



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

**Wednesday, November 2, 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 matters:

CLOSED SESSION:

§54956.8 - Conference with Real Property Negotiation:

Property: APNs 119-202-015, 119-202-022

City Negotiator: City Manager Andy Okoro

Under Negotiation: Price and Terms

§54956.9(c) – Conference with Legal Counsel – Potential Litigation

One Case

§54957– Performance Evaluation

Title: City Attorney

RECONVENE PUBLIC SESSION: 7:00 p.m.

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

PLEDGE OF ALLEGIANCE: Cub Scout Pack 542

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

PRESENTATIONS: Riverside County Sheriff's Department 21st Annual K9 Trials

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 Joint Study Session and Regular Meeting Minutes of October 19, 2016. **Recommended Action: Approve the City Council study session and regular meeting minutes.** (City Clerk)
 - B. Procedural Step to Approve Ordinance after Reading of Title Only. **Recommended Action: Approval** (City Clerk)
 - C. Acceptance of Proposal and Award of Performance Services Contract for On-Call Street Striping and Pavement Marking Services. **Recommended Action: Accept the proposal submitted for performance services to provide annual on-call street striping and pavement marking services, award a multi-year contract to Orange County Striping Service, Inc. located in Orange, California, and authorize the City Manager to execute the contract in the amount not to exceed \$70,000.** (Director of Public Works)
 - D. Acceptance of Bid for Purchase of 2,000 Acre-Feet of Local Excess Carry-Over Storage Water in Chino Basin. **Recommended Action: Approve the bid from Fontana Water Company to purchase 2,000 acre-feet of Norco's Local Excess Carry-Over Storage water in Chino Basin in the amount of \$1,009,800.** (Director of Public Works)
 - E. Acceptance of Multiple Vendor Bids to Provide Waterworks Parts Supplies. **Recommended Action: Accept the bids submitted by Ferguson Waterworks, Dangelo Company, and HD Supply to provide waterworks parts supplies and authorize the City Manager to execute multiple purchase orders in a not-to-exceed cumulative amount of \$150,000 for Fiscal Year 2016-2017.** (Director of Public Works)
3. **ITEM(S) PULLED FROM CITY COUNCIL CONSENT CALENDAR**
4. **PUBLIC COMMENTS:** *This is the time when persons in the audience wishing to address the City Council regarding matters not on the agenda may speak. Please complete the speaker card in the back of the room and present it to the City Clerk so that you may be recognized.*

5. PUBLIC HEARINGS:

- A. **Ordinance No. 1008, First Reading.** A request to amend Chapter 6.42 “Municipal Refuse Collection Service” of the Norco Municipal Code to include a definition of scavenging and to prohibit and enforce scavenging from and tampering with public containers. Code Change 2016-05. (Director of Public Works)

Scavenging is the unauthorized collection, removal, or possession of refuse or recyclable material that is placed in residential or commercial collection containers, or any permanent or temporary receptacles utilized at special events and large venue events, by any person or entity other than the owner, the City or a City-authorized waste hauler.

Recommended Action: Adopt Ordinance No. 1008 for first reading and schedule the second reading for November 16, 2016.

- B. **Ordinance No. 1009, First Reading.** A Request to Amend Chapter 6.24, “Abandoned Vehicles” of the Norco Municipal Code to Include Definitions Thereof. Code Change 2016-06. (Planning Director)

Chapter 6.24 “Abandoned Vehicles” addresses the accumulation and storage of abandoned, wrecked, dismantled, or inoperative vehicles or parts thereof on private property. This ordinance, however, uses but does not define the significant elements of what makes a vehicle(s) fall under one of these categories. It is important that these definitions are in place to avoid conflicting interpretations by residents, enforcement officers, and the City.

Recommended Action: Adopt Ordinance No. 1009 for first reading and schedule the second reading for November 16, 2016.

- C. **Ordinance No. 1010, First Reading.** Specific Plan 85-01, Amendment 8: A request to amend the Auto Mall Specific Plan amending the architectural and design standards. (Planning Director)

Amendment 8 to the Auto Mall Specific Plan proposes changes to the architectural standards and procedures to reflect how development has transpired in the Auto Mall since the specific plan was first adopted and to allow corporate design requirements of new car dealerships where those designs are inconsistent with the early California Spanish theme that is currently required in the Auto Mall Specific Plan. On October 12, 2016, the Planning Commission reviewed this project and recommended approval.

Recommended Action: Adopt Ordinance No. 1010 for first reading and schedule the second reading for November 16, 2016.

6. APPEAL HEARING:

- A. Conditional Use Permit 2015-06 (Duarte): An appeal of the Planning Commission's denial of a request for approval to allow a detached accessory building consisting of a 1,250 square-foot storage building at 5060 Pinto Place located within the A-1-20 (Agricultural Low Density) Zone. (Planning Director)

The request for Conditional Use Permit (CUP) 2015-06 was denied by the Planning Commission on September 14, 2016. The project was denied without prejudice 5-0, with the condition that the applicant re-submit within six months, with a geo-technical and drainage report and with plans that show an open animal keeping area that does not have to be driven over to access the subject building. This decision was appealed by City Council.

7. CITY COUNCIL / CITY MANAGER / STAFF COMMUNICATIONS:

ADJOURNMENT

In compliance with the Americans with Disabilities Act, any person with a disability who requires a modification or accommodation in order to participate in this meeting, please contact the City Clerk's office, (951) 270-5623, at least 48 hours prior to the meeting to make reasonable arrangements to ensure accessibility. Staff reports are on file in the City Clerk's Office. Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be available for public inspection at the City Clerk's Counter in City Hall located at 2870 Clark Avenue during normal business hours. The meeting is recorded.



**CITY OF NORCO
CITY COUNCIL / HISTORIC PRESERVATION COMMISSION
PLANNING COMMISSION / PARKS AND RECREATION COMMISSION
STREETS, TRAILS AND UTILITIES COMMISSION
JOINT STUDY SESSION MINUTES
AB1234 ETHICS TRAINING**

**Wednesday, October 19, 2016
Norco City Hall, Conference Rooms A and B, 2870 Clark Avenue, Norco, CA 92860**

CALL TO ORDER:

4:00 p.m.

ROLL CALL:

City Council:

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

Historic Preservation Commission:

Matthew Potter, Chair, **Present**
Diane Stiller, Vice Chair, **Absent (online course)**
Patricia Overstreet, Commissioner, **Absent (online course)**
Mark Sawyer, Commissioner, **Present**
Teresa Edwards, Commissioner, **Present**

Planning Commission:

Robert Leonard, Chair, **Present**
John Rigler, Vice Chair, **Absent (online course)**
Patricia Hedges, Commissioner, **Present**
Philip Jaffarian, Commissioner, **Absent (online course)**
Danny Azevedo, Commissioner, **Absent**

Parks and Recreation Commission:

Geoff Kahan, Chair, **Absent (online course)**
Jennifer Gable, Vice Chair, **Absent**
Corinne Holder, Commissioner, **Absent (online course)**
Richard Hallam, Commissioner, **Present**
Melissa Woodward, Commissioner, **Absent**

Streets, Trails and Utilities Commission:

William Naylor, Chair, **Present**
Mike Thompson, Vice Chair, **Present**
Cathey Burt, Commissioner, **Absent (online course)**
James Turpin, Commissioner, **Absent**
Sherry Walker, Commissioner, **Present**

PLEDGE OF ALLEGIANCE:

Council Member Robin Grundmeyer

AB 1234 ETHICS EDUCATION:

City Attorney John Harper presented ethics training to all attendees.

ADJOURNMENT:

Mayor Bash adjourned the meeting at 5:15 p.m.

Cheryl L. Link, CMC, City Clerk

Item 2.A. – City Council Regular Meeting Minutes of October 19, 2016

The minutes were not completed in time for distribution of the City Council agenda packets. The minutes will be e-mailed and delivered to you this weekend.

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: November 2, 2016

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

RECOMMENDATION: Accept the proposal submitted for performance services to provide Annual On-Call Street Striping and Pavement Marking Services, award a multi-year contract to Orange County Striping Service, Inc. located in Orange, California, and authorize the City Manager to execute the contract in the amount not to exceed \$70,000 annually.

SUMMARY: On July 6, 2016, Superior Pavement Markings, Inc. was rated as the most qualified candidate to provide street striping services and was awarded a multi-year on-call street striping and pavement marking services contract (ending June 30, 2019) in the amount not-to-exceed \$70,000 annually. However, the City has since terminated the contract with Superior Pavement Markings, Inc. and staff now requests the City authorize a new multi-year contract (ending June 30, 2019) to the next qualified contractor Orange County Striping Service, Inc. in the amount not-to-exceed \$70,000 annually.

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

On July 6, 2016, the City Council accepted the proposal from Superior Pavement Markings, Inc., and authorized the City Manager to execute the multi-year contract ending June 30, 2019. However, the first striping project assigned to Superior Pavement Markings, Inc. was plagued with quality control and onsite supervisory issues and the City has since elected to terminate the contract with Superior Pavement Markings, Inc. as permitted in the contract language.

Staff is now requesting the City authorize a new multi-year contract (ending June 30, 2019) to the next qualified contractor Orange County Striping Service, Inc. in the amount not-to-exceed \$70,000 annually. The City has used Orange County Striping Service, Inc. in previous projects and had been satisfied with the quality of work provided. Orange County Striping Service, Inc. is located in Orange, California and has been providing city street maintenance services for 48 years.

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

STRATEGIC PLAN IMPACT: This item is consistent and supports Strategic Direction #5 – Public Safety in the goal to “improve the quality of life by enhancing public safety services”.

Attachments: Proposal
 Agreement

CITY OF NORCO

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

PROPOSER'S PROPOSAL

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

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

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

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

Independent Proposal

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

Contract Period

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

Information Required of Proposer

Number of years as a Contractor in projects of this type: 48 years

Five projects of this type recently completed:

<u>Title of Project</u>	<u>Date Completed</u>	<u>Final Contract Amount</u>
(1) <u>Annual Striping</u>	<u>1-18-16</u>	<u>86,066.06</u>
(2) <u>Annual Restripe Laguna Niguel</u>	<u>6-29-15</u>	<u>28,316.94</u>

(3) <u>Striping & signage</u>	<u>5-9-16</u>	<u>25,926.37</u>
(4) <u>Annual Striping Contract</u>	<u>6-16-15</u>	<u>98414.35</u>
(5) <u>Maintenance Striping</u>	<u>3-24-16</u>	<u>39,999.70</u>

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

- (1) City of Arcadia 11800 Goldring Road Arcadia CA 626-574-5429
- (2) Charles Abbott 2751 La Paz Unit B Laguna Niguel CA 949-795-5221
- (3) City of Newport Beach PO Box 1768 Newport Beach CA 949-795-281
- (4) City of Brea 1 Civic Center Circle Brea CA 714-990-7695
- (5) City of Laguna Beach 505 Forest Avenue Laguna Beach CA 949-285-4338

Bid Bond (Not required with this project)

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

Withdrawal of Proposal

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

Designation of Subcontractors

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

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

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

Trade & Work to be Done:

Removal

% of Work to be Performed:

To Be Determined

Name of Subcontractor:

International Sweeping Inc

Address/City:

5160 Troth Street Miraloma CA 91752

Similar Work Experience:

removals + sweeping

Trade & Work to be Done:

% of Work to be Performed:

Name of Subcontractor:

Address/City:

Similar Work Experience:

Trade & Work to be Done:

% of Work to be Performed:

Name of Subcontractor:

Address/City:

Similar Work Experience:

Trade & Work to be Done:

% of Work to be Performed:

Name of Subcontractor:

Address/City:

Similar Work Experience:

Trade & Work to be Done:

% of Work to be Performed:

Name of Subcontractor:

Address/City:

Similar Work Experience:

Proposal Schedule

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

Owner's Rights

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

Contract Documents

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

Proposer acknowledges receipt of the following Addenda:

_____	Dated: _____

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

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

ITEM	QUANTITY	UNIT	DESCRIPTION OF ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES
1.	1 - 1,000	LF	4" Skip Yellow/White Stripe (paint), at	\$ 1.17
	1,001 - 5,000		One dollar seventeen cents Thirty one cents	\$.31
	Over 5,000		Twenty five cents	\$.25
			per Linear Foot	
2.	1 - 1,000	LF	4" Solid Yellow/White Stripe (paint), at	\$ 1.24
	1,001 - 5,000		One dollar twenty four cents Thirty five cents	\$.35
	Over 5000		Thirty four cents	\$.34
			per Linear Foot	
3.	1 - 1,000	LF	8" Skip Yellow/White Stripe (paint), at	\$ 1.20
	1,001 - 5,000		One dollar twenty cents Thirty one cents	\$.31
	Over 5,000		Twenty four cents	\$.24
			per Linear Foot	
4.	1 - 1,000	LF	8" Solid Yellow/White Stripe (paint), at	\$ 1.29
	1,001 - 5,000		One dollar twenty nine cents Forty cents	\$.40
	Over 500		Thirty three cents	\$.33
			per Linear Foot	
5.	1 - 1,000	LF	Broken Double Yellow Stripe (paint), at	\$ 1.27
	1,001 - 5,000		One dollar twenty seven cents Sixty eight cents	\$.38
	Over 5,000		Thirty cents	\$.30
			per Linear Foot	

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6.	1 - 1,000 1,001 - 5,000 Over 5,000	LF	Double Yellow Stripe (paint), at One dollar thirty one cents Forty two cents Thirty five cents per Linear Foot	\$ <u>1.31</u> \$ <u>.42</u> \$ <u>.35</u>
7.	1 - 250 251 - 500 Over 500	LF	12" Solid Crosswalk White/Yellow Stripe (paint), at Twenty three dollars Two dollars sixty cents One dollar ninety five cents per Linear Foot	\$ <u>23.00</u> \$ <u>2.60</u> \$ <u>1.95</u>
8.	1	EA	"Keep Clear" Legend (paint) at sixty two dollars Each	\$ <u>62.00</u>
9.	1	EA	"Shared Bike Lane" Marking (paint), at thirty eight dollars Each	\$ <u>38.00</u>
10.	1	EA	"Stop Ahead" Legend (paint), at sixty two dollars Each	\$ <u>62.00</u>
11.	1	EA	"Signal Ahead" Legend (paint), at sixty five dollars Each	\$ <u>65.00</u>
12.	1	EA	"Slow School Xing" Legend (paint), at One hundred eighteen dollars Each	\$ <u>118.00</u>

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ITEM	QUANTITY	UNIT	DESCRIPTION OF ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES
13.	1	EA	"Bike Lane" Legend (paint), at <u>Forty three</u> <u>dollars</u> Each	\$ 43.00
14.	1	EA	"Stop and Bar" Legend (paint), at <u>Forty three</u> <u>dollars</u> Each	\$ 43.00
15.	1	EA	Type I Arrow - 10 ft (paint), at <u>Seventeen dollars</u> Each	\$ 17.00
16.	1	EA	Type IV Arrow (paint), at <u>Eighteen dollars</u> Each	\$ 18.00
17.	1	EA	Type VI Arrow (paint), at <u>Fifty dollars</u> Each	\$ 50.00
18.	1	EA	Type VII Arrow (paint), at <u>Forty six</u> <u>dollars</u> Each	\$ 46.00
19.	1	EA	Misc. Letter (paint), at <u>Eleven dollars</u> Each	\$ 11.00
20.	1	EA	Install Raised Pavement Marker, at <u>Four dollars</u> <u>twenty five cents</u> Each	\$ 4.25

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ITEM	QUANTITY	UNIT	DESCRIPTION OF ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES
21.	1 - 250	LF	Remove Striping or Markings (paint), at	<u>34.65</u>
	251 - 500		<u>6.08</u>	
	Over 500		<u>4.65</u>	
per Linear Foot				
22.	1 - 1,000	LF	4" Skip Yellow/White Stripe (Thermoplastic), at	<u>1.94</u>
	1,001 - 5,000		<u>.56</u>	
	Over 5,000		<u>.35</u>	
per Linear Foot				
23.	1 - 1,000	LF	4" Solid Yellow/White Stripe (Thermoplastic), at	<u>2.21</u>
	1,001 - 5,000		<u>.79</u>	
	Over 5,000		<u>.58</u>	
per Linear Foot				
24.	1 - 1,000	LF	8" Skip Yellow/White Stripe (Thermoplastic), at	<u>2.01</u>
	1,001 - 5,000		<u>.59</u>	
	Over 5,000		<u>.38</u>	
per Linear Foot				
25.	1 - 1,000	LF	8" Solid Yellow/White Stripe (Thermoplastic), at	<u>2.54</u>
	1,001 - 5,000		<u>1.12</u>	
	Over 5,000		<u>.91</u>	
per Linear Foot				

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ITEM	QUANTITY	UNIT	DESCRIPTION OF ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES
26.	1 - 1,000 1,001 - 5,000 Over 5,000	LF	Broken Double Yellow Stripe (Thermoplastic), at Two dollars twenty nine cents Eighty seven cents Sixty six cents per Linear Foot	\$ <u>2.29</u> \$ <u>.87</u> \$ <u>.66</u>
27.	1 - 1,000 1,001 - 5,000 Over 5,000	LF	Double Yellow Stripe (Thermoplastic), at Two dollars fifty four cents One dollar twelve cents Ninety one cents per Linear Foot	\$ <u>2.54</u> \$ <u>1.12</u> \$ <u>.91</u>
28.	1 - 250 251 - 500 Over 500	LF	12" Solid Crosswalk White/Yellow Stripe (Thermoplastic), at Nineteen dollars seventy seven cents Four dollars fifty five cents Three dollars forty seven cents per Linear Foot	\$ <u>19.77</u> \$ <u>4.55</u> \$ <u>3.47</u>
29.	1	EA	"Keep Clear" Legend (Thermoplastic), at Two hundred dollars Each	\$ <u>200.00</u>
30.	1	EA	"Shared Bike Lane" Marking (Thermoplastic), at Seventy seven dollars Each	\$ <u>77.00</u>
31.	1	EA	"Stop Ahead" Legend (Thermoplastic), at Two hundred dollars Each	\$ <u>200.00</u>

PROPOSAL BID SHEET
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ITEM	QUANTITY	UNIT	DESCRIPTION OF ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES
32.	1	EA	"Signal Ahead" Legend (Thermoplastic) at <u>Two</u> <u>hundred dollars</u> Each	\$ 200.00
33.	1	EA	"Slow School Xing" Legend (Thermoplastic) at <u>Three hundred</u> <u>seventy five dollars</u> Each	\$ 375.00
34.	1	EA	"Bike Lane" Legend (Thermoplastic), at <u>Seventy</u> <u>five dollars</u> Each	\$ 75.00
35.	1	EA	"Stop and Bar" Legend (Thermoplastic), at <u>One hundred</u> <u>forty dollars</u> Each	\$ 140.00
36.	1	EA	Type I Arrow - 10 ft (Thermoplastic), at <u>Forty</u> <u>three dollars</u> Each	\$ 43.00
37.	1	EA	Type IV Arrow -(Thermoplastic), at <u>Forty five</u> <u>dollars</u> Each	\$ 45.00
38.	1	EA	Type VI Arrow (Thermoplastic, at <u>One hundred</u> <u>dollars</u> Each	\$ 100.00
39.	1	EA	Type VII Arrow (Thermoplastic), at <u>Eighty six</u> <u>dollars</u> Each	\$ 86.00

**PROPOSAL BID SHEET
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ITEM	QUANTITY	UNIT	DESCRIPTION OF ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES
40.	1	EA	Misc. Letter (Thermoplastic), at <u>Twenty five</u> <u>dollars</u> Each	\$ <u>25.00</u>
41.	1 - 500	LF	Remove Striping or Markings (Thermoplastic), at <u>Eighteen dollars ten cents</u>	\$ <u>18.10</u>
	501 - 1,000		<u>Three dollars forty six cents</u>	\$ <u>3.46</u>
	Over 1,000		<u>Two dollars eleven cents</u>	\$ <u>2.11</u>
			Linear Feet	

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

Orange County Striping Service, Inc.
Kim Patterson 714-639-4550
Bidders Name and Telephone Number

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

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

PROPOSAL SELECTION

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

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

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

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

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

Proposer: Orange County Striping Service Inc

By: Kim Patterson — 183 N Pixley St
Signature Business Street Address

Kim Patterson Orange CA 92868
Type or Print Name City, State and Zip Code

President/Secretary 714-639-4550
Title Telephone Number

Proposer's/Contractor's State of Incorporation California

Partners or Joint Ventures: N/A

N/A

Proposer's License Number(s) 346095 exp 3/31/2017

PROPOSAL FOR THE
CITY OF NORCO

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

PROPOSAL SCHEDULE

Anti-Trust Claim

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

Corporate Acknowledgment

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

RESPECTFULLY SUBMITTED:

Signature: Kim Patterson

Address: 183 N Pixley Orange CA 92868

Kim Patterson President 5-23-16

Name Title Date

346095

Contractor's License No.

C32 C31

Type of License

95-3077158

Federal I.D. No.

03-31-2017

Expiration Date of License

(SEAL - if proposal is by a corporation)

Kim Patterson

714-639-4550

Telephone

ATTEST

714-639-6353

Fax Number

NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY PROPSEER AND SUBMITTED WITH PROPOSAL

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

STATE OF CALIFORNIA

COUNTY OF Orange

Kim Patterson
(Name of Affiant)

}
}
}

, being first duly sworn, deposes

and says that he/she is

President - Orange County Striping
(Name of Proposer)

the party making the foregoing proposal; that the proposal is not made in the interest of, or on behalf, of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price, or of that of any other proposer, or to fix any overhead, profit, or cost element of the proposal price or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Dated: May 23, 2016

Proposer: Orange County Striping Service Inc.

By:

Kim Patterson
(Signature)

Kim Patterson
(Typed Name)

CITY OF NORCO

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

FORM TO ACCOMPANY NONCOLLUSION AFFIDAVIT

State of California }
 }
County of Riverside }

On _____, 2016
before me, the undersigned notary public, personally
appeared _____.

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

(SEAL)

Signature of Notary

OPTIONAL	
CAPACITY(IES) CLAIMED BY SIGNER:	
<input type="checkbox"/>	Individual(s)
<input type="checkbox"/>	Corporate Officer(s):

<input type="checkbox"/>	Partner(s)
<input type="checkbox"/>	Attorney-in-Fact
<input type="checkbox"/>	Trustee(s)
<input type="checkbox"/>	Subscribing Witness
<input type="checkbox"/>	Guardian/Conservator
<input type="checkbox"/>	Other _____
SIGNER IS REPRESENTING:	
Name of person(s) or entity(ies)	

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

Title or type of document: _____

Number of pages: _____

Date of Document(s): _____

Signer(s) other than named above: _____

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED ABOVE

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 May 23, 2016 before me, Brittany Patterson, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kim Patterson
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 Brittany Patterson
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: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

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

Labor Code Certification

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

Dated: May 23, 2016

PROPOSER: Kim Patterson - President

Orange County Striping Service
Firm/Name Inc.

By Kim Patterson

By Robert Patterson - Vice President
Second Party

Robert Patterson

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

1. Parties and Date.

This Agreement is made and entered into this **2nd day of November, 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 **Orange County Striping Service, Inc.**, a corporation with its principal place of business at 183 N Pixley St., Orange, CA 92868 (hereinafter referred to as "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. Recitals.

2.1 Contractor.

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

2.2 Project.

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

3. Terms.

3.1 Scope of Services and Term.

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

3.1.2 Term. The terms of this Agreement shall be from November 2, 2016 to June 30, 2019, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

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

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

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

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

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

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

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

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

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

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

3.2.9 Insurance.

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

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

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

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

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

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

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

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

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

3.2.11 Bonds. (NOT APPLICABLE)

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

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

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

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

3.3 Fees and Payments.

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

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

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

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

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

Contractor:

**Orange County Striping Services, Inc.
183 N Pixley
Orange, CA 92868
Attention: Kim Patterson – President**

City:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6 Subcontracting.

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

Name of Contractor:

*By:

Signature

Name and Title

OWNER: CITY OF NORCO, a municipal corporation

*By:

Andy Okoro - City Manager

ATTEST:

Cheryl L. Link, CMC, City Clerk

APPROVED AS TO FORM:

John R. Harper, City Attorney

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

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

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

(see attachments)

CITY OF NORCO 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: November 2, 2016

SUBJECT: Acceptance of Bid for Purchase of 2,000 Acre-Feet of Local Excess Carry-Over Storage Water in Chino Basin

RECOMMENDATION: Approve the bid from Fontana Water Company to purchase 2,000 acre-feet of Norco's Local Excess Carry-Over Storage Water in Chino Basin in the amount of \$1,009,800.

SUMMARY: Staff is recommending the City Council approve the sale of 2,000 acre-feet of Norco's Local Excess Carry-Over Storage Water in Chino Basin to Fontana Water Company and authorize the City Manager to execute the purchase and transfer agreement.

BACKGROUND/ANALYSIS: The City of Norco is an appropriate pool member of the Chino Basin with annual operating safe yield pumping rights of about 200 acre-feet (AF) per year. However, due to groundwater contamination, Norco has not actively pumped water from the Chino Basin since 2005 and therefore has been accumulating its annual pumping rights into Norco's Local Excess Carry-Over Storage account. At this time, Norco has approximately 3,300 AF in Local Excess Carry-Over Storage. Since this storage can't be pumped due to well contamination the City is now considering selling a portion of the stored water to a Chino Basin member agency that can pump water from a potable groundwater well or needs the water for replenishment obligations. The current price for the purchase of replenishment water from the Chino Basin Watermaster is \$615 per AF, so staff anticipates any purchase of Norco's Local Excess Carry-Over Storage will be below the replenishment rate per AF.

As outlined in the Fiscal Year 2016-2017 budget presentation to City Council, the Water Fund is anticipating an operational deficit of nearly \$1,700,000 for the current fiscal year. Staff proposed two actions to offset this deficit: 1) transfer \$700,000 from the capital improvement fund to the operations and maintenance fund; and 2) attempt to generate a minimum of \$1,000,000 from the sale of Norco's Local Excess Carry-Over Storage to other Chino Basin member agencies.

On September 8, 2016, request for bids were submitted to multiple Chino Basin member agencies to seek interest in purchasing up to 2,000 acre-feet of Norco's Local Excess Carry-Over Storage water in the Chino Basin. Staff received one sealed bid

Agenda Item: 2.D.

from Fontana Water Company to purchase 2,000 acre-feet for \$504.90 per acre-foot (see attached bid sheet) for a total purchase price of \$1,009,800. Staff believes the offer price is reasonable based on past purchases by Fontana Water Company.

Staff is recommending the City Council approve the sale of 2,000 acre-feet of Norco's Local Excess Carry-Over Storage to Fontana Water Company and authorize the City Manager to execute the purchase and transfer agreement (see attached).

The signed water purchase and transfer agreement will be submitted to the Chino Basin Watermaster for review and approval from the appropriate pools/committees and then the Board prior to any final sale of water. This process usually takes about two months to complete.

FISCAL IMPACT: The sale of Local Excess Carry-Over Storage will add \$1,009,800 into the Water Fund and close the anticipated deficit for fiscal year 2016-17.

RELATIONSHIP TO STRATEGIC PLAN: The sale of stored water is consistent with Strategic Direction #3 - Financial Stability – "Assure financial stability by identifying new revenue sources and continuing prudent financial management".

Attachments: Bid Documents
Purchase Agreement



FONTANA WATER COMPANY

A DIVISION OF SAN GABRIEL VALLEY WATER COMPANY

15966 ARROW ROUTE • P.O. BOX 987, FONTANA, CALIFORNIA 92334 • (909) 822-2201

September 22, 2016

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

Subject: Bid for 2,000 Acre-Feet of City of Norco Local Excess
Carry-Over Storage in Chino Basin

Dear Mr. Chad Blais:

Enclosed is the original signed bid form from Fontana Water Company ("FWC") for purchase of the City of Norco's 2,000 acre-feet of local excess carry-over in storage in the Chino Basin. The bid price per acre-feet listed is 85% of the current Metropolitan Water District Tier 1 untreated rate and was recently used May of this year in a lease between FWC and a local city.

If the City of Norco is interested in selling all or a portion of its pumping rights within the Chino Basin or arranging a long-term lease agreement, Fontana Water Company would be greatly interested in working with you.

Please acknowledge receipt of this letter and enclosures by signing the enclosed cover letter copy, and returning it in the envelope provided. If you have any question or need additional information please contact me at (909) 201-7338.

Very truly yours,

Cristopher I. Fealy, P.E.
Water Resources Manager

CIF:bf
Enclosures

ACKNOWLEDGMENT

We hereby acknowledge receipt of this letter and enclosures.

CITY OF NORCO

By: _____

Title: _____

Date: _____



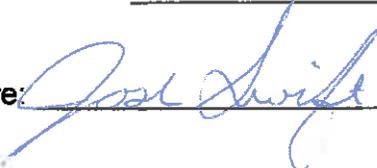
REQUEST FOR BIDS

TO: Chino Basin Members
FROM: Andy Okoro, City Manager
PREPARED: Chad Blais, Director of Public Works
DATE: September 8, 2016
SUBJECT: Accepting Bids for 2,000 Acre-Feet of Local Excess Carry-Over Storage in Chino Basin

BACKGROUND: The City of Norco is an appropriative pool member of the Chino Basin with annual operating safe yield pumping rights of about 200 acre-feet (AF) per year. However, Norco has not actively pumped water from the Chino Basin since 2005 and therefore has been accumulating its annual pumping rights into Local Excess Carry-Over Storage account. At this time, Norco has approximately 3,300 AF in Local Excess Carry-Over Storage and is interested in accepting bids from other member agencies for the purchase and transfer of 2,000 AF of this water.

If your agency is interested in submitting a bid for the purchase and transfer of 2,000 AF of Norco's Local Excess Carry-Over Storage please fill out the information below and mail in a sealed envelope to Chad Blais – Director of Public Works, 2870 Clark Ave, Norco CA 92860. All bids must be submitted and received by October 3, 2016 at 5:00 pm. Please note all bids must be for the full 2,000 AF. Norco reserves the right to reject all bids.

BIDDER INFORMATION:

Agency Name: Fontana Water Company
Contact Name: Cris Fealy, Water Resources Manager
Phone Number: 909-822-2201
Agency Address: 15966 Arrow Route, Fontana, California
Bid Price Per AF: \$504⁹⁰ Total Bid Amount: \$1,009,800⁰⁰
Signature:  Date: 9-21-16

**WATER TRANSFER INFORMATION NEEDED
FOR THE WATER ACTIVITY REPORTS AND
THE ASSESSMENT PACKAGE**

FISCAL YEAR 2016 - 2017

DATE REQUESTED: _____ **AMOUNT REQUESTED:** 2,000.00 Acre-Feet

SALES PRICE: \$ 504.90 / Acre-Foot
(Needed for Assessment Package)

IF 85/15 RULE APPLIES, 15% GOES TO:

Seller Buyer N/A

TRANSFER FROM (SELLER / TRANSFEROR):

City of Norco

Name of Party

TRANSFER TO (BUYER / TRANSFEREE):

Fontana Water Company

Name of Party

I declare under penalty of perjury that the date, quantity, \$/AF, and party to receive the 15% credit in the Assessment Package entered above is accurate, and if asked to do so, my city/agency/company would provide copies of documentation to validate the transaction.

Seller / Transferor Representative Signature

Andy Okoro, City Manager

Seller / Transferor Representative Name (Printed)

Buyer / Transferee Representative Signature

Josh Swift, General Manager

Buyer / Transferee Representative Name (Printed)

**THIS PAGE IS TO BE KEPT CONFIDENTIAL UNTIL
THE FISCAL YEAR IS OVER AND THE
WATER ACTIVITY REPORTS ARE CREATED.**

**CONSOLIDATED WATER TRANSFER FORMS:
 FORM 3: APPLICATION FOR SALE OR TRANSFER OF RIGHT TO PRODUCE WATER FROM STORAGE
 FORM 4: APPLICATION OR AMENDMENT TO APPLICATION TO RECAPTURE WATER IN STORAGE
 FORM 5: APPLICATION TO TRANSFER ANNUAL PRODUCTION RIGHT OR SAFE YIELD**

FISCAL YEAR 2015-2016

DATE REQUESTED: _____ **AMOUNT REQUESTED:** 2,000.00 Acre-Feet

TRANSFER FROM (SELLER / TRANSFEROR):			TRANSFER TO (BUYER / TRANSFEREE):		
City of Norco			Fontana Water Company		
Name of Party			Name of Party		
2870 Clark Ave.			15966 Arrow Route		
Street Address			Street Address		
Norco	CA	92860	Fontana	CA	92335
City	State	Zip Code	City	State	Zip Code
(951) 735-3900			(909) 822-2201		
Telephone			Telephone		
(951) 270-5622			(909) 823-5046		
Facsimile			Facsimile		

Have any other transfers been approved by Watermaster between these parties covering the same fiscal year? Yes No

PURPOSE OF TRANSFER:

- Pump when other sources of supply are curtailed
- Pump to meet current or future demand over and above production right
- Pump as necessary to stabilize future assessment amounts
- Other, explain _____

WATER IS TO BE TRANSFERRED FROM:

- Annual Production Right (Appropriative Pool) or Operating Safe Yield (Non-Agricultural Pool)
- Storage
- Annual Production Right / Operating Safe Yield first, then any additional from Storage
- Other, explain Excess Carry Over

WATER IS TO BE TRANSFERRED TO:

- Annual Production Right / Operating Safe Yield (common)
- Storage (rare)
- Other, explain _____

IS THE 85/15 RULE EXPECTED TO APPLY? (If yes, all answers below must be "yes.") Yes No
 Is the Buyer an 85/15 Party? Yes No
 Is the purpose of the transfer to meet a current demand over and above production right? Yes No
 Is the water being placed into the Buyer's Annual Account? Yes No

IF WATER IS TO BE TRANSFERRED FROM STORAGE:

<u>Varies</u>	<u>2016 - 2017</u>
Projected Rate of Recapture	Projected Duration of Recapture

METHOD OF RECAPTURE (e.g. pumping, exchange, etc.):
Pumping

PLACE OF USE OF WATER TO BE RECAPTURED:
Chino Basin Management Zone 3

LOCATION OF RECAPTURE FACILITIES (IF DIFFERENT FROM REGULAR PRODUCTION FACILITIES):
N/A

WATER QUALITY AND WATER LEVELS

Are the Parties aware of any water quality issues that exist in the area? Yes No

If yes, please explain:

Of the wells routinely pumped, current perchlorate levels range from ND to 8.7 ppb (before treatment) and nitrate levels (as N) range from 2.1 to 9.1 ppm as of September 2016.

What are the existing water levels in the areas that are likely to be affected?

Static water levels ranging from 317 feet bgs to 694 feet bgs as of September 2016.

MATERIAL PHYSICAL INJURY

Are any of the recapture wells located within Management Zone 1? Yes No

Is the Applicant aware of any potential Material Physical Injury to a party to the Judgment or the Basin that may be caused by the action covered by the application? Yes No

If yes, what are the proposed mitigation measures, if any, that might reasonably be imposed to ensure that the action does not result in Material Physical Injury to a party to the Judgment or the Basin?

SAID TRANSFER SHALL BE CONDITIONED UPON:

- (1) Transferee shall exercise said right on behalf of Transferor under the terms of the Judgment, the Peace Agreement, the Peace II Agreement, and the Management Zone 1 Subsidence Management Plan for the period described above. The first water produced in any year shall be that produced pursuant to carry-over rights defined in the Judgment. After production of its carry-over rights, if any, the next (or first if no carry-over rights) water produced by Transferee from the Chino Basin shall be that produced hereunder.
- (2) Transferee shall put all waters utilized pursuant to said Transfer to reasonable beneficial use.
- (3) Transferee shall pay all Watermaster assessments on account of the water production hereby Transferred.
- (4) Any Transferee not already a party must Intervene and become a party to the Judgment.

ADDITIONAL INFORMATION ATTACHED

Yes No

Seller / Transferor Representative Signature

Andy Okoro, City Manager

Seller / Transferor Representative Name (Printed)

Buyer / Transferee Representative Signature

Josh Swift, General Manager

Buyer / Transferee Representative Name (Printed)

TO BE COMPLETED BY WATERMASTER STAFF:

DATE OF WATERMASTER NOTICE: _____

DATE OF APPROVAL FROM APPROPRIATIVE POOL: _____

DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: _____

DATE OF APPROVAL FROM AGRICULTURAL POOL: _____

HEARING DATE, IF ANY: _____

DATE OF ADVISORY COMMITTEE APPROVAL: _____

DATE OF BOARD APPROVAL: _____

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: November 2, 2016

SUBJECT: Acceptance of Multiple Vendor Bids to Provide Waterworks Parts Supplies

RECOMMENDATION: Accept the bids submitted by Ferguson Waterworks, Dangelo Company, and HD Supply to provide waterworks parts supplies and authorize the City Manager to execute multiple purchase orders in a not-to-exceed a cumulative amount of \$150,000 for Fiscal Year 2016-2017.

SUMMARY: The Public Works Department is requesting the City Council to accept the bids of Ferguson Waterworks, Dangelo Company, and HD Supply to provide waterworks parts supplies until June 30, 2017 and authorize the City Manager to execute multiple purchase orders in a not-to-exceed a cumulative amount of \$150,000 for Fiscal Year 2016-2017.

BACKGROUND/ANALYSIS: The Public Works Department of the City of Norco annually seeks bids for waterworks supplies and hardware. On September 1, 2016, a request for annual bids was advertised in the local paper and mailed to a list of known vendors to be submitted by September 18, 2016. Each vendor was required to provide a list price for over 248 individual parts items and the requirement that the vendor hold said pricing until June 30, 2017. The City is not obligated to purchase any set amount of supplies.

The City received four (4) bids: Ferguson Waterworks, Inland Waterworks, Dangelo Company, and HD Supply. Staff conducted an extensive part by part review of the bid pricing provided by each vendor and staff found there was considerable cross-over in pricing (except Inland Waterworks) that made alternate vendors the lowest bidder on an individual item basis (see bid comparison sheet). In addition, each vendor's parts supply warehouse is located within a reasonable driving distance to the City and offers after-hours assistance when parts are needed. Therefore, the Public Works Department is requesting to accept and retain Ferguson Waterworks, Dangelo Company and HD Supply as acceptable vendors for waterworks supplies and hardware.

Agenda Item: 2.E.

Staff is recommending the City Council accept the bids of Ferguson Waterworks, Dangelo Company, and HD Supply to provide waterworks parts supplies until June 30, 2017 and authorize the City Manager to execute multiple purchase orders in a not-to-exceed a cumulative amount of \$150,000.

FISCAL IMPACT: Funding for the annual purchase of miscellaneous waterworks parts supplies is provided in the current budget in the Water Operations Fund (124).

RELATIONSHIP TO STRATEGIC PLAN: The annual funding for purchase of waterworks supplies is consistent with Strategic Direction #1 - Infrastructure – Establish funding for planning, maintenance, replacement and development of infrastructure”.

Attachment: Bid Comparison Sheet

CITY OF NORCO
2016-17 WATERWORKS PARTS - ANNUAL QUOTE WORKSHEET

Description	Part #	Ferguson			
		Waterworks	Inland Waterworks	Dangelo Co	HD Supply
AIR VAC - 1"	A.R.I D040	\$ 160.00	\$ 148.00	\$ 151.83	\$ 148.74
AIR VAC - 2"	A.R.I D040	\$ 380.00	\$ 352.00	\$ 360.21	\$ 361.76
AIR VAC - ENCLOSURE, 2"	VCAS-1424-YL	\$ 264.00	\$ 290.00	\$ 299.75	\$ 264.83
AIR VAC - ENCLOSURE, 1"	VCAS-1830-YL	\$ 299.00	\$ 323.00	\$ 355.30	\$ 299.83
6" - 8" BOLT SET w / nuts, CAD OR ZINK	ZINK OR CADNIUM PLATED	\$ 5.95	\$ 8.00	\$ 4.71	\$ 5.29
10" - 12" BOLT SET w / nuts, CAD OR ZINK	ZINK OR CADNIUM PLATED	\$ 12.50	\$ 12.00	\$ 11.15	\$ 12.53
18" BOLT SET	ZINK OR CADNIUM PLATED	\$ 30.00	\$ 33.00	\$ 34.58	\$ 44.71
BUSHINGS - 1" X 3/4", BRASS	BRASS	\$ 2.66	\$ 5.50	\$ 2.72	\$ 2.90
BUSHINGS - 1" X 3/4" BELL, BRASS	BRASS	\$ 5.11	\$ 10.20	\$ 5.41	\$ 5.80
BUSHINGS - 1 1/4" X 1", BRASS	BRASS	\$ 4.53	\$ 9.40	\$ 4.63	\$ 4.94
BUSHINGS - 2" X 1", BRASS	BRASS	\$ 10.53	\$ 16.50	\$ 10.56	\$ 11.27
BUSHINGS - METER, BRASS	JONES J-128 1" X 1-1/4"	\$ 7.57	\$ 7.80	\$ 10.56	\$ 10.84
BUSHING - 2" MIP X 1" FIP, BRASS	BRASS	\$ 10.30	\$ 16.50	\$ 10.56	\$ 11.27
BUSHING - METER ADAPTOR, BRASS	FORD - A-24	\$ 20.52	\$ 12.00	\$ 11.47	\$ 20.06
CLAMP - 3/4" X 3" FULL CIRCLE	SMITH-BLAIR 244-010503-000	\$ 18.67	\$ 25.05	\$ 18.18	\$ 17.40
CLAMP - 3/4" X 6" FULL CIRCLE STD	SMITH-BLAIR 244-010506-000	\$ 39.47	\$ 52.98	\$ 38.38	\$ 36.77
CLAMP - 1" X 3" FULL CIRCLE STD	SMITH-BLAIR 244-013203-000	\$ 19.75	\$ 26.50	\$ 19.20	\$ 18.40
CLAMP - 1" X 6" FULL CIRCLE STD	SMITH-BLAIR 244-013206-000	\$ 39.77	\$ 53.35	\$ 38.65	\$ 37.04
CLAMP - 2" X 3" FULL CIRCLE STD	SMITH-BLAIR 244-02803-000	\$ 22.66	\$ 30.40	\$ 22.02	\$ 21.11
CLAMP - 2" X 6" FULL CIRCLE STD	SMITH-BLAIR 244-023808-000	\$ 42.09	\$ 56.50	\$ 40.92	\$ 39.27
CLAMP - 4.00" FULL CIRCLE OD	SMITH-BLAIR 226-040007-000	\$ 52.22	\$ 66.75	\$ 41.72	\$ 48.85
CLAMP - 4.50 FULL CIRCLE STD	SMITH-BLAIR 226-046007-000	\$ 54.05	\$ 69.10	\$ 43.19	\$ 50.36
CLAMP - 6.00" X 7.5" FULL CIRCLE OD	SMITH-BLAIR 226-060007-000	\$ 58.80	\$ 75.15	\$ 60.17	\$ 54.78
CLAMP - 6.00" X 10" FULL CIRCLE OD	SMITH-BLAIR 226-060010-000	\$ 88.05	\$ 112.55	\$ 68.09	\$ 82.03
CLAMP - 6.63" X 7.5" FULL CIRCLE STD	SMITH-BLAIR 226-066307-000	\$ 64.82	\$ 82.60	\$ 57.84	\$ 60.21
CLAMP - 6.63" X 10" FULL CIRCLE STD	SMITH-BLAIR 226-0663010-000	\$ 89.02	\$ 113.75	\$ 70.38	\$ 82.93
CLAMP - 8.00" X 7.5" FULL CIRCLE OD	SMITH-BLAIR 226-080007-000	\$ 73.13	\$ 93.50	\$ 68.01	\$ 66.68
CLAMP - 8.00" X 12.5" FULL CIRCLE OD	SMITH-BLAIR 226-080012-000	\$ 117.13	\$ 149.70	\$ 93.14	\$ 108.81
CLAMP - 8.63" X 7.5" FULL CIRCLE STD	SMITH-BLAIR 226-086307-000	\$ 76.56	\$ 97.85	\$ 61.17	\$ 69.81
CLAMP - 8.63" X 12.5" FULL CIRCLE STD	SMITH-BLAIR 226-0863012-000	\$ 122.75	\$ 156.90	\$ 98.08	\$ 111.93
CLAMP - 10.00" X 10" FULL CIRCLE OD	ROCKWELL 226-100010-000	\$ 117.94	\$ 150.75	\$ 97.40	\$ 107.54
CLAMP - 10.30" X 10" FULL CIRCLE	SMITH-BLAIR 226-105007-000	\$ 94.11	\$ 160.80	\$ 97.40	\$ 228.55
CLAMP - 10.76" X 10" FULL CIRCLE STD	SMITH-BLAIR 226-1076010-000	\$ 125.83	\$ 160.80	\$ 98.97	\$ 114.73
CLAMP - 10.75" 20" FULL CIRCLE STD	SMITH-BLAIR 226-107520-000	\$ 250.64	\$ 350.35	\$ 242.89	\$ 278.55
CLAMP - 12.00" X 12" FULL CIRCLE OD	SMITH-BLAIR 226-1200012-000	\$ 169.73	\$ 216.95	\$ 138.94	\$ 164.77
CLAMP - 12.75" X 15" FULL CIRCLE STD	SMITH-BLAIR 226-12750150-000	\$ 210.74	\$ 269.35	\$ 158.39	\$ 192.16
CLAMP - 14" X 10" FULL CIRCLE OD	SMITH-BLAIR 226-140010-000	\$ 149.35	\$ 190.90	\$ 168.27	\$ 158.19
CLAMP - 16" FULL CIRCLE OD	SMITH-BLAIR 226-160012-000	\$ 434.32	\$ 386.15	\$ 313.72	\$ 198.31

CITY OF NORCO
2016-17 WATERWORKS PARTS - ANNUAL QUOTE WORKSHEET

Description	Part #	Ferguson			
		Waterworks	Inland Waterworks	Dangelo Co	HD Supply
CLAMP - 17.40" X 16" FULL CIRCLE	SMITH-BLAIR 226-1740016-000	\$ 450.21	\$ 575.45	\$ 370.29	\$ 410.52
CLAMP - 18" FULL CIRCLE OD	SMITH-BLAIR 226-180012-000	\$ 458.16	\$ 406.50	\$ 330.73	\$ 343.24
CLAMP - 24" FULL CIRCLE OD	SMITH-BLAIR 226-240012-000	\$ 884.90	\$ 750.00	\$ 610.00	\$ 514.28
CLAMP - 4.00" X 7.5" BELL FULL CIRCLE	SMITH-BLAIR 229-040007-000	\$ 57.65	\$ 77.95	\$ 79.05	\$ 53.71
CLAMP - 4.50" X 7.5" BELL FULL CIRCLE	SMITH-BLAIR 229-045007-000	\$ 61.02	\$ 78.00	\$ 62.47	\$ 56.85
CLAMP - 6.00" X 7.5" BELL FULL CIRCLE OD	SMITH-BLAIR 229-060007-000	\$ 75.23	\$ 96.15	NA	\$ 70.09
CLAMP - 6.00" X 10" BELL FULL CIRCLE OD	SMITH-BLAIR 229-060010-000	\$ 125.38	\$ 128.20	NA	\$ 98.50
CLAMP - 6.63" X 7" BELL FULL CIRCLE STD	SMITH-BLAIR 229-066307-000	\$ 75.23	\$ 96.15	\$ 76.07	\$ 70.09
CLAMP - 6.63" X 12" BELL FULL CIRCLE STD	SMITH-BLAIR 229-066312-000	\$ 125.38	\$ 160.25	\$ 122.77	\$ 119.02
CLAMP - 8.00" X 10" BELL FULL CIRCLE OD	SMITH-BLAIR 229-080010-000	\$ 139.95	\$ 143.10	NA	\$ 119.56
CLAMP - 6.63" X 7" BELL FULL CIRCLE STD	SMITH-BLAIR 229-066307-000	\$ 83.97	\$ 107.30	\$ 92.81	\$ 76.56
CLAMP - 6.63" X 12" BELL FULL CIRCLE STD	SMITH-BLAIR 229-066312-000	\$ 139.95	\$ 178.85	\$ 191.89	\$ 127.60
CLAMP - 10.00" X 12" BELL FULL CIRCLE OD	SMITH-BLAIR 229-100012	\$ 141.37	\$ 180.70	NA	\$ 128.90
CLAMP - 10.75" X 12" BELL FULL CIRCLE STD	SMITH-BLAIR 229-107512-000	\$ 141.37	\$ 180.70	\$ 193.84	\$ 128.00
CLAMP - 12.00" X 12" BELL FULL CIRCLE	SMITH-BLAIR 229-120012	\$ 187.96	\$ 240.25	NA	\$ 171.39
CLAMP - 12.75" X 7.5" BELL FULL CIRCLE STD	SMITH-BLAIR 229-127507-000	\$ 112.78	\$ 144.15	\$ 154.76	\$ 101.84
CLAMP - 12.75" X 12" BELL FULL CIRCLE STD	SMITH-BLAIR 229-127512-000	\$ 187.96	\$ 240.25	\$ 257.74	\$ 171.39
CLAMP - TAPPING 6.00" X 8" X 1" FULL CIRCLE	SMITH-BLAIR 238-080007-008	\$ 91.35	\$ 109.30	\$ 86.86	\$ 79.68
CLAMP - TAPPING 6.00" X 12" X 1" FULL CIRCLE	SMITH-BLAIR 238-080012-008	\$ 130.83	\$ 164.75	\$ 106.64	\$ 120.08
CLAMP - TAPPING 6.63" X 8" X 1" FULL CIRCLE	SMITH-BLAIR 238-066307-008	\$ 91.35	\$ 116.75	\$ 88.65	\$ 85.11
CLAMP - TAPPING 6.63" X 12" X 1" FULL CIRCLE	SMITH-BLAIR 238-066312-008	\$ 130.83	\$ 167.25	\$ 107.73	\$ 121.89
CLAMP - TAPPING 6.63" X 12" X 2" FULL CIRCLE	SMITH-BLAIR 238-00663012-14	\$ 148.21	\$ 189.40	\$ 116.24	\$ 135.14
CLAMP - TAPPING 8.00" X 10" X 1" FULL CIRCLE	SMITH-BLAIR 238-080010-008	\$ 129.83	\$ 160.40	NA	\$ 114.45
CLAMP - TAPPING 8.63" X 7.5" X 1" FULL CIRCLE	SMITH-BLAIR 238-086307-008	\$ 103.29	\$ 186.40	\$ 102.98	\$ 94.18
CLAMP - TAPPING 8.63" X 12" X 1" FULL CIRCLE	SMITH-BLAIR 238-086312-008	\$ 149.48	\$ 191.05	\$ 85.71	\$ 136.30
CLAMP - TAPPING 8.63" X 12" X 2" FULL CIRCLE	SMITH-BLAIR 238-086312-014	\$ 166.85	\$ 213.30	\$ 127.67	\$ 152.15
CLAMP - TAPPING 10.00" X 10" X 1" FULL CIRCLE	SMITH-BLAIR 238-100010-008	\$ 152.58	\$ 195.00	\$ 121.84	\$ 131.91
CLAMP - TAPPING 10.00" X 10" X 2" FULL CIRCLE	SMITH-BLAIR 238-100012-014	\$ 190.41	\$ 280.85	\$ 132.85	\$ 200.35
CLAMP - TAPPING 10.75" X 12.5" X 1" FULL CIRCLE	SMITH-BLAIR 238-107507-008	\$ 120.86	\$ 154.50	\$ 174.13	\$ 110.21
CLAMP - TAPPING 12.00" X 10" X 2" FULL CIRCLE	SMITH-BLAIR 238-120010-114	\$ 182.21	\$ 223.95	\$ 143.77	\$ 209.17
CLAMP - TAPPING 12.75" X 10" X 1" FULL CIRCLE	SMITH-BLAIR 238-127510-008	\$ 164.83	\$ 210.65	\$ 134.80	\$ 150.30
CLAMP - TAPPING 12.75" X 10" X 2" FULL CIRCLE	SMITH-BLAIR 238-127510-014	\$ 182.21	\$ 232.90	\$ 145.40	\$ 166.15
CLAMP - TAPPING 14.00" X 7" X 1" FULL CIRCLE	SMITH-BLAIR 238-140007-008	\$ 199.00	\$ 180.60	\$ 157.47	\$ 128.86
CLAMP - TAPPING 14" X 10" X 2" FULL CIRCLE	SMITH-BLAIR 238-140010-114	\$ 230.00	\$ 262.00	\$ 203.32	\$ 201.76
CLAMP - TAPPING 14" X 15" X 2" FULL CIRCLE	SMITH-BLAIR 238-140015-114	\$ 320.00	\$ 343.40	\$ 285.10	\$ 281.32

CITY OF NORCO
2016-17 WATERWORKS PARTS - ANNUAL QUOTE WORKSHEET

Description	Part #	Ferguson			
		Waterworks	Inland Waterworks	Dangelo Co	HD Supply
COUPLING - 1"CT COMP X CT COMP	JONES-J2606	\$ 15.25	\$ 15.65	\$ 15.25	\$ 15.84
COUPLING - 1"CT COMP X MIP	JONES-2605	\$ 13.55	\$ 13.90	\$ 13.55	\$ 14.07
COUPLING - 1"CT COMP X FIP	JONES-2607	\$ 17.55	\$ 18.00	\$ 17.55	\$ 18.23
COUPLING - 1"CT COMP X IP COMP	JONES-2612	\$ 23.67	\$ 24.20	\$ 23.67	\$ 24.52
COUPLING - 1" IP COMP X MIP	JONES-2606	\$ 20.70	\$ 21.20	\$ 20.71	\$ 21.50
COUPLING - 1" IP COMP X FIP	JONES-J2608	\$ 17.80	\$ 18.25	\$ 17.80	\$ 18.48
COUPLING - 1" IP COMP X IP COMP	JONES-J2610	\$ 27.18	\$ 27.88	\$ 27.17	\$ 28.21
COUPLING - 2" IP COMP X MIP	JONES- J2606	\$ 78.50	\$ 105.00	\$ 78.51	\$ 81.50
COUPLING - 1" FE FLAIR X CT COMP	JONES-J2623	\$ 23.67	\$ 19.65	\$ 19.16	\$ 19.89
COUPLING - 1" FE FLAIR X IP COMP	JONES-J2624	\$ 21.82	\$ 26.20	\$ 25.56	\$ 22.83
COUPLING - 1" FE FLAIR X MA FLAIR (45°) SWIVEL	FORD LA02-44S	\$ 26.85	\$ 37.00	\$ 32.25	\$ 26.53
COUPLING - 1" FE FLAIR X MA FLAIR (90°) SWIVEL	FORD L02-44S	\$ 30.82	\$ 43.00	\$ 28.55	\$ 30.46
COUPLING - 1" FE FLAIR X CT COMP (45°) SWIVEL	FORD LA04-44S	\$ 31.58	\$ 44.00	\$ 39.03	\$ 31.21
COUPLING - 1" FE FLAIR X CT COMP (90°) SWIVEL	FORD L04-44S	\$ 33.84	\$ 47.00	\$ 35.21	\$ 31.43
COUPLING - 1" FIP X FIP BRASS	BRASS	\$ 4.04	\$ 9.05	\$ 4.13	\$ 4.31
COUPLING - 2" FIP X FIP BRASS	BRASS	\$ 14.12	\$ 32.40	\$ 14.43	\$ 15.07
COUPLING - 2" CT COMP X CT COMP	JONES-J2609 2"	\$ 72.61	\$ 74.50	\$ 72.81	\$ 74.58
COUPLING - 2" CT COMP X MIP	JONES-2605 2"	\$ 54.51	\$ 55.95	\$ 54.51	\$ 14.07
COUPLING - 1" UNION, BRASS	BRASS	\$ 11.96	\$ 27.70	\$ 11.61	\$ 32.26
COUPLING - 2" UNION, BRASS	BRASS	\$ 30.24	\$ 64.30	\$ 30.89	\$ 32.26
COUPLING - 1" X CT X 1" IP ADAPTOR	JONES-J2639	\$ 30.29	\$ 31.60	\$ 30.80	\$ 31.97
COUPLING - 1" 3000 LB. WELD COUPLING	STEEL	\$ 2.00	\$ 7.00	\$ 4.19	\$ 1.40
COUPLING - 2" 3000 LB. WELD COUPLING	STEEL	\$ 6.00	\$ 12.00	\$ 9.16	\$ 4.04
10.75" FLANGED x MJ COUPLING FOR C600	WACC KIT	\$ 139.00	\$ 130.00	\$ 161.93	\$ 186.13
ELL - 1" 45°, BRASS	BRASS	\$ 5.54	\$ 13.40	\$ 5.67	\$ 6.06
ELL - 1" 90°, BRASS	BRASS	\$ 5.07	\$ 10.95	\$ 5.18	\$ 5.53
ELL - 1" 90° STREET, BRASS	BRASS	\$ 7.08	\$ 13.55	\$ 7.24	\$ 7.73
ELL - 2" 45°, BRASS	BRASS	\$ 18.02	\$ 43.35	\$ 18.42	\$ 19.23
ELL - 2" 90°, BRASS	BRASS	\$ 16.99	\$ 31.65	\$ 16.74	\$ 17.48
2" 90° STREET, BRASS	BRASS	\$ 23.94	\$ 45.95	\$ 24.47	\$ 25.54
ELL - 6" 90° FLANGED - 8 HOLE (LONG)	CML&W, STD STEEL, RAISED FACE	\$ 350.00	\$ 319.00	\$ 357.00	\$ 271.74
FLANGE - 1 1/2"	JONES J 129	\$ 34.30	\$ 35.20	\$ 34.30	\$ 35.24
FLANGE - 2"	JONES J 129	\$ 44.78	\$ 46.00	\$ 44.78	\$ 45.99
FLANGE - 4.50" THREADED STD	SLIPON-RAISEDFACE-150#CLASS	\$ 21.60	\$ 20.00	\$ 14.08	\$ 25.33
FLANGE - 4.50" STD	SLIPON-RAISEDFACE-150#CLASS	\$ 9.67	\$ 16.00	\$ 17.80	\$ 17.89

CITY OF NORCO
2016-17 WATERWORKS PARTS - ANNUAL QUOTE WORKSHEET

Description	Part #	Ferguson			
		Waterworks	Inland Waterworks	Dangelo Co	HD Supply
FLANGE - 6.63" - 8 HOLE OD	SLIPON-RAISEDFACE-150#CLASS	\$ 15.82	\$ 20.00	\$ 21.99	\$ 22.11
FLANGE - 6.00" - 8 HOLE OD	SLIPON-RAISEDFACE-150#CLASS	\$ 15.82	\$ 88.25	NA	\$ 12.61
FLANGE - 8" STD	SLIPON-RAISEDFACE-150#CLASS	\$ 24.03	\$ 34.00	\$ 33.51	\$ 33.68
FLANGE - 10.75" STD	SLIPON-RAISEDFACE-150#CLASS	\$ 41.47	\$ 44.00	\$ 47.12	\$ 68.42
FLANGE - 10.00" OD	SLIPON-RAISEDFACE-150#CLASS	\$ 41.47	\$ 141.00	NA	\$ 47.37
FLANGE - 12.75" STD	SLIPON-RAISEDFACE-150#CLASS	\$ 61.49	\$ 87.00	\$ 78.53	\$ 78.95
FLANGE - 14.00" OD	SLIPON-RAISEDFACE-150#CLASS	\$ 81.71	\$ 110.00	\$ 104.71	\$ 105.26
FLANGE - 15.25"	SLIPON-RAISEDFACE-150#CLASS	\$ 152.20	\$ 190.00	\$ 141.34	\$ 142.11
FLANGE - 16.00" OD	SLIPON-RAISEDFACE-150#CLASS	\$ 130.00	\$ 165.00	\$ 148.60	\$ 147.37
FLANGE - 16.00" OD	SLIPON-RAISEDFACE-150#CLASS	\$ 158.69	\$ 200.00	\$ 178.01	\$ 178.95
FLANGE - 19.36"(TRANS MAIN)	SLIPON-RAISEDFACE-150#CLASS	\$ 210.00	\$ -	\$ 201.18	\$ 205.26
FLANGE - 4.50" BLIND STD	SLIPON-RAISED FACE-150#CLASS	\$ 17.18	\$ 19.00	\$ 20.94	\$ 23.10
FLANGE - 4.50" X 2" TAPT BLIND STD	SLIPON-RAISEDFACE-150#CLASS	\$ 35.00	\$ 32.00	\$ 20.70	\$ 33.73
FLANGE - 6.63" BLIND STD	SLIPON-RAISEDFACE-150#CLASS	\$ 18.54	\$ 26.00	\$ 29.32	\$ 35.20
FLANGE - 8.63" BLIND STD	SLIPON-RAISEDFACE-150#CLASS	\$ 30.41	\$ 34.00	\$ 43.98	\$ 59.03
FLANGE - 8.63" STD BLIND W/1" PORT	SLIPON-RAISEDFACE-150#CLASS	\$ 64.40	\$ 144.00	\$ 115.18	\$ 104.27
FLANGE - 10.75" BLIND STD	SLIPON-RAISEDFACE-150#CLASS	\$ 38.58	\$ 64.00	\$ 76.44	\$ 88.73
FLANGE - 17.40"	SLIPON-RAISEDFACE-150#CLASS	\$ 117.73	\$ 195.00	\$ 172.78	\$ 183.33
FLANGE - 4.00" OD	SLIPON-RAISEDFACE-150#CLASS	\$ 10.23	\$ 77.00	\$ 21.93	\$ 23.10
FLEX - 3/4" COUPLING STD	SMITH-BLAIR-411-010501-008	\$ 21.58	\$ 27.55	\$ 29.56	\$ 30.09
FLEX - 1" COUPLING STD	SMITH-BLAIR - 411-013201-008	\$ 22.31	\$ 28.50	\$ 30.59	\$ 30.78
FLEX - 3.50"	SMITH-BLAIR - 411	\$ 51.14	\$ 78.45	\$ 70.13	\$ 47.65
FLEX - 4.00" OD COUPLING	SMITH-BLAIR - 411-015001-008	\$ 61.51	\$ 78.65	\$ 84.34	\$ 67.30
FLEX - 4.50" STD	SMITH-BLAIR - 411-040001-008	\$ 64.62	\$ 82.90	\$ 88.61	\$ 60.21
FLEX - 6" OD COUPLING	SMITH-BLAIR - 411-080000-000	\$ 87.33	\$ 111.70	NA	\$ 129.80
FLEX - 6" STD COUPLING	SMITH-BLAIR - 411-086301-008	\$ 87.39	\$ 111.70	\$ 119.82	\$ 81.41
FLEX - 8" OD COUPLING	SMITH-BLAIR - 411-080000-008	\$ 101.08	\$ 131.75	NA	\$ 141.42
FLEX - 8" STD COUPLING	SMITH-BLAIR - 411-086302-008	\$ 101.09	\$ 142.25	\$ 152.58	\$ 103.67
FLEX - 10" OD COUPLING	SMITH-BLAIR - 411-100011-008	\$ 126.54	\$ 471.65	\$ 173.52	\$ 332.95
FLEX - 10.30" X 10.75" X 14" TRANSITION	SMITH-BLAIR 413-1040-1075-008	\$ 390.00	\$ 275.50	NA	\$ 186.53
FLEX - 10" STD COUPLING (LONG)	SMITH-BLAIR - 411-107511-008	\$ 370.16	\$ 473.15	\$ 507.58	\$ 337.53
FLEX - 12" STD COUPLING	SMITH-BLAIR - 411-127511-008	\$ 149.95	\$ 573.50	\$ 615.23	\$ 409.12
FLEX - 12 1/4" COUPLING	SMITH-BLAIR - 411-124501-008	\$ 450.00	\$ 263.85	NA	\$ 400.93
FLEX - 14" OD COUPLING	SMITH-BLAIR - 411-140016-008	\$ 586.87	\$ 750.15	\$ 804.73	\$ 335.14
FLEX - 16" OD COUPLING	SMITH-BLAIR 411-160015-008	\$ 657.17	\$ 839.95	\$ 901.12	\$ 599.33

CITY OF NORCO
2016-17 WATERWORKS PARTS - ANNUAL QUOTE WORKSHEET

Description	Part #	Ferguson			
		Waterworks	Inland Waterworks	Dangelo Co	HD Supply
FLEX - 16" ID(17.40" OD) COUPLING	SMITH-BLAIR - 411-174008-003	\$ 452.00	\$ 565.95	\$ 600.77	\$ 594.31
FLEX - 6" TRANSITION	SMITH-BLAIR 413-0600-0663	\$ 137.52	\$ 175.75	\$ 178.58	\$ 134.11
FLEX - 8" TRANSITION	SMITH-BLAIR -413-0600-0663	\$ 166.81	\$ 213.25	\$ 201.38	\$ 155.41
FLEX - 10" TRANSITION	SMITH-BLAIR - 413-1000-1075	\$ 215.52	\$ 275.50	\$ 259.08	\$ 196.57
FLEX - 4" TRANSITION	SMITH-BLAIR - 413	\$ 97.47	\$ 153.00	\$ 134.69	\$ 90.80
HYDRANT - ANGLE 3" X 2-1/2"	JONES 344 3" X 2-1/2"	\$ 463.30	\$ 475.00	\$ 453.30	\$ 475.75
HYDRANT - RESIDENTIAL	JONES J040 8HOLE	\$ 1,227.00	\$ 1,264.00	\$ 1,221.47	\$ 1,202.58
HYDRANT - COMMERCIAL	JONES J060 8HOLE	\$ 1,675.00	\$ 1,712.00	\$ 1,667.67	\$ 1,641.88
HYDRANT - SAFETY FLANGE KITS	MUELLER-8-HOLE (4-1/2" CENTURIAN)	\$ 175.00	\$ 170.00	\$ 146.22	\$ 155.15
HYDRANT - SHEAR CHECKS	CLOW-8- HOLE(OR LBIW) EPOXY	\$ 1,111.00	\$ 1,240.00	\$ 1,166.58	\$ 1,177.14
METER - 3" FIRE HYDRANT	HENDLEY	\$ 463.30	\$ 895.00	\$ 627.23	\$ 645.84
METER CONN.ADAPTOR 1" X 2"	BRASS - FORD A47 OR EQUIV	\$ 112.12	\$ 71.00	\$ 25.11	\$ 120.67
METER CONNECTION - 1"		\$ 10.69	\$ 15.00	NA	\$ 11.53
METER CONNECTION - 1" FIP X 1"		\$ 13.95	\$ 15.00	NA	\$ 10.84
METER CONNECTION - 3/4" X 2"	JONES LENGTH 2"	\$ 9.31	\$ 9.55	\$ 9.31	\$ 9.66
METER CONNECTION - 3/4" X 2.25"	JONES LENGTH 2.25"	\$ 16.11	\$ 16.60	\$ 16.11	\$ 16.83
METER CONNECTION - 3/4" X 2.5"	JONES LENGTH 2.50"	\$ 7.27	\$ 7.15	\$ 6.96	\$ 7.22
METER CONNECTION - 3/4" X 2.75"	JONES LENGTH 2.75"	\$ 17.86	\$ 18.30	\$ 17.86	\$ 18.54
METER CONNECTION - 3/4" X 3"	JONES LENGTH 3"	\$ 17.86	\$ 18.15	\$ 17.67	\$ 18.35
METER CONNECTION - 3/4 90°		\$ 10.69	\$ 10.95	NA	\$ 11.53
METER CONNECTION - 3/4" FIP X 3/4"		\$ 10.69	NA	NA	\$ 8.82
METER SETTING - 1" X 2" FLANGED		\$ 12.68	\$ 71.00	NA	\$ 120.67
NIPPLE - 3/4" X CLOSE BRASS		\$ 1.52	\$ 1.85	\$ 1.50	\$ 1.32
NIPPLE - 3/4" X 2" BRASS		\$ 1.92	\$ 2.30	\$ 1.89	\$ 1.67
NIPPLE - 3/4" X 3" BRASS		\$ 2.56	\$ 3.10	\$ 2.52	\$ 2.29
NIPPLE - 3/4" X 4" BRASS		\$ 3.34	\$ 4.00	\$ 3.29	\$ 2.91
NIPPLE - 3/4" X 5" BRASS		\$ 4.01	\$ 4.85	\$ 3.95	\$ 3.49
NIPPLE - 3/4" X 6" BRASS		\$ 4.88	\$ 5.90	\$ 4.81	\$ 4.24
NIPPLE - 1" X CLOSE BRASS		\$ 2.25	\$ 2.70	\$ 2.21	\$ 1.96
NIPPLE - 1" X 2" BRASS		\$ 2.76	\$ 3.30	\$ 2.72	\$ 2.41
NIPPLE - 1" X 3" BRASS		\$ 3.72	\$ 4.45	\$ 3.65	\$ 3.23
NIPPLE - 1" X 4" BRASS		\$ 4.85	\$ 5.80	\$ 4.78	\$ 4.21
NIPPLE - 1" X 5" BRASS		\$ 5.98	\$ 7.20	\$ 5.87	\$ 5.26
NIPPLE - 1" X 6" BRASS		\$ 7.13	\$ 8.55	\$ 7.02	\$ 6.21
NIPPLE - 2" CLOSE BRASS		\$ 6.71	\$ 8.05	\$ 6.60	\$ 5.83

CITY OF NORCO
2016-17 WATERWORKS PARTS - ANNUAL QUOTE WORKSHEET

Description	Part #	Ferguson			
		Waterworks	Inland Waterworks	Dangelo Co	HD Supply
NIPPLE - 2" X 3" BRASS		\$ 8.35	\$ 10.04	\$ 8.22	\$ 7.78
NIPPLE - 2" X 4" BRASS		\$ 10.93	\$ 13.15	\$ 10.75	\$ 9.31
NIPPLE - 2" X 5" BRASS		\$ 13.51	\$ 16.25	\$ 13.30	\$ 11.73
NIPPLE - 2" X 6" BRASS		\$ 16.14	\$ 19.40	\$ 15.87	\$ 14.04
NIPPLE - 2" X 8" BRASS		\$ 21.52	\$ 25.85	\$ 21.17	\$ 19.72
NIPPLE - 2" X 10" BRASS		\$ 26.68	\$ 32.05	\$ 26.22	\$ 23.19
NIPPLE - 2" X 12" BRASS		\$ 31.79	\$ 38.25	\$ 31.80	\$ 27.66
PIPE - 1" TYPE K COPPER TUBING	TYPE "K" 80 FT ROLLS	\$ 219.00	\$204.00 30 Day Hold	\$ 220.08	\$ 199.80
PIPE - 1" TYPE K COPPER TUBING	TYPE "K" 100 FT ROLLS	\$ 365.00	\$340.00 30 Day Hold	\$ 368.00	\$ 331.00
PIPE - 1" LINER	STAINLESS	\$ 3.00	\$ 2.75	\$ 1.57	\$ 1.84
PIPE - 2" LINER	STAINLESS	\$ 7.50	\$ 7.00	\$ 5.90	\$ 6.68
PIPE - 2" TYPE K COPPER TUBING	TYPE "K" 20" STICKS	\$ 224.00	\$ 235.00	\$ 228.80	\$ 222.20
PIPE - 2" RED BRASS		\$ 481.00	\$ 731.00	\$ 702.60	\$ 686.00
RING GASKET - 4"	ABS-FIBER	\$ 1.15	\$ 3.00	\$ 0.94	\$ 1.06
RING GASKET - 6"	ABS-FIBER	\$ 1.90	\$ 4.00	\$ 1.88	\$ 1.88
RING GASKET - 8"	ABS-FIBER	\$ 2.70	\$ 5.00	\$ 2.80	\$ 2.92
RING GASKET - 10"	ABS-FIBER	\$ 3.80	\$ 6.00	\$ 3.87	\$ 4.12
RING GASKET - 12"	ABS-FIBER	\$ 5.55	\$ 7.00	\$ 5.02	\$ 5.64
RING GASKET - 14"	ABS-FIBER	\$ 6.84	\$ 10.00	\$ 7.51	\$ 8.44
RING GASKET - 16"	ABS-FIBER	\$ 8.90	\$ 12.00	\$ 10.73	\$ 10.25
RING GASKET - 18"	ABS-FIBER	\$ 9.80	\$ 15.00	\$ 11.27	\$ 12.66
RING GASKET - 3"	ABS-FIBER	\$ 0.75	\$ 2.00	\$ 0.65	\$ 0.73
STOP - ANGLE 1" FIP	JONES J1527	\$ 33.94	\$ 34.85	\$ 33.94	\$ 35.24
STOP - ANGLE 1" CT COMP	JONES J1988	\$ 88.09	\$ 90.45	\$ 88.09	\$ 91.47
STOP - ANGLE 1" IP COMP	JONES J4202	\$ 61.27	\$ 62.90	\$ 61.24	\$ 63.61
STOP - ANGLE 2" CT X FLG	JONES	\$ 234.17	\$ 240.50	\$ 182.24	\$ 189.22
STOP - ANGLE 2" IPS COMP X FLG	JONES	\$ 206.57	\$ 251.00	\$ 182.24	\$ 212.17
STOP - ANGLE 2" FIP X FLG	JONES J1527	\$ 160.00	\$ 162.85	\$ 156.59	\$ 162.89
STOP - ANGLE 2" ORASEAL X FLANGE	JONES J1974W	\$ 207.47	\$ 213.05	\$ 207.47	\$ 213.10
STOP - CORP 1" MIP X CT COM	JONES J1986	\$ 52.45	\$ 48.85	\$ 51.18	\$ 53.58
STOP - CORP 1" MIP X MIP	JONES J1948	\$ 47.22	\$ 48.50	\$ 47.22	\$ 49.03
STOP - CORP 2" FIP X MIP	JONES J-1931	\$ 168.00	\$ 172.50	\$ 168.00	\$ 172.56
STOP - CORP 2" CT COMP	JONES J1931 2"	\$ 177.60	\$ 182.40	\$ 182.00	\$ 182.00
STOP - STRAIGHT 1"	J182 1"	\$ 59.87	\$ 61.40	\$ 52.81	\$ 62.11
STOP - STRAIGHT 3/4"	JONES J182 3/4"	\$ 48.45	\$ 49.75	\$ 48.46	\$ 50.30

CITY OF NORCO
2016-17 WATERWORKS PARTS - ANNUAL QUOTE WORKSHEET

Description	Part #	Ferguson			
		Waterworks	Inland Waterworks	Dangelo Co	HD Supply
STOP - METER 2" FLANGED X FIP	JONES J 1912W	\$ 194.01	\$ 199.25	\$ 194.01	\$ 199.29
TEE - 1" BRASS FIP X FIP X FIP	BRASS	\$ 7.18	\$ 45.00	\$ 4.01	\$ 6.33
VALVE - 3/4" BALL	FIP X FIP - FULL BORE	\$ 7.35	\$ 30.00	\$ 41.46	\$ 4.88
VALVE - 1" BALL	FIP X FIP - FULL BORE	\$ 10.91	\$ 32.45	\$ 63.48	\$ 7.17
VALVE - 2" BALL	FIP X FIP - FULL BORE	\$ 35.35	\$ 137.00	\$ 186.50	\$ 24.31
VALVE - 2" BALL, FLANGED X FIP	FLANGED - FULL BORE	\$ 227.97	\$ 199.00	\$ 194.01	\$ 243.30
VALVE - 3/4" GATE	FIP X FIP STOCKHAM B103 FULL BORE	\$ 8.92	\$ 43.00	\$ 31.41	\$ 41.47
VALVE - 1" GATE	FIP X FIP J372-1" - FULL BORE	\$ 12.43	NA	\$ 301.87	\$ 53.76
VALVE 2" GATE	FIP X FIP - FULL BORE	\$ 36.48	\$ 419.00	\$ 311.34	\$ 23.30
VALVE - 4" GATE	FLANGED, EPOXY, R/S, AWWA, 200	\$ 487.20	\$ 616.00	\$ 452.40	\$ 453.91
VALVE - 6" GATE	FLANGED, RS, EPOXY, #200	\$ 651.29	\$ 797.00	\$ 604.77	\$ 606.52
VALVE - 8" GATE	FLANGED, RS, EPOXY, #200	\$ 1,017.75	\$ 1,262.00	\$ 945.06	\$ 937.94
VALVE - 10" GATE	FLANGED,EPOXY,RS, #200	\$ 1,617.32	\$ 1,939.00	\$ 1,501.80	\$ 1,490.32
VALVE - 12" GATE	FLANGED,EPOXY,RS, #200	\$ 1,952.67	\$ 2,372.00	\$ 1,813.20	\$ 1,799.61
VALVE - 6" BUTTERFLY	FLANGED, EPOXY, #200, PRATT	\$ 516.00	\$ 493.00	\$ 404.92	\$ 482.61
VALVE - 8" BUTTERFLY	FLANGED, EPOXY, #200, PRATT	\$ 680.00	\$ 632.00	\$ 595.81	\$ 618.48
VALVE - 10" BUTTERFLY	FLANGED, EPOXY, #200, PRATT	\$ 910.00	\$ 871.00	\$ 820.94	\$ 834.04
VALVE - 12" BUTTERFLY	FLANGED, EPOXY, #200, PRATT	\$ 1,090.00	\$ 1,044.00	\$ 883.25	\$ 998.94
VALVE CAN - 6" X 18" SLIP	GALVANIZED	\$ 8.45	\$ 10.00	\$ 7.10	\$ 7.98
VALVE CAN - 8" X 18" SLIP	GALVANIZED	\$ 9.75	\$ 11.00	\$ 8.26	\$ 9.28
VALVE CAN - 6" X 36"	GALVANIZED	\$ 12.80	\$ 16.00	\$ 12.81	\$ 12.11
VALVE CAN - 8" X 36"	GALVANIZED	\$ 15.25	\$ 26.00	\$ 19.29	\$ 16.95
VALVE CAP - 6" CAST IRON	MARKED WATER	\$ 11.95	\$ 19.00	\$ 10.47	\$ 10.12
VALVE CAP - 8" CAST IRON	MARKED WATER	\$ 19.50	\$ 23.00	\$ 30.00	\$ 18.68
MISC - 1" X 3/4" X 3/4" U-BRANCH	JONES-2201	\$ 110.00	\$ 95.50	\$ 112.85	\$ 139.98
MISC - REDWOOD PLUG 1/2" DIAMETER	CONWOOD MFG.	\$ 3.00	\$ 2.50	\$ 1.85	\$ 1.87
MISC - REDWOOD PLUG 3/4" DIAMETER		\$ 3.00	\$ 2.50	\$ 1.85	\$ 1.87
MISC - REDWOOD PLUG 1" DIAMETER		\$ 4.00	\$ 3.00	\$ 2.29	\$ 2.30
MISC - REDWOOD PLUG 2" DIAMETER		\$ 6.00	\$ 5.00	\$ 5.02	\$ 4.25
MISC - BITUMASTIC GALLON CAN	KOPPER 50	\$ 40.00	\$ 48.00	\$ 37.17	\$ 55.58

TOTAL: \$ 35,168.60 \$ 41,022.75 \$ 34,247.57 \$ 34,067.49

Lowest Bid Items 78 4 85 95

* 13 parts were priced equally lowest by Ferguson and Dangelo

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
Kelli Newton, Management Analyst 

DATE: November 2, 2016

SUBJECT: **Ordinance No. 1008, First Reading.** Code Change 2016-05. A request to amend Chapter 6.42 of the Norco Municipal Code (Municipal Refuse Collection Service) to include a definition of scavenging, and to establish two new chapter sections to prohibit and enforce scavenging from and tampering with public containers.

RECOMMENDATION: Adopt **Ordinance No. 1008** for first reading and schedule the second reading for November 16, 2016.

SUMMARY: The proposed Ordinance amends Chapter 6.42 of the Norco Municipal Code (Municipal Refuse Collection Service) to include a definition of scavenging and to establish two new chapter sections to prohibit and enforce scavenging from and tampering with public containers.

BACKGROUND/ANALYSIS: Scavenging is the unauthorized collection, removal, or possession of refuse or recyclable material that is placed in residential or commercial collection containers, or any permanent or temporary receptacles utilized at special events and large venue events, by any person or entity other than the owner, the City or a City-authorized waste hauler.

The Norco City Council directed staff to research anti-scavenging laws after receiving complaints from residents and business owners within the City regarding individuals and groups of people who scavenge for recyclable materials, garbage, and other items of value placed in trash and recyclable containers before the containers are emptied by the City's contracted waste disposal company, Waste Management, Inc. Issues regarding privacy, theft, and potential injury have caused concerns for many residents.

Instances of scavenging at community events, commercial locations, and in local neighborhoods have increased in recent years. With the value of recyclable materials fluctuating, and the ability for scavengers to collect money from recycling centers, scavenging has become organized and increasingly pervasive, concerning residents and costing cities and waste disposal companies some revenues annually.

Enforcement of the Ordinance will be conducted by Code Enforcement and the Norco Sheriff's Department. Citizens may report instances of violations. Violation of the Ordinance constitutes an infraction resulting in fines from \$100.00 to \$250.00.

Agenda Item: 5.A.

The recommended amendments to Chapter 6.42 are noted in the underlined and italicized text:

Section: 6.42.010. Definitions.

For the purpose of this chapter, the following terms, phrases, words and their derivations shall have the meanings given in this section. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely discretionary:

- (1) "City" is the City of Norco, California.
- (2) "Garbage" is putrescible animal and vegetable wastes resulting from the handling, preparation, cooking, and consumption of food.
- (3) "Person" is any person, firm, partnership, association, corporation, company or organization of any kind.
- (4) "Refuse" is all putrescible and nonputrescible solid wastes, except body wastes including garbage, rubbish, ashes, street cleanings, animal manure, recyclable materials, and solid market and industrial wastes.
- (5) "Rubbish" shall mean nonputrescible solid waste consisting of both combustible and noncombustible wastes, such as, but not limited to, paper, cardboard, tin cans, aluminum cans, yard and green waste, wood, glass, and similar materials.
- (6) "Recyclable material" means a material which can be reused or processed into a form suitable for reuse through reprocessing or remanufacture, consistent with the requirements of the California Integrated Waste Management Act, and includes paper, newsprint, printed matter, pasteboard, paper containers, cardboard, glass, aluminum, PET and other plastics, beverage containers, compostable materials, animal manure, and such other materials designated as recyclables by the California Integrated Waste Management Board, or other agency jurisdiction, and which are collected by the franchisee pursuant to the franchise agreement.
- (7) "Containers" mean those receptacles used in collection and shall conform to the specifications defined in this chapter. (Ord. 663, 1993; Ord. 433 Sec. 1, 1979)
- (8) "Scavenging" is the unauthorized collection, removal, or possession of refuse or recyclable material that is placed in residential or commercial collection containers or any permanent or temporary receptacles utilized at special events

and large venue events, by any person or entity other than the owner, the City or a City-authorized waste hauler.

Section: 6.42.130. Prohibition on Scavenging from and Tampering with Public Containers.

- (a) It shall be unlawful for any person to do any of the following:
- (1) Scavenge from, tamper with, move, steal, tip, deface, or destroy any solid waste collection container, or the contents thereof;
 - (2) Scavenge from, tamper with, move, steal, tip, deface, or destroy any collection container for discarded recyclable materials, or the contents thereof.
- (b) No person shall remove, without lawful authority, any container intended for public use from the location where it is placed and maintained by the City or its authorized designee, for the authorized collection of solid waste or recyclables.

Section: 6.42.140. Scavenging Enforcement.

- (a) It is unlawful for any person to violate any provision or to fail to comply with any of the requirements of this chapter. In addition to other remedies provided by law, any person violating any provision of this chapter for failing to comply with any of the requirements is deemed guilty of an infraction with in the manner provided in Section 1.04.010.
- (b) Each person shall be deemed guilty of a separate offense for each and every day, or any portion thereof, during which any violation of or failure to comply with any of the provisions of this chapter is committed, continued or permitted by such person, and each instance shall be deemed punishable as provided in this chapter.
- (c) Each infraction is punishable as described in Section 1.04.010.

FINANCIAL IMPACT: None

STRATEGIC PLAN IMPACT: This ordinance supports Strategic Direction #5, Public Safety, of the City of Norco 2016 Strategic Plan, and will help improve quality of life by enhancing public safety services.

Attachment: Ordinance No.1008

ORDINANCE NO. 1008

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, TO AMEND CHAPTER 6.42 OF THE NORCO MUNICIPAL CODE (MUNICIPAL REFUSE COLLECTION SERVICE) TO INCLUDE A DEFINITION OF SCAVENGING, AND TO ESTABLISH TWO NEW CHAPTER SECTIONS TO PROHIBIT AND ENFORCE SCAVENGING FROM AND TAMPERING WITH PUBLIC CONTAINERS.

WHEREAS, the Norco City Council desires to prohibit scavenging after receiving complaints from residents and business owners within the City; and

WHEREAS, scavenging is the unauthorized collection, removal, or possession of refuse or recyclable material from public collection containers; and

WHEREAS, instances of scavenging at community events, commercial locations, and in local neighborhoods have increased in recent years; and

WHEREAS, instances of scavenging have caused many concerns for residents regarding privacy, theft, and potential injury; and

WHEREAS, with the value of recyclable materials fluctuating, and the ability for scavengers to collect money from recycling centers, scavenging has become organized and increasingly pervasive, concerning residents and costing cities and waste disposal companies some revenues annually.

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

Norco Municipal Code Chapter 6.42 MUNICIPAL REFUSE COLLECTION SERVICE is hereby amended to provide as follows:

Section: 6.42.010. Definitions.

For the purpose of this chapter, the following terms, phrases, words and their derivations shall have the meanings given in this section. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely discretionary:

- (1) "City" is the City of Norco, California.

(2) "Garbage" is putrescible animal and vegetable wastes resulting from the handling, preparation, cooking, and consumption of food.

(3) "Person" is any person, firm, partnership, association, corporation, company or organization of any kind.

(4) "Refuse" is all putrescible and nonputrescible solid wastes, except body wastes including garbage, rubbish, ashes, street cleanings, animal manure, recyclable materials, and solid market and industrial wastes.

(5) "Rubbish" shall mean nonputrescible solid waste consisting of both combustible and noncombustible wastes, such as, but not limited to, paper, cardboard, tin cans, aluminum cans, yard and green waste, wood, glass, and similar materials.

(6) "Recyclable material" means a material which can be reused or processed into a form suitable for reuse through reprocessing or remanufacture, consistent with the requirements of the California Integrated Waste Management Act, and includes paper, newsprint, printed matter, pasteboard, paper containers, cardboard, glass, aluminum, PET and other plastics, beverage containers, compostable materials, animal manure, and such other materials designated as recyclables by the California Integrated Waste Management Board, or other agency jurisdiction, and which are collected by the franchisee pursuant to the franchise agreement.

(7) "Containers" mean those receptacles used in collection and shall conform to the specifications defined in this chapter. (Ord. 663, 1993; Ord. 433 Sec. 1, 1979)

(8) "Scavenging" is the unauthorized collection, removal, or possession of refuse or recyclable material that is placed in residential or commercial collection containers or any permanent or temporary receptacles utilized at special events and large venue events, by any person or entity other than the owner, the City or a City-authorized waste hauler.

Section: 6.42.130. Prohibition on Scavenging from and Tampering with Public Containers.

(a) It shall be unlawful for any person to do any of the following:

(1) Scavenge from, tamper with, move, steal, tip, deface, or destroy any solid waste collection container, or the contents thereof;

(2) Scavenge from, tamper with, move, steal, tip, deface, or destroy any collection container for discarded recyclable materials, or the contents thereof.

- (b) No person shall remove, without lawful authority, any container intended for public use from the location where it is placed and maintained by the City or its authorized designee, for the authorized collection of solid waste or recyclables.

Section: 6.42.140. Scavenging Enforcement.

- (a) It is unlawful for any person to violate any provision or to fail to comply with any of the requirements of this chapter. In addition to other remedies provided by law, any person violating any provision of this chapter for failing to comply with any of the requirements is deemed guilty of an infraction with in the manner provided in Section 1.04.010.
- (b) Each person shall be deemed guilty of a separate offense for each and every day, or any portion thereof, during which any violation of or failure to comply with any of the provisions of this chapter is committed, continued or permitted by such person, and each instance shall be deemed punishable as provided in this chapter.
- (c) Each infraction is punishable as described in Section 1.04.010.

Ordinance No. 1008
Page 4
November 2, 2016

PASSED AND ADOPTED by the City Council at a regular meeting held on November 16, 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 November 2, 2016 and thereafter at a regular meeting of said City Council duly held on November 16, 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 November 16, 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: Steve King, Planning Director 
Arturo Garcia, Management Intern/WRCOG Executive Fellow 

DATE: November 2, 2016

SUBJECT: **Ordinance No. 1009, First Reading.** Code Change 2016-06.
A Request to Amend Chapter 6.24, "Abandoned Vehicles" of
the Norco Municipal Code to Include Definitions Thereof.

RECOMMENDATION: Adopt **Ordinance No. 1009** for first reading and schedule the
second reading for November 16, 2016.

SUMMARY: Chapter 6.24 "Abandoned Vehicles" of the Norco Municipal Code addresses the accumulation and storage of abandoned, wrecked, dismantled, or inoperative vehicles or parts thereof on private property. This ordinance, however, uses but does not define the significant elements of what makes a vehicle(s) fall under one of these categories. It is important that these definitions are in place to avoid conflicting interpretations by residents, enforcement officers, and the city.

BACKGROUND/ANALYSIS: The City of Norco has declared that the accumulation and storage of abandoned, wrecked, inoperable, or dismantled vehicles or parts is a public nuisance. These vehicles tend to invite unwanted pests, create blight, are an eye sore to neighborhoods and present a safety hazard for young children and animals. Residents who violate this Code are subject to an administrative citation and entitled to a hearing to appeal. Under the appeals process a case can be made by the violator that their vehicle does not fall under the category of what can be cited. The added terms are used throughout the chapter but not defined. To avoid additional conflict and possible court interpretation or civil suits, the City of Norco has adopted additional definitions for clarity, transparency, and understanding.

The City of Norco is a member of the Abandoned Vehicle Abatement (AVA) Service Authority. Vehicle owners pay a \$1 fee to the Department of Motor Vehicles which goes toward the AVA Program. These funds are then allocated to member agencies according to population, vehicles abated, and area. Residents can take advantage of the program to have their vehicles removed free of charge by the city. The city will then be reimbursed for all costs. As of Quarter 3 of the 2015/2016 Fiscal Year the City of Norco has a balance of \$61,916.16 for the reimbursement of direct costs related to the enforcement and abatement of abandoned vehicles. The City would like to increase enforcement and

Agenda Item: 5.B.

awareness of the program and to supplement that with the additional definitions so there is more clarity and understanding for residents who want to take advantage of the program.

No changes will be made on the current definitions in the Municipal Code. The recommended amendment to Section 6.24.010 Definitions is as follows noted by the underlined and italicized text:

Section: 6.24.010. Definitions.

(1) "Vehicle" means a device by which any person or property may be propelled, moved or drawn upon a highway, except a device moved by human power or used exclusively upon stationary rails or tracks.

(2) "Highway" means a way or place of whatever nature publicly maintained and open to the use of the public for purposes of vehicular travel. Highway includes street.

(3) "Public property" means any property owned by the government or one of its agencies, divisions, or entities, to include parks, streets, sidewalks and other property regularly used by the general public, "Public property" includes "highways".

(4) "Owner of the land" means the owner of the land on which the vehicle, or parts thereof, is located, as shown on the last equalized assessment roll.

(5) "Owner of the vehicle" means the last registered owner and legal owner of record.

(6) "Abandoned vehicle" means any vehicle that is left on any highway, public property or private property in such inoperable or neglected condition that the owner's intent to relinquish all further rights or interest in it may be reasonably concluded. In reaching a reasonable conclusion one must consider the amount of time the vehicle has not been moved, its condition, statements from the owner and witnesses.

(7) "Dismantled vehicle" means any vehicle which is partially or wholly disassembled.

(8) "Inoperative Vehicle" means any motor vehicle form which the engine, wheels, tires or other essential parts have been damaged or removed, or which the engine, wheels, tires, or other essential parts have been altered, damaged or allowed to deteriorate so that the vehicle cannot and/or is incapable of being driven under its own power or rendering the vehicle unsafe to operate on a highway. The lack of inflated tires, lack of a working engine, transmission, differential or other essential parts, or left unattended on jacks, blocks, or elevated in any other way which constitutes a threat to the public health, safety or general welfare.

(9) "Public nuisance vehicle" means any vehicle that is abandoned, wrecked, dismantled, or any inoperative parts thereof that is on public or private property, including highways, and that creates a condition tending to reduce the value of private property, promotes blight and deterioration, invites plundering, creates fire hazards, constitutes an

attractive nuisance endangering the health and safety of the general public, harbors rodents, insects and other vermin, or jeopardizes, health, safety and general welfare is a public nuisance.

(10) "Wrecked vehicle" means any vehicle that is damaged to such an extent that it cannot be operated upon the highway. A vehicle which has been wrecked in a traffic accident and which has been removed from the roadways to a lawful storage facility, but which has not been claimed by its owner, will not be considered an abandoned vehicle for the purposes of this chapter.

FINANCIAL IMPACT: None.

RELATIONSHIP TO STRATEGIC PLAN: This amendment is consistent with Strategic Direction #5 – "Improve the quality of life by enhancing public safety services."

Attachment: Ordinance No. 1009

ORDINANCE NO. 1009

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, AMENDING CHAPTER 6.24, SECTION 6.24.010 OF THE NORCO MUNICIPAL CODE "ABANDONED VEHICLES" TO INCLUDE DEFINITIONS THEREOF

WHEREAS, the City of Norco recognizes the accumulation and storage of abandon, wrecked, inoperable, and dismantled vehicles on private property are a nuisance; and

WHEREAS, a high priority of the City is to protect its residents and promote health and safety; and

WHEREAS, abandoned vehicles tend to reduce the value of private property, to promote blight and deterioration, to create a harborage for rodents and insects, to create a hazard to health, safety, and general welfare; and

WHEREAS, the City can be reimbursed for the direct cost related to enforcement and abatement of abandoned vehicles by the Abandoned Vehicle Abatement Service Authority; and

WHEREAS, the City will attempt to increase enforcement and awareness of the services provided by the AVA Program.

NOW, THEREFORE, the City Council of the City of Norco does hereby find, determine, order, and resolve as follows:

SECTION 1: Norco Municipal Code Section 6.24.010 (Definitions) is hereby established to read as follows:

Chapter 6.24.010 Definitions

In addition to and in accordance with the determination made and the authority granted by the state of California under Section 22660 of the Vehicle Code to remove abandoned, wrecked, dismantled or inoperative vehicles or parts thereof as Public nuisances, the city council of Norco, California makes the following findings and declarations:

The accumulation and storage of abandoned, wrecked, dismantled or inoperative vehicles or parts thereof on private or public property not including highways is found to create a condition tending to reduce the value of private property, to promote blight and deterioration, to invite plundering, to create fire hazards, to constitute an attractive

nuisance creating a hazard to the health and safety of minors, to create a harborage for rodents and insects and to be injurious to the health, safety and general welfare. Therefore, the presence of an abandoned, wrecked, dismantled or inoperative vehicle or parts thereof, on private or public property not including highways, except as expressly hereinafter permitted, constitutes a public nuisance which may be abated as such in accordance with the provisions of this chapter.

As used in this chapter:

(1) "Vehicle" means a device by which any person or property may be propelled, moved or drawn upon a highway, except a device moved by human power or used exclusively upon stationary rails or tracks.

(2) "Highway" means a way or place of whatever nature publicly maintained and open to the use of the public for purposes of vehicular travel. Highway includes street.

(3) "Public property" means any property owned by the government or one of its agencies, divisions, or entities, to include parks, streets, sidewalks and other property regularly used by the general public, "Public property" includes "highways".

(4) "Owner of the land" means the owner of the land on which the vehicle, or parts thereof, is located, as shown on the last equalized assessment roll.

(5) "Owner of the vehicle" means the last registered owner and legal owner of record.

(6) "Abandoned vehicle" means any vehicle that is left on any highway, public property or private property in such inoperable or neglected condition that the owner's intent to relinquish all further rights or interest in it may be reasonably concluded. In reaching a reasonable conclusion one must consider the amount of time the vehicle has not been moved, its condition, statements from the owner and witnesses.

(7) "Dismantled vehicle" means any vehicle which is partially or wholly disassembled.

(8) "Inoperative Vehicle" means any motor vehicle from which the engine, wheels, tires or other essential parts have been damaged or removed, or which the engine, wheels, tires, or other essential parts have been altered, damaged or allowed to deteriorate so that the vehicle cannot and/or is incapable of being driven under its own power or rendering the vehicle unsafe to operate on a highway. The lack of inflated tires, lack of a working engine, transmission, differential or other essential parts, or left unattended on jacks, blocks, or elevated in any other way which constitutes a threat to the public health, safety or general welfare.

(9) "Public nuisance vehicle" means any vehicle that is abandoned, wrecked, dismantled, or any inoperative parts thereof that is on public or private property.

including highways, and that creates a condition tending to reduce the value of private property, promotes blight and deterioration, invites plundering, creates fire hazards, constitutes an attractive nuisance endangering the health and safety of the general public, harbors rodents, insects and other vermin, or jeopardizes, health, safety and general welfare is a public nuisance.

(10) "Wrecked vehicle" means any vehicle that is damaged to such an extent that it cannot be operated upon the highway. A vehicle which has been wrecked in a traffic accident and which has been removed from the roadways to a lawful storage facility, but which has not been claimed by its owner, will not be considered an abandoned vehicle for the purposes of this chapter.

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 City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, subsections, sentences, clauses, or phrases 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 hereto 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.

Ordinance No. 1009

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November 16, 2016

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on November 16, 2016.

Kevin Bash, Mayor
City of Norco, California

ATTEST:

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

I, CHERYL L. LINK, City Clerk of the City of Norco, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Norco, California, duly held on November 2, 2016 , and thereafter at a regular meeting of said City Council duly held on November 16, 2016 , it was duly passed and adopted by the following vote of the City Council.

AYES:

NOES:

ABSENT:

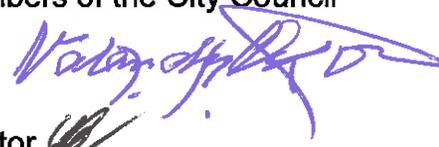
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California, on November 16, 2016.

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

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andy Okoro, City Manager 

PREPARED BY: Steve King, Planning Director 

DATE: November 2, 2016

SUBJECT: **Ordinance No. 1010, First Reading.** Specific Plan 85-1 (Auto Mall) Amendment 8 (City of Norco) to amend the architectural and design standards of the Auto Mall Specific Plan.

RECOMMENDATION: Adopt **Ordinance No. 1010** for first reading and schedule the second reading for November 16, 2016.

SUMMARY: Amendment 8 to the Auto Mall Specific Plan proposes changes to the architectural standards and procedures to reflect how development has transpired in the Auto Mall since the specific plan was first adopted and to allow corporate design requirements of new car dealerships where those designs are inconsistent with the early California Spanish theme that is currently required in the Auto Mall Specific Plan. At its meeting on October 12, 2016 the Planning Commission reviewed this project and recommended approval.

BACKGROUND: The Auto Mall Specific Plan was approved with the following architectural style requirements:

100 Architectural Style

All development in the project area shall be subject to approval by the Auto Mall Architectural Review Board. Approval shall be based on standards set forth in the Architectural Design Manual, which shall include the following criteria:

- (1) General Theme. All building, structures, and other improvements shall carry out an overall architectural theme of early California Spanish in a manner acceptable to the Architectural Review Board.*
- (2) Exterior walls: Exterior wall of all buildings are anticipated to be off white or earth tones and be constructed of Spanish style textured such as slump stone concrete block, Spanish style plaster, or adobe brick. The use of heavy appearing exposed wood beams is encouraged in the construction of the showroom and outside pavilion display areas to carry out the Spanish style architectural theme.*
- (3) Roof materials and design: All portions of the finished roof of any building visible to the public from the freeway, cul-de-sac plazas, or public streets shall*

be constructed of mission clay or Spanish clay tile. Said tile shall be earth colors. Slope of all tile roofs shall meet manufacture's specifications.

- (4) Showroom Floor Elevations: The elevation of the dealer showroom floor shall be in conformance with the finished grade indicated on the approved grading plan.*

The Specific Plan also contains an implementation section (130. Implementation) that calls for the formation of 1) Conditions, Covenants, and Restrictions (CC&R's); 2) Auto Dealer Association; 3) Compliance with California Environmental Quality Act (CEQA); and 4) Formation of an Architectural Review Board and development of a Design Manual.

ANALYSIS: This specific plan amendment is proposed to replace the existing design standards and procedures in the Specific Plan to better reflect what has been developed over the years within the Auto Mall and to accommodate corporate design requirements for new car dealership building remodels. Of all the dealership buildings that have developed within the Auto Mall only a couple can still be considered consistent with the early California Spanish style:

- Hemborg Ford: elements of early California Spanish (arches, clay barrel roofing, and stucco)
- Paul Blanco (old Mazda): modern, no elements of early California Spanish
- Norco Truck and Auto (old Mitsubishi): only remaining feature is a porch cover with exposed wood-braced construction and clay-barrel tile roofing. Subsequent upgrades have been more western in theme.
- Norco Truck Center (former Chrysler): modern, no elements of early California Spanish.
- Browning Dodge, Chrysler, Jeep: modern, no elements of early California Spanish.
- Tractor Supply (former Frahm Chrysler repair building): western, no elements of early California Spanish.

The Ford Corporation has adopted a modern design theme that is being required of all Ford Dealerships and Hemborg Ford has submitted plans for the remodel. The design is not consistent with early California Spanish but as noted above and shown on Exhibit B, neither is the design theme that has become established within the Auto Mall.

At the Planning Commission meeting it was reported by the architectural firm "A.W. Strickler Design" that Hemborg Ford insisted on keeping some of the existing elements of the building to better fit the City and be reflective of the Auto Mall. Ultimately the Ford Corporation agreed but as a result Mr. Hemborg is having to forego the remodel assistance package that is given to existing dealers to help defray the remodel costs for full compliance with the new prototype.

The Planning Commission proposed the following amendment to replace Section 100 stated above:

100 Architectural Style

New dealership development and major remodels of existing dealership buildings are subject to approval by the Planning Commission. Design features shall include conformity to the design features and themes of surrounding structures including articulation, colors, and materials, and shall incorporate design themes as may be required by new car dealership corporate design standards.

In addition, it is recommended that items 1) "CC&R's" and 4) "Architectural Review Board and Design Manual" from Section 130 (Implementation) be eliminated as requirements since the CC&R's have since been removed from the Auto Mall, and the Planning Commission design review process serves the purpose of an "Architectural Review Board" and "Design Manual."

Attachment: Ordinance 1010, Specific Plan 85-1, Amendment 8
Exhibit "A" – Excerpt Auto Mall Specific Plan, Section 130 "Implementation"
(with highlighted corrections)
Exhibit "B" – Photos, Existing Auto Mall buildings.

ORDINANCE NO. 1010

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORCO APPROVING SPECIFIC PLAN 85-01 AMENDMENT 8 TO AMEND THE NORCO AUTO MALL SPECIFIC PLAN, WITH ANY RELATED CROSS-REFERENCES IN OTHER CHAPTERS AS NEEDED, TO REVISE THE ARCHITECTURAL STANDARDS AND PROCEDURES. SPECIFIC PLAN 85-1, AMENDMENT 8

WHEREAS, THE CITY OF NORCO initiated an application to amend the Auto Mall Specific Plan to revise the architectural design requirements and procedures; and

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

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

WHEREAS, at the time set at 7 p.m. on October 12, 2016 within the Council Chambers at 2820 Clark Avenue, Norco, California, 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, based on findings of fact said Planning Commission adopted Resolution 2016-60 recommending to the City Council that Specific Plan 85-1 Amendment 8 be approved; and

WHEREAS, the Specific Plan Amendment was duly submitted to City Council for decision at a public hearing for which proper notice was given; and

WHEREAS, the Specific Plan Amendment was scheduled for public hearing on November 2, 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 Specific Plan Amendment; and

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

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

A. The requested amendment is consistent with, and not contrary to, the Norco General Plan, the Zoning Code, and the Norco Auto Mall Specific Plan since the project only changes architectural design issues, without eliminating standard project review and conditioning process.

B. The project has been determined to be exempt from the California Environmental Quality Act and the City of Norco Environmental Guidelines pursuant to Section 3.13.

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

SECTION 1: Specific Plan 85-1, Norco Auto Mall Specific Plan is hereby amended as follows:

100 Architectural Style

~~All development in the project area shall be subject to approval by the Auto Mall Architectural Review Board. Approval shall be based on standards set forth in the Architectural Design Manual, which shall include the following criteria:~~

- ~~(1) General Theme. All building, structures, and other improvements shall carry out an overall architectural theme of early California Spanish in a manner acceptable to the Architectural Review Board.~~
- ~~(2) Exterior walls: Exterior wall of all buildings are anticipated to be off white or earth tones and be constructed of Spanish style textured such as slump stone concrete block, Spanish style plaster, or adobe brick. The use of heavy appearing exposed wood beams is encouraged in the construction of the showroom and outside pavilion display areas to carry out the Spanish style architectural theme.~~
- ~~(3) Roof materials and design: All portions of the finished roof of any building visible to the public from the freeway, cul-de-sac plazas, or public streets shall be constructed of mission clay or Spanish clay tile. Said tile shall be earth colors. Slope of all tile roofs shall meet manufacture's specifications.~~
- ~~(4) Showroom Floor Elevations: The elevation of the dealer showroom floor shall be in conformance with the finished grade indicated on the approved grading plan.~~

New dealership development and major remodels of existing dealership buildings are subject to approval by the Planning Commission. Design features shall

include conformity to the design features and themes of surrounding structures including articulation, colors, and materials, and shall incorporate design themes as may be required by new car dealership corporate design standards.

130 Implementation

~~(1) Conditions, Covenants, and Restrictions (CC&R's):~~

~~The City Redevelopment Agency shall prepare CC&R's prior to approval of the first new auto dealership. The CC&R's are to contain provisions for the implementation and compliance with this Specific Plan, and to limit resale of properties that were purchased from or with the assistance of the Norco Community Redevelopment Agency. The CC&R's shall be recorded on each property within the project area upon development of each parcel.~~

~~(4) Architectural Review:~~

- ~~(a) Architectural Review Board: (et.al.)~~
- ~~(b) Architectural Standards: (et.al.)~~
- ~~(c) Interim Design Approval: (et.al.)~~
- ~~(d) Application: (et.al.)~~
- ~~(e) Process: (et.al.)~~
- ~~(f) Appeal: (et.al.)~~

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.

Ordinance No. 1010
Page 4
November 16, 2016

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held November 16, 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 November 2, 2016 and thereafter at a regular meeting of said City Council duly held on November 16, 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 November 16, 2016.

Cheryl Link, City Clerk
City of Norco, California

property within the project area upon development of each parcel.

(2) Auto Dealer Association:

Each auto dealer shall be party to an association of auto dealers for the purpose of insuring the compliance with this Specific Plan, and to promote the viability of the auto mall through advertising and cooperation. In addition other auto-related businessman and/or property owner within the project area may be party to this association.

(3) California Environmental Quality Act (CEQA):

All proposed development include all appropriate mitigating measures contained in the Environmental Impact Report for Specific Plan One (Norco Auto Mall). An environmental assessment shall be conducted for all proposed development to determine if there will be environmental impacts not fully considered in the Specific Plan Environmental Impact Report.

~~(4) Architectural Review:~~

~~(a) Architectural Review Board: A five member Auto Mall Architectural Review Board shall be appointed by the City Council and consist of a member each from the Norco Planning Commission, the Dealership Association, two (2) members at large, and a professional architect. The members at large shall be citizens of the City of Norco without business or financial associations with any business or property within Specific Plan One. The professional architect shall be reimbursed on a time and materials basis payable by the Dealership Association. The Director of Community Development will provide staff support representing all City interests.~~

~~(b) Architectural Standards: The Architectural Board shall be responsible for preparing and maintaining a Design Manual that promotes a unified early California/Spanish design theme. The Design Manual shall include guidelines on building style and materials, walkways, landscaping, signs, parking, access, public facilities and other matters determined to be necessary to carry out the architectural theme. The Design Manual shall be adopted by City Council resolution.~~

~~(c) Interim Design Approval: Prior to the creation of the Architectural Review Board and/or the adoption of the Design Manual the Planning Commission shall determine proper architectural design based upon the standards of chapter 10.41 Architectural Review and the intent of this Specific Plan.~~

~~(d) Application: In addition to the information required in the application for the development permit, the applicant shall also submit a color board of the building materials and/or a colored architectural perspective of the structures including parking and landscaping and such other items determined appropriate by the Architectural Review Board.~~

~~(e) Process: At least five days prior to the Planning Commission scheduled hearing on the development permit, the Secretary to the Planning Commission shall call the Auto Mall Architectural Review Board meeting and so inform the applicant. The Director of Community Development or his designee shall provide the board with sufficient information to properly review the application and shall provide staff support at the board meetings. The Auto Mall Architectural Review Board shall forward~~

~~a report to the Planning Commission on the architectural merits of the project and make suggestions on improvements if they deem advisable. The Planning Commission shall use this report as advisory in considering the development permit.~~

~~(f) Appeal: Any decision made by the Planning Commission regarding architectural review may be appealed to the City Council per the procedures set forth in Chapter 18.40 Site Plan Review.~~

(5) Site Development Plan:

All new development shall be approved by the Planning Commission per Chapter 18.40 Site Plan Review of the Norco Zone Code. The development of each site is permitted only if it is found in each case that the purpose, objectives, policies, principles, criteria and intent of the Specific Plan will be accomplished. At the time a site plan is being considered by the City, specific conditions may be attached to the approval to assure that the intent of the Specific Plan will be achieved. A Site Plan shall be approved only if the intent and requirements of the Specific Plan are satisfied. The criteria for use approval shall include the following:

(a) The general requirements for a Site Plan as provided in Chapter 18.40 of the Norco Zone Code are satisfied;

(b) The criteria, standards, requirements and limitations provided for in this Specific Plan are satisfied;

(c) The proposed development conforms to the objectives, policies and intent of this Specific Plan.



Exhibit B

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: November 2, 2016

SUBJECT: **Appeal Hearing.** Conditional Use Permit 2015-06 (Duarte): An appeal of the Planning Commission's denial of a request for approval to allow a detached accessory building consisting of a 1,250 square-foot storage building at 5060 Pinto Place located within the A-1-20 (Agricultural Low Density) Zone.

SUMMARY: The request for Conditional Use Permit (CUP) 2015-06 for an accessory building that was built without permits, was denied by the Planning Commission on September 14, 2016. The project was denied without prejudice 5-0, with the stipulation that the applicant re-submit within six months, with a geo-technical and drainage report and with plans that show an open animal keeping area that does not have to be driven over to access the subject building. This decision was appealed by City Council.

PROJECT DESCRIPTION/ANALYSIS: The subject property is located in the A-1-20 zone. The property consists of about .46 acres/20,038 square feet and is developed with a single family residence (ref. Exhibit "A" – Location Map, Exhibit "B" – APN Map and Exhibit "E" – Aerial and Site Photos).

There is a five-foot wide horse trail easement on the property that is part of a 15-foot wide horse trail at the rear of the property. The property is a split level lot, created by a slope roughly in the center of the property, with the front half lower than the back half.

The subject accessory building has already been constructed at the rear of the property and as a result, there is a Code Compliance case on the property. This project was originally scheduled for a public hearing before the Planning Commission on April 8, 2015, but was not heard and continued off-calendar. This was necessary so that outstanding code violations potentially related to the subject accessory building could be resolved first. This has been completed and at this point, the only item left is the construction of the subject accessory building without a permit, and a building permit cannot be issued without an approved CUP. If the CUP is not approved the building will have to be torn down. Historically, the City has imposed as penalty for construction without permit doubling of building permit fees.

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 and building elevations for the subject accessory building are attached (ref. Exhibit "C" – Site Plan and Exhibit "D" – Building Elevations and Actual Building Picture). The building is proposed to remain at the rear of the property and is a typical metal structure that is used for storage.

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

- The minimum setbacks of 5 feet from side and rear property lines, and 10 feet from any other structure are required for accessory buildings. **The subject building meets 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 has a height of 16 feet 10 inches 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 20,038; however, the property is not completely flat primarily due to the split level characteristic of the property. At least 14,000 square feet of the property has an average grade of 4% or less. The pad coverage for the property is approximately 30%, which takes into account the existing and subject 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 over 2,880 square-feet at the rear of the property on the south side of the subject structure, which is rectangular in shape and a minimum of 24 feet on all sides. As designed, access to the accessory building would be through the open animal area which has been an issue with the Planning Commission but is not prohibited by the Norco Municipal Code.**

The Planning Commission considered the above information and in its purview, looked not only at the minimum standards but also at concerns with stability of the building's foundation, drainage impacts on the adjacent property to the north, and the protection of animal-keeping. The project was denied without prejudice on a 5-0 vote with the condition that the applicant re-submit within six months, with a geo-technical and drainage report, and with plans that show an open animal keeping area that does not have to be driven over to access the subject building. (ref. Exhibit "G" – Planning Commission Minutes dated September 14, 2016).

Letters of opposition to the project that was presented to the Planning Commission has been attached to this report (ref. Exhibit "F").

If the City Council chooses to uphold the decision of the Planning Commission to deny the project without prejudice, with stipulations (to re-submit to the Planning Commission), then a detailed motion and roll call vote is all that is needed. If the City Council chooses to deny the project, a resolution of denial needs to be adopted and staff will commence a Code compliance action to get the illegally built structure removed. If the City Council chooses to approve the project, a resolution of approval needs to be adopted. The resolution for approval can incorporate any changes by the City Council.

Attachments: Resolution 2016-61 for denial
 Resolution 2016-62 for approval
 Exhibit "A" – Location Map
 Exhibit "B" – Assessor's Parcel Map
 Exhibit "C" – Site Plan
 Exhibit "D" – Building Elevations and Actual Building Picture
 Exhibit "E" – Aerial and Site Photos
 Exhibit "F" – Letters of Opposition
 Exhibit "G" – Planning Commission Minutes dated September 14, 2016

RESOLUTION NO. 2016-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO DENYING A CONDITIONAL USE PERMIT TO ALLOW A DETACHED ACCESSORY BUILDING CONSISTING OF A 1,250 SQUARE-FOOT STORAGE BUILDING AT 5060 PINTO PLACE LOCATED WITHIN THE A-1-20 (AGRICULTURAL LOW DENSITY) ZONE. (CONDITIONAL USE PERMIT 2015-06)

WHEREAS, RAMIRO DUARTE submitted an application to the City of Norco, California for a conditional use permit under the provisions of Chapter 18.45, Title 18 of the Norco Municipal Code by for property located at 5060 Pinto Place (APN 153-052-014); 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 September 14, 2016 within the Council Chambers at 2820 Clark Avenue, Norco, California, 92860, said petition was heard by the Planning Commission for the City of Norco; and

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

WHEREAS, said Planning Commission denied said petition without prejudice; and

WHEREAS, said denial without prejudice by the Planning Commission was appealed to the City Council of the City of Norco; and

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

WHEREAS, at the time set, at 7 p.m. on November 2, 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 adversely affect the general welfare of persons residing or working in the neighborhood thereof.

B. The requested use will adversely affect the adjoining land uses.

C. The size and shape of the site proposed for the use is not adequate to allow full development of the proposed use and still protect the animal-keeping potential of the lot.

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 November 2, 2016 that the aforesaid application for a conditional use permit is denied.

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

Resolution No. 2016-61 (for denial)

Page 3

November 2, 2016

PASSED AND ADOPTED by the City Council at a regular meeting held on November 2, 2016.

Kevin Bash, Mayor
City of Norco, California

ATTEST:

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

I, CHERYL L. LINK, CMC, City Clerk of the City of Norco, California, do hereby certify that the foregoing Resolution was adopted by the City Council of the City of Norco, California, at a regular meeting thereof held on November 2, 2016 by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

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

RESOLUTION NO. 2016-62

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 1,250 SQUARE-FOOT STORAGE BUILDING AT 5060 PINTO PLACE LOCATED WITHIN THE A-1-20 (AGRICULTURAL LOW DENSITY) ZONE. (CONDITIONAL USE PERMIT 2015-06)

WHEREAS, RAMIRO DUARTE submitted an application to the City of Norco, California for a conditional use permit under the provisions of Chapter 18.45, Title 18 of the Norco Municipal Code by for property located at 5060 Pinto Place (APN 153-052-014); 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 September 14, 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 September 14, 2016 the Planning Commission denied said petition without prejudice; 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 November 2, 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 November 2, 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 Exhibit "E" – Actual Pictures/Building Elevation and Actual Building Picture dated March 18, 2015 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 for the subject structure on the 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 subject building shall complement the existing house in color.
10. This approval is for an accessory building consisting of storage 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 these accessory buildings 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 November 2, 2016.

Kevin Bash, Mayor
City of Norco, California

ATTEST:

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

I, CHERYL L. LINK, CMC, City Clerk of the City of Norco, California, do hereby certify that the foregoing Resolution was adopted by the City Council of the City of Norco, California, at a regular meeting thereof held on November 2, 2016 by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

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



EXHIBIT "E"
CWP 2015-06
1 OF 1

PHOTOS



Access to the back of the property



Location of subject structure



Open animal keeping area



Location of subject structure

EXHIBIT "E"

CUP 2015-06

2 OF 2

August 10, 2016

AUG 10 2016

Planning Commission City of Norco, CA

CITY CLERK
TIME: _____ C: Code Compliance
Planning Dept

I am writing in response to a notice I received from the City of Norco, CA regarding a CUP request for a 1,250 square-foot building at 5060 Pinto Pl. Homeowner/requestor is Duarte.

I live next door (North at 5080 Pinto Pl) to the above property. Approximately 18 months ago, the Duarte family moved into the property. Mr. Duarte immediately moved in about 50-60 old used washers and dryers to the far rear of the property. When asked what they were for, Mr. Duarte replied that he converts them to coin operated washers/dryers and sells them out of the country. Shortly thereafter, Mr. Duarte began grading his back property. His and my properties were level with each other at this time with a chain link fence separating the two properties. He pulled/pushed dirt from the farthest point back forward toward the middle portion of his property. When he was finished, the far rear of his property took about a three (3) foot drop straight down from my property. Where he had pushed the dirt forward, his property was now three or four (3-4) feet higher than my property. He then formed a rectangular wood (2' x 6' boards?) boarder approximately 25' x 50' and poured a concrete slab. It was about this time that I witnessed a conversation between him and another neighbor who happens to be a Riverside County Code Enforcement Officer. She asked Mr. Duarte if he had pulled a permit with the City of Norco for the grading. Mr. Duarte indicated that he had not. He was then informed by this officer that he was required to obtain a building permit for grading and if his plan was to place a building on the concrete slab, a permit would also be required for that. Within two weeks the 20' x 50' industrial building was erected. Construction started on a Friday and was finished by late Sunday. Coincidentally, the city offices are closed on Friday, Saturday and Sunday.

Mr. Duarte's next move was to build what he told me would be a six-foot wood fence along the graded area between our two properties. The fence does measure a little over six feet at the far rear of the property where his property is now three plus feet lower than my property. However, this six foot fence at the section of his property that Mr. Duarte built up is approximately ten (10") feet high when standing on my property. Mr. Duarte also used wood slats at the bottom of the wood fence as a retainer between his raised property and my now lower property. This wood slat retainer has now become a major issue for me due to the fact that the City of Norco has now sited Mr. Duarte on numerous aspects of his grading and building projects. One requirement was for Mr. Duarte to remove the wood slats. He has not replaced them with a proper retaining wall so dirt, rock and debris are now falling down against and through the chain link fence separating our properties. Also, during the few rains we experienced last winter, the water from Mr. Duarte's property drains onto my property causing flooding in that section of my arena nearest the property line. A significant amount of land has been washed away exposing the electrical conduit that was once below ground. In June 2016 I had a conversation with Mr. and Mrs. Duarte, partially regarding the crumbling land and the flooding from last winter. Mr. Duarte stated to me, "that is your problem because you reported me to the city they made me remove the wood slats so

EXHIBIT "F"

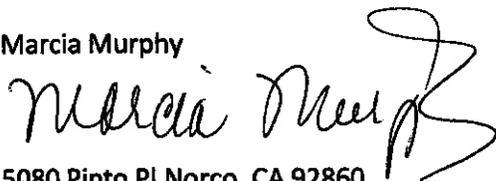
that is your own fault." Mrs. Duarte also stated to me during this same conversation that I should probably move back to Oregon where I had come from.

Around this same time that Mr. Duarte built the wood fence, he indicated to me that the City of Norco had granted him a business license to run the washer/dryer conversion business from his property. I later learned that this was not true. No business license had been issued, yet he continued to bring more and more washers/dryers onto his property. Neighbors complained due to the noise in the middle of the night as his loaded trailer scraped up the driveway and loud talking while unloading. Neighbors complained about the number of cars parked on the street in front of many houses and loud talking from the property beginning shortly after 6 AM. I have on more than one occasion provided video of Mr. Duarte unloading washers/dryers with his tractor and placing them in his industrial building. Yet he continues to tell the Norco Code Enforcement Officer that he is no longer bringing washers/dryers onto his property. A recently as a few short weeks ago I was sitting at the stop sign at the end of our street as Mr. Duarte turned onto Pinto Place with a trailer load of washers/dryers.

Living next door to the Duarte family has become very nerve racking. I worry about retaliation against myself and my animals. I am retired and live alone and just want to be left alone and at peace. By writing this letter and speaking at the public Planning Commission meeting (should I work up enough nerve to do so) I feel I may be setting myself up for more grief. That being said, I feel that I have no choice but to voice my concerns now because I do not see the situation improving on its own. Eventually enough debris will cave in on the chain link fence and cause it to collapse. Fence posts left exposed where Mr. Duarte graded his property lower may eventually be washed out and fall. Not to mention the integrity of the ground beneath the industrial building and its support capabilities. Will it last or will it eventually come sliding down onto my property?

Thank you for your time and consideration.

Marcia Murphy

A handwritten signature in black ink that reads "Marcia Murphy". The signature is written in a cursive style with a large, stylized flourish at the end.

5080 Pinto Pl Norco, CA 92860

951 255-6994

CWP 2015-06

Planning Commission
City of Norco, CA

April 6, 2015

This letter is in response to the Notice of Public Hearing I received from the Planning Commission for the City of Norco, CA regarding a Conditional Use Permit for the Duarte property located at 5060 Pinto Pl, Norco, CA.

When they arrived to the neighborhood, the very first thing moved onto the property was a collection of approximately 10-15 old washers and dryers. I inquired as to why with Mr. Duarte. He stated that he converts them to coin operated and sells them out of the United States. He told me that they would only be there for a few days then would be gone. Over the next few weeks the numbers rose to 50-60 washers/dryers on the property at any one time. They move them onto and off of the property at all hours of the night and day, sometimes as late as 2:30 to 3:00 AM. The trailer and truck scrape on the driveway as they yell directions to each other. Neighbors are awakened, dogs bark and the quality of life as we knew it changes.

Since the Duarte family moved into this property, they have graded the rear of the property (which was originally level with my rear property) with an approximate 3-4 foot drop lower than my property. The grading is only about 1-2 feet from my fence line. I know no permit was obtained and am uncertain as to the stability of the land under my fence.

An approximate 25' x 50' concrete slab was poured. Then one weekend (literally from Friday afternoon to Sunday afternoon) a 25' x 50' Commercial building was erected. It stands at least 20-25' feet high and now completely blocks all view I had of the city. In fact, all I see from every point of my back property is that building.

Multiple neighbors have spoken with Mr. Duarte about the fact that he is running a commercial business from his home with all of its associated noise, additional cars and people (workers ?) now present in the neighborhood. As recent as last week he denies that any business or conversion of washers/dryers is taking place on his property. However, I have video of him transporting washers from his trailer to the commercial building last Friday April 3, 2015.

I am not against anyone doing anything legal on their property as long as it does not affect me. I must say, what was once my retirement paradise in the back yard, has now turned into a less than desirable place to relax. The quiet is gone. The view is gone. And the fumes from the tractor are sickening. I guess what I am saying is that the quality of life here has diminished.

CUP 2015-06

Re: Conditional Use Permit 2015-06 (Duarte)

The Duartes moved in and brought many washers and dryers with them. They were told by neighbors they could not keep them on the property and the Duarte's said they were going to build a barn to put them in.

The Duartes said they bought in Norco because they thought Norco was a good ole boy place and we would be happy to have someone making money living here, even if the "money making" was in the neighborhood. They said they paid a lot of money for the house, put a lot of money into grading the backyard and putting the large structure up (both without permits) so they could have the washer/dryer 're-hab' business on the property.

We are not a "good ole boy" community or neighborhood. We are hardworking, taxpaying, law abiding citizens that also paid a lot for our homes. We did not buy in a commercial zone and then tried to turn it into a neighborhood. We bought in a residential area to raise our families and pets without having to worry about extra traffic or employees coming and going. Norco put a lot of time, thought and money to become HORSETOWN USA and with that came some security in knowing that our horse properties would remain just that and our property values would continue to rise as other areas phased out horse properties.

This property is now being used for commercial washers and dryers. Due to the sloped back yard, all the concrete and the large commercial building, it is no longer horse property and has had a negative effect on at least the two houses on either side of it with the structure visible to several other properties. This structure could just as easily have gone up next to my property and brought my value down and I do not want that to happen now or in the future.

We have many empty buildings in Norco and I am sure the Duartes renting one for their business would be an easy fix. The business would remain close to home and all the trappings of the business would not negatively impact our neighborhood.

3. CONTINUED PUBLIC HEARING:

- A. **Conditional Use Permit 2015-06 (Duarte):** A request for approval to allow a detached accessory building consisting of a 1,250 square-foot storage building at 5060 Pinto Place 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.

A Conditional Use Permit is required to be filed, the building was built without a permit and a code case is on file. The applicant/homeowner is trying to legalize the structure. The project went to Architectural Review Committee and members have concerns with the industrial look. Senior Planner Robles states she sent all members letters of opposition. All requirements were met; staff recommends approval.

Director King elaborates on the process of the steps that can be taken and explains that a condition will be placed on approval regarding the base that the building was placed on.

Member Jaffarian asks about issues described in the opposition letter like drainage and fencing conditions. Director King confirms that all other issues have been resolved.

Member Rigler has issues with regards to grade, visited site and asking if the site would get a grading permit. Also questions the slope and driveway in the animal keeping area.

Director King clarifies the issues with the grading and how that will be a condition to the approval.

Member Hedges questions if the building will look like the house. Planner Robles states that yes it will need to be painted with the color of house.

Member Azevedo asks if notifying the residents within 300ft is done with this process. Planner Robles confirms the 300ft. Member Azevedo questions why commission members do not receive a copy of the application for review. Planner Robles responds that the Staff Report is used to summarize the application. Member Azevedo has issues with the grading, footings, and the backfill done at the site.

Chair Leonard asks if anyone has confirmed that there is no business there on site. Also has staff gone on site to confirm dimensions of building are correct and if there are utilities inside? Planner Robles confirms she has been on site, and the dimensions are correct. Chair Leonard asks if anyone has gone inside the building to confirm that there is no bathroom inside. Planner Robles stated there is no restroom but could not confirm if there are no utilities. Chair Leonard would like engineer to answer questions.

Associate Engineer Sam Nelson responds to members concerns with the drainage issues, explains that the site is 95% in line with the areas drainage, and does believe that these issues can be resolved with a retaining wall. Vice Chair Rigler questions Associate Engineer Nelson's response that he feels there is a significant change is grade and there is going to be drainage issues for the neighbors.

Chair Leonard questions Associate Engineer Nelson if he viewed all sides of the rear of the property in regards to the temporary wall made and the debris used to compact the ground near the foundation of the building, Engineer Nelson explains what he seen while on site. Chair Leonard still had concerns.

Chair Leonard requests Code Enforcement to respond to questions. Chair Leonard asks Code Enforcement Office Javier Rodriguez if he was able to go inside building to confirm there is no business being conducted out of proposed building. Officer Rodriguez responds that he was able to go inside the building; he confirmed that there is no washer/dryer business being conducted. Chair Leonard asks how long ago was Officer Rodriguez on site; Rodriguez responds that he was on site within the last month, month and a half.

Chair Leonard OPENED the public hearing, indicating that proper notification had been made and asked for the appearance of those wishing to speak.

Marcia Murphy explains frustration with the issues she has seen since he has moved in, the grading has made a 4' difference between the homes. States she feels it's a home based business, and states that Kevin Bash came to her home to see the disruption from the business, city staff did come to her home to see the issue as well. Explains that the issue with flooding is affecting her property, she also submitted pictures for commission members to see the issues she is referring too and is asking for help.

Ramiro and Jennifer Duarte explain how they came here from out of state and admit to building the structure. Both explain that the site was vacant for a long period of time and made improvements. Jennifer explains that there is previous issue with the animals and the neighbor and the boards were used to protect the dogs, code enforcement can confirm of this. Both apologize and are trying to make peace with this situation. Jennifer confirms that the barn is tan in color, like the home.

Chair Leonard displays pictures turned in by a neighbor showing large quantities of washer and dryers in the rear of the property and asking if Mr. Duarte is running a business out of the structure. Mr. Duarte states that he is not running a business and that the pictures are from when he first moved in. Chair Leonard states when he was on the property and seen 35-40 washer and dryers. Mr. Duarte again confirmed he is not running a business out of his home. Chair Leonard clarifies the statement that Mr. Duarte stated that he did not grade the site; Mr. Duarte states that there was an existing barn in place when he moved in. Chair Leonard asks if the applicant would have a geotechnical survey done, Mr. Duarte replies yes. Mr. Duarte states that there family has a lot of cars and there has never been an employee on site.

Chair Leonard CLOSED the public hearing, bringing the discussion back to the Commission.

Member Hedges references to letters from a year ago and feels they are getting various types of truths. States that she has issues with the grade and thinks it will make issues

with the neighbors as far as drainage. She feels that it's not going to work, states it is not a barn and wants more change.

Member Azevedo explains he has issues with grading and backfill, states it needs a retaining wall to hold back water, and is uncomfortable with foundation and how it was done.

Member Jaffarian is satisfied with code enforcement going on site, explains from his calculations there is an issue with the animal keeping area measurements. Feels staff will ensure that an engineer will go to the site and obtain a soils test.

Vice Chair Rigler concurs with Jaffarian on the issue of having the animal keeping area as part of the driveway. He also agrees that a geotechnical survey be required for the site.

Chair Leonard still frustrated with the issue of a business on site, and in his opinion thinks there is a business ran from property. Leonard feels there is an issue with grading and slope in the animal keeping area. He requests a geotechnical study needs to be done on the pad, however feels that the pad cannot get approved. If he does not get it approved then the building needs to be removed.

Member Jaffarian wanted to clarify with staff about conditions that can be made of the soils test. Director King states that the commission members can require that it has to be shown prior to approval of the CUP. Member Jaffarian asking members their thoughts about conditions, Member Hedges wants to make sure all areas are covered, Chair Leonard requesting a time frame be added to conditions, Director King explains members can specify a date it be done by or specify a meeting date. Member Jaffarian asks if 6 months is acceptable. Chair Leonard feels that's fair.

M/S JAFFARIAN/RIGLER to deny without prejudice Resolution 2016-52, to approve Conditional Use Permit 2015-06, to allow a detached 1,250 square-foot storage building at 5060 Pinto Place with the condition that the applicant re-submit within six months, with a geo-technical and drainage report and with plans that show an open animal keeping are that does not have to be driven over to access the subject building; the motion was carried by the following roll call vote:

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