bid or ten thousand dollars (\$10,000), whichever is greater, and the portion of the work which will be done by each Subcontractor.

| Name Under Which Sub Contractor is Licensed | License Number | DIR Number | Address of Office | Specific Description of Sub Contract Work | % of Total Bid |
|---|-----------------|------------|-------------------|---|-----------------------|
| Superior Pavement | 776306 | | 5312 Cypress ST | | 2.7% 4.09% |
| | DIR# 1000001476 | | Cypress CA 90630 | | |
| SMITHSON Electric | 614518 | | 1938 Katella AVE | | 2.90% |
| | DIR# 1000001610 | | ORANGE CA 92867 | | |

If the bidder fails to specify a Subcontractor for any portion of the work, the bidder agrees to perform the work with his own crews. (Alternative Subcontractors for the same work are prohibited by provisions of the California Government Code.)

An inadvertent error in listing the California contractor license number provided pursuant to paragraph (1) shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

7/5/16
Dated

All American Asphalt
Bidder

Mark Luer, President
Signature

Michael Farkas, Secretary
Signature

REFERENCES

The following are the names, addresses, and phone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

Please See Attached

DESIGNATION OF SURETIES

The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

Broker Surety: Fidelity and Deposit Company of Maryland
777 S. Figueroa St # 3900 Los Angeles, CA 90017 (213) 270-0600
Agent: Millennium Corporate Solutions 5530 Trabuco Road
Irvine, CA 92620 (949) 857-4500
Insurance: Edgewood Partners Insurance Center
3633 Inland Empire Blvd, Suite 640 Ontario, CA 91764
(714) 937-4270

“2015”
PAST WORK REFERENCES

City of Hawthorne
4455 W. 162nd Street
Hawthorne, CA 90250
Contact: Heecheol Kwon, (310) 349-2980

Hawthorne Blvd Reconstruction
Contract Amount: \$12,579,000.00
Start: 4/2014
Completed: 5/2015

City of Inglewood
One Manchester Blvd, 3rd Floor
Inglewood, CA 90301
Contact: Hunter Nguyen, (310) 412-4252

Florence Ave
Contract Amount: \$2,639,000.00
Start: 4/2015
Completed: 10/2015

County of Ventura
800 S. Victoria Ave
Ventura, CA 93009
Contact: Jeewoong Kim, (805) 654-3987

Pavement Resurfacing, Phase II
Contract Amount: \$2,401,970.00
Start: 4/2015
Completed: 10/2015

City of Montclair
5111 Benito Street
Montclair, CA 91763
Contact: Steve Stanton, (909) 625-9444

Northeast Montclair Street Rehabilitation
Contract Amount: \$514,150.00
Start: 4/2015
Completed: 7/2015

Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Contact: Bill Seitz, (949) 300-9132

Route 74 Widening
Contract: \$1,970,004.00
Start: 4/2014
Completed: 7/2015

City of Riverside
3900 Main Street
Riverside, CA 92501
Contact: Steve Howard, (951) 826-5708

2014/15 Arterial Streets
Contract Amount: \$1,683,076.00
Start: 4/2015
Completed: 9/2015

Long Beach Unified School District
2201 E. Market Street
Long Beach, CA 92805
Contact: Nancy Chinchilla, (562) 997-7513

Garfield Elementary School Pavement
Contract Amount: \$1,976,508.00
Start: 6/2015
Completed: 11/2015

"2014"
PAST WORK REFERENCES

City of Fullerton
303 W. Commonwealth Ave
Fullerton, CA 92832
Contract: Kevin Kwak, (714) 738-6865

Yorba Linda Blvd Reconstruction
Contract Amount: \$1,346,000.00
Start: 7/2014
Completed: 11/2014

Port of Long Beach
4801 Airport Plaza Drive
Long Beach, CA 90815
Contact: Lincoln Lo, (562) 283-7000

2013 Roadway Maintenance and Slurry
Contract Amount: \$992,000.00
Start: 6/2014
Completed: 10/2014

City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Contact: Mark Cueno, (310) 285-2557

2012-2013 Street Resurfacing
Contract Amount: \$2,970,000
Start: 7/2013
Completed: 5/2014

City of Jurupa Valley
12363 Limonite Ave
Riverside, CA 92507
Contact: Michael Myers, (951) 332-6464

2012-13 Pavement Rehabilitation
Contract Amount: \$970,000
Start: 5/2013
Completed: 12/2013

City of Santa Ana
20 Civic Center
Santa Ana, CA 92701
Contact: Kurt Weimann, (714) 647-5639

Bristol Street Rehabilitation
Contract Amount: \$6,951,475
Start: 3/2013
Completed: 12/2014

CITY OF NORCO

BID BOND

FOR

HAMNER AVENUE & TEMESCAL AVENUE
STREET REHABILITATION PROJECT

KNOW ALL MEN BY THESE PRESENT that All American Asphalt
Company of Maryland, as BIDDER, and Fidelity and Deposit
Company of Maryland as
SURETY, are held and firmly bound unto THE CITY OF NORCO, as AGENCY, in the penal
sum of Ten Percent of Total Amount Bid dollars (\$
10% of Bid), which is 10 percent of the total amount bid by BIDDER to AGENCY for
the above stated project, for the payment of which sum, BIDDER and SURETY agree to be
bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to
submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is
accepted and a contract is awarded and entered into by BIDDER in the manner and time
specified, then this obligation shall be null and void, otherwise it shall remain in full force
and effect in favor of AGENCY.

WITNESS our hands this 29th day of June, 2016.

(seal)

All American Asphalt - Corporation
CONTRACTOR
(CORPORATION) - TYPE

By: [Signature]
President Mark Luer

By: [Signature]
Secretary/Treasurer Michael Farkas

NOTE: SIGNATURE OF CORPORATE OFFICIALS MUST BE NOTARIZED.

Subscribed and sworn to before me this ____ day of _____, _____.

Seal of Notary: _____
Notary Public

BID BOND (PAGE 2)

(seal)

SURETY'S NAME-TYPE: Fidelity and Deposit Company of Maryland - Corporation

Mailing Address: 777 S. Figueroa Street, Suite 3900

Los Angeles, CA 90017

By: Rebecca Haas-Bates
Name

Signature: Rebecca Haas-Bates

Title: Attorney-in-Fact

NOTE: SIGNATURE OF SURETY MUST BE NOTARIZED:

Subscribed and sworn to before me
this ____ day of _____, _____.

Seal of Notary: **Please See Attached**
Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

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

State of California

County of Riverside

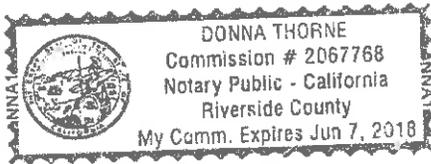
On 7/5/16 before me, Donna Thorne, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Mark Luer and Michael Farkas
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Donna Thorne
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Bid Bond

Document Date: 6/29/16 Number of Pages: Two (2)

Signer(s) Other Than Named Above: Fidelity and Deposit Company of Maryland

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mark Luer

- Individual
- Corporate Officer — Title(s): President
- Partner () Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:
All American Asphalt



Signer's Name: Michael Farkas

- Individual
- Corporate Officer — Title(s): Secretary
- Partner () Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:
All American Asphalt



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

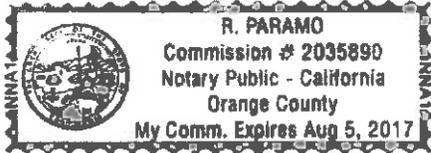
On 06/29/2016 before me, R. Paramo, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 06/29/2016
Number of Pages: Two(2) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 29th day of June, 2016.



Michael Bond, Vice President

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
) SS
COUNTY OF Riverside)

Michael Parkas, being first duly sworn deposes and
says that he is Secretary

(Sole Owner, Partner, President, etc.)

of All American Asphalt the party making the foregoing bid;
that such bid is not made in the interest of or behalf of any undisclosed person, partnership,
company, association, organization, or corporation, that such bid is genuine and not
collusive or sham, that said BIDDER has not directly or indirectly induced or solicited any
other bidder to put in a sham bid, or that anyone shall refrain from bidding, that said
BIDDER has not in any manner, directly or indirectly sought by agreements,
communication, or conference with anyone to fix the bid price of said BIDDER or of any
other bidder, or to fix the overhead, profit, or cost element of such bid price, or of that of
any other bidder, or to secure any advantage against the public body awarding the Contract
or anyone interested in the proposed Contract; that all statements contained in such bid are
true, and further, that said BIDDER has not, directly or indirectly submitted his bid price, or
any breakdown thereof, or the contents thereof, or divulged information or data relative
thereto, or paid and will not pay any fee in connection, organization, bid depository, or to
any member or persons as have a partnership or other financial interest with said BIDDER
in his general business.

Signed 
Michael Parkas, Secretary
Title

Subscribed and sworn to before me
this ___ day of _____, _____

Seal of Notary: See attached California Jurat
Notary Public

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

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 5th day of July, 2016.
Date Month

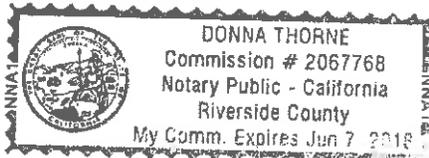
By (1) Michael Farkas
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me (.) (.)

(and

(2) _____
Name of Signer

~~Proved to me on the basis of satisfactory evidence be the person who appeared before me.)~~



Signature Donna Thorne
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Non-Collusion Affidavit

Document Date: no date No. of Pages: 1

Signer(s) Other Than Named Above: None



CITY OF NORCO
 PROPOSAL BID SHEET
 FOR
 HAMNER AVENUE & TEMESCAL AVENUE
 STREET REHABILITATION PROJECT

| ITEM | QUANTITY | UNIT | DESCRIPTION OF ITEMS WITH UNIT PRICE WRITTEN IN WORDS | UNIT PRICE IN FIGURES | TOTAL |
|------|----------|------|--|-----------------------------|-------------------|
| 1. | 1 | LS | Mobilization & NPDES/SWPPP Requirements at <u>nine thousand seven</u> <u>hundred fifty three</u> <u>fifty one cents</u> Per Lump Sum | <u>9753.51</u> \$ | \$ <u>9753.51</u> |

SITE 1 - HAMNER AVENUE BASE BID

| ITEM | QUANTITY | UNIT | DESCRIPTION OF ITEMS WITH UNIT PRICE WRITTEN IN WORDS | UNIT PRICE IN FIGURES | TOTAL |
|------|----------|------|--|-----------------------------|-------------------|
| 2. | 1 | LS | Traffic Control at <u>nine thousand</u> _____ Per Lump Sum | <u>\$9000</u> | \$ <u>9000.00</u> |
| 3. | 1 | LS | Unclassified Excavation and Removals at <u>one hundred</u> _____ Per Lump Sum | <u>\$100</u> | \$ <u>100.00</u> |
| 4. | 1,500 | SF | 12" Deep Digouts (4" Base AC, 8" CMB), leave low 2" at <u>Six dollars fifty cents</u> _____ Per Square Foot | <u>\$6.50</u> | \$ <u>9750.00</u> |

| ITEM | QUANTITY | UNIT | DESCRIPTION OF ITEMS WITH UNIT PRICE WRITTEN IN WORDS | UNIT PRICE IN FIGURES | TOTAL |
|------|----------|------|---|-----------------------------|---|
| 5. | 288,927 | SF | Cold Mill Existing AC Pavement 2" at <u>twelve cents</u> Per Square Foot | \$.12 | \$34,671.24 |
| 6. | 75,265 | SF | Cold Mill Existing AC Pavement 1½" at <u>twelve cents</u> Per Square Foot | \$.12 | \$9,031.80 |
| 7. | 1,820 | TONS | Construct 1" leveling course at <u>fifty six</u> Per Tons | 56.00 \$57.00 | 103,939.60 \$103,940.00 101,920.00 |
| 8. | 4,590 | TONS | Construct 2" Asphalt Overlay at <u>fifty four</u> Per Tons | 54.00 \$55.00 | 252,450.00 247,860.00 |
| 9. | 4 | EA | Construct ADA Compliant Curb Ramps at <u>five thousand five hundred</u> Per Each | \$5,500 | \$22,000.00 |
| 10. | 10 | EA | Adjust manhole frame and cover to finished surface at <u>Six hundred seventy five</u> Per Each | \$675 | \$6,750.00 |
| 11. | 81 | EA | Install Loop Detectors at <u>two hundred five</u> Per Each | \$205 | \$16,605.00 |

| ITEM | QUANTITY | UNIT | DESCRIPTION OF ITEMS WITH UNIT PRICE WRITTEN IN WORDS | UNIT PRICE IN FIGURES | TOTAL |
|------|----------|------|--|-----------------------------|---------------------|
| 12. | 1 | LS | Thermoplastic Striping, Markings, Legends and Raised Pavement Markers at <u>fourteen thousand</u> _____ Per Lump Sum | \$ <u>14,000 -</u> | \$ <u>14,000.00</u> |

SITE 2 - TEMESCAL AVENUE BASE BID

| ITEM | QUANTITY | UNIT | DESCRIPTION OF ITEMS WITH UNIT PRICE WRITTEN IN WORDS | UNIT PRICE IN FIGURES | TOTAL |
|------|----------|------|---|-----------------------------|---------------------|
| 13. | 1 | LS | Traffic Control at <u>five thousand</u> _____ Per Lump Sum | <u>5000 -</u> \$ | \$ <u>5000 -</u> |
| 14. | 1 | LS | Unclassified Excavation and Removals at <u>one hundred</u> _____ Per Lump Sum | \$ <u>100 -</u> | \$ <u>100 -</u> |
| 15. | 1,700 | SF | 8" Deep Digouts (4" Base AC, 4" CMB), leave low 2" at <u>Six dollars fifty cents</u> _____ Per Square Foot | \$ <u>6.50</u> | \$ <u>11,050.00</u> |
| 16. | 47,015 | SF | Cold Mill Existing AC Pavement 1½" at <u>twenty three cents</u> _____ Per Square Foot | \$ <u>.23</u> | \$ <u>10,813.45</u> |

| ITEM | QUANTITY | UNIT | DESCRIPTION OF ITEMS WITH UNIT PRICE WRITTEN IN WORDS | UNIT PRICE IN FIGURES | TOTAL |
|------|----------|------|--|--|--|
| 17. | 500 | TONS | Construct 2" Asphalt Overlay at <u>Seventy three</u> _____ Per Tons | 73.00 \$ 74.00 ^(M) | 36,500.00 \$ 37,000.00 ^(M) |
| 18. | 5 | EA | Adjust manhole frame and cover to finished surface at <u>Six hundred seventy five</u> _____ Per Each | \$ 675- | \$ 3,375. |
| 19. | 1 | LS | Thermoplastic Striping, Markings, Legends and Raised Pavement Markers at <u>ten thousand</u> _____ Per Lump Sum | \$ 10,000- | \$ 10,000.00 |

**HAMNER AVENUE & TEMESCAL AVENUE
STREET REHABILITATION PROJECT**

BASE BID TOTAL AMOUNT FOR SITES 1 & 2 - (HAMNER AVENUE & TEMESCAL AVENUE)

\$ ~~565,190.00~~ ^(M) 558,280.00

BASE BID TOTAL AMOUNT IN WORDS FOR SITES 1 & 2 - (HAMNER AVENUE & TEMESCAL AVENUE)

five hundred fifty five thousand two hundred ^(M) & eighty dollars and zero cents

**CITY OF NORCO
ALTERNATIVE PROPOSAL BID SHEET
FOR
HAMNER AVENUE & TEMESCAL AVENUE
STREET REHABILITATION PROJECT**

The following Additive Alternative Bid will not be considered in awarding this project, which is based upon the base bid only. At the City's discretion, the Additive Alternative Item may be awarded to the lowest responsible and qualified bidder as determined from the Total Base Bid as determined solely by the AGENCY.

Alternative 1 replaces conventional AC with ARHM on Hamner Avenue only.

Alternative 1 substitutes the conventional AC Overlay Cap described in the Base Bid items with Asphalt Rubber Hot Mix (ARHM). The sum of Bid Item A-1 and the credit of Bid Item 8 shall be the total bid price for Alternative 1.

ALTERNATIVE 1 FOR SITE 1 – HAMNER AVENUE

| ITEM | QUANTITY | UNIT | DESCRIPTION OF ITEMS WITH UNIT PRICE WRITTEN IN WORDS | UNIT PRICE IN FIGURES | TOTAL |
|------------------------------------|----------|------|---|-----------------------------|----------------------------|
| ADDITIVE | | | | | |
| A-1. | 4,590 | TONS | Construct 2" Overlay Cap of Asphalt Rubber Hot Mix (ARHM) at <u>Sixty Six</u> _____ | <u>\$66.00</u> | <u>\$ 302,940.00</u> |
| | | | _____ Per Tons | | |
| CREDIT (DELETE BID ITEM #8) | | | | | |
| 8. | 4,590 | TONS | Construct 2" Asphalt Overlay at <u>fifty</u> _____ | <u>(\$54.00)</u> | <u>247,860.00</u> (\$) |
| | | | _____ Per Tons | | |

ALTERNATIVE 1 TOTAL AMOUNT

\$ 55,086.00

ALTERNATIVE 1 TOTAL AMOUNT IN WORDS

fifty five thousand eighty dollars and zero cents

All American Asphalt

(951) 736-7600

Bidder's Name and Telephone Number

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

PROPOSAL

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this 5th day of July, 2016

BIDDER All American Asphalt, Corporation
[Signature] Mark Luer, President
[Signature] Edward J. Carlson, Vice President
[Signature] Michael Farkeas, Secretary

Subscribed and sworn to this ___ day of _____.

NOTARY PUBLIC

By Use attached California jurat
Title _____

AGENCY acknowledges that this proposal was received and opened at the time and in the place specified, and that it was accompanied by the required guarantee in the amount of 10 percent of the total bid.

By [Signature]
Title Michael Farkeas, Secretary

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

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 5th day of July, 2016,
Date Month

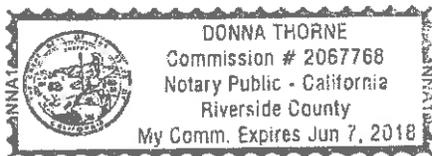
By (1) Mark Luer
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me (.) (.)

(and

(2) Edward J. Carlson
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me.)



Signature Donna Thorne
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Proposal

Document Date: 7/5/16 Number of Pages: 16

Signer(s) Other Than Named Above: Michael Farkas

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 5th day of July, 2016.
Date Month

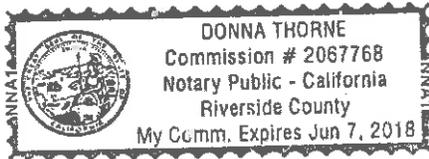
By (1) Michael Farkas
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me (.) (.)

(and

(2) _____
Name of Signer

~~Proved to me on the basis of satisfactory evidence be the person who appeared before me.)~~



Signature Donna Thorne
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Title or Type of Document: Proposal

Document Date: 7/5/16 No. of Pages: 16

Signer(s) Other Than Named Above: Mark Luer, Edward J. Carlson

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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: August 3, 2016

SUBJECT: Acceptance of the Third Street Improvement Project

RECOMMENDATION: Accept the Third Street Improvement Project as complete and direct the City Clerk to file the Notice of Completion with the County of Riverside.

SUMMARY: The Third Street Improvement Project consisted of the reconstruction of Third Street from Valley View Avenue to Corona Avenue including new storm drain catch basins and pipe. These improvements have been completed to the satisfaction of the City Engineer and a Notice of Completion has been prepared for recordation.

BACKGROUND/ANALYSIS: On April 1, 2015 Council awarded a contract to Lee & Stires, Inc. of Ontario, California in the amount of \$1,126,341.75 for the construction of the Third Street Improvement Project. The final contract amount paid to Lee & Stires, Inc. was \$1,215,897.03, which included \$89,555.28 (8% of the authorized 10% contingency) in contract change orders.

Lee & Stires, Inc. completed all the work required within the work days provided to the satisfaction of the City Engineer and a Notice of Completion has been prepared. Staff is recommending that the City Council accept the work performed by Lee & Stires, Inc. as complete and authorize the City Clerk to record the Notice of Completion with the County Records Office.

FINANCIAL IMPACT: None.

Attachments: Notice of Completion

RECORDING REQUESTED BY:
CITY OF NORCO
WHEN RECORDED MAIL TO:
2870 CLARK AVENUE
NORCO, CA 92860
ATTN: CITY CLERK

THIS DOCUMENT IS FILED AT THE REQUEST
OF THE CITY OF NORCO PURSUANT TO
SECTION 6103 OF THE GOVERNMENT
CODE. NO FEE IS CHARGED THEREFORE.

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN BY THE CITY OF NORCO, A MUNICIPAL CORPORATION, STATE OF CALIFORNIA THAT THE WORK DESCRIBED AS **THIRD STREET IMPROVEMENT PROJECT** IN THE CITY OF NORCO IN ACCORDANCE WITH THE TERMS AND WRITTEN CONTRACT DATED BETWEEN THE CITY OF NORCO AND **LEE & STIRES, INC.** WAS COMPLETED AND ACCEPTED BY THE CITY OF NORCO ON THE **3RD DAY OF AUGUST, 2016.**

THAT THE CITY OF NORCO, A PUBLIC BODY, CORPORATE AND POLITIC, WHOSE ADDRESS IS 2870 CLARK AVENUE, NORCO, CALIFORNIA, 92860 IS THE OWNER OF SAID IMPROVEMENT WORK; AND THAT SAID WORK WAS PERFORMED BEGINNING **APRIL 1, 2015** IN THE CITY OF NORCO. THE NATURE OF INTEREST IS VENDEE UNDER CONTRACT.

THAT SAID WORK OF IMPROVEMENT WAS SO PERFORMED BY **LEE & STIRES, INC.** IN ACCORDANCE WITH SAID WRITTEN AGREEMENT DATED **APRIL 1, 2015** AND THE DRAWINGS AND SPECIFICATIONS WHICH WERE A PART OF SAID CONTRACT.

THAT THE CORPORATE SURETY ON THE CONTRACTOR'S BOND, FAITHFUL PERFORMANCE AND LABOR AND MATERIALS BOND IS **FIDELITY AND DEPOSIT COMPANY OF MARYLAND.** THIS NOTICE OF COMPLETION IS GIVEN BY THE CITY OF NORCO PURSUANT TO THE APPROPRIATE PROVISIONS OF TITLE XV, PART IV, DIVISION 1 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, AND UPON ORDER OF THE CITY OF NORCO.

August 3, 2016

DATED:

CITY OF NORCO
A MUNICIPAL CORPORATION

BY: _____

CHERYL L. LINK, CMC
CITY CLERK

VERIFICATION FOR NON-INDIVIDUAL OWNER:

I, THE UNDERSIGNED, DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT I AM THE CITY CLERK OF THE CITY OF NORCO; THAT I HAVE SIGNED THE SAID NOTICE, THAT I KNOW AND UNDERSTAND THE CONTENTS THEREOF, AND THAT THE FACTS STATED THEREIN ARE TRUE AND CORRECT.

08/03/16

DATE

CHERYL L. LINK, CMC
CITY CLERK
CITY OF NORCO

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: August 3, 2016

SUBJECT: Acceptance of Bluff Street & Western Avenue Water Improvement Project

RECOMMENDATION: Accept the Bluff Street & Western Avenue Water Improvement Project as complete and direct the City Clerk to file the Notice of Completion with the County of Riverside.

SUMMARY: The Bluff Street and Western Avenue Water Improvement Project consisted of the installation of approximately 4,300 linear feet of 12" and 16" Cement Mortar Lined and Coated (CML&C) waterline including new water services and fire hydrants. These improvements have been completed to the satisfaction of the City Engineer and a Notice of Completion has been prepared for recordation.

BACKGROUND/ANALYSIS: On September 16, 2015 Council awarded a contract to CP Construction, Inc. of Ontario, California in the amount of \$1,281,617 for the construction of the Bluff Street and Western Avenue Water Improvement Project. The final contract amount paid to CP Construction, Inc. was \$1,265,938 which is \$15,679 less than the contract award amount. The reduction of the overall contract amount paid was generated by field changes to the pipe alignment and preservation of existing concrete improvements (i.e. curb, cross gutter) that were to be removed and replaced per the approved plans.

CP Construction Inc. completed all the work required within the work days provided to the satisfaction of the City Engineer and a Notice of Completion has been prepared. Staff is recommending that the City Council accept the work performed by CP Construction, Inc. as complete and authorize the City Clerk to record the Notice of Completion with the County Records Office.

FINANCIAL IMPACT: None.

Attachments: Notice of Completion

RECORDING REQUESTED BY:
CITY OF NORCO
WHEN RECORDED MAIL TO:
2870 CLARK AVENUE
NORCO, CA 92860
ATTN: CITY CLERK

THIS DOCUMENT IS FILED AT THE REQUEST
OF THE CITY OF NORCO PURSUANT TO
SECTION 6103 OF THE GOVERNMENT
CODE. NO FEE IS CHARGED THEREFORE.

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN BY THE CITY OF NORCO, A MUNICIPAL CORPORATION, STATE OF CALIFORNIA THAT THE WORK DESCRIBED AS **BLUFF STREET AND WESTERN AVENUE WATER IMPROVEMENT PROJECT** IN THE CITY OF NORCO IN ACCORDANCE WITH THE TERMS AND WRITTEN CONTRACT DATED BETWEEN THE CITY OF NORCO AND **CP CONSTRUCTION, INC.** WAS COMPLETED AND ACCEPTED BY THE CITY OF NORCO ON THE **3RD** DAY OF **AUGUST, 2016**.

THAT THE CITY OF NORCO, A PUBLIC BODY, CORPORATE AND POLITIC, WHOSE ADDRESS IS 2870 CLARK AVENUE, NORCO, CALIFORNIA, 92860 IS THE OWNER OF SAID IMPROVEMENT WORK; AND THAT SAID WORK WAS PERFORMED BEGINNING **SEPTEMBER 16, 2015** IN THE CITY OF NORCO. THE NATURE OF INTEREST IS VENDEE UNDER CONTRACT.

THAT SAID WORK OF IMPROVEMENT WAS SO PERFORMED BY **CP CONSTRUCTION, INC.** IN ACCORDANCE WITH SAID WRITTEN AGREEMENT DATED **SEPTEMBER 16, 2015** AND THE DRAWINGS AND SPECIFICATIONS WHICH WERE A PART OF SAID CONTRACT.

THAT THE CORPORATE SURETY ON THE CONTRACTOR'S BOND, FAITHFUL PERFORMANCE AND LABOR AND MATERIALS BOND IS **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**. THIS NOTICE OF COMPLETION IS GIVEN BY THE CITY OF NORCO PURSUANT TO THE APPROPRIATE PROVISIONS OF TITLE XV, PART IV, DIVISION 1 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, AND UPON ORDER OF THE CITY OF NORCO.

August 3, 2016

DATED:

CITY OF NORCO
A MUNICIPAL CORPORATION

BY: _____

CHERYL L. LINK, CMC
CITY CLERK

VERIFICATION FOR NON-INDIVIDUAL OWNER:

I, THE UNDERSIGNED, DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT I AM THE CITY CLERK OF THE CITY OF NORCO; THAT I HAVE SIGNED THE SAID NOTICE, THAT I KNOW AND UNDERSTAND THE CONTENTS THEREOF, AND THAT THE FACTS STATED THEREIN ARE TRUE AND CORRECT.

08/03/16

DATE

CHERYL L. LINK, CMC
CITY CLERK
CITY OF NORCO

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Olivia Hoyt, Accounting Manager 

DATE: August 3, 2016

SUBJECT: Reclassification of Trust Account Deposits to Fund Streets, Trails, Sewer Capital and General Fund Operations

RECOMMENDATION: Reclassify trust account deposits to fund streets, trails, sewer capital and General Fund operations.

SUMMARY: The City has accumulated deposits that have been held in a Trust Fund since the 1970s. During the audit for the Fiscal Year ended June 30, 2015, the City's external auditors, White Nelson Diehl Evans, recommended that the City only use the Trust Fund to account for arrangements where the City is acting clearly in a trustee capacity. City staff has reviewed all the deposits and gathered background information if available to make a determination as to the nature of these deposits. Based on the review of information available, staff has identified a total of \$641,759.31 in trust account balances that can be reclassified as revenues to the appropriate Funds.

BACKGROUND/ANALYSIS: As part of the permit issuance process, the Building and Safety Division and Public Works Department collect deposits to guarantee that public improvements are done or collect cash in lieu of a public improvement. Public improvements include streets, curbs and gutters, trails and traffic signals. The Parks and Recreation Department collects deposits to guarantee that there is no damage on a facility being rented. Donations are received from the public and the use of the donation may be earmarked to be used for a specific purpose. Staff has been depositing these types of receipts in a Trust Fund. The City's external auditors, White Nelson Diehl Evans recommended as part of their audit for the Fiscal Year ended June 30, 2015 that the City only have on deposit in the Trust Fund amounts that the City is holding in trust for third parties (individuals, businesses or other agencies) which cannot be used to fund City operations. Staff has identified a total of \$641,759.31 in trust account balances collected since the 1970s that do not meet the criteria to be accounted in a Trust Fund. This amount can be transferred to the appropriate Funds as revenue. This proposed treatment was reviewed with our external auditors who agrees with it. It should be noted that because some of these items are very old without adequate information to properly identify their purpose or status, there is a possibility that someone could show up at a later date with a request for refund.

Exhibit A provides a summary of the deposits totaling \$641,759.31. Included in the list are monumentation deposits totaling \$25,088.06; donations for City programs in the amount of

\$7,000; and damage deposits totaling \$49,999.97. Monumentation deposits were collected by Engineering to guarantee that monumentation for subdivisions are installed and completed. The monumentation deposits being released to the General Fund were collected in the 1970s and 1990s and as late as 2001. Damage deposits are collected by the Parks and Recreation Department when a facility is rented and refunded when it is found there is no damage after the use of the rental. Staff has reviewed all known outstanding damage deposits that remain to be reimbursed and found that \$49,999.97 are for closed out rentals where no refunds are due.

Microfilming deposits totaling \$54,538.31 were collected by the Building and Safety Division with each building permit issued. The intention for these monies is to pay for costs of microfilming building and fire plans. These monies are City monies and cannot be held in a trust account and are available to the General Fund.

The City received \$9,900 from Get A Grip Foundation in 2008 to set up a modular at the Hidden Valley Golf Course to provide an outreach program providing golf education or life skills training to incarcerated youth from detention and probation facilities. The deposit was collected to ensure that the structure would be removed once youth programs ceased to operate. The Get a Grip Foundation is no longer using the modular to provide their services at the golf course.

Included in the trust fund is \$6,282.44 collected as a deposit from property owners back in the late 1980s and early 1990s equal to the cost to abandon septic tank and connect to the sewer system when it became available. The owner agreed to connect to the sewer system within 90 days after sewer connection becomes available. The property addresses are currently reflected in the City's accounting system as being connected to sewer and thus the amount is being released to the Sewer Connection Fund.

The available deposits for street, curb and gutter, sidewalk, traffic signals and trails total \$488,950.53. Included are performance bonds received totaling \$212,476.10 that were identified by staff to be non-refundable and \$267,062.43 cash in lieu of public improvements. Staff has also identified \$9,412 in deposits applicable to trail improvements.

In the future, accounting staff will be reviewing amounts accumulated in deposit accounts on a monthly basis and working with departments to ensure that these amounts are properly classified.

FINANCIAL IMPACT: The General Fund balance will be increased by \$146,526.34; Sewer Connection fund balance will increase by \$6,282.44; Trails Improvement Fund will increase by \$9,412 and Street Fund will increase by \$479,538.53.

Attachment: Exhibit A – Summary of Trust Account Deposits

Exhibit A
 Summary of Trust Account Deposits
 As of June 30, 2016

| <i>General Fund:</i> | | Fund Balance |
|--|------------|-------------------|
| Miscellaneous: | | |
| Monumentation Deposits | 25,088.06 | |
| Donations for City Programs | 7,000.00 | |
| Damage Deposits for Rental of City Facilities | 49,999.97 | |
| Deposits for Microfilming Building and Fire Plans | 54,538.31 | |
| Hidden Valley Golf Modular | 9,900.00 | |
| | | 146,526.34 |
| <i>Sewer Connection Fund:</i> | | |
| Abandon Septic and Connect to Sewer Deposit | 6,282.44 | |
| | | 6,282.44 |
| <i>Streets:</i> | | |
| In Lieu of Street, curb and gutter, sidewalk, Trails | 458,510.53 | |
| In Lieu of traffic signal | 30,440.00 | |
| | | 488,950.53 |
| Total Trust Account Balance | | 641,759.31 |

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

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

DATE: August 3, 2016

SUBJECT: Approval of Supplemental Agreement for Reimbursement for the 2016/2017 Community Development Block Grant Program Year

RECOMMENDATION: Staff recommends approval of Supplemental Agreement for reimbursement for the 2016/2017 Community Development Block Grant Program year

SUMMARY: In order to receive Community Development Block Grant (CDBG) funds as a cooperating city in the County of Riverside, the City of Norco is required to approve a Supplemental Agreement to administer the approved programs and projects for Fiscal Year 2016/2017 for reimbursement.

BACKGROUND/ANALYSIS: On November 15, 2015, the City Council approved a specific program and a public project as part of the City's 2016/2017 CDBG Program allocation.

The amount approved by the Federal Housing and Urban Development Agency to the County of Riverside Economic Development Agency for the City of Norco is \$79,179. Notice was received on February 2, 2016 from the Riverside County Board of Supervisors that the City's proposed CDBG projects for the 2016/2017 Program Year were approved. The attached County of Riverside Supplemental Agreements received from the County confirms that funding is approved for the following projects:

| | |
|--|------------------------|
| | <u>APPROVED</u> |
| Sr. Recreation and Community Services | \$12,669 |
| Ingalls Park ADA Restroom | <u>\$66,510</u> |
| Total requested/approved for funding: | \$79,179 |

Once the Supplemental Agreement is fully executed, the County will forward it to the City along with the authorization to incur costs. Once completed, funds for program that are already in progress will be released, and pending invoices for service can be submitted for payment and brought current.

Agenda Item: 2.H.

CDBG Supplemental Agreement FY 2016/2017

Page 2

August 3, 2016

FINANCIAL IMPACT: The U.S. Department of Housing and Urban Development will fund these programs and projects through the Riverside County Economic Development Agency on a reimbursement basis.

Attachment: Supplemental Agreement

**SUPPLEMENTAL AGREEMENT FOR THE USE OF
2016-2017 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

This Supplemental Agreement ("Agreement") is entered into this _____ day of _____, 2016, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein called, "COUNTY," and the CITY OF NORCO, herein called "CITY." COUNTY and CITY are collectively referred to as "Parties" and individually as "Party."

The COUNTY and CITY mutually agree as follows:

1. GENERAL. COUNTY and CITY have executed a Cooperation Agreement, dated July 15, 2015 ("Cooperation Agreement"), whereby CITY elected to participate with COUNTY, which has qualified as an "Urban County" for purposes of receiving Community Development Block Grant (CDBG) funds ("CDBG"), and to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974, Title 1, as amended, Public Law 93-383 hereinafter referred to as "Act." Said Cooperation Agreement, dated July 15, 2015, is incorporated herein by reference and made a part of this Agreement as if each and every provision was set forth herein.

2. PURPOSE. CITY promises and agrees to undertake and assist with the community development activities, within its jurisdiction, by utilizing the sum of \$79,179, CDBG Entitlement Funds, as specifically identified in Exhibit(s) A and B, attached hereto, and are incorporated herein by this reference, for the following project(s) (collectively, the "Projects"):

- A. **2.NR.40-16 Ingalls Park ADA Restroom Project Phase II** **\$66,510**
- B. **2.NR.41-16 Senior Recreation and Community Services** **\$12,669.**

3. TERM OF AGREEMENT. The term of this Agreement for the implementation of the Project(s) shall be for a period of one (1) year from July 1, 2016 to

1 termination on June 30, 2017. City shall proceed consistent with the completion schedule set
2 forth in Exhibit(s) A and B, attached hereto and incorporated herein. In the event the Project(s)
3 are not substantially completed by the time set forth in the applicable completion schedules due
4 to a force majeure event (See Section 24 below), the COUNTY may consider extending the
5 schedule for the completion of the project(s). Times of performance for other activities may also
6 be extended in writing by COUNTY. If substantial progress toward completion in conformance
7 with the completion schedule, as determined by COUNTY in its discretion, of the project(s) are
8 not made during the term of this Supplemental Agreement, COUNTY may suspend or terminate
9 this Supplemental Agreement pursuant to the termination procedures set forth in the section
10 titled "Termination," and the entitlement funds associated with the Project(s) may be
11 reprogrammed by the COUNTY after appropriate notice is provided to the City.

12 4. DISPOSITION OF FUNDS.

13 A. COUNTY's Board of Supervisors shall determine the final disposition and
14 distribution of all funds received by COUNTY under the Act consistent with Sections 2 and 3 of
15 this Supplemental Agreement. COUNTY, through its Economic Development Agency, shall
16 make payment of the CDBG funds to CITY as set forth in the attached Exhibit(s) A and B. It is
17 the CITY's responsibility to monitor all project activities set forth in the attached Exhibit(s) A
18 and B, and to ensure compliance with applicable federal regulations and the terms of this
19 Supplemental Agreement.

20 B. CITY shall comply with timely drawdown of CDBG Entitlement funding
21 by expeditiously implementing and completing the COUNTY-approved, CDBG-funded Projects.
22 CITY acknowledges that CITY's drawdown performance directly impacts the COUNTY's
23 overall program drawdown rate. If the CITY's unobligated CDBG fund balance, as of January
24 31, 2017, exceeds one hundred and seventy-five percent (175%) of the CITY's 2016-2017
25 CDBG allocation, the COUNTY may, in its sole discretion, take the necessary administrative
26 actions to reduce the CITY's CDBG fund balance. Necessary actions include, but are not limited
27 to, reprogramming the excess CDBG fund balance to other eligible activities as selected by
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1 COUNTY. COUNTY may, in its sole and absolute discretion, authorize CITY in writing, prior
2 to January 31, 2017, to exceed the CDBG fund balance requirement.

3 C. CITY shall comply with timely drawdown of CDBG funds by submitting
4 monthly requests for reimbursement or other COUNTY approved reimbursement schedules. All
5 disbursements of CDBG funds will be on a reimbursement basis and made within thirty (30)
6 days after the COUNTY has received the CITY's reimbursement request including
7 documentation supporting expenditures.

8 D. All authorized obligations incurred in the performance of the
9 Supplemental Agreement for projects eligible under the following CDBG regulations must be
10 reported in writing to COUNTY no later than June 1, 2017:

- 11 1. Acquisition [24 Code of Federal Regulations (CFR) 570.201 (a)]
- 12 2. Clearance Activities [24 CFR 570.201 (d)]
- 13 3. Interim Assistance [24 CFR 570.201 (f)]
- 14 4. Code Enforcement [24 CFR 570.202 (c)]

15 All public service activities [24 CFR 570.201 (e)] and other eligible activities under this
16 Supplemental Agreement must be implemented, completed, and obligations reported in writing
17 to the COUNTY by the CITY no later than the completion schedules set forth in the attached
18 Exhibits to this Supplemental Agreement. "CFR" as used herein refers to the Code of Federal
19 Regulations.

20 5. COOPERATION WITH HOUSING ACTIVITIES. CITY shall cooperate with
21 COUNTY in undertaking essential community development and housing assistance activities,
22 specifically urban renewal and public assistance housing, and shall assist COUNTY in
23 implementing and undertaking the goals and strategies identified in the 2014-2019 Five Year
24 Consolidated Plan, pursuant to 24 CFR Part 91 and other requirements of the Community
25 Development Block Grant Program.

26 6. LEAD AGENCY FOR COMPLIANCE WITH THE CALIFORNIA
27 ENVIRONMENTAL QUALITY ACT (CEQA). Pursuant to Section 15051(d) of Title 14 of the
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1 California Administrative Code, the CITY is designated as the lead agency for the projects that
2 are the subject matter of this Supplemental Agreement.

3 7. HOLD HARMLESS AND INDEMNIFICATION. In contemplation of the
4 provisions of Section 895.2 of the California Government Code imposing certain tort liability
5 jointly upon public entities solely by reason of such entities being parties to an agreement as
6 defined by Section 895 of the Code, the Parties hereto, pursuant to the authorization contained in
7 Section 895.4 and 895.6 of the Code, agree that each Party shall be liable for any damages
8 including, but not limited to, claims, demands, losses, liabilities, costs and expenses including
9 reasonable attorneys' fees, resulting from the negligent or wrongful acts or omissions of their
10 employees or agents in the performance of this Agreement, and each Party shall indemnify,
11 defend and hold harmless the other Parties from such claims, demands, damages, losses or
12 liabilities for their negligence

13 8. INSURANCE. Without limiting or diminishing the CITY obligation to
14 indemnify or hold the COUNTY harmless, CITY shall procure and maintain or cause to be
15 maintained, at its sole cost and expense, the following insurance coverage's during the term of
16 this Agreement.

17 a. Workers' Compensation:

18 If the CITY has employees as defined by the State of California, the CITY shall
19 maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of
20 the State of California. Policy shall include Employers' Liability (Coverage B) including
21 Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy
22 shall be endorsed to waive subrogation in favor of the County of Riverside.

23 b. Commercial General Liability:

24 Commercial General Liability insurance coverage, including but not limited to,
25 premises liability, contractual liability, products and completed operations liability, personal and
26 advertising injury, and cross liability coverage, covering claims which may arise from or out of
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1 CITY'S performance of its obligations hereunder. Policy shall name the County of Riverside as
2 Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence
3 combined single limit. If such insurance contains a general aggregate limit, it shall apply
4 separately to this agreement or be no less than two (2) times the occurrence limit.

5 c. Vehicle Liability:

6 If vehicles or mobile equipment are used in the performance of the obligations
7 under this Agreement, then CITY shall maintain liability insurance for all owned, non-owned or
8 hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single
9 limit. If such insurance contains a general aggregate limit, it shall apply separately to this
10 agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of
11 Riverside as Additional Insured.

12 d. General Insurance Provisions - All lines:

13 (i). Any insurance carrier providing insurance coverage hereunder
14 shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII
15 (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the
16 County's Risk Manager waives a requirement for a particular insurer such waiver is only valid
17 for that specific insurer and only for one policy term.

18 (ii). The CITY'S insurance carrier(s) must declare its insurance self-
19 insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such
20 retentions shall have the prior written consent of the County Risk Manager before the
21 commencement of operations under this Agreement. Upon notification of self-insured retention
22 unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CITY'S
23 carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement
24 with the COUNTY, or 2) procure a bond which guarantees payment of losses and related
25 investigations, claims administration, and defense costs and expenses.
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1 (iii). CITY shall cause CITY'S insurance carrier(s) to furnish the
2 County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and
3 certified original copies of Endorsements effecting coverage as required herein, and 2) if
4 requested to do so orally or in writing by the County Risk Manager, provide original Certified
5 copies of policies including all Endorsements and all attachments thereto, showing such
6 insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall
7 contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given
8 to the County of Riverside prior to any material modification, cancellation, expiration or
9 reduction in coverage of such insurance. In the event of a material modification, cancellation,
10 expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County
11 of Riverside receives, prior to such effective date, another properly executed original Certificate
12 of Insurance and original copies of endorsements or certified original policies, including all
13 endorsements and attachments thereto evidencing coverage's set forth herein and the insurance
14 required herein is in full force and effect. *CITY shall not commence operations until the*
15 *COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of*
16 *endorsements and if requested, certified original policies of insurance including all*
17 *endorsements and any and all other attachments as required in this Section. An individual*
18 *authorized by the insurance carrier to do so on its behalf shall sign the original endorsements*
19 *for each policy and the Certificate of Insurance.*
20

21 (iv). It is understood and agreed to by the parties hereto that the CITY'S
22 insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or
23 deductibles and/or self-insured retention's or self-insured programs shall not be construed as
24 contributory.

25 (v). If, during the term of this Agreement or any extension thereof,
26 there is a material change in the scope of services; or, there is a material change in the equipment
27 to be used in the performance of the scope of or, the term of this Agreement, including any
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1 extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of
2 insurance required under this Agreement and the monetary limits of liability for the insurance
3 coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the
4 amount or type of insurance carried by the CITY has become inadequate.

5 (vi). CITY shall pass down the insurance obligations contained herein
6 to all tiers of subcontractors working under this Agreement.

7 (vii). The insurance requirements contained in this Agreement may be
8 met with a program(s) of self-insurance acceptable to the COUNTY.

9 (viii). CITY agrees to notify COUNTY of any claim by a third party or
10 any incident or event that may give rise to a claim arising from the performance of this
11 Agreement.

12 9. RECORDS AND INSPECTIONS.

13 A. CITY shall establish and maintain financial, programmatic, statistical, and
14 other supporting records of its operations and financial activities in accordance with the Uniform
15 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2
16 CFR 200.333), and 24 CFR Part 84 and 85, as amended, and 24 CFR Section 570.502 (a), as
17 they relate to the acceptance and use of federal funds under this Agreement. Said records shall be
18 retained for a period of four (4) years from the date that the activity or program funded with the
19 CDBG Grant is closed out by the COUNTY and reported as complete in the Comprehensive
20 Annual Performance and Evaluation Report (CAPER). Exceptions to the four (4) year retention
21 period requirement, pursuant to 2 CFR 200.333 include the following:

22 i. if any litigation, claim, or audit is started prior to the expiration of
23 the four (4) year period;

24 ii. when the CITY is notified in writing by the COUNTY, HUD, or
25 other Federal agency to extend the retention period;

26 iii. records for real property and equipment acquired with CDBG
27 funds must be retained for four (4) years after final disposition;
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1 iv. when the records are transferred by the CITY to the COUNTY,
2 HUD, or other Federal agency, the four (4) year period is not applicable.

3 B. CITY shall obtain an external audit in accordance with the Uniform
4 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2
5 CFR 200.500). Audits shall usually be performed annually but not less frequently than every two
6 years. Nonprofit institutions and government agencies that expend less than \$750,000 a year in
7 Federal awards are exempt from Federal audit requirements, but records must be available for
8 review by appropriate officials of the Federal grantor agency or subgranting entity. The audit
9 report shall be submitted to the COUNTY within 180 days after the end of the COUNTY'S fiscal
10 year.

11 C. CITY shall maintain a separate account for the CITY'S CDBG Entitlement
12 funds received as set forth in Exhibit(s) A and B, attached hereto.

13 D. Pursuant to 2 CFR 200.336, CITY shall, during the normal business hours,
14 make available to COUNTY, the U.S. Department of Housing and Urban Development (HUD),
15 or other authorized representative, for the examination and copying, all of its records and other
16 materials with respect to matters covered by this Agreement and provide reasonable access to
17 CITY staff for the purpose of interview and discussion related to the records and documents.

18 E. CITY shall not retain any program income as defined in 24 CFR 570.500
19 570.500. Said program income shall be used only for the activities that are the subject of this
20 Agreement. Further, all provisions of this Agreement shall apply to such activities.

21 F. The CITY shall ensure that at least fifty-one percent (51%) of the persons
22 benefiting from all CDBG-funded activities or projects designated as serving limited clientele
23 [24 CFR 570.208(a)(2)(i)] are of low and moderate-income and meet the applicable household
24 income guidelines. The CITY shall provide the required income certification and direct benefit
25 documentation, in writing, to the COUNTY pursuant to the reporting requirement of each
26 activity as set forth in Exhibit(s) A and B, attached hereto. In the event that CITY engages the
27 services of a sub-contractor to implement CDBG-funded activities, the CITY must collect, in
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1 writing, all required income certification and direct benefit documentation from subcontractors
2 prior to submittal to the COUNTY pursuant to the reporting requirement of each activity as set
3 forth in Exhibit(s) A and B, attached hereto.

4 10. COMPLIANCE WITH LAWS. CITY shall comply with all applicable federal,
5 state, and local laws, regulations, and ordinances and any amendments thereto and the federal
6 regulations and guidelines now or hereafter enacted pursuant to the Act. More particularly, CITY
7 is to comply with those regulations found in the Uniform Administrative Requirements, Cost
8 Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), and 24 CFR Part 84
9 and 85, as amended, or any subsequent replacement. CITY is to abide by the provisions of the
10 Community Development Block Grant Manual, prepared by COUNTY and cited in the above-
11 mentioned Cooperation Agreement. CITY shall comply, if applicable, with Section 3 of the
12 Housing & Urban Development Act of 1968, as amended, attached hereto as Exhibit "S" and
13 incorporated herein by this reference. CITY shall also comply with the provisions of 24 CFR
14 570.200 (j), attached hereto as Exhibit "R," and incorporated herein by this reference, pertaining
15 to inherently religious activities.

16 11. INDEPENDENT CONTRACTOR. The CITY is, for purposes relating to this
17 Supplemental Agreement, an independent contractor and shall not be deemed an employee of the
18 COUNTY. It is expressly understood and agreed that the CITY (including its employees, agents
19 and subcontractor's) shall in no event be entitled to any benefits to which the COUNTY
20 employees are entitled, including but not limited to overtime, any retirement benefits, worker's
21 compensation benefits, and injury leave or other leave benefits. There shall be no employer-
22 employee relationship between the parties; and the CITY shall hold the COUNTY harmless from
23 any and all claims that may be made against the COUNTY based upon any contention by a third
24 party that an employer-employee relationship exists by reason of this Supplemental Agreement.
25 It is further understood and agreed by the parties that the CITY in the performance of this
26 Supplemental Agreement is subject to the control or direction of the COUNTY merely as to the
27 results to be accomplished and not as to the means and methods for accomplishing the results.

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1 12. TERMINATION.

2 A. CITY. CITY may not terminate this Agreement except upon express
3 written consent of COUNTY, pursuant to 2 CFR 200.339 (a)(3).

4 B. COUNTY. Notwithstanding the provisions of Paragraph 12a above,
5 COUNTY may suspend or terminate this Supplemental Agreement upon a ten (10) day written
6 notice to CITY of action being taken and the reason for such action including, but not limited to,
7 the following reasons:

8 (1) In the event CITY fails to perform the covenants herein contained
9 at such times and in such manner as provided in this Supplemental Agreement; and

10 (2) In the event there is a conflict with any federal, state or local law,
11 ordinance, regulation or rule rendering any of the provisions of this Supplemental Agreement
12 invalid or untenable; or

13 (3) In the event the funding from the Department of Housing and
14 Urban Development referred to in Sections 1 and 2 above is terminated or otherwise becomes
15 unavailable.

16 C. This Agreement may be terminated and/or funding suspended, in whole or
17 in part, for cause in accordance with the Uniform Administrative Requirements, Cost Principles,
18 and Audit Requirements for Federal Awards (2 CFR 200.339). Cause shall be based on the
19 failure of the CITY to materially comply with either the terms or conditions of this Agreement.
20 Upon suspension of funding, the CITY agrees not to incur any costs related thereto, or connected
21 with, any area of conflict from which the COUNTY has determined that suspension of funds is
22 necessary. CITY acknowledges that failure to comply with Federal statutes, regulations, or the
23 terms and conditions of this Agreement may be considered by the COUNTY in evaluating future
24 CDBG and non-CDBG funding applications submitted by CITY.

25 D. Upon suspension or termination of this Supplemental Agreement, CITY
26 shall return any unencumbered funds which it has been provided by COUNTY. In accepting said
27 funds, COUNTY does not waive any claim or cause of action it may have against CITY for
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1 breach of this Supplemental Agreement.

2 E. Reversion of Assets

3 1. Upon expiration or termination of this Supplemental Agreement,
4 the CITY shall transfer to the COUNTY any CDBG funds on hand at the time of expiration of
5 the Supplemental Agreement as well as any accounts receivable held by CITY which are
6 attributable to the use of CDBG funds awarded pursuant to this Supplemental Agreement.

7 2. Any real property under the CITY'S control that was acquired or
8 improved in whole or in part with CDBG funds (including CDBG funds provided to the CITY in
9 the form of a loan) in excess of \$25,000 is either:

10 (i) Used to meet one of the National Objectives pursuant to 24
11 CFR 570.208 until five years after expiration of this agreement, or for such longer period of time
12 as determined to be appropriate by the COUNTY; or

13 (ii) Not used in accordance with Clause (i) above, in which
14 event the CITY shall pay the COUNTY an amount equal to the current market value of the
15 property less any portion of the value attributable to expenditures of non-CDBG funds for the
16 acquisition of, or improvement to, the property.

17 13. NONDISCRIMINATION. CITY shall abide by 24 CFR 570.601 and 570.602 of
18 Title 24 of the Code of Federal Regulations which requires that no person in the United States
19 shall on the grounds of race, color, national origin, or sex, be excluded from participation in, be
20 denied the benefits of, or be subjected to discrimination under any program or activity funded in
21 whole or in part with Community Development funds. CITY shall abide by and include in any
22 subcontracts to perform work under this Supplemental Agreement, the following clause:

23 "During the performance of this Supplemental Agreement, CITY and its subcontractors
24 shall not unlawfully discriminate against any employee or applicant for employment
25 because of race, religion, color, national origin, ancestry, physical handicap, medical
26 condition, marital status, age (over 40) or sex. CITY and subcontractors shall insure that
27 the evaluation and treatment of their employees and applicants for employment are free
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1 of such discrimination. CITY and subcontractors shall comply with the provisions of the
2 Fair Employment and Housing Act (California Government Code Section 12900 et seq.).
3 The applicable regulations of the Fair Employment and Housing Commission are
4 implementing California Government Code Section 12990 et seq., set forth in Chapter 1
5 of Division 4.1 of Title 2 of the California Administrative Code are incorporated into this
6 Agreement by reference and made a part hereof as if set forth in full. CITY and its
7 subcontractors shall give written notice of their obligations under this clause to labor
8 organizations with which they have a collective bargaining or other agreement."

9 14. PROHIBITION AGAINST CONFLICTS OF INTEREST

10 A. CITY and its assigns, employees, agents, consultants, officers and elected
11 and appointed officials shall become familiar with and shall comply with the Uniform
12 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2
13 CFR Part 200) and the CDBG regulations prohibiting conflicts of interest contained in 24 CFR
14 570.611.

15 B. The Subrecipient shall maintain a written code or standards of conduct
16 that shall govern the performance of its officers, employees or agents engaged in the award and
17 administration of contracts supported by Federal funds.

18 C. No employee, officer or agent of the Subrecipient shall participate in the
19 selection, or in the award, or administration of, a contract supported by Federal funds if a conflict
20 of interest, real or apparent, would be involved.

21 D. No covered persons who exercise or have exercised any functions or
22 responsibilities with respect to CDBG-assisted activities, or who are in a position to participate
23 in a decision-making process or gain inside information with regard to such activities, may
24 obtain a financial interest in any contract, or have a financial interest in any contract, subcontract,
25 or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the
26 CDBG-assisted activity, either for themselves or those with whom they have business or
27 immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes
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1 of this paragraph, a “covered person” includes any person who is an employee, agent, consultant,
2 officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public
3 agency.

4 E. CITY understands and agrees that no waiver of exception can be granted
5 to the prohibition against conflict of interest except upon written approval of HUD pursuant to
6 24 CFR 570.611 (d). Any request by CITY for an exception shall first be reviewed by COUNTY
7 to determine whether such request is appropriate for submission to HUD in the COUNTY’S sole
8 and absolute discretion. In determining whether such request is appropriate for submission to
9 HUD, COUNTY will consider the factors listed in 24 CFR 570.611 (d)(2).

10 F. Prior to the distribution of any CDBG funding under this Supplemental
11 Agreement, CITY shall provide COUNTY, in writing, a list of all employees, agents,
12 consultants, officers and elected and appointed officials who are in a position to participate in a
13 decision making process, exercise any functions or responsibilities, or gain inside information
14 with respect to the CDBG activities funded under this Agreement. CITY shall also promptly
15 disclose to COUNTY any potential conflict, including even the appearance of conflict that may
16 arise with respect to the CDBG activities funded under this Supplemental Agreement.

17 G. Any violation of this Section 14 shall be deemed a material breach of this
18 Supplemental Agreement, and the Supplemental Agreement shall be immediately terminated by
19 the COUNTY.

20 15. PROJECT ELIGIBILITY. As to CITY or its claimants, COUNTY shall bear no
21 liability for any later determination by the United States Government, the U.S. Department of
22 Housing and Urban Development, or any other person or entity that CITY is or is not eligible
23 under 24 CFR Part 570 to receive CDBG entitlement funds from the COUNTY.

24 16. USE OF PROPERTY. Whenever federal CDBG funds or program income are
25 used, in whole or in part, for the purchase of equipment or personal property, the property shall
26 not be transferred from its originally funded use, by CITY or the CITY’S subcontractor
27 implementing the CDBG-funded activity, for a period of five (5) years from the close-out date of
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1 the grant from which CDBG assistance was provided. The CITY shall maintain a current
2 inventory for COUNTY monitoring and review.

3 17. EMPLOYMENT OPPORTUNITIES TO BE CAUSED BY PROJECT. CITY
4 agrees to notify in writing, and to cause any subcontractor implementing CDBG-funded Projects
5 to notify, in writing, the Riverside County Workforce Development Center of any and all job
6 openings that are caused by the CDBG-funded Projects under this Supplemental Agreement.

7 18. PUBLICITY. Any publicity generated by CITY for the Projects funded pursuant
8 to this Supplemental Agreement will make reference to the contribution of the COUNTY, the
9 Economic Development Agency, and the Community Development Block Grant Program in
10 making the project possible.

11 19. PROGRAM MONITORING AND EVALUATION. CITY and its subcontractors
12 shall be monitored and evaluated in terms of its effectiveness and timely compliance with the
13 provisions of this Supplemental Agreement and the effective and efficient achievement of the
14 CDBG National Objectives as set forth in Exhibit(s) A and B, attached hereto. Quarterly reports
15 shall be due on the last day of the month immediately following the end of the quarter being
16 reported. The quarterly written reports shall include, but shall not be limited to, the following
17 data elements:

18 A. Title of program, listing of components, description of
19 activities/operations.

20 B. The projected goals, indicated numerically, and also the goals achieved
21 (for each report period). In addition, identify by percentage and description, the progress
22 achieved towards meeting the specified goals and identify any problems encountered in meeting
23 goals.

24 C. If the CDBG-funded activity meets a National Objective under 24 CFR
25 570.208 (a)(2)(i), CITY will report the following:

26 1) Total number of direct beneficiaries (clientele served) with
27 household incomes at:

- Above 80% MHI
- Between 50% and 80% MHI (Low-Income)
- Between 30% and 50% MHI (Very Low-Income)
- Less than 30% MHI (Extremely Low-Income)

2) Total number and percent (%) of the clientele served that have household incomes at or below 80% MHI

3) Racial ethnicity of clientele

4) Number of Female-Headed Households

D. CITY shall report, in writing, and cause its subcontractors to report, in writing, beneficiary statistics monthly to the Economic Development Agency (EDA) on the pre-approved *Direct Benefit Form* and *Self-Certification Form* (certifying income, family size, and racial ethnicity) as required by HUD. Updated forms are to be provided to CITY by EDA should HUD implement changes during the term of this Supplemental Agreement. CITY and subcontractors will collect and provide all necessary data required by HUD pertaining to the Specific Outcome Indicators as identified in HUD's Community Planning and Development (CPD) Outcome Performance Measurement System.

20. SOURCE OF FUNDING. CITY acknowledges that the source of funding pursuant to this Supplemental Agreement is Community Development Block Grant funds (CFDA 14.218), and the Grant Award Number is B-16-UC-06-0506.

21. ENTIRE AGREEMENT. This Supplemental Agreement, including any attachments or exhibits hereto constitutes the entire Supplemental Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Each of the attachments and exhibits attached hereto is incorporated herein by this reference.

22. MINISTERIAL ACTS. The Assistant County Executive Officer/EDA or designee(s) are authorized to take such ministerial actions as may be necessary or appropriate to

1 implement the terms, provisions, and conditions of this Supplemental Agreement as it may be
2 amended from time-to-time by COUNTY.

3 23. PRIOR AUTHORIZATION. CITY shall obtain COUNTY's written approval
4 from the COUNTY'S Economic Development Agency prior to implementing the following
5 "high risk" activities funded with CDBG assistance:

- 6 A. Construction of public facilities (project plans and specifications);
- 7 B. Acquisition of real property;
- 8 C. Historic Preservation;
- 9 D. Relocation; and
- 10 F. Economic Development

11 24. FORCE MAJEURE.

12 A. Performance by either party hereunder shall not be deemed to be in default
13 where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods,
14 earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine
15 restrictions, freight embargoes, lack of transportation, governmental restrictions or priority,
16 litigation, unusually severe weather, inability to secure necessary labor, material or tools, delays
17 of any contractor, sub-contractor or supplier, acts of the other party, acts or failure to act of a
18 public or governmental agency or entity, or any causes beyond the control or without the fault of
19 the party claiming an extension of time to perform.

20 B. An extension of time for any such cause (a "Force Majeure Delay") shall
21 be for the period of the enforced delay and shall commence to run from the time of the
22 commencement of the cause, if notice by the party claiming such extension is sent to the other
23 party within thirty (30) calendar days of knowledge of the commencement of the cause.
24 Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure
25 Delay unless and until the party claiming such delay and interference delivers to the other party
26 written notice describing the event, its cause, when and how such party obtained knowledge, the
27 date the event commenced, and the estimated delay resulting therefrom. Any party claiming a
28

1 Force Majeure Delay shall deliver such written notice within thirty (30) calendar days after it
2 obtains knowledge of the event.

3 25. JURISDICTION AND VENUE: Any action at law or in equity arising under this
4 Supplemental Agreement or brought by a party hereto for the purpose of enforcing, construing or
5 determining the validity of any provision of this Supplemental Agreement shall be filed in the
6 consolidated Courts of Riverside County, State of California, and the parties hereto waive all
7 provisions of law providing for the filing, removal or change of venue to any other court or
8 jurisdiction

9 26. SEVERABILITY. Each paragraph and provision of this Supplemental
10 Agreement is severable from each other provision, and if any provision or part thereof is
11 declared invalid, the remaining provisions shall remain in full force and effect.

12 27. WAIVER. Failure by a party to insist upon the strict performance of any of
13 the provisions of this Supplemental Agreement by the other party, or the failure by a party to
14 exercise its rights upon the default of the other party, shall not constitute a waiver of such party's
15 rights to insist and demand strict compliance by the other party with the terms of this
16 Supplemental Agreement thereafter.

17 28. NOTICES. Each notice, request, demand, consent, approval or other
18 communication (hereinafter in this Section referred to collectively as "notices" and referred to
19 singly as a "notice") which the CITY or COUNTY is required or permitted to give to the other
20 party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and
21 sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so
22 delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal
23 Express (or other similar national overnight courier) designating early morning delivery (any
24 notice so delivered shall be deemed to have been received on the next Business Day following
25 receipt by the courier); or (c) sent by United States registered or certified mail, return receipt
26 requested, postage prepaid, at a post office regularly maintained by the United States Postal
27 Service (any notice so sent shall be deemed to have been received two days after mailing in the
28

1 United States), addressed to the respective parties as follows:

| <u>COUNTY</u> | <u>CITY</u> |
|--|-----------------|
| Assistant County Executive Officer/EDA | Brian Petree |
| Economic Development Agency | City of Norco |
| P.O. Box 1180 | 2870 Clark Ave. |
| Riverside, CA 92502 | Norco, CA 92860 |

7 29. LOBBYING. CITY certifies to the best of its knowledge and belief, that:

8 a. No federally-appropriated funds have been paid or will be paid, by or on
9 behalf of the CITY, to any person for influencing or attempting to influence an officer or
10 employee of any agency, a member of Congress, an officer or employee of Congress, or an
11 employee of a member of Congress in connection with the awarding of any federal contract, the
12 making of any federal grant, the making of any federal loan, the entering into of any cooperative
13 agreement, and the extension, continuation, renewal, amendment, or modification of any federal
14 contract, grant, loan, or cooperative agreement.

15 b. If any funds other than federally-appropriated funds have been paid or will
16 be paid to any person for influencing or attempting to influence an officer or employee of any
17 agency, a member of Congress, an officer or employee of Congress, or an employee of a member
18 of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the
19 CITY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in
20 accordance with its instructions.

21 c. CITY shall require that the language of this certification be included in the
22 award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts
23 under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and
24 disclose accordingly. This certification is a material representation of fact upon which reliance
25 was placed when this transaction was made or entered into.

26 30. INTERPRETATION AND GOVERNING LAW. This Supplemental Agreement
27 and any dispute arising hereunder shall be governed by and interpreted in accordance with the
28

1 laws of the State of California. This Supplemental Agreement shall be construed as a whole
2 according to its fair language and common meaning to achieve the objectives and purposes of the
3 parties hereto, and the rule of construction to the effect that ambiguities are to be resolved
4 against the drafting party shall not be employed in interpreting this Supplemental Agreement, all
5 parties having been represented by counsel in the negotiation and preparation hereof.

6 31. AUTHORITY TO EXECUTE. The persons executing this Supplemental
7 Agreement or exhibits attached hereto on behalf of the parties to this Supplemental Agreement
8 hereby warrant and represent that they have the authority to execute this Supplemental
9 Agreement and warrant and represent that they have the authority to bind the respective parties
10 to this Supplemental Agreement to the performance of its obligations hereunder.

11 32. EFFECTIVE DATE. The effective date of this Supplemental Agreement is the
12 date the parties sign the Supplemental Agreement. If the parties sign the Supplemental
13 Agreement on more than one date, then the last date the Supplemental Agreement is signed by a
14 party shall be the effective date.

15 33. COUNTERPARTS. This Supplemental Agreement may be signed by the
16 different parties hereto in counterparts, each of which shall be an original but all of which
17 together shall constitute one and the same agreement.

18 34. LETTER TO PROCEED. CITY shall not initiate nor incur expenses for the
19 CDBG-funded Projects or activities covered under the terms of this Supplemental Agreement as
20 set forth in Exhibit(s) A and B, attached hereto, prior to receiving written authorization from
21 COUNTY to proceed.

22 35. ASSIGNMENT. The CITY shall not make any assignment or transfer in any form
23 with respect to this Supplemental Agreement, without prior written approval of the COUNTY.

24 36. MODIFICATION OF AGREEMENT. This Supplemental Agreement may be
25 modified or amended only by a writing signed by the duly authorized and empowered
26 representative of COUNTY and CITY respectively.

27 [Signatures on Following Page]
28

1 IN WITNESS WHEREOF, the COUNTY and the CITY have executed this Agreement as
2 of the dates set forth below.

3
4 COUNTY OF RIVERSIDE,
5 a political subdivision of the
6 State of California

CITY OF NORCO,
a general law city

7 BY: _____
8 Suzanne Holland,
9 Assistant Director of EDA

BY: _____

10 Date: _____

Date: _____

11
12 APPROVED AS TO FORM:
13 Gregory P. Priamos, County Counsel

ATTEST:

14
15 By: _____
16 Jhaila R. Brown,
17 Deputy County Counsel

BY: _____
City Clerk

18 APPROVED AS TO FORM:

19 BY: _____
20 City Attorney

**SUPPLEMENTAL AGREEMENT
SCOPE OF WORK
(NON-PUBLIC SERVICE)**

I. GENERAL INFORMATION

CITY NAME: City of Norco DUNS #: 83159194

ADDRESS: 2870 Clark Ave.
Norco, CA 92860

PROGRAM CONTACTS: Brian Petree, Deputy City Manager

PHONE: (951) 270-5632 FAX: (951) 270-5681

E-MAIL: _____

PROJECT NAME: Ingalls Park ADA Restroom Project Phase II

PROJECT LOCATION: 3737 Crestview, Norco, CA 92860

LEVEL OF ENVIRONMENTAL CLEARANCE: Categorical Exclusion

CDBG ELIGIBILITY CODE: 570.201 (c)

PROJECT FUNDING SUMMARY: **\$66,510**

Project to be administered by County (EDA) on behalf of City: YES NO

II. SCOPE OF SERVICE

A. Activities

City will be responsible for administering a **2016-2017** Community Development Block Grant for the **Ingalls Park ADA Restroom Project Phase II** in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

- Activity #1 *CDBG funds will be used to purchase and install an additional pre-fabricated, fully-equipped, ADA-accessible restroom at Ingalls Park in the City of Norco to improve access for persons with disabilities. Ingalls Park ADA Restroom Project Phase II. Eligible costs include design, capital equipment, project management, and project administration.*

B. National Objective

All activities funded with CDBG funds must comply with one of more of the CDBG program's National Objective Criteria as required under 24 CFR 570.200(a)(2). City certifies that the activity(ies) carried out under this Agreement will meet the following National Objective:

National Objective Criteria: 570.208 (a)(2)(i)(A)

CFR Reference: Low Mod Limited Clientele Presumed

C. Levels of Accomplishment – Goals and Performance Measures

The City agrees to implement and complete the following activity(ies):

Activity #1 Prepare design and specifications

Activity #2 Implement construction

CPD OUTCOME PERFORMANCE MEASUREMENT

Objectives (select one): Creating Suitable Living Environments
 Providing Decent Affordable Housing
 Creating Economic Opportunities

Outcome (select one): Availability/Accessibility
 Affordability
 Sustainability (promoting livable or viable communities)

D. City Capacity

By executing this Supplemental Agreement, the City certifies that it has the appropriate number of trained and knowledgeable staff, adequate facilities, proper equipment, required licensing and permitting, and sufficient amount of financial resources necessary to implement and carry out the activities funded with CDBG funds.

City will immediately notify County of any significant changes in organizational management, assigned staff, change in facilities, loss or change in matching funds, or any other event that could potentially impact the City or subrecipient's performance under this Agreement.

Any changes in the above items are subject to the prior approval of the County.

E. Performance Monitoring

The County of Riverside will monitor the performance of the City and its subrecipients against goals and performance standards as stated above. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not

taken by the City within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

F. Program Budget

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **\$66,510**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in this Section and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** (2 CFR Part 200), and 24 CFR Part 84 and 85, as amended.

The County may require a more detailed budget breakdown than the one contained herein, and the City shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County and City.

| Line Item | CDBG Granted Funds | Total of Non-CDBG Funds | Total Activity/Project Budget | Notes |
|------------------------------|--------------------|-------------------------|-------------------------------|-------|
| Design/Engineering Costs | \$66,510 | | | |
| Project Administration Costs | | | | |
| Construction Costs | | | | |
| Acquisition Costs | | | | |
| Relocations Costs | | | | |
| Capital Equipment Costs | | | | |
| Code Enforcement | | | | |
| Clearance | | | | |
| Interim Assistance | | | | |
| Indirect Costs: | | | | |
| TOTAL CDBG BUDGET | \$66,510 | | | |

G. Total Amount of Non- CDBG Leveraging

| TYPE | SOURCE | AMOUNT | SOURCE | AMOUNT | SOURCE | AMOUNT | TOTAL |
|-------------|--------|--------|--------|--------|--------|--------|-------|
| FEDERAL | | | | | | | |
| STATE/LOCAL | | | | | | | |
| OTHER | | | | | | | |

TOTAL: 0

III. ADMINISTRATIVE REQUIREMENTS

A. Accounting Standards

The City agrees to comply with the **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** (2 CFR Part 200), and 24 CFR Part 84 and 85, as amended, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

The City shall administer its program in conformance with the **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** (2 CFR Part 200), and 24 CFR Part 84 and 85, as amended. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

C. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- i. Records providing a full description of each activity undertaken;
- ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- iii. Records required to determine the eligibility of activities;
- iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Records Retention

The City shall retain all CDBG-related financial records, supporting documents, contracts, and agreements for a period of four (4) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported for the final time. The City will retain all National Objective documentation, including low-moderate income certification, ethnicity, and other pertinent data for a period of four (4) years after submission of the County's annual performance and evaluation report to HUD. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues.

3. Client Data

The City shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

4. Disclosure

The City understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or City's responsibilities with respect to services provided under this contract, is prohibited by applicable federal and State law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The City's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the City has control over CDBG funds, including program income.

6. Audits & Inspections

All City records with respect to any matters covered by this Agreement shall be made available to the County, HUD, and the Controller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the City within 30 days after receipt by the City. Failure of the City to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The City hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** (2 CFR Part 200.500) and HUD's single audit regulations (24 CFR Part 44.6).

IV. PROJECT IMPLEMENTATION AND SCHEDULE

Unless pre-approved by County, City will perform and complete the activities described in Section II in conformance with the schedule of tasks and milestones listed below:

| <u>Tasks / Milestone</u> | <u>Start Date</u> | <u>Completion Date</u> |
|---|----------------------------|------------------------|
| Complete Online Training | June 2016 | July 2016 |
| Implement Project Activities | Upon Notification from EDA | |
| Execute Supplemental Agreement & Notice to Incur Cost | August 2016 | September 2016 |

| <u>Tasks / Milestone</u> | <u>Start Date</u> | <u>Completion Date</u> |
|--|-------------------|------------------------|
| Submit Quarterly Performance Reports to County | | October 15, 2016 |
| | | January 15, 2017 |
| | | April 15, 2017 |
| | | July 31, 2017 |

County Monitoring of City Program/Performance To be determined by Program Manager

Specific Project Activities

1. City executes Supplemental Agreement; receives authorization to incur cost letter
2. City prepares final construction/equipment documents (incorporating Special Federal Provisions) for EDA review and approval
3. EDA authorizes City to advertise for bids
4. EDA reviews and approves bidding process
5. City awards construction/equipment contract
6. City and EDA conduct “pre-construction meeting”
7. EDA authorizes City to issue “Notice to Proceed”

City Submits Reimbursement Requests

Monthly Submittal

Other Schedule

CDBG-funded Project Complete

TBD

City Submits Monthly Direct Benefit Reports

Upon Notification by EDA

V. SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS

**SUPPLEMENTAL AGREEMENT
SCOPE OF WORK
(PUBLIC SERVICE)**

I. GENERAL INFORMATION

CITY NAME: City of Norco/ Parks, Recreation, and Community Services DUNS#: 83159194

ADDRESS: 2870 Clark Ave.
Norco, CA 92860

CITY PROGRAM CONTACTS: Peggy Calvart, Recreation Supervisor

SUBRECIPIENT NAME: _____

ADDRESS: 2870 Clark Ave., Norco, CA 92860

PHONE: (951) 270-5632 FAX : (951) 270-5681

E-MAIL: _____

PROJECT NAME: Senior Recreation and Community Services

PROJECT LOCATION: 2690 Clark Ave., Norco, CA 92860

LEVEL OF ENVIRONMENTAL CLEARANCE: **EXEMPT [24 CFR 58.34 (a)(4)]**

CDBG ELIGIBILITY CODE: **24 CFR 570.201 (e) Public Services**

PROJECT FUNDING SUMMARY: **\$12,669**

Project to be administered by County (EDA) on behalf of CITY: YES NO

II. SCOPE OF SERVICE

A. Activities

City will be responsible for administering a **2016-2017** Community Development Block Grant for the **Senior Recreation and Community Services** in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Activity #1 *The City will provide various health, recreational, educational, and social programs to seniors in the city of Norco. CDBG funds will be used to pay for staff salaries (direct cost).*

B. National Objective

All activities funded with CDBG funds must comply with one of more of the CDBG program’s National Objective Criteria as required under 24 CFR 570.200(a)(2). CITY certifies that the activity (ies) carried out under this Agreement will meet the following National Objective:

National Objective Criteria: 570.208 (a)(2)(i)(A)

CFR Reference: Low Mod Limited Clientele Presumed

C. Levels of Accomplishment – Goals and Performance Measures

The City agrees to provide the following levels of program services:

| Activity | Units <u>per Month</u> | Total <u>Units/Year</u> | Total <u>Unduplicated Persons</u> |
|-------------|---------------------------|----------------------------|--------------------------------------|
| Activity #1 | | 400 | 400 |

Unit of Service is defined as: Seniors served

CPD OUTCOME PERFORMANCE MEASUREMENT

- Objectives (select one):**
- Creating Suitable Living Environments
 - Providing Decent Affordable Housing
 - Creating Economic Opportunities

- Outcome (select one):**
- Availability/Accessibility
 - Affordability
 - Sustainability (promoting livable or viable communities)

D. City Capacity

By executing this Supplemental Agreement, the City certifies that it and its subrecipients have the appropriate number of trained and knowledgeable staff, adequate facilities, proper equipment, required licensing and permitting, and sufficient amount of financial resources necessary to implement and carry out the activities funded with CDBG funds.

City will immediately notify County of any significant changes in organizational management, assigned staff, change in facilities, loss or change in matching funds, or any other event that could potentially impact City’s performance under this Agreement. Any changes in the above items are subject to the prior approval of the County.

E. Performance Monitoring

The County of Riverside will monitor the performance of the City and its subrecipients against goals and performance standards as stated above. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the City within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

F. Program Budget

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **\$12,669**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in this Section and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** (2 CFR Part 200), and 24 CFR Part 84 and 85, as amended.

The County may require a more detailed budget breakdown than the one contained herein, and the City shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County and City.

| Line Item | CDBG Granted Funds | Total Non-CDBG Funds | Total Activity/Project Budget | Notes |
|---|--------------------|----------------------|-------------------------------|-------|
| Total Direct Program Expenses Salaries Fringe Office Space (Program Only) Utilities Communications Reproduction/Printing Supplies and Materials Mileage Equipment (Program Only) Audit Transportation Other: | \$ 12,669 | | | |
| Total Indirect Program Expenses Indirect Costs (Specify)* | \$ | | | |
| TOTAL CDBG BUDGET | \$12,669 | | | |

* All indirect costs must be pre-approved by the County. City must submit an Indirect Cost Allocation Plan to County, in a form specified by County, demonstrating the appropriate share of general and administrative costs.

G. Total Amount of Non- CDBG Leveraging

| TYPE | SOURCE | AMOUNT | SOURCE | AMOUNT | SOURCE | AMOUNT | TOTAL |
|-------------|--------|--------|--------|--------|--------|--------|-------|
| FEDERAL | | | | | | | |
| STATE/LOCAL | | | | | | | |
| PRIVATE | | | | | | | |
| OTHER | | | | | | | |

TOTAL: 0

III. ADMINISTRATIVE REQUIREMENTS

A. Accounting Standards

The City agrees to comply with the 24 **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** (2 CFR Part 200), and 24 CFR Part 84 and 85, as amended, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

The City shall administer its program in conformance with the **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** (2 CFR Part 200), and 24 CFR Part 84 and 85, as amended. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

C. Documentation and Record Keeping

1. Records to be Maintained. The City and its subrecipients will maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- i. Records providing a full description of each activity undertaken;
- ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- iii. Records required to determine the eligibility of activities;
- iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Records Retention:

The City shall retain all CDBG-related financial records, supporting documents, contracts, and agreements for a period of four (4) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported for the final time. The City will retain all National Objective documentation, including low-moderate income certification, ethnicity, and other pertinent data for a period of four (4) years after submission of the County's annual performance and evaluation report to HUD. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues.

3. Client Data:

The City shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

4. Disclosure:

The City understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or City's responsibilities with respect to services provided under this contract, is prohibited by applicable federal and State law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs:

The City's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the City has control over CDBG funds, including program income.

6. Audits & Inspections:

All City records with respect to any matters covered by this Agreement shall be made available to the County, HUD, and the Controller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the City within 30 days after receipt by the City. Failure of the City to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The City hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and the **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** (2 CFR Part 200.500) and HUD's single audit regulations (24 CFR Part 44.6).

IV. PROJECT IMPLEMENTATION AND SCHEDULE

Unless pre-approved by County, CITY will perform and complete the activities described in Section II in conformance with the schedule of tasks and milestones listed below:

| <u>Tasks / Milestone</u> | <u>Start Date</u> | <u>Completion Date</u> |
|---|-------------------|---|
| Complete Online Training | June 2016 | July 2016 |
| Execute Subrecipient Agreements (EDA must approve) | August 2016 | September 2016 |
| Implement Program Activities | July 1, 2016 | TBD |
| Execute Supplemental Agreement & Notice to Incur Cost | August 2016 | September 2016 |
| City Submit Quarterly Performance Reports to County | | October 15, 2016 January 15, 2017 April 15, 2017 July 31, 2017 |
| County Monitoring of City Performance | TBD | TBD |
| City submit Monthly Direct Benefit Reports | September 2016 | July 2017 |
| City Submits Reimbursement Requests | | |
| Monthly Submittal <input type="checkbox"/> | September 2016 | <u>June 13, 2017</u> |
| Other Schedule <input type="checkbox"/> | _____ | _____ |
| CDBG Program Services Complete | | TBD |

V. SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS

City must collect **eligibility self-certifications** from every participant in the CDBG-funded program. At a minimum, participants must certify that they are 62 years of age or older, and they must report their ethnicity. This documentation must be submitted to EDA on a monthly basis for new participants.

EXHIBIT "R"

CONSTITUTIONAL PROHIBITION
Page 1 of 2

In accordance with First Amendment Church/State Principles, as a general rule, CDBG/ESG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities. The following restrictions and limitations therefore apply to the use of CDBG/ESG funds.

(1) CDBG/ESG funds may not be used for the acquisition of property or the construction or rehabilitation (including historic preservation and removal of architectural barriers) of structures to be used for religious purposes or which will otherwise promote religious interests. This limitation includes the acquisition of property for ownership by primarily religious entities and the construction or rehabilitation (including historic preservation and removal of architectural barriers) of structures owned by such entities (except as permitted under paragraph (j) (2) of this section with respect to rehabilitation and under paragraph (j) (4) of this section with respect to repairs undertaken in connection with public services) regardless of the use to be made of the property or structure. Property owned by primarily religious entities may be acquired with CDBG/ESG funds at no more than fair market value for a non-religious use.

(2) CDBG/ESG funds may be used to rehabilitate buildings owned by primarily religious entities to be used for a wholly secular purpose under the following conditions:

(i) The building (or portion thereof) that is to be improved with the CDBG/ESG assistance has been leased to an existing or newly-established wholly secular entity (which may be an entity established by the religious entity);

(ii) The CDBG/ESG assistance is provided to the lessee (and not the lessor) to make the improvements;

(iii) The leased premises will be used exclusively for secular purposes available to persons regardless of religion;

(iv) The lease payments do not exceed the fair market rent of the premises as they were before the improvements are made;

(v) The portion of the cost of any improvements that also serve a non-leased part of the building will be allocated to and paid for by the lessor;

(vi) The lessor enters into a binding agreement that unless the lessee, or a qualified successor lessee, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements, the lessor will pay to the lessee an amount equal to the residual value of the improvements;

EXHIBIT "R"

CONSTITUTIONAL PROHIBITION

Page 2 of 2

(vii) The lessee must remit the amount received from the lessor under subparagraph (2)(vi) of this section to the recipient or subrecipient from which the CDBG/ESG funds were derived.

The lessee can also enter into a management contract authorizing the lessor religious entity to use the building for its intended secular purpose, e.g., homeless shelter, provision of public services. In such case,

the religious entity must agree in the management contract to carry out the secular purpose in a manner free from religious influences in accordance with the principles set forth in paragraph (j)(3) of this section.

(3) As a general rule, CDBG/ESG funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the recipient or subrecipient from which the CDBG/ESG funds are derived that, in connection with the provision of such services:

(i) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.

(ii) It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

(iii) It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services;

(iv) The portion of a facility used to provide the public services shall contain no religious symbols or decorations, other than those permanently affixed to or part of the structure.

(4) Where the public services provided under paragraph (j)(3) of this section are carried out on property owned by the primarily religious entity, CDBG/ESG funds may also be used for minor repairs to such property which are directly related to carrying out the public services where the cost constitutes in dollar terms only an incidental portion of the CDBG/ESG expenditure for the public services.

EXHIBIT "S"

Page 1 of 2

Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

Sec. 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

EXHIBIT "S"

Page 2 of 2

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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: August 3, 2016

SUBJECT: Acceptance of Norco Rolling Devils Wheelchair Basketball Tournament as a Special Event

RECOMMENDATION: Accept the Norco Rolling Devils Wheelchair Basketball Tournament as a Special Event

SUMMARY: Based on a request from Norco Mayor Kevin Bash, a volunteer committee along with staff are preparing to bring the Norco Rolling Devils Wheelchair Basketball Tournament back to Horsetown USA on October 22-23, 2016 at Riley Gymnasium, with an exhibition game at California Rehabilitation Center (CRC) on October 21, 2016. As this tournament has historical significance to the community and in celebration of its 70th anniversary, it is recommended that the City Council accept and adopt this event and include this in the FY 2016/2017 General Fund Budget as a Special Event.

BACKGROUND/ANALYSIS: Wheelchair basketball has a rich history with CRC that dates back to its time as a naval base. On March 18, 1947, the first game between two organized wheelchair basketball teams took place in Norco – Birmingham vs. the Norco Rolling Devils. The Rolling Devils played last on these grounds in July 1947.

In 2014, a tournament re-emerged and was operated by an individual with no oversight or accountability by City staff. Wanting to maintain the integrity of this rich history in which Norco should be proud of, Mayor Bash along with staff have secured two long-time resident volunteers and basketball enthusiasts/coaches, Richard Boyle and Jerry Eagans, to be a part of bringing back a successful tournament to Norco in celebration of this sport. It is the goal to have this event sanctioned by the National Wheelchair Basketball Association.

Event expenditures including all city direct costs will be offset by the collection of revenue through sponsorships, tournament fees and admissions so as to not have a negative impact of the General Fund. Any excess revenue will be carried over to the following year as seed money for subsequent tournaments. If approved, this change in the operating budget will be part of the mid-year budget adjustment.

FINANCIAL IMPACT: None.

Attachments: Draft Wheelchair Basketball Poster
Preliminary Budget
Registration Packet

NORCO ROLLING DEVILS
**WHEELCHAIR
BASKETBALL
TOURNAMENT**

Celebrating 70 years!

*Come watch Wheelchair Basketball Teams
exhibit heart and passion!*

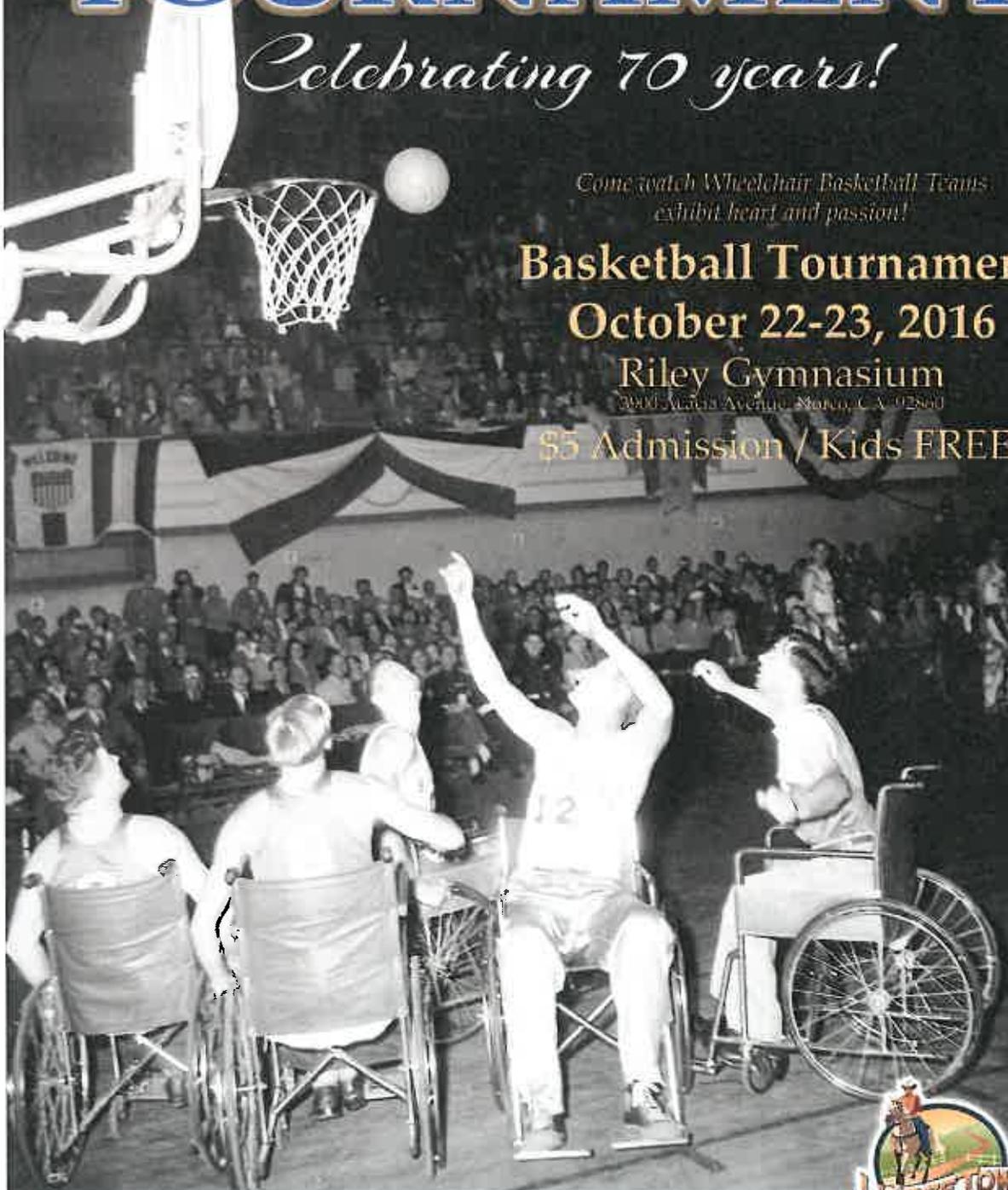
Basketball Tournament

October 22-23, 2016

Riley Gymnasium

3900 March Avenue, Moreno, CA 92860

\$5 Admission / Kids FREE!



For information on this tournament, please contact the Department of Parks, Recreation and Community Services at (951) 270-5632



PRO FORMA BUDGET
FOR

2016 WHEELCHAIR BASKETBALL TOURNAMENT

| EXPENSES | | | | | | Estimate | 8 teams | 12 teams |
|----------|--|--|--|--|------------------------------------|-------------|-------------|-------------|
| 1 | Rental Norco Riley Gym & Scorekeepers | | | | | | | |
| | Clock Keepers & Gym Attendants | | | | | \$ 2,200.00 | \$ 2,200.00 | \$ 2,200.00 |
| 2 | Referees (\$70 per referee/2referrees per game) | | | | | | | |
| | If 8 teams ((14 games includes Championship and third place game) | | | | | \$ 1,960.00 | \$ 1,960.00 | \$ - |
| | If 12 teams (22 games includes Championship and third place game) | | | | | \$ 3,080.00 | \$ - | \$ 3,080.00 |
| 3 | Liability Insurance | | | | | \$ 265.00 | \$ 265.00 | \$ 265.00 |
| 4 | Insurnace Deductible (if needed) | | | | | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000.00 |
| 5 | Bottled Water for sale (free to players/participants) | | | | | \$ - | \$ - | \$ - |
| | <i>Water supply to be donated</i> | | | | | | | |
| 6 | Basketball, scorebooks | | | | | \$ 300.00 | \$ 300.00 | \$ 300.00 |
| 7 | Tee Shirts (free to tournament participants) | | | | | \$ 900.00 | \$ 900.00 | \$ 900.00 |
| 8 | Trophies | | | | | \$ 300.00 | \$ 300.00 | \$ 350.00 |
| 9 | Resurface/clean surface after tournament | | | | | \$ 300.00 | \$ 300.00 | \$ 300.00 |
| 10 | Subsidy for hotel stays for teams (must be traveling more than 60 miles) | | | | | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000.00 |
| | | | | | Subtotal | | \$ 8,225.00 | \$ 9,395.00 |
| REVENUE | | | | | | Estimate | 8 teams | 12 teams |
| 1 | Carry over from previous tournament | | | | | \$ 2,700.00 | \$ 2,576.67 | \$ 2,576.67 |
| 2 | Tournament Fees (\$250.00 per team) | | | | | | | |
| | If 8 teams | | | | | \$ 2,000.00 | \$ 2,000.00 | \$ - |
| | If 12 teams | | | | | \$ 3,000.00 | \$ - | \$ 3,000.00 |
| 3 | Entrance Fees (Daily \$3 per adult/\$1 per child) | | | | | | | |
| | (Weekend \$5 per adult/\$1.50 per child) | | | | | | | |
| | (Do We have Volunteers?) | | | | | | | |
| | If 8 teams | | | | | \$ 400.00 | \$ 400.00 | \$ - |
| | If 12 teams | | | | | \$ 600.00 | \$ - | \$ 600.00 |
| 4 | Water (\$1.00 per bottle) (secure volunteers to sell) | | | | | | | |
| | (Free to Participants) | | | | | | | |
| | If 8 teams | | | | | \$ 150.00 | \$ 150.00 | \$ - |
| | If 12 teams | | | | | \$ 225.00 | \$ - | \$ 225.00 |
| 5 | Tee Shirts - \$10 per shirt (secure volunteers to sell) | | | | | | | |
| | (Free to Participants) | | | | | | | |
| | If 8 teams | | | | | \$ 100.00 | \$ 100.00 | \$ - |
| | If 12 teams | | | | | \$ 150.00 | \$ - | \$ 150.00 |
| | <i>(If extra left over, tee shirts to volunteers)</i> | | | | | | | |
| | Sponsorships | | | | | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 |
| | | | | | Subtotal | | \$ 8,226.67 | \$ 9,551.67 |
| | | | | | <i>(Revenue less expenditures)</i> | Net | \$ 1.67 | \$ 156.67 |



**2016 NORCO ROLLING DEVILS
WHEELCHAIR BASKETBALL TOURNAMENT**
"Celebrating 70 years!"

TEAM REGISTRATION FORM
TOURNAMENT DATE: October 22-23, 2016

REGISTRATION DEADLINE: October 13, 2016

Team Name: _____ Team Color: _____

Team Contact: _____ Phone: _____

Address: _____

Email: _____

TEAM MEMBERS

| NAME (PLEASE PRINT) | JERSEY # | T-Shirt Size |
|---------------------|----------|--------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |

COACHES & SUPPORT STAFF

| NAME (PLEASE PRINT) | TITLE/ROLE | T-Shirt Size |
|---------------------|------------|--------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |



PLEASE FILL OUT REGISTRATION PACKET AND RETURN WITH CHECK PAYABLE TO:
City of Norco
Dept. of Parks, Recreation & Community Services
2870 Clark Avenue, Norco, CA 92860

*INFO: Tournament Directors Richard Boyle at Richard-Boyle@sbcglobal.net (909) 731-2005
or Jerry Eagans at gweag@aol.com (951) 684-2520.*

NORCO ROLLING DEVILS WHEELCHAIR BASKETBALL TOURNAMENT

TEAM PROFILE

Please complete the following and return to CITY OF NORCO. Please provide a team photo (if possible) with this form or submit a digital file to manglin@ci.norco.ca.us. This is the information which will appear in the tournament program.

Team Name:

Home City/Province:

Please provide a description / narrative of your team that you would like to appear in the tournament program and media releases. (In addition to team info this is an opportunity to thank sponsors or other supporters of your group.)

Information you may wish to include:

- How and when was your team formed?
- Highlights from your team's or team member's accomplishments
- Any other interesting facts about your team, players &/or coach(s).

VOICE & IMAGE RELEASE

I hereby grant to the City of Norco its respective licensees, successors and assigns (herein collectively called the "Licensed Parties"), the right to perpetually use, publish and copyright my name, voice, picture, portrait, likeness, occupation and testimonial in all media for the City of Norco.

I understand there will be no monetary remuneration for my participation in any advertising or promotion.

I understand that nothing herein obligates the Licensed Parties to use my name, voice, picture, portrait, likeness, occupation and testimonial in any advertising or promotion.

I release the Licensed Parties from any liability or damages resulting from the use of my name, voice, picture, portrait, likeness, occupation and testimonial in the manner described herein.

| NAME (PLEASE PRINT) | SIGNATURE |
|---------------------|-----------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| 9. | |
| 10. | |

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: August 3, 2016

SUBJECT: **Ordinance No. 1005, Second Reading.**

RECOMMENDATION: Adopt **Ordinance No. 1005** for second reading.

SUMMARY: The first reading of Ordinance No. 1005 was held on July 20, 2016 and adopted by the City Council with a 4-0-1 vote (Council Member Hanna absent). Ordinance No. 1005 approves Code Change 2016-03, which amends Chapter 14.08 of the Norco Municipal Code entitled "Public Sewerage System Wastes" to comply with the Western Riverside County Regional Wastewater Authority's newly adopted Ordinance 2016-0R8 and the RWQCB requirements for Norco's Industrial Wastewater Pretreatment Program.

Attachment: Ordinance No. 1005

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 manufacturer 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:

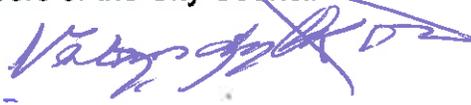
AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California, on August 3, 2016.

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: Cheryl Link, City Clerk 
Roger Grody, Economic Development Consultant

DATE: August 3, 2016

SUBJECT: Consideration of Organizational Modifications to the Economic Development Advisory Council (EDAC)

RECOMMENDATION: Adopt Resolution 2016-53, Implementing Organizational Modifications to the Economic Development Advisory Council (EDAC).

SUMMARY: At its meeting of June 15, 2016 the City Council expressed an interest in modifying the Resolution 2014-40, governing the size, composition and operational procedures for the Economic Development Advisory Council (EDAC). After researching the history and legislative intent of the EDAC, evaluating its recent performance and conferring with its Members, staff recommends some changes that will enhance the EDAC's efficiency and make it more representative of Norco's dynamic business community.

BACKGROUND/ANALYSIS: The composition of the EDAC has changed over the years, and is currently comprised of 11 members, which includes two (2) City Council Members. All EDAC Members are assigned to participate in several subcommittees, which address issues such as Business Enhancement, Film Norco, Electronic Signage, Hospitality, and Special Events. Each subcommittee, which is comprised of three to four (3-4) EDAC Members, is expected to meet approximately once per month. The recommended changes to EDAC, specifically addressed in Resolution 2016-53 (attached) are summarized below:

Number of Members

When it was established in 1990 the original EDAC roster was set at eight (8) Members, but its size has fluctuated wildly from a low of (7) members to as many as 15 in 2009 as the original Resolution was frequently amended. The prescribed composition has also changed over the years, including a seat reserved for a representative of the Auto Dealers Association at various times, one or more seats for public utility representatives, one or more seats for Chamber of Commerce officers, and developers from the Gateway Specific Plan Area. Most recently, in 2014, it was increased from 10 to the current 11 Members, including one reserved for the Norco Area Chamber of Commerce & Visitors Center.

With its current 11 Members in 2014, the EDAC is more than twice as large as any of the City Commissions. That large size ensures a diverse range of views, which is extremely healthy but can create logistical problems. Staff recommends the EDAC be reduced from 11 to 9 members, which will still ensure the desired diversity of backgrounds and perspectives but be slightly more manageable.

Composition/Eligibility for Appointment

Unlike the City's Commissions, EDAC Members are not required to be residents, but represent the Norco business community. As it is currently stated, Members are required to have "a significant stake in the success of the business community," language that has been viewed as ambiguous. Staff recommends more specific requirements, which will ensure a greater representation from business enterprises of all sizes. The proposed language provides a three-pronged test for eligibility:

1) The applicant must have a current ownership interest in an active business located in the City of Norco; or

2) The applicant must be an officer or management-level employee of an active, business located in the City of Norco; or

3) The applicant must be a Norco resident with valuable expertise in a relevant economic development discipline, such as marketing; hospitality; commercial real estate sales, leasing or development; retail management; or business administration. It is recommended that this third threshold for eligibility—which recognizes that some residents who are not part of the local business community are nonetheless potentially strong contributors—is available to no more than two (2) EDAC Members at any given time.

4) One (1) Member is reserved for a representative (e.g. executive officer, board member) from the Norco Area Chamber of Commerce & Visitors Center.

Appointment Process

Currently, EDAC Members present recommendations to the City Council on who should be appointed to fill vacant seats. In practice, the Members interview the candidates certified by the City Clerk, take a formal vote and forward their recommendations to the City Council. Staff recommends that this practice be terminated and Resolution 2016-53 contains no language providing for this process. None of the City's Commissions make formal recommendations to City Council on filling vacancies and there is no reason for EDAC to continue this unconventional practice.

FISCAL IMPACT: None.

Attachment: Resolution No. 2016-53

RESOLUTION NO. 2016-53

A RESOLUTION OF THE CITY OF NORCO, CALIFORNIA, DECREASING THE MEMBERSHIP OF THE ECONOMIC DEVELOPMENT ADVISORY COUNCIL FROM 11 TO 9 MEMBERS AND APPROVING ADDITIONAL ORGANIZATIONAL MODIFICATIONS

WHEREAS, the City Council of the City of Norco (City Council) passed and adopted the formation of the Economic Development Advisory Council (EDAC) on May 16, 1990; and

WHEREAS, the City Council desires to encourage and promote the economic development of the City of Norco (the City); and

WHEREAS, the City Council finds and declares that a vast and largely untapped reservoir of talent exists among certain segments of the population of the City whose particular strengths, backgrounds, experience, perspective and talents might contribute significantly to the efficient and representative policy development and administration of the City Council's economic development goals; and

WHEREAS, some organizational modifications will enhance the EDAC's efficiency and make it more representative of Norco's dynamic business community.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Norco, California, does hereby find, determine, order and resolve as follows:

SECTION 1. The City Council hereby decreases the membership of the EDAC, which shall serve solely in an advisory capacity at the pleasure of the City Council for purposes of advising the City Council on economic development matters.

SECTION 2. It shall be the purpose of the EDAC to propose, prepare, and adopt recommendations to the City Council for the improvement of the economy within the City, which will result in the creation of new jobs, and other benefits, to all the residents of the City so as to help make the City a better place to live and work, while retaining the City's rural lifestyle. Specifically, the EDAC will help coordinate an ongoing development strategy aimed at increasing sales tax revenues received by the City and generally improving the economic viability of the City, encouraging relationships between commerce and the consumer and enhancing the business fabric of the City.

SECTION 3. EDAC membership shall be defined and appointed as follows:

- EDAC members will be recommended by the EDAC and appointed by the City Council;
- 9 members will serve on the EDAC; one (1) Member is reserved for a representative (e.g. executive officer, board member) from the Norco Area Chamber of Commerce and Visitors Center.
- New members appointed to the EDAC will be selected from the Norco business community. Members are not required to live in Norco; however, members should have a significant stake in the success of the business community. To ensure a greater representation from the business enterprises of all sizes, the City Council hereby defines eligibility as follows:

- The applicant must have a current ownership interest in an active business located in the City of Norco; or
- The applicant must be an officer or management-level employee of an active business located in the City of Norco; or
- The applicant must be a Norco resident with valuable expertise in a relevant economic development discipline, such as marketing, hospitality, commercial real estate sales, leasing or development, retail management, or business administration. This third threshold for eligibility, which recognizes that some residents who are not part of the local business community are nonetheless potentially strong contributors, is available to no more than two (2) EDAC Members at any given time.
- EDAC members shall serve terms as follows:
 - At-large Members: four (4) year terms of office to begin on July 1
 - City Council appointees: one (1) year terms
 - Norco Area Chamber of Commerce representative: no term (permanent representation)

SECTION 4. The position of any member appointed by the City Council who misses three successive meetings without cause, or five meetings in a twelve-month period, including adjourned and special meetings, with or without cause, shall be reviewed by the City Council to determine the position vacated. A written notice to the secretary of the Advisory Council 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.

SECTION 5. The duties of the EDAC members are of a high civic nature and all members shall serve without compensation. Members may, however, receive reimbursement for necessary travel and other actual expenses incurred in performing the duties of the EDAC.

SECTION 6. The EDAC shall meet regularly, not less than once each month, at a time and location within the City of Norco as determined by the EDAC. The EDAC may, as it deems necessary or appropriate, call for special meetings. The EDAC shall elect from its membership a Chairperson and Vice Chairperson to serve for a one-year term. The elected Chairperson shall preside over the meetings and be responsible for setting agendas through coordination with Economic Development staff.

SECTION 7. The EDAC shall comply with all applicable state and local laws, ordinances and regulations.

SECTION 8. Resolution No. 2014-40 is hereby repealed.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on August 3, 2016.

Kevin Bash, Mayor
City of Norco, California

ATTEST:

Cheryl Link, City Clerk
City of Norco, California

I, CHERYL LINK, City Clerk of the City of Norco, California do hereby certify that the foregoing Resolution was introduced and adopted by the City Council of the City of Norco at a meeting held on August 3, 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 August 3, 2016.

Cheryl 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 

DATE August 3, 2016

SUBJECT: Formation of an Ad-Hoc Committee to Review Hindu Temple Entitlement Process

RECOMMENDATION: Approve the formation of an Ad-Hoc Committee to review Hindu Temple Entitlement Process

SUMMARY: An application for Conditional Use Permit (CUP) 2014-10 and associated Variance 2014-05 for the development of a temple and cultural center submitted by Swaminarayan Gurukul-USA/Patolia was denied by the Planning Commission on April 13, 2016. The appeal by the applicant to the City Council was denied on July 6, 2016. Following City Council's action, the Riverside Press Enterprise published an article in which proponents of the project claimed the City's denial of the project amounts to cultural discrimination. Additionally, during public comments at the City Council meeting on July 20, 2016 three speakers expressed concern about the City's denial of the project and that the denial is possible infringement of their First Amendment rights. One of the speakers indicated that the matter has been referred to the American Civil Liberties Union (ACLU). In an effort to have a better understanding of the project and to resolve the issues that have been raised, staff is recommending that the City Council authorize the formation of Ad-Hoc Committee to review the issues and concerns that have been raised and to provide a recommendation for resolution to the City Council.

BACKGROUND/ANALYSIS: An application for Conditional Use Permit (CUP) 2014-10 and associated Variance 2014-05 for the development of a temple and cultural center submitted by Swaminarayan Gurukul-USA/Patolia was denied by the Planning Commission on April 13, 2016. The Planning Commission denied the project due to concerns ranging from inadequate parking to height of the proposed structure which did not meet the City's requirements. The applicant appealed the Planning Commission's denial of the project to City Council. The City Council heard the appeal on July 6, 2016 and denied it based on the same concerns that were expressed by the Planning Commission.

Following the denial of the project by the City Council, the Riverside Press Enterprise published an article on July 15, 2016 where proponents of the project claimed that City Council denial was based on cultural discrimination. At the July 20, 2016 City Council meeting, three speakers expressed concern about the City's denial of the project and claimed that the denial is possible infringement of their First Amendment rights. One of

the speakers indicated that the matter has been referred to the American Civil Liberties Union (ACLU). Given the misunderstanding in the media regarding the reasons why the project was denied and the project applicant's willingness to make changes to the proposed project to meet City requirements, staff is recommending the formation of Ad-Hoc Committee that will work with the applicant to better understand the project and allow the applicant opportunity to revise the project to meet City requirements.

Ad-Hoc Committee Members:

The recommended Ad-Hoc Committee will include two (2) members from the Planning Commission, two (2) members from the City Council and staff. The Ad-Hoc Committee Members will work with staff and representatives of the project applicant to develop more detail understanding of the project especially as it applies to; physical characteristics, onsite improvements; impact on traffic and other properties; onsite living arrangements; uses; drainage issues; parking requirements, etc..

At the conclusion of their review, the Ad-Hoc Committee will provide a recommendation to the applicant and to the City Council concerning any changes that will be made to the project from what was previously presented to the Planning Commission and City Council in order for the project to meet City requirements.

FINANCIAL IMPACT: The formation of this Ad-Hoc Committee will not have any financial impact on the City budget.

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: August 3, 2016

SUBJECT: **Ordinance No. 1006, First Reading. Zone Code Amendment 2016-02:** A proposal initiated by the City of Norco to amend the text of Chapter 18.37 of the Norco Municipal Code entitled "Signs" to revise the allowances and approval procedures for temporary advertising signs.

RECOMMENDATION: Adopt Ordinance No. 1006 for first reading and schedule the second reading for August 17, 2016.

SUMMARY: The City Council directed staff and the Planning Commission to review the current sign code in terms of possibly revising what types of temporary advertising signs can be allowed and to look at ways to make the processing of applications easier, and to make the allowances more equitable between the various commercial zones in the City. The Planning Commission reviewed the proposed Zone Code Amendment on June 8, 2016 and has recommended approval with some changes discussed below.

BACKGROUND: In the C-G zone advertising signs can be allowed on a temporary basis (max. 60 days per year) in conjunction with a Special Event Permit. Said signs are not allowed in the C-4 zone if they flutter in the wind because of the horse trails in that zone. Historically the same signs have not been regulated by the City in the Auto Mall Specific Plan because it has been the policy that the Auto Mall Dealership Association would monitor temporary sign enforcement within the Auto Mall. That, however, is not in the approved specific plan. If approved, this Zone Code Amendment would not impact the auto dealers from what they have enjoyed in terms of allowed temporary signs, but it would allow businesses in other commercial zones the same opportunities that they have not enjoyed. All temporary sign violations in all zones would be enforced by the City going forward.

A sign sub-committee was first set up to get input from various points-of-view to include those that need the signs, those that produce the signs, and the need to protect the City's commercial districts from a clutter of unattractive and under-maintained signs. Participating in the review were representatives from the Chamber of Commerce, the Economic Development Advisory Council, the Planning Commission, and companies that produce temporary signs (AFS Printing and E-Z Up).

A lot of the impetus behind the City Council's direction was the proliferation of "blade signs" in the community which were being used as semi-permanent advertising. Blade signs are vertical flags mounted on curved tension poles so as to hold the flags in an extended vertical position for visibility. A focused code enforcement program on temporary illegal signage along Hamner Avenue resulted in a lot of complaints regarding the inconsistent provisions for temporary signs in the different commercial zones and on the need to allow City businesses to be successful that oftentimes includes the use of temporary advertising signs.

ANALYSIS: Temporary signs come in a variety of forms including A-frame signs, banner signs mounted to walls, banner signs suspended from eaves and overhangs, blade signs, balloons and other inflatable 3-D signs, mannequins, etc. While there were a lot of comments from the various participants, there were some underlying concepts that were shared by most:

- Temporary signs need to be maintained (and controlled) to protect the general appearance and aesthetics of the City's commercial districts.
- Businesses need more opportunities to be successful including the use of temporary signs on a longer term basis.
- The processing of special event permits and special event sign permits needs to be more business and user friendly such as allowing on-line submittal of applications and fees replacing the current need to have to come to City Hall to file permit applications.
- As much conformity as possible needs to be implemented so as to maintain the aesthetics of the commercial corridors.

In 2012, the City Council approved a zone code amendment that expanded the allowance of temporary special event signs in the public right-of-way over weekends. Those temporary signs were subject to regulations designed to protect public safety and required that a Special Event Sign Permit be obtained. This zone code amendment will add auxiliary sign permits for extended temporary signage to help the business community as an economic development tool to allow them to advertise and grow. The City will also investigate an on-line application process to make it easier for businesses to file and renew sign permits.

The recommended amendment to Chapter 18.37 is as follows:

18.37.10 Sign Regulations for Temporary Signs.

Special event sign permit and auxiliary sign permit applications and other applicable permits are required for signs included under this section, provided the signs are in compliance with all other applicable laws and ordinances.

A. Special Event Signs. Special event signs may be approved for a limited period of time as a means of drawing attention to special events (i.e., grand openings, carnivals, charitable events, seasonal sales, special promotions, etc.). To apply for approval, a special event sign permit application and fee shall be submitted to the Planning Division. However,

special event signs associated with national holidays or recognized City events are exempt from City review.

1. Special event signs ~~shall~~ include banners, flags, pennants, blade signs, balloons (except metallic balloons), inflatable devices or signs, and other tethered objects. Special event signs which flap are not allowed within 20 feet of a designated horse trail. Special event signs shall be limited to no more than four 15-day periods per year. Said periods may run consecutively; however, unused days from one period shall not be added to another period. The display of inflatable devices or signs and other tethered objects shall be permitted only within commercial zones abutting Hamner Avenue along streets that do not have horse trails.

2. Temporary special event signs in the public right-of-way, except as authorized by a recognized government agency in accordance to Section 12.08.100, shall be permitted with the approval of a special event sign permit from the Planning Division. ~~and~~ The approval of a Special Event Sign Permit includes, by default, the approval of an Encroachment Permit from the Engineering Division as applicable for said signs and subject to the following regulation:

a. Location. Signs may be located within a landscaped parkway portion of the public right-of-way, but not within the median of any street or highway, shall not overhang any street, curb, sidewalk, trail or driveway, and shall not be affixed to any traffic control devices, government signs, light standards, utility poles, horse trail fence, bus shelters or other structures, posts, fences, shrubs or trees but shall be freestanding, and shall not be located in any area that the Planning and Engineering Divisions determine would constitute a pedestrian or vehicular traffic safety hazard.

b. Size and Height. Signs shall not exceed six square feet in area, and shall not exceed three feet in height (as measured from grade).

c. Identification. Unless otherwise clearly discernible on the sign itself, the owner of the sign shall affix his/her/its name, address and telephone number to the sign prior to installation of the sign.

d. Installation. The installation of any temporary sign shall not cause damage to the public right-of-way, including damage to landscaping and/or associated irrigation systems. The owner of a sign placed within the public right-of-way expressly understands that, by placing a sign within the public right-of-way, the owner agrees to defend, indemnify and hold harmless from any and all claims, demands, cause of action, costs, expenses, liability, loss, damage or injury in any manner arising out of or incident to the placement of the sign in the public right-of-way. Underground Service Alert (USA) shall be notified for any excavations required to place sign.

e. Time Period Approved. Temporary signs may be permitted in the public right-of-way from 7:00 a.m. Saturday to 7:00 p.m. Sunday.

f. Removal Procedures. The applicant/installer of these temporary signs is responsible for removal of signs by the expiration date of the special event sign permit. Should these signs be left in the right-of-way after the expiration of the permit, removal shall occur in accordance to Section 18.37.16(A), and the applicant/installer of these temporary signs shall be responsible for all City costs associated with removal of the signs. The City is not responsible for any damage to the signs.

g. Hazardous Signs. If the Public Works/Engineering Director determines that a sign posted within the public right-of-way would constitute a pedestrian, equestrian

or vehicular traffic safety hazard due to its location, construction or other circumstances, the City shall immediately, and without notice to the owner, remove the sign. If the owner of the sign can be identified, the City shall provide notice to the owner by telephone or mail that the sign has been removed and the reasons thereto. The City shall store the sign for no less than 72 hours after removal and, if the owner of the sign has not retrieved the sign within said time period, the City may dispose of the sign. The City is not responsible for any damage to the signs.

h. ~~No temporary Special Event~~ signs ~~shall be~~ are not allowed in the horse trail or affixed to trail fencing.

i. Individuals Holding Signs. For commercial businesses/centers abutting Hamner Avenue, individuals holding signs (i.e., sign twirlers) may be allowed to stand in the sidewalk (public right-of-way) in front of that business/center, for the duration of the time frame specified and approved under a special event or special event sign permit. (Ord. 953 Sec. 1, 2012)

j. Mannequins and other forms representing human or animal figures are not allowed as special event or temporary advertising, whether with or without, signage attached thereto.

B. Auxiliary Signs. Auxiliary signs may be approved for an extended limited period of time as a means of drawing attention to businesses and to services and merchandise offered by the business. To apply for approval, an auxiliary sign permit application and fee shall be submitted to the Planning Division.

1. Auxiliary signs include banners, flags, and pennants, affixed to the front, sides or rear faces of buildings that face toward a public street. Said signs shall be limited to businesses within the building upon which faces the signs are affixed and said signs shall be affixed to the wall so that no portion of the sign flaps in the wind. Said auxiliary signs, combined with permanent signage, shall not exceed the allowed maximum square-footage allowed per business for the front face (entry) of the business. The maximum allowed square-footage of auxiliary signs on side or rear faces of buildings shall not exceed 20% of the total wall area of said building.

Auxiliary signs include non-permanent blade signs that are placed in permanent in-ground receptacles, designed specifically for the subject signs and are not located closer than 20 feet to another such sign. Blade signs are not allowed within 20 feet of a designated horse trail. The maximum allowed height for blade signs is 10 feet from ground level.

2. Auxiliary signs are not allowed in the public right-of-way.

3. Upon approval Auxiliary signs are permitted for six months provided that signs are maintained in an aesthetically pleasing manner. Said approvals can be extended for another one six months period without new applications or fees provided the owner of said sign(s) has filed with the Planning Division a written request for the extension, and provided that the sign still has a maintained and pleasing appearance.

The Planning Commission recommended the change shown in [blue](#) above.

Attachment: Ordinance No. 1006

ORDINANCE NO. 1006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORCO APPROVING ZONE CODE AMENDMENT 2016-02 AMENDING SECTION 18.37.10 OF THE NORCO MUNICIPAL CODE (SIGN REGULATIONS FOR TEMPORARY SIGNS) TO AMEND THE REGULATIONS AND PROCESSING OF TEMPORARY SIGN APPLICATIONS. ZONE CODE AMENDMENT 2016-02

WHEREAS, THE CITY OF NORCO initiated Zone Code Amendment 2016-02, a proposed amendment to Chapter 18.37 (Signs), to amend Section 18.37 "Sign Regulations for Temporary Signs" to amend the regulations and processing of temporary sign applications; 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 2016-30 recommending approval to the City Council; and

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

WHEREAS, the Zone Code Amendment was scheduled for public hearing on August 3, 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 City Council held a public hearing and received both oral and written testimony pertaining to the Zone Code Amendment; 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 regulations for temporary signs 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 Land Use Limitations).

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

SECTION 1:

18.37.10 Sign Regulations for Temporary Signs.

Special event sign permit and auxiliary sign permit applications and other applicable permits are required for signs included under this section, provided the signs are in compliance with all other applicable laws and ordinances.

A. Special Event Signs. Special event signs may be approved for a limited period of time as a means of drawing attention to special events (i.e., grand openings, carnivals, charitable events, seasonal sales, special promotions, etc.). To apply for approval, a special event sign permit application and fee shall be submitted to the Planning Division. However, special event signs associated with national holidays or recognized City events are exempt from City review.

1. Special event signs ~~shall~~ include banners, flags, pennants, blade signs, balloons (except metallic balloons), inflatable devices or signs, and other tethered objects. Special event signs which flap are not allowed within 20 feet of a designated horse trail. Special event signs shall be limited to no more than four 15-day periods per year. Said periods may run consecutively; however, unused days from one period shall not be added to another period. The display of inflatable devices or signs and other tethered objects shall be permitted only within commercial zones abutting Hamner Avenue along streets that do not have horse trails.

2. Temporary special event signs in the public right-of-way, except as authorized by a recognized government agency in accordance to Section 12.08.100, shall be permitted with the approval of a special event sign permit from the Planning Division. ~~and~~ The approval of a Special Event Sign Permit includes, by default, the approval of an Encroachment Permit from the Engineering Division as applicable for said signs and subject to the following regulation:

- a. Location. Signs may be located within a landscaped parkway portion of the public right-of-way, but not within the median of any street or highway, shall not overhang any street, curb, sidewalk, trail or driveway, and shall not be affixed to any traffic control devices, government signs, light standards, utility poles, horse trail fence, bus shelters or other structures, posts, fences, shrubs or trees but shall be freestanding, and shall not be located in any area that the Planning and Engineering Divisions determine would constitute a pedestrian or vehicular traffic safety hazard.
- b. Size and Height. Signs shall not exceed six square feet in area, and shall not exceed three feet in height (as measured from grade).
- c. Identification. Unless otherwise clearly discernible on the sign itself, the owner of the sign shall affix his/her/its name, address and telephone number to the sign prior to installation of the sign.
- d. Installation. The installation of any temporary sign shall not cause damage to the public right-of-way, including damage to landscaping and/or associated irrigation systems. The owner of a sign placed within the public right-of-way expressly understands that, by placing a sign within the public right-of-way, the owner agrees to defend, indemnify and hold harmless from any and all claims, demands, cause of action, costs, expenses, liability, loss, damage or injury in any manner arising out of or incident to the placement of the sign in the public right-of-way. Underground Service Alert (USA) shall be notified for any excavations required to place sign.

- e. Time Period Approved. Temporary signs may be permitted in the public right-of-way from 7:00 a.m. Saturday to 7:00 p.m. Sunday.
- f. Removal Procedures. The applicant/installer of these temporary signs is responsible for removal of signs by the expiration date of the special event sign permit. Should these signs be left in the right-of-way after the expiration of the permit, removal shall occur in accordance to Section 18.37.16(A), and the applicant/installer of these temporary signs shall be responsible for all City costs associated with removal of the signs. The City is not responsible for any damage to the signs.
- g. Hazardous Signs. If the Public Works/Engineering Director determines that a sign posted within the public right-of-way would constitute a pedestrian, equestrian or vehicular traffic safety hazard due to its location, construction or other circumstances, the City shall immediately, and without notice to the owner, remove the sign. If the owner of the sign can be identified, the City shall provide notice to the owner by telephone or mail that the sign has been removed and the reasons thereto. The City shall store the sign for no less than 72 hours after removal and, if the owner of the sign has not retrieved the sign within said time period, the City may dispose of the sign. The City is not responsible for any damage to the signs.
- h. ~~No temporary Special Event~~ signs ~~shall be~~ are not allowed in the horse trail or affixed to trail fencing.
- i. Individuals Holding Signs. For commercial businesses/centers abutting Hamner Avenue, individuals holding signs (i.e., sign twirlers) may be allowed to stand in the sidewalk (public right-of-way) in front of that business/center, for the duration of the time frame specified and approved under a special event or special event sign permit. (Ord. 953 Sec. 1, 2012)

i. Mannequins and other forms representing human or animal figures are not allowed as special event or temporary advertising, whether with or without, signage attached thereto.

B. Auxiliary Signs. Auxiliary signs may be approved for an extended limited period of time as a means of drawing attention to businesses and to services and merchandise offered by the business. To apply for approval, an auxiliary sign permit application and fee shall be submitted to the Planning Division.

1. Auxiliary signs include banners, flags, and pennants, affixed to the front, sides or rear faces of buildings that face toward a public street. Said signs shall be limited to businesses within the building upon which faces the signs are affixed and said signs shall be affixed to the wall so that no portion of the sign flaps in the wind. Said auxiliary signs, combined with permanent signage, shall not exceed the allowed maximum square-footage allowed per business for the front face (entry) of the business. The maximum allowed square-footage of auxiliary signs on side or rear faces of buildings shall not exceed 20% of the total wall area of said building.

Auxiliary signs include non-permanent blade signs that are placed in permanent in-ground receptacles, designed specifically for the subject signs and are not located closer than 20 feet to another such sign. Blade signs are not allowed within 20 feet of a designated horse trail. The maximum allowed height for blade signs is 10 feet from ground level.

2. Auxiliary signs are not allowed in the public right-of-way.

3. Upon approval Auxiliary signs are permitted for six months provided that signs are maintained in an aesthetically pleasing manner. Said approvals can be extended for one six month period without new applications or fees provided the owner of said sign(s) has filed with the Planning Division a written request for the extension, and provided that the sign still has a maintained and pleasing appearance.

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 August 3, 2016.

Kevin Bash, Mayor
City of Norco, California

ATTEST:

Cheryl 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 August 3, 2016 and thereafter at a regular meeting of said City Council duly held on August 17, 2016, it was duly passed and adopted by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Cheryl 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: August 3, 2016

SUBJECT: **Appeal Hearing: Conditional Use Permit 2016-10 (Campos):**
An appeal of the Planning Commission's denial of a request for approval to allow a detached accessory building consisting of a 1,344 square-foot garage and workshop building at 1551 Longhorn Way located within the Norco Hills Specific Plan (NHSP) Amendment No.1 (Ito Farms)

SUMMARY: The request for Conditional Use Permit (CUP) 2016-10 was denied by the Planning Commission on May 11, 2016, but that decision has been appealed by the applicant to the City Council.

PROJECT DESCRIPTION/ANALYSIS: The subject property is located in the Norco Hills Specific Plan (NHSP) Amendment No.1 (Ito Farms), consists of .57 acres/24,732 square-feet, and is developed as a single family residence (ref. Exhibit "A" – Location Map, Exhibit "B" – APN Map and Exhibit "C" – Aerial and Site Photo).

Accessory buildings that exceed 864 square feet require approval of a conditional use permit by the Planning Commission. Because denial of this accessory building has been appealed, it is now being considered by the City Council.

The site plan, floor plan and building elevations for the proposed building are attached (ref. Exhibit "C" – Site Plan, Floor Plan and Building Elevations). The building is proposed to be wood framed construction with a tile roof and stucco exterior to match the existing house in color.

The following is required of accessory buildings in the NHSP, Amendment No.1:

- The minimum setbacks of 5 feet from interior property lines and a pool, and 10 feet from any other structure are required for accessory buildings. **The proposed building will meet these requirements.**
- The maximum height of any accessory structure that exceeds 864 square feet is 20 feet, or as approved by the Planning Commission (but now the City Council). **The structure is proposed with a maximum height of 14 feet 6 inches as measured to the peak of the roof.**

Appeal Hearing: Conditional Use Permit 2016-15
Page 3
August 3, 2016

Exhibit "C" – Aerial and Site Photos
Exhibit "D" – Site Plan, Building Elevations Floor Plan
Exhibit "E" – Planning Commission Minutes dated May 11, 2016

RESOLUTION NO. 2016-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO APPROVING A CONDITIONAL USE PERMIT TO ALLOW A DETACHED ACCESSORY BUILDING CONSISTING OF A 1,344 SQUARE-FOOT GARAGE AND WORKSHOP BUILDING AT 1551 LONGHORN WAY LOCATED WITHIN THE NORCO HILLS SPECIFIC PLAN (NSHP), AMENDMENT NO.1 (ITO FARMS). (CONDITIONAL USE PERMIT 2016-10)

WHEREAS, FRANCISCO CAMPOS submitted an application to the City of Norco, California has been submitted for a conditional use permit under the provisions of Chapter 18.45, Title 18 of the Norco Municipal Code by for property located at 1551 Longhorn Way (APN 123-481-004); and

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

WHEREAS, at the time set, at 7 p.m. on May 11, 2016 within the Council Chambers at 2820 Clark Avenue, Norco, California, 92860, said petition was heard by the Planning Commission for the City of Norco; and

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

WHEREAS, on May 11, 2016 the Planning Commission denied said petition; and

WHEREAS, said action by the Planning Commission was appealed to the City Council of the City of Norco; and

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

WHEREAS, at the time set, at 7 p.m. on August 3, 2016 within the Council Chambers at 2820 Clark Avenue, Norco, California, 92860, said appeal was heard by the City Council for the City of Norco; and

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

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

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

- A. The requested Conditional Use Permit will not adversely affect the general welfare of persons residing or working in the neighborhood thereof.
- B. The requested use will not adversely affect the adjoining land uses.
- C. The size and shape of the site proposed for the use is adequate to allow full development of the proposed use.
- D. The traffic generated by the proposed use will not impose an undue burden.
- E. The City of Norco, acting as lead agency, has determined that the project is categorically exempt from environmental assessment per Section 3.13, Class 3 of the City of Norco Environmental Guidelines.

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

SECTION 1: the City Council of the City of Norco, California, in session assembled August 3, 2016 that the aforesaid application for a conditional use permit is granted, subject to the conditions provided in Section 18.45.14 of the Municipal Code of Norco, including, but not limited to the following conditions:

1. Approval is based on Exhibit "D" – Site Plan, Floor Plan and Building Elevations dated April 5, 2016, and incorporated herein by reference and on file with the Planning Division. Development shall occur as shown unless otherwise noted in these conditions.
2. The recorded owner of the property shall submit to the Planning Division for record purposes, written evidence of agreement with all conditions of this approval before said permit shall become effective.
3. The project shall be in compliance with all City of Norco Municipal Codes, Ordinances and Resolutions. Non-compliance with any provisions of the Norco Municipal Code (NMC) not specifically waived in compliance with City procedures shall constitute cause for revocation and/or termination of the approvals granted under authority of this permit.
4. In the event conditions for approval by the Planning Commission, or City Council (as the case may be) require the revision of plans as submitted, the applicant shall submit four copies of the approved plan (revised to incorporate conditions for approval) to the Planning Division for record purposes for approval of any grading and/or building permits.
5. No occupancy of any building and/or structure shall be permitted which is not in compliance with approved plans and excepting upon specific review and approval of any "as built" modifications by the Planning Director as appropriate.

Provided further, that no expansion of use beyond the scope and nature described in this application which would tend to increase the projected scale of operations shall be permitted except upon application for, and approval of, modification of this application in compliance with all procedures and requirements thereof.

6. The applicant shall obtain building permits and pay all applicable fees before beginning construction of the structure on the subject property.
7. The applicant shall comply with all requirements from the Planning, Engineering, and Building Divisions; and the Fire and Sheriff's Departments; and all other applicable departments and agencies.
8. A home occupation business shall not be permitted from the subject building.
9. The building shall complement the existing house in color.
10. This approval is for an accessory building consisting of a garage and workshop building. It is hereby established that it shall be grounds for revocation of this conditional use permit if the property owner has:
 - A. Violated any rule, regulation or condition of approval adopted by the Planning Commission relating to the conditional use permit; or
 - B. Conducted the operation permitted hereunder in a manner contrary to the peace, health, safety and general welfare of the public or in a manner which either generates or contributes to noise and/or health/sanitation nuisances, or which results in undesirable activities or creating an increased demand for public services.
11. Building permits for this accessory building are issued within the confines of this Conditional Use Permit. Any violation of a condition resulting in a revocation of this Conditional Use Permit may result in an order to remove the accessory building at the owner's expense.

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

APPROVED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on August 3, 2016.

Kevin Bash, Mayor
City of Norco, California

ATTEST:

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

I, CHERYL L. LINK, City Clerk of the City of Norco, California, do hereby certify that the foregoing Resolution was adopted by the City Council of the City of Norco, California, at a regular meeting thereof held on August 3, 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 August 3, 2016.

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

Location Map



Not to Scale



PROJECT: Conditional Use Permit 2016-10

APPLICANT: Francisco Campos

LOCATION: 1551 Longhorn Way

Exhibit "A"

APN MAP



Exhibit "B"

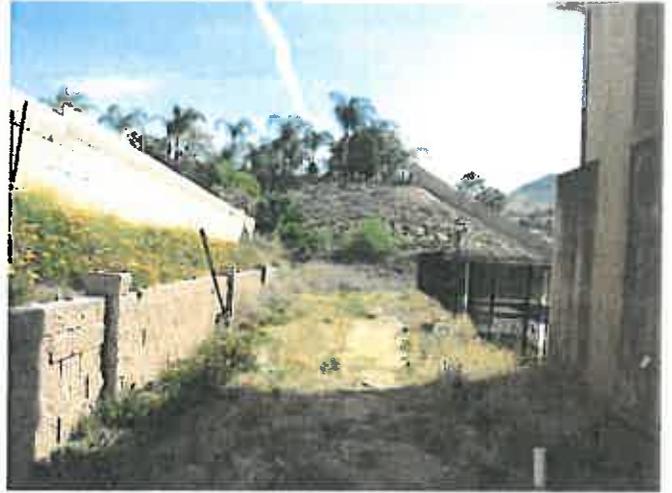


EXHIBIT "C"
CWP 2016-10
4 OF 2

PHOTOS



Access to the back of the property



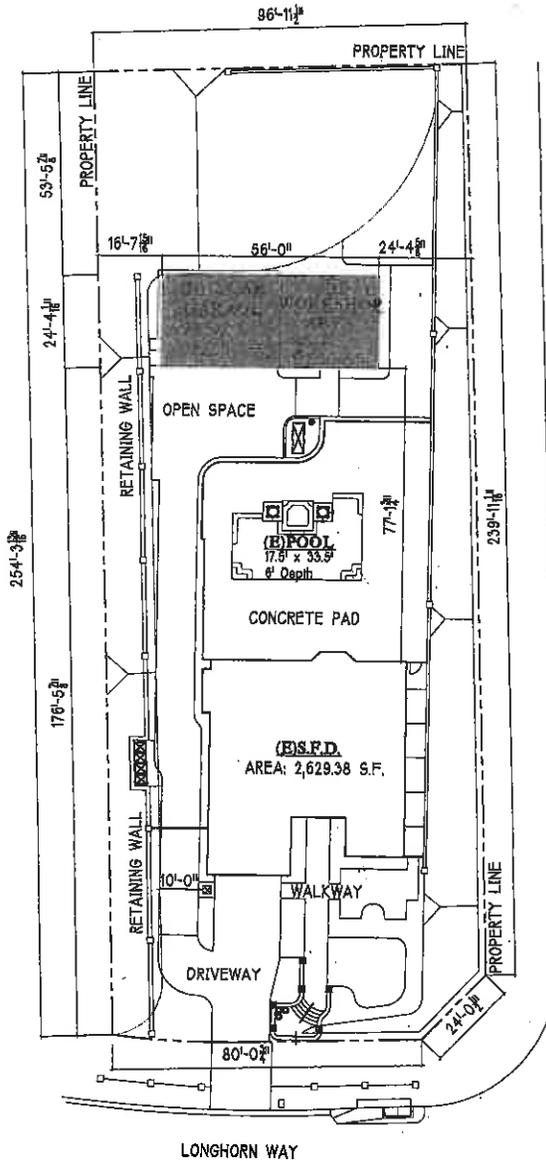
Approximate location of the proposed building



EXHIBIT "C"

CUP 2016-10

2 of 2



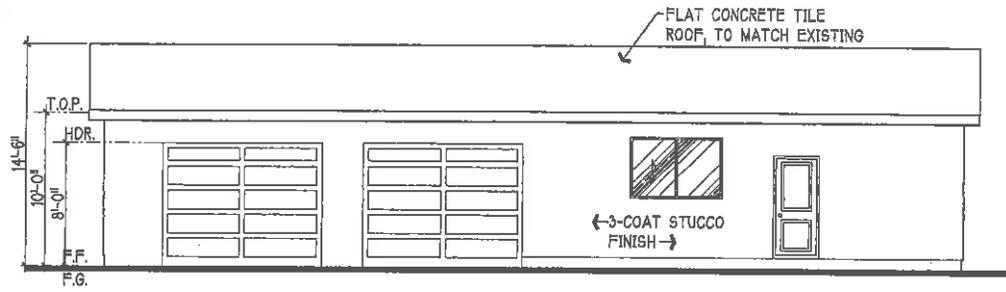
NORCO HILL ROAD



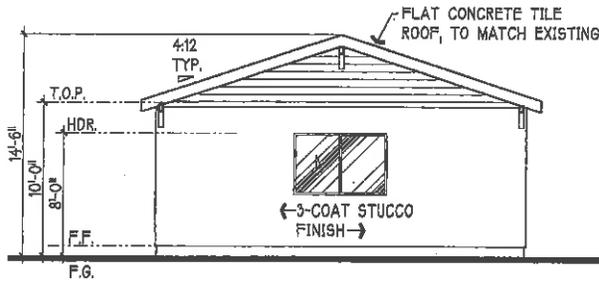
| | | |
|----------------------|-----------|------|
| LOT AREA: | 24,732.00 | S.F. |
| (E) S.F.D. | | |
| 1ST FLOOR: | 1,734.00 | S.F. |
| 2ND FLOOR: | 1,876.00 | S.F. |
| (E) GARAGE: | 648.00 | S.F. |
| (E) PORCH: | 88.00 | S.F. |
| (N) 2 CAR GARAGES: | 732.00 | S.F. |
| (N) WORKSHOP: | 612.00 | S.F. |
| AREA OF LOT COVERED: | 3,824.00 | S.F. |
| % OF LOT COVERED: | 15 % | |

EXHIBIT "D"
4-5-2016

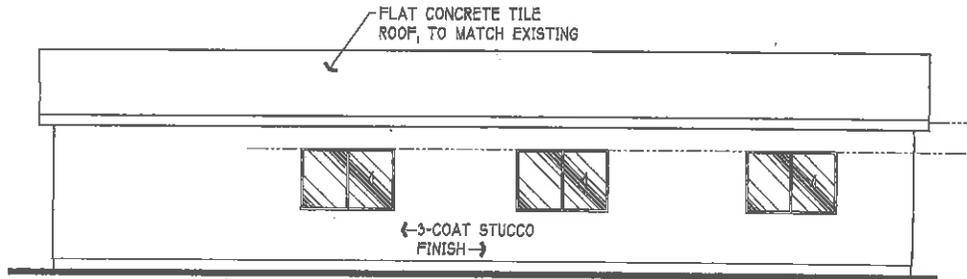
| | | | |
|-------------------------------|---|--|---|
| PROJECT: THE NELSON RESIDENCE | | PLOT PLAN | |
| | P.O. BOX 53308 RIVERSIDE, CA. 92517 TEL: 951 784 5028 FAX: 951 602 6030 EMAIL: FCAMPOS@CHARTER.NET | OWNER: MR. & MRS. NELSON ADDRESS: 1551 LONGHORN WAY NORCO, CA. 92860 | SCALE: 1/32"=1'-0" SHEET: 1 OF: 3 |



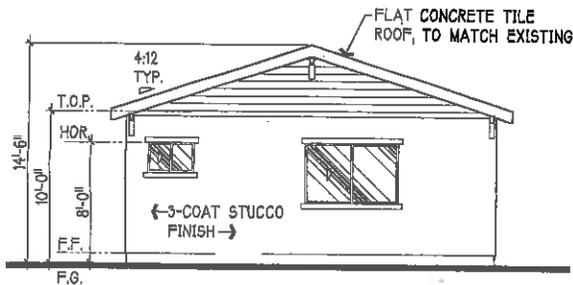
WEST ELEVATION



NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION

PROJECT: THE NELSON RESIDENCE

CAMPOS
TECHNOLOGY

P.O. BOX 53308
RIVERSIDE, CA. 92517
TEL: 951 784 5028
FAX: 951 602 6030
EMAIL:
FCAMPOS@CHARTER.NET

EXTERIOR ELEVATIONS

OWNER:
MR. & MRS. NELSON
ADDRESS:
1551 LONGHORN WAY
NORCO, CA. 92860.

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

SHEET:

3

OF: 3

- B. Conditional Use Permit 2016-10 (Campos):** A request for approval to allow a detached accessory building consisting of a 1,344 square-foot garage and workshop building at 1551 Longhorn Way located within the Norco Hills Specific Plan (NHSP) Amendment No.1 (Ito Farms).
Recommended Action: Approval (Senior Planner)

Senior Planner Robles presented the staff report on file in the Planning Department. All requirements were met; staff recommends approval.

Member Jaffarian stated his concern with the size of the open animal area, noting its insufficient size; Planner Robles noted that she did not calculate the lot coverage.

In response to Member Rigler's concern with the area behind proposed building; Planner Robles confirmed that the area behind the building is all slope.

Member Azevedo pointed out that there is no room for animal keeping, except for goats.

Vice Chair Leonard questioned if the property was an A-1-20 lot. Planner Robles confirmed the zoning allows for animal keeping, and these lots were created prior to the Primary Animal Keeping Area (PAKA) requirements.

Chair Hedges OPENED the public hearing, indicating that proper notification had been made and asked for the appearance of those wishing to speak. With no one wishing to speak, Chair Hedges CLOSED the public hearing, bringing the discussion back to the Commission.

Member Jaffarian stated slope(s) should not be included as part of the lot coverage, for the requirements of an accessory building.

Vice Chair Leonard agreed, noting that the City charter states "large lots and animal keeping". If this accessory building is approved, it would take up much of the property and destroy the lot.

M/S JAFFARIAN/LEONARD to deny Resolution 2016-22, to approve Conditional Use Permit 2016-10, to allow a detached accessory consisting of a 1,344 square-foot garage and workshop building at 1551 Longhorn Way; the motion was carried by the following roll call vote:

AYES: HEDGES, LEONARD, AZEVEDO, JAFFARIAN, RIGLER
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

EXHIBIT **E**

**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: August 3, 2016

SUBJECT: **Appeal Hearing: Conditional Use Permit 2016-15 (Wyre):** an appeal of the Planning Commission's denial of a request for approval to allow a detached accessory building consisting of a 2,000 square-foot workshop/storage building at 4760 Roundup Road located within the A-1-20 (Agricultural Low Density) Zone.

SUMMARY: The request for Conditional Use Permit (CUP) 2016-15 was denied by the Planning Commission on May 11, 2016, but that decision has been appealed by the applicant to the City Council.

PROJECT DESCRIPTION/ANALYSIS: The subject property is located in the A-1-20 Zone, consists of about .52 acres/22,487 square-feet and is developed with a single family residence (ref. Exhibit "A" – Location Map, Exhibit "B" – APN Map and Exhibit "C" – Aerial and Site Photo).

Accessory buildings that exceed 864 square feet require approval of a conditional use permit by the Planning Commission. Because denial of this accessory building has been appealed, it is now being considered by the City Council.

The site plan, building elevations and floor plan for the proposed building are attached (ref. Exhibit "D" – Site Plan and Building Elevations). The building is proposed to be steel construction, painted grey with a burgundy trim to match the existing house (ref. Exhibit "E" – Building Colors and Picture Example). The building is proposed to be used as a workshop, Recreational Vehicle (RV) storage, and for other personal storage.

The following is required of accessory buildings in the A-1-20 Zone:

- The minimum setbacks of 5 feet from interior and rear property lines and 10 feet from any other structure are required for accessory buildings. **The proposed building will meet these requirements.**
- The maximum height of any accessory structure that exceeds 864 square feet is 20 feet, or as approved by the Planning Commission (in this case the City Council). **The structure is proposed with a maximum height of 20 feet as measured to the peak of the roof.**
- The maximum lot coverage of all structures shall be not more than 40% of the total pad area. The pad area is defined as the "flat" part of the lot (4% grade or less). **The subject**

property is approximately 22,487 square feet and at least 19,987 square feet of the property has an average grade of 4% or less. The pad coverage for the property is approximately 31%, which takes into account the existing and proposed structures.

- **A contiguous open animal area must be shown on the site plan which must be rectangular in shape with a minimum of 24 feet on any side. The total open area must be equal to the allowed number of animal units multiplied by 576 square feet. Based on the size of the property, a total of 5 animal units would be allowed which would require an open area of at least 2,880 square feet. There is an open area of at least 2,880 square-feet at the rear of the property as noted on the attached site plan, which is rectangular in shape and a minimum of 24 feet on all sides.**

The required open animal keeping area is proposed on the west side of the proposed accessory building (the northwest corner of the property), and directly in front of that building's doors. The doors include two roll-up doors, one of which is 14 feet tall indicating the potential for large vehicle usage. The project was originally reviewed by the Planning Commission and denied without prejudice based on concern that access by large vehicles to the accessory workshop/storage structure would be through the open animal area and therefore lessen the potential for it to ever be used as such.

A denial-without-prejudice means that the applicant can approach the Planning Commission again on the same project without having to wait a year as is required for a straight denial. The Planning Commission had suggested flipping the open animal area and the workshop/storage building so that access to the accessory structure would be straight down the driveway and not affect the open animal area. The applicant elected to approach the Planning Commission with the same site plan and showing two options for access around the open animal area to the workshop/storage building.

The attached site plan (Exhibit D) shows the two options: Page D-1 shows access going around the rear of the open animal-keeping area and Page D-1A shows the access around the front. It's was the applicant's intent to show that the access to the workshop/storage building could be provided alongside the open animal area without having to cross it. The Planning Commission considered this but was concerned that the proposed location of the open animal area in relationship to the roll-up doors would lessen the feasibility of it being used for animal keeping because of the needed turning radiuses for large vehicles such as an R.V. (ref. Exhibit "F" – Planning Commission Minutes dated May 11, 2016). The project was denied on a 5-0 vote.

If the City Council chooses to uphold the decision of the Planning Commission to deny the project, then a roll call vote is all that is needed. If the City Council chooses to approve the project a resolution of approval needs to be adopted. A resolution for approval is attached and can incorporate any changes by the City Council.

Appeal Hearing: Conditional Use Permit 2016-15
Page 3
August 3, 2016

Attachments: CC Resolution 2016-55 for approval
 Exhibit "A" – Location Map
 Exhibit "B" – Assessor's Parcel Map
 Exhibit "C" – Aerial and Site Photos
 Exhibit "D" – Site Plan and Building Elevations
 Exhibit "E" – Building Colors and Picture Example
 Exhibit "F" – Planning Commission Minutes dated May 11, 2016

RESOLUTION NO. 2016-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO APPROVING A CONDITIONAL USE PERMIT TO ALLOW A DETACHED ACCESSORY BUILDING CONSISTING OF A 2,000 SQUARE-FOOT WORKSHOP/STORAGE BUILDING AT 4760 ROUNDUP ROAD LOCATED WITHIN THE A-1-20 (AGRICULTURAL LOW DENSITY) ZONE. (CONDITIONAL USE PERMIT 2016-15)

WHEREAS, KENNETH AND DONNA WRYE submitted an application to the City of Norco, California has been submitted for a conditional use permit under the provisions of Chapter 18.45, Title 18 of the Norco Municipal Code by for property located at 4760 Roundup Road (APN 121-310-053); and

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

WHEREAS, at the time set, at 7 p.m. on May 11, 2016 within the Council Chambers at 2820 Clark Avenue, Norco, California, 92860, said petition was heard by the Planning Commission for the City of Norco; and

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

WHEREAS, on May 11, 2016 the Planning Commission denied said petition; and

WHEREAS, said action by the Planning Commission was appealed to the City Council of the City of Norco; and

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

WHEREAS, at the time set, at 7 p.m. on August 3, 2016 within the Council Chambers at 2820 Clark Avenue, Norco, California, 92860, said appeal was heard by the City Council for the City of Norco; and

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

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

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

A. The requested Conditional Use Permit will not adversely affect the general welfare of persons residing or working in the neighborhood thereof.

- B. The requested use will not adversely affect the adjoining land uses.
- C. The size and shape of the site proposed for the use is adequate to allow full development of the proposed use.
- D. The traffic generated by the proposed use will not impose an undue burden.
- E. The City of Norco, acting as lead agency, has determined that the project is categorically exempt from environmental assessment per Section 3.13, Class 3 of the City of Norco Environmental Guidelines.

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

SECTION 1: the City Council of the City of Norco, California, in session assembled August 3, 2016 that the aforesaid application for a conditional use permit is granted, subject to the conditions provided in Section 18.45.14 of the Municipal Code of Norco, including, but not limited to the following conditions:

1. Approval is based on Exhibit "D" – Site Plan and Building Elevations dated April 26, 2016 and incorporated herein by reference and on file with the Planning Division. Development shall occur as shown unless otherwise noted in these conditions.
2. The recorded owner of the property shall submit to the Planning Division for record purposes, written evidence of agreement with all conditions of this approval before said permit shall become effective.
3. The project shall be in compliance with all City of Norco Municipal Codes, Ordinances and Resolutions. Non-compliance with any provisions of the Norco Municipal Code (NMC) not specifically waived in compliance with City procedures shall constitute cause for revocation and/or termination of the approvals granted under authority of this permit.
4. In the event conditions for approval by the Planning Commission, or City Council (as the case may be) require the revision of plans as submitted, the applicant shall submit four copies of the approved plan (revised to incorporate conditions for approval) to the Planning Division for record purposes for approval of any grading and/or building permits.
5. No occupancy of any building and/or structure shall be permitted which is not in compliance with approved plans and excepting upon specific review and approval of any "as built" modifications by the Planning Director as appropriate. Provided further, that no expansion of use beyond the scope and nature described in this application which would tend to increase the projected scale of

operations shall be permitted except upon application for, and approval of, modification of this application in compliance with all procedures and requirements thereof.

6. The applicant shall obtain building permits and pay all applicable fees before beginning construction of the structure on the subject property.
7. The applicant shall comply with all requirements from the Planning, Engineering, and Building Divisions; and the Fire and Sheriff's Departments; and all other applicable departments and agencies.
8. The structure shall complement the existing house in color.
9. A home occupation business shall not be permitted from the subject building.
10. This approval is for an accessory building consisting of a workshop/storage. It is hereby established that it shall be grounds for revocation of this conditional use permit if the property owner has:
 - A. Violated any rule, regulation or condition of approval adopted by the Planning Commission relating to the conditional use permit; or
 - B. Conducted the operation permitted hereunder in a manner contrary to the peace, health, safety and general welfare of the public or in a manner which either generates or contributes to noise and/or health/sanitation nuisances, or which results in undesirable activities or creating an increased demand for public services.
11. Building permits for this accessory building are issued within the confines of this Conditional Use Permit. Any violation of a condition resulting in a revocation of this Conditional Use Permit may result in an order to remove the accessory building at the owner's expense.

##

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

APPROVED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on August 3, 2016.

Kevin Bash, Mayor
City of Norco, California

ATTEST:

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

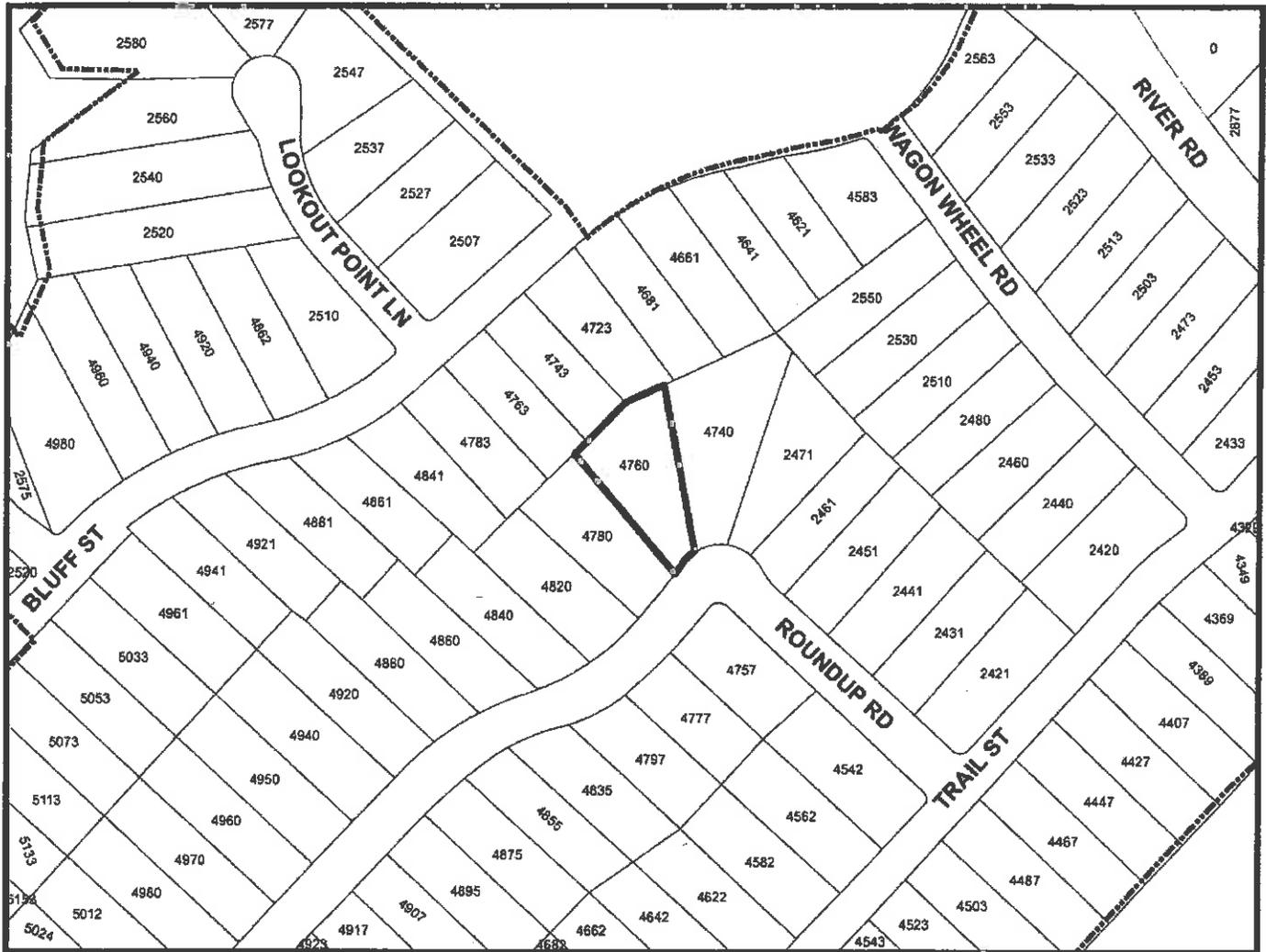
I, CHERYL L. LINK, City Clerk of the City of Norco, California, do hereby certify that the foregoing Resolution was adopted by the City Council of the City of Norco, California, at a regular meeting thereof held on August 3, 2016 by the following vote of the City Council:

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 August 3, 2016.

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

Location Map



Not to Scale



PROJECT: Conditional Use Permit 2016-15
APPLICANT: Kenneth and Donna Wrye
LOCATION: 4760 Roundup Road

Exhibit "A"

APN MAP

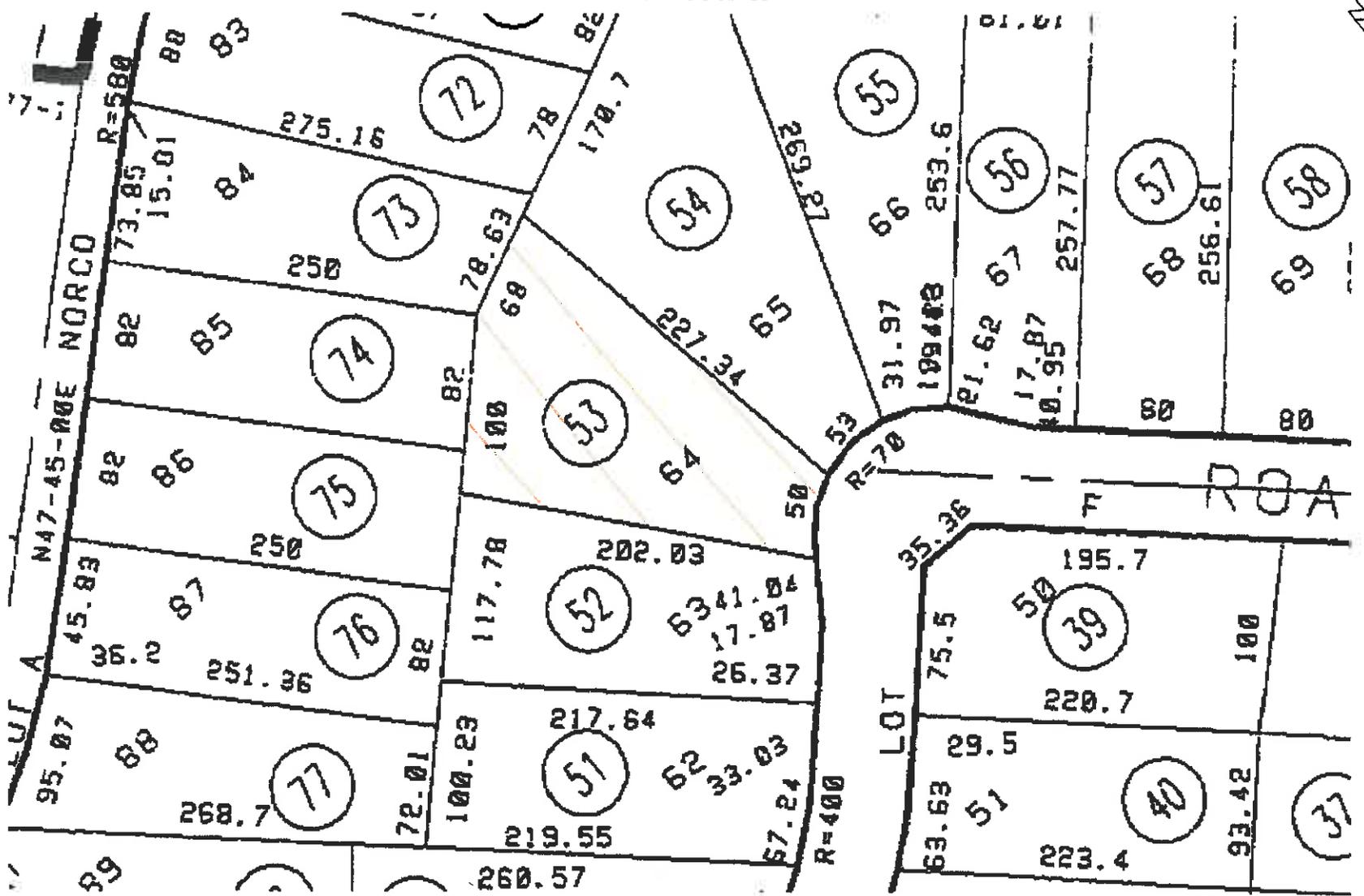


Exhibit "B"

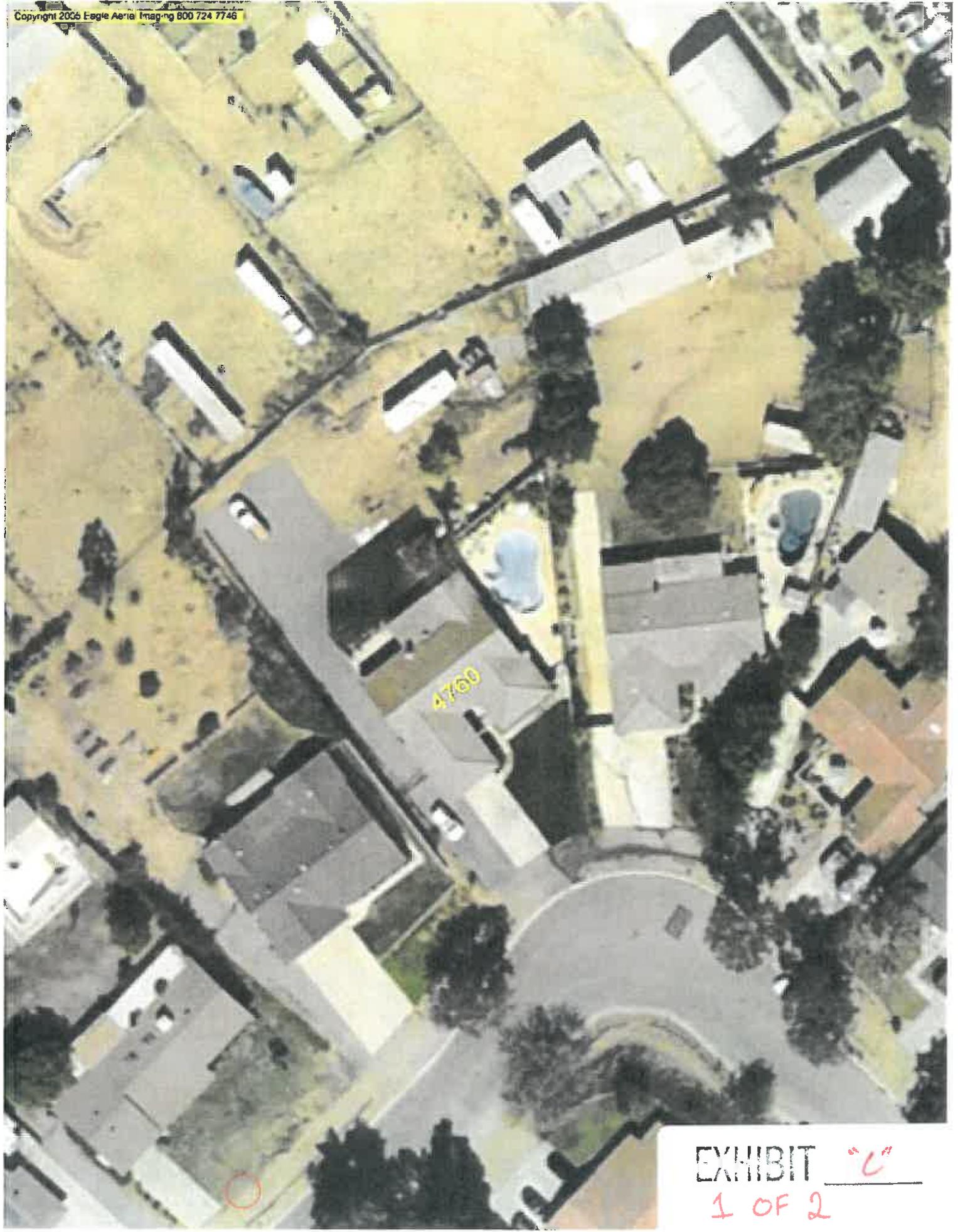


EXHIBIT "U"
1 OF 2

PHOTOS



Access to the back of the property



Approximate location of the proposed building



EXHIBIT "C"

OWNERS

KEN & DONNA WRYE
4760 ROUNDUP ROAD
NORCO CA. 92860

ASSESSOR PARCEL NO
121-310-053

LEGAL DESCRIPTION
LOT 64 MB 082/019 TR. 5777-1

ZONING
A120M

NON-FIRE
SPRINKLERS

CONSTRUCTION
TYPE VB

OCCUPANCY - U

ONE STORY

METAL BLDG W/ METAL ROOF
2000 S.F.
OVERALL HATE HIGH END OF BLDG
APPROXIMATE 19'-8" 20'-0" MAX.
ALLOWED

LOT SIZE 22,487 S.F.

OPEN ANIMAL KEEPING AREA
576 X 5 ANIMALS = 2880 S.F. REAR
2880 S.F. PROVIDED

PLANNING DEPT
REV CONNECTIONS
DFS 4/5/16
PLANNING DEPT
REV
DFS 4/25/16

DALE SESSIONS

DATE

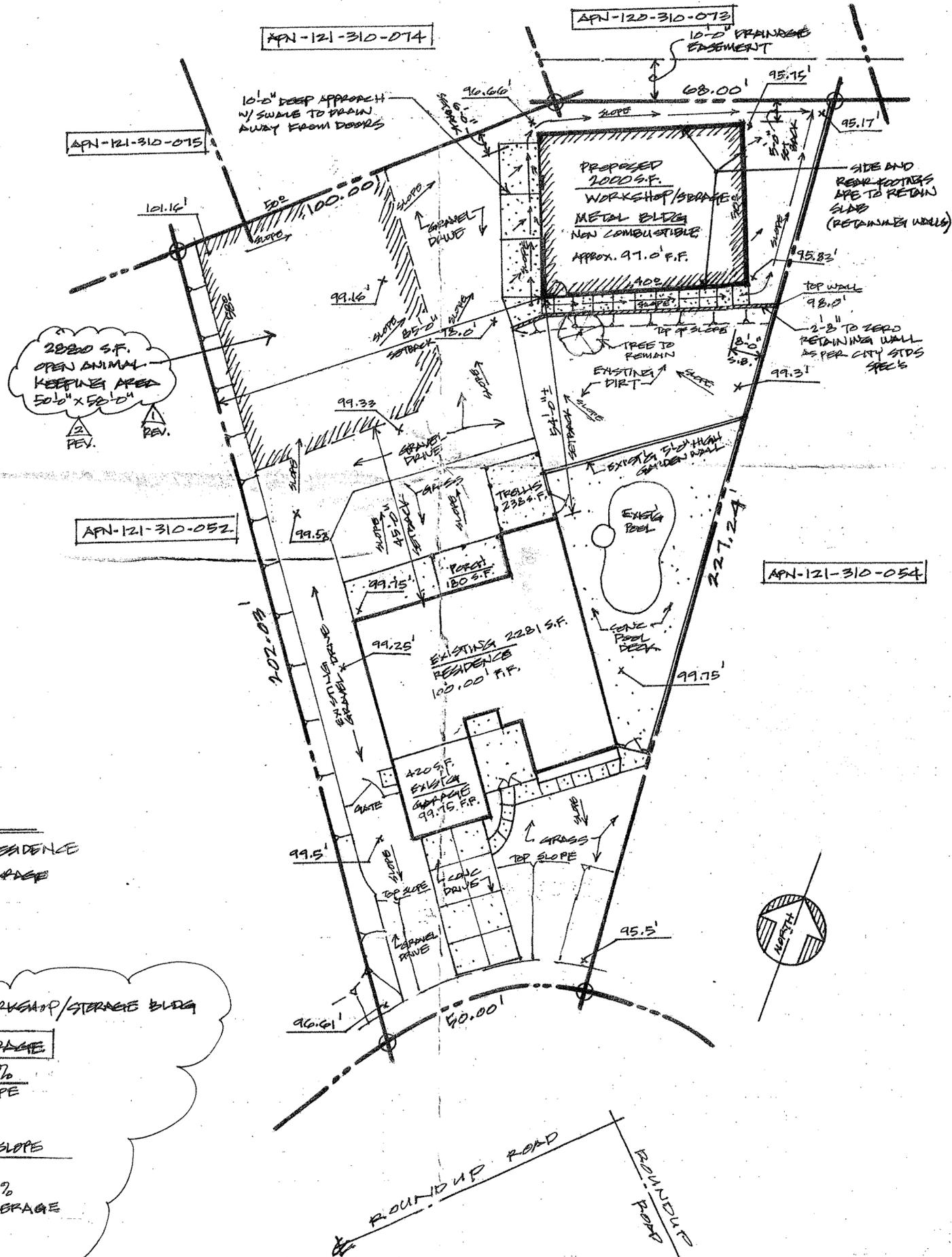
PLANS PREPARED BY:
DALE SESSIONS
P.O. BOX 5980
NORCO CA, 92860
(951) 279-1362

ANY PARTY ACCEPTING THIS DOCUMENT DOES SO
IN CONFIDENCE AND AGREES THAT ALL IDEAS,
INFORMATION OR DESIGNS PRESENTED ARE THE
PROPERTY OF DALE SESSIONS AND SHALL NOT
BE DISCLOSED TO OTHERS IN WHOLE OR IN PART NOR
DUPLICATED TO OTHERS WITHOUT THE CONSENT
OF DALE SESSIONS

DETACHED WORKSHOP
WRYE RESIDENCE
4760 ROUNDUP ROAD
NORCO CA, 92860

JOB# 2016-02
SCALE: AS SHOWN
DATE: 2-12-2016
DRAWN BY: DFS

SHEET
1A
SHT 2 OF 2 SHTS



LOT COVERAGE

2281 S.F. EXISTING RESIDENCE
420 S.F. EXISTING GARAGE
180 S.F. PORCH
238 S.F. TRELLIS
1100 S.F. POOL
4219 S.F. TOTAL

2000 S.F. PROPOSED WORKSHOP/STORAGE BLDG

6219 S.F. TOTAL COVERAGE

APPROX. 2500 S.F. OVER 4%
SLOPE

22,487
- 2500
19,987 S.F. UNDER 4% SLOPE

19,987 S.F. / 6219 S.F. = 31%
LOT COVERAGE

SITE PLAN

1" = 20'-0"

EXHIBIT "D"
4-26-2016

TYPE 1: 6" TOE

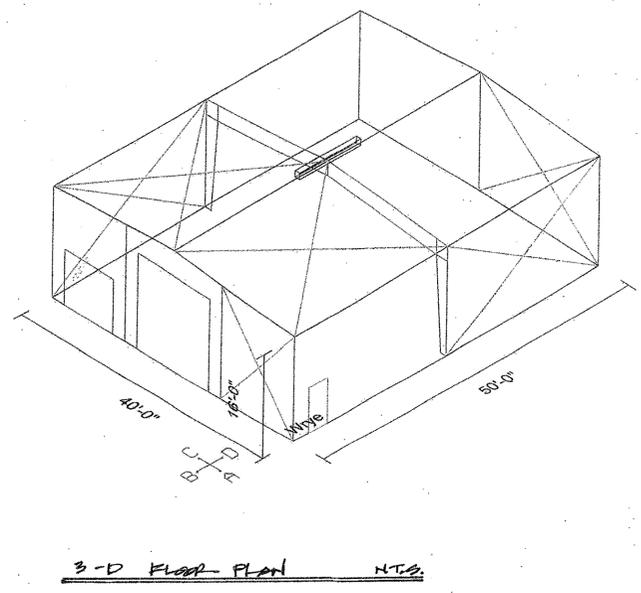
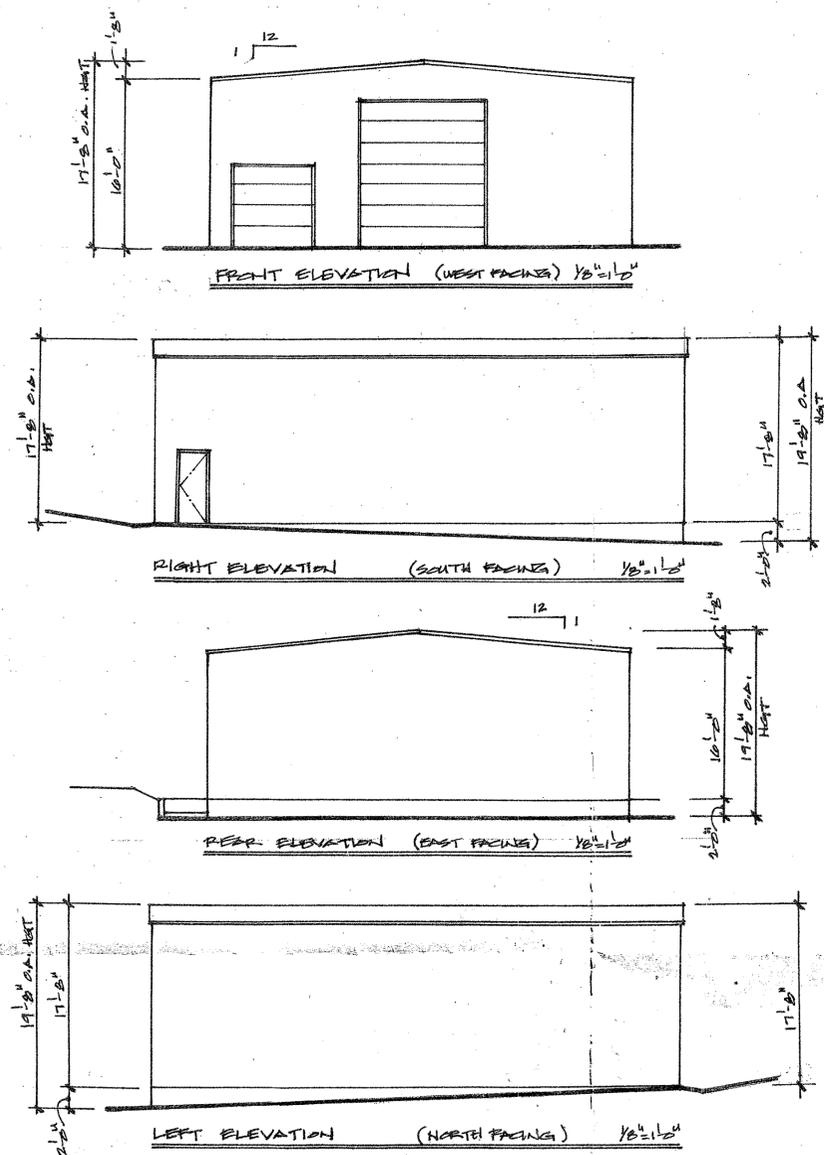
TYPE 2: 6" HEEL

| REBAR CONDITION | MAX. HEIGHT | REINFORCEMENT | REINFORCEMENT | REINFORCEMENT | REINFORCEMENT |
|------------------------------|----------------|---------------|---------------|---------------|---------------|
| CONCRETE WALL AT TOP OF WALL | 4'-1" to 6'-0" | N/R | #4 @ 18" | #4 @ 24" | #4 @ 18" |
| UP TO 3'-0" | N/R | N/R | #4 @ 24" | #4 @ 24" | #4 @ 24" |
| CONCRETE WALL AT TOP OF WALL | 4'-1" to 6'-0" | N/R | #4 @ 24" | #4 @ 24" | #4 @ 24" |
| UP TO 3'-0" | N/R | N/R | #4 @ 24" | #4 @ 24" | #4 @ 24" |

DISCLAIMER:
ALTERNATE RETAINING WALL DESIGNS MAY BE POSSIBLE WHEN PROVIDED WITH AN ENGINEERED ANALYSIS. USE OF THIS STANDARD DESIGN IS AT THE USER'S RISK AND CARRIES NO IMPLIED OR INFERRED GUARANTEE AGAINST FAILURE OR DEFECTS.

WESTERN RIVERSIDE COUNTY CODE UNIFORMITY PROGRAM
CITY OF NORCO
BUILDING DEPARTMENT
RETAINING WALLS

(951) 270-5616 2870 CLARK AVE
NORCO CA, 92860
FAX (951) 270-5640 01/08/2007 RETWALL.PDW.102 PAGE 1 OF 2



GENERAL NOTES:

- ALL WORK SHALL CONFORM TO THE ADOPTED CODES AND ZONING REGULATIONS.
- CONCRETE BLOCK MASONRY SHALL COMPLY WITH THE FOLLOWING:
 - CONCRETE MASONRY SHALL CONFORM TO ASTM C90, GRADE-N.
 - MORTAR: TYPE M OR S.
 - GROUT ALL CELLS W/ 2000 PSI PORTLAND CEMENT GROUT.
- THE ULTIMATE COMPRESSIVE STRENGTH REQUIRED FOR FOUNDATION CONCRETE SHALL BE 2500 PSI.
- ALL REINFORCING STEEL SHALL BE INTERMEDIATE GRADE ASTM A615-40 AND OVERLAP SPLICES SHALL BE 40 BAR DIAMETERS MINIMUM. ALL REBAR HOOKS SHALL BE A MINIMUM OF 12 TIMES THE REBAR DIAMETER (12bd) IN LENGTH.
- PROVIDE RETAINING WALL DRAINAGE SYSTEM AS FOLLOWS:
PROVIDE 1 CF/FT OF CLEAN COARSE GRAVEL WITH 4" DIAMETER PERFORATED PVC DRAINAGE PIPE WITH 1% GRADIENT TO DRAIN - OR OMIT HEAD JOINTS IN FIRST COURSE.
- OPTIONAL: INSTALLATION OF A MOISTURE BARRIER ON THE FILL SIDE OF THE WALL WILL HELP TO PREVENT MOISTURE FROM PENETRATING THE VISIBLE SIDE OF THE WALL, RESULTING IN DISCOLORATION.
- THIS RETAINING WALL STANDARD IS NOT DESIGNED TO SUPPORT SURCHARGE LOADS FROM MOTOR VEHICLES OR OTHER STRUCTURES.
- CLEANOUTS SHALL BE PROVIDED FOR ALL GROUT POURS OVER 5 FEET IN HEIGHT. WHERE REQUIRED, CLEANOUTS SHALL BE PROVIDED IN THE BOTTOM COURSE AT EVERY VERTICAL BAR AND SHALL BE SEALED AFTER INSPECTION AND BEFORE GROUTING.

REQUIRED INSPECTIONS:

- FOOTING:**
EXCAVATION TRENCH CLEAN WITH STEEL IN PLACE AND SUPPORTED 3" ABOVE AND AWAY FROM THE SURROUNDING EARTH/DIRT.
- REBAR/PRE-GROUT AND DRAINAGE SYSTEM:**
BOND BEAM REBAR AND VERTICAL REBAR IN PLACE - INSPECTION PRIOR TO PLACING GROUT. DRAINAGE SYSTEM COMPLETE.
- FINAL:**
AFTER GROUT IS PLACED AND BACKFILL COMPLETED - PRIOR TO ANY DECORATIVE CAP PLACEMENT.

SETBACK FROM TOP OF SLOPE:

ALL FOOTINGS ADJACENT TO SLOPES TO BE AT LEAST 5' TO DAYLIGHT AS SHOWN BELOW.

DESIGN PARAMETERS:

ACTIVE SOIL PRESSURE (PSF) = 30
LEVEL BACKFILL = 1.3
SLOPING (2:1 MAX) = 1.50
PASSIVE SOIL BEARING (PSF) = 0.25
COEFFICIENT OF FRICTION = 1500
ALLOWABLE SOIL BEARING PRESSURE (PSF) = 1500
(NO INCREASES TAKEN FOR DEPTH OR WIDTH OF FOOTING)

DISCLAIMER:
ALTERNATE RETAINING WALL DESIGNS MAY BE POSSIBLE WHEN PROVIDED WITH AN ENGINEERED ANALYSIS. USE OF THIS STANDARD DESIGN IS AT THE USER'S RISK AND CARRIES NO IMPLIED OR INFERRED GUARANTEE AGAINST FAILURE OR DEFECTS.

WESTERN RIVERSIDE COUNTY CODE UNIFORMITY PROGRAM
CITY OF NORCO
BUILDING DEPARTMENT
RETAINING WALLS

(951) 270-5616 2870 CLARK AVE
NORCO CA, 92860
FAX (951) 270-5640 01/08/2007 RETWALL.PDW.102 PAGE 2 OF 2

OWNERS
KEN & DONNA WRYE
4760 ROUNDUP ROAD
NORCO CA. 92860

APPROX. PARCEL NO
121-310-052

LEGAL DESCRIPTION
LOT 64 MB 082/019 TR 5777-1

ZONING
A120 M

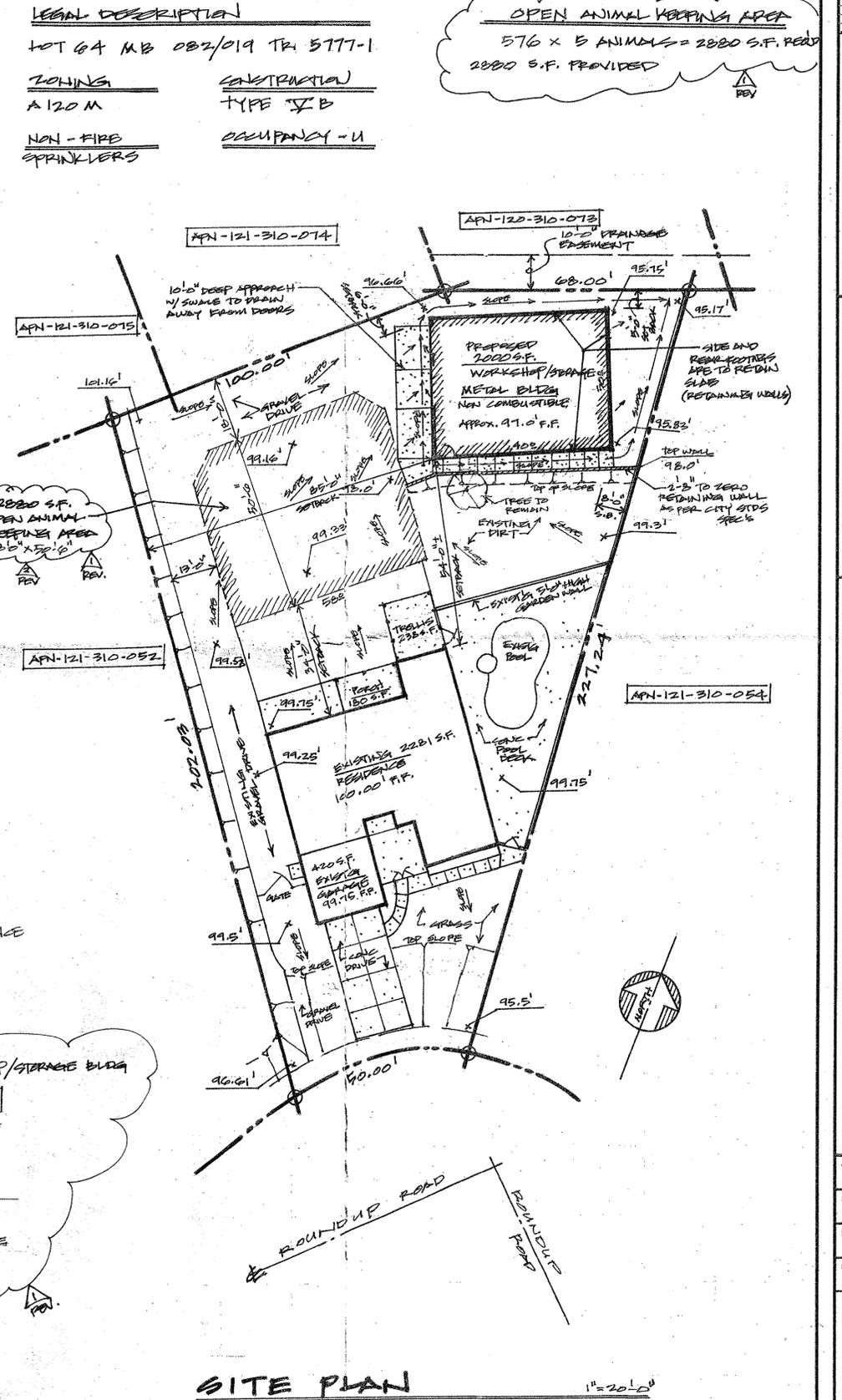
NON-FIRE SPRINKLERS

CONSTRUCTION TYPE
TYPE I B

OCCUPANCY
- U

ONE STORY
METAL BLEED W/ METAL ROOF
2000 S.F.
OVERALL HATE HIGH END OF BLEED APPROXIMATE 19'-2" MAX. ALLOWED

LOT SIZE 22,487 S.F.



PLANNING DEPT
REV CORRECTIONS
DES 4/5/16
APPROVED
DPS 4/25/16

DATE

PLANS PREPARED BY:
DALE SESSIONS
P.O. BOX 5980
NORCO CA, 92860
(951) 279-1362

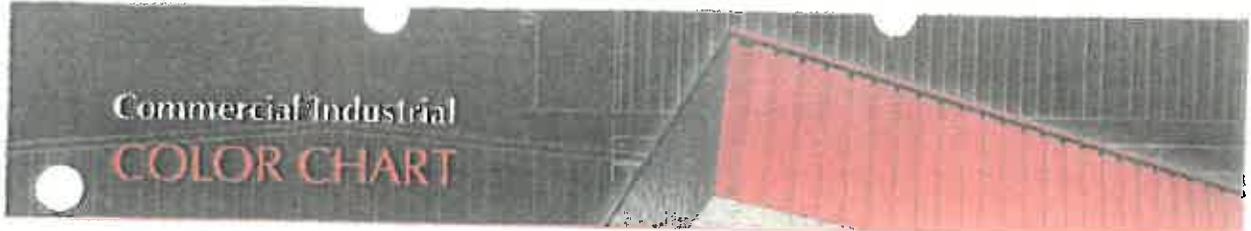
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DETACHED WORKSHOP
WRYE RESIDENCE
4760 ROUNDUP ROAD
NORCO CA, 92860

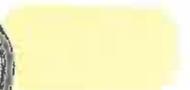
JOB# 2016-02
SCALE: AS SHOWN
DATE: 2-12-2016
DRAWN BY: DFB

SHEET
1

SHT 1 OF 2 SHTS

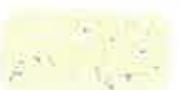


SIGNATURE 200 Standard Colors

| | | | |
|---|---|--|--|
|  SANDALWOOD BLUE SR 22 SR 22 |  CHIMNEY RED SR 21 SR 21 |  TEAL GREEN SR 22 SR 22 |  BURNISHED SLATE SR 21 SR 21 |
|  CHARCOAL GRAY SR 24 SR 24 |  POLAR WHITE SR 24 SR 24 |  RUSTIC RED SR 24 SR 24 |  LIGHT BROWN SR 24 SR 24 |
|  COBALT BLUE SR 24 SR 24 |  SOLAR WHITE SR 24 SR 24 | | |

Handwritten notes:
 - A large circle around the Polar White swatch with the text "Ash Gray for Walls".
 - A circle around the Rustic Red swatch with the text "for Roof & Doors".

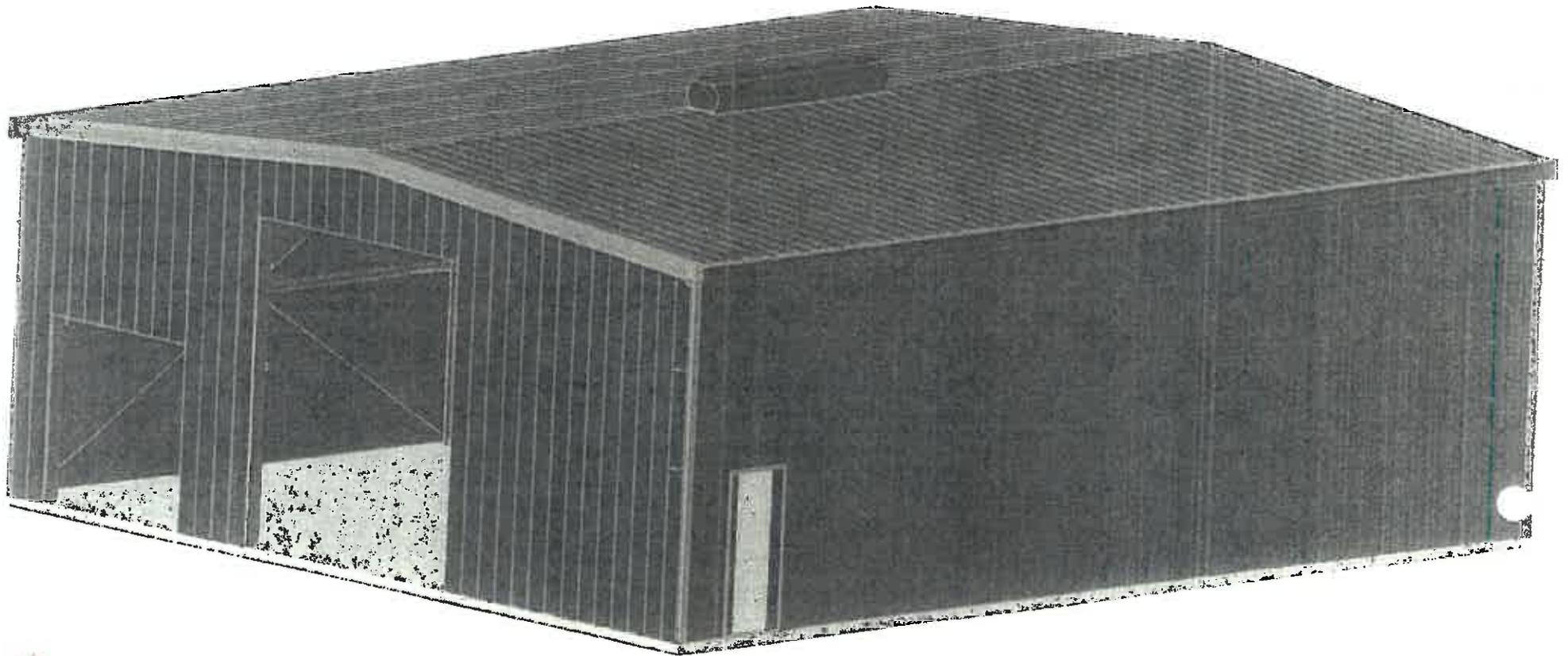
SIGNATURE 300 Premium Colors

| | | | |
|---|--|--|--|
|  SANDALWOOD BLUE SR 22 SR 22 |  SNOW WHITE SR 24 SR 24 |  SLATE GRAY SR 21 SR 21 |  ALMOND SR 24 SR 24 |
|  CLASSIC GREEN SR 22 SR 22 |  BROWNSTONE SR 21 SR 21 |  BRITE RED SR 21 SR 21 |  HARBOR BLUE SR 22 SR 22 |

For information on the colors shown in this chart, please contact your local distributor or call 1-800-854-3434. All colors are available in a variety of finishes and textures. For more information, please visit our website at www.ppg.com. All colors are subject to change without notice. © 2016 PPG Industries, Inc. All rights reserved.

EXHIBIT "E"
1 OF 2
2-17-2016





* This picture is for reference only to show type of building and general appearance. The proposed building will have ash grey walls and rustic red roofs and doors.

EXHIBIT "E"

1557 9-17-2016

- C. **Conditional Use Permit 2016-15 (Wrye):** A request for approval to allow a detached accessory building consisting of a 2,000 square-foot workshop/storage building at 4760 Roundup Road located within the A-1-20 (Agricultural Low Density) Zone. **Recommended Action: Approval** (Senior Planner)

Senior Planner Robles presented the staff report on file in the Planning Department. She provided an overview of a previous presentation, which was denied without prejudice by the Commission, directing the applicant to modify the plan based on concerns that access to the structure crossed over the proposed location of the required open animal keeping area. The applicant has not moved the location of the building, but revised the plans that now show two options for access.

Vice Chair Leonard wanted clarification if the PAKA was up against the back fence and its turning radius at 25 feet. Planner Robles confirmed that was correct.

Member Jaffarian interjected and pointed out that the plan indicates a 35-foot turning radius.

Chair Hedges OPENED the public hearing, indicating that proper notification had been made and asked for the appearance of those wishing to speak. With no one wishing to speak, Chair Hedges CLOSED the public hearing, bringing the discussion back to the Commission

Vice Chair Leonard preferred sheet one best, adding a condition of keeping the distance at 35 feet.

Member Azevedo concerned that the lot is being destroyed, he would like to see another option for an animal keeping area.

Member Rigler concerned with the accessory building location and would allow the animal keeping area to be cemented in.

Member Jaffarian recalled reviewing this project at the last meeting, and thought more options had been given; adding that the current proposed usage is not an ideal situation for animal keeping. This project was already denied once, without prejudice, therefore the applicant can appeal to the City Council.

Chair Hedges expressed concern with the animal keeping area being used as turn-around for motorhome.

M/S JAFFARIAN/LEONARD to deny Resolution 2016-28, to approve Conditional Use Permit 2016-15, to allow a detached accessory building consisting of a 2,000 square-foot workshop/storage building at 4760 Roundup Road; the motion was carried by the following roll call vote:

AYES: HEDGES, LEONARD, AZEVEDO, JAFFARIAN, RIGLER
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

EXHIBIT "F"